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, June 23, 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,
YOU ARE REQUIRED TO WEAR A FACE COVERING
PURSUANT TO ALAMEDA COUNTY HEALTH OFFICER ORDER NO. 22-02

A. ROLL CALL

B. PRESENTATIONS

1. 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 June 9, 2022, meeting minutes

3. Adopt a resolution confirming the continued existing of a local emergency due to the COVID-19 Pandemic

4. 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 June 23 Pursuant to AB 361

5. Adopt a resolution establishing the Fiscal Year 2023 Tax Appropriations Limit

6. Adopt a resolution authorizing the City Attorney to execute a Certification and Mutual Indemnification Agreement with the County of Alameda

7. Adopt a Resolution Authorizing the City Manager to Execute the Second Amendment to the Contractual Services Agreement with 4Leaf Inc. to Provide Temporary Professional Planning Services

8. Adopt a Resolution Approving Contractual Services Agreements with MNS Engineers, Inc. and CSG Consultants, Inc. for on-call Public Works Construction Inspection Services

9. Adopt a resolution accepting public subdivision improvements for Tract 8498 - Classic 36304 Newark Boulevard, a 9-lot residential subdivision located at 36304-36310 Newark Boulevard

10. Adopt a resolution approving and authorizing the City Manager to execute a purchase order with Dell Marketing, L.P. (Dell) in the amount of $360,668.25 for the renewal of software licenses and subscription services

11. Adopt a Resolution Approving the Road Repair and Accountability Act of 2017 (Senate Bill 1) Fiscal Year 2022-2023 Project List

12. Year-end Budget Review and Adopt a Resolution Approving an Amendment of the 2020-2022 Biennial Budget and Capital Improvement Plan for Fiscal Year 2022

E. PUBLIC HEARINGS

1. Hearing to consider adopting a resolution for annual levy of assessment in conjunction with Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 13, 15, 16, 17, 18 and 19

2. Hearing to consider adopting a resolution for annual levy of assessment in conjunction with Landscaping and Lighting District Nos. 10 and 11

3. Adopt a resolution approving the 2022-2024 Biennial Budget and Capital Improvement Plan

F. OTHER BUSINESS

1. Adopt Resolutions approving: 1) the Memorandum of Understanding with the Newark Association of Miscellaneous Employees; 2) the Memorandum of Understanding with the Newark Police Management Association; 3) the Compensation and Benefit Plan for the Confidential Employee Group; 4) the Compensation and Benefit Plan for the Management, Supervisory, and Professional Employee Group; and 5) an Amendment to the Employment Agreement with City Manager David Benoun to Serve as City Manager

2. Introduction of an Ordinance amending Chapter 2.09 of the Newark Municipal Code ("City Councilmembers-Salaries") to increase the salaries of City Councilmembers and Mayor by three percent (3%)

G. CITY COUNCIL MATTERS

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

H. CLOSED SESSION

I. ADJOURNMENT

HYBRID IN-PERSON/VIRTUAL MEETING NOTICE

This meeting is being conducted utilizing teleconferencing and electronic means consistent with Assembly Bill 361 (2021). Members of the public may attend the meeting in person, virtually via Zoom, or watch it via YouTube.If you attend the meeting in person, you are required to wear a face covering pursuant to Alameda County Health Officer Order No. 22-02.

Mayor Nagy, Vice Mayor Hannon, and Council Members Bucci, Collazo, and Freitas may be attending this meeting via teleconference. Teleconference locations are not open to the public. In the event that any members of the City Council elect to attend this meeting via teleconference, all votes conducted during the teleconferencing session will be conducted by roll call vote.

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

How to participate in the meeting remotely, via Zoom Webinar:
From a PC, Mac, iPad, iPhone or Android device: Zoom Meeting https://us06web.zoom.us/j/86113842230

From a telephone dial 1- 669-900-9128, Webinar ID Number 861 1384 2230

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	06/23/2022
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Introduction of employees

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

Human Resources Technician Deepa Iyer
Building Mechanic II Gus Perez
Building Mechanic I Mark Valdez

STAFF REPORT

Item D. 1.

DATE	06/23/2022
TO	Honorable Mayor and City Council Members
FROM	Krysten Lee, Finance Director
SUBJECT	Approval of Audited Demands

Attachments

Audited Demands

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 06/02/2022

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	06/02/2022	5826 Accounts Payable	ADAMSON POLICE PRODUCTS		78.06
	Invoice	Date	Description		Amount
	INV376808	05/04/2022	TRAINEE UNIFORMS		15.00
	INV376871	05/05/2022	TRAINEE UNIFORMS		63.06
Check	06/02/2022	5827 Accounts Payable	ALAMEDA COUNTY FIRE DEPARTMENT		930,957.42
	Invoice	Date	Description		Amount
	2021-22-393	05/17/2022	CONTRACT FIRE SERVICES - 05/22		930,957.42
Check	06/02/2022	5828 Accounts Payable	ALL CITY MANAGEMENT SERVICES, INC.		5,349.00
	Invoice	Date	Description		Amount
	77636	05/17/2022	SCHOOL CROSSING GUARD SVCS 05/01-05/14/22		5,349.00
Check	06/02/2022	5829 Accounts Payable	ALPINE AWARDS INC		2,663.17
	Invoice	Date	Description		Amount
	5550592	05/09/2022	END OF YEAR DANCE ITEMS		2,663.17
Check	06/02/2022	5830 Accounts Payable	BATTERY SYSTEMS		111.68
	Invoice	Date	Description		Amount
	7607587	05/09/2022	BATTERIES		111.68
Check	06/02/2022	5831 Accounts Payable	BAY AREA BARRICADE SERVICE INC		2,127.51
	Invoice	Date	Description		Amount
	0030181	05/12/2022	SIGNS		2,127.51
Check	06/02/2022	5832 Accounts Payable	BEAR ELECTRICAL SOLUTIONS, INC.		5,532.90
	Invoice	Date	Description		Amount
	15511	04/28/2022	STREET LIGHT MAINTENANCE (APRIL 2022)		5,532.90
Check	06/02/2022	5833 Accounts Payable	BKF ENGINEERS		30,766.00
	Invoice	Date	Description		Amount
	22050873	05/13/2022	LINDSEY TRACT DESIGN SERVICES, PROJECT 1238 (3/28/22-4/24/22)		30,766.00
Check	06/02/2022	5834 Accounts Payable	BLAISDELL'S BUSINESS PRODUCTS		636.09
	Invoice	Date	Description		Amount
	MAY'22	05/01/2022	OFFICE SUPPLIES		636.09
Check	06/02/2022	5835 Accounts Payable	BOUNDTREE MEDICAL, LLC		1,430.30

	Invoice	Date	Description	Amount
	84518388	05/11/2022	GLOVES	1,430.30
Check	06/02/2022	5836 Accounts Payable	CALIFORNIA BUILDING STANDARDS	14,331.60
	Invoice	Date	Description	Amount
	0101-033122	03/31/2022	BUILDING STANDARDS FEES - JAN TO MAR 2022	1,572.30
	0101-123121	12/31/2021	BUILDING STANDARDS FEES - JAN TO DEC 2021	9,006.30
	0701-123120	12/31/2020	BUILDING STANDARDS FEES - JULY TO DEC 2020	3,753.00
Check	06/02/2022	5837 Accounts Payable	CALIFORNIA DEPARTMENT OF CONSERVATION	39,832.82
	Invoice	Date	Description	Amount
	0401-063021	06/30/2021	SMIP FEES - APRIL TO JUNE 2021	5,380.43
	0101-033121	03/31/2021	SMIP FEES - JAN TO MAR 2021	8,843.82
	1001-123120	12/31/2020	SMIP FEES - OCT TO DEC 2020	4,089.09
	0701-093020	09/30/2020	SMIP FEES - JULY TO SEPT 2020	897.59
	0101-033120	03/31/2020	SMIP FEES - JAN TO MAR 2020	19,983.76
	0401-063020	06/30/2020	SMIP FEES - APRIL TO JUNE 2020	638.13
Check	06/02/2022	5838 Accounts Payable	CENTRAL VALLEY TOXICOLOGY, INC.	249.00
	Invoice	Date	Description	Amount
	319477	04/01/2022	LAB TESTS 04/01/22	73.00
	319649	04/11/2022	LAB TESTS 04/11/22	38.00
	319782	04/18/2022	LAB TESTS 04/18/22	69.00
	319783	04/18/2022	LAB TESTS 04/18/22	69.00
Check	06/02/2022	5839 Accounts Payable	APRO LLC	170.00
	Invoice	Date	Description	Amount
	040122-043022	04/30/2022	PATROL VEHICLE CLEANING APR 2022	170.00
Check	06/02/2022	5840 Accounts Payable	CIVICPLUS, LLC	2,012.35
	Invoice	Date	Description	Amount
	226744	04/30/2022	CODE OF ORDINANCES SUPPLEMENT NO. 20	2,012.35
Check	06/02/2022	5841 Accounts Payable	CONTRA COSTA CO SHERIFF	319.00
	Invoice	Date	Description	Amount
	052622	05/02/2022	RADAR-LASER OPERATOR COURSE 05/26/22; SMITH	101.00
	0523-052522	05/02/2022	RADAR OPERATOR COURSE; 05/23-05/25/22; SMITH	218.00
Check	06/02/2022	5842 Accounts Payable	COUNTY OF ALAMEDA	1,915.00
	Invoice	Date	Description	Amount
	APRIL'22	05/05/2022	CITATION PROCESSING FEES - APR'22	1,915.00
Check	06/02/2022	5843 Accounts Payable	ALAMEDA COUNTY INFORMATION TECHNOLOGY DEPARTMENT	3,399.50
	Invoice	Date	Description	Amount
	112-2204036	05/10/2022	AWS ACCESS FEES APR 2022	3,399.50
Check	06/02/2022	5844 Accounts Payable	DAILY JOURNAL CORPORATION	397.50
	Invoice	Date	Description	Amount
	B3586269	05/25/2022	LEGAL ADVERTISING - PROJECT 1146	397.50
Check	06/02/2022	5845 Accounts Payable	LAURA DASILVA	1,706.41

	Invoice	Date	Description	Amount
	0425-042922EXP	06/01/2022	EXPENSE REIMBURSEMENT	1,706.41
Check	06/02/2022	5846 Accounts Payable	EMC PLANNING GROUP INC.	8,311.07
	Invoice	Date	Description	Amount
	22-139	03/31/2022	CONSULTING ON NEWPARK PLACE SPECIFIC PLAN (MARCH 2022)	6,163.55
	22-201	04/30/2022	CONSULTING ON NEWPARK PLACE SPECIFIC PLAN 04/22	2,147.52
Check	06/02/2022	5847 Accounts Payable	FEDEX	63.90
	Invoice	Date	Description	Amount
	7-762-90215	05/20/2022	SHIPPING CHARGES	63.90
Check	06/02/2022	5848 Accounts Payable	FIRST BAPTIST CHURCH	80.00
	Invoice	Date	Description	Amount
	MAY 2022	05/26/2022	MAY 2022 CONTRIBUTION	80.00
Check	06/02/2022	5849 Accounts Payable	FRANK BONETTI PLUMBING INC	510.00
	Invoice	Date	Description	Amount
	70749	05/12/2022	SPORTSFIELD REPAIR	510.00
Check	06/02/2022	5850 Accounts Payable	GRAINGER	312.88
	Invoice	Date	Description	Amount
	9291221290	04/25/2022	BLDG SUPPLIES	57.85
	9296636906	04/29/2022	BLDG SUPPLIES	255.03
Check	06/02/2022	5851 Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC	1,457.75
	Invoice	Date	Description	Amount
	55Y1274081	05/10/2022	COPIER LEASE/SERVICE/SUPPLIES - MAY '22	1,457.75
Check	06/02/2022	5852 Accounts Payable	MEYERS NAVE, A PROFESSIONAL CORPORATION	27,893.38
	Invoice	Date	Description	Amount
	193062	05/18/2022	LEGAL SERVICES THROUGH APRIL 30, 2022	27,048.40
	193063	05/18/2022	LEGAL SERVICES THROUGH APRIL 30, 2022	325.98
	193064	05/18/2022	LEGAL SERVICES THROUGH APRIL 30, 2022	519.00
Check	06/02/2022	5853 Accounts Payable	MNS ENGINEERS INC	22,282.50
	Invoice	Date	Description	Amount
	80437	05/10/2022	ON CALL PUBLIC WORKS INSPECTIONS (4/1/22-4/30/22)	22,282.50
Check	06/02/2022	5854 Accounts Payable	ORIGINAL WATERMEN, INC	792.35
	Invoice	Date	Description	Amount
	S76300	05/10/2022	POOL EQUIPMENT	792.35
Check	06/02/2022	5855 Accounts Payable	OWEN EQUIPMENT COMPANY	916.72
	Invoice	Date	Description	Amount
	00056332	05/12/2022	SWEEPER PARTS	916.72
Check	06/02/2022	5856 Accounts Payable	PACIFIC GAS & ELECTRIC	2,849.05
	Invoice	Date	Description	Amount
	7460-051622	05/16/2022	ELECTRICITY CHARGES FOR STREET/TRAFFIC LIGHTS (3/29/22-4/27/22)	2,849.05

Check	06/02/2022	5857 Accounts Payable	STARTUP SPACE LLC	25,000.00
	Invoice	Date	Description	Amount
	1213	12/20/2021	PROVIDE INFORMATION TO BUSINESS COMMUNITY	25,000.00
Check	06/02/2022	5858 Accounts Payable	QUADIENT FINANCE USA, INC.	1,117.00
	Invoice	Date	Description	Amount
	4857-061322	05/16/2022	POSTAGE	1,117.00
Check	06/02/2022	5859 Accounts Payable	REYES COCA-COLA BOTTLING LLC.	374.70
	Invoice	Date	Description	Amount
	11581210988	05/13/2022	DRINKS FOR PARTIES	374.70
Check	06/02/2022	5860 Accounts Payable	WILLE ELECTRIC SUPPLY CO., INC	688.23
	Invoice	Date	Description	Amount
	S2086230.001	05/10/2022	LIGHT BULBS	688.23
Check	06/02/2022	5861 Accounts Payable	SAN MATEO REGIONAL NETWORK INC	20.00
	Invoice	Date	Description	Amount
	24024	05/10/2022	DNS SERVICE - 05/22	20.00
Check	06/02/2022	5862 Accounts Payable	KATHLEEN SLAFTER	26.38
	Invoice	Date	Description	Amount
	051322EXP	05/19/2022	PURCHASE FOR NEW CIVIC CENTER GRAND OPENING	26.38
Check	06/02/2022	5863 Accounts Payable	PATRICK SMITH	217.49
	Invoice	Date	Description	Amount
	050922EXP	06/01/2022	EXPENSE REIMBURSEMENT	217.49
Check	06/02/2022	5864 Accounts Payable	STANDARD INSURANCE COMPANY	1,164.58
	Invoice	Date	Description	Amount
	2022-00000282	05/16/2022	STANDARD - JUNE PREMIUMS	1,164.58
Check	06/02/2022	5865 Accounts Payable	STAPLES	469.60
	Invoice	Date	Description	Amount
	8066086581	04/30/2022	OFFICE SUPPLIES	469.60
Check	06/02/2022	5866 Accounts Payable	SYSERCO INC	241.61
	Invoice	Date	Description	Amount
	10534	05/09/2022	ENERGY MANAGEMENT	241.61
Check	06/02/2022	5867 Accounts Payable	TIREHUB, LLC	1,524.98
	Invoice	Date	Description	Amount
	25760202	03/01/2022	TIRES - GY EAGLE ENFORCER	675.53
	25809600	03/04/2022	TIRES - GY EAGLE RS	849.45
Check	06/02/2022	5868 Accounts Payable	SHANNON TODD	275.36
	Invoice	Date	Description	Amount
	051622EXP	06/01/2022	EXPENSE REIMBURSEMENT	275.36
Check	06/02/2022	5869 Accounts Payable	TYLER TECHNOLOGIES, INC.	81.50
	Invoice	Date	Description	Amount
	045-374485	04/06/2022	TIMEKEEPING AND ADVANCE SCHEDULING IMPLEMENTATION 03/31/22	81.50

Check	06/02/2022	5870	Accounts Payable	VERIZON WIRELESS	3,309.23
	Invoice		Date	Description	Amount
	9906770788		05/18/2022	IPHONE SVC 04/19-05/18/22	3,309.23
Check	06/02/2022	5871	Accounts Payable	JOYCE WANG	1,113.75
	Invoice		Date	Description	Amount
	0425-042922EXP		06/01/2022	EXPENSE REIMBURSEMENT	1,113.75
Check	06/02/2022	5872	Accounts Payable	WEISSMAN'S DESIGNS FOR DANCE	186.05
	Invoice		Date	Description	Amount
	224492132		05/11/2022	COSTUMES FOR DANCE REVUE	186.05
Check	06/02/2022	5873	Accounts Payable	CANTU , CELESTINA	500.00
	Invoice		Date	Description	Amount
	645336		05/31/2022	REFUND FOR COMM CTR RENTAL DEPOSIT	500.00
Check	06/02/2022	5874	Accounts Payable	CHALLENGE ROOTER	1,000.00
	Invoice		Date	Description	Amount
	2021-4697		05/26/2022	ENCP2021-0198 RFND	1,000.00
Check	06/02/2022	5875	Accounts Payable	CHEN , WE-HSIUNG	1,000.00
	Invoice		Date	Description	Amount
	2021-4030		05/26/2022	ENCP2021-0131 RFND	1,000.00
EFT	06/02/2022	297	Accounts Payable	SPECTRUM SMALL BUSINESS SERVICES, LLC 325084426 / 5348560846	8,055.75
	Invoice		Date	Description	Amount
	05202022-GENERAL		05/21/2022	CONSULTING AND REFERRALS TO BUSINESS SUPPORT AGENCIES-3RD AMEND	8,055.75
EFT	06/02/2022	298	Accounts Payable	MACQUARIE EQUIPMENT CAPITAL INC. 041001039 / 359681508271	2,459.18
	Invoice		Date	Description	Amount
	25074		03/04/2022	CMO & PD RECORDS COPIER AND HP PRINTERS - 02/24 - 03/23/22	822.22
	27801		04/01/2022	CMO & PD RECORDS COPIER AND HP PRINTERS - 03/24 - 04/23/22	822.22
	30854-R		05/03/2022	CMO & PD RECORDS COPIER AND HP PRINTERS - 04/24 - 05/23/22	814.74

AP ZBA ACCOUNTS PAYABLE Totals: Transactions: 52 $1,158,280.30

Checks:	50	$1,147,765.37
EFTs:	2	$10,514.93

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 06/09/2022

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	06/09/2022	5876 Accounts Payable	ALLIED AUTO STORES INC		351.77
	Invoice	Date	Description		Amount
	MAY' 22	05/31/2022	ALLIED FLEET PARTS AND SUPPLIES		351.77
Check	06/09/2022	5877 Accounts Payable	AMERICAN ASPHALT REPAIR & RESURFACING CO., INC.		45,600.00
	Invoice	Date	Description		Amount
	15887	05/12/2022	2021 PARK PATHWAYS, PROJECT 1295 #3 (9/1/21-5/13/22)		45,600.00
Check	06/09/2022	5878 Accounts Payable	BATTERY SYSTEMS		438.52
	Invoice	Date	Description		Amount
	7614797	05/11/2022	BATTERIES		438.52
Check	06/09/2022	5879 Accounts Payable	BEHAVIOR ANALYSIS TRAINING INC.		300.00
	Invoice	Date	Description		Amount
	071822	06/08/2022	DOCUMENTING USE OF FORCE REPORT WRITING; 07/18/22 - WANG		100.00
	090722	06/08/2022	DOCUMENTING USE OF FORCE REPORT WRITING; 07/18/22 - HUNTER		100.00
	091322	06/08/2022	DOCUMENTING USE OF FORCE REPORT WRITING; 07/18/22 - TORRES		100.00
Check	06/09/2022	5880 Accounts Payable	CALIFORNIA DEPT. OF TAX & FEE ADMINISTRATION		1,029.40
	Invoice	Date	Description		Amount
	0-026-623-942	01/01/2022	UNDERGROUND STORAGE TANK FEE		1,029.40
Check	06/09/2022	5881 Accounts Payable	BEACON VETERINARY SPECIALISTS		450.00
	Invoice	Date	Description		Amount
	125547	04/23/2022	VET SVCS 04/20/22		150.00
	124839	04/05/2022	VET SVCS 04/02-04/03/22		150.00
	124838	04/05/2022	VET SVCS 04/02/22		150.00
Check	06/09/2022	5882 Accounts Payable	CENTRAL VETERINARY HOSPITAL		112.25
	Invoice	Date	Description		Amount
	479869	05/26/2022	VET SVCS 05/26/22		112.25
Check	06/09/2022	5883 Accounts Payable	DAN CIANCIARULO		164.96
	Invoice	Date	Description		Amount
	052622EXP	05/26/2022	BOOT REIMBURSEMENT 05/26/2022		164.96
Check	06/09/2022	5884 Accounts Payable	CITY OF FREMONT		10,110.55

	Invoice	Date	Description	Amount
	324133	05/02/2022	SACGISA PROGRAM MAINTENANCE (7/1/21-6/30/21)	10,110.55
Check	06/09/2022	5885 Accounts Payable	CLARK'S HOME AND GARDEN	249.19
	Invoice	Date	Description	Amount
	66725-H	05/06/2022	SAND	249.19
Check	06/09/2022	5886 Accounts Payable	COMCAST	237.71
	Invoice	Date	Description	Amount
	0513-061222PD	05/08/2022	TV SERVICE/BOX RENTAL 05/13/22-06/12/22	211.01
	0528-062722YARD	05/23/2022	CABLE SERVICE 05/28/022-06/27/2022	26.70
Check	06/09/2022	5887 Accounts Payable	ALAMEDA COUNTY INFORMATION TECHNOLOGY DEPARTMENT	437.50
	Invoice	Date	Description	Amount
	160466	06/08/2022	RADIO REPAIR/MAINTENANCE 05/10/22	187.50
	160475	06/08/2022	RADIO REPAIR/MAINTENANCE 05/12/22	250.00
Check	06/09/2022	5888 Accounts Payable	ALEXIS CROSS	4,000.00
	Invoice	Date	Description	Amount
	WINTER21EXP	06/06/2022	EDUCATIONAL REIMBURSEMENT WINTER TERM	4,000.00
Check	06/09/2022	5889 Accounts Payable	DAILY JOURNAL CORPORATION	138.75
	Invoice	Date	Description	Amount
	B3583006	05/12/2022	LEGAL ADVERTISING	46.25
	B3590962	05/31/2022	PH NOTICES FOR FY 21/22 - CONTRACT 21018	92.50
Check	06/09/2022	5890 Accounts Payable	DALE HARDWARE	916.33
	Invoice	Date	Description	Amount
	MAY' 22	05/25/2022	DALE PARTS AND SUPPLIES 5/25/22	916.33
Check	06/09/2022	5891 Accounts Payable	DEPARTMENT OF TRANSPORTATION	1,127.79
	Invoice	Date	Description	Amount
	SL220764	01/21/2022	SHARED COST FOR TRAFFIC SIGNALS (OCTOBER 21-DEC 2021)	1,127.79
Check	06/09/2022	5892 Accounts Payable	ALHAMBRA	317.39
	Invoice	Date	Description	Amount
	15734365 051322	05/13/2022	WATER SERVICE	317.39
Check	06/09/2022	5893 Accounts Payable	DUKE DE LEON	450.00
	Invoice	Date	Description	Amount
	4161	05/30/2022	VIDEO CITY COUNCIL AND PLANNING COMMISION MTGS MAY 2022	450.00
Check	06/09/2022	5894 Accounts Payable	EAST BAY LAWN MOWER	127.01
	Invoice	Date	Description	Amount
	37123	05/25/2022	SMALL EQUIPMENT PARTS AND SUPPLIES	127.01
Check	06/09/2022	5895 Accounts Payable	ELK GROVE AUTO GROUP	38,549.78
	Invoice	Date	Description	Amount
	22385	05/09/2022	2021 DODGE CHARGER PURCHASE	38,549.78
Check	06/09/2022	5896 Accounts Payable	FRANK BONETTI PLUMBING INC	1,053.56

	Invoice	Date	Description	Amount
	70395	04/20/2022	FIRE STATION 1 - CLOGGED KITCHEN	1,053.56
Check	06/09/2022	5897 Accounts Payable	FREMONT FORD	115.68
	Invoice	Date	Description	Amount
	204500	06/02/2022	FLEET PARTS AND SUPPLIES	115.68
Check	06/09/2022	5898 Accounts Payable	GACHINA LANDSCAPE MANAGEMENT, INC.	16,532.00
	Invoice	Date	Description	Amount
	E 199076	05/01/2022	TREE MAINTENANCE - MAY 2022	16,532.00
Check	06/09/2022	5899 Accounts Payable	CHERYL GALVEZ	130.46
	Invoice	Date	Description	Amount
	051222EXP	06/07/2022	EXPENSE REIMBERSEMENT FOR DRIVING TO AND FROM CPRS MEETING	130.46
Check	06/09/2022	5900 Accounts Payable	GB AUTO SERVICE, INC.	391.00
	Invoice	Date	Description	Amount
	2059	04/22/2022	TIRES	391.00
Check	06/09/2022	5901 Accounts Payable	GRAINGER	77.75
	Invoice	Date	Description	Amount
	9298259343	05/02/2022	SILLIMAN SUPPLIES	77.75
Check	06/09/2022	5902 Accounts Payable	REBECCA HICKS	53.82
	Invoice	Date	Description	Amount
	052122EXP	06/07/2022	EXPENSE REIMBERSEMENT FOR DRIVING TO AND FROM TRAINING	53.82
Check	06/09/2022	5903 Accounts Payable	HILLYARD / SAN FRANCISCO	1,508.08
	Invoice	Date	Description	Amount
	604736069	05/10/2022	JANITORIAL SUPPLIES	1,508.08
Check	06/09/2022	5904 Accounts Payable	HOME DEPOT CREDIT SERVICES	5,034.58
	Invoice	Date	Description	Amount
	MAY' 22	06/07/2022	HD CC 05/13/2022	5,034.58
Check	06/09/2022	5905 Accounts Payable	JAYSON IMAI	155.57
	Invoice	Date	Description	Amount
	0414-051622EXP	06/06/2022	FOOD FOR MEETINGS (4/1/22-5/16/22)	155.57
Check	06/09/2022	5906 Accounts Payable	IDAX	100.00
	Invoice	Date	Description	Amount
	INV-0002129	05/17/2022	SPEED SURVEY - FAIR AVE	100.00
Check	06/09/2022	5907 Accounts Payable	DEEPA IYER	27.09
	Invoice	Date	Description	Amount
	042922EXP	06/06/2022	LIVE SCAN FINGERPRINTING	27.09
Check	06/09/2022	5908 Accounts Payable	JANSSEN'S PLACE AUTO BODY	954.40
	Invoice	Date	Description	Amount
	7110	04/13/2022	2017 FORD INTERCEPTOR SERVICE	954.40
Check	06/09/2022	5909 Accounts Payable	JARVIS FAY & GIBSON, LLP	578.00

	Invoice	Date	Description	Amount
	16480	04/30/2022	LEGAL SERVICES FOR FMC WILLOW PROJECT 04/22	578.00
Check	06/09/2022	5910 Accounts Payable	JOINT VENTURE SILICON VALLEY	7,700.00
	Invoice	Date	Description	Amount
	867NEWARK	02/15/2022	COSTAR 21-22	7,700.00
Check	06/09/2022	5911 Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC	1,427.66
	Invoice	Date	Description	Amount
	55Y1274712	05/16/2022	COPIER LEASE/SERVICE/SUPPLIES 4/22 - 5/21-22	438.66
	55Y1275255	05/16/2022	COPIER LEASE/SERVICE/SUPPLIES	989.00
Check	06/09/2022	5912 Accounts Payable	KELLY-MOORE PAINT COMPANY INC	131.44
	Invoice	Date	Description	Amount
	617-699859	05/12/2022	PAINT FOR NEW CIVIC CENTER GRAND OPENING	131.44
Check	06/09/2022	5913 Accounts Payable	NAPA AUTO PARTS	1,066.41
	Invoice	Date	Description	Amount
	APR' 22	04/30/2022	NAPA - FLEET PARTS AND SUPPLIES	1,066.41
Check	06/09/2022	5914 Accounts Payable	LOOMIS	356.19
	Invoice	Date	Description	Amount
	13034480	05/31/2022	ARMORED CAR SERVICE - 05/22	356.19
Check	06/09/2022	5915 Accounts Payable	NETWORK CONTRACTING LLC	7,636.25
	Invoice	Date	Description	Amount
	3762	05/20/2022	NETWORK CONSULTING 05/16-05/19/22	1,755.00
	3749	05/13/2022	NETWORK CONSULTING 05/09-05/13/22	1,552.50
	3742	05/06/2022	NETWORK CONSULTING 05/02-05/05/22	1,072.50
	3733	04/29/2022	NETWORK CONSULTING 04/25/22	48.75
	3731	04/22/2022	NETWORK CONSULTING 04/22/22	146.25
	3714	04/15/2022	NETWORK CONSULTING 04/11-04/14/22	672.50
	3701	04/08/2022	NETWORK CONSULTING 04/04-04/05/22	243.75
	3695	04/01/2022	NETWORK CONSULTING 03/28-04/01/22	2,145.00
Check	06/09/2022	5916 Accounts Payable	NATIONAL AQUATIC SERVICES, INC.	650.00
	Invoice	Date	Description	Amount
	2017-4595	06/03/2022	SILLIMAN POOL REPAIR AND MAINTENANCE	650.00
Check	06/09/2022	5917 Accounts Payable	NAVIA BENEFIT SOLUTIONS CLIENT PAY	105.70
	Invoice	Date	Description	Amount
	10470436	05/31/2022	FY 21/22 COBRA ADMINISTRATION FEES 05/01-05/31	105.70
Check	06/09/2022	5918 Accounts Payable	NEWARK UNIFIED SCHOOL DISTRICT	7,147.11
	Invoice	Date	Description	Amount
	INV22-00103	05/20/2022	NUSC - MACGREGOR PARK WATER 03/03/22-05/03/22	7,147.11
Check	06/09/2022	5919 Accounts Payable	NUTRIEN AG SOLUTIONS, INC.	5,717.64
	Invoice	Date	Description	Amount
	48406664	05/26/2022	PESTICIDES	5,717.64
Check	06/09/2022	5920 Accounts Payable	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA	365.00

	Invoice	Date	Description	Amount
	75452332	04/22/2022	PRE-EMPLOYMENT/ DOT PHYSICALS	365.00
Check	06/09/2022	5921 Accounts Payable	OSBORNE LUMBER COMPANY, INC.	3,821.28
	Invoice	Date	Description	Amount
	556061	05/04/2022	BUILDING SUPPLIES FOR CIVIC CENTER GRAND OPENING	3,821.28
Check	06/09/2022	5922 Accounts Payable	PACIFIC GAS & ELECTRIC	54,976.47
	Invoice	Date	Description	Amount
	7578-051322	05/13/2022	PGE-CITYWIDE ELECTRICITY 5/13/2022	54,976.47
Check	06/09/2022	5923 Accounts Payable	PAPA JOHNS PIZZA	241.00
	Invoice	Date	Description	Amount
	86	06/01/2022	PIZZA FOR BIRTHDAY PARTIES	100.00
	87	06/01/2022	PIZZA FOR BIRTHDAY PARTIES	141.00
Check	06/09/2022	5924 Accounts Payable	PHOENIX GROUP INFORMATION SYSTEMS	386.50
	Invoice	Date	Description	Amount
	042022101	05/19/2022	PARKING CITATION PROGRAM APRIL 2022	386.50
Check	06/09/2022	5925 Accounts Payable	SFPUC	3,596.32
	Invoice	Date	Description	Amount
	50948	05/23/2022	RENT WATER AC# 3642	931.14
	50978	05/23/2022	RENT WATER AC# 2866 06/22	2,665.18
Check	06/09/2022	5926 Accounts Payable	WILLE ELECTRIC SUPPLY CO., INC	2,405.92
	Invoice	Date	Description	Amount
	S2087648.001	05/17/2022	LIGHT BULBS	633.92
	S2086230.002	05/16/2022	LIGHTS	1,772.00
Check	06/09/2022	5927 Accounts Payable	SAVAGE TRAINING GROUP LLC	198.00
	Invoice	Date	Description	Amount
	071122	06/08/2022	OIS - FIGHT AFTER THE FIGHT - 07/11/22; RIVAS	198.00
Check	06/09/2022	5928 Accounts Payable	SIMON & COMPANY INC	1,720.00
	Invoice	Date	Description	Amount
	05-2022	05/31/2022	PROFESSIONAL FEDERAL AFFAIRS ASSISTANCE MAY 2022	1,720.00
Check	06/09/2022	5929 Accounts Payable	STANDARD INSURANCE COMPANY	588.00
	Invoice	Date	Description	Amount
	JUNE'22	06/01/2022	EMPLOYEE LIFE INSURANCE AND AD&D COVERAGE PREMIUMS -06/22	588.00
Check	06/09/2022	5930 Accounts Payable	SURF TO SNOW ENVIRONMENTAL RESOURCE	4,420.00
	Invoice	Date	Description	Amount
	0012027	04/30/2022	ON CALL STORMWATER INSPECTIONS (4/1/22-4/30/22)	4,420.00
Check	06/09/2022	5931 Accounts Payable	T-MOBILE	138.88
	Invoice	Date	Description	Amount
	966241989-052122	05/21/2022	IPHONE SVC 04/21-05/20/22	138.88
Check	06/09/2022	5932 Accounts Payable	THE GOODYEAR TIRE & RUBBER	3,610.12

			COMPANY	
	Invoice	Date	Description	Amount
	184-1096914	05/18/2022	TIRE REPLACEMENT	3,267.57
	184-1096919	05/19/2022	TIRE SERVICE AND REPAIR	342.55
Check	06/09/2022	5933 Accounts Payable	HINDERLITER DE LLAMAS & ASSOCIATES	4,844.49
	Invoice	Date	Description	Amount
	SIN017421	05/20/2022	SALES TAX AUDIT SERVICES Q4/2021	4,844.49
Check	06/09/2022	5934 Accounts Payable	TURF STAR, INC.	1,251.26
	Invoice	Date	Description	Amount
	7224740-00	05/03/2022	FLEET PARTS AND SUPPLIES - HYDRAULIC HOSE	1,251.26
Check	06/09/2022	5935 Accounts Payable	TYLER TECHNOLOGIES, INC.	2,652.00
	Invoice	Date	Description	Amount
	045-376924	04/30/2022	ERP IMPLEMENTATION - CONVERSION SERVICES: FIXED ASSETS 50%	2,000.00
	045-377512	05/04/2022	TIMEKEEPING AND ADVANCE SCHEDULING IMPLEMENTATION - 04/18/22	652.00
Check	06/09/2022	5936 Accounts Payable	UNDERGROUND SERVICE ALERT OF NORTHERN CA & NV	649.59
	Invoice	Date	Description	Amount
	22USB122155	03/19/2022	REGULATORY COSTS (1/1/22-6/30/22)	649.59
Check	06/09/2022	5937 Accounts Payable	UNIVERSAL BUILDING SERVICES & SUPPLY	36,600.56
	Invoice	Date	Description	Amount
	2022-0501	05/31/2022	JANITORIAL - MAY 2022	36,046.00
	501439	04/30/2022	JANITORIAL - SVC ADDITIONAL SERVICES APRIL 2022	466.56
	501438	04/30/2022	JANITORIAL - FS #28 ADDITIONAL SERVICES APRIL 2022	88.00
Check	06/09/2022	5938 Accounts Payable	U.S. BANK CORPORATE PAYMENT SYSTEMS	27,337.52
	Invoice	Date	Description	Amount
	052322STMT	06/06/2022	CC PAYMENT 05/23/22	27,337.52
Check	06/09/2022	5939 Accounts Payable	UTILITY TELECOM GROUP, LLC	18,603.11
	Invoice	Date	Description	Amount
	MAY '22	05/16/2022	TELEPHONE VOIP/WAN/SERVICE - 05/22	18,603.11
Check	06/09/2022	5940 Accounts Payable	MARK VALDEZ	350.00
	Invoice	Date	Description	Amount
	052322EXP	05/23/2022	BOOT REIMBURSEMENT 05/23/2022	350.00
Check	06/09/2022	5941 Accounts Payable	BSN SPORTS LLC	131.48
	Invoice	Date	Description	Amount
	305354727	05/16/2022	BRUTE NYLON BASKETBALL NETS	131.48
Check	06/09/2022	5942 Accounts Payable	VERIZON WIRELESS	4,321.70
	Invoice	Date	Description	Amount
	9906770787	05/18/2022	CELL/TABLET/WIFI SERVICE - 04/19-05/18/22	4,321.70
Check	06/09/2022	5943 Accounts Payable	VERIZON BUSINESS SERVICES	577.37
	Invoice	Date	Description	Amount

	72219080		05/20/2022	CELL SVC FOR MDC'S APR 2022		577.37
Check	06/09/2022	5944 Accounts Payable		WASHINGTON HOSPITAL		150.00
	Invoice		Date	Description		Amount
	0422-NPD		05/20/2022	LAB TESTS APR 2022		100.00
	0322-NPD		05/20/2022	LAB TESTS MAR 2022		50.00
Check	06/09/2022	5945 Accounts Payable		WHOLESALE DISTRIBUTION ALLIANCE		2,252.70
	Invoice		Date	Description		Amount
	13545		05/19/2022	GOGGLES FOR RETAIL		2,252.70
EFT	06/09/2022	300 Accounts Payable		SEDGWICK CLAIMS MANAGEMENT SERVICES, INC.	121000248 / 4942808510	38,622.16
	Invoice		Date	Description		Amount
	SF-8510-01066632		06/01/2022	FY2021-22 WORKERS COMPENSATION CLAIMS-05/02/2022-05/31/2022		38,622.16
AP ZBA ACCOUNTS PAYABLE Totals:				Transactions: 71		$378,570.72

Checks:	70	$339,948.56
EFTs:	1	$38,622.16

LIVE Newark CA LIVE

Void Payment - Reissue Check Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 06/09/2022

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	02/03/2022	4923 Accounts Payable	KNORR SYSTEMS INC		Check	5946	169.57
AP ZBA ACCOUNTS PAYABLE Totals:			Transactions: 1				$169.57
	Checks:	1	$169.57				

STAFF REPORT

Item D. 2.

DATE	06/23/2022
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Approval of June 9, 2022, meeting minutes

Attachments

Minutes

Minutes

Thursday, June 9, 2022
7:00 P.M.

A. ROLL CALL

Mayor Nagy called the meeting to order at 7:03 p.m. Council Members Bucci, Collazo, and Vice Mayor Hannon were noted present. Council Member Freitas was noted absent.

B. PRESENTATIONS

1. Proclamation designating June as Elder Abuse Awareness Month

Mayor Nagy presented the proclamation to Cheryl M. Poncini of the Alameda County District Attorney's Office, Faith Battles with the Alameda County Department on Adults & Aging, and Jennifer Pardini with Legal Assistance for Seniors.

C. PUBLIC COMMENT

Ms. Svedja expressed her concern and fear with some homeless people living behind her house and provided photographs of their belongings and some of the damage done to the area.

Karan also expressed concern and urged the City, in light of Elder Abuse Awareness Month, to do something to curb homelessness and protect vulnerable senior citizens.

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 the reading of the titles suffice for adoption. The motion passed, 4 AYES, 1 ABSENT (Freitas).

1. Approval of Audited Demands

2. Approval of May 19 and 26, 2022, meeting minutes

3. Adopt a resolution authorizing the City Manager to execute an agreement with *What's Happening's Tri-City Voice* for legal advertising services in Fiscal Year 2023
   Resolution No. 11360
   Contract No. 22028

4. Adopt a resolution calling and giving notice of the holding of a General Municipal Election on Tuesday, November 8, 2022, for the election of certain officers of the City of Newark
   Resolution No. 11361

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 June 9 Pursuant to AB 361
   Resolution No. 11362

6. Waive full reading, conduct second reading by title only, and adoption of an ordinance adding Chapter 2.50, “Military Equipment Use Policy”, to the Newark Municipal Code
   Ordinance No. 536

7. Adopt a resolution approving the Harbor Pointe Subdivision Escrow Agreement
   Resolution No. 11363

8. Adopt a resolution accepting work with American Asphalt Repair and Resurfacing Co., Inc. for 2021 Park Pathways Resurfacing for ADA Access, Project 1295
   Resolution No. 11364

E. PUBLIC HEARINGS

F. OTHER BUSINESS

1. Presentation by Police Chief Anderson on crime statistics in the City of Newark for 2021

   Police Chief Anderson gave the report. Presentation on file with City Clerk.

   There were no questions/comments from the audience.

   The City Council members expressed their appreciation of the Newark Police Department. They congratulated Police Chief Anderson for the 92% approval rating from the community

and recognized that no other community in Alameda County has as high a rating; they supported the use of new technology and the practice of promoting internally.

Because of the recent mass shootings, the City Council members had questions regarding the safety of Newark's schools. Chief Anderson replied that members of the police department have met with the school district and offered suggestions and put plans and upgrades into place. There is also a School Resource Officer at Newark Memorial High School who can rotate to other schools.

This item was informational only, no action requested.

2. Adopt resolutions authorizing the City Manager to enter into single source subscription agreements with 1) Peregrine Technologies, Inc. in the amount not to exceed $300,000 for real time data analysis and visualization software and 2) Flock Group, Inc. for Automated License Plate Readers (ALPR) in the amount not to exceed $164,500, and approving budget appropriations for both agreements.

Police Captain Macias gave the staff report. She stated that the Peregrine Technologies, Inc. software will integrate all the Police Department databases into a single search program making it faster and more efficient for staff.

Vice Mayor Hannon requested that the next edition of the Newark News include information on Police Department data that is available on the City's website.

No one from the public requested to speak on Peregrine Technologies.

Police Captain Macias resumed her report focusing on the Automated License Plate Readers. Twenty proposed automated license plate readers from Flock Group, Inc. will be installed at all City entrances/exits and will provide data on vehicles only, not drivers, nor facial recognition. Automated license plate readers have been successfully used to get alerts on stolen vehicles, package thefts and residential burglaries.

There were no questions/comments from the public.

Council Members supported the use of cameras as a tool for helping to solve crime and providing residents with a sense of security.

Council Member Bucci expressed his concern about government surveillance and Senate Bill 34 Privacy and Usage policy (Policy). He stated that he is not convinced of the benefits of cameras and suggested that the policy should have been included with the staff report. He requested that policies be included in staff reports moving forward.

In response to Captain Macias stating that the Policy needs to be updated, Council Member Bucci stated that he would like to see the updated policy before moving forward.

Council Member Bucci moved to approve the Peregrine Technologies software and approve the ALPR contingent on seeing the updated policy and receiving public comment.

City Council discussion ensued on the Privacy and Usage policy.

Council Member Bucci withdrew his motion.

Vice Mayor Hannon moved to accept staff's recommendation to enter into contracts with both companies and directed the Police Department to continue the retention schedule that is currently in place up to 365 days understanding that if state law changes, the Police Department would be compliant with that and that the City Council would be notified of those changes.

City Attorney Kokotaylo stated that only the contracts were on the agenda for action. He suggested directing staff to provide an update relating to the policy at a future meeting.

Vice Mayor Hannon amended his motion to accept staff's recommendation to enter into agreements with agreements with 1) Peregrine Technologies, Inc. in the amount not to exceed $300,000 for real time data analysis and visualization software and 2) Flock Group, Inc. for Automated License Plate Readers (ALPR) in the amount not to exceed $164,500, and directed the City Manager to bring the policy to the City Council if it changed, it did not need to return to the City Council if it remained the same. Council Member Collazo seconded the motion. The motion passed, 3 AYES, 1 ABSTAIN (Bucci), 1 ABSENT (Freitas).
Resolution No. 11365
Resolution No. 11366

G. CITY COUNCIL MATTERS

Council Member Collazo stated that the Mexico Tortilla Factory celebrated 50 years in business and thanked everyone who has supported the family business.

Council Member Collazo stated that she attended the Newark Memorial High School graduation and wondered what would happen in the event of an active shooter. Shop Newark!

Vice Mayor Hannon recognized public servants who look after vulnerable seniors and reiterated that we need to protect our fellow community members.

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

2. Closed session for conference with Labor Negotiator pursuant to California Government Code Section 54957.6. Agency Designated Representative: Mayor Nagy, Unrepresented employee: City Manager Benoun

At 9:25 pm the City Council recessed to closed session.

At 9:31 pm the City Council convened in closed session. Mayor Nagy, Vice Mayor Hannon and Council Member Collazo were present. Council Members Freitas and Bucci were absent.

At 10:33 p.m. the City Council convened in open session. Mayor Nagy, Vice Mayor Hannon and Council Member Collazo were present. Council Member Freitas and Bucci were absent.

I. ADJOURNMENT

Mayor Nagy adjourned the meeting at 10:33 p.m.

STAFF REPORT

Item D. 3.

DATE	06/23/2022
TO	Honorable Mayor and City Council Members
FROM	Kristopher Kokotaylo, City Attorney
SUBJECT	Adopt a resolution confirming the continued existing of a local emergency due to the COVID-19 Pandemic

RECOMMENDATION

Staff recommends that the City Council, by resolution, confirm the continued existence of a local emergency due to the COVID-19 Pandemic.

EXECUTIVE SUMMARY

The City Council ratified a proclamation of local emergency on March 17, 2020, as a result of the COVID-19 Pandemic. The local emergency was confirmed by the Council in accordance with State law on the following dates: May 14, 2020, July 9, 2020, September 2, 2020, October 22, 2020, December 10, 2020, January 28, 2021, March 25, 2021, May 13, 2021, June 24, 2021, July 22, 2021, September 9, 2021, October 28, 2021, December 9, 2021, January 27, 2022, March 24, 2022, and May 12, 2022.

City staff recommends that the City Council confirm the continued existence of the local emergency in order to mobilize resources, seek reimbursement of related expenditures, and provide immunity to governmental officials for certain acts. Extending the local emergency would also continue many of the City's temporary policies that were adopted in response to the pandemic, including the eviction moratorium, changes to the zoning code to allow outdoor business activities, and the 15% cap on fees charged by food delivery providers to our local restaurants.

BACKGROUND

On March 16, 2020, the City Manager, acting as Director of Emergency Services, proclaimed a local emergency pursuant to California Government Code Section 8630 and Newark Municipal Code Chapter 2.16. The emergency declaration was based on conditions of extreme peril to the safety of persons and property within the City as a consequence of the global spread of the novel coronavirus 2019 ("COVID-19"), including confirmed cases in Alameda County.

On March 17, 2020, the City Council adopted a resolution ratifying the Proclamation of Local Emergency issued by the Director of Emergency Services.Pursuant to State law (see Government Code Section 8630), any City Council that declares a local emergency must confirm the existence of the local emergency every sixty (60) days

until the local emergency ceases. Accordingly, the City Council adopted resolutions confirming the continued existence of the local emergency due to the COVID-19 Pandemic on the following dates: May 14, 2020, July 9, 2020, September 2, 2020, October 22, 2020, December 10, 2020, January 28, 2021, March 25, 2021, May 13, 2021, June 24, 2021, July 22, 2021, September 9, 2021, October 28, 2021, December 9, 2021, January 27, 2022, March 24, 2022, and May 12, 2022.

Various governmental agencies have declared an emergency as a result of the pandemic, including the President of the United States and the Governor of the State of California. Many cities in California have likewise declared a local emergency and have continued to confirm the existence of the local emergency within the statutorily required 60 day time period.

DISCUSSION/ANALYSIS

The conditions that prompted the original declaration of a local emergency continue to exist and health officials are still learning more information regarding the nature of COVID-19 and how it is transmitted. Community transmission of COVID-19 continues to occur, and the number of total cases within Alameda County continues to rise. Most recently, the “Omicron” variant, which is more easily transmitted, has led to an increase in COVID-19 cases within Alameda County. The public health and safety concerns for persons and property within the City as a consequence of the global spread of COVID-19 continue to exist.

At the time of this writing (June 10, 2022) there have been 293,937 confirmed cases within the County, with 9,252 of those cases being Newark residents. To date, there have been 1,898 deaths in our County that have been caused by COVID-19.

Declaring a state of emergency provides local governments with the power necessary to coordinate and implement plans aimed at protecting the community and property during a disaster. For example, a declaration of emergency is often necessary to secure mutual disaster aid from local, state, and federal agencies. This will also permit the Director of Emergency Services to promulgate orders and regulations necessary for the protection of life and property and ensures that the City and its officials and employees are immune from liability when exercising their official duties during this emergency.

Further, many of the City’s temporary policies that were adopted in response to the pandemic in order to support the local economy are tied to the expiration of the local emergency. This includes the eviction moratorium, the temporary zoning code changes to allow certain business to operate outdoors, and the 15% cap of fees charged by third party food delivery service providers to our local restaurants. If the local emergency is not extended, then these policies would automatically be rescinded.

If adopted, the declaration of emergency will remain in place until the emergency conditions have ended. However, the City Council will be required to continue to review the declaration at least every 60 days as indicated above.

FISCAL IMPACT

There is no direct fiscal impact associated with adopting the accompanying resolution that extends the local emergency. However, the City will consider all options available to seek reimbursement for expenses through appropriate authorities.

REVIEW AND APPROVAL

Prepared by – Kristopher J. Kokotaylo, City Attorney
Approved by – David J. Benoun, City Manager

Attachments

Continued Emergency Resolution

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK CONFIRMING THE CONTINUED EXISTENCE OF A LOCAL EMERGENCY DUE TO COVID-19

WHEREAS, Government Code Section 8630 and Newark Municipal Code Section 2.16.060 authorize the Director of Emergency Services to proclaim a local emergency when conditions of disaster or extreme peril to the safety of persons and property within the territorial limits of a city exist if the City Council is not in session and provides that the City Council shall ratify the proclamation within seven days thereafter; and

WHEREAS, in accordance with Government Code Section 8630 and Newark Municipal Code Section 2.16.060, the Director of Emergency Services proclaimed the existence of a local emergency caused by the Novel Coronavirus (COVID-19), a respiratory disease first identified in China that may result in serious illness or death that is easily transmissible from person to person, on March 16, 2020; and

WHEREAS, on March 17, 2020, the City Council ratified and confirmed the proclamation of the existence of a local emergency issued by the Director of Emergency Services; and

WHEREAS, on May 14, 2020, the City Council adopted a Resolution confirming the continued existence of the local emergency; and

WHEREAS, on July 9, 2020, the City Council adopted a Resolution confirming the continued existence of the local emergency; and

WHEREAS, on September 2, 2020, the City Council adopted a Resolution confirming the continued existence of the local emergency; and

WHEREAS, on October 22, 2020, the City Council adopted a Resolution confirming the continued existence of the local emergency; and

WHEREAS, on December 10, 2020, the City Council adopted a Resolution confirming the continued existence of the local emergency; and

WHEREAS, on January 28, 2021, the City Council adopted a resolution confirming the continued existence of the local emergency; and

WHEREAS, on March 25, 2021, the City Council adopted a Resolution confirming the continued existence of the local emergency; and

WHEREAS, on May 13, 2021, the City Council adopted a Resolution confirming the continued existence of the local emergency; and

WHEREAS, on June 24, 2021, the City Council adopted a Resolution confirming the continued existence of the local emergency; and

WHEREAS, on July 22, 2021, the City Council adopted a Resolution confirming the continued existence of the local emergency; and

WHEREAS, on September 9, 2021, the City Council adopted a Resolution confirming the continued existence of the local emergency; and

WHEREAS, on October 28, 2021, the City Council adopted a Resolution confirming the continued existence of the local emergency; and

WHEREAS, on December 9, 2021, the City Council adopted a Resolution confirming the continued existence of the local emergency; and

WHEREAS, on January 27, 2022, the City Council adopted a Resolution confirming the continued existence of the local emergency; and

WHEREAS, on March 24, 2022, the City Council adopted a Resolution confirming the continued existence of the local emergency; and

WHEREAS, on May 12, 2022, the City Council adopted a Resolution confirming the continued existence of the local emergency; and

WHEREAS, pursuant to Government Code Section 8630 the City Council must periodically review the need for continuing the local emergency; and

WHEREAS, pursuant to Government Code Section 8630, the City Council must review the need for continuing the local emergency at least every sixty (60) days; and

WHEREAS, the conditions that prompted the original declaration of a local emergency continue to exist; and

WHEREAS, the recitals contained in Resolution No. 11031 adopted by the City Council on March 17, 2020, the recitals contained in Resolution No. 11048 adopted by the City Council on May 14, 2020, the recitals contained in Resolution No. 11100 adopted by the City Council on July 9, 2020, the recitals contained in Resolution 1111 adopted by the City Council on September 2, 2020, the recitals contained in Resolution No. 11127 adopted by the City Council on October 22, 2020, the recitals contained in Resolution No. 11145 adopted by the City Council on December 10, 2020, the recitals contained in Resolution No. 11166 adopted by the City Council on January 28, 2021, the recitals contained in Resolution No. 11177 adopted by the City Council on March 25, 2021, the recitals contained in Resolution No. 11197 adopted by the City Council on May 13, 2021, the recitals contained in Resolution No. 11219 adopted by the City Council on June 24,

2021, the recitals contained in Resolution No. 11244 adopted by the City Council on July 22, 2021, the recitals contained in Resolution No. 11252 adopted by the City Council on September 9, 2021, the recitals contained in Resolution No. 11265 adopted by the City Council on October 28, 2021, the recitals contained in Resolution No. 11281 adopted by the City Council on December 9, 2021, the recitals contained in Resolution No. 11305 adopted by the City Council on January 27, 2022, the recitals contained in Resolution No. 11325 adopted by the City Council on March 24, 2022, and the recitals contained in Resolution No. 11343 adopted by the City Council on May 12, 2022 are incorporated into this Resolution as if stated herein; and

WHEREAS, while there has been progress in mitigating the spread of COVID-19, community transmission of COVID-19 has continued to occur and health officials are still learning more information regarding the nature of COVID-19 and how it is transmitted. New variants of COVID-19 that are more easily transmissible, including the "Delta" and "Omicron" variants, have become more prevalent and present new risks; and

WHEREAS, as of December 20, 2021, the Omicron variant has been detected in most states and is rapidly increasing the proportion of COVID-19 cases it causes; and

WHEREAS, the number of cases within Alameda County has continued to rise, and there are now 293,937 confirmed cases of COVID-19 within the County, and 1,898 deaths as of June 10, 2022; and

WHEREAS, the public health and safety concerns for persons and property within the City as a consequence of the global spread of COVID-19 continue to exist; and

WHEREAS, the health, safety, and welfare of Newark residents, businesses, visitors, and staff is of utmost importance to the City and additional future measures may be needed to protect the community; and

WHEREAS, the City may require additional assistance in the future, and a formal declaration of emergency allows the City to access resources in a timely manner in a timely fashion; and

WHEREAS, the City Council finds that conditions of extreme peril to the safety of persons and property within the territorial limits of the City related to COVID-19 pandemic continue in existence; and

WHEREAS, the City Council finds that extraordinary measures are required to protect the public health, safety, and of persons and property within the City that are or are likely to be beyond the control or capability of the services, personnel, equipment, and facilities of the City; and

WHEREAS, the City Council desires to confirm the continued existence of a local emergency within the City of Newark due to COVID-19.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Newark hereby declares as follows:

1. The local emergency declared by Resolution No. 11031 due to the COVID-19 pandemic continues to exist within the City of Newark.

2. During the existence of the declared local emergency, the powers, functions, and duties of the City Manager, acting as Director of Emergency Services, and the emergency organization of this City shall be those prescribed by State law and by ordinances and resolutions of the City of Newark.

3. The declaration of local emergency shall remain in effect until such time that the City Council determines that the emergency conditions have been abated.

4. City staff is directed to place an item on the agenda for review at least every sixty (60) days from the effective date of this Resolution to determine the need for continuing the local emergency pursuant to Government Code Section 8630.

STAFF REPORT

Item D. 4.

DATE	06/23/2022
TO	Honorable Mayor and City Council Members
FROM	Kristopher Kokotaylo, 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 June 23 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 June 9, 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 June 9, 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-variants BA.2 and BA.2.12.1 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. Additionally, as a result of the highly contagious Omicron sub-variants, the Counties of Marin, San Francisco, San Mateo, and Alameda have the highest COVID-19 case rates in the state.

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, City Attorney
Approved by – David J. Benoun, City Manager

Attachments

AB 361 Resolution June 23 22

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 JUNE 23 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, 2021, 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 highly contagious Omicron variant has since resulted in several highly contagious sub-variants, including BA.2, which has become the dominant strain of COVID-19; and

WHEREAS, due to the presence of the highly contagious Omicron sub-variants, the Counties of Marin, San Francisco, San Mateo, and Alameda have the highest COVID-19 case rates in the state; 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 it's 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. 5.

DATE	06/23/2022
TO	Honorable Mayor and City Council Members
FROM	Michelle Villanueva, Senior Accountant
SUBJECT	Adopt a resolution establishing the Fiscal Year 2023 Tax Appropriations Limit

RECOMMENDATION

Staff recommends that the City Council, by resolution, establish a Tax Appropriations Limit and update the annual adjustment factors for Fiscal Year 2023.

EXECUTIVE SUMMARY

In November 1979, California voters approved Proposition 4 (the Gann Initiative) that added Article XIIIB to the State Constitution. The State Legislature added Division 9 (commencing with Section 7900) to Title I of the Government Code to implement Article XIIIB as amended with Proposition 98 in 1988 and Proposition 111 in 1990.

The original legislation implementing the provisions of Article XIIIB became effective January 1, 1981. In accordance with that legislation, the governing body of each local jurisdiction in California must, by resolution, establish a Tax Appropriations Limit (also referred to as the GANN Limit) prior to the beginning of each fiscal year. The Tax Appropriations Limit is based on actual appropriations during the State of California Fiscal Year 1978-79 and adjusted each year using population and inflation adjustment factors.

BACKGROUND

California voters approved Proposition 111 on June 5, 1990, amending Article XIIIB. Proposition 111 allows local jurisdictions to choose among measures of inflation and population growth to compute the adjustment factor. The measures for inflation (price factors) include growth in California per capita income or growth in the City's gross assessed valuation due to new non-residential construction; while measures for population growth include population growth within the county or city.

DISCUSSION/ANALYSIS

On June 24, 2021, the City Council adopted Resolution No. 11217 establishing the Fiscal Year 2022 Tax Appropriations Limit to $452,001,225. The City's Tax Appropriations Limit was calculated using the percentage change in California per capita income as the price factor adjustment since the Local assessment roll data necessary to calculate the percentage change in the nonresidential assessed valuation is generally not available from the County Assessor's Office until well into the fiscal

year. In the absence of final information on this important factor, it is recommended that the known California per capita personal income of 7.55 percent be adopted for Fiscal Year 2023. For the population adjustment factor, it is recommended that the City's percent change in population of 0.15 percent be adopted for Fiscal Year 2023 since the higher percentage change in population is most advantageous to the City.

In accordance with Proposition 111 guidelines, and based on the above information, the proposed Fiscal Year 2023 Tax Appropriations Limit is $486,856,508. The 2022-2024 Biennial Budget appropriations subject to the limit are estimated to be well below the proposed Tax Appropriations Limit.

FISCAL IMPACT

There is no fiscal impact.

REVIEW AND APPROVAL

Prepared by – Michelle Villanueva, Senior Accountant
Reviewed by – Krysten Lee, Finance Director
Reviewed by – Kristopher J. Kokotaylo, City Attorney
Approved by – David J. Benoun, City Manager

Attachments

Appropriation Limit Resolution FY23

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ESTABLISH THE TAX APPROPRIATIONS LIMIT AND UPDATE THE ANNUAL ADJUSTMENT FACTORS FOR FISCAL YEAR 2023

WHEREAS, pursuant to Article XIIIB of the Constitution of the State of California, the City Council of the City of Newark has established a "Tax Appropriations Limit" for Fiscal Year 2023; and

WHEREAS, the provisions of Article XIIIB became effective January 1, 1981 requiring the governing body of each local jurisdiction in California to establish a Tax Appropriations Limit (also referred to as the GANN Limit) prior to the beginning of each fiscal year by resolution; and

WHEREAS, Proposition 111 allows local jurisdictions to choose among measures of inflation and population growth to compute the adjustment factor. The measures for inflation (price factors) include growth in California per capita income or growth in the City's gross assessed valuation due to new non-residential construction; while measures for population growth include population growth within the county or city; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark, in accordance with Proposition 111 guidelines, and based on the known adjustment factors of 7.55 percent change in California per capita income and a 0.15 percent change in the population growth for the City of Newark, hereby establishes the amount of $ 486,856,508 as the Tax Appropriations Limit for Fiscal Year 2023.

STAFF REPORT

Item D. 6.

DATE	06/23/2022
TO	Honorable Mayor and City Council Members
FROM	Michelle Villanueva, Senior Accountant
SUBJECT	Adopt a resolution authorizing the City Attorney to execute a Certification and Mutual Indemnification Agreement with the County of Alameda

RECOMMENDATION

Staff recommends that the City Council, by resolution, authorize the City Attorney to annually execute a Certification and Mutual Indemnification Agreement with the County of Alameda.

EXECUTIVE SUMMARY

The City currently has an agreement with Alameda County that authorizes the collection of various taxes, assessments, and fees on the secured property tax roll. Alameda County requires each entity to certify that each assessment, fee, and/or special tax collected via the tax roll meets the requirements of Proposition 218 via a certification and mutual indemnification agreement. Staff recommends authorizing execution of the agreeement.

BACKGROUND

Since the passage of Proposition 218 in 1996, the County has required that each agency or district sign an annual statement certifying that each assessment, fee, and/or special tax placed on the tax roll meets the requirements of Proposition 218.

DISCUSSION/ANALYSIS

Staff has reviewed each of the City's taxes, assessments, and fees to ensure compliance with the proposition. It is the opinion of the City Attorney that the City's taxes, assessments, and fees are in compliance with Proposition 218 requirements and the City is able to sign the certification. Staff and the City Attorney perform this evaluation on an annual basis.

FISCAL IMPACT

There is no fiscal impact.

REVIEW AND APPROVAL

Prepared by – Michelle Villanueva, Senior Accountant
Reviewed by – Krysten Lee, Finance Director
Reviewed by – Kristopher J. Kokotaylo, City Attorney
Approved by – David J. Benoun, City Manager

Attachments

Resolution

Certification and Mutual Indemnification Agreement

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY ATTORNEY TO SIGN A CERTIFICATION AND MUTUAL INDEMNIFICATION AGREEMENT WITH THE COUNTY OF ALAMEDA

WHEREAS, the City of Newark has an agreement with the County of Alameda which authorizes the collection of various taxes, assessments, and fees on the secured property tax roll; and

WHEREAS, since 1996, the County of Alameda has required that each agency or district sign an annual statement certifying that each assessment, fee, and/or special tax placed on the tax rolls meets the requirements of Proposition 218; and

WHEREAS, staff has reviewed and confirmed that each of the City's taxes, assessments, and fees are in compliance with Proposition 218.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Attorney of the City of Newark be and is hereby authorized to sign a Certification and Mutual Indemnification Agreement for the County of Alameda, said agreement on file in the Office of the City Clerk.

Certification and Mutual Indemnification Agreement

The CITY OF NEWARK (hereafter referred to as public agency) hereby certifies that to the best of its knowledge, the taxes, assessments and fees placed on the 2022/23 Secured Property Tax bill by the public agency met the requirements of Proposition 218 that added Articles XIIIC and XIIID to the State Constitution.

Therefore, for those taxes, assessments and fees which are subject to Proposition 218 and which are challenged in any legal proceeding on the basis that the public agency has failed to comply with the requirements of Proposition 218; the public agency agrees to defend, indemnify and hold harmless the County of Alameda, its Board of Supervisors, its Auditor-Controller/Clerk-Recorder, its officers and employees.

The public agency will pay any final judgment imposed upon the County of Alameda as a result of any act or omission on the part of the public agency in failing to comply with the requirements of Proposition 218.

The County of Alameda hereby agrees to defend, indemnify and hold harmless the public agency, its employees, agents and elected officials from any and all actions, causes of actions, losses, liens, damages, costs and expenses resulting from the sole negligence of the County of Alameda in assessing, distributing or collecting taxes, assessments and fees on behalf of the public agency.

If a tax, assessment or fee is challenged under Proposition 218 and the net amount of the proceeds after deduction of the County's compensation for collection are shared by both the public agency and the County of Alameda; then the parties hereby agree that their proportional share of any liability or judgment shall be equal to their proportional share of the net amount of the proceeds from the tax, assessment or fee.

The above terms are accepted by the public agency and I further certify that I am authorized to sign this agreement and bind the public agency to its terms.

CITY OF NEWARK	COUNTY OF ALAMEDA
Dated: _____	Dated: _____
By: _____ (Signature)	By: _____ (Signature)
_____ (Print Name)	_____ (Print Name)
_____ (Print Title)	President of the Board of Supervisors County of Alameda, California (Print Title)
	Approved as to form:
	_____ Farand C. Kan, Deputy County Counsel

STAFF REPORT

Item D. 7.

DATE	06/23/2022
TO	Honorable Mayor and City Council Members
FROM	Steven Turner, Community Development Director
SUBJECT	Adopt a Resolution Authorizing the City Manager to Execute the Second Amendment to the Contractual Services Agreement with 4Leaf Inc. to Provide Temporary Professional Planning Services

RECOMMENDATION

Staff recommends that the City Council approve a resolution authorizing the City Manager to execute the second amendment to the Contractual Services Agreement with 4Leaf Inc. to provide temporary professional planning services.

EXECUTIVE SUMMARY

The City has relied upon professional consultants to provide services and experience that City staff are unable to provide and to increase capacity during busy periods or when staff resources are low. In August 2021, the City entered into a Contractual Service Agreement (CSA) with 4Leaf Inc. in the amount of $110,000.00 to provide temporary professional planning services in order to complete necessary Planning Division-related tasks. 4Leaf has provided these services since September 2021. In March 2022, City Council approved the first amendment to the CSA to increase the “not-to-exceed” amount by $45,000 for a total “not-to-exceed” amount to $155,000. This first amendment allowed 4Leaf to provide the requested services through Fiscal Year 2022. Staff has evaluated the business need for 4Leaf services in Fiscal Year 2023 and has concluded that the services are required to maintain the level of customer service within the Planning Division. Staff recommends approval of a second amendment to the existing CSA, increasing the “not-to-exceed” amount by $130,000.00 for an amended total of $285,000.00. The scope of services would remain the same. The 2022-2024 Biennial Budget and Capital Improvement Plan, scheduled for City Council adoption on June 23, 2022, includes appropriations for Fiscal Year 2023 in the Planning Division's professional services budget.

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 capacity during busy periods or when staff resources are low. For example, the city currently has several contractual services agreements with consultants for on-call professional city planning services, as well as Public Works construction inspection and civil engineering development plan review

services. These consultant services agreements provide the City with flexibility to address service and experience needs while maintaining high customer service levels in an efficient manner.

In August 2021, the City entered into a Contractual Service Agreement (CSA) with 4Leaf Inc. in the amount of $110,000.00 (a value representing approximately 1,050 hours) to provide temporary professional planning services in order to meet services needs to perform critical customer service and plan review functions. 4Leaf staff has provided these services since September 2021. In March 2022, City Council approved the first amendment to the CSA to increase the “not-to-exceed” amount by $45,000 for a total “not-to-exceed” amount to $155,000. This first amendment allowed 4Leaf to provide the requested services through Fiscal Year 2022.

DISCUSSION/ANALYSIS

The need for entry-level staff capacity continues for the Community Development Department (CDD). In September 2021, CDD's Associate Planner resigned, leaving the two-remaining staff (Community Development Director and Deputy Community Development Director) to perform current and long-range planning activity within the Planning Division. The 4Leaf staff assigned to assist Newark as part of the existing CSA, provides customer services and plan review functions. These functions would have been difficult for the two remaining staff to perform and achieve service levels that are expected by the community. In February 2022, a new Associate Planner was hired, and recently, in May 2022, a new Senior Planner was hired. These positions have increased staff capacity within the department. However, the staff in these recently filled positions will focus on moderate and complex work tasks. As a result, there is still a business need for entry-level customer service and plan review tasks, as well as processing single-family design review and accessory dwelling unit project applications.

Staff recommends that the City amend the existing CSA to increase the “not-to-exceed” amount by $130,000.00 (a value representing approximately 1,280 hours of consultant staff services) thereby extending the services into Fiscal Year 2023. The scope of services would remain the same. Examples of services include responding to inquiries regarding technical planning matters at the public counter, responding to phone and/or email inquiries, processing entitlement applications, and completing building permit plan checks. The amendment would provide 4Leaf consultant services for approximately eight months.

FISCAL IMPACT

The total not-to-exceed amount for the second amendment would be increased by $130,000.00 for total not-to-exceed amount of $285,000.00. The 2022-2024 Biennial Budget and Capital Improvement Plan, scheduled for adoption by the City Council at this same meeting, includes appropriations for Fiscal Year 2023 in the Planning Division’s professional services budget in order to accommodate the requested services. The agreement and second amendment were prepared in accordance with the City’s Purchasing Rules and Regulations.

ENVIRONMENTAL REVIEW

The staff recommendation is not a "Project" as defined by the California Environmental Quality Act and is therefore not subject to environmental review.

REVIEW AND APPROVAL

Prepared by – Steven Turner, Community Development Director
Reviewed by – Kristopher J. Kokotaylo, City Attorney
Approved by – David J. Benoun, City Manager

Attachments

Resolution

Second Amendment Agreement

4Leaf Original Agreement

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT WITH 4LEAF INC. TO PROVIDE TEMPORARY PROFESSIONAL PLANNING SERVICES

WHEREAS, On August 31, 2021, the City of Newark awarded a Contractual Services Agreement (the "Agreement") to 4LEAF Inc. (the "Consultant") to provide temporary professional planning services; and

WHEREAS, pursuant to Resolution No. 11,327 the City Council approved an amendment to the Agreement in increase the amount of compensation (the "First Amendment"); and

WHEREAS, the City finds that the scope of services described in the Agreement continue to be necessary and desires to amend the Agreement to provide additional funding for the existing scope of services to be provided by the Consultant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Manager is hereby authorized to execute the second amendment to the Contractual Services Agreement with 4LEAF Inc., in a form approved by the City Attorney, to provide technical assistance by individuals possessing experience consistent with minimum qualifications provided by the City and to increase the not to exceed amount of the Agreement by $130,000.00 for a total not to exceed amount of $285,000.00.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to take all other actions consistent with this Resolution, including any necessary revisions to the scope of work for the Agreement, in a form approved by the City Attorney, that are within the total not to exceed amount of $285,000.00.

BE IT FURTHER RESOLVED, that the 2022-2024 Biennial Budget and Capital Improvement Plan, scheduled for City Council adoption on June 23, 2022, includes appropriations for Fiscal Year 2023 in the Planning Division's professional services budget in an amount to accommodate the requested second amendment compensation.

SECOND AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND 4LEAF, INC.

This Second Amendment to Contractual Services Agreement between the City of Newark, a municipal corporation, ("City") and 4LEAF, INC., a Type "C" Corporation ("Consultant") (sometimes referred to as "Parties") dated August 31, 2021 (the "Agreement"), is entered into as of _____ ___, 202_ for the provision of temporary professional planning services.

RECITALS

WHEREAS, the Parties executed the Agreement for the provision of temporary professional planning services to provide technical assistance by individuals possessing experience consistent with minimum qualifications provided by the City; and

WHEREAS, Section 27, Modifications, of the Agreement allows the Parties to amend the Agreement provided that the amendment is in writing signed by the Parties; and

WHEREAS, the parties previously executed an amendment to the Agreement to increase the amount of compensation pursuant to the Agreement, in an agreement dated April 12, 2022; and

WHEREAS, the Parties desire to amend the Agreement, Section 3.A to increase the "Not to Exceed" Compensation amount; and

WHEREAS, City staff is authorized to execute this Amendment in a form approved by the City Attorney.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Section 3.A. "Not to Exceed" Compensation, of the Agreement, is amended to increase the not to exceed compensation by $130,000, for a total not to exceed amount of $285,000 (from a previous not to exceed amount of $155,000.).

2. The Agreement's Exhibit B (Payment) is amended as outlined in the new Payment (Exhibit 1), attached hereto and incorporated herein by reference.

3. With the exception of the foregoing, all other terms and conditions in the Agreement, as amended, remain in force and effect.

City of Newark

_____

David J. Benoun
City Manager

Dated: _____

Consultant

_____

Kevin Duggan
President
4LEAF, Inc.

Dated: _____

Attest:

_____
Sheila Harrington
City Clerk

Approved as to Form:

_____
Kristopher J. Kokotaylo
City Attorney

EXHIBIT 1

PAYMENT

Consultant will provide the individual performing at the Assistant Planner level at the hourly rate of $105/hour for an amount not to exceed $155,000.

5077303.1

C21045

CONTRACTUAL SERVICES AGREEMENT

CONSULTANTS

This Service Agreement (hereinafter "Agreement") is made and entered into this 31st day of August, 2021 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and 4LEAF, INC., a Type "C" Corporation ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

WHEREAS, City requested a proposal to perform the services generally including the provision of temporary professional planning services to provide technical assistance by individuals possessing experience consistent with minimum qualifications provided by the City.

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 ten thousand and No/100 Dollars ($110,000.00) 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 01covering 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)	**$2,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:	**$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability:	**$1,000,000** per accident for bodily injury or disease.
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:

4LEAF, INC.	**CITY OF NEWARK**
CRAIG TOLE	STEVEN TURNER
Consultant	**Administrator**
Address: 4LEAF, Inc.	City of Newark
Attn: Craig Tole	Attn: Steven Turner
2126 Rheem Drive	37101 Newark Boulevard
Pleasanton, CA 94588	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

By _____
City of Newark

Date 8-31-21

4LEAF, INC.
Type "C" Corporation

By _____
Kevin J. Duggan, President

Date: 8/25/2021

Attest:

Kathleen L. Sletten
Deputy City Clerk

Date 8/31/21

Approved as to form:

_____
City Attorney

Date 8/31/2021

EXHIBIT A

SCOPE OF SERVICES

Technical Assistance at an Assistant Planner Level

Consultant shall provide the City with an individual that can provide technical assistance at an Assistant Planner level. The individual shall possess experience acceptable to the City, for a period not to exceed twelve months. Examples of services include responding to inquiries regarding technical planning matters at the public counter, responding to phone and/or email inquiries, processing entitlement applications including but not limited to; design review, use permits, zoning verification letters, and completing planning plan checks. Examples of services are further described below.

Consultant shall make the individual available up to 40 hours per week; the Community Development Director and Consultant will agree on hours of availability, which may be adjusted from time-to-time.

Other Temporary Professional Planners

Consultant shall provide the City with other professional planners to provide technical assistance as identified by the City, subject to the provision of Section 4 (ADDITIONAL SERVICES) of the Agreement.

EXAMPLES OF SERVICES - Services may include, but are not limited to, the following:

Perform technical review and monitor land use and development applications, including following up on building permits, plan checks and listings fees.

Prepare staff reports for routine land use and development plan permits including determination of overall content and format of reports.

Review and process less complex development projects, including administrative use permits, sign permits, tree removal permits, home occupation permits, etc.

Assist planners in conducting and preparing statistical and research projects, compiles zoning and planning related data as required; prepares a variety of correspondence.

Maintain department records and files in the computerized permit tracking system. Prepare graphic and mapped data using computer-based mapping/GIS.

Perform other duties of a similar nature or level.

EXHIBIT B

PAYMENT

Consultant will provide the individual performing at the Assistant Planner level at the hourly rate of $105/hour for an amount not to exceed $110,000.

EXHIBIT C

QUALIFICATIONS

3859459.1

EXHIBIT C: QUALIFICATIONS

4LEAF, Inc. (4LEAF) is a California "C" Corporation established in 1999 and incorporated in 2001. Our extensive team of professional Planners are fully equipped with the training and experience to help balance current, long-range, and environmental planning services for jurisdictions throughout California. Our goal is to set the industry standard for excellent customer service as we continue to grow our highly qualified staff that has reached **300+ professional personnel** throughout California, Washington, Nevada, Oregon, and New England.

FIRM MANAGEMENT

President: Kevin Duggan
(P) – (925) 462-5959 (E) – kduggan@4leafinc.com

Director of Housing Policy: Jane Riley, AICP
(P) – (707) 293-4313 (E) – jriley@4leafinc.com

Project Manager/Dir. of Planning: Daniel Hortert, AICP
(P) – (925) 999-6184 (E) – dhortert@4leafinc.com

Dir. of Development Services: Michael Renner, CBO
(C) – (925) 785-3581 (E) – mrenner@4leafinc.com

OFFICE LOCATIONS

Bay Area - Corporate Office
2126 Rheem Drive
Pleasanton, CA 94588

Sacramento Office
8896 North Winding Way
Fair Oaks, CA 95628

Southern California Area Office
5140 Birch Street, Second Floor
Newport Beach, CA 92660

Paradise Office
6848 Skyway, Suite F
Paradise, CA 95969

Santa Cruz Office
701 Ocean Street
Santa Cruz, CA 95060

San Diego Office
402 West Broadway, Suite 400
San Diego, CA 92101

Washington Office
1201 Pacific Avenue, Suite 600
Tacoma, WA 98402

New England Office
132 Central St., Suite 210
Foxboro, MA 02035

4LEAF Consulting, LLC
125 E. Reno Ave., Suite 3
Las Vegas, NV 89119

PROFESSIONALS

Title	Number of Staff
Planners	25
Environmental Planners	2
Principal Planners	6
AICP Accredited Planners	5
ICC Permit/Planning Technicians	32

PHILOSOPHY OF THE FIRM

4LEAF employs 25 professional Planners with a variety of skills and experience, which will provide the depth of staffing necessary to achieve all requirements and needs of our clients. 4LEAF approaches client relationships differently than what you might encounter with a large corporation. **The 4LEAF philosophy is to be the best firm by providing our clients with outstanding customer care and first-rate customer service**—we put our philosophy into action by building relationships and prioritizing the needs of our clients. This has led us to become the industry leader in providing Planning and Community Development services to public and private agencies.

4LEAF Planners have successfully taken on complex duties in locations hardest hit by wildfires in recent years including the City of Malibu, Town of Paradise, County of Sonoma, and County of Santa Cruz. Our ability to augment services to expedite Planning and permitting processes ensures that residents are afforded an opportunity to get their lives back. Other recent on-call Planning placements include the City of Pinole where 4LEAF assignments consist of a Permit Technician, Code Enforcement Officer, a Project Planner, and a 4-month contract for a Planning Manager to oversee the Planning, Building, and Code Enforcement Divisions. In addition, 4LEAF has secured an assignment with the City of Pleasant Hill overseeing complex developer funded projects as well as City-driven policy updates.

4LEAF has successfully placed a variety of skilled staff in local and county agencies for over 20 years. Our professional, certified, and registered staff bring the greatest knowledge and understanding of their respective fields, which ensures that our clients receive staff that are highly experienced and able to assimilate into any environment, project, and team.

PLANNING SERVICES

4LEAF thrives on customer service and recognizes that every contact we make—whether an applicant, the general public, or an agency representative—is critical for building and maintaining partnerships. Customer care is a core value at 4LEAF, and our staff is expected to operate in a fashion aligned with this value. Our Planners have successfully completed many design review applications, use permits, subdivisions/plats, land development code updates, general and comprehensive plan updates and development, cannabis regulations, environmental documentation oversight, affordable housing, and solar, wind, and energy compatibility projects.

Additionally, 4LEAF provides staff augmentation services for local government organizations by placing skilled professionals across all levels of Planning and Community Development including Planners, Permit Technicians, Plan Checkers, Building Inspectors, Code Enforcement Officers, and Engineering Technicians. We are also able to provide current, long-range, and environmental planning functions for upcoming projects. All 4LEAF Planners and Environmental Professionals can operate at various levels within the profession.

APPROACH

Our staff's attention to detail and organized approach to project management helps maintain project schedules and ensures positive and timely results. 4LEAF Planners have the specific skills to complete any request and possess the technical writing and report preparation abilities needed to convey the greatest detail in a manner that is easy

to understand with solid recommendations of findings rooted in the plans, policies, and codes that reinforce our clients' goals.

We are dedicated to understanding the vision of a community and rigorously working towards that vision. We utilize application checklists as the foundation of our review and translate policies and regulations as they apply to development applications. We transpose our findings into informative, concise, and simple to understand staff reports or studies. These endeavors cannot be accomplished in a vacuum and our staff are well-versed in project management and will work diligently with other departments and agencies to ensure that the highest levels of review and feedback are achieved.

4LEAF Planners will arrive on-site with a positive attitude and will make every attempt to move projects forward to achieve successful outcomes. We are creative in our approach and can develop alternative methods to achieve the best outcome for the communities, agencies, and applicants. The Planning Division at 4LEAF is responsible for integrating staff into Local and State jurisdictions where we are routinely called upon to supplement vacancies and staff shortages. We also provide staff augmentation services when projects require focused processing and management of a variety of land use applications for compliance with land development codes and general, adopted area, and specific plans.

Our team evaluates the environmental impacts of private development proposals and coordinates with other divisions to ensure that standards for building safety and infrastructure systems are appropriately addressed with new development.

ON-CALL SERVICES

The 4LEAF standard is to provide staff who are well equipped and capable of interpreting plans, policies, and codes quickly and concisely to ensure a timely turnaround for various planning applications. Whether a Conditional Use Permit (CUP), Development Review, Subdivision or Map Reviews, General Plan, or Zoning Amendments, we can meet your needs.

4LEAF Planners are expected to comprehend plans, policies, and the codes of our client agencies to the greatest extent possible prior to beginning assignments. We understand a wide range of Planning principles and have mastered the concepts of the industry. Our team of Planners has successfully managed complex projects ranging from pre-application through final approval including environmental review and certification. At 4LEAF, we perform a deep dive into agency plans and policies to fully comprehend the vision, mission, and culture of your organization. This allows us to place the most qualified individual(s) and fulfill agency needs.

RELEVANT PROJECT EXAMPLES

Our project history includes the below jurisdictions for which the following services are provided: Comprehensive Planning Services including Specific Plans, General Plan Amendments, and work on Long-Range initiatives related to fire resiliency and disaster recovery. Other Planning duties undertaken by our staff include the development of submittal forms to meet statutory requirements, taking in and reviewing projects for rebuilding and temporary housing, conducting pre-design rebuild meetings, responding to the planning and zoning information hotline as applicable, housing and safety element updates, and conducting site inspections and property research to support application processing and meetings.

City of Pleasant Hill

On-Call Planning Services

4LEAF is currently **providing a Senior-Level Planner** to the City where we oversee several complex planning projects. All projects with the City of Pleasant Hill are developer-funded and responsibilities include:

CITY OF PLEASANT HILL

- Preparing staff reports, resolutions, and ordinances for recommendations
- Processing applications for minor/major subdivisions
- Planned Unit Development/Specific Plan
- General Plan Amendment
- Minor/Major Subdivisions
- Development Plans
- CEQA Review
- Architectural Review Permits



Current/recent project support:

- **Downtown Cleveland Multi-family Specific Plan**: Architectural Review, Planned Unit Development/Specific Plan "Concept Plan," Development Plan, General Plan Amendment, and environmental review for a 189-unit multi-family residential development near the City's Downtown.
- **Oak Park Specific Plan:** 34 lot major subdivision, development plan, and rezone (PUD). Rezone from R-10 (SFR 10,000 min) to Multi-family very low density as part of a Planned Unit Development/Specific Plan, development plan review.
- **590 Creekside Minor Subdivision:** 2-lot single family subdivision. Prepared all staff reports findings and resolution for approval before the Planning Commission and City Council.
- **2001 CCB Façade Improvements:** Façade improvements for a medium sized retail center. Architectural Review permit. Application withdrawn because of costs.

Client Name: City of Pleasant Hill
Client Contact: Troy Fujimoto, Interim City Planner
Client Telephone: (925) 671-5209
Client Email: TFujimoto@PleasantHillca.org

City of Pinole

Planning, Code Enforcement, Permit Processing, Plan Review Services

4LEAF is providing **one (1) Associate Planner, one (1) Planning Manager, one (1) Code Enforcement Officer, and one (1) Senior Permit Technician** to assist with the City of Pinole's planning needs.

Developer-funded projects:

- **Lucky's Façade Modification** – Design review for upgrade to façade for Lucky's store in a major retail center. Required Planning Commission approval.
- **1409 & 1431 Nob Hill** – Design review for two (2) Single-Family residential structures.
- **East Bay Ophthalmology Center** – 1289 Pinole Valley Road. Design review for a 6,900 square foot medical office building. Planning Commission and City Council approval.
- **West Coast Arborists, Inc.** – Design review for Contractor's yard including remodeling existing 2,000 s.f. metal building, resurfacing of existing paved area and addition of new paving. Required Planning Commission approval.
- **Making Waves Academy Pinole Campus** – Application submitted for Design Review and Sign Program of a new K-4th public school campus on a 7.8-acre infill parcel. The project includes the demolition of the existing Tenet Medical building and construction of two state of the art two-story classroom buildings, a multi-purpose building and an administrative building totaling 95,250 square feet and outdoor space. Required Planning Commission approval (project withdrawn).
- **Hazel Drive Four-Lot Subdivision** – Design Review for single family development and Development Agreement for roadway connection to Sunnyview Drive, West end of Hazel Drive. Required City council approval due to Development Agreement.
- **Pinole Square** – Application submitted to renovate and expand the existing Safeway Grocery store and add a new gas station and construct new commercial pad buildings. Manage environmental review consultant. Planning Commission and City Council Approval. Finishing up environmental review.
- **Pinole Woods** – Design Review for a 100+ unit senior housing development.

City-funded project:

- Downtown pedestrian/parking study.

Client Name: City of Pinole
Client Contact: Tamara Miller, Development Services Director/Engineer
Client Telephone: (510) 724-9017
Client Email: TMiller@Ci.Pinole.ca.us



City of Greenfield, CA

Planning & Building Department Services

4LEAF was selected as the sole provider of Building Department Services for the City of Pacific Grove in 2019 on a five-year contract. 4LEAF provides the entire Building Department personnel group, has two (2) Planners on staff, and also helped the City implement the new permitting software iWorQ in 2019. Our scope of services includes:

- Training of Community Development Department staff regarding all facets of prescribed best practices pertaining to Planning and Building permit issuance, including preparation of procedural guidelines/manuals.
- Processing land use current Planning permits.
- Training for use of new iWorQ software and using the software to input data.
- Research and working with the GP/Zoning Code.
- Manage Planning projects.
- Conduct interdepartmental review among City departments.
- Perform application review for discretionary and ministerial projects.
- Environmental reviews, writing Initial Studies, and managing CEQA documents.

Below are the upcoming projects our team plans to work on for the City:

Yanks

- Under construction – consists of museum, roads, 170-room hotel, restaurants, fueling stations, hangars, Air Strip, winery, amphitheater, and Luxury RV Park
- Ongoing building of Phase II
- Project has been around 30 years, valuation of over $100M
- Planned Unit Development permit

Nino Homes

- Entitlements: 150 +/- single family residential development
- Return-market-rate housing developer

Walnut Avenue Specific Plan (WASP)

- 62 acres hosting a Starbucks, Arco, Carl's Junior, an H2A farmworker housing debacle, and a Marriott Fairmont Hotel
- Building plans currently under review
- Senior-Level project management assignment

Client Name:	City of Greenfield
Client Contact:	Paul Mugan, Community Development Dir.
Client Telephone:	(831) 674-5591
Contact Email:	PMugan@Ci.Greenfield.ca.us

City of Malibu

Planning, Public Works, and Fire Recovery

In addition to our other services, 4LEAF is providing the City of Malibu with **two (2) Associate Planners and one (1) Senior Planner** whose main task was providing residents and local professionals with the necessary information to proceed with rebuilding their respective projects. This information included application(s), fees, and average timeline for completion of entitlements. We also worked with the other City departments to create and convey all regulations related to reconstruction.

Rebuilds that differed significantly from the original design or footprint required administrative or Planning Commission approval. Staff worked with the City staff to coordinate outreach and educational meetings to speak to residents and local professionals. Staff also provided data analysis on application types received, approved, and pending for public dissemination and City meetings.

Client Name: City of Malibu
Client Contact: Elizabeth Shavelson, Assistant City Manager
Client Telephone: (310) 456-2489
Client Email: EShavelson@MalibuCity.org



STAFF REPORT
Item D. 8.

DATE	06/23/2022
TO	Honorable Mayor and City Council Members
FROM	Diana Cangco, Senior Civil Engineer
SUBJECT	Adopt a Resolution Approving Contractual Services Agreements with MNS Engineers, Inc. and CSG Consultants, Inc. for on-call Public Works Construction Inspection Services

RECOMMENDATION

Staff recommends that the City Council approve Contractual Services Agreements with MNS Engineers, Inc. and CSG Consultants, Inc. for on-call Public Works Construction Inspection Services.

EXECUTIVE SUMMARY

The current Contractual Services Agreements for on-call Public Works Construction Inspection Services will expire on June 30, 2022. Based on current and projected development activity, on-call Public Works Construction Inspection Services will be required for the foreseeable future. Engineering staff is recommending the approval of Contractual Services Agreements for on-call Public Works Construction Inspections Services with two (2) consultants, MNS Engineers, Inc. and CSG Consultants, Inc., with not-to-exceed amounts of $304,000 and $50,000, respectively.

BACKGROUND

The Public Works Engineering Division provides construction inspection for both private land development and Public Works capital improvement projects. Construction services provided cover a wide range of activities that include, but are not limited to, evaluating job sites for conformance with City, State, and Federal regulations; conducting construction daily reports, memos, or logs; maintaining records for encroachment permits, subdivision agreements, and private development permits; and inspecting installation of infrastructure for both public and private street improvements.

The current and projected service level demands for land development construction inspections remain high, requiring staff augmentation through the on-call service contracts. Construction at Bayside Newark (formerly Dumbarton Transit Oriented Development) in particular, continues at elevated levels. In addition, construction for Phase 1 of NewPark Place (Newpark Mall) is currently underway, along with other in-fill subdivision projects like Filbert Villas, Muse Court Condos, and Magnolia Residences.

DISCUSSION/ANALYSIS

The Engineering Division is responding to the continued high demand for Public Works inspection by utilizing on-call consultants. In accordance with the City's Purchasing Rules and Regulations, staff prepared and initiated an RFQ for on-call Public Works Inspection Services. Seven (7) Statement of Qualifications (SOQ) were received and evaluated and ranked based on completeness and responsiveness to the RFQ. Engineering staff selected two (2) consultants and is recommending the approval of Contractual Services Agreements with MNS Engineers, Inc. and CSG Consultants, Inc., with not-to-exceed amounts of $304,000 and $50,000, respectively.

Each of the Contractual Services Agreements will be for a two-year term, beginning on July 1, 2022 and expiring on June 30, 2024, renewable for two (2) additional one (1) year terms upon mutual consent of the City and selected consultants, subject to available funding.

FISCAL IMPACT

Under the terms of the agreements, the selected consultants would provide on-call Public Works Inspection Services based upon the adopted compensation rates. The 2022-2024 Biennial Budget includes sufficient funds in the Engineering Division operating budget to fund the requested services for the two-year budget cycle.

REVIEW AND APPROVAL

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

Attachments

Resolution MNS and CSG
MNS Engineers Agreement
CSG Consultants Agreement

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING CONTRACTUAL SERVICES AGREEMENTS WITH MNS ENGINEERS, INC. AND CSG CONSULTANTS, INC. FOR ON-CALL PUBLIC WORKS CONSTRUCTION INSPECTION SERVICES

WHEREAS, the City issued Requests for Qualifications ("RFQ") for Public Works Construction Inspection Services; and

WHEREAS, a total of seven statements of qualifications were received and evaluated by staff based on completeness and responsiveness to the RFQ; and

WHEREAS, based on staff's evaluation, MNS Engineers, Inc. and CSG Consultants, Inc. were determined to be the most qualified firms to provide the Public Works Construction Inspection Services; and

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

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby approves and authorizes the City Manager to execute a agreements with MNS Engineers, Inc. in an amount not to exceed $304,000 and CSG Consultants, Inc. in an amount not to exceed $50,000, in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the Public Works Director is hereby authorized to renew each aforementioned Contractual Services Agreement for up to two additional one-year terms upon mutual consent of the City and the selected consultant, subject to available funding.

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

CONTRACTUAL SERVICES AGREEMENT

CONSULTANTS

This Service Agreement (hereinafter "Agreement") is made and entered into this 23RD day of JUNE, 2022 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and **MNS ENGINEERS, INC.**, a California corporation ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

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

WHEREAS, in response to City's request, Consultant submitted a proposal (hereinafter "Proposal"), now on file with the City Engineer and incorporated herein by reference; 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 the Proposal, City finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested Services.

NOW, THEREFORE, the Parties hereto agree as follows:

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

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

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

3. COMPENSATION.

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

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of Three Hundred Four Thousand Dollars ($304,000) for fiscal year 2022-2023 and for each subsequent fiscal year as may be allocated at, above or below this amount for the specified fiscal year, unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services and/or incurring such costs and expenses by City, evidenced in writing as Additional Services by Task Order (see Section 4. Additional Services of this Agreement).

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

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

Invoices shall be sent to:

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

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

C. Payment. Upon receipt of 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 the Proposal. Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or subconsultants identified in the Proposal, without the prior written consent of City. All Services shall be performed by, or under, the direct supervision of Consultant's Authorized Representative.

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

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

8. INFORMATION AND DOCUMENTATION.

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

B. Consultant's Accounting Records. Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four (4) years. Consultant's

accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultants' invoices and payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

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

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

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

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

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

A. Verification of Coverage.

Consultant shall furnish City with original certificates 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. 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 inquiry; 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-completed operations, property damage, bodily injury, and personal and advertising injury)	**$2,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:	**$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability:	**$1,000,000** per accident for bodily injury or disease.
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. 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.

E. Claims Made Policies.

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

F. Wasting Policies.

No policy required by this paragraph 12 shall include a "wasting" policy limit (i.e. 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. 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 and shall not be canceled during the term of this Agreement without notice to the 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 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 12 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

9. Variation. The 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".

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

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

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

16. TERM/TERMINATION.

A. The term of this Agreement shall commence upon the date first hereinabove written and shall expire on June 30, 2024. At the end of the term, the City may

renew this Agreement for two (2) one-year terms as authorized by the by the Public Works Director, City Manager, or City Council.

B. Notwithstanding the provisions of paragraph 16 section A above, City may terminate this Agreement at any time and without cause upon written notification to the Consultant. Consultant may cancel this Agreement upon thirty (30) day's 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.

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

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

	CITY OF NEWARK
JEFF EDWARDS	PUBLIC WORKS DIRECTOR
Vice President	**Administrator**
Address: MNS Engineers, Inc. 201 N. Calle Cesar Chavez Suite 300 Santa Barbara, CA 93103	City of Newark Attn: Public Works Director 37101 Newark Boulevard Newark, CA 94560

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF NEWARK,
a municipal corporation

By _____
David Benoun, City Manager

Date _____

Attest:

_____
Sheila Harrington, City Clerk

Date _____

Approved as to form:

_____
Kristopher Kokotaylo, City Attorney

Date _____

MNS ENGINEERS, INC.
a California corporation

By _____

Date _____

_____
Printed Name, Title

EXHIBIT A

SCOPE OF SERVICES

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

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

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

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

EXHIBIT B

PAYMENT

2022 STANDARD SCHEDULE OF FEES

PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge	$320
Senior Project/Program Manager	295
Project/Program Manager	255
Assistant Project/Program Manager	215
Senior Project Coordinator	175
Project Coordinator	145

ENGINEERING

Principal Engineer	$280
Lead Engineer	245
Supervising Engineer	235
Senior Project Engineer	220
Project Engineer	200
Associate Engineer	180
Assistant Engineer	165

SURVEYING

Principal Surveyor	$260
Lead Surveyor	250
Supervising Surveyor	215
Senior Project Surveyor	195
Project Surveyor	170
Senior Land Title Analyst	165
Associate Project Surveyor	160
Assistant Project Surveyor	145
Party Chief (PW)	170
Chainperson (PW)	150
One-Person Survey Crew (PW)	210

CONSTRUCTION MANAGEMENT

Principal Construction Manager	$305
Senior Construction Manager	275
Senior Resident Engineer	265
Resident Engineer	240
Structure Representative	235
Construction Manager	210
Assistant Resident Engineer	195
Sr. Construction Inspector (PW)	177
Construction Inspector (PW)	168
Office Administrator	130

TECHNICAL SUPPORT

CADD Manager	$195
Supervising Technician	165
Senior Technician	155
Engineering Technician	125

ADMINISTRATIVE SUPPORT

Senior Management Analyst	$180
Management Analyst	155
IT Technician	135
Graphics/Visualization Specialist	120
Administrative Assistant	95

GOVERNMENT SERVICES

City Engineer	$240
Deputy City Engineer	215
Assistant City Engineer	205
Plan Check Engineer	190
Permit Engineer	180
City Inspector	150
Senior City Inspector (PW)	177
City Inspector (PW)	168
Principal Stormwater Specialist	175
Senior Stormwater Specialist	165
Stormwater Specialist	155
Stormwater Technician	140
Building Official	215
Senior Building Inspector	190
Building Inspector	160
Planning Director	215
Senior City Planner	190
Assistant Planner	160
Senior Grant Writer	175
Grant Writer	165
Grant Associate	145
Grant Assistant	125

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate. Expert Witness services will be charged at three (3) times listed rate.

PREVAILING WAGE RATES

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

ANNUAL ESCALATION

Standard fee rates provided for each classification are subject to an annual escalation increase of 3.5% starting January 1, 2023.

OVERTIME

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classification will be charged at 1 x hourly rate.

CONTRACTUAL SERVICES AGREEMENT

CONSULTANTS

This Service Agreement (hereinafter "Agreement") is made and entered into this 23RD day of JUNE, 2022 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and **CSG CONSULTANTS, INC.**, a California corporation ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

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

WHEREAS, in response to City's request, Consultant submitted a proposal (hereinafter "Proposal"), now on file with the City Engineer and incorporated herein by reference; 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 the Proposal, City finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested Services.

NOW, THEREFORE, the Parties hereto agree as follows:

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

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

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

3. COMPENSATION.

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

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of Fifty Thousand Dollars ($50,000) for fiscal year 2022-2023 and for each subsequent fiscal year as may be allocated at, above or below this amount for the specified fiscal year, unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services and/or incurring such costs and expenses by City, evidenced in writing as Additional Services by Task Order (see Section 4. Additional Services of this Agreement).

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

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

Invoices shall be sent to:

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

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

C. Payment. Upon receipt of 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 by City and Consultant 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 the Proposal. Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or subconsultants identified in the Proposal, without the prior written consent of City. All Services shall be performed by, or under, the direct supervision of Consultant's Authorized Representative.

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

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

8. INFORMATION AND DOCUMENTATION.

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

B. Consultant's Accounting Records. Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four (4) years. Consultant's

accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultants' invoices and payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

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

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

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

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

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

A. Verification of Coverage.

Consultant shall furnish City with original certificates 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. 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 inquiry; 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-completed operations, property damage, bodily injury, and personal and advertising injury)	**$2,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:	**$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability:	**$1,000,000** per accident for bodily injury or disease.
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. 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.

E. Claims Made Policies.

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

F. Wasting Policies.

No policy required by this paragraph 12 shall include a "wasting" policy limit (i.e. 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. 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 and shall not be canceled during the term of this Agreement without notice to the 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 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 12 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

9. Variation. The 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".

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

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

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

16. TERM/TERMINATION.

A. The term of this Agreement shall commence upon the date first hereinabove written and shall expire on June 30, 2024. At the end of the term, the City may

renew this Agreement for two (2) one-year terms as authorized by the by the Public Works Director, City Manager, or City Council.

B. Notwithstanding the provisions of paragraph 16 section A above, City may terminate this Agreement at any time and without cause upon written notification to the Consultant. Consultant may cancel this Agreement upon thirty (30) day's 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.

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

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

	CITY OF NEWARK
NOURDIN KHAYATA	PUBLIC WORKS DIRECTOR
Vice President	**Administrator**
Address: CSG Consultants, Inc. 550 Pilgrim Drive Foster City, CA 94404	City of Newark Attn: Public Works Director 37101 Newark Boulevard Newark, CA 94560

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF NEWARK,
a municipal corporation

By _____
David Benoun, City Manager

Date _____

Attest:

_____
Sheila Harrington, City Clerk

Date _____

Approved as to form:

_____
Kristopher Kokotaylo, City Attorney

Date _____

CSG CONSULTANTS, INC.
a California corporation

By _____

Date _____

_____
Printed Name, Title

EXHIBIT A

SCOPE OF SERVICES

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

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

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

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

EXHIBIT B

PAYMENT

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

Professional Engineering Services	2022 Hourly Rate
Construction Inspector	$155
Assistant Resident Engineer	$175
Senior Construction Inspector	$165
Resident Engineer	$210
Structure Representative	$210
Principal Engineer	$240
Senior Principal Engineer	$260

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, travel and office expenses. CSG will coordinate the pickup and return of plans to and from CSG offices. Overtime work will be billed at 1.5x the hourly rates indicated in the table above. On July 1 following the first year of the contract, CSG will initiate a rate increase based on change in CPI-U for the applicable region. CSG will mail/email an invoice every month for services rendered during the previous month. Rates will be adjusted annually based on CPI

STAFF REPORT

Item D. 9.

DATE	06/23/2022
TO	Honorable Mayor and City Council Members
FROM	Diana Cangco, Senior Civil Engineer
SUBJECT	Adopt a resolution accepting public subdivision improvements for Tract 8498 - Classic 36304 Newark Boulevard, a 9-lot residential subdivision located at 36304-36310 Newark Boulevard

RECOMMENDATION

Staff recommends that the City Council adopt a resolution accepting the public subdivision improvements for Tract 8498 – Classic 36304 Newark Boulevard, a 9-lot residential subdivision at 36304-36310 Newark Boulevard

EXECUTIVE SUMMARY

Public and private improvements for Tract 8498, a 9-lot residential subdivision at 36304-36310 Newark Boulevard, have been completed in substantial compliance with the plans and specifications of the project. The developer, Classic 36304 Newark Boulevard, L.P., has provided a Performance Bond rider in the amount of $88,000 to guarantee the completed subdivision improvements for a one-year maintenance period.

BACKGROUND

On April 9, 2020, the developer, Classic 36304 Newark Boulevard, L.P., entered into a Subdivision Agreement with the City of Newark to construct public and private improvements for Tract 8498, a 9-lot residential subdivision located at 36304-36310 Newark Boulevard. Classic 36304 Newark Boulevard, L.P. provided a Performance Bond in the amount of $880,000 and a Materials Bond in the amount of $440,000, both issued by Everest Reinsurance Company, to guarantee the subdivision improvements within Newark Boulevard right-of-way and all private in-tract common area improvements. The public improvements included new frontage sidewalk and landscaping, utility connections and pavement overlay. The private improvements included a new private street cul-de-sac, driveways, sidewalk, signage, utilities, storm drain and stormwater treatment systems, lighting, landscaping, and other common area improvements.

DISCUSSION/ANALYSIS

The construction of the subdivision improvements for Tract 8498 – Classic 36304 Newark Boulevard is now complete. The developer, Classic 36304 Newark Boulevard, L.P., has provided a Performance Bond rider in place for the Warranty Bond in the amount of $88,000 for the correction of any defective materials or workmanship within the designated one-year maintenance period. The public improvements, after acceptance, will be owned and maintained by the City. The private improvements for the common benefit of all homeowners will be owned and maintained by the Classics at 36304 Newark Boulevard Homeowners Association.

FISCAL IMPACT

The estimated additional annual maintenance cost of the public improvements associated with Tract 8498 is $200 for one new storm drain inlet and trash capture device on Newark Boulevard.

REVIEW AND APPROVAL

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

Attachments

Resolution

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ACCEPTING PUBLIC SUBDIVISION IMPROVEMENTS FOR TRACT 8498 – CLASSIC 36304 NEWARK BOULEVARD, A 9-LOT RESIDENTIAL SUBDIVISION AT 36304-36310 NEWARK BOULEVARD

WHEREAS, Classic 36304 Newark Boulevard, L.P. previously entered into a Subdivision Agreement with the City of Newark dated April 9, 2020 (Resolution 11033) for the construction of certain public and private improvements for Tract 8498 – Classic 36304 Newark Bouelvard, a 9-lot residential subdivision located at 36304-36310 Newark Boulevard in accordance with plans and specifications on file with the City Engineer; and

WHEREAS, the scope of public improvements on Newark Boulevard included new frontage sidewalk and landscaping, utility connections, and pavement overlay; and

WHEREAS, said work has been completed in substantial compliance with the plans and specifications of the contract entered into heretofore and the City Engineer has recommended the acceptance of these public improvements on Newark Boulevard; and

WHEREAS, additional work was completed in substantial compliance with the plans and specifications, within the common areas of the project site to be owned and maintained by the Classics at 36304 Newark Boulevard Homeowners Association, including but not limited to private street cul-de-sac, driveways, sidewalks, signage, utilities, storm drain and stormwater treatment systems, lighting, landscaping, and other common area improvements; and

WHEREAS, Classic 36304 Newark Boulevard, L.P. has furnished a Performance Bond rider in place of the required Warrant Bond in the amount of $88,000 for the correction of any defective materials or workmanship within a designated one-year maintenance period.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that said public improvements on Newark Boulevard are hereby accepted.

BE IT FURTHER RESOLVED that the City Council of the City of Newark does hereby approve the Performance Bond rider in place of the required Warranty Bond in the amount of $88,000.

BE IT FURTHER RESOLVED that the City Council of the City of Newark does hereby authorize the release of the Materials Bond in the amount of $440,000 guaranteeing the completion of work in Tract 8498.

STAFF REPORT

Item D. 10.

DATE	06/23/2022
TO	Honorable Mayor and City Council Members
FROM	Lenka Hovorka, Assistant City Manager
SUBJECT	Adopt a resolution approving and authorizing the City Manager to execute a purchase order with Dell Marketing, L.P. (Dell) in the amount of $360,668.25 for the renewal of software licenses and subscription services

RECOMMENDATION

Staff recommends that the City Council, by resolution, approve and authorize the City Manager to execute a purchase order with Dell Marketing, L.P. (Dell) in the amount of $360,668.25 for the purchase of Microsoft 365 and Office 365 license renewals and software subscription services for three additional years.

EXECUTIVE SUMMARY

The City first purchased Microsoft 365 and Office 365 licenses and software subscription services in 2020, and has most recently used Dell to provide these licenses and services due to their competitive pricing. City staff recommends renewal of these licenses and services be purchased through Dell for an additional three years as a cost-effective solution for business continuity.

BACKGROUND

In 2020, the City transitioned its citywide computer operating systems to Microsoft 365 and Office 365 in order to prevent the loss of functionality and vendor support for the various software programs used by City staff to execute City services. These licenses were first purchased through a third party contractor who provided limited support services on an hourly basis. In 2021, the City transitioned to receiving Microsoft 365 and Office 365 licenses and software subscription services from Dell, which was found to offer competitive pricing and additional customer support. On September 9, 2021, City Council authorized the purchase of one year licensing and software subscription services from Dell.

DISCUSSION/ANALYSIS

The continued use of Microsoft 365 and Office 365 is necessary to avoid disruption to the City's computer operating system. In preparation for the renewal of these licenses, Information Technology (IT) Department staff audited the use of current licenses and made adjustments that better matched the current and anticipated needs of City staff. IT Department staff used this new information to obtain pricing from our current vendor of these services, resulting in annual cost savings. Additionally, after researching other

potential vendors, IT Department staff identified Dell as offering the lowest cost for the licensing and subscription services required to meet the City's needs.

FISCAL IMPACT

If approved, the City would be required to make three annual payments of $120,222.75 each in fiscal years 2022-23, 2023-24, and 2024-25. The Information Technology Department anticipated these costs and included the first two payments in the proposed 2022-24 biennial budget, and would propose the third and final payment be included in the following biennial budget cycle of 2024-26.

REVIEW AND APPROVAL

Prepared by – Lenka Hovorka, Assistant City Manager
Reviewed by – Kristopher J. Kokotaylo, City Attorney
Approved by – David J. Benoun, City Manager

Attachments

Dell Resolution

Dell Marketing, L.P. quote

Licensing Solution Provider Agreement

Licensing Solution Provider Agreement Amendment No. 1

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER WITH DELL MARKETING, L.P., IN THE AMOUNT NOT TO EXCEED $360,668.25

WHEREAS, they City purchased Microsoft 365 and Office 365 licenses and software subscription services in 2020 and has used Dell Marketing, L.P. as the provider of these services as approved by City Council on September 9, 2021; and

WHEREAS, City staff reviewed its existing licenses and software subscription services and identified areas to achieve cost savings; and

WHEREAS, Dell Marketing, L.P. offers cost-effective Microsoft 365 licensing and support services; and

WHEREAS, a cooperative purchasing agreement that satisfies the City's procurement process exists (Licensing Provider Agreement Number PSA-0001524 and Amendment No. 1, expiring October 31, 2024); and

WHEREAS, Dell Marketing, L.P. submitted a quote in the amount of $360,668.25 for licenses and software assurances and a three year subscription to Cloud Solution Provider - Microsoft 365 and Office 365; and

WHEREAS, annual payments in the amount of $120,222.75 are included in the Information Technology Department budget for licensing and software services.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby approves and authorizes the City Manager to execute a purchase order and any necessary agreements, in a form approved by the City Attorney, with Dell Marketing, L.P. in the amount not to exceed $360,668.25 for three years of Microsoft 365 and Office 365 service and support.

Dell Customer Confidential

Quotation

Sam Andrews
sam.andrews@dell.com
512.720.4469

Customer: City of Newark
Contract: Riverside County Master Agreement - PSA-0001524 (8084445) **Date of Issue:** 6/10/2022
Microsoft Enterprise Agreement (EA) #: TBD/ Future **Quote Expires:** 6/30/2022

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

Section 1- Licenses and Software Assurance

Product Description	Mfg#	Quantity	Unit Price		Ext. Price
Windows Server Standard 16-core License and Software Assurance *(for PD cluster; licensing each host 3 times to give each host up to 6 VMs)*	9EM-00265	9	$355.74		$3,201.66
Windows Server Datacenter 16-core License and Software Assurance *(for City cluster; Windows Datacenter gives you unlimited Windows Svr VMs)*	9EA-00271	3	$2,309.78		$6,929.34
SQLSvrStdCore ALNG LicSAPk MVL 2-core License and SA *(timecard + HDL)*	7NQ-00302	4	$1,345.19		$5,380.76
SQLSvrStd ALNG LicSAPk MVL *(PW server)*	228-04437	1	$336.87		$336.87
Win Server External Connector ALng LSA *(covers external/non-city people that are accessing a city Windows Server for any reason - HDL server)*	R39-00374	1	$757.48		$757.48
			Annual Payment Section 1:		$16,606.11

Section 2- Monthly Subscriptions

Product Description	Mfg#	Quantity	Months	Unit Price	Ext. Price
Enterprise Online Services Products					
M365 G3 Unified GCC Sub Per User	AAD-34704	260	12	$30.80	$96,096.00
O365 G1 GCC Sub Per User	U4S-00002	15	12	$6.91	$1,243.80
EntMobandSecE3Full GCC ShrdSvr ALNG SubsVL MVL PerUsr	AAD-32907	15	12	$8.41	$1,513.80
Win E3 ALng Sub MVL Per User *(Windows Enterprise upgrade from Pro with SA benefits)*	AAA-10787	15	12	$4.93	$887.40
					$0.00
Additional Online Services Products					
VisioPlan2GCC ShrdSvr ALNG SubsVL MVL PerUsr	P3U-00001	20	12	$11.17	$2,680.80
Audio Conferencing Select Dial Out GCC Sub Add-on	NYH-00001	275	12	$0.00	$0.00
Azure Commitment (government-cloud)	J5U-00001	1	12	$99.57	$1,194.84
					$0.00
			Annual Payment Section 2:		$103,616.64

Notes:
Microsoft Enterprise Agreement (EA) Master#: 8084445
Microsoft Enterprise Agreement (EA) Enrollment#: Future/TBD
Previous Enrollment# (NA/ CSP)

Total Annual Payment Yr 1	$120,222.75
Total Annual Payment Yr 2	$120,222.75
Total Annual Payment Yr 3	$120,222.75
Total of 3 years of Payments	$360,668.25

Notes:

1) Customer's purchase is subject to Dell's Terms and Conditions of Sale found at www.dell.com, unless Customer has a separate purchase agreement with Dell.
2) Sales/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order.If exempt, Customer must have an Exemption Certificate on file.
3) If you have a question re: your tax status, please contact your Dell | ASAP Software Inside sales representative listed above.Shipments to California: for certain products, a State Environmental Fee of up to $10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to www.dell.com/environmentalfee.
4) All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.
5) All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.
6) Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.

Licensing Solution Provider Agreement Number PSA-0001524

This Licensing Solution Provider Agreement is made and entered into this 22nd day of October 2019, by and between Dell Marketing L.P., a Texas corporation ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY").

WHEREAS, COUNTY and Microsoft Corporation ("Microsoft") have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR desires to provide support to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses under this Agreement and hereby represents that it has the skills, experience, and knowledge necessary to perform under this Agreement; and

WHEREAS, COUNTY desires to accept CONTRACTOR's services under this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. This Agreement covers all enrollments for all products licensed under the Master Agreement. All terms and conditions of the Master Agreement, attached as Exhibit E of this Agreement and incorporated by reference, shall apply to the purchase of related products and services.

2. This Agreement is available for use by all government entities within the State of California (an "Enrolled Affiliate") for the duration of the Term (defined below in section 4). Enrollment documents will contain the terms and conditions specific to each entity.

3. CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this agreement to each and every government entity in the State of California. Terms and conditions are governed by this Agreement, the Master Agreement, and the applicable enrollment documents for each entity. Entities shall make purchases in their own name, make direct payment to CONTRACTOR, and be liable directly to CONTRACTOR for all obligations.

   3.1 COUNTY shall in no way be responsible to CONTRACTOR for Enrolled Affiliates' purchases and obligations. COUNTY shall in no way be responsible to other entities for their purchases or any acts or omissions of CONTRACTOR, including but not limited to product selection or implementation, services or other related matters.

   3.2 CONTRACTOR shall notify Enrolled Affiliate in writing of the terms and conditions stated in Section 11.

4. This Agreement shall be effective from November 1, 2019 through October 31, 2021, unless terminated earlier (the "Term").

5. Hold Harmless/Indemnification:

   5.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage

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whatsoever, based or asserted upon any services, or acts or omissions, of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

5.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

5.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

6. Contractor Responsibilities: CONTRACTOR will offer the following services to each Enrolled Affiliate at no additional charge. It is the responsibility of the Enrolled Affiliate to determine which products and/or services, if any, meet their needs and communicate that to the CONTRACTOR.

6.1 Provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (monthly, quarterly, etc.).

6.2 Provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.

6.3 Provide an updated price list on an annual basis or when requested by Enrolled Affiliate.

7. CONTRACTOR's Microsoft Enterprise Agreement license subscription price attached hereto as Exhibit A and service rates attached hereto as Exhibit B.

8. CONTRACTOR's Microsoft Enterprise Agreement Participation Form attached hereto as Exhibit C and incorporated herein by reference.

9. Usage Reporting: CONTRACTOR will provide to COUNTY the Licensed Support Provider (LSP) Reporting of Active Enrollments to Master Microsoft Enterprise Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services, showing a list of enrollments by February 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivco.org. A copy of the form is attached hereto as Exhibit D and incorporated herein by reference.

10. Administrative fees: CONTRACTOR will be charged .5% of the annual enrollment amount to leverage the Riverside County Master Microsoft Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services. This will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments. Example: A three-year aggregated agreement with a contract

amount of $300K, divisible by three years will result in an LSP Participation Fee of $500 annually (100K*.5%). RCIT will invoice the Awarded LSP annually based on the enrollments verified from the "Reporting of Active Enrollments" list submitted by December 15th of each year. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

10.1 Riverside County Information Technology (RCIT) will invoice the CONTRACTOR annually based on the enrollments verified. Payment is due to RCIT within thirty (30) days of invoice date. The COUNTY will not accept credit as a form of payment.

10.2 Failure to meet the administrative fee requirements herein and submit fees on a timely basis may constitute grounds for immediate termination of this Agreement.

11. Contract Management: The contacts for this Agreement for COUNTY shall be both RCIT and Purchasing as listed below.

COUNTY Primary Contact:
Jim Smith
3450 14th Street
Riverside, CA 92501

COUNTY Secondary Contact:
Rick Hai
2980 Washington Street
Riverside, CA 92504

CONTRACTOR contact:
Alisson Harrington
One Dell Way
Round Rock, TX 78682

11.1 Should Contract Management contact information change, the CONTRACTOR shall provide written notice with the updated information to the COUNTY no later than 10 business days after the change.

12. Termination:

12.1 COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

12.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

12.3 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

13. Conduct of Contractor:

13.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would

conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

13.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

13.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

13.4 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

14. Independent Contractor/Employment Eligibility/Non-Discrimination:

14.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

14.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

14.3 CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall

be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Entire Agreement: This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Kevin Jeffries, Chairman
Board of Supervisors

Dated: OCT 22 2019

Dell Marketing L.P., a Texas corporation

By: Alisson Harrington
Alisson Harrington
Senior Commercial Counsel

Dated: October 11, 2019

ATTEST:
Kecia Harper
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Susanna Oh, Deputy County Counsel

OCT 22 2019 3.16

Licensing Solution Provider Agreement Number PSA-0001524

Exhibit A
Microsoft Enterprise license subscription and services

Line	Description	Price Level	Markup %
1	Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D Minus 2%	-0.56
2	Enterprise Products Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite.	Level D	-0.43
3	Additional Products M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.	Level D	-0.43
4	Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	-0.43
5	All products for Select Plus Agreement No.7756479.		0.55
6	Microsoft Premier Support		2.00
7	Microsoft Unified Support Services		2.00
8	Microsoft Consulting Services		2.00

Licensing Solution Provider Agreement Number PSA-0001524

Exhibit B
License Support Provider (LSP) service rates

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Data and Artificial Intelligent		
1	Build Intelligent Apps	Yes	$425
2	Build Intelligent Agents	Yes	$425
3	Machine Learning	Yes	$425
4	Internet of Things	Yes	$425
5	Globally distributed data	Yes	$425
6	OSS Databases	Yes	$425
7	Cloud Scale Analytics	Yes	$425
8	Data Platform Modernization to Azure	Yes	$425
9	Windows Server on Azure	Yes	$425
10	Security & Management	Yes	$425
11	Datacenter Migration	Yes	$425
12	Modern Business Intelligence	Yes	$425
	Biz Apps		
1	Customer Service	Yes	$425
2	Field Service	Yes	$425
3	Marketing	Yes	$425
4	Talent	Yes	$425
5	Finance and Operations	Yes	$425
6	Business Central	Yes	$425
7	Power Apps	Yes	$425
8	Power BI	Yes	$425
	Apps and Infrastructure		
1	Azure Stack	Yes	$425
2	High Performance Compute	Yes	$425
3	Cloud Native Apps using Serverless	Yes	$425
4	Modernize Apps	Yes	$425
5	SAP on Azure	No	$425
6	Linux on Azure	Yes	$425
7	Dev Ops	Yes	$425
8	Business Continuity & Disaster Recovery	Yes	$425
9	Windows Server on Azure	Yes	$425
10	Security & Management	Yes	$425
11	Datacenter Migration	Yes	$425

Exhibit B (cont.)
License Support Provider (LSP) service rates

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Modern Workplace		
1	User Adoption & Change Management	Yes	$425
2	Security	Yes	$425
3	GDPR & Compliance	Yes	$425
4	Teamwork	Yes	$425
5	Calling & Meetings	Yes	$425
6	Modern Desktop	Yes	$425
7	Office 365 Migration Assistance	Yes	$425
7a	Mail	Yes	$425
7b	Teams	Yes	$425
7c	SharePoint	Yes	$425
7d	OneDrive	Yes	$425

DAVE ROGERS
Assistant Chief Executive Officer-
Chief Information Officer

JIM SMITH
Chief Technology Officer

RCIT

JENNIFER HILBER, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau
Public Safety Enterprise Communications

GIL MEJIA, ACIO
Technology Services Bureau

Microsoft LSP Participation Form

(RFQ #RIVCO-2020-RFQ-0000048 Attachment 3)

Complete this form and return to:	**Payment should be made to** Riverside County Information Technology 3450 14th Street, Fourth Floor Riverside, CA 92501 County of Riverside TIN # 95-6000930
Attention: Rick Hai E-mail: RHai@rivco.org	

Company Name: Dell Marketing L.P.

Name: Stacie Becker Title: Proposal Manager

Address: One Dell Way

City: Round Rock Zip Code: 78682 Telephone #: 512-725-3007

Fax #: n/a Email: Stacie_Becker@Dell.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ #RIVCO-2020-RFQ-0000048 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ #RIVCO-2020-RFQ-0000048 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.

Signature — September 19, 2019 (Date)

Stacie Becker (Printed Name) — Proposal Manager (Title)

Licensing Solution Provider Agreement Number PSA-0001524

Exhibit D
Microsoft LSP Reporting of Active Enrollments Form

LSP Name	*Company name*
RIVCO Contract ID	*RIVCO-20800-00x-xx/xx*
Microsoft Agreement Numbers	**01E69633, 01E73134, AND NEW**

Master Enrollment	Enrollment Number:	Enrollment Entity:	Start Date:	End Date:	Annual Spend	Enrollment Contact:	Enrollment Contact Email:	Enrollment Contact Tel:
8084445	*87654321*	*Riverside County Information Technology*	*1/01/12*	*12/31/16*	*$645,000.00*	*John Doe*	*John.Doe@riverside.org*	*951-555-1212*
							-	
							-	
							-	

Exhibit E
Master Agreement

Attached include the followings:

1) Signature Form
2) Microsoft Enterprise Agreement
3) Microsoft Enterprise Agreement Amendment

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-000004275258**

Doc Type: **Signature Form**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Account Manager Name / Alias:

Country: **United States**

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

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Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

004-Kayleed-S-04

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Agreement	X20-10209
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement> <Choose Enrollment/Registration>	Document Number or Code Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	CTM-CPT-OPT-FWK (new)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	County of Riverside
Signature*	
Printed First and Last Name*	Richard R. Hai
Printed Title	Sr. Procurement Contract Specialist
Signature Date*	08/22/2019
Tax ID	

* *indicates required field*

FORM APPROVED COUNTY COUNSEL
BY: SUSANNA N. OH DATE 8/22/19

Microsoft Affiliate	
Microsoft Corporation	
Signature	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	8/23/2019

Microsoft
Microsoft Corporation
AUG 23 2019
Chance Krail
Duly Authorized on behalf of
Microsoft Corporation

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-000004275258**

Doc Type: [redacted] **Agreement**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

15

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

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Microsoft Volume Licensing

Enterprise Agreement State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at http://www.microsoft.com/licensing/contracts and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

a. with regard to Customer,

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries, and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates, and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *How the Enterprise program works.*

a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.

b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. *Licenses for Products.*

a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.

b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.

c. **Applicable Use Rights.**

(i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.

(ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.

d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.

(i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

(ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.

f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. *Making copies of Products and re-imaging rights.*

a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.

b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.

c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

(i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.

(ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

(iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g. Upgrade or Full License) re-imaged must be identical to the Product type licensed from the separate source.

(iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. *Transferring and reassigning Licenses.*

a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:

(i) an Affiliate, or

(ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

operating division of Enrolled Affiliate or an Affiliate (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from http://www.microsoft.com/licensing/contracts and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (includingthe applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. *Term and termination.*

a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and

2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination

2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affiliate a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. **Effect of termination or expiration.** When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance

g. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction, (2) presents a hardship for Microsoft to continue operating the Online Service without modification, and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. **Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal

7. *Use, ownership, rights, and restrictions.*

a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.

b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes

d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) (i) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.

e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. *Confidentiality.*

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. *Privacy and compliance with laws.*

a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. *Warranties.*

a. **Limited warranties and remedies.**

(i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.

(ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.

c. **Disclaimer. Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

11. *Defense of third party claims.*

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent, or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.

b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party, or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. *Limitation of liability.*

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following.

a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.

b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.

d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above), (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. *Verifying compliance.*

a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.

b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

14. *Miscellaneous.*

a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.

b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.

c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.

d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.

e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.

f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.

i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.

k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.

l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at https://www.microsoft.com/licensing/servicecenter. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.

o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at http://www.microsoft.com/enable

p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on http://www.microsoft.com at such time.

q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Microsoft Volume Licensing

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to:
- ☐ MBSA
- ☒ Agreement
- ☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at https://licensing.microsoft.com.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* County of Riverside
Contact name*: **First** Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: **First** Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861

Country* USA
Phone* 951-955-2265 Fax
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. Subscriptions manager.

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* County of Riverside
Contact name*: First Regina Last Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside State/Province* California Postal code* 92501-3861
Country* USA
Phone* 951-955-2265 Fax
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. Online services manager.

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Luis Last Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside State/Province* California Postal code* 92501-3861
Country* USA
Phone* 951-955-8114 Fax
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. Customer Support Manager (CSM).

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* County of Riverside
Contact name*: First Luis Last Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside State/Province* California Postal code* 92501-3861
Country* USA
Phone* 951-955-8114 Fax

6. Primary contact information.

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* County of Riverside

Contact name*: First Jim Last Smith
Contact email address* jimsmith@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside State/Province* CA Postal code* 92501-3861
Country* US
Phone* 951-231-5909 Fax

7. *Notices contact and online administrator information.*

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☒ *Same as primary contact*
Name of entity*
Contact name*: First Last
Contact email address*
Street address*
City* State/Province* Postal code*
Country*
Phone* Fax
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **5-000004275258**

Doc Type: **Amendments**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Account Manager Name / Alias:

Country: **United States**

LAR/LAD/ESA:

Insight Direct USA, Inc.

Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

8/23/2019 9:42:40 PM

Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number: 8084445

004-kayleed-S-04

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Agreement Custom Terms CTM

1. Section 6a, "Term", is hereby amended and restated as follows:

   a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

Product	Price Level	Examples include but are not limited to the following*:
Enterprise Online Services** (including Full USLs, From SA USLs, Add ons and Step Ups)	Level D minus 2%	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5
Enterprise Products	Level D	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Level D	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server etc
Server and Tools Product (applies to Server and Cloud Enrollments only)	Level D	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.

*The examples include online services that are available in either the commercial or government cloud offerings.

**Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of "EO" in the tables for "Program Availability". The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated/revised or removed from the Enterprise program offering.

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:

- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

Riverside County EA Amend 8.7.docx	CTM	CTM-CPT-OPT-PWK	BD

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE LICENSING SOLUTION PROVIDER AGREEMENT
WITH
Dell Marketing L.P.

Original Contract Term:	11/01/2019 through 10/31/2021
Original Contract ID:	PSA-0001524
Effective Date of Amendment:	04/01/2020
Original Annual Maximum Contract Amount:	$0
Amended Annual Maximum Contract Amount:	$0

This AMENDMENT NO. 1 TO THE LICENSING SOLUTION PROVIDER AGREEMENT with Dell Marketing L.P. ("First Amendment"), dated as of 01 April 2020, is entered into by and between the County of Riverside ("COUNTY"), a political subdivision of the State of California, and Dell Marketing L.P. ("CONTRACTOR"), a Texas corporation, sometimes collectively referred to as the "Parties".

RECITALS

WHEREAS, COUNTY and Microsoft Corporation ("Microsoft") have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR and COUNTY entered into the aforementioned Licensing Solution Provider Agreement Number PSA-0001524 (the "Agreement") to provide support services to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement for the first time to extend the period of performance of the Agreement.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference.

2. Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

   "This Agreement shall be effective from November 1, 2019 through October 31, 2024, unless terminated earlier (the "Term")."

3. Section 9 of the Agreement is hereby deleted in its entirety and replaced with the following:

   "Usage Reporting: CONTRACTOR will provide to COUNTY the Licensed Support Provider (LSP) Reporting of Active Enrollments to Master Microsoft Enterprise Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services, showing a list of enrollments by December 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivco.org. A copy of the form is attached hereto as Exhibit D and incorporated herein by reference."

4. Capitalized Terms/Amendment to Prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Agreement, as heretofore

amended. The provisions of this First Amendment shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.

5. Miscellaneous. Except as amended or modified herein, all the terms of the Agreement shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this First Amendment and the Agreement and each and all of their respective provisions. Subject to the provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this First Amendment or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either COUNTY or CONTRACTOR.

6. Effective Date. This First Amendment shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this First Amendment.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Richard R. Hai
Senior Procurement Contract Specialist

Dated: 4/28/2020

Dell Marketing L.P., a Texas corporation

By: _____
Amanda E. Hudson
Contracts Manager

Dated: 4/17/20

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Susanna Oh
Deputy County Counsel

STAFF REPORT

Item D. 11.

DATE	06/23/2022
TO	Honorable Mayor and City Council Members
FROM	Jayson Imai, Assistant City Engineer
SUBJECT	Adopt a Resolution Approving the Road Repair and Accountability Act of 2017 (Senate Bill 1) Fiscal Year 2022-2023 Project List

RECOMMENDATION

Staff recommends that the City Council, by resolution, approve the Road Repair and Accountability Act of 2017 (Senate Bill 1) Fiscal Year 2022-2023 Project List.

EXECUTIVE SUMMARY

In order to receive RMRA funds from the State, SB1 requires cities and counties to submit to the California Transportation Commission each year a list of projects proposed to be funded with RMRA funds. For Fiscal Year 2022-2023, staff recommends that City Council approve inclusion of the 2023 Asphalt Concrete Overlay Program on the City of Newark's RMRA Project List.

BACKGROUND

In April 2017, the State Legislature passed Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017. SB1 established the Road Maintenance and Rehabilitation Program and provides a significant, stable and ongoing increase in state transportation funding to address deferred maintenance on the state highway and local streets and road systems. Funds for the program are deposited into the State Transportation Fund, Road Maintenance and Rehabilitation Account (RMRA). The funds come from increased gasoline excise taxes, diesel fuel sales taxes, and vehicle registration fees.

SB1 continues to generate over $5 billion annually for State and local transportation improvements. Cities and counties are slated to receive $1.5 billion per year for Local Street and Road Maintenance. Allocations of funds to cities are based upon population.

RMRA funding is in addition to the Highway Users Tax Account (HUTA) funds that the City receives annually (commonly known as "Gas Tax" funds). However, for the purposes of the 2022-2024 Biennial Budget and Capital Improvement Plan, RMRA revenue is included with anticipated Gas Tax fund projections.

In order to receive RMRA funds from the State, SB1 requires cities and counties to submit to the California Transportation Commission each year a list of projects

proposed to be funded with RMRA funds. RMRA funds are required to be used towards projects that include, but are not limited to:

- Road maintenance and rehabilitation
- Safety improvements
- Railroad grade separations
- Traffic control devices
- Complete Street components, which include active transportation elements, pedestrian and bicycle safety improvements, transit facilities, and drainage and stormwater capture measures in conjunction with other allowable projects

DISCUSSION/ANALYSIS

Fuel consumption sharply declined during the height of the COVID-19 health crisis and Shelter-In-Place orders in effect throughout the state of California, but has largely recovered to its prior, slightly declining trajectory. Fuel prices have increased significantly over the past months; however, the price of fuel has no effect on Local Streets and Roads RMRA revenue as all SB1 taxes are assessed per gallon, regardless of price. The State Department of Finance (DOF) estimates that Fiscal Year 2022-2023 RMRA revenues will grow by 11 percent over the current fiscal year as fuel consumption increases with the easing of Shelter-In-Place restrictions together with scheduled SB1 tax rate increases.

Updated revenue projections released in May estimate that the City of Newark will receive approximately $1,081,940 of RMRA funds for Fiscal Year 2022-2023. This is an increase of 11.8% over Newark's estimated total RMRA fund revenues in Fiscal Year 2021-2022.

For Fiscal Year 2022-2023, staff recommends that City Council approve the following RMRA project list:

Project Title	Project Location
2023 Asphalt Concrete Overlay Program	• Ajuga Ct – entire length • Bennington Dr – entire length • Bishop St – entire length • Bishop Way – entire length • Burdick St – entire length • Del Monte Ave – entire length • Firestone Ct – entire length • Flintwood Dr – entire length • Guava Dr – entire length • Hafner St – between Musick Ave & Hafner Way • Jonathan Dr – entire length • Jonathan Pl – entire length • Lobelia Ct – entire length • Madelaine Dr – entire length • Madelaine Pl – entire length • Mistflower Ave – entire length • Mockorange Ct – entire length • Oleander Dr – entire length • Olympic Ct – entire length • Severn Dr – entire length • Severn Pl – entire length • Swift Ct – entire length • Timber St – entire length • Tunbridge Dr – entire length • Wentworth Pl – entire length

In the past, RMRA funds were used to help fund the City's Annual Asphalt Concrete Overlay, Slurry Seal and Sidewalk, Curb and Gutter Replacement Programs as well as the design and construction of the Lindsay Tract Street and Storm Drain Improvements Project.

The RMRA project list is neither binding nor inclusive. Including a project on the list does not obligate the City to complete the project nor does it limit the flexibility of the City to use RMRA funds toward projects not originally included on the list, so long as the project meets the eligibility criteria listed above.

FISCAL IMPACT

None. Jurisdictions that receive SB1/RMRA funds are not required to provide local matching funds.

REVIEW AND APPROVAL

Prepared by – Jayson Imai, Assistant City Engineer
Reviewed by – Soren Fajeau, Public Works Director
Reviewed by – Kristopher J. Kokotaylo, City Attorney
Approved by – David J. Benoun, City Manager

Attachments

Resolution

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 (SENATE BILL 1) FISCAL YEAR 2022-2023 PROJECT LIST

WHEREAS, Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects in our community that are proposed for SB1 funding and which projects are completed each fiscal year; and

WHEREAS, the City must adopt by resolution each year a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB1, with such list of projects including a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated $1,081,940 in RMRA funding in Fiscal Year 2022-2023 from SB1; and

WHEREAS, this is the sixth year in which the City is receiving SB1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB1; and

WHEREAS, the City used the 2022-2024 Capital Improvement Plan to develop the SB1 project list to ensure public input into our community's transportation priorities; and

WHEREAS, the City uses a Pavement Management System to develop SB1 project lists to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB1 will help the City maintain and rehabilitate multiple street segments and help add active transportation infrastructure throughout the City this year and into the future; and

WHEREAS, the 2020 California Statewide Local Streets and Roads Needs Assessment found that the City's streets are in "good" condition and this revenue will help the City maintain the overall quality of our road system and over the next decade; and

WHEREAS, the SB1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety and investing in complete streets infrastructure will have significant positive co-benefits statewide.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby approve the following list of projects to be funded in part or solely with Fiscal Year 2022-2023 Road Maintenance and Rehabilitation Account revenues:

Project Title & Description	Project Location	Estimated Useful Life	Anticipated Start of Project	Anticipated Completion of Project
2023 Asphalt Concrete Overlay Program Pavement maintenance of various streets involving placement of asphalt concrete overlay and base repairs	• Ajuga Ct – entire length • Bennington Dr – entire length • Bishop St – entire length • Bishop Way – entire length • Burdick St – entire length • Del Monte Ave – entire length • Firestone Ct – entire length • Flintwood Dr – entire length • Guava Dr – entire length • Hafner St – between Musick Ave & Hafner Way • Jonathan Dr – entire length • Jonathan Pl – entire length • Lobelia Ct – entire length • Madelaine Dr – entire length • Madelaine Pl – entire length • Mistflower Ave – entire length • Mockorange Ct – entire length • Oleander Dr – entire length	20 years	June 2023	September 2023

	• Olympic Ct – entire length • Severn Dr – entire length • Severn Pl – entire length • Swift Ct – entire length • Timber St – entire length • Tunbridge Dr – entire length • Wentworth Pl – entire length			

STAFF REPORT

Item D. 12.

DATE	06/23/2022
TO	Honorable Mayor and City Council Members
FROM	Krysten Lee, Finance Director
SUBJECT	Year-end Budget Review and Adopt a Resolution Approving an Amendment of the 2020-2022 Biennial Budget and Capital Improvement Plan for Fiscal Year 2022

RECOMMENDATION

Staff recommends that the City Council, by Resolution, amend the 2020-2022 Biennial Budget and Capital Improvement Plan for Fiscal Year 2022 according to the recommended amendments for each fund presented as Exhibit A.

EXECUTIVE SUMMARY

This report analyzes the unaudited financial status of the City's General Fund revenues and expenditures. In addition, it provides year-end projections based on actual data through the third quarter of Fiscal Year (FY) 2022. As part of the analysis, the FY 2022 year-end projections are compared to the FY 2022 Mid-year Amended Budget. With this analysis, Staff reports on any newly identified budget changes since the mid-year budget update.

The total projected year-end General Fund revenues and transfers are $70.4 million, and projected expenditures and transfers are $70.3 million. For FY 2022, Staff estimates a General Fund year-end surplus of approximately $100,000 after transfers. This year-end surplus is lower than the surplus estimated at mid-year mainly due to lower than anticipated projections related to recreation program fees and investment earnings.

Revenue Sources	FY 2022 Amended Budget	FY 2022 Projection
PROPERTY TAX	26.25	25.94
SALES TAX	14.98	14.77
MEASURE GG	5.70	5.70
TRANSIENT OCCUPANCY TAX	3.88	3.70
UTILITY USERS TAX	3.30	3.31
OTHER TAXES	2.33	2.15
LICENSES PERMITS & FEES	11.62	9.29
OTHER REVENUES	2.66	1.92
TOTAL REVENUES	$ 70.72	$ 66.78
Expenditures by Category		
PERSONNEL	36.57	33.11
PENSION/OPEB ADP CONTRIBUTION	-	5.00
ACFD FIRE SERVICES	11.34	11.34
NON-PERSONNEL EXPENDITURES	15.60	14.71
TOTAL EXPENDITURES	$ 63.51	$ 64.16
NET OPERATING RESULTS BEFORE TRANSFERS	**$ 7.21**	**$ 2.62**
TRANSFERS IN [1]	5.63	3.63
TRANSFERS OUT [2]	7.96	6.15
NET OPERATING RESULTS AFTER TRANSFERS	**$ 4.88**	**$ 0.10**

(1) Transfer In from Pension/OPEB Reserve of $2.3M.

(1) Transfer In from ARPA Fund $1.31M.

(2) Transfer Out $200K to Equipment Replacement Reserve $250K to Capital Fund.

(2) Transfer Out Measure GG revenue earmarked for debt service & Civic Center expenditures.

Notable transfers include:

- Transfers In from the Pension Reserve to fund another paydown of the unfunded pension liability and from the ARPA Fund to reimburse the City for ARPA eligible expenditures.
- Transfer Out of Measure GG revenue earmarked for debt service and Civic Center capital expenditures.
- Transfers Out to the Pension/OPEB Reserve to maintain funding for future pension pay downs and ACFD OPEB payments.

This report includes recommended adjustments to bring the budgeted revenue estimates more in line with current projections.

BACKGROUND

The City Council adopted the 2020-2022 Biennial Budget on June 25, 2020, shortly after the declaration of the COVID-19 pandemic. At that time, Staff projected a General Fund revenue shortfall of $14 million over two fiscal years, even after Staff implemented expenditure reductions which included reducing temporary Staff, a hiring freeze for non-essential positions, eliminating scheduled compensation adjustments, and reducing citywide contractual services.

The FY 2022 budget is the second year of the City's biennial budget. A mid-year budget update and amendments were presented to the City Council for consideration on March 24, 2022. As part of the year-end closing process, a number of revisions are further proposed to align budgeted revenues and expenditures with the most current information and to reflect the financial impact of the COVID-19 Pandemic which has been less dire than originally anticipated when the 2020-2022 Biennial Budget was adopted.

During the budget review, updates are made to the available City's resources based on 1) the audited financial statements for the FY 2021 (which was presented to the City Council on February 10, 2022), 2) the City's unaudited financial position through the third quarter of FY 2022, and 3) year-end projections based on the most recent economic trends.

DISCUSSION/ANALYSIS

On March 24, 2022, the City Council adopted the mid-year budget report for FY 2022 and approved a number of proposed revisions to align budgeted revenues and expenditures appropriations with the most current economic information. These revisions are identified where changes have occurred since adopting the Biennial Budget in June of 2020. Although some revenues have been impacted more significantly than others, the impact overall does not appear as drastic as anticipated in the FY 2022 Adopted Budget.

In March, 2021, the Federal government enacted the American Rescue Plan Act ("ARPA") (H.R. 1319), containing $1.9 trillion in funding consisting of payments to individuals and various levels of government, including state and local agencies as well as school districts. It is expected this will have a stimulating effect on the economy and provide relief for communities that have suffered from the Pandemic over the past year. Under ARPA, the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) was established, and the City of Newark was awarded $11.8 million to be paid in two tranches. The first fifty percent was received in July this fiscal year and the remaining fifty percent will be received in July of FY 2023.

General Fund: Operating Revenues

The FY 2022 year-end report includes projections for all General Fund revenue sources. Overall, General Fund revenues are estimated at $66.8 million, a decrease of $3.9 million and 6% below the FY 2022 Amended Budget. This report includes recommended adjustments to bring the budgeted revenue estimates more in line with current projections.

Licenses, Permits, and Fees
This category includes recreation program fees, franchise fees, animal licenses, construction permits, encroachment permits, and building permits. The Licenses, Permits & Fees category is projected to end the year at $9.3 million, a $2.3 million shortfall from the Amended Budget, and is largely due to decreases in recreation program fees.

For our year-end projections, we observed a slower than anticipated return for revenue related to recreation program fees as a result of decreased use of the Silliman Center, facility rentals, childcare enrollment, and recreation classes. Staff recommends decreasing the recreation program fees by $1.6 million.

For the most part, development activity is steady but expected to level off. Public works services and building permits will remain consistent with prior year amounts due to community needs. Staff recommends decreasing the public works and engineering fees by $645,000.

Current year interest earnings are tracking below budget and largely due to historically low yields in the market. Average annual LAIF yields have declined to 0.50% in FY 2020 compared to 1.93% in FY 2021 and 2.27% in FY 2019. Staff recommends adjusting the interest earnings budget down by $1.0 million.

Although some revenues have been impacted more significantly than others, the overall impact was not as drastic as anticipated when we adopted the FY 2020-2022 Biennial Budget.

General Fund: Expenditures (Appropriations)
The General Fund expenditures for FY 2022 are projected to be $64.2 million at the end of the fiscal year, which includes the $5.0 million additional discretionary payment (ADP) to CalPERS and the $570,000 ACFD OPEB contribution. This $5.0 million proposed payment to CalPERS will be the second ADP made. The projected $64.2 million expenditures for FY 2022 is $650,000 million higher, or 9%, above the Amended Budget and largely as a result of this ADP.

Other variances are the projected decrease in personnel expenditures, reflecting unfilled positions which have been budgeted but have not been filled, and a $900,000 decrease in non-personnel expenditures.

A summary of modifications to the General Fund operating budget for Fiscal Year 2022 include:
1. Decrease General Fund revenue sources such as traffic and vehicle code fines, recreation program fees, and investment earnings to better align the budget with current projections and economic updates.
2. Decrease Development Cost Center revenue sources such as Public Works permits and engineering fees to better align the budget with current projections and economic updates.
3. Increase appropriations for telephone services with Verizon and Utility Telephone.

4. Increase appropriations for technology consulting services provided by Government Technology Group
5. Increase appropriations for IT management services provided by ClientFirst Consulting Group.

In other funds, expenditure modifications are all offset by the fund balance in each of those funds. The adjustments to the Special Revenue Funds, Debt Service Fund, and Internal Services Funds include:

1. Adding appropriation for maintenance costs for Landscape and Lighting Districts No. 01, 02, 04, 06, 07, 11, 15, 16, 17, 18, and 19.
2. Adding appropriation for special assessments administration services provided by Francisco and Associates.
3. Increase appropriations for Citywide utility costs.
4. Adding appropriation for Measure GG audit services.
5. Adding appropriation for investigation supplies.
6. Adding appropriation for First Five Grant supplies.
7. Increase appropriations for equipment maintenance supplies.

Other minor amendments and associated details are in the attachment, Exhibit A.

FISCAL IMPACT

The recommended amendments included in the year-end review increase or decrease the Fiscal Year 2022 budgeted revenues, appropriations, and available resources of various funds as presented in Exhibit A.

REVIEW AND APPROVAL

Prepared by – Krysten Lee, Finance Director
Reviewed by – Kristopher J. Kokotaylo, City Attorney
Approved by – David J. Benoun, City Manager

Attachments

FY 2022 Year-end Amendments RESO 2022.06.13

2022.06.13 Year-End Exhibit A

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING THE 2020-2022 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2022

WHEREAS, the 2020-2022 Biennial Budget and Capital Improvement Plan was adopted by the City Council via Resolution No. 11,098 on June 25, 2020; and

WHEREAS, as part of the year-end budget review for Fiscal Year 2022, staff has identified and proposed changes to the budget since the original adoption by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the certain document entitled "2020-2022 Biennial Budget and Capital Improvement Plan of the City of Newark" adopted by Resolution No. 11,098 on June 25, 2020, and subsequently amended by resolutions, is hereby amended as set forth in Exhibit A attached.

Gdr1

Exhibit A
Year-end Budget Amendments for Fiscal Year 2022

Revenue:

General Fund:						**Increase**	**Decrease**
110	00	000	000	4610	TRAFFIC/VEHICLE CODE FINES	-	237,000
120	60	061	611	4157	PPW STREET & CURB PERMITS	-	201,000
120	60	061	611	4158	PPW ENGR REVIEW FEES	-	379,000
120	60	062	620	4150	BLDG CONSTRUCTION PERMITS	-	65,000
130	70	071	710	4187	RECR-PRESCHOOL ACTIVITY FEES	-	108,000
130	70	073	730	4181	RECR-GENERAL AQUATIC PROGRAM FEES	-	360,000
130	70	073	730	4182	RECR-SILLIMAN CENTER ADMISSION FEES	-	529,000
130	70	073	731	4893	SILLIMAN CONCESSIONS	-	130,000
130	70	074	740	4186	RECR-CHILD CARE ACTIVITY FEES	-	368,000
130	70	075	754	4189	RECR-SENIOR CONTRACT CLASSES	-	40,000
GF				3000	FUND BALANCE	-	2,417,000

Special Revenue Funds:						**Increase**	**Decrease**
283	70	075	755	4742	ACTC (PARATRANSIT PRGM) MEASURE B	-	16,000
SRF					FUND BALANCE	-	16,000
286	70	075	755	4742	ACTC (PARATRANSIT PRGM) MEASURE BB	-	34,000
SRF					FUND BALANCE	-	34,000

Expenditures:

General Fund:						**Increase**	**Decrease**
110	21	021	200	6220	IT Consulting Services - Gov Tech Group	25,000	-
110	21	021	200	6220	IT Consulting Services - ClientFirst Consulting	50,000	-
110	21	021	200	6325	Telephone VOIP/WAN (Verizon & Utility Telecom)	35,000	-
110	40	040	400	6221	ACFD OPEB Additional Discretionary Payment	570,000	-
110	00	000	000	5510	MISC PLAN Additional Discretionary Payment	5,000,000	-
GF				3000	FUND BALANCE	-	5,680,000

Special Revenue Funds:						**Increase**	**Decrease**
235	30	032	320	6120	SPECIAL DEPARTMENT SUPPLIES	9,000	-
240	40	041	400	6221	CONTRACTUAL SERVICES	4,000	-
270	70	079	790	6120	SPECIAL DEPARTMENT SUPPLIES	2,000	-
SRF					FUND BALANCE		15,000

Internal Service Funds						**Increase**	**Decrease**
703	87	703	671	6120	Increased cost of supplies for equipment maintenance	42,000	-
ISF				3000	FUND BALANCE		42,000

Exhibit A
Year-end Budget Amendments for Fiscal Year 2022

LLDs						Increase	Decrease
401	60	068	682	6300	UTILITIES	5,000	-
402	60	068	682	6300	UTILITIES	2,000	-
404	60	068	682	6220	PROFESSIONAL SERVICES	18,000	-
404	60	068	682	6221	CONTRACTUAL SERVICES	4,000	-
404	60	068	682	6270	SPECIAL ASSESSMENT ADMIN FEES	1,000	-
406	60	068	682	6221	CONTRACTUAL SERVICES	6,000	-
407	60	068	682	6220	PROFESSIONAL SERVICES	5,000	-
407	60	068	682	6221	CONTRACTUAL SERVICES	7,000	-
407	60	068	682	6270	SPECIAL ASSESSMENT ADMIN FEES	1,000	-
407	60	068	682	6300	UTILITIES	7,000	-
411	60	068	682	6220	PROFESSIONAL SERVICES	10,000	-
411	60	068	682	6221	CONTRACTUAL SERVICES	18,000	-
411	60	068	682	6270	SPECIAL ASSESSMENT ADMIN FEES	1,000	-
415	60	068	682	6220	PROFESSIONAL SERVICES	3,000	-
415	60	068	682	6221	CONTRACTUAL SERVICES	2,000	-
415	60	068	682	6270	SPECIAL ASSESSMENT ADMIN FEES	1,000	-
416	60	068	682	6220	PROFESSIONAL SERVICES	6,000	-
416	60	068	682	6221	CONTRACTUAL SERVICES	4,000	-
416	60	068	682	6270	SPECIAL ASSESSMENT ADMIN FEES	1,000	-
416	60	068	682	6300	UTILITIES	8,000	-
417	60	068	682	6220	PROFESSIONAL SERVICES	3,000	-
417	60	068	682	6221	CONTRACTUAL SERVICES	2,000	-
417	60	068	682	6270	SPECIAL ASSESSMENT ADMIN FEES	1,000	-
417	60	068	682	6300	UTILITIES	1,500	-
418	60	068	682	6220	PROFESSIONAL SERVICES	4,000	-
418	60	068	682	6270	SPECIAL ASSESSMENT ADMIN FEES	1,000	-
419	60	068	682	6270	SPECIAL ASSESSMENT ADMIN FEES	1,000	-
ISF				3000	FUND BALANCE		123,500

STAFF REPORT

Item E. 1.

DATE	06/23/2022
TO	Honorable Mayor and City Council Members
FROM	Soren Fajeau, Public Works Director
SUBJECT	Hearing to consider adopting a resolution for annual levy of assessment in conjunction with Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 13, 15, 16, 17, 18 and 19

RECOMMENDATION

Staff recommends that the City Council conduct public hearings and, by resolution, approve the diagrams and assessments, levy the annual assessments for Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 13, 15, 16, 17, 18 and 19 for the 2022-2023 fiscal year, and amend the 2022-2024 Biennial Budget.

EXECUTIVE SUMMARY

The City Council previously approved the annual Engineer's Reports and set June 23, 2022, as the date for the public hearings for the annual levy of assessments in conjunction with Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 13, 15, 16, 17, 18 and 19. At the conclusion of the public hearings, if a majority protest does not exist for any district, staff recommends adoption of a resolution to approve the diagrams and assessments for each district, levy the annual assessments for each district for fiscal year 2022-2023, and amend the 2022-2024 Biennial Budget.

BACKGROUND

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 in accordance with the provisions of the Landscaping and Lighting Act of 1972. On April 14, 2022, the City Council initiated proceedings for the levy and collection of annual assessments for each established district and directed staff to prepare and file annual Engineer’s Reports detailing such assessments for the City Council’s consideration. On May 26, 2022, the City Council approved the annual Engineer’s Reports and set June 23, 2022, as the date for the required public hearing to consider the annual levy of assessment for each district.

DISCUSSION/ANALYSIS

Landscaping and Lighting District No. 1 includes properties that abut Central Avenue between Filbert Street and Willow Street and 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. Maintenance and operation of median streetlights along this portion of Central Avenue are also included in this district. The total assessment for this district as provided in the approved Engineer's Report is approximately $41,679 for the 2022-2023 fiscal year.

Landscaping and Lighting District No. 2 provides for the maintenance of median and in-tract buffer landscaping on Jarvis Avenue adjacent to and within the boundaries of Tract 5232, Dumbarton Technology Park, on Jarvis Avenue at Lido Boulevard, as well as the Newark Boulevard medians fronting the Sprout's and Safeway shopping centers. The total assessment for this district as provided in the approved Engineer's Report is approximately $26,672 for the 2022-20223 fiscal year.

Landscaping and Lighting District No. 4 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 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. The total assessment for this district as provided in the approved Engineer's Report is approximately $112,029 for the 2022-2023 fiscal year.

Landscaping and Lighting District No. 6 provides for the maintenance of median and greenbelt landscaping and the irrigation systems in the area formerly known as Redevelopment Area No. 2. The area is the property generally bounded by Balentine Drive, Cedar Boulevard, Stevenson Boulevard, and the Nimitz Freeway. This district is currently inactive. All property owners in this district will receive a "zero" assessment for 2022-2023 as identified in the previously approved Engineer's Report.

Landscaping and Lighting District 7 provides for the maintenance of Rosemont Square Shopping Center buffer landscaping and the landscape irrigation system within the public right of way and easement areas on Jarvis Avenue, Newark Boulevard, and Cedar Boulevard. The total assessment for this district as provided in the approved Engineer's Report is approximately $25,604 for the 2022-2023 fiscal year.

Landscaping and Lighting District No. 13 provides for the maintenance of landscaping within portions of the Citation Homes and Bren developments located on Thornton Avenue near Willow Street. Since this district performs its own maintenance of frontage landscaping, all property owners in this district will receive a "zero"

assessment for fiscal year 2022-2023.

Landscaping and Lighting District No. 15 provides for the maintenance of landscaping along Robertson Avenue at Iris Court. The total assessment for this district as provided in the approved Engineer's Report is approximately $5,046 for the 2022-2023 fiscal year. The assessment per property is approximately $174.

Landscaping and Lighting District No. 16 provides for the maintenance of landscaping for Tract 6671 on Jarvis Avenue at Kiote Drive. The total assessment for this district as provided in the approved Engineer's Report is approximately $19,902 for the 2022-2023 fiscal year. The assessment per property is approximately $210.

Landscaping and Lighting District No. 17 provides for the maintenance of landscaping for Tract 7004 on Newark Boulevard and Mayhews Landing Road. The total assessment for this district as provided in the approved Engineer's Report is approximately $6,204 for the 2022-2023 fiscal year. The assessment per property is approximately $188.

Landscaping and Lighting District No. 18 provides for the maintenance of landscaping in the medians in front of Tract 8130 on Cedar Boulevard between Central Avenue and Smith Avenue. The total assessment for this district as provided in the approved Engineer's Report is approximately $10,938 for the 2022-2023 fiscal year. The assessment per dwelling unit is approximately $67.

Landscaping and Lighting District No. 19 provides for the maintenance of landscaping and street lighting in the medians, traffic circles and planter areas on Willow Street, Central Avenue, Enterprise Drive, Seawind Way and other public streets, and the maintenance of other public improvements within the Bayside Newark Transit Oriented Development area for Tracts 8085, 8098, 8099 and 8157. The total assessment for this district as provided in the approved Engineer's Report is approximately $108,652 for the 2022-2023 fiscal year.

FISCAL IMPACT

An amendment to the 2022-2024 Biennial Budget for fiscal year 2022-2023 is necessary to establish the budget and authorize the allocation of all necessary expenditures as identified in the approved annual Engineer's Report for Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 13, 15, 16, 17, 18 and 19.

REVIEW AND APPROVAL

Prepared by – Soren Fajeau, Public Works Director
Reviewed by – Kristopher J. Kokotaylo, City Attorney
Approved by – David J. Benoun, City Manager

Attachments

L&L Primary
Engineer's Report - L&L 1

Engineer's Report - L&L 2
Engineer's Report - L&L 4
Engineer's Report - L&L 6
Engineer's Report - L&L 7
Engineer's Report - L&L 13
Engineer's Report - L&L 15
Engineer's Report - L&L 16
Engineer's Report - L&L 17
Engineer's Report - L&L 18
Engineer's Report - L&L 19

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK CONFIRMING DIAGRAMS AND ASSESSMENTS AND LEVYING ASSESSMENTS FOR FISCAL YEAR 2022-2023

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

WHEREAS, the City Council of the City of Newark (the "City") 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 (commencing with Section 22500)(the "Act") to establish the City's Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 13, 15, 16, 17, 18 and 19 (the "Districts"); and

WHEREAS, the City has, by previous resolution, declared its intention to hold a Public Hearing concerning the levy and collection of assessments within the Districts; and

WHEREAS, a Public Hearing has been held and concluded and notice thereof was duly given in accordance with Section 22626 of the Act or each District; and

WHEREAS, at the time and place specified in the Resolution of Intention the City conducted such hearing and considered all objections to the assessments.

The City Council of the City of Newark resolves:

1. Pursuant to Chapter 3 of the Landscaping and Lighting Act of 1972, the City Council, with Resolution No. 11,335, directed the City Engineer, Engineer of Work for Assessment District Nos. 1, 2, 4, 6, 7, 13, 15, 16, 17, 18 and 19, to prepare and file annual reports for fiscal year 2022-2023.

2. The Engineer of Work filed the annual reports on May 26, 2022, and the City Council adopted its resolution of intention, Resolution No. 11,356, to levy and collect assessments within the Landscaping and Lighting Districts for fiscal year 2022-2023 and set a public hearing to be held on June 23, 2022, at 7 p.m. or as soon thereafter as the matter may be heard, in the meeting place of the City Council, 37101 Newark Boulevard, Newark, California, 94560, or by virtual teleconference as published on the City Council agenda at www.newark.org. Notice of the hearing was given in the time and manner required by law.

3. At the public hearing, the City Council afforded to every interested person an opportunity to make a protest to the annual reports either in writing or orally, and the City Council has considered each protest.

4. The City Council hereby confirms the diagrams and assessments as set forth in the previously approved annual reports of the Engineer of Work pursuant to Resolution No. 11,355, and hereby levies the assessments set forth therein for Fiscal Year 2022-2023.

5. The City Council hereby amends the 2022-2024 Biennial Budget and Capital Improvement Plan for fiscal year 2022-2023 for the funding of levied assessments and the allocation of all necessary expenditures in the approved annual reports of the Engineer of Work for all budgeted line items as identified therein.

ANNUAL ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 1

The undersigned respectfully submits the enclosed report as directed by the City Council.

DATED: May 26, 2022

SOREN E. FAJEAU, City Engineer
Engineer of Work

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment Diagram thereto attached, was filed with me on the 26th day of May, 2022

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Newark, Alameda County, California, on the _____day of _____, 2022.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

ANNUAL
ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 1
CITY OF NEWARK, ALAMEDA COUNTY
CALIFORNIA

SOREN E. FAJEAU, City Engineer, for Landscaping and Lighting District No. 1, City of Newark, Alameda County, California, makes this Annual Report, as directed by the City Council, pursuant to Section 22485 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this Report are briefly described as follows:

a. Work to be included in Landscaping and Lighting District No. 1 consists of the maintenance and operation of median-island and buffer landscaping and landscape irrigation system and median-island lighting located in Central Avenue between Filbert Street and Willow Street. Costs shall include all maintenance and operation cost including normal upkeep, operating expenses, management expenses, replanting costs, and power costs.

This report consists of the following:

PART A - Plans and specifications for the improvement.

PART B - An estimate of the cost of improvement.

PART C - An assessment of the estimated cost of the improvements on each benefited parcel of land within the district.

PART D - Rules for spreading the assessment among the benefited parcels of land.

PART E - An assessment diagram showing each parcel of land within the assessment district.

Respectfully submitted,

SOREN E. FAJEAU

PART A

PLANS AND SPECIFICATIONS THOUGH BOUND SEPARATELY

ARE FILED AS PART OF THIS REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 1
2022-23 FISCAL YEAR
CENTRAL AVENUE - Dumbarton Industrial Park

EXHIBIT B - ANNUAL BUDGET

CASH BALANCE CALCULATION

- Cash Balance	$235,806
- Unencumbered Anticipated Expenses this Fiscal Year	
Other Contractual Costs	
Extra Work (Contractor) - Tree Pruning & Knockdowns	($24,797)
Extra Work (City Forces)	$0
PG&E	$0
Water	($1,450)
Administration Costs	($1,800)
Ala. Cty. Collection Costs	$0
- Tree Replacment Reserve Fund	($40,000)
- Less Reserve Fund	($10,000)
Total Carryover/deficit:	157,759

	2021-22 Budgeted	2021-22 Estimated	2022-23 Proposed
LANDSCAPE & IRRIGATION SYSTEM COSTS			
- Contractural Maintenance Costs	16,000	16,200	18,000
- Sweeping	2,600	2,600	2,600
- Utility Costs/Water & Electricity	8,500	8,500	8,500
- Irrigation Sprinkler Repairs	5,350	0	5,350
- Annual Tree Prunning	7,500	0	7,500
- Planting Replacement	156,000	0	126,850
- Bid Advertisement	0		0
Subtotal	$195,950	$27,300	$168,800
LIGHTING SYSTEM (64 Lights)			
- Energy Costs (PG&E)	5,000		5,000
- Photo Cell Replacement, Repairs	3,000		3,000
- Knockdowns, Long Term Capital Replacements	5,000		5,000
Subtotal	$13,000	$0	$13,000
OTHER COSTS			
- Contingencies	0	0	0
- Assessment District Review Consultant	150	150	150
Subtotal	$150	$150	$150
Subtotal	$209,100	$27,450	$181,950
Carryover/deficit			$157,759
Subtotal	$209,100	$27,450	$24,191

Note: Following questions will insert appropriate costs into Incidental Expenses:

Contract to be bid (Y/N)?	N

INCIDENTAL EXPENSES

- Contract Administration (10%)		0
- Inspection (8%)		14,556
- PS&E for Bid (8%)		0
- Assessment Engineering		2,000
Subtotal		$16,556
TOTAL ANNUAL COST		$40,747

COLLECTION CHARGES

- Alameda County Collection Charges (Collection Percentage)	1.70%	693
BASE AMOUNT TO BE ASSESSED		**$41,440**

SPECIAL ASSESSMENTS (CORNER ENTRANCE LANDSCAPING)

Location	Charge to Parcel	Property Owner Resp. SF	Est. Cost per SF per month	Total Additional Maintenance Cost
SE Corner - Central Avenue at Willow Street				
	Parcel 1	4,168	0.020	83
NE Corner - Central Avenue at Willow Street				
	Parcel 4	4,168	0.020	83
SE Corner - Willow Street at Chabot Court				
	Parcel 4	3,152	0.020	63
			Total	230

	Parcel 1	Parcel 4	
Expense Summary and Other Expenses:			
Total Additional Maintenance Cost	60	140	
Other Expenses:			
- Contract Administration (10%)	6	14	
- Inspection (8%)	5	11	
- PS&E for bids (8%)	0	0	
- Alameda County Collection Charges	1	2	
Total	72	167	239
TOTAL AMOUNT TO BE ASSESSED			**41,679**
TOTAL AMOUNT TO BE ASSESSED (ROUNDED)			**$41,700**

LANDSCAPING AND LIGHTING DISTRICT NO. 1
2022-23 FISCAL YEAR
CENTRAL AVENUE - Dumbarton Industrial Park

EXHIBIT C - ASSESSMENT ROLL

L&L Parcel	Assessor's Parcel	Common Area Assess.	Special Assess.	Total w/o Collection Charge	Collection Charge	Total Assessment
1	92-116-35-1	2,062.00	71.89	2,098.22	35.67	2,133.89
2	92-116-80	2,025.00		1,991.15	33.85	2,025.00
3	92-116-55	3,026.00		2,975.42	50.58	3,026.00
4	92-116-66	2,660.00	167.07	2,779.81	47.26	2,827.07
6	92-116-50 (Por)	1,305.00		1,283.19	21.81	1,305.00
7	92-116-64 (Por)	1,359.00		1,336.28	22.72	1,359.00
8	92-116-65 (Por)	1,207.00		1,187.81	20.19	1,208.00
9	92-116-48	4,308.00		4,235.99	72.01	4,308.00
10	92-116-49	2,706.00		2,660.77	45.23	2,706.00
11	92-116-56	2,745.00		2,699.12	45.88	2,745.00
12	92-116-57	2,942.00		2,892.82	49.18	2,942.00
13	92-252-12	771.00		758.11	12.89	771.00
14	92-252-11	4,265.00		4,193.71	71.29	4,265.00
15	92-252-10	0.00		0.00	0.00	0.00
16	92-252-8	0.00		0.00	0.00	0.00
17	92-252-7	0.00		0.00	0.00	0.00
18	92-251-12	2,205.00		2,168.14	36.86	2,205.00
19	92-251-13 (Por)	0.00		0.00	0.00	0.00
20	92-251-14	2,144.00		2,108.16	35.84	2,144.00
21	92-252-15	5,710.00		5,614.55	95.45	5,710.00
22	92-252-2 (Por)	0.00		0.00	0.00	0.00
	Totals	41,440	238.96	$40,983.24	$696.72	$41,679.96

PART D

LANDSCAPING AND LIGHTING DISTRICT NO. 1

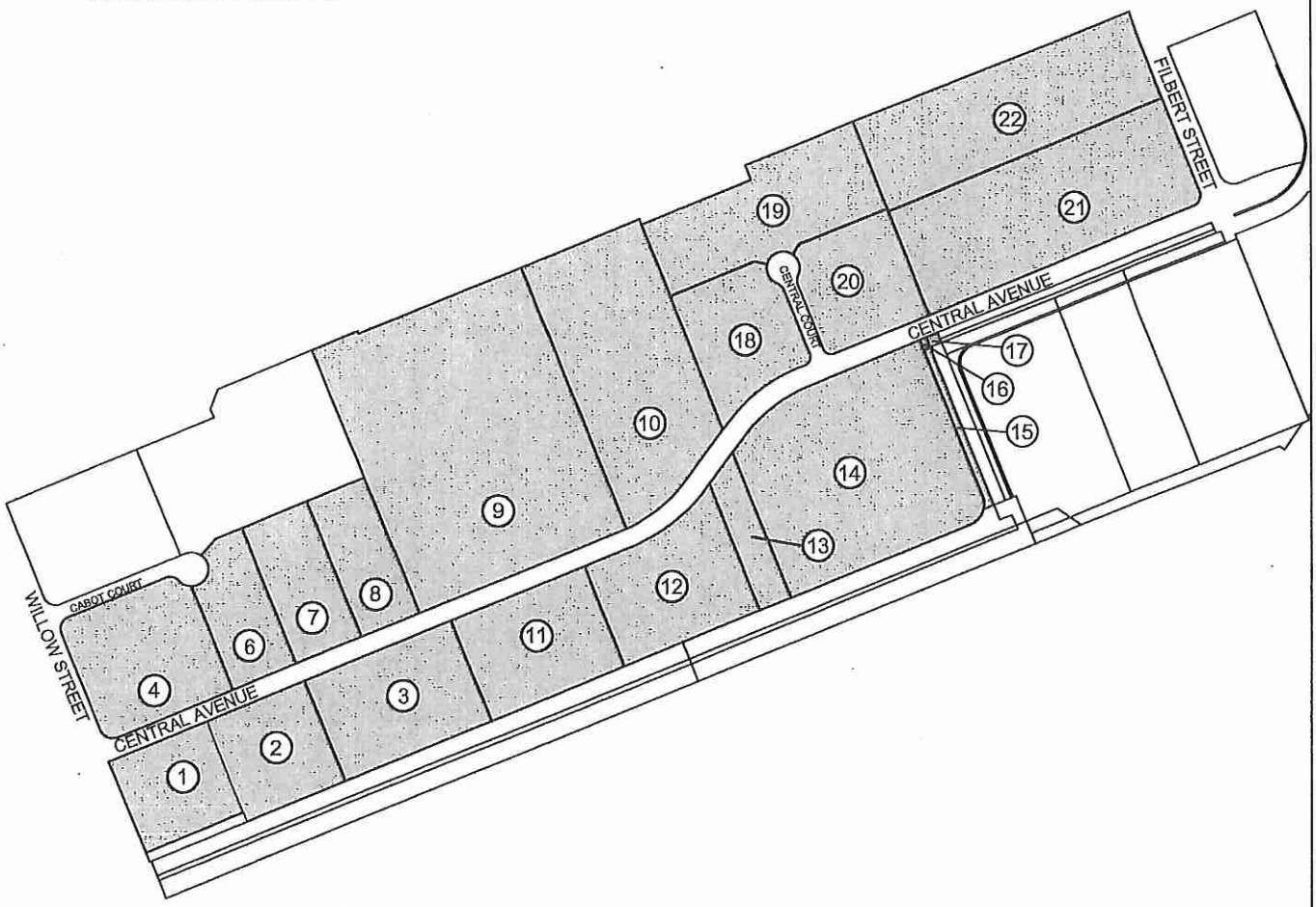
METHOD OF APPORTIONMENT OF ASSESSMENT

The method of spreading assessments, including incidental expenses, is in proper proportion to the benefits received on a front footage basis to lots fronting on Central Avenue between Filbert and Willow Streets.

KEY

L&L Parcel No. (1)

Refer to the Alameda County Assessor's Books for the actual dimensions of each lot



ASSESSMENT DIAGRAM

LANDSCAPING AND LIGHTING DISTRICT NO. 1
CENTRAL AVENUE

CITY OF NEWARK
ENGINEERING DIVISION

Scale: 1"=600'
Page 1 of 2

Description of Work
Maintenance and operation of 10 median island and buffer landscaping including the entrance features at both ends of the business park, and 2) maintenance and operation of the assoicated landscape irrigation system, and 3) the maintenance and operation of the median island lighting system including operating costs, and power and water costs.

L&L Parcel	Assessor's Parcel
1	92-116-35-1
2	92-116-80
3	92-116-55
4	92-116-66
6	92-116-50 (Por)
7	92-116-64 (Por)
8	92-116-65 (Por)
9	92-116-48
10	92-116-49
11	92-116-56
12	92-116-57
13	92-252-12
14	92-252-11
15	92-252-10
16	92-252-8
17	92-252-7
18	92-251-12
19	92-251-13 (Por)
20	92-251-14
21	92-252-15
22	92-252-2 (Por)

ASSESSMENT DIAGRAM
LANDSCAPING AND LIGHTING DISTRICT NO. 1
CENTRAL AVENUE

ANNUAL ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 2

The undersigned respectfully submits the enclosed report as directed by the City Council.

DATED: May 26, 2022

SOREN E. FAJEAU, City Engineer
Engineer of Work

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment Diagram thereto attached, was filed with me on the 26th day of May, 2022.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Newark, Alameda County, California, on the _____ day of _____, 2022.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

ANNUAL
ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 2
CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA

SOREN E. FAJEAU, City Engineer, for Landscaping and Lighting District No. 2, City of Newark, Alameda County, California, makes this Annual Report, as directed by the City Council, pursuant to Section 22485 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this Report are briefly described as follows:

a. The maintenance of Jarvis Avenue median-island and in-tract buffer landscaping and landscape irrigation system, and lighting adjacent to and within the boundaries of Tract 5232 and the Dumbarton Industrial Park. Costs shall include all maintenance and operation cost including normal upkeep, operating expenses, management expenses, replanting costs, and power costs.

b. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and easement areas adjacent to the public right-of-way on Dumbarton Court, Jarvis Avenue and Newark Boulevard and the 10-foot wide landscape easement in lots 6 and 7 of Tract 5232 adjoining the property within Parcel Map 5618.

This report consists of the following:

PART A - Plans and specifications for the improvement.

PART B - An estimate of the cost of improvement.

PART C - An assessment of the estimated cost of the improvements on each benefited parcel of land within the district.

PART D - Rules for spreading the assessment among the benefited parcels of land.

PART E - An assessment diagram showing each parcel of land within the assessment district.

Respectfully submitted,

SOREN E. FAJEAU

PART A

PLANS AND SPECIFICATIONS THOUGH BOUND SEPARATELY

ARE FILED AS PART OF THIS REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 2
2022-23 FISCAL YEAR

Dumbarton Industrial Park (Tract 5232)
Raley's Shopping Center
Safeway/Orchard Supply Shopping Center

EXHIBIT B - ANNUAL BUDGET

CASH BALANCE CALCULATION

- Cash Balance	$185,400
- Unencumbered Anticipated Expenses this Fiscal Year	
Extra Work (Contractor)	$0
Extra Work (City Forces)	$0
Utility Costs - Water/Electricity	($250)
Administration Costs	($1,800)
Ala. Cty. Collection Costs	
- Tree Replacement Fund	($45,000)
- Less Reserve Fund	($20,000)
Total Carryover/deficit:	$118,350

	2021-22 Budgeted	2021-22 Estimated	2022-23 Proposed
LANDSCAPE & IRRIGATION SYSTEM COSTS			
- Contractural Maintenance Costs	6,000	0	6,000
- Communications	0	0	0
- Tree Pruning	15,000	0	15,000
- Irrigation Costs/Water/PG&E	5,000	0	5,000
- Irrigation Sprinkler Repairs	8,865	0	8,865
- Planting Replacement	93,000	0	97,000
- Bid Advertisement	0	0	0
Subtotal	$127,865	$0	$131,865
OTHER COSTS			
- Contingencies	0	0	0
- Assessment District Review Consultant	150	150	150
Subtotal	$150	$150	$150
Subtotal	$128,015	$150	$132,015
Carryover/deficit			$118,350
Subtotal			$13,665

Note: Following questions will insert appropriate costs into Incidental Expenses:

Contract to be bid (Y/N)?	N

INCIDENTAL EXPENSES

- Contract Administration (10%)		0
- Inspection (8%)		10,561
- PS&E for bid (8%)		0
- Assessment Engineering		2,000
	Subtotal	$12,561
	TOTAL ANNUAL COST	$26,226

COLLECTION CHARGES

- Alameda County Collection Charges		446
(Collection Percentage)	1.70%	
	TOTAL AMOUNT TO BE ASSESSED	**$26,672**
	TOTAL AMOUNT TO BE ASSESSED (ROUNDED)	**$26,700**

EXHIBIT C - ASSESSMENT ROLL

LANDSCAPING AND LIGHTING DISTRICT NO. 2
2022-23 FISCAL YEAR

Dumbarton Industrial Park (Tract 5232)
Raley's Shopping Center
Safeway/Orchard Supply Shopping Center

L&L Parcel	Assessor's Parcel	Maximum Allowable Assessment	Total w/o Collection Charge	Collection Charge	Total Assessment
1	537-521-38	20,454.92	14,068.83	239.17	14,308.00
3	537-521-39	3,296.33	2,267.45	38.55	2,306.00
4	537-855-22	3,150.00	2,255.65	38.35	2,294.00
5	537-521-14	2,256.25	1,615.54	27.46	1,643.00
6	537-521-15	272.50	194.69	3.31	198.00
7	537-521-46	77.50	56.05	0.95	57.00
8	537-521-45	1,204.50	730.58	12.42	743.00
9	537-521-47	492.00	298.92	5.08	304.00
10	537-521-48	300.00	191.74	3.26	195.00
12	537-521-37	1,716.25	806.29	13.71	820.00
13	537-521-36	1,322.50	620.45	10.55	631.00
14	537-521-23-2	51.25	24.58	0.42	25.00
15	537-521-24-2	150.00	54.08	0.92	55.00
16	537-521-25	206.25	97.35	1.65	99.00
17	537-521-26	81.25	37.36	0.64	38.00
18	537-521-27	152.50	71.78	1.22	73.00
19	537-521-28	163.75	76.70	1.30	78.00
20	92A-2596-1	216.25	131.76	2.24	134.00
21	92A-2596-2	71.25	43.26	0.74	44.00
22	92A-2596-3	125.00	75.71	1.29	77.00
23	92A-2596-4	1,292.50	783.68	13.32	797.00
24	92A-2596-5	120.00	72.76	1.24	74.00
25	92A-2596-6	130.00	81.61	1.39	83.00
26	92A-2596-7	107.50	64.90	1.10	66.00
27	92A-2596-8	326.25	198.62	3.38	202.00
28	92A-2596-9	1,290.00	782.69	13.31	796.00
29	92A-2596-10	612.50	370.70	6.30	377.00
30	92A-2596-11	262.50	158.31	2.69	161.00
	Totals		26,232.06	445.94	26,678.00

PART D

LANDSCAPING AND LIGHTING DISTRICT NO. 2

METHOD OF APPORTIONMENT OF ASSESSMENT

The proposed method of spreading assessments uses area to distribute costs in the proper proportion to benefits received.

Costs of the project for Jarvis Avenue west of Dumbarton Court and for Dumbarton Court, including proportional incidental expenses, will be spread on the basis of area to lots which front on Jarvis Avenue and Dumbarton Court. Costs incurred in conjunction with improvements on Jarvis Avenue east of Dumbarton Court and on Newark Boulevard, including proportional incidental expenses, will initially be charged to properties which front on this portion of Jarvis Avenue and on Newark Boulevard on the basis of area; after construction of buildings, these costs will be prorated on the basis the gross square footage of the building on the parcel to the total gross square footage of all of the buildings in the shopping center, with costs for vacant parcels based on the maximum building size permitted on the parcel.

Description of Work

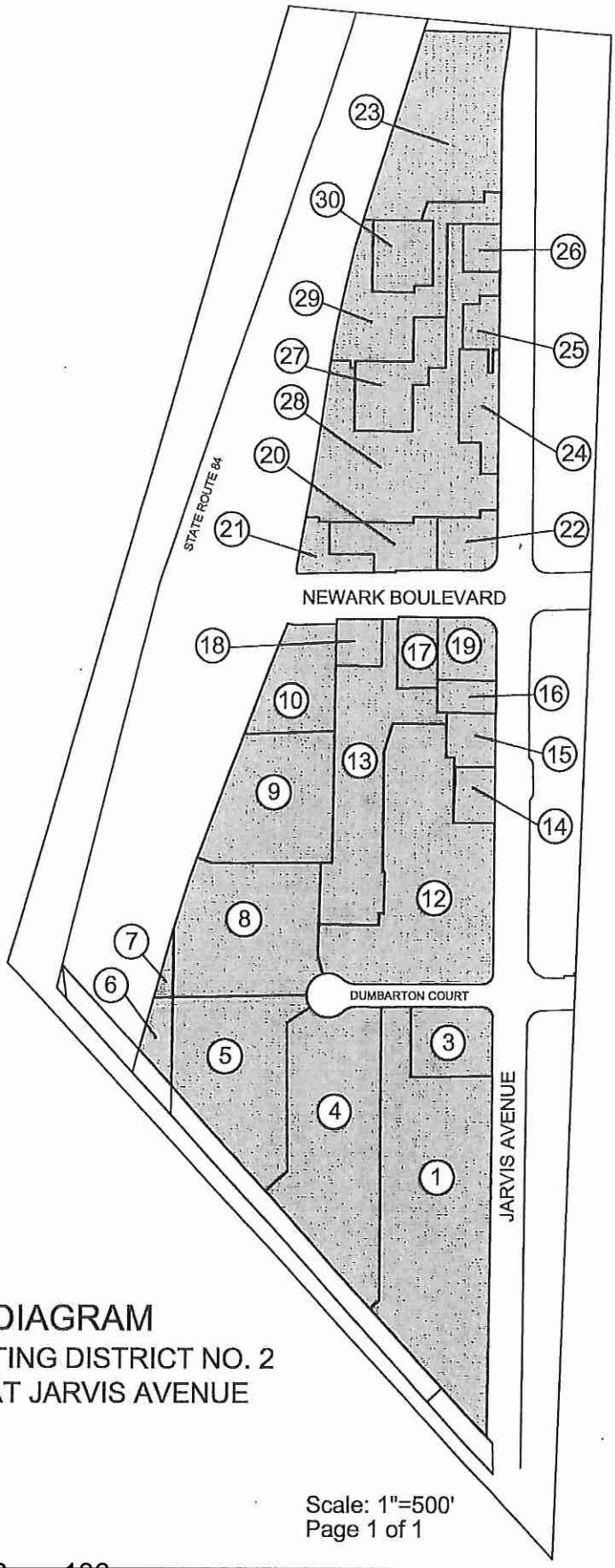
The maintenance of buffer landscaping and median landscaping (inlcuding irrigation systems) on Newark Boulevard and Jarvis Avenue fronting the district. Buffer landscaping maintenance is accomplished by the adjacent property owners while maintenance of median landscaping is accomplished under contract. Work includes maintenance of art elements.

L&L Parcel	Assessor's Parcel
1	537-521-38
3	537-521-39
4	537-855-22
5	537-521-14
6	537-521-15
7	537-521-46
8	537-521-45
9	537-521-47
10	537-521-48
12	537-521-37
13	537-521-36
14	537-521-23-2
15	537-521-24-2
16	537-521-25
17	537-521-26
18	537-521-27
19	537-521-28
20	92A-2596-1
21	92A-2596-2
22	92A-2596-3
23	92A-2596-4
24	92A-2596-5
25	92A-2596-6
26	92A-2596-7
27	92A-2596-8
28	92A-2596-9
29	92A-2596-10
30	92A-2596-11

KEY

L&L Parcel No. (1)

Refer to the Alameda County Assessor's Books for the actual dimensions of each lot



ASSESSMENT DIAGRAM

LANDSCAPING AND LIGHTING DISTRICT NO. 2
NEWARK BOULEVARD AT JARVIS AVENUE

CITY OF NEWARK
ENGINEERING DIVISION

Scale: 1"=500'
Page 1 of 1

ANNUAL ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 4

The undersigned respectfully submits the enclosed report as directed by the City Council.

DATED: May 26, 2022

SOREN E. FAJEAU, City Engineer
Engineer of Work

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment Diagram thereto attached, was filed with me on the 26th day of May, 2022

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Newark, Alameda County, California, on the _____ day of _____, 2022.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

ANNUAL
ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 4
CITY OF NEWARK, ALAMEDA COUNTY
CALIFORNIA

SOREN E. FAJEAU, City Engineer, for Landscaping and Lighting District No. 4, City of Newark, Alameda County, California, makes this Annual Report, as directed by the City Council, pursuant to Section 22565 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this Report are briefly described as follows:

a. The maintenance of Stevenson Boulevard median-island landscaping from the Nimitz Freeway to Cherry Street.

b. The maintenance of median-island and up to 50 feet of green belt landscaping and street lighting adjacent to Cherry Street and the interior loop street within the boundaries of New Technology Park.

c. The maintenance of landscaping across the Newark Unified School District parcel on Cherry Street.

d. Costs to be assessed to properties within this Landscaping and Lighting District No. 4 shall include all maintenance and operation costs including normal upkeep, operating expenses, management expenses, replanting costs, and power costs.

e. All improvements identified in the Final Engineer's Report for the Creation of Zone No. 2 (Sanctuary Development), approved by the City Council of the City of Newark on April 11, 2019, pursuant to Resolution No. 10,911, and incorporated herein by reference.

This report consists of the following:

PART A - Plans and specifications for the improvement.
PART B - An estimate of the cost of improvement.
PART C - An assessment of the estimated cost of the improvements on each benefited parcel of land within the district.
PART D - Rules for spreading the assessment among the benefited parcels of land.
PART E - An assessment diagram showing each parcel of land within the assessment district.

Respectfully submitted,

SOREN E. FAJEAU

PART A

PLANS AND SPECIFICATIONS THOUGH BOUND SEPARATELY

ARE FILED AS PART OF THIS REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 4
2022-23 FISCAL YEAR

CHERRY STREET, STEVENSON BLVD. - New Technology Park
STEVENSON BLVD. (WEST OF CHERRY) - Stevenson Point Techpark
ZONE 2 - Sanctuary Development (see attached Cost Estimate)

EXHIBIT B - ANNUAL BUDGET

	Cherry and East	West of Cherry	Total
CASH BALANCE CALCULATION			
- Cash Balance	$364,000	$122,000	$486,000
- Unencumbered Anticipated Expenses this Fiscal Year			
Other Contractual Costs	$0	$0	$0
Extra Work (Contractor)	$0	$0	$0
Extra Work (City Forces)	$0	$0	$0
Tree Pruning	$0	$0	$0
Utility Costs - Water/Electricity	$0	$0	$0
Administration Costs	($900)	($900)	($1,800)
Ala. Cty. Collection Costs	$0	$0	$0
- Tree Replacement Fund	($52,500)	($17,500)	($70,000)
- Less Reserve Fund	($30,000)	($10,000)	($40,000)
Total Carryover/deficit:	$282,400	$95,400	$377,800

	2021-22 Budgeted	2021-22 Estimated	2022-23 Proposed
LANDSCAPE & IRRIGATION SYSTEM COSTS			
New Technology Park - Cherry Street and Stevenson Boulevard (East of Cherry St.)			
- Contractural Maintenance Costs	2,000	1,800	2,500
- Sweeping	2,250	2,250	2,800
- Utility Costs - Water/Electricity	2,150	1,225	2,150
- Tree Pruning/Removals	10,000	0	10,000
- Irrigation Repairs	11,100	0	11,100
- Planting Replacement	125,000	0	122,300
Subtotal	$152,500	$5,275	$150,850
Stevenson Point TechPark - Stevenson Boulevard (West of Cherry St.)			
- Contractural Maintenance Costs	1,500	300	1,500
- Sweeping	800	750	800
- Utility Costs - Water/Electricity	2,200	600	2,200
- Tree Pruning/Removals	3,000	0	3,000
- Irrigation Repairs	4,150	0	4,150
- Planting Replacement	44,500	0	44,500
Subtotal	$56,150	$1,650	$56,150
OTHER COSTS			
- Contingencies	0	0	0
- Assessment District Consultant Review	150	150	150
Subtotal	150	150	150
Subtotal	$208,800	$7,075	$207,150
Carryover/deficit			$377,800
Subtotal			($170,650)

Note: Following questions will insert appropriate costs into Incidental Expenses:

Contract to be bid (Y/N)?	N

INCIDENTAL EXPENSES

- Contract Administration (10%)	0
- Inspection (8%)	16,572
- PS&E for bids (8%)	0
- Assessment Engineering	0

Subtotal	$16,572
TOTAL ANNUAL COST	$36,500
Carryover to Use	$0
NEW COST TO PROPERTY OWNERS	$36,500

COLLECTION CHARGES

- Alameda County Collection Charges		$621
(Collection Percentage)	1.70%	

TOTAL AMOUNT TO BE ASSESSED	**$37,121**
New Technology Park - Amount to be Assessed	$25,084
Stevenson Point Techpark - Amount to be Assessed	$12,037
TOTAL AMOUNT TO BE ASSESSED (ROUNDED)	**$37,100**

City of Newark
Landscape and Lighting District No. 4
Zone 2 - Sanctuary

Exhibit B: Fiscal Year 2022/23 Cost Estimate

Item	Unit	Quantity	Cost/Unit	Cycle (Years)	Annual Cost
Zone Improvements					
Maintenance Costs					
Tract 8270 Street Lights	EA	51	$100.85	1	$5,143.35
Trash Capture Devices	EA	11	$186.32	1	$2,049.52
Park Maintenance	SF	132,422	$0.20	1	$26,484.48
Subtotal Maintenance Costs					*$33,677.35*
Operating Reserves (10% of Maintenance Costs)					*$3,367.74*
Capital Replacement Reserves					
Tract 8270 Street Lights					
LED Post Top	EA	51	$1,834.11	14	$6,827.71
LED Printed Circuit Boards	EA	51	$496.85	14	$1,849.59
Driver	EA	51	$95.55	14	$355.70
Button Photocell	EA	51	$89.58	25	$182.74
Fusing	EA	51	$19.90	25	$40.60
Tapered Round POLE	EA	51	$1,081.04	75	$735.11
Pole Bracket/Arm	EA	51	$859.93	75	$584.75
Trash Capture Devices	EA	11	$517.55	30	$189.77
Subtotal Captial Replacement Reserves					*$10,765.96*
Total Annual Cost of Zone Improvements					**$47,811.05**
Existing District Improvements					**$26,420.92**
Administrative Costs					
City Personnel Costs	10% of Maintenance Costs				$3,367.74
Contractual Maintenance Costs	10% of Maintenance Costs				$3,367.74
Inspection	8% of Maintenance Costs				$2,694.19
Assessment Engineering	$1,500 Annual Fee				$1,500.00
Alameda County Collection Charges (1.7%)	1.7% of Assessment Amount				$1,250.64
Rounding Adjustment					$3.65
Annual Cost of Administration					**$12,183.95**
General/Special Benefit Adjustments					
Special Benefit to Parcels Outside of Sanctuary					-$9,553.36
General Benefit Adjustment					-$1,955.39
Total General/Special Benefit Adjustments					**-$11,508.75**
Total Balance to Levy					**$74,907.16**

LANDSCAPING AND LIGHTING DISTRICT NO. 4
2022-23 FISCAL YEAR

CHERRY STREET, STEVENSON BLVD. - New Technology Park
STEVENSON BLVD. (WEST OF CHERRY) - Stevenson Point Techpark
ZONE 2 - Sanctuary Development (see attached Assessment Roll)

EXHIBIT C - ASSESSMENT ROLL

L&L Parcel	Assessor's Parcel	Area	% Total Area	Total w/o Collection Charge	Collection Charge	Total Assessment
New Technology Park (Cherry Street and Stevenson Boulevard east of Cherry)						
1	901-110-68	6.97	5.35%	1,319.57	22.43	1,342.00
2	901-110-69	1.78	1.37%	337.27	5.73	343.00
5	901-185-12	0.00	0.00%	0.00	0.00	0.00
6	901-185-13-8	80.13	61.51%	15,170.11	257.89	15,428.00
7	901-185-14	1.41	1.08%	266.47	4.53	271.00
29	901-185-39	0.80	0.61%	151.43	2.57	154.00
13	901-185-40	4.03	3.09%	763.03	12.97	776.00
14	901-185-41	5.80	4.45%	1,098.33	18.67	1,117.00
15	901-185-42	8.74	6.71%	1,654.87	28.13	1,683.00
16	901-185-33	13.45	10.32%	2,545.72	43.28	2,589.00
17	901-185-43	7.18	5.51%	1,358.90	23.10	1,382.00
				0.00	0.00	
	Sub-Total	130.29	100.00%	$24,665.68	$419.32	$25,085.00
Stevenson Point Techpark (Stevenson Boulevard west of Cherry Street)						
29	901-185-39	0.80	0.86%	102.26	1.74	104.00
13	901-185-40	4.03	4.35%	515.24	8.76	524.00
14	901-185-41	5.80	6.26%	741.40	12.60	754.00
15	901-185-42	8.74	9.44%	1,117.01	18.99	1,136.00
16	901-185-33	13.45	14.53%	1,719.76	29.24	1,749.00
17	901-185-43	7.18	7.75%	917.40	15.60	933.00
18	901-185-44	6.03	6.51%	770.89	13.11	784.00
19	901-185-51	3.67	3.96%	469.03	7.97	477.00
20	901-185-52	4.86	5.25%	621.44	10.56	632.00
21	901-185-53	3.78	4.08%	482.79	8.21	491.00
22	901-185-54	3.93	4.24%	501.47	8.53	510.00
23	901-185-55	4.03	4.35%	514.26	8.74	523.00
24	901-185-56	2.88	3.11%	367.75	6.25	374.00
25	901-185-57	0.79	0.85%	101.28	1.72	103.00
26,27	901-185-59-3	7.62	8.23%	974.43	16.57	991.00
28	901-185-60-1	2.71	2.92%	346.12	5.88	352.00
30	901-185-49	12.31	13.29%	1,573.25	26.75	1,600.00
31	901-185-50	0.00	0.00%	0.00	0.00	0.00
	Sub-Total	92.60	100.00%	$11,835.79	201.21	$12,037.00
	Total	222.9		$36,501.47	$620.53	$37,122.00

City of Newark
Landscaping and Lighting District No. 4
Zone 2 - Sanctuary

Exhibit C: Fiscal Year 2022/23 Assessment Roll

Village	Lot Number	Tract Number	Assessor's Parcel Number	Land Use	Total w/o Collection Charge	County Collection Charge	Maximum Assessment
N/A	N/A	School Site	901-200-016	EXE	$0.00	$0.00	$0.00
N/A	N/A	School Site	901-200-017	EXE	$0.00	$0.00	$0.00
N/A	N/A	Park Site	901-200-018	EXE	$0.00	$0.00	$0.00
I	1	8417	901-202-007	SFR	$190.82	$3.24	$194.06
I	2	8417	901-202-008	SFR	$190.82	$3.24	$194.06
I	3	8417	901-202-009	SFR	$190.82	$3.24	$194.06
I	4	8417	901-202-010	SFR	$190.82	$3.24	$194.06
I	5	8417	901-202-011	SFR	$190.82	$3.24	$194.06
I	6	8417	901-202-012	SFR	$190.82	$3.24	$194.06
I	7	8417	901-202-013	SFR	$190.82	$3.24	$194.06
I	8	8417	901-202-014	SFR	$190.82	$3.24	$194.06
I	9	8417	901-202-015	SFR	$190.82	$3.24	$194.06
I	10	8417	901-202-016	SFR	$190.82	$3.24	$194.06
I	11	8417	901-202-017	SFR	$190.82	$3.24	$194.06
I	12	8417	901-202-018	SFR	$190.82	$3.24	$194.06
I	13	8417	901-202-019	SFR	$190.82	$3.24	$194.06
I	14	8417	901-202-020	SFR	$190.82	$3.24	$194.06
I	15	8417	901-202-021	SFR	$190.82	$3.24	$194.06
I	16	8417	901-202-022	SFR	$190.82	$3.24	$194.06
I	17	8417	901-202-023	SFR	$190.82	$3.24	$194.06
I	18	8417	901-202-024	SFR	$190.82	$3.24	$194.06
I	19	8417	901-202-025	SFR	$190.82	$3.24	$194.06
I	20	8417	901-202-026	SFR	$190.82	$3.24	$194.06
I	21	8417	901-202-027	SFR	$190.82	$3.24	$194.06
I	22	8417	901-202-028	SFR	$190.82	$3.24	$194.06
I	23	8417	901-202-029	SFR	$190.82	$3.24	$194.06
I	24	8417	901-202-030	SFR	$190.82	$3.24	$194.06
I	25	8417	901-202-031	SFR	$190.82	$3.24	$194.06
I	26	8417	901-202-032	SFR	$190.82	$3.24	$194.06
I	27	8417	901-202-033	SFR	$190.82	$3.24	$194.06
I	28	8417	901-202-034	SFR	$190.82	$3.24	$194.06
I	29	8417	901-202-035	SFR	$190.82	$3.24	$194.06
I	30	8417	901-202-036	SFR	$190.82	$3.24	$194.06
I	31	8417	901-202-037	SFR	$190.82	$3.24	$194.06
I	32	8417	901-202-038	SFR	$190.82	$3.24	$194.06
I	33	8417	901-202-039	SFR	$190.82	$3.24	$194.06
I	34	8417	901-202-040	SFR	$190.82	$3.24	$194.06
I	35	8417	901-202-041	SFR	$190.82	$3.24	$194.06

Village	Lot Number	Tract Number	Assessor's Parcel Number	Land Use	Total w/o Collection Charge	County Collection Charge	Maximum Assessment
I	36	8417	901-202-042	SFR	$190.82	$3.24	$194.06
I	37	8417	901-202-043	SFR	$190.82	$3.24	$194.06
I	38	8417	901-202-044	SFR	$190.82	$3.24	$194.06
I	39	8417	901-202-045	SFR	$190.82	$3.24	$194.06
I	40	8417	901-202-046	SFR	$190.82	$3.24	$194.06
I	41	8417	901-202-047	SFR	$190.82	$3.24	$194.06
I	42	8417	901-202-048	SFR	$190.82	$3.24	$194.06
I	43	8417	901-202-049	SFR	$190.82	$3.24	$194.06
I	44	8417	901-202-050	SFR	$190.82	$3.24	$194.06
I	45	8417	901-202-051	SFR	$190.82	$3.24	$194.06
I	46	8417	901-202-052	SFR	$190.82	$3.24	$194.06
I	47	8417	901-202-053	SFR	$190.82	$3.24	$194.06
I	48	8417	901-202-054	SFR	$190.82	$3.24	$194.06
I	49	8417	901-202-055	SFR	$190.82	$3.24	$194.06
I	50	8417	901-202-056	SFR	$190.82	$3.24	$194.06
I	51	8417	901-202-057	SFR	$190.82	$3.24	$194.06
I	52	8417	901-202-058	SFR	$190.82	$3.24	$194.06
I	53	8417	901-202-059	SFR	$190.82	$3.24	$194.06
I	54	8417	901-202-060	SFR	$190.82	$3.24	$194.06
I	55	8417	901-202-061	SFR	$190.82	$3.24	$194.06
I	56	8417	901-202-062	SFR	$190.82	$3.24	$194.06
I	57	8417	901-202-063	SFR	$190.82	$3.24	$194.06
I	58	8417	901-202-064	SFR	$190.82	$3.24	$194.06
I	59	8417	901-202-065	SFR	$190.82	$3.24	$194.06
I	60	8417	901-202-066	SFR	$190.82	$3.24	$194.06
I	61	8417	901-202-067	SFR	$190.82	$3.24	$194.06
I	62	8417	901-202-068	SFR	$190.82	$3.24	$194.06
I	63	8417	901-202-069	SFR	$190.82	$3.24	$194.06
I	64	8417	901-202-070	SFR	$190.82	$3.24	$194.06
I	65	8417	901-202-071	SFR	$190.82	$3.24	$194.06
I	66	8417	901-202-072	SFR	$190.82	$3.24	$194.06
I	67	8417	901-202-073	SFR	$190.82	$3.24	$194.06
I	68	8417	901-202-074	SFR	$190.82	$3.24	$194.06
I	69	8417	901-202-075	SFR	$190.82	$3.24	$194.06
I	70	8417	901-202-076	SFR	$190.82	$3.24	$194.06
I	71	8417	901-202-077	SFR	$190.82	$3.24	$194.06
I	72	8417	901-202-078	SFR	$190.82	$3.24	$194.06
I	73	8417	901-202-079	SFR	$190.82	$3.24	$194.06
I	74	8417	901-202-080	SFR	$190.82	$3.24	$194.06
I	75	8417	901-202-081	SFR	$190.82	$3.24	$194.06
I	76	8417	901-202-082	SFR	$190.82	$3.24	$194.06
I	77	8417	901-202-083	SFR	$190.82	$3.24	$194.06
I	78	8417	901-202-084	SFR	$190.82	$3.24	$194.06
I	79	8417	901-202-085	SFR	$190.82	$3.24	$194.06

Village	Lot Number	Tract Number	Assessor's Parcel Number	Land Use	Total w/o Collection Charge	County Collection Charge	Maximum Assessment
I	80	8417	901-202-086	SFR	$190.82	$3.24	$194.06
I	81	8417	901-202-087	SFR	$190.82	$3.24	$194.06
I	82	8417	901-202-088	SFR	$190.82	$3.24	$194.06
I	83	8417	901-202-089	SFR	$190.82	$3.24	$194.06
I	84	8417	901-202-090	SFR	$190.82	$3.24	$194.06
I	85	8417	901-202-091	SFR	$190.82	$3.24	$194.06
II	86	8418	901-200-028	SFR	$190.82	$3.24	$194.06
II	87	8418	901-200-029	SFR	$190.82	$3.24	$194.06
II	88	8418	901-200-030	SFR	$190.82	$3.24	$194.06
II	89	8418	901-200-031	SFR	$190.82	$3.24	$194.06
II	90	8418	901-200-032	SFR	$190.82	$3.24	$194.06
II	91	8418	901-200-033	SFR	$190.82	$3.24	$194.06
II	92	8418	901-200-034	SFR	$190.82	$3.24	$194.06
II	93	8418	901-200-035	SFR	$190.82	$3.24	$194.06
II	94	8418	901-200-036	SFR	$190.82	$3.24	$194.06
II	95	8418	901-200-037	SFR	$190.82	$3.24	$194.06
II	96	8418	901-200-038	SFR	$190.82	$3.24	$194.06
II	97	8418	901-200-039	SFR	$190.82	$3.24	$194.06
II	98	8418	901-200-040	SFR	$190.82	$3.24	$194.06
II	99	8418	901-200-041	SFR	$190.82	$3.24	$194.06
II	100	8418	901-200-042	SFR	$190.82	$3.24	$194.06
II	101	8418	901-200-043	SFR	$190.82	$3.24	$194.06
II	102	8418	901-200-044	SFR	$190.82	$3.24	$194.06
II	103	8418	901-200-045	SFR	$190.82	$3.24	$194.06
II	104	8418	901-200-046	SFR	$190.82	$3.24	$194.06
II	105	8418	901-200-047	SFR	$190.82	$3.24	$194.06
II	106	8418	901-200-048	SFR	$190.82	$3.24	$194.06
II	107	8418	901-200-049	SFR	$190.82	$3.24	$194.06
II	108	8418	901-200-050	SFR	$190.82	$3.24	$194.06
II	109	8418	901-200-051	SFR	$190.82	$3.24	$194.06
II	110	8418	901-200-052	SFR	$190.82	$3.24	$194.06
II	111	8418	901-200-053	SFR	$190.82	$3.24	$194.06
II	112	8418	901-200-054	SFR	$190.82	$3.24	$194.06
II	113	8418	901-200-055	SFR	$190.82	$3.24	$194.06
II	114	8418	901-200-056	SFR	$190.82	$3.24	$194.06
II	115	8418	901-200-057	SFR	$190.82	$3.24	$194.06
II	116	8418	901-200-058	SFR	$190.82	$3.24	$194.06
II	117	8418	901-200-059	SFR	$190.82	$3.24	$194.06
II	118	8418	901-200-060	SFR	$190.82	$3.24	$194.06
II	119	8418	901-200-061	SFR	$190.82	$3.24	$194.06
II	120	8418	901-200-062	SFR	$190.82	$3.24	$194.06
II	121	8418	901-200-063	SFR	$190.82	$3.24	$194.06
II	122	8418	901-200-064	SFR	$190.82	$3.24	$194.06
II	123	8418	901-200-065	SFR	$190.82	$3.24	$194.06

Village	Lot Number	Tract Number	Assessor's Parcel Number	Land Use	Total w/o Collection Charge	County Collection Charge	Maximum Assessment
II	124	8418	901-200-066	SFR	$190.82	$3.24	$194.06
II	125	8418	901-200-067	SFR	$190.82	$3.24	$194.06
II	126	8418	901-200-068	SFR	$190.82	$3.24	$194.06
II	127	8418	901-200-069	SFR	$190.82	$3.24	$194.06
II	128	8418	901-200-070	SFR	$190.82	$3.24	$194.06
II	129	8418	901-200-071	SFR	$190.82	$3.24	$194.06
II	130	8418	901-200-072	SFR	$190.82	$3.24	$194.06
II	131	8418	901-200-073	SFR	$190.82	$3.24	$194.06
II	132	8418	901-200-074	SFR	$190.82	$3.24	$194.06
II	133	8418	901-200-075	SFR	$190.82	$3.24	$194.06
II	134	8418	901-200-076	SFR	$190.82	$3.24	$194.06
II	135	8418	901-200-077	SFR	$190.82	$3.24	$194.06
II	136	8418	901-200-078	SFR	$190.82	$3.24	$194.06
II	137	8418	901-200-079	SFR	$190.82	$3.24	$194.06
II	138	8418	901-200-080	SFR	$190.82	$3.24	$194.06
II	139	8418	901-200-081	SFR	$190.82	$3.24	$194.06
II	140	8418	901-200-082	SFR	$190.82	$3.24	$194.06
II	141	8418	901-200-083	SFR	$190.82	$3.24	$194.06
II	142	8418	901-200-084	SFR	$190.82	$3.24	$194.06
II	143	8418	901-200-085	SFR	$190.82	$3.24	$194.06
II	144	8418	901-200-086	SFR	$190.82	$3.24	$194.06
II	145	8418	901-200-087	SFR	$190.82	$3.24	$194.06
II	146	8418	901-200-088	SFR	$190.82	$3.24	$194.06
II	147	8418	901-200-089	SFR	$190.82	$3.24	$194.06
II	148	8418	901-200-090	SFR	$190.82	$3.24	$194.06
II	149	8418	901-200-091	SFR	$190.82	$3.24	$194.06
II	150	8418	901-200-092	SFR	$190.82	$3.24	$194.06
II	151	8418	901-200-093	SFR	$190.82	$3.24	$194.06
II	152	8418	901-200-094	SFR	$190.82	$3.24	$194.06
II	153	8418	901-200-095	SFR	$190.82	$3.24	$194.06
II	154	8418	901-200-096	SFR	$190.82	$3.24	$194.06
II	155	8418	901-200-097	SFR	$190.82	$3.24	$194.06
II	156	8418	901-200-098	SFR	$190.82	$3.24	$194.06
II	157	8418	901-200-099	SFR	$190.82	$3.24	$194.06
II	158	8418	901-200-100	SFR	$190.82	$3.24	$194.06
II	159	8418	901-200-101	SFR	$190.82	$3.24	$194.06
II	160	8418	901-200-102	SFR	$190.82	$3.24	$194.06
II	161	8418	901-200-103	SFR	$190.82	$3.24	$194.06
II	162	8418	901-200-104	SFR	$190.82	$3.24	$194.06
II	163	8418	901-200-105	SFR	$190.82	$3.24	$194.06
II	164	8418	901-200-106	SFR	$190.82	$3.24	$194.06
II	165	8418	901-200-107	SFR	$190.82	$3.24	$194.06
II	166	8418	901-200-108	SFR	$190.82	$3.24	$194.06
II	167	8418	901-200-109	SFR	$190.82	$3.24	$194.06

Village	Lot Number	Tract Number	Assessor's Parcel Number	Land Use	Total w/o Collection Charge	County Collection Charge	Maximum Assessment
II	168	8418	901-200-110	SFR	$190.82	$3.24	$194.06
II	169	8418	901-200-111	SFR	$190.82	$3.24	$194.06
II	170	8418	901-200-112	SFR	$190.82	$3.24	$194.06
II	171	8418	901-200-113	SFR	$190.82	$3.24	$194.06
II	172	8418	901-200-114	SFR	$190.82	$3.24	$194.06
II	173	8418	901-200-115	SFR	$190.82	$3.24	$194.06
II	174	8418	901-200-116	SFR	$190.82	$3.24	$194.06
II	175	8418	901-200-117	SFR	$190.82	$3.24	$194.06
II	176	8418	901-200-118	SFR	$190.82	$3.24	$194.06
II	177	8418	901-200-119	SFR	$190.82	$3.24	$194.06
II	178	8418	901-200-120	SFR	$190.82	$3.24	$194.06
II	179	8418	901-200-121	SFR	$190.82	$3.24	$194.06
II	180	8418	901-200-122	SFR	$190.82	$3.24	$194.06
II	181	8418	901-200-123	SFR	$190.82	$3.24	$194.06
II	182	8418	901-200-124	SFR	$190.82	$3.24	$194.06
II	183	8418	901-200-125	SFR	$190.82	$3.24	$194.06
II	184	8418	901-200-126	SFR	$190.82	$3.24	$194.06
II	185	8418	901-200-127	SFR	$190.82	$3.24	$194.06
II	186	8418	901-200-128	SFR	$190.82	$3.24	$194.06
II	187	8418	901-200-129	SFR	$190.82	$3.24	$194.06
II	188	8418	901-200-130	SFR	$190.82	$3.24	$194.06
II	189	8418	901-200-131	SFR	$190.82	$3.24	$194.06
II	190	8418	901-200-132	SFR	$190.82	$3.24	$194.06
II	191	8418	901-200-133	SFR	$190.82	$3.24	$194.06
II	192	8418	901-200-134	SFR	$190.82	$3.24	$194.06
II	193	8418	901-200-135	SFR	$190.82	$3.24	$194.06
III	194	8419	901-203-005	SFR	$190.82	$3.24	$194.06
III	195	8419	901-203-006	SFR	$190.82	$3.24	$194.06
III	196	8419	901-203-007	SFR	$190.82	$3.24	$194.06
III	197	8419	901-203-008	SFR	$190.82	$3.24	$194.06
III	198	8419	901-203-009	SFR	$190.82	$3.24	$194.06
III	199	8419	901-203-010	SFR	$190.82	$3.24	$194.06
III	200	8419	901-203-011	SFR	$190.82	$3.24	$194.06
III	201	8419	901-203-012	SFR	$190.82	$3.24	$194.06
III	202	8419	901-203-013	SFR	$190.82	$3.24	$194.06
III	203	8419	901-203-014	SFR	$190.82	$3.24	$194.06
III	204	8419	901-203-015	SFR	$190.82	$3.24	$194.06
III	205	8419	901-203-016	SFR	$190.82	$3.24	$194.06
III	206	8419	901-203-017	SFR	$190.82	$3.24	$194.06
III	207	8419	901-203-018	SFR	$190.82	$3.24	$194.06
III	208	8419	901-203-019	SFR	$190.82	$3.24	$194.06
III	209	8419	901-203-020	SFR	$190.82	$3.24	$194.06
III	210	8419	901-203-021	SFR	$190.82	$3.24	$194.06
III	211	8419	901-203-022	SFR	$190.82	$3.24	$194.06

Village	Lot Number	Tract Number	Assessor's Parcel Number	Land Use	Total w/o Collection Charge	County Collection Charge	Maximum Assessment
III	212	8419	901-203-023	SFR	$190.82	$3.24	$194.06
III	213	8419	901-203-024	SFR	$190.82	$3.24	$194.06
III	214	8419	901-203-025	SFR	$190.82	$3.24	$194.06
III	215	8419	901-203-026	SFR	$190.82	$3.24	$194.06
III	216	8419	901-203-027	SFR	$190.82	$3.24	$194.06
III	217	8419	901-203-028	SFR	$190.82	$3.24	$194.06
III	218	8419	901-203-029	SFR	$190.82	$3.24	$194.06
III	219	8419	901-203-030	SFR	$190.82	$3.24	$194.06
III	220	8419	901-203-031	SFR	$190.82	$3.24	$194.06
III	221	8419	901-203-032	SFR	$190.82	$3.24	$194.06
III	222	8419	901-203-033	SFR	$190.82	$3.24	$194.06
III	223	8419	901-203-034	SFR	$190.82	$3.24	$194.06
III	224	8419	901-203-035	SFR	$190.82	$3.24	$194.06
III	225	8419	901-203-036	SFR	$190.82	$3.24	$194.06
III	226	8419	901-203-037	SFR	$190.82	$3.24	$194.06
III	227	8419	901-203-038	SFR	$190.82	$3.24	$194.06
III	228	8419	901-203-039	SFR	$190.82	$3.24	$194.06
III	229	8419	901-203-040	SFR	$190.82	$3.24	$194.06
III	230	8419	901-203-041	SFR	$190.82	$3.24	$194.06
III	231	8419	901-203-042	SFR	$190.82	$3.24	$194.06
III	232	8419	901-203-043	SFR	$190.82	$3.24	$194.06
III	233	8419	901-203-044	SFR	$190.82	$3.24	$194.06
III	234	8419	901-203-045	SFR	$190.82	$3.24	$194.06
III	235	8419	901-203-046	SFR	$190.82	$3.24	$194.06
III	236	8419	901-203-047	SFR	$190.82	$3.24	$194.06
III	237	8419	901-203-048	SFR	$190.82	$3.24	$194.06
III	238	8419	901-203-049	SFR	$190.82	$3.24	$194.06
III	239	8419	901-203-050	SFR	$190.82	$3.24	$194.06
III	240	8419	901-203-051	SFR	$190.82	$3.24	$194.06
III	241	8419	901-203-052	SFR	$190.82	$3.24	$194.06
III	242	8419	901-203-053	SFR	$190.82	$3.24	$194.06
III	243	8419	901-203-054	SFR	$190.82	$3.24	$194.06
III	244	8419	901-203-055	SFR	$190.82	$3.24	$194.06
III	245	8419	901-203-056	SFR	$190.82	$3.24	$194.06
III	246	8419	901-203-057	SFR	$190.82	$3.24	$194.06
III	247	8419	901-203-058	SFR	$190.82	$3.24	$194.06
III	248	8419	901-203-059	SFR	$190.82	$3.24	$194.06
III	249	8419	901-203-060	SFR	$190.82	$3.24	$194.06
III	250	8419	901-203-061	SFR	$190.82	$3.24	$194.06
III	251	8419	901-203-062	SFR	$190.82	$3.24	$194.06
III	252	8419	901-203-063	SFR	$190.82	$3.24	$194.06
III	253	8419	901-203-064	SFR	$190.82	$3.24	$194.06
III	254	8419	901-203-065	SFR	$190.82	$3.24	$194.06
III	255	8419	901-203-066	SFR	$190.82	$3.24	$194.06

Village	Lot Number	Tract Number	Assessor's Parcel Number	Land Use	Total w/o Collection Charge	County Collection Charge	Maximum Assessment
III	256	8419	901-203-067	SFR	$190.82	$3.24	$194.06
III	257	8419	901-203-068	SFR	$190.82	$3.24	$194.06
III	258	8419	901-203-069	SFR	$190.82	$3.24	$194.06
III	259	8419	901-203-070	SFR	$190.82	$3.24	$194.06
III	260	8419	901-203-071	SFR	$190.82	$3.24	$194.06
III	261	8419	901-203-072	SFR	$190.82	$3.24	$194.06
III	262	8419	901-203-073	SFR	$190.82	$3.24	$194.06
III	263	8419	901-203-074	SFR	$190.82	$3.24	$194.06
III	264	8419	901-203-075	SFR	$190.82	$3.24	$194.06
III	265	8419	901-203-076	SFR	$190.82	$3.24	$194.06
III	266	8419	901-203-077	SFR	$190.82	$3.24	$194.06
III	267	8419	901-203-078	SFR	$190.82	$3.24	$194.06
III	268	8419	901-203-079	SFR	$190.82	$3.24	$194.06
III	269	8419	901-203-080	SFR	$190.82	$3.24	$194.06
III	270	8419	901-203-081	SFR	$190.82	$3.24	$194.06
III	271	8419	901-203-082	SFR	$190.82	$3.24	$194.06
III	272	8419	901-203-083	SFR	$190.82	$3.24	$194.06
III	273	8419	901-203-084	SFR	$190.82	$3.24	$194.06
III	274	8419	901-203-085	SFR	$190.82	$3.24	$194.06
III	275	8419	901-203-086	SFR	$190.82	$3.24	$194.06
III	276	8419	901-203-087	SFR	$190.82	$3.24	$194.06
III	277	8419	901-203-088	SFR	$190.82	$3.24	$194.06
III	278	8419	901-203-089	SFR	$190.82	$3.24	$194.06
III	279	8419	901-203-090	SFR	$190.82	$3.24	$194.06
III	280	8419	901-203-091	SFR	$190.82	$3.24	$194.06
III	281	8419	901-203-092	SFR	$190.82	$3.24	$194.06
III	282	8419	901-203-093	SFR	$190.82	$3.24	$194.06
III	283	8419	901-203-094	SFR	$190.82	$3.24	$194.06
III	284	8419	901-203-095	SFR	$190.82	$3.24	$194.06
III	285	8419	901-203-096	SFR	$190.82	$3.24	$194.06
III	286	8419	901-203-097	SFR	$190.82	$3.24	$194.06
III	287	8419	901-203-098	SFR	$190.82	$3.24	$194.06
III	288	8419	901-203-099	SFR	$190.82	$3.24	$194.06
III	289	8419	901-203-100	SFR	$190.82	$3.24	$194.06
III	290	8419	901-203-101	SFR	$190.82	$3.24	$194.06
IV	291	8420	901-201-016	SFR	$190.82	$3.24	$194.06
IV	292	8420	901-201-017	SFR	$190.82	$3.24	$194.06
IV	293	8420	901-201-018	SFR	$190.82	$3.24	$194.06
IV	294	8420	901-201-019	SFR	$190.82	$3.24	$194.06
IV	295	8420	901-201-020	SFR	$190.82	$3.24	$194.06
IV	296	8420	901-201-021	SFR	$190.82	$3.24	$194.06
IV	297	8420	901-201-022	SFR	$190.82	$3.24	$194.06
IV	298	8420	901-201-023	SFR	$190.82	$3.24	$194.06
IV	299	8420	901-201-024	SFR	$190.82	$3.24	$194.06

Village	Lot Number	Tract Number	Assessor's Parcel Number	Land Use	Total w/o Collection Charge	County Collection Charge	Maximum Assessment
IV	300	8420	901-201-025	SFR	$190.82	$3.24	$194.06
IV	301	8420	901-201-026	SFR	$190.82	$3.24	$194.06
IV	302	8420	901-201-027	SFR	$190.82	$3.24	$194.06
IV	303	8420	901-201-028	SFR	$190.82	$3.24	$194.06
IV	304	8420	901-201-029	SFR	$190.82	$3.24	$194.06
IV	305	8420	901-201-030	SFR	$190.82	$3.24	$194.06
IV	306	8420	901-201-031	SFR	$190.82	$3.24	$194.06
IV	307	8420	901-201-032	SFR	$190.82	$3.24	$194.06
IV	308	8420	901-201-033	SFR	$190.82	$3.24	$194.06
IV	309	8420	901-201-034	SFR	$190.82	$3.24	$194.06
IV	310	8420	901-201-035	SFR	$190.82	$3.24	$194.06
IV	311	8420	901-201-036	SFR	$190.82	$3.24	$194.06
IV	312	8420	901-201-037	SFR	$190.82	$3.24	$194.06
IV	313	8420	901-201-038	SFR	$190.82	$3.24	$194.06
IV	314	8420	901-201-039	SFR	$190.82	$3.24	$194.06
IV	315	8420	901-201-040	SFR	$190.82	$3.24	$194.06
IV	316	8420	901-201-041	SFR	$190.82	$3.24	$194.06
IV	317	8420	901-201-042	SFR	$190.82	$3.24	$194.06
IV	318	8420	901-201-043	SFR	$190.82	$3.24	$194.06
IV	319	8420	901-201-044	SFR	$190.82	$3.24	$194.06
IV	320	8420	901-201-045	SFR	$190.82	$3.24	$194.06
IV	321	8420	901-201-046	SFR	$190.82	$3.24	$194.06
IV	322	8420	901-201-047	SFR	$190.82	$3.24	$194.06
IV	323	8420	901-201-048	SFR	$190.82	$3.24	$194.06
IV	324	8420	901-201-049	SFR	$190.82	$3.24	$194.06
IV	325	8420	901-201-050	SFR	$190.82	$3.24	$194.06
IV	326	8420	901-201-051	SFR	$190.82	$3.24	$194.06
IV	327	8420	901-201-052	SFR	$190.82	$3.24	$194.06
IV	328	8420	901-201-053	SFR	$190.82	$3.24	$194.06
IV	329	8420	901-201-054	SFR	$190.82	$3.24	$194.06
IV	330	8420	901-201-055	SFR	$190.82	$3.24	$194.06
IV	331	8420	901-201-056	SFR	$190.82	$3.24	$194.06
IV	332	8420	901-201-057	SFR	$190.82	$3.24	$194.06
IV	333	8420	901-201-058	SFR	$190.82	$3.24	$194.06
IV	334	8420	901-201-059	SFR	$190.82	$3.24	$194.06
IV	335	8420	901-201-060	SFR	$190.82	$3.24	$194.06
IV	336	8420	901-201-061	SFR	$190.82	$3.24	$194.06
IV	337	8420	901-201-062	SFR	$190.82	$3.24	$194.06
IV	338	8420	901-201-063	SFR	$190.82	$3.24	$194.06
IV	339	8420	901-201-064	SFR	$190.82	$3.24	$194.06
IV	340	8420	901-201-065	SFR	$190.82	$3.24	$194.06
IV	341	8420	901-201-066	SFR	$190.82	$3.24	$194.06
IV	342	8420	901-201-067	SFR	$190.82	$3.24	$194.06
IV	343	8420	901-201-068	SFR	$190.82	$3.24	$194.06

Village	Lot Number	Tract Number	Assessor's Parcel Number	Land Use	Total w/o Collection Charge	County Collection Charge	Maximum Assessment
IV	344	8420	901-201-069	SFR	$190.82	$3.24	$194.06
IV	345	8420	901-201-070	SFR	$190.82	$3.24	$194.06
IV	346	8420	901-201-071	SFR	$190.82	$3.24	$194.06
IV	347	8420	901-201-072	SFR	$190.82	$3.24	$194.06
IV	348	8420	901-201-073	SFR	$190.82	$3.24	$194.06
IV	349	8420	901-201-074	SFR	$190.82	$3.24	$194.06
IV	350	8420	901-201-075	SFR	$190.82	$3.24	$194.06
IV	351	8420	901-201-076	SFR	$190.82	$3.24	$194.06
IV	352	8420	901-201-077	SFR	$190.82	$3.24	$194.06
IV	353	8420	901-201-078	SFR	$190.82	$3.24	$194.06
IV	354	8420	901-201-079	SFR	$190.82	$3.24	$194.06
IV	355	8420	901-201-080	SFR	$190.82	$3.24	$194.06
IV	356	8420	901-201-081	SFR	$190.82	$3.24	$194.06
IV	357	8420	901-201-082	SFR	$190.82	$3.24	$194.06
IV	358	8420	901-201-083	SFR	$190.82	$3.24	$194.06
IV	359	8420	901-201-084	SFR	$190.82	$3.24	$194.06
IV	360	8420	901-201-085	SFR	$190.82	$3.24	$194.06
IV	361	8420	901-201-086	SFR	$190.82	$3.24	$194.06
IV	362	8420	901-201-087	SFR	$190.82	$3.24	$194.06
IV	363	8420	901-201-088	SFR	$190.82	$3.24	$194.06
IV	364	8420	901-201-089	SFR	$190.82	$3.24	$194.06
IV	365	8420	901-201-090	SFR	$190.82	$3.24	$194.06
IV	366	8420	901-201-091	SFR	$190.82	$3.24	$194.06
IV	367	8420	901-201-092	SFR	$190.82	$3.24	$194.06
IV	368	8420	901-201-093	SFR	$190.82	$3.24	$194.06
IV	369	8420	901-201-094	SFR	$190.82	$3.24	$194.06
IV	370	8420	901-201-095	SFR	$190.82	$3.24	$194.06
IV	371	8420	901-201-096	SFR	$190.82	$3.24	$194.06
IV	372	8420	901-201-097	SFR	$190.82	$3.24	$194.06
IV	373	8420	901-201-098	SFR	$190.82	$3.24	$194.06
IV	374	8420	901-201-099	SFR	$190.82	$3.24	$194.06
IV	375	8420	901-201-100	SFR	$190.82	$3.24	$194.06
IV	376	8420	901-201-101	SFR	$190.82	$3.24	$194.06
IV	377	8420	901-201-102	SFR	$190.82	$3.24	$194.06
IV	378	8420	901-201-103	SFR	$190.82	$3.24	$194.06
IV	379	8420	901-201-104	SFR	$190.82	$3.24	$194.06
IV	380	8420	901-201-105	SFR	$190.82	$3.24	$194.06
IV	381	8420	901-201-106	SFR	$190.82	$3.24	$194.06
IV	382	8420	901-201-107	SFR	$190.82	$3.24	$194.06
IV	383	8420	901-201-108	SFR	$190.82	$3.24	$194.06
IV	384	8420	901-201-109	SFR	$190.82	$3.24	$194.06
IV	385	8420	901-201-110	SFR	$190.82	$3.24	$194.06
IV	386	8420	901-201-111	SFR	$190.82	$3.24	$194.06

Village	Lot Number	Tract Number	Assessor's Parcel Number	Land Use	Total w/o Collection Charge	County Collection Charge	Maximum Assessment
				TOTALS:	**$73,656.52**	**$1,250.64**	**$74,907.16**

PART D

LANDSCAPING AND LIGHTING DISTRICT NO. 4

METHOD OF APPORTIONMENT OF ASSESSMENT

The proposed method of spreading assessments uses area to distribute costs in the proper proportion to benefits received.

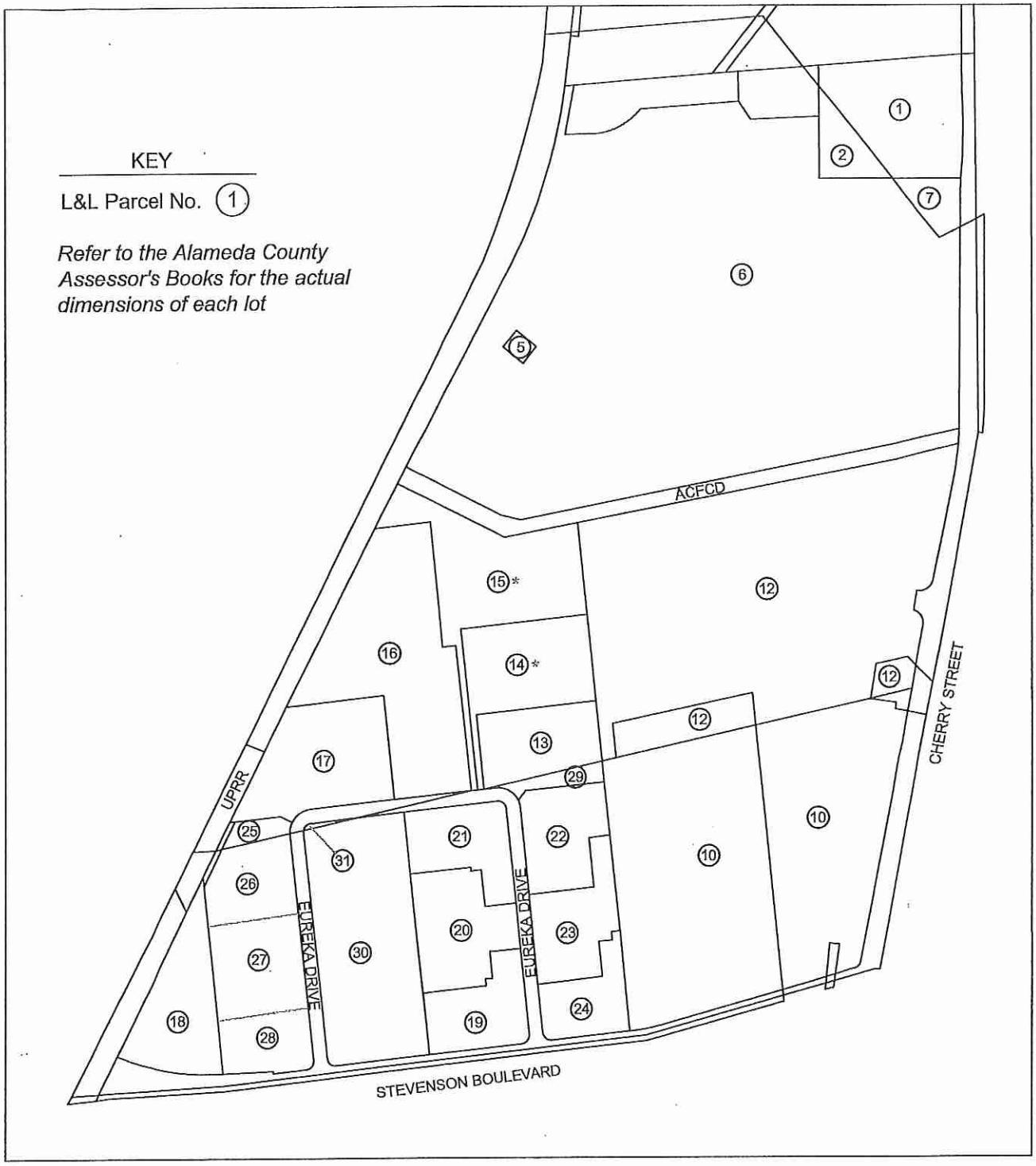
The total costs of the project, including incidental expenses, will be spread on an acreage basis to lots within the district boundaries and pursuant to the method of apportionment of assessment identified in the Final Engineer's Report for the Creation of Zone 2 (Sanctuary Development), approved by the City Council of the City of Newark on April 11, 2019 pursuant to Resolution No. 10,911, and incorporated herein by reference.

PART E

LANDSCAPING AND LIGHTING DISTRICT NO. 4

ASSESSMENT DIAGRAMS

See the attached Assessment Diagrams on the following pages for all zones in Landscaping and Lighting District No. 4.



ASSESSMENT DIAGRAM

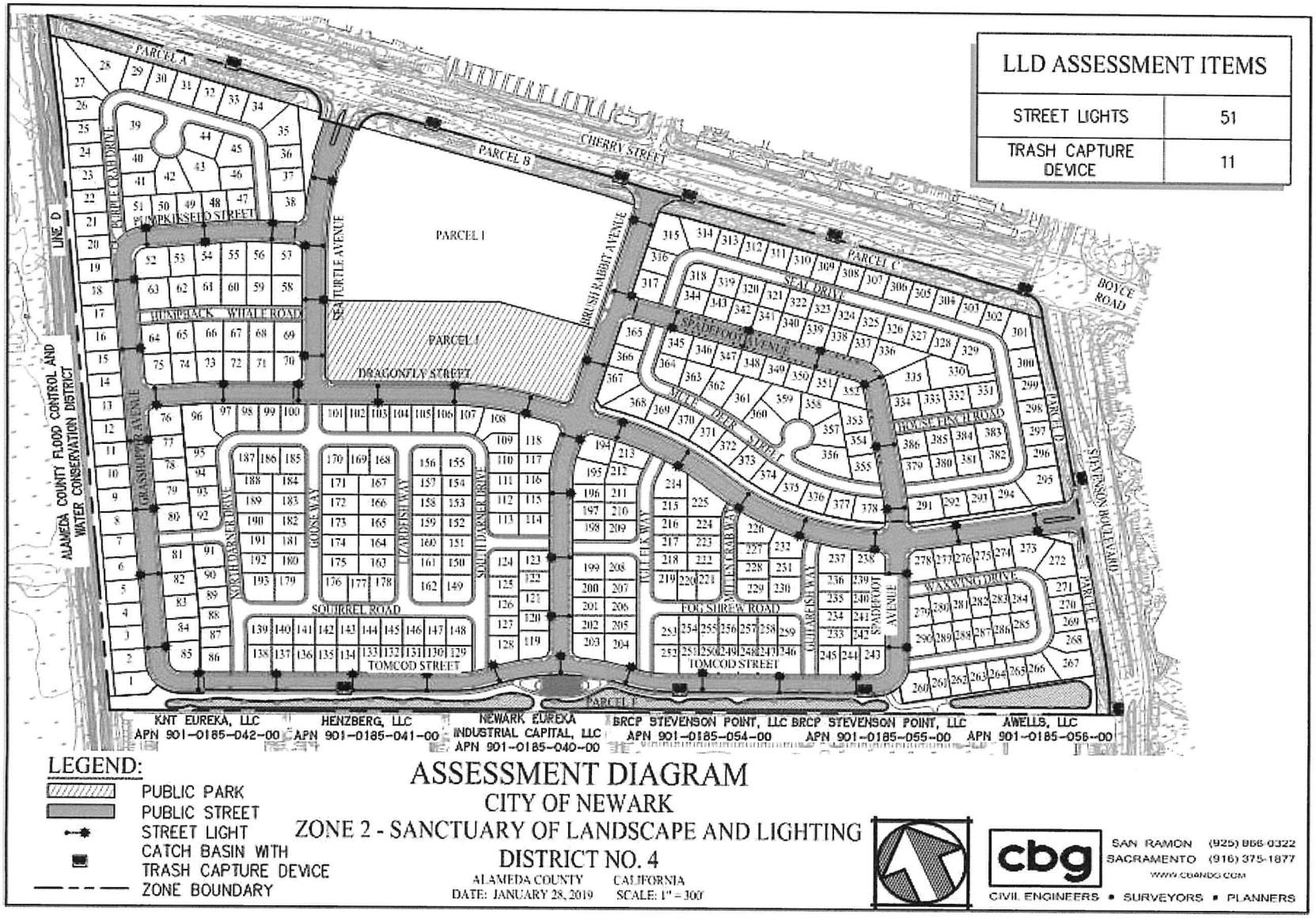
LANDSCAPING AND LIGHTING DISTRICT NO. 4
CHERRY STREET AND STEVENSON BOULEVARD
NEW TECHNOLOGY PARK
AND STEVENSON POINT TECHPARK

CITY OF NEWARK
ENGINEERING DIVISION

Scale: None
Page 1 of 2

APPENDIX B

Zone 2 – Sanctuary of Landscape and Lighting District No. 4
Assessment Diagram



ANNUAL ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 6

The undersigned respectfully submits the enclosed report as directed by the City Council.

DATED: May 26, 2022

SOREN E. FAJEAU, City Engineer
Engineer of Work

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment Diagram thereto attached, was filed with me on the 26th day of May, 2022.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Newark, Alameda County, California, on the _____ day of _____, 2022.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

ANNUAL
ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 6
CITY OF NEWARK, ALAMEDA COUNTY
CALIFORNIA

SOREN E. FAJEAU, City Engineer, for Landscaping and Lighting District No. 6, City of Newark, Alameda County, California, makes this Annual Report, as directed by the City Council, pursuant to Section 22785 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this Report are briefly described as follows:

a. The maintenance of street lighting and landscaping within the public right-of-way and landscape irrigation systems within easement areas. Costs shall include all maintenance and operation costs including normal upkeep, operating expenses, management expenses, replacement and replanting costs.

This report consists of the following:

PART A - Plans and specifications for the improvement.

PART B - An estimate of the cost of improvement.

PART C - An assessment of the estimated cost of the improvements on each benefited parcel of land within the district.

PART D - Rules for spreading the assessment among the benefited parcels of land.

PART E - An assessment diagram showing each parcel of land within the assessment district.

Respectfully submitted,

SOREN E. FAJEAU

PART A

PLANS AND SPECIFICATIONS THOUGH BOUND SEPARATELY

ARE FILED AS PART OF THIS REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 6
2022-23 FISCAL YEAR

REDEVELOPMENT AREA NO. 2 - Cedar Blvd., Stevenson Blvd., Balentine Drive and Joaquin Murieta Avenue

EXHIBIT B - ANNUAL BUDGET

CASH BALANCE CALCULATION

- Cash Balance	($37,875)
- Unencumbered Anticipated Expenses this Fiscal Year	
Other Contractual Costs	$0
Extra Work (Contractor)	$0
Extra Work (City Forces)	$0
Tree Pruning	$0
Utility Costs - Water/Electricity	$0
Administration Costs	$0
Ala. Cty. Collection Costs	$0
- Less Reserve Fund	$0
	$0
Total Carryover/deficit:	($37,875)

	2021-22 Budgeted	2021-22 Estimated	2022-23 Proposed
LANDSCAPE & IRRIGATION SYSTEM COSTS			
- Contractural Maintenance Costs	0	0	0
- Sweeping	0	0	0
- Utility Costs - Water/Electricity	0	0	0
- Irrigation Repairs	0	0	0
- Annual Tree Pruning	0	0	0
- Planting Replacement	0	0	0
- Bid Advertisement	0	0	0
Subtotal	$0	$0	$0
OTHER COSTS			
- Contingencies	0	0	0
- Computer tape for Alameda County	0	0	0
Subtotal	$0	$0	$0
Subtotal	$0	$0	$0
Carryover/deficit			($37,875)
Subtotal			$37,875

Note: Following questions will insert appropriate costs into Incidental Expenses:

Contract to be bid (Y/N)?	N	
Inspection to be provided (Y/N)?	Y	
New Plans and specifications needed (Y/N)?	N	
Existing PS&E to be used (Y/N)?	Y	
Special Conditions:		
Contract costs previously deducted (Y/N)?	Y	
Rounded Administration Fee		0

INCIDENTAL EXPENSES

- Contract Administration (10%)	0
- Inspection (4%)	0
- Design, Engineering for bids (10%)	0
- Use of existing plans (4%)	0
- Assessment Engineering	0
Subtotal	$0
TOTAL ANNUAL COST	$37,875

COLLECTION CHARGES

- Alameda County Collection Charges		644
(Collection Percentage)	1.70%	
TOTAL AMOUNT TO BE ASSESSED		**$0**
TOTAL AMOUNT TO BE ASSESSED (ROUNDED)		**$0**

LANDSCAPING AND LIGHTING DISTRICT NO. 6
2022-23 FISCAL YEAR
REDEVELOPMENT AREA NO. 2 - Cedar Blvd., Stevenson Blvd.,

Note: All costs associated with this district at this time are for median landscaping on Cedar Boulevard and are therefore charged only to parcels with frontage on Cedar Boulevard and at Balentine Dr at Stevenson Blvd. on the basis of frontage

EXHIBIT C - ASSESSMENT ROLL

L&L Parcel	Assessor's Parcel	Cedar Blvd. Frontage	% Total Frontage	Total w/o Collection Charge	Collection Charge	Total Assessment
1	901-194-3					
2	901-194-4-3					
3	901-194-5					
4	901-195-1					
5	901-195-2					
6	901-195-3					
7	901-195-33					
8	901-195-32					
9	901-195-31					
10	901-195-6	221	9.71%	0.00	0.00	0.00
11	901-195-34	534	23.46%	0.00	0.00	0.00
12	901-195-37	163	7.16%	0.00	0.00	0.00
13	901-195-39	516	22.67%	0.00	0.00	0.00
14	901-195-10					
15	901-195-29					
16	901-195-15					
17	901-195-18					
18	901-195-19					
19	901-195-20					
20	901-195-22					
21	901-195-30					
22	901-195-27					
23	901-195-28					
24	901-197-1					
25	901-197-2					
26	901-197-3					
27	901-197-4					
28	901-197-5-1	24	1.05%	0.00	0.00	0.00
29	901-197-5-2	252	11.07%	0.00	0.00	0.00
30	901-197-6-1					
31	901-197-6-2	271	11.91%	0.00	0.00	0.00
32	901-197-7	135	5.93%	0.00	0.00	0.00
33	901-197-10					
34	901-197-11					
35	901-197-12					
36	901-197-13					
37	901-195-38	160	7.03%	0.00	0.00	0.00
	Totals	2,276	100.00%	$0.00	$0.00	$0.00

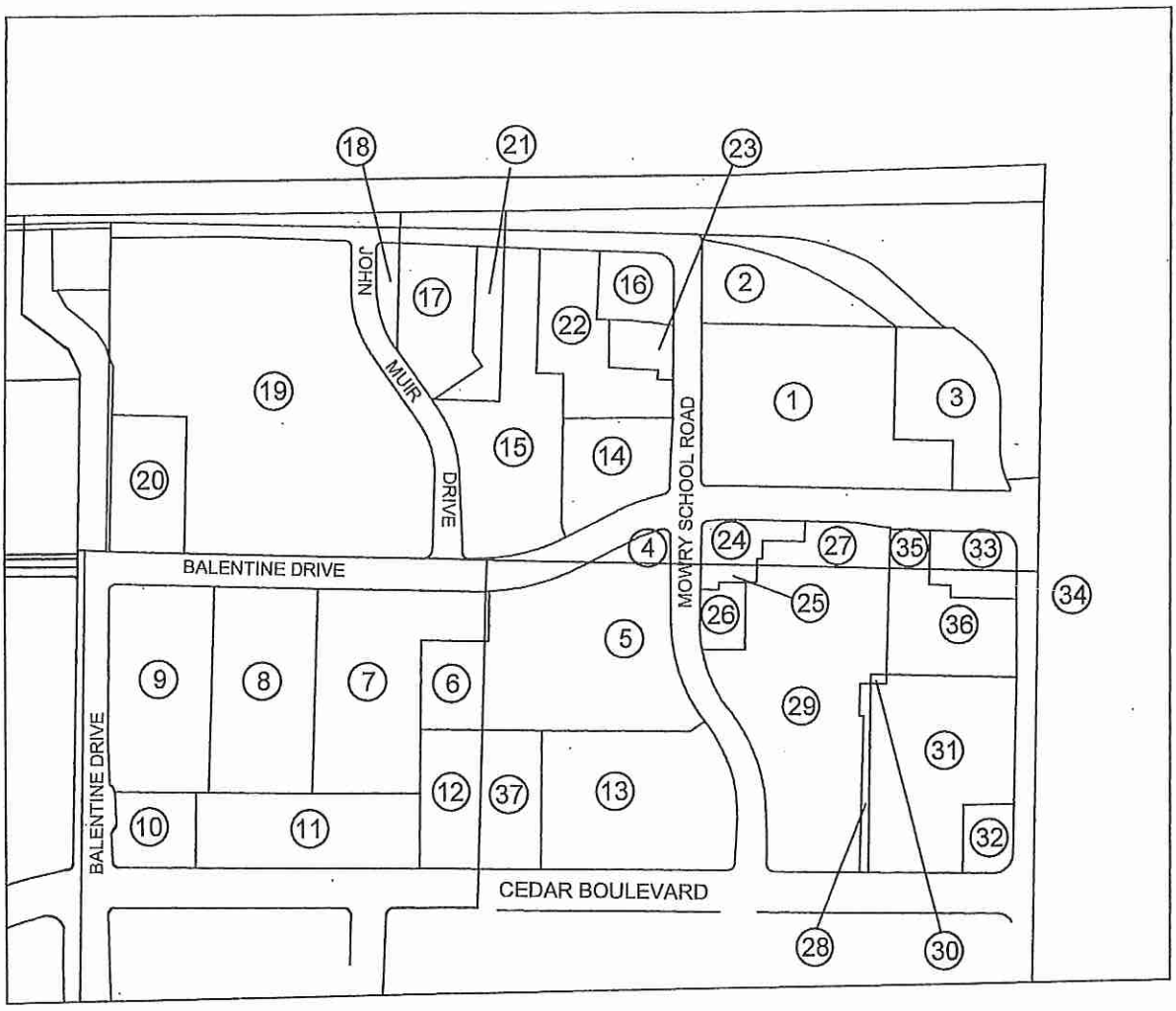
PART D

LANDSCAPING AND LIGHTING DISTRICT NO. 6

METHOD OF APPORTIONMENT OF ASSESSMENT

The proposed method of spreading assessments uses area to distribute costs in the proper proportion to benefits received.

The cost of maintaining medians on Cedar Boulevard are spread on the basis of frontage of those parcels fronting Cedar Boulevard. All other maintenance costs together with assessment engineering costs are spread on an acreage basis to all parcels within the district. Administration costs are spread on the basis of a percentage of maintenance costs.



KEY

L&L Parcel No. (1)

Refer to the Alameda County Assessor's Books for the actual dimensions of each lot

ASSESSMENT DIAGRAM

LANDSCAPING AND LIGHTING DISTRICT NO. 6
CEDAR BOULEVARD, BALENTINE DRIVE, MOWRY SCHOOL ROAD

CITY OF NEWARK
ENGINEERING DIVISION

Scale: 1"=500'

Description of Work

The maintenance of buffer landscaping and median landscaping and the irrigation systems within the public right-of-way and easement areas along the Cedar Boulevard, Balentine Drive, John Muir Drive, Mowry School Road, and Stevenson Boulevard frontages of the properties within the district. (Note that the maintenance of medians on Stevenson Boulevard is included in L&L No. 4 and not this district.) Also included in this district is maintenance of the art element at the corner of Stevenson Boulevard and Balentine Drive.

All frontage maintenance is accomplished by the property owners. All median maintenance is performed under contract.

L&L Parcel	Assessor's Parcel
1	901-194-3
2	901-194-4-3
3	901-194-5
4	901-194-1
5	901-195-2
6	901-195-3
7	901-195-33
8	901-195-32
9	901-195-31
10	901-195-6
11	901-195-34
12	901-195-37
13	901-195-39
14	901-195-10
15	901-195-29
16	901-195-15
17	901-195-18
18	901-195-19
19	901-195-20
20	901-195-22
21	901-195-30
22	901-195-27
23	901-195-28
24	901-197-1
25	901-197-2
26	901-197-3
27	901-197-4
28	901-197-5-1
29	901-197-5-2
30	901-197-6-1
31	901-197-6-2
32	901-197-7
33	901-197-10
34	901-197-11
35	901-197-12
36	901-197-13
37	901-195-38

ASSESSMENT DIAGRAM

LANDSCAPING AND LIGHTING DISTRICT NO. 6
CEDAR BOULEVARD, BALENTINE DRIVE, MOWRY SCHOOL ROAD

CITY OF NEWARK
ENGINEERING DIVISION

Scale: 1"=500'

ANNUAL ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 7

The undersigned respectfully submits the enclosed report as directed by the City Council.

DATED: May 26, 2022

SOREN E. FAJEAU, City Engineer
Engineer of Work

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment Diagram thereto attached, was filed with me on the 26th day of May, 2022.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Newark, Alameda County, California, on the _____ day of _____, 2022.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

ANNUAL
ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 7
CITY OF NEWARK, ALAMEDA COUNTY
CALIFORNIA

SOREN E. FAJEAU, City Engineer, for Landscaping and Lighting District No. 7, City of Newark, Alameda County, California, makes this Annual Report, as directed by the City Council, pursuant to Section 22785 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this Report are briefly described as follows:

The maintenance of Rosemont Square Shopping Center buffer landscaping and landscape irrigation system within public right-of-way and easement areas. Costs shall include all maintenance and operation costs including normal upkeep, operating expenses, management expenses, replanting costs, and power costs.

This report consists of the following:

PART A - Plans and specifications for the improvement.

PART B - An estimate of the cost of improvement.

PART C - An assessment of the estimated cost of the improvements on each benefited parcel of land within the district.

PART D - Rules for spreading the assessment among the benefited parcels of land.

PART E - An assessment diagram showing each parcel of land within the assessment district.

Respectfully submitted,

SOREN E. FAJEAU

PART A

PLANS AND SPECIFICATIONS THOUGH BOUND SEPARATELY

ARE FILED AS PART OF THIS REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 7
2022-23 FISCAL YEAR
NEWARK BLVD. - Rosemont Square

EXHIBIT B - ANNUAL BUDGET

CASH BALANCE CALCULATION

- Cash Balance	$19,566
- Unencumbered Anticipated Expenses this Fiscal Year	
Other Contractual Costs	$0
Extra Work (Contractor)	$0
Extra Work (City Forces)	$0
Tree Pruning	$0
Utility Costs - Water/Electricity	($2,150)
Administration Costs	$0
Ala. Cty. Collection Costs	($340)
- Less Reserve Fund	($8,500)
Total Carryover/deficit:	$8,576

	2021-22 Budgeted	2021-22 Estimated	2022-23 Proposed
LANDSCAPE & IRRIGATION SYSTEM COSTS			
- Contractural Maintenance Costs	13,600	6,048	13,600
- Sweeping	1,000	1,000	1,000
- Utility Costs - Water/Electricity	12,050	9,500	12,000
- Irrigation Repairs	1,000	0	550
- Annual Tree Pruning	1,500	0	1,000
- Planting Replacement	1,000	0	1,100
- Bid Advertisement	0	0	0
Subtotal	$30,150	$16,548	$29,250
OTHER COSTS			
- Contingencies	0	0	0
- Assessment District Consultant Review	150	150	150
Subtotal	$150	$150	$150
Subtotal	$30,300	$16,698	$29,400
Carryover/deficit			$8,576
Subtotal			$20,824

Note: Following questions will insert appropriate costs into Incidental Expenses:

Contract to be bid (Y/N)?	N

INCIDENTAL EXPENSES		
- Contract Administration (10%)		0
- Inspection (8%)		2,352
- Design, Engineering for bids (8%)		0
- Assessment Engineering		2,000
	Subtotal	$4,352
	TOTAL ANNUAL COST	$25,176
	SUBTOTAL	25,176.00
COLLECTION CHARGES		
- Alameda County Collection Charges		428
(Collection Percentage)	1.70%	
	TOTAL AMOUNT TO BE ASSESSED	**$25,604**
	TOTAL AMOUNT TO BE ASSESSED (ROUNDED)	**$25,600**

LANDSCAPING AND LIGHTING DISTRICT NO. 7
2022-23 FISCAL YEAR
NEWARK BLVD. - Rosemont Square

EXHIBIT C - ASSESSMENT ROLL

L&L Parcel	Assessor's Parcel	Building Area (SF)	% Total Area	Total w/o Collection Charge	Collection Charge	Total Assessment
1	92A-720-12	5,720	4.18%	1,053.00	17.90	1,070.90
2	92A-720-13	9,760	7.14%	1,797.00	30.55	1,827.55
3	92A-720-7	38,460	28.13%	7,081.00	120.38	7,201.38
4	92A-720-14	10,000	7.31%	1,841.00	31.30	1,872.30
5	92A-720-21	2,121	1.55%	391.00	6.65	397.65
6	92A-720-20	2,121	1.55%	391.00	6.65	397.65
7	92A-720-9	24,212	17.71%	4,458.00	75.79	4,533.79
8	92A-720-25	8,810	6.44%	1,622.00	27.57	1,649.57
9	92A-720-26	7,190	5.26%	1,324.00	22.51	1,346.51
10	92A-720-10	3,480	2.55%	641.00	10.90	651.90
11	92A-720-18	5,052	3.69%	930.00	15.81	945.81
12	92A-720-24	7,424	5.43%	1,367.00	23.24	1,390.24
13	92A-720-19	12,384	9.06%	2,280.00	38.76	2,318.76
	Totals	136,734	100.00%	$25,176.00	$427.99	$25,603.99

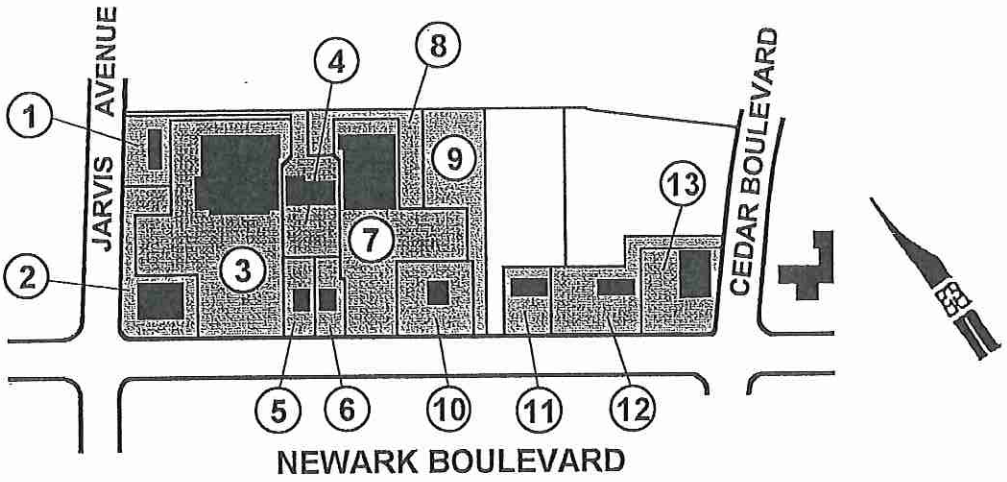
PART D

LANDSCAPING AND LIGHTING DISTRICT NO. 7

METHOD OF APPORTIONMENT OF ASSESSMENT

The total costs of the project, including incidental expenses, will be prorated on the gross square footage of the building on the parcel to the total gross square footage of all of the buildings in the shopping center. Costs for vacant parcels will be based on the maximum building size permitted on the parcel.

Description of Work
The maintenance of buffer landscaping and the irrigation system within the public right-of-way and easement areas along the Jarvis Avenue, Newark Boulevard, and Cedar Boulevard frontages of Rosement Shopping Center.



L&L Parcel	Assessor's Parcel
1	92A-720-12
2	92A-720-13
3	92A-720-7
4	92A-720-14
5	92A-720-21
6	92A-720-20
7	92A-720-9
8	92A-720-25
9	92A-720-26
10	92A-720-10
11	92A-720-18
12	92A-720-24
13	92A-720-19

KEY

L&L Parcel No. (1)

Refer to the Alameda County Assessor's Books for the actual dimensions of each lot

ASSESSMENT DIAGRAM
LANDSCAPING AND LIGHTING DISTRICT NO. 7
NEWARK BOULEVARD AT JARVIS AVENUE

CITY OF NEWARK
DEVELOPMENT SERVICES

Scale: 1"=500'
Page 1 of 1

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ANNUAL ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 13

The undersigned respectfully submits the enclosed report as directed by the City Council.

DATED: May 26, 2022

SOREN E. FAJEAU, City Engineer
Engineer of Work

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment Diagram thereto attached, was filed with me on the 26th day of May, 2022.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Newark, Alameda County, California, on the _____ day of _____, 2022.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

ANNUAL
ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 13
CITY OF NEWARK, ALAMEDA COUNTY
CALIFORNIA

SOREN E. FAJEAU, City Engineer, for Landscaping and Lighting District No. 13, City of Newark, Alameda County, California, makes this Annual Report, as directed by the City Council, pursuant to Section 22785 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this Report are briefly described as follows:

a. Maintenance of landscaping, landscape irrigation and lighting, within and adjacent to the right-of-ways of Thornton Avenue, Cedar Boulevard, Willow Street, Mahogany Place, Peachtree Avenue and Papaya Avenue including replacement and replanting costs, as well as landscaping, lighting, pathways, play areas and play equipment within the in-tract mini-parks.

This report consists of the following:

PART A - Plans and specifications for the improvement.

PART B - An estimate of the cost of improvement.

PART C - An assessment of the estimated cost of the improvements on each benefited parcel of land within the district.

PART D - Rules for spreading the assessment among the benefited parcels of land.

PART E - An assessment diagram showing each parcel of land within the assessment district.

Respectfully submitted,

SOREN E. FAJEAU

PART A

PLANS AND SPECIFICATIONS THOUGH BOUND SEPARATELY

ARE FILED AS PART OF THIS REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 13
2022-23

CITATION HOMES - Cedar Boulevard at Willow Street
BREN HOMES - Thornton Avenue at Willow Street

EXHIBIT B - ANNUAL BUDGET

CASH BALANCE CALCULATION

- Cash Balance	$3,350
- Unencumbered Anticipated Expenses this Fiscal Year	
Other Contractual Costs	0
Extra Work (Contractor)	0
Extra Work (City Forces)	0
PG&E	0
Water	0
Administration Costs	0
Ala. Cty. Collection Costs	0
- Less Reserve Fund	($3,350)
Total Carryover/deficit:	$0

	2021-22 Budgeted	2021-22 Estimated	2022-23 Proposed
LANDSCAPE & IRRIGATION SYSTEM COSTS			
- Contractural Maintenance Costs	0	0	0
- Sweeping	0	0	0
- Irrigation Costs/Water/PG&E	0	0	0
- Irrigation Sprinkler Repairs	0	0	0
- Planting Replacement	0	0	0
- Bid Advertisement	0	0	0
Subtotal	$0	$0	$0
OTHER COSTS			
- Contingencies	0	0	0
- Computer tape for Alameda County	0	0	0
Subtotal	$0	$0	$0
Subtotal	$0	$0	$0
Carryover/deficit			$0
Subtotal			$0

Note: Following questions will insert appropriate costs into Incidental Expenses:

Contract to be bid (Y/N)?	Y	
Contract costs previously deducted (Y/N)?	N	
Rounded Administration Fee		0

INCIDENTAL EXPENSES

- Contract Administration (10%)	0
- Inspection (8%)	0
- PS&E for bids (10%)	0
- Assessment Engineering	0
Subtotal	$0
TOTAL ANNUAL COST	$0

COLLECTION CHARGES

- Alameda County Collection Charges		0
(Collection Percentage)	1.70%	
TOTAL AMOUNT TO BE ASSESSED		**$0**
TOTAL AMOUNT TO BE ASSESSED (ROUNDED)		**$0**

LANDSCAPING AND LIGHTING DISTRICT NO. 13
2022-23

CITATION HOMES - Cedar Boulevard at Willow Street
BREN HOMES - Thornton Avenue at Willow Street

EXHIBIT C - ASSESSMENT ROLL

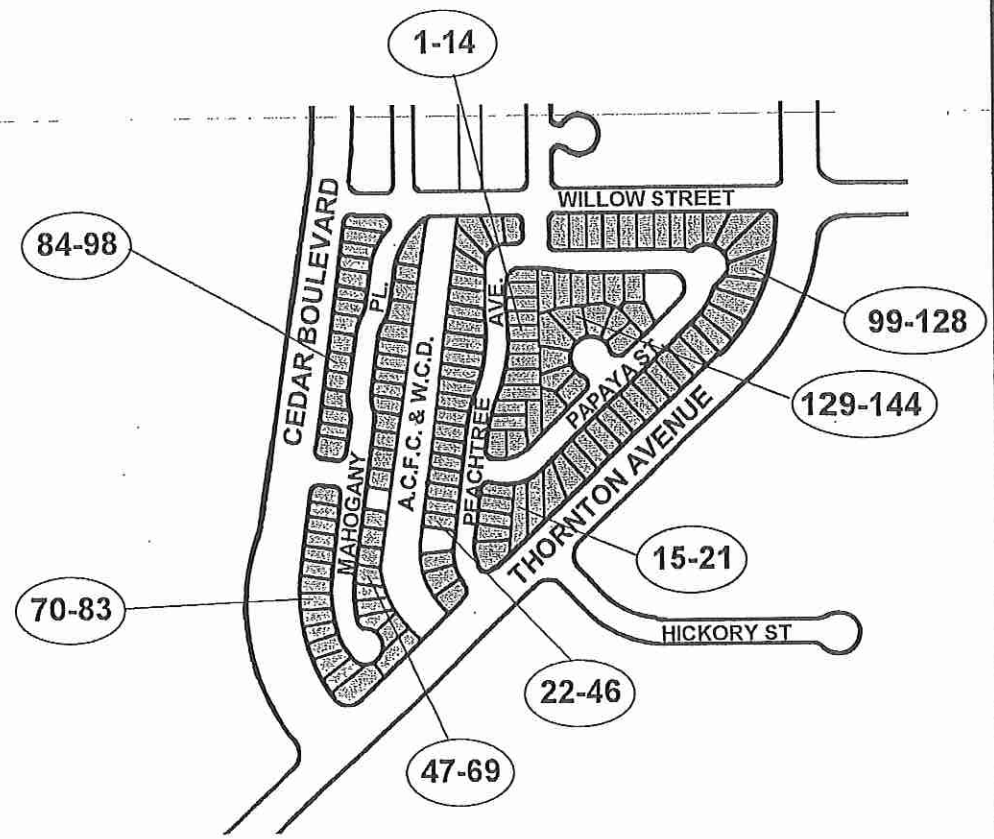
Assessment Amount per Parcel w/o Collection Charge -	$0.00
Collection Charge per Parcel -	$0.00
Total Assessment Amount per Parcel -	$0.00
Total Number of Parcels -	107
Total w/o Collection Charge	$0.00
Total Collection Charge -	$0.00
Total Assessment Amount -	$0.00

PART D

LANDSCAPING AND LIGHTING DISTRICT NO. 13

METHOD OF APPORTIONMENT OF ASSESSMENT

The total cost of the project, including incidental expenses, will be spread equally to each property in the district except common areas which will receive no assessment.



Description of Work

The maintenance of landscaping and the irrigation system within the public right-of-way and easement areas along the Thornton Avenue, Cedar Boulevard, Willow Street, Mahogany Place, Peachtree Avenue, Papaya Avenue plus maintenance of the mini-parks within these two subdivisions. Work within the medians along Thornton Avenue is performed under contract. All other maintenance is performed by the homeowners' associations.

KEY

L&L Parcel No. (1)

Refer to the Alameda County Assessor's Books for the actual dimensions of each lot

ASSESSMENT DIAGRAM

LANDSCAPING AND LIGHTING DISTRICT NO. 13

THORNTON AVENUE AT WILLOW STREET

CITY OF NEWARK
DEVELOPMENT SERVICES

Scale: 1"=500'
Page 1 of 2

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L&L Parcel	APN No.	L&L Parcel	APN No.	L&L Parcel	APN No.	L&L Parcel	APN No.
1	92A-451-6	41	92A-451-49	81	92A-451-91	121	92A-452-24
2	92A-451-7	42	92A-451-50	82	92A-451-92	122	92A-452-25
3	92A-451-8	43	92A-451-51	83	92A-451-93	123	92A-452-26
4	92A-451-9	44	92A-451-52	84	92A-451-94	124	92A-452-27
5	92A-451-10	45	92A-451-53	85	92A-451-95	125	92A-452-28
6	92A-451-11	46	92A-451-54	86	92A-451-96	126	92A-452-29
7	92A-451-12	47	92A-451-55	87	92A-451-97	127	92A-452-30
8	92A-451-13	48	92A-451-56	88	92A-451-98	128	92A-452-31
9	92A-451-14	49	92A-451-57	89	92A-451-99	129	92A-452-32
10	92A-451-15	50	92A-451-58	90	92A-451-100	130	92A-452-33
11	92A-451-16	51	92A-451-59	91	92A-451-101	131	92A-452-34
12	92A-451-17	52	92A-451-60	92	92A-451-102	132	92A-452-35
13	92A-451-18	53	92A-451-61	93	92A-451-103	133	92A-452-36
14	92A-451-19	54	92A-451-62	94	92A-451-104	134	92A-452-37
15	92A-451-20	55	92A-451-63	95	92A-451-105	135	92A-452-38
16	92A-451-21	56	92A-451-64	96	92A-451-106	136	92A-452-39
17	92A-451-22	57	92A-451-65	97	92A-451-107	137	92A-452-40
18	92A-451-23	58	92A-451-66	98	92A-451-108	138	92A-452-41
19	92A-451-24	59	92A-451-67	99	92A-452-2	139	92A-452-43
20	92A-451-25	60	92A-451-68	100	92A-452-3	140	92A-452-44
21	92A-451-26	61	92A-451-70	101	92A-452-4	141	92A-452-45
22	92A-451-29	62	92A-451-71	102	92A-452-5	142	92A-452-46
23	92A-451-30	63	92A-451-72	103	92A-452-6	143	92A-452-47
24	92A-451-31	64	92A-451-73	104	92A-452-7	144	92A-452-48
25	92A-451-33	65	92A-451-74	105	92A-452-8		
26	92A-451-34	66	92A-451-75	106	92A-452-9		
27	92A-451-35	67	92A-451-76	107	92A-452-10		
28	92A-451-36	68	92A-451-77	108	92A-452-11		
29	92A-451-37	69	92A-451-78	109	92A-452-12		
30	92A-451-38	70	92A-451-80	110	92A-452-13		
31	92A-451-39	71	92A-451-81	111	92A-452-14		
32	92A-451-40	72	92A-451-82	112	92A-452-15		
33	92A-451-41	73	92A-451-83	113	92A-452-16		
34	92A-451-42	74	92A-451-84	114	92A-452-17		
35	92A-451-43	75	92A-451-85	115	92A-452-18		
36	92A-451-44	76	92A-451-86	116	92A-452-19		
37	92A-451-45	77	92A-451-87	117	92A-452-20		
38	92A-451-46	78	92A-451-88	118	92A-452-21		
39	92A-451-47	79	92A-451-89	119	92A-452-22		
40	92A-451-48	80	92A-451-90	120	92A-452-23		

ASSESSMENT DIAGRAM

LANDSCAPING AND LIGHTING DISTRICT NO. 13

THORNTON AVENUE AT WILLOW STREET

CITY OF NEWARK
DEVELOPMENT SERVICES

ANNUAL ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 15

The undersigned respectfully submits the enclosed report as directed by the City Council.

DATED: May 26, 2022

SOREN E. FAJEAU, City Engineer
Engineer of Work

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment Diagram thereto attached, was filed with me on the 26th day of May, 2022

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Newark, Alameda County, California, on the _____ day of _____, 2022

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

ANNUAL
ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 15
CITY OF NEWARK, ALAMEDA COUNTY
CALIFORNIA

SOREN E. FAJEAU, City Engineer, for Landscaping and Lighting District No. 15, City of Newark, Alameda County, California, makes this Annual Report, as directed by the City Council, pursuant to Section 22785 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this Report are briefly described as follows:

a. The maintenance of lighting within public right-of-way and landscaping and landscape irrigation system within easement areas adjacent to the public right-of-way on Robertson Avenue for Tract 5539.

This report consists of the following:

PART A - Plans and specifications for the improvement.

PART B - An estimate of the cost of improvement.

PART C - An assessment of the estimated cost of the improvements on each benefited parcel of land within the district.

PART D - Rules for spreading the assessment among the benefited parcels of land.

PART E - An assessment diagram showing each parcel of land within the assessment district.

Respectfully submitted,

SOREN E. FAJEAU

PART A

PLANS AND SPECIFICATIONS THOUGH BOUND SEPARATELY

ARE FILED AS PART OF THIS REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 15
2022-23 FISCAL YEAR
ROBERTSON AVENUE AT IRIS COURT

EXHIBIT B - ANNUAL BUDGET

CASH BALANCE CALCULATION

- Cash Balance	$36,550
- Unencumbered Anticipated Expenses this Fiscal Year	
Other Contractual Costs	$0
Extra Work (Contractor)	$0
Extra Work (City Forces)	$0
Tree Pruning	$0
Utility Costs - Water/Electricity	($100)
Administration Costs	$0
Ala. Cty. Collection Costs	$0
- Less Reserve Fund	($17,000)
Total Carryover/deficit:	$19,450

	2021-22 Budgeted	2021-22 Estimated	2022-23 Proposed
LANDSCAPE & IRRIGATION SYSTEM COSTS			
- Contractural Maintenance Costs	2,050	1,128	2,050
- Sweeping	300	200	400
- Utility Costs - Water/Electricity	600	360	800
- Irrigation Repairs	600	0	600
- Annual Tree Pruning	2,500	0	3,000
- Planting Replacement	15,000	0	15,500
- Bid Advertisement	0	0	0
Subtotal	$21,050	$1,688	$22,350
OTHER COSTS			
- Contingencies	0	0	0
- Assessment District Consultant Review	150	150	150
Subtotal	$150	$150	$150
Subtotal	$21,200	$1,838	$22,500
Carryover/deficit	($981)		$19,450
Subtotal	$22,181	$1,838	$3,050

Note: Following questions will insert appropriate costs into Incidental Expenses:

Contract to be bid (Y/N)?	N

INCIDENTAL EXPENSES

- Contract Administration (10%)		0
- Inspection (8%)		900
- PS&E for bids (8%)		0
- Assessment Engineering		1,000
	Subtotal	$1,900
	TOTAL ANNUAL COST	$4,950

COLLECTION CHARGES

- Alameda County Collection Charges		84
(Collection Percentage)	1.70%	
	TOTAL AMOUNT TO BE ASSESSED	**$5,034**
	TOTAL AMOUNT TO BE ASSESSED (ROUNDED)	**$5,000**

LANDSCAPING AND LIGHTING DISTRICT NO. 15
2022-23 FISCAL YEAR
ROBERTSON AVENUE AT IRIS COURT

EXHIBIT C - ASSESSMENT ROLL

L&L Parcel	Assessor's Parcel		Total w/o Collection Charge	Collection Charge	Total Assessment
1	92A-2376-31		171.09	2.91	174.00
2	92A-2376-32		171.09	2.91	174.00
3	92A-2376-33		171.09	2.91	174.00
4	92A-2376-34		171.09	2.91	174.00
5	92A-2376-35		171.09	2.91	174.00
6	92A-2376-36		171.09	2.91	174.00
7	92A-2376-37		171.09	2.91	174.00
8	92A-2376-38		171.09	2.91	174.00
9	92A-2376-39		171.09	2.91	174.00
10	92A-2376-40		171.09	2.91	174.00
11	92A-2376-41		171.09	2.91	174.00
12	92A-2376-42		171.09	2.91	174.00
13	92A-2376-43		171.09	2.91	174.00
14	92A-2376-44		171.09	2.91	174.00
15	92A-2376-45		171.09	2.91	174.00
16	92A-2376-46		171.09	2.91	174.00
17	92A-2376-47		171.09	2.91	174.00
18	92A-2376-48		171.09	2.91	174.00
19	92A-2376-49		171.09	2.91	174.00
20	92A-2376-50		171.09	2.91	174.00
21	92A-2376-51		171.09	2.91	174.00
22	92A-2376-52		171.09	2.91	174.00
23	92A-2376-53		171.09	2.91	174.00
24	92A-2376-54		171.09	2.91	174.00
25	92A-2376-55		171.09	2.91	174.00
26	92A-2376-56		171.09	2.91	174.00
27	92A-2376-57		171.09	2.91	174.00
28	92A-2376-58		171.09	2.91	174.00
29	92A-2376-59		171.09	2.91	174.00
	Totals	0.00%	$4,961.65	$84.35	$5,046.00

PART D

LANDSCAPING AND LIGHTING DISTRICT NO. 15

METHOD OF APPORTIONMENT OF ASSESSMENT

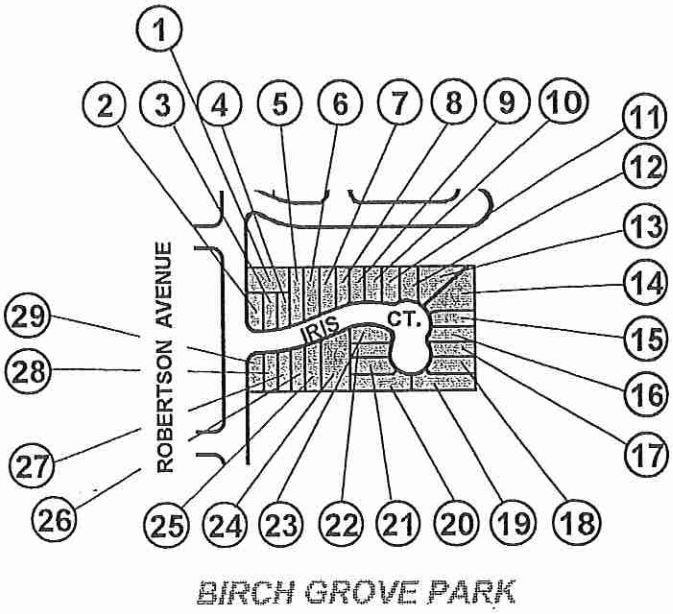
The total cost of the project, including incidental expenses, will be spread equally to each parcel in the district.

L&L Parcel	APN No.
1	92A-2376-31
2	92A-2376-32
3	92A-2376-33
4	92A-2376-34
5	92A-2376-35
6	92A-2376-36
7	92A-2376-37
8	92A-2376-38
9	92A-2376-39
10	92A-2376-40
11	92A-2376-41
12	92A-2376-42
13	92A-2376-43
14	92A-2376-44
15	92A-2376-45
16	92A-2376-46
17	92A-2376-47
18	92A-2376-48
19	92A-2376-49
20	92A-2376-50
21	92A-2376-51
22	92A-2376-52
23	92A-2376-53
24	92A-2376-54
25	92A-2376-55
26	92A-2376-56
27	92A-2376-57
28	92A-2376-58
29	92A-2376-59

KEY

L&L Parcel No. (1)

Refer to the Alameda County Assessor's Books for the actual dimensions of each lot



Description of Work
The maintenance of landscaping within easement areas and the public R/W along Robertson Avenue fronting this L&L district. All work is performed under contract.

ASSESSMENT DIAGRAM
LANDSCAPING AND LIGHTING DISTRICT NO. 15
IRIS COURT

CITY OF NEWARK
DEVELOPMENT SERVICES

Scale: 1"=500'
Page 1 of 1

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ANNUAL ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 16

The undersigned respectfully submits the enclosed report as directed by the City Council.

DATED: May 26, 2022

SOREN E. FAJEAU, City Engineer
Engineer of Work

By _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Diagram thereto attached, was filed with me on the 26th day of May, 2022.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Newark, Alameda County, California, on the _____ day of _____, 2022.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By _____

ANNUAL
ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 16
CITY OF NEWARK, ALAMEDA COUNTY
CALIFORNIA

SOREN E. FAJEAU, City Engineer, for Landscaping and Lighting District No. 16, City of Newark, Alameda County, California, makes this Report, as directed by the City Council, pursuant to Section 22785 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this Report are briefly described as follows:

a. 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, recreational facilities and the storm drainage pump station and filtration system for the mini-park common area shown on Parcel A.

Costs shall include all maintenance and operation costs, including normal upkeep, operating expenses, management expenses, replacement and replanting costs.

This report consists of the following:

PART A - Plans and specifications for the improvement.

PART B - An estimate of the cost of improvement.

PART C - An assessment of the estimated cost of the improvements on each benefitted parcel of land within the district.

PART D - Rules for spreading the assessment among the benefitted parcels of land.

PART E - An assessment listing of each parcel of land within the assessment district.

Respectfully submitted,

SOREN E. FAJEAU

PART A

PLANS AND SPECIFICATIONS THOUGH BOUND SEPARATELY

ARE FILED AS PART OF THIS REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 16
2022-23 FISCAL YEAR

PULTE HOMES - Jarvis Avenue at Kiote Drive

EXHIBIT B - ANNUAL BUDGET

CASH BALANCE CALCULATION

- Cash Balance	$62,535
- Unencumbered Anticipated Expenses this Fiscal Year	
Other Contractual Costs	$0
Extra Work (Contractor)	$0
Extra Work (City Forces)	$0
PG&E	$0
Water	($2,500)
Administration Costs	$0
Ala. Cty. Collection Costs	$0
- Tree Replacement Fund	($12,000)
- Less Reserve Fund	($20,000)
Total Carryover/deficit:	$28,035

	2021-22 Budgeted	2021-22 Estimated	2022-23 Proposed
LANDSCAPE & IRRIGATION SYSTEM COSTS			
- Contractural Maintenance Costs - Landscaping	3,150	3,024	3,500
- Contractural Maintenance Costs - Storm Drain System	800	0	800
- Communication			
- Annual Tree Pruning	8,000	0	8,000
- Irrigation Costs/Water/PG&E	12,500	10,800	12,500
- Irrigation Sprinkler Repairs	2,500	0	2,500
- Planting Replacement	14,500	0	14,780
- Bid Advertisement	0	0	0
Subtotal	$41,450	$13,824	$42,080
OTHER COSTS			
- Contingencies	0	0	0
- Assessment District Consultant Review	150	150	150
Subtotal	$150	$150	$150
Subtotal	$41,600	$13,974	$42,230
Carryover/deficit	$1,262	$0	$28,035
Subtotal	$40,338	$13,974	$14,195

Note: Following questions will insert appropriate costs into Incidental Expenses:

Contract to be bid (Y/N)?	N	
Special Conditions:		
Contract costs previously deducted (Y/N)?	N	
Rounded Administration Fee		4,223

INCIDENTAL EXPENSES

- Contract Administration (10%)	0
- Inspection (8%)	3,378
- PS&E for bids (8%)	0
- Assessment Engineering	2,000
Subtotal	$5,378
TOTAL ANNUAL COST	$19,573

COLLECTION CHARGES

- Alameda County Collection Charges		333
(Collection Percentage)	1.70%	
TOTAL AMOUNT TO BE ASSESSED		**$19,906**
TOTAL AMOUNT TO BE ASSESSED (ROUNDED)		**$19,900**

LANDSCAPING AND LIGHTING DISTRICT NO. 16
2022-23 FISCAL YEAR
PULTE HOMES - Jarvis Avenue at Kiote Drive

EXHIBIT C - ASSESSMENT ROLL

Assessment Amount per Parcel w/o Collection Charge -	$206.00
Collection Charge per Parcel -	$3.50
Total Assessment Amount per Parcel -	$209.50
Total Number of Parcels -	95
Total w/o Collection Charge	$19,569.81
Total Collection Charge -	$332.69
Total Assessment Amount -	$19,902.50

PART D

LANDSCAPING AND LIGHTING DISTRICT NO. 16

METHOD OF APPORTIONMENT OF ASSESSMENT

The total cost of the project, including incidental expenses, will be spread evenly to each property in the district.

LANDSCAPING AND LIGHTING DISTRICT NO. 16
City of Newark
Alameda County, California

PART E - ASSESSMENT LISTING

ASSESS NO.	APN NO.	ASSESS NO.	APN NO.	ASSESS NO.	APN NO.	ASSESS NO.	APN NO.
1	92A-2597-1	41	92A-2597-41	81	92A-2597-81		
2	92A-2597-2	42	92A-2597-42	82	92A-2597-82		
3	92A-2597-3	43	92A-2597-43	83	92A-2597-83		
4	92A-2597-4	44	92A-2597-44	84	92A-2597-84		
5	92A-2597-5	45	92A-2597-45	85	92A-2597-85		
6	92A-2597-6	46	92A-2597-46	86	92A-2597-86		
7	92A-2597-7	47	92A-2597-47	87	92A-2597-87		
8	92A-2597-8	48	92A-2597-48	88	92A-2597-88		
9	92A-2597-9	49	92A-2597-49	89	92A-2597-89		
10	92A-2597-10	50	92A-2597-50	90	92A-2597-90		
11	92A-2597-11	51	92A-2597-51	91	92A-2597-91		
12	92A-2597-12	52	92A-2597-52	92	92A-2597-92		
13	92A-2597-13	53	92A-2597-53	93	92A-2597-93		
14	92A-2597-14	54	92A-2597-54	94	92A-2597-94		
15	92A-2597-15	55	92A-2597-55	95	92A-2597-95		
16	92A-2597-16	56	92A-2597-56				
17	92A-2597-17	57	92A-2597-57				
18	92A-2597-18	58	92A-2597-58				
19	92A-2597-19	59	92A-2597-59				
20	92A-2597-20	60	92A-2597-60				
21	92A-2597-21	61	92A-2597-61				
22	92A-2597-22	62	92A-2597-62				
23	92A-2597-23	63	92A-2597-63				
24	92A-2597-24	64	92A-2597-64				
25	92A-2597-25	65	92A-2597-65				
26	92A-2597-26	66	92A-2597-66				
27	92A-2597-27	67	92A-2597-67				
28	92A-2597-28	68	92A-2597-68				
29	92A-2597-29	69	92A-2597-69				
30	92A-2597-30	70	92A-2597-70				
31	92A-2597-31	71	92A-2597-71				
32	92A-2597-32	72	92A-2597-72				
33	92A-2597-33	73	92A-2597-73				
34	92A-2597-34	74	92A-2597-74				
35	92A-2597-35	75	92A-2597-75				
36	92A-2597-36	76	92A-2597-76				
37	92A-2597-37	77	92A-2597-77				
38	92A-2597-38	78	92A-2597-78				
39	92A-2597-39	79	92A-2597-79				
40	92A-2597-40	80	92A-2597-80				

ANNUAL ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 17

The undersigned respectfully submits the enclosed report as directed by the City Council.

DATED: May 26, 2022

SOREN E. FAJEAU, City Engineer
Engineer of Work

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment Diagram thereto attached, was filed with me on the 26th day of May, 2022.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Newark, Alameda County, California, on the ____ day of _____, 2022.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

ANNUAL
ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 17
CITY OF NEWARK, ALAMEDA COUNTY
CALIFORNIA

SOREN E. FAJEAU, City Engineer, for Landscaping and Lighting District No. 17, City of Newark, Alameda County, California, makes this Annual Report, as directed by the City Council, pursuant to Section 22785 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this Report are briefly described as follows:

a. 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.

This report consists of the following:

PART A - Plans and specifications for the improvement.

PART B - An estimate of the cost of improvement.

PART C - An assessment of the estimated cost of the improvements on each benefited parcel of land within the district.

PART D - Rules for spreading the assessment among the benefited parcels of land.

PART E - An assessment diagram showing each parcel of land within the assessment district.

Respectfully submitted,

SOREN E. FAJEAU

PART A

PLANS AND SPECIFICATIONS THOUGH BOUND SEPARATELY

ARE FILED AS PART OF THIS REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 17
2022-23 FISCAL YEAR
TRACT 7004 - NEWARK BLVD. AND MAYHEWS LANDING RD.

EXHIBIT B - ANNUAL BUDGET

CASH BALANCE CALCULATION

- Cash Balance	$11,456
- Unencumbered Anticipated Expenses this Fiscal Year	
Other Contractual Costs	$0
Extra Work (Contractor)	$0
Extra Work (City Forces)	$0
Tree Pruning	$0
Utility Costs - Water/Electricity	($400)
Administration Costs	$0
Ala. Cty. Collection Costs	$0
- Less Reserve Fund	($5,000)
Total Carryover/deficit:	$6,056

	2021-22 Budgeted	2021-22 Estimated	2022-23 Proposed
LANDSCAPE & IRRIGATION SYSTEM COSTS			
- Contractural Maintenance Costs	4,200	1,632	4,000
- Sweeping	300	200	300
- Utility Costs - Water/Electricity	3,200	2,210	3,200
- Irrigation Repairs	500	0	500
- Annual Tree Pruning	500	0	500
- Planting Replacement	2,820	0	1,680
- Bid Advertisement	0	0	0
Subtotal	$11,520	$4,042	$10,180
OTHER COSTS			
- Contingencies	0	0	0
- Assessment District Consultant Review	150	150	150
Subtotal	$150	$150	$150
Subtotal	$11,670	$4,192	$10,330
Carryover/deficit			$6,056
Subtotal			$4,274

Note: Following questions will insert appropriate costs into Incidental Expenses:

Contract to be bid (Y/N)? N

INCIDENTAL EXPENSES

- Contract Administration (10%)		0
- Inspection (8%)		826
- PS&E for bids (8%)		0
- Assessment Engineering		1,000
	Subtotal	$1,826
	TOTAL ANNUAL COST	$6,100

COLLECTION CHARGES

- Alameda County Collection Charges		104
(Collection Percentage)	1.70%	
	TOTAL AMOUNT TO BE ASSESSED	**$6,204**
	TOTAL AMOUNT TO BE ASSESSED (ROUNDED)	**$6,200**

LANDSCAPING AND LIGHTING DISTRICT NO. 17
2022-23 FISCAL YEAR
TRACT 7004 - NEWARK BLVD. AND MAYHEWS LANDING RD.

EXHIBIT C - ASSESSMENT ROLL

L&L Parcel	Assessor's Parcel		Total w/o Collection Charge	Collection Charge	Total Assessment
1	92A-623-89		184.86	3.14	188.00
2	92A-623-90		184.86	3.14	188.00
3	92A-623-91		184.86	3.14	188.00
4	92A-623-92		184.86	3.14	188.00
5	92A-623-93		184.86	3.14	188.00
6	92A-623-94		184.86	3.14	188.00
7	92A-623-95		184.86	3.14	188.00
8	92A-623-96		184.86	3.14	188.00
9	92A-623-97		184.86	3.14	188.00
10	92A-623-98		184.86	3.14	188.00
11	92A-623-99		184.86	3.14	188.00
12	92A-623-100		184.86	3.14	188.00
13	92A-623-101		184.86	3.14	188.00
14	92A-623-102		184.86	3.14	188.00
15	92A-623-103		184.86	3.14	188.00
16	92A-623-104		184.86	3.14	188.00
17	92A-623-105		184.86	3.14	188.00
18	92A-623-106		184.86	3.14	188.00
19	92A-623-107		184.86	3.14	188.00
20	92A-623-108		184.86	3.14	188.00
21	92A-623-109		184.86	3.14	188.00
22	92A-623-110		184.86	3.14	188.00
23	92A-623-111		184.86	3.14	188.00
24	92A-623-112		184.86	3.14	188.00
25	92A-623-113		184.86	3.14	188.00
26	92A-623-114		184.86	3.14	188.00
27	92A-623-115		184.86	3.14	188.00
28	92A-623-116		184.86	3.14	188.00
29	92A-623-117		184.86	3.14	188.00
30	92A-623-118		184.86	3.14	188.00
31	92A-623-119		184.86	3.14	188.00
32	92A-623-120		184.86	3.14	188.00
33	92A-623-121		184.86	3.14	188.00
	Totals	0.00%	$6,100.29	$103.71	$6,204.00

PART D

LANDSCAPING AND LIGHTING DISTRICT NO. 17

METHOD OF APPORTIONMENT OF ASSESSMENT

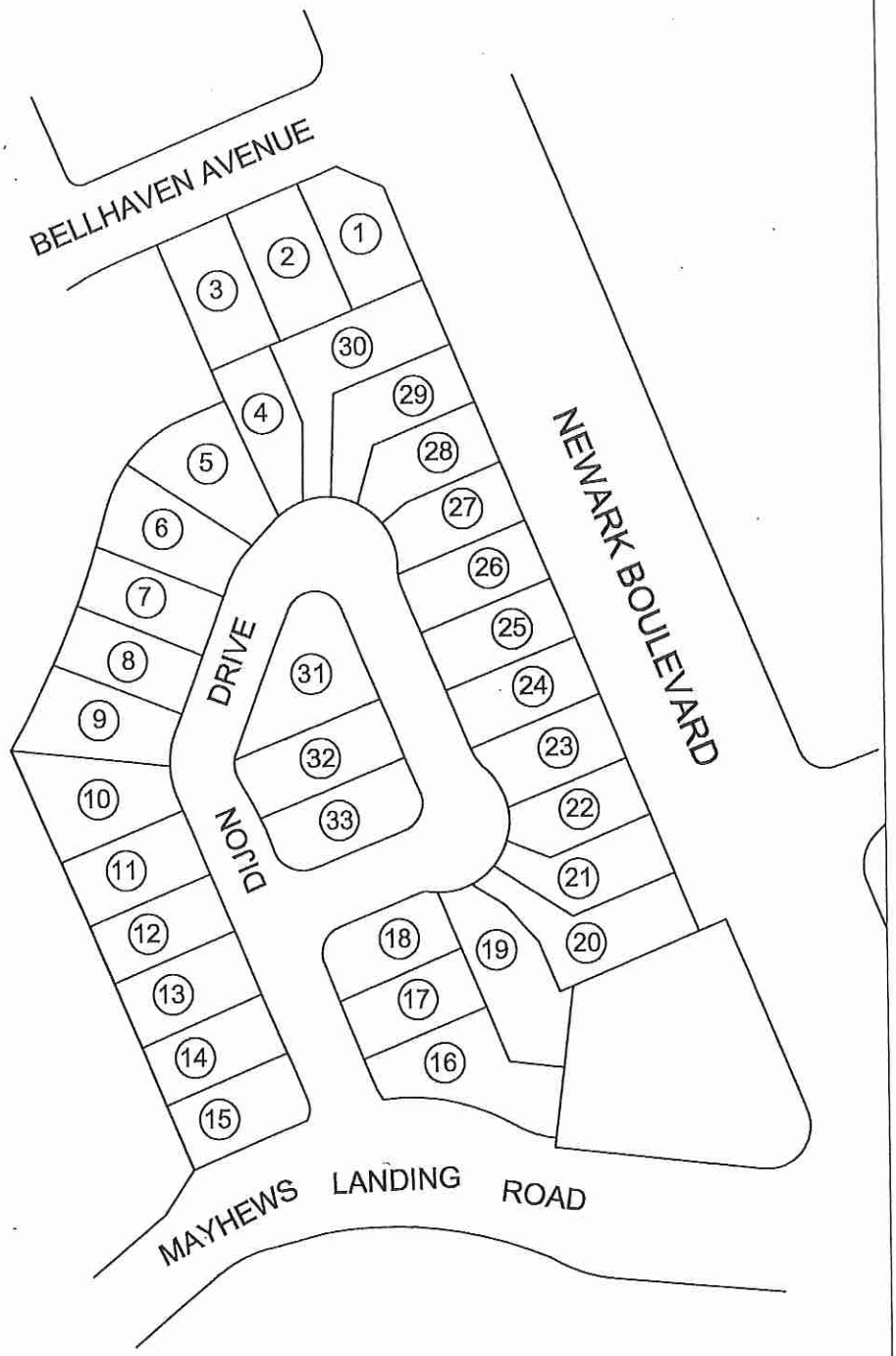
The total cost of the project, including incidental expenses, will be spread evenly to each property in the district.

KEY

L&L Parcel No. (1)

Refer to the Alameda County Assessor's Books for the actual dimensions of each lot

L&L Parcel	Assessor's Parcel
1	92A-623-089
2	92A-623-090
3	92A-623-091
4	92A-623-092
5	92A-623-093
6	92A-623-094
7	92A-623-095
8	92A-623-096
9	92A-623-097
10	92A-623-098
11	92A-623-099
12	92A-623-100
13	92A-623-101
14	92A-623-102
15	92A-623-103
16	92A-623-104
17	92A-623-105
18	92A-623-106
19	92A-623-107
20	92A-623-108
21	92A-623-109
22	92A-623-110
23	92A-623-111
24	92A-623-112
25	92A-623-113
26	92A-623-114
27	92A-623-115
28	92A-623-116
29	92A-623-117
30	92A-623-118
31	92A-623-119
32	92A-623-120
33	92A-623-121



Description of Work
The maintenance of landscaping and the landscape irrigation system within the public right-of-way along the street frontages of Newark Boulevard and Mayhews Landing Road.

ASSESSMENT DIAGRAM
LANDSCAPING AND LIGHTING DISTRICT NO. 17
MER SOLIEL/TRACT 7004

CITY OF NEWARK
ENGINEERING DIVISION

Scale: 1"= 150'
Page 1 of 1

ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 18

The undersigned respectfully submits the enclosed report as directed by the City Council.

DATED: May 26, 2022

SOREN E. FAJEAU, City Engineer
Engineer of Work

By _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Diagram thereto attached, was filed with me on the 26th day of May, 2022.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Newark, Alameda County, California, on the _____ day of _____, 2022.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By _____

ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 18
CITY OF NEWARK, ALAMEDA COUNTY
CALIFORNIA

SOREN E. FAJEAU, City Engineer, for Landscaping and Lighting District No. 18, City of Newark, Alameda County, California, makes this Report, as directed by the City Council, pursuant to Section 22585 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this Report are briefly described as follows:

a. The maintenance of landscaping and the landscape irrigation system within the Cedar Boulevard street medians along the frontage of Tract 8130.

Costs shall include all maintenance and operation costs, including normal upkeep, operating expenses, management expenses, replacement and replanting costs.

This report consists of the following:

PART A - Plans and specifications for the improvement.

PART B - An estimate of the cost of improvement.

PART C - An assessment of the estimated cost of the improvements on each benefitted parcels of land within the district.

PART D - Rules for spreading the assessment among the benefitted parcels of land.

PART E - An assessment diagram showing each parcel of land within the assessment district.

Respectfully submitted,

SOREN E. FAJEAU

PART A

PLANS AND SPECIFICATIONS THOUGH BOUND SEPARATELY

ARE FILED AS PART OF THIS REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 18
2022-23 FISCAL YEAR
TRACT 8130 - CEDAR BOULEVARD MEDIANS

EXHIBIT B - ANNUAL BUDGET

CASH BALANCE CALCULATION

- Cash Balance	$48,540
- Unencumbered Anticipated Expenses this Fiscal Year	
Other Contractual Costs	$0
Extra Work (Contractor)	$0
Extra Work (City Forces)	$0
Tree Pruning	$0
Utility Costs - Water/Electricity	($500)
Administration Costs	$0
Ala. Cty. Collection Costs	$0
- Less Reserve Fund	($38,000)
Total Carryover/deficit:	$10,040

	2021-22 Budgeted	2021-22 Estimated	2022-23 Proposed
LANDSCAPE & IRRIGATION SYSTEM COSTS			
- Contractural Maintenance Costs	8,000	3,810	8,000
- Sweeping	300	200	300
- Utility Costs - Water/Electricity	4,700	2,500	4,700
- Irrigation Repairs	500	0	500
- Annual Tree Pruning	500	0	500
- Planting Replacement	4,829	0	3,253
- Bid Advertisement	0	0	0
Subtotal	$18,829	$6,510	$17,253
OTHER COSTS			
- Contingencies	0	0	0
- Assessment District Consultant Review			150
Subtotal	$0	$0	$150
Subtotal	$18,829	$6,510	$17,403
Carryover/deficit			$10,040
Subtotal			$7,363

Note: Following questions will insert appropriate costs into Incidental Expenses:

Contract to be bid (Y/N)? N

INCIDENTAL EXPENSES

- Contract Administration (10%)		0
- Inspection (8%)		1,392
- PS&E for bids (8%)		0
- Assessment Engineering		2,000
	Subtotal	$3,392
	TOTAL ANNUAL COST	$10,755

COLLECTION CHARGES

- Alameda County Collection Charges		183
(Collection Percentage)	1.70%	
	TOTAL AMOUNT TO BE ASSESSED	**$10,938**
	TOTAL AMOUNT TO BE ASSESSED (ROUNDED)	**$10,900**

LANDSCAPING AND LIGHTING DISTRICT NO. 18
2022-23 FISCAL YEAR
TRACT 8130 - CEDAR BOULEVARD MEDIANS

EXHIBIT C - ASSESSMENT ROLL

L&L Parcel	Assessor's Parcel	No. of Units	Total w/o Collection Charge	Collection Charge	Total Assessment
1	092A-2598-016	12	786.96	13.38	800.34
2	092A-2598-017	10	655.80	11.15	666.95
3	092A-2598-018	10	655.80	11.15	666.95
4	092A-2598-019	12	786.96	13.38	800.34
5	092A-2598-020	10	655.80	11.15	666.95
6	092A-2598-021	14	918.12	15.61	933.73
7	092A-2598-022	7	459.06	7.80	466.87
8	092A-2598-023	5	327.90	5.57	333.48
9	092A-2599-018	1	65.58	1.11	66.70
10	092A-2599-019	1	65.58	1.11	66.70
11	092A-2599-020	1	65.58	1.11	66.70
12	092A-2599-021	1	65.58	1.11	66.70
13	092A-2599-022	1	65.58	1.11	66.70
14	092A-2599-023	1	65.58	1.11	66.70
15	092A-2599-024	1	65.58	1.11	66.70
16	092A-2599-025	1	65.58	1.11	66.70
17	092A-2599-026	1	65.58	1.11	66.70
18	092A-2599-027	1	65.58	1.11	66.70
19	092A-2599-028	1	65.58	1.11	66.70
20	092A-2599-029	1	65.58	1.11	66.70
21	092A-2599-030	1	65.58	1.11	66.70
22	092A-2599-031	1	65.58	1.11	66.70
23	092A-2599-032	1	65.58	1.11	66.70
24	092A-2599-033	1	65.58	1.11	66.70
25	092A-2599-034	1	65.58	1.11	66.70
26	092A-2599-035	1	65.58	1.11	66.70
27	092A-2599-036	1	65.58	1.11	66.70
28	092A-2599-037	1	65.58	1.11	66.70
29	092A-2599-038	1	65.58	1.11	66.70
30	092A-2599-039	1	65.58	1.11	66.70
31	092A-2599-040	1	65.58	1.11	66.70
32	092A-2599-041	1	65.58	1.11	66.70
33	092A-2599-042	1	65.58	1.11	66.70
34	092A-2599-043	1	65.58	1.11	66.70
35	092A-2599-044	1	65.58	1.11	66.70
36	092A-2599-045	1	65.58	1.11	66.70
37	092A-2599-046	1	65.58	1.11	66.70
38	092A-2599-047	1	65.58	1.11	66.70
39	092A-2599-048	1	65.58	1.11	66.70
40	092A-2599-049	1	65.58	1.11	66.70
41	092A-2599-050	1	65.58	1.11	66.70
42	092A-2599-051	1	65.58	1.11	66.70
43	092A-2599-052	1	65.58	1.11	66.70

EXHIBIT C - ASSESSMENT ROLL

L&L Parcel	Assessor's Parcel	No. of Units	Total w/o Collection Charge	Collection Charge	Total Assessment
44	092A-2599-053	1	65.58	1.11	66.70
45	092A-2599-054	1	65.58	1.11	66.70
46	092A-2599-055	1	65.58	1.11	66.70
47	092A-2599-056	1	65.58	1.11	66.70
48	092A-2599-057	1	65.58	1.11	66.70
49	092A-2599-058	1	65.58	1.11	66.70
50	092A-2599-059	1	65.58	1.11	66.70
51	092A-2599-060	1	65.58	1.11	66.70
52	092A-2599-061	1	65.58	1.11	66.70
53	092A-2599-062	1	65.58	1.11	66.70
54	092A-2599-063	1	65.58	1.11	66.70
55	092A-2599-064	1	65.58	1.11	66.70
56	092A-2599-065	1	65.58	1.11	66.70
57	092A-2599-066	1	65.58	1.11	66.70
58	092A-2599-067	1	65.58	1.11	66.70
59	092A-2599-068	1	65.58	1.11	66.70
60	092A-2599-069	1	65.58	1.11	66.70
61	092A-2599-070	1	65.58	1.11	66.70
62	092A-2599-071	1	65.58	1.11	66.70
63	092A-2599-072	1	65.58	1.11	66.70
64	092A-2599-073	1	65.58	1.11	66.70
65	092A-2599-074	1	65.58	1.11	66.70
66	092A-2599-075	1	65.58	1.11	66.70
67	092A-2599-076	1	65.58	1.11	66.70
68	092A-2599-077	1	65.58	1.11	66.70
69	092A-2599-078	1	65.58	1.11	66.70
70	092A-2599-079	1	65.58	1.11	66.70
71	092A-2599-080	1	65.58	1.11	66.70
72	092A-2599-081	1	65.58	1.11	66.70
73	092A-2599-082	1	65.58	1.11	66.70
74	092A-2599-083	1	65.58	1.11	66.70
75	092A-2599-084	1	65.58	1.11	66.70
76	092A-2599-085	1	65.58	1.11	66.70
77	092A-2599-086	1	65.58	1.11	66.70
78	092A-2599-087	1	65.58	1.11	66.70
79	092A-2599-088	1	65.58	1.11	66.70
80	092A-2599-089	1	65.58	1.11	66.70
81	092A-2599-090	1	65.58	1.11	66.70
82	092A-2599-091	1	65.58	1.11	66.70
83	092A-2599-092	1	65.58	1.11	66.70
84	092A-2599-093	1	65.58	1.11	66.70
85	092A-2599-094	1	65.58	1.11	66.70
86	092A-2599-095	1	65.58	1.11	66.70
87	092A-2599-096	1	65.58	1.11	66.70
88	092A-2599-097	1	65.58	1.11	66.70
89	092A-2599-098	1	65.58	1.11	66.70
90	092A-2599-099	1	65.58	1.11	66.70
91	092A-2599-100	1	65.58	1.11	66.70
92	092A-2599-101	1	65.58	1.11	66.70
	Totals		**10,755.16**	**182.84**	**10,938.00**

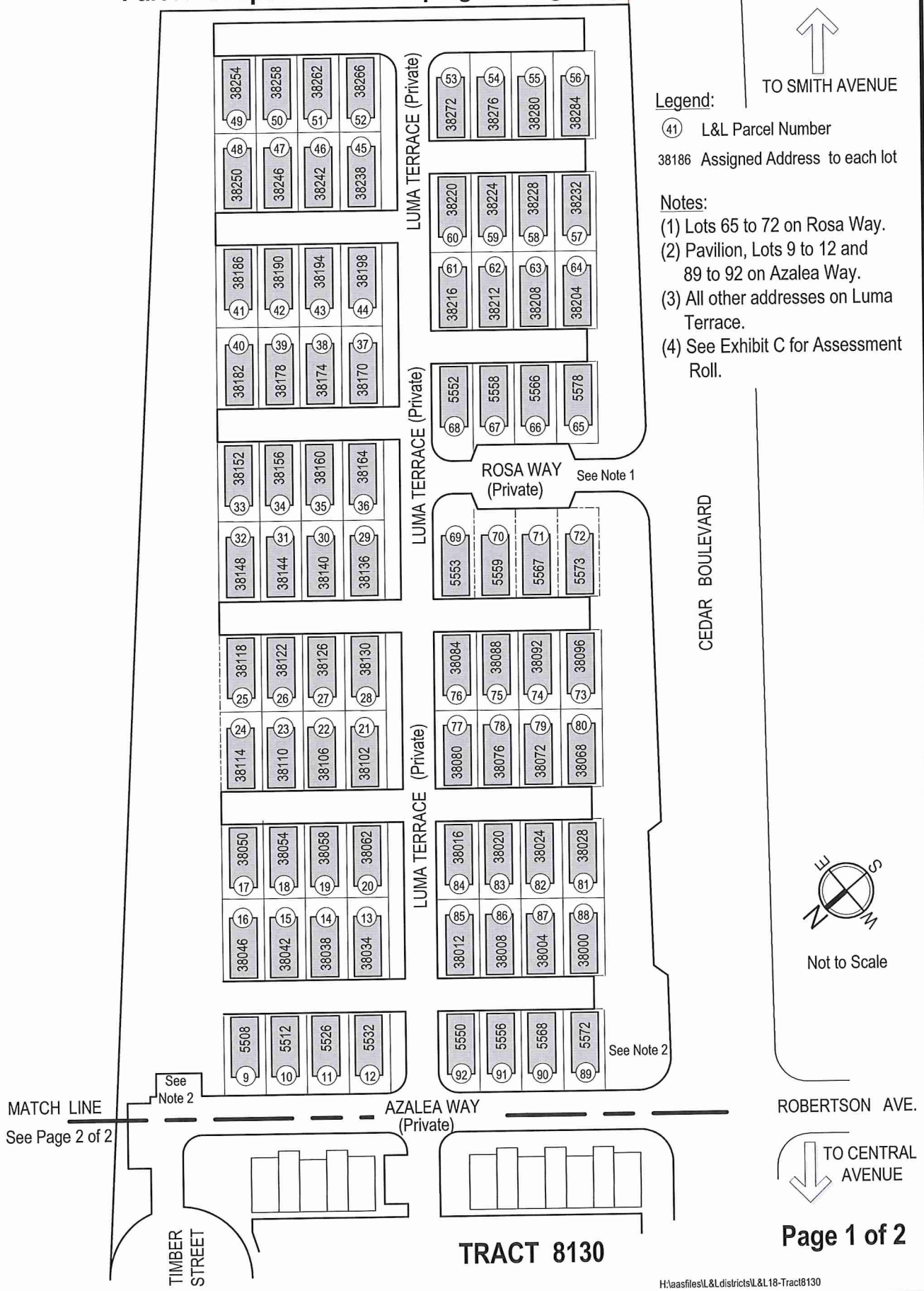
PART D

LANDSCAPING AND LIGHTING DISTRICT NO. 18

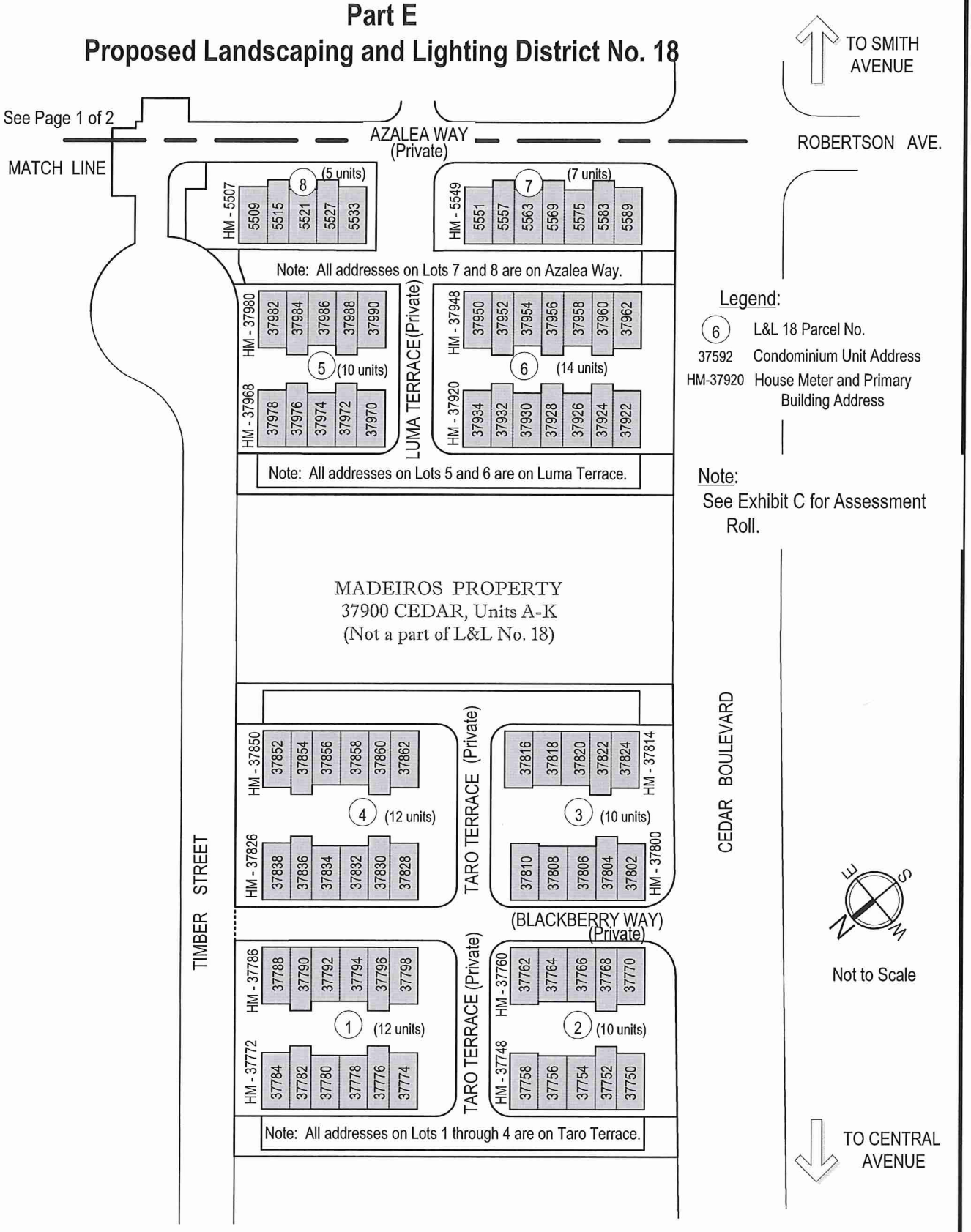
METHOD OF APPORTIONMENT OF ASSESSMENT

The total cost of the project, including incidental expenses, will be spread evenly over each of the benefitted parcels of land based on the relative number of dwelling units per parcel to the total number of dwelling units (164) in the development.

Part E - Proposed Landscaping and Lighting District No. 18



Part E
Proposed Landscaping and Lighting District No. 18



Landscaping and Lighting District No. 18 – Tract 8130

H:\aasfiles\L&Ldistricts\L&L18-Tract8130

ANNUAL ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 19

The undersigned respectfully submits the enclosed report as directed by the City Council.

DATED: May 26, 2022

SOREN E. FAJEAU, City Engineer
Engineer of Work

By _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Diagram thereto attached, was filed with me on the 26th day of May, 2022.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Newark, Alameda County, California, on the _____ day of _____, 2022.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By _____

ANNUAL
ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 19
CITY OF NEWARK, ALAMEDA COUNTY
CALIFORNIA

SOREN E. FAJEAU, City Engineer, for Landscaping and Lighting District No. 19, City of Newark, Alameda County, California, makes this Report, as directed by the City Council, pursuant to Section 22565 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this Report are fully described in the following Engineer's Reports incorporated herein by reference and available in the Office of the Engineer:

1. Engineer's Report for Landscaping and Lighting District No. 19 (Zone 1), Tract 8085 (Bayshores), approved by the City Council of the City of Newark pursuant to Resolution No. 10,568.
2. Engineer's Report for Landscaping and Lighting District No. 19 (Zone 2), Tract 8157 (Lighthouse), Annexation No.1, approved by the City Council of the City of Newark pursuant to Resolution No. 10,692.
3. Engineer's Report for Landscaping and Lighting District No. 19 (Zone 3), Senior Housing Project (Tract 8157), Annexation No. 2, approved by the City Council of the City of Newark pursuant to Resolution No. 10,694.
4. Engineer's Report for Landscaping and Lighting District No. 19 (Zone 4), Tract 8098 (Glass Bay), Annexation No. 3, approved by the City Council of the City of Newark pursuant to Resolution No. 10,714.
5. Engineer's Report for Landscaping and Lighting District No. 19 (Zone 5), Tract 8099 and Tract 8436 (Bridgeway Development), Annexation No. 4, approved by the City Council of the City of Newark pursuant to Resolution No. 10,920.

Costs shall include all maintenance and operation costs, including normal upkeep, operating expenses, management expenses, replacement and replanting costs.

This report consists of the following:

PART A - Plans and specifications for the improvement.
PART B - An estimate of the cost of improvement.
PART C - An assessment of the estimated cost of the improvements on each benefitted parcels of land within the district.
PART D - Rules for spreading the assessment among the benefitted parcels of land.
PART E - An assessment diagram showing each parcel of land within the assessment district.

Respectfully submitted,

SOREN E. FAJEAU

PART A

PLANS AND SPECIFICATIONS THOUGH BOUND SEPARATELY

ARE FILED AS PART OF THIS REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 19
2022-23 FISCAL YEAR

Tract 8085 (Zone 1), Tract 8157 (Zone 2), Senior Housing (Zone 3), Tract 8098 (Zone 4), Tracts 8099 and 8436 (Zone 5)

EXHIBIT B - ANNUAL BUDGET

See attached assessment rolls as follows:

1. Tract 8085 (Bayshores), Zone 1
2. Tract 8157 (Lighthouse), Zone 2, Annexation No. 1
3. Senior Housing Project (Tract 8157), Zone 3, Annexation No.2
4. Tract 8098 (Glass Bay), Zone 4, Annexation No. 3
5. Tract 8099 and 8436 (Bridgeway Development), Zone 5, Annexation No. 4

TOTAL AMOUNT TO BE ASSESSED	**$108,652**
TOTAL AMOUNT TO BE ASSESSED (ROUNDED)	**$108,700**

Landscape and Lighting District No. 19
Tract 8085 (Bayshores), Zone 1

Exhibit B: FY 2022-23 Cost Estimate Summary

Item	Cost/Yr
Landscape Maintenance	
Landscape Maintenance	$20,362.50
Street Lighting Maintenance	$4,871.50
Total Maintenance Cost	**$25,234.00**
Administrative Cost	**$11,760.10**
Reserves	
Operating Reserve (10% of Total Maintenance Cost)	$2,523.40
Annual Capital Replacement Reserve	$11,766.56
Total Reserves	**$14,289.96**
Total Maintenance, Administrative and Reserve Costs	**$51,284.06**
Less: Beginning Balance	$0.00
Less: Required Contribution from General Fund	($9,731.72)
Total Assessment Amount - District No. 19	**$41,552.34**

City of Newark
Landscape and Lighting District No. 19
Tract 8157 (Lighthouse), Zone 2, Annexation No. 1

Exhibit B: FY 2022-23 Cost Estimate Summary

Item	Cost/Yr
Maintenance	
Landscape Maintenance	$1,488.33
Street Lighting Maintenance	779.44
Total Maintenance Cost	**$2,267.77**
Administrative Cost	**$2,201.81**
Reserves	
Operating Reserve (10% of Total Maintenance Cost)	$226.78
Annual Capital Replacement Reserve	1,725.59
Total Reserves	**$1,952.37**
Total Maintenance, Administrative and Reserve Costs	**$6,421.95**
Less: Beginning Balance	0.00
Less: Required Contribution from Other Zones or General Fund	(2,498.27)
Total Assessment Amount for Zone 2 - Lighthouse	**$3,923.68**

City of Newark

Landscape and Lighting District No. 19

Newark Senior Housing (Tract 8157), Zone 3, Annexation No .2

Exhibit B: FY 2022-23 Cost Estimate Summary

Item	Cost/Yr
Maintenance	
Landscape Maintenance	$892.01
Street Lighting Maintenance	389.72
Total Maintenance Cost	**$1,281.73**
Administrative Cost	**$1,905.31**
Reserves	
Operating Reserve (10% of Total Maintenance Cost)	$128.17
Annual Capital Replacement Reserve	873.78
Total Reserves	**$1,001.95**
Total Maintenance, Administrative and Reserve Costs	**$4,188.99**
Less: Beginning Balance	0.00
Less: Required Contribution from Other Zones or General Fund	(1,468.74)
Total Assessment Amount for Zone 3 - Newark Senior Housing	**$2,720.25**

City of Newark
Landscape and Lighting District No. 19
Tract 8098 (Glass Bay), Zone 4, Annexation No. 3

Exhibit B: Fiscal Year 2022-23 Cost Estimate Summary

Item	Cost/Year
Landscape Maintenance	
Landscape Maintenance	$9,978.65
Street Lighting Maintenance	3,215.19
Total Maintenance Cost	**$13,193.84**
Administrative Cost	**$5,530.81**
Reserves	
Operating Reserve (10% of Total Maintenance Cost)	$1,319.38
Annual Capital Replacement Reserve	7,476.78
Total Reserves	**$8,796.16**
Total Maintenance, Administrative and Reserve Costs	**$27,520.81**
Less: Beginning Balance	0.00
Less: Required Contribution from General Fund	(7,743.43)
Total Assessment Amount - Annexation No. 3	**$19,777.38**

City of Newark
Landscape and Lighting District No. 19
Annexation No. 4, Zone 5 - Bridgeway

Exhibit B: FY 2022-23 Cost Estimate Summary

Item	Cost/Year
Landscape Maintenance	
Landscape Maintenance	$23,882.96
Street Lighting Maintenance	$3,933.15
Total Maintenance Cost	**$27,816.11**
Administrative Cost	**$9,971.79**
Reserves	
Operating Reserve (10% of Total Maintenance Cost)	$2,781.61
Annual Capital Replacement Reserve	$10,122.11
Total Reserves	**$12,903.72**
Total Maintenance, Administrative and Reserve Costs	**$50,691.62**
Less: Beginning Balance	$0.00
Less: Required Contribution from General Fund	-$10,011.61
Total Assessment Amount - Annexation No. 4	**$40,680.00**

LANDSCAPING AND LIGHTING DISTRICT NO. 19
2022-23 FISCAL YEAR

Tract 8085 (Zone 1), Tract 8157 (Zone 2), Senior Housing (Zone 3), Tract 8098 (Zone 4), Tracts 8099 and 8436 (Zone 5)

EXHIBIT C - ASSESSMENT ROLL

See attached assessment rolls as follows:

1. Tract 8085 (Bayshores), Zone 1

2. Tract 8157 (Lighthouse), Zone 2, Annexation No. 1

3. Senior Housing Project (Tract 8157), Zone 3, Annexation No.2

4. Tract 8098 (Glass Bay), Zone 4, Annexation No. 3

5. Tract 8099 and 8436 (Bridgeway Development), Zone 5, Annexation No. 4

City of Newark
Landscape and Lighting District No. 19, Zone 1, Tract 8085 (Bayshores)
Exhibit C: FY 2022-23 Assessment Roll

LOCATION	APN	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2022-23 MAXIMUM ASSESSMENT	2022-23 APPLIED ASSESSMENT
Phase 1 - Village 1 - Lot #1	092-0257-173	CONDO	9.00	0.75	6.75	$87.34	$589.55	$589.54
Phase 1- Village 1 - Lot #2	092-0257-116	CONDO	9.00	0.75	6.75	$87.34	$589.55	$589.54
Phase 1- Village 1 - Lot #3	092-0257-076	CONDO	9.00	0.75	6.75	$87.34	$589.55	$589.54
Phase 1- Village 1 - Lot #4	092-0257-054	CONDO	9.00	0.75	6.75	$87.34	$589.55	$589.54
Phase 1- Village 1 - Lot #5	092-0257-126	CONDO	9.00	0.75	6.75	$87.34	$589.55	$589.54
Phase 1- Village 1 - Lot #6	092-0257-183	CONDO	9.00	0.75	6.75	$87.34	$589.55	$589.54
Phase 1- Village 1 - Lot #7	092-0257-153	CONDO	9.00	0.75	6.75	$87.34	$589.55	$589.54
Phase 1- Village 1 - Lot #8	092-0257-193	CONDO	9.00	0.75	6.75	$87.34	$589.55	$589.54
Phase 1- Village 1 - Lot #9	092-0257-020	CONDO	9.00	0.75	6.75	$87.34	$589.55	$589.54
Phase 1- Village 1 - Lot #10	092-0257-021	CONDO	9.00	0.75	6.75	$87.34	$589.55	$589.54
Phase 1- Village 1 - Lot #11	092-0257-203	CONDO	9.00	0.75	6.75	$87.34	$589.55	$589.54
Phase 1- Village 1 - Lot #12	092-0257-163	CONDO	9.00	0.75	6.75	$87.34	$589.55	$589.54
Phase 1- Village 1 - Lot #13	092-0257-024	TWNHM	5.00	0.75	3.75	$87.34	$327.53	$327.52
Phase 1- Village 1 - Lot #14	092-0257-212	TWNHM	8.00	0.75	6.00	$87.34	$524.04	$524.04
Phase 1- Village 1 - Lot #15	092-0257-085	TWNHM	8.00	0.75	6.00	$87.34	$524.04	$524.04
Phase 1- Village 1 - Lot #16	092-0257-094	TWNHM	8.00	0.75	6.00	$87.34	$524.04	$524.04
Phase 1- Village 1 - Lot #17	092-0257-135	TWNHM	8.00	0.75	6.00	$87.34	$524.04	$524.04
Phase 1- Village 1 - Lot #18	092-0257-143	TWNHM	7.00	0.75	5.25	$87.34	$458.54	$458.54
Phase 1- Village 1 - Lot #19	092-0257-106	TWNHM	11.00	0.75	8.25	$87.34	$720.56	$720.56
Phase 1- Village 1 - Lot #20	092-0257-044	TWNHM	11.00	0.75	8.25	$87.34	$720.56	$720.56
Phase 1- Village 1 - Lot #21	092-0257-032	TWNHM	5.00	0.75	3.75	$87.34	$327.53	$327.52
Phase 1- Village 3 - Lot #22	092-0258-012	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #23	092-0258-013	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #24	092-0258-014	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #25	092-0258-015	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #26	092-0258-016	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #27	092-0258-017	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #28	092-0258-018	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #29	092-0258-019	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34

City of Newark
Landscape and Lighting District No. 19, Zone 1, Tract 8085 (Bayshores)
Exhibit C: FY 2022-23 Assessment Roll

LOCATION	APN	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2022-23 MAXIMUM ASSESSMENT	2022-23 APPLIED ASSESSMENT
Phase 1- Village 3 - Lot #30	092-0258-020	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #31	092-0258-021	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #32	092-0258-022	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #33	092-0258-023	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #34	092-0258-024	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #35	092-0258-025	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #36	092-0258-026	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #37	092-0258-027	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #38	092-0258-028	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #39	092-0258-029	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #40	092-0258-030	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #41	092-0258-031	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #42	092-0258-032	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #43	092-0258-033	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #44	092-0258-034	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #45	092-0258-035	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #46	092-0258-036	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #47	092-0258-037	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #48	092-0258-038	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #49	092-0258-039	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #50	092-0258-040	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #51	092-0258-041	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #52	092-0258-042	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #53	092-0258-043	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #54	092-0258-044	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #55	092-0258-045	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #56	092-0258-046	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #57	092-0258-047	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #58	092-0258-048	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34

City of Newark
Landscape and Lighting District No. 19, Zone 1, Tract 8085 (Bayshores)
Exhibit C: FY 2022-23 Assessment Roll

LOCATION	APN	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2022-23 MAXIMUM ASSESSMENT	2022-23 APPLIED ASSESSMENT
Phase 1- Village 3 - Lot #59	092-0258-049	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #60	092-0258-050	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #61	092-0258-051	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #62	092-0258-052	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #63	092-0258-053	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #64	092-0258-054	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #65	092-0258-055	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #66	092-0258-056	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #67	092-0258-057	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #68	092-0258-058	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #69	092-0258-059	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #70	092-0258-060	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #71	092-0258-061	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #72	092-0258-062	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #73	092-0258-063	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #74	092-0258-064	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #75	092-0258-065	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #76	092-0258-066	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #77	092-0258-067	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #78	092-0258-068	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #79	092-0258-069	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #80	092-0258-070	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #81	092-0258-071	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #82	092-0258-072	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #83	092-0258-073	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #84	092-0258-074	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #85	092-0258-075	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #86	092-0258-076	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #87	092-0258-077	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34

City of Newark
Landscape and Lighting District No. 19, Zone 1, Tract 8085 (Bayshores)
Exhibit C: FY 2022-23 Assessment Roll

LOCATION	APN	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2022-23 MAXIMUM ASSESSMENT	2022-23 APPLIED ASSESSMENT
Phase 1- Village 3 - Lot #88	092-0258-078	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #89	092-0258-079	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #90	092-0258-080	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #91	092-0258-081	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #92	092-0258-082	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #93	092-0258-083	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #94	092-0258-084	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #95	092-0258-085	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #96	092-0258-086	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #97	092-0258-087	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #98	092-0258-088	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #99	092-0258-089	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #100	092-0258-090	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #101	092-0258-091	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #102	092-0258-092	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #103	092-0258-093	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #104	092-0258-094	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #105	092-0258-095	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #106	092-0258-096	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #107	092-0258-097	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #108	092-0258-098	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #109	092-0258-099	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #110	092-0258-100	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #111	092-0258-101	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #112	092-0258-102	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #113	092-0258-103	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #114	092-0258-104	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #115	092-0258-105	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 3 - Lot #116	092-0258-106	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34

City of Newark
Landscape and Lighting District No. 19, Zone 1, Tract 8085 (Bayshores)
Exhibit C: FY 2022-23 Assessment Roll

LOCATION	APN	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2022-23 MAXIMUM ASSESSMENT	2022-23 APPLIED ASSESSMENT
Phase 1- Village 3 - Lot #117	092-0258-107	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #118	092-0258-108	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #119	092-0258-109	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #120	092-0258-110	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #121	092-0258-111	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #122	092-0258-112	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #123	092-0258-113	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #124	092-0258-114	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #125	092-0258-115	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #126	092-0258-116	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #127	092-0258-117	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #128	092-0258-118	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #129	092-0258-119	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #130	092-0258-120	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #131	092-0258-121	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #132	092-0258-122	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #133	092-0258-123	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #134	092-0258-124	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #135	092-0258-125	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #136	092-0258-126	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #137	092-0258-127	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #138	092-0258-128	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #139	092-0258-129	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #140	092-0258-130	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #141	092-0258-131	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #142	092-0258-132	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #143	092-0258-133	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #144	092-0258-134	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #145	092-0258-135	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34

City of Newark
Landscape and Lighting District No. 19, Zone 1, Tract 8085 (Bayshores)
Exhibit C: FY 2022-23 Assessment Roll

LOCATION	APN	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2022-23 MAXIMUM ASSESSMENT	2022-23 APPLIED ASSESSMENT
Phase 1- Village 4A - Lot #146	092-0258-136	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #147	092-0258-137	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #148	092-0258-138	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #149	092-0258-139	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #150	092-0258-140	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #151	092-0258-141	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #152	092-0258-142	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #153	092-0258-143	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #154	092-0258-144	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #155	092-0258-145	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #156	092-0258-146	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #157	092-0258-147	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #158	092-0258-148	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #159	092-0258-149	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #160	092-0258-150	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #161	092-0258-151	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #162	092-0258-152	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #163	092-0258-153	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #164	092-0258-154	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #165	092-0258-155	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #166	092-0258-156	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #167	092-0258-157	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #168	092-0258-158	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 4A - Lot #169	092-0258-159	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #170	092-0258-160	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #171	092-0258-161	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #172	092-0258-162	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #173	092-0258-163	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #174	092-0258-164	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34

City of Newark
Landscape and Lighting District No. 19, Zone 1, Tract 8085 (Bayshores)
Exhibit C: FY 2022-23 Assessment Roll

LOCATION	APN	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2022-23 MAXIMUM ASSESSMENT	2022-23 APPLIED ASSESSMENT
Phase 1- Village 5 - Lot #175	092-0258-165	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #176	092-0258-166	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #177	092-0258-167	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #178	092-0258-168	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #179	092-0258-169	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #180	092-0258-170	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #181	092-0258-171	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #182	092-0258-172	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #183	092-0258-173	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #184	092-0258-174	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #185	092-0258-175	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #186	092-0258-176	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #187	092-0258-177	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #188	092-0258-178	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #189	092-0258-179	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #190	092-0258-180	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #191	092-0258-181	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #192	092-0258-182	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #193	092-0258-183	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #194	092-0258-184	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #195	092-0258-185	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #196	092-0258-186	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #197	092-0258-187	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #198	092-0258-188	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #199	092-0258-189	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #200	092-0258-190	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #201	092-0258-191	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #202	092-0258-192	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #203	092-0258-193	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34

City of Newark
Landscape and Lighting District No. 19, Zone 1, Tract 8085 (Bayshores)
Exhibit C: FY 2022-23 Assessment Roll

LOCATION	APN	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2022-23 MAXIMUM ASSESSMENT	2022-23 APPLIED ASSESSMENT
Phase 1- Village 5 - Lot #204	092-0258-194	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #205	092-0258-195	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #206	092-0258-196	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #207	092-0258-197	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #208	092-0258-198	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #209	092-0258-199	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #210	092-0258-200	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #211	092-0258-201	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #212	092-0258-202	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #213	092-0258-203	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #214	092-0258-204	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #215	092-0258-205	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 1- Village 5 - Lot #216	092-0258-206	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 2- Village 2 - Lot #1	092-0257-236	TWNHM	11.00	0.75	8.25	$87.34	$720.56	$720.56
Phase 2- Village 2 - Lot #2	092-0257-248	TWNHM	11.00	0.75	8.25	$87.34	$720.56	$720.56
Phase 2- Village 2 - Lot #3	092-0257-224	TWNHM	11.00	0.75	8.25	$87.34	$720.56	$720.56
Phase 2- Village 2 - Lot #4	092-0257-260	TWNHM	11.00	0.75	8.25	$87.34	$720.56	$720.56
Phase 2- Village 2 - Lot #5	092-0257-316	TWNHM	11.00	0.75	8.25	$87.34	$720.56	$720.56
Phase 2- Village 2 - Lot #6	092-0257-283	TWNHM	11.00	0.75	8.25	$87.34	$720.56	$720.56
Phase 2- Village 2 - Lot #7	092-0257-304	TWNHM	10.00	0.75	7.50	$87.34	$655.06	$655.06
Phase 2- Village 2 - Lot #8	092-0257-271	TWNHM	10.00	0.75	7.50	$87.34	$655.06	$655.06
Phase 3- Village 3 - Lot #1	092-0261-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #2	092-0261-006	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #3	092-0261-007	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #4	092-0261-008	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #5	092-0261-009	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #6	092-0261-010	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #7	092-0261-011	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #8	092-0261-012	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34

City of Newark
Landscape and Lighting District No. 19, Zone 1, Tract 8085 (Bayshores)
Exhibit C: FY 2022-23 Assessment Roll

LOCATION	APN	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2022-23 MAXIMUM ASSESSMENT	2022-23 APPLIED ASSESSMENT
Phase 3- Village 3 - Lot #9	092-0261-013	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #10	092-0261-014	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #11	092-0261-015	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #12	092-0261-016	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #13	092-0261-017	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #14	092-0261-018	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #15	092-0261-019	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #16	092-0261-020	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #17	092-0261-021	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #18	092-0261-022	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #19	092-0261-023	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #20	092-0261-024	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #21	092-0261-025	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #22	092-0261-026	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #23	092-0261-027	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 3 - Lot #24	092-0261-028	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #25	092-0261-029	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #26	092-0261-030	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #27	092-0261-031	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #28	092-0261-032	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #29	092-0261-033	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #30	092-0261-034	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #31	092-0261-035	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #32	092-0261-036	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #33	092-0261-037	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #34	092-0261-038	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #35	092-0261-039	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #36	092-0261-040	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #37	092-0261-041	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34

City of Newark
Landscape and Lighting District No. 19, Zone 1, Tract 8085 (Bayshores)
Exhibit C: FY 2022-23 Assessment Roll

LOCATION	APN	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2022-23 MAXIMUM ASSESSMENT	2022-23 APPLIED ASSESSMENT
Phase 3- Village 4B - Lot #38	092-0261-042	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #39	092-0261-043	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #40	092-0261-044	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #41	092-0261-045	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #42	092-0261-046	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #43	092-0261-047	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #44	092-0261-048	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #45	092-0261-049	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #46	092-0261-050	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 4B - Lot #47	092-0261-051	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #48	092-0262-003	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #49	092-0262-004	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #50	092-0262-005	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #51	092-0262-006	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #52	092-0262-007	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #53	092-0262-008	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #54	092-0262-009	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #55	092-0262-010	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #56	092-0262-011	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #57	092-0262-012	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #58	092-0262-013	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #59	092-0262-014	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #60	092-0262-015	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #61	092-0262-016	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #62	092-0262-017	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #63	092-0262-018	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #64	092-0262-019	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #65	092-0262-020	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #66	092-0262-021	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34

City of Newark
Landscape and Lighting District No. 19, Zone 1, Tract 8085 (Bayshores)
Exhibit C: FY 2022-23 Assessment Roll

LOCATION	APN	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2022-23 MAXIMUM ASSESSMENT	2022-23 APPLIED ASSESSMENT
Phase 3- Village 5 - Lot #67	092-0262-022	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #68	092-0262-023	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #69	092-0262-024	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #70	092-0262-025	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #71	092-0262-026	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #72	092-0262-027	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #73	092-0262-028	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #74	092-0262-029	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #75	092-0262-030	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #76	092-0262-031	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #77	092-0262-032	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #78	092-0262-033	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #79	092-0262-034	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #80	092-0262-035	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #81	092-0262-036	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
Phase 3- Village 5 - Lot #82	092-0262-037	SFR	1.00	1.00	1.00	$87.34	$87.34	$87.34
			542.00		**475.75**		**$41,552.34**	**$41,552.00**

City of Newark
Landscape and Lighting District No. 19
Tract 8157 (Lighthouse), Zone 2, Annexation No. 1

Exhibit C: FY 2022-23 Assessment Roll

Lot No.	APN	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2022-23 MAXIMUM ASSESSMENT	2022-23 APPLIED ASSESSMENT
1	092 -0260-032	CONDO	8.00	0.75	6.00	$59.45	$356.70	$356.70
2	092 -0260-041	CONDO	8.00	0.75	6.00	$59.45	$356.70	$356.70
3	092 -0260-079	CONDO	5.00	0.75	3.75	$59.45	$222.94	$222.94
4	092 -0260-085	CONDO	5.00	0.75	3.75	$59.45	$222.94	$222.94
5	092 -0260-092	CONDO	6.00	0.75	4.50	$59.45	$267.52	$267.52
6	092 -0260-106	CONDO	6.00	0.75	4.50	$59.45	$267.52	$267.52
7	092 -0260-115	CONDO	8.00	0.75	6.00	$59.45	$356.70	$356.70
8	092 -0260-124	CONDO	8.00	0.75	6.00	$59.45	$356.70	$356.70
9	092 -0260-099	CONDO	6.00	0.75	4.50	$59.45	$267.52	$267.52
10	092 -0260-073	CONDO	6.00	0.75	4.50	$59.45	$267.52	$267.52
11	092 -0260-066	CONDO	6.00	0.75	4.50	$59.45	$267.52	$267.52
12	092 -0260-059	CONDO	8.00	0.75	6.00	$59.45	$356.70	$356.70
13	092 -0260-050	CONDO	8.00	0.75	6.00	$59.45	$356.70	$356.70
	TOTALS:		**88.00**		**66.00**		**$3,923.68**	**$3,923.68**

City of Newark
Landscape and Lighting District No. 19
Senior Housing (Tract 8157), Zone 3, Annexation No. 2

Exhibit C: FY 2022-23 Assessment Roll

APN	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2021-22 MAXIMUM ASSESSMENT	2021-22 APPLIED ASSESSMENT
092 -0260-011	NEWARK 618, LP	APT	75.00	0.75	56.25	$48.36	$2,720.25	$2,720.25
	TOTALS:		**75.00**		**56.25**		**$2,720.25**	**$2,720.25**

City of Newark
Landscape and Lighting District No. 19
Tract 8098 (Glass Bay), Zone 4, Annexation No. 3

Exhibit C: Fiscal Year 2022-23 Assessment Roll

Lot No.	APN	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2022-23 MAXIMUM ASSESSMENT	2022-23 APPLIED ASSESSMENT
1	092 -0259-024	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
2	092 -0259-025	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
3	092 -0259-026	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
4	092 -0259-027	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
5	092 -0259-028	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
6	092 -0259-029	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
7	092 -0259-030	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
8	092 -0259-031	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
9	092 -0259-032	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
10	092 -0259-033	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
11	092 -0259-034	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
12	092 -0259-035	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
13	092 -0259-036	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
14	092 -0259-037	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
15	092 -0259-038	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
16	092 -0259-039	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
17	092 -0259-040	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
18	092 -0259-041	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
19	092 -0259-042	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
20	092 -0259-043	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
21	092 -0259-044	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
22	092 -0259-045	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14

Lot No.	APN	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2022-23 MAXIMUM ASSESSMENT	2022-23 APPLIED ASSESSMENT
23	092 -0259-046	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
24	092 -0259-047	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
25	092 -0259-048	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
26	092 -0259-049	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
27	092 -0259-050	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
28	092 -0259-051	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
29	092 -0259-052	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
30	092 -0259-053	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
31	092 -0259-054	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
32	092 -0259-055	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
33	092 -0259-056	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
34	092 -0259-057	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
35	092 -0259-058	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
36	092 -0259-059	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
37	092 -0259-060	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
38	092 -0259-061	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
39	092 -0259-062	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
40	092 -0259-063	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
41	092 -0259-064	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
42	092 -0259-065	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
43	092 -0259-066	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
44	092 -0259-067	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
45	092 -0259-068	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
46	092 -0259-069	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
47	092 -0259-070	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
48	092 -0259-071	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
49	092 -0259-072	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
50	092 -0259-073	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
51	092 -0259-074	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14

Lot No.	APN	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2022-23 MAXIMUM ASSESSMENT	2022-23 APPLIED ASSESSMENT
52	092 -0259-075	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
53	092 -0259-076	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
54	092 -0259-077	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
55	092 -0259-078	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
56	092 -0259-079	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
57	092 -0259-080	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
58	092 -0259-081	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
59	092 -0259-082	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
60	092 -0259-083	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
61	092 -0259-084	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
62	092 -0259-085	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
63	092 -0259-086	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
64	092 -0259-087	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
65	092 -0259-088	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
66	092 -0259-089	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
67	092 -0259-090	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
68	092 -0259-091	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
69	092 -0259-092	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
70	092 -0259-093	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
71	092 -0259-094	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
72	092 -0259-095	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
73	092 -0259-096	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
74	092 -0259-097	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
75	092 -0259-098	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
76	092 -0259-099	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
77	092 -0259-100	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
78	092 -0259-101	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
79	092 -0259-102	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
80	092 -0259-103	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14

Lot No.	APN	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2022-23 MAXIMUM ASSESSMENT	2022-23 APPLIED ASSESSMENT
81	092 -0259-104	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
82	092 -0259-105	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
83	092 -0259-106	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
84	092 -0259-107	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
85	092 -0259-108	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
86	092 -0259-109	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
87	092 -0259-110	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
88	092 -0259-111	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
89	092 -0259-112	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
90	092 -0259-113	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
91	092 -0259-114	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
92	092 -0259-115	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
93	092 -0259-116	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
94	092 -0259-117	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
95	092 -0259-118	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
96	092 -0259-119	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
97	092 -0259-120	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
98	092 -0259-121	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
99	092 -0259-122	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
100	092 -0259-123	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
101	092 -0259-124	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
102	092 -0259-125	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
103	092 -0259-126	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
104	092 -0259-127	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
105	092 -0259-128	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
106	092 -0259-129	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
107	092 -0259-130	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
108	092 -0259-131	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
109	092 -0259-132	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14

Lot No.	APN	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2022-23 MAXIMUM ASSESSMENT	2022-23 APPLIED ASSESSMENT
110	092 -0259-133	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
111	092 -0259-134	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
112	092 -0259-135	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
113	092 -0259-136	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
114	092 -0259-137	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
115	092 -0259-138	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
116	092 -0259-139	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
117	092 -0259-140	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
118	092 -0259-141	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
119	092 -0259-142	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
120	092 -0259-143	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
121	092 -0259-144	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
122	092 -0259-145	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
123	092 -0259-146	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
124	092 -0259-147	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
125	092 -0259-148	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
126	092 -0259-149	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
127	092 -0259-150	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
128	092 -0259-151	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
129	092 -0259-152	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
130	092 -0259-153	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
131	092 -0259-154	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
132	092 -0259-155	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
133	092 -0259-156	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
134	092 -0259-157	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
135	092 -0259-158	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
136	092 -0259-159	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
137	092 -0259-160	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
138	092 -0259-161	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14

Lot No.	APN	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2022-23 MAXIMUM ASSESSMENT	2022-23 APPLIED ASSESSMENT
139	092 -0259-162	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
140	092 -0259-163	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
141	092 -0259-164	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
142	092 -0259-165	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
143	092 -0259-166	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
144	092 -0259-167	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
145	092 -0259-168	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
146	092 -0259-169	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
147	092 -0259-170	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
148	092 -0259-171	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
149	092 -0259-172	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
150	092 -0259-173	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
151	092 -0259-174	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
152	092 -0259-175	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
153	092 -0259-176	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
154	092 -0259-177	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
155	092 -0259-178	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
156	092 -0259-179	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
157	092 -0259-180	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
158	092 -0259-181	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
159	092 -0259-182	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
160	092 -0259-183	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
161	092 -0259-184	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
162	092 -0259-185	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
163	092 -0259-186	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
164	092 -0259-187	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
165	092 -0259-188	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
166	092 -0259-189	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
167	092 -0259-190	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14

Lot No.	APN	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2022-23 MAXIMUM ASSESSMENT	2022-23 APPLIED ASSESSMENT
168	092 -0259-191	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
169	092 -0259-192	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
170	092 -0259-193	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
171	092 -0259-194	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
172	092 -0259-195	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
173	092 -0259-196	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
174	092 -0259-197	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
175	092 -0259-198	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
176	092 -0259-199	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
177	092 -0259-200	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
178	092 -0259-201	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
179	092 -0259-202	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
180	092 -0259-203	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
181	092 -0259-204	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
182	092 -0259-205	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
183	092 -0259-206	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
184	092 -0259-207	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
185	092 -0259-208	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
186	092 -0259-209	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
187	092 -0259-210	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
188	092 -0259-211	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
189	092 -0259-212	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
190	092 -0259-213	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
191	092 -0259-214	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
192	092 -0259-215	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
193	092 -0259-216	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
194	092 -0259-217	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
195	092 -0259-218	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
196	092 -0259-219	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14

Lot No.	APN	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2022-23 MAXIMUM ASSESSMENT	2022-23 APPLIED ASSESSMENT
197	092 -0259-220	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
198	092 -0259-221	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
199	092 -0259-222	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
200	092 -0259-223	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
201	092 -0259-224	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
202	092 -0259-225	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
203	092 -0259-226	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
204	092 -0259-227	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
205	092 -0259-228	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
206	092 -0259-229	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
207	092 -0259-230	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
208	092 -0259-231	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
209	092 -0259-232	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
210	092 -0259-233	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
211	092 -0259-234	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
212	092 -0259-235	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
213	092 -0259-236	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
214	092 -0259-237	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
215	092 -0259-238	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
216	092 -0259-239	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
217	092 -0259-240	SFR	1.00	1.00	1.00	$91.14	$91.14	$91.14
	TOTALS:		**217.00**		**217.00**		**$19,777.38**	**$19,777.38**

City of Newark
Landscape and Lighting District No. 19
Annexation No. 4, Zone 5 - Bridgeway

Exhibit C: FY 2022-23 Assessment Roll

Lot No.	APN	TRACT	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2022-23 MAXIMUM ASSESSMENT	2022-23 APPLIED ASSESSMENT
1	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
2	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
3	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
4	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
5	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
6	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
7	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
8	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
9	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
10	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
11	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
12	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
13	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
14	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
15	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
16	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
17	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
18	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
19	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
20	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
21	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
22	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
23	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00

Lot No.	APN	TRACT	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2022-23 MAXIMUM ASSESSMENT	2022-23 APPLIED ASSESSMENT
24	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
25	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
26	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
27	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
28	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
29	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
30	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
31	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
32	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
33	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
34	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
35	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
36	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
37	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
38	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
39	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
40	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
41	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
42	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
43	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
44	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
45	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
46	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
47	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
48	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
49	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
50	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
51	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
52	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
53	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
54	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00

Lot No.	APN	TRACT	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2022-23 MAXIMUM ASSESSMENT	2022-23 APPLIED ASSESSMENT
55	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
56	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
57	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
58	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
59	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
60	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
61	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
62	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
63	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
64	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
65	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
66	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
67	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
68	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
69	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
70	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
71	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
72	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
73	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
74	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
75	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
76	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
77	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
78	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
79	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
80	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
81	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
82	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
83	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
84	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
85	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00

Lot No.	APN	TRACT	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2022-23 MAXIMUM ASSESSMENT	2022-23 APPLIED ASSESSMENT
86	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
87	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
88	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
89	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
90	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
91	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
92	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
93	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
94	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
95	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
96	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
97	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
98	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
99	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
100	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
101	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
102	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
103	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
104	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
105	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
106	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
107	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
108	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
109	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
110	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
111	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
112	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
113	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
114	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
115	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
116	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00

Lot No.	APN	TRACT	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2022-23 MAXIMUM ASSESSMENT	2022-23 APPLIED ASSESSMENT
117	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
118	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
119	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
120	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
121	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
122	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
123	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
124	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
125	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
126	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
127	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
128	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
129	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
130	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
131	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
132	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
133	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
134	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
135	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
136	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
137	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
138	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
139	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
140	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
141	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
142	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
143	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
144	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
145	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
146	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
147	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00

Lot No.	APN	TRACT	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2022-23 MAXIMUM ASSESSMENT	2022-23 APPLIED ASSESSMENT
148	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
149	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
150	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
151	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
152	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
153	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
154	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
155	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
156	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
157	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
158	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
159	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
160	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
161	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
162	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
163	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
164	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
165	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
166	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
167	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
168	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
169	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
170	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
171	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
172	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
173	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
174	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
175	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
176	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
177	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
178	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00

Lot No.	APN	TRACT	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2022-23 MAXIMUM ASSESSMENT	2022-23 APPLIED ASSESSMENT
179	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
180	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
181	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
182	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
183	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
184	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
185	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
186	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
187	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
188	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
189	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
190	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
191	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
192	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
193	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
194	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
195	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
196	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
197	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
198	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
199	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
200	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
201	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
202	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
203	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
204	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
205	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
206	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
207	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
208	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
209	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00

Lot No.	APN	TRACT	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2022-23 MAXIMUM ASSESSMENT	2022-23 APPLIED ASSESSMENT
210	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
211	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
212	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
213	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
214	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
215	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
216	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
217	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
218	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
219	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
220	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
221	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
222	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
223	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
224	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
225	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
226	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
227	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
228	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
229	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
230	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
231	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
232	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
233	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
234	537 -0852-019 thru 025	8099	Lennar Homes	MFR	4.00	0.75	3.00	$80.00	$240.00	$240.00
235	537 -0852-019 thru 025	8099	Lennar Homes	MFR	9.00	0.75	6.75	$80.00	$540.00	$540.00
236	537 -0852-019 thru 025	8099	Lennar Homes	MFR	9.00	0.75	6.75	$80.00	$540.00	$540.00
237	537 -0852-019 thru 025	8099	Lennar Homes	MFR	9.00	0.75	6.75	$80.00	$540.00	$540.00
238	537 -0852-019 thru 025	8099	Lennar Homes	MFR	9.00	0.75	6.75	$80.00	$540.00	$540.00
239	537 -0852-019 thru 025	8099	Lennar Homes	MFR	9.00	0.75	6.75	$80.00	$540.00	$540.00
240	537 -0852-019 thru 025	8099	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00

Lot No.	APN	TRACT	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2022-23 MAXIMUM ASSESSMENT	2022-23 APPLIED ASSESSMENT
241	537 -0852-019 thru 025	8099	Lennar Homes	MFR	7.00	0.75	5.25	$80.00	$420.00	$420.00
242	537 -0852-019 thru 025	8099	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
243	537 -0852-019 thru 025	8099	Lennar Homes	MFR	7.00	0.75	5.25	$80.00	$420.00	$420.00
244	537 -0852-019 thru 025	8099	Lennar Homes	MFR	7.00	0.75	5.25	$80.00	$420.00	$420.00
245	537 -0852-019 thru 025	8099	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
246	537 -0852-019 thru 025	8099	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
247	537 -0852-019 thru 025	8099	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
248	537 -0852-019 thru 025	8436	Lennar Homes	MFR	9.00	0.75	6.75	$80.00	$540.00	$540.00
249	537 -0852-019 thru 025	8436	Lennar Homes	MFR	9.00	0.75	6.75	$80.00	$540.00	$540.00
250	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
251	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
252	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
253	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
254	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
255	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
256	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
257	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
258	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
259	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
260	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
261	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
262	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
263	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
264	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
265	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
266	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
267	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
268	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
269	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
270	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
271	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00

Lot No.	APN	TRACT	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2022-23 MAXIMUM ASSESSMENT	2022-23 APPLIED ASSESSMENT
272	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
273	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
274	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
275	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
276	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
277	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
278	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
279	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
280	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
281	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
282	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
283	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
284	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
285	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
286	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
287	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
288	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
289	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
290	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
291	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
292	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
293	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
294	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
295	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
296	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
297	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
298	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
299	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
300	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
301	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
302	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00

Lot No.	APN	TRACT	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2022-23 MAXIMUM ASSESSMENT	2022-23 APPLIED ASSESSMENT
303	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
304	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
305	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
306	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
307	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
308	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
309	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
310	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
311	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
312	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
313	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
314	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
315	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
316	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
317	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
318	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
319	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
320	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
321	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
322	537 -0852-019 thru 025	8436	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
323	537 -0852-019 thru 025	8436	Lennar Homes	MFR	7.00	0.75	5.25	$80.00	$420.00	$420.00
324	537 -0852-019 thru 025	8436	Lennar Homes	MFR	7.00	0.75	5.25	$80.00	$420.00	$420.00
325	537 -0852-019 thru 025	8436	Lennar Homes	MFR	7.00	0.75	5.25	$80.00	$420.00	$420.00
326	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
327	537 -0852-019 thru 025	8436	Lennar Homes	MFR	7.00	0.75	5.25	$80.00	$420.00	$420.00
328	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
329	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
330	537 -0852-019 thru 025	8436	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
331	537 -0852-019 thru 025	8436	Lennar Homes	MFR	4.00	0.75	3.00	$80.00	$240.00	$240.00
332	537 -0852-019 thru 025	8099	Lennar Homes	MFR	6.00	0.75	4.50	$80.00	$360.00	$360.00
333	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00

Lot No.	APN	TRACT	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2022-23 MAXIMUM ASSESSMENT	2022-23 APPLIED ASSESSMENT
334	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
335	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
336	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
337	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
338	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
339	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
340	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
341	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
342	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
343	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
344	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
345	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
346	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
347	537 -0852-019 thru 025	8099	Lennar Homes	SFR	1.00	1.00	1.00	$80.00	$80.00	$80.00
			TOTALS:		**576.00**		**508.50**		**$40,680.00**	**$40,680.00**

PART D

LANDSCAPING AND LIGHTING DISTRICT NO. 19

METHOD OF APPORTIONMENT OF ASSESSMENT

The total cost of the project, including incidental expenses, and the method of apportionment of assessment are described in detail in each of the Engineer's Reports, incorporated herein by reference and available in the Office of the Engineer, as follows:

1. Engineer's Report for Landscaping and Lighting District No. 19 (Zone 1), Tract 8085 (Bayshores), approved by the City Council of the City of Newark pursuant to Resolution No. 10,568.

2. Engineer's Report for Landscaping and Lighting District No. 19 (Zone 2), Tract 8157 (Lighthouse), Annexation No.1, approved by the City Council of the City of Newark pursuant to Resolution No. 10,692.

3. Engineer's Report for Landscaping and Lighting District No. 19 (Zone 3), Senior Housing Project (Tract 8157), Annexation No. 2, approved by the City Council of the City of Newark pursuant to Resolution No. 10,694.

4. Engineer's Report for Landscaping and Lighting District No. 19 (Zone 4), Tract 8098 (Glass Bay), Annexation No. 3, approved by the City Council of the City of Newark pursuant to Resolution No. 10,714.

5. Engineer's Report for Landscaping and Lighting District No. 19 (Zone 5), Tracts 8099 and 8436 (Bridgeway Development), Annexation No. 4, approved by the City Council of the City of Newark pursuant to Resolution No. 10,920.

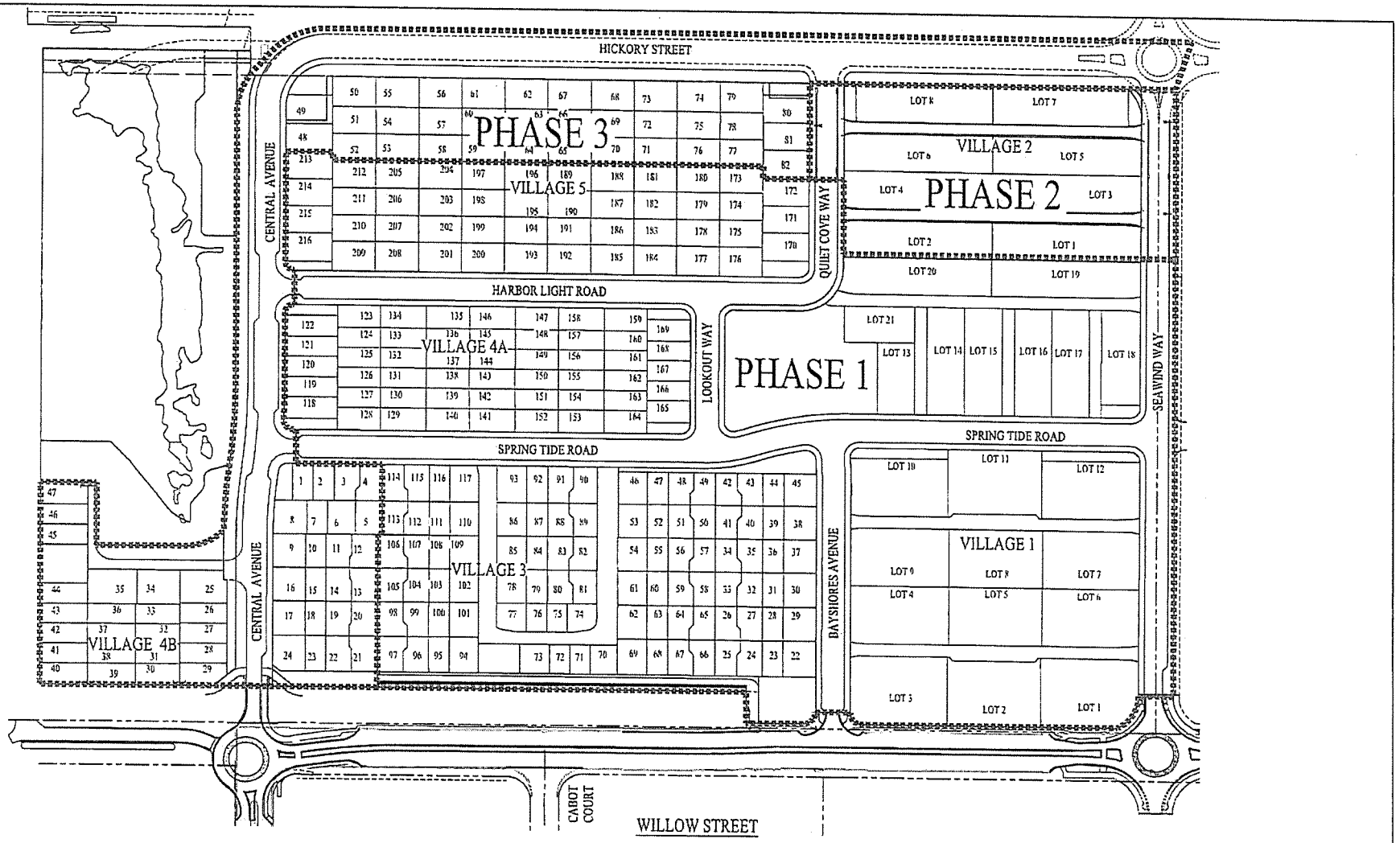
PART E

LANDSCAPING AND LIGHTING DISTRICT NO. 19

ASSESSMENT DIAGRAMS

See attached Assessment Diagrams for Landscaping & Lighting District No. 19:

Zone 1 – Tract 8085 (Bayshores)
Zone 2 – Tract 8157 (Lighthouse), Annexation No.1
Zone 3 – Newark Senior Housing (Tract 8157), Annexation No. 2
Zone 4- Tract 8098 (Glass Bay), Annexation No. 3
Zone 5 – Tracts 8099 and 8436 (Bridgeway Development), Annexation No. 4

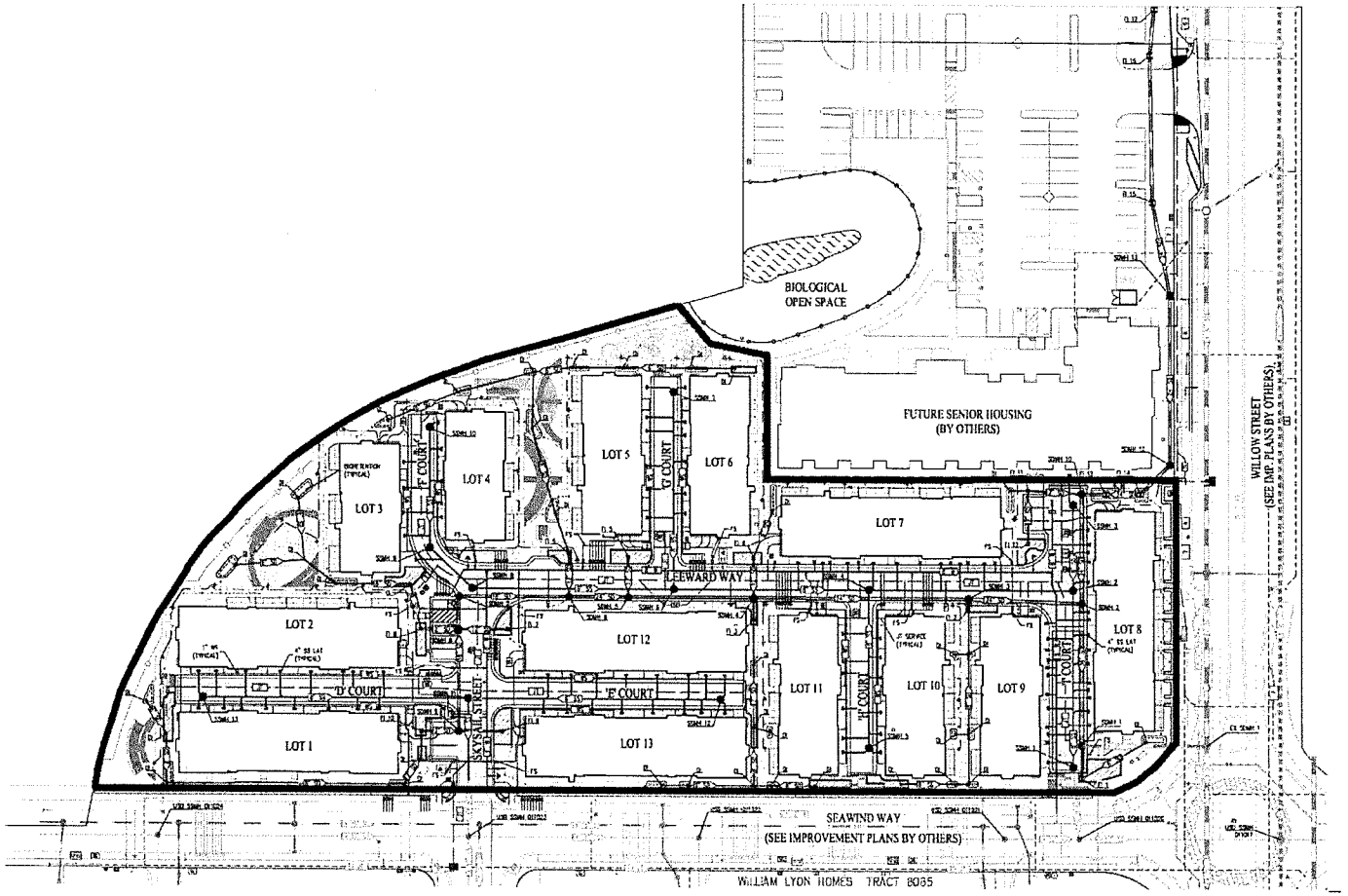


ASSESSMENT DIAGRAM EXHIBIT
BAYSHORES - TRACT 8085
CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

SCALE: 1" = 50' DATE: OCTOBER 17, 2016

Carlson, Barbee & Gibson, Inc.

ASSESSMENT DIAGRAM OF
LANDSCAPE AND LIGHTING DISTRICT NO. 19
ANNEXATION NO. 1 (LIGHTHOUSE)
CITY OF NEWARK, COUNTY OF ALAMEDA STATE OF CALIFORNIA



1.FILED IN THE OFFICE OF THE CITY CLERK, CITY OF NEWARK, THIS _____ DAY OF _____, 2017.

_____
CITY CLERK

2.RECORDED IN THE OFFICE OF THE CITY ENGINEER, CITY OF NEWARK, THIS _____ DAY OF _____, 2017.

_____
CITY ENGINEER
CITY OF NEWARK

3.AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL ON THE LOTS, PIECES, AND PARCELS OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM. SAID ASSESSMENT WAS LEVIED ON THE _____ DAY OF _____, 2017; THE ASSESSSMENT DIAGRAM AND THE ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE CITY ENGINEER, AS THE SUPERINTENDENT OF STREETS, OF THE CITY OF NEWARK ON THE _____ DAY OF _____, 2017. REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE CITY ENGINEER FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINT EACH PARCEL OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM.

_____
CITY ENGINEER
CITY OF NEWARK

4.FILED THIS _____ DAY OF _____, 2017, AT THE HOUR OF _____ O'CLOCK ___.M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.

_____
COUNTY RECORDER,
COUNTY OF ALAMEDA

ASSESSMENT DIAGRAM OF
LANDSCAPE AND LIGHTING DISTRICT NO. 19
ANNEXATION NO. 1 (LIGHTHOUSE)
CITY OF NEWARK, COUNTY OF ALAMEDA
STATE OF CALIFORNIA

LEGEND:

———— ANNEXATION BOUNDARY

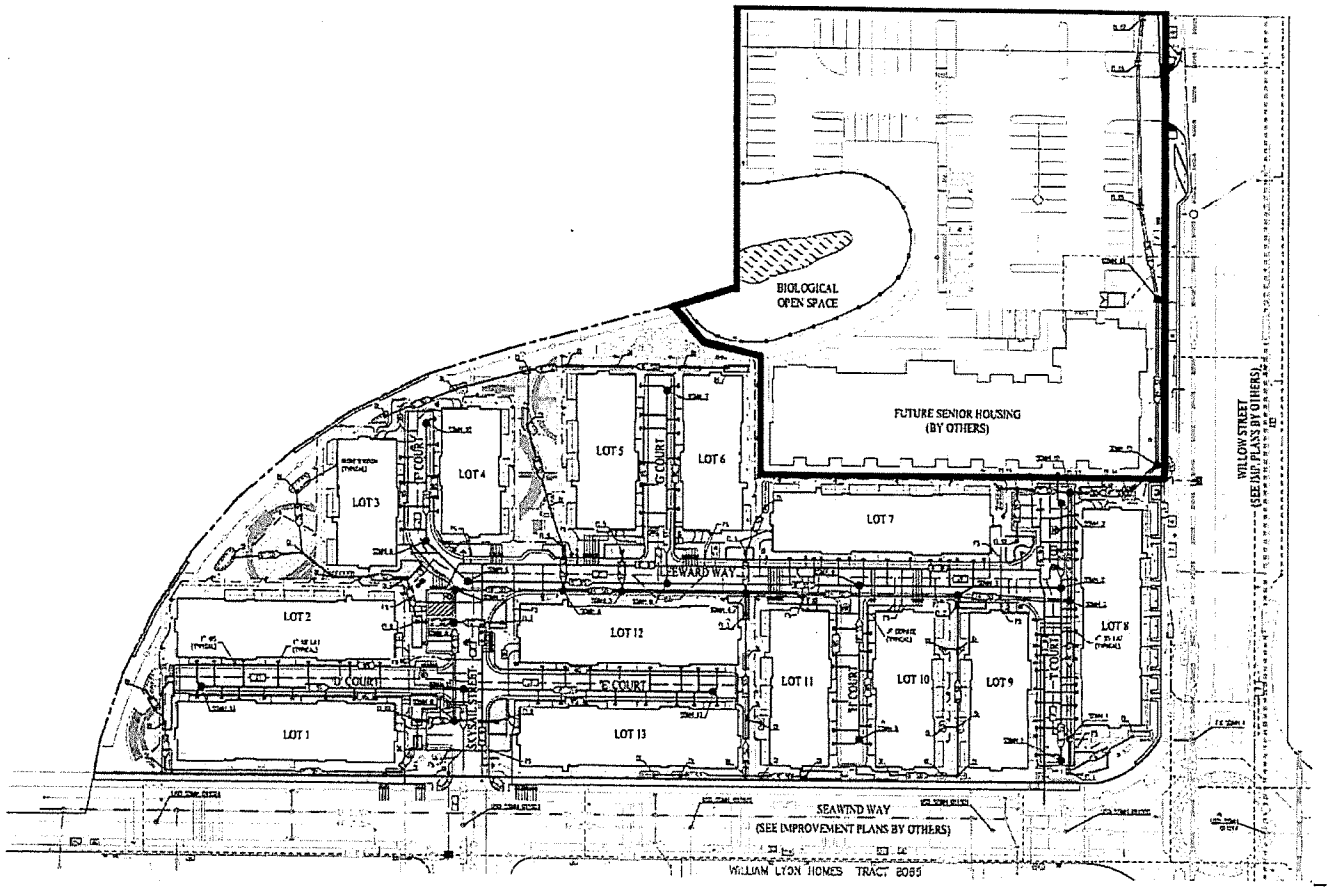
NOTES:

REFERENCE IS HEREBY MADE TO THE MAPS OF RECORD IN THE OFFICE OF THE ASSESSOR OF THE COUNTY OF ALAMEDA FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY PARCELS SHOWN HEREIN, WHICH MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH PARCELS.

Harris & Associates

DATE:	SHEET:	OF
AUGUST 23, 2017	1	1

ASSESSMENT DIAGRAM OF
LANDSCAPE AND LIGHTING DISTRICT NO. 19
ANNEXATION NO. 2 (NEWARK SENIORS HOUSING)
CITY OF NEWARK, COUNTY OF ALAMEDA STATE OF CALIFORNIA



LEGEND:

ANNEXATION BOUNDARY

NOTES:

REFERENCE IS HEREBY MADE TO THE MAPS OF RECORD IN THE OFFICE OF THE ASSESSOR OF THE COUNTY OF ALAMEDA FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY PARCELS SHOWN HEREIN, WHICH MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH PARCELS.

1.FILED IN THE OFFICE OF THE CITY CLERK, CITY OF NEWARK, THIS _____ DAY OF _____, 2017.

_____
CITY CLERK

2.RECORDED IN THE OFFICE OF THE CITY ENGINEER, CITY OF NEWARK, THIS _____ DAY OF _____, 2017.

_____
CITY ENGINEER
CITY OF NEWARK

3.AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL ON THE LOTS, PIECES, AND PARCELS OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM. SAID ASSESSMENT WAS LEVIED ON THE _____ DAY OF _____, 2017; THE ASSESSSMENT DIAGRAM AND THE ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE CITY ENGINEER, AS THE SUPERINTENDENT OF STREETS, OF THE CITY OF NEWARK ON THE _____ DAY OF _____, 2017. REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE CITY ENGINEER FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINT EACH PARCEL OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM.

_____
CITY ENGINEER
CITY OF NEWARK

4.FILED THIS _____ DAY OF _____, 2017, AT THE HOUR OF _____ O'CLOCK ___.M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.

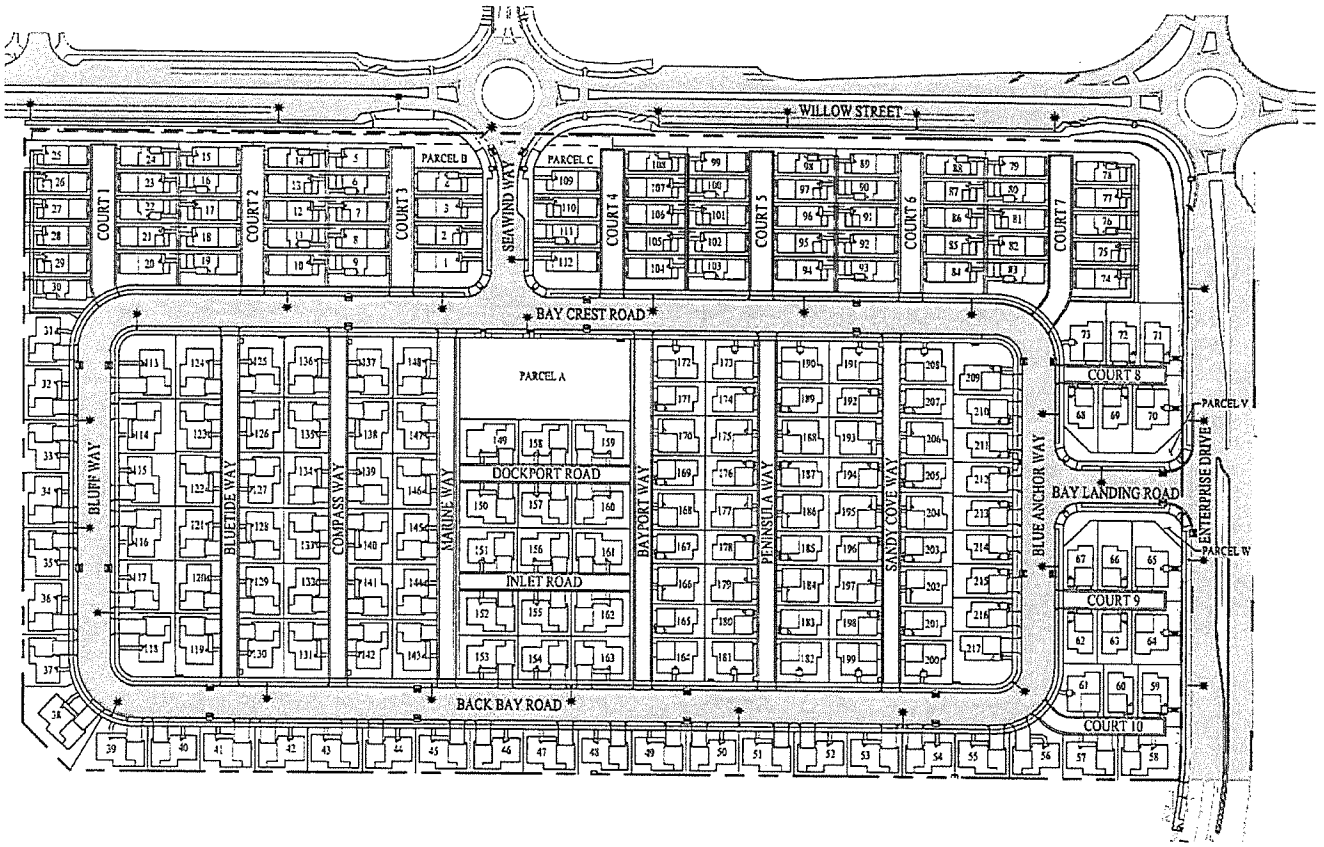
_____
COUNTY RECORDER,
COUNTY OF ALAMEDA

**ASSESSMENT DIAGRAM OF
LANDSCAPE AND LIGHTING DISTRICT NO. 19
ANNEXATION NO. 2 (NEWARK SENIORS HOUSING)
CITY OF NEWARK, COUNTY OF ALAMEDA
STATE OF CALIFORNIA**

Harris & Associates

DATE:	SHEET:	OF
AUGUST 23, 2017	1	1

ASSESSMENT DIAGRAM OF
LANDSCAPE AND LIGHTING DISTRICT NO. 19
ANNEXATION NO. 3 (TRACT 8098 - GLASS BAY)
CITY OF NEWARK, COUNTY OF ALAMEDA STATE OF CALIFORNIA



GRAPHIC SCALE

1" = 150'

LEGEND:

— — — —	ANNEXATION BOUNDARY
100	ASSESSMENT NUMBER
	PUBLIC STREET

NOTES:

REFERENCE IS HEREBY MADE TO THE MAPS OF RECORD IN THE OFFICE OF THE ASSESSOR OF THE COUNTY OF ALAMEDA FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY PARCELS SHOWN HEREIN, WHICH MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH PARCELS.

1.FILED IN THE OFFICE OF THE CITY C CITY OF NEWARK, THIS _____ DAY OF _____, 2017.

_____
CITY CLERK

2.RECORDED IN THE OFFICE OF THE CITY ENGINEER, CITY OF NEWARK, THIS _____ DAY OF _____, 2017.

_____
CITY ENGINEER
CITY OF NEWARK

3.AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL ON THE LOTS, PIECES, AND PARCELS OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM. SAID ASSESSMENT WAS LEVIED ON THE _____ DAY OF _____, 2017; THE ASSESSSMENT DIAGRAM AND THE ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE CITY ENGINEER, AS THE SUPERINTENDENT OF STREETS, OF THE CITY OF NEWARK ON THE _____ DAY OF _____, 2017. REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE CITY ENGINEER FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINT EACH PARCEL OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM.

_____
CITY ENGINEER
CITY OF NEWARK

4.FILED THIS _____ DAY OF _____, 2017, AT THE HOUR OF _____ O'CLOCK ___.M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.

_____
COUNTY RECORDER,
COUNTY OF ALAMEDA

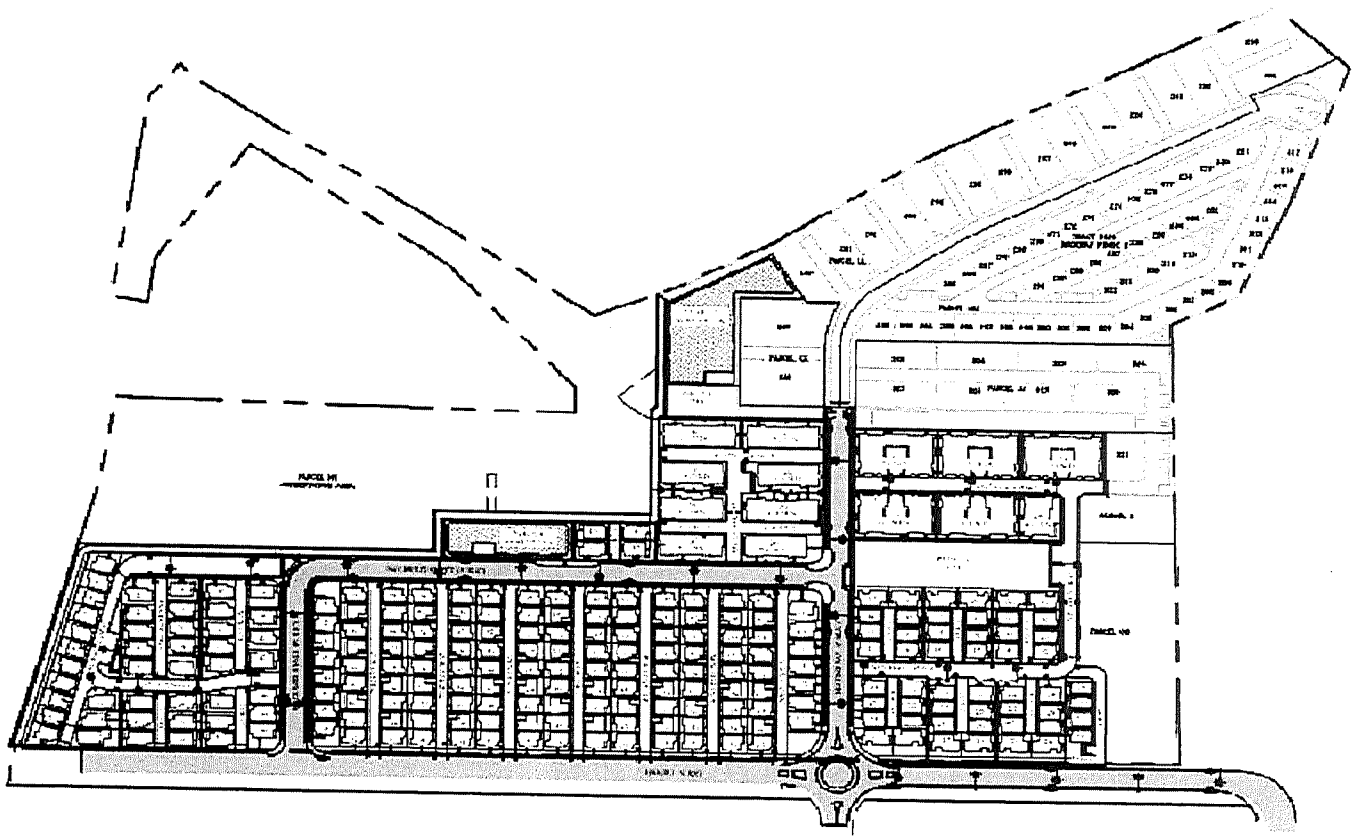
**ASSESSMENT DIAGRAM OF
LANDSCAPE AND LIGHTING DISTRICT NO. 19
ANNEXATION NO. 3 (TRACT 8098 - GLASS BAY)
CITY OF NEWARK, COUNTY OF ALAMEDA
STATE OF CALIFORNIA**

Harris & Associates

DATE: AUGUST 23, 2017

SHEET: 1 OF 1

APPENDIX A
Assessment Diagram



LEGEND:

PUBLIC STREET
BOUNDARY

ASSESSMENT DIAGRAM
CITY OF NEWARK
LANDSCAPE AND LIGHTING DISTRICT NO. 19
ANNEXATION NO. 4
Tracts 8099 & 8436 - Bridgeway
ALAMEDA COUNTY CALIFORNIA
DATE: JANUARY 23, 2019 SCALE: 1" = 300'

cbg
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877

STAFF REPORT

Item E. 2.

DATE	06/23/2022
TO	Honorable Mayor and City Council Members
FROM	Soren Fajeau, Public Works Director
SUBJECT	Hearing to consider adopting a resolution for annual levy of assessment in conjunction with Landscaping and Lighting District Nos. 10 and 11

RECOMMENDATION

Staff recommends that the City Council conduct public hearings and, by resolution, approve the diagram and assessments, levy the annual assessments for Landscaping and Lighting District Nos. 10 and 11 for the 2022-2023 fiscal year, and amend the 2022-2024 Biennial Budget.

EXECUTIVE SUMMARY

The City Council previously approved the annual Engineer's Reports and set June 23, 2022 as the date for the public hearings for the annual levy of assessments in conjunction with Landscaping and Lighting District Nos. 10 and 11. At the conclusion of the public hearings, if a majority protest does not exist for any district, staff recommends adoption of a resolution to approve the diagrams and assessments for each district, levy the annual assessments for each district for fiscal year 2022-2023, and amend the 2022-2024 Biennial Budget.

BACKGROUND

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 in accordance with the provisions of the Landscaping and Lighting Act of 1972. On April 14, 2022, the City Council initiated proceedings for the levy and collection of annual assessments for each established district and directed staff to prepare and file annual Engineer’s Reports detailing such assessments for the City Council’s consideration. On May 26, 2022, the City Council approved the annual Engineer’s Reports and set June 23, 2022 as the date for the required public hearing to consider the annual levy of assessment for each district.

DISCUSSION/ANALYSIS

Landscaping and Lighting District No.10 is a consolidated district which includes miscellaneous developments at many locations. Since this district is for properties responsible for their own maintenance, all property owners for all subdistricts in this district will receive a “zero” assessment for 2022-2023.

Landscaping and Lighting District No. 11 provides for the maintenance of landscaped medians on Edgewater Drive and Parkshore Drive within the Lake Area. The total assessment for this district as provided in the approved Engineer’s Report is approximately $24,569 for the 2022-2023 fiscal year. There are a total of 1,127 properties within this district. The assessment per property is approximately $22, which is the same amount charged per property last year.

FISCAL IMPACT

An amendment to the 2022-2024 Biennial Budget for fiscal year 2022-2023 is necessary to establish the budget and authorize the allocation of all necessary expenditures as identified in the approved annual Engineer’s Report for Landscaping and Lighting District Nos. 10 and 11.

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

L&L 10 and 11
Engineer's Report - L&L 10
Engineer's Report - L&L 11

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK CONFIRMING DIAGRAMS AND ASSESSMENTS AND LEVYING ASSESSMENTS FOR FISCAL YEAR 2022-2023

ASSESSMENT DISTRICT NOS. 10 and 11
(Pursuant to the Landscaping and Lighting Act of 1972)

WHEREAS, the City Council of the City of Newark (the "City") 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 (commencing with Section 22500)(the "Act") to establish the City's Landscaping and Lighting District Nos. 10 and 11 (the "Districts"); and

WHEREAS, the City has, by previous resolution, declared its intention to hold a Public Hearing concerning the levy and collection of assessments within the Districts; and

WHEREAS, a Public Hearing has been held and concluded and notice thereof was duly given in accordance with Section 22626 of the Act or each District; and

WHEREAS, at the time and place specified in the Resolution of Intention the City conducted such hearing and considered all objections to the assessments.

The City Council of the City of Newark resolves:

1. Pursuant to Chapter 3 of the Landscaping and Lighting Act of 1972, the City Council, with Resolution No. 11,335, directed the City Engineer, Engineer of Work for Assessment District Nos. 10 and 11, to prepare and file annual reports for fiscal year 2022-2023.

2. The Engineer of Work filed the annual reports on May 26, 2022, and the City Council adopted its resolution of intention, Resolution No. 11,356, to levy and collect assessments within the Landscaping and Lighting Districts for fiscal year 2022-2023 and set a public hearing to be held on June 23, 2022, at 7 p.m. or as soon thereafter as the matter may be heard, in the meeting place of the City Council, 37101 Newark Boulevard, Newark, California, 94560, or by virtual teleconference as published on the City Council agenda at www.newark.org. Notice of the hearing was given in the time and manner required by law.

3. At the public hearing, the City Council afforded to every interested person an opportunity to make a protest to the annual reports either in writing or orally, and the City Council has considered each protest.

4. The City Council hereby confirms the diagrams and assessments as set forth in the previously approved annual reports of the Engineer of Work pursuant to Resolution No. 11,355, and hereby levies the assessments set forth therein for Fiscal Year 2022-2023.

5. The City Council hereby amends the 2022-2024 Biennial Budget and Capital Improvement Plan for fiscal year 2022-2023 for the funding of levied assessments and the allocation of all necessary expenditures in the approved annual reports of the Engineer of Work for all budgeted line items as identified therein.

ANNUAL ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 10

The undersigned respectfully submits the enclosed report as directed by the City Council.

DATED: May 26, 2022

SOREN E. FAJEAU, City Engineer
Engineer of Work

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment Diagram thereto attached, was filed with me on the 26th day of May, 2022.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Newark, Alameda County, California, on the _____ day of _____, 2022.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

ANNUAL
ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 10
CITY OF NEWARK, ALAMEDA COUNTY
CALIFORNIA

SOREN E. FAJEAU, City Engineer, for Landscaping and Lighting District No. 10, City of Newark, Alameda County, California, makes this Annual Report, as directed by the City Council, pursuant to Section 22785 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this Report are briefly described as follows:

10a. The maintenance of Jarvis Avenue and Lido Boulevard median-island and street landscaping, and lighting adjacent to the boundaries of Tract 5318, Lexington Square.

10b. Maintenance of landscaping and the landscape irrigation system within easement areas adjacent to the public right-of-way on the north side of Central Avenue between the Nimitz Freeway and Timber Street.

10c. Maintenance of landscaping and the landscape irrigation system within easement areas adjacent to the public right-of-way on Morton Avenue for Geomax.

10d. Maintenance of landscaping and the landscape irrigation system within easement areas adjacent to the public right-of-way on Enterprise Court and Enterprise Drive for Parcel 1 of Tentative Parcel Map 5109.

10e. Maintenance of landscaping and the landscape irrigation system adjacent to Cedar Boulevard south of Mowry Avenue for Jiffy Lube.

10f. Maintenance of landscaping and the landscape irrigation system for the apartment complex at the intersection of Rich Avenue and Magnolia Street.

10g. Maintenance of landscaping and the landscape irrigation system within easement areas on Smith Avenue and Cedar Boulevard for the Cedar Boulevard Neighborhood Church.

10h. Maintenance of landscaping and the landscape irrigation system within easement areas for the parcel adjacent to Eucalyptus Grove Park.

10i. Maintenance of landscaping and the landscape irrigation system within easement areas and the public right-of-way on Cherry Street for Thoro Systems.

10j. Maintenance of landscaping and the landscape irrigation system within the public right-of-way and easement areas for the King & Lyons development at Thornton Avenue and Willow Street.

10k. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Central Avenue for Bay Mirror.

10l. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and easement areas on Cedar Boulevard near Moores Avenue for Empire Tractor.

10m. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Mowry Avenue for the property at the northeast corner of Mowry Avenue and Cedar Boulevard..

10n. The maintenance of street lighting within the public right-of-way and landscaping and the landscape irrigation system within the public right-of-way and easement areas adjacent to the public right-of-way on Cedar Boulevard and Balentine Drive for TJ Maxx.

10o. The maintenance of street lighting within the public right-of-way and landscaping and the landscape irrigation system within the public right-of-way and the easement areas adjacent to the public right-of-way on Newark Boulevard and Cedar Boulevard for Lido Faire Shopping Center.

10p. The maintenance of street lighting within the public right-of-way and landscaping and the landscape irrigation system within the public right-of-way on Sycamore Street for B.K. Mills.

10q. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Magnolia Street for the Moose Lodge.

10r. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Central Avenue at the Southern Pacific Railroad right-of-way for Leslie Salt Company.

10s. The maintenance of landscaping and the landscape irrigation system within landscape easement areas on Cedar Boulevard at Central Avenue for Parcel 1 of Parcel Map 4073.

10t. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Cedar Boulevard north of Lake Boulevard for Lot 5 of Tract 5361.

10u. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Magnolia Street south of Graham Avenue for Parcel 1 of Parcel Map 6178.

10v. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Smith Avenue west of Cherry Street for Parcel 4 of Parcel Map 1427.

10w. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Cedar Boulevard and Mowry Avenue for Parcels 1, 2, 3, and 6 of Parcel Map 3028.

10x. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on the cul-de-sac of Enterprise Court at 37569 Enterprise Court.

10y. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Magnolia Street and Graham Avenue at 37088 Magnolia Street (formerly 6963 Graham Avenue).

10z. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on the Thornton Avenue and Locust Street frontage of 37010 Locust Street.

10aa. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Enterprise Drive and Hickory Street at 8610 Enterprise Drive.

10ac. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Thornton Avenue and Sycamore Street at 7275 Thornton Avenue.

10ad. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Thornton Avenue at 6152 Thornton Avenue.

10ae. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Cedar Boulevard south of Mowry Avenue.

10af. The maintenance of landscaping, the landscape irrigation system, and the concrete block wall within the public right-of-way and adjacent easement areas on Mowry Avenue and Cedar Boulevard for the shopping center that includes 5789 Mowry Avenue.

10ag. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Hickory Street at 37137 Hickory Street.

10ah. The maintenance of median-island landscaping and lighting, and street frontage landscaping up to 30 feet in width along all streets within the boundaries of Bridgeway Technology Park on Fircrest Street.

10ai. The maintenance of lighting within public right-of-way and landscaping and landscape irrigation system within easement areas adjacent to the public right-of-way along Dairy Avenue, Newark Boulevard, and Thornton Avenue for the Foxwood condominium project.

10aj. The maintenance of lighting within public right-of-way and landscaping and landscape irrigation system within easement areas adjacent to the public right-of-way on Magnolia Street, Graham Avenue, and Sycamore Street for the Summerhill Apartments.

10ak. The maintenance of lighting within public right-of-way and landscaping and landscape irrigation system within easement areas adjacent to the public right-of-way on Cherry Street and Dairy Avenue for the Summerhill Apartments.

10al. Maintenance of landscaping, landscape irrigation and lighting within the entire street right-of-way of Potrero Avenue; the easterly portion of Cherry Street, Buena Vista Drive and Parada Street contiguous to Tract 5869; and the easterly portion of Parada Street contiguous to Tract 5810; and the northerly portion of Stevenson Boulevard contiguous to Tract 5810, excluding the median islands within Cherry Street and Stevenson Boulevard.

10am. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and easement areas on Smith Avenue for the Oatey Company.

10an. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Thornton Avenue at Cedar Boulevard for Newark Square shopping center.

10ao. The maintenance and/or construction of landscaping and the irrigation system within the public right-of-way and adjacent easement areas on the Mowry School Road frontage of the property to the rear of Fremont Ford.

10ap. The construction and maintenance of landscaping and an irrigation system within the public right-of-way and adjacent easement areas on Morton Avenue for Morton Salt.

10aq. Construction and maintenance of landscaping and the landscape irrigation system within the public right-of-way and easement areas on the Cedar Boulevard frontage of the shopping center on the northwest corner of Newark Boulevard and Cedar Boulevard.

10ar. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Central Avenue and on Clark Avenue for Matheson Gas.

10as. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Smith Avenue at 6565 Smith Avenue.

10at. The construction and/or maintenance of the Art in Public Places Element required in accordance with Newark City Council Resolution No. 5682 within the public right-of-way and/or adjacent easement areas on Parcels 1 and 2 of Tract 5343.

10au. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Newark Boulevard at 35193

Newark Boulevard.

10av. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Cedar Boulevard at 37300 Cedar Boulevard.

10aw. The maintenance and/or construction of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Fircrest Street at Assessor's Parcel No. 537-460-12-3.

10ax. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Enterprise Drive and Willow Street at 8400 Enterprise Drive.

10ay. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Mowry Avenue and Cherry Street.

10az. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Balentine Drive at Parcel 1 of Parcel Map 6692.

10ba. The maintenance and/or construction of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Cherry Street north of Thornton Avenue.

10bb. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Jarvis Avenue and Newark Boulevard.

10bc. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Cherry Street south of Robertson Avenue.

10bd. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Filbert Street and Central Avenue.

10be. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement along the street frontage on Balentine Drive.

Costs shall include all maintenance and operation costs including normal upkeep, operating expenses, management expenses, replacement and replanting costs.

This report consists of the following:

PART A - Plans and specifications for the improvement.

PART B - An estimate of the cost of improvement.

PART C - An assessment of the estimated cost of the improvements on each benefited parcel of land within the district.

PART D - Rules for spreading the assessment among the benefited parcels of land.

Respectfully submitted,

SOREN E. FAJEAU

PART A

PLANS AND SPECIFICATIONS THOUGH BOUND SEPARATELY

ARE FILED AS PART OF THIS REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 10
2022-2023 Fiscal Year
Consolidated (Inactive) District

EXHIBIT B - ANNUAL BUDGET

LANDSCAPE & IRRIGATION SYSTEM COSTS

	2021-22 Budgeted	2021-22 Estimated	2022-23 Proposed
- Contractural Maintenance Costs	0	0	0
- Sweeping	0	0	0
- Irrigation Costs/Water/PG&E	0	0	0
- Irrigation Sprinkler Repairs	0	0	0
- Planting Replacement	0	0	0
- Bid Advertisement	0	0	0
Subtotal	$0	$0	$0
OTHER COSTS			
- Contingencies	0	0	0
- Computer tape for Alameda County	0	0	0
Subtotal	$0	$0	$0
Subtotal	$0	$0	$0
INCIDENTAL EXPENSES			
- Contract Administration (10%)			0
- Inspection (4%)			0
- Design, Engineering for bids (10%)			0
- Use of existing plans (4%)			0
- Assessment Engineering			0
Subtotal			$0
TOTAL ANNUAL COST			$0
COLLECTION CHARGES			
- Alameda County Collection Charges			0
(Collection Percentage) 1.70%			
TOTAL AMOUNT TO BE ASSESSED			**$0**
TOTAL AMOUNT TO BE ASSESSED (ROUNDED)			**$0**

LANDSCAPING AND LIGHTING DISTRICT NO. 10
2022-2023 Fiscal Year
Consolidated (Inactive) District

EXHIBIT C - ASSESSMENT ROLL

Note: Total assessment for each parcel is $0.00

L&L Parcel	Assessor's Parcel No.	L&L Parcel	Assessor's Parcel No.	L&L Parcel	Assessor's Parcel No.
Zone 10a - Lexington Square					
1	92A-2594-1	31	92A-2594-31	61	92A-2594-61
2	92A-2594-2	32	92A-2594-32	62	92A-2594-62
3	92A-2594-3	33	92A-2594-33	63	92A-2594-63
4	92A-2594-4	34	92A-2594-34	64	92A-2594-64
5	92A-2594-5	35	92A-2594-35	65	92A-2594-65
6	92A-2594-6	36	92A-2594-36	66	92A-2594-66
7	92A-2594-7	37	92A-2594-37	67	92A-2594-67
8	92A-2594-8	38	92A-2594-38	68	92A-2594-68
9	92A-2594-9	39	92A-2594-39	69	92A-2594-69
10	92A-2594-10	40	92A-2594-40	70	92A-2594-70
11	92A-2594-11	41	92A-2594-41	71	92A-2594-71
12	92A-2594-12	42	92A-2594-42	72	92A-2594-72
13	92A-2594-13	43	92A-2594-43	73	92A-2594-73
14	92A-2594-14	44	92A-2594-44	74	92A-2594-74
15	92A-2594-15	45	92A-2594-45	75	92A-2594-75
16	92A-2594-16	46	92A-2594-46	76	92A-2594-76
17	92A-2594-17	47	92A-2594-47	77	92A-2594-77
18	92A-2594-18	48	92A-2594-48	78	92A-2594-78
19	92A-2594-19	49	92A-2594-49	79	92A-2594-79
20	92A-2594-20	50	92A-2594-50		
21	92A-2594-21	51	92A-2594-51		
22	92A-2594-22	52	92A-2594-52		
23	92A-2594-23	53	92A-2594-53		
24	92A-2594-24	54	92A-2594-54		
25	92A-2594-25	55	92A-2594-55		
26	92A-2594-26	56	92A-2594-56		
27	92A-2594-27	57	92A-2594-57		
28	92A-2594-28	58	92A-2594-58		
29	92A-2594-29	59	92A-2594-59		
30	92A-2594-30	60	92A-2594-60		

Zone 10b - Central Avenue at i-880	
1	92A-2010-8
2	92A-2010-9
3	92A-2010-10
4	92A-2010-11
5	92A-2010-12
6	92A-2010-13

Zone 10c - Morton Avenue	
1	537-751-2

2	537-751-3
3	537-751-4

Zone 10d - Enterprise Drive at Enterprise Ct.

1	92-251-15
2	92-251-16
3	92-251-17
4	92-251-18
5	92-251-19
6	92-251-20
7	92-251-21

Zone 10e - Cedar Boulevard south of Mowry Avenue

1	901-188-15

Zone 10f - Rich Avenue at Magnolia Street

1	92-53-2

Zone 10g - Cedar Boulevard at Smith Avenue

1	92A-2375-4-3

Zone 10h - Cedar Boulevard south of Mowry Avenue

1	901-111-7
2	901-111-8
3	901-111-9

Zone 10i - Cherry Street at Smith Avenue

1	92A-2300-6-12

Zone 10j - Thornton Avenue at Willow Street

1	92-100-11-4

Zone 10k - Central Avenue opposite Sycamore Street

1	92A-2165-14

Zone 10l - Cedar Boulevard at Moores Avenue

1	92A-2585-12-1
2	92A-2585-31

Zone 10m - Mowry Avenue at Cedar Boulevard

1	92A-2549-67
2	92A-2549-68

Zone 10n - Cedar Boulevard at Balentine Drive

1	901-111-5

Zone 10o - Lido Faire Shopping Center

1	92A-601-8-2

Zone 10p - Sycamore Street at SPRR

1	92-68-5

Zone 10q - Magnolia Street at Rich Avenue

1	92-52-1-4

Zone 10r - Cargill Salt Company
1 537-751-7

Zone 10s - Cedar Boulevard north of Central Avenue
1 92A-2010-8

Zone 10t - Holy Redeemer Church
1 92A-750-8

Zone 10u - Magnolia Street south of Graham Avenue
1 92-61-13

Zone 10v - Evergreen Oil Company
1 92A-2300-10-3

Zone 10w - Cedar Boulevard south of Mowry Avenue
1 901-188-1
2 901-188-2
3 901-188-3
4 901-188-4
5 901-188-5
6 901-188-8

Zone 10x - Enterprise Court
1 92-251-10

Zone 10y - Magnolia Street at Graham Avenue
1 92-52-17-2

Zone 10z - Thornton Avenue at Locust Street
1 92-126-20

Zone 10aa - Enterprise Drive west of Willow Street
1 92-115-5

Zone 10ab - Inland Container Co.
1 92A-2000-1-6
2 92A-1115-1-7
3 92A-1110-1-1

Zone 10 ac - Thornton Avenue at Sycamore Street
1 92-32-11-02

Zone 10ad - Thornton Avenue west of Newark Boulevard
1 92A-1036-31-2

Zone 10ae - Cedar Boulevard south of Mowry Avenue
1 901-188-7

Zone 10 af - Mowry Avenue opposite Newpark Mall
1 92A-2587-4

Zone 10 ag - Hickory Street
1 537-555-25
2 537-555-26

Zone 10ah - Fircrest Street

1	537-460-13
2	537-460-14
3	537-460-15
4	537-460-16
5	537-460-17
6	537-460-18
7	537-460-19
8	537-460-20
9	537-460-21
10	537-460-22
11	537-460-23
12	537-460-24
13	537-460-25 (Por)
14	537-500-4
15	537-500-5
16	537-500-6
17	537-500-7

Zone 10ai - Foxwood

L&L Parcel	APN No.	L&L Parcel	APN No.	L&L Parcel	APN No.
1	92A-2595-14	41	92A-2595-56	81	92A-2595-98
2	92A-2595-15	42	92A-2595-57	82	92A-2595-100
3	92A-2595-16	43	92A-2595-58	83	92A-2595-101
4	92A-2595-17	44	92A-2595-59	84	92A-2595-102
5	92A-2595-18	45	92A-2595-60	85	92A-2595-103
6	92A-2595-19	46	92A-2595-61	86	92A-2595-104
7	92A-2595-20	47	92A-2595-62	87	92A-2595-105
8	92A-2595-21	48	92A-2595-63	88	92A-2595-106
9	92A-2595-22	49	92A-2595-64	89	92A-2595-107
10	92A-2595-23	50	92A-2595-65	90	92A-2595-108
11	92A-2595-24	51	92A-2595-67	91	92A-2595-109
12	92A-2595-25	52	92A-2595-68	92	92A-2595-110
13	92A-2595-26	53	92A-2595-69	93	92A-2595-111
14	92A-2595-27	54	92A-2595-70	94	92A-2595-112
15	92A-2595-28	55	92A-2595-71	95	92A-2595-113
16	92A-2595-29	56	92A-2595-72	96	92A-2595-114
17	92A-2595-30	57	92A-2595-73	97	92A-2595-115
18	92A-2595-31	58	92A-2595-74	98	92A-2595-116
19	92A-2595-32	59	92A-2595-75	99	92A-2595-117
20	92A-2595-33	60	92A-2595-76	100	92A-2595-118
21	92A-2595-34	61	92A-2595-77	101	92A-2595-119
22	92A-2595-35	62	92A-2595-78	102	92A-2595-120
23	92A-2595-36	63	92A-2595-79	103	92A-2595-121
24	92A-2595-37	64	92A-2595-80	104	92A-2595-122
25	92A-2595-39	65	92A-2595-81	105	92A-2595-123
26	92A-2595-40	66	92A-2595-82	106	92A-2595-124
27	92A-2595-41	67	92A-2595-84	107	92A-2595-126
28	92A-2595-42	68	92A-2595-85	108	92A-2595-127
29	92A-2595-43	69	92A-2595-86	109	92A-2595-128
30	92A-2595-44	70	92A-2595-87	110	92A-2595-129
31	92A-2595-45	71	92A-2595-88	111	92A-2595-130
32	92A-2595-46	72	92A-2595-89	112	92A-2595-131
33	92A-2595-47	73	92A-2595-90	113	92A-2595-132
34	92A-2595-48	74	92A-2595-91	114	92A-2595-133
35	92A-2595-49	75	92A-2595-92	115	92A-2595-134
36	92A-2595-50	76	92A-2595-93	116	92A-2595-135
37	92A-2595-51	77	92A-2595-94	117	92A-2595-137
38	92A-2595-52	78	92A-2595-95	118	92A-2595-138
39	92A-2595-54	79	92A-2595-96	119	92A-2595-139
40	92A-2595-55	80	92A-2595-97	120	92A-2595-140

Zone 10ai - Foxwood (Cont)

L&L Parcel	APN No.	L&L Parcel	APN No.	L&L Parcel	APN No.
121	92A-2595-141	151	92A-2595-173	181	92A-2595-205
122	92A-2595-142	152	92A-2595-174	182	92A-2595-206
123	92A-2595-143	153	92A-2595-176	183	92A-2595-207
124	92A-2595-144	154	92A-2595-177		
125	92A-2595-145	155	92A-2595-178		
126	92A-2595-146	156	92A-2595-179		
127	92A-2595-147	157	92A-2595-180		
128	92A-2595-148	158	92A-2595-181		
129	92A-2595-149	159	92A-2595-182		
130	92A-2595-151	160	92A-2595-183		
131	92A-2595-152	161	92A-2595-184		
132	92A-2595-153	162	92A-2595-185		
133	92A-2595-154	163	92A-2595-186		
134	92A-2595-155	164	92A-2595-187		
135	92A-2595-156	165	92A-2595-188		
136	92A-2595-157	166	92A-2595-189		
137	92A-2595-158	167	92A-2595-190		
138	92A-2595-160	168	92A-2595-191		
139	92A-2595-161	169	92A-2595-192		
140	92A-2595-162	170	92A-2595-193		
141	92A-2595-163	171	92A-2595-194		
142	92A-2595-164	172	92A-2595-196		
143	92A-2595-165	173	92A-2595-197		
144	92A-2595-166	174	92A-2595-198		
145	92A-2595-167	175	92A-2595-199		
146	92A-2595-168	176	92A-2595-200		
147	92A-2595-169	177	92A-2595-201		
148	92A-2595-170	178	92A-2595-202		
149	92A-2595-171	179	92A-2595-203		
150	92A-2595-172	180	92A-2595-204		

Zone 10aj - Sycamore Street at Graham Avenue

1	92-53-5

Zone 10ak - Cherry Street north of Thornton Avenue

1	92A-919-28-2

Zone 10al - Nantuckett Commons

1	901-193-215	36	901-193-250	71	901-193-285
2	901-193-216	37	901-193-251	72	901-193-286
3	901-193-217	38	901-193-252	73	901-193-287
4	901-193-218	39	901-193-253	74	901-193-288
5	901-193-219	40	901-193-254	75	901-193-289
6	901-193-220	41	901-193-255	76	901-193-290
7	901-193-221	42	901-193-256	77	901-193-291
8	901-193-222	43	901-193-257	78	901-193-292
9	901-193-223	44	901-193-258	79	901-193-293
10	901-193-224	45	901-193-259	80	901-193-294
11	901-193-225	46	901-193-260	81	901-193-295
12	901-193-226	47	901-193-261	82	901-193-296
13	901-193-227	48	901-193-262	83	901-193-297
14	901-193-228	49	901-193-263	84	901-193-298
15	901-193-229	50	901-193-264	85	901-193-299
16	901-193-230	51	901-193-265	86	901-193-300
17	901-193-231	52	901-193-266	87	901-193-301
18	901-193-232	53	901-193-267	88	901-193-302
19	901-193-233	54	901-193-268	89	901-193-303
20	901-193-234	55	901-193-269	90	901-193-304
21	901-193-235	56	901-193-270	91	901-193-305
22	901-193-236	57	901-193-271	92	901-193-306
23	901-193-237	58	901-193-272	93	901-193-307
24	901-193-238	59	901-193-273	94	901-193-308
25	901-193-239	60	901-193-274	95	901-193-309
26	901-193-240	61	901-193-275	96	901-193-310
27	901-193-241	62	901-193-276	97	901-193-311
28	901-193-242	63	901-193-277	98	901-193-312
29	901-193-243	64	901-193-278	99	901-193-313
30	901-193-244	65	901-193-279	100	901-193-314
31	901-193-245	66	901-193-280		
32	901-193-246	67	901-193-281		
33	901-193-247	68	901-193-282		
34	901-193-248	69	901-193-283		
35	901-193-249	70	901-193-284		

Zone 10al - Nantuckett Commons (cont)

101	901-193-315	151	901-193-365	201	901-193-415
102	901-193-316	152	901-193-366	202	901-193-416
103	901-193-317	153	901-193-367	203	901-193-417
104	901-193-318	154	901-193-368	204	901-193-418
105	901-193-319	155	901-193-369	205	901-193-419
106	901-193-320	156	901-193-370	206	901-193-420
107	901-193-321	157	901-193-371	207	901-193-421
108	901-193-322	158	901-193-372	208	901-193-422
109	901-193-323	159	901-193-373	209	901-193-423
110	901-193-324	160	901-193-374	210	901-193-424
111	901-193-325	161	901-193-375	211	901-193-425
112	901-193-326	162	901-193-376	212	901-193-426
113	901-193-327	163	901-193-377	213	901-193-427
114	901-193-328	164	901-193-378	214	901-193-428
115	901-193-329	165	901-193-379	215	901-193-429
116	901-193-330	166	901-193-380	216	901-193-430
117	901-193-331	167	901-193-381	217	901-193-431
118	901-193-332	168	901-193-382	218	901-193-432
119	901-193-333	169	901-193-383	219	901-193-433
120	901-193-334	170	901-193-384	220	901-193-434
121	901-193-335	171	901-193-385	221	901-193-435
122	901-193-336	172	901-193-386	222	901-193-436
123	901-193-337	173	901-193-387	223	901-193-437
124	901-193-338	174	901-193-388	224	901-193-438
125	901-193-339	175	901-193-389	225	901-193-439
126	901-193-340	176	901-193-390	226	901-193-440
127	901-193-341	177	901-193-391	227	901-193-441
128	901-193-342	178	901-193-392	228	901-193-442
129	901-193-343	179	901-193-393	229	901-193-443
130	901-193-344	180	901-193-394	230	901-193-444
131	901-193-345	181	901-193-395	231	901-193-445
132	901-193-346	182	901-193-396	232	901-193-446
133	901-193-347	183	901-193-397	233	901-193-447
134	901-193-348	184	901-193-398	234	901-193-448
135	901-193-349	185	901-193-399	235	901-193-449
136	901-193-350	186	901-193-400	236	901-193-450
137	901-193-351	187	901-193-401	237	901-193-451
138	901-193-352	188	901-193-402	238	901-193-452
139	901-193-353	189	901-193-403	239	901-193-453
140	901-193-354	190	901-193-404	240	901-193-454
141	901-193-355	191	901-193-405	241	901-193-455
142	901-193-356	192	901-193-406	242	901-193-456
143	901-193-357	193	901-193-407	243	901-193-457
144	901-193-358	194	901-193-408	244	901-193-458
145	901-193-359	195	901-193-409	245	901-193-459
146	901-193-360	196	901-193-410	246	901-193-460
147	901-193-361	197	901-193-411	247	901-193-461
148	901-193-362	198	901-193-412	248	901-193-462
149	901-193-363	199	901-193-413	249	901-193-463
150	901-193-364	200	901-193-414	250	901-193-464

Zone 10al - Nantuckett Commons (cont)

251	901-193-465	301	901-193-515	351	901-193-565
252	901-193-466	302	901-193-516	352	901-193-566

253	901-193-467	303	901-193-517	353	901-193-567
254	901-193-468	304	901-193-518	354	901-193-568
255	901-193-469	305	901-193-519	355	901-193-569
256	901-193-470	306	901-193-520	356	901-193-570
257	901-193-471	307	901-193-521	357	901-193-571
258	901-193-472	308	901-193-522	358	901-193-572
259	901-193-473	309	901-193-523	359	901-193-573
260	901-193-474	310	901-193-524	360	901-193-574
261	901-193-475	311	901-193-525	361	901-193-575
262	901-193-476	312	901-193-526	362	901-193-576
263	901-193-477	313	901-193-527	363	901-193-577
264	901-193-478	314	901-193-528	364	901-193-578
265	901-193-479	315	901-193-529	365	901-193-579
266	901-193-480	316	901-193-530	366	901-193-580
267	901-193-481	317	901-193-531	367	901-193-581
268	901-193-482	318	901-193-532	368	901-193-582
269	901-193-483	319	901-193-533	369	901-193-583
270	901-193-484	320	901-193-534	370	901-193-584
271	901-193-485	321	901-193-535	371	901-193-585
272	901-193-486	322	901-193-536	372	901-193-586
273	901-193-487	323	901-193-537	373	901-193-587
274	901-193-488	324	901-193-538	374	901-193-588
275	901-193-489	325	901-193-539	375	901-193-589
276	901-193-490	326	901-193-540	376	901-193-590
277	901-193-491	327	901-193-541	377	901-193-591
278	901-193-492	328	901-193-542	378	901-193-592
279	901-193-493	329	901-193-543	379	901-193-593
280	901-193-494	330	901-193-544	380	901-193-594
281	901-193-495	331	901-193-545	381	901-193-595
282	901-193-496	332	901-193-546	382	901-193-596
283	901-193-497	333	901-193-547	383	901-193-597
284	901-193-498	334	901-193-548	384	901-193-598
285	901-193-499	335	901-193-549	385	901-193-599
286	901-193-500	336	901-193-550	386	901-193-600
287	901-193-501	337	901-193-551	387	901-193-601
288	901-193-502	338	901-193-552	388	901-193-602
289	901-193-503	339	901-193-553	389	901-193-603
290	901-193-504	340	901-193-554	390	901-193-604
291	901-193-505	341	901-193-555	391	901-193-605
292	901-193-506	342	901-193-556	392	901-193-606
293	901-193-507	343	901-193-557	393	901-193-607
294	901-193-508	344	901-193-558	394	901-193-608
295	901-193-509	345	901-193-559	395	901-193-609
296	901-193-510	346	901-193-560	396	901-193-610
297	901-193-511	347	901-193-561	397	901-193-611
298	901-193-512	348	901-193-562	398	901-193-612
299	901-193-513	349	901-193-563	399	901-193-613
300	901-193-514	350	901-193-564	400	901-193-614

Zone 10al - Nantuckett Commons (cont)

401	901-193-615	451	901-193-665	501	901-193-715
402	901-193-616	452	901-193-666	502	901-193-716
403	901-193-617	453	901-193-667	503	901-193-717
404	901-193-618	454	901-193-668	504	901-193-718
405	901-193-619	455	901-193-669	505	901-193-719

406	901-193-620	456	901-193-670	506	901-193-720
407	901-193-621	457	901-193-671	507	901-193-721
408	901-193-622	458	901-193-672	508	901-193-722
409	901-193-623	459	901-193-673	509	901-193-723
410	901-193-624	460	901-193-674	510	901-193-724
411	901-193-625	461	901-193-675	511	901-193-725
412	901-193-626	462	901-193-676	512	901-193-726
413	901-193-627	463	901-193-677	513	901-193-727
414	901-193-628	464	901-193-678	514	901-193-728
415	901-193-629	465	901-193-679	515	901-193-729
416	901-193-630	466	901-193-680	516	901-193-730
417	901-193-631	467	901-193-681	517	901-193-731
418	901-193-632	468	901-193-682	518	901-193-732
419	901-193-633	469	901-193-683	519	901-193-733
420	901-193-634	470	901-193-684	520	901-193-734
421	901-193-635	471	901-193-685	521	901-193-735
422	901-193-636	472	901-193-686	522	901-193-736
423	901-193-637	473	901-193-687	523	901-193-737
424	901-193-638	474	901-193-688	524	901-193-738
425	901-193-639	475	901-193-689	525	901-193-739
426	901-193-640	476	901-193-690	526	901-193-740
427	901-193-641	477	901-193-691	527	901-193-741
428	901-193-642	478	901-193-692	528	901-193-742
429	901-193-643	479	901-193-693	529	901-193-743
430	901-193-644	480	901-193-694	530	901-193-744
431	901-193-645	481	901-193-695	531	901-193-745
432	901-193-646	482	901-193-696	532	901-193-746
433	901-193-647	483	901-193-697	533	901-193-747
434	901-193-648	484	901-193-698	534	901-193-748
435	901-193-649	485	901-193-699	535	901-193-749
436	901-193-650	486	901-193-700	536	901-193-750
437	901-193-651	487	901-193-701	537	901-193-751
438	901-193-652	488	901-193-702	538	901-193-752
439	901-193-653	489	901-193-703	539	901-193-753
440	901-193-654	490	901-193-704	540	901-193-754
441	901-193-655	491	901-193-705	541	901-193-755
442	901-193-656	492	901-193-706	542	901-193-756
443	901-193-657	493	901-193-707	543	901-193-757
444	901-193-658	494	901-193-708	544	901-193-758
445	901-193-659	495	901-193-709	545	901-193-759
446	901-193-660	496	901-193-710	546	901-193-760
447	901-193-661	497	901-193-711	547	901-193-761
448	901-193-662	498	901-193-712	548	901-193-762
449	901-193-663	499	901-193-713	549	901-193-763
450	901-193-664	500	901-193-714	550	901-193-764

Zone 10al - Nantuckett Commons (cont)

551	901-193-765
552	901-193-766
553	901-193-767
554	901-193-768
555	901-193-769
556	901-193-770
557	901-193-771
558	901-193-772

559	901-193-773
560	901-193-774
561	901-193-775
562	901-193-776

No Assessment (Common Areas)

563	901-191-5
564	901-191-6
565	901-191-7
566	901-192-5
567	901-192-6

Zone 10am - Oatey Company

1	92A-2300-12-2

Zone 10an - Newark Square Shopping Center

1	92A-1006-7
2	92A-1006-12
3	92A-1006-13

Zone 10ao - Mowry School Road

1	901-111-2

Zone 10ap - Morton Salt Company

1	537-751-6

Zone 10aq - Lido Faire Shopping Center

1	92A-601-8-2

Zone 10ar - Matheson Gas

1	92-73-11

Zone 10as - Smith Avenue West of Cherry Street

1	92A-2300-1-26

Zone 10at - Overlake Place

1	537-460-13
2	537-460-14

Zone 10au - Long John Silvers

1	92A-601-5

Zone 10at - Cedar Boulevard s/o SPRR

1	92A-2010-4
2	92A-2010-5
3	92A-2010-6
4	92A-2010-7

Zone 10aw - Fircrest Street

1	537-460-12-3

Zone 10ax - Enterprise Drive at Willow Street
1 92-116-58

Zone 10ay - Mowry Avenue at Cherry Street
1 92A-2500-6
2 92A-2500-7
3 92A-2500-8
4 92A-2500-9

Zone 10az - Singer Buick/Cadillac
1 901-195-31

Zone 10ba - Cherry Street north of Throrton Avenue
1 92-29-10-2
2 92-29-11-2

Zone 10bb - Chevron/Newark Boulevard at Jarvis Avenue
1 92A-601-1-57

Zone 10bc - Cherry Street south of Robertson Avenue
1 92A-2300-20

Zone 10bd - Filbert Street at Central Avenue
1 92-155-18

Zone 10be - Saturn of Newark
1 901-195-33

PART D

LANDSCAPING AND LIGHTING DISTRICT NO. 10

METHOD OF APPORTIONMENT OF ASSESSMENT

The total cost of the project, including incidental costs, will be spread on the basis of frontage to each property in the district fronting the work to be done.

ANNUAL ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 11

The undersigned respectfully submits the enclosed report as directed by the City Council.

DATED: May 26, 2022

SOREN E. FAJEAU, City Engineer
Engineer of Work

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment Diagram thereto attached, was filed with me on the 26th day of May, 2022.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

I HEREBY CERTIFY that the enclosed Annual Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Newark, Alameda County, California, on the _____ day of _____, 2022.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By_____

ANNUAL
ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 11
CITY OF NEWARK, ALAMEDA COUNTY
CALIFORNIA

SOREN E. FAJEAU, City Engineer, for Landscaping and Lighting District No. 11, City of Newark, Alameda County, California, makes this Annual Report, as directed by the City Council, pursuant to Section 22785 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this Report are briefly described as follows:

a. The maintenance of landscaped medians on Edgewater Drive, Lake Boulevard and Parkshore Drive. Cost shall include all maintenance and operational costs including normal upkeep, operating expenses, management expenses, replacement and replanting costs.

This report consists of the following:

PART A - Plans and specifications for the improvement.

PART B - An estimate of the cost of improvement.

PART C - An assessment of the estimated cost of the improvements on each benefited parcel of land within the district.

PART D - Rules for spreading the assessment among the benefited parcels of land.

PART E - An assessment diagram showing each parcel of land within the assessment district.

Respectfully submitted,

SOREN E. FAJEAU

PART A

PLANS AND SPECIFICATIONS THOUGH BOUND SEPARATELY

ARE FILED AS PART OF THIS REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 11
2022-23 FISCAL YEAR
LAKE AREA - Edgewater & Parkshore Drive Medians

EXHIBIT B - ANNUAL BUDGET

CASH BALANCE CALCULATION

- Cash Balance	$108,678
- Other Revenue - LARA	$0
- Unencumbered Anticipated Expenses this Fiscal Year	
Other Contractual Costs	$0
Extra Work (Contractor)	$0
Extra Work (City Forces)	$0
Budget Adjustment	$0
Water	$0
Administration Costs	($1,800)
Ala. Cty. Collection Costs	($745)
- Less Reserve Fund	($40,000)
Total Carryover/deficit:	$66,133

	2021-22 Budgeted	2021-22 Estimated	2022-23 Proposed
LANDSCAPE & IRRIGATION SYSTEM COSTS			
- Contractural Maintenance Costs Parkshore and Edgewater Median Landscaping	14,000	16,128	18,000
- Jarvis Avenue Landscaping	2,250	0	2,300
- Extra Work -	8,000	0	8,000
- Irrigation Costs/Water/PG&E	500	300	450
- Irrigation Sprinkler Repairs (Battery Replacement)	1,000	0	1,000
- Planting Replacement	54,000	0	51,850
- Bid Advertisement	0		
Subtotal	$79,750	$16,428	$81,600
OTHER COSTS			
- Contingencies	0	0	0
- Assessment District Consultant Review	150	150	150
Subtotal	$150	$150	$150
Subtotal	$79,900	$16,578	$81,750
Carryover/deficit			$66,133
Subtotal			$15,617

Note: Following questions will insert appropriate costs into Incidental Expenses:

Contract to be bid (Y/N)?	N

INCIDENTAL EXPENSES

- Contract Administration (10%)		0
- Inspection (8%)		6,540
- PS&E for bids (8%)		0
- Assessment Engineering		2,000
	Subtotal	$8,540
	TOTAL ANNUAL COST	$24,157

COLLECTION CHARGES

- Alameda County Collection Charges		411
(Collection Percentage)	1.70%	
	TOTAL AMOUNT TO BE ASSESSED	**$24,568**
	TOTAL AMOUNT TO BE ASSESSED (ROUNDED)	**$24,600**

LANDSCAPING AND LIGHTING DISTRICT NO. 11
2022-23 FISCAL YEAR
LAKE AREA - Edgewater & Parkshore Drive Medians

EXHIBIT C - ASSESSMENT ROLL

Assessment Amount per Parcel w/o Collection Charge -	$21.44
Collection Charge per Parcel -	$0.36
Total Assessment Amount per Parcel -	$21.80
Total Number of Parcels -	1,127
Total w/o Collection Charge	$24,157.92
Total Collection Charge -	$410.68
Total Assessment Amount -	$24,568.60
Maximum Amount per Parcel per Proposition 218 Limits -	$25.00

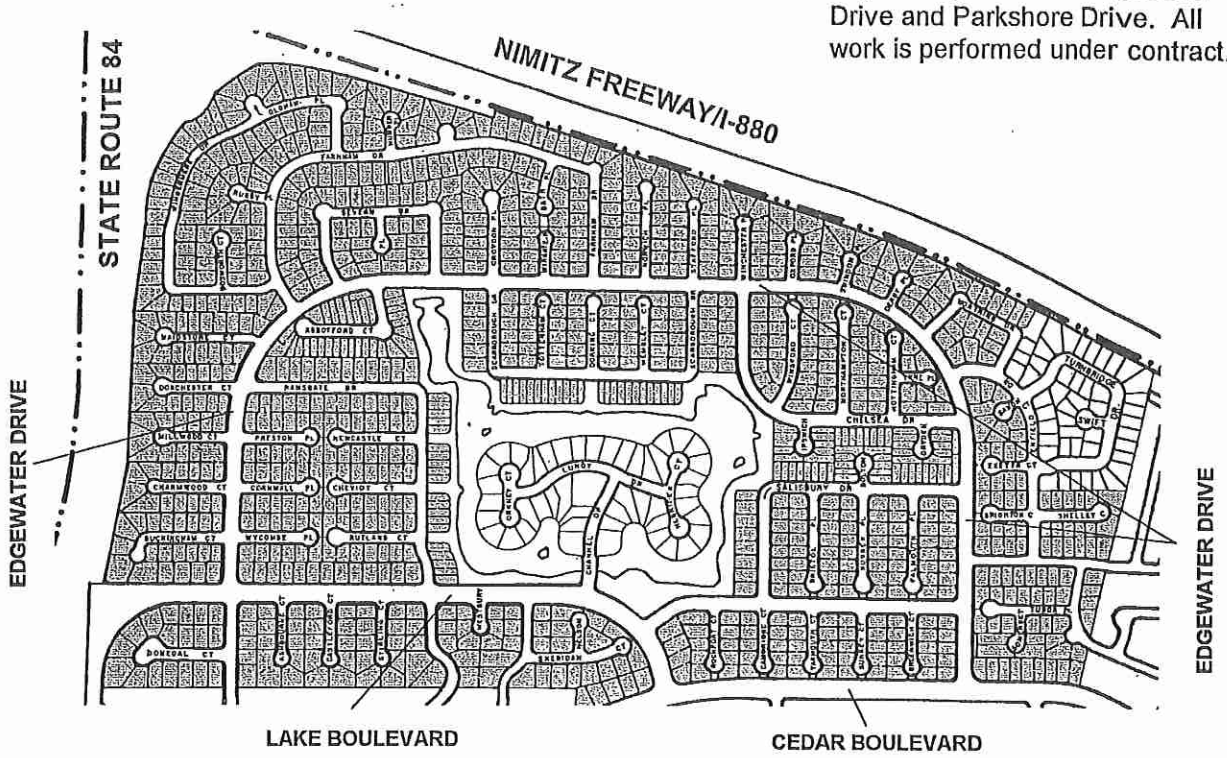
PART D

LANDSCAPING AND LIGHTING DISTRICT NO. 11

METHOD OF APPORTIONMENT OF ASSESSMENT

The total cost of the project, including incidental expenses, will be spread equally to each property in the district.

Description of Work
The maintenance of landscaped medians and the landscape irrigation systems on Edgewater Drive and Parkshore Drive. All work is performed under contract.



Refer to the Alameda County Assessor's Books for the actual dimensions of each lot

ASSESSMENT DIAGRAM
LANDSCAPING AND LIGHTING DISTRICT NO. 11
EDGEWATER DRIVE/LAKE AREA

CITY OF NEWARK
DEVELOPMENT SERVICES

Scale: 1"=250'
Page 1 of 8

(d:\pmW\l11a.pm5)

L&L Parcel	APN No.	L&L Parcel	APN No.	L&L Parcel	APN No.	L&L Parcel	APN No.
1	92A-724-7	38	92A-724-44	75	92A-724-82	112	92A-725-29
2	92A-724-8	39	92A-724-45	76	92A-724-83	113	92A-725-30
3	92A-724-9	40	92A-724-46	77	92A-724-84	114	92A-725-31
4	92A-724-10	41	92A-724-47	78	92A-724-85	115	92A-725-32
5	92A-724-11	42	92A-724-48	79	92A-724-86	116	92A-725-34
6	92A-724-12	43	92A-724-49	80	92A-724-87	117	92A-725-35
7	92A-724-13	44	92A-724-50	81	92A-724-88	118	92A-725-36
8	92A-724-14	45	92A-724-51	82	92A-724-89	119	92A-725-38
9	92A-724-15	46	92A-724-52	83	92A-724-90	120	92A-725-39
10	92A-724-16	47	92A-724-53	84	92A-724-91	121	92A-725-40
11	92A-724-17	48	92A-724-54	85	92A-724-92	122	92A-725-41
12	92A-724-18	49	92A-724-55	86	92A-724-93	123	92A-725-42
13	92A-724-19	50	92A-724-56	87	92A-724-94	124	92A-725-43
14	92A-724-20	51	92A-724-57	88	92A-725-5	125	92A-725-44
15	92A-724-21	52	92A-724-58	89	92A-725-6	126	92A-725-45
16	92A-724-22	53	92A-724-59	90	92A-725-7	127	92A-725-46
17	92A-724-23	54	92A-724-60	91	92A-725-8	128	92A-725-47
18	92A-724-24	55	92A-724-61	92	92A-725-9	129	92A-725-48
19	92A-724-25	56	92A-724-62	93	92A-725-10	130	92A-725-49
20	92A-724-26	57	92A-724-63	94	92A-725-11	131	92A-725-50
21	92A-724-27	58	92A-724-64	95	92A-725-12	132	92A-725-51
22	92A-724-28	59	92A-724-66	96	92A-725-13	133	92A-725-52
23	92A-724-29	60	92A-724-67	97	92A-725-14	134	92A-725-58
24	92A-724-30	61	92A-724-68	98	92A-725-15	135	92A-725-60
25	92A-724-31	62	92A-724-69	99	92A-725-16	136	92A-725-62
26	92A-724-32	63	92A-724-70	100	92A-725-17	137	92A-725-64
27	92A-724-33	64	92A-724-71	101	92A-725-18	138	92A-725-66
28	92A-724-34	65	92A-724-72	102	92A-725-19	139	92A-726-3
29	92A-724-35	66	92A-724-73	103	92A-725-20	140	92A-726-4
30	92A-724-36	67	92A-724-74	104	92A-725-21	141	92A-726-5
31	92A-724-37	68	92A-724-75	105	92A-725-22	142	92A-726-6
32	92A-724-38	69	92A-724-76	106	92A-725-23	143	92A-726-7
33	92A-724-39	70	92A-724-77	107	92A-725-24	144	92A-726-8
34	92A-724-40	71	92A-724-78	108	92A-725-25	145	92A-726-9
35	92A-724-41	72	92A-724-79	109	92A-725-26	146	92A-726-10
36	92A-724-42	73	92A-724-80	110	92A-725-27	147	92A-726-11
37	92A-724-43	74	92A-724-81	111	92A-725-28	148	92A-726-12

L&L Parcel	APN No.	L&L Parcel	APN No.	L&L Parcel	APN No.	L&L Parcel	APN No.
149	92A- 726-13	197	92A- 726-61	245	92A- 727-19	293	92A- 727-69
150	92A- 726-14	198	92A- 726-62	246	92A- 727-20	294	92A- 727-70
151	92A- 726-15	199	92A- 726-63	247	92A- 727-21	295	92A- 727-71
152	92A- 726-16	200	92A- 726-64	248	92A- 727-22	296	92A- 727-72
153	92A- 726-17	201	92A- 726-65	249	92A- 727-23	297	92A- 727-73
154	92A- 726-18	202	92A- 726-66	250	92A- 727-24	298	92A- 727-74
155	92A- 726-19	203	92A- 726-67	251	92A- 727-25	299	92A- 727-75
156	92A- 726-20	204	92A- 726-68	252	92A- 727-26	300	92A- 727-76
157	92A- 726-21	205	92A- 726-69	253	92A- 727-27	301	92A- 727-77
158	92A- 726-22	206	92A- 726-70	254	92A- 727-29	302	92A- 727-78
159	92A- 726-23	207	92A- 726-71	255	92A- 727-30	303	92A- 727-79
160	92A- 726-24	208	92A- 726-72	256	92A- 727-31	304	92A- 727-80
161	92A- 726-25	209	92A- 726-73	257	92A- 727-32	305	92A- 727-81
162	92A- 726-26	210	92A- 726-74	258	92A- 727-33	306	92A- 727-83
163	92A- 726-27	211	92A- 726-75	259	92A- 727-34	307	92A- 727-84
164	92A- 726-28	212	92A- 726-76	260	92A- 727-35	308	92A- 727-85
165	92A- 726-29	213	92A- 726-77	261	92A- 727-36	309	92A- 727-86
166	92A- 726-30	214	92A- 726-78	262	92A- 727-37	310	92A- 727-87
167	92A- 726-31	215	92A- 726-79	263	92A- 727-38	311	92A- 727-88
168	92A- 726-32	216	92A- 726-80	264	92A- 727-39	312	92A- 727-89
169	92A- 726-33	217	92A- 726-81	265	92A- 727-40	313	92A- 727-90
170	92A- 726-34	218	92A- 726-82	266	92A- 727-41	314	92A- 727-91
171	92A- 726-35	219	92A- 726-83	267	92A- 727-42	315	92A- 727-92
172	92A- 726-36	220	92A- 726-84	268	92A- 727-43	316	92A- 727-93
173	92A- 726-37	221	92A- 726-85	269	92A- 727-44	317	92A- 727-94
174	92A- 726-38	222	92A- 726-86	270	92A- 727-45	318	92A- 727-95
175	92A- 726-39	223	92A- 726-87	271	92A- 727-46	319	92A- 727-96
176	92A- 726-40	224	92A- 726-88	272	92A- 727-47	320	92A- 727-97
177	92A- 726-41	225	92A- 726-89	273	92A- 727-48	321	92A- 727-98
178	92A- 726-42	226	92A- 726-90	274	92A- 727-49	322	92A- 727-99
179	92A- 726-43	227	92A- 726-91	275	92A- 727-50	323	92A- 727-100
180	92A- 726-44	228	92A- 726-92	276	92A- 727-51	324	92A- 727-101
181	92A- 726-45	229	92A- 727-3	277	92A- 727-52	325	92A- 727-102
182	92A- 726-46	230	92A- 727-4	278	92A- 727-53	326	92A- 727-103
183	92A- 726-47	231	92A- 727-5	279	92A- 727-54	327	92A- 727-104
184	92A- 726-48	232	92A- 727-6	280	92A- 727-56	328	92A- 727-105
185	92A- 726-49	233	92A- 727-7	281	92A- 727-57	329	92A- 727-106
186	92A- 726-50	234	92A- 727-8	282	92A- 727-58	330	92A- 727-107
187	92A- 726-51	235	92A- 727-9	283	92A- 727-59	331	92A- 727-108
188	92A- 726-52	236	92A- 727-10	284	92A- 727-60	332	92A- 727-110
189	92A- 726-53	237	92A- 727-11	285	92A- 727-61	333	92A- 727-111
190	92A- 726-54	238	92A- 727-12	286	92A- 727-62	334	92A- 727-112
191	92A- 726-55	239	92A- 727-13	287	92A- 727-63	335	92A- 727-113
192	92A- 726-56	240	92A- 727-14	288	92A- 727-64	336	92A- 727-114
193	92A- 726-57	241	92A- 727-15	289	92A- 727-65	337	92A- 727-115
194	92A- 726-58	242	92A- 727-16	290	92A- 727-66	338	92A- 727-116
195	92A- 726-59	243	92A- 727-17	291	92A- 727-67	339	92A- 727-117
196	92A- 726-60	244	92A- 727-18	292	92A- 727-68	340	92A- 727-118

ASSESSMENT DIAGRAM
LANDSCAPING AND LIGHTING DISTRICT NO. 11

CITY OF NEWARK
DEVELOPMENT SERVICES

(d:\pm\lll11b.pm5)

L&L Parcel	APN No.	L&L Parcel	APN No.	L&L Parcel	APN No.	L&L Parcel	APN No.
341	92A- 727-119	389	92A- 728-6	437	92A- 728-54	485	92A- 728-103
342	92A- 727-120	390	92A- 728-7	438	92A- 728-55	486	92A- 728-104
343	92A- 727-121	391	92A- 728-8	439	92A- 728-56	487	92A- 728-105
344	92A- 727-122	392	92A- 728-9	440	92A- 728-57	488	92A- 728-106
345	92A- 727-123	393	92A- 728-10	441	92A- 728-58	489	92A- 728-107
346	92A- 727-124	394	92A- 728-11	442	92A- 728-59	490	92A- 728-108
347	92A- 727-125	395	92A- 728-12	443	92A- 728-60	491	92A- 728-109
348	92A- 727-126	396	92A- 728-13	444	92A- 728-61	492	92A- 728-110-1
349	92A- 727-127	397	92A- 728-14	445	92A- 728-62	493	92A- 728-111-1
350	92A- 727-128	398	92A- 728-15	446	92A- 728-63	494	92A- 728-112
351	92A- 727-129	399	92A- 728-16	447	92A- 728-64	495	92A- 728-113
352	92A- 727-130	400	92A- 728-17	448	92A- 728-65	496	92A- 728-114
353	92A- 727-131	401	92A- 728-18	449	92A- 728-66	497	92A- 728-115
354	92A- 727-132	402	92A- 728-19	450	92A- 728-67	498	92A- 728-116
355	92A- 727-133	403	92A- 728-20	451	92A- 728-68	499	92A- 728-117
356	92A- 727-134	404	92A- 728-21	452	92A- 728-69	500	92A- 728-118
357	92A- 727-135	405	92A- 728-22	453	92A- 728-70	501	92A- 728-119
358	92A- 727-136	406	92A- 728-23	454	92A- 728-71	502	92A- 728-120
359	92A- 727-137	407	92A- 728-24	455	92A- 728-72	503	92A- 728-121
360	92A- 727-138	408	92A- 728-25	456	92A- 728-74	504	92A- 728-122
361	92A- 727-139	409	92A- 728-26	457	92A- 728-75	505	92A- 728-123
362	92A- 727-140	410	92A- 728-27	458	92A- 728-76	506	92A- 728-124
363	92A- 727-141	411	92A- 728-28	459	92A- 728-77	507	92A- 728-125
364	92A- 727-142	412	92A- 728-29	460	92A- 728-78	508	92A- 728-126
365	92A- 727-143	413	92A- 728-30	461	92A- 728-79	509	92A- 728-127
366	92A- 727-144	414	92A- 728-31	462	92A- 728-80	510	92A- 728-128
367	92A- 727-145	415	92A- 728-32	463	92A- 728-81	511	92A- 728-129
368	92A- 727-146	416	92A- 728-33	464	92A- 728-82	512	92A- 729-1
369	92A- 727-147	417	92A- 728-34	465	92A- 728-83	513	92A- 729-2
370	92A- 727-148	418	92A- 728-35	466	92A- 728-84	514	92A- 729-3
371	92A- 727-149	419	92A- 728-36	467	92A- 728-85	515	92A- 729-4
372	92A- 727-150	420	92A- 728-37	468	92A- 728-86	516	92A- 729-5
373	92A- 727-151	421	92A- 728-38	469	92A- 728-87	517	92A- 729-6
374	92A- 727-152	422	92A- 728-39	470	92A- 728-88	518	92A- 729-7
375	92A- 727-153	423	92A- 728-40	471	92A- 728-89	519	92A- 729-8
376	92A- 727-154	424	92A- 728-41	472	92A- 728-90	520	92A- 729-9
377	92A- 727-155	425	92A- 728-42	473	92A- 728-91	521	92A- 729-10
378	92A- 727-156	426	92A- 728-43	474	92A- 728-92	522	92A- 729-11
379	92A- 727-157	427	92A- 728-44	475	92A- 728-93	523	92A- 729-12
380	92A- 727-158	428	92A- 728-45	476	92A- 728-94	524	92A- 729-13
381	92A- 727-159	429	92A- 728-46	477	92A- 728-95	525	92A- 729-14
382	92A- 727-160	430	92A- 728-47	478	92A- 728-96	526	92A- 729-15
383	92A- 727-161	431	92A- 728-48	479	92A- 728-97	527	92A- 729-16
384	92A- 728-1	432	92A- 728-49	480	92A- 728-98	528	92A- 729-17
385	92A- 728-2	433	92A- 728-50	481	92A- 728-99	529	92A- 729-18
386	92A- 728-3	434	92A- 728-51	482	92A- 728-100	530	92A- 729-19
387	92A- 728-4	435	92A- 728-52	483	92A- 728-101	531	92A- 729-20
388	92A- 728-5	436	92A- 728-53	484	92A- 728-102	532	92A- 729-21

ASSESSMENT DIAGRAM
LANDSCAPING AND LIGHTING DISTRICT NO. 11

CITY OF NEWARK
DEVELOPMENT SERVICES

(d:\pmVN\11b.pm5)

L&L Parcel	APN No.	L&L Parcel	APN No.	L&L Parcel	APN No.	L&L Parcel	APN No.
533	92A- 729-22	581	92A- 729-70	629	92A- 715-11	677	92A- 715-60
534	92A- 729-23	582	92A- 729-71	630	92A- 715-12	678	92A- 715-61
535	92A- 729-24	583	92A- 729-72	631	92A- 715-13	679	92A- 715-62
536	92A- 729-25	584	92A- 729-73	632	92A- 715-14	680	92A- 715-63
537	92A- 729-26	585	92A- 729-74	633	92A- 715-15	681	92A- 715-65
538	92A- 729-27	586	92A- 729-75-1	634	92A- 715-16	682	92A- 715-66
539	92A- 729-28	587	92A- 729-76-1	635	92A- 715-17-1	683	92A- 715-67
540	92A- 729-29	588	92A- 729-77	636	92A- 715-18-2	684	92A- 715-68
541	92A- 729-30	589	92A- 729-78	637	92A- 715-19	685	92A- 715-69
542	92A- 729-31	590	92A- 729-79	638	92A- 715-20	686	92A- 715-70
543	92A- 729-32	591	92A- 729-80	639	92A- 715-21	687	92A- 715-71
544	92A- 729-33	592	92A- 729-81	640	92A- 715-22	688	92A- 715-72
545	92A- 729-34	593	92A- 729-82	641	92A- 715-23	689	92A- 715-73
546	92A- 729-35	594	92A- 729-83	642	92A- 715-24	690	92A- 715-74
547	92A- 729-36	595	92A- 729-84	643	92A- 715-25	691	92A- 715-75
548	92A- 729-37	596	92A- 729-85	644	92A- 715-26	692	92A- 715-76
549	92A- 729-38	597	92A- 729-86	645	92A- 715-27	693	92A- 715-77
550	92A- 729-39	598	92A- 729-87	646	92A- 715-28	694	92A- 715-78
551	92A- 729-40	599	92A- 729-88	647	92A- 715-29	695	92A- 715-79
552	92A- 729-41	600	92A- 729-89	648	92A- 715-30	696	92A- 715-80
553	92A- 729-42	601	92A- 729-90	649	92A- 715-31	697	92A- 715-81
554	92A- 729-43	602	92A- 729-91	650	92A- 715-32	698	92A- 715-82
555	92A- 729-44	603	92A- 729-92	651	92A- 715-33	699	92A- 715-83
556	92A- 729-45	604	92A- 729-93	652	92A- 715-34	700	92A- 715-84
557	92A- 729-46	605	92A- 729-94	653	92A- 715-35	701	92A- 715-85
558	92A- 729-47	606	92A- 729-95	654	92A- 715-36	702	92A- 715-86
559	92A- 729-48	607	92A- 729-96	655	92A- 715-37	703	92A- 715-87
560	92A- 729-49	608	92A- 729-97	656	92A- 715-38	704	92A- 715-88
561	92A- 729-50	609	92A- 729-98	657	92A- 715-40	705	92A- 715-89
562	92A- 729-51	610	92A- 729-99	658	92A- 715-41	706	92A- 715-90
563	92A- 729-52	611	92A- 729-100	659	92A- 715-42	707	92A- 715-91
564	92A- 729-53	612	92A- 729-101	660	92A- 715-43	708	92A- 715-92
565	92A- 729-54	613	92A- 729-102	661	92A- 715-44	709	92A- 715-93
566	92A- 729-55	614	92A- 729-103	662	92A- 715-45	710	92A- 715-94
567	92A- 729-56	615	92A- 729-104	663	92A- 715-46	711	92A- 715-95
568	92A- 729-57	616	92A- 729-105	664	92A- 715-47	712	92A- 715-96
569	92A- 729-58	617	92A- 729-106	665	92A- 715-48	713	92A- 715-97
570	92A- 729-59	618	92A- 729-107	666	92A- 715-49	714	92A- 715-98
571	92A- 729-60	619	92A- 715-1	667	92A- 715-50	715	92A- 715-99
572	92A- 729-61	620	92A- 715-2	668	92A- 715-51	716	92A- 715-100
573	92A- 729-62	621	92A- 715-3	669	92A- 715-52	717	92A- 715-101
574	92A- 729-63	622	92A- 715-4	670	92A- 715-53	718	92A- 715-102
575	92A- 729-64	623	92A- 715-5	671	92A- 715-54	719	92A- 715-103
576	92A- 729-65	624	92A- 715-6	672	92A- 715-55	720	92A- 715-104
577	92A- 729-66	625	92A- 715-7	673	92A- 715-56	721	92A- 715-105
578	92A- 729-67	626	92A- 715-8	674	92A- 715-57	722	92A- 715-106
579	92A- 729-68	627	92A- 715-9	675	92A- 715-58	723	92A- 715-107
580	92A- 729-69	628	92A- 715-10	676	92A- 715-59	724	92A- 715-108

ASSESSMENT DIAGRAM
LANDSCAPING AND LIGHTING DISTRICT NO. 11

CITY OF NEWARK
DEVELOPMENT SERVICES

(d:\pm\l\l11b.pm5)

L&L Parcel	APN No.	L&L Parcel	APN No.	L&L Parcel	APN No.	L&L Parcel	APN No.
725	92A- 716-1	773	92A- 716-51	821	92A- 716-100	869	92A- 713-13
726	92A- 716-2	774	92A- 716-52	822	92A- 716-101	870	92A- 713-14
727	92A- 716-3	775	92A- 716-53	823	92A- 716-102	871	92A- 713-15
728	92A- 716-4	776	92A- 716-54	824	92A- 716-103	872	92A- 713-16
729	92A- 716-5	777	92A- 716-55	825	92A- 716-104	873	92A- 713-17
730	92A- 716-6	778	92A- 716-56	826	92A- 716-105	874	92A- 713-18
731	92A- 716-7	779	92A- 716-57	827	92A- 716-106	875	92A- 713-19
732	92A- 716-8	780	92A- 716-58	828	92A- 716-107	876	92A- 713-20
733	92A- 716-9	781	92A- 716-59	829	92A- 716-108	877	92A- 713-21
734	92A- 716-10	782	92A- 716-60	830	92A- 716-109	878	92A- 713-22
735	92A- 716-11	783	92A- 716-61	831	92A- 716-110	879	92A- 713-23
736	92A- 716-12	784	92A- 716-62	832	92A- 716-111	880	92A- 713-24
737	92A- 716-13	785	92A- 716-63-2	833	92A- 716-112	881	92A- 713-25
738	92A- 716-14	786	92A- 716-64-1	834	92A- 716-113	882	92A- 713-26
739	92A- 716-15	787	92A- 716-65	835	92A- 716-114	883	92A- 713-27
740	92A- 716-16	788	92A- 716-66	836	92A- 716-115	884	92A- 713-28
741	92A- 716-17	789	92A- 716-67	837	92A- 716-116	885	92A- 713-29
742	92A- 716-18	790	92A- 716-68	838	92A- 716-117	886	92A- 713-30
743	92A- 716-19	791	92A- 716-69	839	92A- 716-118	887	92A- 713-31
744	92A- 716-20	792	92A- 716-71	840	92A- 716-119	888	92A- 713-32
745	92A- 716-21	793	92A- 716-72	841	92A- 716-120	889	92A- 713-33
746	92A- 716-22	794	92A- 716-73	842	92A- 716-121	890	92A- 713-34
747	92A- 716-24	795	92A- 716-74	843	92A- 716-122	891	92A- 713-35
748	92A- 716-25	796	92A- 716-75	844	92A- 716-123	892	92A- 713-36
749	92A- 716-26	797	92A- 716-76	845	92A- 716-124	893	92A- 713-37
750	92A- 716-28	798	92A- 716-77	846	92A- 716-125	894	92A- 713-38
751	92A- 716-29	799	92A- 716-78	847	92A- 716-126	895	92A- 713-39
752	92A- 716-30	800	92A- 716-79	848	92A- 716-127	896	92A- 713-40
753	92A- 716-31	801	92A- 716-80	849	92A- 716-128	897	92A- 713-41
754	92A- 716-32	802	92A- 716-81	850	92A- 716-129	898	92A- 713-42
755	92A- 716-33	803	92A- 716-82	851	92A- 716-130	899	92A- 713-43
756	92A- 716-34	804	92A- 716-83	852	92A- 716-131	900	92A- 713-44
757	92A- 716-35	805	92A- 716-84	853	92A- 716-132	901	92A- 713-45
758	92A- 716-36	806	92A- 716-85	854	92A- 716-133	902	92A- 713-46
759	92A- 716-37	807	92A- 716-86	855	92A- 716-134	903	92A- 713-47
760	92A- 716-38	808	92A- 716-87	856	92A- 716-135	904	92A- 713-48
761	92A- 716-39	809	92A- 716-88	857	92A- 713-1	905	92A- 713-49
762	92A- 716-40	810	92A- 716-89	858	92A- 713-2	906	92A- 713-50
763	92A- 716-41	811	92A- 716-90	859	92A- 713-3	907	92A- 713-51
764	92A- 716-42	812	92A- 716-91	860	92A- 713-4	908	92A- 713-52
765	92A- 716-43	813	92A- 716-92	861	92A- 713-5	909	92A- 713-53
766	92A- 716-44	814	92A- 716-93	862	92A- 713-6	910	92A- 712-2
767	92A- 716-45	815	92A- 716-94	863	92A- 713-7	911	92A- 712-3
768	92A- 716-46	816	92A- 716-95	864	92A- 713-8	912	92A- 712-4
769	92A- 716-47	817	92A- 716-96	865	92A- 713-9	913	92A- 712-5
770	92A- 716-48	818	92A- 716-97	866	92A- 713-10	914	92A- 712-6
771	92A- 716-49	819	92A- 716-98	867	92A- 713-11	915	92A- 712-7
772	92A- 716-50	820	92A- 716-99	868	92A- 713-12	916	92A- 712-8

L&L Parcel	APN No.	L&L Parcel	APN No.	L&L Parcel	APN No.	L&L Parcel	APN No.
917	92A-712-9	965	92A-712-57	1013	92A-718-11	1061	92A-718-60
918	92A-712-10	966	92A-712-58	1014	92A-718-12	1062	92A-718-61
919	92A-712-11	967	92A-712-59	1015	92A-718-13	1063	92A-718-62
920	92A-712-12	968	92A-712-60	1016	92A-718-14	1064	92A-718-63
921	92A-712-13	969	92A-712-61	1017	92A-718-15	1065	92A-718-64
922	92A-712-14	970	92A-712-62	1018	92A-718-16	1066	92A-718-65
923	92A-712-15	971	92A-712-63	1019	92A-718-17	1067	92A-718-66
924	92A-712-16	972	92A-712-64	1020	92A-718-18	1068	92A-718-67
925	92A-712-17	973	92A-712-65	1021	92A-718-19	1069	92A-718-68
926	92A-712-18	974	92A-712-66	1022	92A-718-20	1070	92A-718-69
927	92A-712-19	975	92A-712-67	1023	92A-718-21	1071	92A-718-70
928	92A-712-20	976	92A-712-68	1024	92A-718-22	1072	92A-718-71
929	92A-712-21	977	92A-712-69	1025	92A-718-23	1073	92A-718-72
930	92A-712-22	978	92A-712-70	1026	92A-718-24	1074	92A-718-73
931	92A-712-23	979	92A-712-71	1027	92A-718-25	1075	92A-718-74
932	92A-712-24	980	92A-712-72	1028	92A-718-26	1076	92A-718-75
933	92A-712-25	981	92A-712-73	1029	92A-718-27	1077	92A-718-76
934	92A-712-26	982	92A-712-74	1030	92A-718-28	1078	92A-718-77
935	92A-712-27	983	92A-712-75	1031	92A-718-29	1079	92A-718-78
936	92A-712-28	984	92A-712-76	1032	92A-718-30	1080	92A-718-79
937	92A-712-29	985	92A-712-77	1033	92A-718-31	1081	92A-718-80
938	92A-712-30	986	92A-712-78	1034	92A-718-32	1082	92A-2590-1
939	92A-712-31	987	92A-712-79	1035	92A-718-33	1083	92A-2590-2
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941	92A-712-33	989	92A-717-2	1037	92A-718-35	1085	92A-2590-5
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943	92A-712-35	991	92A-717-4	1039	92A-718-37	1087	92A-2590-7
944	92A-712-36	992	92A-717-5	1040	92A-718-38	1088	92A-2590-8
945	92A-712-37	993	92A-717-6	1041	92A-718-39	1089	92A-2590-9
946	92A-712-38	994	92A-717-7	1042	92A-718-40	1090	92A-2590-10
947	92A-712-39	995	92A-717-8	1043	92A-718-41	1091	92A-2590-11
948	92A-712-40	996	92A-717-9	1044	92A-718-42	1092	92A-2590-12
949	92A-712-41	997	92A-717-10	1045	92A-718-43	1093	92A-2590-13
950	92A-712-42	998	92A-717-11	1046	92A-718-44	1094	92A-2590-14
951	92A-712-43	999	92A-717-13	1047	92A-718-45	1095	92A-2590-15
952	92A-712-44	1000	92A-717-14	1048	92A-718-46	1096	92A-2590-16
953	92A-712-45	1001	92A-717-15	1049	92A-718-47	1097	92A-2590-17
954	92A-712-46	1002	92A-717-16	1050	92A-718-48	1098	92A-2590-18
955	92A-712-47	1003	92A-718-1	1051	92A-718-49	1099	92A-2590-19
956	92A-712-48	1004	92A-718-2	1052	92A-718-50	1100	92A-2590-20
957	92A-712-49	1005	92A-718-3	1053	92A-718-51	1101	92A-2590-21
958	92A-712-50	1006	92A-718-4	1054	92A-718-52	1102	92A-2590-22
959	92A-712-51	1007	92A-718-5	1055	92A-718-53	1103	92A-2590-23
960	92A-712-52	1008	92A-718-6	1056	92A-718-54	1104	92A-2590-24
961	92A-712-53	1009	92A-718-7	1057	92A-718-55	1105	92A-2590-25
962	92A-712-54	1010	92A-718-8	1058	92A-718-56	1106	92A-2590-26
963	92A-712-55	1011	92A-718-9	1059	92A-718-57	1107	92A-2590-27
964	92A-712-56	1012	92A-718-10	1060	92A-718-59	1108	92A-2590-28

L&L Parcel	APN No.
1109	92A-2590-29
1110	92A-2590-30
1111	92A-2590-31
1112	92A-2590-32
1113	92A-2590-33
1114	92A-2590-34
1115	92A-2590-35
1116	92A-2590-36
1117	92A-2590-37
1118	92A-2590-38
1119	92A-2590-39
1120	92A-2590-40
1121	92A-2590-41
1122	92A-2590-42
1123	92A-2590-43
1124	92A-2590-44
1125	92A-2590-45
1126	92A-2590-46
1127	92A-2590-47

STAFF REPORT

Item E. 3.

DATE	06/23/2022
TO	Honorable Mayor and City Council Members
FROM	Krysten Lee, Finance Director
SUBJECT	Adopt a resolution approving the 2022-2024 Biennial Budget and Capital Improvement Plan

RECOMMENDATION

Staff recommends that the City Council, by resolution, adopt the 2022-2024 Biennial Budget and Capital Improvement Plan for the City of Newark for FY 2023 and FY 2024 and provide for the post-auditing of paid demands certified or approved as confirming such approved budget.

EXECUTIVE SUMMARY

Staff is submitting the 2022-2024 Biennial Budget and Capital Improvement Plan to the City Council for adoption. The attached 2022-2024 Biennial Budget and Capital Improvement Plan includes the action plan objectives to be accomplished during the upcoming fiscal years and was prepared pursuant to the City Council's strategic priorities and aligns with the City's five-year financial forecast.

BACKGROUND

The City maintains fiscally prudent budgeting practices of balancing ongoing expenditures with ongoing revenues and adopting balanced operating budgets. The budget planning process is the primary tool used in identifying the City department's goals and allocating financial resources necessary to achieve them. Accordingly, the budget process includes early City Council involvement in setting major policy goals and priorities as articulated in this document. Each department is responsible for reviewing service level needs, establishing priorities, and developing a budget plan. The 2022-2024 Biennial Budget and Capital Improvement Plan have been discussed at several Council Meetings and is the product of City Council and Staff's collective efforts to produce the spending plan for FY 2023 and FY 2024.

DISCUSSION/ANALYSIS

The 2022-2024 Biennial Budget and Capital Improvement Plan have been discussed at several Council meetings. Those meetings included the following:

• On March 10, a budget work session was presented to Council where various items were discussed. These items included the pandemic's impact on the budget, economic trends and inflation, financial updates and the five-year forecast, department priorities,

CalPERS, and the budget process; and

• On May 19, staff presented an overview of the FY 2023 and FY 2024 CIP to City Council and the City Council adopted resolutions approving the 2022-2024 Capital Improvement Plan with project funding recommendations. The resolutions were final approval for the 2022-2024 CIP for final adoption with the Biennial Budget; and

• On May 26, staff presented to the Council a draft 2022-2024 Biennial Budget without the CIP.

The attached 2022-2024 Biennial Budget and CIP incorporates City Council direction provided throughout the process described above.

The proposed resolution adopting the 2022-2024 Biennial Budget and Capital Improvement Plan provides for expenditures by specific appropriations.

FISCAL IMPACT

The City's spending plan for FY 2023 and FY 2024 is detailed in the 2022-2024 Biennial Budget and Capital Improvement Plan for each department and capital project. Subsequent changes to the adopted budget, as a result of unanticipated events, will be presented separately as budget amendments for City Council approval.

REVIEW AND APPROVAL

Prepared by – Krysten Lee, Finance Director
Reviewed by – Kristopher J. Kokotaylo, City Attorney
Approved by – David J. Benoun, City Manager

Attachments

Resolution Biennial Budget
2022-2024 Biennial Budget FINAL

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AND ADOPTING A BUDGET AND A CAPITAL IMPROVEMENT PLAN FOR THE CITY OF NEWARK FOR FISCAL YEARS 2023 AND 2024 AND PROVIDING FOR THE POST-AUDITING OF PAID DEMANDS CERTIFIED OR APPROVED AS CONFORMING TO SUCH APPROVED BUDGET

WHEREAS, the City Council of the City of Newark desires to establish a Biennial Budget and Capital Improvement Plan of the City of Newark for Fiscal Years 2023 and 2024; and

WHEREAS, the City Council has reviewed and considered the Biennial Budget and Capital Improvement Plan and has received input from the public; and

WHEREAS, the City Council adopted resolutions providing final approval of the 2022-2024 Capital Improvement Plan with project funding recommendations for final adoption with the Biennial Budget; and

WHEREAS, the City Manager has prepared a balanced budget which provides for organizational adjustments and allocation of resources in a manner which aligns with available resources; and

WHEREAS, the City Council is required to adopt a budget before the Fiscal Year begins on July 1, 2022.

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

Section 1. The City of Newark, California, Biennial Budget 2022-2024 and Capital Improvement Plan for Fiscal Years 2023 and 2024, a copy of which is attached hereto and made a part hereof, and which is designated as Exhibit "A," is hereby adopted and approved.

Section 2. Pursuant to Sections 37201 and 37202 of the Government Code of the State of California, demands against the City for money or damages shall be audited by the Finance Director and thereafter submitted to this City Council for approval or rejection prior to payment, either separately or in a register of audited demands, and shall have attached thereto an affidavit or certificate of the Finance Director certifying as to the accuracy of the demands and the availability of funds for payment thereof; provided, however, that pursuant to Sections 37207 and 37208 of the California Government Code properly approved and certified payroll warrants need not be audited by this City Council prior to payment when such payrolls are included in the register of audited

demands presented to this City Council at the first meeting after delivery of such warrants; and provided further, however, that pursuant to Section 37208 of the Government Code of the State of California, warrants may be drawn and delivered in payment of demands certified or approved by the Finance Director as conforming to the detailed authorized expenditures set forth in that certain document entitled "City of Newark, California, Biennial Budget 2022-2024 and Capital Improvement Plan," a copy of which is on file in the Office of the City Clerk and which is hereby approved and adopted, even though such demands and warrants have not been audited by this City Council prior to payment, so long as such budgeted paid demands are presented to this City Council for ratification and approval in the register of audited demands presented at the first meeting after delivery of such warrants.

Section 3. Within any specific appropriation set forth in Exhibit A, the "City of Newark, California, Biennial Budget 2022-2024 and Capital Improvement Plan," sums may be transferred from one activity to another upon approval by the City Manager, and thereafter payments may be made in accordance with the procedures set forth in the preceding Section 2.

Section 4. The Finance Director and the Accounting Manager are hereby authorized to cause to be transferred, at such times as are appropriate, those amounts designed as transfers in the budget, in consideration of the balances of funds affected and the fact of services furnished or expenses incurred.

NEWARK
california

BIENNIAL

2023-2024



City of Newark, California

Biennial Budget
& Capital Improvement Plan

NEWARK
california

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Alan L. Nagy

Mayor

Michael K. Hannon

Vice Mayor





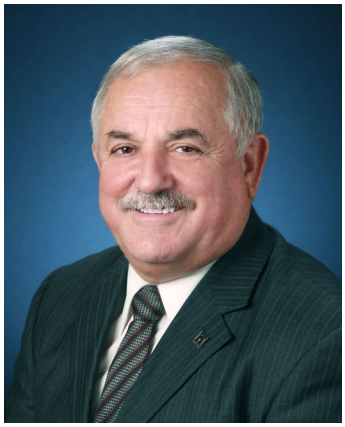
Maria “Sucy” Collazo

Council Member

Mike Bucci

Council Member





Luis L. Freitas

Council Member

EXECUTIVE TEAM

CITY MANAGER

David Benoun

ASSISTANT CITY MANAGER

Lenka Hovorka

COMMUNITY DEVELOPMENT DIRECTOR

Steven Turner

FINANCE DIRECTOR

Krysten Lee

FIRE CHIEF

William McDonald

POLICE CHIEF

Gina Anderson

PUBLIC WORKS DIRECTOR

Soren Fajeau

HUMAN RESOURCES DIRECTOR

Jennifer Solito

ORGANIZATION CHART

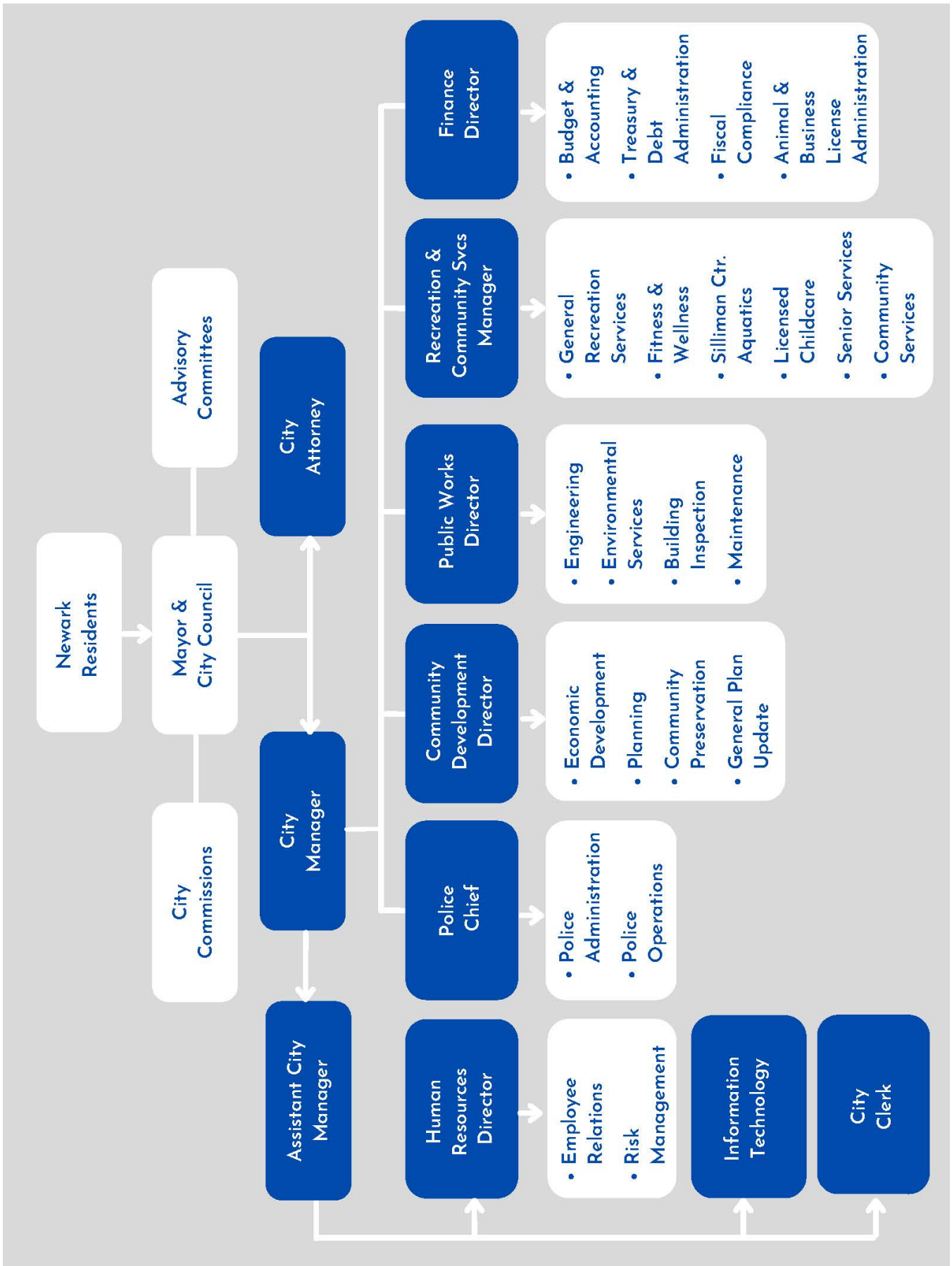


TABLE OF CONTENTS

Introduction

City Council Members i
City Staff & Executive Team ii
City Organization Chart iii
Table of Contents ..... v-x
Mission Statement & Core Values 1-3
City Manager Transmittal Letter 4-8

Budget Overview

Biennial Budget 9-10
Basis of Budgeting 11
Budget Cycle 12

Five Year Forecast

Five Year Forecast Overview 13
Critical Issues and Strategies 14-17
Other Budget and Financial Issues 18-23
Economic and Financial Forecast 24-37
Five Year Forecast 38
Development Forecast 39-44

Budget Structure

General Fund and Cost Centers 45-46
How To Read the Budget Summary 48-49
Budget Structure 50
Account Code Descriptions 51

TABLE OF CONTENTS

Summary Tables, Charts & Graphs

Historical Fund Balances 52

Revenue

Summary of Budget Revenues 53-55

Revenue Graphs 56-57

Summary of Budget Revenues by General and Cost Center Funds FY 2023 58-59

Summary of Budget Revenues by General and Cost Center Funds FY 2024 60-61

Expenditures

Expenditures Graphs 62-63

Summary of Budgeted Expenditures 64-67

5 years Revenue 68

5 years Expenditures 69

Summary Cost Center Fund Revenue & Expenditures 70-71

Personnel

Authorized & Funded Full-Time and Regular Part-Time Position & Full-Time Equivalents/Contractual 72-75

Breakdown of Full-Time Equivalents (Part-time Seasonal & Temporary) 76-77

General Fund

Department Mission Statements and Key Objectives 79

General Government / Management & Support Services Summary 80

General Government

10.010.100 Mayor-Council 81

13.013.130 City Clerk 82

15.015.150 City Attorney 83

TABLE OF CONTENTS

Management Support Services

20.020.200 City Manager's Office 84

Department Mission Statements and Key Objectives 85

21.021.210 Information Technology Department 86

Department Mission Statements and Key Objectives 87

22.022.220 Human Resources Services 88

Department Mission Statements and Key Objectives 89

80.080.800 Finance Department 90

Economic Development and Library

Department Mission Statements and Key Objectives 91

Economic Development and Library Summary 92

50.051.510 Economic Development 93

27.027.270 Library Support 94

Police Services

Department Mission Statements and Key Objectives 95-99

Police Service Summary 100

30.030.300 Police Administration 101

30.030.301 School Crossing Guards 102

30.030.302 Animal Control 103

30.031.310 Patrol 104

30.032.320 Investigations 105

30.033.330 Records & Communications 106

30.034.340 Police Reserves and Explorer Program 107

Fire Services

Department Mission Statements and Key Objectives 108

Fire Service Summary 109

40.040/40.041.400 Emergency Services and Fire, Life, and Environmental Protection 110

Cost Centers

Development Cost Center Fund

Department Mission Statements and Key Objectives 112

Development Cost Center Fund Summary 113

Community Development

50.052.520 Planning 114

50.053.530 Community Preservation 115

50.054.540 Community Development General Plan 116

50.059.590 Community Development Grants/Pass Through 117

Public Works

60.061.611 Engineering 118

60.062.620 Building Inspection 119

Recreation & Community Service Cost Center Fund

Department Mission Statements and Key Objectives 121-122

Recreation & Community Services Cost Center Fund Summary 123

Recreation & Community Services

70.071.710 General Recreation Services 124

70.072.720 Youth/Adult Sports, Fitness & Wellness 125

70.073.730 George M. Silliman Activity & Family Aquatic Center 126

70.074.740 Community Center Licensed Child Care 127

70.075.750 Senior Services 128

70.075.755 Paratransit Services – Measure B/BB 129

70.076.760 Grants/Pass Through 130

TABLE OF CONTENTS

Maintenance Cost Center Fund

Department Mission Statements and Key Objectives 132-134

Maintenance Cost Center Fund Summary 135

Public Works

60.063.631 Waste Management 136

60.063.632 Storm Drains 137

60.064.641 Weed Abatement 138

60.064.612 Street Lighting & Traffic Signals 139

60.064.642 Street Repairs 140

60.068.682 Landscape & Lighting Districts 141

60.064.643 Park & Landscape Maintenance 142

Capital Funds

Capital Funds Summary 144

Capital Projects

90.091.910 Street Construction 145

90.092.920 Housing Community Development (HCD) 146

90.093.930 Park Construction 147

90.094.940 Capital Improvements 148

Internal Service Funds

Internal Service Funds Summary 150

Capital Outlay

87.701.800 Equipment Replacement 151

General

87.705.800 Office Support Services 152

Insurance

87.707.200 Workers' Compensation Self-Insurance 153

87.706.150 Public Liability Self-Insurance 154

TABLE OF CONTENTS

Maintenance

87.703.671 Equipment Maintenance 155

87.704.672 Civic Center & City Facilities Building Maintenance 156

87.704.673 Community Activity Center Maintenance 157

87.704.674 Police Building Maintenance 158

87.704.675 Library Building Maintenance 159

Capital Improvement Plan (CIP) 160-174

Capital Improvement Plan Project Descriptions 175-251

Glossary 252-259

MISSION STATEMENT & CORE VALUES

The City of Newark's Vision, Mission, Culture, and Values Statements were created in a strategic planning process that involved the City Council, the Executive Team, and the employees. These statements are designed to align us to a clear purpose and inspire us to do our best for all citizens. All of the City's policies and resources are dedicated to realizing our Vision and Mission.

Vision

We see a place where it is safe to live, to play, and to raise children.

We see a place where diverse and energetic people strive to live in harmony.

We see a place that cherishes small town values and also enjoys being progressive.

We see a place where educational programs are available and first-rate.

We see a place where cultural and recreational opportunities are plentiful and spiritually enriching.

We see a place with residents filled with civic pride, social concerns, and community involvement.

We see a place with tree-lined streets and open green parks.

We see a place where the economy is strong and vital and provides jobs.

We see a place where government is stable, accessible, and responsive.

We see a place that is well-planned, well-managed, and well-maintained.

Mission

It is our mission to provide the quality of services that meets the highest expectations of all those whom we serve in Newark.

Culture

Newark is a community-driven, customer-focused organization which values fiscal independence, fosters a competitive spirit, and works together as a team to achieve community goals. These comprise our organizational culture.

Community Driven and Customer-Focused

- We are more than a service organization. We strive to provide excellent services by involving the community.
- Our citizens are the owners of our corporation. They are our customers and our stakeholders. They are the reason we exist.
- We strive to assure that our efforts are guided by long-term goals rather than by short-term objectives.

Fiscal Independence

- We assure that we have the necessary resources to meet community needs.
- We develop resources through aggressive economic development that attracts and retains businesses; this is the lifeline of our community.
- We invest and allocate resources wisely to maximize our ability to provide community services.

Competitive Spirit

- We are committed to achieving the vision, mission, and goals of our City.
- We set our own standards and expectations that we assertively and creatively are determined to achieve.
- We see our goals as personal and professional challenges towards which we focus our energies.

Team Approach

- We enhance the potential for achievement of City goals by working together as a team, drawing upon the talents and abilities of all members of the organization, the City Council, Commissioners, staff members and volunteers.
- We develop strength and commitment within the organization by building trust, mutual respect, and appreciation for all members of the City family.
- We develop partnerships in the community with the Newark Unified School District, the Chamber of Commerce, homeowners groups, neighborhoods, nonprofit organizations, and citizens to build alliances and common understanding.

MISSION STATEMENT & CORE VALUES

Values

We, the employees of the City of Newark, take PRIDE in our work and this community. The trust the community places in us is of the utmost importance. In the daily course of our work and in the planning of this community we value:

P **Personal Service.** Each of us will take personal responsibility for being responsive to the needs of the community and our organization. Personal Service means being fully accountable for our actions.

R **Responsibility.** We will manage our resources in the most efficient way possible, seeking the greatest value for the community.

I **Integrity.** We will be open, honest, courteous, ethical, and professional in all interactions

D **Diversity.** The diversity of this community and our organization is a strength. We will recognize and respect this strength. We will use this strength to build dynamic teams to benefit and enrich the community and our organization.

E **Empowerment.** We will support each other in creating an environment that fosters ingenuity, self-confidence, motivation, and success.

We are Newark and
We are proud of who we are.

City Manager's Budget Message

Honorable Mayor and City Councilmembers,

We are particularly proud of the City's efforts to minimize adverse impacts that the COVID-19 pandemic would cause on our municipal budget. Two years ago, we had feared substantial multi-million dollar deficits would ensue for each fiscal year of the 2020-2022 biennial budget as a result of what was perceived as then-rapidly declining revenue (particularly in Utility Users Tax, Transient Occupancy Tax, and Charges for Services); however, despite those projections, we operated at a small surplus in FY 2021 and we anticipate a modest surplus of around $2.6 million in FY 2022 before transfers. These surpluses were the result of substantial reductions of expenditures, including a hiring freeze of non-essential positions, an overall reduction in third-party consultants and travel and training, and suspension of various programming and services.

The City's fiscal position is certainly much stronger today than it was at this time two years ago at the onset of the pandemic and when we were planning for the 2020-2022 biennial budget. As explained below, the continued expansion of the economy, coupled with Federal funding, has allowed us to restore several positions as well as restore services and programming at a level the public was accustomed to prior to the pandemic.

Increased Revenue for Property Tax, Sales Tax, and Transient Occupancy Tax

We have reached the point where we remain comfortable in increasing revenue projections to reflect continued economic growth in our area, including increased revenues for Property Tax, Sales Tax, and Transient Occupancy Tax.

Property Tax not only continues to serve as a stable and reliable source of revenue, but also continues to increase as a result of the substantial construction that Newark continues to experience. A ten-year look back is illustrative of increased Property Tax. In FY 2013 the City received $12.6 million in Property Tax; however, in FY 2022 we anticipate receiving $26.0 million. In fact, for the second straight year, Newark observed the second largest increase in Property Tax revenue among cities in Alameda County.

As for Sales Tax, while the State always retains authority to modify online purchases relating to online pools and while large retailers may change their reporting practices in a manner that could adversely impact sales tax to Newark, Sales Tax is estimated to continue to contribute over $14.7 million (Bradley Burns) and $5.7 million (Measure GG) general fund revenue and reflect a total of 30% of the City's revenue.

Finally, although Transient Occupancy Tax ("TOT") continues to be far below pre-pandemic levels (staff was projecting $5.2 million in FY 2020), we anticipate receiving $3.8 million in FY 2023, which is more than what we received during the pandemic. Staff anticipates these numbers improving in this budget cycle as large Silicon Valley businesses reopen and the economy in

general continues to expand, albeit we do not anticipate a return to pre-pandemic levels by FY 2024.

Slower Recovery for City Charges for Services

We have observed a slower than anticipated return for revenue related to Charges for Services, which is due to the slower than expected reopening of recreational amenities, including use of our Silliman Activity Center, facility rentals, childcare, and recreation classes.

In addition, development activity is steady and continued movement with new development and growth in the area. There are four notable projects currently in the entitlement phase, including a Hyatt House Hotel and residential projects containing townhomes and duplexes. An important component of building an inclusive community is to provide affordable housing opportunities within Newark. The City has also applied for State of California Homekey Grant funds, which, if granted, would help fund the acquisition and conversion of the Newark Towne Place Suites extended-stay hotel to 125 units of affordable housing. Several additional notable projects are further discussed in the Development Forecast section.

In addition to the increased tax revenue (and despite slower growth on charges for services), Newark's finances continue to be stable as a result of two additional resources: (1) Federal relief provided to the City; and (2) a continuation of the Utility Users Tax, both of which are explained below.

American Rescue Plan Act ("ARPA")

In March of 2021, the Federal Government enacted ARPA legislation, a $1.9 trillion relief package aimed to stimulate the economy, including providing $350 billion in relief funding to State and local governments. The City of Newark was allocated $11.8 million and received the first tranche last July and we anticipate receiving the second tranche this summer.

Under Federal law, these monies can be used to achieve a variety of objectives, including supporting public health expenditures, addressing negative economic impacts caused by the public health emergency, replacing lost public sector revenue, and improvements related to broadband infrastructure.

Last fall the Council held public work sessions to discuss the use of Newark's ARPA allocation and ultimately adopted the City of Newark ARPA Recovery Plan, allocating $4,857,000 (approximately 41%) towards restoring the budget and $6,943,000 (approximately 61%) towards various special projects and programs, including exceptional small business grants, broadband infrastructure improvements for the public, restarting the Chamber of Commerce, financial assistance to Old Town businesses, non-profit grants, scholarships for our recreation services, and affordable housing projects, among others.

The restoration of the budget component is primarily being used to fund critical positions, including Accountant, Aquatic Activity Specialist, Community Preservation Manager, 2 General Laborers, Human Resources Technician, Plan Check Engineer, and Senior Engineer. ARPA funding will pay for these positions through the end of calendar year 2024, at which point they will need to be absorbed by the City's General Fund.

Utility User Tax ("UUT")

During the last budget cycle, Newark voters approved Measure PP, an extension of the Utility User Tax ("UUT") that was originally approved by Newark voters back in 2010. This tax applies to gas, electric, phone, and cable services, with exemptions for seniors and low-income households. The tax rate is 3.25% and generates $3.3 million, which reflects approximately 5% of the City's revenues.

Measure PP was passed overwhelmingly by Newark voters, by almost 72%. This critical source of revenue continues to fund general operating expenditures, such as Public Safety, Recreation Programs, and Streets Maintenance.

Civic Center Completion / Measure GG

Finally, we would be remiss if we failed to mention the Civic Center project – the largest Capital Improvement Project in Newark's history – was completed on time *and within budget*. The project was budgeted for $88.7 million and although we are finalizing the last of our expenditures, we anticipate we will be within budget by more than $4.0 million. This new Civic Center, which includes a new City Hall, Police Station, and Library, will serve the public for years to come.

Funding for these facilities was made possible by Measure GG – a one-half cent sales tax increase that was adopted by Newark voters in November of 2016 that will expire in 2042. In 2019, the City Council borrowed from this revenue stream by issuing bonds. Revenue from Measure GG continues to exceed the required bond payments. Measure GG funds have been designated for Civic Center debt service payments and project costs. Staff projects by the end of FY 2024 there will be excess in fund balance. The use of these funds is a policy decision for the Council as Measure GG is a general tax, meaning revenue deriving therefrom can be used for any legitimate government purpose.

Summary of 2022-2024 Biennial Budget and Capital Improvement Plan

In summary, the attached budget includes total operating revenue projections of $69.0 million for FY 2023 and $71.6 million for FY 2024. The operating expenditures for FY 2023 are $64.0M and $65.6M for FY 2024.

FY 2023 projected revenue of $69.0 million is largely comprised of Property Tax ($27.3 million), Sales Tax ($14.5 million), Licenses, Permits, and Fees ($10.0 million), and Measure GG ($6.0 million). The remaining balance of revenues come from Transient Occupancy Tax ($3.8 million), Utility Users Tax ($3.3 million), Other Taxes ($2.0 million), and Other Revenues ($2.1 million). Personnel Expenditures of $34.4 million make up 54% of the total operating expenditures, with the balance coming from the ACFD Fire Contract ($11.8 million), and Non-Personnel Expenditures ($17.7 million).

Similar to FY 2023, the projected revenue of $71.6 million is largely comprised of Property Tax ($28.9 million), Sales Tax ($14.9 million), Licenses, Permits, and Fees ($10.2 million), and Measure GG ($6.1 million). The remaining balance of revenues come from Transient Occupancy Tax ($3.9 million), Utility Users Tax ($3.3 million), Other Taxes ($2.1 million), and Other Revenues ($2.1 million). Personnel Expenditures of $35.2 million make up 54% of the total FY2024 operating expenditures, with the balance coming from the ACFD Fire Contract ($12.7 million), and Non-Personnel Expenditures ($17.7 million).

In FY 2023, the Capital Improvement Plan will fund $11.4 million in projects, including ongoing street maintenance programs and maintenance of existing city facilities. Projects funded in FY 2023 include traffic signal coordination projects on three of the City's primary corridors and park improvement projects at Jerry Raber Ash Street Park and Mel Nunes Sportsfield Park. In FY 2024, the Capital Improvement Plan will fund an additional $4.3 million in projects, primarily composed of annual street maintenance programs. The Capital Improvement Plan also includes projects that were previously funded but have not yet been completed. Staff acknowledges that there is a large number of projects on this list; however, it should be noted that several of the projects are annual roadway maintenance projects that, by their nature, appear on this list each budget cycle. In addition, a number of these projects have been completed but still have a minimal amount of funds remaining due to withholding of retention or because they are in the process of being closed out. Staff also recognizes that there is a significant amount of building maintenance and city facility projects on the list. Staff will soon initiate a multi-department operational evaluation that is anticipated to help address a number of projects that have not yet been completed. This could potentially include one or more positions to help facilitate completion of these projects.

ACKNOWLEDGMENTS

The preparation of the 2022-2024 Biennial Budget and Capital Improvement Plan is the result of a team effort by City Staff. Finance Department staff led an extraordinary effort that begins months in advance of producing this final document. Each department is responsible for reviewing service level needs, establishing priorities, and developing a budget plan that meets those needs with our new fiscal budget capabilities.

We also want to acknowledge the efforts of the Executive Team for their important role in balancing the needs and interests of our community with conservative budget practices.

Finally, we remain grateful for the insight and direction provided by the City Council during the development of this budget, and we value the spirit of cooperation that exists between the City Council, City staff, and the public whom we all serve.

Respectfully submitted,

David J. Benoun	Lenka Hovorka	Krysten Lee
City Manager	Assistant City Manager	Finance Director

TWO-YEAR BUDGET

In 1999, City Council directed City staff to transition from an annual to a biennial budget cycle beginning with fiscal years 2001 and 2002. This change affected the preparation of the Budget, Capital Improvement Plan, and the Five-Year Forecast documents.

There are a number of advantages in a multi-year budgeting approach. First, the City has made a strong commitment to closely tie specific short- and long-term goals directly to the budget. The City views the budget planning process as the primary tool used in identifying the most important things to accomplish and then ensuring that the budget allocates the resources necessary to achieve them. Accordingly, the budget process includes early City Council involvement in setting major policy goals and priorities as articulated in this document. Many of the City's Strategies and Action Items do not fit into one-year increments. A multi-year approach is more conducive to setting meaningful objectives with realistic timeframes for completing them.

A multi-year approach also strengthens fiscal year control by providing for more orderly spending patterns for departments in managing their operating budgets. This helps to eliminate the last minute expenditure decisions that are made at the end of a typical fiscal year budget cycle. Multi-year budgets allow departments to plan for the funding of worthwhile activities or projects and ensure that the funding is available for multi-year objectives and operating activities.

The preparation of the Five-Year Forecast, Budget, and Capital Improvement Plan is an extensive, time-consuming process that involves virtually everyone in the organization, including the City Council. This requires a significant commitment of staff time and resources; however, significant savings are realized in the second year as a result of not having to prepare department budget plans and create new documents. The budget will be reviewed after the first year and any necessary adjustments will be made at that time. This will require much less staff time.

Finally, a multi-year budgeting process emphasizes the City's fundamental commitment to fiscal health and independence as outlined in the City's Culture Statement. It also encourages a more thorough and forward-thinking planning process. Planning must be done not just for one year, but also for the foreseeable future and involves developing and implementing solutions to meet longer term needs.

BUDGET POLICIES

The 2023 and 2024 budget will be the twelfth biennial budget for the City. This budget will be based on some key principles that support the City's strategy of fiscal independence and sustainability.

- The budget will be balanced and fiscally conservative.
- The City will continue providing services at least at current levels and with adequate funding.
- General Fund and Capital Fund balances will be maintained at levels that will support the City during future economic and other financial uncertainties.
- Expenditures and revenues will be estimated at conservative, but realistic levels.
- The budget will support the Critical Issues and Strategies and related Action Items that are identified in the Strategic Plan.
- All operating budget appropriations not spent in the current fiscal year will lapse on June 30th, unless encumbered to meet specific obligations such as contracts and agreements, services, and other procurements incurred during the fiscal year. These will be re-appropriated in the new fiscal year.
- The General Fund operating reserve, "Emergency Reserves," should be maintained at its current level of 15% of the operating expenditures.
- The General Fund "Fiscal Uncertainty" reserve should be maintained at its current level of 10% of the operating expenditures.
- The General Fund Pension and OPEB Reserve fund should be maintained with surpluses from salary expenditures to provide for sufficient funding of pension and OPEB obligations.
- A modest Capital Improvement Program should continue to be implemented due to the limited capital reserves.

BASIS OF BUDGETING

The City's Budget is prepared in conformity with generally accepted accounting principles (GAAP) with the exception of the Area Improvement Districts (AIDs) and Landscaping and Lighting Districts (L&Ls) funds. The budget for these funds is not included in the proposed budget and is processed separately through a budget amendment resulting in resolutions for the City Council's approval.

The Budget is organized and operated on a fund basis. The underlying accounting records are maintained on a modified accrual basis which recognizes revenues when received, unless subject to accrual. Revenues are accrued when they are measurable and available to finance City's operations. For example, property taxes collected within 60 days after the close of the fiscal year (June 30) are classified as revenues for the current fiscal year. Expenditures, other than general long-term debt, are recorded when the liability is incurred. For example, when the City receives a delivery of office supplies, a liability to pay is created. General long-term debt is recorded in the year when due; e.g., payment of principle and interest on a long-term lease.

The City's Budget uses a line-item budget format within the funds. Revenues are categorized by sources and expenditures are presented by programs and by activities within the funds. Within the activities are detail categories that include personnel, supplies, contractual services, and capital outlay.

BUDGET AMENDMENTS

During the fiscal year, amendments to the Budget are presented to the City Council for approval. Budget amendments occur when unanticipated events result in an increased appropriation for a given service; for example, an increase in utility costs. An amendment request may be proposed for additional appropriation from reserves or an appropriation transfer from one department activity category to another.

BUDGET CYCLE



Overview

FIVE-YEAR FORECAST

The Five-Year Forecast is used by the City Council and City Staff as an important planning tool for making short and long-term budgetary decisions. The Forecast provides information in three distant areas, each having potentially significant budgetary impact. First, development activities are highlighted, including significant economic development trends and planned city-wide development projects. Next, economic and financial information is outlined, including national, state, and local economic forecasts, as well as specific revenue and expenditure projections for the City of Newark. These financial forecast are five-year projections based on specific assumptions about future condition such as inflation, job growth, population, and other factors that impact the local economy. These assumptions and financial projections are updated and revised at least biennially, but more often if economic conditions dictate. Finally, the City's strategic and budget plans are outlined. These include specific information regarding the City's approach to budgeting and the status of the Strategic Action Plan.

BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN (CIP)

The Biennial Budget and CIP are presented to the City Council at a work session in May, then for approval in June. Following the Five-Year Forecast, it contains all the detailed financial information and appropriations necessary to fund the services and acquire or maintain the infrastructure required by the City Council's direction. The Biennial Budget and CIP include the Action Plan objectives to be accomplished during the fiscal year. These objectives support the Strategic Plan's Critical Issues and Strategies.

I. PUBLIC SAFETY SERVICES

Provide a level of public safety services that will protect our citizens, property, and community assets.

A. Continue to serve and protect based on a community-oriented policing philosophy.

B. Continually evaluate the technological needs of public safety services and make upgrades where appropriate.

C. Respond to evolving demands caused by changes in regulatory requirements or in the community.

D. Continue the training and updates of internal and external emergency preparedness programs.

E. Participate in collaborative efforts with other agencies.

F. Identify and request the timely repair, upkeep, and replacement of safety equipment and buildings.

G. Minimize risk potential for members of the public and staff.

H. Explore opportunities to regionalize resources with other agencies.

I. Identify and evaluate resources to assist with the procurement of grant funding for public safety services.

J. Implement a service model reflective of our existing budget and staffing, while utilizing new and existing technologies to increase efficiencies.

K. Develop policing and outreach programs that encourage community involvement.

L. Continue to train and educate staff in order to provide the highest level of service to our community and for future growth of the department.

M. Continue to utilize community engagement strategies to leverage our social media footprint to enhance community relations.

II. EDUCATION

Support, encourage, and offer opportunities and programs that facilitate quality community education.

A. Continue to work with the Newark Unified School District and private schools and support other collaborative efforts that strive toward the development of a "world class" school system.

B. Offer meaningful educational, intergenerational, and cultural programs through the Recreation and Community Services Department.

C. Encourage continued business community involvement in supporting education.

D. Work with Ohlone College on future improvement of the Newark Campus and continue to explore other opportunities for partnerships with the Community College District.

III. QUALITY OF LIFE

Provide programs, services, facilities, parks, and open spaces that make Newark a desirable and healthy place to live

A. Promote, enforce, and preserve city beautification measures as resources allow.

B. Continue to offer quality Senior Services for the senior community.

C. Provide facilities that allow all community members an opportunity to engage in cultural, recreational, and educational programs and services.

D. Monitor transportation conditions, including traffic congestion, bicycle and pedestrian mobility, and transit level of service.

E. Collaborate with local agencies and organizations to enhance delivery of Recreation and Community Services programs and services.

F. Continue to offer a variety of Recreation and Community Services activities that help enhance the quality of life within the community.

G. Encourage, support, and recognize community volunteerism.

H. Provide clean, safe, inviting, and well-maintained facilities, parks, and open spaces for community use.

I. Implement programs and services that promote healthy lifestyles and encourage healthy eating and physical fitness.

J. Promote climate protection, water efficiency, storm water protection, energy conservation, and innovative solid waste management practices.

IV. COMMUNITY DEVELOPMENT

Make development decisions that maintain a vibrant, balanced, quality community.

A. Improve housing diversity, add community amenities, and enhance long-term revenue through new development consistent with Specific Plans and the General Plan.

B. Ensure that the community has a coherent and long-term vision for the future through its General Plan, Specific Plans, and Master Plans.

C. Market our community through partnerships with regional agencies, neighboring communities, and directly with property owners, businesses, and the Newark Chamber of Commerce.

D. Support the local business community.

E. Promote investment and quality of life in existing neighborhoods.

F. Strengthen community identity and City revenue by promoting a strong hotel identity and a varied and vibrant retail mix within attractive retail areas.

G. Promote the development of transportation options such as Dumbarton Transit alternatives and bicycle and pedestrian improvements.

V. CITY GOVERNMENT OPERATIONS

Operate a City government that enables the organization to meet service demands of the community.

A. Provide and maintain public facilities as resources allow.

B. Continue to take actions that promote and enhance long-term fiscal stability and independence.

C. Continually evaluate the technological needs of the organization and make upgrades where appropriate.

D. Identify short and long-term space needs, and ensure facility needs for City departments are provided.

E. Work with other agencies to meet the needs of the community.

F. Participate in regional and sub-regional collaborative efforts.

G. Provide a safe and effective work environment that engages each employee to perform at an optimum level of service.

EMPLOYEE PENSION

The cost of retirement benefits continues to be significant for the City. California Public Employee Retirement System (CalPERS) pension costs have grown from $3.6 million in 2013 to about $10.2 million in 2024. This is rapidly increasing due to changes in CalPERS' actuarial methods and assumptions. To address this growing liability, the City established the Pension and OPEB reserve in FY 2017 and in FY 2021 made the first additional discretionary payment (ADP) of $10M to paydown the pension liability. This pension cost is expected to be 15.6% and 15.7% in FY 2023 and FY 2024, respectively.

Amortization of the City's Unfunded Accrued Liability (UAL) is the most rapidly growing component of costs given that the UAL has more than doubled from $47.7 million to $115.9 million over FY 2013 through FY 2022. The City's UAL is projected to be reduced to $98.4 million in FY 2023 following strong investment performance by PERS in FY 2021, which reduced the City's UAL but this benefit was offset somewhat by the recently enacted discount rate reduction to 6.8%.

These changes will be reflected in the upcoming Summer 2022 valuation reports and won't impact the City's payment schedule until FY 2024. As of April 2022, CalPERS is on pace to underperform its 6.8% discount rate target, which if realized would likely result in a future UAL increase. How much, if any impact this may cause to the City is currently unknown and is subject to finalized investment returns for FY 2022.

The City has undertaken several strategies to better manage these costs and will continue to evaluate other budgetary measures. Cost management strategies that the City has taken are detailed below.

At the beginning of the fiscal year, the City is prepaying it's annual UAL payment instead of making monthly payments to receive an approximate 3.4% discount (roughly half of the discount rate) on the required amount. This prepayment is often made from cash reserves. For FY 2023, these savings would amount to about $334,000.

The Fresh Start option that CalPERS provides shortens the UAL amortization period and creates a more linear payment structure. The UAL balance would remain the same and be amortized at the same current discount rate (7%), so there would be no present value savings to the modified structure. A shorter Fresh Start time horizon relative to a more standard UAL amortization schedule would increase payments in the near term but would also reduce overall cumulative payments as less interest would be accrued over time. However, it should be noted that once a Fresh Start is initiated, a public agency would not be allowed to revert back to its prior (longer) amortization schedule.

The City has previously implemented 20-year Fresh Start options for its PEPRA Safety Police Plan in FY 2015, Safety Plan in FY 2016, and Miscellaneous Plan in FY 2017. While the City is restricted in extending these UAL payment schedules with CalPERS, it does retain the ability to restructure them again with a shorter payment schedule. (e.g. 10 or 15-year Fresh Starts).

Public agencies typically use cash reserves to make additional discretionary contributions in one of two ways. These options commonly involve directly paying off a portion of specific amortization bases with CalPERS or establishing and funding a Section 115 Trust that is managed by a separate entity.

For a direct paydown, the City can choose to eliminate a portion or all of any amortization base within its Plans and receive credit at the CalPERS discount rate (currently 6.8%). A paydown would thereby eliminate the future payments associated with the amortization base that is paid off. It should be noted that the longer (maturity) an amortization basis is, the more cumulative cash flow savings would be presented relative to those of a shorter base, but savings would be relatively lower on an annual basis. Conversely, a shorter amortization base paid off would show higher annual savings, but a lesser relative amount on cumulative basis.

As mentioned above in FY 2021, the City made a direct paydown (the first ADP) of $10 million for the Safety Plan. The $10 million paydown has a projected average annual savings through FY 2037 amount of slightly over $1 million, starting at about $861,000 for FY 2022. Through FY 2037, the City would see about $17 million reduced in UAL payments.

A Section 115 Trust is a separate account managed by a third party but can only be used to fund pension and OPEB costs. The key benefit of this trust is flexibility, meaning that the City can elect when and how it would like to utilize the funds. The funds can be invested in a variety of ways, with varying investment objectives available based on the City's desired risk tolerance. Funds can be left in the account to grow over time, used to make additional contributions directly to PERS, or used to make the City's required annual PERS payments during challenging budgetary years. Staff will be providing information to Council for consideration of establishing a Section 115 Trust in the new fiscal year.

CAPITAL IMPROVEMENT PLAN

The Capital Improvement Plan (CIP) was developed to provide the City Council with a method for selecting and prioritizing potential capital projects, special studies, and new equipment purchases over $10,000, and determining their financial feasibility.

Capital improvements are major physical improvements throughout the community or expenditures that involve significant resources of more than $10,000 above and beyond the City's operating budget. They tend to be special one-time projects designed to address or study a significant community need or problem and can include feasibility studies, equipment, and/or systems (e.g., radios, telephones, etc.) that are not normally part of the City's operating budget. CIP projects exclude most ongoing maintenance projects, replacement of equipment, and operating programs.

The objectives of the CIP are to: (a) assist City staff in projecting future requirements for personnel and equipment in the development of departmental programs and the City's Biennial Budget; (b) relate the planning of CIP projects more effectively to general City goals and the operating budget; and (c) improve planning and coordination of projects that require significant funding commitments.

Projects that should be included in the CIP are as follows:

1. All projects which involve expenditures of $10,000 or more for the improvement of public buildings and the construction or improvement of public streets and parks, with the exception of most maintenance or repair.
2. All other projects, equipment, or studies over $10,000, which would not normally be included as part of the City's operating budget.
3. All purchases of property, including street easements and rights-of-way.

The following items should not be included in the CIP:

1. All equipment replaced through the City's equipment replacement fund (701.87.701), which is managed by the Finance Department.
2. Most park maintenance, building or street repairs to City facilities, which are handled through the Maintenance Division.
3. All capital outlay items costing less than $10,000, which are included in a department's operating budget.

The CIP is processed concurrently and is published with the Biennial Budget as a single document. The CIP considers capital expenditures, establishes priorities for those expenditures, determines the funds available, analyzes short- and long-term budget impacts, and prioritizes projects for

implementation. It provides a framework for determining the amount of future funds and possible additional sources of funds that are available for projects.

CAPITAL PROJECT FUNDING

Surplus General funds have been used to replenish the capital projects fund. Significant impact fees have also been collected over the last two years to provide funding for park projects. Measure GG has provided funding for the Civic Center Project. Even with this improved funding status, staff will continue to look into new revenue sources for future capital projects and provide City Council with recommendations on what type of new revenues would be most fiscally prudent.

LEVEL OF RESERVES

Many of the City's primary revenue sources – sales tax, property tax, and transient occupancy tax are impacted by changes in the economy. When the economy slows down or goes into recession, these revenues drop. Reserve levels are established to provide a cushion for these times and to absorb sudden losses of revenue as a result of other reasons such as legislative acts. This was the case when the State shifted property tax revenues away from cities in the early 1990s as part of the Educational Reimbursement Augmentation Fund (ERAF) shift.

In determining the proper level of reserves, staff estimates the potential impact of a recession on its primary revenues as noted above. Staff also looks at the prevailing practices of other cities and reviews guidelines established by the California State Municipal Finance Officers Association (CSMFO) and Government Finance Officers Association (GFOA). The City maintains a number of designated reserves including:

1. A general fund reserve designated for operations, referred to as the "Emergency Reserves." This reserve is set aside to meet sudden unexpected expenses such as a legal liability or costs associated with an unexpected disaster. The balance of this reserve is set at 15% of operating expenditures. The balance at the end of fiscal year 2021 was $11.4 million and is projected to be at the same level at the end of fiscal year 2022.

2. A general fund reserve designated for fiscal uncertainty. This reserve is set aside to reduce the organizational impact of a short-term revenue loss. Between 2006 and 2010, in addition to the severe cuts to service and staffing levels, the City used $7 million in reserves while balancing the budget. The reserve has been designated to be 10% of the operating expenditures. The balance in the Fiscal Uncertainty Fund at the end of fiscal year 2021 was $10.7 million and is projected to be at the same level at the end of fiscal year 2022.

3. A Capital Projects Reserve set aside to fund the Capital Improvement Plan. As the unallocated fund balance has allowed, transfers have been made into the Capital Reserves. The unallocated Capital Reserve is estimated to be at $1 million for fiscal year 2022.

4. An Equipment Replacement Reserve set aside to fund the replacement of vehicles, maintenance equipment, and other department items. As the unallocated fund balance has allowed, transfers have been made into the Equipment Replacement Reserves. The unallocated Equipment Replacement Reserve is estimated to be $6.2 million for fiscal year 2022.

5. A committed Pension and OPEB Reserve was established in 2017. This reserve can only be used to pay pension or OPEB costs. Current pension and OPEB costs are included in the budget and this reserve will be used only to fund additional discretionary payments to PERS or if the City's pension or OPEB obligations cannot be met. The City will evaluate the benefit of paying lump sum contributions toward the unfunded liabilities. The current balance at the end of fiscal year 2021 was $6.8 million and is projected to be $4.6 million after year end transfers which includes a secondary ADP of $5.0 million to CalPERS in June 2022.

The City also has a number of restricted funds which can only be used for a limited number of specific purposes and non-discretionary funds which can be used for General Fund purposes. For example, Gas Tax can only be used to maintain streets and rights-of-ways.

UNALLOCATED FUND BALANCE

Funds that have not been appropriated, identified as reserves, or legally identified for a specific purpose remain in the General Fund as unallocated fund balance. Staff has gone through a risk assessment exercise provided by the Government Finance Officers Association and will provide an update to the current fund reserve policy in fiscal year 2023.

PROJECTED 2022 GENERAL FUND RESERVES

General Fund Reserves and Unallocated Fund Balance	Balance as of June 30, 2021	Projected Fund Balance as of June 30, 2022
Emergency Reserve	11.40	11.40
Fiscal Uncertainty Reserve	10.70	10.70
Pension/OPEB Reserve	6.82	4.56
Equipment Replacement Reserve	6.00	6.20

APPROPRIATION LIMIT

The State election on June 5, 1990 resulted in the passage of Proposition 111, amending Article XIII B of the California Constitution, the governing legislation for calculating the appropriations limit. Under the amended legislation, the appropriations limit may increase annually by a factor comprised of the change in population (city or county), combined with either the change in California per capita personal income or the change in the local assessment roll due to local non-residential construction. Fiscal year 1986-87 is the base year from which these factors are applied. The intent of the amended legislation was to provide a more equitable method of calculating the appropriations limit. This resulted in a significant increase in the City's appropriations limit. The City's current fiscal year 2022 Annual Budget includes appropriations subject to the limit of $43,386,376. This is well below the City's appropriation limit of $452,001,225. Staff has no concerns regarding our ability to stay within the limit.

The COVID-19 Pandemic

The City's financial condition has fared better than initially expected from when the World Health Organization declared COVID-19 a pandemic on March 11, 2020. The pandemic caused major shifts in social and lifestyle perspectives and resulted in significant negative impacts to local, state, and federal economies. In response, the City's budget was adjusted to reflect a dire outlook for certain revenues which were hard hit. Almost two years later, the City's main revenues such as property tax and sales tax (including the Measure GG ½ cent sales tax) either remained strong or recovered more quickly than anticipated. Other revenue sources, such as transient occupancy tax, charges for services, and interest earnings continue to reflect the negative impacts of the pandemic but have markedly improved since the onset of the COVID-19 pandemic. The projected uses of fund balance to address anticipated deficits did not materialize, due largely to cost savings measures the City implemented in response to projected revenue shortfalls.

Throughout the pandemic, the Federal Government offered several stimulus and relief packages to bolster the economy and alleviate the hardship felt by many throughout the country. On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES) was signed into law and appropriated $2.3 trillion for many different efforts, including $150 billion in grants to state and local governments. From this relief package, the City received $0.6 million which provided funding for small business grants, residential rental assistance, and reimbursement to the City for costs associated with personal protection equipment and food distribution events.

On March 11, 2021, the Federal Government passed the American Rescue Plan Act (ARPA), a $1.9 trillion relief package aimed to stimulate the economy by providing direct relief to businesses, states, and local communities. Under ARPA, the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) was established, and the City of Newark was awarded $11.8 million. This allocation of Federal funds went to fund various City programs to address the negative impacts of the pandemic on the community and restore 8 staff positions which were frozen as a cost cutting measure. ARPA allocated funds addressing the local business community includes small business grants to eighty-two local businesses, assistance to the Chamber of Commerce, Old Town Newark business assistance and façade improvements, and assistance to non-profit agencies. ARPA allocated funds addressing the residential community includes an affordable housing project, scholarships for children's recreation programs, funding for a Newark family resource center, and improved services such as broadband infrastructure and public outreach software.

Governor Gavin Newsom signed a $100 billion relief package for the hardest hit Californians. The state's relief package included $6.2 billion in tax cuts, $4 billion grant program for small business assistance, $12 billion tax rebate program for two out of every three Californians, $1 billion in grants to workers who lost their jobs, and $5.2 billion in rent relief for low-income Californians.

Economic Indicators

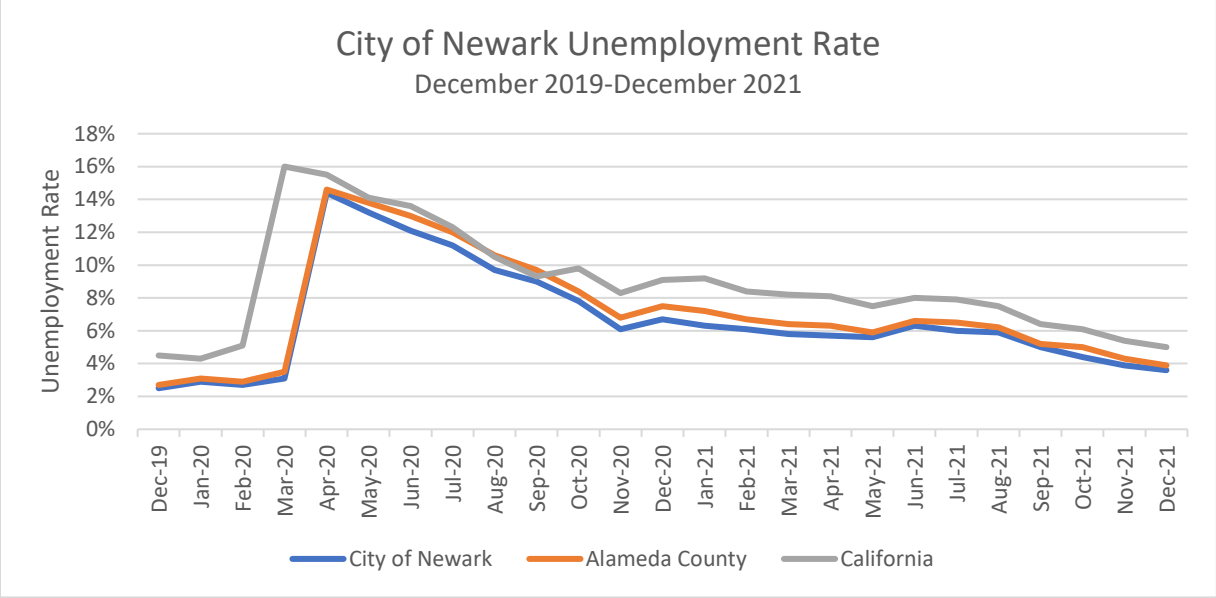
The Consumer Price Index (CPI) for San Francisco-Oakland-Hayward increased 0.8% for the last two months of 2021, and prices were up 4.2% from a year prior. The CPI is a measure of the average change in prices over time in a fixed market basket of goods and services. The December 2021 increase was likely influenced by an increase in prices for new and used motor vehicles.

The City's median household income has consistently been significantly higher than both the California State and United States medians. In 2019, Newark's median household income was $116,856, compared to the Alameda County median income of $99,406.

Prior to the COVID-19 Pandemic, 2019 housing prices in the City of Newark were slightly decreasing throughout the year. Housing prices were beginning to increase from January to March 2020, and then they began slightly decreasing by April 2020. However, home Index Values show that housing prices in Newark have been relatively stable throughout the Pandemic, increasing 1.21% on average from January 2020 to January 2022. From April 2020 to June 2020, housing values decreased slightly but then began increasing again by July 2020. The greatest increase in home value was a 2.94% increase in March 2021 to $1.05 million from $1.02 million in February 2021.

The Newark home index value is higher than Alameda County's average home index value, but not by much. However, the Newark home index value is significantly higher than the State of California average. Newark's home values are on average approximately 40% greater than the State of California average.

As of January 2022, the United States unemployment rate has fallen to 4% nearly reaching the pre-Pandemic unemployment rate of 3.5% in February 2020. However, the State of California is higher at 5.8% as of December 2021. At the time of this writing, the unemployment rates for California and the City of Newark are only available up to December 2021.



Source: https://data.edd.ca.gov

Newark's population in the 2020 Census is 47,529, a nearly 12% increase from the 2010 Census. It is projected that Newark will see stable growth in population over the forecast period and that basic service demands will remain constant.

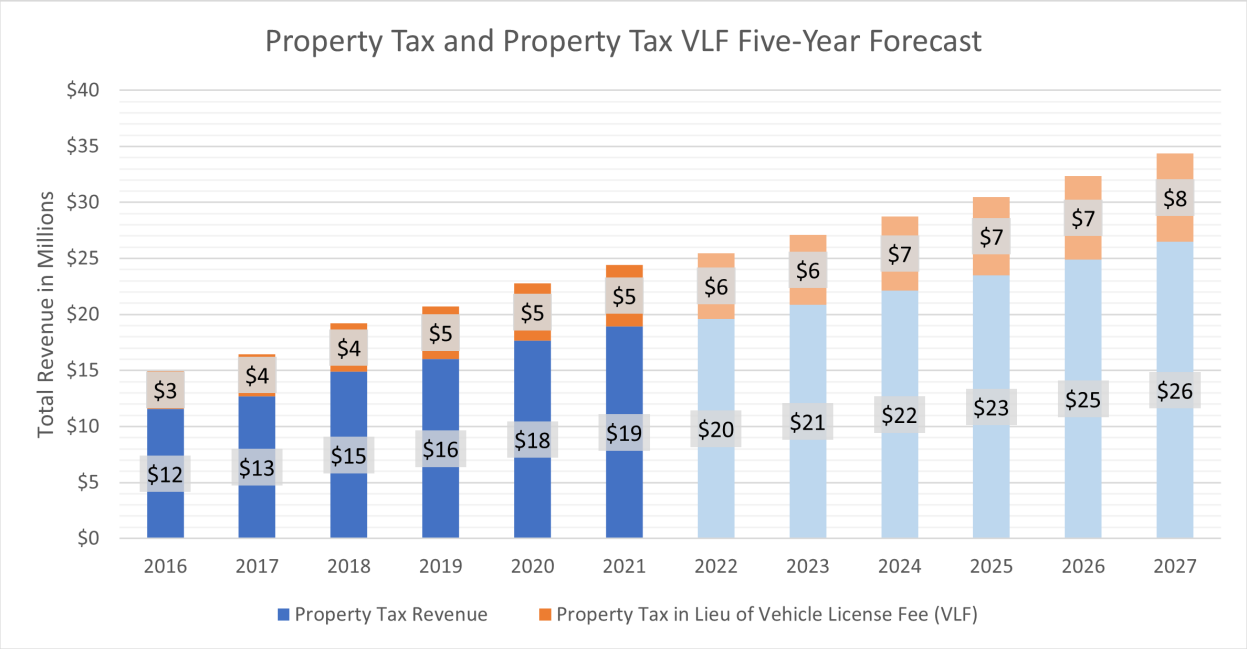
The remainder of the Economic and Financial Forecast details the assumptions used in developing revenue and expenditure estimates for the City over the next five years. These estimates are used by City staff in planning current and future year operating and capital project budgets. The projections were developed using trend analysis forecasting combined with information regarding known development growth and economic trends in Newark.

Policy decisions made at both the State and Federal levels can significantly impact local revenues and expenditures and are also taken into consideration when developing these projections. Below are explanations of significant revenue sources for the City.

Property Tax and Property Tax in Lieu of Vehicle License Fee (VLF)

Property tax revenue is generally the most stable source of revenue due to a combination of higher assessed valuations on properties due to ownership changes and annual inflation adjustments allowed under Proposition 13. Under Proposition 13, the annual real estate tax on a parcel of property is limited to 1% of its assessed value. This "assessed value" may be increased only by a maximum of 2% per year until, and unless, the property has a change of ownership.

Property tax revenues increase around 7% on average year to year. It's estimated that property taxes will increase to 20.1 million for FY 2022, $21.1 million for FY 2023, and then to $22.3 million for FY 2024. Property tax in lieu of vehicle license fees (VLF) are estimated to follow a similar growth rate pattern to property tax. The City is subject to losses due to delinquencies and non-payments by taxpayers.

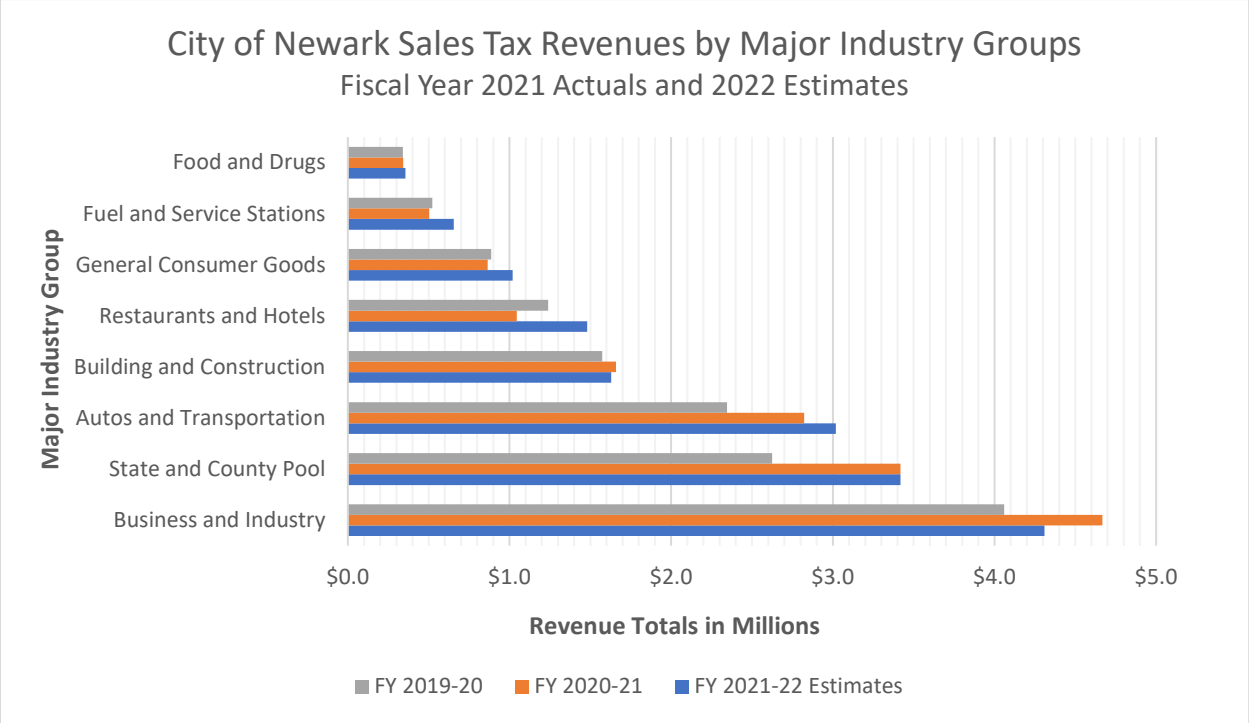


Sales Tax (Bradley Burns)

Sales Tax accounts for approximately 20% of the total operating revenue, making it the second-largest revenue source after property tax revenues.

Statewide, ongoing COVID-19 Pandemic impacts such as supply chain disruptions, manufacturing slowdowns and employment shortages had a significant effect on sales tax revenue. Consumer trends have also impacted sales tax revenue due to the COVID-19 impacts, a shift in lifestyle perspectives, and growing opportunity for online merchandise.

HdL Companies, the City of Newark's Sales Tax Consultant, completed a sales tax trends and economic drivers forecast for the State of California, examining sales tax for seven major industry groups, including: Business and Industry; Autos and Transportation; Building and Construction; Restaurants and Hotels; General Consumer Goods; Fuel Service and Stations; and Food and Drugs. The following details statewide as well as local trends within the aforementioned industry categories. The sales tax revenues in the transfers and unidentified category are excluded from the following graph and details because the total is insignificant.



The following provides highlights of activity within the major industry groups.

Business and Industry*:* The business and industry group, including fulfillment centers, medical/biotech facilities, and business-to-business groups, are reaching pre-Pandemic tax levels. While the state is struggling with Pandemic-related challenges like raw material and

qualified worker shortages, we are still seeing an increase in tax revenue. Fulfillment centers heavily influenced growth through online sales and the continued shift of taxes from countywide pools to agencies with these in-state facilities. Medical/biotech increased by purchases of medical equipment, pharmaceuticals and investment in research and development. The Business-to-business category witnessed big gains as companies adapted to new ways of doing work.

Business and Industry was Newark's highest sales tax revenue source for the last two fiscal years, reaching $4.67 million in FY 2021. The total revenue for business and industry in FY 2021 is $1.8 million higher than the second largest sales tax revenue source, auto and transportation. It's anticipated that Newark will continue to see an increase in this category.

Autos and Transportation: Auto and transportation tax revenues are expected to exceed its long-term trend rate of growth in the upcoming year. A strong demand in 2021, along with low supply due to supply chain disruption within the automotive industry, increased the cost of new cars by 10% and used cars by 25%. Higher earning consumers bought more expensive luxury brand vehicles, leading to a higher per vehicle amount that offset the reported 13% third quarter 2021 drop in U.S. manufacturer new vehicle volumes. Newark received $2.8 million in sales tax revenue in FY 2021, a 20.4% increase from FY 2020. New and used automotive dealers combined made up a majority of the sales tax revenue for this category, with sectors such as auto repair shops, supply stores, and auto leasing services providing additional revenue. The auto and transportation industry have been impacted by ongoing supply chain issues throughout the COVID-19 Pandemic, including semiconductor or microchip shortages, which have caused car manufacturers to cut production. Additionally, COVID-19 outbreaks in manufacturing facilities and shipping blockages have disrupted the auto and transportation industry. The issue is still being felt into Quarter 2, 2022, and on April 6, 2022, the White House held a briefing with United States lawmakers acknowledging the risks to the American economy from semiconductor supply chain issues and proposing funding to subsidize production. While funding to help strengthen the research and development of semiconductors may improve the issues, it will not be a quick fix and we are likely to see the impacts of supply chain issues well into 2022.

Building and Construction*:* Building and construction tax revenues are forecasted to flatten in 2022 followed by moderate growth thereafter. Costs are expected to remain high through mid-2022, however, permit activity from fourth quarter 2021 shows office development increasing while Bay Area construction is growing. In FY 2021, Newark received $1.66 in sales tax revenue from building and construction. As predicted, this was just a slight increase of 5.4% from FY 2020. Newark is anticipating several residential and commercial development projects starting in 2022 that could cause an increase in future revenue levels.

Restaurants and Hotels*:* Restaurant and hotel 2021 tax levels rose 0.5% in comparison to 2019. Higher rates of business and tourist travel will keep the growth rate high for 2021-2022, though

rates will likely vary by region. Quick service and casual dining establishments are the dominant tax-producing segments, which likely won't change in the near future. Newark saw a 15.7% (nearly $200,000) decrease in Restaurant and Hotel sales tax revenue from FY 2020 to FY 2021. This is likely due to the ongoing travel restrictions and lack of business travel that extended into 2021. The increased desire to travel and spend more after having been sheltered in place should lead to growth in the restaurant and hotel tax levels. An increase in business travel in particular will lead to a growth in the restaurant and hotel tax levels, however it is unclear if business travel will rise to pre-pandemic levels. Additionally, one factor to consider in measuring travel related taxes is that increased fuel prices have caused a price increase in airline travel, which may deter some leisure travel.

General Consumer Goods*:* Retailers were negatively impacted during 2020, though they started seeing strong sales figures in late 2021, leading to short-term elevated tax figures. However, as consumer behavior and technology shift more to e-commerce, the outlook for place of sale transactions should be subdued. The cost of taxable goods is expected to rise faster than sales, and tax receipts could revert to the conventional growth rate of 2%.

General and consumer goods in Newark have been slowly decreasing each fiscal year since 2018. The fiscal year ending June 2021 was $864,087, a 2.6% decrease from the previous fiscal year. The 2.6% decline in general and consumer goods is likely due to the rise of e-commerce, as well as COVID-19 business closures and shelter in place orders. E-commerce shopping was rising prior to the COVID-19 pandemic, though the shelter-in-place orders exacerbated online shopping. HdL Companies 3-Year Sales and Use Tax Budget Estimate projects that Newark will experience a 17% growth in general consumer goods sales tax for FY 2022 as consumers are heading back to shopping in-person. After this initial significant increase in FY 2022, Newark will likely follow the conventional growth rate of 2% that is predicted for the State of California. As the final FY 2022 data is made available, trends in general consumer goods will be clearer.

Fuel and Service Stations: Fuel prices and demand for fuel has significantly increased since 2020. Short-term gains are projected as more people are travelling for work and pleasure. This is anticipated to be followed by long-term annual escalations of 2%. Newark's FY 2021 fuel and service station sales tax was $502,155, 3.7% lower than FY 2020. With increased travel in the latter half of 2021 and into 2022, as well as the rising costs, and geopolitical impacts, revenue from fuel is projected to rise nearly 30% for FY 2022.

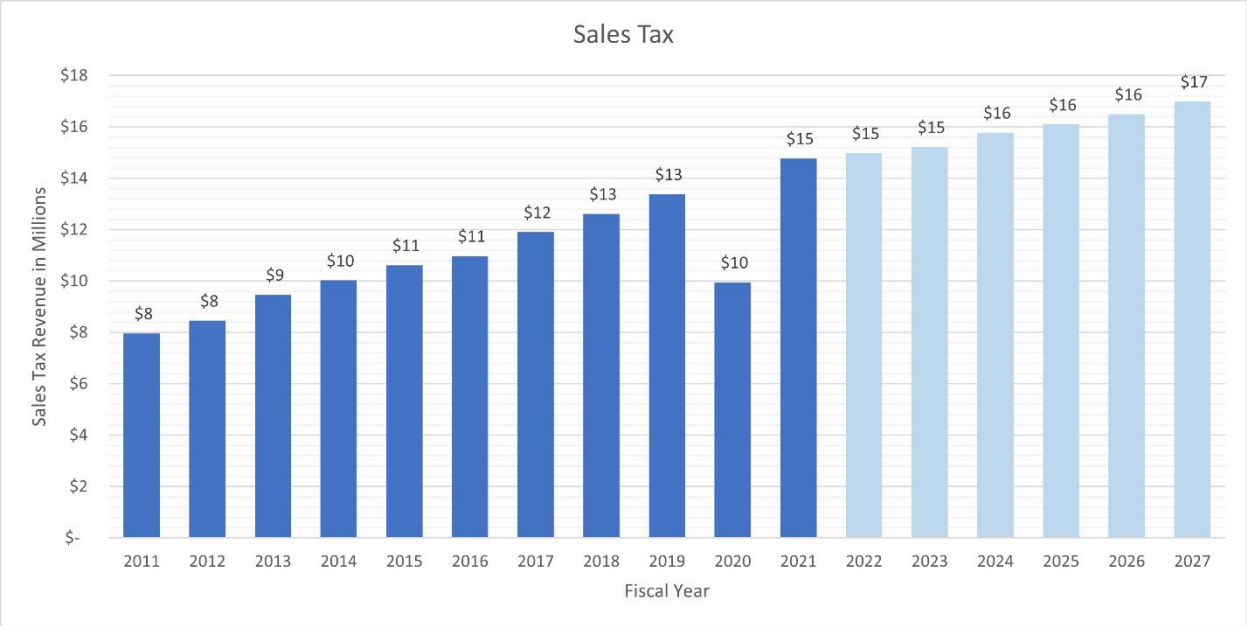
Food and Drugs*:* This category has shown modest improvement since 2020, around a 1% increase. Consumers are moving towards shopping for groceries and medicine with apps, changing the way that sales tax is distributed. This trend is projected to continue, thus investment in digitized solutions, low-cost delivery options, and inventory optimization could help merchants maintain the bottom line and offset price pressures. Newark received $343,065 in food and drugs sales tax revenue for FY 2021, under a 1% increase from FY 2019. According to HdL Companies

Sales Tax data for City of Newark and Alameda County, the FY 2021 sales dollars per capita for the food and drug category was $702.15, while Alameda County's sales dollar per capita was $1,082.06. This suggests that Newark residents may be going out of the city for these purchases.

Sales Tax Forecast

Most Californian cities have experienced a significant bounce back in sales tax revenue, especially during the last six months of the calendar year 2021 (Q3 and Q4). Most cities had sales tax revenue return to pre-Pandemic levels or are achieving healthy growth, including Newark. For fourth quarter 2021 as compared to fourth quarter 2020, Newark experienced growth of 6.26%, including healthy increases of 15.44% and 7.03% respectively for the top 100 and top 25 sales tax producers in Newark.

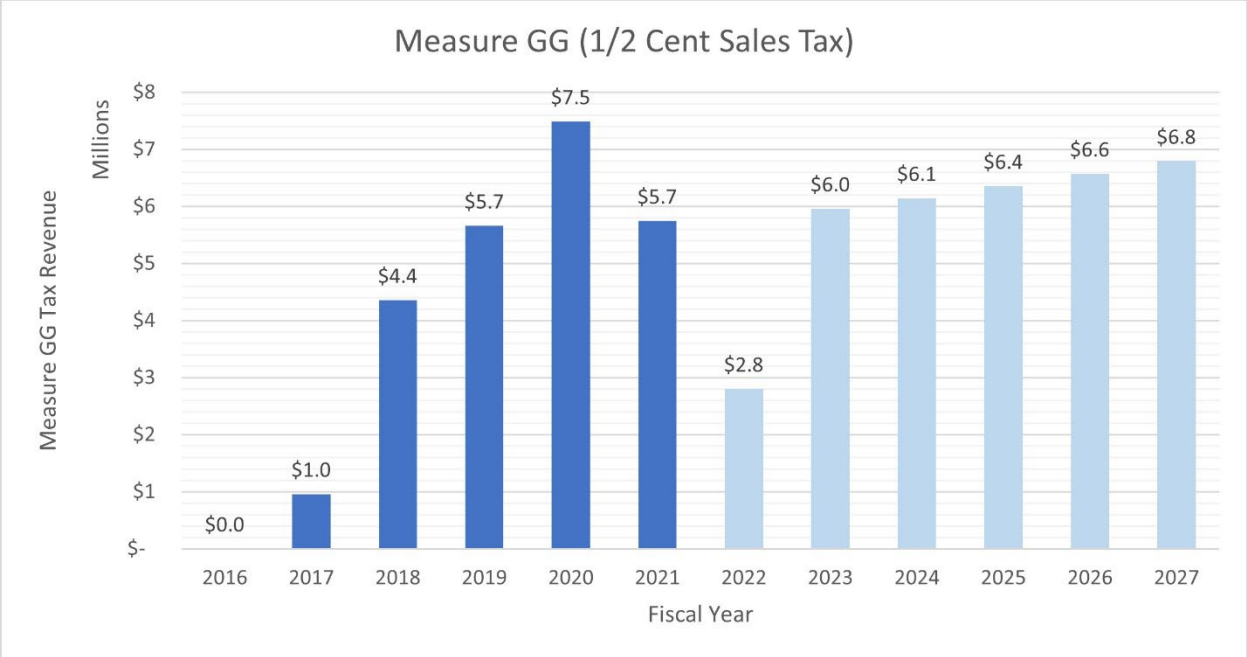
In working with HdL Companies sales tax team staff has developed a five year sales and use tax budget estimate for Newark, projecting a total sales and use tax revenue minus County Share and administrative costs at $14.9 million in FY 2022, $14.5 million in FY 2023 and $14.9 million in FY 2024. The FY 2023 projection does not include sales tax estimates for the Costco store at NewPark Mall. The proposed Costco, expected to open November 2022, will be 161,000 square feet with a 32-pump fuel station. If included, estimates for fiscal years 2023 and 2024 would increase by approximately $1.2 and $1.8 million respectively.



Measure GG (½ Cents Sales Tax)

In November 2016, voters approved Measure GG, a one-half percent transaction and use tax increase, beginning April 1, 2017. This sales tax provides an increase in general fund revenues, allowing the City to construct a new Civic Center, including a Police Station, Library and City Hall. The tax will terminate 25 years after collection began, unless extended by voters.

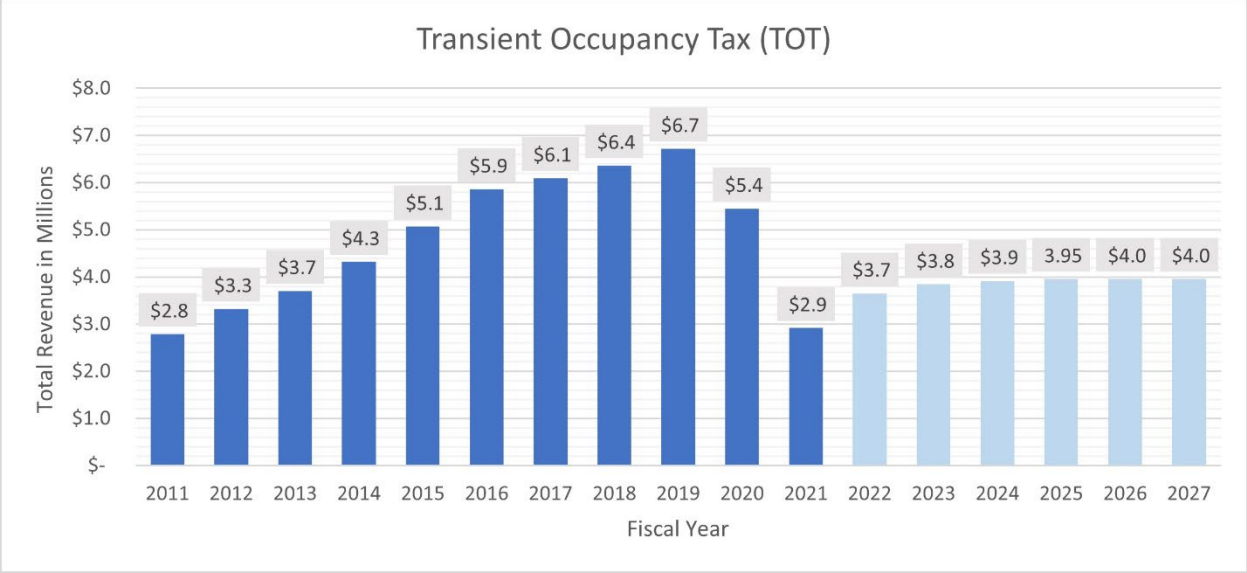
Measure GG FY 2020 revenues decreased by 17% from FY 2019, and then increased by 23% in FY 2021. FY 2022 will see a negative impact due to a large negative taxpayer correction made by the State of California Department of Tax and Fee Administration (CDTFA) that reversed taxes for overpayments made in error in prior years. However, the impact is not included in the estimate as the City has had knowledge of the error and revenue projections that have been presented are adjusted accordingly. Future Measure GG projections indicate increases more consistent with prior years. FY 2023 estimates do not include the new Costco at Newark Mall; if included, estimates for FY 2023 through FY 2027 would increase.



Transient Occupancy Tax

The City has 11 hotels (DoubleTree Hilton, Homewood Suites Hilton, Courtyard by Marriott, Newark Residence Inn by Marriott, Town Place Suites, ALoft Silicon Valley, Chase Suites, Comfort Inn, E-Z8 Hotel, Staybridge Suites, and SpringHill Suites by Marriott). These hotels remit a 10% transient occupancy tax (TOT) to the City and has made up around an average of 10% of total tax revenues for the City of Newark between 2011 and 2021.

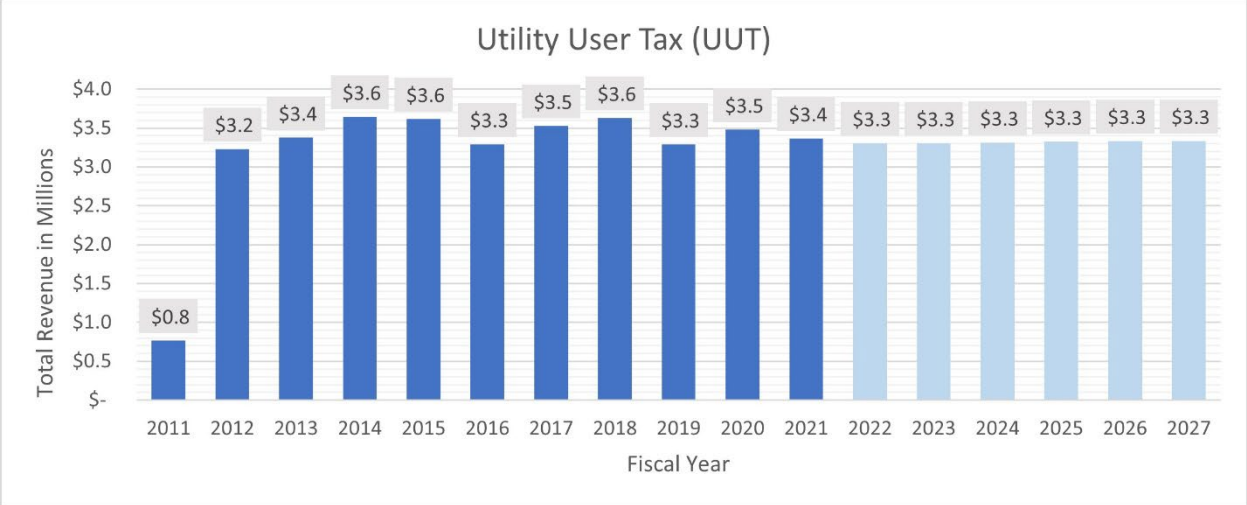
Prior to the COVID-19 Pandemic, the City saw an average of nearly 12% increases year over year in TOT revenues. Given the COVID-19 Pandemic travel restrictions and hesitation in 2020 and 2021, there was a significant decline in revenue in FY 2020 and FY 2021. The total revenue for FY 2021 reached $2.92 million, which is higher than the 2020-2022 Biennial Budget forecast but 46.5% lower than the $5.4 million revenue in FY 2020. The City forecasts a 22% increase by the end of FY 2022, up to $3.5 million, and then a 20% increase in FY 2023. As business and leisure travel continue to increase, it is projected that the tax revenue will increase year over year at approximately 12% on average, similar to the pre-COVID-19 average yearly increase.



Utility User Tax (UUT)

In November 2010, the voters of Newark passed Measure U, a 3.5% Utility User Tax (UUT). This UUT is applied to electricity, natural gas, telecommunications, and cable service and was implemented to restore some of the services that were severely cut during the recession. In November 2014, the voters extended the UUT and reduced the rate to 3.25%. In November 2020, Newark voters approved Measure PP to again extend the UUT another 9 years at the current rate to maintain vital services which include public safety, fire protection, streets and pothole repair, and crime and gang-prevention programs.

On average, the Utility User Tax (UUT) revenue is $3.3 million per year. The fluctuations shown below appear to be a reflection of consumer habits due to changing technology. Specifically, there is a trend of people switching from traditional television channel providers (such as Comcast) to internet-based programming through streaming which UUT is not subject to. These changes result in fewer gross receipts from utility providers, which means less UUT revenue for the City.



Other Taxes

The Other Taxes category includes Business License Tax and Property Transfer Tax and is projected to be $1.5 million and $556,000 respectively, at the end of FY 2022.

Business license taxes are paid by individuals and entities to conduct business in the City of Newark. Business license revenue is affected by the number of businesses in the City and the gross receipts these businesses generate. While business license tax revenue fluctuates with the economy, it is to a lesser degree than sales taxes.

The Business License Taxes are based upon the calendar year with a due date of January 31st. Payments received after January 31st will be assessed penalties. The City has collected approximately $1.5 million from 2,615 businesses for the period of December 1st through April 1st, 2022, of which 67% renewed/applied through the web portal. However, as of April 1st, there were approximately 584 outstanding business license renewals. The projected fees, for those remaining businesses, would be $66,000 in business license fees and $33,000 in penalties, which are assessed at 50% of the business license fee.

Property Transfer Tax is levied on the sale of real property. The County of Alameda collects $1.10 per $1,000 of the sale price when any real property is sold, of which the City receives half, or $0.55 per $1,000. The major economic drivers for property transfer tax are the volume of property sales and home prices. Unlike the 1.0 percent property tax revenue, property transfer tax receipts reflect current economic conditions without lag time. Even though there is low inventory, the median home price has continued to rapidly grow over the past year.

Licenses, Permits, and Fees

This category includes recreation fees, franchise fees, animal licenses, construction permits, encroachment permits, and building permits. The Licenses, Permits & Fees category is projected to end the year at $4.0 million.

The closure of the Recreation and Community Services' facilities due to the COVID-19 pandemic resulted in a significant drop in revenue collection during fiscal years 2020 and 2021 and is expected to slowly recover to pre-pandemic levels.

The City collects Franchise Fees from utility service providers for the use of city streets and rights-of-way. Franchise fees are currently received on cable TV, garbage, electricity, and natural gas. Historically, franchise payments are not remitted equally throughout the fiscal year: therefore, mid-year receipts are not necessarily predictive of year-end actuals. Total Franchise Fee revenues are projected at $4.1 million.

Construction permit revenues are directly associated with the number and value of residential and commercial development activities in the City. Construction permits saw a spike in FY 2016 due to high-cost encroachment permits. Construction permit revenues are projected to be $1.7 million in each FY 2023 and in FY 2024.

For the most part, development activity is steady but expected to level off. Public works services and building permits will remain consistent with prior year amounts due to community needs.

The 2020-2022 Biennial Budget assumed gradual lifting of the shelter-in-place orders with a phased approach to reopening our revenue-generating services. Amidst this context, Staff anticipated minimal revenue in the first two

Use of Money and Property

The use of money and property category includes interest and dividend income on the City's investment of fund balances, primarily General Fund working capital and reserves. The City's cash is invested mainly with the State of California Local Agency Investment Fund (LAIF) and with California Asset Management Program (CAMP). Both of these options are secure and no-risk investments. Revenues in this category are forecasted to fluctuate depending upon the General Fund's invested cash balance.

Operating Expenditures

Personnel expenditures are comprised of all costs associated with employee salary and benefits, except for the cost of the PERS pension payments. The personnel expenditures include salary, and benefit costs for regular full-time, regular part-time, and part-time, seasonal, and temporary positions. These expenditures increase as a result of negotiated salary adjustments, and other salaries and health benefits increase. Transfers in from the American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds provide additional funding for personnel expenditures through FY 2024. At the time of this writing, the City is in active bargaining negotiations with employee groups and the exact cost of salary adjustments and benefit increases have not been finalized.

The cost of retirement benefits continues to be significant for the City. The PERS Board continues to adopt changes to their assumptions and accounting methodology. Most recently, high investment rates realized at the end of June 2021 triggered the plan's risk mitigation policy which lowers the discount rate to 6.5%. The effect of the discount rate reduction is a projected increase to the unfunded liability and increase in the normal cost, which will come into effect for fiscal year 2024.

The Alameda County Fire contract accounts for 18% of the City's Operating Budget. Other operating expenditures include supplies, other contractual services, utilities, debt service payments, and equipment purchases. These expenditures increase as a result of inflation, increased service demands, and the addition of new programs or service levels. This accounts for the remaining 29% of the Operating Budget.

The City's fiscal position is certainly much stronger today than it was at this time two years ago at the onset of the pandemic. The continued expansion of the economy, coupled with Federal funding, has allowed for the restoration of several positions as well as restoration of services and

programming at a level the public was accustomed to prior to the pandemic. As a result, FY 2022 revenue projections are slightly higher than FY 2021 actual revenue and revenue projections for FY 2023 and FY 2024 are reflecting cautious optimism.

These expenditures and revenue estimates reflect certain assumptions that are subject to change even before the adoption of the FY 2022-2024 Biennial Budget. Approval of supplemental budget requests and funding changes as a result of City Council direction will impact the overall expenditure estimates. Staff also updates these estimates and assumptions on an ongoing basis as a result of changes in the economy and funding priorities.

2023-2027 General Fund Five-Year Forecast ($ in Millions)	FY 2023 Projection	FY 2024 Projection	FY 2025 Projection	FY 2026 Projection	FY 2027 Projection
PROPERTY TAX	27.29	28.94	30.68	32.55	34.55
SALES TAX	14.47	14.86	15.41	15.94	16.51
MEASURE GG	5.96	6.14	6.43	6.65	6.88
TRANSIENT OCCUPANCY TAX	3.84	3.92	3.95	3.95	3.95
UTILITY USERS TAX	3.31	3.31	3.32	3.33	3.33
OTHER TAXES	2.05	2.12	2.16	2.20	2.25
LICENSES PERMITS & FEES	9.96	10.20	10.42	10.62	10.83
OTHER REVENUE	2.11	2.14	2.18	2.21	2.24
TOTAL REVENUES	$ 68.99	$ 71.63	$ 74.55	$ 77.45	$ 80.54
Expenditures by Category					
PERSONNEL [a]	34.44	35.20	36.88	37.87	38.87
ACFD FIRE SERVICES	11.83	12.70	13.33	14.00	14.70
NON-PERSONNEL EXPENDITURES	17.72	17.67	18.12	18.58	19.06
TOTAL EXPENDITURES	$ 63.99	$ 65.57	$ 68.33	$ 70.45	$ 72.63
NET OPERATING RESULTS BEFORE TRANSFERS	$ 5.00	$ 6.06	$ 6.22	$ 7.00	$ 7.91
TRANSFERS IN [1]	2.13	1.77	-	-	-
TRANSFERS OUT [2]	5.96	6.14	6.43	6.65	6.88
NET OPERATING RESULTS AFTER TRANSFERS	$ 1.17	$ 1.69	$ (0.21)	$ 0.35	$ 1.03

(a) Personnel Costs inlcudes the following vacancy factors: 7% (FY 2023), 7% (FY 2024) and 5% for out years.

(1) Transfer In from ARPA Fund $2.13M (FY 2023), $1.77M (FY 2024).

(2) Transfer Out Measure GG revenue earmarked for debt service and Civic Center capital expenditures.

The COVID-19 Pandemic and the Development Forecast

The COVID-19 Pandemic has caused significant and direct impact to nearly every aspect of people's lives, including the physical, social, and economic well-being of California cities, residents, and businesses. Governor Gavin Newsom's Executive Order N-33-20 (Stay-at-Home Order) was issued March 19, 2020, which required all Californian's to stay home or at their place of residence, except for certain workers who were deemed essential. During most of 2020 and throughout 2021, impacts of the Pandemic and the necessary shelter in place orders included severely limited economic and social activities, surging unemployment claims, declines in revenue from sales tax, transit occupancy (hotel) tax, and other local government revenues.

Area Wide Economic Development Trends

The COVID-19 Pandemic will have broad and long-lasting impacts, and it accelerated and amplified many existing trends and conditions. Between the COVID-19 Pandemic and actions taken by local, state, and federal officials to protect health and promote safety have resulted in dramatic shifts in social and lifestyle perspectives.

Development and construction slowed during the Pandemic due in part to initial limitations on construction activities in early 2020, brought on because of uncertainty of the economy. The construction industry also saw significant increases in the costs of materials, labor shortages, delay of shipments of construction materials and shifts in demand. The United States construction industry relies heavily on foreign construction materials such as steel and stone, and the COVID-19 Pandemic caused closures and delays at international factories that produce these materials. As a result, construction material supply dramatically decreased in the U.S. and what was available became more expensive.

E-commerce trends such as online shopping, home delivery, and online ordering services for pick up, accelerated for retail, food and drug, and restaurant industries. This lead to greater growth for businesses with existing e-commerce services and retail businesses with efficient distribution centers, and loss of sales for businesses unable to adapt to a new way of doing business. Many businesses have begun adapting to these changes by adding e-commerce options to their stores or restaurants and offering delivery or pick up options.

Regulatory bodies throughout California are also being more flexible in allowing things like added outdoor seating for restaurants, or outdoor sidewalk sales. Many cities have been looking towards adding more pedestrian friendly environments to their downtown and retail focused areas.

There has been a widespread adoption of remote work. While people are beginning to go back into the office, many will continue to work part-time or even full-time from home. This will likely lead to long-term impacts on the location and demand for office space.

Additionally, the Pandemic has exposed and accelerated pre-existing housing supply constraints. As of October 2021, there was 1.8 months' worth of housing inventory available on the market in California. Inventory refers to the number of months it would take for all the current homes for sale on the market to sell. A healthy housing market usually has approximately six months of inventory. In the year prior to the Pandemic, there was more than 3.5 months of housing inventory in the state. This can only be solved by more supply of housing or weaker consumer demand.

Local Development Trends

Development and construction may have slowed during the start of the COVID-19 Pandemic, but the City of Newark has continued to see new development and growth in the area. From fiscal year 2020 to 2021, Newark's total revenue decreased, however, certain industry groups such as business and industry and auto and transportation saw an increase in sales. Similar to many other U.S. cities, Newark's tax revenue from restaurants and hotels, fuels services, and retail and other consumer goods has decreased over the COVID-19 Pandemic.

There are four notable projects currently in the entitlement phase, including a Hyatt House Hotel and residential projects containing townhomes and duplexes. The proposed Hyatt House Hotel would be located at 39888 Balentine Drive and include 112 guest rooms, two ballrooms, and amenities such as a pool, workout room, and breakfast area. The Cedar Homes development project would be located at 38730 Cedar Blvd and the proposal includes 127 attached townhomes and duplexes. FMC Willow, at Willow and Enterprise Streets, is another project in

the entitlement phase that includes plans for 324 attached townhomes, 88 of which will be affordable housing units.

An important component of building an inclusive community is to provide affordable housing opportunities within Newark. In addition to the planned affordable units at FMC Willow, the City recently approved the Timber Street senior-affordable project containing 78 apartment units. The City has also applied for State of California Homekey Grant funds, which, if granted, would help fund the acquisition and conversion of the Newark Towne Place Suites extended-stay hotel to 125 units of affordable housing. The City's General Plan Housing Element will be updated in January 2023 and will provide new programs that will support affordable housing development throughout the community.

Several additional notable projects have been completed since the start of the Pandemic. Panattoni Light Industrial, an over 400,000 square-foot (SF) building, at 7200-7400 Gateway Blvd was completed in 2021. This space includes 250,000 SF of manufacturing space, 135,000 SF of warehouse space, and 26,000 SF of office space. Construction of the new Hyatt Place Hotel, at 5600 John Muir Drive, is slated to be complete in mid-2022. The Hyatt Place Hotel will have 112 guest rooms.

The City is seeing quite a bit of movement on several of their specific plans and master plans, including the Bayside Newark, NewPark Place, and Area 3 and 4 Specific Plans. These master plans are long-range planning projects for residential, commercial, transit-oriented development, and open space developments.

Bayside Newark



The Bayside Transit Oriented District Specific Plan (Previously known as Dumbarton Transit-Oriented Development), adopted in 2010, is a neighborhood that provides a broad range of new housing types, open space and parks, access to future transit facilities, and neighborhood serving retail and commercial businesses. The goal is that the neighborhood takes advantage of future transit investment to facilitate alternative commutes, dramatically increase pedestrian mobility and to take full advantage of its location and surrounding open space resources.

The Bayside Transit Oriented District Specific Plan limited residential development to 2,500 units for the entire plan area. As of the end of 2021, projects that have been completed or are under construction include Glass Bay, Lighthouse, Bayshores, Compass Bay, Bridgeway, and Harbor Pointe. As mentioned earlier, FMC Willow is a project currently under review.

NewPark Place Specific Plan

In 2021, the City of Newark and Brookfield Properties, the owner of NewPark Mall, began implementing the NewPark Place Specific Plan. The Plan, adopted in 2018, has a vision to transform the NewPark Mall into a vibrant, urban place with modern residential units, retail, dining opportunities, community venues, and enhanced multi-modal streets and transit opportunities that will act as a premier Bay Area destination that will revive the regional retail uses within the mall and act as an economic engine for the City of Newark. The Planning Commission and City Council held public hearings in June and July of 2021, respectively, to consider amendments to the Specific Plan and ultimately voted to approve the recommendations.

Brookfield Properties would develop two projects that will serve as catalysts for future redevelopment of NewPark Mall. The first is the Phase A Residential Project, a residential and

retail mixed use project with a total of 319 dwelling units, approximately 3,700 square feet of ground floor retail, approximately 12,900 square feet or amenities such as a bike shop, clubroom, co-workspace, game room and fitness room, a pool courtyard, and enclosed parking to include 506 parking stalls. The structure would sit along Alpenrose Drive at six-stories tall with five residential levels situated over the ground floor retail and amenities space. The remaining portion of the structure is five stories with six and a half levels of enclosed parking. Construction is expected to begin in 2022 and be completed in early 2025.

The second proposed project is a Costco warehouse and 32-pump retail fuel facility to be located on an approximately 10.8-acre site and constructed by Costco. The space would include approximately 161,000 square feet of gross leasable area that includes a bakery, pharmacy, optical center, hearing aid testing center, food court, photo center, tire sales and installation center, and 10,340 square foot open air canopy. Construction is expected to begin in 2022 and be completed in the Fall of 2023.

NewPark Mall Economic Impact

In a Peer Review completed by the HdL Companies ECONSolutions Team in June 2021 to evaluate the Economic Benefit Assessment prepared by Brookfield Properties, it was estimated that complete implementation of the development allowed in the NewPark Place Specific Plan would bring in approximately 3,000 residents and over 1,400 total employees.



HdL Companies analysis of potential revenue generated by the repositioning and redevelopment of NewPark into a mixed-use retail and residential environment is estimated to result in total revenues of approximately $9.6 million including increases in assessed valuation and sales taxes.

Summary

Newark has continuously seen strong development activity for the past ten years. The COVID-19 Pandemic may have had a slight impact on overall development, though the City is still seeing pre-Pandemic development projects in construction or being completed. Newark's plans for additional residential housing are a positive step in response to the housing shortage in the State and the Bay Area. The re-use of the NewPark Mall in the NewPark Place Specific Plan will transform the area in a very positive way. The long-term impacts to Newark may be seen in change in use of existing spaces, such as downsizing office space. It will be important to get ahead of such changes to plan for future re-use.

General Fund

The General Fund consists of activities that benefit the general public. It includes City Council, City Administration, Police, Fire, Library, and Economic Development. These activities are supported by General Fund revenues.

The concept of a Cost Center is to account for those activities for which a fee is charged to external users of the goods or services. The cost of providing services for an activity should be recovered through fees or charges. In practice, Cost Centers are used to account for activities whose costs are only partially funded by fees and charges. In this case, a well-defined contribution from the General Fund to the Cost Center is required. In other cases, some of the activities in the fund are deemed by the City Council to be of general public benefit, and, therefore, receives a carefully considered contribution.

Services in Cost Centers can be fully cost recovering, which means that all costs of providing services include both direct and overhead costs. The overhead factor is created from a cost allocation plan. In development plan review, for example, the cost allocation plan is reasonable in that it accounts for the cost the planner places on the General Fund. The planner position requires, among other services, personnel administration services (recruitment, benefit administration, etc.), finance services (payroll, computer systems, etc.), and management services (performance review, work planning, etc.). The true cost of providing the plan check includes these costs. These costs are allocated to the planner based on nine criteria developed by the Finance Department and approved by the Executive Team, City Manager, and City Council.

Development Cost Center

The Development Cost Center consists of Planning, Engineering, Building Regulation and Inspection, and Community Development. These are services provided for developmental activities in the community and are supported primarily by development fees. When first adopted, the General Fund contribution to the Development Cost Center was 31% and that contribution is projected to be 41% for fiscal year 2023. In addition for fiscal year 2023, $842,000 is projected to be funded with ARPA funds.

Recreation Cost Center

The Recreation Cost Center provides for the City's recreation programs and activities. These services are paid for by user fees that are partially cost covering. The City updates its Master Fee Schedule annually and takes into consideration market comparisons and cost of providing the services. Some General Fund contribution is required due to market constraints in pricing services. This fund was given a 40% General Fund contribution when it was created and is currently projected to receive a 53% contribution for the upcoming fiscal year 2023 budget. The specific activities in this fund include General Recreation Services, Youth/Adult Sports, Fitness and Wellness, George M. Silliman Community Activity Center Phase II – Family Aquatic Center, General Community and Human Services, Youth and Teens, and Seniors Activity. The Recreation Cost Center also includes the licensed childcare program. This program is included in the 53% contribution from the General Fund for fiscal year 2023. Other funding includes $551,000 from the ARPA funds.

Maintenance Cost Center

Maintenance Cost Center provides for the maintenance of the City's infrastructure assets. The preservation of the City's infrastructure is a high priority which requires a 84% contribution from the General Fund. Services provided in this fund include Street Repairs, Weed Abatement, Park and Landscape Maintenance, Street Lighting, and Environmental Services. Other funding contributions include $307,000 from ARPA funds and $125,000 from Measure D.

Capital Funds

The Capital Funds are predominantly capital, rather than an operating fund. It contains both capital projects and capital funds. The Capital Improvement Plan (CIP) is included within this fund. Activities include Street Construction/Gas Tax, Street Tree Program, Park Construction, Art In Public Places, Housing and Community Development (HCD) grant projects, and Capital Improvements. This fund is supported by various revenues, including State Gas Tax, Measure B, BB and SB 1 funds, and Federal, State, and other agencies' grants. General Fund contributions to this fund fluctuate from year to year depending on capital construction needs and the General Fund's ability to generate a surplus to support them.

NEWARK
california

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HOW TO READ THE BUDGET SUMMARY PAGES

1 The Summary Page provides a summary for each fund in the budget. These funds are the General Fund, Cost Center Funds, and Internal Service Funds. The summary shows information at the Organizational Unit. Further budget detail can be found on the Budget Detail by Department.

2 Each Department has a distinct number for coding purposes. For example, 13 is the Department Number for the City Clerk Services. This column lists the organizational unit which could include the Department, Division and Program numbers.

3 Programs are groups of related activities, and activities are groups of account codes that describe specific City services. For example, Department 13 City Clerk is one activity under the GENERAL GOVERNMENT/MANAGEMENT AND SUPPORT SERVICES SUMMARY program. It contains the budget for all personnel, supplies, services, and capital associated with providing City Clerk services to the City Council and community.

4 The amounts in this column reflect the original budget as it was adopted for fiscal year 2022, which began on July 1, 2021.

5 The amounts in this column reflect budgets as amended by the City Council for fiscal year 2022.

6 The amounts in this column are the projected activity budgets for fiscal year 2022.

7 The amounts in this column are the activity budgets for fiscal year 2023.

8 The amounts in this column are the activity budgets for fiscal year 2024.

HOW TO READ THE BUDGET SUMMARY

GENERAL GOVERNMENT/MANAGEMENT & SUPPORT SERVICES SUMMARY

	Organizational Unit	2021-22 Adopted	2021-22 Amended	2021-22 Estimated	2022-23 Budgeted	2023-24 Budgeted
	GENERAL GOVERNMENT					
10	Mayor-Council	326,000	326,000	292,000	484,871	486,061
13	City Clerk	283,000	283,000	362,000	535,539	375,511
15	City Attorney	902,000	902,000	549,000	468,000	481,000
	Subtotal	**1,511,000**	**1,511,000**	**1,203,000**	**1,488,410**	**1,342,572**
	MANAGEMENT & SUPPORT SERVICES					
20	Management Services	864,000	1,009,000	1,082,000	1,463,995	1,487,426
21	Information Technology Systems	1,068,000	1,326,000	1,307,000	2,084,177	2,039,561
22	Human Resources Services	717,000	1,455,000	1,284,000	1,495,334	1,503,459
80	Financial Services	1,841,000	2,132,000	1,960,000	2,381,453	2,435,614
	Subtotal	**4,490,000**	**5,922,000**	**5,633,000**	**7,424,958**	**7,466,059**
	TOTAL	**6,001,000**	**7,433,000**	**6,836,000**	**8,913,368**	**8,808,630**

BUDGET STRUCTURE

FUNDS

An accounting-related entity which exists to control and account for funds from various sources. All expenditures and revenues are classified into one of three types of funds.

ORGANIZATIONAL UNITS

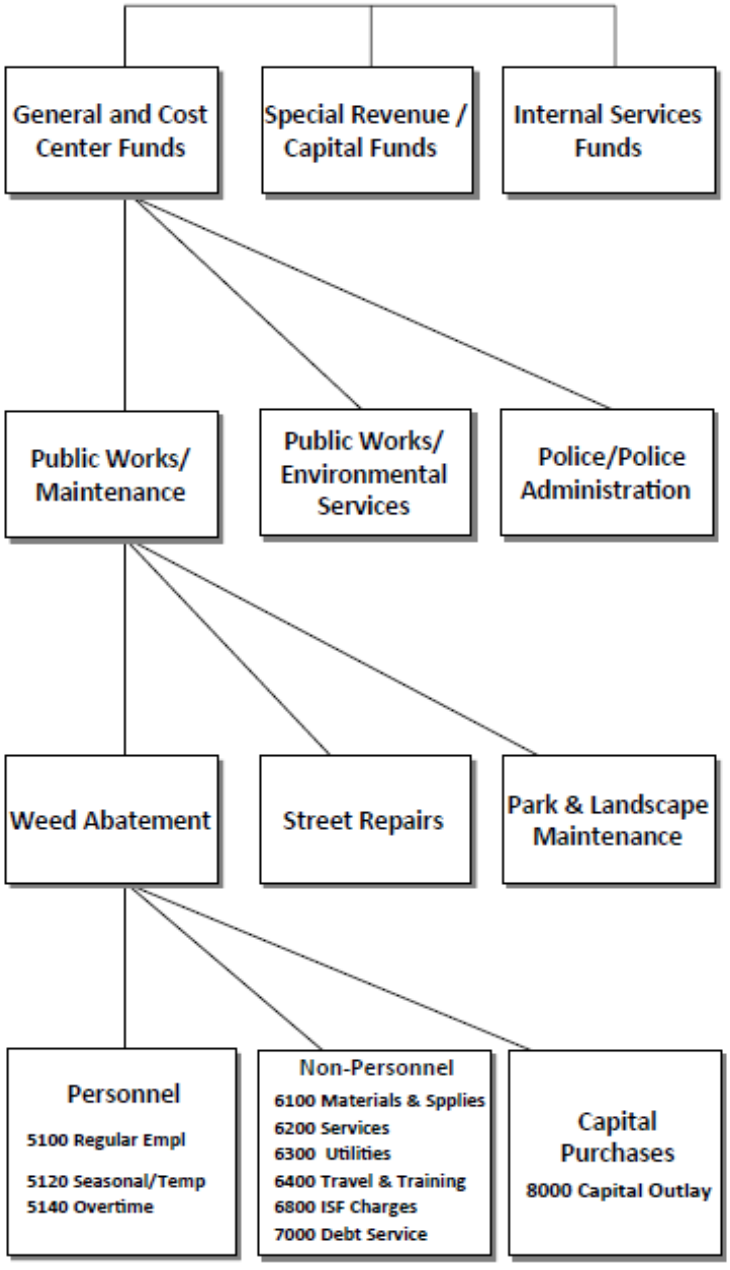
Departments and Divisions together is the organization unit responsible for a particular service. All funds have organizational units. These are some sample organizational units in the General Fund

PROGRAMS

A category of services or administrative function provided by the organizational units. All organizational units have programs/activities. These are some sample programs/activities within the organizational unit.

ACCOUNT CLASSIFICATIONS

A category of cost designed to provide detail on the types of commodities, materials, supplies or services purchased by the local government and the provision of services. All activities have account codes, also known as line items. These are the three categories of account codes common to all organizational units.



ACCOUNT CODE DESCRIPTIONS

The following Account Code descriptions are commonly referred to as expenditure codes. Revenue codes in the 4000 series are described separately in the Glossary.

5100 Regular Employees represent the personnel cost for services provided by full-time and regular part-time employees. Full-time employees have a weekly average regular work schedule of 40 hours. Regular part-time employees have a weekly average regular work schedule of 20-35 hours.

5120 Personnel costs of services provided by part-time seasonal, temporary, or contractual employees.

5140 Overtime represents the cost for services provided by employees for hours worked in excess of regularly scheduled hours to meet service level needs.

6100 Materials and Supplies represent the cost for tangible goods and commodities which are consumed or materially altered when used.

6200 Services (professional and contractual) represent the cost for general or special City services performed by either private agencies or outside governmental agencies. An example of a private agency contract is a contract for weed abatement services. An example of an outside governmental agency contract is the contract with the City of Fremont for animal shelter services.

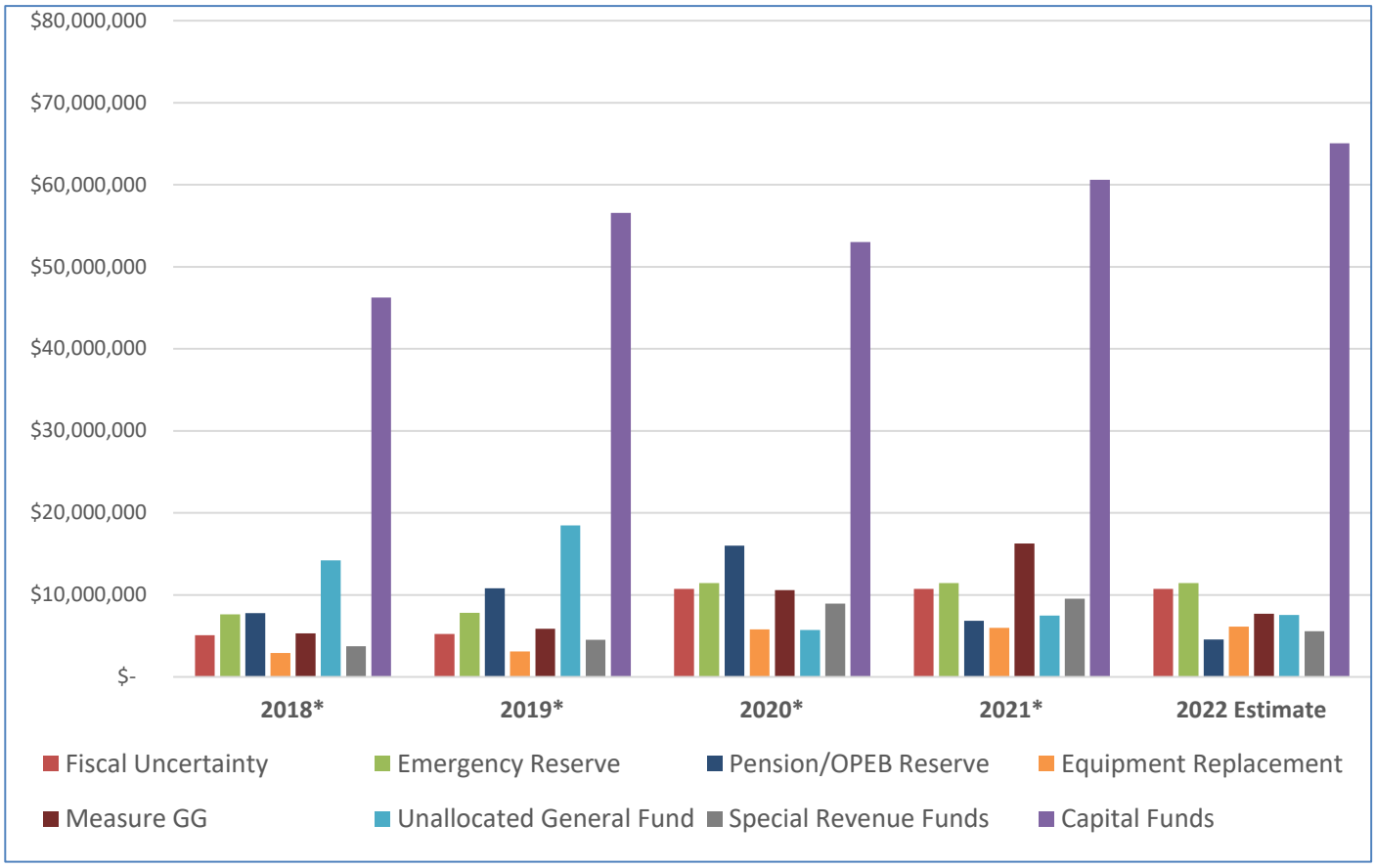
6400 Membership, Travel, and Training represent the cost for membership in professional and trade associations, traveling to and participation in workshops, seminars, and conferences provided by these associations, and in-house training programs. Examples of some activities under this category include disaster preparedness training and exercises, advanced training in computer software use, and technical workshops that introduce new legislative reporting requirements.

6800 Internal Service Charges represent allocation of costs incurred by the Internal Service Fund (ISF) activities to provide services to other City departments. The ISF activities include Office Support, Self-Insurance (Workers' Compensation and Public Liability), Maintenance (Equipment, Building), and Equipment Replacement.

7000 Debt Service represents principal and interest payments on long-term debt for the Civic Center. This also includes capital lease payments for the acquisition of a fire pumper and street sweeper.

8000 Capital Outlay represents the cost of major and significant acquisitions of equipment, land, buildings, and building improvements. An example is a purchase of a new vehicle that is added to the City's fleet. Another example is the cost for a major building renovation that extends the building's economic life and expands its functional use.

HISTORICAL FUND BALANCES



	2018*	2019*	2020*	2021*	2022 Estimate
General Fund					
Fiscal Uncertainty	$ 5,095,000	$ 5,220,000	$ 10,722,000	$ 10,722,000	$ 10,722,000
Emergency Reserve	7,643,000	7,830,000	11,430,000	11,430,000	11,430,000
Pension/OPEB Reserve	7,784,867	10,789,000	15,989,000	6,824,000	4,560,000
Equipment Replacement	2,900,000	3,100,000	5,800,000	6,000,000	6,138,000
Measure GG	5,306,000	5,874,000	10,564,000	16,263,000	7,713,000
Unallocated General Fund	14,215,000	18,480,000	5,712,000	7,474,000	7,554,530
Special Revenue Funds	3,753,000	4,507,000	8,951,000	9,550,000	5,559,545
Capital Funds	46,248,000	56,556,000	53,028,000	60,597,000	65,056,606

**** Amounts from ACFR reports***

SUMMARY OF BUDGETED REVENUES
Fiscal Years 2021, 2022, 2023 and 2024

Code	Revenue by Source	2021 Actual	2022 Budgeted	2022 Estimate	2023 Budgeted	2024 Budgeted
	OPERATING REVENUE					
TAXES - PROPERTY, SALES, OTHER						
4010	Current Secured	17,493,615	19,552,000	19,552,000	19,907,000	21,114,000
4011	Current Secured - VLF	5,494,037	5,851,000	5,851,000	6,228,000	6,606,000
4012	Current Unsecured	859,838	847,000	898,000	1,000,000	1,061,000
4013	Prior Secured	168,127	0	135,000	154,000	154,000
4014	Prior Unsecured	30,354	0	30,000	0	0
4015	Supplemental	483,671	0	14,000	0	0
4016	Penalties	59,895	0	19,000	0	0
4020	Sales & Use Taxes	14,775,027	14,984,000	14,772,000	14,468,000	14,862,000
4021	1/2 Cents Sales Tax	5,699,899	5,697,000	5,697,000	5,958,000	6,142,000
4030	Transient Occupancy Tax	2,916,050	3,876,000	3,650,000	3,840,000	3,917,000
4040	Utility User Tax	3,366,768	3,299,000	3,306,000	3,306,000	3,314,000
4053	Documentary Transfer Tax	635,862	732,000	556,000	556,000	595,000
4050.110	Business License	1,339,963	1,461,000	1,461,000	1,491,000	1,521,000
4050.120	Business License - Penalties	53,553	52,000	52,000	0	0
4050.130	Business License - Registration	82,968	85,000	85,000	0	0
	Subtotal	**53,459,629**	**56,436,000**	**56,078,000**	**56,908,000**	**59,286,000**
LICENSES & PERMITS						
4101.XXX	Franchise Fees	4,177,233	4,382,000	4,129,000	4,267,000	4,410,000
4101.140	PEG Fees	61,744	50,000	50,000	50,000	50,000
4103	Animal License	11,678	6,000	9,000	9,000	9,000
4104	Document Reproduction & Certification	16,419	12,000	12,000	0	0
4105	Records Automation fee	220,613	0	123,000	100,000	100,000
4120	Spec NPD Fees-False Alarms	39,684	30,000	34,000	30,000	30,000
4121	Spec NPD Fees-Emergency Response Cost Recovery	10	0	0	0	0
4122	Spec NPD Fees-Towing Administration	40,675	50,000	46,000	25,000	25,000
4123	Abandoned Vehicle Abatement	109,989	20,000	30,000	20,000	20,000
4124	Animal Control Fees	1,530	0	1,000	0	0
4125	Spec NPD Fees-Miscellaneous	1,575	0	10,000	0	0
4130	Special Fire Fee	7,246	8,000	0	7,000	7,000
4132	Spec FD Fee-Fire Permits	150,306	145,000	118,000	118,000	118,000
4135	Spec FD Fee Miscellaneous	3,370	0	3,000	0	0
4140	Home Occupation Fee	20,642	11,000	18,000	11,000	11,000
4141	Zoning Fee	193,022	40,000	201,000	200,000	200,000
4142	Code Enforcement	3,960	10,000	19,000	10,000	10,000
4150	Bldg. Construction Permits	2,222,237	1,650,000	1,424,000	1,680,000	1,680,000
4152	Bldg. Plan Review Fees	1,008,291	830,000	883,000	800,000	800,000
4151	Bldg. Permit Application Fee	112,201	71,000	87,000	70,000	70,000
4153	Fire Preventive Review Fee	158	0	0	0	0
4154.110	Alarm User Permit	3,494	4,000	4,000	4,000	4,000
4154.120	Alarm User Permit - Renewal	5,944	2,000	3,000	2,000	2,000
4157	Street & Curb Permit	248,053	465,000	203,000	250,000	250,000
4158	Plan Checking Fee	283,332	679,000	237,000	325,000	325,000
4160	Maintenance-Utility Charges	660	0	1,000	0	0
4161	Stormwater Quality Control Plan	7,134	6,000	6,000	5,000	5,000
4162	Storm Drain Fees	511,597	505,000	505,000	500,000	510,000
4163	Weed Abatement Fee	5,614	7,000	4,000	4,000	4,000
4164	Landscape & Lighting Maintenance	399,407	0	0	0	0
4199	Other Licenses & Permits	8,402	11,000	11,000	11,000	11,000
	Subtotal	**9,876,218**	**8,994,000**	**8,171,000**	**8,498,000**	**8,651,000**

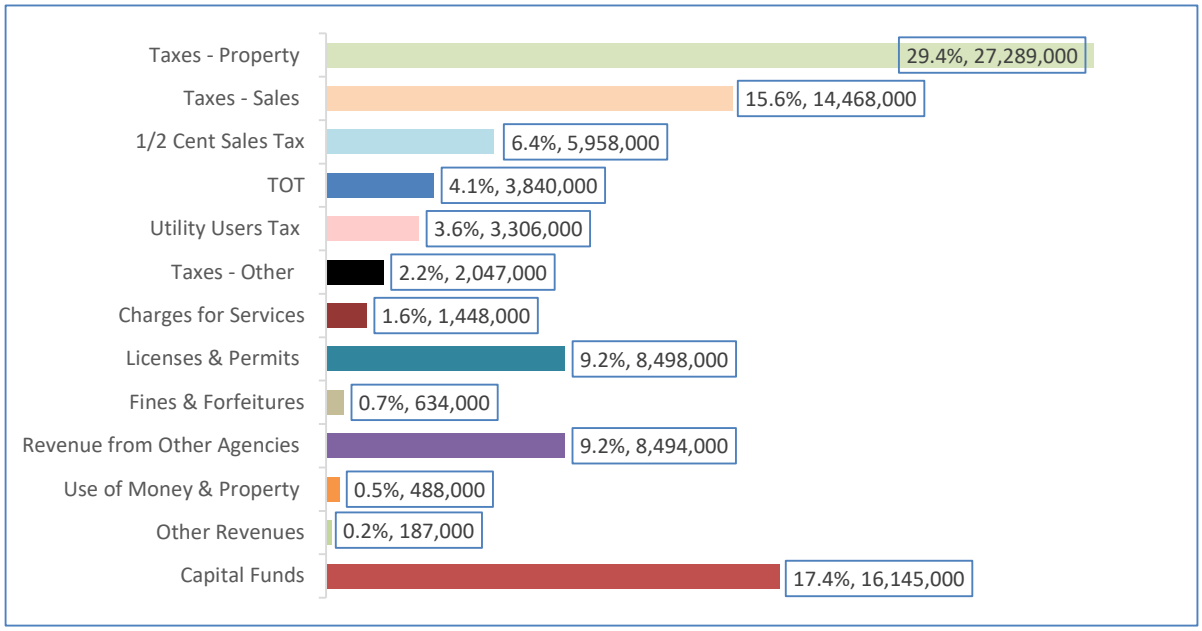
SUMMARY OF BUDGETED REVENUES
Fiscal Years 2021, 2022, 2023 and 2024

Code	Revenue by Source	2021 Actual	2022 Budgeted	2022 Estimate	2023 Budgeted	2024 Budgeted
FINES & FORFEITURES						
4610	Vehicle Code Fines	509,975	815,000	588,000	588,000	588,000
4611	Parking Fines	(247)	50,000	40,000	40,000	40,000
4612	Other Fines	(132,024)	10,000	6,000	6,000	6,000
	Subtotal	**377,704**	**875,000**	**634,000**	**634,000**	**634,000**
USE OF MONEY & PROPERTY						
4880	Investment Earnings	941,191	1,092,000	203,000	80,000	80,000
4881	Sweep Invest Earnings	1,513	0	2,000	0	0
4185/489X	Rents & Concessions	128,990	367,000	277,000	408,000	420,000
	Subtotal	**1,071,694**	**1,459,000**	**482,000**	**488,000**	**500,000**
REVENUE FROM OTHER AGENCIES						
4019	Paramedic Parcel Tax	255,101	233,000	252,000	233,000	233,000
4701	Motor Vehicle-In-Lieu	35,913	35,000	57,000	57,000	57,000
4703	Prop 172 Public Safety Sales Tax	385,017	0	429,000	437,000	454,000
4704	Homeowner Relief	97,800	88,000	98,000	98,000	98,000
4705	Other State Grants	74,400	10,000	1,000	10,000	10,000
472X	State Gasoline Tax	728,163	1,213,000	928,000	1,033,000	1,060,000
4792	Other State Grants	213,076	178,104	139,000	113,000	113,000
4742	Federal & County Grants	330,258	345,000	270,000	275,000	275,000
4750	POST Reimbursement	19,355	30,000	32,000	30,000	30,000
4790	Miscellaneous Services	104,218	12,000	221,000	228,000	228,000
4791	County Grants/Reimbursements	52,818	0	39,000	0	0
4793	Federal Grants	636,861	5,980,000	5,937,000	5,980,000	80,000
4795	Donations	793	0	1,000	0	0
	Subtotal	**2,933,773**	**8,124,104**	**8,404,000**	**8,494,000**	**2,638,000**
CHARGES FOR SERVICES						
4180	General Recreation Services	305,995	287,000	269,000	287,000	290,000
4181	Silliman General Aquatic Program	59,233	627,000	225,000	250,000	300,000
4182	Silliman Center General Admission	51,403	825,000	311,000	280,000	290,000
4183	Silliman Contract Classes	24,168	170,000	138,000	140,000	150,000
4186	Child Care Activity	422	540,000	157,000	430,000	440,000
4187	Preschool Activity	0	138,000	35,000	40,000	45,000
4189	Senior Center Contract Classes	1,080	42,000	2,000	21,000	22,000
4190	Recreation Processing Fee	989	0	2,000	0	0
	Subtotal	**443,290**	**2,629,000**	**1,139,000**	**1,448,000**	**1,537,000**
OTHER REVENUES						
4910	Landscape & Lighting Contract Admin Fee	71,740	71,000	83,000	71,000	71,000
4930	Contribution from Private Sources	0	0	1,000	0	0
4990	Other Revenue	147,488	120,000	111,000	110,000	110,000
4905	Settlement-Court Cases	34,981	0	0	0	0
4995	Misc Reimbursement	127,815	0	5,000	6,000	6,000
4997	Proceeds From Asset Disposition	230	0	0	0	0
4998	Cash Short/Over	1,284	0	(2,000)	0	0
	Subtotal	**383,538**	**191,000**	**198,000**	**187,000**	**187,000**
	TOTAL OPERATING REVENUE	**68,545,846**	**78,708,104**	**75,106,000**	**76,657,000**	**73,433,000**

SUMMARY OF BUDGETED REVENUES
Fiscal Years 2021, 2022, 2023 and 2024

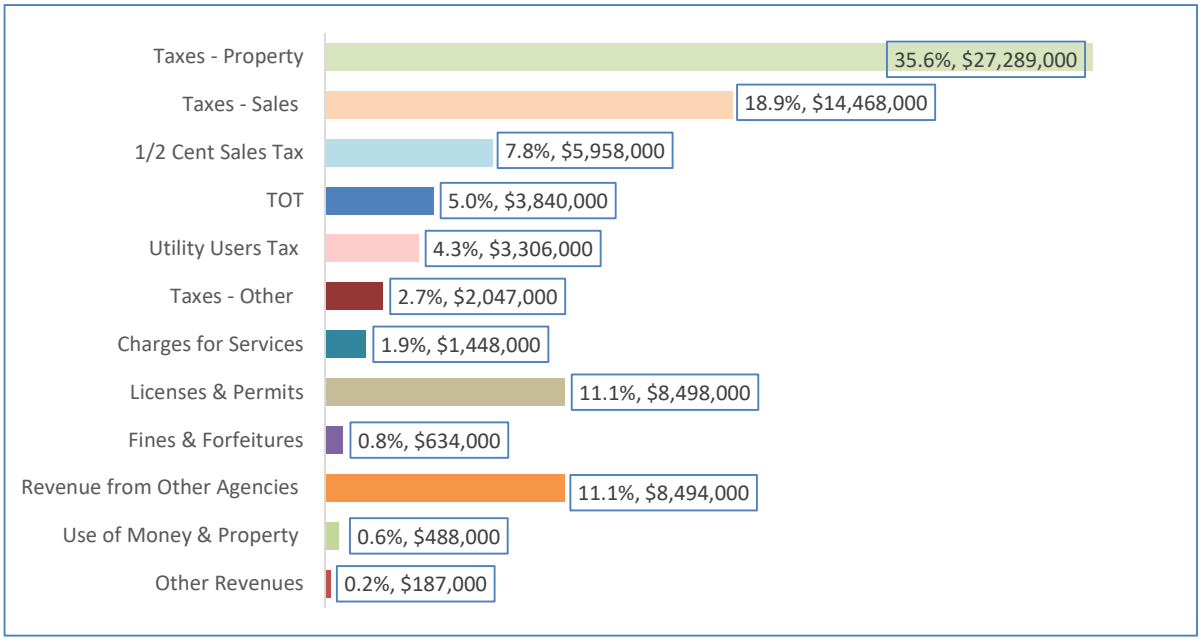
Code	Revenue by Source	2021 Actual	2022 Budgeted	2022 Estimate	2023 Budgeted	2024 Budgeted
	CAPITAL FUNDS					
USE OF MONEY & PROPERTY						
4880	Investment Earnings	205,460	0	47,000	0	0
4881	Sweep Invest Earnings	1,392	0	0	0	0
	Subtotal	**206,852**	**0**	**47,000**	**0**	**0**
REVENUE FROM OTHER AGENCIES						
4723	State Gasoline Tax	337,568	0	341,000	380,000	390,000
4725	HUTA RMRA SB1	907,758	1,012,000	1,012,000	1,114,000	1,114,000
4995	Misc Reimbursement	0	0	42,000	0	0
474X	Measure B/BB/F	1,516,734	1,515,000	1,228,000	1,539,000	1,564,000
4730	Measure D Revenue	72,416	125,000	146,000	125,000	125,000
4790	Other Governmental Agencies	0	150,000	0	0	0
4793	Federal/County Grants	641,877	0	50,000	138,000	140,000
	Subtotal	**3,476,353**	**2,802,000**	**2,819,000**	**3,296,000**	**3,333,000**
IMPACT FEES						
4146	Art In Public Places	116,855	70,000	50,000	83,000	20,000
4143	Park Impact Fees	2,874,677	2,000,000	1,571,000	3,406,000	442,000
4144	Development Impact Fees	15,819,472	0	7,635,000	9,306,000	5,238,000
4145	Community Development Maint. Fees	780,453	563,000	226,000	54,000	11,000
	Subtotal	**19,591,457**	**2,633,000**	**9,482,000**	**12,849,000**	**5,711,000**
	SUBTOTAL CAPITAL FUNDS REVENUE	**23,274,663**	**5,435,000**	**12,348,000**	**16,145,000**	**9,044,000**
	TOTAL CAPITAL FUNDS REVENUE	**23,274,663**	**5,435,000**	**12,348,000**	**16,145,000**	**9,044,000**
	TOTAL REVENUE	**91,820,509**	**84,143,104**	**87,454,000**	**92,802,000**	**82,477,000**
REVENUE SUMMARY RECAP						
	Operating Revenue	68,545,846	78,708,104	75,106,000	76,657,000	73,433,000
	Capital Funds Revenue	23,274,663	5,435,000	12,348,000	16,145,000	9,044,000
	TOTAL REVENUE	**91,820,509**	**84,143,104**	**87,454,000**	**92,802,000**	**82,477,000**

Budgeted Revenue by Source
Fiscal Year 2023



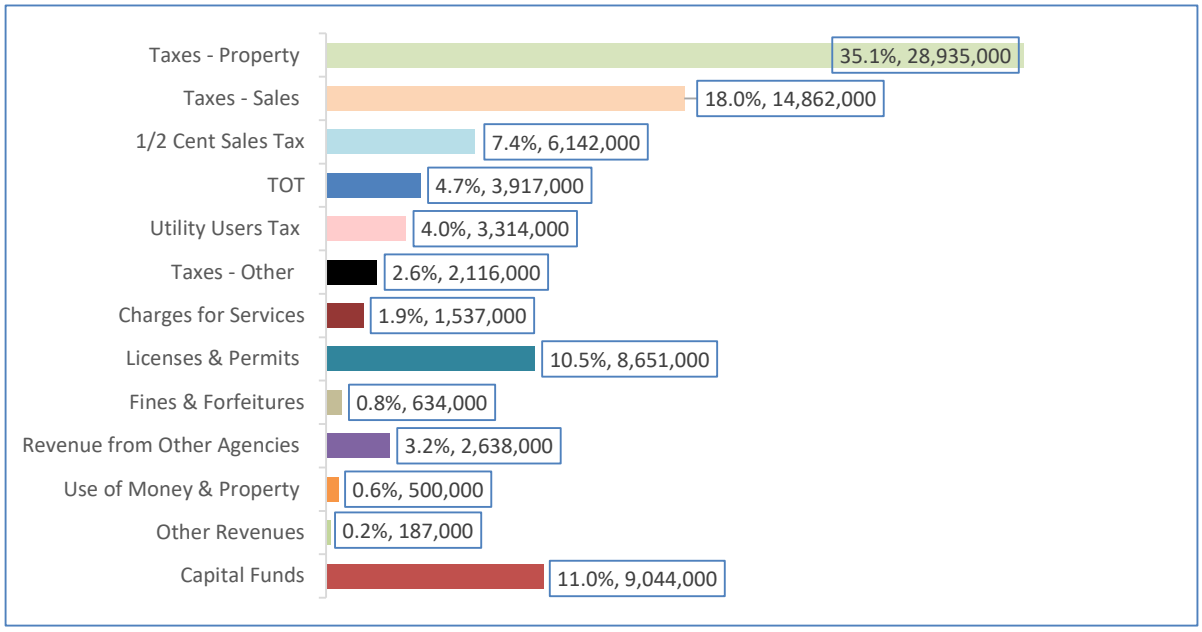
TOTAL **$92,802,000**

Budgeted Operating Revenue by Source
Fiscal Year 2023



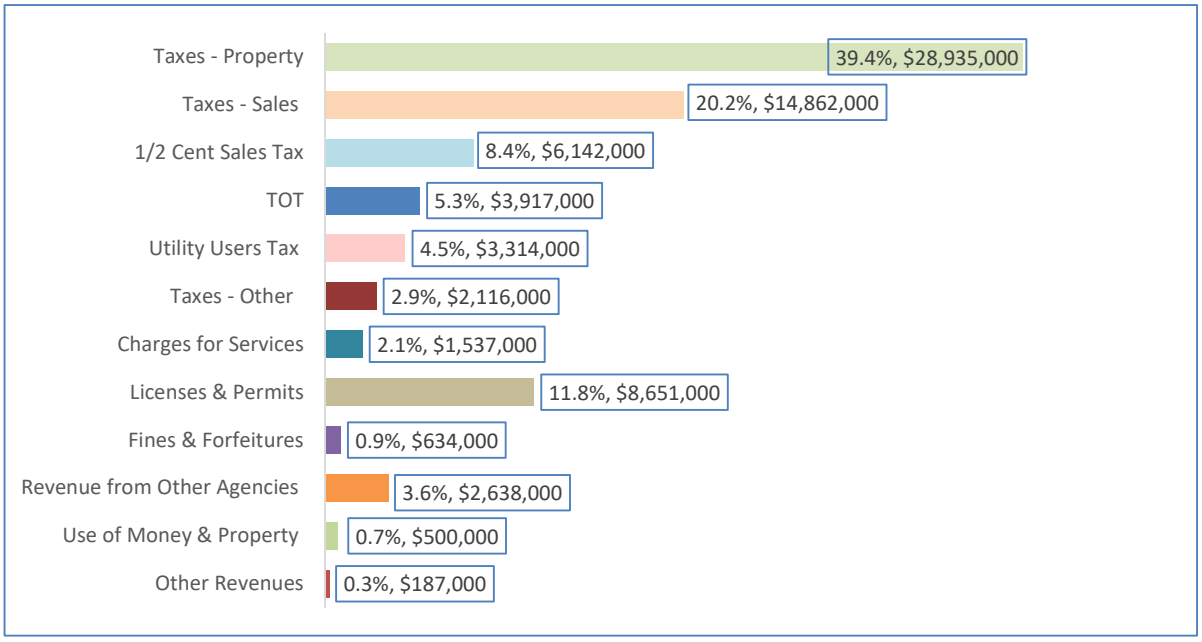
TOTAL **$76,657,000**

Budgeted Revenue by Source
Fiscal Year 2024



TOTAL **$82,477,000**

Budgeted Operating Revenue by Source
Fiscal Year 2024



TOTAL **$73,433,000**

SUMMARY OF BUDGETED REVENUES

General and Cost Center Funds - Fiscal Year 2023

Code	Revenue by Source	General	Development Cost Center	Recreation Cost Center	Maintenance Cost Center	Total Operating	Special Revenue & Capital Funds
TAXES-PROPERTY, SALES, OTHER							
4010	Current Secured	19,907,000	0	0	0	19,907,000	0
4011	Current Secured - VLF	6,228,000	0	0	0	6,228,000	0
4012	Current Unsecured	1,000,000	0	0	0	1,000,000	0
4013	Prior Secured	154,000	0	0	0	154,000	0
4020	Sales & Use Taxes	14,468,000	0	0	0	14,468,000	0
4021	1/2 Cents Sales Tax	5,958,000	0	0	0	5,958,000	0
4030	Transient Occupancy Tax	3,840,000	0	0	0	3,840,000	0
4040	Utility User Tax	3,306,000	0	0	0	3,306,000	0
4053	Documentary Transfer Tax	556,000	0	0	0	556,000	0
4050.110	Business License	1,491,000	0	0	0	1,491,000	0
	Subtotal	**56,908,000**	**0**	**0**	**0**	**56,908,000**	**0**
LICENSES & PERMITS							
4101.XXX	Franchise Fees	4,267,000	0	0	0	4,267,000	0
4101.140	PEG Fees	0	0	0	0	0	50,000
4103	Animal License	9,000	0	0	0	9,000	0
4105	Records Automation fee	0	100,000	0	0	100,000	0
4120	Spec NPD Fees-False Alarms	30,000	0	0	0	30,000	0
4122	Spec NPD Fees-Towing Administration	25,000	0	0	0	25,000	0
4123	Abandoned Vehicle Abatement	20,000	0	0	0	20,000	0
4130	Special Fire Fee	7,000	0	0	0	7,000	0
4132	Spec FD Fee-Fire Permits	118,000	0	0	0	118,000	0
4140	Home Occupation Fee	0	11,000	0	0	11,000	0
4141	Zoning Review Fee	0	200,000	0	0	200,000	0
4142	Code Enforcement	0	10,000	0	0	10,000	0
4150	Bldg. Construction Permits	0	1,680,000	0	0	1,680,000	0
4151	Bldg. Permit Application Fee	0	70,000	0	0	70,000	0
4152	Bldg Plan Review Fees	0	800,000	0	0	800,000	0
4154.110	Alarm User Permit	4,000	0	0	0	4,000	0
4154.120	Alarm User Permit - Renewal	2,000	0	0	0	2,000	0
4157	Street & Curb Permit	0	250,000	0	0	250,000	0
4158	Plan Checking Fee	0	325,000	0	0	325,000	0
4161	Stormwater Quality Control Plan	0	5,000	0	0	5,000	0
4162	Storm Drain Fees	0	0	0	500,000	500,000	0
4163	Weed Abatement Fee	0	0	0	4,000	4,000	0
4199	Other Licenses & Permits	1,000	10,000	0	0	11,000	0
	Subtotal	**4,483,000**	**3,461,000**	**0**	**504,000**	**8,448,000**	**50,000**

SUMMARY OF BUDGETED REVENUES
General and Cost Center Funds - Fiscal Year 2023

Code	Revenue by Source	General	Development Cost Center	Recreation Cost Center	Maintenance Cost Center	Total Operating	Special Revenue & Capital Funds
FINES & FORFEITURES							
4610	Vehicle Code Fines	588,000	0	0	0	588,000	0
4611	Parking Fines	40,000	0	0	0	40,000	0
4612	Other Fines	6,000	0	0	0	6,000	0
	Subtotal	**634,000**	**0**	**0**	**0**	**634,000**	**0**
USE OF MONEY & PROPERTY							
4880	Investment Earnings	80,000	0	0	0	80,000	0
4185/489X	Rents & Concessions	0	0	408,000	0	408,000	0
	Subtotal	**80,000**	**0**	**408,000**	**0**	**488,000**	**0**
REVENUE FROM OTHER AGENCIES							
4019	Paramedic Parcel Tax	0	0	0	0	0	233,000
4701	Motor Vehicle-In-Lieu	57,000	0	0	0	57,000	0
4703	Prop 172 Public Safety Sales Tax	437,000	0	0	0	437,000	0
4704	Homeowner Relief	98,000	0	0	0	98,000	0
4705	State Mandates SB90	10,000	0	0	0	10,000	0
4725	HUTA RMRA SB1	0	0	0	0	0	1,114,000
472X	State Gasoline Tax	0	0	0	0	0	1,413,000
4730	Measure D Revenue	0	0	0	0	0	125,000
4792	Other State Grants/Reimbursements	0	0	0	0	0	113,000
4740	ACTC (LOCAL STREETS & ROADS)	0	0	0	0	0	1,060,000
4741	ACTC (BICYCLE & PEDESTRIAN)	0	0	0	0	0	284,000
4742	ACTC (Paratransit Program)	0	0	0	0	0	275,000
4743	ACTC (LOCAL RD IMPROVEMENT/REPAIR PRGM)	0	0	0	0	0	195,000
4750	POST Reimbursement	30,000	0	0	0	30,000	0
4790	Other Governmental Agencies	12,000	216,000	0	0	228,000	0
4793	Federal Grants/Awards	10,000	0	0	0	10,000	6,108,000
	Subtotal	**654,000**	**216,000**	**0**	**0**	**870,000**	**10,920,000**
CHARGES FOR SERVICES							
4180	General Recreation Services	0	0	287,000	0	287,000	0
4181	Silliman General Aquatic Program	0	0	250,000	0	250,000	0
4182	Silliman Center General Admission	0	0	280,000	0	280,000	0
4183	Silliman Contract Classes	0	0	140,000	0	140,000	0
4186	Child Care Activity	0	0	430,000	0	430,000	0
4187	Preschool Activity	0	0	40,000	0	40,000	0
4189	Senior Center Contract Classes	0	0	21,000	0	21,000	0
	Subtotal	**0**	**0**	**1,448,000**	**0**	**1,448,000**	**0**
IMPACT FEES							
4146	Art In Public Places	0	0	0	0	0	83,000
4143	Park Impact Fees	0	0	0	0	0	3,406,000
4144	Development Impact Fees	0	0	0	0	0	9,306,000
4145	Community Development Maint. Fees	0	0	0	0	0	54,000
	Subtotal	**0**	**0**	**0**	**0**	**0**	**12,849,000**
OTHER REVENUES							
4910	Landscape & Lighting Contract Admin Fee	0	36,000	0	35,000	71,000	0
4990	Other Revenue	0	110,000	0	0	110,000	0
4995	Misc Reimbursement	0	6,000	0	0	6,000	0
	Subtotal	**0**	**152,000**	**0**	**35,000**	**187,000**	**0**
	TOTAL REVENUE	**62,759,000**	**3,829,000**	**1,856,000**	**539,000**	**68,983,000**	**23,819,000**
	TOTAL	**62,759,000**	**3,829,000**	**1,856,000**	**539,000**	**68,983,000**	**23,819,000**

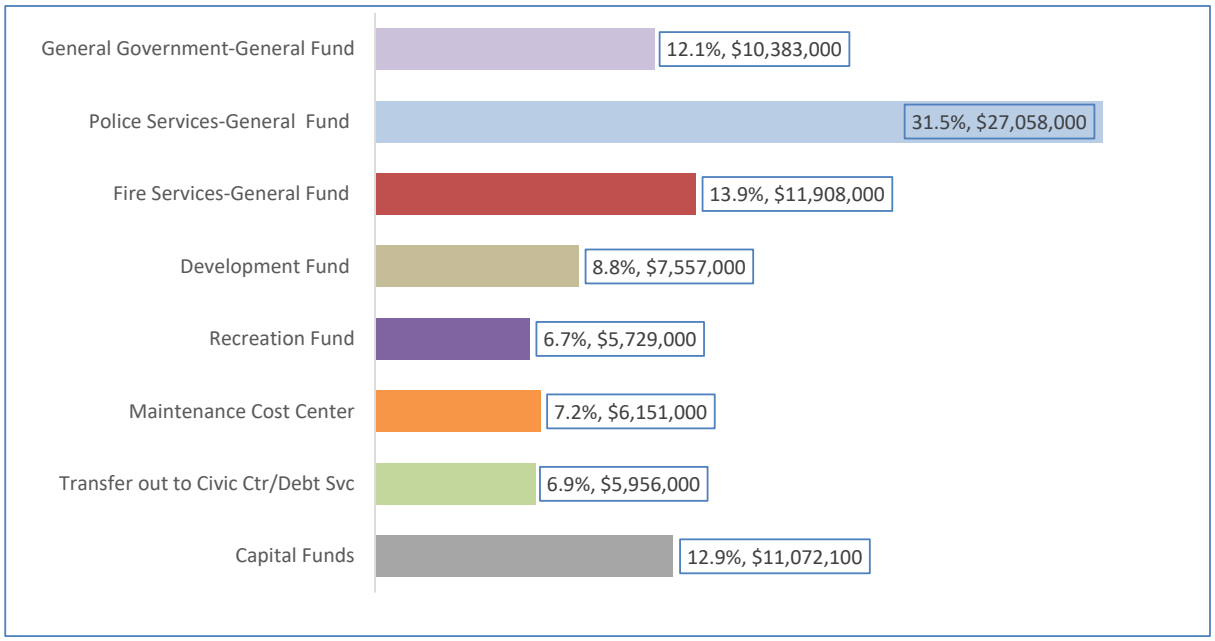
SUMMARY OF BUDGETED REVENUES
General and Cost Center Funds - Fiscal Year 2024

Code	Revenue by Source	General	Development Cost Center	Recreation Cost Center	Maintenance Cost Center	Total Operating	Special Revenue & Capital Funds
TAXES-PROPERTY, SALES, OTHER							
4010	Current Secured	21,114,000	0	0	0	21,114,000	0
4011	Current Secured - VLF	6,606,000	0	0	0	6,606,000	0
4012	Current Unsecured	1,061,000	0	0	0	1,061,000	0
4013	Prior Secured	154,000	0	0	0	154,000	0
4020	Sales & Use Taxes	14,862,000	0	0	0	14,862,000	0
4021	1/2 Cents Sales Tax	6,142,000	0	0	0	6,142,000	0
4030	Transient Occupancy Tax	3,917,000	0	0	0	3,917,000	0
4040	Utility User Tax	3,314,000	0	0	0	3,314,000	0
4053	Documentary Transfer Tax	595,000	0	0	0	595,000	0
4050.110	Business License	1,521,000	0	0	0	1,521,000	0
	Subtotal	**59,286,000**	**0**	**0**	**0**	**59,286,000**	**0**
LICENSES & PERMITS							
4101.XXX	Franchise Fees	4,410,000	0	0	0	4,410,000	0
4101.140	PEG Fees	0	0	0	0	0	50,000
4103	Animal License	9,000	0	0	0	9,000	0
4105	Records Automation fee	0	100,000	0	0	100,000	0
4120	Spec NPD Fees-False Alarms	30,000	0	0	0	30,000	0
4122	Spec NPD Fees-Towing Administration	25,000	0	0	0	25,000	0
4123	Abandoned Vehicle Abatement	20,000	0	0	0	20,000	0
4130	Special Fire Fee	7,000	0	0	0	7,000	0
4132	Spec FD Fee-Fire Permits	118,000	0	0	0	118,000	0
4140	Home Occupation Fee	0	11,000	0	0	11,000	0
4141	Zoning Review Fee	0	200,000	0	0	200,000	0
4142	Code Enforcement	0	10,000	0	0	10,000	0
4150	Bldg. Construction Permits	0	1,680,000	0	0	1,680,000	0
4151	Bldg. Permit Application Fee	0	70,000	0	0	70,000	0
4152	Bldg Plan Review Fees	0	800,000	0	0	800,000	0
4154.110	Alarm User Permit	4,000	0	0	0	4,000	0
4154.120	Alarm User Permit - Renewal	2,000	0	0	0	2,000	0
4157	Street & Curb Permit	0	250,000	0	0	250,000	0
4158	Plan Checking Fee	0	325,000	0	0	325,000	0
4161	Stormwater Quality Control Plan	0	5,000	0	0	5,000	0
4162	Storm Drain Fees	0	0	0	510,000	510,000	0
4163	Weed Abatement Fee	0	0	0	4,000	4,000	0
4199	Other Licenses & Permits	1,000	10,000	0	0	11,000	0
	Subtotal	**4,626,000**	**3,461,000**	**0**	**514,000**	**8,601,000**	**50,000**

SUMMARY OF BUDGETED REVENUES
General and Cost Center Funds - Fiscal Year 2024

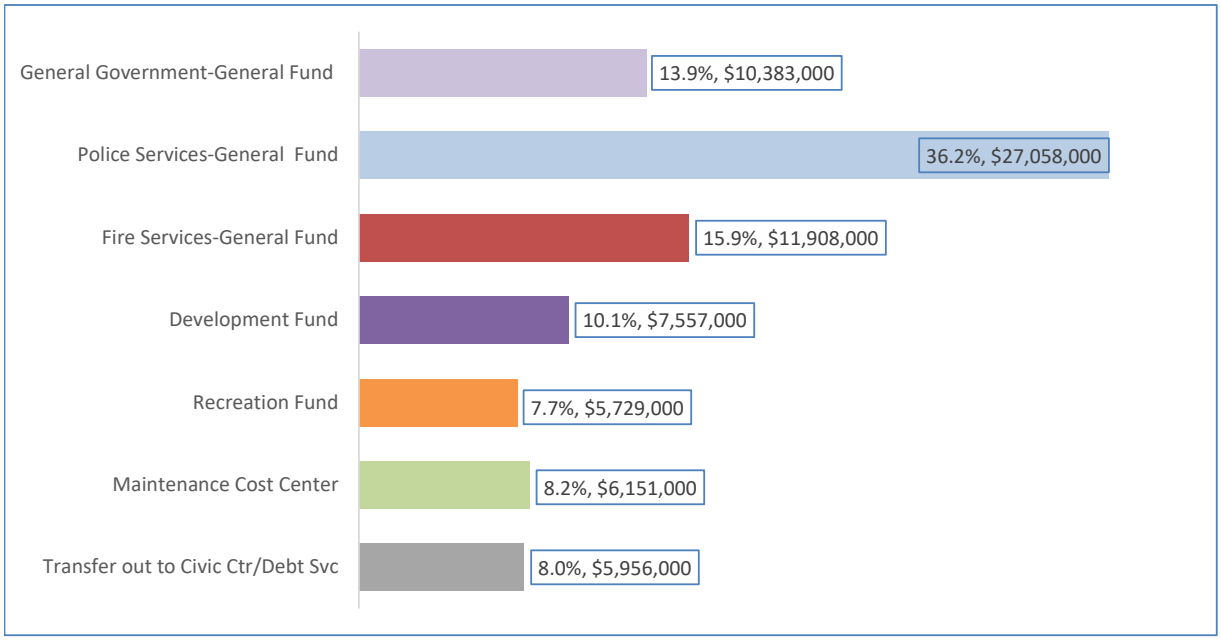
Code	Revenue by Source	General	Development Cost Center	Recreation Cost Center	Maintenance Cost Center	Total Operating	Special Revenue & Capital Funds
FINES & FORFEITURES							
4610	Vehicle Code Fines	588,000	0	0	0	588,000	0
4611	Parking Fines	40,000	0	0	0	40,000	0
4612	Other Fines	6,000	0	0	0	6,000	0
	Subtotal	**634,000**	**0**	**0**	**0**	**634,000**	**0**
USE OF MONEY & PROPERTY							
4880	Investment Earnings	80,000	0	0	0	80,000	0
4185/489X	Rents & Concessions	0	0	420,000	0	420,000	0
	Subtotal	**80,000**	**0**	**420,000**	**0**	**500,000**	**0**
REVENUE FROM OTHER AGENCIES							
4019	Paramedic Parcel Tax	0	0	0	0	0	233,000
4701	Motor Vehicle-In-Lieu	57,000	0	0	0	57,000	0
4703	Prop 172 Public Safety Sales Tax	454,000	0	0	0	454,000	0
4704	Homeowner Relief	98,000	0	0	0	98,000	0
4705	State Mandates SB90	10,000	0	0	0	10,000	0
472X	State Gasoline Tax	0	0	0	0	0	1,450,000
4725	HUTA RMRA SB1	0	0	0	0	0	1,114,000
4730	Measure D Revenue	0	0	0	0	0	125,000
4792	Other State Grants/Reimbursements	0	0	0	0	0	113,000
4742	ACTC (Paratransit Program)	0	0	0	0	0	1,839,000
4750	POST Reimbursement	30,000	0	0	0	30,000	0
4790	Other Governmental Agencies	12,000	216,000	0	0	228,000	0
4793	Federal Grants/Awards	10,000	0	0	0	10,000	210,000
	Subtotal	**671,000**	**216,000**	**0**	**0**	**887,000**	**5,084,000**
CHARGES FOR SERVICES							
4180	General Recreation Services	0	0	290,000	0	290,000	0
4181	Silliman General Aquatic Program	0	0	300,000	0	300,000	0
4182	Silliman Center General Admission	0	0	290,000	0	290,000	0
4183	Silliman Contract Classes	0	0	150,000	0	150,000	0
4186	Child Care Activity	0	0	440,000	0	440,000	0
4187	Preschool Activity	0	0	45,000	0	45,000	0
4189	Senior Center Contract Classes	0	0	22,000	0	22,000	0
	Subtotal	**0**	**0**	**1,537,000**	**0**	**1,537,000**	**0**
IMPACT FEES							
4146	Art In Public Places	0	0	0	0	0	20,000
4143	Park Impact Fees	0	0	0	0	0	442,000
4144	Development Impact Fees	0	0	0	0	0	5,238,000
4145	Community Development Maint. Fees	0	0	0	0	0	11,000
	Subtotal	**0**	**0**	**0**	**0**	**0**	**5,711,000**
OTHER REVENUES							
4910	Landscape & Lighting Contract Admin Fee	0	36,000	0	35,000	71,000	0
4990	Other Revenue	0	110,000	0	0	110,000	0
4995	Misc Reimbursement	0	6,000	0	0	6,000	0
	Subtotal	**0**	**152,000**	**0**	**35,000**	**187,000**	**0**
	TOTAL REVENUE	**65,297,000**	**3,829,000**	**1,957,000**	**549,000**	**71,632,000**	**10,845,000**
	TOTAL	**65,297,000**	**3,829,000**	**1,957,000**	**549,000**	**71,632,000**	**10,845,000**

Budgeted Total Expenditures
Fiscal Year 2023



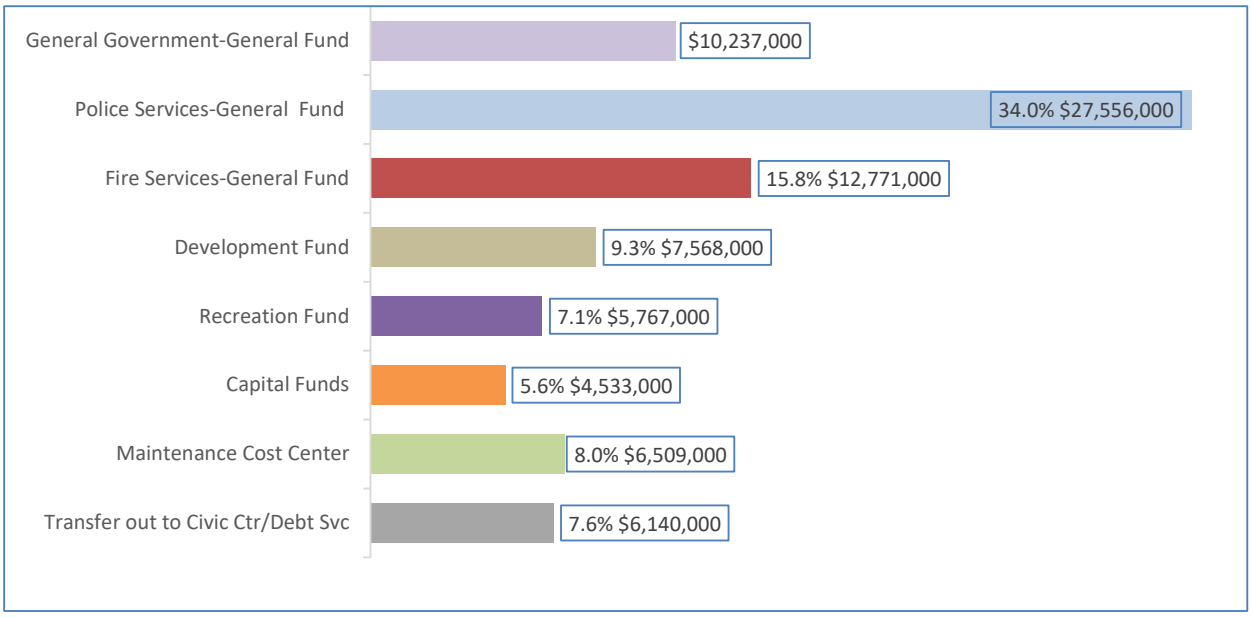
TOTAL **$85,814,100**

Budgeted Operating Expenditures
Fiscal Year 2023



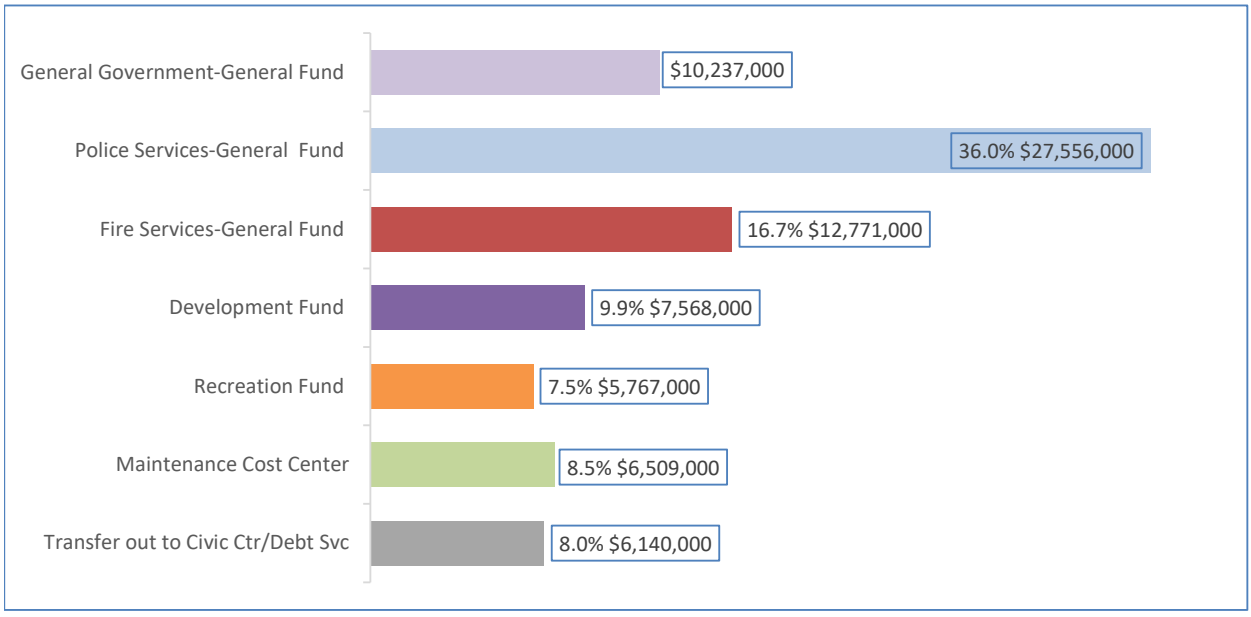
TOTAL **$74,742,000**

Budgeted Total Expenditures
Fiscal Year 2024



TOTAL **$81,081,000**

Budgeted Operating Expenditures
Fiscal Year 2024



TOTAL **$76,548,000**

SUMMARY OF BUDGETED EXPENDITURES
Fiscal Years 2023 and 2024

Code	Program/Activity	2022 Amended	2022 Estimated	2023 Budgeted	% of Total	Personnel	Non Personnel	2024 Budgeted	% of Total	Personnel	Non Personnel
GENERAL FUND											
GENERAL GOVERNMENT											
10.010.100	Mayor-Council	326,000	326,000	409,000	0.48	201,000	208,000	413,000	0.51	204,000	209,000
13.013.130	City Clerk	283,000	362,000	535,000	0.62	317,000	218,000	374,000	0.46	325,000	49,000
15.015.150	City Attorney	902,000	549,000	470,000	0.55	0	470,000	482,000	0.59	0	482,000
	Subtotal	**1,511,000**	**1,237,000**	**1,414,000**	**1.65**	**518,000**	**896,000**	**1,269,000**	**1.57**	**529,000**	**740,000**
MANAGEMENT/SUPPORT SERVICES											
20.020.200	Management Services	1,009,000	1,078,000	1,468,000	1.71	1,126,000	342,000	1,493,000	1.84	1,153,000	340,000
21.021.200	Information Technology	1,326,000	1,307,000	2,644,000	3.08	1,408,000	1,236,000	2,617,000	3.23	1,445,000	1,172,000
22.022.200	Human Resources Services	1,455,000	1,284,000	1,622,000	1.89	912,000	710,000	1,542,000	1.90	846,000	696,000
80.080.800	Financial Services	2,132,000	1,960,000	2,383,000	2.78	1,587,000	796,000	2,437,000	3.01	1,628,000	809,000
	Subtotal	**5,922,000**	**5,629,000**	**8,117,000**	**9.46**	**5,033,000**	**3,084,000**	**8,089,000**	**9.98**	**5,072,000**	**3,017,000**
ECONOMIC DEVELOPMENT											
50.051.510	Economic Development	686,200	705,000	690,000	0.80	331,000	359,000	710,000	0.88	337,000	373,000
	Subtotal	**686,200**	**705,000**	**690,000**	**0.80**	**331,000**	**359,000**	**710,000**	**0.88**	**337,000**	**373,000**
LIBRARY											
27.027.270	Library Support	73,000	73,000	162,000	0.19	0	162,000	169,000	0.21	0	169,000
	Subtotal	**73,000**	**73,000**	**162,000**	**0.19**	**0**	**162,000**	**169,000**	**0.21**	**0**	**169,000**
POLICE SERVICES											
30.030.300	Police Administration	1,123,000	1,095,000	1,174,000	1.37	1,049,000	125,000	1,191,000	1.47	1,076,000	115,000
30.300.301	School Crossing Guards	124,000	124,000	142,000	0.17	0	142,000	145,000	0.18	0	145,000
30.030.302	Animal Control	408,000	408,000	434,000	0.51	157,000	277,000	440,000	0.54	160,000	280,000
30.031.310	Patrol	16,163,000	15,230,000	16,743,000	19.51	13,310,000	3,433,000	17,198,000	21.21	13,627,000	3,571,000
30.032.320	Investigations	2,999,000	2,074,000	2,955,000	3.44	2,543,000	412,000	2,894,000	3.57	2,602,000	292,000
30.033.330	Records & Communications	4,504,000	5,154,000	5,598,000	6.52	4,474,000	1,124,000	5,676,000	7.00	4,580,000	1,096,000
30.034.340	Police Reserves	18,000	0	12,000	0.01	0	12,000	12,000	0.01	0	12,000
	Subtotal	**25,339,000**	**24,085,000**	**27,058,000**	**31.53**	**21,533,000**	**5,525,000**	**27,556,000**	**33.99**	**22,045,000**	**5,511,000**
FIRE SERVICES											
40.040.400	Fire, Life, & Environmental Protection	12,274,000	12,274,000	11,904,000	13.87	0	11,904,000	12,767,000	15.75	0	12,767,000
40.041.400	EMS Assessment	0	4,000	4,000	0.00	0	4,000	4,000	0.00	0	4,000
	Subtotal	**12,274,000**	**12,278,000**	**11,908,000**	**13.88**	**0**	**11,908,000**	**12,771,000**	**15.75**	**0**	**12,771,000**
TOTAL GENERAL FUND		**45,805,200**	**44,007,000**	**49,349,000**	**57.51**	**27,415,000**	**21,934,000**	**50,564,000**	**62.36**	**27,983,000**	**22,581,000**

SUMMARY OF BUDGETED EXPENDITURES
Fiscal Years 2023 and 2024

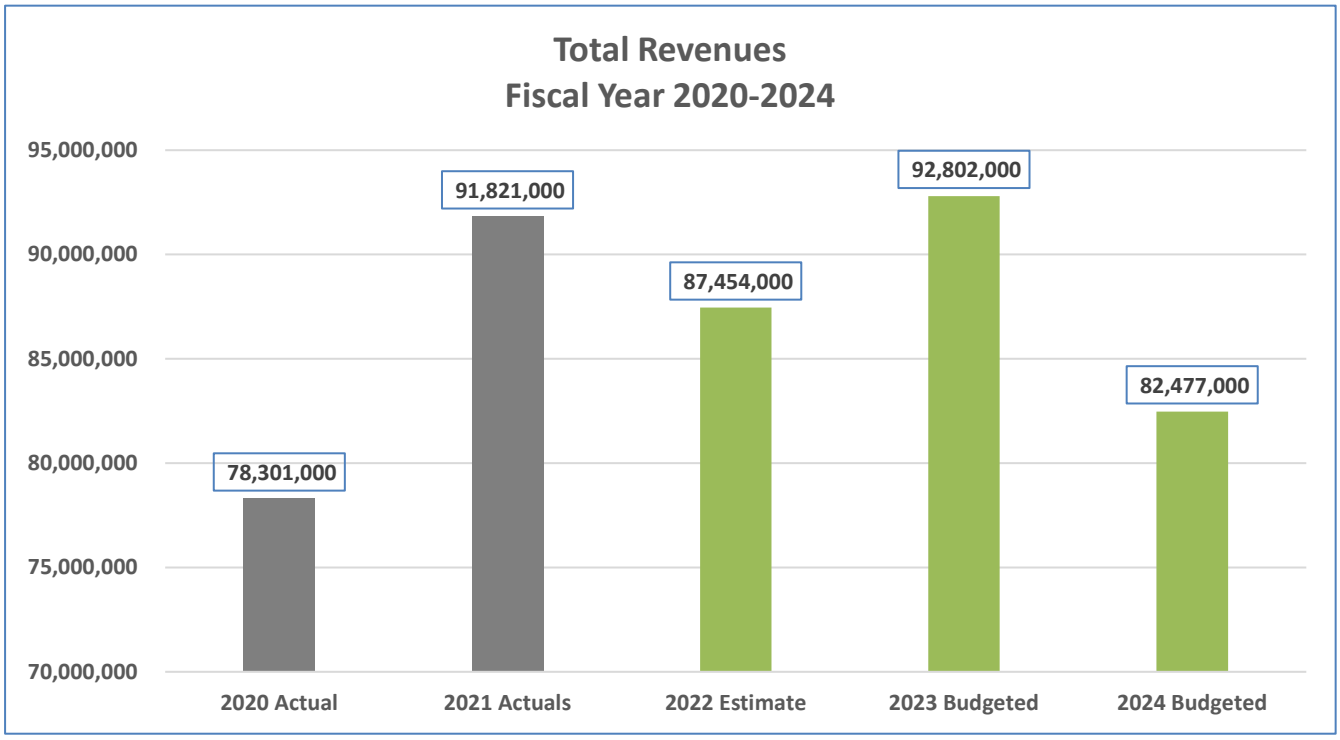
Code	Program/Activity	2022 Amended	2022 Estimated	2023 Budgeted	% of Total	Personnel	Non Personnel	2024 Budgeted	% of Total	Personnel	Non Personnel
Subtotal brought forward		**45,805,200**	**44,007,000**	**49,349,000**	**57.51**	**27,415,000**	**21,934,000**	**50,564,000**	**62.36**	**27,983,000**	**22,581,000**
DEVELOPMENT COST CENTER											
PLANNING & DEVELOPMENT											
50.052.520	Planning	1,328,000	698,000	1,280,000	1.49	636,000	644,000	1,214,000	1.50	651,000	563,000
50.053.530	Community Preservation	534,000	491,000	815,000	0.95	653,000	162,000	825,000	1.02	669,000	156,000
	Subtotal	**1,862,000**	**1,189,000**	**2,095,000**	**2.44**	**1,289,000**	**806,000**	**2,039,000**	**2.51**	**1,320,000**	**719,000**
BUILDING INSPECTION											
60.062.620	Building Inspection	2,076,000	1,565,000	1,877,000	2.19	1,424,000	453,000	1,900,000	2.34	1,459,000	441,000
	Subtotal	**2,076,000**	**1,565,000**	**1,877,000**	**2.19**	**1,424,000**	**453,000**	**1,900,000**	**2.34**	**1,459,000**	**441,000**
ENGINEERING											
60.061.611	Engineering	2,830,000	2,619,000	3,240,000	3.78	2,018,000	1,222,000	3,277,000	4.04	2,069,000	1,208,000
	Subtotal	**2,830,000**	**2,619,000**	**3,240,000**	**3.78**	**2,018,000**	**1,222,000**	**3,277,000**	**4.04**	**2,069,000**	**1,208,000**
COMMUNITY DEVELOPMENT											
50.054.540	General Plans Programs	568,000	326,000	345,000	0.40	345,000	0	352,000	0.43	352,000	0
50.059.590	Grants/Pass Through	1,500,000	1,445,000	0	0.00			0	0.00		
	Subtotal	**2,068,000**	**1,771,000**	**345,000**	**0.40**	**345,000**	**0**	**352,000**	**0.43**	**352,000**	**0**
TOTAL DEVELOPMENT FUND		**8,836,000**	**7,144,000**	**7,557,000**	**9**	**5,076,000**	**2,481,000**	**7,568,000**	**9**	**5,200,000**	**2,368,000**
RECREATION COST CENTER											
RECREATION											
70.071.710	General Recreation Services	1,123,723	967,000	995,000	1.16	471,000	524,000	1,026,000	1.27	478,000	548,000
70.072.720	Youth/Adult Sports,Fitness,&Wellness	847,000	953,000	638,000	0.74	371,000	267,000	651,000	0.80	378,000	273,000
70.073.730	Activity & Family Aquatic Center	2,793,000	2,255,000	2,521,000	2.94	1,582,000	939,000	2,501,000	3.08	1,596,000	905,000
70.074.740	Licensed Child Care	682,000	614,000	805,000	0.94	640,000	165,000	812,000	1.00	655,000	157,000
70.075.750	Senior Services	436,000	420,000	550,000	0.64	427,000	123,000	557,000	0.69	438,000	119,000
70.075.755	Paratransit (Measure B/BB)	440,000	317,000	220,000	0.26	0	220,000	220,000	0.27	0	220,000
70.079.790	Grants/Pass Through	0	10,000	0	0.00	0	0	0	0.00	0	0
	Subtotal	**6,321,723**	**5,536,000**	**5,729,000**	**6.68**	**3,491,000**	**2,238,000**	**5,767,000**	**7.11**	**3,545,000**	**2,222,000**
TOTAL RECREATION FUND		**6,321,723**	**5,536,000**	**5,729,000**	**6.68**	**3,491,000**	**2,238,000**	**5,767,000**	**7.11**	**3,545,000**	**2,222,000**
Subtotal carried forward		**60,962,923**	**56,687,000**	**62,635,000**	**72.99**	**35,982,000**	**26,653,000**	**63,899,000**	**78.81**	**36,728,000**	**27,171,000**

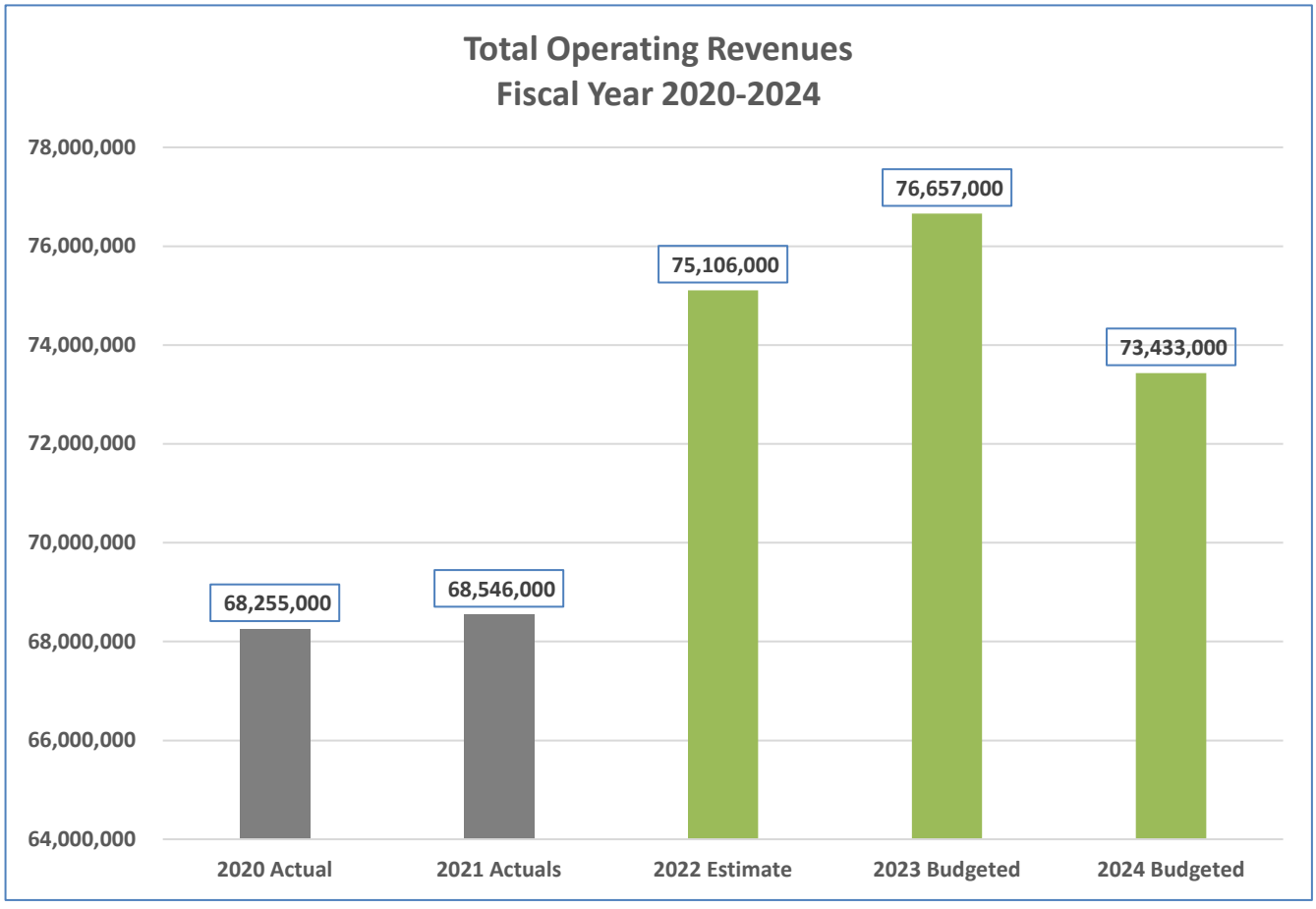
SUMMARY OF BUDGETED EXPENDITURES
Fiscal Years 2023 and 2024

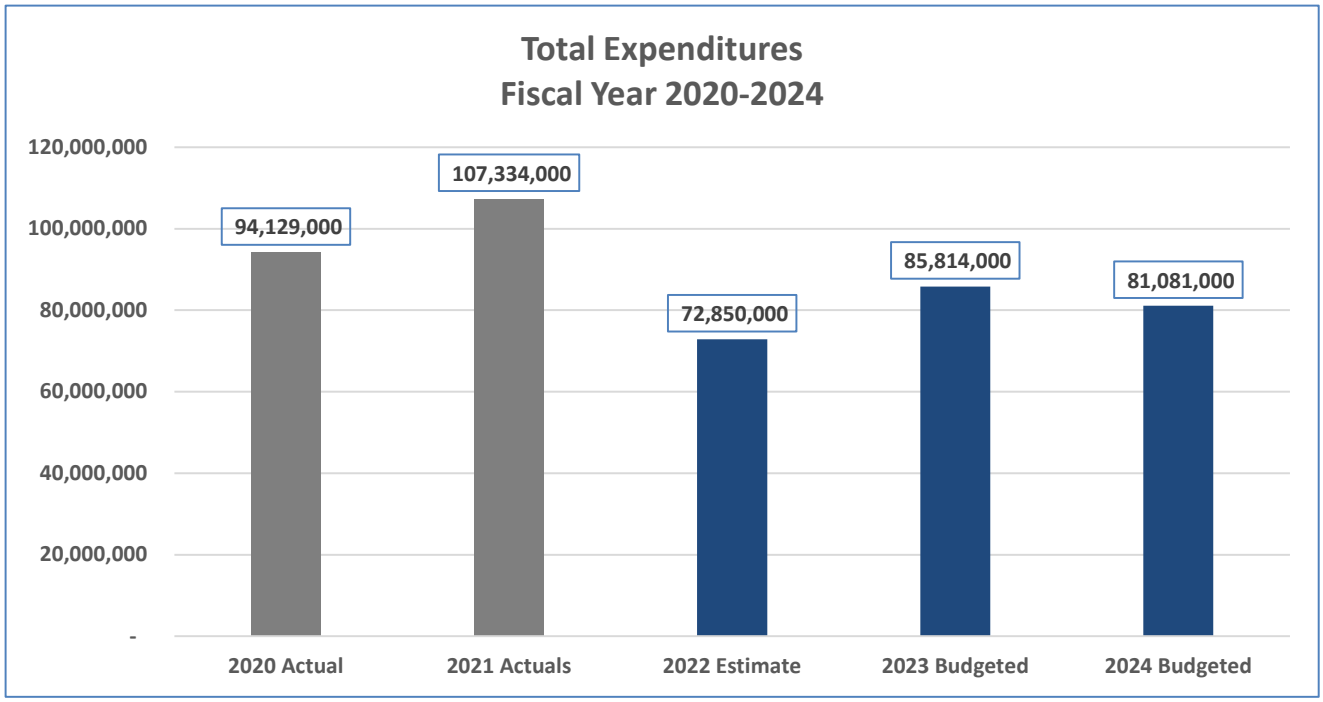
Code	Program/Activity	2022 Amended	2022 Estimated	2023 Budgeted	% of Total	Personnel	Non Personnel	2024 Budgeted	% of Total	Personnel	Non Personnel
Subtotal brought forward		**60,962,923**	**56,687,000**	**62,635,000**	**72.99**	**35,982,000**	**26,653,000**	**63,899,000**	**78.81**	**36,728,000**	**27,171,000**
MAINTENANCE COST CENTER											
ENVIRONMENTAL SERVICES											
60.063.631	Waste Management	673,104	242,000	376,000	0.44	284,000	92,000	380,000	0.47	290,000	380,000
60.063.632	Storm Drains	963,000	832,000	775,000	0.90	453,000	322,000	790,000	0.97	465,000	325,000
	Subtotal	**1,636,104**	**1,074,000**	**1,151,000**	**1**	**737,000**	**414,000**	**1,170,000**	**1**	**755,000**	**705,000**
WEED ABATEMENT											
60.064.641	Weed Abatement	18,000	108,000	39,000	0.05	21,000	18,000	39,000	0.05	21,000	18,000
	Subtotal	**18,000**	**108,000**	**39,000**	**0.05**	**21,000**	**18,000**	**39,000**	**0.05**	**21,000**	**18,000**
STREET OPERATIONS & MAINTENANCE											
60.064.612	Street Lighting & Traffic Signals	684,000	711,000	694,000	0.81	146,000	548,000	697,000	0.86	150,000	547,000
60.064.642	Street Repairs	957,000	767,000	1,066,000	1.24	340,000	726,000	1,194,000	1.47	348,000	846,000
60.068.682	Landscape & Lighting Districts	7,500	180,000	0	0.00	0	0	0	0.00	0	0
	Subtotal	**1,648,500**	**1,658,000**	**1,760,000**	**2.05**	**486,000**	**1,274,000**	**1,891,000**	**2.33**	**498,000**	**1,393,000**
PARK & LANDSCAPE MAINTENANCE											
60.064.643	Park & Landscape Maintenance	2,570,000	2,414,000	3,201,000	3.73	1,550,000	1,651,000	3,409,000	4.20	1,584,000	1,825,000
	Subtotal	**2,570,000**	**2,414,000**	**3,201,000**	**3.73**	**1,550,000**	**1,651,000**	**3,409,000**	**4.20**	**1,584,000**	**1,825,000**
TOTAL MAINTENANCE FUND		**5,872,604**	**5,254,000**	**6,151,000**	**7.17**	**2,794,000**	**3,357,000**	**6,509,000**	**8.03**	**2,858,000**	**3,941,000**
FUND TRANSFERS											
	Transfer Out to Civic Center/Debt Service			**5,956,000**	**6.94**			**6,140,000**	**7.57**		
TOTAL OPERATIONS		**66,835,527**	**61,941,000**	**74,742,000**	**87**	**38,776,000**	**30,010,000**	**76,548,000**	**94.41**	**39,586,000**	**31,112,000**
CAPITAL FUNDS											
CAPITAL PROJECTS											
90.091.910	Street Construction	3,230,000	6,011,000	4,080,000	4.75	0	4,080,000	4,390,000	5.41	0	4,390,000
90.092.920	Housing Community Development	0	374,000	141,000	0.16	0	141,000	143,000	0.18	0	143,000
90.093.930	Park Construction	0	(1,000)	2,578,600	3.00	0	2,578,600	0	0.00	0	0
90.094.940	Capital Improvements	1,444,700	4,525,000	4,272,500	4.98	0	4,272,500	0	0.00	0	0
	Subtotal	**4,674,700**	**10,909,000**	**11,072,100**	**12.90**	**0**	**11,072,100**	**4,533,000**	**5.59**	**0**	**4,533,000**
TOTAL CAPITAL FUNDS		**4,674,700**	**10,909,000**	**11,072,100**	**12.90**	**0**	**11,072,100**	**4,533,000**	**5.59**	**0**	**4,533,000**
TOTAL OPERATIONS & CAPITAL		**71,510,227**	**72,850,000**	**85,814,100**	**100.00**	**38,776,000**	**41,082,100**	**81,081,000**	**100.00**	**39,586,000**	**35,645,000**
Subtotal carried forward		**71,510,227**	**72,850,000**	**85,814,100**	**100.00**	**38,776,000**	**41,082,100**	**81,081,000**	**100.00**	**39,586,000**	**35,645,000**

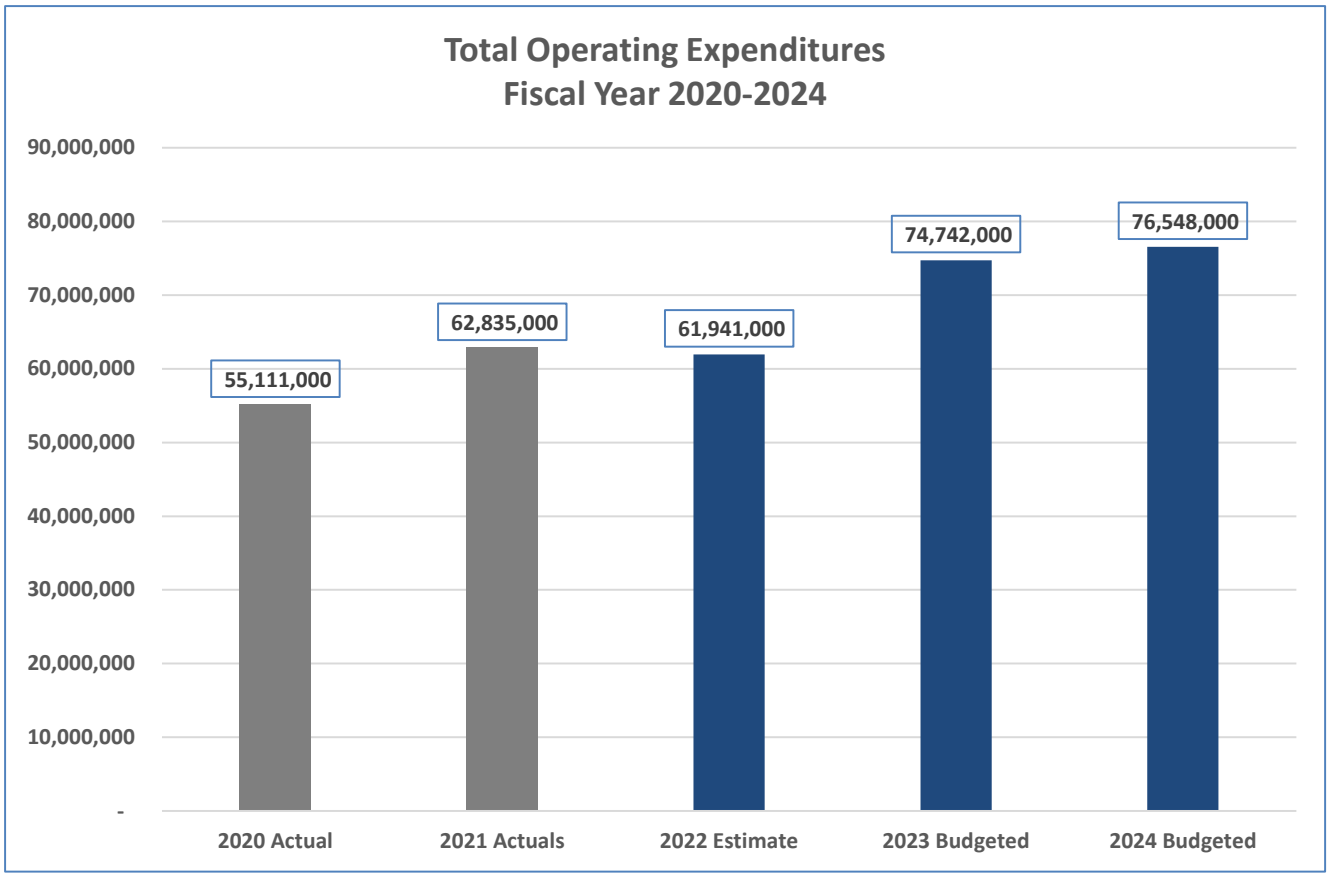
SUMMARY OF BUDGETED EXPENDITURES
Fiscal Years 2023 and 2024

Code	Program/Activity	2022 Amended	2022 Estimated	2023 Budgeted	% of Total	Personnel	Non Personnel	2024 Budgeted	% of Total	Personnel	Non Personnel
Subtotal brought forward		**71,510,227**	**72,850,000**	**85,814,100**	**100.00**	**38,776,000**	**41,082,100**	**81,081,000**	**100.00**	**39,586,000**	**35,645,000**
INTERNAL SERVICE FUNDS (ISF)											
CAPITAL OUTLAY											
87.701.800	Equipment Replacement	995,000	908,000	1,591,000	1.68	0	1,591,000	1,323,000	1.47	0	1,323,000
	Subtotal	**995,000**	**908,000**	**1,591,000**	**1.68**	**0**	**1,591,000**	**1,323,000**	**1.47**	**0**	**1,323,000**
GENERAL											
87.705.800	Office Support Services	97,000	115,000	103,000	0.11	0	103,000	103,000	0.11	0	103,000
	Subtotal	**97,000**	**115,000**	**103,000**	**0.11**	**0**	**103,000**	**103,000**	**0.11**	**0**	**103,000**
SELF-INSURANCE											
87.707.200	Workers' Compensation	1,085,000	843,000	1,106,000	1.17	35,000	1,071,000	1,117,000	1.24	35,000	1,082,000
87.706.150	Public Liability	1,553,000	1,336,000	1,779,000	1.88	35,000	1,744,000	2,000,000	2.22	35,000	1,965,000
	Subtotal	**2,638,000**	**2,179,000**	**2,885,000**	**3.05**	**70,000**	**2,815,000**	**3,117,000**	**3.46**	**70,000**	**3,047,000**
MAINTENANCE											
87.703.671	Equipment Maintenance	1,126,000	1,160,000	1,299,000	1.37	603,000	696,000	1,360,000	1.51	620,000	740,000
87.704.672	Civic Center/Other City Facilities	1,660,218	1,474,400	1,609,000	1.70	462,000	1,147,000	1,682,000	1.87	474,000	1,208,000
87.704.673	Silliman Center	786,016	685,000	822,000	0.87	92,000	730,000	871,000	0.97	94,000	777,000
87.704.674	Police Building	9,061	0	408,000	0.43	0	408,000	436,000	0.48	0	436,000
87.704.675	Library Building	5,820	0	179,000	0.19	0	179,000	196,000	0.22	0	196,000
	Subtotal	**3,587,115**	**3,319,400**	**4,317,000**	**4.56**	**1,157,000**	**3,160,000**	**4,545,000**	**5.04**	**1,188,000**	**3,357,000**
TOTAL INTERNAL SERVICE FUNDS		**7,317,115**	**6,521,400**	**8,896,000**	**9.39**	**1,227,000**	**7,669,000**	**9,088,000**	**10.08**	**1,258,000**	**7,830,000**
COMPOSITE TOTAL		**78,827,342**	**79,371,400**	**94,710,100**	**100.00**	**40,003,000**	**48,751,100**	**90,169,000**	**100.00**	**40,844,000**	**43,475,000**


Total Revenues
Fiscal Year 2020-2024
95,000,000
90,000,000
85,000,000
80,000,000
75,000,000
70,000,000
78,301,000
91,821,000
87,454,000
92,802,000
82,477,000
2020 Actual
2021 Actuals
2022 Estimate
2023 Budgeted
2024 Budgeted


Total Operating Revenues
Fiscal Year 2020-2024
78,000,000
76,000,000
74,000,000
72,000,000
70,000,000
68,000,000
66,000,000
64,000,000
68,255,000
68,546,000
75,106,000
76,657,000
73,433,000
2020 Actual
2021 Actuals
2022 Estimate
2023 Budgeted
2024 Budgeted


Total Expenditures
Fiscal Year 2020-2024
120,000,000
100,000,000
80,000,000
60,000,000
40,000,000
20,000,000
-
94,129,000
107,334,000
72,850,000
85,814,000
81,081,000
2020 Actual
2021 Actuals
2022 Estimate
2023 Budgeted
2024 Budgeted


Total Operating Expenditures
Fiscal Year 2020-2024
90,000,000
80,000,000
70,000,000
60,000,000
50,000,000
40,000,000
30,000,000
20,000,000
10,000,000
-
55,111,000
62,835,000
61,941,000
74,742,000
76,548,000
2020 Actual
2021 Actuals
2022 Estimate
2023 Budgeted
2024 Budgeted

SUMMARY OF BUDGETED REVENUES & EXPENDITURES - FISCAL YEAR 2023

OPERATING

General Fund Activities	Expenditures
General Government	1,414,000
Management/Support	8,117,000
Police Services	27,058,000
Fire Services	11,908,000
Economic Development	690,000
Library Support	162,000
Total	**49,349,000**
Transfer Out to Civic Center/Debt Service	5,956,000

Development Cost Center	Expenditures
Planning	1,280,000
Community Preservation	815,000
Building Inspection	1,877,000
Engineering	3,240,000
General Plans Programs	345,000
Total	**7,557,000**

Recreation Cost Center	Expenditures
General Recreation Services	995,000
Youth/Adult Sports, Fitness & Wellness	638,000
Activity & Family Aquatic Center	2,521,000
Licensed Child Care	805,000
Seniors Activity & Services	550,000
Total	**5,509,000**
Special Revenue Funds	
Paratransit Services	220,000
Total	**220,000**
Grand Total of Expenditures	5,729,000

Maintenance Cost Center	Expenditures
Weed Abatement	39,000
Street Lighting & Traffic Signals	694,000
Street Repairs	1,066,000
Storm Drains	775,000
Waste Management	376,000
Park & Landscape Maintenance	3,201,000
Total	**6,151,000**

Funding Sources	Revenue
Property Tax	27,289,000
Sales Tax	14,468,000
1/2 Cent Sales Tax	5,958,000
Transient Occupancy Tax	3,840,000
Utility Users Tax	3,306,000
Franchise Fee	4,267,000
Documentary Transfer Tax	556,000
Business License	1,491,000
Other Permits & Licenses	28,000
Fines & Forfeitures	634,000
Use of Money & Property	80,000
Vehicle In Lieu	57,000
Homeowners Relief	98,000
Intergovernmental Revenues	487,000
Charges for Services:	
Public Safety	200,000
Subtotal	**62,759,000**
Transfer from ARPA	429,000
Vacancy Savings	2,531,837
Cost Center Contributions	
Development Cost Center	(2,886,000)
Recreation Cost Center	(3,047,000)
Maintenance Cost Center	(5,180,000)
Total	**54,606,837**

Revenue	
Construction Permits	1,680,000
Street & Curb Permits	250,000
Other Permits & Licenses	906,000
Charges for Services:	
Zoning Fee	200,000
Plan Checking Fee	325,000
Miscellaneous Reimb.	216,000
Microfilm./Records Auto Fees	100,000
Other Revenues	152,000
Funded by ARPA	842,000
General Fund Contribution	*2,886,000* 38%
Total	**7,557,000**

Revenue	
Charges for Services:	
General Recreation Services	287,000
Activity Users Fee	250,000
General Aquatic Programs	280,000
Concession Operations	408,000
General Community & Human Services	140,000
Child Care Activity	430,000
Preschool Activity	40,000
Senior Center Activity	21,000
Other Revenues	
Funded by ARPA	551,000
Funded by Measure B	275,000
General Fund Contribution	*3,047,000* 53%
Total	**5,729,000**

Revenue	
Charges for Services:	
Weed Abatement	4,000
Environmental Services	500,000
Other Revenues	35,000
Funded by ARPA	307,000
Funded by Measure D	125,000
General Fund Contribution	*5,180,000* 84%
Total	**6,151,000**

Surplus/(Deficit)	**(698,163)**	-	-	-

CAPITAL

Special Revenue and Capital Funds	Expenditures
Street Construction	4,080,000
Housing Community Development	141,000
Park Construction	2,578,600
Capital Improvements	4,272,500
Subtotal	**11,072,100**
Fund Transfer to General Fund	0
Total	**11,072,100**

Revenue	
Art in Public Places	83,000
PEG Fees	50,000
State Gasoline Tax	1,114,000
Other Agencies	3,298,000
Federal Grants	6,108,000
Park Impact Fees	3,406,000
Development Impact Fees	9,306,000
Community Dev. Maint. Fees	54,000
Subtotal	**23,419,000**
Fund Appropriation:	
Street Construction	
Total	**23,419,000**

Surplus/(Deficit)	**12,346,900**

SUMMARY OF BUDGETED REVENUES & EXPENDITURES - FISCAL YEAR 2024

OPERATING

General Fund

Activities	Expenditures
General Government	1,269,000
Management/Support	8,089,000
Police Services	27,556,000
Fire Services	12,771,000
Economic Development	710,000
Library Support	169,000
Total	**50,564,000**
Transfer Out to Civic Center/Debt Service	6,140,000

Funding Sources	Revenue
Property Tax	28,935,000
Sales Tax	14,862,000
1/2 Cent Sales Tax	6,142,000
Transient Occupancy Tax	3,917,000
Utility Users Tax	3,314,000
Franchise Fee	4,410,000
Documentary Transfer Tax	595,000
Business License	1,521,000
Other Permits & Licenses	28,000
Fines & Forfeitures	634,000
Use of Money & Property	80,000
Vehicle In Lieu	57,000
Homeowners Relief	98,000
Intergovernmental Revenues	504,000
Charges for Services:	
Public Safety	200,000
Subtotal	**65,297,000**
Transfer from ARPA	336,000
Vacancy Savings	2,600,041
Cost Center Contributions	
Development Cost Center	(3,096,000)
Recreation Cost Center	(2,989,000)
Maintenance Cost Center	(5,595,000)
Total	**56,553,041**

Development Cost Center

Activities	Expenditures
Planning	1,214,000
Community Preservation	825,000
Building Inspection	1,900,000
Engineering	3,277,000
General Plans Programs	352,000
Total	**7,568,000**

Funding Sources	Revenue	
Construction Permits	1,680,000	
Street & Curb Permits	250,000	
Other Permits & Licenses	906,000	
Charges for Services:		
Zoning Fee	200,000	
Plan Checking Fee	325,000	
Miscellaneous	216,000	
Microfilm./Records Auto Fees	100,000	
Other Revenues	152,000	
Funded by ARPA	643,000	
General Fund Contribution	*3,096,000*	41%
Total	**7,568,000**	

Recreation Cost Center

Activities	Expenditures
General Recreation Services	1,026,000
Youth/Adult Sports, Fitness & Wellness	651,000
Activity & Family Aquatic Center	2,501,000
Licensed Child Care	812,000
Seniors Activity & Services	557,000
Total	**5,547,000**

Special Revenue Funds

Paratransit Services	220,000
Total	**220,000**
Grand Total of Expenditures	5,767,000

Funding Sources	Revenue	
Charges for Services:		
General Recreation Services	290,000	
Activity Users Fee	300,000	
General Aquatic Programs	290,000	
Concession Operations	420,000	
General Community & Human Services	150,000	
Child Care Activity	440,000	
Preschool Activity	45,000	
Senior Center Activity	22,000	
Other Revenues		
Funded by Measure B	275,000	
Funded by ARPA	546,000	
General Fund Contribution	*2,989,000*	52%
Total	**5,767,000**	

Maintenance Cost Center

Activities	Expenditures
Weed Abatement	39,000
Street Lighting & Traffic Signals	697,000
Street Repairs	1,194,000
Storm Drains	790,000
Waste Management	380,000
Park & Landscape Maintenance	3,409,000
Total	**6,509,000**

Funding Sources	Revenue	
Charges for Services:		
Weed Abatement	4,000	
Environmental Services	510,000	
Funded by Measure D	125,000	
Other Revenues	35,000	
Funded by ARPA	240,000	
General Fund Contribution	*5,595,000*	86%
Total	**6,509,000**	

Surplus/(Deficit)	**(150,959)**
	-
	-
	-

CAPITAL

Special Revenue and Capital Funds

Activities	Expenditures
Street Construction	4,390,000
Housing Community Development	143,000
Park Construction	0
Capital Improvements	0
Subtotal	**4,533,000**
Fund Transfer to General Fund	0
Total	**4,533,000**

Funding Sources	Revenue
Art in Public Places	20,000
PEG Fees	50,000
State Gasoline Tax	1,450,000
Other Agencies	3,024,000
Federal Grants	210,000
Park Impact Fees	442,000
Development Impact Fees	5,238,000
Community Dev. Maint. Fees	11,000
Subtotal	**10,445,000**
Fund Appropriation:	
Street Construction	
Total	**10,445,000**

Surplus/(Deficit)	**5,912,000**

AUTHORIZED & FUNDED REGULAR FULL-TIME & REGULAR PART-TIME POSITIONS, FULL TIME EQUIVALENTS

	FY 2022 Adopted	FY 2022 Amended	FY 2023 Budgeted	FY 2024 Budgeted	City Clerk	City Manager	Information Technology	Human Resources	Finance	Police Administration	Animal Control	Patrol	Investigations	Records & Communications	Economic Development	Planning	Community Preservation	Engineering	Building Inspection	General Recreation Services	Youth/Adult Sports, Fitness	G.M. Silliman -Aquatics	Licensed Childcare	Senior Services	Waste Management	Storm Drains & NPDES	Street Lighting & Signals	Weed Abatement	Street Repairs	Park & Landscape Maintenance	Comm Development-Maintenance	Workers' Compensation	Public Liability Self-Insurance	Equipment Maintenance	Building Maintenance	G M Silliman - Maintenance
					13.013.130	20.020.200	21.021.200	22.022.200	80.080.800	30.030.300	30.030.302	30.031.310	30.032.320	30.033.330	50.051.510	50.052.520	50.053.530	60.061.611	60.062.620	70.071.710	70.072.720	70.073.730	70.074.740	70.075.750	60-063-631	60-063-632	60-064-612	60-064-641	60-064-642	60-064-643	50-054-540	87-707-200	87-706-150	87-703-671	87-704-672	87-704-673
CITY CLERK																																				
City Clerk	1.00	1.00	1.00	1.00	1.00																															
Subtotal	1.00	1.00	1.00	1.00																																
CITY ATTORNEY																																				
City Attorney	1.00	-	-	-																																
Legal Assistant	0.75	-	-	-																																
Subtotal	1.75	-	-	-																																
CITY MANAGER																																				
Administrative Analyst	-	1.00	1.00	1.00		1.00																														
Assistant City Manager	1.00	1.00	1.00	1.00	0.10	0.60	0.15	0.15																												
Assistant to the City Manager	1.00	1.00	1.00	1.00		1.00																														
City Manager	1.00	1.00	1.00	1.00		1.00																														
Executive Assistant	1.00	1.00	1.00	1.00	0.20	0.80																														
Subtotal	4.00	5.00	5.00	5.00																																
HUMAN RESOURCES																																				
Administrative Analyst	1.00	1.00	1.00	1.00				1.00																												
Human Resources Director	-	1.00	1.00	1.00				0.80																								0.10	0.10			
Human Resources Technician	1.00	2.00	2.00	2.00				1.00																												
Subtotal	2.00	4.00	4.00	4.00																																
INFORMATION TECHNOLOGY																																				
Chief Information Officer/Information Technology Director	1.00	1.00	1.00	1.00			1.00																													
Information Technology Analyst/Sr. Information Technology Analyst	1.00	1.00	3.00	3.00			1.00																													
Information Technology Technician I/II	1.00	1.00	2.00	2.00			1.00																													
Information Systems Manager	1.00	1.00	-	-																																
Information Systems Specialist	1.00	1.00	-	-																																
Information Systems Technician-RPT	0.85	1.85	-	-																																
Subtotal	5.85	6.85	6.00	6.00																																
FINANCE																																				
Accountant	2.00	2.00	2.00	2.00					1.00																											
Accounting Assistant II	1.00	1.00	1.00	1.00					1.00																											
Accounting Manager	1.00	1.00	1.00	1.00					1.00																											
Accounting Technician I/II	1.00	1.00	1.00	1.00					1.00																											
Cashier	1.00	1.00	1.00	1.00					1.00																											
Collection Assistant	1.00	1.00	1.00	1.00					1.00																											
Finance Director	1.00	1.00	1.00	1.00					1.00																											
Senior Accountant	1.00	1.00	1.00	1.00					1.00																											
Subtotal	9.00	9.00	9.00	9.00																																

AUTHORIZED & FUNDED REGULAR FULL-TIME & REGULAR PART-TIME POSITIONS, FULL TIME EQUIVALENTS

	FY 2022 Adopted	FY 2022 Amended	FY 2023 Budgeted	FY 2024 Budgeted	City Clerk	City Manager	Information Technology	Human Resources	Finance	Police Administration	Animal Control	Patrol	Investigations	Records & Communications	Economic Development	Planning	Community Preservation	Engineering	Building Inspection	General Recreation Services	Youth/Adult Sports, Fitness	G.M. Silliman -Aquatics	Licensed Childcare	Senior Services	Waste Management	Storm Drains & NPDES	Street Lighting & Signals	Weed Abatement	Street Repairs	Park & Landscape Maintenance	Comm Development-Maintenance	Workers' Compensation	Public Liability Self-Insurance	Equipment Maintenance	Building Maintenance	G M Silliman - Maintenance
					13.013.130	20.020.200	21.021.200	22.022.200	80.080.800	30.030.300	30.030.302	30.031.310	30.032.320	30.033.330	50.051.510	50.052.520	50.053.530	60.061.611	60.062.620	70.071.710	70.072.720	70.073.730	70.074.740	70.075.750	60-063-631	60-063-632	60-064-612	60-064-641	60-064-642	60-064-643	50-054-540	87-707-200	87-706-150	87-703-671	87-704-672	87-704-673
POLICE																																				
Administrative Analyst	1.00	1.00	1.00	1.00						1.00																										
Administrative Assistant	1.00	1.00	1.00	1.00						1.00																										
Administrative Support Specialist II	1.00	1.00	1.00	1.00						1.00																										
Animal Control Officer	1.00	1.00	1.00	1.00							1.00																									
Community Engagement Manager	1.00	1.00	1.00	1.00										1.00																						
Community Service Officer	2.00	2.00	2.00	2.00								1.00																								
Community Service Officer	1.00	1.00	1.00	1.00										1.00																						
Crime Analyst	-	1.00	1.00	1.00																																
Lead Public Safety Dispatcher	2.00	2.00	2.00	2.00										1.00																						
Police Captain	1.00	1.00	1.00	1.00								1.00																								
Police Captain	1.00	1.00	1.00	1.00										1.00																						
Police Chief	1.00	1.00	1.00	1.00						1.00																										
Police Lieutenant	2.00	2.00	2.00	2.00								1.00																								
Police Lieutenant	1.00	1.00	1.00	1.00										1.00																						
Police Officer	10.00	10.00	10.00	10.00									1.00																							
Police Officer	34.00	34.00	34.00	34.00								1.00																								
Police Officer Overhire	1.00	-	-	-																																
Police Records Supervisor	1.00	1.00	1.00	1.00										1.00																						
Police Sergeant	7.00	7.00	7.00	7.00								1.00																								
Police Sergeant	1.00	1.00	1.00	1.00									1.00																							
Communications Supervisor	1.00	1.00	-	-																																
Police Support Services Manager	-	-	1.00	1.00										1.00																						
Public Safety Clerk	3.00	3.00	3.00	3.00										1.00																						
Public Safety Dispatcher	9.00	9.00	9.00	9.00										1.00																						
Red Light Photo Technician	1.00	1.00	1.00	1.00								1.00																								
Vehicle Abatement Officer	1.00	1.00	1.00	1.00								1.00																								
Subtotal	85.00	85.00	85.00	85.00																																

AUTHORIZED & FUNDED REGULAR FULL-TIME & REGULAR PART-TIME POSITIONS, FULL TIME EQUIVALENTS

	FY 2022 Adopted	FY 2022 Amended	FY 2023 Budgeted	FY 2024 Budgeted	City Clerk	City Manager	Information Technology	Human Resources	Finance	Police Administration	Animal Control	Patrol	Investigations	Records & Communications	Economic Development	Planning	Community Preservation	Engineering	Building Inspection	General Recreation Services	Youth/Adult Sports, Fitness	G.M. Silliman -Aquatics	Licensed Childcare	Senior Services	Waste Management	Storm Drains & NPDES	Street Lighting & Signals	Weed Abatement	Street Repairs	Park & Landscape Maintenance	Comm Development-Maintenance	Workers' Compensation	Public Liability Self-Insurance	Equipment Maintenance	Building Maintenance	G M Silliman - Maintenance
					13.013.130	20.020.200	21.021.200	22.022.200	80.080.800	30.030.300	30.030.302	30.031.310	30.032.320	30.033.330	50.051.510	50.052.520	50.053.530	60.061.611	60.062.620	70.071.710	70.072.720	70.073.730	70.074.740	70.075.750	60-063-631	60-063-632	60-064-612	60-064-641	60-064-642	60-064-643	50-054-540	87-707-200	87-706-150	87-703-671	87-704-672	87-704-673
COMMUNITY DEVELOPMENT																																				
Administrative Support Specialist II	1.00	1.00	1.00	1.00											0.40	0.60																				
Associate Planner	1.00	1.00	1.00	1.00												0.70														0.30					
Community Development Director	1.00	1.00	1.00	1.00												0.30	0.20													0.50					
Community Preservation Manager	-	1.00	1.00	1.00													1.00																			
Community Preservation Specialist	2.00	2.00	2.00	2.00													1.00																			
Deputy Community Development Director	1.00	1.00	1.00	1.00												0.30	0.20													0.50					
Economic Development Manager	1.00	1.00	1.00	1.00											1.00																					
Senior Planner	-	1.00	1.00	1.00												1.00																				
Subtotal	7.00	9.00	9.00	9.00																																
RECREATION & COMMUNITY SERVICES																																				
Aquatics Coordinator	1.00	1.00	1.00	1.00																		1.00														
Aquatics Specialist	-	1.00	1.00	1.00																		1.00														
Administrative Assistant	0.50	0.50	0.50	0.50																0.80	0.10			0.10												
Administrative Support Specialist II	1.00	1.00	1.00	1.00																0.30	0.10	0.60														
Administrative Support Specialist II - RPT	0.75	0.75	0.75	0.75																			0.25	0.75												
Childcare Instructor	4.00	4.00	4.00	4.00																			1.00													
Lead Childcare Instructor	1.00	1.00	1.00	1.00																			1.00													
Recreation & Community Services Manager	-	1.00	1.00	1.00																0.20	0.20	0.20	0.20	0.20												
Recreation Coordinator	1.00	1.00	1.00	1.00																	1.00															
Recreation Coordinator	1.00	1.00	1.00	1.00																0.30	0.35	0.35														
Recreation Coordinator	1.00	1.00	1.00	1.00																				1.00												
Recreation Supervisor	1.00	1.00	1.00	1.00																0.20			0.10	0.70												
Senior Recreation Supervisor	1.00	1.00	1.00	1.00																0.10	0.10	0.80														
Subtotal	14.25	15.25	15.25	15.25																																

AUTHORIZED & FUNDED REGULAR FULL-TIME & REGULAR PART-TIME POSITIONS, FULL TIME EQUIVALENTS

	FY 2022 Adopted	FY 2022 Amended	FY 2023 Budgeted	FY 2024 Budgeted	City Clerk	City Manager	Information Technology	Human Resources	Finance	Police Administration	Animal Control	Patrol	Investigations	Records & Communications	Economic Development	Planning	Community Preservation	Engineering	Building Inspection	General Recreation Services	Youth/Adult Sports, Fitness	G.M. Silliman -Aquatics	Licensed Childcare	Senior Services	Waste Management	Storm Drains & NPDES	Street Lighting & Signals	Weed Abatement	Street Repairs	Park & Landscape Maintenance	Comm Development-Maintenance	Workers' Compensation	Public Liability Self-Insurance	Equipment Maintenance	Building Maintenance	G M Silliman - Maintenance
					13.013.130	20.020.200	21.021.200	22.022.200	80.080.800	30.030.300	30.030.302	30.031.310	30.032.320	30.033.330	50.051.510	50.052.520	50.053.530	60.061.611	60.062.620	70.071.710	70.072.720	70.073.730	70.074.740	70.075.750	60-063-631	60-063-632	60-064-612	60-064-641	60-064-642	60-064-643	50-054-540	87-707-200	87-706-150	87-703-671	87-704-672	87-704-673
PUBLIC WORKS																																				
Administrative Analyst	1.00	1.00	1.00	1.00														0.35	0.15					0.25					0.25						
Administrative Support Specialist II	1.00	1.00	1.00	1.00															1.00																	
Assistant City Engineer	1.00	1.00	1.00	1.00														0.60							0.10	0.30									
Assistant Engineer - Civil	1.00	1.00	1.00	1.00														0.75							0.25										
Assistant Maintenance Superintendent	1.00	1.00	1.00	1.00																							0.10	0.50	0.40						
Associate Civil Engineer	-	1.00	1.00	1.00														1.00																	
Building Inspector I	2.00	-	-	-																															
Building Inspector I/II	1.00	3.00	3.00	3.00															1.00																
Building Mechanic II	1.00	1.00	1.00	1.00																														0.65	0.35
Building Mechanic II	1.00	1.00	1.00	1.00																														1.00	
Chief Building Official	1.00	1.00	1.00	1.00															1.00																
Engineering Technician I	1.00	1.00	1.00	1.00														0.40							0.25	0.35									
Environmental Services Manager	-	1.00	1.00	1.00																				1.00											
Equipment Mechanic II	2.00	2.00	2.00	2.00																													1.00		
General Laborer	1.00	3.00	3.00	3.00																									1.00						
Junior Engineer	1.00	1.00	1.00	1.00														1.00																	
Landscape & Park - Maintenance Worker I	2.00	2.00	2.00	2.00																									1.00						
Landscape & Park - Maintenance Worker II	2.00	2.00	2.00	2.00																									1.00						
Maintenance Superintendent	1.00	1.00	1.00	1.00																								0.20	0.20				0.30	0.30	
Permit Technician	1.00	1.00	1.00	1.00															1.00																
Plan Check Engineer	-	-	1.00	1.00															1.00																
Project/Administrative Assistant	1.00	-	-	-																															
Public Works Director	1.00	1.00	1.00	1.00														0.50	0.10						0.10			0.10					0.10	0.10	
Public Works Inspector	1.00	1.00	1.00	1.00														0.90							0.10										
Senior Administrative Support Specialist	1.00	1.00	1.00	1.00														1.00																	
Senior Administrative Support Specialist	0.88	0.88	1.00	1.00																					0.10			0.20	0.20				0.20	0.30	
Senior Building Inspector	1.00	1.00	1.00	1.00															1.00																
Senior Building Mechanic	1.00	1.00	1.00	1.00																														0.70	0.30
Senior Civil Engineer	2.00	2.00	2.00	2.00														1.00																	
Senior Equipment Mechanic	1.00	1.00	1.00	1.00																													1.00		
Senior Landscape & Park Maintenance Worker	1.00	1.00	2.00	2.00																									1.00						
Senior Landscape Inspector	1.00	1.00	1.00	1.00																									1.00						
Street Maintenance Worker I	1.00	1.00	1.00	1.00																					0.50			0.50							
Street Maintenance Worker II	1.00	2.00	2.00	2.00																					1.00										
Subtotal	35.88	39.88	42.00	42.00																															
Total Full-Time Equivalents:	165.73	174.98	176.25	176.25																															

Fire Services are provided by contract with the Alameda County Fire Department

BREAKDOWN OF FULL-TIME EQUIVALENTS FOR FY 2023
(Part-time Seasonal & Temporary)

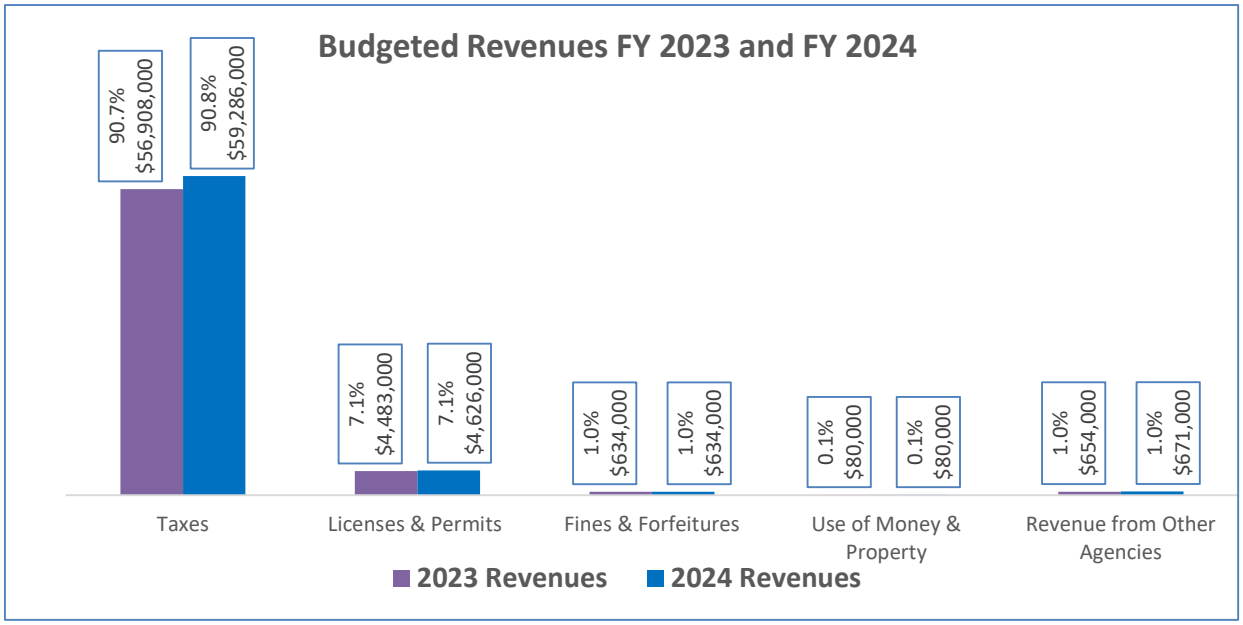
Dept.	Description	FTE
20	City Manager	
	Office Assistant I	0.50
	Total	0.50
22	Human Resources	
	Professional Services Specialist	0.46
	Office Assistant II	0.50
	Total	0.96
30.031	Patrol	
	Police Officer Trainee	3.00
	Special Assistant	1.00
	Total	4.00
30.033	Records & Communications	
	Police Services Aide I	1.00
	Police Services Aide II	1.50
	Special Assistant	0.25
	Total	2.75
60.062	Building Inspection	
	Office Assistant I (PST-X)	1.00
	Total	1.00
60.061	Engineering	
	Special Assistant	0.25
	Total	0.25
60.064	Maintenance	
	General Maintenance Worker III	1.0
	Total	1.0
70.071	General Recreation Services	
	Activity Coordinator	0.50
	Customer Service Rep	0.20
	Preschool Instructor	2.00
	Recreation Instructor	0.03
	Recreation Leader I	1.75
	Teen Activity Coordinator	1.00
	Total	5.48
70.072	Youth/Adult Sports, Fitness, & Wellness	
	Activity Coordinator	0.16
	Special Assistant	0.05
	Dance Instructor	1.00
	Sports Official	0.09
	Recreation Leader I/II	1.26
	Total	2.56
70.073	Family Aquatic Center	
	Aquatic Instructor	5.00
	Customer Service Rep	4.00
	Lifeguard I/II	12.00
	Pool Technician	1.00
	Recreation Leader II	0.71
	Program Coordinator	2.00
	Senior Lifeguard	2.75
	Café Worker I/II	1.00
	Total	28.46
70.074	Licensed Childcare	
	Preschool Instructor	0.75
	Total	0.75
70.075	Senior Services	
	Recreation Leader	0.50
	Total	0.50
	Grand Total	**48.21**

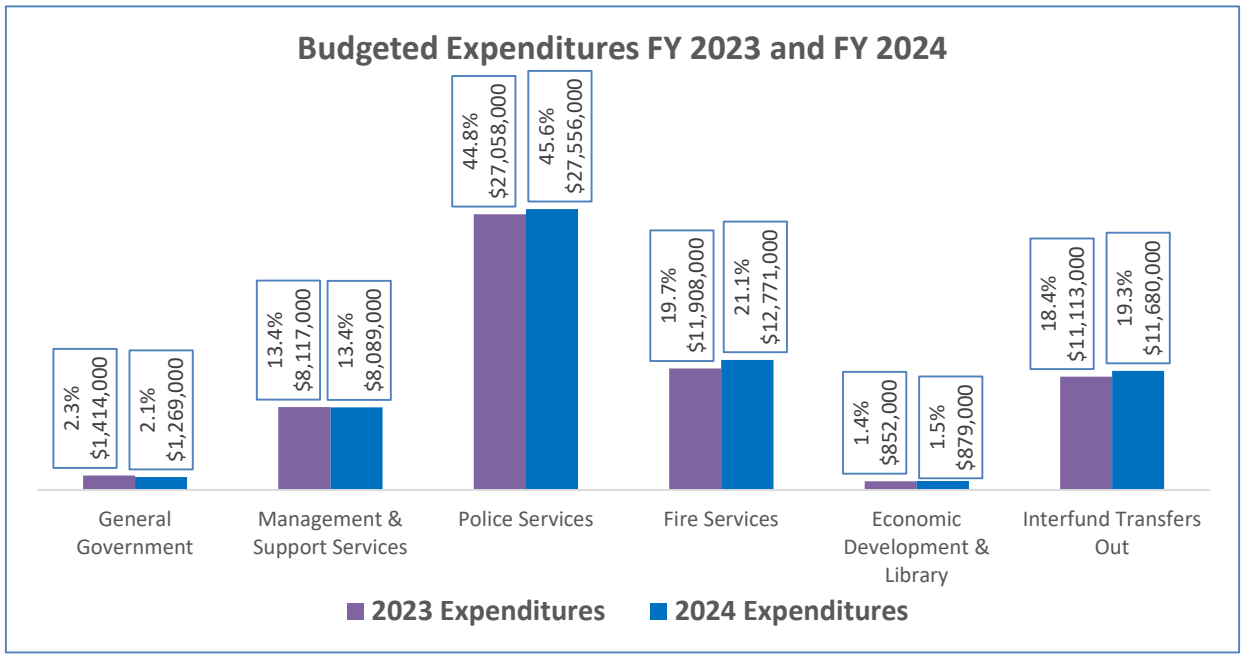
BREAKDOWN OF FULL-TIME EQUIVALENTS FOR FY 2024
(Part-time Seasonal & Temporary)

Dept.	Description	FTE
20	City Manager	
	Office Assistant I	0.50
	Total	0.50
22	Human Resources	
	Office Assistant II	0.50
	Total	0.50
30.031	Patrol	
	Police Officer Trainee	3.00
	Special Assistant	1.00
	Total	4.00
30.033	Records & Communications	
	Police Services Aide I	1.00
	Police Services Aide II	1.50
	Special Assistant	0.25
	Total	2.75
60.062	Building Inspection	
	Office Assistant I (PST-X)	1.00
	Total	1.00
60.061	Engineering	
	Special Assistant	0.25
	Total	0.25
60.064	Maintenance	
	General Maintenance Worker III	1.0
	Total	1.0
70.071	General Recreation Services	
	Activity Coordinator	0.50
	Customer Service Rep	0.20
	Preschool Instructor	2.00
	Recreation Instructor	0.03
	Recreation Leader I	1.75
	Teen Activity Coordinator	1.00
	Total	5.48
70.072	Youth/Adult Sports, Fitness, & Wellness	
	Activity Coordinator	0.16
	Special Assistant	0.05
	Dance Instructor	1.00
	Sports Official	0.09
	Recreation Leader I/II	1.26
	Total	2.56
70.073	Family Aquatic Center	
	Aquatic Instructor	5.00
	Customer Service Rep	4.00
	Lifeguard I/II	12.00
	Pool Technician	1.00
	Recreation Leader II	0.71
	Program Coordinator	2.00
	Senior Lifeguard	2.75
	Café Worker I/II	1.00
	Total	28.46
70.074	Licensed Childcare	
	Preschool Instructor	0.75
	Total	0.75
70.075	Senior Services	
	Recreation Leader	0.50
	Total	0.50
	Grand Total	**47.75**

GENERAL FUND

The General Fund consists of activities which benefit the general public. It includes Mayor-Council, City Attorney, City Clerk, Management, Financial Services, Human Resources, Police, Fire, Community Development, and some Library support. General Fund revenues also supplement the Development, Recreation, Maintenance cost centers and Capital Funds.





CITY MANAGER'S OFFICE, CITY ATTORNEY'S OFFICE, AND MANAGEMENT SERVICES

The mission of the City Manager's and City Attorney's Offices and Management Services are to carry out the direction of the City Council efficiently, effectively, and responsibly in compliance with applicable law and to direct and assist departments in carrying out City policy, ensuring that the public is well informed. Management Services includes the City Clerk's office, risk management, community affairs, and administration of agreements with other public and private agencies.

KEY OBJECTIVES

- Assist other City departments in developing and carrying out City policies, maximizing the use of City resources and promoting long-term fiscal stability.
- Protect the City's resources by limiting liability and property claims.
- For the November 8, 2022, Municipal Election, manage the nomination process for City Council and Mayoral candidates, process any potential ballot measures, and coordinate with the Alameda County Registrar of Voters.
- Explore opportunities to expand partnerships with the Newark Unified School District to enhance education in our public schools.
- Continue to implement the Inclusive Communities Partnership with the National League of Cities.

GENERAL GOVERNMENT/MANAGEMENT & SUPPORT SERVICES SUMMARY

	Organizational Unit	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
	GENERAL GOVERNMENT					
10.010.100	Mayor-Council	326,000	326,000	326,000	409,000	413,000
13.013.130	City Clerk	283,000	283,000	362,000	535,000	374,000
15.015.150	City Attorney	902,000	902,000	549,000	470,000	482,000
	Subtotal	**1,511,000**	**1,511,000**	**1,237,000**	**1,414,000**	**1,269,000**
	MANAGEMENT & SUPPORT SERVICES					
20.020.200	Management Services	864,000	1,009,000	1,078,000	1,468,000	1,493,000
21.021.200	Information Technology Systems	1,068,000	1,326,000	1,307,000	2,644,000	2,617,000
22.022.200	Human Resources Services	717,000	1,455,000	1,284,000	1,622,000	1,542,000
80.080.800	Financial Services	1,841,000	2,132,000	1,960,000	2,383,000	2,437,000
	Subtotal	**4,490,000**	**5,922,000**	**5,629,000**	**8,117,000**	**8,089,000**
	TOTAL	**6,001,000**	**7,433,000**	**6,866,000**	**9,531,000**	**9,358,000**

AUTHORIZED STAFFING	2021-22	2022-23	2023-24
Accountant	2.00	2.00	2.00
Accounting Assistant II	1.00	1.00	1.00
Accounting Manager	1.00	1.00	1.00
Accounting Technician I/II	1.00	1.00	1.00
Administrative Analyst	2.00	2.00	2.00
Assistant City Manager	1.00	1.00	1.00
Assistant to the City Manager	1.00	1.00	1.00
Cashier	1.00	1.00	1.00
Chief Information Officer/Information Technology Director	1.00	1.00	1.00
City Attorney	1.00	0.00	0.00
City Clerk	1.00	1.00	1.00
City Manager	1.00	1.00	1.00
Collection Assistant	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00
Finance Director	1.00	1.00	1.00
Human Resources Director	0.80	0.80	0.80
Human Resources Technician	2.00	2.00	2.00
Information Systems Manager (replaced with Chief Information Officer/IT Director)	0.00	0.00	0.00
Information Systems Specialist (replaced with Information Technology Analyst)	0.00	0.00	0.00
Information Systems Technician - RPT (replaced with Information Technology Tech. I/II)	0.00	0.00	0.00
Information Technology Analyst/Sr. Information Technology Analyst	1.00	3.00	3.00
Information Technology Technician I/II	1.00	2.00	2.00
Legal Assistant	0.75	0.00	0.00
Senior Accountant	1.00	1.00	1.00
SUBTOTAL	23.55	24.80	24.80
Seasonal/Temporary Full-time Equivalent	1.46	1.46	1.00
TOTAL	25.01	26.26	25.80

10.010.100 MAYOR-COUNCIL *General Government*

The City Council is the legislative and policy-making body of the City. There are five members of the Newark City Council, elected at large on a non-partisan ballot. The Mayor is directly elected to serve a two-year term; Council Members are elected to four-year overlapping terms. The City Council appoints a City Manager and a City Attorney. The City Council also creates and abolishes advisory committees and commissions and appoints citizens to serve as members of these advisory committees and commissions.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
5130	Salaries Council and Commissions	168,000	168,000	186,000	201,000	204,000
	Subtotal	**168,000**	**168,000**	**186,000**	**201,000**	**204,000**
6100	Materials and Supplies	5,000	5,000	3,000	5,000	5,000
6200	Contractual Services	97,000	97,000	98,000	112,000	114,000
6400	Membership, Travel, Training	52,000	52,000	35,000	63,000	64,000
6800	Internal Service Charges	4,000	4,000	4,000	28,000	26,000
	Subtotal	**158,000**	**158,000**	**140,000**	**208,000**	**209,000**
	TOTAL	**326,000**	**326,000**	**326,000**	**409,000**	**413,000**

13.013.130 CITY CLERK

General Government

The City Clerk is responsible for support functions to the City Council, as well as for the performance of Government Code and Municipal Code mandated services. These services include: preparation of agenda and agenda materials for City Council consideration; records management; municipal code codification; conducting Municipal Elections in coordination with the Alameda County Registrar of Voters; and administration of compliance with the Political Reform Act, Public Records Act, Maddy Act, and the Brown Act.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
5110	Regular Employees	248,000	248,000	326,000	317,000	325,000
5140	Overtime	0	0	1,000	0	0
	Subtotal	**248,000**	**248,000**	**327,000**	**317,000**	**325,000**
6100	Materials and Supplies	1,000	1,000	1,000	1,000	1,000
6200	Contractual Services	19,000	19,000	19,000	176,000	10,000
6400	Membership, Travel, Training	2,000	2,000	2,000	6,000	6,000
6800	Internal Service Charges	13,000	13,000	13,000	35,000	32,000
	Subtotal	**35,000**	**35,000**	**35,000**	**218,000**	**49,000**
	TOTAL	**283,000**	**283,000**	**362,000**	**535,000**	**374,000**

AUTHORIZED STAFFING	2021-22	2022-23	2023-24
Assistant City Manager	0.10	0.10	0.10
City Clerk	1.00	1.00	1.00
Executive Assistant	0.20	0.20	0.20
TOTAL	1.30	1.30	1.30

15.015.150 CITY ATTORNEY

General Government

The City Attorney is hired by the City Council as a consultant to serve as the legal representative of the City Council, City Manager, City departments, and City commissions. The City Attorney is responsible for representing the City in all lawsuits filed by or against the City. The City Attorney is also responsible for preparing and approving the legality of all proposed contracts, ordinances, and other documents.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
5110	Regular Employees	600,000	600,000	105,000	0	0
	Subtotal	**600,000**	**600,000**	**105,000**	**0**	**0**
6100	Materials and Supplies	8,000	8,000	0	1,000	1,000
6200	Contractual Services	272,000	272,000	428,000	441,000	455,000
6400	Membership, Travel, Training	6,000	6,000	0	0	0
6800	Internal Service Charges	16,000	16,000	16,000	28,000	26,000
	Subtotal	**302,000**	**302,000**	**444,000**	**470,000**	**482,000**
	TOTAL	**902,000**	**902,000**	**549,000**	**470,000**	**482,000**

AUTHORIZED STAFFING	2021-22	2022-23	2023-24
City Attorney	1.00	0.00	0.00
Legal Assistant	0.75	0.00	0.00
TOTAL	1.75	0.00	0.00

20.020.200 CITY MANAGER'S OFFICE *Management Services*

The City Manager's Office is responsible for planning, organizing, staffing, and directing all City programs to implement the policy of the City Council. It also serves as staff to the City Council and is involved in intergovernmental relations necessary to accomplish liaison work with state, regional, county, and other local agencies. The Office is responsible for public records, City Council meetings, and local elections.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
5110	Regular Employees	701,000	701,000	830,000	1,110,000	1,137,000
5140	Overtime	0	0	3,000	0	0
	Subtotal	**701,000**	**701,000**	**833,000**	**1,126,000**	**1,153,000**
6100	Materials and Supplies	19,000	54,000	54,000	19,000	19,000
6200	Contractual Services	93,000	203,000	140,000	179,000	183,000
6400	Membership, Travel, Training	6,000	6,000	6,000	15,000	15,000
6800	Internal Service Charges	45,000	45,000	45,000	129,000	123,000
	Subtotal	**163,000**	**308,000**	**245,000**	**342,000**	**340,000**
	TOTAL	**864,000**	**1,009,000**	**1,078,000**	**1,468,000**	**1,493,000**

AUTHORIZED STAFFING	2021-22	2022-23	2023-24
Administrative Analyst	1.00	1.00	1.00
Assistant City Manager	0.60	0.60	0.60
Assistant to the City Manager	1.00	1.00	1.00
City Manager	1.00	1.00	1.00
Executive Assistant	0.80	0.80	0.80
TOTAL	4.40	4.40	4.40

INFORMATION TECHNOLOGY DEPARTMENT

The Information Technology Department is dedicated to providing the highest quality of technical services that are secure, cost effective, and tailored to the needs of the City and the greater community it serves. Division staff provide daily support to employees city-wide and all customer-facing technology managed by the City; maintain network infrastructure and all technology components; and increase access and transparency of data for the public.

KEY OBJECTIVES

- Continue implementation of the City Council approved Information Systems Division Strategic Framework Drive customer-focused technology solutions anticipating the City's current and future needs
- Develop an Information Technology Business Continuity and Disaster Recovery Plan that recovers technology services from a major disaster
- Maintain industry-leading uptime on critical technology infrastructure through architectural decisions, successful monitoring and testing processes, and system redundancy
- Support department initiatives to enhance customer experience through the City's website, social media, customer service portals and other technology feeds
- Identify, evaluate, and implement new technologies that improve operational efficiency
- Conduct user training to optimize usage of technology, develop an exceptionally skilled workforce, and protect network systems from outside threats
- Update policies and practices to support a highly secure technology environment with greater accountability and standards

21.021.210 INFORMATION TECHNOLOGY DEPARTMENT

Management & Support Services

The Information Technology Department (IT) manages all of the City's computer, telecommunications, and related systems and services. This includes responsibility for the governance of the City's technological systems, maintenance of the infrastructure, and the overall functionality of the systems. Through automation of routine tasks and securing electronic data, IT ensures staff have tools to provide more efficient and effective customer service, more accessible and reliable government information, and optimal collaboration and communication.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
5110	Regular Employees	660,000	660,000	403,000	1,408,000	1,445,000
5140	Overtime	0	0	6,000	0	0
5120	Seasonal/Temporary Employees	0	0	3,000	0	0
	Subtotal	**660,000**	**660,000**	**412,000**	**1,408,000**	**1,445,000**
6100	Materials and Supplies	40,000	57,000	113,000	116,000	119,000
6200	Contractual Services	78,000	165,000	337,000	370,000	286,000
6300	Communications	226,000	380,000	381,000	498,000	524,000
6400	Membership, Travel, Training	3,000	3,000	3,000	8,000	8,000
6800	Internal Service Charges	61,000	61,000	61,000	244,000	235,000
	Subtotal	**408,000**	**666,000**	**895,000**	**1,236,000**	**1,172,000**
	TOTAL	**1,068,000**	**1,326,000**	**1,307,000**	**2,644,000**	**2,617,000**

AUTHORIZED STAFFING	2021-22	2022-23	2023-24
Assistant City Manager	0.15	0.15	0.15
Chief Information Officer/Information Technology Director	1.00	1.00	1.00
Information Systems Manager (replaced with Chief Info. Officer/IT Director)	0.00	0.00	0.00
Information Systems Specialist (replaced with Info. Technology Analyst)	0.00	0.00	0.00
Information Systems Technician - RPT (replaced with Info. Technology Tech. I/II)	0.00	0.00	0.00
Information Technology Analyst/Sr. Information Technology Analyst	3.00	3.00	3.00
Information Technology Technician I/II	2.00	2.00	2.00
TOTAL	6.15	6.15	6.15

HUMAN RESOURCES DEPARTMENT

The mission of the Human Resources Department is to support a talented and diverse workforce and the equitable delivery of city services. The City is an Equal Employment Opportunity employer. The Department's functions include: Recruitment and Retention, Classification and Compensation, Employee and Labor Relations, Employee Engagement, Well-Being, and Development, Benefits Administration, Risk Management, Workers' Compensation, and Safety Programs. The Human Resources Department ensures compliance with employer regulations and obligations as it protects the rights of the individual to fair and equitable treatment in all aspects of employment.

Human Resources staff provide proactive and flexible customer service and endeavor to address the needs of the City's workforce with relevant and timely information, communication, and skillful assistance in support of Newark employees and the public.

KEY OBJECTIVES

- Provide strategic guidance for the effective resource to the management of organizational change, workplace structure, and employee engagement to drive productivity and innovation.
- Implement cost-effective citywide professional development opportunities that further enhance the success of City employees in service delivery to the community, comply with legal mandates, promote professional growth, and support succession planning.
- Ensure that all City departments have viable performance management tools and resources to provide timely, accurate, and relevant performance evaluations and professional development guidance to employees.
- Protect the City's resources by limiting liability and property claims.
- Support employee wellness and safety that effectively promotes, communicates, and acts to protect and enhance employee health and safety
- Manage employee and labor relations activities related to employee group and associations.
- Ensure that Personnel Rules and Regulations and Administrative Regulations related to personnel are updated, effective, and compliant.
- Implement federal and state employment mandates.

22.022.220 HUMAN RESOURCES SERVICES *Management & Support Services*

Human Resources provides specialized and strategic administration to all employees in the following areas: employee and labor relations; negotiations with labor associations and employee groups; recruitment and selection; equal employment opportunity; classification and compensation; employee development and training; employee recognition; benefits administration; workers' compensation; state unemployment insurance; employee safety; and confidential records management. Human Resources is the resource point for employees ensuring compliance with federal and state employment laws.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
5110	Regular Employees	287,000	528,000	450,000	798,000	818,000
5120	Seasonal/Temporary Employees	0	0	81,000	114,000	28,000
	Subtotal	**287,000**	**528,000**	**531,000**	**912,000**	**846,000**
6100	Materials and Supplies	17,000	34,000	34,000	54,000	54,000
6200	Contractual Services	297,000	695,000	604,000	404,000	418,000
6400	Membership, Travel, Training	60,000	142,000	59,000	130,000	110,000
6800	Internal Service Charges	56,000	56,000	56,000	122,000	114,000
	Subtotal	**430,000**	**927,000**	**753,000**	**710,000**	**696,000**
	TOTAL	**717,000**	**1,455,000**	**1,284,000**	**1,622,000**	**1,542,000**

AUTHORIZED STAFFING	2021-22	2022-23	2023-24
Administrative Analyst	1.00	1.00	1.00
Assistant City Manager	0.15	0.15	0.15
Human Resources Director	0.80	0.80	0.80
Human Resources Technician	2.00	2.00	2.00
TOTAL	3.95	3.95	3.95

FINANCE DEPARTMENT

The mission of the Finance Department is to ensure that the financial and fiscal activities of the City are performed, recorded, and presented in compliance with professional and ethical standards while supporting the City Council, community, and staff in a prompt and courteous manner.

KEY OBJECTIVES

- Monitor and evaluate City revenues, national and state economies, fiscal policies, and other economic trends that impact the City's financial condition and make recommendations to the City Manager and City Council to ensure fiscal stability in times of economic downturn.
- Develop the Biennial Budget and Five-Year Forecast in coordination with City departments and community engagement; monitor spending against approved budget and advise Council with budget amendments as needed.
- Prepare and maintain accurate financial records and reports, in compliance with Generally Accepted Accounting Principles (GASB), Federal, State, and County rulings, and grant provisions.
- Procure goods and services in compliance with the City's Purchasing Policy, Ordinance, and applicable Federal and State laws.
- Provide leadership in the development, implementation, and updates of financial policies for the City.
- Monitor and enforce internal controls of financial process workflows to safeguard financial resources and City assets.
- Review capital projects and equipment replacement spending to determine asset capitalization, replacement schedule, and funding options.
- Process all financial transactions for the City, including revenue receipts, vendor and contractor payments, employee payroll checks, and business license issuance.
- Complete the replacement of the financial management, human resources, and asset management modules of the Enterprise Resource Planning (ERP) system.
- Maintain current Enterprise Resource Planning (ERP) system for systematic updates and enhancements and continue to evaluate additional modules.

80.080.800 FINANCE DEPARTMENT

Management & Support Services

The Finance Department maintains the financial records of the City and provides accounting and financial reporting services to City management and staff, City Council, and regulatory agencies. Finance staff assists City departments in developing and submitting a budget to City Council and coordinates the annual financial audit and preparation of the Annual Comprehensive Financial Report. Other Financial Services responsibilities includes cash management, cashier operations, business license administration, debt management, payroll, purchasing, accounts payable, accounts receivable, and maintenance of the ERP system.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
5110	Regular Employees	1,467,000	1,553,000	1,368,000	1,587,000	1,628,000
5115	Leave Conversion	0	0	5,000	0	0
5140	Overtime	0	0	8,000	0	0
	Subtotal	**1,467,000**	**1,553,000**	**1,381,000**	**1,587,000**	**1,628,000**
6100	Materials and Supplies	5,000	5,000	4,000	7,000	7,000
6200	Contractual Services	277,000	482,000	476,000	526,000	553,000
6400	Membership, Travel, Training	7,000	7,000	14,000	24,000	24,000
6800	Internal Service Charges	85,000	85,000	85,000	239,000	225,000
	Subtotal	**374,000**	**579,000**	**579,000**	**796,000**	**809,000**
	TOTAL	**1,841,000**	**2,132,000**	**1,960,000**	**2,383,000**	**2,437,000**

AUTHORIZED STAFFING	2021-22	2022-23	2023-24
Accountant	2.00	2.00	2.00
Accounting Assistant II	1.00	1.00	1.00
Accounting Manager	1.00	1.00	1.00
Accounting Technician I/II	1.00	1.00	1.00
Cashier	1.00	1.00	1.00
Collection Assistant	1.00	1.00	1.00
Finance Director	1.00	1.00	1.00
Senior Accountant	1.00	1.00	1.00
TOTAL	9.00	9.00	9.00

ECONOMIC DEVELOPMENT

The Economic Development Division shares and supports the mission of the the Community Development Department and is identified independently because Economic Development is predominantly supported by the General Fund while Community Development has other revenue sources.

The mission of the Community Development Department and the Economic Development Division (Division) is to ensure the long-term independence of the City of Newark by encouraging the development of a physically and fiscally balanced community. The Division is committed to leading initiatives that achieve Newark's independence, relevant services and providing a timely response to inquiries and accurate and complete information to our customers. Within the City organization, the Division provides staff support, guidance, and coordination assistance to other departments. The Division continually strives to improve its high level of service. Economic Development advances and supports the Community Development Department's mission in the key objectives listed here.

KEY OBJECTIVES

- Expand efforts to market the community as a business location of choice.
- Attract high technology businesses and employment to Newark through land use decisions and business benefits and services.
- Implement the Economic Development General Plan Element.
- Support and improve timely and efficient processing of development applications.
- Assist Community Development in the implementation of Specific Plans as appropriate.
- Work with Regional Agencies to assure Newark will be part of a vibrant and sustainable region.
- Support businesses in the implementation of the Local Hazard Mitigation Plan.
- Encourage sustainability in development, land use, and public and private policy and practice.

ECONOMIC DEVELOPMENT AND LIBRARY SUMMARY

	Organizational Unit	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
	ECONOMIC DEVELOPMENT					
50.051.510	Economic Development	460,000	686,200	705,000	690,000	710,000
	Subtotal	**460,000**	**686,200**	**705,000**	**690,000**	**710,000**
	LIBRARY					
27.027.270	Library Support	73,000	73,000	73,000	162,000	169,000
	Subtotal	**73,000**	**73,000**	**73,000**	**162,000**	**169,000**
	TOTAL	**533,000**	**759,200**	**778,000**	**852,000**	**879,000**

AUTHORIZED STAFFING	2021-22	2022-23	2023-24
Administrative Support Specialist II	0.40	0.40	0.40
Economic Development Manager	1.00	1.00	1.00
TOTAL	1.40	1.40	1.40

50.051.510 ECONOMIC DEVELOPMENT *Community Development*

The Economic Development activity includes all public information and business promotion functions. Also included in this activity are work with the Chamber of Commerce, publication of the City newsletter, and economic development promotion efforts.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
5110	Regular Employees	266,000	266,000	260,000	278,000	284,000
5120	Seasonal/Temporary Employees	0	0	53,000	53,000	53,000
	Subtotal	**266,000**	**266,000**	**313,000**	**331,000**	**337,000**
6100	Materials and Supplies	4,000	4,000	2,000	5,000	5,000
6200	Contractual Services	156,000	382,200	361,000	290,000	305,000
6400	Membership, Travel, Training	18,000	18,000	13,000	27,000	28,000
6800	Internal Service Charges	16,000	16,000	16,000	37,000	35,000
	Subtotal	**194,000**	**420,200**	**392,000**	**359,000**	**373,000**
	TOTAL	**460,000**	**686,200**	**705,000**	**690,000**	**710,000**

AUTHORIZED STAFFING	2021-22	2022-23	2023-24
Administrative Support Specialist II	0.40	0.40	0.40
Economic Development Manager	1.00	1.00	1.00
TOTAL	1.40	1.40	1.40

27.027.270 LIBRARY SUPPORT

Library

The Library Support activity provides for the maintenance of the City's Library building, grounds, and parking lot. The Library is located at 6300 Civic Terrace Avenue and is operated by Alameda County.

Account Code	Description		2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
6800	Internal Service Charges		73,000	73,000	73,000	162,000	169,000
		Subtotal	**73,000**	**73,000**	**73,000**	**162,000**	**169,000**
		TOTAL	**73,000**	**73,000**	**73,000**	**162,000**	**169,000**

POLICE DEPARTMENT

The mission of the Police Department is to provide professional public safety services in partnership with our community.

PROGRAM DESCRIPTION

The police department consists of two divisions: Field Operation and Support Services. Field Operations is administered by one Police Captain and two Lieutenants who are responsible for the day and night patrol operations and the detective unit. The Support Services Division is overseen by a Police Captain responsible for the Communications Center, Records and Property, employee recruitment and hiring, Community Engagement and Volunteers, and Professional Standards and Trainings.

Field Operations consists of teams of sworn and professional staff employees who collaboratively work together to patrol the city streets to preserve the peace; protect life and property, enforce laws, prevent crime, and arrest offenders. Teams consist of Patrol Sergeants, Police Officers, Community Service officers, Dispatchers, and Animal Control officers. Police Canines are attached to patrol teams as well. Canines are used primarily to search for and apprehend criminal suspects, detect and locate narcotics, and perform building and area searches.

The Traffic Unit enforces traffic regulations in conjunction with patrol functions; investigates traffic hazards; analyzes collision reports; participates in regional commercial enforcement activities; and provides traffic safety education. Vehicle Abatement Officers support the Traffic Unit through the identification and ultimate removal of abandoned vehicles throughout the city.

The School Resource Officer (SRO) assigned to Newark Memorial High School interacts closely with students, teachers, school staff, and parents to ensure a safe learning environment for our youth. The SRO also monitors activity, as well as investigates criminal incidents, on and around campus.

POLICE DEPARTMENT, CONTINUED

The Detective Unit handles the investigation of all major crimes that occur within the city. They work with the Federal Bureau of Investigation Silicon Valley Regional Criminal Forensics Laboratory and the Southern Alameda Major Crimes Task Force.

Field Operations is additionally supported by several collateral teams to include Special Weapons and Tactics (SWAT), Crisis Negotiations, Crowd Management, Unmanned Aerial Vehicle (UAV), Criminal Evidence Response Team (CERT), Field Training Officers (FTO), and a Peer Support Team.

The Professional Standards and Training (PST) Unit, located under the Support Services Division, coordinates, delivers, and tracks department and Peace Officers Standards and Training (POST) approved training. Range Staff and Use of Force team work together with PST to provide the most current legal updates as well as relevant scenario and classroom training to all employees. PST maintains and updates department policy and procedure, assists in the recruitment and background of potential employees, investigates internal affairs matters, and coordinates the testing process for the hiring of new employees and internal promotional testing processes.

Specific activities include:

Solving any policing problems in an effort to reduce crime and enhance the quality of life for the residents of Newark.

Maintaining a minimum average response time of four minutes or less to emergency calls for service to ensure the highest level of public safety.

Maintaining a long, positive, and collaborative partnership with our schools and keeping our schools safe. In furtherance of this goal, continue to provide a liaison officer, continue in depth discussions about our current practices and procedures, and will work together to identify and implement preventative and security measures; this includes providing training and collaborating on safety drills.

POLICE DEPARTMENT, CONTINUED

MAJOR ACCOMPLISHMENTS

- Implementation of program to report stop data in compliance with the Racial Identity Profiling Act of 2015.
- Implementation of the National Incident-Based Reporting System (NIBRS) and California Incident-Based Reporting (CIBRS) of crime data elements.

KEY OBJECTIVES

- By January 2023, implement the first phase of an Intelligence Based Policing model.
- By January 2023, implement the first phase of the community safety camera program.
- By January 2023, research and evaluate the procurement of a Force Options Simulator for use in the new police facility training room and continue to provide force options (crisis intervention and de-escalation) training to help officers understand and react appropriately to mentally ill and developmentally disabled subjects.
- By June 2022, collaborate in a records data sharing program with all Alameda and Contra Costa County police agencies.
- By June 2023, continue to move toward paperless records retention.
- By June 2023, research and evaluate long-term storage solutions for large scale property & evidence items.
- Continue to utilize a Team Policing staffing model to improve communication, consistency in supervision, accountability, efficiency, and morale.
- Continue to prioritize professional development and succession planning through a formal Acting Sergeant in Training Program
- Expand the number of residents and businesses currently opted-in to the recently implemented AC Alert county-wide mass notification and evacuation platform.
- Continue to aggressively pursue grant opportunities to supplement the current budget.
- Explore new ways to increase number of candidates for entry level and lateral police officers.
- Explore ways to formalize existing Professional Development and Mentoring efforts that provide staff with the tools they need to succeed.

POLICE DEPARTMENT, CONTINUED

- Continue to address complaints and concerns regarding wrecked, dismantled, damaged, unregistered, and non-operating vehicles on public and private property.
- Continue our collaboration with the Newark Unified School District, Alameda County
- District Attorney's Office, and Juvenile Probation for a county-wide truancy program and to discuss School Resource Officer, gang, and other school-related issues. In addition, the
- Police Department will work with the Fremont and Union City School Districts and other police departments regarding truancy and other juvenile delinquency trends.
- Continue to promote participation in the departmental fitness program, while ensuring that the level of service to the community is not adversely affected.
- Continue to pursue and evaluate on-line training/testing programs related to perishable skills for police officers.
- Continue to pursue off-site data file storage systems to preserve archived and retainable reports.
- Continue to assign the Honor Guard team to represent the department at ceremonies for fallen officers, civic events, and city-related functions.
- Continue to access, monitor, and communicate Homeland Security/Terrorism issues to our first responders.
- Continue to promote and maintain a police explorer and cadet program.
- Continue to increase our public outreach efforts through social media to keep the lines of communication open and provide residents and concerned citizens with alerts, advisories, and community information.
- Continue to expand the Community Engagement Program by recruiting new police volunteers and Business Watch Program participants, collaborating with the Chamber of Commerce, establishing new Neighborhood Watch programs within the community, and facilitating campaigns such as National Night Out.
- Continue to research and provide new technology to improve efficiency and reduce risk.
- Continue to address on-going traffic concerns and evaluate the impact new housing developments, increased commercial enterprises, and developing retail centers have on this issue.

POLICE DEPARTMENT, CONTINUED

- Continue to utilize police personnel to staff the Law Enforcement Program funded by the Mission Valley Regional Occupation Program and in conjunction with the Newark Unified School District.
- Continue to encourage officers to achieve higher educational goals by forming partnerships with accredited universities.
- Continue to assign officers to NewPark Mall when available and needed during peak shopping times and special events to help deter criminal activity.
- Continue to provide multi-disciplinary critical incident scenario-based training for all staff.
- Continue to utilize Naloxone to reduce the number of fatal opiate overdoses and increase officer safety.
- Continue to upgrade the Police webpage in order to provide citizens a means to easily locate information and report certain crimes with the objective of increased customer satisfaction.
- Continue to evaluate and improve the use of body worn cameras for all officers to reduce potential risk and liability to the department.
- Continue to explore options to expand our employee wellness program.

POLICE SUMMARY

	Organizational Unit	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
	POLICE SERVICES					
30.030.300	Police Administration	1,106,000	1,123,000	1,095,000	1,174,000	1,191,000
30.030.301	School Crossing Guards	119,000	124,000	124,000	142,000	145,000
30.030.302	Animal Control	341,000	408,000	408,000	434,000	440,000
30.031.310	Patrol	16,093,000	16,163,000	15,230,000	16,743,000	17,198,000
30.032.320	Investigations	2,999,000	2,999,000	2,074,000	2,955,000	2,894,000
30.033.330	Records & Communication	4,454,000	4,504,000	5,154,000	5,598,000	5,676,000
30.034.340	Police Reserves	18,000	18,000	0	12,000	12,000
	TOTAL	**25,130,000**	**25,339,000**	**24,085,000**	**27,058,000**	**27,556,000**

AUTHORIZED STAFFING	2021-22	2022-23	2023-24
Administrative Analyst	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00
Administrative Support Specialist II	1.00	1.00	1.00
Animal Control Officer	1.00	1.00	1.00
Communications Supervisor	1.00	0.00	0.00
Community Engagement Manager	1.00	1.00	1.00
Community Service Officer	3.00	3.00	3.00
Crime Analyst	1.00	1.00	1.00
Lead Public Safety Dispatcher	2.00	2.00	2.00
Police Captain	2.00	2.00	2.00
Police Chief	1.00	1.00	1.00
Police Lieutenant	3.00	3.00	3.00
Police Officer	44.00	44.00	44.00
Police Officer Overhire	0.00	0.00	0.00
Police Sergeant	8.00	8.00	8.00
Police Support Services Manager	0.00	1.00	1.00
Public Safety Clerk	3.00	3.00	3.00
Public Safety Dispatcher	9.00	9.00	9.00
Red Light Photo Technician	1.00	1.00	1.00
Police Records Supervisor	1.00	1.00	1.00
Vehicle Abatement Officer	1.00	1.00	1.00
	85.00	85.00	85.00
Seasonal/Temporary Full-time Equivalent	6.75	6.75	6.75
TOTAL	91.75	91.75	91.75

30.030.300 POLICE ADMINISTRATION *Police Department*

The Police Chief has oversight of all of the police department functions and responsibilities. The Chief guides and leads the department by ensuring that staff abides by its mission, vision, and values; providing long and short-term goals and objectives for the department; adopting department rules and regulations; preparing and administering the department budget; providing for staffing and equipping of the department; reviewing and recommending the hiring and promotion of personnel; and receiving and investigating complaints of police misconduct.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
5110	Regular Employees	1,046,000	1,046,000	1,029,000	1,049,000	1,076,000
5140	Overtime	0	0	1,000	0	0
	Subtotal	**1,046,000**	**1,046,000**	**1,030,000**	**1,049,000**	**1,076,000**
6100	Materials and Supplies	5,000	5,000	5,000	5,000	5,000
6400	Membership, Travel, Training	19,000	36,000	24,000	39,000	33,000
6800	Internal Service Charges	36,000	36,000	36,000	81,000	77,000
	Subtotal	**60,000**	**77,000**	**65,000**	**125,000**	**115,000**
	TOTAL	**1,106,000**	**1,123,000**	**1,095,000**	**1,174,000**	**1,191,000**

AUTHORIZED STAFFING	2021-22	2022-23	2023-24
Administrative Analyst	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00
Administrative Support Specialist II	1.00	1.00	1.00
Crime Analyst	1.00	1.00	1.00
Police Chief	1.00	1.00	1.00
TOTAL	5.00	5.00	5.00

30.030.301 SCHOOL CROSSING GUARDS

Police Department

The School Crossing Guards activity is administered by the Field Operations Captain and one Field Operations Lieutenant. This program provides pedestrian traffic control and safety at specified school locations within the City.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
6200	Contractual Services	119,000	124,000	124,000	142,000	145,000
	Subtotal	**119,000**	**124,000**	**124,000**	**142,000**	**145,000**
	TOTAL	**119,000**	**124,000**	**124,000**	**142,000**	**145,000**

30.030.302 ANIMAL CONTROL

Police Department

The Animal Control activity is administered by the Field Operations Captain. The Animal Control Unit provides preventative patrol service related to state and local animal control statutes; investigates citizen complaints and violations; impounds stray animals; properly disposes of deceased animals; secures medical treatment for injured or sick animals; and assists with rabies control and the enforcement of City licensing ordinances.

Account Code	Description		2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
5110	Regular Employees		156,000	156,000	157,000	157,000	160,000
		Subtotal	**156,000**	**156,000**	**157,000**	**157,000**	**160,000**
6200	Contractual Services		150,000	217,000	216,000	250,000	255,000
6800	Internal Service Charges		35,000	35,000	35,000	27,000	25,000
		Subtotal	**185,000**	**252,000**	**251,000**	**277,000**	**280,000**
		TOTAL	**341,000**	**408,000**	**408,000**	**434,000**	**440,000**

AUTHORIZED STAFFING		2021-22	2022-23	2023-24
Animal Control Officer		1.00	1.00	1.00
	TOTAL	1.00	1.00	1.00

30.031.310 PATROL

Police Department

Field Operations consists of teams of sworn and professional staff employees who collaboratively work together to patrol the city streets to preserve the peace; protect life and property, enforce laws, prevent crime, and arrest offenders. Teams consist of Patrol Sergeants, Police Officers, Community Service officers, Dispatchers, and Animal Control officers. Police Canines are attached to patrol teams as well. Canines are used primarily to search for and apprehend criminal suspects, detect and locate narcotics, and perform building and area searches.

The Traffic Unit enforces traffic regulations in conjunction with patrol functions; investigates traffic hazards; analyzes collision reports; participates in regional commercial enforcement activities; and provides traffic safety education. Vehicle Abatement Officers support the Traffic Unit through the identification and ultimate removal of abandoned vehicles throughout the city.

The School Resource Officer (SRO) assigned to Newark Memorial High School interacts closely with students, teachers, school staff, and parents to ensure a safe learning environment for our youth. The SRO also monitors activity, as well as investigates criminal incidents, on and around campus.
Field Operations is additionally supported by several collateral teams to include Special Weapons and Tactics (SWAT), Crisis Negotiations, Crowd Management, Unmanned Aerial Vehicle (UAV), Criminal Evidence Response Team (CERT), Field Training Officers (FTO), and a Peer Support Team.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
5110	Regular Employees	12,902,000	12,965,519	11,960,000	12,297,000	12,600,000
5120	Seasonal/Temporary Employees	244,000	244,000	128,000	468,000	468,000
5140	Overtime	500,000	500,000	856,000	545,000	559,000
	Subtotal	**13,646,000**	**13,709,519**	**12,944,000**	**13,310,000**	**13,627,000**
6100	Materials and Supplies	147,000	150,121	127,000	164,000	164,000
6200	Contractual Services	628,000	628,000	470,000	618,000	618,000
6400	Membership, Travel, Training	4,000	7,360	4,000	76,000	76,000
8000	Departmental Equipment	14,000	14,000	31,000	0	0
6800	Internal Service Charges	1,654,000	1,654,000	1,654,000	2,575,000	2,713,000
	Subtotal	**2,447,000**	**2,453,481**	**2,286,000**	**3,433,000**	**3,571,000**
	TOTAL	**16,093,000**	**16,163,000**	**15,230,000**	**16,743,000**	**17,198,000**

AUTHORIZED STAFFING	2021-22	2022-23	2023-24
Community Service Officer	2.00	2.00	2.00
Police Captain	1.00	1.00	1.00
Police Lieutenant	2.00	2.00	2.00
Police Officer	34.00	34.00	34.00
Police Sergeant	7.00	7.00	7.00
Red Light Photo Technician	1.00	1.00	1.00
Vehicle Abatement Officer	1.00	1.00	1.00
Subtotal	48.00	48.00	48.00
Seasonal/Temporary Full-time Equivalent	4.00	4.00	4.00
TOTAL	52.00	52.00	52.00

30.032.320 INVESTIGATIONS *Police Department*

The Investigations activity is administered by the Field Operations Captain and one Field Operations Lieutenant. The Detective Unit handles the investigation of all major crimes that occur within the city. They work with the Federal Bureau of Investigation Silicon Valley Regional Criminal Forensics Laboratory and the Southern Alameda Major Crimes Task Force (SACMCTF). Our participation in the SACMCTF allows us to enforce laws and investigate incidents related to narcotics trafficking, street gangs, and major crimes within the tri-city area. The detective unit responds to and investigates homicides, sexual assaults, robberies, and other complex investigations; recovers stolen property; inspects pawn shops and second-hand stores; tracks sex, arson, and narcotic registrants in the community; investigates and arrests persons wanted for crimes by other jurisdictions; and maintains an investigative liaison with outside agencies.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
5110	Regular Employees	2,575,000	2,575,000	1,679,000	2,405,000	2,464,000
5140	Overtime	70,000	70,000	138,000	138,000	138,000
	Subtotal	**2,645,000**	**2,645,000**	**1,817,000**	**2,543,000**	**2,602,000**
6100	Materials and Supplies	1,000	1,000	10,000	1,000	1,000
6200	Contractual Services	169,000	169,000	64,000	185,000	80,000
6400	Membership, Travel, Training	1,000	1,000	0	1,000	1,000
6800	Internal Service Charges	183,000	183,000	183,000	225,000	210,000
	Subtotal	**354,000**	**354,000**	**257,000**	**412,000**	**292,000**
	TOTAL	**2,999,000**	**2,999,000**	**2,074,000**	**2,955,000**	**2,894,000**

AUTHORIZED STAFFING	2021-22	2022-23	2023-24
Police Officer	10.00	10.00	10.00
Police Sergeant	1.00	1.00	1.00
TOTAL	11.00	11.00	11.00

30.033.330 RECORDS & COMMUNICATIONS *Police Department*

The Records & Communications activity is administered by the Support Services Captain and Support Services Manager. This activity administers the records, communications, evidence control, and personnel/training functions. The Records Unit maintains and distributes police reports, Public Records Act (PRA) requests, and other police files. The communications center accepts citizens' calls for public safety services and coordinates movements of field units. The communications center accepts citizens' calls for public safety services and coordinates movements of field units. The evidence control function maintains evidence and property in police custody.

The Professional Standards and Training Unit is administered by the Support Services Captain and a Sergeant who coordinates, delivers, and tracks department and Peace Officers Standards and Training (POST) approved training, assists in the recruitment and background of potential employees, investigates internal affairs matters, and coordinates the testing process for the hiring of new employees and the internal promotional testing process. The Support Services Captain also oversees the Community Engagement Program which encompasses volunteers for Graffiti Abatement, Newark Police Volunteers, Neighborhood and Merchant Watch programs, as well as the Citizen Police Academy and social media.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
5110	Regular Employees	3,380,000	3,380,000	4,142,000	4,174,000	4,280,000
5120	Seasonal/Temporary Employees	111,000	111,000	42,000	145,000	145,000
5140	Overtime	165,000	165,000	155,000	155,000	155,000
	Subtotal	**3,656,000**	**3,656,000**	**4,339,000**	**4,474,000**	**4,580,000**
6100	Materials and Supplies	31,000	31,000	21,000	31,000	31,000
6200	Contractual Services	255,000	305,000	286,000	255,000	255,000
6400	Membership, Travel, Training	118,000	118,000	114,000	178,000	178,000
6300	Other Charges	83,000	83,000	83,000	83,000	83,000
6800	Internal Service Charges	311,000	311,000	311,000	577,000	549,000
	Subtotal	**798,000**	**848,000**	**815,000**	**1,124,000**	**1,096,000**
	TOTAL	**4,454,000**	**4,504,000**	**5,154,000**	**5,598,000**	**5,676,000**

AUTHORIZED STAFFING	2021-22	2022-23	2023-24
Community Engagement Manager	1.00	1.00	1.00
Community Service Officer	1.00	1.00	1.00
Lead Public Safety Dispatcher	2.00	2.00	2.00
Police Captain	1.00	1.00	1.00
Police Lieutenant	1.00	1.00	1.00
Police Records Supervisor	1.00	1.00	1.00
Police Support Services Manager	0.00	1.00	1.00
Public Safety Clerk	3.00	3.00	3.00
Public Safety Dispatcher	9.00	9.00	9.00
Subtotal	19.00	20.00	20.00
Seasonal/Temporary Full-time Equivalent	2.75	2.75	2.75
TOTAL	21.75	22.75	22.75

30.034.340 POLICE RESERVES AND EXPLORER PROGRAM *Police Department*

The Police Reserves activity is administered by the Field Operations Captain. The Reserve Officer program recruits, trains, and equips civilian volunteers to assist sworn police personnel during the course of their duties, as well as in times of disaster when the need for police services exceeds available resources. The Captain also provide oversight for the volunteer-based Police Explorer program which provides police experience, mentorship, and training to youth interested in a career in law enforcement.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
6100	Materials and Supplies	10,000	10,000	0	0	0
6400	Membership, Travel, Training	8,000	8,000	0	12,000	12,000
	Subtotal	**18,000**	**18,000**	**0**	**12,000**	**12,000**
	TOTAL	**18,000**	**18,000**	**0**	**12,000**	**12,000**

FIRE DEPARTMENT

The Alameda County Fire Department provides fire services for the City of Newark by contract. These services are provided at the direction of the City and are in line with public safety priorities of the community

KEY OBJECTIVES

- Facilitate requested EOC Training for City personnel to reinforce prior independent study learning modules
- Facilitate requested EOC training for City Council members.
- Continue to work with the City to provide cost efficiencies for the services provided.
- Work collaboratively with the City Emergency Coordinator to provide emergency preparedness training programs including Listos, PEP, and CERT to Newark residents.
- Support the development of requested tabletop exercises to coincide with EOC training workshops and to exercise the City of Newark's Comprehensive Emergency Management Plan (CEMP).
- Conduct an annual review of the City of Newark's CEMP to ensure the plan elements are valid, current, and remain in compliance with ICS, SEMS, NIMS, and other regulations.
- Continue to participate in community outreach and preparedness events.
- Participate in Disaster Council meetings to review status of emergency management program.
- Participate and support the City's Local Hazard Mitigation Plan
- Work collaboratively with the City Emergency Coordinator to conduct necessary review of the EOP
- Maintain Senate Bill 1205 compliance through the performance of annual inspections and reporting.

FIRE SUMMARY

	Organizational Unit	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
	FIRE SERVICES					
40.040.400	Fire, Life, and Environmental Protection	12,274,000	12,274,000	12,274,000	11,904,000	12,767,000
40.041.400	EMS Assessment	0	0	4,000	4,000	4,000
	TOTAL	**12,274,000**	**12,274,000**	**12,278,000**	**11,908,000**	**12,771,000**

40.040/40.041.400 EMERGENCY SERVICES and FIRE, LIFE, and ENVIRONMENTAL PROTECTION

Fire Department

Emergency Services are included in the contract for fire services with the Alameda County Fire Department. These services include training fire department personnel; response to emergency and non-emergency incidents; fire code inspections; coordinated and provided basic life support (BLS) and advanced life support (ALS) emergency medical services; response to hazardous materials related incidents; performing extrications; and maintaining fire hydrants. The Alameda County Fire Department also provided public education in fire safety, injury prevention, disaster preparedness; and responded to public service requests such as station tours and school presentations. They worked cooperatively through an Auto Aid agreement to respond to emergencies in Union City, and participated in Alameda County's Mutual Aid Plan, under which cities assist one another when in need of additional firefighting resources.

Emergency Preparedness activity, under the Alameda County Fire Department, coordinated the City's emergency response to natural and man-made disasters, industrial and transportation emergencies, and domestic terrorism situations. This activity included emergency planning, preparedness training, public awareness and education, Community Emergency Response Team (CERT) organization and training, Personal Emergency Preparedness (PEP) training, and disaster response and coordination.

Emergency Medical Services provided for advanced life support services by paramedics on fire engines, purchase of medical equipment and medications, emergency medical training, and other projects that enhanced the quality of emergency medical services to the community.

Fire, Life, and Environmental Protection Services includes conducted fire code and hazardous materials inspections, and code enforcement. The Alameda County Fire Department also made public education presentations to the community to expand awareness on fire and life safety hazards and environmental protection issues. Activities included plan review and inspection of all new fire protection system installations; fire code compliance inspections; fire investigation; regulation of hazardous materials facilities; and the distribution of public information on a wide range of fire safety and environmental protection subjects.

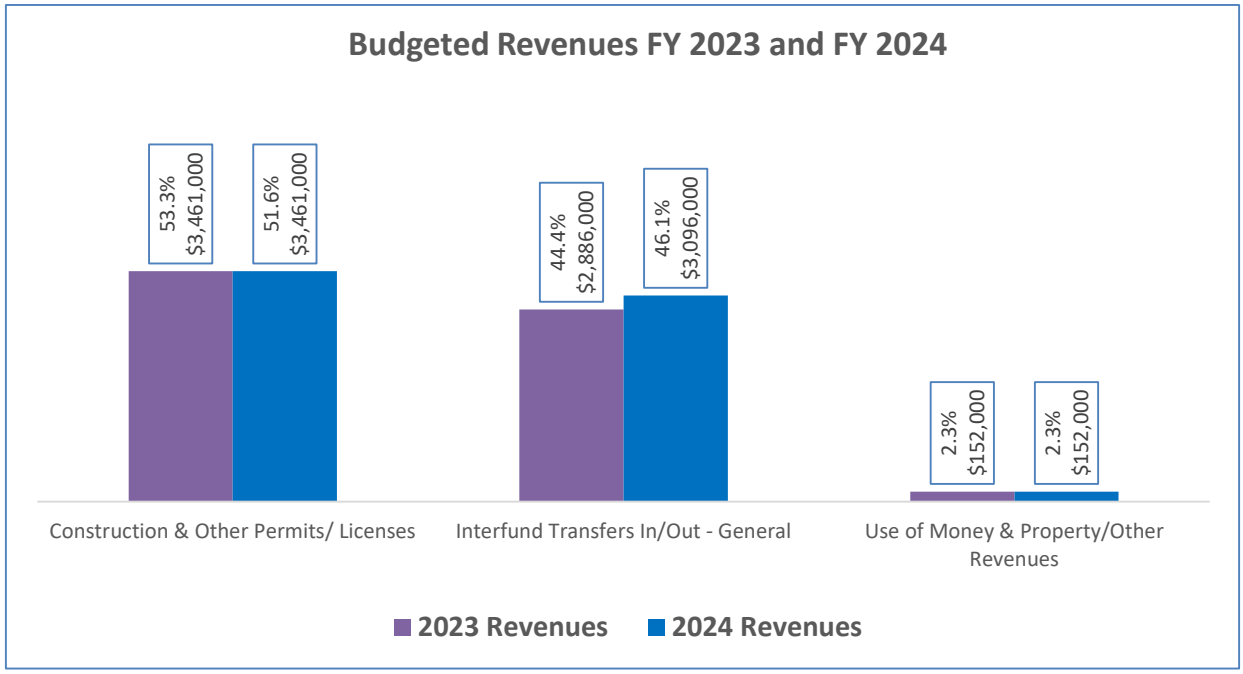
Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
6200	Contractual Services	11,337,000	11,337,000	11,337,000	11,829,000	12,696,000
6800	Internal Service Charges	937,000	937,000	937,000	75,000	71,000
	Subtotal	**12,274,000**	**12,274,000**	**12,274,000**	**11,904,000**	**12,767,000**
	TOTAL	**12,274,000**	**12,274,000**	**12,274,000**	**11,904,000**	**12,767,000**

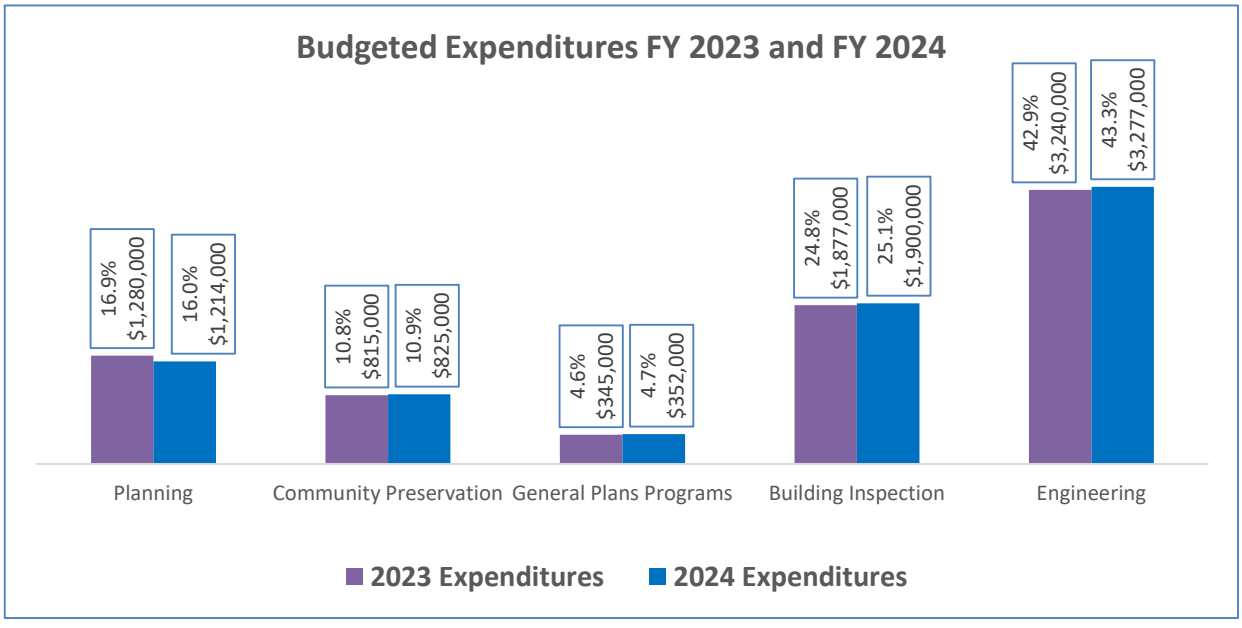
40.041 EMS ASSESSMENT

6200	Contractual Services	0	0	4,000	4,000	4,000
	TOTAL	**0**	**0**	**4,000**	**4,000**	**4,000**

DEVELOPMENT COST CENTER

The Development Cost Center contains Planning, Community Preservation, Engineering, and Building Inspection. These are services primarily provided to the development community and are supported primarily by development fees.





COMMUNITY DEVELOPMENT DEPARTMENT

The mission of the Community Development Department is to ensure the long-term independence of the City of Newark by encouraging the development of a physically and fiscally balanced community. The department consists of Economic Development, Planning, Community Preservation, and Housing, and is committed to leading initiatives that achieve Newark's independence, relevant services and providing a timely response to inquiries and accurate and complete information to our customers. Within the City organization, the department provides staff support, guidance, and coordination assistance to other departments. The Community Development Department continually strives to improve its high level of service.

KEY OBJECTIVES

- Expand efforts to market the community as a business and residential location of choice.
- Attract high technology businesses and employment to Newark through land use decisions and business benefits and services.
- Implement the Economic Development General Plan Element.
- Continue timely and efficient processing of development applications.
- Implement the Specific Plan for Areas 3 and 4.
- Implement the Specific Plan for the Bayside Newark Transit Oriented Development (Area 2).
- Implement the New Park Place Specific Plan.
- Implement the Old Town Specific Plan.
- Implement the General Plan and Housing Element.
- Work with Regional Agencies to assure Newark will be a part of a vibrant and sustainable region.
- Implement the Local Hazard Mitigation Plan.
- Review and update Census related data as necessary.
- Monitor and update all impact fees as necessary.
- Promote proactive code enforcement activities within the Community Preservation Division

DEVELOPMENT COST CENTER SUMMARY

	Organizational Unit	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
	PLANNING and DEVELOPMENT					
50.052.520	Planning	813,000	1,328,000	698,000	1,280,000	1,214,000
50.053.530	Community Preservation	424,000	534,000	491,000	815,000	825,000
50.054.540	General Plans Programs	568,000	568,000	326,000	345,000	352,000
50.059.590	Grants/Pass Through	0	1,500,000	1,445,000	0	0
	Subtotal	**1,805,000**	**3,930,000**	**2,960,000**	**2,440,000**	**2,391,000**
	ENGINEERING					
60.061.611	Engineering Design and Construction	2,373,000	2,830,000	2,619,000	3,240,000	3,277,000
	Subtotal	**2,373,000**	**2,830,000**	**2,619,000**	**3,240,000**	**3,277,000**
	BUILDING INSPECTION					
60.062.620	Building Inspection Programs	2,023,000	2,076,000	1,565,000	1,877,000	1,900,000
	Subtotal	**2,023,000**	**2,076,000**	**1,565,000**	**1,877,000**	**1,900,000**
	TOTAL	**6,201,000**	**8,836,000**	**7,144,000**	**7,557,000**	**7,568,000**

AUTHORIZED STAFFING	2021-22	2022-23	2023-24
Administrative Analyst	0.50	0.50	0.50
Administrative Support Specialist II	1.40	1.40	1.40
Assistant City Engineer	0.60	0.60	0.60
Assistant Engineer - Civil	0.60	0.60	0.60
Associate Civil Engineer	1.00	1.00	1.00
Associate Planner	1.00	1.00	1.00
Building Inspected I/II	3.00	3.00	3.00
Chief Building Official	1.00	1.00	1.00
Community Development Director	1.00	1.00	1.00
Community Preservation Manager	1.00	1.00	1.00
Community Preservation Specialist	2.00	2.00	2.00
Deputy Community Development Director	1.00	1.00	1.00
Engineering Technician I	0.40	0.40	0.40
Junior Engineer	1.00	1.00	1.00
Permit Technician	1.00	1.00	1.00
Plan Check Engineer	0.00	1.00	1.00
Public Works Director	0.60	0.60	0.60
Public Works Inspector	0.90	0.90	0.90
Senior Planner	1.00	1.00	1.00
Senior Administrative Support Specialist	1.00	1.00	1.00
Senior Building Inspector	1.00	1.00	1.00
Senior Civil Engineer	2.00	2.00	2.00
SUBTOTAL	23.00	24.00	24.00
Seasonal/Temporary Full-time Equivalent	1.25	1.25	1.25
TOTAL	24.25	25.25	25.25

50.052.520 PLANNING

Community Development

The Planning activity oversees the orderly physical development of the community. The update and administration of the City's General Plan, administration of the Zoning Ordinance, coordination of development with the business and development community, and work with the Planning Commission are covered under this activity.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
5110	Regular Employees	421,000	774,000	324,000	609,000	624,000
5120	Seasonal/Temporary Employees	0	0	27,000	27,000	27,000
	Subtotal	**421,000**	**774,000**	**351,000**	**636,000**	**651,000**
6100	Materials and Supplies	2,000	3,000	4,000	5,000	5,000
6200	Contractual Services	346,000	501,000	299,000	506,000	431,000
6400	Membership, Travel, Training	7,000	13,000	7,000	22,000	22,000
6800	Internal Service Charges	37,000	37,000	37,000	111,000	105,000
	Subtotal	**392,000**	**554,000**	**347,000**	**644,000**	**563,000**
	TOTAL	**813,000**	**1,328,000**	**698,000**	**1,280,000**	**1,214,000**

AUTHORIZED STAFFING	2021-22	2022-23	2023-24
Administrative Support Specialist II	0.60	0.60	0.60
Associate Planner	0.70	0.70	0.70
Community Development Director	0.30	0.30	0.30
Deputy Community Development Director	0.30	0.30	0.30
Senior Planner	1.00	1.00	1.00
TOTAL	2.90	2.90	2.90

50.053.530 COMMUNITY PRESERVATION *Community Development*

The Community Preservation Division is comprised of one full-time Community Preservation Manager and two full-time Community Preservation Specialists who are responsible for enforcing the provisions of the Newark Municipal Code and various other related codes and policies. To meet this obligation, we obtain compliance through intervention, education, and enforcement. We strive to partner with the community in enforcing neighborhood property maintenance standards, as it is our goal to help maintain property values and create a healthy, aesthetically pleasing community in which to live, work, and play.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
5110	Regular Employees	398,000	508,000	467,000	653,000	669,000
	Subtotal	**398,000**	**508,000**	**467,000**	**653,000**	**669,000**
6100	Materials and Supplies	2,000	2,000	1,000	4,000	4,000
6200	Contractual Services	1,000	1,000	0	35,000	35,000
6400	Membership, Travel, Training	2,000	2,000	2,000	33,000	33,000
6800	Internal Service Charges	21,000	21,000	21,000	90,000	84,000
	Subtotal	**26,000**	**26,000**	**24,000**	**162,000**	**156,000**
	TOTAL	**424,000**	**534,000**	**491,000**	**815,000**	**825,000**

AUTHORIZED STAFFING	2021-22	2022-23	2023-24
Community Development Director	0.20	0.20	0.20
Community Preservation Manager	1.00	1.00	1.00
Community Preservation Specialist	2.00	2.00	2.00
Deputy Community Development Director	0.20	0.20	0.20
TOTAL	3.40	3.40	3.40

50.054.540 COMMUNITY DEVELOPMENT GENERAL PLAN

Community Development

The Community Development Maintenance activity oversees the implementation, the update and administration of the City's General Plan. This activity is fully funded by the Community Development Maintenance Fee.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
5110	Regular Employees	568,000	568,000	326,000	345,000	352,000
	Subtotal	**568,000**	**568,000**	**326,000**	**345,000**	**352,000**
	TOTAL	**568,000**	**568,000**	**326,000**	**345,000**	**352,000**

AUTHORIZED STAFFING	2021-22	2022-23	2023-24
Associate Planner	0.30	0.30	0.30
Community Development Director	0.50	0.50	0.50
Deputy Community Development Director	0.50	0.50	0.50
TOTAL	1.30	1.30	1.30

50.059.590 COMMUNITY DEVELOPMENT GRANTS/PASS THROUGH

Community Development

The Community Development Pass Through Grants activity includes programs which provide economic public assistance which are funded by external grants and resources.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
6900	Economic Public Assistance	0	1,500,000	1,445,000	0	0
	Subtotal	**0**	**1,500,000**	**1,445,000**	**0**	**0**
	TOTAL	**0**	**1,500,000**	**1,445,000**	**0**	**0**

60.061.611 ENGINEERING

Parks and Public Works

The Engineering Division consists of the Design Engineering, Development Engineering and Traffic Engineering sections, and is responsible for facilitating the design and construction of Capital Improvement projects such as streets, parks, and other public facilities; overseeing the approval and inspection of private development projects; and managing the City's traffic signal and multimodal transportation system.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
5110	Regular Employees	1,478,000	1,629,000	1,538,000	1,992,000	2,043,000
5120	Seasonal/Temporary Employees	50,000	50,000	40,000	26,000	26,000
5140	Overtime	0	0	1,000	0	0
	Subtotal	**1,528,000**	**1,679,000**	**1,579,000**	**2,018,000**	**2,069,000**
6100	Materials and Supplies	4,000	4,000	2,000	4,000	4,000
6200	Contractual Services	644,000	947,000	841,000	972,000	972,000
6400	Membership, Travel, Training	4,000	7,000	4,000	12,000	12,000
6800	Internal Service Charges	193,000	193,000	193,000	234,000	220,000
	Subtotal	**845,000**	**1,151,000**	**1,040,000**	**1,222,000**	**1,208,000**
	TOTAL	**2,373,000**	**2,830,000**	**2,619,000**	**3,240,000**	**3,277,000**

AUTHORIZED POSITIONS	2021-22	2022-23	2023-24
Administrative Analyst	0.35	0.35	0.35
Assistant City Engineer	0.60	0.60	0.60
Assistant Engineer - Civil	0.75	0.75	0.75
Associate Civil Engineer	1.00	1.00	1.00
Engineering Technician I	0.40	0.40	0.40
Junior Engineer	1.00	1.00	1.00
Public Works Director	0.50	0.50	0.50
Public Works Inspector	0.90	0.90	0.90
Senior Administrative Support Specialist	1.00	1.00	1.00
Senior Civil Engineer	2.00	2.00	2.00
Subtotal	8.50	8.50	8.50
Seasonal/Temp. Full-time Equivalent	0.25	0.25	0.25
TOTAL	8.75	8.75	8.75

60.062.620 BUILDING INSPECTION

Parks and Public Works

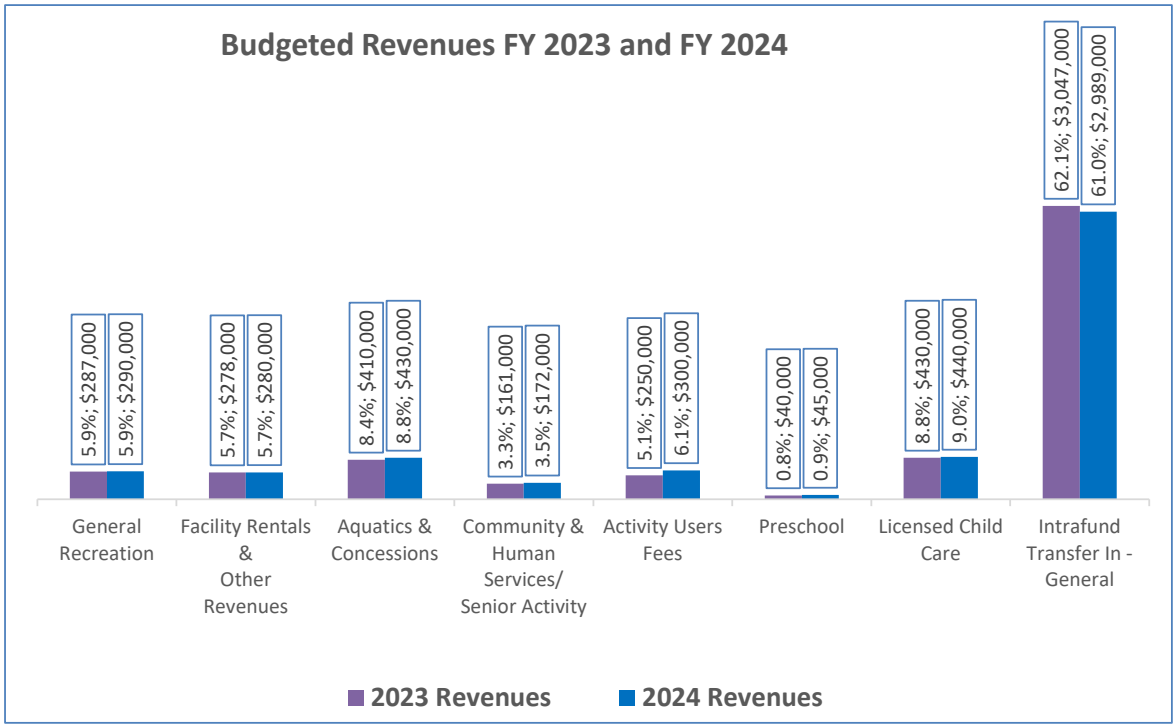
The Building Inspection program ensures that building design and construction are performed in agreement with the most modern materials, construction techniques, and engineering to protect the life, health, and safety of the occupants and to preserve the building stock. This is accomplished by adopting the latest building codes, providing regular training to staff, providing direction and instruction to meet code compliance for inexperienced builders, and adhering to a process that involves a thorough plan check process followed up by rigorous field inspections. Building Inspection is also tasked with providing educational documents to help streamline the process of permitting construction projects and retaining the documents for long term use.

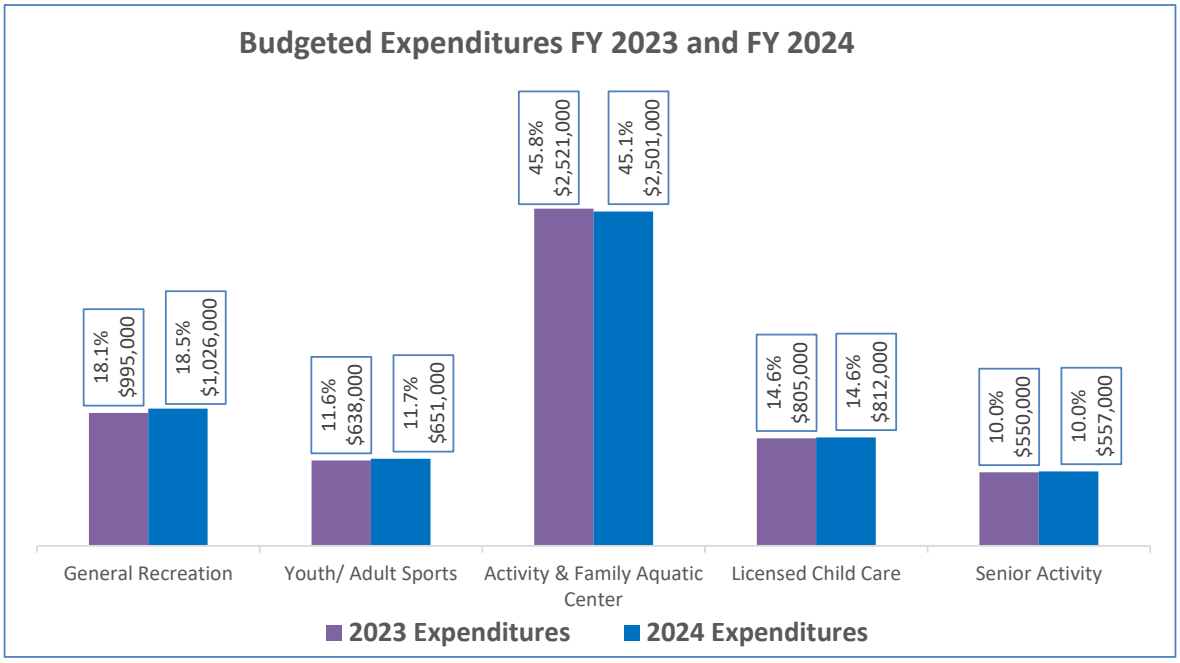
Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
5110	Regular Employees	1,430,000	1,430,000	1,132,000	1,369,000	1,404,000
5120	Seasonal/Temporary Employees	200,000	200,000	5,000	55,000	55,000
5140	Overtime	0	0	2,000	0	0
	Subtotal	**1,630,000**	**1,630,000**	**1,139,000**	**1,424,000**	**1,459,000**
6100	Materials and Supplies	5,000	5,000	5,000	6,000	6,000
6200	Contractual Services	296,000	349,000	336,000	237,000	237,000
6400	Membership, Travel, Training	11,000	11,000	4,000	20,000	20,000
6800	Internal Service Charges	81,000	81,000	81,000	190,000	178,000
	Subtotal	**393,000**	**446,000**	**426,000**	**453,000**	**441,000**
	TOTAL	**2,023,000**	**2,076,000**	**1,565,000**	**1,877,000**	**1,900,000**

AUTHORIZED POSITIONS	2021-22	2022-23	2023-24
Administrative Analyst	0.15	0.15	0.15
Administrative Support Specialist II	1.00	1.00	1.00
Building Inspected I/II	3.00	3.00	3.00
Chief Building Official	1.00	1.00	1.00
Permit Technician	1.00	1.00	1.00
Plan Check Engineer	0.00	1.00	1.00
Public Works Director	0.10	0.10	0.10
Senior Building Inspector	1.00	1.00	1.00
Subtotal	7.25	8.25	8.25
Seasonal/Temp. Full-time Equivalent	0.00	1.00	1.00
TOTAL	7.25	9.25	9.25

RECREATION & COMMUNITY SERVICES COST CENTER

The Recreation & Community Services Cost Center provides for the City's recreation and community programs. Some of these services are paid for by users when they register for classes or other activities. Specific General Recreation activities include Youth/Adult Sports, Fitness & Wellness; George M. Silliman Activity & Family Aquatic Center; Community Center Licensed Child Care; Senior Services; and Paratransit Services.





RECREATION AND COMMUNITY SERVICES DEPARTMENT

The mission of the Recreation and Community Services Department is to enrich and strengthen the wellbeing of all community members through recreational programs, services, and facilities while promoting personal development, healthy lifestyles, community involvement, and inclusiveness.

KEY OBJECTIVES

- Develop, promote, program, and manage a comprehensive Newark Family Resources Center.
- Develop partnerships to offer human services information and referral to individuals and families in need. Promote, refer to, and inform the community of the various human services available at the Fremont Family Resource Center and "211 Alameda County"
- Recruit volunteers to assist with department programs and services and acknowledge their efforts through the City Volunteer Program and other events.
- Continue to coordinate with the Alameda County Fire Department or other designated agencies for preparation and training for emergency shelter operations at the Senior and Silliman Centers.
- Collaborate with the City of Fremont and Life Elder Care to offer Case Management, Ride-On Tri-City!, and Meals on Wheels food delivery with funding provided by Measure B and Measure BB.
- Continue to strategically approach programs and facilities usage to maximize participation, particularly during the daytime, maintain healthy lifestyles, and promote their role in Newark's community identity.
- Strategically integrate health and nutrition education and outreach within department special events and appropriate programs.
- Continue to provide quality community special events and mobile recreation opportunities.
- Continue to seek sponsorship opportunities to support and enhance various programs and special events.
- Collaborate with service providers to promote a variety of programming opportunities for all ages including summer programming and enrichment opportunities.

RECREATION AND COMMUNITY SERVICES DEPARTMENT, CONTINUED

- Provide water safety education and outreach to enhance public safety and provide a clear message that drowning is preventable.
- Offer facilities and opportunities for youth and adults to participate in sports programs, camps, leagues, tournaments, and special events.
- Offer scholarships to encourage all Newark Resident Youth to access recreational and fitness opportunities.
- Provide quality, affordable recreational opportunities for Newark Resident Seniors.
- Offer cost-effective rental facilities for private gatherings, business meetings, and community-based organizations.
- Schedule and monitor community use of all City maintained athletic fields and practice spaces. Ensure that the community follows all rules and regulations related to the use of these facilities.
- Train all recreation staff in CPR/AED and first aid. Continue to provide Aquatic staff with lifesaving water rescue skills.
- Continue to offer a comprehensive swim lesson and water fitness programs.
- Provide working families with high-quality, nurturing, and well-regarded state licensed Child Care program for ages 3-5 years.
- Continue to offer empowering leadership and educational programs to the Latinx community through collaboration with the Promotores Network. Increase marketing efforts to reach a broader audience through social media and streamline our “Newark Recreation and Community Services” brand.
- Through our programs, facilities, and services, make Newark a better place to live, work, and play.

RECREATION & COMMUNITY COST CENTER SERVICES SUMMARY

	Organizational Unit	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
	RECREATION & COMMUNITY SERVICES					
70.071.710	General Recreation Services	819,000	1,123,723	967,000	995,000	1,026,000
70.072.720	Youth/Adult Sports, Fitness & Wellness	847,000	847,000	953,000	638,000	651,000
70.073.730	Activity & Family Aquatic Center	2,764,000	2,793,000	2,255,000	2,521,000	2,501,000
70.074.740	Licensed Child Care	682,000	682,000	614,000	805,000	812,000
70.075.750	Senior Services	436,000	436,000	420,000	550,000	557,000
70.075.755	Paratransit (Measure B/BB)	440,000	440,000	317,000	220,000	220,000
70.079.790	Grants/Pass Through	0	0	10,000	0	0
	TOTAL	**5,988,000**	**6,321,723**	**5,536,000**	**5,729,000**	**5,767,000**

AUTHORIZED STAFFING	2021-22	2022-23	2023-24
Aquatics Coordinator	1.00	1.00	1.00
Aquatics Specialist	1.00	1.00	1.00
Administrative Assistant	0.50	0.50	0.50
Administrative Support Specialist II	1.00	1.00	1.00
Administrative Support Specialist II - RPT	0.75	0.75	0.75
Childcare Instructor	4.00	4.00	4.00
Lead Childcare Instructor	1.00	1.00	1.00
Recreation & Community Services Manager	0.00	1.00	1.00
Recreation Coordinator	3.00	3.00	3.00
Recreation Supervisor	1.00	1.00	1.00
Senior Recreation Supervisor	1.00	1.00	1.00
SUBTOTAL	15.25	15.25	15.25
Seasonal/Temporary Full-time Equivalent	41.88	37.75	37.75
TOTAL	57.13	53.00	53.00

70.071.710 GENERAL RECREATION SERVICES *Recreation & Community Services*

The General Recreation Services activity provides direct management of the City's Recreation and Community Services Department. Programs within this activity include Preschool classes, Summer Day Care, Teen Area drop-in supervision and special events, as well as the Community Center rental program and Human Services. Management of this activity involves the planning, scheduling, coordination, and supervision of recreation service programs held at City and Newark Unified School District facilities.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
5110	Regular Employees	301,000	301,000	355,000	289,000	296,000
5120	Seasonal/Temporary Employees	174,000	278,723	228,000	182,000	182,000
	Subtotal	**475,000**	**579,723**	**583,000**	**471,000**	**478,000**
6100	Supplies	52,000	174,000	94,000	240,000	264,000
6200	Contractual Services	59,000	121,000	50,000	86,000	93,000
6400	Membership, Travel, Training	5,000	21,000	12,000	24,000	27,000
6800	Internal Service Charges	228,000	228,000	228,000	174,000	164,000
	Subtotal	**344,000**	**544,000**	**384,000**	**524,000**	**548,000**
	TOTAL	**819,000**	**1,123,723**	**967,000**	**995,000**	**1,026,000**

AUTHORIZED STAFFING	2021-22	2022-23	2023-24
Administrative Assistant	0.80	0.80	0.80
Administrative Support Specialist II	0.30	0.30	0.30
Recreation & Community Services Manager	0.20	0.20	0.20
Recreation Coordinator	0.30	0.30	0.30
Recreation Supervisor	0.20	0.20	0.20
Senior Recreation Supervisor	0.10	0.10	0.10
Subtotal	1.90	1.90	1.90
Seasonal/Temp. Full-time Equivalent	6.24	5.48	5.48
TOTAL	8.14	7.38	7.38

70.072.720 YOUTH/ADULT SPORTS, FITNESS & WELLNESS

Recreation & Community Services

The Youth/Adult Sports, Fitness & Wellness activity provides opportunities for youth, adults, and seniors to participate in a variety of sports leagues, camps, dance classes, martial arts, and fitness-related activities. This activity includes program planning, league formation and scheduling, marketing, staff training, maintenance of facilities, contract service administration, risk management, public information, and publicity.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
5110	Regular Employees	195,000	195,000	368,000	280,000	287,000
5120	Seasonal/Temporary Employees	104,000	104,000	67,000	91,000	91,000
5140	Overtime	0	0	1,000	0	0
	Subtotal	**299,000**	**299,000**	**436,000**	**371,000**	**378,000**
6100	Supplies	41,000	41,000	30,000	45,000	48,000
6200	Contractual Services	112,000	112,000	92,000	115,000	124,000
6800	Internal Service Charges	395,000	395,000	395,000	107,000	101,000
	Subtotal	**548,000**	**548,000**	**517,000**	**267,000**	**273,000**
	TOTAL	**847,000**	**847,000**	**953,000**	**638,000**	**651,000**

AUTHORIZED STAFFING	2021-22	2022-23	2023-24
Administrative Assistant	0.10	0.10	0.10
Administrative Support Specialist II	0.10	0.10	0.10
Recreation & Community Services Manager	0.20	0.20	0.20
Recreation Coordinator	1.00	1.00	1.00
Recreation Coordinator	0.35	0.35	0.35
Senior Recreation Supervisor	0.10	0.10	0.10
Subtotal	1.85	1.85	1.85
Seasonal/Temp. Full-time Equivalent	2.20	2.56	2.56
TOTAL	4.05	4.41	4.41

70.073.730 GEORGE M. SILLIMAN ACTIVITY & FAMILY AQUATIC CENTER

Recreation & Community Services

The George M. Silliman Activity & Family Aquatic Center activity provides direct management of all general recreation and aquatic program and services including swim lessons, aquatic exercise classes, recreation and lap swim, summer and holiday camps, special events, pool safety presentations, café operations, birthday parties, and fitness center. Management of this activity involves staff training, front office and program registration services, lifeguard training and certification programs, facility rental program, risk management, scheduling of multiple classes and activities, maintenance of facilities, building supervision, recruitment and training of part-time staff, program registration, daily cash handling and reporting, retail sales, inventory control, and general customer service. The George M. Silliman Activity & Family Aquatic Center also functions as a public information outlet for local and regional resource programs, as well as community events.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
5110	Regular Employees	572,000	601,000	561,000	609,000	623,000
5120	Seasonal/Temporary Employees	965,000	965,000	519,000	973,000	973,000
	Subtotal	**1,537,000**	**1,566,000**	**1,080,000**	**1,582,000**	**1,596,000**
6100	Supplies	128,000	128,000	82,000	140,000	145,000
6200	Contractual Services	27,000	27,000	24,000	30,000	32,000
6400	Membership, Travel, Training	8,000	8,000	5,000	11,000	11,000
6800	Internal Service Charges	1,064,000	1,064,000	1,064,000	758,000	717,000
	Subtotal	**1,227,000**	**1,227,000**	**1,175,000**	**939,000**	**905,000**
	TOTAL	**2,764,000**	**2,793,000**	**2,255,000**	**2,521,000**	**2,501,000**

AUTHORIZED STAFFING	2021-22	2022-23	2023-24
Aquatics Coordinator	1.00	1.00	1.00
Aquatics Specialist	1.00	1.00	1.00
Administrative Support Specialist II	0.60	0.60	0.60
Recreation & Community Services Manager	0.20	0.20	0.20
Recreation Coordinator	0.35	0.35	0.35
Senior Recreation Supervisor	0.80	0.80	0.80
Subtotal	3.95	3.95	3.95
Seasonal/Temp. Full-time Equivalent	32.59	28.46	28.46
TOTAL	36.54	32.41	32.41

70.074.740 COMMUNITY CENTER LICENSED CHILD CARE

Recreation & Community Services

The Community Center Licensed Child Care activity provides for the direct supervision of the State of California licensed child care program for children ages 3 – 5 years. Management of this activity involves supervision of staff, state licensing compliance, daily program planning, ordering of supplies, processing of payments, maintenance of facilities and equipment, snack provision, holiday-themed special events, and communication with participant parents/legal guardians. The program currently accepts subsidized childcare payments for those who qualify.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
5110	Regular Employees	571,000	571,000	515,000	612,000	627,000
5120	Seasonal/Temporary Employees	0	0	18,000	28,000	28,000
5140	Overtime	0	0	1,000	0	0
	Subtotal	**571,000**	**571,000**	**534,000**	**640,000**	**655,000**
6100	Supplies	8,000	8,000	9,000	13,000	13,000
6200	Contractual Services	35,000	35,000	2,000	3,000	3,000
6400	Membership, Travel, Training	0	0	1,000	3,000	3,000
6800	Internal Service Charges	68,000	68,000	68,000	146,000	138,000
	Subtotal	**111,000**	**111,000**	**80,000**	**165,000**	**157,000**
	TOTAL	**682,000**	**682,000**	**614,000**	**805,000**	**812,000**

AUTHORIZED STAFFING	2021-22	2022-23	2023-24
Administrative Support Specialist II - RPT	0.25	0.25	0.25
Childcare Instructor	4.00	4.00	4.00
Lead Childcare Instructor	1.00	1.00	1.00
Recreation & Community Services Manager	0.20	0.20	0.20
Recreation Supervisor	0.10	0.10	0.10
Subtotal	5.55	5.55	5.55
Seasonal/Temp. Full-time Equivalent	0.75	0.75	0.75
TOTAL	6.30	6.30	6.30

70.075.750 SENIOR SERVICES

Recreation & Community Services

The Senior Services activity includes all senior specific activities held at the Senior Center. Management of this activity includes daily supervision of the drop-in program, bingo games, daily congregate meal program, case management services, exercise classes, special events, trips and tours, senior enrichment classes, supply ordering, and maintenance of facility and equipment.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
5110	Regular Employees	368,000	368,000	356,000	411,000	422,000
5120	Seasonal/Temporary Employees	10,000	10,000	1,000	16,000	16,000
	Subtotal	**378,000**	**378,000**	**357,000**	**427,000**	**438,000**
6100	Supplies	7,000	7,000	9,000	12,000	12,000
6200	Contractual Services	5,000	5,000	6,000	10,000	10,000
6400	Membership, Travel, Training	0	0	2,000	4,000	6,000
6800	Internal Service Charges	46,000	46,000	46,000	97,000	91,000
	Subtotal	**58,000**	**58,000**	**63,000**	**123,000**	**119,000**
	TOTAL	**436,000**	**436,000**	**420,000**	**550,000**	**557,000**

AUTHORIZED STAFFING	2021-22	2022-23	2023-24
Administrative Assistant	0.10	0.10	0.10
Administrative Support Specialist II - RPT	0.75	0.75	0.75
Recreation & Community Services Manager	0.20	0.20	0.20
Recreation Coordinator	1.00	1.00	1.00
Recreation Supervisor	0.70	0.70	0.70
Subtotal	2.75	2.75	2.75
Seasonal/Temp. Full-time Equivalent	0.10	0.50	0.50
TOTAL	2.85	3.25	3.25

70.075.755 SENIOR SERVICES PARATRANSIT (MEASURE B/BB)

Recreation & Community Services

The Paratransit Services – Measure B and Measure BB activity provides door-to-door transportation to Newark seniors ages 65 and older and disabled adults ages 18 and over. Measure B is the half-cent sales tax revenue that was approved by voters in November 2000. The City of Newark contracts with the City of Fremont to offer weekday services per a determined scheduled based on Measure B/BB funding levels as set forth by the Metropolitan Transportation Authority. The service delivery area includes Newark, Union City, and some areas of Fremont.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
6200	Contractual Services	440,000	440,000	317,000	220,000	220,000
	Subtotal	**440,000**	**440,000**	**317,000**	**220,000**	**220,000**
	TOTAL	**440,000**	**440,000**	**317,000**	**220,000**	**220,000**

70.079.790 GRANTS/PASS THROUGH

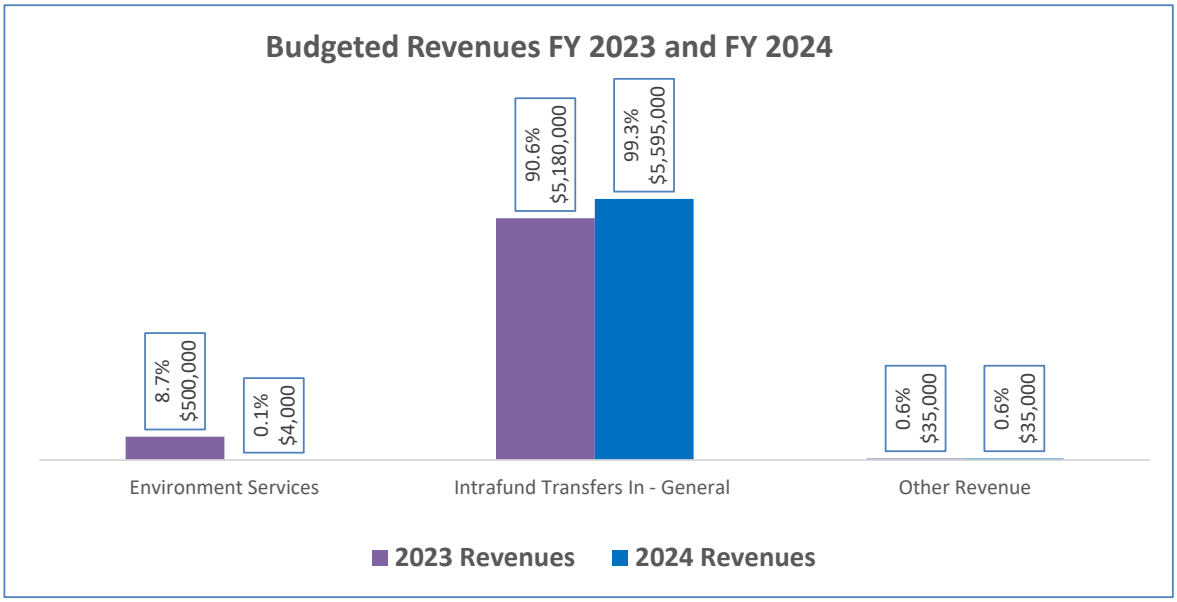
Recreation & Community Services

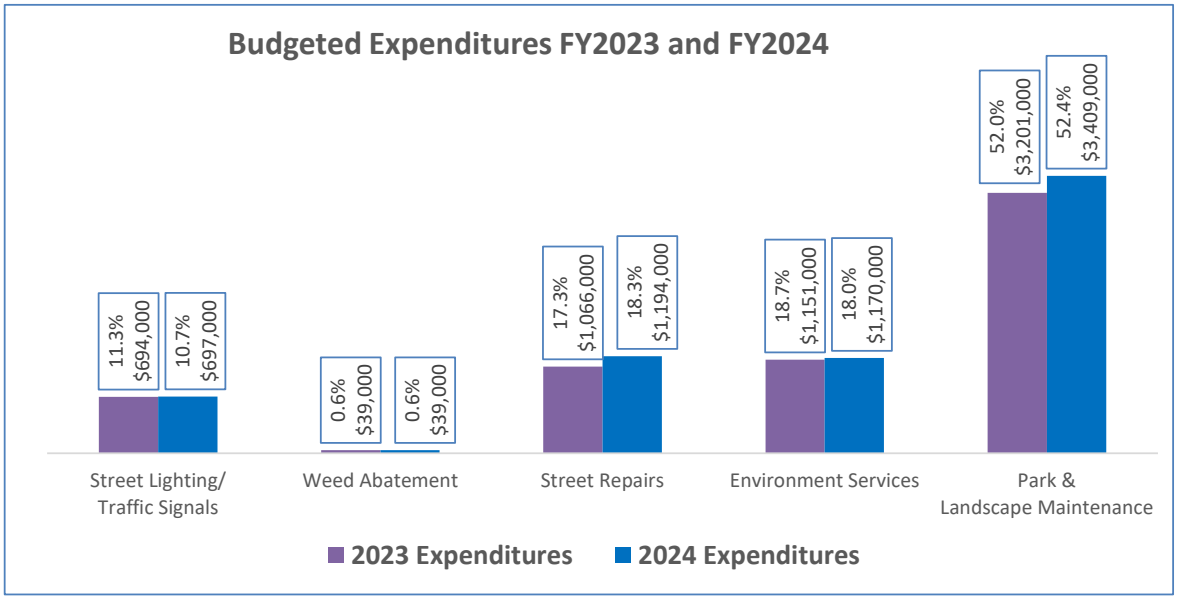
This program includes funding for various Recreation activities from other intergovernmental sources.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
6900	Other Charges	0	0	10,000	0	0
	Subtotal	**0**	**0**	**10,000**	**0**	**0**
	TOTAL	**0**	**0**	**10,000**	**0**	**0**

MAINTENANCE COST CENTER

The Maintenance Cost Center provides for the maintenance of existing assets. Since preservation of infrastructure is a high priority, this fund receives significant contribution from the General Fund. Specific activities include Weed Abatement, Street Lighting & Traffic Signals, Street Repairs, Environmental Services, and Park & Landscape Maintenance.





PUBLIC WORKS DEPARTMENT

BUILDING INSPECTION / ENGINEERING / MAINTENANCE

The mission of the Public Works Department is to provide and maintain the most desirable environment for the community by ensuring that all City property and public rights-of-way are maintained to the highest standards possible, all buildings within our community are safe, sound, and of high quality, and that all City facilities are designed, constructed, and function to the highest degree of safety and utility in a cost-effective manner. The department consists of three divisions, Building Inspection, Engineering, and Maintenance and is committed to providing prompt, courteous, and efficient service. Public Works also oversees Newark's stormwater program, sustainability efforts and waste management services for the collection and disposal of solid waste, recyclable materials, and organic material in a cost-effective, environmentally conscious, and responsible manner. Public Works recognizes the value of our employees and strives to provide a safe, clean, and attractive community for all.

KEY OBJECTIVES

- Oversee construction of the Central Avenue Railroad Overpass with a target construction start in summer 2023 and completion by 2025.

- Complete the Lakeshore Park Landscape Restoration project in 2022 with the addition of infrastructure for water quality improvements.

- Complete a Citywide Building Needs Assessment to determine future building needs and complete an evaluation of all older existing buildings to potentially serve those needs.

- Complete a Railroad Quiet Zones Study

- Continue to assist residents, businesses, and the commercial and residential development community by reviewing construction documents, issuing permits, and conducting related inspections in the most efficient manner possible.

- Continue to evaluate permit tracking software options and internal processes for permit review streamlining, including electronic or paperless plan reviews.

PUBLIC WORKS DEPARTMENT, CONTINUED

- Continue implementation of all public works projects approved for funding in the Capital Improvement Plan, including additional high-priority projects identified in the Citywide Parks Master Plan as well as projects identified in the Pedestrian and Bicycle Master Plan.

- Continue to undertake a variety of projects to maintain the existing local street network, improve the City's overall pavement condition index, and implement the City's Complete Streets Policy.

- Continue to work with the Alameda County Transportation Commission to ensure that Newark continues to receive and expend its full share of both direct local distribution and discretionary funds through Measure B, Measure BB, and Vehicle Registration Fee funding programs, and pursue other local, state, and federal transportation funding sources.

- Continue to pursue grant funding opportunities for park and building projects.

- Continue to work with citizens to implement various traffic calming measures and other traffic safety improvements when warranted.

- Continue to maintain City landscaping, parks, streets, and public building and equipment assets within the City's budget limitations by utilizing internal staffing resources and undertaking a variety of projects.

- Continue to maintain City landscaping, parks, streets, and public building and equipment assets within the City's budget limitations by utilizing internal staffing resources and undertaking a variety of projects.

- Continue to explore opportunities to improve service levels with investment in more efficient equipment and advanced technology.

- Continue to implement water conservation efforts in partnership with the Alameda County Water District to address drought concerns.

PUBLIC WORKS DEPARTMENT, CONTINUED

- Continue to implement the City's Stormwater Program in coordination with the Alameda Countywide Clean Water Program, including requirements mandated by the Municipal Regional Stormwater NPDES Permit for Green Infrastructure planning and trash capture.

- Continue to work with the Franchise hauler to set maximum annual garbage rates that are within the limits of the Agreement and in the best interests of the community.

- Continue to promote the diversion of solid waste from landfills by providing outreach materials and technical assistance to residents, businesses, and schools to achieve State-mandated diversion goals.

- Continue to research opportunities for collaborative efforts for climate protection measures with other agencies.

- Continue to maintain and operate the City's traffic signal systems to maximize safety and efficiency for all roadway users and explore opportunities to improve traffic signal efficiency with interconnect systems in high-volume corridors.

- Continue to maintain the City's street lighting system in an efficient manner and explore opportunities for LED conversion of the existing system.

- Continue to maintain and improve the City's urban forest, emphasizing street tree and park tree safety for the community.

  Continue to identify opportunities for improving safety conditions in all streets, parks and buildings, thereby minimizing the City's liability risk.

MAINTENANCE COST CENTER SUMMARY

	Organizational Unit	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
	ENVIRONMENTAL SERVICES					
60.063.631	Waste Management	85,000	673,104	242,000	376,000	380,000
60.063.632	Storm Drains	860,000	963,000	832,000	775,000	790,000
	Subtotal	**945,000**	**1,636,104**	**1,074,000**	**1,151,000**	**1,170,000**
	WEED ABATEMENT					
60.064.641	Weed Abatement	13,000	18,000	108,000	39,000	39,000
	Subtotal	**13,000**	**18,000**	**108,000**	**39,000**	**39,000**
	STREET OPERATIONS & MAINTENANCE					
60.064.612	Street Lighting & Traffic Signals	596,000	684,000	711,000	694,000	697,000
60.064.642	Street Repairs	912,000	957,000	767,000	1,066,000	1,194,000
60.068.682	Landscape & Lighting Districts	0	7,500	180,000	0	0
	Subtotal	**1,508,000**	**1,648,500**	**1,658,000**	**1,760,000**	**1,891,000**
	PARK & LANDSCAPE MAINTENANCE					
60.064.643	Park & Landscape	2,122,000	2,570,000	2,414,000	3,201,000	3,409,000
	Subtotal	**2,122,000**	**2,570,000**	**2,414,000**	**3,201,000**	**3,409,000**
	TOTAL	**4,588,000**	**5,872,604**	**5,254,000**	**6,151,000**	**6,509,000**

AUTHORIZED POSITIONS	2021-22	2022-23	2023-24
Administrative Analyst	0.50	0.50	0.50
Assistant City Engineer	0.40	0.40	0.40
Assistant Engineer - Civil	0.25	0.25	0.25
Assistant Maintenance Superintendent	1.00	1.00	1.00
Engineering Technician I	0.60	0.60	0.60
Environmental Services Manager	1.00	1.00	1.00
General Laborers	3.00	3.00	3.00
Landscape & Park - Maintenance Worker I	2.00	2.00	2.00
Landscape & Park - Maintenance Worker II	2.00	2.00	2.00
Maintenance Superintendent	0.40	0.40	0.40
Public Works Director	0.20	0.20	0.20
Public Works Inspector	0.10	0.10	0.10
Senior Administrative Support Specialist	0.55	0.55	0.55
Senior Landscape & Park Maintenance Worker	1.00	2.00	2.00
Senior Landscape Inspector	1.00	1.00	1.00
Street Maintenance Worker I	1.00	1.00	1.00
Street Maintenance Worker II	1.00	2.00	2.00
SUBTOTAL	16.00	18.00	18.00
Seasonal/Temporary Full-time Equivalent	1.00	1.00	1.00
TOTAL	17.00	19.00	19.00

60.063.631 WASTE MANAGEMENT *Parks and Public Works*

The Waste Management program oversees solid waste, recycling, organics and waste diversion activities for the City. Administration of the contract with the current franchise solid waste, recycling and organics hauler, along with other related solid waste management activities are included under this program.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
5110	Regular Employees	0	112,000	57,000	284,000	290,000
	Subtotal	**0**	**112,000**	**57,000**	**284,000**	**290,000**
6100	Materials and Supplies	0	65,104	0	0	0
6200	Contractual Services	85,000	495,000	185,000	58,000	58,000
6400	Membership, Travel, Training	0	1,000	0	0	0
6800	Internal Service Charges	0	0	0	34,000	32,000
	Subtotal	**85,000**	**561,104**	**185,000**	**92,000**	**90,000**
	Total Operations	85,000	673,104	242,000	376,000	380,000
	TOTAL	**85,000**	**673,104**	**242,000**	**376,000**	**380,000**

AUTHORIZED POSITIONS	2021-22	2022-23	2023-24
Administrative Analyst	0.25	0.25	0.25
Environmental Services Manager	1.00	1.00	1.00
TOTAL	1.25	1.25	1.25

60.063.632 STORM DRAINS

Parks and Public Works

The Storm Drains activity ensures City streets are cleaned on a scheduled basis through the street sweeping program, storm drainage facilities are adequately cleaned and maintained, local businesses and residents are aware of and are conducting effective stormwater pollution prevention practices, and necessary funding for this work is provided for these functions as mandated under the Municipal Regional Stormwater National Pollutant Discharge Elimination System permit requirements which authorize and regulate discharges from the City's storm drain system to San Francisco Bay.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
5110	Regular Employees	467,000	549,000	447,000	453,000	465,000
5140	Overtime	0	0	1,000	0	0
	Subtotal	**467,000**	**549,000**	**448,000**	**453,000**	**465,000**
6100	Materials and Supplies	6,000	8,000	0	16,000	18,000
6200	Contractual Services	127,000	146,000	136,000	174,000	180,000
6300	Other	11,000	11,000	0	12,000	12,000
6400	Membership, Travel, Training	1,000	1,000	0	3,000	3,000
6800	Internal Service Charges	248,000	248,000	248,000	117,000	112,000
	Subtotal	**393,000**	**414,000**	**384,000**	**322,000**	**325,000**
	TOTAL	**860,000**	**963,000**	**832,000**	**775,000**	**790,000**

AUTHORIZED POSITIONS	2021-22	2022-23	2023-24
Assistant City Engineer	0.10	0.10	0.10
Assistant Engineer - Civil	0.25	0.25	0.25
Engineering Technician I	0.25	0.25	0.25
Public Works Director	0.10	0.10	0.10
Public Works Inspector	0.10	0.10	0.10
Senior Administrative Support Specialist	0.10	0.10	0.10
Street Maintenance Worker I	0.50	0.50	0.50
Street Maintenance Worker II	1.00	2.00	2.00
TOTAL	2.40	3.40	3.40

60.064.612 STREET LIGHTING & TRAFFIC SIGNALS *Public Works*

The Street Lighting & Traffic Signals activity is an operating account to provide energy and maintenance for the operation of approximately 2,850 street lights and 45 traffic signals. The City contracts for the majority of street lighting and traffic signal maintenance.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
5110	Regular Employees	100,000	100,000	165,000	146,000	150,000
	Subtotal	**100,000**	**100,000**	**165,000**	**146,000**	**150,000**
	Supplies					
6200	Contractual Services	200,000	288,000	250,000	250,000	250,000
6300	Other Charges	275,000	275,000	275,000	275,000	275,000
6800	Internal Service Charges	21,000	21,000	21,000	23,000	22,000
	Subtotal	**496,000**	**584,000**	**546,000**	**548,000**	**547,000**
	TOTAL	**596,000**	**684,000**	**711,000**	**694,000**	**697,000**

AUTHORIZED POSITIONS	2021-22	2022-23	2023-24
Assistant City Engineer	0.30	0.30	0.30
Engineering Technician I	0.35	0.35	0.35
TOTAL	0.65	0.65	0.65

60.064.641 WEED ABATEMENT

Public Works

The Weed Abatement activity is an operating system to remove weeds on vacant parcels in developed areas. The process includes notification of property owners, preparation and award of contracts, administration of the abatement work, and execution of the lien procedure to guarantee reimbursement of costs incurred by the City.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
5110	Regular Employees	0	0	102,000	21,000	21,000
	Subtotal	**0**	**0**	**102,000**	**21,000**	**21,000**
6200	Contractual Services	13,000	18,000	6,000	11,000	11,000
6800	Internal Service Charges	0	0	0	7,000	7,000
	Subtotal	**13,000**	**18,000**	**6,000**	**18,000**	**18,000**
	TOTAL	**13,000**	**18,000**	**108,000**	**39,000**	**39,000**

AUTHORIZED POSITIONS		2021-22	2022-23	2023-24
Assistant Maintenance Superintendent		0.10	0.10	0.10
	TOTAL	0.10	0.10	0.10

60.064.642 STREET REPAIRS *Public Works*

The Street Repairs activity is an operating system to repair and maintain approximately 100 miles of City streets. The Street Repair Program uses the data derived from the Pavement Management System to help identify needs and develop strategies to perform the required work. Street repairs include maintaining regulatory and informational signing and pavement markings.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
5110	Regular Employees	455,000	455,000	324,000	340,000	348,000
5140	Overtime	0	0	1,000	0	0
	Subtotal	**455,000**	**455,000**	**325,000**	**340,000**	**348,000**
6100	Supplies	48,000	53,000	53,000	61,000	73,000
6200	Contractual Services	34,000	74,000	17,000	90,000	108,000
6400	Membership, Travel, Training	4,000	4,000	1,000	7,000	8,000
6800	Internal Service Charges	371,000	371,000	371,000	568,000	657,000
	Subtotal	**457,000**	**502,000**	**442,000**	**726,000**	**846,000**
	TOTAL	**912,000**	**957,000**	**767,000**	**1,066,000**	**1,194,000**

AUTHORIZED POSITIONS	2021-22	2022-23	2023-24
Assistant Maintenance Superintendent	0.50	0.50	0.50
Maintenance Superintendent	0.20	0.20	0.20
Public Works Director	0.10	0.10	0.10
Senior Administrative Support Specialist	0.20	0.20	0.20
Street Maintenance Worker I	0.50	0.50	0.50
TOTAL	1.50	1.50	1.50

60.064.643 PARK & LANDSCAPE MAINTENANCE *Public Works*

The Park & Landscape Maintenance activity is an operating program maintaining approximately 18,000 trees and other landscaping and irrigation improvements located within 156 acres of City parks and street landscaping, including street rights-of-way, cul-de-sacs, and medians.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
5110	Regular Employees	1,211,000	1,327,000	1,105,000	1,508,000	1,542,000
5120	Seasonal/Temporary Employees	0	0	102,000	42,000	42,000
5140	Overtime	0	0	12,000	0	0
	Subtotal	**1,211,000**	**1,327,000**	**1,219,000**	**1,550,000**	**1,584,000**
6100	Supplies	67,000	108,000	85,000	152,000	183,000
6200	Contractual Services	155,000	280,000	260,000	375,000	450,000
6400	Membership, Travel, Training	9,000	9,000	4,000	14,000	17,000
6300	Other Charges	323,000	489,000	489,000	550,000	633,000
6800	Internal Service Charges	357,000	357,000	357,000	560,000	542,000
	Subtotal	**911,000**	**1,243,000**	**1,195,000**	**1,651,000**	**1,825,000**
	TOTAL	**2,122,000**	**2,570,000**	**2,414,000**	**3,201,000**	**3,409,000**

AUTHORIZED POSITIONS	2021-22	2022-23	2023-24
Administrative Analyst	0.25	0.25	0.25
Assistant Maintenance Superintendent	0.40	0.40	0.40
General Laborers	3.00	3.00	3.00
Landscape & Park - Maintenance Worker I	2.00	2.00	2.00
Landscape & Park - Maintenance Worker II	2.00	2.00	2.00
Maintenance Superintendent	0.20	0.20	0.20
Senior Administrative Support Specialist	0.25	0.25	0.25
Senior Landscape & Park Maintenance Worker	1.00	2.00	2.00
Senior Landscape Inspector	1.00	1.00	1.00
Subtotal	10.10	11.10	11.10
Seasonal/Temp. Full-time Equivalent	1.00	1.00	1.00
TOTAL	11.10	12.10	12.10

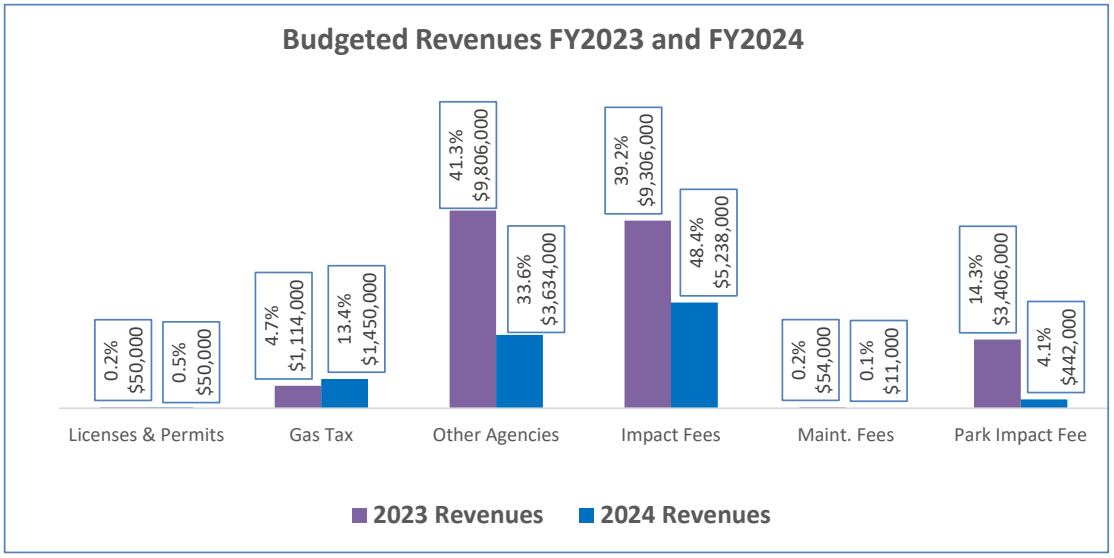
60.068.682 LANDSCAPE & LIGHTING DISTRICTS *Public Works*

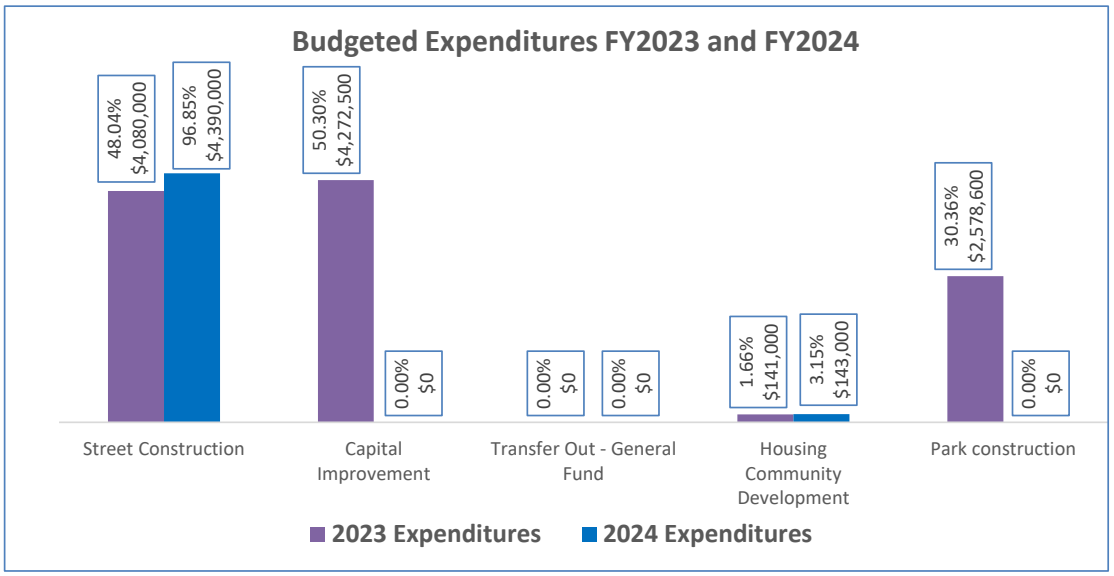
The Landscaping & Lighting Districts provide for the ongoing maintenance of the City's landscaping and street lighting systems within the boundaries of the active Landscaping and Lighting Districts.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
6200	Contractual Services	0	0	152,000	0	0
6300	Utilities	0	7,500	28,000	0	0
	Subtotal	**0**	**7,500**	**180,000**	**0**	**0**
	TOTAL	**0**	**7,500**	**180,000**	**0**	**0**

CAPITAL FUNDS

The Capital Funds consists of the City's capital projects and the funds used in financing these projects. Activities include Street Construction, Housing Community Development (HCD), Park Construction, Capital Improvements, and Art in Public Places. Revenues available to support this fund include State Gasoline Tax, Measure B Sales Tax, Community Development Block Grant, development Impact Fees, and other grants. General Fund contributions to this fund is variable from year to year, depending on capital construction needs and any operating surplus generated by the General Fund.





CAPITAL FUNDS SUMMARY

	Organizational Unit	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
	CAPITAL PROJECTS					
90.091.910	Street Construction	3,230,000	3,230,000	6,011,000	4,080,000	4,390,000
90.092.920	Housing Community Development	0	0	374,000	141,000	143,000
90.093.930	Park Construction	0	0	(1,000)	2,578,600	0
90.094.940	Capital Improvements	1,261,000	1,444,700	4,525,000	4,272,500	0
	TOTAL	**4,491,000**	**4,674,700**	**10,909,000**	**11,072,100**	**4,533,000**

90.091.910 STREET CONSTRUCTION *Public Works*

The Street Construction activity is a capital program that provides funding for public works projects within the public right-of-way. This year's program includes grant projects, Gas Tax-funded construction and maintenance projects, and miscellaneous appropriations to support this activity, such as professional consulting services and departmental supplies.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
6200	Contractual Services	3,230,000	3,230,000	6,011,000	4,080,000	4,390,000
	Subtotal	**3,230,000**	**3,230,000**	**6,011,000**	**4,080,000**	**4,390,000**
	Total Capital Outlay	**3,230,000**	**3,230,000**	**6,011,000**	**4,080,000**	**4,390,000**
	TOTAL	**3,230,000**	**3,230,000**	**6,011,000**	**4,080,000**	**4,390,000**

Projects FY 2023:	
Street Asphalt Concrete Overlay Program	2,300,000
Curb, Gutter and Sidewalk Replacement	350,000
Street Tree Maintenance	250,000
Traffic Calming Measures	80,000
Citywide Accessible Pedestrian Ramps	60,000
Thermoplastic Street Striping	20,000
Lindsay Tract Roadway and Drainage Improvements	500,000
Traffic Signal Interconnect - Cherry Street (Thornton Avenue - Stevenson Boulevard)	150,000
Traffic Signal Interconnect - Newark Boulevard (State Route 84 - Civic Terrace Avenue)	175,000
Traffic Signal Interconnect - Thornton Avenue (Sycamore Street - Cherry Street)	150,000
Total Projects	**4,035,000**
Professional Services	**45,000**
Grand Total 2023	**4,080,000**

Projects FY 2024:	
Street Asphalt Concrete Overlay Program	2,500,000
Curb, Gutter and Sidewalk Replacement	400,000
Street Tree Maintenance	275,000
Traffic Calming Measures	80,000
Citywide Accessible Pedestrian Ramps	70,000
Thermoplastic Street Striping	20,000
Lindsay Tract Roadway and Drainage Improvements	1,000,000
Total Projects	**4,345,000**
Professional Services	**45,000**
Grand Total 2024	**4,390,000**

90.092.920 HOUSING DEVELOPMENT *Community Development*

The Housing Development activity administers the Housing Development Community (HCD) and Community Development Block Grant (CDBG). The City is a subgrantee of this federal grant which is directly awarded to the County of Alameda. This activity provides funding of programs and projects related to low-income housing and neighborhood improvements.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
6200	Contractual Services	0	0	374,000	141,000	143,000
	Subtotal	**0**	**0**	**374,000**	**141,000**	**143,000**
	Total	**0**	**0**	**374,000**	**141,000**	**143,000**

90.093.930 PARK CONSTRUCTION *Public Works*

The Park Construction activity administers contracts for the installation and construction of new park facilities, including play apparatus, sports fields, and landscaping and irrigation systems to ensure a safe and enjoyable recreation environment for the City's residents. A Citywide Parks Master Plan was adopted in 2018 to help guide and prioritize these improvements.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
6200	Contractual Services	0	0	(1,000)	2,578,600	0
	Subtotal	**0**	**0**	**(1,000)**	**2,578,600**	**0**
	Total Capital Outlay	**0**	**0**	**(1,000)**	**2,578,600**	**0**

Projects FY 2023:

Sportsfield Park Synthetic Turf Fields Additional Fencing	50,000
McGregor Fields Cricket Pitch	100,000
Mel Nunes Sportsfield Park Completion	1,483,000
Ash Street Sports Facilities	95,600
Cedar Blvd. Linear Park Areas 2	850,000
Total Projects	**2,578,600**

90.094.940 CAPITAL IMPROVEMENTS *Public Works*

The Capital Improvements activity provides for the funding of non-gas tax funded capital projects. Funds for this account are provided from a number of sources, including capital funds and grants.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
6200	Contractual Services	1,261,000	1,444,700	4,525,000	4,272,500	0
	Subtotal	**1,261,000**	**1,444,700**	**4,525,000**	**4,272,500**	**0**
	TOTAL	**1,261,000**	**1,444,700**	**4,525,000**	**4,272,500**	**0**

Projects FY 2023:

Service Center Fuel Island Replacement	1,000,000
Service Center New Brick Wall	120,000
Service Center Replacement & Repair of Skylights	100,000
Service Center New Camera System	80,000
Service Center Replace Tire Changer	25,000
Citywide Playground Engineered Wood Fiber Installation	80,000
Citywide Grid Tree Pruning and Removal	250,000
Community Park Well and Pump Replacement	165,000
Dump Truck 3.5-ton	80,000
Mini-Sweeper	260,000
Tractor-Pulled Topdressing Implement	28,000
Police Utility Vehicle	12,500
Mobile Recreation Van	70,000
Crime and Collision Scene Investigation Scanner	84,000
Police Volunteer Radios	20,000
Aquatic Center UV Sanitation System	200,000
Silliman Center Preschool Playground Renovation	300,000
Inflatable Outdoor Movie System	8,000
Portable Outdoor Stage	20,000
ERP Program Upgrades	100,000
Service Center Fuel Pump Island Drainage System	80,000
Citywide Geographic Information Systems -Phase 2	150,000
Senior Center Room Divider	50,000
Clean-up of CYT ROW and Landscaping (Thornton/880 IC)	200,000
Fuel Management System Replacement	75,000
Service Center Fuel Canopy	140,000
Service Center Waste Disposal Upgrades	275,000
Sanctuary Park Conceptual Design & Parks Master Plan Amendment	150,000
BMX Park Location Study & Conceptual Design	150,000
Total Projects 2023	**4,272,500**

INTERNAL SERVICE FUNDS

Internal Service Funds are used to account for the financing of equipment and services provided internally to other City departments. Examples include maintenance and replacement of departmental equipment, maintenance of City-owned buildings, the administration of workers' compensation and public liability insurance, and general office equipment lease agreements.

Activities that support these types of functions are classified as Internal Service Funds (ISF). The cost of these funds are allocated to all departments through allocation formulas. These formulas distribute the financial burden a given service places on the ISF activity. The final allocations for all ISFs become the Internal Service Fund Cost Allocation Plan.

INTERNAL SERVICE FUNDS SUMMARY

	Organizational Unit	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
	CAPITAL OUTLAY					
87.701.800	Equipment Replacement	995,000	995,000	908,000	1,591,000	1,323,000
	Subtotal	**995,000**	**995,000**	**908,000**	**1,591,000**	**1,323,000**
	GENERAL					
87.705.800	Office Support Services	97,000	97,000	115,000	103,000	103,000
	Subtotal	**97,000**	**97,000**	**115,000**	**103,000**	**103,000**
	SELF-INSURANCE					
87.707.200	Workers' Compensation	1,085,000	1,085,000	843,000	1,106,000	1,117,000
87.706.150	Public Liability	953,000	1,553,000	1,336,000	1,779,000	2,000,000
	Subtotal	**2,038,000**	**2,638,000**	**2,179,000**	**2,885,000**	**3,117,000**
	MAINTENANCE					
87.703.671	Equipment Maintenance	1,013,000	1,126,000	1,160,000	1,299,000	1,360,000
87.704.672	Civic Center/City Facilities	1,218,000	1,660,218	1,474,400	1,609,000	1,682,000
87.704.673	Silliman Center	713,000	786,016	685,000	822,000	871,000
87.704.674	Police Building	0	9,061	0	408,000	436,000
87.704.675	Library Building	0	5,820	0	179,000	196,000
	Subtotal	**2,944,000**	**3,587,115**	**3,319,400**	**4,317,000**	**4,545,000**
	TOTAL	**6,074,000**	**7,317,115**	**6,521,400**	**8,896,000**	**9,088,000**

AUTHORIZED STAFFING	2021-22	2022-23	2023-24
Cashier	0.10	0.00	0.00
City Attorney	0.25	0.00	0.00
Executive Assistant	0.10	0.00	0.00
Human Resources Director	0.20	0.20	0.20
Building Mechanic II	1.00	2.00	2.00
Equipment Mechanic II	2.00	2.00	2.00
Maintenance Superintendent	0.60	0.60	0.60
Public Works Director	0.20	0.20	0.20
Senior Administrative Support Specialist	0.50	0.50	0.50
Senior Building Mechanic	1.00	1.00	1.00
Senior Equipment Mechanic	1.00	1.00	1.00
TOTAL	6.95	7.50	7.50

87.701.800 EQUIPMENT REPLACEMENT

Internal Service Funds

The Equipment Replacement activity monitors the replacement and funding of equipment and machinery that the City uses to provide services to the community. A required annual contribution is charged to the user department, which is accumulated to fund future replacement of the equipment. An equipment replacement schedule provides the timeline of the replacement based on estimated useful life and/or obsolescence. Due to limited funds, equipment replacement requires prioritization that places emphasis on safety issues and necessity of the equipment to City operations.

Account Code	Description		2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
7000	Other Charges		195,000	195,000	195,000	195,000	196,000
		Subtotal	**195,000**	**195,000**	**195,000**	**195,000**	**196,000**
8000	Capital Outlay		800,000	800,000	713,000	1,396,000	1,127,000
		TOTAL	**995,000**	**995,000**	**908,000**	**1,591,000**	**1,323,000**

87.705.800 OFFICE SUPPORT SERVICES

Internal Service Funds

Office Support Services facilitates the City's mailroom operations and purchase of Citywide stationary, envelopes, and other related mailing supplies. This activity also manages the lease of the City's photocopy and postage equipment.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
5110	Regular Employees	0	0	16,000	0	0
	Subtotal	**0**	**0**	**16,000**	**0**	**0**
6100	Supplies	26,000	26,000	26,000	30,000	30,000
6200	Contractual Services	70,000	70,000	71,000	71,000	71,000
6400	Membership, Travel, Training	1,000	1,000	2,000	2,000	2,000
	Subtotal	**97,000**	**97,000**	**99,000**	**103,000**	**103,000**
	TOTAL	**97,000**	**97,000**	**115,000**	**103,000**	**103,000**

87.707.200 WORKERS' COMPENSATION SELF-INSURANCE

Internal Service Funds

The Workers' Compensation Self-Insurance program administers benefits in accordance with State and Federal laws. The City is self-insured for Workers' Compensation benefits, a mandated benefit to protect employees who incur industrial injuries. The Workers' Compensation program includes the processing of claims, the determination and evaluation of compensability, the selection and monitoring of medical and legal consultants, the settlement and litigations of claims, and the preparation of reports to other governmental agencies. In addition, the program includes risk and claims analysis, training, education, and prevention. The City utilizes Sedgwick as the Third Party Administrator and LAWCX as the excess insurance carrier for the Workers' Compensation program.

Account Code	Description		2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
5110	Regular Employees		0	0	36,000	35,000	35,000
		Subtotal	**0**	**0**	**36,000**	**35,000**	**35,000**
6200	Contractual Services		1,085,000	1,085,000	807,000	1,071,000	1,082,000
		Subtotal	**1,085,000**	**1,085,000**	**807,000**	**1,071,000**	**1,082,000**
		TOTAL	**1,085,000**	**1,085,000**	**843,000**	**1,106,000**	**1,117,000**

AUTHORIZED POSITIONS		2021-22	2022-23	2023-24
Human Resources Director		0.10	0.10	0.10
	TOTAL	0.10	0.10	0.10

87.706.150 PUBLIC LIABILITY SELF-INSURANCE *Internal Service Funds*

The Public Liability Self-Insurance activity accounts for the expenses required to administer the public liability, fidelity bond, and property/casualty insurance policies. These services include the purchase of insurance and administration of claims, the periodic analysis of losses and loss prevention measures, and the coordination of legal and adjusting information.

Account Code	Description		2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
5110	Regular Employees		16,000	16,000	32,000	35,000	35,000
5140	Overtime		0	0	1,000	0	0
		Subtotal	**16,000**	**16,000**	**33,000**	**35,000**	**35,000**
6100	Supplies		10,000	10,000	5,000	10,000	10,000
6200	Contractual Services		927,000	1,527,000	1,298,000	1,734,000	1,955,000
		Subtotal	**937,000**	**1,537,000**	**1,303,000**	**1,744,000**	**1,965,000**
		TOTAL	**953,000**	**1,553,000**	**1,336,000**	**1,779,000**	**2,000,000**

AUTHORIZED POSITIONS		2021-22	2022-23	2023-24
Human Resources Director		0.10	0.10	0.10
	TOTAL	0.10	0.10	0.10

87.703.671 EQUIPMENT MAINTENANCE

Internal Service Funds

The Equipment Maintenance activity supports the repair and maintenance of the City's fleet, including cruisers, sedans, pickups, vans, fire equipment, heavy construction equipment, and miscellaneous (mowers, edgers, sprayers, etc.) equipment. Each piece of equipment is set up on a preventive maintenance program.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
5110	Regular Employees	533,000	533,000	570,000	603,000	620,000
5140	Overtime	0	0	5,000	0	0
	Subtotal	**533,000**	**533,000**	**575,000**	**603,000**	**620,000**
6100	Supplies	298,000	369,000	363,000	445,000	466,000
6200	Contractual Services	178,000	220,000	220,000	243,000	266,000
6400	Membership, Travel, Training	4,000	4,000	2,000	8,000	8,000
	Subtotal	**480,000**	**593,000**	**585,000**	**696,000**	**740,000**
	TOTAL	**1,013,000**	**1,126,000**	**1,160,000**	**1,299,000**	**1,360,000**

AUTHORIZED POSITIONS	2021-22	2022-23	2023-24
Equipment Mechanic II	2.00	2.00	2.00
Maintenance Superintendent	0.30	0.30	0.30
Public Works Director	0.10	0.10	0.10
Senior Administrative Support Specialist	0.20	0.20	0.20
Senior Equipment Mechanic	1.00	1.00	1.00
TOTAL	3.60	3.60	3.60

87.704.672 CIVIC CENTER & CITY FACILITIES BUILDING MAINTENANCE

Internal Service Funds

The Building Maintenance activity supports the operation and maintenance of City facilities, including the David W. Smith City Hall, the Alan. L Nagy Library, the Police Department building, Community Center, Fire Stations (3), Service Center, Senior Center, Ash Street Buildings, Second Chance, security and ball field lights, and other miscellaneous buildings.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
5110	Regular Employees	492,000	492,000	427,000	462,000	474,000
5140	Overtime	0	0	5,000	0	0
	Subtotal	**492,000**	**492,000**	**432,000**	**462,000**	**474,000**
6100	Supplies	34,500	55,500	55,400	59,000	64,000
6200	Contractual Services	324,000	586,218	464,000	542,000	579,000
6400	Membership, Travel, Training	5,500	5,500	2,000	7,000	8,000
6300	Other Charges	362,000	521,000	521,000	539,000	557,000
	Subtotal	**726,000**	**1,168,218**	**1,042,400**	**1,147,000**	**1,208,000**
	TOTAL	**1,218,000**	**1,660,218**	**1,474,400**	**1,609,000**	**1,682,000**

AUTHORIZED POSITIONS	2021-22	2022-23	2023-24
Building Mechanic II	1.65	1.65	1.65
Maintenance Superintendent	0.30	0.30	0.30
Public Works Director	0.10	0.10	0.10
Senior Administrative Support Specialist	0.30	0.30	0.30
Senior Building Mechanic	0.70	0.70	0.70
TOTAL	3.05	3.05	3.05

87.704.673 COMMUNITY ACTIVITY & FAMILY AQUATIC CENTER MAINTENANCE

Internal Service Funds

The George M. Silliman Community Activity & Family Aquatic Center activity supports the maintenance of this building located at 6800 Mowry Avenue.

Account Code	Description		2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
5110	Regular Employees		113,000	113,000	94,000	92,000	94,000
5140	Overtime		0	0	1,000	0	0
		Subtotal	**113,000**	**113,000**	**95,000**	**92,000**	**94,000**
6100	Supplies		24,000	36,000	36,000	42,000	46,000
6200	Contractual Services		217,000	278,016	195,000	317,000	347,000
6300	Other Charges		359,000	359,000	359,000	371,000	384,000
		Subtotal	**600,000**	**673,016**	**590,000**	**730,000**	**777,000**
		TOTAL	**713,000**	**786,016**	**685,000**	**822,000**	**871,000**

AUTHORIZED POSITIONS	2021-22	2022-23	2023-24
Building Mechanic II	0.35	0.35	0.35
Senior Building Mechanic	0.30	0.30	0.30
TOTAL	0.65	0.65	0.65

87.704.674 POLICE BUILDING MAINTENANCE *Internal Service Funds*

The Building Maintenance activity supports the operation and maintenance of the Police Building

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
6100	Supplies	0	0	0	22,000	24,000
6200	Contractual Services	0	9,061	0	161,000	176,000
6300	Other Charges	0	0	0	225,000	236,000
	Subtotal	**0**	**9,061**	**0**	**408,000**	**436,000**
	TOTAL	**0**	**9,061**	**0**	**408,000**	**436,000**

87.704.675 LIBRARY BUILDING MAINTENANCE *Internal Service Funds*

The Building Maintenance activity supports the operation and maintenance of the Library.

Account Code	Description	2022 Adopted	2022 Amended	2022 Estimated	2023 Budgeted	2024 Budgeted
6100	Supplies	0	0	0	18,000	20,000
6200	Contractual Services	0	5,820	0	146,000	159,000
6300	Other Charges	0	0	0	15,000	17,000
	Subtotal	**0**	**5,820**	**0**	**179,000**	**196,000**
	TOTAL	**0**	**5,820**	**0**	**179,000**	**196,000**

CAPITAL IMPROVEMENT PLAN

OVERVIEW

The City of Newark's two-year budget is comprised of the Biennial Budget, the Capital Improvement Plan (CIP), and the Five-Year Forecast. In preparing the CIP, the Five-Year Forecast provides significant guidance by establishing priorities for the City, identifying special needs, and establishing the future direction of the City.

The purpose of the Biennial Capital Improvement Plan is to identify and prioritize capital improvement projects for funding. Capital improvement projects include street and park construction and rehabilitation projects, construction and/or repairs to City facilities, acquisitions of new equipment that are not part of a department's operating budget, feasibility studies to identify and quantify future projects, and some major equipment replacement purchases. By their nature, capital improvement projects generally tend to be special, one-time "events" designed to address a significant community need. Major capital projects can often take several years to complete, with both funding and construction planned in several specific phases.

Some CIP projects result in additional operating and maintenance costs after completion of the project, while others may result in reduced maintenance costs. For example, a street improvement project can reduce future street maintenance costs for a period of time after completion of the project. On the other hand, construction of a new recreational facility will likely result in additional maintenance and operating costs; however, some of those costs may be offset by new revenues from the facility. All these factors must be carefully considered when prioritizing projects for funding.

CIP PROJECTS

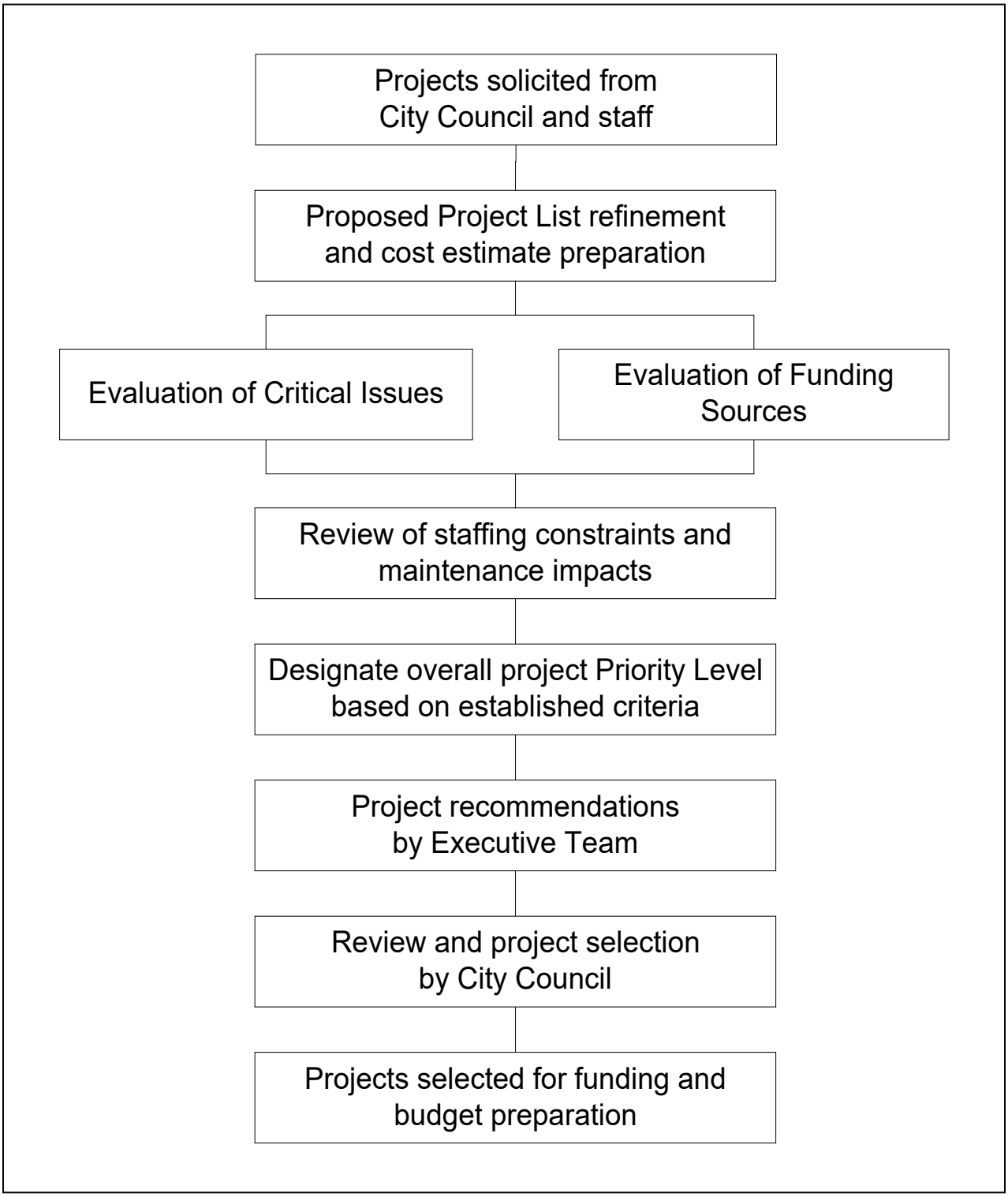
Generally, all projects as defined above, which involve expenditures of $5,000 or more, are included in the CIP. There are some special types of projects or purchases costing more than $5,000 that are not included in the CIP. Such projects include equipment normally replaced through the Equipment Replacement fund, such as the routine vehicle replacement program, and leasing of property or vehicles.

THE CIP PROCESS

As part of the 2022-2024 Biennial Budget and Capital Improvement Plan preparation, the Public Works Department coordinates the development of the CIP budget component. The process of developing the CIP begins with the preparation of a list of potential projects. These projects are generally submitted by the City Council and staff in response to a call for projects request. In some instances, residents have also made requests for desired projects.

After an initial review by the Executive Team, detailed descriptions and cost estimates are prepared for each project chosen for further consideration. Possible funding sources are also identified. This information is then synthesized into an initial comprehensive listing of all projects – new proposed projects, previously approved and funded projects, and unfunded projects. After this information has been quantified, all projects are reviewed and prioritized by the Executive Team and then provided as recommendations to the City Council.

PROJECT SELECTION PROCESS



Several major factors were considered while selecting projects for the 2022-2023 and 2023-2024 budget years: (1) evaluation of Critical Issues previously identified by the Executive Team; (2) available funding sources and the need for maintaining sufficient unallocated reserves, (3) staffing constraints and maintenance impacts; and (4) project priority level criteria.

(1) Evaluation of Critical Issues previously identified by the Executive Team
A number of Critical Issues are used to help guide the selection of projects, including Public Safety Services, Education, Quality of Life, Community Development and City Government Operations. These Critical Issues are summarized below:

Critical Issues

Public Safety Services - Provide a level of public safety services that will protect our citizens, property, and community assets.

Education - Support, encourage, and offer opportunities and programs that facilitate quality community education.

Quality of Life - Provide programs, services, and facilities that make Newark a desirable and healthy place to live.

Community Development - Make development decisions that maintain a vibrant, balanced, quality community.

City Government Operations - Operate a City government that enables the organization to meet service demands of the community.

(2) Available funding sources and the need for maintaining sufficient unallocated reserves
All potential projects were evaluated based on the availability of funding sources. Gas tax revenues are the primary source of funds for street maintenance and improvement projects. The major source for most other capital projects is the Capital Improvement Fund. Development Impact Fees, which are assessed to new private developments, are a component of Capital Funds but can only be used on specific projects where a nexus is established between development and the individual project. The majority of the funds for capital projects are derived from unallocated General Funds. These are discretionary funds that may be used on any project. A complete list of funding sources is provided on the following pages and a revenue estimate summary is provided on page 171.

(3) Staffing constraints and maintenance impacts
Regardless of funding availability, there is a limit to the number of projects which can be designed and/or constructed in a single year due to staffing constraints in the Engineering and Maintenance Divisions of the Public Works Department. Projects also must be evaluated based on the resulting long-term maintenance needs following completion. A project should not be built (or equipment purchased) if there are inadequate resources for operation and maintenance.

(4) Priority Level Criteria
Three priority levels are defined to assist with project prioritization and include Level One, Level Two, and Level Three.

Priority Level One projects are of the highest priority and are considered mandatory. Level One projects are those being driven by a legal or regulatory requirement, are needed to meet a safety obligation or minimize a liability risk, or serve to preserve the City's existing assets and infrastructure.

Priority Level Two projects are considered necessary projects, but do not satisfy Level One criteria. A project could be ranked at Level Two if there is a consensus by the City Council that it should be funded. Other Level Two criteria includes: projects that demand local funding in order to obtain an outside funding source; projects that provide a needed service level increase; projects for completion of a feasibility study or master plan that would assist with defining and prioritizing one or more projects or other community needs; and projects that are needed to complete a final phase of a multi-phased project.

Priority Level Three projects are those that are considered desirable, but do not fully satisfy Level One or Level Two criteria at the time of evaluation.

PLANNING COMMISSION REVIEW

State law requires that the Planning Commission review the CIP projects for conformance with the General Plan. This review is completed prior to formal City Council adoption of the CIP.

MULTI-YEAR PROJECT FUNDING

Unlike some communities, Newark does not normally budget funds over multiple years toward the future construction of specific projects. Instead, unbudgeted Capital Funds are held in reserve and applied toward a project upon accumulation of sufficient funds to complete a project or phase. Still, there are projects which are phased over a number of years to accommodate design and construction requirements and other factors.

ONGOING MAINTENANCE PROJECTS PREVIOUSLY MOVED BACK TO OPERATING BUDGET

For many budget cycles up through the 2016-18 CIP, ongoing general maintenance needs were funded through the CIP budget as projects in order to minimize impacts on the operating budget. These projects did not have a specific scope of work identified but were necessary to ensure that there was a minimum amount of funding to maintain the City's infrastructure. Ongoing projects were funded on a yearly basis, which became cumbersome due to the number of project listings that accumulated over time.

Maintenance Division ongoing CIP projects were incorporated back into the Maintenance Division operating budget for the 2018-20 Biennial Budget and CIP. As a result, all CIP maintenance projects will continue to have an identified scope of work to address a specific street, building, or park need. The only exceptions to this will be ongoing street maintenance, curb, gutter and sidewalk repair, and street tree maintenance projects (which will remain in the CIP as ongoing projects due to the fact that they are funded by outside Gas Tax funds).

FINANCING SOURCES AND ALTERNATIVES

Capital funds, Gas Tax funds, and Park Impact funds all represent "pay-as-you-go" financing. Generally, this type of financing is used to minimize interest and financing costs. However, for some projects, long-term financing is either necessary or preferred.

SUMMARY OF FINANCING SOURCES

ACCUMULATED FEES	Accumulated Fees can only be used for the specific purpose provided for in the Fee Schedule.
CAPITAL FUNDS	Capital funds can be used to fund any capital project. However, since Capital funds are derived from the General Fund, their use is discouraged if other fund sources are available.
DEVELOPMENT IMPACT FEES	Development Impact Fees can only be used for specific capital projects. There is a maximum allocation per project based on the type of capital project.
GAS TAX FUNDS	Gas Tax funds can only be used for expenses related to street construction, maintenance, or design. This funding category includes state gas tax subventions, Measure B and Measure BB revenues, Traffic Congestion Relief Funds (Proposition 42), Alameda County Vehicle Registration Fee funds, and Road Maintenance and Rehabilitation Account (RMRA/SB1) Funds.
GRANTS	
CDBG*	Community Development Block Grants (CDBG) funds can only be used for projects within the designated CDBG Target Area. They can be used for street construction, community centers, etc.
Federal Transportation Act*	Funding from the Federal Transportation Act reauthorization (previously the Safe, Accountable, Flexible, Efficient Transportation Equity Act: a Legacy for Users, "SAFETEA-LU," and the Transportation Efficiency Act for the 21st Century, "TEA 21") can only be used for construction projects on eligible streets.
HSIP*	The Federally funded Highway Safety Improvement Program (HSIP) is for specific traffic safety projects.
HWY-RR Grade Separation Program*	State Highway-Railroad Grade Separation Program funds can be used for grade separation projects.
SRTS/SR2S*	State (SRTS) and Federal (SR2S) Safe Routes to School funds can be used to correct identified safety hazards on school routes to promote walking/biking to schools.
Stimulus Programs*	Federal economic stimulus funds have uses and constraints specific to each individual program. Transportation-related stimulus funding typically has constraints similar to the current Federal Transportation Act.
STIP*	State Transportation Improvement Program (STIP) funds can be used for capital projects that improve transportation. Funding is split 75%/25% between the Interregional Transportation Improvement Program (ITIP) and Regional Transportation Improvement Program (RTIP).
TDA*	Transportation Development Act (TDA), Article 3 funds can only be used to construct bike and pedestrian projects.

SUMMARY OF FINANCING SOURCES (continued)

PARK IMPROVEMENTS	
Park Impact Fees	Park Impact Fees are collected with each new residential single- or multi-family development. Local Park Impact Fee funds can be used for park construction projects for a neighborhood park within the area where the development responsible for the funds is located or for community parks.
Regional Open Space, Wildlife, Shoreline, and Parks Bond Extension*	Funding through the Regional Open Space, Wildlife, Shoreline, and Parks Bond Extension (Measure WW) must be used on park construction projects.

**Allocated to agencies on a competitive process or on the basis of population.*

ORGANIZATION OF INFORMATION

An alphabetical arrangement by project title has been used as the organizational basis for project lists and descriptions in the CIP. Project descriptions include important data, including:

Critical Issue – Each CIP project has been evaluated against the Critical Issues previously identified by the Executive Team. The Critical Issue addressed by a project (if any) is listed.

Funding Source – This entry indicates the general funding source which can or will be used to fund this particular project.

Estimated Cost – This figure is the estimated cost for completing the project or this phase of the project, including contingencies. In some cases, design costs are included in this figure if outside consultants will be used for preparing plans and specifications. This estimate does not include ongoing maintenance and/or operating expenses. Cost estimates are adjusted over time to reflect inflation when required. If the project scope changes after adoption of the CIP, the project budget may also need to be adjusted.

Operating Impact – Certain projects can result in an operational savings over time, while other projects may result in additional operating costs, such as additional staffing and/or maintenance. This section provides a general indication of the range of additional anticipated operating costs. Possible entries for this field include: *Cost Savings; No Significant Impact; Minor Impact; Moderate Impact; Significant Permanent Impact;* and *To be Determined*. These categories are not precisely defined. A "Moderate Impact" may involve additional maintenance or operational costs, while a "Significant Permanent Impact" normally involves additional staffing, together with increased maintenance/operational costs.

Priority Level – This entry indicates Level One (Mandatory), Level Two (Necessary), or Level Three (Desirable) priority level as defined previously.

Implementing Department – This entry indicates the department responsible for implementing the project once funded.

Contact – This entry lists the individual responsible for implementing the project once funded.

Year First Proposed – This entry will indicate the year each project first appeared in the CIP.

Year Funded – This entry will indicate which year, if any, funding was approved.

PROJECT LISTS FOR 2022-2023 AND 2023-2024

As noted in the Estimate of Future Funding Needs beginning on Page 172, there are 67 unfunded projects with a combined estimate cost of $88,728,000. It should be noted that the estimated costs of some unfunded projects have not yet been determined due to some undefined project constraints.

Based on the major factors and constraints listed above, 51 projects were selected for funding this biennial budget cycle at a total estimated cost of $16,691,000.

2022-2023 SUMMARY OF FUNDED PROJECTS

PROJECT TITLE	FUNDING SOURCE	PROJECT COST
Street Asphalt Concrete Overlay Program	Gas Tax	$2,300,000
Curb, Gutter and Sidewalk Replacement	Gas Tax	$350,000
Street Tree Maintenance	Gas Tax	$250,000
Traffic Calming Measures	Gas Tax	$80,000
Citywide Accessible Pedestrian Ramps	Gas Tax	$60,000
Thermoplastic Street Striping	Gas Tax	$20,000
Lindsay Tract Roadway and Drainage Improvements	Gas Tax	$500,000
Traffic Signal Interconnect – Cherry Street (Thornton Avenue – Stevenson Boulevard)	Gas Tax	$150,000
Traffic Signal Interconnect – Newark Boulevard (State Route 84 – Civic Terrace Avenue)	Gas Tax	$175,000
Traffic Signal Interconnect – Thornton Avenue (Sycamore Street – Cherry Street)	Gas Tax	$150,000
Service Center Fuel Island Replacement	Capital Funds	$1,000,000
Service Center New Brick Wall	Capital Funds	$120,000
Service Center Replacement & Repair of Skylights	Capital Funds	$100,000
Service Center New Camera System	Capital Funds	$80,000
Service Center Replace Tire Changer	Capital Funds	$25,000
Citywide Playground Engineered Wood Fiber Installation	Capital Funds	$80,000
Citywide Grid Tree Pruning and Removal	Capital Funds	$250,000
Community Park Well and Pump Replacement	Capital Funds	$165,000
Dump Truck 3.5-ton	Capital Funds	$80,000
Mini-Sweeper	Capital Funds	$260,000
Tractor-Pulled Topdressing Implement	Capital Funds	$28,000
Police Utility Vehicle	Capital Funds	$12,500
Mobile Recreation Van	Capital Funds	$70,000
Crime and Collision Scene Investigation Scanner	Capital Funds	$84,000
Police Volunteer Radios	Capital Funds	$20,000
Aquatic Center UV Sanitation System	Capital Funds	$200,000
Silliman Center Preschool Playground Renovation	Capital Funds	$300,000
Inflatable Outdoor Movie System	Capital Funds	$8,000
Portable Outdoor Stage	Capital Funds	$20,000
ERP Program Upgrades	Capital Funds	$100,000
Service Center Fuel Pump Island Drainage System	Capital Funds	$80,000

PROJECT TITLE	FUNDING SOURCE	PROJECT COST
Citywide Geographic Information Systems – Phase 2	Capital Funds	$150,000
Senior Center Room Divider	Capital Funds	$50,000
Clean-up of CT ROW and landscaping (Thornton/880 IC)	Capital Funds	$200,000
Fuel Management System Replacement	Community Service Facility Fees	$75,000
Service Center Fuel Canopy	Community Service Facility Fees	$140,000
Service Center Waste Disposal Upgrades	Community Service Facility Fees	$275,000
Sportsfield Park Synthetic Turf Fields Additional Fencing	Park Impact Fees	$50,000
McGregor Fields Cricket Pitch	Park Impact Fees	$100,000
Mel Nunes Sportsfield Park Completion	Park Impact Fees	$1,483,000
Ash Street Sports Facilities	Park Impact Fees	$95,600
Cedar Blvd Linear Park Areas 2	Park Impact Fees	$850,000
Sanctuary Park Conceptual Design & Parks Master Plan Amendment	Community Development Maintenance Fund	$150,000
BMX Park Location Study & Conceptual Design	Community Development Maintenance Fund	$150,000
TOTAL		**$11,361,100**

2023-2024 SUMMARY OF FUNDED PROJECTS

PROJECT TITLE	FUNDING SOURCE	PROJECT COST
Street Asphalt Concrete Overlay Program	Gas Tax	$2,500,000
Curb, Gutter and Sidewalk Replacement	Gas Tax	$400,000
Street Tree Maintenance	Gas Tax	$275,000
Traffic Calming Measures	Gas Tax	$80,000
Citywide Accessible Pedestrian Ramps	Gas Tax	$70,000
Thermoplastic Street Striping	Gas Tax	$20,000
Lindsay Tract Roadway and Drainage Improvements	Gas Tax	$1,000,000
TOTAL		**$4,345,000**

A LOOK FORWARD

Forecasting future funding availability and needs is an inexact science at best. The conservative approach to forecasting future funding availability assumes modest growth to projected gas tax revenues and no significant changes to projected Capital Fund revenue and other sources. Staff is continuously monitoring evolving projections for State and local gas tax revenues. These projections are reflected in the table entitled *Revenue Estimate Summary* on the following page.

Although future funding needs can be predicted by roughly prioritizing unfunded projects already in the CIP, such forecasting is often later upset by changing priorities and unexpected needs. The cost of certain identified projects is often unknown prior to the completion of a needs study or preliminary design. Even so, it is still important to develop a general plan for implementing major capital projects.

During the 2018-2020 strategic planning sessions, the City identified a number of major, long-range capital projects and investment in those projects has been made. In order to continue to prioritize future funding of the City's project needs, the same prioritization factors should be considered:

Need Driven – The target date for some projects is driven by an identified need. For example, the replacement of the City Administration Building was driven by the need to replace an aging facility to accommodate employees and related City activities. A specific target date might be set based on anticipated future space needs or elimination of increasing and excessive building maintenance costs.

Regulation/Law Driven – Some projects, such as wheelchair ramp modifications, are required as a result of changes in standards or regulations or as the result of new Federal or State laws.

Opportunity Driven – The target date for the construction of some projects is driven by an associated opportunity. The availability of a State park grant might allow completion of desired park improvements.

Funding Driven – The target date for construction of other projects may be governed by available funding or funding factors. For example, the target date for construction of a particular project might be tied to accumulation of the capital costs or the ability to fund future operating costs.

Funding Source Driven – The construction of specific projects which are eligible for grant funds will be dictated by the availability of those grant funds. For example, Community Development Block Grant (CDBG) funds can be used for capital projects in the Target Area. The timing for their use will be governed by the availability of those funds.

Relationship Driven – There are certain types of projects which are dependent on the timing of other related projects. For example, the construction of a new library could allow the Senior Center to be moved into larger quarters, using the current library building.

Community Driven – Certain projects are desired to improve the quality of life of Newark residents and are not necessarily tied to external factors. An example is the Family Aquatic Center. The target for construction of such projects is thus driven by a desire to improve the quality of life of our residents and the City Council's priorities rather than outside influences.

Phasing Opportunities – Certain projects, such as street maintenance projects, can sometimes be completed in phases.

REVENUE ESTIMATE SUMMARY						
Funding Source	*Dollars*					
	2022-23	2023-24	2024-25	2025-26	2026-27	Total
Capital Funds (1)	0	0	TBD	TBD	TBD	TBD
Gas Tax Funds	4,065,000	4,365,000	4,500,000	4,600,000	4,700,000	16,120,000
CDBG (2)	117,000	117,000	117,000	117,000	117,000	585,000
TDA	40,000	40,000	40,000	40,000	40,000	200,000
Federal Grants	As Avail.	As Avail.	As Avail.	As Avail.	As Avail.	As Avail.
Park Impact (3)	466,000	4,405,000	442,000	TBD	TBD	4,313,000

Notes:

1. This entry indicates allocations in surplus General Funds towards Capital projects each year. Future year allocations are To Be Determined.
2. This entry assumes that the Federal government does not cut or reduce funding for this program.
3. Park Impact Fee funds are dependent on the level of residential development which takes place.

ESTIMATE OF FUTURE FUNDING NEEDS
(Unfunded projects)

UNFUNDED PROJECT (Projects in bold are new for 2022-2024)	ESTIMATE
Arterial Landscape Median Upgrades	**460,000**
Articulated Aerial Lift Truck (35')	140,000
Aquatic Center NinjaCross Obstacle Course System	**500,000**
Bayside TOD Transit Station and Overcrossing (Construction)	11,500,000
Birch Grove Park Completion	3,380,000
Birch Grove Park Softball Field Night Lighting	300,000
Birch Grove Park Tennis Court Area Re-landscaping	125,000
Byington Park Completion	950,000
Cedar Boulevard Linear Parks 1, 3, 4	2,870,000
Central Avenue Median & Sidewalk Improvements (Design)	**250,000**
Central Avenue Median & Sidewalk Improvements (Construction)	**1,200,000**
Citywide Bus Shelters	2,400,000
Citywide Document Scanning Services	150,000
Citywide Storage Facility at Service Center	400,000
Citywide Street Light LED Conversion	1,150,000
Civic Center Park Completion	1,160,000
Community Alerting and Warning System (Sirens)	75,000
Community Center Fireplaces Study	8,000
Community Center Parking Lot Planter Upgrades	20,000
Community Center Patio Resurfacing/Replacement	150,000
Community Center Social Hall and Patio Room Floor Replacement	65,000
Cultural Arts Center	9,000,000
Document Conversion	45,000
Fire Station No. 27 Energy Efficient Windows	30,000
Fire Station No. 27 Training Tower – New	2,000,000
History Museum – Phase 2B (Restoration and Construction)	3,000,000
History Museum – Phase 3 (Exhibits)	750,000
Jerry Raber Ash Street Park Completion	1,010,000
Lakeshore Park Completion	1,750,000
Lakeshore Park Restroom	350,000
Mayhews Landing Park Completion	1,090,000
Mel Nunes Sportsfield Park Splash Pad	**550,000**
Mirabeau Park Completion	680,000
Mowry Avenue Backup Wall and Landscape Improvements	900,000
Musick Park Completion	720,000
Newark Boulevard Backup Wall and Landscape Improvements	1,200,000
Newark Community Park Completion	3,860,000
Old Town PDA Streetscape Improvements - Construction	6,500,000
Second Chance Homeless Shelter Repairs	60,000
Security Camera Systems - City Facilities	200,000
Senior Center HVAC Replacement	50,000
Senior Center – New Construction	8,000,000

ESTIMATE OF FUTURE FUNDING NEEDS *continued*

UNFUNDED PROJECT (projects in **bold** are new for 2022-2024)	**ESTIMATE**
Service Center Remote Control Gates	20,000
Silliman Activity Center Energy Conservation Measures	200,000
Silliman Aquatic Center – Pool Deck Replacement	300,000
St. Isabel Avenue Street Improvements Completion	285,000
Stevenson Gateway Feature Renovation	90,000
Susan Johnson Bridgepoint Park Completion	920,000
Thornton Avenue Complete Streets Improvements - Construction	14,000,000
Thornton Avenue Pavement Overlay (I-880 to Olive Street)	2,000,000
Thornton Avenue Streetscape Improvements (Elm Street to Willow Street)	1,200,000
Traffic Signal at Cherry Street and Robertson Avenue	200,000
Traffic Signal at Jarvis Avenue and Haley Street	180,000
Traffic Signal at Jarvis Avenue and Spruce Street	180,000
Traffic Signal at Newark Boulevard and Ruschin Drive/Brittany Avenue	200,000
Traffic Signal Preemption – Phase 2	200,000
TOTAL	**$ 88,973,000**

NEWARK
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CAPITAL IMPROVEMENT PLAN

PROJECT DESCRIPTIONS

PROJECT **PAGE**

*(projects in **bold** are new for 2022 – 2024; shaded projects are funded in 2022-2024)*

Arterial Bicycle Lanes 180
Arterial Landscape Median Upgrades 180
Articulated Aerial Lift Truck (35') 181
Bayside TOD Transit Station and Overcrossing, Design 181
Bayside TOD Transit Station and Overcrossing, Construction 182
Birch Grove Park Completion 182
Birch Grove Park Softball Field Night Lighting 183
Birch Grove Park Tennis Court Area Re-landscaping 183
Birch Grove Park Tennis Court Resurfacing 183
BMX Park Location Study and Conceptual Design 184
Byington Park Completion 184
Cast Iron Stormwater Inlet Grate Replacement Program Phase I 185
Cedar Boulevard Linear Park 1, 3, 4 185
Cedar Boulevard Linear Park 2 186
Central Avenue Median and Sidewalk Improvements (Construction) 186
Central Avenue Median and Sidewalk Improvements (Design) 187
Central Avenue Overpass Phase 1 - Project Development 187
Central Avenue Overpass Phase 2 – R/W and Construction 188
Citywide Accessible Pedestrian Ramps (Ongoing) 188
Citywide Building Floor Covering Replacement 189
Citywide Building Needs Assessment 189
Citywide Building Painting 189
Citywide Building Roof Repairs 190
Citywide Building Upgrades 190
Citywide Bus Shelters 190
Citywide Crosswalk Evaluation and Modifications 191
Citywide Document Scanning Services 191
Citywide Geographic Information Systems (GIS) – Phase 1 192
Citywide Geographic Information Systems (GIS) – Phase 2 192
Citywide HVAC Replacements 193
Citywide Parks Signage Program – Phase 1 193
Citywide Parking Lot Repair and Resealing 193
Citywide Parks/City Facilities Fence Repairs 194
Citywide Parks Furniture Installation/Replacement 194
Citywide Parks Irrigation System Upgrade/Modification 195
Citywide Playground Surfacing 195
Citywide Rail Station Alternatives Study 196
Citywide Storage Facility at Service Center 196
Citywide Street Light LED Conversion 197
Citywide Street Signs 197
Citywide Traffic Signal Street Name Signs 198
Citywide Trash Capture Devices (Phase 2) 198
Citywide Trash Capture Devices (Phase 3) 199
Citywide Work Station Replacement 199

PROJECT **PAGE**

*(projects in **bold** are new for 2022 – 2024; shaded projects are funded in 2022-2024)*

Civic Center Park Completion	200
Clean-Up of CalTrans Right-of-Way and Landscaping (Thornton Ave/I-880)	200
Community Alerting and Warning System (Sirens)	201
Community Center Annex HVAC System	201
Community Center Annex Roof Replacement	201
Community Center Fireplaces Study	202
Community Center HVAC System Overhaul	202
Community Center Parking Lot Planter Upgrades	203
Community Center Patio Resurfacing/Replacement	203
Community Center Social Hall and Patio Room Floor Replacement	203
Crystal Springs Storm Drain Pump Repairs	204
Cultural Arts Center	204
Curb, Gutter, and Sidewalk Replacement (Ongoing)	204
Disaster Recovery Infrastructure	205
Document Conversion	205
Email Message Archiving	205
Engineered Wood Fiber at City Playgrounds	206
Finance System Program Upgrades	206
Finance System Replacement	206
Fire Station No. 27 Cherry Street - Energy Efficient Windows	207
Fire Station No. 27 Cherry Street - Fencing	207
Fire Station No. 27 Cherry Street – Painting	207
Fire Station No. 27 Cherry Street – Roofing	208
Fire Station No. 27 Cherry Street Training Tower – New Construction	208
Fire Station No. 29 Ruschin Drive - Fencing	208
Fire Station No. 29 Ruschin Drive – Painting	209
Fuel Management System Replacement	209
Gas Tax Project Administration (Ongoing)	209
History Museum – Phase 2B (Restoration and Construction)	210
History Museum – Phase 3 (Exhibits)	210
Inflatable Outdoor Movie System	211
Irrigation Main Line Partial Replacement at Community Park	211
Jerry Raber Ash Street Park Basketball Court Resurfacing	211
Jerry Raber Ash Street Park Completion	212
Jerry Raber Ash Street Park Sports Facilities	212
Lakeshore Park Completion	213
Lakeshore Park Lake Dredging Needs Scoping Analysis	213
Lakeshore Park Landscape Restoration	214
Lakeshore Park Restrooms	214
Lakeshore Park Tree Project	215
Large Computer Monitors for Plan Review	215
Lindsay Tract Storm Drainage Study	215
Lindsay Tract Street and Storm Drainage Improvements	216
Mayhews Landing Park and Bridgepoint Park Tree Project	216

PROJECT **PAGE**

*(projects in **bold** are new for 2022 – 2024; shaded projects are funded in 2022-2024)*

Mayhews Landing Park Completion 217
McGregor Fields Cricket Pitch 217
Mel Nunes Sportsfield Park Completion 218
Mel Nunes Sportsfield Park Softball Outfield Net Replacement 218
Mel Nunes Sportsfield Park Splash Pad 218
Mel Nunes Sportsfield Park Synthetic Turf Fields – Additional Netting 219
Mirabeau Park Completion 219
Mowry Avenue Backup Wall and Landscape Improvements 220
Musick Park Completion 220
Newark Boulevard Backup Wall and Landscape Improvements 221
Newark Community Park Completion 221
Newark Community Park Restroom Restoration 222
Newark Community Park Well and Pump Replacement 222
Old Town PDA Specific Plan & Development Strategy 223
Old Town PDA Streetscape Improvements (Design) 223
Old Town PDA Streetscape Improvements (Construction) 224
Park Grid Tree Work Project 224
Park Pathways Repair and Resealing 224
Park Renovation 225
Park Tree Pruning 225
Police Department – Barn Car Patrol Vehicle 225
Police Department Crime and Collision Scene Investigation Scanner 226
Police Department – Patrol Vehicle 226
Police Department Replacement Scheduling and Workforce Management Software 226
Police Department – Utility Vehicle 227
Police Department Volunteer Radios 227
Portable Outdoor Stage 227
Public Works Maintenance Dump Truck 228
Public Works Maintenance Mini Street Sweeper 228
Public Works Maintenance Spray Truck 229
Public Works Maintenance Tractor-Pulled Topdressing Implement 229
Public Works Maintenance Vehicles (2) 230
Railroad Quiet Zone Study 230
Recreation and Community Services Mobile Recreation Van 231
Safe Routes to Schools Improvements – Various Locations 231
Sanctuary Park Conceptual Design 232
Second Chance Homeless Shelter Repairs 232
Security Camera Systems – City Facilities 232
Senior Center Flooring Replacement 233
Senior Center HVAC Replacement 233
Senior Center – New Construction 233
Senior Center Room Divider 234
Service Center Brick Wall 234
Service Center Buildings – Painting 234
Service Center Camera System 235
Service Center Clean Water Requirements 235

PROJECT **PAGE**

*(projects in **bold** are new for 2022 – 2024; shaded projects are funded in 2022-2024)*

Service Center Fuel Island Replacement	236
Service Center Fuel Pump Island Drainage System	236
Service Center Fuel Tank Canopy	236
Service Center - Rear Garage Overhang Repairs	237
Service Center Remote Control Gates	237
Service Center Skylights	237
Service Center Tire Changer	238
Service Center Waste Disposal Upgrades	238
Silliman Activity Center – Carpet Replacement	238
Silliman Activity Center Energy Conservation Measures	239
Silliman Activity Center – Light Control Board Replacement	239
Silliman Activity Center – Partial Roof Replacement	240
Silliman Activity Center – Preschool Playground Renovation	240
Silliman Aquatic Center – Air Handler #2 Replacement	240
Silliman Aquatic Center – Hot Tub Replacement	241
Silliman Aquatic Center – NinjaCross Obstacle Course System	241
Silliman Aquatic Center – Pool Deck Replacement	241
Silliman Aquatic Center – UV Sanitation System	242
Silliman Aquatic Center – Variable Frequency Drive Unit	242
Silliman Aquatic Center – Water Tanks/Heater Replacement	243
St. Isabel Avenue Street Improvements Completion	243
Stevenson Boulevard Gateway Feature Renovation	244
Street Asphalt Concrete Overlay Program (Pavement Maintenance)	244
Street Tree Maintenance (Ongoing)	244
Surplus Property Disposal – Old Fire Station No. 1	245
Susan Johnson Bridgepointe Park Completion	245
Thermoplastic Street Striping (Ongoing)	245
Thornton Avenue Complete Streets (Design)	246
Thornton Avenue Complete Streets (Construction)	246
Thornton Avenue Pavement Overlay (I-880 to Olive Street)	247
Thornton Avenue Streetscape Improvements (Elm Street to Willow Street)	247
Traffic Calming Measures (Ongoing)	248
Traffic Signal at Central Avenue and Sycamore Street	248
Traffic Signal at Cherry Street and Robertson Avenue	248
Traffic Signal at Jarvis Avenue and Haley Street	249
Traffic Signal at Jarvis Avenue and Spruce Street	249
Traffic Signal at Newark Boulevard and Ruschin Drive/Brittany Avenue	249
Traffic Signal Interconnect – Cherry Street from Thornton Ave. to Stevenson Blvd.	250
Traffic Signal Interconnect – Newark Blvd. from Civic Terrace Ave. to SR-84	250
Traffic Signal Interconnect – Thornton Avenue from Sycamore St. to Cedar Blvd.	250
Traffic Signal Preemption – Phase 2	251
Transition to Paperless Documents	251
Virtual History Museum	251

Arterial Bicycle Lanes

Critical Issue	Quality of Life
Funding Source	Gas Tax
Estimated Cost	$150,000
Operating Impact	Minor Impact
Implementing Department	Public Works – Engineering
Priority Level	Level Three
Contact	Imai
Year First Proposed	2020
Year Funded	2020-21

The City's *Pedestrian & Bicycle Master Plan* identifies various bicycle improvements needed throughout the City and ranks them in terms of priority. This project would be used to implement some of the highest priority projects along the City's major arterial roadways.

Arterial Landscape Median Upgrades NEW

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$460,000
Operating Impact	Moderate Impact
Implementing Department	Public Works – Engineering
Priority Level	Level Three
Contact	Imai
Year First Proposed	2022
Year Funded	Not Funded

This project would install new median landscaping along Newark's various arterials in accordance with previously adopted median landscaping standards and Bay Friendly Landscaping practices. This project replaces the following previously unfunded projects – Cherry Street Median Landscape Upgrade, between Thornton Avenue and the railroad crossing; Mowry Avenue Median Landscaping, between I-880 and Cherry Street; and Cedar Boulevard Median Renovation – Phase 3, between Dupont Avenue and the Home Depot driveway.

Articulated Aerial Lift Truck (35')

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$140,000
Operating Impact	Moderate Impact
Priority Level	Level Three
Implementing Department	Public Works – Landscape Parks Maintenance
Contact	Hornbeck
Year First Proposed	1997
Year Funded	Not Funded

The City is responsible for the maintenance of approximately 18,000 trees, including approximately 13,000 street trees. The majority of street trees (9,600) are nearing maturity and are over 15 feet tall. This proposed capital purchase includes a truck equipped with utility boxes and a hydraulically-actuated aerial lift. This equipment will enable the City to respond to residents in a more timely manner and save money by removing unsafe hanging branches within one working day, removing unsafe trees, pruning street trees to facilitate street maintenance activities such as street sweeping and respond to other pruning requests such as street light, traffic signal and/or sign clearances. Other uses for this equipment could include low-level park lighting maintenance, installation of Christmas lights and, if appropriate, emergency traffic signal maintenance. Currently, the City is spending in excess of $20,000 for emergency contract services. The life expectancy for this equipment is 15-20 years.

Bayside TOD Transit Station and Overcrossing – Design

Critical Issue	Community Development
Funding Source	Impact Fees
Estimated Cost	$700,000
Operating Impact	No Significant Impact
Implementing Department	Public Works – Engineering
Priority Level	Level Three
Contact	Fajeau
Year First Proposed	Prior to 1995
Year Funded	2018-2019

The Dumbarton (now known as "Bayside") Transit Oriented Development (TOD) Specific Plan identified the location for a transit station. This project would be the eventual Train Station for Dumbarton Rail; until the rail line is operational it would serve as a hub for bus transit, including Dumbarton Express, AC Transit, and private employer shuttles. The Transit Station, under its present preliminary scope, would include 500 parking spaces, shelters, bus bays and a train platform including a grade separated Pedestrian overcrossing of the train tracks. The ultimate design, however, will be significantly influenced by the needs of the Dumbarton Rail Corridor as defined by the studies under way by Cross Bay Transit Partners (SAMTrans and Facebook) as part of the current public-private partnership exploration. This project will fund the design portion of the transit station and overcrossing.

Bayside TOD Transit Station and Overcrossing – Construction

Critical Issue	Community Development
Funding Source	Measure BB Discretionary Funds/Other Transportation Grant Funds
Estimated Cost	$11,500,000
Operating Impact	Significant Permanent Impact
Implementing Department	Public Works – Engineering
Priority Level	Level Three
Contact	Fajeau
Year First Proposed	Prior to 1995
Year Funded	Not Funded

The Dumbarton (now known as "Bayside") Transit Oriented Development (TOD) Specific Plan identified the location for a transit station. This project would be the eventual Train Station for Dumbarton Rail; until the rail line is operational it would serve as a hub for bus transit, including Dumbarton Express, AC Transit, and private employer shuttles. The Transit Station would include 500 parking spaces, shelters, bus bays and a train platform including a grade separated Pedestrian overcrossing of the train tracks. The ultimate design, however, will be significantly influenced by the needs of the Dumbarton Rail Corridor as defined by the studies under way by Cross Bay Transit Partners (SAMTrans and Facebook) as part of the current public-private partnership exploration. This project would fund the construction phase of the transit station and overcrossing.

Birch Grove Park Completion

Critical Issue	Quality of Life
Funding Source	Park Impact Fees
Estimated Cost	$3,380,000
Operating Impact	Significant Permanent Impact
Implementing Department	Public Works – Engineering
Priority Level	Level Three
Contact	Fajeau
Year First Proposed	2017
Year Funded	Not Funded

Birch Grove Park is a community park in eastern Newark with a variety of existing amenities including grass fields, pedestrian pathways, playgrounds, restroom, group picnic areas, half-court basketball, softball field, and tennis courts. The *Newark Citywide Parks Master Plan* envisions Birch Grove Park to remain a community recreation facility while enhancing the site's capacity to meet the identified recreational needs of the Newark community. The *Master Plan* proposes Birch Grove Park to have a community dog park, dedicated bike skills park, and two turf multi-sport fields as major community-serving projects. Additionally, the *Master Plan* proposes the creation of a reservable group picnic area and associated amenities such as volleyball and bocce ball courts. The site's existing playgrounds and water play feature should additionally be updated to best meet the City's recreation standards.

Birch Grove Park Softball Field Night Lighting

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$300,000
Operating Impact	No Significant Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	2002
Year Funded	Not Funded

The softball field at Birch Grove Park is currently night-lighted via relatively short floodlights. This project would replace those lights with new, taller and more efficient lighting standards.

Birch Grove Park Tennis Court Area Re-landscaping

Critical Issue	Quality of Life
Funding Source	Park Impact Fees
Estimated Cost	$125,000
Operating Impact	Minor Impact
Priority Level	Level Three
Implementing Department	Public Works – Maintenance
Contact	Hornbeck
Year First Proposed	2004
Year Funded	Not Funded

The planned greenbelt area includes the non-turf planting areas adjacent to the tennis courts, and the tennis courts' parking lot's adjacent planters and median. This project would identify and correct soil and irrigation deficiencies, and install new landscape plantings that will enhance the aesthetic appearance of the southern edge of the park.

Birch Grove Park Tennis Court Resurfacing

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$95,000
Operating Impact	Minor Impact
Priority Level	Level One – Preservation of Existing Assets
Implementing Department	Public Works – Maintenance
Contact	Hornbeck
Year First Proposed	2018
Year Funded	2018-2019

These courts receive a fair amount of use and are in need of repair. This project would repair a significant amount of surface cracks, re-surface 4 tennis courts, and re-stripe all boundary and court lines (approximately 26,000 square feet of area). Additionally, the project would replace approximately 850 linear feet of 10-ft windscreen. The windscreen is in poor condition and requires several repairs throughout the year.

BMX Park Location Study and Conceptual Design NEW

Critical Issue	Quality of Life
Funding Source	Community Development Maintenance Fund
Estimated Cost	$150,000
Operating Impact	Significant Permanent Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Imai
Year First Proposed	2022
Year Funded	2022-2023

The Citywide Parks Master Plan identifies a future Bike Skills Park at Birch Grove Park but also clarifies that "a [final] location for a bicycle/BMX park would need to be determined through future study." This project will further develop a conceptual plan for a future BMX bike park and perform a location study to determine a preferred location for the facility.

Byington Park Completion

Critical Issue	Quality of Life
Funding Source	Park Impact Fees
Estimated Cost	$950,000
Operating Impact	Significant Permanent Impact
Priority Level	Public Works – Engineering
Implementing Department	Level Three
Contact	Fajeau
Year First Proposed	2017
Year Funded	Not Funded

Byington Park is a designated neighborhood park that was planned as a component of the adjacent housing development. The site contains existing park amenities including a group picnic area, grass field, half-court basketball, school-age play area, and splash pad. To enhance the site as a component of Newark's park system, the *Newark Citywide Parks Master Plan* proposes the update of Byington Park's existing playground and adjacent water play area. An additional project was previously identified to add minimum energy efficient security lighting at the park.

Cast Iron Stormwater Inlet Grate Replacement Program Phase I

Critical Issue	Quality of Life
Funding Source	Gas Tax
Estimated Cost	$15,000
Operating Impact	No Significant Impact
Priority Level	Level Three
Implementing Department	Public Works – Streets Maintenance
Contact	Hornbeck
Year First Proposed	1998
Year Funded	2008-09

The current standard for storm water inlets (or catch basins) includes a fabricated steel grate design to allow as much water as possible into the inlet and yet prevent bike tires from dropping through. Older inlets in the City typically have a cast iron grate, which have smaller openings and tend to clog. Also, removal of these heavy cast iron grates for both routine and emergency cleaning generally requires at least two maintenance workers. The City has a total of 91 cast iron inlet grates.

This project is part of the phased program to replace the cast iron grates with the steel grates. This first phase will replace approximately 15-25 catch basins.

Cedar Boulevard Linear Park – Areas 1, 3, 4

Critical Issue	Quality of Life
Funding Source	Park Impact Fee
Estimated Cost	$2,870,000
Operating Impact	Significant Permanent Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	2017
Year Funded	Not Funded

The *Citywide Parks Master Plan* identifies a total of 4 linear parks to be developed on the unimproved portion of Cedar Boulevard between Haley Street and Willow Street. A phased approach to development of the complete area is one possible approach.

The *Newark Citywide Parks Master Plan* sees the development of the Cedar Boulevard Linear Park as an opportunity to provide additional park facilities to the City. The *Master Plan* envisions Cedar Boulevard Linear Park to be a neighborhood-serving community park, divided into four segments of recreational open space connected through continuous pedestrian circulation. Amid the four segments of the linear park, the *Master Plan* proposes that Cedar Boulevard Linear Park include a community garden, dedicated bicycle and pedestrian pathways, and outdoor fitness areas as major community-serving features. Additionally, the *Master Plan* proposes three play areas to serve adjacent neighborhoods, and two decorative gardens for unique and local planting opportunities. A bike and pedestrian bridge over the Union Pacific Railroad will be necessary to complete the extension between Willow Street and Haley Street.

Cedar Boulevard Linear Park – Area 2

Critical Issue	Quality of Life
Funding Source	Park Impact Fee
Estimated Cost	$850,000
Operating Impact	Significant Permanent Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	2017
Year Funded	2022-2023

The *Citywide Parks Master Plan* identifies a total of 4 linear parks to be developed on the unimproved portion of Cedar Boulevard between Haley Street and Willow Street. A phased approach to development of the complete area is one possible approach. Linear Park 2 is the section of Cedar Boulevard between Bettencourt Street and Spruce Street. Improvements in this segment as identified in the *Master Plan* could include pedestrian and bicycle paths, a tot-age play area, a decorative garden and outdoor fitness equipment.

Central Avenue Median and Sidewalk Improvements (Construction) NEW

Critical Issue	Quality of Life
Funding Source	Gas Tax
Estimated Cost	$250,000
Operating Impact	Moderate Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Imai
Year First Proposed	2022
Year Funded	Not Funded

This project would fund the construction phase of the installation of median landscape improvements and completion of sidewalk improvements on Thornton Avenue between the western terminus of the Central Avenue Overcrossing Project and Willow Street. The project would also seek to install landscape improvements and edge treatment along the fence line in the area adjacent to the Alameda County Flood Control Channel near Filbert Street.

Central Avenue Median and Sidewalk Improvements (Design) NEW

Critical Issue	Quality of Life
Funding Source	Gas Tax
Estimated Cost	$1,200,000
Operating Impact	Moderate Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Imai
Year First Proposed	2022
Year Funded	Not Funded

This project would fund the design phase of the installation of median landscape improvements and completion of sidewalk improvements on Thornton Avenue between the western terminus of the Central Avenue Overcrossing Project and Willow Street. The project would also seek to install landscape improvements and edge treatment along the fence line in the area adjacent to the Alameda County Flood Control Channel near Filbert Street.

Central Avenue Overpass Phase 1 - Project Development

Critical Issue	Quality of Life/Public Safety Services
Funding Source	2000 Measure B Funds
Estimated Cost	$2,765,000
Operating Impact	No Significant Impact
Priority Level	Level Two – Service Level Increase
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	1999
Year Funded	2012-13

This project will fund the project development phases of a four lane grade separation structure (bridge overpass) at the railroad crossing on Central Avenue, between Sycamore Street and Filbert Street. Completion of the design will allow the City to compete for funding for subsequent phases. The overpass will result in relief of traffic congestion at the tracks, providing enhanced vehicular, bicycle and pedestrian safety, and improved emergency response times.

Central Avenue Overpass Phase 2 - R/W and Construction

Critical Issue	Quality of Life/Public Safety Services
Funding Source	2000 Measure B/Discretionary Measure BB Funds/Impact Fees
Estimated Cost	$29,300,000
Operating Impact	Significant Permanent Impact
Priority Level	Level Two – Service Level Increase
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	1999
Year Funded	2018-19

This project will fund the right of way and construction of a four lane grade separation structure (bridge overpass) at the railroad crossing on Central Avenue, between Sycamore Street and Filbert Street. The overpass will result in relief of traffic congestion at the tracks, providing enhanced vehicular, bicycle and pedestrian safety, improved emergency response times, and elimination of the potential for at-grade accidents. The project will involve significant utility relocations.

This project is a listed Transportation project in the Impact Fee nexus analysis (19.3% maximum funding).

Citywide Accessible Pedestrian Ramps (Ongoing)

Critical Issue	Quality of Life
Funding Source	Gas Tax / TDA Grant Funds
Estimated Cost	$60,000 (2022-2023); $70,000 (2023-2024)
Operating Impact	No Significant Impact
Priority Level	Level One – Legal/Regulatory Requirement; Safety Obligation
Implementing Department	Public Works – Engineering
Contact	Tran
Year First Proposed	Annual
Year Funded	2022-2023 and 2023-2024

These projects will be part of an ongoing effort to retrofit existing handicap ramps at street intersections with detectable warning surfaces for conformance with current ADA requirements.

Citywide Building Floor Covering Replacement

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$20,000
Operating Impact	Minor Impact
Priority Level	Level One – Preservation of Existing Assets
Implementing Department	Public Works – Building Maintenance
Contact	Connolly
Year First Proposed	Annual
Year Funded	2016-17 and 2017-18

These projects provide for the routine replacement of floor covering (vinyl, carpeting or tile) as part of normal maintenance work. These projects have phased out of the CIP budget and incorporated as part of the operating budget, but some prior funding remains in the CIP.

Citywide Building Needs Assessment

Critical Issue	City Government Operations
Funding Source	Community Development Maintenance Funds
Estimated Cost	$100,000
Operating Impact	No Significant Impact
Priority Level	Level Two – Assessment Study
Implementing Department	Public Works
Contact	Fajeau
Year First Proposed	2020
Year Funded	2020-2021

The purpose of this assessment study would be to identify the long term needs of the community regarding programs and the facilities needed to house those program; assess the feasibility and capacity of all existing City buildings to serve those functions long term; and evaluate what could potentially be the best use for each of the City's existing buildings.

Citywide Building Painting

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$15,000
Operating Impact	No Significant Impact
Priority Level	Level One – Preservation of Existing Assets
Implementing Department	Public Works – Building Maintenance
Contact	Connolly
Year First Proposed	Annual
Year Funded	2016-17 and 2017-18

These projects provide for routine building painting as part of normal building maintenance. These projects have been phased out of the CIP budget and added to operating budget, but some project funding remains.

Citywide Building Roof Repairs

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$20,000
Operating Impact	No Significant Impact
Priority Level	Level One – Preservation of Existing Assets
Implementing Department	Public Works – Building Maintenance
Contact	Connolly
Year First Proposed	Annual
Year Funded	2016-17 and 2017-18

These projects will provide for the routine repair of building roofing as part of normal maintenance work. These projects have been phased out of the CIP budget and added to operating budget, but some project funding remains.

Citywide Building Upgrades

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$50,000
Operating Impact	No Significant Impact
Priority Level	Level One – Preservation of Existing Assets
Implementing Department	Public Works – Building Maintenance
Contact	Connolly
Year First Proposed	Annual
Year Funded	2016-17 and 2017-18

These projects will provide for routine repair or replacement of miscellaneous building items as part of normal maintenance work. These projects have been phased out of the CIP budget and added to operating budget, but some project funding remains.

Citywide Bus Shelters

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$2,400,000
Operating Impact	Significant Permanent Impact
Priority Level	Level Three
Implementing Department	Community Development/Public Works
Contact	Turner/Fajeau
Year First Proposed	2018
Year Funded	Not Funded

This project would install additional bus shelters within the public right-of-way along AC Transit bus routes. Identification of priority locations and potential outside funding sources needs to be coordinated with AC Transit. There are currently only 13 bus shelters in the City that were installed with a prior advertising contract through AC Transit. There are approximately an additional 100 bus stops without shelters or benches in the City. A phased installation program is a potential option. However, given the uncertainty of current and future AC Transit services, this project is unfunded.

Citywide Crosswalk Evaluation and Modifications

Critical Issue	Quality of Life
Funding Source	Community Development Maintenance Funds
Estimated Cost	$150,000 (2020-2021); $150,000 (2021-2022)
Operating Impact	Moderate Impact
Priority Level	Level Two – Assessment Study
Implementing Department	Public Works
Contact	Imai
Year First Proposed	2020
Year Funded	2020-2021 and 2021-2022

This project will evaluate specific crosswalk locations in the City for potential safety enhancements and install recommended modifications. These locations would be those with a known or elevated pedestrian incident history. Modifications could include bulb-outs, enhanced crosswalk striping, signing or rapid-fire flashing beacons.

Citywide Document Scanning Services

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$150,000
Operating Impact	No Significant Impact
Priority Level	Level Three
Implementing Department	City Manager's Office
Contact	Hovorka
Year First Proposed	2020
Year Funded	Not Funded

This project would provide funding to scan and assign meta-tag data to paper documents into a searchable, electronic database. This service need is an important task in preparation for relocating city functions to the new civic center.

Citywide Geographic Information System (GIS) – Phase 1

Critical Issue	City Government Operations
Funding Source	Gas Tax
Estimated Cost	$300,000
Operating Impact	Cost Savings
Priority Level	Level One – Preservation of Existing Assets
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	Prior to 1995
Year Funded	1997-98

A GIS system is a computerized graphical mapping system which allows geographic information to be tied to a digital map and retrieved via specialized software. This geographic information can include site addresses, ownership, utilities, zoning boundaries, streetlights, etc. Newark is a member of the Southern Alameda County Geographic Information System Authority with Fremont, Union Sanitary District and the Alameda County Water District. This project is continuing to be utilized to fund hardware and software purchases and professional services associated with enhancing the GIS data and user interface.

Citywide Geographic Information System (GIS) – Phase 2

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$150,000
Operating Impact	Cost Savings
Priority Level	Level Two – Service Level Increase
Implementing Department	Public Works – Engineering /Information Systems
Contact	Fajeau/Hovorka
Year First Proposed	2002
Year Funded	2022-2023

A GIS system is a computerized graphical mapping system which allows geographic information to be tied to a digital map and retrieved via specialized software. This geographic information can include site addresses, ownership information, City-owned utilities, zoning boundaries, aerial photography, etc. This project would provide for necessary hardware and software upgrades, specialized training for employees, expanded software licensing, and other data additions to the GIS to meet current needs.

Citywide HVAC Replacements

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$150,000
Operating Impact	No Significant Impact
Priority Level	Level One – Preservation of Existing Assets
Implementing Department	Public Works
Contact	Connolly
Year First Proposed	2016
Year Funded	2016-17

This project will provide a for multi-load HVAC replacement units at various buildings. Baseline or average cost of a unit ranges from $6,000 to $20,000, depending on the unit size. This will reduce the need for major component replacements due to ongoing failures.

Citywide Park Signage Program – Phase 1

Critical Issue	Quality of Life
Funding Source	Park Impact Fees
Estimated Cost	$80,000
Operating Impact	Moderate Impact
Priority Level	Level Three
Implementing Department	Public Works - Engineering
Contact	Imai
Year First Proposed	2020
Year Funded	2020-2021

Phase 1 of the program would develop a new standard design for all park identification signs throughout the City. The project could also potentially fund the installation of a first phase of new signs at parks with an identified need.

Citywide Parking Lot Repair and Resealing

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$50,000
Operating Impact	Cost Savings
Priority Level	Level One – Preservation of Existing Assets
Implementing Department	Public Works – Maintenance
Contact	Hornbeck/Tran
Year First Proposed	Annual
Year Funded	2016-17 and 2017-18

The City owns over 250,000 square feet of parking lots. Several parking lots are in a state of pavement failure and are in need of repair. Others are newer and need preventative maintenance to achieve the most cost effective life. These projects will repair deteriorated parking lots and apply proven preventative treatments to extend the life of the pavement. The projects will be combined with other asphalt projects to achieve economy of scale benefits in the bidding process. These projects have been phased out of the CIP budget and incorporated as part of the operating budget, but some project funding remains.

Citywide Parks/City Facilities Fence Repairs

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$5,000/year
Operating Impact	No Significant Impact
Priority Level	Level One – Preservation of Existing Assets
Implementing Department	Public Works – Landscape Parks Maintenance
Contact	Hornbeck
Year First Proposed	Annual
Year Funded	2016-17 and 2017-18

There are a number of fences along parks and roadways in the City for which the City is either responsible or for which responsibility is shared with adjacent property owners. These projects will provide for routine repairs or replacement of such fences as part of normal maintenance work and will be phased out of the CIP budget and incorporated as part of the operating budget beginning in FY 2018-19.

Citywide Parks Furniture Installation/Replacement

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$5,000/ fiscal cycle
Operating Impact	No Significant Impact
Priority Level	Level One – Preservation of Existing Assets
Implementing Department	Public Works – Landscape Parks Maintenance
Contact	Hornbeck
Year First Proposed	Annual
Year Funded	2017-18

Park use demands have increased since the installation of the City's park system over 30 years ago. This project will replace vandalized and deteriorating benches, picnic tables, barbecue pits, and trash containers; as well as install new furniture to provide additional seating and amenities to address the increased public demand. These projects have been phased out of the CIP budget and incorporated as part of the operating budget, but some project funding remains.

Citywide Parks Irrigation Systems Upgrade/Modification

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$50,000
Operating Impact	Cost Savings
Priority Level	Level One – Preservation of Existing Assets
Implementing Department	Public Works – Landscape Parks Maintenance
Contact	Hornbeck
Year First Proposed	Annual
Year Funded	2016-17 and 2017-18

The irrigation systems and components in nine of the City parks are over 30 years old and three others were built in the 1980s. This project will take advantage of new technologies that will enable the City to better manage labor, parts, and material costs by renovating the existing irrigation systems and its components. These projects have been phased out of the CIP budget and incorporated as part of the operating budget, but some project funding remains.

Citywide Playground Surfacing

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$15,000/year
Operating Impact	No Significant Impact
Priority Level	Level One – Preservation of Existing Assets
Implementing Department	Public Works – Landscape Parks Maintenance
Contact	Hornbeck
Year First Proposed	Annual
Year Funded	2016-17 and 2017-18

Playground surfacing must be maintained to reduce the risk of severe head injury per the federal regulations set forth in American Society for Testing and Materials (ASTM) F1292 Specification for Impact Attenuation of Surfacing Material Within the Use Zone of Playground Equipment and F2223 ASTM Standards on Playground Surfacing. Newark playgrounds use engineered wood fiber as a surfacing material; this material breaks down and must be replaced annually. These projects have been phased out of the CIP budget and incorporated as part of the operating budget, but some project funding remains.

Citywide Rail Station Alternatives Study

Critical Issue	Quality of Life
Funding Source	Community Development Maintenance Funds
Estimated Cost	$80,000
Operating Impact	No Significant Impact
Priority Level	Level Two – Alternatives Study
Implementing Department	Public Works - Engineering
Contact	Imai
Year First Proposed	2020
Year Funded	2020-2021

This study will evaluate the desire and need for potential passenger rail transfer stations within the City. Although the General Plan is silent on potential for rail stations within the City, several passenger rail lines pass through Newark, including Capital Corridor, Amtrak, ACE and the potential Dumbarton Rail line. The study will analyze alternatives for potential locations and configurations of passenger rail transfer stations and will be performed in conjunction with Alameda County Transportation Commission's Southern Alameda County Rail Study and the Dumbarton Rail Corridor Study by the San Mateo County Transit District and Cross Bay Transit Partners.

Citywide Storage Facility at Service Center

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$400,000
Operating Impact	Moderate Impact
Priority Level	Level Three
Implementing Department	Public Works – Maintenance
Contact	Connolly
Year First Proposed	1996
Year Funded	Not Funded

The Service Center is used for a large variety of continuing storage needs, ranging from crime evidence in long-term storage, files awaiting disposal, furniture waiting for sale or disposal, new vehicles slated for later service and emergency disaster supplies. This continually growing need for storage indicates the need for construction of an additional storage facility for this purpose.

This project is a listed Community Service and Facilities project in the Impact Fee nexus analysis (17.7% maximum funding).

Citywide Street Light LED Conversion

Critical Issue	Quality of Life
Funding Source	Community Development Maintenance Funds
Estimated Cost	$1,150,000
Operating Impact	Cost Savings
Priority Level	Level Three
Implementing Department	Public Works
Contact	Imai
Year First Proposed	2020
Year Funded	Not Funded

This project will convert all of the City's street lights from High Pressure Sodium lights to LED lights. The conversion would ultimately result in a cost savings to the City in both electricity and equipment replacement costs.

Citywide Street Signs

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$20,000
Operating Impact	No Significant Impact
Priority Level	Level One – Legal/Regulatory Requirement
Implementing Department	Public Works – Street Maintenance
Contact	Hornbeck
Year First Proposed	Annual
Year Funded	2016-17 and 2017-18

Regulatory Requirement: As required by the California Manual on Uniform Traffic Control Devices (MUTCD), street name sign lettering has increased in size depending on speed limit. Also, the MUTCD requires that street name signs be retroreflective to read the same at night as during the day. Funding will allow staff to replace and maintain street name signs and other street signs as needed. These projects have been phased out of the CIP budget and incorporated as part of the operating budget but some project funding remains.

Citywide Traffic Signal Street Name Signs

Critical Issue	Quality of Life
Funding Source	Gas Tax Funds
Estimated Cost	$75,000
Operating Impact	No Significant Impact
Priority Level	Level One – Legal/Regulatory Requirement
Implementing Department	Public Works – Engineering
Contact	Chou
Year First Proposed	2018
Year Funded	2018-2019

The existing street name signs at most of the City's signalized intersections are in need of replacement. This project would upgrade all signs with new retroreflective signs to meet current requirements. Regulatory: State of California Manual on Uniform Traffic Control Devices.

Citywide Trash Capture Devices (formerly Citywide Storm Water Treatment Devices) – Phase 2

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$160,000
Operating Impact	Moderate Impact
Priority Level	Level One – Legal/Regulatory Requirement
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	2015
Year Funded	2014-2015

This project involves the installation of additional full trash capture devices in storm drain inlets for the purpose of reducing trash in the municipal separate storm sewer system. Regulatory: Installation of these devices will contribute to meeting trash reduction requirements under the Municipal Regional Storm Water Permit issued to the City by the Regional Water Quality Control Board.

Citywide Trash Capture Devices – Phase 3

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$230,000
Operating Impact	Moderate Impact
Priority Level	Level One – Legal/Regulatory Requirement
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	2018
Year Funded	2018-2019

This project involves the installation of additional full trash capture devices in storm drain inlets for the purpose of reducing trash in the municipal separate storm sewer system. Regulatory: Installation of these devices will contribute to meeting trash reduction requirements under the Municipal Regional Storm Water Permit issued to the City by the Regional Water Quality Control Board.

Citywide Work Station Replacement

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$20,000 (every 2 years)
Operating Impact	No Significant Impact
Priority Level	Level One – Preservation of Existing Assets/Safety Obligations
Implementing Department	Public Works - Engineering
Contact	Fajeau
Year First Proposed	Biennial
Year Funded	2018-2019

The City is continuing to upgrade work stations to ensure proper ergonomics for employees' comfort and safety. Annual funding allows for the systematic replacement of old and inefficient furniture with new ergonomic work stations.

Civic Center Park Completion

Critical Issue	Quality of Life
Funding Source	Park Impact Fees
Estimated Cost	$1,160,000
Operating Impact	Permanent Significant Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	2017
Year Funded	Not Funded

Civic Center Park is a 5-acre neighborhood park in central Newark, adjacent to the City's administration building and public library. The park currently has grass lawn, a perimeter path, two group picnic areas, a full court basketball, and a playground. The Newark *Citywide Parks Master Plan* envisions Civic Center Park to remain neighborhood oriented while improving the site as a civic destination through the addition of additional public gathering space. The *Master Plan* proposes Civic Center Park to include a small turf multi-sport field and a sheltered group picnic area as major community-serving projects. As amenities associated with the group picnic area, the *Master Plan* also proposes the addition of a volleyball court and an updated school-age play area. If the Newark Library is to be moved per future planning, Civic Center Park may also have a restroom added.

Clean-Up of CalTrans ROW and Landscaping (Thornton Ave/I-880) NEW

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$200,000
Operating Impact	Moderate Impact
Priority Level	Level Three
Implementing Department	Public Works – Maintenance
Contact	Hornbeck
Year First Proposed	2022
Year Funded	2022-2023

This project would perform maintenance and install landscape improvements at areas within State right-of-way adjacent to the Interstate 880 interchange at Thornton Avenue within Newark city limits.

Community Alerting and Warning System (Sirens)

Critical Issue	Public Safety Services
Funding Source	Capital Funds
Estimated Cost	$75,000
Operating Impact	Minor Impact
Priority Level	Level Three
Implementing Department	Public Works - Engineering
Contact	Fajeau
Year First Proposed	2004
Year Funded	Not Funded

This project would provide for a disaster/terrorism alert system utilizing outdoor sirens. This project is a listed Public Safety project in the Impact Fee nexus analysis (17.7% maximum funding).

Community Center Annex HVAC System

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$232,000
Operating Impact	Cost Savings
Priority Level	Level One – Preservation of Existing Assets
Implementing Department	Public Works – Building Maintenance
Contact	Connolly
Year First Proposed	2018
Year Funded	Not Funded

The original HVAC system at the Community Center is in need of replacement to ensure continued use of this building for child care activities. This project was defunded with the 2022-2024 CIP and should instead be deferred until the Citywide Building Needs Assessment study has been completed.

Community Center Annex Roof Replacement

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$1,660,000
Operating Impact	Minor Impact
Priority Level	Level One – Preservation of Existing Assets
Implementing Department	Public Works – Building Maintenance
Contact	Connolly
Year First Proposed	2018
Year Funded	Not Funded

The roofs at the Community Center main building and the annex are both in need of replacement in order to preserve these facilities. Water intrusion has been an issue at both buildings. This project was defunded with the 2022-2024 CIP and should instead be deferred until the Citywide Building Needs Assessment study has been completed.

Community Center Fireplaces Study

Critical Issue	Not Applicable
Funding Source	Capital Funds
Estimated Cost	$8,000
Operating Impact	No Significant Impact
Priority Level	Level Three
Implementing Department	Public Works – Building Maintenance
Contact	Connolly
Year First Proposed	1998
Year Funded	Not Funded

There are two fireplaces in the Community Center - one in the main lobby and one in the Social Hall. These existing fireplaces are not usable. This project will investigate options for their removal or renovation. This project should be deferred until the Citywide Building Needs Assessment study has been completed.

Community Center HVAC System Overhaul

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$800,000
Operating Impact	Cost Savings
Priority Level	Level Three
Implementing Department	Public Works – Building Maintenance
Contact	Connolly
Year First Proposed	2008
Year Funded	Not Funded

The original HVAC system at the Community Center is over 40 years old and uses a 60-ton chiller unit with a condenser. In 2010, package units were installed for the two large banquet rooms, providing energy savings and increased efficiency by creating zones to program off areas not in use. This project provides for the purchase and installation of package units throughout the remainder of the building to achieve similar energy efficiency and savings. An option to overhauling the entire system at once is to split this project into five phases. This project was defunded with the 2022-2024 CIP and should instead be deferred until the Citywide Building Needs Assessment study has been completed.

Community Center Parking Lot Planter Upgrades

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$20,000
Operating Impact	Minor Impact
Priority Level	Level Three
Implementing Department	Public Works – Landscape Parks Maintenance
Contact	Hornbeck
Year First Proposed	2002
Year Funded	Not Funded

This project would upgrade and replant the planters in the Community Center parking lot. This project should be deferred until the Citywide Building Needs Assessment study has been completed.

Community Center Patio Resurfacing/Replacement

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$150,000
Operating Impact	Minor Impact
Priority Level	Level Three
Implementing Department	Public Works – Building Maintenance
Contact	Connolly
Year First Proposed	2006
Year Funded	Not Funded

This project would replace the aging patio surface and incorporate new design features to eliminate the elevated brick pad which formerly housed the large fire pit. The scope of work would also include resurfacing or replacement of the patio with updated materials such as pavers, flagstone or a colored concrete surface. This project should be deferred until the Citywide Building Needs Assessment study has been completed.

Community Center Social Hall and Patio Room Floor Replacement

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$65,000
Operating Impact	No Significant Impact
Priority Level	Level Three
Implementing Department	Public Works – Building Maintenance
Contact	Connolly
Year First Proposed	2006
Year Funded	Not Funded

This project would replace the existing Social Hall and Patio Room cement floors with a sprung wood or laminate flooring system. A sprung wood or laminate flooring system would cover cracks in concrete surfaces and allow for additional fitness related activities and enhance rental opportunities. This project should be deferred until the Citywide Building Needs Assessment study has been completed.

Crystal Springs Storm Drain Pump Repairs

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$25,000
Operating Impact	No Significant Impact
Implementing Department	Public Works – Maintenance
Contact	Hornbeck
Year First Proposed	2008
Year Funded	2009-10

Tract 6671 installed two pumps to carry storm drain water to the outflow. The pumps do not function properly. The power source and the pumps need repair to work as designed.

Cultural Arts Center

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$9,000,000
Operating Impact	Significant Permanent Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	Prior to 1995
Year Funded	Not Funded

This project would provide for land acquisition and construction of a 25,000 square-foot cultural arts center with seating for 600. The overall concept is based on the cultural arts center in Rohnert Park. Elements to be included are a main stage, supplemental stage, box office, control booth, dressing room, lobby/lounge, scenery workshop, office space and storage. There is no location currently identified for this future facility. This project is a listed Community Service and Facilities project in the Impact Fee nexus analysis (17.7% maximum funding). This project will be deferred until the Citywide Building Needs Assessment study has been completed.

Curb, Gutter, and Sidewalk Replacement (Ongoing)

Critical Issue	Public Safety Services
Funding Source	Gas Tax
Estimated Cost	$350,000 (2022-23); $400,000 (2023-24)
Operating Impact	No Significant Impact
Priority Level	Level One – Preservations of Existing Assets/Safety Obligations
Implementing Department	Public Works – Engineering
Contact	Tran
Year First Proposed	Annual
Year Funded	2022-23 and 2023-24

These projects provide for Citywide curb, gutter, and sidewalk replacement, as well as needed sidewalk grinding. Sites are prioritized and selected based on safety issues and functionality.

Disaster Recovery Infrastructure

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$100,000
Operating Impact	No Significant Impact
Priority Level	Level One – Preservation of Existing Assets
Implementing Department	Administrative Services - Information Systems
Contact	Kezar
Year First Proposed	2004
Year Funded	2004-05

This project provides for the purchase of hardware, software and professional services to establish a comprehensive disaster recovery methodology and requisite equipment for the City's mission-critical systems.

Document Conversion

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$45,000
Operating Impact	No Significant Impact
Priority Level	Level Three
Implementing Department	City Manager's Office
Contact	Hovorka
Year First Proposed	2014
Year Funded	Not Funded

This project would continue the ongoing effort to convert paper documents into electronic format.

Email Message Archiving

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$15,000
Operating Impact	Minimum Impact
Priority Level	Level One – Legal/Regulatory Obligations
Implementing Department	Administrative Services
Contact	Kezar
Year First Proposed	2016
Year Funded	2016-2017

This project would provide an Email message archiving solution to fulfill legal requirements – e.g., public records requests. Ongoing costs are estimated at $3,000 annually.

Engineered Wood Fiber at City Playgrounds NEW

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$80,000
Operating Impact	Minor Impact
Priority Level	Level Three
Implementing Department	Public Works – Landscape Parks Maintenance
Contact	Hornbeck
Year First Proposed	2022
Year Funded	2022-2023

This project would treat all city-owned playground fall zones with new and more impact attenuating material such as engineered wood fiber.

Finance System Program Upgrades NEW

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$100,000
Operating Impact	Cost Savings – Increased Efficiency
Implementing Department	Finance
Contact	Lee
Year First Proposed	2022
Year Funded	2022-2023

This project will provide additional modules (such as payment receipts, parks and recreation class registrations, etc.) for our current ERP system which would allow for direct interfacing to the core financial system.

Finance System Replacement

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$1,250,000
Operating Impact	Cost Savings – Increased Efficiency
Implementing Department	Finance
Contact	Lee
Year First Proposed	2004
Year Funded	2014-15 ($200,000) and 2015-16 ($1,050,000)

This project provides for the purchase of hardware, software and professional services to replace the City's existing financial system and companion modules.

Fire Station No. 27 Cherry Street - Energy Efficient Windows

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$30,000
Operating Impact	Cost Savings
Priority Level	Level Three
Implementing Department	Public Works – Building Maintenance
Contact	Connolly
Year First Proposed	2004
Year Funded	Not Funded

This project provides for the replacement of single pane and low-performing dual pane windows at Fire Station No. 27. This would improve energy efficiency and also reduce traffic noise in the building from trucks on Cherry Street.

Fire Station No. 27 Cherry Street – Fencing

Critical Issue	City Government Operations/Public Safety Services
Funding Source	Capital Funds
Estimated Cost	$8,000
Operating Impact	No Significant Impact
Priority Level	Level Three
Implementing Department	Public Works – Building Maintenance
Contact	Connolly
Year First Proposed	2018
Year Funded	2020-21

Installation of a manual swing gate at the Mowry Avenue entrance to Fire Station No. 27. With increased activity at Sportsfield Park and the Silliman Activity and Family Aquatic Center due to the new skate parks and synthetic turf fields, the Alameda County Fire Department needs additional security as drivers sometime use the Mowry Avenue driveway as a cut through to Cherry Street which could potentially conflict with emergency vehicles returning from field

Fire Station No. 27 Cherry Street – Painting

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$32,000
Operating Impact	No Significant Impact
Priority Level	Level One – Preservation of Existing Assets
Implementing Department	Public Works – Building Maintenance
Contact	Connolly
Year First Proposed	2018
Year Funded	2019-20

Fire Station No. 27 has not been painted in over 15 years and is in need of new paint (pricing includes tower).

Fire Station No. 27 Cherry Street – Roofing

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$55,000
Operating Impact	No Significant Impact
Priority Level	Level One – Preservation of Existing Assets
Implementing Department	Public Works – Building Maintenance
Contact	Connolly
Year First Proposed	2018
Year Funded	2019-20

Fire Station No. 27's roof replacement (spray foam) has several leaks over the living quarters and equipment bay. The two roofs currently have different applications of roofing (spray foam and shingle). This project proposes spraying over all roofing for consistency. Pricing includes permanent ladders (one from ground to roof and one from roof 1 to roof 2).

Fire Station No. 27 Cherry St. Training Tower – New Construction

Critical Issue	Public Safety Services
Funding Source	Capital Funds
Estimated Cost	$2,000,000
Operating Impact	Moderate Impact
Priority Level	Level Three
Implementing Department	Public Works - Engineering
Contact	Fajeau
Year First Proposed	2008
Year Funded	Not Funded

While a training tower currently exists at Fire Station No. 27, this tower is not usable for live fire training. This long-term project would provide the improvements necessary to allow live fire training.

Fire Station No. 29 Ruschin Drive – Fencing

Critical Issue	City Government Operations/Public Safety Services
Funding Source	Capital Funds
Estimated Cost	$20,000
Operating Impact	No Significant Impact
Priority Level	Level Three
Implementing Department	Public Works – Building Maintenance
Contact	Connolly
Year First Proposed	2018
Year Funded	2020-21

This project provides for the installation of fencing along the Newark Boulevard frontage of Fire Station No. 29, including one sliding gate with emergency battery backup. Pedestrians utilize the open property as a cut-through between Newark Boulevard to Ruschin Drive, which sometimes impedes entry of emergency vehicles upon return to the station.

Fire Station No. 29 Ruschin Drive – Painting

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$23,000
Operating Impact	No Significant Impact
Priority Level	Level One – Preservation of Existing Assets
Implementing Department	Public Works – Building Maintenance
Contact	Connolly
Year First Proposed	2018
Year Funded	2019-20

Fire Station No. 29 has not been painted in over 15 years and is in need of new paint.

Fuel Management System Replacement

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$75,000
Operating Impact	Cost Savings
Priority Level	Level Two
Implementing Department	Public Works – Equipment Maintenance
Contact	Connolly
Year First Proposed	2014
Year Funded	2022-2023

The fuel management system is used to control access and track usage of fuel supplied by the Service Center pump station for City vehicles. The current system is over 15 years old and no longer supported by the manufacturer.

Gas Tax Project Administration (Ongoing)

Critical Issue	City Government Operations
Funding Source	Gas Tax
Estimated Cost	$24,000/year
Operating Impact	No Significant Impact
Priority Level	Level One – Preserve Existing Assets
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	Annual
Year Funded	2020-21 ($24,000) and 2021-22 ($24,000)

This project provides funding for fees and costs associated with administering street and transportation related projects funded by gas taxes.

History Museum – Phase 2B (Restoration and Construction)

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$3,000,000
Operating Impact	Significant Permanent Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	2000
Year Funded	Not Funded

This project includes the restoration of Watkins Hall, construction of a support structure and site improvements. Development of displays for the museum would be a separate phase of this project. This does not include the ongoing operation and maintenance of the facility.

This project is a listed Community Service and Facility project in the Impact Fee nexus analysis (17.7% maximum funding). This project should be deferred until the Citywide Building Needs Assessment study has been completed.

History Museum – Phase 3 (Exhibits)

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$750,000
Operating Impact	Significant Permanent Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	2000
Year Funded	Not Funded

This project would develop the exhibits and displays for the museum. This project includes displays in the main exhibit hall, entry area and second floor. The work includes preparing an acquisition policy, research, interpretation, cataloging the collection and developing a database of the acquisitions, building the exhibit cases and preparing the artifacts for exhibition. This does not include the ongoing operation and maintenance of the exhibits.

This project should be deferred until the Citywide Building Needs Assessment study has been completed.

Inflatable Outdoor Movie System NEW

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$8,000
Operating Impact	No Significant Impact
Priority Level	Level Three
Implementing Department	Recreation and Community Services
Contact	Cuevas
Year First Proposed	2022
Year Funded	2022-23

Purchase of a commercial grade outdoor portable movie viewing system.

Irrigation Mainline Partial Replacement at Community Park

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$200,000
Operating Impact	Cost Savings
Priority Level	Level One – Preservation of Existing Assets
Implementing Department	Public Works – Landscape Parks Maintenance
Contact	Hornbeck
Year First Proposed	2008
Year Funded	2014-15

The main irrigation line at Community Park is over 40 years old and is made of Asbestos Composite Pipe. Repairs are limited to attaching a coupling to seal leaks due to stringent Hazardous Material Safety Guidelines. This project would replace the segment of mainline that runs along the section of the park nearest the tennis courts with a new alignment.

Jerry Raber Ash Street Park Basketball Court Resurfacing

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$40,000
Operating Impact	Minor Impact
Priority Level	Level One – Preservation of Existing Assets
Implementing Department	Public Works – Engineering
Contact	Hornbeck/Tran
Year First Proposed	2018-19
Year Funded	2018-19

This court is heavily used during the week by local business employees, after school/work by residents, and on the weekends by residents and is a very important recreational feature of the park. This project would repair asphalt cracks and resurface approximately 7500 square feet of court area due to degradation of the surface and many years of heavy use. The boundary lines associated with the basketball court would also be re-striped. This is the same process as a tennis court resurfacing. This sport court is heavily used and in need of improvement. Recommend, as an add-alt line item, is the replacement of the basketball standards (an additional $12,000).

Jerry Raber Ash Street Park Completion

Critical Issue	Quality of Life
Funding Source	Park Impact Fees
Estimated Cost	$1,010,000
Operating Impact	Significant Permanent Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	2016-2017
Year Funded	Not Funded

Jerry Raber Ash Street Park is a community-serving neighborhood park in western Newark. The park is a well-used and active recreation facility with existing amenities including sheltered group picnic areas, playgrounds, full court basketball, grass lawn, pedestrian paths, two softball fields, and a restroom. The site additionally includes the privately operated Viola Blythe Community Service Center of Newark, a Head Start preschool facility, and a segment of the Hetch Hetchy right-of-way under the jurisdiction of the San Francisco Public Utilities Commission.

The *Newark Citywide Parks Master Plan* envisions Jerry Raber Ash Street Park to remain a neighborhood park while enhancing the site's recreational capacity to meet the active needs of the park's existing users and the community of Newark. The *Newark Parks Master Plan* proposes several projects to strengthen the site's capacity as a recreational facility. These projects include the creation of a natural turf multi-sport field, an additional group picnic site, a volleyball court, and updated playgrounds. Additionally, a decorative garden and several bocce ball courts are proposed.

Jerry Raber Ash Street Park Sports Facilities NEW

Critical Issue	Quality of Life
Funding Source	Park Impact Fees
Estimated Cost	$95,600
Operating Impact	Significant Permanent Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Imai
Year First Proposed	2022
Year Funded	2022-2023

The *Newark Citywide Parks Master Plan* proposes several improvements at Jerry Raber Ash Street Park to strengthen the site's recreational capacity to meet the active needs of the park's existing users and the community of Newark. This project would install a volleyball court, bocce ball court and a natural turf multi-sport field.

Lakeshore Park Completion

Critical Issue	Quality of Life
Funding Source	Park Impact Fees
Estimated Cost	$1,750,000
Operating Impact	Permanent Significant Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	2017
Year Funded	Not Funded

Lakeshore Park is a neighborhood park located in northwest Newark. The park is comprised of a man made body of water surrounded by a perimeter network of pedestrian pathways and grass lawn. The *Newark Citywide Parks Master Plan* envisions the activation of Lakeshore Park through an updated par course fitness trail and improved recreation amenities for community gathering. The *Master Plan* recommends the creation of a new school-age play area, and associated seating, as well as four new outdoor fitness areas to create an active pedestrian and fitness circuit along the perimeter of the park. Additionally, an update to the site's existing boathouse is recommended to better serve user needs.

Lakeshore Park Lake Dredging Needs Scoping Analysis

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$25,000
Operating Impact	No Significant Impact
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	2008
Year Funded	2009-10

The summer months bring an algae bloom to the Lake due to the rise in water temperature. The depth of the water has decreased from sediment deposits which allow the water to more easily heat. The Lake deposits consist mainly of street storm drain runoff sediment, decomposed plant material and waterfowl feces deposits. Before the scope of a dredging project can be determined, an analysis is needed to (1) determine the make-up and extent of the material on the bottom of the Lake; (2) determine the requirements for removing the material; and (3) determine the disposal requirements. Recommendations for clean-up of the three large islands at the park would also be incorporated into this analysis.

Lakeshore Park Landscape Restoration

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$326,000
Operating Impact	Minor Impact
Priority Level	Level Two – Final Project Phase
Implementing Department	Public Works
Contact	Fajeau
Year First Proposed	2016
Year Funded	2016-17

This project provides for the restoration of targeted areas impacted by the Lakeshore Park Seawall Installation project, pending the resolution of current drought conditions. The project would conform to requirements under the California Model Water Efficient Landscape Ordinance and Bay Friendly Landscape Guidelines and was combined with the previously funded Geese Deterrent Landscaping project.

Lakeshore Park Restrooms

Critical Issue	Quality of Life
Funding Source	Park Impact Fees
Estimated Cost	$350,000
Operating Impact	Permanent Significant Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Imai
Year First Proposed	2020
Year Funded	Not Funded

The installation of a restroom at Lakeshore Park is included in the *Citywide Parks Master Plan*; however, it was assigned a "Priority Level" of 6, with "Priority Level 1" projects identified as those with the highest priority in the master plan document. Due to concerns regarding vandalism and crime prevention, use of prefabricated single-occupancy restroom units in lieu of more traditional restroom facilities will be evaluated by staff.

Lakeshore Park Tree Project

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$50,000
Operating Impact	Minor Impact
Priority Level	Level One - Safety
Implementing Department	Public Works – Landscape Parks Maintenance
Contact	Hornbeck
Year First Proposed	2018
Year Funded	2018-19

This project will include the removal of several very large Eucalyptus trees, Willow trees, Myoporum trees and Pine trees and installation of at least 15 new trees throughout the park.

Large Computer Monitors for Plan Review

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$6,000
Operating Impact	No Significant Impact
Priority Level	Level Two – Service Level Increase
Implementing Department	Public Works
Contact	Collier
Year First Proposed	2016
Year Funded	2016-17

The Building Inspection Division provides plan checking services. With the digitalization of documents, staff need larger screens (30" monitors) to review plans. The requested funding will provide two (2) workstations with two (2) large monitors each, for a total of four (4) large monitors.

Lindsay Tract Storm Drainage Study

Critical Issue	Quality of Life
Funding Source	Gas Tax
Estimated Cost	$75,000
Operating Impact	No Significant Impact
Implementing Department	Public Works – Engineering
Contact	Imai
Year First Proposed	2004
Year Funded	2005-06

The Lindsay Tract includes the streets in the area of George Avenue and Magnolia Street. These streets have sidewalks and full street paving, but do not have curbs and gutters. Instead, the streets have "rolled" asphalt gutters. Due to the lack of adequate slopes on the streets, water tends to pond along the gutters during the rainy season. It is not practical to install curbs and gutters along these streets since the existing sidewalks are directly adjacent to the asphalt gutters, and the grade of the sidewalks cannot be changed without causing a major grade problem. This project would fund the preliminary engineering necessary to develop a detailed project scope, estimate and phasing for installation of the final street improvements.

Lindsay Tract Street and Storm Drainage Improvements

Critical Issue	Quality of Life
Funding Source	Gas Tax/Area Improvement District
Estimated Cost	$5,000,000
Operating Impact	No Significant Impact
Priority Level	Level Two – Consensus Priority
Implementing Department	Public Works – Engineering
Contact	Imai
Year First Proposed	2004
Year Funded	2019-20 ($3,500,000), 2022-23 ($500,000), 2023-24 ($1,000,000)

The Lindsay Tract includes streets in the area of George Avenue and Magnolia Street. These streets have sidewalks and full street paving, but do not have vertical curbs and gutters. Due to the lack of adequate slopes on the streets, water ponds along the gutters during the rainy season. This has resulted in significant and ongoing deterioration of the rolled asphalt gutters, driveways and the street paving. A complete reconstruction of the roadway is necessary. Given the extent of front yard encroachments, the effective street width is limited to 42 feet. The project would include the replacement of existing sidewalks with reinforced concrete, replacement of rolled asphalt concrete curbs with rolled concrete curbs slot drains. This project should also include street construction on the segment of Birch Street between Thornton Avenue and Baine Avenue where there is no existing curb, gutter, and sidewalk. An Area Improvement District would be proposed for a portion of the project funding.

Mayhews Landing Park and Bridgepoint Park Tree Project

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$50,000
Operating Impact	Minor Impact
Priority Level	Level One - Safety
Implementing Department	Public Works – Landscape Parks Maintenance
Contact	Hornbeck
Year First Proposed	2018-19
Year Funded	2018-19

This project would remove several diseased or damaged trees at Mayhews Landing Park and Bridgepoint Park. The project would also fund the pruning of all trees with DBH of 6-inches or greater, and install 10 trees at Mayhews Landing Park and 8 trees at Bridgepoint Park.

Mayhews Landing Park Completion

Critical Issue	Quality of Life
Funding Source	Park Impact Fee
Estimated Cost	$1,090,000
Operating Impact	Significant Permanent Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	2017
Year Funded	Not Funded

Mayhews Landing Park is a designated neighborhood park near central Newark with existing recreational amenities that include grass lawn, a perimeter path, playgrounds, an un-sheltered group picnic site, and full court basketball. To enhance the site as a part of Newark's park system, the *Newark Citywide Parks Master Plan* proposes the update of Mayhews Landing Park's existing playgrounds and the addition of a volleyball court as an amenity associated with the existing group picnic area.

MacGregor Fields Cricket Pitch **NEW**

Critical Issue	Quality of Life
Funding Source	Park Impact Fee
Estimated Cost	$100,000
Operating Impact	Significant Permanent Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	2022
Year Funded	2022-23

MacGregor Community Playfields is located adjacent to Newark Community Park on land leased from the Newark Unified School District. The project would install a permanent cricket pitch within a portion of the existing playfields.

Mel Nunes Sportsfield Park Completion

Critical Issue	Quality of Life
Funding Source	Park Impact Fee
Estimated Cost	$1,483,000
Operating Impact	Permanent Significant Impact
Priority Level	Level Three
Implementing Department	Public Works
Contact	Imai
Year First Proposed	2016-2017
Year Funded	2022-23

The *Newark Citywide Parks Master Plan* envisions Mel Nunes Sportsfield Park as a destination sport and recreation facility for the City of Newark. In addition to the recently completed all-weather artificial turf fields and community skate park, the *Master Plan* proposes that the park provide several updated natural turf fields as a major community-serving project. Additional proposed facilities include group picnic areas, a playground, and concession stand with restroom.

Mel Nunes Sportsfield Park Softball Outfield Net Replacement

Critical Issue	Quality of Life
Funding Source	Park Impact Fees
Estimated Cost	$30,000
Operating Impact	Minor Impact
Priority Level	Level One – Preservation of Existing Assets
Implementing Department	Public Works – Parks Maintenance
Contact	Hornbeck
Year First Proposed	2020
Year Funded	2020-21

This project will replace the safety netting that runs along the softball field outfield fence that protects the Silliman Center parking lot from potential home run balls.

Mel Nunes Sportsfield Park Splash Pad NEW

Critical Issue	Quality of Life
Funding Source	Park Impact Fees
Estimated Cost	$550,000
Operating Impact	Permanent Significant Impact
Priority Level	Level Three
Implementing Department	Public Works
Contact	Imai
Year First Proposed	2016-2017
Year Funded	Not Funded

The *Newark Citywide Parks Master Plan* proposes the installation of a splash pad and water play features at Mel Nunes Sportsfield Park. These improvements were subsequently removed from the scope and estimated cost of the *'Mel Nunes Sportsfield Park Completion'* project prior to the funding of that project in Fiscal Year 2022-2023.

Mel Nunes Sportsfield Park Synthetic Turf Fields - Additional Netting NEW

Critical Issue	Quality of Life
Funding Source	Park Impact Fees
Estimated Cost	$50,000
Operating Impact	Minor Impact
Priority Level	Level Two
Implementing Department	Public Works – Parks Maintenance
Contact	Hornbeck
Year First Proposed	2022
Year Funded	2022-23

This project will install additional netting behind the soccer goal areas to help prevent errant balls from entering the neighboring private parcels.

Mirabeau Park Completion

Critical Issue	Quality of Life
Funding Source	Park Impact Fee
Estimated Cost	$680,000
Operating Impact	Significant Permanent Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	2017
Year Funded	Not Funded

Mirabeau Park is designated a neighborhood park located in northwest Newark. The site's existing recreation amenities include grass lawn, pedestrian paths, and a playground. To enhance the site as a component of Newark's park system, the *Newark Citywide Parks Master Plan* proposes the update of the existing playground and the addition of a volleyball court and half-court basketball to activate the site for enhanced recreational use. A prior identified need was energy-efficient park security lighting for $40,000. This is included in the total estimated cost.

Mowry Avenue Backup Wall and Landscape Improvements

Critical Issue	Quality of Life
Funding Source	Gas Tax
Estimated Cost	$900,000
Operating Impact	Moderate Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	2004
Year Funded	Not Funded

This project would include installation of a precast concrete backup wall along westbound Mowry Avenue and improve both median and backup landscaping on Mowry Avenue between I-880 and Cherry Street. This would be a future phase of the City's Arterial Beautification Program and could be broken down into two or three smaller projects.

Musick Park Completion

Critical Issue	Quality of Life
Funding Source	Park Impact Fee
Estimated Cost	$720,000
Operating Impact	Significant Permanent Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	2017
Year Funded	Not Funded

Musick Park is a 1-acre neighborhood park located in northeast Newark. The park's existing amenities include grass lawn, a playground, and a pedestrian path utilized for passive recreation. The *Newark Citywide Parks Master Plan* recommends the update of the existing playground and the addition of seating as well as a perimeter fence. Fencing is recommended due to the high traffic volume on Cedar Boulevard. These features will improve user comfort and safety and enhance the site as a component of the City's larger park network.

Newark Boulevard Backup Wall and Landscape Improvements

Critical Issue	Quality of Life
Funding Source	Gas Tax
Estimated Cost	$1,200,000
Operating Impact	Moderate Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	2004
Year Funded	Not Funded

This project would include installation of a precast concrete backup wall where needed and improve both median and backup landscaping on Newark Boulevard between Civic Terrace Avenue and Ruschin Drive. This project is identified as phase five of the City's Arterial Beautification Program.

Newark Community Park Completion

Critical Issue	Quality of Life
Funding Source	Park Impact Fee
Estimated Cost	$3,860,000
Operating Impact	Significant Permanent Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	2017
Year Funded	Not Funded

Newark Community Park is one of the City's largest and most active community parks. Located in northern Newark, the park contains grass lawn, pedestrian pathways, playgrounds, picnic areas, full court basketball, wall ball, tennis courts, and a restroom. The park is adjacent to the City's Community Center.

The *Newark Citywide Parks Master Plan* envisions Newark Community Park to be a community open space with destination recreation features that will increase the site's capacity to meet the City's identified recreational needs. The *Master Plan* proposes the park to have a community dog park (see separate "Dog Park at Newark Community Park" project), accessible multi-age playgrounds, and reservable picnic sites. It is also recommended that the proposed picnic sites provide associated recreation features including volleyball courts, basketball, and an updated (replacement) restroom. The addition of the proposed updates and recreation projects will enhance the park's ability to meet the community's current and future recreational needs.

Newark Community Park Restroom Restoration

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$60,000
Operating Impact	Significant Permanent Impact
Priority Level	Level One – Preservation of Existing Assets
Implementing Department	Public Works – Engineering
Contact	Connolly
Year First Proposed	2017
Year Funded	2018-2019

The Newark Community Park Completion plan includes a component for complete replacement of the existing restroom. A complete replacement is currently unfunded. As an interim measure, the existing restroom can be restored with new fixtures, painting, and other interior and exterior improvements to extend the life of the facility and provide a more pleasant environment for park users.

Newark Community Park Well and Pump Replacement NEW

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$165,000
Operating Impact	Minor Impact
Priority Level	Level One – Preservation of Existing Assets
Implementing Department	Public Works – Parks Maintenance
Contact	Hornbeck
Year First Proposed	2022
Year Funded	2022-23

Replacement of well pipe, submersible pump, pump motor, electrical components, and various other equipment required to rehabilitate the well system at Newark Community Park.

Old Town PDA Specific Plan & Development Strategy

Critical Issue	Quality of Life
Funding Source	Community Development Maintenance Fees/Capital Funds
Estimated Cost	$192,000/$160,000
Operating Impact	No Significant Impact
Priority Level	Level Two – Feasibility Studies and Master Plans
Implementing Department	Community Development
Contact	Turner
Year First Proposed	2016
Year Funded	2016-17

This project would develop a Specific Plan to guide the transformation of the Old Town area into a vibrant mixed use area with attractive ground floor retail with quality residential above. The plan would address unique development challenges of fragmented ownership and the need to blend with surrounding Single family Neighborhoods. Development standards and a specialized form based code to guide development. Preliminary designs for the "Old Town PDA Streetscape Improvements" would be included. This project replaces the unfunded "Old town Area Plan" and is eligible for Community Development Maintenance Fee revenue.

Old Town PDA Streetscape Improvements (Design)

Critical Issue	Quality of Life
Funding Source	Gas Tax
Estimated Cost	$500,000
Operating Impact	No Significant Impact
Priority Level	Level Three
Implementing Department	Community Development/Public Works - Engineering
Contact	Turner/Imai
Year First Proposed	2016
Year Funded	2020-2021

This project would fund the design phase of the streetscape improvements within the Old Town Priority Development Area (PDA) as identified in the Old Town PDA Specific Plan. Improvements would include street lights and pedestrian scale lighting, benches, trash receptacles, public art, gateway features and could include sidewalk widening, pedestrian blub-outs, traffic calming, pavement resurfacing, bike lanes and street parking reconfiguration.

Old Town PDA Streetscape Improvements (Construction)

Critical Issue	Quality of Life
Funding Source	Gas Tax
Estimated Cost	$6,500,000
Operating Impact	Moderate Impact
Priority Level	Level Three
Implementing Department	Community Development/Public Works - Engineering
Contact	Turner/Imai
Year First Proposed	2016
Year Funded	Not Funded

This project fund the construction phase of the streetscape improvements within the Old Town Priority Development Area as identified in the Old Town PDA Specific Plan. Improvements would include street lights and pedestrian scale lighting, benches, trash receptacles, public art, gateway features and could include sidewalk widening, pedestrian blub-outs, traffic calming, pavement resurfacing, bike lanes and street parking reconfiguration.

Park Grid Tree Work Project (Ongoing)

Critical Issue	Quality of Life
Funding Source	Park Impact Fees
Estimated Cost	$125,000/year
Operating Impact	Moderate Impact
Priority Level	Level One – Preservation of Existing Assets
Implementing Department	Public Works – Landscape Parks Maintenance
Contact	Hornbeck
Year First Proposed	2020
Year Funded	2022-23 ($125,000), 2023-24 ($125,000)

This project would help standardize the level of tree maintenance across all City parks. All City park trees would be placed on a schedule for pruning every four years; hazardous trees and tree species would be identified and removed; and new trees would be planted on an annual basis.

Park Pathways Repair and Resealing

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$30,000/year
Operating Impact	Moderate Impact
Priority Level	Level One – Preservation of Existing Assets
Implementing Department	Public Works – Landscape Parks Maintenance
Contact	Hornbeck/Tran
Year First Proposed	Annual
Year Funded	2016-17 and 2017-18

These projects will provide for the routine repair of damaged pavement on pathways located at all City parks. These projects have been phased out of the CIP budget and incorporated as part of the operating budget, but some project funding remains.

Park Renovation

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$15,000/year
Operating Impact	No Significant Impact
Priority Level	Level One – Preservation of Existing Assets
Implementing Department	Public Works – Landscape Parks Maintenance
Contact	Hornbeck
Year First Proposed	Annual
Year Funded	2016-17 and 2017-18

These projects will provide for the routine repair/replacement of damaged sod, irrigation, lights, tennis courts or landscaping in all City parks, groves and sports fields. These projects have been phased out of the CIP budget and incorporated as part of the operating budget, but some project funding remains.

Park Tree Pruning

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$25,000/year
Operating Impact	No Significant Impact
Priority Level	Level One – Safety Obligations
Implementing Department	Public Works – Landscape Parks Maintenance
Contact	Hornbeck
Year First Proposed	Annual
Year Funded	2016-17 and 2017-18

There is an ongoing need to keep City trees pruned to reduce the risk of potential limb failures. City park trees cannot be pruned in the Street Tree Maintenance program, which is funded by Gas Tax Funds. This project funds annual pruning of over 500 City-owned park trees. These projects have been phased out of the CIP budget and incorporated as part of the operating budget, but some project funding remains.

Police Department Barn Car Patrol Vehicle

Critical Issue	Public Safety Services
Funding Source	Capital Funds
Estimated Cost	$80,000
Operating Impact	Minor Impact
Priority Level	Level Two – Service Level Increase
Implementing Department	Public Works
Contact	Connolly
Year First Proposed	2020
Year Funded	2020-21

The City had one "barn" (reserve) patrol car that was deployed for the replacementof another patrol unit; upon deployment, another patrol unit was taken out of service. This project would purchase of a second fully equipped barn car to ensure no shortage of patrol units.

Police Department Crime and Collision Scene Investigation Scanner NEW

Critical Issue	Public Safety Services
Funding Source	Capital Funds
Estimated Cost	$84,000
Operating Impact	No Significant Impact
Priority Level	Level Three
Implementing Department	Police
Contact	Anderson
Year First Proposed	2022
Year Funded	2022-23

Purchase of a laser scanner to document the scene and evidence in crime scene and collision investigations. The technology takes a 3D laser scan of the entire crime scene area as well as photographs.

Police Department Patrol Vehicle

Critical Issue	Public Safety Services
Funding Source	Capital Funds
Estimated Cost	$80,000
Operating Impact	Minor Impact
Priority Level	Level Two – Service Level Increase
Implementing Department	Public Works
Contact	Connolly
Year First Proposed	2020
Year Funded	2020-21

This project funds the addition to fleet of one new patrol vehicle build due to overlapping in shifts, during which there is a need for additional units. The addition of one Dodge Charger is proposed to ensure there are sufficient vehicles during those overlap periods.

Police Department Replacement Scheduling and Workforce Management Software

Critical Issue	Public Safety Services
Funding Source	Capital Funds
Estimated Cost	$75,000
Operating Impact	Minor Impact
Priority Level	Level Two – Service Level Increase
Implementing Department	Police
Contact	Arguello
Year First Proposed	2020
Year Funded	2020-21

This project provides for the purchase of software and professional services to replace the Police Department's existing scheduling and workforce management system. The project requires coordination with the Finance Department and the Human Resources Department.

Police Department – Utility Vehicle NEW

Critical Issue	Public Safety Services
Funding Source	Capital Funds
Estimated Cost	$12,500
Operating Impact	Minor Impact
Priority Level	Level Three
Implementing Department	Police
Contact	Anderson
Year First Proposed	2022
Year Funded	2022-23

Purchase of an all-terrain light weight utility vehicle designed for emergency response versatility. This piece of equipment can provide a quick and efficient method of response for patrol personnel to multiple situations.

Police Department Volunteer Radios NEW

Critical Issue	Public Safety Services
Funding Source	Capital Funds
Estimated Cost	$20,000
Operating Impact	Minor Impact
Priority Level	Level Three
Implementing Department	Police
Contact	Anderson
Year First Proposed	2022
Year Funded	2022-23

Purchase of four handheld radios for police volunteers. Handheld radios provide the ability to communicate immediately during an emergency and at other times when the speed of communication is paramount. Realtime communication is quick and efficient, and the use of handheld radios keep all staff connected in case of an emergency so resources can respond quickly and efficiently to mitigate the situation.

Portable Outdoor Stage NEW

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$20,000
Operating Impact	Minor Impact
Priority Level	Level Three
Implementing Department	Recreation and Community Services
Contact	Cuevas
Year First Proposed	2022
Year Funded	2022-23

Purchase of a portable outdoor stage for City events. Purchase would also include accessible ramp attachment and equipment needed for storage and installation of the equipment.

Public Works Maintenance Dump Truck — NEW

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$80,000
Operating Impact	Minor Impact
Priority Level	Level Two – Service Level Increase
Implementing Department	Public Works
Contact	Connolly
Year First Proposed	2022
Year Funded	2022-23

The Service Center currently possesses a 10-yard dump truck; however, it is currently out-of-service for day-to-day operations due to California Air Resources Board (CARB) non-compliance. This project will purchase a replacement 3.5-ton dump truck to service the City.

Public Works Maintenance Mini Sweeper — NEW

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$260,000
Operating Impact	Minor Impact
Priority Level	Level Two – Service Level Increase
Implementing Department	Public Works
Contact	Hornbeck
Year First Proposed	2022
Year Funded	2022-23

Purchase of small-scale street sweeper to clean between curb and gutter and bollards associated with the Class IV separated bike lanes planned throughout the City as recommended in the City's *Pedestrian and Bicycle Master Plan*. The distance between curb and bollards will be between 6-8 feet, thus necessitating the need for a much smaller and more agile street sweeper capable of providing street sweeping services for long distances, along major traffic routes, safely and efficiently.

Public Works Maintenance Spray Truck

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$80,000
Operating Impact	Minor Impact
Priority Level	Level Two – Service Level Increase
Implementing Department	Public Works
Contact	Connolly
Year First Proposed	2020
Year Funded	2021-22

The Service Center previously utilized a spray truck; however, it was deemed non-operational due to failure to meet emissions standards. In its place, a portable water trailer is currently used, but it does not hold the same capacity and thus, requires more labor to operate. This project will purchase a Ford chassis and install a pre-fabricated water tank to ensure more efficient operations

Public Works Maintenance Tractor-Pulled Topdressing Implement NEW

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$28,000
Operating Impact	Minor Impact
Priority Level	Level Two – Service Level Increase
Implementing Department	Public Works
Contact	Hornbeck
Year First Proposed	2022
Year Funded	2022-23

Purchase of a tractor-pulled topdressing implement. The function of this piece of equipment is to apply various landscape materials, such as artificial turf-infill and compost, via a calibrated, wheel-propelled, 2-yard hopper. The implement is pulled behind a tractor and applies said material, evenly, quickly and safely over large areas such as a soccer field. The utilization of this type of equipment significantly reduces labor, hand work, and improper application rates.

Public Works Maintenance Vehicles (2)

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$60,000 (2020-21); $60,000 (2021-22)
Operating Impact	Minor Impact
Priority Level	Level Two – Service Level Increase
Implementing Department	Public Works
Contact	Connolly
Year First Proposed	2020
Year Funded	2020-21 and 2021-22

Maintenance staff have historically doubled-up in work vehicles due to a shortage of available maintenance vehicles. This have been impactful during peak work periods. This project provides for the purchase and outfitting of two new Ford F-250s maintenance personnel.

Railroad Quiet Zone Study

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$100,000
Operating Impact	Minor Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	2006
Year Funded	2020-21

This project would fund a consultant study to analyze Newark's ten at grade roadway-rail crossings for potential eligibility for establishing Quiet Zones (i.e. elimination of train whistles at the crossings). For safety, Federal and State laws currently require trains sound their whistles in a certain pattern and loudness as the trains approach crossings with roadways. The law does make provisions for the establishment of Quiet Zone(s) under certain circumstances to either eliminate or modify the hours when train horns will be sounded at these crossings. A substantial amount of data must be gathered and authorized measures evaluated as to physical feasibility, cost of implementation, and associated risk or liability prior to requesting establishment of quiet zones.

Recreation and Community Services Mobile Recreation Van NEW

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$70,000
Operating Impact	Minor Impact
Priority Level	Level Two – Service Level Increase
Implementing Department	Recreation and Community Services
Contact	Cuevas
Year First Proposed	2022
Year Funded	2022-23

Purchase a van to allow expanded access to pop-up style recreation opportunities in the Newark Community. Funds would also include the outfitting of the truck and supplies.

Safe Routes to Schools Improvements – Various Locations

Critical Issue	Quality of Life
Funding Source	Gas Tax
Estimated Cost	$250,000
Operating Impact	Minor Impact
Priority Level	Level Three
Implementing Department	Public Works - Engineering
Contact	Imai
Year First Proposed	2020
Year Funded	2021-22

This project will install pedestrian and bicycle improvements adjacent to Newark schools. These improvements have been identified though Alameda County Transportation Commission's Safe Routes to School Program. The program sponsors School Safety Assessments at schools throughout the County to identify and recommend pedestrian and bicycle safety improvements. This project would fund the construction of some of the recommended improvements.

Sanctuary Park Conceptual Design NEW

Critical Issue	Quality of Life
Funding Source	Community Development Maintenance Fund
Estimated Cost	$150,000
Operating Impact	No Significant Impact
Priority Level	Level Two – Master Plan Study
Implementing Department	Public Works - Engineering
Contact	Imai
Year First Proposed	2022
Year Funded	2022-23

Sanctuary Park, located within the Sanctuary Village residential subdivision, was not included in the *Citywide Parks Master Plan*. Therefore, development of a conceptual park improvement plan or ranking of those improvements against other projects in the *Parks Master Plan* never occurred. The project will amend the *Citywide Parks Master Plan* to add Sanctuary Park, develop a conceptual park improvement plan, and perform a prioritization analysis based on recommendations and input from residents and the surrounding communities.

Second Chance Homeless Shelter Repairs

Critical Issue	Quality of Life
Funding Source	Potential CDBG Project
Estimated Cost	$60,000
Operating Impact	Cost Savings
Priority Level	Level Three
Implementing Department	Public Works – Maintenance
Contact	Connolly
Year First Proposed	2012
Year Funded	Not Funded

This project would provide much needed repairs to various areas in the Second Chance Homeless Shelter, including retrofit of the foundation and partial replacement of or repairs to the sewer system. Other repairs include replacement of the flooring in the hallway, kitchen, and pantry.

Security Camera Systems – City Facilities

Critical Issue	Quality of Life/Public Safety Services
Funding Source	Capital Funds
Estimated Cost	$200,000
Operating Impact	Minor Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering /Police Department
Contact	Fajeau
Year First Proposed	2006
Year Funded	Not Funded

This project will install exterior security camera systems to help reduce victim and property crimes at City facilities. The full scope of the project still needs to be determined.

Senior Center Flooring Replacement NEW

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$75,000
Operating Impact	Minor Impact
Priority Level	Level One – Preservation of Existing Assets
Implementing Department	Public Works – Maintenance
Contact	Connolly
Year First Proposed	2020
Year Funded	2020-21

This project would replace the vinyl composition tile (VCT) flooring in the Senior Center. The existing flooring tiles are continually raising at the corners due to the moisture level in the concrete sub-flooring, causing trip hazards. The existing VCT flooring would be replaced with a water tight floated flooring system.

Senior Center HVAC Replacement

Critical Issue	Quality of Life
Funding Source	Potential CDBG Project
Estimated Cost	$50,000
Operating Impact	Cost Savings
Priority Level	Level Three
Implementing Department	Public Works – Maintenance
Contact	Connolly
Year First Proposed	2012
Year Funded	Not Funded

This project would replace the HVAC units that service Phase II of the Senior Center building. These units are 21 years old and no longer function well. The newer system will increase energy efficiency and lower utility costs.

Senior Center – New Construction

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$8,000,000
Operating Impact	Significant Permanent Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	2006
Year Funded	Not Funded

Although the Senior Center building on Enterprise Drive was expanded in 2007, a new Senior Center building will eventually need to be built in order to meet future anticipated needs.

This project is a listed Community Service and Facility project in the Impact Fee nexus analysis (13.7% maximum funding). This project will be deferred until the Citywide Building Needs Assessment study has been completed.

Senior Center Room Divider

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$60,000
Operating Impact	No Significant Impact
Priority Level	Level Three
Implementing Department	Recreation and Community Services
Contact	Cuevas
Year First Proposed	2006
Year Funded	2022-2023

The current room divider in the Senior Center building dining room is not designed to reduce acoustical noise. This is a significant problem during concurrent use times. A divider with acoustic properties would reduce noise when the room is separated, thereby increasing the programmability of each room.

Service Center Brick Wall NEW

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$120,000
Operating Impact	No Significant Impact
Priority Level	Level Three
Implementing Department	Public Works – Building Maintenance
Contact	Connolly
Year First Proposed	2022
Year Funded	2022-23

The rear of the Service Center borders the railroad tracks. The project will install an 8-10' high brick wall along the 150' span to minimize entry points and thefts.

Service Center Buildings – Painting

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$80,000
Operating Impact	No Significant Impact
Priority Level	Level One – Preservation of Existing Assets
Implementing Department	Public Works – Building Maintenance
Contact	Connolly
Year First Proposed	2018
Year Funded	2018-19

Facilities have not been painted for over 15 years, are sun damaged, and are in need of new paint.

Service Center Camera System NEW

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$120,000
Operating Impact	No Significant Impact
Priority Level	Level Three
Implementing Department	Public Works – Building Maintenance
Contact	Connolly
Year First Proposed	2022
Year Funded	2022-23

The project will install a video camera system with motion-activated lights at the rear and front entry of the Service Center to deter theft and trespassing.

Service Center Clean Water Requirements

Critical Issue	Not Applicable
Funding Source	Capital Funds
Estimated Cost	$95,000
Operating Impact	No Significant Impact
Priority Level	Level Three
Implementing Department	Public Works – Maintenance
Contact	Connolly
Year First Proposed	2008
Year Funded	2013-14

Trash, asphalt, and other waste should be placed on impermeable surfaces. Maintenance operations transport trash and other waste products from parks and the right-of-way in pick-up trucks. The pick-ups are emptied onto the ground and then a loader scoops up the debris and places it in dumpsters to be hauled to the disposal site. The Service Center needs impermeable surfaces installed in the dump areas to ensure liquids from the waste products do not leach into the ground. Street crews use the vac-on unit to remove debris from storm drain inlets. The contents in the vac-on should be placed into a settlement pond where the debris removed from the inlets can settle to the bottom and the water can be drained into a sewer connection. This project is driven by the Clean Water Act.

Service Center Fuel Island Replacement NEW

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$1,000,000
Operating Impact	No Significant Impact
Priority Level	Level One – Regulatory Obligation
Implementing Department	Public Works – Building Maintenance
Contact	Connolly
Year First Proposed	2022
Year Funded	2022-23

To comply with State Water Resource Control Board regulations, underground single-lined fuel tanks must be replaced or abandoned by December 2025.

Service Center Fuel Pump Island Drainage System

Critical Issue	Not Applicable
Funding Source	Capital Funds
Estimated Cost	$80,000
Operating Impact	No Significant Impact
Priority Level	Level Three
Implementing Department	Public Works – Maintenance
Contact	Connolly
Year First Proposed	2008
Year Funded	2022-23

This project would install a drainage system that allows any spilled hydrocarbons to be diverted into the existing oil separation tank. The Clean Water Act prohibits any type of hydrocarbons from being introduced into the storm drain system.

Service Center Fuel Tank Canopy

Critical Issue	Not Applicable
Funding Source	Capital Funds
Estimated Cost	$140,000
Operating Impact	No Significant Impact
Priority Level	Level Three
Implementing Department	Public Works – Maintenance
Contact	Connolly
Year First Proposed	2000
Year Funded	2022-23

This project would construct a canopy over the existing fuel pumps at the Service Center. The primary purpose of the installation is to prevent rain water from washing spilled fuel into the storm drain system. This project is a listed Community Service and Facilities project in the Impact Fee nexus analysis (17.7% maximum funding).

Service Center – Rear Garage Overhang Repairs

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$75,000
Operating Impact	No Significant Impact
Priority Level	Level One – Preservation of Existing Assets
Implementing Department	Public Works – Building Maintenance
Contact	Connolly
Year First Proposed	2018
Year Funded	2018-19

The roofing plywood underneath the shingles around the perimeter was incorrectly installed and is rotting along with the fascia; the side wall is deteriorated and needs total replacement. The overall cost estimate includes painting.

Service Center Remote Control Gates

Critical Issue	Not Applicable
Funding Source	Capital Funds
Estimated Cost	$20,000
Operating Impact	Minor Impact
Priority Level	Level Three
Implementing Department	Public Works – Maintenance
Contact	Connolly
Year First Proposed	2004
Year Funded	Not Funded

There are currently five gated access points into the Service Center property. Three of these typically remain open during the course of regular business hours. To provide better security and to control who may enter the facility, the installation of remote operation control systems on four of these gates is necessary.

Service Center Skylights NEW

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$100,000
Operating Impact	No Significant Impact
Priority Level	Level Three
Implementing Department	Public Works – Building Maintenance
Contact	Connolly
Year First Proposed	2022
Year Funded	2022-23

Multiple skylights at the Service Center are cracked or broken, resulting in several large leaks in the garages. The project would replace all damaged skylights to minimize leaks.

Service Center Tire Changer NEW

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$25,000
Operating Impact	No Significant Impact
Priority Level	Level Three
Implementing Department	Public Works – Building Maintenance
Contact	Connolly
Year First Proposed	2022
Year Funded	2022-23

The tire changer at the Service Center is approximately 15-years old and has required several repairs. Parts have more difficult to source which has led to equipment downtime and outsourcing of the work at a premium. The project would purchase a new tire changer for the Service Center Fleet Shop

Service Center Waste Disposal Upgrades

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$275,000
Operating Impact	No Significant Impact
Priority Level	Level Three
Implementing Department	Public Works – Maintenance
Contact	Connolly
Year First Proposed	2012
Year Funded	2022-23

This project includes the construction of truck ramps and placement of containers for dumping of solid and green waste at the Service Center, with connection to the existing sanitary sewer line.

Silliman Activity Center – Carpet Replacement

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$45,000
Operating Impact	No Significant Impact
Priority Level	Level Three
Implementing Department	Public Works
Contact	Connolly
Year First Proposed	2016
Year Funded	2018-19

The carpet in the Meeting Room, Child Care area, Activity Room, and Hallway is showing significant signs of wear. Replacement of the carpet in these high traffic areas is needed.

Silliman Activity Center Energy Conservation Measures

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$200,000
Operating Impact	Cost Savings
Priority Level	Level Two – Service Level Increase
Implementing Department	Public Works
Contact	Connolly
Year First Proposed	2016
Year Funded	Not Funded

The Silliman Activity and Family Aquatic Center continues to account for a large portion of the City's energy costs and greenhouse gas emissions. As such, the center is also a source of potential financial savings through energy conservation measures such as lighting retrofits and lighting sensors and controls. Staff will coordinate with Pacific Gas & Electric Company regarding available incentive programs.

Silliman Activity Center – Light Control Board Replacement

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$50,000
Operating Impact	No Significant Impact
Priority Level	Level One – Preservation of Existing Assets
Implementing Department	Public Works
Contact	Connolly
Year First Proposed	2016
Year Funded	2016-17

The light board, which controls interior and exterior lights at Silliman, is approximately 15 years of age. The unit controls are faded (cannot be seen to easily program the unit) and there is limited control to program the unit for special events or daylight savings time. Replacement of the unit and a link to the controls (Alerton) program is necessary to maximize programming capability and minimize our electrical consumption.

Silliman Activity Center – Partial Roof Replacement

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$325,000
Operating Impact	No Significant Impact
Priority Level	Level One – Preservation of Existing Assets
Implementing Department	Public Works
Contact	Connolly
Year First Proposed	2020
Year Funded	2021-22

The original translucent panel roofing system installed in Phase I at Silliman is currently leaking on the sun facing side of the facility. Given the construction of the roofing with the slate system, several vendors have surmised that it cannot be repaired. This project will install a more robust roofing system with a warranty that will last more than 15 years.

Silliman Activity Center – Preschool Playground Renovation NEW

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$300,000
Operating Impact	No Significant Impact
Priority Level	Level Three
Implementing Department	Public Works
Contact	Connolly
Year First Proposed	2022
Year Funded	2022-23

The project will renovate the existing playground structure area at the Silliman Preschool Center. The renovation project would allow for replacing the current play structure, rubberized playground surfacing, and seating areas.

Silliman Aquatic Center – Air Handler #2 Replacement

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$350,000
Operating Impact	No Significant Impact
Priority Level	Level One – Preservation of Existing Assets
Implementing Department	Public Works
Contact	Connolly
Year First Proposed	2020
Year Funded	2021-22

Air Handler #2, originally installed in 2004, is showing signs of wear and increased metal fatigue. The nature of repairs and increased maintenance costs indicate that it is nearing the end of its useful life. Based on the replacement of Air Handler #1 in December 2019 it is anticipated that Air Handler 2 will need to be replaced in about a year.

Silliman Aquatic Center – Hot Tub Replacement

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$300,000
Operating Impact	No Significant Impact
Priority Level	Level One – Preservation of Existing Assets
Implementing Department	Public Works
Contact	Connolly
Year First Proposed	2020
Year Funded	2021-22

The hot tub was losing water at a rapid rate and was shut down for a month to address repairs. Upon inspection, one of the wells and a section of tile was found as the source of the water loss. Previous repairs have held; however, the hot tub is still losing water, but at a much slower rate. The project will replace the hot tub utilizing the existing plumbing run from the mechanical room to the spa, and install all new mechanical equipment.

Silliman Aquatic Center – NinjaCross Obstacle Course System NEW

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$500,000
Operating Impact	Permanent Significant Impact
Priority Level	Level Three
Implementing Department	Public Works/Recreation and Community Services
Contact	Cuevas/Imai
Year First Proposed	2022
Year Funded	Not Funded

This project would evaluate and, if determined to be feasible, install a NinjaCross-type obstacle course system in the Silliman Aquatic Center natatorium over the existing lap pool. Newark competes with similar local aquatic facilities based on their new amenities. Installation of such an obstacle course system would bring a new element to the aquatic center to boost attendance and new class offerings.

Silliman Aquatic Center – Pool Deck Replacement

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$300,000
Operating Impact	No Significant Impact
Priority Level	Level Three
Implementing Department	Public Works
Contact	Connolly
Year First Proposed	2016
Year Funded	Not Funded

Due to surface irregularities and deterioration in some areas, replacement of the original pool deck from tile to brushed concrete is desirable.

Silliman Aquatic Center – UV Sanitation System NEW

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$200,000
Operating Impact	Permanent Significant Impact
Priority Level	Level Three
Implementing Department	Public Works/Recreation and Community Services
Contact	Cuevas/Imai
Year First Proposed	2022
Year Funded	Not Funded

This project would improve air quality for the public and staff members by installing a UV sanitation system in the Silliman Aquatic Center. UV sanitation systems eliminate chlorine-resistant microorganisms, which are common causes of pool closures. These systems reproduce UV radiation inside light chambers via powerful lamps and emit germicidal UV-C light to disinfect pool and spa water. Facilities equipped with these systems consume fewer chemicals and allow sanitizers to be more effective. The UV system for the Aquatic Center would provide better control of the high-level of chloramine present in the natatorium. Currently during high usage, patrons' eyes commonly begin to burn when in the aquatic center.

Silliman Aquatic Center – Variable Frequency Drive Unit

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$45,000
Operating Impact	Cost Savings
Priority Level	Level Two – Service Level Increase
Implementing Department	Public Works
Contact	Connolly
Year First Proposed	2016
Year Funded	2016-17

A variable frequency drive (VFD) is a motor controller which strategically powers down equipment at non-peak hours. Installation of a VFD would reduce the mechanical failures resulting from constant usage and extend the lifetime of the pool equipment at the Silliman Aquatic Center. The estimated payback of this expenditure is less than 9 months due to electrical cost savings.

Silliman Aquatic Center – Water Tanks/Heater Replacement

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$100,000
Operating Impact	No Significant Impact
Priority Level	Level One – Preservation of Existing Assets
Implementing Department	Public Works
Contact	Connolly
Year First Proposed	2020
Year Funded	2020-21

This project will replace water heater and water tanks in Phase I and Phase II of the Silliman Center. One of the two A.O. Smith tanks in Phase II failed in 2018 and due to the positioning and age of the functional tank, it is prudent to replace both tanks simultaneously. Plumbing components will be replaced and bought up to current code requirements. Phase I has dual A.O. Smith tanks and one is currently not functioning and in need of replacement to ensure consistent water temperature.

St. Isabel Avenue Street Improvements Completion

Critical Issue	Quality of Life
Funding Source	Gas Tax
Estimated Cost	$285,000
Operating Impact	Cost Savings
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	Prior to 1995
Year Funded	Not Funded

Over the past several years, Community Preservation staff has been working actively with property owners of the multifamily apartments backing onto St. Isabel Avenue to correct zoning infractions and clean up these properties. During discussions, these property owners have asked that the City improve St. Isabel Avenue with curb and gutter on the south side of the street (which will require that the existing paving be replaced due to grades), and also install a fence along the south side of St. Isabel Avenue to help control the dumping of trash and other problems associated with open access to the railroad right-of-way.

Stevenson Boulevard Gateway Feature Renovation

Critical Issue	Quality of Life
Funding Source	Capital Funds/Art in Public Places
Estimated Cost	$90,000
Operating Impact	Minor Impact
Priority Level	Level Three
Implementing Department	Community Development
Contact	Turner
Year First Proposed	2014
Year Funded	Not Funded

This project would redesign and/or renovate the existing gateway feature at Stevenson Boulevard and Balentine Drive.

Street Asphalt Concrete Overlay Program (Pavement Maintenance) (Ongoing)

Critical Issue	Quality of Life
Funding Source	Gas Tax
Estimated Cost	$2,300,000 (2022-23); $2,500,000 (2023-24)
Operating Impact	Minor Impact
Priority Level	Level One – Preservation of Existing Assets
Implementing Department	Public Works – Engineering
Contact	Tran
Year First Proposed	Annual
Year Funded	2022-23 and 2023-24

These projects provide for annual patch paving, slurry seal applications, and asphalt concrete overlays for City streets. The current overall Pavement Condition Index (PCI) for Newark is 73.

Street Tree Maintenance (Ongoing)

Critical Issue	Public Safety Services
Funding Source	Gas Tax
Estimated Cost	$250,000 (2022-23); $250,000 (2023-24)
Operating Impact	No Significant Impact
Priority Level	Level One – Safety Obligations
Implementing Department	Public Works – Landscape Parks Maintenance
Contact	Hornbeck
Year First Proposed	Annual
Year Funded	2022-23 and 2023-24

This project provides for ongoing street tree pruning, removal, and replacement.

Surplus Property Disposal – Old Fire Station No. 1

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$20,000
Operating Impact	Cost Savings
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	2006
Year Funded	2006-07

The old Fire Station No. 1 building on Elm Street requires substantial improvements and modifications to be used. The current identified needs of the City do not include use of a building or site of this size (the building is 4,852 sf and the site is 14,220 sf). This project would include appraisals and professional right of way services in order to dispose of the property, as well as a Phase 1 environmental study. Revenue generated from the sale would offset costs of the project and other Citywide needs.

Susan Johnson Bridgepointe Park Completion

Critical Issue	Quality of Life
Funding Source	Park Impact Fees
Estimated Cost	$920,000
Operating Impact	Permanent Significant Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	2016-2017
Year Funded	Not Funded

Susan Johnson Bridgepointe Park is a neighborhood park located along the northwest edge of Newark. Currently the park has grass lawn, a playground, and two group picnic areas. To activate the site, while better meeting the identified recreation need in the City, the *Newark Citywide Parks Master Plan* proposes the creation of half-court basketball and a volleyball court as well as an update to the existing playground.

Thermoplastic Street Striping (Ongoing)

Critical Issue	Quality of Life
Funding Source	Gas Tax
Estimated Cost	$20,000/year
Operating Impact	No Significant Impact
Priority Level	Level One – Preservation of Existing Assets/Safety Obligations
Implementing Department	Public Works – Engineering
Contact	Tran
Year First Proposed	Annual
Year Funded	2022-23 and 2023-24

This project would continue the installation of thermoplastic striping at various locations as needed.

Thornton Avenue Complete Streets Improvements (Design)

Critical Issue	Quality of Life
Funding Source	Gas Tax
Estimated Cost	$700,000
Operating Impact	No Significant Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Imai
Year First Proposed	2020
Year Funded	2021-22

This project would complete the design phase of the installation of bicycle and sidewalk improvements on Thornton Avenue between Gateway Boulevard and Hickory Street, improving bicycle and pedestrian access to the Don Edwards Wildlife Refuge, the Bay Trail and the Dumbarton Bridge. This project has replaced the Thornton Avenue Widening (Environmental and Design) Project previously listed in the CIP.

Thornton Avenue Complete Streets Improvements (Construction)

Critical Issue	Quality of Life
Funding Source	Gas Tax/Grant Funding
Estimated Cost	$14,000,000
Operating Impact	Moderate Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Imai
Year First Proposed	2020
Year Funded	Not Funded

This project would complete the construction phase of the installation of bicycle and sidewalk improvements on Thornton Avenue between Gateway Boulevard and Hickory Street, improving bicycle and pedestrian access to the Don Edwards Wildlife Refuge, the Bay Trail and the Dumbarton Bridge. This project has replaced the Thornton Avenue Widening (R/W and Construction) Project previously listed in the CIP, but unfunded.

Thornton Avenue Pavement Overlay (I-880 to Olive Street)

Critical Issue	Quality of Life
Funding Source	Gas Tax
Estimated Cost	$2,000,000
Operating Impact	Minor Impact
Priority Level	Level One- Preservation of Existing Assets
Implementing Department	Public Works – Engineering
Contact	Imai
Year First Proposed	2018
Year Funded	Not Funded

The pavement on Thornton Avenue is in need of repair, with an average Pavement Condition Index (PCI) of 40 on a scale of 1-100. This segment of the Thornton Avenue Overlay Project would include grinding and repaving of the existing roadway surface, localized patch paving, upgrading or installation of new curb ramps, curb and gutter repair and installation of new bike lanes between Interstate 880 and Olive Street. This project is a good candidate for State or Federal discretionary funding.

Thornton Avenue Streetscape Improvements (Elm Street to Willow Street)

Critical Issue	Quality of Life
Funding Source	Capital Funds/Gas Tax
Estimated Cost	$1,200,000
Operating Impact	Moderate Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Imai
Year First Proposed	2008
Year Funded	Not Funded

This project would provide streetscape improvements and a landscaped median installation on Thornton Avenue between Elm Street and Willow Street. This roadway was once the state highway and remains a stark environment. The surrounding residential area is impacted by the wide, unattractive roadway that gives a commercial feel to this primarily residential area. The streetscape improvements will enhance safety by slowing traffic and improve neighborhood quality. Pavement resurfacing between Spruce Street and Willow Street is planned in FY19-20 with the "Thornton Avenue Pavement Overlay (Spruce Street to Hickory Street)" within this project segment. The scope for this project would include pavement resurfacing between Elm Street and Spruce Street up to the westerly limit of the Old Town PDA Streetscape Improvements project.

This project is a listed Transportation project in the Impact Fee nexus analysis (19.3% maximum funding).

Traffic Calming Measures (Ongoing)

Critical Issue	Quality of Life
Funding Source	Gas Tax
Estimated Cost	$80,000/year
Operating Impact	No Significant Impact
Implementing Department	Public Works – Engineering
Contact	Carmen
Year First Proposed	Annual
Year Funded	2022-23 and 2023-24

This project provides funding for traffic investigations, traffic counts and design and construction of possible traffic calming measures in residential neighborhoods. While specific locations are not identified, this funding allows City staff to address traffic calming requests as they arise.

Traffic Signal at Central Avenue and Sycamore Street

Critical Issue	Quality of Life
Funding Source	Gas Tax
Estimated Cost	$180,000
Operating Impact	Moderate Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	2010
Year Funded	Not Funded

A temporary traffic signal at the Central Avenue and Sycamore Street intersection is under construction. A permanent traffic signal will be incorporated into the Central Avenue Railroad Overpass project. This project is a listed Transportation project in the Impact Fee nexus analysis.

Traffic Signal at Cherry Street and Robertson Avenue

Critical Issue	Quality of Life
Funding Source	Gas Tax
Estimated Cost	$200,000
Operating Impact	Moderate Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	2006
Year Funded	Not Funded

This project is a listed Transportation project in the Impact Fee nexus analysis. The intersection currently does not meet traffic signal warrants.

Traffic Signal at Jarvis Avenue and Haley Street

Critical Issue	Quality of Life
Funding Source	Gas Tax
Estimated Cost	$180,000
Operating Impact	Moderate Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	2006
Year Funded	Not Funded

This project is a listed Transportation project in the Impact Fee nexus analysis. The intersection currently does not meet traffic signal warrants.

Traffic Signal at Jarvis Avenue and Spruce Street

Critical Issue	Quality of Life
Funding Source	Gas Tax
Estimated Cost	$180,000
Operating Impact	Moderate Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	2006
Year Funded	Not Funded

This project is a listed Transportation project in the Impact Fee nexus analysis. The intersection currently does not meet traffic signal warrants.

Traffic Signal at Newark Boulevard and Ruschin Drive/Brittany Avenue

Critical Issue	Quality of Life
Funding Source	Gas Tax
Estimated Cost	$200,000
Operating Impact	Moderate Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	2006
Year Funded	Not Funded

This project is a listed Transportation project in the Impact Fee nexus analysis. The intersection currently does not meet traffic signal warrants.

Traffic Signal Interconnect – Cherry St. from Thornton Ave. to Stevenson Blvd.

Critical Issue	Quality of Life
Funding Source	Gas Tax
Estimated Cost	$125,000
Operating Impact	Minor Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	2006
Year Funded	2023-24

Existing conduit is in place between Mowry Avenue and Stevenson Boulevard and on Stevenson Boulevard between Interstate-880 and Cherry Street. Coordination with the City of Fremont will be necessary for all Stevenson Boulevard traffic signals. This project is a listed Transportation project in the Impact Fee nexus analysis.

Traffic Signal Interconnect – Newark Blvd. from Civic Terrace Ave. to SR-84

Critical Issue	Quality of Life
Funding Source	Gas Tax
Estimated Cost	$175,000
Operating Impact	Minor Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	2006
Year Funded	2023-24

This project is a listed Transportation project in the Impact Fee nexus analysis.

Traffic Signal Interconnect – Thornton Ave. from Sycamore St. to Cedar Blvd.

Critical Issue	Quality of Life
Funding Source	Gas Tax
Estimated Cost	$150,000
Operating Impact	Minor Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	2006
Year Funded	2023-24

This project is a listed Transportation project in the Impact Fee nexus analysis.

Traffic Signal Preemption – Phase 2

Critical Issue	Public Safety Services
Funding Source	Capital Funds
Estimated Cost	$200,000
Operating Impact	Minor Impact
Priority Level	Level Three
Implementing Department	Public Works – Engineering
Contact	Fajeau
Year First Proposed	2004
Year Funded	Not Funded

This project would complete the installation of signal preemption devices at remaining intersections Citywide to improve emergency response. The use of newer technology on a Citywide basis, including the replacement of existing preemption infrastructure also needs to be evaluated. This project is a listed Public Safety project in the Impact Fees nexus analysis (17.7% maximum funding).

Transition to Paperless Documents

Critical Issue	City Government Operations
Funding Source	Capital Funds
Estimated Cost	$13,000
Operating Impact	Minor Impact
Implementing Department	City Manager's Office
Contact	Hovorka
Year First Proposed	2014
Year Funded	2014-15

Tablets for City Council, City Manager, City Clerk, City Attorney and possibly, Assistant City Manager. Council has indicated the desire to increase efficiency by transitioning to paperless documentation for the Council Agenda Packets. This item would purchase the tablets and other accessories necessary to provide agenda packets to Council Members electronically.

Virtual History Museum

Critical Issue	Quality of Life
Funding Source	Capital Funds
Estimated Cost	$60,000
Operating Impact	No significant impact
Implementing Department	City Manager's Office
Contact	Gebhard
Year First Proposed	2018
Year Funded	2018-19

This project would provide for the development of a virtual history museum dedicated to providing access to Newark's rich history through a web-based platform.

Revenue Source Definitions

These revenue sources are broken into seven categories. Below are brief explanations of each category and revenue source.

CHARGES FOR SERVICES

These charges are commonly known as user fees. These are different from taxes in that the fees are paid directly by the party benefiting from the service. For example, residents pay a fee to participate in the softball program.

Recreation – Child Care Activity. Revenue generated from Licensed Child Care Program fees in order to recover cost of providing specific services provided at the Community Center.

Recreation – Community Center Building Rentals. Revenue generated from rental fee charges for the use of the Community Center, including wedding receptions, family parties, and community fundraisers.

Recreation – General Recreation Services. Revenue generated from fee charges from sports and physical fitness programs and activity fees in order to recover the costs of providing specific services. The City also receives fees from Activities Guide advertising.

Recreation – General Senior Center Activity. Revenue generated to partially offset programming costs for Newark's senior community, including a variety of classes in the arts, home safety, fitness, wellness, computer training, language, excursions, and many other activities.

Recreation – General Teen & Youth Activity. Revenue generated from a variety of youth and teen program fees to recover the costs of providing specific services.

Recreation – Preschool Activity. Revenue generated from Preschool Program fees in order to recover cost of providing specific services at the Silliman Activity Center.

Recreation – Silliman Activity Users Fee. Revenue generated from a variety of admission fees for the use of the Silliman Activity Center.

Recreation - Silliman Concession Operations. This revenue is generated by food and beverage sales for the convenience of customers while utilizing the amenities, programs, and services available at the Silliman Activity Center.

Recreation – Silliman Facility Rentals. Revenue generated from rental fee charges for the use of the Silliman Activity Center's gymnasium and community meeting room.

Recreation - Silliman General Aquatic Programs. This revenue is generated from fee charges for aquatic related programs such as swim lessons, aquatic exercise classes, birthday party packages, family special events, lifeguard certification courses, and camps. Revenue is collected to offset operational and maintenance costs associated with the Aquatic Center.

FINES AND FORFEITURES

Revenues resulting from regulatory or legal action that are punitive in nature and designed to discourage certain behaviors.

Court Fines. The City's apportionment of court fines collected and remitted by the County.

Vehicle Code Fines. The City's apportionment of fines and forfeitures collected by the County. These fines and forfeitures result from violations of the State Vehicle Code.

LICENSES, PERMITS, AND FEES

The City grants licenses and permits to allow businesses or residents to engage in certain activities. This revenue helps to offset the costs of maintaining the City's regulations.

Animal Licenses. Ownership or possession of a dog requires the purchase of a dog license. A certification of an anti-rabies vaccination is required to obtain a dog license.

Art in Public Places Fee. Charged to residential and commercial/industrial developments and construction projects that add over 10,000 square feet of space or that are located along major arterials as indicated in the General Plan map. The fees collected are used for the creation of artworks in public places and private development in a manner to offset the impacts of urban development.

Business Licenses and Registration. License and registration are required for all businesses operating in the City. A majority of businesses consist of commercial enterprises and professionals whose business license fees are based on gross receipts.

Code Enforcement Fee. Charged on an hourly basis for staff time expended on the abatement of zoning and building code violations.

Community Development Maintenance Fee. Charged on building permits (based on 0.5 percent of construction valuation) for the purpose of implementation and maintenance of the General Plan and Zoning Ordinance.

Construction (Building) Permits. Fee for the procurement of building permits that are required for construction projects. The fees are based on the nature of the project.

Development Impact Fees. Fees assessed to new residential, commercial, and industrial developers to be used for specific public safety, transportation, community development, park, and housing projects.

Encroachment (Street) Permits. Fee for staff review of the plans and field inspections for work in the public right-of-way performed under an encroachment permit.

Environmental Protection Fee (also known as Urban Run-Off Clean Water Fee). Charged to all parcels in the City and collected through the County tax rolls. This fee covers the City's costs to minimize storm water runoff pollution into San Francisco Bay. This is a mandated State and Federal program.

Franchise Fees. A fee that is usually levied on utility companies for their use of City streets (right-of-way) or for their exclusive franchise to provide services to residents. Newark imposes a 1% tax on the gross receipts from Pacific Gas and Electric Company; a 20% tax on the gross receipts from Waste Management of Alameda County, Inc. (from both residential and nonresidential customers); a 5% tax on the gross receipts of the cable television franchise; and an annual franchise fee of approximately $6,000 on the gas pipeline that runs through Newark.

Maintenance Fee. Charged for street barricading, sign removal from public right-of-way, and for neighborhood watch signs.

Other Licenses and Permits. Fees charged for licenses and permits not identified elsewhere. Examples include fees for alarm or dance permits.

Plan Checking Fee. Charged for staff review of plans and field inspections for subdivision construction.

Sale of Maps & Publications. Revenue derived from charges for the cost of photocopying public documents.

Senior Transportation Fee. Charged for the cost of providing transit services to seniors. The fee is subsidized by Measure B sales tax revenue.

Special Fire Fee. Charges for hazardous materials permits, hazardous materials responses, fire permits, etc.

Special Police Fee. Charges for responding to excessive false alarms, expenses related to cases involving driving under the influence, towing administration, etc.

Stormwater Quality Control Plan Review and Inspection Fee. Charges based on project size for staff review and field inspections of developers' plans and measures designed to minimize pollution of storm water due to construction activities.

Weed Abatement Fee. Charges for staff time and contract services for the annual weed abatement program.

Zoning Fee. Charges for discretionary land use reviews completed by an administrative process or through Planning Commission and City Council review.

OTHER REVENUES

Donations. Funds provided to the City by a private party to be used for a specific purpose.

Non-Government Contribution. Reimbursement of staff costs for the administration of project consultants.

Other Revenue. Other fees, charges, and/or reimbursements that are one-time or general in nature and do not fit into a specific revenue category. Included in this category is Waste Management's annual reimbursement of debt service payments.

POST Reimbursement. Funds provided by the Peace Officer Standards and Training (POST) program for education and training of police officers.

REVENUE FROM OTHER AGENCIES

The Federal Government, State of California, County of Alameda, and other public agencies provide funding to the City for specific programs.

County, Federal, and State Grants. Funding or contributions by the County or Federal and State agencies to support a particular program or function.

Gasoline Tax. Gas tax revenues provided by Sections 2105, 2106, 2107, and 2107.5 of the State of California's Streets and Highways Code. These revenues are expended for construction and maintenance of City streets.

Homeowners Relief. Replacement revenue of homeowners' property taxes by reason of exemption granted, as remitted by the State of California through Alameda County.

Vehicle In-Lieu. Prior to the 2004 Budget Act, this revenue was backfilled from the State's general fund. In November 2004, Proposition 1A was passed that eliminated the Vehicle License Fee backfill and replaced it dollar-for-dollar with property taxes. This revenue source will increase by the same percentage as the property tax assessed valuation. This category also includes the State apportionment of motor vehicle license fees.

REVENUE FROM USE OF MONEY AND PROPERTY

The City's money and property can grow in value when not being used for other purposes.

Investment Earnings. A revenue source resulting in the investment of temporary idle funds in interest-bearing accounts. The City has been investing these funds in the State of California's Local Agency Investment Fund, which is a professionally managed fund overseen by the State Treasurer's Office and California Asset Management Program (CAMP).

Rents and Concessions. Revenue derived from the rental of City property.

PROPERTY, SALES, & OTHER TAXES

Taxes are economically sensitive, and this category is the major source of revenues used to support basic City services.

Paramedic Tax. This special tax was approved as a ballot measure in June 1997 to provide funding for the City's firefighter/paramedic program. The paramedic tax is assessed per benefit unit which is based upon land use and is determined by a countywide survey of the demand for service generated by the land use.

Property Tax. California State Constitution Article XIIIA provides that the combined maximum property tax rate on any given property may not exceed 1% of its assessed value, unless an additional amount has been approved by voters. The County of Alameda assesses properties, bills, and collects these property taxes. The City's share, including all penalties and interest, is remitted by the County.

Property tax revenues of the City include:

Secured - A property tax that is levied on real property. Real property is immobile and includes land, natural resources, and fixed improvements to the land.

Unsecured - A property tax that is levied on personal property. Personal property is mobile and includes such tangible property as equipment and inventory.

Property Transfer Tax. This tax is levied at a rate of $1.10 per $1,000 of equity value transferred. Alameda County collects the tax and the City receives one-half. Revenues are dependent on how frequently the property is transferred and on the accrued value at the time of the transfer.

Sales and Use Tax. A 10.75% sales tax is levied against the gross sales price of most tangible property sold in Newark other than property sold for resale. Newark receives 0.5%, with the remaining 10.25% allocated to other agencies that include the State of California, County of Alameda, Bay Area Rapid Transit, and Alameda County Transit.

Transient Occupancy Tax. A 10% tax is levied on charges for occupancy of hotel and motel rooms. This tax compensates the City for indirect costs created by visitors, such as increased pollution and congestion. This tax is borne almost exclusively by nonresidents.

Utility User Tax. A 3.25% tax is levied on every person in the City using telecommunication services (including landline telephone and cell phone services), video services (including cable television), electricity and gas consumption. The tax rate for these services is 3.25% and expires on December 31, 2029.

STAFF REPORT

Item F. 1.

DATE	06/23/2022
TO	Honorable Mayor and City Council Members
FROM	Jennifer Solito, Human Resources Director
SUBJECT	Adopt Resolutions approving: 1) the Memorandum of Understanding with the Newark Association of Miscellaneous Employees; 2) the Memorandum of Understanding with the Newark Police Management Association; 3) the Compensation and Benefit Plan for the Confidential Employee Group; 4) the Compensation and Benefit Plan for the Management, Supervisory, and Professional Employee Group; and 5) an Amendment to the Employment Agreement with City Manager David Benoun to Serve as City Manager

RECOMMENDATION

Staff recommends that the City Council adopt resolutions approving: 1) the Memorandum of Understanding with the Newark Association of Miscellaneous Employees; 2) the Memorandum of Understanding with the Newark Police Management Association; 3) the Compensation and Benefit Plan for the Confidential Employee Group; 4) the Compensation and Benefit Plan for the Management, Supervisory, and Professional Employee Group; and 5) an amendment to the Employment Agreement with David Benoun to serve as City Manager.

EXECUTIVE SUMMARY

The current memoranda of understanding with the Newark Association of Miscellaneous Employees (“NAME”) and the Newark Police Management Association (“NPMA”) expire on June 30, 2022. City representatives met and conferred in good faith with the representatives of NAME and NPMA and have reached tentative agreements for successor memoranda of understanding as further outlined below. Staff recommends Council approval of resolutions approving the memoranda of understanding (MOUs).

Additionally, staff recommends approval of resolutions approving revised compensation and benefit plans for employees subject to the compensation and benefit plans for the Management, Supervisory, and Professional Employee Group (“MSPEG”) and the Confidential Employee Group (“CEG”) as further outlined below.

Finally, staff recommends approval of a resolution approving an amendment to the City Manager’s employment agreement following labor negotiations with the City Manager and City Council in which Mayor Nagy served as labor negotiator for the City.

BACKGROUND

The City is a party to two existing MOUs with NAME and NPMA, respectively. Each MOU covers the period of July 1, 2019 through June 30, 2022. In advance of the expiration of the existing MOUs, staff has been negotiating in good faith for successor MOUs with both NAME and NPMA. The City has reached tentative agreements on matters related to wages, hours, and other terms and conditions of employment with NAME and NPMA, consistent with authority provided by the City Council.

Concurrently with negotiations, staff analyzed the existing MSPEG and CEG compensation and benefit plans and recommends revisions to those plans.

Finally, the City Council designated Mayor Nagy to serve as a labor negotiator for the City Council to consider the City Manager's compensation and employment agreement. The City Attorney has prepared an amendment to reflect the proposed revision to compensation for the City Manager.

DISCUSSION/ANALYSIS

Below is a relevant summary of the proposed MOUs, compensation and benefit plans, and amendment to the City Manager employment agreement.

NAME MOU:

The City and NAME have been negotiating a successor to the existing MOU over multiple months. The proposed MOU with NAME is for a three year period from July 1, 2022 through June 30, 2025. The members of NAME ratified the proposed MOU on May 10, 2022.

The proposed MOU includes the following new significant provisions:

General Salary Increase and Other Compensation:
· A four percent (4.0%) general salary increase on July 1, 2022, and three percent (3.0%) general salary increases on July 1, 2023, and July 1, 2024 for a cumulative ten percent (10.0%) general salary increase over the term of the MOU.

Cafeteria Plan for Medical, Dental and Vision Insurance:
· An increase of 2% per plan year to the City's contributions to each eligible NAME employee's cafeteria plan for use towards medical, dental and vision insurance, as well as pro-ration of the plan benefits for regular, permanent staff working less than 30 hours per week, an amount equal to the following:

Effective for the 2022 plan year:

For Regular Full-Time Employees and Regular Part-Time 30-35 hours:
Employee Only: $878
Employee + 1 Dependent: $1,755
Employee + 2 or more Dependents: $2,318

For Regular Part-Time Employees working 20-25 hours:
Employee Only: $439-$549
Employee + 1 Dependent: $878-$1,097
Employee + 2 or more Dependents: $1,159-$1,449

Effective for the 2023 plan year:

For Regular Full-Time Employees and Regular Part-Time 30-35 hours:
Employee Only: $896
Employee + 1 Dependent: $1,790
Employee + 2 or more Dependents: $2,364

For Regular Part-Time Employees working 20-25 hours:
Employee Only: $448-$560
Employee + 1 Dependent: $895-$1,119
Employee + 2 or more Dependents: $1,182-$1,478

Effective for the 2024 plan year:

For Regular Full-Time Employees and Regular Part-Time 30-35 hours:
Employee Only: $913
Employee + 1 Dependent: $1,826
Employee + 2 or more Dependents: $2,412

For Regular Part-Time Employees working 20-25 hours:
Employee Only: $457-$571
Employee + 1 Dependent: $913-$1,141
Employee + 2 or more Dependents: $1,206-$1,507

Effective for the 2025 plan year:

For Regular, Full-Time Employees and Regular Part-Time 30-35 hours:
Employee Only: $932
Employee + 1 Dependent: $1,862
Employee + 2 or more Dependents: $2,460

For Regular Part-Time Employees working 20-25 hours:
Employee Only: $466-$582
Employee + 1 Dependent: $931-$1,164
Employee + 2 or more Dependents: $1,230-$1,537

Other Miscellaneous Revisions:
· Implementation of Flexible Spending Account voluntary benefits effective January 1, 2023.
· Increase in life insurance coverage from $20,000 to $50,000.
· Amendment to tuition reimbursement to allow excess annual funds to be used for individual claims above the employee limit, if funds remain at the end of the benefit

year.
· Amendments to the sick leave and personal leave provisions to allow sick leave to be used for medical appointments, and the elimination of the medical leave provision.
· Convert the birthday holiday to a floating holiday.
· Extend bereavement leave upon the loss of a child.
· Amend the process for vacation and compensatory time cash out.
· Various non-economic amendments to streamline language and provide consistency with other City policies and procedures.
· Other non-substantive, clean-up revisions that largely match the parties' existing practice.

NPMA MOU:

The City and NPMA have been negotiating a successor to the existing MOU over multiple months. The proposed MOU with NPMA is for a three year period from July 1, 2022 through June 30, 2025. The members of NPMA ratified the proposed MOU on June 8, 2022.

The MOU includes the following new significant provisions:

General Salary Increase and Other Compensation:
· NPMA employees will receive the same general salary increase provided to NAME employees.
· Salary ranges will be adjusted so that the minimum of the range is 20% below the top of the current range maximum.
· The general performance-based merit increase is adjusted to 5%.

Cafeteria Plan for Medical, Dental and Vision Insurance:
· The NPMA MOU provides for the same benefits to NPMA employees as provided to each eligible NAME employee's cafeteria plan for use towards medical, dental and vision insurance.

Longevity Pay:
Effective July 1, 2022, the regular full-time employees in the classification of Police Captain are eligible for longevity pay as follows:

Upon commencement of 10 years of service - 2.5% salary increase
Upon commencement of 15 years of service - 5.0% salary increase
Upon commencement of 20 years of service - 7.5% salary increase

Regular full-time employees in the classification of Police Lieutenant are also eligible for longevity pay as outlined above; however, it will be phased in over the term of the proposed MOU as follows: eligible Police Lieutenants will receive 50% of longevity pay between July 1, 2022 and June 30, 2023; 75% of longevity pay between July 1, 2023 and June 30, 2024; and full longevity pay starting July 1, 2024.

Education Incentive Pay:
Full-time permanent employees in the classifications of Police Lieutenant and Police

Captain are eligible to receive one of the following education incentive pays:

Eligible employees meeting the below listed educational requirements will receive an additional 5% above base salary:
- Bachelor's degree, in conjunction with the successful completion of and obtaining the California Commission on Peace Officer Standards and Training (CA POST) Supervisory Certificate.

Eligible employees meeting the below listed educational requirements will receive an additional 7% above base salary:
- Bachelor's degree, in conjunction with the successful completion of one of the following additional educational programs:
  - CA POST Management Program
  - FBI National Academy
  - CA POST Command College
  - Naval Post Graduate Academy
  - Master's Degree, Juris Doctorate or PhD

Education incentive pay will be phased in over the term of the proposed MOU for the Police Lieutenant classification. The Police Lieutenant will receive 50% of their eligible education incentive pay between July 1, 2022 and June 30, 2023; 75% of their eligible education incentive pay between July 1, 2023 and June 20, 2024; and will be eligible to receive the full education incentive pay starting July 1, 2024.

An employee promoted from Police Sergeant who at the time of promotion is receiving education incentive pay shall continue to receive that payment for a period of up to four years (4) from the date of the promotion. If the employee has not qualified for the education incentive pay under the terms of this section within four years (4) of the date of promotion, the employee's education incentive pay shall be terminated. This provision provides an opportunity for Police Sergeants who promote to NPMA sworn classifications to continue their existing education pay incentive while working towards eligibility for NPMA education pay.

Other Miscellaneous Revisions:
· Uniform allowance to certain non-sworn classifications of $45 per month.
· Increase in the holiday-in-lieu pay from 5% to 7%.
· Implementation of Flexible Spending Account voluntary benefits effective January 1, 2023.
· Increase in life insurance from $20,000 to $50,000.
· Convert the birthday holiday to a floating holiday.
· Extend bereavement leave upon the loss of a child.
· Amend the process for general leave time cash out provisions.
· Various non-economic amendments to streamline language and provide consistency with other City policies and procedures.
· Other non-substantive, clean-up revisions that largely match the parties' existing practice.

Unrepresented Management, Supervisory, and Professional Employee Group:

The City Council adopted the current Compensation and Benefit Plan (the “Plan”) for MSPEG in 2019.

The proposed Plan for MSPEG includes the following new significant provisions:

General Salary Increase and Other Compensation:
· MSPEG employees will receive the same general salary increases provided to NAME employees.
· Salary ranges will be adjusted to provide that the minimum of the range is 20% below the top of the current range maximum. Salary ranges will be maintained for management classifications.
· Salary steps will be implemented for supervisory and professional classifications, consisting of five salary steps, each with a 5% differential, with the maximum step being equivalent to the current range maximum of each impacted classification.
· The general performance-based merit increase is adjusted to 5%.
· Increase in salary ranges for the City Clerk, Deputy Community Development Director and the Economic Development Manager positions to ensure that the compensation for those positions is equitable in comparison to the City’s comparable cities.
· Amendments to address compaction, including increases to the salary range for Assistant City Manager and Police Chief, and making the Police Chief eligible to receive Longevity Pay and Education Incentive Pay consistent with the NPMA MOU.
· Removal of reference to City Officials on cover page as elected officials' benefits are governed by Newark Municipal Code.

Cafeteria Plan for Medical, Dental and Vision Insurance:
· The proposed Plan provides for the same increase as provided to each eligible NAME employee’s cafeteria plan for use towards medical, dental and vision insurance.

Other Miscellaneous Revisions:
· The proposed Plan provides for the same miscellaneous revisions as those provided in the NPMA MOU.

Confidential Employee Group:

The City Council adopted the current Plan for the Confidential Employee Group in 2019. The proposed Plan with the Confidential Employee Group has nearly identical revisions from the previous Plan as those identified in the Plan for the MSPEG.

City Manager Employment Agreement:

The City Council appointed David J. Benoun to serve as the City Manager of Newark effective as of December 29, 2018; and the City and Mr. Benoun entered into an employment agreement. The employment agreement established Mr. Benoun’s initial annual base salary at $244,092 per year.

The City Council has conducted annual performance evaluations of Mr. Benoun since his initial appointment as City Manager and following the conclusion of Mr. Benoun’s

most recent performance evaluation, the City Council designated Mayor Nagy as labor negotiator to discuss a merit increase for Mr. Benoun.

The City Council has had an opportunity to consider a potential merit increase for Mr. Benoun. Staff has prepared an amendment to the employment agreement which establishes a 14.7% merit increase in annual base salary, effective as of July 1, 2022. This increase is designed to address positive performance, lack of previous merit-based adjustments, inequity with the labor market, and internal compaction. Mr. Benoun has not received a merit increase during his tenure as City Manager since his December 29, 2018 appointment. In fact, during his approximately ten years of employment with the City and directly reporting to the City Council, Mr. Benoun has only sought and received one merit increase, which was at the rate of 2%. In regards to inequity in the labor market, a salary survey was prepared in April, 2022, which indicated that Mr. Benoun's compensation was 19.3% below market. The proposed 14.7% merit increase would still place him below market. However, this merit increase does address the internal compaction issues by placing the City Manager's salary 13.8% above the current maximum salary for Director positions (not including proposed July 1, 2022 increases for Director positions).

If the proposed amendments to the MSPEG Compensation and Benefit Plan and the City Manager employment agreement are approved as part of this report, this would place the City Manager's total compensation salary 10.6% above his highest compensated direct report (Police Chief) on July 1, 2022, not including any merit increases the Police Chief may receive in 2022. The City Manager's proposed actual total compensation would be nearly equivalent to the maximum potential total compensation of a Police Chief.

Other provisions of the employment agreement remain unchanged, including general salary increases and benefits included in the MSPEG compensation and benefit plan, providing Mr. Benoun with the same general salary increases and health benefits as other City employees.

FISCAL IMPACT

The fiscal impacts of the various actions over a three year term are estimated as follows:

1) NAME MOU: $702,000
2) NPMA MOU: $1.4 million
3) MSPEG AND CEG Plans: $2 million
4) City Manager Employment Agreement Amendment: $281,500

REVIEW AND APPROVAL

Prepared by – Jennifer Solito, Human Resources Director
Lenka Hovorka, Assistant City Manager
Kristopher J. Kokotaylo, City Attorney
Reviewed by – David J. Benoun, City Manager
Approved by – Kristopher J. Kokotaylo, City Attorney

Attachments

Reso_NAME MOU
Exhibit A: NAME MOU
Exhibit B NAME MOU track changes
Reso NPMA MOU
Exhibit A NPMA MOU
Exhibit B NPMA MOU track changes
Reso CEG C&B Plan
Exhibit A CEG C&B Plan
Exhibit B CEG MOU track changes
Reso MSPEG C&B Plan
Exhibit A MPSEG C&B Plan
Exhibit B MSPEG MOU track changes
Reso City Mgr Agrmt
City Manager Agreement 2018
City Mgr Agrmt Amendment

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AND ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NEWARK AND THE NEWARK ASSOCIATION OF MISCELLANEOUS EMPLOYEES, AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING AND APPROVING AN AMENDMENT TO THE CITY'S SALARY SCHEDULE IN CONFORMANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

WHEREAS, the current Memorandum of Understanding between the City of Newark (the "City") and the Newark Association of Miscellaneous Employees ("NAME") expires on June 30, 2022; and

WHEREAS, the City and NAME entered into negotiations for a successor memorandum of understanding; and

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500, *et seq.*) and the Newark Municipal Code, the City Manager or his designee, as authorized by the City Council, has met and conferred in good faith with the representatives of NAME on matters related to wages, hours, and other terms and conditions of employment; and

WHEREAS, the representatives of the City and NAME have reached a tentative agreement to a successor Memorandum of Understanding dated July 1, 2022 (the "MOU"), attached hereto and incorporated herein by this reference as Exhibit A with a redlined version of the prior MOU attached hereto as Exhibit B for general reference only; and

WHEREAS, the membership of NAME ratified the agreement as of May 10, 2022; and

WHEREAS, the City Council finds that the terms and conditions of the MOU are proper and in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby approves and adopts the MOU for NAME, effective July 1, 2022 and authorizes the City Manager to execute the MOU and to take such further actions as may be necessary to implement the MOU including any necessary non-substantive modifications.

BE IT FURTHER RESOLVED that if any provisions contained herein are found to be in conflict with provisions of any other previous resolutions pertaining to the NAME MOU, the provisions herein shall prevail.

BE IT FURTHER RESOLVED that the City Council hereby approves an amendment to the City's Salary Schedule to reflect the revisions in compensation provided pursuant to the MOU, effective July 1, 2022.

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF NEWARK

AND

NEWARK ASSOCIATION OF MISCELLANEOUS EMPLOYEES

JULY 1, 2022

THROUGH

JUNE 30, 2025

ADOPTED

June 23, 2022

Resolution No.

TABLE OF CONTENTS

Section		Page
I.	Recognition	1
II.	Term	1
III.	Definitions	1
IV.	Salary Increase	2
V.	Benchmark Classifications	2
VI.	Health and Welfare Programs	3
VII.	Boot & Jacket Reimbursement and Uniform Allowance	6
VIII.	Hours of Work	7
IX.	Retirement Benefits	9
X.	Vacation Leave	10
XI.	Sick Leave	13
XII.	Personal Leave	16
XIII.	Leave of Absence Without Pay	16
XIV.	Overtime	17
XV.	Acting/Special Assignment Pay	19
XVI.	Holidays	19
XVII.	Bereavement Leave	21
XVIII.	Educational Reimbursement of Tuition Fees & Book Costs	21
XIX.	Personnel Reduction Procedure	22
XX.	Grievance Procedure	23
XXI.	Management Rights Clause	25

XXII.	Implementation of Section 414(h) (2) of the United States Internal Revenue Code	25
XXIII.	Full Understanding, Modification and Waiver	26
XXIV.	Separability	26

ATTACHMENTS

A	Regular Full-Time / Part-Time Classifications
B	Salary List

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF NEWARK
AND THE
NEWARK ASSOCIATION OF MISCELLANEOUS EMPLOYEES

I. RECOGNITION

The City recognizes the Newark Association of Miscellaneous Employees (NAME), herein referred to as the "Association," as the majority representative for regular full-time and regular part-time miscellaneous employees in the classifications listed in Attachment A. The City also recognizes the Association as the majority representative for any new classifications, which should be assignedto the representation unit by the City Manager.

II. TERM

This agreement shall be in effect from July 1, 2022 through June 30, 2025.

III. DEFINITIONS

A. "Base Salary." The term "base salary" shall mean salary, excluding benefits.

B. "Compensation Base." The term "compensation base" shall mean the total compensation for regular full-time classifications including consideration for base salary, City's payment of any portion of the employee's contribution to PERS, medical premium, dental premium, vision care, long term and/or short term disability. Total compensation offers choices for employees to select benefit plans suitable to individual needs.

C. "Employees." The term "employees" shall mean those regular full-time and regular part-time employees of the City of Newark occupying classifications represented by the Association. Only those provisions of this Memorandum of Understanding that specifically refer to regular part-time employees shall apply to regular part-time employees.

D. "Flexible Benefit Plan." The term "Flexible Benefit Plan" means a Plan established by the City of Newark pursuant to Section 125 of the Internal Revenue Code to allow employees to pay for medical, dental and vision premiums as a before-tax conversion of salary.

E. "Regular Part-Time Employees." The term "regular part-time employees" shall mean those employees of the City of Newark who are scheduled to work less than 38 hours per week but at least 20 hours per week on a year-round continuous basis occupying positions specifically authorized as "regular part-time" by the City Manager.

F. "Retirement System." The term "retirement system" shall mean the PERS retirement system as made applicable to the City of Newark under the provisions of the Public Employees' Retirement Law (California Government Code Section 20000, et seq.)

G. "Seniority." The term "seniority" shall mean an employee's date of employment adjusted for any absence without pay of thirty (30) calendar days or more, not including protected leaves. When a leave of absence without pay is 30 days or more, not including protected leaves, adjustments to seniority shall be made by deducting one month of seniority for each month of absence without pay. In calculating seniority adjustments, seniority will not be granted for anymonths where an employee was not actually working or on compensated leave for at least one-half the regularly scheduled workdays in a month. Seniority shall be used for computation of vacation accrual rates, application of layoff procedures, and calculation of anniversary dates. When an employee's status is changed from regular part-time to regular full-time, the employee's seniority as a regular full-time employee shall include prorated service credit for service as a regular part-time employee. Prorated service shall be determined based on the employee's authorized work schedule of half-time or three-quarter time. (Example: Ten years of part-time service in an authorized half-time position would count as five years full-time service credit and in an authorized three-quarter time position would count as 7.5 years full-timeservice credit). The employee's seniority shall be adjusted to include the prorated service credit.

IV. SALARY INCREASE

A. General Salary Increase:

The salary steps for all classifications represented by the Association shall be increased as follows:

a. Effective July 1, 2022, salary increase shall be four percent (4.0%)
b. Effective July 1, 2023, salary increase shall be three percent (3.0%)
c. Effective July 1, 2024, salary increase shall be three percent (3.0%)

V. BENCHMARK CLASSIFICATIONS

A. The City and Association agree that the following list of Benchmark Classifications will be used by the City for the purpose of compensation surveys of similar labor market classifications within the cities of Foster City, Fremont, Hayward, Livermore, Menlo Park, Milpitas, Pleasanton, Redwood City, San Leandro, and Union City.

Benchmark Classification	Newark Classification
Accounting Assistant II	Accounting Assistant I/II
	Cashier
	Collections Assistant
Building Inspector II	Building Inspector I/II
	Community Preservation Specialist
	Engineering Technician III
	Public Works Inspector
	Senior Building Inspector
	Vehicle Abatement Officer
Administrative Support Specialist II	Admin. Support Specialist I/II
	Senior Administrative Support Specialist

Engineering Technician I	Engineering Aide I Engineering Technician I/II Field Assistant Permit Technician
Information Technology Technician II	Information Technology Technician I/II
Equipment Mechanic II	Building Mechanic I/II Equipment Mechanic I/II General Laborer Landscape Inspector Landscape & Parks Maintenance Worker I/II Street Maintenance Worker I/II Street Maintenance Worker Lead Senior Building Mechanic Senior Equipment Mechanic Senior Landscape Inspector Senior Landscape & Parks Maintenance Worker Senior Street Maintenance Worker
Recreation Coordinator	Aquatic Activities Specialist Aquatics Coordinator Child Care Instructor Lead Child Care Instructor Recreation Coordinator Youth Instructor I/II

VI. HEALTH AND WELFARE PROGRAMS

A. Medical Insurance

1. The contribution by the City toward monthly premiums for health and welfare programs of employees represented by the Association shall be the Minimum Employer Contribution as determined by CalPERS for employers under the Public Employees' Medical and Hospital Care Act (PEMHCA). In the event that an employee elects to waive participation in the Program, that amount will be paid to the employee as part of the Cash-in-Lieu benefit as provided below in Section 4. The employee shall execute a waiver in the event the employee elects not to participate in the PERS Health Benefit Program or cancel participation after enrollment.

2. The City agrees to maintain a cafeteria plan under Section 125 of the Internal Revenue Code (IRC). The cafeteria plan allows employees to voluntarily reduce salary in an amount equal tothe actual premiums for the PERS Health Plan, City-administered dental insurance and/or vision insurance as a before-tax conversion of salary. In the event of changes in law affecting the Flexible Benefit Plan, the City agrees to meet and confer with the Association regarding the impact of such changes.

3. Effective for the 2022 plan year, the City shall contribute to each eligible NAME employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

   For Regular Full-Time Employees and Regular Part-Time 30-35 hours:

   Employee Only: $878
   Employee + 1 Dependent: $1,755
   Employee + 2 or more Dependents: $2,318

   For Regular Part-Time Employees working 20-25 hours:

   Employee Only: $439 - $549
   Employee + 1 Dependent: $878 - $1,097
   Employee + 2 or more Dependents: $1,159 - $1,449

   Effective for the 2023 plan year, the City shall contribute to each eligible NAME employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

   For Regular Full-Time Employees and Regular Part-Time 30-35 hours:

   Employee Only: $896
   Employee + 1 Dependent: $1,790
   Employee + 2 or more Dependents: $2,364

   For Regular Part-Time Employees working 20-25 hours:

   Employee Only: $448 - $560
   Employee + 1 Dependent: $895 - $1,119
   Employee + 2 or more Dependents: $1,182 - $1,478

   Effective for the 2024 plan year, the City shall contribute to each eligible NAME employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

   For Regular Full-Time Employees and Regular Part-Time 30-35 hours:

   Employee Only: $913
   Employee + 1 Dependent: $1,826
   Employee + 2 or more Dependents: $2,412

   For Regular Part-Time Employees working 20-25 hours:

   Employee Only: $457 - $571
   Employee + 1 Dependent: $913 - $1,141
   Employee + 2 or more Dependents: $1,206 - $1,507

Effective for the 2025 plan year, the City shall contribute to each eligible NAME employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:
For Regular, Full-Time Employees and Regular Part-Time 30-35 hours:

Employee Only: $932
Employee + 1 Dependent: $1,862
Employee + 2 or more Dependents: $2,460

For Regular Part-Time Employees working 20-25 hours:

Employee Only: $466 - $582
Employee + 1 Dependent: $931 - $1,164
Employee + 2 or more Dependents: $1,230 - $1,537

4. **Cash-in-Lieu and Cafeteria Plan Cash Back:** Employees electing not to participate in the City's cafeteria plan and waiving all medical, dental, and vision benefits, will receive $450 "cash-in-lieu" of benefits, which includes the PEMHCA minimum per section A.1 above. Employees who participate in the cafeteria plan but who do not utilize the full benefit allowance, may receive up to $450 per month of any money not used for the purchase of employer-offered benefits. Cash-in-lieu and cafeteria plan "cash back" will be paid to the employee in taxable compensation.

   For Regular Part-Time Employees working 20-25 hours this amount will be $225 - $281.

5. City and Association agree that in the event of any additional federal or state mandates requiringemployer contributions for health care coverage, the City and Association shall reopen the memorandum of understanding to meet and confer on the issue of health care premiums and itsimpact on total compensation.

6. The City may explore alternatives to the CalPERS health program, in the interest of offering comprehensive and competitively priced health insurance alternatives to employees.

B. Life Insurance

The City agrees to provide $20,000 term life insurance coverage for regular full-time and regular part-time employees. Effective July 1, 2022, this amount will increase to $50,000 for regular full-time and regular part-time employees. The Association agrees that the total compensation base does not include premiums for life insurance paid by labor market cities. Additional life insurance can be purchased at the employee's option on an after-tax payroll deduction basis.

C. Vision Care

The City will continue to offer a family coverage vision plan to Association members. Association members will cover all costs.

D. Dental Care

The City will continue to offer a family coverage dental plan to Association members. Association members will cover all costs.

E. Long-Term Disability

The City will continue to offer a long-term disability plan to association members on an after-tax payroll deduction basis. Association members will cover all costs.

F. Wellness

1. Employees and their spouses or registered domestic partners and up to 2 children or grandchildren living in the same household, 26 years of age and under, may use the gym, exercise equipment and aquatic facilities (excluding classes and facility rentals) at the Silliman Community Activity and Family Aquatic Center free of charge.

2. Employees, their spouses or registered domestic partners, and their children and grandchildren 26 years of age and under, will receive resident rates for class registration and facility rentals.

VII. BOOT & JACKET REIMBURSEMENT AND UNIFORM ALLOWANCE

A. Boot & Jacket Reimbursement

Employees in the positions of Building Inspector I/II, Building Mechanic I/II, Engineering Aide I, Community Preservation Specialist (if serving more than 50% of work time in the field), Engineering Technician I (if serving more than 50% of work time in the field), Equipment Mechanic I, Equipment Mechanic II, Field Assistant, General Laborer, Landscape Inspector, Landscape & Parks Maintenance Worker I/II, Public Works Inspector, Senior Building Inspector, Senior Building Mechanic, Senior Equipment Mechanic, Senior Landscape Inspector, Senior Landscape & Parks Maintenance Worker, Senior Street MaintenanceWorker, Street Maintenance Worker I/II, and Street Maintenance Worker Lead, will be eligible for a sum of $350 annually with the condition that the boots and jacket (if weather conditions warrant) be worn as part of the employee's uniform. If the City is unable to establish a purchase order system with an outside vendor, payment will be made as a reimbursement for a sales slip or proof of purchase dated during the term of this agreement. Employees are encouraged to request written pre-approval of reimbursement eligibility, prior to purchasing any items.

B. Employer Provided Uniforms

A uniform shall be provided to specified positions under this agreement. Employees are required to adhere to the respective Department's regulations regarding prescribed uniforms and requirements for uniforms to be clean and in good condition. The employer shall have the responsibility to purchase, launder and make any repairs in order to adhere to Department policies.

C. Vehicle Abatement Officer

Upon appointment to the classification of Vehicle Abatement Officer, a full-time regular employee shall be reimbursed by the City for the purchase of City-approved uniform and equipment up to an amount equal to the maximum of the annual uniform allowance in effect on the date of appointment to Vehicle Abatement Officer. Reimbursement shall be made upon receipt of evidence of purchase. Upon completion of 12 months of continuous active employment or upon reinstatement, Vehicle Abatement Officers shall receive a monthly uniform allowance of $100. If the employment of a Vehicle Abatement Officer is terminated before completion of the probationary period or 18 months of service, whichever is longer, uniforms and equipment purchased by the City through reimbursement pursuant to this provision shall be returned to the City.

VIII. HOURS OF WORK

A. Workweek

A standard workweek for employees represented by the Association shall be 40 hours per week with days and times set at the sole discretion of the department head and City Manager.

The workweek begins at 12:01 a.m. Sunday morning and ends at 12:00 midnight on Saturday for all employees who do not work a 9/80 schedule. The workweek begins at the mid-point of the employee's eight hour day for employees who work a 9/80 schedule. The beginning and end date and time of the workweek must remain consistent.

B. Work Schedules

Each employee must complete a Work Schedule Agreement form upon hire and whenever their permanent work schedule changes.

Work schedules are governed by the Guidelines for the Alternate Work Schedule for NAME, Confidential, and Management, Supervisory, and Professional Employees and other applicable Administrative Guidelines.

The City reserves the right and shall have the authority to discontinue the alternate work schedule for any reason at any time at its sole discretion.

C. Changes in Work Schedule

1. Employees may make special requests for days off or a change to their work schedule by discussing the change with their supervisor for approval.

2. In all cases in which an employee and their supervisor agree on a temporary schedule change lasting more than one workweek, the schedule change shall be agreed upon in writing and in advance of the implemented change.

3. Within a workweek, if an employee or supervisor request a temporary schedule change, "flex time", the requestor must make a written request and the response must also be in writing, indicating agreement or not. As a general practice, flex time may not be used to avoid an employee's use of leave for time off requests or to avoid overtime.

   In rare instances, employees may be asked or required to work on their day off. If this occurs, the member will be compensated in accordance with the existing MOU and FLSA.

4. If the employee is reassigned to a different work schedule, the department head, whenever possible, will give the employee advance notice of at least two weeks.

D. Holiday Work Schedule

City offices will be closed during the December holiday season. Non-essential employees, as determined by the City Manager, shall participate in a four-day furlough. The City Manager may authorize continuation of some critical services.

1. Employees may use vacation leave, holidays (if applicable), leave credits (if applicable), and/or leave of absence without pay during the four-day furlough.

2. Eligible employees on leave of absence without pay due to the furlough shall be paid holiday pay for holidays occurring during the furlough. Employees on an approved leave of absence without pay that started before December 10 and extends through the last full pay period in the calendar year and will not be eligible for holiday pay.

3. Employees may be called back by the City Manager, or designee, as deemed necessary to protect public safety and essential City operations. Every effort shall be made not to call back employees who indicate they will be on vacation and desire not to be called back during the furlough.

4. Employees called out shall be entitled to pay in accordance with the call-out provision in the MOU.

5. Employees who elect a leave of absence without pay for the furlough may request up to a four-day salary advance. Repayment of a salary advance for the furlough may be spread over a period of time provided that:

    a. there is two weeks advance notice to payroll;

    b. the salary advance is fully repaid no later than the last full pay period of the calendar year, so all payments occur within the same calendar and fiscal year of the furlough; and

    c. payments begin no earlier than July 1 of the impacted calendar year.

    Salary advances for regular part-time employees may be up to the amount of hours the employee is regularly scheduled to work during non-furlough workweeks.

    d. This salary advance must be requested by June 1 preceding the furlough. Effective at the start of this term of memorandum, the following phase-in period will apply to the salary continuation program, in order to achieve the goal of repayments occurring within the same fiscal year and calendar year:

        a. December 2022 furlough repayment – begins July 2022, must be fully repaid by March 2023.
        b. December 2023 furlough repayment – begins July 2023, must be fully repaid by the first pay period December 2023.
        c. December 2024 furlough repayment – begins July 2024, must be fully repaid by the first pay period December 2024.

6. The floating holiday may be used during the furlough. Association members who are on an alternate work schedule and whose regular day off occurs on a City holiday will accrue eight (8) hours of holiday leave per holiday. Those members may apply the accrued holiday(s) leave toward furlough as long as the holiday(s) is accrued prior to use.

7. Benefits will not be affected by the furlough and leave and seniority will continue to accrue without deduction or penalty during the furlough period. Nothing in this agreement shall reduce the base salary of employees.

8. Employees without sufficient salary to cover deductions for health care or other similar deductions are required to pay for these deductions no later than December 15 of each year. Deductions from salary will be made in the following order: 1) mandatory deductions, 2) health and welfare deductions, 3) judgments, 4) deferred compensation, 5) credit union deductions, 6) association dues. If a different order of priority is desired, employees should contact the Finance Department.

IX. RETIREMENT BENEFITS

A. Classic Members

1. All regular full-time and regular part-time NAME members who were appointed prior to January 1, 2013 and all "Classic Members" (as defined by CalPERS) are referred herein either as "Classic Members" or as "Classic".

2. Classic Members shall be provided the 2.5% at 55 formula in accordance with Government Code Section 21354.4 and the Public Employee's Pension Reform Act of 2013.

3. All Classic Members will contribute the employee contribution rate of eight percent (8%) for the 2.5% at 55 retirement benefit.

4. Additional Contribution Towards Employer Rate.

   a. In addition, if the CalPERS Miscellaneous Plan employer actuarial rate for the 2.5% at 55 formula exceeds 10.00% to a maximum of 16.936%, all Classic Members will contribute a percentage of salary towards the employer rate sufficient to equally share in the cost with the City. In the event that the employer rate for Classic Members exceeds 16.936%, the City shall be responsible for any increase above 16.936%. In subsequent years of the pay plan, if the rate over 10.00% decreases the percentage of salary that Classic Members contribute towards the employer rate will be reduced by the above formula. Employer rate reductions below 10.00% will not be shared under the above formula.

   b. The following is for illustrative purposes only:

      If the CalPERS Miscellaneous Plan 2.5% at 55 formula employer actuarial rate increased by 3.00%, each Classic Member would contribute an additional 1.50% of their salary to pay towards the employer rate for the retirement benefit. The City would then be responsible for matching the additional 1.50%. If during the subsequent years of this pay plan, the ratedecreased by 3.00%, each Classic Member would no longer contribute the additional 1.50% of their salary towards the employer rate to pay for the retirement benefit.

B. PEPRA Members

1. Regular full-time and regular part-time NAME members who were appointed on or after January 1, 2013 and who are "PEPRA Members" (as defined by CalPERS) will contribute half the normal cost of the 2.0% at 62 plan as required by the Public Employee's Pension Reform Act of 2013.

2. Additional Contribution Towards Employer Rate.

   a. In addition, PEPRA Members will contribute the same percentage for the employer rate as Classic Members pay

   b. The following is for illustrative purposes only:

      If Classic Members pay 3.468% of the employer rate, PEPRA Members will pay a total of 3.468% of the employer rate. If the employee rate for PEPRA Members is 6.75%, in this example PEPRA Members would pay the 6.75% employee rate plus an additional 3.468% towards the employer rate for a total of 10.218%.

3. Notices of increases or decreases in the CalPERS Miscellaneous Plan employer actuarial rate will be provided to an Association Representative in advance of the effective date.

4. The City agrees to continue the Indexed level 1959 survivor benefit option. The group members agree that any costs now or in the future for the Indexed level 1959 survivor benefit will be paid by the members.

X. VACATION LEAVE

In accordance with the Personnel Ordinance and Personnel Rules and Regulations, annual vacation leave entitlement shall be as follows:

A. Regular Full-Time Employees

Beginning on the 90th day of employment, regular full-time employees shall be eligible to earn vacation leave. Upon the completion of said period of service, regular full-time employees shall be credited with twenty (20) hours of vacation leave, and shall thereafter accrue vacation leave at the rate provided below:

Years of Completed Service	Full-Time work schedule
Less than five (5) years	6.667 hrs/month
5 through 9	10.000 hrs/month
10 through 14	13.334 hrs/month
15 through 19	14.667 hrs/month
20 or more	16.667 hrs/month

Regular full-time employees who separate from City service after 90 days of employment shall be paid for that part of vacation accumulation that remains unused at the time of termination. Payment for unused vacation shall be made at the rate of pay in effect for such employees at the time of separation. Regular full-time employees who terminate from City service prior to the completion of said 90 day period shall not be entitled to compensation for vacation leave, as none has been accrued.

An eligible employee must be actively at work, on certain protected leaves, or on a leave with pay for at least one-half the regularly scheduled work days in a month to accrue vacation leave credit for that month.

B. Regular Part-Time Employees

Beginning on the 90th day of employment, regular part-time employees shall be credited with 10-12.5 hours of vacation leave for 20-25 hour employees, or 15-17.5 hours of vacation leave for 30-35 hour employees and shall thereafter accrue vacation leave at the rate provided below:

Years of Completed Service	20-25 hour work schedule	30-35 hour work schedule
Less than five (5) years	3.334-4.167 hrs/mo	5.000-5.834 hrs/mo
5 through 9	5.000-6.250 hrs/mo	7.500-8.750 hrs/mo
10 through 14	6.667-8.334 hrs/mo	10.000-11.667 hrs/mo
15 through 19	7.334-9.167 hrs/mo	11.000-12.834 hrs/mo
20 or more	8.334-10.417 hrs/mo	12.500-14.584 hrs/mo

Effective July 1, 2010, proration of RPT vacation leave will be based on actual hours worked or budgeted to work. For example, an RPT employee with one year of City service who works 35 hours per week will receive 5.834 hours of vacation per month. An RPT employee who works 24 hours per week will receive 4.0 hours of vacation per month. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

For payroll implementation, hours/accruals in excess of those based on a 20 or 30 hour workweek will be reimbursed to RPT employees on a quarterly basis until the process is automated.

An eligible employee must be actively at work, on certain protected leaves, or on a leave with pay for at least one-half the regularly scheduled work days in a month to accrue vacation leave credit for that month. (One-half the month for regular part-time employees shall not be based on hours worked, but rather the number of regularly authorized workdays.)

Current employees designated as "regular part-time" on or before July 1, 1991 shall use their original date for appointment to regular City service as the date for calculating service time to determine the rate of vacation accrual. For appointments after July 1, 1991, rates of accrual will be based on date of appointment to "regular part-time".

Regular part-time employees who separate from City service after 90 days shall be paid for accrued but unused vacation leave at the time of separation. Payment for unused vacation shall be made at the rate of pay in effect for such employees at the time of separation. Regular part-time employees who separate from City service prior to working 90 days shall not be entitled to compensation for vacation leave, as none has been accrued.

C. Vacation Buy-back

Effective July 1, 2010, upon using one-half of the vacation time accrued during the 12-month period from July 1 through June 30, a regular full-time employee may request to receive pay for up to a total of eighty (80) hours per fiscal year of vacation (sixty (60) to seventy (70) hours for 30 –35 hour employees and forty (40) to fifty (50) hours for 20-25 hour employees) in hourly increments at the current hourly salary rate provided there is a minimum of one (1) week remaining in the employee's vacation bank after the conversion. For example, an RPTemployee working 35 hours per week may request up to a total of 70 hours of vacation buy- back per fiscal year. Requests for vacation buy-back may be made up to two times per fiscal year in October and/or April for payment on December 15 and/or June 15.

For calendar year 2022 only, the total amount of vacation eligible for buy-back will be increased one time to 120 hours for regular full-time employees, 100 to 110 for 30-35 hour employees, and 80 to 90 for 20-25 hour employees.

Effective November 2022 - By December 1 of each calendar year, eligible employees who want to cash out accrued vacation leave in the following calendar year shall make an irrevocable election to cash out in the next calendar year, subject to the conditions set forth below:

- For regular full-time employees: The employee may cash out up to 80 hours of vacation.
- For regular 30-35 hour part-time employees: The employee may cash out up to 60-70 hours of vacation.
- For regular 20-25 hour part-time employees: The employee may cash out up to 40-50 hours of vacation.
- To be eligible to cash out, the employee must have used at least one-half of the vacation time accrued during the 12-month period preceding December.
- Employees must have the equivalent of one regular work week remaining in vacation accruals at the time of cash out.
- Employees must submit their Vacation Buy-Back Request Form to Payroll by December 1. This is an irrevocable election by the employee.

For example, to buy back vacation leave that is accrued in calendar year 2023, a full-time employee must elect by December 1, 2022, how much they want to buy back. The employee must have used a minimum of 50% of their accrued vacation between December 1, 2021 and November 30, 2022. Employees must further ensure they will have at least one work week of vacation accruals remaining at the time of the buy back which will occur in December 2023. The sell back will be paid out in the last full pay period of December 2023, which is December 29, 2023.

The City makes no representation as to the tax consequences of an employee cashing out accrued leave or the vacation sellback program. It is the employee's sole responsibility to address the tax consequences of cashing out accrued leave or the vacation buy-back program.

D. Maximum Accumulation

Regular full-time employees may accumulate vacation credits according to the following schedule:

Years of Completed Service	Maximum accrual
1 through 4	160 hours
5 through 9	240 hours
10 through 14	320 hours
15 through 19	352 hours
20 or more	400 hours

Regular part-time employees may accumulate vacation credits according to the following schedule:

Years of Completed Service	20-25 hour Maximum Accrual	30-35 hour Maximum Accrual
1 through 4	80-100 hours	120-140 hours
5 through 9	120-150 hours	180-210 hours
10 through 14	160-200 hours	240-280 hours
15 through 19	176-220 hours	264-308 hours
20 or more	200-250 hours	300-350 hours

XI. SICK LEAVE

A. Purpose

The purpose of sick leave is to allow eligible employees who are ill or injured to remain absent from work with pay, or to be used for medical and dental appointments that are unable to be scheduled during non-work hours, within the limitations of this section. Sick leave is granted for recovery from illness or injury so as to be physically able to return to work. This section is intended to comply with all applicable state, federal and local laws regarding sick leave absences.

Each calendar year, employees may use an amount equal to six months of annual accrued and available sick leave to care for their sick child, parent, domestic partner (as defined by California Family Code Section 297), or spouse. Sick leave may be utilized for any leave covered under the Family Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA).

B. Accrual for Regular Full-Time Employees

Beginning on the 90th day of employment, regular full-time employees accrue sick leave with pay at the rate of eight hours for each calendar month of service. Regular full-time employees shall accumulate unused sick leave at the rate of 96 hours a year to a total of not more than 960 hours.

C. Accrual for Regular Part-Time Employees

Beginning on the 90th day of employment, regular part-time employees shall be eligible to accrue and use sick leave with pay at the following rates and to the following maximums:

Work Schedule	Monthly Accrual Rate	Maximum Accrual
20-25 work hours	4-5 hours	480-600
30-35 work hours	6-7 hours	720-840

Effective July 1, 2010, proration of RPT sick leave will be based on actual hours worked or budgeted to work. For example, an RPT employee who works 35 hours per week will receive 7 hours of sick leave per month. An RPT employee who works 24 hours per week will receive 4.8 hours of sick leave per month. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

For payroll implementation, hours/accruals in excess of those based on a 20 or 30 hour workweek will be reimbursed to RPT employees on a quarterly basis until the process is automated.

Regular full-time and regular part-time employees must be actively at work or on leave with pay for at least one-half the regularly scheduled workdays in a month to accrue sick leave credit for that month. (One-half the month for regular part-time employees shall not be based on hours worked, but rather the number of regularly authorized workdays.)

D. Retirement Service Credit

Retirement service credit accounts have been established for each eligible employee in which that member may accrue retirement service credit toward early retirement under the Public Employees' Retirement System plan applicable to miscellaneous employees. Retirement service credits cannot be used as sick leave as provided in this Agreement or the Personnel Rules but may be used only towards early retirement under the Public Employees' Retirement System. Sick leave credit accrued in excess of 120 days (960 hours for full-time, 720-840 hours for 30-35 hour part-time employees, and 480-600 hours for 20-25 hour part-time employees) shall be placed in the individual's retirement service credit account. Accumulation of retirement service credit shall be unlimited.

Individuals with less than 120 days accumulation may designate a portion or all of their accumulation of sick leave credit after July 1, 1980 to be placed in the retirement service credit account. However, once placed in the retirement service credit account it can be used only for retirement service credit and cannot be withdrawn from that account.

E. Administration of Sick Leave

1. When an eligible employee is unable to schedule a medical and/or dental appointment for treatment of an industrial or non-industrial illness or injury during off duty time, with supervisor approval, the employee may charge time off for the medical and/or dental appointment to sick leave.

2. For employee illness or injury to qualify for sick leave, the ill or injured employee shall notify the supervisor as required by Department policy. The supervisor will notify Human Resources or an employee’s leave if the employee uses four (4) or more sick leave days within any continuous six month period.

3. If an eligible employee uses sick leave any time in excess of two (2) continuous days, the employee's department head may require the employee to furnish a certificate from a practicing physician, licensed pursuant to Chapter 5 of Division 2 of the California Business and Professions Code of the employee's choice, who has examined the employee, so that the employee's ability to return to work may be ascertained. In any case and at any time, the Department Head may require submittal of periodic physician’s reports concerning the employee’s condition and ability to return to and continue work.

4. In addition to the procedure outlined above, the following procedure, currently in effect, shall be followed by eligible employees with regard to sick leave use:

    a. Whenever a department head has reasonable cause to believe that an eligible employee's condition of health is affecting or could affect the employee's ability to work, the department head may require the employee to submit to an examination by a licensed

physician selected by the City. If the physician determines that the eligible employee should not be undertaking certain duties required by their position classification, the department head may require the employee to use accrued sick leave until sufficiently recovered to return to work.

b. Absence for illness or to care for employees' sick children, parents, or spouse may not be charged to sick leave not already accumulated by the employee.

c. Regular full-time employees who have served less than 90 days with the City shall receive no sick leave. Beginning on the 90th day of employment, the employee shall receive credit for the 90 days of service to the City.

d. An eligible employee absent from duty due to illness or a City job-related injury who has been performing outside employment authorized by the department head shall refrain from working at the outside employment until he/she is fully recovered from the illness or injury.

e. Absences without pay for illness or injury may be granted by the City Manager to a regular full-time or regular part-time employee for a period not to exceed 120 days in a calendar year, provided that an employee who is about to exhaust all sick leave benefits makes a written request for such absence to the department head. The request for absence without pay shall be accompanied by a certificate that the employee is unable to work.

f. The department head may require submittal of periodic physician's reports concerning the employee's condition and ability to return to work, and may require the employee to submit to an examination by a licensed physician selected by the City. The City Manager may order the employee to return to work if the City-selected physician reports that the employee is capable of doing so. At any time during the period of sick leave without pay as provided above, upon presenting to the appointing authority a written certificate from the attending physician that the employee is released to return to work,s/he shall resume regular duties within two (2) work days.

F. **COVID-Related Temporary Benefits:**

The City granted employees that were unable to perform their regular duties due to COVID-19 related impacts, emergency paid administrative leave beginning March 17, 2020 ("EPAL"). Beginning April 30, 2020, the City stopped providing EPAL and members of NAME that were unable to work and were thus required to shelter in place had access, and agreed to utilize, up to 80 hours of Emergency Paid Sick Leave.

Members of NAME that did not use EPAL or only partially used EPAL between March 17, 2020 and April 30, 2020 are eligible for up to 120 hours of Additional Administrative Leave ("AAL"). Full time employees that are members of NAME are eligible for up to 120 hours of AAL based on 3 weeks of regularly scheduled full time hours (40 hours per week) with part time employees eligible for a prorated amount of AALbased on 3 weeks of regularly scheduled part-time hours. AAL will be reduced proportionately hour for hour by the amount of EPAL that a member of NAME used. For example, if a full time employee member of NAME partially worked between March 17, 2020 and April 30, 2020, but still utilized 60 hours of EPAL, that member would have 60 hours of AAL, while if a part time employee member of NAME that is regularly scheduled for 30 hours per week (and is thus eligible

for up to 90 hours of AAL) utilized 60 hours of EPAL, that member would have 30 hours of AAL. AAL has no cash value and must be used by December 31, 2022. Any AAL remaining on January 1, 2023 will be removed and no longer available for use.

XII. PERSONAL LEAVE

A. Regular Full-Time Employees

All regular full-time employees represented by the Association shall be granted a maximum of two (2) hours of personal leave with pay each fiscal year.

The City shall allow regular full-time employees represented by the Association to convert a maximum of eight (8) hours of sick leave to personal leave during each fiscal year. The 8 hours

of converted personal leave is to be used for unforeseen, unplanned, emergency situations not due to illness, in which advanced approval is not possible so the use of vacation and compensatory time is not allowed, or for furlough.

B. Regular Part-Time Employees

All regular part-time employees represented by the Association shall be granted a maximum of one (1) hour of personal leave with pay each fiscal year.

The City shall allow regular part-time employees represented by the Association to convert four (4) to seven (7) hours of sick leave to personal leave based on actual hours worked or budgeted to work. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration during the fiscal year.

XIII. LEAVE OF ABSENCE WITHOUT PAY

A. Regular Full-Time Employees

Regular full-time employees represented by the Association with 40 hours or less of accrued leave shall be eligible for a leave of absence without pay as specified in the Personnel Rules and Regulations.

B. Regular Part-Time Employees

Regular part-time employees represented by the Association with 20 hours or less (20-25 hour employees) or 30 hours or less (30-35 hour employees) of accrued leave shall be eligible for a leave of absence as specified in the Personnel Rules and Regulations.

C. An approved leave of absence without pay of less than thirty (30) days shall have no effect on the employee's seniority date. An employee's seniority date shall be adjusted for authorized absence without pay of thirty (30) days or more, not including protected leaves. The seniority date shall be adjusted one month for each month that an employee was on leave without pay. (See Section III-Definitions, Paragraph G.)

D. Leave of absence without pay can be used toward the holiday furlough per Section VIII-Hours of Work, Section E-Holiday Work Schedule, regardless of the number of hours of accrued leave an employee has.

XIV. OVERTIME

A. Work Week

The workweek for employees on standard and alternate work schedules represented by the Association are defined in Section VIII-Hours of Work, A and C, respectively.

B. Work Day

The work day is established by the Work Schedule Agreement. For full-time employees, a regular work day as described in this section is equal to the number of hours an employee is scheduled to work on any day of the week, 12:01 a.m. to 12:00 midnight, with the following exception: those employees on a 9/76 or 9/80 schedule must continue to abide by their assigned schedule on their eight (8) hour work day. On this day, a regular work day is four (4) hours work time prior to the workweek start time, and four (4) hours work time after the workweek start time.

C. Overtime Work

Any hours worked in excess of forty (40) hours per week shall be classed as overtime work. All hours paid shall be counted toward the forty (40) hour threshold for purposes of determining if an employee is entitled to receive overtime compensation, except: 1) sick leave; and 2) vacation leave that is not requested and approved at least two weeks prior to the scheduled time off. In the event of a designated emergency, sick leave hours will be counted toward the forty (40) hour threshold. Work performed by regular part-time employees in excess of forty (40) hours of actual work in a scheduled workweek shall be classed as overtime work.

The city may require employees to work more than the scheduled workday or workweek. Nothing in this section shall preclude the right of management to adjust a work schedule during a seven-day work period to accommodate the needs of an employee or when the best interests of the City may be served by such adjustment.

D. Compensation for Overtime Work

Overtime work approved by the supervisor shall be compensated at the rate of time and one-half the straight time rate in the form of pay or compensatory time, at the election of the employee, up to a maximum of eighty (80) hours.

An employee who has accrued the maximum number of compensatory hours shall receive overtime compensation in pay at the rate of time and one-half the straight time rate for any additional approved overtime hours worked.

Accrued compensatory time may be used by an employee at their discretion, subject to the approval of the department head.

Compensatory time accrual may be cashed-out for up to eighty (80) hours per fiscal year. Cash out will be in November and April of the fiscal year. This cash-out option will terminate after the November 2022 cash out.

Effective December 2022, accrued compensatory time in each calendar year shall be paid out in the last full pay period of December of that same calendar year. Compensatory time may not be accrued between the date of the end of the last full pay period in December and December 31st. Time worked during that time period will be paid.

E. Scheduled Overtime

An employee who has been scheduled and notified at least twenty-four (24) hours in advance to return to work on overtime more than two (2) hours after the end or two (2) hours before the beginning of a shift, on non-flexed holidays, or on non-flexed scheduled days off, shall receive upon reporting to work a minimum of two (2) hours of work, or if two (2) hours of work is not furnished, a minimum of two (2) hours of pay. Overtime will be paid for non-flexed scheduled days off and/or non-flexed holidays at the overtime rate for all hours worked in excess of forty (40) hours. All hours paid shall be counted toward the forty (40) hour threshold for purposes of determining if an employee is entitled to receive overtime compensation with the exception of: 1) sick leave; and 2) vacation leave that is not requested and approved at least two weeks prior to the scheduled time off.

F. Unscheduled Overtime - Call Back Pay

An employee who has been notified less than twenty-four (24) hours in advance to return to work on overtime between 6:00 a.m. and 11:59 p.m. on their regularly scheduled work day shall receive upon arriving to work a minimum of three (3) hours of work at the overtime rate, or if three (3) hours of work is not furnished, a minimum of three hours of pay at the overtime rate. If three (3) hours of work is not furnished and the employee is released then called back and returns to work within the same three (3) hour time period, only one minimumshall apply.

An employee who has been notified less than twenty-four (24) hours in advance to return to work on overtime between 12:00 a.m. and 5:59 a.m., holidays, or scheduled days off, shall receive upon arriving to work a minimum of four (4) hours of work at the overtime rate or if four (4) hours of work is not furnished, a minimum of four (4) hours of pay at the overtime rate. If four (4) hours of work is not furnished and the employee is released then called back and returns to work within the same four (4) hour period, only one minimum shall apply.

G. Alternate Work Schedule Overtime

Should subsequent legislation, either at the State or Federal level, require the payment of overtime for work beyond eight (8) hours in a single day, the alternate work schedule will be discontinued.

H. Work Schedule Flexing

With reasonable advanced notice, employees may be assigned to shifts outside of their normal work schedule, to include early morning, evening, weekend and/or holidays. For hours worked up to forty (40) hours in the flexed work week, employees will be paid straight time.

I. Designated Emergencies

Notwithstanding any other provision, all hours actually worked as a result of a designated emergency shall be compensated at the overtime rate of time and one half for all hours over

forty (40) per week. All hours paid shall be counted toward the forty (40) hour work week for purposes of determining if an employee is entitled to receive overtime compensation including sick time. The designation of an emergency shall be at the sole discretion of the City.

XV. ACTING/SPECIAL ASSIGNMENT PAY

A. Regular full-time and regular part-time employees may be assigned to perform the duties of a regular position in a higher classification on a temporary basis. Such assignments shall be termed "acting assignments" and shall be made subject to the following conditions:

1. Acting assignments shall be made by the department head only, with City Manager approval, and shall be made with written notification to the acting employee.

2. Acting assignments shall be made only in those instances where the acting employee is required to perform all or substantially all of the duties and responsibilities of the higher level position for which the employee is acting.

3. Acting pay shall be an increase above the acting employee's compensation base of five percent (5%) or the bottom of the higher classification, whichever is greater. An employee shall not receive an increase that is higher than the top of the range of the higher classification.

4. Acting pay shall be effective the date the employee assumes the duties of the higher position, provided he/she is designated in writing by the department head.

B. The City agrees to pay Landscape & Park Maintenance I/II and Senior Landscape & Park Maintenance Worker employees certified to spray pesticides 5% above their compensation base pay for actual time performing pesticide spraying.

C. Effective July 1, 2019, the City agrees to pay regular full-time employees bilingual assignment pay of $100.00 per month. Regular part-time employees scheduled to work 30-35 hours per week will receive bilingual assignment pay of $75 per month and regular part-time employees scheduled to work 20-25 hours per week will receive bilingual assignment pay of $50 per month. Eligibility for bilingual assignment pay shall be made subject to the conditions listed in Administrative Regulation 0522.

D. Nothing in this section shall preclude the temporary assignment of an employee to perform some of the duties of a higher classification for the purpose of providing training in the work of the higher classification. Such temporary training assignments shall not constitute an acting assignment within the meaning of this section.

It is understood that the provisions of this section shall not be interpreted as requiring the City to fill each temporary vacancy by an acting assignment.

XVI. HOLIDAYS

A. Holidays

The following days shall be recognized as municipal holidays for pay purposes for regular full-time and part-time employees represented by the Association:

- January 1, New Year's Day
- Third Monday in January, Martin Luther King, Jr. Day
- Third Monday in February, Presidents Day
- Last Monday in May, Memorial Day
- July 4, Independence Day
- First Monday in September, Labor Day
- November 11, Veterans Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- December 24, Christmas Eve Day
- December 25, Christmas Day
- Two Floating Holidays, to be scheduled subject to department head approval.

When any day recognized as a holiday by the City falls on a Sunday, the following Monday shall be considered the holiday. When any day recognized as a holiday by the City falls on a Saturday, the preceding Friday shall be considered the holiday.

B. The floating holiday must be scheduled and used during the fiscal year.

C. If an employee's hire date falls between July 1 and December 31, the employee will be eligible for the floating holiday during the current fiscal year. If an employee's hire date falls between January 1 and June 30, the employee will be eligible for the floating holiday beginning July 1, in the next fiscal year.

D. Holidays shall not be carried over from one fiscal year to another. Upon termination, an unused holiday cannot be converted to cash.

E. Holiday Compensation

Regular full-time employees on standard or alternate work schedules will receive eight (8) hours of pay for each holiday that falls on a scheduled workday.

Closed Holiday credits and debits will be calculated for each employee by Payroll and will be funded in the employee's Floating Holiday Bank on July 1 for the current fiscal year. Closed Holiday Credits are subject to all the benefits and restrictions of a Floating Holiday. They have no cash value and cannot be carried over from one fiscal year to the next fiscal year. If the employee separates from service before the end of the fiscal year, no further adjustments in the Closed Holiday Credits will be made.

Employees on other alternate work schedules (e.g., the 9/76, or 9/80 bi-weekly schedules) must use additional accrued vacation or compensatory time to account for the remaining half-hour(s) or hour(s). If the employee does not have any accrued leave available to be charged for the additional half-hour(s) or hour(s) for the holiday, the employee shall be charged with leave without pay.

Regular part-time employees will receive pro-ration of holidays based on actual hours worked or budgeted to work. For example, an RPT employee who works 35 hours per week will receive 7 hours of pay per holiday. An RPT employee who works 24 hours per week will receive 4.8 hours of pay per holiday. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration. Holiday hours are accrued as follows:

Work Schedule	Holiday Pay
20-25 work hours	4-5 hours per holiday
30-35 work hours	6-7 hours per holiday

XVII. BEREAVEMENT LEAVE

Regular full-time employees may be granted up to a maximum of forty (40) hours of bereavement leave where there has been a death of a husband, wife, domestic partner, sister, brother, mother, stepmother, father, stepfather, grandparent, grandchild, grandparent-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law of an employee in order that the employee may attend last rites and attend to any pressing matters resulting from the death. A maximum of eighty (80) hours of bereavement leave may be granted for the death of a son, daughter, stepson, or stepdaughter.

Regular part-time employees shall be eligible for prorated bereavement leave based on actual hours worked or budgeted to work. For example, an RPT employee who works 35 hours per week will receive up to a maximum of 35 hours of bereavement leave. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration. Bereavement leave will be prorated as follows:

Work Schedule	Prorated Bereavement Leave
20-25 work hours	up to a maximum of 20-25 hours
30-35 work hours	up to a maximum of 30-35 hours

XVIII. EDUCATIONAL REIMBURSEMENT OF TUITION FEES AND BOOK COSTS

A. Regular full-time and regular part-time employees are eligible on a first-come, first served basis for the educational reimbursement of tuition fees and book costs.

B. The City shall establish a fund of $14,000 which shall be the City's total obligation for financing tuition fees and required textbook costs for job-related academic courses, courses taken in pursuit of a college degree, or education undertaken to maintain or improve skills related to work performance in the employee's current position. Reimbursement to individual employees approved by the department head shall be for courses attended during the term of this Memorandum of Understanding and shall not exceed $4,000 per employee per fiscal year. Should monies remain in the fund at the end of the fiscal year, the funds will be distributed equitably among employees that had eligible expenses beyond the $4,000 per employee limit, up to their maximum expense incurred. Reimbursements taxable under the IRS will be taxed to comply with IRS regulations.

1. Eligible employees shall request written approval from their respective department heads to be reimbursed for courses or approved fees authorized under this provision prior to registration in the course or educational program.

2. Reimbursement shall be made for all tuition fees and required textbook costs of satisfactorily completed, City-approved courses directly related to the employee's job. In the event that an employee's educational program is unable to identify the specific cost associated with a specific course, reimbursements will be processed based on the average course cost using the following formula:

Total educational program fees (e.g., B.S/B.A degree programs) divided by the total number of courses required to obtain the degree will equal the average course fee.

3. Satisfactory completion shall mean the attainment of a course grade of "C" or better or documentation of satisfactory completion acceptable to the City. No reimbursement shall be made to employees who either unsatisfactorily complete or withdraw from an approved course or educational program.

4. Reimbursement shall be processed upon evidence of the successful completion of a course(s).

5. The City shall not provide reimbursement for any personal vehicle mileage or any expense other than tuition fees and required textbook costs.

C. Reimbursement shall be achieved by following the instructions listed on the back of the "Request for Educational Reimbursement" form, available electronically on the citywide information system or through the Human Resources office.

D. Required textbooks for which the employee was reimbursed shall become the property of the employee.

E. It is the intent of this policy that all eligible employees, though eligible for reimbursement of expenses, shall carry out their educational programs on their own personal time. Departmental shifts are arranged to allow an employee to enroll in a college program with reasonable assurance that course work attendance shall not be disrupted at mid-semester or mid-quarter. This policy does not guarantee that such disruption shall not occur; however, the Department Head shall insure that a reasonable effort will be made to avoid such disruptions when it may be achieved without inconvenience to departmental operations.

In the event that some activity of the educational program is to take place during the employee's duty hours, it shall be the responsibility of the employee to make the necessary arrangements for personal time off.

In this regard, the employee may make whatever arrangements are possible; however, the needs of the Department shall be of primary consideration in these situations.

This policy is not intended to serve as a directive to employees to conduct personal education programs beyond the programs required and/or provided by the City. The course work referred to here is that which is undertaken voluntarily by the employee and not subject to remuneration under provisions of the Fair Labor Standards Act.

XIX. PERSONNEL REDUCTION PROCEDURE

A. The Personnel Reduction Procedure set forth in the Personnel Rules and Regulations including Work Schedule Reductions In Lieu of Layoff shall apply to regular full-time and regular part-timeemployees represented by NAME.

B. Eligibility for PST Employment Following Lay Off

Employees who have been the subject of layoff are eligible to be considered for Part-Time,

Seasonal, Temporary (PST) employment to work in positions in the City of Newark as described below:

1. An employee who is the subject of layoff can apply for a Part-Time Seasonal position in the same or in a different job class performing the same or different job duties as the employee held and performed as a regular or full-time employee;
2. City will consider the employee who is the subject of layoff for the Part-Time Seasonal position for which the employee applied;
3. City may or may not hire the employee for that Part-Time Seasonal position at the discretion of the City;
4. Employee will be compensated at the Part-Time Seasonal position rate of pay;
5. If employee is hired as a Part-Time Seasonal employee, the employee will remain on the Reinstatement List and the time on the Reinstatement List will not be interrupted;
6. Time worked as a Part-Time Seasonal employee does not count toward seniority;
7. If the employee is hired as a Part-Time Seasonal employee and the employee is eligible in the PERS Retirement System, the City will re-enroll employee in the PERS Retirement Plan and employee and the City will make appropriate retirement contributions.

XX. GRIEVANCE PROCEDURE

Any dispute between the City and an employee represented by the Association regarding the interpretation or application of this Memorandum of Understanding shall be considered a grievance. A grievance may be filed by an employee on their own behalf or by the President of the Association or their designated representative affecting the rights of an employee or employees pursuant to this agreement who is represented by the Association. For purposes of this section, all notices required herein shall be affected when personally served supported by a declaration under penalty of perjury of the fact of personal service stating the time, place, and person served. Notice may also be served by addressing said notice to the City supervisor involved at the City Administration Building or the employee at their home address as shown in the Human Resources Department, postage prepaid, mailed by certified mail return receipt requested. Notice sent by certified mail shall be considered received upon deposit in the U.S. Mail postage prepaid.

A written grievance shall contain a complete statement of the grievance, the alleged facts upon which the grievance is based, the reasons for the grievance, the remedy requested, and the sections of this agreement alleged to have been violated. The grievance shall be signed and dated by the employee or the President of the Association on behalf of an employee or employees represented by the Association.

Hearings on grievances and actual filing of grievances may be processed during normally scheduled working hours. All other activities related to the employee's preparation and processing of the appeal shall be done outside of scheduled working hours. No employee or Association representative shall be entitled to any additional compensation or premium pay for any time spent in preparing or processing grievances. No grievances shall be processed during periods of overtime.

The employee or the Association shall pay for the time and expenses of their (its) representatives and witnesses through all stages of the grievance procedure. Witnesses who are City employees and who are on duty at the time of a scheduled appearance shall be released from duty without loss of compensation for the time required to testify. One spokesperson from the Association shall be

permitted to be present without loss of compensation during hearings on grievances.

Time limits set forth herein for processing of the grievance procedure are of the essence of this procedure and are to be strictly complied with. Time limits may be extended only by written mutual agreement of the employee and/or Association and the supervisor conducting a hearing.

Any grievance not filed or appealed by the employee within the time limits specified shall be considered settled on the basis of the last disposition given. In the event the grievance is not answered by the City within the time limits set forth herein, the employee and/or the Association on behalf of the employee may take the grievance to the next higher step in the grievance procedure within the time limits provided.

No resolution of any grievance shall be contrary to the provisions of this Memorandum of Understanding.

Grievances shall be processed in the following manner:

A. Within ten (10) calendar days of the occurrence or ten (10) calendar days from such time as the employee or Association should reasonably have been aware of the occurrence on which a grievance is based, the employee and/or Association representative shall discuss the grievance in a meeting with the immediate supervisor of the employee involved. A two-calendar day extension of this time period will be authorized by the department head, or designee, upon written notice from an employee or the Association that additional time is required to formally submit a grievance.

B. If after such discussion the employee and/or the Association do not believe the problem has been satisfactorily resolved, he/she/it shall have the right, within ten (10) calendar days of the occurrence of the matter to file a formal written grievance of the personnel action with the employee's immediate supervisor.

C. Within ten (10) calendar days of receipt of the notice of formal written grievance, the immediate supervisor shall provide their decision in writing to the employee and/or Association representative.

D. Within ten (10) calendar days of the receipt of the decision from the employee's immediate supervisor, the employee and/or the Association may appeal the grievance by presenting a formal written appeal on the grievance to the appropriate department head, with a copy to the Human Resources Director.

E. Within ten (10) calendar days of receipt of the formal appeal on the grievance, the department head shall provide a written decision to the employee and/or Association.

F. Within ten (10) calendar days of receipt of the department head's decision, the employee and/or the Association may present a formal appeal of the grievance to the City Manager. The City Manager or their designated representative shall make a thorough review of the grievance, meet with the parties involved and provide a written decision to the employee and/or Association within ten (10) calendar days of receipt of the appeal.

G. Within ten (10) calendar days of receipt of the decision of the City Manager, the employee and/or Association may demand in writing to the City Manager that a formal appeal of the grievance be submitted to an independent fact-finder from a list of three qualified fact-finders

submitted to the City by the American Arbitration Association.

1. The City Manager and the employee and/or Association representative shall alternately strike names from the list so furnished and the last name remaining shall be designated as the fact-finder.

2. The City and the employee and/or Association shall share the fees and expenses of the fact-finder as well as the cost of making a record of the fact-findings.

3. The rules of conduct of proceedings shall be according to those procedures for expedited fact-finding utilized by the American Arbitration Association.

4. The City and the employee both hold the right to be represented by an attorney or a representative of the Association.

5. If either of the parties does not accept the decision of the fact-finder that party may appeal to a Court of competent jurisdiction to hear the matter based on the transcript of evidence submitted to the fact-finder and conclusions of the fact-finder.

XXI. MANAGEMENT RIGHTS CLAUSE

The City, through its City Council and management representatives, shall have and retain the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services and the exclusive decision-making authority on matters not expressly modified by specific provisions of this Memorandum. Such rights, as defined herein below, shall be exercised in all respects consistent with law and the specific provisions of this Memorandum of Understanding.

The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect administrative regulations and employment rules and regulations consistent with law and the specific provisions of this Memorandum of Understanding, to direct its employees to take disciplinary action for just cause, to relieve its employees from duty because of lack of work or for other legitimate reasons, to determine whether goods or services shall be made, purchased or contracted for, to determine the method, means and personnel by which the City services are to be provided including the right to schedule and assign work and overtime and to otherwise act in the interest of efficient service to the community. The foregoing rights shall not be subject to the grievance procedure except as provided herein.

XXII. IMPLEMENTATION OF SECTION 414(h)(2) OF THE UNITED STATES INTERNAL REVENUE CODE

A. Pick-up of Employee Contributions

1. Pursuant to the provisions of this Agreement, the employer shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the employer in lieu of employee contributions.

2. Employee contributions made under Paragraph 1 of this Article shall be paid from the same source of funds as used in paying the wages to affected employees.

3. Employee contributions made by the employer under Paragraph 1 of this article shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this agreement.

4. The employee does not have the option to receive the employer-contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system.

B. Wage Adjustment

Notwithstanding any provision in the current agreement to the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the employer pursuant to the provisions hereof.

C. Limitations to Operability

This Article shall be operative only as long as the City of Newark pick-up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

If any of the aforementioned stated provisions of Section 414 (h) (2) of the United States Internal Revenue Code are changed during the term of this Memorandum of Understanding, the Association has the right to reopen negotiations only with regard to this section of this Memorandum of Understanding.

XXIII. FULL UNDERSTANDING, MODIFICATION AND WAIVER

The parties to this Memorandum of Understanding acknowledge and agree that this Memorandum constitutes the result of meeting and conferring in good faith in accordance with Section 3500, et seq of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reached agreement are set forth in this Memorandum. This Memorandum supersedes and replaces all prior Memoranda of Understanding executed heretofore. The Memorandum of Understanding contains the full and entire understanding of the parties regarding the matters set forth herein. Existing practices and/or benefits which are not referenced in the Memorandum of Understanding and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process. The City assures the Association that unless changes are warranted by operational necessity it does not intend, nor does it anticipate during the term of this Memorandum of Understanding, any change, modification or cancellation of wages, hours, and working conditions which are subject to meet and confer and which are presently in effect or contained in this Memorandum.

XXIV. SEPARABILITY

Notwithstanding any other provision in this Agreement to the contrary, in the event that any Article or subsections thereof, of this Agreement shall be declared invalid by any Court of competent jurisdiction, or by any applicable state or federal law or regulation, or should a decision by any Court of competent jurisdiction, or any applicable state or federal law or regulation diminish the benefits provided by this Agreement, or impose additional obligations on the City, the parties shall meet and confer on the Article or subsections thereof affected. In such event, all other provisions of this Agreement not affected shall continue in full force and effect.

ATTACHMENT A

Regular Full-Time / Part-Time Classifications

Newark Association of Miscellaneous Employees

Classifications

Accounting Assistant I	Information Technology Technician I
Accounting Assistant II	Information Technology Technician II
Admin Support Specialist I	Landscape Inspector
Admin Support Specialist II	Landscape & Parks Maintenance Worker I
Aquatic Activities Specialist	Landscape & Parks Maintenance Worker II
Aquatics Coordinator	Lead Child Care Instructor
Building Inspector I	Permit Technician
Building Inspector II	Public Works Inspector
Building Mechanic I	Recreation Coordinator
Building Mechanic II	Senior Admin Support Specialist
Cashier	Senior Building Inspector
Child Care Instructor	Senior Building Mechanic
Collections Assistant	Senior Equipment Mechanic
Community Preservation Specialist	Senior Landscape Inspector
Engineering Aide I	Senior Landscape & Parks Maintenance Worker
Engineering Technician I	Senior Street Maintenance Worker
Engineering Technician II	Street Maintenance Worker I
Engineering Technician III	Street Maintenance Worker II
Equipment Mechanic I	Street Maintenance Worker Lead
Equipment Mechanic II	Vehicle Abatement Officer
Field Assistant	Youth Instructor I
General Laborer	Youth Instructor II

ATTACHMENT B

SALARY LIST – EFFECTIVE 07/01/2022 *Monthly salaries are based on a 40 hour work week

ACCOUNTING ASSISTANT I	***Step***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$34.49	$35.52	$36.59
	2	$35.96	$37.04	$38.15
	3	$37.58	$38.71	$39.87
	4	$39.24	$40.42	$41.63
	5	$41.07	$42.30	$43.57

ACCOUNTING ASSISTANT II	***Step***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$37.92	$39.06	$40.23
	2	$39.60	$40.79	$42.01
	3	$41.34	$42.58	$43.86
	4	$43.18	$44.48	$45.81
	5	$45.17	$46.53	$47.93

ADMIN SUPPORT SPECALIST I	***Step***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$31.24	$32.18	$33.15
	2	$32.59	$33.57	$34.58
	3	$34.00	$35.02	$36.07
	4	$35.53	$36.60	$37.70
	5	$37.04	$38.15	$39.29

ADMIN SUPPORT SPECALIST II	***Step***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$34.11	$35.13	$36.18
	2	$35.63	$36.70	$37.80
	3	$37.20	$38.32	$39.47
	4	$38.89	$40.06	$41.26
	5	$40.60	$41.82	$43.07

AQUATIC ACTIVITIES SPECIALIST	***Step***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$27.04	$27.85	$28.69
	2	$28.44	$29.29	$30.17
	3	$29.83	$30.72	$31.64
	4	$31.32	$32.26	$33.23
	5	$32.88	$33.87	$34.89

AQUATICS COORDINATOR	***Step***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$39.54	$40.73	$41.95
	2	$41.31	$42.55	$43.83
	3	$43.17	$44.47	$45.80
	4	$45.07	$46.42	$47.81
	5	$47.05	$48.46	$49.91

BUILDING INSPECTOR I	***Step***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$50.82	$52.34	$53.91
	2	$53.13	$54.72	$56.36
	3	$55.60	$57.27	$58.99
	4	$58.20	$59.95	$61.75
	5	$60.87	$62.70	$64.58

BUILDING INSPECTOR II	***Step***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$53.36	$54.96	$56.61
	2	$55.79	$57.46	$59.18
	3	$58.38	$60.13	$61.93
	4	$61.11	$62.94	$64.83
	5	$63.92	$65.84	$67.82

BUILDING MECHANIC I	***Step***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$38.07	$39.21	$40.39
	2	$39.99	$41.19	$42.43
	3	$41.98	$43.24	$44.54
	4	$44.10	$45.42	$46.78
	5	$46.30	$47.69	$49.12

BUILDING MECHANIC II	***Step***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$41.94	$43.20	$44.50
	2	$44.04	$45.36	$46.72
	3	$46.25	$47.64	$49.07
	4	$48.57	$50.03	$51.53
	5	$50.98	$52.51	$54.09

CASHIER	***Step***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$34.76	$35.80	$36.87
	2	$36.30	$37.39	$38.51
	3	$37.94	$39.08	$40.25
	4	$39.62	$40.81	$42.03
	5	$41.36	$42.60	$43.88

CHILD CARE INSTRUCTOR	***Step***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$24.30	$25.03	$25.78
	2	$25.53	$26.30	$27.09
	3	$26.82	$27.62	$28.45
	4	$28.16	$29.00	$29.87
	5	$29.58	$30.47	$31.38

COLLECTIONS ASSISTANT	***Step***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$37.92	$39.06	$40.23
	2	$39.60	$40.79	$42.01
	3	$41.34	$42.58	$43.86
	4	$43.18	$44.48	$45.81

COMMUNITY PRESERVATION	***Step***	***FY 2023***	***FY 2024***	***FY 2025***
SPECIALIST	1	$42.37	$43.64	$44.95
	2	$44.30	$45.63	$47.00
	3	$46.32	$47.71	$49.14
	4	$48.46	$49.91	$51.41
	5	$50.71	$52.23	$53.80

ENGINEERING AIDE I	***Step***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$36.95	$38.06	$39.20
	2	$38.58	$39.74	$40.93
	3	$40.31	$41.52	$42.77
	4	$42.11	$43.37	$44.67
	5	$44.02	$45.34	$46.70

ENGINEERING TECHNICIAN I	***Step***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$43.85	$45.17	$46.53
	2	$45.80	$47.17	$48.59
	3	$47.89	$49.33	$50.81
	4	$50.10	$51.60	$53.15
	5	$52.37	$53.94	$55.56

ENGINEERING TECHNICIAN II	***Step***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$46.97	$48.38	$49.83
	2	$49.12	$50.59	$52.11
	3	$51.37	$52.91	$54.50
	4	$53.74	$55.35	$57.01
	5	$56.22	$57.91	$59.65

ENGINEERING TECHNICIAN III	***Step***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$50.82	$52.34	$53.91
	2	$53.14	$54.73	$56.37
	3	$55.61	$57.28	$59.00
	4	$58.20	$59.95	$61.75
	5	$60.88	$62.71	$64.59

EQUIPMENT MECHANIC I	***Step***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$39.16	$40.33	$41.54
	2	$41.10	$42.33	$43.60
	3	$43.17	$44.47	$45.80
	4	$45.32	$46.68	$48.08
	5	$47.59	$49.02	$50.49

EQUIPMENT MECHANIC II	***Step***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$43.11	$44.40	$45.73
	2	$45.25	$46.61	$48.01
	3	$47.52	$48.95	$50.42
	4	$49.90	$51.40	$52.94
	5	$52.38	$53.95	$55.57

FIELD ASSISTANT	***Step***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$26.63	$27.43	$28.25
	2	$28.02	$28.86	$29.73
	3	$29.38	$30.26	$31.17
	4	$30.86	$31.79	$32.74
	5	$32.40	$33.37	$34.37

GENERAL LABORER	***Step***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$28.46	$29.31	$30.19
	2	$29.89	$30.79	$31.71
	3	$31.39	$32.33	$33.30
	4	$32.96	$33.95	$34.97
	5	$34.60	$35.64	$36.71

INFORMATION TECHNOLOGY TECHNICIAN I	***Step***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$38.83	$39.99	$41.19
	2	$40.76	$41.98	$43.24
	3	$42.79	$44.07	$45.39
	4	$44.93	$46.28	$47.67
	5	$47.18	$48.60	$50.06

INFORMATION TECHNOLOGY TECHNICIAN II	***Step***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$43.14	$44.43	$45.76
	2	$45.29	$46.65	$48.05
	3	$47.54	$48.97	$50.44
	4	$49.92	$51.42	$52.96
	5	$52.43	$54.00	$55.62

LANDSCAPE INSPECTOR	***Step***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$36.55	$37.65	$38.78
	2	$38.37	$39.52	$40.71
	3	$40.29	$41.50	$42.75
	4	$42.30	$43.57	$44.88
	5	$44.42	$45.75	$47.12

LANDSCAPE & PARKS MAINTENANCE WORKER I	***Step***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$35.57	$36.64	$37.74
	2	$37.35	$38.47	$39.62
	3	$39.22	$40.40	$41.61
	4	$41.17	$42.41	$43.68
	5	$43.24	$44.54	$45.88

LANDSCAPE & PARKS MAINTENANCE WORKER II	***Step***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$39.17	$40.35	$41.56
	2	$41.12	$42.35	$43.62
	3	$43.19	$44.49	$45.82
	4	$45.35	$46.71	$48.11
	5	$47.61	$49.04	$50.51

LEAD CHILD CARE INSTRUCTOR	***Step***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$27.96	$28.80	$29.66
	2	$29.36	$30.24	$31.15
	3	$30.84	$31.77	$32.72
	4	$32.39	$33.36	$34.36
	5	$34.02	$35.04	$36.09

PERMIT TECHNICIAN	***Step***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$39.77	$40.96	$42.19
	2	$41.55	$42.80	$44.08
	3	$43.43	$44.73	$46.07
	4	$45.32	$46.68	$48.08
	5	$47.36	$48.78	$50.24

PUBLIC WORKS INSPECTOR	***Step***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$53.37	$54.97	$56.62
	2	$55.80	$57.47	$59.19
	3	$58.39	$60.14	$61.94
	4	$61.11	$62.94	$64.83
	5	$63.92	$65.84	$67.82

RECREATION COORDINATOR	*Step*	*FY 2023*	*FY 2024*	*FY 2025*
	1	$39.54	$40.73	$41.95
	2	$41.31	$42.55	$43.83
	3	$43.17	$44.47	$45.80
	4	$45.07	$46.42	$47.81
	5	$47.05	$48.46	$49.91

SR ADMIN SUPPORT SPECIALIST	*Step*	*FY 2023*	*FY 2024*	*FY 2025*
	1	$37.52	$38.65	$39.81
	2	$39.19	$40.37	$41.58
	3	$40.98	$42.21	$43.48
	4	$42.76	$44.04	$45.36
	5	$44.68	$46.02	$47.40

SR BUILDING INSPECTOR	*Step*	*FY 2023*	*FY 2024*	*FY 2025*
	1	$55.76	$57.43	$59.15
	2	$58.38	$60.13	$61.93
	3	$60.87	$62.70	$64.58
	4	$63.97	$65.89	$67.87
	5	$66.97	$68.98	$71.05

SR BUILDING MECHANIC	*Step*	*FY 2023*	*FY 2024*	*FY 2025*
	1	$46.19	$47.58	$49.01
	2	$48.47	$49.92	$51.42
	3	$50.92	$52.45	$54.02
	4	$53.46	$55.06	$56.71
	5	$56.15	$57.83	$59.56

SR EQUIPMENT MECHANIC	*Step*	*FY 2023*	*FY 2024*	*FY 2025*
	1	$47.46	$48.88	$50.35
	2	$49.83	$51.32	$52.86
	3	$52.31	$53.88	$55.50
	4	$54.92	$56.57	$58.27
	5	$57.69	$59.42	$61.20

SR LANDSCAPE & PARKS MAINTENANCE WORKER	*Step*	*FY 2023*	*FY 2024*	*FY 2025*
	1	$43.14	$44.43	$45.76
	2	$45.29	$46.65	$48.05
	3	$47.56	$48.99	$50.46
	4	$49.93	$51.43	$52.97
	5	$52.43	$54.00	$55.62

SR LANDSCAPE INSPECTOR	*Step*	*FY 2023*	*FY 2024*	*FY 2025*
	1	$43.14	$44.43	$45.76
	2	$45.29	$46.65	$48.05
	3	$47.56	$48.99	$50.46
	4	$49.93	$51.43	$52.97
	5	$52.43	$54.00	$55.62

SR STREET MAINTENANCE WORKER	*Step*	*FY 2023*	*FY 2024*	*FY 2025*
	1	$43.15	$44.44	$45.77
	2	$45.30	$46.66	$48.06
	3	$47.56	$48.99	$50.46
	4	$49.94	$51.44	$52.98
	5	$52.44	$54.01	$55.63

STREET MAINTENANCE WORKER I	*Step*	*FY 2023*	*FY 2024*	*FY 2025*
	1	$35.57	$36.64	$37.74
	2	$37.35	$38.47	$39.62
	3	$39.22	$40.40	$41.61
	4	$41.17	$42.41	$43.68
	5	$43.24	$44.54	$45.88

STREET MAINTENANCE WORKER II	*Step*	*FY 2023*	*FY 2024*	*FY 2025*
	1	$39.17	$40.35	$41.56
	2	$41.12	$42.35	$43.62
	3	$43.19	$44.49	$45.82
	4	$45.35	$46.71	$48.11
	5	$47.61	$49.04	$50.51

STREET MAINTENANCE WORKER	*Step*	*FY 2023*	*FY 2024*	*FY 2025*
	1	$41.16	$42.39	$43.66
	2	$43.21	$44.51	$45.85
	3	$45.38	$46.74	$48.14
	4	$47.64	$49.07	$50.54
	5	$50.02	$51.52	$53.07

VEHICLE ABATEMENT OFFICER	*Step*	*FY 2023*	*FY 2024*	*FY 2025*
	1	$31.08	$32.01	$32.97
	2	$32.62	$33.60	$34.61
	3	$34.26	$35.29	$36.35
	4	$35.96	$37.04	$38.15
	5	$37.77	$38.90	$40.07

YOUTH INSTRUCTOR I	***Step***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$19.47	$20.05	$20.65
	2	$20.44	$21.05	$21.68
	3	$21.46	$22.10	$22.76
	4	$22.52	$23.20	$23.90
	5	$23.65	$24.36	$25.09

YOUTH INSTRUCTOR II	***Step***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$24.30	$25.03	$25.78
	2	$25.53	$26.30	$27.09
	3	$26.82	$27.62	$28.45
	4	$28.15	$28.99	$29.86
	5	$29.58	$30.47	$31.38

~~EXHIBIT A~~

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF NEWARK

AND

NEWARK ASSOCIATION OF MISCELLANEOUS EMPLOYEES

JULY 1, ~~2019~~

2022

THROUGH

JUNE 30,

~~2022~~2025

ADOPTED

June 23, 2022

~~JULY 11,~~

~~2019~~xxxx

Resolution No. ~~10958~~

TABLE OF CONTENTS

Section		Page
I.	Recognition	1
II.	Term	1
III.	Definitions	1
IV.	Salary Increase	2
V.	Benchmark Classifications	2
VI.	Health and Welfare Programs	3
VII.	Boot & Jacket Reimbursement and Uniform Allowance	5
VIII.	Hours of Work	6
IX.	Retirement Benefits	9
X.	Vacation Leave	10
XI.	Sick Leave	132
XII.	Personal Leave	165
~~XIII.~~	~~Medical Leave~~	~~15~~
XIII~~IV~~.	Leave of Absence Without Pay	16
XIV.	Overtime	176
XV~~I~~.	Acting/Special Assignment Pay	198
XV~~I~~I.	Holidays	19
XV~~I~~II.	Bereavement Leave	21
XVIII~~XI X~~.	Educational Reimbursement of Tuition Fees & Book Costs	21
XIX.	Personnel Reduction Procedure	22
XX~~I~~.	Grievance Procedure	232
XX~~I~~I.	Management Rights Clause	25

~~XXIII.~~ XXII. Implementation of Section 414(h) (2) of the United States Internal Revenue Code 25

~~XXIV.~~ XXIII. Full Understanding, Modification and Waiver 26

~~XXV.~~ XXIV. Separability 26

ATTACHMENTS

A Regular Full-Time / Part-Time Classifications

B~~A.2~~ Salary List

~~B Eligibility for PST Employment Following Lay Off~~

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF NEWARK
AND THE
NEWARK ASSOCIATION OF MISCELLANEOUS EMPLOYEES

I. RECOGNITION

The City recognizes the Newark Association of Miscellaneous Employees (NAME), herein referred to as the "Association," as the majority representative for regular full-time and regular part-time miscellaneous employees in the classifications listed in Attachment A. The City also recognizes the Association as the majority representative for any new classifications, which should be assignedto the representation unit by the City Manager.

II. TERM

This agreement shall be in effect from July 1, ~~2019~~ 2022 through June 30, ~~2022~~2025.

III. DEFINITIONS

A. "Base Salary." The term "base salary" shall mean salary, excluding benefits.

B. "Compensation Base." The term "compensation base" shall mean the total compensation for regular full-time classifications including consideration for base salary, City's payment of any portion of the employee's contribution to PERS, medical premium, dental premium, vision care, long term and/or short term disability. Total compensation offers choices for employees to select benefit plans suitable to individual needs.

C. "Employees." The term "employees" shall mean those regular full-time and regular part-time employees of the City of Newark occupying classifications represented by the Association. Only those provisions of this Memorandum of Understanding that specifically refer to regular part-time employees shall apply to regular part-time employees.

D. "Flexible Benefit Plan." The term "Flexible Benefit Plan" means a Plan established by the City of Newark pursuant to Section 125 of the Internal Revenue Code to allow employees to pay for medical, ~~and~~ dental and vision premiums as a before-tax conversion of salary.

E. "Regular Part-Time Employees." The term "regular part-time employees" shall mean those employees of the City of Newark who are scheduled to work less than 38 hours per week but at least 20 hours per week on a year-round continuous basis occupying positions specifically authorized as "regular part-time" by the City Manager.

F. "Retirement System." The term "retirement system" shall mean the PERS retirement system as made applicable to the City of Newark under the provisions of the Public Employees' Retirement Law (California Government Code Section 20000, et seq.)

G. "Seniority." The term "seniority" shall mean an employee's date of employment adjusted for any absence without pay of thirty (30) calendar days or more, not including protected leaves. When a leave of absence without pay is 30 days or more, not including protected leaves, adjustments to seniority shall be made by deducting one month of seniority for each month of absence without pay. In calculating seniority adjustments, seniority will not be granted for anymonths where an employee was not actually working or on compensated leave for at least one-half the regularly scheduled workdays in a month. Seniority shall be used for computation of vacation accrual rates, application of layoff procedures, and calculation of anniversary dates. When an employee's status is changed from regular part-time to regular full-time, the employee's seniority as a regular full-time employee shall include prorated service credit for service as a regular part-time employee. Prorated service shall be determined based on the employee's authorized work schedule of half-time or three-quarter time. (Example: Ten years of part-time service in an authorized half-time position would count as five years full-time service credit and in an authorized three-quarter time position would count as 7.5 years full-timeservice credit). The employee's seniority shall be adjusted to include the prorated service credit.

IV. SALARY INCREASE

A. General Salary Increase ~~and off-salary-schedule lump sum payment~~:

The salary ~~ranges~~ steps for all classifications represented by the Association shall be increased as follows:

a. Effective July 1, ~~2019~~2022, salary increase shall be ~~one~~ four~~and one-half~~ percent (~~1.5~~4.0%)
b. Effective July 1, ~~2020~~2023, salary increase shall be ~~one~~ three~~and one-half~~ percent (3.0~~1.5~~%)
c. ~~c.~~ Effective July 1, ~~2021~~2024, salary increase shall be ~~one~~ three~~and one-half~~ percent (3.0~~1.5~~%)~~. If by January 1, 2021, the City's revenues for Fiscal Year 21/22 are projected tobe at least $1,250,000 less than actual revenues for Fiscal Year 20/21, at the request of the City, the parties agree to re-open negotiations on the one and onehalf percent (1.5%) salary increase scheduled for July 1, 2021.~~

~~All active NAME employees employed as of July 1, 2019, shall be eligible to receive an off-salary schedule lump sum payment. The payment shall be $1,000 for full time NAME employees and pro-rated for part-time NAME employees and shall be provided by no later than September 1, 2019.~~

~~The off-salary schedule lump sum payment of $1,000 is not reportable to CalPERS, consistent with the CalPERS "Off-Salary-Schedule Pay" Circular Letter dated November 10, 2016.~~

V. BENCHMARK CLASSIFICATIONS

A. The City and Association agree that the following list of Benchmark Classifications will be used by the City for the purpose of compensation surveys of similar labor market classifications within the cities of ~~Fremont,~~ Foster City, Fremont, Hayward, Livermore, Menlo Park, Milpitas, Pleasanton, Redwood City, San Leandro, and Union City.

Benchmark Classification	Newark Classification

Accounting Assistant II	Accounting Assistant I/II Cashier Collections Assistant ~~Finance Technician I/II~~ ~~Recycling Assistant~~
Building Inspector II	Building~~ldg.~~ Inspector I/II ~~Bldg. Inspector II~~ Community Preservation Specialist Engineering Technician III Public Works Inspector Senior~~r.~~ B~~ldg.~~uilding Inspector Vehicle Abatement Officer
Administrative Support Specialist II	Admin. Support Specialist I/II Senior Administrative Support Specialist
Engineering Technician I	Engineering Aide I Engineering Technician I/II Field Assistant Permit Technician
Information ~~Systems~~ Technology Technician II	~~Information Systems Specialist~~ Information ~~Systems~~ Technology Technician I/II
Equipment Mechanic II	Building Mechanic I/II Equipment Mechanic I/II General Laborer Landscape Inspector Landscape & Parks Maintenance Worker I/II Street Maintenance Worker I/II Street Maintenance Worker Lead ~~Sr.~~ Senior Building Mechanic Senior ~~Sr.~~ Equipment MechanicSenior ~~Sr.~~ Landscape Inspector Senior ~~Sr.~~ Landscape & Parks Maintenance Worker Senior ~~Sr.~~ Street Maintenance Worker
Recreation Coordinator	Aquatics Coordinator Aquatic Activities Specialist Child Care Instructor Lead Child Care Instructor Recreation Coordinator

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VI. HEALTH AND WELFARE PROGRAMS

A. Medical Insurance

1. The contribution by the City toward monthly premiums for health and welfare programs of employees represented by the Association shall be the Minimum Employer Contribution as determined by CalPERS for employers under the Public Employees' Medical and Hospital Care Act (PEMHCA). In the event that an employee elects to waive participation in the Program, that amount will be paid to the employee as part of the Cash-in-Lieu benefit as provided below in Section 4. The employee shall execute a waiver in the event theemployee elects not to participate in the PERS Health Benefit Program or cancel participation after enrollment.

2. The City agrees to maintain a cafeteria plan under Section 125 of the Internal Revenue Code (IRC). The cafeteria plan allows employees to voluntarily reduce salary in an amount equal to the actual premiums for the PERS Health Plan, City-administered dental insurance and/or vision insurance as a before-tax conversion of salary. In the event of changes in law affecting the Flexible Benefit Plan, the City agrees to meet and confer with the Association regarding the impact of such changes.

~~3. Effective for~~ with ~~the 2020 plan year, the City shall contribute to each eligible NAME employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.~~

~~4.~~

~~5. Employee Only: $844~~

~~6. Employee + 1 Dependent: $1,687 Employee + 2 or more Dependents: $2,228~~

~~7.~~

~~8. Effective for the 2021 plan year, the City shall contribute to each eligible NAME employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.~~

~~9.~~

~~10. Employee Only: $861~~

~~11. Employee + 1 Dependent: $1,721 Employee + 2 or more Dependents: $2,273~~

~~12.~~

3. Effective for the 2022 plan year, the City shall contribute to each eligible NAME employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time Employees and Regular Part-Time 30-35 hours:~~.~~

Employee Only: $878
Employee + 1 Dependent: $1,755
Employee + 2 or more Dependents: $2,318

For Regular Part-Time Employees working 20-25 hours:
Employee Only: $439-$549
Employee + 1 Dependent: $878-$1,097
Employee + 2 or more Dependents: $1,159-$1,449

4. Effective for the 2023 plan year, the City shall contribute to each eligible NAME employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time Employees and Regular Part-Time 30-35 hours:

Employee Only: $896
Employee + 1 Dependent: $1,790
Employee + 2 or more Dependents: $2,364

For Regular Part-Time Employees working 20-25 hours:

Employee Only: $448-$560
Employee + 1 Dependent: $895-$1,119
Employee + 2 or more Dependents: $1,182-$1,478

5. Effective for the 2024 plan year, the City shall contribute to each eligible NAME employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time Employees and Regular Part-Time 30-35 hours:

Employee Only: $913
Employee + 1 Dependent: $1,826
Employee + 2 or more Dependents: $2,412

For Regular Part-Time Employees working 20-25 hours:

Employee Only: $457-$571
Employee + 1 Dependent: $913-$1,141
Employee + 2 or more Dependents: $1,206-$1,507

6. Effective for the 2025 plan year, the City shall contribute to each eligible NAME employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular, Full-Time Employees and Regular Part-Time 30-35 hours:

Employee Only: $932
Employee + 1 Dependent: $1,862
Employee + 2 or more Dependents: $2,460

For Regular Part-Time Employees working 20-25 hours:

Employee Only: $466-$582
Employee + 1 Dependent: $931-$1,164
Employee + 2 or more Dependents: $1,230-$1,537

~~13.~~7. **Cash-in-Lieu and Cafeteria Plan Cash Back:** Employees electing not to participate in the City's cafeteria plan and waiving all medical, dental, and vision benefits, will receive $450 "cash-in-lieu" of benefits, which includes the PEMHCA minimum per section A.1 above.

Employees who participate in the cafeteria plan but who do not utilize the full benefit allowance, may receive ~~"cashout"~~ up to $450 per month of any money not used for the purchase of employer-offered benefits. ~~Any~~ Cash-in-lieu and cafeteria plan "~~cashout~~cash back" will be paid to the employee in taxable compensation.

~~For Regular Part-Time Employees working 30-35 hours this amount will be $338-$394.~~
For Regular Part-Time Employees working 20-25 hours this amount will be $225-$281.

~~14.~~8. City and Association agree that in the event of any additional federal or state mandates requiringemployer contributions for health care coverage, the City and Association shall reopen the memorandum of understanding to meet and confer on the issue of health care premiums and itsimpact on total compensation.

9. The City may explore alternatives to the CalPERS health program, in the interest of offering comprehensive and competitively priced health insurance alternatives to employees.

B. Life Insurance

The City agrees to provide $20,000 term life insurance coverage for regular full-time and regular part-time employees. Effective July 1, 2022, this amount will increase to $50,000 for regular full-time and regular part-time employees. The Association agrees that the total compensation base does not includepremiums for life insurance paid by labor market cities. Additional life insurance can be purchased at the employee's option on an after-tax payroll deduction basis.

C. Vision Care

The City will continue to offer a family coverage vision plan to Association members. Association members will cover all costs.

D. Dental Care

The City will continue to offer a family coverage dental plan to Association members. Association members will cover all costs.

~~D.~~E. Long-Term Disability

The City will continue to offer a long-term disability plan to association members on an after-tax payroll deduction basis. Association members will cover all costs.

~~E.~~F. Wellness

1. Employees and their spouses or registered domestic partners and up to 2 children or grandchildren living in the same household, 26 years of age and under, may use the gym, exercise equipment and aquatic facilities (excluding classes and facility rentals) at the Silliman Community Activity and Family Aquatic Center free of charge.

2. Employees, their spouses or registered domestic partners, and their children and grandchildren 26 years of age and under, will receive resident rates for class registration and

facility rentals.

VII. BOOT & JACKET REIMBURSEMENT AND UNIFORM ALLOWANCE

A. Boot & Jacket Reimbursement

Employees in the positions of Building Inspector I/II, Building Mechanic I/II, Engineering Aide I, Community Preservation Specialist (if serving more than 50% of work time in the field), Engineering Technician I (if serving more than 50% of work time in the field), Equipment Mechanic I ~~(regular part-time)~~, Equipment Mechanic II, Field Assistant, General Laborer, Landscape Inspector, Landscape & Parks Maintenance Worker I/II, Public Works Inspector, Senior Building Inspector, Senior Building Mechanic, Senior Equipment Mechanic, Senior Landscape Inspector, Senior Landscape & Parks Maintenance Worker, Senior Street Maintenance Worker, Street Maintenance Worker I/II, and Street Maintenance Worker Lead, will be eligible for a sum of $350 annually with the condition that the boots and jacket (if weather conditions warrant) be worn as part of the employee's uniform. If the City is unable to establish a purchase order system with an outside vendor, ~~The~~ payment will be made as a reimbursement for a sales slip or proof of purchase dated during the term of this agreement. Employees are encouraged to request written pre-approval of reimbursement eligibility, prior to purchasing any items.

B. Employer Provided Uniforms

A uniform shall be provided to specified positions under this agreement. Employees are required to adhere to the respective Department's regulations regarding prescribed uniforms and requirements for uniforms to be clean and in good condition. The employer shall have the responsibility to purchase, launder and make any repairs in order to adhere to Department policies.

C. Vehicle Abatement Officer

Upon appointment to the classification of Vehicle Abatement Officer, a full-time regular employee shall be reimbursed by the City for the purchase of City-approved uniform and equipment up to an amount equal to the maximum of the annual uniform allowance in effect on the date of appointment to Vehicle Abatement Officer. Reimbursement shall be made upon receipt of evidence of purchase. Upon completion of 12 months of continuous active employment or upon reinstatement, Vehicle Abatement Officers shall receive a monthly uniform allowance of $100. If the employment of a Vehicle Abatement Officer is terminated before completion of the probationary period or 18 months of service, whichever is longer, uniforms and equipment purchased by the City through reimbursement pursuant to this provision shall be returned to the City.

VIII. HOURS OF WORK

A. Work ~~Schedule~~week

A standard work ~~schedule~~ week for employees represented by the Association shall be 40 hours per week. ~~A standard workweek shall be 40 hours and may consist of five consecutive 8-hour days beginning or ending on any day of the week.~~ with days and times set at the sole discretion of the department head and City Manager.

The ~~standard~~ workweek begins at 12:01 a.m. ~~Monday~~ Sunday morning and ends at 12:00

midnight on ~~Sunday~~Saturday~~,~~ for all employees who do not work a 9/80 schedule. The workweek begins at the mid-point of the employee's eight-hour day for employees who work a 9/80 schedule. The beginning and end date and time of the workweek must remain consistent.

~~B. Flex Time~~

~~Subject to prior approval of their supervisors, employees are permitted on a predetermined weekly schedule to select their 8 hour work schedule between 7:00 A.M. and 6:00 P.M.; however, all clerical employees shall be on duty from 9:00 A.M. to 11:00 A.M. and from 2:00 P.M. to 4:00 P.M.~~

~~Flex Time will be subject to prior approval of the department head.~~

~~C.~~B. ~~Alternate~~ Work Schedules

Each employee must complete a Work Schedule Agreement form upon hire and whenever their permanent work schedule changes.

~~Alternative work~~Work schedules ~~are made available to eligible staff and~~ are governed by the Guidelines for the Alternate Work Schedule for NAME, Confidential, and Management, Supervisory, and Professional Employees and other applicable Administrative Guidelines. ~~will be subject to the approval of the City Manager.~~

The City reserves the right and shall have the authority to discontinue the alternate work schedule for any reason at any time at its sole discretion.

~~Association members have the option to request working an alternate work schedule (4/10, 9/76 or 9/80). Eligibility for the assignment to the alternate work schedule includes all regular full-time and part-time employees represented by the Association provided that in the determination of the department head, the work schedule will not adversely impact the department or city operation, or result in increased costs to the City. Upon request of an eligible employee, the authorization to work an alternate work schedule shall be at the sole discretion of the department head, or the department head and City Manager for 9/76 work schedules. Operational needs of the department shall be the primary consideration in decisions to approve or deny requests.~~

1. ~~Nine-Eighty Work Schedule (9/80) shall mean a work schedule that equates to 40 hours per week in a two-week period. Typically, an employee assigned to this work schedule will work nine hours per day for four days and one day of eight hours in one week (44 hours) and then nine hours per day for four days in the next week (36 hours).~~

2. ~~Nine-Seventy-Six Work Schedule (9/76) shall mean a work schedule that equates to 38 hours per week in a two week period. Typically, an employee assigned to this work schedule will work eight and one-half hours per day for four days and one day of eight hours in one week (42 hours) and then eight and one-half hours per day for four days in the next week (34 hours). The 9/76 alternate work schedule will continue to be considered full-time. Employee benefits, leave accruals, seniority and layoff displacement rights will continue to be based on a full-time work schedule.~~

3. Four-Ten Work Schedule (4/10) shall mean a work schedule that equates to 40 hours per week. Typically, an employee will work four ten-hour days (40 hours) in each week.

4. The workweek for an alternate work schedule will be set by the Department Head or designee and the Human Resources Director to meet all applicable state and federal laws including the Fair Labor Standards Act.

5. Employees who do not participate in the alternate work schedule may be required to adjust their work schedule to meet the needs of the department or division.

6. An employee's day off during the work week will be determined by his/her immediate supervisor based on staffing needs of the department. City offices will remain open and services will be available to the public Monday through Friday. Employees participating in the alternate work schedule are encouraged to schedule medical and personal appointments, etc. on their day off to minimize absences at work.

Employees authorized to attend training, seminars, or conferences that are less than their scheduled work shift, will be required to return to work, or use their accrued vacation or compensatory time to account for the remaining hour(s). Travel time to and from the normalwork site to the training location shall be included as part of the training time.

D.C. Changes in Work Schedule

1. Employees may make special requests for days off or a change to their work schedule by discussing the change with their supervisor, who will pass any recommendations for changesto the department head for final approval.

2. In all cases in which an employee and their supervisor agree on a temporary schedule change lasting more than one workweek, the schedule change shall be agreed upon in writing and in advance of the implemented change.

1.3. Within a workweek, if an employee or supervisor request a temporary schedule change, "flex time", the requestor must make a written request and the response must also be in writing, indicating agreement or not. As a general practice, flex time may not be used to avoid an employee's use of leave for time off requests or to avoid overtime.

1. In certain divisions where there are a limited number of personnel, it may be necessary for staff members to revert to a 5/40 schedule when another member is on vacation or other leave. The supervisor will make the determination on a case-by-case basis.

2. It may be necessary to have staff members revert to a 5/40 schedule for one or more periods due to operational requirements. The employee's department head or designee shall make the determination regarding the need to revert to a 5/40 schedule.

3. In rare instances, employees may be asked or required to work on their day off. If this occurs, the member will receive compensatory time off or overtime,be compensated in accordance with the existing MOU and FLSA.

4.1. If the employee is reassigned to a different work schedule, the department head, whenever possible, will give the employee advance notice of at least two weeks.

5.1. The City reserves the right and shall have the authority to discontinue the alternate work schedule for any reason at any time at its sole discretion.

6. In all cases in which an employee and his/her supervisor agree on a temporary schedule change, a Temporary Schedule Change Agreement form must be completed in advance of the change, and attached to the employee's time sheet(s) that is affected. Temporary schedule changes must meet the criteria listed on the agreement form and be authorized by Human Resources.

E.D. Holiday Work Schedule

City offices will be closed during the December holiday season. Non-essential employees, as determined by the City Manager, shall participate in a four-day furlough. The City Manager may authorize continuation of some critical services.

1. Employees may use vacation leave, holidays (if applicable), compensatory time, leave credits (if applicable), and/or leave of absence without pay during the four-day absencefurlough.

2. Eligible employees on leave of absence without pay due to the furlough shall be paid holiday pay for holidays occurring during the furlough. Employees on an approved leave of absence without pay that started before December 10 and extends through or beyond December 31the last full pay period in the calendar year will not be affected by the furlough and will not be eligible for holiday pay.

3. Employees may be called back by the City Manager, or designee, as deemed necessary to protect public safety and essential City operations. Every effort shall be made not to call back employees who indicate they will be on vacation and desire not to be called back during the furlough.

4. Employees called out shall be entitled to overtime pay in accordance with the call-out provision in the MOU.

5. Employees who elect a leave of absence without pay for the furlough may request up to a four-day salary advance. Repayment of a salary advance for the furlough may be spread over a period of time provided that:

   a. there is two weeks advance notice to payroll;

   b. the salary advance for a given fiscal year is fully repaid no later than the last full pay period of the calendar year, by May 31so all payments occur within the same calendar and of that fiscal year of the furlough;and

   c. payments begin no later earlier than January July 1 of the fiscal impacted calendar year.

Salary advances for regular part-time employees may be up to the amount of hours the

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employee is regularly scheduled to work during non-furlough workweeks. ~~shall be as follows: Schedules of 20 - 25 hours may receive an advance of 16 hours pay and schedules of 30 - 35 hours may receive~~

d. This salary advance must be requested by June 1 preceding the furlough. Effective at the start of this term of memorandum, the following phase-in period will apply to the salary continuation program, in order to achieve the goal of repayments occurring within the same fiscal year and calendar year:

   a. December 2022 furlough repayment – begins July 2022, must be fully repaid by March 2023.
   b. December 2023 furlough repayment – begins July 2023, must be fully repaid by the first pay period December 2023.
   c. December 2024 furlough repayment – begins July 2024, must be fully repaid by the first pay period December 2024.

~~6. an advance of 24 hours pay.~~

~~7.~~e. ~~The birthday holiday and f~~Floating holidays may be used during the furlough. Association members who are on an alternate work schedule and whose regular day off occurs on a Cityholiday will accrue eight (8) hours of holiday leave per holiday. Those members may apply the accrued holiday(s) leave toward furlough as long as the holiday(s) is accrued prior to use.

~~8.~~f. Benefits will not be affected by the furlough and leave and seniority will continue to accrue without deduction or penalty during the furlough period. Nothing in this agreement shall reduce the base salary of employees.

~~9.~~g. Employees without sufficient salary to cover deductions for health care or other similar deductions are required to pay for these deductions no later than December 15 of each year. Deductions from salary will be made in the following order: 1) mandatory deductions, 2) health and welfare deductions, 3) judgments, 4) deferred compensation, 5) credit union deductions, 6) association dues. If a different order of priority is desired, employees shouldcontact the Finance ~~Division~~Department.

IX. RETIREMENT BENEFITS

A. Classic Members

1. All regular full-time and regular part-time NAME members who were appointed prior to January 1, 2013 and all "Classic Members" (as defined by CalPERS) are referred herein either as "Classic Members" or as "Classic".

2. Classic Members shall be provided the 2.5% at 55 formula in accordance with Government Code Section 21354.4 and the Public Employee's Pension Reform Act of 2013.

3. All Classic Members will contribute the employee contribution rate of eight percent (8%) for the 2.5% at 55 retirement benefit.

4. Additional Contribution Towards Employer Rate.

   a. In addition, if the CalPERS Miscellaneous Plan employer actuarial rate for the 2.5% at

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55 formula exceeds 10.00% to a maximum of 16.936%, all Classic Members will contribute a percentage of salary towards the employer rate sufficient to equally share in the cost with the City. In the event that the employer rate for Classic Members exceeds 16.936%, the City shall be responsible for any increase above 16.936%. In subsequent years of the pay plan, if the rate over 10.00% decreases the percentage of salary that Classic Members contribute towards the employer rate will be reduced by the above formula. Employer rate reductions below 10.00% will not be shared under the above formula.

b. The following is for illustrative purposes only:

If the CalPERS Miscellaneous Plan 2.5% at 55 formula employer actuarial rate increased ~~from 10.00% to 1~~by 3.00%, each Classic Member would contribute an additional 1.50% of ~~his/her~~their salary to pay towards the employer rate for the retirement benefit. The City would then be responsible for matching the additional 1.50%. If during the subsequent years of this pay plan, the rate decreased ~~from 1~~ by 3.00% ~~to 11.00%~~, each Classic Member would ~~contribute .50%~~no longer contribute the additional 1.50% of ~~his/her~~their salary towards the employer rate to pay for the retirement benefit.

B. PEPRA Members

1. Regular full-time and regular part-time NAME members who were appointed on or after January 1, 2013 and who are "PEPRA Members" (as defined by CalPERS) will contribute half the normal cost of the 2.0% at 62 plan as required by the Public Employee's Pension Reform Act of 2013.

2. Additional Contribution Towards Employer Rate.

   a. In addition, PEPRA Members will contribute the same percentage for the employer rate as Classic Members pay. ~~(currently 3.468%) for a current total of 9.718%.~~

   b. The following is for illustrative purposes only:

   If Classic Members pay 3.468% of the employer rate, PEPRA Members will pay a total of 3.468% of the employer rate. If the employee rate for PEPRA Members is 6.7~~2~~5%, in this example PEPRA Members would pay the 6.7~~2~~5% employee rate plus an additional 3.468% towards the employer rate for a total of ~~9.7~~ 10.218%.

3. Notices of increases or decreases in the CalPERS Miscellaneous Plan employer actuarial rate will be provided to an Association Representative in advance of the effective date.

4. The City agrees to continue the Indexed level 1959 survivor benefit option. The group members agree that any costs now or in the future for the Indexed level 1959 survivor benefit will be paid by the members.

X. VACATION LEAVE

In accordance with the Personnel Ordinance and Personnel Rules and Regulations, annual vacation leave entitlement shall be as follows:

A. Regular Full-Time Employees

Beginning on the 90th day of employment, regular full-time employees shall be eligible to earn vacation leave. Upon the completion of said period of service, regular full-time employees shall be credited with twenty (20) hours of vacation leave, and shall thereafter accrue vacation leave at the rate provided below:

Years of Completed Service	Full-Time work schedule
Less than five (5) years	6.667 hrs/month
5 through 9	10.000 hrs/month
10 through 14	13.334 hrs/month
15 through 19	14.667 hrs/month
20 or more	16.667 hrs/month

Regular full-time employees who separate from City service after 90 days of employment shall be paid for that part of vacation accumulation that remains unused at the time of termination. Payment for unused vacation shall be made at the rate of pay in effect for such employees at the time of separation. Regular full-time employees who terminate from City service prior to the completion of said 90 day period shall not be entitled to compensation for vacation leave, as none has been accrued.

An eligible employee must be actively at work, on certain protected leaves, or on a leave with pay for at least one-half the regularly scheduled work days in a month to accrue vacation leave credit for that month.

B. Regular Part-Time Employees

Beginning on the 90th day of employment, regular part-time employees shall be credited with 10-12.5 hours of vacation leave for 20-25 hour employees, or 15-17.5 hours of vacation leave for 30-35 hour employees and shall thereafter accrue vacation leave at the rate provided below:

Years of Completed Service	20-25 hour work schedule	30-35 hour work schedule
Less than five (5) years	3.334-4.167 hrs/mo	5.000-5.834 hrs/mo
5 through 9	5.000-6.250 hrs/mo	7.500-8.750 hrs/mo
10 through 14	6.667-8.334 hrs/mo	10.000-11.667 hrs/mo
15 through 19	7.334-9.167 hrs/mo	11.000-12.834 hrs/mo
20 or more	8.334-10.417 hrs/mo	12.500-14.584 hrs/mo

Effective July 1, 2010, proration of RPT vacation leave will be based on actual hours worked or budgeted to work. For example, an RPT employee with one year of City service who works 35 hours per week will receive 5.834 hours of vacation per month. An RPT employee who works 24 hours per week will receive 4.0 hours of vacation per month. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

For payroll implementation, hours/accruals in excess of those based on a 20 or 30 hour workweek will be reimbursed to RPT employees on a quarterly basis until the process is automated.

An eligible employee must be actively at work, on certain protected leaves, or on a leave with pay for at least one-half the regularly scheduled work days in a month to accrue vacation leave credit for that month. (One-half the month for regular part-time employees shall not be based on hours worked, but rather the number of regularly authorized workdays.)

Current employees designated as "regular part-time" on or before July 1, 1991 shall use their original date for appointment to regular City service as the date for calculating service time to determine the rate of vacation accrual. For appointments after July 1, 1991, rates of accrual will be based on date of appointment to "regular part-time".

Regular part-time employees who separate from City service after 90 days shall be paid for accrued but unused vacation leave at the time of separation. Payment for unused vacation shall be made at the rate of pay in effect for such employees at the time of separation. Regular part-time employees who separate from City service prior to working 90 days shall not be entitled to compensation for vacation leave, as none has been accrued.

C. Vacation Buy-back

Effective July 1, 2010, upon using one-half of the vacation time accrued during the 12-month period from July 1 through June 30, a regular full-time employee may request to receive pay for up to a total of eighty (80) hours per fiscal year of vacation (sixty (60) to seventy (70) hours for 30 –35 hour employees and forty (40) to fifty (50) hours for 20-25 hour employees) in hourly increments at the current hourly salary rate provided there is a minimum of one (1) week remaining in the employee's vacation bank after the conversion. For example, an RPTemployee working 35 hours per week may request up to a total of 70 hours of vacation buy- back per fiscal year. Requests for vacation buy-back may be made up to two times per fiscal year in October and/or April for payment on December 15 and/or June 15.

For calendar year 2022 only, the total amount of vacation eligible for buy-back will be increased one time to 120 hours for regular full-time employees, 100 to 110 for 30-35 hour employees, and 80 to 90 for 20-25 hour employees.

Effective November 2022:-
By December 1 of each calendar year, eligible employees who want to cash out accrued vacation leave in the following calendar year shall make an irrevocable election to cash out in the next calendar year, subject to the conditions set forth below:

- For regular full-time employees: The employee may cash out up to 80 hours of vacation.
- For regular 30-35 hour part-time employees: The employee may cash out up to 60-70 hours of vacation.
- For regular 20-25 hour part-time employees: The employee may cash out up to 40-50 hours of vacation.
- To be eligible to cash out, the employee must have used at least one-half of the vacation time accrued during the 12-month period preceding December.
- Employees must have the equivalent of one regular work week remaining in vacation accruals at the time of cash out.
- Employees must submit their Vacation Buy-Back Request Form to Payroll by December 1. This is an irrevocable election by the employee.

For example, to buy~~sell~~ back vacation leave that is accrued in calendar year 2023, a full-time employee must elect by December 1, 2022, how much they want to buy~~sell~~ back. The employee must have used a minimum of 50% of their accrued vacation between

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December 1, 2021 and November 30, 2022. Employees must further ensure they will have at least one work week of vacation accruals remaining at the time of the buy~~sell~~ back which will occur in December 2023. The sell back will be paid out in the last full pay period of December 2023, which is ~~for calendar year 2023 is paid on~~ December 29, 2023.

The City makes no representation as to the tax consequences of an employee cashing out accrued leave or the vacation sellback program. It is the employee's sole responsibility to address the tax consequences of cashing out accrued leave or the vacation ~~sell~~buy-back program.

D. Maximum Accumulation

Regular full-time employees may accumulate vacation credits according to the following schedule:

Years of Completed Service	Maximum accrual
1 through 4	160 hours
5 through 9	240 hours
10 through 14	320 hours
15 through 19	352 hours
20 or more	400 hours

Regular part-time employees may accumulate vacation credits according to the following schedule:

Years of Completed Service	20-25 hour Maximum accrual	30-35 hour Maximum accrual
1 through 4	80-100 hours	120-140 hours
5 through 9	120-150 hours	180-210 hours
10 through 14	160-200 hours	240-280 hours
15 through 19	176-220 hours	264-308 hours
20 or more	200-250 hours	300-350 hours

XI. SICK LEAVE

A. Purpose

The purpose of sick leave is to allow eligible employees who are ill or injured to remain absent from work with pay, or to be used for medical and dental appointments that are unable to be scheduled during non-work hours, within the limitations of this section. Sick leave is granted for recovery from illness or injury so as to be physically able to return to work. This section is intended to comply with all applicable state, federal and local laws regarding sick leave absences.

Each calendar year, employees may use an amount equal to six months of annual accrued and available sick leave to care for their sick child, parent, domestic partner (as defined by California Family Code Section 297), or spouse. Sick leave may be utilized for any leave covered under the Family Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA).

B. Accrual for Regular Full-Time Employees

Beginning on the 90th day of employment, regular full-time employees accrue sick leave with pay at the rate of eight hours for each calendar month of service. Regular full-time employees shall accumulate unused sick leave at the rate of 96 hours a year to a total of not more than 960 hours.

C. Accrual for Regular Part-Time Employees

Beginning on the 90th day of employment, regular part-time employees shall be eligible to accrue and use sick leave with pay at the following rates and to the following maximums:

Work Schedule	Monthly Accrual Rate	Maximum Accrual
20-25 work hours	4-5 hours	480-600
30-35 work hours	6-7 hours	720-840

Effective July 1, 2010, proration of RPT sick leave will be based on actual hours worked or budgeted to work. For example, an RPT employee who works 35 hours per week will receive 7 hours of sick leave per month. An RPT employee who works 24 hours per week will receive 4.8 hours of sick leave per month. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

For payroll implementation, hours/accruals in excess of those based on a 20 or 30 hour workweek will be reimbursed to RPT employees on a quarterly basis until the process is automated.

Regular full-time and regular part-time employees must be actively at work or on leave with pay for at least one-half the regularly scheduled workdays in a month to accrue sick leave credit for that month. (One-half the month for regular part-time employees shall not be based on hours worked, but rather the number of regularly authorized workdays.)

D. Retirement Service Credit

Retirement service credit accounts have been established for each eligible employee in which that member may accrue retirement service credit toward early retirement under the Public Employees' Retirement System plan applicable to miscellaneous employees. Retirement service credits cannot be used as sick leave as provided in this Agreement or the Personnel Rules but may be used only towards early retirement under the Public Employees' Retirement System. Sick leave credit accrued in excess of 120 days (960 hours for full-time, 720-840 hours for 30-35 hour part-time employees, and 480-600 hours for 20-25 hour part-time employees) shall be placed in the individual's retirement service credit account. Accumulation of retirement service credit shall be unlimited.

Individuals with less than 120 days accumulation may designate a portion or all of their accumulation of sick leave credit after July 1, 1980 to be placed in the retirement service credit account. However, once placed in the retirement service credit account it can be used only for retirement service credit and cannot be withdrawn from that account.

E. Administration of Sick Leave

1. ~~In addition to the eight (8) hours of sick leave conversion stated in section XIII. Medical leave, Item A of this M.O.U., w~~When an eligible employee is unable to schedule a medical and/or dental appointment for treatment of an industrial or non-industrial illness or injury during off duty time, with ~~the~~ supervisor approval ~~of the department head~~, the employee may charge time off for the medical and/or dental appointment to sick leave.

2. For employee illness or injury to qualify for sick leave, the ill or injured employee shall notify the supervisor as required by Department policy. The supervisor will notify Human Resources or an employee's leave if the employee uses four (4) or more sick leave days within any continuous six month period.

3. If an eligible employee uses sick leave any time in excess of two (2) continuous days, the employee's department head may require the employee to furnish a certificate from a practicing physician, licensed pursuant to Chapter 5 of Division 2 of the California Business and Professions Code of the employee's choice, who has examined the employee, so that the employee's ability to return to work may be ascertained. In any case and at any time, the Department Head may require submittal of periodic physician's reports concerning the employee's condition and ability to return to and continue work.

4. In addition to the procedure outlined above, the following procedure, currently in effect, shall be followed by eligible employees with regard to sick leave use:

    a. Whenever a department head has reasonable cause to believe that an eligible employee's condition of health is affecting or could affect the employee's ability to work, the department head may require the employee to submit to an examination by a licensed physician selected by the City. If the physician determines that the eligible employee should not be undertaking certain duties required by ~~his/her~~their position classification, the department head may require the employee to use accrued sick leave until sufficiently recovered to return to work.

    b. Absence for illness or to care for employees' sick children, parents, or spouse may not be charged to sick leave not already accumulated by the employee.

    c. Regular full-time employees who have served less than 90 days with the City shall receive no sick leave. Beginning on the 90th day of employment, the employee shall receive credit for the 90 days of service to the City.

    d. An eligible employee absent from duty due to illness or a City job-related injury who has been performing outside employment authorized by the department head shall refrain from working at the outside employment until he/she is fully recovered from the illness or injury.

    e. Absences without pay for illness or injury may be granted by the City Manager to a regular full-time or regular part-time employee for a period not to exceed 120 days in a calendar year, provided that an employee who is about to exhaust all sick leave benefits makes a written request for such absence to the department head. The request for absence without pay shall be accompanied by a certificate that the employee is unable to work.

    f. The department head may require submittal of periodic physician's reports concerning

the employee's condition and ability to return to work, and may require the employee to submit to an examination by a licensed physician selected by the City. The City Manager may order the employee to return to work if the City-selected physician reportsthat the employee is capable of doing so. At any time during the period of sick leave without pay as provided above, upon presenting to the appointing authority a written certificate from the attending physician that the employee is released to return to work,s/he shall resume regular duties within two (2) work days.

F. **COVID-Related Temporary Benefits:**

The City granted employees that were unable to perform their regular duties due to COVID-19 related impacts, emergency paid administrative leave beginning March 17, 2020 ("EPAL"). Beginning April 30, 2020, the City stopped providing EPAL and members of NAME that were unable to work and were thus required to shelter in place had access, and agreed to utilize, up to 80 hours of Emergency Paid Sick Leave.

Members of NAME that did not use EPAL or only partially used EPAL between March 17, 2020 and April 30, 2020 are eligible for up to 120 hours of Additional Administrative Leave ("AAL"). Full time employees that are members of NAME are eligible for up to 120 hours of AAL based on 3 weeks of regularly scheduled full time hours (40 hours per week) with part time employees eligible for a prorated amount of AALbased on 3 weeks of regularly scheduled part-time hours. A.AL will be reduced proportionately hour for hour by the amount of EPAL that a member of NAME used. For example, if a full time employee member of NAME partially worked between March 17, 2020 and April 30, 2020, but still utilized 60 hours of EPAL, that member would have 60 hours of AAL, while if a part time employee member of NAME that is regularly scheduled for 30 hours per week (and is thus eligible for up to 90 hours of AAL) utilized 60 hours of EPAL, that member would have 30hours of AAL. AAL has no cash value and must be used by December 31, 2022. Any AAL remaining on January 1, 2023 will be removed and no longer available for use.

XII. PERSONAL LEAVE

A. Regular Full-Time Employees

All regular full-time employees represented by the Association shall be granted a maximum of two (2) hours of personal leave with pay each fiscal year. ~~allowed~~

The City shall allow regular full-time employees represented by the Association to convert a maximum of eight (8) hours of sick leave to personal leave during each fiscal year. The 8 hours of converted personal leave is to be used for unforeseen, unplanned, emergency situations not due to illness, in which advanced approval is not possible so the use of vacation and

compensatory time is not allowed, or for furlough.

B. Regular Part-Time Employees

All regular part-time employees represented by the Association shall be granted a maximum of one (1) hour of personal leave with pay each fiscal year.

The City shall allow regular part-time employees represented by the Association to convert four (4) to seven (7) hours of sick leave to personal leave based on actual hours worked or budgeted to work. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration during the fiscal year.

~~XIII. MEDICAL LEAVE~~

~~A. The City shall allow regular full-time employees represented by the Association to convert eight (8) hours of sick leave during each fiscal year to be used for routine medical and dental appointments that cannot be accommodated during normal off-duty hours.~~

~~The City shall allow regular, part-time employees represented by the Association to convert four (4) hours to seven (7) hours of sick leave each fiscal year based on actual hours worked or budgeted to work to be used for routine medical and dental appointments that cannot be accommodated during normal off-duty hours. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.~~

~~XIV.~~XIII. **LEAVE OF ABSENCE WITHOUT PAY**

A. Regular Full-Time Employees

Regular full-time employees represented by the Association with 40 hours or less of accrued leave shall be eligible for a leave of absence without pay as specified in the Personnel Rules and Regulations.

B. Regular Part-Time Employees

Regular part-time employees represented by the Association with 20 hours or less (20-25 hour employees) or 30 hours or less (30-35 hour employees) of accrued leave shall be eligible for a leave of absence as specified in the Personnel Rules and Regulations.

C. An approved leave of absence without pay of less than thirty (30) days shall have no effect on the employee's seniority date. An employee's seniority date shall be adjusted for authorized absence without pay of thirty (30) days or more, not including protected leaves. The seniority date shall be adjusted one month for each month that an employee was on leave without pay. (See Section III-Definitions, Paragraph G.)

D. Leave of absence without pay can be used toward the holiday furlough per Section VIII-Hours of Work, Section E-Holiday Work Schedule, regardless of the number of hours of accrued leave an employee has.

~~XV.~~XIV. **OVERTIME**

A. Work Week

The workweek for employees on standard and alternate work schedules represented by the Association are defined in Section VIII-Hours of Work, A and C, respectively.

B. Work Day

The work day is established by the ~~supervisor's appointment of an employee to a standard work schedule or approval of an Alternate~~ Work Schedule ~~Implementation~~ Agreement. For full-time employees, a regular work day as described in this section is equal to the number of hours an employee is scheduled to work on any day of the week, 12:01 a.m. to 12:00 midnight, with the following exception: those employees on a 9/76 or 9/80 schedule must continue to abide by their assigned schedule on their eight (8) hour work day. On this day, a regular work day is four (4) hours work time prior to the workweek start time, and four (4) hours work time after the workweek start time ~~within the hours of 12:01 a.m. to 12:00 midnight~~.

C. Overtime Work

Any hours worked in excess of forty (40) hours per week shall be classed as overtime work. All hours paid shall be counted toward the forty (40) hour threshold for purposes of determining if an employee is entitled to receive overtime compensation, except: 1) sick leave;

and 2) vacation leave that is not requested and approved at least two weeks prior to the scheduled time off. In the event of a designated emergency, sick leave hours will be counted toward the forty (40) hour threshold. Work performed by regular part-time employees in excess of forty (40) hours of actual work in a scheduled workweek shall be classed as overtimework.

The city may require employees to work more than the scheduled workday or workweek. Nothing in this section shall preclude the right of management to adjust a work schedule during a seven-day work period to accommodate the needs of an employee or when the best interests of the City may be served by such adjustment.

D. Compensation for Overtime Work

Overtime work approved by the supervisor shall be compensated at the rate of time and one-half the straight time rate in the form of pay or compensatory time, at the election of the employee, up to a maximum of eighty (80) hours.

An employee who has accrued the maximum number of compensatory hours shall receive overtime compensation in pay at the rate of time and one-half the straight time rate for any additional approved overtime hours worked.

Accrued compensatory time may be used by an ~~miscellaneous~~ employee at ~~his/her~~their discretion, subject to the approval of the department head.

Compensatory time accrual may be cashed-out for up to eighty (80) hours per fiscal year. Cash out will be in November and April of the fiscal year. This cash-out option will terminate after the November 2022 cash out.

Effective December 2022, accrued compensatory time in each calendar year shall be paid out in the last full pay period of December of that same calendar year. Compensatory time may not be accrued between the date of the end of the last full pay period in December and December 31st. Time worked during that time period will be paid.

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E. Scheduled Overtime

An employee who has been scheduled and notified at least twenty-four (24) hours in advance to return to work on overtime more than two (2) hours after the end or two (2) hours before the beginning of a shift, on non-flexed holidays, or on non-flexed scheduled days off, shall receive upon reporting to work a minimum of two (2) hours of work, or if two (2) hours of work is not furnished, a minimum of two (2) hours of pay. Overtime will be paid for non-flexed scheduled days off and/or non-flexed holidays at the overtime rate for all hours worked in excess of forty (40) hours. All hours paid shall be counted toward the forty (40) hour threshold for purposes of determining if an employee is entitled to receive overtime compensation with the exception of: 1) sick leave; and 2) vacation leave that is not requested and approved at least two weeks prior to the scheduled time off.

F. Unscheduled Overtime- Call Back Pay

An employee who has been notified less than twenty-four (24) hours in advance to return to work on overtime between 6:00 a.m. and 11:59 p.m. on ~~his/her~~their regularly scheduled work day shall receive upon arriving to work a minimum of three (3) hours of work at the overtime rate, or if three (3) hours of work is not furnished, a minimum of three hours of pay at the overtime rate. If three (3) hours of work is not furnished and the employee is released then called back and returns to work within the same three (3) hour time period, only one minimum shall apply.

An employee who has been notified less than twenty-four (24) hours in advance to return to work on overtime between 12:00 a.m. and 5:59 a.m., holidays, or scheduled days off, shall receive upon arriving to work a minimum of four (4) hours of work at the overtime rate or if four (4) hours of work is not furnished, a minimum of four (4) hours of pay at the overtime rate. If four (4) hours of work is not furnished and the employee is released then called back and returns to work within the same four (4) hour period, only one minimum shall apply.

G. Alternate Work Schedule Overtime

Should subsequent legislation, either at the State or Federal level, require the payment of overtime for work beyond eight (8) hours in a single day, the alternate work schedule will be discontinued.

H. Work Schedule Flexing

With reasonable advanced notice, employees may be assigned to shifts outside of their

normal work schedule, to include early morning, evening, weekend and/or holidays. For hours worked up to forty (40) hours in the flexed work week, employees will be paid straight time.

I. Designated Emergencies

Notwithstanding any other provision, all hours actually worked as a result of a designated emergency shall be compensated at the overtime rate of time and one half for all hours over forty (40) per week. All hours paid shall be counted toward the forty (40) hour work week for purposes of determining if an employee is entitled to receive overtime compensation including sick time. The designation of an emergency shall be at the sole discretion of the City.

~~XVI.~~XV. ACTING/SPECIAL ASSIGNMENT PAY

A. Regular full-time and regular part-time employees may be assigned to perform the duties of a regular position in a higher classification on a temporary basis. Such assignments shall be termed "acting assignments" and shall be made subject to the following conditions:

1. Acting assignments shall be made by the department head only, with City Managerapproval, and shall be made with written notification to the acting employee.

2. Acting assignments shall be made only in those instances where the acting employee is required to perform all or substantially all of the duties and responsibilities of the higher level position for which the employee is acting.

3. Acting pay shall be an increase above the acting employee's compensation base of five percent (5%) or the bottom of the higher classification, whichever is greater. An employee shall not receive an increase that is higher than the top of the range of the higher classification.

4. Acting pay shall be effective the date the employee assumes the duties of the higher position, provided he/she is designated in writing by the department head.

B. The City agrees to pay Landscape &Park Maintenance I/II and Senior Landscape & Park Maintenance Worker employees certified to spray pesticides 5% above their compensation base pay for actual time performing pesticide spraying.

C. Effective July 1, 2019, the City agrees to pay regular full-time employees bilingual assignment pay of $100.00 per month. Regular part-time employees scheduled to work 30-35 hours per week will receive bilingual assignment pay of $75 per month and regular part-time employees scheduled to work 20-25 hours per week will receive bilingual assignment pay of $50 per month. Eligibility for bilingual assignment pay shall be made subject to the conditions listed in Administrative Regulation 0522.

D. Nothing in this section shall preclude the temporary assignment of an employee to perform some of the duties of a higher classification for the purpose of providing training in the work of the higher classification. Such temporary training assignments shall not constitute an acting assignment within the meaning of this section.

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It is understood that the provisions of this section shall not be interpreted as requiring the City to fill each temporary vacancy by an acting assignment.

~~XVII.~~XVI. HOLIDAYS

A. Holidays

The following days shall be recognized as municipal holidays for pay purposes for regular full-time and part-time employees represented by the Association:

- January 1, New Year's Day
- Third Monday in January, Martin Luther King, Jr. Day
- Third Monday in February, Presidents Day
- Last Monday in May, Memorial Day
- July 4, Independence Day
- First Monday in September, Labor Day
- November 11, Veterans Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- ~~Last work day before Christmas~~December 24, Christmas Eve Day
- December 25, Christmas Day
- ~~Employee's Birthday, to be taken within the fiscal year of the employee's birthday, subject to department head approval.~~
- Two Floating Holidays, to be scheduled subject to department head approval.

When any day recognized as a holiday by the City falls on a Sunday, the following Monday shall be considered the holiday. When any day recognized as a holiday by the City falls on a Saturday, the preceding Friday shall be considered the holiday.

B. ~~The employee birthday holiday and the F~~floating holidays must be scheduled and used during thefiscal year.

C. If an employee's hire date falls between July 1 and December 31, the employee will be eligible for the floating holiday during the current fiscal year. If an employee's hire date falls between January 1 and June 30, the employee will be eligible for the floating holiday beginning July 1, in the next fiscal year.

D. Holidays shall not be carried over from one fiscal year to another. Upon termination, an unused holiday cannot be converted to cash.

E. Holiday Compensation

Regular full-time employees on standard or alternate work schedules will receive eight (8) hours of pay for each holiday that falls on a scheduled workday.

Closed Holiday credits and debits will be calculated for each employee by Payroll and will be funded in the employee's Floating Holiday Bank on July 1 for the current fiscal year. Closed Holiday Credits are subject to all the benefits and restrictions of a Floating Holiday. They have

no cash value and cannot be carried over from one fiscal year to the next fiscal year. If the employee separates from service before the end of the fiscal year, no further adjustments in the Closed Holiday Credits will be made.

Employees on other alternate work schedules (e.g., the 9/76, or 9/80 bi-weekly schedules) must use additional accrued vacation or compensatory time to account for the remaining half-hour(s) or hour(s). If the employee does not have any accrued leave available to be charged for the additional half-hour(s) or hour(s) for the holiday, the employee shall be charged with leave without pay.

~~When an employee on an alternate work schedule works on a holiday or the holiday occurs on a day of the week that is the employee's regularly scheduled day off, with the approval of the Department Head or designee, the employee shall be required to take the scheduled day off (8 hours) within 30 days of the holiday, or forfeit the eight hour day off.~~

Regular part-time employees will receive pro-ration of holidays based on actual hours worked or budgeted to work. For example, an RPT employee who works 35 hours per week will receive 7 hours of pay per holiday. An RPT employee who works 24 hours per week will receive 4.8 hours of pay per holiday. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration. Holiday hours are accrued as follows:

Work Schedule	Holiday Pay
20-25 work hours	4-5 hours per holiday
30-35 work hours	6-7 hours per holiday

~~XVIII.~~XVII. BEREAVEMENT LEAVE

Regular full-time employees may be granted up to a maximum of forty (40) hours of bereavement leave where there has been a death of a husband, wife, domestic partner, ~~son, daughter, stepson, stepdaughter,~~ sister, brother, mother, stepmother, father, stepfather, grandparent, grandchild, grandparent-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law of an employee in order that the employee may attend last rites and attend to any pressing matters resulting from the death. A maximum of eighty (80) hours of bereavement leave may be granted for the death of a son, daughter, stepson, or stepdaughter.

Regular part-time employees shall be eligible for prorated bereavement leave based on actual hours worked or budgeted to work. For example, an RPT employee who works 35 hours per week will receive up to a maximum of 35 hours of bereavement leave. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration. Bereavement leave will be prorated as follows:

Work Schedule	Prorated Bereavement Leave
20-25 work hours	up to a maximum of 20-25 hours
30-35 work hours	up to a maximum of 30-35 hours

~~XIX.~~XVIII. EDUCATIONAL REIMBURSEMENT OF TUITION FEES AND BOOK COSTS

A. Regular full-time and regular part-time employees are eligible on a first-come, first served basis for the educational reimbursement of tuition fees and book costs.

B. The City shall establish a fund of $14,000 which shall be the City's total obligation for financing tuition fees and required textbook costs for job-related academic courses, courses taken in pursuit of a college degree, or education undertaken to maintain or improve skills related to work performance in the employee's current position. Reimbursement to individual employees approved by the department head shall be for courses attended during the term of this Memorandum of Understanding and shall not exceed $4,000 per employee per fiscal year. Should monies remain in the fund at the end of the fiscal year, the funds will be distributed equitably among employees that had eligible expenses beyond the $4,000 per employee limit, up to their maximum expense incurred. Reimbursements taxable under the IRS will be taxed to comply with IRS regulations.

1. Eligible employees shall request written approval from their respective department heads to be reimbursed for courses or approved fees authorized under this provision prior to registration in the course or educational program ~~(e.g., Saint Mary's College bachelor's or graduate programs)~~.

2. Reimbursement shall be made for all tuition fees and required textbook costs of satisfactorily completed, City-approved courses directly related to the employee's job. In the event that an employee's educational program is unable to identify the specific cost associated with a specific course, reimbursements will be processed based on the average course cost using the following formula:

   Total educational program fees (e.g., B.S/B.A degree programs) divided by the total number of courses required to obtain the degree will equal the average course fee.

3. Satisfactory completion shall mean the attainment of a course grade of "C" or better or documentation of satisfactory completion acceptable to the City. No reimbursement shall be made to employees who either unsatisfactorily complete or withdraw from an approved course or educational program.

4. Reimbursement shall be processed upon evidence of the successful completion of a course(s).

5. The City shall not provide reimbursement for any personal vehicle mileage or any expense other than tuition fees and required textbook costs.

C. Reimbursement shall be achieved by following the instructions listed on the back of the "Request for Educational Reimbursement" form, available electronically on the citywide information system or through the Human Resources office.

D. Required textbooks for which the employee was reimbursed shall become the property of the employee.

E. It is the intent of this policy that all eligible employees, though eligible for reimbursement of expenses, shall carry out their educational programs on their own personal time. Departmental shifts are arranged to allow an employee to enroll in a college program with reasonable assurance that course work attendance shall not be disrupted at mid-semester or mid-quarter. This policy

does not guarantee that such disruption shall not occur; however, the Department Head shall insure that a reasonable effort will be made to avoid such disruptions when it may be achieved without inconvenience to departmental operations.

In the event that some activity of the educational program is to take place during the employee's duty hours, it shall be the responsibility of the employee to make the necessary arrangements for personal time off.

In this regard, the employee may make whatever arrangements are possible; however, the needs of the Department shall be of primary consideration in these situations.

This policy is not intended to serve as a directive to employees to conduct personal education programs beyond the programs required and/or provided by the City. The course work referred to here is that which is undertaken voluntarily by the employee and not subject to remuneration under provisions of the Fair Labor Standards Act.

~~XX.~~XIX. PERSONNEL REDUCTION PROCEDURE

~~A.~~ The Personnel Reduction Procedure set forth in the Personnel Rules and Regulations including Work Schedule Reductions In Lieu of Layoff shall apply to regular full-time and regular part-timeemployees represented by NAME.

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A. Eligibility for PST Employment Following Lay Off

Employees who have been the subject of layoff are eligible to be considered for Part-Time, Seasonal, Temporary (PST) employment to work in positions in the City of Newark as described below:

1. An employee who is the subject of layoff can apply for a Part-Time Seasonal position in the same or in a different job class performing the same or different job duties as ~~he/she~~the employee held and performed as a regular or full-time employee;
2. City will consider the employee who is the subject of layoff for the Part-Time Seasonal position for which ~~he/she~~the employee applied;
3. City may or may not hire the employee for that Part-Time Seasonal position at the discretion of the City;
4. Employee will be compensated at the Part-Time Seasonal position rate of pay;
5. If employee is hired as a Part-Time Seasonal employee, the employee will remain on the Reinstatement List and the time on the Reinstatement List will not be interrupted;
6. Time worked as a Part-Time Seasonal employee does not count toward seniority;
7. If the employee is hired as a Part-Time Seasonal employee and the employee is eligible in the PERS Retirement System, the City will re-enroll employee in the PERS Retirement Plan and employee and the City will make appropriate retirement contributions.

~~XXI.~~XX. GRIEVANCE PROCEDURE

Any dispute between the City and an employee represented by the Association regarding the interpretation or application of this Memorandum of Understanding shall be considered a grievance. A grievance may be filed by an employee on ~~his/her~~their own behalf or by the President of the

Association or ~~his/her~~their designated representative affecting the rights of an employee or employees pursuant to this agreement who is represented by the Association. For purposes of this section, all notices required herein shall be affected when personally served supported by a declaration under penalty of perjury of the fact of personal service stating the time, place, and person served. Noticemay also be served by addressing said notice to the City supervisor involved at the City Administration Building or the employee at ~~his/her~~their home address as shown in the Human ResourcesDepartment, postage prepaid, mailed by certified mail return receipt requested. Notice sent by certified mail shall be considered received upon deposit in the U.S. Mail postage prepaid.

A written grievance shall contain a complete statement of the grievance, the alleged facts upon which the grievance is based, the reasons for the grievance, the remedy requested, and the sections of this agreement alleged to have been violated. The grievance shall be signed and dated by the employee or the President of the Association on behalf of an employee or employees represented by the Association.

Hearings on grievances and actual filing of grievances may be processed during normally scheduled working hours. All other activities related to the employee's preparation and processing of the appeal shall be done outside of scheduled working hours. No employee or Association representative shall be entitled to any additional compensation or premium pay for any time spent in preparing or processing grievances. No grievances shall be processed during periods of overtime.

The employee or the Association shall pay for the time and expenses of ~~his/her~~their (its) representativesand witnesses through all stages of the grievance procedure. Witnesses who are City employees and who are on duty at the time of a scheduled appearance shall be released from duty without lossof compensation for the time required to testify. One spokesperson from the Association shall be permitted to be present without loss of compensation during hearings on grievances.

Time limits set forth herein for processing of the grievance procedure are of the essence of this procedure and are to be strictly complied with. Time limits may be extended only by written mutual agreement of the employee and/or Association and the supervisor conducting a hearing.

Any grievance not filed or appealed by the employee within the time limits specified shall be considered settled on the basis of the last disposition given. In the event the grievance is not answered by the City within the time limits set forth herein, the employee and/or the Association on behalf of the employee may take the grievance to the next higher step in the grievance procedure within the time limits provided.

No resolution of any grievance shall be contrary to the provisions of this Memorandum of Understanding.

Grievances shall be processed in the following manner:

A. Within ten (10) calendar days of the occurrence or ten (10) calendar days from such time as the

employee or Association should reasonably have been aware of the occurrence on which a grievance is based, the employee and/or Association representative shall discuss the grievance in a meeting with the immediate supervisor of the employee involved. A two-calendar day extension of this time period will be authorized by the department head, or designee, upon written notice from an employee or the Association that additional time is required to formallysubmit a grievance.

B. If after such discussion the employee and/or the Association do not believe the problem has been satisfactorily resolved, ~~he/she/it~~they shall have the right, within ten (10) calendar days of the occurrence of the matter to file a formal written grievance of the personnel action with the employee's immediate supervisor.

C. Within ten (10) calendar days of receipt of the notice of formal written grievance, the immediate supervisor shall provide ~~his/her~~their decision in writing to the employee and/or Association representative.

D. Within ten (10) calendar days of the receipt of the decision from the employee's immediate supervisor, the employee and/or the Association may appeal the grievance by presenting a formal written appeal on the grievance to the appropriate department head, with a copy to the Human Resources Director.

E. Within ten (10) calendar days of receipt of the formal appeal on the grievance, the department head shall provide a written decision to the employee and/or Association.

F. Within ten (10) calendar days of receipt of the department head's decision, the employee and/or the Association may present a formal appeal of the grievance to the City Manager. The City Manager or ~~his/her~~their designated representative shall make a thorough review of the grievance, meet with the parties involved and provide a written decision to the employee and/or Association within ten (10) calendar days of receipt of the appeal.

G. Within ten (10) calendar days of receipt of the decision of the City Manager, the employee and/or Association may demand in writing to the City Manager that a formal appeal of the grievance be submitted to an independent fact-finder from a list of three qualified fact-finders submitted to the City by the American Arbitration Association.

1. The City Manager and the employee and/or Association representative shall alternately strike names from the list so furnished and the last name remaining shall be designated as the fact-finder.

2. The City and the employee and/or Association shall share the fees and expenses of the fact-finder as well as the cost of making a record of the fact-findings.

3. The rules of conduct of proceedings shall be according to those procedures for expedited fact-finding utilized by the American Arbitration Association.

4. The City and the employee both hold the right to be represented by an attorney or a representative of the Association.

5. If either of the parties does not accept the decision of the fact-finder that party may appeal to a Court of competent jurisdiction to hear the matter based on the transcript of evidence

submitted to the fact-finder and conclusions of the fact-finder.

~~XXII.~~XXI. MANAGEMENT RIGHTS CLAUSE

The City, through its City Council and management representatives, shall have and retain the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services and the exclusive decision-making authority on matters not expressly modified by specific provisions of this Memorandum. Such rights, as defined herein below, shall be exercised in all respects consistent with law and the specific provisions of this Memorandum of Understanding.

The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect administrative regulations and employment rules and regulations consistent with law and the specific provisions of this Memorandum of Understanding, to direct its employees to take disciplinary action for just cause, to relieve its employees from duty because of lack of work or for other legitimate reasons, to determine whether goods or services shall be made, purchased or contracted for, to determine the method, means and personnel by which the City services are to be provided including the right to schedule and assign work and overtime and to otherwise act in the interest of efficient service to the community. The foregoing rights shall not be subject to the grievance procedure except as provided herein.

~~XXIII.~~XXII. IMPLEMENTATION OF SECTION 414(h)(2) OF THE UNITED STATES INTERNALREVENUE CODE

A. Pick-up of Employee Contributions

1. Pursuant to the provisions of this Agreement, the employer shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the employer in lieu of employee contributions.

2. Employee contributions made under Paragraph 1 of this Article shall be paid from the same source of funds as used in paying the wages to affected employees.

3. Employee contributions made by the employer under Paragraph 1 of this article shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this agreement.

4. The employee does not have the option to receive the employer-contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system.

B. Wage Adjustment

Notwithstanding any provision in the current agreement to the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the employer pursuant to

the provisions hereof.

C. Limitations to Operability

This Article shall be operative only as long as the City of Newark pick-up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

If any of the aforementioned stated provisions of Section 414 (h) (2) of the United States Internal Revenue Code are changed during the term of this Memorandum of Understanding, the Association has the right to reopen negotiations only with regard to this section of this Memorandum of Understanding.

~~XXIV.~~XXIII. FULL UNDERSTANDING, MODIFICATION AND WAIVER

The parties to this Memorandum of Understanding acknowledge and agree that this Memorandum constitutes the result of meeting and conferring in good faith in accordance with Section 3500, et seq of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reached agreement are set forth in this Memorandum. This Memorandum supersedes and replaces all prior Memoranda of Understanding executed heretofore. The Memorandum of Understanding contains the full and entire understanding of the parties regarding the matters set forth herein. Existing practices and/or benefits which are not referenced in the Memorandum of Understanding and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process. The City assures the Association that unless changes are warranted by operational necessity it does not intend, nor does it anticipate during the term of this Memorandum of Understanding, any change, modification or cancellation of wages, hours, and working conditions which are subject to meet and confer and which are presently in effect or contained in this Memorandum.

~~XXV.~~XXIV. SEPARABILITY

Notwithstanding any other provision in this Agreement to the contrary, in the event that any Article or subsections thereof, of this Agreement shall be declared invalid by any Court of competent jurisdiction, or by any applicable state or federal law or regulation, or should a decision by any Court of competent jurisdiction, or any applicable state or federal law or regulation diminish the benefits provided by this Agreement, or impose additional obligations on the City, the parties shall meet and confer on the Article or subsections thereof affected. In such event, all other provisions of this Agreement not affected shall continue in full force and effect.

ATTACHMENT A

Regular Full-Time / Part-Time Classifications

Newark Association of Miscellaneous Employees

Classifications

Accounting Assistant I	Information ~~Systems Specialist~~Technology Technician I
Accounting Assistant II	Information ~~Systems~~ Technology Technician II
Admin Support Specialist I	Landscape Inspector
Admin Support Specialist II	Landscape & Parks Maintenance Worker I
Aquatics Coordinator	Landscape & Parks Maintenance Worker II
Aquatic Activities Specialist	
Building Inspector I	Lead Child Care Instructor
Building Inspector II	Permit Technician
Building Mechanic I	Public Works Inspector
Building Mechanic II	Recreation Coordinator
Cashier	~~Recycling Assistant~~
Child Care Instructor	Senior Admin Support Specialist
Collections Assistant	Senior Building Inspector
Community Preservation Specialist	Senior Building Mechanic
Engineering Aide I	Senior Equipment Mechanic
Engineering Technician I	Senior Landscape Inspector
Engineering Technician II	Senior Landscape & Parks Maintenance Worker
Engineering Technician III	Senior Street Maintenance Worker
Equipment Mechanic I	Street Maintenance Worker I
Equipment Mechanic II	Street Maintenance Worker II
General Laborer	Street Maintenance Worker Lead
Field Assistant	Vehicle Abatement Officer
~~Finance Technician I~~Finance Technician I	Youth Instructor I
~~Finance Technician II~~Finance Technician II	Youth Instructor II

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ACCOUNTING ASSISTANT I	Step Code Step	FY 2023	FY 2024	FY 2025
	1	$34.49	$35.52	$36.59
	2	$35.96	$37.04	$38.15
	3	$37.58	$38.71	$39.87
	4	$39.24	$40.42	$41.63
	5	$41.07	$42.30	$43.57

ACCOUNTING ASSISTANT II	Step Code Step	FY 2023	FY 2024	FY 2025
	1	$37.92	$39.06	$40.23
	2	$39.60	$40.79	$42.01
	3	$41.34	$42.58	$43.86
	4	$43.18	$44.48	$45.81
	5	$45.17	$46.53	$47.93

ADMIN SUPPORT SPEC I	Step Code Step	FY 2023	FY 2024	FY 2025
	1	$31.24	$32.18	$33.15
	2	$32.59	$33.57	$34.58
	3	$34.00	$35.02	$36.07
	4	$35.53	$36.60	$37.70
	5	$37.04	$38.15	$39.29

ADMIN SUPPORT SPEC II	Step Code Step	FY 2023	FY 2024	FY 2025
	1	$34.11	$35.13	$36.18
	2	$35.63	$36.70	$37.80
	3	$37.20	$38.32	$39.47
	4	$38.89	$40.06	$41.26
	5	$40.60	$41.82	$43.07

AQUATICS COORDINATOR	Step Code Step	FY 2023	FY 2024	FY 2025
	1	$39.54	$40.73	$41.95
	2	$41.31	$42.55	$43.83
	3	$43.17	$44.47	$45.80
	4	$45.07	$46.42	$47.81
	5	$47.05	$48.46	$49.91

BUILDING INSPECTOR I	Step Code Step	FY 2023	FY 2024	FY 2025
	1	$50.82	$52.34	$53.91
	2	$53.13	$54.72	$56.36

3	$55.60	$57.27	$58.99
4	$58.20	$59.95	$61.75
5	$60.87	$62.70	$64.58

BUILDING INSPECTOR II

Step Code Step	FY 2023	FY 2024	FY 2025
1	$53.36	$54.96	$56.61
2	$55.79	$57.46	$59.18
3	$58.38	$60.13	$61.93
4	$61.11	$62.94	$64.83
5	$63.92	$65.84	$67.82

BUILDING MECHANIC I

Step Code Step	FY 2023	FY 2024	FY 2025
1	$38.07	$39.21	$40.39
2	$39.99	$41.19	$42.43
3	$41.98	$43.24	$44.54
4	$44.10	$45.42	$46.78
5	$46.30	$47.69	$49.12

BUILDING MECHANIC II

Step Code Step	FY 2023	FY 2024	FY 2025
1	$41.94	$43.20	$44.50
2	$44.04	$45.36	$46.72
3	$46.25	$47.64	$49.07
4	$48.57	$50.03	$51.53
5	$50.98	$52.51	$54.09

CASHIER

Step Code Step	FY 2023	FY 2024	FY 2025
1	$34.76	$35.80	$36.87
2	$36.30	$37.39	$38.51
3	$37.94	$39.08	$40.25
4	$39.62	$40.81	$42.03
5	$41.36	$42.60	$43.88

CHILD CARE INSTRUCTOR

Step Code Step	FY 2023	FY 2024	FY 2025
1	$24.30	$25.03	$25.78
2	$25.53	$26.30	$27.09
3	$26.82	$27.62	$28.45
4	$28.16	$29.00	$29.87
5	$29.58	$30.47	$31.38

COMMUNITY PRESERV SPECIALIST

Step Code	Step	FY 2023	FY 2024	FY 2025
	1	$42.37	$43.64	$44.95
	2	$44.30	$45.63	$47.00
	3	$46.32	$47.71	$49.14
	4	$48.46	$49.91	$51.41
	5	$50.71	$52.23	$53.80

COLLECTIONS ASSISTANT

Step Code	Step	FY 2023	FY 2024	FY 2025
	1	$37.92	$39.06	$40.23
	2	$39.60	$40.79	$42.01
	3	$41.34	$42.58	$43.86
	4	$43.18	$44.48	$45.81
	5	$45.17	$46.53	$47.93

ENGINEERING AIDE I

Step Code	Step	FY 2023	FY 2024	FY 2025
	1	$36.95	$38.06	$39.20
	2	$38.58	$39.74	$40.93
	3	$40.31	$41.52	$42.77
	4	$42.11	$43.37	$44.67
	5	$44.02	$45.34	$46.70

ENGINEERING TECHNICIAN I

Step Code	Step	FY 2023	FY 2024	FY 2025
	1	$43.85	$45.17	$46.53
	2	$45.80	$47.17	$48.59
	3	$47.89	$49.33	$50.81
	4	$50.10	$51.60	$53.15
	5	$52.37	$53.94	$55.56

ENGINEERING TECHNICIAN II

Step Code	Step	FY 2023	FY 2024	FY 2025
	1	$46.97	$48.38	$49.83
	2	$49.12	$50.59	$52.11
	3	$51.37	$52.91	$54.50
	4	$53.74	$55.35	$57.01
	5	$56.22	$57.91	$59.65

ENGINEERING TECHNICIAN III

Step Code	Step	FY 2023	FY 2024	FY 2025
	1	$50.82	$52.34	$53.91
	2	$53.14	$54.73	$56.37
	3	$55.61	$57.28	$59.00

4	$58.20	$59.95	$61.75
5	$60.88	$62.71	$64.59

EQUIPMENT MECHANIC I	Step Code Step	FY 2023	FY 2024	FY 2025
	1	$39.16	$40.33	$41.54
	2	$41.10	$42.33	$43.60
	3	$43.17	$44.47	$45.80
	4	$45.32	$46.68	$48.08
	5	$47.59	$49.02	$50.49

EQUIPMENT MECHANIC II	Step Code Step	FY 2023	FY 2024	FY 2025
	1	$43.11	$44.40	$45.73
	2	$45.25	$46.61	$48.01
	3	$47.52	$48.95	$50.42
	4	$49.90	$51.40	$52.94
	5	$52.38	$53.95	$55.57

FIELD ASSISTANT	Step Code Step	FY 2023	FY 2024	FY 2025
	1	$26.63	$27.43	$28.25
	2	$28.02	$28.86	$29.73
	3	$29.38	$30.26	$31.17
	4	$30.86	$31.79	$32.74
	5	$32.40	$33.37	$34.37

GENERAL LABORER	Step Code Step	FY 2023	FY 2024	FY 2025
	1	$28.46	$29.31	$30.19
	2	$29.89	$30.79	$31.71
	3	$31.39	$32.33	$33.30
	4	$32.96	$33.95	$34.97
	5	$34.60	$35.64	$36.71

HUMAN RESOURCES TECH	Step Code Step	FY 2023	FY 2024	FY 2025
	1	$40.86	$42.09	$43.35
	2	$42.86	$44.15	$45.47
	3	$45.00	$46.35	$47.74
	4	$47.22	$48.64	$50.10
	5	$49.59	$51.08	$52.61

INFORMATION SYSTEMS SPECIALIST	Step Code Step	FY 2023	FY 2024	FY 2025

1	$50.23	$51.74	$53.29
2	$52.54	$54.12	$55.74
3	$54.95	$56.60	$58.30
4	$57.52	$59.25	$61.03
5	$60.16	$61.96	$63.82

INFORMATION SYSTEMS TECHNICIAN

Step Code Step	FY 2023	FY 2024	FY 2025
1	$43.14	$44.43	$45.76
2	$45.29	$46.65	$48.05
3	$47.54	$48.97	$50.44
4	$49.92	$51.42	$52.96
5	$52.43	$54.00	$55.62

LANDSCAPE INSPECTOR

Step Code Step	FY 2023	FY 2024	FY 2025
1	$36.55	$37.65	$38.78
2	$38.37	$39.52	$40.71
3	$40.29	$41.50	$42.75
4	$42.30	$43.57	$44.88
5	$44.42	$45.75	$47.12

LANDSCAPE & PARKS MAINT WORKER 2

Step Code Step	FY 2023	FY 2024	FY 2025
1	$39.17	$40.35	$41.56
2	$41.12	$42.35	$43.62
3	$43.19	$44.49	$45.82
4	$45.35	$46.71	$48.11
5	$47.61	$49.04	$50.51

LANDSCAPE & PARKS MAINT WORKER I

Step Code Step	FY 2023	FY 2024	FY 2025
1	$35.57	$36.64	$37.74
2	$37.35	$38.47	$39.62
3	$39.22	$40.40	$41.61
4	$41.17	$42.41	$43.68
5	$43.24	$44.54	$45.88

LEAD CHILD CARE INSTRUCTOR

Step Code Step	FY 2023	FY 2024	FY 2025
1	$27.96	$28.80	$29.66
2	$29.36	$30.24	$31.15
3	$30.84	$31.77	$32.72
4	$32.39	$33.36	$34.36
5	$34.02	$35.04	$36.09

PERMIT TECHNICIAN	Step Code Step	FY 2023	FY 2024	FY 2025
	1	$39.77	$40.96	$42.19
	2	$41.55	$42.80	$44.08
	3	$43.43	$44.73	$46.07
	4	$45.32	$46.68	$48.08
	5	$47.36	$48.78	$50.24

PUBLIC WORKS INSPECTOR	Step Code Step	FY 2023	FY 2024	FY 2025
	1	$53.37	$54.97	$56.62
	2	$55.80	$57.47	$59.19
	3	$58.39	$60.14	$61.94
	4	$61.11	$62.94	$64.83
	5	$63.92	$65.84	$67.82

RECREATION COORDINATOR	Step Code Step	FY 2023	FY 2024	FY 2025
	1	$39.54	$40.73	$41.95
	2	$41.31	$42.55	$43.83
	3	$43.17	$44.47	$45.80
	4	$45.07	$46.42	$47.81
	5	$47.05	$48.46	$49.91

SR ADMIN SUPPORT SPECIALIST	Step Code Step	FY 2023	FY 2024	FY 2025
	1	$37.52	$38.65	$39.81
	2	$39.19	$40.37	$41.58
	3	$40.98	$42.21	$43.48
	4	$42.76	$44.04	$45.36
	5	$44.68	$46.02	$47.40

SR BUILDING INSPECTOR	Step Code Step	FY 2023	FY 2024	FY 2025
	1	$55.76	$57.43	$59.15
	2	$58.38	$60.13	$61.93
	3	$60.87	$62.70	$64.58
	4	$63.97	$65.89	$67.87
	5	$66.97	$68.98	$71.05

SR BUILDING MECHANIC	Step Code Step	FY 2023	FY 2024	FY 2025
	1	$46.19	$47.58	$49.01
	2	$48.47	$49.92	$51.42

3	$50.92	$52.45	$54.02
4	$53.46	$55.06	$56.71
5	$56.15	$57.83	$59.56

SR EQUIPMENT MECHANIC

Step CodeStep	FY 2023	FY 2024	FY 2025
1	$47.46	$48.88	$50.35
2	$49.83	$51.32	$52.86
3	$52.31	$53.88	$55.50
4	$54.92	$56.57	$58.27
5	$57.69	$59.42	$61.20

SR LANDSCAPE & PARKS MAINT WORK

Step CodeStep	FY 2023	FY 2024	FY 2025
1	$43.14	$44.43	$45.76
2	$45.29	$46.65	$48.05
3	$47.56	$48.99	$50.46
4	$49.93	$51.43	$52.97
5	$52.43	$54.00	$55.62

SR LANDSCAPE INSPECTOR

Step CodeStep	FY 2023	FY 2024	FY 2025
1	$43.14	$44.43	$45.76
2	$45.29	$46.65	$48.05
3	$47.56	$48.99	$50.46
4	$49.93	$51.43	$52.97
5	$52.43	$54.00	$55.62

SR STREET MAINT WORKER

Step CodeStep	FY 2023	FY 2024	FY 2025
1	$43.15	$44.44	$45.77
2	$45.30	$46.66	$48.06
3	$47.56	$48.99	$50.46
4	$49.94	$51.44	$52.98
5	$52.44	$54.01	$55.63

STREET MAINTENANCE WORKER I

Step CodeStep	FY 2023	FY 2024	FY 2025
1	$35.57	$36.64	$37.74
2	$37.35	$38.47	$39.62
3	$39.22	$40.40	$41.61
4	$41.17	$42.41	$43.68
5	$43.24	$44.54	$45.88

STREET MAINTENANCE WORKER II	Step Code Step	FY 2023	FY 2024	FY 2025
	1	$39.17	$40.35	$41.56
	2	$41.12	$42.35	$43.62
	3	$43.19	$44.49	$45.82
	4	$45.35	$46.71	$48.11
	5	$47.61	$49.04	$50.51

STREET MAINTENANCE WORKER LEAD	Step Code Step	FY 2023	FY 2024	FY 2025
	1	$41.16	$42.39	$43.66
	2	$43.21	$44.51	$45.85
	3	$45.38	$46.74	$48.14
	4	$47.64	$49.07	$50.54
	5	$50.02	$51.52	$53.07

VEHICLE ABATEMENT OFFICER	Step Code Step	FY 2023	FY 2024	FY 2025
	1	$31.08	$32.01	$32.97
	2	$32.62	$33.60	$34.61
	3	$34.26	$35.29	$36.35
	4	$35.96	$37.04	$38.15
	5	$37.77	$38.90	$40.07

YOUTH INSTRUCTOR I	Step Code Step	FY 2023	FY 2024	FY 2025
	1	$19.47	$20.05	$20.65
	2	$20.44	$21.05	$21.68
	3	$21.46	$22.10	$22.76
	4	$22.52	$23.20	$23.90
	5	$23.65	$24.36	$25.09

YOUTH INSTRUCTOR II	Step Code Step	FY 2023	FY 2024	FY 2025
	1	$24.30	$25.03	$25.78
	2	$25.53	$26.30	$27.09
	3	$26.82	$27.62	$28.45
	4	$28.15	$28.99	$29.86
	5	$29.58	$30.47	$31.38

ATTACHMENT A.2

SALARY LIST – EFFECTIVE 07/01/2019 *Monthly salaries are based on a 40 hour work week

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ACCOUNTING ASSISTANT I	$5,662.22	$5,905.74	$6,170.44	$6,443.37	$6,743.37

	$32.67	$34.07	$35.60	$37.17	$38.90
ACCOUNTING ASSISTANT II	$6,225.76 $35.92	$6,502.41 $37.51	$6,788.94 $39.17	$7,090.84 $40.91	$7,415.80 $42.78
ADMIN SUPPORT SPEC I	$5,130.46 $29.60	$5,352.80 $30.88	$5,582.22 $32.20	$5,832.79 $33.65	$6,083.38 $35.10
ADMIN SUPPORT SPEC II	$5,601.09 $32.31	$5,850.31 $33.75	$6,109.39 $35.25	$6,384.95 $36.84	$6,667.09 $38.46
AQUATICS COORDINATOR	$6,492.53 $37.46	$6,783.46 $39.14	$7,088.65 $40.90	$7,401.53 $42.70	$7,726.48 $44.58
BUILDING INSPECTOR I	$8,345.65 $48.15	$8,724.41 $50.33	$9,129.51 $52.67	$9,556.56 $55.13	$9,995.69 $57.67
BUILDING INSPECTOR II	$8,762.94 $50.56	$9,160.63 $52.85	$9,585.98 $55.30	$10,034.39 $57.89	$10,495.48 $60.55
BUILDING MECHANIC I	$6,252.11 $36.07	$6,566.09 $37.88	$6,894.34 $39.77	$7,240.15 $41.77	$7,602.43 $43.86
BUILDING MECHANIC II	$6,887.75 $39.74	$7,232.46 $41.73	$7,593.65 $43.81	$7,974.59 $46.01	$8,370.91 $48.29
CASHIER	$5,706.49 $32.92	$5,960.09 $34.38	$6,229.06 $35.94	$6,506.80 $37.54	$6,791.14 $39.18
CHILD CARE INSTRUCTOR	$3,991.69 $23.03	$4,192.59 $24.19	$4,403.37 $25.40	$4,624.04 $26.68	$4,856.78 $28.02
COLLECTIONS ASSISTANT	$6,225.76 $35.92	$6,502.41 $37.51	$6,788.94 $39.17	$7,090.84 $40.91	$7,415.80 $42.78
COMMUNITY PRESERV SPECIALIST	$6,958.01 $40.14	$7,274.18 $41.97	$7,605.72 $43.88	$7,958.13 $45.91	$8,327.00 $48.04
ENGINEERING AIDE I	$6,066.90 $35.00	$6,336.31 $36.56	$6,619.84 $38.19	$6,915.12 $39.89	$7,228.06 $41.70
ENGINEERING TECHNICIAN I	$7,199.53 $41.54	$7,521.19 $43.39	$7,864.81 $45.37	$8,226.00 $47.46	$8,600.35 $49.62
ENGINEERING TECHNICIAN II	$7,711.57 $44.49	$8,065.68 $46.53	$8,433.92 $48.66	$8,824.49 $50.91	$9,232.71 $53.27
ENGINEERING TECHNICIAN III	$8,345.68 $48.15	$8,725.67 $50.34	$9,130.36 $52.67	$9,556.25 $55.13	$9,996.23 $57.67
EQUIPMENT MECHANIC I	$6,428.86 $37.09	$6,749.43 $38.94	$7,088.65 $40.90	$7,442.15 $42.94	$7,814.31 $45.08
EQUIPMENT MECHANIC II	$7,077.68 $40.83	$7,431.17 $42.87	$7,803.33 $45.02	$8,193.06 $47.27	$8,601.46 $49.62

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
FIELD ASSISTANT	$4,374.02 $25.23	$4,601.06 $26.54	$4,824.59 $27.83	$5,066.93 $29.23	$5,319.87 $30.69
FINANCE TECHNICIAN I	$8,119.50	$8,525.71	$8,953.85	$9,400.67	$9,869.43

	$46.84	$49.19	$51.66	$54.23	$56.94
FINANCE TECHNICIAN II	$8,822.14 $50.90	$9,259.77 $53.42	$9,724.47 $56.10	$10,209.16 $58.90	$10,718.55 $61.84
GENERAL LABORER	$4,673.44 $26.96	$4,907.27 $28.31	$5,153.19 $29.73	$5,411.18 $31.22	$5,682.34 $32.78
INFORMATION SYSTEMS SPECIALIST	$8,247.95 $47.58	$8,626.70 $49.77	$9,023.02 $52.06	$9,445.68 $54.49	$9,879.32 $57.00
INFORMATION SYSTEMS TECHNICIAN	$7,084.25 $40.87	$7,436.66 $42.90	$7,805.53 $45.03	$8,196.36 $47.29	$8,608.04 $49.66
LANDSCAPE & PARKS MAINT WORKER I	$5,840.42 $33.69	$6,132.45 $35.38	$6,439.84 $37.15	$6,761.49 $39.01	$7,100.73 $40.97
LANDSCAPE & PARKS MAINT WORKER II	$6,432.15 $37.11	$6,752.71 $38.96	$7,091.95 $40.91	$7,447.63 $42.97	$7,818.71 $45.11
LANDSCAPE INSPECTOR	$6,000.71 $34.62	$6,300.41 $36.35	$6,616.58 $38.17	$6,945.93 $40.07	$7,293.94 $42.08
LEAD CHILD CARE INSTRUCTOR	$4,590.45 $26.48	$4,821.47 $27.82	$5,063.89 $29.21	$5,317.65 $30.68	$5,585.29 $32.22
PERMIT TECHNICIAN	$6,530.65 $37.68	$6,821.57 $39.36	$7,132.28 $41.15	$7,442.98 $42.94	$7,776.96 $44.87
PUBLIC WORKS INSPECTOR	$8,763.93 $50.56	$9,161.34 $52.85	$9,587.29 $55.31	$10,034.11 $57.89	$10,495.20 $60.55
RECREATION COORDINATOR	$6,492.53 $37.46	$6,783.46 $39.14	$7,088.65 $40.90	$7,401.53 $42.70	$7,726.48 $44.58
RECYCLING ASSISTANT	$6,225.76 $35.92	$6,502.41 $37.51	$6,788.94 $39.17	$7,090.84 $40.91	$7,415.80 $42.78
SR ADMIN SUPPORT SPECIALIST	$6,160.99 $35.54	$6,435.45 $37.13	$6,728.57 $38.82	$7,021.68 $40.51	$7,336.75 $42.33
SR BUILDING INSPECTOR	$9,156.95 $52.83	$9,585.10 $55.30	$9,994.59 $57.66	$10,503.98 $60.60	$10,995.81 $63.44
SR BUILDING MECHANIC	$7,583.77 $43.75	$7,960.32 $45.92	$8,361.03 $48.24	$8,778.20 $50.64	$9,219.53 $53.19
SR EQUIPMENT MECHANIC	$7,792.36 $44.96	$8,180.98 $47.20	$8,590.47 $49.56	$9,018.62 $52.03	$9,472.02 $54.65
SR LANDSCAPE & PARKS MAINT WORKER	$7,084.25 $40.87	$7,437.76 $42.91	$7,808.82 $45.05	$8,199.65 $47.31	$8,609.14 $49.67
SR LANDSCAPE INSPECTOR	$7,084.25 $40.87	$7,437.76 $42.91	$7,808.82 $45.05	$8,199.65 $47.31	$8,609.14 $49.67

Classification	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**
SR STREET MAINT WORKER	$7,084.54 $40.87	$7,438.63 $42.91	$7,809.23 $45.05	$8,199.81 $47.31	$8,610.38 $49.67
STREET MAINTENANCE WORKER I	$5,840.42	$6,132.45	$6,439.84	$6,761.49	$7,100.73

	$33.69	$35.38	$37.15	$39.01	$40.97
STREET MAINTENANCE WORKER II	$6,432.15 $37.11	$6,752.71 $38.96	$7,091.95 $40.91	$7,447.63 $42.97	$7,818.71 $45.11
STREET MAINTENANCE WORKER LEAD	$6,758.66 $38.99	$7,096.29 $40.94	$7,451.57 $42.99	$7,823.34 $45.13	$8,213.91 $47.39
VEHICLE ABATEMENT OFFICER	$5,102.10 $29.44	$5,357.20 $30.91	$5,624.62 $32.45	$5,906.11 $34.07	$6,201.68 $35.78
YOUTH INSTRUCTOR I	$3,197.57 $18.45	$3,356.38 $19.36	$3,522.27 $20.32	$3,697.55 $21.33	$3,883.44 $22.40
YOUTH INSTRUCTOR II	$3,991.67 $23.03	$4,192.84 $24.19	$4,403.43 $25.40	$4,622.23 $26.67	$4,856.34 $28.02

ATTACHMENT A.2
SALARY LIST – EFFECTIVE 07/01/2020 *Monthly salaries are based on a 40 hour work week

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ACCOUNTING ASSISTANT I	$5,747.15 $33.16	$5,994.32 $34.58	$6,263.00 $36.13	$6,540.02 $37.73	$6,844.52 $39.49
ACCOUNTING ASSISTANT II	$6,319.14 $36.46	$6,599.95 $38.08	$6,890.77 $39.75	$7,197.20 $41.52	$7,527.04 $43.43
ADMIN SUPPORT SPEC I	$5,207.42 $30.04	$5,433.09 $31.34	$5,665.95 $32.69	$5,920.28 $34.16	$6,174.63 $35.62
ADMIN SUPPORT SPEC II	$5,685.11 $32.80	$5,938.06 $34.26	$6,201.03 $35.77	$6,480.72 $37.39	$6,767.09 $39.04
AQUATICS COORDINATOR	$6,589.92 $38.02	$6,885.21 $39.72	$7,194.98 $41.51	$7,512.56 $43.34	$7,842.38 $45.24
BUILDING INSPECTOR I	$8,470.84 $48.87	$8,855.28 $51.09	$9,266.45 $53.46	$9,699.91 $55.96	$10,145.62 $58.53
BUILDING INSPECTOR II	$8,894.39 $51.31	$9,298.04 $53.64	$9,729.77 $56.13	$10,184.91 $58.76	$10,652.91 $61.46
BUILDING MECHANIC I	$6,345.89 $36.61	$6,664.58 $38.45	$6,997.75 $40.37	$7,348.75 $42.40	$7,716.47 $44.52
BUILDING MECHANIC II	$6,991.07 $40.33	$7,340.95 $42.35	$7,707.56 $44.47	$8,094.21 $46.70	$8,496.47 $49.02
CASHIER	$5,792.09 $33.42	$6,049.49 $34.90	$6,322.49 $36.48	$6,604.40 $38.10	$6,893.01 $39.77
CHILD CARE INSTRUCTOR	$4,051.57 $23.37	$4,255.48 $24.55	$4,469.43 $25.79	$4,693.40 $27.08	$4,929.63 $28.44
COLLECTIONS ASSISTANT	$6,319.14 $36.46	$6,599.95 $38.08	$6,890.77 $39.75	$7,197.20 $41.52	$7,527.04 $43.43
COMMUNITY PRESERV SPECIALIST	$7,062.38 $40.74	$7,383.29 $42.60	$7,719.81 $44.54	$8,077.50 $46.60	$8,451.90 $48.76
ENGINEERING AIDE I	$6,157.90 $35.53	$6,431.35 $37.10	$6,719.14 $38.76	$7,018.85 $40.49	$7,336.48 $42.33
ENGINEERING TECHNICIAN I	$7,307.52 $42.16	$7,634.01 $44.04	$7,982.78 $46.05	$8,349.39 $48.17	$8,729.35 $50.36
ENGINEERING TECHNICIAN II	$7,827.25 $45.16	$8,186.66 $47.23	$8,560.43 $49.39	$8,956.86 $51.67	$9,371.20 $54.06
ENGINEERING TECHNICIAN III	$8,470.86 $48.87	$8,856.56 $51.10	$9,267.32 $53.47	$9,699.59 $55.96	$10,146.17 $58.54
EQUIPMENT MECHANIC I	$6,525.29 $37.65	$6,850.67 $39.52	$7,194.98 $41.51	$7,553.78 $43.58	$7,931.53 $45.76
EQUIPMENT MECHANIC II	$7,183.84 $41.45	$7,542.64 $43.51	$7,920.38 $45.69	$8,315.96 $47.98	$8,730.48 $50.37

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
FIELD ASSISTANT	$4,439.63 $25.61	$4,670.07 $26.94	$4,896.96 $28.25	$5,142.93 $29.67	$5,399.67 $31.15
FINANCE TECHNICIAN I	$8,241.30 $47.55	$8,653.59 $49.92	$9,088.16 $52.43	$9,541.68 $55.05	$10,017.48 $57.79
FINANCE TECHNICIAN II	$8,954.47 $51.66	$9,398.67 $54.22	$9,870.34 $56.94	$10,362.30 $59.78	$10,879.33 $62.77
GENERAL LABORER	$4,743.54 $27.37	$4,980.88 $28.74	$5,230.48 $30.18	$5,492.35 $31.69	$5,767.57 $33.27
INFORMATION SYSTEMS SPECIALIST	$8,371.67 $48.30	$8,756.10 $50.52	$9,158.36 $52.84	$9,587.37 $55.31	$10,027.51 $57.85
INFORMATION SYSTEMS TECHNICIAN	$7,190.52 $41.48	$7,548.21 $43.55	$7,922.62 $45.71	$8,319.30 $48.00	$8,737.16 $50.41
LANDSCAPE & PARKS MAINT WORKER I	$5,928.03 $34.20	$6,224.43 $35.91	$6,536.44 $37.71	$6,862.92 $39.59	$7,207.24 $41.58
LANDSCAPE & PARKS MAINT WORKER II	$6,528.63 $37.66	$6,854.00 $39.54	$7,198.33 $41.53	$7,559.35 $43.61	$7,935.99 $45.78
LANDSCAPE INSPECTOR	$6,090.72 $35.14	$6,394.92 $36.89	$6,715.83 $38.74	$7,050.12 $40.67	$7,403.35 $42.71
LEAD CHILD CARE INSTRUCTOR	$4,659.31 $26.88	$4,893.80 $28.23	$5,139.84 $29.65	$5,397.41 $31.14	$5,669.07 $32.71
PERMIT TECHNICIAN	$6,628.61 $38.24	$6,923.89 $39.95	$7,239.27 $41.76	$7,554.63 $43.58	$7,893.61 $45.54
PUBLIC WORKS INSPECTOR	$8,895.39 $51.32	$9,298.76 $53.65	$9,731.10 $56.14	$10,184.62 $58.76	$10,652.63 $61.46
RECREATION COORDINATOR	$6,589.92 $38.02	$6,885.21 $39.72	$7,194.98 $41.51	$7,512.56 $43.34	$7,842.38 $45.24
RECYCLING ASSISTANT	$6,319.14 $36.46	$6,599.95 $38.08	$6,890.77 $39.75	$7,197.20 $41.52	$7,527.04 $43.43
SR ADMIN SUPPORT SPECIALIST	$6,253.40 $36.08	$6,531.98 $37.68	$6,829.50 $39.40	$7,127.00 $41.12	$7,446.81 $42.96
SR BUILDING INSPECTOR	$9,294.31 $53.62	$9,728.88 $56.13	$10,144.51 $58.53	$10,661.54 $61.51	$11,160.75 $64.39
SR BUILDING MECHANIC	$7,697.52 $44.41	$8,079.73 $46.61	$8,486.45 $48.96	$8,909.87 $51.40	$9,357.82 $53.99
SR EQUIPMENT MECHANIC	$7,909.24 $45.63	$8,303.70 $47.91	$8,719.33 $50.30	$9,153.90 $52.81	$9,614.10 $55.47
SR LANDSCAPE & PARKS MAINT WORKER	$7,190.52 $41.48	$7,549.32 $43.55	$7,925.95 $45.73	$8,322.64 $48.01	$8,738.28 $50.41
SR LANDSCAPE INSPECTOR	$7,190.52 $41.48	$7,549.32 $43.55	$7,925.95 $45.73	$8,322.64 $48.01	$8,738.28 $50.41

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
SR STREET MAINT WORKER	$7,190.81 $41.49	$7,550.21 $43.56	$7,926.37 $45.73	$8,322.81 $48.02	$8,739.53 $50.42
STREET MAINTENANCE WORKER I	$5,928.03 $34.20	$6,224.43 $35.91	$6,536.44 $37.71	$6,862.92 $39.59	$7,207.24 $41.58
STREET MAINTENANCE WORKER II	$6,528.63 $37.66	$6,854.00 $39.54	$7,198.33 $41.53	$7,559.35 $43.61	$7,935.99 $45.78
STREET MAINTENANCE WORKER LEAD	$6,860.04 $39.58	$7,202.74 $41.55	$7,563.35 $43.63	$7,940.69 $45.81	$8,337.12 $48.10
VEHICLE ABATEMENT OFFICER	$5,178.63 $29.88	$5,437.56 $31.37	$5,708.99 $32.94	$5,994.70 $34.58	$6,294.71 $36.32
YOUTH INSTRUCTOR I	$3,245.54 $18.72	$3,406.73 $19.65	$3,575.11 $20.63	$3,753.02 $21.65	$3,941.69 $22.74
YOUTH INSTRUCTOR II	$4,051.55 $23.37	$4,255.74 $24.55	$4,469.48 $25.79	$4,691.56 $27.07	$4,929.18 $28.44

~~ATTACHMENT A.2~~
~~SALARY LIST – EFFECTIVE 07/01/2021 *Monthly salaries are based on a 40 hour work week~~

~~Classification~~	~~STEP 1~~	~~STEP 2~~	~~STEP 3~~	~~STEP 4~~	~~STEP 5~~
~~ACCOUNTING ASSISTANT I~~	~~$5,833.36~~ ~~$33.65~~	~~$6,084.24~~ ~~$35.10~~	~~$6,356.94~~ ~~$36.67~~	~~$6,638.12~~ ~~$38.30~~	~~$6,947.18~~ ~~$40.08~~
~~ACCOUNTING ASSISTANT II~~	~~$6,413.93~~ ~~$37.00~~	~~$6,698.95~~ ~~$38.65~~	~~$6,994.13~~ ~~$40.35~~	~~$7,305.16~~ ~~$42.14~~	~~$7,639.95~~ ~~$44.08~~
~~ADMIN SUPPORT SPEC I~~	~~$5,285.53~~ ~~$30.49~~	~~$5,514.58~~ ~~$31.81~~	~~$5,750.94~~ ~~$33.18~~	~~$6,009.08~~ ~~$34.67~~	~~$6,267.25~~ ~~$36.16~~
~~ADMIN SUPPORT SPEC II~~	~~$5,770.39~~ ~~$33.29~~	~~$6,027.13~~ ~~$34.77~~	~~$6,294.04~~ ~~$36.31~~	~~$6,577.93~~ ~~$37.95~~	~~$6,868.60~~ ~~$39.63~~
~~AQUATICS COORDINATOR~~	~~$6,688.77~~ ~~$38.59~~	~~$6,988.49~~ ~~$40.32~~	~~$7,302.90~~ ~~$42.13~~	~~$7,625.24~~ ~~$43.99~~	~~$7,960.02~~ ~~$45.92~~
~~BUILDING INSPECTOR I~~	~~$8,597.90~~ ~~$49.60~~	~~$8,988.11~~ ~~$51.85~~	~~$9,405.45~~ ~~$54.26~~	~~$9,845.41~~ ~~$56.80~~	~~$10,297.81~~ ~~$59.41~~
~~BUILDING INSPECTOR II~~	~~$9,027.80~~ ~~$52.08~~	~~$9,437.51~~ ~~$54.45~~	~~$9,875.72~~ ~~$56.98~~	~~$10,337.68~~ ~~$59.64~~	~~$10,812.70~~ ~~$62.38~~
~~BUILDING MECHANIC I~~	~~$6,441.08~~ ~~$37.16~~	~~$6,764.55~~ ~~$39.03~~	~~$7,102.72~~ ~~$40.98~~	~~$7,458.98~~ ~~$43.03~~	~~$7,832.21~~ ~~$45.19~~
~~BUILDING MECHANIC II~~	~~$7,095.93~~ ~~$40.94~~	~~$7,451.06~~ ~~$42.99~~	~~$7,823.17~~ ~~$45.13~~	~~$8,215.62~~ ~~$47.40~~	~~$8,623.92~~ ~~$49.75~~
~~CASHIER~~	~~$5,878.97~~ ~~$33.92~~	~~$6,140.23~~ ~~$35.42~~	~~$6,417.33~~ ~~$37.02~~	~~$6,703.47~~ ~~$38.67~~	~~$6,996.40~~ ~~$40.36~~
~~CHILD CARE INSTRUCTOR~~	~~$4,112.34~~ ~~$23.72~~	~~$4,319.31~~ ~~$24.92~~	~~$4,536.47~~ ~~$26.17~~	~~$4,763.80~~ ~~$27.48~~	~~$5,003.57~~ ~~$28.87~~
~~COLLECTIONS ASSISTANT~~	~~$6,413.93~~ ~~$37.00~~	~~$6,698.95~~ ~~$38.65~~	~~$6,994.13~~ ~~$40.35~~	~~$7,305.16~~ ~~$42.14~~	~~$7,639.95~~ ~~$44.08~~
~~COMMUNITY PRESERV SPECIALIST~~	~~$7,168.31~~ ~~$41.36~~	~~$7,494.04~~ ~~$43.23~~	~~$7,835.60~~ ~~$45.21~~	~~$8,198.66~~ ~~$47.30~~	~~$8,578.68~~ ~~$49.49~~
~~ENGINEERING AIDE I~~	~~$6,250.27~~ ~~$36.06~~	~~$6,527.83~~ ~~$37.66~~	~~$6,819.92~~ ~~$39.35~~	~~$7,124.13~~ ~~$41.10~~	~~$7,446.53~~ ~~$42.96~~
~~ENGINEERING TECHNICIAN I~~	~~$7,417.13~~ ~~$42.79~~	~~$7,748.52~~ ~~$44.70~~	~~$8,102.52~~ ~~$46.75~~	~~$8,474.63~~ ~~$48.89~~	~~$8,860.29~~ ~~$51.12~~
~~ENGINEERING TECHNICIAN II~~	~~$7,944.66~~ ~~$45.83~~	~~$8,309.46~~ ~~$47.94~~	~~$8,688.83~~ ~~$50.13~~	~~$9,091.21~~ ~~$52.45~~	~~$9,511.77~~ ~~$54.88~~
~~ENGINEERING TECHNICIAN III~~	~~$8,597.92~~ ~~$49.60~~	~~$8,989.40~~ ~~$51.86~~	~~$9,406.33~~ ~~$54.27~~	~~$9,845.08~~ ~~$56.80~~	~~$10,298.36~~ ~~$59.41~~
~~EQUIPMENT MECHANIC I~~	~~$6,623.17~~ ~~$38.21~~	~~$6,953.43~~ ~~$40.12~~	~~$7,302.90~~ ~~$42.13~~	~~$7,667.09~~ ~~$44.23~~	~~$8,050.50~~ ~~$46.44~~

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
EQUIPMENT MECHANIC II	$7,291.60 $42.07	$7,655.78 $44.17	$8,039.19 $46.38	$8,440.69 $48.70	$8,861.43 $51.12
FIELD ASSISTANT	$4,506.23 $26.00	$4,740.12 $27.35	$4,970.41 $28.68	$5,220.08 $30.12	$5,480.66 $31.62
FINANCE TECHNICIAN I	$8,364.91 $48.26	$8,783.40 $50.67	$9,224.48 $53.22	$9,684.80 $55.87	$10,167.74 $58.66
FINANCE TECHNICIAN II	$9,088.79 $52.44	$9,539.65 $55.04	$10,018.39 $57.80	$10,517.74 $60.68	$11,042.52 $63.71
GENERAL LABORER	$4,814.69 $27.78	$5,055.59 $29.17	$5,308.94 $30.63	$5,574.73 $32.16	$5,854.08 $33.77
INFORMATION SYSTEMS SPECIALIST	$8,497.25 $49.02	$8,887.44 $51.27	$9,295.74 $53.63	$9,731.18 $56.14	$10,177.92 $58.72
INFORMATION SYSTEMS TECHNICIAN	$7,298.37 $42.11	$7,661.43 $44.20	$8,041.45 $46.39	$8,444.09 $48.72	$8,868.22 $51.16
LANDSCAPE & PARKS MAINT WORKER I	$6,016.95 $34.71	$6,317.80 $36.45	$6,634.48 $38.28	$6,965.86 $40.19	$7,315.35 $42.20
LANDSCAPE & PARKS MAINT WORKER II	$6,626.56 $38.23	$6,956.81 $40.14	$7,306.30 $42.15	$7,672.74 $44.27	$8,055.03 $46.47
LANDSCAPE INSPECTOR	$6,182.08 $35.67	$6,490.84 $37.45	$6,816.57 $39.33	$7,155.87 $41.28	$7,514.40 $43.35
LEAD CHILD CARE INSTRUCTOR	$4,729.20 $27.28	$4,967.20 $28.66	$5,216.94 $30.10	$5,478.37 $31.61	$5,754.11 $33.20
PERMIT TECHNICIAN	$6,728.04 $38.82	$7,027.75 $40.54	$7,347.86 $42.39	$7,667.95 $44.24	$8,012.02 $46.22
PUBLIC WORKS INSPECTOR	$9,028.82 $52.09	$9,438.24 $54.45	$9,877.07 $56.98	$10,337.39 $59.64	$10,812.42 $62.38
RECREATION COORDINATOR	$6,688.77 $38.59	$6,988.49 $40.32	$7,302.90 $42.13	$7,625.24 $43.99	$7,960.02 $45.92
RECYCLING ASSISTANT	$6,413.93 $37.00	$6,698.95 $38.65	$6,994.13 $40.35	$7,305.16 $42.14	$7,639.95 $44.08
SR ADMIN SUPPORT SPECIALIST	$6,347.20 $36.62	$6,629.96 $38.25	$6,931.94 $39.99	$7,233.91 $41.73	$7,558.51 $43.61
SR BUILDING INSPECTOR	$9,433.72 $54.43	$9,874.81 $56.97	$10,296.68 $59.40	$10,821.46 $62.43	$11,328.16 $65.35
SR BUILDING MECHANIC	$7,812.98 $45.07	$8,200.92 $47.31	$8,613.74 $49.69	$9,043.52 $52.17	$9,498.19 $54.80
SR EQUIPMENT MECHANIC	$8,027.88 $46.31	$8,428.25 $48.62	$8,850.12 $51.06	$9,291.21 $53.60	$9,758.31 $56.30

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
SR LANDSCAPE & PARKS MAINT WORKER	$7,298.37 $42.11	$7,662.56 $44.21	$8,044.84 $46.41	$8,447.48 $48.74	$8,869.35 $51.17
SR LANDSCAPE INSPECTOR	$7,298.37 $42.11	$7,662.56 $44.21	$8,044.84 $46.41	$8,447.48 $48.74	$8,869.35 $51.17
SR STREET MAINT WORKER	$7,298.67 $42.11	$7,663.46 $44.21	$8,045.26 $46.41	$8,447.65 $48.74	$8,870.63 $51.18
STREET MAINTENANCE WORKER I	$6,016.95 $34.71	$6,317.80 $36.45	$6,634.48 $38.28	$6,965.86 $40.19	$7,315.35 $42.20
STREET MAINTENANCE WORKER II	$6,626.56 $38.23	$6,956.81 $40.14	$7,306.30 $42.15	$7,672.74 $44.27	$8,055.03 $46.47
STREET MAINTENANCE WORKER LEAD	$6,962.94 $40.17	$7,310.78 $42.18	$7,676.80 $44.29	$8,059.80 $46.50	$8,462.17 $48.82
VEHICLE ABATEMENT OFFICER	$5,256.31 $30.32	$5,519.12 $31.84	$5,794.63 $33.43	$6,084.62 $35.10	$6,389.13 $36.86
YOUTH INSTRUCTOR I	$3,294.22 $19.01	$3,457.83 $19.95	$3,628.73 $20.93	$3,809.31 $21.98	$4,000.82 $23.08
YOUTH INSTRUCTOR II	$4,112.32 $23.72	$4,319.57 $24.92	$4,536.52 $26.17	$4,761.94 $27.47	$5,003.12 $28.86

~~ATTACHMENT B~~

HOURLY SALARY LIST – EFFECTIVE 07/01/2022 ~~*Monthly salaries are based on a 40 hour work week~~

ACCOUNTING ASSISTANT I	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$34.49	$35.52	$36.59
	2	$35.96	$37.04	$38.15
	3	$37.58	$38.71	$39.87
	4	$39.24	$40.42	$41.63
	5	$41.07	$42.30	$43.57

ACCOUNTING ASSISTANT II	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$37.92	$39.06	$40.23
	2	$39.60	$40.79	$42.01
	3	$41.34	$42.58	$43.86
	4	$43.18	$44.48	$45.81
	5	$45.17	$46.53	$47.93

ADMIN SUPPORT SPECALIST I	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$31.24	$32.18	$33.15
	2	$32.59	$33.57	$34.58
	3	$34.00	$35.02	$36.07
	4	$35.53	$36.60	$37.70
	5	$37.04	$38.15	$39.29

ADMIN SUPPORT SPECALIST II	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$34.11	$35.13	$36.18
	2	$35.63	$36.70	$37.80
	3	$37.20	$38.32	$39.47
	4	$38.89	$40.06	$41.26
	5	$40.60	$41.82	$43.07

AQUATIC ACTIVITIES SPECIALIST	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$27.04	$27.85	$28.69
	2	$28.44	$29.29	$30.17
	3	$29.83	$30.72	$31.64
	4	$31.32	$32.26	$33.23
	5	$32.88	$33.87	$34.89

AQUATICS COORDINATOR	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$39.54	$40.73	$41.95
	2	$41.31	$42.55	$43.83
	3	$43.17	$44.47	$45.80
	4	$45.07	$46.42	$47.81
	5	$47.05	$48.46	$49.91

BUILDING INSPECTOR I	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$50.82	$52.34	$53.91
	2	$53.13	$54.72	$56.36
	3	$55.60	$57.27	$58.99
	4	$58.20	$59.95	$61.75
	5	$60.87	$62.70	$64.58

BUILDING INSPECTOR II	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$53.36	$54.96	$56.61
	2	$55.79	$57.46	$59.18
	3	$58.38	$60.13	$61.93
	4	$61.11	$62.94	$64.83
	5	$63.92	$65.84	$67.82

BUILDING MECHANIC I	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$38.07	$39.21	$40.39
	2	$39.99	$41.19	$42.43
	3	$41.98	$43.24	$44.54
	4	$44.10	$45.42	$46.78
	5	$46.30	$47.69	$49.12

BUILDING MECHANIC II	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$41.94	$43.20	$44.50
	2	$44.04	$45.36	$46.72
	3	$46.25	$47.64	$49.07
	4	$48.57	$50.03	$51.53
	5	$50.98	$52.51	$54.09

CASHIER	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$34.76	$35.80	$36.87
	2	$36.30	$37.39	$38.51
	3	$37.94	$39.08	$40.25
	4	$39.62	$40.81	$42.03
	5	$41.36	$42.60	$43.88

CHILD CARE INSTRUCTOR	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$24.30	$25.03	$25.78
	2	$25.53	$26.30	$27.09
	3	$26.82	$27.62	$28.45
	4	$28.16	$29.00	$29.87
	5	$29.58	$30.47	$31.38

COLLECTIONS ASSISTANT	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$37.92	$39.06	$40.23

	2	$39.60	$40.79	$42.01
	3	$41.34	$42.58	$43.86
	4	$43.18	$44.48	$45.81
COMMUNITY PRESERVATION SPECIALIST	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$42.37	$43.64	$44.95
	2	$44.30	$45.63	$47.00
	3	$46.32	$47.71	$49.14
	4	$48.46	$49.91	$51.41
	5	$50.71	$52.23	$53.80
ENGINEERING AIDE I	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$36.95	$38.06	$39.20
	2	$38.58	$39.74	$40.93
	3	$40.31	$41.52	$42.77
	4	$42.11	$43.37	$44.67
	5	$44.02	$45.34	$46.70
ENGINEERING TECHNICIAN I	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$43.85	$45.17	$46.53
	2	$45.80	$47.17	$48.59
	3	$47.89	$49.33	$50.81
	4	$50.10	$51.60	$53.15
	5	$52.37	$53.94	$55.56
ENGINEERING TECHNICIAN II	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$46.97	$48.38	$49.83
	2	$49.12	$50.59	$52.11
	3	$51.37	$52.91	$54.50
	4	$53.74	$55.35	$57.01
	5	$56.22	$57.91	$59.65
ENGINEERING TECHNICIAN III	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$50.82	$52.34	$53.91
	2	$53.14	$54.73	$56.37
	3	$55.61	$57.28	$59.00
	4	$58.20	$59.95	$61.75
	5	$60.88	$62.71	$64.59
EQUIPMENT MECHANIC I	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$39.16	$40.33	$41.54
	2	$41.10	$42.33	$43.60
	3	$43.17	$44.47	$45.80
	4	$45.32	$46.68	$48.08

	5	$47.59	$49.02	$50.49
EQUIPMENT MECHANIC II	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$43.11	$44.40	$45.73
	2	$45.25	$46.61	$48.01
	3	$47.52	$48.95	$50.42
	4	$49.90	$51.40	$52.94
	5	$52.38	$53.95	$55.57
FIELD ASSISTANT	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$26.63	$27.43	$28.25
	2	$28.02	$28.86	$29.73
	3	$29.38	$30.26	$31.17
	4	$30.86	$31.79	$32.74
	5	$32.40	$33.37	$34.37
GENERAL LABORER	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$28.46	$29.31	$30.19
	2	$29.89	$30.79	$31.71
	3	$31.39	$32.33	$33.30
	4	$32.96	$33.95	$34.97
	5	$34.60	$35.64	$36.71
INFORMATION TECHNOLOGY TECHNICIAN I	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$38.83	$39.99	$41.19
	2	$40.76	$41.98	$43.24
	3	$42.79	$44.07	$45.39
	4	$44.93	$46.28	$47.67
	5	$47.18	$48.60	$50.06
INFORMATION TECHNOLOGY TECHNICIAN II	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$43.14	$44.43	$45.76
	2	$45.29	$46.65	$48.05
	3	$47.54	$48.97	$50.44
	4	$49.92	$51.42	$52.96
	5	$52.43	$54.00	$55.62
LANDSCAPE INSPECTOR	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$36.55	$37.65	$38.78
	2	$38.37	$39.52	$40.71
	3	$40.29	$41.50	$42.75
	4	$42.30	$43.57	$44.88
	5	$44.42	$45.75	$47.12

LANDSCAPE & PARKS MAINTENANCE WORKER I	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$35.57	$36.64	$37.74
	2	$37.35	$38.47	$39.62
	3	$39.22	$40.40	$41.61
	4	$41.17	$42.41	$43.68
	5	$43.24	$44.54	$45.88

LANDSCAPE & PARKS MAINTENANCE WORKER II	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$39.17	$40.35	$41.56
	2	$41.12	$42.35	$43.62
	3	$43.19	$44.49	$45.82
	4	$45.35	$46.71	$48.11
	5	$47.61	$49.04	$50.51

LEAD CHILD CARE INSTRUCTOR	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$27.96	$28.80	$29.66
	2	$29.36	$30.24	$31.15
	3	$30.84	$31.77	$32.72
	4	$32.39	$33.36	$34.36
	5	$34.02	$35.04	$36.09

PERMIT TECHNICIAN	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$39.77	$40.96	$42.19
	2	$41.55	$42.80	$44.08
	3	$43.43	$44.73	$46.07
	4	$45.32	$46.68	$48.08
	5	$47.36	$48.78	$50.24

PUBLIC WORKS INSPECTOR	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$53.37	$54.97	$56.62
	2	$55.80	$57.47	$59.19
	3	$58.39	$60.14	$61.94
	4	$61.11	$62.94	$64.83
	5	$63.92	$65.84	$67.82

RECREATION COORDINATOR	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$39.54	$40.73	$41.95
	2	$41.31	$42.55	$43.83
	3	$43.17	$44.47	$45.80
	4	$45.07	$46.42	$47.81
	5	$47.05	$48.46	$49.91

SR ADMIN SUPPORT SPECIALIST	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$37.52	$38.65	$39.81
	2	$39.19	$40.37	$41.58
	3	$40.98	$42.21	$43.48

	4	$42.76	$44.04	$45.36
	5	$44.68	$46.02	$47.40

SR BUILDING INSPECTOR	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$55.76	$57.43	$59.15
	2	$58.38	$60.13	$61.93
	3	$60.87	$62.70	$64.58
	4	$63.97	$65.89	$67.87
	5	$66.97	$68.98	$71.05

SR BUILDING MECHANIC	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$46.19	$47.58	$49.01
	2	$48.47	$49.92	$51.42
	3	$50.92	$52.45	$54.02
	4	$53.46	$55.06	$56.71
	5	$56.15	$57.83	$59.56

SR EQUIPMENT MECHANIC	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$47.46	$48.88	$50.35
	2	$49.83	$51.32	$52.86
	3	$52.31	$53.88	$55.50
	4	$54.92	$56.57	$58.27
	5	$57.69	$59.42	$61.20

SR LANDSCAPE & PARKS MAINTENANCE WORKER	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$43.14	$44.43	$45.76
	2	$45.29	$46.65	$48.05
	3	$47.56	$48.99	$50.46
	4	$49.93	$51.43	$52.97
	5	$52.43	$54.00	$55.62

SR LANDSCAPE INSPECTOR	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$43.14	$44.43	$45.76
	2	$45.29	$46.65	$48.05
	3	$47.56	$48.99	$50.46
	4	$49.93	$51.43	$52.97
	5	$52.43	$54.00	$55.62

SR STREET MAINTENANCE WORKER	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$43.15	$44.44	$45.77
	2	$45.30	$46.66	$48.06
	3	$47.56	$48.99	$50.46
	4	$49.94	$51.44	$52.98
	5	$52.44	$54.01	$55.63

STREET MAINTENANCE WORKER I	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$35.57	$36.64	$37.74
	2	$37.35	$38.47	$39.62
	3	$39.22	$40.40	$41.61
	4	$41.17	$42.41	$43.68
	5	$43.24	$44.54	$45.88

STREET MAINTENANCE WORKER II	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$39.17	$40.35	$41.56
	2	$41.12	$42.35	$43.62
	3	$43.19	$44.49	$45.82
	4	$45.35	$46.71	$48.11
	5	$47.61	$49.04	$50.51

STREET MAINTENANCE WORKER	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$41.16	$42.39	$43.66
	2	$43.21	$44.51	$45.85
	3	$45.38	$46.74	$48.14
	4	$47.64	$49.07	$50.54
	5	$50.02	$51.52	$53.07

VEHICLE ABATEMENT OFFICER	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$31.08	$32.01	$32.97
	2	$32.62	$33.60	$34.61
	3	$34.26	$35.29	$36.35
	4	$35.96	$37.04	$38.15
	5	$37.77	$38.90	$40.07

YOUTH INSTRUCTOR I	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$19.47	$20.05	$20.65
	2	$20.44	$21.05	$21.68
	3	$21.46	$22.10	$22.76
	4	$22.52	$23.20	$23.90
	5	$23.65	$24.36	$25.09

YOUTH INSTRUCTOR II	~~Step Code~~Step	FY 2023	FY 2024	FY 2025
	1	$24.30	$25.03	$25.78
	2	$25.53	$26.30	$27.09
	3	$26.82	$27.62	$28.45
	4	$28.15	$28.99	$29.86
	5	$29.58	$30.47	$31.38

~~ATTACHMENT B~~

~~Eligibility for PST Employment Following Lay Off~~

~~Employees who have been the subject of layoff are eligible to be considered for Part-Time, Seasonal, Temporary (PST) employment to work in positions in the City of Newark as described below:~~

1. ~~An employee who is the subject of layoff can apply for a Part-Time Seasonal position in the same or in a different job class performing the same or different job duties as he/she held and performed as a regular or full-time employee;~~
2. ~~City will consider the employee who is the subject of layoff for the Part-Time Seasonal position for which he/she applied;~~
3. ~~City may or may not hire the employee for that Part-Time Seasonal position at the discretion of the City;~~
4. ~~Employee will be compensated at the Part-Time Seasonal position rate of pay;~~
5. ~~If employee is hired as a Part-Time Seasonal employee, the employee will remain on the Reinstatement List and the time on the Reinstatement List will not be interrupted;~~
6. ~~Time worked as a Part-Time Seasonal employee does not count toward seniority;~~
7. ~~If the employee is hired as a Part-Time Seasonal employee and the employee is eligible in the PERS Retirement System, the City will re-enroll employee in the PERS Retirement Plan and employee and the City will make appropriate retirement contributions.~~

CITY OF NEWARK, CALIFORNIA

To: Newark Association of Miscellaneous Employees (NAME) Executive Board

From: David Benoun, City Manager
Kris Kokotaylo, Interim City Attorney
Helen Que Garcia, Acting Human Resources Director

Date: October 10, 2019

This will serve as a side letter to the City of Newark (City) and the Newark Association of Miscellaneous Employees (NAME) July 1, 2019 June 30, 2022 Memorandum of Understanding (MOU). The City and NAME agree to provide members of the association a $1,000 off salary schedule pay.

This pertains to Part Time, Seasonal, and Temporary (PST) employees who were hired prior to July 1, 2019 that were converted to Regular Full Time employees in the same classification prior to distribution of the $1,000 off salary schedule pay. Since being converted to Regular Full Time employees after July 1, 2019 and working in the same classification prior to distribution of the $1,000 off salary schedule pay, employees that were converted from PST to Regular Full Time employees are eligible for the $1,000 off salary schedule pay as stated in theMOU, Section IV. Salary Increase:

All active NAME employees employed as of July 1, 2019, shall be eligible to receive an off salary schedule lump sum payment. The payment shall be $1,000 for full time NAME employees and pro rated for part time NAME employees and shall be provided by no later than September 1, 2019.

The off salary schedule lump sum payment of $1,000 is not reportable to CalPERS, consistent with CalPERS "Off Salary Schedule Pay" Circular Letter dated November 10, 2016.

For the Newark Association of

CITY OF NEWARK, CALIFORNIA

To: Newark Association of Miscellaneous Employees (NAME) Executive Board

From: David Benoun, City Manager
Lenka Hovorka, Assistant City Manager

Date: May 14, 2020

This will serve as a side letter to the City of Newark (City) and the Newark Association of Miscellaneous Employees (NAME) July 1, 2019 June 30, 2022 Memorandum of Understanding (MOU). The purpose of this side letter is to address changed conditions as a result of the COVID-19 pandemic and necessary reductions and revisions to service delivery within the City as a result. This side letter will become effective upon approval by the City Council.

Due to the COVID-19 pandemic, the following entities and individuals have taken the actions identified below:

- On January 31, 2020, the United States Department of Public Health and Human Services Secretary declared a public emergency.

- On March 4, 2020, the Governor of the State of California declared a state of emergency in the State of California.

- On March 1, 2020, the Alameda County Health Officer declared a local health emergency and on March 10, 2020, the Alameda County Board of Supervisors ratified the declaration of a local health emergency.

- On March 11, 2020, the World Health Organization declared COVID-19 a pandemic.

- On March 13, 2020, the President of the United States declared a state of national emergency.

- On March 16, 2020, the Newark City Manager, acting in his capacity as the Director of Emergency Services, proclaimed the existence of a local emergency and on March 17, 2020, the City Council ratified and con.firmed the proclamation of the existence of a local emergency.

On March 16, 2020, the Alameda County Public Health Officer issued an Executive Order directing the public to shelter at their place ofresidence except under certain limited circumstances (the "SIP"). The Alameda County Public Health Officer has since extended and modified the SIP. Additionally, the Governor of the State of California has issued a statewide Executive Order directing the public to shelter at their place of residence.

The City has reduced activity and services in response to the SIP, the emergency declarations and the COVID-19 pandemic. The City granted employees that were unable to perform their regular duties emergency paid administrative leave beginning March 17, 2020 ("EPAL").

The City and NAME agree to the following.

- Use of Federal Leaves: Beginning April 30, 2020, the City stopped providing EPAL and members of NAME that were unable to work and were thus required to shelter in place had access, and agreed to utilize, up to 80 hours of Emergency Paid Sick Leave. The number of hours accessible will be consistent with the Families First Coronavirus Response Act. Members of NAME that were unable to work because they needed to care for a child whose school closed or child care was unavailable became eligible to utilize Emergency Family Leave. These benefits will be available to NAME members through December 31, 2020 provided that the member meets the eligibility requirements for the prO!:,}TfillS as established by federal law.

- Alternate Work and Use of Leave: This below provision is in effect through December 31, 2020 or an earlier date as determined by the City. The City will endeavor to provide alternate work assignments, as deemed necessary and appropriate by the City, for members of NAME that are unable to perform their regular duties. Along with the use of applicable federal leaves, members of NAME for whom no appropriate alternate work assignments can be provided by the City will utilize accrued]eave balances. Members of NAME with a qualifying reason to use sick leave pursuant to Section XI of the MOU may first use sick leave. Otherwise, members of NAME will first utilize leaves that expire June 30, 2020, then vacation leave or personal leave until no more than 40 hours of accrued vacation leave or personal leave remain. If vacation leave and personal leave are exhausted or no more than 40 hours of accrued vacation leave and personal leave remain, members of NA.ME will then utilize sick leave, which is expanded to permit use pursuant to this side letter. Members of NAME also have the option of fully exhausting vacation leave and personal leave before utilizing sick leave, and may leave up to 40 hours of sick leave before entering leave without pay. Members of NAME cannot enter leave without pay until the member has 40 hours or less of any accrued leave.

- Negative Sick Leave: For members of NAME that exhaust their sick leave prior to December 31, 2020 or an earlier date as determined by the City, those members will be allowed to accrue a negative sick leave balance ofup to 40 hours (pro rated for part-time employees to equal one week ofregularly scheduled hours). The negative balance will be replenished with future accruals.

- Temporary Suspension of Maximum Vacation Accrual: The maximum accumulation of vacation credits identified in Section X.D of the MOU are temporarily suspended for any excess accruals between March 16, 2020 and through March 15, 2021. Members ofNAME will have until March 15, 2022 to utilize any excess vacation accruals pursuant to the MOU. Any excess vacation accruals remaining on March 16, 2022 will be cashed out on the first pay period following the pay period including March 16, 2022.

- Employees That Did Not Use EPAL: Members of NAME that did not use EPAL or only partially used EPA.L between March 17, 2020 and April 30, 2020 are eligible for up to 120 hours of Additional Administrative Leave ("AAL"). Full time employees that are members of NAME are eligible for up to 120 hours of AAL based on 3 weeks ofregularly scheduled full time hours (40 hours per week) with part time employees eligible for a prorated amount of AAL based on 3 weeks ofregularly scheduled part-time hours. A.AL will be reduced proportionately

hour for hour by the amount ofEPAL that a member of NAME used. For example, if a full-time employee member of NAME partially worked between March 17, 2020 and April 30, 2020, but still utilized 60 hours of EPAL, that member would have 60 hours of AAL, while if a part time employee member of NAME that is regularly scheduled for 30 hours per week (and is thus eligible for up to 90 hours of AAL) utilized 60 hours ofEPAL, that member would have 30 hours of AAL. AAL has no cash value and must be used by December 31, 2022. Any AAL remaining on January 1, 2023 will be removed and no longer available for use.

Dated: M 2--0W

For the Newark Association of Miscellaneous Employees:

k

Angela Montez, President

CITY OF NEWARK, CALIFORNIA

To: Newark Association of Miscellaneous Employees (NAME) Executive Board

From: David Benoun, City Manager
Lenka Hovorka, Assistant City Manager

Date: June 25, 2020

This will serve as a side letter to the City of Newark (City) and the Newark Association of Miscellaneous Employees (NAME) July 1, 2019 June 30, 2022 Memorandum ofUnderstanding (MOU). The purpose of this side letter is to address changed circumstances as a result of significant economic impacts and impacts to the City's budget and financial circumstances due to the COVID-19 pandemic. This side letter will become effective upon approval by the City Council.

Due to the COVID-19 pandemic, the following entities and individuals have taken the actions identified below:

- On January 31, 2020, the United States Department of Public Health and Human Services Secretary declared a public emergency.

- On March 4, 2020, the Governor of the State of California declared a state of emergency in the State of California.

- On March 1, 2020, the Alameda County Health Officer declared a local health emergency and on March 10, 2020, the Alameda County Board of Supervisors ratified the declaration of a local health emergency.

- On March 11, 2020, the World Health Organization declared COVID-19 a pandemic.

- On March 13, 2020, the President of the United States declared a state of national emergency.

- On March 16, 2020, the Newark City Manager, acting in his capacity as the Director of Emergency Services, proclaimed the existence of a local emergency and on March 17, 2020, the City Council ratified and confirmed the proclamation of the existence of a local emergency.

On March 16, 2020, the Alameda County Public Health Officer issued an Executive Order directing the public to shelter at their place of residence except under certain limited circumstances (the "SIP"). The Alameda County Public Health Officer has since extended and modified the SIP. Additionally, the Governor of the State of California has issued a statewide Executive Order directing the public to shelter at their place of residence.

The SIP has prevented a number of businesses from operating within the City and prevented the City from operating community programs, resulting in a significant decline in sales tax revenue, transient

occupancy tax revenue, and revenue from City fees. As of the date of the side letter, the City projects deficits of greater than $7 million for fiscal years 20/21 and 21/22.

As a result of the severe fiscal impacts to the City, the City and NAME agree to eliminate the general salary/range increase of 1.5% scheduled for July 1, 2020.

The City and NAME agree to the following amendments to the MOU with revisions in redline:

Section IV of MOU:

IV. SALARY INCREASE

A. General Salary Increase and off salary schedule lump sum payment:

The salary ranges for all classifications represented by the Association shall be increased as follows:

a. Effective July 1, 2019, salary increase shall be one and one half percent (1.5%)
lr. Effective July 1, 2020, salary increase shall be one and one half percent (1.5%)
c : b.Effective July 1, 2021, salary increase shall be one and one half percent (1.5%). If by January 1, 2021, the City's revenues for Fiscal Year 21/22 are projected to be at least $1,250,000 less than actual revenues for Fiscal Year 20/21, at the request of the City, the parties agree to re-open negotiations on the one and one half percent (1.5%) salary increase scheduled for July 1, 2021.

All active NAME employees employed as of July 1, 2019, shall be eligible to receive an off-salary schedule lump sum payment. The payment shall be $1,000 for full time NAME employees and pro rated for part time NAME employees and shall be provided by no later than September 1, 2019.

The off salary schedule lump sum payment of $1,000 is not reportable to CalPERS, consistent with the CalPERS "Off Salary Schedule Pay" Circular Letter dated November 10, 2016.

Attachment A.2 of MOU:

ATTACHMENT A.2
SALARY LIST- EFFECTIVE 07/01/2019 *Monthly salaries are based on a 40 hour work week

Classification	STEP 1	STEP2	STEP3	STEP4	STEPS
ACCOUNTING ASSISTANT I	$5,662.22	$5,905.74	$6,170.44	$6,443.37	$6,743.37
	$32.67	$34.07	$35.60	$37.17	$38.90
ACCOUNTING ASSISTANT II	$6,225.76	$6,502.41	$6,788.94	$7,090.84	$7,415.80
	$35.92	$37.51	$39.17	$40.91	$42.78
ADMIN SUPPORT SPEC I	$5,130.46	$5,352.80	$5,582.22	$5,832.79	$6,083.38
	$29.60	$30.88	$32.20	$33.65	$35.10
ADMIN SUPPORT SPEC II	$5,601.09	$5,850.31	$6,109.39	$6,384.95	$6,667.09

	$32.31	$33.75	$35.25	$36.84	$38.46
AQUATICS COORDINATOR	$6,492.53	$6,783.46	$7,088.65	$7,401.53	$7,726.48
	$37.46	$39.14	$40.90	$42.70	$44.58
BUILDING INSPECTOR I	$8,345.65	$8,724.41	$9,129.51	$9,556.56	$9,995.69
	$48.15	$50.33	$52.67	$55.13	$57.67
BUILDING INSPECTOR II	$8,762.94	$9,160.63	$9,585.98	$10,034.39	$10,495.48
	$50.56	$52.85	$55.30	$57.89	$60.55
BUILDING MECHANIC I	$6,252.11	$6,566.09	$6,894.34	$7,240.15	$7,602.43
	$36.07	$37.88	$39.77	$41.77	$43.86
BUILDING MECHANIC II	$6,887.75	$7,232.46	$7,593.65	$7,974.59	$8,370.91
	$39.74	$41.73	$43.81	$46.01	$48.29
CASHIER	$5,706.49	$5,960.09	$6,229.06	$6,506.80	$6,791.14
	$32.92	$34.38	$35.94	$37.54	$39.18
CHILD CARE INSTRUCTOR	$3,991.69	$4,192.59	$4,403.37	$4,624.04	$4,856.78
	$23.03	$24.19	$25.40	$26.68	$28.02
COLLECTIONS ASSISTANT	$6,225.76	$6,502.41	$6,788.94	$7,090.84	$7,415.80
	$35.92	$37.51	$39.17	$40.91	$42.78
COMMUNITY PRESERV SPECIALIST	$6,958.01	$7,274.18	$7,605.72	$7,958.13	$8,327.00
	$40.14	$41.97	$43.88	$45.91	$48.04
ENGINEERING AIDE I	$6,066.90	$6,336.31	$6,619.84	$6,915.12	$7,228.06
	$35.00	$36.56	$38.19	$39.89	$41.70
ENGINEERING TECHNICIAN I	$7,199.53	$7,521.19	$7,864.81	$8,226.00	$8,600.35
	$41.54	$43.39	$45.37	$47.46	$49.62
ENGINEERING TECI INICIAN II	$7,711.57	$8,065.68	$8,433.92	$8,824.49	$9,232.71
	$44.49	$46.53	$48.66	$50.91	$53.27
ENGINEERING TECHNICIAN III	$8,345.68	$8,725.67	$9,130.36	$9,556.25	$9,996.23
	$48.15	$50.34	$52.67	$55.13	$57.67
EQUIPMENT MECHANIC I	$6,428.86	$6,749.43	$7,088.65	$7,442.15	$7,814.31
	$37.09	$38.94	$40.90	$42.94	$45.08
EQUIPMENT MECHANIC II	$7,077.68	$7,431.17	$7,803.33	$8,193.06	$8,601.46
	$40.83	$42.87	$45.02	$47.27	$49.62
FIELD ASSISTANT	$4,374.02	$4,601.06	$4,824.59	$5,066.93	$5,319.87
	$25.23	$26.54	$27.83	$29.23	$30.69
FINANCE TECHNICIAN I	$8,119.50	$8,525.71	$8,953.85	$9,400.67	$9,869.43
	$46.84	$49.19	$51.66	$54.23	$56.94
FINANCE TECHNICIAN II	$8,822.14	$9,259.77	$9,724.47	$10,209.16	$10,718.55
	$50.90	$53.42	$56.10	$58.90	$61.84

Classification	STEP 1	STEP2	STEP3	STEP4	STEP 5
GENERAL LABORER	$4,673.44 $26.96	$4,907.27 $28.31	$5,153.19 $29.73	$5,411.18 $31.22	$5,682.34 $32.78
INFORMATION SYSTEMS SPECIALIST	$8,247.95 $47.58	$8,626.70 $49.77	$9,023.02 $52.06	$9,445.68 $54.49	$9,879.32 $57.00
INFORMATION SYSTEMS TECHNICIAN	$7,084.25 $40.87	$7,436.66 $42.90	$7,805.53 $45.03	$8,196.36 $47.29	$8,608.04 $49.66
LANDSCAPE & PARKS MAINT WORKER I	$5,840.42 $33.69	$6,132.45 $35.38	$6,439.84 $37.15	$6,761.49 $39.01	$7,100.73 $40.97
LANDSCAPE & PARKS MAINT WORKER II	$6,432.15 $37.11	$6,752.71 $38.96	$7,091.95 $40.91	$7,447.63 $42.97	$7,818.71 $45.11
LANDSCAPE INSPECTOR	$6,000.71 $34.62	$6,300.41 $36.35	$6,616.58 $38.17	$6,945.93 $40.07	$7,293.94 $42.08
LEAD CHILD CARE INSTRUCTOR	$4,590.45 $26.48	$4,821.47 $27.82	$5,063.89 $29.21	$5,317.65 $30.68	$5,585.29 $32.22
PERMIT TECHNICIAN	$6,530.65 $37.68	$6,821.57 $39.36	$7,132.28 $41.15	$7,442.98 $42.94	$7,776.96 $44.87
PUBLIC WORKS INSPECTOR	$8,763.93 $50.56	$9,161.34 $52.85	$9,587.29 $55.31	$10,034.11 $57.89	$10,495.20 $60.55
RECREATION COORDINATOR	$6,492.53 $37.46	$6,783.46 $39.14	$7,088.65 $40.90	$7,401.53 $42.70	$7,726.48 $44.58
RECYCLING ASSISTANT	$6,225.76 $35.92	$6,502.41 $37.51	$6,788.94 $39.17	$7,090.84 $40.91	$7,415.80 $42.78
SR ADMIN SUPPORT SPECIALIST	$6,160.99 $35.54	$6,435.45 $37.13	$6,728.57 $38.82	$7,021.68 $40.51	$7,336.75 $42.33
SR BUILDING INSPECTOR	$9,156.95 $52.83	$9,585.10 $55.30	$9,994.59 $57.66	$10,503.98 $60.60	$10,995.81 $63.44
SR BUILDING MECHANIC	$7,583.77 $43.75	$7,960.32 $45.92	$8,361.03 $48.24	$8,778.20 $50.64	$9,219.53 $53.19
SR EQUIPMENT MECHANIC	$7,792.36 $44.96	$8,180.98 $47.20	$8,590.47 $49.56	$9,018.62 $52.03	$9,472.02 $54.65
SR LANDSCAPE & PARKS MAINT WORKER	$7,084.25 $40.87	$7,437.76 $42.91	$7,808.82 $45.05	$8,199.65 $47.31	$8,609.14 $49.67
SR LANDSCAPE INSPECTOR	$7,084.25 $40.87	$7,437.76 $42.91	$7,808.82 $45.05	$8,199.65 $47.31	$8,609.14 $49.67
SR STREET MAINT WORKER	$7,084.54 $40.87	$7,438.63 $42.91	$7,809.23 $45.05	$8,199.81 $47.31	$8,610.38 $49.67
STREET MAINTENANCE WORKER I	$5,840.42 $33.69	$6,132.45 $35.38	$6,439.84 $37.15	$6,761.49 $39.01	$7,100.73 $40.97
STREET MAINTENANCE WORKER II	$6,432.15 $37.11	$6,752.71 $38.96	$7,091.95 $40.91	$7,447.63 $42.97	$7,818.71 $45.11
STREET MAINTENANCE WORKER LEAD	$6,758.66 $38.99	$7,096.29 $40.94	$7,451.57 $42.99	$7,823.34 $45.13	$8,213.91 $47.39
VEHICLE ABATEMENT OFFICER	$5,102.10 $29.44	$5,357.20 $30.91	$5,624.62 $32.45	$5,906.11 $34.07	$6,201.68 $35.78
YOUTH INSTRUCTOR I	$3,197.57 $18.45	$3,356.38 $19.36	$3,522.27 $20.32	$3,697.55 $21.33	$3,883.44 $22.40
YOUTH INSTRUCTOR II	$3,991.67 $23.03	$4,192.84 $24.19	$4,403.43 $25.40	$4,622.23 $26.67	$4,856.34 $28.02

ATTACHMENT A.2

SALARY LIST EFFECTIVE 07/01/20210 *Monthly salaries are based on a 40 hour work week

Classification	STEP 1	STEP2	STEP3	STEP4	STEPS
ACCOUNTING ASSISTANT I	$5,747.15 $33.16	$5,994.32 $34.58	$6,263.00 $36.13	$6,540.02 $37.73	$6,844.52 $39.49
!ACCOUNTING ASSISTANT II	$6,319.14 $36.46	$6,599.95 $38.08	$6,890.77 $39.75	$7,197.20 $41.52	$7,527.04 $43.43
IADMIN SUPPORT SPEC I	$5,207.42 $30.04	$5,433.09 $31.34	$5,665.95 $32.69	$5,920.28 $34.16	$6,174.63 $35.62
ADMIN SUPPORT SPEC II	$5,685.11 $32.80	$5,938.06 $34.26	$6,201.03 $35.77	$6,480.72 $37.39	$6,767.09 $39.04
AQUATICS COORDINATOR	$6,589.92 $38.02	$6,885.21 $39.72	$7,194.98 $41.51	$7,512.56 $43.34	$7,842.38 $45.24
BUILDING INSPECTOR I	$8,470.84 $48.87	$8,855.28 $51.09	$9,266.45 $53.46	$9,699.91 $55.96	$10,145.62 $58.53
BUILDING INSPECTOR II	$8,894.39 $51.31	$9,298.04 $53.64	$9,729.77 $56.13	$10,184.91 $58.76	$10,652.91 $61.46
BUILDING MECHANIC I	$6,345.89 $36.61	$6,664.58 $38.45	$6,997.75 $40.37	$7,348.75 $42.40	$7,716.47 $44.52
BUILDING MECHANIC II	$6,991.07 $40.33	$7,340.95 $42.35	$7,707.56 $44.47	$8,094.21 $46.70	$8,496.47 $49.02
CASHIER	$5,792.09 $33.42	$6,049.49 $34.90	$6,322.49 $36.48	$6,604.40 $38.10	$6,893.01 $39.77
CHILD CARE INSTRUCTOR	$4,051.57 $23.37	$4,255.48 $24.55	$4,469.43 $25.79	$4,693.40 $27.08	$4,929.63 $28.44
COLLECTIONS ASSISTANT	$6,319.14 $36.46	$6,599.95 $38.08	$6,890.77 $39.75	$7,197.20 $41.52	$7,527.04 $43.43
COMMUNITY PRESERV SPECIALIST	$7,062.38 $40.74	$7,383.29 $42.60	$7,719.81 $44.54	$8,077.50 $46.60	$8,451.90 $48.76
ENGINEERING AIDE I	$6,157.90 $35.53	$6,431.35 $37.IO	$6,719.14 $38.76	$7,018.85 $40.49	$7,336.48 $42.33
ENGINEERING TECHNICIAN I	$7,307.52 $42.16	$7,634.01 $44.04	$7,982.78 $46.05	$8,349.39 $48.17	$8,729.35 $50.36
ENGINEERING TECHNICIIAN II	$7,827.25 $45.16	$8,186.66 $47.23	$8,560.43 $49.39	$8,956.86 $51.67	$9,371.20 $54.06
ENGINEERING TECHNICIIAN III	$8,470.86 $48.87	$8,856.56 $51.10	$9,267.32 $53.47	$9,699.59 $55.96	$IO,146.17 $58.54
EQUIPMENT MECHANIC I	$6,525.29 $37.65	$6,850.67 $39.52	$7,194.98 $41.51	$7,553.78 $43.58	$7,931.53 $45.76
EQUIPMENT MECHANIC II	$7,183.84 $41.45	$7,542.64 $43.51	$7,920.38 $45.69	$8,315.96 $47.98	$8,730.48 $50.37
FIELD ASSISTANT	$4,439.63 $25.61	$4,670.07 $26.94	$4,896.96 $28.25	$5,142.93 $29.67	$5,399.67 $31.15
FINANCE TECI INICIAN I	$8,241.30 $47.55	$8,653.59 $49.92	$9,088.16 $52.43	$9,541.68 $55.05	$10,017.48 $57.79
FINANCE TECHNICIAN II	$8,954.47 $51.66	$9,398.67 $54.22	$9,870.34 $56.94	$10,362.30 $59.78	$10,879.33 $62.77

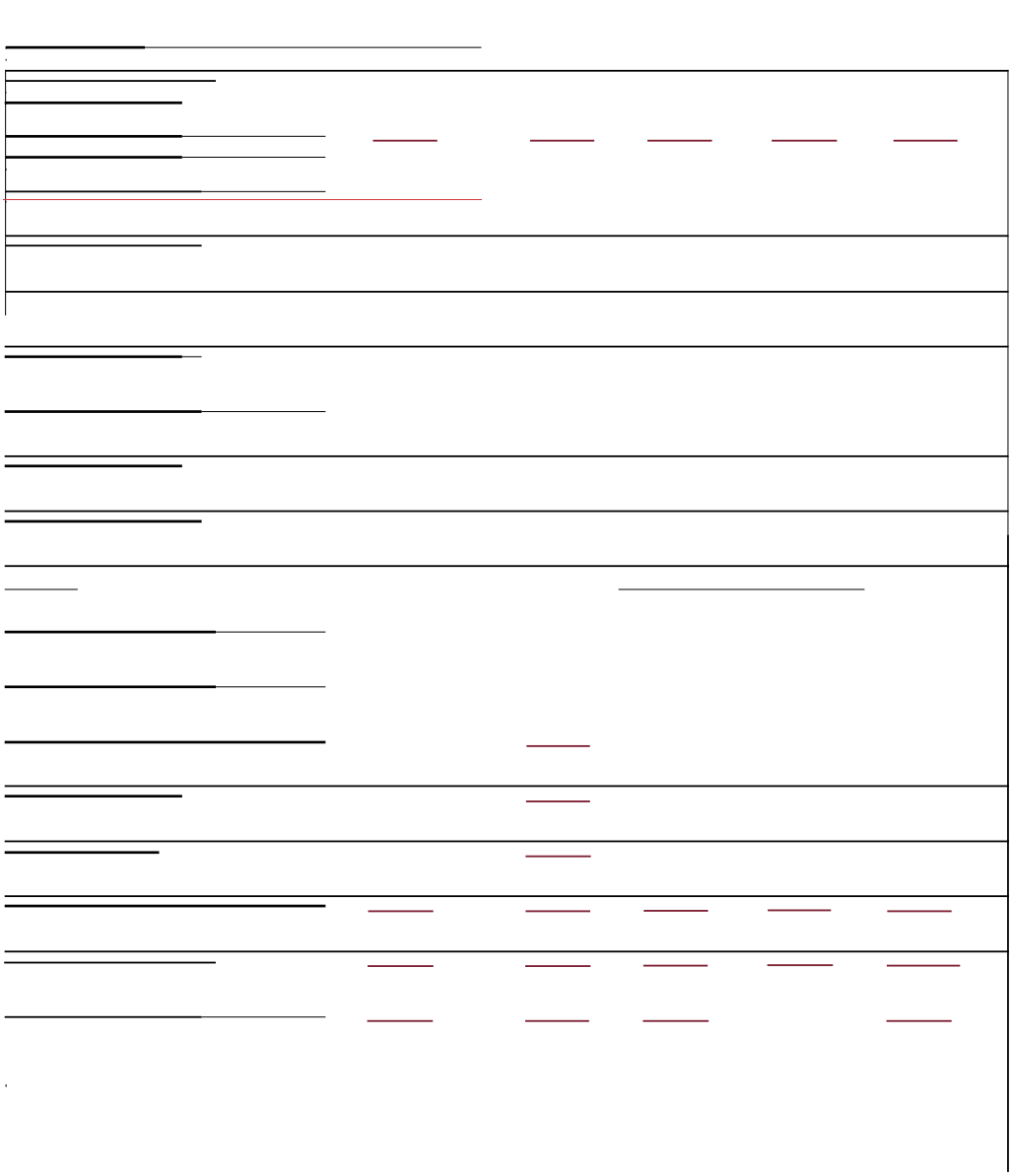
Classification	STEP 1	STEP2	STEP3	STEP4	STEP 5
GENERAL LABORER	$4,743.54 $27.37	$4,980.88 $28.74	$5,230.48 $30.18	$5,492.35 $31.69	$5,767.57 $33.27
INFORMATION SYSTEMS SPECIALIST	$8,371.67 $48.30	$8,756.10 $50.52	$9,158.36 $52.84	$9,587.37 $55.31	$10,027.51 $57.85
INFORMATION SYSTEMS TECHNICIAN	$7,190.52 $41.48	$7,548.21 $43.55	$7,922.62 $45.71	$8,319.30 $48.00	$8,737.16 $50.41
LANDSCAPE & PARKS MAINT WORKER I	$5,928.03 $34.20	$6,224.43 $35.91	$6,536.44 $37.71	$6,862.92 $39.59	$7,207.24 $41.58
LANDSCAPE & PARKS MAINT WORKER II	$6,528.63 $37.66	$6,854.00 $39.54	$7,198.33 $41.53	$7,559.35 $43.61	$7,935.99 $45.78
LANDSCAPE INSPECTOR	$6,090.72 $35.14	$6,394.92 $36.89	$6,715.83 $38.74	$7,050.12 $40.67	$7,403.35 $42.71
LEAD CHILD CARE INSTRUCTOR	$4,659.31 $26.88	$4,893.80 $28.23	$5,139.84 $29.65	$5,397.41 $31.14	$5,669.07 $32.71
PERMIT TECHNICIAN	$6,628.61 $38.24	$6,923.89 $39.95	$7,239.27 $41.76	$7,554.63 $43.58	$7,893.61 $45.54
PUBLIC WORKS INSPECTOR	$8,895.39 $51.32	$9,298.76 $53.65	$9,731.10 $56.14	$10,184.62 $58.76	$10,652.63 $61.46
RECREATION COORDINATOR	$6,589.92 $38.02	$6,885.21 $39.72	$7,194.98 $41.51	$7,512.56 $43.34	$7,842.38 $45.24
RECYCLING ASSISTANT	$6,319.14 $36.46	$6,599.95 $38.08	$6,890.77 $39.75	$7,197.20 $41.52	$7,527.04 $43.43
SR ADMIN SUPPORT SPECIALIST	$6,253.40 $36.08	$6,531.98 $37.68	$6,829.50 $39.40	$7,127.00 $41.12	$7,446.81 $42.96
SR BUILDING INSPECTOR	$9,294.31 $53.62	$9,728.88 $56.13	$10,144.51 $58.53	$10,661.54 $61.51	$11,160.75 $64.39
SR BUILDING MECHANIC	$7,697.52 $44.41	$8,079.73 $46.61	$8,486.45 $48.96	$8,909.87 $51.40	$9,357.82 $53.99
SR EQUIPMENT MECHANIC	$7,909.24 $45.63	$8,303.70 $47.91	$8,719.33 $50.30	$9,153.90 $52.81	$9,614.10 $55.47
SR LANDSCAPE & PARKS MAINT WORKER	$7,190.52 $41.48	$7,549.32 $43.55	$7,925.95 $45.73	$8,322.64 $48.01	$8,738.28 $50.41
SR LANDSCAPE INSPECTOR	$7,190.52 $41.48	$7,549.32 $43.55	$7,925.95 $45.73	$8,322.64 $48.01	$8,738.28 $50.41
SR STREET MAINT WORKER	$7,190.81 $41.49	$7,550.21 $43.56	$7,926.37 $45.73	$8,322.81 $48.02	$8,739.53 $50.42
STREET MAINTENANCE WORKER I	$5,928.03 $34.20	$6,224.43 $35.91	$6,536.44 $37.71	$6,862.92 $39.59	$7,207.24 $41.58
STREET MAINTENANCE WORKER II $	$6,528.63 $37.66	$6,854.00 $39.54	$7,198.33 $41.53	$7,559.35 $43.61	$7,935.99 $45.78
TREET MAINTENANCE WORKER LEAD Y	$6,860.04 $39.58	$7,202.74 $41.55	$7,563.35 $43.63	$7,940.69 $45.81	$8,337.12 $48.10
EHICLE ABATEMENT OFFICER	$5,178.63 $29.88	$5,437.56 $31.37	$5,708.99 $32.94	$5,994.70 $34.58	$6,294.71 $36.32

~~YOUTH INSTRUCTOR I~~	~~$3,245.54~~	~~$3,406.73~~	~~$3,575.11~~	~~$3,753.02~~	~~$3,941.69~~
	~~$18.72~~	~~$19.65~~	~~$20.63~~	~~$21.65~~	~~$22.74~~
~~YOUTH INSTRUCTOR II~~	~~$4,051.55~~	~~$4,255.74~~	~~$4,469.48~~	~~$4,691.56~~	~~$4,929.18~~
	~~$23.37~~	~~$24.55~~	~~$25.79~~	~~$27.07~~	~~$28.44~~

ATTACHMENT A.1

SALARY LIST Eli'FECTIVE 07/01/2021 *Manthly salaries are based an 11 40 haur wark weel.

Cl11ssifie11tii0n	ST EP 1	STEI4	STE¥ J	STEP 4	STEP .5
	$5,833.36	$6,084.24	$6,356.94	$6,638.12	$6,947.18 $4 M&
	$6,413.93 $J+..OO	$6,698.95	$6,994.13	$7,305.16 W , J 4	$7,639.95 $44. 0&
	$5,285.53 W)49	$5,514.58	$5,750.94	$6,009.08	$6,267.25
	$5,770.39	$6,027.13	$6,294.04	$6,577.93 W,. %	$6,868.60
	$6,688.77	$6,988.49	$7,302.90	$7,625.24 $#,.9.9	$7,960.02
	$8,597.90 $4.MO	$8,988.11	$9,405.45	$9,845.41	$10,297.81
	$9,027.80	$9,437.51	$9,875.72	$10,337.68	$10,812.70 $62 ,J&
	$6,441.08	$6,764.55	$7,102.72	$7,458.98	$7,832.21 $#. 1 9
	$7,095.93 $4 0, 94	$7,451.06	$7,823.17	$8,215.62 $4740	$8,623.92
	$5,878.97	$6,140.23	$6,417.33 $J+..W	$6,703.47	$6,996.40 ,$40,¾
	$4,112.34	$4,319.31 $24.m	$4,536.47	$4,763.80	$5,003.57
	$6,413.93 $J+..OO	$6,098.95	$6,994.13	$7,305.16 W , J 4	$7,639.95 $44. 08
	$7,168.31 $4 h¼·	$7,494.04	$7,835.eO	$8,198.66	$8,578.68 ,$4949
	$6,250.27	$6,527.83	$6,819.92	$7,124.13 $4 h 1 0	$7,446.53 $42 ,%
	$7,417.13 $42c+9	$7,748.52 $44. +Q	$8,102.52	$8,474.63 $48&9	$8,860.29
	$7,944.66	$8,309.46 WM	$8,688.83	$9,091.21	$9,511.77
	$8,597.92 $4.MO	$8,989.40	$9,406.33	$9,845.08	$10,298.36
	$6,623.17	$6,953.43 WM-2	$7,302.90	$7,/40+. 09	$8,050.50
	$7,291.60 $42.,-0+	$7.655.78 $44..H	$8.039.19	$8.440.69	$8.861.43
	$4,506.23	$4.740.12	$4.970.41	$5.220.08	$5.480.66
	$8,364.91	$8.783.40	$9.224.48	$9.684.80	$10.167.74



Classification	S+EP-1-	S+El4	S+EP-J	S+EP-4	
GENERAL LABORER	$4,814.69	$1i,Q1i,U9	$1i,3Q8.94	$i,1i+4.+3	$1i,8ii4.Q8
INFORMATION SYSTEMS SPECIALIST	$8,49+.2/i	$8,88+.44	$9,29/i.+4	$9,'.731.18	$1Q,l++.92
INFORMATION SYSTEMS TECHNICIAN	$+,298.3+ $42.,.J..+	$+,661.43	$8,Q4I.4li	$8,444.09	$8,868.22
LANDSCAPE & PARKS MAINT WORKER I	$6,Ql6.9li	$6,3l+.8Q	$6,634.48	$6,96/i.86	$+,3lli,3li
LANDSCAPE & PARKS MAINT WORKER II	$6,626.!il!	$6,9$6.81 $4-0M	$+,3Q6.3Q	$+,6+2.+4 $4-4-d+	$8,Q!ii.Q3 $444.+
LANDSCAPE INSPECTOR	$6,182.08	$6,490.84	$6,816.!i+	$+,1i!i.8+ $4.+d&	$+,!il4.4Q
LEAD CHILD CARE INSTRUCTOR	$4,+29.2Q $2.+d&	$4,96+.2Q	$/i,216.94 $30,.W	$!i,4+8.3+ W4J.	$li,+li4.I1
PERMIT TECHNICIAN	$6,+28.Q4	$+,Q2+.+li $4-.0M	$+,347.86	$+,66+.9!i $44.-24-	$8,Ql2.Q2
PUBLIC WORKS INSPECTOR	$9,Q28.82 $£.-09	$9,438.24	$9,8+.+.Q+	$1Q,33+.39	$1Q,8l2.41
RECREATION COORDINATOR	$6,688.+'.7	$6,988.49	$+,3Q2.9Q	$+,62/i.24	$+,96Q.Q2
RECYCLING ASSISTANT	$6,413.93 W,-00	$6,698.9/i	$6,994.13	$+,3Q!i.l6	$+,639.9/i $44,.08
SR ADMIN SUPPORT SPECIALIST	$6,34+.2Q	$6,629.96	$6,931.94 $J.9,.99	$+,233.91	$+,!i!i8.!il
SR BUILDING INSPECTOR	$9,433.+2	$9,8+4.8I	$1Q,296.68 $WM	$1 Q,821.46 $62M	$11,328.16
SR BUILDING MECHANIC	$+,812.98	$8,2QQ.92 $47.,M	$8,613.+4 $4-949	$9,Q43.li2 W-,-1-+	$9,498.19
SR EQUIPMENT MECHANIC	$8,Q2+.88 $#.-3.+	$8,428.2/i	$8,8/iQ.l2	$9,291.21	$9,+$8.31
SR LANDSCAPE & PARKS MAINT WORKER	$+,298.3+ $42.,.J..+	$+,662.!i6 $444+	$8,Q44.84 $¼M	$8,44+.48 $4&,+4	$8,869.3/i
SR LANDSCAPE INSPECTOR	$+,298.3+ $42.,.J..+	$+,662.!i6 $444+	$8,Q44.84 $¼M	$8,44+.48 $4&,+4	$8,869.3/i
SR STREET MAINT WORKER	$+,298.6+ $42.,.J..+	$+,663.46 $444+	$8,Q4li.26 $¼M	$8,44+.63 $4&,+4	$8,8+Q.63
STREET MAINTENANCE WORKER I	$6,Ql6.9li	$6,3l+.8Q	$6,634.48	$6,96/i.86	$+,3lli.3li
STREET MAINTENANCE WORKER II	$6,626.$6	$6,9$6.81 $4-0M	$+,3Q6.3Q	$+,6+2.+4	$8,Q!ii.Q3
STREET MAINTENANCE WORKER LEAD	$6,962.94 $40,.1.7	$+,3IQ.+8	$+,6+6.8Q	$8,Q!i9.8Q	$8,462.1+
VEHICLE ABATEMENT OFFICER	$1i,2li6.3I	$1i,!il9.l2 WM	$!i,+94.63	$6,Q84.62	$6,389.13

YOUTH INSTRUCTOR I	$3,294.22	$3,457.83	$3,628.73	$3,809.31	$4,000.82
YOUTH INSTRUCTOR II	$4,112.32	$4,319.57	$4,536.52	$4,761.94	$5,003.12

For the Newark Association of Miscellaneous Employees:

Presi

City of Newark

City Manager's Office
37101 Newark Boulevard
Newark, CA 94560

NEWARK
California

To: Newark Association of Miscellaneous Employees (NAME) Executive Board

From: David Benoun, City Manager
Lenka Hovorka, Assistant City Manager

Date: April 8, 2021

This will serve as a side letter to the City of Newark (City) and the Newark Association of Miscellaneous Employees (NAME) July 1, 2019- June 30, 2022 Memorandum of Understanding (MOU). The purpose of this side letter is to address continued changed circumstances as a result of the COVID-19 pandemic. This side letter will become effective upon approval by the City Council.

Due to the COVID-19 pandemic, the following entities and individuals have taken the actions identified below:

- On January 31, 2020, the United States Department of Public Health and Human Services Secretary declared a public emergency.

  On March 4, 2020, the Governor of the State of California declared a state of emergency in the State of California.

- On March 1, 2020, the Alameda County Health Officer declared a local health emergency and on March 10, 2020, the Alameda County Board of Supervisors ratified the declaration of a local health emergency.

- On March 11, 2020, the World Health Organization declared COVID-19 a pandemic.

- On March 13, 2020, the President of the United States declared a state of national emergency.

- On March 16, 2020, the Newark City Manager, acting in his capacity as the Director of Emergency Services, proclaimed the existence of a local emergency and on March 17, 2020, the City Council ratified and confirmed the proclamation of the existence of a local emergency.

  On May 14, 2020, the Newark City Council authorized a side letter to the MOU to approve temporary modified benefits as a result of changed conditions due to the COVID-19 pandemic (Side Letter), and it is now necessary to revisit the terms of the Side Letter.

- On March 19, 2021, the California State Governor signed Senate Bill 95, requiring employers to provide supplemental paid sick leave to its employees.

- The Alameda County Public Health Officer continues to extend and modify an Executive Order directing the public to comply with social distancing measures and other restrictions necessary to control the spread of COVID-19.

The City and NAME agree to the following:

- **Use of Federal Leaves:** The number of hours of Emergency Paid Sick Leave (EPSL) accessible, consistent with the Families First Coronavirus Response Act and as provided under the Side Letter, is hereby extended to June 30, 2021, provided that the member meets the eligibility requirements for the program as established by federal law. Emergency Family Medical Leave expired December 31, 2020 under the Side Letter.

- **Negative Sick Leave:** For members of NAME that exhausted their sick leave prior to December 31, 2020, those members will no longer be allowed to accrue a negative sick leave balance.

- **Temporary Suspension of Maximum Vacation Accrual:** The maximum accumulation of vacation credits identified in Section X.D of the MOU are temporarily suspended for any excess accruals between March 16, 2020 and through June 30, 2021. Members of NAME will have until June 30, 2022 to utilize any excess vacation accruals pursuant to the MOU. Members of NAME may also convert an additional amount of vacation hours equaling up to three months of vacation accrual into excess vacation accruals. Any excess vacation accruals remaining on June 30, 2022 will be cashed out on the first pay period following the pay period including June 30, 2022.

- **Temporary Suspension of Vacation Buy-Back Requirement:** The requirement identified in Section X.C of the MOU requiring employees to use one-half of the vacation time accrued during the 12-month period from July 1 through June 30 of the prior fiscal year is temporarily suspended and not required for the June 15, 2021 payment that may be requested in April 2021, the December 15, 2021 payment that may be requested in October 2021, and the June 15, 2022 payment that may be requested in April 2022.

- **Supplemental Paid Sick Leave (SPSL):** Effective January 1, 2021, members of NAME are eligible for two weeks of paid regular work schedule hours if they were unable to work or telework due to their own or a qualifying family member's isolation or quarantine period; to care for a child whose school or day care is unavailable; or to attend a vaccination appointment or care for their own vaccine-related symptoms. This benefit will be available to NAME members through September 30, 2021, provided that the member meets the eligibility requirements for the program as established by state law.

- **Workplace exposure paid leave:** After exhaustion of EPSL and SPSL, and if telework is unavailable, employees exposed to COVID-19 in the workplace will receive paid administrative leave for the hours they must remain in isolation or quarantine as required by the Alameda County Public Health Officer's Order at any point in time during the local emergency. This benefit does not apply to employees who are teleworking.

Authority to extend benefits: The City Manager is authorized to extend any of the benefits expiration dates, in any increment of time, up to the end of the declaration of the City local emergency.

Dated:

For the Newark Association of Miscellaneous Employees:

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AND ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NEWARK AND THE NEWARK POLICE MANAGEMENT ASSOCIATION, AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING AND APPROVING AN AMENDMENT TO THE CITY'S SALARY SCHEDULE IN CONFORMANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

WHEREAS, the current Memorandum of Understanding between the City of Newark (the "City") and the Newark Police Management Association ("NPMA") expires on June 30, 2022; and

WHEREAS, the City and NPMA entered into negotiations for a successor memorandum of understanding; and

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500, *et seq.*) and the Newark Municipal Code, the City Manager or his designee, as authorized by the City Council, has met and conferred in good faith with the representatives of NPMA on matters related to wages, hours, and other terms and conditions of employment; and

WHEREAS, the representatives of the City and NPMA have reached a tentative agreement to a successor Memorandum of Understanding dated July 1, 2022 (the "MOU"), attached hereto and incorporated herein by this reference as Exhibit A with a redlined version of the prior MOU attached hereto as Exhibit B for general reference only; and

WHEREAS, the membership of NPMA ratified the agreement as of June 8, 2022; and

WHEREAS, the City Council finds that the terms and conditions of the MOU are proper and in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby approves and adopts the MOU for NPMA, effective July 1, 2022 and authorizes the City Manager to execute the MOU and to take such further actions as may be necessary to implement the MOU including any necessary non-substantive modifications.

BE IT FURTHER RESOLVED that if any provisions contained herein are found to be in conflict with provisions of any other previous resolutions pertaining to the NPMA MOU, the provisions herein shall prevail.

BE IT FURTHER RESOLVED that the City Council hereby approves an amendment to the City's Salary Schedule to reflect the revisions in compensation provided pursuant to the MOU, effective July 1, 2022.

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF NEWARK

AND

NEWARK POLICE MANAGEMENT ASSOCIATION

JULY 1, 2022

THROUGH

JUNE 30, 2025

Adopted:

June 23, 2022

Resolution No.

TABLE OF CONTENTS

Section		Page
I.	Term	1
II.	Recognition	1
III.	Definitions	1
IV.	Compensation	1
V.	Working Hours	3
VI.	Labor Market	4
VII.	Acting/Special Assignment Pay	5
VIII.	Retirement	6
IX.	Health and Welfare	8
X.	Life Insurance	11
XI.	Uniform Maintenance and Provision of Uniforms	11
XII.	Educational Reimbursement	11
XIII.	Recreation Benefits	14
XIV.	Proration of Holiday, General, and Bereavement Leave Accruals for Regular Part-Time Employees (RPT)	14
XV.	Management Leave	14
XVI.	General Leave	15
XVII.	Sick Leave	15
XVIII.	Bereavement Leave	15
XIX.	Holidays	16
XX.	Grievance Procedure	17

XXI. Implementation of Section 414(h)(2) of the United States Internal Revenue Code 20

XXII. Management Rights 21

Attachments

A Newark Police Management Association Pay Plan
B Salary Schedule
C General Leave Plan

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF NEWARK AND NEWARK POLICE MANAGEMENT ASSOCIATION

I. TERM

This agreement shall be in effect from July 1, 2022 through July 1, 2025.

II. RECOGNITION

The City of Newark ("City") recognizes the Newark Police Management Association ("NPMA"), hereinafter referred to as the "Association," as the majority representative for regular full-time employees in the sworn classifications and full-time and regular part-time non-sworn classifications listed below, pursuant to Employer-Employee Relations Resolution No. 1833:

Police Captain Police Lieutenant
Community Engagement Manager
Police Support Services Manager

III. DEFINITIONS

For purposes of this Memorandum of Understanding ("MOU" or "Agreement"), unless the context otherwise requires, the following definitions in this Agreement shall apply:

A. "Employees" shall mean those regular full-time and regular part-time employees of the City of Newark occupying classifications represented by the Newark Police Management Association.

B. "Employer" shall mean the City of Newark.

C. "Non-sworn" refers to those personnel occupying the classifications of Police Support Services Manager and Community Engagement Manager.

D. "Sworn" refers to personnel occupying classifications of Police Captain and Police Lieutenant.

IV. COMPENSATION

Employees shall be compensated pursuant to the Newark Police Management Association Pay Plan as set forth in Attachment A and Attachment B attached hereto and incorporated herein by this reference. The NPMA classifications that are participating in the Newark Police Management Association Pay Plan are those listed below:

Classification	Range
Community Engagement Manager	10
Police Captain	22
Police Lieutenant	19
Police Support Services Manager	15

Effective July 1, 2022, the minimum of each range will be amended to be 20% below the current range maximum. Employees currently below this minimum will be adjusted to be at the new range minimum. Said minimum adjustment shall be implemented independently of below noted general salary increases.

Effective July 1, 2022, the total compensation salary ranges for all NPMA employees shallbe increased four percent (4.0%) as set forth in Attachment B, attached hereto and incorporated herein by this reference. All employees shall receive a four percent (4%) salary increase.

Effective July 1, 2023, the total compensation salary ranges for all NPMA employees shallbe increased three percent (3.0%) as set forth in Attachment B, attached hereto and incorporated herein by this reference. All employees shall receive a three percent (3%) salary increase.

Effective July 1, 2024, the total compensation salary ranges for all NPMA employees shallbe increased three percent (3.0%) as set forth in Attachment B, attached hereto and incorporated herein by this reference. All employees shall receive a three percent (3%) salary increase.

Salary Computation: Hourly equivalent of base monthly = base monthly salary x 0.0057692 (0.0057692 represents the monthly salary divided by the average number of hours worked in a month).

A. LONGEVITY PAY

Longevity Pay will be phased in over the term of this memorandum for the Police Lieutenant classification. The Police Lieutenant will receive 50% of their eligible longevity pay between July 1, 2022 and June 30, 2023; 75% of their eligible longevity pay between July 1, 2023 and June 30, 2024; and will be eligible to receive the full longevity pay starting July 1, 2024.

Effective July 1, 2022 the regular full-time employees in the classifications of Police Lieutenant and Police Captain are eligible for longevity pay as follows:

Police Captain:
Upon commencement of 10 years of service – 2.5% salary increase
Upon commencement of 15 years of service – 5.0% salary increase
Upon commencement of 20 years of service – 7.5% salary increase

Police Lieutenant:
July 1, 2022 – June 30, 2023
Upon commencement of 10 years of service – 1.25% salary increase
Upon commencement of 15 years of service – 2.5% salary increase
Upon commencement of 20 years of service – 3.75% salary increase

July 1, 2023 – June 30, 2024
Upon commencement of 10 years of service – 1.875%salary increase
Upon commencement of 15 years of service – 3.75% salary increase
Upon commencement of 20 years of service – 5.625% salary increase

July 1, 2024 – June 30, 2025
Upon commencement of 10 years of service – 2.5% salary increase
Upon commencement of 15 years of service – 5.0% salary increase
Upon commencement of 20 years of service – 7.5% salary increase

Longevity pay is computed on base compensation only. The maximum longevity pay premium is 7.5% of salary for eligible employees.

For service to meet the requirements of longevity pay, it must meet all of the following criteria:

- Full-time sworn service in the classifications of Police Officer, Police Corporal, Police Sergeant, Police Lieutenant, Police Commander, Police Captain, and/or similar sworn position; in a public sector agency, including probationary time; and

- Active service (in a paid status) or approved leave without pay that qualifies for FMLA, CFRA, PDL, workers' compensation or other protected leaves per state or federal law.

V. WORKING HOURS

A. Full-time employees work 40 hours per week and as necessary. The City Manager may revise the standard work schedule upon reasonable notice.

B. Sworn employees work a Four-Ten (4/10) schedule that equates to 40- hours per week in a two week period. Typically, an employee assigned to this work schedule will work ten (10) hours per day for four (4) days in oneweek.

C. Non-sworn employees work a Nine-Eighty (9/80) schedule that equates to 40-hours per week in a two week period. Typically, an employee assigned to this work schedule will work nine (9) hours per day for four (4) days andone day of eight (8) hours in one week (for a total of 44 hours) and then nine (9) hours per day for four (4) days in the next week (for a total of 36 hours).

D. City offices will be closed for business during the December holiday season.Non-essential employees, as determined by the City Manager, will participate in a four-day furlough. Employees may use general leave, management leave, holiday or floating holidays during the furlough.

E. Eligible employees on leave of absence without pay due to the furlough shall be paid holiday pay for holidays occurring during the furlough. Employees on an approved leave of absence without pay that started before December 10 and extends through or beyond December 31 will not be affected by the furlough and will not be eligible for holiday pay.

F. Employees who elect a leave of absence without pay for the furlough may request up to a four-day salary advance. This salary advance must be requested by June 1 preceding the furlough. Repayment of a salary advance for the furlough may be spread over a period of time provided that:

1. There is two weeks advance notice to payroll,

2. The salary advance is fully repaid no later than the last full pay period of the calendar year, so all payments occur within the same calendar and fiscal year of the furlough,

3. Payments begin no earlier than July 1 of the impacted calendar year, and

4. The repayment plan is approved by the Finance Director, or designee prior to the furlough.

G. The Police Support Services Manager and Community Engagement Manager will normally be assigned to a Four-Ten (4/10) schedule. The Police Chief may authorize a different work schedule if such change is needed to achieve management objectives. Alternatives to the work schedules outlined above will be subject to the approval of the City Manager.

VI. LABOR MARKET

The following agencies comprise the designated labor market for the purpose of salary and benefit survey comparisons: Foster City, Fremont, Hayward, Livermore, Menlo Park, Milpitas, Pleasanton, Redwood City, San Leandro, and Union City. The City will review the designated labor market during the first year of the term of this agreement, and agree to meet and confer on any proposed changes.

During the first year of the term of the contract, the City will conduct a Classification and Compensation Study. The Classification portion will include updating all job classifications to reflect current duties. The Compensation portion will include conducting a Total Compensation Survey for all Association classifications. The Study will be subject to meet and confer with the Association prior to implementation.

The survey is for purposes of study and negotiations and shall not trigger any automatic adjustments.

"Total compensation" for survey purposes shall include:

- Top step/range base salary.
- That portion of the employer's PERS contribution that is paid by the employee (employee contributions to the employer's PERS costs shall be reflected as a negative number).
- The amount of the highest premium the employer will pay for family coverage of medical, dental, and vision premiums.
- Any premiums paid by the employer for life insurance.
- Any premiums paid by the employer for long term and/or short term disability.

For discussion purposes, the parties will prepare an alternative "Total compensation" survey that includes the items above and adds the following:

- The maximum amount paid by the employer for educational achievements or POST certificates.
- The maximum amount paid by the employer for length of service.
- The maximum number of holiday hours or holiday pay provided by the employer.
- The maximum amount paid by the employer toward a deferred compensation program.

VII. ACTING/SPECIAL ASSIGNMENT PAY

A. Employees are eligible for premium pay of 5% over base salary while acting in a higher classification when assigned and prescribed by the City Manager.

B. The City agrees to pay regular full-time employees bilingual assignment pay of $100.00 per month. Regular part-time employees scheduled to work 30-35 hours per week will receive bilingual assignment pay of $75.00 per month and regular part-time employees scheduled to work 20-25 hours per week will receive bilingual assignment pay of $50.00 per month. Eligibility for bilingual assignment pay shall be based on the provisions outlined in Administrative Regulation 0522 which establishes a policy and procedures for receiving bilingual assignment pay:

1. Employees will be required to pass an initial fluency test administered by the City or an independent testing service. Employees will be required to undergo periodic testing of skill level to remain eligible for bilingual pay.

2. Eligible languages will be determined by the City.

3. Employees must be in a classification that brings them into regular contact with the general public.

4. The City retains the right to make the final determination regarding eligibility for bilingual assignment pay.

VIII. RETIREMENT

A. All employees who were appointed prior to January 1, 2013 and all “Classic Members” (as defined by CalPERS) are referred herein either as “Classic Members” or as “Classic”.

B. The City shall continue to provide to all sworn Classic employees a retirement formula known as “3% at 50” together with single year highest compensation, military service credit for prior service, and the indexed level1959 survivor benefit options of the CalPERS pension plan. Sworn Classic Members continue to pay the 9% employee rate for the 3% at 50 retirement formula plus continue to pay up to 4% of an additional contribution in accordance with the following formula for a current total pre-tax contribution of 13%.

Sworn Classic members will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this agreement if the CalPERS Safety Plan employer actuarial rate for the 3% at50 retirement formula exceeds 17.00% to a maximum of 25.00%. In the event that the employer rate exceeds 25.00%, the City shall be responsible for any increase above 25.00%. In subsequent years, if the rate over 17.00% decreases, the sworn Classic members matching percentage of salary in the form of the employee contribution rate will be reduced by the above formula. Employer rate reductions below 17.00% will not be shared with sworn Classic members under the above formula.

The following example is for illustrative purposes only:

If the CalPERS Safety Plan employer actuarial rate for the 3% at 50 retirement formula increased from 17.00% to 20.00% effective July 1, 2006,the sworn Classic members’ rate would increase from 9.00% to 10.50%.

The City would then be responsible for the matching 1.50%. If the rate decreased from 20.00% to 18.00%, the sworn Classic members’ rate would decrease by 1.00%. The members’ rate increase or decrease would be done through a contract amendment with CalPERS and the City.

C. The City shall continue to provide to all non-sworn Classic management employees a retirement formula known as “2.5% at 55” together with singleyear highest compensation, pre-retirement optional settlement level 2 death benefit, military service credit for prior service, and the indexed level 1959 Survivor Benefit options of the CalPERS pension plan. Non-Sworn Classic Members continue to pay the 8% employee rate for the 2.5% at 55 retirement formula plus continue to pay up to 3.468% of an additional contribution in accordance with the following formula for a total tax deferred contribution of 11.468%.

Non-sworn Classic members will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this agreement if the CalPERS Miscellaneous Plan employer actuarial rate for the 2.5% at 55 retirement formula exceeds 10.00% to a maximum of 16.936%. In the event that the employer rate exceeds 16.936%, the City shall be responsible for any increase above 16.936%. In subsequent years of the term of the agreement, if the rate over 10.00% decreases, non-sworn Classic members' matching percentage of salary will be reduced by the above formula. Employer rate reductions below 10.00% will not be shared under the above formula.

The following is for illustrative purposes only:

If the CalPERS Miscellaneous Plan employer actuarial rate increases to 10.00%, each Classic non-sworn member would contribute zero (-0-) from their salary to pay for the retirement benefit. If the rate increases by 3.0%, each non-sworn Classic member would contribute half of the 3.00% increase (1.50%) from their salary to pay for the retirement benefit. The City would then be responsible for the matching 1.50%. If the rate decreased by 3.0%, the non-sworn Classic member would no longer contribute the additional 1.50% of their salary towards the employer rate to pay for the retirement benefit.

D. The City shall provide to sworn employees who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) a retirement formula known as 2.7% at 57 in accordance with the Public Employees' Pension Reform Act of 2013.

Sworn employees who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) will contribute half the normal cost of the 2.7% at 57 plan as required by the Public Employees' Pension Reform Act of 2013.

In addition to paying the employee rate (currently 12%), sworn PEPRA Members will pay an additional contribution of 4.0% for a total of 16%. If CalPERS approves a contract amendment for the City of Newark that charges Sworn New PEPRA Members an additional 1.5% contribution rather than an additional 4% contribution for a current total of 13.5% rather than a current total of 16% (and CalPERS approves the provisions described here in for Sworn Classic Members, Non-Sworn Classic and Non-Sworn PEPRA Members), the City agrees to amend its contract for Sworn PEPRA Members accordingly.

The following is for illustrative purposes only:

If the employee rate for sworn PEPRA Members is 12%, in this example sworn PEPRA Members would pay the 12% employee rate plus an additional 4% for a total of 16%.

E. The City shall provide to all non-sworn employees who were appointed on or after January 1, 2013 who are non-sworn PEPRA Members (as defined by CalPERS) a retirement formula known as 2% at 62 in accordance with the Public Employees' Pension Reform Act of 2013.

Non-sworn employees who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) will contribute half the normal cost of the 2% at 62 plan as required by the Public Employees' Pension Reform Act of 2013.

In addition to paying the employee rate, non-sworn PEPRA Members will pay the same percentage of an additional contribution as non-sworn Classic Members pay.

F. The City shall provide the one-year highest compensation option to Classic sworn and non-sworn members. The City shall provide the three-year average compensation requirement to PEPRA members as defined above.

IX. HEALTH AND WELFARE

A. The contribution by the City toward monthly premiums for health and welfare programs of employees represented by the Association shall be the Minimum Employer Contribution as determined by CalPERS for employers under the Public Employees' Medical and Hospital Care Act (PEMHCA). In the event that an employee elects to waive participation in the Program, that amount will be paid to the employee as part of the Cash-in-Lieu benefit as provided below in Section 4. The employee shall execute a waiver in the event the employee elects not to participate in the PERS Health Benefit Program or cancel participation after enrollment.

B. The City agrees to maintain a cafeteria plan under Section 125 of the Internal Revenue Code (IRC). The cafeteria plan allows employees to voluntarily reduce salary in an amount equal to the actual premiums for the PERS Health Plan, City-administered dental insurance and/or vision insurance as a before-tax conversion of salary. In the event of changes in law affecting the Flexible Benefit Plan, the City agrees to meet and confer with the Association regarding the impact of such changes.

Effective for the 2022 plan year, the City shall contribute to eligible NPMA employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.

For Regular Full-Time Employees and Regular Part-Time Employees working 30-35 hours:

Employee Only: $878
Employee + 1 Dependent: $1,755
Employee + 2 or more Dependents: $2,318

For Regular Part-Time Employees working 20-25 hours:

Employee Only: $439-$549
Employee + 1 Dependent: $878-$1,097
Employee + 2 or more Dependents: $1,159-$1,449

Effective for the 2023 plan year, the City shall contribute to each eligible NPMA employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time Employees and Regular Part-Time Employees working 30-35 hours:

Employee Only: $896
Employee + 1 Dependent: $1,790
Employee + 2 or more Dependents: $2,364

For Regular Part-Time Employees working 20-25 hours:

Employee Only: $448-$560
Employee + 1 Dependent: $895-$1,119
Employee + 2 or more Dependents: $1,182-$1,478

Effective for the 2024 plan year, the City shall contribute to each eligible NPMA employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time Employees and Regular Part-Time Employees working 30-35 hours:

Employee Only: $913
Employee + 1 Dependent: $1,826
Employee + 2 or more Dependents: $2,412

For Regular Part-Time Employees working 20-25 hours:

Employee Only: $457-$571
Employee + 1 Dependent: $913-$1,141
Employee + 2 or more Dependents: $1,206-$1,507

Effective for the 2025 plan year, the City shall contribute to each eligible NPMA employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time Employees and Regular Part-Time Employees working 30-35 hours:

Employee Only: $932
Employee + 1 Dependent: $1,862
Employee + 2 or more
Dependents: $2,460

For Regular Part-Time Employees working 20-25 hours:

Employee Only: $466-$582
Employee + 1 Dependent: $931-$1,164
Employee + 2 or more Dependents: $1,230-$1,537

C. Cash Back / Cash In Lieu of Benefits:

1. Cash-In-Lieu: Employees electing not to participate in the City's cafeteria plan and waiving all medical, dental, and vision benefits, will receive $450 "cash-in-lieu" of benefits, which includes the PEMCHA minimum per section A.1 above.

2. Cafeteria Plan Cash-Back: Employees who participate in the cafeteria plan but who do not utilize the full benefit allowance, may receive up to $450per month of any money not used for the purchase of employer offered benefits. Any "cash-in-lieu and cafeteria plan "cash back" will be paid to the employee in taxable compensation.

For Regular Part-Time Employees working 30-35 hours the cash-in-lieu and cash back amount will be $338-$394.
For Regular Part-Time Employees working 20-25 hours the cash-in-lieu and cash back amount will be $225-$281.

D. City and Association agree that in the event of any additional federal or state mandates requiring employer contributions for health care coverage, the City and Association shall reopen the memorandum of understanding to meet and confer on the issue of health care premiums and its impact on total compensation.

E. All regular full-time employees in the Association shall receive an allowance of $100 per month intended to be used towards the cost of health care premiums, long-term disability premiums, and/or reimbursement for medical, dental, vision, and prescription expenses. All regular part-time employees in the Association shall receive an allowance of up to $75 for 30-35 hour

employees and up to $50 for 20-25 hour employees. This allowance will be reported as taxable income and provided to employees based on the following criteria:

An employee must be in a paid status (on the payroll) in order to receive the allowance. During any unprotected leave of absence without pay, an employee is not eligible to receive the health care benefit allowance.

Employees appointed to a classification covered by this Compensation Plan will be eligible for the health and welfare benefit on the first of the month coincident to or immediately following appointment.

When an employee is terminated or in an unpaid leave status, the health and welfare benefit shall be paid on a monthly pro-rata basis. To qualify for pro-rate pay, the employee must serve 50 percent of the working days in the month.

X. LIFE INSURANCE

The City will provide City-paid life insurance coverage of $20,000 to each employee. Effective July 1, 2022, this amount will increase to $50,000 for regular full-time and regular part-time employees. Additional life insurance can be purchased at the employee's option on an after-tax payroll deduction basis.

XI. UNIFORM MAINTENANCE AND PROVISION OF UNIFORMS

Sworn employees designated as public safety shall receive a uniform maintenance allowance of $100.00 per month.

The Police Support Services Manager and Community Engagement Manager shall receive a uniform maintenance allowance of $45.00 per month for the purchase and maintenance of City approved uniforms.

The City and Association agree to meet and confer in calendar year 2023 towards the possibility of implementing a City-provided and maintained uniform program in replacement of the uniform allowance.

XII. EDUCATIONAL REIMBURSEMENT

A. Job-related Training

1. The City Manager may authorize reimbursement up to 100% of the cost for professional courses and programs that are directly related to the employee's job or which will prepare the employee for advancement or acceptance of greater responsibility. A certificate of completion or a passing course grade must be attained for reimbursement.

B. Plan and Agreement for a College Degree Program

1. In addition to job-related training, the City Manager may authorize reimbursement for up to $10,000.00 of the cost for tuition fees and required text books for a college degree program directly related to the employee's job which will prepare the employee for advancement or acceptance of greater responsibility provided that the employee attains a course grade of "C" or a passing grade as defined by the degree program if that requirement is higher than a "C" grade.

2. If an employee receives more than $5,000.00 dollars during their term of employment with the City of Newark in a college degree program, the employee is required to sign an Educational Reimbursement Plan Agreement in order to qualify for and to participate in the Educational Reimbursement College Degree Program.The employee is then subject to the Educational Reimbursement Plan and Agreement for a College Degree Program as follows:

   a. Employee will maintain employment with the City of Newark for a period of five years after completion of the last class taken under the Education Reimbursement Plan; and

   b. In the event that employee leaves the City of Newark and does not complete the five year employment period, employee warrants that he/she will reimburse to the City all money paid (up to $10,000) under the Educational Reimbursement Plan as follows:

      i. 100% of money paid if the employee voluntarily leaves city employment in the first year after completion of the last class taken under the Educational Reimbursement Plan.

      ii. 80% of money paid if the employee voluntarily leaves city employment in the second year after completion of the lastclass taken under the Educational Reimbursement Plan.

      iii. 60% of money paid if the employee voluntarily leaves city employment in the third year after completion of the last class taken under the Educational Reimbursement Plan.

      iv. 40% of money paid if the employee voluntarily leaves city employment in the fourth year after completion of the last class taken under the Educational Reimbursement Plan.

      v. 20% of money paid if the employee voluntarily leaves city employment in the fifth year after completion of the last class taken under the Educational Reimbursement Plan.

vi. After five years following completion of the last class taken under the Educational Reimbursement Plan, employee owes no further monetary obligation to the City of Newark for participation in the Educational Reimbursement Plan.

3. To qualify for the Educational Reimbursement College Degree Program, degree program courses must be received from an accredited institution as identified on the U.S. Department of Education's List of Nationally Recognized Accrediting Agencies or theCouncil for Higher Education Accreditation's (CHEA) List of Participating and Recognized Organizations.

C. Education Incentive Pay

Education Incentive Pay will be phased in over the term of this memorandum for the Police Lieutenant classification. The Police Lieutenant will receive 50% of their eligible education incentive pay between July 1, 2022 and June 30, 2023; 75% of their eligible education incentive pay between July 1, 2023 and June 20, 2024; and will be eligible to receive the full education incentive pay starting July 1, 2024.

During the phase-in period, the classification of Police Lieutenant may elect to continue receiving the Education Incentive Pay being carried over from their promotion from Police Sergeant as noted below.

An employee promoted from Police Sergeant who at the time of promotion is receiving Education Incentive Pay shall continue to receive that payment for a period of up to four years (4) from the date of the promotion. If the employee has not qualified for the Education Incentive Pay under the terms of this section within four years (4) of the date of promotion, the employee's Education Incentive Pay shall be terminated.

Full-time permanent employees in the classifications of Police Lieutenant and Police Captain are eligible for the following education incentive pay:

Eligible employees meeting the below listed educational requirements will receive an additional 5% above base salary:

- Bachelor's Degree, in conjunction with the successful completion of one of the following additional educational programs:
    - California Commission on Peace Officer Standards and Training (CA POST) Supervisory Certificate

Eligible employees meeting the below listed educational requirements will receive an additional 7% above base salary:

- Bachelor's Degree, in conjunction with the successful completion of one of the following additional educational programs:

    - CA POST Management Program
    - FBI National Academy
    - CA POST Command College
    - Naval Post Graduate Academy
    - Master's Degree, Juris Doctorate or PhD

The Police Chief, with City Manager approval, may add equivalent programs to these lists as appropriate.

Eligible employees may only receive compensation for one Education Incentive Program category. The maximum education incentive pay premium is 7% above base salary for eligible employees.

XIII. RECREATION BENEFITS

Employees and their spouses or registered domestic partners and up to 2 children or grandchildren living in the same household, 26 years of age and under, may use the gym, exercise equipment and aquatic facilities (excluding classes and facility rentals) at the Silliman Community Activity and Family Aquatic Center free of charge.

Employees, their spouses or registered domestic partners, and their children and grandchildren 26 years of age and under, will receive resident rates for class registration and facility rentals.

XIV. PRORATION OF HOLIDAY, GENERAL, AND BEREAVEMENT LEAVE ACCRUALS FORREGULAR PART-TIME EMPLOYEES (RPT)

Regular part-time employees will receive prorated holiday, general, and bereavement leave accruals based on eligibility to receive leave and the actual hours worked or budgeted to work. For example, an RPT employee who works 35 hours per week will receive 7 hours of pay per holiday. An RPT employee who works 24 hours per week will receive 4.8 hours of pay per holiday. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

XV. MANAGEMENT LEAVE

The City Manager, upon the recommendation of the Chief of Police, will establish an annual allocation of up to forty (40) hours of management leave per fiscal year for each eligible employee in recognition of the extra hours of work required of this employee for which compensation in the form of overtime pay is not provided. The City Manager may authorize up to an additional sixteen (16) hoursof management leave.

Management leave may be used for leave purposes only and cannot be converted to pay or carried over from one fiscal year to another.

Management leave must be taken prior to separation.

Regular part-time employees may be granted management leave proportionally to their assigned work hours as recommended by the Chief of Police with approval by the City Manager.

XVI. GENERAL LEAVE

The General Leave Plan shall provide compensated leave for those eligible employees who are absent from duty because of illness, death in the family, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation. The General Leave Plan is attached to this Agreement as Attachment C.

XVII. SICK LEAVE

Each eligible employee shall have a sick leave bank in which that employee may accure and use sick leave credits pursuant to the General Leave Plan. Sick leave credits may be used toward early retirement under the Public Employees' Retirement System plan.

A. COVID-Related Temporary Benefits:

Members of NPMA that did not use EPAL or only partially used EPAL between March 17, 2020 and April 30, 2020 are eligible for up to 120 hours of Additional Administrative Leave ("AAL"). Full time employees that are members of NPMA are eligible for up to 120 hours of AAL based on 3 weeks of regularly scheduled full time hours (40 hours per week) with part time employees eligible for a prorated amount of AAL based on 3 weeks of regularly scheduled part-time hours. AAL will be reduced proportionately by the amount of EPAL that a member of NPMA used.

For example, if a full time employee member of NPMA partially worked between March 17, 2020 and April 30, 2020, but still utilized 60 hours of EPAL, that member would have 60 hours of AAL, while if a part time employee member of NPMA that is regularly scheduled for 30 hours per week (and is thus eligible for up to 90 hours of AAL) utilized 60 hours of EPAL, that member would have 30 hours of AAL. AAL has no cash value and must be used by December 31, 2022. Any AAL remaining on January 1, 2023 will be removed and no longer available for use.

XVIII. BEREAVEMENT LEAVE

Regular full-time employees may be granted up to a maximum of 40 hours of bereavement leave where there has been a death of a husband, wife, registered

domestic partner, sister, brother, mother, stepmother, father, stepfather, grandparent, grandchild, grandparent-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law of an employee.

Up to 80 hours of bereavement leave may be granted for the death of a son, daughter, stepson, or stepdaughter.

Regular part-time employees shall be eligible for prorated bereavement leave as described in Section XV and listed below:

Work Schedule	Prorated Bereavement Leave
30-35 work hours	up to a maximum of 30-35 hours
20-25 work hours	up to a maximum of 20-25 hours

XIX. HOLIDAYS

A. The following days shall be recognized as municipal holidays:

- January 1, New Year's Day
- Third Monday in January, Martin Luther King, Jr. Day
- Third Monday in February, Presidents Day
- Last Monday in May, Memorial Day
- July 4, Independence Day
- First Monday in September, Labor Day
- November 11, Veterans Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- December 24, Christmas Eve Day
- December 25, Christmas Day
- Two Floating Holidays, to be scheduled subject to approval by the Chief of Police

Regular full-time non-sworn employees will receive eight (8) hours of pay for each holiday that falls on a scheduled workday. Regular part-time non-sworn employees will receive prorated holiday pay pursuant to Section XIV Proration Of Holiday, General, And Bereavement Leave Accruals For Regular Part-Time Employees (RPT).

When any day recognized as a holiday by the City falls on a Sunday, the following Monday shall be considered the holiday. When any day recognized as a holiday by the City falls on a Saturday, the preceding Friday shall be considered the holiday.

Floating holidays must be scheduled and used during the fiscal year.

If an employee's hire date falls between July 1 and December 31, the employee

will be eligible for the floating holiday during the current fiscal year. If an employee's hire date falls between January 1 and June 30, the employee will be eligible for the floating holiday beginning July 1, of the next fiscal year.

Holidays shall not be carried over from one fiscal year to another. Upon separation, an unused holiday cannot be converted to cash.

With the continuation of the 9/80 bi-weekly work schedule, Closed Holiday Credits and debits will be calculated for each employee by Payroll and will be funded in the employee's Floating Holiday Bank on July 1 of the current fiscal year. Closed Holiday Credits are subject to all the benefits and restrictions of a Floating Holiday. They have no cash value and cannot be carried over from one fiscal year to the next fiscal year. If the employee separates from service before the end of the fiscal year, no further adjustments in the Closed Holiday Credits will be made.

If the employee does not have any accrued leave available to be charged for the additional hour(s) for the holiday, the employee shall be charged with leave without pay.

B. Public Safety Management

Regular full-time sworn employees in the classification of Police Captain and Police Lieutenant shall receive as compensation in-lieu of holidays an amount equal to 7.0% of regular pay, to be paid each pay period. (See Section XIX. A. for complete list of holidays.)

C. Regular Part-Time Employees

Upon completion of 1,040 work hours or one year of continuous active service, whichever occurs first, regular part-time employees shall be eligible for prorated holidays in accordance with Section XV and as listedbelow:

Work Schedule	Holiday Pay
30-35 work hours	6-7 hours per holiday
20-25 work hours	4-5 hours per holiday

XX. GRIEVANCE PROCEDURE

Any dispute between the City and an employee regarding the interpretation or application of this Memorandum of Understanding shall be considered a grievance. A grievance may be filed by an employee on their own behalf orby the President of the Association and/or their designated representative effecting the rights of an employee pursuant to this agreement who is represented by the Association. For purposes of this section, all notices required herein shall be effected when personally served supported by a declaration under penalty of perjury of the fact of personal service stating the time, place and person served. Notice may also be served by addressing

said notice to the City supervisor involved at the City Administration Building or the employee at his home address as shown in the Human Resources Office, postage prepaid, mailed by certified mail return receipt requested. Notice sent by certified mail shall be considered served upon deposit in the U.S. Mail postage prepaid.

A written grievance shall contain a complete statement of the grievance, the alleged facts upon which the grievance is based, the reasons for the grievance, the remedy requested, and the sections of this agreement alleged to have been violated. The grievance shall be signed and dated by the employee and/or the President of the Association on behalf of an employee represented by the Association.

Hearings on grievances and actual filing of grievances may be processed during normally scheduled working hours. All other activities related to the employee's or Association's preparation and processing of the appeal grievance shall be done outside of scheduled working hours. No employee or Association representative shall be entitled to any additional compensation orpremium pay for any time spent in preparing or processing grievances. No grievances shall be processed during periods of overtime.

The employee or the Association shall pay for the time and expenses of their (its) representatives and witnesses through all stages of the grievance procedure. Witnesses who are City employees and who are on duty at the time of a scheduled appearance shall be released from duty without loss of compensation for the time required to testify. One spokesperson from the Association shall be permitted to be present without loss of compensation during hearings on grievances.

Time limits set forth herein for processing of the grievance procedure are of the essence of this procedure and are to be strictly complied with. Time limits may be extended only by written mutual agreement of the employee and/or Association and the supervisor conducting a hearing.

Any grievance not filed or appealed by the employee within the time limits specified shall be considered settled on the basis of the last disposition given. In the event the grievance is not answered by the City within the time limits set forth herein, the employee may and/or the Association on behalf of the employee may take the grievance to the next higher step in the grievance procedure within the time limits provided.

No resolution of any grievance shall be contrary to the provisions of this Memorandum of Understanding.

An Association employee shall not be penalized if he/she erroneously files a grievance rather than an appeal or vice versa under City of Newark Ordinance No. 77.10, Section 8, RIGHT OF APPEAL. At such time as the employee is notified in writing that the wrong procedure has been utilized, the employee shall refile the action as a grievance or appeal within 5 calendar days of the date of notification of erroneous filing.

Grievances shall be processed in the following manner:

A. Within ten (10) calendar days of the occurrence of the matter on which a grievance is based, the employee and/or Association representative shall discuss the grievance in a meeting with the immediate supervisor of the employee involved.

B. If after such discussion the employee and/or the Association does not believe the problem has been satisfactorily resolved, he/she/it shall have the right, within ten (10) calendar days of the occurrence of the matter to file a formal written grievance of the personnel action with the employee's immediate supervisor.

C. Within ten (10) calendar days of receipt of the notice of formal written grievance, the immediate supervisor shall provide their decision in writing to the employee and/or Association representative.

D. Within ten (10) calendar days of the receipt of the decision from the employee's immediate supervisor, the employee and/or the Association may appeal the grievance by presenting a formal written appeal on the grievance to the Chief of Police.

E. Within ten (10) calendar days of receipt of the formal appeal on the grievance, the Chief of Police shall provide a written decision to the employee and/or Association.

F. Within ten (10) calendar days of receipt of the decision of the Chief of Police, the employee and/or the Association may present a formal appeal of the grievance to the City Manager. The City Manager or their designated representative within ten (10) calendar days of receipt of the appeal shall make a thorough review of the grievance, meet with the Police Chief and the parties involved to attempt to resolve the grievance and, if necessary, thereafter provide a written decision to the employee and/or employee association within ten (10) calendar days of the meeting date.

G. Within ten (10) calendar days of receipt of the decision of the City Manager, the employee and/or employee association may demand in writing to the City Manager that a formal appeal of the grievance be submitted to an independent fact-finder from a list of three qualified fact- finders submitted to the City by the American Arbitration Association.

    1. The City Manager and the employee and/or Association representative shall alternately strike names from the list so furnished and the last name remaining shall be designated as the fact-finder.

    2. The City and the employee and/or Association shall share equally the fees and expenses of the fact-finder as well as the cost of making a record of the fact-finder. Each party shall bear their attorney's fees.

3. The rules of conduct of proceedings shall be according to those procedures for expedited fact-finding utilized by the American Arbitration Association.

4. The City and the employee both hold the right to be represented by an attorney or a representative of the employee's union or association.

5. If either of the parties does not accept the decision of the fact-finder,the party may appeal to a court of competent jurisdiction to hear the matter based on the transcript of evidence submitted to the fact- finder and conclusions of the fact-finder.

XXI. IMPLEMENTATION OF SECTION 414(h)(2) OF THE UNITED STATESINTERNAL REVENUE CODE

A. Pick-up of Employee Contributions

1. Pursuant to the provisions of this Agreement, the City shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the City in lieu of employee contributions.

2. Employee contributions made under paragraph 1 shall be paid from the same source of funds as used in paying the wages to affected employees.

3. Employee contributions made by the City under paragraph 1 shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions madeprior to the effective date of this Agreement.

4. The employee does not have the option to receive the City's contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system.

B. Wage Adjustment

Notwithstanding any provision in the current agreement to the contrary,the wages of employees shall be reduced by the amount of employee contributions made by the City pursuant to the provisions hereof.

C. Limitations to Operability

Section XXI. shall be operative only as long as the City of Newark pick-up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

XXII. MANAGEMENT RIGHTS

The exercise by the City through its City Council and management representatives of its rights here under shall not in any way be directly or indirectly subject to the grievance procedure herein, except for specific provisions addressed in other clauses of this Memorandum of Understanding.

The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects, provided that this clause shall not supersede any other provisions of this Memorandum of Understanding.

The City Manager and Department Heads have and will continue to retain exclusive decision-making authority on matters not expressed in provisions of this Memorandum; and such decision-making shall not be in any way, directly or indirectly, subject to the grievance procedure contained herein.

The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect administrative regulations and employment rules and regulations consistent with law and the specific provisions of this Memorandum of Understanding, to direct its employees to take disciplinary action for just cause, to relieve its employees from duty because of lack of work or for other legitimate reasons, to determine whether goods or services shall be made, purchased or contracted for, to determine the method, means and personnel by which the City services are to be provided, including the right to schedule and assign work and overtime and to otherwise act in the interest of efficient service to the community.

ATTACHMENT A

PAY PLAN

This Newark Police Management Association Pay Plan applies to all employees.

I. POLICY

The City's policy for employee salaries is to establish and maintain a general salary structure based on marketplace norms and internal job alignment, which provides flexibility to reward personnel based on performance. Structures and ranges will be reviewed annually and updated as necessary based on the market conditions, internal relationships, and City's financial condition.

Individual salary adjustments will be considered by the City Manager basedon (1) performance factors and overall contribution to management of the City; (2) pay structure adjustments; and (3) City's financial condition.

II. ADMINISTRATION

The City Manager shall be accountable to the City Council for the overall administration of the Newark Police Management Association Pay Plan and will report on such administration annually or more often, as requested. The Police Chief is responsible for recommending to the City Manager salary adjustments for employees who are covered by the Plan.

The City Council shall consider the necessary adjustment of employee salary ranges annually. In determining plan adjustments, the City Council shall consider such matters as changes in the cost of living, other salary changes such as those arrived at through negotiations with recognized employee groups, compression between this employee group and subordinate class ranges and the competitive position of the City in recruitment and retention of personnel.

The overall salary structure, supporting administrative policies, and assignment of classifications to salary ranges will be reviewed annually by the City Manager with appropriate reporting to the City Council relative to the status of the program.

III. BASIC PLAN ELEMENTS

A. Structure. The Newark Police Management Association Pay Plan consists of four (4) salary ranges. There shall be no specific or predetermined "steps" within the range thus allowing the flexibility of adjustment to recognize varying levels of performance. All classifications will be assigned an appropriate pay grade based on salary survey data andinternal relationships.

Effective July 1, 2022, the minimum of each range will be adjusted to be 20% below the top of the range

B. Performance Appraisal. All employees shall have their performance reviewed at least once each fiscal year, generally coinciding with the employee's anniversary date. All individual salary adjustments shall be based on performance. The performance review program provides a planned and orderly means of evaluating individual performance in relation to areas of accountability and program responsibilities. The Chief of Police will make a recommendation based on the employee's performance appraisal for any salary adjustments to the City Manager.

Eligibility for merit increases will resume at the start of the term of the MOU. Performance evaluations are expected to occur in July and August of 2022, with merit increases to occur approximately in September 2022, and annually thereafter.

C. Adjustments based on Range Movement. Adjustments to salary ranges may occur to reflect cost-of-living changes, labor market conditions, and parity to avoid compression. The City Manager may grant an upward adjustment in an individual's salary in any amount up to an amount equal to the adjustment in the salary range or the City Manager may maintain an individual salary at present level. An adjustment of individual salaries is not required by a change in the salary range to which the position is assigned except to maintain the minimum salary for the range.

D. Meritorious Performance Adjustment. An employee shall be eligible to receive one merit increase per twelve-month period if the employee's performance is beyond a satisfactory level. A meritorious performance adjustment would be in addition to any adjustment based on range movement. For each fiscal year during the term of this MOU, such an increase shall be up to five percent (5%), the exact percentage being determined by the City Manager based on an evaluation of the degree ofmeritorious service and overall contribution to management of the City.

Salary adjustments more frequently than once each twelve month period, but not more than once each six months may be approved by the City Manager for the following reasons:

1. An employee's salary is below the midpoint of the range and the employee has experienced substantial growth in their position representing an increased value to the City.

2. An employee has demonstrated outstanding performance or made an exceptional contribution to the City.

Whenever an employee receives a six-month meritorious performance adjustment, the employee's anniversary date will change pursuant to the Personnel Rules and Regulations.

E. Special Adjustment. The City Manager may authorize salary adjustments up to ten (10) percent per fiscal year within the assigned salary range for the following reasons:

1. An employee's performance consistently exceeds the scope and expectations of their classification as determined by the City Manager.

2. Competitive labor market conditions warrant an adjustment.

3. An employee's overall contribution and value to the City as determined by the City Manager warrants an adjustment.

ATTACHMENT B

SALARY SCHEDULE
COMPENSATION BASE FOR REGULAR FULL-TIME CLASSIFICATIONS
Newark Police Management Association Employees
Effective July 1, 2022

Grade Code	Minimum	Maximum
RANGE 01	$ 5,885.70	$ 7,062.84
RANGE 02	$ 6,183.14	$ 7,419.77
RANGE 03	$ 6,491.40	$ 7,789.68
RANGE 04	$ 6,812.28	$ 8,174.74
RANGE 05	$ 7,154.78	$ 8,585.74
RANGE 06	$ 7,515.32	$ 9,018.38
RANGE 07	$ 7,888.47	$ 9,466.16
RANGE 08	$ 8,283.26	$ 9,939.91
RANGE 09	$ 8,696.06	$ 10,435.27
RANGE 10	$ 9,132.31	$ 10,958.77
RANGE 11	$ 9,590.18	$ 11,508.22
RANGE 12	$ 10,069.70	$ 12,083.64
RANGE 13	$ 10,570.84	$ 12,685.01
RANGE 14	$ 11,099.02	$ 13,318.82
RANGE 15	$ 11,659.65	$ 13,991.58
RANGE 16	$ 12,238.30	$ 14,685.96
RANGE 17	$ 12,849.41	$ 15,419.29
RANGE 18	$ 13,494.76	$ 16,193.71
RANGE 19	$ 14,167.16	$ 17,000.59
RANGE 20	$ 14,875.61	$ 17,850.73
RANGE 21	$ 15,621.91	$ 18,746.29
RANGE 22	$ 16,406.07	$ 19,687.28
RANGE 23	$ 17,220.87	$ 20,665.04
RANGE 24	$ 18,084.35	$ 21,701.22
RANGE 25	$ 18,992.90	$ 22,791.48
RANGE 26	$ 19,939.30	$ 23,927.16
RANGE 27	$ 20,936.17	$ 25,123.40
RANGE 28	$ 21,978.11	$ 26,373.73
RANGE 29	$ 23,079.54	$ 27,695.45
RANGE 30	$ 24,233.25	$ 29,079.90

Monthly salaries listed for full-time non-sworn management employees are based on a 40-hour workweek. Monthly salaries listed for full-time sworn management positions are based on designated shift schedules. Regular part-time non-sworn management employee salaries are prorated based on the 40-hour workweek salary ranges.

ATTACHMENT B

SALARY SCHEDULE

COMPENSATION BASE FOR REGULAR FULL-TIME CLASSIFICATIONS

Newark Police Management Association Employees

Effective July 1, 2023

Grade Code	Minimum	Maximum
RANGE 01	$ 6,062.27	$ 7,274.73
RANGE 02	$ 6,368.63	$ 7,642.36
RANGE 03	$ 6,686.14	$ 8,023.37
RANGE 04	$ 7,016.65	$ 8,419.98
RANGE 05	$ 7,369.42	$ 8,843.31
RANGE 06	$ 7,740.78	$ 9,288.93
RANGE 07	$ 8,125.12	$ 9,750.14
RANGE 08	$ 8,531.76	$ 10,238.11
RANGE 09	$ 8,956.94	$ 10,748.33
RANGE 10	$ 9,406.28	$ 11,287.53
RANGE 11	$ 9,877.89	$ 11,853.47
RANGE 12	$ 10,371.79	$ 12,446.15
RANGE 13	$ 10,887.97	$ 13,065.56
RANGE 14	$ 11,431.99	$ 13,718.38
RANGE 15	$ 12,009.44	$ 14,411.33
RANGE 16	$ 12,605.45	$ 15,126.54
RANGE 17	$ 13,234.89	$ 15,881.87
RANGE 18	$ 13,899.60	$ 16,679.52
RANGE 19	$ 14,592.17	$ 17,510.61
RANGE 20	$ 15,321.88	$ 18,386.25
RANGE 21	$ 16,090.57	$ 19,308.68
RANGE 22	$ 16,898.25	$ 20,277.90
RANGE 23	$ 17,737.50	$ 21,284.99
RANGE 24	$ 18,626.88	$ 22,352.26
RANGE 25	$ 19,562.69	$ 23,475.22
RANGE 26	$ 20,537.48	$ 24,644.97
RANGE 27	$ 21,564.26	$ 25,877.10
RANGE 28	$ 22,637.45	$ 27,164.94
RANGE 29	$ 23,771.93	$ 28,526.31
RANGE 30	$ 24,960.25	$ 29,952.30

Monthly salaries listed for full-time non-sworn management employees are based on a 40-hour workweek. Monthly salaries listed for full-time sworn management positions are based on designated shift schedules. Regular part-time non-sworn management employee salaries are prorated based on the 40-hour workweek salary ranges.

ATTACHMENT B

SALARY SCHEDULE

COMPENSATION BASE FOR REGULAR FULL-TIME CLASSIFICATIONS

Newark Police Management Association Employees

Effective July 1, 2024

Grade Code	Minimum	Maximum
RANGE 01	$ 6,244.14	$ 7,492.97
RANGE 02	$ 6,559.69	$ 7,871.63
RANGE 03	$ 6,886.72	$ 8,264.07
RANGE 04	$ 7,227.15	$ 8,672.58
RANGE 05	$ 7,590.50	$ 9,108.61
RANGE 06	$ 7,973.00	$ 9,567.60
RANGE 07	$ 8,368.87	$ 10,042.64
RANGE 08	$ 8,787.71	$ 10,545.25
RANGE 09	$ 9,225.65	$ 11,070.78
RANGE 10	$ 9,688.47	$ 11,626.16
RANGE 11	$ 10,174.23	$ 12,209.07
RANGE 12	$ 10,682.94	$ 12,819.53
RANGE 13	$ 11,214.61	$ 13,457.53
RANGE 14	$ 11,774.95	$ 14,129.93
RANGE 15	$ 12,369.72	$ 14,843.67
RANGE 16	$ 12,983.61	$ 15,580.34
RANGE 17	$ 13,631.94	$ 16,358.33
RANGE 18	$ 14,316.59	$ 17,179.91
RANGE 19	$ 15,029.94	$ 18,035.93
RANGE 20	$ 15,781.54	$ 18,937.84
RANGE 21	$ 16,573.29	$ 19,887.94
RANGE 22	$ 17,405.20	$ 20,886.24
RANGE 23	$ 18,269.63	$ 21,923.54
RANGE 24	$ 19,185.69	$ 23,022.83
RANGE 25	$ 20,149.57	$ 24,179.48
RANGE 26	$ 21,153.60	$ 25,384.32
RANGE 27	$ 22,211.19	$ 26,653.41
RANGE 28	$ 23,316.57	$ 27,979.89
RANGE 29	$ 24,485.09	$ 29,382.10
RANGE 30	$ 25,709.06	$ 30,850.87

Monthly salaries listed for full-time non-sworn management employees are based on a 40-hour workweek. Monthly salaries listed for full-time sworn management positions are based on designated shift schedules. Regular part-time non-sworn management employee salaries are prorated based on the 40-hour workweek salary ranges.

ATTACHMENT C

GENERAL LEAVE PLAN

I. DEFINITION

General Leave is compensated leave for those eligible employees who are absent from duty because of illness, death in the family, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation.

Management Leave shall remain separate from General Leave.

II. APPLICABILITY

The General Leave Plan shall apply to regular full-time employees. Regular part-time employees shall be eligible for prorated general leave based on actual hours worked or budgeted to work. For example, an employee with one year of City service who works 35 hours per week will receive 161 hours of generalleave per year. An employee with one year of City service who works 24 hoursper week will receive 110.4 hours of general leave per year. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

For payroll implementation, hours/accruals in excess of those based on a 20 or 30 hour workweek will be reimbursed to employees on a quarterly basis until the process is automated.

III. GENERAL LEAVE CREDITS

A. Regular Full-Time Employees
Eligible regular full-time employees shall be entitled to the following annual accrual.

Years of Completed Service	RFT Leave Accrual
1 through 9	184 hours
10 through 14	224 hours
15 through 19	240 hours
20 or more	264 hours

B. General Leave shall be accrued in hours on a semi-monthly basis.

C. During an absence without pay which extends more than fourteen (14) calendar days during a calendar month, the employee shall not accrue General Leave credits.

D. General Leave During First Year: Beginning on the 90th day of employment, regular employees shall be eligible to earn General Leave credits. Upon the completion of said period of service, regular full-time employees shall be credited with forty-six (46) working hours of GeneralLeave and shall thereafter accrue General Leave at the rate of 7.66 working hours, semi-monthly for the remainder of the first year and as provided in Subsection A, Section III, above.

E. Maximum Accumulation: Regular Full-time employees may accumulate General Leave credits according to the following schedule:

Years of Completed Service	Maximum Accrual
1 through 9	368 hours
10 through 14	448 hours
15 through 19	480 hours
20 or more	528 hours

F. Regular Part-Time Employees

Beginning on the 90th day of employment, regular part-time employees shall be credited with prorated general leave in accordance with Section II above and as follows:

Years of Completed Service	20-25 hour Leave Accrual	30-35 hour Leave Accrual
1 through 9	92-115 hours	138-161 hours
10 through 14	112-140 hours	168-196 hours
15 through 19	120-150 hours	180-210 hours
20 or more	132-165 hours	198-231 hours

G. Maximum Accumulation: Regular Part-time employees may accumulate General Leave credits according to the following schedule:

Years of Completed Service	20-25 hour Maximum Accrual	30-35 hour Maximum Accrual
1 through 9	184-230 hours	276-322 hours
10 through 14	224-280 hours	336-392 hours
15 through 19	240-300 hours	360-420 hours
20 or more	264-330 hours	396-462 hours

When maximum accrual limits have been reached, excess General Leave credits earned shall be transferred to the Rollover Leave bank on a quarterly basis. Rollover Leave may be used in order to provide security against an employee's extended illness and may not be used for retirement service credit.

Exceptions to the maximum accrual limits may be approved by the City Manager under special circumstances. Requests to exceed maximum accrual limits must be submitted through the Chief of Police to the City Manager prior to reaching maximum accrual.

IV. GENERAL LEAVE IMPLEMENTATION

Unused leave credits shall be transitioned to General Leave as follows:

A. Vacation Leave Credits: All unused vacation leave credits shall be converted to General Leave credits on an hour-for-hour basis.

B. Sick Leave Credits: All unused sick leave credits shall be maintained in a sick leave bank to be used in accordance with the provisions of the General Leave Plan. Accrued time in the sick leave bank shall not be compensated for in any manner except as used for sick leave or retirement service credit.

C. At time of conversion to General Leave, if vacation credits exceed General Leave accrual limit, a plan shall be developed to reduce converted vacation leave credits to the General Leave accrual limits within six months. A longer period to reduce converted vacation leave credits may be approved by the City Manager under special circumstances.

V. GENERAL LEAVE USAGE

Request and Approval: The Police Chief is responsible for arranging leave schedules so that adequate personnel are available to carry on city work. The use of General Leave shall require approval of the Chief of Police or their designee and shall be governed by the current Personnel Rules dealing with leaves unless specifically covered by this Plan document.

Whenever possible, General Leave requests must be approved in advance of the days to be taken as General Leave. The procedure for requesting the use of General Leave shall be as follows:

A. General Leave (Non-medical): Any leave that can be reasonably forecast or anticipated such as vacation, care of children, personal business, etc. shall require prior approval of the Police Chief, or the employee's supervisor. The time and amount of General Leave to be taken for non- medical purposes shall be determined by the Police Chief with due regard for the wishes of the

employee and particular regard for the needs of theCity.

B. General Leave (Medical): An unscheduled absence from work due to an employee's illness shall be referred to as General Leave for medical reasons. The Police Chief may require an employee to furnish satisfactory evidence justifying the need to be absent from work for medical reasons. The provisions of A.R. 0513 on sick leave usage shall apply to employees using General Leave for medical reasons. The Police Cheif shall make the determination and final approval of unscheduled General Leave for medical reasons.

C. An employee may request General Leave for an unanticipated absence from work (e.g. medical, car trouble, care of children, etc.) by notifying their supervisor within one (1) hour after the time set for reporting to work on the first day of such leave and as often thereafter as directed by their supervisor. Final approval for an unanticipated, unscheduled absence shall require Police Chief approval. Failure to request an unscheduled leave in the manner described may result in lost work time charged as leave without pay or unauthorized leave of absence. Inappropriate use of unscheduled leave may be grounds for corrective action consistent with current practice.

D. Any employee who is absent from work on an unscheduled leave shall not engage in work or other activities which will inhibit their ability to return to work at the earliest possible time.

E. Medical examination by the City's examining physician may be requested by the Police Chief after prolonged, serious, or repetitious illness, injury, or major surgery. An employee's return to duty following illness or injury is subject to

the approval of the Police Chief or City Manager based upon medical information supplied by the employee's physician and/or the City's physician.

F. On-the-job Injury: An employee absent from work because of a temporary disability which is defined as industrial under the Workers' Compensation Act may charge General Leave credits (or unused sick leave, if approved by the City Manager) in an amount necessary to makeup the difference between the employee's regular pay and the amount payable to the employee as temporary disability payments from the Workers' Compensation Insurance Plan of the City.

G. Use of General Leave When Permanently Incapacitated: General Leave shall not be used to continue the salary of employment of any employee after it has been determined that such employee is permanently incapacitated from returning to employment and is eligible for disability retirement.

H. Sick Leave Bank: A sick leave bank shall be established for each employee eligible for General Leave. When an employee becomes eligible for General Leave, any unused sick leave credits will be maintained in this account. Employees may transfer General Leavecredits to their sick leave bank in accordance with Section VI of the General Leave Plan.

I. Use of Sick Leave Bank:

1. Upon approval of the City Manager, an employee whose absence is due to illness or injury which qualifies for Family Medical Leave Act (FMLA) or other legally-protected leave, may use unused sick leave balances forabsences due to further illness or injury prior to using further General Leave.

2. Upon approval of the City Manager, an employee whose absence is due to illness or injury for more than five (5) consecutive workdays for any one occurrence may use unused sick leave balances for absences due to further illness or injury for that particular medical condition prior to further using General Leave.

3. Upon approval of the City Manager, an employee who has exhausted all General Leave credits may be granted the use ofunused sick leave balances for a medical purpose. The City Manager may impose up to a five (5) workday waiting period based upon a review of the employee's General Leave usage.

VI. GENERAL LEAVE CONVERSION TO PAY OR SICK LEAVE

A. Buy-Back: A regular full-time employee may request to receive pay for up to a total of eighty (80) hours of General Leave per fiscal year (forty (40) to fifty (50) hours for 20-25 hour employees; sixty (60) to seventy (70) hours for 30-35 hour employees) in hourly increments at the current hourly salary rate. To be eligible for General Leave conversion to cash, an employee must have a minimum of 10 days (80 hours for full-time or prorated for RPT) of General Leave credits remaining after the conversion. Requests for General Leave buy-back may be made up to two times per fiscal year in October and/or April for payment on December 15 and/or June 15 or may be deferred into one of the City sponsored deferred compensation plans within IRS limitations.

For calendar year 2022 only, the total amount of general leave allowed for conversion will be increased one time to 120 hours for regular full-time employees.

For calendar year 2022, 2023 and 2024, for the positions of Police Lieutenant and Police Captain only, the total amount of general leave allowed for conversion will be increased to a total of 160 hours for each calendar year. Effective January 1, 2025 the amount of general leave allowed for conversion will revert to 80 hours per year.

Effective November 2022 – By December 1 of each calendar year, eligible employees who want to cash-out general leave in the following calendar year, shall make an irrevocable election to cash out in the next calendar year, subject to the conditions set forth below:

- For regular full-time employees: the employee may cash out up to 80 hours of general leave.
- Employees must have a minimum of 10 days (80 hours for full-time or prorated for part-time) remaining in general leave accruals at the time of cash out.
- Employees must submit their General Leave Buy-Back Request Form to Payroll by December 1. This is an irrevocable election by the employee.

For example, to buy back general leave that is accrued in calendar year 2023, a full-time employee must elect by December 1, 2022, the amount of hours they want to buy-back. The employee must have used a minimum of 50% of their accrued general leave between December 1, 2021 and November 30, 2022. Employees must further ensure they will have at least ten (10) days of general leave accruals remaining at the time of the buy-back which will occur in December 2023. The buy-back will be paid out in the last full pay period of December 2023, which is December 29, 2023.

The City makes no representation as to the tax consequences of an employee cashing out accrued leave or the general leave buy-back program. It is the

employee's sole responsibility to address the tax consequences of cashing out accrued leave or the general leave buy-back program.

VII. GENERAL LEAVE AT TERMINATION

A. An eligible employee whose employment with the City terminates shall be paid for any unused General Leave. Payment for unused General Leave shall be made at the hourly rate of pay in effect for such employee at thetime of separation.

B. When termination is caused by the death of an employee, pay for unused General Leave shall be paid to the beneficiary the employee has designated. Such designation shall be in writing, signed by the employeeand filed with the Human Resources Office. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

VIII. HOLIDAYS DURING GENERAL LEAVE

When a day designated and observed by the City as a holiday occurs on a day on which an employee is taking General Leave, such employee shall not be charged as using General Leave for that day. The employee's compensation for that day shall be holiday pay.

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF NEWARK

AND

NEWARK POLICE MANAGEMENT ASSOCIATION

JULY 1, ~~2019~~2022

THROUGH

JUNE 30,

~~2022~~2025

Adopted: June, 23, 2022 ~~July 11, 2019~~

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Resolution No.

TABLE OF CONTENTS

Section		Page
I.	Term	1
II.	Recognition	1
III.	Definitions	1
IV.	Compensation	1
V.	Working Hours	32
VI.	Labor Market	43
VII.	Acting/Special Assignment Pay	54
VIII.	Retirement	65
IX.	Health and Welfare	87
X.	Life Insurance	118
XI.	Uniform Maintenance and Provision of Uniforms	118
XII.	Educational Reimbursement	119
XIII.	Recreation Benefits	140
XIV.	Proration of Holiday, General, and Bereavement Leave Accruals for Regular Part-Time Employees (RPT)	140
XV.	Management Leave	141
XVI.	General Leave	151
XVII.	Sick Leave	151
XVIII.	Bereavement Leave	151
XIX.	Holidays	162
XX.	Grievance Procedure	174

XXI. Implementation of Section 414(h)(2) of the United States Internal Revenue Code 2016

XXII. Management Rights 2117

Attachments

A Newark Police Management Association Pay Plan
B Salary Schedule
C General Leave Plan

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF NEWARK AND NEWARK POLICE MANAGEMENT ASSOCIATION

I. TERM

This agreement shall be in effect from July 1, ~~2019~~ 2022 through July 1, ~~2022~~2025.

II. RECOGNITION

The City of Newark ("City") recognizes the Newark Police Management Association ("NPMA"), hereinafter referred to as the "Association," as the majority representative for regular full-time employees in the sworn classifications and full-time and regular part-time non-sworn classifications listed below, pursuant to Employer-Employee Relations Resolution No. 1833:

Police Captain
Police Lieutenant
~~Communications Supervisor~~
Community Engagement Manager
Police Support Services Manager

III. DEFINITIONS

For purposes of this Memorandum of Understanding ("MOU" or "Agreement"), unless the context otherwise requires, the following definitions in this Agreement shall apply:

A. "Employees" shall mean those regular full-time and regular part-time employees of the City of Newark occupying classifications represented by the Newark Police Management Association.

B. "Employer" shall mean the City of Newark.

C. "Non-sworn" refers to those personnel occupying the classifications of ~~Communications Supervisor~~Police Support Services Manager~~,~~ and Community Engagement Manager.

D. "Sworn" refers to personnel occupying classifications of Police Captain and Police Lieutenant.

IV. COMPENSATION

Employees shall be compensated pursuant to the Newark Police Management Association Pay Plan as set forth in Attachment A and Attachment B attached

hereto and incorporated herein by this reference. The NPMA classifications that are participating in the Newark Police Management Association Pay Plan are those listed below:

Classification	Range
~~Communications Supervisor~~Police Support Services ~~Manager~~	~~10~~
Community Engagement Manager	10
Police Captain	22
Police Lieutenant	19
Police Support Services Manager	15

Effective July 1, 2022, the minimum of each range will be amended to be 20% below the current range maximum. Employees currently below this minimum will be adjusted to be at the new range minimum. Said minimum adjustment shall be implemented independently of below noted general salary increases.

Effective July 1, ~~2019~~2022, the total compensation salary ranges for all NPMA employees shallbe increased ~~one and one half~~four percent (4.0~~1.5~~%) as set forth in Attachment B, attached hereto and incorporated herein by this reference. ~~All employees shall receive a one and one half percent (1.5%) salary increase.~~ All employees shall receive a four percent (4%) salary increase.

Effective July 1, ~~2020~~2023, the total compensation salary ranges for all NPMA employees shallbe increased ~~one and one half~~three percent (3.0~~1.5~~%) as set forth in Attachment B, attached hereto and incorporated herein by this reference. ~~All employees shall receive a one and one half percent (1.5%) salary increase.~~ All employees shall receive a three percent (3%) salary increase.

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Effective July 1, ~~2021~~2024, the total compensation salary ranges for all NPMA employees shallbe increased ~~one and one half~~ three ~~-~~ percent (~~1.5~~3.0%) as set forth in Attachment B, attached hereto and incorporated herein by this reference. ~~All employees shall receive a one and one half percent (1.5%) salary increase.~~ All employees shall receive a three percent (3%) salary increase.

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Salary Computation: Hourly equivalent of base monthly = base monthly salary x 0.0057692 (0.0057692 represents the monthly salary divided by the average number of hours worked in a month).

A. LONGEVITY PAY

Longevity Pay will be phased in over the term of this memorandum for the Police Lieutenant classification. The Police Lieutenant will receive 50% of their eligible ~~-~~longevity pay between July

1, 2022 and June 30, 2023; 75% of their eligible longevity pay between July 1, 2023 and June 320, 2024; and will be eligible to receive the full longevity pay starting July 1, 2024.

Effective July 1, 2022 the regular full-time employees in the classifications of Police Lieutenant and Police Captain are eligible for longevity pay as follows:

Police Captain:
Upon commencement of 10 years of service – 2.5% salary increase
Upon commencement of 15 years of service – 5.0% salary increase
Upon commencement of 20 years of service – 7.5% salary increase

Police Lieutenant:
July 1, 2022 – June 30, 2023
Upon commencement of 10 years of service – ~~0.0%~~ 1.25% salary increase
Upon commencement of 15 years of service – ~~0.0%~~ 2.5% salary increase
Upon commencement of 20 years of service – ~~0.0%~~ 3.75% salary increase

July 1, 2023 – June 30, 2024
Upon commencement of 10 years of service – ~~1.25%~~ 1.875% salary increase
Upon commencement of 15 years of service — ~~2.5%~~ 3.75% salary increase
Upon commencement of 20 years of service — ~~3.75%~~ 5.625% salary increase

July 1, 2024 – June 30, 2025
Upon commencement of 10 years of service — 2.5% salary increase
Upon commencement of 15 years of service — 5.0% salary increase
Upon commencement of 20 years of service — 7.5% salary increase

Longevity pay is computed on base compensation only. The maximum longevity pay premium is 7.5% of salary for eligible employees.

For service to meet the requirements of longevity pay, it must meet all of the following criteria:

- Full-time sworn service in the classifications of ~~p~~Police ~~O~~officer, Police Corporal, ~~p~~Police ~~S~~sergeant, ~~P~~police ~~L~~lieutenant, ~~P~~police ~~C~~commander, ~~P~~police ~~C~~captain, and/or similar sworn position; in a public sector agency, including probationary time; and
- Active service (in a paid status) or approved leave without pay that qualifies for FMLA, CFRA, PDL, workers' compensation or other protected leaves per state or federal law.

V. WORKING HOURS

A. Full-time employees work 40 hours per week and as necessary. The City

Manager may revise the standard work schedule upon reasonable notice.

B. Sworn employees work a Four-Ten (4/10) schedule that equates to 40-hours per week in a two week period. Typically, an employee assigned to this work schedule will work ten (10) hours per day for four (4) days in one week.

C. Non-sworn employees work a Nine-Eighty (9/80) schedule that equates to 40-hours per week in a two week period. Typically, an employee assigned to this work schedule will work nine (9) hours per day for four (4) days and one day of eight (8) hours in one week (for a total of 44 hours) and then nine (9) hours per day for four (4) days in the next week (for a total of 36 hours).

D. City offices will be closed for business during the December holiday season. Non-essential employees, as determined by the City Manager, will participate in a four-day furlough. Employees may use general leave, management leave~~, birthday~~, holiday or floating holidays during the furlough.

E. Eligible employees on leave of absence without pay due to the furlough shall be paid holiday pay for holidays occurring during the furlough. Employees on an approved leave of absence without pay that started before December 10 and extends through or beyond December 31 will not be affected by the furlough and will not be eligible for holiday pay.

F. Employees who elect a leave of absence without pay for the furlough may request up to a four-day salary advance. This salary advance must be requested by June 1 preceding the furlough. Repayment of a salary advance for the furlough may be spread over a period of time provided that:

1. There is two weeks advance notice to payroll,

2. The salary advance ~~for a given fiscal year~~ is fully repaid ~~by~~ no later than the last full pay period of the calendar year, so all payments occur within the same calendar and ~~May 31 ofthat~~ fiscal year of the furlough,

3. Payments begin no ~~later~~ earlier than ~~January~~ July 1 of the ~~fiscal~~ impacted calendar year, and

4. The repayment plan is approved by the Finance Director, or designee prior to the furlough.

G. ~~Communications Supervisors~~The Police Support Services Manager~~,~~ ~~-~~and

Community Engagement Manager~~s~~ will normally be assigned to a Four-Ten (4/10) schedule. The Police Chief may authorize a different work schedule if such change is needed to achieve management objectives. Alternatives to the work schedules outlined above will be subject to the approval of the City Manager.

VI. LABOR MARKET

The following agencies comprise the designated labor market for the purpose of salary and benefit survey comparisons: Foster City, Fremont, Hayward, Livermore, Menlo Park, Milpitas, Pleasanton, Redwood City, San Leandro, and Union City. The City will review the designated labor market during the first year of the term of this agreement, and agree to meet and confer on any proposed changes.

During the first year of the term of the contract, the City will conduct a Classification and Compensation Study. The Classification portion will include updating all job classifications to reflect current duties. The Compensation portion will include conducting a Total Compensation Survey for all Association classifications. The Study will be subject to meet and confer with the Association prior to implementation.

The survey is for purposes of study and negotiations and shall not trigger any automatic adjustments.

"Total compensation" for survey purposes shall include:

- Top step/range base salary.
- That portion of the employe~~r~~e's PERS contribution that is paid by the employe~~e~~r (employee contributions to the employer's PERS costs shall bereflected as a negative number).
- The amount of the highest premium the employer will pay for family coverage of medical, dental, and vision premiums.
- Any premiums paid by the employer for life insurance.
- Any premiums paid by the employer for long term and/or short term disability.

For discussion purposes, the parties will prepare an alternative "Total compensation" survey that includes the items above and adds the following:

- The maximum amount paid by the employer for educational achievements or POST certificates.
- The maximum amount paid by the employer for length of service.
- The maximum number of holiday hours or holiday pay provided by the employer.
- The maximum amount paid by the employer toward a deferred compensation program.

VII. ACTING/SPECIAL ASSIGNMENT PAY

A. Employees are eligible for premium pay of 5% over base salary while acting in a higher classification when assigned and prescribed by the City Manager.

B. The City agrees to pay regular full-time employees bilingual assignment pay of $100.00 per month. Regular part-time employees scheduled to work 30-35 hours per week will receive bilingual assignment pay of $75.00 per month and regular part-time employees scheduled to work 20-25 hours per week will receive bilingual assignment pay of $50.00 per month. Eligibility for bilingual assignment pay shall be based on the provisions outlined in Administrative Regulation 0522 which establishes a policy and procedures for receiving bilingual assignment pay:

1. Employees will be required to pass an initial fluency test administered by the City or an independent testing service. Employees will be required to undergo periodic testing of skill level to remain eligible for bilingual pay.

2. Eligible languages will be determined by the City.

3. Employees must be in a classification that brings them into regular contact with the general public.

4. The City retains the right to make the final determination regarding eligibility for bilingual assignment pay.

VIII. RETIREMENT

A. All employees who were appointed prior to January 1, 2013 and all "Classic Members" (as defined by CalPERS) are referred herein either as "Classic Members" or as "Classic".

B. The City shall continue to provide to all sworn Classic employees a retirement formula known as "3% at 50" together with single year highest compensation, military service credit for prior service, and the indexed level 1959 survivor benefit options of the CalPERS pension plan. Sworn Classic Members continue to pay the 9% employee rate for the 3% at 50 retirement formula plus continue to pay up to 4% of an additional contribution in accordance with the following formula for a current total pre-tax contribution of 13%.

Sworn Classic members will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this agreement if the CalPERS Safety Plan employer actuarial rate for the 3% at 50 retirement formula exceeds 17.00% to a maximum of 25.00%. In the

event that the employer rate exceeds 25.00%, the City shall be responsible for any increase above 25.00%. In subsequent years, if the rate over 17.00% decreases, the sworn Classic members matching percentage of salary in the form of the employee contribution rate will be reduced by the above formula. Employer rate reductions below 17.00% will not be shared with sworn Classic members under the above formula.

The following example is for illustrative purposes only:

If the CalPERS Safety Plan employer actuarial rate for the 3% at 50 retirement formula increased from 17.00% to 20.00% effective July 1, 2006, the sworn Classic members' rate would increase from 9.00% to 10.50%. The City would then be responsible for the matching 1.50%. If the rate decreased from 20.00% to 18.00%, the sworn Classic members' rate would decrease by 1.00%. The members' rate increase or decrease would be done through a contract amendment with CalPERS and the City.

C. The City shall continue to provide to all non-sworn Classic management employees a retirement formula known as "2.5% at 55" together with single year highest compensation, pre-retirement optional settlement level 2 death benefit, military service credit for prior service, and the indexed level 1959 Survivor Benefit options of the CalPERS pension plan. Non-Sworn Classic Members continue to pay the 8% employee rate for the 2.5% at 55 retirement formula plus continue to pay up to 3.468% of an additional contribution in accordance with the following formula for a total tax deferred contribution of 11.468%.

Non-sworn Classic members will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this agreement if the CalPERS Miscellaneous Plan employer actuarial rate for the 2.5% at 55 retirement formula exceeds 10.00% to a maximum of 16.936%. In the event that the employer rate exceeds 16.936%, the City shall be responsible for any increase above 16.936%. In subsequent years of the term of the agreement, if the rate over 10.00% decreases, non-sworn Classic members' matching percentage of salary will be reduced by the above formula. Employer rate reductions below 10.00% will not be shared under the above formula.

The following is for illustrative purposes only:

If the CalPERS Miscellaneous Plan employer actuarial rate increases to 10.00%, each Classic non-sworn member would contribute zero (-0-) from ~~his/her~~their salary to pay for the retirement benefit. If the rate increases ~~from~~ by 3.0%~~10.00% to 13.00%~~, each non-sworn Classic member would contribute half of the 3.00% increase (1.50%) from ~~his/her~~their salary to pay for the retirement benefit. The City would then be responsible for the matching 1.50%. If the rate decreased ~~from 13.00% to 11.00%~~by 3.0%, the non-sworn Classic

member would no longer contribute the additional ~~0~~1.50% of ~~the increase above 10.00% from his/her~~ their salary towards the employer rate to pay for the retirement benefit. ~~topay for the retirement benefit. The City would then be responsible for the matching 0.50%.~~

D. The City shall provide to sworn employees who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) a retirement formula known as 2.7% at 57 in accordance with the Public Employees' Pension Reform Act of 2013.

Sworn employees who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) will contribute half the normal cost of the 2.7% at 57 plan as required by the Public Employees' Pension Reform Act of 2013.

In addition to paying the employee rate (currently 12%), sworn PEPRA Members will pay an additional contribution of 4.0% for a total of 16%. If CalPERS approves a contract amendment for the City of Newark that charges Sworn New PEPRA Members an additional 1.5% contribution rather than an additional 4% contribution for a current total of 13.5% rather than a current total of 16% (and CalPERS approves the provisions described herein for Sworn Classic Members, Non-Sworn Classic and Non-Sworn PEPRA Members), the City agrees to amend its contract for Sworn PEPRA Members accordingly.

The following is for illustrative purposes only:

If the employee rate for sworn PEPRA Members is 12%, in this example sworn PEPRA Members would pay the 12% employee rate plus an additional 4% for a total of 16%.

E. The City shall provide to all non-sworn employees who were appointed on or after January 1, 2013 who are non-sworn PEPRA Members (as defined by CalPERS) a retirement formula known as 2% at 62 in accordance with the Public Employees' Pension Reform Act of 2013.

Non-sworn employees who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) will contribute half the normal cost of the 2% at 62 plan as required by the Public Employees' Pension Reform Act of 2013.

In addition to paying the employee rate ~~(currently 6.25%)~~, non-sworn PEPRA Members will pay the same percentage of an additional contribution as non-sworn Classic Members pay ~~(currently 3.468%) for a current total of 9.718%~~.

F. The City shall provide the one-year highest compensation option to Classic sworn and non-sworn members. The City shall provide the three-year

average compensation requirement to PEPRA members as defined above.

IX. HEALTH AND WELFARE

A. The contribution by the City toward monthly premiums for health and welfare programs of employees represented by the Association shall be the Minimum Employer Contribution as determined by CalPERS for employers under the Public Employees' Medical and Hospital Care Act (PEMHCA). In the event that an employee elects to waive participation in the Program, that amount will be paid to the employee as part of the Cash-in-Lieu benefit as provided below in Section 4. The employee shall execute a waiver in the event the employee elects not to participate in the PERS Health Benefit Program or cancel participation after enrollment.

B. The City agrees to maintain a cafeteria plan under Section 125 of the Internal Revenue Code (IRC). The cafeteria plan allows employees to voluntarily reduce salary in an amount equal to the actual premiums for the PERS Health Plan, City-administered dental insurance and/or vision insurance as a before-tax conversion of salary. In the event of changes in law affecting the Flexible Benefit Plan, the City agrees to meet and confer with the Association regarding the impact of such changes.

~~Effective for the 2020 plan year, the City shall contribute to eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.~~

~~Employee Only: $844~~
~~Employee + 1 Dependent: $1,687~~
~~Employee + 2 or more Dependents: $2,228~~

~~Effective for the 2021 plan year, the City shall contribute to eligible NPMA employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.~~

~~Employee Only: $861~~
~~Employee + 1 Dependent: $1,721~~
~~Employee + 2 or more Dependents: $2,273~~

Effective for the 2022 plan year, the City shall contribute to eligible NPMA employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.

For Regular, Full-Time Employees and Regular Part-Time Employees working 30-35 hours:

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Employee Only: $878

Employee + 1 Dependent: $1,755
Employee + 2 or more Dependents: $2,318

For Regular Part-Time Employees working 20-25 hours:
Employee Only: $439-$549
Employee + 1 Dependent: $878-$1,097
Employee + 2 or more Dependents: $1,159-$1,449

Effective for the 2023 plan year, the City shall contribute to each eligible NPMA employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time Employees and Regular Part-Time Employees working 30-35 hours:

Employee Only: $896
Employee + 1 Dependent: $1,790
Employee + 2 or more Dependents: $2,364

For Regular Part-Time Employees working 20-25 hours:
Employee Only: $448-$560
Employee + 1 Dependent: $895-$1,119
Employee + 2 or more Dependents: $1,182-$1,478

Effective for the 2024 plan year, the City shall contribute to each eligible NPMA employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time Employees and Regular Part-Time Employees working 30-35 hours:
Employee Only: $913
Employee + 1 Dependent: $1,826
Employee + 2 or more Dependents: $2,412

For Regular Part-Time Employees working 20-25 hours:
Employee Only: $457-$571
Employee + 1 Dependent: $913-$1,141
Employee + 2 or more Dependents: $1,206-$1,507

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Effective for the 2025 plan year, the City shall contribute to each eligible NPMA employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time Employees and Regular Part-Time Employees working 30-35 hours:

Employee Only: $932
Employee + 1 Dependent: $1,862
Employee + 2 or more Dependents: $2,460

For Regular Part-Time Employees working 20-25 hours:
Employee Only: $466-$582
Employee + 1 Dependent: $931-$1,164
Employee + 2 or more Dependents: $1,230-$1,537

C. Cash Back / Cash In Lieu of Benefits:

1. Cash-In-Lieu: Employees electing not to participate in the City's cafeteria plan and waiving all medical, dental, and vision benefits, will receive $450 "cash-in-lieu" of benefits, which includes the PEMCHA minimum per section A.1 above.

~~C.~~2. Cafeteria Plan Cash-Back: Employees who participate in the cafeteria plan but who do not utilize the full benefit allowance, may receive ~~"cashout"~~ up to $450per month of any money not used for the purchase of employer offered benefits. Any "~~cashout"~~cash-in-lieu and cafeteria plan "cash back" will be paid to the employee in taxable compensation.

For Regular Part-Time Employees working 30-35 hours the cash-in-lieu and cash back amount will be $338-$394.
For Regular Part-Time Employees working 20-25 hours the cash-in-lieu and cash back amount will be $225-$281.

D. City and Association agree that in the event of any additional federal or state mandates requiring employer contributions for health care coverage, the City and Association shall reopen the memorandum of understanding to meet and confer on the issue of health care premiums and its impact on total compensation.

E. All regular full-time employees in the Association ~~are eligible for~~shall receive an allowance of $100 per month intended to be used towards the cost of

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health care premiums, long-term disability premiums, and/or reimbursement for medical, dental, vision, and prescription expenses. All regular part-time employees in the Association ~~are eligible for~~shall receive an allowance of up to $75 for 30-35 hour employees and up to $50 for 20-25 hour employees. This allowance will be reported as taxable income and provided to employees based on the following criteria:

~~1. Reimbursement for health care premiums will be paid on a monthly basis up to a maximum of $100 per month for full-time employees, up to a maximum of $75 for regular part-time 30-35 hour employees and up to a maximum of $50 for regular part-time 20-25 hour employees.~~

~~2. Reimbursement for health care expenses may be requested on a quarterly basis by submitting receipt or other evidence of payment for expenses not covered by health care insurance to the Human Resources Department during the last week of each quarter. The minimum reimbursement allowance will be $33.00 and the maximum quarter reimbursement allowance is $300.00 for full-time employees, $225 for regularpart-time 30-35 hour employees and $150 for regular part-time 20-25 hour employees.~~

~~3.~~ An employee must be in a paid status (on the payroll) in order to receive ~~reimbursement~~ the allowance~~for health care premiums, long-term disability premiums, or health care expenses~~. During any unprotected leave of absence without pay, an employee is not eligible toreceive the health care benefit allowance. ~~However, upon return from the leave of absence without pay, an eligible employee may receive reimbursement for health care premiums or health care expenses that would have been paid if the employee had~~

~~continued working provided the employee returns to work within six months of theeffective date of the leave of absence without pay.~~

Employees appointed to a classification covered by this Compensation Plan will be eligible for the health and welfare benefit on the first of the month coincident to orimmediately following appointment.

When an employee is terminated or in an unpaid leave status, the health and welfarebenefit shall be paid on a monthly pro-rata basis~~ if the employee qualified for the Health Benefit~~. To qualify for pro-rata pay, the employee must serve 50 percent of the working days in the month~~ to qualify for the $100 benefit~~.

X. LIFE INSURANCE

The City will provide City-paid life insurance coverage of $20,000 to each employee. Effective July 1, 2022, this amount will increase to $50,000 for regular full-time and regular part-time employees. Additional life insurance can be purchased at the employee's option onan after-tax payroll deduction basis.

XI. UNIFORM MAINTENANCE AND PROVISION OF UNIFORMS

Sworn employees designated as public safety shall receive a uniform maintenance allowance of $100.00 per month.

The Police Support Services Manager and Community Engagement Manager~~,~~ shall receive a uniform maintenance allowance of $45.00 per month for the purchase and maintenance of City approved uniforms.

The City and Association agree to meet and confer in calendar year 2023 towards the possibility of implementing a City-provided and maintained uniform program in replacement of the uniform allowance.

EDUCATIONAL REIMBURSEMENT

A. Job-related Training

1. The City Manager may authorize reimbursement up to 100% of the cost for professional courses and programs that are directly related to the employee's job or which will prepare the employee for advancement or acceptance of greater responsibility. A certificate of completion or a passing course grade must be attained for reimbursement.

B. Plan and Agreement for a College Degree Program

1. In addition to job-related training, the City Manager may authorize reimbursement for up to $10,000.00 of the cost for tuition fees and required text books for a college degree program directly related to the employee's job which will prepare the employee for advancement or acceptance of greater responsibility provided that the employee attains a course grade of "C" or a passing grade as defined by the degree program if that requirement is higher than a "C" grade.

2. If an employee receives more than $5,000.00 dollars during ~~his/her~~their term of employment with the City of Newark in a college degree program, the employee is required to sign an Educational Reimbursement Plan Agreement in order to qualify for and to participate in the Educational Reimbursement College Degree Program. The employee is then subject to the Educational Reimbursement Plan

and Agreement for a College Degree Program as follows:

a. Employee will maintain employment with the City of Newark for a period of five years after completion of the last class taken under the Education Reimbursement Plan; and

b. In the event that employee leaves the City of Newark and does not complete the five year employment period, employee warrants that he/she will reimburse to the City all money paid (up to $10,000) under the Educational Reimbursement Plan as follows:

   i. 100% of money paid if the employee voluntarily leaves city employment in the first year after completion of the last class taken under the Educational Reimbursement Plan.

   ii. 80% of money paid if the employee voluntarily leaves city employment in the second year after completion of the last class taken under the Educational Reimbursement Plan.

   iii. 60% of money paid if the employee voluntarily leaves city employment in the third year after completion of the last class taken under the Educational Reimbursement Plan.

   iv. 40% of money paid if the employee voluntarily leaves city employment in the fourth year after completion of the last class taken under the Educational Reimbursement Plan.

   v. 20% of money paid if the employee voluntarily leaves city employment in the fifth year after completion of the last class taken under the Educational Reimbursement Plan.

   vi. After five years following completion of the last class taken under the Educational Reimbursement Plan, employee owes no further monetary obligation to the City of Newark for participation in the Educational Reimbursement Plan.

3. To qualify for the Educational Reimbursement College Degree Program, degree program courses must be received from an accredited institution as identified on the U.S. Department of Education's List of Nationally Recognized Accrediting Agencies or the Council for Higher Education Accreditation's (CHEA) List of Participating and Recognized Organizations.

C. EDUCATION INCENTIVE PAY

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Education Incentive Pay will be phased in over the term of this memorandum for the Police Lieutenant classification. The Police Lieutenant will receive 50% of their eligible education incentive pay between July 1, 2022 and June 30, 2023; 75% of their eligible education incentive pay between July 1, 2023 and June 20, 2024; and will be eligible to receive the full education incentive pay starting July 1, 2024. During the phase-in period, the classification of Police Lieutenant may elect to continue receiving the Education Incentive Pay being carried over from their promotion from Police Sergeant as noted below.

An employee promoted from Police Sergeant who at the time of promotion is receiving Education Incentive Pay shall continue to receive that payment for a period of up to four years (4) from the date of the promotion. If the employee has not qualified for the Education Incentive Pay under the terms of this section within four years (4) of the date of promotion, the employee's Education Incentive Pay shall be terminated.

Full-time permanent employees in the classifications of Police Lieutenant and Police Captain are eligible for the following education incentive pay:

Eligible employees meeting the below listed educational requirements will receive an additional 5% above base salary:

- Bachelor's Degree, in conjunction with the successful completion of one of the following additional educational programs:
  - California Commission on Peace Officer Standards and Training (CA POST) Supervisory Certificate

Eligible employees meeting the below listed educational requirements will receive an additional 7% above base salary:

- Bachelor's Degree, in conjunction with the successful completion of one of the following additional educational programs:
  - CA POST Management Program
  - FBI National Academy
  - CA POST Command College
  - Naval Post Graduate Academy
  - Master's Degree, Juris Doctorate or PhD

The Police Chief, with City Manager approval, may add equivalent programs to these lists as appropriate.

Eligible employees may only receive compensation for one Education Incentive Program category. The maximum education

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incentive pay premium is 7% above base salary for eligible employees.

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XII. RECREATION BENEFITS

Employees and their spouses or registered domestic partners and up to 2 children or grandchildren living in the same household, 26 years of age and under, may use the gym, exercise equipment and aquatic facilities (excluding classes and facility rentals) at the Silliman Community Activity and Family Aquatic Center free of charge.

Employees, their spouses or registered domestic partners, and their children and grandchildren 26 years of age and under, will receive resident rates for class registration and facility rentals.

XIII. PRORATION OF HOLIDAY, GENERAL, AND BEREAVEMENT LEAVE ACCRUALS FOR REGULAR PART-TIME EMPLOYEES (RPT)

Regular part-time employees will receive prorated holiday, general, and bereavement leave accruals based on eligibility to receive leave and the actual hours worked or budgeted to work. For example, an RPT employee who works 35 hours per week will receive 7 hours of pay per holiday. An RPT employee who works 24 hours per week will receive 4.8 hours of pay per holiday. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

XIV. MANAGEMENT LEAVE

The City Manager, upon the recommendation of the Chief of Police, will establish an annual allocation of up to forty (40) hours of management leave per fiscal year for each eligible employee in recognition of the extra hours of work required of this employee for which compensation in the form of overtime pay is not provided. The City Manager may authorize up to an additional sixteen (16) hours of management leave. Management leave may be used for leave purposes only and cannot be converted to pay or carried over from one fiscal year to another. Management leave must be taken prior to separation.

Regular part-time employees may be granted management leave proportionally to their assigned work hours as recommended by the Chief of Police with approval by the City Manager.

XV. GENERAL LEAVE

The General Leave Plan shall provide compensated leave for those eligible employees who are absent from duty because of illness, death in the family, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation. The General Leave Plan is attached to this Agreement as Attachment C.

XVI. SICK LEAVE

Each eligible employee shall have a sick leave bank in which that employee may accrue and use sick leave credits pursuant to the General Leave Plan. Sick leave credits may be used toward early retirement under the Public Employees' Retirement System plan.

A. **COVID-Related Temporary Benefits:**

Members of NPMA that did not use EPAL or only partially used EPAL between March 17, 2020 and April 30, 2020 are eligible for up to 120 hours of Additional Administrative Leave ("AAL"). Full time employees that are members of NPMA are eligible for up to 120 hours of AAL based on 3 weeks of regularly scheduled full time hours (40 hours per week) with part time employees eligible for a prorated amount of AAL based on 3 weeks of regularly scheduled part-time hours. AAL will be reduced proportionately by the amount of EPAL that a member of NPMA used. For example, if a full time employee member of NPMA partially worked between March 17, 2020 and April 30, 2020, but still utilized 60 hours of EPAL, that member would have 60 hours of AAL, while if a part time employee member of NPMA that is regularly scheduled for 30 hours per week (and is thus eligible for up to 90 hours of AAL) utilized 60 hours of EPAL, that member would have 30 hours of AAL. AAL has no cash value and must be used by December 31, 2022. Any AAL remaining on January 1, 2023 will be removed and no longer available for use.

XVII. BEREAVEMENT LEAVE

Regular full-time employees may be granted up to a maximum of 40 hours of bereavement leave where there has been a death of a husband, wife, registered domestic partner, ~~son, daughter, stepson, stepdaughter,~~ sister, brother, mother, stepmother, father, stepfather, grandparent, grandchild, grandparent-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law of an employee.
Up to 80 hours of bereavement leave may be granted for the death of a son, daughter, stepson, or stepdaughter.

Regular part-time employees shall be eligible for prorated bereavement leave as described in Section XV and listed below:

Work Schedule	Prorated Bereavement Leave
30-35 work hours	up to a maximum of 30-35 hours
20-25 work hours	up to a maximum of 20-25 hours

XVIII. HOLIDAYS

A. The following days shall be recognized as municipal holidays:

- January 1, New Year's Day
- Third Monday in January, Martin Luther King, Jr. Day
- Third Monday in February, Presidents Day
- Last Monday in May, Memorial Day
- July 4, Independence Day
- First Monday in September, Labor Day
- November 11, Veterans Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- December 24, Christmas Eve Day ~~Last work day before Christmas~~
- December 25, Christmas Day
- ~~Employee's Birthday, to be taken within the fiscal year of the employee's birthday, subject to approval by the Chief of Police~~
- Two Floating Holidays, to be scheduled subject to approval by theChief of Police

Regular full-time non-sworn employees will receive eight (8) hours of pay for each holiday that falls on a scheduled workday. Regular part-time non-sworn employees will receive prorated holiday pay pursuant to Section XIV Proration Of Holiday, General, And Bereavement Leave Accruals For Regular Part-Time Employees (RPT).

When any day recognized as a holiday by the City falls on a Sunday, the following Monday shall be considered the holiday. When any day recognized as a holiday by the City falls on a Saturday, the preceding Friday shall be considered the holiday.

~~The employee birthday holiday and the~~ Ffloating holidays must be scheduledand used during the fiscal year. ~~An employee must be employed in a classification covered by this MOU on his/hertheir birth date to be eligible for the birthday holiday during that fiscal year.~~

If an employee's hire date falls between July 1 and December 31, the employee will be eligible for the floating holiday during the current fiscal year. If an employee's hire date falls between January 1 and June 30, the employee will be eligible for the floating holiday beginning July 1, of the

next fiscal year.

Holidays shall not be carried over from one fiscal year to another. Upon separation, an unused holiday cannot be converted to cash.

With the continuation of the 9/80 bi-weekly work schedule, Closed Holiday Credits and debits will be calculated for each employee by Payroll and will be funded in the employee's Floating Holiday Bank on July 1 of the current fiscal year. Closed Holiday Credits are subject to all the benefits and restrictions of a Floating Holiday. They have no cash value and cannot be carried over from one fiscal year to the next fiscal year. If the employee separates from service before the end of the fiscal year, no further adjustments in the Closed Holiday Credits will be made.

If the employee does not have any accrued leave available to be charged for the additional hour(s) for the holiday, the employee shall be charged with leave without pay.

B. Public Safety Management

Regular full-time sworn employees in the classification of Police Captain and Police Lieutenant shall receive as compensation in-lieu of holidays an amount equal to ~~5.0~~7.0% of regular pay, to be paid each pay period. (See Section XIX. A. for complete list of holidays.)

C. Regular Part-Time Employees

Upon completion of 1,040 work hours or one year of continuous active service, whichever occurs first, regular part-time employees shall be eligible for prorated holidays in accordance with Section XV and as listed below:

Work Schedule	Holiday Pay
30-35 work hours	6-7 hours per holiday
20-25 work hours	4-5 hours per holiday

XIX. GRIEVANCE PROCEDURE

Any dispute between the City and an employee regarding the interpretation or application of this Memorandum of Understanding shall be considered a grievance. A grievance may be filed by an employee on ~~his/her~~their own behalf orby the President of the Association and/or ~~his/her~~their designated representative effecting the rights of an employee pursuant to this agreement who is represented by the Association. For purposes of this section, all notices required herein shall be effected when personally served supported by a declaration under penalty of perjury of the fact of personal service stating the

time, place and person served. Notice may also be served by addressing said notice to the City supervisor involved at the City Administration Building or the employee at his home address as shown in the Human Resources Office, postage prepaid, mailed by certified mail return receipt requested. Notice sent by certified mail shall be considered served upon deposit in the U.S. Mail postage prepaid.

A written grievance shall contain a complete statement of the grievance, the alleged facts upon which the grievance is based, the reasons for the grievance, the remedy requested, and the sections of this agreement alleged to have been violated. The grievance shall be signed and dated by the employee and/or the President of the Association on behalf of an employee represented by the Association.

Hearings on grievances and actual filing of grievances may be processed during normally scheduled working hours. All other activities related to the employee's or Association's preparation and processing of the appeal grievance shall be done outside of scheduled working hours. No employee or Association representative shall be entitled to any additional compensation or premium pay for any time spent in preparing or processing grievances. No grievances shall be processed during periods of overtime.

The employee or the Association shall pay for the time and expenses of ~~his/her~~their (its) representatives and witnesses through all stages of the grievanceprocedure. Witnesses who are City employees and who are on duty at the time of a scheduled appearance shall be released from duty without loss of compensation for the time required to testify. One spokesperson from the Association shall be permitted to be present without loss of compensation during hearings on grievances.

Time limits set forth herein for processing of the grievance procedure are of the essence of this procedure and are to be strictly complied with. Time limits may be extended only by written mutual agreement of the employee and/or Association and the supervisor conducting a hearing.

Any grievance not filed or appealed by the employee within the time limits specified shall be considered settled on the basis of the last disposition given. In the event the grievance is not answered by the City within the time limits set forth herein, the employee may and/or the Association on behalf of the employee may take the grievance to the next higher step in the grievance procedure within the time limits provided.

No resolution of any grievance shall be contrary to the provisions of this Memorandum of Understanding.

An Association employee shall not be penalized if he/she erroneously files a grievance rather than an appeal or vice versa under City of Newark Ordinance

No. 77.10, Section 8, RIGHT OF APPEAL. At such time as the employee is notified in writing that the wrong procedure has been utilized, the employee shall refile the action as a grievance or appeal within 5 calendar days of the date of notification of erroneous filing.

Grievances shall be processed in the following manner:

A. Within ten (10) calendar days of the occurrence of the matter on which a grievance is based, the employee and/or Association representative shall discuss the grievance in a meeting with the immediate supervisor of the employee involved.

B. If after such discussion the employee and/or the Association does not believe the problem has been satisfactorily resolved, he/she/it shall have the right, within ten (10) calendar days of the occurrence of the matter to file a formal written grievance of the personnel action with the employee's immediate supervisor.

C. Within ten (10) calendar days of receipt of the notice of formal written grievance, the immediate supervisor shall provide ~~his/her~~their decision inwriting to the employee and/or Association representative.

D. Within ten (10) calendar days of the receipt of the decision from the employee's immediate supervisor, the employee and/or the Association may appeal the grievance by presenting a formal written appeal on the grievance to the Chief of Police.

E. Within ten (10) calendar days of receipt of the formal appeal on the grievance, the Chief of Police shall provide a written decision to the employee and/or Association.

F. Within ten (10) calendar days of receipt of the decision of the Chief of Police, the employee and/or the Association may present a formal appeal of the grievance to the City Manager. The City Manager or ~~his/her~~their designated representative within ten (10) calendar days of

receipt of the appeal shall make a thorough review of the grievance, meet with the Police Chief and the parties involved to attempt to resolve the grievance and, if necessary, thereafter provide a written decision to the employee and/or employee association within ten (10) calendar days of the meeting date.

G. Within ten (10) calendar days of receipt of the decision of the City Manager, the employee and/or employee association may demand in writing to the City Manager that a formal appeal of the grievance be submitted to an independent fact-finder from a list of three qualified fact- finders submitted to the City by the American Arbitration

Association.

1. The City Manager and the employee and/or Association representative shall alternately strike names from the list so furnished and the last name remaining shall be designated as the fact-finder.

2. The City and the employee and/or Association shall share equally the fees and expenses of the fact-finder as well as the cost of making a record of the fact-finder. Each party shall bear ~~his/her~~their attorney's fees.

3. The rules of conduct of proceedings shall be according to those procedures for expedited fact-finding utilized by the American Arbitration Association.

4. The City and the employee both hold the right to be represented by an attorney or a representative of the employee's union or association.

5. If either of the parties does not accept the decision of the fact-finder, the party may appeal to a court of competent jurisdiction to hear the matter based on the transcript of evidence submitted to the fact-finder and conclusions of the fact-finder.

XX. IMPLEMENTATION OF SECTION 414(h)(2) OF THE UNITED STATES INTERNAL REVENUE CODE

A. Pick-up of Employee Contributions

1. Pursuant to the provisions of this Agreement, the City shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the City in lieu of employee contributions.

2. Employee contributions made under paragraph 1 shall be paid from the same source of funds as used in paying the wages to affected employees.

3. Employee contributions made by the City under paragraph 1 shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.

4. The employee does not have the option to receive the City's

contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system.

B. Wage Adjustment

Notwithstanding any provision in the current agreement to the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the City pursuant to the provisions hereof.

C. Limitations to Operability

Section XXI. shall be operative only as long as the City of Newark pick-up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

XXI. MANAGEMENT RIGHTS

The exercise by the City through its City Council and management representatives of its rights hereunder shall not in any way be directly or indirectly subject to the grievance procedure herein, except for specific provisions addressed in other clauses of this Memorandum of Understanding.

The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects, provided that this clause shall not supersede any other provisions of this Memorandum of Understanding.

The City Manager and Department Heads have and will continue to retain exclusive decision-making authority on matters not expressed in provisions of this Memorandum; and such decision-making shall not be in any way, directly or indirectly, subject to the grievance procedure contained herein.

The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect administrative regulations and employment rules and regulations consistent with law and the specific provisions of this Memorandum of Understanding, to direct its employees to take disciplinary action for just cause, to relieve its employees from duty because of lack of work or for other legitimate reasons, to determine whether goods or services shall be made, purchased or contracted for, to determine the method, means and personnel by which

the City services are to be provided, including theright to schedule and assign work and overtime and to otherwise act in the interest of efficient service to the community.

ATTACHMENT A

PAY PLAN

This Newark Police Management Association Pay Plan applies to all employees.

I. POLICY

The City's policy for employee salaries is to establish and maintain a general salary structure based on marketplace norms and internal job alignment, which provides flexibility to reward personnel based on performance. Structures and ranges will be reviewed annually and updated as necessary based on the market conditions, internal relationships, and City's financial condition.

Individual salary adjustments will be considered by the City Manager based on (1) performance factors and overall contribution to management of the City; (2) pay structure adjustments; and (3) City's financial condition.

II. ADMINISTRATION

The City Manager shall be accountable to the City Council for the overall administration of the Newark Police Management Association Pay Plan and will report on such administration annually or more often, as requested. The Police Chief is responsible for recommending to the City Manager salary adjustments for employees who are covered by the Plan.

The City Council shall consider the necessary adjustment of employee salary ranges annually. In determining plan adjustments, the City Council shall consider such matters as changes in the cost of living, other salary changes such as those arrived at through negotiations with recognized employee groups, compression between this employee group and subordinate class ranges and the competitive position of the City in recruitment and retention of personnel.

The overall salary structure, supporting administrative policies, and assignment of classifications to salary ranges will be reviewed annually by the City Manager with appropriate reporting to the City Council relative to the status of the program.

III. BASIC PLAN ELEMENTS

A. Structure. The Newark Police Management Association Pay Plan consists of four (4) salary ranges. There shall be no specific or predetermined "steps" within the range thus allowing the flexibility of adjustment to

recognize varying levels of performance. All classifications will be assigned an appropriate pay grade based on salary survey data and internal relationships.

Effective July 1, 2022, the minimum of each range will be adjusted to be 20% below the top of the range.

B. Performance Appraisal. All employees shall have their performance reviewed at least once each fiscal year, generally coinciding with the employee's anniversary date. All individual salary adjustments shall be based on performance. The performance review program provides a planned and orderly means of evaluating individual performance in relation to areas of accountability and program responsibilities. The Chief of Police will make a recommendation based on the employee's performance appraisal for any salary adjustments to the City Manager.

~~———~~Eligibility for merit increases will resume at the start of the term of the MOU. Performance evaluations are expected to occur in July and August of 2022, with merit increases to occur approximately in September 2022, and annually thereafter.

C. Adjustments based on Range Movement. Adjustments to salary ranges may occur to reflect cost-of-living changes, labor market conditions, and parity to avoid compression. The City Manager may grant an upward adjustment in an individual's salary in any amount up to an amount equal to the adjustment in the salary range or the City Manager may maintain an individual salary at present level. An adjustment of individual salaries is not required by a change in the salary range to which the position is assigned except to maintain the minimum salary for the range.

D. Meritorious Performance Adjustment. An employee shall be eligible to receive one merit increase per twelve-month period if the employee's performance is beyond a satisfactory level. A meritorious performance adjustment would be in addition to any adjustment based on range movement. For each fiscal year during the term of this MOU, such an increase shall be up to ~~two~~ five percent (5~~2~~%), the exact percentage being determined by the City Manager based on an evaluation of the degree ofmeritorious service and overall contribution to management of the City.

Salary adjustments more frequently than once each twelve month period, but not more than once each six months may be approved by the City Manager for the following reasons:

1. An employee's salary is below the midpoint of the range and the employee has experienced substantial growth in

~~his/her~~their position representing an increased value to the City.

2. An employee has demonstrated outstanding performance or made an exceptional contribution to the City.

Whenever an employee receives a six-month meritorious performance adjustment, the employee's anniversary date will change pursuant to the Personnel Rules and Regulations.

E. Special Adjustment. The City Manager may authorize salary adjustments up to ten (10) percent per fiscal year within the assigned salary range for the following reasons:

1. An employee's performance consistently exceeds the scope and expectations of ~~his/her~~their classification as determined by the City Manager.

2. Competitive labor market conditions warrant an adjustment.

3. An employee's overall contribution and value to the City as determined by the City Manager warrants an adjustment.

ATTACHMENT B

SALARY SCHEDULE
COMPENSATION BASE FOR REGULAR FULL-TIME CLASSIFICATIONS

Newark Police Management Association Employees

Effective July 1, 2022

Range	Minimum	Maximum
RANGE 01	$ 5,885.70	$ 7,062.84
RANGE 02	$ 6,183.14	$ 7,419.77
RANGE 03	$ 6,491.40	$ 7,789.68
RANGE 04	$ 6,812.28	$ 8,174.74
RANGE 05	$ 7,154.78	$ 8,585.74
RANGE 06	$ 7,515.32	$ 9,018.38
RANGE 07	$ 7,888.47	$ 9,466.16
RANGE 08	$ 8,283.26	$ 9,939.91
RANGE 09	$ 8,696.06	$ 10,435.27
RANGE 10	$ 9,132.31	$ 10,958.77
RANGE 11	$ 9,590.18	$ 11,508.22
RANGE 12	$ 10,069.70	$ 12,083.64
RANGE 13	$ 10,570.84	$ 12,685.01
RANGE 14	$ 11,099.02	$ 13,318.82
RANGE 15	$ 11,659.65	$ 13,991.58
RANGE 16	$ 12,238.30	$ 14,685.96
RANGE 17	$ 12,849.41	$ 15,419.29
RANGE 18	$ 13,494.76	$ 16,193.71
RANGE 19	$ 14,167.16	$ 17,000.59
RANGE 20	$ 14,875.61	$ 17,850.73
RANGE 21	$ 15,621.91	$ 18,746.29
RANGE 22	$ 16,406.07	$ 19,687.28
RANGE 23	$ 17,220.87	$ 20,665.04
RANGE 24	$ 18,084.35	$ 21,701.22
RANGE 25	$ 18,992.90	$ 22,791.48

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RANGE 26	$ 19,939.30	$ 23,927.16
RANGE 27	$ 20,936.17	$ 25,123.40
RANGE 28	$ 21,978.11	$ 26,373.73
RANGE 29	$ 23,079.54	$ 27,695.45
RANGE 30	$ 24,233.25	$ 29,079.90

Effective July 1, 2023

Range	Minimum	Maximum
RANGE 01	$ 6,062.27	$ 7,274.73
RANGE 02	$ 6,368.63	$ 7,642.36
RANGE 03	$ 6,686.14	$ 8,023.37
RANGE 04	$ 7,016.65	$ 8,419.98
RANGE 05	$ 7,369.42	$ 8,843.31
RANGE 06	$ 7,740.78	$ 9,288.93
RANGE 07	$ 8,125.12	$ 9,750.14
RANGE 08	$ 8,531.76	$ 10,238.11
RANGE 09	$ 8,956.94	$ 10,748.33
RANGE 10	$ 9,406.28	$ 11,287.53
RANGE 11	$ 9,877.89	$ 11,853.47
RANGE 12	$ 10,371.79	$ 12,446.15
RANGE 13	$ 10,887.97	$ 13,065.56
RANGE 14	$ 11,431.99	$ 13,718.38
RANGE 15	$ 12,009.44	$ 14,411.33
RANGE 16	$ 12,605.45	$ 15,126.54
RANGE 17	$ 13,234.89	$ 15,881.87
RANGE 18	$ 13,899.60	$ 16,679.52
RANGE 19	$ 14,592.17	$ 17,510.61
RANGE 20	$ 15,321.88	$ 18,386.25
RANGE 21	$ 16,090.57	$ 19,308.68
RANGE 22	$ 16,898.25	$ 20,277.90
RANGE 23	$ 17,737.50	$ 21,284.99
RANGE 24	$ 18,626.88	$ 22,352.26

RANGE 25	$ 19,562.69	$ 23,475.22
RANGE 26	$ 20,537.48	$ 24,644.97
RANGE 27	$ 21,564.26	$ 25,877.10
RANGE 28	$ 22,637.45	$ 27,164.94
RANGE 29	$ 23,771.93	$ 28,526.31
RANGE 30	$ 24,960.25	$ 29,952.30

Effective July 1, 2024

Range	Minimum	Maximum
RANGE 01	$6,244.14	$ 7,492.97
RANGE 02	$6,559.69	$ 7,871.63
RANGE 03	$6,886.72	$ 8,264.07
RANGE 04	$7,227.15	$ 8,672.58
RANGE 05	$7,590.50	$ 9,108.61
RANGE 06	$7,973.00	$ 9,567.60
RANGE 07	$8,368.87	$ 10,042.64
RANGE 08	$8,787.71	$ 10,545.25
RANGE 09	$9,225.65	$ 11,070.78
RANGE 10	$9,688.47	$ 11,626.16
RANGE 11	$ 10,174.23	$ 12,209.07
RANGE 12	$ 10,682.94	$ 12,819.53
RANGE 13	$ 11,214.61	$ 13,457.53
RANGE 14	$ 11,774.95	$ 14,129.93
RANGE 15	$ 12,369.72	$ 14,843.67
RANGE 16	$ 12,983.61	$ 15,580.34
RANGE 17	$ 13,631.94	$ 16,358.33
RANGE 18	$ 14,316.59	$ 17,179.91
RANGE 19	$ 15,029.94	$ 18,035.93
RANGE 20	$ 15,781.54	$ 18,937.84
RANGE 21	$ 16,573.29	$ 19,887.94
RANGE 22	$ 17,405.20	$ 20,886.24

RANGE 23	$ 18,269.63	$ 21,923.54
RANGE 24	$ 19,185.69	$ 23,022.83
RANGE 25	$ 20,149.57	$ 24,179.48
RANGE 26	$ 21,153.60	$ 25,384.32
RANGE 27	$ 22,211.19	$ 26,653.41
RANGE 28	$ 23,316.57	$ 27,979.89
RANGE 29	$ 24,485.09	$ 29,382.10
RANGE 30	$ 25,709.06	$ 30,850.87

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~~Effective July 1, 2022~~0

~~Salary Range~~	~~Minimum~~	~~Maximum~~
~~1~~	~~4,684~~	~~6,791~~
~~2~~	~~4,918~~	~~7,134~~
~~3~~	~~5,165~~	~~7,492~~
~~4~~	~~5,423~~	~~7,862~~
~~5~~	~~5,693~~	~~8,257~~
~~6~~	~~5,981~~	~~8,671~~
~~7~~	~~6,277~~	~~9,103~~
~~8~~	~~6,596~~	~~9,558~~
~~9~~	~~6,921~~	~~10,033~~
~~10~~	~~7,267~~	~~10,539~~
~~11~~	~~7,632~~	~~11,067~~
~~12~~	~~8,014~~	~~11,620~~
~~13~~	~~8,415~~	~~12,199~~
~~14~~	~~8,836~~	~~12,809~~
~~15~~	~~9,275~~	~~13,453~~
~~16~~	~~9,741~~	~~14,122~~
~~17~~	~~10,228~~	~~14,828~~
~~18~~	~~10,738~~	~~15,571~~
~~19~~	~~11,275~~	~~16,348~~
~~20~~	~~11,840~~	~~17,166~~
~~21~~	~~12,429~~	~~18,025~~
~~22~~	~~13,053~~	~~18,930~~
~~23~~	~~13,707~~	~~19,872~~
~~24~~	~~14,391~~	~~20,865~~
~~25~~	~~15,111~~	~~21,914~~
~~26~~	~~15,866~~	~~23,006~~
~~27~~	~~16,658~~	~~24,157~~
~~28~~	~~17,492~~	~~25,361~~

29	18,369	26,630
30	19,286	27,963

Monthly salaries listed for full-time non-sworn management employees are based on a 40-hour workweek. Monthly salaries listed for full-time sworn management positions are based on designated shift schedules. Regular part-time non-sworn management employee salaries are prorated based on the 40 hour workweek salary ranges.

ATTACHMENT B

SALARY SCHEDULE
COMPENSATION BASE FOR REGULAR FULL-TIME CLASSIFICATIONS
Newark Police Management Association Employees

Effective July 1, 20220

Salary Range	Minimum	Maximum
1	4,684	6,791
2	4,918	7,134
3	5,165	7,492
4	5,423	7,862
5	5,693	8,257
6	5,981	8,671
7	6,277	9,103
8	6,596	9,558
9	6,921	10,033
10	7,267	10,539
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22	13,053	18,930
23	13,707	19,872
24	14,391	20,865
25	15,111	21,914
26	15,866	23,006
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COMPENSATION BASE FOR REGULAR FULL-TIME CLASSIFICATIONS
Newark Police Management Association Employees

Effective July 1, 20220

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~~Monthly salaries listed for full-time non-sworn management employees are based on a 40-hour workweek. Monthly salaries listed for full-time sworn management positions are based on designated shift schedules. Regular part-time non-sworn management employee salaries are prorated based on the 40-hour workweek salary ranges.~~

ATTACHMENT C

GENERAL LEAVE PLAN

I. DEFINITION

General Leave is compensated leave for those eligible employees who are absent from duty because of illness, death in the family, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation. Management Leave shall remain separate from General Leave.

II. APPLICABILITY

The General Leave Plan shall apply to regular ~~full-time~~full-time employees. Regular part-time employees shall be eligible for prorated general leave based on actual hours worked or budgeted to work. For example, an employee with one yearof City service who works 35 hours per week will receive 161 hours of generalleave per year. An employee with one year of City service who works 24 hoursper week will receive 110.4 hours of general leave per year. If actual hours worked differ from hours budgeted to work, the lesser number of hours will beused as the basis for proration.

For payroll implementation, hours/accruals in excess of those based on a 20 or 30 hour workweek will be reimbursed to employees on a quarterly basis until the process is automated.

III. GENERAL LEAVE CREDITS

A. Regular Full-Time Employees
Eligible regular full-time employees shall be entitled to the following annual accrual.

Years of Completed Service	RFT Leave Accrual
1 through 9	184 hours
10 through 14	224 hours
15 through 19	240 hours
20 or more	264 hours

B. General Leave shall be accrued in hours on a semi-monthly basis.

C. During an absence without pay which extends more than fourteen (14) calendar days during a calendar month, the employee shall not accrue

General Leave credits.

D. General Leave During First Year: Beginning on the 90th day of employment, regular employees shall be eligible to earn General Leave credits. Upon the completion of said period of service, regular full time employees shall be credited with forty-six (46) working hours of General Leave and shall thereafter accrue General Leave at the rate of 7.66 working hours, semi-monthly for the remainder of the first year and as provided in Subsection A, Section III, above.

E. Maximum Accumulation: Regular Full-time employees may accumulate General Leave credits according to the following schedule:

Years of Completed Service	Maximum accrual
1 through 9	368 hours
10 through 14	448 hours
15 through 19	480 hours
20 or more	528 hours

F. Regular Part-Time Employees

Beginning on the 90th day of employment, regular part-time employees shall be credited with prorated general leave in accordance with Section II above and as follows:

Years of Completed Service	20-25 hour Leave Accrual	30-35 hour Leave Accrual
1 through 9	92-115 hours	138-161 hours
10 through 14	112-140 hours	168-196 hours
15 through 19	120-150 hours	180-210 hours
20 or more	132-165 hours	198-231 hours

G. Maximum Accumulation: Regular Part-time employees may accumulate General Leave credits according to the following schedule:

Years of Completed Service	20-25 hour Maximum accrual	30-35 hour Maximum accrual
1 through 9	184-230 hours	276-322 hours
10 through 14	224-280 hours	336-392 hours
15 through 19	240-300 hours	360-420 hours
20 or more	264-330 hours	396-462 hours

When maximum accrual limits have been reached, excess General Leave credits earned shall be transferred to the Rollover Leave bank on a

quarterly basis. Rollover Leave may be used in order to provide security against an employee's extended illness and may not be used for retirement service credit.

Exceptions to the maximum accrual limits may be approved by the City Manager under special circumstances. Requests to exceed maximum accrual limits must be submitted through the Chief of Police to the City Manager prior to reaching maximum accrual.

IV. GENERAL LEAVE IMPLEMENTATION

Unused leave credits shall be transitioned to General Leave as follows:

A. Vacation Leave Credits: All unused vacation leave credits shall be converted to General Leave credits on an hour-for-hour basis.

B. Sick Leave Credits: All unused sick leave credits shall be maintained in a sick leave bank to be used in accordance with the provisions of the General Leave Plan. Accrued time in the sick leave bank shall not be compensated for in any manner except as used for sick leave or retirement service credit.

C. At time of conversion to General Leave, if vacation credits exceed General Leave accrual limit, a plan shall be developed to reduce converted vacation leave credits to the General Leave accrual limits within six months. A longer period to reduce converted vacation leave credits may be approved by the City Manager under special circumstances.

V. GENERAL LEAVE USAGE

Request and Approval: The Police Chief is responsible for arranging leave schedules so that adequate personnel are available to carry on city work. The use of General Leave shall require approval of the Chief of Police or ~~his/her~~their designee and shall be governed by the current Personnel Rules dealing with leaves unless specifically covered by this Plan document. Whenever possible, General Leave requests must be approved in advance of the days to be taken as General Leave. The procedure for requesting the use of General Leave shall be as follows:

A. General Leave (Non-medical): Any leave that can be reasonably forecast or anticipated such as vacation, care of children, personal business, etc. shall require prior approval of the Police Chief, or the employee's supervisor. The time and amount of General Leave to be taken for non-medical purposes shall be determined by the Police Chief with due regard

for the wishes of the employee and particular regard for the needs of the City.

B. General Leave (Medical): An unscheduled absence from work due to an employee's illness shall be referred to as General Leave for medical reasons. The Police Chief may require an employee to furnish satisfactory evidence justifying the need to be absent from work for medical reasons. The provisions of A.R. 0513 on sick leave usage shall apply to employees using General Leave for medical reasons. The Police Chief shall make the determination and final approval of unscheduled General Leave for medical reasons.

C. An employee may request General Leave for an unanticipated absence from work (e.g. medical, car trouble, care of children, etc.) by notifying ~~his/her~~their supervisor within one (1) hour after the time set for reporting to work on the first day of such leave and as often thereafter as directed by~~his/her~~their supervisor. Final approval for an unanticipated, unscheduled absence shall require Police Chief approval. Failure to request an unscheduled leave in the manner described may result in lost work time charged as leave without pay or unauthorized leave of absence. Inappropriate use of unscheduled leave may be grounds for corrective action consistent with current practice.

D. Any employee who is absent from work on an unscheduled leave shall not engage in work or other activities which will inhibit ~~his/her~~their ability toreturn to work at the earliest possible time.

E. Medical examination by the City's examining physician may be requested by the Police Chief after prolonged, serious, or repetitious illness, injury, or major surgery. An employee's return to duty following illness or injury is subject to the approval of the Police Chief or City Manager based upon medical information supplied by the employee's physician and/or the City's physician.

F. On-the-job Injury: An employee absent from work because of a temporary disability which is defined as industrial under the Workers' Compensation Act may charge General Leave credits (or unused sick leave, if approved by the City Manager) in an amount necessary to make up the difference between the employee's regular pay and the amount payable to the employee as temporary disability payments from the Workers' Compensation Insurance Plan of the City.

G. Use of General Leave When Permanently Incapacitated: General Leave shall not be used to continue the salary of employment of any employee after it has been determined that such employee is permanently

incapacitated from returning to employment and is eligible for disability retirement.

H. Sick Leave Bank: A sick leave bank shall be established for each employee eligible for General Leave. When an employee becomes eligible for General Leave, any unused sick leave credits will be maintained in this account. Employees may transfer General Leave credits to their sick leave bank in accordance with Section VI of the General Leave Plan.

I. Use of Sick Leave Bank:

1. Upon approval of the City Manager, an employee whose absence is due to illness or injury which qualifies for Family Medical Leave Act (FMLA) or other legally-protected leave, ~~for more than eight (8) cumulative work days during any fiscal year~~ may use unused sick leave balances forabsences due to further illness or injury prior to using further General Leave.

2. Upon approval of the City Manager, an employee whose absence is due to illness or injury for more than five (5) consecutive work days for any one occurrence may use unused sick leave balances for absences due to further illness or injury for that particular medical condition prior to further using General Leave.

3. Upon approval of the City Manager, an employee who has exhausted all General Leave credits may be granted the use of unused sick leave balances for a medical purpose. The City Manager may impose up to a five (5) workday waiting period based upon a review of the employee's General Leave usage.

VI. GENERAL LEAVE CONVERSION TO PAY OR SICK LEAVE

A. Buy-Back: A regular full-time employee may request to receive pay for up to a total of eighty (80) hours of General Leave per fiscal year (forty (40) to fifty (50) hours for 20-25 hour employees; sixty (60) to seventy (70) hours for 30-35 hour employees) in hourly increments at the current hourly salary rate. To be eligible for General Leave conversion to cash, an employee must have a minimum of 10 days (80 hours for full-time or prorated for RPT) of General Leave credits remaining after the conversion. Requests for General Leave buy-back may be made up to two times per fiscal year in October and/or April for payment on December 15 and/or June 15 or may be deferred into one of the City sponsored deferred compensation plans within IRS limitations.

For calendar year 2022 only, the total amount of general leave allowed for conversion will be increased one time to 120 hours for regular full-time employees.

For calendar year 2022, 2023 and 2024, for the positions of Police Lieutenant and Police Captain only, the total amount of general leave allowed for conversion will be increased to a total of 160 hours for each calendar year. Effective January 1, 2025 the amount of general leave allowed for conversion will revert to 80 hours per year.

Effective November 2022 –
By December 1 of each calendar year, eligible employees who want to cash-out general leave in the following calendar year, shall make an irrevocable election to cash out in the next calendar year, subject to the conditions set forth below:

- For regular full-time employees: the employee may cash out up to 80 hours of general leave.
- Employees must have a minimum of 10 days (80 hours for full-time or prorated for part-time) remaining in general leave accruals at the time of cash out.
- Employees must submit their General Leave Buy-Back Request Form to Payroll by December 1. This is an irrevocable election by the employee.

For example, to buy back general leave that is accrued in calendar year 2023, a full-time employee must elect by December 1, 2022, the amount of hours they want to buy-back. The employee must have used a minimum of 50% of their accrued general leave between December 1, 2021 and November 30, 2022. Employees must further ensure they will have at least ten (10) days of general leave accruals remaining at the time of the buy--back which will occur in December 2023. The buy-back will be paid out in the last full pay period of December 2023, which is December 29, 2023.

The City makes no representation as to the tax consequences of an employee cashing out accrued leave or the general leave buy-back program. It is the employee's sole responsibility to address the tax consequences of cashing out accrued leave or the general leave buy-back program.

~~B. The City Manager and City Attorney may request at any time during the fiscal year to receive pay for up to eighty (80) hours of General Leave in hourly increments at the current hourly salary rate.~~

VII. GENERAL LEAVE AT TERMINATION

A. An eligible employee whose employment with the City terminates shall be paid for any unused General Leave. Payment for unused General Leave shall be made at the hourly rate of pay in effect for such employee at the time of separation.

B. When termination is caused by the death of an employee, pay for unused General Leave shall be paid to the beneficiary the employee has designated. Such designation shall be in writing, signed by the employee and filed with the Human Resources Office. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

VIII. HOLIDAYS DURING GENERAL LEAVE

When a day designated and observed by the City as a holiday occurs on a day on which an employee is taking General Leave, such employee shall not be charged as using General Leave for that day. The employee's compensation for that day shall be holiday pay.

Exhibit A



CITY OF NEWARK, CALIFORNIA

To: Newark Police Management Associate (NPMA) Executive Board

From: David Benoun, City Manager
Kris Kokotaylo, Interim City Attorney
Helen Que Garcia, Acting Human Resources DirectorDate: August 16, 2019

This will serve as a side letter to the City of Newark (City) and the Newark Police Management Association (NPMA) July 1, 2019 June 30, 2022 Memorandum of Understanding (MOU). The City and NPMA agree to amend Section IX of the MOU to addSection IX.E as follows:

I. **Health and Welfare**

E. All regular full time employees in the Association are eligible for an allowance of upto $100 per month towards the cost of health care premiums, long term disability premiums, or reimbursement for medical, dental, vision, and prescription expenses. All regular part time employees in the Association are eligible for an allowance of up to $75 for 30 35 hour employees and up to $50 for 20 25 hour employees. This allowance will be reported as taxable income and provided to employees based on the following criteria:

1. Reimbursement for health care premiums will be paid on a monthly basis up to a maximum of $100 per month for full time employees, up to a maximum of $75 for regular part time 30 35 hour employees and up to a maximum of $50 for regular part time 20 25 hour employees.

2. Reimbursement for health care expenses may be requested on a quarterly basis by submitting receipt or other evidence of payment for expenses not covered by health care insurance to the Human Resources Department during the last week of each quarter. The minimum reimbursement allowance will be $33.00 and the maximum quarter reimbursement allowance is $300.00 for full time employees, $225 for regular part time 30 35 hour employees and $150 for regular part time 20 25 hour employees.

3. An employee must be in a paid status (on the payroll) in order to receive reimbursement for health care premiums, long term disability premiums, or health care expenses. During a leave of absence without pay, an employee is not eligible toreceive the health care benefit. However, upon return from the leave of absence without pay, an eligible employee may receive reimbursement for health care premiums or health care expenses that would have been paid if the employee had

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~~continued working provided the employee returns to work within six months of theeffective date of the leave of absence without pay.~~

~~4. Employees appointed to a classification covered by this Compensation Plan will be eligible for the health and welfare benefit on the first of the month coincident to orimmediately following appointment.~~

~~5. When an employee is terminated or in an unpaid leave status, the health and welfarebenefit shall be paid on a monthly pro rata basis if the employee qualified for the Health Benefit. To qualify for pro rata pay, the employee must serve 50 percent of the working days in the month to qualify for the $100 benefit.~~

~~All other provisions in the MOU remain in effect.~~

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~~Forie CitvfofN wark:~~ ~~For the Newark Police Management Association:~~

David J. Benoun
City Manager,
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Jonath Arguello, President
Newark Police Management Association

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~~CITY OF NEWARK, CALIFORNIA~~

~~To: Newark Police Management Association (NPMA) Executive Board~~

~~From: David Benoun, City Manager~~

~~Lenka Hovorka, Assistant City ManagerDate: May 14, 2020~~

~~This will serve as a side letter to the City of Newark (City) and the Newark Police Management Association (NPMA) July 1, 2019 June 30, 2022 Memorandum of Understanding (MOU). The purpose of this side letter is to address changed conditions as a result of the COVID-19 pandemic. This side letter will become effective upon approval by theCity Council.~~

~~Due to the COVID-19 pandemic, the following entities and individuals have taken the actionsidentified below:~~

~~On January 31, 2020, the United States Department of Public Health and HumanServices Secretary declared a public emergency.~~

~~On March 4, 2020, the Governor of the State of California declared a state ofemergency in the State of California.~~

~~On March 1, 2020, the Alameda County Health Officer declared a local health emergency and on March 10, 2020, the Alameda County Board of Supervisors ratifiedthe declaration of a local health emergency.~~

~~On March 11, 2020, the World Health Organization declared COVID-19 a pandemic.~~

~~On March 13, 2020, the President of the United States declared a state of nationalemergency.~~

~~On March 16, 2020, the Newark City Manager, acting in his capacity as the Director ofEmergency Services, proclaimed the existence of a local emergency and on March 17, 2020, the City Council ratified and confirmed the proclamation of the existence of a local emergency.~~

~~On March 16, 2020, the Alameda County Public Health Officer issued an Executive Order directing the public to shelter at their place of residence except under certain limited circumstances (the "SIP"). The Alameda County Public Health Officer has since extended and modified the SIP. Additionally, the Governor of the State of California has issued a statewide Executive Order directing the public to shelter at their place of residence.~~

~~The City has made modifications to activity and services in response to the SIP, the emergencydeclarations and the COVID-19 pandemic. The City granted employees that were unable to~~

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perform their regular duties emergency paid administrative leave beginning March 17, 2020("EPAL").

The City and NPMA agree to the following.

Use of Federal Leaves: Beginning April 30, 2020, the City stopped providing EPAL. The City is making up to 80 hours of Emergency Paid Sick Leave available to members ofNPMA through December 31, 2020 provided that the member meets the eligibility requirements for theprogram as established by federal law.

Temporary Suspension of Maximum General Leave Accrual: The maximum accumulation of general leave credits identified in Attachment C, Sections III.E and III.G of theMOU are temporarily suspended for any excess general leave credits accumulated March 16, 2020 through March 15, 2021. Members ofNPMA will have until March 15, 2022 to utilize any excess general leave hours pursuant to the MOU. Any excess general leave accruals remaining on March 16, 2022 will be cashed out on the first pay period following the pay periodincluding March 16, 2022.

Extended Time to Use Certain Leave: Section XV of the MOU provides that management leave must be used within a fiscal year and Section XIX of the MOU provides that birthday and floating holiday must be used within the fiscal year and cannot be carried over from one fiscal year to another. In recognition of the fact that members ofNPMA may not be able to utilize management leave, birthday holiday, or floating holiday during fiscal year 2019-2020, management leave, birthday holiday, and floating holiday balances that are not used during fiscal year 2019-2020 can be carried over and used during fiscal year 2020-2021 pursuant to theMOU. Management leave, birthday holiday, and floating holiday balances carried over from fiscal year 2019-2020 must be used prior to the end of fiscal year 2020-2021.

Employees That Did Not Use EPAL: Members ofNPMA that did not use EPAL or only partially used EPAL between March 17, 2020 and April 30, 2020 are eligible for up to 120 hours of Additional Administrative Leave ("AAL"). Full time employees that are members of NPMA are eligible for up to 120 hours of AAL based on 3 weeks of regularly scheduled full time hours (40 hours per week) with part time employees eligible for a prorated amount of AALbased on 3 weeks ofregularly scheduled part-time hours. AAL will be reduced proportionately by the amount of EPAL that a member of NPMA used. For example, if a full time employee member ofNPMA partially worked between March 17, 2020 and April 30, 2020, but still utilized 60 hours of EPAL, that member would have 60 hours of AAL, while if a part time employee member ofNPMA that is regularly scheduled for 30 hours per week (and is thus eligible for up to 90 hours of AAL) utilized 60 hours of EPAL, that member would have 30 hours of AAL. AAL has no cash value and must be used by December 31, 2022. Any AAL remaining on January 1, 2023 will be removed and no longer available for use.

Dated: _____

For the City of Newark:

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For the Newark Police ManagementAssociation:

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Jonathan Arguello, President

\Civil Users\un, City Manager

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~~CITY OF NEWARK, CALIFORNIA~~

~~To: Newark Police Management Association (NPMA) Executive Board~~

~~From: David Benoun, City Manager~~

~~Lenka Hovorka, Assistant City ManagerDate: June 25, 2020~~

~~This will serve as a side letter to the City of Newark (City) and the Newark Police Management Association (NPMA) July 1, 2019-June 30, 2022 Memorandum of Understanding (MOU). The purpose of this side letter is to address changed circumstances as aresult of significant economic impacts and impacts to the City's budget and financial circumstances due to the COVID-19 pandemic. This side letter will become effective upon approval by the City Council.~~

~~Due to the COVID-19 pandemic, the following entities and individuals have taken the actionsidentified below:~~

~~On January 31, 2020, the United States Department of Public Health and HumanServices Secretary declared a public emergency.~~

~~On March 4, 2020, the Governor of the State of California declared a state ofemergency in the State of California.~~

~~On March 1, 2020, the Alameda County Health Officer declared a local health emergency and on March 10, 2020, the Alameda County Board of Supervisors ratifiedthe declaration of a local health emergency.~~

~~On March 11, 2020, the World Health Organization declared COVID-19 a pandemic.~~

~~On March 13, 2020, the President of the United States declared a state of nationalemergency.~~

~~On March 16, 2020, the Newark City Manager, acting in his capacity as the Director ofEmergency Services, proclaimed the existence of a local emergency and on March 17, 2020, the City Council ratified and confirmed the proclamation of the existence of a local emergency.~~

~~On March 16, 2020, the Alameda County Public Health Officer issued an Executive Order directing the public to shelter at their place of residence except under certain limited circumstances (the "SIP"). The Alameda County Public Health Officer has since extended andmodified the SIP. Additionally, the Governor of the State of California has issued a statewide Executive Order directing the public to shelter at their place of residence.~~

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The SIP has prevented a number of businesses from operating within the City and prevented theCity from operating community programs, resulting in a significant decline in sales tax revenue,transient occupancy tax revenue, and revenue from City fees. As of the date of the side letter, the City projects deficits of greater than $7 million for fiscal years 20/21 and 21/22.

As a result of the severe fiscal impacts to the City, the City and NPMA agree to eliminate thetotal compensation increase of 1.5% scheduled for July 1, 2020.

The City and NPMA agree to the following amendments to the MOU with revisions in redline:

Section IV of MOU:

IV. COMPENSATION

Employees shall be compensated pursuant to the Newark Police Management Association Pay Plan as set forth in Attachment A and Attachment B attached hereto and incorporated herein by this reference. The NPMA classifications thatare participating in the Newark Police Management Association Pay Plan are those listed below:

Classification	Communications Supervisor	Ra_0_gc10
	Community Engagement Manager	10
	Police Captain Police Lieutenant	22
		19

Effective July 1, 2019, the total compensation salary ranges for employees shallbe increased one and one-half percent (1.5%) as set forth in Attachment B, attached hereto and incorporated herein by this reference. All employees shall receive a one and one-half percent (1.5%) salary increase.

Effective July 1, 20210, the total compensation salary ranges for employees shallbe increased one and one-half percent (1.5%) as set forth in Attachment B, attached hereto and incorporated herein by this reference. All employees shall receive a one and one-half percent (1.5%) salary increase.

Effective July 1, 2021, the total compensation salary ranges for employees shallbe increased one and one-half percent (1.5%) as set forth in Attachment B, attached hereto and incorporated herein by this reference. All employees shall receive a one and one-half percent (1.5%) salary increase.

Salary Computation: Hourly equivalent of base monthly = base monthly salary x0.0057692 (0.0057692 represents the monthly salary divided by the average number of hours worked in a month).

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~~Attachment B of MOU:~~

~~**ATTACHMENT B**~~

~~**SALARY SCHEDULE**~~

~~**COMPENSATION BASE FOR REGULAR FULL-TIME CLASSIFICATIONS**~~

~~Newark Police Management Association Employees~~

~~Effective July 1, 2019~~

Salary	Minimum	Maximum
1	4.615	6 691
2	4 846	7.029
3	5 088	7.381
4	5 343	7.745
5	5 609	8.135
6	5.893	8.543
7	6184	8.969
8	6.498	9.417
9	6.819	9885
10	7.160	10.383
11	7 519	10.903
12	7 896	11.448
13	8 291	12.019
14	8 706	12.619
15	9 138	13.254
16	9.597	13.914
17	10.077	14.609
18	10.579	15 341
19	11108	16 106
20	11665	16 912
21	12 245	17.758
22	12.860	18.651
23	13 505	19.578
24	14.179	20.557
25	14.888	21.590
26	15.632	22.666
27	16.412	23.800

~~28~~	~~17,234~~	~~24 986~~
~~29~~	~~18 097~~	~~26 237~~
~~30~~	~~19 001~~	~~27 550~~

~~Monthly salaries listed for full-time non-sworn management employees are based on a 40-hourworkweek.~~
~~Monthly salaries listed for full-time sworn management positions are based on designated shift schedules.~~
~~Regular part-time non-sworn management employee salaries are prorated based on the 40-hour workweek salary ranges.~~

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~~SALARY SCHEDULE~~

~~COMPENSATION BASE FOR REGULAR FULL-TIME CLASSIFICATIONS~~

~~Newark Police Management Association Employees~~

~~Effective July 1, 2021G~~

~~Salary~~	~~Minimum~~	~~Maximum~~
~~1~~	~~4 684~~	~~6.791~~
~~2~~	~~4.918~~	~~7.134~~
~~3~~	~~5.165~~	~~7 492~~
~~4~~	~~5.423~~	~~7 862~~
~~5~~	~~5.693~~	~~8 257~~
~~6~~	~~5 981~~	~~8 671~~
~~7~~	~~6 277~~	~~9.103~~
~~8~~	~~6.596~~	~~9.558~~
~~9~~	~~6 921~~	~~10 033~~
~~10~~	~~7 267~~	~~10.539~~
~~11~~	~~7 632~~	~~11.067~~
~~12~~	~~8.014~~	~~11 620~~
~~13~~	~~8.415~~	~~12 199~~
~~14~~	~~8.836~~	~~12 809~~
~~15~~	~~9.275~~	~~13.453~~
~~16~~	~~9 741~~	~~14 122~~
~~17~~	~~10 228~~	~~14.828~~
~~18~~	~~10 738~~	~~15.571~~
~~19~~	~~11.275~~	~~16.348~~
~~20~~	~~11840~~	~~17.166~~
~~21~~	~~12.429~~	~~18.025~~
~~22~~	~~13.053~~	~~18.930~~
~~23~~	~~13.707~~	~~19 872~~
~~24~~	~~14.391~~	~~20 865~~
~~25~~	~~15 111~~	~~21 914~~
~~26~~	~~15.866~~	~~23 006~~
~~27~~	~~16 658~~	~~24 157~~
~~28~~	~~17 492~~	~~25 361~~

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~~29~~	~~18,369~~	~~26,630~~
~~30~~	~~19,286~~	~~27,963~~

~~Monthly salaries listed for full-time non-sworn management employees are based on a 40-hour workweek. Monthly salaries listed for full-time sworn management positions are based on designated shift schedules. Regular part-time non-sworn management employee salaries are prorated based on the 40 hour workweek salary ranges.~~

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SALARY SCHEDULE

COMPENSATION BASE FOR REGULAR FULL-TIME CLASSIFICATIONS

Newark Police Management Association Employees

Effective July 1, 2021

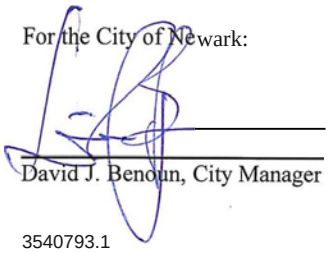
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~~Dated:~~ _____

For the City of Newark:



_____
David J. Benoun, City Manager

~~For the Newark Police Management Association:~~



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Jo[illegible]k Arguello, President

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City of Newark

City Manager's Office
37101 Newark Boulevard
Newark, CA 94560

NEWARK
California

To: Newark Police Management Association (NPMA) Executive Board

From: David Benoun, City Manager
Lenka Hovorka, Assistant City ManagerDate: April 8, 2021

This will serve as a side letter to the City of Newark (City) and the Newark Police Management Association (NPMA) July 1, 2019- June 30, 2022 Memorandum of Understanding (MOU). The purpose of this side letter isto address continued changed circumstances as a result of the COVID-19 pandemic. This side letter will become effective upon approval by the City Council.

Due to the COVID-19 pandemic, the following entities and individuals have taken the actions identified below:

- On January 31, 2020, the United States Department of Public Health and Human Services Secretary declared a public emergency.

- On March 4, 2020, the Governor of the State of California declared a state of emergency in the State of California.

- On March 1, 2020, the Alameda County Health Officer declared a local health emergency and on March10, 2020, the Alameda County Board of Supervisors ratified the declaration of a local health emergency.

- On March 11, 2020, the World Health Organization declared COVID-19 a pandemic.

- On March 13, 2020, the President of the United States declared a state of national emergency.

- On March 16, 2020, the Newark City Manager, acting in his capacity as the Director of EmergencyServices, proclaimed the existence of a local emergency and on March 17, 2020, the City Council ratified and confirmed the proclamation of the existence of a local emergency.

- On May 14, 2020, the Newark City Council authorized a side letter to the MOU to approve temporary modified benefits as a result of changed conditions due to the COVID-19 pandemic (Side Letter), and itis now necessary to revisit the terms of the Side Letter.

- On March 19, 2021, the California State Governor signed Senate Bill 95, requiring employers to provide supplemental paid sick leave to its employees.

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The Alameda County Public Health Officer continues to extend and modify an Executive Order directing the public to comply with social distancing measures and other restrictions necessary to control the spread of COVID-19.

The City and NPMA agree to the following:

Use of Federal Leaves: The number of hours of Emergency Paid Sick Leave (EPSL) accessible, consistent with the Families First Coronavirus Response Act and as provided under the Side Letter, is hereby extended to June 30, 2021, provided that the member meets the eligibility requirements for the program as established by federal law. Emergency Family Medical Leave expired December 31, 2020 under the Side Letter.

Temporary Suspension of Maximum General Leave Accrual: The maximum accumulation of general leave credits identified in Attachment C, Section IIIG of the MOU are temporarily suspended for any excess accruals between March 16, 2020 and through June 30, 2021. Members of NPMA will have until June 30, 2022 to utilize any excess general leave accruals pursuant to the MOU. Members of NPMA may also convert an additional amount of general leave hours equaling up to three months of general leave accrual into excess general leave accruals. Any excess general leave accruals remaining on June 30, 2022 will be cashed out on the first pay period following the pay period including June 30, 2022.

Supplemental Paid Sick Leave (SPSL): Effective January 1, 2021, members of NPMA are eligible for two weeks of paid regular work schedule hours if they were unable to work or telework due to their own or a qualifying family member's isolation or quarantine period; to care for a child whose school or day care is unavailable; or to attend a vaccination appointment or care for their own vaccine-related symptoms. This benefit will be available to NPMA members through September 30, 2021, provided that the member meets the eligibility requirements for the program as established by state law.

Workplace exposure paid leave: After exhaustion of EPSL and SPSL, and if telework is unavailable, employees exposed to COVID-19 in the workplace will receive paid administrative leave for the hours they must remain in isolation or quarantine as required by the Alameda County Public Health Officer's Order at anypoint in time during nefit does not apply to employees who are teleworking.

Dated: 4/12/21

Authori ithorized to extend any of the above benefits expiration the end of the declaration of the City local emergency.

For the City of Newark:

David J. Benoun, City Manager

For the Newark Police Management Association:

Jonathan Arguello, President

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RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AND ADOPTING A COMPENSATION AND BENEFIT PLAN FOR THE CONFIDENTIAL EMPLOYEE GROUP, AUTHORIZING THE CITY MANAGER TO EXECUTE THE COMPENSATION AND BENEFIT PLAN AND APPROVING AN AMENDMENT TO THE CITY'S SALARY SCHEDULE IN CONFORMANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

WHEREAS, the City of Newark (the "City") has previously adopted and periodically amended the Compensation and Benefit Plan for the Confidential Employee Group; and

WHEREAS, members of the Confidential Employee Group are unrepresented employees; and

WHEREAS, the City Council desires to establish salaries and benefits for the Confidential Employee Group; and

WHEREAS, the Compensation and Benefit Plan, dated July 1, 2022 (the "Plan"), attached hereto and incorporated herein by this reference as Exhibit A, enumerates the job classifications whose incumbents shall be considered members of the Confidential Employee Group and also provides for the salaries and benefits for the Confidential Employee Group; and

WHEREAS, the City Council finds that the terms and conditions of the Plan are proper and in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby approves and adopts the Plan, effective July 1, 2022 and authorizes the City Manager to execute the Plan, with any necessary non-substantive modifications, and to take such further actions as may be necessary to implement the Plan for the period of July 1, 2022 through June 30, 2025, a copy of which is attached as Exhibit A with a redlined version of the prior Plan attached hereto as Exhibit B for general reference only.

BE IT FURTHER RESOLVED that if any provisions contained herein are found to be in conflict with provisions of any other previous resolutions pertaining to the Confidential Employee Group Plan, the provisions herein shall prevail.

BE IT FURTHER RESOLVED that the City Council hereby approves an amendment to the City's Salary Schedule to reflect the revisions in compensation provided pursuant to the Plan, effective July 1, 2022.

EXHIBIT A

COMPENSATION AND BENEFIT PLAN

FOR THE

CITY OF NEWARK

CONFIDENTIAL EMPLOYEE GROUP

JULY 1, 2022 THROUGH JUNE 30, 2025

Adopted: June 23, 2022

Resolution No.

TABLE OF CONTENTS

Section		Page
I.	Term	1
II.	Compensation	1
III.	Health and Welfare Programs	1
IV.	Acting/Special Assignment Pay	4
V.	Proration of Holiday, General, and Bereavement Leave Accruals for Regular Part-Time Employees (RPT)	5
VI.	Holidays	5
VII.	Bereavement Leave	7
VIII.	General Leave	7
IX.	Confidential Leave	8
X.	Retirement Benefits	8
XI.	Working Hours	9
XII.	Overtime	11
XIII.	Educational Reimbursement	11
XIV.	Recreation Benefits	13
XV.	Implementation of Section 414(h)(2) of the U.S. Internal Revenue Code	13

ATTACHMENTS

Attachment A - Regular Full-Time / Part-Time Classifications
Attachment B - Salary List
Attachment C - General Leave Plan
Attachment D - Voluntary 9/76 Work Schedule

Resolution No.

COMPENSATION AND BENEFIT PLAN FOR THE CONFIDENTIAL EMPLOYEE GROUP

I. TERM

This plan shall be in effect from July 1, 2022 through June 30, 2025.

II. COMPENSATION

A. General Salary Increase and off-salary-schedule lump sum payment:

The salary ranges for all classifications shall be increased as follows:

a. Effective July 1, 2022, salary increase shall be four percent (4.0%)
b. Effective July 1, 2023, salary increase shall be three percent (3.0%)
c. Effective July 1, 2024, salary increase shall be three percent (3.0%)

Confidential Group classifications shall be as set forth in Attachment A.

B. With approval of the employee's department head and the City Manager, full-time Confidential Group employees may elect to participate in a voluntary 9/76 work schedule as set forth in Attachment D. As a result of the reduction from a 40 hour to a 38 hour workweek, the employee's bi- monthly pay will be reduced 5%.

C. Salary Computation:

1. Hourly equivalent of base monthly salary = base monthly salary x .0057692 (.0057692 represents the monthly salary divided by the average hours worked in a month).

2. Hourly equivalent of base salary at time and one-half = straight time times 1.5.

III. HEALTH AND WELFARE PROGRAMS

A. The contribution by the City toward monthly premiums for health and welfare programs of Confidential Group employees shall be the Minimum Employer Contribution as determined by CalPERS for employers under the Public Employees' Medical and Hospital Care Act (PEMHCA). In the event that an employee elects to waive participation in the Program, that amount will be paid to the employee as part of the Cash-in-Lieu benefit as provided below in Section 4. The employee shall execute a waiver in the event the employee elects not to participate in the PERS Health Benefit Program or cancel participation after enrollment.

B. The City agrees to maintain a cafeteria plan under Section 125 of the Internal Revenue Code (IRC). The cafeteria plan allows employees to voluntarily reduce salary in an amount equal to the actual premiums for the PERS Health Plan, City-administered dental insurance and/or vision insurance as a before-tax conversion of salary. In the event of changes in law affecting the Flexible Benefit Plan, the City will consider the impact of such changes before making any modification to the Flexible Benefit Plan.

C. Effective for the 2022 plan year, the City shall contribute to each eligible Confidential Group employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.

Employee Only: $878
Employee + 1 Dependent: $1,755
Employee + 2 or more Dependents: $2,318

Effective for the 2023 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular, Full-Time Employees and Regular Part-Time Employees working 30-35 hours:

Employee Only: $896
Employee + 1 Dependent: $1,790
Employee + 2 or more Dependents: $2,364

For Regular Part-Time Employees working 20-25 hours:

Employee Only: $448 - $560
Employee + 1 Dependent: $895 - $1,119
Employee + 2 or more Dependents: $1,182 - $1,478

Effective for the 2024 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular, Full-Time Employees and Regular Part-Time Employees working 30-35 hours:

Employee Only: $913
Employee + 1 Dependent: $1,826
Employee + 2 or more Dependents: $2,412

For Regular Part-Time Employees working 20-25 hours:

Employee Only: $457 - $571
Employee + 1 Dependent: $913 - $1,141
Employee + 2 or more Dependents: $1,206 - $1,507

Effective for the 2025 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular, Full-Time Employees and Regular Part-Time Employees working 30-35 hours:

Employee Only: $932
Employee + 1 Dependent: $1,862
Employee + 2 or more Dependents: $2,460

For Regular Part-Time Employees working 20-25 hours:

Employee Only: $466 - $582
Employee + 1 Dependent: $931 - $1,164
Employee + 2 or more Dependents: $1,230 - $1,537

D. **Cash-in-Lieu and Cafeteria Plan Cash Back:**
Employees electing not to participate in the City's cafeteria plan and waiving all medical, dental, and vision benefits, will receive $450 "cash-in-lieu" of benefits, which includes the PEMCHA minimum per section A.1 above. Employees who participate in the cafeteria plan but who do not utilize the full benefit allowance, may receive up to $450 per month of any money not used for the purchase of employer-offered benefits. Cash-in-lieu and cafeteria plan "cash back" will be paid to the employee in taxable compensation.

For Regular Part-Time Employees working 30-35 hours this amount will be $338-$394.
For Regular Part-Time Employees working 20-25 hours this amount will be $225-$281.

E. All regular full-time employees in the Confidential Group shall receive an allowance of up to $100 per month intended to be used towards the cost of health care premiums, long-term disability premiums, and/or reimbursement for medical, dental, vision, and prescription expenses. All regular part-time employees in the Confidential Group shall receive an allowance of up to $75 for 30- 35 hour employees and up to $50 for 20-25 hour employees. This allowance will be reported as taxable income and provided to employees based on the following criteria:

1. An employee must be in a paid status (on the payroll) in order to receive the allowance. During any unprotected leave of absence without pay, an employee is not eligible to receive the health care benefit allowance.

2. Employees appointed to a classification covered by this Compensation Plan will be eligible for the health and welfare benefit on the first of the month coincident to or immediately following appointment.

3. When an employee is terminated or in an unpaid leave status, the health and welfare benefit shall be paid on a monthly pro-rata. To qualify for pro- rata pay, the employee must serve 50 percent of the working days in the pro-rated month.

F. The City will explore alternatives to the CalPERS health program, in the interest of offering comprehensive and competitively priced health insurance alternatives to employees.

G. The City shall provide $20,000 term life insurance coverage for all Confidential employees. Effective July 1, 2022, this amount will increase to $50,000 for regular full-time and regular part-time employees. Additional life insurance can be purchased at the employee's option on an after-tax payroll deduction basis.

IV. ACTING / SPECIAL ASSIGNMENT PAY

A. Employees may be assigned to perform the duties of a regular position in a higher classification on a temporary basis. Such assignments shall be termed "acting assignments" and shall be made subject to the following conditions:

1. Acting assignments shall be made by the department head only, with City Manager approval, and shall be made with written notification to the acting employee.

   Acting assignments that fall within the definition of "out of class assignments" per Gov. Code section 20480 of the Public Employees' Retirement Law (PERL) shall not exceed 960 hours in a fiscal year. For purposes of this section an "out of class assignment" is an appointment to an upgraded position or higher classification in a vacant position for a limited duration. For purposes of this section "vacant position" refers to a position that is vacant during recruitment for a permanent appointment. A vacant position does not refer to a position that is temporarily available due to another employee's leave of absence.

2. Acting assignments shall be made only in those instances where the acting employee is required to perform all or substantially all of the duties and responsibilities of the higher level position for which the employee is acting.

3. Confidential employees will be eligible for premium pay of 5% over base salary while acting in a higher classification when assigned and prescribed by the department head, with City Manager approval.

4. For a planned absence, acting pay shall be effective the date the employee assumes the duties of the higher position, provided he/she is designated in writing by the department head either before or after the employee begins the acting assignment.

5. For an unplanned absence, acting pay shall be paid effective five consecutive working days from the absence, provided that the employee is designated in writing by the department head to the acting assignment. Nothing in this section shall preclude the temporary assignment of an employee to perform some of the duties of a higher classification for the purpose of providing training in the work of the higher classification. Such temporary training assignment shall not constitute acting assignment within the meaning of this section.

   It is understood that the provisions of this section shall not be interpreted as requiring the City to fill each temporary vacancy by an acting assignment.

B. The City agrees to pay regular full-time employees bilingual assignment pay of $100.00 per month. Regular part-time employees scheduled to work 30-35 hour per week will receive bilingual assignment pay of $75 per month and regular part-time employees scheduled to work 20-25 hours per week will receive bilingual assignment pay of $50 per month. Eligibility for bilingual assignment pay shall be based on the provisions outlined in Administrative Regulation 0522.

V. PRORATION OF HOLIDAY, GENERAL, AND BEREAVEMENT LEAVE ACCRUALS FOR REGULAR PART-TIME EMPLOYEES (RPT)

Regular part-time employees will receive prorated holiday, general, and bereavement leave accruals based on the actual hours worked or budgeted to work. For example, an RPT employee who works 35 hours per week will receive 7 hours of pay per holiday. An RPT employee who works 24 hours per week will receive 4.8 hours of pay per holiday. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

VI. HOLIDAYS

The following days shall be recognized as municipal holidays for pay purposes for regular full-time and regular part-time employees within the Confidential Employee Group:

- January 1, New Year's Day
- Third Monday in January, Martin Luther King, Jr. Day
- Third Monday in February, Presidents Day
- Last Monday in May, Memorial Day
- July 4, Independence Day
- First Monday in September, Labor Day
- November 11, Veterans Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- December 24, Christmas Eve Day December 25, Christmas Day
- Two Floating Holidays, to be scheduled subject to department head approval

When any day recognized as a holiday by the City falls on a Sunday, the following Monday shall be considered the holiday. When any day recognized as a holiday by the City falls on a Saturday, the preceding Friday shall be considered the holiday.

The floating holiday must be scheduled and used during the fiscal year. If an employee's hire date falls between July 1 and December 31, the employee will be eligible for the floating holiday during the current fiscal year. If an employee's hire date falls between January 1 and June 30, the employee will be eligible for the floating holiday beginning July 1, in the next fiscal year.

Holidays shall not be carried over from one fiscal year to another. Upon separation, any unused holiday cannot be converted to cash.

Regular full-time employees will receive eight (8) hours of pay for each holiday that falls on a scheduled workday.

With the continuation of the 9/80 bi-weekly work schedule, Closed Holiday Credits and debits will be calculated for each employee by Payroll and will be funded in the employee's Floating Holiday Bank on July 1 for the current fiscal year. Closed Holiday Credits are subject to all the benefits and restrictions of a Floating Holiday. They have no cash value and cannot be carried over from one fiscal year to the next fiscal year. If the employee separates from service before the end of the fiscal year, no further adjustments in the Closed Holiday Credits will be made.

If the employee does not have any accrued leave available to be charged for the additional hour(s) for the holiday, the employee shall be charged with leave without pay.

Regular part-time employees will receive pro-ration of holidays in accordance with Section V. above and as listed below:

Work Schedule	Holiday Pay
30-35 work hours	6-7 hours per holiday
20-25 work hours	4-5 hours per holiday

The regular part-time employee's Closed Holiday Credits will be determined by Payroll in the same manner as the full-time employee. The Closed Holiday Credits are prorated according to the actual hours worked or budgeted to work. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

VII. BEREAVEMENT LEAVE

Regular full-time employees may be granted up to a maximum of forty (40) hours of bereavement leave where there has been a death of a husband, wife, registered domestic partner, sister, brother, mother, stepmother, father, stepfather, grandparent, grandchild, grandparent-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, son- in-law, or daughter-in-law of an employee. A maximum of eighty (80) hours of bereavement leave may be granted for the death of a son, daughter, stepson, or stepdaughter.

Regular part-time employees shall be eligible for prorated bereavement leave in accordance with Section V. above and as listed below:

Work Schedule	Prorated Bereavement Leave
30-35 work hours	up to a maximum of 30-35 hours
20-25 work hours	up to a maximum of 20-25 hours

VIII. GENERAL LEAVE

The General Leave Plan shall provide compensated leave for those eligible employees who are absent from duty because of illness, death in the family not covered under bereavement leave, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation. The General Leave Plan is attached to the Compensation and Benefit Plan as Attachment B.

A. COVID-Related Temporary Benefits: Employees subject to the Plan that did not use EPAL or only partially used EPAL between March 17, 2020 and April 30, 2020 are eligible for up to 120 hours of Additional Administrative Leave ("AAL"). Full time employees are eligible for up to 120 hours of AAL based on 3 weeks of regularly scheduled full time hours (40 hours per week) with part time employees eligible for a prorated amount of AAL based on 3 weeks of regularly scheduled part-time hours. AAL will be reduced proportionately by the amount of EPAL that the employee used. For example, if a full-time employee subject to the Plan partially worked between March 17, 2020 and April 30, 2020, but still utilized 60 hours of

EPAL, that employee would have 60 hours of AAL, while if a part time employee subject to the Plan that is regularly scheduled for 30 hours per week (and is thus eligible for up to 90 hours of AAL) utilized 60 hours of EPAL, that employee would have 30 hours of AAL. AAL has no cash value and must be used by December 31, 2022. Any AAL remaining on January 1, 2023 will be removed and no longer available for use.

IX. CONFIDENTIAL LEAVE

All regular full-time employees may be granted a maximum of twenty (20) hours of confidential leave with pay each fiscal year. These hours may be allocated to each employee by the employee's direct supervisor with approval by the City Manager.

All part-time employees may be granted confidential leave proportionally to the assigned work hours as allocated by the employee's direct supervisor with approval by the City Manager.

X. RETIREMENT BENEFITS

A. Classic Members

1. All regular full-time and regular part-time confidential employees who were appointed prior to January 1, 2013 and all "Classic Members" (as defined by CalPERS) are referred herein either as "Classic Members" or as "Classic".

2. Classic Members shall be provided the 2.5% at 55 formula in accordance with Government Code Section 21354.4 and the Public Employees' Pension Reform Act of 2013. In addition, Classic Members shall be provided with single year highest compensation, pre-retirement optional settlement level 2 death benefit, military service credit for prior service, and the indexed level 1959 survivor benefit options of the CalPERS pension plan.

3. All Classic Members will contribute the employee contribution rate of eight percent (8%) for the 2.5% at 55 retirement benefit.

4. Additional Contribution Towards Employer Rate

    a. In addition, if the CalPERS Miscellaneous Plan employer actuarial rate for the 2.5% at 55 formula exceeds 10.00% to a maximum of 16.936%, all Classic Members will contribute a percentage of salary towards the employer rate sufficient to equally share in the cost with the City. In the event that the employer rate for Classic Members exceeds 16.936%, the City shall be responsible for any increase above 16.936%. In subsequent years of the pay plan, if the rate over 10.00% decreases the percentage of

salary that Classic Members contribute towards the employer rate will be reduced by the above formula. Employer rate reductions below 10% will not be shared under the above formula.

b. The following is for illustrative purposes only:

If the CalPERS Miscellaneous Plan 2.5% at 55 formula employer actuarial rate increases 3.0% , each Classic Member would contribute 1.50% of their salary to pay towards the employer rate for the retirement benefit.

The City would then be responsible for matching 1.50%. If during the subsequent years of this pay plan, the rate decreased 3.0%, each Classic Member would no longer contribute the additional 1.50% of their salary towards the employer rate to pay for the retirement benefit.

B. PEPRA Members

1. Regular full-time and regular part-time confidential employees who were appointed on or after January 1, 2013 and who are "PEPRA Members" (as defined by CalPERS) will contribute half the normal cost of the 2.0% at 62 plan as required by the Public Employees' Pension Reform Act of 2013.

2. Additional Contribution Towards Employer Rate

a. In addition, PEPRA Members will contribute the same percentage for the employer rate as Classic Members pay .

b. The following is for illustrative purposes only:

If Classic Members pay 3.468% of the employer rate, PEPRA Members will pay a total of 3.468% of the employer rate. If the employee rate for PEPRA Members is 6.25%, in this example PEPRA Members would pay the 6.25% employee rate plus an additional 3.468% towards the employer rate for a total of 9.718%.

3. The City shall provide the single highest year compensation option to Classic members. The City shall provide the three-year average compensation requirement to PEPRA members.

XI. WORKING HOURS

A. Work Schedule

Regular full-time Confidential employees shall work 40 hours per week on weekdays on a 9/80 work schedule with alternating Fridays off. The City Manager may revise

the standard work schedule upon reasonable notice.

Regular part-time Confidential employees work schedules shall be determined by the Department Head and designated at 30-35 hours per week or 20-25 hours per week.

B. Flex Time

Flex time hours will be subject to prior approval of the Department Head.

C. Alternate Work Schedule

Alternatives to the 9/80 work schedule (including the voluntary 9/76 work schedule as described in Attachment D) will be subject to the approval of the City Manager and Department Head.

D. Holiday Work Schedule

1. City offices will be closed for business during the December holiday season. Non-essential employees, as determined by the City Manager, will participate in a four-day furlough. Employees in the Confidential Employee Group will be allowed to use accrued general leave, floating holiday, and/or comp time during the furlough.

2. Eligible employees on leave of absence without pay due to the furlough shall be paid holiday pay for holidays occurring during the furlough. Employees on an approved leave of absence without pay that started before December 10 and extends through or beyond December 31 will not be affected by the furlough and will not be eligible for holiday pay.

3. Employees who elect a leave of absence without pay for the furlough may request up to a four-day salary advance. The salary advance must be required by June 1 preceding the furlough. Repayment of a salary advance for the furlough may be spread over a period of time provided that:

    a. There is two weeks advance notice to payroll, and

    b. The salary advance is fully repaid no later than the last full pay period of the calendar year, so all payments occur within the same calendar and fiscal year of the furlough, and

    c. Repayments begin no earlier than July 1 of the impacted calendar year.

4. Salary advances for regular part-time employees shall be as follows:

   Schedules of 20-25 hours may receive an advance of 16 hours pay and schedules of 30-35 hours may receive an advance of 24 hours pay.

XII. OVERTIME

Work performed by non-exempt full-time employees and non-exempt regular part-time employees in excess of the forty (40) hour work week shall be considered overtime work.

Confidential employees shall be compensated for authorized overtime at time and one-half the hourly rate in the form of overtime pay. Employees may receive compensatory time off in lieu of overtime pay up to a maximum of eighty (80) hours. An employee who has accrued the maximum number of compensatory hours shall receive overtime pay for any additional overtime hours.

A. Unscheduled Overtime - Call Back Pay

An employee who has been notified less than 24 hours in advance to return to work on overtime shall receive, upon reporting, a minimum of two (2) hours work at the overtime rate, or if two (2) hours work is not furnished, a minimum of two hours pay at the overtime rate. If two (2) hours of work is not furnished and the employee is released then called back and returns to work within the same two (2) hour time period, only one minimum shall apply.

An employee who has been notified less than 24 hours in advance to return to work on overtime between 6:00 p.m. and 6:00 a.m., holidays, or scheduled days off, shall receive, upon reporting, a minimum of three (3) hours work at the overtime rate or if three (3) hours work is not furnished, a minimum of three (3) hours pay at the overtime rate. If three (3) hours of work is not furnished and the employee is released then called back and returns to work within the same (3) three hour period, only one minimum shall apply.

XIII. EDUCATIONAL REIMBURSEMENT

A. Job-related Training

1. The City Manager with a recommendation from the Department Head may

   authorize reimbursement up to 100% of the cost for professional courses and programs that are directly related to the employee's job or which will prepare the employee for advancement or acceptance of greater responsibility. A certificate of completion or a passing course grade must be attained for reimbursement.

B. Plan and Agreement for a College Degree Program

1. In addition to job-related training, the City Manager with a recommendation from the Department Head may authorize reimbursement for up to $10,000.00 of the cost for tuition fees and required text books for a college degree program directly related to the employee's job which will prepare the employee for advancement or acceptance of greater responsibility provided that the employee attains a course grade of "C" or a passing grade as defined by the degree program if that requirement is higher than a "C" grade.

2. If an employee receives more than $5,000.00 dollars during their term of employment with the City of Newark in a college degree program, the employee is required to sign an Educational Reimbursement Plan Agreement in order to qualify for and to participate in the Educational Reimbursement College Degree Program. The employee is then subject to the Educational Reimbursement Plan and Agreement for a College Degree Program as follows:

    a. Employee will maintain employment with the City of Newark for a period of five years after completion of the last class taken under the Education Reimbursement Plan; and

    b. In the event that employee leaves the City of Newark and does not complete the five year employment period, employee warrants that he/she will reimburse to the City all money paid (up to $10,000) under the Educational Reimbursement Plan as follows:

        i. 100% of money paid if the employee voluntarily leaves city employment in the first year after completion of the last class taken under the Educational Reimbursement Plan.

        ii. 80% of money paid if the employee voluntarily leaves city employment in the second year after completion of the last class taken under the Educational Reimbursement Plan.

        iii. 60% of money paid if the employee voluntarily leaves city employment in the third year after completion of the last class taken under the Educational Reimbursement Plan.

        iv. 40% of money paid if the employee voluntarily leaves city employment in the fourth year after completion of the last class taken under the Educational Reimbursement Plan.

        v. 20% of money paid if the employee voluntarily leaves city employment in the fifth year after completion of the last class taken under the Educational Reimbursement Plan.

vi. After five years following completion of the last class taken under the Educational Reimbursement Plan, employee owes no further monetary obligation to the City of Newark for participation in the Educational Reimbursement Plan.

3. To qualify for the Educational Reimbursement College Degree Program, degree program courses must be received from an accredited institution as identified on the U.S. Department of Education's List of Nationally Recognized Accrediting Agencies or the Council for Higher Education Accreditation's (CHEA) List of Participating and Recognized Organizations.

C. It is the intent of this policy that all employees, though eligible for reimbursement of expenses, shall carry out their educational programs on their own personal time. In the event that some activity of the educational program is to take place during the employee's duty hours, it shall be the responsibility of the employee to make the necessary arrangements for personal time off.

In this regard, the employee may make whatever arrangements are possible; however, the needs of the Department shall be of primary consideration in these situations.

This policy is not intended to serve as a directive to employees to conduct personal education programs beyond the programs required and/or provided by the City. The course work referred to here is that which is undertaken voluntarily by the employee and not subject to remuneration under provisions of the Fair Labor Standards Act.

XIV. RECREATION BENEFITS

Employees and their spouses or registered domestic partners and up to 2 children or grandchildren living in the same household, 26 years of age and under, may use the gym, exercise equipment and aquatic facilities (excluding classes and facility rentals) at the Silliman Community Activity and Family Aquatic Center free of charge.

Employees, their spouses or registered domestic partners, and their children and grandchildren 26 years of age and under, will receive resident rates for class registration and facility rentals.

XV. IMPLEMENTATION OF SECTION 414(h)(2) OF THE UNITED STATES INTERNAL REVENUE CODE

A. Pick-up of Employee Contributions

1. Pursuant to the provisions of this Agreement, the City shall make employee

contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the City in lieu of employee contributions.

2. Employee contributions made under paragraph 1 shall be paid from the same source of funds as used in paying the wages to affected employees.

3. Employee contributions made by the City under paragraph 1 shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.

4. The employee does not have the option to receive the City's contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system.

B. Wage Adjustment

Notwithstanding any provision in the current agreement to the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the City pursuant to the provisions hereof.

C. Limitations to Operability

Section XIV. shall be operative only as long as the City of Newark pick-up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

ATTACHMENT A

REGULAR FULL-TIME/PART-TIME CLASSIFICATIONS

Confidential Employee Group

Classifications

Accounting Technician I - Confidential

Accounting Technician II - Confidential

Administrative Assistant

Executive Assistant

Human Resources Technician

ATTACHMENT B

Salary List Effective 07/01/2022 *Monthly salaries are based on a 40-hour workweek.

SALARY RANGE SCHEDULE

ACCOUNTING TECHNICIAN I	Step Code	FY 2023	FY 2024	FY 2025
	1	$40.13	$41.33	$42.57
	2	$41.93	$43.19	$44.49
	3	$43.82	$45.13	$46.48
	4	$45.73	$47.10	$48.51
	5	$47.83	$49.26	$50.74

ACCOUNTING TECHNICIAN II	Step Code	FY 2023	FY 2024	FY 2025
	1	$44.15	$45.47	$46.83
	2	$46.12	$47.50	$48.93
	3	$48.19	$49.64	$51.13
	4	$50.30	$51.81	$53.36
	5	$52.61	$54.19	$55.82

ADMINISTRATIVE ASSISTANT	Step Code	FY 2023	FY 2024	FY 2025
	1	$40.01	$41.21	$42.45
	2	$41.98	$43.24	$44.54
	3	$44.05	$45.37	$46.73
	4	$46.24	$47.63	$49.06
	5	$48.59	$50.05	$51.55

EXECUTIVE ASSISTANT	Step Code	FY 2023	FY 2024	FY 2025
	1	$44.48	$45.81	$47.18
	2	$46.66	$48.06	$49.50
	3	$48.98	$50.45	$51.96
	4	$51.42	$52.96	$54.55
	5	$53.96	$55.58	$57.25

HUMAN RESOURCES TECHNICIAN	Step Code	FY 2023	FY 2024	FY 2025
	1	$40.86	$42.09	$43.35
	2	$42.86	$44.15	$45.47
	3	$45.00	$46.35	$47.74
	4	$47.22	$48.64	$50.10
	5	$49.59	$51.08	$52.61

ATTACHMENT C

GENERAL LEAVE PLAN
FOR CONFIDENTIAL EMPLOYEE GROUP

I. DEFINITION

General Leave is compensated leave for those eligible employees who are absent from duty because of illness, death in the family, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation.

II. APPLICABILITY

The General Leave Plan shall apply to regular full-time employees in the Confidential Employee Group. Regular part-time employees in the Confidential Group shall be eligible for prorated general leave based on actual hours worked or budgeted to work. For example, an RPT employee with one year of City service who works 35 hours per week will receive 161 hours of general leave per year. An RPT employee who works 24 hours per week will receive 110.4 hours of general leave per year. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

For payroll implementation, hours/accruals in excess of those based on a 20 or 30 hour workweek will be reimbursed to RPT employees on a quarterly basis until the process is automated.

III. GENERAL LEAVE CREDITS

A. Eligible Confidential employees shall be entitled to the following annual accrual in accordance with Section II above.

Years of Annual Completed Service	Annual Leave Accrual Full Time	RPT 30-35	RPT 20-25
1 through 9	184 hrs (23 days)	138-161 hrs	92-115 hrs
10 through 14	224 hrs (28 days)	168-196 hrs	112-140 hrs
15 through 19	240 hrs (30 days)	180-210 hrs	120-150 hrs
20 or more	264 hrs (33 days)	198-231 hrs	132-165 hrs

B. General Leave shall be accrued in working hours on a semi-monthly basis.

C. General Leave credits are not earned during periods of unpaid leave. During an absence without pay which extends more than fourteen (14) calendar days during a calendar month, the employee shall not accrue General Leave credits.

D. General Leave During First Year: Beginning on the 90th day of employment, regular employees shall be eligible to earn General Leave credits. Upon the completion of said period of service, regular full-time employees shall be credited with 46 working hours of General Leave and shall thereafter accrue General Leave at the rate of 7.6667 hours semi- monthly for the remainder of the first year and as provided in Item A, Section III, above.

Beginning on the 90th day of employment, regular part-time employees shall be credited with prorated general leave in accordance with Section II above and shall thereafter accrue prorated General Leave as provided in Item A, Section III above.

E. Maximum Accumulation: General Leave credits may be accumulated according to the following schedule:

Years of Service	FT Max. accrual	RPT 30-35	RPT 20-25
1 - 9	368 hours (46 days)	276-322 hrs	184-230 hrs
10 - 14	448 hours (56 days)	336-392 hrs	224-280 hrs
15 - 19	480 hours (60 days)	360-420 hrs	240-300 hrs
20 or more	528 hours (66 days)	396-462 hrs	264-330 hrs

When maximum accrual limits have been reached, excess General Leave credits earned shall be transferred to the Rollover Leave bank on a quarterly basis. Rollover Leave may be used in order to provide security against an employee's extended illness and may not be used for retirement service credit.

Exceptions to the maximum accrual limits may be approved by the City Manager under special circumstances. Requests to exceed maximum accrual limits must be submitted through the Department Head to the City Manager prior to reaching maximum accrual.

IV. GENERAL LEAVE IMPLEMENTATION

At the time an employee becomes eligible for General Leave, any unused leave credits shall be transitioned to General Leave as follows:

A. Vacation Leave Credits: All unused vacation leave credits shall be converted to General Leave credits on an hour-for-hour basis.

B. Sick Leave Credits: All unused sick leave credits shall be maintained in a sick leave bank to be used in accordance with the provisions of the General Leave Plan. Accrued time in the sick leave bank shall not be compensated for in any manner except as used for sick leave or retirement service credit.

C. At time of conversion to General Leave, if vacation credits exceed General Leave accrual limit, a plan shall be developed to reduce converted vacation leave credits to the General Leave accrual limits within six months. A longer period to reduce converted vacation leave credits may be approved by the City Manager under special circumstances.

V. GENERAL LEAVE USAGE

Request and Approval: Department Heads are responsible for arranging leave schedules so that adequate personnel are available to carry on city work. The use of General Leave shall require approval of the Department Head or their designee and shall be governed by the current Personnel Rules dealing with leaves unless specifically covered by this Plan document. Whenever possible, General Leave requests must be approved in advance of the days to be taken as General Leave. The procedure for requesting the use of General Leave shall be as follows:

A. General Leave (Non-medical): Any leave that can be reasonably forecast or anticipated such as vacation, care of children, personal business, etc. shall require prior approval of the Department Head, or the employee's supervisor. The time and amount of General Leave to be taken for non- medical purposes shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of the City.

B. General Leave (Medical): An unscheduled absence from work due to an employee's illness shall be referred to as General Leave for medical reasons. The Department Head may require an employee to furnish satisfactory evidence justifying the need to be absent from work for medical reasons. The provisions of A.R. 0513 on sick leave usage shall apply to employees using General Leave for medical reasons. The Department Head shall make the determination and final approval of unscheduled General Leave for medical reasons.

C. An employee may request General Leave for an unanticipated absence from work (e.g. medical, car trouble, care of children, bereavement, etc.) by notifying their supervisor within one (1) hour after the time set for reporting to work on the first day of such leave and as often thereafter as directed by their supervisor. Final approval for an unanticipated, unscheduled absence shall require Department Head approval. Failure to request an unscheduled leave in the manner described may result in lost work time charged as leave without pay or unauthorized leave of

absence. Inappropriate use of unscheduled leave may be grounds for corrective action consistent with current practice.

D. Any employee who is absent from work on an unscheduled leave shall not engage in work or other activities which will inhibit their ability to return to work at the earliest possible time.

E. Medical examination by the City's examining physician may be requested by the Department Head after prolonged, serious, or repetitious illness, injury, or major surgery. An employee's return to duty following illness or injury is subject to the approval of the Department Head or City Manager based upon medical information supplied by the employee's physician and/or the City's physician.

F. On-the-job Injury: An employee absent from work because of a temporary disability which is defined as industrial under the Workers' Compensation Act may charge General Leave credits (or unused sick leave, if approved by the City Manager) in an amount necessary to make up the difference between the employee's regular pay and the amount payable to the employee as temporary disability payments from the Workers' Compensation Insurance Plan of the City.

G. Use of General Leave When Permanently Incapacitated: General Leave shall not be used to continue employment of any employee after it has been determined that such employee is permanently incapacitated from returning to employment and is eligible for disability retirement.

H. Sick Leave Bank: A sick leave bank shall be established during the implementation of this program for each employee eligible for General Leave. When an employee becomes eligible for General Leave, any unused sick leave credits will be maintained in this account. Employees may transfer General Leave credits to their sick leave bank in accordance with Section VI of the General Leave Plan.

I. Use of Sick Leave Bank:

1. Upon approval of the City Manager, an employee whose absence is due to illness or injury which qualifies for Family Medical Leave Act (FMLA) or other legally-protected leave, may use unused sick leave balances for absences due to further illness or injury prior to using further General Leave in that fiscal year.

2. Upon approval of the City Manager, an employee whose absence is due to illness or injury for more than five (5) consecutive work days for any one occurrence may use unused sick leave balances for absences due to further illness or injury for that particular medical condition prior to using further General Leave.

3. Upon approval of the City Manager, an employee who has exhausted all General Leave credits may be granted the use of unused sick leave balances for a medical purpose. The City Manager may impose up to a five (5) workday waiting period based upon a review of the employee's General Leave usage.

VI. GENERAL LEAVE CONVERSION TO PAY OR SICK LEAVE

A. Buy-Back: Upon using one-half of General Leave credits accrued during the 12-month period from July 1 through June 30 of the prior fiscal year, a regular full-time employee may request to receive pay for up to a total of eighty (80) hours of General Leave per fiscal year (sixty (60) to seventy (70) hours for 30-35 hour employees and forty (40) to fifty (50) hours for 20-25 hour employees) in hourly increments at the current hourly salary rate. To be eligible for General Leave conversion to cash, an employee must have a minimum of 10 days (80 hours for full-time or prorated for RPT) of General Leave credits remaining after the conversion. Requests for General Leave buy-back may be made up to two times per fiscal year in October and/or April for payment on December 15 and/or June 15 or may be deferred into one of the City sponsored deferred compensation plans within IRS limitations.

For calendar year 2022 only, the total amount of general leave allowed for conversion will be increased one time to 120 hours for regular full-time employees,

Effective November 2022 – By December 1 of each calendar year, eligible employees who want to cash-out general leave in the following calendar year, shall make an irrevocable election to cash out in the next calendar year, subject to the conditions set forth below:

- For regular full-time employees: the employee may cash out up to 80 hours of general leave.
- For regular 30-35 hour part-time employees: The employee may cash out up to 60-70 hours of vacation.
- For regular 20-25 hour part-time employees: The employee may cash out up to 40-50 hours of vacation.
- To be eligible to cash out, the employee must have used at least one-half of the vacation time accrued during the 12-month period preceding December.
- Employees must have a minimum of 10 days (80 hours for full-time or prorated for part-time) remaining in general leave accruals at the time of cash out.

- Employees must submit their General Leave Buy-Back Request Form to Payroll by December 1. This is an irrevocable election by the employee.

VII. GENERAL LEAVE AT TERMINATION

A. An eligible employee whose employment with the City terminates shall be paid for any unused General Leave. Payment for unused General Leave shall be made at the hourly rate of pay in effect for such employee at the time of separation.

B. When termination is caused by the death of an employee, pay for unused General Leave shall be paid to the beneficiary the employee has designated. Such designation shall be in writing, signed by the employee and filed with the Human Resources Office. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

VII. HOLIDAYS DURING GENERAL LEAVE

When a day designated and observed by the City as a holiday occurs on a day on which an employee is taking General Leave, such employee shall not be charged as using General Leave for that day. The employee's compensation for that day shall be holiday pay.

ATTACHMENT D

VOLUNTARY 9/76 WORK SCHEDULE

Participation in the voluntary 9/76 bi-weekly work schedule program is at the discretion of the department head and the City Manager.

The election for a 9/76 bi-weekly work schedule is permanent and the position will be budgeted at 38 hours per week. This results in a corresponding five percent (5%) bi-monthly pay reduction. Any future change back to a 40 hour per week position requires approval from the department head and City Manager.

A 38-hour work week will continue to be considered full-time. Employee benefits, leave accruals, seniority and layoff displacement rights will continue to be based on a full-time work schedule.

For Confidential Group employees, any hours worked in excess of 40 hours per week will be paid at overtime rates or in compensatory time.

To request a 9/76 bi-weekly work schedule, employees should contact Human Resources for an Employee Request Form, complete the form and submit it to their supervisor or department head

EXHIBIT A

COMPENSATION AND BENEFIT PLAN

FOR THE

CITY OF NEWARK

CONFIDENTIAL EMPLOYEE GROUP

JULY 1, ~~2019~~

2022

THROUGH

JUNE 30,

~~2022~~2025

Adopted: **June 23, 2022** **~~July 11, 2019~~xxx**

Resolution No. ~~10961~~

TABLE OF CONTENTS

Section		Page
I.	Term	1
II.	Compensation	1
III.	Health and Welfare Programs	~~2~~1
IV.	Acting/Special Assignment Pay	4
V.	Proration of Holiday, General, and Bereavement Leave Accruals for Regular Part-Time Employees (RPT)	5
VI.	Holidays	5
VII.	Bereavement Leave	7
VIII.	General Leave	7
IX.	Confidential Leave	~~7~~8
X.	Retirement Benefits	8
XI.	Working Hours	9
XII.	Overtime	~~10~~11
XIII.	Educational Reimbursement	~~11~~11
~~XIII.~~XIV.	Recreation Benefits	13
~~XIV.~~XV.	Implementation of Section 414(h)(2) of the U.S. Internal Revenue Code	13

ATTACHMENTS

Attachment A - Regular Full-Time / Part-Time Classifications
Attachment ~~A.2~~B - Salary List
Attachment C~~B~~ - General Leave Plan
~~Attachment C - Recreation Benefits~~
Attachment D - Voluntary 9/76 Work Schedule

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Resolution No. ~~10961~~

COMPENSATION AND BENEFIT PLAN FOR THE CONFIDENTIAL EMPLOYEE GROUP

I. TERM

This plan shall be in effect from July 1, ~~2019~~ 2022 through June 30, ~~2022~~2025.

II. COMPENSATION

A. General Salary Increase and off-salary-schedule lump sum payment:

The salary ranges for all classifications shall be increased as follows:

a. Effective July 1, ~~2019~~2022, salary increase shall be four ~~one and one half~~ percent (~~1.5~~4.0%)
b. Effective July 1, ~~2020~~2023, salary increase shall be three ~~one and one half~~ percent (3.0~~1.5~~%)
~~c.~~ Effective July 1, ~~2021~~2023, salary increase shall be ~~one and one half~~three percent (3.0~~1.5~~%). ~~If by January 1, 2021, the City's revenues for Fiscal Year 21/22 are projected to be at least $1,250,000 less than actual revenues for Fiscal Year 20/21, the City may reconsider the ability to provide the one and one half percent (1.5%) salary increase scheduled for July 1, 2021.~~

~~All active Confidential Group Employees employed as of July 1, 2019, shall be eligible to receive an off-salary-schedule lump sum payment. The payment shall be $1,000 for full-time Confidential Group employees and pro-rated for part-time Confidential Group employees and shall be provided by no later than September 1, 2019.~~

~~The off-salary-schedule lump sum payment of $1,000 is not reportable to CalPERS, consistent with the CalPERS "Off-Salary-Schedule Pay" Circular Letter dated November 10, 2016.~~

Confidential Group classifications shall be as set forth in Attachment A.

B. With approval of the employee's department head and the City Manager, full-time Confidential Group employees may elect to participate in a voluntary 9/76 work schedule as set forth in Attachment D. As a result of the reduction from a 40 hour to a 38 hour workweek, the employee's bi-monthly pay will be reduced 5%.

C. Salary Computation:

1. Hourly equivalent of base monthly salary = base monthly salary x .0057692 (.0057692 represents the monthly salary divided by the

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average hours worked in a month).

2. Hourly equivalent of base salary at time and one-half = straight time times 1.5.

III. HEALTH AND WELFARE PROGRAMS

A. The contribution by the City toward monthly premiums for health and welfare programs of Confidential Group employees shall be the Minimum Employer Contribution as determined by CalPERS for employers under the Public Employees' Medical and Hospital Care Act (PEMHCA). In the event that an employee elects to waive participation in the Program, that amount will be paid to the employee as part of the Cash-in-Lieu benefit as provided below in Section 4. The employee shall execute a waiver in the event the employee elects not to participate in the PERS Health Benefit Program or cancel participation after enrollment.

B. The City agrees to maintain a cafeteria plan under Section 125 of the Internal Revenue Code (IRC). The cafeteria plan allows employees to voluntarily reduce salary in an amount equal to the actual premiums for the PERS Health Plan, City-administered dental insurance and/or vision insurance as a before-tax conversion of salary. In the event of changes in law affecting the Flexible Benefit Plan, the City will consider the impact of such changes before making any modification to the Flexible Benefit Plan.

~~C. Effective for the 2020 plan year, the City shall contribute to each eligible Confidential employee's cafeteria plan an amount equal to the following, minus the Minimum Employer Contribution.~~

~~Employee Only: $844~~
~~Employee + 1 Dependent: $1,687 Employee + 2 or more Dependents: $2,228~~

~~Effective for the 2021 plan year, the City shall contribute to each eligible Confidential Group employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.~~

~~Employee Only: $861~~
~~Employee + 1 Dependent: $1,721 Employee + 2 or more Dependents: $2,273~~

C. Effective for the 2022 plan year, the City shall contribute to each eligible Confidential Group employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.

Employee Only: $878
Employee + 1 Dependent: $1,755

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Employee + 2 or more Dependents: $2,318

Effective for the 2023 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular, Full-Time Employees and Regular Part-Time Employees working 30-35 hours:

Employee Only: $896
Employee + 1 Dependent: $1,7590
Employee + 2 or more Dependents: $2,364

For Regular Part-Time Employees working 20-25 hours:
Employee Only: $448-$560
Employee + 1 Dependent: $$895-$1,119
Employee + 2 or more Dependents: $$1,182-$1,478

Effective for the 2024 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular, Full-Time Employees and Regular Part-Time Employees working 30-35 hours:
Employee Only: $913
Employee + 1 Dependent: $1,826
Employee + 2 or more Dependents: $2,412

For Regular Part-Time Employees working 20-25 hours:
Employee Only: $457-$571
Employee + 1 Dependent: $913-$1,141
Employee + 2 or more Dependents: $1,206-$1,507

Effective for the 2025 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular, Full-Time Employees and Regular Part-Time Employees working 30-35 hours:

Employee Only: $932
Employee + 1 Dependent: $1,862
Employee + 2 or more Dependents: $2,460

For Regular Part-Time Employees working 20-25 hours:
Employee Only: $466-$582
Employee + 1 Dependent: $931-$1,164
Employee + 2 or more Dependents: $1,230-$1,537

D. **Cash-in-Lieu and Cafeteria Plan Cash Back:**
Employees electing not to participate in the City's cafeteria plan and waiving all medical, dental, and vision benefits, will receive $450 "cash-in-lieu" of benefits, which includes the PEMCHA minimum per section A.1 above. Employees who participate in the cafeteria plan but who do not utilize the full benefit allowance, may receive up to $450 per month of any money not used for the purchase of employer-offered benefits. Cash-in-lieu and cafeteria plan "cash back" will be paid to the employee in taxable compensation.
~~Employees may "cashout" up to $450 per month of any money not used for the purchase of employer-offered benefits. Any "cashout" will be paid to the employee in taxable compensation.~~

For Regular Part-Time Employees working 30-35 hours this amount will be $338-$394.
For Regular Part-Time Employees working 20-25 hours this amount will be $225-$281.

~~D.~~

E. All regular full time employees in the Confidential Group ~~are eligible for~~shall receive an allowance of up to $100 per month intended to be used towards the cost of health care premiums, long-term disability premiums, and/or reimbursement for medical, dental, vision, and prescription expenses. All regular part-time employees in the Confidential Group ~~are eligible for~~shall receive an allowance of up to $75 for 30- 35 hour employees and up to $50 for 20-25 hour employees. This allowance will be reported as taxable income and provided to employees based on the following criteria:

~~1. Reimbursement for health care premiums will be paid on a monthly basis up to a maximum of $100 per month for full time employees, up to a maximum of $75 for regular part-time 30-35 hour employees and up to a maximum of $50 for regular part-time 20-25 hour employees.~~

~~2. Reimbursement for health care expenses may be requested on a quarterly basis by submitting receipt or other evidence of payment~~

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~~for expenses not covered by health care insurance to the Human Resources Department during the last week of each quarter. The minimum reimbursement allowance will be $33.00 and the maximum quarter reimbursement allowance is $300.00 for full time employees, $225 for regular part-time 30-35 hour employees and $150 for regular part-time 20-25 hour employees.~~

~~3.~~ An employee must be in a paid status (on the payroll) in order to receive ~~reimbursement for health care premiums, long-term disability premiums, or health care expenses~~the allowance. During any unprotected leave of absence without pay, an employee is not eligible to receive the health care benefit allowance. ~~However, upon return from the leave of absence without pay, an eligible employee may receive reimbursement for health care premiums or health care expenses that would have been paid if the employee had continued working provided the employee returns to work within six months of the effective date of the leave of absence without pay.~~

~~4.~~1. Employees appointed to a classification covered by this Compensation Plan will be eligible for the health and welfare benefit on the first of the month coincident to or immediately following appointment.

~~5.~~2. When an employee is terminated or in an unpaid leave status, the health and welfare benefit shall be paid on a monthly pro-rata ~~basis if the employee qualified for the Health Benefit~~. To qualify for pro-rata pay, the employee must serve 50 percent of the working days in the pro-rated month ~~to qualify for full benefit described in Section III, C. 1~~.

F. The City will explore alternatives to the CalPERS health program, in the interest of offering comprehensive and competitively priced health insurance alternatives to employees.

~~G. The City shall continue to offer the State Disability Insurance (SDI) program. Employees shall pay any costs associated with the SDI program.~~

G. The City shall provide $20,000 term life insurance coverage for all Confidential employees. Effective July 1, 2022, this amount will increase to $50,000 for regular full-time and regular part-time employees. Additional life insurance can be purchased at the employee's option on an after-tax payroll deduction basis.

~~H.~~

IV. ACTING / SPECIAL ASSIGNMENT PAY

A. Employees may be assigned to perform the duties of a regular position in a higher classification on a temporary basis. Such assignments shall be termed "acting assignments" and shall be made subject to the following

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conditions:

1. Acting assignments shall be made by the department head only, with City Manager approval, and shall be made with written notification to the acting employee.

   Acting assignments that fall within the definition of “out of class assignments” per Gov. Code section 20480 of the Public Employees' Retirement Law (PERL) shall not exceed 960 hours in a fiscal year. For purposes of this section an “out of class assignment” is an appointment to an upgraded position or higher classification in a vacant position for a limited duration. For purposes of this section “vacant position” refers to a position that is vacant during recruitment for a permanent appointment. A vacant position does not refer to a position that is temporarily available due to another employee's leave of absence.

2. Acting assignments shall be made only in those instances where the acting employee is required to perform all or substantially all of the duties and responsibilities of the higher level position for which the employee is acting.

3. Confidential employees will be eligible for premium pay of 5% over base salary while acting in a higher classification when assigned and prescribed by the department head, with City Manager approval.

4. For a planned absence, acting pay shall be effective the date the employee assumes the duties of the higher position, provided he/she is designated in writing by the department head either before or after the employee begins the acting assignment.

5. For an unplanned absence, acting pay shall be paid effective five consecutive working days from the absence, provided that the employee is designated in writing by the department head to the acting assignment. Nothing in this section shall preclude the temporary assignment of an employee to perform some of the duties of a higher classification for the purpose of providing training in the work of the higher classification. Such temporary training assignment shall not constitute acting assignment within the meaning of this section.

It is understood that the provisions of this section shall not be interpreted as requiring the City to fill each temporary vacancy by an acting assignment.

B. The City agrees to pay regular full-time employees bilingual assignment pay of $100.00 per month. Regular part-time employees scheduled to work 30-35 hour per week will receive bilingual assignment pay of $75 per month and regular part-time employees scheduled to work 20-25 hours per week will receive bilingual assignment pay of $50 per month. Eligibility for

bilingual assignment pay shall be based on the provisions outlined in Administrative Regulation 0522.

V. PRORATION OF HOLIDAY, GENERAL, AND BEREAVEMENT LEAVE ACCRUALS FOR REGULAR PART-TIME EMPLOYEES (RPT)

Regular part-time employees will receive prorated holiday, general, and bereavement leave accruals based on the actual hours worked or budgeted to work. For example, an RPT employee who works 35 hours per week will receive 7 hours of pay per holiday. An RPT employee who works 24 hours per week will receive 4.8 hours of pay per holiday. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

VI. HOLIDAYS

The following days shall be recognized as municipal holidays for pay purposes for regular full-time and regular part-time employees within the Confidential

Employee Group:

- January 1, New Year's Day
- Third Monday in January, Martin Luther King, Jr. Day
- Third Monday in February, Presidents Day
- Last Monday in May, Memorial Day
- July 4, Independence Day
- First Monday in September, Labor Day
- November 11, Veterans Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- December 24, Christmas Eve Day ~~Last work day before Christmas~~
- December 25, Christmas Day
- ~~Employee's Birthday, to be taken within the fiscal year of the employee's birthday, subject to department head approval~~
- Two Floating Holidays, to be scheduled subject to department head approval

~~An employee must be employed in a classification covered by this Resolution on his/her birth date to be eligible for the birthday holiday during that fiscal year.~~

When any day recognized as a holiday by the City falls on a Sunday, the following Monday shall be considered the holiday. When any day recognized as a holiday by the City falls on a Saturday, the preceding Friday shall be considered the holiday.

The floating holiday must be scheduled and used during the fiscal year. If an employee's hire date falls between July 1 and December 31, the employee will be eligible for the floating holiday during the current fiscal year. If an employee's hire date falls between January 1 and June 30, the employee will be eligible for

the floating holiday beginning July 1, in the next fiscal year.

Holidays shall not be carried over from one fiscal year to another. Upon separation, any unused holiday cannot be converted to cash.

Regular full-time employees will receive eight (8) hours of pay for each holiday that falls on a scheduled workday.

With the continuation of the 9/80 bi-weekly work schedule, Closed Holiday Credits and debits will be calculated for each employee by Payroll and will be funded in the employee's Floating Holiday Bank on July 1 for the current fiscal year. Closed Holiday Credits are subject to all the benefits and restrictions of a Floating Holiday. They have no cash value and cannot be carried over from one fiscal year to the next fiscal year. If the employee separates from service before the end of the fiscal year, no further adjustments in the Closed Holiday Credits will be made.

If the employee does not have any accrued leave available to be charged for the additional hour(s) for the holiday, the employee shall be charged with leave without pay.

Regular part-time employees will receive pro-ration of holidays in accordance with Section V. above and as listed below:

Work Schedule	Holiday Pay
30-35 work hours	6-7 hours per holiday
20-25 work hours	4-5 hours per holiday

The regular part-time employee's Closed Holiday Credits will be determined by Payroll in the same manner as the full-time employee. The Closed Holiday Credits are prorated according to the actual hours worked or budgeted to work. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

VII. BEREAVEMENT LEAVE

Regular full-time employees may be granted up to a maximum of forty (40) hours of bereavement leave where there has been a death of a husband, wife, registered domestic partner, ~~son, daughter, stepson, stepdaughter~~, sister, brother, mother, stepmother, father, stepfather, grandparent, grandchild, grandparent-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, son- in-law, or daughter-in-law of an employee. A maximum of eighty (80) hours of bereavement leave may be granted for the death of a son, daughter, stepson, or stepdaughter.

Regular part-time employees shall be eligible for prorated bereavement leave in accordance with Section V. above and as listed below:

Work Schedule	Prorated Bereavement Leave
30-35 work hours	up to a maximum of 30-35 hours

20-25 work hours	up to a maximum of 20-25 hours

VIII. GENERAL LEAVE

The General Leave Plan shall provide compensated leave for those eligible employees who are absent from duty because of illness, death in the family not covered under bereavement leave, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation. The General Leave Plan is attached to the Compensation and Benefit Plan as Attachment B.

A. COVID-Related Temporary Benefits: Employees subject to the Plan that did not use EPAL or only partially used EPAL between March 17, 2020 and April 30, 2020 are eligible for up to 120 hours of Additional Administrative Leave ("AAL"). Full time employees are eligible for up to 120 hours of AAL based on 3 weeks of regularly scheduled full time hours (40 hours per week) with part time employees eligible for a prorated amount of AAL based on 3 weeks of regularly scheduled part-time hours. AAL will be reduced proportionately by the amount of EPAL that the employee used. For example, if a full time employee subject to the Plan partially worked between March 17, 2020 and April 30, 2020, but still utilized 60 hours of EPAL, that employee would have 60 hours of AAL, while if a part time employee subject to the Plan that is regularly scheduled for 30 hours per week (and is thus eligible for up to 90 hours of AAL) utilized 60 hours of EPAL, that employee would have 30 hours of AAL. AAL has no cash value and must be used by December 31, 2022. Any AAL remaining on January 1, 2023 will be removed and no longer available for use.

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IX. CONFIDENTIAL LEAVE

All regular full-time employees may be granted a maximum of twenty (20) hours of confidential leave with pay each fiscal year. These hours may be allocated to each employee by the employee's direct supervisor with approval by the City Manager.

All part-time employees may be granted confidential leave proportionally to the assigned work hours as allocated by the employee's direct supervisor with approval by the City Manager.

X. RETIREMENT BENEFITS

A. Classic Members

1. All regular full-time and regular part-time confidential employees who were appointed prior to January 1, 2013 and all "Classic Members" (as defined by CalPERS) are referred herein either as "Classic Members" or as "Classic".

2. Classic Members shall be provided the 2.5% at 55 formula in accordance with Government Code Section 21354.4 and the Public Employees' Pension Reform Act of 2013. In addition, Classic Members shall be provided with single year highest compensation,

pre-retirement optional settlement level 2 death benefit, military service credit for prior service, and the indexed level 1959 survivor benefit options of the CalPERS pension plan.

3. All Classic Members will contribute the employee contribution rate of eight percent (8%) for the 2.5% at 55 retirement benefit.

4. Additional Contribution Towards Employer Rate

   a. In addition, if the CalPERS Miscellaneous Plan employer actuarial rate for the 2.5% at 55 formula exceeds 10.00% to a maximum of 16.936%, all Classic Members will contribute a percentage of salary towards the employer rate sufficient to equally share in the cost with the City. In the event that the employer rate for Classic Members exceeds 16.936%, the City shall be responsible for any increase above 16.936%. In subsequent years of the pay plan, if the rate over 10.00% decreases the percentage of salary that Classic Members contribute towards the employer rate will be reduced by the above formula. Employer rate reductions below 10% will not be shared under the above formula.

   b. The following is for illustrative purposes only:

      If the CalPERS Miscellaneous Plan 2.5% at 55 formula employer actuarial rate increase~~d~~s 3.0% ~~from 10.00% to 13.00%~~, each Classic Member would contribute 1.50% of ~~his/her~~their salary to pay towards the employer rate for the retirement benefit.

      The City would then be responsible for matching 1.50%. If during the subsequent years of this pay plan, the rate decreased ~~from 13.00% to 11.00%,~~3.0%, each Classic Member would no longer contribute the additional 1.50% of ~~his/her~~their~~,~~ salary towards the employer rate to pay for the retirement benefit.

B. PEPRA Members

1. Regular full-time and regular part-time confidential employees who were appointed on or after January 1, 2013 and who are “PEPRA Members” (as defined by CalPERS) will contribute half the normal cost of the 2.0% at 62 plan as required by the Public Employees’ Pension Reform Act of 2013.

2. Additional Contribution Towards Employer Rate

   a. In addition, PEPRA Members will contribute the same percentage for the employer rate as Classic Members pay ~~(currently 3.468%) for a current total of 9.718%~~.

   b. The following is for illustrative purposes only:

If Classic Members pay 3.468% of the employer rate, PEPRA Members will pay a total of 3.468% of the employer rate. If the employee rate for PEPRA Members is 6.25%, in this example PEPRA Members would pay the 6.25% employee rate plus an additional 3.468% towards the employer rate for a total of 9.718%.

3. The City shall provide the single highest year compensation option to Classic members. The City shall provide the three-year average compensation requirement to PEPRA members.

XI. WORKING HOURS

A. Work Schedule

Regular full-time Confidential employees shall work 40 hours per week on weekdays on a 9/80 work schedule with alternating Fridays off. The City Manager may revise the standard work schedule upon reasonable notice.

Regular part-time Confidential employees work schedules shall be determined by the Department Head and designated at 30-35 hours per week or 20-25 hours per week.

B. Flex Time

Flex time hours will be subject to prior approval of the Department Head.

C. Alternate Work Schedule

Alternatives to the 9/80 work schedule (including the voluntary 9/76 work schedule as described in Attachment D) will be subject to the approval of the City Manager and Department Head.

D. Holiday Work Schedule

1. City offices will be closed for business during the December holiday season. Non-essential employees, as determined by the City Manager, will participate in a four-day furlough. Employees in the Confidential Employee Group will be allowed to use accrued general leave, floating holiday, ~~birthday holiday~~ and/or comp time during the furlough.

2. Eligible employees on leave of absence without pay due to the furlough shall be paid holiday pay for holidays occurring during the furlough. Employees on an approved leave of absence without pay that started before December 10 and extends through or beyond December 31 will not be affected by the furlough and will not be eligible for holiday pay.

3. Employees who elect a leave of absence without pay for the furlough may request up to a four-day salary advance. The salary advance must be required by June 1 preceding the furlough. Repayment of a salary advance for the furlough may be spread over a period of time provided that:

   a. There is two weeks advance notice to payroll, and
   b. The salary advance ~~for a given fiscal year~~ is fully repaid no later than the last full pay period of the calendar year, so all payments occur within the same calendar and fiscal year of the furlough ~~by May 31 of that fiscal year~~, and
   c. Repayments begin no ~~later~~ earlier than ~~January~~ July 1 of the ~~fiscal~~ impacted calendar year.

4. Salary advances for regular part-time employees shall be as follows: Schedules of 20-25 hours may receive an advance of 16 hours pay and schedules of 30-35 hours may receive an advance of 24 hours pay.

XII. OVERTIME

Work performed by non-exempt full-time employees and non-exempt regular part-time employees in excess of the forty (40) hour work week shall be considered overtime work.

Confidential employees shall be compensated for authorized overtime at time and one-half the hourly rate in the form of overtime pay. Employees may receive compensatory time off in lieu of overtime pay up to a maximum of eighty (80) hours. An employee who has accrued the maximum number of compensatory hours shall receive overtime pay for any additional overtime hours.

A. Unscheduled Overtime - Call Back Pay

An employee who has been notified less than 24 hours in advance to return to work on overtime shall receive, upon reporting, a minimum of two (2) hours work at the overtime rate, or if two (2) hours work is not furnished, a minimum of two hours pay at the overtime rate. If two (2) hours of work is not furnished and the employee is released then called back and returns to work within the same two (2) hour time period, only one minimum shall apply.

An employee who has been notified less than 24 hours in advance to return to work on overtime between 6:00 p.m. and 6:00 a.m., holidays, or scheduled days off, shall receive, upon reporting, a minimum of three (3) hours work at the overtime rate or if three (3) hours work is not furnished, a minimum of three (3) hours pay at the overtime rate. If three (3) hours of work is not furnished and the employee is released then called back and returns to work within the same (3) three hour period, only one minimum shall apply.

XIII. EDUCATIONAL REIMBURSEMENT

A. Job-related Training

1. The City Manager with a recommendation from the Department Head may authorize reimbursement up to 100% of the cost for professional courses and programs that are directly related to the employee's job or which will prepare the employee for advancement or acceptance of greater responsibility. A certificate of completion or a passing course grade must be attained for reimbursement.

B. Plan and Agreement for a College Degree Program

1. In addition to job-related training, the City Manager with a recommendation from the Department Head may authorize reimbursement for up to $10,000.00 of the cost for tuition fees and required text books for a college degree program directly related to the employee's job which will prepare the employee for advancement or acceptance of greater responsibility provided that the employee attains a course grade of "C" or a passing grade as defined by the degree program if that requirement is higher than a "C" grade.

2. If an employee receives more than $5,000.00 dollars during ~~his/her~~their term of employment with the City of Newark in a college degree program, the employee is required to sign an Educational Reimbursement Plan Agreement in order to qualify for and to participate in the Educational Reimbursement College Degree Program. The employee is then subject to the Educational Reimbursement Plan and Agreement for a College Degree Program as follows:

   a. Employee will maintain employment with the City of Newark for a period of five years after completion of the last class taken under the Education Reimbursement Plan; and

   b. In the event that employee leaves the City of Newark and does not complete the five year employment period, employee warrants that he/she will reimburse to the City all money paid (up to $10,000) under the Educational Reimbursement Plan as follows:

      i. 100% of money paid if the employee voluntarily leaves city employment in the first year after completion of the last class taken under the Educational Reimbursement Plan.

      ii. 80% of money paid if the employee voluntarily leaves city employment in the second year after completion of the last class taken under the Educational Reimbursement Plan.

      iii. 60% of money paid if the employee voluntarily leaves city employment in the third year after completion of the last class taken under the Educational Reimbursement Plan.

iv. 40% of money paid if the employee voluntarily leaves city employment in the fourth year after completion of the last class taken under the Educational Reimbursement Plan.

v. 20% of money paid if the employee voluntarily leaves city employment in the fifth year after completion of the last class taken under the Educational Reimbursement Plan.

vi. After five years following completion of the last class taken under the Educational Reimbursement Plan, employee owes no further monetary obligation to the City of Newark for participation in the Educational Reimbursement Plan.

3. To qualify for the Educational Reimbursement College Degree Program, degree program courses must be received from an accredited institution as identified on the U.S. Department of Education's List of Nationally Recognized Accrediting Agencies or the Council for Higher Education Accreditation's (CHEA) List of Participating and Recognized Organizations.

C. It is the intent of this policy that all employees, though eligible for reimbursement of expenses, shall carry out their educational programs on their own personal time. In the event that some activity of the educational program is to take place during the employee's duty hours, it shall be the responsibility of the employee to make the necessary arrangements for personal time off.

In this regard, the employee may make whatever arrangements are possible; however, the needs of the Department shall be of primary consideration in these situations.

This policy is not intended to serve as a directive to employees to conduct personal education programs beyond the programs required and/or provided by the City. The course work referred to here is that which is undertaken voluntarily by the employee and not subject to remuneration under provisions of the Fair Labor Standards Act.

XIV. RECREATION BENEFITS:

Employees and their spouses or registered domestic partners and up to 2 children or grandchildren living in the same household, 26 years of age and under, may use the gym, exercise equipment and aquatic facilities (excluding classes and facility rentals) at the Silliman Community Activity and Family Aquatic Center free of charge.

Employees, their spouses or registered domestic partners, and their children and grandchildren 26 years of age and under, will receive resident rates for class registration and facility rentals.

~~XIV.~~XV. IMPLEMENTATION OF SECTION 414(h)(2) OF THE UNITED STATES INTERNAL REVENUE CODE

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A. Pick-up of Employee Contributions

1. Pursuant to the provisions of this Agreement, the City shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the City in lieu of employee contributions.

2. Employee contributions made under paragraph 1 shall be paid from the same source of funds as used in paying the wages to affected employees.

3. Employee contributions made by the City under paragraph 1 shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.

4. The employee does not have the option to receive the City's contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system.

B. Wage Adjustment

Notwithstanding any provision in the current agreement to the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the City pursuant to the provisions hereof.

C. Limitations to Operability

Section XIV. shall be operative only as long as the City of Newark pick-up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

ATTACHMENT A

REGULAR FULL-TIME/PART-TIME CLASSIFICATIONS

Confidential Employee Group

Classifications

Accounting Technician I - Confidential

Accounting Technician II - Confidential

Administrative Assistant

Executive Assistant

Human Resources Technician

~~Legal Assistant~~

~~Project/Administrative Assistant~~

ATTACHMENT A.2

Salary List Effective 07/01/2019 *Monthly salaries are based on a 40-hour workweek.

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ACCT TECH I - CONFIDENTIAL	$6,590.23 $38.02	$6,885.56 $39.72	$7,194.04 $41.50	$7,509.11 $43.32	$7,853.84 $45.31
ACCT TECH II - CONFIDENTIAL	$7,248.93 $41.82	$7,573.89 $43.70	$7,913.11 $45.65	$8,260.03 $47.65	$8,639.87 $49.85
ADMINISTRATIVE ASSISTANT	$6,569.37 $37.90	$6,893.24 $39.77	$7,234.66 $41.74	$7,592.56 $43.80	$7,977.89 $46.03
EXECUTIVE ASSISTANT	$7,303.82 $42.14	$7,661.72 $44.20	$8,042.66 $46.40	$8,442.26 $48.71	$8,860.53 $51.12
HUMAN RESOURCES TECH	$6,708.80 $38.70	$7,038.15 $40.60	$7,389.45 $42.63	$7,752.83 $44.73	$8,142.56 $46.98
LEGAL ASSISTANT	$6,570.21 $37.90	$6,892.37 $39.76	$7,234.96 $41.74	$7,591.80 $43.80	$7,977.21 $46.02
PROJECT/ADMIN ASSISTANT	$6,897.85 $39.80	$7,237.90 $41.76	$7,596.39 $43.83	$7,972.19 $45.99	$8,376.78 $48.33

ATTACHMENT ~~A.2~~B

Salary List Effective 07/01/202~~0~~2 *Monthly salaries are based on a 40-hour workweek.

ACCOUNTING TRECHNICIAN I	*Step Code*	*FY 2023*	*FY 2024*	*FY 2025*
	1	$40.13	$41.33	$42.57
	2	$41.93	$43.19	$44.49
	3	$43.82	$45.13	$46.48
	4	$45.73	$47.10	$48.51
	5	$47.83	$49.26	$50.74

ACCOUNTING TRECHNICIAN II	*Step Code*	*FY 2023*	*FY 2024*	*FY 2025*
	1	$44.15	$45.47	$46.83
	2	$46.12	$47.50	$48.93
	3	$48.19	$49.64	$51.13
	4	$50.30	$51.81	$53.36
	5	$52.61	$54.19	$55.82

ADMINISTRATIVE ASSISTANT	*Step Code*	*FY 2023*	*FY 2024*	*FY 2025*
	1	$40.01	$41.21	$42.45
	2	$41.98	$43.24	$44.54
	3	$44.05	$45.37	$46.73
	4	$46.24	$47.63	$49.06
	5	$48.59	$50.05	$51.55

EXECUTIVE ASSISTANT	*Step Code*	*FY 2023*	*FY 2024*	*FY 2025*
	1	$44.48	$45.81	$47.18
	2	$46.66	$48.06	$49.50
	3	$48.98	$50.45	$51.96
	4	$51.42	$52.96	$54.55
	5	$53.96	$55.58	$57.25

HUMAN RESOURCES TECH	*Step Code*	*FY 2023*	*FY 2024*	*FY 2025*
	1	$40.86	$42.09	$43.35
	2	$42.86	$44.15	$45.47
	3	$45.00	$46.35	$47.74
	4	$47.22	$48.64	$50.10
	5	$49.59	$51.08	$52.61

~~Classification~~	~~STEP 1~~	~~STEP 2~~	~~STEP 3~~	~~STEP 4~~	~~STEP 5~~
~~ACCT TECH I - CONFIDENTIAL~~	~~$6,689.09~~ ~~$38.59~~	~~$6,988.84~~ ~~$40.32~~	~~$7,301.95~~ ~~$42.13~~	~~$7,621.75~~ ~~$43.97~~	~~$7,971.64~~ ~~$45.99~~
~~ACCT TECH II - CONFIDENTIAL~~	~~$7,357.66~~ ~~$42.45~~	~~$7,687.50~~ ~~$44.35~~	~~$8,031.81~~ ~~$46.34~~	~~$8,383.93~~ ~~$48.37~~	~~$8,769.47~~ ~~$50.59~~
~~ADMINISTRATIVE ASSISTANT~~	~~$6,667.91~~ ~~$38.47~~	~~$6,996.64~~ ~~$40.37~~	~~$7,343.18~~ ~~$42.36~~	~~$7,706.44~~ ~~$44.46~~	~~$8,097.56~~ ~~$46.72~~
~~EXECUTIVE ASSISTANT~~	~~$7,413.38~~ ~~$42.77~~	~~$7,776.64~~ ~~$44.87~~	~~$8,163.30~~ ~~$47.10~~	~~$8,568.90~~ ~~$49.44~~	~~$8,993.44~~ ~~$51.88~~
~~HUMAN RESOURCES TECH~~	~~$6,809.44~~ ~~$39.29~~	~~$7,143.72~~ ~~$41.21~~	~~$7,500.30~~ ~~$43.27~~	~~$7,869.13~~ ~~$45.40~~	~~$8,264.70~~ ~~$47.68~~
~~LEGAL ASSISTANT~~	~~$6,668.76~~ ~~$38.47~~	~~$6,995.75~~ ~~$40.36~~	~~$7,343.49~~ ~~$42.37~~	~~$7,705.68~~ ~~$44.46~~	~~$8,096.87~~ ~~$46.71~~
~~PROJECT/ADMIN ASSISTANT~~	~~$7,001.32~~ ~~$40.39~~	~~$7,346.47~~ ~~$42.38~~	~~$7,710.34~~ ~~$44.48~~	~~$8,091.77~~ ~~$46.68~~	~~$8,502.44~~ ~~$49.05~~

ATTACHMENT A.2

Salary List Effective 07/01/2021 *Monthly salaries are based on a 40-hour workweek.

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ACCT TECH I - CONFIDENTIAL	$6,789.42 $39.17	$7,093.67 $40.92	$7,411.48 $42.76	$7,736.08 $44.63	$8,091.22 $46.68
ACCT TECH II - CONFIDENTIAL	$7,468.03 $43.08	$7,802.81 $45.02	$8,152.29 $47.03	$8,509.69 $49.09	$8,901.01 $51.35
ADMINISTRATIVE ASSISTANT	$6,767.93 $39.05	$7,101.59 $40.97	$7,453.32 $43.00	$7,822.04 $45.13	$8,219.02 $47.42
EXECUTIVE ASSISTANT	$7,524.58 $43.41	$7,893.29 $45.54	$8,285.75 $47.80	$8,697.43 $50.18	$9,128.34 $52.66
HUMAN RESOURCES TECH	$6,911.58 $39.87	$7,250.88 $41.83	$7,612.80 $43.92	$7,987.16 $46.08	$8,388.67 $48.40
LEGAL ASSISTANT	$6,768.79 $39.05	$7,100.69 $40.97	$7,453.64 $43.00	$7,821.27 $45.12	$8,218.32 $47.41
PROJECT/ADMIN ASSISTANT	$7,106.34 $41.00	$7,456.67 $43.02	$7,825.99 $45.15	$8,213.14 $47.38	$8,629.97 $49.79

ATTACHMENT B

GENERAL LEAVE PLAN
FOR CONFIDENTIAL EMPLOYEE GROUP

I. DEFINITION

General Leave is compensated leave for those eligible employees who are absent from duty because of illness, death in the family, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation.

II. APPLICABILITY

The General Leave Plan shall apply to regular ~~full-time~~full-time employees in the Confidential Employee Group. Regular part-time employees in the Confidential Group shall be eligible for prorated general leave based on actual hours worked or budgeted to work. For example, an RPT employee with one year of City service who works 35 hours per week will receive 161 hours of general leave per year. An RPT employee who works 24 hours per week will receive 110.4 hours of general leave per year. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

For payroll implementation, hours/accruals in excess of those based on a 20 or 30 hour workweek will be reimbursed to RPT employees on a quarterly basis until the process is automated.

III. GENERAL LEAVE CREDITS

A. Eligible Confidential employees shall be entitled to the following annual accrual in accordance with Section II above.

Years of Annual Completed Service	Annual Leave Accrual Full Time	RPT 30-35	RPT 20-25
1 through 9	184 hrs (23 days)	138-161 hrs	92-115 hrs
10 through 14	224 hrs (28 days)	168-196 hrs	112-140 hrs
15 through 19	240 hrs (30 days)	180-210 hrs	120-150 hrs
20 or more	264 hrs (33 days)	198-231 hrs	132-165 hrs

B. General Leave shall be accrued in working hours on a semi-monthly basis.

C. General Leave credits are not earned during periods of unpaid leave. During an absence without pay which extends more than fourteen (14)

calendar days during a calendar month, the employee shall not accrue General Leave credits.

D. General Leave During First Year: Beginning on the 90th day of employment, regular employees shall be eligible to earn General Leave credits. Upon the completion of said period of service, regular full time employees shall be credited with 46 working hours of General Leave and shall thereafter accrue General Leave at the rate of 7.6667 hours semi-monthly for the remainder of the first year and as provided in Item A, Section III, above.

Beginning on the 90th day of employment, regular part-time employees shall be credited with prorated general leave in accordance with Section II above and shall thereafter accrue prorated General Leave as provided in Item A, Section III above.

E. Maximum Accumulation: General Leave credits may be accumulated according to the following schedule:

Years of Service	FT Max. accrual	RPT 30-35	RPT 20-25
1 - 9	368 hours (46 days)	276-322 hrs	184-230 hrs
10 - 14	448 hours (56 days)	336-392 hrs	224-280 hrs
15 - 19	480 hours (60 days)	360-420 hrs	240-300 hrs
20 or more	528 hours (66 days)	396-462 hrs	264-330 hrs

When maximum accrual limits have been reached, excess General Leave credits earned shall be transferred to the Rollover Leave bank on a quarterly basis. Rollover Leave may be used in order to provide security against an employee's extended illness and may not be used for retirement service credit.

Exceptions to the maximum accrual limits may be approved by the City Manager under special circumstances. Requests to exceed maximum accrual limits must be submitted through the Department Head to the City Manager prior to reaching maximum accrual.

IV. GENERAL LEAVE IMPLEMENTATION

At the time an employee becomes eligible for General Leave, any unused leave credits shall be transitioned to General Leave as follows:

A. Vacation Leave Credits: All unused vacation leave credits shall be converted to General Leave credits on an hour-for-hour basis.

B. Sick Leave Credits: All unused sick leave credits shall be maintained in a sick leave bank to be used in accordance with the provisions of the General Leave Plan. Accrued time in the sick leave bank shall not be compensated for in any manner except as used for sick leave or retirement service credit.

C. At time of conversion to General Leave, if vacation credits exceed General Leave accrual limit, a plan shall be developed to reduce converted vacation leave credits to the General Leave accrual limits within six months. A longer period to reduce converted vacation leave credits may be approved by the City Manager under special circumstances.

V. GENERAL LEAVE USAGE

Request and Approval: Department Heads are responsible for arranging leave schedules so that adequate personnel are available to carry on city work. The use of General Leave shall require approval of the Department Head or ~~his/her~~their designee and shall be governed by the current Personnel Rules dealing with leaves unless specifically covered by this Plan document. Whenever possible, General Leave requests must be approved in advance of the days to be taken as General Leave. The procedure for requesting the use of General Leave shall be as follows:

A. General Leave (Non-medical): Any leave that can be reasonably forecast or anticipated such as vacation, care of children, personal business, etc. shall require prior approval of the Department Head, or the employee's supervisor. The time and amount of General Leave to be taken for non-medical purposes shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of the City.

B. General Leave (Medical): An unscheduled absence from work due to an employee's illness shall be referred to as General Leave for medical reasons. The Department Head may require an employee to furnish satisfactory evidence justifying the need to be absent from work for medical reasons. The provisions of A.R. 0513 on sick leave usage shall apply to employees using General Leave for medical reasons. The Department Head shall make the determination and final approval of unscheduled General Leave for medical reasons.

C. An employee may request General Leave for an unanticipated absence from work (e.g. medical, car trouble, care of children, bereavement, etc.) by notifying ~~his/he~~their~~r~~ supervisor within one (1) hour after the time set for reporting to work on the first day of such leave and as often thereafter as directed by ~~his/her~~their supervisor. Final approval for an

unanticipated,unscheduled absence shall require Department Head approval. Failure to request an unscheduled leave in the manner described may result in lost work time charged as leave without pay or unauthorized leave of absence. Inappropriate use of unscheduled leave may be grounds for corrective action consistent with current practice.

D. Any employee who is absent from work on an unscheduled leave shall not engage in work or other activities which will inhibit ~~his/her~~their ability to return to work at the earliest possible time.

E. Medical examination by the City's examining physician may be requested by the Department Head after prolonged, serious, or repetitious illness, injury, or major surgery. An employee's return to duty following illness or injury is subject to the approval of the Department Head or City Manager based upon medical information supplied by the employee's physician and/or the City's physician.

F. On-the-job Injury: An employee absent from work because of a temporary disability which is defined as industrial under the Workers' Compensation Act may charge General Leave credits (or unused sick leave, if approved by the City Manager) in an amount necessary to make up the difference between the employee's regular pay and the amount payable to the employee as temporary disability payments from the Workers' Compensation Insurance Plan of the City.

G. Use of General Leave When Permanently Incapacitated: General Leave shall not be used to continue employment of any employee after it has been determined that such employee is permanently incapacitated from returning to employment and is eligible for disability retirement.

H. Sick Leave Bank: A sick leave bank shall be established during the implementation of this program for each employee eligible for General Leave. When an employee becomes eligible for General Leave, any unused sick leave credits will be maintained in this account. Employees may transfer General Leave credits to their sick leave bank in accordance with Section VI of the General Leave Plan.

I. Use of Sick Leave Bank:

1. Upon approval of the City Manager, an employee whose absence is due to illness or injury which qualifies for Family Medical Leave Act (FMLA) or other legally-protected leave, ~~for more than eight (8) cumulative work days during any fiscal year~~ may use unused sick leave balances for absences due to further illness or injury prior to using further General Leave in that fiscal year.

2. Upon approval of the City Manager, an employee whose absence is due to illness or injury for more than five (5) consecutive work days for any one occurrence may use unused sick leave balances for absences due to further illness or injury for that particular medical condition prior to using further General Leave.

3. Upon approval of the City Manager, an employee who has exhausted all General Leave credits may be granted the use of unused sick leave balances for a medical purpose. The City Manager may impose up to a five (5) workday waiting period based upon a review of the employee's General Leave usage.

VI. GENERAL LEAVE CONVERSION TO PAY OR SICK LEAVE

A. Buy-Back: Upon using one-half of General Leave credits accrued during the 12-month period from July 1 through June 30 of the prior fiscal year, a regular full-time employee may request to receive pay for up to a total of eighty (80) hours of General Leave per fiscal year (sixty (60) to seventy (70) hours for 30-35 hour employees and forty (40) to fifty (50) hours for 20-25 hour employees) in hourly increments at the current hourly salary rate. To be eligible for General Leave conversion to cash, an employee must have a minimum of 10 days (80 hours for full-time or prorated for RPT) of General Leave credits remaining after the conversion. Requests for General Leave buy-back may be made up to two times per fiscal year in October and/or April for payment on December 15 and/or June 15 or may be deferred into one of the City sponsored deferred compensation plans within IRS limitations.

For calendar year 2022 only, the total amount of general leave allowed for conversion will be increased one time to 120 hours for regular full-time employees.

Effective November 2022 –
By December 1 of each calendar year, eligible employees who want to cash-out general leave in the following calendar year, shall make an irrevocable election to cash out in the next calendar year, subject to the conditions set forth below:

- For regular full-time employees: the employee may cash out up to 80 hours of general leave.
- For regular 30-35 hour part-time employees: The employee may cash out up to 60-70 hours of vacation.
- For regular 20-25 hour part-time employees: The employee may cash out up to 40-50 hours of vacation.
- To be eligible to cash out, the employee must have used at least one-half of the vacation time accrued during the 12-month period preceding December.
- Employees must have a minimum of 10 days (80 hours for full-time or prorated for part-time) remaining in general leave accruals at the time of cash out.
- Employees must submit their General Leave Buy-Back Request Form to Payroll by December

1. This is an irrevocable election by the employee.

VII. GENERAL LEAVE AT TERMINATION

A. An eligible employee whose employment with the City terminates shall be paid for any unused General Leave. Payment for unused General Leave shall be made at the hourly rate of pay in effect for such employee at the time of separation.

B. When termination is caused by the death of an employee, pay for unused General Leave shall be paid to the beneficiary the employee has designated. Such designation shall be in writing, signed by the employee and filed with the Human Resources Office. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

VII. HOLIDAYS DURING GENERAL LEAVE

When a day designated and observed by the City as a holiday occurs on a day on which an employee is taking General Leave, such employee shall not be charged as using General Leave for that day. The employee's compensation for that day shall be holiday pay.

~~**ATTACHMENT C**~~

~~**RECREATION BENEFITS**~~

~~I. Employees and their spouses or registered domestic partners and up to 2 children or grandchildren living in the same household, 26 years of age and under, may use the gym, exercise equipment and aquatic facilities (excluding classes and facility rentals) at the Silliman Community Activity and Family Aquatic Center free of charge.~~

~~II. Employees, their spouses or registered domestic partners, and their children and grandchildren 26 years of age and under, will receive resident rates for class registration and facility rentals.~~

ATTACHMENT C~~D~~

VOLUNTARY 9/76 WORK SCHEDULE

Participation in the voluntary 9/76 bi-weekly work schedule program is at the discretion of the department head and the City Manager.

The election for a 9/76 bi-weekly work schedule is permanent and the position will be budgeted at 38 hours per week. This results in a corresponding five percent (5%) bi-monthly pay reduction. Any future change back to a 40 hour per week position requires approval from the department head and City Manager.

A 38 hour work week will continue to be considered full-time. Employee benefits, leave accruals, seniority and layoff displacement rights will continue to be based on a full-time work schedule.

For Confidential Group employees, any hours worked in excess of 40 hours per week will be paid at overtime rates or in compensatory time.

To request a 9/76 bi-weekly work schedule, employees should contact Human Resources for an Employee Request Form, complete the form and submit it to their supervisor or department head.

~~CITY OF NEWARK, CALIFORNIA~~

~~To: Employees Subject to Compensation and Benefit Plan for the City of Newark Confidential Employee Group~~

~~From: David Benoun, City Manager~~
~~Lenka Hovorka, Assistant City Manager Date: May 14, 2020~~

~~This will serve as a Compensation and Benefit Plan Modification for employees subject to the Compensation and Benefit Plan for the City of Newark Confidential Employee Group, dated July 11, 2019 (the "Plan"). The purpose of this modification is to address changed conditions as a result of the COVID-19 pandemic and necessary reductions and revisions to service delivery within the City as a result. This modification will become effective upon approval by the City Council.~~

~~Due to the COVID-19 pandemic, the following entities and individuals have taken the actions identified below:~~

- ~~On January 31, 2020, the United States Department of Public Health and Human Services Secretary declared a public emergency.~~

- ~~On March 4, 2020, the Governor of the State of California declared a state of emergency in the State of California.~~

- ~~On March 1, 2020, the Alameda County Health Officer declared a local health emergency and on March 10, 2020, the Alameda County Board of Supervisors ratified the declaration of a local health emergency.~~

- ~~On March 11, 2020, the World Health Organization declared COVID-19 a pandemic.~~

- ~~On March 13, 2020, the President of the United States declared a state of national emergency.~~

- ~~On March 16, 2020, the Newark City Manager, acting in his capacity as the Director of Emergency Services, proclaimed the existence of a local emergency and on March 17, 2020, the City Council ratified and confirmed the proclamation of the existence of a local emergency.~~

~~On March 16, 2020, the Alameda County Public Health Officer issued an Executive Order directing the public to shelter at their place of residence except under certain limited circumstances (the "SIP"). The Alameda County Public Health Officer has since extended and modified th'el SIP. Additionally, the Governor of the State of California has issued a statewide Executive Order directing the public to shelter at their place of residence.~~

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The City has reduced activity and services in response to the SIP, the emergency declarations and the COVID-19 pandemic. The City granted employees that were unable to perform their regular duties emergency paid administrative leave beginning March 17, 2020 ("EPAL").

This modification is to provide the following in addition to benefits and compensation outlined in the Plan.

Use of Federal Leaves: Beginning April 30, 2020, the City stopped providing EPAL and employees subject to the Plan that were unable to work and were thus required to shelter in place had access, and agreed to utilize, up to 80 hours of Emergency Paid Sick Leave.
Employees subject to the Plan that were unable to work because they needed to care for a child whose school closed or child care was unavailable became eligible to utilize Emergency Family Leave. These benefits will be available through December 31, 2020 provided that the employee meets the eligibility requirements for the programs as established by federal law.

Alternate Work and Use of Leave: This below provision is in effect through December 31, 2020 or an earlier date as determined by the City. The City will endeavor to provide alternate work assignments, as deemed necessary and appropriate by the City, for employees subject to the Plan that are unable to perform their regular duties. Along with the use of applicable federal leaves, employees subject to the Plan for whom no appropriate alternate work assignments can be provided by the City will utilize accrued leave balances.

Negative General Leave: Employees subject to the Plan that exhaust general leave prior to December 31, 2020 or an earlier date as determined by the City, and have no confidential leave remaining, will be allowed to accrue a negative general leave balance of up to 40 hours (pro-rated for part-time employees to equal one week of regularly scheduled hours). The negative balance will be replenished with future accruals.

Temporary Suspension of Maximum General Leave Accrual: The maximum accumulation of general leave credits identified in Attachment B, Section III.E of the Plan is temporarily suspended for any excess general leave credits accumulated between March 16, 2020 and through March 15, 2021. Employees subject to the Plan will have until March 15, 2022 to utilize any excess general leave hours pursuant to the Plan. Any excess general leave accruals remaining on March 16, 2022 will be cashed out on the first pay period following the pay period including March 16, 2022.

Employees That Did Not Use EPAL: Employees subject to the Plan that did not use EPAL or only partially used EPAL between March 17, 2020 and April 30, 2020 are eligible for up to 120 hours of Additional Administrative Leave ("AAL"). Full time employees are eligible for up to 120 hours of AAL based on 3 weeks of regularly scheduled full time hours (40 hours per week) with part time employees eligible for a prorated amount of AAL based on 3 weeks of regularly scheduled part-time hours. AAL will be reduced proportionately by the amount ofEPAL that the employee used. For example, if a full time employee subject to the Plan partially worked between March 17, 2020 and April 30, 2020, but still utilized 60 hours ofEPAL, that employee would have 60 hours of AAL, while if a part time employee subject to the Plan that is regularly scheduled for 30 hours per week (and is thus eligible for up to 90 hours of AAL) utilized 60 hours of EPAL, that employee would have 30 hours of AAL. AAL has no cash value and must be used by December 31, 2022. Any AAL remaining on January 1, 2023 will be removed and no longer available for use.

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CITY OF NEWARK, CALIFORNIA

To: Employees Subject to Compensation and Benefit Plan for the City of Newark Confidential Employee Group

From: David Benoun, City Manager
Lenka Hovorka, Assistant City Manager Date: June 25, 2020

This will serve as a Compensation and Benefit Plan Modification for employees subject to the Compensation and Benefit Plan for the City of Newark Confidential Employee Group, dated July 11, 2019 (the "Plan"). The purpose of this modification is to address changed circumstances as a result of significant economic impacts and impacts to the City's budget and financial circumstances due to the COVID-19 pandemic. This modification will become effective upon approval by the City Council.

Due to the COVID-19 pandemic, the following entities and individuals have taken the actions identified below:

On January 31, 2020, the United States Department of Public Health and Human Services Secretary declared a public emergency.

On March 4, 2020, the Governor of the State of California declared a state of emergency in the State of California.

On March 1, 2020, the Alameda County Health Officer declared a local health emergency and on March 10, 2020, the Alameda County Board of Supervisors ratified the declaration of a local health emergency.

On March 11, 2020, the World Health Organization declared COVID-19 a pandemic.

On March 13, 2020, the President of the United States declared a state of national emergency.

On March 16, 2020, the Newark City Manager, acting in his capacity as the Director of Emergency Services, proclaimed the existence of a local emergency and on March 17, 2020, the City Council ratified and confirmed the proclamation of the existence of a local emergency.

On March 16, 2020, the Alameda County Public Health Officer issued an Executive Order directing the public to shelter at their place of residence except under certain limited circumstances (the "SIP"). The Alameda County Public Health Officer has since extended and modified the SIP. Additionally, the Governor of the State of California has issued a statewide Executive Order directing the public to shelter at their place of residence.

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~~The SIP has prevented a number of businesses from operating within the City and prevented the City from operating community programs, resulting in a significant decline in sales tax revenue, transient occupancy tax revenue, and revenue from City fees. As of the date of the side letter, the City projects deficits of greater than $7 million for fiscal years 20/21 and 21/22.~~

~~As a result of the severe fiscal impacts to the City, this modification is to provide for elimination of the general salary/range increase of 1.5% scheduled for July 1, 2020 with revisions in redline to the Plan as follows:~~

~~**Section II of Plan:**~~

~~II. COMPENSATION~~
~~A. General Salary Increase and off-salary-schedule lump sum payment: The salary ranges for all classifications shall be increased as follows:~~
~~a. Effective July 1, 2019, salary increase shall be one and one half percent (1.5%)~~
~~Effective July 1, 2020, salary increase shall be one and one half percent (1.5%)~~
~~&. b. Effective July 1, 2021, salary increase shall be one and one half percent (1.5%). If by January 1, 2021, the City's revenues for Fiscal Year 21/22 are projected to be at least $1,250,000 less than actual revenues for Fiscal Year 20/21, the City may reconsider the ability to provide the one and one half percent (1.5%) salary increase scheduled for July 1, 2021.~~

~~All active Confidential Group Employees employed as of July 1, 2019, shall be eligible to receive an off-salary schedule lump sum payment. The payment shall be $1,000 for full-time Confidential Group employees and pro-rated for part-time Confidential Group employees and shall be provided by no later than September 1, 2019.~~

~~The off-salary-schedule lump sum payment of $1,000 is not reportable to CalPERS, consistent with the CalPERS "Off-Salary-Schedule Pay" Circular Letter dated November 10, 2016.~~

~~Confidential Group classifications shall be as set forth in Attachment A.~~

~~B. With approval of the employee's department head and the City Manager, full-time Confidential Group employees may elect to participate in a voluntary 9/76 work schedule as set forth in Attachment D. As a result of the reduction from a 40 hour to a 38 hour workweek, the employee's bi-monthly pay will be reduced 5%.~~

~~C. Salary Computation:~~

~~1. Hourly equivalent of base monthly salary= base monthly salary x .0057692 (.0057692 represents the monthly salary divided by the~~

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average hours worked in a month).

2. Hourly equivalent of base salary at time and one-half= straight time times 1.5.

Attachment A.2 of Plan:

ATTACHMENT A.2

Salary List Effective 07/01/2019 *Monthly salaries are based on a 40-hour workweek.

Classification	STEP 1	STEP 2	STEP 3	STEP4	STEP 5
ACCT TECH I - CONFIDENTIAL	$6,590.23	$6,885.56	$7,194.04	$7,509.11	$7,853.84
	$38.02	$39.72	$41.50	$43.32	$45.31
ACCT TECH II - CONFIDENTIAL	$7,248.93	$7,573.89	$7,913.11	$8,260.03	$8,639.87
	$41.82	$43.70	$45.65	$47.65	$49.85
ADMINISTRATIVE ASSISTANT	$6,569.37	$6,893.24	$7,234.66	$7,592.56	$7,977.89
	$37.90	$39.77	$41.74	$43.80	$46.03
EXECUTIVE ASSISTANT	$7,303.82	$7,661.72	$8,042.66	$8,442.26	$8,860.53
	$42.14	$44.20	$46.40	$48.71	$51.12
HUMAN RESOURCES TECH	$6,708.80	$7,038.15	$7,389.45	$7,752.83	$8,142.56
	$38.70	$40.60	$42.63	$44.73	$46.98
LEGAL ASSISTANT	$6,570.21	$6,892.37	$7,234.96	$7,591.80	$7,977.21
	$37.90	$39.76	$41.74	$43.80	$46.02
PROJECT/ADMIN ASSISTANT	$6,897.85	$7,237.90	$7,596.39	$7,972.19	$8,376.78
	$39.80	$41.76	$43.83	$45.99	$48.33

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ATTACHMENT A.2

Salary List Effective 07/01/20210 *Monthly salaries are based on a 40-hour workweek.

Classification	STEP 1	STEP 2	STEP 3	STEP4	STEP 5
ACCT TECH I - CONFIDENTIAL	$6,689.09	$6,988.84	$7,301.95	$7,621.75	$7,971.64
	$38.59	$40.32	$42.13	$43.97	$45.99
ACCT TECH II - CONFIDENTIAL	$7,357.66	$7,687.50	$8,031.81	$8,383.93	$8,769.47
	$42.45	$44.35	$46.34	$48.37	$50.59
ADMINISTRATIVE ASSISTANT	$6,667.91	$6,996.64	$7,343.18	$7,706.44	$8,097.56
	$38.47	$40.37	$42.36	$44.46	$46.72
EXECUTIVE ASSISTANT	$7,413.38	$7,776.64	$8,163.30	$8,568.90	$8,993.44
	$42.77	$44.87	$47.10	$49.44	$51.88
HUMAN RESOURCES TECH	$6,809.44	$7,143.72	$7,500.30	$7,869.13	$8,264.70
	$39.29	$41.21	$43.27	$45.40	$47.68
LEGAL ASSISTANT	$6,668.76	$6,995.75	$7,343.49	$7,705.68	$8,096.87
	$38.47	$40.36	$42.37	$44.46	$46.71
PROJECT/ADMIN ASSISTANT	$7,001.32	$7,346.47	$7,710.34	$8,091.77	$8,502.44
	$40.39	$42.38	$44.48	$46.68	$49.05

ATTACHMENT A.2

Salary List Effective 07/01/2021 *Monthly salaries are based on a 40 hour •Nork-week.

Classifieatien	STEP 1	STEP 2	STEP	STEP 4	STEP 5
,O,GG+ +eGM I GGNrn;>eN+I,II,I:	$6,789.4J	$7,G93.67	$7,4H.48	$7,736.G8	$8,G91.JJ
	$39.17	$4G.9J	$4J.76	$44.63	$46.68
AGG+ +eGM II GGNJ;meN+IAI:	$7,468.Q3	$7,8GJ.81	$8,I§J.J9	$8,§Q9.69	$8,9Gl.Gl
	$43.G8	$4§.QJ	$47.Q3	$49.G9	$§1.3§
AQMINIS+RA+IVe ,O,SSIS+iO,N+	$6,767.93	$7,lGl.§9	$7,4§3.3J	$7,8JJ.G4	$8,J19.QJ
	$39.Q§	$4G.97	$43.QQ	$4§.13	$47.4J
eXeGIJ+IVe ASSIS+,O,N+	$7,§J4.§8	$7,893.J9	$8,J8§.7§	$8,697.43	$9,1J8.34
	$43.41	$4§.§4	$47.8G	$§G.18	$§J.66
MIJM,O,N ReSGIJRGeS +eGM	$6,9H.§8	$7,J§Q.88	$7,61J.8Q	$7,987.16	$8,388.67
	$39.87	$41.83	$43.9J	$46.G8	$48.4Q
1:eGAI: ASSIS+AN+	$6,768.79	$7,lGG.69	$7,4§3.64	$7,8Jl.J7	$8,J18.3J
	$39.Q§	$4G.97	$43.QQ	$4§.lJ	$47.41
PRGJeG+/AQMIN ASSIS+AN+	$7,1Q6.34	$7,4§6.67	$7,8J§.99	$8,JB.14	$8,6J9.97
	$41.QQ	$43.GJ	$4§.1§	$47.38	$49.79

Dated:

City of Newark

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City Manager's Office
37101 Newark Boulevard
Newark, CA 94560

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To: Employees Subject to Compensation and Benefit Plan for the City of Newark Confidential Employee Group

From: David Benoun, City Manager
Lenka Hovorka, Assistant City Manager Date: April 8, 2021

This will serve as a Compensation and Benefit Plan Modification for employees subject to the Compensation and Benefit Plan for the City of Newark Confidential Employee Group, dated July 11, 2019 (the "Plan"). The purpose of this modification letter is to address continued changed circumstances as a result of the COVID-19 pandemic. This modification letter will become effective upon approval by the City Council.

Due to the COVID-19 pandemic, the following entities and individuals have taken the actions identified below:

- On January 31, 2020, the United States Department of Public Health and Human Services Secretary declared a public emergency.

On March 4, 2020, the Governor of the State of California declared a state of emergency in the State of California.

On March 1, 2020, the Alameda County Health Officer declared a local health emergency and on March 10, 2020, the Alameda County Board of Supervisors ratified the declaration of a local health emergency.

On March 11, 2020, the World Health Organization declared COVID-19 a pandemic.

On March 13, 2020, the President of the United States declared a state of national emergency.

- On March 16, 2020, the Newark City Manager, acting in his capacity as the Director of Emergency Services, proclaimed the existence of a local emergency and on March 17, 2020, the City Council ratified and confirmed the proclamation of the existence of a local emergency.

On May 14, 2020, the Newark City Council authorized a modification to the Plan to approve temporary modified benefits as a result of changed conditions due to the COVID-19 pandemic (Modification), and it is now necessary to revisit the terms of the Modification.

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On March 19, 2021, the California State Governor signed Senate Bill 95, requiring employers to provide supplemental paid sick leave to its employees.

The Alameda County Public Health Officer continues to extend and modify an Executive Order directing the public to comply with social distancing measures and other restrictions necessary to control the spread of COVID-19.

The modification is to provide the following in addition to the benefits and compensation outlined in the Plan.

- **Use of Federal Leaves:** The number of hours of Emergency Paid Sick Leave (EPSL) accessible, consistent with the Families First Coronavirus Response Act and as provided under the Modification, is hereby extended to June 30, 2021, provided that the member meets the eligibility requirements for the program as established by federal law. Emergency Family Medical Leave expired December 31, 2020 under the Modification.

- **Negative General Leave:** For employees subject to the Plan that exhausted their sick leave prior to December 31, 2020, those members will no longer be allowed to accrue a negative sick leave balance.

- **Temporary Suspension of Maximum General Leave Accrual:** The maximum accumulation of general leave credits identified in Attachment B, Section II1.E of the Plan is temporarily suspended for any excess accruals between March 16, 2020 and through June 30, 2021. Employees subject to the Plan will have until June 30, 2022 to utilize any excess general leave accruals pursuant to the Plan. Employees subject to the Plan may also convert an additional amount of general leave hours equaling up to three months of general leave accrual into excess general leave accruals. Any excess general leave accruals remaining on June 30, 2022 will be cashed out on the first pay period following the pay period including June 30, 2022.

- **Temporary Suspension of General Leave Conversion to Pay Requirement:** The requirement identified in Attachment B, Section VI.A of the Plan requiring employees to use one-half of general leave credits accrued during the 12-month period from July 1 through June 30 of the prior fiscal year is temporarily suspended and not required for the June 15, 2021 payment that may be requested in April 2021, the December 15, 2021 payment that may be requested in October 2021, and the June 15, 2022 payment that may be requested in April 2022.

- **Supplemental Paid Sick Leave (SPSL):** Effective January 1, 2021, employees subject to the Plan are eligible for two weeks of paid regular work schedule hours if they were unable to work or telework due to their own or a qualifying family member's isolation or quarantine period; to care for a child whose school or day care is unavailable; or to attend a vaccination appointment or care for their own vaccine-related symptoms. This benefit will be available to CONF members through September 30, 2021, provided that the member meets the eligibility requirements for the program as established by state law.

- **Workplace exposure paid leave:** After exhaustion of EPSL and SPSL, and if telework is unavailable, employees exposed to COVID-19 in the workplace will receive paid administrative leave for the hours they must remain in isolation or quarantine as required by the Alameda County Public Health Officer's Order at any point in time during the local emergency. This benefit does not apply to employees who are teleworking.

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Authority to extend benefits: The City Manager is authorized to extend any of the above benefits expiration dates, in any increment of time, up to the end of the declaration of the City local emergency.

Dated: 

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RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AND ADOPTING A COMPENSATION AND BENEFIT PLAN FOR THE MANAGEMENT, SUPERVISORY, AND PROFESSIONAL EMPLOYEE GROUP, AUTHORIZING THE CITY MANAGER TO EXECUTE THE COMPENSATION AND BENEFIT PLAN, ACKNOWLEDGING CONCURRENT REVISIONS PURSUANT TO CITY MANAGER EMPLOYMENT AGREEMENT, AND APPROVING AN AMENDMENT TO THE CITY'S SALARY SCHEDULE IN CONFORMANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

WHEREAS, the City of Newark (the "City") has previously adopted and periodically amended the Compensation and Benefit Plan for the Management, Supervisory, and Professional Employee Group; and

WHEREAS, members of the Management, Supervisory, and Professional Employee Group are unrepresented employees; and

WHEREAS, the City Council desires to establish salaries and benefits for the Management, Supervisory, and Professional Employee Group; and

WHEREAS, the Compensation and Benefit Plan, dated July 1, 2022 (the "Plan"), attached hereto and incorporated herein by this reference as Exhibit A, enumerates the job classifications whose incumbents shall be considered members of the Management, Supervisory, and Professional Employee Group and also provides for the salaries and benefits for the Management, Supervisory, and Professional Employee Group; and

WHEREAS, the City Council finds that the terms and conditions of the Plan are proper and in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby approves and adopts the Plan, effective July 1, 2022 and authorizes the City Manager to execute the Plan, with any necessary non-substantive modifications, and to take such further actions as may be necessary to implement the Plan for the period of July 1, 2022 through June 30, 2025, a copy of which is attached as Exhibit A with a redlined version of the prior Plan attached hereto as Exhibit B for general reference only.

BE IT FURTHER RESOLVED that if any provisions contained herein are found to be in conflict with provisions of any other previous resolutions pertaining to the Plan, the provisions herein shall prevail.

BE IT FURTHER RESOLVED that any applicable amendments to salary and

benefits contained within the Plan apply to the City Manager pursuant to the City Management Employment Agreement effective December 29, 2018.

BE IT FURTHER RESOLVED that the City Council hereby approves an amendment to the City's Salary Schedule to reflect the revisions in compensation provided pursuant to the Plan, effective July 1, 2022.

EXHIBIT A

CITY OF NEWARK

COMPENSATION AND BENEFIT PLAN

FOR THE

MANAGEMENT, SUPERVISORY, AND PROFESSIONAL EMPLOYEE GROUP

JULY 1, 2022 THROUGH JUNE 30, 2025

Adopted: June 23, 2022

by Resolution No. xxx,

TABLE OF CONTENTS

Section		Page
I.	Term	1
II.	Compensation	1
III.	Working Hours	3
IV.	Acting/Special Assignment Pay	3
V.	Deferred Compensation	4
VI.	Retirement	5
VII.	Health and Welfare	6
VIII.	Life Insurance	9
IX.	Educational Reimbursement	9
X.	Travel Expense Reimbursement	11
XI.	Recreation Benefits	11
XII.	Proration of Holiday, General, & Bereavement Leave Accruals For Regular Part-Time Employees (RPT)	11
XIII.	Management Leave	11
XIV.	General Leave	12
XV.	Sick Leave	12
XVI.	Bereavement Leave	13
XVII.	Holidays	13

Attachments

A	Management, Supervisory, and Professional Pay Plan
B	Salary Schedule
C	General Leave Plan

COMPENSATION AND BENEFIT PLAN FOR THE MANAGEMENT, SUPERVISORY, & PROFESSIONAL EMPLOYEE GROUP

I. TERM

This plan shall be in effect from July 1, 2022 through June 30, 2025.

II. COMPENSATION

The classifications listed below of management, supervisory, and professional personnel including the City Manager and City Attorney shall be compensated pursuant to the Management, Supervisory, and Professional Pay Plan as set forth in Attachment A and Attachment B attached hereto and incorporated herein by this reference.

Management, Supervisory, and Professional Classifications

Classification
Accountant
Accounting Manager
Administrative Analyst
Assistant to the City Manager
Assistant City Engineer
Assistant City Manager*
Assistant Engineer-Civil
Assistant Maintenance Superintendent
Associate Civil Engineer
Associate Planner
Chief Building Official
Chief Information Officer/Information Technology Director (Dept Head)*
City Attorney (Exempt Service)*
City Clerk
City Manager (Exempt Service)*
Community Development Director (Dept. Head)*
Community Preservation Manager
Deputy Community Development Director
Economic Development Manager
Environmental Services Manager
Finance Director (Dept. Head)*
Human Resources Director (Dept. Head)*
Information Technology Analyst
Junior Engineer - Civil
Maintenance Superintendent
Plan Check Engineer
Planning Manager
Police Chief (Dept. Head)*
Public Works Director (Dept. Head)*

Recreation and Community Services Director (Dept. Head)*
Recreation and Community Services Manager
Recreation Supervisor
Senior Accountant
Senior Administrative Analyst
Senior Civil Engineer
Senior Information Technology Analyst
Senior Planner
Senior Recreation Supervisor

*The Newark Executive Management Team, including all department heads, the City Attorney, the Assistant City Manager and the City Manager, are at-will positions.

Effective July 1, 2022, the total compensation salary ranges for management, supervisory, and professional classifications including the City Manager and City Attorney shall be increased four percent (4.0%) as set forth in Attachment B, attached hereto and incorporated herein by this reference. All regular management, supervisory, and professional employees including the City Manager and City Attorney, shall receive a four percent (4.0%) salary increase.

Effective July 1, 2023, the total compensation salary ranges for management, supervisory, and professional classifications including the City Manager and City Attorney shall be increased three percent (3.0%) as set forth in Attachment B, attached hereto and incorporated herein by this reference. All regular management, supervisory, and professional employees including the City Manager and City Attorney, shall receive a three percent (3.0%) salary increase.

Effective July 1, 2024, the total compensation salary ranges for management, supervisory, and professional classifications including the City Manager and City Attorney shall be increased three percent (3.0%) as set forth in Attachment B, attached hereto and incorporated herein by this reference. All regular management, supervisory, and professional employees including the City Manager and City Attorney, shall receive a three percent (3.0%) salary increase.

Executive Management Team shall include the City Manager, the City Attorney and those classifications designated as Department Heads.

Salary Computation: Hourly equivalent of base monthly = base monthly salary x 0.0057692 (0.0057692 represents the monthly salary divided by the average number of hours worked in a month).

A. Police Chief Compensation: The Police Chief is eligible to receive Longevity Pay and Education Incentive Pay consistent with the Newark Police Management Association (NPMA) Memorandum of Understanding.

III. WORKING HOURS

A. Full-time management, supervisory, and professional employees work 40 hours per week and as necessary. The Nine-Eighty (9/80) is the standard work schedule that equates to 40-hours per week in a two week period. Typically, an employee assigned to this work schedule will work 9 hours per day for four days and one day of 8 hours in one week (44 hours) and then 9 hours per day for four days in the next week (36 hours). The City Manager may revise the standard work schedule upon reasonable notice.

B. City offices will be closed for business during the December holiday season. Non-essential employees, as determined by the City Manager, will participate in a four-day furlough. Employees may use general leave, management leave, or floating holidays during the furlough.

C. Eligible employees on leave of absence without pay due to the furlough shall be paid holiday pay for holidays occurring during the furlough. Employees on an approved leave of absence without pay that started before December 10 and extends through or beyond December 31 will not be affected by the furlough and will not be eligible for holiday pay.

D. Employees who elect a leave of absence without pay for the furlough may request up to a four-day salary advance. The salary advance must be requested by June 1 preceding the furlough. Repayment of a salary advance for the furlough may be spread over a period of time provided that:

1. There is two weeks advance notice to payroll,

2. The salary advance is fully repaid no later than the last full pay period of the calendar year, so all payments occur within the same calendar and fiscal year of the furlough,

3. Payments begin no earlier than July 1 of the impacted calendar year, and

4. The repayment plan is approved by the Finance Director, or designee prior to the furlough.

E. Alternatives to the 9/80 work schedule will be subject to the approval of the City Manager.

IV. ACTING/SPECIAL ASSIGNMENT PAY

A. Management, supervisory, and professional employees are eligible for premium pay of 5% over base salary while acting in a higher classification when assigned and prescribed by the City Manager.

B. The City agrees to pay regular full-time employees bilingual assignment pay of $100.00 per month. Regular part-time employee scheduled to work 30- 35 hours per week will receive bilingual assignment pay of $75.00 per month and regular part-time employees scheduled to work 20-25 hours per week will receive bilingual assignment pay of $50.00 per month. Eligibility for bilingual assignment pay shall be based on the provisions outlined in Administrative Regulation 0522.

V. DEFERRED COMPENSATION

A. The Newark Executive Management Team shall receive and participate in the following Deferred Compensation 401(a) Plan provisions:

1. The Employer shall contribute on behalf of each participant six percent (6%) of earnings for the Plan Year.

2. Each participant is required to contribute six percent (6%) of earnings for the Plan Year as a condition of participation.

Said participant contribution shall be included in total compensation for the purpose of computation in Public Employees Retirement System.

B. ICMA-RC VantageCare Retirement Health Savings (RHS) plan.

The Newark Executive Management Team will participate in the RHS plan on a mandatory basis. The mandatory contribution will consist of the $100 monthly Health and Welfare Allowance. The $100 monthly allowance will be automatically deferred to the RHS plan. Specifics of the plan and any additional mandatory contributions are described and available in the plan summary.

C. Implementation of Section 414(h)(2) of the United States Internal Revenue Code.

1. Pick-up of Employee Contributions

a. Pursuant to the provisions of this Agreement, the City shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the City in lieu of employee contributions.

b. Employee contributions made under paragraph a. shall be paid from the same source of funds as used in paying the wages to affected employees.

c. Employee contributions made by the City under paragraph a. shall be treated for all purposes other than taxation in the same manner and to

the same extent as employee contributions made prior to the effective date of this Agreement.

d. The employee does not have the option to receive the City's contributed amount paid pursuant to this Agreement directly instead of having it paid to the retirement system.

2. Wage Adjustment

Notwithstanding any provision in the current agreement to the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the City pursuant to the provisions hereof.

3. Limitations to Operability

Section V. C. shall be operative only as long as the City of Newark pick- up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

VI. RETIREMENT

A. All Management employees who were appointed prior to January 1, 2013 and all "Classic Members" (as defined by CalPERS) are referred herein either as "Classic Members" or as "Classic".

B. The City shall continue to provide to all non-sworn Classic management employees a retirement formula known as "2.5% at 55" together with single year highest compensation, pre-retirement optional settlement level 2 death benefit, military service credit for prior service, and the indexed level 1959 Survivor Benefit options of the CalPERS pension plan. Non-Sworn Classic Members continue to pay the 8% employee rate for the 2.5% at 55 retirement formula plus continue to pay up to 3.468% of an additional contribution in accordance with the following formula for a total tax deferred contribution of 11.468%.

Non-sworn Classic members will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this agreement if the CalPERS Miscellaneous Plan employer actuarial rate for the 2.5% at 55 retirement formula exceeds 10.00% to a maximum of 16.936%. In the event that the employer rate exceeds 16.936%, the City shall be responsible for any increase above 16.936%. In subsequent years of the term of the agreement, if the rate over 10.00% decreases, non-sworn Classic members' matching percentage of salary will be reduced by the above formula. Employer rate reductions below 10.00% will not be shared under the above formula.

The following is for illustrative purposes only:

If the CalPERS Miscellaneous Plan employer actuarial rate increases to 10.00%, each Classic non-sworn member would contribute zero (-0-) from their salary to pay for the retirement benefit. If the rate increases 3.0%, each non-sworn Classic member would contribute half of the 3.00% increase (1.50%) from their salary to pay for the retirement benefit. The City would then be responsible for the matching 1.50%. If the rate decreased by 3.0%, the non-sworn Classic member would no longer contribute the additional 1.50% of their salary towards the employer rate to pay for the retirement benefit.

C. The City shall provide to all non-sworn Management employees who were appointed on or after January 1, 2013 who are non-sworn PEPRA Members (as defined by CalPERS) a retirement formula known as 2% at 62 in accordance with the Public Employees' Pension Reform Act of 2013.

Non-sworn Management employees who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) will contribute half the normal cost of the 2% at 62 plan as required by the Public Employees' Pension Reform Act of 2013.

In addition to paying the employee rate, non-sworn PEPRA Members will pay the same percentage of an additional contribution as non-sworn Classic Members pay.

The following is for illustrative purposes only:

If Classic Members pay 3.468% of the employer rate, PEPRA Members will pay a total of 3.468% of the employer rate. If the employee rate for PEPRA Members is 6.75%, in this example PEPRA Members would pay the 6.75% employee rate plus an additional 3.468% towards the employer rate for a total of 10.218%.

D. The City shall provide the one-year highest compensation option to Classic sworn and non-sworn members. The City shall provide the three-year average compensation requirement to PEPRA members as defined above.

VII. HEALTH AND WELFARE

A. The contribution by the City toward monthly premiums for health and welfare programs of management, supervisory, and professional employees shall be the Minimum Employer Contribution as determined by CalPERS for employers under the Public Employees' Medical and Hospital Care Act (PEMHCA). In the event that an employee elects to waive participation in the Program, that amount will be paid to the employee as part of the Cash-in-Lieu benefit as provided below in Section 4.

The employee shall execute a waiver in the event the employee elects not to participate in the PERS Health Benefit Program or cancel participation after enrollment.

B. The City agrees to maintain a cafeteria plan under Section 125 of the Internal Revenue Code (IRC). The cafeteria plan allows employees to voluntarily reduce salary in an amount equal to the actual premiums for the PERS Health Plan, City-administered dental insurance and/or vision insurance as a before-tax conversion of salary. In the event of changes in law affecting the Flexible Benefit Plan, the City agrees to meet with management, supervisory, and professional employees regarding the impact of such changes.

Effective for the 2022 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.

Employee Only: $878
Employee + 1 Dependent: $1,755
Employee + 2 or more Dependents: $2,318

Effective for the 2023 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular, Full-Time Employees and Regular Part-Time Employees working 30-35 hours:

Employee Only: $896
Employee + 1 Dependent: $1,790
Employee + 2 or more Dependents: $2,364

For Regular Part-Time Employees working 20-25 hours:

Employee Only: $448 - $560
Employee + 1 Dependent: $895 - $1,119
Employee + 2 or more Dependents: $1,182 - $1,478

Effective for the 2024 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular, Full-Time Employees and Regular Part-Time Employees working 30-35 hours:

Employee Only: $913
Employee + 1 Dependent: $1,826
Employee + 2 or more Dependents: $2,412

For Regular Part-Time Employees working 20-25 hours:

Employee Only: $457 - $571
Employee + 1 Dependent: $913 - $1,141
Employee + 2 or more Dependents: $1,206 - $1,507

Effective for the 2025 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular, Full-Time Employees and Regular Part-Time Employees working 30-35 hours:

Employee Only: $932
Employee + 1 Dependent: $1,862
Employee + 2 or more Dependents: $2,460

For Regular Part-Time Employees working 20-25 hours:

Employee Only: $466 - $582
Employee + 1 Dependent: $931 - $1,164
Employee + 2 or more Dependents: $1,230 - $1,537

C. **Cash-in-Lieu and Cafeteria Plan Cash Back:** Employees electing not to participate in the City's cafeteria plan and waiving all medical, dental, and vision benefits, will receive $450 "cash-in-lieu" of benefits, which includes the PEMCHA minimum per section A.1 above. Employees who participate in the cafeteria plan but who do not utilize the full benefit allowance, may receive up to $450 per month of any money not used for the purchase of employer-offered benefits. Cash-in-lieu and cafeteria plan "cash back" will be paid to the employee in taxable compensation.

For Regular Part-Time Employees working 30-35 hours this amount will be $338-$394.
For Regular Part-Time Employees working 20-25 hours this amount will be $225-$281.

Regular full time employees in the Management, Supervisory, and Professional Employee Group, City Manager, and City Attorney shall receive an allowance of up to $100 per month intended to be used towards the cost of health care premiums, long term disability premiums, short term disability premiums and/or reimbursement for medical, dental, vision, and prescription expenses. Executive Management Team members enrolled in the ICMA VantageCare Retirement Health Savings (RHS) Plan will have their $100 monthly allowance automatically deferred to the RHS plan.

All regular part-time employees in the Management, Supervisory, and Professional Employee Group shall receive an allowance of up to $75 for 30-35 hour employees and up to $50 for 20-25 hour employees. This allowance will be reported as taxable income and provided to employees based on the following criteria:

1. An employee must be in a paid status (on the payroll) in order to receive the allowance. During any unprotected leave of absence without pay, an employee is not eligible to receive the health care benefit allowance.

2. Employees appointed to a classification covered by this Compensation Plan will be eligible for the health and welfare benefit on the first of the month coincident to or immediately following appointment.

3. When an employee is terminated or in an unpaid leave status, the health and welfare benefit shall be paid on a monthly pro-rata basis. To qualify for pro-rata pay, employee must serve 50 percent of the working days in the month.

D. The City will explore alternatives to the CalPERS health program, in the interest of offering comprehensive and competitively priced health insurance alternatives to employees.

VIII. LIFE INSURANCE

The City will provide City-paid life insurance coverage of $20,000 to each management, supervisory, and professional employee including the City Manager and City Attorney. Effective July 1, 2022, this amount will increase to $50,000 for regular full-time and regular part-time employees. Additional life insurance can be purchased at the employee's option on an after-tax payroll deduction basis.

IX. EDUCATIONAL REIMBURSEMENT

A. Job-related Training

1. The City Manager may authorize reimbursement up to 100% of the cost for professional courses and programs that are directly related to the employee's job or which will prepare the employee for advancement or acceptance of greater responsibility. A certificate of completion or a passing course grade must be attained for reimbursement.

B. Plan and Agreement for a College Degree Program

1. In addition to job-related training, the City Manager may authorize reimbursement for up to $10,000.00 of the cost for tuition fees and required text books for a college degree program directly related to the employee's job which will prepare the employee for advancement or acceptance of greater responsibility provided that the employee attains a course grade of "C" or a passing grade as defined by the degree program if that requirement is higher than a "C" grade.

2. If an employee receives more than $5,000.00 dollars during their term of employment with the City of Newark in a college degree program, the employee is required to sign an Educational Reimbursement Plan Agreement

in order to qualify for and to participate in the Educational Reimbursement College Degree Program. The employee is then subject to the Educational Reimbursement Plan and Agreement for a College Degree Program as follows:

a. Employee will maintain employment with the City of Newark for a period of five years after completion of the last class taken under the Education Reimbursement Plan; and

b. In the event that employee leaves the City of Newark and does not complete the five year employment period, employee warrants that he/she will reimburse to the City all money paid (up to $10,000) under the Educational Reimbursement Plan as follows:

   i. 100% of money paid if the employee voluntarily leaves city employment in the first year after completion of the last class taken under the Educational Reimbursement Plan.

   ii. 80% of money paid if the employee voluntarily leaves city employment in the second year after completion of the last class taken under the Educational Reimbursement Plan.

   iii. 60% of money paid if the employee voluntarily leaves city employment in the third year after completion of the last class taken under the Educational Reimbursement Plan.

   iv. 40% of money paid if the employee voluntarily leaves city employment in the fourth year after completion of the last class taken under the Educational Reimbursement Plan.

   v. 20% of money paid if the employee voluntarily leaves city employment in the fifth year after completion of the last class taken under the Educational Reimbursement Plan.

   vi. After five years following completion of the last class taken under the Educational Reimbursement Plan, employee owes no further monetary obligation to the City of Newark for participation in the Educational Reimbursement Plan.

3. To qualify for the Educational Reimbursement College Degree Program, degree program courses must be received from an accredited institution as identified on the U.S. Department of Education's List of Nationally Recognized Accrediting Agencies or the Council for Higher Education Accreditation's (CHEA) List of Participating and Recognized Organizations.

X. TRAVEL EXPENSE REIMBURSEMENT

A. Management, supervisory, and professional employees who do not receive a vehicle allowance shall be reimbursed for the use of their private vehicle on City business at the rate prescribed by the Internal Revenue Service for Personal Income Tax Returns.

B. Certain management, supervisory, and professional employees designated by the City Manager shall be provided a vehicle allowance in the amount of $400 per month. Management, supervisory, and professional employees who receive a vehicle allowance shall be reimbursed for the use of their private vehicle for City business at the rate prescribed by the Internal Revenue Service for Personal Income Tax Returns for travel in excess of 200 miles per month.

C. Executive management employees including the City Manager and City Attorney shall receive a vehicle allowance in the amount of $400 per month and will be reimbursed for the use of their private vehicle for City business at the rate prescribed by the Internal Revenue Service for Personal Income Tax returns for travel in excess of 200 miles per month.

XI. RECREATION BENEFITS

Employees and their spouses or registered domestic partners and up to 2 children or grandchildren living in the same household, 26 years of age and under, may use the gym, exercise equipment and aquatic facilities (excluding classes and facility rentals) at the Silliman Community Activity and Family Aquatic Center free of charge.

Employees, their spouses or registered domestic partners, and their children and grandchildren 26 years of age and under, will receive resident rates for class registration and facility rentals.

XII. PRORATION OF HOLIDAY, GENERAL, AND BEREAVEMENT LEAVE ACCRUALS FOR REGULAR PART-TIME EMPLOYEES (RPT)

Regular part-time employees will receive prorated holiday, general, and bereavement leave accruals based on the actual hours worked or budgeted to work. For example, an RPT employee who works 35 hours per week will receive 7 hours of pay per holiday. An RPT employee who works 24 hours per week will receive 4.8 hours of pay per holiday. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

XIII. MANAGEMENT LEAVE

The City Manager, upon the recommendation of the Department Head, will establish an annual allocation of up to forty (40) hours of management leave per fiscal year for each eligible member of the Management, Supervisory, and Professional Employee Group in

recognition of the extra hours of work required of this employee group for which compensation in the form of overtime pay is not provided. The City Manager may authorize up to an additional sixteen (16) hours of management leave. Management leave may be used for leave purposes only and cannot be converted to pay or carried over from one fiscal year to another.

Management leave must be taken prior to separation.

In recognition of the extra hours of work required, the City Manager and City Attorney shall receive an annual allocation of fifty-six (56) hours of management leave per fiscal year.

Regular part-time employees may be granted management leave proportionally to their assigned work hours as recommended by the Department Head with approval by the City Manager.

XIV. GENERAL LEAVE

The General Leave Plan shall provide compensated leave for those eligible employees who are absent from duty because of illness, death in the family, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation. The General Leave Plan is attached to the Compensation and Benefit Plan as Attachment C.

XV. SICK LEAVE

Each eligible management, supervisory, and professional employee shall have a sick leave bank in which that employee may accrue and use sick leave credits pursuant to the General Leave Plan. Sick leave credits may be used toward early retirement under the Public Employees' Retirement System plan.

A. COVID-Related Temporary Benefits: Employees subject to the Plan that did not use EPAL or only partially used EPAL between March 17, 2020 and April 30, 2020 are eligible for up to 120 hours of Additional Administrative Leave ("AAL"). Full time employees are eligible for up to 120 hours of AAL based on 3 weeks of regularly scheduled full time hours (40 hours per week) with part time employees eligible for a prorated amount of AAL based on 3 weeks of regularly scheduled part-time hours. AAL will be reduced proportionately by the amount of EPAL that the employee used. For example, if a full time employee subject to the Plan partially worked between March 17, 2020 and April 30, 2020, but still utilized 60 hours of EPAL, that employee would have 60 hours of AAL, while if a part time employee subject to the Plan that is regularly scheduled for 30 hours per week (and is thus eligible for up to 90 hours of AAL) utilized 60 hours of EPAL, that employee would have 30 hours of AAL. AAL has no cash value and must be used by December 31, 2022. Any AAL remaining on January 1, 2023 will be removed and no longer available for use.

XVI. BEREAVEMENT LEAVE

Regular full-time employees may be granted up to a maximum of 40 hours of bereavement leave where there has been a death of a husband, wife, registered domestic partner, sister, brother, mother, stepmother, father, stepfather, grandparent, grandchild, grandparent-in-law, mother-in-law, father-in- law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law of an employee. A maximum of eighty (80) hours of bereavement leave may be granted for the death of a son, daughter, stepson, or stepdaughter.

Regular part-time employees shall be eligible for prorated bereavement leave as described in Section XII and listed below:

Work Schedule	Prorated Bereavement Leave
30-35 work hours	up to a maximum of 30-35 hours 20-25 work
hours	up to a maximum of 20-25 hours

XVII. HOLIDAYS

A. Regular Employees

The following days shall be recognized as municipal holidays for pay purposes for regular full time and regular part-time management, supervisory, and professional employees including the City Manager and City Attorney:

- January 1, New Year's Day
- Third Monday in January, Martin Luther King, Jr. Day
- Third Monday in February, Presidents Day
- Last Monday in May, Memorial Day
- July 4, Independence Day
- First Monday in September, Labor Day
- November 11, Veterans Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- December 24, Christmas Eve Day December 25, Christmas Day
- Two floating Holidays, to be scheduled subject to department head approval

Regular full-time employees will receive eight (8) hours of pay for each holiday that falls on a scheduled workday.

When any day recognized as a holiday by the City falls on a Sunday, the following Monday shall be considered the holiday. When any day recognized as a holiday by the City falls on a Saturday, the preceding Friday shall be considered the holiday.

The floating holiday must be scheduled and used during the fiscal year.

If an employee's hire date falls between July 1 and December 31, the employee will be eligible for the floating holiday during the current fiscal year. If an employee's hire date falls between January 1 and June 30, the employee will be eligible for the floating holiday beginning July 1, of the next fiscal year.

Holidays shall not be carried over from one fiscal year to another. Upon separation, an unused holiday cannot be converted to cash.

With the continuation of the 9/80 bi-weekly work schedule, Closed Holiday Credits and debits will be calculated for each employee by Payroll and will be funded in the employee's Floating Holiday Bank on July 1 of the current fiscal year. Closed Holiday Credits are subject to all the benefits and restrictions of a Floating Holiday. They have no cash value and cannot be carried over from one fiscal year to the next fiscal year. If the employee separates from service before the end of the fiscal year, no further adjustments in the Closed Holiday Credits will be made.

If the employee does not have any accrued leave available to be charged for the additional hour(s) for the holiday, the employee shall be charged with leave without pay.

B. Regular Part-Time Employees

Upon completion of 1,040 work hours or one year of continuous active service, whichever occurs first, regular part-time management, supervisory, and professional employees shall be eligible for prorated holidays in accordance with Section XII and as listed below:

Work Schedule	Holiday Pay
30-35 work hours	6-7 hours per holiday
20-25 work hours	4-5 hours per holiday

ATTACHMENT A

MANAGEMENT, SUPERVISORY, AND PROFESSIONAL PAY PLAN

This Management, Supervisory, and Professional Pay Plan applies to all regular management, supervisory, professional, City Manager and City Attorney classifications:

I. POLICY

The City's policy for management, supervisory, and professional salaries is to establish and maintain a general salary structure based on marketplace norms and internal job alignment, which provides flexibility to reward management, supervisory, and professional personnel based on performance. Structures, ranges and salary steps will be reviewed annually and updated as necessary based on the market conditions, internal relationships, and City's financial condition.

Individual salary adjustments will be considered by the City Manager based on (1) performance factors and overall contribution to management of the City; (2) pay structure adjustments; and (3) City's financial condition.

II. ADMINISTRATION

The City Manager shall be accountable to the City Council for the overall administration of the Management, Supervisory, and Professional Pay Plan and will report on such administration annually or more often, as requested. Department heads are responsible for recommending to the City Manager salary adjustments for employees within their departments who are covered by the Plan.

The City Council shall consider the necessary adjustment of management, supervisory, and professional salary ranges annually. In determining plan adjustments, the City Council shall consider such matters as changes in the cost of living, other salary changes such as those arrived at through negotiations with recognized employee groups, compression between this employee group and subordinate class ranges and the competitive position of the City in recruitment and retention of management, supervisory, and professional personnel.

The overall salary structure, supporting administrative policies, and assignment of classifications to salary ranges will be reviewed annually by the City Manager with appropriate reporting to the City Council relative to the status of the program.

III. BASIC PLAN ELEMENTS

A. Structure:

Management Classifications: The Pay Plan consists of thirty (30) salary ranges which apply to Management classifications and which provide an approximate spread of twenty (20) percent between the minimum and maximum amounts and a differential of five (5) percent between the maximum of the ranges descending from the maximum amount established for Range No. 30.

All management classifications will be assigned an appropriate pay grade based on salary survey data and internal relationships.

B. **Supervisory and Professional Classifications:** For supervisory and professional classifications, the Pay Plan consists of specific predetermined "salary steps". Each classification shall have five (5) salary steps, with an approximate five (5) prevent differential between each salary step.

As needed competitive marketplace studies will be made which will focus on general salary trends for groups of management, supervisory, and professional positions. Periodically, studies will more specifically include position-by-position comparisons using marketplace and internal relationship data. Depending on the results of these studies, the entire pay grade structure may be adjusted or individual positions may be reassigned to different salary ranges. Such assignment will only affect the salary administration framework. No individual salaries will be automatically changed because of structural adjustments.

C. Performance Appraisal. All management, supervisory, and professional personnel shall have their performance reviewed at least once each fiscal year, generally coinciding with the employee's anniversary date. All individual salary adjustments, including those within a salary range and those made to progress through the pre-determined salary steps, shall be based on performance and require an up-to-date performance evaluation to be considered for a salary adjustment. The performance review program provides a planned and orderly means of evaluating individual performance in relation to areas of accountability and program responsibilities. The performance review document and the salary adjustment, either within a salary range or to progress through salary steps, recommended by the department head should be forwarded to the City Manager for consideration and final approval.

D. Adjustments based on Management Range Movement. Adjustments to salary ranges may occur to reflect cost-of-living changes, labor market conditions, and parity to avoid compression with non-management, supervisory, and

professional position classifications. The City Manager may grant an upward adjustment in an individual's salary in any amount up to an amount equal to the adjustment in the salary range or the City Manager may maintain an individual salary at present level. An adjustment of individual salaries is not required by a change in the salary range to which the position is assigned except to maintain the minimum salary for the range.

E. Meritorious Performance Adjustment for Management. An employee shall be eligible to receive one merit increase per twelve-month period if the employee's performance is deemed to be at a satisfactory level or above. A meritorious performance adjustment would be in addition to any adjustment based on range movement. Such an increase shall be up to five percent (5%), the exact percentage being determined by the City Manager based on an evaluation of the degree of meritorious service and overall contribution to management of the City.

Salary adjustments more frequently than once each twelve month period, but not more than once each six months may be approved by the City Manager for the following reasons:

1. An employee's salary is below the midpoint of the range and the employee has experienced substantial growth in their position representing an increased value to the City.

2. An employee has demonstrated outstanding performance or made an exceptional contribution to the City.

Whenever an employee receives a six-month meritorious performance adjustment, the employee's anniversary date will change pursuant to the Personnel Rules and Regulations.

F. Special Adjustment for Management. The City Manager may authorize salary adjustments up to ten (10) percent per fiscal year within the assigned salary range for the following reasons:

1. An employee's performance consistently exceeds the scope and expectations of their classification as determined by the City Manager.

2. Competitive labor market conditions warrant an adjustment.

3. An employee's overall contribution and value to the City as determined by the City Manager warrants an adjustment.

ATTACHMENT B

SALARY RANGE SCHEDULE
COMPENSATION BASE FOR REGULAR FULL-TIME MANAGEMENT CLASSIFICATIONS

Classification	Range
Accounting Manager	15
Assistant to the City Manager	12
Assistant City Engineer	19
Assistant City Manager	25
Assistant Maintenance Superintendent	14
Chief Building Official	18
Chief Information Officer/Information Technology Director (Dept. Head)	24
City Attorney (Exempt Service)	24
City Clerk	16
City Manager (Exempt Service)	28
Community Development Director (Dept. Head)	24
Community Preservation Manager	12
Deputy Community Development Director	18
Economic Development Manager	16
Environmental Services Manager	15
Finance Director (Dept. Head)	24
Human Resources Director (Dept. Head)	24
Maintenance Superintendent	16
Planning Manager	15
Police Chief (Dept. Head)	25
Public Works Director (Dept. Head)	24
Recreation and Community Services Director (Dept. Head)	24
Recreation and Community Services Manager	15

ATTACHMENT B
SALARY RANGE SCHEDULE
COMPENSATION BASE FOR REGULAR FULL-TIME MANAGEMENT CLASSIFICATIONS

Effective July 1, 2022

Range	Minimum	Maximum
RANGE 01	$ 5,885.70	$ 7,062.84
RANGE 02	$ 6,183.14	$ 7,419.77
RANGE 03	$ 6,491.40	$ 7,789.68
RANGE 04	$ 6,812.28	$ 8,174.74
RANGE 05	$ 7,154.78	$ 8,585.74
RANGE 06	$ 7,515.32	$ 9,018.38
RANGE 07	$ 7,888.47	$ 9,466.16
RANGE 08	$ 8,283.26	$ 9,939.91
RANGE 09	$ 8,696.06	$ 10,435.27
RANGE 10	$ 9,132.31	$ 10,958.77
RANGE 11	$ 9,590.18	$ 11,508.22
RANGE 12	$ 10,069.70	$ 12,083.64
RANGE 13	$ 10,570.84	$ 12,685.01
RANGE 14	$ 11,099.02	$ 13,318.82
RANGE 15	$ 11,659.65	$ 13,991.58
RANGE 16	$ 12,238.30	$ 14,685.96
RANGE 17	$ 12,849.41	$ 15,419.29
RANGE 18	$ 13,494.76	$ 16,193.71
RANGE 19	$ 14,167.16	$ 17,000.59
RANGE 20	$ 14,875.61	$ 17,850.73
RANGE 21	$ 15,621.91	$ 18,746.29
RANGE 22	$ 16,406.07	$ 19,687.28
RANGE 23	$ 17,220.87	$ 20,665.04
RANGE 24	$ 18,084.35	$ 21,701.22
RANGE 25	$ 18,992.90	$ 22,791.48
RANGE 26	$ 19,939.30	$ 23,927.16
RANGE 27	$ 20,936.17	$ 25,123.40
RANGE 28	$ 21,978.11	$ 26,373.73
RANGE 29	$ 23,079.54	$ 27,695.45
RANGE 30	$ 24,233.25	$ 29,079.90

Monthly salaries listed for full-time non-sworn management employees are based on a 40-hour workweek. Monthly salaries listed for full-time sworn management positions are based on designated shift schedules. Regular part-time non-sworn management employee salaries are prorated based on the 40-hour workweek salary ranges.

ATTACHMENT B
SALARY RANGE SCHEDULE
COMPENSATION BASE FOR REGULAR FULL-TIME MANAGEMENT CLASSIFICATIONS

Effective July 1, 2023

Range	Minimum	Maximum
RANGE 01	$ 6,062.27	$ 7,274.73
RANGE 02	$ 6,368.63	$ 7,642.36
RANGE 03	$ 6,686.14	$ 8,023.37
RANGE 04	$ 7,016.65	$ 8,419.98
RANGE 05	$ 7,369.42	$ 8,843.31
RANGE 06	$ 7,740.78	$ 9,288.93
RANGE 07	$ 8,125.12	$ 9,750.14
RANGE 08	$ 8,531.76	$ 10,238.11
RANGE 09	$ 8,956.94	$ 10,748.33
RANGE 10	$ 9,406.28	$ 11,287.53
RANGE 11	$ 9,877.89	$ 11,853.47
RANGE 12	$ 10,371.79	$ 12,446.15
RANGE 13	$ 10,887.97	$ 13,065.56
RANGE 14	$ 11,431.99	$ 13,718.38
RANGE 15	$ 12,009.44	$ 14,411.33
RANGE 16	$ 12,605.45	$ 15,126.54
RANGE 17	$ 13,234.89	$ 15,881.87
RANGE 18	$ 13,899.60	$ 16,679.52
RANGE 19	$ 14,592.17	$ 17,510.61
RANGE 20	$ 15,321.88	$ 18,386.25
RANGE 21	$ 16,090.57	$ 19,308.68
RANGE 22	$ 16,898.25	$ 20,277.90
RANGE 23	$ 17,737.50	$ 21,284.99
RANGE 24	$ 18,626.88	$ 22,352.26
RANGE 25	$ 19,562.69	$ 23,475.22
RANGE 26	$ 20,537.48	$ 24,644.97
RANGE 27	$ 21,564.26	$ 25,877.10
RANGE 28	$ 22,637.45	$ 27,164.94
RANGE 29	$ 23,771.93	$ 28,526.31
RANGE 30	$ 24,960.25	$ 29,952.30

Monthly salaries listed for full-time non-sworn management employees are based on a 40-hour workweek. Monthly salaries listed for full-time sworn management positions are based on designated shift schedules. Regular part-time non-sworn management employee salaries are prorated based on the 40-hour workweek salary ranges.

ATTACHMENT B
SALARY RANGE SCHEDULE
COMPENSATION BASE FOR REGULAR FULL-TIME MANAGEMENT CLASSIFICATIONS

Effective July 1, 2024

Range	Minimum	Maximum
RANGE 01	$ 6,244.14	$ 7,492.97
RANGE 02	$ 6,559.69	$ 7,871.63
RANGE 03	$ 6,886.72	$ 8,264.07
RANGE 04	$ 7,227.15	$ 8,672.58
RANGE 05	$ 7,590.50	$ 9,108.61
RANGE 06	$ 7,973.00	$ 9,567.60
RANGE 07	$ 8,368.87	$ 10,042.64
RANGE 08	$ 8,787.71	$ 10,545.25
RANGE 09	$ 9,225.65	$ 11,070.78
RANGE 10	$ 9,688.47	$ 11,626.16
RANGE 11	$ 10,174.23	$ 12,209.07
RANGE 12	$ 10,682.94	$ 12,819.53
RANGE 13	$ 11,214.61	$ 13,457.53
RANGE 14	$ 11,774.95	$ 14,129.93
RANGE 15	$ 12,369.72	$ 14,843.67
RANGE 16	$ 12,983.61	$ 15,580.34
RANGE 17	$ 13,631.94	$ 16,358.33
RANGE 18	$ 14,316.59	$ 17,179.91
RANGE 19	$ 15,029.94	$ 18,035.93
RANGE 20	$ 15,781.54	$ 18,937.84
RANGE 21	$ 16,573.29	$ 19,887.94
RANGE 22	$ 17,405.20	$ 20,886.24
RANGE 23	$ 18,269.63	$ 21,923.54
RANGE 24	$ 19,185.69	$ 23,022.83
RANGE 25	$ 20,149.57	$ 24,179.48
RANGE 26	$ 21,153.60	$ 25,384.32
RANGE 27	$ 22,211.19	$ 26,653.41
RANGE 28	$ 23,316.57	$ 27,979.89
RANGE 29	$ 24,485.09	$ 29,382.10
RANGE 30	$ 25,709.06	$ 30,850.87

Monthly salaries listed for full-time non-sworn management employees are based on a 40-hour workweek. Monthly salaries listed for full-time sworn management positions are based on designated shift schedules. Regular part-time non-sworn management employee salaries are prorated based on the 40-hour workweek salary ranges.

SALARY RANGE SCHEDULE
HOURLY COMPENSATION BASE FOR REGULAR FULL-TIME SUPERVISORY AND PROFESSIONAL CLASSIFICATIONS

ACCOUNTANT	Step	FY 2023	FY 2024	FY 2025
	1	$49.52	$51.01	$52.54
	2	$52.00	$53.56	$55.17
	3	$54.60	$56.24	$57.93
	4	$57.33	$59.05	$60.82
	5	$60.20	$62.01	$63.87

ADMINISTRATIVE ANALYST	Step	FY 2023	FY 2024	FY 2025
	1	$49.52	$51.01	$52.54
	2	$52.00	$53.56	$55.17
	3	$54.60	$56.24	$57.93
	4	$57.33	$59.05	$60.82
	5	$60.20	$62.01	$63.87

ASSISTANT ENGINEER-CIVIL	Step	FY 2023	FY 2024	FY 2025
	1	$49.52	$51.01	$52.54
	2	$52.00	$53.56	$55.17
	3	$54.60	$56.24	$57.93
	4	$57.33	$59.05	$60.82
	5	$60.20	$62.01	$63.87

ASSOCIATE CIVIL ENGINEER	Step	FY 2023	FY 2024	FY 2025
	1	$60.21	$62.02	$63.88
	2	$63.22	$65.12	$67.07
	3	$66.38	$68.37	$70.42
	4	$69.70	$71.79	$73.94
	5	$73.18	$75.38	$77.64

ASSOCIATE PLANNER	Step	FY 2023	FY 2024	FY 2025
	1	$52.01	$53.57	$55.18
	2	$54.61	$56.25	$57.94
	3	$57.34	$59.06	$60.83
	4	$60.21	$62.02	$63.88
	5	$63.22	$65.12	$67.07

INFORMATION TECHNOLOGY ANALYST	Step	FY 2023	FY 2024	FY 2025
	1	$54.62	$56.26	$57.95
	2	$57.35	$59.07	$60.84
	3	$60.22	$62.03	$63.89
	4	$63.23	$65.13	$67.08
	5	$66.39	$68.38	$70.43

JUNIOR ENGINEER-CIVIL	Step	FY 2023	FY 2024	FY 2025
	1	$44.92	$46.27	$47.66
	2	$47.17	$48.59	$50.05
	3	$49.53	$51.02	$52.55
	4	$52.01	$53.57	$55.18
	5	$54.61	$56.25	$57.94

PLAN CHECK ENIGNEER	Ste	FY 2023	FY 2024	FY 2025
	1	$60.21	$62.02	$63.88
	2	$63.22	$65.12	$67.07
	3	$66.38	$68.37	$70.42
	4	$69.70	$71.79	$73.94
	5	$73.18	$75.38	$77.64

RECREATION SUPERVISOR	Step	FY 2023	FY 2024	FY 2025
	1	$52.01	$53.57	$55.18
	2	$54.61	$56.25	$57.94
	3	$57.34	$59.06	$60.83
	4	$60.21	$62.02	$63.88
	5	$63.22	$65.12	$67.07

SENIOR ACCOUNTANT	Step	FY 2023	FY 2024	FY 2025
	1	$57.35	$59.07	$60.84
	2	$60.22	$62.03	$63.89
	3	$63.23	$65.13	$67.08
	4	$66.39	$68.38	$70.43
	5	$69.71	$71.80	$73.95

SENIOR CIVIL ENGINEER	Step	FY 2023	FY 2024	FY 2025
	1	$66.41	$68.40	$70.45
	2	$69.73	$71.82	$73.97
	3	$73.22	$75.42	$77.68
	4	$76.88	$79.19	$81.57
	5	$80.72	$83.14	$85.63

SENIOR INFORMATION TECHNOLOGY ANALYST	Step	FY 2023	FY 2024	FY 2025
	1	$60.21	$62.02	$63.88
	2	$63.22	$65.12	$67.07
	3	$66.38	$68.37	$70.42
	4	$69.70	$71.79	$73.94
	5	$73.18	$75.38	$77.64

SENIOR PLANNER	Step	FY 2023	FY 2024	FY 2025
	1	$60.21	$62.02	$63.88
	2	$63.22	$65.12	$67.07
	3	$66.38	$68.37	$70.42
	4	$69.70	$71.79	$73.94
	5	$73.18	$75.38	$77.64

SENIOR RECREATION SUPERVISOR	Step	FY 2023	FY 2024	FY 2025
	1	$57.35	$59.07	$60.84
	2	$60.22	$62.03	$63.89
	3	$63.23	$65.13	$67.08
	4	$66.39	$68.38	$70.43
	5	$69.71	$71.80	$73.95

ATTACHMENT C

GENERAL LEAVE PLAN FOR MANAGEMENT, SUPERVISORY, AND PROFESSIONAL EMPLOYEE GROUP INCLUDING THE CITY MANAGER AND CITY ATTORNEY

I. DEFINITION

General Leave is compensated leave for those eligible employees who are absent from duty because of illness, death in the family, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation. Management Leave shall remain separate from General Leave.

II. APPLICABILITY

The General Leave Plan shall apply to regular full-time employees in the Management, Supervisory, and Professional Employee Group. Regular part-time employees in the Management, Supervisory, and Professional Group shall be eligible for prorated general leave based on actual hours worked or budgeted to work. For example, an RPT employee with one year of City service who works 35 hours per week will receive 161 hours of general leave per year. An RPT employee with one year of City service who works 24 hours per week will receive 110.4 hours of general leave per year. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

For payroll implementation, hours/accruals in excess of those based on a 20 or 30 hour workweek will be reimbursed to RPT employees on a quarterly basis until the process is automated.

III. GENERAL LEAVE CREDITS

A. Regular Full-Time Employees
Eligible regular full-time employees shall be entitled to the following annual accrual.

Years of Completed Service	RFT Leave Accrual
1 through 9	184 hours
10 through 14	224 hours
15 through 19	240 hours
20 or more	264 hours

B. General Leave shall be accrued in hours on a semi-monthly basis.

C. During an absence without pay which extends more than fourteen (14) calendar days during a calendar month, the employee shall not accrue General Leave credits.

D. General Leave During First Year: Beginning on the 90th day of employment, regular employees shall be eligible to earn General Leave credits. Upon the completion of said period of service, regular full time employees shall be credited with forty-six (46) working hours of General Leave and shall thereafter accrue General Leave at the rate of 7.66 working hours, semi-monthly for the remainder of the first year and as provided in Subsection A, Section III, above.

E. Maximum Accumulation: Regular Full-time employees may accumulate General Leave credits according to the following schedule:

Years of Completed Service	Maximum Accrual
1 through 9	368 hours
10 through 14	448 hours
15 through 19	480 hours
20 or more	528 hours

F. Regular Part-Time Employees

Beginning on the 90th day of employment, regular part-time employees shall be credited with prorated general leave in accordance with Section II above and as follows:

Years of Complete Completed Service	20-25 hour Leave Accrual	30-35 hour Leave Accrual
1 through 9	92-115 hours	138-161 hours
10 through 14	112-140 hours	168-196 hours
15 through 19	120-150 hours	180-210 hours
20 or more	132-165 hours	198-231 hours

G. Maximum Accumulation: Regular Part-time employees may accumulate General Leave credits according to the following schedule:

Years of Completed Service	20-25 hour Maximum Accrual	30-35 hour Maximum Accrual
1 through 9	184-230 hours	276-322 hours
10 through 14	224-280 hours	336-392 hours
15 through 19	240-300 hours	360-420 hours
20 or more	264-330 hours	396-462 hours

When maximum accrual limits have been reached, excess General Leave credits earned shall be transferred to the Rollover Leave bank on a quarterly basis. Rollover Leave may be used in order to provide security against an employee's extended illness and may not be used for retirement service credit.

Exceptions to the maximum accrual limits may be approved by the City Manager under special circumstances. Requests to exceed maximum accrual limits must be submitted through the Department Head to the City Manager prior to reaching maximum accrual.

IV. GENERAL LEAVE IMPLEMENTATION

Unused leave credits shall be transitioned to General Leave as follows:

A. Vacation Leave Credits: All unused vacation leave credits shall be converted to General Leave credits on an hour-for-hour basis.

B. Sick Leave Credits: All unused sick leave credits shall be maintained in a sick leave bank to be used in accordance with the provisions of the General Leave Plan. Accrued time in the sick leave bank shall not be compensated for in any manner except as used for sick leave or retirement service credit.

C. At time of conversion to General Leave, if vacation credits exceed General Leave accrual limit, a plan shall be developed to reduce converted vacation leave credits to the General Leave accrual limits within six months. A longer period to reduce converted vacation leave credits may be approved by the City Manager under special circumstances.

V. GENERAL LEAVE USAGE

Request and Approval: Department Heads are responsible for arranging leave schedules so that adequate personnel are available to carry on city work. The use of General Leave shall require approval of the Department Head or their designee and shall be governed by the current Personnel Rules dealing with leaves unless specifically covered by this Plan document. Whenever possible, General Leave requests must be approved in advance of the days to be taken as General Leave. The procedure for requesting the use of General Leave shall be as follows:

A. General Leave (Non-medical): Any leave that can be reasonably forecast or anticipated such as vacation, care of children, personal business, etc. shall require prior approval of the Department Head, or the employee's supervisor. The time and amount of General Leave to be taken for non-medical purposes shall be determined by the Department Head with due

regard for the wishes of the employee and particular regard for the needs of the City.

B. General Leave (Medical): An unscheduled absence from work due to an employee's illness shall be referred to as General Leave for medical reasons. The Department Head may require an employee to furnish satisfactory evidence justifying the need to be absent from work for medical reasons. The provisions of A.R. 0513 on sick leave usage shall apply to employees using General Leave for medical reasons. The Department Head shall make the determination and final approval of unscheduled General Leave for medical reasons.

C. An employee may request General Leave for an unanticipated absence from work (e.g. medical, car trouble, care of children, etc.) by notifying their supervisor within one (1) hour after the time set for reporting to work on the first day of such leave and as often thereafter as directed by their supervisor. Final approval for an unanticipated, unscheduled absence shall require Department Head approval. Failure to request an unscheduled leave in the manner described may result in lost work time charged as leave without pay or unauthorized leave of absence. Inappropriate use of unscheduled leave may be grounds for corrective action consistent with current practice.

D. Any employee who is absent from work on an unscheduled leave shall not engage in work or other activities which will inhibit their ability to return to work at the earliest possible time.

E. Medical examination by the City's examining physician may be requested by the Department Head after prolonged, serious, or repetitious illness, injury, or major surgery. An employee's return to duty following illness or injury is subject to the approval of the Department Head or City Manager based upon medical information supplied by the employee's physician and/or the City's physician.

F. On-the-job Injury: An employee absent from work because of a temporary disability which is defined as industrial under the Workers' Compensation Act may charge General Leave credits (or unused sick leave, if approved by the City Manager) in an amount necessary to make up the difference between the employee's regular pay and the amount payable to the employee as temporary disability payments from the Workers' Compensation Insurance Plan of the City.

G. Use of General Leave When Permanently Incapacitated: General Leave shall not be used to continue the salary of employment of any employee after it has been determined that such employee is permanently incapacitated from returning to employment and is eligible for disability retirement.

H. Sick Leave Bank: A sick leave bank shall be established for each employee eligible for General Leave. When an employee becomes eligible for General Leave, any unused sick leave credits will be maintained in this account. Employees may transfer General Leave credits to their sick leave bank in accordance with Section VI of the General Leave Plan.

I. Use of Sick Leave Bank:

1. Upon approval of the City Manager, an employee whose absence is due to illness or injury which qualifies for Family Medical Leave Act (FMLA) or other legally-protected leave, may use unused sick leave balances for absences due to further illness or injury prior to using further General Leave.

2. Upon approval of the City Manager, an employee whose absence is due to illness or injury for more than five (5) consecutive work days for any one occurrence may use unused sick leave balances for absences due to further illness or injury for that particular medical condition prior to further using General Leave.

3. Upon approval of the City Manager, an employee who has exhausted all General Leave credits may be granted the use of unused sick leave balances for a medical purpose. The City Manager may impose up to a five (5) workday waiting period based upon a review of the employee's General Leave usage.

VI. GENERAL LEAVE CONVERSION TO PAY OR SICK LEAVE

A. Buy-Back: Upon using one-half of General Leave credits accrued during the 12-month period from July 1 through June 30 of the prior fiscal year, a regular full-time employee may request to receive pay for up to a total of eighty (80) hours of General Leave per fiscal year (forty (40) to fifty (50) hours for 20-25 hour employees; sixty (60) to seventy (70) hours for 30-35 hour employees) in hourly increments at the current hourly salary rate. To be eligible for General Leave conversion to cash, an employee must have a minimum of 10 days (80 hours for full-time or prorated for RPT) of General Leave credits remaining after the conversion. Requests for General Leave buy-back may be made up to two times per fiscal year in October and/or April for payment on December 15 and/or June 15 or may be deferred into one of the City sponsored deferred compensation plans within IRS limitations.

For calendar year 2022 only, the total amount of general leave allowed for conversion will be increased one time to 120 hours for regular full-time employees,

Effective November 2022 – By December 1 of each calendar year, eligible employees who want to cash-out general leave in the following calendar year, shall make an irrevocable election to cash out in the next calendar year, subject to the conditions set forth below:

- For regular full-time employees: the employee may cash out up to 80 hours of general leave.
- For regular 30-35 hour part-time employees: The employee may cash out up to 60-70 hours of vacation.
- For regular 20-25 hour part-time employees: The employee may cash out up to 40-50 hours of vacation.
- To be eligible to cash out, the employee must have used at least one-half of the vacation time accrued during the 12-month period preceding December.
- Employees must have a minimum of 10 days (80 hours for full-time or prorated for part-time) remaining in general leave accruals at the time of cash out.
- Employees must submit their General Leave Buy-Back Request Form to Payroll by December 1. This is an irrevocable election by the employee.

For example, to buy back general leave that is accrued in calendar year 2023, a full-time employee must elect by December 1, 2022, the amount of hours they want to buy-back. The employee must have used a minimum of 50% of their accrued general leave between December 1, 2021 and November 30, 2022. Employees must further ensure they will have at least ten (10) days of general leave accruals remaining at the time of the buy-back which will occur in December 2023. The buy-back will be paid out in the last full pay period of December 2023, which is December 29, 2023.

The City makes no representation as to the tax consequences of an employee cashing out accrued leave or the general leave buy-back program. It is the employee's sole responsibility to address the tax consequences of cashing out accrued leave or the general leave buy-back program.

VII. GENERAL LEAVE AT TERMINATION

A. An eligible employee whose employment with the City terminates shall be paid for any unused General Leave. Payment for unused General Leave shall be made at the hourly rate of pay in effect for such employee at the time of separation.

B. When termination is caused by the death of an employee, pay for unused General Leave shall be paid to the beneficiary the employee has designated. Such designation shall be in writing, signed by the employee and filed with the Human Resources Office. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

VIII. HOLIDAYS DURING GENERAL LEAVE

When a day designated and observed by the City as a holiday occurs on a day on which an employee is taking General Leave, such employee shall not be charged as using General Leave for that day. The employee's compensation for that day shall be holiday pay

EXHIBIT A

CITY OF NEWARK

COMPENSATION AND BENEFIT PLAN

FOR

~~CITY OFFICIALS AND~~ THE MANAGEMENT, SUPERVISORY,

AND PROFESSIONAL EMPLOYEE GROUP

JULY 1, ~~2019~~

2022

THROUGH

JUNE 30,

~~2022~~2025

Adopted: June 23, 2022 ~~July 11, 2019~~xxxx

~~REVISED: December 18, 2019~~
~~REVISED: February 13, 2020~~
~~REVISED: March 18, 2020~~
~~REVISED: April 8, 2021~~
~~REVISED: June 24, 2021~~
~~REVISED: July 8, 2021~~

by Resolution No. ~~11029~~xxx, ~~amended by Resolution No. 11183, amended by Resolution No. 11216,~~
~~amended by Resolution No. 11239, amended by Resolution No. 11240~~

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~~Resolution No. 10962, amended by Resolution No. 11008, amended by Resolution No. 11025, amended~~

by Resolution No. ~~11029~~xxx, ~~amended by Resolution No. 11183, amended by Resolution No. 11216,~~
~~amended by Resolution No. 11239, amended by Resolution No. 11240~~

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TABLE OF CONTENTS

Section		Page
I.	Term	1
II.	Compensation	1
III.	Working Hours	3
IV.	Acting/Special Assignment Pay	3~~4~~
V.	Deferred Compensation	4
VI.	Retirement	5~~6~~
VII.	Health and Welfare	6~~8~~
VIII.	Life Insurance	9~~10~~
IX.	Educational Reimbursement	9~~11~~
X.	Travel Expense Reimbursement	11~~12~~
	XI. Recreation Benefits	11
XI.	Proration of Holiday, General, & Bereavement Leave Accruals For Regular Part-Time Employees (RPT)	11~~13~~
XII.	Management Leave	11~~13~~
XIV~~III~~.	General Leave	12~~23~~
XV~~IV~~.	Sick Leave	12~~24~~
XVI~~XV~~.	Bereavement Leave	13~~34~~
XVII.	Holidays	13~~34~~

Attachments

A	Management, Supervisory, and Professional Pay Plan
B	Salary Schedule
C	General Leave Plan
~~D~~	~~Recreation Benefits~~

~~Resolution No. 10962, amended by Resolution No. 11008, amended by Resolution No. 11025, amended by Resolution No. 11029, amended by Resolution No. 11183, amended by Resolution No. 11216, amended by Resolution No. 11239, amended by Resolution No. 11240~~

COMPENSATION AND BENEFIT PLAN FOR ~~CITY OFFICIALS AND~~ THE MANAGEMENT, SUPERVISORY, & PROFESSIONAL EMPLOYEE GROUP

I. TERM

This plan shall be in effect from July 1, ~~2019~~ 2022 through June 30, ~~2022~~2025.

II. COMPENSATION

The classifications listed below of management, supervisory, and professional personnel including the City Manager and City Attorney shall be compensated pursuant to the Management, Supervisory, and Professional Pay Plan as set forth in Attachment A and Attachment B attached hereto and incorporated herein by this reference. ~~The classifications that are participating in the Management, Supervisory, and Professional Pay Plan including the City Manager and City Attorney are those listed below:~~

Management, Supervisory, and Professional ~~Compensation~~Classifications

Classification	~~Range~~
Accountant	~~9~~
Accounting Manager	~~15~~
Administrative Analyst	~~9~~
Assistant to the City Manager	~~12~~
Assistant City Engineer	~~19~~
Assistant City Manager ~~(Dept. Head)~~*	~~24~~
~~Administrative Services Director (Dept. Head)~~	~~24~~
Assistant Engineer-Civil	~~9~~
Assistant Maintenance Superintendent	~~14~~
~~Assistant Planner~~	~~8~~
Associate Civil Engineer	~~13~~
Associate Planner	~~10~~
~~City Architect~~	~~19~~
Chief Building Official	~~18~~
City Attorney (Exempt Service)*	~~24~~
City Clerk	~~15~~
City Manager (Exempt Service)*	~~28~~
Community Development Director (Dept. Head)*	~~24~~
Community Preservation Manager	~~12~~
Deputy Community Development Director	~~17~~
Economic Development Manager	~~15~~
Environmental Services Manager	~~15~~
Finance Director (Dept. Head)*	~~24~~
~~Finance Manager~~	~~18~~

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Human Resources Director (Dept. Head)*	~~24~~
~~Human Resources Manager~~	~~15~~
Chief Information ~~Systems~~ Officer/Information Technology Director (Dept Head)*~~Manager~~	~~15~~
Information Technology Analyst	
Junior Engineer - Civil	~~7~~
Maintenance Superintendent	~~16~~
Plan Check Engineer	~~13~~
Planning Manager	~~15~~
Police Chief (Dept. Head)*	~~24~~
Public Works Director (Dept. Head)*	~~24~~
Recreation and Community Services Director (Dept. Head)*	~~24~~
*Recreation and Community Services Manager	~~15~~
Recreation Supervisor	~~10~~
Senior Accountant	~~12~~
Senior Administrative Analyst	~~12~~
~~Senior Center Supervisor~~	~~9~~
Senior Civil Engineer	~~15~~
Senior Information Technology Analyst	
Senior Planner	~~13~~
Senior Recreation Supervisor	~~12~~

*The Newark Executive Management Team, including all department heads, the City Attorney, the Assistant City Manager, and the City Manager, are at-will positions.

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Effective July 1, ~~2019~~2022, the total compensation salary ranges for management, supervisory, and professional classifications including the City Manager and City Attorney shall be increased ~~one and one-half~~four percent (4.0~~1.5~~%) as set forth in Attachment B, attached hereto and incorporated herein by this reference. All regular management, supervisory, and professional employees including the City Manager and City Attorney, shall receive a ~~one and one-half~~four percent (4.0~~1.5~~%) salary increase.

Effective July 1, ~~2020~~2023, the total compensation salary ranges for management, supervisory, and professional classifications including the City Manager and City Attorney shall be increased ~~one and one-half~~three percent (3.0~~1.5~~%) as set forth in Attachment B, attached hereto and incorporated herein by this reference. All regular management, supervisory, and professional employees including the City Manager and City Attorney, shall receive a three ~~one and one-half~~ percent (3.0~~1.5~~%) salary increase.

Effective July 1, ~~2021~~2024, the total compensation salary ranges for management, supervisory, and professional classifications including the City

Manager and City Attorney shall be increased ~~one and one-half~~three percent (3.0~~1.5~~%) as set forth in Attachment B, attached hereto and incorporated herein by this reference. All regular management, supervisory, and professional employees including the City Manager and City Attorney, shall receive a ~~one and one-half~~three percent (3.0~~1.5~~%) salary increase. ~~If by January 1, 2021, the City's revenues for Fiscal Year 21/22 are projected to be at least $1,250,000 less than actual revenues for Fiscal Year 20/21, the City may reconsider the ability to provide the one and one half percent (1.5%) salary increase scheduled for July 1, 2021.~~

Executive Management Team shall include the City Manager, the City Attorney and those classifications designated as Department Heads.
Salary Computation: Hourly equivalent of base monthly = base monthly salary x 0.0057692 (0.0057692 represents the monthly salary divided by the average number of hours worked in a month).

~~All active management, supervisory, and professional employees employed as of July 1, 2019, shall be eligible to receive an off-salary-schedule lump sum payment. The payment shall be $1,000 for full-time management, supervisory, and professional employees and pro-rated for part-time management, supervisory, and professional employees and shall be provided by no later than September 1, 2019.~~

~~The off-salary-schedule lump sum payment of $1,000 is not reportable to CalPERS, consistent with the CalPERS "Off-Salary-Schedule Pay" Circular Letter dated November 10, 2016.~~

A. Police Chief Compensation: The Police Chief is eligible to receive Longevity Pay and Education Incentive Pay consistent with the Newark Police Management Association (NPMA) Memorandum of Understanding.

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III. WORKING HOURS

A. Full-time management, supervisory, and professional employees work 40 hours per week and as necessary. The Nine-Eighty (9/80) is the standard work schedule that equates to 40-hours per week in a two week period. Typically, an employee assigned to this work schedule will work 9 hours per day for four days and one day of 8 hours in one week (44 hours) and then 9 hours per day for four days in the next week (36 hours). The City Manager may revise the standard work schedule upon reasonable notice.

B. City offices will be closed for business during the December holiday season. Non-essential employees, as determined by the City Manager, will participate in a four-day furlough. Employees may use general leave,

management leave, ~~birthday holiday~~ or floating holidays during the furlough.

C. Eligible employees on leave of absence without pay due to the furlough shall be paid holiday pay for holidays occurring during the furlough. Employees on an approved leave of absence without pay that started before December 10 and extends through or beyond December 31 will not be affected by the furlough and will not be eligible for holiday pay.

D. Employees who elect a leave of absence without pay for the furlough may request up to a four-day salary advance. The salary advance must be requested by June 1 preceding the furlough. Repayment of a salary advance for the furlough may be spread over a period of time provided that:

1. There is two weeks advance notice to payroll,

2. The salary advance ~~for a given fiscal year~~ is fully repaid no later than the last full pay period of the calendar year, so all payments occur within the same calendar and fiscal year of the furlough~~by May 31 of that fiscal year~~,

3. Payments begin no ~~later~~ earlier than ~~January~~ July 1 of the ~~fiscal~~ impacted calendar year, and

4. The repayment plan is approved by the Finance Director, or designee prior to the furlough.

E. Alternatives to the 9/80 work schedule will be subject to the approval of the City Manager.

IV. ACTING/SPECIAL ASSIGNMENT PAY

A. Management, supervisory, and professional employees are eligible for premium pay of 5% over base salary while acting in a higher classification when assigned and prescribed by the City Manager.

B. The City agrees to pay regular full-time employees bilingual assignment pay of $100.00 per month. Regular part-time employee scheduled to work 30-35 hours per week will receive bilingual assignment pay of $75.00 per month and regular part-time employees scheduled to work 20-25 hours per week will receive bilingual assignment pay of $50.00 per month. Eligibility for bilingual assignment pay shall be based on the provisions outlined in Administrative Regulation 0522.

V. DEFERRED COMPENSATION

A. ~~Pursuant to Section 401(a), Internal Revenue Code, the CONTRIBUTION PROVISIONS, Section E, of t~~The Newark Executive Management ~~Plan,~~Team shall ,receive and participate in the following Deferred Compesnation 401(a) Plan provisions:~~be as follows:~~

1. The Employer shall contribute on behalf of each participant six percent (6%) of earnings for the Plan Year.

2. Each participant is required to contribute six percent (6%) of earnings for the Plan Year as a condition of participation.

Said participant contribution shall be included in total compensation for the purpose of computation in Public Employees Retirement System.

B. ICMA-RC VantageCare Retirement Health Savings (RHS) plan.

The Newark Executive Management Team will participate in the RHS plan on a mandatory basis. The mandatory contribution will consist of the $100 monthly Health and Welfare Allowance. The $100 monthly allowance will be automatically deferred to the RHS plan. ~~–~~Specifics of the plan and any additional mandatory contributions are described and available in the plan summary.

C. Implementation of Section 414(h)(2) of the United States Internal Revenue Code.

1. Pick-up of Employee Contributions

a. Pursuant to the provisions of this Agreement, the City shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the City in lieu of employee contributions.

b. Employee contributions made under paragraph a. shall be paid from the same source of funds as used in paying the wages to affected employees.

c. Employee contributions made by the City under paragraph a. shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.

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d. The employee does not have the option to receive the City's contributed amount paid pursuant to this Agreement directly instead of having it paid to the retirement system.

2. Wage Adjustment

Notwithstanding any provision in the current agreement to the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the City pursuant to the provisions hereof.

3. Limitations to Operability

Section V. C. shall be operative only as long as the City of Newark pick-up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

VI. RETIREMENT

A. All Management employees who were appointed prior to January 1, 2013 and all "Classic Members" (as defined by CalPERS) are referred herein either as "Classic Members" or as "Classic".

~~B. The City shall continue to provide to all sworn Classic management employees a retirement formula known as "3% at 50" together with single year highest compensation, military service credit for prior service, and the indexed level 1959 survivor benefit options of the CalPERS pension plan. Sworn Classic Members continue to pay the 9% employee rate for the 3% at 50 retirement formula plus continue to pay up to 4% of an additional contribution in accordance with the following formula for a current total pre-tax contribution of 13%.~~

~~Sworn Classic members will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this agreement if the CalPERS Safety Plan employer actuarial rate for the 3% at 50 retirement formula exceeds 17.00% to a maximum of 25.00%. In the event that the employer rate exceeds 25.00%, the City shall be responsible for any increase above 25.00%. In subsequent years, if the rate over 17.00% decreases, the sworn Classic members matching percentage of salary in the form of the employee contribution rate will be reduced by the above formula. Employer rate reductions below 17.00% will not be shared with sworn Classic members under the above formula.~~

~~The following example is for illustrative purposes only:~~

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~~If the CalPERS Safety Plan employer actuarial rate for the 3% at 50 retirement formula increased from 17.00% to 20.00% effective July 1, 2006, the sworn Classic members' rate would increase from 9.00% to 10.50%. The City would then be responsible for the matching 1.50%. If the rate decreased from 20.00% to 18.00%, the sworn Classic members' rate would decrease by 1.00%. The members' rate increase or decrease would be done through a contract amendment with CalPERS and the City.~~

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~~C.~~B. The City shall continue to provide to all non-sworn Classic management employees a retirement formula known as "2.5% at 55" together with single year highest compensation, pre-retirement optional settlement level 2 death benefit, military service credit for prior service, and the indexed level 1959 Survivor Benefit options of the CalPERS pension plan. Non-Sworn Classic Members continue to pay the 8% employee rate for the 2.5% at 55 retirement formula plus continue to pay up to 3.468% of an additional contribution in accordance with the following formula for a total tax deferred contribution of 11.468%.

Non-sworn Classic members will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this agreement if the CalPERS Miscellaneous Plan employer actuarial rate for the 2.5% at 55 retirement formula exceeds 10.00% to a maximum of 16.936%. In the event that the employer rate exceeds 16.936%, the City shall be responsible for any increase above 16.936%. In subsequent years of the term of the agreement, if the rate over 10.00% decreases, non-sworn Classic members' matching percentage of salary will be reduced by the above formula. Employer rate reductions below 10.00% will not be shared under the above formula.

The following is for illustrative purposes only:

> If the CalPERS Miscellaneous Plan employer actuarial rate increases to 10.00%, each Classic non-sworn member would contribute zero (-0-) from their salary to pay for the retirement benefit. If the rate increases ~~from 10.00% to 13.00~~3.0%, each non-sworn Classic member would contribute half of the 3.00% increase (1.50%) from their salary to pay for the retirement benefit. The City would then be responsible for the matching 1.50%. If the rate decreased ~~from 13.00% to 11.00~~by 3.0%, the non-sworn Classic member would no longer contribute the additional ~~0~~1.50% of ~~the increase above 10.00% from~~ their salary towards the employer rate to pay for the retirement benefit. ~~to pay for the retirement benefit. The City would then be responsible for the 6% ing 0.50%.~~

~~D. The City shall provide to sworn management employees who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) a retirement formula known as 2.7% at 57 in accordance with the Public Employees' Pension Reform Act of 2013.~~

~~Sworn Management employees who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) will contribute half the normal cost of the 2.7% at 57 plan as required by the Public Employees' Pension Reform Act of 2013.~~

~~In addition to paying the employee rate (currently 11.5%), sworn PEPRA Members will pay an additional contribution of 4.0% for a total of 15.5%. If CalPERS approves a contract amendment for the City of Newark that charges Sworn New PEPRA Members an additional 1.5% contribution rather than an additional 4% contribution for a current total of 13% rather than a current total of 15.5% (and CalPERS approves the provisions described herein for Sworn Classic Members, Non-Sworn Classic and Non-Sworn PEPRA Members), the City agrees to amend its contract for Sworn PEPRA Members accordingly.~~

~~The following is for illustrative purposes only:~~

~~If the employee rate for sworn PEPRA Members is 11.5%, in this example sworn PEPRA Members would pay the 11.5% employee rate plus an additional 4% for a total of 15.5%.~~

~~E.~~C. The City shall provide to all non-sworn Management employees who were appointed on or after January 1, 2013 who are non-sworn PEPRA Members (as defined by CalPERS) a retirement formula known as 2% at 62 in accordance with the Public Employees' Pension Reform Act of 2013.

Non-sworn Management employees who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) will contribute half the normal cost of the 2% at 62 plan as required by the Public Employees' Pension Reform Act of 2013.

In addition to paying the employee rate ~~(currently 6.25%)~~, non-sworn PEPRA Members will pay the same percentage of an additional contribution as non-sworn Classic Members pay ~~(currently 3.468%) for a current total of 9.718%~~.

The following is for illustrative purposes only:

If Classic Members pay 3.468% of the employer rate, PEPRA Members will pay a total of 3.468% of the employer rate. If the employee rate for PEPRA Members is 6.75%, in this example PEPRA Members would pay the 6.75% employee rate plus an

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additional 3.468% towards the employer rate for a total of 10.218%.

~~F.~~D. The City shall provide the one-year highest compensation option to Classic sworn and non-sworn members. The City shall provide the three-year average compensation requirement to PEPRA members as defined above.

VII. HEALTH AND WELFARE

A. The contribution by the City toward monthly premiums for health and welfare programs of management, supervisory, and professional employees shall be the Minimum Employer Contribution as determined by CalPERS for employers under the Public Employees' Medical and Hospital Care Act (PEMHCA). In the event that an employee elects to waive participation in the Program, that amount will be paid to the employee as part of the Cash-in-Lieu benefit as provided below in Section 4. The employee shall execute a waiver in the event the employee elects not to participate in the PERS Health Benefit Program or cancel participation after enrollment.

B. The City agrees to maintain a cafeteria plan under Section 125 of the Internal Revenue Code (IRC). The cafeteria plan allows employees to voluntarily reduce salary in an amount equal to the actual premiums for the PERS Health Plan, City-administered dental insurance and/or vision insurance as a before-tax conversion of salary. In the event of changes in law affecting the Flexible Benefit Plan, the City agrees to meet with management, supervisory, and professional employees regarding the impact of such changes.

~~C. Effective for the 2020 plan year, the City shall contribute to each eligible management, supervisory, and professional employee's cafeteria plan an amount equal to the following minus the Minimum Employer Contribution.~~

~~Employee Only: $844~~
~~Employee + 1 Dependent: $1,687~~
~~Employee + 2 or more Dependents: $2,228~~

~~Effective for the 2021 plan year, the City shall contribute to each eligible NAME employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.~~

~~Employee Only: $861~~
~~Employee + 1 Dependent: $1,721~~
~~Employee + 2 or more Dependents: $2,273~~

Effective for the 2022 plan year, the City shall contribute to each eligible ~~NAME~~ employee's cafeteria plan, an amount equal to the following, minus

the Minimum Employer Contribution.

Employee Only: $878
Employee + 1 Dependent: $1,755
Employee + 2 or more Dependents: $2,318

Effective for the 2023 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular, Full-Time Employees and Regular Part-Time Employees working 30-35 hours:

Employee Only: $896
Employee + 1 Dependent: $1,7590
Employee + 2 or more Dependents: $2,364

For Regular Part-Time Employees working 20-25 hours:
Employee Only: $448-$560
Employee + 1 Dependent: $$895-$1,119
Employee + 2 or more Dependents: $$1,182-$1,478

Effective for the 2024 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular, Full-Time Employees and Regular Part-Time Employees working 30-35 hours:
Employee Only: $913
Employee + 1 Dependent: $1,826
Employee + 2 or more Dependents: $2,412

For Regular Part-Time Employees working 20-25 hours:
Employee Only: $457-$571
Employee + 1 Dependent: $913-$1,141

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Employee + 2 or more
Dependents: $1,206-$1,507

Effective for the 2025 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

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For Regular, Full-Time Employees and Regular Part-Time Employees working 30-35 hours:

Employee Only: $932
Employee + 1
Dependent: $1,862
Employee + 2 or more
Dependents: $2,460

For Regular Part-Time Employees working 20-25 hours:

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Employee Only: $466-$582
Employee + 1 Dependent:
$931-$1,164
Employee + 2 or more
Dependents: $1,230-$1,537

~~D.~~C. **Cash-in-Lieu and Cafeteria Plan Cash Back:** Employees electing not to participate in the City's cafeteria plan and waiving all medical, dental, and vision benefits, will receive $450 "cash-in-lieu" of benefits, which includes the PEMCHA minimum per section A.1 above. Employees who participate in the cafeteria plan but who do not utilize the full benefit allowance, may receive ~~"cashout"~~ up to $450 per month of any money not used for the purchase of employer-offered benefits. Cash-in-lieu and cafeteria plan "~~cashout~~cash back" ~~Any "cashout"~~ will be paid to the employee in taxable compensation.

For Regular Part-Time Employees working 30-35 hours this amount will be $338-$394.
For Regular Part-Time Employees working 20-25 hours this amount will be $225-$281.

1. Regular full time employees in the Management, Supervisory, and Professional Employee Group, City Manager, and City Attorney ~~are eligible~~shall receive ~~for~~ an allowance of up to $100 per month intended to be used towards the cost of health care premiums, long term disability premiums, short term disability premiums and/or reimbursement for medical, dental, vision, and prescription expenses.

Executive Management Team members enrolled in the ICMA VantageCare Retirement Health Savings (RHS) Plan will have their $100 monthly allowance automatically deferred to the RHS plan.

~~E.~~ All regular part-time employees in the Management, Supervisory, and Professional Employee Group ~~are eligible for~~shall receive an allowance of up to $75 for 30-35 hour employees and up to $50 for 20-25 hour employees. This allowance will be reported as taxable income and provided to employees based on the following criteria:

~~1. Reimbursement for health care premiums will be paid on a monthly basis up to a maximum of $100 per month for full time employees, up to a maximum of $75 for regular part-time 30-35 hour employees and up to a maximum of $50 for regular part-time 20-25 hour employees. Executive Management Team members enrolled in the ICMA VantageCare Retirement Health Savings (RHS) Plan will have their $100 monthly allowance automatically deferred to the RHS plan.~~

~~2. Reimbursement for health care expenses may be requested on a quarterly basis by submitting receipt or other evidence of payment for expenses not covered by health care insurance to the Human Resources Department during the last week of each quarter. The minimum reimbursement allowance will be $33.00 and the maximum quarter reimbursement allowance is $300.00 for full time employees, $225 for regular part-time 30-35 hour employees and $150 for regular part-time 20-25 hour employees.~~

~~3.~~ An employee must be in a paid status (on the payroll) in order to receive ~~reimbursement for health care premiums, long term or short term disability premiums, or health care expenses~~the allowance. During any unprotected leave of absence without pay, an employee is not eligible to receive the health care benefit allowance. ~~However, upon return from the leave of absence without pay, an eligible employee may receive reimbursement for health care premiums or health care expenses that would have been paid if the employee had continued working provided the employee returns to work within six months of the effective date of the leave of absence without pay.~~

~~4.~~2. Employees appointed to a classification covered by this Compensation Plan will be eligible for the health and welfare benefit on the first of the month coincident to or immediately following appointment.

~~5.~~3. When an employee is terminated or in an unpaid leave status, the health and welfare benefit shall be paid on a monthly pro-rata basis ~~if the employee qualified for the Health Benefit~~. To qualify for pro-rata pay, employee must serve 50 percent of the working days in the

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month ~~to qualify for the $100 benefit~~.

~~F.~~D. The City will explore alternatives to the CalPERS health program, in the interest of offering comprehensive and competitively priced health insurance alternatives to employees.

VIII. LIFE INSURANCE

The City will provide City-paid life insurance coverage of $20,000 to each management, supervisory, and professional employee including the City Manager and City Attorney. Effective July 1, 2022, this amount will increase to $50,000 for regular full-time and regular part-time employees. Additional life insurance can be purchased at the employee's option on an after-tax payroll deduction basis.

IX. EDUCATIONAL REIMBURSEMENT

A. Job-related Training

1. The City Manager may authorize reimbursement up to 100% of the cost for professional courses and programs that are directly related to the employee's job or which will prepare the employee for advancement or acceptance of greater responsibility. A certificate of completion or a passing course grade must be attained for reimbursement.

B. Plan and Agreement for a College Degree Program

1. In addition to job-related training, the City Manager may authorize reimbursement for up to $10,000.00 of the cost for tuition fees and required text books for a college degree program directly related to the employee's job which will prepare the employee for advancement or acceptance of greater responsibility provided that the employee attains a course grade of "C" or a passing grade as defined by the degree program if that requirement is higher than a "C" grade.

2. If an employee receives more than $5,000.00 dollars during their term of employment with the City of Newark in a college degree program, the employee is required to sign an Educational Reimbursement Plan Agreement in order to qualify for and to participate in the Educational Reimbursement College Degree Program. The employee is then subject to the Educational Reimbursement Plan and Agreement for a College Degree Program as follows:

a. Employee will maintain employment with the City of Newark for a

period of five years after completion of the last class taken under the Education Reimbursement Plan; and

b. In the event that employee leaves the City of Newark and does not complete the five year employment period, employee warrants that he/she will reimburse to the City all money paid (up to $10,000) under the Educational Reimbursement Plan as follows:

i. 100% of money paid if the employee voluntarily leaves city employment in the first year after completion of the last class taken under the Educational Reimbursement Plan.

ii. 80% of money paid if the employee voluntarily leaves city employment in the second year after completion of the last class taken under the Educational Reimbursement Plan.

iii. 60% of money paid if the employee voluntarily leaves city employment in the third year after completion of the last class taken under the Educational Reimbursement Plan.

iv. 40% of money paid if the employee voluntarily leaves city employment in the fourth year after completion of the last class taken under the Educational Reimbursement Plan.

v. 20% of money paid if the employee voluntarily leaves city employment in the fifth year after completion of the last class taken under the Educational Reimbursement Plan.

vi. After five years following completion of the last class taken under the Educational Reimbursement Plan, employee owes no further monetary obligation to the City of Newark for participation in the Educational Reimbursement Plan.

3. To qualify for the Educational Reimbursement College Degree Program, degree program courses must be received from an accredited institution as identified on the U.S. Department of Education's List of Nationally Recognized Accrediting Agencies or the Council for Higher Education Accreditation's (CHEA) List of Participating and Recognized Organizations.

X. TRAVEL EXPENSE REIMBURSEMENT

A. Management, supervisory, and professional employees who do not receive a vehicle allowance shall be reimbursed for the use of their private vehicle on City business at the rate prescribed by the Internal Revenue Service for

Personal Income Tax Returns.

B. Certain management, supervisory, and professional employees designated by the City Manager shall be provided a vehicle allowance in the amount of $400 per month. Management, supervisory, and professional employees who receive a vehicle allowance shall be reimbursed for the use of their private vehicle for City business at the rate prescribed by the Internal Revenue Service for Personal Income Tax Returns for travel in excess of 200 miles per month.

C. Executive management employees including the City Manager and City Attorney shall receive a vehicle allowance in the amount of $400 per month and will be reimbursed for the use of their private vehicle for City business at the rate prescribed by the Internal Revenue Service for Personal Income Tax returns for travel in excess of 200 miles per month.

XI. RECREATION BENEFITS:

Employees and their spouses or registered domestic partners and up to 2 children or grandchildren living in the same household, 26 years of age and under, may use the gym, exercise equipment and aquatic facilities (excluding classes and facility rentals) at the Silliman Community Activity and Family Aquatic Center free of charge.

Employees, their spouses or registered domestic partners, and their children and grandchildren 26 years of age and under, will receive resident rates for class registration and facility rentals.

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~~XI.~~XII. PRORATION OF HOLIDAY, GENERAL, AND BEREAVEMENT LEAVE ACCRUALS FOR REGULAR PART-TIME EMPLOYEES (RPT)

Regular part-time employees will receive prorated holiday, general, and bereavement leave accruals based on the actual hours worked or budgeted to work. For example, an RPT employee who works 35 hours per week will receive 7 hours of pay per holiday. An RPT employee who works 24 hours per week will receive 4.8 hours of pay per holiday. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

~~XII.~~XIII. MANAGEMENT LEAVE

The City Manager, upon the recommendation of the Department Head, will establish an annual allocation of up to forty (40) hours of management leave per fiscal year for each eligible member of the Management, Supervisory, and

Professional Employee Group in recognition of the extra hours of work required of this employee group for which compensation in the form of overtime pay is not provided. The City Manager may authorize up to an additional sixteen (16) hours of management leave. Management leave may be used for leave purposes only and cannot be converted to pay or carried over from one fiscal year to another. Management leave must be taken prior to separation.

In recognition of the extra hours of work required, the City Manager and City Attorney shall receive an annual allocation of fifty-six (56) hours of management leave per fiscal year.

Regular part-time employees may be granted management leave proportionally to their assigned work hours as recommended by the Department Head with approval by the City Manager.

~~XIII.~~XIV. GENERAL LEAVE

The General Leave Plan shall provide compensated leave for those eligible employees who are absent from duty because of illness, death in the family, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation. The General Leave Plan is attached to the Compensation and Benefit Plan as Attachment C.

~~XIV.~~XV. SICK LEAVE

Each eligible management, supervisory, and professional employee shall have a sick leave bank in which that employee may accrue and use sick leave credits pursuant to the General Leave Plan. Sick leave credits may be used toward early retirement under the Public Employees' Retirement System plan.

A. COVID-Related Temporary Benefits: Employees subject to the Plan that did not use EPAL or only partially used EPAL between March 17, 2020 and April 30, 2020 are eligible for up to 120 hours of Additional Administrative Leave ("AAL"). Full time employees are eligible for up to 120 hours of AAL based on 3 weeks of regularly scheduled full time hours (40 hours per week) with part time employees eligible for a prorated amount of AAL based on 3 weeks of regularly scheduled part-time hours. AAL will be reduced proportionately by the amount of EPAL that the employee used. For example, if a full time employee subject to the Plan partially worked between March 17, 2020 and April 30, 2020, but still utilized 60 hours of EPAL, that employee would have 60 hours of AAL, while if a part time employee subject to the Plan that is regularly scheduled for 30 hours per week (and is thus eligible for up to 90 hours of AAL) utilized 60 hours of EPAL, that employee would have 30 hours of AAL. AAL has no cash value and must be used by December 31, 2022. Any AAL remaining on January 1, 2023 will be removed and no longer available for use.

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~~XV.~~XVI. BEREAVEMENT LEAVE

Regular full-time employees may be granted up to a maximum of 40 hours of bereavement leave where there has been a death of a husband, wife, registered domestic partner, ~~son, daughter, stepson, stepdaughter,~~ sister, brother, mother, stepmother, father, stepfather, grandparent, grandchild, grandparent-in-law, mother-in-law, father-in- law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law of an employee. A maximum of eighty (80) hours of bereavement leave may be granted for the death of a son, daughter, stepson, or stepdaughter.

Regular part-time employees shall be eligible for prorated bereavement leave as described in Section XII and listed below:

Work Schedule	Prorated Bereavement Leave
30-35 work hours	up to a maximum of 30-35 hours
20-25 work hours	up to a maximum of 20-25 hours

~~XVI.~~XVII. HOLIDAYS

A. Regular Employees

The following days shall be recognized as municipal holidays for pay purposes for regular full time and regular part-time management, supervisory, and professional employees including the City Manager and City Attorney:

- January 1, New Year's Day
- Third Monday in January, Martin Luther King, Jr. Day
- Third Monday in February, Presidents Day
- Last Monday in May, Memorial Day
- July 4, Independence Day
- First Monday in September, Labor Day
- November 11, Veterans Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- ~~December 24, Christmas Eve Day Last work day before Christmas~~
- December 25, Christmas Day
- ~~Employee's Birthday, to be taken within the fiscal year of the employee's birthday, subject to department head approval~~
- Two ~~F~~floating Holidays, to be scheduled subject to department head approval

Regular full-time employees will receive eight (8) hours of pay for each holiday that falls on a scheduled workday.

When any day recognized as a holiday by the City falls on a Sunday, the following Monday shall be considered the holiday. When any day recognized as a holiday by the City falls on a Saturday, the preceding Friday shall be considered the holiday.

The ~~employee birthday holiday and the~~ floating holiday must be scheduled and used during the fiscal year. ~~An employee must be employed in a classification covered by this Resolution on their birth date to be eligible for the birthday holiday during that fiscal year.~~

If an employee's hire date falls between July 1 and December 31, the employee will be eligible for the floating holiday during the current fiscal year. If an employee's hire date falls between January 1 and June 30, the employee will be eligible for the floating holiday beginning July 1, of the next fiscal year.

Holidays shall not be carried over from one fiscal year to another. Upon separation, an unused holiday cannot be converted to cash.

With the continuation of the 9/80 bi-weekly work schedule, Closed Holiday Credits and debits will be calculated for each employee by Payroll and will be funded in the employee's Floating Holiday Bank on July 1 of the current fiscal year. Closed Holiday Credits are subject to all the benefits and restrictions of a Floating Holiday. They have no cash value and cannot be carried over from one fiscal year to the next fiscal year. If the employee separates from service before the end of the fiscal year, no further adjustments in the Closed Holiday Credits will be made.

If the employee does not have any accrued leave available to be charged for the additional hour(s) for the holiday, the employee shall be charged with leave without pay.

B. Regular Part-Time Employees

Upon completion of 1,040 work hours or one year of continuous active service, whichever occurs first, regular part-time management, supervisory, and professional employees shall be eligible for prorated holidays in accordance with Section XII and as listed below:

Work Schedule	Holiday Pay
30-35 work hours	6-7 hours per holiday
-25 work hours	4-5 hours per holiday

ATTACHMENT A

MANAGEMENT, SUPERVISORY, AND PROFESSIONAL PAY PLAN

This Management, Supervisory, and Professional Pay Plan applies to all regular management, supervisory, professional, City Manager and City Attorney classifications ~~except City Council members.~~:

I. POLICY

The City's policy for management, supervisory, and professional salaries is to establish and maintain a general salary structure based on marketplace norms and internal job alignment, which provides flexibility to reward management, supervisory, and professional personnel based on performance. Structures, ~~and~~ ranges and salary steps will be reviewed annually and updated as necessary based on the market conditions, internal relationships, and City's financial condition.

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Individual salary adjustments will be considered by the City Manager based on (1) performance factors and overall contribution to management of the City; (2) pay structure adjustments; and (3) City's financial condition.

II. ADMINISTRATION

The City Manager shall be accountable to the City Council for the overall administration of the Management, Supervisory, and Professional Pay Plan and will report on such administration annually or more often, as requested. Department heads are responsible for recommending to the City Manager salary adjustments for employees within their departments who are covered by the Plan.

The City Council shall consider the necessary adjustment of management, supervisory, and professional salary ranges annually. In determining plan adjustments, the City Council shall consider such matters as changes in the cost of living, other salary changes such as those arrived at through negotiations with recognized employee groups, compression between this employee group and subordinate class ranges and the competitive position of the City in recruitment and retention of management, supervisory, and professional personnel.

The overall salary structure, supporting administrative policies, and assignment of classifications to salary ranges will be reviewed annually by the City Manager with appropriate reporting to the City Council relative to the status of the program.

III. BASIC PLAN ELEMENTS

A. Structure: ~~.~~

Management Classifications: The ~~Management, Supervisory, and Professional~~ Pay Plan consists of thirty (30) salary ranges which apply to Management classifications and which provide an approximate spread of ~~forty-five~~twenty (~~45~~20) percent between the minimum and maximum amounts and a differential of five (5) percent between the maximum of the ranges descending from the maximum amount established for Range No. 30.

All management ~~, supervisory, and professional~~ classifications will be assigned an appropriate pay grade based on salary survey data and internal relationships.

~~A.~~ **Supervisory and Professional Classifications:** For supervisory and professional classifications, the Pay Plan consists of specific ~~There shall be no specific or~~ predetermined "salary steps". Each classification shall have five (5) salary steps, with an approximate five (5) prevent differential between each salary step. ~~within the range thus allowing the flexibility of adjustment to recognize varying levels of performance. All management, supervisory, and professional classifications will be assigned an appropriate pay grade based on salary survey data and internal relationships.~~

B.

As needed competitive marketplace studies will be made which will focus on general salary trends for groups of management, supervisory, and professional positions. Periodically, studies will more specifically include position-by-position comparisons using marketplace and internal relationship data. Depending on the results of these studies, the entire pay grade structure may be adjusted or individual positions may be reassigned to different salary ranges. Such assignment will only affect the salary administration framework. No individual salaries will be automatically changed because of structural adjustments.

~~B.~~C. Performance Appraisal. All management, supervisory, and professional personnel shall have their performance reviewed at least once each fiscal year, generally coinciding with the employee's anniversary date. All individual salary adjustments, including those within a salary range and those made to progress through the pre-determined salary steps, shall be based on performance and require an up-to-date performance evaluation to be considered for a salary adjustment. The performance review program provides a planned and orderly means of evaluating individual performance in relation to areas of accountability and program responsibilities. The performance review document and the salary

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adjustment, either within a salary range or to progress through salary steps, recommended by the department head should be forwarded to the City Manager for consideration and final approval.

~~C.~~D. Adjustments based on Management Range Movement. Adjustments to salary ranges may occur to reflect cost-of-living changes, labor market conditions, and parity to avoid compression with non-management, supervisory, and professional position classifications. The City Manager may grant an upward adjustment in an individual's salary in any amount up to an amount equal to the adjustment in the salary range or the City Manager may maintain an individual salary at present level. An adjustment of individual salaries is not required by a change in the salary range to which the position is assigned except to maintain the minimum salary for the range.

~~D.~~E. Meritorious Performance Adjustment for Management. An employee shall be eligible to receive one merit increase per twelve-month period if the employee's performance is ~~beyond a~~deemed to be at a satisfactory level or above. A meritorious performance adjustment would be in addition to any adjustment based on range movement. ~~For fiscal years 2019-2020, 2020-2021 and 2021-2022 s~~Such an increase shall be up to ~~two~~ five percent (~~2~~5%), the exact percentage being determined by the City Manager based on an evaluation of the degree of meritorious service and overall contribution to management of the City.

Salary adjustments more frequently than once each twelve month period, but not more than once each six months may be approved by the City Manager for the following reasons:

1. An employee's salary is below the midpoint of the range and the employee has experienced substantial growth in their position representing an increased value to the City.

2. An employee has demonstrated outstanding performance or made an exceptional contribution to the City.

Whenever an employee receives a six-month meritorious performance adjustment, the employee's anniversary date will change pursuant to the Personnel Rules and Regulations.

~~E.~~F. Special Adjustment for Management. The City Manager may authorize salary adjustments up to ten (10) percent per fiscal year within the assigned salary range for the following reasons:

1. An employee's performance consistently exceeds the scope and expectations of their classification as determined by the City Manager.

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2. Competitive labor market conditions warrant an adjustment.

3. An employee's overall contribution and value to the City as determined by the City Manager warrants an adjustment.

ATTACHMENT B

SALARY RANGE SCHEDULE
COMPENSATION BASE FOR REGULAR FULL-TIME MANAGEMENT CLASSIFICATIONS
~~Management, Supervisory, and Professional Employees~~

Classification	Range
Accounting Manager	15
Assistant to the City Manager	12
Assistant City Engineer	19
Assistant City Manager	25
~~Assistant Engineer-Civil~~	~~9~~
Assistant Maintenance Superintendent	14
Chief Building Official	18
City Attorney (Exempt Service)	24
City Clerk	16~~5~~
City Manager (Exempt Service)	28
Community Development Director (Dept. Head)	24
Community Preservation Manager	12
Deputy Community Development Director	18
Economic Development Manager	16
Environmental Services Manager	15
Finance Director (Dept. Head)	24
Human Resources Director (Dept. Head)	24
Chief Information Officer/Information Technology Director	24
Maintenance Superintendent	16
Planning Manager	15
Police Chief (Dept. Head)	25
Public Works Director (Dept. Head)	24
Recreation and Community Services Director (Dept. Head)	24
~~*~~Recreation and Community Services Manager	15

Effective July 1, 2022

Range	Minimum	Maximum
RANGE 01	$5,885.70	$ 7,062.84
RANGE 02	$6,183.14	$ 7,419.77
RANGE 03	$6,491.40	$ 7,789.68
RANGE 04	$6,812.28	$ 8,174.74
RANGE 05	$7,154.78	$ 8,585.74
RANGE 06	$7,515.32	$ 9,018.38

RANGE 07	$7,888.47	$ 9,466.16
RANGE 08	$8,283.26	$ 9,939.91
RANGE 09	$8,696.06	$ 10,435.27
RANGE 10	$9,132.31	$ 10,958.77
RANGE 11	$9,590.18	$ 11,508.22
RANGE 12	$ 10,069.70	$ 12,083.64
RANGE 13	$ 10,570.84	$ 12,685.01
RANGE 14	$ 11,099.02	$ 13,318.82
RANGE 15	$ 11,659.65	$ 13,991.58
RANGE 16	$ 12,238.30	$ 14,685.96
RANGE 17	$ 12,849.41	$ 15,419.29
RANGE 18	$ 13,494.76	$ 16,193.71
RANGE 19	$ 14,167.16	$ 17,000.59
RANGE 20	$ 14,875.61	$ 17,850.73
RANGE 21	$ 15,621.91	$ 18,746.29
RANGE 22	$ 16,406.07	$ 19,687.28
RANGE 23	$ 17,220.87	$ 20,665.04
RANGE 24	$ 18,084.35	$ 21,701.22
RANGE 25	$ 18,992.90	$ 22,791.48
RANGE 26	$ 19,939.30	$ 23,927.16
RANGE 27	$ 20,936.17	$ 25,123.40
RANGE 28	$ 21,978.11	$ 26,373.73
RANGE 29	$ 23,079.54	$ 27,695.45
RANGE 30	$ 24,233.25	$ 29,079.90

Effective July 1, 2023

Range	Minimum	Maximum
RANGE 01	$6,062.27	$ 7,274.73
RANGE 02	$6,368.63	$ 7,642.36
RANGE 03	$6,686.14	$ 8,023.37
RANGE 04	$7,016.65	$ 8,419.98

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RANGE 05	$7,369.42	$ 8,843.31
RANGE 06	$7,740.78	$ 9,288.93
RANGE 07	$8,125.12	$ 9,750.14
RANGE 08	$8,531.76	$ 10,238.11
RANGE 09	$8,956.94	$ 10,748.33
RANGE 10	$9,406.28	$ 11,287.53
RANGE 11	$9,877.89	$ 11,853.47
RANGE 12	$ 10,371.79	$ 12,446.15
RANGE 13	$ 10,887.97	$ 13,065.56
RANGE 14	$ 11,431.99	$ 13,718.38
RANGE 15	$ 12,009.44	$ 14,411.33
RANGE 16	$ 12,605.45	$ 15,126.54
RANGE 17	$ 13,234.89	$ 15,881.87
RANGE 18	$ 13,899.60	$ 16,679.52
RANGE 19	$ 14,592.17	$ 17,510.61
RANGE 20	$ 15,321.88	$ 18,386.25
RANGE 21	$ 16,090.57	$ 19,308.68
RANGE 22	$ 16,898.25	$ 20,277.90
RANGE 23	$ 17,737.50	$ 21,284.99
RANGE 24	$ 18,626.88	$ 22,352.26
RANGE 25	$ 19,562.69	$ 23,475.22
RANGE 26	$ 20,537.48	$ 24,644.97
RANGE 27	$ 21,564.26	$ 25,877.10
RANGE 28	$ 22,637.45	$ 27,164.94
RANGE 29	$ 23,771.93	$ 28,526.31
RANGE 30	$ 24,960.25	$ 29,952.30

Effective July 1, 2024

Range	Minimum	Maximum
RANGE 01	$6,244.14	$ 7,492.97

RANGE 02	$6,559.69	$ 7,871.63
RANGE 03	$6,886.72	$ 8,264.07
RANGE 04	$7,227.15	$ 8,672.58
RANGE 05	$7,590.50	$ 9,108.61
RANGE 06	$7,973.00	$ 9,567.60
RANGE 07	$8,368.87	$ 10,042.64
RANGE 08	$8,787.71	$ 10,545.25
RANGE 09	$9,225.65	$ 11,070.78
RANGE 10	$9,688.47	$ 11,626.16
RANGE 11	$ 10,174.23	$ 12,209.07
RANGE 12	$ 10,682.94	$ 12,819.53
RANGE 13	$ 11,214.61	$ 13,457.53
RANGE 14	$ 11,774.95	$ 14,129.93
RANGE 15	$ 12,369.72	$ 14,843.67
RANGE 16	$ 12,983.61	$ 15,580.34
RANGE 17	$ 13,631.94	$ 16,358.33
RANGE 18	$ 14,316.59	$ 17,179.91
RANGE 19	$ 15,029.94	$ 18,035.93
RANGE 20	$ 15,781.54	$ 18,937.84
RANGE 21	$ 16,573.29	$ 19,887.94
RANGE 22	$ 17,405.20	$ 20,886.24
RANGE 23	$ 18,269.63	$ 21,923.54
RANGE 24	$ 19,185.69	$ 23,022.83
RANGE 25	$ 20,149.57	$ 24,179.48
RANGE 26	$ 21,153.60	$ 25,384.32
RANGE 27	$ 22,211.19	$ 26,653.41
RANGE 28	$ 23,316.57	$ 27,979.89
RANGE 29	$ 24,485.09	$ 29,382.10
RANGE 30	$ 25,709.06	$ 30,850.87

~~July 1, 2020~~

~~Salary Range~~	~~Minimum~~	~~Maximum~~

~~1~~	~~4,684~~	~~6,791~~
~~2~~	~~4,918~~	~~7,134~~
~~3~~	~~5,165~~	~~7,492~~
~~4~~	~~5,423~~	~~7,862~~
~~5~~	~~5,693~~	~~8,257~~
~~6~~	~~5,981~~	~~8,671~~
~~7~~	~~6,277~~	~~9,103~~
~~8~~	~~6,596~~	~~9,558~~
~~9~~	~~6,921~~	~~10,033~~
~~10~~	~~7,267~~	~~10,539~~
~~11~~	~~7,632~~	~~11,067~~
~~12~~	~~8,014~~	~~11,620~~
~~13~~	~~8,415~~	~~12,199~~
~~14~~	~~8,836~~	~~12,809~~
~~15~~	~~9,275~~	~~13,453~~
~~16~~	~~9,741~~	~~14,122~~
~~17~~	~~10,228~~	~~14,828~~
~~18~~	~~10,738~~	~~15,571~~
~~19~~	~~11,275~~	~~16,348~~
~~20~~	~~11,840~~	~~17,166~~
~~21~~	~~12,429~~	~~18,025~~
~~22~~	~~13,053~~	~~18,930~~
~~23~~	~~13,707~~	~~19,872~~
~~24~~	~~14,391~~	~~20,865~~
~~25~~	~~15,111~~	~~21,914~~
~~26~~	~~15,866~~	~~23,006~~
~~27~~	~~16,658~~	~~24,157~~
~~28~~	~~17,492~~	~~25,361~~
~~29~~	~~18,369~~	~~26,630~~
~~30~~	~~19,286~~	~~27,963~~

Monthly salaries listed for full-time non-sworn management employees are based on a 40-hour workweek. Monthly salaries listed for full-time sworn management positions are based on designated shift schedules. Regular part-time non-sworn management employee salaries are prorated based on the 40 hour workweek salary ranges.

SALARY STEP SCHEDULE
HOURLY RATE COMPENSATION BASE FOR REGULAR FULL-TIME SUPERVISORY AND PROFESSIONAL CLASSIFICATIONS

Classification

Accountant
Administrative Analyst
Assistant Engineer-Civil
Assistant Planner
Associate Civil Engineer
Associate Planner
Information Technology Analyst
Junior Engineer - Civil
Plan Check Engineer
Recreation Supervisor
Senior Accountant
Senior Administrative Analyst
Senior Civil Engineer
Senior Information Technology Analyst
Senior Planner
Senior Recreation Supervisor

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ACCOUNTANT	Step	FY 2023	FY 2024	FY 2025
	1	$49.52	$51.01	$52.54
	2	$52.00	$53.56	$55.17
	3	$54.60	$56.24	$57.93
	4	$57.33	$59.05	$60.82
	5	$60.20	$62.01	$63.87

ADMINISTRATIVE ANALYST	Step	FY 2023	FY 2024	FY 2025
	1	$49.52	$51.01	$52.54

2	$52.00	$53.56	$55.17
3	$54.60	$56.24	$57.93
4	$57.33	$59.05	$60.82
5	$60.20	$62.01	$63.87

ASSISTANT ENGINEER-CIVIL

Step	FY 2023	FY 2024	FY 2025
1	$49.52	$51.01	$52.54
2	$52.00	$53.56	$55.17
3	$54.60	$56.24	$57.93
4	$57.33	$59.05	$60.82
5	$60.20	$62.01	$63.87

ASSOCIATE CIVIL ENGINEER

Step	FY 2023	FY 2024	FY 2025
1	$60.21	$62.02	$63.88
2	$63.22	$65.12	$67.07
3	$66.38	$68.37	$70.42
4	$69.70	$71.79	$73.94
5	$73.18	$75.38	$77.64

ASSOCIATE PLANNER

Step	FY 2023	FY 2024	FY 2025
1	$52.01	$53.57	$55.18
2	$54.61	$56.25	$57.94
3	$57.34	$59.06	$60.83
4	$60.21	$62.02	$63.88
5	$63.22	$65.12	$67.07

INFORMATION TECHNOLOGY ANALYST

Step	FY 2023	FY 2024	FY 2025
1	$54.62	$56.26	$57.95
2	$57.35	$59.07	$60.84
3	$60.22	$62.03	$63.89
4	$63.23	$65.13	$67.08
5	$66.39	$68.38	$70.43

JUNIOR ENGINEER-CIVIL

Step	FY 2023	FY 2024	FY 2025
1	$44.92	$46.27	$47.66
2	$47.17	$48.59	$50.05
3	$49.53	$51.02	$52.55
4	$52.01	$53.57	$55.18
5	$54.61	$56.25	$57.94

PLAN CHECK ENGINEER

Step	FY 2023	FY 2024	FY 2025

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1	$60.21	$62.02	$63.88
2	$63.22	$65.12	$67.07
3	$66.38	$68.37	$70.42
4	$69.70	$71.79	$73.94
5	$73.18	$75.38	$77.64

RECREATION SUPERVISOR

Step	FY 2023	FY 2024	FY 2025
1	$52.01	$53.57	$55.18
2	$54.61	$56.25	$57.94
3	$57.34	$59.06	$60.83
4	$60.21	$62.02	$63.88
5	$63.22	$65.12	$67.07

SENIOR ACCOUNTANT

Step	FY 2023	FY 2024	FY 2025
1	$57.35	$59.07	$60.84
2	$60.22	$62.03	$63.89
3	$63.23	$65.13	$67.08
4	$66.39	$68.38	$70.43
5	$69.71	$71.80	$73.95

SENIOR CIVIL ENGINEER

Step	FY 2023	FY 2024	FY 2025
1	$66.41	$68.40	$70.45
2	$69.73	$71.82	$73.97
3	$73.22	$75.42	$77.68
4	$76.88	$79.19	$81.57
5	$80.72	$83.14	$85.63

SENIOR INFORMATION TECHNOLOGY ANALYST

Step	FY 2023	FY 2024	FY 2025
1	$60.21	$62.02	$63.88
2	$63.22	$65.12	$67.07
3	$66.38	$68.37	$70.42
4	$69.70	$71.79	$73.94
5	$73.18	$75.38	$77.64

SENIOR PLANNER

Step	FY 2023	FY 2024	FY 2025
1	$60.21	$62.02	$63.88
2	$63.22	$65.12	$67.07
3	$66.38	$68.37	$70.42
4	$69.70	$71.79	$73.94
5	$73.18	$75.38	$77.64

SENIOR RECREATION SUPERVISOR

Step	FY 2023	FY 2024	FY 2025
1	$57.35	$59.07	$60.84
2	$60.22	$62.03	$63.89
3	$63.23	$65.13	$67.08

4	$66.39	$68.38	$70.43
5	$69.71	$71.80	$73.95

ATTACHMENT C

GENERAL LEAVE PLAN FOR
MANAGEMENT, SUPERVISORY, AND PROFESSIONAL EMPLOYEE GROUP
INCLUDING THE CITY MANAGER AND CITY ATTORNEY

I. DEFINITION

General Leave is compensated leave for those eligible employees who are absent from duty because of illness, death in the family, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation. Management Leave shall remain separate from General Leave.

II. APPLICABILITY

The General Leave Plan shall apply to regular ~~full time~~full-time employees in the Management, Supervisory, and Professional Employee Group. Regular part-time employees in the Management, Supervisory, and Professional Group shall be eligible for prorated general leave based on actual hours worked or budgeted to work. For example, an RPT employee with one year of City service who works 35 hours per week will receive 161 hours of general leave per year. An RPT employee with one year of City service who works 24 hours per week will receive 110.4 hours of general leave per year. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

For payroll implementation, hours/accruals in excess of those based on a 20 or 30 hour workweek will be reimbursed to RPT employees on a quarterly basis until the process is automated.

III. GENERAL LEAVE CREDITS

A. Regular Full-Time Employees
Eligible regular full-time employees shall be entitled to the following annual accrual.

Years of Completed Service	RFT Leave Accrual
1 through 9	184 hours
10 through 14	224 hours
15 through 19	240 hours
20 or more	264 hours

B. General Leave shall be accrued in hours on a semi-monthly basis.

C. During an absence without pay which extends more than fourteen (14) calendar days during a calendar month, the employee shall not accrue General Leave credits.

D. General Leave During First Year: Beginning on the 90th day of employment, regular employees shall be eligible to earn General Leave credits. Upon the completion of said period of service, regular full time employees shall be credited with forty-six (46) working hours of General Leave and shall thereafter accrue General Leave at the rate of 7.66 working hours, semi-monthly for the remainder of the first year and as provided in Subsection A, Section III, above.

E. Maximum Accumulation: Regular Full-time employees may accumulate General Leave credits according to the following schedule:

Years of Completed Service	Maximum accrual
1 through 9	368 hours
10 through 14	448 hours
15 through 19	480 hours
20 or more	528 hours

F. Regular Part-Time Employees

Beginning on the 90th day of employment, regular part-time employees shall be credited with prorated general leave in accordance with Section II above and as follows:

Years of Completed Service	20-25 hour Leave Accrual	30-35 hour Leave Accrual
1 through 9	92-115 hours	138-161 hours
10 through 14	112-140 hours	168-196 hours
15 through 19	120-150 hours	180-210 hours
20 or more	132-165 hours	198-231 hours

G. Maximum Accumulation: Regular Part-time employees may accumulate General Leave credits according to the following schedule:

Years of Completed Service	20-25 hour Maximum accrual	30-35 hour Maximum accrual
1 through 9	184-230 hours	276-322 hours
10 through 14	224-280 hours	336-392 hours
15 through 19	240-300 hours	360-420 hours
20 or more	264-330 hours	396-462 hours

When maximum accrual limits have been reached, excess General Leave credits earned shall be transferred to the Rollover Leave bank on a quarterly basis. Rollover Leave may be used in order to provide security against an employee's extended illness and may not be used for retirement service credit.

Exceptions to the maximum accrual limits may be approved by the City Manager under special circumstances. Requests to exceed maximum accrual limits must be submitted through the Department Head to the City Manager prior to reaching maximum accrual.

IV. GENERAL LEAVE IMPLEMENTATION

Unused leave credits shall be transitioned to General Leave as follows:

A. Vacation Leave Credits: All unused vacation leave credits shall be converted to General Leave credits on an hour-for-hour basis.

B. Sick Leave Credits: All unused sick leave credits shall be maintained in a sick leave bank to be used in accordance with the provisions of the General Leave Plan. Accrued time in the sick leave bank shall not be compensated for in any manner except as used for sick leave or retirement service credit.

C. At time of conversion to General Leave, if vacation credits exceed General Leave accrual limit, a plan shall be developed to reduce converted vacation leave credits to the General Leave accrual limits within six months. A longer period to reduce converted vacation leave credits may be approved by the City Manager under special circumstances.

V. GENERAL LEAVE USAGE

Request and Approval: Department Heads are responsible for arranging leave schedules so that adequate personnel are available to carry on city work. The use of General Leave shall require approval of the Department Head or their designee and shall be governed by the current Personnel Rules dealing with leaves unless specifically covered by this Plan document. Whenever possible, General Leave requests must be approved in advance of the days to be taken as General Leave. The procedure for requesting the use of General Leave shall be as follows:

A. General Leave (Non-medical): Any leave that can be reasonably forecast or anticipated such as vacation, care of children, personal business, etc.

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shall require prior approval of the Department Head, or the employee's supervisor. The time and amount of General Leave to be taken for non-medical purposes shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of the City.

B. General Leave (Medical): An unscheduled absence from work due to an employee's illness shall be referred to as General Leave for medical reasons. The Department Head may require an employee to furnish satisfactory evidence justifying the need to be absent from work for medical reasons. The provisions of A.R. 0513 on sick leave usage shall apply to employees using General Leave for medical reasons. The Department Head shall make the determination and final approval of unscheduled General Leave for medical reasons.

C. An employee may request General Leave for an unanticipated absence from work (e.g. medical, car trouble, care of children, etc.) by notifying their supervisor within one (1) hour after the time set for reporting to work on the first day of such leave and as often thereafter as directed by their supervisor. Final approval for an unanticipated, unscheduled absence shall require Department Head approval. Failure to request an unscheduled leave in the manner described may result in lost work time charged as leave without pay or unauthorized leave of absence. Inappropriate use of unscheduled leave may be grounds for corrective action consistent with current practice.

D. Any employee who is absent from work on an unscheduled leave shall not engage in work or other activities which will inhibit their ability to return to work at the earliest possible time.

E. Medical examination by the City's examining physician may be requested by the Department Head after prolonged, serious, or repetitious illness, injury, or major surgery. An employee's return to duty following illness or injury is subject to the approval of the Department Head or City Manager based upon medical information supplied by the employee's physician and/or the City's physician.

F. On-the-job Injury: An employee absent from work because of a temporary disability which is defined as industrial under the Workers' Compensation Act may charge General Leave credits (or unused sick leave, if approved by the City Manager) in an amount necessary to make up the difference between the employee's regular pay and the amount payable to the employee as temporary disability payments from the Workers' Compensation Insurance Plan of the City.

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G. Use of General Leave When Permanently Incapacitated: General Leave shall not be used to continue the salary of employment of any employee after it has been determined that such employee is permanently incapacitated from returning to employment and is eligible for disability retirement.

H. Sick Leave Bank: A sick leave bank shall be established for each employee eligible for General Leave. When an employee becomes eligible for General Leave, any unused sick leave credits will be maintained in this account. Employees may transfer General Leave credits to their sick leave bank in accordance with Section VI of the General Leave Plan.

I. Use of Sick Leave Bank:

1. Upon approval of the City Manager, an employee whose absence is due to illness or injury which qualifies for Family Medical Leave Act (FMLA) or other legally-protected leave, ~~for more than eight (8) cumulative work days during any fiscal year~~ may use unused sick leave balances for absences due to further illness or injury prior to using further General Leave.

2. Upon approval of the City Manager, an employee whose absence is due to illness or injury for more than five (5) consecutive work days for any one occurrence may use unused sick leave balances for absences due to further illness or injury for that particular medical condition prior to further using General Leave.

3. Upon approval of the City Manager, an employee who has exhausted all General Leave credits may be granted the use of unused sick leave balances for a medical purpose. The City Manager may impose up to a five (5) workday waiting period based upon a review of the employee's General Leave usage.

VI. GENERAL LEAVE CONVERSION TO PAY OR SICK LEAVE

A. Buy-Back: Upon using one-half of General Leave credits accrued during the 12-month period from July 1 through June 30 of the prior fiscal year, a regular full-time employee may request to receive pay for up to a total of eighty (80) hours of General Leave per fiscal year (forty (40) to fifty (50) hours for 20-25 hour employees; sixty (60) to seventy (70) hours for 30-35 hour employees) in hourly increments at the current hourly salary rate. To be eligible for General Leave conversion to cash, an employee must have a minimum of 10 days (80 hours for full-time or prorated for RPT) of General Leave credits remaining after the conversion. Requests for General Leave buy-back may be made up to two times per fiscal year

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in October and/or April for payment on December 15 and/or June 15 or may be deferred into one of the City sponsored deferred compensation plans within IRS limitations.

For calendar year 2022 only, the total amount of general leave allowed for conversion will be increased one time to 120 hours for regular full-time employees.

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Effective November 2022 –
By December 1 of each calendar year, eligible employees who want to cash-out general leave in the following calendar year, shall make an irrevocable election to cash out in the next calendar year, subject to the conditions set forth below:

- For regular full-time employees: the employee may cash out up to 80 hours of general leave.
- For regular 30-35 hour part-time employees: The employee may cash out up to 60-70 hours of vacation.
- For regular 20-25 hour part-time employees: The employee may cash out up to 40-50 hours of vacation.
- To be eligible to cash out, the employee must have used at least one-half of the vacation time accrued during the 12-month period preceding December.
- Employees must have a minimum of 10 days (80 hours for full-time or prorated for part-time) remaining in general leave accruals at the time of cash out.
- Employees must submit their General Leave Buy-Back Request Form to Payroll by December 1. This is an irrevocable election by the employee.

For example, to buy back general leave that is accrued in calendar year 2023, a full-time employee must elect by December 1, 2022, the amount of hours they want to buy-back. The employee must have used a minimum of 50% of their accrued general leave between December 1, 2021 and November 30, 2022. Employees must further ensure they will have at least ten (10) days of general leave accruals remaining at the time of the buy-back which will occur in December 2023. The buy-back will be paid out in the last full pay period of December 2023, which is December 29, 2023.

The City makes no representation as to the tax consequences of an employee cashing out accrued leave or the general leave buy-back program. It is the employee's sole responsibility to address the tax consequences of cashing out accrued leave or the general leave buy-back program.

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~~B. The City Manager and City Attorney may request at any time during the fiscal year to receive pay for up to eighty (80) hours of General Leave in hourly increments at the current hourly salary rate.~~

VII. GENERAL LEAVE AT TERMINATION

A. An eligible employee whose employment with the City terminates shall be paid for any unused General Leave. Payment for unused General Leave shall be made at the hourly rate of pay in effect for such employee at the time of separation.

B. When termination is caused by the death of an employee, pay for unused General Leave shall be paid to the beneficiary the employee has designated. Such designation shall be in writing, signed by the employee and filed with the Human Resources Office. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

VIII. HOLIDAYS DURING GENERAL LEAVE

When a day designated and observed by the City as a holiday occurs on a day on which an employee is taking General Leave, such employee shall not be charged as using General Leave for that day. The employee's compensation for that day shall be holiday pay.

~~**ATTACHMENT D**~~

~~**RECREATION BENEFITS**~~

~~I. Employees and their spouses or registered domestic partners and up to 2 children or grandchildren living in the same household, 26 years of age and under, may use the gym, exercise equipment and aquatic facilities (excluding classes and facility rentals) at the Silliman Community Activity and Family Aquatic Center free of charge.~~

~~II. Employees, their spouses or registered domestic partners, and their children and grandchildren 26 years of age and under, will receive resident rates for class registration and facility rentals.~~

CITY OF NEWARK, CALIFORNIA

To: Employees Subject to Compensation and Benefit Plan for the City Officials and the Management, Supervisory, and Professional Employee Group including the Executive Management Team

From: David Benoun, City Manager

Date: May 14, 2020

This will serve as a Compensation and Benefit Plan Modification for employees subject to the Compensation and Benefit Plan for the City Officials and the Management, Supervisory, and Professional Employee Group including the Executive Management Team, dated July 11, 2019 (the "Plan"). The purpose of this modification is to address changed conditions as a result of the COVID-19 pandemic and necessary reductions and revisions to service delivery within the City as a result. This modification will become effective upon approval by the City Council.

Due to the COVID-19 pandemic, the following entities and individuals have taken the actions identified below:

- On January 31, 2020, the United States Department of Public Health and Human Services Secretary declared a public emergency.

- On March 4, 2020, the Governor of the State of California declared a state of emergency in the State of California.

- On March 1, 2020, the Alameda County Health Officer declared a local health emergency and on March 10, 2020, the Alameda County Board of Supervisors ratified the declaration of a local health emergency.

- On March 11, 2020, the World Health Organization declared COVID-19 a pandemic.

- On March 13, 2020, the President of the United States declared a state of national emergency.

- On March 16, 2020, the Newark City Manager, acting in his capacity as the Director of Emergency Services, proclaimed the existence of a local emergency and on March 17, 2020, the City Council ratified and confirmed the proclamation of the existence of a local emergency.

On March 16, 2020, the Alameda County Public Health Officer issued an Executive Order directing the public to shelter at their place of residence except under certain limited circumstances (the "SIP"). The Alameda County Public Health Officer has since extended and

~~modified the SIP. Additionally, the Governor of the State of California has issued a statewide Executive Order directing the public to shelter at their place of residence.~~

~~The City has made modifications to activity and services in response to the SIP, the emergency declarations and the COVID-19 pandemic. The City granted employees that were unable to perform their regular duties emergency paid administrative leave beginning March 17, 2020 ("EPAL").~~

~~This modification is to provide the following in addition to benefits and compensation outlined in the Plan.~~

- ~~**Use of Federal Leaves:** Employees subject to the Plan that were unable to work and were thus required to shelter in place have access to up to 80 hours of Emergency Paid Sick Leave. Employees subject to the Plan that were unable to work because they needed to care for a child whose school closed or child care was unavailable became eligible to utilize Emergency Family Leave. These benefits will be available through December 31, 2020 provided that the employee meets the eligibility requirements for the programs as established by federal law.~~

- ~~**Temporary Suspension of Maximum General Leave Accrual:** The maximum accumulation of general leave credits identified in Attachment C, Sections III.E and III.G of the Plan are temporarily suspended for any excess general leave credits accumulated March 16, 2020 through March 15, 2021. Employees subject to the Plan will have until March 15, 2022 to utilize any excess general leave hours pursuant to the Plan. Any excess general leave accruals remaining on March 16, 2022 will be cashed out on the first pay period following the pay period including March 16, 2022.~~

- ~~**Extended Time to Use Certain Leave:** Section XII of the Plan provides that management leave must be used within a fiscal year and Section XVI of the Plan provides that birthday and floating holiday must be used within a fiscal year and cannot be carried over from one fiscal year to another. In recognition of the fact that employees subject to the Plan may not be able to utilize management leave, birthday holiday, or floating holiday during fiscal year 2019-2020, management leave, birthday holiday, and floating holiday balances that are not used during fiscal year 2019-2020 can be carried over and used during fiscal year 2020-2021 pursuant to the Plan. Management leave, birthday holiday, and floating holiday balances carried over from fiscal year 2019-2020 must be used prior to the end of fiscal year 2020-2021.~~

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- ~~**Employees That Did Not Use EPAL:** Employees subject to the Plan that did not use EPAL or only partially used EPAL between March 17, 2020 and April 30, 2020 are eligible for up to 120 hours of Additional Administrative Leave ("AAL"). Full time employees are eligible for up to 120 hours of AAL based on 3 weeks ofregularly scheduled full time hours (40 hours per week) with part time employees eligible for a prorated amount of AAL based on 3 weeks of regularly scheduled part-time hours. AAL will be reduced proportionately by the amount of EPAL that the employee used. For example, if a full time employee subject to the Plan partially worked between March 17, 2020 and April 30, 2020, but still utilized 60 hours of EPAL, that employee would have 60 hours of AAL, while if a part time employee subject to the Plan that is regularly scheduled for 30 hours per week (and is thus eligible for up to 90 hours of AAL) utilized 60 hours of EPAL, that employee would have 30 hours of AAL. AAL has no cash value and must be used by December 31, 2022. Any AAL remaining on January 1, 2023 will be removed and~~

~~no longer available for use.~~

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~~Dated: June 18, 2020~~

CITY OF NEWARK, CALIFORNIA

To: Employees Subject to Compensation and Benefit Plan for the City Officials and the Management, Supervisory, and Professional Employee Group including the Executive Management Team

From: David Benoun, City Manager

Date: June 25, 2020

This will serve as a Compensation and Benefit Plan Modification for employees subject to the Compensation and Benefit Plan for the City Officials and the Management, Supervisory, and Professional Employee Group including the Executive Management Team, dated July 11, 2019 (the "Plan"). The purpose of this modification is to address changed circumstances as a result of significant economic impacts and impacts to the City's budget and financial circumstances due to the COVID-19 pandemic. This modification will become effective upon approval by the City Council.

Due to the COVID-19 pandemic, the following entities and individuals have taken the actions identified below:

On January 31, 2020, the United States Department of Public Health and Human Services Secretary declared a public emergency.

On March 4, 2020, the Governor of the State of California declared a state of emergency in the State of California.

On March 1, 2020, the Alameda County Health Officer declared a local health emergency and on March 10, 2020, the Alameda County Board of Supervisors ratified the declaration of a local health emergency.

On March 11, 2020, the World Health Organization declared COVID-19 a pandemic.

On March 13, 2020, the President of the United States declared a state of national emergency.

On March 16, 2020, the Newark City Manager, acting in his capacity as the Director of

~~Emergency Services, proclaimed the existence of a local emergency and on March 17, 2020, the City Council ratified and confirmed the proclamation of the existence of a local emergency.~~

~~On March 16, 2020, the Alameda County Public Health Officer issued an Executive Order directing the public to shelter at their place of residence except under certain limited circumstances (the "SIP"). The Alameda County Public Health Officer has since extended and~~

~~modified the SIP. Additionally, the Governor of the State of California has issued a statewide Executive Order directing the public to shelter at their place of residence.~~

~~The SIP has prevented a number of businesses from operating within the City and prevented the City from operating community programs, resulting in a significant decline in sales tax revenue, transient occupancy tax revenue, and revenue from City fees. As of the date of the side letter, the City projects deficits of greater than $7 million for fiscal years 20/21 and 21/22.~~

~~As a result of the severe fiscal impacts to the City, this modification is to provide for elimination of the total compensation increase of 1.5% scheduled for July 1, 2020 with revisions in redline to the Plan as follows:~~

~~**Section II of Plan:**~~

~~II. COMPENSATION~~

~~The classifications listed below of management, supervisory, and professional personnel including the City Manager and City Attorney shall be compensated pursuant to the Management, Supervisory, and Professional Pay Plan as set forth in Attachment A and Attachment B attached hereto and incorporated herein by this reference. The classifications that are participating in the Management, Supervisory, and Professional Pay Plan including the City Manager and City Attorney are those listed below:~~

~~Management, Supervisory, and Professional Compensation~~

~~Classification~~ ~~Accountant~~ ~~Accounting Manager~~ ~~Administrative Analyst~~

~~Assistant to the City Manager~~ ~~Assistant City Engineer~~

~~Assistant City Manager (Dept. Head)~~ ~~Administrative Services Director (Dept. Head)~~ ~~Assistant Engineer-Civil~~

~~Assistant Maintenance Superintendent~~ ~~Assistant Planner~~

~~Associate Civil Engineer~~ ~~Associate Planner~~

~~Chief Building Official/City Architect~~ ~~City Attorney (Exempt Service)~~

~~City Clerk~~

~~City Manager (Exempt Service)~~

~~Community Development Director (Dept. Head)~~ ~~Deputy Community Development Director~~

~~Economic Development Manager~~

~~*Finance Director~~ ~~Finance Manager~~

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Human Resources Director (Dept. Head)	24
Information Systems Manager	15
Junior Engineer - Civil	7
Maintenance Superintendent	16
Plan Check Engineer	13
Planning Manager	15
Police Chief (Dept. Head)	24
Public Works Director (Dept. Head)	24
Recreation and Community Services Director (Dept. Head)	24
Recreation Supervisor	10
Senior Accountant	12
Senior Administrative Analyst	12
Senior Center Supervisor	9
Senior Civil Engineer	15
Senior Planner	13
Senior Recreation Supervisor	12

Effective July 1, 2019, the total compensation salary ranges for management, supervisory, and professional classifications including the City Manager and City Attorney shall be increased one and one-half percent (1.5%) as set forth in Attachment B, attached hereto and incorporated herein by this reference. All regular management, supervisory, and professional employees including the City Manager and City Attorney, shall receive a one and one-half percent (1.5%) salary increase.

Effective July 1, 2020, the total compensation salary ranges for management, supervisory, and professional classifications including the City Manager and City Attorney shall be increased one and one half percent (1.5%) as set forth in Attachment B, attached hereto and incorporated herein by this reference. All regular management, supervisory, and professional employees including the City

4anager and City Attorney, shall receive a one and one half percent (1.5%) salary

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~~increase.~~

~~Effective July 1, 2021, the total compensation salary ranges for management, supervisory, and professional classifications including the City Manager and City Attorney shall be increased one and one half percent (1.5%) as set forth in Attachment B, attached hereto and incorporated herein by this reference. All regular management, supervisory, and professional employees including the City Manager and City Attorney, shall receive a one and one-half percent (1.5%) salary increase. If by January 1, 2021, the City's revenues for Fiscal Year 21/22 are projected to be at least $1,250,000 less than actual revenues for Fiscal Year 20/21, the City may reconsider the ability to provide the one and one half percent (1.5%) salary increase scheduled for July 1, 2021.~~

~~Executive Management Team shall include the City Manager, the City Attorney and those classifications designated as Department Heads.~~

- Salary Computation: Hourly equivalent of base monthly = base monthly salary x 0.0057692 (0.0057692 represents the monthly salary divided by the average number of hours worked in a month).

- All active management, supervisory, and professional employees employed as of July 1, 2019, shall be eligible to receive an off-salary-schedule lump sum payment. The payment shall be $1,000 for full-time management, supervisory, and professional employees and pro-rated for part-time management, supervisory, and professional employees and shall be provided by no later than September 1, 2019.

- The off-salary-schedule lump sum payment of $1,000 is not reportable to CalPERS, consistent with the CalPERS "Off-Salary-Schedule Pay" Circular Letter dated November 10, 2016.

~~Attachment B of Plan:~~

~~ATTACHMENT B~~

~~SALARY SCHEDULE~~

~~COMPENSATION BASE FOR REGULAR FULL-TIME CLASSIFICATIONS~~

~~Management, Supervisory, and Professional Employees~~

~~July 1, 2019~~

~~Salary Range~~	~~Minimum~~	~~Maximum~~
~~1~~	~~4,615~~	~~6,691~~
~~2~~	~~4,846~~	~~7,029~~
~~3~~	~~5,088~~	~~7,381~~
~~4~~	~~5,343~~	~~7,745~~
~~5~~	~~5,609~~	~~8,135~~
~~6~~	~~5,893~~	~~8,543~~
~~7~~	~~6,184~~	~~8,969~~
~~8~~	~~6,498~~	~~9,417~~
~~9~~	~~6,819~~	~~9,885~~
~~10~~	~~7,160~~	~~10,383~~
~~11~~	~~7,519~~	~~10,903~~
~~12~~	~~7,896~~	~~11,448~~
~~13~~	~~8,291~~	~~12,019~~
~~14~~	~~8,706~~	~~12,619~~
~~15~~	~~9,138~~	~~13,254~~
~~16~~	~~9,597~~	~~13,914~~
~~17~~	~~10,077~~	~~14,609~~
~~18~~	~~10,579~~	~~15,341~~
~~19~~	~~11,108~~	~~16,106~~

Monthly salaries listed for full-time non-sworn management employees are based on a 40-hour workweek. Monthly salaries listed for full-time sworn management positions are based on designated shift schedules. Regular part-time non-sworn management employee salaries are prorated based on the 40 hour workweek salary ranges.

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~~20~~	~~11,665~~	~~16,912~~
~~21~~	~~12,245~~	~~17,758~~
~~22~~	~~12,860~~	~~18,651~~
~~23~~	~~13,505~~	~~19,578~~
~~24~~	~~14,179~~	~~20,557~~
~~25~~	~~14,888~~	~~21,590~~
~~26~~	~~15,632~~	~~22,666~~
~~27~~	~~16,412~~	~~23,800~~
~~28~~	~~17,234~~	~~24,986~~
~~29~~	~~18,097~~	~~26,237~~
~~30~~	~~19,001~~	~~27,550~~

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~~SALARY SCHEDULE~~

~~COMPENSATION BASE FOR REGULAR FULL-TIME CLASSIFICATIONS~~

~~Management, Supervisory, and Professional Employees~~

~~July 1, 20210~~

~~Salary Range~~	~~Minimum~~	~~Maximum~~
~~1~~	~~4,684~~	~~6,791~~
~~2~~	~~4,918~~	~~7,134~~
~~3~~	~~5,165~~	~~7,492~~
~~4~~	~~5,423~~	~~7,862~~
~~5~~	~~5,693~~	~~8,257~~
~~6~~	~~5,981~~	~~8,671~~
~~7~~	~~6,277~~	~~9,103~~
~~8~~	~~6,596~~	~~9,558~~
~~9~~	~~6,921~~	~~10,033~~
~~10~~	~~7,267~~	~~10,539~~
~~11~~	~~7,632~~	~~11,067~~
~~12~~	~~8,014~~	~~11,620~~
~~13~~	~~8,415~~	~~12,199~~
~~14~~	~~8,836~~	~~12,809~~
~~15~~	~~9,275~~	~~13,453~~
~~16~~	~~9,741~~	~~14,122~~
~~17~~	~~10,228~~	~~14,828~~

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~~18~~	~~10,738~~	~~15,571~~
~~19~~	~~11,275~~	~~16,348~~
~~20~~	~~11,840~~	~~17,166~~
~~21~~	~~12,429~~	~~18,025~~
~~22~~	~~13,053~~	~~18,930~~
~~23~~	~~13,707~~	~~19,872~~
~~24~~	~~14,391~~	~~20,865~~
~~25~~	~~15,111~~	~~21,914~~
~~26~~	~~15,866~~	~~23,006~~
~~27~~	~~16,658~~	~~24,157~~
~~28~~	~~17,492~~	~~25,361~~
~~29~~	~~18,369~~	~~26,630~~
~~30~~	~~19,286~~	~~27,963~~

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~~SALARY SCHEDULE~~

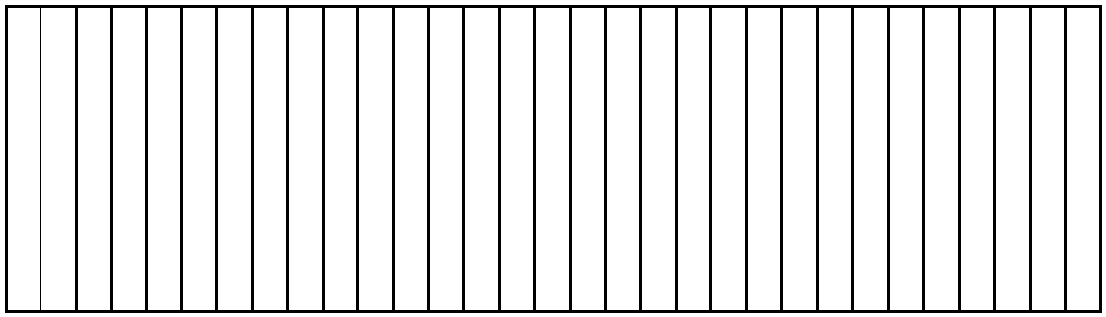
~~COMPENSATION BASE FOR REGULAR FULL-TIME CLASSIFICATIONS~~

~~Management, Supervisory, and Professional Employees~~

~~July 1, 2021~~

~~Monthly salaries listed for full-time non-sworn management employees are based on a 40-hour workweek. Monthly salaries listed for full-time sworn management positions are based on designated shift schedules. Regular part-time non-sworn management employee salaries are prorated based on the 40-hour workweek salary ranges.~~

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Dated: 7, 3

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City of Newark

NEWARK
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City Manager's Office
37101 Newark Boulevard
Newark, CA 94560

To: Employees Subject to Compensation and Benefit Plan for the City Officials and the Management, Supervisory, and Professional Employee Group including the Executive Management Team

From: David Benoun, City Manager Date: April 8, 2021

This will serve as a Compensation and Benefit Plan Modification for employees subject to the Compensation and Benefit Plan for the City Officials and the Management, Supervisory, and Professional Employee Group including the Executive Management Team, dated July 11, 2019 (the "Plan"). The purpose of this modification letter is to address continued changed circumstances as a result of the COVID-19 pandemic. This modification letter will become effective upon approval by the City Council.

Due to the COVID-19 pandemic, the following entities and individuals have taken the actions identified below:

- On January 31, 2020, the United States Department of Public Health and Human Services Secretary declared a public emergency.

- On March 4, 2020, the Governor of the State of California declared a state of emergency in the State of California.

On March 1, 2020, the Alameda County Health Officer declared a local health emergency and on March 10, 2020, the Alameda County Board of Supervisors ratified the declaration of a local health emergency.

On March 11, 2020, the World Health Organization declared COVID-19 a pandemic.

On March 13, 2020, the President of the United States declared a state of national emergency.

On March 16, 2020, the Newark City Manager, acting in his capacity as the Director of Emergency Services, proclaimed the existence of a local emergency and on March 17, 2020, the City Council ratified and confirmed the proclamation of the existence of a local emergency.

On May 14, 2020, the Newark City Council authorized a side letter to the MOU to approve temporary modified benefits as a result of changed conditions due to the COVID-19 pandemic {Side Letter), and it is now necessary to revisit the terms of the Side Letter.

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- On March 19, 2021, the California State Governor signed Senate Bill 95, requiring employers to provide supplemental paid sick leave to its employees.

—

- The Alameda County Public Health Officer continues to extend and modify an Executive Order directing the public to comply with social distancing measures and other restrictions necessary to control the spread of COVID-19.

—

- The modification is to provide the following in addition to the benefits and compensation outlined in the Plan.

—

- **Use of Federal Leaves:** The number of hours of Emergency Paid Sick Leave (EPSL) accessible, consistent with the Families First Coronavirus Response Act and as provided under the Side Letter, is hereby extended to June 30, 2021, provided that the member meets the eligibility requirements for the program as established by federal law. Emergency Family Medical Leave expired December 31, 2020 under the Side Letter.

—

- **Temporary Suspension of Maximum General Leave Accrual:** The maximum accumulation of general leave credits identified in Attachment B, Section 111.E of the Plan is temporarily suspended for any excess accruals between March 16, 2020 and through June 30, 2021. Employees subject to the Plan will have until June 30, 2022 to utilize any excess general leave accruals pursuant to the MOU. Employees subject to the Plan may also convert an additional amount of general leave hours equaling up to three months of general leave accrual into excess general leave accruals. Any excess general leave accruals remaining on June 30, 2022 will be cashed out on the first pay period following the pay period including June 30, 2022.

—

- **Temporary Suspension of General Leave Conversion to Pay Requirement:** The requirement identified in Attachment C, Section VI.A requiring employees to use one-half of general leave credits accrued during the 12- month period from July 1 through June 30 of the prior fiscal year is waived for the June 15, 2021 payment that may be requested in April 2021, the December 15, 2021 payment that may be requested in October 2021, and the June 15, 2022 payment that may be requested in April 2022.

—

- **Supplemental Paid Sick Leave (SPSL):** Effective January 1, 2021, employees subject to the Plan are eligible for two weeks of paid regular work schedule hours if they were unable to work or telework due to their own or a qualifying family member's isolation or quarantine period; to care for a child whose school or day care is unavailable; or to attend a vaccination appointment or care for their own vaccine-related symptoms. This benefit will be available to Plan members through September 30, 2021, provided that the member meets the eligibility requirements for the program as established by state law.

—

- **Workplace exposure paid leave:** After exhaustion of EPSL and SPSL, and if telework is unavailable, employees exposed to COVID-19 in the workplace will receive paid administrative leave for the hours they must remain in isolation or quarantine as required by the Alameda County Public Health Officer's Order at any point in time during the local emergency. This benefit does not apply to employees who are teleworking.

- **Authority to extend benefits:** The City Manager is authorized to extend any of the above benefits expiration dates, in any increment of time, up to the end of the declaration of the City local emergency.

-

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AN AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT WITH DAVID J. BENOUN AND APPROVING AN AMENDMENT TO THE CITY'S SALARY SCHEDULE IN CONFORMANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

WHEREAS, the City Council appointed David J. Benoun ("Benoun") to serve as the City Manager of Newark effective as of December 29, 2018; and

WHEREAS, the City and Benoun entered into an employment agreement (the "Employment Agreement"); and

WHEREAS, under the terms of the Employment Agreement, Benoun's initial annual base salary was set at $244,092 per year; and

WHEREAS, the City Council has conducted annual performance evaluations of Benoun since his initial appointment as City Manager; and

WHEREAS, following the conclusion of Benoun's most recent performance evaluation, the City Council designated Mayor Nagy as labor negotiator to discuss a merit increase for Benoun; and

WHEREAS, the City Council has had an opportunity to consider a potential merit increase for Benoun; and

WHEREAS, the City Council desires to provide Benoun with a fourteen and seven tenths percent (14.7%) merit increase in annual base salary, effective as of July 1, 2022; and

WHEREAS, Benoun has and will continue to receive cost of living general salary increases equal to the amounts provided to classifications that participate in the Compensation and Benefit Plan for the Management, Supervisory, and Professional Employee Group, as provided for by the Employment Agreement.

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 are incorporated herein.

2. The City Council approves an amendment to the Employment Agreement substantially in the form attached hereto as **Exhibit "1,"** and authorizes Mayor Nagy to execute the Agreement on behalf of the City, as approved by the City Attorney.

3. The Mayor is authorized to execute the amendment to the Employment Agreement, in a form approved by the City Attorney.

4. The City Council hereby approves an amendment to the City's Salary Schedule to reflect the revisions in compensation provided pursuant to the MOU, effective July 1, 2022.

RESOLUTION NO. 10873

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPOINTING DAVID J. BENOUN AS CITY MANAGER EFFECTIVE DECEMBER, 29, 2018, AND AUTHORIZING MAYOR NAGY TO EXECUTE A CITY MANAGER EMPLOYMENT AGREEMENT

WHEREAS, on September 13, 2018, City Manager John Becker provided his resignation to the City of Newark, effective December 28, 2018; and

WHEREAS, the City Council met in closed session to consider the appointment of a new City Manager, including Mr. David J. Benoun, the current City Attorney. After an interview with Mr. Benoun, the City Council offered Mr. Benoun the position of City Manager, and he accepted; and

WHEREAS, the City Council appointed Mayor Nagy to meet with Mr. Benoun to negotiate an employment agreement. Mayor Nagy evaluated executive compensation within the City and compensation of city managers in Alameda County and comparable cities. Mayor Nagy also considered the City Council's opinion of Mr. Benoun's prior work and experience with the City. As a result of those factors and contract negotiations, Mayor Nagy recommended a City Manager Employment Agreement to the City Council; and

WHEREAS, the City Council desires to execute an employment agreement with Mr. Benoun that establishes the terms and conditions of his employment as City Manager.

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

1. The City Council hereby appoints David J. Benoun as City Manager of the City of Newark, effective December 29, 2018, pursuant to the Newark Municipal Code and the terms of the attached City Manager Employment Agreement.

2. The City Council hereby approves the City Manager Employment Agreement between the City of Newark and David J. Benoun, substantially in the form attached hereto as **Exhibit "1,"** and authorizes Mayor Nagy to execute the Agreement on behalf of the City, as approved by Special Counsel.

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on December 13, 2018, by Council Member Bucci who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

AYES:	Council Members Bucci, Collazo, Freitas, Vice Mayor Hannon, and Mayor Nagy
NOES:	None
ABSENT:	None
SECONDED:	Vice Mayor Hannon

APPROVED:

s/ALAN L. NAGY
Mayor

ATTEST:

s/SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:

s/KRISTOPHER KOKOTAYLO
Legal Counsel

EMPLOYMENT AGREEMENT

THIS AGREEMENT, effective this 29th day of December, 2018, by and between THE CITY OF NEWARK ("CITY") and DAVID J. BENOUN ("BENOUN") (collectively the "PARTIES").

RECITALS

Whereas, CITY currently employs BENOUN as City Attorney;

Whereas, City Council, as appointing authority, desires to employ BENOUN as City Manager, starting December 29, 2018; and BENOUN desires to serve in such capacity; and

Whereas, the City Council and BENOUN desire to agree in writing on the terms and conditions of employment.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations hereinafter set forth, the PARTIES hereto do now agree as follows:

SECTION I
DUTIES

(a) CITY hereby agrees to employ BENOUN, commencing December 29, 2018, as City Manager of the CITY to perform the functions and duties specified by the general laws of the State of California and by the Newark Municipal Code and other ordinances and resolutions of CITY, and to perform other legally permissible and proper duties and functions as Council may from time to time assign.

(b) CITY currently employs BENOUN as City Attorney. On December 29, 2018, BENOUN shall vacate the Office of City Attorney and shall immediately commence his duties as City Manager on that day.

(c) BENOUN agrees to devote his productive time, ability, and attention to the CITY's business during the term of this Agreement. BENOUN shall not hold secondary employment, and shall be employed exclusively by the CITY. However, the CITY recognizes that BENOUN may actively participate in community affairs and shall be permitted to volunteer time, energy and expertise, and from time-to-time, to serve and hold office in charitable, non-profit, public service, service club, religious, and/or community area organizations. In addition this Agreement shall not be construed to preclude incidental and occasional adjunct teaching, writing, or consulting performed by BENOUN.

SECTION II
TERM

The term of this Agreement shall be from the date approved by the City Council until terminated by either party in accordance with the provisions of Section III. BENOUN shall serve at the pleasure of the City Council.

The PARTIES recognize and affirm that: 1) BENOUN is an "at will" employee whose employment may be terminated by the CITY with or without cause; 2) there is no express or implied promise made to BENOUN for any form of continued employment; and 3) this Agreement is the sole and exclusive basis for an employment relationship between BENOUN and CITY.

SECTION III
TERMINATION OF EMPLOYMENT AND SEVERANCE

City Manager is an at-will employee serving at the pleasure of the City Council as provided in Government Code Section 36506. The position of City Manager is a Fair Labor Standards Act ("FLSA")-exempt position. BENOUN's employment as City Manager may be terminated by one of the following means:

(a) Voluntary Resignation: BENOUN may voluntarily resign by delivering a letter of resignation to the City Council not less than 60 days prior to the effective date of resignation.

(b) Termination or Forced Resignation by City Council: The City Council may terminate the employment of BENOUN in accordance with the Newark Municipal Code and State law, by giving written notice not less than 60 days prior to the effective date of termination, or by causing BENOUN's resignation by a majority of the City Council requesting BENOUN to resign and BENOUN then volunteering to resign after such action by the City Council. If BENOUN is terminated from employment or caused to resign, he shall be entitled to the benefits of subparagraph (c).

(c) Severance: In the event BENOUN is terminated from employment by the City Council or is caused to resign by the City Council pursuant to subsection (b) above, and contingent upon BENOUN's execution of a comprehensive general release and waiver of all claims of any nature, known or unknown, by BENOUN against CITY, BENOUN shall be entitled to six (6) month's severance pay of his annual total compensation, including salary and the value of his benefits. In no event will BENOUN be entitled to a severance agreement absent execution of a comprehensive general release and waiver of claims. Such severance shall be paid in full upon the effective date of his termination. BENOUN may elect to receive continued medical/health insurance benefits, in lieu of cash payment for equivalent value thereof.

(d) Abuse of Office: Pursuant to Government Code section 53243.2, any cash settlement related to the termination of this Agreement received by BENOUN from CITY shall be fully reimbursed to CITY if BENOUN is convicted of a crime involving an abuse of his office or position as defined in California Government Code section 53243.4.

SECTION IV
DISABILITIES

If BENOUN is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued sick leave, CITY shall have the option to terminate this Agreement, subject to the severance pay requirements of Section III, Paragraph (b).

SECTION V
COMPENSATION

(a) Commencing December 29, 2018, the base salary for BENOUN shall be the sum of $20,341 per month ($244,092 per year), which sum shall be payable in installments at the same time as other employees of the CITY are paid and subject to customary withholdings.

(b) BENOUN is a salaried employee and is exempt from the FLSA.

(c) BENOUN, as City Manager, shall participate in the Compensation and Benefit Plan for City Officials and the Management, Supervisory, and Professional Employee Group (hereinafter "The Plan"). BENOUN shall receive salary increases as the CITY may from time to time confer pursuant to The Plan.

(d) The City Council may also from time to time, at its sole discretion, grant merit increases to BENOUN following each evaluation of BENOUN' s performance as described in Section VII.

(e) BENOUN shall receive the benefits of a "Classic" employee as that term is defined in Section VI of The Plan.

SECTION VI
HEALTH INSURANCE, DEFERRED COMPENSATION, AUTOMOBILE ALLOWANCE, HOLIDAYS, LEAVE, AND OTHER BENEFITS

(a) For the purposes of general leave and management leave allocations and receiving deferred compensation, health insurance benefits, life insurance payments, automobile allowance, and such other similar benefits, BENOUN shall be considered a member of the Executive Management Team as identified in Section II of the Plan and shall receive existing benefits under The Plan, as may be adjusted from time to time, including, but not limited to:

i. A contribution from CITY of 6% of earnings towards a 401(A) plan pursuant to Section V of The Plan (or any successor thereto);
ii. A monthly contribution of $100 towards a Retirement Health Savings Plan pursuant to Section V of the Plan (or any successor thereto)
iii. Health and Welfare Benefits under Section VII of The Plan (or any successor thereto);
iv. CITY-paid life insurance coverage of $20,000 pursuant to Section VIII of The Plan (or any successor thereto);
v. Automobile allowance of $400 per month pursuant to Section XI of The Plan (or any successor thereto);
vi. Holidays, General Leave, Bereavement Leave, Birthday Leave, and Recreation Benefits awarded under The Plan.

(b) Any benefits BENOUN earned or accrued as a CITY employee prior to entering into this Agreement, including General Leave and Management Leave, shall not be affected by this Agreement.

(c) In recognition of extra hours of work required in the performance of his duties in which no form of overtime pay is provided, BENOUN shall receive an annual allotment of 56 hours per year of Management Leave during the Term of this Agreement as provided to participants of The Plan; unless otherwise agreed to by the Parties.

(d) For Fiscal Year 2018-2019 and in recognition of the number of extra hours of work performed in connection with the transition from City Attorney to City Manager, BENOUN shall receive a one-time additional allocation of 45 hours of Management Leave, thereby increasing Management Leave for FY 2018-2019 to 101 hours.

SECTION VII
EVALUATION OF PERFORMANCE

The City Council shall review and evaluate the performance of BENOUN at least annually or at other times chosen by the Council in its sole discretion. Said review and evaluation shall be in accordance with specific criteria developed by the Council with consultation from BENOUN. Said criteria may be added to or deleted from as the Council may from time to time determine, in consultation with BENOUN. Further, the Council shall provide BENOUN with a summary written statement of the findings of the Council and provide an adequate opportunity for BENOUN to discuss his evaluation with the Council.

The City Council and BENOUN shall, no later than March 31, 2019, meet to define such goals and performance objectives which they determine necessary for the proper operations of the CITY and in the attainment of the Council's policy objectives, and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be reasonably attainable within the time limitations as specified in the annual operating and capital budgets and appropriations provided. They shall be reviewed within 90 days of defining such goals and performance objectives. Annually thereafter (or at any time agreed to by the PARTIES), Council and BENOUN shall meet to engage in the same discussion.

SECTION VIII
PHYSICAL EXAMINATION

It is recognized to be in the best interest of both PARTIES that BENOUN maintain good health and the physical ability to fulfill his duties as City Manager. To this end, the City will pay the cost of one complete physical examination conducted annually by the physician of BENOUN's choice.

SECTION IV
PROFESSIONAL DEVELOPMENT

CITY acknowledges its interest in the continuing professional development of BENOUN and agrees to pay reasonable expenses associated with attendance at professional conferences, continuing education, professional memberships, books and dues. This includes, but is not limited to, the League of California Cities, the International City Management Association, and the California City Managers Association. CITY acknowledges BENOUN's right to engage in other professional activities so long as they do not interfere or conflict with BENOUN's duties as City Manager and are done during time in which BENOUN is on leave or during normal nonworking hours.

SECTION X
HOLD HARMLESS AND INDEMNIFICATION

City shall defend, hold harmless, and indemnify BENOUN against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission of BENOUN made in the course of his performance of duties as City Manager. CITY shall pay the amount of any settlement or judgment rendered therefrom, to the extent specified in the California Government Code.

SECTION XI
MISCELLANEOUS

(a) Binding Agreement: This Agreement shall be binding on the heirs, successors and assigns of the PARTIES.

(b) The Rights of PARTIES: Unless expressly set forth in this Agreement, nothing in this Agreement shall abrogate any rights, responsibilities, benefits, or privileges to which either party would otherwise be entitled.

(c) Amendment: This Agreement may be amended only in writing by mutual agreement of the PARTIES.

(d) State Law: The rights and obligations of the PARTIES shall be governed by the laws of the State of California.

(e) Abuse of Office: Government Code sections 53243, 53243.1, 53243.2, and 53243.3 are incorporated by this reference as if fully set forth herein.

(f) Recitals: Recitals are incorporated by reference into this Agreement.

(g) Failure to Act: Failure to exercise any right or remedy shall not act as a waiver to exercise that right.

(h) Entire Agreement: This Agreement contains the entire agreement between the PARTIES and supersedes any prior agreement.

(i) Severability: Should any paragraph, subparagraph, sentence clause or word included in this Agreement be found invalid by a court of competent jurisdiction, the balance of this Agreement shall remain in full force and effect.

(j) Attorneys' Fees: The prevailing party of any dispute over the terms and conditions of this Agreement is entitled to attorney fees.

(k) Assignment: This Agreement is not assignable by either CITY or BENOUN.

IN WITNESS WHEREOF, the PARTIES hereto have hereunto affixed their signatures as of the date and year first above written.

CITY OF NEWARK

By: _____
ALAN L. NAGY
Mayor

ATTEST:

_____
SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:

_____
KRISTOPHER J. KOKOTAYLO, Esq.
Special Counsel

_____
DAVID J. BENOUN
City Manager

3083084.2

AMENDMENT NO. 1 TO CITY OF NEWARK
CITY MANAGER EMPLOYMENT AGREEMENT

THIS AMENDMENT to the Employment Agreement ("Amendment") is made by and between THE CITY OF NEWARK ("CITY") and DAVID J. BENOUN ("BENOUN") (collectively the "PARTIES") as of July 1, 2022.

RECITALS

1. The PARTIES entered into an Employment Agreement ("Agreement"), effective December 29, 2018, under which BENOUN would serve as the City Manager of the CITY; and

2. The purpose of this Amendment is to provide for a merit increase to BENOUN's salary effective as of July 1, 2022.

AGREEMENT

Section 1 General Provisions.

The foregoing Recitals are true and correct and incorporated herein by reference.

Section 2 Increase of Compensation Pursuant to Section V(d) and Amendment of Section V(a).

Pursuant to Section V(d) of the Agreement, BENOUN shall receive a 14.7% merit increase in base salary and Section V (a) of the Agreement shall be amended as follows:

Commencing July 1, 2022, the base salary for BENOUN shall be the sum of $24,997.99 per month ($299,975.88 per year), which sum shall be payable in installments at the same time as other employees of the CITY are paid and subject to customary withholdings and shall reflect a 14.7% merit increase and a 4% general salary increase provided to employees in the Compensation and Benefit Plan for the Management, Supervisory, and Professional Employee Group.

Section 3 Effect of this First Amendment

Except as the Agreement has been expressly modified by the Amendment, the Agreement shall continue in full force and effect according to its terms.

IN WITNESS WHEREOF, the PARTIES hereto have hereunto affixed their signatures as of the date and year first above written.

CITY OF NEWARK

By:_____
ALAN L. NAGY
Mayor

ATTEST:

_____
SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:

_____
KRISTOPHER J. KOKOTAYLO
City Attorney

_____
DAVID J. BENOUN
City Manager

STAFF REPORT

Item F. 2.

DATE	06/23/2022
TO	Honorable Mayor and City Council Members
FROM	Lenka Hovorka, Assistant City Manager
SUBJECT	Introduction of an Ordinance amending Chapter 2.09 of the Newark Municipal Code ("City Councilmembers-Salaries") to increase the salaries of City Councilmembers and Mayor by three percent (3%)

RECOMMENDATION

Staff recommends that the City Council waive full reading and, by title only, introduce an ordinance amending Chapter 2.09 of the Newark Municipal Code ("City Councilmembers-Salaries") to increase the salaries of City Councilmembers and Mayor by three percent (3%).

EXECUTIVE SUMMARY

Chapter 2.09 of the Newark Municipal Code requires that the City Council, as part of the two-year biennial budget cycle, review its compensation and consider increases in the Consumer Price Index for the region and increases in compensation awarded to staff since the previous adjustment to City Council compensation. This review occurred on May 26, 2022, and the City Council directed staff to return with an ordinance increasing Councilmember and Mayor salaries by three percent (3%). The City Attorney prepared the proposed ordinance and it is included for the City Council's consideration.

BACKGROUND

The monthly salary and benefits for the Mayor and City Council are set by City ordinance. The Mayor's salary is currently set at $2,727 per month and City Councilmembers' salaries are set at $1,247 per month. These salaries were last increased in January, 2019, which was more than 11 years since the prior adjustment.

At the Newark City Council meeting held on May 26, 2022, City staff requested the Council provide direction on whether it would like to consider an ordinance for adjustment of the salaries for City Councilmembers and the Mayor. The Council directed staff to return for Council consideration an ordinance that would reflect a three percent (3%) salary increase for the Councilmembers and Mayor.

DISCUSSION/ANALYSIS

City Council considered the Consumer Price Index for the region and increases in compensation awarded to staff since the previous adjustment to City Council compensation. Since the Councilmembers' and Mayor's last increase in compensation effective January 1, 2019, the Consumer Price Index for the region totaled approximately 10% cumulative for the periods of February 2020, 2021, and 2022. City staff received a 1.5% salary increase effective July 1, 2020, and an additional 1.5% effective July 1, 2022.

At the May 26, 2022, City Council meeting, the Mayor and City Councilmembers commented that their increase in compensation should not exceed increases in compensation awarded to City staff. The City Attorney has prepared a draft ordinance that would, starting January 1, 2023, increase the salary of Councilmembers from $1,247 per month to $1,284. The Mayor's salary would increase from $2,727 per month to $2,808 per month. There are no other proposed revisions.

FISCAL IMPACT

The proposed increase in salaries will result in a fiscal impact of $2,748 annually. For fiscal year 2022-23, the impact is $1,374, as the increases are proposed to be effective January 1, 2023, the mid-point of the fiscal year.

REVIEW AND APPROVAL

Prepared by – Lenka Hovorka, Assistant City Manager and Kristopher J. Kokotaylo, City Attorney
Approved by – David J. Benoun, City Manager

Attachments

Council Compensation Ordinance

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING CHAPTER 2.09, CITY COUNCILMEMBERS-COMPENSATION, OF THE NEWARK MUNICIPAL CODE TO INCREASE THE SALARIES OF CITY COUNCILMEMBERS AND MAYOR BY THREE PERCENT (3%)

WHEREAS, Chapter 2.09 ("City Councilmembers-Compensation") of the Newark Municipal Code provides for the payment of salaries and benefits to Newark City Councilmembers and the Mayor; and

WHEREAS, Section 2.09.010 authorizes the City to pay Councilmembers a salary of one thousand two hundred forty-seven dollars ($1,247) per month; and

WHEREAS, said section authorizes the City to pay the Mayor a salary of two thousand seven hundred twenty-seven dollars ($2,727) per month; and

WHEREAS, said salaries took effect January 1, 2019; and

WHEREAS, City Councilmembers and Mayor have not received an increase in salary since January 1, 2019; and

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

WHEREAS, the City Council is authorized by Government Code Section 36516.1 to pay an elected Mayor salary in excess to that which they receive as a Councilmember; and

WHEREAS, at the City Council meeting held on May 26, 2022, City staff presented to the Council regarding the Mayoral and City Council Member salary and benefits; and

WHEREAS, the City Council desires to increase salary of the Councilmembers and Mayor by three percent (3%) starting January 1, 2023.

NOW, THEREFORE, the City Council of the City of Newark does hereby ordain as follows:

SECTION 1. **Recitals.** The above recitals are true and correct and made a part of this Ordinance.

SECTION 2. **Amendment of Section 2.09.010 the Newark Municipal Code.** Subsections (A) and (B) of Section 2.09.010 (“Salary”) of Chapter 2.09 (“City Council”) of Title 2 ("Administration and Personnel") are hereby amended as follows (replacements in double underline; deletions in ~~strikethrough~~):

2.09.010 Salary.

A. Pursuant to Government Code Sections 36516 and 36516.5, each councilmember, other than the mayor, shall receive a salary of ~~one thousand two hundred forty-seven dollars~~ one thousand two hundred eighty four dollars per month commencing ~~January 1, 2019~~ January 1, 2023.

B. Pursuant to Government Code Section 36516.1, the elective mayor shall receive compensation in the amount of ~~two thousand seven hundred twenty-seven dollars~~ two thousand eight hundred eight dollars per month commencing ~~January 1, 2019~~ January 1, 2023.

SECTION 3. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

SECTION 4. CEQA. Approval of the ordinance is exempt from further environmental review under the general rule in California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) that CEQA only applies to projects that have the potential for causing a significant effect on the environment. As a series of text amendments and additions that do not authorize any new activity, it can be seen with certainty that there is no possibility that the ordinance will have a significant effect on the environment.

SECTION 5. Publication and Effective Date. In accordance with Government Code section 36516.5, this ordinance shall take effect January 1, 2023. Before expiration of fifteen (15) days after its passage, this ordinance shall be published in the Tri-City Voice, a newspaper of general circulation published and printed in the County of Alameda and circulated in the City of Newark.