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, December 14, 2023
7:00 P.M.

A. ROLL CALL - Moment of silence in memory of Luis Bailon, Street Maintenance Worker

B. PRESENTATIONS

1. Commending Beverly Ryans on her retirement

2. Introduction of employees

3. Commendation for the Lee Family, owners of Jade Palace restaurant

4. Adopt a resolution confirming the Mayor's appointment to the Planning Commission and administration of the Oath of Office

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 November 9, 2023 minutes

3. Motion approving the 2024 Local Appointments List and distribution

4. Adopt a resolution authorizing the City Manager to execute a Contractual Services Agreement with MNS Engineers, Inc., for Construction Management Services for Central Avenue Overpass, Project 1014 and approving an amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024

5. Adopt a resolution to approve an agreement with Forensic Logic LLC, a SoundThinking Company for CrimeTracer software, and approve an amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024

6. Adopt a resolution approving the Second Amendment to the Contractual Services Agreement with ClientFirst Consulting Group, LLC for technology consulting services

7. Adopt a resolution approving Amendment No. 2 to the Contractual Services Agreement with West Coast Arborists, Inc. for tree maintenance services

8. Adopt a resolution approving a side letter agreement to the Memorandum of Understanding between the City of Newark and the Newark Police Management Association to provide for compensation to Police Lieutenants for certain overtime work associated with the Selective Traffic Enforcement Program grant

9. Adopt a resolution to accept the Annual and Five-Year Mitigation Fee Report for fiscal year ended June 30, 2023, and approve findings for each development impact fee that the City of Newark imposes on development projects

10. Adopt a resolution approving a side letter with the Newark Police Association to provide temporary benefits relating to the temporary critical staffing schedule; and approve an amendment to the 2022 - 2024 Biennial Budget and Capital Improvement Plan

11. Adopt a resolution authorizing the deletion of one full-time equivalent Lead Public Safety Dispatcher and the addition of one full-time equivalent Public Safety Dispatch Supervisor to the 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024; amending Resolution No. 2505, Employee Classification Plan to include the Public Safety Dispatch Supervisor classification; approving a Side Letter with the Newark Police Association (NPA) to add the classification of Public Safety Dispatch Supervisor and assign salary steps; and approve an amendment to the City's salary schedule in conformance with California Code of Regulations, Title 2, Section 570.5

12. Adopt a resolution approving a Contractual Services Agreement with ICS Integrated Communication Systems for audio/video equipment and services and approving an amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan

13. Adopt a resolution authorizing the purchase of two dump trucks for the Public Works Department Maintenance Division directly from an auto dealership and amending the 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024

14. Adopt a resolution authorizing the City Manager to execute the second amendment to the Contractual Services Agreements with Community Planning Collaborative and authorizing amendment of the 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024 to provide funding for consultant services related to the 2023-2031 Housing Element

15. Adopt a resolution approving reappointment of Eric Hentschke to the Alameda County Mosquito Abatement District

E. PUBLIC HEARINGS

1. Public Hearing to consider introducing an ordinance adding Chapter 17.15 to the Newark Municipal Code to establish the By Right Housing (-BRH) Overlay District, amending the Newark Zoning Map by applying the -BRH Overlay District to specific parcels, and making related miscellaneous amendments to Title 17, Zoning, of the Newark Municipal Code

F. OTHER BUSINESS

1. Adopt a resolution authorizing the City Manager to execute a Contractual Services Agreement, in a form approved by the City Attorney, with Ascent Environmental, Inc. for an update to the City's Climate Action Plan and amend the 2022-2024 Biennial Budget and Capital Improvement Plan

2. Adopt a resolution to approve an exception to the 180-Day waiting period for post-retirement employment and approve an employment agreement with Gina Anderson to serve as Interim Police Chief pursuant to Government Code sections 7522.56 and 21221(h)

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.

1. Approval of motion appointing Vice Mayor and resolution authorizing the Vice Mayor to execute financial documents

2. Adopt a resolution confirming the Mayor's appointments to various agencies, boards, commissions, and committees

H. CITY MANAGER UPDATES

I. CLOSED SESSION

J. ADJOURNMENT - in memory of Luis Bailon, Street Maintenance Worker

MEETING INFORMATION

Members of the public may attend the meeting in person, watch online, or watch on Cable Channel 26. The ability to observe online or Cable Channel 26 is predicated on those technologies being available and functioning without technical difficulties. Should those platforms not be available, or become non-functioning, or should the City Council otherwise encounter technical difficulties that make those platforms unavailable, the City Council will proceed with business in person unless otherwise prohibited by law.

How to view the meeting remotely:
Livestream online at YouTube: https://www.youtube.com/@cityofnewark3077/streams
Copy/paste the YouTube URL into your browser if the link does not automatically open.

Cable Channel 26 - if the meeting does not broadcast live, please contact your service provider and request the City of Newark channel lineup.

Zoom will no longer be available for public participation unless required by Assembly Bill 2449. Should a Council Member or the Mayor attend the meeting via Zoom pursuant to Assembly Bill 2249, then the Webinar ID https://us06web.zoom.us/j/83978815077 will be activated. The Mayor will make an announcement at the beginning of the meeting that the City will be allowing public comment via Zoom. Raise your virtual hand to notify the City Clerk that you would like to speak during the item that you wish to speak on.

How to submit written Public Comment:
Send an email to City Clerk by 3:00 p.m. the day of the meeting. Please identify the agenda item number in the subject line of your email. Emails will be compiled into one file and will be distributed to the City Council before the meeting.

No question shall be asked of a council member, city staff, or an audience member except through the Mayor. No person shall interrupt the 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 at https://www.newark.org/departments/city-manager-s-office/agendas-minutes and will concurrently be made available for public inspection during regular business hours at the David W. Smith City Hall, 37101 Newark Boulevard, Newark CA. 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 atCity Clerk or 510-578-4266.

STAFF REPORT

Item B. 1.

DATE	12/14/2023
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Commending Beverly Ryans on her retirement

Administrative Support Specialist II Beverly Ryans is retiring after 21 years of service to the City of Newark. A commendation has been prepared in honor of her service and will be presented at the City Council meeting.

Attachments

Commendation

COMMENDING BEVERLY RYANS

WHEREAS, BEVERLY RYANS began her career with the City of Newark in the Public Works Department in November 2002 as an Administrative Support Specialist II where she provided support to the Engineering Division covering the front counter where she assisted customers in person and over the phone, scheduled appointments, issued encroachment permits, sold project plans, and invoiced utilities; and

WHEREAS, BEVERLY RYANS continued to serve the Public Works Department by sharing her time between the Engineering Division and the City's Corporation Yard where she assisted with invoicing and payroll preparation; and

WHEREAS, BEVERLY RYANS transitioned to working half time in the City Administration Office where she performed clerical support to the City Manager's Office Staff, assisted the City Clerk with City Council packet development, and prepared the Council Chambers for the City Council Meetings; and

WHEREAS, BEVERLY RYANS transitioned to the Newark Police Department where she timely and accurately processed the complex department payroll, she coordinated nine years of Citizen Police Academy classes, and she continually provided outstanding professional support services to all city staff that she came in contact with; and

WHEREAS, following a distinguished career with the City of Newark, BEVERLY RYANS, Administrative Support Specialist II, is retiring after twenty-one years of excellent service and commitment to the Newark community.

NOW, THEREFORE, I, Michael Hannon, Mayor of the City of Newark, on behalf of the Newark City Council, do hereby commend

BEVERLY RYANS

for her dedication to the City of Newark and wish her the very best in all future endeavors.

IN WITNESS THEREOF, I have hereunto set forth my hand and caused the Official Seal of the City of Newark, State of California, to be affixed this 14th Day of December, Two Thousand Twenty-Three.

MICHAEL HANNON
Mayor

STAFF REPORT

Item B. 2.

DATE	12/14/2023
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Introduction of employees

The following Police Officers will be introduced at the City Council meeting: Taryn Stevenson, Michael Orozco, Vincent Townsend, and Christian Lara.

STAFF REPORT

Item B. 3.

DATE	12/14/2023
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Commendation for the Lee Family, owners of Jade Palace restaurant

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The Lee Family closed the Jade Palace restaurant in November, 2023. Multi generations of the Lee Family worked in the restaurant during its 54 years of providing good meals to its loyal customer base.

A commendation has been prepared in honor of the Lee Family and the Jade Palace restaurant.

Attachments

Commendation

COMMENDATION

THE LEE FAMILY

WHEREAS, in 1970 Oakland resident Edwin Wing Lee was driving along Highway 17 when he took the Thornton Avenue exit and entered Newark; and

WHEREAS, Edwin Wing Lee turned into the Old Town Center where ultimately a business opportunity presented itself; and

WHEREAS, opening a restaurant that served Chinese-American cuisine was Edwin Wing Lee's life-long passion; and

WHEREAS, Edwin Wing Lee and his wife Chaungan opened the Jade Palace and immersed themselves in the Newark community, serving good food and cultivating a loyal customer base; their children and grandchildren eventually joined the family business too; and

WHEREAS, after 54 years the Lee family decided it was time to close their doors and sent their loyal customers off with one last meal in November;

NOW, THEREFORE, I, Michael K. Hannon, Mayor of the City of Newark, on behalf of the Newark City Council, do hereby commend

THE LEE FAMILY

for their dedication and renowned customer service and wish them all a long and happy, well-deserved retirement.

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

MICHAEL K. HANNON
Mayor

STAFF REPORT

Item B. 4.

DATE	12/14/2023
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Adopt a resolution confirming the Mayor's appointment to the Planning Commission and administration of the Oath of Office

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Patricia Pitpitan was appointed to the Planning Commission on September 22, 2022, to fill the unexpired term of Debbie Otterstetter. Ms. Pitpitan is not seeking reappointment and has submitted her resignation from the Planning Commission.

The City Clerk advertised the upcoming vacancy and received 5 applications by the deadline. Applications were received from Daniel Cardenas, Olga Borjon, Namit Saksena, Darshpal Dhillon, and Julie Del Catancio. Mayor Hannon interviewed the applicants and will announce his selection at the City Council meeting.

It is recommended that the City Council, by resolution, confirm the Mayor's appointment to the Planning Commission, for a term to expire on December 31, 2027. The Oath of Office will be administered to the newly appointed Planning Commission at the City Council meeting, following the vote.

Attachments

Resolution

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING THE APPOINTMENT OF TO BE DETERMINED TO THE PLANNING COMMISSION

WHEREAS, Patricia Pitpitan was appointed to the Planning Commission on September 22, 2022 to fill the unexpired term of Debbie Otterstetter; and

WHEREAS, Patricia Pitpitan's term on the Planning Commission expires on December 31, 2023, and she is not seeking reappointment; and

WHEREAS, the upcoming vacancy was advertised by the City Clerk and applications were received from Daniel Cardenas, Olga Borjon, Namit Saksena, Darshpal Dhillon, and Julie Del Catancio; and

WHEREAS, the Mayor of the City of Newark has interviewed the applicants and appointed To Be Determined to said position on the Planning Commission for a term beginning January 1, 2024 and expiring on December 31, 2027;

NOW, THEREFORE, BE IT RESOLVED that said appointment is hereby approved by the City Council of the City of Newark.

STAFF REPORT

Item D. 1.

DATE	12/14/2023
TO	Honorable Mayor and City Council Members
FROM	Krysten Lee, Finance Director
SUBJECT	Approval of Audited Demands

Attachments

Audited Demands 10.26.23
Audited Demands 11.02.23
Audited Demands 11.09.23
Audited Demands 11.16.23
Audited Demands 11.22.23

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 10/26/2023

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	10/26/2023	9671 Accounts Payable	4LEAF INC		14,300.00
	Invoice	Date	Description	Check Sort Code	Amount
	J3962W	08/22/2023	TEMP PROFESSIONAL PLANN SVCS - 7/6/23 - 7/31/23		14,300.00
Check	10/26/2023	9672 Accounts Payable	ACCESS		100.00
	Invoice	Date	Description	Check Sort Code	Amount
	10510622	09/30/2023	SHREDDING SVCS SEPTEMBER 2023		100.00
Check	10/26/2023	9673 Accounts Payable	HEALTH AND HUMAN RESOURCE CENTER, INC		495.72
	Invoice	Date	Description	Check Sort Code	Amount
	E0303702	10/04/2023	EMPLOYEE ASSISTANT PROGRAM (EAP)-NOVEMBER 2023		247.86
	E0295176	06/06/2023	EMPLOYEE ASSISTANT PROGRAM (EAP)-JULY 2023		247.86
Check	10/26/2023	9674 Accounts Payable	AGAS MFG INC		1,495.00
	Invoice	Date	Description	Check Sort Code	Amount
	IN234012854	09/29/2023	FLAGS		1,495.00
Check	10/26/2023	9675 Accounts Payable	ALAMEDA COUNTY SHERIFF'S OFFICE		735.65
	Invoice	Date	Description	Check Sort Code	Amount
	PPE 10.14.23	10/19/2023	GARNISH - CASE 21CV000937 - 10.1.23-10.14.23		735.65
Check	10/26/2023	9676 Accounts Payable	ALL CITY MANAGEMENT SERVICES, INC.		7,504.33
	Invoice	Date	Description	Check Sort Code	Amount
	88166	10/04/2023	SCHOOL CROSSING GUARD SVCS 09/17-09/30/2023		7,504.33
Check	10/26/2023	9677 Accounts Payable	AMERICAN STAGE TOURS		1,488.00
	Invoice	Date	Description	Check Sort Code	Amount
	31069	09/27/2023	TREASURE ISLAND DAY TRIP 09/26/23		1,488.00
Check	10/26/2023	9678 Accounts Payable	LUIS BAILON		90.87
	Invoice	Date	Description	Check Sort Code	Amount
	092723EXP	10/17/2023	CLASS A LICENSE 09/27/23		90.87
Check	10/26/2023	9679 Accounts Payable	BAIRD + DRISKELL COMMUNITY PLANNING		9,240.00
	Invoice	Date	Description	Check Sort Code	Amount
	1535	08/21/2023	HOUSING ELEMENT UPDATE PREPARATION - SVCS THRU 7/23		9,240.00

Check	10/26/2023	9680	Accounts Payable	BAY CENTRAL PRINTING		85.88
	Invoice		Date	Description	Check Sort Code	Amount
	196879		10/04/2023	BUSINESS CARD IMPRINTING - FRENTESCU		85.88
Check	10/26/2023	9681	Accounts Payable	BAY ISLAND OFFICIALS ASSOCIATION		960.00
	Invoice		Date	Description	Check Sort Code	Amount
	SEPTEMBER302023		09/30/2023	OFFICIATING FOR BASKETBALL GAMES FOR SEPTEMBER '23		960.00
Check	10/26/2023	9682	Accounts Payable	BLAISDELL'S BUSINESS PRODUCTS		1,036.33
	Invoice		Date	Description	Check Sort Code	Amount
	SEPT'23		10/01/2023	OFFICE SUPPLIES 9/14-9/27/23		1,036.33
Check	10/26/2023	9683	Accounts Payable	C L E A R S INC		550.00
	Invoice		Date	Description	Check Sort Code	Amount
	4317139		10/10/2023	CLEARS CONF REG FEES-JEREMY BECK		550.00
Check	10/26/2023	9684	Accounts Payable	CAPPO		190.00
	Invoice		Date	Description	Check Sort Code	Amount
	200010615		10/23/2023	SEMINAR TICKET - KRYSTEN LEE		95.00
	200010609		10/23/2023	SEMINAR TICKET - ROBERTO GARCIA-ACOSTA		95.00
Check	10/26/2023	9685	Accounts Payable	CALIFORNIA DEPT. OF TAX & FEE ADMINISTRATION		298.00
	Invoice		Date	Description	Check Sort Code	Amount
	0-037-215-697		09/30/2023	DIESEL FUEL REGULATORY FEES 07/01-09/30/23		298.00
Check	10/26/2023	9686	Accounts Payable	CHAPLIN AND HILL INVESTIGATIVE SERVICES LLC		200.00
	Invoice		Date	Description	Check Sort Code	Amount
	23-25_03		10/02/2023	INVESTIGATIVE SERVICES - 09/02-09/09/23		200.00
Check	10/26/2023	9687	Accounts Payable	CINDY K. HULL & ASSOCIATES - FORENSIC CONSULTING		140.00
	Invoice		Date	Description	Check Sort Code	Amount
	145		09/30/2023	LATENT PRINT ANALYSIS SEPTEMBER 2023		140.00
Check	10/26/2023	9688	Accounts Payable	CITY OF FREMONT		13,238.00
	Invoice		Date	Description	Check Sort Code	Amount
	330322		10/04/2023	SHELTER OPERATING EXP OCTOBER 2023		13,238.00
Check	10/26/2023	9689	Accounts Payable	CITY OF SAN LEANDRO		2,065.00
	Invoice		Date	Description	Check Sort Code	Amount
	393625		09/26/2023	AC LEADERSHIP ACADEMY FOR NICHOLAS ICASIANO 23/24		2,065.00
Check	10/26/2023	9690	Accounts Payable	CIVICA LAW GROUP, APC		720.05
	Invoice		Date	Description	Check Sort Code	Amount
	11207		10/03/2023	PROFESSIONAL SERVICES RENDERED THROUGH SEPTEMBER 30, 2023		720.05
Check	10/26/2023	9691	Accounts Payable	COUNTY OF ALAMEDA		1,122.50
	Invoice		Date	Description	Check Sort Code	Amount
	SEPTEMBER '23		10/04/2023	CITATION PROCESSING FEES - SEPTEMBER '23		1,122.50
Check	10/26/2023	9692	Accounts Payable	LENKA DIAZ		3,030.81

	Invoice	Date	Description	Check Sort Code	Amount
	0929-100423EXP	10/18/2023	EXPENSE REIMBURSEMENT 09/29-10/04/23		1,774.63
	101823EXP	10/18/2023	EXPENSE REIMBURSEMENT 10/18/23		1,256.18
Check	10/26/2023	9693 Accounts Payable	EAST BAY LAWN MOWER		233.29
	Invoice	Date	Description	Check Sort Code	Amount
	38196	10/06/2023	FLEET SUPPLIES-CARB ASSY, EU2000		233.29
Check	10/26/2023	9694 Accounts Payable	ELIFEGUARD, INC.		1,038.96
	Invoice	Date	Description	Check Sort Code	Amount
	1000065370	10/04/2023	LIFEGUARD BOARD SHORTS		1,038.96
Check	10/26/2023	9695 Accounts Payable	EPLUS TECHNOLOGY, INC.		14,999.99
	Invoice	Date	Description	Check Sort Code	Amount
	V2762553	10/02/2023	CROWDSTIKE IDENTITY THREAT PROTECTION - SLP PLUS 9-21-70-0002		14,999.99
Check	10/26/2023	9696 Accounts Payable	EDWARD P. EVERETT		3,500.00
	Invoice	Date	Description	Check Sort Code	Amount
	MONTH OF SEPT 23	09/27/2023	PROFESSIONAL COACHING FOR EMPLOYEE DEVELOPMENT 09/23		1,356.25
	MONTH OF OCT 23	10/19/2023	PROFESSIONAL COACHING FOR EMPLOYEE DEVELOPMENT 10/23		350.00
	MONTH OF AUG 23	08/01/2023	PROFESSIONAL COACHING FOR EMPLOYEE DEVELOPMENT 08/23		1,793.75
Check	10/26/2023	9697 Accounts Payable	FEHR & PEERS		3,723.38
	Invoice	Date	Description	Check Sort Code	Amount
	168888	10/13/2023	TASK ORDER #11 - VEHICLE MILES TRAVELED POLICY 08/26-09/29/23		3,723.38
Check	10/26/2023	9698 Accounts Payable	G BORTOLOTTO & CO INC		309,897.84
	Invoice	Date	Description	Check Sort Code	Amount
	5093	10/03/2023	FY22-23 AC OVERLAY PRGM, PRJ 1300 07/26-09/29/23		309,897.84
Check	10/26/2023	9699 Accounts Payable	GACHINA LANDSCAPE MANAGEMENT, INC.		23,597.81
	Invoice	Date	Description	Check Sort Code	Amount
	E 212605B	10/01/2023	CH, LIB, PD MAINTENANCE CONTRACT OCTOBER 2023		3,689.00
	E 212605A	10/01/2023	MAINTENANCE CONTRACT OCTOBER 2023		19,908.81
Check	10/26/2023	9700 Accounts Payable	GRAINGER		11.00
	Invoice	Date	Description	Check Sort Code	Amount
	9846534965	09/21/2023	FIRE STATION 27 PULL TABS		7.39
	9846534973	09/21/2023	FIRE STATION 27 FRAME TENSION SPRING SCREEN		3.61
Check	10/26/2023	9701 Accounts Payable	GROUP 4 ARCHITECTURE RESEARCH + PLANNING, INC.		19,546.70
	Invoice	Date	Description	Check Sort Code	Amount
	11839	07/31/2023	REIMBURSABLES AND PROFESSIONAL SERVICES RENDERED THROUGH 7/31/23		8,041.70
	11895	08/31/2023	REIMBURSABLES AND PROFESSIONAL SERVICES RENDERED THROUGH 8/31/23		11,505.00
Check	10/26/2023	9702 Accounts Payable	HOME DEPOT CREDIT SERVICES		1,784.20
	Invoice	Date	Description	Check Sort Code	Amount
	OCT ' 23	10/13/2023	HOME DEPOT CC PURCHASE 9/21/23-10/09/23		1,784.20

Check	10/26/2023	9703	Accounts Payable	JOSH HORST		6,468.03
	Invoice		Date	Description	Check Sort Code	Amount
	110123ADPP		10/01/2023	ADPP - 11/01-11/30/23		6,468.03
Check	10/26/2023	9704	Accounts Payable	WESTERN INTEGRATED SYSTEMS		13,100.00
	Invoice		Date	Description	Check Sort Code	Amount
	230905		09/18/2023	RESTORE VAULT SECURE CLOUD BACKUP		13,100.00
Check	10/26/2023	9705	Accounts Payable	NARAYAN KRISHNAN		1,094.80
	Invoice		Date	Description	Check Sort Code	Amount
	1008-101323EXP		10/16/2023	RIMSCON NARAYAN KRISHNAN REIMBURSEMENT 10/08-10/13/23		1,094.80
Check	10/26/2023	9706	Accounts Payable	L.N. CURTIS & SONS		164.87
	Invoice		Date	Description	Check Sort Code	Amount
	INV752713		10/04/2023	UNIFORM AND ACCESSORIES		164.87
Check	10/26/2023	9707	Accounts Payable	BRIAN LEWIS		840.18
	Invoice		Date	Description	Check Sort Code	Amount
	1002-100423EXP		10/03/2023	COPSWEST EXP EXPENSES 10/2-10/4/23		840.18
Check	10/26/2023	9708	Accounts Payable	LEXISNEXIS RISK SOLUTIONS FL INC		7.75
	Invoice		Date	Description	Check Sort Code	Amount
	1845802-20230930		09/30/2023	INVESTIGATIVE INFO RESEARCH - 9/30/23		7.75
Check	10/26/2023	9709	Accounts Payable	LINCOLN AQUATICS		1,032.20
	Invoice		Date	Description	Check Sort Code	Amount
	D8834799		09/18/2023	POOL CHEMICALS		1,032.20
Check	10/26/2023	9710	Accounts Payable	LOOMIS		349.72
	Invoice		Date	Description	Check Sort Code	Amount
	13340504		09/30/2023	ARMORED CAR SERVICE - 09/23		349.72
Check	10/26/2023	9711	Accounts Payable	MEYERS NAVE		7,460.50
	Invoice		Date	Description	Check Sort Code	Amount
	210496		10/20/2023	LEGAL SERVICES FOR SANCTUARY WEST - SVCS THRU 9/30/23		3,545.50
	210498		10/20/2023	LEGAL SVCS - MOWRY VILLAGE PROJECT - SVCS THRU 9/30/23		784.00
	210503		10/20/2023	LEGAL SVCS FOR CEDAR BLVD TWNHMS (WAYMARK) SVCS THRU 9/30/23		2,878.50
	210504		10/20/2023	LEGAL SVCS FOR NEWPARK PLAZA PROJECT - 9/30/23		252.50
Check	10/26/2023	9712	Accounts Payable	MNS ENGINEERS INC		23,514.18
	Invoice		Date	Description	Check Sort Code	Amount
	84393		10/10/2023	ON-CALL PUBLIC WORKS CONSTRUCTION INSPECTION SERVICES 09/23		1,391.04
	84392		10/10/2023	ON-CALL PUBLIC WORKS CONSTRUCTION INSPECTION SERVICES 09/23		22,123.14
Check	10/26/2023	9713	Accounts Payable	ANGELA MONTEZ		33.95
	Invoice		Date	Description	Check Sort Code	Amount
	0923-092423EXP		10/16/2023	EXPENSE REIMBURSEMENT MISAC 09/23-09/24/2023		33.95
Check	10/26/2023	9714	Accounts Payable	NATIONAL DATA & SURVEYING SERVICES		10,615.00
	Invoice		Date	Description	Check Sort Code	Amount
	23-080020-1		08/23/2023	2023 CITYWIDE TRAFFIC SURVEY 08/23		4,930.00

	23-080020-2	08/23/2023	2023 CITYWIDE TRAFFIC SURVEY 08/23		5,075.00
	23-080203	08/18/2023	TRAFFIC SURVEY - APA #24-87		610.00
Check	10/26/2023	9715 Accounts Payable	OSBORNE LUMBER COMPANY, INC.		223.15
	Invoice	Date	Description	Check Sort Code	Amount
	583910	10/03/2023	LUMBER FOR RECREATION PHOTO BOOTH		223.15
Check	10/26/2023	9716 Accounts Payable	PACIFIC GAS & ELECTRIC		129,766.53
	Invoice	Date	Description	Check Sort Code	Amount
	7578-100923	10/09/2023	CITYWIDE ELECTRICAL 10/9/23		95,591.32
	7786-092023	09/20/2023	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 08/16-09/14/23		30,882.91
	2305-100223	10/02/2023	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 08/25-09/25/23		98.03
	9045-100323	10/03/2023	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 08/25-09/25/23		224.25
	0552-100323	10/03/2023	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 08/26-09/26/23		89.42
	0870-100523	10/05/2023	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 08/30-09/28/23		78.09
	3926-100423	10/04/2023	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 08/29-09/27/23		72.49
	1859-100423	10/04/2023	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 08/29-09/27/23		2,730.02
Check	10/26/2023	9717 Accounts Payable	PEAK SOFTWARE SYSTEMS, INC		6,100.00
	Invoice	Date	Description	Check Sort Code	Amount
	026200	08/21/2023	SPORTSMAN REGISTRATION SOFTWARE THRU 7/30/24		6,100.00
Check	10/26/2023	9718 Accounts Payable	PERFORMANCE PEST MANAGEMENT		487.00
	Invoice	Date	Description	Check Sort Code	Amount
	70956	10/03/2023	PEST SERVICES - FIRE STATION #2 #102709 10/3/23		220.00
	71029	10/03/2023	PEST SERVICES - CITY HALL #102699 10/3/23		267.00
Check	10/26/2023	9719 Accounts Payable	RECYCLE AWAY, LLC		9,829.49
	Invoice	Date	Description	Check Sort Code	Amount
	00045263	10/02/2023	3 STREAM TRASH CONTAINERS		9,829.49
Check	10/26/2023	9720 Accounts Payable	REDFLEX TRAFFIC SYSTEMS, INC.		17,400.00
	Invoice	Date	Description	Check Sort Code	Amount
	INV0062147	09/30/2023	REDLIGHT CAMERA MONITORING SEPTEMBER 2023		17,400.00
Check	10/26/2023	9721 Accounts Payable	YORK RISK SERVICE GROUP, INC. A SEDGWICK COMPANY		3,528.00
	Invoice	Date	Description	Check Sort Code	Amount
	400000156417	10/04/2023	WORKERS COMPENSATION CLAIMS - 10/01/23-10/31/23		3,528.00
Check	10/26/2023	9722 Accounts Payable	STAPLES		2,056.50
	Invoice	Date	Description	Check Sort Code	Amount
	8071800948	09/30/2023	OFFICE SUPPLIES 9/5-9/29/23		2,056.50
Check	10/26/2023	9723 Accounts Payable	MARY TEIXEIRA		113.36
	Invoice	Date	Description	Check Sort Code	Amount
	0924-092823EXP	10/16/2023	EXPENSE REIMBURSEMENT- EMPLOYEE APPRECIATION GIFT		113.36
Check	10/26/2023	9724 Accounts Payable	TURF & INDUSTRIAL EQUIPMENT CO		1,996.72
	Invoice	Date	Description	Check Sort Code	Amount
	IV47838	10/02/2023	FLEET SUPPLIES-ROOF		1,242.09
	IV47830	10/02/2023	FLEET SUPPLIES-CUSHION		372.31

	IV47977	10/04/2023	FLEET SUPPLIES-FLOAT KIT			382.32
Check	10/26/2023	9725 Accounts Payable		U.S. BANK CORPORATE PAYMENT SYSTEMS		57,999.46
	Invoice	Date	Description		Check Sort Code	Amount
	102323STMT	10/23/2023	CC PAYMENT 10/23/23			57,999.46
Check	10/26/2023	9726 Accounts Payable		UTILITY TELECOM GROUP, LLC		21,407.92
	Invoice	Date	Description		Check Sort Code	Amount
	OCT '23	10/16/2023	TELEPHONE & NETWORK PROVIDER - OCT '23			21,407.92
Check	10/26/2023	9727 Accounts Payable		VSS INTERNATIONAL, INC.		1,237,264.81
	Invoice	Date	Description		Check Sort Code	Amount
	20019591	10/09/2023	CHERRY ST. CLASS IV SEPARATED BIKEWAYS, PRJ 1254 09/01-09/30/23			723,386.93
	20022578	09/15/2023	CHERRY ST. CLASS IV SEPARATED BIKEWAYS, PRJ 1254 07/01-08/31/23			513,877.88
Check	10/26/2023	9728 Accounts Payable		WASHINGTON HOSPITAL		75.00
	Invoice	Date	Description		Check Sort Code	Amount
	0923-NPD-LB-REV	10/04/2023	LAB TESTS SEPTEMBER 2023			75.00
Check	10/26/2023	9729 Accounts Payable		WEX BANK		1,931.96
	Invoice	Date	Description		Check Sort Code	Amount
	92363704	10/06/2023	CHEVRON CC 10/06/23			1,931.96
Check	10/26/2023	9730 Accounts Payable		YMCA CAMP CAMPBELL		12,580.00
	Invoice	Date	Description		Check Sort Code	Amount
	3001613672	10/19/2023	HCSA.EV2026 GRANT FUNDED YMCA CAMP CAMPBELL FAMILY CAMPING TRIP			12,580.00
Check	10/26/2023	9731 Accounts Payable		MARIO'S BAY FRAMES		737.51
	Invoice	Date	Description		Check Sort Code	Amount
	158	08/18/2023	SILVER FRAME			737.51
Check	10/26/2023	9732 Accounts Payable		LARA , CESAR		500.00
	Invoice	Date	Description		Check Sort Code	Amount
	695810	10/09/2023	RENTAL DEPOSIT REFUND 10/09/23			500.00
Check	10/26/2023	9733 Accounts Payable		LENNAR HOMES, LLC		30.00
	Invoice	Date	Description		Check Sort Code	Amount
	2024-1245	10/11/2023	ESUB2023-0002 RFND			30.00
Check	10/26/2023	9734 Accounts Payable		MCKEARIN , GABRIELA		73.00
	Invoice	Date	Description		Check Sort Code	Amount
	695985	10/20/2023	ISSUE WITH CREDIT CARD. REFUNDING SWIMMING CLASS BY CHECK.			73.00
Check	10/26/2023	9735 Accounts Payable		PATEL , KUSH P		1,000.00
	Invoice	Date	Description		Check Sort Code	Amount
	2024-00001288	10/23/2023	RETURNING SPECIAL EVENT PERMIT SECURITY DEPOSIT 10/14/23			1,000.00
Check	10/26/2023	9736 Accounts Payable		PROLOGIS & AFFILIATED ENTITIES PER SCHEDULE A		5,000.00
	Invoice	Date	Description		Check Sort Code	Amount
	CR11345	10/20/2023	PERFORMANCE BOND REFUND - 38875-38997 CHERRY ST			5,000.00

Check	10/26/2023	9737	Accounts Payable	ZUNIGA , ALMA D		500.00
	Invoice		Date	Description	Check Sort Code	Amount
	696315		10/23/2023	RENTAL DEPOSIT REFUND		500.00
EFT	10/26/2023	756	Accounts Payable	CLIENTFIRST TECHNOLOGY CONSULTING	122037760 / 001064667052	5,631.25
	Invoice		Date	Description	Check Sort Code	Amount
	15625		09/30/2023	IT SUPPORT - 9/1-9/30/23		5,631.25
EFT	10/26/2023	757	Accounts Payable	ID360	322271627 / 987721370	2,961.00
	Invoice		Date	Description	Check Sort Code	Amount
	INV-0345		10/04/2023	CONSTRUCTION & DEMOLITION RECYCLING PROGRAM CONSULTING 10/23		2,961.00
EFT	10/26/2023	758	Accounts Payable	PET BENEFIT SOLUTION	021000021 / 238821802	53.75
	Invoice		Date	Description	Check Sort Code	Amount
	137668		10/19/2023	TOTAL PET PLAN - OCTOBER 2023 PREMIUMS		53.75

AP ZBA ACCOUNTS PAYABLE Totals:	Transactions: 70	$2,021,346.90

Checks:	67	$2,012,700.90
EFTs:	3	$8,646.00

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 11/02/2023

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	11/02/2023	9738 Accounts Payable	ALPINE AWARDS INC		4,629.46
	Invoice	Date	Description	Check Sort Code	Amount
	6103781	07/17/2023	STAFF SWEATSHIRT		4,629.46
Check	11/02/2023	9739 Accounts Payable	ALTA LANGUAGE SERVICES, INC.		66.00
	Invoice	Date	Description	Check Sort Code	Amount
	IS676585	09/30/2023	LISTENING & SPEAKING TEST		66.00
Check	11/02/2023	9740 Accounts Payable	BAY CENTRAL PRINTING		4,732.47
	Invoice	Date	Description	Check Sort Code	Amount
	196927	10/11/2023	HOUSING ELEMENT UPDATE - BINDERS FOR PC & CC MEETINGS		4,725.59
	196794REV	09/28/2023	BUSINESS CARD IMPRINTING - FEJARANG BALANCE		6.88
Check	11/02/2023	9741 Accounts Payable	CENTRAL VALLEY TOXICOLOGY, INC.		204.00
	Invoice	Date	Description	Check Sort Code	Amount
	330215	09/01/2023	LAB TESTS 09/01/2023		42.00
	330419	09/14/2023	LAB TESTS 09/14/23		162.00
Check	11/02/2023	9742 Accounts Payable	APRO LLC		125.00
	Invoice	Date	Description	Check Sort Code	Amount
	090123-093023	09/30/2023	CAR WASH 09/01-09/30/23		125.00
Check	11/02/2023	9743 Accounts Payable	CIVICA LAW GROUP, APC		597.60
	Invoice	Date	Description	Check Sort Code	Amount
	10049	04/01/2023	PROFESSIONAL SERVICES RENDERED THROUGH MARCH 31, 2023		597.60
Check	11/02/2023	9744 Accounts Payable	CRIME SCENE CLEANERS INC		260.00
	Invoice	Date	Description	Check Sort Code	Amount
	88206	10/12/2023	CRIME SCENE CLEANING 10/12/23		130.00
	87992	10/07/2023	CRIME SCENE CLEANING 10/07/23		130.00
Check	11/02/2023	9745 Accounts Payable	CSMFO		270.00
	Invoice	Date	Description	Check Sort Code	Amount
	300012766	10/31/2023	FY24 MEMBERSHIP DUES MANAGEMENT - K. LEE		135.00
	300012954	11/02/2023	FY24 MEMBERSHIP DUES MANAGEMENT - M. VILLANUEVA		135.00
Check	11/02/2023	9746 Accounts Payable	DALE HARDWARE		755.61
	Invoice	Date	Description	Check Sort Code	Amount

	OCT ' 23		10/25/2023	DALE SUPPLIES 10/25/23		755.61
Check	11/02/2023	9747	Accounts Payable	DEPARTMENT OF JUSTICE		584.00
	Invoice		Date	Description	Check Sort Code	Amount
	685961		10/04/2023	FINGERPRINTING FEES- 09/23		584.00
Check	11/02/2023	9748	Accounts Payable	ALHAMBRA		318.08
	Invoice		Date	Description	Check Sort Code	Amount
	15734365101323		10/13/2023	WATER SERVICE 09/27 - 10/06/23		318.08
Check	11/02/2023	9749	Accounts Payable	DUKE DE LEON		780.00
	Invoice		Date	Description	Check Sort Code	Amount
	4178		10/29/2023	BROADCAST AND STREAM CC AND PC MTGS OCTOBER 2023		780.00
Check	11/02/2023	9750	Accounts Payable	EAST BAY REFRIGERATION		1,054.83
	Invoice		Date	Description	Check Sort Code	Amount
	25789		08/30/2023	REFRIGERATOR MAINTENANCE 08/30/23		1,054.83
Check	11/02/2023	9751	Accounts Payable	ECHELON K9, LLC		600.00
	Invoice		Date	Description	Check Sort Code	Amount
	NW-001		08/15/2023	CANINE PROGRAM MGT COURSE- LT.SANDOVAL		600.00
Check	11/02/2023	9752	Accounts Payable	EWING IRRIGATION PRODUCTS INC.		1,023.42
	Invoice		Date	Description	Check Sort Code	Amount
	20795135		10/11/2023	PARK SUPPLIES-IRRIGATION NIPPLE TUBE AND HUNTER ULTRA		1,023.42
Check	11/02/2023	9753	Accounts Payable	FEDEX		30.67
	Invoice		Date	Description	Check Sort Code	Amount
	8-277-17518		10/06/2023	PACKAGE DELIVERY 9/28/23		30.67
Check	11/02/2023	9754	Accounts Payable	GRAINGER		618.78
	Invoice		Date	Description	Check Sort Code	Amount
	9829654160		09/06/2023	SILLIMAN FLANGE, COUPLING AND IMPELLER		618.78
Check	11/02/2023	9755	Accounts Payable	IDN WILCO INC		40.65
	Invoice		Date	Description	Check Sort Code	Amount
	10300561-00		10/19/2023	BLDG PADLOCK SUPPLIES		40.65
Check	11/02/2023	9756	Accounts Payable	INDUSTRIAL PLUMBING SUPPLY, LLC.		179.73
	Invoice		Date	Description	Check Sort Code	Amount
	111011		10/12/2023	PD FOLDING UTILITY SHELF		179.73
Check	11/02/2023	9757	Accounts Payable	CATHREENE INGHAM-WATTERS		794.74
	Invoice		Date	Description	Check Sort Code	Amount
	0924-092723EXP		09/30/2023	EXPENSE REIMBURSEMENT - CALGOV HR CONFERENCE 09/24-09/27/23		636.00
	1018-101923EXP		10/24/2023	EXPENSE REIMBURSEMENT - EMPLOYEE LUNCH & MENTORING FAVORS 10/23		158.74
Check	11/02/2023	9758	Accounts Payable	KAMINI KUMAR		448.35
	Invoice		Date	Description	Check Sort Code	Amount
	1023-102723EXP		10/23/2023	MMANC CONFERENCE - OLYMPIC VALLEY 10/23-10/27/23		448.35
Check	11/02/2023	9759	Accounts Payable	L.N. CURTIS & SONS		283.31

	Invoice	Date	Description	Check Sort Code	Amount
	INV747937	09/20/2023	ACADEMY GEAR		357.43
	CMPT245811	07/10/2023	CREDIT MEMO-INV712651		(248.30)
	CMPT249295	08/28/2023	CREDIT MEMO-OVERPAYMENT		(444.22)
	INV753603	10/06/2023	SAFARI LAMINATE		402.87
	INV753233	10/05/2023	SAFARI LAMINATE		215.53
Check	11/02/2023	9760 Accounts Payable	LIEBERT CASSIDY WHITMORE		2,392.50
	Invoice	Date	Description	Check Sort Code	Amount
	252710	09/30/2023	PROFESSIONAL SERVICES RENDERED THROUGH SEPTEMBER 30, 2023		2,392.50
Check	11/02/2023	9761 Accounts Payable	MEDCOM		2,425.00
	Invoice	Date	Description	Check Sort Code	Amount
	9763A	10/01/2023	2023 ANNUAL ACA EMPLOYER REPORTING-REMAINING BALANCE		2,425.00
Check	11/02/2023	9762 Accounts Payable	MEYERS NAVE		31,827.93
	Invoice	Date	Description	Check Sort Code	Amount
	210495	10/20/2023	PROFESSIONAL SERVICES RENDERED THROUGH SEPTEMBER 30, 2023		180.23
	210499	10/20/2023	PROFESSIONAL SERVICES RENDERED THROUGH SEPTEMBER 30, 2023		11,314.20
	210500	10/20/2023	PROFESSIONAL SERVICES RENDERED THROUGH SEPTEMBER 30, 2023		1,700.40
	210501	10/20/2023	PROFESSIONAL SERVICES RENDERED THROUGH SEPTEMBER 30, 2023		2,746.80
	210502	10/20/2023	PROFESSIONAL SERVICES RENDERED THROUGH SEPTEMBER 30, 2023		5,455.80
	210505	10/20/2023	PROFESSIONAL SERVICES RENDERED THROUGH SEPTEMBER 30, 2023		469.20
	210506	10/20/2023	PROFESSIONAL SERVICES RENDERED THROUGH SEPTEMBER 30, 2023		4,206.10
	210507	10/20/2023	PROFESSIONAL SERVICES RENDERED THROUGH SEPTEMBER 30, 2023		1,111.80
	210508	10/20/2023	PROFESSIONAL SERVICES RENDERED THROUGH SEPTEMBER 30, 2023		4,643.40
Check	11/02/2023	9763 Accounts Payable	MIKE YORKS INVESTIGATIONS		6,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	2023-47	10/06/2023	BACKGROUND INVESTIGATIONS 08/16-10/06/23		1,650.00
	2023-45	10/06/2023	BACKGROUND INVESTIGATIONS 08/03-10/06/23		900.00
	2023-54	10/22/2023	BACKGROUND INVESTIGATIONS 09/27-10/22/23		3,450.00
Check	11/02/2023	9764 Accounts Payable	MINDBASE LLC		9,500.00
	Invoice	Date	Description	Check Sort Code	Amount
	1036	09/20/2023	INTEGRATED PEER SUPPORT SERVICES FY23/24		9,500.00
Check	11/02/2023	9765 Accounts Payable	THE PERMANENTE MEDICAL GROUP, INC.		1,528.00
	Invoice	Date	Description	Check Sort Code	Amount
	3209033478511023	10/09/2023	PRE-EMPLOYMENT/ DOT PHYSICALS-09/23		1,528.00
Check	11/02/2023	9766 Accounts Payable	PNC EQUIPMENT FINANCE		109,076.40
	Invoice	Date	Description	Check Sort Code	Amount
	1823329	10/24/2023	PNC-PUMPER FINANCE CONTRACT 98987896-1 - 12/23/22 - 12/22/23		109,076.40
Check	11/02/2023	9767 Accounts Payable	PREFERRED ALLIANCE INC		195.00
	Invoice	Date	Description	Check Sort Code	Amount
	0189247-IN	09/30/2023	RANDOM & NON-RANDOM DRUG TESTING - SEP '23		195.00
Check	11/02/2023	9768 Accounts Payable	SAITECH INC		24,087.75
	Invoice	Date	Description	Check Sort Code	Amount

	53753	10/12/2023	CISCO SMARTNET RENEWAL 10/01/23-03/20/26			24,087.75
Check	11/02/2023	9769 Accounts Payable	SLOAN SAKAI YEUNG & WONG LLP			1,950.00
	Invoice	Date	Description		Check Sort Code	Amount
	53012	08/31/2023	LEGAL ADVICE/NEGOTIATIONS-AUGUST 2023			1,950.00
Check	11/02/2023	9770 Accounts Payable	STANDARD INSURANCE COMPANY			915.90
	Invoice	Date	Description		Check Sort Code	Amount
	BILLING-SEP 23	09/01/2023	EMPLOYEE LIFE INSURANCE AND AD&D COVERAGE PREMIUMS-9/1-9/30/23			915.90
Check	11/02/2023	9771 Accounts Payable	SYSERCO, INC			18,351.50
	Invoice	Date	Description		Check Sort Code	Amount
	12579	07/01/2023	ENERGY MANAGEMENT SERVICES 07/23-09/23			9,175.75
	13178	10/01/2023	ENERGY MANAGEMENT SERVICES 10/23-12/23			9,175.75
Check	11/02/2023	9772 Accounts Payable	TIREHUB, LLC			2,568.98
	Invoice	Date	Description		Check Sort Code	Amount
	36376636	08/14/2023	TIRES-GY G614 RST			2,568.98
Check	11/02/2023	9773 Accounts Payable	TURBO DATA SYSTEMS, INC			700.00
	Invoice	Date	Description		Check Sort Code	Amount
	40762	07/31/2023	E-CITATION HARDWARE AND TRAFFIC PROCESSING SERVICES JUL '23			700.00
Check	11/02/2023	9774 Accounts Payable	UNITED STATES POSTMASTER			3,900.00
	Invoice	Date	Description		Check Sort Code	Amount
	IN102523	10/30/2023	POSTAGE FOR WINTER/SPRING RECREATION ACTIVITIES POSTCARD			3,900.00
Check	11/02/2023	9775 Accounts Payable	UNIVERSAL BUILDING SERVICES & SUPPLY			42,850.84
	Invoice	Date	Description		Check Sort Code	Amount
	518749	09/30/2023	NEWARK DAYS DAY PORTER SERVICES 9/16-9/17/23			699.84
	518748	09/30/2023	JANITORIAL SERVICES - COMMUNITY CENTER ANNEX 9/26/23			228.00
	2023-0901	09/30/2023	JANITORIAL SERVICES - CITYWIDE SEPTEMBER 2023			36,077.00
	518036	09/29/2023	LIBRARY DAY PORTER SERVICES SEPTEMBER 2023			1,408.00
	518035	09/29/2023	JANITORIAL SERVICES - LIBRARY 9/30/23			4,438.00
Check	11/02/2023	9776 Accounts Payable	YMCA CAMP CAMPBELL			530.00
	Invoice	Date	Description		Check Sort Code	Amount
	3001613672-2	10/20/2023	YOUTH TIE DYE SHIRTS FOR CAMPERS			530.00
Check	11/02/2023	9777 Accounts Payable	MENDES , F. PAUL			1,000.00
	Invoice	Date	Description		Check Sort Code	Amount
	2024-00001243	10/25/2023	RETURNING SPECIAL EVENT PERMIT SECURITY DEPOSIT 10/09/23			1,000.00
Check	11/02/2023	9778 Accounts Payable	NEELAMEGAM , SELVENDRAN			200.00
	Invoice	Date	Description		Check Sort Code	Amount
	696626	10/25/2023	REFUND FOR FACILITY RENTAL 10/15/23			200.00
Check	11/02/2023	9779 Accounts Payable	PASHCHIMI			1,000.00
	Invoice	Date	Description		Check Sort Code	Amount
	2024-00001257	10/25/2023	RETURNING SPECIAL EVENT PERMIT SECURITY DEPOSIT 10/10/23			1,000.00

EFT	11/02/2023	759	Accounts Payable	CLIENTFIRST TECHNOLOGY CONSULTING	122037760 / 001064667052	12,104.04

Invoice	Date	Description	Check Sort Code	Amount
15494	08/31/2023	IT SUPPORT - 8/1-8/31/23		7,547.50
15636	09/30/2023	VIDEO SURVEILLANCE ASSESSMENT 9/1-9/30/23		4,556.54

EFT	11/02/2023	760	Accounts Payable	SUMMIT UNIFORMS, LLC	121000358 / 325183513607	225.31

Invoice	Date	Description	Check Sort Code	Amount
3864	10/12/2023	UNIFORMS & SUPPLIES		225.31

AP ZBA ACCOUNTS PAYABLE Totals:	Transactions: 44	$291,725.85

Checks:	42	$279,396.50
EFTs:	2	$12,329.35

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 11/09/2023

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	11/09/2023	9780 Accounts Payable	ABBE & ASSOCIATES LLC		11,046.20
	Invoice	Date	Description	Check Sort Code	Amount
	N-23	09/29/2023	RECYCLING/ORGANICS CONSULTANT (THROUGH 09/17/23)		11,046.20
Check	11/09/2023	9781 Accounts Payable	ADAMSON POLICE PRODUCTS		2,298.83
	Invoice	Date	Description	Check Sort Code	Amount
	INV403892	10/14/2023	RECRUITMENT UNIFORM - THOMAS		317.01
	INV403889	10/14/2023	RECRUITMENT UNIFORM - KIM		303.67
	INV403887	10/14/2023	RECRUITMENT UNIFORM - TOWNSEND		330.71
	INV403885	10/14/2023	RECRUITMENT UNIFORM - STEVENSON		340.67
	INV403893	10/14/2023	RECRUITMENT UNIFORM - PIQUERO		303.67
	INV403899	10/14/2023	RECRUITMENT UNIFORM - LARA		321.40
	INV403901	10/14/2023	RECRUITMENT UNIFORM - OROZCO		317.01
	INV403895	10/14/2023	UNIFORMS AND SUPPLIES - EXPLORER		64.69
Check	11/09/2023	9782 Accounts Payable	ADITYA T BABU		1,308.00
	Invoice	Date	Description	Check Sort Code	Amount
	0907-092823	09/28/2023	VOLLEYBALL CLASSES 9/7-9/28/23		574.00
	1005-102623	10/26/2023	VOLLEYBALL CLASSES 10/5-10/26/23		734.00
Check	11/09/2023	9783 Accounts Payable	AFLAC		893.28
	Invoice	Date	Description	Check Sort Code	Amount
	587080	10/31/2023	AFLAC - OCTOBER 2023 PREMIUMS		893.28
Check	11/09/2023	9784 Accounts Payable	FRANCISCO AGUIRRE		350.00
	Invoice	Date	Description	Check Sort Code	Amount
	110123EXP	11/01/2023	BOOT/UNIFORM REIMBURSEMENT 11/01/23		350.00
Check	11/09/2023	9785 Accounts Payable	AIRGAS USA, LLC		96.17
	Invoice	Date	Description	Check Sort Code	Amount
	5502813612	09/30/2023	CYL ACETYLENE RENTAL 09/30/23		96.17
Check	11/09/2023	9786 Accounts Payable	ALAMEDA COUNTY SHERIFF'S OFFICE		735.65
	Invoice	Date	Description	Check Sort Code	Amount
	PPE 10.28.23	10/31/2023	GARNISH - CASE 21CV000937 10.15.23-10.28.23		735.65
Check	11/09/2023	9787 Accounts Payable	ALL CITY MANAGEMENT SERVICES, INC.		6,577.59
	Invoice	Date	Description	Check Sort Code	Amount

	88472	10/18/2023	SCHOOL CROSSING GUARD SVCS 10/01-10/14/23			6,577.59
Check	11/09/2023	9788 Accounts Payable	ALPINE AWARDS INC			1,152.01
	Invoice	Date	Description	Check Sort Code		Amount
	6104885	10/12/2023	STAFF SHIRTS			1,152.01
Check	11/09/2023	9789 Accounts Payable	BAVCO			716.55
	Invoice	Date	Description	Check Sort Code		Amount
	241204	10/17/2023	BACKFLOW SUPPLIES-LF860 AND REPAIR KIT			716.55
Check	11/09/2023	9790 Accounts Payable	BAY ISLAND OFFICIALS ASSOCIATION			960.00
	Invoice	Date	Description	Check Sort Code		Amount
	OCTOBER312023	10/31/2023	OFFICIATING FOR BASKETBALL GAMES FOR OCTOBER '23			960.00
Check	11/09/2023	9791 Accounts Payable	BELKORP AG, LLC			25,073.36
	Invoice	Date	Description	Check Sort Code		Amount
	928628	11/02/2023	TURFCO SPORTS TOP DRESSER			25,073.36
Check	11/09/2023	9792 Accounts Payable	LUZ BORJA			835.78
	Invoice	Date	Description	Check Sort Code		Amount
	093023BORJA	11/08/2023	EE COMPUTER LOAN PROGRAM			835.78
Check	11/09/2023	9793 Accounts Payable	BUREAU VERITAS NORTH AMERICA INC.			250.00
	Invoice	Date	Description	Check Sort Code		Amount
	RI 23048377	10/03/2023	BI FIELD INSPECTION AND RELATED PROFESSIONAL SERVICES 09/23			250.00
Check	11/09/2023	9794 Accounts Payable	CALIFORNIA BUILDING STANDARDS COMMISSION			2,182.50
	Invoice	Date	Description	Check Sort Code		Amount
	0701-093023	10/24/2023	BUILDING STANDARDS FEES - JUL TO SEP 2023			2,182.50
Check	11/09/2023	9795 Accounts Payable	CALIFORNIA DEPARTMENT OF CONSERVATION			11,721.70
	Invoice	Date	Description	Check Sort Code		Amount
	0701-093023	10/24/2023	STRONG MOTION FEES - JUL TO SEP 2023			11,721.70
Check	11/09/2023	9796 Accounts Payable	CINDY K. HULL & ASSOCIATES - FORENSIC CONSULTING			690.00
	Invoice	Date	Description	Check Sort Code		Amount
	146	10/19/2023	LATENT PRINT ANALYSIS OCTOBER 2023			690.00
Check	11/09/2023	9797 Accounts Payable	TONYA CONNOLLY			912.72
	Invoice	Date	Description	Check Sort Code		Amount
	1030-110123EXP	11/01/2023	SEMA 10/30/23-11/01/23 EXPENSES			912.72
Check	11/09/2023	9798 Accounts Payable	ALAMEDA COUNTY ENVIRONMENTAL HEALTH			869.00
	Invoice	Date	Description	Check Sort Code		Amount
	IN0350544	10/17/2023	CUPA FEES - FIRE STATION #27 - 10/23			869.00
Check	11/09/2023	9799 Accounts Payable	CRIME SCENE CLEANERS INC			260.00
	Invoice	Date	Description	Check Sort Code		Amount
	88214	10/14/2023	CRIME SCENE CLEANING 10/14/23			260.00

Check	11/09/2023	9800 Accounts Payable	CSMFO		55.00
	Invoice	Date	Description	Check Sort Code	Amount
	300013001	11/02/2023	FY24 MEMBERSHIP DUES MANAGEMENT - R. GARCIA-ACOSTA		55.00
Check	11/09/2023	9801 Accounts Payable	GLORIA DEL ROSARIO		116.23
	Invoice	Date	Description	Check Sort Code	Amount
	1018-110123EXP	11/07/2023	ALCO EOC & CAPPO TRAININGS 10/18-11/01/23		116.23
Check	11/09/2023	9802 Accounts Payable	DELL MARKETING L.P.		575.88
	Invoice	Date	Description	Check Sort Code	Amount
	10702178398	10/03/2023	ADDITIONAL ADOBE LICENSES		575.88
Check	11/09/2023	9803 Accounts Payable	DELTA DENTAL OF CALIFORNIA		17,313.75
	Invoice	Date	Description	Check Sort Code	Amount
	BE005774736	10/31/2023	DELTA PPO - NOVEMBER 2023 PREMIUMS		17,313.75
Check	11/09/2023	9804 Accounts Payable	DELTA DENTAL INSURANCE COMPANY		66.02
	Invoice	Date	Description	Check Sort Code	Amount
	BE005772772	10/31/2023	DELTA CARE - NOVEMBER 2023 PREMIUMS		66.02
Check	11/09/2023	9805 Accounts Payable	ENVIRONMENTAL LOGISTICS		1,705.01
	Invoice	Date	Description	Check Sort Code	Amount
	121032	09/29/2023	HAZARDOUS WASTE REMOVAL 09/07/23		1,705.01
Check	11/09/2023	9806 Accounts Payable	EWING IRRIGATION PRODUCTS INC.		146.53
	Invoice	Date	Description	Check Sort Code	Amount
	20076283	07/17/2023	PARK SUPPLIES-IRRIGATION		146.53
Check	11/09/2023	9807 Accounts Payable	FEDEX		28.20
	Invoice	Date	Description	Check Sort Code	Amount
	7-518-57144	10/31/2023	PACKAGE DELIVERY 9/27/21		28.20
Check	11/09/2023	9808 Accounts Payable	FEHR & PEERS		11,386.08
	Invoice	Date	Description	Check Sort Code	Amount
	169092	10/16/2023	TASK ORDER #10 - ACTIVE TRANSPORTATION PLAN 08/26-09/29/23		11,386.08
Check	11/09/2023	9809 Accounts Payable	FIDELITY SECURITY LIFE INSURANCE/EYEMED		2,299.80
	Invoice	Date	Description	Check Sort Code	Amount
	166008846	10/31/2023	EYEMED - NOVEMBER 2023 PREMIUMS		2,299.80
Check	11/09/2023	9810 Accounts Payable	CITY OF FOSTER CITY		3,975.00
	Invoice	Date	Description	Check Sort Code	Amount
	15483	07/06/2023	CALOPPS ANNUAL MEMBERSHIP FEE 07/01/23-06/30/24		3,975.00
Check	11/09/2023	9811 Accounts Payable	FREMONT FORD		2,344.61
	Invoice	Date	Description	Check Sort Code	Amount
	218708	10/09/2023	FLEET PARTS-BRAKE KIT, ROTOR, PDS AND BOLT		445.15
	425162	10/12/2023	FLEET SERVICE 1701 DIAGNOSTIC		1,679.46
	425232	09/26/2023	2019 FORD INTERCEPTOR INSPECTION 09/22/23		220.00
Check	11/09/2023	9812 Accounts Payable	ROBERTO GARCIA-ACOSTA		93.83

	Invoice	Date	Description	Check Sort Code	Amount
	110123EXP	11/07/2023	CAPPO SEMINAR 11/01/23		93.83
Check	11/09/2023	9813 Accounts Payable	GHD INC.		251.25
	Invoice	Date	Description	Check Sort Code	Amount
	380-0040460	10/26/2023	ON-CALL TRAFFIC ENGINEERING SERVICES (THROUGH 10/28/23)		251.25
Check	11/09/2023	9814 Accounts Payable	ROYA GONZALEZ		1,253.79
	Invoice	Date	Description	Check Sort Code	Amount
	1024-102623EXP	11/08/2023	EXPENSE REIMBURSEMENT MMANC CONFERENCE 10/24-10/26/23		1,253.79
Check	11/09/2023	9815 Accounts Payable	GOVERNMENT TAX SEMINARS, LLC		495.00
	Invoice	Date	Description	Check Sort Code	Amount
	0023231	11/06/2023	TAX WEBINAR VIA ZOOM - 12/05-12/06/2023		495.00
Check	11/09/2023	9816 Accounts Payable	MICHELLE GRIESE		174.43
	Invoice	Date	Description	Check Sort Code	Amount
	1009-101323EXP	10/18/2023	RIMS CONFERENCE - LAKE TAHOE 10/09-10/13/23		174.43
Check	11/09/2023	9817 Accounts Payable	HDL SOFTWARE, LLC		2,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	SIN032463	10/17/2023	UUT SUPPORT & INDUSTRY MONITORING - OCT 2023		2,000.00
Check	11/09/2023	9818 Accounts Payable	HIROSHI ICHIMURA		3,836.40
	Invoice	Date	Description	Check Sort Code	Amount
	0902-102123	10/25/2023	KENDO CLASSES 9/2-10/21/23		3,836.40
Check	11/09/2023	9819 Accounts Payable	I PIZZA		1,129.00
	Invoice	Date	Description	Check Sort Code	Amount
	100723-102923	11/02/2023	PIZZA FOR BIRTHDAY PARTIES 10/07 - 10/29/23		1,129.00
Check	11/09/2023	9820 Accounts Payable	INTERNATIONAL CODE COUNCIL, INC.		101.89
	Invoice	Date	Description	Check Sort Code	Amount
	1001758733	09/22/2023	TRAINING AND EDUCATION		101.89
Check	11/09/2023	9821 Accounts Payable	JOINT VENTURE SILICON VALLEY		9,436.00
	Invoice	Date	Description	Check Sort Code	Amount
	1131EDANEWARK	10/16/2023	JVSV FY 23-24 SVEDA DUES & ULI ASSOC. MEMBERSHIP		2,800.00
	1153COSNEWARK	10/16/2023	JVSV FY 23-24 CO-STAR REAL ESTATE SERVICE		6,636.00
Check	11/09/2023	9822 Accounts Payable	L.N. CURTIS & SONS		331.80
	Invoice	Date	Description	Check Sort Code	Amount
	INV757306	10/20/2023	RECRUITMENT UNIFORM - MEDINA		331.80
Check	11/09/2023	9823 Accounts Payable	GOVERNMENT TECHNOLOGY GROUP, LLC		22,499.00
	Invoice	Date	Description	Check Sort Code	Amount
	153	10/01/2023	BROADBAND MASTER PLAN/SMART CITY PAYMENT #5		22,499.00
Check	11/09/2023	9824 Accounts Payable	LOOMIS		353.96
	Invoice	Date	Description	Check Sort Code	Amount
	13360377	10/31/2023	ARMORED CAR SERVICE - 10/23		353.96

Check	11/09/2023	9825 Accounts Payable	MARK GOTHARD		250.00
	Invoice	Date	Description	Check Sort Code	Amount
	92123092123	10/05/2023	SENIOR CHAIR FITNESS 9/21/23		250.00
Check	11/09/2023	9826 Accounts Payable	MEYERS NAVE		2,944.20
	Invoice	Date	Description	Check Sort Code	Amount
	208412	08/18/2023	LEGAL SERVICES - CENTRAL AVENUE OVERPASS 07/23		887.80
	210509	10/20/2023	LEGAL SERVICES - CENTRAL AVENUE OVERPASS 09/23		130.80
	209762	09/21/2023	LEGAL SERVICES - CENTRAL AVENUE OVERPASS 08/23		98.10
	209747	09/21/2023	LEGAL SVCS - TIMBER STREET PROJECT - SVCS THRU 8/31/23		1,287.50
	210497	10/20/2023	LEGAL SVCS - TIMBER STREET PROJECT - SVCS THRU 9/30/23		540.00
Check	11/09/2023	9827 Accounts Payable	KIDZ LOVE SOCCER		7,747.20
	Invoice	Date	Description	Check Sort Code	Amount
	0804-091023	09/13/2023	KIDZ LOVE SOCCER CLASSES 8/4-09/10/23		7,747.20
Check	11/09/2023	9828 Accounts Payable	OSBORNE LUMBER COMPANY, INC.		55.79
	Invoice	Date	Description	Check Sort Code	Amount
	584819	10/19/2023	LUMBER FOR SILLIMAN		55.79
Check	11/09/2023	9829 Accounts Payable	PACIFIC GAS & ELECTRIC		34,295.84
	Invoice	Date	Description	Check Sort Code	Amount
	7786-102023	10/20/2023	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 09/15-10/16/23		31,229.52
	7460-101623	10/16/2023	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 08/25-09/25/23		3,066.32
Check	11/09/2023	9830 Accounts Payable	RYAN PEREZ		286.64
	Invoice	Date	Description	Check Sort Code	Amount
	110523EXP	11/02/2023	BOOT REIMBURSEMENT 11/05/23		286.64
Check	11/09/2023	9831 Accounts Payable	PERFORMANCE PEST MANAGEMENT		3,893.00
	Invoice	Date	Description	Check Sort Code	Amount
	71068	10/17/2023	PEST SERVICES - PD #104419 10/17/23		181.00
	71069	10/17/2023	PEST SERVICES - LIBRARY #116524 10/17/23		175.00
	71030	10/17/2023	PEST SERVICES - CITY HALL #102699 10/17/23		267.00
	70921	10/17/2023	PEST SERVICES - SILLIMAN #102710 10/17/23		1,020.00
	70794	10/17/2023	PEST SERVICES - SERVICE CENTER #102702 10/17/23		185.00
	70929	10/17/2023	PEST SERVICES - VIOLA BLYTHE #102704 10/17/23		260.00
	71067	10/17/2023	PEST SERVICES - CITY HALL #102699 10/17/23		175.00
	70919	10/03/2023	PEST SERVICES - FIRE STATION #3 102701 10/3/23		240.00
	70920	10/03/2023	PEST SERVICES - FIRE STATION #1 102707 10/3/23		275.00
	70957	10/03/2023	PEST SERVICES - COMMUNITY CENTER #102700 10/3/23		95.00
	70402	09/19/2023	PEST SERVICES - SILLIMAN #102710 9/19/23		1,020.00
Check	11/09/2023	9832 Accounts Payable	RUGGERI-JENSEN-AZAR		6,692.50
	Invoice	Date	Description	Check Sort Code	Amount
	91212	09/14/2023	ON-CALL CIVIL ENGINEERING DEVELOPMENT PLAN REVIEW SERVICES 08/23		6,163.50
	91440	10/17/2023	ON-CALL CIVIL ENGINEERING DEVELOPMENT PLAN REVIEW SERVICES 09/23		529.00
Check	11/09/2023	9833 Accounts Payable	SFPUC		3,885.81
	Invoice	Date	Description	Check Sort Code	Amount

	62188	10/25/2023	SFPUC RENT WATER AC#3642 10/25/23			970.17
	62222	10/25/2023	SFPUC RENT WATER AC#2866 10/25/23			2,915.64
Check	11/09/2023	9834 Accounts Payable	DOMESTIC TRUCK DRIVING SCHOOL			3,000.00
	Invoice	Date	Description		Check Sort Code	Amount
	418	09/25/2023	CLASS A DRIVING SCHOOL-LUIS BAILON			3,000.00
Check	11/09/2023	9835 Accounts Payable	SMITH & SONS ELECTRIC, INC.			2,369.00
	Invoice	Date	Description		Check Sort Code	Amount
	23033	05/17/2023	LAKESHORE PARK LIGHTS			2,369.00
Check	11/09/2023	9836 Accounts Payable	CENTERVILLE LOCKSMITH			10.80
	Invoice	Date	Description		Check Sort Code	Amount
	335635	10/23/2023	KEYS FOR DOG PARK			10.80
Check	11/09/2023	9837 Accounts Payable	STANDARD INSURANCE COMPANY			1,543.20
	Invoice	Date	Description		Check Sort Code	Amount
	NOVEMBER 2023	10/31/2023	STANDARD - NOVEMBER 2023 PREMIUMS			1,543.20
Check	11/09/2023	9838 Accounts Payable	STAPLES			508.65
	Invoice	Date	Description		Check Sort Code	Amount
	8071973184	10/15/2023	OFFICE SUPPLIES 9/26-10/11/23			508.65
Check	11/09/2023	9839 Accounts Payable	SURF TO SNOW ENVIRONMENTAL RESOURCE			9,365.00
	Invoice	Date	Description		Check Sort Code	Amount
	12919	06/30/2023	MUNICIPAL STORMWATER INSPECTION SERVICES (06/01-06/30/23)			8,885.00
	13131	10/30/2023	MUNICIPAL STORMWATER INSPECTION SERVICES (09/01-09/30/23)			480.00
Check	11/09/2023	9840 Accounts Payable	MARY TEIXEIRA			149.99
	Invoice	Date	Description		Check Sort Code	Amount
	102623EXP	10/30/2023	EXPENSE REIMBURSEMENT - DISASTER COUNCIL MTG DINNER 10/26/23			149.99
Check	11/09/2023	9841 Accounts Payable	TMT ENTERPRISES INC			3,474.78
	Invoice	Date	Description		Check Sort Code	Amount
	17925	10/16/2023	MCGREGOR COMPOST			3,474.78
Check	11/09/2023	9842 Accounts Payable	JENNIFER TRAN			157.33
	Invoice	Date	Description		Check Sort Code	Amount
	1002-102623EXP	10/31/2023	MILEAGE REIMBURSEMENT 10/02/23-10/26/23			157.33
Check	11/09/2023	9843 Accounts Payable	TYLER TECHNOLOGIES, INC.			1,094.00
	Invoice	Date	Description		Check Sort Code	Amount
	025-442070	10/11/2023	PROJECT MANAGEMENT FEE FY24			1,094.00
Check	11/09/2023	9844 Accounts Payable	BSN SPORTS LLC			717.66
	Invoice	Date	Description		Check Sort Code	Amount
	923346420	10/16/2023	SUPPLIES FOR PICKLEBALL			717.66
Check	11/09/2023	9845 Accounts Payable	VERIZON WIRELESS			12,256.48
	Invoice	Date	Description		Check Sort Code	Amount
	9947135872	10/18/2023	WIRELESS SERVICE - 09/19-10/18/23			12,256.48

Check	11/09/2023	9846	Accounts Payable	CHRISTOPHER VUONG		1,404.78
	Invoice		Date	Description	Check Sort Code	Amount
	0911-091323EXP		09/20/2023	PC832 SACRAMENTO 09/11-09/13/23		1,404.78
Check	11/09/2023	9847	Accounts Payable	WEST COAST ARBORISTS INC		7,769.05
	Invoice		Date	Description	Check Sort Code	Amount
	206592		10/15/2023	STREET TREE MAINTENANCE 10/1/23-10/15/23		7,769.05
Check	11/09/2023	9848	Accounts Payable	STANTEC CONSULTING SERVICES INC (ACH)		5,265.24
	Invoice		Date	Description	Check Sort Code	Amount
	2144274		10/16/2023	EIR CONSULTING FOR MOWRY VILLAGE PRJCT - PER. ENDING 9/22/23		5,265.24

AP ZBA ACCOUNTS PAYABLE Totals: Transactions: 69 $260,034.74

Checks: 69 $260,034.74

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 11/16/2023

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	11/16/2023	9849 Accounts Payable	4LEAF INC		4,400.00
	Invoice	Date	Description	Check Sort Code	Amount
	J3962Y-REV	11/06/2023	TEMP PROFESSIONAL PLANN SVCS - 9/5/23 - 9/14/23		4,400.00
Check	11/16/2023	9850 Accounts Payable	AIR EXCHANGE INC		1,289.02
	Invoice	Date	Description	Check Sort Code	Amount
	91610192	07/31/2023	FIRE STATION 27 AIR HANDLER SERVICE 7/31/23		165.00
	91610388	08/24/2023	FIRE STATION 29 AIR HANDLER SERVICE 8/24/23		1,124.02
Check	11/16/2023	9851 Accounts Payable	ALLIED AUTO STORES INC		158.51
	Invoice	Date	Description	Check Sort Code	Amount
	OCT ' 23	10/31/2023	ALLIED-FLEET SUPPLIES 10/03/23		158.51
Check	11/16/2023	9852 Accounts Payable	ALPINE AWARDS INC		74.24
	Invoice	Date	Description	Check Sort Code	Amount
	6104974	10/23/2023	NAME TAGS FOR SENIOR ADVISORY COMMITTEE		74.24
Check	11/16/2023	9853 Accounts Payable	AMERICAN FLOOR SANDING		4,861.86
	Invoice	Date	Description	Check Sort Code	Amount
	751	08/10/2023	SILLIMAN REMOVAL OF TAPE AND SMOOTH GYM FLOOR 08/10/23		4,861.86
Check	11/16/2023	9854 Accounts Payable	STALKER RADAR		3,892.42
	Invoice	Date	Description	Check Sort Code	Amount
	426281	09/22/2023	STALKER DSR-2X RADAR		3,892.42
Check	11/16/2023	9855 Accounts Payable	MATTHEW AVILA		245.00
	Invoice	Date	Description	Check Sort Code	Amount
	082923EXP	11/07/2023	EXPENSE REIMBURSEMENT 08/29/23		15.00
	110323EXP	11/08/2023	EXPENSE REIMBURSEMENT 11/03/23		230.00
Check	11/16/2023	9856 Accounts Payable	BAILEY FENCE COMPANY INC		1,291.00
	Invoice	Date	Description	Check Sort Code	Amount
	85296	06/15/2023	COMMUNITY PARK FENCE REPAIR 6/15/23		1,291.00
Check	11/16/2023	9857 Accounts Payable	JEREMY BECK		1,324.39
	Invoice	Date	Description	Check Sort Code	Amount
	1009-101323EXP	10/17/2023	RIMS CONFERENCE - LAKE TAHOE 10/09-10/13/23		1,324.39
Check	11/16/2023	9858 Accounts Payable	BOUND TREE MEDICAL, LLC		1,246.04

	Invoice	Date	Description	Check Sort Code	Amount
	85130633	10/23/2023	GLOVES - MED,LARGE & XL		1,246.04
Check	11/16/2023	9859 Accounts Payable	C/S ERECTORS INC		1,784.00
	Invoice	Date	Description	Check Sort Code	Amount
	230712-01	07/12/2023	DOOR SWEEPS 7/12/23		1,784.00
Check	11/16/2023	9860 Accounts Payable	CAL-WEST LIGHTING & SIGNAL MAINTENANCE		8,775.60
	Invoice	Date	Description	Check Sort Code	Amount
	230921	09/30/2023	FY23-24 STREET LIGHT MAINTENANCE 09/23		2,879.42
	230922	09/30/2023	FY23-24 STREET LIGHT MAINTENANCE 09/23		5,896.18
Check	11/16/2023	9861 Accounts Payable	CALIFORNIA DIESEL & POWER		2,115.74
	Invoice	Date	Description	Check Sort Code	Amount
	01-77804	08/18/2023	GENERATOR SERVICE 08/01/23		2,115.74
Check	11/16/2023	9862 Accounts Payable	BEACON VETERINARY SPECIALISTS		980.00
	Invoice	Date	Description	Check Sort Code	Amount
	145612	09/25/2023	VET SVCS 09/23/23		200.00
	145238	09/13/2023	VET SVCS 09/13/23		150.00
	145236	09/13/2023	VET SVCS 09/12/23		180.00
	145116	09/10/2023	VET SVCS 09/08/23		150.00
	145019	09/07/2023	VET SVCS 09/06/23		150.00
	146101	10/08/2023	VET SVCS 09/03/23		150.00
Check	11/16/2023	9863 Accounts Payable	CITY OF FREMONT		87,458.00
	Invoice	Date	Description	Check Sort Code	Amount
	330307	09/22/2023	ALAMEDA COUNTY CLEAN WATER PROGRAM CONTRIBUTION FY23/24		87,458.00
Check	11/16/2023	9864 Accounts Payable	CITY OF UNION CITY		15,555.98
	Invoice	Date	Description	Check Sort Code	Amount
	2024-0131	09/01/2023	50% OF EMERGENCY SERVICES COORDINATOR SALARY SEPTEMBER 2023		7,777.99
	2024-0132	10/01/2023	50% OF EMERGENCY SERVICES COORDINATOR SALARY OCTOBER 2023		7,777.99
Check	11/16/2023	9865 Accounts Payable	CUSTOM AWARDS, INC.		8,327.75
	Invoice	Date	Description	Check Sort Code	Amount
	3117	11/06/2023	AWARDEES CUSTOM PLAQUES		8,327.75
Check	11/16/2023	9866 Accounts Payable	DAILY JOURNAL CORPORATION		525.00
	Invoice	Date	Description	Check Sort Code	Amount
	B3752957	11/09/2023	PC - BY RIGHT HOUSING PH NOTICE 10/31/23		525.00
Check	11/16/2023	9867 Accounts Payable	DPREP INC.		249.00
	Invoice	Date	Description	Check Sort Code	Amount
	0318-031924-MW	11/02/2023	CRISIS NEGOTIATIONS TEAM LEADERSHIP-MATTHEW W		249.00
Check	11/16/2023	9868 Accounts Payable	EMPLOYMENT DEVELOPMENT DEPT		1,936.00
	Invoice	Date	Description	Check Sort Code	Amount
	L0762418768	10/30/2023	UNEMPLOYMENT INSURANCE 07/01/23-09/30/23		1,936.00
Check	11/16/2023	9869 Accounts Payable	EPLUS TECHNOLOGY, INC.		4,332.00

	Invoice	Date	Description	Check Sort Code	Amount
	V2760383	09/28/2023	RUBRIK UPGRADE		4,332.00
Check	11/16/2023	9870 Accounts Payable	ETC INSTITUTE		11,550.00
	Invoice	Date	Description	Check Sort Code	Amount
	31360	07/21/2023	COMMUNITY SURVEY 2023 DEVELOP SAMPLING PLAN 07/23		3,300.00
	31431	08/04/2023	COMMUNITY SURVEY 2023 INITIATE SURVEY ADMINISTRATION 08/23		4,950.00
	31450	08/25/2023	COMMUNITY SURVEY 2023 SURVEY ADMINISTRATION 08/23		3,300.00
Check	11/16/2023	9871 Accounts Payable	EWING IRRIGATION PRODUCTS INC.		1,672.28
	Invoice	Date	Description	Check Sort Code	Amount
	20885831	10/23/2023	PARK SUPPLIES-IRRIGATION TEFLON, STAKING FLAGS AND SPEARS		458.06
	20888879	10/23/2023	PARK SUPPLIES-IRRIGATION COUPLING AND BUSHING		31.83
	20695479	09/28/2023	PARK SUPPLIES-IRRIGATION		1,182.39
Check	11/16/2023	9872 Accounts Payable	MATTHEW FARRELL		217.50
	Invoice	Date	Description	Check Sort Code	Amount
	1007-101123EXP	10/11/2023	EXPENSE REIMBURSEMENT 10/07-10/11/23		217.50
Check	11/16/2023	9873 Accounts Payable	FEDEX		17.80
	Invoice	Date	Description	Check Sort Code	Amount
	8-298-90376	10/27/2023	PACKAGE DELIVERY 10/19/23		17.80
Check	11/16/2023	9874 Accounts Payable	FEHR & PEERS		13,385.78
	Invoice	Date	Description	Check Sort Code	Amount
	169716	11/08/2023	TASK ORDER #9 - TRUCK REROUTING STUDY 09/30-10/27/23		8,466.51
	169695	11/08/2023	TASK ORDER #10 - ACTIVE TRANSPORTATION PLAN 09/30-10/27/23		3,782.64
	169091	10/16/2023	TASK ORDER #9 - TRUCK REROUTING STUDY 08/26-09/29/23		1,136.63
Check	11/16/2023	9875 Accounts Payable	FRANK BONETTI PLUMBING INC		9,792.37
	Invoice	Date	Description	Check Sort Code	Amount
	46927	08/28/2023	BACKFLOW TESTING 6/16/23		198.00
	47124	09/13/2023	COMMUNITY SEWER LINE BACKUP 6/19/23		2,257.50
	46812	08/10/2023	FS FIRE RISER LEAK 6/20/23		2,081.87
	47080	09/11/2023	COMMUNITY MAIN LINE CLOG 7/24/23		425.00
	47381	10/12/2023	LAKESHORE BATHROOM DRAIN BACK UP 8/16-8/22/23		3,150.00
	47220	09/25/2023	ASH FLOOR DRAIN BACK UP 9/8/23		1,680.00
Check	11/16/2023	9876 Accounts Payable	FREMONT ALARM		2,580.00
	Invoice	Date	Description	Check Sort Code	Amount
	62-509	07/10/2023	CITYWIDE FIRE ALARM MONITORING 7/1/23-12/31/23		2,580.00
Check	11/16/2023	9877 Accounts Payable	FREMONT FORD		1,462.28
	Invoice	Date	Description	Check Sort Code	Amount
	425806	10/18/2023	VEH DIAGNOSTIC #1706 10/18/23		1,462.28
Check	11/16/2023	9878 Accounts Payable	FRONTIER BUILDING PRODUCTS PACIFIC, INC		404.00
	Invoice	Date	Description	Check Sort Code	Amount
	8-21-901823	08/21/2023	FIRE STATION 27 PNEUMATIC HOSE SPLITTING 8/21/23		404.00
Check	11/16/2023	9879 Accounts Payable	GHD INC.		10,453.67

Invoice	Date	Description	Check Sort Code	Amount
380-0040814	10/31/2023	TASK ORDER NO. 4 - NEWARK QUIET ZONES (THROUGH 10/28/23)		9,021.87
380-0040849	10/31/2023	TASK ORDER NO. 5 - MOWRY AVE AT CHERRY STREET (THROUGH 10/28/23)		1,431.80

Check 11/16/2023 9880 Accounts Payable GIGANTIC IDEA STUDIO, INC. 2,098.25

Invoice	Date	Description	Check Sort Code	Amount
INV-4088	08/24/2023	RECYCLING & WASTE REDUCTION OUTREACH - 07/23		2,098.25

Check 11/16/2023 9881 Accounts Payable HDL COREN & CONE 4,081.25

Invoice	Date	Description	Check Sort Code	Amount
SIN032921	10/26/2023	PROPERTY TAX CONSULTING - OCT - DEC 2023		4,081.25

Check 11/16/2023 9882 Accounts Payable HILLYARD 2,844.95

Invoice	Date	Description	Check Sort Code	Amount
605285469	10/24/2023	SILLIMAN TOWELS AND LINERS		2,844.95

Check 11/16/2023 9883 Accounts Payable JOCELYN E. ROLAND 1,425.00

Invoice	Date	Description	Check Sort Code	Amount
21421	03/31/2023	PRE-EMPLOYMENT PSYCHOLOGICAL SCREENING -03/21/23		475.00
21739	06/20/2023	PRE-EMPLOYMENT PSYCHOLOGICAL SCREENING -06/13/23		475.00
21871	07/31/2023	PRE-EMPLOYMENT PSYCHOLOGICAL SCREENING -07/26/23		475.00

Check 11/16/2023 9884 Accounts Payable KELLCO SERVICES INC 1,050.00

Invoice	Date	Description	Check Sort Code	Amount
2308-040831	08/31/2023	CHERRY FIRE MOLD SURVEY 8/22/23		1,050.00

Check 11/16/2023 9885 Accounts Payable NAPA AUTO PARTS 2,179.26

Invoice	Date	Description	Check Sort Code	Amount
OCT ' 23	10/31/2023	NAPA-FLEET SUPPLIES OCTOBER 2023		2,179.26

Check 11/16/2023 9886 Accounts Payable L.N. CURTIS & SONS 670.03

Invoice	Date	Description	Check Sort Code	Amount
INV758689	10/25/2023	ACADEMY GEAR		456.20
INV757632	10/23/2023	NEWARK PD RECRUIT UNIFORMS		213.83

Check 11/16/2023 9887 Accounts Payable LYNN PEAVEY COMPANY 109.88

Invoice	Date	Description	Check Sort Code	Amount
405048	10/27/2023	EVIDENCE SUPPLIES		109.88

Check 11/16/2023 9888 Accounts Payable LYNX TECHNOLOGIES INC 3,750.00

Invoice	Date	Description	Check Sort Code	Amount
9961	08/05/2023	GIS PROFESSIONAL SERVICES JUL 2023		2,700.00
9982	09/03/2023	GIS PROFESSIONAL SERVICES AUG 2023		1,050.00

Check 11/16/2023 9889 Accounts Payable MEYERS NAVE 1,313.00

Invoice	Date	Description	Check Sort Code	Amount
209748	09/21/2023	LEGAL SVCS - FMC WILLOW - SVCS THRU 8/31/23		656.50
208399	08/18/2023	LEGAL SVCS - FMC WILLOW - SVCS THRU 7/31/23		656.50

Check 11/16/2023 9890 Accounts Payable MIKE YORKS INVESTIGATIONS 1,650.00

Invoice	Date	Description	Check Sort Code	Amount

	2023-57	10/11/2023	BACKGROUND INVESTIGATIONS 10/11-11/12/23			1,200.00
	2023-53	10/11/2023	BACKGROUND INVESTIGATIONS 09/14-10/11/23			450.00
Check	11/16/2023	9891 Accounts Payable	KSB SKATEBOARD CO			3,921.60
	Invoice	Date	Description	Check Sort Code		Amount
	0710-072823	10/26/2023	KSB SKATEBOARD LESSONS SESSION DATES 07/10-07/28/23			3,129.60
	1009-103023	10/30/2023	KSB SKATEBOARD LESSONS SESSION DATES 10/09-10/30/23			309.00
	0911-100223	10/26/2023	KSB SKATEBOARD LESSONS SESSION DATES 09/11-10/02/23			483.00
Check	11/16/2023	9892 Accounts Payable	MOUNTAIN CASCADE, INC.			4,069.36
	Invoice	Date	Description	Check Sort Code		Amount
	C68011	11/07/2023	PROJECT 1358 RETENTION PAYMENT 09/13-11/05/23			4,069.36
Check	11/16/2023	9893 Accounts Payable	NAVIA BENEFIT SOLUTIONS CLIENT PAY			107.80
	Invoice	Date	Description	Check Sort Code		Amount
	10786880	10/30/2023	FY 23/24 COBRA ADMINISTRATION FEES - 10/01/23 TO 10/31/23			107.80
Check	11/16/2023	9894 Accounts Payable	OSBORNE LUMBER COMPANY, INC.			503.41
	Invoice	Date	Description	Check Sort Code		Amount
	585279	10/26/2023	LUMBER FOR SAND PIT			503.41
Check	11/16/2023	9895 Accounts Payable	OTIS ELEVATOR COMPANY			1,050.00
	Invoice	Date	Description	Check Sort Code		Amount
	SK17216001	08/04/2023	CITY HALL ELEVATOR SERVICE 8/1/23			1,050.00
Check	11/16/2023	9896 Accounts Payable	PACIFIC GAS & ELECTRIC			437.74
	Invoice	Date	Description	Check Sort Code		Amount
	2305-110123	11/01/2023	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 09/26-10/25/23			128.73
	9045-110223	11/02/2023	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 09/26-10/25/23			221.75
	0552-110223	11/02/2023	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 09/27-10/26/23			87.26
Check	11/16/2023	9897 Accounts Payable	PAKPOUR CONSULTING GROUP, INC.			27,923.44
	Invoice	Date	Description	Check Sort Code		Amount
	4286	11/02/2023	PRJ MANAGEMENT SVCS - CENTRAL AVE OVERPASS PRJ 10/01-10/31/23			27,923.44
Check	11/16/2023	9898 Accounts Payable	MORGAN PEDERSEN			199.09
	Invoice	Date	Description	Check Sort Code		Amount
	10192023EXP	11/06/2023	FOOD ITEMS-HOW TO START A BUSINESS MEETING			68.27
	11022023EXP	11/08/2023	FOOD & SUPPLIES-BUSINESS ACTION PLAN MEETING			130.82
Check	11/16/2023	9899 Accounts Payable	PETERSON POWER SYSTEM INC			1,906.64
	Invoice	Date	Description	Check Sort Code		Amount
	SW240192391	09/30/2023	GENERATOR SERVICE 9/30/23			1,906.64
Check	11/16/2023	9900 Accounts Payable	R3 CONSULTING, INC			10,000.00
	Invoice	Date	Description	Check Sort Code		Amount
	122895	09/11/2023	WASTE MGMT COST RECOVERY ANALYSIS CONSULTING SVS 09/23			10,000.00
Check	11/16/2023	9901 Accounts Payable	ROADRUNNER GLASS DOOR, INC			411.52
	Invoice	Date	Description	Check Sort Code		Amount
	12270	09/13/2023	COMMUNITY CENTER GLASS INSTALL 9/13/23			411.52
Check	11/16/2023	9902 Accounts Payable	ROADSAFE TRAFFIC SYSTEMS, INC.			1,815.55

	Invoice	Date	Description	Check Sort Code	Amount
	184807	09/18/2023	STREET SAFETY SUPPLIES		1,815.55
Check	11/16/2023	9903 Accounts Payable	WILLE ELECTRIC SUPPLY CO., INC		508.34
	Invoice	Date	Description	Check Sort Code	Amount
	S2160997.001	10/26/2023	SILLIMAN LIGHTBULBS		508.34
Check	11/16/2023	9904 Accounts Payable	JAMES SCANLIN		20.00
	Invoice	Date	Description	Check Sort Code	Amount
	101123EXP	10/11/2023	EXPENSE REIMBURSEMENT 10/11/23		20.00
Check	11/16/2023	9905 Accounts Payable	SCHINDLER ELEVATOR CORPORATION		4,505.62
	Invoice	Date	Description	Check Sort Code	Amount
	8106369899	10/01/2023	FIRE STATION #1 QUARTERLY BILLING 10/01/23-12/31/23		2,252.81
	8106293746	07/01/2023	FIRE STATION #1 QUARTERLY BILLING 07/01/23-09/30/23		2,252.81
Check	11/16/2023	9906 Accounts Payable	SUN RIDGE SYSTEMS INC		70,641.00
	Invoice	Date	Description	Check Sort Code	Amount
	7756	08/03/2023	CAD MAINTENANCE AGREEMENT 08/29/23 - 08/28/24		70,641.00
Check	11/16/2023	9907 Accounts Payable	JESSENNIA TAIMANI		99.62
	Invoice	Date	Description	Check Sort Code	Amount
	102523EXP	11/13/2023	REIMBURSEMENT FOR SOFTBALL FIELD PAINT		99.62
Check	11/16/2023	9908 Accounts Payable	ALEX TAT		147.99
	Invoice	Date	Description	Check Sort Code	Amount
	0827-083023EXP	11/09/2023	EXPENSE REIMBURSEMENT 08/27-08/30/23		147.99
Check	11/16/2023	9909 Accounts Payable	TEMPERATURE TECHNOLOGY INC.		5,118.29
	Invoice	Date	Description	Check Sort Code	Amount
	I2653	08/15/2023	CITY HALL HVAC SERVICE 8/15/23		4,093.40
	I2672	08/28/2023	FIRE STATION 27 HVAC SERVICE 8/22/23		1,024.89
Check	11/16/2023	9910 Accounts Payable	TRUE NORTH COMPLIANCE SERVICES, INC.		14,272.50
	Invoice	Date	Description	Check Sort Code	Amount
	23-10-02-032	11/01/2023	BI FIELD INSPECTION AND RELATED PROFESSIONAL SERVICES 10/23		14,272.50
Check	11/16/2023	9911 Accounts Payable	ULINE		3,623.14
	Invoice	Date	Description	Check Sort Code	Amount
	170023167	10/23/2023	NEW TABLES AND CHAIRS FOR FACILITY RENTALS		2,507.62
	170126494	10/25/2023	ITEMS FOR FACILITY UPGRADES		1,115.52
Check	11/16/2023	9912 Accounts Payable	UNIVERSAL BUILDING SERVICES & SUPPLY		36,227.00
	Invoice	Date	Description	Check Sort Code	Amount
	2023-1001	10/31/2023	JANITORIAL SERVICES - CITYWIDE OCTOBER 2023		36,227.00
Check	11/16/2023	9913 Accounts Payable	VISTA UNIVERSAL INC		6,121.92
	Invoice	Date	Description	Check Sort Code	Amount
	T515395	08/03/2023	BIRCH GROVE PARK LIGHT REPLACEMENT 7/28/23		3,654.75
	T515866	08/03/2023	SILLIMAN LIGHT REPLACEMENT 7/28/23		2,467.17

Check	11/16/2023	9914	Accounts Payable	WSP USA ENVIRONMENT & INFRASTRUCTURE INC.		1,439.00

Invoice	Date	Description	Check Sort Code	Amount
S64114020	10/06/2023	MUNICIPAL STORMWATER INSPECTION SERVICES THROUGH 06/30/23		1,439.00

Check	11/16/2023	9915	Accounts Payable	DELUCCHI , CARLA M		300.00

Invoice	Date	Description	Check Sort Code	Amount
697255	11/08/2023	RENTAL DEPOSIT REFUND		300.00

Check	11/16/2023	9916	Accounts Payable	TRI-CITY ROOFING		193.60

Invoice	Date	Description	Check Sort Code	Amount
ROOF22-0149RFND	10/08/2023	PROJECT CANCELLED - REFUND 80% OF PERMIT FEE		193.60

EFT	11/16/2023	776	Accounts Payable	SPECTRUM SMALL BUSINESS SERVICES, LLC	325084426 / 5348560846	5,043.86

Invoice	Date	Description	Check Sort Code	Amount
11062023-ARPA	11/06/2023	SMALL BUSINESS SUPP - OLD TOWN - ARPA - 10/23		2,873.75
11062023-GENERAL	11/06/2023	SMALL BUSINESS SUPPORT - MIKE BULL'S MEETINGS - 11/23		1,267.50
11012023-GENERAL	11/01/2023	SM BUS SUPPORT - TRAVEL (MIKE B) 10/18/23-10/21/23		902.61

EFT	11/16/2023	777	Accounts Payable	COTTON, SHIRES AND ASSOCIATES, INC. (ACH)	121122676 / 157535269292	2,015.00

Invoice	Date	Description	Check Sort Code	Amount
923008	09/04/2023	PEER REVIEW - ESUB2023-0001 TRACT 8583 CEDAR BLVD 07/10-08/08/23		2,015.00

EFT	11/16/2023	778	Accounts Payable	GHA TECHNOLOGIES INC (ACH)	122100024 / 836623900	4,628.91

Invoice	Date	Description	Check Sort Code	Amount
11338168-DM	10/23/2023	APC BACKUP BATTERY FOR REMOTE LOCATIONS		4,628.91

AP ZBA ACCOUNTS PAYABLE Totals:		Transactions: 71	$430,780.79

Checks:	68	$419,093.02
EFTs:	3	$11,687.77

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 11/22/2023

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	11/22/2023	9917 Accounts Payable	ACCESS		100.00
	Invoice	Date	Description	Check Sort Code	Amount
	10570964	10/31/2023	SHREDDING SVCS OCTOBER 2023		100.00
Check	11/22/2023	9918 Accounts Payable	AIRGAS USA, LLC		98.69
	Invoice	Date	Description	Check Sort Code	Amount
	5503518761	10/31/2023	CYL ACETYLENE RENTAL 11/30/23		98.69
Check	11/22/2023	9919 Accounts Payable	ALAMEDA COUNTY FIRE DEPARTMENT		1,093,290.00
	Invoice	Date	Description	Check Sort Code	Amount
	2023-24-112	10/31/2023	CONTRACT FIRE SERVICES - 10/23		1,093,290.00
Check	11/22/2023	9920 Accounts Payable	ACCOPSA		1,095.00
	Invoice	Date	Description	Check Sort Code	Amount
	2023-39	11/01/2023	POST EXECUTIVE SEMINAR 2024 - ANDERSON		1,095.00
Check	11/22/2023	9921 Accounts Payable	ALAMEDA COUNTY WATER DISTRICT		110,049.55
	Invoice	Date	Description	Check Sort Code	Amount
	0823-110223	10/25/2023	ACWD CITYWIDE WATER 08/23-11/02/23		110,049.55
Check	11/22/2023	9922 Accounts Payable	ALPHABOTS4ALL		4,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	CNPG111523-13	11/15/2023	NEWARK COMMUNITY NON-PROFIT GRANT AWARD FY24		4,000.00
Check	11/22/2023	9923 Accounts Payable	ALPINE AWARDS INC		1,068.84
	Invoice	Date	Description	Check Sort Code	Amount
	6105032	10/26/2023	SPORT AWARDS FOR SPECIAL EVENTS		1,068.84
Check	11/22/2023	9924 Accounts Payable	AMERICAN LANGUAGE SERVICES		1,979.58
	Invoice	Date	Description	Check Sort Code	Amount
	77302	10/20/2023	TRNSL & INTERP SVCS - CITYWIDE - 10/18/23 MEETING		247.50
	77293	10/20/2023	TRNSL & INTERP SVCS - OLD TOWN - JOB# 101623-01-NK		225.40
	77308	10/20/2023	TRNSL & INTERP SVCS - OLD TOWN - 10/19/23 BUSINESS MEETING		105.00
	77436	10/20/2023	TRNSL & INTERP SVCS - OLD TOWN - 10/20/23 WORKSHOPS		1,026.68
	77626	11/01/2023	TRNSL & INTERP SVCS - OLD TOWN - 11/1/23 - 1:1 BUSINESS ADVISING		225.00
	77627	11/03/2023	TRNSL & INTERP SVCS - OLD TOWN - 11/3/23 - 1:1 BUSINESS ADVISING		150.00
Check	11/22/2023	9925 Accounts Payable	AMS.NET		1,776.00

	Invoice	Date	Description	Check Sort Code	Amount
	0071195	10/20/2023	POLICE DEPARTMENT WAP		296.00
	0071196	10/20/2023	NEW CONDUIT RUN PD		1,480.00
Check	11/22/2023	9926 Accounts Payable	JASON AVERY		347.19
	Invoice	Date	Description	Check Sort Code	Amount
	111323EXP	11/13/2023	BOOT REIMBURSEMENT 11/13/23		347.19
Check	11/22/2023	9927 Accounts Payable	LUIS BAILON		88.19
	Invoice	Date	Description	Check Sort Code	Amount
	110923EXP	11/09/2023	BOOT/JACKET REIMBURSEMENT 11/09/23		88.19
Check	11/22/2023	9928 Accounts Payable	BAKER TILLY US, LLP		4,770.00
	Invoice	Date	Description	Check Sort Code	Amount
	BT2603222	11/15/2023	RECLASSIFICATION STUDY-START PROJECT, GATHER INFO., PDQ		4,770.00
Check	11/22/2023	9929 Accounts Payable	BATTERY SYSTEMS INC		145.01
	Invoice	Date	Description	Check Sort Code	Amount
	28691102231129	11/02/2023	BATTERIES		145.01
Check	11/22/2023	9930 Accounts Payable	BAY CENTRAL PRINTING		64.27
	Invoice	Date	Description	Check Sort Code	Amount
	197159	11/01/2023	BUSINESS CARD IMPRINTING - CARLOS TORRES		64.27
Check	11/22/2023	9931 Accounts Payable	BLAISDELL'S BUSINESS PRODUCTS		1,514.05
	Invoice	Date	Description	Check Sort Code	Amount
	OCT'23	11/01/2023	OFFICE SUPPLIES 10/03-10/31/23		1,514.05
Check	11/22/2023	9932 Accounts Payable	CAL SAFETY INC		30,170.00
	Invoice	Date	Description	Check Sort Code	Amount
	30147	10/06/2023	TRAFFIC CONTROL - NEWARK DAYS 09/16/23		30,170.00
Check	11/22/2023	9933 Accounts Payable	CALICO CENTER		12,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	CNPG111523-2	11/15/2023	NEWARK COMMUNITY NON-PROFIT GRANT AWARD FY24		12,000.00
Check	11/22/2023	9934 Accounts Payable	CENTRAL VALLEY TOXICOLOGY, INC.		246.00
	Invoice	Date	Description	Check Sort Code	Amount
	330729	10/02/2023	LAB TESTS 10/02/2023		42.00
	330777	10/04/2023	LAB TESTS 10/04/2023		162.00
	331125	10/20/2023	LAB TESTS 10/20/2023		42.00
Check	11/22/2023	9935 Accounts Payable	CITY OF FREMONT		13,238.00
	Invoice	Date	Description	Check Sort Code	Amount
	330604	10/31/2023	SHELTER OPERATING EXP NOVEMBER 2023		13,238.00
Check	11/22/2023	9936 Accounts Payable	PETTY CASH CUSTODIAN - RAQUEL THOMAS		165.09
	Invoice	Date	Description	Check Sort Code	Amount
	070123-102523FIN	11/13/2023	PETTY CASH REPLENISHMENT 07/13-10/25/23		165.09
Check	11/22/2023	9937 Accounts Payable	COUNTY OF ALAMEDA		1,537.50

	Invoice	Date	Description	Check Sort Code	Amount
	OCTOBER '23	11/03/2023	CITATION PROCESSING FEES - OCTOBER '23		1,537.50
Check	11/22/2023	9938 Accounts Payable	DEPARTMENT OF JUSTICE		554.00
	Invoice	Date	Description	Check Sort Code	Amount
	692858	11/03/2023	FINGERPRINTING FEES- 10/23		554.00
Check	11/22/2023	9939 Accounts Payable	DPREP INC.		249.00
	Invoice	Date	Description	Check Sort Code	Amount
	8105342519	11/13/2023	CRISIS NEGOTIATIONS TEAM LEADERSHIP-WARREN		249.00
Check	11/22/2023	9940 Accounts Payable	EL PUENTE COMUNITARIO		4,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	CNPG111523-12	11/15/2023	NEWARK COMMUNITY NON-PROFIT GRANT AWARD FY24		4,000.00
Check	11/22/2023	9941 Accounts Payable	FIRSTTWO, INC.		4,800.00
	Invoice	Date	Description	Check Sort Code	Amount
	1991	05/15/2023	FIRST TWO SUB AGENCY LICENSE FY 23-24		4,800.00
Check	11/22/2023	9942 Accounts Payable	FOLGERGRAPHICS, INC		2,363.00
	Invoice	Date	Description	Check Sort Code	Amount
	136648	07/31/2023	POSTCARDS FOR FALL GUIDE		2,363.00
Check	11/22/2023	9943 Accounts Payable	FREMONT STAGE 1 THEATER		20,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	CNPG111523-11	11/15/2023	NEWARK COMMUNITY NON-PROFIT GRANT AWARD FY24		20,000.00
Check	11/22/2023	9944 Accounts Payable	GACHINA LANDSCAPE MANAGEMENT, INC.		23,597.81
	Invoice	Date	Description	Check Sort Code	Amount
	E 213501B	11/01/2023	MAINTENANCE CONTRACT-CH, PD, LIB NOVEMBER 2023		3,689.00
	E 213501A	11/01/2023	MAINTENANCE CONTRACT NOVEMBER 2023		19,908.81
Check	11/22/2023	9945 Accounts Payable	GRAINGER		60.55
	Invoice	Date	Description	Check Sort Code	Amount
	9873372115	10/17/2023	LAKESHORE PARK FUSE		60.55
Check	11/22/2023	9946 Accounts Payable	CHILDREN'S INNOVATION CENTER		4,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	CNPG111523-14	11/15/2023	NEWARK COMMUNITY NON-PROFIT GRANT AWARD FY24		4,000.00
Check	11/22/2023	9947 Accounts Payable	HORIZON		4,388.71
	Invoice	Date	Description	Check Sort Code	Amount
	1T236188	11/14/2023	IRRIGATION DECODERS		4,388.71
Check	11/22/2023	9948 Accounts Payable	JOSH HORST		6,468.03
	Invoice	Date	Description	Check Sort Code	Amount
	120123ADPP	11/14/2023	ADPP - 12/01-12/31/23		6,468.03
Check	11/22/2023	9949 Accounts Payable	HP INC.		3,140.87
	Invoice	Date	Description	Check Sort Code	Amount
	9017959996	11/06/2023	HP DISPATCH DEMO UNIT COMPUTER APPROVAL 2024-04		3,140.87

Check	11/22/2023	9950	Accounts Payable	I PIZZA		1,467.00
	Invoice		Date	Description	Check Sort Code	Amount
	110423-111923		11/21/2023	PIZZA FOR BIRTHDAY PARTIES 11/04 - 11/19/23		1,467.00
Check	11/22/2023	9951	Accounts Payable	INDUSTRIAL PLUMBING SUPPLY, LLC.		190.47
	Invoice		Date	Description	Check Sort Code	Amount
	111457		11/03/2023	CITY HALL SOAP DISPENSER		190.47
Check	11/22/2023	9952	Accounts Payable	L.N. CURTIS & SONS		557.20
	Invoice		Date	Description	Check Sort Code	Amount
	INV759636		10/30/2023	NEWARK PD RECRUIT UNIFORMS		557.20
Check	11/22/2023	9953	Accounts Payable	LATINOS UNIDOS AVANZANDO/NEWARK		9,000.00
	Invoice		Date	Description	Check Sort Code	Amount
	CNPG111523-14		11/15/2023	NEWARK COMMUNITY NON-PROFIT GRANT AWARD FY24		9,000.00
Check	11/22/2023	9954	Accounts Payable	LEXISNEXIS RISK SOLUTIONS FL INC		50.00
	Invoice		Date	Description	Check Sort Code	Amount
	1845802-20231031		10/31/2023	INVESTIGATIVE INFO RESEARCH - 10/31/23		50.00
Check	11/22/2023	9955	Accounts Payable	THE LEAGUE OF VOLUNTEERS OF NEWARK, CA		25,000.00
	Invoice		Date	Description	Check Sort Code	Amount
	CNPG111523-3		11/15/2023	NEWARK COMMUNITY NON-PROFIT GRANT AWARD FY24		25,000.00
Check	11/22/2023	9956	Accounts Payable	MEYERS NAVE		8,476.70
	Invoice		Date	Description	Check Sort Code	Amount
	211439		11/14/2023	LEGAL SVCS - MOWRY VILLAGE PROJECT - SVCS THRU 10/31/23		757.50
	211438		11/14/2023	LEGAL SVCS - TIMBER STREET PROJECT - SVCS THRU 10/31/23		6,299.00
	211444		11/14/2023	LEGAL SVCS FOR NEWPARK PLAZA PROJECT - 10/31/23		808.00
	209746		09/21/2023	LEGAL SVCS FOR NEWPARK MALL REDEVELOPMENT - THRU 8/31/23		151.50
	211437		11/14/2023	LEGAL SVCS FOR NEWPARK MALL REDEVELOPMENT - THRU 10/31/23		101.00
	211448		11/14/2023	LEGAL SERVICES - CENTRAL AVENUE OVERPASS 10/23		359.70
Check	11/22/2023	9957	Accounts Payable	MISSION LINEN SUPPLY - UNIFORM		1,842.67
	Invoice		Date	Description	Check Sort Code	Amount
	OCT ' 23		10/31/2023	UNIFORM/MATS OCTOBER 2023		1,842.67
Check	11/22/2023	9958	Accounts Payable	NEWARK LITTLE LEAGUE		21,375.00
	Invoice		Date	Description	Check Sort Code	Amount
	CNPG111523-10		11/15/2023	NEWARK COMMUNITY NON-PROFIT GRANT AWARD FY24		21,375.00
Check	11/22/2023	9959	Accounts Payable	NEWARK EDUCATIONAL FOUNDATION		12,050.00
	Invoice		Date	Description	Check Sort Code	Amount
	CNPG111523-5		11/15/2023	NEWARK COMMUNITY NON-PROFIT GRANT AWARD FY24		12,050.00
Check	11/22/2023	9960	Accounts Payable	NEWARK SYMPHONIC WINDS		9,200.00
	Invoice		Date	Description	Check Sort Code	Amount
	CNPG111523-1		11/15/2023	NEWARK COMMUNITY NON-PROFIT GRANT AWARD FY24		9,200.00
Check	11/22/2023	9961	Accounts Payable	NEXTGEN FURNITURE INC.		5,765.16
	Invoice		Date	Description	Check Sort Code	Amount

	5405	10/31/2023	NEW COUCHES FOR SILLIMAN CENTER PHASE 1 HALLWAY			5,765.16
Check	11/22/2023	9962 Accounts Payable	NHA ADVISORS, LLC			3,506.25
	Invoice	Date	Description		Check Sort Code	Amount
	01111	11/02/2023	FINANCIAL CONSULTING - GENERAL 08/01-09/30/23			2,081.25
	01112	11/02/2023	FINANCIAL CONSULTING - PENSION EDUCATION 09/01-09/30/23			1,425.00
Check	11/22/2023	9963 Accounts Payable	OSBORNE LUMBER COMPANY, INC.			582.99
	Invoice	Date	Description		Check Sort Code	Amount
	585581	11/01/2023	SILLIMAN LUMBER			582.99
Check	11/22/2023	9964 Accounts Payable	PACIFIC GAS & ELECTRIC			70,821.16
	Invoice	Date	Description		Check Sort Code	Amount
	7578-110823	11/08/2023	CITYWIDE ELECTRICAL 11/8/23			70,821.16
Check	11/22/2023	9965 Accounts Payable	PAKPOUR CONSULTING GROUP, INC.			7,082.25
	Invoice	Date	Description		Check Sort Code	Amount
	4285	11/03/2023	ON-CALL CIVIL ENGINEERING PLAN REVIEW SERVICES 10/01-10/31/23			7,082.25
Check	11/22/2023	9966 Accounts Payable	PERFORMANCE PEST MANAGEMENT			267.00
	Invoice	Date	Description		Check Sort Code	Amount
	71570	10/30/2023	PEST SERVICES - CITY HALL #102699 10/30/23			267.00
Check	11/22/2023	9967 Accounts Payable	PREFERRED ALLIANCE INC			130.00
	Invoice	Date	Description		Check Sort Code	Amount
	0189612-IN	10/31/2023	RANDOM & NON-RANDOM DRUG TESTING - OCT '23			130.00
Check	11/22/2023	9968 Accounts Payable	REDFLEX TRAFFIC SYSTEMS, INC.			17,400.00
	Invoice	Date	Description		Check Sort Code	Amount
	INV0063987	10/31/2023	REDLIGHT CAMERA MONITORING OCTOBER 2023			17,400.00
Check	11/22/2023	9969 Accounts Payable	ROYSTON HANAMOTO ALLEY & ABEY			25,707.50
	Invoice	Date	Description		Check Sort Code	Amount
	0025225	10/18/2023	PROFESSIONAL SERVICES 09/01-09/30/23			12,630.00
	0025140	09/13/2023	PROFESSIONAL SERVICES 08/01-08/31/23			7,575.00
	0025079	08/15/2023	PROFESSIONAL SERVICES 07/01-07/31/23			5,502.50
Check	11/22/2023	9970 Accounts Payable	RUGGERI-JENSEN-AZAR			415.50
	Invoice	Date	Description		Check Sort Code	Amount
	91762	11/17/2023	ON-CALL CIVIL ENGINEERING DEVELOPMENT PLAN REVIEW SERVICES 10/23			415.50
Check	11/22/2023	9971 Accounts Payable	RUTAN & TUCKER, LLP			1,575.00
	Invoice	Date	Description		Check Sort Code	Amount
	975051	10/27/2023	AREA 4 CEQA - SVCS THRU 9/30/23			1,575.00
Check	11/22/2023	9972 Accounts Payable	S & S WORLDWIDE, INC.			484.68
	Invoice	Date	Description		Check Sort Code	Amount
	IN101292327	10/31/2023	SUPPLIES FOR AUTISM CLASS			304.48
	IN101292458	11/01/2023	SUPPLIES FOR AUTISM CLASS			180.20
Check	11/22/2023	9973 Accounts Payable	SECOND CHANCE			25,000.00
	Invoice	Date	Description		Check Sort Code	Amount

	CNPG111523-7		11/15/2023	NEWARK COMMUNITY NON-PROFIT GRANT AWARD FY24		25,000.00
Check	11/22/2023	9974	Accounts Payable	SEDGWICK		2,640.00
	Invoice		Date	Description	Check Sort Code	Amount
	BRS-0020458		08/15/2023	SAFETY COMPLIANCE PROGRAMS, TRAINING, RISK CONTROL-JUL 23		2,640.00
Check	11/22/2023	9975	Accounts Payable	SIMON & COMPANY INC		1,720.00
	Invoice		Date	Description	Check Sort Code	Amount
	10-2023		10/25/2023	PROFESSIONAL FEDERAL AFFAIRS ASSISTANCE OCTOBER 2023		1,720.00
Check	11/22/2023	9976	Accounts Payable	STANDARD INSURANCE COMPANY		927.90
	Invoice		Date	Description	Check Sort Code	Amount
	BILLING-OCT 23		10/01/2023	EMPLOYEE LIFE INSURANCE AND AD&D COVERAGE PREMIUMS-10/1-10/31/23		927.90
Check	11/22/2023	9977	Accounts Payable	STAPLES		1,336.59
	Invoice		Date	Description	Check Sort Code	Amount
	8072141443		10/31/2023	OFFICE SUPPLIES 10/16-10/25/23		1,336.59
Check	11/22/2023	9978	Accounts Payable	OHLONE HUMANE SOCY WILDLIFE REHAB CTR		10,000.00
	Invoice		Date	Description	Check Sort Code	Amount
	CNPG111523-4		11/15/2023	NEWARK COMMUNITY NON-PROFIT GRANT AWARD FY24		10,000.00
Check	11/22/2023	9979	Accounts Payable	TRI-CITY VOLUNTEERS FOOD BANK		25,000.00
	Invoice		Date	Description	Check Sort Code	Amount
	CNPG111523-6		11/15/2023	NEWARK COMMUNITY NON-PROFIT GRANT AWARD FY24		25,000.00
Check	11/22/2023	9980	Accounts Payable	TRI-TECH FORENSICS, INC		108.59
	Invoice		Date	Description	Check Sort Code	Amount
	00923963		09/14/2023	GUN BOX, 12.5 X 7.5 X 2- 25/CASE		108.59
Check	11/22/2023	9981	Accounts Payable	TUBE PRO INC.		1,382.00
	Invoice		Date	Description	Check Sort Code	Amount
	00059246		10/13/2023	INFLATABLE TUBES FOR LAZY RIVER		1,382.00
Check	11/22/2023	9982	Accounts Payable	TURBO DATA SYSTEMS, INC		700.00
	Invoice		Date	Description	Check Sort Code	Amount
	41403		10/31/2023	E-CITATION HARDWARE AND TRAFFIC PROCESSING SERVICES OCT '23		700.00
Check	11/22/2023	9983	Accounts Payable	ULINE		1,821.40
	Invoice		Date	Description	Check Sort Code	Amount
	170229265		10/27/2023	FURNITURE FOR FACILITY UPGRADES		1,821.40
Check	11/22/2023	9984	Accounts Payable	UNIVERSAL BUILDING SERVICES & SUPPLY		6,407.00
	Invoice		Date	Description	Check Sort Code	Amount
	519630		10/31/2023	LIBRARY DAY PORTER SERVICES OCTOBER 2023		1,408.00
	519629		10/31/2023	JANITORIAL SERVICES - LIBRARY OCTOBER 2023		4,438.00
	519786		10/31/2023	JANITORIAL SERVICES - SENIOR CENTER CARPETS 10/16/23		561.00
Check	11/22/2023	9985	Accounts Payable	URBAN PLANNING PARTNERS, INC.		1,068.75
	Invoice		Date	Description	Check Sort Code	Amount

	22002-230930	11/17/2023	PROJECT MGMT SVCS - LEPAKSHI @ THORNTON - SVCS 9/30/23			1,068.75
Check	11/22/2023	9986 Accounts Payable	BOSCO OIL INC DBA VALLEY OIL			20,788.90
	Invoice	Date	Description		Check Sort Code	Amount
	176206	11/08/2023	DIESEL FUEL 11/08/23			4,883.32
	176205	11/08/2023	GASOLINE 11/08/23			15,905.58
Check	11/22/2023	9987 Accounts Payable	VERDE DESIGN INC			2,065.00
	Invoice	Date	Description		Check Sort Code	Amount
	3-2313700	11/07/2023	CRICKET FIELD FEASIBILITY STUDY 09/26-10/25/23			2,065.00
Check	11/22/2023	9988 Accounts Payable	VIOLA BLYTHE CENTER			25,000.00
	Invoice	Date	Description		Check Sort Code	Amount
	CNPG111523-8	11/15/2023	NEWARK COMMUNITY NON-PROFIT GRANT AWARD FY24			25,000.00
Check	11/22/2023	9989 Accounts Payable	VIRTUAL PROJECT MANAGER LLC			20,000.00
	Invoice	Date	Description		Check Sort Code	Amount
	12-3726	09/01/2023	WEB-BASED PROJECT MANAGEMENT SYSTEM 09/01/23-08/31/24			20,000.00
Check	11/22/2023	9990 Accounts Payable	WEST COAST ARBORISTS INC			22,603.15
	Invoice	Date	Description		Check Sort Code	Amount
	207321	10/31/2023	STREET TREE MAINTENANCE 10/16/23-10/31/23			22,603.15
Check	11/22/2023	9991 Accounts Payable	WEX BANK			1,991.57
	Invoice	Date	Description		Check Sort Code	Amount
	93003679	11/06/2023	CHEVRON CC 11/06/23			1,991.57
Check	11/22/2023	9992 Accounts Payable	MARIO'S BAY FRAMES			556.78
	Invoice	Date	Description		Check Sort Code	Amount
	189	11/10/2023	SILVER FRAMES			556.78
Check	11/22/2023	9993 Accounts Payable	FOWLIE , MEREDITH L			200.00
	Invoice	Date	Description		Check Sort Code	Amount
	697948	11/21/2023	RENTAL DEPOSIT FUND FOR BIRTHDAY PARTY			200.00
EFT	11/22/2023	792 Accounts Payable	SPECTRUM SMALL BUSINESS SERVICES, LLC	325084426 / 5348560846		1,168.67
	Invoice	Date	Description		Check Sort Code	Amount
	11152023-GENERAL	11/15/2023	MIKE BULL'S TRAVEL EXPENSES 11/1/23-11/4/23			1,168.67
EFT	11/22/2023	793 Accounts Payable	ID360	322271627 / 987721370		517.50
	Invoice	Date	Description		Check Sort Code	Amount
	INV-0355	11/02/2023	CONSTRUCTION & DEMOLITION RECYCLING PROGRAM CONSULTING 11/23			517.50
EFT	11/22/2023	794 Accounts Payable	METROPOLITAN PLANNING GROUP	121042882 / 2016189470		132.50
	Invoice	Date	Description		Check Sort Code	Amount
	2004158	11/16/2023	38600 CEDAR BLVD-WAYMARK PRJCT - SVCS THRU 10/31/23			132.50
EFT	11/22/2023	795 Accounts Payable	PET BENEFIT SOLUTION	021000021 / 238821802		53.75
	Invoice	Date	Description		Check Sort Code	Amount
	142391	11/15/2023	TOTAL PET PLAN - NOVEMBER 2023 PREMIUMS			53.75

EFT	11/22/2023	796 Accounts Payable	SEDGWICK CLAIMS MANAGEMENT SERVICES, INC.	121000248 / 4942808510	54,865.53

Invoice	Date	Description	Check Sort Code	Amount
CC20231116134743	11/16/2023	CC-WC-CLAIM#4A2304MRQC10001 11/28-12/11/23		10,962.22
CC20231116125312	11/16/2023	CC-WC-CLAIM#4A2304MRQC10001 11/14-11/27/23		10,962.22
CC20231116134953	11/16/2023	CC-WC-CLAIM#4A2304MRQC10001 12/12-12/25/23		10,962.22
SF-8510-01372643	10/02/2023	WORKERS COMPENSATION CLAIMS -09/01/23-09/30/23		8,634.63
SF-8510-01388434	11/01/2023	WORKERS COMPENSATION CLAIMS -10/02/23-10/31/23		13,344.24

AP ZBA ACCOUNTS PAYABLE Totals: Transactions: 82 $1,802,367.04

Checks:	77	$1,745,629.09
EFTs:	5	$56,737.95

STAFF REPORT

Item D. 2.

DATE	12/14/2023
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Approval of November 9, 2023 minutes

Attachments

Minutes

CITY OF NEWARK
CITY COUNCIL
City Administration Building, City Council Chambers

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

Minutes

Thursday, November 9, 2023
7:00 P.M.

A. ROLL CALL

Mayor Hannon called the meeting to order at 7:05 p.m. Vice Mayor Collazo, Council Members Bucci, Freitas, and Jorgens were present.

B. PRESENTATIONS

1. Introduction of employee(s)

Mayor Hannon introduced Albert Medina, Police Officer and Janelle Mensinger, Aquatics Coordinator.

2. Presentation on Newark Library

Branch Manager Joe Stoner provided the annual report on the Newark Library. Presentation on file with the City Clerk.

He noted that the library will be featured on the PBS television show *Viewpoint* in the spring of 2024.

3. Washington Hospital Healthcare System presentation of Community Health Needs Assessment

Angus Cochran, Chief of Community Support Services for Washington Hospital provided the 2023 Community Needs Assessment presentation. Presentation on file with the City Clerk.

Mayor Hannon requested a follow up summary on how to address issues presented in the 2023 Community Needs Assessment.

4. AC Transit Realign bus service network plan presentation

Diann Castleberry External Affairs Representative and Crystal Wang, Transportation Planner for AC Transit gave the presentation for the Realign Draft Service Scenarios. Presentation on file with the City Clerk.

Diane Shaw, AC Transit Board Member stated that the proposed plan changes did not impact school service.

The City Council provided feedback on the need for more frequent services, testing the viability of Flex service again, smaller buses, and the support of the later route time for Line 251 to Ohlone College.

Mayor Hannon requested an article in the Newark News on AC Transit services, that AC Transit provide an estimated cost for the unconstrained cost option and provide a report on the level of service and ridership.

C. PUBLIC COMMENT

No one requested to speak.

D. CONSENT CALENDAR

City Manager Benoun requested the removal of item D.12.

Mayor Hannon requested the removal of items D.5, D9 and D.11.

Council Member Freitas moved, Vice Mayor Collazo seconded, to approve Consent Calendar Items D.1 through D.17, excluding D.5, D.9, D.11 and D.12, that the resolutions and ordinances be numbered consecutively, and that reading of the titles suffice for adoption. The motion passed, 5 AYES.

1. Approval of Audited Demands

2. Approval of October 26, 2023 minutes

3. Waive full reading, conduct second reading by title only, and adopt an ordinance repealing and replacing Title 16 "Subdivisions" of the Newark Municipal Code
Ordinance No. 546

4. Adopt resolutions establishing the City Council meeting calendar for 2024 and authorizing the City Manager to take administrative actions during the August Recess
Resolution No. 11576 Meeting Calendar
Resolution No. 11577 August Recess

5. Pulled - Adopt a resolution reappointing William Fitts to the Planning Commission

6. Adopt a resolution approving a Contractual Equipment and Services Agreement with RJMS Corporation dba Toyota Material Handling of Northern California for the purchase of a sub-compact sweeper
Resolution No. 11578
Contract No. 23077

7. Adopt a resolution accepting the work with American Asphalt Repair and Resurfacing Co., Inc. for FY 2021-2022 Citywide Park Pathways Resurfacing for ADA Access, Project 1297
Resolution No. 11579

8. Adopt a resolution approving an agreement with Applied Landscape Materials, Inc. to apply composted mulch to landscaped areas in City parks and to amend the 2022-2024 Biennial Budget and Capital Improvement Plan to reappropriate the remaining $44,813 of CalRecycle Local Assistance Grant funding to Fiscal Year 2024
Resolution No. 11580
Contract No. 23078

9. Pulled - Adopt a resolution approving a lease agreement with Viola Blythe Community Service Center of Newark, Inc.

10. Adopt a resolution approving an amendment to the Contractual Services Agreement with Cal West Lighting & Signal Maintenance for additional traffic signal and street light maintenance services
Resolution No. 11581
Contract No. 20041

11. Pulled - Adopt a resolution approving a lease agreement with Second Chance, Inc.

12. Pulled - Adopt a resolution amending the Biennial Budget and Capital Improvement Plan to consolidate the three Traffic Signal Interconnect Projects, Project 1307, 1308, and 1309 into newly identified Project 1361, and approving a Contractual Services Agreement with Iteris, Inc. for Professional Engineering Services for the Traffic Signal Interconnect Project

13. Adopt a resolution approving a side letter with the Newark Police Management Association and approving an amendment to the salary schedule for the classification of Community Engagement Manager
Resolution No. 11582

14. Adopt a resolution approving a compensation plan for certain positions in the exempt service employee group to amend the Temporary Classifications Schedule of Hourly Wage Rates, and revoking the previous resolution in conformance with California Code of Regulations, Title 2, Section 570.5
Resolution No. 11583

15. Adopt a resolution approving Amendment No. 1 to the Contractual Services Agreement with Lance, Soll & Lunghard, LLP (LSL), Certified Public Accountants, for professional auditing services
Resolution No. 11584
Contract No. 19026

16. Adopt a resolution approving a Project Specific Funding Agreement with Alameda County Transportation Commission for the design and construction phases of Central Avenue Overpass, Project 1014
Resolution No. 11585
Contract No. 23079

17. Adopt a resolution authorizing a 5.0% increase to the solid waste collection, recycling and organics services maximum rates for Calendar Year 2024
Contract No. 11586

NON CONSENT

D.5 Adopt a resolution reappointing William Fitts to the Planning Commission
Resolution No. 11587

Mayor Hannon thanked Mr. Fitts for his decades of service and recommended his reappointment.

No one from the public requested to speak.

Mayor Hannon moved, Council Member Freitas seconded to adopt a resolution for the reappointment of William Fitts to the Planning Commission. The motion passed, 5 AYES.

D.9 Adopt a resolution approving a lease agreement with Viola Blythe Community Service Center of Newark, Inc.
Resolution No. 11588
Contract No. 23080

D.11 Adopt a resolution approving a lease agreement with Second Chance, Inc.
Resolution No. 11589
Contract No. 23081

Mayor Hannon considered D.9 and D.11 concurrently. He stated that the Viola Blythe Community Service Center of Newark, Inc. and Second Chance, Inc. provide critical services for the community and recommended approval of their leases.

No one from the public requested to speak.

Mayor Hannon moved, Vice Mayor Collazo seconded to adopt the resolutions approving lease agreements with Viola Blythe Community Service Center of Newark, Inc. and Second Chance, Inc. The motion passed, 5 AYES.

D.12 Adopt a resolution amending the Biennial Budget and Capital Improvement Plan to consolidate the three Traffic Signal Interconnect Projects, Project 1307, 1308, and 1309 into newly identified Project 1361, and approving a Contractual Services Agreement with Iteris, Inc. for Professional Engineering Services for the Traffic Signal Interconnect Project
Resolution No. 11590
Contract No. 23082

City Manager stated that he removed this item from the consent calendar to allow Council Members to recuse themselves.

Vice Mayor Collazo announced that she would recuse from this item due to real property and business conflicts of interest. She exited the Council Chambers.

Council Member Jorgens announced that he would recuse due to a real property leasehold conflict of interest. He exited the Council Chambers.

City Manager Benoun stated that this item would consolidate 3 Capital Improvements Projects into one project and would award the contract for the Traffic Signal Interconnect Project.

In response to Council questions, City Engineer Imai stated that a bus preemption for signals could be included in the second phase of the project.

No one from the public requested to speak.

Moved by Council Member Bucci, seconded by Council Member Freitas to adopt a resolution amending the Biennial Budget and Capital Improvement Plan to consolidate the three Traffic Signal Interconnect Projects, Project 1307, 1308, and 1309 into newly identified Project 1361, and approving a Contractual Services Agreement with Iteris, Inc. for Professional Engineering Services for the Traffic Signal Interconnect Project. The motion passed, 3 AYES, 2 RECUSED

Vice Mayor Collazo and Council Member Jorgens returned to the City Council Chambers.

E. PUBLIC HEARINGS

F. OTHER BUSINESS

1. Presentation of the draft Public Art Master Plan update and Council input

Senior Management Analyst Gonzalez introduced Gail Goldman, Gail M. Goldman Associates and Amanda Rawson, Art Builds Community who provided the presentation. Presentation on file with City Clerk.

Adriene Dedic spoke in favor of an Arts Center for the community to participate in creativity. She suggested adding an art display during Newark Days and displaying art in city buildings and the civic center.

Linda Patterson spoke in support of an Art Center as a showplace for children's art and empowerment.

Vice Mayor Collazo stated that an event center could be used as an art center too. She stated that she would like to work on an art fair with the consultants.

Council Member Bucci suggested allowing students to create the art on the utility boxes outside of their schools. He would like walls in the City identified for murals. He suggested exploring a small fee for spray paint purchases to fund art projects.

Mayor Hannon stated that he saw opportunities to incorporate art with the facilities master plan, include an art component with future developments, consider setting aside a portion of the Transient Occupancy Tax for art. He wanted high quality art that survives generations.

G. CITY COUNCIL MATTERS

Council Member Freitas wished everyone a Happy Thanksgiving.

Council Member Bucci thanked Planning Commission Fitts for his continued service. He was excited for the upcoming Costco opening and wished everyone a Happy Thanksgiving.

In response to Council Member Bucci's question, City Manager Benoun stated that the work for the Citywide LED Light Project should commence in 30 days.

Vice Mayor Collazo thanked the veterans for their service. Happy Thanksgiving. She suggested an art display in Magnolia Plaza and closing Thornton Avenue and Magnolia Street for Dia De Los Muertos next year. Shop Newark.

Mayor Hannon stated that American troops are scattered around the world and we need to think about them. He announced that he resented a commendation to William Delucci for his 100th birthday and noted his place in the city's history.

H. CITY MANAGER UPDATES

I. CLOSED SESSION

J. ADJOURNMENT

Mayor Hannon adjourned the meeting at 9:23 p.m.

STAFF REPORT

Item D. 3.

DATE	12/14/2023
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Motion approving the 2024 Local Appointments List and distribution

Section 54970 et. seq. of the Government Code is commonly known as the Maddy Act or Local Appointments List. Section 54972 requires that on or before December 31 of each year, each legislative body in the state shall cause to be prepared and posted a Local Appointments List of all regular and ongoing boards, commissions, and committees, which are appointed by the legislative body of the local agency. The Local Appointments List is to be made available to the public and must contain the following information:

- A list of all appointive terms, which will expire during the calendar year, with the names of the incumbent appointee, the date of the appointment, and the date the term expires.
- A list of all boards, commissions, and committees whose members serve at the pleasure of the legislative body and the necessary qualifications for each position.

Legislation also requires the City to post a copy of the list on its website or designate the public library within its jurisdiction to receive a copy of the list.

The Community Development Advisory Committee and the Measure GG Tax Oversight Committee do not have terms that expire in 2024 and are not included on the 2024 Local Appointments List. Members of the City's Planning Commission, and Senior Citizen Standing Advisory Committee are appointed by the Mayor with the consent of the City Council and are on the Local Appointments List. Those terms that expire in 2024 are:

Planning Commission
Lori Bogisich, term expires, December 2024, appointed January 2022

Senior Citizen Standing Advisory Committee
Sandra Arellano, term expires April 2024, appointed April 2014
Rick Arellano, term expires April 2024, appointed January 2011
Stanley Keiser, term expires April 2024, appointed April 2018
Olga Borjon, term expires April 2024, appointed May 2020

Staff recommends that the City Council, by motion: (1) approve the 2024 Local Appointments List, (2) designate the Alan L. Nagy Public Library as the library to receive a copy of the list, and (3) direct staff to post the Local Appointments List to the City website.

Attachments

Local Appointments List

City of Newark

City Clerk's Office
37101 Newark Boulevard
Newark, CA 94560

CITY OF NEWARK 2024 LOCAL APPOINTMENT LIST*

Appointive Terms Expiring in 2024

Planning Commission
Lori Bogisich, term expires, December 2024, appointed January 2022

Senior Citizen Standing Advisory Committee
Sandra Arellano, term expires April 2024, appointed April 2014
Rick Arellano, term expires April 2024, appointed January 2011
Stanley Keiser, term expires April 2024, appointed April 2018
Olga Borjon, term expires April 2024, appointed May 2020

Qualifications for appointment to City commissions, committees, and boards: Appointees to the Planning Commission, Senior Citizen Standing Advisory Committee, Community Development Advisory Committee, and the Measure GG Tax Oversight Committee must be at least 18 years old and reside in the City of Newark. Appointees to the Senior Citizen Standing Advisory Committee must be at least 55 years of age at the time of appointment.

**Approved by the Newark City Council TBD pursuant to Section 54972 of the California Government Code, the Maddy Act.*

STAFF REPORT

Item D. 4.

DATE	12/14/2023
TO	Honorable Mayor and City Council Members
FROM	Alex Tat, Senior Civil Engineer
SUBJECT	Adopt a resolution authorizing the City Manager to execute a Contractual Services Agreement with MNS Engineers, Inc., for Construction Management Services for Central Avenue Overpass, Project 1014 and approving an amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024

SUMMARY AND RECOMMENDATION

The scale and complexity of the Central Avenue Overpass Project requires a construction management firm with the specific skills, knowledge, and experience necessary to oversee and ensure the successful delivery of this project. The project is nearing the completion of design, so to address the most urgent construction management support needs for Central Avenue Overpass Project 1014, staff recommends that the City Council authorize the City Manager to enter into a Contractual Services Agreement, in a form approved by the City Attorney, with MNS Engineers, Inc. in an amount not to exceed $660,000 for pre-construction construction management tasks only such as the constructability review of the 90% design documents, the purpose of which is to anticipate and identify challenges to the actual construction of the project before the design is finalized. At a future meeting, staff anticipates recommending an amendment to this Contractual Services Agreement to include the full scope of construction management services, which will include tasks for the construction and closeout phases of the project.

BACKGROUND

Central Avenue Overpass, Project 1014 is the largest and most complex Capital Improvement transportation project the City has undertaken to date. The project, which will replace the existing at-grade railroad crossing on Central Avenue between Sycamore Street and Morton Avenue with an overcrossing bridge structure, requires coordination with and relocation of several different utilities; approval and execution of multiple crossing agreements with Union Pacific Railroad (UPRR); and complex construction staging and operations to minimize impacts to adjacent property owners, the public, and operation of UPRR's active rail lines. The breadth and complexity of the Project have created the need for the use of a multi-disciplinary consultant team to provide Construction Management services both prior to and throughout the construction of the Project.

Central Avenue Overpass, Project 1014 is designed to relieve traffic congestion, provide enhanced vehicle, bicycle, and pedestrian safety, improve emergency response times, and eliminate potential at-grade accidents by constructing a four-lane grade separation overpass structure, complete with sidewalks and bicycle lanes, at the Union Pacific Railroad (UPRR) crossing located between Sycamore Street and Morton Avenue. The project will include the construction of retaining walls; relocation and new construction of underground utilities; new traffic signals; new street lighting; and new storm drainage improvements. Construction of the Central Avenue Overpass structure and improvements is anticipated to begin in Spring 2025.

The proposed improvements will also require the relocation of ACWD's water main and USD's sanitary sewer main, creating an opportunity for a joint construction project between the City and both ACWD and USD to allow for a more efficient construction effort and schedule. Separate Cooperative Agreements between the City and both ACWD and USD are being finalized and will be presented to the City Council for consideration at an upcoming meeting to formalize this joint effort.

DISCUSSION/ANALYSIS

In accordance with the City's Purchasing Rules and Regulations, staff prepared and initiated an open and competitive Request for Proposals (RFP) for Construction Management services for the Central Avenue Overpass Project. The RFP solicited a single multidisciplinary construction management team to manage the construction of City, ACWD, and USD improvements as a single project and specified that selection would be made based on the quality and completeness of submissions as well as a firm's experience with projects of similar scope and complexity, approach by which their team intends to perform the work, satisfaction of previous clients, and proposed rate schedules.

Staff received a total of four (4) proposals and evaluated and ranked them based on completeness and responsiveness to the RFP. Based on the initial review of the proposals received, staff invited the top firm, MNS Engineers, Inc., to be interviewed by the City's project team, consisting of the City Engineer, Senior Civil Engineer overseeing Capital Improvement Projects, Principal Engineer of Development Engineering Review, and Consultant Project Manager overseeing the Central Avenue Overpass Project for the City.

ACWD and USD staff also participated in the evaluation of all proposals received and the interview of the top firm. City staff conferred with both ACWD and USD staff regarding their respective evaluations; however, the City retained sole discretion to select the preferred Construction Management team. At the conclusion of the interview, staff selected MNS Engineers, Inc. as the recommended Construction Management firm based on their experience with projects of similar scope, demonstrated ability to deliver similar overpass structure projects within recent years, and value provided by their risk mitigation foresight and recommendations. MNS Engineers, Inc. rates were also comparable to those presented in the other responding proposal and their overall fee was the second lowest of the four received.

Construction management for the Central Avenue Project will include services performed both prior to and during construction. As discussed above, staff is currently finalizing Cooperative Agreements with both ACWD and USD to combine the relocation of ACWD's water main and USD's sanitary sewer main with the construction of the City's overcrossing project to allow for a more efficient and economical construction effort. Therefore, at this time, staff recommends awarding a Contractual Services Agreement to MNS Engineers, Inc. for construction management services during the preconstruction phase only. This will allow the construction management team to expedite pre-construction tasks that include a constructability review of the 90% design documents, stakeholder coordination, preliminary scheduling, public outreach, bid support, and a pre-construction meeting with potential contractors while the Cooperative Agreements with ACWD and USD are finalized. Once the Cooperative Agreements are approved, staff will request approval from the City Council to amend the Contractual Services Agreement with MNS Engineers, Inc. to include construction management services during construction.

FISCAL IMPACT

Staff recommends that the City Council approve a Contractual Services Agreement with MNS Engineers, Inc., for construction management services for Central Avenue Overpass, Project 1014, for a not-to-exceed amount of $599,991 plus a 10% contingency of $60,009, totaling $660,000 for pre-construction construction management tasks.

Staff recommends funding the required construction management services related to Central Avenue Overpass, Project 1014 with Transportation Impact Fees. Transportation Impact Fees are collected with each new residential, commercial, and industrial project and must be used to fund the construction of transportation improvements identified in the City of Newark Transportation Impact Fee Nexus Study. The Nexus Study determined that construction of a Central Avenue railroad overcrossing would mitigate increases in traffic congestion caused by new development by removing the at-grade railroad crossing on Central Avenue, one of the primary arterial streets providing access to the residential developments within Bayside Newark.

Staff recommends that the City Council approve an amendment of the 2022-2024 Biennial Budget and Capital Improvement Plan to allocate $660,000 of Transportation Impact Fee funds for Fiscal Year 2024 to project 1014 as follows:

	Description	Expenditure	Amount
To:	Traffic Impact Fees	Fund 622.90.091.910.6221.CIP1014	$660,000
From:	Unappropriated Fund Balance	Fund 622.3000	$660,000

As discussed above, once the Cooperative Agreements with ACWD and USD are approved, staff will request approval from the City Council to amend the Contractual Services Agreement with MNS Engineers, Inc. to include construction management services during construction and increase the not-to-exceed amount. The terms of the Cooperative Agreements will ensure that ACWD and USD will each be responsible for 100% of the cost for construction management services, materials, and equipment attributed specifically to the design and relocation of their respective facilities. Common construction management services will be shared equally between the City, ACWD and USD.

In accordance with past practice, a 10% administrative fee would be added to all ACWD and USD costs to reimburse the City for administration and management of the joint contract.

Staff does not anticipate additional project costs as a result of partnering with ACWD and USD on the Central Avenue Overpass Project. Instead, the City, ACWD and USD staff anticipate that combining the respective projects will result in a more efficient and less expensive construction process.

The additional cost for construction management services throughout construction is anticipated to be $4.8 million. Staff anticipates recommending the use of additional Traffic Impact Fees to fund the City's share of the added construction management costs throughout construction at a future date.

REVIEW AND APPROVAL

Prepared by - Alex Tat, Senior Civil Engineer
Reviewed by - Jayson Imai, City Engineer
Reviewed by - Soren Fajeau, Public Works Director
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Resolution MNS Central Avenue Overpass

Contractual Service Agreement

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACTUAL SERVICES AGREEMENT WITH MNS ENGINEERS, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR CENTRAL AVENUE OVERPASS, PROJECT 1014, AND APPROVING AN AMENDMENT OF THE 2022-2024 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2024.

WHEREAS, the Public Works Department issued a Request for Proposals for construction management services for the Central Avenue Overpass Project, in accordance with the City's Purchasing Rules and Regulations; and

WHEREAS, a total of four proposals were received for the Central Avenue Overpass Project; and

WHEREAS, all proposals received were evaluated by City staff based on the quality and completeness of submissions, experience with engagements of similar scope and complexity, satisfaction of previous clients, and proposed rate schedules; and

WHEREAS, Alameda County Water District and Union Sanitary District staff participated in the review of all proposals received but the City retained sole discretion to make the final consultant selection; and

WHEREAS, based on staff's evaluation, MNS Engineers, Inc. was determined to be the most qualified firm to provide the requested services for the Central Avenue Overpass Project.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby authorizes the City Manager to execute a Contractual Services Agreement, in a form approved by the City Attorney, with MNS Engineers, Inc. in an amount not to exceed $599,991 plus a 10% contingency of $60,009, totaling $660,000 for pre-construction construction management services for the Central Avenue Overpass, Project 1014.

BE IT FURTHER RESOLVED that the City Council hereby approves an amendment of the 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024 to allocate $660,000 of Transportation Impact Fees (Fund 622) to project 1014 as follows:

	Account	Description	Amount
TO:	622.90.091.910.6221.CIP1014	Traffic Impact Fees	$660,000
FR:	622.3000	Unappropriated Fund Balance	$660,000

CONTRACTUAL SERVICES AGREEMENT

CONSULTANTS

This Service Agreement (hereinafter "Agreement") is made and entered into this ____ day of _____, 2023 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 the services generally including: construction management services.

WHEREAS, in response to City's request, Consultant submitted a Statement of Qualifications (hereinafter "SOQ"), a copy of which is on file at the office of the City Engineer 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 SOQ, 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 five hundred ninety-nine thousand nine hundred ninety-one and No/100 Dollars ($599,991) plus a 10% contingency of sixty thousand nine and No/100 Dollars ($60,009), totaling six hundred sixty thousand and No/100 Dollars ($660,000) for a term of five (5) years 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 the SOQ. Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or Subconsultants identified in the SOQ, 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. PUBLIC WORKS REQUIREMENTS. Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works, to the extent set forth in Exhibit D.

13. PUBLIC WORKS CONTRACTOR REGISTRATION. Consultant agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Consultant agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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. <u>Minimum Scope of Insurance</u>.

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. <u>Minimum Limits of Insurance</u>.

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. <u>Deductibles and Self-Insured Retentions</u>.

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. <u>Claims Made Policies</u>.

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. <u>Wasting Policies</u>.

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

G. <u>Remedies</u>.

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. <u>LICENSES, PERMITS, ETC</u>. 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. <u>TERM/TERMINATION</u>.

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 Public Works 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:

MNS Engineers, Inc.	**CITY OF NEWARK**
Greg Chelini	PUBLIC WORKS DIRECTOR
Vice President	**Administrator**
Address: MNS Engineers, Inc. 201 N. Calle Cesar Chavez, Suite 300 Santa Barbara, CA 93101	City of Newark Attn: Public Works Director 37101 Newark Boulevard Newark, CA 94560

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF NEWARK,
a municipal corporation

By _____
David Benoun, City Manager

Date _____

MNS Engineers, Inc.
a California Corporation

By _____

Date _____

Greg Chelini
_____
Printed Name

Attest:

_____
Sheila Harrington, City Clerk

Date _____

Approved as to form:

_____
Kris Kokotaylo, City Attorney

Date _____

EXHIBIT A

SCOPE OF SERVICES

and maintained schedule is a critical management tool—the key to a successfully implemented schedule is the development of an accurate, detailed, and realistic baseline schedule. We will review the contractor's baseline schedule to ensure it is accurate and reasonable. Activity durations and logic ties will be examined for accuracy and constructability. Our CM/RE, James Wilcenski, PE, and Scheduler, Said Najafi, have extensive experience with reviewing schedules for similar projects, evaluating time impact analyses for changes, and developing alternatives to improve upon the current schedule. The contractor's actual progress will be documented on a daily basis. The MNS team will review the progress with the contractor at the weekly meetings. The contractor's three-week-look-ahead schedule will be compared with the work plan on the baseline schedule to ensure the contractor continues to use the record schedule as a management tool. We will check the record schedule for activities with start dates not beginning during the review period. This proactive approach flags potential delays and associated cost issues for further discussion. This proactive approach is effective in mitigating both cost and schedule creep on the project.

Scope of Services

MNS has tailored a scope of work to provide comprehensive construction management services to meet the City's scope of work requirements for the Project. Our comprehensive and hands-on approach to construction management delivers consistent, effective results and quality construction completion. The technical approach provided herein has been successfully utilized by MNS on similar projects and can be further tailored to meet the City's needs as well as ensure compliance with the funding requirements.

- Pre-Construction Services
- Construction Services
- Post-Construction Services

TASK 1 Pre-Cconstruction Services

Task 1.1 Project Review/Kick-off Meeting

Prior to construction, MNS will obtain comprehensive knowledge and an understanding of the project documents and information surrounding the project. The construction management team will familiarize themselves with the project and site prior to construction and thoroughly review the project documents (e.g. plans, specifications, utility agreements, permits, soils reports, etc.) to understand the project and the various limitations that may apply. Our approach begins with a kick-off meeting with the City's Project Manager to share the intent of the plans and specifications; design constraints; and features requiring special attention such as utility coordination. We will be available to attend Project Development Team meetings prior to bidding to discuss design features and constraints. We will also establish a clear protocol to be used throughout the project such as roles and responsibilities, lines of communication, and levels of authorization; procedures for progress payments, CCOs, RFIs, and notifications; environmental permits; and public information and awareness program. In addition, the MNS team will establish contact with all utility companies involved in the Project for coordination efforts during construction.

Task 1.2 Constructability Review

As one of the first orders of work, MNS will perform a constructability review of 90% plans and specifications. We will begin our review by gathering and analyzing all relevant project information including environmental documents, permit agreements with other agencies, temporary construction easement agreements, and any other available information. We will then perform a thorough site investigation to confirm all existing conditions and utilities are properly reflected in the contract documents and identify potential conflicts not shown on the plans. Upon request, we will perform an independent construction cost estimate of major items.

During the constructability review, we will look to identify potential coordination issues, missing details, and potential constraints or conflicts. A field reconnaissance will be conducted to determine actual site conditions and their consistency with the plans, specifications, and contract documents. Upon completion, the MNS CM/RE, James Wilcenski, PE, will prepare and submit a Risk Assessment (constructability) report to the

City Project Manager that outlines comments and recommendations. MNS will utilize a constructability review checklist as a guide in reviewing project documents.

Task 1.3 Utility Stakeholder Coordination

MNS will reach out to the affected utility companies, specifically PG&E, AT&T, ACWD, and USD to ensure that they are scheduled and up to date with their designs and relocations. We will coordinate with the various companies to determine any lead times and verify working windows so these can be incorporated into the Special Provisions. We will also contact UPRR to ensure the required permits, agreements, and insurance documents are in place; and confirm the flagging and submittal review protocols.

Task 1.4 Preliminary Schedule

MNS has already developed a preliminary construction schedule for the Project showing anticipated staging timelines for completing the work including the utility relocations. We will update the schedule and review it against the allotted working days to determine a realistic, but efficient schedule. We will use this preliminary schedule as a basis for reviewing the contractor's submitted baseline schedule.

Task 1.5 Public Outreach Plan

MNS and VSCE will work with the City to develop a Public Outreach Plan. The Outreach Strategy will include details on outreach management, stakeholder database, project webpage, and email communications, communication collateral, media relations, and community meetings. Key stakeholders will include the traveling public, businesses, and residents.

Task 1.6 Pre-Bid Conference and Bid Support

MNS will assist with the pre-bid conference and coordinate the response to all contractor inquiries during the pre-bid phase. Services include:

- Assist the City with the final review of pre-bid Package
- Establishing document control for the bidding process
- Production and distribution of the bid documents if requested by the City
- Assisting the City with the collection and distribution of bidders' questions
- Assisting the City with pre-qualification of potential contractors if required and requested by the City
  - Assist the City with the final review of pre-bid Package
  - Establishing document control for the bidding process
  - Production and distribution of the bid documents if requested by the City
  - Assisting the City with the collection and distribution of bidders' questions
  - Assisting the City with pre-qualification of potential contractors if required and requested by the City

Task 1.7 Project Setup

MNS will develop project administration, documentation, and filing systems using C-MIS, a cloud-based construction management system. This system is consistent with the Caltrans LAPM, conforms to the parameters established in the kick-off meeting, and is tailored to meet the City's needs. At this time, MNS will develop a list of anticipated submittals with milestones required by the contractor. We will also contact the project stakeholders such as property owners, and the various utility companies to establish a working relationship and expectations throughout the project.

Task 1.8 Pre-Construction Jobsite Documentation

MNS will perform a detailed pre-construction photo and video survey to document the existing condition of the site for items to remain after the improvements are completed.

MNS also has the capability to perform a detailed pre-construction photo and video survey utilizing a drone if desired by the City.

Task 1.9 Pre-Construction Meeting

MNS will coordinate a pre-construction meeting to discuss the hierarchy of both the construction management team and the contractor and to establish the protocol used throughout the project. The following parties will be invited: selected contractors, City staff, utility companies, and others involved with the project such as UPRR and affected property owners. The meeting will highlight

EXHIBIT B

RATE SCHEDULES

EXHIBIT B - RATE SCHEDULES AND ESTIMATED COSTS

MNS

Construction Management Services for
Central Avenue Grade Separation Project
City of Newark Phase 1

Project Schedule

PHASE	2023 Nov	2023 Dec	2024 Jan	2024 Feb	2024 Mar	2024 Apr	2024 May	2024 Jun	2024 Jul	2024 Aug	2024 Sept	2024 Oct	2024 Nov	2024 Dec	2025 Jan	2025 Feb	2025 Mar	2025 Apr	2025 May	2025 Jun	2025 Jul	2025 Aug	2025 Sept	2025 Oct	2025 Nov	2025 Dec	2026 Jan	2026 Feb	2026 Mar	2026 Apr	2026 May	2026 Jun	2026 Jul	2026 Aug	2026 Sept	2026 Oct	2026 Nov	2026 Dec	2027 Jan	2027 Feb	2027 Mar	2027 Apr	2027 May	2027 June	2027 July	2027 Aug	2027 Sept
Utility (PG&E & AT&T) Relocation Construction Contract																																															
Pre-Construction																																															
Constructability Review (cost estimate, schedule, etc.) (Optional)																																															
Construction (CM Oversight Services assumes 9 months & 2 months closeout)																																															
Project Closeout																																															
Fiber Optic relocation																																															
Constructability Review																																															
Construction (CM Oversight Services assumes 4 months & 2 month closeout)																																															
Project Closeout																																															
Main Central Avenue Construction Contract																																															
Pre-Construction																																															
Constructability Review (90% & 100% cost estimate, schedule, etc.)																																															
Bid (60 days Adv)/Evaluate & Award (60 days)/NTP Support																																															
Construction "assume 2 yrs" (shown for schedule only, no cost																																															
Closeout (shown for schedule only, no cost provided at this time)																																															

PHASE

Role	Staff	2023 Nov	2023 Dec	2024 Jan	2024 Feb	2024 Mar	2024 Apr	2024 May	2024 Jun	2024 Jul	2024 Aug	2024 Sept	2024 Oct	2024 Nov	2024 Dec	2025 Jan	2025 Feb	2025 Mar	2025 Apr	2025 May	2025 Jun	2025 Jul	2025 Aug	2025 Sept	2025 Oct	2025 Nov	2025 Dec	2026 Jan	2026 Feb	2026 Mar	2026 Apr	2026 May	2026 Jun	2026 Jul	2026 Aug	2026 Sept	2026 Oct	2026 Nov	2026 Dec	2027 Jan	2027 Feb	2027 Mar	2027 Apr	2027 May	2027 June	2027 July	2027 Aug	2027 Sept	TOTAL HOURS	2024 HOURLY RATE	2025 HOURLY RATE	2026 HOURLY RATE	2027 HOURLY RATE	TOTAL COST
PRE-CONSTRUCTION																																																					
Construction Manager/Constructability	Mike Chanl, PE		8	4	12	46	10	10		10	10	10	30	10	10	10	10	10	10	10																												220	325.00	338.00	351.52	365.58	$ 72,150.00
Resident Engineer/Constructability	James Wilcenski, PE		16	8	28	48	12	12		12	12	12	42	12	12	12	12	12	12	12																												286	295.00	306.80	319.07	331.83	$ 85,078.00
Structures Representative/Constructability	Tom Loomis, PE					40							30																																			70	285.00	296.40	308.26	320.59	$ 19,950.00
Inspector/Utilities & RR Coordinator	Fernando Tomas, EIT		4	2	26	10							10						12	12																												76	200.00	208.00	216.32	224.97	$ 15,392.00
Inspector	Nathan Norwood, CPII																																															0	200.00	208.00	216.32	224.97	$ -
Office Engineer	Marie Dunne																		10	10																												20	170.00	176.80	183.87	191.23	$ 3,536.00
Scheduler/Estimator/Constructability	Said Najafi		2	1	9	42							20						10																													84	285.00	296.40	308.26	320.59	$ 24,054.00
Inspector Utilities (See Discretionary Cost)	Steve Richie																																															0	200.00	208.00	216.32	224.97	$ -
Construction Staking QA	Fred Tice, PLS																																															0	200.00	208.00	216.32	224.97	$ -
Inspector (Electrical/Traffic Signal)	Patrick McCard					8							8																																			16	200.00	208.00	216.32	224.97	$ 3,200.00
PRE-CONSTRUCTION SUBTOTAL		**0**	**30**	**15**	**75**	**194**	**22**	**22**	**0**	**22**	**22**	**22**	**140**	**22**	**22**	**22**	**22**	**22**	**54**	**44**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**					**0**	**772**				**$ 223,360.00**
CONSTRUCTION																																																					
Construction Manager/Constructability	Mike Chanl, PE																																															60	325.00	338.00	351.52	365.58	$ -
Resident Engineer/Constructability	James Wilcenski, PE				40	40	40	40		40	40	40	40	40	40	40	40	40																													520	295.00	306.80	319.07	331.83	$ 154,816.00
Structures Representative/Constructability	Tom Loomis, PE																																															0	285.00	296.40	308.26	320.59	$ -
Inspector/Utilities & RR Coordinator	Fernando Tomas, EIT				40	40	40	40		40	40	40	40	40	40	40	40	40																													520	200.00	208.00	216.32	224.97	$ 104,960.00
Inspector	Nathan Norwood, CPII																																															0	200.00	208.00	216.32	224.97	$ -
Office Engineer	Marie Dunne				10	10	10	10		10	12	10	12	10	12	10	10	10																													136	170.00	176.80	183.87	191.23	$ 23,324.00
Scheduler/Estimator/Constructability	Said Najafi				5	5	5	5		8	5	13	5	5	5	5	5	5																													136	285.00	296.40	308.26	320.59	$ 21,831.00
Inspector Utilities (See Discretionary Cost)	Steve Richie																																															0	200.00	208.00	216.32	224.97	$ -
Construction Staking QA	Fred Tice, PLS																																															0	200.00	208.00	216.32	224.97	$ -
Inspector (Electrical/Traffic Signal)	Patrick McCard																																															0	200.00	208.00	216.32	224.97	$ -
CONSTRUCTION MANAGEMENT SUBTOTAL		**0**	**0**	**0**	**95**	**95**	**95**	**95**	**0**	**98**	**97**	**103**	**97**	**95**	**97**	**95**	**95**	**95**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**					**0**	**1372**				**$ 304,931.00**
PROJECT CLOSEOUT																																																					
Principal-In-Charge	Mike Chanl, PE																																															0	325.00	338.00	351.52	365.58	$ -
Resident Engineer/Constructability	James Wilcenski, PE																																															0	295.00	306.80	319.07	331.83	$ -
Structures Representative/Constructability	Tom Loomis, PE																																															0	285.00	296.40	308.26	320.59	$ -
Inspector/Utilities & RR Coordinator	Fernando Tomas, EIT																																															0	200.00	208.00	216.32	224.97	$ -
Inspector	Nathan Norwood, CPII																																															0	200.00	208.00	216.32	224.97	$ -
Office Engineer	Marie Dunne																																															0	170.00	176.80	183.87	191.23	$ -
Scheduler/Estimator/Constructability	Said Najafi																																															0	285.00	296.40	308.26	320.59	$ -
Inspector (Electrical/Traffic Signal)	Patrick McCard																																															0	200.00	208.00	216.32	224.97	$ -
PROJECT CLOSEOUT SUBTOTAL		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**					**0**	**0**				**$ -**
TOTAL		**0**	**30**	**15**	**170**	**289**	**117**	**117**	**0**	**120**	**119**	**125**	**237**	**117**	**119**	**117**	**117**	**117**	**54**	**44**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**					**0**	**2144**				**$ 528,291.00**
																																																				Total Labor	**528,291.00**

Direct Expenses		
Lodging	0 days @ $189/day	$ -
Equipment Rental, overnight mailing costs, CIDH Pile testing, and Supplies	Actual Costs	$ 5,000.00
DIRECT EXPENSES SUB-TOTAL		**$ 5,000.00**

Materials Testing	CEL		$ 10,000.00
Public Outreach Phase I	VSCE		$ 47,700.00
Biological Monitoring(Optional)	Monk & Associates		$ 9,000.00
Source Inspection	CEL		$ -
SUB CONSULTANTS SUBTOTAL			**$ 66,700.00**
		Sub Consultant/Direct Expense Mark-Up	**$ -**
PROJECT TOTAL			**$ 599,991.00**

Notes:

1. Monthly hours for construction inspectors are based upon eight-hour working days times the number of working days that month, with no overtime (OT).
2. Construction Management hours for the utility relocation phase are based on the information provided by City in email dated 11/28/23 on assumptions for Phase 1.
3. Prevailing Wage rates subject to PW adjustments.
4. The above estimate doesn't include any OT hours. However, should OT hours be required due to contractor's schedule, non-exempt employees are subject to OT regulations (Time and half & double time).
5. No consideration for delays due to weather, CCO, R/W, and delay to start and completion of utility relocations.
6. Lodging and meal allowance are based on the current GSA per deim rates.
7. Subconsultants and Direct Costs will be billed at cost plus 10% Markup
8. Field office not included as it will be provided by the City

EXHIBIT C

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

HOURS OF WORK:

A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.

B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

C. The Consultant and its subcontractors shall forfeit as a penalty to the City $25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.

B. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage

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

1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.

4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.

C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.

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

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

D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

E. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Consultant or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

STAFF REPORT

Item D. 5.

DATE	12/14/2023
TO	Honorable Mayor and City Council Members
FROM	Michelle Griese, Lieutenant
SUBJECT	Adopt a resolution to approve an agreement with Forensic Logic LLC, a SoundThinking Company for CrimeTracer software, and approve an amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024

SUMMARY AND RECOMMENDATION

The City of Newark Police Department remains devoted to its commitment to providing our community with exceptional and contemporary investigative services through the utilization of criminal intelligence software. One such system is CrimeTracer, formerly named Coplink. CrimeTracer, a cutting-edge solution, has been integrated seamlessly into investigative processes. Its capabilities transcend conventional methods, offering a suite of tools and features designed to empower the police investigative team and patrol team in their pursuit of solving crime. By harnessing the power of CrimeTracer, the City of Newark Police Department is equipped to conduct thorough and precise analysis, ultimately bolstering the ability to respond effectively to emerging challenges. This platform facilitates personnel in the seamless and efficient execution of their duties, demonstrating a steadfast commitment to the relentless and thorough investigation of criminal matters. Since implementing this platform just three years ago, the Police Department has seen the resolution of many significant cases.

Staff recommends that the City Council increase the Police Department's general contractual services budget for Fiscal Year 2024 by $18,031 to renew the annual agreement with Forensic Logic, LLC, a SoundThinking Company for CrimeTracer criminal intelligence software.

BACKGROUND

Coplink (now CrimeTracer) is a web-based criminal intelligence software system that aggregates law enforcement documents and structured data and provides analytics, mapping, and alerting functions. It is a robust law enforcement search engine and information platform. It empowers law enforcement professionals to conduct searches across agencies throughout the United States using natural language and traditional search terms. This tool grants instant access to vital information, allowing for a judicious balance between crime reduction efforts, community engagement, and

personal safety.

In 2019, Coplink was acquired by the City of Newark using state funding earmarked for strategies to reduce vehicular burglaries. California Assemblymember Kansen Chu successfully secured $3.7 million in surplus funds from the state, which were allocated evenly among Fremont, Milpitas, Newark, San Jose, and Santa Clara. Newark was particularly fortunate to receive $750,000 as part of the grant funding from the Budget Act of 2019 to assist law enforcement agencies with the escalating vehicular burglaries affecting various Bay Area communities. These funds were designated for public awareness initiatives, business outreach efforts, officer overtime, and for technology solutions and equipment aimed at deterring theft. Technology implemented by the City of Newark Police Department included, automated license plate reader cameras, Peregrine Solutions software, and Coplink.

Often, suspects associated with burglary, larceny, and motor vehicle theft travel throughout multiple cities and counties committing crimes. When similar crimes occur within the City of Newark, investigators can utilize Coplink to conduct searches using suspect information. The search conducted within Coplink compares the search criteria to crime and case data accumulated by other law enforcement agencies. Based on the results of the Coplink data search, investigators develop investigative leads.

Within the City of Newark, the crimes of burglary, larceny, and motor vehicle theft continue to increase. The chart below provides crime data from the 2023 Annual Report.

	2019	2020	2021	2022	2022 vs 2021
Burglary	185	206	194	392	102%
Larceny	1093	1000	1110	1352	22%
Motor Vehicle Theft	123	238	277	343	24%

With the increase in property crime trends, it is important that the City of Newark Police Department personnel continue to have access to Coplink as a tool to investigate cases, locate and apprehend suspects, and deter crime.

DISCUSSION/ANALYSIS

In 2023, Coplink's name was changed to CrimeTracer while the company that owned CrimeTracer changed its name from ShotSpotter to Forensic Logic LLC, a SoundThinking company. The City of Newark Police Department's ongoing collaboration with CrimeTracer includes comprehensive support and training, guaranteeing our team's proficiency in utilizing the platform's full potential. All investigative and patrol teams have received training regarding the functions of the system. With the inception of CrimeTracer as an investigative resource and tool, the Newark Police Department investigators have been able to successfully conclude numerous investigations which would have likely gone unsolved without CrimeTracer's capabilities.

One of many cases in which Coplink was used to successfully resolve

multi-jurisdictional crimes, was a series investigated within the first year of Coplink's implementation. Newark Police Department detectives investigated an armed robbery series at convenience stores that occurred in Alameda, San Mateo, and Santa Clara counties. The suspects wore gloves and completely covered their faces to avoid identification by traditional fingerprint or surveillance recording methods. Detectives utilized Coplink to search for information related to a possible vehicle used in the Newark robberies. The Coplink search revealed three individuals tied to an address in San Jose who were involved in robberies in San Jose. This discovery was critical to the case and enabled detectives to locate the vehicle used to facilitate the Newark robberies and to identify the involved suspects. The suspects were eventually charged by the Alameda County District Attorney's Office.

In December 2022, our City unfortunately experienced the tragic murder of one of our residents, an event that reverberated deeply through our community. With the deployment of CrimeTracer, the investigators assigned to this case swiftly identified the perpetrator within a few hours of the incident's reporting, potentially preventing more harm to our community. This remarkable efficiency serves as a testament to the indispensable role that CrimeTracer plays in increasing the safety and security of our community.

With increased criminal sophistication, providing personnel with the most advanced and innovative investigative tools available supports a commitment to employee recruitment and retention as well as improves the efficiency of our current staff. Investigative tools such as CrimeTracer, along with many other technology initiatives, have proven to be a valuable resource to empower employees to do their jobs effectively. Being able to bring investigations to resolution for crime victims promotes a sense of pride in the organization and employee satisfaction.

FISCAL IMPACT

The criminal intelligence software CrimeTracer's annual cost is $18,031 and requires additional funding of $18,031 for Fiscal Year 2024. Staff recommends that the City Council approve a budget amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024, increasing the Police Department general contractual services by $18,031. Further fiscal years funding will be requested during the regular budget process to develop the 2024-2026 Biennial Budget and Capital Improvement Plan and cannot be expended without City Council approval of the budget. This selected vendor is the only supplier of this proprietary item.

REVIEW AND APPROVAL

Prepared by - Michelle Griese, Police Lieutenant
Reviewed by - Gina Anderson, Chief of Police
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

ForensicLogic Resolution
Forensic Logic, LLC, a SoundThinking Company quote number 18472

RESOLUTION NO. XXXXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AN AGREEMENT WITH FORENSIC LOGIC, LLC, A SOUNDTHINKING COMPANY FOR THE CRIMETRACER CRIMINAL INTELLIGENCE APPLICATION; AND APPROVING AN AMENDMENT OF THE 2022-2024 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2024

WHEREAS, the City of Newark has been committed to providing the community with exceptional, state-of-the-art, and contemporary investigative services; and

WHEREAS, the police department is seeking City Council authorization for the City Manager to negotiate and execute an Agreement between the City of Newark and Forensic Logic, LLC, a SoundThinking Company, for the purchase of a one-year subscription software license for CrimeTracer which includes software service, warranty, maintenance support, and training programs; and

WHEREAS, Forensic Logic, LLC, a SoundThinking Company is the sole developer and provider of CrimeTracer criminal intelligence technology specifically for law enforcement provides a portal for police department members to investigate critical cases; and

WHEREAS, pursuant to the Newark Municipal Code Section 3.04.080(B)(1), the purchase of CrimeTracer is exempt from competitive bidding as the City's requirements can be met solely by a single patented article or process or provider.

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

BE IT FURTHER RESOLVED that the City Council of the City of Newark hereby authorizes the City Manager to execute an agreement, in a form approved by the City Attorney, with Forensic Logic, LLC, a SoundThinking Company, in the not-to-exceed amount of $18,031 annually for the procurement of criminal intelligence technology specifically for law enforcement provides a portal for police department members to investigate critical cases.

BE IT FURTHER RESOLVED that the City Council of the City of Newark hereby approves a total appropriation of $18,031 for the purchase of criminal intelligence technology from Forensic Logic, LLC, a SoundThinking Company, for one year which will be funded by the unappropriated fund balance:

	Description	Account	Amount
From:	Unappropriated Fund Balance	110.3000	$18,031

	Description	Account	Amount
To:	Software/Licenses/Subscriptions	110.30.030.300.6150	$18,031

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

CrimeTracer™

Quote

Forensic Logic, LLC, a SoundThinking Company
39300 Civic Center Dr., Suite 300
Fremont, CA 94538-2337

DATE 11/17/2023
Quote # 18472
Customer ID Newark, CA

Quote For:
Lt. Michelle Griese
michelle.griese@newark.org
(510) 578-4986

Quote For:
Newark Police Department
37101 Newark Boulevard
Newark, CA 94560

Quote valid until: 1/1/2024
Prepared by: N Drake

Comments or Special Instructions:
Renewal of CrimeTracer* (formerly Coplink X) Annual Subscription Services for an additional one-year term (July 1, 2023 through June 30, 2024).

SALES DIRECTOR:	Nancy Drake	TERMS:		Net 30
QUANTITY	**DESCRIPTION**	**PRICE**	**TAXABLE?**	**AMOUNT**
1	Annual CrimeTracer Subscription Services for 07/01/2023 through 06/30/2024.	$18,031		$18,031
			SUBTOTAL	$18,031
			TAX RATE	
			SALES TAX	$0
			OTHER	$0
			TOTAL	$18,031

A Renewal Order Form will be issued for signature no later than 30 days prior to the expiration date.
An invoice will be issued once we receive the signed Renewal Order Form and a PO (if applicable).

If you have any questions concerning this quote, please contact
Nancy Drake - Account Manager at 520.437.3823 or ndrake@soundthinking.com

*CrimeTracer is offered by Forensic Logic, LLC, a wholly owned subsidiary of SoundThinking, Inc.

SOUNDTHINKING™ for greater public safety™

SafetySmart™ PLATFORM

STAFF REPORT

Item D. 6.

DATE	12/14/2023
TO	Honorable Mayor and City Council Members
FROM	Ed Miranda, Information Technology Director/CIO
SUBJECT	Adopt a resolution approving the Second Amendment to the Contractual Services Agreement with ClientFirst Consulting Group, LLC for technology consulting services

SUMMARY AND RECOMMENDATION

ClientFirst Technology Consulting provides information technology services and advisory expertise to the City. The existing Contractual Services Agreement (CSA) is almost fulfilled, and additional funds are needed to extend their services. Staff recommends that the City Council, by resolution, approve the Second Amendment to the CSA with ClientFirst Technology Consulting Group, LLC, to complete in-progress projects and provide additional services.

BACKGROUND

The City has relied on professional consultants to provide services and experience that City staff are unable to provide, such as technical information technology (IT) services. In April 2022, the City entered into a Contractual Services Agreement (CSA) with ClientFirst Technology Consulting, LLC (CTC) in the amount of $49,470 to provide temporary professional information technology services in order to continue meeting the IT needs of the City. Because of CTC's above satisfactory performance and the City's continued need, in October 2022, the CSA was amended to increase the not-to-exceed compensation to $129,150 to continue and expand the scope of services. Work completed to date includes technical expertise on a variety of projects, such as implementation of Microsoft 365, and initial work on a Technology Master Plan, including hardware and software inventories, staff interviews and resource assessments. While working through the Plan, other important projects surfaced that require assistance. Based on continued above satisfactory performance and familiarity with our systems, CTC is the most cost-effective choice to complete the Technology Master Plan and other identified IT projects requiring technical assistance.

DISCUSSION/ANALYSIS

CTC has made significant progress on developing the City's first Technology Master Plan (Plan). To ensure the Plan is a valuable comprehensive planning document for the City's technical needs, additional work such as completion of assessments and departmental committee workshops are required. In addition to Plan completion, three major projects are in progress in which CTC can provide expertise and supplement staff resources. These projects include preparing bid packages in order to release Requests for Proposals for a citywide telecommunications system, telecommunications carrier, and building security camera and building access management system. The bid packages require extensive design work, specialized knowledge, and/or personnel resources beyond staff capacity. After completion of the proposal process, project management services are also needed during implementation of the telecommunications projects. Based on the strategic and technical assistance CTC has provided to date, CTC can provide the customer service, expertise, and quality work product required to complete the Plan and bid packages.

FISCAL IMPACT

The amount required for the scope of services included in the second amendment is $162,385. This would increase the CSA total not-to-exceed amount to $291,535. An amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan appropriating $162,385 from unappropriated fund balance for Fiscal Year 2024 is needed. To enable flexibility and for continuity in the progress of the Technology Master Plan, staff recommends approval for carrying forward any used appropriations until completion of performance of services under the terms of the CSA.

REVIEW AND APPROVAL

Prepared by - Edwin Miranda, CIO / IT Director
Reviewed by - Lenka Hovorka, Assistant City Manager
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

877_Resolution_ClientFirst_Consulting_Services_Revised.

ClientFirst - C22012 Second Amendment

ClientFirst - C22012 Second Amendment Exhibit A

ClientFirst Agreement - CC22012

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AMENDMENT NO. 2 TO THE CONTRACTUAL SERVICES AGREEMENT WITH CLIENTFIRST CONSULTING GROUP, LLC TO PROVIDE PROFESSIONAL INFORMATION TECHNOLOGY SERVICES AND AMENDING THE 2022-2024 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2024

WHEREAS, on April 22, 2022 the City executed Contractual Services Agreement No. C22012 (the "Agreement") with ClientFirst Consulting Group, LLC (the "Consultant") to provide professional information technology services; and

WHEREAS, on October 7, 2022 the Parties amended the Agreement to increase the not-to-exceed compensation to One Hundred Twenty-Nine Thousand One Hundred Fifty Dollars ($129,150) for additional services; and

WHEREAS, pursuant to Section 18 of the Agreement entitled, "Term/Termination" the City elects to extend the Agreement until the completion of performance of services hereunder by the Consultant; and;

WHEREAS, the City finds that the amended scope of services described in the Agreement continue to be necessary and desires to amend the Agreement to increase the not-to-exceed amount to fund the existing scope of services and additional project services.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby authorizes the City Manager to execute the second amendment to the Contractual Services Agreement with ClientFirst Consulting Group, LLC, in a form approved by the City Attorney, to provide technical information technology services assistance and to increase the not-to-exceed amount of the Agreement, as amended by the Second Amendment, by $162,385 for a total not-to-exceed amount of $291,535.

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 $291,535.

BE IT FURTHER RESOLVED that the City Council does hereby authorize an amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan appropriating $162,385 as follows:

TO:	110.21.021.200.6220	PROFESSIONAL SERVICES	$162,385
FR:	110.3000	UNAPPROPRIATED FUND BALANCE	$162,385

SECOND AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND CLIENTFIRST CONSULTING GROUP, LLC FOR CONSULTING SERVICES

This Second Amendment to the Contractual Services Agreement between the City of Newark, a municipal corporation, ("City") and ClientFirst Consulting Group, LLC, dba ClientFirst Technology Consulting, ("Consultant"), (together referred to as the “Parties”) as of April 22, 2022.

RECITALS

WHEREAS, the Parties executed Contractual Services Agreement No. C22012 (the "Agreement") and First Amendment to the Contractual Services Agreement to perform the services generally including: information technology management and advisory expertise; and

WHEREAS, Section 27, Modification, 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 desire to extend and amend the Agreement effective December 14, 2023; and

WHEREAS, the Parties desire to amend Exhibit A to include additional technology consulting services; and

WHEREAS, the Agreement provides a not to exceed compensation of One Hundred Twenty-Nine Thousand One Hundred Fifty Dollars ($129,150.00); and

WHEREAS, the total cost of the additional services are not-to-exceed One Hundred Sixty-Two Thousand Three Hundred Eighty-Five Dollars ($162,385.00).

NOW, THEREFORE, the Parties hereby agree as follows:

1. Section 3. "Not to Exceed" Compensation, of the Agreement is amended to increase the combined total of compensation and costs payable under the Agreement by One Hundred Sixty-Two Thousand Three Hundred Eighty-Five Dollars ($162,385.00) from One Hundred Twenty-Nine Thousand One Hundred Fifty Dollars ($129,150.00) to Two Hundred Ninety-One Thousand Five Hundred Thirty-Five Dollars ($291,535.00).

2. Exhibit A, Services is amended to include additional Technology Consulting Services as described in the Scope and Approach and Fee Summary 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 BENOUN
CITY MANAGER

ATTEST:

SHEILA HARRINGTON, CITY CLERK

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
CITY ATTORNEY

ClientFirst Technology Consulting

DAVID KROUT

Appendix 1: Work Plans

Technology Master Plan

Step	Technology Master Planning	Total Billable Hours	David	Tom J.	Janet
Project Coordination					
1	Overall Project Coordination	20	4	4	12
Phase 1: Project Initiation					
2	Develop Questionnaires/Information Requests.		Complete	Complete	Complete
3	Project Organization and Kick-Off Meeting with City Project Manager and Key Personnel		Complete	Complete	Complete
4	Obtain and Review Background Information and Preparation.		Complete	Complete	Complete
Phase 2: Needs Assessment					
5	***Department Interview Workshops***		Complete	Complete	Complete
6	***IT Infrastructure, Operations, and Staffing Reviews Related to Department Applications and Support***	4		4	
7	***Documentation***				
	Summarize Findings and Observations.	12	Complete	Complete	12
Phase 3: Research and Preliminary Plan Development					
8	Develop Preliminary Initiatives, Findings, Alternatives, and Recommendations.	58	6	20	32
9	Develop Project Initiatives Capital Budget.	10	4	4	2
10	Develop Preliminary Assessment Report.	12	2	2	8
Phase 4: Planning and Prioritization Workshops					
11	Develop Workshop Materials.	12	4	4	4
12	Workshops - Departments and Project Team	4	4		
13	Prioritization Workshops - Project Committee	4	4		
14	Workshops - Technology	4		4	
15	Workshops - Executive Management	8	4	4	
16	Revisions	12	2	2	8
Phase 5: Final Report and Presentations					
17	Develop Key Strategies, Goals, and Objectives.	4	2	2	
18	Develop Final Report and Supporting Documentation.	16	4	4	8
19	Develop Presentation Materials.	6	2	2	2
20	City Management Presentation	4	2	2	
21	City Council Presentation	4		4	
	Hours by Consultant	194	44	58	88
	Rate		$225	$225	$190
	Fees	$39,670			
	Travel and Related Expenses	$1,500			
	Total Cost (Not-to-Exceed)	**$41,170**			

IT Strategic Assistance

Step	IT Strategic Assistance	Total Hours	David/ Tom J.
1	Ongoing advisory consulting services	44	44
	Hours	44	44
	Rates		$225
	Total Fees	$9,900	$9,900
	Expenses	$0	
	Total Investment	**$9,900**	

Telecommunications Consulting

Steps	Telecommunications Consulting	Total Hours	Tom W.	Marcia	Aaron
Phase 1: Telecom System Operational Needs Assessment, RFP Development, and Competitive System Selection					
1	Develop formal RFP for communications system	16	12	2	2
2	Develop Carrier - WAN and Internet RFP Document and Pricing Sheet	14	2	12	
3	Work with the City to release RFP to Vendors	2	2		
4	Assist City in pre-proposal question and answer	6	6		
5	Review and evaluate vendor proposals and configuration	35	10	24	1
6	Prepare a comparison of Telecom vendor responses	6	4	2	
7	Prepare a comparison of WAN Vendor Responses	5	1	4	
8	Conduct Telecom System vendor review findings workshop	6	4	2	
9	Coordinate Telecom System finalist vendor demonstrations (if needed)	6	6		
10	On-site attendance for up to 3 Telecom System Finalist demonstrations.	16	16		
11	Tally Telecom System demonstration scores - add to selection decision matrix	3	1	2	
12	Develop a report of Telecom System findings and recommendations	2	2		
13	Present findings and recommendations	2	2		
	Hours	119	68	48	3
	Rates		$205	$185	$185
	Phase 1 Fees	$23,375			
	Expenses	$1,500			
	Total Project	**$24,875**			

Telecommmunications Implementation Project Management

Step	Telecom Implementation Project Management	Weeks	Total Hours	Tom W.	Marcia	Aaron
1	Project Management and Planning Meetings					
	Project Management Meetings and Coordination	16	48	1	1	1
2	Project Definition and Schedule Creation					
	Contract Negotiation		4	4		
	Work with team to establish milestone schedule		3	1	1	1
	Work with team to establish detailed phone implementation schedule		1		1	
3	Finalize Data Network Design					
	WAN Project Management		24			24
	Existing Network to be used. No review needed					
4	Monitor/Coordinate Telecom Services Carriers Implementation					
	Plan and Coordinate the listing of the existing telecom lines, numbers, and services		8	2	6	
	Dial Plan development, coordinate the implementation of the new SIP/internet Trunking services carrier, DID Number Port planning and coordination		18	2	16	
5	Detailed Station Review, Call Flow Process and Design, and Documentation					
	Assist with planning schedule		1		1	
	Conduct detailed station review process for each department. Develop Visio Call Flow Documentation for each department, provide documentation to departments for approval, and provide documentation to selected vendor for system programming. This process also includes the inclusion of connectivity for fax machines, paging systems, door closures, gates, etc.		42	2	40	
6	Participation in E911 Design					
	E911 location information		28	4	24	
7	Participation in Automated Attendant Design					
	Automated attendant					
8	Monitor and Audit Staff and Administrative Training		5	1	4	
9	Cutover and Operational Testing					
	Testing Plan Review		1		1	
	Monitor vendor testing		1		1	
10	Reconcile the Final Billing from Vendors (Equipment and Carriers)		8	4	4	
11	Conduct 30-Day Operational Review for Acceptance		2	1	1	
		Hours	194	37	116	41
		Rates		$205	$185	$185
		Total Fees	$36,630			
		Expenses	N/A			
		Total Expenditure	**$36,630**			

Video Surveillance Bid Assistance

Step	Video Surveillance Bid Assistance	Total Hours	Tom J.	Craig	Aaron	Drafting	Doc Team
Phase 1: Bid Development							
0	Facility walk-through: Confirm camera, card reader & panic button locations. Verify pathways and wireless requirements for connectivity. Identify tele/data closet locations Silliman Center.						
1	Document information gathered from facilities walk-through and requirements.	28	4	24			
2	Merge City Bid template with ClientFirst security systems Bid specification template.	6			2		4
3	Customize Bid language to meet City needs.	22		8	12		2
4	ClientFirst to produce final camera locations over scanned base sheets, CAD drawings or evacuation PDFs. ClientFirst to add notes and finalize as Bid exhibits. City to provide locations of existing cameras and door access control.	54		40		12	2
5	Tele/data closet design, pathway design and detail drawings. Rack elevations responsibility of City.	22	2	16		4	
6	ClientFirst to document cable runs and wireless mounting for camera, card reader, panic button connectivity.	12		8		4	
7	ClientFirst to review design with City and modify as appropriate. City responsible for network switching, new equipment placement, power and HVAC for equipment.	8		4	4		
8	Expand provided bid language to include design narrative. Include alternate bid to replace existing systems with single enterprise system.	20		8	12		
9	Create Bill of Material based on preferred vendor(s) equipment.	20		8	12		
10	Create an Engineer's Estimate of total project cost	10	2	8			
11	Finalize Bid, including schedule and language. Review with City and modify per the City requests.	4	1	1	2		
12	City to issue Bid.						
Phase 2: Bid Assistance							
13	ClientFirst to attend walk-through. City staff to document questions/answers from walk-through.	12		12			
14	City to receive questions and distribute to ClientFirst for written answers as appropriate.	14	2	12			
15	Reviewing pricing and develop scoring/pricing matrix, including Total Cost of Ownership.	8		2	6		
16	Validate lowest bid is qualified and capable of completing work timely.	4		4			
17	Review proposals and low bid with City	4		2	2		
18	Validate and review bid with lowest bid respondent and qualified vendor.	2		2			
	Total Hours	250	11	159	52	20	8
	Billing Rates		$225	$205	$185	$150	$75
	Total Estimated Consulting Fees	$48,290					
	Expenses	$1,500					
	Total Project Costs	**$49,790**					

Fee Summary

Technology Consulting Services	Total Hours	David	Tom J.	Craig	Janet	Aaron	Tom W.	Marcia	Drafting	Doc Team
Technology Master Planning	194	44	58		88					
IT Strategic Assistance	44	22	22							
Telecommunications Consulting	119					3	68	48		
Telecom Implementation PM	194					41	37	116		
Video Surveillance Bid Assistance	250		11	159		52			20	8
Billing Rates		$225	$225	$205	$190	$185	$205	$205	$150	$75
Total Consulting Fees	$157,865									
Expenses	$4,500									
Total Project Costs	**$162,365**									

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FIRST AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND CLIENTFIRST CONSULTING GROUP, LLC FOR CONSULTANTS

This First Amendment to the Contractual Services Agreement between the City of Newark, a municipal corporation, ("City") and ClientFirst Consulting Group, LLC, dba ClientFirst Technology Consulting, ("Consultant"), (together referred to as the "Parties") as of April 22, 2022.

RECITALS

WHEREAS, the Parties executed Contractual Services Agreement No. C22012 (the "Agreement") to perform the services generally including: information technology management, and advisory expertise to the City and the IT Department; and

WHEREAS, Section 27, Modification, 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 desire to extend and amend the Agreement effective October 7, 2022; and

WHEREAS, the Parties desire to amend Exhibit A to add additional IT Infrastructure Assistance; and

WHEREAS, the Agreement provides a not to exceed compensation of Forty-Nine Thousand Four Hundred Seventy Dollars ($49,470.00); and

WHEREAS, the total cost of the additional services are not to exceed Seventy-Nine Thousand Six Hundred Eighty Dollars ($79,680.00).

NOW, THEREFORE, the Parties hereby agree as follows:

1. Section 3. "Not to Exceed" Compensation, of the Agreement is amended to increase the combined total of compensation and costs payable under the Agreement by Seventy-Nine Thousand Six Hundred Eighty Dollars ($79,680.00) from Forty-nine Thousand Four Hundred Seventy Dollars ($49,470.00) to One Hundred Twenty-nine Thousand One Hundred Fifty Dollars ($129,150.00).

2. Exhibit A, Services is amended to add Additional IT Infrastructure Assistance as described in the Scope and Approach and Fee Summary attached hereto and incorporated herein by reference.

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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

DocuSigned by:
David Benoun
075767B2C2304C4...

DAVID J. BENOUN
CITY MANAGER

ClientFirst Technology Consulting

DocuSigned by:
DAVID KROUT
42F68BA6DC69478...

DAVID KROUT
Managing Partner

ATTEST:

DocuSigned by:
Sheila Harrington
AD90989DBABE45E...

SHEILA HARRINGTON, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:
kristopher J. kokotaylo
ABFC8AF5G9714E4...

KRISTOPHER J. KOKOTAYLO
CITY ATTORNEY

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September 1, 2022

Ms. Lenka Hovorka
Assistant City Manager
City of Newark
37101 Newark Blvd,
Newark, CA 94560

Re: Proposal for Additional IT Infrastructure Assistance

Dear Ms. Hovorka:

ClientFirst Technology Consulting is pleased to provide the City of Newark with this proposal for additional IT infrastructure consulting assistance. We value the confidence you have placed in us.

ClientFirst has been providing IT engineering, project management and overall management assistance on an interim basis until a new IT Director is appointed. Once the new IT Director's onboarding is complete, management related consulting needs will decrease significantly. It has become apparent that IT network and server engineering expertise will be required at least until staff Analyst positions are filled. IT Analyst positions were posted recently, with an expectation of onboarding in approximately four months.

Scope and Approach

When requested, we propose to do the following major tasks, which will result in an improved data network that is based on cybersecurity and network configuration best practices:

- **Continue Recommended Firewall Changes** – An assessment of existing firewall rules was completed recently, necessary improvements are scheduled over the next few months.
- **Replace Obsolete or Non-Standard Network Equipment** – A preliminary network inventory has uncovered network components that do not meet City standards. These devices should be replaced as soon as possible.
- **Determine Additional Cybersecurity Enhancements** – Optimize traffic routes, expand the use of virtual local area networks, completely separate Police Department and City Hall networks, and add cybersecurity capabilities per best practices.
- **Assist Staff in Resolving IT Issues** – Work with staff to resolve complex or high priority IT infrastructure related issues.
- **Advise or Plan for Improvements** – Work with staff to make recommendations and advise management and staff on Best Practices and improvements.
- **Implement IT Infrastructure Improvements** – Implement IT infrastructure improvements as directed.
- **Update Documentation** – Update network documentation and review with City staff as a part of a knowledge transfer.

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Fee Summary

Our fees are based on the time spent on a project at our standard rates. Our standard billing rates for these types of services are based on the type and level of the assigned consultants' skill sets. However, we have discounted our rates for this engagement. We do not anticipate any travel-related expenses. Other reimbursable items for IT support may include relatively small hardware, which will only be purchased after consulting with the City of Newark and obtaining written approval.

Summary Rates	
Consultant Level	**Hourly Rate**
Administrative Staff	$ 65
IT Technician and Senior Technician	$ 95
Network Engineer/Consultant/Project Manager	$ 175
Senior Network Engineer/Senior Consultant	$ 185
Specialized Senior Consulting – Director Level	$ 195
Partner	$ 205

Senior Network Engineering along with some Project Management related work are expected to include the majority the proposed work effort. Specialized Senior Consulting – Director Level includes team leads in telecommunications, structured cabling, and applications (ERP, land management, CAD/RMS) subject matter experts. Partner includes the two partners in the firm.

Below is a summary of the proposed work effort for this engagement. We expect to provide detailed invoices on a time and materials basis as a part of this engagement.

Step	Additional IT Infrastructure Assistance	Total Hours	Weeks	Tom	Aaron	Michael
1	Ongoing Assistance - Network	312	26			12
2	Ongoing Assistance - IT Project Management	60	12	1	4	
3	IT Director - Onboarding and Strategic Planning	20	1	20		
4	Policies and Procedures (Cybersecurity & D/R)	40	1		40	
	Hours	432		32	88	312
	Rates			$205	$175	$185
	Fees	$79,680		$6,560	$15,400	$57,720
	Expenses	N/A				
	Total Investment	**$79,680**				

Project Start

We can begin the initial activities related to this project, such as project coordination and scheduling, within 1-2 weeks of finalizing an agreement regarding this proposal.

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Scope Changes and Management

Alternative scope changes and fee adjustments are possible and are dependent on specific project needs and staff resources and capabilities. Minor changes to the scope and methodology stated above will not result in a change in our fees.

If the nature or scope of our work should change significantly during the project, we will discuss such matters and their effect on our fees and obtain written approval before proceeding.

Payment Terms

We invoice monthly as work proceeds. ClientFirst will provide detailed accounting of all consulting time and expenses on the invoice. Payments are due within 45 days of receipt, via check or ACH.

Additional Services/Purchases by Other Seeking Public Agencies

ClientFirst acknowledges that other public agencies may seek to "piggyback" under the same terms and conditions of a resulting similar services contract and/or purchases being offered in this contract or proposal. ClientFirst agrees to extend the same pricing, terms, and conditions as stated in this contract or proposal to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make payment, and be liable directly to ClientFirst. The agency shall in no way be involved or responsible to ClientFirst for other entities' purchases.

If you have any questions, feel free to contact me at 951.739.7989 or via email at tjakobsen@clientfirstcg.com for additional information. We appreciate the continued opportunity of serving the City of Newark.

Sincerely,

Tom Jakobsen
Senior Partner
IT Support and Infrastructure Practice Leader

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Qualifications

Our consultants have been assisting local governments with innovative technology solutions with ClientFirst for 18 years, bringing with them many more years of experience in this field. Our risk-averse technology planning and the quality of service we provide our clients have resulted in numerous long-term business relationships. We are confident that no other consulting firm focusing on local governments offers the wide range of IT services that we do.

Government Technology

Focusing on local governments means that we understand the unique needs, processes, protocols, and political nuances involved in the industry. This **understanding and experience** ensures that our strategies and recommendations are practical in all respects. Our management team's career experience includes over 3,000 projects for more than 500 local government agencies.

Local Presence and Practice Locations

We have a local presence with extensive experience in California. ClientFirst is a national firm, with practices located in California, Illinois, Texas, and North Carolina.

Corona, CA

Schaumburg, IL

San Antonio, TX

Charlotte, NC

Business Management Approach

We understand that not all government executives are versed in the latest technology issues and opportunities. Therefore, our approach and deliverables provide a business-management perspective that **allows the layperson the ability to understand the technology issues, strategies, and potential solutions required to make more informed business decisions.**

Practical Recommendations

We believe in using technology as a tool to meet the agency's business objectives; we do not apply technology just for technology's sake. We are serious in our quest to provide clients with practical solutions that meet their individual requirements. Sometimes the proper solution includes cutting-edge technology. However, a cost-effective and practical solution using proven technology is often the most beneficial.

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True Independence

ClientFirst believes in practicing **true independence**. We do not resell products, nor maintain relationships that would result in any add-on profit margins or referral fees. Our interest is in **putting the client first** by finding optimum solutions (i.e., the greatest value at lowest competitive cost) to meet their needs.

National Recognition

Our consultants are recognized nationally for their work by many of the industry's leading vendors. They appreciate the fairness and objectivity we demonstrate when dealing with their organizations.

Industry Recognition

CIO Review

ClientFirst has been featured in *CIO Review* as one of the "20 Most Promising Government Technology Solution Providers".

CIOReview

20 Most Promising Government Technology Solution Providers

ClientFirst Technology Consulting

Bringing Innovation, Optimization, and Measurement to Local Government

National Speakers

ClientFirst personnel have conducted educational sessions at national and local conferences such as CSMFO, MISAC, and GFOA, among others.

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Diversified Experience

We have **extensive experience with a wide variety of organizations and technology and processing environments**. In addition, we have significant market knowledge regarding software and hardware providers and are well informed with respect to vendor and industry developments.

Integrated Technology Solutions Groups

Whatever the agency's technology needs are, we offer a unique combination of experts in their given disciplines who can guide technology decisions, planning, implementation, and management, chosen according to the specific needs of each project, working as an integrated team to **provide end-to-end consulting and support services**.

CLIENTFIRST Integrated Technology Solutions Groups

IT SERVICES & OPERATIONS
- Technical Services
- Help Desk
- Managed Services

IT INFRASTRUCTURE
- Networking
- Servers
- Data Centers
- Disaster Recovery
- Security

MANAGEMENT CONSULTING
- Technology Planning
- IT Assessments
- Process Improvements
- Contract Negotiations
- Project Management
- Technology Governance

APPLICATIONS CONSULTING
- Business Process Review
- Software Selection
- Implementation Assistance

ECMS
(Enterprise Content Management)
- Needs Assessment
- Business Process Review
- System Selection
- Planning
- Implementation Oversight

GIS
- Assessment & Planning
- Design
- Data Management
- Development
- Mapping

TELECOM
- Bill Audits
- Strategic Planning
- VoIP
- Design
- RFP/Procurements
- Carrier Services
- Call Centers

STRUCTURED CABLING
- Assessment and Certification
- CADD Design & Layout
- Vendor Selection
- Project Management
- Documentation

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Integrated Technology Services

IT Services and Operations

IT Technical and Managed Services

- On-Site or Remote Support
- Inventory and Licensing Management
- Network, Server, Selection, Implementation, Configuration, and Management
- Security Systems Support
- Remote Systems Monitoring

IT Staffing/Augmentation

- IT Staffing Needs Assessment and Operational Reviews
- Interim IT Management
- Supplemental IT Management Staffing

IT Infrastructure

Networking and Servers

- Assessment, Design, and Installation
- Replication and Redundancy Strategies
- Virtualization
- Cloud Computing
- Wireless
- Data Center Design

Disaster Recovery

- Risk Assessment and Business Impact Analysis
- Disaster Recovery Planning
- Hot-Site and Recovery Services Evaluation
- Storage Area Networking
- Backup Strategies and Design

Cybersecurity

- Assessment and Planning
- Applications and Hardware Security
- Cybersecurity Review
- Security Policy and Control Development
- Intrusion Testing
- Workshops and Training
- Compliance: NIST, NCCoE, PCI, CJIS, NEA/FERC

Structured Cabling System Design

- Assessment and Certification
- CADD Design and Layout
- RFP / Vendor Selection
- Project Management
- Documentation
- Fiber-Optic Network Design

Management Consulting

- Technology Strategic/Master Planning
- IT Assessment
- IT Staffing Assessment
- Process Improvement
- Procurement Assistance
- Contract Negotiation
- Project Management
- IT Governance Seminars

GIS

- Assessment and Planning
- Design
- Data Management
- Development
- Mapping

Applications Consulting

Business Process Review

- Business Case Analysis
- Assessment and Recommendations
- Process Analysis and Improvement

Software Selection

- Feature / Function Requirements
- Implementation Risk Assessment
- Change Management
- RFP Development
- Vendor Analysis and Evaluation
- Demonstration Facilitation
- Contract Review and Negotiation
- Implementation Project Management
- Ad Hoc Report-Writing Assistance

Telecommunications Consulting

- VoIP Readiness Review
- Systems Evaluation, Design, Specifications, and RFP Development
- Bill Audits (Cost Analysis and Negotiation)
- Telecom Expense Management (TEM)
- Credit / Refund Requests
- Strategic Planning
- Project Management
- Carrier Services Cost Analysis
- Operational and Workflow Reviews
- System Selection and Contract Negotiations

ECMS

- Needs Assessment
- Business Process Review
- System Selection
- Planning
- Implementation Oversight

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Areas of Expertise

The consultants assigned to this engagement have direct experience in a broad range of products and services.

ClientFirst has such a broad and well-rounded experience with cities that they already have a good idea of what will or won't work. Other vendors we have worked with don't have this depth of experience and suggest solutions that are unrealistic in a city government environment.

— IT Director
CA Municipality

IT Operations / Technical Services Experience

- Technical Services
- 24/7 On-Call
- PC Break-Fix Services
- Routers and Switches
- Server Installation, Configuration and Troubleshooting
- On-Site or Remote Services
- Network Troubleshooting and Configuration
- Security Systems Support
- Managed Services
- Network Management
- Event Monitoring
- Patch Management
- Inventory Management
- Licensing Management
- Software Distribution
- Remote Network and Desktop Monitoring

Telecom Experience

- Systems Evaluation and Assessments
- Telecommunications System Management
- Voice and Data Cable Infrastructure Design and Engineering
- LAN/WAN Assessments, Design, Procurement, and Implementation
- VoIP (Voice-over-Internet Protocol) Readiness Reviews and Assessments
- Telecom Billing Audits and Cost Reviews
- Strategic IT and Telecommunications Planning
- Systems Design and Alternative Analysis
- Business Continuation Planning and Disaster Recovery Planning
- Call Center Planning and Operational Design
- Competitive System and Vendor Selection
- Project Management and Implementation

Department Area Experience

- Council
- Administration
- Building and Safety
- City Clerk
- Finance
- Fire
- Library
- Utility Billing
- Customer Service/Call Centers
- Payroll
- Human Resources
- Planning
- Police
- Purchasing
- Public Works
- Parks and Recreation
- Engineering
- Geographic Information System (GIS)
- Water
- Waste Water
- Sanitation
- Field Operations
- Laboratories
- Environmental Services
- Facilities
- Treatment Plants
- Fleet Management
- Engineering
- Warehousing
- SCADA
- Information Systems

Application Area Experience

- General Ledger
- Budgeting
- Project Accounting
- Grant Accounting
- Cash Receipts
- Purchasing and Receiving
- Bids Management
- Contract Management
- Accounts Payable
- Fixed Assets
- Loans
- Special Assessments
- Financial Reporting
- Business Licensing
- Applicant Tracking
- Human Resources
- Employee Self-Service
- Benefits Tracking
- Time and Attendance
- Payroll
- CIS and Utility Billing
- Customer Service / Call Centers
- Backflow
- Service Orders
- Work Orders / Preventative Maintenance
- Inventory and Fleet Management
- Planning, Permitting, Inspection and Code Enforcement
- Land/Parcel/Address Management
- Computer-Aided Dispatch (CAD)
- Records Management
- Mobile Computing
- Citizen Request Management (CRM)
- Geographic Information System (GIS)
- Adjudication
- Citation Management
- Database Management

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Consultants' Collective Experience

We understand that the experience of the individual consultants is a significant factor in hiring a firm to conduct the project on your behalf. Our consultants have extensive public-sector experience in their respective careers, including projects with the following agencies:

California
City of Albany
City of Azusa
City of Big Bear Lake
City of Brentwood
City of Brisbane
City of Burbank
City of Calabasas
City of Camarillo
City of Carlsbad
City of Chico
City of Chino
City of Clovis
City of Colton
City of Corona
City of Coronado
City of Downey
City of Dublin
City of Escondido
City of Foster City
City of Glendora
City of Healdsburg
City of Hemet
City of La Habra
City of La Puente
City of Laguna Niguel
City of Larkspur
City of Lathrop
City of Lomita
City of Menlo Park
City of Mission Viejo
City of Montclair
City of Murrieta
City of Pacifica
City of Pacific Grove
City of Palm Desert
City of Palmdale
City of Piedmont
City of Pismo Beach
City of Port Hueneme
City of Rancho Cucamonga
City of Rancho Mirage
City of Redlands
City of Rialto
City of Rohnert Park
City of Rosemead
City of Sacramento
City of San Clemente
City of San Gabriel
City of San Jacinto
City of San Pablo
City of San Rafael
City of Seal Beach
City of Sierra Madre
City of Simi Valley
City of South Gate
City of South Pasadena
City of South San Francisco
City of Tustin
City of Upland
City of Vacaville
City of West Covina
County of Butte
County of Mariposa
County of Mendocino
County of Riverside
County of San Bernardino
County of Tuolumne
County of Yolo
Town of Danville
Town of Hillsborough
Town of Truckee
Town of Yucca Valley
CA-NV American Water Works Association
Castaic Lake Water Agency
Castro Valley Sanitary District
Cucamonga Valley Water District
Glendale Water and Power
Hayward Area Recreation and Park District
Irvine Unified School District
Jurupa Community Services District
Livermore Area Recreation and Park District
Midpeninsula Regional Open Space District
Newhall County Water District
Piedmont Police and Fire
Ramona Municipal Water District
Rincon del Diablo Municipal Water District
Rosamond Community Services District
San Bernardino Municipal Water
San Mateo Fire District
San Marino Unified School District
Southern California Coastal Water Research
Sweetwater Authority
Walnut Valley Water District
West County Waste Water District
Western Municipal Water District
Colton Joint Unified School District
Irvine Unified School District
Lake Elsinore Unified School District
Menifee Unified School District
Mesa Water District
Mountain View School District
Romoland School District
West Covina Unified School District
Ohlone Community College
San Jose Community College
University of California Berkeley
University of California San Francisco
UCSF Medical Center
Stanislaus Council of Governments
Mechoopda Indian Tribe

Alabama
City of Pelham

Arizona
County of Maricopa

Connecticut
City of Bristol
City of New Haven
Groton Police and Communications Dispatch
Town of Groton

Florida
City of Cape Coral
City of Deerfield Beach
City of Dunedin
City of Fort Lauderdale
City of Pompano Beach
City of Port St. Lucie
City of Riviera Beach

Idaho
City of Sandpoint

Illinois
City of Bloomington
City of Champaign
City of Countryside
City of Crystal Lake
City of Highland Park
City of Joliet
City of Lake Forest
City of Moline
City of Morton Grove
City of Naperville
City of Oakbrook Terrace
City of Orland Park
City of Prospect Heights
City of Rockford
City of Rock Island
City of St. Charles
City of Waukegan
City of Wood Dale
County of DuPage County
County of Peoria County
County of Sangamon County
County of Winnebago County
Village of Arlington Heights
Village of Cary
Village of Glencoe
Village of Kenilworth
Village of Lake Barrington
Village of Libertyville
Village of Lincolnwood
Village of Matteson
Village of Norridge
Village of Northbrook
Village of Northfield
Village of Oak Brook
Village of Oak Park
Village of Oswego
Village of Palos Park
Village of River Forest
Village of Riverside
Village of Westmont
Village of Wheeling
DuPage County Health Dept.
Batavia Public School District
Central Community Unit School District 301
Champaign County Forest Preserve District
Civitas Schools
Community High School District 99
Community Unit High School District 205
Community Unit School District 300
Community Unit School District 308
Consolidated High School District 230
Consolidated School District
Gower School District
Hampton School District 29
Harlem School District 122
Harrison School District 36
Harvard Community Unit School District
Harvey School District 152
Hinsdale Township High School District 86
Indian Prairie Community Unit School District 204
J. Sterling Morton High School District 201
Lake Zurich Community Unit School District 95
Mount Prospect School District 57
Naperville Community Unit School District 203
Naperville Park District
Norridge Park District
Oswego School District 308
Pace Suburban Bus Division
Park Ridge Schools
Port Byron Central School District
Posen-Robbins SD 143.5
Prospect Heights School District
Riverside Public School District 96
Rockford Public Library
Rock River Water Reclamation District
Sherrard Community Schools
St. Charles School District
Sunset Ridge School District
Township High School District 214
Wheaton-Warrenville School District 200
Winnetka Public Schools District 36
Lake Forest College
Lincolnwood Public Library
Oak Park Library
Oswego Library District
Park District of Highland Park

Indiana
The University of Notre Dame
Indianapolis Public Library
Indianapolis Public Schools

Iowa
City of Ankeny
City of Bettendorf
City of Burlington
City of Cedar Rapids
City of New Hampton
City of West Des Moines
County of Johnson
County of Linn
State of Iowa
Burlington Community School District
Cedar Rapids Community School District
Davenport School District
Diocese of Davenport Catholic Schools
Dubuque Community School District
Knoxville Community School District
Mason City School District
North Scott School District
Des Moines Area Community College
Cedar Falls Utilities

Kansas
City of Shawnee

Michigan
University of Michigan
Lake Superior State University

Minnesota
County of Anoka

Nevada
County of Nye
Town of Pahrump

New York
City of Batavia
Village of Ossining

North Carolina
City of Burlington
City of Gastonia
City of High Point
City of Kinston
City of Mount Airy
City of Salisbury
Arc of Stanley County
County of Buncombe
County of Cabarrus
County of Davie
County of Orange
St. Augustine College
Wake Forest University
Eastern Band of Cherokee Indians
Salisbury Rowan Utilities

Ohio
County of Cuyahoga
County of Montgomery

South Dakota
Rapid City Area Schools

Texas
City of Dallas
City of Pflugerville
City of University Park
County of Collier
County of Denton
Corpus Christi Fire
Highland Park Police and Fire
International Bank of Commerce
River Oaks Country Club
State Bank of Texas
University of Texas Health Science Center
Westwood Country Club

Utah
Washington County School District

Virginia
Commonwealth of Virginia
City of Manassas Park

Wisconsin
City of Appleton
City of Brookfield
City of Eau Claire
City of Wauwatosa
City of West Allis
County of Brown
County of Kenosha
County of Milwaukee
County of Waukesha
HIDTA Milwaukee
Diocese of Madison Catholic Schools
Madison School District
Shorewood School District
Whitnall School District
West Allis School District

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Technical Certifications

ClientFirst consultants collectively possess an extensive portfolio of certifications, revealing their commitment to ongoing professional training and ensuring that our clients have access to the latest information in the field.

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Project Team

The personnel selected for this engagement are experts in their given disciplines, chosen according to the specific needs of this project, working as an integrated team to provide end-to-end consulting and support services. Detailed profiles for each Project Team member are found in this section.

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Tom Jakobsen

Partner – IT Infrastructure and Operations Consulting Practice Leader

Tom Jakobsen has over 40 years of experience in the information technology arena. His interdisciplinary experience has given him a unique understanding of the interrelationship between IT infrastructures and the applications they support. It has also afforded him firsthand experience demonstrating the benefits of project management and system development life cycles for infrastructure-related projects. Tom's dual roles as a Virtual CIO and Consultant provide clients with a resource of tremendous experience who understands interdepartmental and vendor relationships and their management.

Highlights

- Former National IT Infrastructure Consulting Practice Leader for RSM McGladrey, the nation's fifth-largest CPA and consulting firm
- Ongoing Contract CIO for multiple agencies
- Former CIO at Frame Relay Corporation
- Interim CIO at AAA Colorado
- Interim CIO at AAA Arizona
- Two-time Interim CIO at Illinois Action for Children
- Managed hundreds of IT consulting projects with dozens of municipalities and local governments

Agency Experience

City of Bloomington
City of Brentwood
City of Burbank
City of Calabasas
City of Camarillo
City of Chino
City of Colton
City of Corona
City of Downey
City of Dublin
City of Foster City
City of Glendora
City of Healdsburg
City of Highland Park
City of Joliet
City of La Habra
City of La Puente
City of Laguna Niguel
City of Lake Forest
City of Larkspur
City of Menlo Park
City of Mount Airy
City of Murrieta
City of Naperville
City of Oakbrook Terrace
City of Pacific Grove
City of Palm Desert
City of Palmdale
City of Piedmont
City of Rancho Cucamonga
City of Rancho Mirage
City of Redlands
City of Rialto
City of Riviera Beach
City of Rockford
City of Rohnert Park
City of Salisbury
City of San Gabriel
City of San Pablo
City of Seal Beach
City of Sierra Madre
City of Simi Valley
City of South Gate
City of South San Francisco
City of St. Charles
City of West Covina
City of West Des Moines
County of Denton
County of Davie
County of Mariposa
County of Mendocino
County of Tuolumne
Town of Danville
Town of Groton
Town of Yucca Valley
Village of Arlington Heights
Village of Bloomingdale
Village of Cary
Village of Glencoe
Village of Homewood
Village of Kenilworth
Village of Libertyville
Village of Lincolnwood
Village of Northbrook
Village of Northfield
Village of Oak Brook
Village of Oak Park
Village of Ossining
Village of Palos Park
Village of River Forest
Village of Riverside
Batavia USD 101
Butler SD 53
Carpentersville School District
Central CUSD 301
CHSD 230, Orland Park
Colton Joint USD
Community CSD 158
Cucamonga Valley Water District
CUSD 300
CUSD 308, Oswego
DeKalb CUSD 428
Durand CUSD 322
East Aurora SD 131
Forest Preserve District of Will County
Geneva CUSD 304
Glenview SD 34
Harlem SD 122
Harrison SD
Hononegah Community HSD 207
Illinois Action for Children
Illinois Municipal Retirement Fund (IMRF)
Indian Prairie CUSD 204
Indianapolis Public Library
J. Sterling Morton HSD 201
Lake Elsinore USD
Lincolnwood Public Library
Mount Prospect SD 57
Naperville CUSD 203
Naperville Park District
Nationwide Trial Division
Norridge Park District
Oak Park Library
Orland Park D230
Oswego Public Library District
Park District of Highland Park
Park Ridge-Niles SD
Riverside SD 96
Romoland SD
Salt Creek SD 48
San Jose Evergreen Community College
San Marino USD
SD U-46, Elgin
St. Charles CUSD 303
Stanislaus Council of Governments
Township HSD 214
University of Chicago
Washington County SD
West Aurora SD 129
West Covina USD
CA-NV American Water Works Association
Castaic Lake Water Agency
Castro Valley Sanitary District
Jurupa Community Service District
Mesa Water District
Midpeninsula Regional Open Space District
Newhall Co Water District
Ramona Municipal Water District
San Bernardino Municipal Water
Western Municipal Water District
Winfield SD 34

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Science in Mathematics and Economics – University of Iowa
- Member, Project Management Institute, Midwest Chapter
- Member, University of Iowa Graduate College, Advisory Board

SPECIALTIES

- Network Design, Procurement, Implementation, and Oversight
- Cybersecurity
- Disaster Recovery
- IT Operations Management
- Interim CIO/IT Management
- Project Management
- Assessments, Strategy, and Planning

Project Management Institute.

Tom, I've been meaning to thank you for your expertise and guidance... assisting us in moving forward on all fronts.

—City Manager
IL Municipality

Know that I am extremely satisfied with the team we have assembled. It is comforting to have steady hands guiding us into the 21st century!

—City Administrator
CA Municipality

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Michael Redmond

Manager, IT Infrastructure Consulting

Michael Redmond has been working in IT for over 22 years and Public Sector for 14 years. He has demonstrated leadership in technical operations, project management, staffing, vendor management, contract negotiations, and team leadership across a range of IT areas.

Michael is a subject-matter expert in cybersecurity, networking, servers, virtualization, storage, databases, backups/disaster recovery, operations, and cloud technologies. He can communicate effectively across all levels of an organization.

Highlights

- Former Senior Security Operations Analyst
- Coordinated and lead security efforts with engineers, architects, senior managers, and directors
- Has provided Disaster Recovery Plans for over 20 years
- Coordinated multiple software migrations
- Has experience analyzing bids, negotiating contracts, selecting vendors, and overseeing all final work for awarded vendors during the RFP process
- Has managed all day-to-day operations of an organization's network, including IT special requests, and provided solutions to ticket escalations
- Has managed and led security incidents, document efforts, and lead remediation efforts

Agency Experience

City of Centennial
City of Newark
City of San Leandro
City of South Gate
Town of Windsor
Village of Park Forest
Village of River Forest
Village of Riverside
Pueblo Community Health
US Olympic Committee

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Master of Business Administration (MBA) – Colorado Technical University
- Bachelor of Management, Colorado Christian University
- Project Management Professional (PMP)
- ITIL Foundations Certification

SPECIALTIES

- Disaster Recovery
- Security Operations
- Budget Management
- Technical Operations
- Fiber Optics Program Management
- Firewall Implementation
- Cloud Operations
- Project Management
- Vendor Management
- Contract Negotiations

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Aaron Ayala

Senior Systems Engineer

Aaron Ayala has over 20 years in Information Technology and more than five years working solely on high-level, local-government projects. Aaron is an expert in providing IT support, project management, and vendor relations. He is accustomed to high-value, fast-paced, high-pressure roles, with the ability to prioritize multiple tasks, meet deadlines, while providing a superior level of customer service.

Highlights

- Infrastructure Project Manager and Network Design Engineer
- Manages large- and small-scale implementation teams. Examples include:
  - $4.5MM deployment of Cisco and ShoreTel structured cabling, voice infrastructure, and data infrastructure for a municipality with 35 locations
  - $2.5MM deployment of HPE and Mitel voice and data infrastructure for a county with 33 locations
  - IT Implementation project management for Mother Lode Regional Juvenile Detention Center, Tuolumne County, California
  - Data Center Relocation for a mid-sized California city
  - Contract administration for structured cabling system, door access control, and data center-related vendor implementations
- Design and procurement of Cisco, HPE, Palo Alto, and other major network solutions
- Wireless systems, Networks, Network security, Backup systems, Infrastructure
- Design and procurement of door access control, structured cabling, and video surveillance systems
- Implementation of network management tools, including network monitoring, Active Directory security, and others

Agency Experience

City of Azusa
City of Corona
City of La Puente
City of Laguna Niguel
City of Murrieta
City of Pacific Grove
City of Palm Desert
City of Rancho Cucamonga
City of Rancho Mirage
City of Rialto
City of San Clemente
City of South Gate
City of West Covina
City of Yucca Valley
County of Mendocino
County of Tuolumne Butler SD 53
Castaic Lake Water Agency
Castro Valley Sanitary ACHDS
San Bernardino Municipal Water

DeKalb CUSD 428
Durand CUSD 322
East Aurora SD 131
Elgin SD U-46
Geneva Community SD 304
Harlem SD 122
Hononegah SD 207
Huntley SD 158
Indian Prairie CUSD 204
Livermore Area RPD
Naperville CUSD 203
Orland Park D230
Posen-Robbins SD 143.5
Rockford Public Library
St. Charles CUSD
West Aurora SD 129
Wheaton-Warrenville SD 200
Winfield SD 34

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Science in Information Systems – University of Phoenix

SPECIALTIES

- Infrastructure Project Management
- Staff Management
- Vendor Relationships
- Systems Administration
- IT Operations
- IT SOX Compliance

I appreciate your efforts and the great work done by ClientFirst to date in all areas.

—Chief Financial Officer
IL Library

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RESOLUTION NO. 11,413

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AMENDMENT NO. 1 TO THE CONTRACTUAL SERVICES AGREEMENT WITH CLIENTFIRST CONSULTING GROUP, LLC TO PROVIDE TEMPORARY PROFESSIONAL INFORMATION TECHNOLOGY SERVICES

WHEREAS, on April 22, 2022 the City of Newark awarded a Contractual Services Agreement (the "Agreement") to ClientFirst Consulting Group, LLC (the "Consultant") to provide professional information technology services; and

WHEREAS, pursuant to Section 18 of the Agreement entitled, "Term/Termination" the City elected to extend the Agreement for an additional one (1) year term from July 1, 2022 through June 30, 2023 with a not-to-exceed amount of $49,470.00; and

WHEREAS, the City finds that the amended 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 increase the not-to exceed amount.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby authorizes the City Manager to execute the first amendment to the Contractual Services Agreement with ClientFirst Consulting Group, LLC, in a form approved by the City Attorney, to provide professional information technology services and to increase the not-to-exceed amount of the Agreement, by $79,680.00 for a total not to exceed amount of $129,150.00.

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 $129,150.00.

BE IT FURTHER RESOLVED that the City Council does hereby authorize an amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan for fiscal year 2023 by appropriating $79,680.00 as follows:

TO:	110.21.021.200.6220	PROFESSIONAL SERVICES	$79,680.00
FROM:	110.3000	UNAPPROPRIATED FUND BALANCE	$79,680.00

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I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on October 13, 2022, by Council Member Collazo who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

AYES:	Council Members Collazo, Freitas, Vice Mayor Hannon, and Mayor Nagy
NOES:	None
ABSENT:	Council Member Bucci
SECONDED:	Vice Mayor Hannon

APPROVED:

s/ALAN L. NAGY
Mayor

ATTEST:

s/SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:

s/KRISTOPHER J. KOKOTAYLO
City Attorney

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C 22012

CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS

This Service Agreement (hereinafter "Agreement") is made and entered into this 22ND day of APRIL, 2022 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and, ClientFirst Consulting Group, LLC, dba ClientFirst Technology Consulting ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

WHEREAS, City requested proposals to perform the services generally including.

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 also described in this Agreement and Exhibit "A".

WHEREAS, in reliance upon Consultant's documentation of its qualifications, as set forth in Exhibit "A", 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

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rates set forth in Exhibit "A". The payments specified in Exhibit "A" 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 Forty-nine thousand nine hundred and No/100 Dollars ($49,900) 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 "A" hereto).

Consultant shall submit all billings for said Services to City in the manner specified in Exhibit "A"; or, if no manner is specified in Exhibit "A", 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 "A", 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

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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 "A". Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or Subconsultants identified in Exhibit "A", 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.

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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

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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

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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. <u>Deductibles and Self-Insured Retentions</u>.

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. <u>Claims Made Policies</u>.

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. <u>Wasting Policies</u>.

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

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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

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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

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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. <u>LICENSES, PERMITS, ETC</u>. 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. <u>TERM/TERMINATION</u>.

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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 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:

CLIENTFIRST CONSULTING GROUP, LLC	**CITY OF NEWARK**
Consultant	**Administrator**
Address: David Krout ClientFirst Technology Consulting 980 Montecito Drive, Suite 209 Corona, CA 92879-1793	City of Newark Attn: Lenka Hovorka 37101 Newark Boulevard Newark, CA 94560

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

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

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

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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.

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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 5-3-22

By _____
Consultant

Date 04/28/22

DAVID KROUT
Printed Name

Attest:

Sheila Harrington
City Clerk

Date 5/3/2022

Approved as to form:

_____
City Attorney

Date 5/3/22

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CLIENTFIRST
TECHNOLOGY CONSULTING

Exhibit A

OPTIMAL TECHNOLOGY GUIDANCE

April 7, 2022

Ms. Lenka Hovorka
Assistant City Manager
City of Newark
37101 Newark Blvd,
Newark, CA 94560

RE: Interim IT Management

Dear Ms. Hovorka:

ClientFirst appreciates the opportunity to present our proposal for Interim IT Management to the City of Newark. We value the confidence you have placed in us.

For this engagement, we propose to assist with management of the IT function, providing positive direction to the IT Team, consistent focus on high priority items, improved communication of project status, oversight for critical projects, and vendor coordination for the duration of this agreement.

Scope of Work

The City has requested that ClientFirst provide information technology management, and advisory expertise to the City and the IT function. Our assistance will relate to the following types of activities:

- Review current IT projects and staff assignments, providing the City with:
  - An updated project portfolio of current and future project needs
  - Detailed schedules for priority projects
  - Team consensus on project priorities, schedules, and due dates
- Function in the role of Interim IT Manager:
  - Communicate with Administration and the Departments on existing and new projects.
  - Guide, supervise, and mentor of IT staff.
  - Prioritize projects and tasks in the best interests of the City.
  - Manage resources, vendors, and provide input on the IT budget.
  - Report on a regular basis to senior management.
  - Expedite issues and other critical items to a rapid, successful conclusion.
  - Coordinate vendor activities and direct projects as necessary.
  - Coordinate project and management communications and provide direction as necessary.
  - Facilitate and participate in monthly IT strategy and management meetings.
  - Conduct project review meetings for critical or high-priority projects.
  - Facilitate and participate in weekly internal IT departmental status meetings.
- In a consultative capacity:
  - Advise and assist with the implementation of IT Best Practices.
  - Assist with the completion of high priority projects on a time and materials basis
  - Assist with the recruitment, hiring of, and transition to a full-time IT Manager.
  - Provide other IT strategy and management assistance as needed.

Under the direction of senior management, ClientFirst will provide such assistance on a time-and-materials basis for approximately six (6) months.

California • Illinois • North Carolina • Texas • 800.806.3080 • Fax 888.478.0495

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Project Staffing

The project will be staffed by Tom Jakobsen as interim IT Manager. Mr. Jakobsen has served in a similar role with many organizations, providing vision and leadership to the IT function. Mr. Aaron Ayala will serve as Project Manager and will provide direct project oversight and support. Aaron has extensive experience as an interim IT leader for public-agency clients.

Fees

Our standard billing rates for these types of services are shown in the table below and depend on the levels and skill sets of the consultant(s) assigned to the project.

Summary Rates *Time-and-Materials Special or Ad Hoc Projects*	
Consultant Level	**Hourly Rate**
Administrative Staff	**$ 65**
Consultant	**$ 165**
Network Consultant	**$ 175**
Senior Network Consultant	**$ 175**
Partner/Project Manager	**$ 215**

Proposed Work Plan

Our professional fees are based on the scope and approach outlined in this proposal, including expenses. Our standard billing rates for these types of services are dependent on the levels and skill sets of the consultant(s) assigned to specific aspects of the project. Because the exact duration of this engagement is unknown, ClientFirst will only invoice the City for actual hours expended.

Step	Interim IT Management	Total Hours	Weeks	Hours	Tom J.	Aaron
1	Initial Assessment, Workshops, and Project Schedules	8		8	8	
2	Create project schedules and agreement with Team	16		8	8	8
3	Weekly Team Meetings	104	26	2	52	52
4	Email and Phone Follow-Up (when not on-site)	52	26	2		52
5	Project Related Work	80				80
	Hours	260			68	192
	Rates				$215	$175
	Fees	$48,220				
	Expenses	$1,250				
	Total Investment	**$49,470**				

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References

City of South Gate

13831 San Pablo Ave., San Pablo, CA 94806

Jackie Acosta, Director of Administrative Services

Now Finance Director – Union City **510.675.5338**

JackieA@unioncity.org

Hayward Area Recreation and Park District

1099 E St, Hayward, CA 94541

Janelle Cameron, Former Administrative Services Director

Now Assistant City Manager – San Leandro **510.577.3390**

jcameron@sanleandro.org

City of Piedmont

120 Vista Avenue, Piedmont, CA 94611

John O. Tulloch, Assistant City Administrator/City Clerk/IS Manager **510.420.3040**

jtulloch@piedmont.ca.gov

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Bios

The following pages detail the experience of the members of this project team.

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Tom Jakobsen

Partner – IT Infrastructure and Operations Consulting Practice Leader

Tom Jakobsen has over 30 years of experience in the information technology arena. His interdisciplinary experience has given him a unique understanding of the interrelationship between IT infrastructures and the applications they support. It has also afforded him firsthand experience demonstrating the benefits of project management and system development life cycles for infrastructure-related projects. Mr. Jakobsen's dual roles as a Virtual CIO and Consultant provide clients with a resource of tremendous experience who understands interdepartmental and vendor relationships and their management.

Highlights

- Former National IT Infrastructure Consulting Practice Leader for RSM McGladrey, the nation's fifth-largest CPA and consulting firm
- Ongoing Contract CIO for multiple agencies
- Former CIO at Frame Relay Corporation
- Interim CIO at AAA Colorado
- Interim CIO at AAA Arizona
- Two-time Interim CIO at Illinois Action for Children
- Managed hundreds of IT consulting projects with dozens of municipalities and local governments

Agency Experience

City of Bloomington
City of Brentwood
City of Burbank
City of Calabasas
City of Camarillo
City of Chino
City of Colton
City of Corona
City of Downey
City of Dublin
City of Foster City
City of Glendora
City of Healdsburg
City of Highland Park
City of Joliet
City of La Habra
City of La Puente
City of Laguna Niguel
City of Lake Forest
City of Larkspur
City of Menlo Park
City of Mount Airy
City of Murrieta
City of Naperville
City of Oakbrook Terrace
City of Pacific Grove
City of Palm Desert
City of Palmdale
City of Piedmont
City of Rancho Cucamonga
City of Rancho Mirage
City of Redlands
City of Rialto
City of Riviera Beach
City of Rockford
City of Rohnert Park
City of Salisbury
City of San Gabriel
City of San Pablo
City of Seal Beach
City of Sierra Madre
City of Simi Valley
City of South Gate
City of South San Francisco
City of St. Charles
City of West Covina
City of West Des Moines
County of Denton
County of Davie
County of Mariposa
County of Mendocino
County of Tuolumne
Town of Danville
Town of Groton
Town of Yucca Valley
Village of Arlington Heights
Village of Bloomingdale
Village of Cary
Village of Glencoe
Village of Homewood
Village of Kenilworth
Village of Libertyville
Village of Lincolnwood
Village of Northbrook
Village of Northfield
Village of Oak Brook
Village of Oak Park
Village of Ossining
Village of Palos Park
Village of River Forest
Village of Riverside
Batavia USD 101
Butler SD 53
Carpentersville School District
Central CUSD 301
CHSD 230, Orland Park
Colton Joint USD
Community CSD 158
Cucamonga Valley Water District
CUSD 300
CUSD 308, Oswego
DeKalb CUSD 428
Durand CUSD 322
East Aurora SD 131
Forest Preserve District of Will County
Geneva CUSD 304
Glenview SD 34
Harlem SD 122
Harrison SD
Hononegah Community HSD 207
Illinois Action for Children
Illinois Municipal Retirement Fund (IMRF)
Indian Prairie CUSD 204
Indianapolis Public Library
J. Sterling Morton HSD 201
Lake Elsinore USD
Lincolnwood Public Library
Mount Prospect SD 57
Naperville CUSD 203
Naperville Park District
Nationwide Trial Division
Norridge Park District
Oak Park Library
Orland Park D230
Oswego Public Library District
Park District of Highland Park
Park Ridge-Niles SD
Riverside SD 96
Romoland SD
Salt Creek SD 48
San Jose Evergreen Community College
San Marino USD
SD U-46, Elgin
St. Charles CUSD 303
Stanislaus Council of Governments
Township HSD 214
University of Chicago
Washington County SD
West Aurora SD 129
West Covina USD
CA-NV American Water Works Association
Castaic Lake Water Agency
Castro Valley Sanitary District
Jurupa Community Service District
Mesa Water District
Midpeninsula Regional Open Space District
Newhall Co Water District
Ramona Municipal Water District
San Bernardino Municipal Water
Western Municipal Water District
Winfield SD 34

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Science in Mathematics and Economics from University of Iowa
- Member, Project Management Institute, Midwest Chapter
- Member, University of Iowa Graduate College, Advisory Board

SPECIALTIES

- Network Design, Procurement, Implementation, and Oversight
- Cybersecurity
- Disaster Recovery
- IT Operations Management
- Interim CIO/IT Management
- Project Management
- Assessments, Strategy, and Planning

Project Management Institute.

Tom, I've been meaning to thank you for your expertise and guidance... assisting us in moving forward on all fronts.

—City Manager
IL Municipality

Know that I am extremely satisfied with the team we have assembled. It is comforting to have steady hands guiding us into the 21st century!

—City Administrator
CA Municipality

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Aaron Ayala

Senior Systems Engineer

Aaron Ayala has over 20 years in Information Technology and more than five years working solely on high-level, local-government projects. Mr. Ayala is an expert in providing IT support, project management, and vendor relations. He is accustomed to high-value, fast-paced, high-pressure roles, with the ability to prioritize multiple tasks, meet deadlines, while providing a superior level of customer service.

Highlights

- Infrastructure Project Manager and Network Design Engineer
- Manages large- and small-scale implementation teams. Examples include:
  - $4.5MM deployment of Cisco and ShoreTel structured cabling, voice and data infrastructure for a municipality with 35 locations
  - $2.5MM deployment of HPE and Mitel voice and data infrastructure for a county with 33 locations
  - IT Implementation project management for Mother Lode Regional Juvenile Detention Center, Tuolumne County, California
  - Data Center Relocation for a mid-sized California city
  - Contract administration for structured cabling system, door access control and data center-related vendor implementations
- Design and procurement of Cisco, HPE, Palo Alto and other major network solutions
- Wireless systems, Networks, Network security, Backup systems, Infrastructure
- Design and procurement of door access control, structured cabling, and video surveillance systems
- Implementation of network management tools, including network monitoring, Active Directory security, and others

Agency Experience

City of Azusa
City of Corona
City of La Puente
City of Laguna Niguel
City of Murrieta
City of Pacific Grove
City of Palm Desert
City of Rancho Cucamonga
City of Rancho Mirage
City of Rialto
City of San Clemente
City of South Gate
City of West Covina
City of Yucca Valley
County of Mendocino
County of Tuolumne Butler SD 53
Castaic Lake Water Agency
Castro Valley Sanitary ACHDS
San Bernardino Municipal Water
DeKalb CUSD 428
Durand CUSD 322
East Aurora SD 131
Elgin SD U-46
Geneva Community SD 304
Harlem SD 122
Hononegah SD 207
Huntley SD 158
Indian Prairie CUSD 204
Livermore Area RPD
Naperville CUSD 203
Orland Park D230
Posen-Robbins SD 143.5
Rockford Public Library
St. Charles CUSD
West Aurora SD 129
Wheaton-Warrenville SD 200
Winfield SD 34

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Science in Information Systems, University of Phoenix

SPECIALTIES

- Infrastructure Project Management
- Staff Management
- Vendor Relationships
- Systems Administration
- IT Operations
- IT SOX Compliance

> I appreciate your efforts and the great work done by ClientFirst to date in all areas.
>
> —Chief Financial Officer
> *IL Library*

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Peter Graziano

Senior Network Engineer

Peter Graziano specializes in the configuration, installation, and troubleshooting of network infrastructure. His technological experience over 20 years and includes design, specifications, configuration, maintenance, and administration; database administrations; and extensive experience in various departmental, spreadsheet, accounting, and graphics programs.

Mr. Graziano has considerable experience working with Microsoft, Cisco, Citrix, Novell, HP, Aruba, ArcServe, Symantec, IBM, and Dell hardware and software solutions.

Highlights

- Managed/conducted IT infrastructure designs and installations for dozens of public agencies
- Conducted several virtualization projects for hospitals, municipalities, libraries, and special districts
- Designed and implemented redundant systems providing two- to four-hour business continuity solutions
- Implemented VoIP solutions in many environments utilizing most major telecommunications systems
- Industry experience includes work for municipalities, water districts, school districts, medical facilities, and the private sector

Agency Experience

City of Brentwood
City of Corona
City of Dublin
City of La Puente
City of Laguna Niguel
City of Rancho Mirage
City of Redlands
City of Rialto
City of Seal Beach
City of Simi Valley
City of Bloomington
City of Lake Forest
City of West Des Moines
County of Orange
Eastern Band of Cherokee Indians
Town of Danville
Town of Southern Pines
Town of Truckee
Village of Libertyville
Village of Lincolnwood
Village of Northfield
Village of Oswego
Village of Westmont
Indianapolis Public Libraries
School District 129 West Aurora
School District 158 Algonquin
School District 230 Orland Park
School District 308 Oswego
School District 46 Elgin
School District 57 Mount Prospect
School District 64 Park Ridge-Niles
School District 96 Riverside

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Fine Arts from Syracuse University
- Microsoft Certified Professional
- Training as a Microsoft Certified Systems Engineer
- Citrix Certified Administrator
- A+ Security Certified

SPECIALTIES

- Network Design, Configuration, and Support
- IT Infrastructure Design, Procurement, Implementation, and Oversight
- IT Security
- IT Operations

Microsoft Certified Professional

CompTIA A+ CERTIFIED

CITRIX professional Certified Administrator

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Keith Culp

Systems Engineer

Keith Culp is a versatile IT professional with over 12 years of experience in IT system support and administration across a broad spectrum of infrastructure environments and client types. He handles project management and product support to provide our clients with efficient and secure IT environments. Keith's analytical, problem-solving, and communication skills, combined with his years of experience, formal training, and professional certifications make him a valuable resource for our clients' needs.

Highlights

- Experienced in network design, firewall configuration, multifactor authentication, server design and implementation, and much more
- Project Management: Application Implementations, Hardware Upgrades, Infrastructure Build-Outs, and Office Relocations
- Hardware/software installation, maintenance, and upgrades
- Backup Design and Implementation, including Backups to Cloud
- Disaster Recovery Planning, Testing, and Maintenance
- Exchange server, Office 365, archiving solutions and Document Management
- IT Assessments and Strategic Planning
- Cybersecurity framework implementation and management
- On-site training and user-friendly documentation
- Help Desk support

Agency Experience

City of Norco
City of Pacific Grove
Norridge Park District
Northbrook Public Library
Salt Creek School District
Village of Barrington Hills
Village of Lake Barrington
Village of Lincolnwood
Village of Northfield
Village of Park Forest
Village of River Forest
Village of Riverside
Village of South Barrington
Media Financial Management Association

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Science in Network Operations and Security from Western Governors University
- CompTIA A+
- Network +
- Security +
- Project +
- CCNA Routing & Switching

SPECIALTY AREAS

- Project Management
- Design and Specifications
- Documentation Specialist
- Office Relocations
- Disaster Recovery Planning
- Application Implementations

CERTIFIED

> **Keith, I just wanted to thank you again for working on the WatchGuard project. The installation went smoothly, and you set everything up perfectly. Thanks again.**
>
> —Sergeant
> *IL Police Department*

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Government Technology

Focusing on local governments means that we understand the unique needs, processes, protocols, and political nuances involved in the industry. This **understanding and experience** ensures that our strategies and recommendations are practical in all respects. Our management team's career experience includes over 3,000 projects for more than 500 local government agencies.

Local Presence and Practice Locations

We have a local presence with extensive experience in California. ClientFirst is a national firm, with practices located in California, Illinois, Texas, and North Carolina.

Corona, CA

Schaumburg, IL

San Antonio, TX

Charlotte, NC

Business Management Approach

We understand that not all government executives are versed in the latest technology issues and opportunities. Therefore, our approach and deliverables provide a business-management perspective that **allows the layperson the ability to understand the technology issues, strategies, and potential solutions required to make more informed business decisions.**

True Independence

ClientFirst believes in practicing **true independence**. We do not resell products, nor maintain relationships that would result in any add-on profit margins or referral fees. Our interest is in **putting the client first** by finding optimum solutions (i.e., the greatest value at lowest competitive cost) to meet their needs.

National Recognition

Our consultants are recognized nationally for their work by many of the industry's leading vendors. They appreciate the fairness and objectivity we demonstrate when dealing with their organizations.

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Industry Recognition

CIO Review

ClientFirst has been featured in *CIO Review* as one of the "20 Most Promising Government Technology Solution Providers".

CIOReview

The Navigator for Enterprise Solutions

GOVERNMENT TECHNOLOGY SPECIAL

CIOREVIEW.COM

20 Most Promising Government Technology Solution Providers

ClientFirst Technology Consulting

Bringing Innovation, Optimization, and Measurement to Local Government

"Government agencies are striving for greater accountability and responsiveness by providing citizens more information and self-service, thereby garnering the confidence that their government is performing its best"

National Speakers

ClientFirst personnel have conducted educational sessions at national and local conferences such as CSMFO, MISAC, and GFOA, among others.

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Diversified Experience

We have **extensive experience with a wide variety of organizations and technology and processing environments**. In addition, we have significant market knowledge regarding software and hardware providers and are well informed with respect to vendor and industry developments.

Integrated Technology Solutions Groups

Whatever the agency's technology needs are, we offer a unique combination of experts in their given disciplines who can guide technology decisions, planning, implementation, and management, chosen according to the specific needs of each project, working as an integrated team to **provide end-to-end consulting and support services**.

CLIENTFIRST Integrated Technology Solutions Groups

IT SERVICES & OPERATIONS
- Technical Services
- Help Desk
- Managed Services

IT INFRASTRUCTURE
- Networking
- Servers
- Data Centers
- Disaster Recovery
- Security

MANAGEMENT CONSULTING
- Technology Planning
- IT Assessments
- Process Improvements
- Contract Negotiations
- Project Management
- Technology Governance

APPLICATIONS CONSULTING
- Business Process Review
- Software Selection
- Implementation Assistance

ECMS
(Enterprise Content Management)
- Needs Assessment
- Business Process Review
- System Selection
- Planning
- Implementation Oversight

GIS
- Assessment & Planning
- Design
- Data Management
- Development
- Mapping

TELECOM
- Bill Audits
- Strategic Planning
- VoIP
- Design
- RFP/Procurements
- Carrier Services
- Call Centers

STRUCTURED CABLING
- Assessment and Certification
- CADD Design & Layout
- Vendor Selection
- Project Management
- Documentation

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Integrated Technology Services

IT Services and Operations

IT Technical and Managed Services

- On-Site or Remote Support
- Inventory and Licensing Management
- Network, Server, Selection, Implementation, Configuration, and Management
- Security Systems Support
- Remote Systems Monitoring

IT Staffing/Augmentation

- IT Staffing Needs Assessment and Operational Reviews
- Interim IT Management
- Supplemental IT Management Staffing

IT Infrastructure

Networking and Servers

- Assessment, Design, and Installation
- Replication and Redundancy Strategies
- Virtualization
- Cloud Computing
- Wireless
- Data Center Design

Disaster Recovery

- Risk Assessment and Business Impact Analysis
- Disaster Recovery Planning
- Hot-Site and Recovery Services Evaluation
- Storage Area Networking
- Backup Strategies and Design

Cybersecurity

- Assessment and Planning
- Applications and Hardware Security
- Cybersecurity Review
- Security Policy and Control Development
- Intrusion Testing
- Workshops and Training
- Compliance: NIST, NCCoE, PCI, CJIS, NEA/FERC

Structured Cabling System Design

- Assessment and Certification
- CADD Design and Layout
- RFP / Vendor Selection
- Project Management
- Documentation
- Fiber-Optic Network Design

Management Consulting

- Technology Strategic/Master Planning
- IT Assessment
- IT Staffing Assessment
- Process Improvement
- Procurement Assistance
- Contract Negotiation
- Project Management
- IT Governance Seminars

GIS

- Assessment and Planning
- Design
- Data Management
- Development
- Mapping

Applications Consulting

Business Process Review

- Business Case Analysis
- Assessment and Recommendations
- Process Analysis and Improvement

Software Selection

- Feature / Function Requirements
- Implementation Risk Assessment
- Change Management
- RFP Development
- Vendor Analysis and Evaluation
- Demonstration Facilitation
- Contract Review and Negotiation
- Implementation Project Management
- Ad Hoc Report-Writing Assistance

Telecommunications Consulting

- VoIP Readiness Review
- Systems Evaluation, Design, Specifications, and RFP Development
- Bill Audits (Cost Analysis and Negotiation)
- Telecom Expense Management (TEM)
- Credit / Refund Requests
- Strategic Planning
- Project Management
- Carrier Services Cost Analysis
- Operational and Workflow Reviews
- System Selection and Contract Negotiations

ECMS

- Needs Assessment
- Business Process Review
- System Selection
- Planning
- Implementation Oversight

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Areas of Expertise

The consultants assigned to this engagement have direct experience in a broad range of products and services.

> ClientFirst has such a broad and well-rounded experience with cities that they already have a good idea of what will or won't work. Other vendors we have worked with don't have this depth of experience and suggest solutions that are unrealistic in a city government environment.
>
> — IT Director
> *CA Municipality*

IT Operations / Technical Services Experience

- Technical Services
- 24/7 On-Call
- PC Break-Fix Services
- Routers and Switches
- Server Installation, Configuration and Troubleshooting
- On-Site or Remote Services
- Network Troubleshooting and Configuration
- Security Systems Support
- Managed Services
- Network Management
- Event Monitoring
- Patch Management
- Inventory Management
- Licensing Management
- Software Distribution
- Remote Network and Desktop Monitoring

Telecom Experience

- Systems Evaluation and Assessments
- Telecommunications System Management
- Voice and Data Cable Infrastructure Design and Engineering
- LAN/WAN Assessments, Design, Procurement, and Implementation
- VoIP (Voice-over-Internet Protocol) Readiness Reviews and Assessments
- Telecom Billing Audits and Cost Reviews
- Strategic IT and Telecommunications Planning
- Systems Design and Alternative Analysis
- Business Continuation Planning and Disaster Recovery Planning
- Call Center Planning and Operational Design
- Competitive System and Vendor Selection
- Project Management and Implementation

Department Area Experience

- Council
- Administration
- Building and Safety
- City Clerk
- Finance
- Fire
- Library
- Utility Billing
- Customer Service/Call Centers
- Payroll
- Human Resources
- Planning
- Police
- Purchasing
- Public Works
- Parks and Recreation
- Engineering
- Geographic Information System (GIS)
- Water
- Waste Water
- Sanitation
- Field Operations
- Laboratories
- Environmental Services
- Facilities
- Treatment Plants
- Fleet Management
- Engineering
- Warehousing
- SCADA
- Information Systems

Application Area Experience

- General Ledger
- Budgeting
- Project Accounting
- Grant Accounting
- Cash Receipts
- Purchasing and Receiving
- Bids Management
- Contract Management
- Accounts Payable
- Fixed Assets
- Loans
- Special Assessments
- Financial Reporting
- Business Licensing
- Applicant Tracking
- Human Resources
- Employee Self-Service
- Benefits Tracking
- Time and Attendance
- Payroll
- CIS and Utility Billing
- Customer Service / Call Centers
- Backflow
- Service Orders
- Work Orders / Preventative Maintenance
- Inventory and Fleet Management
- Planning, Permitting, Inspection and Code Enforcement
- Land/Parcel/Address Management
- Computer-Aided Dispatch (CAD)
- Records Management
- Mobile Computing
- Citizen Request Management (CRM)
- Geographic Information System (GIS)
- Adjudication
- Citation Management
- Database Management

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Consultants' Collective Experience

We understand that the experience of the individual consultants is a significant factor in hiring a firm to conduct the project on your behalf. Our consultants have extensive public-sector experience in their respective careers, including projects with the following agencies:

California
City of Albany
City of Azusa
City of Big Bear Lake
City of Brentwood
City of Brisbane
City of Burbank
City of Calabasas
City of Camarillo
City of Carlsbad
City of Chico
City of Chino
City of Clovis
City of Colton
City of Corona
City of Coronado
City of Downey
City of Dublin
City of Escondido
City of Foster City
City of Glendora
City of Healdsburg
City of Hemet
City of La Habra
City of La Puente
City of Laguna Niguel
City of Larkspur
City of Lathrop
City of Lomita
City of Menlo Park
City of Mission Viejo
City of Montclair
City of Murrieta
City of Pacifica
City of Pacific Grove
City of Palm Desert
City of Palmdale
City of Piedmont
City of Pismo Beach
City of Port Hueneme
City of Rancho Cucamonga
City of Rancho Mirage
City of Redlands
City of Rialto
City of Rohnert Park
City of Rosemead
City of Sacramento
City of San Clemente
City of San Gabriel
City of San Jacinto
City of San Pablo
City of San Rafael
City of Seal Beach
City of Sierra Madre
City of Simi Valley
City of South Gate
City of South Pasadena
City of South San Francisco
City of Tustin
City of Upland
City of Vacaville
City of West Covina
County of Butte
County of Mariposa
County of Mendocino
County of Riverside
County of San Bernardino
County of Tuolumne
County of Yolo
Town of Danville
Town of Hillsborough
Town of Truckee
Town of Yucca Valley
CA-NV American Water Works Association
Castaic Lake Water Agency
Castro Valley Sanitary District
Cucamonga Valley Water District
Glendale Water and Power
Hayward Area Recreation and Park District
Irvine Unified School District
Jurupa Community Services District
Livermore Area Recreation and Park District
Midpeninsula Regional Open Space District
Newhall County Water District
Piedmont Police and Fire
Ramona Municipal Water District
Rincon del Diablo Municipal Water District
Rosamond Community Services District
San Bernardino Municipal Water
San Mateo Fire District
San Marino Unified School District
Southern California Coastal Water Research
Sweetwater Authority
Walnut Valley Water District
West County Waste Water District
Western Municipal Water District
Colton Joint Unified School District
Irvine Unified School District
Lake Elsinore Unified School District
Menifee Unified School District
Mesa Water District
Mountain View School District
Romoland School District
West Covina Unified School District
Ohlone Community College
San Jose Community College
University of California Berkeley
University of California San Francisco
UCSF Medical Center
Stanislaus Council of Governments
Mechoopda Indian Tribe

Alabama
City of Pelham

Arizona
County of Maricopa

Connecticut
City of Bristol
City of New Haven
Groton Police and Communications Dispatch
Town of Groton

Florida
City of Cape Coral
City of Deerfield Beach
City of Dunedin
City of Fort Lauderdale
City of Pompano Beach
City of Port St. Lucie
City of Riviera Beach

Idaho
City of Sandpoint

Illinois
City of Bloomington
City of Champaign
City of Countryside
City of Crystal Lake
City of Highland Park
City of Joliet
City of Lake Forest
City of Moline
City of Morton Grove
City of Naperville
City of Oakbrook Terrace
City of Orland Park
City of Prospect Heights
City of Rockford
City of Rock Island
City of St. Charles
City of Waukegan
City of Wood Dale
County of DuPage County
County of Peoria County
County of Sangamon County
County of Winnebago County
Village of Arlington Heights
Village of Cary
Village of Glencoe
Village of Kenilworth
Village of Lake Barrington
Village of Libertyville
Village of Lincolnwood
Village of Matteson
Village of Norridge
Village of Northbrook
Village of Northfield
Village of Oak Brook
Village of Oak Park
Village of Oswego
Village of Palos Park
Village of River Forest
Village of Riverside
Village of Westmont
Village of Wheeling
DuPage County Health Dept.
Batavia Public School District
Central Community Unit School District 301
Champaign County Forest Preserve District
Civitas Schools
Community High School District 99
Community Unit High School District 205
Community Unit School District 300
Community Unit School District 308
Consolidated High School District 230
Consolidated School District
Gower School District
Hampton School District 29
Harlem School District 122
Harrison School District 36
Harvard Community Unit School District
Harvey School District 152
Hinsdale Township High School District 86
Indian Prairie Community Unit School District 204
J. Sterling Morton High School District 201
Lake Zurich Community Unit School District 95
Mount Prospect School District 57
Naperville Community Unit School District 203
Naperville Park District
Norridge Park District
Oswego School District 308
Pace Suburban Bus Division
Park Ridge Schools
Port Byron Central School District
Posen-Robbins SD 143.5
Prospect Heights School District
Riverside Public School District 96
Rockford Public Library
Rock River Water Reclamation District
Sherrard Community Schools
St. Charles School District
Sunset Ridge School District
Township High School District 214
Wheaton-Warrenville School District 200
Winnetka Public Schools District 36
Lake Forest College
Lincolnwood Public Library
Oak Park Library
Oswego Library District
Park District of Highland Park

Indiana
The University of Notre Dame
Indianapolis Public Library
Indianapolis Public Schools

Iowa
City of Ankeny
City of Bettendorf
City of Burlington
City of Cedar Rapids
City of New Hamplon
City of West Des Moines
County of Johnson
County of Linn
State of Iowa
Burlington Community School District
Cedar Rapids Community School District
Davenport School District
Diocese of Davenport Catholic Schools
Dubuque Community School District
Knoxville Community School District
Mason City School District
North Scott School District
Des Moines Area Community College
Cedar Falls Utilities

Kansas
City of Shawnee

Michigan
University of Michigan
Lake Superior State University

Minnesota
County of Anoka

Nevada
County of Nye
Town of Pahrump

New York
City of Batavia
Village of Ossining

North Carolina
City of Burlington
City of Gastonia
City of High Point
City of Kinston
City of Mount Airy
City of Salisbury
Arc of Stanley County
County of Buncombe
County of Cabarrus
County of Davie
County of Orange
St. Augustine College
Wake Forest University
Eastern Band of Cherokee Indians
Salisbury Rowan Utilities

Ohio
County of Cuyahoga
County of Montgomery

South Dakota
Rapid City Area Schools

Texas
City of Dallas
City of Pflugerville
City of University Park
County of Collier
County of Denton
Corpus Christi Fire
Highland Park Police and Fire
International Bank of Commerce
River Oaks Country Club
State Bank of Texas
University of Texas Health Science Center
Westwood Country Club

Utah
Washington County School District

Virginia
Commonwealth of Virginia
City of Manassas Park

Wisconsin
City of Appleton
City of Brookfield
City of Eau Claire
City of Wauwatosa
City of West Allis
County of Brown
County of Kenosha
County of Milwaukee
County of Waukesha
HIDTA Milwaukee
Diocese of Madison Catholic Schools
Madison School District
Shorewood School District
Whitnall School District
West Allis School District

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Technical Certifications

ClientFirst consultants collectively possess an extensive portfolio of certifications, revealing their commitment to ongoing professional training and ensuring that our clients have access to the latest information in the field.

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Project Start

We can begin the initial activities related to this project, such as project coordination and scheduling, within 1-2 weeks of finalizing an agreement regarding this proposal.

Scope Changes and Management

Alternative scope changes and fee adjustments are possible and are dependent on specific project needs and staff resources and capabilities. Minor changes to the scope and methodology stated above will not result in a change in our fees.

If the nature or scope of our work should change significantly during the project, we will discuss such matters and their effect on our fees and obtain written approval before proceeding.

Payment Terms

We invoice monthly as work proceeds. ClientFirst will provide detailed accounting of all consulting time and expenses on the invoice. Payments are due within 30 days of receipt, via check or ACH.

Additional Services/Purchases by Other Seeking Public Agencies

ClientFirst acknowledges that other public agencies may seek to "piggyback" under the same terms and conditions of a resulting similar services contract and/or purchases being offered in this contract. ClientFirst has the option to agree or disagree to allow contract piggybacks on a case-by-case basis. Before a seeking public agency can piggyback any contract, the seeking agency must first obtain ClientFirst's written approval.

If you have any questions, feel free to contact me at 847.598.03459 or via email at tjakobsen@clientfirstcg.com for additional information. We appreciate the continued opportunity of serving the City of Newark.

Sincerely,

Tom Jakobsen
Partner
IT Infrastructure and Operations Practice Leader

DocuSign

Certificate Of Completion

Envelope Id: 96E3716A17EF414682FDEDF0970F297A
Status: Completed
Subject: DocuSign: First Amendment to CSA C22012 between the City of Newark and ClientFirst
Source Envelope:
Document Pages: 47
Signatures: 4
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Ed Miranda
ed.miranda@newark.org
IP Address: 206.128.122.185

Record Tracking

Status: Original
11/1/2022 3:57:04 PM

Holder: Ed Miranda
ed.miranda@newark.org

Location: DocuSign

Signer Events	Signature	Timestamp
DAVID KROUT dkrout@clientfirstcg.com Managing Partner Security Level: Email, Account Authentication (None)	DocuSigned by: DAVID KROUT 42F68BA6DC69478... Signature Adoption: Pre-selected Style Using IP Address: 98.152.26.98	Sent: 11/1/2022 4:27:06 PM Viewed: 11/8/2022 11:00:11 AM Signed: 11/8/2022 11:00:41 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Kristopher J. Kokotaylo kkokotaylo@meyersnave.com Security Level: Email, Account Authentication (None)	DocuSigned by: Kristopher J. Kokotaylo ABFC8AFEC9714E4... Signature Adoption: Pre-selected Style Using IP Address: 206.169.145.130	Sent: 11/8/2022 11:00:44 AM Viewed: 11/8/2022 11:11:09 AM Signed: 11/8/2022 11:11:28 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
David Benoun david.benoun@newark.org City Manager Security Level: Email, Account Authentication (None)	DocuSigned by: David Benoun 075767B2C2304C4... Signature Adoption: Pre-selected Style Using IP Address: 73.170.64.230	Sent: 11/8/2022 11:11:31 AM Viewed: 11/8/2022 11:30:02 AM Signed: 11/8/2022 11:30:14 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sheila Harrington sheila.harrington@newark.org City Clerk City of Newark Security Level: Email, Account Authentication (None)	DocuSigned by: Sheila Harrington AD90989DBABE45E... Signature Adoption: Pre-selected Style Using IP Address: 206.128.122.185	Sent: 11/8/2022 11:30:18 AM Viewed: 11/8/2022 11:43:30 AM Signed: 11/8/2022 11:43:45 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Kathy Slafter kathy.slafter@newark.org Executive Assistant/Deputy City Clerk City of Newark Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 11/8/2022 11:43:48 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/1/2022 4:27:06 PM
Certified Delivered	Security Checked	11/8/2022 11:43:30 AM
Signing Complete	Security Checked	11/8/2022 11:43:45 AM
Completed	Security Checked	11/8/2022 11:43:48 AM

Payment Events	Status	Timestamps

STAFF REPORT

Item D. 7.

DATE	12/14/2023
TO	Honorable Mayor and City Council Members
FROM	Tonya Connolly, Maintenance Superintendent
SUBJECT	Adopt a resolution approving Amendment No. 2 to the Contractual Services Agreement with West Coast Arborists, Inc. for tree maintenance services

SUMMARY AND RECOMMENDATION

The City of Newark and West Coast Arborists, Inc. (WCA), are parties to a Contractual Services Agreement (Agreement) for ongoing tree maintenance services. An increase to the Agreement of $1,630,000 is necessary to reflect the amount budgeted for current services; to complete an increased scope of work in Fiscal Year 2024 including planting additional trees, raising canopies, additional park maintenance; and to secure additional services for the upcoming storm season. Staff recommends that the City Council approve an amendment to the Agreement to increase the total not-to-exceed amount to $2,840,000. There are no necessary budget amendments as the City Council has previously authorized all funding under the contract.

BACKGROUND

In April 2019, the City awarded a Contractual Services Agreement (Agreement) to West Coast Arborists, Inc. (WCA) for tree maintenance services with an initial not-to-exceed amount of $955,000. This not-to-exceed amount was based on anticipated funds from the Capital Improvement Plan (CIP), the Maintenance Division's Operating Budget for Contractual Services in the 2018-2020 Biennial Budget, and remaining funds from prior CIP projects. The term of the Agreement was for an initial 15-month period with the option to extend the service agreement for four (4) additional 12-month periods. The Agreement was extended, and in June 2023, City Council approved Amendment No. 1 to increase the not-to-exceed amount by $675,000 to a total of $1,630,000. This action also included a budget amendment of only $175,000 for increased services, as $500,000 was already available within budget.

Through the first four years of the Agreement, WCA has provided satisfactory tree maintenance services to four Tree Pruning Areas throughout the City, performed visual assessments in four additional Tree Pruning Areas, and has provided a significant amount of emergency tree services during storm events and non-business hours. From June 2023 to present, the Maintenance Division of Public Works has also completed several projects with the assistance of WCA services.

DISCUSSION/ANALYSIS

A second amendment to the Agreement with WCA is necessary to complete (1) remaining work in the Agreement that received funding approval from City Council, but has not yet been added to the Agreement amount; (2) additional anticipated emergency tree maintenance services in the upcoming storm season due to more recent weather predictions and (3) outstanding projects such as park and street tree pruning, removal of additional trees that failed during the last storm season, and the planting of over 250 trees. These services are estimated to cost $1,210,000, which would increase the Agreement not-to-exceed amount to $2,840,000.

FISCAL IMPACT

There is no fiscal impact associated with this action. The adjustment to the total not-to-exceed amount under the Agreement does not require additional funding, as City Council previously approved the required funding sources: the Landscape-Parks operating budget, Landscaping and Lighting District funds, gas tax revenue, and approved Capital Improvement Plan projects.

REVIEW AND APPROVAL

Prepared by - Tonya Connolly, Maintenance Superintendent
Reviewed by - Soren Fajeau, Public Works Director
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Resolution

Amendment No. 2 WCA

CSA and First Amendment for WCA

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AMENDMENT NO. 2 TO THE CONTRACTUAL SERVICES AGREEMENT WITH WEST COAST ARBORISTS, INC. FOR TREE MAINTENANCE SERVICES

WHEREAS, the City of Newark awarded a Contractual Services Agreement ("Agreement") to West Coast Arborists, Inc. for tree maintenance services in April 2019; and

WHEREAS, pursuant to Section 18 of the Agreement entitled, "Term/Termination" the City elected to extend the Agreement for an additional one (1) year term from July 1, 2023 through June 30, 2024 with a not-to-exceed amount of $955,000; and

WHEREAS, Amendment No. 1 to the Agreement dated June 14, 2023, increased the not-to-exceed amount to $1,630,000.

WHEREAS, staff has identified a need to amend the Agreement to increase the not-to exceed amount to $2,840,000 to align with budgeted expenditures to date and the anticipated remaining scope of services in Fiscal Year 2024.

NOW THEREFORE, BE IT RESOLVED that the City Council does hereby approve Amendment No. 2 to the Contractual Services Agreements with West Coast Arborists, Inc., to increase the not-to- exceed amount of the Contractual Services Agreement to $2,840,000, with any written task orders approved by the Public Works Director based on previously approved budgetary sources.

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the above Contractual Services Agreement amendment, on file with the City Clerk, in a form approved by the City Attorney.

SECOND AMENDMENT TO THE
CONTRACTUAL SERVICES AGREEMENT
BETWEEN THE CITY OF NEWARK AND
WEST COAST ARBORISTS, INC.

This Second Amendment to Contractual Services Agreement between the City of Newark, a municipal corporation, ("City") and West Coast Arborists, a California corporation ("Consultant") (sometimes referred to as "Parties") dated April 12, 2019 (the "Agreement"), is entered into as of _____, 2023 for ongoing tree maintenance services at City parks, streets, and other City-owned property.

RECITALS

WHEREAS, the Parties executed the Agreement for the purpose of having Consultant perform ongoing tree maintenance services at City parks, streets, and other City-owned property; and

WHEREAS, Section 25, 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 Agreement was initially for one fifteen-month term and the City has the option to extend the Agreement for up to four additional fiscal years; and

WHEREAS, the Parties agreed to Amendment No. 1 dated June 14, 2023, to increase the original not-to-exceed amount of the Agreement from $955,000 to $1,630,000; and

WHEREAS, a second amendment is to a not-to-exceed total of $2,840,000 is necessary to align the total not-to-exceed amount in the Agreement with the total budgeted expenditures to date and the anticipated work to be completed in the remainder of Fiscal Year 2024; 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 total not to exceed compensation by $1,210,000, for a total not to exceed amount of $2,840,000.

2. 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: _____

Attest:

_____
Sheila Harrington
City Clerk

Approved as to Form:

_____
Kristopher J. Kokotaylo
City Attorney

WEST COAST ARBORISTS, INC.

By: _____

_____
Printed Name

Dated: _____

C19016
R 10913

CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS
TREE MAINTENANCE SERVICES

This Service Agreement (hereinafter "Agreement") is made and entered into this 12th day of APRIL, 2019 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and **WEST COAST ARBORISTS, INC.**, a California Corporation ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

WHEREAS, City requested proposals to perform ongoing Tree Maintenance Services in City parks, streets, and other City-owned property.

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

WHEREAS, in reliance upon Consultant's documentation of its qualifications, as set forth in the proposal and 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 Nine Hundred Fifty-Five Thousand and 00/100 Dollars ($955,000.00) combined for Fiscal Years 2018-2019 and 2019-2020 unless the performance of services and/or reimbursement of costs and expenses in excess of said amount has been approved in advance of performing such services and/or incurring such costs and expenses, evidenced in writing as Additional Services by Task Order (see Section 4. Additional Services of this Agreement).

B. Method of Billing. To request payment, Consultant shall submit monthly invoices to City identifying Services performed and the charges therefore (including identification of personnel who performed Services, hours worked, hourly rates, certified payrolls and any 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 billing, 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.

The duration of this contract shall be from April 15, 2019 to June 30, 2020. If both the City and Consultant agree, this contract is renewable by Task Order for up to four (4) additional one (1) year periods, as authorized by the Public Works Director, subject to available funding to be approved in advance by the City Council. Renewal contract prices for each annual renewal may be increased by a percentage equivalent to the San Francisco-Oakland-San Jose All Urban, All Terms Consumer Price Index as listed on the Bureau of labor web page (http:/ / data.bls.gov/ cgi-bin/ surveymost) for the most recent twelve (12) month period available at the time renewal is being contemplated.

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

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

6. **PERSONNEL.** Consultant understands that, in entering into this Agreement, City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of Consultant, including the qualifications of its Authorized Representative, its designated personnel, and its subconsultants, if any, 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, equipment, tools and labor 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 and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements that affect the coverage required by these specifications at any time. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).

2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto), or Code 8 (hired) and 9 (non-owned) if consultant has no owned autos.

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

C. Minimum Limits of Insurance.

Consultant shall maintain limits no less than:

1. General Liability: (including products-completed operations, personal and advertising injury)	**$2,000,000** per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:	**$2,000,000** per accident for bodily

injury and property damage.

3. Employer's Liability: **$1,000,000** per accident for bodily injury or disease.

4. Errors and Omissions Liability: **$1,000,000** per occurrence or claim.

D. Deductibles and Self-Insured Retentions.

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

E. Claims Made Policies.

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

F. Wasting Policies.

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

G. Remedies.

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

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

2. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

3. Terminate this Agreement.

H. Acceptability of Insurers.

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

I. Other Insurance Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The provisions of this paragraph are not limited by and do not affect the provisions of this contract relating to insurance.

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

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

16. TERM/TERMINATION.

A. The term of this Agreement shall commence upon the date first hereinabove written and shall expire on June 30, 2020. At the end of the term, the City may renew this Agreement for up to four (4) additional one-year terms as authorized by the Public Works Director, subject to prior funding approval by the City Council and pursuant to Section 4 of this Agreement.

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

17. CONTRACT ADMINISTRATION. This Agreement shall be administered by 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:

WEST COAST ARBORISTS, INC.	CITY OF NEWARK
VICTOR GONZALEZ, M.A. **Vice President**	PUBLIC WORKS DIRECTOR **Administrator**
Address: West Coast Arborists, Inc. 2200 E. Via Burton Street Anaheim, CA 92806	City of Newark Attn: Asst. Maintenance Superintendent 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 _____
Alan L. Nagy, Mayor

Date 4/11/2019

WEST COAST ARBORISTS, INC.
a California corporation

By _____
Patrick Mahoney, President

Date 4/3/19

Attest:

_____
Sheila Harrington, City Clerk

Date 4/11/2019

Approved as to form:

_____
Kristopher J. Kokotaylo, Interim City Attorney

Date 4/16/19

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On April 3, 2019 before me, Arlene Anna Biscan,
Date *Here Insert Name and Title of the Officer*

personally appeared Patrick Mahoney
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature
Signature of Notary Public

ARLENE ANNA BISCAN
COMM. #2139731
Notary Public - California
Orange County
My Comm. Expires Jan. 9, 2020
NRO1

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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EXHIBIT A

SCOPE OF SERVICES

The Tree Maintenance Scope of Services is generally described as follows:

1. Prune miscellaneous street trees of various sizes in specified project areas and throughout the City.
2. Prune miscellaneous trees of various sizes along public right-of-ways and medians throughout the City.
3. Prune miscellaneous park trees and other trees, of various sizes throughout City parks and other properties.
4. Remove miscellaneous trees, including stumps, of various sizes throughout the City.
5. Replace 15-gallon container size trees of various varieties at removal locations.
6. Soil drench treatment for aphids to various trees throughout the City.
7. Provide inspection services as needed

The full Scope of Services and all related requirements are specific in the 2019-2020 Tree Maintenance Services Request for Proposals dated February 28, 2019, incorporated herein by reference.

EXHIBIT B

PAYMENT

Consultant's Tree Maintenance Services are to be billed monthly on an itemized basis with total quantities provided pursuant to the service item prices detailed below:

Service Category	Unit	D.B.H.	Item Price
Median Tree Pruning	Each	7"-12"	$ 90.00
	Each	13"-18"	$ 170.00
	Each	19"-24"	$ 220.00
	Each	25"-30"	$ 325.00
	Each	30"+	$ 525.00
Street Tree Pruning	Each	0"-6"	$ 40.00
	Each	7"-12"	$ 70.00
	Each	13"-18"	$ 125.00
	Each	19"-24"	$ 175.00
	Each	25"-30"	$ 280.00
	Each	30"+	$ 390.00
Park Tree Pruning	Each	7"-12"	$ 90.00
	Each	13"-18"	$ 170.00
	Each	19"-24"	$ 220.00
	Each	25"-30"	$ 325.00
	Each	30"+	$ 525.00
Tree Removal	Each	7"-12"	$ 300.00
	Each	13"-18"	$ 445.00
	Each	19"-24"	$ 595.00
	Each	25"-30"	$ 935.00
	Each	30"+	$1,465.00

(Continued next page)

EXHIBIT B (cont.)

PAYMENT

Service Category	Unit	D.B.H.	Item Price
Stump Removal	Each	0"-6"	$ 40.00
	Each	7"-12"	$ 95.00
	Each	13"-18"	$ 175.00
	Each	19"-24"	$ 250.00
	Each	25"-30"	$ 350.00
	Each	30"+	$ 350.00
Soil Drench	Each	7"-12"	$ 30.00
	Each	13"-18"	$ 30.00
	Each	19"-24"	$ 50.00
	Each	25"-30"	$ 85.00
Root Barrier	Each	N/A	$ 130.00
Trees - 15 Gallon	Each	N/A	$ 130.00
Drain Pipe	Each	N/A	$ 19.00
		Branch Dia.	
Branch Removal	Each	0"-3"	$ 39.00
	Each	3"-6"	$ 80.00
	Each	6"-9"	$ 105.00
	Each	9"-12"	$ 170.00
Crew Rental – 1 man	hour	N/A	$ 73.00
Crew Rental – 3 men	hour	N/A	$ 219.00
Level One Arborist Inspection	per tree	N/A	$ 3.00

As derived from the itemized list above and with consideration of the total scope of services contemplated, the total combined contract amount of this Agreement for Fiscal Years 2018-2019 and 2019-2020 is Not To Exceed $955,000.00 without advanced approval via Task Order pursuant to Section 4 of the Agreement. Potential annual renewals pursuant to this Agreement require advanced funding approval from the City Council of the City of Newark.

Consultant shall pay the applicable general prevailing wage rates on file with the Department of Industrial Relations for all applicable services rendered by its employees under this Agreement and in accordance with the requirements in the Request for Proposals. Certified payrolls shall be provided by Consultant with each payment request.

EXHIBIT C

CONSULTANT'S QUALIFICATIONS

(see attached)

WCAINC.COM ▪ 800.521.3714 ▪ LIC #366764 ▪ DIR #1000000956

CITY OF NEWARK

2019-2020 TREE MAINTENANCE SERVICES

Setting the gold standard.

Tree Pruning

Tree Removal

Tree Planting

GPS Tree Inventory

Emergency Response

Plant Health Care

ISA Certified

1 STATEMENT OF QUALIFICATIONS

WEST COAST ARBORISTS, INC. (WCA) is a family-owned and operated union company employing over 900 full-time employees providing tree maintenance and management services. We are proudly serving over 275 municipalities and public agencies. We provide superior and safe tree care operations seven days a week, 24 hours a day throughout California and Arizona,

COMPANY INFORMATION
President: Patrick Mahoney
Organization Type: Corporation
Established: 1972
Federal Tax ID: 95-3250682
DIR Registration: 1000000956
Members of Laborers' Union: LiUNA!

CORPORATE OFFICE
2200 E. Via Burton St.
Anaheim, CA 92806

REGIONAL OFFICES
Fresno, CA
Phoenix, AZ
Riverside, CA
Sacramento, CA
San Diego, CA
San Jose, CA
San Francisco, CA
Stockton, CA
Ventura, CA

AUTHORIZED CONTACTS
CONTRACT ADMINISTRATION
Victor Gonzalez, Vice President
Corporate Office
Phone (714) 991-1900
Fax (714) 956-3745
Email: vgonzalez@wcainc.com

FIELD MANAGEMENT
Joe Bartolo, Area Manager
390 Martin Ave.,
Santa Clara, CA 95050
Phone (408) 855-8660
Fax (408) 844-8606
Email: jbartolo@wcainc.com

EMERGENCY RESPONSE 24/7
866-LIMB-DOWN

OUR VISION

As a corporate citizen, WCA's responsibility and accountability are to the communities where we do business. We hold ourselves to the highest standards of ethical conduct and environmental responsibility, communicating openly with our customers and the communities in which we work. It is our goal and vision to lead the industry in state-of-the-art urban tree care and management services.

Tree care professionals serving communities who care about trees.

100% CUSTOMER SATISFACTION

Customer satisfaction is our top priority. We guarantee your complete satisfaction with every facet of our services. Our dedication to customer service has earned WCA a reputation unrivaled in the industry for dependability, integrity, quality and courtesy. We authorize our employees to do whatever is necessary to achieve the highest quality results. We know that high quality work saves our customer's valuable time and is far more cost effective if we do our work properly the first time. We are committed to courteous and prompt customer service to fully resolve any issue.

80+ ISA Certified Arborists

40+ Years Experience (Similar Size & Scope)

900+ Qualified Employees

Proud Union Company LiUNA!

Local Office San Jose

1,500 Pieces of Equipment (Owned)

CORPORATE CAPABILITIES

West Coast Arborists, Inc., is committed to successfully completing each project in accordance with the specifications, budget, schedule and with the highest quality of service. Our customers' satisfaction is a direct result of our means to carry out each project. Listed below are some of our corporate capabilities, which not only provide a sense of comfort and confidence to our customers, but also assure them of our continuous ability to carry out the duties of managing their urban forest.

- In business continuously and actively since 1972
- Contractor's License C61/D49 & C27
- Over $8,500,000 line of credit available
- Bonded by CBIC, an A+ rated company
- Over 840 employees
- Over 250 contracts with public agencies
- 80+ Certified Arborists
- 142 Certified Tree Workers
- Drug-free workplace
- 14,000 sq. ft. company-owned Headquarters (Anaheim)
- Department of Agriculture Nursery license
- Avg. 500,000 trees **pruned** annually over past 3 years
- Avg. 18,000 trees **removed** annually over past 3 years
- Avg. 14,000 trees **planted** annually over past 3 years
- Avg. 250,000 trees **inventoried** annually over past 3 years
- Fully insured with insurance up to $10 million
- Federal Tax ID #95-3250682, current on all taxes and fillings with state and federal government
- Sales volume over $95 million annually
- Fleet of approximately 1,000 pieces of equipment

Active Memberships:

Tree Care Industry Association (TCIA)
International Society of Arboriculture (ISA)
League of California Cities (LCC)
California Parks & Recreation Society (CPRS)
Association of California Cities- Orange County (ACCOC)
Maintenance Superintendents Association (MSA)
California Landscape Contractors Association (CLCA)
Street Tree Seminar (STS)
California Urban Forest Council (CaUFC)
American Public Works Association (APWA)

dca DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE

License Number **366764** Entity CORP

Business Name WEST COAST ARBORISTS INC

Classifications(s) C61/D49 C27

Expiration Date 12/31/2020 www.cslb.ca.gov

State of California
Department of Industrial Relations

Labor Law | Cal/OSHA - Safety & Health | Workers' Comp | Self Insurance | Apprenticeship

Public Works > Public Works Contractor (PWC) Registration Search

Public Works Contractor (PWC) Registration Search

Enter at least one search criteria to display registered public works contractor(s) matching your selections.

Note: Search results will display all of the public works contractor registrations, both current and expired.

Make sure the proper registration fiscal year is selected when performing a search.

Registration Fiscal Year: 7/1/2018 - 6/30/2019
PWC Registration Number: example: 1234567890
Contractor Legal Name: West Coast Arborists, Inc.
License Number: example: 123456 Contractor License Lookup
County: Select County

Search Reset

This is a listing of PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section

Search Results
One registered contractor found: 1

Details	Legal Name	Registration Number	County	City	License Type/Number(
View	WEST COAST ARBORISTS, INC	1000000956	ORANGE	ANAHEIM	CSLB:366764

DIR # 1000000956

dpr

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION
1001 I STREET
SACRAMENTO, CALFORNIA 95814

ISSUED: January 01, 2018
EXPIRES: December 31, 2019

Pest Control Business - Main
LICENSE
LICENSE NO. 39575

Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address
WEST COAST ARBORISTS, INC.
2200 E VIA BURTON ST
ANAHEIM, CA 92806

Business Location
WEST COAST ARBORISTS, INC.
2200 E VIA BURTON ST
ANAHEIM, CA 92806

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
THIS LICENSE IS NOT TRANSFERABLE – ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE

2 STAFF QUALIFICATONS

Staff members have diverse educational backgrounds including accounting, business administration, engineering, and forestry.

INTRODUCTION

West Coast Arborist's (WCA) is a company comprised of a management team and a safety committee. Staff members have diverse educational backgrounds including accounting, business administration, engineering and forestry.

WORK FORCE

WCA actively maintains ongoing processes to assure that only qualified and competent staff provides safe and quality tree maintenance services. These skilled employees can only be achieved through both training and work experience. We believe that essential experience should always be obtained through qualified supervision; this includes both basic and extended skills. WCA makes every attempt to ensure that this is undertaken before performing work, leading a crew, or career advancement. The work performed on this contract is routine, recurring and usual. The work includes watering, trimming, pruning, planting, removal and replacement of trees and plants, and servicing of irrigation. The rates included in the Cost Proposal are based on the current prevailing wage determination for "Tree Maintenance (Laborer)."

CERTIFICATION

WCA encourages its employees to get certified through the International Society of Arboriculture, in an effort to raise the standard of professional tree care companies. This standard exemplifies our company's commitment to providing customers with competent, knowledgeable certified workers. WCA employs a large number of ISA Certified Arborists and ISA Certified Tree Workers.

CREW EVALUATION

WCA employees are evaluated through an internal mechanism supervised by our Management Team. Each employee performs their duties according to a criteria-based job description that reflects safety, quality workmanship, productivity, appropriateness of care, problem solving and customer service. A performance appraisal is conducted for each employee upon completion of the probationary period and at least annually thereafter. Each worker is also required to complete a competency assessment and orientation upon hire and annually thereafter in selected areas to assure that ongoing requirements are met and opportunities for improvement are identified.

Patrick Mahoney, President

Richard Mahoney, Vice President

Rose Epperson, Vice President

Debbie DePasquale, VP Contract Services

Chris Crippen, VP IT

Victor Gonzalez, VP Marketing

Andy Trotter, VP Field Operations

Randy Thompson, VP Operations

Jason Pinegar, Regional Manager

UPPER MANAGEMENT TEAM

From marketing, contract administration, field and fleet management, to information technology, our Upper Management Team is involved in the day-to-day operations supporting each Project Team and Customer to ensure the highest quality of tree care is being achieved in the industry.

PROJECT TEAM

JOE BARTOLO, AREA MANAGER

ISA Certified Arborist #WE 2034AU ▪ ISA Tree Risk Assessment #E0509 ▪ TCIA Certified Arborist #303 ▪ TLC Wildlife Aware

Mr. Bartolo has been with WCA since 1994. He has over 20 years experience in the arboriculture field. He is responsible for estimating, scheduling, contract administration, personnel and daily operation. He is responsible for field operations, customers service, and management of crews throughout Santa Clara County. Through his employment he has gained valuable experience in computer estimating, tree inventory systems, and costing programs which are essential in the efficient operation of tree crews.

RAY ONTIVEROS SUPERVISOR

TLC Wildlife Aware ▪ TCIA Certified Treecare Safety Professional #2597

As Site Supervisor, Ray is a full-time employee who speaks fluent English. He is responsible for reviewing the day's activities, assisting the Area Manager in scheduling, and ensuring proper safety procedures are being followed. As Supervisor, he will communicate with contract administrators and other interested parties on a daily basis. Report and resolve malfunctions, damage, or industrial injury. He will also assist in employee training programs, maintain records, and file daily reports and receipts.

LORENE OKAMOTO, CUSTOMER SERVICE REPRESENTATIVE (CSR)

As the CSR (Customer Service Representative), Lorene is responsible for providing support to the Area Manager, Site Supervisors and crew. She is to act as a liaison between the company and it's clients as well as the general public. Lorene is responsible for responding to customer service inquires and facilitating contracting functions, such as: mapping, underground service alert, data entry, field book preparation, list preparation, etc.

ERNESTO MACIAS, SAFETY MANAGER/ UNION LIAISON

ISA Certified Arborist #WE 7120AUM ▪ TICA Safety Professional #1115

Ensures safety company-wide which includes the development, implementation and review of the company's in-house training programs, crew safety audits, and the company's Injury & Illness Prevention Program.

GLENN REEVE, CONSULTING ARBORIST

ISA Board Certified Master Arborist WE 10177ATM ▪ DPR Qualified Pest Control Applicator # 136261 ▪ TLC Wildlife Aware

WCA's PHC program is managed in-house; there is no subcontracting. Staff is licensed by the CA Dept. of Pesticide Regulation. Our program goes beyond standard chemical applications as we expanded our services to include an Integrated Pest Management program. Inspection, diagnosis, treatments, evaluations and arborist reports are available as needed.

Joe Bartolo, Area Mgr.

Ray Ontiveros, Supervisor

Lorene Okamoto, CSR

Ernesto Macias, Safety Mgr.

Glenn Reeve, Consulting

900+
Employees

LiUNA!

In partnership with the Laborer's International Union of North America
Higher Standards + Exemplary Training = Superior Employees

ISA Certified

81 Arborists

5 Board Certified Master Arborists

142 Tree Workers

WCA staff is trained to design and implement Traffic Control Plans.

ATSSA

1 Certified Urban Forester

74 WCA Certified Utility Line Clearance Workers

18 ISA Certified Utility Specialists

25 TCIA Certified Tree Care Safety Professionals

8 ISA Municipal Specialist

1 Nursery in Placentia & Dedicated Manager

6 Information Technology Specialists

75 Fleet Mechanics

16 NCCCO Certified Crane Operators

Unique Capabilities

PHC

WCA has developed an exemplary Plant Health Care Program that goes beyond standard chemical applications.

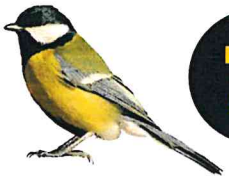
CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

2 Advisors

10 Applicators

WILDLIFE PROTECTION

WCA's VP of Field Operations is a key contributor in identifying and developing the first ever Best Management Practices guidelines for Tree Care for Birds and Other Wildlife.



70

WCA has 70 staff members certified through the Wildlife Aware and Wildlife Training Institute.

Board Certified Master Arborists

Michael Palat WE 6541 BUM
Kelley Gilleran WE 7061 B
Tim Crothers WE 7655 BUM
Cris Falco WE 7490 B
Glenn Reeve WE 10177 B

ASCA | RCA

2 ASCA Consulting Arborists: Michael Mahoney, RCA #353 • Cris Falco, RCA #557

WCA's ISA Certified Arborists

Employee Name	Cert #
ADAN BALTAZAR REYNAGA	WE-7786AT
AL EPPERSON	WE-0719A
ANDREW R. TROTTER	WE-0642A
ARLENE BISCAN	WE-9806A
BENJAMIN EUGENE BORDSON	WE-10777A
BRIAN C. KIRKEGAARD	WE-10476A
BRIAN M. KOCH	WE-0341A
CALVIN F. HAUPT	WE-7634A
CARLOS BRACAMONTES	WE-8557A
CHARLES PATRICK MADSEN	WE-0462A
CORINNE GRUNDER BASSETT	WE-11625A
CRISTAN ANGELO FALCO	WE-7490A
CURTIS PATRICK WORTH	WE-10972A
DANIEL CHAVARRIA	WE-10292A
DANIEL MAHONEY	WE-10434A
DAVID COOPER	WE-0497A
DEBORAH DEPASQUALE	WE-3812A
EDUARDO VARGAS	WE-11058AT
ELOY MARQUEZ	WE-11566AT
ERICK SERRANO	WE-6750A
ERNESTO J. F. MACIAS	WE-7120A
EUGENE BARRIENTOS	WE-8701A
FELIX HERNANDEZ	WE-2037A
GERARDO PEREZ	WE-9131AT
GERARDO MARTINEZ GARCIA	WE-11358A
GLENN D. WHITLOCK REEVE	WE-10177A
GONZALO REGALADO	WE-9952A
HECTOR MONTES	WE-8079A
HERMINIO PADILLA	WE-7552A
HUGO ANGEL RINCON	WE-8710A
IGNACIO LOPEZ	WE-7329A
ISIDRO ESTRADA BARBOZA	WE-11685A
J. ALONSO GARCIA-LOPEZ	WE-8499A
JAIME ROGELIO HERNANDEZ	WE-5297A
JAMES CHARLES WORKING	WE-1592A
JAMES PAUL SPECK II	WE-10858AT
JARED LEE MAYSEY	WE-11510A
JASON PINEGAR	WE-2039AU
JASON ROSS DAVLIN	WE-7628A
JEFFERY B. WILLIAMS	WE-1100A
JESUS RAYA	WE-3449A
JOEL LOPEZ	WE-10871A
JOHN LEE PINEDA	WE-10367A
JORGE MAGANA	WE-3460A
JOSE A. GONZALEZ MENDEZ	WE-6475A
JOSE M. CORTEZ TORRES	WE-8539A
JOSE M. CHAVARRIA MANZO	WE-11210AT
JOSE MANUEL PEREZ	WE-0818A
JOSEPH BARTOLO	WE-2034AU
JOSEPH NICK ALAGO	WE-4396A
JUAN ORTIZ	WE-8514A
JUAN C. IXTA	WE-10144A
JUSTIN LEE MENZEL	WE-11756A
KELLEY LEWIS GILLERAN	WE-7061A
KRIS BURBIDGE	WE-9566A
LEONEL CORTEZ	WE-8625A
LORENZO PEREZ	WE-7443A
MANUEL BRIANO	WE-8791A
MARCO A. PADILLA JIMENEZ	WE-8621A
MARIA MUNOZ-CAMPOS	WE-8267A
MATEO ARVIZU	WE-10151A
MICHAEL W. PALAT	WE-6541A
NESTOR VALENCIA	WE-11359A
PATRICK D. MAHONEY	WE-1172A
RANDY J. THOMPSON	WE-1043A
REBECCA A. MEJIA	WE-2355A
RENE ROSALES	WE-7941AT
RICHARD R. MAHONEY	WE-1171A
ROBERT D. THOMPSON	WE-0915AU
RODNEY LYNN MORGAN	WE-9546A
ROSE M. EPPERSON	WE-1045A
SEAN PATRICK SULLIVAN	WE-10050A
SHAWN A. GUZIK	WE-3182A
STEFAN B. KALLENBERG	WE-10730A
STEPHEN GLENN DAVIS JR	WE-10894A
STEVE B. HUNT	WE-1044A
TIMOTHY CROTHERS	WE-7655A
VICTOR M. GONZALEZ	WE-7175A
WALLACE BURCH	WE-0713A
WILLIAM STEVE PONCE	WE-6461A

JOSE INEZ MANCILLA	WE-10983T
JOSE JUAN PEREZ	WE-11246T
JOSE LUIS DELREAL	WE-11231T
JOSE M. CORTEZ TORRES	WE-8539AUT
JOSE M. MUNIZ GARCIA	WE-11686T
JOSE M. CHAVARRIA MANZO	WE-11210T
JOSE MANUEL PEREZ	WE-0818AT
JOSE R. GRANADOS	WE-11186T
JOSEPH ANTHONY NUNN	WE-11034T
JUAN BECERRA	WE-10932T
JUAN MARQUEZ	WE-10987T
JUAN ORTIZ	WE-8514AT
JUAN TELLEZ TAPIA	WE-11137T
JUAN AMADOR ARCE	WE-11480T
JUAN C. PENA-ARIAS	WE-11327T
JUAN CARLOS MORA	WE-11019T
JULIO C. GARCIA VAZQUEZ	WE-11175T
KYLE JAMES VIGNEAU	WE-10962T
LEONARDO RAMOS	WE-11264T
LEONEL CORTEZ	WE-8625AT
LETUSA MUAAU JR	WE-11021T
LORENZO PEREZ	WE-7443AT
LUIS A. MUNOZ RAMIREZ	WE-11023T
LUIS P. PEREZ	WE-11245T
MANUEL BARRAGAN	WE-10925T
MANUEL BRIANO	WE-8791AT
MARCO A. PADILLA JIMENEZ	WE-8621AT
MARCO ANTONIO VERGARA	WE-11065T
MARCOS RICHARD-MARTINEZ	WE-10989T
MARCOS GAMINO	WE-11482T
MARTIN BARRERA	WE-10928T
MATEO ARVIZU	WE-10918T

WCA's ISA Certified Tree Workers

Employee Name	Cert #
ADAM RODRIGUEZ	WE-11281T
ADAN BALTAZAR REYNAGA	WE-7786AT
AGUSTIN LOZANO	WE-11306T
ALEJANDRO VALENZUELA	WE-11674T
ALFREDO ANGEL LOPEZ	WE-11334T
ANDRES ROMAN	WE-11285T
ANTONIO CASTELLANOS	WE-11203T
ANTONIO GRADILLA	WE-11185T
ANTONIO GARCIA CONTRERAS	WE-11173T
ARIEL ALONSO	WE-10906T
ARMANDO SOTO	WE-11131T
ARMANDO D. LOPEZ	WE-10953T
AUDOMARO CORRAL	WE-11220T
AURELIO COVARRUBIAS	WE-11629T
AURELIO PAZ-GUZMAN	WE-11084T
BRIAN C. KIRKEGAARD	WE-10476AT
CARLOS IXTA	WE-11106T
CARLOS RAMOS	WE-11263T
CELEDONIO R. MANZANO OLEA	WE-10984T
CELESTINO PEREZ	WE-11243T
CESAR WENCESLAO	WE-10968T
CESAR G. VALENZUELA REYES	WE-11076T
CHARLES F.M. INSCO	WE-11368T
CURTIS PATRICK WORTH	WE-10972AT
DANIEL CHAVARRIA	WE-10292AT
DANIEL RIVAS	WE-10850T
DANIEL GEORGE POTTS	WE-11534T
DANIEL J. KNUTSEN JR	WE-11715T
DANNY AVITIA	WE-11638T
DELFINO AGUILAR-MORALES	WE-10900T
DEMETRIO LIRA	WE-11323T
DEMETRIO OSEGUERA	WE-11043T
EDIBERTO SERNA SALAZAR	WE-11051T
EDUARDO AVILA	WE-10812T
EDUARDO MARTINEZ BECERRA	WE-10991T
EDUARDO VARGAS	WE-11058T
ELIGIO IBARRA CARDOSO	WE-11197T
ELOY MARQUEZ	WE-11566T
ENRIQUE SANDOVAL	WE-11302T
ERNESTO GONSALEZ	WE-11461T
EUGENE BARRIENTOS	WE-8701AUT
FAUSTO GUZMAN	WE-11083T
FELIX GARCIA	WE-11170T
FELIX HERNANDEZ	WE-2037AT
FRANCISCO LOPEZ	WE-10952T
FRANCISCO RAMIREZ	WE-11259T
FRANCISCO VILLANUEVA	WE-10965T
FRANCISCO URENA JIMENEZ	WE-11075T
GABRIEL GAMINO	WE-11167T
GABRIEL MERCADO RUIZ	WE-11568T
GERARDO PEREZ	WE-9131AT
GERARDO A. ORDUNO	WE-11036T
GERARDO MARTINEZ GARCIA	WE-10997T
GLENN D. WHITLOCK REEVE	WE-10177ATM
GONZALO REGALADO	WE-9952AT
HECTOR MONTES	WE-8079AUT
HERIBERTO CORONEL WENCESLAO	WE-11218T
HUGO ANGEL RINCON	WE-8710AT
HUMBERTO CHAVARRIA	WE-11207T
ISAIAS MACIAS	WE-10979T
ISRAEL A. RAMIREZ	WE-11567T
J. REFUGIO ESCAMILLA	WE-11153T
J. SOCORRO GARCIA	WE-11172T
JAIME ROGELIO HERNANDEZ	WE-5297AT
JAMES CHARLES WORKING	WE-1592AT
JEFFERY B. WILLIAMS	WE-1100AT
JESUS RAYA	WE-3449AT
JESUS A. MONTES	WE-1101AT
JESUS M. SARABIA PENA	WE-11450T
JOEL LOPEZ	WE-10871AT
JOEL MARTINEZ	WE-10992T
JOEL ORTIZ	WE-11039T
JOEL M. RIVERA	WE-11273T
JOHN LEE PINEDA	WE-10367AT
JORGE ARREOLA-HERNANDEZ	WE-11321T
JORGE DUENAS	WE-11144T
JORGE JIMENEZ	WE-11110T
JOSAFAT MONTOYA	WE-11015T
JOSE AGUAYO	WE-10899T
JOSE JIMENEZ	WE-11108T
JOSE JIMENEZ HERNANDEZ	WE-11113T
JOSE VEGA	WE-11062T
JOSE A. ALVAREZ	WE-10908T
JOSE A. GONZALEZ MENDEZ	WE-6475AT
JOSE ABEL CANCINO	WE-11192T
JOSE AGUSTIN CARRILLO	WE-11200T
JOSE F. ORELLANA	WE-11483T
ROBERT JAY ADDISON JR	WE-10898T
RODNEY LYNN MORGAN	WE-9546AUT
ROMUALDO GAETA LUNA	WE-11165T
SALOMON SILVA	WE-11053T
SALUSTIO SANCHEZ	WE-11462T
SAMUEL JIMENEZ	WE-11109T
SANTOS MACIAS LEMUS	WE-10980T
SERGIO LOPEZ-RIVERA	WE-10957T
STEFAN B. KALLENBERG	WE-10730AT
STEPHEN GLENN DAVIS	WE-10894AT
STEVE B. HUNT	WE-1044A
VENTURA GOMEZ	WE-11180T
WALLACE BURCH	WE-0713AT
MELCHOR LEMUS	WE-11237T
MICHAEL LOUIS YOUNG	WE-11687T
MIGUEL AYALA	WE-10924T
MIGUEL MACIAS	WE-10978T
NELSON R. AGUIRRE	WE-10901T
OSCAR IGNACIO RIVERA	WE-11424T
PEDRO CUEVAS	WE-11765T
PEDRO GARCIA	WE-11168T
PEDRO SANDOVAL	WE-11301T
PEDRO ALTAMIRANO	WE-11095T
RAMON ZUNIGA GOMEZ	WE-10977T
RANULFO PERALTA CASTANEDA	WE-11202T
RAUL MANZO HERNANDEZ	WE-10985T
RAUL TELLEZ TAPIA	WE-11138T
RAYMUNDO GUTIERREZ	WE-11080T
RENE ROSALES	WE-7941AT

PRUNE CLASSIFICATIONS

Grid Prune- Grid tree pruning is based on pruning in pre-designed districts, or grids on a set cycle and includes all trees (small, medium and large-sized.) Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and shall have no more than 25% of the live foliage removed at a given time.

Full Prune/Crown Reduction- Crown reduction is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be reduced. A full prune is recommended when the primary objective is to maintain or improve tree health and structure, and includes pruning to reduce overall canopy mass and excessive wood weight. Trees that are identified for a full prune shall have more than 25% of the live foliage removed at a given time.

Service Requests

A Service Request Prune includes tree maintenance services on designated tree(s) as ordered by the Agency Arborist or designee. Pruning may include structural pruning, crown raising, crown cleaning or pruning to reduce/restore the crown. Whichever work type is ordered by the Agency, pruning will be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards and the Best Management Practice, Tree Pruning Guidelines. Work assignments from the Agency may require mobilization from one tree site to another within the Agency.

Line Clearance

Trees that interfere or have the possibility of interfering with utility lines will be trimmed in a manner to achieve the required clearances as specified and in accordance with the California Public Utilities Commission. It is our goal to protect the current health and condition of the tree and to maintain its symmetry and direct growth away from the utility lines.

Small Tree Care

Proper pruning and care during the early stages of the tree's life will save money in the future, and create a safer, more beautiful, healthy, easy-to-maintain tree. We believe that tree care that is performed early will affect its shape, strength and life span. Our specialized small tree care team consists of certified personnel trained to perform the following:

- Selective structural pruning
- Removal of dead, interfering, split and/or broken limbs
- Pre-conditioning the water retention basin built around the tree
- Staking or re-staking
- Adjusting tree ties
- Adjusting trunk protectors
- Weed abatement

3 METHODOLOGY/ SERVICE APPROACH

Palm Trunk Skinning

Palm tree skinning consists of the removal of dead frond bases (only), at the point they make contact with the trunk without damage to the live trunk tissue.

Root Pruning

We strongly recommend against any root pruning, however, should the Agency elect to proceed, we recommend that it be done no closer than 3 times the diameter of the trunk. Roots will be pruned to a depth of approximately 12 inches by cleanly slicing through the roots, so as not to tear or vibrate the root causing damage to the tree. The excavated area will be backfilled with native soil and debris will be hauled away.

Tree Removal Operations

With a minimum of 48 hours advanced notice, WCA will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. The removal process consists of lowering limbs delicately onto the ground to prevent any hardscape damage. Immediately following the removal, the stump will be ground down, if ordered to do so and with proper USA notification.

Tree Planting

We can replace trees that have been removed and plant new trees in accordance with specifications. We are prepared financially and logistically to acquire and purchase selected tree species for tree planting. At a minimum of 48 hours in advance we will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. A well-trained planting team will perform the soil preparation and installation of the tree.

Tree Watering

Tree watering will be performed by a full-time, WCA team member on various routes, when requested by the Agency. This team will also be responsible for reporting special care needs to the small tree care team. This could include reporting weeds, soil that has settled, and/or staking and tying needs.

Emergency Response

We are prepared for emergency calls 24 hours a day, 7 days a week, including holidays. The toll free number is 866-LIMB-DOWN (866-546-2369). This number will be provided to the Agency, Police Department and/or Fire Department. Our emergency response team will do what is necessary to render the hazardous tree or tree-related condition safe until the following workday.

Crew Rental

Due to our vast amount of resources, including our specialty equipment and qualified personnel we are able to extend our commitment to our customers by providing various miscellaneous services outside of the most common tree maintenance services:

- Flag hanging
- Holiday light installation
- Changing ball park lights
- Misc. use of aerial towers and cranes (including equipment rental)
- Crown reduction
- Crown restoration

Arborist Reports

We have full-time Certified Arborists on staff that can prepare detailed arborist reports, tree evaluations and site inspections based on your specific needs. Reporting can be generated for one tree or an entire selection and is handled on a case-by-case basis.

Plant Health Care

Tim Crothers, Plant Health Care Manager

- ISA Board Certified Master Arborist WE-7655 BUM
- DPR Qualified Pest Control Applicator #145321
- QAL Category B & D

Our PHC program managed by Tim Crothers goes beyond standard chemical applications. We have developed an efficient Integrated Pest Management Program (IPM) that requires diagnosis before treatment. WCA is staffed with licensed applicators and advisors that are environmentally conscious as well as compliant with the California Department of Pesticide Regulation. This service allows us to provide you with:

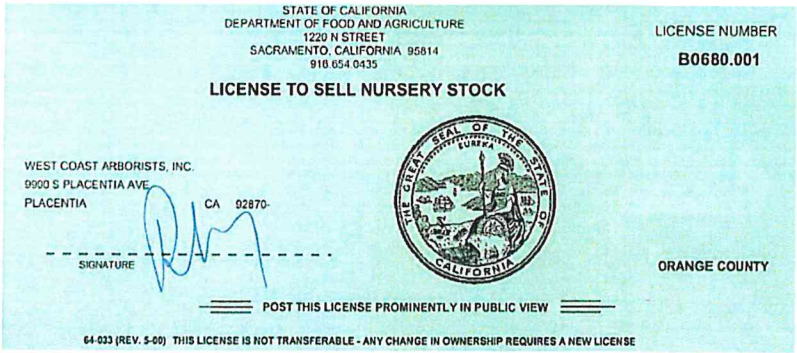
- Proper diagnosis based on on-site inspection with laboratory testing when necessary
- Proactive and preventative recommendations that reduce the amount of potential pest and disease issues
- Follow-up evaluations to ensure that the recommended treatments result in a healthy and balanced urban forest

ABILITY TO ACQUIRE, PURCHASE & STAGE TREES

Cities expect the highest quality of new trees, proven varieties and an organization with the knowledge and skills to provide them with the latest and most reliable information available related to tree planting. By meeting these expectations, we're able to contribute to the success of reforestation projects within communities. In order to complete successful tree planting programs, cities can rely on us to locate, acquire and purchase different tree species.

As part of our Corporate Capability, we are financially able to purchase large quantities of trees for planting projects. Being familiar with over 50 nurseries in California, allows us to obtain the best tree available from a broad and plentiful stock. The process by which we obtain trees is quite simple: First, we utilize our database of nurseries, and contact several of them requesting specific trees with their prices.

Upon locating the availability of trees, we then perform a tree pre-inspection at the nursery. When time is of the essence, nurseries will provide us with photos either by mail or by e-mail for our review. Once the trees are purchased, and depending on the size of the project, we have them delivered to our facility or if possible, at a staging area within the Agency. It is through this process that we have planted an average of 14,000 trees for all of our customers each year during the past three years.



STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
1220 N STREET
SACRAMENTO, CALIFORNIA 95814
916 654 0435

LICENSE NUMBER
B0680.001

LICENSE TO SELL NURSERY STOCK

WEST COAST ARBORISTS, INC.
9900 S PLACENTIA AVE
PLACENTIA CA 92870-

SIGNATURE

ORANGE COUNTY

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW

64-033 (REV. 5-00) THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE

GREEN WASTE

WCA's commitment to be a socially responsible corporate partner to our customers and communities is exemplified in our Recycling Program. With the steadily-increasing concern for the ecological health of our communities, WCA has embarked on a landfill diversion process where all material is taken to recycling facilities where it is used in the production of soil amendments. We are committed to taking all recyclable materials removed from the trees trimmed for the duration of this project to a recycling center for processing. Verification of amounts recycled will be obtained and reported by WCA via ArborAccess for the purpose of meeting the goals of the State for reducing landfill usage.

MULCH is made from coarse ground branches and leaves. It should be spread on the ground at a rate of six to twelve inches for best effect. Fresh mulch will deplete nitrogen from the surface of the soil which will reduce unwanted weeds. Once the mulch has decayed, it returns nitrogen which helps build the quality of soil for plants. A large amount of tree debris is processed by WCA and used in large scale mulching projects for establishing native plants in open space areas.

COMPOST is made from fine ground branches, leaves or other organic material. When mixed with oxygen and water, the organic material will decay or "compost." A finished compost is excellent for turning into the top layer of soil and will add nitrogen and increase the water holding capacity of soil. You can make compost at home in a pile in your yard or in a bin that you make or purchase. Large scale composting is done at regional recycling facilities.

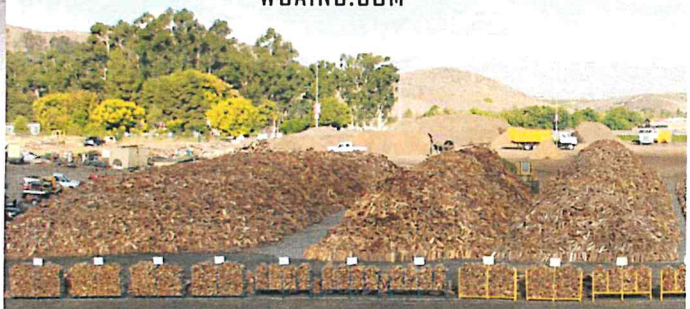
FIREWOOD is traditionally the most common use of large branches and logs. Firewood is used to heat homes during winter months. WCA takes logs to our yard.

LOGS TO LUMBER is an old idea with a new approach by converting Agency trees into usable lumber. WCA worked on a twelve month trial program with the California Department of Forestry and Fire Protection to create an environmentally sound and socially responsible alternative to importing lumber from other areas, reducing our demand on trees from natural forests.

LOGS TO LUMBER

Recycling the Urban Forest

WCA
WCAINC.COM



"Logs to Lumber" evolved from a 12-month trial program where West Coast Arborists, Inc. (WCA) worked with the California Department of Forestry and Fire Protection (CDF).

The Goal
is to create an environmentally sound and socially responsible alternative to importing lumber from other areas and to reduce the demand on trees from natural forests.

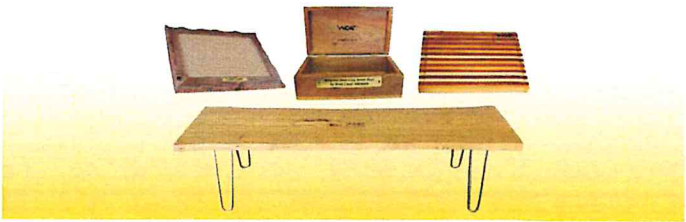
Reducing
waste from the urban forest.

Converting
trees removed into useable lumber.

Assisting
with landfill diversion (AB939).

Giving
back to the Community!

The program proves to be successful and now WCA transports suitable logs to our wood recycling center, Woodhill Firewood.



IMPLEMENTATION PLAN

To ensure the quality of work and the level of service expected, WCA abides by a well-defined quality control plan that incorporates the following:

- Certified personnel
- Safety
- Pruning specifications and guidelines
- Sound equipment
- Public relations
- Proper traffic control
- State-of-the-art communication systems

Special shifts including weekends and evenings can be arranged in accordance with the Agency's specifications.

Project/Area Manager: JOE BARTOLO

ISA Certified Arborist #WE 2034AU

The project Area Manager will be the central point of contact and will work cooperatively with Agency staff, local residents and business owners, etc. The Area Manger will provide overall field supervision and crew management.

Daily Management

Daily management will consist of, but not be limited to:

- Email notification complete with location, crew, equipment type, and work description
- Supervise crew personnel to insure proper pruning standards are followed in a safe manner
- Traffic control setup and maintenance of work zone
- Ensure work area is left free of debris at the end of shift
- Maintain record of work completed each day
- Maintain good public relations at all times
- Provide immediate notification to Agency Inspector upon damage of personal property including a plan for corrective measures to take place within 48 hours

Weekly Management

Weekly management will consist of, but is not limited to:

- Weekly inspection of work completed
- Meet with the Agency to review work schedule and progress
- Insure standards of pruning are performed in accordance with Agency specifications
- Maintain open communication with the Agency Inspector and field crew

4 QUALITY CONTROL

Scheduling of Work

The Area Manager is responsible for scheduling work which shall conform to the Agency's schedule of performance. We recommend equal distribution of work throughout the course of the fiscal year. Notifications will be provided to residents prior to the start of pruning operations in said area. All work will be performed in a cooperative manner as to cause the least amount of interference or inconvenience.

Public Notification

Upon Agency staff approval, WCA will post a door hanger notice prior to commencement of grid pruning (within 24-48 hours). After tree plantings, door hangers will be provided to residents instructing them on the proper care for their newly planted tree. For more comprehensive outreach we can also submit a press release for special projects or routine maintenance. The Agency may modify the procedures and materials to which we notify residents.

Communication Systems

Our use of modern and reliable communication systems affect our daily job performance by increasing our efficiency. Management and Field Personnel utilize smart phones as both navigational and communication devices in the field. Smart phones have proven to be a convenient method to input data as related to tree inventories, daily work records, timesheets, photos, and billing information; eliminating the need to handwrite data and improving customer service by minimizing response time.

Permits and Licensing

WCA will procure a City Business License as necessary and any "no-fee" permits prior to commencement of work. Permits (i.e., encroachment, traffic control, etc.) requiring fees will be charged back to the Agency.

Right-of-Way

All work will be performed in the public right-of-way. Employees will not utilize private property for eating, breaks or any other reason or use water or electricity from such property without prior written permission of owner.

Cooperation and Collateral Work

WCA will give right to operate within the project to the Agency workers and/other contractors, utility companies, street sweepers, and others as needed in a cooperative effort to minimize interference in daily operations.

WORKFLOW TIMELINE

Grid Pruning Flowchart (30 day Completion)

- Work request received from Customer
- CSR creates a work order & gives to Area Manager
- Area Manager schedules the work & informs the Customer
- Work order is given to the Foreman
- Foreman posts public notices
- Crew performs work
- Foreman completes work order & inventory; then submits to office
- CSR closes work order; Billing Dept. prepares invoice

Removal Flowchart (15 day Completion)

- Customer marks trees for USA & notifies resident
- Work request received from Customer
- CSR creates work order & contacts USA 48 hours in advance of work
- Work order is given to the Area Manager
- Area Manager schedules work, informs the Customer & gives work order to Foreman
- Crew performs work
- Foreman completes work order & inventory; then submits to office
- CSR closes work order; Billing Dept. prepares invoice

Planting Flowchart (15 day Completion)

- Work request received from Customer
- CSR prepares work order & orders tree(s) from Nursery Manager
- CSR gives work order to Area Manager to schedule work & inform the Customer
- Work order is given to the Foreman
- Crew performs work & hangs tree care door hanger
- Foreman completes work order & inventory; then turns in
- CSR closes work order; Billing Dept. prepares invoice
- Billing Dept. processes & prepares invoice

Service Request Flowchart (15 day Completion)

- Work request received from Customer
- CSR creates a work order & gives to Area Manager
- Area Manager schedules the work & informs the Customer
- Work order is given to the Foreman
- Foreman posts public notices
- Crew performs work
- Foreman completes work order & inventory; then turns in
- CSR closes work order; Billing Dept. prepares invoice

Emergency Flowchart (1 Hour Response/ 24 Hour Completion)

- Emergency request received from Customer
- On-Call Supervisor dispatches Emergency Crew
- Supervisor creates work order & sends to Foreman
- Crew performs necessary work to ensure safety
- Crew sends notification and photos to Customer and Supervisor that work is complete
- If applicable, crew return to site next day to complete work
- Foreman completes work order & inventory; then turns in
- CSR closes work order; Billing Dept. prepares invoice

EMERGENCY CONTACTS

TOLL FREE

866.546.2369

in case of emergency
after normal business hours

Leave a message, if you do not receive a call back within 10 minutes, call the following contacts in order:

RAY ONTIVEROS SUPERVISOR
(408) 210-7149

MIGUEL AVALOS FOREMAN
(714) 365-2889

JAIME OSEGURA FOREMAN
(408) 210-6063

DANIEL POTTS FOREMAN
(714) 472-6435

JOE BARTOLO AREA MANAGER
(714) 412-7656

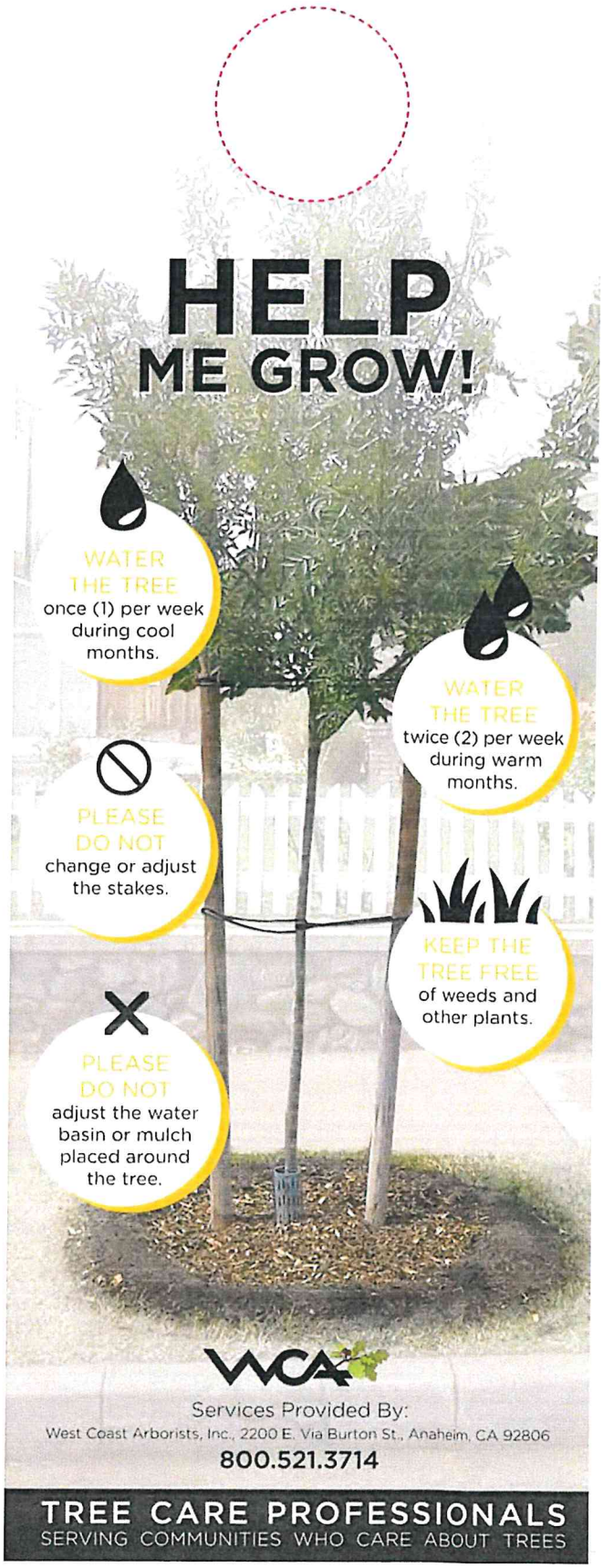
After confirmation from the on-call Manager, you can email multiple locations to:

LIMBDOWN@WCAINC.COM

NORMAL BUSINESS HOURS
(408) 855-8660

WCA

SAMPLE PLANTING DOOR HANGER



Project Site Maintenance

Work site will be left free of debris at the end of each workday. We will not discharge smoke, dust, or any other air containments in quantities that violate the regulations of any legally constituted authority.

Protection of Public and Private Property

WCA will provide all safety measures necessary to protect the public and worker within the work area. We will maintain good public relations at all times. The work will be conducted in a manner which will cause the least disturbance.

Public Convenience and Safety

WCA will comply with any and all local sound control and noise level rules, regulations, and ordinances which apply to any work performed in the contracted area. All work will cease by 5:00 pm or as directed by the Agency.
*Excluding emergency services.

Traffic Control

Traffic control procedures will be set-up in accordance with the Work Area Traffic Control Handbook (WATCH) and State of California Manual of Traffic Controls as well as the Agency Traffic and Safety Operating Rules. WCA will make adequate provisions to insure the normal flow of traffic over the public streets and park roads. Every effort will be made to keep commercial driveways and passageways open to the public during business hours. High visibility arrowboard(s) will be used when needed. Prior to use, the Agency will approve traffic safety equipment and devices. Pedestrian and vehicular traffic shall be allowed to pass through the work areas only under conditions of safety and with as little inconvenience and delay as possible. Unless the work area is totally barricaded or otherwise kept safe, at least one worker will serve to coordinate safe operations on the ground at all times when work operations are in progress.

Customer Service Department

As we work with, or near, the public, we are mindful that we will most likely be the first person the public contacts. We have a full-time Customer Service Department with each Customer Service Representative (CSR) trained in addressing concerned residents and bystanders.

Complaints & Damage Resolution

Should there be any property damage, we adhere to specific procedures to resolve the problem. The Foreman on the job site will notify the resident and the Inspector immediately.

If the resident is not at home, then we will leave a WCA card with instructions to call our Claims Coordinator in our corporate office. The ultimate goal at each work site is to leave the property in the same condition as before we entered it. We will notify the Agency Representative immediately upon damage of personal property including plans for corrective measures to take place within 48 hours.

All WCA vehicles are equipped with an Accident Kit should anything happen during the work day. Each kit has an Incident Report, an Accident Report, an Injury Report, a camera, First Aid instructions and protocol for contacting the corporate office. A computerized log of all incidents is maintained to include the date, time of occurrence, location, problem and action to be taken pursuant thereto or reasoning for non-action.

Any activities found by the Agency to be unacceptable will be rectified immediately. All other complaints will be abated or resolved within twenty-four (24) hours of the occurrence. We have teams specifically assigned for handling damage to properties, both private and public. Through our communication system, we have the ability to dispatch either of these teams and have them respond immediately to the site for proper repair. We pride ourselves on professional workmanship to avoid these types of incidents, however, should one occur, we take all appropriate measures to resolve the matter in a timely and efficient manner.

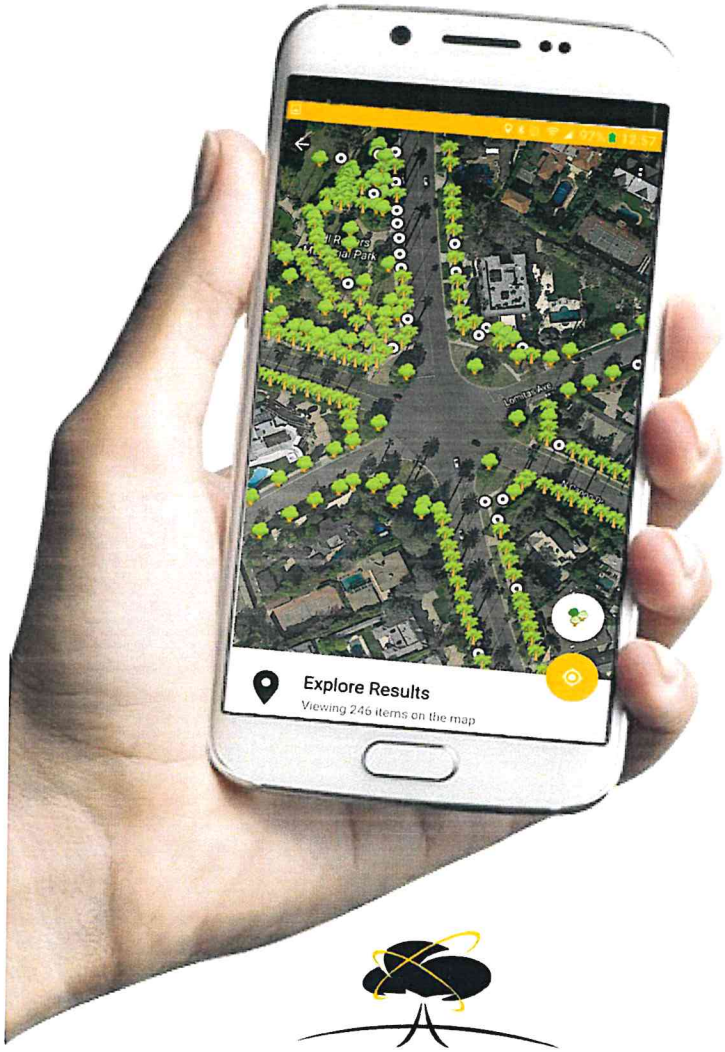
WCA

OATH OF COMMITMENT

WCA is committed to working with the City of Newark staff to develop and maintain a work schedule that will provide the citizens with the most effective and efficient means to perform tree care services. We will adhere to the schedule established by the City and ensure residents of our dedication to completing work in a timely manner. We understand that there may be fluctuations in the City's budget and that the City may ask us to reduce service levels in an effort to meet the current economic demands. By being flexible, we can help to ease any financial strain, promote contractor stability and guarantee residents with quality tree care & customer service.

This is our oath of commitment to uphold the prestigious namesake of the City of Newark by providing gold standard tree care services.

Patrick Mahoney, President 3/25/19



ARBOR™ ACCESS

ARBORACCESS FEATURES

- Ease of use
- Create work orders
- View tree site details
- View work history
- View invoices
- Mobile app
- Live data
- GIS/GPS mapping

LIST TRACKING SYSTEM

The List Tracking Report in ArborAccess is a useful tool in the management of incoming work. This report allows both parties to track specific jobs as they are ordered by the Agency. Proper use of this system enables the Agency and WCA to track the completion of work that is ordered.

5 TECHNICAL APPROACH ARBORACCESS

INVENTORY SOFTWARE- ARBORACCESS

Our tree management program sets us apart from other companies. With nearly 2,000 active users, ArborAccess and our mobile app will help you easily manage your urban forest with ease and convenience. Tree site attributes include location (utilizing GPS coordinates), species type, and parkway size. Features allow you to view and edit work history records and create work orders directly from the field, all from our secure cloud.

The information contained in ArborAccess is live data that can also be linked directly to a GIS program, such as ArcView, for geo-coding purposes and can assist your Agency in meeting GASB34 requirements. ArborAccess provides an unlimited resource of information regarding your urban forest.

SOFTWARE TRAINING

Our IT Department is based out of our corporate office in Anaheim, CA with regional offices located throughout California and Arizona. Each office has the ability to provide software training to our customers. We are also available to provide training sessions on-site at the customer's discretion. On-site training is proven to be effective as it provides a guided hands-on experience.

We offer periodic tree maintenance and management workshops each year. These free workshops are provided to our customers regionally and educate over 250 people annually. They have proven to be a great round-table and networking opportunity for the different agencies in attendance. Presentations are provided by WCA management staff and complimented with guest speakers in the industry. Certified Arborists and Tree Workers who attend are eligible to receive continuing education credits (CEU's) from the International Society of Arboriculture.

The success of any urban forest program depends on the proper management of information. Unlimited telephone and/or email support is available to answer technical questions and aid staff in the use of the software system. Software training and support is included in the cost associated with the inventory data collection.

WCA has completed **300+** GPS tree inventories.

BILLING

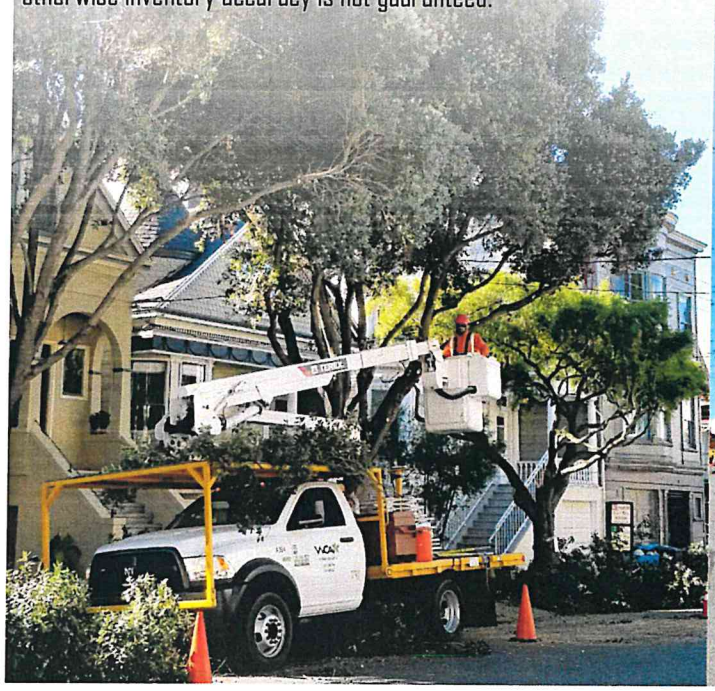
WCA, Inc. operates a modern invoicing system that is updated on a daily basis. Progress billings will be submitted to the Customers on a bi-weekly basis, unless otherwise requested. Invoices will reflect an amount complete for the billing period, along with a year-to-date total for that job. Each billing will include a listing of completed work by address, tree species, work performed and appropriate data acceptable to the customer. This information will be supplied in hardcopy and immediately accessible on ArborAccess. Job balances reflecting the percent of completion for each job can be viewed on ArborAccess.

SAMPLE MANAGEMENT TOOLS
DETAILED TREE SITE CHARACHTERISTICS

The advanced technology provides a valuable tool to urban forestry professionals by displaying specific tree site information along with a representative photograph of the species type and a recommended maintenance field. ArborAccess' built-in quality control features assist in data accuracy. As maintenance is performed, the work history is updated and accompanied with bi-weekly invoices. This process eliminates the need for dual-inputting and helps keep the tree inventory current and accurate.

MAINTENANCE RECORDS

Accurate maintenance records for each location oftentimes can assist the Agency with liability claims. Maintaining a detailed history of the work performed at each location demonstrates good faith in preserving its urban forest. It is imperative that work requests are pulled from the system prior to the work being performed, otherwise inventory accuracy is not guaranteed.



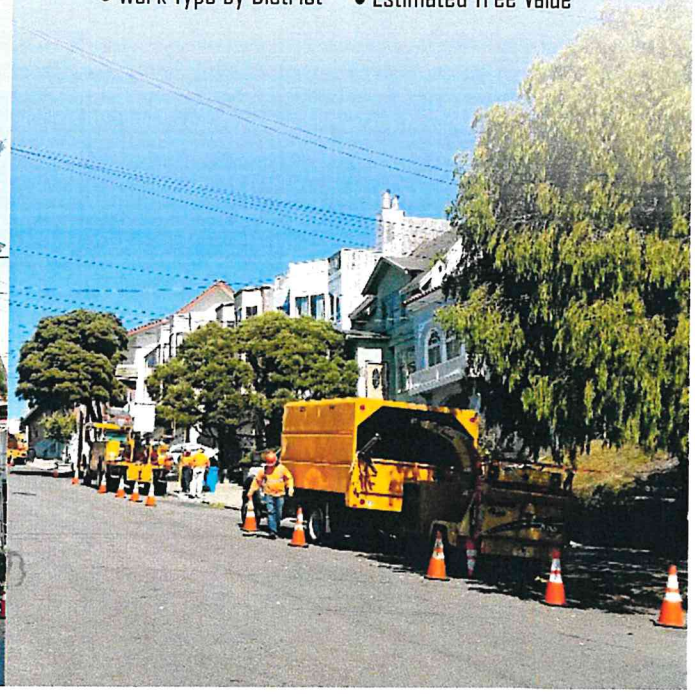
SAMPLE AGENCY
SPECIES FREQUENCY REPORT

	Botanical	Common	Total	Pct.
	Liquidambar styraciflua	AMERICAN SWEETGUM	4,781	14.36%
	Lagerstroemia indica	CRAPE MYRTLE	2,008	6.03%
	Ulmus parvifolia	CHINESE ELM	1,963	5.90%
	Fraxinus velutina 'Modesto'	MODESTO ASH	1,820	5.47%
	Cupaniopsis anacardioides	CARROTWOOD	1,568	4.71%
	Fraxinus velutina	ARIZONA ASH	1,259	3.78%
	Pinus canariensis	CANARY ISLAND PINE	1,191	3.58%
	Grevillea robusta	SILK OAK	1,141	3.43%
	Pistacia chinensis	CHINESE PISTACHE	1,127	3.39%
	Liriodendron tulipifera	TULIP TREE	1,076	3.23%
	Other	OTHER	15,355	46.13%
	Total Trees		**33,289**	**100%**

The Species Frequency report can assist your Agency in identifying the tree population within the urban forest. This type of information is valuable in the event of an insect infestation, deadly disease, or even estimating future maintenance costs. In addition, an analysis can be performed to evaluate the history of the performance of a particular species within your Agency.

DETAILED REPORTING OPTIONS

- Inventory
- View Invoices
- Job Balances
- Green Waste
- Work History
- Work Type by District
- DBH Frequency
- Height Frequency
- District Frequency
- Species Frequency (sample above)
- All Tees at an Address
- Estimated Tree Value



1000+

Modern Fleet consisting of 1000+

6 EQUIPMENT INVENTORY

EQUIPMENT

Our modern fleet undergoes daily inspection prior to use to ensure efficiency and safety. All equipment is routinely serviced, painted, and detailed. All equipment used during the duration of this project will meet state and federal safety requirements and have all up-to-date certifications as required.

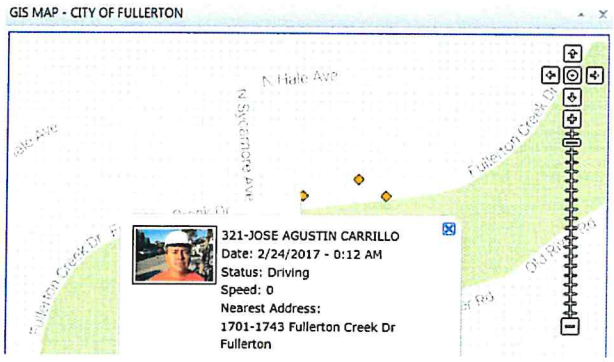
CHP Biennial Inspection of Terminal Certification

We have successfully been awarded the CHP Biennial Inspection Award of Recognition. This inspection has assisted our company in instituting several safety programs, as well as our Preventative Maintenance Program utilized by our in-house fleet department. The inspection reviews our vehicle maintenance and repair records, our procedural methods and policies for vehicle maintenance and operations. This certification ensures that our vehicles operate safely.

GEO-TAB

WCA has partnered with Geo-Tab to provide GPS units on all vehicles and equipment. This investment has given us and our customers the following benefits:

- Provide faster response times and more efficient routing allowing us to service more customers
- Lower operational costs by optimizing our fleet size, reducing labor, overtime, and insurance, and minimizing costly vehicle repairs
- Decrease fuel use by monitoring fleet fuel economy and saving on unnecessary fuel expenditures
- Reduce emissions by helping drivers improve their habits such as speed and idle time, and reducing total miles driven which will significantly reduce harmful greenhouse gas emissions
- Improve dispatching with landmarks and driving directions, GPS units helps us to better dispatch so that we can service more customers, faster
- Recover stolen vehicles reducing liability costs which can be passed on to customers



EQUIPMENT LIST SUMMARY:

Pick Up Trucks	261
Aerial Lift Devices	252
95' Aerial Devices	15
Dump Trucks	147
Flat Beds	39
Forklifts	6
Arrowboards	60
ATVs	4
Stump Grinders	48
Loaders	65
Rubber Track Loader	1
Root Pruners	2
Rolloff Trucks	39
Saw Mill	2
Log Skidder	1
Back Hoes	1
Brush Chippers	152
Cranes	5
Toyota Prius	10
Toyota Yaris	8
Ford CMAX	4

7 QUALIFICATIONS OF THE FIRM

CURRENT CONTRACT WORK EXPERIENCE

WCA, Inc. understands the challenge that many Agencies face to reduce the cost of tree maintenance services, while increasing the level of performance. Utilizing our services as a valuable, cost-effective resource, cities are able to provide better services to their community. These contracts cover a range of services from providing emergency response to maintaining the Agency's entire urban forest.

CITY OF PALO ALTO

2010-CURRENT

Annual Budget: $ 1,400,000
Contact: Walter Passmore, Public Services Division
Address: 3201 E. Bayshore Road, Palo Alto, CA 94303
Phone: (650) 496-5986
Email: walter.passmore@cityofpaloalto.org

The City of Palo Alto's urban forest consists of over 35,000 trees. WCA provides maintenance services including tree pruning, removals, and planting; additionally, all work history records are maintained in ArborAccess, the inventory management software provided by WCA.

CITY OF NEWARK

2000-CURRENT

Annual Budget: $ 300,000
Contact: Dan Cianciarulo, Inspector
Address: 37440 Filbert St., Newark, CA 94560
Phone: (510) 578-4821
Email: dan.cianciarulo@newark.org

WCA has assisted the City with program pruning and removing many of their dead and diseased trees. Trees and stumps have been removed throughout the City's parks, medians, parkways, and streets.

CITY OF MONTEREY

2001-CURRENT

Annual Budget: $ 950,000
Contact: Stephen Morton
Address: 23 Ryan Ranch Road, Monterey, CA 93940
Phone: (831) 646-3863
Email: Morton@monterey.org

The City of Monterey is an active user of the ArborAccess inventory management system and regularly uses the system to forecast budget amounts and to schedule maintenance as needed.

CITY OF OAKLAND

2011-CURRENT

Annual Budget: $ 250,000
Contact: Brian Carthan, Manager Parks & Tree Svcs.
Address: 7101 Edgewater Dr, Bldg. 4, Oakland, CA 94621
Phone: (510) 615-5510
Email: bcarthan@oaklandnet.com

We currently perform tree pruning, tree removals and tree planting as part of the City's tree maintenance program. This project is an annual contract. Together, we are able to maintain trees more efficiently while guaranteeing the residents and businesses top quality tree care for the City's urban forest.

CITY OF HOLLISTER

2017-CURRENT

Annual Budget: $ 400,000
Contact: Derrick Speights, Parks & Streets Supv.
Address: 375 Fifth St., Hollister, CA 95023
Phone: (831) 636-4370
Email: derrick.speights@hollister.ca.gov

WCA provides as-needed service request maintenance for the City of Hollister. Service includes grid pruning, service pruning, large tree removals, and emergency response city-wide and at a number of city-owned facilities.

EXPERIENCE– CURRENT CALIFORNIA CITIES/COUNTIES UNDER CONTRACT WITH WCA

CITY & COUNTY OF SAN FRANCISCO
CITY OF AGOURA HILLS
CITY OF ALAMEDA
CITY OF ALHAMBRA
CITY OF ANAHEIM
CITY OF ARTESIA
CITY OF AZUSA
CITY OF BALDWIN PARK
CITY OF BELL
CITY OF BELLFLOWER
CITY OF BEVERLY HILLS
CITY OF BREA
CITY OF BRENTWOOD
CITY OF BUENA PARK
CITY OF BURBANK
CITY OF CAMARILLO
CITY OF CARLSBAD
CITY OF CARMEL-BY-THE-SEA
CITY OF CARPINTERIA
CITY OF CARSON
CITY OF CERES
CITY OF CHINO HILLS
CITY OF CHOWCHILLA
CITY OF CITRUS HEIGHTS
CITY OF CLAREM
CITY OF COACHELLA
CITY OF CONCORD
CITY OF CORONA
CITY OF CORONADO
CITY OF COSTA MESA
CITY OF COVINA
CITY OF CULVER CITY
CITY OF DANA POINT
CITY OF DAVIS
CITY OF DEL MAR
CITY OF DIAMOND BAR
CITY OF DUARTE
CITY OF EL CAJON
CITY OF EL CERRITO
CITY OF ENCINITAS
CITY OF FILLMORE
CITY OF FONTANA
CITY OF FRESNO
CITY OF FULLERTON
CITY OF GARDEN GROVE
CITY OF GARDENA
CITY OF GILROY
CITY OF GLENDALE
CITY OF GLENDORA
CITY OF HUNTINGTON BEACH
CITY OF IMPERIAL BEACH
CITY OF INDIO
CITY OF IRWINDALE
CITY OF LA CANADA FLINTRIDGE
CITY OF LA HABRA
CITY OF LA MESA
CITY OF LA MIRADA
CITY OF LA PALMA
CITY OF LA PUENTE
CITY OF LA VERNE
CITY OF LAGUNA BEACH
CITY OF LAGUNA HILLS
CITY OF LAGUNA NIGUEL
CITY OF LAKE ELSINORE
CITY OF LAKEWOOD
CITY OF LODI
CITY OF LOMITA
CITY OF LOMPOC
CITY OF LONG BEACH
CITY OF LOS ALAMITOS
CITY OF LOS ALTOS
CITY OF LOS ANGELES
CITY OF MADERA
CITY OF MANHATTAN BEACH
CITY OF MAYWOOD
CITY OF MENLO PARK
CITY OF MILPITAS
CITY OF MISSION VIEJO
CITY OF MONROVIA
CITY OF MONTCLAIR
CITY OF MONTEBELLO
CITY OF MONTEREY
CITY OF MONTEREY PARK
CITY OF MOORPARK
CITY OF MORENO VALLEY
CITY OF MORGAN HILL
CITY OF MOUNTAIN VIEW
CITY OF MURRIETA
CITY OF NEWARK
CITY OF NORCO
CITY OF NORWALK
CITY OF OAKLAND
CITY OF OAKLEY
CITY OF OCEANSIDE
CITY OF ONTARIO
CITY OF ORANGE
CITY OF OXNARD
CITY OF PALO ALTO
CITY OF PARAMOUNT
CITY OF PERRIS
CITY OF PLACENTIA
CITY OF PLEASANTON
CITY OF POMONA
CITY OF PORTERVILLE
CITY OF POWAY
CITY OF RANCHO PALOS VERDES
CITY OF REDLANDS
CITY OF RIALTO
CITY OF RIVERSIDE
CITY OF ROSEMEAD
CITY OF ROSEVILLE
CITY OF SACRAMENTO
CITY OF SAN BERNARDINO
CITY OF SAN DIEGO
CITY OF SAN DIMAS
CITY OF SAN FERNANDO
CITY OF SAN GABRIEL
CITY OF SAN JACINTO
CITY OF SAN JOSE
CITY OF SAN JUAN CAPISTRANO
CITY OF SAN MARCOS
CITY OF SAN RAMON
CITY OF SANTA ANA
CITY OF SANTA BARBARA
CITY OF SANTA CLARA
CITY OF SANTA FE SPRINGS
CITY OF SANTA MARIA
CITY OF SANTA MONICA
CITY OF SANTA PAULA
CITY OF SANTEE
CITY OF SIERRA MADRE
CITY OF SIGNAL HILL
CITY OF SOLANA BEACH
CITY OF SOUTH PASADENA
CITY OF SOUTH SAN FRANCISCO
CITY OF STOCKTON
CITY OF SUNNYVALE
CITY OF TEMECULA
CITY OF TEMPLE CITY
CITY OF THOUSAND OAKS
CITY OF TORRANCE
CITY OF TRACY
CITY OF TULARE
CITY OF TUSTIN
CITY OF UNION CITY
CITY OF UPLAND
CITY OF VENTURA
CITY OF VICTORVILLE
CITY OF VISALIA
CITY OF VISTA
CITY OF WALNUT
CITY OF WEST COVINA
CITY OF WEST HOLLYWOOD
CITY OF WEST SACRAMENTO
CITY OF WHITTIER
CITY OF WOODLAND
CITY OF YORBA LINDA
COUNTY OF ALAMEDA
COUNTY OF COLUSA
COUNTY OF CONTRA COSTA
COUNTY OF FRESNO
COUNTY OF LOS ANGELES
COUNTY OF MONTEREY
COUNTY OF ORANGE
COUNTY OF RIVERSIDE
COUNTY OF SAN BERNARDINO
COUNTY OF SAN DIEGO
COUNTY OF SAN JOAQUIN
COUNTY OF TULARE
COUNTY OF YOLO
TOWN OF ATHERTON
TOWN OF LOS GATOS

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C19016
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FIRST AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND WEST COAST ARBORISTS, INC.

This First Amendment to Contractual Services Agreement between the City of Newark, a municipal corporation, ("City") and West Coast Arborists, a California corporation ("Consultant") (sometimes referred to as "Parties") dated April 12, 2019 (the "Agreement"), is entered into as of June 14, 2023 for ongoing tree maintenance services in City parks, streets, and other City-owned property.

RECITALS

WHEREAS, the Parties executed the Agreement for the purpose of ongoing tree maintenance services in City parks, streets, and other City-owned property; and

WHEREAS, Section 25, 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 Agreement was initially for one fifteen-month term and the City has the option to extend the Agreement for up to four additional fiscal years; 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 $675,000, for a total not to exceed amount of $1,630,000.

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

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CITY OF NEWARK

DocuSigned by:
Lenka Hovorka
5DAB8ABE4F2D491...

Lenka Hovorka
Acting City Manager

Dated: 6/14/2023

WEST COAST ARBORISTS, INC.

By: DocuSigned by:
Victor Gonzalez
26EC330EA9CB402...

Victor Gonzalez,
VP Business Development

Dated: 6/14/2023

Attest:

DocuSigned by:
Sheila Harrington
AD90989DBABE45E...

Sheila Harrington
City Clerk

Approved as to Form:

DocuSigned by:
Kristopher J. Kokotaylo
ABFC8AFEC9714E4...

Kristopher J. Kokotaylo
City Attorney

STAFF REPORT

Item D. 8.

DATE	12/14/2023
TO	Honorable Mayor and City Council Members
FROM	Cathreene Ingham-Watters, Human Resources Director
SUBJECT	Adopt a resolution approving a side letter agreement to the Memorandum of Understanding between the City of Newark and the Newark Police Management Association to provide for compensation to Police Lieutenants for certain overtime work associated with the Selective Traffic Enforcement Program grant

SUMMARY AND RECOMMENDATION

City Council approval of certain overtime for Police Lieutenants has expired and renewal will allow the City to fulfill grant requirements that promote a safer vehicle and pedestrian environment. Staff recommends that the City Council, by resolution, approve a side letter agreement to the Memorandum of Understanding (MOU) between the City of Newark and the Newark Police Management Association (NPMA) to provide for compensation to Police Lieutenants for certain overtime work associated with the Selective Traffic Enforcement Program grant.

BACKGROUND

The Police Department was selected to receive a Selective Traffic Enforcement Program (STEP) grant through the California Office of Traffic Safety (OTS) in the amount of $68,000 to promote efforts related to reducing the number of injury crashes and promoting a safer vehicle and pedestrian environment. The City Council approved acceptance of this grant on September 28, 2023. The grant period is from October 1, 2023 through September 30, 2024.

The grant requires that a certain number of enforcement activities occur during the time period of the grant. Due to the shortage of staffing in the police department, which is systematic to the wider region at this time, there may be the need to utilize other sworn staff to assist with staffing these activities. The City wishes to provide appropriate compensation for this work, which would be fully funded by the STEP grant.

To fulfill last year's STEP grant requirements, the City Council approved a side letter agreement to the Memorandum of Understanding (MOU) between the City of Newark and the Newark Police Management Association (NPMA) to provide for compensation to Police Lieutenants for certain overtime work associated with the Selective Traffic Enforcement Program grant.

DISCUSSION/ANALYSIS

Police Department staff have been planning and executing various activities required under the STEP grant agreement. However, due to systemic staffing issues across all police departments in the wider region, the staffing of these events may be difficult. These events frequently require additional staff above the standard shift schedule and require staff to work overtime to meet the staffing requirements. If non-management sworn staff are not available to staff the required activities, it may be necessary to employ other sworn staff in these capacities.

The City has met and conferred with NPMA towards an agreement to utilize Police Lieutenants to staff STEP grant activities, only in the event that all eligible Police Sergeants, Police Officers, and other non-management eligible staff are not available.

Should the Police Chief determine that additional support is needed for STEP-related activities, the Police Chief may designate Police Lieutenants to perform this work. This work would be paid at time and one-half (1.5x) of the base pay rate for the top step of the Police Sergeant classification, to provide appropriate compensation commensurate with the work performed. Police Lieutenants will only be utilized as a last resort in order to meet the activity requirements of the STEP grant and after all work associated with the STEP grant has been first offered to eligible non-management staff.

FISCAL IMPACT

There is no fiscal impact to the City as all activities associated with the STEP grant program will be fully paid through available grant funds.

REVIEW AND APPROVAL

Prepared by - Cathreene Ingham-Watters, Human Resources Director
Reviewed by - Lenka Hovorka, Assistant City Manager
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Resolution - Police Lieutenant overtime

Side Letter Overtime

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING A SIDE LETTER AGREEMENT WITH THE NEWARK POLICE MANAGEMENT ASSOCIATION TO PROVIDE FOR THE COMPENSATION OF POLICE LIEUTENANT FOR CERTAIN OVERTIME WORK ASSOCIATED WITH THE 2023-2024 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT.

WHEREAS, the City received a Selective Traffic Enforcement Program (STEP) grant through the California Office of Traffic Safety (OTS) in the amount of $68,000 for a program term of October 1, 2023, through September 30, 2024; and

WHEREAS, the City Council approved receipt of the grant on September 28, 2023; and

WHEREAS, the STEP grant requires the City's Police Department perform a variety of activities related to reducing the number of injury crashes and promoting a safer vehicle and pedestrian environment; and

WHEREAS, due to staff shortages and the temporary critical staffing schedule currently in place, it may be difficult to staff all required activities with available non-management sworn staff; and

WHEREAS, the City may wish to employ Police Lieutenants to assist with staffing some of the STEP grant required activities; and

WHEREAS, the City notified the Newark Police Association of this action and solicited feedback; and

WHEREAS, the City and the Newark Police Management Association are parties to a Memorandum of Understanding in effect between July 1, 2022, and June 30, 2025; and

WHEREAS, the City has met and conferred with the Newark Police Management Association towards the compensation for overtime work performed by Police Lieutenants associated with the STEP grant; and

WHEREAS, should a Police Lieutenant perform work related to STEP grant activities, they will be compensated at time and one-half the top-step regular rate of the Police Sergeant classification.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Council approves the Side Letter Agreement between the City of Newark and the Newark Police Management Association for compensation of overtime related to the Office of Traffic Safety STEP grant, attached hereto.

City of Newark

City Manager's Office
37101 Newark Boulevard
Newark, CA 94560

To: Newark Police Management Association Executive Board

From: David Benoun, City Manager
Lenka Hovorka, Assistant City Manager

Date: December 5, 2023

This will serve as a side letter to the City of Newark (City) and the Newark Police Management Association (NPMA) July 1, 2022- June 30, 2025 Memorandum of Understanding (MOU). The purpose of this side letter is to address potential staffing needs related to the Selected Traffic Enforcement Program grant received by the California Office of Traffic Safety, which the City Council approved receipt of at the September 28, 2023 Council Meeting.

The City and NPMA have met and conferred and agreed to the following amendments below related to provisions allowing Lieutenants to perform work and be compensated for work related to the grant.

The City and NPMA agree to the following amendments to the MOU with revisions in redline:

Section IV of MOU:

IV. COMPENSATION

B. OVERTIME PAY

The following provision only applies to activities funded with the grant(s) received by the Office of Traffic Safety (OTS), with a term of October 1, 2023, to September 30, 2024 (Contract Number PT24129).

In the event of a shortage of personnel to fulfill the specified OTS grant funded events and if flexible scheduling is not operationally practical, the Police Chief or designee may require employees who hold the rank of Lieutenant to perform work required by the OTS grant that is outside of their regular duties and outside of their regular schedule. Such work shall be compensated at time and one-half of the base pay rate for top step Sergeant and shall be designated as OTS overtime.

For overtime compensation to apply, the event must deviate from normal Lieutenant duties and be an OT grant funded activity which is fully reimbursable through the OTS grant to the City. In no event will a Lieutenant perform more than 24 hours of work per month under this provision.

For employees to be eligible to participate in OTS grant funded events on overtime, the event must first be offered to all eligible personnel of the rank of Sergeant and Officer. When it is determined by the Police Chief or designee that there is inadequate staffing to accomplish the event, the overtime can at that point be required of Lieutenants at the Police Chief's discretion. In no way will this overtime agreement be used to supplant overtime opportunities for staff of the rank of Sergeant or Officer. The City makes no overtime guarantee for Lieutenants assigned to an applicable event, as flexible staffing is the preferred method of staffing events whenever practical. A member of the rank of Sergeant or Officer may replace a Lieutenant at any time up to the start of the event.

Dated: _____

For the City of Newark:

_____

David Benoun, City Manager

For the Newark Police Management Association:

_____

Jonathan Arguello, President

STAFF REPORT

Item D. 9.

DATE	12/14/2023
TO	Honorable Mayor and City Council Members
FROM	Krysten Lee, Finance Director
SUBJECT	Adopt a resolution to accept the Annual and Five-Year Mitigation Fee Report for fiscal year ended June 30, 2023, and approve findings for each development impact fee that the City of Newark imposes on development projects

SUMMARY AND RECOMMENDATION

Assembly Bill (AB) 1600 was passed and is codified as California Government Code Section 66000 through 66008 (Mitigation Fee Act). The Mitigation Fee Act is a state law that governs the imposition and use of development impact fees (DIFs) by local agencies in California. These fees are charges imposed by local governments on new development projects to help fund public infrastructure or services needed due to the development.

The Mitigation Fee Act requires a local agency to conduct an annual analysis and make findings every five years for each impact fee that the agency imposes on development projects and must be reviewed by the City Council within 180 days after the close of the fiscal year.

An Annual and Five-Year Mitigation Fee Report for the fiscal year ended June 30, 2023, was prepared by Revenue & Cost Specialists, LLC (RCS) for the City of Newark and covers activities for fiscal year 2018 through fiscal year 2023.

Staff recommends that the City Council accept the Annual and Five-Year Mitigation Fee Report for fiscal year ended June 30, 2023, and adopt a Resolution making findings for each impact fee that the City of Newark imposes on development projects as required by the Mitigation Fee Act.

BACKGROUND

In California, state legislation sets legal and procedural parameters for local agencies that charge development impact fees (DIFs) intended to mitigate the impact of new developments on public infrastructure, services, and the community. This legislation was passed as Assembly Bill (AB) 1600 and is now codified as California Government Code Section 66000 through 66008 (Mitigation Fee Act) and went into effect on January 1, 1989.

To ensure that DIFs are spent in a timely manner and for the purposes for which they were originally imposed, the Mitigation Fee Act requires local agencies to make certain findings annually and every five years.

Under the Mitigation Fee Act the City of Newark is required to publish an annual report on its development impact fee program that includes:

- A brief description of the type of fee in the account or fund.
- The amount of the fee.
- The beginning and ending balance of the account or fund.
- The amount of the fees collected, and the interest earned.
- An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement.

The annual report must be reviewed by the City Council within 180 days after the close of the fiscal year.

The Mitigation Fee Act also requires a local agency to conduct an analysis and make findings every five years following the first deposit into the account, for each development impact fee that the agency imposes on development projects. The findings must:

- Identify the purpose to which the fee is to be put;
- Demonstrate a reasonable relationship between the fee and purpose for which it is charged;
- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements; and
- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.

Previously, the City's DIFs were on two separate reporting timetables. As new fees are adopted, the complexity of complying with the Mitigation Fee Act's reporting requirements will increase. Many agencies have opted to make the required five-year findings for all DIFs every year when the annual report is presented. This increases efficiency and public transparency. Consequently, commencing with the FY 2023 Report, the City Council resolution included the required five-year findings for all of the DIFs, and this format will be followed annually for all future DIFs reports.

To assist with this transition, the City engaged RCS to help prepare the Annual and Five-Year Mitigation Fee Report for the fiscal year ended June 30, 2023. The attached report covers activities between fiscal year 2018 through fiscal year 2023.

DISCUSSION/ANALYSIS

AB1600 Government Code Section 66006(b) states the following requirements as pertains to DIFs:

For each account or fund established under the Mitigation Fee Act, the following information is required to be reported annually within 180 days after the end of the

fiscal year:

1. A brief description of the type of fee in the account or fund.
    - Found in the overview and discussion section of the attached report for each fee.
2. The amount of the fee.
    - Found in the overview and discussion section of the attached report for each fee.
3. The beginning and ending balance of the account or fund.
    - Annual balances found in the Summary of Fund Revenues & Expenditures section of the attached report for each fee.
4. The amount of the fees collected, and the interest earned.
    - Annual balances found in the Summary of Fund Revenues & Expenditures section of the attached report for each fee.
5. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
    - Project details, when available, are found in the Summary of Expenditures section of the attached report for each fee. The percentage of the cost that was funded with fees is 100% unless otherwise stated.
6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing for an incomplete public improvement.
    - This information is provided by staff in the annual DIF reports.
7. A description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an inter-fund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.
    - No loans covered by new revenues.
8. Any required refunds made.
    - This section does not apply.

State law requires that the city annually publish summary information regarding each fee account established. This annual report was prepared in accordance with these state requirements, as set forth in Government Code Section 66006(b)(1). The following information summarizes the balances, fees and interest collected and any expenditures for FY 2023.

BEGINNING AND ENDING BALANCES OF FUNDS (SEC. 66006(B)(1)(C))

The beginning and ending balances of each of the fee accounts are shown in the table below. The ending balance was arrived at by adding the fees collected and interest earned to each account, and then subtracting the expenditures. Information on fees collected, interest earned and expenditures for each account is presented in later sections of this report.

Balances	Public Safety Facilities	Community Service Facilities	Transportation Facilities	Park Impact	Housing Impact
Beg. Bal. (7/1/22)	$634,587	$496,511	$11,804,611	$5,445,118	$40,888,509
End. Bal. (6/30/23)	$948,791	$722,460	$12,600,623	$5,806,206	$44,592,886

FEES COLLECTED AND INTEREST EARNED (SEC. 66006(B)(1)(D))

The table below shows the amount of fees collected and interest earned.

Balances	Public Safety Facilities	Community Service Facilities	Transportation Facilities	Park Impact	Housing Impact
Fees Collected	$298,307	$213,806	$596,629	$261,100	$1,561,670
Interest Earned	$15,897	$12,143	$216,272	$99,987	$709,382
Transfer In from ARPA					$1,500,000

EXPENDITURES (SEC. 66006(B)(1)(E))

For this section, state law requires an identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees. This information is provided in the table below.

Improvement	Fee Used	Amount of Fees Expended	Percent of Cost Funded By Fees to Date
Central Avenue Overpass (CIP1014)	Transportation	$16,888	100%
HOMEKEY Project	Housing	$3,196	100%
On-Call Planning Services for Housing Element	Housing	$60,459	100%
Homeless Management Information System - City's Match	Housing	$3,020	100%

The city also collects other fees, such as the Community Development Maintenance fee and the Art In Public Places fee from developers at the building permit stage. These fees are not impact fees, therefore, are not included in the attached Mitigation Fee Report. However, in the interest of transparency, those fees are shown in the table below.

Balances	Art in Public Places	Community Development Maintenance
Beginning Balance	$1,915,912	$4,294,173
Fees Collected	$62,005	$787,246
Expenditures	$34,750	$878,775
Ending Balance	$1,943,167	$4,202,644

In addition to the annual reporting as mandated per California Government Code Section 66006(b), Government Code Section 66001(d) requires that every fifth year the local agency shall make all the following findings with respect to that portion of the account or fund that remains unexpended, whether committed or uncommitted. These additional findings in this report are for fiscal year 2018 through fiscal year 2023.

A. Identify the purpose to which the fee is to be put.
B. Demonstrate a reasonable relationship between the fee and purpose for which it is charged.
C. Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements.
D. Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund

The necessary findings are made in the report attached resolution.

FISCAL IMPACT

There is no fiscal impact related to the review and approval of this resolution and the accompanying reports.

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 for Annual and 5 Year Mitigation Fee Act Findings

FY 2023 Annual and 5-Year Mitigation Fee Report

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ACCEPTING THE ANNUAL AND FIVE-YEAR MITIGATION FEE REPORT FOR FISCAL YEAR ENDED JUNE 30, 2023 AND MAKING CERTAIN REQUIRED FINDINGS

WHEREAS, the Mitigation Fee Act, Government Code Section 66000 et seq., authorizes the City of Newark ("City") to impose, collect, and expend mitigation fees to offset the impacts of development within the City; and

WHEREAS, pursuant to its authority under the Mitigation Fee Act (Government Code §§ 66000 et seq.) the City Council established, adopted, and imposed a Public Safety Impact Fee, Community Service Impact Fee, Transportation Impact Fee, Residential and Non-Residential Housing Impact Fee and Park Impact Fee (collectively, the "Fees"); and

WHEREAS, the City has deposited all Fees in separate non-commingled funds ("Funds") established for such a purpose; and

WHEREAS, pursuant to California Government Code Section 66006(b), the City is required to prepare an annual report providing the following information about each Fee:

- A brief description of the type of fee in the account or fund.
- The amount of the fee.
- The beginning and ending balance of the account or fund.
- The amount of the fees collected, and the interest earned.
- An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement; and.

WHEREAS, the City has made available to the public within one hundred eighty (180) days following the last day of the fiscal year the annual accounting information ("Annual Report") required by the Mitigation Fee Act related to each of the Fees; and

WHEREAS, California Government Code Section 66001(d) requires the City to review, on a 5-year basis, the status of the Development Impact Fees collected and make the following findings regarding the fees collected but remaining unexpended:

- Identify the purpose to which the fee is to be put;
- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged;
- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements;
- Designate the approximate dates on which the funding necessary to complete the financing of the incomplete improvements is expected to be deposited into the appropriate account or fund; and

WHEREAS, the City has prepared the for fiscal year 2018 through fiscal year 2023, which include the annual information for each Fee pursuant to Government Code section 66006(5) and the five-year findings required by Government Code section 66001(d) and which have been made

available to the public at least fifteen days prior to the meeting at which this resolution was considered and which are attached hereto as Exhibit No. 1; and

WHEREAS, the City Council must adopt a Resolution making certain findings in the event that any Development Impact Fees remain unexpended for more than five years and thus this Resolution serves to meet that requirement; and

WHEREAS, notice of the meeting at which this Resolution was considered by the City Council was provided to those on record with the City Clerk requesting such notice.

NOW, THEREFORE, BE IT RESOLVED that the above recitals are true and correct and incorporated herein.

BE IT FURTHER RESOLVED that the City Council of the City of Newark hereby finds and determines as follows:

1. In accordance with Government Code Section 66006(b), the City Council has reviewed and approves the Annual and Five-Year Mitigation Fee Report for the fiscal year ended June 30, 2023, which is attached to this Resolution as Exhibit 1, and are also placed on file with the City Clerk.

2. The City Council makes the findings required Government Code Section 66001(d), as set forth in the Annual and Five-Year Mitigation Fee Report for period ending June 30, 2023, which is attached to this Resolution as Exhibit 1, and are also placed on file with the City Clerk.

3. Pursuant to these findings, and at this time, there shall not be a refund of any unexpended Fees.

BE IT FURTHER RESOLVED that the City Council of the City of Newark hereby determines that the reports comply with the requirements of AB 1600.

City of Newark
Annual and Five-Year Mitigation Fee Report as of June 30, 2023

Publication Date: December 14, 2023

Revenue & Cost Specialists, LLC
1519 East Chapman Avenue, Suite C
Fullerton, California 92831
(714) 992-9020

December 14, 2023

David J. Benoun, City Manager
City of Newark
37101 Newark Boulevard
Newark, CA 94560

Attached is the cumulative 5-Year Mitigation Fee Report for FY 2018-2023 as of June 30, 2023, prepared for the City. RCS would like to thank staff, especially Krysten Lee in the Finance Department, for diligently tracking down the financial information on which this report is based.

Sincerely,

Gregory R. Brown

Gregory Brown

Vice President

REPORT SUMMARY

The following is a definition of development impact fees (DIFs) written for the League of California Cities - City Attorney Department:

> "A development impact fee is a monetary exaction other than a tax or special assessment that is charged by a local governmental agency to an applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project (Gov. Code § 66000(b).) The legal requirements for enactment of development impact fee program are set forth in Government Code §§ 66000-66025 (the 'Mitigation Fee Act'), the bulk of which were adopted as 1987's AB 1600 and thus are commonly referred to as 'AB 1600 requirements.' A development impact fee is not a tax or special assessment; by its definition, a fee is voluntary and must be reasonably related to the cost of the service provided by the local agency. If a development impact fee does not relate to the impact created by development or exceeds the reasonable cost of providing the public service, then the fee may be declared a special tax and must then be subject to a two-thirds voter approval. (Cal. Const., Art. XIII A, § 4.)"[1]

Government Code Sections 66000 through 66008 are found in Appendix A of the Initial Report.

For each account or fund established under the Mitigation Fee Act, the following information is required to be reported annually within 180 days after the end of the fiscal year: (The following is a paraphrase of GC § 66006(b)(1) with actions taken.)

1. A brief description of the type of fee in the account or fund.
   -Found in the discussion for each fee.

2. The amount of the fee.
   -Found in the discussion for each fee.

3. The beginning and ending balance of the account or fund.
   -Annual balances found on the Summary of Fund Revenues & Expenditures for each DIF

4. The amount of the fees collected and the interest earned.
   -Annual balances found on the Summary of Fund Revenues & Expenditures for each DIF

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[1] A *Short Overview of Development Impact Fees,* Brown, Peter N. & Lyons, Graham, League of California Cities, 2003

5. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
   -Project detail, when available, is found in the Summary of Expenditures for each DIF. The percentage of the cost that was funded with fees is 100% unless otherwise stated.

6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.
   -This information is provided in the Nexus reports in the Appendices.

7. A description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an inter-fund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.
   -No loans covered by new revenues.

8. Any required refunds made.
   -This section does not apply

In addition to the above reporting requirements, every five years following the first deposit into the account or fund, and every five years thereafter, additional findings are required. These additional findings are for Fiscal Year 2018-2023. Staff is undertaking a new Development Impact Fee Study for 2024, which will address the following requirements:

A. Identify the purpose for which the fee is to be put.

B. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.

C. Identify all sources and amounts of funding anticipated to complete financing incomplete improvements.

D. Designate the approximate dates on which the funding in "C" is expected to be. deposited into the appropriate account or fund.

The supporting documents for this report have been added to the appendices at the end of the report. The appendices contain the following documents:

Appendix A: Resolution No. 11,555

Appendix B: Resolution No. 8051

Appendix C: *Public Safety and Community Service Facilities Development Impact Fee Nexus Study*

Appendix D: Resolution No. 10,633

Appendix E: Resolution No. 10,634

Appendix F: *City of Newark Transportation Impact Fee Nexus Study*

Appendix G: Resolution No. 10,635

Appendix H: Resolution No. 8802

Appendix I: *Newark Affordable Housing Fee Study*

Appendix J: Resolution No. 10,184

Appendix K: *Residential Nexus Analysis, Newark, California*

Appendix L: Resolution No. 10,132

Appendix M: Resolution No. 10505

Appendix N: *Park and Recreation Facility Development Impact Fee Study*

SUMMARY OF FINDINGS

The following summarizes the findings of this Report:

FINDING #1 - Given the length of time between the last DIF updates, the City Council should consider a general update to all the Nexus Reports and DIFs.

FINDING #2 - RCS recommends creating a separate Park DIF for fees that meet the requirements of the Quimby Act. The fees for the Quimby Act should be kept in a separate fund from revenue generated by the Mitigation Fee Act. Revenue from the Quimby Act is unique from all other DIFs in that the revenue can be used to rehabilitate existing parks.

FINDING #3 - Based on this 5-Year Report, it is clear that the DIFs have been *committed* or spent within the five-year period required by law.

OVERALL SUMMARY SCHEDULE OF REVENUES & EXPENDITURES

The schedule on the following page shows all of the DIFs.

DETAIL FOR INDIVIDUAL DIFs

The detail for each fee follows the Summary schedule in sequence by fund number:

Fund 620 - Public Safety Impact Fee Fund..... 5
Fund 621 - Community Service Impact Fee Fund..... 11
Fund 622 - Transportation Impact Fee Fund..... 17
Fund 623 - Non-Residential Housing Impact Fee Fund..... 23
Fund 623 - Affordable Housing Impact Fee Fund..... 29
Fund 623 - Residential & Non-Residential Housing Impact Fee Fund… 36
Fund 624 - Park Impact Fee Fund……... 42
Appendices…… 49

CITY OF NEWARK
SUMMARY OF DEVELOPMENT IMPACT FEE REVENUES & EXPENDITURES
BY
DEVELOPMENT IMPACT FUND
FROM FY 2017-2018 THROUGH 2022-2023

CAPITAL FACILITIES FUNDS	PRIOR BALANCE	REVENUES				EXPENDITURES			AVAILABLE BALANCE
		DIF	OTHER DIF/ NON-DIF REV.	INT/TSFR IN	TOTAL	OUTLAY	TSFR OUT	TOTAL	
PUBLIC SAFETY (620) FUND	$ 1,251,448.28	$ 4,315,887.31	$ -	$ 213,300.39	$ 4,529,187.70	$ 4,831,844.68	$ -	$ 4,831,844.68	$ 948,791.30
COMMUNITY SERVICE (621) FUND	$ 2,601,237.05	$ 3,500,047.30	$ -	$ 321,604.13	$ 3,821,651.43	$ 5,700,428.03	$ -	$ 5,700,428.03	$ 722,460.45
TRAFFIC (622) FUND	$ 3,628,723.60	$ 8,262,929.94	$ -	$ 725,858.94	$ 8,988,788.88	$ 16,888.62	$ -	$ 16,888.62	$ 12,600,623.86
RESIDENTIAL & NON-RESIDENTIAL HOUSING (623) FUND [c]	$ 22,062,870.96	$ 20,224,728.13	$ -	$ 2,405,149.23	$ 22,629,877.36	$ 99,862.02	$ -	$ 99,862.02	$ 44,592,886.30
PARK IMPACT FEES (624) FUND	$ 5,725,974.07	$ 6,222,923.53	$ -	$ 485,883.86	$ 6,708,807.39	$ 6,628,574.97	$ -	$ 6,628,574.97	$ 5,806,206.49
SUMMARY	$ 35,270,253.96	$ 42,526,516.21	$ -	$ 4,151,796.55	$ 46,678,312.76	$ 17,277,598.32	$ -	$ 17,277,598.32	$ 64,670,968.40

NON-RESIDENTIAL HOUSING (401) FUND [a]	$ 537,170.29	$ -	$ -	$ 39,194.48	$ 39,194.48	$ 6,852.00	$ -	$ 6,852.00	$ 569,512.77
RESIDENTIAL HOUSING (403) FUND [b]	$ 9,276,857.41	$ 11,506,281.47	$ -	$ 710,219.31	$ 12,216,500.78	$ -	$ -	$ -	$ 21,493,358.19
SUMMARY [c]	$ 9,814,027.70	$ 11,506,281.47	$ -	$ 749,413.79	$ 12,255,695.26	$ 6,852.00	$ -	$ 6,852.00	$ 22,062,870.96

a. In 2021, the Non-Residential and Inclusionary Housing Impact Fees were combined into Fund 623. The fund balance from the Non-Residential Fee was transferred to Fund 623.

b. In 2021, the Non-Residential and Affordable Housing Impact Fees were combined into Fund 623. The fund balance from the Affordable Housing Fee was transferred to Fund 623.

c. Before 2021, the City had two separate Housing Impact Fee Funds, the Non-Residential Housing Fund (401) and the Affordable Housing Fund (403). After 2021, these funds were combined into the Residential and Non-Residential Housing Fund (623).

PUBLIC SAFETY FACILITIES FUND

FUND 620

OVERVIEW

The City established a Public Safety Impact Fee with Resolution No. 8051 (Appendix B), which was adopted on July 27, 2000. The adopted fees were effective on September 26, 2000. The fees were based on the *Newark Impact Fee Study* report, dated July 2000.

The enabling Resolution stated, "…The purpose of the Capital Facilities Fee is to provide adequate capital facilities improvements to serve new development in the City." (Res. No. 8051, Sec. 3).

In 2017, the City adopted Resolution No. 10,633 (Appendix D), updating the Public Safety Impact Fees to reflect the change in cost between 2000 and 2017. Resolution 10,633 was adopted on May 25, 2017, and the fees became effective 60 days later. Inclusion of the Keyser Marston Associates, *Public Safety and Community Service Facilities Development Impact Fee Nexus Study* (Appendix C) in Resolution 10,633 identifies the Public Safety development-related projects. It also acts as a mechanism to *commit* the revenues generated by the DIF to these projects.

The 2017 Keyser Marston Associates Nexus Study indicated that the total for Public Safety development-related projects would cost $42,808,380 in FY2017 dollars.

Beginning in 2018 and ending in 2023, the City has collected, with interest, $4,529,188, or about 11% of the $42.8 million cited in the Keyer Marston Associates Nexus Study.

Throughout the years since the inception of the DIF, the City has gradually raised the fee, using the Engineering News-Record, to account for inflation and rising City costs. Each time the DIF costs were updated, the City used a resolution to establish the increase of the DIF. Resolution No. 11,555 (Appendix A), adopted July 27, 2023, was the latest resolution adopted by the City Council and brought the DIF to its current cost.

SCHEDULE OF PUBLIC SAFETY DIF RATE HISTORY

The following schedule shows the history of this fee:

	RES. NO. 8051	RES. NO. 10,633	RES. NO. 11,555 CURRENT
Single-family residential	$1,515.00	$3,451.00	$4,298.00
Multi-family residential	$1,737.00	$2,071.00	$4,298.00
Townhome	N/A	$3,.451.00	$2,578.59
Office/Commercial (per sq. ft.)	$1.70	$0.60	$0.75
Manufacturing/Research & Industrial (per sq. ft.)	$0.25	$0.25	$0.32
Warehousing/Distribution (per sq. ft.)	N/A	$0.50	$0.62

PUBLIC SAFETY DIF EXPENDITURES

The schedule on the next page has two parts. The top part shows the projects associated with this fund. Prior to 2021, the Public Safety DIF was accounted for under the Capital Projects Fund (401). After 2021, the Public Safety DIF was accounted for in its own fund, the Public Safety Facilities Impact Fee Fund (620). The total expenditure for Public Safety DIF projects as of June 30, 2023, was $4,831,845.

The bottom part shows the fiscal year revenues that financed the projects. This bottom part is necessary to assure compliance with the fiscal year expenditure requirements of the Mitigation Fee Act and AB-602.

CITY OF NEWARK
SUMMARY OF DEVELOPMENT IMPACT FEE ANNUAL EXPENDITURES
FOR
PUBLIC SAFETY IMPACT FEE (620) FUND
FROM FY 2017-2018 THROUGH 2022-2023

EXPENDITURES	PRIOR YRS	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	TOTAL
Police Center at the Civic Center						$ 4,831,844.69		$ 4,831,844.69
TOTAL						$ 4,831,844.69		$ 4,831,844.69

APPLIED TO FISCAL YEAR								
FY 2017-18						$ 2,367,818.37		$ 2,367,818.37
FY 2018-19						$ 828,493.74		$ 828,493.74
FY 2019-20						$ 599,095.31		$ 599,095.31
FY 2020-21						$ 1,036,437.26		$ 1,036,437.26
FY 2021-22						$ -		$ -
FY 2022-23						$ -		$ -
APPLIED TOTAL						$ 4,831,844.68		$ 4,831,844.68

SUMMARY OF REVENUES AND EXPENDITURES

The schedule on the next page is divided vertically into two major sections: Revenues and Expenditures. The Revenue section shows the DIF collections by fiscal year and the interest assigned to the fee balance.

The Expenditures section shows the project costs assigned to that year's revenues. These costs are the "row" totals from the bottom section of the prior schedule. The expenditure section aims to show when a year's DIFs were spent to show compliance with the Mitigation Fee Act and AB-602.

FINDINGS

Findings are presented in each DIF section and summarized at the beginning of this report.

1) Given the length of time between the last DIF update, the City Council should consider an update to the Nexus Report and DIFs.

2) Based on this 5-Year Report, Public Safety DIFs have been *committed* via the Nexus Report or spent within the five-year period required by the Mitigation Fee Act.

CITY OF NEWARK
SUMMARY OF DEVELOPMENT IMPACT FEE ANNUAL EXPENDITURES
FOR
PUBLIC SAFETY IMPACT FEE (620) FUND
FROM FY 2017-2018 THROUGH 2022-2023

		REVENUES				EXPENDITURES			
FISCAL YEAR	PRIOR BALANCE	DIF	OTHER DIF/ NON-DIF REV.	INT/TSFR IN	TOTAL	OUTLAY	TSFR OUT	TOTAL	AVAILABLE BALANCE
2017-18	$ 1,251,448.28	$ 1,076,948.61		$ 39,421.48	$ 1,116,370.09	$ 2,367,818.37		$ 2,367,818.37	$ -
2018-19	$ -	$ 732,918.72		$ 95,575.02	$ 828,493.74	$ 828,493.74		$ 828,493.74	$ -
2019-20	$ -	$ 555,019.00		$ 44,076.31	$ 599,095.31	$ 599,095.31		$ 599,095.31	$ -
2020-21	$ -	$ 1,022,072.10		$ 14,365.16	$ 1,036,437.26	$ 1,036,437.26		$ 1,036,437.26	$ -
2021-2022	$ -	$ 630,621.88		$ 3,965.42	$ 634,587.30	$ -		$ -	$ 634,587.30
2022-2023	$ 634,587.30	$ 298,307.00		$ 15,897.00	$ 314,204.00	$ -		$ -	$ 948,791.30
SUMMARY	$ 1,251,448.28	$ 4,315,887.31	$ -	$ 213,300.39	$ 4,529,187.70	$ 4,831,844.68	$ -	$ 4,831,844.68	$ 948,791.30

COMMUNITY SERVICE FACILITIES FUND

FUND 621

OVERVIEW

The City established a Community Service Facilities Impact Fee with Resolution No. 8051, which was adopted on July 27, 2000. The adopted fees were effective on September 26, 2000. The fees were based on the *Newark Impact Fee Study* report, dated July 2000.

The enabling Resolution stated, "…The purpose of the Capital Facilities Fee is to provide adequate capital facilities improvements to serve new development in the City." (Res. No. 8051, Sec. 3).

In 2017, the City adopted Resolution No. 10,634 (Appendix E), updating the Community Service Facilities Impact Fees to reflect the change in cost between 2000 and 2017. Resolution 10,634 was adopted on May 25, 2017, and the fees became effective 60 days later. Inclusion of the Keyser Marston Associates, *Public Safety and Community Service Facilities Development Impact Fee Nexus Study* (Appendix C) in Resolution 10,634 identifies the Community Service Facilities development-related projects. It also acts as a mechanism to *commit* the revenues generated by the DIF to these projects.

The 2017 Keyser Marston Associates Nexus Study indicated that the total for Community Service Facilities development-related projects would cost $72,890,220 in FY2017 dollars.

Beginning in 2018 and ending in 2023, the City has collected, with interest, $3,821,651, or about 5% of the $72.9 million cited in the Keyer Marston Associates Nexus Study.

Throughout the years since the inception of the DIF, the City has gradually raised the fee, using the Engineering News-Record, to account for inflation and rising City costs. Each time the DIF costs were updated, the City used a resolution to establish the increase of the DIF. Resolution No. 11,555, adopted July 27, 2023, was the latest resolution adopted by the City Council and brought the DIF to its current cost.

SCHEDULE OF COMMUNITY SERVICE FACILITIES DIF RATE HISTORY

The following schedule shows the history of this fee:

	RES. NO. 8051	RES. NO. 10,634	RES. NO. 11,555 CURRENT
Single-family residential	$1,508.00	$2,311.00	$2,877.89
Multi-family residential	$1,373.00	$1,156.00	$1,439.45
Townhome	N/A	$2,311.00	$2,877.89
Office/Commercial (per sq. ft.)	$0.22	$0.86	$1.07
Manufacturing/Research & Industrial (per sq. ft.)	$0.16	$0.18	$0.23
Warehousing/Distribution (per sq. ft.)	N/A	$0.36	$0.45

COMMUNITY SERVICE FACILITIES DIF EXPENDITURES

The schedule on the next page has two parts. The top part shows the projects associated with this fund. Prior to 2021, the Community Service Facilities DIF was accounted for under the Capital Projects Fund (401). After 2021, the Community Service Facilities DIF was accounted for in its own fund, the Community Service Facilities Impact Fee Fund (621). The total expenditure for Community Service Facilities DIF projects as of June 30, 2023, was $5,700,428.

The bottom part shows the fiscal year revenues that financed the projects. This bottom part is necessary to assure compliance with the fiscal year expenditure requirements of the Mitigation Fee Act and AB-602.

CITY OF NEWARK
SUMMARY OF DEVELOPMENT IMPACT FEE ANNUAL EXPENDITURES
FOR
COMMUNITY SERVICE IMPACT FEE (621) FUND
FROM FY 2017-2018 THROUGH 2022-2023

EXPENDITURES	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	TOTAL
City Admin. Building at Civic Center					$ 5,700,428.02		$ 5,700,428.02
TOTAL	$ -	$ -	$ -	$ -	$ 5,700,428.02		$ 5,700,428.02

APPLIED TO FISCAL YEAR							
FY 2017-18					$ 3,481,895.09		$ 3,481,895.09
FY 2018-19					$ 804,431.91		$ 804,431.91
FY 2019-20					$ 559,958.30		$ 559,958.30
FY 2020-21					$ 854,142.73		$ 854,142.73
FY 2021-22					$ -		$ -
FY 2022-23					$ -		$ -
APPLIED TOTAL							$ 5,700,428.03

SUMMARY OF REVENUES AND EXPENDITURES

The schedule on the next page is divided vertically into two major sections: Revenues and Expenditures. The Revenue section shows the DIF collections by fiscal year and the interest assigned to the fee balance.

The Expenditures section shows the project costs assigned to that year's revenues. These costs are the "row" totals from the bottom section of the prior schedule. The expenditure section aims to show when a year's DIFs were spent to show compliance with the Mitigation Fee Act and AB-602.

FINDINGS

Findings are presented in each DIF section and summarized at the beginning of this report.

1) Given the length of time between the last DIF update, the City Council should consider an update to the Nexus Report and DIFs.

2) Based on this 5-Year Report, it is clear that Community Service Facilities DIFs have been *committed* via the Nexus Report or spent within the five-year period required by law.

CITY OF NEWARK
SUMMARY OF DEVELOPMENT IMPACT FEE ANNUAL EXPENDITURES
FOR
COMMUNITY SERVICE IMPACT FEE (621) FUND
FROM FY 2017-2018 THROUGH 2022-2023

		REVENUES				EXPENDITURES			
FISCAL YEAR	PRIOR BALANCE	DIF	OTHER DIF/ NON-DIF REV.	INT/TSFR IN	TOTAL	OUTLAY	TSFR OUT	TOTAL	AVAILABLE BALANCE
2017-18	$ 2,601,237.05	$ 798,717.28		$ 81,940.76	$ 880,658.04	$ 3,481,895.09		$ 3,481,895.09	$ -
2018-19	$ -	$ 663,888.10		$ 140,543.81	$ 804,431.91	$ 804,431.91		$ 804,431.91	$ -
2019-20	$ -	$ 494,089.00		$ 65,869.30	$ 559,958.30	$ 559,958.30		$ 559,958.30	$ -
2020-21	$ -	$ 837,195.25		$ 16,947.48	$ 854,142.73	$ 854,142.73		$ 854,142.73	$ -
2021-2022	$ -	$ 492,351.67		$ 4,159.78	$ 496,511.45	$ -		$ -	$ 496,511.45
2022-2023	$ 496,511.45	$ 213,806.00		$ 12,143.00	$ 225,949.00	$ -		$ -	$ 722,460.45
SUMMARY	$ 2,601,237.05	$ 3,500,047.30	$ -	$ 321,604.13	$ 3,821,651.43	$ 5,700,428.03	$ -	$ 5,700,428.03	$ 722,460.45

TRANSPORTATION FUND

FUND 622

OVERVIEW

The City established a Transportation Impact Fee with Resolution No. 8051, which was adopted on July 27, 2000. The adopted fees were effective on September 26, 2000. The fees were based on the *Newark Impact Fee Study* report, dated July 2000.

The enabling Resolution stated, "…The purpose of the Capital Facilities Fee is to provide adequate capital facilities improvements to serve new development in the City." (Res. No. 8051, Sec. 3).

In 2017, the City adopted Resolution No. 10,635 (Appendix G), updating the Transportation Impact Fees to reflect the change in cost between 2000 and 2017. Resolution 10,635 was adopted on May 25, 2017, and the fees became effective 60 days later. Inclusion of the Hexagon Transportation Consultants, *City of Newark Transportation Impact Fee Nexus Study* (Appendix F) in Resolution 10,635 identifies the Transportation development-related projects. It also acts as a mechanism to *commit* the revenues generated by the DIF to these projects.

The Hexagon Transportation Consultants Nexus Study from 2017 indicated that the total for Transportation development-related projects would cost $30,877,000 in FY2017 dollars.

Beginning in 2018 and ending in 2023, the City has collected, with interest, $8,988,789, or about 29% of the $30.9 million cited in the Keyer Marston Associates Nexus Study.

Throughout the years since the inception of the DIF, the City has gradually raised the fee, using the Engineering News-Record, to account for inflation and rising City costs. Each time the DIF costs were updated, the City used a resolution to establish the increase of the DIF. Resolution No. 11,555, adopted July 27, 2023, was the latest resolution adopted by the City Council and brought the DIF to its current cost.

TRANSPORTATION DIF RATE HISTORY

The following schedule shows the history of this fee:

	RES. NO. 8051	RES. NO. 10,635	RES NO. 11,555 CURRENT
Single-family residential	$876.00	$4,974.00	$6,193.51
Multi-family residential	$503.00	$3,084.00	$3,839.90
Townhome	N/A	$2,586.00	$3,219.93
Office/Commercial (per sq. ft.)	$1.29	$4.41	$5.49
Manufacturing/Research & Industrial (per sq. ft.)	$0.75	$2.41	$3.00
Warehousing/Distribution (per sq. ft.)	N/A	$4.82	$6.00

TRANSPORTATION DIF EXPENDITURES

The schedule on the next page has two parts. The top part shows the projects associated with this fund. Prior to 2021, the Transportation DIF was accounted for under the Capital Projects Fund (401). After 2021, the Transportation DIF was accounted for in its own fund, the Transportation Impact Fee Fund (622). The total expenditure for Transportation DIF projects as of June 30, 2023, was $16,889.

The bottom part shows the fiscal year revenues that financed the projects. This bottom part is necessary to assure compliance with the fiscal year expenditure requirements of the Mitigation Fee Act and AB-602.

CITY OF NEWARK
SUMMARY OF DEVELOPMENT IMPACT FEE ANNUAL EXPENDITURES
FOR
TRANSPORTATION IMPACT FEE (622) FUND
FROM FY 2017-2018 THROUGH 2022-2023

EXPENDITURES	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	TOTAL
Central Ave Overpass						$ 16,888.62	$ -
TOTAL	$ -	$ -	$ -	$ -	$ -	$ 16,888.62	$ -

APPLIED TO FISCAL YEAR							
PRIOR YEARS							
FY 2017-18							
FY 2018-19							
FY 2019-20							
FY 2020-21							
FY 2021-22							
FY 2022-23						$ 16,888.62	$ 16,888.62
APPLIED TOTAL							$ 16,888.62

SUMMARY OF REVENUES AND EXPENDITURES

The schedule on the next page is divided vertically into two major sections: Revenues and Expenditures. The Revenue section shows the DIF collections by fiscal year and the interest assigned to the fee balance.

The Expenditures section shows the project costs assigned to that year's revenues. These costs are the "row" totals from the bottom section of the prior schedule. The expenditure section aims to show when a year's DIFs were spent to show compliance with the Mitigation Fee Act and AB-602.

FINDINGS

Findings are presented in each DIF section and summarized at the beginning of this report.

1) Given the length of time between the last DIF update, the City Council should consider an update to the Nexus Report and DIFs.

2) Based on this 5-Year Report, it is clear that Transportation DIFs have been *committed* via the Nexus Report or spent within the five-year period required by law.

CITY OF NEWARK
SUMMARY OF DEVELOPMENT IMPACT FEE REVENUES & EXPENDITURES
BY
TRANSPORTATION IMPACT FEE (622) FUND
FROM FY 2017-2018 THROUGH 2022-2023

		REVENUES				EXPENDITURES			
FISCAL YEAR	PRIOR BALANCE	DIF	OTHER DIF/ NON-DIF REV.	INT/TSFR IN	TOTAL	OUTLAY	TSFR OUT	TOTAL	AVAILABLE BALANCE
2017-18	$ 3,628,723.60	$ 1,951,480.28		$ 114,307.30	$ 2,065,787.58			$ -	$ 5,694,511.18
2018-19	$ 5,694,511.18	$ 1,834,097.25		$ 229,854.22	$ 2,063,951.47			$ -	$ 7,758,462.65
2019-20	$ 7,758,462.65	$ 1,358,973.97		$ 106,911.86	$ 1,465,885.83			$ -	$ 9,224,348.48
2020-21	$ 9,224,348.48	$ 1,575,688.86		$ 32,204.46	$ 1,607,893.32			$ -	$ 10,832,241.80
2021-2022	$ 10,832,241.80	$ 946,060.58		$ 26,309.10	$ 972,369.68			$ -	$ 11,804,611.48
2022-2023	$ 11,804,611.48	$ 596,629.00		$ 216,272.00	$ 812,901.00	$ 16,888.62		$ 16,888.62	$ 12,600,623.86
SUMMARY	$ 3,628,723.60	$ 8,262,929.94	$ -	$ 725,858.94	$ 8,988,788.88	$ -	$ -	$ 16,888.62	$ 12,600,623.86

NON-RESIDENTIAL HOUSING

FUND 401

OVERVIEW

The City established a Non-Residential Housing Fee with Resolution No. 8802 (Appendix H), adopted on May 27, 2004. The adopted fees were effective 60 days later. Inclusion of the Economic Planning and System 2004 *Newark Affordable Housing Fee Study* (Appendix I) in Resolution 8802 identifies the Non-Residential Housing development-related projects. It also acts as a mechanism to *commit* the revenues generated by the DIF to these projects.

The enabling Resolution stated, "… the City of Newark hired Economic and Planning Systems to prepare an Affordable Housing Fee Study, dated April 2004, which: (1) examined the amount of subsidy needed to produce housing units affordable to moderate, low, and very low-income households; (2) found a clear nexus between the development of nonresidential land uses and the number of housing units that will be needed to accommodate for very low, low, and moderate-income households as a result of the development…" (Res. No. 8802).

Economic Planning and Systems Affordable Housing Study indicated that the total Non-Residential Housing subsidy would be $12.4 million in FY2004 dollars.

Beginning in 2018 and ending in 2020, the City has collected, with interest, $39,194, or about 0.32% of its goal.

In 2021, the Non-Residential and Inclusionary Housing Impact Fees were combined into Fund 623. The fund balance from the Non-Residential Fee was transferred to Fund 623.

NON-RESIDENTIAL DIF RATE HISTORY

The following schedule shows the history of this fee:

	RES. NO. 8802
Office/Commercial (per sq. ft.)	$2.65
Manufacturing/Research & Industrial (per sq. ft.)	$0.49

NON-RESIDENTIAL HOUSING DIF EXPENDITURES

The schedule on the next page has two parts. The top part shows the projects associated with this fund. Prior to 2021, the Non-Residential DIF was accounted for under the Capital Projects Fund (401). After 2021, the Non-Residential Housing DIF was combined with the Inclusionary Housing DIF into Fund (623). There was a total of $6,852 in expenditures from the Non-Residential Housing Fund between 2018 and 2020.

The bottom part shows the fiscal year revenues that financed the projects. This bottom part is necessary to assure compliance with the fiscal year expenditure requirements of the Mitigation Fee Act and AB-602.

CITY OF NEWARK
SUMMARY OF DEVELOPMENT IMPACT FEE ANNUAL EXPENDITURES
FOR
NON-RESIDENTIAL HOUSING IMPACT FEE (401) FUND
FROM FY 2017-2018 THROUGH 2022-2023

EXPENDITURES	PRIOR YRS	2017-18	2018-19	2019-20	2020-21	2021-22	TOTAL
In-House HMIS Match	$ 2,284.00	$ 2,284.00	$ 2,284.00	$ 2,284.00	$ -	$ -	$ 9,136.00
TOTAL	$ 2,284.00	$ 2,284.00	$ 2,284.00	$ 2,284.00	$ -	$ -	$ 9,136.00

APPLIED TO FISCAL YEAR							
FY 2017-18	$ 2,284.00						$ 2,284.00
FY 2018-19		$ 2,284.00					$ 2,284.00
FY 2019-20			$ 2,284.00				$ 2,284.00
APPLIED TOTAL	$ 2,284.00	$ 2,284.00	$ 2,284.00	$ -	$ -	$ -	$ 6,852.00

SUMMARY OF REVENUES AND EXPENDITURES

The schedule on the next page is divided vertically into two major sections: Revenues and Expenditures. The Revenue section shows the DIF collections by fiscal year and the interest assigned to the fee balance.

The Expenditures section shows the project costs assigned to that year's revenues. These costs are the "row" totals from the bottom section of the prior schedule. The expenditure section aims to show when a year's DIFs were spent to show compliance with the Mitigation Fee Act and AB-602.

FINDINGS

Findings are presented in each DIF section and summarized at the beginning of this report.

1) Given that about 0.32% of the original revenue goal has been collected over the five years this report spans and considering that the revenue generated by this DIF is only generated by non-residential development, the combining of the Affordable and Non-Residential Housing Funds seems both prudent and appropriate.

2) Based on this 5-Year Report, it is clear that Non-Residential Housing DIFs have been *committed* or spent within the five-year period required by law.

CITY OF NEWARK
SUMMARY OF DEVELOPMENT IMPACT FEE REVENUES & EXPENDITURES
BY
NON-RESIDENTIAL HOUSING IMPACT FEE (401) FUND
FROM FY 2017-2018 THROUGH 2022-2023

		REVENUES				EXPENDITURES			
FISCAL YEAR	PRIOR BALANCE	DIF	OTHER DIF/ NON-DIF REV.	INT/TSFR IN	TOTAL	OUTLAY	TSFR OUT	TOTAL	AVAILABLE BALANCE
2017-18	$ 537,170.29			$ 16,921.23	$ 16,921.23	$ 2,284.00		$ 2,284.00	$ 551,807.52
2018-19	$ 551,807.52			$ 22,273.25	$ 22,273.25	$ 2,284.00		$ 2,284.00	$ 571,796.77
2019-20	$ 571,796.77				$ -	$ 2,284.00		$ 2,284.00	$ 569,512.77
SUMMARY	$ 537,170.29	$ -	$ -	$ 39,194.48	$ 39,194.48	$ 6,852.00	$ -	$ 6,852.00	$ 569,512.77

AFFORDABLE HOUSING

FUND 403

OVERVIEW

The City established the Inclusionary Housing Fee (Affordable Housing Fee) with Resolution No. 8802, adopted on May 27, 2004. The adopted fees were effective 60 days later. Inclusion of the Economic Planning and System 2004 Newark *Affordable Housing Fee Study* in Resolution 8802 identifies the Non-Residential Housing development-related projects. It also acts as a mechanism to *commit* the revenues generated by the DIF to these projects.

Resolution No.10,184 (Appendix J), adopted on April 10, 2014, revised the fee to reflect an initial charge for residential units based on the first 1,000 square feet constructed and another fee based on all square footage after the first 1,000 square feet of construction. The updated Affordable Housing nexus was demonstrated and supported by the Keyser Marston Associates 2014 *Residential Nexus Analysis, Newark, California* Report (Appendix K), included in Resolution No. 10,184.

The enabling Resolution stated, "… the City Council has considered the Residential Nexus Analysis, Newark, California" dated March 2014 and prepared by Keyser-Marston Associates, Inc. (the " Nexus Study "), which study demonstrates that, to fully mitigate the burdens created by new market-rate units in residential projects on the need for very low, low, and moderate-income housing, a housing impact fee of $23.80 to $ 35.60 per square foot of new market-rate development would be needed, or from 12 percent to 21 percent of units in each residential development would need to be affordable to very low, low, and moderate–income households…" (Res. No. 10,184)

Beginning in 2018 and ending in 2020, the City has collected, with interest, $12,216,501.

In 2021, the Non-Residential and Affordable Housing Impact Fees were combined into Fund 623. The fund balance from the Affordable Housing Fee was transferred to Fund 623.

AFFORDABLE HOUSING DIF RATE HISTORY

The following schedule shows the history of this fee:

	RES. NO. 8802	RES. NO 10,184
Market Rate Unit	$6,704	N/A
First 1,000 sq. ft. floor area/unit	N/A	$20.00/sq. ft.
All sq. ft. over 1,000 sq. floor area/unit	N/A	$8.00/ sq. ft.

AFFORDABLE HOUSING DIF EXPENDITURES

The schedule on the next page has two parts. The top part shows the projects associated with this fund. Prior to 2021, the Affordable Housing DIF was accounted for under the Impact Fee Fund (403). After 2021, the Non-Residential Housing DIF was combined with the Affordable Housing DIF into Fund (623). There was no expenditure from the Affordable Housing Fund between 2018 and 2020.

The bottom part shows the fiscal year revenues that financed the projects. This bottom part is necessary to assure compliance with the fiscal year expenditure requirements of the Mitigation Fee Act and AB-602.

CITY OF NEWARK
SUMMARY OF DEVELOPMENT IMPACT FEE ANNUAL EXPENDITURES
FOR
RESIDENTIAL HOUSING IMPACT FEE (403)
FROM FY 2017-2018 THROUGH 2022-2023

EXPENDITURES	PRIOR YRS	2017-18	2018-19	2019-20	2020-21	2021-22	TOTAL
TOTAL							

APPLIED TO FISCAL YEAR							
PRIOR YEARS							
FY 2017-18							
FY 2018-19							
FY 2019-20							
APPLIED TOTAL							

SUMMARY OF REVENUES AND EXPENDITURES

The schedule on the next page is divided vertically into two major sections: Revenues and Expenditures. The Revenue section shows the DIF collections by fiscal year and the interest assigned to the fee balance.

The Expenditures section shows the project costs assigned to that year's revenues. These costs are the "row" totals from the bottom section of the prior schedule. The expenditure section aims to show when a year's DIFs were spent to show compliance with the Mitigation Fee Act and AB-602.

FINDINGS

Findings are presented in each DIF section and summarized at the beginning of this report.

1) Based on the relationship between the Non-Residential and Affordable Housing DIFs and considering that the revenue generated from the Affordable Housing DIF can only be generated from residential dwelling units, combining these funds appears prudent and appropriate.

2) Based on this 5-Year Report, it is clear that Affordable Housing DIFs have been *committed* or spent within the five-year period required by law.

CITY OF NEWARK
SUMMARY OF DEVELOPMENT IMPACT FEE REVENUES & EXPENDITURES
BY
RESIDENTIAL HOUSING IMPACT FEE (403)
FROM FY 2017-2018 THROUGH 2022-2023

		REVENUES				EXPENDITURES			
FISCAL YEAR	PRIOR BALANCE	DIF	OTHER DIF/ NON-DIF REV.	INT/TSFR IN	TOTAL	OUTLAY	TSFR OUT	TOTAL	AVAILABLE BALANCE
2017-18	$ 9,276,857.41	$ 2,689,363.11		$ 109,363.53	$ 2,798,726.64	$ -	$ -	$ -	$ 12,075,584.05
2018-19	$ 12,075,584.05	$ 6,297,354.18		$ 300,983.66	$ 6,598,337.84	$ -	$ -	$ -	$ 18,673,921.89
2019-20	$ 18,673,921.89	$ 2,519,564.18		$ 299,872.12	$ 2,819,436.30	$ -	$ -	$ -	$ 21,493,358.19
SUMMARY	$ 9,276,857.41	$ 11,506,281.47	$ -	$ 710,219.31	$ 12,216,500.78	$ -	$ -	$ -	$ 21,493,358.19

RESIDENTIAL AND NON-RESIDENTIAL HOUSING

FUND 623

OVERVIEW

As noted earlier in this report, before 2021, the City had two separate Housing Impact Fee Funds, the Non-Residential Housing Fund (401) and the Affordable Housing Fund (403). After 2021, these funds were combined into the Residential and Non-Residential Housing Fund (623).

The enabling Resolution stated, "… the City of Newark hired Economic and Planning Systems to prepare an Affordable Housing Fee Study, dated April 2004, which: (1) examined the amount of subsidy needed to produce housing units affordable to moderate, low, and very low-income households; (2) found a clear nexus between the development of nonresidential land uses and the number of housing units that will be needed to accommodate for very low, low, and moderate-income households as a result of the development…" (Res. No. 8802).

Beginning in 2021 and ending in 2023, after combining the balances from the Affordable Housing and Non-Residential Funds, the City has collected, with interest, $22,629,877.

Throughout the years since the inception of the DIF, the City has gradually raised the fee, using the Engineering News-Record, to account for inflation and rising City costs. Resolution No. 11,555, adopted July 27, 2023, was adopted by the City Council and brought the DIF to its current cost.

RESIDENTIAL AND NON-RESIDENTIAL DIF RATE HISTORY

The following schedule shows the history of this fee:

	RES. NO. 8802	RES. NO. 10,184	RES. NO. 11,555 CURRENT
Market Rate Unit	$6,704	N/A	N/A
Residential Unit First 1,000 sq. ft. floor area/unit	N/A	$20.00/sq. ft.	$24.95/sq. ft.
Residential Unit All sq. ft. over 1,000 sq. floor area/unit	N/A	$8.00/sq. ft.	$10.00/ sq. ft.
Office/Commercial (per sq. ft.)	$2.65	N/A	$4.48
Manufacturing/Research & Industrial (per sq. ft.)	$0.49	N/A	$0.84

AFFORDABLE AND NON-RESIDENTIAL HOUSING DIF EXPENDITURES

The schedule on the next page has two parts. The top part shows the projects associated with this fund. The total expenditure for the Affordable and Non-Residential Housing DIF projects as of June 30, 2023, was $99,862.

The bottom part shows the fiscal year revenues that financed the projects. This bottom part is necessary to assure compliance with the fiscal year expenditure requirements of the Mitigation Fee Act and AB-602.

CITY OF NEWARK
SUMMARY OF DEVELOPMENT IMPACT FEE ANNUAL EXPENDITURES
FOR
RESIDENTIAL AND NON-RESIDENTIAL HOUSING IMPACT FEE (623) FUND
FROM FY 2017-2018 THROUGH 2022-2023

EXPENDITURES	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	TOTAL
On-Call Planning Services				$ 12,020.00	$ 15,980.00	$ 60,459.77	$ 28,000.00
In-House HMIS Match				$ 2,284.00	$ 2,902.00	$ 3,020.00	$ 5,186.00
Home Key Project Mailer						$ 3,196.25	
TOTAL	$ -	$ -	$ -	$ 14,304.00	$ 18,882.00	$ 66,676.02	$ 33,186.00

APPLIED TO FISCAL YEAR							$ -
FY 2020-21				$ 14,304.00			$ 14,304.00
FY 2021-22					$ 18,882.00		$ 18,882.00
FY 2022-23						$ 66,676.02	$ 66,676.02
APPLIED TOTAL	$ -	$ -	$ -	$ 14,304.00	$ 18,882.00	$ 66,676.02	$ 99,862.02

SUMMARY OF REVENUES AND EXPENDITURES

The schedule on the next page is divided vertically into two major sections: Revenues and Expenditures. The Revenue section shows the DIF collections by fiscal year and the interest assigned to the fee balance.

The Expenditures section shows the project costs assigned to that year's revenues. These costs are the "row" totals from the bottom section of the prior schedule. The expenditure section aims to show when a year's DIFs were spent to show compliance with the Mitigation Fee Act and AB-602.

FINDINGS

Findings are presented in each DIF section and summarized at the beginning of this report.

1) Combining these funds appears prudent and appropriate Based on the relationship between the Non-Residential and Affordable Housing DIFs.

2) Based on this 5-Year Report, it is clear that Residential and Non-Residential Housing DIFs have been *committed* or spent within the five-year period required by law.

CITY OF NEWARK
SUMMARY OF DEVELOPMENT IMPACT FEE REVENUES & EXPENDITURES
BY
RESIDENTIAL AND NON-RESIDENTIAL HOUSING IMPACT FEE (623) FUND
FROM FY 2017-2018 THROUGH 2022-2023

		REVENUES				EXPENDITURES			
FISCAL YEAR	PRIOR BALANCE	DIF	OTHER DIF/ NON-DIF REV.	INT/TSFR IN	TOTAL	OUTLAY	TSFR OUT	TOTAL	AVAILABLE BALANCE
2020-21	$ 22,062,870.96	$ 12,384,516.07	$ -	$ 102,689.68	$ 12,487,205.75	$ 14,304.00	$ -	$ 14,304.00	$ 34,535,772.71
2021-2022	$ 34,535,772.71	$ 6,278,542.06	$ -	$ 93,076.55	$ 6,371,618.61	$ 18,882.00	$ -	$ 18,882.00	$ 40,888,509.32
2022-2023	$ 40,888,509.32	$ 1,561,670.00	$ -	$ 2,209,383.00	$ 3,771,053.00	$ 66,676.02	$ -	$ 66,676.02	$ 44,592,886.30
SUMMARY	$ 22,062,870.96	$ 20,224,728.13	$ -	$ 2,405,149.23	$ 22,629,877.36	$ 99,862.02	$ -	$ 99,862.02	$ 44,592,886.30

PARK FUND

FUND 624

OVERVIEW

The City established a park Impact Fee with Resolution No. 5799. In 2013, the City adopted Resolution No. 10,132 (Appendix L) to rescind Resolution No. 5799. Resolution No. 10,132 introduced a single residential fee to the Park Impact Fees. The Nexus report used to support the fees was created by the City.

In 2016, Resolution No. 10505 (Appendix M) was adopted, and the Park Impact Fees were again updated. The 2016 Park Impact Fee update created different fees between single and multi-family residential units. It also differentiated between residential dwelling units that dedicated land to the City's parks versus those that did not.

The Park Impact Fees for Resolution No. 10505 were based on the Keyer Martson Associates *Park and Recreation Facility Development Impact Fee Study* (Appendix N), dated May 2016. The Park development-related projects can be found in this Nexus Report. The report also acts as a mechanism to *commit* the revenues generated by the DIF to these projects. It should also be noted that the Keyer Martson Associates Study is based on the Mitigation Fee Act and not the Quimby Act.

The enabling Resolution stated, "…the existing Parks Impact Fee is insufficient, outdated, and needs to be brought into conformity with current conditions in the City..." (Res. No. 10505).

The 2016 Keyer Martson Associates Park Impact Fee Study indicated that the total for Park development-related projects would cost $41,186,719 in FY2016 dollars.

Beginning in 2018 and ending in 2022, the City has collected, with interest, $6,708,807, or about 15% of its goal.

Throughout the years since the inception of the DIF, the City has gradually raised the fee, using the Engineering News-Record, to account for inflation and rising City costs. Each time the DIF costs were updated, the City used a resolution to establish the increase of the DIF. Resolution No. 11,555, adopted July 27, 2023, was the latest resolution adopted by the City Council and brought the DIF to its current cost.

PARK DIF RATE HISTORY

The following schedule shows the history of this fee:

	RES. NO. 10,132	RES. NO. 10505	RES. NO. 11,555 CURRENT
Residential Dwelling Unit	$7,462.52	N/A	N/A
Single-Family Residential w/o Land Dedication	N/A	$25,000	$31,130.44
Single-Family Residential w/ Land Dedication	N/A	$7,500	$9,339.13
Multi-Family Residential w/o Land Dedication	N/A	$7,500	$22,414.32
Multi-Family Residential w/ Land Dedication	N/A	$5,300	$6,599.69

PARK DIF EXPENDITURES

The schedule on the next page has two parts. The top part shows the projects associated with this fund. Prior to 2021, the Park DIF was accounted for under the Capital Projects Fund (104). After 2021, the Park DIF was accounted for in its own fund, the Park Impact Fee Fund (624). The total expenditure for the Park DIF projects as of June 30, 2023, was $6,628,575.

The bottom part shows the fiscal year revenues that financed the projects. This bottom part is necessary to assure compliance with the fiscal year expenditure requirements of the Mitigation Fee Act and AB-602.

CITY OF NEWARK
SUMMARY OF DEVELOPMENT IMPACT FEE ANNUAL EXPENDITURES
FOR
PARK IMPACT FEE (624) FUND
FROM FY 2017-2018 THROUGH 2022-2023

EXPENDITURES	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	TOTAL
Birch Grove Community Park Project	$ 64,057.59	$ 14,952.39	$ -	$ -	$ -	$ -	$ 79,009.98
Sportsfield Park All-Weather Turf Fields	$ -	$ 2,427,196.95	$ 3,918,287.28	$ -	$ -	$ -	$ 6,345,484.23
Skate Park at Sportsfield Park	$ -	$ 173,212.00	$ 22,098.76	$ -	$ -	$ -	$ 195,310.76
Birch Grove Community Park	$ -	$ -	$ 8,770.00	$ -	$ -	$ -	$ 8,770.00
TOTAL	$ 64,057.59	$ 2,615,361.34	$ 3,949,156.04	$ -	$ -		$ 6,628,574.97

APPLIED TO FISCAL YEAR	$ -	$ -	$ -	$ -	$ -	$ -	
FY 2017-18	$ 64,057.59	$ -	$ -	$ -	$ -	$ -	$ 64,057.59
FY 2018-19	$ -	$ 2,615,361.34	$ -	$ -	$ -	$ -	$ 2,615,361.34
FY 2019-20	$ -	$ -	$ 3,949,156.04	$ -	$ -	$ -	$ 3,949,156.04
FY 2020-21	$ -	$ -	$ -	$ -	$ -	$ -	$ -
FY 2021-22	$ -	$ -	$ -	$ -	$ -	$ -	$ -
FY 2022-23	$ -	$ -	$ -	$ -	$ -	$ -	$ -
APPLIED TOTAL	$ 64,057.59	$ 2,615,361.34	$ 3,949,156.04	$ -	$ -	$ -	$ 6,628,574.97

SUMMARY OF REVENUES AND EXPENDITURES

The schedule on the next page is divided vertically into two major sections: Revenues and Expenditures. The Revenue section shows the DIF collections by fiscal year and the interest assigned to the fee balance.

The Expenditures section shows the project costs assigned to that year's revenues. These costs are the "row" totals from the bottom section of the prior schedule. The expenditure section aims to show when a year's DIFs were spent to show compliance with the Mitigation Fee Act and AB-602.

FINDINGS

Findings are presented in each DIF section and summarized at the beginning of this report.

1) Given the length of time between the last DIF update, the City Council should consider an update to the Nexus Report and DIFs.

2) RCS recommends creating a separate Park DIF for fees that meet the requirements of the Quimby Act. The fees for the Quimby Act should be kept in a separate fund from revenue generated by the Mitigation Fee Act. Revenue from the Quimby Act is unique from all other DIFs in that the revenue can be used for the rehabilitation of existing parks.

3) Based on this 5-Year Report, it is clear that Park DIFs have been *committed* or spent within the five-year period required by law.

CITY OF NEWARK
SUMMARY OF DEVELOPMENT IMPACT FEE REVENUES & EXPENDITURES
BY
PARK IMPACT FEE (624) FUND
FROM FY 2017-2018 THROUGH 2022-2023

		REVENUES				EXPENDITURES			
FISCAL YEAR	PRIOR BALANCE	DIF	OTHER DIF/ NON-DIF REV.	INT/TSFR IN	TOTAL	OUTLAY	TSFR OUT	TOTAL	AVAILABLE BALANCE
2017-18	$ 5,725,974.07	$ 382,510.00	$ -		$ 382,510.00	$ 64,057.59	$ -	$ 64,057.59	$ 6,044,426.48
2018-19	$ 6,044,426.48	$ 308,596.00	$ -	$ 362,522.00	$ 671,118.00	$ 2,615,361.34	$ -	$ 2,615,361.34	$ 4,100,183.14
2019-20	$ 4,100,183.14	$ 596,187.00	$ -		$ 596,187.00	$ 3,949,156.04	$ -	$ 3,949,156.04	$ 747,214.10
2020-21	$ 747,214.10	$ 2,874,676.96	$ -	$ 10,800.06	$ 2,885,477.02	$ -	$ -	$ -	$ 3,632,691.12
2021-2022	$ 3,632,691.12	$ 1,799,853.57	$ -	$ 12,573.80	$ 1,812,427.37	$ -	$ -	$ -	$ 5,445,118.49
2022-2023	$ 5,445,118.49	$ 261,100.00		$ 99,988.00	$ 361,088.00	$ -	$ -	$ -	$ 5,806,206.49
SUMMARY	$ 5,725,974.07	$ 6,222,923.53	$ -	$ 485,883.86	$ 6,708,807.39	$ 6,628,574.97	$ -	$ 6,628,574.97	$ 5,806,206.49

APPENDICES

APPENDIX A

RESOLUTION NO. 11,555

RESOLUTION NO. 11,555

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING THE MASTER FEE SCHEDULE FOR FISCAL YEAR 2024

WHEREAS, the City Council of the City of Newark is authorized to prescribe and establish fees in regard to services or functions performed by the City for the public in a governmental and proprietary capacity; and

WHEREAS, the City Council desires to update currently established fees to cover inflation and City costs, which form the basis for the changes; and

WHEREAS, a public hearing has been noticed and held in accordance with Government Code Sections 6062a, 66016, 66017 and 66018; and

WHEREAS, the City Council of the City of Newark has, from time to time, established fees by resolution for services as authorized pursuant to the Newark Municipal Code, most recently on May 26, 2022 by Resolution No. 11,354.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby amend those portions of the City of Newark Master Fee Schedule as set forth in Exhibit "A," attached hereto and incorporated herein by this reference and made part hereof as though set forth at length for Fiscal Year 2024.

BE IT FURTHER RESOLVED that the amendments to the City of Newark Master Fee Schedule will not become effective until 60 days after adoption of this Resolution.

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on July 27, 2023, by Council Member Freitas who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

AYES:	Council Members Bucci, Freitas, Jorgens, Vice Mayor Collazo and Mayor Hannon
NOES:	None
ABSENT:	None
SECONDED:	Vice Mayor Collazo

APPROVED:

MICHAEL K. HANNON
Mayor

ATTEST:

SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
City Attorney

EXHIBIT A

SUMMARY OF PROPOSED CHANGES

V. CONSTRUCTION ENTERPRISE FUND

- The proposed adjustments increase the Park Impact, Capital Facilities, Community Service/Facilities, Transportation, and Housing Impact Fees by 1.8% based on the Engineering News Record Construction Cost Index per Resolutions, 10,505, 10,633, 10,634, 10,635 and 10,184, respectively.

Enterprise Fund - Cost Center	Account No.	Description	Fee (in dollars)
V. CONSTRUCTION ENTERPRISE FUND			
A. DEVELOPMENT			
624.00.000.000	4143	2. Park Impact Fee **	
		a. Projects without Land Dedicated for Parks	
		(1) Single-Family	~~30,580~~ 31,130.44/dwelling unit
		(2) Multi-Family Units	~~22,018~~ 22,414.32/dwelling unit
		b. Projects that Dedicate Land for Parks	
		(1) Single-Family	~~9,174~~ 9,339.13/dwelling unit
		(2) Multi-Family Units	~~6,483~~ 6,599.69/dwelling unit
		** Established by Resolution No. 10,132 and amended by Resolution 10,505. The above fees are effective as of August 8, 2016. Resolution 10,505 also requires the fee to be adjusted annually by the Engineering News Record Construction Cost Index, San Francisco, California.	
620.00.000.000	4144	3. Capital Facilities *	
		a. Public Safety [1]	
		(1) Single-family residential	~~4,222~~ 4,298/unit
		(2) Townhome	4,~~222~~ 4,298/unit
		(3) Multi-family residential	~~2,533~~ 2,578.59/unit
		(4) Office/Commercial	~~.74~~ .75/square foot
		(5) Manufacturing/Research & Development	~~.31~~ .32/square foot
		(6) Warehousing/Distribution	~~.61~~ .62/square foot
621.00.000.000	4144	b. Community Service/Facilities [1]	
		(1) Single-family residential	~~2,827~~ 2,877.89/unit
		(2) Townhome	~~2,827~~ 2,877.89/unit
		(3) Multi-family residential	~~1,414~~ 1,439.45/unit
		(4) Office/Commercial	~~1.05~~ 1.07/square foot
		(6) Warehousing/Distribution	~~.44~~ .45/square foot
A. DEVELOPMENT, Continued			
622.00.000.000	4144	c. Transportation [1]	
		(1) Single-family residential	~~6,084~~ 6,193.51/unit
		(2) Townhome	~~3,163~~ 3,219.93/unit

Enterprise Fund - Cost Center	Account No.	Description	Fee (in dollars)
		(3) Multi-family residential	~~3,772~~ 3,839.90/unit
		(4) Office/Commercial	~~5.39~~ 5.49/square foot
		(5) Manufacturing/Research & Development	~~2.95~~ 3.00/square foot
		(6) Warehousing/Distribution	~~5.89~~ 6.00/square foot
		* Established by Resolution No. 8051 and amended by Resolutions No. 9253, 10,633[1], 10,634[1], and 10,635[1]	
623.00.000.000	4144	4. Housing	
		a. Residential Housing Impact Fee* (revised annually)	
		(1) First 1,000 sq. ft. floor area/unit**	~~24.51~~ 24.95/square foot
		(2) All sq. ft. over 1,000 sq. floor area/unit	~~9.82~~ 10.00/square foot
		* Established by Resolution No. 10,184. Floor area for a residential development equals the sum of the horizontal floor areas of a building measured from the exterior face of exterior walls or from the center line of a wall separating two buildings, excluding garages, carports, and common areas. ** No housing impact fee is charged for the first 200 sq. ft. of floor area for additions to existing dwellings.	
		b. Non-Residential Housing Impact Fee *** (revised annually)	
		(1) Commercial	~~4.40~~ 4.48/square foot
		(2) Industrial	~~.83~~ .84/square foot
		*** Established by Resolution No. 8802. Floor area for a commercial development equals the sum of the horizontal floor areas of the a building measured from the exterior face of exterior walls or from the center line of a wall separating two buildings. Where no walls exist, the floor area is the area covered by the roof excluding two feet on each side of the structure. Outside areas used for sales or display (such as nurseries, building materials, auto sales, etc.) may be considered part of floor area when the community development director determines that the use of the outside area significantly contributes to the employee density of the building.	

APPENDIX B

RESOLUTION NO. 8051

RESOLUTION NO. 8051

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ESTABLISHING CAPITAL FACILITIES FEES UNDER THE AUTHORITY OF NEWARK MUNICIPAL CODE CHAPTER 3.24, AND AMENDING SECTION V.A.4 OF THE MASTER FEE SCHEDULE 2000-2001

WHEREAS, the City Council of the City of Newark is authorized to prescribe and establish fees in regard to services or functions performed by the City for the public in a governmental and proprietary capacity; and

WHEREAS, Chapter 3.24 of the City of Newark Municipal Code authorizes the City Council to establish by resolution the amount of the Capital Facilities Fee to be imposed on new residential, industrial, and commercial development in the City; and

WHEREAS, on June 22, 2000, the City Council adopted Resolution 8011, establishing fees for services as set forth in the Master Fee Schedule 2000-2001; and

WHEREAS, on July 10, 2000, the Community Development Director held a public meeting on the proposed Capital Facilities Fee. Notice of the meeting was given to interested persons at least 14 days before the meeting and was published. At least 10 days before the meeting, the City made available to the public data indicating the amount of cost or estimated cost required to construct the facilities and the revenue sources anticipated to provide the construction cost, including general fund revenues; and

WHEREAS, on July 13, 2000, the City Council held a public hearing on this matter. Notice of the hearing was given to interested persons at least 14 days before the hearing and was published. At least 10 days before the hearing, the City made available to the public data indicating the amount of cost or estimated cost required to construct the facilities and the revenue sources anticipated to provide the construction cost, including general fund revenues. (Government Code §§66016, 66018).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newark which hereby finds, declares, and resolves that:

1. **Amendment of Master Fee Resolution.** Section V.A. 4 of the Master Fee Schedule 2000-2201 is hereby amended by repealing Section V. A. 4 ("Capital Facilities Impact Fee") and replacing it with a new Section V.A.4 entitled "Capital Facilities Fee," as set forth hereinbelow in Section 2.

2. **Fee for development.** A person who develops property shall pay a Capital Facilities Fee, unless the particular development or portion thereof is exempt under Municipal Code Section 3.24.070. The Capital Facilities Fee for residential, commercial, and industrial development is based on the capital facility needs generated by such development and is in proportion to those needs.

The Fee imposed under Municipal Code Section 3.24.050 for new development is indicated below. The Fee is based on the analysis set forth in the Capital Facilities Fee Technical Report, entitled "Newark Impact Fee Study," dated July 2000 ("Technical Report"), a copy of which is on file in the Community Development Department. The Fee shall be reviewed annually and modified as necessary by resolution based on the Technical Report and future additions and amendments to it, to provide the capital facilities necessary to implement the Capital Facilities Program and achieve the objectives of the City of Newark's General Plan.

V.A.4 CAPITAL FACILITIES FEE

Category of Land Use and Fee	Public Safety	Community Service/Facilities	Transportation	Total CFF
Single-family residential (per unit)	$1,515.00	$1,508.00	$876.00	$3,900.00
Multi-family residential (per unit)	$1,737.00	$1,373.00	$503.00	$3,613.00
Commercial (per sq. ft.)	$1.70	$0.22	$1.29	$3.20
Industrial (per sq. ft.)	$0.25	$0.16	$0.75	$1.16

If an ambiguity arises in determining the type of development for which a Fee applies, the City shall use the category which in its judgment most nearly fits the proposed use. In making the determination, the City shall rely on the analysis in the July 2000 Technical Report and the specific uses described in the Zoning Ordinance.

3. **AB 1600 Findings (Government Code §66001)**

a. The purpose of the Capital Facilities Fee is to provide adequate capital facilities improvements to serve new development within the City.

b. The Fee will be used to finance a variety of capital facility improvements as prescribed in Section 3.24.100 (B) of the Municipal Code and as identified in the Technical Report, including public safety and transportation facilities and community service and facilities.

c. The Fee will fund that portion of capital facility improvements attributable to new commercial, industrial, and residential development responsible for paying the Fee.

d. The amount of the Fee bears a fair and reasonable relationship to each development's burden on and benefit from the City's public services and capital facilities improvements to be funded by the Fee, and is based on the following considerations:

- New commercial, industrial, and residential development will pay only for those capital facilities which serve new commercial, industrial, and residential development and are necessary to serve the public service needs which will be created by such new development.

- The cost of improvements needed to alleviate existing deficiencies in capital facilities, if any, are not included in this Fee.

- Each type of development shall contribute to the needed improvements in proportion to the use of public services and capital facilities by that type of development. For residential development, the Fee per new dwelling unit is based upon the proportion of total new public facilities' costs attributable to new residential development divided by the number of new residential units expected to be developed in the City through projected buildout. For commercial and industrial development, the Fee per new square foot is based upon the proportion of total new public facilities' costs attributable to new commercial and industrial development divided by the total new commercial and industrial square footage expected to be developed in the City.

4. **Time of payment.**

a. **Residential.** For residential development of no more than one dwelling unit, the Fee shall be paid prior to the issuance of the Certificate of Occupancy, unless the City elects to exercise the exception authorized under Government Code Section 66007(b), in which case it may become payable at an earlier date to be determined by the City. In the case of a residential development which involves construction of more than one dwelling unit, the Fee shall be paid on a lump-sum basis for the total development when the first dwelling in the development receives its Certificate of Occupancy.

b. **Industrial and Commercial.** For industrial and commercial development, the Fee shall be paid prior to issuance of the building permit.

5. **Notice.**

At the time of approval of a project or at the time of the imposition of the Capital Facilities Fee, the City shall provide to the project applicant a statement of:

a. The amount of the Fee and the public improvement that the Fee will be used to finance. (Government Code § 66006(f)); and

b. Notification that the 90-day approval period in which the applicant may protest has begun. (Government Code § 66020(d)).

6. **Findings regarding funds not spent.**

The City shall make certain findings once each fiscal year with respect to any portion of the Fee remaining unexpended or uncommitted in its account five years or more after the deposit of the Fee. (Government Code §66001[d])

7. **Judicial action.**

Any judicial action or proceeding to attack, review, set aside, void, or annul this resolution shall be brought within 120 days. (Government Code §66022).

8. **Effective date.**

The Fee established by this resolution takes effect on September 26, 2000, which is at least 60 days from the date this resolution is adopted. (Government Code §66017)

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on July 27, 2000, by Council Member Nagy who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

AYES: Council Members Boggs, Freitas, Nagy, and Mayor Smith

NOES: None

ABSENT: Council Member Johnson

SECONDED: Council Member Boggs

APPROVED:

s/DAVID W. SMITH
Mayor

ATTEST:

s/FRANCES MILLER-ROGERS
City Clerk

APPROVED AS TO FORM:

s/GARY T. GALLIANO
City Attorney

APPENDIX C

PUBLIC SAFETY AND COMMUNITY SERVICE FACILITY DEVELOPMENT IMPACT FEE NEXUS STUDY 2017

EXHIBIT A
RESOLUTION NO. 10633

KEYSER MARSTON ASSOCIATES

PUBLIC SAFETY AND COMMUNITY SERVICE FACILITIES DEVELOPMENT IMPACT FEE NEXUS STUDY

Prepared for:
City of Newark

Prepared by:
Keyser Marston Associates, Inc.

March 2017

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I. INTRODUCTION, SUMMARY OF CURRENT PROGRAM, RESULTS, AND RECOMMENDATIONS

This Public Safety and Community Service Facility nexus analysis provides the City of Newark (the City) with the necessary technical documentation to support updating its current Public Safety Facility and Community Service Facility impact fees. This nexus analysis has been prepared by Keyser Marston Associates, Inc. (KMA).

A. Summary of Current Program and City Objectives for Impact Fees

The City currently levies both a public safety capital facilities fee and a community service capital facilities fee on residential and non-residential development. The fee revenues are used to fund a portion of the cost of new capital facilities to serve people who live and/or work in Newark. The portion of costs to be funded by fees on new development reflects the share of the future service population comprised of future residents/employees. The pro rata share of facility costs attributable to existing residents and employees will not be funded by fees levied on new development. The current impact fee amounts are as follows:

Exhibit 1: Current Impact Fees

Type of New Development	Public Safety Capital Facilities Fee	Community Service Capital Facility Fee
Single-family residential	$1,989 per unit	$1,942 per unit
Multi-family residential	$2,079 per unit	$1,596 per unit
Commercial	$1.73 per square foot	$0.36 per square foot
Industrial	$0.17 per square foot	$0.31 per square foot

The planned future public safety and community service capital facilities are identified in the City's General Plan and capital improvement plan and through interviews with executive staff, and are detailed in Tables 4 and 5 of this report. Key planned improvements include a new library, city administration building, and police center at the city's current civic center, a performing or cultural arts center, and a new senior center.

B. Report Background and Legal Context

The Mitigation Fee Act (AB 1600 et seq.) permits cities to adopt impact fees on new development to fund the associated, additional costs of providing capital facilities to meet the demands generated by new residents and employees.

This Report provides the necessary technical analysis to support a schedule of fees to be established by an Impact Fee Ordinance and Resolution. The Mitigation Fee Act allows the City to adopt by Resolution a fee schedule consistent with the supporting technical analysis and findings provided in this Report. The Resolution's approach to setting the fee allows periodic

adjustments of the fee amount as may be necessary over time, without amending the enabling Ordinance.

The technical analysis in this Report estimates the public safety and community service facility fee schedules that will fund new development's "fair share" contribution to funding future public safety and community service facility capital improvements. The key requirements of the Mitigation Fee Act that determine the structure, scope, and amount of the updated fees are as follows:

- **Collected for Capital Facility and Infrastructure Improvements.** Development impact fee revenue can be collected and used to cover the cost of capital facilities and infrastructure required to serve new development and growth in the City. However, impact fee revenue cannot be used to cover the operation and maintenance costs of these or any other facilities and infrastructure.

- **Cannot Fund Existing Needs.** Impact fee revenue cannot be collected or used to cover deficiencies in existing City capital equipment and facilities. The portion of capital costs required to meet the needs of the City's existing population must be funded through other sources. Capital facility investments that increase service standards for existing and new development must be split on a "fair share" basis according to the proportion attributable to each.

- **Must be Based on a Rational Nexus.** An impact fee must be based on a reasonable nexus, or connection, between new growth and development and the need for a new facility or improvement. As such, an impact fee must be supported by specific findings that explain or demonstrate this nexus. In addition, the impact fee amount must be structured such that the revenue generated does not exceed the cost of providing the facility or improvement for which the fee is imposed.

The City can choose to charge impact fees below the maximum, supportable fee schedule. Such downward adjustments in the fee schedule, if selected, are typically based on policy considerations related to considerations of development feasibility and fee levels in peer cities.

C. Facility Standards and Cost Allocation Approach

A facility standard is a policy that indicates the amount of facilities required to accommodate service demand. The City's General Plan identifies new public safety and community service facilities that will be needed to serve Newark residents and employees through the 2035 planning horizon of the General Plan. As noted in the General Plan, Newark's city hall was built in 1966 and many of its systems are now outdated and the space does not fully meet the needs of Newark today. To serve the existing and future population, the General Plan identifies the need for modernizing or replacing City Hall, building a new library, performing arts center, and

police facilities. Needed improvements to be partially funded by the fees on new development are listed in Tables 4 and 5.

Pursuant to the requirements of the Mitigation Fee Act, facility costs have been allocated to new development proportionate to new development's share of the City's service population upon buildout in 2035. This approach ensures that new development will bear only it's fair share of costs and will not be funding improvements to cure existing deficiencies.

D. Maximum and Recommended Fee Schedules

Exhibit 2 shows the fee schedules supported by this study and represents the maximum public safety and community service facility fees that the City could charge consistent with the Mitigation Fee Act. The calculation of the fees is presented in Section III of this report. We recommend that the City adopt fees equal to the maximum fee amounts because the total impact fee obligation does not exceed the total obligation in adjoining cities and the recommended fees are needed to mitigate the facility needs of new residents and employees. However, consideration could be given to allowing for the reduction, with City Council approval, of fees to support high-income job generation and sales tax generating uses.

The fee schedules include a 2 percent (2%) administration fee, consistent with other Mitigation Fee Act program administrative costs in many other California jurisdictions.

Exhibit 2: Maximum and Recommended Fee Schedules

Type of New Development	Maximum and Recommended Fee Amounts	
	Public Safety Facility Fee	**Community Service Facility Fee**
Residential	$2,311 per unit	$3,451 per unit
Commercial	$1.72 per square foot	$1.19 per square foot
Industrial	$0.36 per square foot	$0.50 per square foot

E. Fee Indexing

Since construction costs continue to rise, it is important that the cost be indexed to inflation. The fee should be adjusted annually by a construction cost index, such as the Engineering News Record.

II. MITIGATION FEE ACT NEXUS FINDINGS

This chapter describes the necessary "nexus" between new development in Newark and the proposed capital facilities investments, as required under the Mitigation Fee Act – Government Code Section 66000 (AB1600). The new public safety facility and community service facility development impact fees will fund new development's "fair share" of needed capital facilities as identified in the General Plan to provide an adequate level of service to Newark.

Nexus findings address: (1) the ***purpose*** of the fee and a related description of the facility for which fee revenue will be used, (2) the specific ***use*** of fee revenue, 3) the ***relationship*** between the facility and the type of development, (4) the relationship between the ***need*** for the facility and the type of development, and (5) the relationship between the amount of the fee and the ***proportionality*** of cost specifically attributable to new development. The subsections below describe the nexus findings for both the Public Safety Facility Impact Fee and the Community Service Facility Impact Fee.

A. Purpose

The fees will ensure that new development contributes its "fair share" towards funding the construction of new capital facilities that are identified in the City's General Plan.

B. Use of Fee Revenues

Public safety facility impact fee revenues will be used to fund a portion of the cost to construct the public safety capital facilities identified in Table 4. Similarly, the community service facility impact fee revenues will be used to fund a portion of the cost to construct the community service capital facilities identified in Table 5. These facilities will benefit the entire City of Newark.

C. Relationship

New residential development in the City of Newark will increase the demand for and use of public safety and community service facilities. Fee revenue will be used to help fund new development's pro rata share of the cost of new facilities that will be built to serve the entire City.

D. Need

The City's General Plan has identified new public safety and community service facilities that are needed to serve Newark through the year 2035. These new facilities are needed to serve both existing and new residents and employees. Each new residential and non-residential project will bring new residents and employees to the City and will generate incremental, new demand and use of the City's public safety and community service facilities. New revenues to

fund investments in new public safety and community service facilities are needed to fund needed capital facilities as identified in the City's General Plan.

Given that impact fees on new development will fund approximately 26% of the cost of new public safety capital facilities and 21% of new community service capital facilities, the City will need to secure funding from other sources to construct the capital facilities. It is anticipated that the balance of funds will come from the following sources:

- Local half cent sales tax;
- City General Fund surpluses;
- Regional, state and federal grants

E. Proportionality

The maximum, supportable public safety facilities and community service facility fee schedules have been derived by the following steps:

1. Establish the list of capital facilities to be funded, in part, by fees on new development. The source for this list is the City's General Plan and the City's Capital Improvement Plan.
2. Establish the current and future (year 2035) population and employment estimates for the City of Newark. Sources for these estimates are the State Department of Finance, the City's General Plan, demographic research companies, and City staff.
3. Establish estimates of the current and future number of housing units, square feet of commercial space, and square feet of industrial space in the City. Sources for these estimates are the State Department of Finance, City staff, and the trends in the employment density of new development.
4. Establish the population base to be served by each capital facility to be funded by impact fees. For example, a new administration building at city hall will serve all future residents and employees. A new senior center, however, will serve all future residents, but not employees.
5. Calculate the percentage of each future service population comprised of existing residents/employees and the percentage attributable to new residents/employees.
6. For each capital facility, multiply the cost of the facility by the percentage of demand attributable to the new service population.
7. Distribute the cost allocated to new development by land use (residential, commercial, and industrial) based on the land use composition of the applicable service population. The distribution of demand for fire facilities has been determined based on the distribution of fire/EMS protection service calls by land use.
8. Aggregate the public safety capital facility costs attributable to new development by land use.

9. Divide each land use's share of new development cost by the projected amount of new development (units, commercial square feet, or industrial square feet) to establish the public safety facility fee amount on new development.
10. Aggregate the community service capital facility costs attributable to new development by land use.
11. Divide each land use's share of new development cost by the projected amount of new development (units, commercial square feet, or industrial square feet) to establish the community service facility fee amount on new development.

With this methodology, the fee program cost estimates are directly proportional to the relative increase in new development.

III. DEMAND FOR NEW PUBLIC SAFETY FACILITIES AND SUPPORTED IMPACT FEE AMOUNTS

A. Public Safety Facility Needs to Serve Newark through 2035

City staff have identified the following list of needed public safety facility improvements based on the facility needs identified in the City's General Plan and the City's Capital Improvement Plan. These new facilities are anticipated to meet the City's needs through the year 2035. As shown in Exhibit 3, the total cost of capital facilities is estimated at $42 million, with a $23 million police center at the Civic Center accounting for 55% of the entire cost of new facilities.

Exhibit 3: New Public Safety Needs

Fire	Total Cost	Total, With 2% Admin.
Fire Admin Portion of City Administration Building	$2,557,400	$2,608,548
Community Alerting and Warning System	$75,000	$76,500
Fire Station No. 27 Energy Efficient Windows	$40,000	$40,800
Fire Station No. 27 Training Tower	$2,000,000	$2,040,000
Fire Station No. 29 Truck Exhaust System	$45,000	$45,900
Replace Fire Station No. 27	$5,300,000	$5,406,000
Replace and Expand Fire Station No. 29	$6,400,000	$6,528,000
Ladder Truck/Fire Engine to serve new population	$1,200,000	$1,224,000
Traffic Signal Preemption (Opticom)	$160,000	$163,200
Total Fire	$17,777,400	$18,132,948
Police		
Police Center at the Civic Center	$23,016,600	$23,476,932
Police Vehicles (5) to serve new population	$325,000	$331,500
Police Department Substation Facilities	$850,000	$867,000
Total Police	$24,191,600	$24,675,432
Total, Public Safety	**$41,969,000**	**$42,808,380**

B. Service Population

The proposed new facilities will serve all of Newark. Therefore, the applicable service population for public safety capital facilities is both residents and employees. As shown in Exhibit 4, the City's current population is 44,733. By 2035 the population is anticipated to reach 60,510, reflecting an increase of 15,777 people over roughly the next 19 years. Approximately 19,363 people work in Newark, with employment in commercial businesses totaling approximately 12,500 and employment in industrial businesses totaling approximately 6,860. Employment is expected to grow by 4,950 through 2035.

Exhibit 4: City of Newark Population and Employment

	2016	In progress	Additional - 2017 through 2035	2035
Population[1]	**44,733**	**2,933**	**12,844**	**60,510**
Employment[2]				
Office	1,197		850	2,047
Retail	7,762		900	8,662
50 % R&D	3,545		1,350	4,895
Total Commercial	12,504		3,100	15,604
Light Industrial	1,749		300	2,049
Heavy Industrial	1,565		200	1,765
50% R&D	3,545		1,350	4,895
Total Industrial	6,859		1,850	8,709
Total Employment	**19,363**		**4,950**	**24,313**

[1] State Department of Finance E-5 is source of estimate of current population. Estimate of population in 2035 is the Newark General Plan.

[2] ESRI is source of current employment estimates. 2035 employment estimates have been provided City staff.

In recognition that employees' demands for city services is generally limited to the time that they are at work, the impact of employees is weighted less than the impact of residents. Based on analysis underpinning the current impact fees, it is assumed that the public facility demand created by each employee is equal to 0.36 of the impact of each resident. The fractional demand per employee is calculated by multiplying the share of daily working hours relative to activity hours (.5) by the fraction of 5 working days out of 7 days per week (.71). The derived weighted average is .36.

The service population for Public Safety facilities is the sum of the resident population and.36% of the employment base. As shown in Exhibit 5, the current public safety service population is approximately 51,700 and the service population of residential units currently under construction, which will not be subject to the updated impact fee, is approximately 2,933. The service population associated with new growth through the year 2035 is estimated to total 14,626, which represents 21.1% of the total service population in the buildout year of 2035.

Exhibit 5: Public Service Population

Factor	Source	Number	Percent Allocation
Residents			
Existing	SDOF, E-5	44,733	73.9%
In progress	City staff + SDOF	2,933	4.8%
New Growth		**12,844**	**21.2%**
Buildout	General Plan	60,510	100.0%
Employment			
Existing	ESRI	19,363	79.6%
New Growth	City staff	4,950	20.4%
Buildout		24,313	100.0%
Public Service Population [1]			
Existing		51,704	74.6%
In Progress		2,933	4.2%
New Growth		**14,626**	**21.1%**
Buildout		69,263	100.0%

[1] Public service population is an allocation factor which differentiates between the impact of employees and residents. It equals resident population plus .36 of employment. Per a prior Newark General Plan, the .36 factor reflects an adjustment of one-half (8/16) to reflect the workday's share of awake hours and an adjustment of 5/7 to reflect the work-week's share of the number of days in a week.

The distribution of the additional 14,626 service population from 2017 through 2035 among the land uses is as follows:

Exhibit 6: Distribution of New Service Population by Land Use

	New Service Population from New Development	
Residential	12,844	87.8%
Commercial	1,116 (3,100 x 0.36)	7.6%
Industrial	666 (1,850 x 0.36)	4.6%
Total New Service Population	14,626	100%

C. Public Safety Facility Costs Attributable to New Service Population

The cost of new public safety facilities attributable to the demands of new development is generally estimated by applying the 21.1% factor to the facility cost schedule. However, because some of the facilities are needed solely to serve the new service population, the overall percentage of costs attributable to new development is 26.1%.[1] As shown below in Exhibit 7, it

[1] A new fire engine ($1.2 million), an expansion of Fire Station No. 29 to house the new engine, and five police cars ($325,000) are needed to serve exclusively the new service population. 100% of the cost of these facilities is allocated to new development. Please refer to Table 4 for a detailed allocation of costs.

is estimated that new residents/employees will create the demand for approximately $11.2 million of new public safety capital facilities through 2035. Demand attributable to existing residents and employees is estimated to total $31.7 million.

Exhibit 7: Public Safety Facility Costs Attributable to Demand from New Development

	Total Facility Cost with 2% Admin. Fee	Costs Allocable to New Development – 26.1%
Total Fire	$18.1 million	$5.7 million
Total Police	$24.7 million	$5.5 million
Total, Public Safety Facility Costs	**$42.8 million**	**$11.2 million**

D. Distribution of Public Safety Facility Demand by Land Use

Since impact fees are levied per unit or per square foot of new non-residential development and often vary by type of non-residential development, the service population needs to be broken down by land use. As provided in Exhibit 8, the distribution of the growth in the service population is as follows: 88% from new residents; 8% from new commercial employees; and 5% from new industrial employees. For purposes of this analysis, it has been assumed that the distribution of demand is proportionate to the distribution of the service population.

The source of demand for new fire protection facilities has been estimated based on the distribution of service calls submitted to the Newark Fire Department during calendar year 2015. The call records and the source of calls are detailed in Table 10. As summarized below, approximately 77% of calls originated from residential homes, 19% from commercial establishments, and 4% from industrial establishments.

Exhibit 8: Distribution of New Service Population for Public Safety Facilities by Land Use

	Total	Residential	Commercial	Industrial
Distribution for Police Facilities[1]				
Percentage	100%	**87.8%**	**7.6%**	**4.6%**
Distribution for Fire Facilities				
Percentage[2]	100%	**77%**	**19%**	**4%**

[1] *Exhibit 7*

[2] *Table 10*

The demand for new public safety facilities by land use is estimated by applying these demand percentages to the facility costs attributable to new development. As shown in Exhibit 9, the costs attributable to new residential development is estimated to total $9.2 million, the cost attributable to new commercial development is estimated to total $1.5 million, and the cost attributable to new industrial development is estimated to total $451,000.

Exhibit 9: Distribution of Public Safety Facility Costs by Land Use Demand

	Police Facilities	Fire Facilities	Total Public Safety Facilities
Facility Costs Attributable to New Development	**$5.5 million[1]**	**$5.7 million**	**$11.2 million**
Residential	$4.8 million (87.8%)	$4.4 million (77%)	$9.2 million (84%)
Commercial	$0.4 million (7.6%)	$1.1 million (19%)	$1.5 million (12%)
Industrial	$0.2 million (4.6%)	$0.2 million (4%)	$0.5 million (4%)

[1]Totals may not add due to rounding.

E. Supported Public Safety Facility Fee Levels

Since impact fees are levied per unit of new development, the growth of the service population must be translated into projected new residential units and new building square footage. Based on US Census data, an average household size of 3.23 has been assumed to convert population projections into projected residential units. City staff has provided estimates of existing commercial and industrial stock and the amount of new space anticipated to be built through 2035. See Exhibit 10 below.

Exhibit 10: Current and Anticipated population and commercial and industrial stock

	Growth in Service Population – 2017 through 2035	New Households; New Commercial and Industrial SF – 2017 through 2035
Residential Population	12,844	3,977
Commercial Service Population	1,116	880,000 sq. ft.
Industrial Service Population	666	1,250,000 sq. ft.

Supported fee amounts on new development to fund needed public safety facilities are determined by dividing the portion of costs attributable to the demand generated by new development by the magnitude of new development anticipated through 2035. As shown in Exhibit 11, impact fees of $2,311 per residential unit, $1.72 per square foot of new commercial development and $0.36 per square foot of new industrial development are warranted to fund the construction of public safety facilities in Newark to serve the needs generated by new development.

Exhibit 11: Supported Public Safety Facilities Impact Fees by Land Use

	Residential	Commercial	Industrial	Total
Costs Allocated to New Development	$9,187,925	$1,512,565	$451,442	$11,151,931
New Development (Units or SF)	3,977	880,000	1,250,000	
Impact Fee per Unit/SF	**$2,311**	**$1.72**	**$0.36**	

IV. DEMAND FOR NEW COMMUNITY SERVICE FACILITIES AND SUPPORTED IMPACT FEE AMOUNTS

A. Community Service Facility Needs to Serve Newark through 2035

City staff have identified the following list (Exhibit 12) of needed community service facility improvements based on the facility needs identified in the City's General Plan and the City's Capital Improvement Plan. These new facilities are anticipated to meet the City's needs through the year 2035. As shown, the total cost of capital facilities is estimated at $71.46 million. The largest planned expenditures include a $21.1 million new library at the civic center, a $17.3 million new city administration building at the civic center, a $9 million performing arts center, and a $7.5 million senior center.

Exhibit 12: Needed Community Service Facility Improvements

Community Service Facilities	Total Cost	Total, With 2.00% Admin.
City Administration Building at Civic Center	$17,262,450	$17,607,699
Equipment Shop Heavy Duty Vehicle Hoist	$60,000	$61,200
History Center (Phases 2,3,4)	$4,000,000	$4,080,000
Library at the Civic Center	$21,098,550	$21,520,521
Mowry Avenue Backup Walls	$900,000	$918,000
New Fuel Management System	$60,000	$61,200
New Senior Center	$7,500,000	$7,650,000
Newark Boulevard Backup Walls	$1,200,000	$1,224,000
Performing (or Cultural) Arts Center	$9,000,000	$9,180,000
Service Center Fuel Tank Canopy	$130,000	$132,600
Service Center Storage Facility	$400,000	$408,000
Service Center Waste Disposal Upgrades	$250,000	$255,000
Silliman Complex Restroom/Maintenance Facility	$700,000	$714,000
Thornton Avenue Streetscape	$2,200,000	$2,244,000
Electrical Vehicle Charging Stations	$200,000	$204,000
New Homeless Shelter	$1,500,000	$1,530,000
Service Center Expansion	$5,000,000	$5,100,000
Total Community Facilities	$71,461,000	$72,890,220

B. Public Service Population

The proposed new community facilities will serve all of Newark. Therefore, the applicable service population for most community service capital facilities is both residents and employees. As shown in Exhibit 13, the City's current population is 44,733. By 2035 the population is anticipated to reach 60,510, reflecting an increase of 15,777 people over roughly the next 19 years. Approximately 19,363 people work in Newark, with 12,500 employed in commercial

businesses and 6,860 employed in industrial businesses. An additional 4,950 employees are expected through 2035.

Exhibit 13: City of Newark Population and Employment

	2016	In progress	Additional – 2017 through 2035	2035
Population[1]	**44,733**	**2,933**	**12,844**	**60,510**
Employment[2]				
Office	1,197		850	2,047
Retail	7,762		900	8,662
50 % R&D	3,545		1,350	4,895
Total Commercial	12,504		3,100	15,604
Light Industrial	1,749		300	2,049
Heavy Industrial	1,565		200	1,765
50% R&D	3,545		1,350	4,895
Total Industrial	6,859		1,850	8,709
Total Employment	**19,363**		**4,950**	**24,313**

[1] State Department of Finance E-5 is source of estimate of current population. Estimate of population in 2035 is the Newark General Plan.

[2] ESRI is source of current employment estimates. 2035 employment estimates have been provided City staff.

In determining the population to be served by the new facilities, it is recognized that employees' demands for city services is generally limited to the time that they are at work. Therefore, employees are weighted less than residents. Based on that analysis that was undertaken to support the current impact fees, it is assumed that the public facility demand created by each employee is equal to 0.36 of the impact of each resident. The fractional demand per employee is calculated based on a fraction of 8 hours out of 16 activity hours per day (.5) times the fraction of 5 working days out of 7 days per week (.71). The derived weighted average is .36.

The public service population for all community service facilities except the senior center is the sum of the resident population and.36% of the employment base. As shown in Exhibit 13, the current service population is approximately 51,700 and the service population of residential units currently under construction, which will not be subject to the updated impact fee, is approximately 2,933. The service population associated with new growth through the year 2035 is estimated to total 14,626, which represents 21.1% of the total service population in the buildout year of 2035.

Given that employment does not contribute to the need for senior centers, the service population for the senior center is the residential population. As shown in Exhibit 14, it is estimated that the City's population will increase by 12,844 from 2017 through 2035 from new residential development, excluding new units currently under construction, which will be subject

to the existing fees. The additional 12,844 residents will account for 21.2% of Newark's population by 2035. Therefore, 21.2% of the cost of the senior center is estimated to be attributable to the impacts of new development.

Exhibit 14: Public Service Population

Factor	Source	Number	Percent Allocation
Residents			
Existing	SDOF, E-5	44,733	73.9%
In progress	City staff + SDOF	2,933	4.8%
New Growth		**12,844**	**21.2%**
Buildout	General Plan	60,510	100.0%
Employment			
Existing	ESRI	19,363	79.6%
New Growth	City staff	4,950	20.4%
Buildout		24,313	100.0%
Public Service Population [1]			
Existing		51,704	74.6%
In Progress		2,933	4.2%
New Growth		**14,626**	**21.1%**
Buildout		69,263	100.0%

[1] Public service population is an allocation factor which differentiates between the impact of employees and residents. It equals resident population plus .36 of employment. Per a prior Newark General Plan, the .36 factor reflects an adjustment of one-half (8/16) to reflect the workday's share of awake hours and an adjustment of 5/7 to reflect the work-week's share of the number of days in a week.

The distribution of the additional 14,626 service population from 2017 through 2035 among the land uses is presented in Exhibit 15:

Exhibit 15: Distribution of New Service Population by Land Use

	New Service Population from New Development	
All facilities, except senior center		
Residential	12,844	87.8%
Commercial	1,116 (3,100 x 0.36)	7.6%
Industrial	666 (1,850 x 0.36)	4.6%
Total New Service Population, All except Senior Center	**14,626**	**100.0%**
Senior Center	**12,844**	**100%**

C. Community Service Facility Costs Attributable to New Development

The cost of new community service facilities attributable to the demands of new development is estimated by applying the 21.1% factor to the facility cost schedule for all improvements, excluding the senior center, and applying a factor of 21.2% to the total cost of the senior center. As shown in Exhibit 16, it is estimated that new residents/employees will create the demand for approximately $15.4 million of new community service capital facilities through 2035, which accounts for approximately 21.1% of total project costs. Demand attributable to existing residents and employees is estimated to total $57.5 million.

Exhibit 16: Community Service Facility Costs Attributable to Demand from New Development

	Total Facility Cost with 2% Admin. Fee	Costs Allocable to New Development
Total Community Facilities, excluding senior center	$65.24 million	$13.78 million (21.1%)
Senior Center	$ 7.65 million	$1.62 million (21.2%)
Total, Community Service Facility Costs	**$72.89 million**	**$15.40 million (21.1%)**

D. Distribution of Community Service Facility Demand by Land Use

Since impact fees are levied per unit or per square foot of new non-residential development and often vary by type of non-residential development, the service population needs to be broken down by land use. As provided in Exhibit 17, the distribution of the growth in the service population for facilities excluding the senior center is as follows: 87.8% from new residents; 7.6% from new commercial employees; and 4.6% from new industrial employees. For the senior center, 100% of the cost is apportioned to residential development. For purposes of this analysis, it has been assumed that the distribution of demand is proportionate to the distribution of the service population.

Exhibit 17: Distribution of Demand for New Community Service Facilities by Land Use

	Total	Residential	Commercial	Industrial
Distribution for Community Facilities, Excluding the Senior Center[1]				
Percentage	100%	**87.8%**	**7.6%**	**4.6%**
Distribution for Senior Center				
Percentage	100%	**100%**	**0%**	**0%**

[1] *Exhibit 16*

The demand for new public safety facilities by land use is estimated by applying these demand percentages to the facility costs attributable to new development. As shown in Exhibit 18, the costs attributable to new residential development is estimated to total $13.72 million, the cost attributable to new commercial development is estimated to total $1.05 million, and the cost attributable to new industrial development is estimated to total $0.63 million.

Exhibit 18: Distribution of New Development's Share of Community Service Facility Costs by Land Use

	Senior Center	All other Community Service Facilities	Total Community Service Facilities
Facility Costs Attributable to New Development	**$1.62 million**	**$13.78 million**	**$15.40 million**
Residential Demand	$1.62 million (100%)	$12.10 million (87.8%)	$13.72 million (89%)
Commercial Demand	$0.00 million (0%)	$1.05 million (7.6%)	$1.05 million (7%)
Industrial Demand	$0.00 million (0%)	$0.63 million (4.6%)	$0.63 million (4%)

E. Supported Community Service Facility Fee Levels

Since impact fees are levied per unit of new development – per residential unit or per square foot of new commercial or office development, the average household size and the average employment density is needed to convert the demand of new residents/employees into the demand of new residential units and new building square footage. Based on US Census data, an average household size of 3.23 has been assumed. City staff has provided estimates of existing commercial and industrial stock and the amount of new space anticipated to be built through 2035, which are presented in Exhibit 19.

Exhibit 19: Existing commercial and industrial stock and anticipated amount of new space

	Growth in Service Population – 2017 through 2035	New Households; New Commercial and Industrial SF – 2017 through 2035
Residential Population	12,844	3,977
Commercial Service Population	1,116	880,000 sq. ft.
Industrial Service Population	666	1,250,000 sq. ft.

Supported fee amounts on new development to fund needed community service facilities are determined by dividing the portion of costs attributable to the demand generated by new development by the magnitude of new development anticipated through 2035. As shown in Exhibit 20, impact fees of $3,451 per residential unit, $1.19 per square foot of new commercial development and $0.50 per square foot of new industrial development are warranted to fund the construction of community service facilities in Newark to serve the needs generated by new development.

Exhibit 20: Supported Community Service Facilities Impact Fees by Land Use

	Residential	Commercial	Industrial	Total
Costs Allocated to New Development	$13,722,088	$1,051,188	$627,322	$15,400,598
New Development (Units or SF)	3,977	880,000	1,250,000	
Impact Fee per Unit/SF	**$3,451**	**$1.19**	**$0.50**	

V. USE OF FEE REVENUE

The City plans to use public safety facility fee revenues to construct the facilities identified in Exhibit 3. The City plans to use community service facility fee revenues to construct the facilities identified in Exhibit 12.

VI. IMPACT FEES IN NEIGHBORING CITIES, MAXIMUM SUPPORTED FEES, AND RECOMMENDED FEES

A. Public Safety and Community Service Facility Fees in Neighboring Jurisdictions

KMA surveyed the impact fees levied by the nearby cities of Union City, Fremont, and Milpitas. The impact fees levied in these cities are presented in Appendix Tables A-1, A-2 and A-3, and summarized in Exhibit 21.

As shown, the distribution of types of impact fees and the total fee amount varies considerably among the jurisdictions and by land use. Newark is the only jurisdiction with a dedicated public safety fee for police and fire department capital improvements. In comparison, Union City has a general capital facilities fee, which it levies only on residential development. Both Union City and Milpitas do not levy any material impact fees on non-residential development. Newark's total fee amount on new residential development is significantly less than the fees levied in Union City and Milpitas. Newark's residential fees are also less than the fees levied in Fremont, but the difference is not as large.

Newark's impact fees on commercial development are within the band of fees charged by Fremont but significantly more than the fees levied by Union City and Milpitas, both of which do not levy any significant charges on new commercial development. Newark's impact fees on industrial development are less than the fees levied by Fremont but more than the negligible fees levied in Union city and Milpitas.

Exhibit 21: Comparison Public Safety and Community Service Facility Impact Fees*

	Newark	Fremont	Union City	Milpitas
Public Safety Facility Fees				
Residential	$1,989 - $2,079	3BR = $371; 4BR = $457	$0	$0
Commercial	$1.73	$0.18 - $0.31	$0	$0
Industrial	$0.17	$0.10 - $0.24	$0	$0
Community Service Facility Fees				
Residential	$1,596 - $1,942	3BR = $2,569 4BR = $3,163	$8,624 - $12,231	$0
Commercial	$0.36	$0.55 - $0.92	$0	$0
Industrial	$0.31	$0.31 - $0.71	$0	$0
Total Fees				
Residential	$22,135 - $29,732	3 BR = $29,158 4 BR = $31,012	$38,138 - $42,075	$29,089 - $44,673
Commercial	$7.06	$6.22 - $7.57	< $1.00	$0
Industrial	$1.85	$2.03 - $4.53	< $1.00	$0

**excludes affordable housing fees levied on residential development and fees levied on building permit valuations or any basis other than per unit or per square foot.*

B. Maximum and Recommended Impact Fees

We recommend that the adopted fees be set at the amounts supported by this nexus study given that the proposed public safety and community service facility fee amounts and total fees in Newark (after adoption of the recommended fees) would not exceed the levies in neighboring communities.

Exhibit 22: Maximum and Recommended Fee Schedules

Type of New Development	Maximum and Recommended Fee Amounts	
	Public Safety Facility Fee	**Community Service Facility Fee**
Residential	$2,311 per unit	$3,451 per unit
Commercial	$1.72 per square foot	$1.19 per square foot
Industrial	$0.36 per square foot	$0.50 per square foot

VII. FEE PROGRAM IMPLEMENTATION AND ADMINISTRATION

The Mitigation Fee Act includes a series of reporting requirements designed to ensure that development impact fee revenues are properly accounted for, used appropriately, and that, where funds are ultimately not used, are reimbursed. In addition, jurisdictions adopting fee programs should determine their preferred approach to updating the fee schedule and whether they intend to allow for exemptions, credits, and reimbursements (under any additional circumstances). The following fee program implementation and administration parameters are our standard recommendations. The City's existing program may already include some or all of these recommendations.

A. Credits, Reimbursement, and Exemptions

Under certain and limited circumstances, as determined by the City, the Impact Fee Resolution could allow developers subject to the fee to obtain credits, reimbursements, or exemptions. In cases of redevelopment, the demolition of space should provide a fee credit. In other words, the gross fee obligation should be calculated based on the scale of the proposed new development, with a fee credit to be applied for existing square footage to be removed (or retained) using the applicable fee for the existing square footage (land uses). Existing developments that are being replaced due to a natural disaster are also exempt from the impact fees.

All other fee credits and/or reimbursements should not be allowed by right but rather should be subject to review by City staff and Council to ensure that such credits or reimbursements are warranted and appropriate.

B. Securing Supplemental Funding

The maximum, supportable development impact fee is set to cover the public safety and community service facilities investments needed to fund the demands generated by new development. As presented in this analysis, new development is estimated to generate only a portion of the demand for the planned facilities and therefore the fee levies are anticipated to provide only a fraction of the funds needed to construct the facilities. It is anticipated that the City of Newark will need to secure additional funding in order to complete the capital facilities.

C. Annual Review and Periodic Study Update

The Mitigation Fee Act/AB 1600 (at Gov. C. §§ 66001(c), 66006(b)(1)) stipulates that each local agency that requires payment of a fee make specific information available to the public annually within 180 days of the last day of the fiscal year. This information includes the following:

- A description of the type of fee in the account
- The amount of the fee
- The beginning and ending balance of the fund

- The amount of fees collected and interest earned
- Identification of the improvements constructed
- The total cost of the improvements constructed
- The fees expended to construct the improvement
- The percentage of total costs funded by the fee

Because of the dynamic nature of growth and capital equipment requirements, the City should monitor inventory activity, the need for improvements, and the adequacy of the fee revenues and other available funding. To the extent particular issues are identified, adjustments to the fee program may be required.

Table 1
City of Newark Population and Employment

	2016	In progress	Additional - 2017 through 2035	2035
Population[1]	**44,733**	**2,933**	**12,844**	**60,510**
Employment[2]				
Office	1,197		850	2,047
Retail	7,762		900	8,662
50 % R&D	3,545		1,350	4,895
Total Commercial	12,504		3,100	15,604
Light Industrial	1,749		300	2,049
Heavy Industrial	1,565		200	1,765
50% R&D	3,545		1,350	4,895
Total Industrial	6,859		1,850	8,709
Total Employment	**19,363**		**4,950**	**24,313**

[1] *State Department of Finance E-5 is source of estimate of current population. Estimate of population in 2035 is the Newark General Plan.*

[2] *ESRI is source of current employment estimates. 2035 employment estimates have been provided City staff.*

Table 2
Residential Units and Non-Residential Gross Building Area

	2016	In progress	Additional - 2017 through 2035	2035
Residential Housing Units[1]	13,470	908	3,977	18,734
Commercial SF[2]	est.			
Office	290,000		130,000	420,000
Retail	3,500,000		300,000	3,800,000
50% of R&D	1,290,000		450,000	1,740,000
Total Commercial	5,080,000		880,000	5,960,000
Industrial SF[2]				
Light Industrial	1,200,000		200,000	1,400,000
Heavy Industrial	5,100,000		600,000	5,700,000
50% R&D	1,290,000		450,000	1,740,000
Total Industrial	7,590,000		1,250,000	8,840,000
Total Commercial + Industrial SF	12,670,000		2,130,000	14,800,000

[1] *State Department of Finance E-5 is source of estimate of current housing units. Estimates of future units is based on General Plan estimates of population and SDOF average household size of 3.31.*

[2] *Estimates of non-residential gross building area have been provided by City staff and KMA based on standard employment density factors.*

Table 3
Population Fair Share Allocation: Existing/New Development and Public Service Population

Factor	Source	Number	Percent Allocation
Residents			
Existing	SDOF, E-5	44,733	73.9%
In progress	City staff + SDOF	2,933	4.8%
New Growth		**12,844**	**21.2%**
Buildout	General Plan	60,510	100.0%
Employment			
Existing	ESRI	19,363	79.6%
New Growth	City staff	4,950	20.4%
Buildout		24,313	100.0%
Public Service Population (1)			
Existing		51,704	74.6%
In Progress		2,933	4.2%
New Growth		**14,626**	**21.1%**
Buildout		69,263	100.0%

[1] *Public service population is an allocation factor which differentiates between the impact of emloyees and residents. It equals resident populaiton plus .36 of employment. Per a prior Newark General Plan, the .36 factor reflects an adjustmet of one-half (8/16) to reflect the workday's share of awake hours and an adjustemt of 5/7 to relfect he workweeks's share of a week.*

Table 4
New Public Facilities Needs and Portion of Needs Attributable to New Development
Impact Fee Study
Newark , CA

		2.00%	% of Need Generated by:			Allocation of Costs	
Fire	Total Cost	Total, With Admin.	Existing Development	New Development	Method of Allocation	Existing Development	New Development
Fire Admin Portion of City Administration Building	$ 2,557,400	$2,608,548	78.9%	21.1%	1	$2,057,701	$550,847
Community Alerting and Warning System	$ 75,000	$76,500	78.9%	21.1%	1	$60,346	$16,154
Fire Station No. 27 Energy Efficient Windows	$ 40,000	$40,800	78.9%	21.1%	1	$32,184	$8,616
Fire Station No. 27 Training Tower	$ 2,000,000	$2,040,000	78.9%	21.1%	1	$1,609,214	$430,786
Fire Station No. 29 Truck Exhaust System	$ 45,000	$45,900	78.9%	21.1%	1	$36,207	$9,693
Replace Fire Station No. 27	$ 5,300,000	$5,406,000	78.9%	21.1%	1	$4,264,416	$1,141,584
Replace and Expand Fire Station No. 29[2]	$ 6,400,000	$6,528,000	65.3%	34.7%	1	$4,264,416	$2,263,584
LadderTruck/Fire Engine to serve new population	$ 1,200,000	$1,224,000	0.0%	100.0%	1	$0	$1,224,000
Traffic Signal Preemtion (Opticom)	$ 160,000	$163,200	78.9%	21.1%	1	$128,737	$34,463
Total Fire	$ 17,777,400	$ 18,132,948	68.7%	31.3%		$ 12,453,221	$ 5,679,727
Police							
Police Center at the Civic Center	$ 23,016,600	$23,476,932	78.9%	21.1%	1	$18,519,312	$4,957,620
Police Vehicles (5) to serve new population	$ 325,000	$331,500	0.0%	100.0%	1	$0	$331,500
Police Department Substation Facilities	$ 850,000	$867,000	78.9%	21.1%	1	$683,916	$183,084
Total Police	$ 24,191,600	$ 24,675,432	77.8%	22.2%		$ 19,203,228	$ 5,472,204
Total, Public Safety	$ 41,969,000	$ 42,808,380	73.9%	26.1%		$ 31,656,449	$ 11,151,931

[1] *Allocated based on service population.*

[2] *The cost to replace the station is $5.3 million. The cost of the expansion is $1.1 million.The replacement cost is distributed to existing and new development proportionate to their shore of service population. 100% of the expansion cost is allocated to new development.*

Table 5
New Community Service Facilities Needs and Portion of Needs Attributable to New Development
Impact Fee Study
Newark , CA

	Total Cost	2.00% Total, With Admin.	% of Need Generated by: Existing Development	New Development	Method of Allocation	Allocation of Costs Existing Development	New Development
Community Service Facilities							
City Administration Building at Civic Center	$ 17,262,450	$17,607,699	78.9%	21.1%	1	$13,889,484	$3,718,215
Equipment Shop Heavy Duty Vehicle Hoist	$ 60,000	$61,200	78.9%	21.1%	1	$48,276	$12,924
History Center (Phases 2,3,4)	$ 4,000,000	$4,080,000	78.9%	21.1%	1	$3,218,427	$861,573
Library at the Civic Center	$ 21,098,550	$21,520,521	78.9%	21.1%	1	$16,976,036	$4,544,485
Mowry Avenue Backup Walls	$ 900,000	$918,000	78.9%	21.1%	1	$724,146	$193,854
New Fuel Management System	$ 60,000	$61,200	78.9%	21.1%	1	$48,276	$12,924
New Senior Center	$ 7,500,000	$7,650,000	78.8%	21.2%	2	$6,026,169	$1,623,831
Newark Boulevard Backup Walls	$ 1,200,000	$1,224,000	78.9%	21.1%	1	$965,528	$258,472
Performing (or Cultural) Arts Center	$ 9,000,000	$9,180,000	78.9%	21.1%	1	$7,241,461	$1,938,539
Service Center Fuel Tank Canopy	$ 130,000	$132,600	78.9%	21.1%	1	$104,599	$28,001
Service Center Storage Facility	$ 400,000	$408,000	78.9%	21.1%	1	$321,843	$86,157
Service Center Waste Disposal Upgrades	$ 250,000	$255,000	78.9%	21.1%	1	$201,152	$53,848
Silliman Complex Restroom/Maintenance Facility	$ 700,000	$714,000	78.9%	21.1%	1	$563,225	$150,775
Thornton Avenue Streetscape	$ 2,200,000	$2,244,000	78.9%	21.1%	1	$1,770,135	$473,865
Electrical Vehicle Charging Stations	$ 200,000	$204,000	78.9%	21.1%	1	$160,921	$43,079
New Homeless Shelter	$ 1,500,000	$1,530,000	78.9%	21.1%	1	$1,206,910	$323,090
Service Center Expansion	$ 5,000,000	$5,100,000	78.9%	21.1%	1	$4,023,034	$1,076,966
Total Community Facilities	$ 71,461,000	$ 72,890,220	78.9%	21.1%		$ 57,489,622	$ 15,400,598

[1] *Allocated based on service population.*
[2] *Allocated based on residential population.*

Table 6
Allocation of New Development's Share of Public Safety Facilities' Costs by Land Use
Impact Fee Study
Newark, CA

	Total Facilities Needs Attributable to New Development	Allocation Method[1]	Residential	Commercial	Industrial
Fire					
Fire Admin Portion of City Administration Building	$550,847	3	$425,029	$106,201	$19,617
Community Alerting and Warning System	$16,154	3	$12,465	$3,115	$575
Fire Station No. 27 Energy Efficient Windows	$8,616	3	$6,648	$1,661	$307
Fire Station No. 27 Training Tower	$430,786	3	$332,392	$83,054	$15,341
Fire Station No. 29 Truck Exhaust System	$9,693	3	$7,479	$1,869	$345
Replace Fire Station No. 27	$1,141,584	3	$880,838	$220,093	$40,654
Replace and Expand Fire Station No. 29	$2,263,584	3	$1,746,564	$436,409	$80,611
LadderTruck/Fire Engine	$1,224,000	3	$944,429	$235,982	$43,589
Traffic Signal Preemtion (Opticom)	$34,463	3	$26,591	$6,644	$1,227
Total Fire	$5,679,727		$4,382,434	$1,095,027	$202,266
Police					
Police Center at the Civic Center	$4,957,620	1	$4,353,602	$378,274	$225,744
Police Vehicles (5)	$331,500	1	$291,111	$25,294	$15,095
Police Department Substation Facilities	$183,084	1	$160,778	$13,970	$8,337
Total Police	$ 5,472,204		$4,805,491	$417,537	$249,176
Total, Public Safety	**$11,151,931**		**$9,187,925**	**$1,512,565**	**$451,442**

[1] *Allocation Method*

	Table Ref.	*Residential*	*Commercial*	*Industrial*
#1- Service Population		*87.8%*	*7.6%*	*4.6%*
#2 - Residential Population		*100.0%*	*0.0%*	*0.0%*
#3- Distribution of city-wide calls for fire/EMS services (Appendix A)		*77.16%*	*19.28%*	*3.56%*

Table 7
Allocation of New Development's Share of Community Service Facilities' Costs by Land Use
Impact Fee Study
Newark, CA

	Total Facilities Needs Attributable to New Development	Allocation Method[1]	Residential	Commercial	Industrial
Community Service Facilities					
City Administration Building at Civic Center	$3,718,215	1	$3,265,202	$283,705	$169,308
Equipment Shop Heavy Duty Vehicle Hoist	$12,924	1	$11,349	$986	$588
History Center (Phases 2,3,4)	$861,573	1	$756,602	$65,739	$39,232
Library at the Civic Center	$4,544,485	1	$3,990,802	$346,751	$206,932
Mowry Avenue Backup Walls	$193,854	1	$170,235	$14,791	$8,827
New Fuel Management System	$12,924	1	$11,349	$986	$588
New Senior Center	$1,623,831	2	$1,623,831	$0	$0
Newark Boulevard Backup Walls	$258,472	1	$226,981	$19,722	$11,769
Performing (or Cultural) Arts Center	$1,938,539	1	$1,702,355	$147,913	$88,271
Service Center Fuel Tank Canopy	$28,001	1	$24,590	$2,137	$1,275
Service Center Storage Facility	$86,157	1	$75,660	$6,574	$3,923
Service Center Waste Disposal Upgrades	$53,848	1	$47,288	$4,109	$2,452
Silliman Complex Restroom/Maintenance Facility	$150,775	1	$132,405	$11,504	$6,866
Thornton Avenue Streetscape	$473,865	1	$416,131	$36,157	$21,577
Electrical Vehicle Charging Stations	$43,079	1	$37,830	$3,287	$1,962
New Homeless Shelter	$323,090	1	$283,726	$24,652	$14,712
Service Center Expansion	$1,076,966	1	$945,753	$82,174	$49,039
Total Community Facilities	$15,400,598		$13,722,088	$1,051,188	$627,322
			89.1%	6.8%	4.1%

[1] *Allocation Method*

	Table Ref.	*Residential*	*Commercial*	*Industrial*
#1- Service Population		*87.8%*	*7.6%*	*4.6%*
#2 - Residential Population		*100.0%*	*0.0%*	*0.0%*
Total Community Facilities	*$15,400,598*		*$13,722,088*	*$1,051,188*	*$627,322*
senior	*$1,623,831*		*$1,623,831*	*$0*	*$0*
non-senior	*$13,776,767*		*$12,098,257*	*$1,051,188*	*$627,322*
% all			*89.1%*	*6.8%*	*4.1%*
% senior			*100%*	*0%*	*0%*
% non senior			*87.8%*	*7.6%*	*4.6%*

Table 8
Public Safety Facilities Impact Fees by Land Use

	Residential	Commercial	Industrial	Total
Costs Allocated to New Development	$9,187,925	$1,512,565	$451,442	$11,151,931
New Development (Units or SF)	3,977	880,000	1,250,000	
Impact Fee per Unit/SF	$2,311	$1.72	$0.36	
Current fee	$2,000	$1.73	$0.17	

Table 9
Community Service Facility Impact Fees by Land Use

	Residential	Commercial	Industrial	Total
Costs Allocated to New Development	$13,722,088	$1,051,188	$627,322	$15,400,598
New Development (Units or SF)	3,977	880,000	1,250,000	
Impact Fee per Unit/SF	$3,451	$1.19	$0.50	
current fee	$1,900	$0.36	$0.31	

Table 10
Distribution of Fire Protection Service Calls by Land Use
Newark, CA

Source: City of Newark

Count of Incident #	Incident Type							
Occupancy Descr	Cancelled	False Alarm	HazMat	Other Fires	Rescue, EMS	Services Call	Structure Fire	Grand Total
All Other Residential					3			3
Apartments		73	4	2	109	20	5	213
Health Care and Penal Institutions		3			77	5	1	86
Hotels and Motels		8	1		50	2	1	62
Industry, Utility, Defense, Laboratories, Manufacturing		24			11	6	4	45
Other							1	1
Other Structures (vacant buildings, building under construction, outbuildings, bridges,ect)	8	7	36	31	357	119	3	561
Others	1	2			27	2		32
Private Dewellings (1 or 2 family), including mobile homes		55	20	15	497	157	13	757
Public Assembly (Church, restaurant, clubs, ect)	1	17	2	6	102	12		140
Schools and Colleges	1	32	2		9	6	1	51
Storage in Structures (barns, vehicle storage garages, general storage, ect)		19	3	2	8	8	2	42
Stores and Offices	6	25	7	1	211	26		276
(blank)	130							130
Residential, Other	9	2			882	19		912
Boarding/Rooming House, Residential Hotels					8	1		9
Grand Total	156	267	75	57	2351	383	31	3320
								3320

Not included in land use distribution	721	22.8%
Other Residential	12	0.4%
Single Family	757	23.9%
Multifamily	1116	35.3%
Commercial	471	14.9%
Industrial	87	2.7%
Total	3164	77.2%
Total included in land use distribution	2443	

Breakdown of Fire Protection service Population by Land Use

Residential	***1885***	***77.16%***
Commercial	***471***	***19.28%***
Industrial	***87***	***3.56%***
Total included in analysis	***2443***	***100.0%***

APPENDIX TABLE A-1
COMPARISON OF RESIDENTIAL IMPACT FEES, EXCLUDING AFFORDABLE HOUSING FEES
NEWARK AND NEIGHBORING JURISDICTIONS
CITY OF NEWARK

Impact Fees / du [1]	Newark	Dublin	Fremont	Hayward	Milpitas	Pleasanton	San Leandro	Union City
Arts Requirement	$270	See Below	None	None	None	None	None	See Below
Fire Impact Fee	None	SF: $870, MF: $544	0BR: $143 1BR: $214 2BR: $300 3BR: $371 4BR: $457 +BR: +$86/BR	None	None	None	None	See Below
Park Facilities / Parkland Dedication Fee [2]	MF: $18,000 SF: $25,000	SF/MF: $18,646	0BR: $9,220 1BR: $13,830 2BR: $19,362 3BR: $23,971 4BR: $29,502 +BR: +5,531/BR	SFD: $11,953 SFA: $11,395 MF: $9,653	*Varies by pop. density* SFD: $44,673 SFA: $35,438 MF (2-4 du): $36,131 MF (5+du): $29,089	SF: $9,709, MF: $7,969	SF: $16,079; MF: $14,054	Subdivision: *Varies by pop. density* $28,193 (avg.) Non-Subdivision: $2,466 plus $280 (0-1BR), $455 (2BR), $630 (3+BR)
Public Facility Impact Fee [3]	*Public Safety* MF: $2,079, SF: $1,989 *Comm. Service* MF: $1,596 SF: $1,942 *Transportation* MF: $460, SF: $801 *Total* MF: $4,135, SF: $4,732	SF/MF: $5,798	0BR: $988 1BR: $1,483 2BR: $2,076 3BR: $2,569 4BR: $3,163 +BR: +$593/BR	None	None	SFD: $4,730 SFA: $3,532 MF: $2,885	None	SF: $12,231, MF: $8,624
Traffic Impact Fee	Included in Public Facility Fee	None	0/1BR: $2,012 2/3BR: $2,247 4+BR: $3,421	None	None	SF: $4,707 MF: $3,294	$1,337-$2,015; senior: $667-$897 [5]	
Tri-Valley Transportation Development Fee [4]	None	SF: $3,060 MF: $2,108	None	None	None	SF: $3,060 MF: $2,108	None	None
Total Fees / du	SF: $29,732 MF: $22,135	SF: $28,374 MF: $27,096	0BR: $12,363 1BR: $17,539 2BR: $23,985 3BR: $29,158 4BR: $31,012 +BR: $6,210/BR	SFD: $11,953 SFA: $11,395 MF: $9,653	Varies by pop. density SFD: $44,673 SFA: $35,438 MF (2-4 du): $36,131 MF (5+ du): $29,089	SFD: $22,206 SFA: $20,056 MF: $16,256	Non-Senior SF: $17,416-$18,094 MF: $15,391-$16,069 Senior: SF: $16,746-$16,976 MF: $14,721-$14,951	Subdivision SF: $42,075 MF: $38,138 Non-Subdivision *SF* 0-1BR: $16,628 2BR: $16,803 3BR: $16,978 *MF* 0-1BR: $12,691 2BR: $12,866 3BR: $13,041
Fees as % of BPV								
Arts Requirement	See Above	> 20 du: 0.5% BPV	None	None	None	None	None	1% BPV
General Plan Cost Recovery	.5% BPV	None	None	None	None	None	None	None
Total % of BPV	.5% BPV	0.5% BPV	None	None	None	None	None	1% BPV
Fees PSF Building (Partial)								
Fire Equipment Acquisition	None	See Above	See Above	None	None	None	None	$1.40 PSF occupiable space above 2nd story
Fees as % of Building and Plan								
General Plan Cost Recovery	See Above	None	15% of Building and Plan Check Permits	12% of Building and Plan Check Permits	None	None	None	None

Notes: This chart presents an overview and terms may be simplified. Consult code and City staff for more information.

Abbreviations: SF = Single Family; MF = Multi-Family; SFA = SF Attached; BPV = Building Permit Value; PSF = Per Square Foot; BR = bedroom; SFD = SF Detached; du = Dwelling unit

[1] Excludes on-site inclusionary requirements.
[2] For Milpitas and Union City, fee is estimated based on population densities derived from Census and DOF data. In Milpitas, developer may submit alternative population estimate. 40% of Milpitas fee may be met through the provision of private open space.
[3] Generally supports such facilities as libraries, parks and other community buildings. Newark fee includes transportation facilities.
[4] Regional fee collected on behalf of the Tri-Valley Transportation Development District.
[5] Fees vary by zone.

Prepared by Keyser Marston Associates, Inc.
Filename: C:\Users\kfeeney\Desktop\Newark A-4 A-5\4\18\2016;hgr

APPENDIX TABLE A-2
COMPARISON OF INCLUSIONARY HOUSING PROGRAMS
NEWARK AND NEIGHBORING JURISDICTIONS
CITY OF NEWARK

	Newark	Fremont	Milpitas	Union City
Minimum Project Size1				
For In-lieu/Impact Fee[1]	**FS/R:** 1 unit	**FS/R:** 2 units	**FS/R:** 5 units	n/a
For Build Requirement	no build req.	no build req.	no build req.	**FS:** 1 unit
Onsite Requirement				
Percent of Total Units[2]	n/a	Attached 3.5% plus $18.50/sf Detached 4.5% plus $17.50/sf	5.0%	15%
Income Level (% AMI)	n/a	80-110% AMI (120% w/approval)	Up to 80% AMI	10% @ 50-80% AMI; 30% @ 80-100% AMI; 60% @ 100-120% AMI
Impact / In-Lieu Fee Levels				
Fee Level	$20/sf first 1,000 SF/unit; $8/SF above 1,000 SF/unit	**FS:** *Attached* $18.50 w/ aff units; $27.00 no units *Detached* $17.50 w/ aff units; $26.00 no units **R:** $17.50 no map; $27.00 w/ map[4]	5% building permit value[5]	<7 units: $160,000 /du owed; 7+ units: $180 /sf owed
Alternatives to Onsite Provision[3]				
Fee Option - for projects over min. size	n/a	yes (Developer)	yes (Developer)	yes (City)

Note: This chart presents an overview and terms have been simplified. Consult code and City staff for more information.

Abbreviations:

R = Rental
du = Dwelling Unit
sq ft = Square Feet
AMI =Area Median Income

1. In Union City , single-unit, owner-occupied projects exempt.
2. In Dublin, 40% of the on-site requirement is covered through an impact fee.
3. All cities that do not allow fee payment by right allow developers to seek Council approval of fee payment instead of on-site units. Also, all cities with on-site
4. Rental projects with a subdivision map allowing conversion to condominiums
5. In-lieu/impact fee introduced as temporary measure while City prepares formal nexus study. Fee has not yet been assessed. Average residential building permit value is reported to be $____.

Appendix Table A-3
Comparison of Non-residential Impact Fees*

Impact Fees	Newark	Fremont[1]	Milpitas	Union City[2]
Public Facilities Impact Fee	Commercial $0.36 Industrial $0.31	Capital Facilities Impact Fee: Office $0.92 Retail / Service $0.55 Warehouse $0.39 Light Industrial $0.31 Manufacturing $0.56 Research & Development $0.71 Hotel / Motel (per room) $174.00	None	None
Fire Impact Fee	(Public Safety) Commercial $1.73 Industrial $0.17	Office $0.31 Retail / Service $0.18 Warehouse $0.13 Light Industrial $0.10 Manufacturing $0.19 Research & Development $0.24 Hotel / Motel (per room) $59.00	None	See below.
Park Facilities / Parkland Dedication Fee	None	None	None	None
Traffic Impact Fee	Commercial $1.38 Industrial $0.68	Office $5.00 Retail / Service $6.84 Warehouse $1.51 Light Industrial $3.62 Research & Development $3.59 Manufacturing $2.52 Hotel / Motel (per room) $2,046.00 Business Park $4.23	No City-wide fees	Traffic Signalization Fee: Office / retail (assuming FAR of .4) $0.30 Research & Development / Industrial (assuming FAR of .5) $0.12
Affordable Housing	Commercial $3.59 Industrial $0.69	None	None	None
Total Fee	Commercial $7.06 Industrial $1.85	Office $6.22 Retail / Service $7.57 Warehouse $2.03 Light Industrial $4.03 Research & Development $4.53 Manufacturing $3.26 Hotel / Motel (per room) $2,279.00 Business Park (Office) $5.45 Business Park (Manufacturing) $4.97	No City wide fees	

Appendix Table A-3
Comparison of Non-residential Impact Fees*

Impact Fees	Newark	Fremont[1]	Milpitas	Union City[2]	
Fees as % of Permit Value					
Arts Requirement	None	No citywide fee.	None	Private-Permit valuation over $50 million: Private- Permit valuation over $250,000: Public-Permit valuation over $250,000:	Negotiated between Developer and City Must construct Public Art or pay in-lieu fee equivalent to 1% of permit valuation N/A-must construct Public Art with a value equivalent to 1% of permit valuation
General Plan Cost Recovery	None	15% of building permit fee.	None	0.1% of permit valuation.	
Other Fees					
Fire Equipment Acquisition	See above.	See above.	None	Office / Professional / Hotel Buildings Industrial Buildings	$1.40 / sq. ft. of space above the second story $.06 / sq. ft. of roof area

Sources and notes:

* Unless otherwise specified, prices are calculated per square foot of building area. The table excludes the impact fees that are related to utilities such as sewer / water connection fees and school / specific districts.

1. City of Fremont, Fee Schedule, Effective: September 1, 2016

2. City of Union City, Master Fee Schedule, Fiscal Year 2016-2017. In terms of Traffic Signalization Fees, it sets $5,241/ acre for commercial zoning and $2,620/ acre for industrial zoning.

APPENDIX D

RESOLUTION NO. 10,633

RESOLUTION NO. 10,633

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ESTABLISHING AN IMPLEMENTING RESOLUTION FOR THE PUBLIC SAFETY FACILITIES IMPACT FEE, UNDER GOVERNMENT CODE SECTION 66001, IN ACCORDANCE WITH MUNICIPAL CODE SECTION 3.24.040 AND AMENDING THE MASTER FEE SCHEDULE TO REFLECT THESE CHANGES

WHEREAS, the City Council of the City of Newark, a general law city ("City"), is authorized to prescribe and establish fees in regard to services or functions performed by the City for the public in a governmental and proprietary capacity; and

WHEREAS, California Government Code Section 66000 et seq. allows local governments to impose impact fees on new development in order to recover the cost of improvements that are needed to serve that new development; and

WHEREAS, Chapter 3.24 ("Development Impact Fees") of the Newark Municipal Code authorizes the City Council to adopt implementing resolutions establishing development impact fees in order to mitigate the impacts that projects have upon the City's ability to provide public facilities;

WHEREAS, the existing fee needs to be brought into conformity with current conditions in the City; and

WHEREAS, the City desires to have an updated Public Safety Facilities Impact Fee that will ensure that all new development pays the cost to provide public safety facilities needed to support new development; and

WHEREAS, the City has retained Keyser Marston Associates to prepare the Public Safety and Community Service Facilities Development Impact Fee Nexus Study, dated March 2017, which establishes a reasonable relationship between the public safety fee and the purpose of the fee, which study is incorporated herein and attached as Exhibit A; and

WHEREAS, the City has duly noticed, advertised, scheduled, and held a Public Hearing on May 25, 2017; and

WHEREAS, on May 25, 2017 the City Council reviewed material presented in the staff report including the Public Safety and Community Service Facilities Development Impact Fee Nexus Study, concerning the purpose of the fee and the relationship between the fee and its purpose; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newark which hereby finds, declares, and resolves that:

1) The City hereby receives and approves the Public Safety and Community Service Facilities Development Impact Fee Nexus Study ("Fee Study"), which is attached as Exhibit A to this Resolution.

2) In adopting this Resolution, the City Council is exercising its powers under Chapter 3.24 of the Newark Municipal Code, as well as pursuant to Article XI, Sections 5 and 7 of the California Constitution, Chapter 5 of Division 1 of the Government Code ("Mitigation Fee Act"), commencing with Section 66000, collectively and separately.

3) After considering the Fee Study, this Resolution, and the testimony received at a public hearing, the City Council hereby makes the following findings:

   a) In accordance with Section 66001, subdivision a, paragraph 1 of the Mitigation Fee Act, the purpose of the fees set forth in this Resolution, as specified in Exhibit A, is to provide for an expansion in public safety capital facilities in the City as new growth occurs;

   b) In accordance with Section 66001, subdivision a, paragraph 2 of the Mitigation Fee Act, the fees collected pursuant to this Resolution, as specified in Exhibit A, shall be used to acquire land and to construct improvements, such as Police and Fire stations and buildings and other public safety facilities for the City, and shall be used to fund any administrative cost associated with the public safety impact fee program;

   c) In accordance with Section 66001, subdivision a, paragraph 3 of the Mitigation Fee Act, there is a reasonable relationship between the fees use (to pay for the acquisition and construction of public safety facilities) and the type of development for which the fees are imposed in that the fees will be applied to development in the City, which will generate demands for public safety facilities;

   d) In accordance with Section 66001, subdivision a, paragraph 4 of the Mitigation Fee Act, the Fee Study demonstrates that there is a reasonable relationship between the amount of the Public Safety Facilities Impact Fee and the cost of public safety facilities attributable to the development upon which the fee is proposed. Since the need for public safety facilities is inherently population-driven, associated public safety facility costs are assessed based on average household population and employment; and

   e) In accordance with Section 66001, subdivision b of the Mitigation Fee Act, there is a reasonable relationship between the amount of the fees and cost of providing the public safety facilities attributable to the development in the City upon which the fees are imposed in that the fees have been calculated by apportioning the cost of public safety facilities acquisition and construction to the number of residents and employees attracted by each type of development.

4) The City finds pursuant to the California Environmental Quality Act ("CEQA") this action is not a "project" because the Resolution provides a mechanism for funding of public safety facilities but does not involve a commitment to any specific project for such purposes that may result in a potential significant impact on the Environment (CEQA guidelines Section 15378, Pub. Res. Code Section 21080(b)(8)(D)).

5) The cost estimates set forth in the Fee Study are reasonable estimates for acquiring and constructing public safety facilities and the fees expected to be generated by future development will not exceed the future projected cost of acquiring and constructing public safety facilities.

6) The method of allocation of the fees to particular development bears a fair relationship and is roughly proportional to each development's burden on and benefits from the public safety facilities to be funded by the fees, in that the fees are calculated based on the number of residents each particular development will attract.

7) The Fee Study is a detailed analysis of how public safety services will be affected by development in the City and the public safety facilities necessary to accommodate that development.

8) The fees are consistent with the General Plan and, pursuant to Government Code Section 65913.2, the City Council has considered the effects of the fees with respect to the City's housing needs as established in the housing element of the General Plan.

9) The fee amounts set forth in this Resolution include the fair and reasonable costs of administration of the fee programs and are within the requirements of the Mitigation Fee Act and other applicable law.

10) The fees are subject to adjustment, which approximate the fluctuation in market costs, and shall be adjusted annually in accordance with the Engineering News Record Construction Cost Index, San Francisco, California.

11) The City does hereby approve the following public safety impact fees on new residential and commercial development for public safety facilities as follows:

Residential Development

Type of Unit	Fee per Unit
Single Family Unit	$3,451
Townhome Unit	$3,451
Multiple Family Units	$2,071

Commercial Development

Type of Use	Fee per Square Foot
Office/Commercial	$.60
Manufacturing/Research and Development	$.25
Warehousing/Distribution	$.50

(These fees shall be adjusted annually in accordance with the Engineering News Record Construction Cost Index, San Francisco, California.)

12) The city council may elect to waive the payment of the impact fee if a residential or nonresidential development project provides community benefits in excess of those required by the impacts of the project, and if the city council finds that the expected benefits to the community exceed those that would be provided by the payment of the Public Safety Facility Impact *Fee.* Such community benefits may include the provision of senior housing, the generation of significant taxes, or the elimination of nuisances.

13) The Public Safety Facilities Impact Fees shall not apply to approved projects that are covered by a Development Agreement or Vesting Tentative Map unless the provisions of the document allow the application of such fees.

14) Developers shall be given a credit against this fee for the actual cost of public safety facilities included in their developments.

15) The Master Fee Schedule shall be amended to reflect the Public Safety Facility Impact fees as set forth in this Resolution.

16) Effective Date: This resolution shall be effective upon date of adoption of this Resolution. In accordance with Government Code Section 66017, the fees set by this Resolution shall be effective 60 days from the effective date of this Resolution.

17) Severability. Each component of the fees and all portions of this Resolution are severable. Should any individual component of the fees or other provisions of this Resolution be adjusted to be invalid and unenforceable, the remaining component or provisions shall be and continue to be fully effective, and the fees shall be fully effective except as to that component which has been judged to be invalid.

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on May 25, 2017, by Council Member Hannon, who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

AYES:	Council Members Hannon, Freitas, Vice Mayor Bucci and Mayor Nagy
NOES:	None
ABSENT:	Council Member Collazo
SECONDED:	Vice Mayor Bucci

APPROVED:

s/ALAN L. NAGY
Mayor

ATTEST:

s/SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:

s/DAVID J. BENOUN
City Attorney

APPENDIX E

RESOLUTION NO. 10,634

RESOLUTION NO. 10,634

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ESTABLISHING AN IMPLEMENTING RESOLUTION FOR THE COMMUNITY SERVICE FACILITIES IMPACT FEE, UNDER GOVERNMENT CODE SECTION 66001, IN ACCORDANCE WITH MUNICIPAL CODE SECTION 3.24.040 AND AMENDING THE MASTER FEE SCHEDULE TO REFLECT THESE CHANGES

WHEREAS, the City Council of the City of Newark, a general law city ("City"), is authorized to prescribe and establish fees in regard to services or functions performed by the City for the public in a governmental and proprietary capacity; and

WHEREAS, California Government Code Section 66000 et seq. allows local governments to impose impact fees on new development in order to recover the cost of improvements that are needed to serve that new development; and

WHEREAS, Chapter 3.24 ("Development Impact Fees") of the Newark Municipal Code authorizes the City Council to adopt implementing resolutions establishing development impact fees in order to mitigate the impacts that projects have upon the City's ability to provide public facilities;

WHEREAS, the existing fee needs to be brought into conformity with current conditions in the City; and

WHEREAS, the City desires to have an updated Community Service Facilities Impact Fee that will ensure that all new development pays the cost to provide community service facilities needed to support new development; and

WHEREAS, the City has retained Keyser Marston Associates to prepare the Public Safety and Community Service Facilities Development Impact Fee Nexus Study, dated March 2017, which establishes a reasonable relationship between the Community Service Facility Fee and the purpose of the fee, which study is incorporated herein and attached as Exhibit A; and

WHEREAS, the City has duly noticed, advertised, scheduled, and held a Public Hearing on May 25, 2017; and

WHEREAS, on May 25, 2017 the City Council reviewed material presented in the staff report including the Public Safety and Community Service Facilities Development Impact Fee Nexus Study, concerning the purpose of the fee and the relationship between the fee and its purpose; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newark which hereby finds, declares, and resolves that:

1) The City hereby receives and approves the Public Safety and Community Service Facilities Development Impact Fee Nexus Study ("Fee Study"), which is attached as Exhibit A to this Resolution.

2) In adopting this Resolution, the City Council is exercising its powers under Chapter 3.24 of the Newark Municipal Code, as well as pursuant to Article XI, Sections 5 and 7 of the California Constitution, Chapter 5 of Division 1 of the Government Code ("Mitigation Fee Act"), commencing with Section 66000, collectively and separately.

3) After considering the Fee Study, this Resolution, and the testimony received at a public hearing, the City Council hereby makes the following findings:

   a) In accordance with Section 66001, subdivision a, paragraph 1 of the Mitigation Fee Act, the purpose of the fees set forth in this Resolution, as specified in Exhibit A, is to provide for an expansion in community service capital facilities in the City as new growth occurs;

   b) In accordance with Section 66001, subdivision a, paragraph 2 of the Mitigation Fee Act, the fees collected pursuant to this Resolution, as specified in Exhibit A, shall be used to acquire land and to construct improvements identified in Exhibit A and shall be used to fund any administrative cost associated with the community service impact fee program;

   c) In accordance with Section 66001, subdivision a, paragraph 3 of the Mitigation Fee Act, there is a reasonable relationship between the fees use (to pay for the acquisition and construction of community service facilities) and the type of development for which the fees are imposed in that the fees will be applied to development in the City, which will generate demands for community service facilities;

   d) In accordance with Section 66001, subdivision a, paragraph 4 of the Mitigation Fee Act, the Fee Study demonstrates that there is a reasonable relationship between the amount of the Community Service Facilities Impact Fee and the cost of community service facilities attributable to the development upon which the fee is proposed. Since the need for community service facilities is inherently population-driven, associated community service facility costs are assessed based on average household population and employment; and

   e) In accordance with Section 66001, subdivision b of the Mitigation Fee Act, there is a reasonable relationship between the amount of the fees and cost of providing the community service facilities attributable to the development in the City upon which the fees are imposed in that the fees

have been calculated by apportioning the cost of community service facilities acquisition and construction to the number of residents and employees attracted by each type of development.

4) The City finds pursuant to the California Environmental Quality Act ("CEQA") this action is not a "project" because the Resolution provides a mechanism for funding of community service facilities but does not involve a commitment to any specific project for such purposes that may result in a potential significant impact on the Environment (CEQA guidelines Section 15378, Pub. Res. Code Section 21080(b)(8)(D)).

5) The cost estimates set forth in the Fee Study are reasonable estimates for acquiring and constructing community service facilities and the fees expected to be generated by future development will not exceed the future projected cost of acquiring and constructing community service facilities.

6) The method of allocation of the fees to particular development bears a fair relationship and is roughly proportional to each development's burden on and benefits from the community service facilities to be funded by the fees, in that the fees are calculated based on the number of residents each particular development will attract.

7) The Fee Study is a detailed analysis of how community services will be affected by development in the City and the community service facilities necessary to accommodate that development.

8) The fees are consistent with the General Plan and, pursuant to Government Code Section 65913.2, the City Council has considered the effects of the fees with respect to the City's housing needs as established in the housing element of the General Plan.

9) The fee amounts set forth in this Resolution include the fair and reasonable costs of administration of the fee programs and are within the requirements of the Mitigation Fee Act and other applicable law.

10) The fees are subject to adjustment, which approximate the fluctuation in market costs, and shall be adjusted annually in accordance with the Engineering News Record Construction Cost Index, San Francisco, California.

11) The City does hereby approve the following community service impact fees on new residential and commercial development for community service facilities as follows:

Residential Development

Type of Unit	Fee per Unit
Single Family Unit	$2,311
Townhome Unit	$2,311
Multiple Family Units	$1,156

Commercial Development

Type of Use	Fee per Square Foot
Office/Commercial	$.86
Manufacturing/Research and Development	$.18
Warehousing/Distribution	$.36

(These fees shall be adjusted annually in accordance with the Engineering News Record Construction Cost Index, San Francisco, California.)

12) The city council may elect to waive the payment of the impact fee if a residential or nonresidential development project provides community benefits in excess of those required by the impacts of the project, and if the city council finds that the expected benefits to the community exceed those that would be provided by the payment of the Community Service Facility Impact Fee. Such community benefits may include the provision of senior housing, the generation of significant taxes, or the elimination of nuisances.

13) The Community Service Facilities Impact Fees shall not apply to approved projects that are covered by a Development Agreement or Vesting Tentative Map unless the provisions of the document allow the application of such fees.

14) Developers shall be given a credit against this fee for the actual cost of community service facilities included in their developments.

15) The Master Fee Schedule shall be amended to reflect the Community Service Facility Impact fees as set forth in this Resolution.

16) Effective Date: This resolution shall be effective upon date of adoption of this Resolution. In accordance with Government Code Section 66017, the fees set by this Resolution shall be effective 60 days from the effective date of this Resolution.

17) Severability. Each component of the fees and all portions of this Resolution are severable. Should any individual component of the fees or other provisions of this Resolution be adjusted to be invalid and unenforceable, the remaining component or provisions shall be and continue to be fully effective, and the fees shall be fully effective except as to that component which has been judged to be invalid.

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on May 25, 2017, by Council Member Hannon, who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

AYES: Council Members Hannon, Freitas, Vice Mayor Bucci and Mayor Nagy

NOES: None

ABSENT: Council Member Collazo

SECONDED: Vice Mayor Bucci

APPROVED:

s/ALAN L. NAGY
Mayor

ATTEST:

s/SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:

s/DAVID J. BENOUN
City Attorney

APPENDIX F

TRANSPORTATION IMPACT FEE NEXUS REPORT

EXHIBIT A
RESOLUTION NO. 10,635

HEXAGON TRANSPORTATION CONSULTANTS, INC.

City of Newark

Transportation Impact Fee Nexus Study

Prepared for:
City of Newark

March 28, 2017

Hexagon Transportation Consultants, Inc.
Hexagon Office: 4 North Second Street, Suite 400
San Jose, CA 95113
Hexagon Job Number: 16AV07
Phone: 408.971.6100
Client Name: Mr. Terrence Grindall

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1. Introduction

This report presents the results of the analysis to update the Transportation Impact Fee in the City of Newark, California. The Mitigation Fee Act (Government Code Sections 66000-66025) was originally enacted through Assembly Bill 1600 in 1987 and requires that a reasonable relationship (nexus) be established between the projects or mitigations to be funded by an impact fee and the impacts caused by new development. This report serves as the nexus study required by the Mitigation Fee Act and documents the reasonable relationship between projected growth in Newark and the maximum supported Transportation Impact Fee (TIF).

The basis of this study is the 2013 City of Newark General Plan Update Draft EIR. Based on land use data in the General Plan, it is projected that there will be an additional 6,208 residential units and 2,882 jobs by the year 2035. The number of trips that this new growth would generate was estimated with standard trip generation rates for different land use categories from the Institute of Transportation Engineers' Trip Generation Manual, 9th Edition (2012). The projected number of residential units and amount of commercial square footage for each land use category is presented in Table 1. As shown in Table 1, this new development is estimated to generate 6,208 additional PM peak hour trips.

Table 1
Projected Increase in PM Peak Hour Trips by 2035

Land Use	ITE Land Use Code	PM Peak Hour Trip Rate [1,2]	New Dwelling Units or ksf	New PM Peak Hour Trips
Residential (units)				
Single Family	210	1.00	2,055	2,055
Townhomes	230	0.52	1,375	715
Apartments	220	0.62	2,703	1,676
Senior	252	0.25	75	19
Employment-Based (ksf)				
Industrial	110	0.97	149.6	145
Commercial	n/a	1.77	902.0	1,598
Total				**6,208**

n/a : not applicable
ksf = Square Feet * 1,000
[1] Trip rates, except for Commercial, are from ITE *Trip Generation Manual, 9th Edition, 2012.*
[2] Average rate for office and retail per 1,000 square feet, weighted by number of projected office and retail jobs

Appendix A presents a summary of the residential projects and the number of units that were included in the analysis. Also included is a tabulation that shows the growth in employment by different types of development. These growth numbers were included in the travel demand forecasting model that was used to forecast the future traffic volumes for the General Plan Update Draft EIR.

2. Traffic Impacts and Proposed Improvements

As described in the *City of Newark General Plan Update Draft EIR,* the new development that is projected to occur by the year 2035 would result in significant impacts to six intersections. Appropriate mitigation measures were developed as part of the *Draft EIR* for each of these impacted intersections such that the impact would be reduced to a less than significant level. Furthermore, City staff has identified additional improvements that could lead to increases in alternative mode use and reduce the number of vehicle trips, thereby also mitigating the increased congestion caused by new development. An effective multimodal transportation system will allow people to choose modes of transportation other than the single-occupant vehicle and will make bicycling, walking, and taking transit attractive, safe, cost-competitive and time-competitive choices. All of the improvements proposed to be at least partially funded with Transportation Impact Fees and the estimated cost of each improvement is presented in Table 2. Conceptual drawings of the Intersection improvements and their cost estimates are presented in Appendices B and C, respectively.

Table 2
Newark Transportation Impact Fee Improvements and Cost Estimates

General Plan EIR Intersection Improvements [1]		Cost ($)
Ardenwood & SR 84 WB Ramps [2]	Convert northbound through lane into a left turn lane	212,000
Newark Blvd & SR 84 EB Ramps	Add an eastbound right-turn lane	1,192,000
Thornton Ave & Gateway Blvd	Add a southbound through lane	3,282,000
Thornton Ave & Cherry Street	Add a westbound left-turn lane	1,103,000
Mowry Ave & Cherry Street	Add a westbound right-turn lane	1,924,000
Stevenson & Cherry Street [2]	Add a northbound through lane	364,000
Sub Total		**8,077,000**
Other Transportation Improvement Projects [3]		**Cost ($)**
Central Avenue Railroad Overcrossing		8,300,000
Dumbarton Transit Station		7,700,000
Bike / pedestrian railroad overcrossing at the Dumbarton Transit Station		2,800,000
Cherry Street Class 1 bike route		4,000,000
Sub Total		**22,800,000**
Total		**30,877,000**

[1] These cost estimates include planning-level estimates of the work involved to meet the improvements required by the EIR. The estimates do not include items outside the scope of the EIR (e.g. other improvements on Thornton Ave, such as sidewalks). The estimates also does not include ROW acquisition costs. Costs rounded to the nearest $1,000.
[2] These cost estimates reflect 50% of the total improvement costs. Since these intersections straddle the city boundary of Newark and Fremont, it is assumed that Newark's share would be 50% of the cost.
[3] These transportation improvement projects and cost estimates were provided by City Staff.

Thus, for the purpose of calculating the Transportation Impact Fee, the City's share of total improvement cost is $30,877,000.

3. Maximum Supported Transportation Impact Fee

The maximum legally supported transportation impact fee has been calculated by dividing the cost of the improvements to be funded by the TIF, by the number of additional PM peak hour trips that would be generated by new development by the year 2035. This methodology provides a clear nexus between the new development, the improvements to be funded, and the amount of the fee. The cost of the improvements to be funded with impact fees is $30,877,000. The projected number of trips generated by new development, as shown in Table 1, is 6,208 additional PM peak hour trips. The resulting maximum impact fee is $4,974 per PM peak hour trip.

This per PM peak hour trip amount can be converted to a per unit or per thousand square feet (KSF) amount by using the PM peak hour trip generation rates shown in Table 1. Table 3 presents the resulting TIF per dwelling unit for residential uses and per ksf for commercial uses, based on a TIF of $4,974 per PM peak hour trip.

Table 3
Maximum Supported Impact Fee

Land Use	ITE Category	PM Peak Hour Trip Rate [1,2]	TIF per Dwelling Unit or ksf [3]
Residential (units)			
Single Family	210	1.00	$4,974
Townhomes	230	0.52	$2,586
Apartments	220	0.62	$3,084
Senior	252	0.25	$1,243
Employment-Based (ksf)			
Industrial	110	0.97	$4,824
Commercial	n/a	1.77	$8,814

n/a : not applicable

[1] Trip rates, except for Commercial, are from ITE *Trip Generation Manual, 9th Edition, 2012.*

[2] Average Rate for Office and Retail per 1,000 square feet, weighted by employment type.

[3] TIF rates based on $4,974 per PM peak hour trip.

Since construction costs continue to rise, it is appropriate to index these impact fees to inflation. The fees should be adjusted annually by a construction cost index, such as the Engineering News Record.

4. Transportation Impact Fees in Other Cities

In order to establish a transportation impact fee of $4,974 per PM peak hour trip in the context of TIFs charged by other cities in the Bay Area, information on current TIF levels in some Bay Area cities was compiled. A recent (internet) survey focused on nearby cities of Fremont and Milpitas and cities on the Peninsula and in the South Bay. These fees are presented in Table 4. Note that the survey included only impact fees charged for transportation improvements, not for such other purposes as public safety, community facilities, housing, or parkland. Some cities specify impact fees on a "per dwelling unit" or "per thousand square feet (ksf)" basis; other cities define fees solely on a "per trip" basis.

As can be seen in Table 4, Newark's existing TIF amounts are much lower than any of the other cities included in the survey. The updated TIF amount for single-family and multi-family units would be higher than the amounts charged by most other cities included in the survey. The fee of $4,974 per single family unit would be lower than the average fee of $5,515 computed for all cities included in the survey.

The impact fees for commercial space vary greatly between the cities, from $1,280 per ksf in downtown Redwood City to $26,127 per ksf in the Transit Area District in Milpitas. The new Newark fee of $8,814 per ksf is somewhat higher compared to most other cities that were surveyed.

The impact fees for industrial space vary from $1,160 per ksf in downtown Redwood City to $14,440 per ksf in North San Jose. The new Newark fee of $4,824 per ksf is higher compared to fees charged for industrial development in most other cities that were surveyed.

Some cities have chosen to exempt certain land uses from their TIF or use lower rates for land uses that they want to encourage. For example, Mountain View charges an extremely high TIF on office and R&D land uses in the North Bayshore area, but a far lower TIF on retail uses, because they want to encourage retail projects in that area in order to reduce total Vehicle Miles Traveled (VMT) in the city. As another example, in the North San Jose area, the City of San Jose exempts all retail under 100,000 square feet from the TIF and only charges the TIF on large regional-serving retail projects over that size.

Table 4
Transportation Impact Fees in Other Cities

City or Area within City	Per PM Trip	Single Family Per d.u.	Multi-Family Per d.u.	Office Per ksf	R&D Per ksf	Industrial Per ksf	Hotel Per Room
East Bay Cities							
Newark [1]							
Current TIF		$ 801	$ 460		$ 1,380	$ 680	
Updated TIF	$ 4,974	$ 4,974	$ 3,084	$ 8,814	$ 8,814	$ 4,824	
Fremont [2]		$ 2,247	$ 2,247	$ 4,997	$ 3,588	$ 2,515	$ 2,046
Milpitas							
TAD Impact Fee [3]			$ 32,781	$ 36,600			
Fee for Transportation Improvements			$ 9,561	$ 26,127			
Peninsula/South Bay Cities							
San Jose							
North San Jose Area	$ 15,410	$ 9,677	$ 7,742			$ 14,440	$ 4,299
Evergreen-East Hills Area		$ 15,148		$ 13,170			
US 101/Oakland Ave/Mabury Rd	$ 35,767	per PM peak hour trip that would use one of the Improved interchanges					
I-280/Winchester Blvd.	$ 25,641	per PM peak hour trip that would use the proposed off-ramp improvement					
Menlo Park							
Citywide	$ 3,108	$ 3,139	$ 1,927	$ 4,630	$ 3,330	$ 2,280	$ 1,834
Supplemental Downtown	$ 379	per PM peak hour trip within El Camino Real/Downtown Specific Plan area					
Redwood City							
Non-Downtown		$ 1,617	$ 992	$ 2,380	$ 1,710	$ 1,550	$ 945
Downtown		$ 1,212	$ 744	$ 1,790	$ 1,280	$ 1,160	$ 709
San Carlos		$ 3,052	$ 1,892	$ 4,547	$ 3,266	$ 2,228	$ 1,831
San Mateo	$ 3,763	$ 3,422	$ 2,101	$ 3,135		$ 2,042	
Los Altos		$ 6,152	$ 3,777	$ 9,076			
Mountain View							
North Bayshore Area				$ 22,470	$ 22,470		$ 2,000
Sunnyvale							
South of SR 237	$ 2,197		$ 1,348	$ 3,240	$ 2,131	$ 1,610	$ 1,327
North of SR 237	$ 5,931		-	-	$ 5,746	$ 4,346	$ 4,494
Los Gatos [4]	$ 9,020	$ 8,587	$ 5,998	$ 9,949	$ 7,315	$ 6,287	$ 7,369
Half Moon Bay		$ 6,414	$ 3,499	$ 4,021	$ 4,021	$ 2,515	

Sources: TIF amounts are from each city's website.

[1] The current Newark TIF is from the City's Master Fee Schedule as of July 1, 2016.

[2] Fremont specifies TIF amounts for residential uses based on the number of bedrooms. Amount shown is for 2-3 bedroom units.

[3] Transit Area Development Impact Fee includes fees for many services and improvements. The fee for just the transportation improvements was estimated from data presented in Table 5 on Page 10 of the Transit Area Development Impact Fee Update Final Report, February 2014.

[4] Los Gatos specifies its TIF as $902 per DAILY trip. PM peak hour trip amount has been approximated as 10 times the daily amount. Amounts for specific land uses have been calculated using daily ITE trip generation rates and $902 per daily trip.

City of Newark
Transportation Impact Fee Nexus Study

Technical Appendices

Appendix A
Future Residential and Employment Growth

Residential Development Projects

Location	PM Peak Hour Trips Rate [1] 1.00 Single Family	0.52 Townhomes	0.62 Apartments	0.25 Senior	Total Units	PM Peak Hour Trips
Timber	84	80			164	126
Cedar Lane Townhomes		85			85	44
Prima	42	146	93		281	176
Baptist Church Site (Equinox)	15				15	15
Casa Bella		14			14	7
Ruschin School Site	77				77	77
Bayshores	187	360			547	374
Dumbarton TOD-SSH Towns		88			88	46
Dumbarton TOD- Senior				75	75	19
Dumbarton: Trumark	244				244	244
Dumbarton TOD Gateway West	321	268			589	460
36731 Sycamore			14		14	9
Sanctuary	385				385	385
7843 Railroad			6		6	4
6840 Rich		18			18	9
Filbert Townhomes		16			16	8
Freitas (Robsen Homes)		180			180	94
Ashland Dumbarton TOD		120			120	62
Old Town Residential			400		400	248
FMC Dumbarton TOD			180		180	112
Area 4	700				700	700
Honeywell TOD			210		210	130
Greater Newark Apartments			1,800		1,800	1,116
Totals	**2,055**	**1,375**	**2,703**	**75**	**6,208**	**4,465**
PM Peak-Hour Trips	**2,055**	**715**	**1,676**	**19**		
Under Construction	141	325	93	0	559	368
Approved	1,214	716	14	75	2,019	1,614
Pending	0	34	6	0	40	21
Long Range	700	300	2,590	0	3,590	2,462
Totals	**2,055**	**1,375**	**2,703**	**75**	**6,208**	**4,465**

[1] PM Peak hour trips by land use type calculated based ITE trip generation rates:

Single Family	ITE Code 210
Townhomes	ITE Code 230
Apartments/Condos	ITE Code 220
Senior Housing [Attached]	ITE Code 252

Commercial Development Projects

								PM Peak Hour Trip Rate per KSF [4]		
								0.97	2.78	1.49
					SF of Development [3]			PM Peak Hour Trips		
TAZ	Increase in GP Jobs [1]	Industrial	Retail	Office	Industrial	Retail	Office	Industrial	Retail	Office
931	20	20			8,000			8		
933	40	40			16,000			16		
930	97	97			38,800			38		
918	110		55	55		27,354	18,430		76	27
922	110		55	55		27,656	18,229		77	27
932	217	217			86,800			84		
934	511		57	454		28,319	151,454		79	226
935	1,778		227	1,551		113,612	516,926		316	770
Totals	**2,883**	**374**	**394**	**2,115**	**149,600**	**196,941**	**705,039**	**145**	**548**	**1,051**
					1,051,580			**1,744**		

Notes

TAZ = Traffic Analysis Zone

[1] As reported in Newark's General Plan

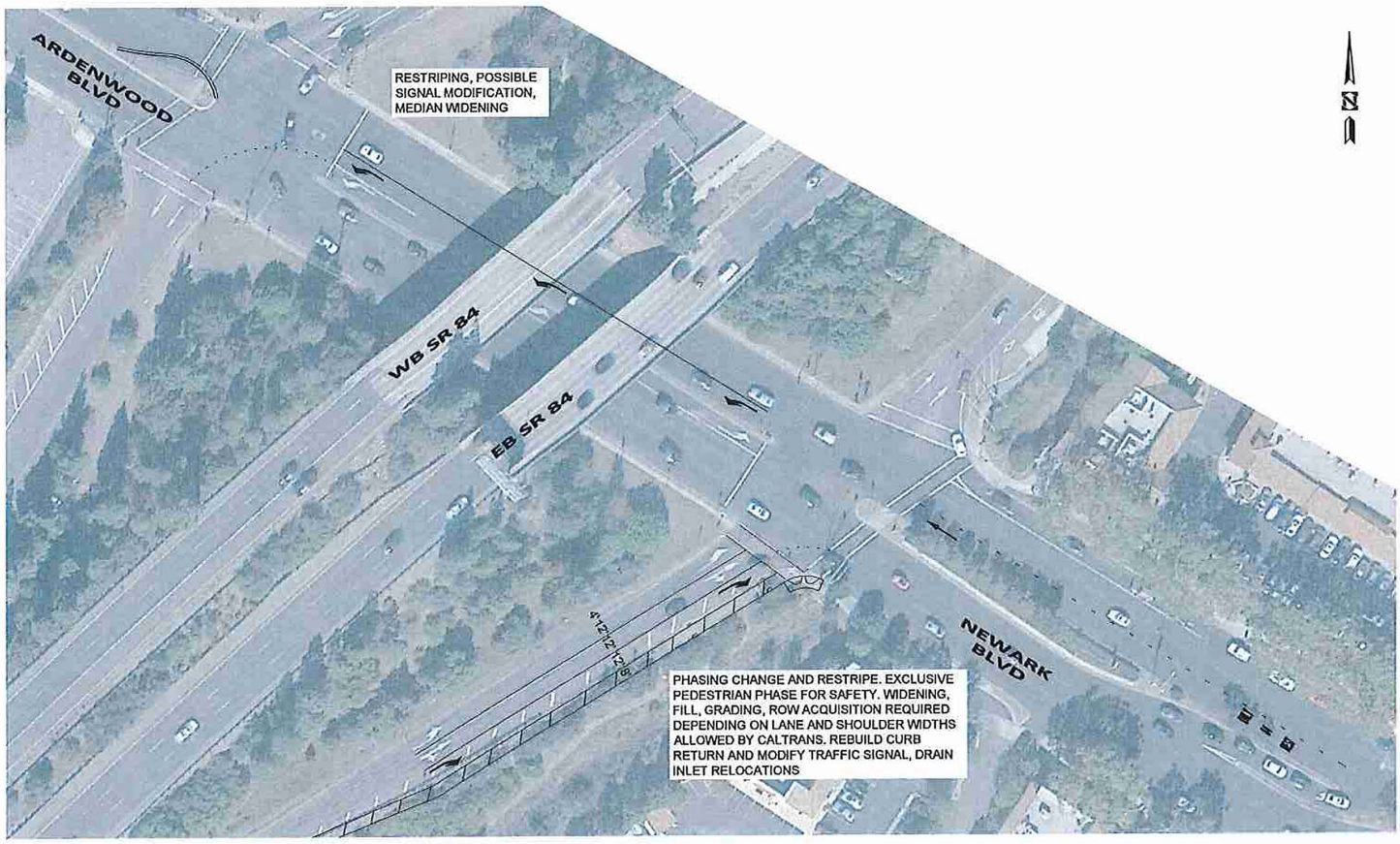
[2] Derived from commercial development descriptions from Newark's General Plan.

[3] Square Feet per of development calculated based on ITE PM peak-hour trip rates per 1,000 square feet and per employee.

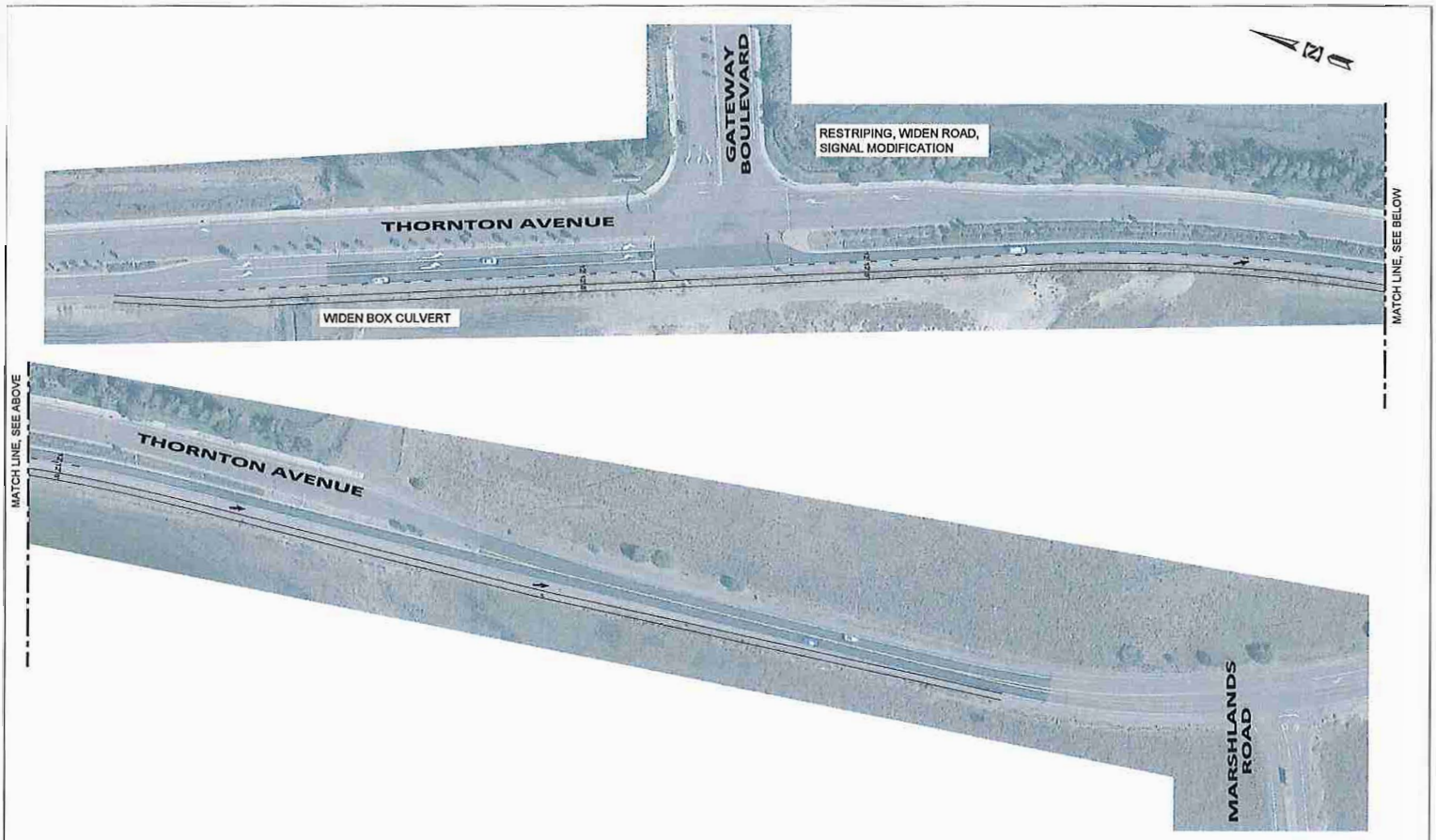
Light Industrial (Includes Manufacturing	ITE Code 110	Assume 2.50 jobs per 1,000 square feet
Retail	ITE Code 820	Assume 2.0 jobs per 1,000 square feet
Office (Includes R&D)	ITE Code 710	Assume 3.33 jobs per 1,000 square feet

[4] PM Peak hour trips by land use type calculated based ITE Trip Generation Rates. Retail rate includes a 25% pass by reduction.

Appendix B
Conceptual Drawings Intersection Improvements

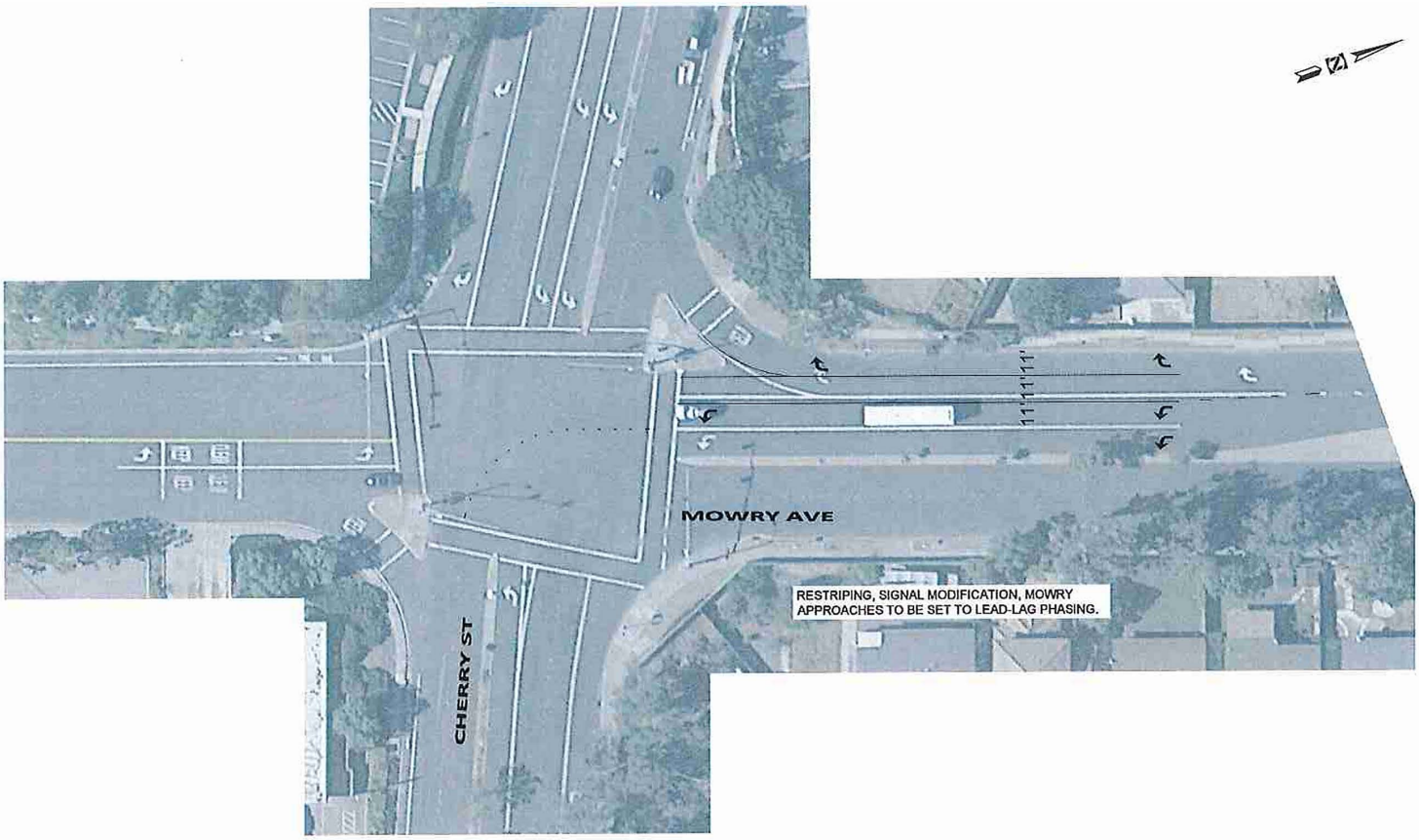


Hexagon Transportation Consultants, Inc.	4 North Second Street, Suite 400 San Jose, California 95113 Phone: (408) 971-6100 www.hextrans.com	CONCEPTUAL IMPROVEMENTS FOR TIF CALCULATION ARDENWOOD BLVD AND STATE ROUTE 84 NEWARK, CA	DRAWN BY: V. CHANG DATE: 11/4/2016	GRAPHIC SCALE 0 60 80 100 120 1 INCH = 60 FEET

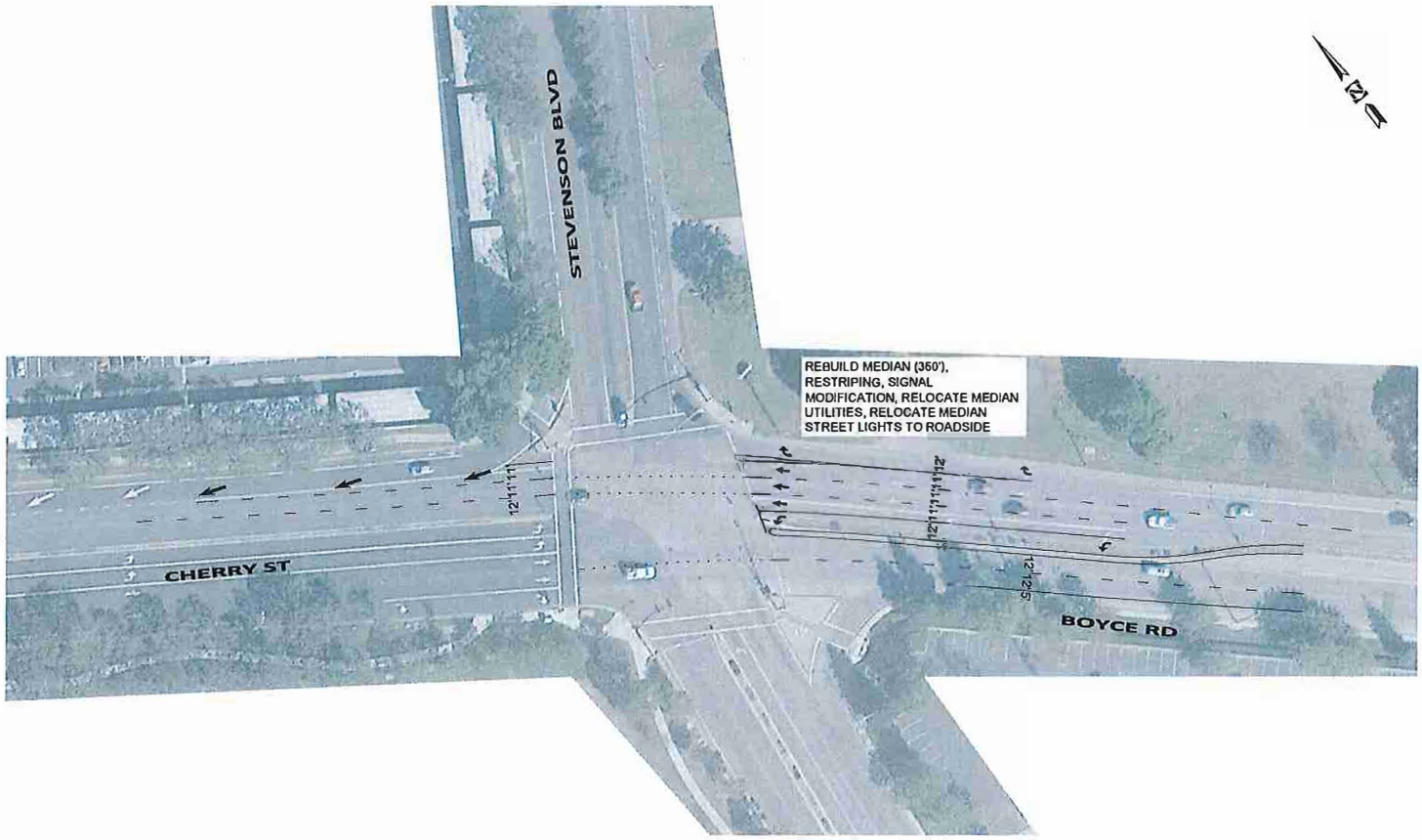


Hexagon Transportation Consultants, Inc.	4 North Second Street, Suite 400 San Jose, California 95113 Phone: (408) 971-6100 www.hextrans.com	CONCEPTUAL IMPROVEMENTS FOR TIF CALCULATION THORNTON AVENUE AND GATEWAY BOULEVARD NEWARK, CA	DRAWN BY: V. CHANG DATE: 11/4/2016	GRAPHIC SCALE 0 100 150 200 1 INCH = 100 FEET

Hexagon Transportation Consultants, Inc.	4 North Second Street, Suite 400 San Jose, California 95113 Phone: (408) 971-6100 www.hextrans.com	CONCEPTUAL IMPROVEMENTS FOR TIF CALCULATION THORNTON AVENUE AND CHERRY STREET NEWARK, CA	DRAWN BY: V. CHANG DATE: 11/4/2016	GRAPHIC SCALE 0 60 80 100 120 1 INCH = 60 FEET



Hexagon Transportation Consultants, Inc.	4 North Second Street, Suite 400 San Jose, California 95113 Phone: (408) 971-6100 www.hextrans.com	CONCEPTUAL IMPROVEMENTS FOR TIF CALCULATION MOWRY AVENUE AND CHERRY STREET NEWARK, CA	DRAWN BY: V. CHANG DATE: 11/4/2016	GRAPHIC SCALE 0 40 60 80 1 INCH = 40 FEET


STEVENSON BLVD
CHERRY ST
BOYCE RD
REBUILD MEDIAN (350'),
RESTRIPING, SIGNAL
MODIFICATION, RELOCATE MEDIAN
UTILITIES, RELOCATE MEDIAN
STREET LIGHTS TO ROADSIDE
12'
12'
12'

Appendix C
Cost Estimates Intersection Improvements

Planning-Level Improvement Cost Estimate

PROJECT: Newark TIF
LOCATION: Ardenwood Bl/Newark Bl and WB SR84
DATE: 3/10/2017

Ardenwood Bl/Newark Bl and WB SR84

Item Description	Unit	Qty.	Unit Price	Extension
Miscellaneous				
Earthwork	CY		$ 95.00	$ -
Asphalt Concrete Pavement w/ aggregate base	SF	160	$ 18.00	$ 2,880.00
Install Median Island	SF	600	$ 35.00	$ 21,000.00
Import Fill Soil	CY		$ 25.00	$ -
Roadway Excavation	SF		$ 5.00	$ -
PCC Curb and Gutter	LF	80	$ 45.00	$ 3,600.00
PCC Curb Ramp	EA	1	$ 5,000.00	$ 5,000.00
PCC Sidewalk	SF		$ 30.00	$ -
Remove Asphalt Concrete Pavement	SF	200	$ 8.00	$ 1,600.00
Remove Median Island	SF		$ 10.00	$ -
Remove PCC Curb and Gutter	LF	80	$ 11.00	$ 880.00
Remove Sidewalk or Curb Ramp	SF		$ 10.00	$ -
Remove Storm Drain Inlet	EA		$ 2,000.00	$ -
Install Storm Drain Inlet	EA		$ 4,000.00	$ -
Install Metal Beam Guardrail	LF		$ 50.00	$ -
Remove Tree	EA		$ 600.00	$ -
Restriping and Signage	LS	1	$ 3,000.00	$ 3,000.00
Signal modification	EA	1	$ 200,000.00	$ 200,000.00
Subtotal				**$ 237,960.00**

Total Materials & Labor Cost	**$ 237,960.00**

Other Costs				
Mobilization	LS	1	7% of Materials	$ 16,657.20
Environmental Mitigation	LS			$ -
Stormwater Treatment	LS	1	30% of Materials	$ 71,388.00
Clearing and grubbing	LS			$ -
Construction Staging, Traffic Control, and Construction Area Signs	LS	1	6% of Materials	$ 14,277.60
Contingency, Engineering and Administration Costs	LS	1	35% of Materials	$ 83,286.00
Subtotal				**$ 185,608.80**

Total Task Cost	**$ 423,568.80**

Planning-Level Improvement Cost Estimate

PROJECT: Newark TIF
LOCATION: Ardenwood Bl/Newark Bl and EB SR84
DATE: 3/10/2017

Ardenwood Bl/Newark Bl and EB SR84

Item Description	Unit	Qty.	Unit Price	Extension
Miscellaneous				
Earthwork	CY	800	$ 95.00	$ 76,000.00
Asphalt Concrete Pavement w/ aggregate base	SF	6,650	$ 18.00	$ 119,700.00
Install Median Island	SF		$ 35.00	$ -
Import Fill Soil	CY	800	$ 25.00	$ 20,000.00
Roadway Excavation	SF		$ 5.00	$ -
PCC Curb and Gutter	LF	220	$ 45.00	$ 9,900.00
PCC Curb Ramp	EA	2	$ 5,000.00	$ 10,000.00
PCC Sidewalk	SF	1,000	$ 30.00	$ 30,000.00
Remove Asphalt Concrete Pavement	SF	4,000	$ 8.00	$ 32,000.00
Remove Median Island	SF		$ 10.00	$ -
Remove PCC Curb and Gutter	LF	220	$ 11.00	$ 2,420.00
Remove Sidewalk or Curb Ramp	SF	900	$ 10.00	$ 9,000.00
Remove Storm Drain Inlet	EA	2	$ 2,000.00	$ 4,000.00
Install Storm Drain Inlet	EA	2	$ 4,000.00	$ 8,000.00
Install Metal Beam Guardrail	LF	300	$ 50.00	$ 15,000.00
Remove Tree	EA		$ 600.00	$ -
Restriping and Signage	LS	1	$ 12,000.00	$ 12,000.00
Signal modification	EA	1	$ 200,000.00	$ 200,000.00
ROW Acquisition			NOT INCLUDED IN ESTIMATE	
Subtotal				**$ 548,020.00**

Total Materials & Labor Cost	**$ 548,020.00**

Other Costs				
Mobilization	LS	1	7% of Materials	$ 38,361.40
Environmental Mitigation	LS	1	200000	$ 200,000.00
Stormwater Treatment	LS	1	30% of Materials	$ 164,406.00
Clearing and grubbing	LS	1	3% of Materials	$ 16,440.60
Construction Staging, Traffic Control, and Construction Area Signs	LS	1	6% of Materials	$ 32,881.20
Contingency, Engineering and Administration Costs	LS	1	35% of Materials	$ 191,807.00
Subtotal				**$ 643,896.20**

Total Task Cost	**$ 1,191,916.20**

Planning-Level Improvement Cost Estimate

PROJECT: Newark TIF
LOCATION: Thornton Ave and Gateway Bl
DATE: 1/27/2017

Thornton Ave and Gateway Bl

Item Description	Unit	Qty.	Unit Price	Extension
Miscellaneous				
Earthwork	CY	3,000	$ 95.00	$ 285,000.00
Asphalt Concrete Pavement w/ aggregate base	SF	46,000	$ 18.00	$ 828,000.00
Install Median Island	SF		$ 35.00	$ -
Import Fill Soil	CY	3,000	$ 25.00	$ 75,000.00
Roadway Excavation	SF		$ 5.00	$ -
PCC Curb and Gutter	LF		$ 45.00	$ -
PCC Curb Ramp	EA		$ 5,000.00	$ -
PCC Sidewalk	SF		$ 30.00	$ -
Remove Asphalt Concrete Pavement	SF	21,000	$ 8.00	$ 168,000.00
Remove Median Island	SF		$ 10.00	$ -
Remove PCC Curb and Gutter	LF		$ 11.00	$ -
Remove Sidewalk or Curb Ramp	SF		$ 10.00	$ -
Remove Storm Drain Inlet	EA		$ 2,000.00	$ -
Install Storm Drain Inlet	EA		$ 4,000.00	$ -
Install Metal Beam Guardrail	LF	300	$ 50.00	$ 15,000.00
Remove Tree	EA		$ 600.00	$ -
Widen small culvert	LF	12	$ 1,000.00	$ 12,000.00
Restriping and Signage	LS	1	$ 10,000.00	$ 10,000.00
Signal modification	LS	1	$ 200,000.00	$ 200,000.00
Subtotal				**$ 1,593,000.00**

Total Materials & Labor Cost	**$ 1,593,000.00**

Other Costs				
Mobilization	LS	1	7% of Materials	$ 111,510.00
Environmental Mitigation	LS	1	25% of Materials	$ 398,250.00
Stormwater Treatment	LS	1	30% of Materials	$ 477,900.00
Clearing and grubbing	LS	1	3% of Materials	$ 47,790.00
Construction Staging, Traffic Control, and Construction Area Signs	LS	1	6% of Materials	$ 95,580.00
Contingency, Engineering and Administration Costs	LS	1	35% of Materials	$ 557,550.00
Subtotal				**$ 1,688,580.00**

Total Task Cost	**$ 3,281,580.00**

Planning-Level Improvement Cost Estimate

PROJECT: Newark TIF
LOCATION: Thornton Ave and Cherry St
DATE: 1/27/2017

Thornton Ave and Cherry St

Item Description	Unit	Qty.	Unit Price	Extension
Miscellaneous				
Asphalt Concrete Pavement w/ aggregate base	SF	3,200	$ 18.00	$ 57,600.00
Install Median Island	SF	250	$ 35.00	$ 8,750.00
Import Fill Soil	CY		$ 25.00	$ -
Roadway Excavation	SF	1,250	$ 5.00	$ 6,250.00
PCC Curb and Gutter	LF	750	$ 45.00	$ 33,750.00
PCC Curb Ramp	EA	2	$ 5,000.00	$ 10,000.00
PCC Sidewalk	SF	4,450	$ 30.00	$ 133,500.00
Remove Asphalt Concrete Pavement	SF	1,400	$ 8.00	$ 11,200.00
Remove Median Island	SF	800	$ 10.00	$ 8,000.00
Remove PCC Curb and Gutter	LF	750	$ 11.00	$ 8,250.00
Remove Sidewalk or Curb Ramp	SF	4,450	$ 10.00	$ 44,500.00
Remove Storm Drain Inlet	EA	1	$ 2,000.00	$ 2,000.00
Install Storm Drain Inlet	EA	1	$ 4,000.00	$ 4,000.00
Remove Tree	EA	6	$ 600.00	$ 3,600.00
Restriping and Signage	LS	1	$ 10,000.00	$ 10,000.00
Signal modification	LS	1	$ 250,000.00	$ 250,000.00
Streetlight and utilities relocation	LS	1	$ 25,000.00	$ 25,000.00
ROW Acquisition			NOT INCLUDED IN ESTIMATE	
Subtotal				**$ 616,400.00**

Total Materials & Labor Cost	**$ 616,400.00**

Other Costs				
Mobilization	LS	1	7% of Materials	$ 43,148.00
Environmental Mitigation	LS		25% of Materials	$ -
Stormwater Treatment	LS	1	30% of Materials	$ 184,920.00
Clearing and grubbing	LS	1	1% of Materials	$ 6,164.00
Construction Staging, Traffic Control, and Construction Area Signs	LS	1	6% of Materials	$ 36,984.00
Contingency, Engineering and Administration Costs	LS	1	35% of Materials	$ 215,740.00
Subtotal				**$ 486,956.00**

Total Task Cost	**$ 1,103,356.00**

Planning-Level Improvement Cost Estimate

PROJECT: Newark TIF
LOCATION: Cherry St and Mowry Ave
DATE: 1/27/2017

Cherry St and Mowry Ave

Item Description	Unit	Qty.	Unit Price	Extension
Miscellaneous				
Asphalt Concrete Pavement w/ aggregate base	SF		$ 18.00	$ -
Install Median Island	SF		$ 35.00	$ -
Import Fill Soil	CY		$ 25.00	$ -
Roadway Excavation	SF		$ 5.00	$ -
PCC Curb and Gutter	LF		$ 45.00	$ -
PCC Curb Ramp	EA		$ 5,000.00	$ -
PCC Sidewalk	SF		$ 30.00	$ -
Remove Asphalt Concrete Pavement	SF		$ 8.00	$ -
Remove Median Island	SF		$ 10.00	$ -
Remove PCC Curb and Gutter	LF		$ 11.00	$ -
Remove Sidewalk or Curb Ramp	SF		$ 10.00	$ -
Remove Storm Drain Inlet	EA		$ 2,000.00	$ -
Install Storm Drain Inlet	EA		$ 4,000.00	$ -
Remove Tree	EA		$ 600.00	$ -
Restriping and Signage	LS	1	$ 5,000.00	$ 5,000.00
Signal modification	LS	1	$ 125,000.00	$ 125,000.00
Streetlight and utilities relocation	LS		$ 25,000.00	$ -
Subtotal				**$ 130,000.00**

Total Materials & Labor Cost	**$ 130,000.00**

Other Costs				
Mobilization	LS	1	7% of Materials	$ 9,100.00
Environmental Mitigation	LS		25% of Materials	$ -
Stormwater Treatment	LS		30% of Materials	$ -
Clearing and grubbing	LS		3% of Materials	$ -
Construction Staging, Traffic Control, and Construction Area Signs	LS	1	6% of Materials	$ 7,800.00
Contingency, Engineering and Administration Costs	LS	1	35% of Materials	$ 45,500.00
Subtotal				**$ 62,400.00**

Total Task Cost	**$ 192,400.00**

Planning-Level Improvement Cost Estimate

PROJECT: Newark TIF
LOCATION: Cherry St and Stevenson Bl
DATE: 1/27/2017

Cherry St and Stevenson Bl

Item Description	Unit	Qty.	Unit Price	Extension
Miscellaneous				
Asphalt Concrete Pavement w/ aggregate base	SF	2,200	$ 18.00	$ 39,600.00
Install Median Island	SF	1,400	$ 35.00	$ 49,000.00
Import Fill Soil	CY		$ 25.00	$ -
Roadway Excavation	SF		$ 5.00	$ -
PCC Curb and Gutter	LF	720	$ 45.00	$ 32,400.00
PCC Curb Ramp	EA		$ 5,000.00	$ -
PCC Sidewalk	SF		$ 30.00	$ -
Remove Asphalt Concrete Pavement	SF	1,400	$ 8.00	$ 11,200.00
Remove Median Island	SF	2,200	$ 10.00	$ 22,000.00
Remove PCC Curb and Gutter	LF	720	$ 11.00	$ 7,920.00
Remove Sidewalk or Curb Ramp	SF		$ 10.00	$ -
Remove Storm Drain Inlet	EA		$ 2,000.00	$ -
Install Storm Drain Inlet	EA		$ 4,000.00	$ -
Remove Tree	EA		$ 600.00	$ -
Restriping and Signage	LS	1	$ 12,000.00	$ 12,000.00
Signal modification	LS	1	$ 200,000.00	$ 200,000.00
Streetlight and utilities relocation	LS	1	$ 35,000.00	$ 35,000.00
Subtotal				**$ 409,120.00**

Total Materials & Labor Cost	**$ 409,120.00**

Other Costs				
Mobilization	LS	1	7% of Materials	$ 28,638.40
Environmental Mitigation	LS		25% of Materials	$ -
Stormwater Treatment	LS	1	30% of Materials	$ 122,736.00
Clearing and grubbing	LS		3% of Materials	$ -
Construction Staging, Traffic Control, and Construction Area Signs	LS	1	6% of Materials	$ 24,547.20
Contingency, Engineering and Administration Costs	LS	1	35% of Materials	$ 143,192.00
Subtotal				**$ 319,113.60**

Total Task Cost	**$ 728,233.60**

APPENDIX G

RESOLUTION NO. 10,635

RESOLUTION NO. 10,635

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ESTABLISHING AN IMPLEMENTING RESOLUTION FOR THE TRANSPORTATION IMPACT FEE, UNDER GOVERNMENT CODE SECTION 66001, IN ACCORDANCE WITH MUNICIPAL CODE SECTION 3.24.040 AND AMENDING THE MASTER FEE SCHEDULE TO REFLECT THESE CHANGES

WHEREAS, the City Council of the City of Newark, a general law city ("City"), is authorized to prescribe and establish fees in regard to services or functions performed by the City for the public in a governmental and proprietary capacity; and

WHEREAS, California Government Code Section 66000 et seq. allows local governments to impose impact fees on new development in order to recover the cost of improvements that are needed to serve that new development; and

WHEREAS, Chapter 3.24 ("Development Impact Fees") of the Newark Municipal Code authorizes the City Council to adopt implementing resolutions establishing development impact fees in order to mitigate the impacts that projects have upon the City's ability to provide public facilities;

WHEREAS, the existing fee needs to be brought into conformity with current conditions in the City; and

WHEREAS, the City desires to have an updated Transportation Impact Fee that will ensure that all new development pays the cost to provide transportation facilities needed to support new development; and

WHEREAS, the City has retained Hexagon Transportation Consultants to complete a Transportation Impact Fee Nexus Study, dated March 28, 2017, which establishes a reasonable relationship between the Transportation Impact Fee and the purpose of the fee, which study is incorporated herein and attached as Exhibit A; and

WHEREAS, the City has duly noticed, advertised, scheduled, and held a Public Hearing on May 25, 2017; and

WHEREAS, on May 25, 2017 the City Council reviewed material presented in the staff report including the Transportation Impact Fee Nexus Study, concerning the purpose of the fee and the relationship between the fee and its purpose; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newark which hereby finds, declares, and resolves that:

1) The City hereby receives and approves the Public Safety and Transportation Development Impact Fee Nexus Study ("Fee Study"), which is attached as Exhibit A to this Resolution.

2) In adopting this Resolution, the City Council is exercising its powers under Chapter 3.24 of the Newark Municipal Code, as well as pursuant to Article XI, Sections 5 and 7 of the California Constitution, Chapter 5 of Division 1 of the Government Code ("Mitigation Fee Act"), commencing with Section 66000, collectively and separately.

3) After considering the Fee Study, this Resolution, and the testimony received at a public hearing, the City Council hereby makes the following findings:

   a) In accordance with Section 66001, subdivision a, paragraph 1 of the Mitigation Fee Act, the purpose of the fees set forth in this Resolution, as specified in Exhibit A, is to provide for an expansion in transportation capital facilities in the City as new growth occurs;

   b) In accordance with Section 66001, subdivision a, paragraph 2 of the Mitigation Fee Act, the fees collected pursuant to this Resolution, as specified in Exhibit A, shall be used for transportation related improvements identified in Exhibit A and shall be used to fund any administrative cost associated with the transportation impact fee program;

   c) In accordance with Section 66001, subdivision a, paragraph 3 of the Mitigation Fee Act, there is a reasonable relationship between the fees use (to pay for the acquisition and construction of transportation facilities and imiprovements) and the type of development for which the fees are imposed in that the fees will be applied to residential and comercial development in the City, which will generate demands for transportation facilities;

   d) In accordance with Section 66001, subdivision a, paragraph 4 of the Mitigation Fee Act, the Fee Study demonstrates that there is a reasonable relationship between the amount of the Transportation Impact Fee and the cost of transportation improvements attributable to the development upon which the fee is proposed. Since the need for transportation facilities is inherently travel driven associated transportation facility costs are assessed based on transportation trips; and

   e) In accordance with Section 66001, subdivision b of the Mitigation Fee Act, there is a reasonable relationship between the amount of the fees and cost of providing the public safety facilities attributable to the development in the City upon which the fees are imposed in that the fees

have been calculated by apportioning the cost of transportation facilities acquisition and construction to the amount of transportation demand created by residents and employees attracted by each type of development.

4) The City finds pursuant to the California Environmental Quality Act ("CEQA") this action is not a "project" because the Resolution provides a mechanism for funding of transportation facilities but does not involve a commitment to any specific project for such purposes that may result in a potential significant impact on the Environment (CEQA guidelines Section 15378, Pub. Res. Code Section 21080(b)(8)(D)).

5) The cost estimates set forth in the Fee Study are reasonable estimates for acquiring and constructing transportation facilities and improvements and the fees expected to be generated by future development will not exceed the future projected cost of acquiring and constructing transportation facilities.

6) The method of allocation of the fees to particular development bears a fair relationship and is roughly proportional to each development's burden on and benefits from the transportation facilities to be funded by the fees, in that the fees are calculated based on the amount of transportation demand created by residents and employees attracted by each type of development.

7) The Fee Study is a detailed analysis of how transportation services will be affected by development in the City and the transportation facilities necessary to accommodate that development.

8) The fees are consistent with the General Plan and, pursuant to Government Code Section 65913.2, the City Council has considered the effects of the fees with respect to the City's housing needs as established in the housing element of the General Plan.

9) The fee amounts set forth in this Resolution include the fair and reasonable costs of administration of the fee programs and are within the requirements of the Mitigation Fee Act and other applicable law.

10) The fees are subject to adjustment, which approximate the fluctuation in market costs, and shall be adjusted annually in accordance with the Engineering News Record Construction Cost Index, San Francisco, California.

11) The City does hereby approve the following transportation impact fees on new residential and commercial development for transportation facilities as follows:

Residential Development

Type of Unit	Fee per Unit
Single Family Unit	$4,974
Townhome Unit	$2,586
Multiple Family Units	$3,084

Commercial Development

Type of Use	Fee per Square Foot
Office/Commercial	$4.41
Manufacturing/Research and Development	$2.41
Warehousing/Distribution	$4.82

(These fees shall be adjusted annually in accordance with the Engineering News Record Construction Cost Index, San Francisco, California.)

12) The city council may elect to waive the payment of the impact fee if a residential or nonresidential development project provides community benefits in excess of those required by the impacts of the project, and if the city council finds that the expected benefits to the community exceed those that would be provided by the payment of the Transportation Impact Fee. Such community benefits may include the provision of senior housing, the generation of significant taxes, or the elimination of nuisances.

13) The Transportation Impact Fees shall not apply to approved projects that are covered by a Development Agreement or Vesting Tentative Map unless the provisions of the document allow the application of such fees.

14) The Master Fee Schedule shall be amended to reflect the Transportation Impact fees as set forth in this Resolution.

15) Effective Date: This resolution shall be effective upon date of adoption of this Resolution. In accordance with Government Code Section 66017, the fees set by this Resolution shall be effective 60 days from the effective date of this Resolution.

16) Severability. Each component of the fees and all portions of this Resolution are severable. Should any individual component of the fees or other provisions of this Resolution be adjusted to be invalid and unenforceable, the remaining component or provisions shall be and continue to be fully effective, and the fees shall be fully effective except as to that component which has been judged to be invalid.

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on May 25, 2017, by Council Member Hannon, who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

AYES: Council Members Hannon, Freitas, Vice Mayor Bucci and Mayor Nagy

NOES: None

ABSENT: Council Member Collazo

SECONDED: Vice Mayor Bucci

APPROVED:

s/ALAN L. NAGY
Mayor

ATTEST:

s/SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:

s/DAVID J. BENOUN
City Attorney

APPENDIX H

RESOLUTION NO. 8802

RESOLUTION NO. 8802

RESOLUTION ESTABLISHING AN INCLUSONARY HOUSING IN-LIEU FEE SCHEDULE AND A NONRESIDENTIAL DEVELOPMENT HOUSING IMPACT FEE SCHEDULE IN ACCORDANCE WITH CHAPTER 17.18 OF THE NEWARK MUNICIPAL CODE

WHEREAS, the City Council of the City of Newark has established an inclusionary housing program which allows the payment of an in-lieu fee under certain circumstances; and

WHEREAS, the City Council has adopted a nonresidential development housing impact fee; and

WHEREAS, the City of Newark hired Economic and Planning Systems to prepare an Affordable Housing Fee Study, dated April 2004, which: (1) examined the amount of subsidy needed to produce housing units affordable to moderate, low, and very low income households; (2) found a clear nexus between the development of nonresidential land uses and the number of housing units that will be needed to accommodate for very low, low, and moderate income households as a result of the development; and (3) quantified this need; and

WHEREAS, for the nonresidential development impact fee, the City Council has determined that the fee shall be set at a rate lower than the maximum allowable because of the revenue generated by nonresidential uses, the subsidies that are provided by other sources, and the need to remain competitive with other cities.

NOW, THEREFORE, the City Council resolves as follows:

1. Amount of Fee

   a. To establish the inclusionary housing in-lieu fee at $6,704 per market rate unit, as calculated in the Affordable Housing Fee Study; and

   b. To establish the nonresidential development housing impact fee at $2.65 per square foot for new commercial development, and $0.49 per square foot for new industrial development, which are lower than the maximum allowable fee calculated in the Affordable Housing Fee Study; and

   c. To provide that these fees shall annually be revised effective July 1 of each year, commencing on July 1, 2005, by the percentage change in the Engineering News-Record's Building Cost Index, or a similar index designated by the City Manager, over the previous year.

2. Time of Payment

a. The inclusionary housing in-lieu fee shall be paid on a lump sum basis for the total development before the first Certificate of Occupancy is issued for any structure within the residential development project; and

b. The nonresidential development housing impact fee shall be paid prior to issuance of a building permit for any structure within the nonresidential development project.

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on May 27, 2004, by Vice Mayor Torrico who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

YES: Council Members Freitas, Johnson, Nagy, Torrico, and Mayor Smith

NOES: None

ABSENT: None

SECONDED: Council Member Nagy

APPROVED:

s/DAVID W. SMITH
Mayor

ATTEST:

s/KATHLEEN L. SLAFTER
Deputy City Clerk

APPROVED AS TO FORM:

s/GARY J. GALLIANO
City Attorney

APPENDIX I

NEWARK AFFORDABLE HOUSING STUDY

Economic &
Planning Systems
Real Estate Economics
Regional Economics
Public Finance
Land Use Policy

EXHIBIT D

FINAL REPORT

NEWARK AFFORDABLE HOUSING FEE STUDY

Prepared for

City of Newark

Prepared by.

Economic & Planning Systems, Inc.

April 2004

EPS #10222

BERKELEY
2501 Ninth St , Suite 200
Berkeley, CA 94710-2515
www epsys com
Phone 510-841-9190
Fax 510-841-9208

SACRAMENTO
Phone 916-649-8010
Fax 916-649-2070

DENVER
Phone 303-623-3557
Fax 303-623-9049

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I. INTRODUCTION AND SUMMARY OF FINDINGS

This Newark Fee Study Report provides the City of Newark with the necessary technical documentation for adoption and implementation of two development fees: (1) a Nonresidential Development Housing Impact Fee to fund the development of affordable housing within the City and (2) an Inclusionary Housing In-Lieu Fee, also designed to fund affordable housing

Following this Introductory Chapter, **Chapter II** describes the methodology and provides fee calculations for both the nonresidential housing impact fee and the inclusionary housing in-lieu fee In **Chapter III**, the proposed fees, as well as other existing fees, are compared with the total fee burden in other East Bay cities.

SUMMARY OF FINDINGS

The key findings from this Draft Report are provided below with a more detailed description of the analysis provided in subsequent chapters

1 **Inclusionary Housing In-Lieu Fee.** The subsidy requirements associated with providing 337 affordable housing units, consistent with the City of Newark's proposed inclusionary housing program, corresponds to an estimated maximum in-lieu fee of $6,704 per-market rate unit developed This estimate assumes that rental projects will receive federal and state affordable housing tax credits equal to 35 percent of production costs for low- and very low- income units

2 **Nonresidential Development Housing Impact Fee.** Assuming that nonresidential development pays 100 percent of its subsidy requirement, the estimated maximum non-residential impact fees are $9.47 per square foot for new commercial development and $1 76 per square foot for new industrial development This estimate assumes that rental projects will receive federal and state affordable housing tax credits equal to 35 percent of production costs for low- and very low-income units

3. **Regional Fee Comparison.** EPS compared the total burden from all development fees for various East Bay cities These comparisons indicate that if the two development fees are adopted at the levels identified in this Report, the total residential fee in Newark will be lower than the average fees of comparable jurisdictions The total fee charged to retail development would be roughly 2 percent lower than the average fee in comparable cities. However, the proposed fee for commercial/office would be roughly 61 percent higher than the average fee in comparable jurisdictions, while the fee charged to general industrial uses would be approximately 17 percent higher than average fees in nearby cities

II. AFFORDABLE HOUSING FEE CALCULATIONS

This Chapter provides the City of Newark with estimates of the expected maximum inclusionary housing in-lieu and nonresidential development housing impact fees. The analysis assumes that the affordable housing subsidy will be generated by both residential and nonresidential development.

INCLUSIONARY HOUSING IN-LIEU FEE

The first step in calculating an inclusionary housing in-lieu fee is to determine moderate-income, low-income and very low-income households' ability to pay for housing. Ability to pay is then compared with actual housing production costs to determine the affordability gap or difference between ability to pay and production cost The affordability gap is equivalent to the subsidy necessary to develop viable affordable housing The inclusionary in-lieu fee is calculated based on the affordability gap and inclusionary housing program requirements.

ABILITY TO PAY FOR HOUSING BY INCOME CATEGORY

California's Housing and Community Development Department defines income categories in relation to the County median income, depending upon household size Based on Alameda County median income, the upper income limit for the very low-income category is $34,475 for a 3-person household and $38,300 for a 4-person household. A household is defined as low income if its income is greater than those of very low-income families, but less than or equal to $44,818 for 3-person households, or $49,790 for 4-person households. A household is defined as moderate income if its income is greater than those of low-income households, but less than or equal to $68,950 for 3-person households, or $76,600 for 4-person households The income limits for each type of household are shown in **Table 1**

In **Table 2**, the income limits for low- and very low-income households are translated into an estimate of the maximum home price that each type of household could pay. For owner-occupied homes, the estimated annual income (see **Table 1**) for each group is multiplied by the HUD guideline of maximum mortgage-to-income ratio (0.25) to arrive at the maximum affordable monthly payment Next, the owner-occupied home value is calculated, assuming an annual interest rate of 7 percent, a 20 percent down payment, and a 30-year term loan.[1] Using the assumptions outlined above, a moderate-income

[1] While many low-income families are unlikely to have a 20 percent down payment, such a policy does permit the City to allocate its affordable housing funds more efficiently than if a lower down payment is assumed This also serves as an incentive for low-income families to save for a down payment Down payment assistance programs are also available

Table 1
Total Affordable Housing Need: Income Limits by Category
Newark Fee Studies; EPS #10222

Unit Type	Assumed Percent of Median (1)	Annual Income Limit 3-Person Household (2)	Annual Income Limit 4-Person Household (3)
Moderate Income	100%	$68,950	$76,600
Low Income	65%	$44,818	$49,790
Very Low Income	50%	$34,475	$38,300

(1) The California Department of Housing and Community Development defines Moderate Income as 80-120% of median income, Low Income as 50-80% of median income and Very Low Income as less than 50% of median income For this analysis, the midpoint of the income range is used in calculations requiring a single income limit.
(2) Based on HUD 2003, Alameda County median income for 3-person HH as $68950
(3) Based on HUD 2003, Alameda County median income for 4-person HH as $76600 .

Sources. ABAG, California Deptartment of Housing and Community Development, HUD; Economic & Planning Systems, Inc.

Table 2
Total Affordable Housing Need: Calculation of Ability to Pay for Housing by Income Category
Newark Fee Studies; #10222

	AFFORDABILITY CALCULATION				
	3-Person Household		4-Person Household		
Item	Monthly Payment	Affordable Home Value	Monthly Payment	Affordable Home Value	Notes
Moderate Income Category					
Owner-Occupied	$1,436	$269,888	$1,596	$299,832	(1) - (5)
Rental Units	$1,374	$188,123	$1,565	$214,313	(1) and (7) - (8)
Low Income Category					
Owner-Occupied	$934	$175,429	$1,037	$194,891	(1) - (5)
Rental Units	$820	$112,353	$945	$129,375	(1), (6), (7), (9)
Very Low Income Category					
Owner-Occupied	$718	$134,944	$798	$149,916	(1) - (5)
Rental Units	$587	$80,367	$683	$93,462	(1), (6), (7), (10)

(1) See Table 1 for Income Assumptions.
(2) Mortgage calculated using annual interest rate of 7 percent
(3) Mortgage calculated on 360-month loan
(4) Mortgage calculated assuming a 20 percent down payment.
(5) Assumes a mortgage-to-income ratio of 0 25
(6) Assumes a rent-to-income ratio of 0.3
(7) Assumes a capitalization rate of 8 5 percent, and management expenses (taxes, insurance and maintenance) of 3% of value
(8) Assumes monthly operating expenses of $350 for Moderate Income category, based on comparable expenses for Bay Area rental units
(9) Assumes monthly operating costs of $300 for Low Income category
(10) Assumes monthly operating costs of $275 for Very Low Income category.

Note: Due to rounding, some figures shown may differ slightly from actual calculations.

Source: Economic and Planning Systems, Inc

family can afford to pay between $270,000 (3-person household) and $300,000 (4-person household) for an owner-occupied home A low-income family can afford to pay between $175,000 (3-person household) and $195,000 (4-person household) for an owner-occupied home A very low-income household can afford to pay between $135,000 and $150,000.

For rental units, the maximum monthly payment is calculated using HUD's maximum housing expenses-to-income ratio of 0.3 and deducting estimated monthly operating costs. A capitalization rate of 8 5 percent is used to calculate the home value, based on projected net operating income (3 percent of home value to cover taxes, insurance and maintenance) Maximum affordable rental home values range from $188,000 to $214,000 for moderate-income households, $112,000 to $129,000 for low-income households and from $80,000 to $93,000 for very low-income households

HOUSING PRODUCTION COSTS

Table 3 compares the production costs of owner-occupied and rental units with the maximum home values that moderate-, low- and very low-income families are able to pay The affordability gap represents the subsidy that would be required to bridge the difference

The first column in **Table 3** shows estimated home production prices for four types of housing units. 2- and 3-bedroom owner-occupied units, and 2- and 3-bedroom rental units As shown, the cost to build a 2-bedroom owner-occupied home is roughly $263,000 Production cost includes land cost, building costs, marketing/sales cost and developer profit or fee The $263,000 estimate is lower than actual prices in the competitive market for several reasons. First, this analysis assumes that the City of Newark will hire a not-for-profit development firm to construct its affordable housing projects Given this assumption, marketing/sales costs and profit are lower than would be experienced with private (for-profit) development. Conversations with affordable housing developers active in the California market suggest that marketing/sales cost equal to one percent of new home sale proceeds and a developer fee equal to five percent of new home sale proceeds is realistic Private developers generally require a five percent marketing/sales cost and 20 percent developer fee

Second, it is important to point out that the net production costs shown for very low- and low-income rental units account for other potential funding sources For example, it is assumed that low- and very-low income rental units will qualify for Low Income Housing Tax Credits (LIHTC) sufficient to fund 35 percent of production costs. The federal LIHTC program makes tax credits available for rental projects that set aside units for low- and very low-income households The State of California operates a similar program A limited amount of tax credits valued at 9 percent of qualified project costs are made available each year and sold to project investors. In return for project equity that typically equals between 70 and 80 percent of production costs, the investor receives the tax credits for a period of ten years. Although the "9 percent" tax credits are highly

Table 3
Total Affordable Housing Need: Calculation of Subsidy Required
Newark Fee Studies, #10222

Unit Type	Housing Production Costs (1)			Ability to Pay (2)			Shortfall Per Unit (3)			Distribution of Affordable Units (4)			Weighted Shortfall		
	Production Costs	Tax Credits (A)	Net Costs	Moderate Income	Low Income (B)	Very Low Income	Moderate Income	Low Income (A) - (B) = (C)	Very Low Income	Moderate Income	Low Income (D)	Very Low Income	Moderate Income	Low Income	Very Low Income
Owner-Occupied															
3-Persons/2-Bed	$262,826	$0	$262,826	$269,888	$175,429	$134,944	$0	$87,397	N/A	21.3%	3.8%	N/A	$0	$3,277	N/A
4-Persons/ 3-Bed	$306,630	$0	$306,630	$299,832	$194,891	$149,916	$6,798	$111,739	N/A	21.3%	3.8%	N/A	$1,445	$4,190	N/A
Rental Units															
3-Persons/ 2-Bed	$219,022	(73,007)	$146,015	$188,123	$112,359	$80,367	$30,899	$33,662	$65,648	5.0%	10.0%	10.0%	$1,545	$3,366	$6,565
4-Persons/ 3-Bed	$262,826	(87,609)	$175,217	$188,123	$129,375	$93,462	$74,703	$45,842	$81,755	5.0%	10.0%	10.0%	$3,735	$4,584	$8,176
												Weighted Average Shortfall =	$38,882.96		

(1) Home value calculations assume production cost of $219.13/SF. Production cost includes marketing/sales cost of 1 percent of average new home sale proceeds and developer profit of 5 percent of average new home sale proceeds. Private (for-profit) developer marketing/sales cost and profit would be significantly higher. Marketing/sales cost and profit for affordable development were obtained from conversations with affordable housing developers active in the California market. Cost estimates were obtained from MEANS Square Foot Costs publications. Net costs assume that Low Income Housing Tax Credits (LIHTC) provide project equity equal to 35 percent of rental unit production costs. Additionally, developers are assumed to plan and build developments that qualify for LIHTC in all cases. Net costs are used to calculate fee. Owner-occupied units are assumed to be 1200SF for 2-bedroom homes, 1400 SF for 3-bedroom homes. Rental units are assumed to be 1000 SF for 2-bedrooms and 1200 SF for 3-bedroom units.

(2) See Table 2 for calculation of ability to pay.

(3) Very-Low Income Households are assumed to reside in rental units, so the subsidy required for owner-occupied units is not calculated.

(4) The distribution of affordable housing is based on the City of Newark's proposed inclusionary housing policy.

Note: Due to rounding, some figures shown may differ slightly from actual calculations.

Sources: MEANS Square Foot Costs, Economic & Planning Systems, Inc.

competitive, the "4 percent" credits are more widely available, and carry fewer restrictions. This type of tax credit typically attracts investment equal to between 30 and 40 percent of total development costs, according to the California Tax Credit Allocation Committee.

AFFORDABILITY GAP

The "affordability gap" refers to the difference between the amount that a low-income household is able to pay for housing and the cost of producing that housing. For example, as presented in **Table 3**, a low-income family of three can afford a maximum of approximately $175,000 for a 2-bedroom owner-occupied home. Given the $263,000 cost of producing the housing, the shortfall for the 3-person low-income family is about $88,000.

HOUSING SUPPLY BY INCOME CATEGORY

The City has asked that EPS evaluate an inclusionary housing program in which 15 percent of new units are affordable[2] Of the 15 percent, it is assumed that affordable housing will be evenly distributed across owner-occupied housing and rental housing based on zoning of residential land identified in the City of Newark Housing Element. Of the affordable owner-occupied housing, 15 percent must be affordable to households with low incomes. Furthermore, it is assumed that the remaining 85 percent of affordable owner-occupied housing will be made affordable for households with moderate incomes as developers will likely prefer to construct moderate-income units over very-low income units. Of the affordable rental units, 40 percent must be affordable to households with very-low income, 40 percent must be affordable to households with low income, and 20 percent must be affordable to households with moderate income

SUBSIDY REQUIRED TO ADDRESS AFFORDABLE HOUSING NEED

Given the distribution of affordable housing supply by income category established by the City's proposed inclusionary housing program, the weighted average shortfall per affordable unit is calculated to be $36,883 (**Table 3**) Multiplying the number of projected affordable units by the estimated shortfall per unit will calculate the total subsidy needed. This can then be divided by the projected number of market rate units to determine the fee per market rate unit. This is the same as multiplying the $36,883 shortfall by 17 6 percent (or 15/85) to account for the 15 percent affordable housing requirement This produces an in-lieu fee of $6,509 per market-rate unit. This fee is discussed in the context of forecasted development later in this chapter.

[2] The City's proposed inclusionary housing program applies to single family and multifamily developments with five or more units.

NONRESIDENTIAL DEVELOPMENT HOUSING IMPACT FEE

As new nonresidential development occurs in the City of Newark, thousands of new jobs will be created in the City. Because some of these jobs will be low-paying positions, the influx of new employees will create an increase in demand for affordable housing units. The purpose of the nonresidential development housing impact fee is to charge new development its fair share of costs to provide affordable housing as needed to new residents and employees.

FUTURE EMPLOYMENT GROWTH BY INDUSTRY

The first step in calculating the non-residential impact fee is to estimate the number of new jobs that are likely to be created by new development before the City is completely built out Based on City Planning Department estimates of development capacity in the City, EPS projects that 807 new commercial and 6,570 new industrial jobs will be created (see **Table 4**).[3]

PROJECTED INCOME BY INDUSTRY AND OCCUPATION

As shown in **Table 4**, the average salary in Alameda County is $27,954 for commercial workers and $49,984 for industrial workers[4] Within both of these industries is a variety of occupations ranging from executives and managers to clerical staff and machine operators **Table 4** shows the distribution of occupations for these industries in Alameda County, and allocates the forecasted new jobs to each occupation

To account for the income differential between these occupations, a salary factor was calculated using data obtained from the U.S Bureau of Labor Statistics For example, a clerical worker typically makes 72 percent of the average commercial or industrial income. Using the salary factor, estimated incomes are calculated for each industry by occupation. As shown in **Table 4**, an administrative/clerical worker has an estimated income of $20,161 in the commercial sector and $36,049 in the industrial sector.

HOUSEHOLD DEMAND GENERATED BY EMPLOYMENT GROWTH

In **Table 5**, the 807 new commercial jobs are translated into the number of housing units that will be demanded in the City of Newark. The first column in **Table 5** shows the occupational distribution that was presented in **Table 4** To adjust for youth workers,

[3] These estimates are based upon the availability of developable land that is zoned for commercial and industrial uses, respectively These estimates do not correspond to ABAG projections

[4] Average salaries for these industries were obtained from the 1997 Economic Census, and updated according to the consumer price index published by the Bureau of Labor Statistics

Table 4
Non-Residential Development Housing Impact Fee: Detailed Employment Information
Newark Fee Studies; #10222

Item	Salary Factor (1)	COMMERCIAL Occupational Distribution (2)	COMMERCIAL Jobs by Occupation (3)	COMMERCIAL Salary (4)	INDUSTRIAL Occupational Distribution (2)	INDUSTRIAL Jobs by Occupation (3)	INDUSTRIAL Salary (4)
All Occupations (5)			807 0	$27,954		6,569 8	$49,984
Distribution of Jobs by Occupation							
White Collar Employment							
Executive/Managerial	1 66	13 5%	109 1	$46,316	15 8%	1,035 5	$82,815
Professional/Specialty	1.50	20 9%	168 8	$41,995	23 0%	1,510 2	$75,089
Technicians and Related Support	0 71	4 5%	36 7	$19,737	4 8%	314 6	$35,290
Sales	0 69	15 9%	128 0	$19,312	5 2%	342.3	$34,531
Administrative/Clerical	0 72	12 0%	96 9	$20,151	17 2%	1,129 0	$36,049
Service Occupations	0 62	18 9%	152 2	$17,247	9 6%	630 1	$30,838
Blue Collar Employment							
Precision Production/Craft/Repair	0 99	4 8%	38 9	$27,625	8 1%	530 7	$49,395
Machine Operators/Assemblers	0 59	2 5%	20 1	$16,499	8 7%	572 6	$29,501
Transportation/Material Moving	0.75	3 0%	24 4	$20,833	4 9%	324 8	$37,250
Handlers/Helpers	0 54	4 0%	31 9	$15,105	2 7%	180 1	$27,008
Total Jobs		**100%**	**806 9**		**100%**	**6,569.9**	

(1) Occupations are assigned a salary factor to reflect varying wages for different occupations within the same industry These factors were calculated using Census data for the San Francisco Metropolitan Area, and were obtained from the Bureau of Labor Statistics
(2) New jobs are distributed by occupation using Census data for Alameda County Similar information for employment in Alameda County is not available
(3) The number of new jobs are allocated to different occupations using the "Occupational Distribution" percentages
(4) Salaries are estimated for each occupation by multiplying the "Salary Factor" by the "Average Salary"
(5) Number of jobs estimated in Newark Development Impact Fee Study, Final Report Average salary obtained from 1997 Economic Census Summary Statistics for Alameda County State numbers substituted as necessary Adjusted for 2003 CPI

Note: Due to rounding, some figures shown may differ slightly from actual calculations

Source U S Census, U S Bureau of Labor Statistics, Association of Bay Area Governments, Economic & Planning Systems, Inc

Table 5
Non-Residential Development Housing Impact Fee: Households Requiring Assistance for Commercial Sector
Newark Fee Studies; #10222

Item	Commercial Sector Jobs and Households				Two-Earner Households		One-Earner Households	
	New Jobs (1)	Percent Adult (2)	Adult Jobs	Households Created (3)	Number (4)	Income (5)	Number (4)	Income (5)
Assumptions								
Number of Employees per Household				1 70				
Percent of Households to Live in Newark				16%				
Percent of 2-Earner Households					72%		28%	
Occupational Distribution (1)								
White Collar Employment								
Executive/Managerial	109 1	96%	104 7	10 1	7 3	$92,632	2 8	$46,316
Professional/Specialty	168 8	96%	162 0	15 7	11 2	$83,990	4 4	$41,995
Technicians and Related Support	38 7	96%	35 2	3 4	2 4	$39,473	1 0	$19,737
Sales	128 0	63%	80 6	7 8	5 6	$38,624	2 2	$19,312
Administrative/Clerical	96 9	63%	61 1	5 9	4 2	$40,322	1 7	$20,161
Service Occupations	152 2	96%	146 1	14 1	10 1	$34,493	4 0	$17,247
Blue Collar Employment								
Precision Production/Craft/Repair	38 9	96%	37 4	3 6	2 6	$55,250	1 0	$27,625
Machine Operators/Assemblers	20 1	96%	19 3	1 9	1 3	$32,998	0 5	$16,499
Transportation/Material Moving	24 4	96%	23 4	2 3	1 6	$41,665	0 6	$20,833
Handlers/Helpers	31 9	96%	30 6	3 0	2 1	$30,210	0 8	$15,105
TOTAL	808 9		700 4	67 7	48 6		19 1	

(1) See Table 4 for detailed calculation
(2) Data obtained from the Bureau of Labor Statistics, Report on Youth Employment and 1997 Economic Census for State of California
(3) The number of new jobs is divided by a factor of 1 70 to adjust for the number of employees per household, as estimated by the Association of Bay Area Governments The resulting number of new households is multiplied by 16% to adjust for the number of households locating in Newark (Census)
(4) The number of new Newark households are allocated to single-earner families (28%) and double-earner families (72%)
(5) The estimated income by occupation (see Table 4) is multiplied by 2 for dual-income households
Note: Due to rounding, some figures shown may differ slightly from actual calculations
Source U S Census, U S Bureau of Labor Statistics, Association of Bay Area Governments, Economic & Planning Systems, Inc

Table 5b
Non-Residential Development Housing Impact Fee Households Requiring Assistance for Commercial Sector
Assistance for Commercial Sector
Revised Fee Studies, EPS #10222

Item	TOTAL NEW UNITS (1)			MODERATE INCOME				LOW INCOME				VERY LOW INCOME		TOTAL
				Owner-Occupied		Rental Units		Owner-Occupied		Rental Units		Rental Units		
	Moderate Income	Low Income	Very Low Income	2-Bed Units	3-Bed Units	2-Bed Units	3-Bed Units	2-Bed Units	3-Bed Units	2-Bed Units	3-Bed Units	2-Bed Units	3-Bed Units	Units/ Subsidy Required
Distribution of Housing Type (2)				40.5%	40.5%	9.5%	9.5%	13.6%	13.6%	36.4%	36.4%	50%	50%	
Occupational Distribution (3)														
White Collar Employment														
Executive/Managerial	2.8	0.0	0.0	1.2	1.2	0.3	0.3	0.0	0.0	0.0	0.0	0.0	0.0	2.8
Professional/Specialty	0.0	4.4	0.0	0.0	0.0	0.0	0.0	0.8	0.8	1.8	1.8	0	0.0	4.4
Technicians and Related Support	0.0	2.4	1.0	0.0	0.0	0.0	0.0	0.3	0.3	0.9	0.9	0	0.5	3.4
Sales	0.0	5.8	2.2	0.0	0.0	0.0	0.0	0.8	0.8	2.0	2.0	1.1	1.1	7.8
Administrative/Clerical	0.0	4.2	1.7	0.0	0.0	0.0	0.0	0.8	0.8	1.5	1.5	0.8	0.8	5.9
Service Occupations	0.0	0.0	14.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	7.1	7.1	14.1
Private household occupations (403-412)														
Protective service occupations (413-432)														
Service occupations, except protective and household (433-472)														
Farming, forestry, and fishing occupations (473-502)														
Blue Collar Employment														
Precision Production/Craft/Repair	2.6	0.0	1.0	1.0	1.0	0.2	0.2	0.0	0.0	0.0	0.0	0.5	0.5	3.6
Machine Operators/Assemblers	0.0	0.0	1.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.9	0.9	1.8
Transportation/Material Moving	0.0	1.6	0.6	0.0	0.0	0.0	0.0	0.2	0.2	0.6	0.6	0.3	0.3	2.3
Handlers/Helpers	0.0	0.0	3.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.5	1.5	3.0
	5.4	18.3	25.4	2.2	2.2	0.5	0.5	2.5	2.5	6.7	6.7	12.7	12.7	49.2
Calculation of Subsidy Required														
Subsidy Required per Unit				$0	$6,798	$30,699	$74,703	$87,397	$111,739	$53,862	$45,842	$85,648	$81,755	
Gross Subsidy Required				$0	$14,978	$16,018	$36,727	$218,232	$279,014	$224,143	$305,251	$853,879	$1,038,485	$2,968,727

(1) According to the salary estimated for each occupation in Table 4, households are placed into income categories, as defined by HUD's income limits for 2003
(2) The distribution of unit type within each income category is consistent with the City's proposed inclusionary housing policy
(3) Occupational distribution described in Table 4
Note: Due to rounding, some figures shown may differ slightly from actual calculations
Source: U.S. Census; U.S. Bureau of Labor Statistics; Association of Bay Area Governments; Economic & Planning Systems, Inc.

who will not require housing units and are particularly common in the commercial sector, youth employment data from the Bureau of Labor Statistics is used to estimate the number of new jobs that will be held by adults

According to ABAG Projections (2000), there is an average of 1.7 workers per household in the area immediately surrounding Newark [5] So, the estimated 700 adult jobs expected in the commercial sector were divided by the 1 7 employee-per-household factor to arrive at an estimate of 412 new households expected to be formed by new employees. Of this total, only 16 percent are likely to be demanded within the City, based upon journey-to-work data for the City of Newark obtained from the 2000 Census The result of these calculations is an estimated 68 households that will require housing in the City of Newark. The remaining 344 households are expected to locate in other jurisdictions.

AFFORDABLE HOUSING DEMAND GENERATED BY NEW EMPLOYMENT

As indicated earlier, ABAG estimates that the average household has 1.7 employees. The next set of calculations in **Table 5** is designed to allocate the number of new households demanded to one- and two-earner households. It is assumed that 72 percent of new households will be composed of two wage earners, and the estimated salary for each occupation is multiplied by two to yield an estimated household income The remaining 28 percent of households are assumed to be comprised of one earner, and the total household income is estimated to equal the salary for each occupation, as shown in **Table 5** [6]

On the second page of **Table 5**, these households are categorized by income category according to the income limits described in the first section of this Chapter. As shown, it is estimated that approximately 5 moderate-income households, 18 low-income households and 25 very low-income households will be created within the City of Newark. In the next three sets of columns, the number of new affordable housing units was distributed by unit type and size.[7] At the bottom of each column is the total subsidy required for that type of unit, using the same per unit subsidy that was calculated in **Table 3** The final column of **Table 5** shows the total number of affordable units required for the commercial sector, as well as the total subsidy required

As shown, new commercial development generates the need for $2.97 million in affordable housing subsidies for the 49 affordable housing units required. A similar analysis is conducted for the industrial sector in **Table 6**. Industrial development is responsible for an estimated $9 21 million in affordable housing subsidies for 350 units. Thus, the total nonresidential subsidy requirement is approximately $12 18 million

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[5] Area includes the cities of Newark, Union City, Fremont, Hayward, San Leandro, Dublin and Pleasanton

[6] The number of households are allocated to single -earner families (28%) and double -earner families (72%) based on Census 2000 data from Newark

[7] Affordable housing unit distribution is consistent with the requirements of the proposed inclusionary housing policy

Table 6
Non-Residential Development Housing Impact Fee: Households Requiring Assistance for Industrial Sector
Newark Fee Studies, #10222

Item	Industrial Sector Jobs and Households				Two-Earner Households		One-Earner Households	
	New Jobs (1)	Percent Adult (2)	Adult Jobs	Households Created (3)	Number (4)	Income (5)	Number (4)	Income (5)
Assumptions								
Number of Employees per Household				1 70				
Percent of Households to Live in Newark				16%				
Percent of 2-Earner Households					72%		28%	
Occupational Distribution (1)								
White Collar Employment								
Executive/Managerial	1,035 5	100%	1,035 5	100 1	71 9	$165,630	28 2	$82,815
Professional/Specialty	1,510 2	100%	1,510 2	145 9	104 8	$150,178	41 1	$75,089
Technicians and Related Support	314 6	100%	314 6	30 4	21 8	$70,580	8 6	$35,290
Sales	342 3	100%	342 3	33 1	23 8	$69,062	9 3	$34,531
Administrative/Clerical	1,129 0	100%	1,129 0	109 1	78 4	$72,098	30 7	$36,049
Service Occupations	630 1	96%	604 9	58 4	42 0	$61,675	16 5	$30,838
Blue Collar Employment								
Precision Production/Craft/Repair	530 7	100%	530 7	51 3	36 8	$98,789	14 4	$49,395
Machine Operators/Assemblers	572 6	100%	572 6	55 3	39 7	$59,002	15 6	$29,501
Transportation/Material Moving	324 8	100%	324 8	31 4	22 5	$74,500	8 8	$37,250
Handlers/Helpers	180 1	100%	180 1	17 4	12 5	$54,017	4 9	$27,008
TOTAL	6,569 9		6,544 7	632 3	454 3		178 1	

(1) See Table 4 for detailed calculation
(2) Data obtained from the Bureau of Labor Statistics, Report on Youth Employment and 1997 Economic Census for State of California
(3) The number of new jobs is divided by a factor of 1 70 to adjust for the number of employees per household, as estimated by the Association of Bay Are Governments The resulting number of new households is multiplied by 16% to adjust for the number of households locating in Newark (Census)
(4) The number of new Newark households are allocated to single-earner families (28%) and double-earner families (72%)
(5) The estimated income by occupation (see Table 4) is multiplied by 2 for dual-income households
Note Due to rounding, some figures shown may differ slightly from actual calculations
Source U S Census, U S Bureau of Labor Statistics, Association of Bay Area Governments, Economic & Planning Systems, Inc

Table 6b
Non-Residential Development Housing Impact Fee Households Requiring Assistance for Industrial Sector
Newark Fee Studies, [illegible] #1 0222

Item	TOTAL NEW UNITS (1)			MODERATE INCOME				LOW INCOME				VERY LOW INCOME (2)		TOTAL
				Owner-Occupied		Rental Units		Owner-Occupied		Rental Units		Rental Units		
	Moderate Income	Low Income	Very Low Income	2-Bed Units	3-Bed Units	2-Bed Units	3-Bed Units	2-Bed Units	3-Bed Units	2-Bed Units	3-Bed Units	2-Bed Units	3-Bed Units	Units/ Subsidy Required
Distribution of Housing Type (2)				40 5%	40 5%	9 5%	9 5%	13 6%	13 6%	38 4%	38 4%	50%	50%	
Occupational Distribution (3)														
White Collar Employment														
Executive/Managerial	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0
Professional/Specialty	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0	0 0
Technicians and Related Support	21 8	8 6	0 0	8 8	8 8	2 1	2 1	1 2	1 2	3 1	3 1	0 0	0	30 4
Sales	23 8	9 3	0 0	9 6	9 6	2 3	2 3	1 3	1 3	3 4	3 4	0 0	0 0	33 1
Administrative/Clerical	76 4	30 7	0 0	31 7	31 7	7 5	7 5	4 2	4 2	11 2	11 2	0 0	0 0	109 1
Service Occupations	42 0	0 0	16 5	17 0	17 0	4 0	4 0	0 0	0 0	0 0	0 0	8 2	8 2	58 4
Blue Collar Employment														
Precision Production/Craft/Repair	14 4	0 0	0 0	5 6	5 6	1 4	1 4	0 0	0 0	0 0	0 0	0 0	0 0	14 4
Machine Operators/Assemblers	39 7	0 0	15 6	16 1	16 1	3 8	3 8	0 0	0 0	0 0	0 0	7 8	7 8	55 3
Transportation/Material Moving	22 5	8 8	0 0	9 1	9 1	2 1	2 1	1 2	1 2	3 2	3 2	0 0	0 0	31 4
Handlers/Helpers	12 5	0 0	4 9	5 1	5 1	1 2	1 2	0 0	0 0	0 0	0 0	2 4	2 4	17 4
	255 2	57 4	36 9	103 3	103 3	24 3	24 3	7 8	7 8	20 9	20 9	18 5	18 5	349 5
Calculation of Subsidy Required														
Subsidy Required per Unit				$0	$6,798	$30,889	$74,703	$87,397	$111 739	$33 862	$45,842	$85,648	$81,755	
Gross Subsidy Required				$0	$702,085	$750,879	$1,815,364	$684 422	$875 049	$702 962	$957,333	$1 212,389	$1,509 868	$9,210,362

(1) According to the salary estimated for each occupation in Table 4, households are placed into income categories, as defined by HUD's income limits for 2003
(2) The distribution of unit type within each income category is consistent with the City's proposed inclusionary housing policy
(3) Occupational distribution described in Table 4
Note Due to rounding, some figures shown may differ slightly from actual calculations
Source U S Census, U S Bureau of Labor Statistics, Association of Bay Area Governments, Economic & Planning Systems, Inc

To calculate the nonresidential housing impact fee, the total subsidy needs must be divided among the number of developable commercial and industrial square feet to arrive at the per square foot fee for each type of development. The $2.97 million in subsidy requirements attributed to commercial growth was divided by nearly 323,000 square feet of anticipated development to arrive at a fee of $9 20 Likewise, the industrial subsidy requirement of $9.21 million was divided by 5.4 million developable square feet to arrive at a per square foot fee of $1.71. These calculations are shown in **Table 7.**

AFFORDABLE HOUSING AND ASSOCIATED FEE REVENUE

The proposed inclusionary housing program is projected to produce a total of 337 housing units that are affordable to households with moderate incomes or less. This figure is based on the inclusionary housing program requirement that 15 percent of new units be affordable, and City of Newark Housing Element projected construction of 2,249 units subject to the inclusionary housing program through buildout.[8] While the City's proposed inclusionary housing program is aimed at producing units, an in-lieu fee is allowed as an alternative under certain circumstances This fee, calculated at $6,509 per market rate unit, is sufficient to cover the affordability gap between the amount very low, low and moderate income households can pay and the cost to construct the unit. If all new market rate residential development (1,912 units) were to pay the in-lieu fee, revenue would come to $12.4 million This is the subsidy needed to provide 337 affordable units

New nonresidential development in Newark is expected to generate demand for 399 affordable housing units The subsidy needed for 399 units is $12.2 million. If all projected new nonresidential development were to pay the maximum possible fee, which is described in Table 11, the revenue generated would match the needed subsidy of $12 2 million

In sum, the City of Newark inclusionary housing program and non-residential development housing impact fee are anticipated to provide a maximum of 736 affordable units. **Table 8** details this forecast of affordable housing supply. The estimated maximum total subsidy that could be provided by the in-lieu fee and the impact fee combined would be approximately $24 6 million

EPS recommends that the fee program include an additional amount equal to 3 percent of the total affordable housing fee revenue to cover City administrative costs. Specifically, this "administrative fee" would be included to cover City program costs

[8] The City expects 2,249 housing units within developments of five or more units, with 54 additional units in smaller developments

Table 7
Calculation of Non-Residential Development Housing Impact Fees
Newark Fee Studies; #10222

SUBSIDY TO BE FUNDED BY NON-RESIDENTIAL LINKAGE FEES

Subsidy	Total Subsidy	Forecast of Square Feet	Subsidy/Sq.Ft.	Notes
Non-Residential Subsidy Requirements Attributed to Commercial Growth	$2,968,727	322,780 Sq Ft	$9 20	(1), (2)
Non-Residential Subsidy Requirements Attributed to Industrial Growth	$9,210,362	5,400,400 Sq Ft	$1 71	(3), (4)

(1) See Table 3 for calculation of subsidy requirements
(2) Commercial fee is equal to the commercial growth subsidy requirements divided by the forecasted number of new commercial square feet
(3) See Table 3 for calculation of subsidy requirements
(4) Industrial fee is equal to the industrial growth subsidy requirements divided by the forecasted number of new industrial square feet
Note: Due to rounding, some figures shown may differ slightly from actual calculations
Sources: City of Newark, ABAG, Economic & Planning Systems, Inc

Table 8
Comparison of Projected Affordable Housing Demand and Supply
Newark Fee Studies, [illegible] 8/10/22

Unit Type	Projected Affordable Housing Demand: Allocation of Housing by Income (1)	Projected Affordable Housing Demand: Distribution of All New Units by Income (2)	Projected Affordable Housing Supply: In-Lieu Fee Distribution of Affordable Housing Units (3): Ownership Units: 3-Person 2-Beds	In-Lieu Fee: Ownership Units: 4-Person 3-Beds	In-Lieu Fee: Rental Units: 3-Person 2-Beds	In-Lieu Fee: Rental Units: 4-Person 3-Beds	Impact Fee Distribution of Affordable Housing Units (3): Ownership Units: 3-Person 2-Beds	Impact Fee: Ownership Units: 4-Person 3-Beds	Impact Fee: Rental Units: 3-Person 2-Beds	Impact Fee: Rental Units: 4-Person 3-Beds	In-Lieu and Impact Fee Combined Distribution of Affordable Housing Units: All Units
Moderate	28%	845	71.7	71.7	16.9	16.9	105.5	105.5	24.8	24.8	437.7
Low Income	9%	207	12.7	12.7	33.7	33.7	10.3	10.3	27.5	27.5	168.5
Very Low Income	16%	369	0.0	0.0	33.7	33.7	0.0	0.0	31.2	31.2	129.8
Total Affordable Units	53%	1,221	84.3	84.3	84.3	84.3	115.8	115.8	83.5	83.5	736.0

(1) ABAG's Regional Housing Needs Determination
(2) City of Newark Housing Element and ABAG's Regional Housing Needs Determination. Note that the total number of units is 2,303, of which 2,249 is the number anticipated to be subject to the inclusionary housing policy. This excludes housing developments with fewer than five units
(3) Distribution is based on the City of Newark Proposed Inclusionary Housing Policy

Note: Due to rounding, some figures shown may differ slightly from actual calculations
Sources: ABAG, HUD; Spangle & Associates, Economic & Planning Systems, Inc

such as additional staff time, consultant fees, and land carrying costs (e.g. the cost of buying land with City funds and holding it until an affordable housing developer is located).

The additional administrative fee brings the in-lieu fee to $6,704 per market rate unit and the impact fee to $9 47 and $1.76 per square foot for commercial and industrial development, respectively Including the additional three percent administrative fee, the estimated maximum total subsidy provided by both the in-lieu fee and the impact fee combined is approximately $25 4 million

AFFORDABLE HOUSING DEMAND

According to ABAG's Regional Housing Needs Determination (RHND), there is a need in the City for 28 percent of new housing units to be affordable to moderate income households. Similarly, low income households will need 9 percent of new units and very low income households will require 16 percent Given the total number of units that the city can accommodate (2,303) as calculated in the Housing Element and updated by the Planning Department, the RHND distribution suggests demand for 645 moderate income units, 207 low income units, and 369 very low income units

The proposed inclusionary housing program is projected to produce a total of 337 housing units that are affordable to households with moderate incomes or less. If the non-residential development housing impact fee were funded at the maximum level possible, that fee would generate sufficient funds to subsidize an additional 399 units The total of 736 affordable units is less than the 1,221 units of affordable housing needed, according to the Newark Housing Element projections and the RHND distribution.

Table 8 compares the number of housing units that will be needed in the city and the number of housing units that could be provided by the inclusionary housing program and the non-residential development housing impact fee by income level For each income category, the RHND forecasts a higher number of affordable units needed than the inclusionary housing program and maximum impact fee could subsidize. There are no income categories for which the proposed inclusionary housing program and impact fee would oversupply affordable units.

III. REGIONAL FEE COMPARISON

The purpose of this Chapter is to guide the City's policy decision making by comparing the proposed fees with the total fee burden charged by several jurisdictions in the East Bay that are adjacent to or within close proximity of the City of Newark[9] EPS reviewed the development fees of seven cities, including Fremont, Union City, Milpitas, Hayward, Pleasanton, Livermore, and Dublin The fee comparisons are summarized in **Table 9.**

The comparisons indicate that if the fee levels for the two fees described in this Report are adopted at the maximum levels, then the total residential fee in Newark will be less than the average fees of comparable jurisdictions. Likewise, the retail fee will be roughly 2 percent lower than the average fee in nearby cities On the other hand, the proposed commercial fee would be roughly 61 percent higher than the average fee found in comparable municipalities, and the industrial fee would be approximately 17 percent higher than average fees found in nearby cities (please note that the City may adopt a lower fee).

METHODOLOGY

As shown in **Tables 10** through **14**, the fee comparisons evaluate five land uses including single-family, multifamily, retail, commercial/office, and general industrial. The residential comparison analyzes the average fees per unit for the following two prototypes· a 2,200-square-foot home with a 450-square foot garage, at 6 6 units per acre, and a 1,000-square-foot unit in a 100-unit complex on 3 8 acres The prototypes for the nonresidential comparison include a 20,000-square-foot convenience retail project on 1 84 acres, a 50,000-square-foot commercial/office project on 2.67 acres, and a 50,000-square-foot industrial project on 2.3 acres.

The data used in the fee comparisons are based on interviews and other information obtained from each City since August 2003 It is often difficult to compare fees for generic projects because much development occurs in areas that have special project fees and/or assessments The prototype projects and fees included in this analysis are assumed to occur in areas where the majority of development capacity is located in each jurisdiction. In some cases this means that an assessment is applicable

Newark retail fees, including the maximum non-residential development housing impact fee, would total $17.49 per square foot, which is about 2 percent lower than the East Bay cities studied The commercial/office fee, including the maximum impact fee, would be approximately 61 percent higher than average The industrial fee, including the maximum impact fee, would total $5 72 per square foot, which is roughly 17 percent higher than the average fee charged in similar East Bay cities

[9] City fees in this analysis include only development impact fees, the comparisons do not include building permit/plan check fees because these are not used to fund facilities, but rather to pay for staff time.

Table 9
Regional Comparison of Total Development Fees
City of Newark Fee Studies; ▒▒ # 10222

Land Use Type	Existing Newark	Proposed Newark	Fremont	Union City	Milpitas	Hayward	Pleasanton	Livermore	Dublin	Average of Comparison Cities
Single Family Unit	$23,552	**$33,254**	$45,416	$53,619	$15,398	$20,490	$54,651	$66,180	$67,968	**$46,246**
Multi-Family Unit	$17,011	**$25,993**	$32,509	$42,397	$12,779	$14,153	$36,063	$60,175	$47,145	**$35,031**
Retail	$8.02	**$17.49**	$12 58	$4 02	$9 94	$6 36	$28.99	$20 91	$41 93	**$17.82**
Commercial/Office	$8 02	**$17.49**	$9 66	$2 80	$3 42	$4 58	$16 93	$20 51	$18 22	**$10.88**
General Industrial	$3.96	**$5.72**	$4.62	$2 74	$2.29	$3 02	$15 30	$4 37	$1.89	**$4.89**

Sources: Respective Planning Departments, Economic & Planning Systems, Inc

Caution: These figures are estimates meant for planning and comparison purposes only. Actual fees for a given parcel could be different. ▒▒ makes no representation that all items for all areas are current as of today. Some fees may have been updated since estimates shown in this table were made.

Table 10
Single Family
Development Fees Per Unit
Based on a 2,200 sq.ft unit, 450 sq.ft garage and an average of 6 6 units per acre.

	Newark (1)	Fremont	Union City	Milpitas (3)	Hayward	Pleasanton (2)	Livermore	Dublin
Development Impact Fees Per Unit								
Drainage Fees					$153 (4)	$1,126	$1,795 (5)	$1,149 (6)
Sewer Connection Fee	$2,618	$2,846 (9)	$2,846 (9)	$1,121	$3,391	$10,400	$9,850	$9,900
Water Connection Fee	$8,380	$10,360 (10)	$10,380 (10)	$506	$5,022 (11)	$11,820 (12)	$13,322 (8)	$15,765 (7)
Transportation	$876	$2,254	$93 (13)	$900		$5,007 (15)	$5,969 (15)	$5,843
Park Facilities Fee		$7,219						
Park Dedication-in-Lieu Fee	$2,998	$13,529	$19,000 (14)	$8,625	$3,000	$4,911	$9,413	$14,040 (18)
Fire-Police Impact Fee/Public Safety Fee	$1,515	$278						$821
Affordable Housing/Low income housing	$8,704					$3,203	$13,585 (16)	$3,968 (17)
Public Facilities/Capital Facilities Fee	$1,508	$2,578	$8,908			$3,312		$3,865 (18)
Other General Fees/One-Time Taxes	$270	$1,644 (21)	$3,084 (22)		$1,950 (20)			$4 7 (19)
School District Fees (23), (24)	$8,404	$4,708	$9,328	$4,246	$6,874	$14,872	$12,248	$12,693
Total Development Impact Fees Per Unit	$33,254	$45,416	$53,619	$15,398	$20,490	$54,651	$68,180	$67,968

Water Meter Assumptions One 5/8" meter

(1) Includes estimates of the new affordable housing fee as well as existing fees
(2) Assumes development is not in Ruby Hill area
(3) Milpitas fees are based by location and project type Fees in this analysis are estimates based on previous calculations by City staff
(4) A flat fee for drainage includes system and appurtenance for 100 linear feet, tie-in to existing and standard structures - manholes, vaults, etc Additional costs apply to each additional 100 LF and non-standard structure
(5) Includes City fee and County (Zone 7) fee, the County fee charge per square foot of impervious surface
(6) Based on $0 522 per square foot of impervious surface
(7) Includes DSRSD water connection fees, assembly fee and Zone 7 fee for General Service Area, includes 5/8" water meter
(8) Includes 5/8" water meter
(9) Provided by Union Sanitary District, this updated fee is to be effective as of September, 2003 Based on the minimum amount charged Amount varies by project
(10) Service provided by Alameda County Water District, and includes 5/8" meter and service line installation as well as facilities connection charge
(11) Services provided by City of Hayward
(12) Includes Zone 7 District fee, which applies to all new development in the City
(13) Based on $617 per acre
(14) City of Union City calculates park dedication in-lieu fees on a case by case basis
(15) Includes the Traffic Impact Fee and the Tri-Valley Transportation Development Fee
(16) Maximum amount that can be charged
(17) Based on the fee of $79,754 per unit for each residential unit required but not built (i e , 5% of the total number of units) in a project of 20 units or more
(18) Assumes fees for Eastern Dublin, which is slightly higher than that of Western Dublin
(19) Noise Mitigation Fee for Eastern Dublin projects only
(20) Includes Supplemental Building Construction and Improvement Tax and Building Construction and Improvement Tax
(21) The City of Fremont charges a Construction Business Tax
(22) Union City charges infrastructure improvement fee for residential development in Dekoto Industrial Park Study Area (DIPSA), representing about 1/10 of the City The fee includes DIPSA fee of $2783 plus $300 of Mission Blvd paving fee
(23) Provided by Unified School District
(24) Fees per square foot are $2 05 for Fremont and Alameda, $3 85 for Union City, $1 93 for Oakland and Milpitas, $1 84 for Hayward, and $6 50 for Pleasanton

Source Respective Planning Departments, Economic & Planning Systems, Inc

Caution: These figures are estimates meant for planning and comparison purposes only Actual fees for a given parcel could be different. [illegible] makes no representation that all items for all areas are current as of today Some fees may have been updated since estimates shown in this table were made

Table 11
Multi-Family
Development Fees Per Unit
Based on a 1,000 sq ft. unit, 100 unit complex on 3 8 acres, with an average of 26 1 units per acre.

	Newark (1)	Fremont	Union City	Milpitas (2)	Hayward	Pleasanton (3)	Livermore	Dublin
Development Impact Fees Per Unit								
Storm Drainage					$153 (4)	$512	$834 (5)	$522 (6)
Sewer Connection Fee	$2,618	$2,848 (9)	$2,846 (9)	$818	$3,018	$6,854	$9,850	$7,425
Water Connection Fee	$7,390	$9,390 (8)	$9,390 (8)	$506	$5,022 (10)	$11,820 (10)	$13,322 (7)	$15,765 (8)
Transportation	$503	$1,749	$71 (11)	$900		$3,505 (12)	$3,642 (12)	$4,470 (13)
Park Facilities Fee		$4,805						
Park Dedication-in-Lieu Fee	$2,278	$9,006	$17,000 (12)	$8,625	$2,300	$3,524	$9,413	$8,776 (16)
Fire-Police Impact Fee/Public Safety Fee	$1,737	$185						$513
Affordable Housing/Low income housing	$6,704					$1,088	$13,585 (14)	$3,988 (15)
Public Facilities/Capital Facilities Fee	$1,373	$1,716	$6,282			$2,020		$2,477 (16)
Other General Fees/One-Time Taxes	$270	$1,122 (19)	$2,568 (20)		$1,410 (18)			$2 9 (17)
School District Fees (21), (22)	$3,120	$1,890	$4,240	$1,930	$2,250	$6,760	$9,529	$3,206
Total Development Impact Fees Per Unit	**$25,993**	**$32,509**	**$42,397**	**$12,779**	**$14,153**	**$38,063**	**$60,175**	**$47,145**

(1) Includes estimates of the new affordable housing fee as well as existing fees
(2) Milpitas fees are based by location and project type Fees in this analysis are estimates based on previous calculations by City staff
(3) Assumes development is not in Ruby Hill area
(4) A flat fee for drainage includes system and appurtenance for 100 linear feet, tie-in to existing and standard structures - manholes, vaults, etc Additional costs apply to each additional 100 LF and non-standard structure
(5) Includes City fee and County (Zone 7) fee, the County fee charge per square foot of impervious surface
(6) Based on $0 522 per square foot of impervious surface
(7) Includes 5/8" meter
(8) Includes DSRSD water connection fees, assembly fee and Zone 7 fee for General Service Area, includes 5/8" water meter
(9) Provided by Union Sanitary District, this updated fee is to be effective as of September, 2003 Based on the minimum amount charged Amount varies by project
(10) Services provided by City of Hayward
(11) Based on $1,853 per acre
(12) Duplex rate is assumed For single lot projects of less than two units, a bedroom tax fee is sometimes charged instead of park in-lie fees at a rate of $260 per bedroom
(13) Includes the Traffic Impact Fee and the Tri-Valley Transportation Development Fee
(14) Maximum amount that can be charged
(15) Based on the fee of $79,754 per unit for each residential unit required but not built (i e , 5% of the total number of units) in a project of 20 units or more
(16) Assumes fees for Eastern Dublin, where most of new developments take place
(17) Noise Mitigation Fee for Eastern Dublin projects only
(18) Includes Supplemental Building Construction and Improvement Tax and Building Construction and Improvement Tax
(19) The City of Fremont charges a Construction Business Tax
(20) Union City charges infrastructure improvement fee for residential development in Dekoto Industrial Park Study Area (DIPSA), representing about 1/10 of the City The fee includes DIP $2268 plus $300 of Mission Blvd paving fee
(21) Provided by Unified School District
(22) Fees per square foot are $2 05 for Fremont and Alameda, $3 85 for Union City, $1 93 for Oakland and Milpitas, $1 84 for Hayward, and $6 50 for Pleasanton

Source Respective Planning Departments, Economic & Planning Systems, Inc

Caution: These figures are estimates meant for planning and comparison purposes only Actual fees for a given parcel could be different [illegible] makes no representation that all items for all areas are current as of today. Some fees may have been updated since estimates shown in this table were made.

Table 12
Retail
Development Fees Per Sq Ft
Based on a 20,000 Sq Ft. Project, an estimated 1 84 acres, with a 0.25 F.A R.

	Newark (1)	Fremont	Union City	Milpitas (3)	Hayward	Pleasanton (2)	Livermore	Dublin
Development Fees Per Sq.Ft								
Storm Drainage					$0 01 (4)	$0 51	$0 62 (5)	$0 52
Sewer Connection Fee	$2 97	$1 34 (6)	$1 34 (6)	$0 63	$0 17 (7)	$3 78	$0 49 (8)	$2 51
Water Connection Fee	$1 22	$2 17 (9)	$2 17 (9)	$0 12	$1 89	$13 03 (12)	$6 66 (10)	$15 03 (16)
Transportation	$1 29	$7 94 (11)	$0 17 (14)	$9 00		$10 36 (13)	$11 99 (13)	$21 82 (17)
Park Facilities Fee								
Park Dedication-in-Lieu Fee								$1 29 (18)
Fire-Police Impact Fee / Public Safety Fee	$1 70	$0 10						$0 12
Affordable Housing / Low income housing	$9 47					$0 55	$0 81	
Public Facilities/ Capital Facilities Fee	$0 22	$0 69				$0 41		$0 27 (18)
Other General Fees/One-Time Taxes	$0 32				$3 96 (15)			$0 02 (19)
School District Fees	$0.31	$0 34	$0 34	$0 19	$0 34	$0 34	$0 34	$0 34
Total Development Fees Per Sq.Ft	**$17.49**	**$12 58**	**$4.02**	**$9.94**	**$6 36**	**$28.99**	**$20 91**	**$41.93**

Water Meter Assumptions Two 1 5" meters, one for domestic use and one for irrigation use Meter size may be different project by project

(1) Includes estimates of the new affordable housing fee as well as existing fees
(2) Assumes development is not in Ruby Hill area
(3) Milpitas fees are based by location and project type Fees in this analysis are estimates based on previous calculations by City staff
(4) Drainage fees vary depending on amount of linear feet and kinds of structures required Base fee is $153 which includes 100 linear feet
(5) Includes City fee and County (Zone 7) fee charged per square foot of impervious surface
(6) Provided by Union Sanitary District, this updated fee is to be effective as of September, 2003
(7) Based on a minimum fee of $3,391 Fees vary based on per gallon of daily capacity, pounds per year of biochemical oxygen demand and pounds per year of biochemical oxygen demand and suspended solids Amount varies by project size and type
(8) Assumes a minimum of 8 fixtures Livermore charges a $1,125 fee for each fixture Fixtures will vary by project size and type
(9) Service provided by Alameda County Water District, and includes 1 5" meter and service line installation as well as facilities connection charge
(10) Includes 1 5' meter
(11) Impact fee for fast food/convenience markets/ gas stations A one time exemption applies to retail additions up to 10% of existing floor area, but limited to 750 square feet
(12) Includes Zone 7 District fee, which applies to all new development in the City
(13) Includes the Traffic Impact Fee and the Tri-Valley Transportation Development Fee
(14) Based on $1,853 per acre
(15) Includes Supplemental Building Construction Improvement Tax
(16) Assumes 1 5" turbo water meters, includes DSRSD and Zone 7 water connection fee and assembly fee
(17) Includes Regional Traffic Fee of $1 14/SqFt and Traffic Impact and Pleasanton Interchange fee of $517 per trip generated by the project Assumes fee rate for Eastern Dublin and average daily rate of 40 trips per project
(18) Assumes fees for Eastern Dublin, which is slightly higher than Western Dublin
(19) Includes noise mitigation fee

Source Respective Planning Departments, Economic & Planning Systems, Inc

Caution - These figures are estimates meant for planning and comparison purposes only. Actual fees for a given parcel could be different. [illegible] makes no representation that all items for all areas are current as of today. Some fees may have been updated since estimates shown in this table were made.

Table 13
Commercial/Office
Development Fees Per Sq.Ft.
Based on a 50,000 Sq.Ft. Project, an estimated 2.67 acres, with a 0.43 F.A.R.

	Newark (1)	Fremont	Union City	Milpitas (3)	Hayward	Pleasanton (2)	Livermore	Dublin
Development Fees Per Sq.Ft.								
Storm Drainage					$0.003 (4)	$0.51	$0.62 (5)	$0.52
Sewer Connection Fee	$2.97	$1.34 (6)	$1.34	$0.70	$0.07 (7)	$2.36	$0.20 (8)	$2.51
Water Connection Fee	$1.22	$1.02 (9)	$1.02 (8)	$0.08	$1.17	$7.01 (10)	$4.26 (11)	$8.29 (15)
Transportation	$1.29	$5.70	$0.10 (13)	$2.34		$5.53 (12)	$14.57 (12)	$3.28 (16)
Park Facilities Fee								
Park Dedication-in-Lieu Fee								$2.51 (17)
Fire-Police Impact Fee / Public Safety Fee	$1.70	$0.17						$0.24
Affordable Housing / Low income housing	$9.47					$0.55	$0.52	
Public Facilities/ Capital Facilities Fee	$0.22	$1.10				$0.63		$0.53 (17)
Other General Fees/One-Time Taxes	$0.32				$3.00 (14)			$0.01 (18)
School District Fees	$0.31	$0.34	$0.34	$0.31	$0.34	$0.34	$0.34	$0.34
Total Development Fees Per Sq.Ft	**$17.49**	**$9.68**	**$2.80**	**$3.42**	**$4.58**	**$16.93**	**$20.51**	**$18.22**

Water Meter Assumptions: Two 2" meters, one for domestic use and one for irrigation use. Meter size may be different project by project.

(1) Includes estimates of the new affordable housing fee as well as existing fees
(2) Assumes development is not in Ruby Hill area
(3) Milpitas fees are based by location and project type. Fees in this analysis are estimates based on previous calculations by City staff
(4) Drainage fees vary depending on amount of linear feet and kinds of structures required. Base fee is $153 which includes 100 linear feet
(5) Includes City fee and County (Zone 7) fee charged per square foot of impervious surface
(6) Provided by Union Sanitary District, this updated fee is to be effective as of September, 2003. Based on the minimum amount charged. Amount varies by project
(7) Based on a minimum fee of $3,391. Fees vary based on per gallon of daily capacity, pounds per year of biochemical oxygen demand and pounds per year of biochemical oxygen demand and suspended solids
(8) Assumes a minimum of 8 fixtures. Livermore charges an $1,125 fee for each fixture. Fixtures will vary by project size and type
(9) Service provided by Alameda County Water District, and includes 2" meter and service line installation as well as facilities connection cha
(10) Includes Zone 7 District fee, which applies to all new development in the City
(11) Includes 2" meter
(12) Includes the Traffic Impact Fee and the Tri-Valley Transportation Development Fee
(13) Based on $1,853 per acre
(14) Includes Supplemental Building Construction Improvement Ta
(15) Assumes 2" turbo water meters, includes DSRSD and Zone 7 water connection fee and assembly fee
(16) Includes Regional Traffic Fee of $3.07/SqFt and Traffic Impact and Pleasanton Interchange fee of $517 per trip generated by the project. Assumes fee rate for Eastern Dublin and average daily rate of 20 trips per project
(17) Assumes fees for Eastern Dublin, which is slightly higher than Western Dublin
(18) Includes noise mitigation fee

Source: Respective Planning Departments, Economic & Planning Systems, Inc.

Caution: These figures are estimates meant for planning and comparison purposes only. Actual fees for a given parcel could be different. [illegible] makes no representation that all items for all areas are current as of today. Some fees may have been updated since estimates shown in this table were made.

Table 14
General Industrial
Development Fees Per Sq Ft.
Based on a 50,000 Sq Ft Project, an estimated 2 3 acres, with a 0 50 F A.R

	Newark (1)	Fremont	Union City	Milpitas (3)	Hayward	Pleasanton (2)	Livermore	Dublin
Development Fees Per Sq Ft								
Storm Drainage					$0 003 (4)	$0 51	$0 62 (5)	$0 52
Sewer Connection Fee	$1 24	$1 34 (6)	$1 34 (6)	$0 97	$0 07 (7)	$2 36 (10)	$0 20 (8)	$2 51 (18)
Water Connection Fee	$0 94	$1 02 (11)	$1 02 (11)	$0 07	$1 17	$7 01 (13)	$4 26 (9)	$8 29 (19)
Transportation	$0 75	$1 29 (12)	$0 04 (15)	$0 94		$4 15 (14)	$8 34 (14)	$8 22 (20)
Park Facilities Fee								
Park Dedication-in-Lieu Fee								$1 11 (22)
Fire-Police Impact Fee / Public Safety Fee	$0 25	$0 08 (12)						$0 10
Affordable Housing / Low income housing	$1 76					$0 55	$0 25 (16)	
Public Facilities/ Capital Facilities Fee	$0 16	$0 55 (12)				$0 38		$0 23 (22)
Other General Fees/One-Time Taxes	$0 31				$1 44 (17)			$0 00 (21)
School District Fees	$0 31	$0 34	$0 34	$0 31	$0 34	$0 34	$0 34	$0 34
Total Development Fees Per Sq Ft	**$5 72**	**$4 62**	**$2.74**	**$2 29**	**$3.02**	**$15.30**	**$12.01**	**$19 32**

Water Meter Assumptions Two 2" meters, one for domestic use and one for irrigation use Meter size may be different project by project

(1) Includes estimates of the new affordable housing fee as well as existing fees
(2) Assumes development is not in Ruby Hill area
(3) Milpitas fees are based by location and project type Fees in this analysis are estimates based on previous calculations by City staff
(4) Drainage fees vary depending on amount of linear feet and kinds of structures required Base fee is $153 which includes 100 linear feet.
(5) Includes City fee and County (Zone 7) fee charged per square foot of impervious surface
(6) Provided by Union Sanitary District, this updated fee is to be effective as of September, 2003 Based on the minimum amount charged Amount varies by project
(7) Based on a minimum fee of $3,391 Fees vary based on per gallon of daily capacity, pounds per year of biochemical oxygen demand and pounds per year of biochemical oxygen demand and suspended solids
(8) Assumes a minimum of 8 fixtures Livermore charges a $1,125 fee for each fixture Fixtures will vary by project size and type
(9) Includes 2" meter
(10) Based on general office fee
(11) Service provided by Alameda County Water District, and includes 2" meter and service line installation as well as facilities connection charge
(12) The City's impact fee schedule has three different industrial categories warehouse, light industrial and manufacturing, the warehouse fee is used for this analysis
(13) Includes Zone 7 District fee, which applies to all new development in the City
(14) Includes the Traffic Impact Fee and the Tri-Valley Transportation Development Fee
(15) Based on $927 per acre
(16) Based on fee for manufacturing
(17) Includes Supplemental Building Construction Improvement Tax
(18) Baseline fee for warehouse (general retail) Fees may vary case by case depending on the exact nature and scale of the business, level of water usage and waste generated, specific information must be submitted to the service district in order to get a fee estimate
(19) Assumes 2" turbo water meters, includes DSRSD and Zone 7 water connection fee and assembly fee
(20) Includes Regional Traffic Fee of $2 08/SqFt and Traffic Impact and Pleasanton Interchange fee of $517 per trip generated by the project Assumes fee rate for Eastern Dublin and average daily rate of 8 trips per project
(21) Includes noise mitigation fee
(22) Assumes fees for Eastern Dublin, which is slightly higher than Western Dublin

Source Respective Planning Departments, Economic & Planning Systems, Inc

Caution: These figures are estimates meant for planning and comparison purposes only. Actual fees for a given parcel could be different [illegible] makes no representation that all items for all areas are current as of today. Some fees may have been updated since estimates shown in this table were made

Importance of the Comparisons

The imposition of development fees increases the cost of development. For those developers who have already purchased land at current market prices, any imposition of higher fees in the short-term could have the result of making their developments less feasible In the long-term, land prices could adjust in the market to reflect the higher cost of development Thus, if market prices remain flat, the value of undeveloped land declines. If the total cost of development is much higher in one jurisdiction than other competitive areas, the imposition of higher fees can cause demand to shift to those other lower-cost locations.

Nonresidential development, in general, is more "footloose" than residential uses While employment opportunities create residential demand, residential development is also dependent on the presence of other amenities such as schools, parks, cultural institutions, and other quality of life characteristics. Office and industrial development is tied more to economic characteristics of a location, such as the cost of land, taxes, and the cost of new development. Consequently, development impact fees may have a greater affect on the type and amount of commercial and industrial development in the City than on residential development

APPENDIX J

RESOLUTION NO. 10,184

RESOLUTION NO. 10,184

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ESTABLISHING AFFORDABLE UNITS NEEDED TO FULLY MITIGATE THE IMPACT OF RESIDENTIAL DEVELOPMENT ON THE NEED FOR AFFORDABLE HOUSING; AND HOUSING IMPACT FEES FOR RESIDENTIAL DEVELOPMENTS

WHEREAS, on February 25, 2010, the City Council of the City of Newark adopted the Housing Element of the General Plan in compliance with State law, which includes the goal of encouraging the provision of a range of housing opportunities to meet the City's share of the regional housing need and, to implement that goal, includes Program 8 to review the City's affordable housing ordinance and consider amendments to respond to market conditions; and

WHEREAS, to implement the affordable housing goals and programs of the City's Housing Element, including Program 8 in the City's 2007-2014 Housing Element, the City Council has considered and introduced on this same date an ordinance to repeal the City's existing affordable housing ordinance (Chapter 17.18 of the Newark Municipal Code) and add a new Chapter 17.18 (the "Affordable Housing Ordinance") which, among other things: 1) authorizes the imposition of housing impact fees on residential developments to mitigate the impact of such developments on the need for affordable housing in the City; and 2) continues to authorize the imposition of housing impact fees for nonresidential developments to mitigate the impact of such projects on the need for affordable housing in the City; and

WHEREAS, land prices are a key factor preventing development of new affordable housing. New housing construction in the City which does not include affordable units aggravates the existing shortage of affordable housing by absorbing the supply of available residential land. This reduces the supply of land for affordable housing and increases the price of remaining residential land. At the same time, new market-rate housing contributes to the demand for goods and services, increasing local employment at very low, low, and moderate-income wage levels, which will increase the demand for and exacerbate the shortage of housing available to persons at those income levels; and

WHEREAS, to further implement the affordable housing goals, objectives, policies, and programs of the City's 2010 Housing Element and to ensure that the housing impact fees adopted by this resolution do not exceed the actual affordable housing impacts attributable to the development projects on which the fees are imposed, the City Council has considered the "Residential Nexus Analysis, Newark, California" dated March 2014 and prepared by Keyser-Marston Associates, Inc. (the "Nexus Study"), which study demonstrates that, to fully mitigate the burdens created by new market-rate units in residential projects on the need for very low, low, and moderate-income housing, a housing impact fee of $23.80 to $35.60 per square foot of new market rate development would be needed, or from 12 percent to 21 percent of units in each residential development would need to be affordable to very low, low, and moderate-income households; and

WHEREAS, the City Council now desires to repeal the Inclusionary Housing In-Lieu Fee and to adopt housing impact fees for residential developments as authorized by Section 17.18.030(B) of the Affordable Housing Ordinance, which housing impact fees do not exceed

the justified fees needed to mitigate the actual affordable housing impacts attributable to the developments on which the fees are imposed, and which fees are lower than the amount found by the Nexus Study to be needed to fully mitigate the burdens created by new market-rate units in residential projects on the need for affordable housing to ensure that residential projects remain economically feasible; and

WHEREAS, the City Council also desires to adopt the percentage of affordable units needed to fully mitigate the impact of residential developments on the need for affordable housing, as authorized by Section 17.18.060(A) of the Affordable Housing Ordinance; and

WHEREAS, in compliance with the Affordable Housing Ordinance, all housing impact fees collected shall be deposited into the City's affordable housing fund to be used solely to increase and preserve the supply of housing affordable to households of very low, low, and moderate incomes (including necessary administrative costs); and

WHEREAS, at least ten days prior to the date this resolution is being heard, data was made available to the public indicating the amount of cost, or estimated cost, required to provide the service for which the fee or service charge is levied and the revenue sources anticipated to provide the service, including general fund revenues in accordance with Government Code Section 66019; and

WHEREAS, at least fourteen days prior to the date this resolution is being heard, notice was provided to those persons or organizations who had requested notice of these fees, in accordance with Government Code Section 66019; and

WHEREAS, notice of the hearing on the proposed fees was published twice in the manner set forth in section 6062a as required by Government Code Section 66018; and

WHEREAS, a duly and properly noticed public hearing was conducted by the City Council on April 10, 2014.

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

1. **Recitals.** The foregoing recitals are true and correct and incorporated by this reference.

2. **Repeal of Inclusionary Housing In-Lieu Fees.** The City Council hereby repeals and removes the Inclusionary Housing In-Lieu Fee established by Resolution No. 8802 and amended by Resolution No. 9398.

3. **Adoption of Residential Housing Impact Fees.** The City Council hereby adopts housing impact fees for residential development as shown on Exhibit A, attached hereto and incorporated by this reference.

4. **Annual Adjustment to Housing Impact Fees.** The City Council may review housing impact fees from time to time. For any annual period during which the City Council does not review the housing impact fee, fee amounts shall be adjusted once by the community development director based on the percentage increase in the Engineering News-Record Construction Cost Index for San Francisco, California.

5. **Percentage of Affordable Units Needed to Fully Mitigate Impacts of Residential Development.** The City Council hereby determines that the following percentages of affordable units will fully mitigate the impacts of residential development on the need for affordable housing:

Required Affordable Units*	Single Family Large Lot	Single Family Small Lot	Townhome	Condo	Apartment
Very Low Income	11%	10%	8%	9%	6%
Low Income	5%	5%	4%	4%	3%
Moderate Income	5%	4%	4%	4%	3%
TOTAL	**21%**	**19%**	**16%**	**17%**	**12%**

*Definitions of project types and affordability categories are contained in the Nexus Study.

Notwithstanding the above, for a specific residential development, the City Council may determine that an alternative distribution of affordable units will fully mitigate the impacts of that development on the need for affordable housing, based on community needs and the characteristics of the development.

6. **California Environmental Quality Act.** The City Council hereby finds that adoption of this resolution is exempt from the California Environmental Quality Act because it can be seen with certainty that there is no possibility that the fees may have a significant effect on the environment, in that this resolution contains no provisions modifying the physical design, development, or construction of residences or nonresidential structures (CEQA Guidelines Section 15061(b)(3)).

7. **Effective Date.** This Resolution shall go into full force and effect on June 9, 2014, *[60 days after adoption]* but only if Ordinance No. 473 to add the new Affordable Housing Ordinance is effective prior to that date.

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on April 10, 2014, by Council Member Freitas, who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

AYES:	Council Members Freitas, Marshall, Vice Mayor Apodaca and Mayor Nagy
NOES:	None
ABSENT:	Council Member Collazo
SECONDED:	Council Member Marshall

APPROVED:

s/ALAN L. NAGY
Mayor

ATTEST:

s/SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:

s/DAVID J. BENOUN
City Attorney

EXHIBIT A

Enterprise Fund – Cost Center	Account No.	Description	Fee (in dollars)
A. DEVELOPMENT, Continued			
401-0000	3860 ILF	4. Housing	
		a. Residential Housing Impact Fee* (revised annually)	
		First 1,000 sq. ft. floor area/unit**	$20/square foot
		All sq. ft. over 1,000 sq. floor area/unit	$8/square foot
		*Established by Resolution No. 10,184. Floor area for a residential development equals the sum of the horizontal floor areas of a building measured from the exterior face of exterior walls or from the center line of a wall separating two buildings, excluding garages, carports, and common areas. **No housing impact fee is charged for the first 200 sq. ft. of floor area for additions to existing dwellings.	
		b. Non-Residential Housing Impact Fee*** (revised annually)	
		(1) Commercial	$3.51/square foot
		(2) Industrial	$0.65/square foot
		***Established by Resolution No. 8802. Floor area for a commercial development equals the sum of the horizontal floor areas of a building measured from the exterior face of exterior walls or from the center line of a wall separating two buildings. Where no walls exist, the floor area is the area covered by the roof excluding two feet on each side	

		of the structure. Outside areas used for sales or display (such as nurseries, building materials, auto sales, etc.) may be considered part of floor area when the community development director determines that the use of the outside area significantly contributes to the employee density of the building.

NOTE: This resolution does not modify the non-residential housing impact fee nor the method of calculating the non-residential housing impact fee. The method for calculating the fee is identical to that previously contained in Section 17.18.020(G).

APPENDIX K

RESIDENTIAL NEXUS ANALYSIS, NEWARK CALIFORNIA

KEYSER MARSTON ASSOCIATES

RESIDENTIAL NEXUS ANALYSIS
Newark, California

Prepared for
City of Newark

Prepared by:
Keyser Marston Associates, Inc.

March 2014

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EXECUTIVE SUMMARY

Keyser Marston Associates (KMA) prepared this residential nexus analysis for the City of Newark pursuant to a contractual agreement. The report will form one of the bases for recommendations for the adoption of a housing impact fee consistent with the applicable requirements of the Mitigation Fee Act. This Executive Summary contains a concise overview of the residential nexus analysis; full documentation of the analysis is contained in the body of the Report and its Appendices.

A. Residential Nexus Analysis

A residential nexus analysis demonstrates and quantifies the impact of new market rate housing development on the demand for affordable housing. The underlying nexus concept is that the newly constructed market rate units represent net new households in Newark. These households represent new income in Newark that will consume goods and services, either through purchases of goods and services or 'consumption' of government services. New consumption translates to jobs; a portion of the jobs are at lower compensation levels; low compensation jobs relate to lower income households that cannot afford market rate units in Newark and therefore need affordable housing.

1. Impact Methodology and Models Used

The analysis is performed using two models. The IMPLAN model is an industry accepted, commercially available model developed over 30 years ago to quantify the impacts of changes in a local economy, including the employment impacts of changes in personal income. The input into the IMPLAN model is net new personal income in Newark available for expenditures; the IMPLAN model then estimates a distribution of expenditures and ultimately produces a quantification of jobs generated by industry. The KMA Jobs Housing Nexus model, which was initially developed over 25 years ago to analyze the income structure of job growth, is used to determine the household income of new employee households and identify how many are in three housing affordability tiers including Very Low-, Low-, and Moderate-Income.

2. Market Survey and Residential Prototypes

The first step of the nexus analysis is to identify residential prototypes that are representative of what is generally being built by the private marketplace in Newark. KMA developed programmatic assumptions in consultation with the City of Newark for five residential prototypes – four ownership prototypes and one rental prototype. KMA then undertook a market survey of projects covering these prototypes to estimate sales prices and rent levels for the prototype units. The prototypes are summarized in the following table.

Prototypical Residential Units					
	Single Family / Large Lot	*Single Family / Small Lot*	*Townhome*	*Condo*	*Apartment*
Avg. Unit Size	2,500 SF	2,000 SF	1,500 SF	1,300 SF	850 SF
Avg. No. of Bedrooms	4 BR	3 BR	3 BR	2 BR	2 BR
Avg. Sales Price / Rent	$787,500	$700,000	$562,500	$580,000	$2,000 /mo.

From the sales prices and rent levels, household income is determined using assumptions with respect to a share of income spent on housing and housing purchase terms. For ownership units, 35% of income is spent on housing (including mortgage payments, property taxes, home owner association dues, and insurance). Renters are assumed to spend 30% of their income on rent. These relationships are grounded in state housing policy and reflective of the current averages for Alameda County.

Gross household income is adjusted to a net amount available for expenditures after deducting the portion of income dedicated to income taxes, contributions to Social Security and Medicare, savings, and repayment of household debt. Housing costs are not deducted as part of this adjustment step because they are addressed separately as expenditures within the IMPLAN model. The adjusted household income available for expenditures becomes the input into the IMPLAN model. As a result, household income associated with each of the prototypes is as follows:

Household Income					
	Single Family / Large Lot	*Single Family / Small Lot*	*Townhome*	*Condo*	*Apartment*
Gross Household Income	$159,000	$142,000	$116,000	$124,000	$80,000
Percent Income Available for Expenditures	67%	67%	67%	67%	71%
Household Income Available for Expenditures [Input to IMPLAN model]	$107,000	$95,000	$78,000	$83,000	$57,000

The nexus analysis is conducted on 100-unit project modules (i.e., 100 new households) for ease of presentation and to avoid awkward fractions.

3. IMPLAN Model Results

The IMPLAN model was applied to link household income to job growth occurring in Alameda County. The IMPLAN model distributes spending among various types of goods and services (industry sectors) based on data from the Consumer Expenditure Survey and the Bureau of Economic Analysis Benchmark input-output study, to estimate employment generated. Job creation, driven by increased demand for products and services, is projected for each of the industries that will serve the new households. The employment generated by this new household spending is summarized below.

Jobs Generated Per 100 Units					
	Single Family / Large Lot	*Single Family / Small Lot*	*Townhome*	*Condo*	*Apartment*
Annual Household Expenditures, 100 Units	$10,650,000	$9,510,000	$7,770,000	$8,310,000	$5,680,000
Total Jobs Generated, 100 Units	73.1	64.8	53.0	56.6	37.5

The IMPLAN model quantifies jobs generated at establishments that serve new residents directly (i.e. supermarkets, banks or schools), jobs generated by increased demand at firms which service or supply these establishments (wholesalers, janitorial contractors, accounting firms, or any jobs down the service/supply chain from direct jobs), and jobs generated when the new employees spend their wages in the local economy and generate additional jobs. Retail, restaurants, and health care represent the largest share of jobs generated by household expenditures.

4. Compensation Levels of Jobs and Household Income

The output of the IMPLAN model – the numbers of jobs by industry – is then entered into the Keyser Marston Associates jobs housing nexus analysis model to quantify the compensation levels of new jobs and the income of the new worker households. The KMA model sorts the jobs by industry into jobs by occupation, based on national data, and then attaches local wage distribution data to the occupations, using recent Alameda County data from the California Employment Development Department (EDD). The KMA model also converts the number of employees to the number of employee households, recognizing that there is, on average, more than one worker per household, and thus the number of housing units in demand for new workers is reduced.

The output of the model is the number of new worker households by income level (expressed in relation to the Area Median Income, or AMI) attributable to the new residential units and new households in Newark. Three categories of addressed: Very Low (under 50% of AMI), Low (50% to 80% of AMI) and Moderate (80% to 120% of AMI).

Following are the numbers of worker households by income level associated with the Newark prototype units.

New Worker Households by Income Level per 100 Market Rate Units					
	Single Family / Large Lot	*Single Family / Small Lot*	*Townhome*	*Condo*	*Apartment*
Very Low (Under 50% AMI)	13.2	11.7	9.5	10.2	6.7
Low (50%-80% AMI)	7.4	6.5	5.3	5.7	3.7
Moderate (80%-120% AMI)	7.2	6.3	5.2	5.5	3.7
Total, Less than 120% AMI	**27.8**	**24.5**	**20.0**	**21.4**	**14.1**
Greater than 120% AMI	6.3	5.7	4.7	5.0	3.4
Total, New Households	**34.1**	**30.2**	**24.7**	**26.4**	**17.5**

5. Impact Fee Levels Supported by the Nexus Analysis

The last step in the analysis puts a dollar amount on the cost of mitigating the affordable housing impacts. The conclusions of the nexus analysis, expressed as the number of worker households by income affordability category, are linked to the cost of delivering housing to the households in need. Each income or affordability tier is associated with a subsidy needed to produce and deliver a unit at the specified affordability level; this subsidy is referred to as the 'affordability gap.'

Affordability gaps are calculated for each of the three affordable tiers. The analysis assumes households earning less than 80% of Area Median Income will be assisted in rental units, while households earning between 80% and 120% of Area Median Income will be assisted in ownership units.

The resulting affordability gaps are as follows:

- $240,000 for households in the under 50% AMI category;
- $214,000 for households in the 50% to 80% AMI category; and,
- $169,000 for households in the 80% to 120% AMI category.

When the affordability gap conclusions for each income tier are linked to the number of affordable units required as a result of market rate development (as indicated in the inset table on the next page) and divided by 100 units, the result is a Total Nexus Cost per new market rate residential unit. The results per unit are:

Nexus Per Market Rate Unit or Maximum Supported Impact Fee per Unit						
Income Category	*Affordability Gap*	*Single Family / Large Lot*	*Single Family / Small Lot*	*Townhome*	*Condo*	*Apartment*
Very Low (30% - 50% AMI)	$240,000	$31,600	$28,000	$22,900	$24,500	$16,100
Low (50%-80% AMI)	$214,000	$15,800	$13,900	$11,300	$12,100	$8,000
Moderate (80%-120% AMI)	$169,000	$12,200	$10,700	$8,700	$9,300	$6,200
Total Nexus Costs		**$59,600**	**$52,600**	**$42,900**	**$45,900**	**$30,300**

The Total Nexus Costs, or Mitigation Costs, indicated above, may also be expressed on a per square foot level. The results per square foot of building area (net rentable or sellable Sq.Ft.) are as follows:

Total Nexus Cost or Maximum Supported Impact Fee Per Sq.Ft. of Building Area						
Income Category	*Affordability Gap*	*Single Family / Large Lot*	*Single Family / Small Lot*	*Townhome*	*Condo*	*Apartment*
Prototype Size		*2,500 SF*	*2,000 SF*	*1,500 SF*	*1,300 SF*	*850 SF*
Very Low (30% - 50% AMI)	$240,000	$12.60	$14.00	$15.30	$18.80	$18.90
Low (50%-80% AMI)	$214,000	$6.30	$7.00	$7.50	$9.30	$9.40
Moderate (80%-120% AMI)	$169,000	$4.90	$5.40	$5.80	$7.20	$7.30
Total Nexus Costs		**$23.80**	**$26.40**	**$28.60**	**$35.30**	**$35.60**

These costs express the total linkage or nexus costs for the five prototype developments in Newark. These total nexus costs represent the ceiling for any impact fee requirement placed on market rate development. **The totals are not recommended levels for fees; they represent only the maximums established by this analysis, below which fees may be set.**

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INTRODUCTION AND OVERVIEW

The following report documents and quantifies the linkages between new market-rate residential development in the City of Newark and the demand for additional affordable housing. The analysis, which demonstrates support for a Housing Impact Fee, has been prepared by Keyser Marston Associates (KMA) for the City of Newark in accordance with a contractual agreement.

The City of Newark has an Inclusionary Housing Ordinance adopted in 2004 requiring all residential projects with five or more units to set-aside 15% of units as affordable. Payment of a fee in-lieu of providing units is subject to approval by the Council. Due to limited housing development since the time the Inclusionary Housing Ordinance was adopted, no inclusionary units have been produced under the program.

Since the 2004 adoption of the City's inclusionary housing program, there have been several court cases affecting inclusionary housing programs. The *Palmer* case in particular precludes cities from requiring the inclusion of affordable units in rental projects unless the developer receives a density bonus or certain regulatory concessions and agrees by contract to restrict the rents. *Palmer* and other recent and pending cases have encouraged cities to seek alternative strategies to address the need for affordable housing.

At this time, the City is considering replacement of its inclusionary program with a Housing Impact Fee applicable to new market rate residential development. Fee revenues would be used to assist construction of new affordable units as mitigation for increased affordable housing needs linked to new market rate residential construction. Advantages of housing impact fees compared to inclusionary include the ability to apply requirements to rental projects and greater flexibility to produce affordable units of the type and in the locations that best fit community needs. The City already has a Housing Impact Fee that applies to non-residential development.

Analyses of the impacts of new development are called linkage or nexus analyses. This nexus analysis establishes maximum supportable Housing Impact Fee levels based on a quantification of the impact that new market rate residential development has on the need for affordable housing.

The Nexus Concept

At its most simplified level, the underlying nexus concept is that the newly constructed units represent net new households in Newark. These households represent new income in Newark that will consume goods and services, either through purchases of goods and services or "consumption" of governmental services. New consumption translates to jobs; a portion of the jobs are at lower compensation levels; low compensation jobs relate to lower income households that cannot afford market rate units in Newark and therefore need affordable housing.

Use of This Study

The nexus study has been prepared for the limited purpose of determining nexus support for a Housing Impact Fee in the City of Newark affecting new residential construction. We caution against the use of this study, or any impact study for that matter, for purposes beyond the intended use. All impact studies are limited and imperfect, but can be helpful for understanding the externalities created by new development. The nexus analysis presented in this report is an impact analysis only and the nexus amounts are not recommended fee levels.

Methodology and Models Used

The methodology or analysis procedure for this nexus analysis starts with the sales price or rental rate of a new market rate residential unit, and moves through a series of linkages to the gross income of the household that purchased or rented the unit, the income available for expenditures on goods and services, the jobs associated with the purchases and delivery of those services, the income of the workers doings those jobs, the household income of the workers and, ultimately, the affordability level of the housing needed by the worker households. The steps of the analysis from household income available for expenditures to jobs generated were performed using the IMPLAN model, a model widely used for the past 35 years to quantify the impacts of changes in a local economy, including employment impacts from changes in personal income. From job generation by industry, KMA used its own jobs housing nexus model to quantify the income of worker households by affordability level.

To illustrate the linkages by looking at a simplified example, we can take an average household that buys a house at a certain price. From that price, we estimate the gross income of the household (from mortgage rates and lending practices) and the portion of income available for expenditures. Households will "purchase" or consume a range of goods and services, such as purchases at the supermarket or services at the bank. Purchases in the local economy in turn generate employment. The jobs generated are at different compensation levels. Some of the jobs are low paying and as a result, even when there is more than one worker in the household, there are some lower and middle-income households who cannot afford market rate housing in Newark.

The IMPLAN model quantifies jobs generated at establishments that serve new residents directly (e.g., supermarkets, banks or schools), jobs generated by increased demand at firms which service or supply these establishments, and jobs generated when the new employees spend their wages in the local economy and generate additional jobs. The IMPLAN model estimates the total impact combined.

Net New Underlying Assumption

An underlying assumption of the analysis is that households that purchase or rent new units represent net new households in Newark. If purchasers or renters have relocated from

elsewhere in the city, vacancies have been created that will be filled. An adjustment to new construction of units would be warranted if Newark were experiencing demolitions or loss of existing housing inventory. However, the rate of housing unit removal is so low as to not warrant an adjustment or offset.

On an individual project basis, if existing units are removed to redevelop a site to higher density, then there could be a need for recognition of the existing households in that all new units might not represent net new households, depending on the program design and number of units removed relative to new units.

Since the analysis addresses net new households in Newark and the impacts generated by their consumption expenditures, it quantifies net new demands for affordable units to accommodate new worker households. As such, the impact results do not address nor in any way include existing deficiencies in the supply of affordable housing.

Geographic Area of Impact

Housing impacts, like most types of impacts, occur irrespective of political boundaries. Like other types of impact analyses, such as traffic, impacts beyond city boundaries are experienced, are relevant, and are important. The City of Newark regulates land use within its boundaries and is the only jurisdiction in a position to require mitigation of impacts from new residential development occurring there, including mitigation of impacts extending beyond the City's boundaries.

While much of the housing impacts documented in the nexus analysis will occur within the City of Newark, some impacts will be experienced elsewhere in the County and beyond. The nexus analysis focuses on impacts occurring within Alameda County but includes impacts outside the County boundaries to the limited degree that households make some expenditures or seek certain services in neighboring counties. The IMPLAN model uses a data set specific to Alameda County that computes the jobs generated within the County. The input to the IMPLAN model used in the analysis is household income available for expenditures, without adjusting to a local share. While it is expected that households will make most expenditures within Alameda County, some expenditures on goods and services may occur in neighboring counties. Given the precise share is difficult to quantify particularly as relates to services such as medical care, and because expenditures occurring outside the County and the resulting impacts are still appropriately included in the nexus analysis, no adjustment to a local share is made.

Market Rate Residential Project Types

Five prototypical residential project types were selected for analysis in this nexus study. The prototypes were intended to represent the range of product types currently being built in Newark or which are expected in the future including:

- Single Family Detached (SFD) / Large Lot
- Single Family Detached / Small Lot
- Townhomes
- Stacked Flat Condominiums
- Apartments

Affordability Tiers

The nexus analysis addresses the following three income or affordability tiers:

- Very Low Income (under 50% of Area Median Income or AMI)
- Low Income (50% to 80% AMI)
- Moderate Income (80% to 120% AMI)

Report Organization

The report is organized into four sections as follows:

- Section A. presents information regarding the prototypical new market rate residential units and the estimated household income of purchases or renters of those units.

- Section B. describes the IMPLAN model which is used in the nexus analysis to translate household income into the estimated number of jobs in retail, restaurants, healthcare, and other sectors serving new residents.

- Section C. presents the linkage between employment growth associated with residential development and the need for new lower income housing units required in each of three income categories.

- Section D. quantifies the nexus or mitigation cost based on the cost of delivering affordable units to new worker households in each of the three lower income categories.

A. MARKET RATE UNITS AND HOUSEHOLD INCOME

This section describes the prototypical market rate residential units and the income of the purchaser and renter households. Market rate prototypes are representative of new residential units currently being built in Newark or that are likely to be built in Newark over the next several years. Household income is estimated based on the amount necessary for the mortgage or rent payments associated with the prototypical new market rate units and becomes the basis for the input to the IMPLAN model described in Section B of this report. These are the starting points of the chain of linkages that connect new market rate units to incremental demand for affordable residential units.

This section provides a summary of the prototypes and household income. More description and supporting tables are provided in Appendix 1.

Recent Housing Market Activity and Prototypical Units

KMA identified five residential prototypes in consultation with City staff; these prototypes are representative of the types of development that the City of Newark expects to see over the coming years. KMA then undertook a market survey of projects covering these prototypes. The survey was conducted in December 2013 and January 2014 and included the City of Newark as well as the neighboring cities of Fremont and Union City. At that time, there were no new residential projects actively marketing in Newark; however, Fremont has one new single family and two new townhome developments. KMA also obtained data on sales of existing homes in Newark, Union City and Fremont built since 1990. Stacked flat condos have been absent from the market in Newark but are included in the nexus analysis to address the potential for stacked flat condos to be built in Newark at some point in the future. For stacked flat condos, the sales price is based on an estimate of the price required for development of this prototype to become feasible.

The results of the market survey and the selection of five prototypes are summarized in the table on the following page. The main objective of the survey was to establish current sales prices or rents per unit and per square foot for the various residential project types recently developed, or expected to be developed in the future, in Newark. Table A-1 at the end of this section provides a more detailed summary of the five market rate prototypes.

It is important to note that the prototypes analysis is intended to reflect average or typical residential projects in the Newark market rather than any specific project. It would be expected that specific projects would vary to some degree from the prototypes.

In summary, the prototypes tested in the nexus analysis are as follows:

Prototypical Residential Units					
	Single Family / Large Lot	*Single Family / Small Lot*	*Townhome*	*Condo*	*Apartment*
Avg. Unit Size	2,500 SF	2,000 SF	1,500 SF	1,300 SF	850 SF
Avg. No. of Bedrooms	4 BR	3 BR	3 BR	2 BR	2 BR
Avg. Sales Price / Rent	$787,500	$700,000	$562,500	$580,000	$2,000 /mo.

Income of Housing Unit Purchaser or Renter

After the prototypes are established, the next step in the analysis is to determine the income of the purchasing or renting households in the prototypical units.

Ownership Units

To make the determination for ownership units, terms for the purchase of residential units used in the analysis are slightly less favorable than what can be achieved at the current time since current terms are not likely to endure. The selected terms for the analysis are: 20% down payment, 30 year fixed rate mortgage, 5.25% interest rate. The assumption of a 20% down payment is based on the median for purchase loans in Alameda County[1]. The interest rate at 5.25% reflects an estimate of the longer term average based on the experience over the past ten years.[2] Current rates as of February 2014 are about 1% lower. Tables A-2 through A-5 at the end of this section provide the details.

All ownership product types include an estimate of homeowners' insurance, homeowner association dues, and property taxes which are included along with the mortgage payment as part of housing expenses for purposes of determining mortgage eligibility[3]. The analysis estimates gross household income based on the assumption that these housing costs represent, on average, approximately 35% of gross income. The assumption that housing expenses represent 35% of gross income is reflective of the average for new purchase loans originated in Alameda County[4] and is consistent with criteria used by lenders to determine mortgage eligibility[5].

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[1] Median down payment at 20% is based on Freddie Mac data on its portfolio of mortgages within zip codes corresponding to Alameda County and is specific to principal residence purchase loans originated during 2nd quarter of 2012, the most recent period available at the time the data was accessed.

[2] Based on Freddie Mac Primary Mortgage Market Survey weekly average rates for 30 year fixed rate mortgages during the period from 2004 through 2013.

[3] Housing expenses are combined with other debt payments such as credit cards and auto loans to compute a Debt To Income (DTI) ratio which is a key criteria used for determining mortgage eligibility.

[4] New purchase loans in Alameda County have an average debt to income ratio of 34.96% based on data from Freddie Mac on its portfolio of mortgages within zip codes corresponding to Alameda County and specific to principal residence purchase loans originated during 2nd quarter of 2012, the most recent period available at the time the data was accessed. Debt to income ratio includes other forms of debt such as student loans, credit cards, and auto loans which suggests a ratio including only housing expenses would be less than 35%. Applying a ratio below 35% in the analysis would have produced a higher estimate of gross household income and higher resulting nexus findings; therefore, application of a 35% ratio represents a conservative assumption for purposes of the nexus analysis.

Apartment Units

Household income for renter households is estimated based on the assumption that rent represents, on average, 30% of gross household income, a percentage that is consistent with the average for Newark reported by the Census of 28.9%.[6] While slightly above the average from the Census, the 30% factor was selected for consistency with the California Health and Safety Code standard for relating income to affordable rent levels[7]. Selection of 30% produces a lower estimate of gross household income and lower resulting nexus conclusions than if the exact average from the Census at 28.9% were used; therefore, this represents a conservative approach for purposes of the nexus analysis. While leasing agents and landlords may permit rental payments to represent a slightly higher share of total income, use of the 30% factor, which is representative of the average, is appropriate. Further, many renters will choose to spend less than 30% of their income on rent where possible, since, unlike an ownership situation, the unit is not viewed as an investment with value enhancement potential. The resulting relationship is that annual household income is 3.3 times annual rent.

The estimated gross household incomes of the purchasers or renters of the prototype units are calculated in tables A-2 through A-6, and summarized below.

Household Income					
	Single Family / Large Lot	*Single Family / Small Lot*	*Townhome*	*Condo*	*Apartment*
Gross Household Income	$159,000	$142,000	$116,000	$124,000	$80,000

Income Available for Expenditures

The input into the IMPLAN model used in this analysis is the net income available for expenditures. To arrive at income available for expenditures, gross income must be adjusted for Federal and State income taxes, contributions to Social Security and Medicare, savings, and payments on household debt. Per KMA correspondence with the producers of the IMPLAN model (IMPLAN Group LLC), other taxes including sales tax, gas tax, and property tax are handled internally within the model as part of the analysis of expenditures. Housing costs are addressed separately, as described below, and so are not deducted as part of this adjustment step. Table A-7 at the end of this section shows the calculation of income available for expenditures.

Income available for expenditures is estimated at approximately 67% of gross income in the case of the ownership prototypes. The estimate is based on a review of data from the Internal

[5] Fannie Mae mortgage underwriting eligibility criteria establishes a debt to income threshold of 36% above which tighter credit standards apply. A debt to income ratio of up to 45% is permitted for borrowers meeting specified credit criteria; however, most households have other forms of debt such as credit cards, student loans, and auto loans that would be considered as part of this ratio.

[6] 2010-2012 American Community Survey.

[7] Health and Safety Code Section 50052.5 defines affordable rent levels based on 30% of income.

Revenue Service and California Franchise Tax Board tax tables. Per the Internal Revenue Service, households earning between $100,000 and $200,000 per year, or the residents of our prototypical ownership units, will pay an average of 13% of gross income for federal taxes. State taxes are estimated to average 5% of gross income based on tax rates per the California Franchise Tax Board. The employee share of the FICA payroll taxes for Social Security and Medicare is 7.65% of gross income (conservatively assumes all earners in the household are within the $117,000 ceiling on income subject to Social Security taxes).

Savings and repayment of household debt represent another necessary adjustment to gross income. Savings includes various IRA and 401 K type programs as well as non-retirement household savings and investments. Debt repayment includes auto loans, credit cards, and all other non-mortgage debt. Savings and repayment of debt are estimated to represent a combined 8% of gross income based on the 20 year average derived from United States Bureau of Economic Analysis data.

The percentage of income available for expenditure for input into the IMPLAN model is prior to deducting housing costs. The reason is for consistency with the IMPLAN model which defines housing costs as expenditures. The IMPLAN model addresses the fact that expenditures on housing do not generate employment to the degree other expenditures such as retail or restaurants do, but there is some limited maintenance and property management employment generated.

After deducting income taxes, Social Security, Medicare, savings, and repayment of debt, for purchasers of one of the new ownership prototypes, the estimated income available for expenditures is 67%. This is the factor used to adjust from gross income to the income available for expenditures for input into the IMPLAN model. As indicated above, other forms of taxation such as property tax are handled internally within the IMPLAN model.

Income available for expenditures for the prototypical renter household is based on the same evaluation, but a lower income tax bracket applies to the renter households. The result is that the renter household would have an estimated 71% of income available for expenditures. The rate of savings and debt repayment is assumed to be the same for the renter household as for households in the ownership prototypes.

Estimates of household income available for expenditures are presented in the following table:

Income Available for Expenditures					
	Single Family / Large Lot	*Single Family / Small Lot*	*Townhome*	*Condo*	*Apartment*
Gross Household Income	$159,000	$142,000	$116,000	$124,000	$80,000
Percent Income Available for Expenditures	67%	67%	67%	67%	71%
Household Income Available for Expenditures [Input to IMPLAN model]	$107,000	$95,000	$78,000	$83,000	$57,000

The nexus analysis is conducted on 100-unit building modules for ease of presentation, and to avoid awkward fractions. Tables A-8 and A-9 summarize the conclusions of this section and calculate the household income for the 100-unit building modules. This is the input into the IMPLAN model.

TABLE A-1
SUMMARY OF PROTOTYPES
RESIDENTIAL NEXUS ANALYSIS
CITY OF NEWARK, CA

	Large Lot Single Family Detached		Small Lot Single Family Detached		Townhomes		Stacked Flat Condominiums		2-3 Story Apartments	
Density	8	du/acre	12	du/acre	18	du/acre	50		25	du/acre
Average Unit Size	2,500	sf	2,000	sf	1,500	sf	1,300	sf	850	sf
Avg. Number of Bedrooms	4	BR	3	BR	3	BR	2	BR	2	BR
Market Rate Price	$315	$787,500	$350	$700,000	$375	$562,500	$446	$580,000 [1]	$2.35	$2,000

[1] Stacked Flat Condomium based on feasible price.

TABLE A-2
PROTOTYPE 1: SFD / LARGE LOT
SALES PRICE TO INCOME RATIO
RESIDENTIAL NEXUS ANALYSIS
CITY OF NEWARK, CA

			Prototype 1 SFD / Large Lot
Sales Price	$315 /SF	2,500 SF [1]	$787,500 [1]
Mortgage Payment			
Downpayment @ 20%		20% [2]	$157,500
Loan Amount			$630,000
Interest Rate			5.25% [3]
Term of Mortgage			30 years
Annual Mortgage Payment			$41,700
Other Costs			
Property Taxes	1.25%	of sales price [4]	$9,800
HOA Dues / Maintenance	$200	per month [5]	$2,400
Homeowner Insurance	0.20%	sale price [6]	$1,600
Total Annual Housing Cost			$55,500
% of Income Spent on Hsg			35% [7]
Annual Household Income Required			**$159,000**
Sales Price to Income Ratio			5.0

Notes

(1) Based on Market Survey.

(2) Median down payment at 20% is based on Freddie Mac data on its portfolio of mortgages within zip codes corresponding to Alameda County and specific to principal residence purchase loans originated during 2nd quarter of 2012.

(3) Average mortgage interest rate for prior 10 years derived from Freddie Mac Primary Mortgage Market Survey and about 0.75% above current favorable rates. Based on weekly average rates for 30 year fixed rate mortgages during the period from 2004 through 2013.

(4) 1.25% property tax rate is inclusive of ad valorem taxes plus estimated fixed charges and assessments.

(5) Based on HOA dues for new single family project currently selling in Fremont from the Market Survey.

(6) Estimated from quote obtained from Progressive Insurance.

(7) Based on Freddie Mac data on mortgages originated in Alameda County which reflect an average debt to income ratio of 35% including both housing expenses and other debt like auto loans and credit cards. Were other debt excluded, the ratio would likely be lower than 35%. Using a ratio less than 35% would have increased the supported maximum fee levels from those reflected in the analysis; therefore, 35% represents a conservative estimate.

TABLE A-3
PROTOTYPE 2: SFD / SMALL LOT
SALES PRICE TO INCOME RATIO
RESIDENTIAL NEXUS ANALYSIS
CITY OF NEWARK, CA

			Prototype 2 SFD / Small Lot
Sales Price	$350 /SF	2,000 SF [1]	$700,000 [1]
Mortgage Payment			
Downpayment @ 20%		20% [2]	$140,000
Loan Amount			$560,000
Interest Rate			5.25% [3]
Term of Mortgage			30 years
Annual Mortgage Payment			$37,100
Other Costs			
Property Taxes	1.25%	of sales price [4]	$8,800
HOA Dues / Maintenance	$200	per month [5]	$2,400
Homeowner Insurance	0.20%	sale price [6]	$1,400
Total Annual Housing Cost			$49,700
% of Income Spent on Hsg			35% [7]
Annual Household Income Required			**$142,000**
Sales Price to Income Ratio			4.9

Notes

(1) Based on Market Survey.

(2) Median down payment at 20% is based on Freddie Mac data on its portfolio of mortgages within zip codes corresponding to Alameda County and specific to principal residence purchase loans originated during 2nd quarter of 2012.

(3) Average mortgage interest rate for prior 10 years derived from Freddie Mac Primary Mortgage Market Survey and about 0.75% above current favorable rates. Based on weekly average rates for 30 year fixed rate mortgages during the period from 2004 through 2013.

(4) 1.25% property tax rate is inclusive of ad valorem taxes plus estimated fixed charges and assessments.

(5) Based on HOA dues for new single family project currently selling in Fremont from the Market Survey.

(6) Estimated from quote obtained from Progressive Insurance.

(7) Based on Freddie Mac data on mortgages originated in Alameda County which reflect an average debt to income ratio of 35% including both housing expenses and other debt like auto loans and credit cards. Were other debt excluded, the ratio would likely be lower than 35%. Using a ratio less than 35% would have increased the supported maximum fee levels from those reflected in the analysis; therefore, 35% represents a conservative estimate.

TABLE A-4
PROTOTYPE 3: TOWNHOME
SALES PRICE TO INCOME RATIO
RESIDENTIAL NEXUS ANALYSIS
CITY OF NEWARK, CA

			Prototype 3 Townhome
Sales Price	$375 /SF	1,500 SF [1]	$562,500 [1]
Mortgage Payment			
Downpayment @ 20%		20% [2]	$112,500
Loan Amount			$450,000
Interest Rate			5.25% [3]
Term of Mortgage			30 years
Annual Mortgage Payment			$29,800
Other Costs			
Property Taxes	1.25%	of sales price [4]	$7,000
HOA Dues / Maintenance	$235	per month [5]	$2,820
Homeowner Insurance	0.20%	sale price [6]	$1,100
Total Annual Housing Cost			$40,720
% of Income Spent on Hsg			35% [7]
Annual Household Income Required			**$116,000**
Sales Price to Income Ratio			4.8

Notes

(1) Based on Market Survey.

(2) Median down payment at 20% is based on Freddie Mac data on its portfolio of mortgages within zip codes corresponding to Alameda County and specific to principal residence purchase loans originated during 2nd quarter of 2012.

(3) Average mortgage interest rate for prior 10 years derived from Freddie Mac Primary Mortgage Market Survey and about 0.75% above current favorable rates. Based on weekly average rates for 30 year fixed rate mortgages during the period from 2004 through 2013.

(4) 1.25% property tax rate is inclusive of ad valorem taxes plus estimated fixed charges and assessments.

(5) Based on average HOA dues for two townhome projects currently selling in Fremont identified in the market survey.

(6) Estimated from quote obtained from Progressive Insurance for HO-6 "walls in" policy covering interior of unit and personal property. Exterior of structure and common area assumed to be covered by separate homeowners association policy.

(7) Based on Freddie Mac data on mortgages originated in Alameda County which reflect an average debt to income ratio of 35% including both housing expenses and other debt like auto loans and credit cards. Were other debt excluded, the ratio would likely be lower than 35%. Using a ratio less than 35% would have increased the supported maximum fee levels from those reflected in the analysis; therefore, 35% represents a conservative estimate.

TABLE A-5
PROTOTYPE 4: CONDO
SALES PRICE TO INCOME RATIO
RESIDENTIAL NEXUS ANALYSIS
CITY OF NEWARK, CA

			Prototype 4 Condo
Sales Price	$446 /SF	1,300 SF [1]	$580,000 [1]
Mortgage Payment			
Downpayment @ 20%		20% [2]	$116,000
Loan Amount			$464,000
Interest Rate			5.25% [3]
Term of Mortgage			30 years
Annual Mortgage Payment			$30,700
Other Costs			
Property Taxes	1.25%	of sales price [4]	$7,300
HOA Dues / Maintenance	$350	per month [5]	$4,200
Homeowner Insurance	0.20%	sale price [6]	$1,200
Total Annual Housing Cost			$43,400
% of Income Spent on Hsg			35% [7]
Annual Income Required			**$124,000**
Sales Price to Income Ratio			4.7

Notes

(1) No new or newer stacked flat condos were identified in the market survey. Price represents an estimate of the sales price required for development feasibility.

(2) Median down payment at 20% is based on Freddie Mac data on its portfolio of mortgages within zip codes corresponding to Alameda County and specific to principal residence purchase loans originated during 2nd quarter of 2012.

(3) Average mortgage interest rate for prior 10 years derived from Freddie Mac Primary Mortgage Market Survey and about 0.75% above current favorable rates. Based on weekly average rates for 30 year fixed rate mortgages during the period from 2004 through 2013.

(4) 1.25% property tax rate is inclusive of ad valorem taxes plus estimated fixed charges and assessments.

(5) Based on average HOA dues for a sampling of existing 2 bedroom condos in Newark as reported by MLS.

(6) Estimated from quote obtained from Progressive Insurance for HO-6 "walls in" policy covering interior of unit and personal property. Exterior of structure and common area assumed to be covered by separate homeowners association policy.

(7) Based on Freddie Mac data on mortgages originated in Alameda County which reflect an average debt to income ratio of 35% including both housing expenses and other debt like auto loans and credit cards. Were other debt excluded, the ratio would likely be lower than 35%. Using a ratio less than 35% would have increased the supported maximum fee levels from those reflected in the analysis; therefore, 35% represents a conservative estimate.

TABLE A-6
PROTOTYPE 5: RENTAL
RENT TO INCOME RATIO
RESIDENTIAL NEXUS ANALYSIS
CITY OF NEWARK, CA

			Prototype 5 Rental
Market Rent			
Monthly	$2.35 /SF	850 SF [1]	$2,000 [2]
Annual			$24,000
% of Income Spent on Rent (excludes utilities)			30% [3]
Annual Household Income Required			**$80,000**
Annual Rent to Income Ratio			3.3

Notes

(1) No new or newer stacked flat condos were identified in the market survey. Price represents an estimate of the sales price required for development feasibility.

(2) Based on the results of the market survey. Represents rent levels applicable to new units.

(3) Renter households are assumed to spend 30% of income on rent, or slightly more than the median for Newark renter households at 29.1% and slightly less than the median for all of Alameda County at 31% per the 2008 - 2012 American Community Survey. While landlords may permit rental payments to represent a slightly higher share of total income, 30% represents an average.

TABLE A-7
INCOME AVAILABLE FOR EXPENDITURES[1]
RESIDENTIAL NEXUS ANALYSIS
CITY OF NEWARK, CA

	Prototype 1: SFD / Large Lot	Prototype 2: SFD / Small Lot	Prototype 3: Townhome	Prototype 4: Condo	Prototype 5: Rental
Gross Income	100%	100%	100%	100%	100%
(Less) Federal Income Taxes (avg. rate)[2]	12.7%	12.7%	12.7%	12.7%	9.5%
(Less) Average State Income Tax Rate[3]	5%	5%	5%	5%	4%
(Less) FICA Tax Rate[4]	7.65%	7.65%	7.65%	7.65%	7.65%
(Less) Savings and other deductions[5]	8%	8%	8%	8%	8%
Percent of Income Available for Expenditures[6] [Input to IMPLAN model]	*67%*	*67%*	*67%*	*67%*	*71%*

Notes:

[1] Gross income after deduction of taxes and savings. Income available for expenditures is the input to the IMPLAN model which is used to estimate the resulting employment impacts. Housing costs are not deducted as part of this adjustment step because they are addressed separately as expenditures within the IMPLAN model.

[2] Reflects average tax rates (as opposed to marginal) based on U.S. Internal Revenue Services, Tax Statistics, Table 3.2 Returns with Total Income Tax: Total Income Tax as a Percentage of Adjusted Gross Income, by Selected Marital Status and Size of Adjusted Gross Income, Tax Year 2011 (2011 tax year is the most recent available). For Prototypes 1 - 4, the average tax rate for AGI of $100,000 to $200,000 of 12.7% is applied. For Prototype 5, the average tax rate for AGI of $75,000 to $100,000 of 9.5% is applied.

[3] Average tax rate estimated by KMA based on marginal rates per the California Franchise Tax Board and ratios of taxable income to gross income estimated based on U.S. Internal Revenue Service data. The higher average tax rates applicable to single or married filing separately tax filers is applied in the analysis so as to produce a conservative (likely understated) estimate.

[4] For Social Security and Medicare. Conservatively assumes all income will be subject to Social Security taxes. The current ceiling on applicability of Social Security taxes is $117,000 (ceiling applies per earner not per household).

[5] Household savings including retirement accounts like 401k / IRA and other deductions such as interest costs on credit cards, auto loans, etc, necessary to determine the amount of income available for expenditures. The 8% rate used in the analysis is based on the average over the past 20 years computed from U.S. Bureau of Economic Analysis data, specifically the National Income and Product Accounts, Table 2.1 "Personal Income and It's Disposition."

[6] Deductions from gross income to arrive at the income available for expenditures are consistent with the way the IMPLAN model and National Income and Product Accounts (NIPA) defines income available for personal consumption expenditures. Income taxes, contributions to Social Security and Medicare, and savings are deducted; however, property taxes and sales taxes are not. Housing costs are not deducted as part of the adjustment because they are addressed separately as expenditures within the IMPLAN model.

TABLE A-8
FOR SALE PROTOTYPES: SALES PRICE TO INCOME SUMMARY
RESIDENTIAL NEXUS ANALYSIS
CITY OF NEWARK, CA

		Per Unit	Per Sq.Ft.	100 Unit Building Module
Page 1 of 2				
PROTOTYPE 1: SFD / LARGE LOT				
Units				*100 Units*
Building Sq.Ft. (net salable area)		2,500		250,000
Sales Price		$787,500	$315	$78,750,000
Sales Price to Income Ratio		5.0		5.0
Gross Household Income		$159,000		$15,900,000
Income Available for Expenditur	67% of gross	$107,000		**$10,650,000**
PROTOTYPE 2: SFD / SMALL LOT				
Units				*100 Units*
Building Sq.Ft. (net salable area)		2,000		200,000
Sales Price		$700,000	$350	$70,000,000
Sales Price to Income Ratio		4.9		4.9
Gross Household Income		$142,000		$14,200,000
Income Available for Expenditur	67% of gross	$95,000		**$9,510,000**

TABLE A-8
FOR SALE PROTOTYPES: SALES PRICE TO INCOME SUMMARY
RESIDENTIAL NEXUS ANALYSIS
CITY OF NEWARK, CA

Page 2 of 2

		Per Unit	Per Sq.Ft.	100 Unit Building Module
PROTOTYPE 3: TOWNHOME				
Units				*100 Units*
Building Sq.Ft. (net salable area)		1,500		150,000
Sales Price		$562,500	$375	$56,250,000
Sales Price to Income Ratio		4.8		4.8
Gross Household Income		$116,000		$11,600,000
Income Available for Expenditur	67% of gross	$78,000		**$7,770,000**
PROTOTYPE 4: CONDO				
Units				*100 Units*
Building Sq.Ft. (net salable area)		1,300		130,000
Sales Price		$580,000	$446	$58,000,000
Sales Price to Income Ratio		4.7		4.7
Gross Household Income		$124,000		$12,400,000
Income Available for Expenditur	67% of gross	$83,000		**$8,310,000**

Notes:
(1) Represents net income available for expenditures after income tax, payroll taxes, and savings. See Table A-7 for derivation.

Source: See Tables A-2 to A-7.

TABLE A-9
NEW MARKET RATE RESIDENTIAL HOUSEHOLD SUMMARY
RESIDENTIAL NEXUS ANALYSIS
CITY OF NEWARK, CA

	Per Unit	Per Sq.Ft.	100 Unit Building Module
PROTOTYPE 5: RENTAL			
Units			*100 Units*
Building Sq.Ft. (net rentable area)	850		85,000
Rent			
Monthly	$2,000	$2.35 /SF	$200,000
Annual	$24,000	$28.20 /SF	$2,400,000
Rent to Income Ratio	3.3		3.3
Gross Household Income	$80,000		$8,000,000
Income Available for Expenditure[1] 71% of gross	$57,000		**$5,680,000**

Notes:
(1) Represents net income available for expenditures after income tax, payroll taxes, and savings. See Table A-7 for derivation.

Source: Table A-6 and A-7.

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B. THE IMPLAN MODEL

Consumer spending by residents of new housing units will create jobs, particularly in sectors such as restaurants, health care, and retail, which are closely connected to the expenditures of residents. The widely used economic analysis tool, IMPLAN (IMpact Analysis for PLANning), was used to quantify these new jobs by industry sector.

IMPLAN Model Description

The IMPLAN model is an economic analysis software package now commercially available through the IMPLAN Group, LLC. IMPLAN was originally developed by the U.S. Forest Service, the Federal Emergency Management Agency, and the U.S. Department of the Interior Bureau of Land Management and has been in use since 1979 and refined over time. It has become a widely used tool for analyzing economic impacts for a broad range of applications from major construction projects to natural resource programs.

IMPLAN is based on an input-output accounting of commodity flows within an economy from producers to intermediate and final consumers. The model establishes a matrix of supply chain relationships between industries and also between households and the producers of household goods and services. Assumptions about the portion of inputs or supplies for a given industry likely to be met by local suppliers, and the portion supplied from outside the region or study area are derived internally within the model using data on the industrial structure of the region.

The output or result of the model is generated by tracking changes in purchases for final use (final demand) as they filter through the supply chain. Industries that produce goods and services for final demand or consumption must purchase inputs from other producers, which in turn, purchase goods and services. The model tracks these relationships through the economy to the point where leakages from the region stop the cycle. This allows the user to identify how a change in demand for one industry will affect a list of over 400 other industry sectors. The projected response of an economy to a change in final demand can be viewed in terms of economic output, employment, or income.

Data sets are available for each county and state, so the model can be tailored to the specific economic conditions of the region being analyzed. This analysis utilizes the data set for Alameda County. As will be discussed, much of the employment impact is in local-serving sectors, such as retail, eating and drinking establishments, and medical services. A significant portion of these jobs will be located in Newark or nearby. In addition, the employment impacts will extend throughout the County and beyond based on where jobs are located that serve Newark residents. In fact, Newark is part of the larger Bay Area economy and impacts will likewise extend throughout the region.

Application of the IMPLAN Model to Estimate Job Growth

The IMPLAN model was applied to link income to household expenditures to job growth. Employment generated by the household income of residents is analyzed in modules of 100 residential units to simplify communication of the results and avoid awkward fractions. The IMPLAN model distributes spending among various types of goods and services (industry sectors) based on data from the Consumer Expenditure Survey and the Bureau of Economic Analysis Benchmark input-output study, to estimate employment generated.

Job creation, driven by increased demand for products and services, was projected for each of the industries that will serve the new households. The employment generated by this new household spending is summarized below.

Jobs Generated Per 100 Units					
	Single Family / Large Lot	*Single Family / Small Lot*	*Townhome*	*Condo*	*Apartment*
Annual Household Expenditures, 100 Units	$10,650,000	$9,510,000	$7,770,000	$8,310,000	$5,680,000
Total Jobs Generated, 100 Units	73.1	64.8	53.0	56.6	37.5

Table B-1 provides a detailed summary of employment generated by industry. The table shows industries sorted by projected employment. The Consumer Expenditure Survey published by the Bureau of Labor Statistics tracks expenditure patterns by income level. IMPLAN utilizes this data to reflect the pattern by income bracket. In the case of the Newark prototypes, the large lot single family units are in the $150,000 and up income category, while the other ownership prototypes are in the $100,000 to $150,000 category and the apartment prototype is in the $75,000 to $100,000 category. Estimated employment is shown for each IMPLAN industry sector representing 1% or more of total employment. The jobs that are generated are heavily retail jobs, jobs in restaurants and other eating establishments, and in services that are provided locally such as health care. The jobs counted in the IMPLAN model cover all jobs, full and part time, similar to the U.S. Census and all reporting agencies (unless otherwise indicated).

TABLE B-1

IMPLAN MODEL OUTPUT
EMPLOYMENT GENERATED
RESIDENTIAL NEXUS ANALYSIS
CITY OF NEWARK, CA

Per 100 Market Rate Units

	Prototype 1: SFD / Large Lot	Prototype 2: SFD / Small Lot	Prototype 3: Townhome	Prototype 4: Condo	Prototype 5: Rental	% of Jobs
Household Expenditures (100 Market Rate Unit	$10,650,000	$9,510,000	$7,770,000	$8,310,000	$5,680,000	
Jobs Generated by Industry [2]						
Retail Stores - Food and beverage	2.7	2.3	1.9	2.0	1.2	4%
Retail Stores - General merchandise	2.6	2.2	1.8	2.0	1.2	3%
Retail Stores - Motor vehicle and parts	1.6	1.4	1.1	1.2	0.7	2%
Retail Stores - Miscellaneous	1.6	1.4	1.1	1.2	0.7	2%
Retail Stores - Clothing and accessories	1.5	1.3	1.1	1.1	0.7	2%
Retail Stores - Health and personal care	1.1	0.9	0.8	0.8	0.5	1%
Retail Stores - Building and garden supply	0.9	0.7	0.6	0.6	0.4	1%
Retail Nonstores - Direct and electronic sales	0.8	0.7	0.6	0.6	0.4	1%
Subtotal Retail	12.9	11.0	9.0	9.6	5.8	17%
Offices of physicians and dentists	4.0	4.1	3.4	3.6	2.5	6%
Private hospitals	3.4	3.5	2.8	3.0	2.1	5%
Nursing and residential care facilities	2.4	2.5	2.0	2.2	1.5	4%
Medical and diagnostic labs and outpatient care	1.0	1.0	0.8	0.9	0.6	2%
Subtotal Health Care	10.8	11.1	9.1	9.7	6.8	17%
Food services and drinking places	9.5	9.0	7.4	7.9	5.3	14%
Real estate including property management	2.3	2.4	1.9	2.1	1.8	4%
Private household operations	2.6	2.1	1.8	1.9	1.2	3%
Wholesale trade businesses	1.6	1.8	1.5	1.6	1.4	3%
Individual and family services	1.9	1.6	1.3	1.4	0.8	2%
Civic, social, professional organizations	1.3	1.1	0.9	1.0	0.6	2%
Other private educational services	1.8	1.1	0.9	1.0	0.5	2%
Elementary and secondary schools	1.7	1.1	0.9	1.0	0.5	2%
Personal care services	1.1	1.0	0.8	0.9	0.6	2%
Employment services	1.1	1.0	0.8	0.9	0.6	2%
Banking and depository credit	1.0	0.9	0.7	0.8	0.5	1%
Home health care services	0.8	0.8	0.7	0.7	0.5	1%
Securities, investments, and related	0.9	0.7	0.6	0.7	0.4	1%
Automotive repair and maintenance	0.8	0.7	0.6	0.6	0.4	1%
Services to buildings and dwellings	0.8	0.7	0.6	0.6	0.4	1%
Child day care services	1.2	0.7	0.6	0.6	0.3	1%
Grantmaking and social advocacy organizations	0.8	0.6	0.5	0.5	0.3	1%
Colleges, universities, and professional schools	0.9	0.5	0.4	0.4	0.2	1%
All Other	17.2	14.7	12.0	12.8	8.3	23%
Total Number of Jobs Generated	73.1	64.8	53.0	56.6	37.5	100%

1 Estimated employment generated by expenditures of households within 100 prototypical market rate units. Employment estimates are based on the IMPLAN Group's economic model, IMPLAN, for Alameda County.

2 For Industries representing more than 1% of total employment.

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C. THE KMA JOBS HOUSING NEXUS MODEL

This section presents a summary of the analysis linking the employment growth associated with residential development, or the output of the IMPLAN model (see Section B), to the estimated number of lower income housing units required in each of three income categories, for each of the five residential prototype units.

Analysis Approach and Framework

The analysis approach is to examine the employment growth for industries related to consumer spending by residents in the 100-unit modules. Then, through a series of linkage steps, the number of employees is converted to households and housing units by affordability level. The findings are expressed in terms of numbers of affordable units per 100 market rate units.

The analysis addresses the affordable unit demand associated with single family detached, townhomes, condos, and rental units in Alameda County. The table below shows the 2014 Alameda County Area Median Income (AMI), as well as the income limits for the three categories that were evaluated: Very Low (50% of AMI), Low (80% of AMI), and Moderate (120% of AMI). The income definitions used in the analysis are those published by the California Department of Housing and Community Development (HCD).

2014 Income Limits for Alameda County

	Household Size (Persons)					
	1	2	3	4	5	6 +
Very Low (30% - 50% AMI)	$32,750	$37,400	$42,100	$46,750	$50,500	$54,250
Low (50%-80% AMI)	$47,350	$54,100	$60,850	$67,600	$73,050	$78,450
Moderate (80%-120% AMI)	$78,550	$89,750	$101,000	$112,200	$121,200	$130,150
Median (100% of Median)	$65,450	$74,800	$84,150	$93,500	$101,000	$108,450

The analysis is conducted using a model that KMA developed and has applied to similar evaluations in many other jurisdictions. The model inputs are all local data to the extent possible, and are fully documented in the following description.

Analysis Steps

The tables at the end of this section present a summary of the nexus analysis steps for the prototype units. Following is a description of each step of the analysis.

Step 1 – Estimate of Total New Employees

Table C-1 commences with the total number of employees associated with the new market rate units. The employees were estimated based on household expenditures of new residents using the IMPLAN model (see Section B).

Step 2 –Changing Industries Adjustment and Net New Jobs

The local economy, like that of the U.S. as a whole, is constantly evolving. In the Oakland, Fremont, Hayward Metropolitan Division (defined as Alameda and Contra Costa Counties), over the past twenty years, employment in manufacturing sectors of the economy has continued to decline along with employment in State and Federal government, telecommunications, and banking. Defense related employment has also declined from around 12,000 jobs twenty years ago to near zero today. Jobs lost over the last decade in these declining sectors were replaced by job growth in other industry sectors.

Step 2 makes an adjustment to take these declines, changes and shifts within all sectors of the economy into account recognizing that jobs added are not 100% net new in all cases. A 25% adjustment is utilized based on the long term shifts in employment that have occurred in some sectors of the local economy and the likelihood of continuing changes in the future. Long term declines in employment experienced in some sectors of the economy mean that some of the new jobs are being filled by workers that have been displaced from another industry and who are presumed to already have housing locally. Existing workers downsized from declining industries are assumed to be available to fill a portion of the new retail, restaurant, health care, and other jobs associated with services to residents. This is a conservative assumption given some displaced workers may exit the workforce entirely by retiring rather than seek a new job in one of the industries serving new residents.

The 25% downward adjustment used for purposes of the analysis was derived from California Employment Development Department data on employment by industry in Alameda and Contra Costa County over the twenty year period from 2012 to 1992. The 2012 data set reflects a higher unemployment rate at 9% than the 6.6% unemployment rate in 1992 which will tend to overstate any long term declines since the 2012 data also reflects some cyclical or short term declines relative to the 1992 employment data. Over this period, approximately 38,000 jobs were lost in declining industry sectors. Over the same period, growing and stable industries added a total of 158,000 jobs. Figures are adjusted to exclude losses in department of defense employment given there are almost no defense jobs left in the area and so continuing declines in this sector is not expected to be a factor in the in the future. The figures are used to establish a ratio between jobs lost in declining industries to jobs gained in growing and stable industries at 25%[8]. The 25% factor is applied as an adjustment in the analysis, effectively assuming one in

[8] The 25% ratio is calculated as 38,000 jobs lost in declining sectors excluding defense divided by 158,000 jobs gained in growing and stable sectors = 23.9% (rounded to 25%).

every four new jobs is filled by a worker down-sized from a declining industry and who already lives locally.

Step 3 – Adjustment from Employees to Employee Households

This step (Table C-1) converts the number of employees to the number of employee households, recognizing that there is, on average, more than one worker per household, and thus the number of housing units in demand for new workers is reduced. The workers-per-worker-household ratio eliminates from the equation all non-working households, such as retired persons, students, and those on public assistance. The County average of 1.61 workers per worker household (from the U. S. Census Bureau 2010-2012 American Community Survey) is used for this step in the analysis. The number of jobs is divided by 1.61 to determine the number of worker households. This ratio is distinguished from the overall number of workers per household in that the denominator includes only households with at least one worker. If the average number of workers in all households were used, it would have produced a greater demand for housing units. The 1.61 ratio covers all workers, full and part time.

Step 4 – Occupational Distribution of Employees

The occupational breakdown of employees is the first step to arrive at income level. The output from the IMPLAN model provides the number of employees by industry sector, shown in Table B-1. The IMPLAN output is paired with data from the Department of Labor, Bureau of Labor Statistics May 2012 Occupational Employment Survey (OES) to estimate the occupational composition of employees for each industry sector.

Step 4a - Translation from IMPLAN Industry Codes to NAICS Industry Codes

The output of the IMPLAN model is jobs by industry sector using IMPLAN's own industry classification system which consists of 440 industry sectors. The OES occupation data uses the North American Industry Classification System (NAICS). Estimates of jobs by IMPLAN sector must be translated into estimates by NAICS code for consistency with the OES data.

The NAICS system is organized into industry codes ranging from two- to six-digits. Two-digit codes are the broadest industry categories and six-digit codes are the most specific. Within a two-digit NAICS code, there may be several three-digit codes and within each three digit code, several four-digit codes, etc. A chart published by IMPLAN relates each IMPLAN industry sector with one or more NAICS codes, with matching NAICS codes ranging from the two-digit level to the five-digit level. For purposes of the nexus analysis, all employment estimates must be aggregated to the four digit NAICS code level to align with OES data which is organized by four-digit NAICS code. For some industry sectors, an allocation is necessary between more than one four-digit NAICS code. Where required, allocations are made proportionate to total employment at the national level from the OES.

The table below illustrates analysis Step 4a in which employment estimates by IMPLAN Code are translated to NAICS codes and then aggregated at the four digit NAICS code level. The examples used are Child Day Care Centers and Food and Drinking Places. The process is applied to all the industry sectors.

Illustration of Model Step 4a.						
A. IMPLAN Output by IMPLAN Industry Sector		B. Link to Corresponding NAICS Code		C. Aggregate at 4-Digit NAICS Code Level		
Jobs	IMPLAN Sector	Jobs	NAICS Code	Jobs	% Total Employment	4-Digit NAICS
1.2	399 - Child day care services	1.2	6244 Child day care services	1.2	100%	6244 Child day care services
9.5	413 - Food and Drinking Places	9.5	722 Food and Drinking Places	8.60	90%	7225 Restaurants and Other Eating Places
				0.57	6%	7223 Special Food Services
				0.34	4%	7224 Drinking Places (Alcoholic Beverages)

Step 4b – Apply OES Data to Estimate Occupational Distribution

Employment estimates by four-digit NAICS code from step 4a are paired with data on occupational composition within each industry from the OES to generate an estimate of employment by detailed occupational category. As shown on Table C-1, new jobs will be distributed across a variety of occupational categories. The three largest occupational categories are office and administrative support (16%), sales (15%), and food preparation and serving (14%-15%). Step 4 of Table C-1 indicates the percentage and number of employee households by occupation associated with 100 market rate units.

Step 5 – Estimates of Employee Households Meeting the Lower Income Definitions

In this step, occupations are translated to employee incomes based on recent Alameda County wage and salary information from the California Employment Development Department (EDD). The wage and salary information summarized in Appendix 2 Tables 2, 4, and 6 provided the income inputs to the model.

For each occupational category shown in Table C-1, the OES data provides a distribution of specific occupations within the category. For example, within the Food Preparation and Serving Category, there are Supervisors, Cooks, Bartenders, Waiters and Waitresses, Dishwashers, etc. In total there are over 100 detailed occupation categories included in the analysis as shown

in Appendix 2, Tables 2, 4, and 6. Each of these over 100 occupation categories has a different distribution of wages which was obtained from EDD and is specific to workers in Alameda County as of 2013.

For each detailed occupational category, the model uses the distribution of wages to calculate the percent of worker households that would fall into each income category. The calculation is performed for each possible combination of household size and number of workers in the household. For households with more than one worker, individual *employee* income data was used to calculate the household income by assuming multiple earner households are, on average, formed of individuals with similar incomes.

The table below illustrates Step 5 as applied to food preparation and serving workers. Annual compensation for food preparation and serving workers in Alameda County as of 2013 is distributed[9] around a mean of $21,500. For households with one worker, 100% are estimated to qualify as Very Low. For households with two or more workers between 37% and 100% are estimated to qualify as Very Low depending on the household size. For households with three or more workers, only larger households with than six or more people are estimated to qualify as Very Low.

Step 5 Illustration for Food Preparation and Serving Worker Households
Percent Qualifying as Very Low for Each Possible Household Size / No. of Workers Combination

	Percent of Worker Households That Would Qualify as Very Low For Each Possible Combination of Household Size and No. of Workers Applying 2014 Income Limits for Alameda County					
HH Size Limit	1 Person $32,750	2 Person $37,400	3 Person $42,100	4 Person $46,750	5 Person $50,500	6 Person $54,250
No. Workers in Household						
1	100%	100%	100%	100%	100%	100%
2	N/A	37%	61%	77%	100%	100%
3 or more[10]	N/A	N/A	0%	0%	0%	21%

The step illustrated above is repeated around 300 times for each of the over 100 detailed occupations and at each of the three affordable income tiers. At the end of Step 5, the nexus model has established a matrix indicating the percentages of households that would qualify in the affordable income tiers for every detailed occupational category and every potential combination of household size and number of workers in the household.

[9] In addition to the mean compensation, EDD reported 25th, 50th, and 75th percentile compensations are utilized.
[10] Census data aggregates households with three or more workers; therefore, a corresponding aggregation is necessary for purposes of the analysis.

Step 6 – Distribution of Household Size and Number of Workers

In this step, the model examines the demographics of Alameda County in order to develop probability factors for each potential combination of household size and number of workers.

The table below presents the probability factors used in the model. The factors represent the probability that a worker is a member of a household of a given size and number of workers.

Step 6: Probability Factors for Combinations of Number of Workers and Household Size

	Household Size (Persons)					
	1	2	3	4	5	6+
No. Workers in Household						
1	0.190781	0.148746	0.084114	0.060346	0.027678	0.023864
2	N/A	0.147885	0.095065	0.071567	0.032824	0.028302
3 or more	N/A	N/A	0.024071	0.034927	0.016019	0.013812

Note: probability factors sum to 1.00000

Probability factors are specific to Alameda County and are derived from the 2010 – 2012 American Community Survey. Application of these probability factors accounts for the following:

- Households have a range in size and a range in the number of workers.
- Large households generally have more workers than smaller households.

The result of Step 6 is a distribution of Alameda County working households by number of workers and household size.

Step 7 – Estimate of Number of Households that Meet Size and Income Criteria

Step 7 is the final step to calculate the number of worker households meeting the size and income criteria for the three affordability tiers. The calculation combines the matrix of results from Step 5 on percentage of worker households that would meet the income criteria at each potential household size / no. of workers combination, with Step 6, the probability of a worker household having a given household size / number of workers combination. The result is the percentage of households that fall into each affordability tier. The percentages are then multiplied by the number of households from Step 3 to arrive at number of households in each affordability tier.

Table C-2 shows the result after completing Steps 5, 6, and 7. The results shown are for the under 50% of AMI category. The methodology is repeated for each of the three income tiers, resulting in a total count of worker households per 100 units.

Summary Findings

Table C-3 indicates the results of the analysis for each of the residential prototypes. The table presents the number of households generated in each affordability category and the total number over 120% of Area Median Income.

The findings in Table C-3 are presented below. The table shows the total demand for affordable housing units associated with 100 market rate units.

New Worker Households by Income Level per 100 Market Rate Units					
	Single Family / Large Lot	*Single Family / Small Lot*	*Townhome*	*Condo*	*Apartment*
Very Low (Under 50% AMI)	13.2	11.7	9.5	10.2	6.7
Low (50%-80% AMI)	7.4	6.5	5.3	5.7	3.7
Moderate (80%-120% AMI)	7.2	6.3	5.2	5.5	3.7
Total, Less than 120% AMI	**27.8**	**24.5**	**20.0**	**21.4**	**14.1**
Greater than 120% AMI	6.3	5.7	4.7	5.0	3.4
Total, New Households	**34.1**	**30.2**	**24.7**	**26.4**	**17.5**

Housing demand for new worker households earning less than 120% of AMI ranges from 27.8 units per 100 market rate units for large lot Single Family units, to 14.1 units per 100 market rate units for apartments. Housing demand is distributed across the lower income tiers with the greatest number of households in the under 50% of AMI tier. The finding that the jobs associated with consumer spending tend to be low-paying jobs where the workers will require housing affordable at the lower income levels is not surprising. As noted above, direct consumer spending results in employment that is concentrated in lower paid occupations including food preparation, administrative, and retail sales.

Inclusionary Percentages Supported

The analysis findings identify how many lower income households are generated for every 100 market rate units. These findings are adjusted to a supported inclusionary percentage which represents the percentage of units provided on-site within a project that would fully mitigate the affordable housing impacts as documented in this nexus analysis. While the City is considering elimination of its existing inclusionary program in favor housing impact fees, these percentages are never-the-less provided for additional information which may potentially be useful; for example, in making required findings if affordable units are proposed to be included within a project as an alternative to payment of the Housing Impact Fee.

The percentages are calculated including both market rate and affordable units (for example, 25 affordable units per 100 market rate units translates to a project of 125 units; 25 affordable units out of 125 units equals 20%).

The inset table below presents the results of the analysis, drawn from Table C-4. Each tier is cumulative, or inclusive of the tiers above. The analysis supports maximum inclusionary percentages between 12.4% and 21.7%, depending on the prototype.

Cumulative Inclusionary Percentage Supported by Nexus Analysis					
	Single Family / Large Lot	*Single Family / Small Lot*	*Townhome*	*Condo*	*Apartment*
Very Low (Under 50% AMI)	11.6%	10.5%	8.7%	9.3%	6.3%
Low (50%-80% AMI)	17.0%	15.4%	12.9%	13.7%	9.4%
Moderate (80%-120% AMI)	21.7%	19.7%	16.7%	17.6%	12.4%

The percentages shown above are not recommended inclusionary percentages. They are included for purposes of additional information relative to the alternative means of compliance provisions of the proposed Housing Impact Fee Ordinance which requires certain findings in connection with approval of a proposed alternative means of compliance.

TABLE C-1
NET NEW HOUSEHOLDS AND OCCUPATION DISTRIBUTION
EMPLOYEE HOUSEHOLDS GENERATED
RESIDENTIAL NEXUS ANALYSIS
CITY OF NEWARK, CA

	Prototype 1: SFD / Large Lot	Prototype 2: SFD / Small Lot	Prototype 3: Townhome	Prototype 4: Condo	Prototype 5: Rental
Step 1 - Employees [1]	73.1	64.8	53.0	56.6	37.5
Step 2 - Adjustment for Changing Industries (25%)	54.8	48.6	39.7	42.5	28.1
Step 3 - Adjustment for Number of Households (1.61) [2]	34.1	30.2	24.7	26.4	17.5
Step 4 - Occupation Distribution [3]					
Management Occupations	4.1%	4.0%	4.0%	4.0%	4.1%
Business and Financial Operations	3.6%	3.5%	3.5%	3.5%	3.5%
Computer and Mathematical	1.2%	1.2%	1.2%	1.2%	1.2%
Architecture and Engineering	0.3%	0.3%	0.3%	0.3%	0.3%
Life, Physical, and Social Science	0.4%	0.3%	0.3%	0.3%	0.3%
Community and Social Services	2.0%	2.0%	2.0%	2.0%	1.9%
Legal	0.6%	0.6%	0.6%	0.6%	0.6%
Education, Training, and Library	4.6%	3.3%	3.3%	3.3%	2.8%
Arts, Design, Entertainment, Sports, and Media	1.8%	1.6%	1.6%	1.6%	1.6%
Healthcare Practitioners and Technical	7.4%	8.3%	8.3%	8.3%	8.7%
Healthcare Support	4.3%	4.8%	4.8%	4.8%	5.0%
Protective Service	1.3%	1.3%	1.3%	1.3%	1.3%
Food Preparation and Serving Related	14.4%	15.1%	15.1%	15.1%	15.2%
Building and Grounds Cleaning and Maint.	6.0%	5.8%	5.8%	5.8%	5.8%
Personal Care and Service	5.7%	5.5%	5.5%	5.5%	5.3%
Sales and Related	15.3%	15.1%	15.1%	15.1%	14.6%
Office and Administrative Support	15.5%	15.6%	15.6%	15.6%	15.8%
Farming, Fishing, and Forestry	0.1%	0.1%	0.1%	0.1%	0.1%
Construction and Extraction	0.8%	0.8%	0.8%	0.8%	0.8%
Installation, Maintenance, and Repair	3.5%	3.6%	3.6%	3.6%	3.8%
Production	1.7%	1.7%	1.7%	1.7%	1.7%
Transportation and Material Moving	5.5%	5.4%	5.4%	5.4%	5.4%
Totals	100.0%	100.0%	100.0%	100.0%	100.0%
Management Occupations	1.4	1.2	1.0	1.1	0.7
Business and Financial Operations	1.2	1.1	0.9	0.9	0.6
Computer and Mathematical	0.4	0.4	0.3	0.3	0.2
Architecture and Engineering	0.1	0.1	0.1	0.1	0.1
Life, Physical, and Social Science	0.1	0.1	0.1	0.1	0.1
Community and Social Services	0.7	0.6	0.5	0.5	0.3
Legal	0.2	0.2	0.1	0.2	0.1
Education, Training, and Library	1.6	1.0	0.8	0.9	0.5
Arts, Design, Entertainment, Sports, and Media	0.6	0.5	0.4	0.4	0.3
Healthcare Practitioners and Technical	2.5	2.5	2.1	2.2	1.5
Healthcare Support	1.4	1.5	1.2	1.3	0.9
Protective Service	0.4	0.4	0.3	0.3	0.2
Food Preparation and Serving Related	4.9	4.6	3.7	4.0	2.7
Building and Grounds Cleaning and Maint.	2.0	1.7	1.4	1.5	1.0
Personal Care and Service	2.0	1.7	1.4	1.5	0.9
Sales and Related	5.2	4.6	3.7	4.0	2.6
Office and Administrative Support	5.3	4.7	3.9	4.1	2.8
Farming, Fishing, and Forestry	0.0	0.0	0.0	0.0	0.0
Construction and Extraction	0.3	0.2	0.2	0.2	0.1
Installation, Maintenance, and Repair	1.2	1.1	0.9	0.9	0.7
Production	0.6	0.5	0.4	0.4	0.3
Transportation and Material Moving	1.9	1.6	1.3	1.4	0.9
Totals	34.1	30.2	24.7	26.4	17.5

Notes:

[1] Estimated employment generated by expenditures of households within 100 prototypical market rate units. Employment estimates based on economic model, IMPLAN.

[2] Adjustment from number of workers to households using average of 1.61 workers per worker household derived from the U.S. Census American Community

[3] See Appendix 2, Tables 1 through 6 for additional information on Major Occupation Categories.

TABLE C-2
VERY LOW-INCOME EMPLOYEE HOUSEHOLDS[1] GENERATED
RESIDENTIAL NEXUS ANALYSIS
CITY OF NEWARK, CA

Per 100 Market Rate Units

	Prototype 1: SFD / Large Lot	Prototype 2: SFD / Small Lot	Prototype 3: Townhome	Prototype 4: Condo	Prototype 5: Rental
Step 5 & 6 - Very Low Income Households (under 50% AMI) within Major Occupation Categories [2]					
Management	0.01	0.01	0.01	0.01	0.00
Business and Financial Operations	0.01	0.01	0.01	0.01	0.00
Computer and Mathematical	-	-	-	-	-
Architecture and Engineering	-	-	-	-	-
Life, Physical and Social Science	-	-	-	-	-
Community and Social Services	-	-	-	-	-
Legal	-	-	-	-	-
Education Training and Library	0.27	0.17	0.14	0.15	0.09
Arts, Design, Entertainment, Sports, & Medi:	-	-	-	-	-
Healthcare Practitioners and Technical	0.02	0.02	0.01	0.02	0.01
Healthcare Support	0.56	0.56	0.45	0.49	0.33
Protective Service	-	-	-	-	-
Food Preparation and Serving Related	3.57	3.33	2.72	2.91	1.94
Building Grounds and Maintenance	0.88	0.77	0.63	0.68	0.45
Personal Care and Service	1.18	1.00	0.82	0.87	0.57
Sales and Related	2.68	2.32	1.90	2.03	1.29
Office and Admin	1.37	1.23	1.00	1.07	0.71
Farm, Fishing, and Forestry	-	-	-	-	-
Construction and Extraction	-	-	-	-	-
Installation Maintenance and Repair	0.17	0.16	0.13	0.14	0.09
Production	-	-	-	-	-
Transportation and Material Moving	0.81	0.70	0.57	0.61	0.40
Very Low Income Households - Major Occupatior	11.53	10.27	8.39	8.97	5.88
Very Low Inc. Households[1] - all other occupation:	1.64	1.42	1.16	1.24	0.81
Total Very Low Income Households[1]	**13.17**	**11.69**	**9.55**	**10.21**	**6.69**

[1] Includes households earning from zero through 50% of Alameda County Area Median Income.

[2] See Appendix 2 Tables 1 through 6 for additional information on Major Occupation Categories. Note that the model places individual employees into households. Many households have multiple income sources and therefore household income is higher than the wages shown in Appendix 2 tables 2, 4, and 6. The distribution of the number of workers per worker household and the distribution of household size are based on American Community Survey data.

TABLE C-3
IMPACT ANALYSIS SUMMARY
EMPLOYEE HOUSEHOLDS GENERATED
RESIDENTIAL NEXUS ANALYSIS
CITY OF NEWARK, CA

RESIDENTIAL UNIT DEMAND IMPACTS
PER 100 MARKET RATE UNITS

Number of New Households[1]	**Prototype 1: SFD / Large Lot**	**Prototype 2: SFD / Small Lot**	**Prototype 3: Townhome**	**Prototype 4: Condo**	**Prototype 5: Rental**
Under 50% Area Median Income	13.2	11.7	9.5	10.2	6.7
50% to 80% Area Median Income	7.4	6.5	5.3	5.7	3.7
80% to 120% Area Median Income	7.2	6.3	5.2	5.5	3.7
Subtotal through 120% of Median	27.8	24.5	20.0	21.4	14.1
Over 120% Area Median Income	6.3	5.7	4.7	5.0	3.4
Total Employee Households	34.1	30.2	24.7	26.4	17.5
Percent of New Households [1]					
Under 50% Area Median Income	39%	39%	39%	39%	38%
50% to 80% Area Median Income	22%	21%	21%	21%	21%
80% to 120% Area Median Income	21%	21%	21%	21%	21%
Subtotal through 120% of Median	81%	81%	81%	81%	81%
Over 120% Area Median Income	19%	19%	19%	19%	19%
Total Employee Households	100%	100%	100%	100%	100%

Notes
[1] Households of retail, education, healthcare and other workers that serve residents of new market rate units.

TABLE C-4
INCLUSIONARY REQUIREMENT SUPPORTED
RESIDENTIAL NEXUS ANALYSIS
CITY OF NEWARK, CA

	Prototype 1: SFD / Large Lot	Prototype 2: SFD / Small Lot	Prototype 3: Townhome	Prototype 4: Condo	Prototype 5: Rental
Supported Inclusionary Requirement					
Per 100 Market Rate Units - Cumulative Through					
50% OF MEDIAN INCOME	13.2 Units	11.7 Units	9.5 Units	10.2 Units	6.7 Units
80% OF MEDIAN INCOME	20.5 Units	18.2 Units	14.8 Units	15.9 Units	10.4 Units
120% OF MEDIAN INCOME	27.8 Units	24.5 Units	20.0 Units	21.4 Units	14.1 Units
Supported Inclusionary Percentage - Cumulative Through [1]					
50% OF MEDIAN INCOME	11.6%	10.5%	8.7%	9.3%	6.3%
80% OF MEDIAN INCOME	17.0%	15.4%	12.9%	13.7%	9.4%
120% OF MEDIAN INCOME	**21.7%**	**19.7%**	**16.7%**	**17.6%**	**12.4%**

Notes:
[1] Calculated by dividing the supported number of affordable units by the total number of units (supported affordable units + 100 market rate units).

D. MITIGATION COSTS

This section takes the conclusions of the previous section on the number of households in the lower income categories associated with the market rate units and identifies the total cost of assistance required to make housing affordable. This section puts a cost on the units for each income level to produce the "total nexus cost." This is done for each of the prototype units.

A key component of the analysis is the size of the gap between what households can afford and the cost of producing new housing in Newark, known as the 'affordability gap.' Affordability gaps are calculated for each of the three categories of area median income: Very Low (under 50% of median), Low (50% to 80%), and Moderate (80% to 120%). The following summarizes the analysis of mitigation cost which is based on the affordability gap or net cost to deliver units that are affordable to worker households in the lower income tiers. Detailed affordability gap calculations are presented in Tables D-1 through D-3 at the end of this section.

City Assisted Affordable Unit Prototypes

For estimating the affordability gap, there is a need to match a household of each income level with a unit type and size according to governmental regulations and City practices and policies. The analysis assumes that the City will assist households earning between 80% and 120% of Area Median Income with ownership units. The prototype affordable unit should reflect a modest unit consistent with what the City is likely to assist and appropriate for housing the average moderate income worker household, which in the case of Newark is assumed to be a three person household in a two-bedroom townhome unit (for reference, the average household size in Newark is 3.3 persons and for Alameda County the average is 2.8 based on the 2010-2012 American Community Survey). The analysis assumes households earning less than 80% of Area Median Income will be assisted in rental units. The analysis uses a two bedroom affordable rental prototype.

For the purposes of estimating the affordability gaps, we do not assume additional sources of affordable housing financing such as the federal and state low income housing tax credit program. While many affordable housing developments use a wide array of funding sources including tax credits, it is not assured that these sources will be available in the future. Accessing these sources is also highly competitive due to the limited supply and the amount of funding that tax credits can generate can fluctuate widely.

Development Costs

KMA prepared an estimate of total development cost for a typical two bedroom affordable rental unit (inclusive of land, all fees and permits, financing and other indirect costs) based on a review of development pro formas for recent affordable and market rate rental developments, comparable land sale data, and construction cost data sources such as RS Means. It is noted that the construction costs assume payment of prevailing wages, which would typically be

required in publicly subsidized affordable housing projects. On this basis, KMA concluded that on average, the new affordable rental units would have a total development cost per unit of $310,000.

For ownership units, total development costs (including profit) under normal market conditions, is equal to the market rate sales price. Since there are no new or recent townhome projects selling in Newark, KMA estimated the market sales price for a typical two bedroom, 1,300 square foot townhome to be $500,500 unit ($385 per square foot) based on data developed in the market survey.

Development Costs		
Income Group	*Unit Tenure / Type*	*Development Cost*
Under 50% AMI	Rental	$310,000
50% to 80% AMI	Rental	$310,000
80% to 120% AMI	Ownership	$500,500

Unit Values

For affordable ownership units, unit values are the affordable purchase prices. Affordable purchase prices for ownership units are calculated based on the purchase price affordable to a household earning 110% of the Alameda County area median income. For a two bedroom unit, KMA calculated the affordable sales price as $331,500. Details of the calculation are presented in Table D-2.

For rental units, unit values are based upon the Net Operating Income (NOI) generated by the units at the restricted rents and the resulting investment supported. For Low-Income households, affordable rents are based on households earning 60% of the Alameda County median, and for Very Low Income households, rents are based on households earning 50% of median per the California Health and Safety Code standards. The NOI is computed based on the affordable rents less vacancy and operating and maintenance expenses. The NOI is then capitalized at a target return on investment of 7.5% to estimate the supported investment for the project. It is noted that the 7.5% return is higher than would be expected for a typical market rate apartment project because rent growth in affordable housing projects is significantly constrained by increases in median incomes, which do not tend to keep pace with market rent growth. On this basis, KMA estimated the value of the Low Income rental unit at $96,000 and the Very Low Income rental unit at $70,000.

Maximum Affordable Sales Prices and Rent Levels				
Income Group	*Unit Tenure / Type*	*Household Size*	*Maximum Monthly Housing Costs*[11]	*Unit Values / Sales Price*
Under 50% AMI	Rental	3 persons	$1,052 / Month	$70,000
50% to 80% AMI	Rental	3 persons	$1,262 / Month	$96,000
80% to 120% AMI	Ownership	3 persons	$2,700 / Month	$331,500

Affordability Gap

The affordability gap is the difference between the cost of developing a residential unit and the unit values at the affordable rents or sales prices.

The resulting affordability gaps are as follows:

Affordability Gap Calculation			
	Unit Value / Sales Price	*Development Cost*	*Affordability Gap*
Affordable Rental Units			
Very Low (Under 50% AMI)	$70,000	$310,000	$240,000
Low (50% to 80% AMI)	$96,000	$310,000	$214,000
Affordable Ownership Units			
Moderate (80% to 120% AMI)	$331,500	$500,500	$169,000

Tables D-1 to D-3 present the detailed affordability gap calculations.

Total Linkage Costs

The last step in the linkage fee analysis marries the findings on the numbers of households in each of the lower income ranges associated with the five prototypes to the affordability gaps, or the costs of delivering housing to them in Newark.

Table D-4 summarizes the analysis. The Affordability Gaps are drawn from the prior discussion. The "Total Nexus Cost per Market Rate Unit" shows the results of the following calculation: the affordability gap times the number of affordable units demanded per market rate unit. (Demand for affordable units for each of the income ranges is drawn from Table C-3 in the previous section and is adjusted to a per-unit basis from the 100 unit building module.)

[11] For rental units, maximum housing costs are the affordable rents. For the moderate-income ownership unit, maximum monthly housing costs includes all housing expenses such as mortgage, insurance, property taxes , HOA dues, and utilities.

The total nexus costs for each of the prototypes are as follows:

Nexus Per Market Rate Unit						
Income Category	*Affordability Gap*	*Single Family / Large Lot*	*Single Family / Small Lot*	*Townhome*	*Condo*	*Apartment*
Very Low (30% - 50% AMI)	$240,000	$31,600	$28,000	$22,900	$24,500	$16,100
Low (50%-80% AMI)	$214,000	$15,800	$13,900	$11,300	$12,100	$8,000
Moderate (80%-120% AMI)	$169,000	$12,200	$10,700	$8,700	$9,300	$6,200
Total Nexus Costs		**$59,600**	**$52,600**	**$42,900**	**$45,900**	**$30,300**

The Total Nexus Costs, or Mitigation Costs, indicated above, may also be expressed on a per square foot level. The square foot area of the prototype unit used throughout the analysis becomes the basis for the calculation. Again, see Appendix 1 for more discussion of the prototypes. The results per square foot of building area are as follows:

Total Nexus Cost or Maximum Supported Impact Fee Per Sq.Ft. of Building Area[12]						
Income Category	*Affordability Gap*	*Single Family / Large Lot*	*Single Family / Small Lot*	*Townhome*	*Condo*	*Apartment*
Prototype Size		*2,500 SF*	*2,000 SF*	*1,500 SF*	*1,300 SF*	*850 SF*
Very Low (30% - 50% AMI)	$240,000	$12.60	$14.00	$15.30	$18.80	$18.90
Low (50%-80% AMI)	$214,000	$6.30	$7.00	$7.50	$9.30	$9.40
Moderate (80%-120% AMI)	$169,000	$4.90	$5.40	$5.80	$7.20	$7.30
Total Nexus Costs		**$23.80**	**$26.40**	**$28.60**	**$35.30**	**$35.60**

These costs express the total linkage or nexus costs for the five prototype developments in the City of Newark. These total nexus costs represent the ceiling for any requirement placed on market rate development. **The totals are not recommended levels for fees; they represent only the maximums established by this analysis, below which fees or other requirements may be set.**

[12] Findings are presented based on net rentable or sellable square footage

TABLE D-1
AFFORDABILITY GAP CALCULATION FOR MODERATE INCOME
RESIDENTIAL NEXUS ANALYSIS
CITY OF NEWARK, CA

I.	**City-Assisted Affordable For-Sale Prototype**	
	Building Type	2-BR Townhome
	Density	25 du/ac
	Number of Bedrooms	2-BR
	Unit Size	1,300 SF
	Market Rate Sale Price	$500,500
II.	**Affordable Sales Price**	
	Household Size	3 person HH
	110% of Median Income	$84,150
	Maximum Affordable Sales Price [1]	$331,500
III.	**Affordability Gap**	
	Market Rate Sale Price	$500,500
	(Less) Affordable Price	($331,500)
	Affordability Gap	$169,000

[1] See Table D-2 for KMA estimate.

TABLE D-2
ESTIMATED AFFORDABLE HOUSING PRICES - MODERATE INCOME
RESIDENTIAL NEXUS ANALYSIS
CITY OF NEWARK, CA

Unit Size	2-Bedroom Unit
Household Size	3-person HH
100% AMI Alameda County 2013	$84,150
Annual Income @ 110%	$92,565
% of AMI	110.0%
% for Housing Costs	35%
Available for Housing Costs	$32,398
(Less) Property Taxes	($4,150)
(Less) HOA	($2,700)
(Less) Utilities	($1,068)
(Less) Insurance	($1,080)
(Less) Mortgage Insurance	($4,253)
Income Available for Mortgage	$19,147
Mortgage Amount	$314,900
Down Payment (homebuyer cash)	$16,600
Supported Home Price	$331,500
Key Assumptions	
- Mortgage Interest Rate	4.50%
- Down Payment	5.0%
- Property Taxes (% of sales price)	1.25%
- HOA (per month)	$225
- Utilities (per month)	$89
- Mortgage Insurance (% of loan amount)	1.35%

TABLE D-3
AFFORDABILITY GAPS FOR VERY LOW AND LOW INCOME HOUSEHOLDS
RESIDENTIAL NEXUS ANALYSIS
CITY OF NEWARK, CA

		50% AMI	60% AMI
I. Affordable Rent			
Average Number of Bedrooms		2 Bedrooms	2 Bedrooms
Average Household Size		3 Persons per HH	3 Persons per HH
Household Income		$42,075	$50,490
Income Allocation to Housing		30%	30%
Monthly Housing Cost		$1,052	$1,262
(Less) Utility Allowance		($44)	($44) [1]
Maximum Monthly Rent		$1,008	$1,218
II. Net Operating Income (NOI)		Per Unit	Per Unit
Gross Scheduled Income (GSI)			
Monthly		$1,008	$1,218
Annual		$12,095	$14,619
Other Income		$250	$250
(Less) Vacancy	5%	($617)	($743)
Effective Gross Income (EGI)		$11,727	$14,126
(Less) Operating Expenses[2]		($5,500)	($5,500)
(Less) Property Taxes	1.25%	($1,000)	($1,390)
Net Operating Income (NOI)		$5,227	$7,236
III. Capitalized Value and Affordability Gap			
Net Operating Income (NOI)		$5,227	$7,236
Target Return on Investment		7.50%	7.50%
Total Capitalized Value		$70,000	$96,000
(Less) Total Development Costs[3]		($310,000)	($310,000)
Affordability Gap		($240,000)	($214,000)

[1] Utility allowances from Alameda County Housing Authority.
[2] Includes replacement reserves.
[3] Development costs estimated by KMA based on project comps (includes prevailing wages).

TABLE D-4
SUPPORTED FEE / NEXUS SUMMARY PER UNIT
RESIDENTIAL NEXUS ANALYSIS
CITY OF NEWARK, CA

TOTAL NEXUS COST PER MARKET RATE UNIT

		Nexus Cost Per Market Rate Unit [3]				
	Affordability Gap [1]	Prototype 1: SFD / Large Lot	Prototype 2: SFD / Small Lot	Prototype 3: Townhome	Prototype 4: Condo	Prototype 5: Rental
Household Income Level						
Under 50% Area Median Income	$240,000 [1]	$31,600	$28,000	$22,900	$24,500	$16,100
50% to 80% Area Median Income	$214,000 [1]	$15,800	$13,900	$11,300	$12,100	$8,000
80% to 120% Area Median Income	$169,000 [2]	$12,200	$10,700	$8,700	$9,300	$6,200
Total Supported Fee / Nexus		**$59,600**	**$52,600**	**$42,900**	**$45,900**	**$30,300**

TOTAL NEXUS COST PER SQUARE FOOT OF BUILDING AREA [4]

		Nexus Cost Per Square Foot (Net Rentable / Sellable) [4]				
		Prototype 1: SFD / Large Lot	Prototype 2: SFD / Small Lot	Prototype 3: Townhome	Prototype 4: Condo	Prototype 5: Rental
	Unit Size (SF)	2,500 SF	2,000 SF	1,500 SF	1,300 SF	850 SF
Household Income Level						
Under 50% Area Median Income		$12.60	$14.00	$15.30	$18.80	$18.90
50% to 80% Area Median Income		$6.30	$7.00	$7.50	$9.30	$9.40
80% to 120% Area Median Income		$4.90	$5.40	$5.80	$7.20	$7.30
Total Supported Fee / Nexus		**$23.80**	**$26.40**	**$28.60**	**$35.30**	**$35.60**

Notes:
[1] Assumes affordable rental units (2-3 story apartment). See Table D-3.
[2] Affordability gap for moderate income households based on ownership unit (townhome) priced at 110% AMI. See Table D-1.
[3] Nexus cost per unit computed by multiplying affordable unit demand per 100 units from Table C-3 by the affordability gap and dividing by 100 units.
[4] Computed by dividing the nexus cost per unit by the square footage of the unit.

ADDENDUM: ADDITIONAL BACKGROUND AND NOTES ON SPECIFIC ASSUMPTIONS

No Excess Supply of Affordable Housing

An assumption of this residential nexus analysis is that there is no excess supply of affordable housing available to absorb or offset new demand; therefore, new affordable units are needed to mitigate the new affordable housing demand generated by development of new market rate residential units. Based on a review of the City's current Housing Element, conditions in Newark are consistent with this underlying assumption. According to the Housing Element for the 2007 to 2014 period, approximately one third of all households in the City were paying more than thirty percent of their income on housing. Current Census data (2010 to 2012 ACS) indicates that this percentage has now climbed to over 40% of households that are spending more than 30% of their income on housing. Vacancy rates in Newark are around 2% according to Census data.

Affordability Gap

The use of the affordability gap for establishing a maximum fee supported from the nexus analysis is grounded in the concept that a jurisdiction will be responsible for delivering affordable units to mitigate impacts. The nexus analysis has established that units will be needed at one or more different affordability levels and the type of unit to be delivered depends on the income/affordability level. In Newark, the City is anticipated to assist in the development of rental units for household incomes less than 80% of median and for moderate income households, ownership units are assumed to be assisted.

The units assisted by the public sector for affordable households are usually small in square foot area (for the number of bedrooms) and modest in finishes and amenities. As a result, in some communities these units are similar in physical configuration to what the market is delivering at market rate; in other communities (particularly very high income communities), they may be smaller and more modest than what the market is delivering. Parking, for example, is usually the minimum permitted by the code. In some communities where there is a wide range in land cost per acre or per unit, it may be assumed that affordable units are built on land parcels in the lower portion of the cost range. KMA tries to develop a total development cost summary that represents the lower half of the average range, but not so low as to be unrealistic.

If the affordability gap is the difference between total development cost and the affordable sales price, the question sometimes arises as to how total development cost is defined. KMA defines total development costs as including land costs, construction costs, site improvements, architectural and engineering, financing and all other indirect costs, and an allowance for an industry profit (non-profit developers receive a development fee instead).

In a healthy and stable economy, when projects are feasible, the sales price is therefore the same as the total development cost inclusive of profit. In some economic cycles sales prices

might enable larger than standard profits, as was the case in the 2002 to 2004 period, for example, when sales prices escalated ahead of construction and land costs, and sales prices were achieved that enabled higher than standard profit margins. In other market cycles, such as the recent housing downturn, sales prices were depressed such that they were not high enough to cover total development costs and there is no profit. Projects are not feasible during these periods.

Excess Capacity of Labor Force

In the context of economic downturns such as the recent severe recession, the question is sometimes raised as to whether there is excess capacity in the labor force to the extent that consumption impacts generated by new households will be in part, absorbed by existing jobs and workers, thus resulting in fewer net new jobs. In response, an impact analysis of this nature is a one-time impact requirement to address impacts generated over the life of the project. Recessions are temporary conditions; a healthy economy will return and the impacts will be experienced. The economic cycle also self-adjusts. Development of new residential units is not likely to occur until conditions improve or there is confidence that improved conditions are imminent. When this occurs, the improved economic condition of the households in the local area will absorb the current underutilized capacity of existing workers, employed and unemployed. By the time new units become occupied, economic conditions will have likely improved.

The Burden of Paying for Affordable Housing

Newark's impact fee program will not place all burden for the creation of affordable housing on new residential construction. Newark currently has a Housing Impact Fee that applies to commercial development. The burden of affordable housing is also borne by many sectors of the economy and society. A most important source in recent years of funding for affordable housing development comes from the federal government in the form of tax credits (which result in reduced income tax payment by tax credit investors in exchange for equity funding). Additionally there are other federal grant and loan programs administered by the Department of Housing and Urban Development and other federal agencies. The State of California also plays a major role with a number of special financing and funding programs. Much of the state money is funded by voter approved bond measures paid for by all Californians.

Local governments play a large role in affordable housing. In addition, private sector lenders play an important role, some voluntarily and others less so with the requirements of the Community Reinvestment Act. Then there is the non-profit sector, both sponsors and developers that build much of the affordable housing.

In summary, all levels of government and many private parties, for profit and non-profit contribute to supplying affordable housing. Residential developers are not being asked to bear the burden alone any more than they are assumed to be the only source of demand or cause for

needing affordable housing in our communities. Based on past experience, the impact fee program will fund only a small percentage of the affordable housing needed in the City of Newark.

Disclaimers

This report has been prepared using the best and most recent data available at the time of the analysis. Local data and sources were used wherever possible. Major sources include the U.S. Census Bureau: 2010-2012 American Community Survey, California Employment Development Department and the IMPLAN model. While we believe all sources utilized are sufficiently sound and accurate for the purposes of this analysis, we cannot guarantee their accuracy. Keyser Marston Associates, Inc. assumes no liability for information from these and other sources.

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APPENDIX 1: MARKET SURVEY

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I. INTRODUCTION

One of the underlying components of the Residential Nexus Study is the identification of residential building prototypes that are expected to be developed in the City of Newark, both today and in the future, and what the market prices for those prototypes will be. These market prices are then used to estimate the incomes of new households that will live in those units and a quantification of the number and types of new jobs that will be created as a result of those households. In this section, Keyser Marston Associates (KMA) describes the residential building prototypes utilized for the analysis, summarizes the residential market data researched, and describes the market price point conclusions drawn therefrom.

II. RESIDENTIAL PROTOTYPES

In collaboration with City staff, a total of five market rate residential prototypes were selected for market pricing – four for-sale prototypes and one rental prototype. The intent of the selected prototypes is to identify representative development prototypes that are envisioned to be developed in Newark in the future. It is noted that one prototype, the stacked flat condominiums, is not commonly being developed outside of San Francisco and select high-value Peninsula and South Bay locales. However, stacked flat condos may become possible in Newark as the market continues to mature.

Residential Prototypes	Density	Avg. Unit Size
For-Sale Prototypes		
1) Larger Lot Single Family Detached Homes	8 du/acre	2,500 sq. ft.
2) Small Lot Single Family Detached	12 du/acre	2,000 sq. ft.
3) Townhomes	18 du/acre	1,500 sq. ft.
4) Stacked Flat Condominiums	50 du/acre	1,300 sq. ft.
Rental Prototype		
5) 2-3 Story Apartments	25 du/acre	850 sq. ft.

Source: KMA in collaboration with City of Newark

III. MARKET SURVEY & PRICE ESTIMATES

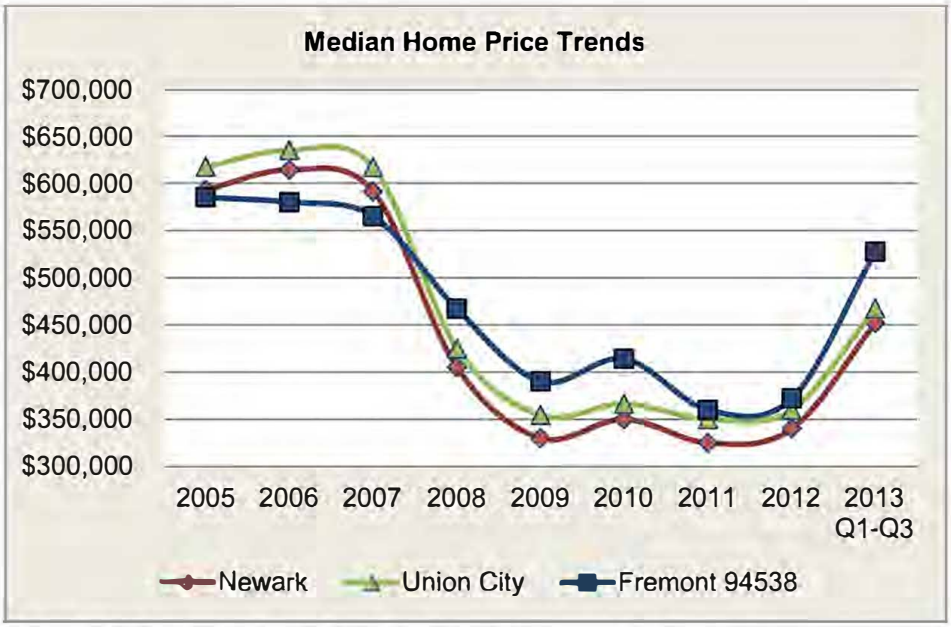
a) Residential Building Activity

The City of Newark has not had significant new home construction in the last ten years. A limited amount of developable land in Newark in combination with the downturn in the real estate market resulting from the recession has kept construction to a minimum. However, Newark is anticipating additional residential development in the coming years and has several large residential developments in the planning stages.

b) Overview of For-Sale Market

The median home price in Newark declined nearly half during the recession – from a high of $614,000 in 2006 to $325,000 in 2011 (there was a slight uptick in pricing in 2010 resulting from a temporary federal homebuyer tax credit). The median price rebounded significantly, about 30%, between 2012 and 2013.

Since Newark has experienced almost no new residential construction in recent years, market pricing for this analysis has also been based on a review of market comps in the neighboring cities of Fremont and Union City. The median home price chart below also includes Union City and Fremont (zip code 94538). As shown, the median home price trend for Union City and Fremont zip code 94538 is similar to that of Newark.



Source: Dataquick, city-data.com. Note: The median home prices for Fremont zip code 94538 (Irvington/South Fremont area) are the lowest of the four Fremont zip codes and the closest to the Newark medians.

The recent rebound in median home prices can be attributed to improvement in the broader economy as well as to continued favorable mortgage interest rates and low home inventories. It would be expected that the pace of home price escalation will moderate as home inventories increase to more typical levels, and as federal policy makers continue to allow mortgage interest rates to rise gradually from the historic lows experienced over the course of the last couple of years.

c) New For-Sale Home Projects and Pricing

In order to estimate market pricing of the four for-sale residential prototypes, KMA first researched asking prices of newly constructed homes currently on the market. Market research

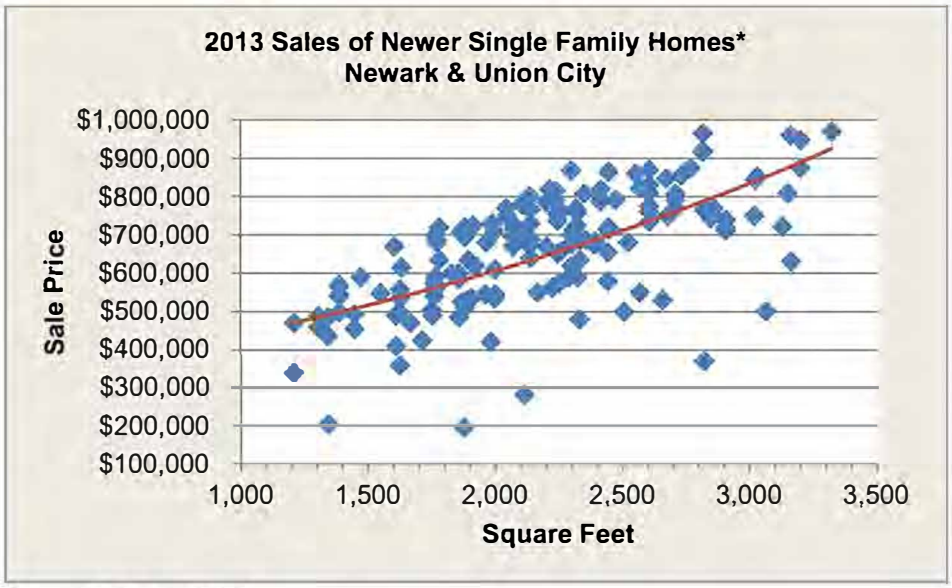
firm Real Estate Economics identified just one single family home development and two attached townhome developments currently being marketed for sale in the City of Fremont. There were no new projects identified in Newark or Union City.

Newly Built Residential Projects	Location	Unit Sizes	Price	Price PSF
Single Family Detached				
1) Central Park Terraces	Union St & Railroad Ave, Fremont (94538)	1,644 sf	$677,990	$412
		1,712 sf	$706,990	$413
		2,094 sf	$761,990	$364
Attached Townhomes				
1) Lunare Townhomes	Blacow & Fremont Blvd, Fremont (94538)	1,198 sf	$495,000	$413
		1,425 sf	$575,000	$404
2) Tavenna	Ardenwood Blvd & Paseo Padre, Fremont (94555)	1,246 sf	$578,490	$464
		1,617 sf	$693,490	$429
		1,701 sf	$720,490	$424
		1,969 sf	$753,490	$383

Source: Real Estate Economics (December 2013).

d) Re-Sale Home Prices

Given the limited number of newly built homes currently on the market, KMA also analyzed re-sale prices of existing homes as an additional source of data to estimate the prototype home prices. These prices are shown in the chart below.



**Homes built since 1990*
Source: Dataquick

e) For-Sale Prototype Price Estimates

The pricing of new home developments currently on the market combined with the re-sale data noted above formed the basis for KMA's prototype price estimates. The prototype pricing estimates took into consideration the following factors:

- Based on the median home prices in Newark as compared to Union City and Fremont (zip code 94538), the prototype pricing assumes somewhat lower pricing in Newark than in these neighboring locales;
- In general, larger homes sell for a higher total price but a lower price per square foot than smaller homes; and
- In general, newly built homes sell for a premium over re-sales, all else being equal.

Consistent with these factors, the prices of the Newark residential prototypes have been conservatively estimated lower than the three new developments currently being marketed in Fremont but are higher than the trend line average of re-sale homes.

For-Sale Prototype Price Estimates	Size	Price	Price PSF
Prototype 1: Larger Lot Single Family Detached Homes	2,500 sf	$787,500	$315
Prototype 2: Small Lot Single Family Detached	2,000 sf	$700,000	$350
Prototype 3: Townhomes	1,500 sf	$562,500	$375
Prototype 4: Stacked Flat Condominiums	1,300 sf	$580,000*	$446*

**Price required for feasibility*

It is noted that the sale price for the stacked flat condominium prototype is based on a price required for feasibility rather than a theoretical current market price. Historically, stacked flat condominiums have not been built in Newark or in neighboring jurisdictions due to the fact that the prices that these types of units can be sold for in this area are not sufficient to offset the higher development cost. This study assumes that stacked flat condominiums will only be built if market prices are sufficient to achieve financially feasibility.

f) Rental Housing Market

Average apartment rents in Newark are positioned at roughly the mid-point of other cities in Alameda County and slightly above neighboring Fremont and Union City.

Alameda County Average Apartment Rents (Q4 2013)		
1.	Berkeley	$2,502
2.	Emeryville	$2,294
3.	Oakland	$2,133
4.	Dublin	$2,035
5.	Pleasanton	$1,924
6.	Newark	$1,856
7.	Fremont	$1,801
8.	Union City	$1,798
9.	Alameda	$1,757
10.	Livermore	$1,615
11.	Hayward	$1,465
12.	Castro Valley	$1,430
13.	San Leandro	$1,305

Source: RealFacts

In general, the apartment market throughout the Bay Area has enjoyed increasingly healthy conditions in the last few years, evidenced by rising rents and high occupancy rates.

In order to estimate apartment rents for newly built units in Newark, KMA conducted a survey of eleven apartment developments in Newark, Union City, and Fremont. Of these properties, the range of rents is roughly as follows (additional detail is contained in Appendix 1: Table 1):

Apartment Survey	Average Sq. Ft.	Average Rent	Rent/Sq. Ft.
1-Bedroom	744 sf	$1,809 - $2,120	$2.43 - $2.85
2-Bedroom	982 sf	$2,165 - $2,371	$2.20 - $2.41
All Unit Sizes	863 sf	$1,989 - $2,239	$2.30 - $2.59

Source: KMA Survey (December 2013)

g) Rental Prototype Rent Estimates

The following are KMA's rent estimates for the Newark rental prototype. While rent growth has been significant over the course of the last several years in the Newark market, we have not escalated current rents for purposes of this analysis. We anticipate the rate of rent growth to slow in the balance of 2014.

Rental Prototype Rent Estimates	Sq. Ft.	Rent/Month	Rent/Sq. Ft.
Prototype 5: 2-3 Story Apartments	850 sf	$2,000	$2.35

APPENDIX 1, TABLE 1
ASKING APARMENT RENTS - SELECT DEVELOPMENTS IN NEWARK, UNION CITY, FREMONT
RESIDENTIAL NEXUS ANALYSIS
CITY OF NEWARK, CA

		Sq. Ft.	Low Rent	High Rent	Low $/SF	High $/SF
Newark Apartments						
Sycamore Bay	*37171 Sycamore Street, Newark (Built 1998)*					
1 BD/ 1 BA		665	$1,921	$2,111	$2.89	$3.17
1 BD/ 1 BA		709	$1,920	$2,041	$2.71	$2.88
2 BD/ 2 BA		958	$2,984	$3,110	$3.11	$3.25
2 BD/ 2 BA		963	$2,241	$2,241	$2.33	$2.33
2 BD/ 2 BA		977	$2,407	$2,407	$2.46	$2.46
2 BD/ 2 BA		1,008	$2,210	$2,437	$2.19	$2.42
Average		880	$2,281	$2,391	$2.59	$2.72
Bay Bridge Apartments	*35655 Haley Street, Newark (Built 1981)*					
1 BD/ 1 BA		487	$1,380	$1,380	$2.83	$2.83
2 BD/ 1 BA		749	$1,645	$1,645	$2.20	$2.20
Average		618	$1,513	$1,513	$2.45	$2.45
Alderwood Park	*37057 Magnolia Street, Newark (Built 1986)*					
1 BD/ 1 BA		685	$1,521	$1,636	$2.22	$2.39
2 BD/ 1 BA		850	$1,776	$1,939	$2.09	$2.28
2 BD/ 2 BA		909	$1,922	$1,922	$2.11	$2.11
Average		815	$1,740	$1,832	$2.14	$2.25
Union City Apartments						
Avalon Union City	*24 Union Square, Union City (Built 2009)*					
1 BD/ 1 BA		683	$1,725	$2,800	$2.53	$4.10
1 BD/ 1 BA		700	$1,755	$2,800	$2.51	$4.00
1 BD/ 1 BA		732	$1,750	$2,840	$2.39	$3.88
1 BD/ 1 BA		792	$1,830	$2,875	$2.31	$3.63
1 BD/ 1 BA		919	$1,850	$2,895	$2.01	$3.15
2 BD/ 1 BA		1,146	$2,195	$3,505	$1.92	$3.06
2 BD/ 2 BA		1,331	$2,305	$3,625	$1.73	$2.72
Average		900	$1,916	$3,049	$2.13	$3.39
Eaves Union City	*2175 Decoto Road, Union City (Built 1973)*					
1 BD/ 1 BA		650	$1,660	$1,795	$2.55	$2.76
1 BD/ 1 BA		650	$1,500	$1,520	$2.31	$2.34
2 BD/ 1 BA		830	$1,885	$1,970	$2.27	$2.37
2 BD/ 1 BA		830	$1,795	$1,835	$2.16	$2.21
Average		740	$1,710	$1,780	$2.31	$2.41

	Sq. Ft.	Low Rent	High Rent	Low $/SF	High $/SF
Verandas	*33 Union Square, Union City (Built 1989)*				
1 BD/ 1 BA	603	$1,630	$2,244	$2.70	$3.72
1 BD/ 1 BA	777	$1,735	$2,537	$2.23	$3.27
2 BD/ 2 BA	955	$1,998	$2,854	$2.09	$2.99
Average	778	$1,788	$2,545	$2.30	$3.27
Skylark	*34655 Skylark Drive, Union City (Built 1986)*				
1 BD/ 1 BA	716	$1,575	$1,575	$2.20	$2.20
2 BD/ 1 BA	850	$1,620	$1,620	$1.91	$1.91
2 BD/ 2 BA	913	$1,775	$1,790	$1.94	$1.96
2 BD/ 2 BA	946	$1,795	$1,830	$1.90	$1.93
Average	856	$1,691	$1,704	$1.98	$1.99
Fremont Apartments					
Paragon	*3700 Beacon Avenue, Fremont (Built 2013)*				
1 BD/ 1 BA	685	$1,865	$1,895	$2.72	$2.77
1 BD/ 1 BA	738	$1,960	$2,050	$2.66	$2.78
1 BD/ 1 BA	832	$2,115	$2,130	$2.54	$2.56
1 BD/ 1 BA	854	$2,190	$2,190	$2.56	$2.56
2 BD/ 2 BA	1,058	$2,430	$2,475	$2.30	$2.34
2 BD/ 2 BA	1,111	$2,650	$2,650	$2.39	$2.39
2 BD/ 2 BA	1,159	$2,575	$2,575	$2.22	$2.22
2 BD/ 2 BA	1,179	$2,500	$2,645	$2.12	$2.24
Average	952	$2,286	$2,326	$2.40	$2.44
Archstone Fremont Center	*39410 Civic Drive, Fremont (Built 2001)*				
1 BD/ 1 BA	786	$1,940	$1,960	$2.47	$2.49
1 BD/ 1 BA	798	$2,005	$2,005	$2.51	$2.51
1 BD/ 1 BA	925	$2,060	$2,160	$2.23	$2.34
1 BD/ 1 BA	1,050	$2,090	$2,090	$1.99	$1.99
2 BD/ 2 BA	982	$2,415	$2,505	$2.46	$2.55
2 BD/ 2 BA	1,039	$2,410	$2,410	$2.32	$2.32
3 BD/ 2 BA	1,421	$3,235	$3,235	$2.28	$2.28
Average	1,000	$2,308	$2,338	$2.31	$2.34
Creekside Village	*2999 Sequoia Avenue, Fremont (Built 1986)*				
1 BD/ 1 BA	640	$1,706	$1,994	$2.67	$3.12
1 BD/ 1 BA	720	$1,762	$1,968	$2.45	$2.73
2 BD/ 2 BA	870	$2,079	$2,260	$2.39	$2.60
2 BD/ 2 BA	910	$2,182	$2,442	$2.40	$2.68
Average	785	$1,932	$2,166	$2.46	$2.76
Avalon Fremont	*39939 Stevenson Common, Fremont (Built 1992)*				
1 BD/ 1 BA	761	$1,760	$1,790	$2.31	$2.35
1 BD/ 1 BA	785	$1,820	$1,845	$2.32	$2.35
2 BD/ 2 BA	1,056	$2,165	$2,205	$2.05	$2.09
Average	867	$1,915	$1,947	$2.21	$2.24

Source: Project websites; ApartmentGuide.com; Rent.com; RealFacts (December 2013)

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APPENDIX 2: SUPPORTING TECHNICAL TABLES

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APPENDIX 2, TABLE 1
WORKER OCCUPATION DISTRIBUTION, 2012
SERVICES TO HOUSEHOLDS EARNING $75-$100,000, RESIDENT SERVICES
RESIDENTIAL NEXUS ANALYSIS
CITY OF NEWARK, CA

Major Occupations (2% or more)	Worker Occupation Distribution[1] Services to Households Earning $75-$100,000
Management Occupations	*4.0%*
Business and Financial Operations Occupations	*3.4%*
Education, Training, and Library Occupations	*2.7%*
Healthcare Practitioners and Technical Occupations	*8.4%*
Healthcare Support Occupations	*4.9%*
Food Preparation and Serving Related Occupations	*14.8%*
Building and Grounds Cleaning and Maintenance Occupations	*5.7%*
Personal Care and Service Occupations	*5.2%*
Sales and Related Occupations	*14.3%*
Office and Administrative Support Occupations	*15.4%*
Installation, Maintenance, and Repair Occupations	*3.7%*
Transportation and Material Moving Occupations	*5.3%*
All Other Worker Occupations - Services to Households Earning $75-$100,000	*12.1%*
INDUSTRY TOTAL	100.0%

[1] Distribution of employment by industry is per the IMPLAN model and the distribution of occupational employment within those industries is based on the Bureau of Labor Statistics Occupational Employment Survey.

Source: Bureau of Labor Statistics, IMPLAN
Keyser Marston Associates, Inc.
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APPENDIX 2, TABLE 2
AVERAGE ANNUAL WORKER COMPENSATION, 2013
SERVICES TO HOUSEHOLDS EARNING $75-$100,000
RESIDENTIAL NEXUS ANALYSIS
CITY OF NEWARK, CA

Occupation [3]	2013 Avg. Compensation [1]	% of Total Occupation Group [2]	% of Total Resident Services Workers
Page 1 of 4			
Management Occupations			
Chief Executives	$199,700	3.7%	0.2%
General and Operations Managers	$132,900	32.9%	1.3%
Sales Managers	$141,700	5.2%	0.2%
Administrative Services Managers	$101,200	3.9%	0.2%
Financial Managers	$144,800	6.7%	0.3%
Food Service Managers	$51,200	5.8%	0.2%
Medical and Health Services Managers	$113,500	7.6%	0.3%
Property, Real Estate, and Community Association Managers	$85,600	10.8%	0.4%
Social and Community Service Managers	$74,600	3.6%	0.1%
All other Management Occupations (Avg. All Categories)	$119,300	19.8%	0.8%
Weighted Mean Annual Wage	*$119,300*	**100.0%**	**4.0%**
Business and Financial Operations Occupations			
Human Resources Specialists	$74,600	5.9%	0.2%
Labor Relations Specialists	$81,200	3.8%	0.1%
Management Analysts	$103,200	5.9%	0.2%
Training and Development Specialists	$86,500	4.2%	0.1%
Market Research Analysts and Marketing Specialists	$86,100	7.1%	0.2%
Business Operations Specialists, All Other	$89,300	13.1%	0.4%
Accountants and Auditors	$80,100	17.1%	0.6%
Financial Analysts	$98,300	4.7%	0.2%
Personal Financial Advisors	$81,000	5.4%	0.2%
Loan Officers	$83,100	4.7%	0.2%
All Other Business and Financial Operations Occupations (Avg. All Categories)	$85,700	28.2%	1.0%
Weighted Mean Annual Wage	*$85,700*	**100.0%**	**3.4%**
Education, Training, and Library Occupations			
Vocational Education Teachers, Postsecondary	$57,600	4.6%	0.1%
Preschool Teachers, Except Special Education	$33,900	12.7%	0.3%
Elementary School Teachers, Except Special Education	$71,200	9.2%	0.2%
Middle School Teachers, Except Special and Career/Technical Education	$71,000	4.1%	0.1%
Secondary School Teachers, Except Special and Career/Technical Education	$71,600	6.4%	0.2%
Self-Enrichment Education Teachers	$51,100	10.9%	0.3%
Substitute Teachers	$41,500	4.6%	0.1%
Teachers and Instructors, All Other, Except Substitute Teachers	$60,400	7.4%	0.2%
Teacher Assistants	$32,000	15.9%	0.4%
All Other Education, Training, and Library Occupations (Avg. All Categories)	$50,200	24.1%	0.7%
Weighted Mean Annual Wage	*$50,200*	**100.0%**	**2.7%**

Sources: U.S. Bureau of Labor Statistics, California Employment Development Department, IMPLAN
Keyser Marston Associates, Inc.
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APPENDIX 2, TABLE 2
AVERAGE ANNUAL WORKER COMPENSATION, 2013
SERVICES TO HOUSEHOLDS EARNING $75-$100,000
RESIDENTIAL NEXUS ANALYSIS
CITY OF NEWARK, CA

Occupation [3]	2013 Avg. Compensation [1]	% of Total Occupation Group [2]	% of Total Resident Services Workers
Page 2 of 4			
Healthcare Practitioners and Technical Occupations			
Pharmacists	$131,300	3.8%	0.3%
Physicians and Surgeons, All Other	$190,500	4.4%	0.4%
Registered Nurses	$115,100	31.1%	2.6%
Dental Hygienists	$98,900	3.8%	0.3%
Pharmacy Technicians	$47,100	5.0%	0.4%
Licensed Practical and Licensed Vocational Nurses	$60,400	9.5%	0.8%
All Other Healthcare Practitioners and Technical Occupations (Avg. All Categories)	$105,900	42.4%	3.6%
Weighted Mean Annual Wage	*$105,900*	**100.0%**	**8.4%**
Healthcare Support Occupations			
Home Health Aides	$29,100	21.3%	1.0%
Nursing Assistants	$35,300	32.9%	1.6%
Dental Assistants	$40,300	10.0%	0.5%
Medical Assistants	$37,700	17.0%	0.8%
All Other Healthcare Support Occupations (Avg. All Categories)	$34,800	18.8%	0.9%
Weighted Mean Annual Wage	*$34,800*	**100.0%**	**4.9%**
Food Preparation and Serving Related Occupations			
First-Line Supervisors of Food Preparation and Serving Workers	$31,700	7.0%	1.0%
Cooks, Fast Food	$19,900	4.8%	0.7%
Cooks, Restaurant	$26,200	9.0%	1.3%
Food Preparation Workers	$22,800	6.3%	0.9%
Bartenders	$22,600	5.0%	0.7%
Combined Food Preparation and Serving Workers, Including Fast Food	$21,500	26.1%	3.9%
Counter Attendants, Cafeteria, Food Concession, and Coffee Shop	$20,600	3.6%	0.5%
Waiters and Waitresses	$21,600	21.0%	3.1%
Dining Room and Cafeteria Attendants and Bartender Helpers	$19,400	3.2%	0.5%
Dishwashers	$21,600	4.4%	0.7%
Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop	$20,900	3.1%	0.5%
All Other Food Preparation and Serving Related Occupations (Avg. All Categories)	$22,700	6.6%	1.0%
Weighted Mean Annual Wage	*$22,700*	**100.0%**	**14.8%**
Building and Grounds Cleaning and Maintenance Occupations			
First-Line Supervisors of Housekeeping and Janitorial Workers	$47,200	3.4%	0.2%
Janitors and Cleaners, Except Maids and Housekeeping Cleaners	$31,800	51.0%	2.9%
Maids and Housekeeping Cleaners	$29,600	12.4%	0.7%
Landscaping and Groundskeeping Workers	$31,600	25.1%	1.4%
All Other Building and Grounds Cleaning and Maintenance Occupations (Avg. All Cat	$32,000	8.2%	0.5%
Weighted Mean Annual Wage	*$32,000*	**100.0%**	**5.7%**

Sources: U.S. Bureau of Labor Statistics, California Employment Development Department, IMPLAN
Keyser Marston Associates, Inc.
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APPENDIX 2, TABLE 2
AVERAGE ANNUAL WORKER COMPENSATION, 2013
SERVICES TO HOUSEHOLDS EARNING $75-$100,000
RESIDENTIAL NEXUS ANALYSIS
CITY OF NEWARK, CA

Occupation [3]	2013 Avg. Compensation [1]	% of Total Occupation Group [2]	% of Total Resident Services Workers
Page 3 of 4			
Personal Care and Service Occupations			
First-Line Supervisors of Personal Service Workers	$42,900	3.6%	0.2%
Nonfarm Animal Caretakers	$25,500	5.1%	0.3%
Ushers, Lobby Attendants, and Ticket Takers	$22,300	3.7%	0.2%
Amusement and Recreation Attendants	$22,700	5.9%	0.3%
Hairdressers, Hairstylists, and Cosmetologists	$29,500	16.8%	0.9%
Manicurists and Pedicurists	$18,900	3.0%	0.2%
Childcare Workers	$23,600	11.8%	0.6%
Personal Care Aides	$22,600	25.9%	1.4%
Fitness Trainers and Aerobics Instructors	$50,600	5.6%	0.3%
Recreation Workers	$28,200	5.3%	0.3%
All Other Personal Care and Service Occupations (Avg. All Categories)	$27,100	13.1%	0.7%
Weighted Mean Annual Wage	*$27,100*	**100.0%**	**5.2%**
Sales and Related Occupations			
First-Line Supervisors of Retail Sales Workers	$49,500	9.8%	1.4%
Cashiers	$26,400	25.5%	3.6%
Counter and Rental Clerks	$33,900	4.6%	0.7%
Retail Salespersons	$28,700	37.1%	5.3%
Sales Representatives, Services, All Other	$71,400	3.1%	0.4%
Sales Representatives, Wholesale and Manufacturing, Except Technical and Scientif	$73,800	5.3%	0.8%
Real Estate Sales Agents	$36,700	3.4%	0.5%
All Other Sales and Related Occupations (Avg. All Categories)	$35,100	11.2%	1.6%
Weighted Mean Annual Wage	*$35,100*	**100.0%**	**14.3%**
Office and Administrative Support Occupations			
First-Line Supervisors of Office and Administrative Support Workers	$62,400	6.5%	1.0%
Bookkeeping, Accounting, and Auditing Clerks	$45,900	7.5%	1.2%
Customer Service Representatives	$43,200	9.4%	1.4%
Receptionists and Information Clerks	$34,600	7.9%	1.2%
Stock Clerks and Order Fillers	$29,100	11.0%	1.7%
Executive Secretaries and Executive Administrative Assistants	$60,100	3.4%	0.5%
Medical Secretaries	$41,800	4.7%	0.7%
Secretaries and Administrative Assistants, Except Legal, Medical, and Executive	$43,500	10.2%	1.6%
Office Clerks, General	$37,400	13.8%	2.1%
All Other Office and Administrative Support Occupations (Avg. All Categories)	$41,800	25.6%	3.9%
Weighted Mean Annual Wage	*$41,800*	**100.0%**	**15.4%**
Installation, Maintenance, and Repair Occupations			
First-Line Supervisors of Mechanics, Installers, and Repairers	$80,500	7.8%	0.3%
Automotive Body and Related Repairers	$51,400	5.5%	0.2%
Automotive Service Technicians and Mechanics	$50,300	20.0%	0.7%
Bus and Truck Mechanics and Diesel Engine Specialists	$58,500	3.3%	0.1%
Maintenance and Repair Workers, General	$45,800	35.4%	1.3%
All Other Installation, Maintenance, and Repair Occupations (Avg. All Categories)	$51,800	28.0%	1.0%
Weighted Mean Annual Wage	*$51,800*	**100.0%**	**3.7%**

Sources: U.S. Bureau of Labor Statistics, California Employment Development Department, IMPLAN
Keyser Marston Associates, Inc.
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APPENDIX 2, TABLE 2
AVERAGE ANNUAL WORKER COMPENSATION, 2013
SERVICES TO HOUSEHOLDS EARNING $75-$100,000
RESIDENTIAL NEXUS ANALYSIS
CITY OF NEWARK, CA

Occupation [3]	2013 Avg. Compensation [1]	% of Total Occupation Group [2]	% of Total Resident Services Workers
Page 4 of 4			
Transportation and Material Moving Occupations			
Bus Drivers, School or Special Client	$35,600	6.4%	0.3%
Driver/Sales Workers	$34,100	7.9%	0.4%
Heavy and Tractor-Trailer Truck Drivers	$44,800	13.1%	0.7%
Light Truck or Delivery Services Drivers	$37,300	11.4%	0.6%
Taxi Drivers and Chauffeurs	$29,100	3.6%	0.2%
Parking Lot Attendants	$27,400	4.1%	0.2%
Industrial Truck and Tractor Operators	$43,400	3.4%	0.2%
Cleaners of Vehicles and Equipment	$24,500	6.3%	0.3%
Laborers and Freight, Stock, and Material Movers, Hand	$31,400	23.4%	1.2%
Packers and Packagers, Hand	$23,700	7.0%	0.4%
All Other Transportation and Material Moving Occupations (Avg. All Categories)	$33,800	13.4%	0.7%
Weighted Mean Annual Wage	*$33,800*	**100.0%**	**5.3%**
			87.9%

[1] The methodology utilized by the California Employment Development Department (EDD) assumes that hourly paid employees are employed full-time. Annual compensation is calculated by EDD by multiplying hourly wages by 40 hours per work week by 52 weeks.

[2] Occupation percentages are based on the 2012 National Industry - Specific Occupational Employment survey compiled by the Bureau of Labor Statistics. Wages are based on the 2012 Occupational Employment Survey data for Alameda County, updated by the California Employment Development Department to 2013 wage levels.

[3] Including occupations representing 3% or more of the major occupation group

APPENDIX 2, TABLE 3
WORKER OCCUPATION DISTRIBUTION, 2012
SERVICES TO HOUSEHOLDS EARNING $100,000 TO $150,000
RESIDENTIAL NEXUS ANALYSIS
CITY OF NEWARK, CA

Major Occupations (2% or more)	Worker Occupation Distribution[1] Services to Households Earning $100,000 to $150,000
Management Occupations	*3.9%*
Business and Financial Operations Occupations	*3.4%*
Education, Training, and Library Occupations	*3.2%*
Healthcare Practitioners and Technical Occupations	*8.1%*
Healthcare Support Occupations	*4.7%*
Food Preparation and Serving Related Occupations	*14.8%*
Building and Grounds Cleaning and Maintenance Occupations	*5.6%*
Personal Care and Service Occupations	*5.4%*
Sales and Related Occupations	*14.7%*
Office and Administrative Support Occupations	*15.3%*
Installation, Maintenance, and Repair Occupations	*3.5%*
Transportation and Material Moving Occupations	*5.3%*
All Other Worker Occupations - Services to Households Earning $100,000 to $150,000	*12.1%*
INDUSTRY TOTAL	100.0%

[1] Distribution of employment by industry is per the IMPLAN model and the distribution of occupational employment within those industries is based on the Bureau of Labor Statistics Occupational Employment Survey.

Source: Bureau of Labor Statistics, IMPLAN
Keyser Marston Associates, Inc.
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APPENDIX 2, TABLE 4
AVERAGE ANNUAL WORKER COMPENSATION, 2013
SERVICES TO HOUSEHOLDS EARNING $100,000 TO $150,000
RESIDENTIAL NEXUS ANALYSIS
CITY OF NEWARK, CA

Occupation [3]	2013 Avg. Compensation [1]	% of Total Occupation Group [2]	% of Total Resident Services Workers
Page 1 of 4			
Management Occupations			
Chief Executives	$199,700	3.8%	0.1%
General and Operations Managers	$132,900	33.5%	1.3%
Sales Managers	$141,700	5.2%	0.2%
Administrative Services Managers	$101,200	3.9%	0.2%
Financial Managers	$144,800	6.8%	0.3%
Food Service Managers	$51,200	5.9%	0.2%
Medical and Health Services Managers	$113,500	7.3%	0.3%
Property, Real Estate, and Community Association Managers	$85,600	8.6%	0.3%
Social and Community Service Managers	$74,600	4.0%	0.2%
Managers, All Other	$134,300	3.1%	0.1%
All other Management Occupations (Avg. All Categories)	$120,700	17.8%	0.7%
Weighted Mean Annual Wage	*$120,700*	**100.0%**	**3.9%**
Business and Financial Operations Occupations			
Human Resources Specialists	$74,600	5.9%	0.2%
Labor Relations Specialists	$81,200	4.0%	0.1%
Management Analysts	$103,200	5.8%	0.2%
Training and Development Specialists	$86,500	4.3%	0.1%
Market Research Analysts and Marketing Specialists	$86,100	6.9%	0.2%
Business Operations Specialists, All Other	$89,300	13.2%	0.5%
Accountants and Auditors	$80,100	16.6%	0.6%
Financial Analysts	$98,300	4.8%	0.2%
Personal Financial Advisors	$81,000	5.8%	0.2%
Loan Officers	$83,100	4.9%	0.2%
All Other Business and Financial Operations Occupations (Avg. All Categories)	$85,700	27.9%	1.0%
Weighted Mean Annual Wage	*$85,700*	**100.0%**	**3.4%**
Education, Training, and Library Occupations			
Vocational Education Teachers, Postsecondary	$57,600	4.7%	0.1%
Preschool Teachers, Except Special Education	$33,900	13.0%	0.4%
Elementary School Teachers, Except Special Education	$71,200	9.1%	0.3%
Middle School Teachers, Except Special and Career/Technical Education	$71,000	4.0%	0.1%
Secondary School Teachers, Except Special and Career/Technical Education	$71,600	6.2%	0.2%
Self-Enrichment Education Teachers	$51,100	10.8%	0.3%
Substitute Teachers	$41,500	4.4%	0.1%
Teachers and Instructors, All Other, Except Substitute Teachers	$60,400	7.5%	0.2%
Teacher Assistants	$32,000	15.8%	0.5%
All Other Education, Training, and Library Occupations (Avg. All Categories)	$50,100	24.5%	0.8%
Weighted Mean Annual Wage	*$50,100*	**100.0%**	**3.2%**

Sources: U.S. Bureau of Labor Statistics, California Employment Development Department, IMPLAN
Keyser Marston Associates, Inc.
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APPENDIX 2, TABLE 4
AVERAGE ANNUAL WORKER COMPENSATION, 2013
SERVICES TO HOUSEHOLDS EARNING $100,000 TO $150,000
RESIDENTIAL NEXUS ANALYSIS
CITY OF NEWARK, CA

Occupation [3]	2013 Avg. Compensation [1]	% of Total Occupation Group [2]	% of Total Resident Services Workers
Page 2 of 4			
Healthcare Practitioners and Technical Occupations			
Pharmacists	$131,300	4.1%	0.3%
Physicians and Surgeons, All Other	$190,500	4.3%	0.4%
Registered Nurses	$115,100	30.7%	2.5%
Dental Hygienists	$98,900	3.7%	0.3%
Pharmacy Technicians	$47,100	5.5%	0.4%
Licensed Practical and Licensed Vocational Nurses	$60,400	9.4%	0.8%
All Other Healthcare Practitioners and Technical Occupations (Avg. All Categories)	$105,500	42.2%	3.4%
Weighted Mean Annual Wage	*$105,500*	**100.0%**	**8.1%**
Healthcare Support Occupations			
Home Health Aides	$29,100	21.9%	1.0%
Nursing Assistants	$35,300	32.6%	1.5%
Dental Assistants	$40,300	9.9%	0.5%
Medical Assistants	$37,700	16.7%	0.8%
All Other Healthcare Support Occupations (Avg. All Categories)	$34,700	18.9%	0.9%
Weighted Mean Annual Wage	*$34,700*	**100.0%**	**4.7%**
Food Preparation and Serving Related Occupations			
First-Line Supervisors of Food Preparation and Serving Workers	$31,700	7.0%	1.0%
Cooks, Fast Food	$19,900	4.8%	0.7%
Cooks, Restaurant	$26,200	9.0%	1.3%
Food Preparation Workers	$22,800	6.4%	0.9%
Bartenders	$22,600	5.0%	0.7%
Combined Food Preparation and Serving Workers, Including Fast Food	$21,500	26.2%	3.9%
Counter Attendants, Cafeteria, Food Concession, and Coffee Shop	$20,600	3.6%	0.5%
Waiters and Waitresses	$21,600	20.9%	3.1%
Dining Room and Cafeteria Attendants and Bartender Helpers	$19,400	3.2%	0.5%
Dishwashers	$21,600	4.4%	0.6%
Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop	$20,900	3.1%	0.5%
All Other Food Preparation and Serving Related Occupations (Avg. All Categories)	$22,700	6.6%	1.0%
Weighted Mean Annual Wage	*$22,700*	**100.0%**	**14.8%**
Building and Grounds Cleaning and Maintenance Occupations			
First-Line Supervisors of Housekeeping and Janitorial Workers	$47,200	3.4%	0.2%
Janitors and Cleaners, Except Maids and Housekeeping Cleaners	$31,800	51.2%	2.9%
Maids and Housekeeping Cleaners	$29,600	11.9%	0.7%
Landscaping and Groundskeeping Workers	$31,600	25.2%	1.4%
All Other Building and Grounds Cleaning and Maintenance Occupations (Avg. All Cat	$32,000	8.3%	0.5%
Weighted Mean Annual Wage	*$32,000*	**100.0%**	**5.6%**

Sources: U.S. Bureau of Labor Statistics, California Employment Development Department, IMPLAN
Keyser Marston Associates, Inc.
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APPENDIX 2, TABLE 4
AVERAGE ANNUAL WORKER COMPENSATION, 2013
SERVICES TO HOUSEHOLDS EARNING $100,000 TO $150,000
RESIDENTIAL NEXUS ANALYSIS
CITY OF NEWARK, CA

Occupation [3]	2013 Avg. Compensation [1]	% of Total Occupation Group [2]	% of Total Resident Services Workers
Page 3 of 4			
Personal Care and Service Occupations			
First-Line Supervisors of Personal Service Workers	$42,900	3.6%	0.2%
Nonfarm Animal Caretakers	$25,500	5.2%	0.3%
Ushers, Lobby Attendants, and Ticket Takers	$22,300	3.6%	0.2%
Amusement and Recreation Attendants	$22,700	5.9%	0.3%
Hairdressers, Hairstylists, and Cosmetologists	$29,500	15.9%	0.9%
Childcare Workers	$23,600	13.3%	0.7%
Personal Care Aides	$22,600	25.9%	1.4%
Fitness Trainers and Aerobics Instructors	$50,600	5.7%	0.3%
Recreation Workers	$28,200	5.3%	0.3%
All Other Personal Care and Service Occupations (Avg. All Categories)	$27,300	15.6%	0.8%
Weighted Mean Annual Wage	*$27,300*	**100.0%**	**5.4%**
Sales and Related Occupations			
First-Line Supervisors of Retail Sales Workers	$49,500	10.2%	1.5%
Cashiers	$26,400	26.5%	3.9%
Counter and Rental Clerks	$33,900	4.0%	0.6%
Retail Salespersons	$28,700	39.1%	5.8%
Sales Representatives, Services, All Other	$71,400	3.0%	0.4%
Sales Representatives, Wholesale and Manufacturing, Except Technical and Scientifi	$73,800	4.2%	0.6%
All Other Sales and Related Occupations (Avg. All Categories)	$34,300	13.0%	1.9%
Weighted Mean Annual Wage	*$34,300*	**100.0%**	**14.7%**
Office and Administrative Support Occupations			
First-Line Supervisors of Office and Administrative Support Workers	$62,400	6.6%	1.0%
Bookkeeping, Accounting, and Auditing Clerks	$45,900	7.4%	1.1%
Customer Service Representatives	$43,200	9.4%	1.4%
Receptionists and Information Clerks	$34,600	7.7%	1.2%
Stock Clerks and Order Fillers	$29,100	11.7%	1.8%
Executive Secretaries and Executive Administrative Assistants	$60,100	3.3%	0.5%
Medical Secretaries	$41,800	4.5%	0.7%
Secretaries and Administrative Assistants, Except Legal, Medical, and Executive	$43,500	10.0%	1.5%
Office Clerks, General	$37,400	13.6%	2.1%
All Other Office and Administrative Support Occupations (Avg. All Categories)	$41,700	25.8%	3.9%
Weighted Mean Annual Wage	*$41,700*	**100.0%**	**15.3%**
Installation, Maintenance, and Repair Occupations			
First-Line Supervisors of Mechanics, Installers, and Repairers	$80,500	7.9%	0.3%
Automotive Body and Related Repairers	$51,400	5.9%	0.2%
Automotive Service Technicians and Mechanics	$50,300	21.8%	0.8%
Bus and Truck Mechanics and Diesel Engine Specialists	$58,500	3.4%	0.1%
Tire Repairers and Changers	$31,000	3.3%	0.1%
Maintenance and Repair Workers, General	$45,800	32.1%	1.1%
All Other Installation, Maintenance, and Repair Occupations (Avg. All Categories)	$51,200	25.7%	0.9%
Weighted Mean Annual Wage	*$51,200*	**100.0%**	**3.5%**

Sources: U.S. Bureau of Labor Statistics, California Employment Development Department, IMPLAN
Keyser Marston Associates, Inc.
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APPENDIX 2, TABLE 4
AVERAGE ANNUAL WORKER COMPENSATION, 2013
SERVICES TO HOUSEHOLDS EARNING $100,000 TO $150,000
RESIDENTIAL NEXUS ANALYSIS
CITY OF NEWARK, CA

Occupation [3]	2013 Avg. Compensation [1]	% of Total Occupation Group [2]	% of Total Resident Services Workers
Page 4 of 4			
Transportation and Material Moving Occupations			
Bus Drivers, School or Special Client	$35,600	7.3%	0.4%
Driver/Sales Workers	$34,100	7.7%	0.4%
Heavy and Tractor-Trailer Truck Drivers	$44,800	12.8%	0.7%
Light Truck or Delivery Services Drivers	$37,300	11.2%	0.6%
Taxi Drivers and Chauffeurs	$29,100	3.9%	0.2%
Parking Lot Attendants	$27,400	4.2%	0.2%
Industrial Truck and Tractor Operators	$43,400	3.2%	0.2%
Cleaners of Vehicles and Equipment	$24,500	6.4%	0.3%
Laborers and Freight, Stock, and Material Movers, Hand	$31,400	22.7%	1.2%
Packers and Packagers, Hand	$23,700	7.1%	0.4%
All Other Transportation and Material Moving Occupations (Avg. All Categories)	$33,700	13.5%	0.7%
Weighted Mean Annual Wage	*$33,700*	**100.0%**	**5.3%**
			87.9%

[1] The methodology utilized by the California Employment Development Department (EDD) assumes that hourly paid employees are employed full-time. Annual compensation is calculated by EDD by multiplying hourly wages by 40 hours per work week by 52 weeks.

[2] Occupation percentages are based on the 2012 National Industry - Specific Occupational Employment survey compiled by the Bureau of Labor Statistics. Wages are based on the 2012 Occupational Employment Survey data for Alameda County, updated by the California Employment Development Department to 2013 wage levels.

[3] Including occupations representing 3% or more of the major occupation group

APPENDIX 2, TABLE 5
WORKER OCCUPATION DISTRIBUTION, 2012
SERVICES TO HOUSEHOLDS EARNING $150,000 AND OVER
RESIDENTIAL NEXUS ANALYSIS
CITY OF NEWARK, CA

Major Occupations (2% or more)	Worker Occupation Distribution[1] Services to Households Earning $150,000 and over
Management Occupations	*4.0%*
Business and Financial Operations Occupations	*3.5%*
Education, Training, and Library Occupations	*4.5%*
Healthcare Practitioners and Technical Occupations	*7.2%*
Healthcare Support Occupations	*4.1%*
Food Preparation and Serving Related Occupations	*14.0%*
Building and Grounds Cleaning and Maintenance Occupations	*5.9%*
Personal Care and Service Occupations	*5.6%*
Sales and Related Occupations	*15.0%*
Office and Administrative Support Occupations	*15.1%*
Installation, Maintenance, and Repair Occupations	*3.4%*
Transportation and Material Moving Occupations	*5.4%*
All Other Worker Occupations - Services to Households Earning $150,000 and over	*12.4%*
INDUSTRY TOTAL	100.0%

[1] Distribution of employment by industry is per the IMPLAN model and the distribution of occupational employment within those industries is based on the Bureau of Labor Statistics Occupational Employment Survey.

Source: Bureau of Labor Statistics, IMPLAN
Keyser Marston Associates, Inc.
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APPENDIX 2, TABLE 6
AVERAGE ANNUAL WORKER COMPENSATION, 2013
SERVICES TO HOUSEHOLDS EARNING $150,000 AND OVER
RESIDENTIAL NEXUS ANALYSIS
CITY OF NEWARK, CA

Occupation [3]	2013 Avg. Compensation [1]	% of Total Occupation Group [2]	% of Total Resident Services Workers
Page 1 of 4			
Management Occupations			
Chief Executives	$199,700	3.9%	0.2%
General and Operations Managers	$132,900	33.8%	1.3%
Sales Managers	$141,700	5.1%	0.2%
Administrative Services Managers	$101,200	4.0%	0.2%
Financial Managers	$144,800	6.8%	0.3%
Food Service Managers	$51,200	5.5%	0.2%
Medical and Health Services Managers	$113,500	6.4%	0.3%
Property, Real Estate, and Community Association Managers	$85,600	7.5%	0.3%
Social and Community Service Managers	$74,600	4.2%	0.2%
Managers, All Other	$134,300	3.2%	0.1%
All other Management Occupations (Avg. All Categories)	$121,600	19.8%	0.8%
Weighted Mean Annual Wage	*$121,600*	**100.0%**	**4.0%**
Business and Financial Operations Occupations			
Human Resources Specialists	$74,600	5.7%	0.2%
Labor Relations Specialists	$81,200	4.0%	0.1%
Management Analysts	$103,200	5.8%	0.2%
Training and Development Specialists	$86,500	4.6%	0.2%
Market Research Analysts and Marketing Specialists	$86,100	6.7%	0.2%
Business Operations Specialists, All Other	$89,300	13.5%	0.5%
Accountants and Auditors	$80,100	16.2%	0.6%
Financial Analysts	$98,300	4.7%	0.2%
Personal Financial Advisors	$81,000	5.8%	0.2%
Loan Officers	$83,100	4.8%	0.2%
All Other Business and Financial Operations Occupations (Avg. All Categories)	$85,800	28.1%	1.0%
Weighted Mean Annual Wage	*$85,800*	**100.0%**	**3.5%**
Education, Training, and Library Occupations			
Vocational Education Teachers, Postsecondary	$57,600	5.0%	0.2%
Preschool Teachers, Except Special Education	$33,900	12.8%	0.6%
Elementary School Teachers, Except Special Education	$71,200	8.9%	0.4%
Middle School Teachers, Except Special and Career/Technical Education	$71,000	4.0%	0.2%
Secondary School Teachers, Except Special and Career/Technical Education	$71,600	6.2%	0.3%
Self-Enrichment Education Teachers	$51,100	10.3%	0.5%
Substitute Teachers	$41,500	4.3%	0.2%
Teachers and Instructors, All Other, Except Substitute Teachers	$60,400	7.6%	0.3%
Teacher Assistants	$32,000	15.5%	0.7%
All Other Education, Training, and Library Occupations (Avg. All Categories)	$50,200	25.4%	1.1%
Weighted Mean Annual Wage	*$50,200*	**100.0%**	**4.5%**

Sources: U.S. Bureau of Labor Statistics, California Employment Development Department, IMPLAN
Keyser Marston Associates, Inc.
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APPENDIX 2, TABLE 6
AVERAGE ANNUAL WORKER COMPENSATION, 2013
SERVICES TO HOUSEHOLDS EARNING $150,000 AND OVER
RESIDENTIAL NEXUS ANALYSIS
CITY OF NEWARK, CA

Page 2 of 4

Occupation [3]	2013 Avg. Compensation [1]	% of Total Occupation Group [2]	% of Total Resident Services Workers
Healthcare Practitioners and Technical Occupations			
Pharmacists	$131,300	4.6%	0.3%
Physicians and Surgeons, All Other	$190,500	4.2%	0.3%
Registered Nurses	$115,100	30.1%	2.2%
Dental Hygienists	$98,900	3.6%	0.3%
Pharmacy Technicians	$47,100	6.3%	0.5%
Licensed Practical and Licensed Vocational Nurses	$60,400	9.3%	0.7%
All Other Healthcare Practitioners and Technical Occupations (Avg. All Categories)	$104,800	41.9%	3.0%
Weighted Mean Annual Wage	*$104,800*	**100.0%**	**7.2%**
Healthcare Support Occupations			
Home Health Aides	$29,100	22.6%	0.9%
Nursing Assistants	$35,300	32.1%	1.3%
Dental Assistants	$40,300	9.6%	0.4%
Medical Assistants	$37,700	16.4%	0.7%
All Other Healthcare Support Occupations (Avg. All Categories)	$34,600	19.3%	0.8%
Weighted Mean Annual Wage	*$34,600*	**100.0%**	**4.1%**
Food Preparation and Serving Related Occupations			
First-Line Supervisors of Food Preparation and Serving Workers	$31,700	7.0%	1.0%
Cooks, Fast Food	$19,900	4.7%	0.7%
Cooks, Restaurant	$26,200	8.9%	1.2%
Food Preparation Workers	$22,800	6.5%	0.9%
Bartenders	$22,600	5.1%	0.7%
Combined Food Preparation and Serving Workers, Including Fast Food	$21,500	26.1%	3.7%
Counter Attendants, Cafeteria, Food Concession, and Coffee Shop	$20,600	3.7%	0.5%
Waiters and Waitresses	$21,600	20.8%	2.9%
Dining Room and Cafeteria Attendants and Bartender Helpers	$19,400	3.2%	0.4%
Dishwashers	$21,600	4.3%	0.6%
Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop	$20,900	3.0%	0.4%
All Other Food Preparation and Serving Related Occupations (Avg. All Categories)	$22,700	6.6%	0.9%
Weighted Mean Annual Wage	*$22,700*	**100.0%**	**14.0%**
Building and Grounds Cleaning and Maintenance Occupations			
First-Line Supervisors of Housekeeping and Janitorial Workers	$47,200	3.4%	0.2%
First-Line Supervisors of Landscaping, Lawn Service, and Groundskeeping Workers	$53,300	3.0%	0.2%
Janitors and Cleaners, Except Maids and Housekeeping Cleaners	$31,800	51.6%	3.0%
Maids and Housekeeping Cleaners	$29,600	11.0%	0.6%
Landscaping and Groundskeeping Workers	$31,600	25.5%	1.5%
All Other Building and Grounds Cleaning and Maintenance Occupations (Avg. All Cat	$32,700	5.4%	0.3%
Weighted Mean Annual Wage	*$32,700*	**100.0%**	**5.9%**

Sources: U.S. Bureau of Labor Statistics, California Employment Development Department, IMPLAN
Keyser Marston Associates, Inc.
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APPENDIX 2, TABLE 6
AVERAGE ANNUAL WORKER COMPENSATION, 2013
SERVICES TO HOUSEHOLDS EARNING $150,000 AND OVER
RESIDENTIAL NEXUS ANALYSIS
CITY OF NEWARK, CA

Page 3 of 4

Occupation [3]	2013 Avg. Compensation [1]	% of Total Occupation Group [2]	% of Total Resident Services Workers
Personal Care and Service Occupations			
First-Line Supervisors of Personal Service Workers	$42,900	3.7%	0.2%
Nonfarm Animal Caretakers	$25,500	5.5%	0.3%
Ushers, Lobby Attendants, and Ticket Takers	$22,300	3.7%	0.2%
Amusement and Recreation Attendants	$22,700	6.2%	0.3%
Hairdressers, Hairstylists, and Cosmetologists	$29,500	13.9%	0.8%
Childcare Workers	$23,600	16.8%	0.9%
Personal Care Aides	$22,600	24.3%	1.4%
Fitness Trainers and Aerobics Instructors	$50,600	6.0%	0.3%
Recreation Workers	$28,200	5.2%	0.3%
All Other Personal Care and Service Occupations (Avg. All Categories)	$27,300	14.8%	0.8%
Weighted Mean Annual Wage	*$27,300*	**100.0%**	**5.6%**
Sales and Related Occupations			
First-Line Supervisors of Retail Sales Workers	$49,500	10.5%	1.6%
Cashiers	$26,400	26.9%	4.0%
Counter and Rental Clerks	$33,900	3.8%	0.6%
Retail Salespersons	$28,700	40.0%	6.0%
Sales Representatives, Services, All Other	$71,400	3.0%	0.5%
Sales Representatives, Wholesale and Manufacturing, Except Technical and Scientifi	$73,800	3.4%	0.5%
All Other Sales and Related Occupations (Avg. All Categories)	$34,000	12.4%	1.9%
Weighted Mean Annual Wage	*$34,000*	**100.0%**	**15.0%**
Office and Administrative Support Occupations			
First-Line Supervisors of Office and Administrative Support Workers	$62,400	6.5%	1.0%
Bookkeeping, Accounting, and Auditing Clerks	$45,900	7.4%	1.1%
Customer Service Representatives	$43,200	9.5%	1.4%
Receptionists and Information Clerks	$34,600	7.3%	1.1%
Stock Clerks and Order Fillers	$29,100	12.1%	1.8%
Executive Secretaries and Executive Administrative Assistants	$60,100	3.4%	0.5%
Medical Secretaries	$41,800	3.9%	0.6%
Secretaries and Administrative Assistants, Except Legal, Medical, and Executive	$43,500	10.3%	1.5%
Office Clerks, General	$37,400	13.8%	2.1%
All Other Office and Administrative Support Occupations (Avg. All Categories)	$41,700	25.8%	3.9%
Weighted Mean Annual Wage	*$41,700*	**100.0%**	**15.1%**
Installation, Maintenance, and Repair Occupations			
First-Line Supervisors of Mechanics, Installers, and Repairers	$80,500	7.9%	0.3%
Automotive Body and Related Repairers	$51,400	5.8%	0.2%
Automotive Service Technicians and Mechanics	$50,300	22.3%	0.8%
Bus and Truck Mechanics and Diesel Engine Specialists	$58,500	3.6%	0.1%
Tire Repairers and Changers	$31,000	3.5%	0.1%
Maintenance and Repair Workers, General	$45,800	31.1%	1.0%
All Other Installation, Maintenance, and Repair Occupations (Avg. All Categories)	$51,200	25.8%	0.9%
Weighted Mean Annual Wage	*$51,200*	**100.0%**	**3.4%**

Sources: U.S. Bureau of Labor Statistics, California Employment Development Department, IMPLAN
Keyser Marston Associates, Inc.
\\Sf-fs2\wp\16\16090\001\150k plus Newark 2-26-14; 2/27/2014; dd

APPENDIX 2, TABLE 6
AVERAGE ANNUAL WORKER COMPENSATION, 2013
SERVICES TO HOUSEHOLDS EARNING $150,000 AND OVER
RESIDENTIAL NEXUS ANALYSIS
CITY OF NEWARK, CA

Occupation [3]	2013 Avg. Compensation [1]	% of Total Occupation Group [2]	% of Total Resident Services Workers
Page 4 of 4			
Transportation and Material Moving Occupations			
Bus Drivers, School or Special Client	$35,600	9.2%	0.5%
Driver/Sales Workers	$34,100	7.2%	0.4%
Heavy and Tractor-Trailer Truck Drivers	$44,800	12.5%	0.7%
Light Truck or Delivery Services Drivers	$37,300	10.8%	0.6%
Taxi Drivers and Chauffeurs	$29,100	4.5%	0.2%
Parking Lot Attendants	$27,400	4.4%	0.2%
Cleaners of Vehicles and Equipment	$24,500	6.1%	0.3%
Laborers and Freight, Stock, and Material Movers, Hand	$31,400	21.6%	1.2%
Packers and Packagers, Hand	$23,700	6.9%	0.4%
All Other Transportation and Material Moving Occupations (Avg. All Categories)	$33,400	16.8%	0.9%
Weighted Mean Annual Wage	*$33,400*	**100.0%**	**5.4%**
			87.6%

[1] The methodology utilized by the California Employment Development Department (EDD) assumes that hourly paid employees are employed full-time. Annual compensation is calculated by EDD by multiplying hourly wages by 40 hours per work week by 52 weeks.

[2] Occupation percentages are based on the 2012 National Industry - Specific Occupational Employment survey compiled by the Bureau of Labor Statistics. Wages are based on the 2012 Occupational Employment Survey data for Alameda County, updated by the California Employment Development Department to 2013 wage levels.

[3] Including occupations representing 3% or more of the major occupation group

APPENDIX L

RESOLUTION NO. 10,132

RESOLUTION NO. 10,132

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ESTABLISHING A PARKS IMPACT FEE OF $7,460 PER RESIDENTIAL UNIT UNDER GOVERNMENT CODE SECTION 66001, REPEALING THE PARK-IN-LIEU FEE (RESOLUTION NO. 5799) AND AMEND THE MASTER FEE SCHEDULE (RESOLUTION NO. 10094) TO REFLECT THESE CHANGES

WHEREAS, the City Council of the City of Newark ("City") is authorized to prescribe and establish fees in regard to services or functions performed by the City for the public in a governmental and proprietary capacity; and

WHEREAS, California Government Code Section 66000 et seq. allows local governments to impose impact fees on new development in order to recover the cost of improvements that are needed to serve that new development; and

WHEREAS, the City of Newark adopted a Park-in-lieu fee by Resolution No. 5799 on May 25, 1989 and established a Quimby Fee by Ordinance No. 264, introduced on March 22, 1990; and

WHEREAS, both of these existing fees are outdated and need to be brought into conformity with current conditions in the City; and

WHEREAS, the City desires to have a single, updated parks impact fee that will ensure that new development pays the cost to continue the current parks standard; and

WHEREAS, the City has prepared the attached 2013 Newark Parks Impact Fee Study which establishes a reasonable relationship between the parks fee and the purpose of the fee; and

WHEREAS, the City has duly noticed, advertised, scheduled, and held a Public Hearing on September 26, 2013; and

WHEREAS, on September 26, 2013, the City Council reviewed material presented in the staff report including the Newark Parks Impact Fee Study, concerning the purpose of the fee and the relationship between the fee and its purpose; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newark which hereby finds, declares, and resolves that:

1) The City herby receives and approves the Newark Parks Impact Fee Study.

2) After considering the Newark Parks Impact Fee Study, this Resolution, and the testimony received at a public hearing, the City herby makes the following findings:

   a) The Park Impact Fee approved pursuant to this Resolution shall be used to fund the cost of parkland acquisition, park and recreation facility development, construction

attributable to new residential development in the City, and any administrative cost associated with the park impact fee program; and

b) The Newark Parks Impact Fee Study demonstrates that there is a reasonable relationship between the amount of the Park Impact Fee and the cost of park facilities attributable to the development upon which the fee is proposed. Since the need for park and recreation facilities is inherently population-driven associated park facility costs are assessed based on average household population.

3) The City finds pursuant to the California Environmental Quality ACT ("CEQA") this action is not a "project" because the Resolution provides a mechanism for funding the acquisition and development of parks but does not involve a commitment to any specific project for such purposes that may result in a potential significant impact on the Environment (CEQA guidelines Section 15378)

4) The City does hereby approve the following park impact fee on new residential development for park land acquisition and development of park and recreational facilities.

Park Impact Fee of $7,460 per residential dwelling unit.

5) The Park Impact Fee would not apply to approved projects that have a Development Agreement or Vesting Tentative Map unless the provisions of the document allow the application of such fees.

6) Residential Developers shall be given a credit against this fee for the actual cost of public parks included in their developments.

7) The Park-in-Lieu fee established by Resolution 5799 is hereby rescinded.

8) The Master Fee Schedule is hereby amended to add a Park Impact Fee of $7,460 and to delete the Park In Lieu Fee and the Quimby Fee, as outlined in Exhibit A.

9) Effective Date: This resolution shall be effective upon the effectiveness of the repeal of Ordinance No. 264 (Quimby Fee).

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on September 26, 2013, by Vice Mayor Apodaca, who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

AYES:	Council Members Collazo, Freitas, Marshall, Vice Mayor Apodaca, and Mayor Nagy
NOES:	None
ABSENT:	None
SECONDED:	Council Member Collazo

APPROVED:

s/ALAN L. NAGY
Mayor

ATTEST:

s/SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:

s/DAVID J. BENOUN
City Attorney

Enterprise Fund - Cost Center	Account No.	Description	Fee (in dollars)
V. CAPITAL ASSETS - CONSTRUCTION ENTERPRISE FUND			
A. DEVELOPMENT			
104-0000 208-0000	3740	1. Street Trees	
		a. City Planted (three year maintenance)	325/tree
104-0000	3850	2. Park Impact Fee	7,460/dwelling unit
		~~2. Park-in-lieu~~	
		~~a. Subdivisions *~~	
		~~(1) Single-family home~~	~~2,998/dwelling unit~~
		~~(2) Multi-family home~~	~~2,278/dwelling unit~~
		~~b. Conditional use permits **~~	
		~~(1) Two or less bedrooms~~	~~1,800/dwelling unit~~
		~~(2) Three bedrooms~~	~~2,000/dwelling unit~~
		~~(3) Four or more bedrooms~~	~~2,200/dwelling unit~~
		~~* Established by Ordinance No. 264. See Chapter 16.30 NMC for definitions of single and multi-family homes.~~	
400-0000	3860 PSF	~~** An additional fee, based on actual cost for services, may be charged for rentals requiring additional personnel or maintenance~~	
		3. Capital Facilities *	
		a. Public Safety	
		(1) Single-family residential	1,989/unit
		(2) Multi-family residential	2,079/unit
		(3) Commercial	1.73/square foot

2013 Newark Parks Impact Fee Study

Summary

This study calculates the cost to maintain a standard of three acres of improved parkland per 1,000 residents at $7,476.52. This amount has a reasonable relationship to the purpose of the parks impact fee and would be the maximum parks impact fee amount for the City of Newark.

Purpose of the Newark Parks Impact Fee

The City of Newark's parks impact fee is intended to ensure that the city has adequate parks facilities to serve both new and existing residents, commensurate with the level of parks facilities available to current residents of the city and the standard set forth in the city's general plan.

The recreation element of Newark's general plan establishes a standard of three acres of parkland for every 1,000 residents. This is compatible with the amount of parkland that is currently available to Newark residents, as is shown through the data and calculations below.

Park	Acres
Community Park	16.54
Lakeshore Park	25.96
Musick Park	0.76
MacGregor School Park	10.3
Eucalyptus Grove North	1.64
Mayhews Landing Park	8.35
Mirabeau Park	6.02
Bridgepointe Park	3.53
Birch Grove Park	14.37
Ash Street Park	6.00
Civic Center Park	5.00
Eucalyptus Grove South	3.38
Byington Park	2.97
Silliman Recreation Center Park	24.23
TOTAL	129.05

According to the 2010 U.S. Census, the population of Newark is 42,573. This means that Newark currently has a ratio of 3.03 park acres per 1,000 residents. Based on this

information and the standard set in the Newark General Plan, the impact is calculated based on 3 acres of parkland per 1,000 residents.

Calculation of the Newark Parks Impact Fee

The calculation to develop the impact fee is as shown below:

Cost per household = (Total cost of one acre of parkland) X
(Parks standard per person) X
(People per household)

Each of the three inputs to the calculation is explained below.

Total cost of one acre of parkland
The total cost of one acre of parkland includes both the land cost and the improvement cost. The land cost is the average asking price per acre of vacant land over 0.75 acre in size in the Tri-Cities area (Newark, Fremont and Union City) on one day during the period this study was being prepared (April 26, 2013). Smaller properties were eliminated because of their higher price per acre and the fact that the smallest park in Newark is 0.76 acres (Musick Park). This sample included 15 properties, which are listed in the appendix to this study. To ensure that the average price is reasonable and not unduly influenced by outliers, the two highest and two lowest costs per acre were discarded for the calculation. The result was an average land cost of $345,792.67 per acre.

The improvement cost includes the cost of park design and planning as well as the cost of the improvements themselves. These costs would vary depending on the size of the park and the level of improvements. Park design and planning could be accomplished for approximately $25,000 to $75,000 per park, depending on the level of complexity and the amount of work completed by city staff. For purposes of these calculation, an average of $25,000 per acre of parkland is included for design and planning.

Industry standards for park improvements vary according to the level of improvements needed, with passive use facilities and natural areas requiring less funds per acre and active facilities such as playfields, playgrounds, and bathrooms requiring more. New parks in Newark are expected to be primarily for active use, and therefore an average cost of $200,000 per acre is anticipated.

Parks standard per person
The parks standard, as established by the Newark General Plan and the current situation in the city, is 3 acres per 1,000 residents.

People per household

The average number of people per household according to the 2010 U.S. Census is 3.28.

Fee Amount
Using the formula and data described above, the fee amount would be $7,462.52 per household or dwelling unit.

Reasonable Relationship between the Purpose of the Fee and the Amount of the Fee

The fee per dwelling unit is a direct calculation of the cost to acquire and improve the land needed to maintain the city's standard of three acres of parkland per 1,000 residents. Therefore, there is a reasonable relationship between the purpose of the fee and the amount of the fee.

Appendix: Data Used in Land Cost Calculations

Listings for Vacant Land in Newark, Fremont & Union City

on mls.com on April 26, 2013

Address	City	MLS #	Acres	Asking Price	$$/acre
0 VARGAS RD	Fremont	81219469	20.03	1,250,000	$62,406.39
42088 VARGAS RD	Fremont	40575230	20.03	1,250,000	$62,406.39
0 MILL CREEK RD	Fremont	40600478	54.08	3,599,000	$66,549.56
0 E WARREN AV	Fremont	81300462	2.27	350,000	$154,185.02
00 Warren Ave	Fremont	40610199	2.27	350,000	$154,185.02
501 CRYSTALLINE	Fremont	21303973	18.29	3,000,000	$164,024.06
OMAHA WAY	Fremont	40595845	6.77	1,200,000	$177,252.58
8100 MOWRY AVE W	Newark	40599644	34.36	6,500,000	$189,173.46
4897 ST FRANCIS TE	Fremont	81206823	6.19	1,200,000	$193,861.07
4700 HORNER ST	Union City	40611674	1.7	480,000	$282,352.94
467 RIVIERA DR	Union City	40600791	1.25	430,000	$344,000.00
71 MONTCLAIRE DR	Fremont	40593157	2.67	1,999,888	$749,021.72
36341 MISSION BLVD	Fremont	40606221	0.79	1,050,000	$1,329,113.92
0 UNION CITY BLVD	Union City	40430173	2	3,500,000	$1,750,000.00
37629 FREMONT BLVD	Fremont	40586326	0.92	2,150,000	$2,336,956.52

APPENDIX M

RESOLUTION NO. 10505

RESOLUTION NO. 10505

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK INCREASING THE PARKS IMPACT FEE UNDER GOVERNMENT CODE SECTION 66001, REPEALING THE FEE PREVIOUSLY ESTABLISHED IN RESOLUTION NO. 10132, AND AMENDING THE MASTER FEE SCHEDULE TO REFLECT THESE CHANGES

WHEREAS, the City Council of the City of Newark, a general law city ("City"), is authorized to prescribe and establish fees in regard to services or functions performed by the City for the public in a governmental and proprietary capacity; and

WHEREAS, California Government Code Section 66000 et seq. allows local governments to impose impact fees on new development in order to recover the cost of improvements that are needed to serve that new development; and

WHEREAS, the existing Parks Impact Fee is insufficient, outdated, and needs to be brought into conformity with current conditions in the City; and

WHEREAS, the City desires to have an updated Parks Impact Fee that will ensure that all new development pays the cost to continue the current parks standard; and

WHEREAS, the City has retained Keyser Marston Associates to prepare the Parks and Recreation Facility Development Impact Fee Study, dated May 2016, which establishes a reasonable relationship between the parks fee and the purpose of the fee, which study is incorporated herein and attached as Exhibit A; and

WHEREAS, the City has duly noticed, advertised, scheduled, and held a Public Hearing on June 9, 2016; and

WHEREAS, on June 9, 2016, the City Council reviewed material presented in the staff report including the Parks and Recreation Facility Development Impact Fee Study, concerning the purpose of the fee and the relationship between the fee and its purpose; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newark which hereby finds, declares, and resolves that:

1) The City herby receives and approves the Parks and Recreation Facility Development Impact Fee Study ("Fee Study"), which is attached as Exhibit A to this Resolution.

2) In adopting this Resolution, the City Council is exercising its powers under Article XI, Sections 5 and 7 of the California Constitution, Chapter 5 of Division 1 of the Government Code ("Mitigation Fee Act"), commencing with Section 66000, collectively and separately.

3) After considering the Fee Study, this Resolution, and the testimony received at a public hearing, the City Council hereby makes the following findings:

a) In accordance with Section 66001, subdivision a, paragraph 1 of the Mitigation Fee Act, the purpose of the fees set forth in this Resolution, as specified in Exhibit A, is to provide for an expansion in parks and recreation capital facilities in the City as new growth occurs;

b) In accordance with Section 66001, subdivision a, paragraph 2 of the Mitigation Fee Act, the fees collected pursuant to this Resolution, as specified in Exhibit A, shall be used to acquire land for parks and to construct improvements, such as playing fields, a skate park, or dog park, and other recreational uses and facilities for the City, and shall be used to fund any administrative cost associated with the park impact fee program;

c) In accordance with Section 66001, subdivision a, paragraph 3 of the Mitigation Fee Act, there is a reasonable relationship between the fees use (to pay for the acquisition of park and recreational facilities) and the type of development for which the fees are imposed in that the fees will be applied to residential development in the City, which will generate demands for park and recreational facilities;

d) In accordance with Section 66001, subdivision a, paragraph 4 of the Mitigation Fee Act, the Fee Study demonstrates that there is a reasonable relationship between the amount of the Park Impact Fees and the cost of park facilities attributable to the development upon which the fee is proposed. Since the need for park and recreation facilities is inherently population-driven associated park facility costs are assessed based on average household population; and

e) In accordance with Section 66001, subdivision b of the Mitigation Fee Act, there is a reasonable relationship between the amount of the fees and cost of providing the parkland and park and recreational facilities attributable to the development in the City upon which the fees are imposed in that the fees have been calculated by apportioning the cost of parkland acquisition and park facilities construction to the number of residents attached by each type of new residential unit.

4) The City finds pursuant to the California Environmental Quality Act ("CEQA") this action is not a "project" because the Resolution provides a mechanism for funding the acquisition and development of parks but does not involve a commitment to any specific project for such purposes that may result in a potential significant impact on the Environment (CEQA guidelines Section 15378, Pub. Res. Code Section 21080(b)(8)(D)).

5) The cost estimates set forth in the Fee Study are reasonable estimates for acquiring parkland and constructing park and recreational facilities and the fees expected to be generated by future development will not exceed the future projected cost of acquiring parkland and constructing park and recreational facilities.

6) The method of allocation of the fees to particular development bears a fair relationship and is roughly proportional to each development's burden on and benefits from the park and recreational facilities to be funded by the fees, in that the fees are calculated based on the number of residents each particular development will attract.

7) The Fee Study is a detailed analysis of how parks and recreational services will be affected by development in the City and the parks and recreational facilities necessary to accommodate that development.

8) The fees are consistent with the General Plan and, pursuant to Government Code Section 65913.2, the City Council has considered the effects of the fees with respect to the City's housing needs as established in the housing element of the General Plan.

9) The fee amounts set forth in this Resolution include the fair and reasonable costs of administration of the fee programs and are within the requirements of the Mitigation Fee Act and other applicable law.

10) The fees are subject to adjustment, which approximate the fluctuation in market costs, and shall be adjusted annually in accordance with the Engineering News Record Construction Cost Index, San Francisco, California. Additionally, seeing that land acquisition costs are an important component of the fee, the City shall review land acquisition costs every two years.

11) The City does hereby approve the following park impact fees on new residential development for park land acquisition and development of park and recreational facilities as follows:

Type of Unit	Fees for Projects that Do Not Dedicate Adequate Land for Parks	Fees for Projects that Dedicate Adequate Land for Parks
Single Family Unit	$25,000	$7,500
Multiple Family Units	$18,000	$5,300

(The fees shall be adjusted annually in accordance with the Engineering News Record Construction Cost Index, San Francisco, California.)

12) The Park Impact Fees shall not apply to approved projects that have a Development Agreement or Vesting Tentative Map unless the provisions of the document allow the application of such fees.

13) Residential Developers shall be given a credit against this fee for the actual cost of public parks included in their developments.

14) Resolution No. 10,132, which established the previous Park Impact Fee, is hereby rescinded.

15) The Master Fee Schedule is hereby amended to reflect the Park Impact Fees as set forth in this Resolution.

16) Effective Date: This resolution shall be effective upon date of adoption of this Resolution. In accordance with Government Code Section 66017, the fees set by this Resolution shall be effective 60 days from the effective date of this Resolution.

17) Severability. Each component of the fees and all portions of this Resolution are severable. Should any individual component of the fees or other provisions of this Resolution be adjusted to be invalid and unenforceable, the remaining component or provisions shall be and continue to be fully effective, and the fees shall be fully effective except as to that component which has been judged to be invalid.

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on June 9, 2016, 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 Hannon, Collazo, Bucci, Vice Mayor Freitas, and Mayor Nagy
NOES:	None
ABSENT:	None
SECONDED:	Vice Mayor Freitas

APPROVED:

s/ALAN L. NAGY
Mayor

ATTEST:

s/SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:

s/DAVID J. BENOUN
City Attorney

APPENDIX N

PARK AND RECREATION FACILITY DEVELOPMENT IMPACT FEE STUDY

Resolution No. 10505
Exhibit A

KEYSER MARSTON ASSOCIATES

PARK AND RECREATION FACILITY DEVELOPMENT IMPACT FEE STUDY

Prepared for:
City of Newark

Prepared by:
Keyser Marston Associates, Inc.

May 2016

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I. INTRODUCTION, SUMMARY OF CURRENT PROGRAM, RESULTS, AND RECOMMENDATIONS

This Parks and Recreation Facility Development Impact Fee nexus analysis provides the City of Newark (the City) with the necessary technical documentation to support updating its current Park Impact Fee. This nexus analysis has been prepared by Keyser Marston Associates, Inc. (KMA).

A. Summary of Current Program and City Objectives for Impact Fee

The City currently levies a park impact fee of $7,460 per unit. The impact fees are used to acquire land and construct parks to meet the City's per capita parks service standard of 3 acres of parks per 1,000 residents. The City's per capita park standards and service park standards are contained in the City's General Plan.

The City's park impact fee is an "all-inclusive" park fee that addresses the impacts of new residential development on all types of recreational facilities including parks, playfields, aquatics and recreation centers. Although some cities have fees that are targeted to particular uses, the all-inclusive strategy is preferable because it provides the City with a greater degree of flexibility.

B. Report Background and Legal Context

The Mitigation Fee Act (AB 1600 et seq.) permits cities to adopt parks and recreation development impact fees on new development to fund the associated, additional costs of providing parks and recreation capital facilities. Unlike the City's current land dedication requirement, which was established in conformance with the Quimby Act, the Mitigation Fee Act allows for fees to be charged to all new development that increases the need for capital facilities, including in-fill projects.[1]

This Report provides the necessary technical analysis to support a schedule of fees to be established by an Impact Fee Ordinance and Resolution. The Mitigation Fee Act allows the City to adopt by Resolution a fee schedule consistent with the supporting technical analysis and findings provided in this Report. The Resolution's approach to setting the fee allows periodic adjustments of the fee amount as may be necessary over time, without amending the enabling Ordinance.

The technical analysis in this Report estimates the parks and recreation facility fee schedule that will fund new development's "fair share" contribution to future City investments in parks. The key requirements of the Mitigation Fee Act that determine the structure, scope, and amount of the proposed Fee Program are as follows:

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[1] Quimby Act fees under the Subdivision Map Act can only be charged on new, subdivided residential development. Quimby Act fees would not apply to projects that do not require a subdivision map, such as infill projects.

- **Collected for Capital Facility and Infrastructure Improvements.** Development impact fee revenue can be collected and used to cover the cost of capital facilities and infrastructure required to serve new development and growth in the City. However, impact fee revenue cannot be used to cover the operation and maintenance costs of these or any other facilities and infrastructure.

- **Cannot Fund Existing Needs.** Impact fee revenue cannot be collected or used to cover deficiencies in existing City capital equipment and facilities. The portion of capital costs required to meet the needs of the City's existing population must be funded through other sources. Capital facility investments that increase service standards for existing and new development must be split on a "fair share" basis according to the proportion attributable to each.

- **Must be Based on a Rational Nexus.** An impact fee must be based on a reasonable nexus, or connection, between new growth and development and the need for a new facility or improvement. As such, an impact fee must be supported by specific findings that explain or demonstrate this nexus. In addition, the impact fee amount must be structured such that the revenue generated does not exceed the cost of providing the facility or improvement for which the fee is imposed.

The City can choose to charge parks and recreation development impact fees below the maximum, supportable fee schedule. Such downward adjustments in the fee schedule, if selected, are typically based on policy considerations related to considerations of development feasibility and fee levels in peer cities.

C. Facility Standards and Cost Allocation Approach

A facility standard is a policy that indicates the amount of facilities required to accommodate service demand. Examples of facility standards include building square feet per capita and park acres per capita. Standards may also be expressed in monetary terms such as the replacement value of facilities per capita. The adopted facility standard is an important component in determining development's need for new facilities and the amount of the supported fee. Standards determine new development's fair share of planned facilities and ensure that new development does not fund deficiencies associated with the existing city infrastructure.

The City has a long established a standard of 3 acres per 1,000 residents. This standard was reaffirmed in the updated General Plan that was approved in 2013 after significant community input. The parks and recreation facilities fees calculated in this report uses the City's stated service standard and the cost of developing new parks to estimate the cost of maintaining the existing level of service to new residents through the buildout of the General Plan. New development will be required to fund the expansion of facilities at the same rate that existing development has provided to date. Thus, new development will not be funding any existing deficiency.

Excluding school-owned parks, there is currently approximately 3.01 acres of parks per 1,000 residents, which is equivalent to the City's stated per capita service standard.

The City has identified some, but not all of the planned new parks to potentially be funded by the fee (and other sources, as necessary) through the 2035 planning horizon of the General Plan.[2] The City is in the process of preparing a Park Master Plan, which will prioritize future park development.

D. Maximum and Recommended Fee Schedules

Table 1 shows the City's maximum supportable parks and recreation fee schedule as well as the recommended fee schedule. The maximum fee schedule is based on the nexus findings and technical analysis contained in this Report and represents the maximum parks and recreation fees the city could charge consistent with the Mitigation Fee Act. The calculation of the fee is presented in Section III of this report. The recommended fee schedule reflects a downward adjustment from the maximum supported fee. The recommendations are based on the fee levels being charged by surrounding communities. While we have identified a recommended fee range, the City has the discretion to adopt any fee amount up to the maximum amount supported by the nexus analysis.

Consistent with the City's current fee structure, we are recommending that the impact fee remain an "all-inclusive" park fee that addresses the impacts of new residential development on all types of recreational facilities including parks, playfields, aquatics and recreation centers. Although some cities have fees that are targeted to particular uses, the all-inclusive strategy is preferable because it provides the City with a greater degree of flexibility.

The parks and recreation development impact fees will apply to new residential development to fund a share of future parks and recreation capital facilities investments in the City. The fee estimates include a 2 percent (2%) fee program administration fee, consistent with other Mitigation Fee Act program administrative costs in many other California jurisdictions.[3]

---

[2] Appendix Table A-3

[3] The 2 percent administration cost allowance is designed to cover the costs of preparing the development impact fee as well as the required reporting, auditing, collection and other annual administrative costs involved in overseeing the program. Development impact fee programs throughout California have applied similar administrative charges.

Table 1: Maximum and Recommended Park Fees

	Maximum Supported Fees[4]		Recommended Fees	
	Fee for Projects that Do Not Dedicate Land for Parks	*Fee for Projects that Dedicate Land for Parks*	*Fee for Projects that Do Not Dedicate Land for Parks*	*Fee for Projects that Dedicate Land for Parks*
Single Family Units	$31,000	$7,700	$22,000 to $25,000	$6,500 to $7,500
Multi Family Units	$31,000	$7,700	$15,000 to $18,000	$4,500 to $5,300

As shown in Table 1, the estimated maximum parks and facilities impact fee to fund both land acquisition and the construction of parks improvements that could be levied approximates $31,000 per dwelling unit. For projects that dedicate land, a fee is only needed to fund facilities. The maximum facility fee amount is $7,700 per dwelling unit.

Fee comparisons with surrounding cities indicate that at these maximum levels, the City would be adopting parks and recreation fees that exceed the amounts being levied in surrounding cities. Given this consideration as well as the consideration that the City levies other impact fees, we are recommending that the adopted fees be less than the maximum fee levels. We are also recommending reduced fee levels on multi-family construction because of the reduced capacity of multi-family developments to absorb the same level of per unit costs as single family developments. While we have identified a recommended fee range, the City has the discretion to adopt any fee amount up to the maximum amount supported by the nexus analysis.

As shown in Table 1, the recommended fee to cover both land acquisition and facilities costs is $22,000 to $25,000 per unit for single family units and $15,000 to $18,000 per unit for multi-family units. For developments that dedicate sufficient land for park development the recommended fee range would be $6,500 to $7,500 per unit for single family units and $4,500 to $5,300 per unit for multifamily units.

E. Fee Indexing

Since land and construction costs continue to rise, it is important that the cost be indexed to inflation. The fee should be adjusted annually by a construction cost index, such as the Engineering News Record. Furthermore, land acquisition costs, which are an important component of the total fee and actual construction costs should be reviewed by the City at least every two years.

[4] The calculation of the maximum fee levels is presented in Section III of this report.

II. MITIGATION FEE ACT NEXUS FINDINGS

This chapter describes the necessary "nexus" between new development in Newark and the proposed capital facilities investments, as required under the Mitigation Fee Act – Government Code Section 66000 (AB1600). The new parks and recreation development impact fees will fund the investments in parks and recreation facilities, improvements, and land acquisitions required to maintain existing levels of park facilities service in the City - the "fair share" contribution of new development.

Nexus findings address: (1) the ***purpose*** of the fee and a related description of the facility for which fee revenue will be used, (2) the specific ***use*** of fee revenue, 3) the ***relationship*** between the facility and the type of development, (4) the relationship between the ***need*** for the facility and the type of development, and (5) the relationship between the amount of the fee and the ***proportionality*** of cost specifically attributable to new development. The subsections below describe the nexus findings for the Parks and Recreation Facility Development Impact Fee.

A. Purpose

The fee will ensure an expansion in parks and recreation capital facilities in the City of Newark as new growth occurs.

B. Use of Fee

Fee revenue will be used to acquire land for parks and to construct improvements, such as playing fields, a skate park, or dog park, etc.

C. Relationship

New residential development in the City of Newark will increase the demand for and use of parks and recreation facilities. Fee revenue will be used to help fund new parks and recreation facilities in response to the increased demand.

D. Need

Each new residential project will bring new residents to the City and will generate incremental, new demand and use of the City's parks and recreation facilities. New revenues to fund investments in additional parks and recreation capital improvements are necessary to maintain the City's parks and recreation capital facilities service standards.

E. Proportionality

The maximum, supportable parks and recreation fee schedule has been based on a parks and recreation capital facilities cost estimate derived by applying the proportionate increase in residential population associated with new development to the existing operative service standard/value of parks and park improvements. As a result, the fee program cost estimates are directly proportional to the relative increase in new development.

III. DEMAND FOR NEW PARK AND RECREATION FACILITIES AND SUPPORTED IMPACT FEE AMOUNTS

A. Service Population

The City's General Plan has established the City's standard for functional public parkland at 3.0 acres per 1,000 residents. Therefore, under the City's policy, new residents are the determining driver/service population for new park and recreation facilities. As shown in Table 2, the City's population totaled approximately 43,342 in 2013 at the time that the General Plan was prepared. By 2035 the population is anticipated to reach 60,510, reflecting an increase of 17,168 people over roughly the next 20 years.

Table 2: Service Population

	Residents	Service Population
2013 Population	43,342	43,342
New Development (through-2035)	17,168	17,168
Total, 2035	60,510	60,510

Source: General Plan

B. Average Household Size

Since residential park impact fees are often levied per residential unit, the average household size is needed to convert the demand of new residents into the demand of new residential units. The residential occupant density factors for both single-family and multi-family units are derived from data from the US Census' American Community Survey. As shown below, the average household size is 3.23 persons per household.

Table 3: Average Household Size Assumptions

All Residential Units	3.23

Source: American Community Survey 2010 - 2014.

C. Parks and Recreation Facility Inventory and Standards

As summarized in Table 4 and detailed in Appendix Table A-1, the City has a total inventory of 130.6 acres of existing parks. Of the existing acreage, approximately 44% are community parks, 45% are neighborhood parks, and 11% are specialized parks. There are currently no parks under construction. The City is currently preparing a Parks Master Plan, which will detail the City's objectives for future park construction.

Table 4: Existing and Under Construction City Park Acres

	Existing Acres	Under Construction	Total Acres
Community Parks	58.1	0	58.1
Neighborhood Parks	58.8	0	58.8
Specialized Recreation Areas	13.7	0	13.7
All City Park Acreage	130.6	0	130.6

Source: Newark General Plan. Park Inventory is detailed in Appendix Table A-1.

The City is currently providing a service level of 3.01 acres per 1,000 residents. The current inventory of park acreage in Newark meets or exceeds the City's per capita service standard of 3.0 acres per 1,000 residents.

Table 5: Current Service Standard - Park Acres per 1,000 Residents

	Existing Acres	Under Construction	Total Acres
City Park Acreage	**130.6**	**0**	**130.6**
Acres per 1,000 Residents	3.01		3.01
General Plan Standard - Acres per 1,000 Residents			**3.00**

D. Parkland Development Costs

Table 6 provides an estimate of the cost of developing new parks, including the cost of acquiring land for park development. Land acquisition cost estimates are based on recent land sales for residentially zoned property or commercial sites that are part of residential development, as provided in Appendix Table A-2. Given that the City intends to provide parks in proximity to residential neighborhoods, the cost of acquiring residential land is the appropriate indicator of park acquisition costs. Residential land acquisition costs generally range from $43 to $75 per square foot of land area. For purposes of this analysis, a land cost of $60 per square foot has been used, which reflects the average cost of sites of less than 20 acres.

The cost of developing park facilities varies significantly, depending on the nature of the facilities. Based on information provided by City staff, facility construction costs can range from approximately $12 per square foot up to $45 per square foot. For purposes of updating the City's park fee, a cost of $18 per square foot or $784,000 per acre has been assumed. As shown in Table 6, the cost to develop an acre of parkland is estimated to total $3,136,000 including land and park development costs or $784,000 excluding land acquisition costs.

Table 6: Park Development Costs per Acre

Land Acquisition Costs per Acre[1]	$2,352,000
Park Improvement Costs per Acre[2]	$784,000
Total Park Development Cost Per Acre	**$3,136,000**

[1] *Reflects average value of recent land sales in residential areas in Newark. Please see Appendix Table A-2.*

[2] *Cost estimate reflects City staff's estimate of average park construction costs.*

E. Park and Recreation Facilities Needed to Accommodate New Residential Development

Table 7 provides the estimate of the park acreage needed to accommodate the demand generated by new residents at the existing service level of 3.0 acres per 1,000 residents. As shown, it is estimated that an additional 51.5 acres of improved parks will be needed to serve the needs of new residents through the General Plan buildout period of 2035. The cost of providing the needed parks is estimated to total approximately $164.7 million including the cost of acquiring land ($9,596 per additional new resident) and $41.2 million, excluding the cost of land ($2,399 per additional new resident).

Table 7: Park Land and Improvement Needs to Serve New Residents

New Residents (through 2035)		17,168		
Current General Plan Parks Service Standard		3.00	acres per 1,000 residents	
Additional Park Acres to Serve New Residents		**51.504**		
			Land + Improvements	***Improvements Only***
Cost per Acre	*(Table 6)*		$3,136,000	$784,000
Administration Cost Allowance		**2.00%**	$62,720	$15,680
Total Cost per Acre			$3,198,720	$799,680
Additional Park Acres to Serve New Residents			51.504	51.504
Total Park Investment Required to Serve New Residents			$164,746,875	$41,186,719
Cost Per New Resident			**$9,596.16**	**$2,399.04**

F. Maximum Impact Fees Supported by Nexus Analysis

As shown above, the cost to provide new facilities to serve the demand of new residents is estimated at $2,399 per resident excluding land acquisition costs and $9,596 per resident including land acquisition costs. By applying the average density of 3.23 residents per residential unit, it is estimated that the maximum supported parks and recreation impact fees is $7,700 per residential unit excluding land acquisition costs and $31,000 per residential unit including land acquisition costs.

Table 8: Maximum Parks Fees Supported by Nexus Analysis

		Fee for Projects that do not Dedicate Land (Fee Funds Land + Improvement Costs)	*Fee for Projects that Dedicate Land (Fee Funds Improvement Costs)*
Maximum Fee per New Resident	*(Table 7)*	$9,596.16	$2,399.04
Maximum Fee per New Household	**3.23 persons per hhld.**	$30,996	$7,749
	Rounded	$31,000	$7,700

In the simplest mathematical form, the equation for calculating the maximum fee per household is as follows:

(per capita park service standard) X (cost per acre) X (average household size per unit) = maximum fee per household

Incorporating the information specific to this analysis for Newark, the formula is as follows:

(3 acres/1000 residents) X ($3,198,720/acre) X (3.23 residents/unit) = $30,996 per unit; and
(3 acres/1000 residents) X ($799,680/acre) X (3.23 residents/unit) = $7,749 per unit.

IV. USE OF FEE REVENUE

The City plans to use park impact fee revenue to acquire parkland and construct facilities to add to the system of park and recreation facilities. The park facilities that are planned at this time are listed in Appendix Table A-3.

The City is embarking on a comprehensive Citywide Park Master Plan to assess community needs, provide greater project detail, and prioritize projects. The outcome of the Master Plan should be used to review the fee and consider any appropriate modifications.

V. IMPACT FEES IN NEIGHBORING CITIES, MAXIMUM SUPPORTED FEES, AND RECOMMENDED FEES

A. Park and Recreation Fees in Neighboring Jurisdictions

KMA surveyed the impact fees levied by the nearby cities of Union City, Fremont, Hayward, Dublin, Pleasanton and San Leandro. The park and recreation facility impact fees and total impact fees for these cities are presented in Appendix Table A-4. They are summarized in Table 9.

Table 9: Comparison of Fees[1]

	Per Unit Park Fees		Total Per Unit Impact Fees	
	Single Family	Multi Family	Single Family	Multi Family
Newark	$7,460	$7,460	$12,462	$12,045
Union City -Subdivision - Avg.	$28,193	$28,193	$42,075	$38,138
Union City - Non-subdivision	$2,746 to $3,096	$2,746 to $3,096	$16,628 to $16,978	$12,691 to $13,041
Fremont[2]	0 BR - $9,220 4 BR - $29,502	0 BR - $9,220 4 BR - $29,502	0 BR - $12,363 4 BR - $31,012	0 BR - $12,363 4 BR - $31,012
Hayward	$11,953	$9,653	$11,953	$9,653
Dublin	$19,227	$12,017	$30,197	$19,229
Pleasanton	$9,709	$7,969	$22,206	$16,256
San Leandro[3]	$16,079	$14,054	$17,416 to $18,094	$15,891 to $16,069

[1] excludes affordable housing fees and fees charged on building permit valuations.
[2] for units with more than 4 bedrooms, additional park fee is $5,531 per bedroom. Total additional fee is $6,210 per bedroom.
[3] Pertains to non-senior units.

As shown, Newark's existing parks fee at $7,460 per dwelling unit is the lowest among the surveyed cities. The second lowest parks fee is levied by Pleasanton, with a fee of $9,709 per unit. There is also a large disparity among the surveyed cities, ranging from $9,700 per unit in Pleasanton to $29,500 per unit[5] in Fremont. Pleasanton and Hayward are at the lower end of the range, Fremont and Union City (up to $28,193 per unit) are at the high end, and San Leandro and Dublin are in the middle of the range.

B. Maximum and Recommended Impact Fees

We recommend that the adopted fees be set below the maximum in order to be consistent with the fees of other cities in the market area and to not overly burden the cost of new development, given that the City has other impact fees. Separate and reduced fee recommendations are

[5] Fee amount varies by bedroom count. $29,502 is the fee for a four-bedroom unit.

offered for multi-family units in recognition that multi-family units typically cannot bear the same level of impact fees as single family developments.

Table 10: Maximum and Recommended Park Fees

	Maximum Supported Fees		Recommended Fees	
	Fee for Projects that Do Not Dedicate Land for Parks	*Fee for Projects that Dedicate Land for Parks*	*Fee for Projects that Do Not Dedicate Land for Parks*	*Fee for Projects that Dedicate Land for Parks*
Single Family Units	$31,000	$7,700	$22,000 to $25,000	$6,500 to $7,500
Multi Family Units	$31,000	$7,700	$15,000 to $18,000	$4,500 to $5,300

VI. FEE PROGRAM IMPLEMENTATION AND ADMINISTRATION

The Mitigation Fee Act includes a series of reporting requirements designed to ensure that development impact fee revenues are properly accounted for, used appropriately, and that, where funds are ultimately not used, are reimbursed. In addition, jurisdictions adopting fee programs should determine their preferred approach to updating the fee schedule and whether they intend to allow for exemptions, credits, and reimbursements (under any additional circumstances). The following fee program implementation and administration parameters are our standard recommendations. The City's existing program may already include some or all of these recommendations.

1. Credits, Reimbursement, and Exemptions

Under certain and limited circumstances, as determined by the City, the Impact Fee Resolution could allow developers subject to the fee to obtain credits, reimbursements, or exemptions. In cases of redevelopment, the demolition of space should provide a fee credit. In other words, the gross fee obligation should be calculated based on the scale of the proposed new development, with a fee credit to be applied for existing square footage to be removed (or retained) using the applicable fee for the existing square footage (land uses). Residential units that are being replaced due to a natural disaster are also exempt from the impact fees. And, units that are subject to the existing land dedication requirements will only be subject to the parks facility impact fee and not the entire fee that covers both land acquisition and park improvement costs.

All other fee credits and/or reimbursements should not be allowed by right but rather should be subject to review by City staff and Council to ensure that such credits or reimbursements are warranted and appropriate. Potential examples where fee credits and reimbursements might be considered include: (1) cases where a Development Agreement specifically envisions extraordinary, direct investments in parks and recreation facilities of equal to or greater value to the City than the applicable parks and recreation fees; and 2) exemptions where the City elects not to impose fees for certain categories of development, such as affordable developments, are also an option, though alternative funding sources to offset a loss in fee revenue would need to be provided.

2. Securing Supplemental Funding

The maximum, supportable development impact fee is set to cover the parks and recreation facilities investments that will maintain citywide capital facilities standards as new growth occurs. To the extent that the adopted fee is less than the maximum and/or the City's goals envision an overall increase in parks and recreation facilities and parkland standards, supplemental funding will be required to fund park facilities. In addition, to the extent that exemptions are provided for particular types of development, supplemental funding will be required to make up for this lost funding.

3. *Annual Review and Periodic Study Update*

The Mitigation Fee Act/AB 1600 (at Gov. C. §§ 66001(c), 66006(b)(1)) stipulates that each local agency that requires payment of a fee make specific information available to the public annually within 180 days of the last day of the fiscal year. This information includes the following:

- A description of the type of fee in the account
- The amount of the fee
- The beginning and ending balance of the fund
- The amount of fees collected and interest earned
- Identification of the improvements constructed
- The total cost of the improvements constructed
- The fees expended to construct the improvement
- The percentage of total costs funded by the fee

Because of the dynamic nature of growth and capital equipment requirements, the City should monitor inventory activity, the need for improvements, and the adequacy of the fee revenues and other available funding. To the extent particular issues are identified, adjustments to the fee program may be required.

APPENDIX A: Park Inventory, Residential Land Sales, Park Construction Costs, and Impact Fees of Neighboring Cities

Appendix Table A-1
Newark City Park Inventory
Newark, CA

Park Name	Acres	Faciliites
Neighborhood Parks		
Jerry Raber Ash Street Park	6.1	play structures, softball fields, basketball court, picnic, horseshoe pit
Susan Johnson Bridgepoint Park	3.5	play structures, picnic facilities
Byington Park	3	play structures, picnic facilities
Civic Center Park	5.1	play structures, basketball court, par course, picnic facilities
Lakeshore Park	26	lawn, paths, par course. 16-acre water area with fishing and boating
Mayhews Landing Park	8.3	play structures, basketball court, picnic facilities
Mirabeau Park	6	play structures, paths, picnic facilities
Musick Park	0.8	play structures, picnic facilities
Total, Neighborhood Parks	**58.8**	
Community Parks		
Birch Grove Park	12.2	play structures, lighted softball, basketball, tennis, picnic, restrooms, water feature
Community Park	16.3	play structures, warm-up wall, basketball, handball, lawn, paths, tennis, picnic, community center
Sportsfield Park/Silliman Center	29.6	softball fields, soccer fields, aquatic center, gymnasium, showers, locker room, dance studio, fitness center, teen room, children's room, meeting room, childcare
Total, Community Parks	**58.1**	
Special Use Parks		
Shirley Sisk Grove	3.2	open space for summer concerts
MacGregor Fields	10.5	soccer and baseball practice fields
Total, Special Use Parks	**13.7**	
Total, City Parks	**130.6**	

Source: Newark General Plan

Appendix Table A-2
Recent Land Sales in Residential Areas
Newark, CA

	Address	Date	Price	Sq. Ft.	Price per SF	Proposed Use	Current use	Buyer
1	8400 Enterprise Drive	1/21/2016	$39,650,000	929,135	$42.67	Single family	industrial land	Trumark
2	37521 Willow Street	11/16/2015	$14,930,000	198,634	$75.16	Entitled for townhomes	residential land	Lennar Homes
3	8375 Enterprise Drive	9/25/2015	$5,500,000	93,218	$59.00	Approved for 27 homes. It is part of the Dumbarton Transit-Oriented Development. Other note indicates that site will be used to construct a 34,000 sf industrial bldg.		Buyer is Honeywell International, Inc. Seller is Trumark.
4	36120 Ruschin Drive	5/15/2015	$19,250,000	442,134	$43.54	Single family	Newark school bldg.	Classic Communities
5	38945 Timber Street	1/29/2015	$7,360,000	100,188	$73.46	Commercial to serve new residential development or part of residential	commercial land	DR Horton
6	5655 Mowry Avenue (Mowry Crossings)	1/29/2015	$44,032,000	673,220	$65.41	Investment - 147 townhomes, 93 condos and 42 detached sf	vacant Mervyn's; Motel 6	DR Horton
	Average		**$130,722,000**	**2,436,529**	**$53.65**			
	Average of sites less than 20 acres		**$91,072,000**	**$1,507,394**	**$60.42**			

Appendix Table A-3
Potential Additional Park Improvements
Newark, CA

Facility	Location	Origin/Status
Skate Park	Undetermined	CIP
Dog Park	Undetermined	CIP
New Turf Fields	Sportsfield Park	City Staff
Cedar Blvd Linear Park	Northwest Newark	General Plan
Dumbarton TOD to Wildlife Refuge; Refuge Connection Trail RR Overcrossing	Dumbarton TOD	Specific Plan
Sisk Grove Improvments: Ampitheater, Conncession Area & Bathrooms	Shirley Sisk Grove	New Park Master Plan
Silliman Picnic Area	Adjacent to Silliman Center	City Staff
Aquatic Area Replacment	Community Park	City Staff
Birch Grove Undeveloped Area	Birch Grove Park	City Staff
New 6 acre park in the TOD	Enterprise and Hickory	Specific Plan
Bocce Ball Courts	Undetermined	CIP
Birch Grove Park Softball Field Night Lighting	Birch Grove Park	CIP
Bridgepointe Park Path Completion	Bridgepointe Park	CIP
Byington Park Security Lighting	Byington Park	CIP
Civic Center Park Completion	Civic Center	CIP
Community Park Group Picnic Facility	Community Park	CIP
Jerry Raber Ash St. Park - Remaining Phases	Jerry Raber Ash St. Park	CIP
Mayhews Landing Park Completion	Mayhews Landing Park	CIP
Mirabeau Park Security Lighting	Mirabeau Park	CIP
Senior Center Community Garden	Jerry Raber Ash St. Park	CIP
Silliman Complex - Remaining Phases	Silliman/Sportsfield	CIP
Silliman Complex - Maintenance/Restroom Facility	Silliman/Sportsfield	CIP

APPENDIX TABLE A-4
COMPARISON OF RESIDENTIAL IMPACT FEES, EXCLUDING AFFORDABLE HOUSING FEES
NEWARK AND NEIGHBORING JURISDICTIONS
CITY OF NEWARK

Impact Fees / du[1]	Newark	Dublin	Fremont	Hayward	Milpitas	Pleasanton	San Leandro	Union City
Arts Requirement	$270	See Below	None	None	None	None	None	See Below
Fire Impact Fee	None	SF: $870, MF: $544	0BR: $143 1BR: $214 2BR: $300 3BR: $371 4BR: $457 +BR: +$86/BR	None	None	None	None	See Below
Park Facilities / Parkland Dedication Fee[2]	$7,460	SF/MF: $18,646	0BR: $9,220 1BR: $13,830 2BR: $19,362 3BR: $23,971 4BR: $29,502 +BR: +5,531/BR	SFD: $11,953 SFA: $11,395 MF: $9,653	*Varies by pop. density* SFD: $44,673 SFA: $35,438 MF (2-4 du): $36,131 MF (5+ du): $29,089	SF: $9,709, MF: $7,969	SF: $16,079; MF: $14,054	**Subdivision:** *Varies by pop. density* $28,193 (avg.) **Non-Subdivision:** $2,466 plus $280 (0-1BR), $455 (2BR), $630 (3+BR)
Public Facility Impact Fee[3]	*Public Safety* MF: $2,079, SF: $1,989 *Comm. Service* MF: $1,596 SF: $1,942 *Transportation* MF: $460, SF: $801 *Total* MF: $4,135, SF: $4,732	SF/MF: $5,798	0BR: $988 1BR: $1,483 2BR: $2,076 3BR: $2,569 4BR: $3,163 +BR: +$593/BR	None	None	SFD: $4,730 SFA: $3,532 MF: $2,885	None	SF: $12,231, MF: $8,624
Traffic Impact Fee	Included in Public Facility Fee	None	0/1BR: $2,012 2/3BR: $2,247 4+BR: $3,421	None	None	SF: $4,707 MF: $3,294	$1,337-$2,015; senior: $667-$897 [5]	SF: $1,651; MF: $1,321 [6]
Tri-Valley Transportation Development Fee[4]	None	SF: $3,060 MF: $2,108	None	None	None	SF: $3,060 MF: $2,108	None	None
Total Fees / du	**SF: $12,462** **MF: $11,865**	**SF: $28,374** **MF: $27,096**	**0BR: $12,363** **1BR: $17,539** **2BR: $23,985** **3BR: $29,158** **4BR: $31,012** **+BR: $6,210/BR**	**SFD: $11,953** **SFA: $11,395** **MF: $9,653**	**Varies by pop. density** **SFD: $44,673** **SFA: $35,438** **MF (2-4 du): $36,131** **MF (5+ du): $29,089**	**SFD: $22,206** **SFA: $20,056** **MF: $16,256**	**Non-Senior** **SF: $17,416-$18,094** **MF: $15,391-$16,069** **Senior:** **SF: $16,746-$16,976** **MF: $14,721-$14,951**	**Subdivision** **SF: $42,075** **MF: $38,138** **Non-Subdivision** ***SF*** **0-1BR: $16,628** **2BR: $16,803** **3BR: $16,978** ***MF*** **0-1BR: $12,691** **2BR: $12,866** **3BR: $13,041**
Fees as % of BPV								
Arts Requirement	See Above	> 20 du: 0.5% BPV	None	None	None	None	None	1% BPV
General Plan Cost Recovery	.5% BPV	None	None	None	None	None	None	None
Total % of BPV	.5% BPV	0.5% BPV	None	None	None	None	None	1% BPV
Fees PSF Building (Partial)								
Fire Equipment Acquisition	None	See Above	See Above	None	None	None	None	$1.40 PSF occupiable space above 2nd story
Fees as % of Building and Plan								
General Plan Cost Recovery	See Above	None	15% of Building and Plan Check Permits	12% of Building and Plan Check Permits	None	None	None	None

Notes: This chart presents an overview and terms may be simplified. Consult code and City staff for more information.

Abbreviations: SF = Single Family; MF = Multi-Family; SFA = SF Attached; BPV = Building Permit Value; PSF = Per Square Foot; BR = bedroom; SFD = SF Detached; du = Dwelling unit

[1] Excludes on-site inclusionary requirements. See Table 2.
[2] For Milpitas and Union City, fee is estimated based on population densities derived from Census and DOF data. In Milpitas, developer may submit alternative population estimate. 40% of Milpitas fee may be met through the provision of private open space.
[3] Generally supports such facilities as libraries, parks and other community buildings. Newark fee includes transportation facilities.
[4] Regional fee collected on behalf of the Tri-Valley Transportation Development District.
[5] Fees vary by zone.
[6] Traffic signalization fees.

Prepared by Keyser Marston Associates, Inc.
Filename: C:\Users\kfeeney\Desktop\Newark A-4 A-5;4/18/2016;hgr

APPENDIX TABLE A-5
COMPARISON OF INCLUSIONARY HOUSING PROGRAMS
NEWARK AND NEIGHBORING JURISDICTIONS
CITY OF NEWARK

	Newark	Dublin	Fremont	Hayward	Milpitas	Pleasanton	San Leandro	Union City
Minimum Project Size1								
For In-lieu/Impact Fee[1]	FS/R: 1 unit	FS/R: 20 units	FS/R: 2 units	FS/R: 20 units	FS/R: 5 units	FS/R: 15 units	FS: 2 units	n/a
For Build Requirement	no build req.	FS/R: 20 units (partial)	no build req.	no build req.	no build req.	no build req.	FS: 7 units	FS: 1 unit
Onsite Requirement								
Percent of Total Units[2]	n/a	7.5%, plus fee (12.5% without fee)	Attached 3.5% plus $18.50/sf Detached 4.5% plus $17.50/sf	Attached: 7.5% Detached: 10%	5.0%	MF: 15% SF: 20%	15%	15%
Income Level (% AMI)	n/a	FS: 40% @ 80%, 60% at 120% AMI R: 30% @ 50% AMI, 20% @ 80% AMI, 50% @ 120% AMI.	80-110% AMI (120% w/approval)	80-110% AMI	Up to 80% AMI	SF: 80% AMI MF: 120% AMI	60% @ 80-120% AMI; 40% @ 50-80% AMI	10% @ 50-80% AMI; 30% @ 80-100% AMI; 60% @ 100-120% AMI
Impact / In-Lieu Fee Levels								
Fee Level	$20/sf first 1,000 SF/unit; $8/SF above 1,000 SF/unit	$130,276 per aff unit owed (in addition to on-site)	FS: *Attached* $18.50 w/ aff units; $27.00 no units *Detached* $17.50 w/ aff units; $26.00 no units R: $17.50 no map; $27.00 w/ map[4]	FS: *Attached:* $3.24/sf *Detached:* $4/sf R: $3.24/sf	5% building permit value[5]	MF: $2,783/du; SF: <1,500 sq ft: $2,783/du >1,500 sq ft: $11,228/du	(Median Sale Price - Affordable Price) x units owed[6]	<7 units: $160,000 /du owed; 7+ units: $180 /sf owed
Alternatives to Onsite Provision[3]								
Fee Option - for projects over min. size	n/a	No	yes (Developer)	yes (Developer)	yes (Developer)	yes (Developer)	yes (City)	yes (City)

Note: This chart presents an overview and terms have been simplified. Consult code and City staff for more information.

Abbreviations:

R = Rental	FS = For Sale	sq ft = Square Feet	MF = Multi-Family	SF = Single Family
du = Dwelling Unit	Ac = Acre	AMI =Area Median Income	Req. = Requirement	BP = Building Permit

1. In Union City , single-unit, owner-occupied projects exempt.
2. In Dublin, 40% of the on-site requirement is covered through an impact fee.
3. All cities that do not allow fee payment by right allow developers to seek Council approval of fee payment instead of on-site units. Also, all cities with on-site reqs. provide options for off-site construction and land dedication.
4. Rental projects with a subdivision map allowing conversion to condominiums
5. In-lieu/impact fee introduced as temporary measure while City prepares formal nexus study. Fee has not yet been assessed. Average residential building permit value is reported to be $____.
6. Fee calculated based on current median sales price for individual projects. No fees have been owed since 2008.

STAFF REPORT

Item D. 10.

DATE	12/14/2023
TO	Honorable Mayor and City Council Members
FROM	Cathreene Ingham-Watters, Human Resources Director
SUBJECT	Adopt a resolution approving a side letter with the Newark Police Association to provide temporary benefits relating to the temporary critical staffing schedule; and approve an amendment to the 2022 - 2024 Biennial Budget and Capital Improvement Plan

SUMMARY AND RECOMMENDATION

Like most police departments in the Bay Area, the City of Newark began experiencing a Police Officer staffing shortage earlier this year and reached out to the Newark Police Association (NPA) to discuss temporary benefits that would support the recruitment and retention of Police Officers. Staff recommends that the City Council approve a resolution authorizing the City Manager to execute a side letter with NPA to provide temporary benefits related to overtime pay and the vacation buy-back program.

BACKGROUND

Approximately one year ago, police officer staffing shortages began impacting many Bay Area Police Departments. In February and March 2023, the City Manager, Assistant City Manager, Human Resources Director, Police Chief, and members of the Police Command staff held meetings to discuss methods of addressing the potential staffing shortage that appeared to be on the horizon for the City of Newark. After researching and assessing various ideas, staff identified a few items, including one-time temporary benefits, that could be successful in recruiting and retaining officers. Management representatives reached out to NPA representatives to discuss one-time temporary benefits.

On July 9, 2023, the Police Department implemented a temporary critical staffing schedule in coordination with NPA. This schedule was established in order to meet minimum staffing guidelines for patrol per Policy 377 of the Newark Police Department Policy Manual, while reducing the number of unplanned mandated overtime shifts, providing officers a more dependable work schedule. While in place, this temporary schedule requires officers to work one mandatory overtime shift per week. Though officers may still be called in for additional overtime work, the temporary critical staffing schedule reduces the number of last-minute mandates.

DISCUSSION/ANALYSIS

Management and NPA representatives collaboratively brainstormed ideas to address officer recruitment and retention while Police Department leadership made changes to alleviate the impact of vacancies. This included assigning a Police Sergeant to recruitment efforts, significantly increasing the number of Police Officer applicants. Human Resources and Police personnel work together to interview candidates on a regular basis and move qualified candidates through the pre-employment process as quickly as possible. These efforts have resulted in a consistent stream of candidates in the background process or Police Academy that equal or exceed the number of vacancies. Unfortunately, not all candidates are successful in all phases of the pre-employment process, so it is important these robust recruitment efforts continue while the vacancy rate remains high.

With successful recruitment efforts in place and a salary increase provided to Police Officers and Police Sergeants in October 2023 resulting from a compensation labor market survey, management and NPA representatives agreed to focus discussions on temporary benefits that would support officer retention. NPA representatives described the impact of the temporary critical staffing model. In light of this, three temporary benefits were agreed upon:

1. Temporarily increase the overtime rate of pay from time and one-half (1.5x) to two times (2x) the regular hourly rate of pay for shifts Police Officers and Police Sergeants are assigned to meet minimum staffing guidelines for patrol. This temporary increase in the overtime rate will be effective December 24, 2023 through January 4, 2025, or until the temporary critical staffing schedule ends, as declared by the Police Chief, whichever comes first; and

2. Allow an additional twenty (20) hours of accrued vacation leave to become eligible for the buy-back program in 2024; and

3. Waive the requirement to have used one-half of the vacation time accrued to be eligible for the buy-back program. This waiver extension option is in the current Memorandum of Understanding and only requires City Manager approval.

FISCAL IMPACT

The cost of temporarily increasing the overtime rate is estimated at $93,000 for each month the temporary critical staffing model remains in place. Should the temporary critical staffing model remain in place for the remainder of Fiscal Year 2024, the $558,000 cost would be funded with Police Department personnel savings. The estimated cost, if the temporary critical staffing model remains in place for the maximum temporary period of December 24, 2023, to January 4, 2025, is $1,187,000, including impact of the general salary increase scheduled for July 1, 2024. Potential costs during Fiscal Year 2025 will be estimated based on the projected overtime needs as a result of officer vacancies, and included in the regular 2024-2026 budget process. The vacation buy-back program costs will also be considered during the regular 2024-2026 budget process, and will have no impact to the Fiscal Year 2024 budget. Actual costs will depend on the number of officers electing to participate, but are anticipated to be minimal based on current vacation accruals and history of

program participation. The maximum potential cost of the vacation buy-back program, with 100% eligibility and participation from Police Officers and Police Sergeants is less than $74,000.

REVIEW AND APPROVAL

Prepared by - Cathreene Ingham-Watters, Human Resources Director
Reviewed by - Lenka Hovorka, Assistant City Manager
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Resolution - NPA Temporary Benefits

Side letter - NPA Temporary Benefits

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING A SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF NEWARK AND THE NEWARK POLICE ASSOCIATION (NPA) TO PROVIDE TEMPORARY BENEFITS

WHEREAS, in recognition of a regionwide police staffing shortage requiring unusually high planned and unplanned overtime shift work, impacting Newark officers' work-life balance; and

WHEREAS, the City values and wishes to retain its talented public safety officers who provide outstanding service to the Newark community; and

WHEREAS, the City of Newark and the Newark Police Association (NPA) are parties to the July 1, 2019- June 30, 2022 Memorandum of Understanding (MOU), revised July 28, 2022 to extend the MOU term through June 30, 2025 and the November 14, 2022 side letter amending MOU Sections VIII.K. Vacation Leave and XV.C. Overtime; and

WHEREAS, Police Officers and Police Sergeants in NPA are currently assigned a mandatory overtime shift one day per week to meet minimum staffing requirements as part of a critical temporary staffing schedule implemented in July 2023 with the rate of pay of time and one-half (1.5) the regular hourly rate; and

WHEREAS, NPA members can elect to cash-out eighty (80) hours of accrued vacation leave each year if the member has used at least one-half of the vacation time accrued but many NPA members have been unable to use one-half of accrued vacation due to the temporary critical staffing schedule implementation; and

WHEREAS, in the November 14, 2022 side letter, the total amount of vacation eligible for buy-back for 2022 was increased from eighty (80) to one hundred (100) hours for full-time employees; and

WHEREAS, the City and NPA desire to enter into a side letter agreement to provide temporary benefits from December 24, 2023 through January 4, 2025, or when the temporary critical staffing schedule ends, as declared by the Police Chief, whichever comes first; and

WHEREAS, the City Manager has approved the extension of the vacation use requirement through 2024 as described in MOU Section VIII.K for all NPA-represented classifications; and

WHEREAS, the following temporary benefits apply to employees in the classification of Police Officer and Police Sergeant only and include:

1. A temporary increase to the rate of pay from one and one-half times (1.5x) the regular hourly rate to two times (2x) the regular hourly rate for mandatory overtime shifts assigned to meet minimum patrol staffing guidelines; and
2. An additional 20 hours of vacation accruals will be eligible for buy-back for calendar year 2024 only.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby approves a side letter agreement to the MOU, attached hereto and incorporated herein by reference, and authorizes the City Manager to execute the side letter and to take such further actions as may be necessary to implement the side letter to the MOU including any necessary non-substantive modifications.

City of Newark

City Manager's Office
37101 Newark Boulevard
Newark, CA 94560

To: Newark Police Association Executive Board

From: David Benoun, City Manager
Lenka Hovorka, Assistant City Manager

Date: December 14, 2023

This will serve as a side letter to the City of Newark (City) and the Newark Police Association (NPA) July 1, 2019 - June 30, 2022 Memorandum of Understanding (MOU), revised July 28, 2022 to extend the MOU term through June 30, 2025.

In order to meet minimum staffing guidelines in Policy 377 in the Newark Police Department Policy Manual, police officers and sergeants are currently assigned a mandatory overtime shift one day per week as part of a temporary critical staffing schedule as implemented on July 9, 2023. Per the MOU, Section XV, overtime shall be paid at the rate of time and one-half of the regular hourly rate.

In Section VIII, Section K, NPA members can elect to cash-out eighty (80) hours of accrued vacation leave each year, if they are eligible. To be eligible to cash out, per the MOU, the employee must have used at least one-half of the vacation time accrued during the 12-month period preceding December. For calendar years 2022 and 2023 only, this requirement was waived due to the operational and staffing concerns currently restricting leave usage but may be extended through 2024 with City Manager approval.

The City and NPA have agreed to the following on a temporary basis:

1. For Police Officers and Police Sergeants, the rate of pay for mandatory overtime shifts to meet minimum patrol staffing guidelines as described in Newark Police Department Policy 377, Section 4 will temporarily be increased from time and one-half (1.5) of the regular hourly rate to two times (2) the regular hourly rate to be paid as cash only. No other overtime will be compensated at this temporarily increased rate. This short-term, temporary measure will commence on December 24, 2023 and will expire on January 4, 2025, or when the temporary critical staffing schedule ends, as declared by the Police Chief, whichever comes first.
2. The City Manager approves extension of the vacation use requirement waiver through 2024 as described in MOU Section VIII.K for all NPA-represented classifications.
3. For calendar year 2024 only, an additional 20 (twenty) hours of vacation will be eligible for buy-back for regular full-time employees in the classifications of Police Officer and Police Sergeant if the election form is received by the payroll desk between December 15 – 21, 2023. Election forms will not be

accepted after December 21, 2023. It is the responsibility of the NPA members to confirm their election form was received by payroll by the deadline of December 21, 2023.

4. The parties agree this agreement will not be precedent setting.
5. The provisions of this side letter are not subject to any grievance procedure. The sole basis for resolving any disputes shall be through an informal appeal meeting with the City Manager, whose decision shall be final and binding.

Dated: _____

For the City of Newark:

_____

David Benoun, City Manager

For the Newark Police Association:

_____

Steven Losier, President

STAFF REPORT

Item D. 11.

DATE	12/14/2023
TO	Honorable Mayor and City Council Members
FROM	Cathreene Ingham-Watters, Human Resources Director
SUBJECT	Adopt a resolution authorizing the deletion of one full-time equivalent Lead Public Safety Dispatcher and the addition of one full-time equivalent Public Safety Dispatch Supervisor to the 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024; amending Resolution No. 2505, Employee Classification Plan to include the Public Safety Dispatch Supervisor classification; approving a Side Letter with the Newark Police Association (NPA) to add the classification of Public Safety Dispatch Supervisor and assign salary steps; and approve an amendment to the City's salary schedule in conformance with California Code of Regulations, Title 2, Section 570.5

SUMMARY AND RECOMMENDATION

The Newark Police Department continually reviews its staffing configurations and positions to ensure maximum efficiency within the department and to provide the highest level of support and safety to the community. As such, there is an identified need for a supervisory position in the Communications Center. Staff recommends City Council approve a resolution to delete one full-time equivalent Lead Public Safety Dispatcher and add one full-time equivalent Public Safety Dispatch Supervisor to the 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024; approve a Side Letter with the Newark Police Association to add the classification of Public Safety Dispatch Supervisor and assign salary steps; and approve an amendment to the City's Salary Schedule.

BACKGROUND

The Police Department Communications Unit currently has a staffing model of one Police Support Services Manager, two Lead Public Safety Dispatchers, and nine Public Safety Dispatchers. In 2022, the Police Support Services Manager position was created to manage the Dispatch, Records, and Property and Evidence units. The Lead Public Safety Dispatcher position reports to the Police Support Services Manager and performs the duties of a Public Safety Dispatcher in addition to training, guiding, and scheduling the Public Safety Dispatchers. The Lead Public Safety Dispatcher classification excludes supervisor responsibilities or authorities. A recent vacancy in the Lead Public Safety Dispatcher position has reduced the number of Lead Public Safety

Dispatchers from two to one.

DISCUSSION/ANALYSIS

It is customary to review duties, compensation, and organizational structure when positions become vacant prior to starting recruiting efforts. In August 2023, one Lead Public Safety Dispatcher position was vacated, providing an opportunity to evaluate the essential duties and responsibilities of the positions, conduct surveys in Newark's ten-city labor market to compare classification and compensation, and review internal compensation relationships.

The evaluation and review revealed that the current organizational structure within the Communications Unit could be improved with the addition of a supervisor. With the goal of providing outstanding customer service for the Newark community, increased supervision within the dispatch center will promote professionalism and accountability. The Public Safety Dispatch Supervisor would allow for the daily supervision of staff to monitor staff needs and development, the ability to evaluate police dispatchers, and coordinate scheduling of hours, vacations, and other time off needs of the unit.

The Public Safety Dispatch Supervisor classification would report directly to the Police Support Services Manager and perform the more complex police department communications unit functions. The essential duties of the position include supervising, directing, and evaluating other Communications Unit personnel; oversight of training or training of new employees; and managing schedules. The Public Safety Dispatch Supervisor would also perform dispatch duties on a regular basis.

After reviewing both internal and external classification and compensation relationships, staff recommends the Public Safety Dispatch Supervisor base salary be set at 7% above the Lead Public Safety Dispatcher classification and approximately 15% above the Public Safety Dispatcher classification.

The City and NPA have met and conferred regarding the addition of the Public Safety Dispatch Supervisor classification. NPA has agreed to serve as the sole and exclusive bargaining representative for this classification.

FISCAL IMPACT

There is no fiscal impact in Fiscal Year 2024, as personnel costs savings can absorb the estimated $12,600 cost of upgrading one Lead Public Safety Dispatcher position to the new classification of Public Safety Dispatch Supervisor for the remainder of the fiscal year. Future years' salary costs will be requested as part of the upcoming 2024-2026 biennial budget process.

REVIEW AND APPROVAL

Prepared by - Cathreene Ingham-Watters, Human Resources Director
Reviewed by - Lenka Hovorka, Assistant City Manager
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Resolution Public Safety Dispatcher

Side Letter Public Safety Dispatcher

Exhibit A: Job Description

Exhibit B NPA MOU

Exhibit C Side Letter Extension

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING THE EMPLOYEE CLASSIFICATION PLAN TO ADD THE CLASS SPECIFICATION OF PUBLIC SAFETY DISPATCH SUPERVISOR; AMENDING THE 2022-2024 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2024; APPROVING A SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF NEWARK AND THE NEWARK POLICE ASSOCIATION; AND AMENDING THE CITY'S SALARY SCHEDULE IN CONFORMANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5.

WHEREAS, the City of Newark strives to provide the best possible service for its community, including the Communications Unit within the Newark Police Department; and

WHEREAS, City staff has re-evaluated the essential duties and responsibilities of the current classifications within the Communications Unit to identify adjustments for improved efficiency and service; and

WHEREAS, an identified need is the addition of the classification Public Safety Dispatch Supervisor which includes supervisory functions in addition to dispatch, training, and scheduling responsibilities; and

WHEREAS, the City staff has analyzed internal relationships and has conducted a labor market survey to ensure appropriate and competitive compensation and benefits; and

WHEREAS, the current Memorandum of Understanding between the City and NPMA, effective July 1, 2019 through June 30, 2025, is currently in effect (the "MOU"); and

WHEREAS, the Newark Police Association ("NPA") and the Newark Police Management Association were provided an opportunity to review the Public Safety Dispatcher Supervisor class specification and request to represent the classification; and

WHEREAS, the City and NPA have met and conferred in good faith regarding the representation of the Public Safety Dispatch Supervisor classification and NPA has agreed to serve as the sole and exclusive bargaining representative; and

WHEREAS, the City has considered and determined that the proposed side letter is proper and in the best interests of the City.

NOW THEREFORE, BE IT RESOLVED that the City Council approves the addition of the classification of Public Safety Dispatch Supervisor to the Employee Classification Plan.

BE IT FUTHER RESOLVED that the City Council hereby approves an amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024 replacing

one full-time equivalent Lead Public Safety Dispatcher with one full-time equivalent Public Safety Dispatch Supervisor.

BE IT FURTHER RESOLVED that the City Council hereby approves a side letter to the MOU, attached hereto and incorporated herein by reference effective December 15, 2023 and authorizes the City manager to execute the side letter and to take such further actions as may be necessary to implement the side letter to the MOU including any necessary non-substantive modifications.

BE IT FURTHER RESOLVED that the City Council hereby approves an amendment to the City's Salary Schedule, effective December 15, 2023 as follows:

		Step 1	Step 2	Step 3	Step 4	Step 5
Public Safety Dispatcher	Hourly	$ 52.53	$ 55.15	$ 57.91	$ 60.81	$ 63.85
Supervisor	Biweekly	$ 4,202.40	$ 4,412.00	$ 4,632.80	$ 4,864.80	$ 5,108.00
	Annual	$ 109,262.40	$ 114,712.00	$ 120,452.80	$ 126,484.80	$ 132,808.00

		Step 1	Step 2	Step 3	Step 4	Step 5
Public Safety Dispatcher	Hourly	$ 54.11	$ 56.81	$ 59.65	$ 62.63	$ 65.77
Supervisor	Biweekly	$ 4,328.80	$ 4,544.80	$ 4,72.00	$ 5,010.40	$ 5,261.60
	Annual	$ 112,548.80	$ 118,164.80	$ 124,072.00	$ 130,270.40	$ 136,801.60

City of Newark

City Manager's Office
37101 Newark Boulevard
Newark, CA 94560

To: Newark Police Association Executive Board

From: David Benoun, City Manager
Lenka Hovorka, Assistant City Manager

Date: November 9, 2023

This will serve as a side letter to the City of Newark (City) and the Newark Police Association (NPA) July 1, 2019- June 30, 2022 Memorandum of Understanding (MOU), revised July 28, 2022 to extend the MOU term through June 30, 2025. The purpose of this side letter is to approve the classification of Public Safety Dispatch Supervisor and to integrate the newly approved classification into the MOU. The classification description for the Public Safety Dispatch Supervisor is attached hereto as **Exhibit A**. The parties also agree to integrate the following side letters into the MOU as a clean-up matter in a form later agreed to by the parties as part of the revision process: MOU extension side letter (July 2022); Cash out comp time side letter (November 2022); Vehicle Abatement Officer to NPA side letter (August 2023); and the Letter of Understanding to implement the classification and compensation study results (October 2023).

The City and Association have met and conferred and agreed to the following amendments below to provide that NPA serve as the sole and exclusive bargaining representative for the new classification of Public Safety Dispatch Supervisor. This side letter will become effective upon approval by the City Council.

The City and NPA agree to the following amendments to the MOU July 1, 2019- June 20, 2022 Memorandum of Understanding, which are attached hereto as **Exhibit B** in the redlined version of the 2019-2022 MOU:

1. Add "Public Safety Dispatch Supervisor" to Section III. Definitions, Subsection G and Subsection O
2. Add "Public Safety Dispatch Supervisor" to Section VII. Uniform Allowance, Subsection B1 and B3
3. Add "Public Safety Dispatch Supervisor" to Section XII. Holidays, Subsection A
4. Add "Public Safety Dispatch Supervisor" to Section XXVII. Work Schedules, Subsection C1; Subsection F2, and Subsection G3.
    a. Add Subsection G5: "Public Safety Dispatch Supervisor shifts shall be based on organizational needs per the Chief or designee."
5. Add "Public Safety Dispatch Supervisor" to Attachment A, the list of "Regular Full-time/Part-time Classifications".

The City and NPA agree to the following amendments to the MOU Extension dated July 28, 2022, extending the MOU to June 30, 2025, which are attached hereto as **Exhibit C** in the redlined version of the extension MOU:

6. Add “Public Safety Dispatch Supervisor” to Section XII A: Holidays.
7. Add “Public Safety Dispatch Supervisor” to Section XIV B: Certificate Incentive Pay.

8. Add the following row to the table in Attachment A.4

PUBLIC SAFETY DISPATCH SUPERVISOR	$9,105.13 $52.53	$9,560.40 $55.16	$10,038.41 $57.91	$10,540.33 $60.81	$11,067.35 $63.85

9. Add the following row to the table in Attachment A.5

PUBLIC SAFETY DISPATCH SUPERVISOR	$9,378.29 $54.11	$9,847.21 $56.81	$10,339.57 $59.65	$10,856.54 $62.63	$11,399.37 $65.77

Dated: _____

For the City of Newark:

_____
David Benoun, City Manager

For the Newark Police Association:

_____
Steven Losier, President

Public Safety Dispatch Supervisor

Class Specification
Revised 9/23
Class ID: 652
Unit: NPA
Probation: 18 Months
FLSA: Non-Exempt

DEFINITION
Under general supervision, receives emergency and non-emergency calls for service and dispatches emergency and other City personnel for response; supervises, trains, guides, schedules, and tracks progress of dispatchers; performs the more complex duties of a Public Safety Dispatcher; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED
Receives general supervision from the Police Support Services Manager, Watch Commander, or designee. Exercises direct supervision over assigned public safety dispatch staff.

DISTINGUISHING CHARACTERISTICS
This position is a non-sworn working supervisor classification in the Public Safety Dispatcher series. The Public Safety Dispatch Supervisor classification is distinguished from the Lead Public Safety Dispatcher classification by the required level of experience, and the added responsibility to supervise and evaluate assigned staff.

EXAMPLES OF JOB FUNCTIONS (Illustrative Only)
Receive, screen, and prioritize emergency and non-emergency telephone and radio calls for service, and dispatch appropriate emergency and other City personnel.

Receive and respond to information, questions, and requests for service from the public by telephone and at the Police Department public counter during business and non-business hours.

Record, classify, and maintain records of all communications including service records, logs, and reports on calls for service; type and record activity and status reports; maintain indices of information.

Operate a variety of computer, teletype, radio and recording equipment to access police information and law enforcement records; perform minor routine upkeep and maintenance of communications equipment.

Provide radio assistance and information to emergency personnel, City staff, and other agencies as requested; coordinate emergency response with other public safety agencies and emergency services.

Send, receive, and route a variety of law enforcement reports, warrants and other materials.

Notify outside law enforcement agencies of crime and emergency incidents that may impact their jurisdiction.

Monitor technology systems and programs including alarms, cameras, closed-circuit television, and other viewing devices or platforms.

Receive and respond to questions and requests from the public at the Police Department front counter during non-business hours.

Assist in training officers, community service officers, and other police personnel on proper radio procedures and the computer system.

Perform a variety of other duties in support of the Police Department information and communications functions.

Monitor and review dispatch activity, provide guidance, and address concerns for safe and efficient operations in the Communications Center.

Assume responsibility for shifts; schedule and mandate dispatcher shift assignment to maintain coverage 24 hours a day, 365 days a year.

Supervise, train, and evaluate public safety dispatch staff personnel in Communications Center operations including dispatch procedures and the CAD system.

Review dispatch activity and report any vital information to the Police Support Services Manager and Watch Commander.

Develop, implement, and maintain the Dispatch Policy & Procedures Manual and Training Manual.

Serve as back up to the Police Support Services Manager as the FBI Terminal Agency Coordinator (TAC) and the Agency California Law Enforcement Telecommunications System (CLETS) Coordinator with the Department of Justice (DOJ).

Prepare recordings of radio and telephone communications for use as court evidence and training; may testify in court proceedings.

Maintain all CAD databases, streets, maps and other files, records, and manuals necessary for proper police dispatch operation.

Compile data and prepare reports of calls for service, equipment dispatched and disposition; perform a variety of difficult and technical police record keeping work.

Oversee and implement the Communication Training Program; mentor dispatchers in training.

Serve as a point of contact between the Police Support Services Manager, Watch Commander, and other personnel to resolve issues.

Perform related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles and practices of supervision and training.
- Automated police telecommunications systems such as Computer-Aided Dispatch (CAD) and California Law Enforcement Telecommunications System (CLETS).
- English usage, grammar, spelling, punctuation, and vocabulary.
- Current office practices, procedures, and equipment, including computer hardware and software.
- Operation and use of computers and software applications necessary for area of specialty.
- Penal, vehicle, municipal, and health and safety codes.
- Police radio codes.
- Principles and procedures of police radio dispatching and equipment.

- Record-keeping techniques.
- Newark city streets and thoroughfares.
- Technical aspects of field of specialty.

Skill or Ability to:

- Communicate clearly and effectively with callers and people from a variety of socio-economic backgrounds.
- Understand and carry out verbal and written instructions.
- Quickly and accurately read and analyze computer responses from a variety of systems to gather necessary information.
- Learn the geography of Newark.
- Respond quickly, calmly, and accurately under pressure, exercise good judgment, prioritize situations, and make sound decisions in emergency situations.
- Operate computers and required software applications, computer-aided dispatch (CAD) system, and police telecommunication equipment and systems.
- Operate the Mobile Command Vehicle.
- Perform clerical duties of average difficulty and maintain clear and accurate records.
- Type at 35 words per minute and perform multiple tasks at same time.
- Understand the proper operation and care of voice radio equipment and Federal Communications Commission regulations governing the use of the voice radio equipment.
- Work independently with little direction.
- Supervise and evaluate assigned staff.
- Establish and maintain effective working relationships with those contacted in the course of the work.
- Work irregular duty assignments for both emergency and non-emergency situations such as sick calls, critical incidents, or special events.
- Demonstrate tact, professionalism, and diplomacy.
- Respectfully and effectively collaborate with a variety of people of varying backgrounds and roles. Demonstrate tact, professionalism, and diplomacy.

Education and Experience:

Any combination of education and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Possession of a high school diploma or equivalent, and three (3) years of recent full-time paid civilian or military experience in radio dispatch, law enforcement, or related experience. One (1) year of lead or supervisory experience desirable.

License and Certificate:

- Possession of a valid California Driver License and a satisfactory driving record throughout employment.
- Possession of the California Peace Officer Standards and Training (POST) Basic Dispatcher Certification.
- Possession of an Intermediate POST Dispatcher Certification.
- California Department of Justice CLETS T4T Training for Trainers within the probationary period.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to clearly communicate in person and over the telephone. Finger dexterity is needed to access, enter, and

retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in the classification sit in a stationary position for long periods of time; reach and stand to operate equipment; consistently maintain mental alertness, remain calm and composed in difficult and emergency circumstances. Push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds with the use of proper equipment.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures. The principal duties of this class are performed in a police station environment with exposure to criminal offenders, mentally ill individuals, and persons potentially infected with communicable diseases. Willingness and ability to work any shift including work irregular duty assignments for both emergency and non-emergency situations such as sick calls, critical incidents, or special events; work holidays, weekends, scheduled and emergency overtime; be available on call, as required; willingness to work a variety of assignments and to rotate to different assignments as directed. Wear uniform or professional business attire required; comply with departmental grooming standards.

EXHIBIT A

Memorandum of Understanding

Between City

of Newark and

Newark Police Association

July 1, 2019

Through

June 30, 2022

Adopted
July 11, 2019

Resolution No. 10959, 11094, 11185, 11398, 11454, 11560

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ATTACHMENTS

A	Regular Full-Time / Part-Time Classifications
A.2	Salary List
B	Silliman Activity & Family Aquatics Center
C	Employee Wellness Committee

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF NEWARK AND NEWARK POLICE ASSOCIATION

I. TERM

This agreement shall be in effect from July 1, 2019 through June 30, 2022.

II. REPRESENTATION

The City recognizes the Newark Police Association (NPA), 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 in Attachment A, pursuant to Employer-Employee Relations Resolution No. 1833.

III. DEFINITIONS

For purposes of this Memorandum of Understanding, unless the context otherwise requires, the following definitions in this Agreement shall apply:

A. “Base Hourly Rate.” The term “base hourly rate” shall mean the hourly compensation rate for regular part-time classifications, 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, life insurance, 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 Newark Police Association.

D. "Employer". The term "employer" shall mean the City of Newark.

E. "Employee Contributions." The term "employee contributions” shall mean those contributions to the PERS retirement system which are deducted from the salary of employees and credited to individual employees' accounts.

F. "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 premiums as a before-tax conversion of salary.

G. "Non-sworn." The term "non-sworn" refers to those personnel occupying the classifications of Animal Control Officer, Community Service Officer, Public Safety Clerk, Police Record Supervisor, Public Safety Dispatcher, Public Safety Dispatch Supervisor, and Red Light Photo Enforcement Technician.

H. "Sworn". The term "sworn" refers to personnel occupying classifications of Police Sergeant or Police Officer.

I. "Reinstatement." In addition to reinstatement status as explained in the Personnel Rules and Regulations, the term "reinstatement" for purposes of this MOU shall apply to full-time sworn personnel who separate from the City of Newark after successfully completing their probationary period, then return to active service in the same classification within one year of their separation date.

J. "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.).

K. "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 40 hours per week but at least 20 hours per week on a year-round continuous basis occupying positions specifically authorized as "regular part-time".

L. "Wages". The term "wages" shall mean the compensation paid to employees covered by this Agreement.

M. "Alternative Work Schedule" shall mean any schedule that differs from the five day, eight hours per day, 40-hour per week schedule.

N. "Four-Ten Work Schedule" shall mean a four-day, ten hours per day, 40 hours per week work schedule in a seven day work schedule.

O. "3/12 ½ Work Schedule" shall mean a work schedule for full-time Public Safety Dispatchers, Lead Public Safety Dispatchers, and Public Safety Dispatch Supervisors that equates to 40- hours per week in a 28-day work cycle. Typically, a Public Safety Dispatcher,~~/~~ Lead Public Safety Dispatcher, and Public Safety Dispatch Supervisor assigned to this work schedule will work three 12.5 hour days per week and one day of

10 hours within the City-designated 28-day work cycle.

P. “160-Hour Work Schedule” shall mean a work schedule for sworn personnel that equates to 40-hours per week in a 28-day work cycle. Typically, a sworn employee assigned to this work schedule will work three 12.5 hour days per week and one day of 10 hours within the City-designated 28-day work cycle.

Q. “28-Day Work Cycle” for sworn personnel means the Fair Labor Standards Act work cycle of 28-continuous calendar days as established by the Payroll Office.

R. “A Shift” means the scheduled work hours of 6:00 a.m. to 6:30 p.m.

S. “B Shift” means the scheduled work hours of 6:00 p.m. to 6:30 a.m.

T. “C Shift” means the scheduled work hours of 1:30 p.m. to 2:00 a.m.

IV. 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.

V. SALARY INCREASE

A. Market Equity Adjustments

1. Methodology

   a. Market Equity Adjustments shall be suspended during the term of this agreement, however, the parties mutually acknowledge the need to provide competitive compensation packages to recruit and retain highly qualified personnel. Further, although the wage increases set forth herein not based upon the survey method set forth below, the parties believe the enhanced wages and benefits set forth in this Agreement would satisfy the survey criteria.
   b. Formula for computing salary adjustments: The salary ranges for all classifications represented by the Association shall be increased by an amount determined by calculating the percent difference between the top step total compensation of the classifications represented by

the Association and the mean of the top step total compensation for labor market (as defined in Section IV) classifications known on a specified date, but effective no later than a specified date. All calculations shall be based upon a 40 hour workweek.

The following is for illustrative purposes only:

If the mean of the top step total monthly compensation for the labor market was $8,500 for the position of Police Officer, and top step total monthly compensation for the City of Newark classification of Police Officer was $8,400, then $8,500 would be subtracted from $8,400, equaling -$100. Then, -$100 would be divided by $8,400, which equals -0.01190, rounded to the nearest hundred-thousandth. Next, -0.01190 is multiplied by 100 to derive a percent, which is then rounded to the nearest tenth, which in this case equals -1.2%. A negative number indicates the classification is below market, and therefore a market adjustment is needed, which in this case results in a salary increase for Police Officer equal to 1.2% of total compensation. If the percentage were to be positive, at or above 0.0%, the classification would not be entitled to a market adjustment.

c. "Total compensation" for survey purposes shall include:

   Top step base salary.

   That portion of the employee's PERS contribution that is paid by the employer (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.

d. For discussion purposes, the parties will prepare an alternative "Total compensation" survey that includes all the items in paragraph (c), but adds the following:

   The maximum amount paid by the employer for educational achievements or POST certificates.

The maximum number of holiday hours or holiday pay provided by the employer.

2. General Salary Increase

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%).

b. Effective July 1, 2020, salary increase shall be one and one-half percent (1.5%).

c. 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 1.5% increase scheduled for the July 1, 2021.

VI. HEALTH AND WELFARE PROGRAM

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. 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.

C. Effective for the 2020 plan year, the City shall contribute to eligible NPA 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 NPA 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 NPA 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

D. Cash Back / Cash in Lieu of Benefits: 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.

E. 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.

F. The City shall provide to each bargaining unit member, at no cost to the bargaining unit member, a $50,000 life insurance policy.

VII. UNIFORM ALLOWANCE

A. Police Officer, Police Sergeant, Community Service Officer, and Animal Control Officer

1. Upon appointment to the classification of Police Officer, Community Service Officer, or Animal Control 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 Police

Officer, Community Service Officer, or Animal Control Officer. Reimbursement shall be made upon receipt of evidence of purchase.

2. Upon completion of 12 months of continuous active employment or upon reinstatement, Police Officers and Police Sergeants shall receive a monthly uniform allowance of $100.

3. Upon completion of 12 months of continuous active employment or upon reinstatement, Community Service Officers and Animal Control Officers shall receive a monthly uniform allowance of $100.

4. If the employment of a Police Officer, Community Service Officer, or Animal Control 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 Provision VII.A.3.above shall be returned to the City.

B. Public Safety Dispatchers, Lead Public Safety Dispatchers, Public Safety Dispatch Supervisors, Public Safety Clerks, and Police Records Supervisor

1. Effective July 1, 2019 upon appointment to the classifications of Public Safety Dispatcher, Lead Public Safety Dispatcher, Public Safety Dispatch Supervisor, Public Safety Clerk, or Police Records Supervisor a full-time regular employee shall be reimbursed by the City for the purchase of City- approved uniform shirts and pants up to an amount equal to the maximum of the annual uniform allowance in effect on the date of appointment to Public Safety Dispatcher, Lead Public Safety Dispatcher, Public Safety Dispatch Supervisor, Public Safety Clerk, or Police Records Supervisor. Reimbursement shall be made upon receipt of evidence of purchase.

2. Effective July 1, 2019, existing employees in the classifications of Public Safety Dispatcher, Lead Public Safety Dispatcher, Public Safety Clerk, or Police Records Supervisor a full-time regular employee shall be reimbursed by the City for the purchase of City-approved uniform shirts and pants up to an amount equal to the maximum of the annual uniform allowance in effect on the date of appointment to Public Safety Dispatcher, Lead Public Safety Dispatcher, Public Safety Clerk, or Police Records Supervisor. Reimbursement shall be made upon receipt of evidence of purchase.

3. Upon completion of 12 months of continuous active employment or upon reinstatement, Public Safety Dispatchers, Lead Public Safety Dispatchers, Public Safety Dispatch Supervisors, Public Safety Clerks, and Police Records Supervisors shall receive a monthly uniform allowance of $45.

C. Motorcycle Duty

Upon approval of the Police Chief, employees assigned to motorcycle duty will be provided one pair of boots, two pairs of trousers, and one leather jacket. The motorcycle apparel shall conform to Police Department standards established by the Police Chief. Replacement of damaged or used apparel shall be at the discretion of the Police Chief. Employees shall either return the leather jackets at the completion of the motorcycle assignment or purchase the jacket issued to the employee from the City at a cost of $250. Duration of motorcycle duty assignments shall be at the discretion of the Police Chief.

VIII. VACATION LEAVE

A. Beginning on the 90th day of employment, regular full-time sworn employees shall be eligible to earn vacation leave. Upon completion of said period of service, regular full-time sworn employees shall be credited with 22.5 hours of vacation leave and shall thereafter accrue vacation leave at the rates provided in Section C below for sworn employees.

B. Beginning on the 90th day of employment, regular full-time non-sworn employees shall be eligible to earn vacation leave. Upon completion of said period of service, regular full-time non-sworn employees shall be credited with 20 hours of vacation leave, and shall thereafter accrue vacation leave at the rate provided in Section C below for non-sworn employees.

C. Vacation leave entitlement for regular full-time employees following completion of 90 days of continuous service is listed below.

1. Eligible sworn employees who have served less than five (5) years with the City shall earn vacation entitlement at the rate of 7.5 hours per month.

2. Eligible non-sworn employees who have served less than five (5) years with the City shall earn vacation entitlement at the rate of 6.67 hours per month.

3. Eligible sworn and non-sworn employees during their fifth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of ten (10) hours per month.

4. Eligible sworn and non-sworn employees during their tenth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of 13.34 hours per month.

5. Eligible sworn and non-sworn employees during their fifteenth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of 14.667 hours per month.

6. Eligible sworn and non-sworn employees during their twentieth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of 16.67 hours per month.

D. Regular full-time employees who separate from City service after 90 days of continuous service shall be paid for that part of his/her 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 completion of a 90 day employment period shall not be entitled to compensation for vacation leave, as none has been accrued.

E. Upon separation from the City, a regular full-time employee will receive prorated vacation credit if the employee is actively at work or on a leave with pay for at least fifteen (15) calendar days during a month to accrue credit for that month.

F. The Police Chief shall set the shift work schedules no later than October 1st in the calendar year of the bid for the following year's schedule. The NPA shall coordinate the bids for shift and the bids for vacation as soon as possible after the work schedules are set. Shift and vacation schedules must be completed and submitted to Police administration by November 15 preceding implementation of the new work schedules. Any bids not completed or submitted will be determined at the sole discretion of the Police Chief.

G. It is the mutual understanding and intent of both parties that the term "vacation" for the purpose of determining when the employee is away from work includes the employee's days off preceding and following his or her regularly assigned shift (e.g. If the employee works Fri.-Sun. then the employee is considered on vacation from the Monday-Thursday of the preceding week and from Monday-Thursday of the following week.) The City will not schedule a payback day or training day within this vacation period. This provision only applies to two vacation periods designated by the employee during the annual vacation selection process. Any member selecting a vacation consisting of three (3) or more consecutive workweeks will have the option to satisfy their payback day utilizing accrued paid time off to complete their work assignment for the FLSA work period. This provision does not affect the City's ability to ensure proper staffing in the event of an emergency. Emergency shall include but not be limited to the necessity of replacing employees absent from work

because of unanticipated and unavoidable illness, injury or other good cause, including unplanned tactical operations. The Association and City agree that every attempt will be made for payback days to be scheduled to coincide with the employees' normal workweek. However, if that is not possible the City may assign the payback day as needed.

H. Regular part-time employees, upon completion of 90 days of continuous active service shall be eligible to accrue vacation leave hours each month as follows:

	20-25 Hour Work Schedule	30-35 Hour Work Schedule
Less than 5 years of service	3.33 – 4.16	5.00 – 5.83
During the 5th & following	5.00 – 6.25	7.50 – 8.75
During the 10th & following	6.67 – 8.33	10.00 – 11.67
During the 15th & following	7.33 – 9.16	11.00 – 12.83
During the 20th & following	8.33 – 10.41	12.50 – 14.58

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 5.836 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.

An eligible employee must be at work or on a leave with pay for at least one half of 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 work days.)

Regular part-time employees who separate from City service after 90 days of continuous active service shall be paid for accrued but unused vacation leave 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 part-time employees who terminate from City service prior to working 90 days of continuous active service shall not be entitled to compensation for vacation leave, as none has been accrued.

I. A regular full-time employee must be at work or on compensated leave for at least 80 hours during a month to accrue vacation credit for that month. It is understood by the City and Association that leave benefits will be accrued and used on an hourly basis. When an employee on an alternative work schedule is on paid leave, the employee must charge

accrued leave balances for the number of hours required to cover the number of hours scheduled to work (e.g. 12.5 hours of leave, 10 hours of leave, or 9 hours of leave).

J. The maximum accumulation of vacation leave hours will be limited to two times the employee's annual accrual. The City Manager shall have the authority to allow an employee to exceed this maximum accumulation for 30 days.

K. Effective July 1, 2017, 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 sixty (60) hours per fiscal year of vacation, forty-five (45) to fifty-two and a half (52.5) hours for 30-35 hour employees, and thirty (30) to thirty-seven and a half (37.5) hours for 20-25 hour employees in hourly increments at the current hourly salary rate provided there is a minimum of one (1) week (40 hours) remaining in the employee's vacation bank after the conversion. 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.

IX. SICK LEAVE AND INCENTIVE PROGRAM

A. Purpose

The purpose of sick leave is to allow regular full-time and regular part-time employees who are ill or injured to remain absent from work with pay, within the limitations of this section. Sick leave is granted to a full-time or part-time employee to recover from illness or injury so as to be physically able to return to work. Employees may also use sick leave to care for their sick children, siblings, parents, or spouse / domestic partner. 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

1. Regular full-time employees may accrue sick leave with pay at the rate eight hours per month for each calendar month of service. Regular full-time employees shall accumulate unused sick leave at the rate of eight (8) hours per calendar month to a total of not more than 960 hours.

2. 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 sick leave credit of 24 hours.

3. A full-time employee must be at work or on compensated leave for at least 80 hours during a calendar month to accrue sick leave, retirement, and/or any benefits or awards relating to or contingent upon completion of a specified period of employment or length of service. It is understood by City and Association that leave benefits will be accrued and used on an hourly basis. When an employee on an alternative work schedule is on paid leave, the employee must charge accrued leave balances for the number of hours required to cover the number of hours scheduled to work (e.g. 12.5 hours of leave, 10 hours of leave, or 9 hours of leave).

4. Regular part-time employees, beginning on the 90th day of employment, 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 hrs/week	4-5 hours	480-600 hours
30 - 35 hrs/week	6-7 hours	720-840 hours

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. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

Regular part-time employees must be actively at work or on leave with pay for at least one half the regularly authorized work days in a month to accrue sick leave credits 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.)

Retirement Service Credit

Retirement service credit accounts have been established for each regular full-time and regular part-time employee in which that member may accrue retirement service credit toward early retirement under the Public Employees' Retirement System plan applicable to sworn and non-sworn employees. Retirement service credits cannot be used as sick leave as provided in this Agreement or the Personnel Rules and Regulations but may be used only towards early retirement under the Public Employees' Retirement System. Sick leave credit accrued in excess of 960 hours for full-time employees, 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 960 hours, 720 hours, or 480 hours as applicable accumulation may designate a portion or all of their accumulation of sick leave credit after July 1, 1982 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.

D. Administration of Sick Leave

1. Whenever possible, employees will make medical and/or dental appointments during off-duty time. When an eligible employee is unable to schedule a medical and/or dental appointment for treatment of an illness or injury during off-duty time, with the approval of the Department Head, the employee may charge time off for the medical and/or dental appointment to sick leave.

2. In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate superior or other competent authority as soon as practicable, preferably prior to the time set for beginning his/her daily duties. He/she must submit an application for sick leave showing such information as required by the Police Chief. Such applications shall be factually correct. The Police Chief may make such investigations as he/she feels necessary and may require supplemental information from the employee.

3. A sworn employee may charge sick leave for the difference between workers' compensation temporary disability payments and his/her full salary, until such time as a medical examiner certifies that the employee's condition has become permanent and stationary and that the employee is permanently precluded from performing the substantial range of the job duties performed by the employee at the time of industrial injury.

4. Where non-sworn employees receive workers' compensation salary continuation benefits, and where sick leave is approved, the City shall pay the non-sworn employee his/her full salary excluding there from the employee's workers' compensation benefits. The non-sworn employee's sick leave entitlement shall be charged on a pro rata basis.

5. If an eligible employee uses sick leave any time in excess of two (2) continuous days, the Police Chief may require the employee to furnish a certificate from a licensed doctor of medicine, chiropractic medicine or osteopathy of the employee's choice, who has examined the employee, so that the employee's condition and ability to return to work

may be ascertained. In any case and at any time, the Police Chief may require submittal of periodic physician's reports concerning the employee's condition and ability to return to and/or continue work.

6. Whenever the Police Chief 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 Police Chief 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 position classification, the Police Chief may require the employee to use accrued sick leave until sufficiently recovered to return to work.

7. Absence for illness may not be charged to sick leave not already accumulated by the employee.

8. An eligible employee absent from duty due to illness or injury who has been performing outside employment authorized by the Police Chief shall refrain from working at the outside employment until he/she is fully recovered from the illness or injury, unless specific approval is obtained from the Police Chief, or designee, to continue outside employment.

E. Sick Leave Incentive Program

To minimize the impact on Police Department operations due to unanticipated absences, a sick leave incentive program is established for regular full-time and regular part-time employees represented by the Newark Police Association. The sick leave incentive program shall be administered as specified in the following provisions of this agreement.

Incentives shall be based on achieving perfect attendance (defined as without use of sick leave) during calendar quarters (January - March, April-June, July - September, October - December).

Incentive payments shall be granted at two levels which shall be Level A: $50.00 per month for full-time employees, $37.50 to $43.75 for 30-35 hour part- time employees, and $25 to $31.25 for 20-25 hour part-time employees for a calendar quarter provided an employee had perfect attendance during the previous calendar quarter and Level B: $100.00 per month for full-time employees, $75 to $87.50 for 30-35 hour part-time employees, and $50 to $62.50 for 20-25 hour part-time employees for a calendar quarter provided an employee had three consecutive calendar quarters of perfect attendance. The following criteria shall be applied in determining eligibility for the two levels of incentive pay.

1. Level A

   a. Employees who have successfully completed nine (9) months of continuous active service in a regular full-time or regular part-time position represented by the Association shall be eligible to earn a sick leave incentive payment after a calendar quarter of perfect attendance.

   b. Employees hired before June 1, 1996 shall be eligible to earn a sick leave incentive payment after completion of six (6) months of continuous active service in a regular full-time position represented by the Association.

   c. An employee who works a calendar quarter without the use of sick leave, will receive the applicable Level A monthly incentive pay ($50.00, $37.50 to $43.75, or $25 to $31.25) for the succeeding calendar quarter. If any sick leave is used during the calendar quarter, when the employee is receiving the Level A incentive pay, payment of the incentive pay shall cease during the calendar quarter immediately following the one in which the sick leave was used.

2. Level B

   a. An employee who works three consecutive calendar quarters without the use of sick leave shall have his/her incentive pay increased to the applicable Level B monthly incentive pay ($100.00, $75 to $87.50, or $50 to $62.50) for the succeeding calendar quarter. The Level B incentive payment will continue each calendar quarter provided the employee has perfect attendance during the previous calendar quarter.

   b. If during any calendar quarter, when the employee is receiving the Level B incentive pay, an employee uses two days or less of sick leave, the incentive pay shall be reduced to Level A for the calendar quarter immediately following the one in which the sick leave was used.

      i. If during the calendar quarter, when the employee is receiving the Level A incentive pay, an employee uses no sick leave, the sick leave incentive payment shall be reinstated at Level B for the succeeding calendar quarter. The Level B incentive payment will continue each calendar quarter provided the employee has perfect attendance during the previous calendar quarter.

ii. If during the calendar quarter, when the employee is receiving the Level A incentive pay, an employee uses any sick leave, the sick leave incentive payment shall cease for the quarter immediately following the one in which the sick leave was used. The employee must work a calendar quarter without the use of any sick leave to receive the Level A incentive for the succeeding quarter and three consecutive calendar quarters of perfect attendance to receive the Level B incentive payment.

c. If during any calendar quarter, when the employee is receiving the Level B incentive pay, an employee uses more than two days of sick leave, the incentive pay shall cease for the quarter immediately following the one in which the sick leave was used. The employee must work a calendar quarter without the use of any sick leave to receive the Level A incentive for the succeeding quarter and three consecutive calendar quarters of perfect attendance to receive the Level B incentive payment.

Approved absences due to an accepted City of Newark workers' compensation illness or injury, or certified leave under FMLA, CFRA, PDL, or other protected leaves per state or federal law shall not affect the earning of incentives under this program.

Conversion of sick leave as provided in Section IX of this Memorandum of Understanding shall be considered use of sick leave and shall affect earning of incentives under this program.

X. PERSONAL LEAVE

Regular full-time employees (prorated for regular part-time employees) may convert a maximum of the equivalent of one (1) work day (e.g., 8, 10, or 12.5 hours, dependent upon regularly assigned schedule) of sick leave to personal leave during each fiscal year. For example, a regular part-time employee who is scheduled to work 35 hours per week and works 12 hour shifts may convert a maximum of 10.5 hours of sick leave to personal leave during the fiscal year.

Effective July 1, 2006, all non-sworn 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. All non-sworn 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.

Effective July 1, 2008, In recognition of the unique work requirements that are specific to Dispatch employees that include but are not limited to; urgency conditions that interrupt schedules, loss of premium pay due to unscheduled

absences, dispatch employees will receive 10 hours of personal leave to be used only on the 10 hour payback day and after advanced scheduling and approval of the manager. Hours must be used during the fiscal year or they will be forfeited.

XI. OTHER LEAVES

A. Military Leave

Employees represented by the Association shall be entitled to military leave and leave of absence without pay as specified in the City's Personnel Rules and Regulations.

Any Association employee who is required to be absent from his/her employment as the result of military obligations; i.e., military leave, shall be paid by City at the regular rate of pay to a maximum leave period of thirty (30) consecutive calendar days (or up to 172 hours) in any fiscal year while so absent. Employees are required to use accrued leave for all absences due to voluntary military duty. See section XXI for additional military benefits.

B. Jury Duty

1. Regular full-time employees summoned to jury duty may be absent from duty provided that a copy of the summons is submitted to the employee's supervisor prior to jury duty and the employee is selected to serve on a jury.

2. Jury duty is based on an eight-hour day. If the employee's regularly scheduled shift is over eight (8) hours, the employee may use accrued leave to cover the rest of their shift, or return back to work and complete the rest of their shift. Employees shall not receive any overtime or compensatory time for jury duty occurring on a regularly scheduled day off.

3. Upon approval of the Police Chief, an employee assigned to shift duty may be rescheduled to day shift if the Jury Commissioner will not excuse the employee, and the employee is selected to serve on a jury. Rescheduling will only be considered if the employee has submitted the Chief's letter requesting that the employee be excused to the Jury Commissioner.

4. Regular part-time employees, upon completion of 1,040 work hours or one year of continuous active service, whichever occurs first, who are summoned to jury duty and required to serve, may be absent from duty with pay as follows:

Authorized Work Schedule	Pay
20 - 25 hrs/week	4 hours of pay per day
30 - 35 hrs/week	6 hours of pay per day

5. Those sworn and non-sworn regular full-time personnel who are officially notified to be summoned to jury duty, and are scheduled to work beyond midnight, shall not return to work for a minimum of 9 hours after serving jury duty.

C. Bereavement Leave

1. Regular full-time employees represented by the Association may be granted up to a maximum of 40 hours of bereavement leave where there has been a death of a husband, wife, son, daughter, stepson, stepdaughter, sister, brother, mother, father, stepmother, stepfather, grandparent, grandchild, mother-in-law, father-in-law, grandparent-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.

2. Regular part-time employees, upon completion of 1,040 work hours or one year of continuous active service, whichever occurs first, shall be eligible for prorated bereavement leave. Effective July 1, 2010 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 the proration. Bereavement leave will be prorated as follows:

Work Schedule	Prorated Bereavement Leave
20 - 25 hrs/week	up to a maximum of 20-25 hours
30 - 35 hrs/week	up to a maximum of 30-35 hours

XII. HOLIDAYS

A. Regular full-time employees in the classifications of Police Officer, Police Sargeant, Public Safety Dispatcher, ~~and~~ Lead Public Safety Dispatcher, and Public Safety Dispatch Supervisor shall receive as compensation in-lieu of holidays an amount equal to 5% of his/her current base pay step, which in-lieu payment shall be paid each pay period. The in-lieu compensation factor of 5% shall not be applied and added to any payment for overtime work or to a lump sum payment for accrued vacation in the case of a terminating employee; or to any other payment to an employee except his/her current base pay step.

B. During the term of this agreement the classifications of Community Service Officer, Animal Control Officer, Police Record Supervisor, and Public Safety Clerk, shall be eligible for the following holidays:

- January 1, New Year's Day
- Third Monday in January, Martin Luther King, Jr., Day
- Third Monday in February, President's Day
- Last Monday in May, Memorial Day
- July 4, Independence Day
- First Monday in September, Labor Day
- November 11, Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving 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
- Floating Holiday, to be scheduled subject to Department Head approval.

The employee birthday holiday and the floating holiday must be scheduled and used during the fiscal year. Holidays shall not be carried over from one fiscal year to another. Upon termination, an unused holiday cannot be converted to cash. An employee must be employed in a covered classification by January 1st to be eligible for the floating holiday.

C. When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on the second day of two consecutive scheduled days off, the day following the days off shall be observed. When a holiday falls on the first day of two consecutive scheduled days off, the day preceding the days off shall be observed.

D. When a regular full-time employee who receives holiday-in-lieu pay is assigned to a light duty assignment on a 40-hour per week work schedule, said employee shall continue to receive holiday-in-lieu pay and will be required to work on holidays that occur during the work week.

E. Effective July 1, 2010 the proration of holiday-in-lieu pay for regular part-time (RPT) employees in the classification of Public Safety Dispatcher, ~~/~~ Lead Public Safety Dispatcher, and Public Safety Dispatch Supervisor will be based on actual hours worked or budgeted to work. For example, an RPT employee who is budgeted to work 35 hours per week will earn a prorated amount of holiday-in-lieu compensation based on a 35 hour per week work schedule. The in-lieu compensation factor shall not be applied and added to any payment for overtime work or to a lump sum payment

for accrued vacation in the case

of a terminating employee; or to any other payment to an employee except his/her regular pay.

F. Regular full-time employees represented by the Association who are assigned to work an alternative work schedule but who are not eligible for holiday-in-lieu pay will receive eight (8) hours of holiday leave for each official holiday set forth in the MOU. (Holiday leave is defined as an eight (8) hour day). The employee will receive eight hours of holiday pay at the straight time hourly rate and the additional hours to complete the shift must be charged to accrued vacation, comp time, or holiday comp time leave. When an employee works on a holiday or a holiday falls on a regularly scheduled day off the employee shall accrue eight (8) hours of holiday comp time (HCT). On the June 30 pay check, any unused holiday comp time (HCT) in excess of 26 hours will be paid to the employee at the straight time hourly rate in effect in June of that year. Those employees that utilize the holiday leave in observance of the holiday shall either utilize accrued vacation, compensatory time off, or holiday comp time for the remaining two (2) hours of their scheduled shift, or with the consent of their department, flex their work schedule during the same workweek as the holiday and work an additional two (2) hours at straight time.

XIII. ELIMINATION OF OVERLAPPING PAY RANGES

In the case of promotions to classes covered by this memo, the City agrees to pay the promoted employee a minimum of 5% above the top step of the range from which he/she was promoted.

XIV. CERTIFICATE INCENTIVE PAY

The City shall provide the following Certificate Incentive Pay for sworn personnel represented by the Association who receive a California P.O.S.T. Intermediate or Advanced Certificate:

A. Effective July 1, 2019, Certificate Incentive Pay will be:

P.O.S.T. Intermediate Certificate	$460 per month
P.O.S.T. Advanced Certificate	$650 per month

Effective July 1, 2020, Certificate Incentive Pay will be:
P.O.S.T. Intermediate Certificate $480 per month
P.O.S.T. Advanced Certificate $685 per month

Effective July 1, 2021, Certificate Incentive Pay will be:
P.O.S.T. Intermediate Certificate $500 per month
P.O.S.T. Advanced Certificate $725 per month

The effective date for payment of educational incentive pay shall be the payroll period immediately following the date on the P.O.S.T. certificate.

The provision of educational incentive pay is not intended as an inducement or directive to employees to conduct personal education programs beyond the programs required and/or provided by the City. The course work is undertaken voluntarily by the employee and not subject to remuneration under provisions of the Fair Labor Standards Act.

B. Effective July 1, 2019, Certificate Incentive Pay for dispatch personnel will be:

P.O.S.T. Intermediate Certificate	$120.00 per month
P.O.S.T. Advanced Certificate	$200.00 per month

Effective July 1, 2020, Certificate Incentive Pay for dispatch personnel will be:
P.O.S.T. Intermediate Certificate $160.00 per month
P.O.S.T. Advanced Certificate $250.00 per month

Effective July 1, 2021, Certificate Incentive Pay for dispatch personnel will be:
P.O.S.T. Intermediate Certificate $200.00 per month
P.O.S.T. Advanced Certificate $300.00 per month

The effective date for payment of educational incentive pay shall be the payroll period immediately following the date on the P.O.S.T. certificate.

The provision of educational incentive pay is not intended as an inducement or directive to employees to conduct personal education programs beyond the programs required and/or provided by the City. The course work is undertaken voluntarily by the employee and not subject to remuneration under provisions of the Fair Labor Standards Act.

XV. OVERTIME

A. Regular Full-time Employees

Overtime for all regular full-time employees shall be defined as that time worked in excess of the regularly assigned shift. Overtime shall be paid for actual hours worked when an employee's overtime hours are consecutive with the beginning or end of their regular shift. All overtime as above defined shall be paid at the rate of time and one-half of the regular hourly rate of pay for all positions or be granted as compensatory time off at the rate of time and one-half.

B. Regular Part-time Employees

Overtime for all regular part-time employees shall be defined as that work performed in excess of twelve and one-half (12.5) hours in a workday or forty (40) hours of actual work in a scheduled workweek. All overtime as above defined shall be paid at the rate of time and one-half of the regular hourly rate of pay for all positions or be granted as compensatory time off at the rate of time and one-half.

C. Compensatory Time Off

Accumulation of compensatory time off shall be limited to 160 hours and shall only be available in accordance with federal regulations implementing the Fair Labor Standards Act. When an employee reaches the maximum accumulation of 160 hours, the employee shall receive overtime pay for time worked in excess of the regularly assigned shift.

Compensatory time accrual may be cashed-out for up to 80 hours per fiscal year. Cash out will be in November and April of the fiscal year.

D. Compensatory Time Off for School Resource Officers

School Resource Officers work a 9 hour day, 45 hours per week schedule and therefore, accumulate 5 hours of compensatory time per week. If a School Resource Officer works the standard 9 hour day, 45 hours per week schedule, the accumulation of compensatory time off shall be limited to 320 hours. At the termination of an assignment as a School Resource Officer, a plan shall be developed with the Officer to reduce the compensatory time leave balance to 160 hours within six months from the end of the assignment. If a School Resource Officer elects to work an alternative schedule (e.g., a 4/10 or a 9/80 work schedule), then the accumulation of compensatory time off shall be limited to 160 hours.

E. Call-Back Minimum

1. Regular full-time and regular part-time employees shall be eligible for a four (4) hour call-back minimum when the call back is for an unscheduled event that occurs more than two (2) hours after the end of the shift and within nine (9) hours of their assigned end of shift except as provided in Section XV.A above. Said employees shall receive, upon reporting a minimum of four (4) hours of work at the overtime rate, or if four (4) hours of work are not actually worked, a minimum of four (4) hours pay at the overtime rate.

2. Regular full-time and regular part-time employees who are called back

to work for a planned event which is scheduled at least 24 hours in advance shall receive, upon reporting, a minimum of two (2) hours of work at the overtime rate, or if two (2) hours of work are not actually worked, a minimum of two (2) hours pay at the overtime rate.

3. The above call-back provision does not relate to official court appearances. Such court appearances shall be compensated as provided in this M.O.U.

4. A “call-back” occurs when an employee is required to return to his or her normal work location, or to travel to another work location at the direction of the city. A “call-back” does not occur when an employee handles a phone call at home or is otherwise not required to physically leave his or her residence. In such situations, the employee shall be compensated for any time actually worked at the overtime rate, but will not be entitled to the call-back minimum.

5. All of the following conditions must be present before a Detective may be called from off duty:

   a. The crime must be one ordinarily assigned to the Detective Division for investigation.

   b. There must be some urgency which requires <u>immediate</u> detective participation.

   c. There must be specific tasks to be performed or specific leads to be followed up which by their nature require the detective's expertise.

   d. The patrol supervisor must approve the call-out.

   e. The detective assigned to the type of crime in question shall be called out, if the above conditions are present. If that detective is not available, any detective who can respond shall be called out.

XVI. <u>MINIMUM COURT TIME PAY</u>

A. The City shall pay a minimum of four hours overtime at time and one-half pay to those sworn and non-sworn regular full-time personnel who are officially notified and appear in court on Newark Police Department business during their scheduled days off. For purposes of this section, the phrase "scheduled days off" refers to days on which the officer is not scheduled for duty. Scheduled days off does not include sick leave, 4850 leave, leave without pay, or shift trades between employees.

B. The City shall pay a minimum of four hours overtime at time and one-half

pay to those sworn and non-sworn regular full-time personnel who are officially notified and appear in court on Newark Police Department business if their assigned work schedule is beyond midnight and if court appearance is within nine (9) hours of their assigned end of shift but more than two (2) hours before or two (2) hours after the assigned shift.

C. The City shall pay a minimum of four hours overtime at time and one-half hourly pay rate to those sworn and non-sworn regular full-time personnel who are officially notified and appear in court on Newark Police Department business during their scheduled days on duty if they are serving duty on the B and C shifts provided they are scheduled to appear more than two (2) hours after the end of their assigned shift.

D. The City shall pay a minimum of two hours overtime at time and one-half to sworn and non-sworn regular full-time personnel scheduled to appear in court on the day normally scheduled to work provided they are scheduled to appear at least two hours prior to the assigned shift.

E. The City shall pay a minimum of two hours overtime at time and one-half pay to those sworn and non-sworn regular full-time personnel assigned to B or C shifts, or on day off who are not notified that their subpoenaed appearance in court is not required if the notification is not received by 10:00 hours on the day of the court appearance provided that the employee has called the appropriate agency to ascertain attendance requirements.

F. Minimum court time pay does not apply to employees on 4850 industrial leave, sick leave, leave without pay, or shift trades between employees.

1. An employee who is on sick leave on the date of the actual court appearance shall receive straight time pay for time spent at court.

2. An employee who appears in court while on industrial disability leave (4850 industrial leave) shall be ineligible for court pay, at either the straight-time or the time-and-one-half rate, but shall, instead, receive only his/her industrial leave (4850 leave) pay.

3. An employee who appears in court while on leave of absence without pay shall receive straight time pay for actual time spent at court, provided that prior approval for such pay has been authorized by a Police Lieutenant in advance of court appearance.

G. Only one four-hour minimum shall be paid per calendar day.

XVII. DETECTIVE ON-CALL ALLOWANCE

A. One detective may be assigned by the Police Chief, or designee, to on-call duty. The terms, conditions, and procedures for on-call duty shall be determined by the Police Chief. The City maintains the right to discontinue the on-call duty program at its sole discretion.

B. Effective July 1, 2007, the detectives assigned to on-call duty shall receive, in addition to monthly salary, one hundred seventy-five dollars ($175.00) for each full week (seven day period) assignment.

C. Payment of the on-call allowance shall be prorated if the week assignment is not completed.

D. The on-call allowance will not be included as compensation when computing overtime pay, retirement or workers' compensation benefits.

E. The Police Chief shall establish terms and conditions for on-call duty pay.

XVIII. USE OF CITY VEHICLES

A. Police Officers who are assigned as Detectives and who live within the Newark city limits are authorized to utilize their assigned City-owned vehicles to commute to and from work and to lunch within the City limits. At the sole discretion of the Police Chief, the requirement that employees live within city limits may be waived. The City-owned vehicle shall not be utilized for any purpose not related to official City business.

B. Police Officers who are assigned as Canine Handlers are authorized to utilize their assigned City-owned vehicle to commute to and from work a distance not to exceed 40 air miles one way. At the sole discretion of the Police Chief, the 40 air miles requirement may be waived. The City-owned vehicle shall not be utilized for any purpose not related to official City business.

C. Police Officers who are assigned as Motor Officers and Sergeants are authorized to utilize their assigned City-owned motorcycles to commute to and from work a distance not to exceed 40 air miles one way. At the sole discretion of the Police Chief, the 40 air miles requirement may be waived. The City-owned motorcycles shall not be utilized for any purpose not related to official City business.

XIX. TUITION FEES AND BOOK COSTS REIMBURSEMENT

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 $15,000 which shall be the City's total obligation for financing tuition fees and book costs incurred for courses completed within each fiscal year of this Memorandum of Understanding by the employees represented by the Newark Police Association. Reimbursement to individual employees shall not exceed $1,500 per employee per fiscal year.

C. Reimbursement shall be made for 100% tuition fees and book costs of satisfactorily completed courses taken in the pursuit of an Associate, Bachelor's or Master's Degree in the Administration of Justice, Political Science, Psychology, Public Administration, Criminology, Law, or Sociology, or any field directly related to police services. Reimbursement shall also be made for such fees and costs for a particular course in any of these fields, including any field directly related to police services, even though such course is not taken in pursuit of any of the above degree programs.

D. An employee may petition his/her Department Head for authorization to be reimbursed for courses which are not specifically enumerated above but are in a field directly related to police services and which will maintain or improve job-related skills. Denial of such petition is subject to the Grievance Procedure provided in this M.O.U. except that all parties will accept the fact finders decision as final.

E. <u>Procedure</u>

1. An eligible employee shall request written approval from the Police Chief to be reimbursed for courses or approved fees authorized under this provision prior to registration in the course or educational program (i.e. Saint Mary's College bachelor's or graduate programs).

2. Reimbursement shall be made for 100% 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 courses required to obtain the degree will equal the average course fee.

3. Satisfactory completion shall be construed to 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.

4. Reimbursement shall be processed upon evidence of the successful completion of a course(s) and in accordance with the Human Resources Department's Educational Reimbursement procedures.

5. The City shall not provide reimbursement for any personal vehicle mileage or any expense other than tuition, fees and required textbook costs.

F. Required textbooks for which the employee was reimbursed shall become the property of the employee.

G. 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. Departmental shifts may be arranged to allow an employee to enroll in a college program with reasonable assurance that course attendance shall not be disrupted at mid-semester or mid-quarter. This policy does not guarantee that such disruption shall not occur; however, the Police Chief 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. RETIREMENT BENEFITS

A. All Association 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".

B. The City shall continue to provide to all sworn Classic Members of the

Association a retirement formula known as “3% at 50" together with the 1959 survivor benefit option and a credit for unused sick leave option. 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 of 13%.

The Association’s Classic sworn 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 of the contract, if the rate over 17.00% decreases, the Classic Association 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 Association 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 Classic sworn Association 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 Classic sworn Association members’ rate would decrease by 1.00%.

C. The City shall continue to provide to all non-sworn Classic members of the Association a retirement formula known as “2.5% at 55" together with the 1959 Survivor Benefit option and a credit for unused sick leave option. 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 2.971% of an additional contribution in accordance with the MOU formula and the 2009 cap for a current total of 10.971%

In addition, the Association’s 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 Association 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 Association member would contribute zero (-0-) from his/her salary to pay for the retirement benefit. If the rate increases from 10.00% to 13.00%, each Association member would contribute half of the 3.00% increase (1.50%) from his/her 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%, the Association member would contribute 0.50% of the increase above 10.00% from his/her salary to pay for the retirement benefit. The City would then be responsible for the matching 0.50%.

D. The City shall provide to sworn members of the Association 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 association members 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 NPA Sworn Classic Members, NPA Non-Sworn Classic and NPA Non-Sworn New PEPRA Members), the City agrees to amend its contract for Sworn New 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 members of the Association 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 members of the Association 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 of the Association pay.

F. Effective July 16, 2006, all Association members' cost sharing contributions will be tax deferred.

G. As negotiated in in 2008, effective July 1, 2009 all Association non-sworn Miscellaneous Group employee members will not pay any increase in the CalPERS employee cost share after June 30, 2009. The Miscellaneous Group's CalPERS cost share will be capped at the current 2.971% rate.

H. The parties acknowledge that the City must comply with the provisions of the Public Employees' Pension Reform Act of 2013. To the extent additional changes to the terms and conditions of employment are required by the Public Employees' Pension Reform Act of 2013 or any other law, the City agrees to meet and confer over the effects of any changes that it is required to make during the term of this agreement.

I. The City shall provide the one-year highest compensation option to Classic sworn and non-sworn members of the Association. The City shall provide the three-year average compensation requirement to PEPRA members as defined above.

J. The City shall continue to provide a retiree provision in all group health plans in which City personnel may participate.

K. Effective October 15, 2000, the City amended its contract with CalPERS to provide sworn members of the Association the ability to purchase up to four years of service credit for any continuous active military service prior to employment.

L. Effective, January 26, 2001, the City amended its contract with CalPERS to provide sworn members of the Association the indexed level 1959 survivor benefit option. The Association members agree that any costs now or in the future for the Indexed level 1959 survivor benefit will be paid by the members.

M. Effective November 16, 2004, the City amended its contract with CalPERS to provide for the Pre-Retirement Optional Settlement 2 Death Benefit for sworn members. The Association members agree that any costs now or in the future for the Pre-Retirement Optional Settlement 2 Death Benefit will

be paid by the members.

XXI. EXTENSION OF MILITARY BENEFITS

A. This program covers non-probationary, regular, part-time and full-time employees. In addition to the 30 days of fully paid annual military leave provided under the California Military and Veterans Code §395.01 and 395.02, the City will pay additional wages to supplement the employee's income in an amount equal the employee's regular City monthly compensation less military pay for up to an additional 150 days. Thus, if an employee is ordered to military leave, that employee will receive full compensation for the first 30 consecutive calendar days (as required by the Military and Veterans Code §395.01 and 395.02), and supplemental compensation for up to 150 consecutive calendar days.

B. Employees will be required to provide copies of their military pay stubs for reconciliation purposes. Payments will be reconciled quarterly by the Finance Department. If the Finance Department has not received military pay information within three weeks after the end of the quarter, future checks may be held until the information is provided.

C. Payroll deductions related to employee-paid health insurance, dental insurance, retirement, vision insurance, short term disability insurance, long term disability insurance, and/or life insurance will continue during the employee's absence.

D. Employees who are on paid military leave will continue to accrue seniority, retirement benefits, sick leave, vacation, and shall receive holidays and salary adjustments. When the supplemental compensation ends, employees will continue to accrue seniority and retirement benefits. In order to continue retirement credit for military leave, the employee must request a military credit at any time after returning from military leave, but prior to separation or retirement.

E. For purposes of this policy, employees become eligible for the program after 30 days of military leave have been used, including any military leave that may have been used during this calendar year prior to military activism.

F. Affected employees must request in writing to the City Manager's Office via their department head, to participate in this program as soon as they are aware that their military leave will extend beyond 30 days. Employees must provide military orders or other official military documentation validating military leave requirements to their supervisor as soon as possible. The supervisor will then forward a copy to Human Resources and Finance.

G. An employee voluntarily enlisting for active duty service is not eligible for this program.

H. The City expects employees who benefit from this program to return to employment with the City after serving their military duty.

XXII. LONGEVITY PAY

A. Effective July 1, 2019 the regular full-time employees in the classifications of Police Officer and Police Sergeant 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

Longevity pay is computed on base compensation only. The maximum longevity pay premium is 7.5% of salary for employees in the classifications of Police Officer and Police Sergeant.

B. For service to meet the requirements of longevity pay, it must meet all of the following criteria:

- Full-time sworn classifications represented by the City of Newark Police Association, including probationary time;
- Continuous service or service that qualifies under reinstatement procedures; 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.

XXIII. SPECIAL ASSIGNMENT PAY

A. Field Training

Police Officers assigned as Field Training Officers to train Police Officers or Police Reserves shall receive a five percent (5%) of top Police Officer pay step base salary differential, which shall not affect the amount of holiday in lieu or educational incentive pay received while performing Field Training Officer duties.

B. Public Safety Dispatcher / Lead Public Safety Dispatcher Training

Public Safety Dispatchers / Lead Public Safety Dispatchers formally assigned by the Police Chief to train Public Safety Dispatchers / Lead Public Safety Dispatchers as part of a formalized departmental training

program shall receive a five percent (5%) salary increase during such assignment, which shall not affect the amount of holiday in lieu pay received while performing Public Safety Dispatcher / Lead Public Safety Dispatcher training duties.

C. Acting Sergeant Pay

A Police Officer assigned in writing by the Police Chief to perform the duties of a Police Sergeant on an "acting" basis shall receive a five percent (5%) salary increase for hours worked from the first day of the acting assignment. In the event an employee in an acting assignment is absent from work because of illness or injury, the City may terminate the acting assignment.

D. Effective July 1, 2019, Police Officers and Sergeants assigned to one of the following positions shall receive special assignment pay of $425 per month:

- School Liaison Officer
- School Resource Officer
- Training Officer
- Detective
- Canine Handler
- Motor
- Special Enforcement Team
- Any other position approved by the Police Chief

E. Police Officers who are assigned as Canine Handlers will also receive a maintenance allowance of $100.00 per month which will be treated as salary. The maintenance allowance is intended to cover expenses that are incurred as a direct result of housing the animal at the Officer's residence. These expenses include, but are not limited to, yard/interior home spraying, carpet cleaning, and general maintenance of the property to ensure the dog's safety and well-being.

F. Employees represented by the Association will receive bilingual assignment pay of $100.00 per month. Eligibility for bilingual assignment pay shall be made subject to the following conditions and in accordance with 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.

XXIV. SAFETY TRAINING AND EQUIPMENT

A. Animal Control Officer

The City shall provide safety training and equipment necessary to minimize the potential for work related injuries.

B. Firearm

An employee represented by the Association authorized by the Police Chief to carry a firearm in the course of employment, shall be provided a department-issue firearm. Department-issue firearms shall be the property of the City and must be returned to the City upon separation of employment, request of the Police Chief, or when an employee purchases and uses an alternative firearm approved by the department. The selection of the department-issue firearm shall be the sole discretion of the City.

Implementation of this provision shall be subject to an analysis and recommendation of an appropriate department-issue firearm acceptable to the City Manager.

C. The City will continue to provide uniformed members of the Association the following safety and protective items: Holster, Gunbelt, Magazine Holder, Flashlight, Handcuffs, Handcuff Case, Baton, Baton Ring, Chemical Agent, Chemical Agent Holder, Vest (Minimum Threat Level 3), and Belt Keepers.

Equipment will be “web gear” style.

XXV. PER DIEM EXPENSE

The City shall provide suitable lodging or reimburse lodging expense incurred pursuant to current reimbursement rates for employees assigned to mutual aid, riot, or civil demonstration where employees are required to remain overnight. The City shall provide meals or reimburse for meals pursuant to current reimbursement rates for employees assigned to mutual aid.

XXVI. 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 own behalf or by the President of the Association and/or his/her 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 (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 his/her 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.

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 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 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.

XXVII. WORK SCHEDULES

A. Police Officer and Police Sergeant

1. Sworn personnel shall utilize a work schedule known as a “160-Hour (3/12½) Work Schedule”. Assignment to the 160-Hour (3-12½) Work Schedule shall include sworn regular full-time employees assigned to patrol. Eligibility for assignment to a Four-Ten Work Schedule shall include those special assignment positions listed in Section XXIII.E.

B. Animal Control Officer and Community Service Officer

1. Animal Control Officers and Community Service Officers will normally be assigned to a Four-Ten Work schedule. The Police Chief may authorize a different work schedule if such change is needed to

achieve management objectives.

2. During any permitted meal periods, Animal Control Officers and Community Service Officers assigned to Patrol Division will be on an on-duty status and shall be available to respond to requests for police services.

C. Public Safety Dispatcher ~~and~~ Lead Public Safety Dispatcher, and Public Safety Dispatch Supervisor

1. Regular full-time Public Safety Dispatchers, Lead Public Safety Dispatchers, and Public Safety Dispatch Supervisors shall utilize a work schedule known as "3/12½ Hour Work Schedule" with a paid lunch period. Typically, a Public Safety Dispatcher / Lead Public Safety Dispatcher assigned to this schedule will work three days of 12.5 hours per week (37.5 hours) and one additional 10 hour day (47.5 hours) during the 28 day cycle.

2. Regular part-time Public Safety Dispatchers and Lead Public Safety Dispatchers shall work a flexible schedule that does not normally exceed their designation of 20-25 hours per week or 30-35 hours per week.

3. The Parties have agreed that it is in their best interests to investigate the options of a 7B Fair Labor Standards Act (FLSA) exemption from overtime requirements for Dispatch Employees.

D. Public Safety Clerk and Police Record Supervisor

1. A standard work schedule for the Public Safety Clerk and Police Record Supervisor shall be 40 hours per week. The normal workweek will be 40 hours with consecutive 8-hour days beginning or ending on any day of the week. The standard workweek begins at 12:01 a.m. Monday morning and ends at 12:00 midnight on Sunday.

2. The Public Safety Clerk and Police Record Supervisor have the option to request working an alternate work schedule (Four-Ten). The authorization to work an alternate work schedule shall be the sole discretion of the department head. Operational needs of the department shall be the primary consideration in decisions to approve or deny requests.

E. Training

1. Employees authorized to attend schools for the purpose of training shall be assigned to a 40-hour, work week schedule. Work schedule

adjustments may be authorized by the Police Chief to maintain the 160-hour work schedule requirement in a 28-day cycle or the 40 hours

per week for the four-ten work schedule. No overtime shall be paid for attendance at school unless specifically authorized by the Police Chief.

2. Canine Officers assigned to a 4/10 work schedule shall schedule canine training during their regular work day as follows:

    - Witmer-Tyson training 2nd and 4th Tuesdays every month. "In- house" training 1st and 3rd Tuesdays.

    - Any changes to the Tuesday training sessions will require a change in the Canine Officers' schedule so that no overtime is incurred for training.

F. Notification of Shift Change

1. Twenty-one (21) calendar days notice shall be provided when employees are rotated, reassigned, or transferred from a regularly scheduled shift to another shift. Said twenty-one day notice shall not be required when an emergency necessitates a change in rotation, assignment or transfer. Emergency shall include but not be limited to the necessity of replacing employees absent from work because of unanticipated and unavoidable illness, injury or other good cause. Members may challenge the decision of the Police Chief through the grievance procedure provided in this M.O.U. except that all parties will accept the fact finder's decision as final, and except in case of an emergency, scheduling changes will not be implemented until the grievance is resolved.

2. For the classifications of Police Officer, Police Sergeant,~~and~~ Public Safety Dispatcher~~/~~, Lead Public Safety Dispatcher, and Public Safety Dispatch Supervisor, the Police Chief will provide a minimum twenty-one day notice of the schedule for the 10- hour day ("pay-back" day). Whenever possible the Police Chief will provide a thirty-day notice of the schedule for the 10-hour day ("payback" day).

G. Shift Bidding

1. For the classifications of Police Officer, Community Service Officer, and Public Safety Dispatcher / Lead Public Safety Dispatcher, the present practice of seniority based shift bidding shall be continued to permit assignment of personnel by the Police Chief where, in his judgment, such assignment is needed to achieve management objectives. Members may challenge the decision of the Police Chief through the grievance procedure provided in this M.O.U. except that all parties will accept the fact finder's decision as final, and except in case

of an emergency, scheduling changes will not be implemented until the grievance is resolved.

2. Probationary or new Sergeants will be assigned to shifts by the Police Chief, or designee, for up to 18 months.

3. Any Police Officer, Community Service Officer, Public Safety Dispatcher, Lead Public Safety Dispatcher, Public Safety Dispatch Supervisor, or Police Sergeant with deficiencies or problems associated with training may also be assigned to a shift by the Police Chief, or designee, until these issues are resolved or corrected. Shift bidding will be done by seniority after any special placement on shifts has been decided.

4. Shift changes will be scheduled by the Police Chief up to three times per year, but no less than twice per year.

5. Public Safety Dispatch Supervisor shifts shall be based on organizational needs per the Chief or designee.

H. Holiday Work Schedule

City offices will be closed for business during the December holiday season. Non-essential employees, as determined by the Police Chief, will participate in a four-day furlough.

I. Authority

1. The starting times for the alternative work schedule shall be established by the Police Chief and may be changed by the Police Chief at his discretion following a thirty day notice to the Association of the new starting times.

2. The City reserves the right and shall have the authority to discontinue, alter, or amend the alternative work schedule for any reason at any time at its sole discretion.t

3. The Police Chief shall have sole discretion to assign employees on light duty assignments to a work schedule of the Police Chief's choosing including the standard five day, eight hour work schedule.

XXVIII. NEWARK POLICE ASSOCIATION RELEASE TIME

Upon request by the Newark Police Association (NPA), release time may be granted at the discretion of the Police Chief.

XXIX. AUTHORIZED REPRESENTATIVES FOR THE PURPOSE OF ADMINISTERING THE TERMS AND CONDITIONS OF THIS MEMORANDUM OF UNDERSTANDING

A. Management's principal authorized agent shall be the City Manager or his/her duly designated representative except where a particular management representative is otherwise designated.

B. The Association's principal authorized agent shall be the President of the N.P.A. and/or his/her duly designated representative.

XXX. CARRYOVER TERMS

The provisions of the MOU between the City of Newark and the Newark Police Association will remain in effect until the adoption of a successor agreement or until exhaustion of the impasse process whichever occurs later.

XXXI. 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 the right to schedule and assign work and overtime and to otherwise act in the interest of efficient service to the community.

XXXII. 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 on 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.

XXXIII. FULL UNDERSTANDING MODIFICATION AND WAIVER

The parties to this Memorandum of Understanding acknowledge and agree that this Memorandum constitutes the result of meetings 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 shall not make any changes unless warranted by operational necessity.

XXXIV. TRANSFER

Transfers to or from the Department shall not be made in positions represented by the Association.

XXXV. PROMOTION

Effective June 1, 1995, and thereafter, promotional examinations for Police Sergeant shall be closed to participation from outside the department. The City shall have the sole discretion to hold a closed promotional or open recruitment to fill positions above the level of Police Sergeant.

XXXVI. NON-DISCRIMINATION

The parties agree, that they, and each of them, shall not discriminate against to the extent prohibited by law because of political or religious opinions or affiliations, or because of racial or national origin, or because of age or sex or disability, or because of membership in the Association or any other activities on behalf of the Association.

XXXVII. PROVISION REGARDING AMERICANS WITH DISABILITIES ACT

A. Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement or process that may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

B. The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Association will be notified of these proposed accommodations prior to implementation by the City.

C. Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

D. Prior to disregarding any provision of this Agreement in order to undertake required accommodations for an individual protected by the Act, the City will provide the Association with written notice of its intent to disregard the provision.

XXXVIII. SEPARABILIT_V_

Notwithstanding any other provisions 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.

Dated: 1-i-Y

David J. Benoun
City Manager

Tim Yeung
Chief Spokesperson

Joshu'a Horst, President
Newlrk Police Association

An -- -e n t

Newar.k Eolice Association

ustavo Arroyo, Treasurer
ewark Police Association

ter Hoffmann
ief Spokesperson

ATTACHMENT A

NEWARK POLICE ASSOCIATION

REGULAR FULL-TIME/PART TIME CLASSIFICATONS

Animal Control Officer

Community Service Officer

Police Officer

Police Records Supervisor

Police Sergeant

Public Safety Clerk

Public Safety Dispatcher

Lead Public Safety Dispatcher

Public Safety Dispatch Supervisor

Red Light Photo Enforcement Technician

Vehicle Abatement Officer

Attachment A.2

Effective July 1, 2019 *Monthly salaries are based on a 40-hour workweek for non-sworn NPA employees. Salaries listed for sworn NPA employees are monthly salaries for workweeks as defined in MOU.

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ANIMAL CONTROL OFFICER	$6,384.95 $36.84	$6,702.22 $38.67	$7,038.15 $40.60	$7,391.65 $42.64	$7,752.83 $44.73
COMMUNITY SERVICE OFFICER	$6,457.40 $37.25	$6,774.67 $39.08	$7,115.00 $41.05	$7,477.28 $43.14	$7,840.66 $45.23
LEAD PUBLIC SAFETY DISPATCHER	$7,826.47 $45.15	$8,221.29 $47.43	$8,631.53 $49.80	$9,066.67 $52.31	$9,517.21 $54.91
POLICE OFFICER	$8,819.91 $50.88	$9,259.04 $53.42	$9,722.33 $56.09	$10,203.18 $58.86	$10,720.25 $61.85
POLICE RECORD SUPERVISOR	$6,990.94 $40.33	$7,341.15 $42.35	$7,708.93 $44.47	$8,092.06 $46.68	$8,494.96 $49.01
POLICE SERGEANT	$10,494.10 $60.54	$11,014.47 $63.54	$11,566.68 $66.73	$12,137.54 $70.02	$12,753.42 $73.58
PUBLIC SAFETY CLERK	$6,076.46 $35.06	$6,377.26 $36.79	$6,700.02 $38.65	$7,040.34 $40.62	$7,389.45 $42.63
PUBLIC SAFETY DISPATCHER	$7,246.73 $41.81	$7,612.31 $43.92	$7,992.16 $46.11	$8,395.07 $48.43	$8,812.23 $50.84
RED LIGHT PHOTO ENFORCEMENT TECHNICIAN	$6,196.12 $35.75	$6,507.90 $37.55	$6,831.76 $39.41	$7,173.18 $41.38	$7,533.27 $43.46

Attachment A.2

Effective July 1, 2020 *Monthly salaries are based on a 40-hour workweek for non-sworn NPA employees. Salaries listed for sworn NPA employees are monthly salaries for workweeks as defined in MOU.

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ANIMAL CONTROL OFFICER	$6,480.72 $37.39	$6,802.75 $39.25	$7,143.72 $41.21	$7,502.52 $43.28	$7,869.13 $45.40
COMMUNITY SERVICE OFFICER	$6,554.26 $37.81	$6,876.29 $39.67	$7,221.72 $41.66	$7,589.44 $43.79	$7,958.27 $45.91
LEAD PUBLIC SAFETY DISPATCHER	$7,943.87 $45.83	$8,344.61 $48.14	$8,761.00 $50.54	$9,202.67 $53.09	$9,659.97 $55.73
POLICE OFFICER	$8,952.21 $51.65	$9,397.93 $54.22	$9,868.16 $56.93	$10,356.22 $59.75	$10,881.05 $62.77
POLICE RECORD SUPERVISOR	$7,095.81 $40.94	$7,451.27 $42.99	$7,824.56 $45.14	$8,213.44 $47.38	$8,622.39 $49.74
POLICE SERGEANT	$10,651.51 $61.45	$11,179.68 $64.50	$11,740.18 $67.73	$12,319.61 $71.07	$12,944.73 $74.68
PUBLIC SAFETY CLERK	$6,167.61 $35.58	$6,472.91 $37.34	$6,800.52 $39.23	$7,145.95 $41.23	$7,500.30 $43.27
PUBLIC SAFETY DISPATCHER	$7,355.44 $42.43	$7,726.49 $44.58	$8,112.04 $46.80	$8,520.99 $49.16	$8,944.41 $51.60
RED LIGHT PHOTO ENFORCEMENT TECHNICIAN	$6,289.06 $36.28	$6,605.51 $38.11	$6,934.24 $40.01	$7,280.78 $42.00	$7,646.27 $44.11

Attachment A.2

Effective July 1, 2021 *Monthly salaries are based on a 40-hour workweek for non-sworn NPA employees. Salaries listed for sworn NPA employees are monthly salaries for workweeks as defined in MOU.

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ANIMAL CONTROL OFFICER	$6,577.93 $37.95	$6,904.79 $39.84	$7,250.88 $41.83	$7,615.06 $43.93	$7,987.16 $46.08
COMMUNITY SERVICE OFFICER	$6,652.57 $38.38	$6,979.43 $40.27	$7,330.05 $42.29	$7,703.28 $44.44	$8,077.65 $46.60
LEAD PUBLIC SAFETY DISPATCHER	$8,063.03 $46.52	$8,469.78 $48.86	$8,892.42 $51.30	$9,340.71 $53.89	$9,804.87 $56.57
POLICE OFFICER	$9,086.50 $52.42	$9,538.90 $55.03	$10,016.19 $57.79	$10,511.57 $60.64	$11,044.27 $63.72
POLICE RECORD SUPERVISOR	$7,202.25 $41.55	$7,563.04 $43.63	$7,941.93 $45.82	$8,336.64 $48.10	$8,751.72 $50.49
POLICE SERGEANT	$10,811.28 $62.37	$11,347.38 $65.47	$11,916.28 $68.75	$12,504.40 $72.14	$13,138.90 $75.80
PUBLIC SAFETY CLERK	$6,260.12 $36.12	$6,570.01 $37.90	$6,902.52 $39.82	$7,253.14 $41.84	$7,612.80 $43.92
PUBLIC SAFETY DISPATCHER	$7,465.77 $43.07	$7,842.39 $45.24	$8,233.72 $47.50	$8,648.81 $49.90	$9,078.58 $52.38
RED LIGHT PHOTO ENFORCEMENT TECHNICIAN	$6,383.40 $36.83	$6,704.60 $38.68	$7,038.25 $40.61	$7,389.99 $42.63	$7,760.96 $44.77

ATTACHMENT B

SILLIMAN ACTIVITY & FAMILY AQUATICS CENTER

Employees and their spouses or registered domestic partners and up to 2 children living in the same household, 18 years of age and under, may use the gym, exercise equipment and aquatics facilities (excluding classes and facility rentals) at the Silliman Community Activity and Family Aquatics Center free of charge.

ATTACHMENT C

At the request of the City, the City and the Association will form an Employee Wellness Committee to explore options to improve employee health and wellness. Upon the request of either party, the parties agree to meet and confer over an employee health and wellness policy.

CITY OF NEWARK, CALIFORNIA

To: Newark Police Association (NPA) Executive Board

From: David Benoun, City Manager
Lenka Hovorka, Assistant City Manager Date: July 21, 2022

This will serve as a side letter to the City of Newark (City) and the Newark Police Association (NPA) July 1, 2019 - June 30, 2023 Memorandum of Understanding (MOU). The purpose of this side letter is to extend the MOU and amend certain terms and conditions of employment. This side letter will become effective upon approval by the City Council.

The City recently negotiated successor MOUs with two other represented employee associations, and amended terms impacting the two unrepresented employee groups. These terms were adopted by the City Council on June 23, 2022. The NPA MOU does not expire until June 30, 2023. The City and NPA desire to extend the MOU upon similar terms were provided for the other represented employee associations.

As a result, the City and NPA have agreed to an extension of the current MOU and amended terms, reflecting parity and market equity adjustments consistent with those adopted for other City employee groups.

The City and NPA agree to the following amendments to the MOU with revisions in redline:

-Title Page of MOU:

Memorandum of Understanding Between City of

Newark and Newark Police Association

July 1, 2019 Through

June 30, 2025

Adopted July 11, 2019
Revised June 25, 2020
Revised July 28, 2022

- **Section I of MOU:**

I. TERM

This agreement shall be in effect from July 1, 2019 through June 30, 2025.

- **Section IV of MOU:**

IV. 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.

During fiscal year 2022-2023, the City will conduct a Classification and Compensation Study. The Study will include a review the designated labor market, and agree to meet and confer on any proposed changes. 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. Implementation of equity adjustments based on the Study will be subject to meet and confer with the Association.

- **Section V.2 of MOU:**

V. SALARY INCREASE

2. General Salary Increase

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%).

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 1.5% increase scheduled for the July 1, 2021.

c. Effective July 1, 2022, salary increase shall be four percent (4.0%).

d. Effective July 1, 2023, salary increase shall be three percent (3.0%).

e. Effective July 1, 2024, salary increase shall be three percent (3.0%).

- **Section VI.C and D of MOU:**

VI. HEALTH AND WELFARE PROGRAM

C. Effective for the 2020 plan year, the City shall contribute to eligible NPA 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 NPA 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 NPA 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 NPA 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 NPA 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 NPA 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 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 per month "cash-in-lieu" of benefits, which includes the PEMCHA minimum per section A 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 $450 per 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.

- **Section VIII.K of MOU:**

VIII. VACATION LEAVE

K. Effective July 1, 2017, 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 sixty (60) hours per fiscal year of vacation, forty-five (45) to fifty-two and a half (52.5) hours for 30-35 hour employees, and thirty (30) to thirty-seven and a half (37.5) hours for 20-25 hour employees in hourly increments at the current hourly salary rate provided there is a minimum of one (1) week (40 hours) remaining in the employee's vacation bank after the conversion. 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 100 hours for regular full-time employees, 85 to 92.5 for 30-35 hour employees, and 70 to 77.5 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.
- 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 many hours they want to buy back. 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 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 vacation buyback program. It is the employee's sole responsibility to address the tax consequences of cashing out accrued leave or the vacation buy-back program.

- **Section XI.C.1 of MOU:**

XI. OTHER LEAVES

C. Bereavement Leave

1. Regular full-time employees represented by the Association may be granted up to a maximum of 40 hours of bereavement leave where there has been a death of a husband, wife, son, daughter, stepson, stepdaughter, sister, brother, mother, father, stepmother, stepfather, grandparent, grandchild, mother-in-law, father-in-law, grandparent-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.

   Effective July 1, 2022, up to 80 hours of bereavement leave may be granted for the death of a son, daughter, stepson, or stepdaughter.

- **Section XII.A of MOU:**

XII. HOLIDAYS

A. Regular full-time employees in the classifications of Police Officer, Police Sergeant,~~and~~ Public Safety Dispatcher, ~~/~~ Lead Public Safety Dispatcher, and Public Safety Dispatch Supervisor shall receive as compensation in- lieu of holidays an amount equal to 5% of his/her current base pay step, which in-lieu payment shall be paid each pay period. The in-lieu compensation factor of 5% shall not be applied and added to any payment for overtime work or to a lump sum payment for accrued vacation in the case of a terminating employee; or to any other payment to an employee except his/her current base pay step.

   Effective July 1, 2022 the in-lieu compensation factor will increase to from 5% to 7%.

- **Section XIV of MOU:**

XIV. CERTIFICATE INCENTIVE PAY

The City shall provide the following Certificate Incentive Pay for sworn personnel represented by the Association who receive a California P.O.S.T. Intermediate or Advanced Certificate:

A. Effective July 1, 2019, Certificate Incentive Pay will be:

P.O.S.T. Intermediate Certificate	$460 per month
P.O.S.T. Advanced Certificate	$650 per month

Effective July 1, 2020, Certificate Incentive Pay will be:
P.O.S.T. Intermediate Certificate $480 per month
P.O.S.T. Advanced Certificate $685 per month

Effective July 1, 2021, Certificate Incentive Pay will be:

P.O.S.T. Intermediate Certificate $500 per month
P.O.S.T. Advanced Certificate $725 per month

Effective July 1, 2022, Certificate Incentive Pay will be:
P.O.S.T. Intermediate Certificate 5% of base compensation per month
P.O.S.T. Advanced Certificate 7% of base compensation per month

The effective date for payment of educational incentive pay shall be the payroll period immediately following the date on the P.O.S.T. certificate.

The provision of educational incentive pay is not intended as an inducement or directive to employees to conduct personal education programs beyond the programs required and/or provided by the City. The course work is undertaken voluntarily by the employee and not subject to remuneration under provisions of the Fair Labor Standards Act.

B. Effective July 1, 2019, Certificate Incentive Pay for dispatch personnel will be:
P.O.S.T. Intermediate Certificate $120.00 per month
P.O.S.T. Advanced Certificate $200.00 per month

Effective July 1, 2020, Certificate Incentive Pay for dispatch personnel will be:
P.O.S.T. Intermediate Certificate $160.00 per month
P.O.S.T. Advanced Certificate $250.00 per month

Effective July 1, 2021, Certificate Incentive Pay for dispatch personnel will be:
P.O.S.T. Intermediate Certificate $200.00 per month
P.O.S.T. Advanced Certificate $300.00 per month

Effective July 1, 2022, Certificate Incentive Pay for dispatch personnel, including Public Service Dispatch Supervisor, will be:
P.O.S.T. Intermediate Certificate 2.5% of base compensation per month
P.O.S.T. Advanced Certificate 3.5% of base compensation per month
The effective date for payment of educational incentive pay shall be the payroll period immediately following the date on the P.O.S.T. certificate.

The provision of educational incentive pay is not intended as an inducement or directive to employees to conduct personal education programs beyond the programs required and/or provided by the City. The course work is undertaken voluntarily by the employee and not subject to remuneration under provisions of the Fair Labor Standards Act.

- **Section XV.C of MOU:**

XV. OVERTIME

C. Compensatory Time Off

Accumulation of compensatory time off shall be limited to 160 hours and shall only be available in accordance with federal regulations implementing the Fair Labor Standards Act. When an employee reaches the maximum accumulation of 160 hours, the employee shall receive overtime pay for time worked in excess of the regularly assigned shift.

Compensatory time accrual may be cashed-out for up to 80 hours per fiscal year. Cash out will be in November and April of the fiscal year.

The City makes no representation as to the tax consequences of an employee cashing out accrued leave or the vacation buyback program. It is the employee's sole responsibility to address the tax consequences of cashing out accrued leave or the vacation buy-back program.
The Association and the City agree to meet and confer prior to December 31, 2022 to develop a process related to the cash out of compensatory time. The new process will be implemented in calendar year 2023 with the goal to comply with constructive receipt requirements in calendar year 2023.

- **Section XIX.B of MOU:**

XIX. TUITION FEES AND BOOK COSTS REIMBURSEMENT

B. The City shall establish a fund of $15,000 which shall be the City's total obligation for financing tuition fees and book costs incurred for courses completed within each fiscal year of this Memorandum of Understanding by the employees represented by the Newark Police Association. Reimbursement to individual employees shall not exceed $1,500 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 $1,500 per employee limit, up to their maximum expense incurred. Reimbursements taxable under the IRS will be taxed to comply with IRS regulations.

- **Section XXII of MOU:**

XXII.LONGEVITY PAY

A. Effective July 1, 2019 the regular full-time employees in the classifications of Police Officer and Police Sergeant 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

Longevity pay is computed on base compensation only. The maximum longevity pay premium is 7.5% of

salary for employees in the classifications of Police Officer and Police Sergeant.

B. For service to meet the requirements of longevity pay, it must meet all of the following criteria:

- Full-time sworn classifications represented by the City of Newark Police Association, including probationary time through June 30, 2022. Effective July 1, 2022, 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
- Continuous service or service that qualifies under reinstatement procedures; 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.

- **Section XXIII.D of MOU:**

XXIII. SPECIAL ASSIGNMENT PAY

D. Effective July 1, 2019, Police Officers and Sergeants assigned to one of the following positions shall receive special assignment pay of $425 per month:

- School Liaison Officer
- School Resource Officer
- Training Officer
- Detective
- Canine Handler
- Motor
- Special Enforcement Team
- Any other position approved by the Police Chief

Effective July 1, 2022, Police Officers and Sergeants assigned to one of the above listed positions shall receive special assignment pay of 5% of base compensation per month.

Attachment A.2

Effective July 1, 2022 *Monthly salaries are based on a 40-hour workweek for non-sworn NPA employees. Salaries listed for sworn NPA employees are monthly salaries for workweeks as defined in MOU.

ANIMAL CONTROL OFFICER		$7,076.95	$7,430.79	$7,802.33	$8,192.45
	$38.89	$40.82	$42.86	$45.01	$47.22
COMMUNITY SERVICE OFFICER	$6,816.43	$7,157.25	$7,515.11	$7,890.87	$8,285.41
	$39.32	$41.29	$43.35	$45.52	$47.80
LEAD PUBLIC SAFETY DISPATCHER	$8,261.62	$8,674.71	$9,108.44	$9,563.86	$10,042.06
	$47.66	$50.05	$52.55	$55.18	$57.93
POLICE OFFICER	$9,310.30	$9,775.81	$10,264.60	$10,777.83	$11,316.73
	$53.72	$56.40	$59.22	$62.18	$65.29
POLICE RECORD SUPERVISOR	$7,379.64	$7,748.62	$8,136.06	$8,542.86	$8,970.00
	$42.58	$44.71	$46.94	$49.29	$51.75
POLICE SERGEANT	$11,077.57	$11,631.45	$12,213.02	$12,823.67	$13,464.86
	$63.91	$67.10	$70.46	$73.98	$77.68
PUBLIC SAFETY CLERK	$6,414.31	$6,735.03	$7,071.78	$7,425.37	$7,796.64
	$37.00	$38.85	$40.80	$42.84	$44.98
PUBLIC SAFETY DISPATCHER	$7,649.66	$8,032.14	$8,433.75	$8,855.43	$9,298.21
	$44.13	$46.33	$48.65	$51.08	$53.64
RED LIGHT PHOTO ENFORCEMENT	$6,540.62	$6,867.65	$7,211.04	$7,571.59	$7,950.17
TECHNICIAN	$37.73	$39.62	$41.60	$43.68	$45.86

Attachment A.3

Effective July 1, 2023 *Monthly salaries are based on a 40-hour workweek for non-sworn NPA employees. Salaries listed for sworn NPA employees are monthly salaries for workweeks as defined in MOU. Listed salaries are subject to change pursuant to negotiated equity adjustments.

ANIMAL CONTROL OFFICER	$6,942.15 $40.05	$7,289.25 $42.05	$7,653.72 $44.16	$8,036.40 $46.37	$8,438.22 $48.68
COMMUNITY SERVICE OFFICER	$7,020.92 $40.50	$7,371.97 $42.53	$7,740.57 $44.65	$8,127.60 $46.89	$8,533.98 $49.23
LEAD PUBLIC SAFETY DISPATCHER	$8,509.47 $49.09	$8,934.95 $51.55	$9,381.69 $54.13	$9,850.78 $56.83	$10,343.32 $59.67
POLICE OFFICER	$9,589.61 $55.33	$10,069.09 $58.09	$10,572.54 $61.00	$11,101.17 $64.05	$11,656.23 $67.25
POLICE RECORD SUPERVISOR	$7,601.03 $43.85	$7,981.08 $46.05	$8,380.14 $48.35	$8,799.14 $50.77	$9,239.10 $53.31
POLICE SERGEANT	$11,409.90 $65.83	$11,980.39 $69.12	$12,579.41 $72.57	$13,208.38 $76.20	$13,868.80 $80.01
PUBLIC SAFETY CLERK	$6,606.74 $38.11	$6,937.08 $40.02	$7,283.94 $42.02	$7,648.13 $44.12	$8,030.54 $46.33
PUBLIC SAFETY DISPATCH SUPERVISOR	$9,150.13 $52.53	$9,560.40 $55.16	$10,038.41 $57.91	$10,540.33 $60.81	$11,067.35 $63.85
PUBLIC SAFETY DISPATCHER	$7,879.15 $45.45	$8,273.10 $47.72	$8,686.76 $50.11	$9,121.10 $52.62	$9,577.15 $55.25
RED LIGHT PHOTO ENFORCEMENT TECHNICIAN	$6,736.84 $38.86	$7,073.68 $40.81	$7,427.37 $42.85	$7,798.74 $44.99	$8,188.67 $47.24

Attachment A.4

Effective July 1, 2024 *Monthly salaries are based on a 40-hour workweek for non-sworn NPA employees. Salaries listed for sworn NPA employees are monthly salaries for workweeks as defined in MOU. Listed salaries are subject to change pursuant to negotiated equity adjustments.

ANIMAL CONTROL OFFICER	$7,150.41 $41.25	$7,507.93 $43.32	$7,883.33 $45.48	$8,277.50 $47.76	$8,691.37 $50.14
COMMUNITY SERVICE OFFICER	$7,231.55 $41.72	$7,593.13 $43.80	$7,972.78 $45.99	$8,371.42 $48.29	$8,790.00 $50.71
LEAD PUBLIC SAFETY DISPATCHER	$8,764.76 $50.57	$9,203.00 $53.09	$9,663.15 $55.75	$10,146.30 $58.54	$10,653.62 $61.46
POLICE OFFICER	$9,877.30 $56.99	$10,371.16 $59.84	$10,889.72 $62.83	$11,434.20 $65.97	$12,005.91 $69.27
POLICE RECORD SUPERVISOR	$7,829.06 $45.17	$8,220.52 $47.43	$8,631.54 $49.80	$9,063.12 $52.29	$9,516.27 $54.91
POLICE SERGEANT	$11,752.19 $67.80	$12,339.80 $71.19	$12,956.79 $74.75	$13,604.63 $78.49	$14,284.87 $82.41
PUBLIC SAFETY CLERK	$6,804.95 $39.26	$7,145.19 $41.22	$7,502.45 $43.28	$7,877.58 $45.44	$8,271.45 $47.72
PUBLIC SAFETY DISPATCH SUPERVISOR	$9,378.29 $54.11	$9,847.21 $56.81	$10,339.57 $59.65	$10,856.54 $62.63	$11,399.37 $65.77
PUBLIC SAFETY DISPATCHER	$8,115.52 $46.81	$8,521.30 $49.16	$8,947.36 $51.61	$9,394.73 $54.19	$9,864.47 $56.90
RED LIGHT PHOTO ENFORCEMENT TECHNICIAN	$6,938.95 $40.03	$7,285.89 $42.03	$7,650.19 $44.13	$8,032.70 $46.34	$8,434.33 $48.66

Dated: _____

For the City of Newark:

_____
David J. Benoun, City Manager

For the Newark Police Association:

_____
Patrick Smith, President

STAFF REPORT

Item D. 12.

DATE	12/14/2023
TO	Honorable Mayor and City Council Members
FROM	Ed Miranda, Information Technology Director/CIO
SUBJECT	Adopt a resolution approving a Contractual Services Agreement with ICS Integrated Communication Systems for audio/video equipment and services and approving an amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan

SUMMARY AND RECOMMENDATION

After an assessment of the audio/video (AV) equipment in City Hall and the Police building, some equipment was identified as deficient and is in need of replacement or upgrade. Staff recommends that the City Council, by resolution, approve a Contractual Services Agreement with ICS Integrated Communication Systems to provide updated AV equipment to lower the risk of faulty or malfunctioning equipment and to improve collaboration. Staff further recommends that the City Council approve an amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan to appropriate $310,000 of PEG Funds (611) and $112,000 of Equipment Replacement Funds (701).

BACKGROUND

ICS Integrated Communication Systems (ICS) designed and installed the Audio/Video (AV) systems in the Civic Center and is the current provider of AV services and solutions for the City. After experiencing intermittent failures with some equipment, the City sought solutions to address the AV issues. A review of the equipment revealed that the current Biamp/Modena systems in the City Hall and Police Department conference rooms need to be replaced with a more reliable system. In addition, when both the Council Chambers and Police Department Training Room were designed, the video display technology was relatively new. Technology has significantly advanced with improved gap reduction between screens that make viewing smooth and seamless. The picture quality has also significantly improved, which addresses the inconsistent coloration from display to display. Commercial grade LED displays offer high resolution and are more reliable. Other necessary AV updates include adding High-Definition Multimedia Interface connectivity in some conference rooms, replacement of the audio controller to address sound issues in the Council Chambers and an update of the Crestron touch screen panels for Zoom compatibility.

DISCUSSION/ANALYSIS

Conference, Training and Meeting Rooms
As a result of identified AV issues reported, it has been determined that the technology initially deployed to the conference rooms, meeting rooms and the Police Department training room continue to experience intermittent issues that impact staff's ability to conduct online meetings (Teams and Zoom) and in-room presentations. In addition to conducting City business during operating hours, some of these rooms serve as overflow or back-up spaces for public meetings, such as City Council and Planning Commission meetings. The Biamp/Modena system is outdated and has not kept up with emerging AV technology. A Logitech Rally system coupled with a Barco ClickShare system was tested successfully as a "proof of concept" in the Police Department training room. After several weeks of experience with these systems, staff are confident this solution will resolve the issues we are currently experiencing with the Biamp/Modena system. This solution also includes improving HDMI connectivity through hardware replacement. In addition to the system itself, the current Police Department training room 2x2 display continues to be problematic, causing disruptions to scheduled meetings at times. Too frequently, one or more of the four screens will not show content intended to display across all four screens, resulting in only three-quarters or one-half of a slide or other displayed information to be visible. The total size of all four displays can be replaced by a single large display with upgraded technology to improve reliability and picture quality.

Council Chambers
The City Council Chambers is the primary location for the City's public meetings. Recent issues reported with the AV equipment and display in Council Chambers include one or more of the nine display screens not displaying content, voices echoing or not being heard when speaking into microphones, and a notice that Zoom will no longer be compatible with our current equipment. Zoom is currently used to accommodate presenters unable to be in-person during a public meeting. Meetings are available for viewing on YouTube and the local government access channel on cable television. Some of the technical issues experienced have caused delays in starting public meetings on time or prevented remote individuals from making their presentations. In an effort to address sound issues in Council Chambers, the current audio controller system was expanded, but has now reached its limit. Replacement of this system is now required to fully address the sound balancing issues.

FISCAL IMPACT

In 2006, a fund was established specifically for capital costs related to facilities used for government access with revenue from PEG fees. PEG is an acronym for public, education and government access channels. Since 2006, cable service providers have remitted a fee equal to one percent (1%) of their gross receipts to the City to support public access. The total not-to-exceed amount for the contractual services agreement is $422,000, of which $310,000 are eligible costs to be paid from the PEG Fund (611) and $112,000 are not PEG eligible costs, as some rooms with AV needs are not used for public access/meetings. An amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan to appropriate $310,000 of PEG Funds (611) and $112,000 of Equipment Replacement Funds (701) is needed. The PEG fund balance will be approximately $418,600 after the $310,000 appropriation. Staff believe this balance,

coupled with the estimated $70,000 annual revenue, is an appropriate amount for future needs.

REVIEW AND APPROVAL

Prepared by - Edwin Miranda, CIO / IT Director
Reviewed by - Lenka Hovorka, Assistant City Manager
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

876_Resolution_ICS.doc
ICS CSA

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING A CONTRACTUAL SERVICES AGREEMENT WITH ICS INTEGRATED COMMUNICATION SYSTEMS TO PROVIDE PROFESSIONAL AUDIO/VIDEO SOLUTIONS AND AMENDING THE 2022-2024 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2024

WHEREAS, the City has identified a need to replace existing audio/video equipment which has reached the end of its useful life; and

WHEREAS, ICS Integrated Communication Systems is the designer and installer of the existing audio/video solutions in the Civic Center and provided proposals to satisfy the City's needs to address the audio/video needs in the Council Chambers, Police Department Training Room, conference rooms and meeting rooms; and

WHEREAS, ICS Integrated Communication Systems is the sole provider of the software service, warranty, maintenance, and training associated with the audio/video installations and designed, installed, and supports the current audio/video technology; and

WHEREAS, the City is eligible to use Public, Education, and Government (PEG) funds for capital costs associated with the scope of services described in the Agreement up to $310,000.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby authorizes the City Manager to execute a Contractual Services Agreement with ICS Integrated Communication Systems, in a form approved by the City Attorney, to provide professional audio/video solutions for a total not-to-exceed amount of $422,000.

BE IT FURTHER RESOLVED that the City Council of the City of Newark does hereby approve an amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan to appropriate an additional $310,000 of PEG Funds (611) and $112,000 of Equipment Replacement Funds (701) as follows:

TO:	701.87.701.800.8051	Council Audio/Video System Replacement	$112,000
FR:	701.3000	Unappropriated Fund Balance	$112,000

TO:	610.90.094.940.6221.CIP1298	Council Audio/Video System Upgrades	$310,000
FR:	611.00.000.000.9999	Transfer Out	$310,000

CONTRACTUAL SERVICES AGREEMENT

CONSULTANTS

This Service Agreement (hereinafter "Agreement") is made and entered into this 14TH day of December, 2023 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and ICS – Integrated Communication Systems, a corporation organized and existing under the law of the state of California, with its head office located at: 6680 Via Del Oro, San Jose, CA 95119, ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

WHEREAS, City requested proposals to perform the services generally including: Audio/Video Equipment for the City Council Chambers, Police Department Training Room, and Conference Rooms.

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 Three Hundred Twenty Six Twenty Four and No/100 Dollars ($326,024.00) 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. Consultant shall not perform any services beyond the services identified in Exhibit "A" without prior written authorization from the City's Authorized Representative. If the City's Authorized Representative provides authorization for additional services, the total compensation to the Consultant under this Agreement shall not exceed Four Hundred Twenty Two Thousand and No/100 Dollars ($422,000.00).

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

13. PUBLIC WORKS CONTRACTOR REGISTRATION. Consultant agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Consultant agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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. <u>Minimum Scope of Insurance</u>.

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. <u>Minimum Limits of Insurance</u>.

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. <u>Deductibles and Self-Insured Retentions</u>.

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. <u>Claims Made Policies</u>.

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. <u>Wasting Policies</u>.

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

G. <u>Remedies</u>.

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. <u>Acceptability of Insurers</u>.

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. <u>LICENSES, PERMITS, ETC</u>. 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. <u>TERM/TERMINATION</u>.

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. <u>CONTRACT ADMINISTRATION</u>. This Agreement shall be administered by Ed Miranda of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator or his/her designee.

20. <u>NOTICES</u>. 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:

ICS- Integrated Communication Systems	**CITY OF NEWARK**
ALONZO MADRID	ED MIRANDA
Consultant	**Administrator**
Address: 6680 Via Del Oro San Jose, CA 95119	City of Newark Attn: Ed Miranda 37101 Newark Boulevard Newark, CA 94560

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

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

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

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

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

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

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

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

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

30. <u>SIGNATURES</u>. 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. <u>COVENANT AGAINST CONTINGENT FEES</u>. 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

Title: City Manager

Date: _____

CONSULTANT, ICS-Integrated Communication Systems

_____

By: Alonzo Madrid

Title: Consultant

Date: _____

ATTEST:

_____

By: Sheila Harrington

Title: City Clerk

Date: _____

APPROVED AS TO FORM:

_____

By: Kristopher Kokotaylo

Title: City Attorney

EXHIBIT A

SCOPE OF SERVICES

This Scope of Services, Exhibit "A," is hereby incorporated by reference into the Agreement, under Agreement Paragraph 1.

Please see attached proposals from ICS-Integrated Communication Systems for scope of work, as summarized below:

Council Chambers

- Replace two Crestron Panels for Zoom upgrades (includes programming of Crestron Panel)
- Replace full Audio Controller and Tone out System
- Replace 9 LCD Monitors for 1 Video Wall

Police Department Training Room

- Replace 4 LCD Monitors for 1 Video Wall
- Replace Biamp & Modena devices with Logitech Rally System with Barco ClickShare (includes programming of Crestron Panel)

Meeting Room 1

- Replace Biamp & Modena devices with Logitech Rally System with Barco ClickShare (includes programming of Crestron panel)

Meeting Room 2

- Replace Biamp & Modena devices with Logitech Rally System with Barco ClickShare (includes programming of Crestron panel)

Meeting Room 3

- Replace Biamp & Modena devices with Logitech Rally System with Barco ClickShare (includes programming of Crestron panel) / Optional to add HDMI access to use for large plan review in current office

Meeting Room 4

- Replace Biamp & Modena devices with Logitech Rally System with Barco ClickShare (includes programming of Crestron panel)

Meeting Room 5

- Replace Biamp & Modena devices with Logitech Rally System with Barco ClickShare (includes programming of Crestron panel) / Add HDMI Port

Meeting Room 6

- Replace Biamp & Modena devices with Logitech Rally System with Barco ClickShare (includes programming of Crestron panel)

Meeting Room 7

- Replace Biamp & Modena devices with Logitech Meetup System with Barco ClickShare (Repurpose 1 of the 55" LCD display from Council or Police Department)

Police Department Meeting Room

- Replace Biamp & Modena devices with Logitech Rally System with Barco ClickShare (includes programming of Crestron panel)

Police Department Chief's Conference Room

- Replace Biamp & Modena devices with Logitech Rally System with Barco ClickShare (includes programming of Crestron panel)

Police Department Meeting Room 2

- Replace Biamp & Modena devices with Logitech Rally System with Barco ClickShare (includes programming of Crestron panel)

EXHIBIT B

COMPENSATION

This compensation schedule, Exhibit "B," is hereby incorporated by reference into the Agreement, under Agreement Paragraph 3.

For all services identified in Exhibit "A", Scope of Services, the City agrees to pay, and Consultant agrees to accept as total compensation the following:

Please see attached proposals from ICS-Integrated Communication Systems for compensation, estimates and summarized below, not-to-exceed value totals $310,000 for PEG fund and $112,000 for equipment replacement fund purchases:

Newark Civic Center chambers Crestron Panel Upgrade (PEG funds eligible)

- $9,475 Replace two Crestron Panels for Zoom upgrades (includes programming of Crestron Panel)

Newark Civic Center Chambers BYOD upgrade (PEG funds eligible)

- $22,913 Replace full Audio Controller and Tone out System

Newark Civic Center Chambers Video Wall (PEG funds eligible)

- $141,485 Replace 9 LCD Monitors for 1 Video Wall

The City of Newark Police Building – Video Wall (PEG funds eligible)

- $54,647 Replace 4 LCD Monitors for 1 Video Wall

Newark Civic Center Logitech Upgrade - Conference Room 2, Conference Room 1, PD Training Room (PEG funds eligible)

- $36,637 Replace Biamp & Modena devices with Logitech Rally System with Barco ClickShare (includes programming of Crestron panel)

Newak Civic Center Logitech Upgrade - Conference Rooms 3, 4, 5, 6, 7

- $50,579 Replace Biamp & Modena devices with Logitech Rally System with Barco ClickShare (includes programming of Crestron panel)

Police Building Training Room Logitech Camera Proposal (PEG funds eligible)

- $12,345 Replace Biamp & Modena devices with Logitech Rally System with Barco ClickShare (includes programming of Crestron panel)

The City of Newark HDMI Add (PEG funds eligible)

- $3,943 Install Extron Transmitters and Extron Receivers to allow for the HDMI signal to pass from table to Display.

Total PEG Funds: $275,445 → not to exceed $310,000.00 PEG funds

Total Equipment Replacement: $50,579 -> not to exceed $112,000 replacement funds

Total: $326,024

Contingency: $95,976

Total Not-to-Exceed: $422,000

EXHIBIT C

QUALIFICATIONS

These Consultant Qualifications, Exhibit "C," are incorporated by reference into the Agreement, under Agreement Paragraph 6.

What We Do: Audio & Video

ICS Integrated Communication Systems is an AV contractor and audio video integrator. ICS provides audio video and video conferencing design, engineering, project management, programming, systems integration and, installation. Our AV engineering department develops all submittal or shop drawings and works closely with each of the ICS programmers and integrators to make sure our designs are efficient, effective, and easy to use. Our AV engineering department also commissions and verifies that the installation accurately reflects the design requirements. All AV engineering designs are developed within established drawing standards that use a library of templates and assemblies that work within an established design portfolio.

Within the AV field, ICS handles many kinds of installations, such as conference rooms and board rooms, classrooms, theaters, sports venues, athletic field head ends, client briefing, and training centers, multi-media AV presentation systems and video conferencing suites.

Integrated Communication Systems is adept at providing sophisticated integration for our AV projects, which often utilize signal routing, display, sound reinforcement, content streaming or rebroadcast, videoconferencing, and remote control.

Audio & Video Capabilities

ICS Integrated Communication Systems is known for its skill as an AV Contractor in the design, installation, and integration of AV systems.

ICS AV Services Include:

- Audio video systems custom build to specifications, design assist or design/build
- Audio video, distance learning or streaming/archival for conferencing and presentation systems
- Custom configuration and programming of remote control AV systems
- AV CAD support for architects, consultants, space planners, and general contractors
- Development of all AV submittal and shop drawings to established standards, using a library of templates and assemblies
- Complete AV installation documentation, including custom operation guides, O&M manuals, CAD drawings and custom programming files

- AV system commissioning with complete testing utilizing currently accepted high end equipment for audio video and copper or fiber networks

Follow up AV service, warranty and post AV installation support through a dedicated audio video service department

Audio Video Certifications Held By ICS Integrated Communication Systems

Because audio video technology is always changing, the ICS Integrated Communication Systems team is known for its devotion to ongoing training and advanced certification in the audio video field. Many of our audio video staff are certified in a wide range of AV products, and together hold over 100 certifications. If an audio video manufacturer or strategic partner that we work with offers AV product training, our audio video project managers enroll and master the curriculum. This ongoing training gives our AV staff the ability to successfully work with any of the audio video products we install, and establishes a face-to-face familiarity with the AV manufacturer when we are seeking assistance on an installation.

EXHIBIT D

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

HOURS OF WORK:

A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.

B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

C. The Consultant and its subcontractors shall forfeit as a penalty to the City $25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.

B. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage

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

1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.

4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.

C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.

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

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

D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

E. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Consultant or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

STAFF REPORT

Item D. 13.

DATE	12/14/2023
TO	Honorable Mayor and City Council Members
FROM	Tonya Connolly, Maintenance Superintendent
SUBJECT	Adopt a resolution authorizing the purchase of two dump trucks for the Public Works Department Maintenance Division directly from an auto dealership and amending the 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024

SUMMARY AND RECOMMENDATION

The Maintenance Division of the Public Works Department has a dump truck that has reached the end of its useful life and is need of an additional dump truck to service City parks and facilities. These vehicles are required to be equipped with specialized lighting, a cone holder, and specified vehicle markings. There are two models that can fulfill the City's needs: 1) A Chevrolet Silverado 3500; and 2) A Ford F350. Given current market conditions, staff has determined that it is necessary to make the purchases directly through a dealership in order to obtain the best available market price in a reasonable timeframe. The Equipment Replacement Fund includes sufficient funding for the replacement dump truck purchase. The Capital Improvement Plan includes $80,000 of appropriation for the purchase of a new dump truck under Project 1318 but an additional amount of $50,000 is required for the current purchase price and outfitting of this vehicle.

Staff recommends that the City Council, by resolution, approve the purchase of two dump trucks for the Maintenance Division of the Public Works Department directly from an auto dealership, with single-source findings using Equipment Replacement Fund (701), and amend the 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024.

BACKGROUND

The 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024 includes funding for the purchase of a replacement dump truck for the Maintenance Division as part of the Equipment Replacement Program. Recommendations for vehicle replacements are based on the City's Vehicle Replacement Policy and Procedures Administrative Regulation. The intent of this policy and procedures document is to ensure that the City use and replace vehicles and other motorized equipment in the most cost-effective manner possible. Some of the primary factors considered by staff as part of any replacement recommendation include each vehicle's

mileage, age, mechanical condition, body and interior condition, annual usage, department requirements, cost to maintain, and available funding.

The 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024 also includes $80,000 of funding for the purchase of a new dump truck for the Maintenance Division as part of the Capital Improvement Plan, Project 1318. The dump truck would be used to enhance the maintenance and servicing of City parks and facilities. The acquisition of this dump truck is essential to ensure the efficient removal of waste and debris, allowing the Maintenance Division to maintain a clean and safe environment for residents and visitors. City parks play a vital role in the overall well-being of the community and regular maintenance, including debris removal, is crucial to preserving the aesthetic appeal, functionality, and safety of these areas. Currently, the City's existing fleet of vehicles is inadequate to handle the increasing City parks and landscape maintenance needs.

Due to prolonged market shortages, intergovernmental purchasing is not currently available for these specific vehicles. Additionally, these products are not generally available for a lengthy period of time as other entities often purchase them as soon as they become available. Staff is seeking approval to purchase two new dump trucks, either a Chevrolet Silverado 3500 or a Ford F350, directly from an auto dealership in order to obtain the best available market price in a timely manner.

DISCUSSION/ANALYSIS

The City's Purchasing Rules and Regulations require a formal bid process for any purchases of $50,000 or more, with certain allowable exceptions. Due to the ongoing industry-wide shortages in semiconductor chips and other critical parts the 2024 production allocation for Government Fleet was severely limited. Based on current market and economic conditions, staff is now requesting approval to purchase two dump trucks, either a Chevrolet Silverado 3500 or a Ford F350, directly from a dealership at the best available market price when the desired vehicle becomes available. At this time, staff is uncertain when the previously utilized intergovernmental procurement process will be available again for such purchases.

Pursuant to Newark Municipal Code Section 3.40.080(B)(9), the City is not required to conduct formal bidding when formal bids would work an incongruity and would be unavailing in affecting the final results and formal bids would not produce any advantage to the city.

Due to the lack of availability of any intergovernmental procurement process and otherwise inability to obtain any bids in response to an RFP process, staff has concluded that this exemption applies. The City will not be able to obtain what is required through formal bidding process and that process will not produce any advantage to the City or affect the final results.

Based on current available pricing, the purchase cost would be an amount not to exceed $110,000 for each new dump truck. The amount reflects slightly higher market prices than would be expected through an intergovernmental or formal bid procurement

process, if these processes were available. In better market conditions staff would anticipate individual vehicle costs below the manufacturer's suggested retail price (MSRP), sometimes up to 10% below depending on the vehicle. With the current market however, staff anticipate costs, at minimum, to be 10% above the MSRP.

The purchase price does not include outfitting which is not to exceed $20,000 for each new dump truck. The total outfitting cost is based on specialized vendor quotes for the installation of specialized lighting, cone holders, and specified vehicle markings.

FISCAL IMPACT

The 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024 includes sufficient funding in the Equipment Replacement Fund (701) in the amount of $130,000 for the purchase and outfitting of a replacement dump truck. The 2022-2024 Biennial Budget and Capital Improvement Plan also includes Dump Truck (3.5-ton), Project 1318, for the purchase of a new dump truck. However, the original budget for Project 1318 was $80,000. A budget amendment in the amount of $50,000 is necessary to provide for the full cost of the purchase and outfitting of the additional dump truck. The outfitting work would be performed by Classic Graphics with funding approved in advance of such work by the City Council.

REVIEW AND APPROVAL

Prepared by - Tonya Connolly, Maintenance Superintendent
Reviewed by - Soren Fajeau, Public Works Director
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Dump Truck Resolution

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE PURCHASE OF TWO DUMP TRUCKS FOR THE MAINTENANCE DIVISION OF THE PUBLIC WORKS DEPARTMENT DIRECTLY FROM AN AUTO DEALERSHIP; AND AMENDING THE 2022-2024 BIENNIAL BUDGET AND CAPTIAL IMPROVEMENT PLAN FOR FISCAL YEAR 2024

WHEREAS, the 2022-2024 Biennial Budget and Capital Improvement Plan includes $130,000 in funding in Fiscal Year 2024 for the purchase of a replacement dump truck for the Maintenance Division of the Public Works Department as part of Equipment Replacement Program (Fund 701), and

WHEREAS, the 2022-2024 Biennial Budget and Capital Improvement Plan includes $80,000 in funding in Fiscal Year 2024 for the purchase of a new additional dump truck for the Maintenance Division of the Public Works Department as part of the Capital Improvement Plan under Dump Truck (3.5-ton) Project 1318; and

WHEREAS, due to industry-wide market conditions for new vehicle purchases and the lack of intergovernmental purchase options, the City of Newark will need to purchase vehicles directly from a dealership in order to obtain the best available market price; and

WHEREAS, the City requires one of two models of dump trucks: 1) A Chevrolet Silverado 3500; and 2) A Ford F350; and

WHEREAS, pursuant to Newark Municipal Code Section 3.04.080.B.9, formal bidding procedures shall not apply When formal bids would work an incongruity and would be unavailing in affecting the final results and formal bids would not produce any advantage to the city; and

WHEREAS, the anticipated market price for each new dump truck is $110,000; and

WHEREAS, each dump truck will require equipment outfitting based on quotes not to exceed $20,000. Equipment outfitting work shall be provided by Classic Graphics with all funding subject to approval by the City Council prior to the start of services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby authorizes the purchase of two dump trucks, a Chevrolet Silverado 3500 and/or a Ford F350, for the Maintenance Division of the Public Works Department at the best available market pricing among dealerships in an amount not to exceed $130,000 for each truck.

BE IT FURTHER RESOLVED that the City Council of the City of Newark hereby approves an amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan to allocate and additional $50,000 of unallocated Capital Improvement Plan fund to Dump Truck (3.5-ton), Project 1318, as follows:

	Account	Description	Amount
To:	610.90.094.940.6221.CIP1318	CIP Project 1318	$50,000
From:	610.3000	Unappropriated Fund Balance	$50,000

(TCR1)

STAFF REPORT

Item D. 14.

DATE	12/14/2023
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 Agreements with Community Planning Collaborative and authorizing amendment of the 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024 to provide funding for consultant services related to the 2023-2031 Housing Element

SUMMARY AND RECOMMENDATION

In 2022, the City entered into a Contractual Services Agreement (CSA) with Baird + Driskell Community Planning (Consultant) to assist the City with preparing the 2023-2031 Housing Element. In April 2023, the City Council adopted Resolution 11,483, which authorized the execution of Amendment No. 1 to the CSA. The Consultant has made significant progress on their respective scope of services. However, the Consultant did not anticipate the extended amount of time and effort necessary to complete certain tasks. The unanticipated extra time and effort to complete the Housing Element requires a budget augmentation.

Staff recommends that the City Council approve a resolution authorizing the City Manager to execute the second amendment to the Contractual Services Agreements with Community Planning Collaborative (formerly known as Baird + Driskell Community Planning) and authorize an amendment of the 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024 to provide funding for consultant services related to the 2023-2031 Housing Element.

BACKGROUND

The City has relied upon professional consultants to provide services and experience where city staff lacks expertise, 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 service agreements with consultants for on-call professional city planning services, public works construction inspection, and civil engineering development plan review services. These consultant services agreements provide the City with the flexibility to address service and experience needs while efficiently maintaining high customer service levels.

The Community Development Department (CDD) requires technical assistance related to updating the General Plan's Housing Element. The City Council has previously approved a CSA with Baird + Driskell Community Planning to prepare the 2023-2031 Housing Element and related project management services for a not-to-exceed amount of $182,974. In April 2023, the City Council approved Amendment No. 1 to the CSA to increase the not-to-exceed amount to $280,724.00. Earlier this year, Baird + Driskell Community Planning changed their name to Community Planning Collaborative.

Community Planning Collaborative worked with city staff throughout 2022 and 2023 to prepare the Housing Element Update. Key accomplishments include:

- Community outreach and engagement, including preparation of a dedicated Housing Element Update website (www.newarkhousingupdate.org), a city-wide affordable housing survey, community meetings and stakeholder interviews, and preparation of outreach materials (advertising flyers, poster boards, social media postings).
- Technical assistance and coordination of Newark-specific data related to population, demographics, housing needs, market conditions, 2020 Decennial Census data and other sources to produce an Affirmatively Furthering Fair Housing analysis that is a requirement of the Housing Element Update.
- Preparation of Housing Element goals, policies, and quantified objectives.
- Preparation and release of the Draft 2023-2031 Housing Element on February 27, 2023, for a 30-day public review period and to the State of California's Housing and Community Development (HCD), the department responsible for reviewing and ultimately certifying the Housing Element Update, for an initial 90-day review period in April 2023.
- Preparing and distributing subsequent drafts for public and HCD review in August and October 2023.
- Preparing responses to HCD's comments and revising draft documents.
- Coordinating public hearing efforts, including work related to the Planning Commission review and the City Council's adoption of the Housing Element Update in October 2023.

DISCUSSION/ANALYSIS

Although significant progress has been made to the Housing Element Update, an additional budget augmentation to complete the previously identified scope of services is necessary. The budget argumentation is necessary due to the additional time and effort needed to revise the Housing Element Update to respond to extensive comments from HCD. Although city staff and the Consultant submitted a Draft Housing Element Update to HCD in April 2023 that, in staff's opinion, was consistent with all applicable laws and requirements, HCD required specific and numerous revisions, commitments, analysis, and additional housing element programs that HCD states is necessary to achieve full compliance and certification. Over the past seven months, city staff, the Consultant, and HCD representatives have met regularly to revise and improve the Housing Element Update. The extensive project coordination effort, preparation of multiple document revisions, and public input have required more work from the Consultant than was originally anticipated in the CSA and Amendment No. 1. A

$114,134.00 budget argumentation for a total not-to-exceed amount of $394,858.00 is necessary due to the unanticipated work described above.

The results of extra work performed by the consultant include the preparation of a Housing Element Update document that the City Council adopted in October 2023. In addition, HCD staff have indicated that only minor, non-substantive revisions are necessary to achieve full compliance and certification by the end of 2023. The Consultant will continue working on tasks described in the CSA through the end of December 2023 and into January 2024.

FISCAL IMPACT

The total not-to-exceed amount for the Second Amendment to the CSA would be increased by $114,134 for a total not-to-exceed amount of $394,876, as described in Attachment 2.

Staff requests authorization to amend the 2022-2024 Biannual Budget and Capital Improvement Plan to appropriate $114,134 from the Community Development Maintenance Fund (Fund 625) for Amendment No. 2 to the Community Planning Collaborative CSA. The Community Development Maintenance Fund was established by Ordinance No. 441 in 2010 to establish a fee for the development and improvement of properties to recover expenses for updating the General Plan and Zoning Ordinance. The update to the General Plan's Housing Element is consistent with Ordinance No. 441. The April 2022 CSA is provided in Attachment 3.

ENVIRONMENTAL/PLANNING COMMISSION 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 - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Attachment 1 - City Council Resolution

Attachment 2 - Amendment No 2 Agreement

Attachment 3 - Consultant Services Agreement

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AMENDMENT NO.2 TO THE CONTRACTUAL SERVICES AGREEMENT WITH COMMUNITY PLANNING COLLABORATIVE AND AUTHORIZING AMENDMENT OF THE 2022-2024 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2024 TO PROVIDE FUNDING FOR GENERAL PLAN UPDATES RELATED TO THE 2023-2031 HOUSING ELEMENT

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

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

WHEREAS, on April 14, 2022, the City Council of the City of Newark adopted Resolution 11,334, approving a Contractual Service Agreement (the "Agreement") with Baird + Driskell Community Planning to perform work associated with the Project and a budget not-to-exceed $182,974; and

WHEREAS, on April 13, 2023, the City Council of the City of Newark adopted Resolution 11,483 approving Amendment No. 1 to the Agreement in the amount of $97,750 for a total not-to-exceed amount of $280,724; and

WHEREAS, in early 2023, Baird + Driskell Community Planning changed their name to Community Planning Collaborative; and

WHEREAS, Community Planning Collaborative has made substantial progress to complete the scope of services associated with the Project; and

WHEREAS, Community Planning Collaborative has requested a budget amendment in the amount of $114,134 to complete the scope of work described in the Agreement.

WHEREAS, staff recommends amending the 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024 appropriating $114,134 from the Development Maintenance Fund (625) to the Project.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby approves Amendment No. 2 to the Contractual Services Agreement with Community Planning Collaborative to increase the not to exceed amount of the Agreement by $114,134 for a total amount not to exceed $394,858.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to execute Amendment No.2, attached hereto, in a form approved by the City Attorney.

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

BE IT FURTHER RESOLVED that the City Council hereby amends the 2022-2024 Biennial Budget for the Fiscal Year 2024 assigning $114,134 from the Development Maintenance Fund (Fund 625) for the Project as follows:

TO: 625.90.092.920.6220	HOUSING DIVISION PROFESSIONAL SERVICES	$114,134
FR: 625.3000	UNALLOCATED FUND BALANCE	$114,134

SECOND AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND COMMUNITY PLANNING COLLABORATIVE, FORMELY BAIRD + DRISKELL COMMUNITY PLANNING

This Second Amendment to Contractual Services Agreement between the City of Newark, a municipal corporation ("City"), and Community Planning Collaborative, a California S Corporation ("Consultant") (sometimes referred to as "Parties") dated May 26, 2022 (the "Agreement"), is entered into as of _____ ___, 2023 for services related to the preparation of the City of Newark Housing Element Update.

RECITALS

WHEREAS, the Parties executed the Agreement for the provision of professional planning services to update the City's General Plan Housing Element; 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 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 $114,134.00, for a total not to exceed the amount of $394,858.00 (from a previous not to exceed amount of $280,724.00).

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

_____

Joshua Abrams
Principal
Community Planning Collaborative

Dated: _____

Attest:

_____
Sheila Harrington
City Clerk

Approved as to Form:

_____
Kristopher J. Kokotaylo
City Attorney

EXHIBIT 1

PAYMENT

The consultant team will charge for services according to the following hourly rates for an amount not to exceed $394,878.00. This does not include the optional task "Rezoning of Sites"

Baird + Driskell Community Planning Billing Rates

Josh Elsworth, GIS Specialist	$165.00
Bowen Close, Creative Director	$165.00
Community Planning Collaborative Principals	$230.00

Community Planning Collaborative Sub-consultant: Bay Area Economics (BAE)

Paul Peninger an amount not to exceed $82,153.00.

The not to exceed the amount of $394,878.00 includes a contingency amount of $2,483.00.00.

C 22011
R11334

CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS

This Service Agreement (hereinafter "Agreement") is made and entered into this 26TH day of May, 2022 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and, BAIRD + DRISKELL COMMUNITY PLANNING, a California C Corporation ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

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

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

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

NOW, THEREFORE, the Parties hereto agree as follows:

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

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

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

3. COMPENSATION.

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

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

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

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

8. **INFORMATION AND DOCUMENTATION.**

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

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

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

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

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

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

12. **RESERVED.**

13. RESERVED.

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

A. Verification of Coverage.

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

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

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

City reserves the right to require and obtain complete, certified copies of all required insurance policies and endorsements at any time. Failure to exercise this right at any time shall not constitute a waiver of right to exercise later. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. Insurance Services Office Form Number CG 00 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)	**$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:	**$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability:	**$1,000,000** per accident for bodily injury or disease.
4. Errors and Omissions Liability:	**$1,000,000** per occurrence or claim; $2,000,000 aggregate.

D. Deductibles and Self-Insured Retentions.

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

E. Claims Made Policies.

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

F. **Wasting Policies.**

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

G. **Remedies.**

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

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

2. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

3. Terminate this Agreement.

H. **Acceptability of Insurers.**

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

I. **Other Insurance Provisions.**

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

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

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

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

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

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

6. Subconsultants. Consultant shall include all subconsultants as insureds under its policies or shall require and verify separate certificates and endorsements have been obtained for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

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

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 14 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

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

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

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

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

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

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

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

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

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

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

18. TERM/TERMINATION.

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

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

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

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

BAIRD + DRISKELL COMMUNITY PLANNING	**CITY OF NEWARK**
JOSHUA ABRAMS, PRINCIPAL **Consultant**	STEVEN TURNER **Administrator**
Address: 2635 Benvenue Street Berkeley, CA 94704	City of Newark Attn: Steven Turner 37101 Newark Boulevard Newark, CA 94560

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF NEWARK,

a municipal corporation

By _____
City of Newark

Date 5-25-22

Baird + Driskell Community Planning
a California C Corporation

By _____
Consultant

Date 5/19/22

Joshua Abrams
Printed Name

Attest:

Sheila Harrington
City Clerk

Date 5/26/2022

Approved as to form:

_____
City Attorney

Date 5/24/22

EXHIBIT A

SCOPE OF SERVICES

Project Management and Coordination

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

Community Outreach and Engagement

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

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

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

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

Up to two (2) community workshops to be held via zoom or in person.
Up to three (3) stakeholder focus groups for the development community, neighborhood groups, community-based organizations, and others.
Up to two (2) Planning Commission and (2) City Council presentations.

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

Review Existing Housing Element

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

Housing and Special Housing Needs

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

Housing Constraints

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

Sites Inventory

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

Optional Task: Rezoning

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

Goals, Policies, Programs and Quantified Objectives

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

Draft Housing Element and Public Hearings

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

Final Draft Hearings, Final Adoption and Certification

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

Newark Housing Element Update Budget

	Hours by Staff Person				
	PP	KW	NHA	Total	$
Task 1: Project Management	60	20	60	140	$24,200
Task 2: Community Engagement	60	20	80	160	$27,200
Task 3: Review Existing Housing Element	40	-	40	80	$13,900
Task 4: Housing Needs	24	-	60	84	$13,680
Task 5: Housing Constraints	24	16	60	60	$16,480
Task 6: Sites Inventory	60	40	60	160	$27,700
Task 7: Goals, Policies	60	20	-	80	$15,200
Task 8: Draft and Public Hearings	32	24	24	80	$14,040
Task 9: Final Hearings, Adoption and Certification	32	24	24	80	$14,040
TOTAL	*392*	*164*	*408*	*924*	*$166,340*
Contingency (10%)					$16,634
Optional Task: Rezoning of Sites					$90,000

Billing Rates

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

EXHIBIT B

PAYMENT

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

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

EXHIBIT C

QUALIFICATIONS

About Us

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

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

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

Broad and Deep Expertise

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

Meaningful Engagement

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

Focused on Outcomes

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

Consistently Collaborative

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

Responsive and Nimble

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

Commitment of Senior Staff

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

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

Experience Providing Similar Services

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

Regional and State Agency Engagement and Collaboration

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

Inclusionary Housing

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

Renter Protections

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

Retention of Existing, Naturally Affordable Housing Within our Community

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

Housing Impact Fee Program Design and Implantation

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

Resumes

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

Joshua Abrams
Principal

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

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

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

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

Education

Master of City and Regional Planning, Cornell University

Bachelor of Arts, Biology and Environmental Studies, Carleton College

Professional Experience

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

Professional Memberships

American Planning Association

David Driskell
Principal

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

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

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

Seattle. In these capacities he has led and managed projects on a wide range of issues, including affordable housing, land use and zoning, equitable development, climate action and resilience,

energy systems, development review, transit-oriented development, long range planning and organizational change.

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

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

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

Education

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

Professional Memberships

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

Paul Peninger
Principal

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

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

intersections between economic feasibility, planning and sustainable development.

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

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

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

Education

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

Professional Experience

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

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

Co-Policy Director, NPH, San Francisco, CA

Program Officer, Local Initiatives Support Corporation, Oakland, CA

Professional Memberships

American Planning Association

STAFF REPORT

Item D. 15.

DATE	12/14/2023
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Adopt a resolution approving reappointment of Eric Hentschke to the Alameda County Mosquito Abatement District

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The Alameda County Mosquito Abatement District works to improve the health and comfort of Alameda County residents by controlling mosquitoes and limiting the transmission of mosquito-borne diseases. The District is governed by a Board of Trustees consisting of fourteen members. One trustee is appointed by the city council for each of the thirteen incorporated cities within the District and the Board of Supervisors of Alameda County appoints one trustee representing the County-at-large. The Board of Trustees determine the general policies to be followed, employs the District manager, approves the annual budget, and controls the expenditures. Each fiscal year, the Board determines the rates of the special tax and benefit assessment that will be levied upon property owners.

Eric Hentschke was originally appointed to serve as Newark's representative to the Alameda County Mosquito Abatement District in 2016. Mr. Hentschke was subsequently reappointed to another 4 year term that will expire on January 31, 2024. Mr. Hentschke has requested a four-year reappointment, which Mayor Hannon has approved.

City staff recommends that the City Council, by resolution, approve the Mayor's reappointment of Eric Hentschke to the Alameda County Mosquito Abatement District.

Attachments

Resolution

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING THE REAPPOINTMENT OF ERIC HENTSCHKE TO THE ALAMEDA COUNTY MOSQUITO ABATEMENT DISTRICT

WHEREAS, Eric Hentschke's term on the Alameda County Mosquito Abatement District expires in January; and

WHEREAS, Eric Hentschke has requested a four year reappointment to serve as the City of Newark's representative on the Alameda County Mosquito Abatement District;

WHEREAS, the Mayor of the City of Newark has reappointed Eric Hentschke to the Alameda County Mosquito Abatement District for a term expiring on January 31, 2028;

NOW, THEREFORE, BE IT RESOLVED that said reappointment is hereby approved by the City Council of the City of Newark.

Shr

STAFF REPORT

Item E. 1.

DATE	12/14/2023
TO	Honorable Mayor and City Council Members
FROM	Steven Turner, Community Development Director
SUBJECT	Public Hearing to consider introducing an ordinance adding Chapter 17.15 to the Newark Municipal Code to establish the By Right Housing (-BRH) Overlay District, amending the Newark Zoning Map by applying the -BRH Overlay District to specific parcels, and making related miscellaneous amendments to Title 17, Zoning, of the Newark Municipal Code

SUMMARY AND RECOMMENDATION

State law requires that cities and counties update their General Plan Housing Element every eight years. Staff prepared an update to the Housing Element of the General Plan to affirmatively further fair housing and accommodate the City's 1,874-unit Regional Housing Needs Allocation (RHNA) for the Sixth Cycle 2023-2031 Housing Element cycle (the Housing Element Update). At their regular meeting on October 24, 2023, the Planning Commission held a public hearing and adopted a resolution recommending that the City Council adopt the Housing Element Update and Safety Element.

At their regular meeting on October 26, 2023, the City Council held a public hearing and considered the Planning Commission’s resolution recommending that the City Council adopt the Housing Element Update and the Safety Element. The City Council voted unanimously to approve the Planning Commission’s recommendation and adopt the Housing Element Update. The Housing Element update identified sites that could be developed with housing. Some of these sites were "reused" sites from prior housing elements. State law provides that these "reused" sites be rezoned to allow residential uses "by right" without discretionary review if the project complies with objective standards and at least 20% of the residential units are designated as affordable to lower-income households. The "reused" sites are identified in the Housing Element Update in the proposed ordinance. The amendments to the municipal code to create a By Right Housing Overlay District and other miscellaneous amendments are also provided in the proposed ordinance.

Staff recommends that the City Council adopt an ordinance adding Chapter 17.15 to the Newark Municipal Code to establish the By Right Housing (-BRH) Overlay District, amending the Newark Zoning Map by applying the -BRH Overlay District to specific

parcels and making related miscellaneous amendments to Title 17, Zoning, of the Newark Municipal Code.

BACKGROUND

Government Code Sections 65580, et seq. regulate the use and requirements of housing elements in California. State law requires that cities and counties update their General Plan Housing Element every eight years. State law further requires the current update for jurisdictions in the Association of Bay Area Governments (ABAG) region, which includes the City of Newark, to comply by January 31, 2023.

Staff prepared an update to the Housing Element of the General Plan to affirmatively further fair housing and accommodate the City's 1,874-unit Regional Housing Needs Allocation (RHNA) for the Sixth Cycle 2023-2031 Housing Element cycle (the Housing Element Update). The content of the Housing Element Update is structured for consistency with the requirements set forth in state law. In addition to responding to state law requirements, the Housing Element Update also demonstrates the City's strategy to meet the City's locally determined housing needs and how these needs are addressed through policies and programs outlined within the Housing Element Update. Public review and input have been a critical component of the preparation of the Housing Element Update.

At its regular meeting on October 24, 2023, the Planning Commission held a public hearing and considered a staff recommendation and resolution to the City Council for the adoption of the Housing Element Update, as well as an update to the City's General Plan Natural Hazards Element, to be known as the Safety Element. The Planning Commission voted unanimously (4-0-0-1, Commissioner Fitts absent) to approve the staff recommendation and adopt the resolution that was forwarded to the City Council.

At its regular meeting on October 26, 2023, the City Council held a public hearing and considered the Planning Commission's resolution recommending that the City Council adopt the Housing Element Update and the Safety Element. The City Council voted unanimously to adopt the Housing Element Update and the Safety Element.

The Housing Element Update contains specifically identified vacant and non-vacant sites (Housing Element Update, Table C-1) that are anticipated to be developed with residential units during the 2023-2031 planning period. Table C-1 includes sites identified in earlier housing element cycles, including the Fourth Cycle (2009-2014) and Fifth Cycle (2015-2023). Specific sites from these previous cycles were included in the Sixth Cycle because of two potential reasons: 1. Residential projects had been previously approved on these sites, and construction of the units is expected to be completed during the Sixth Cycle; or 2. Residential projects have not been developed, proposed, or have existing valid residential development entitlements but are suitable for development during the Sixth Cycle.

Government Code Section 65583.2(c) provides that if a nonvacant site identified in the Fifth Cycle Housing Element, or a vacant site identified in both the Fourth Cycle Housing Element and the Fifth Cycle Housing Element, was not developed with a

residential use, that site may only be included in the Sixth Cycle Housing Element if the City rezones the site within a specified period of time to allow residential use by right for housing developments in which at least 20% of the units are affordable to lower-income households. For these housing developments, the City cannot require discretionary entitlements prior to approval of eligible residential projects, but instead, must approve these projects ministerially.

DISCUSSION/ANALYSIS

The adopted Housing Element contains a policy (Policy H3.1) that communicates the City's intent to amend the Zoning Ordinance to allow ministerial approval of eligible residential projects on specific sites that are reused from the Fourth and Fifth Cycle housing elements:

POLICY H3.1: Allow By-Right Approval of Projects with 20 Percent Affordable Units on "Reused" Sites. Pursuant to AB 1397, amend the Zoning Ordinance to require by-right approval of housing development that includes 20 percent of the units as housing affordable to lower-income households on sites being used to meet the 6th Cycle RHNA that represent "reuse sites" previously identified in the 4th and 5th Cycles Housing Element, and on sites that are subject to a text amendment to accommodate the lower-income RHNA.

Applicable Sites

Consistent with State law, reused Fourth and Fifth Cycle eligible sites include those vacant and non-vacant sites that meet the following criteria:

- Allow residential densities of 20 dwelling units per acre; and
- Can accommodate at least 16 units

The Housing Element Update identifies 26 eligible parcels comprising ten Housing Element Update sites that meet the above criteria (Program H3.6, Table 6-2). The Assessor Parcel Numbers and addresses are identified in Attachment A, Exhibit C, and shown on a map provided in Attachment B.

Qualifying Development

In order for "by-right" development to apply, residential development projects must:

- Set aside a minimum of 20 percent of the total units proposed as affordable to lower-income households, consistent with applicable requirements in state law and subject to the provisions of Newark Municipal Code 17.18.060 (Affordable Housing Program, Standards for alternatives to payment of housing impact fee).
- Comply with all applicable objective standards and criteria of the zone district where the site is located.

Qualifying residential projects on the identified sites that meet the required criteria, provide a minimum of 20 percent of the units as affordable to lower-income households, and comply with all objective standards would be allowed ministerially "by right" and not require discretionary review. These projects are still subject to Design Review, except that such Design Review is ministerial. A qualifying residential project subject to ministerial review is not considered a "Project" under the California Environmental Quality Act.

Zoning Ordinance Amendments
To implement Policy H3.1, staff is recommending the following amendments to the Newark Municipal Code, Title 17 (Zoning):

- Section 17.03.010 (Districts established): modify Table 17.03.010: Base and Overlay Zoning Districts to include By-Right Housing (-BRH) as an Overlay District, and
- New Chapter 17.15 – By-Right Housing (-BRH) Overlay District, including Sections 17.15.010 (Purpose), 17.15.020 (Applicability), 17.15.030 (Permitted Uses), and 17.15.040 (Procedures).

The specific Zoning amendments, as summarized above in the “Applicable Sites” and “Qualifying Development” sections above, are provided in Attachment A, Exhibit B.

Sites Rezoned with the -BRH Overlay District
Staff recommends amendments to the Newark Zoning Map by applying the By-Right Housing (-BRH) Overlay District to specific parcels identified in Attachment A, Exhibit C (and provided below in Table 1) into the -BRH Overlay District.

92-30-17-2	6765 THORNTON AVE
92-30-14-3	6717 THORNTON AVE
92-30-16-2	6749 THORNTON AVE
92-30-18-4	6781 THORNTON AVE
92-30-15-2	6733 THORNTON AVE
92-31-16-2	6825 THORNTON AVE
92-31-15	36965 OLIVE ST
92A-900-1-2	36601 NEWARK BLVD
92-29-20-2	36976 MULBERRY ST
92-29-16-2	6537 THORNTON AVE
92-29-19-2	6625 THORNTON AVE
92-29-18-2	6609 THORNTON AVE
92-51-5-3	6716 THORNTON AVE
92-29-17-2	6553 THORNTON AVE
92-29-13	36937 CHERRY ST
92A-2125-17	37900 CEDAR BLVD
92A-2125-11-2	37750 TIMBER ST
92A-2125-13	37640 CEDAR BLVD
92A-2585-32	5545 CEDAR CT
92-50-13	37053 CHERRY ST
92-255-11	37200 SYCAMORE ST
92A-2375-32	38290 CEDAR BLVD

92-131-3	37257 FILBERT ST
92-131-2-4	37243 FILBERT ST
92-131-1-9	FILBERT ST

Findings of Fact
As provided in Section 17.39.080 (Criteria for zoning amendments), the Planning Commission shall not recommend, and the City Council shall not approve amendments to Title 17 unless the proposed amendments meet the following criteria:

1. The amendment is consistent with the general plan;
2. Any change in district boundaries is necessary to achieve the balance of land uses desired by the city, consistent with the general plan, and to increase the inventory of land within a given zoning district; and
3. The amendment will promote the growth of the city in an orderly manner and to promote and protect the public health, safety, peace, comfort and general welfare.

The Findings of Fact applicable to the requested actions are provided in Attachment A, Exhibit A.

Public Notice
Notice of this public hearing with the recommended Zoning amendments was published in the Tri-City Voice on Tuesday, November 28, 2023. Mailed notices were sent to property owners of sites within 500 feet of each parcel to receive the -BRH Overlay District. A mailed notice, with an explanation of the Zoning amendments and the overlay district, was also provided to each property owner with sites that would be rezoned.

FISCAL IMPACT
Adoption of the recommended action would not result in any fiscal impacts to the City in that the action does not provide entitlements for any land use development projects that would result in additional City services or expenditures.

ENVIRONMENTAL/PLANNING COMMISSION REVIEW
The requested actions are exempt from further environmental review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15061(b)(3) since the proposed amendments to the Zoning Code and Zoning Map have no potential for causing a significant effect on the environment. The proposed changes to the Zoning Code and Zoning Map do not provide entitlements for any land use development projects, nor do they change the allowed uses of land or the intensity of any previously authorized use of land. Therefore, it can be seen with certainty that adoption of the proposed Zoning Code and Zoning Map amendments will have no significant effect on the environment.

Planning Commission Review
At their regular meeting on November 14, 2023, the Planning Commission held a noticed public hearing to consider a resolution recommending that the City Council adopt amendments to Title 17 for the Project. The Planning Commission voted to adopt

Resolution 2009 (5-0).

REVIEW AND APPROVAL

Prepared by - Steven Turner, Community Development Director
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Attachment 1 - City Council Ordinance

Exhibit A - Findings of Fact

Exhibit B - Municipal Code Amendments

Exhibit C -Parcels to be Rezoned

Exhibit D - Map

Presentation

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWARK ADDING CHAPTER 17.15 TO THE NEWARK MUNICIPAL CODE TO ESTABLISH THE BY RIGHT HOUSING (-BRH) OVERLAY DISTRICT, REZONING CERTAIN PROPERTY INTO THE -BRH OVERLAY DISTRICT AND MAKING RELATED MISCELLANEOUS AMENDMENTS TO TITLE 17, ZONING, OF THE NEWARK MUNICIPAL CODE.

WHEREAS, The City Council of the City of Newark adopted Resolution No. 9684 adopting a Housing Element Update for the 4th Cycle period between 2009 and 2014 (the 4th Cycle Housing Element), which identified housing sites that would accommodate the City's Regional Housing Needs Allocation (RHNA); and

WHEREAS, The City Council of the City of Newark adopted Resolution No. 10361 approving the amendment to the General Plan by replacing the Housing Element with the Housing Element Update 2015 (for the period between 2015 and 2023), which identified housing sites that would accommodate the City's Regional Housing Needs Allocation (RHNA); and

WHEREAS, the California Legislature has found that "California has a housing supply and affordability crisis of historic proportions. The consequences of failing to effectively and aggressively confront this crisis are hurting millions of Californians, robbing future generations of the chance to call California home, stifling economic opportunities for workers and businesses, worsening poverty and homelessness, and undermining the state's environmental and climate objectives" (Gov. Code Section 65589.5); and

WHEREAS, State Housing Element Law (Government Code Sections 65580 et seq.) requires that the City Council adopt a Housing Element for the eight-year period 2023-2031 to accommodate the City of Newark's (City) RHNA of 1,874 housing units, comprised of 464 very-low-income units, 268 low-income units, 318 moderate-income units, and 824 above moderate-income units; and

WHEREAS, to comply with State Housing Element Law, the City has prepared the 2023-2031 Housing Element (the Housing Element) in compliance with State Housing Element Law which establishes the framework for housing goals, policies, and programs and has identified sites that can accommodate housing units meeting the City's RHNA; and

WHEREAS, on October 24, 2023, the Planning Commission adopted Resolution No. 2009, recommended that the City Council adopt a general plan amendment to repeal the Fifth Cycle Housing Element for the period of 2015-2023 and adopt the Housing Element of the General Plan

for the Period of 2023-2031 and adopt the Safety Element of the General Plan, in compliance with State Housing Element Law; and

WHEREAS, on October 26, 2023, the City Council adopted Resolution No. 11,575, adopting a general plan amendment to repeal the Fifth Cycle Housing Element for the period of 2015-2023 and adopt the Housing Element of the General Plan for the Period of 2023-2031 and adopt the Safety Element of the General Plan, in compliance with State Housing Element Law; and

WHEREAS, certain housing sites identified in the Housing Element Update 2015 were not developed with residential uses during the period between 2015-2022 and it is the City's desire to "carry over" these certain sites to the Housing Element 2023-2031 to be used as sites that can accommodate housing units meeting the City's RHNA.

WHEREAS, Government Code Section 65583.2(c) provides that if a nonvacant site identified in the Housing Element Update 2015, or a vacant site identified in both the both the 4th Cycle Housing Element and Housing Element Update 2015, was not developed with a residential use, that site may only be included in the Housing Element if the City rezones the site within a specified period of time to allow residential use by right for housing developments in which at least 20% of the units are affordable to lower income households; and

WHEREAS, the Housing Element includes26 sites that would be carried over from the Housing Element Update 2015 and identified as sites to accommodate the City's RHNA.

WHEREAS, the identified carry-over sites are capable to be developed with residential uses having densities of at least 20 units per acre; and

WHEREAS, the City desires to amend the Zoning Code by adding Chapter 17.15, By Right Housing (-BRH) Overlay District, to implement the Housing Element and more specifically identify the applicability standards for residential development that may be developed by-right without discretionary review; and

WHEREAS, the City also desires to amend the Newark Zoning Map by applying the By Right Housing (-BRH) Overlay District to specific parcels throughout the City and making other miscellaneous related changes; and

WHEREAS, the adoption of Chapter 17.15, By Right Housing (-BRH) Overlay District and an amendment of the Newark Zoning Map, and other miscellaneous related changes are collectively referred to as the "Project"; and

WHEREAS, a staff report dated November 14, 2023, and incorporated herein by reference, described and analyzed the Project for the Planning Commission; and

WHEREAS, on November 14, 2023, the Planning Commission reviewed the staff report at a noticed public hearing on the Project, at which time all interested parties had the opportunity to be heard; and

WHEREAS, following the public hearing, the Planning Commission considered the staff recommendation as provided in the staff report, adopted Resolution 2009 incorporated herein by reference, and transmitted the resolution to the City Council; and

WHEREAS, a staff report dated December 14, 2023, and incorporated herein by reference described and analyzed the Project for City Council; and

WHEREAS, on December 14, 2023, the City Council reviewed the staff report at a duly noticed public hearing on the Project, at which time all interested parties had the opportunity to be heard; and

WHEREAS, pursuant to Newark Municipal Code section 17.31.060 and pursuant to State law, the City published a public hearing notice in The Tri City Voice on November 28, 2023 and mailed as required for a public hearing before the City Council at 7:00 p.m. on December 14, 2023; and

WHEREAS, the City Council fully considered the Project at the public hearing; and

WHEREAS, the City Council finds that the Project meets the requisite findings of fact necessary for approval as further explained in the staff report and the recommended findings of fact and determinations associated with this Ordinance, as identified in "Exhibit A" attached to this Ordinance; and

WHEREAS, the location and custodian of the Project application and other documents that constitute a record of proceedings for the Project is the City of Newark, 37101 Newark Blvd., Newark, CA 94560; and

WHEREAS, the City's General Plan, Zoning Code, and Municipal Code are incorporated herein by reference, and are available for review at City Hall during normal business hours and on the City's website.

NOW, THEREFORE, the City Council of the City of Newark does ordain as follows:

Section 1. That the forgoing recitals are true and correct and made part of this Ordinance.

Section 2.The Project is exempt from further environmental review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) since the proposed amendments to the Zoning Code and Zoning Map have no potential for causing a significant effect on the environment. The proposed changes to the Zoning Code and Zoning Map do not provide entitlements for any land use development projects, nor do they change the allowed uses of land or the intensity of any previously authorized use of land. Therefore, it can be seen with certainty that adoption of the proposed Zoning Code and Zoning Map amendments will have no significant effect of the environment.

Section 3: Pursuant to NMC Sections 17.39.070 and 17.39.080, the City Council of the City of Newark does hereby make the findings of fact and determinations required by the City of Newark Municipal Code as further explained in the staff report and set forth in "Exhibit A" attached hereto and incorporated herein by this reference.

Section 4: Title 17. Zoning, of the Newark Municipal Code is hereby amended to add Chapter 17.15, By Right Housing (-BRH) Overlay District, and to make other miscellaneous regulated changes as identified in "Exhibit B", attached hereto and incorporated herein by reference.

Section 5: The City Council hereby approves an amendment to the Newark General Plan land use and Zoning Map by applying the By Right Housing (-BRH) Overlay District to specific parcels, as identified in "Exhibits C & D", attached hereto and incorporated herein by reference.

Section 6: If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Newark hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof is declared invalid or unenforceable.

Section 7: Effective Date. This ordinance shall take effect thirty (30) days from the date of its passage. Before expiration of fifteen (15) days after its passage, this ordinance shall be published in The Tri-City Voice, a newspaper of general circulation published and printed in the County of Alameda and circulated in the City of Newark.

Exhibit A

Findings of Fact

Pursuant to Newark Municipal Code Sections 17.39.0760 and 17.39.080, the City Council of the City of Newark does hereby make the findings of fact and determinations required by the City of Newark Municipal Code.

The City Council shall not approve a zoning amendment unless the proposed amendment meets the following criteria:

A. The amendment is consistent with the general plan, in that on October 26, 2023, the City Council of the City of Newark adopted Resolution No. 11,575, adopting a general plan amendment to repeal the Fifth Cycle Housing Element for the period of 2015-2023 and adopt the Housing Element of the General Plan for the Period of 2023-2031 and adopt the Safety Element of the General Plan, in compliance with State Housing Element Law. The 2023-2031 Housing Element contains the following policy related to the recommended action:

> *POLICY H3.1: Allow By-Right Approval of Projects with 20 Percent Affordable Units on "Reused" Sites. Pursuant to AB 1397, amend the Zoning Ordinance to require by-right approval of housing development that includes 20 percent of the units as housing affordable to lower-income households, on sites being used to meet the 6th Cycle RHNA that represent "reuse sites" previously identified in the 4th and 5th Cycles Housing Element, and on sites that are subject to a text amendment to accommodate the lower-income RHNA.*

B. Any change in district boundaries is necessary to achieve the balance of land uses desired by the city, consistent with the general plan, and to increase the inventory of land within a given zoning district. There are no changes to district boundaries proposed as part of the action.

C. The amendment will promote the growth of the city in an orderly manner and to promote and protect the public health, safety, peace, comfort and general welfare, in that the proposed action is necessary to comply with State law and may result in the production of additional housing that is affordable to lower-income households throughout the community.

Exhibit B

Amendments to Title 17 of the City of Newark Municipal Code

Additions to Title 17 are shown in redline

Chapter 17 ZONING ORDINANCE

17.03.010 - Districts established.

The city shall be classified into districts or zones, the designation and regulation of which are set forth in this title and as follows:

A. Base Zoning Districts. Base zoning districts into which the city is divided are established as shown in Table 17.03.010, Base and Overlay Zoning Districts.

B. Overlay Zoning Districts. Overlay zoning districts, one or more of which may be combined with a base district, are established as shown in Table 17.03.010, Base and Overlay Zoning Districts.

TABLE 17.03.010: BASE AND OVERLAY ZONING DISTRICTS		
Zoning District Symbol	Zoning District Name	General Plan Land Use Designation Implemented by Zoning District
Residential Districts		
RS	Residential Single Family	Low Density Residential
RL	Residential Low Density	Low-Medium Density Residential
RM	Residential Medium Density	Medium Density Residential
RH	Residential High Density	High Density Residential
Commercial and Mixed Use Districts		
NC	Neighborhood Commercial	Neighborhood Commercial
CMU	Commercial Mixed Use	Commercial Mixed Use
CR	Commercial Retail	Community Commercial
CC	Community Commercial	Community Commercial
RC	Regional Commercial	Regional Commercial
Employment Districts		
PO	Professional Office	Office Commercial
BTP	Business and Technology Park	Special Industrial
LI	Limited Industrial	Limited Industrial
GI	General Industrial	General Industrial

Public and Semi-Public Districts		
PF	Public Facilities	Public-Institutional
TS	Transit Station	Public-Institutional
PK	Park	Parks and Recreation Facilities
OS	Open Space	Conservation-Open Space
Resource Production District		
RP	Resource Production	Salt Harvesting, Refining, and Production
Overlay District		
-FBC	Form Based Code	Not Applicable
-PD	Planned Development	Not Applicable
-OT	Old Town	Not Applicable
-BRH	By-Right Housing	Not Applicable

Chapter 17.15 – BY-RIGHT HOUSING (-BRH) OVERLAY DISTRICT

17.15.010 - Purpose.
This overlay district provides supplementary land use, affordable housing requirements, and review procedures for base districts located within the City of Newark. The overlay district implements requirements of state law regarding streamlined review procedures for residential projects identified in the city's adopted General Plan Housing Element that have been "carried over" from previously adopted housing elements. This district does not modify permitted uses, nor does it restrict property owners from developing projects consistent with the requirements provided in this Title for the base or underlying zone district.

17.15.020 - Applicability.
The standards and regulations of this chapter apply to the planning area designated with the -BRH extension on the Zoning Map. Except as provided in this chapter, all new structures and development, as well as alterations to existing structures, shall comply with the requirements of the base zoning district.

17.15.030 – Permitted Uses.
Any use permitted in the underlying District that is combined with an -BRH Overlay District shall be allowed subject to the procedures of the underlying District, as modified by the -AH district.

17.15.040 – Procedures.

A. Residential Uses Allowed By-Right. Residential projects that comply with all applicable objective standards and criteria of the underlying District, include a minimum of 20 dwelling units per acre, and provide 20 percent of the units in the project as affordable to lower-income households do not require discretionary review under this Title. Lower-income shall have the same meaning as in Health and Safety Code section 50079.5. Qualifying projects are still subject to Design Review, except that such Design Review

shall be ministerial, notwithstanding anything in NMC Chapter 17.35 to the contrary.

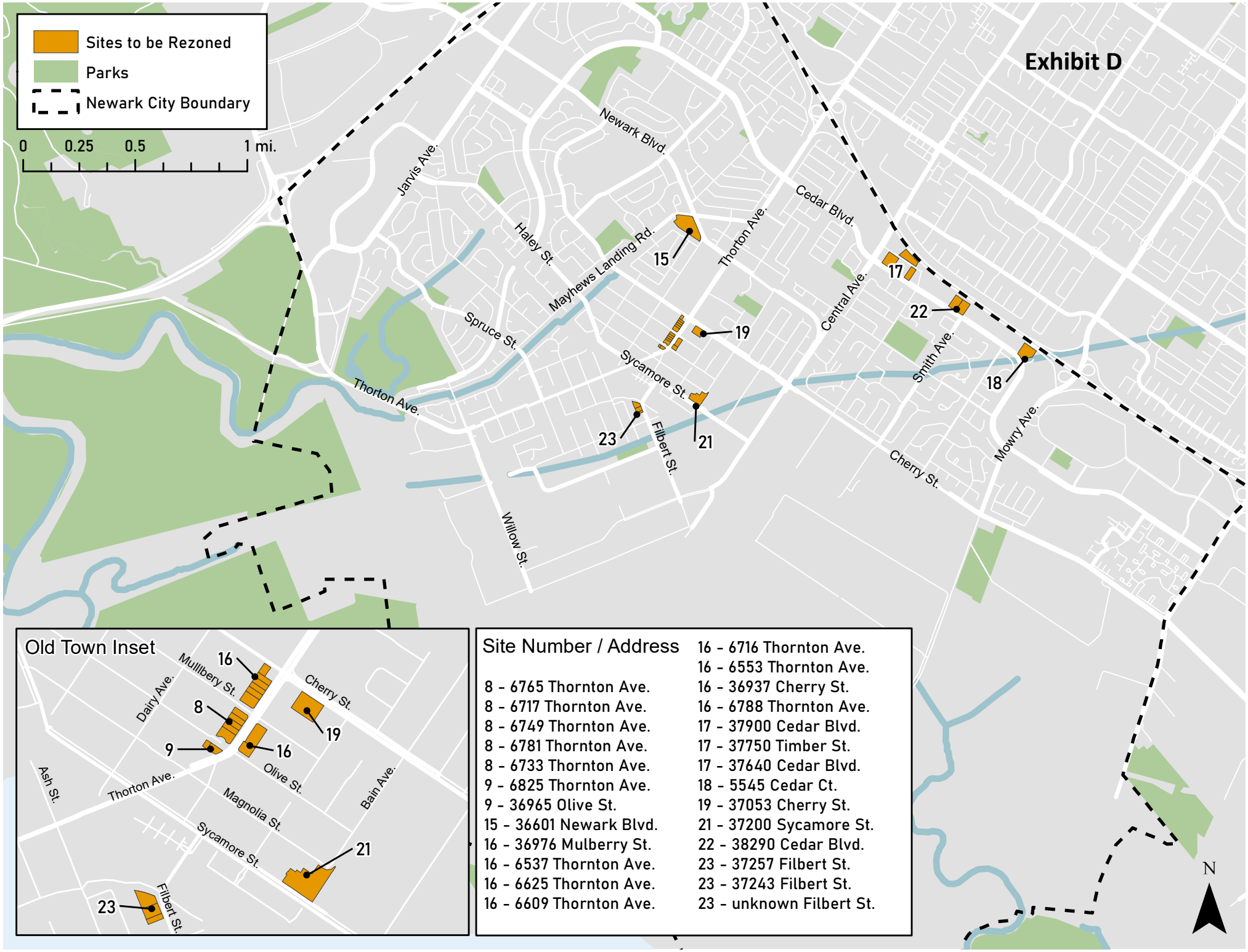
B. Requirements for Affordable Units. The developer of a residential project under this chapter shall comply with the provisions of NMC 17.18.060 for the residential units designated as affordable to lower-income households, consistent with applicable requirements in state law. Where the requirements of state law conflict with the requirements of this Title, state law shall prevail.

Exhibit C

Parcels to be Rezoned with the By Right Housing (-BRH) Overlay District

92-30-17-2	6765 THORNTON AVE NEWARK 94560
92-30-14-3	6717 THORNTON AVE NEWARK 94560
92-30-16-2	6749 THORNTON AVE NEWARK 94560
92-30-18-4	6781 THORNTON AVE NEWARK 94560
92-30-15-2	6733 THORNTON AVE NEWARK 94560
92-31-16-2	6825 THORNTON AVE NEWARK 94560
92-31-15	36965 OLIVE ST NEWARK 94560
92A-900-1-2	36601 NEWARK BLVD NEWARK 94560
92-29-20-2	36976 MULBERRY ST NEWARK 94560
92-29-16-2	6537 THORNTON AVE NEWARK 94560
92-29-19-2	6625 THORNTON AVE NEWARK 94560
92-29-18-2	6609 THORNTON AVE NEWARK 94560
92-51-5-3	6716 THORNTON AVE NEWARK 94560
92-29-17-2	6553 THORNTON AVE NEWARK 94560
92-29-13	36937 CHERRY ST NEWARK 94560
92-51-2-3	6788 THORNTON AVE NEWARK 94560
92A-2125-17	37900 CEDAR BLVD NEWARK 94560
92A-2125-11-2	37750 TIMBER ST NEWARK 94560
92A-2125-13	37640 CEDAR BLVD NEWARK 94560
92A-2585-32	5545 CEDAR CT NEWARK 94560
92-50-13	37053 CHERRY ST NEWARK 94560
92-255-11	37200 SYCAMORE ST NEWARK 94560
92A-2375-32	38290 CEDAR BLVD NEWARK 94560
92-131-3	37257 FILBERT ST NEWARK 94560
92-131-2-4	37243 FILBERT ST NEWARK 94560
92-131-1-9	FILBERT ST NEWARK 94560

Exhibit D



Site Number / Address

8 - 6765 Thornton Ave.
8 - 6717 Thornton Ave.
8 - 6749 Thornton Ave.
8 - 6781 Thornton Ave.
8 - 6733 Thornton Ave.
9 - 6825 Thornton Ave.
9 - 36965 Olive St.
15 - 36601 Newark Blvd.
16 - 36976 Mulberry St.
16 - 6537 Thornton Ave.
16 - 6625 Thornton Ave.
16 - 6609 Thornton Ave.
16 - 6716 Thornton Ave.
16 - 6553 Thornton Ave.
16 - 36937 Cherry St.
16 - 6788 Thornton Ave.
17 - 37900 Cedar Blvd.
17 - 37750 Timber St.
17 - 37640 Cedar Blvd.
18 - 5545 Cedar Ct.
19 - 37053 Cherry St.
21 - 37200 Sycamore St.
22 - 38290 Cedar Blvd.
23 - 37257 Filbert St.
23 - 37243 Filbert St.
23 - unknown Filbert St.

By-Right Housing Overlay District and Parcel Rezoning

City of Newark City Council Meeting

December 14, 2023

Agenda

1. 2023-2031 Housing Element Overview
   - Regional Housing Needs Allocation
   - “Carry Over” housing sites from previous housing elements
   - State requirements for rezoning
2. By-Right Housing Overlay Zoning District
   - Applicable sites and qualifying residential development
3. Zoning Ordinance Amendments
4. Sites proposed for rezoning
5. Findings/Notice/Environmental Review
6. Planning Commission and Staff Recommendation

2023-2031 Housing Element Overview

- A plan for the housing needed in a community
- Cities create rules and policies for where housing should go and how housing is developed
- Includes housing goals, policies, and programs
- Emphasis on housing production targets (RHNA)
- Updated every 8 years
- The Housing Element is the only part of the General Plan that must be reviewed and approved by the State

2023-2031 Housing Element Overview

- Draft 2023-2031 prepared for public review
- Planning Commission Review: October 24, 2023
- City Council Review: October 26, 2023
- California's Department of Housing and Community Development review
- Certification expected end of December 2023

Regional Housing Needs Allocation: Where does it come from?

State of California → Region share (ABAG/MTC) **441,176** housing units

Region (ABAG/MTC) → Jurisdiction share (Newark) **1,874** housing units

Government Code for "Re-Used" Sites: Section 65583.2

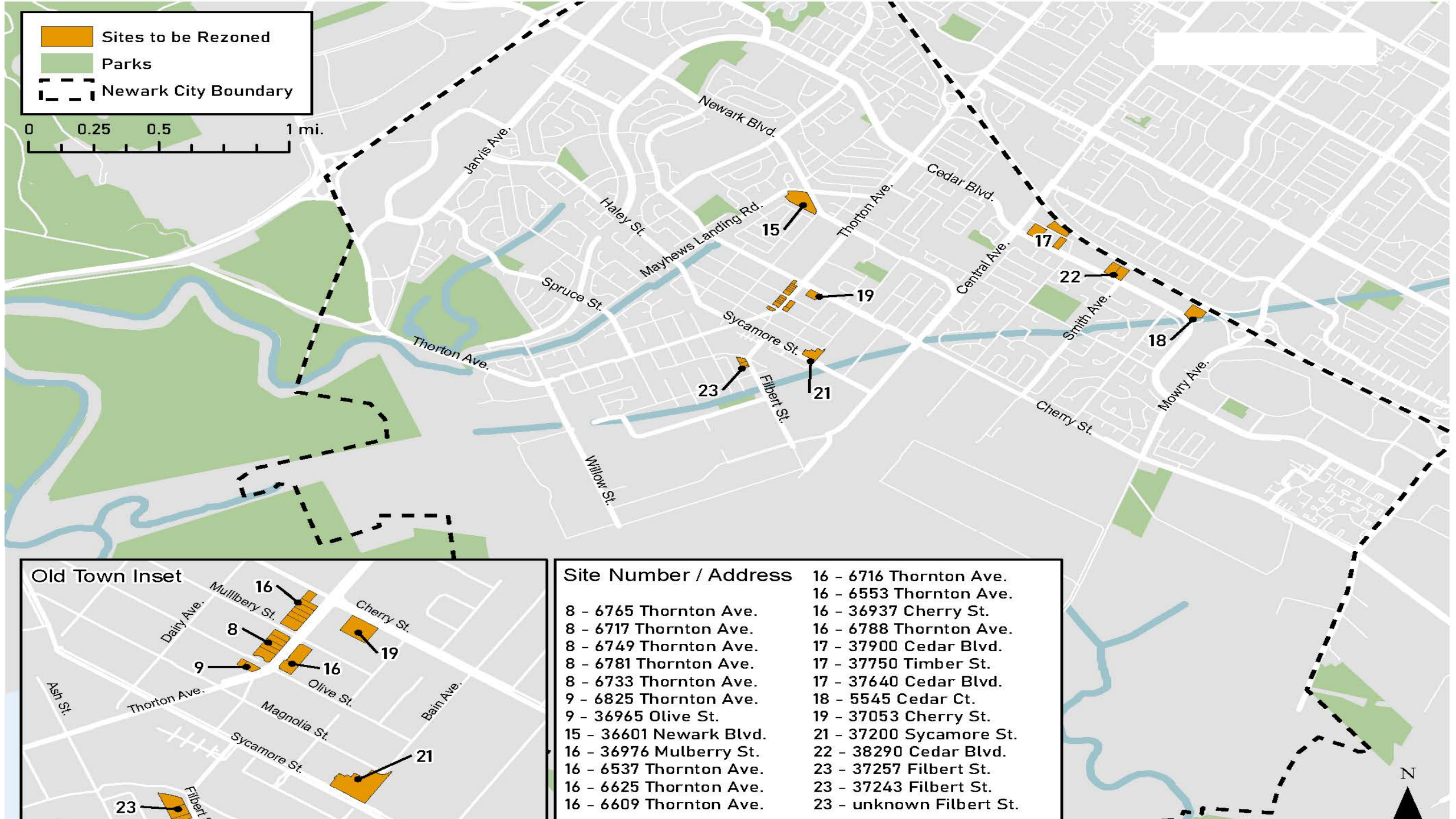
- State law requires cities to rezone "reused" sites as "by right" sites
- City may include applicable "re-used" sites from previous housing elements in the 2023-2031 Housing Element
- Must allow residential uses and qualifying developments "by right"
- Rezoning must occur within one year of the State's statutory Housing Element adoption deadline (January 31, 2023)

Applicable Sites

- Sites must allow residential densities of 20 dwelling units per acre
- Sites must be large enough to accommodate a minimum of 16 units

The list of applicable Housing Element sites is provided in Attachment 1 to the staff report

- **All of the identified sites allow residential as a permitted use**


Sites to be Rezoned
Parks
Newark City Boundary
0
0.25
0.5
1 mi.
Newark Blvd.
Jarvis Ave.
Haley St.
Mayhews Landing Rd.
Thorton Ave.
Cedar Blvd.
Central Ave.
Spruce St.
Sycamore St.
Smith Ave.
Mowry Ave.
Cherry St.
Filbert St.
Willow St.
15
17
22
19
18
23
21
Old Town Inset
Mullibery St.
Dairy Ave.
Cherry St.
Ash St.
Thorton Ave.
Olive St.
Magnolia St.
Bain Ave.
Sycamore St.
Filbert St.
16
8
9
16
19
21
23
Site Number / Address
8 - 6765 Thornton Ave.
8 - 6717 Thornton Ave.
8 - 6749 Thornton Ave.
8 - 6781 Thornton Ave.
8 - 6733 Thornton Ave.
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16 - 6537 Thornton Ave.
16 - 6625 Thornton Ave.
16 - 6609 Thornton Ave.
16 - 6716 Thornton Ave.
16 - 6553 Thornton Ave.
16 - 36937 Cherry St.
16 - 6788 Thornton Ave.
17 - 37900 Cedar Blvd.
17 - 37750 Timber St.
17 - 37640 Cedar Blvd.
18 - 5545 Cedar Ct.
19 - 37053 Cherry St.
21 - 37200 Sycamore St.
22 - 38290 Cedar Blvd.
23 - 37257 Filbert St.
23 - 37243 Filbert St.
23 - unknown Filbert St.
N

Qualifying Development

- **In a proposed residential project, a minimum of 20% of the units must be set aside for lower-income households**

- **Projects must comply with all objective standards and site development criteria**

Qualifying residential projects on applicable sites would be allowed "by right" without discretionary review. Projects are considered "ministerial".

Design Review is the discretionary process most affected by the proposed action.

Projects can be reviewed for consistency with objective design standards

CEQA review is not be required for ministerial projects.

Housing Element Policy H3.1 - summary

- Allow By-Right Approval of Projects with 20 Percent Affordable Units on “Reused” Sites

- Amend the Zoning Ordinance to require by-right approval of housing development that includes 20 percent of the units as housing affordable to lower-income households on sites being used to meet the 6th Cycle RHNA that represent “reuse sites” previously identified in the 4th and 5th Cycles Housing Element

Zoning Ordinance Amendments

- Section 17.03.010 (Districts established): modify Table 17.03.010: Base and Overlay Zoning Districts to include By-Right Housing (-BRH) as an Overlay District, and

- New Chapter 17.15 – By-Right Housing (-BRH) Overlay District, including Sections 17.15.010 (Purpose), 17.15.020 (Applicability), 17.15.030 (Permitted Uses), and 17.15.040 (Procedures).

Findings of Fact

A. The amendment is consistent with the general plan;

B. Any change in district boundaries is necessary to achieve the balance of land uses desired by the city, consistent with the general plan, and to increase the inventory of land within a given zoning district; and

C. The amendment will promote the growth of the city in an orderly manner and to promote and protect the public health, safety, peace, comfort and general welfare.

Public Notice

- Newspaper advertisement: November 28, 2023
- Mailed notice to property owners of affected parcels
- Mailed notice to property owners within 500 feet of each affected parcel

Environmental Review

- Requested action is exempt from CEQA, pursuant to Guidelines.
  - No changes to existing land use
  - No changes to the intensity of land use
  - No project entitlements would be approved with the requested action
  - No potential for causing a significant effect on the environment

Planning Commission Recommendation

- Planning Commission reviewed the proposed action on November 14, 2023 and voted 5-0 to approve the staff recommendation.

Planning Commission & Staff Recommendation

Planning Commission and Staff recommend that the City Council adopt an ordinance adding Chapter 17.15 to the Newark Municipal Code to establish the By Right Housing (-BRH) overlay district, amending the Newark Zoning Map by applying the -BRH Overlay District to specific parcels and making related miscellaneous amendments to Title 17, Zoning, of the Newark Municipal Code.

Conclusion

Thank You

&

Questions

STAFF REPORT

Item F. 1.

DATE	12/14/2023
TO	Honorable Mayor and City Council Members
FROM	James Scanlin, Environmental Services Manager
SUBJECT	Adopt a resolution authorizing the City Manager to execute a Contractual Services Agreement, in a form approved by the City Attorney, with Ascent Environmental, Inc. for an update to the City's Climate Action Plan and amend the 2022-2024 Biennial Budget and Capital Improvement Plan

SUMMARY AND RECOMMENDATION

The City has a long history of being proactive in addressing the threat of climate change. In 2007, Mayor David W. Smith signed the U.S. Mayor's Climate Protection Agreement, thereby committing the City to taking action for climate protection. The City adopted a Climate Action Plan (CAP) in January 2010. The CAP set a target to reduce Greenhouse Gas (GHG) emissions from activities within the city to 1990 levels by 2020. That target was in line with the State of California's target at that time. The City has taken numerous actions prior to and since the adoption of its CAP to reduce GHG emissions and achieve its reduction target.

Due to the increasing awareness of the threat that climate change poses, the State has adopted much more aggressive GHG reduction targets. The State's current target is to reduce GHG emissions to 40% below 1990 levels by 2030 and achieve carbon neutrality by 2045. Adoption of this resolution will allow the City to conduct an inventory of the GHG reductions achieved and to update its Climate Action Plan (CAP 2.0) to align the City with the State's GHG reduction targets for 2030 and 2045.

Staff recommends that the City Council adopt a resolution to authorize the City Manager to execute a contract with Ascent Environmental, Inc. to update the City's CAP and amend the 2022-2024 Biennial Budget and Capital Improvement Plan.

BACKGROUND

Climate change is the long-term alteration of Earth's average weather patterns. It results from an increase in greenhouse gas emissions, primarily carbon dioxide, methane, and nitrous oxide, which trap heat in the atmosphere. This causes global temperatures to rise, resulting in more frequent and severe weather events, rising sea levels, and disruptions to ecosystems. The effects of climate change are already being experienced in the form of more frequent extreme weather events such as heat waves,

heavy rainfall, and flooding. These changes directly affect the quality of life, safety, and access to essential resources for all human beings.

A Climate Action Plan is a comprehensive strategy to mitigate the impacts of climate change and reduce greenhouse gas emissions. The benefits of developing and implementing a Climate Action Plan include:

Mitigation of Climate Change: Climate Action Plans are designed to reduce greenhouse gas emissions, which are the primary drivers of global warming and climate change. By implementing strategies to lower emissions, these plans help slow the rate of global temperature rise.

Improved Air Quality: Many actions to reduce greenhouse gas emissions, such as transitioning to cleaner energy sources and promoting sustainable transportation, also lead to improved air quality. This can have significant health benefits by reducing the prevalence of respiratory illnesses and related healthcare costs.

Renewable Energy Development: Climate Action Plans often promote the adoption of renewable energy sources like solar, wind, and hydropower. This can reduce our dependence on fossil fuels and enhance energy security.

Energy Efficiency: Promoting energy efficiency measures is a key component of Climate Action Plans. These measures reduce energy consumption, lower energy bills for consumers and businesses, and decrease greenhouse gas emissions.

Economic Growth: Climate action can stimulate economic growth by creating new industries and jobs related to renewable energy, energy efficiency, and sustainable agriculture. The transition to a green economy can drive innovation and investment.

Reduction in Energy Costs: Improved energy efficiency and the use of renewable energy sources can lead to reduced energy costs for businesses and households, providing financial relief to individuals and companies.

Enhanced Public Health: A reduction in greenhouse gas emissions and improved air quality can have a direct positive impact on public health by lowering the incidence of respiratory diseases, cardiovascular issues, and other pollution-related health problems.

International Collaboration: Climate Action Plans can contribute to international efforts to combat climate change, demonstrating a country or region's commitment to global climate goals and encouraging collaboration with other nations.

Climate Justice: Climate Action Plans often address issues of climate justice, recognizing that vulnerable communities may be disproportionately affected by climate change. They can incorporate measures to protect and support these communities.

Long-Term Stability: By taking proactive steps to address climate change, Climate Action Plans promote long-term stability and sustainability, reducing the risks and costs associated with severe climate impacts.

Overall, a well-implemented Climate Action Plan is essential for mitigating climate change, safeguarding the environment, fostering economic growth, and improving the quality of life for current and future generations. As of 2019, 202 cities and counties in California have developed Climate Action Plans.

DISCUSSION/ANALYSIS

The City adopted a Climate Action Plan (CAP) in 2010 (Attached). The CAP set a target to reduce greenhouse gas (GHG) emissions from activities within the city to 1990 levels by 2020. This is equivalent to a 15% reduction from 2005 levels. This was in line with the State's target at that time. The CAP included numerous actions the City would consider for implementation. Actions that have been partially or fully implemented include: 1) energy efficiency upgrades at the Silliman Center and the Community Center; 2) green building and landscaping at the Civic Center complex; 3) adopting an environmentally friendly purchasing policy; 4) zero waste for City operations; 5) work from home program for City employees; 6) requiring compressed natural gas (CNG) in the garbage collection contract; and 7) streetlight energy reduction (planned for early 2024). Estimated community-wide reductions based on readily available data are as follows: 1) between 2005 and 2019: passenger vehicle miles traveled (VMT) down by 9%, passenger emissions per mile down by 20%, and commercial VMT down by 19%; 2) between 2005 and 2017: a 10% reduction in residential kWh usage, a 25% reduction in commercial kWh usage, and a 50% reduction in PG&E emissions intensity. Ascent will update these estimates as part of the proposed scope of work.

Staff released a request for proposals to assist the City with developing an update to its 2010 Climate Action Plan. Three proposals were received. Staff reviewed the proposals and Ascent Environmental, Inc. was the top-ranked proposer. The development and adoption of the updated Climate Action Plan (CAP 2.0) is anticipated to take approximately 18 months. The scope of work includes: 1) review of City documents; 2) development of a broad-based community outreach plan; 3) updating the City's GHG inventory; 4) evaluating the reductions achieved to date; 5) evaluate and recommend GHG reduction targets; 6) development of guiding principles and co-benefits; 7) Evaluate and recommend sector-specific GHG reduction goals, strategies, and actions; 8) developing a user-friendly GHG reduction action matrix; 9) develop "model resolution/ordinance" templates; 10) develop an implementation and monitoring plan; and, prepare a public review draft and final CAP 2.0.

Throughout the process of developing CAP 2.0, Ascent and Environmental Services staff will seek input from staff from various City departments, residents, the business community, City Council, and the Planning Commission. The development of CAP 2.0 will allow the City to move effectively and efficiently to reduce GHG emissions.

FISCAL IMPACT

Community Development Maintenance Fees are collected on building permits for the purpose of implementation and maintenance of the General Plan and Zoning Ordinance. The general plan is supplemented by other City plans, including the Climate Action Plan, making this update to the Climate Action Plan eligible for use of Community Development Maintenance Fee revenue.

Staff recommends amending the 2022-2024 Biennial Budget and Capital Improvement Plan to allocate $197,000 of Development Maintenance Impact Fee funds in Fiscal Year 2024 to Climate Action Plan Update, Project 1365.

REVIEW AND APPROVAL

Prepared by - James Scanlin, Environmental Services Manager
Reviewed by - Soren Fajeau, Public Works Director
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Ascent Resolution

CAP presentation

Ascent CSA

Newark 2010 CAP

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACTUAL SERVICES AGREEMENT WITH ASCENT ENVIRONMENTAL, INC. FOR AN UPDATE TO THE CITY'S CLIMATE ACTION PLAN AND AMEND THE 2022-2024 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN

WHEREAS, the City developed a Climate Action Plan in 2010 that set a goal of reducing greenhouse gas (GHG) emissions from activities within the city to 1990 levels by 2020; and

WHEREAS, the City wishes to conduct an analysis of the GHG reductions achieved to date and develop an updated Climate Action Plan to align with new State targets of a 40% reduction below 1990 levels by 2030 and to achieve net carbon neutrality by 2045; and

WHEREAS, the City released a request for proposal to assist the City in developing an update to its Climate Action Plan, and Ascent Environmental, Inc. submitted the highest ranked proposal; and

WHEREAS, Ascent Environmental, Inc. is well qualified to assist the City with updating its Climate Action Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Manager is hereby authorized to execute a Contractual Services Agreement with Ascent Environmental, Inc., in a form approved by the City Attorney, in an amount not to exceed $197,000 to assist with the development of an update to the City's Climate Action Plan.

BE IT FURTHER RESOLVED by the City Council of the City of Newark hereby approves an amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan to allocate $197,000 of Development Maintenance Impact Fee funds to Climate Action Plan, Project 1365 as follows:

	Account	Description	Amount
To:	625.90.094.940.6221.CIP1365	Development Maintenance Impact Fees	$197,000
From:	625.3000	Unappropriated Fund Balance	$197,000

Climate Action Plan Update

December 14, 2023

Overview of Presentation

- Background on Climate Change
- Status of the City's Efforts
- New State GHG Reduction Targets
- Proposed Update to Climate Action Plan
- Integration with Ongoing City Initiatives

Background on Climate Change

Causes: Increase in Greenhouse Gas (GHG) Emissions

- Carbon Dioxide, Methane, Nitrous Oxide

Effects: Long-term Changes in Weather Patterns

- Rising Average Global Temperature
- Rising Sea Level
- Extreme Weather Events: Droughts, Floods

Status of City's GHG Reduction Efforts

2007: Signed the U.S. Conference of Mayors Climate Protection Agreement

2010: Adopted a Climate Action Plan Initial Framework

- Energy Efficiency Upgrades
- Civic Center Project
  - LEED Certification
  - Water Efficient Landscaping

Status of City's GHG Reduction Efforts (Cont.)

Class 4 Bike Lanes

Polystyrene and Single-Use Bag Bans

Streetlight Energy Reduction (2024)

Organics Recycling

Construction and Demolition Debris Recycling

New State GHG Reduction Targets

40% Below 1990 Emissions by 2030

Carbon Neutral by 2045

Proposed Update to Climate Action Plan

Purpose: Align City Actions with State Targets

Approach: Contract with Ascent Environmental

Scope:

- GHG Emissions Inventory and Projections
- Targets for 2030 and 2045
- CEQA Review: Potential for Permit Streamlining

Schedule: 18-Month Process, Adopt in June 2025

Potential Integration with Ongoing Initiatives

Facilities Master Plan

- Transition to Ava Renewable 100 Service
- Develop Solar Generation Capacity
- Installing Energy Efficiency Software
- Reduced Energy and Water Consumption

Potential Integration with Ongoing Initiatives

Parks Master Plan

- Reduced Emissions from Landscaping Equipment
- Bay Friendly Landscaping/Reduced Water Use
- Applying Compost to Turf

Zero Waste (From 2010 CAP)

- Adopt Zero Waste Policy for City Facilities
- Promote Proper Sorting of Waste

Climate Action Planning

City Council: December 14, 2023

Recommendation:

Staff recommends that Council adopt the Resolution to authorize the City Manager to execute a Service Agreement with Ascent Environmental, Inc. to assist with the development of an updated Climate Action Plan.

Questions and Comments

CONTRACTUAL SERVICES AGREEMENT

CONSULTANTS

This Service Agreement (hereinafter "Agreement") is made and entered into this day of , 2022 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and Ascent Environmental, Inc., a California corporation ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

WHEREAS, City requested proposals to assist the City with the development of an updated Climate Action Plan.

WHEREAS, in response to City's request, Consultant submitted a proposal (hereinafter "Proposal"), now on file with the City Environmental Services Manager 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 One Hundred Ninety-Seven Thousand and No/100 Dollars ($ 197,000.00) 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 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. <u>Minimum Scope of Insurance</u>.

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. <u>Minimum Limits of Insurance</u>.

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. <u>Deductibles and Self-Insured Retentions</u>.

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. <u>Claims Made Policies</u>.

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. <u>Wasting Policies</u>.

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. <u>Remedies</u>.

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.

INDEMNIFICATION/SAVE HARMLESS.

Consultant shall indemnify , hold harmless, and defend the City (including its elected officials, officers, agents and employees) from and against any and all claims, litigation, demands, damages, and liabilities, costs, and expenses, including court costs, attorney fees, experts fees and other costs and fees of litigation or other dispute resolution proceedings ("Claims") but only to the extent actually caused by Consultant's negligent or willful misconduct under this Agreement, except Claims arising out of the City's sole negligence or willful conduct.

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 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.

14. 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.

15. TERM/TERMINATION.

A. The term of this Agreement shall commence upon the date first hereinabove written and shall expire on December 31, 2025. At the end of the term, the City may renew this Agreement for up to one year as authorized 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.

16. 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.

17. 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:

ASCENT ENVIRONMENTAL, INC.	**CITY OF NEWARK**
_____	PUBLIC WORKS DIRECTOR
Honey Walters, Principal	**Administrator**
Address: Ascent Environmental, Inc. 2054 University Ave. Suite 400 Berkeley, CA 94704	City of Newark Attn: Public Works Director 37101 Newark Boulevard Newark, CA 94560

18. 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.

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

20. 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.

21. 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.

22. 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.

23. 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.

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

25. 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.

26. 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.

27. <u>SIGNATURES</u>. 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.

28. <u>COVENANT AGAINST CONTINGENT FEES</u>. 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 J. Benoun, City Manager

Date _____

Ascent Environmental Inc.

By _____
Honey Walters, Principal

Date _____

_____
Printed Name

Attest:

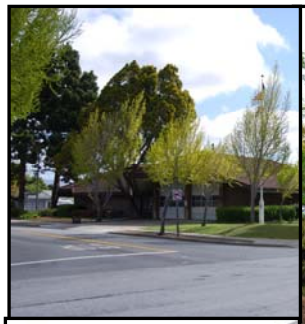
_____
Sheila Harrington, City Clerk

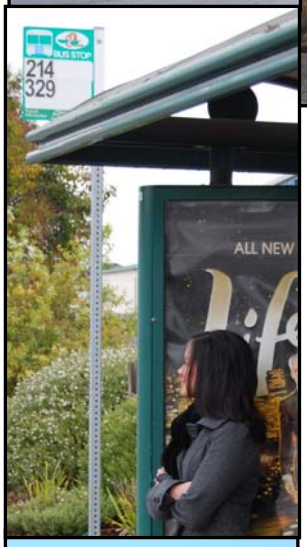
Date _____

Approved as to form:

_____
Kristopher Kokotaylo, City Attorney

Date _____





City of Newark
Climate Action Plan

January 2010 Initial Framework

Prepared by
City of Newark Public Works Maintenance Division, through a grant provided by the Bay Area Air Quality Management District Climate Protection Grant Program

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Executive Summary

The City of Newark recognizes that climate change poses a potential threat to the community and to the environment. This City also recognizes that the citizens and businesses of Newark must participate in emission reducing actions if this community is to successfully mitigate the risks posed by climate change. Newark therefore determined that we should reduce the amount of Greenhouse Gas (GHG) emissions from activities taking place within the City. A Climate Action Plan (CAP) is the instrument to establish a framework for the changes necessary to reduce GHG emissions.

This CAP does the following: presents a summary of actions the City has already taken towards the reduction of GHG emissions; summarizes the 2005 emissions inventory; presents actions the City, residents and businesses can take to further reduce emissions; sets reduction goals; and, describes a monitoring plan. This document is meant to be a dynamic document that will evolve and be re-evaluated on a regular basis. The measures and programs in the CAP will be implemented over an extended period of time.

Emission reduction goals have been set based on the analyses in this report and on the State's AB 32. Staff recommends adopting the following overall goals across City and community operations:

1. Set greenhouse gas emissions reduction targets as follows:
   A. A 5 % reduction from 2005 Municipal emissions levels by July 2012. This would equal a reduction of 194 metric tons eCO_2.
   B. A 5% reduction in City and Community emissions by July 2015. This would equal a reduction of 21,680 metric tons of eCO_2.
   C. A community-wide target of a 15% decrease from 2005 levels by 2020, equal to a reduction of 65,038 metric tons.

   Achieving goal C would enable Newark to match the State of California's goal of 1990 emission levels by the year 2020 (statewide it is estimated that 2005 emissions were 15% higher than 1990 emissions).

2. Incorporate carbon reduction into the City's General Plan goals to ensure continuity with other City priorities, continued action, and a long-term perspective.

3. Use this Climate Action Plan as a springboard for determining GHG reducing actions to take over the next few years. As possible, it shall be revisited and action steps reformulated at least biennially.

4. Maintain and report GHG inventories on a regular basis.

5. Promote participation by Newark businesses in inventory efforts.

Since 2005, the City of Newark has implemented some emission reduction actions. With these actions, we are about half way to making our 2012 goals. Proposed budget cut measures to be implemented in 2010 will provide energy reductions to surpass our 2012 goal.

Chapter 1: Introduction

Plan Purpose and Development:

The City of Newark recognizes that climate change poses a potential threat to the community and to the environment. Locally, the forecasted changes accompanying climate change could dramatically reduce the availability of hydro-generated electricity, increase the incidence of forest fires, and lead to a rise in the level of San Francisco Bay[1] that could impact lower elevation land in Newark. The residents and businesses of Newark recognize the challenges and appear willing to be part of the solution. We also recognize that activities taking place within the City result in the release of the global warming gases that contribute to climate change. Newark is therefore determined that we should reduce the amount of greenhouse gas (GHG) emissions from activities taking place within the City.

A Climate Action Plan (CAP) helps to identify and evaluate feasible and effective policies to reduce greenhouse gas emissions through a combination of public and private sector policies and programs. By taking a proactive approach to planning and implementing reduction measures, we can lower our GHG emissions, reduce our energy costs, protect air quality and improve the economy and the environment. This CAP will also address adaptability to climate change effects.

The primary goals of the final CAP are to present a comprehensive inventory of municipal (City government-generated) and community-generated emissions, identify reduction targets, and propose practical steps to reach those targets. The secondary goal of the final CAP is to identify and prepare for the environmental changes associated with climate change, such as the forecasted water level rise of the San Francisco Bay. This CAP will align City goals with State goals.

More specifically, the CAP is intended to achieve the following:

1. Analyze the available data on emissions from both municipal and community activities, to present a comprehensive inventory of emissions from (a) City government operations and (b) community-wide activities.
2. Present this inventory as a baseline against which to measure progress towards reducing GHG emissions.
3. Develop a set of emission reduction goals for municipal operations over the next 1-4 years (short term), from years 4-8 (medium term) and from year 8 and beyond (long term) timeframes.
4. Present actions that the citizens and businesses of Newark can implement in the medium and long-term to help reduce emissions from the Community.
5. Present long-term Planning efforts to layout future development with vehicle trip reduction as an important goal.

[1] Palo Alto Climate Protection Plan, 2007.

This CAP is meant to be a dynamic document that will evolve, fill in and be re-evaluated on a regular basis. The CAP begins with taking an inventory of emission producing activities in the community and specifically from municipal activity. This inventory is used to evaluate reduction measures that can be taken and to set reduction goals. The CAP recommends multiple actions and timelines with cost analyses where possible. The CAP also establishes a monitoring plan to determine the effectiveness of implemented measures.

The measures and programs in the CAP will be implemented over an extended period of time. This plan recognizes that it may not be possible to implement some of the ideas presented in the CAP with the current economic conditions. Nevertheless, it is important to keep ideas on the table if they could make a cost-effective contribution to reducing emissions at some future time in the life of the CAP.

This CAP also recognizes that the citizens and businesses of Newark must participate in emission reducing actions if this community is to successfully mitigate the risks posed by climate change. This CAP will pose and promote programs for the municipality and for the community.

Background of Climate Change:

A balance of naturally occurring gases dispersed in the atmosphere determines the Earth's climate by trapping solar radiation. This phenomenon is known as the greenhouse effect. Modern human activity, most notably the burning of fossil fuels for transportation and electricity generation, introduces large amounts of carbon dioxide and other heat-trapping gases into the atmosphere. Collectively, these gases intensify the natural greenhouse effect, causing global average surface temperature to rise, which is in turn expected to affect global climate patterns.

Evidence suggests that human activities are increasing the concentration of greenhouse gases in the atmosphere. In response to the threat of climate change, communities worldwide are voluntarily reducing greenhouse gas emissions[2]. In 1997, the Kyoto Protocol was initiated as an international effort to coordinate a global effort and more recently in 2009, leaders from around the world met in Copenhagen to discuss global efforts. World leaders have not come up with a global solution, but even without national direction, many states and local agencies have begun taking actions that will address the climate change threats.

The State of California has prepared a CAP that consists of an array of recommendations to reduce GHG emissions. Some of the State legislation is listed below:

- In 1988 Assembly Bill 4420 directed the California Energy Commission (CEC) to prepare and maintain the State's inventory of GHG emissions.
- The California Global Warming Solutions Act of 2006, AB32, instructed the California Air Resources Board (CARB) to establish State-wide goals for reducing GHG emissions. The targets established in AB32 Climate Change Draft Scoping Plan are to reduce the emission level to 1990 levels by 2020 and to reduce to 80% below 1990 levels by 2050. The 2050 target is based on what most climate scientists believe will be the needed reductions to avoid dangerous levels of global warming.

[2] City of Newark Greenhouse Gas Emissions Analysis Introduction, August 2008.

- In July 2002 AB 1493 was approved, also known as the "Pavley Bill" in reference to Assemblywoman Fran Pavley who introduced the bill. This bill instructs CARB to develop and adopt regulations that achieve the maximum feasible and cost-effective reductions of greenhouse gas emissions from motor vehicles. The regulations are not yet approved by the EPA.
- SB 375 requires CARB to work with the metropolitan planning organizations to set regional targets for reducing GHG emissions from passenger vehicles. This bill is looking for agencies to use a combination of zoning and transportation planning to reduce vehicle miles traveled. SB 375 was enacted in September 2008 and most agencies are still working to determine what the actual requirements are.

Newark Has Already Taken Action:

In 2007, the Mayor of Newark signed the U.S. Conference of Mayors Climate Protection Agreement which states, "We will strive to meet or exceed Kyoto Protocol targets for reducing global warming pollution by taking actions in our own operations and communities." In June 2006, the City joined ten other local governments in Alameda County participating in the Alameda County Climate Protection Project (ACCPP). By joining ACCPP, Newark embarked on an ongoing coordinated effort to reduce the emission of gases that cause global warming. ACCPP was launched by the Alameda County Waste Management Authority & Recycling Board (StopWaste.Org) in partnership with the Alameda County Conference of Mayors and ICLEI – Local Governments for Sustainability (ICLEI). In 2007, ICLEI completed the municipal and community inventories for the ACCPP.

The Newark City Council has made Climate Protection a top priority for several years and has committed to address climate protection in numerous arenas including:

1. U.S. Mayor's Climate Protection Agreement (Resolution #9263, February 8, 2007)
2. International Council of Local Environmental Initiatives (ICLEI) Cities for Climate Protection Campaign (membership effective June 2006)
3. Membership in Joint Venture Silicon Valley's Climate Protection Taskforce (since inception, April 2007)
4. Environmentally Preferable Purchasing Policy (Draft in place, final will be approved with 2010 Citywide Purchasing Policy Update)
5. Green Building and Construction and Demolition Recycling Ordinance (Ordinance #422, June 14, 2007)
6. Environmentally Friendly Landscape Guide (Original 1989, Resolution #6120; Updated June 14, 2007, Ordinance #422)
7. Cool City member (concurrent with passage of the U.S. Mayor's Climate Protection Agreement Resolution)
8. Waste Diversion Goals - 50% by 2000 met; 75% by 2015 (Resolution #9560, February 12, 2009)
9. Wood Burning Prohibition per State requirements.

Municipal staff has also already implemented many measures to reduce emissions, such as:

1. Lighting retrofits at City Hall, the Silliman Activity and Family Aquatic Center, the Newark Community Center and the Senior Center. Appendix A contains a report analyzing the savings achieved at the Silliman Center and the Community Center.
2. In 2008, the Public Works Parks Maintenance Division reduced water use by 12%. That equates to 7.5 million gallons saved in 2008. The California Energy Commission reports that in California it takes about 4 watt-hours to pump 1 gallon of water from its source to the output[3]. This water savings translates to 21 tons of reduced eCO_2. Although this type of savings would not show in our inventory, it is still a significant savings, with the additional benefit of water conservation.
3. There are currently four (4) Compressed Natural Gas (CNG) vehicles in the fleet. Appendix B contains a report analyzing the possibility of expanding the CNG fleet and adding other alternative fuel vehicles into the fleet. These vehicles have been in the fleet since 2000.
4. A strategic plan has been prepared for the Silliman Activity and Family Aquatic Center which analyzed energy efficiency options and laid out the strategy for implementing the recommended measures. The report is contained in Appendix C.
5. The City has been using a pavement slurry seal for several years that about one (1) year after application the pavement fades to a light gray color instead of staying black. This type of pavement is considered a cool pavement. Cool pavements help reduce the urban heat island effect[4].
6. The 2009 Housing Element was developed using "green" principles- Higher density Housing near Transit, and shopping and it includes transit oriented, mixed use development around the proposed Dumbarton Rail train station.
7. A grant was obtained to complete a Pedestrian and Bicycle Master Plan which is scheduled to be completed October 2010.
8. A grant was obtained to conduct a Bay Trail Realignment Feasibility Study which will allow for a continuous trail on the western edge of Newark. The study will be completed in late 2010.
9. The City of Newark has participated in Regional "smart growth planning efforts". Two areas, the area around the proposed train station and the Old town area, were designated as "Priority Development Areas" by the Association of Bay Area Governments.

ICLEI Methodology:

Newark has been using the ICLEI methodology to perform our inventory and to measure the effectiveness of proposed reductions. The ICLEI methodology calculates emissions resulting from consumption and waste generation. The ICLEI software is used by over 800 cities around the world. Other methodologies calculate the full lifecycle of all consumer products in an area. For example, the ICLEI methodology would account for the gas to deliver stock to the grocery stores and the waste associated with the use of products from that store. Other methodologies would also account for the production of those products from the field to the processing plant. The emission inventorying is more of a modeling tool rather then an exact calculation. All methods depend on numerous assumptions. The most important part of modeling emissions inventories is to use a

[3] http://www.energy.ca.gov/2007publications/CEC-999-2007-008/CEC-999-2007-008.PDF
[4] An urban heat island is an area where hard surfaces such as paving and roofs increase the temperature of the area by 3-20 degrees. Urban heat islands increase emissions by increasing energy consumption. www.epa.gov/heatisland/about/index.htm

consistent method during the tracking periods. ICLEI is continuing to improve their software with new data, emission coefficients and better estimation methods as they become available. ICLEI's software allows for updating past inventories with the newer versions of their software.

The 2005 inventory was prepared as part of the ACCPP, and ICLEI was trying to prepare not only an inventory for the City, but a countywide inventory. The different municipalities operated different functions; some operate waste water plants, some run their own garbage pick up. Therefore, any activity that can be associated with a municipality is included in our municipal inventory. For example, the emissions from the City of Newark municipal fleet include emissions from Waste Management's garbage trucks.

The ICLEI performance-based methodology provides five milestones to assist local governments in developing and implementing local approaches for reducing global warming. The milestone process consists of the following five milestones:

1. Conduct a baseline emissions inventory and emissions forecast
2. Adopt an emission reduction target
3. Develop a Climate Action Plan for reducing emissions
4. Implement policies and actions that will reduce emissions
5. Monitor and verify results

The baseline emissions inventory is summarized in Section 2 of this report and is posted on the City's website (www.newark.org). Milestones 2 and 3 will be completed with the adoption of this CAP. This report includes recommendations on how to begin work on Milestones 4 and 5.

Newark has slightly modified the 5 milestone approach in that we did not want to adopt a target until the CAP analyzed the effectiveness and the costs of potential reduction measures. The targets shown in this report are based upon the analysis contained in the rest of the report.

Cost Analysis:

Where costs are available, they have been incorporated into the action items. The costs to reduce greenhouse gas emissions are a key component of prioritizing which actions to take in implementing action items from this CAP. Some of these costs would be borne by the City; while other costs, either directly or indirectly, could potentially fall on the end user, or the community.

The process of estimating costs of specific eCO_2 reductions requires making some assumptions. The assumptions used in this report are described in each chapter's cost benefit section. In some instances, the assumptions use information taken from manufacturers' or other non-peer-reviewed materials and websites, and could not for this study be independently verified. This being the case, the cost benefit analyses should be considered as preliminary only. Additionally, more detailed financial and budgetary analyses should be carried out before many of the actions listed here are implemented.

In many cases the changes required to significantly reduce emissions bear significant costs. Some of the actions listed here have relatively low costs, but also low benefits. However, overall, significant investments will be required, especially surrounding alternative energy opportunities, such as solar

power, to achieve significant reductions in emissions. In many instances, however, the benefits of actions extend beyond the climate change issue. For example, while achieving Zero Waste goals will significantly reduce carbon emissions, it will have other benefits in terms of reducing requirements for landfill space and cleaner air. In another example, adopting green building principals will lower emissions from energy use, but also reduce water demand, improve indoor air quality, and enhance overall standards of living. Including these "auxiliary" benefits into the cost benefit analyses was beyond the scope of this project.

The Comprehensive Energy Analysis and Strategic Plan: Silliman Activity and Family Aquatic Center report (Appendix C) has a section that discusses the benefit of financing energy efficiency installations. It states that the cost savings achieved from the reduced energy use can pay the payments for the project loan. There are several financing plans that establish the payment schedule based on the calculated savings therefore effectively providing a no net cost method for installing energy efficiency measures.

Co_2 Equivalent:

The greenhouse gas of key concern is carbon dioxide (CO_2). GHGs other than CO_2 can be converted to "CO_2 equivalent" (eCO_2) by multiplying the mass of that gas by the "global warming potential" (GWP), which indicates the equivalent greenhouse effect of a pound of the gas as compared to a pound of CO_2. Throughout this report, references to greenhouse gas (GHG) emission quantities follow the international convention of using metric tons (2205 pounds) of CO_2 or "CO_2 equivalent" when referring to non-CO_2 greenhouse gases. Sometimes pounds are used when those units are more illustrative. The key GHGs of interest are listed below in Table 1.1[5] along with their respective global warming potentials.

Table 1.1 Greenhouse Gas CO_2 Equivalents[5]

Gas	Symbol	Global Warming Potential (IPCC Second Assessment Report)
Carbon Dioxide	CO_2	1
Methane	CH_4	21
Nitrous Oxide	N_2O	310
Hydrofluorcarbons	HFC_S	140 – 12,100
Perfluorocarbons	PFC_S	6,500 – 9,200
Sulfur Hexaflouride	SF_6	23,900

[5] City of Palo Alto Climate Action Plan, 2007.

Chapter 2: Greenhouse Gas Baseline Inventory - 2005

In 2005, the Newark community emitted approximately 433,860 metric tons of eCO_2. Some of the highlighted statistics include:

- Per capita, in 2005, Newark emissions are estimated at 10.5 metric tons, which is slightly lower then the statewide average. (See State information below.)
- Of the total community emissions, the City of Newark municipal operations accounted for 3,880 metric tons or only about 0.9% of the total community emissions.

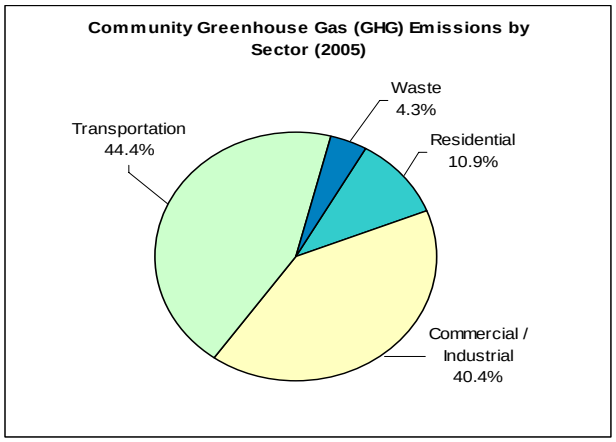
The complete inventory can be found in Appendix D.

Community Emissions Profile. The Newark community - businesses, residents and workers produce greenhouse gas emissions in a wide variety of ways. These include:

1. General economic and domestic activity which consumes electricity and natural gas to power and heat homes and businesses.
2. Non-commute travel on local roads.
3. Commuting by residents to their job within and outside of City limits, and by nonresidents commuting into the City for work. In this way, the "community" of Newark includes workers who come to the City for employment, but do not reside within city limits.
4. Production of waste material which, when landfilled, decomposes and in the process produces methane, a potent greenhouse gas.

Of the 44.4% emissions from the Transportation sector shown in the graph below, 54.6% of that is from the State highways that run adjacent to Newark. <u>That means that about 24% of the total emissions for Newark come from the State highway.</u>

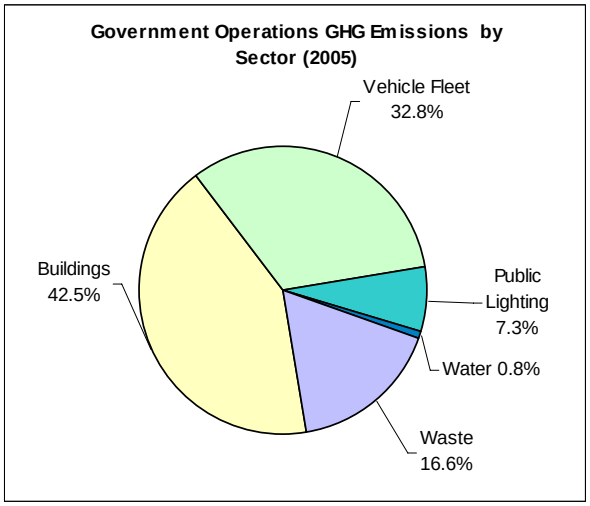
Figure 2.1 shows the breakdown of the community emissions.



Municipal Emissions Profile. City operations contribute to greenhouse gas emissions through five primary avenues:

1. The use of electricity and natural gas to power and heat City buildings and facilities.
2. The use of gasoline, compressed natural gas, diesel fuel and other fossil-based fuels to power vehicles, equipment, compressors and other machinery.

3. The use of electricity and natural gas used to transmit water and sewage in and out of the City.
4. Emissions from the collection and disposal of waste from City facilities.
5. Public lighting, such as street lights.

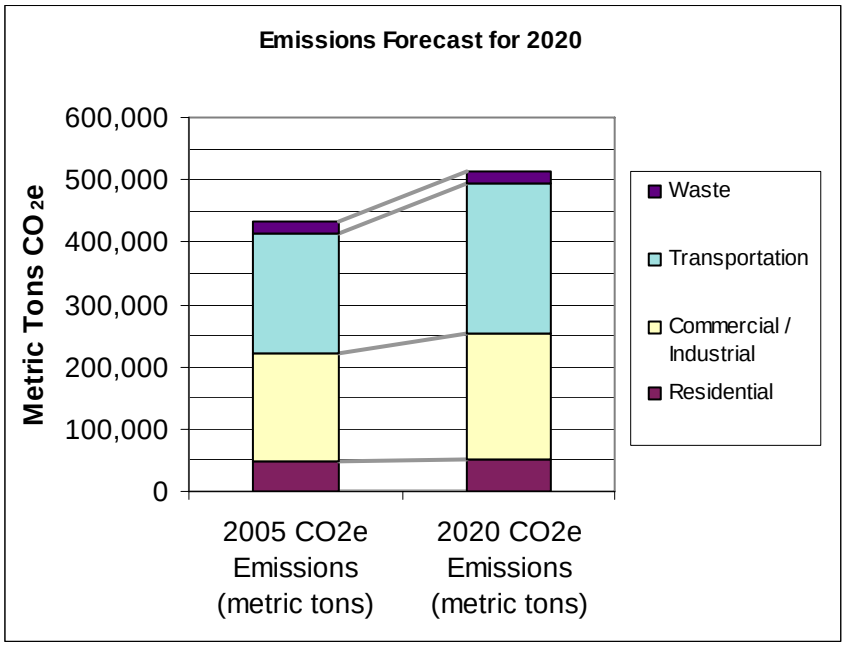


Newark was the only city in the 10 Alameda County cities in the ACCPP whose buildings are emitting more than the vehicle fleet (as noted above, the vehicle fleet includes Waste Management disposal trucks). This indicates that the City should focus on actions that will reduce our emissions from buildings.

Emissions Forecast:

2005 Community Emissions Growth Forecast by Sector	2005 CO_2e Emissions (metric tons)	2020 CO_2e Emissions (metric tons)	Annual Growth Rate	Percent Change from 2005 to 2020
Residential	47,313	52,215	0.659%	10.4%
Commercial / Industrial	175,096	200,310	0.901%	14.4%
Transportation	192,841	241,399	1.509%	25.2%
Waste	18,607	20,535	0.659%	10.4%
TOTAL	**433,857**	**514,459**	**--**	**18.6%**

Under a business-as-usual scenario, the City of Newark's emissions will grow approximately 18.6% by the year 2020. ABAG estimates for population growth were used for the forecast. The population is estimated to grow by 10.3% by 2020. From the chart above, the largest growth in emissions comes from the Transportation sector. This forecast does not include pending regulations on vehicle emissions and it was generated prior to the gasoline prices spiking in 2008. These two factors can greatly influence the future vehicle emissions. As stated above, a majority of the emissions from the Transportation sector come from the State highway, so it is important that Newark support regional efforts to improve transportation options that reduce highway travel.



National and State Data:

According to the U.S. Environmental Protection Agency (EPA), the average American emits 23 metric tons of carbon dioxide into the environment every year; 10 metric tons related directly to driving, home activities, and air travel, and 13 metric tons related to the purchase of products and services. Overall, each person emits 140 pounds of carbon dioxide per day.

Per capita CO_2 emissions in California are estimated by the California Energy Commission (CEC) to be approximately 11 metric tons per year. In California, GHG emissions are dominated by carbon dioxide, mostly from combustion of fossil fuels, followed by nitrous oxide, then methane, and then the remaining "high global warming potential" gases, chlorofluorinated refrigerants and sulfur hexafluoride. California GHG emissions are dominated by the transportation sector (41%) with the other sectors being electric power generation (22%), industrial (21%), agriculture and forestry (8%) and other (8%).

Chapter 3: Municipal Action Items

The City emissions account for only 0.9% of the total emissions in Newark, but the City needs to take action to lead the community and to be an example of projects that can make a difference. Chapter 1 listed several actions the City has already implemented that have started to reduce emissions. The following actions are planned for future implementation. Short-term actions are intended to help reach the first goal of a 5% reduction in Municipal emissions by 2012 (See Chapter 7 Goals and Monitoring Plan).

Municipal Action Item 3.1: Cool Roofs

As stated in the introduction, hard surfaces in an urban area contribute to the heat island effect. Roofs made of reflective material help reduce the head island effect and contribute to improving the energy efficiency of the building. When inquiring about the cost difference between cool roofs and traditional roofs, most roofing contractors have stated that there is not a price difference now that the cool roof materials are readily available.

Short Term –

1. City Hall-Public Works Annex install cool roof in 2009-2010 budget cycle.

Medium Term-

1. Consider cool roofs for all municipal building roof replacement projects.

Long Term-

1. Include in the Municipal Building Green Ordinance that all municipal building roofs must be cool roofs.

Municipal Action Item 3.2: Energy Efficient HVAC

Short Term –

1. Install Phase I of the Community Center 5-year HVAC Replacement Plan- Appendix E. The City received Community Development Block Grant (CDBG-R) and American Recovery and Reinvestment Act (ARRA) funding to install the two package units in the two rental halls. A majority of the Community Center is going to be closed for use beginning in 2010; all of the building except the daycare annex and the weekend rental of the two halls. The modifications to the Community Center's HVAC and use are estimated to save 100 metric tons of eCO_2 annually.
2. Senior Center Closure- eliminates HVAC energy use for the building. This closure is estimated to save 78 metric tons of eCO_2 annually.

Although both of these closures are considered temporary, the immediate emissions reductions will count towards our short-term reduction goals.

Medium Term –

1. Analyze all HVAC units being used in the City and plan for replacement with more efficient units at the time of replacement need.
    a. City Hall
    b. Service Center
    c. Fire Stations 1, 2 and 3
2. Implement HVAC options indicated in the Comprehensive Energy Analysis and Strategic Plan: Silliman Activity and Family Aquatic Center – Appendix C.

Long Term –

1. As part of the Municipal Building Green Ordinance, require all HVAC units be of a high level efficiency or are powered by green means.

Cost Analysis: In general, an energy efficient HVAC unit tends to cost 20% to 50% more then a less efficient unit. This upfront cost can be quickly recovered through the reduced utility bills.

Possible eCO_2 reductions: The reductions depend on the existing units and the level of energy efficiency of the new unit.

Municipal Action Item 3.3: Solar Lighting

Solar power is a fast developing technology. Solar powered lighting needs full exposure to the sun.

Short Term –

1. Install Pedestrian Lights at Lakeshore Park. Two (2) lights will be installed as a sample project funded by the ARRA grant.

Medium Term –

1. Prepare a report called the Solar Lighting Plan that documents a monitoring period of the lighting at Lakeshore Park to monitor the success/failure and determines locations throughout the City where similar solar lighting could replace other area lights.
2. Pursue funding opportunities for additional lights at Lakeshore Park.

Long Term-

1. Install solar lights in the areas determined in the Solar Lighting Plan.

Cost Analysis: The installation cost of a solar light is about twice the cost of a wired light. There are auxiliary benefits to a solar light; it can be installed as a stand alone feature in a full-sun location where wire is not accessible; there is no wiring to maintain; and since the existing wiring at Lakeshore Park is extremely deteriorated, adding new lights requires full wire replacement.

Possible eCO_2 reductions:

1. The current lights being installed are adding the proper pedestrian lighting to a highly used walking trail; they are not replacing existing lights.
2. The possible eCO_2 reductions for the citywide plan will be included in the Solar Lighting Plan.

Municipal Action Item 3.4: Cool Pavements

As with cool roofs, cool pavements help reduce the heat island effect. The City has 24.7 million square feet of paved streets.

Short Term –

1. Continue to use slurry seal that fades to gray.

Medium Term -

1. Continue to monitor research on cool pavements.
2. Write a report that specifically applies the ideas presented in the EPA Cool Pavements Study-Task 5 report to the City of Newark and includes cost comparisons.

Long Term -

1. Develop a policy on cool pavements.

Cost Analysis: The slurry product we currently use is about 30% less expensive then slurry products that do not fade. Other cool pavement methods such as installed concrete or painting the streets a light color add significant costs to street projects and are not being considered at this time.

Possible eCO_2 reductions: The eCO_2 reductions realized by this action item would show up as reduced energy bills in all Newark buildings.

Municipal Action Item 3.5: CNG Report Recommendations

The Change Maintenance Fleet to CNG report (Appendix B) discusses options for alternative fuels and concludes that CNG is a good interim solution for the next 20 to 30 years, but the long-term solution is electric vehicles. The electric vehicle technology is still developing and we do not recommend moving in that direction until the technology has been proven.

Short Term -

1. Continue to research grant opportunities to upgrade the current CNG fuel station.
2. Submit a capital improvement project request that will propose to upgrade the current CNG station with an improved compressor and additional stations.
3. Review each vehicle's potential to be replaced with a comparable CNG vehicle when they require replacement per the Equipment Replacement List.
4. Secure grant funding for upgrading gasoline/diesel vehicles replaced with CNG vehicles.

Medium Term –

1. Begin an information campaign to show Newark citizens the City's CNG vehicles and what CNG options are available to them.
2. Continue to follow the progress of LNG and Plug-in research.

Long Term –

1. Once technology has been proven, start purchasing electric vehicles at the time of replacement for vehicles.

Cost Analysis: The estimated cost to install the upgraded CNG station is $200,000 to $500,000 depending on the number of stations required.

Possible eCO_2 reductions: Changing eleven (11) pick ups to CNG could save the City 45 metric tons of eCO_2 a year.

Municipal Action Item 3.6: Silliman Center Strategic Plan recommendations

The Comprehensive Energy Analysis and Strategic Plan: Silliman Activity and Family Aquatic Center Report (Appendix C) was prepared to determine cost effective measures to improve the facility's energy efficiency. The report contains twelve (12) energy conservation measures (ECMs) and two (2) renewable generation options. The report contains a cost analysis with simple payback for each measure and a discussion on financing options. Measures are planned to be implemented as funding becomes available, not with financing.

Short Term-

1. Pursue grant opportunities to implement measures indicated in the report.
2. Implement ECMs 9 & 10; use existing EMS to reduce peak HVAC load during summer months. This measure will reduce eCO_2 by about 2 metric tons per year. The measure is estimated to cost $1,600.

3. As budget allows, install ECM 13; install variable frequency drives (VFD) on the pool filtration system. This measure will reduce eCO_2 by about 34 metric tons per year. The measure is estimated to cost $23,704.

Medium Term-

1. Propose CIP to install ECMs for lighting modifications.

Long Term-

1. Implement all remaining ECMs.

Cost Analysis: See Appendix C.

Possible eCO_2 reductions: Implementing the twelve conservation measures and one of the renewable generation options can reduce annual emissions by about 430 metric tons.

<u>Municipal Action Item 3.7: Commuter/Alternative Work Schedules/Work from Home Programs for City employees.</u>

This action aims to get City employees to avoid driving to work alone. Other agencies provide BART tickets, bus passes or commuter checks which reimburse for public transit commuting options.

Short Term-

1. Evaluate a plan based on job functions and cost considerations. Plan shall consider incentives for walking and biking to work.

Medium Term-

1. Implement program per the evaluation.

Long Term-

1. Monitor effectiveness and benefits of program.

Cost Analysis: A cost analysis will be included in the evaluation.

Possible eCO_2 reductions: Possible reductions depend upon the number of employees that can participate in the program.

<u>Municipal Action Item 3.8: Explore options in developing a car-sharing and/or bike sharing program for City employees.</u>

Several Bay Area municipalities have established car- and bike-sharing programs. Programs provide cars or bikes for around town transportation or for one-way trips. Analysis for a possible program would have to include research on the needs of employees. Appropriate demand to establish a program may require partnering with other local businesses.

Short Term-

1. Community Development will continue to research programs to determine a type of program appropriate for Newark.

Medium Term-

1. Prepare program analysis to determine participation and collaboration needs.

Long Term-

1. If determined feasible, implement program based on analysis.
2. Evaluate program effectiveness.

Cost Analysis: Program analysis should contain costs related to obtaining equipment and staff time to coordinate the program.

Possible eCO_2 reductions: Emission reductions will be determined by participation.

Municipal Action Item 3.9.1: New City Hall site should take into consideration transit availability.
As part of the long-term planning effort for a new City Hall building, staff will consider transit availability.

Municipal Action Item 3.9.2: New City Hall site should take into consideration green construction and functionality.
During design and construction of a possible new City Hall building, engineers and architects must consider green building methods.

Municipal Action Item 3.9.3: Water Conservation.
As part of the planning for a possible new City Hall building, the planners should consider water conservation measures.

The City uses approximately 68 million gallons of water a year at a cost of $234,000. As stated in the introduction of this report, to deliver a gallon of water it takes about 4 watt-hours in California. As part of the budget cuts, the City will be eliminating watering of 3 neighborhood parks. This will reduce emissions from water delivery by 26 eCO_2.

Short Term-

1. Approve CIP to install drought tolerate landscaping to replace turf in medians on Thornton Avenue and in front of the existing City Hall. These projects will provide examples of drought tolerant landscaping for residents.
2. Consider further water reducing and letting plant material die.

Medium Term-

1. New City Hall site should take into consideration using reclaimed water for landscape irrigation.

Long Term-

1. Implement policy that requires all City landscaping to be drought tolerant.
2. Only install turf for play fields.
3. Possible new City Hall building shall implement water conservation measure within the building and in the landscape and exterior design.

Municipal Action Item 3.10: In 2012 the City can negotiate into the garbage collection contract an alternative fuel requirement, strongly encouraging CNG or locally produced LNG.

Short Term –

1. Inform the City's garbage collection contractor of the City's greenhouse gas emission reduction goals; and express interest in the contractor's ability to partner with the City in achieving these goals.
2. Educate ourselves on the green practices of garbage collection contractors.

Medium Term –

1. Negotiate an alternative fuel requirement, strongly encouraging CNG or locally produced LNG, into the City's garbage collection contract.

Long Term –

1. Regularly evaluate the contract, and strengthen language as reasonable.
2. Use this contract language as a template for other contracts wherever possible.

Cost Analysis – Unknown. Through the negotiation process, if the contractor deems the cost of providing service with alternative fuels to be higher than that of diesel, a service trade or cost may be involved.

Possible eCO_2 reductions: After an agreement has been reached, the emissions reductions will be evaluated.

<u>Municipal Action Item 3.11: Streetlight Energy Reduction.</u>
Continue to research energy reduction options for street lighting, including LED and reduced use.

Short Term -

1. Complete Street Lighting report.
2. Publish Street Lighting report. (will be added to this CAP as a future Appendix)
3. Continue to monitor sample LED installed on main City street.
4. Install an additional LED sample in a residential setting.
5. Continue to monitor other jurisdictions' demonstration projects.

Medium Term –

1. Collect feedback and continue to monitor performance of sample LEDs.
2. Keep up-to-date on the latest technology and performance tests for LEDs.
3. Research grant and other funding opportunities.

Long Term-

1. Change City Streetlights to reduced energy type.

Cost Analysis: Will be discussed upon completion of Street Lighting Report.

Possible eCO_2 reductions: Will be discussed upon completion of Street Lighting Report.

<u>Municipal Action Item 3.12: Prepare energy conservation plans for all city buildings and implement the plans.</u>

Short Term-

1. Identify buildings in need of plans and determine which can be completed in-house and which need a consultant's expertise.

Medium Term-

1. Prepare plans or initiate RFP process.

Long Term-

1. Implement plans.

Cost Analysis: Several companies will prepare preliminary energy analyses for free, but a detailed analysis can cost between $5000 and $20,000.

Possible eCO_2 reductions: As stated previously, Newark buildings are the highest emission producer in the city operations, so reduction measures can produce significant energy savings.

<u>Municipal Action Item 3.13: Municipal Green Building Ordinance</u>

Short Term

1. Monitor the outcomes of discussions regarding legality of ordinances that require more stringent elements than the Building Code and our current Green Building Ordinance.
2. Participate in county and region-wide efforts that aim to achieve consistency in local jurisdictions' Municipal Green Building Ordinances.

Long Term-

1. Strengthen our Green Building Ordinance as it relates to Municipal Buildings, as appropriate or create a stand alone Municipal Buildings Ordinance.

Municipal Action Item 3.14: Zero Waste for the City Operations

Waste diversion is another action that reduces emissions with auxiliary benefits, such as decreasing the size of the landfills, reusing materials instead of depleting resources and produces nutrient rich compost to replenish planted soils.

Short Term-

1. Participate in the effort to accomplish the current goal of 75% diversion in 2015.

Medium Term-

1. Develop a plan to reach a zero waste level for municipal operations.

Long Term

1. Implement Zero Waste Plan for municipal operations.

Cost Analysis: To be discussed in Zero Waste Plan.

Municipal Action Item 3.15: Adopt Environmentally Friendly Purchasing Policy

Short Term –

1. Continue to work with stopwaste.org consultants to produce a model policy.

Medium Term –

1. Adopt an Environmentally Friendly Purchasing Policy.
2. Disseminate and discuss the policy with all applicable employees.

Long Term –

1. Monitor the effectiveness of the policy and suggest revisions as needed.

Municipal Action Item 3.16: Update Tree Management Policy to include carbon discussion

A healthy urban forest has several benefits, including:

- Reducing the energy consumption associated with air conditioned buildings by providing shade
- Reducing local ambient temperatures by shading paved and dark colored surfaces like streets and parking lots that absorb and store energy rather than reflecting it
- Intercepting and storing rainwater, thereby reducing water runoff volume

Trees also provide a GHG reduction benefit through a process called carbon sequestration. A single mature tree can absorb as much as 48 lbs. of carbon dioxide per year.

Medium Term –

1. Add carbon discussion to Tree Management Policy.

Municipal Action Item 3.17: Conduct brown bag lunch trainings for employees to educate employees about GHG reductions.

Short Term –

1. Develop desired learning outcomes and curriculum for training.
2. Work with the City's Human Resources Department to schedule employee training.
3. Work with business partners to provide GHG reduction-related freebies and other incentives to attract employee participation.

Medium Term –

1. Offer training to all employees; aim for 80% non-sworn personnel participation.
2. Consider a contest or other activity to keep employees motivated to learn about and implement additional GHG reduction actions.

Long Term –

1. Offer additional trainings to update employees on the City's GHG reduction efforts.
2. Encourage and allow employees the opportunity to peer educate.

Cost Analysis: Staff time would be required. At this time, no additional supply or service costs are expected.

Possible eCO_2 reductions: After education is provided, the emissions reductions will depend on the number of employees choosing to act and the number of actions taken by each employee.

Chapter 4: Residential Community Action Items

The Residential Community emissions account for about 10.9% of the total emissions in Newark. Residents in Newark probably contribute to about one half of the non-highway transportation emissions or about 10% of the total Newark emissions; resulting with the total Residential Community emissions equaling about 21% of the total emissions in Newark.

The overall plan for Residential Community action is to outreach, encourage and provide incentives when possible. Ordinances such as the Green Building Ordinance can help accomplish this goal. The Action Items listed below are intended to begin the outreach process and begin the discussion of the long-term goals for emissions reductions. A Residential Climate Task Force should be established to work with the citizens to determine which action items the residential community is willing to embrace and get behind.

Residents also set the tone for the local business communities. Residents can encourage businesses by only patronizing businesses that follow green practices.

Residential Community Action Item 4.1 – Personal Climate Action Plans

Just as the City has prepared this Climate Action Plan, each citizen can also create a personal plan. Sites such as www.green.yahoo.com can help individuals evaluate their carbon footprint and offer ideas on how to reduce their emissions. Understanding where emissions come from and being informed of the simple acts that can reduce those emissions is the basis for individuals to participate in emission reductions.

Action Item 4.1.1. Outreach
- a. Attend HOA and other resident group meetings
- b. Set-up booths at local events
- c. Distribute information through schools

Action Item 4.1.2. Encourage application of other jurisdiction's successful tools available to residents:
- a. Low Carbon Diet
- b. Green Neighborhood Challenge
- c. Green-Star Households

Residential Community Action Item 4.2 – Encourage use of Alternative Fuel Vehicles (AFVs)

Relatively speaking, municipal governments have limited opportunity to affect the technological improvements necessary to increase vehicle fuel efficiency and to lower the carbon content of fuels. But as residents, employees, business owners, city officials, students, etc., we affect our community's average fuel efficiency whenever we make a choice regarding the type of vehicle to drive (if we must drive at all). The role of city government and community-based agencies is to promote and provide incentives for low and zero-emissions vehicles as well as create the infrastructure necessary to support low carbon forms of transportation. The state and federal governments also have an important role to play. For example, the Pavley Bill (AB 1493, became state law in 2002) would require significant fuel efficiency improvements in automobiles sold in California and therefore have a direct impact on community-level greenhouse

gas emissions. Under the Pavley Bill, the average motor vehicle in 2020 could be expected to emit approximately 16 percent fewer GHG emissions compared with today's average automobile. Whether a result of the Pavley Bill, a new piece of state or federal level legislation, or a combination of outreach and incentives at the community level, improved fuel efficiency requirements and the utilization of low-carbon fuels (including electricity) are necessary pieces of the puzzle for our community's GHG reduction targets. However, the City and its partners and citizens must ensure that low-carbon fuels such as bio-diesel are produced in a manner that does not have negative effects on food supply and that is shown to actually create a GHG reduction benefit when analyzed from a lifecycle perspective.[6]

Action Item 4.2.1. Outreach

a. Should include that City uses CNG and is looking to expand CNG fleet.
b. Research on the number of hybrid vehicles that citizens own in Newark.
c. Invite public and private partners to present the benefits of and answer questions about AFVs at local resident meetings

Action Item 4.2.2. Participate in the region wide electric car network to install plugs in Newark.

Action Item 4.2.3. Through grant opportunities, create incentives for residents to purchase high-efficiency vehicles.

Residential Community Action Item 4.3 – Energy Conservation

Using less energy is the most direct way to save energy. A personal climate action plan can help citizens recognize where they could easily reduce their energy use.

Action Item 4.3.1 As part of other outreach programs, prepare information on common ways to use less energy.

Action Item 4.3.2 Connect residents with private and public assistance programs, such as weatherization, PG&E, Energy Star, and Green Packages

Action Item 4.3.3 Continue to partner with Alameda County, stopwaste.org, and other California agencies to provide energy assessment and recommendation services and incentives to Newark residents.

Residential Community Action Item 4.4 – CaliforniaFirst Program

The City is participating in the development of a state-wide program to provide another financing option for homeowners to install energy efficiency measures on their homes. This program is in conjunction with the California Statewide Communities Development Authority and CaliforniaFirst program. Sacramento County has taken the lead in pursuing California Energy Program grant funding to create and administer the program. Stopwaste.org will be the local lead agency, providing all participating Alameda County cities with the action framework.

Residential Community Action Item 4.5 – Increase Residential Recycling and Composting

The City of Newark has already set a goal of 75% diversion of waste by 2015. The ultimate goal will be 100% diversion. Residents must make choices to use their recycle and green bins as

[6] City of Berkeley Climate Action Plan.

efficiently as possible and they must make choices to purchase items that can be recycled or composted.

Residential Community Action Item 4.6 – Water Conservation

As discussed earlier in this report, distribution of water requires about 4 watt-hrs per gallon. Water conservation saves energy and helps with the drought problem the State has been facing for the last several years.

Action Item 4.6.1	Research incentive programs for removing water intensive plants and replacing with drought tolerant plants.
Action Item 4.6.2	Outreach regarding drought tolerant landscapes.

Residential Community Action Item 4.7 – StopWaste.org Green Packages

RC Action Item 4.4 discusses one of the financing options for homeowners to install energy efficient measures on their homes. Bay Area residents and property owners can use the guidelines that Stopwaste.org is creating to determine which measures are appropriate for their homes. The Green Packages can be used independently of the financing opportunity.

Action Item 4.7.1	Continue to be serve on the Technical Advisory Group of the Green Packages Program.
Action Item 4.7.2	Use the City website and other communication avenues to market the Green Packages Program to residents
Action Item 4.7.3	Consider adding the Green Packages standards and specifications to this document when published.

Residential Community Action Item 4.8 – Multi-family Building Owners Assistance

Newark has several building

Action Item 4.8.1	Encourage participation in and educate the multi-family unit property owners of the Green Points Rated (up to three unit apartments) and LEED (four or more units) certification programs
Action Item 4.8.2	If funded, refer owners to the regional Multifamily Green Retrofit Fund for loan assistance to help pay for energy and water reduction capital purchases
Action Item 4.8.3	Partner with owners to encourage their residents' participation in planned residential actions

Chapter 5: Business Community Action Items

Business Community emissions account for 40.4% of the total emissions in Newark. Businesses in Newark probably contribute to about one half of the non-highway transportation emissions or about 10% of the total Newark emissions; resulting with the total Business Community emissions equaling about 50% of the total emissions in Newark. This is the largest single sector which means the largest benefit can come from businesses reducing their emissions.

The overall plan at this time for the business community is outreach starting with a partnership with the Chamber of Commerce.

Business Community Action Item 5.1- Encourage businesses to prepare and make public a Climate Action Plan for their company.

As with the municipal and personal Climate Action Plans, a business can take inventory of their emissions and review their operations for opportunities to reduce GHG emissions.

Action Item 5.1.1	Provide resources for businesses to create Climate Action Plans.
Action Item 5.1.2	Assist businesses with completed Climate Action Plans in information sharing and mentoring activities.
Action Item 5.1.3	Refer businesses to the Bay Area Green Business Program.
Action Item 5.1.4	Recognize businesses with Climate Action Plans

Business Community Action Item 5.2- Increase Commercial and Business Recycling, Composting and Waste Reduction

Action Item 5.2.1	Share City's goal of 75% waste reduction by 2015 with business community; request their support
Action Item 5.2.2	Facilitate information exchange between model businesses and those businesses in need of assistance.
Action Item 5.2.3	Provide green building, retrofit, and recycling information at the City's information portals i.e. permit counter, website, Channel 26, Community Center(s)

Business Community Action Item 5.3- Consider Plastic Bag and Styrofoam Bans

Action Item 5.3.1	Monitor success of other cities in the Bay Area that are enacting these restrictions.
Action Item 5.3.2	Assist businesses in marketing the use of reusable bags for shopping.
Action Item 5.3.3	Pursue grant opportunities to provide reusable bags to residents.
Action Item 5.3.4	Recognize businesses that encourage use of reusable bags and/or replace their Styrofoam use with biodegradable materials.

Business Community Action Item 5.4- Green Building Standards

Action Item 5.4.1	Require all modifications, additions and new buildings built for commercial or industrial purposes to use environmentally preferred building practices.
Action Item 5.4.2	Encourage LEED, HERS, and/or Green Point Rated Certification
Action Item 5.4.3	Provide resources and checklists to obtain green certifications through the City's Building Department

Business Community Action Item 5.5- Green Fleets

Action Item 5.5.1	Encourage the use of low-carbon emitting vehicles and fuels
Action Item 5.5.2	Share the City's experience with AFVs

Business Community Action Item 5.6- Assist businesses in developing and implementing commuter benefits programs

Action Item 5.6.1	Survey Newark businesses about their programs
Action Item 5.6.2	Encourage businesses with model programs to peer educate

Business Community Action Item 5.7- Water conservation

Action Item 5.7.1	Survey Newark businesses about their water conservation practices.
Action Item 5.7.2	Introduce Bay Area Friendly Landscaping and other successful programs to businesses.

Chapter 6: Transportation Planning and Zoning

Transportation accounts for 44.4% of the total emissions in Newark. Over half of that number is from the State highways adjacent to our city, but 20% of the emissions are from local driving. The Climate Action goal of transportation planning and zoning is to reduce vehicle miles traveled (VMT) by encouraging residents and employees to use alternative modes of transit and by improving the effectiveness of the transportation circulation system through land-use and zoning mechanisms. In 2005, the Metropolitan Transportation Commission estimated that 158.17 million vehicle miles traveled (VMT) occurred on Newark roads, emitting approximately 87,601 metric tons of eCO_2.[7] Newark has 104 miles of local roads.

The long-term goals of transportation planning and zoning are to:

- Reduce VMT of passenger vehicles to twenty (20%) percent below business-as-usual projections by 2030[8].
- Reduce VMT of heavy trucks to ten (10%) percent below business-as-usual projections by 2030.

In the AB32 Scoping Plan the California Air Resources Board points out that in order to meet statewide emission targets, local governments will have to make land use planning and urban growth decisions that minimize emissions. The Scoping Plan recognizes that local governments have the authority in those areas. The Scoping Plan discusses that major urban areas could provide a reduction of up to two percent over business as usual by 2020 with the implementation of planning and zoning emission reduction strategies but recognize that most of the transportation reductions will most likely be in the form of improved green vehicle technologies.[9]

Newark wants to be fully supportive of state-wide goals and the City will work diligently to implement planning and zoning strategies that will help reduce emissions.

Much of reducing VMT requires individual initiatives and different choices, such as walking, biking, and choosing public transit, instead of driving. Measures to encourage these changes include: incentives, programs, and policies by businesses, agencies, and other organizations. This may include ride sharing programs, subsidized transit passes, and locating employment near transit and activity centers; institutional policies and programs, including K-12 health educational classes and promotional materials and venues; and governmental policies, programs, guidelines, and standards, such as municipal transit policies and zoning code standards that cap the maximum rather than minimum number of parking requirements. Several factors will greatly influence the ease with which actions that reduce VMT can be implemented. These factors include:

Fuel Prices

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[7] City of Newark Greenhouse Gas Emissions Analysis, August 2008. Page 7.

[8] The overall goals of this CAP are focused on 2020, but a 2030 goal is appropriate for discussions around long-term planning efforts. The Brookings Institute estimates that about half of the development that will exist in 2030 will have been built between 2000 and 2030. Brookings Institute. Dr. Arthur C. Nelson. www.citymayors.com/development/built_environment_usa.html

[9] California Air Resources Board, 2008 Draft AB 32 Scoping Plan. www.arb.ca.gov/cc/scopingplan/scopingplan.htm. Accessed January 2010.

Rising fuel prices, reduced driving frequency and trip length, whereas fuel price reductions spark an increase in driving. A UC Davis study shows that increasing auto costs by 50 percent decreased VMT by 16 percent.[10] It is clear that implementation will be greatly influenced by oil costs and other driving expenses.

Regional and State Collaboration
To achieve the required reduction in VMT, Newark will have to collaborate with other communities within the region, and with the state.

Resistance to Change Driving Patterns
Most drivers resist changing their travel modes. A survey conducted by the 1992 University of California, Irvine, the *Orange County Annual Survey* asked employed solo drivers to rate their likelihood of changing from solo driving in response to various fees and incentives. Fewer say they would be very likely to stop solo driving if they were subject to fees than if their employers paid them a cash bonus for no longer driving alone. Incentive or disincentive (% responding that it is very likely that incentive or disincentive would get them to stop driving along): parking fee (20%), smog fee (17%), congestion fee (16%), cash bonus to stop driving (28%), more public transit (33%) more carpools to work (35%).[11]

Challenges in Integrating Expansion of Transit and Transit-oriented Development
Expanded transit with land use intensification around light rail stations generally decreases VMT about 5% with the collateral benefit of decreased travel costs. Generally, increasing land use density succeeds only when walking and biking modes are adequate. Thus, support for implementation will depend on integrating both the form of development and the convenience, economy, safety, and the attractiveness of its mobility systems. Area 2 is planned around a future Dumbarton Rail Station that could utilize these ideas.

Competition with Roadway Infrastructure Improvements
Expanding road capacity generally increases auto travel and therefore, also increases emissions. In particular, new or expanded HOV lanes on freeways increase travel, so both provide significant constraints to other actions that reduce driving. As a result, ease of implementation will depend on other regional and State transportation decisions.

Perceived Threat of Climate Change
A well-documented and significant shift in the observable impact of climate changes - the reporting of the collapse of the Antarctic Ice Sheets, for example - could greatly accelerate the public‘s willingness to change travel behavior, and support governmental policies and standards for reducing emissions. But absent a dramatic climate change event reported by the mainstream media, or a displacement of climate change news by economic or political news, for example, it is less likely the public will change travel behavior.

Realizing Combined Benefits of Land Use, Transit, and Mobility Strategies

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[10] Chester, Mikhail V., Life-cycle Environmental Inventory of Passenger Transportation in the United States. Institute of Transportation Studies, University of California Berkeley, August 1, 2008. The author‘s website includes related presentations, news coverage, and previous draft versions

[11] US Department of Transportation has published more information on Intelligent Transportation Systems (ITS): www.its.dot.gov, www.itsoverview.its.dot.gov

An American Public Transportation Association (APTA) study on public transit and land use found that switching from an auto trip to a transit trip not only saves a certain amount of fuel, but also the presence of transit itself helps create fuel-efficient neighborhoods. APTA found that in transit enabled built environments, people drove less, walked more, and used transit more. The secondary effect was twice the magnitude of the primary effect.[12] Thus, educating the public and policy makers on the combined benefits of both land use and transportation strategies will make implementation easier.

Cost

To be successful, residents and businesses will have to participate in efforts to reduce VMT. To achieve the level of participation that is necessary to meet aggressive emissions reductions goals, the City will have to pay for ongoing outreach, education, and marketing.

Investment costs associated with zoning and planning strategies include paying City staff to develop programs that aim to reduce VMT. The ongoing operation and maintenance costs include paying one person of a staff of people to coordinate all of numerous commuter programs and to administer the programs. Depending on how the City develops the programs, the City may not pay for operational costs.

Additional Benefits

Reducing VMT will result in a smaller amount of fuel burned within Newark. Reduced fuel consumption will result in a reduction of not only GHGs but a number of hazardous air pollutants including nitrogen oxides, sulfur oxides, ozone, and particulate matter. Reducing fuel consumption could result in health benefits and improved local and regional air quality. Near-source air pollution impacts have the most serious health consequences and are more akin to occupational exposures. Transportation emissions are not only diluted and dispersed fairly rapidly, but they evolve even more rapidly. Fresh mobile air pollutants evolve furiously in the first three seconds and subsequently into much less dangerous size, composition, and concentration the first three minutes after exhaust. For example, educational tools can be used to illustrate that those living within 100 yards of major congested highways or City streets can have occupational-scale exposures similar to long-haul truckers, urban delivery van drivers, or diesel rail engineers.[13]

Planning and Zoning Action Item 6.1:

During the next General Plan update, review and evaluate appropriate transit modes that can decrease the need for personal vehicles for travel within the City. When proposing changes to the transportation system, the City should consider the climate impacts and give preference to solutions that reduce auto dependency and minimize GHG emissions.

Planning and Zoning Action Item 6.2:

Encourage smart growth principles that support higher-density, mixed-use and well-designed development in areas near the proposed future transit station and areas near major bus routes.

Planning and Zoning Action Item 6.3:

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[12] Journal of Public Transportation. Transit Price Elasticities and Cross-Elasticities. 2004, Vol 7, No. 2, pp. 37-58. WWW.nctr.usf.edu/jpt/pdf/JPT 7-2 litman.pdf. City of Hayward Climate Action Plan

[13] City of Hayward Climate Action Plan.

Explore the development of zoning and development standards that consider both the land uses and the urban design and form of buildings and public space, where the new standards will result in reduced GHG emissions.

Planning and Zoning Action Item 6.4:
Explore potential strategies related to the creation of additional affordable housing to sell to buyers employed in Newark, but who currently reside in other areas and commute to work in Newark.

Planning and Zoning Action Item 6.5:
Consider developing and adopting a Buy Local Plan that would give preference to local businesses. The plan should consider incentives such as marketing and promotion assistance for buy local businesses, continue to support the local farmers market, encouraging residents to grow food in home and community gardens, working with community partners to identify methodologies for tracking and reporting on the rate of local food production and consumption.

Planning and Zoning Action Item 6.6:
Accelerate Implementation of the City's Bicycle and Pedestrian Plans. Upon completion of the plan in October 2010, explore components whose implementation can be accelerated. This CAP should be updated with the recommendations of the completed plan.

Planning and Zoning Action Item 6.7:
Create ridesharing programs.

Planning and Zoning Action Item 6.8:
Enhance and expand outreach, marketing and education regarding landuse and transportation. Personal choice underlies many of the transportation-related changes that will have to occur in order for the community to achieve its GHG-reduction goal. Enhancing and expanding current education and outreach efforts is therefore fundamental to this plan. Such efforts are aimed at providing community members with access to information that enables them to make informed choices. For example, specific information about the economic and environmental impact of riding public transit or a bicycle as opposed to driving a car may influence the transportation choices one makes. Along with the City government, regional agencies and local community-based organizations are already playing a key role in providing information that can inform community members' choices.[14]

[14] City of Berkeley Climate Action Plan.

Chapter 7: Goals and Monitoring Plan

Goal Setting

In each of the previous chapters, staff presented and, where possible, evaluated actions for reducing emissions from several of the sectors comprising City and community GHG sources. Many of the recommendations were analyzed on a cost-benefit basis. Emission reduction goals have been set based on the analyses in this report and on the State's AB 32. Staff recommends adopting the following overall target goals across City and community operations:

1. Set greenhouse gas emissions reduction targets as follows:

   A. A 5 % reduction from 2005 Municipal emissions levels by July 2012. This would equal a reduction of 194 metric tons eCO_2.

   (194 mt eCO_2 is equivalent to the emissions from 11,000 gallons of gasoline combined with the energy used in 9 homes.[15])

   B. A 5% reduction in City and Community emissions by July 2015. This would equal a reduction of 21,680 metric tons of eCO_2.

   (21,680 mt eCO_2 is equivalent to the emissions from 1,230,000 gallons of gasoline combined with the energy used in 985 homes.)

   C. A community-wide target of a 15% decrease from 2005 levels by 2020, equal to a reduction of 65,038 metric tons.

   (65,038 mt eCO_2 is equivalent to the emissions from 3,650,000 gallons of gasoline combined with the energy used in 3000 homes.)

   Achieving goal C would enable Newark to match the State of California's goal of 1990 emission levels by the year 2020 (statewide it is estimated that 2005 emissions were 15% higher than 1990 emissions).

2. Incorporate carbon reduction into the City's General Plan goals to ensure continuity with other City priorities, continued action, and a long-term perspective.

3. Use this Climate Action Plan as a springboard for determining GHG reducing actions to take over the next few years. As possible, it shall be revisited and action steps reformulated at least biennially.

4. Maintain and report GHG inventories on a regular basis including:
   - Conducting regular community-wide GHG emission estimates using methodological advances to improve the estimates presented here.
   - As possible, conduct biannual municipal operations GHG emissions inventory.

[15] Equivalencies calculated with EPA's Greenhouse Gas Equivalencies Calculator (www.epa.gov/cleanenergy/energy-resources/calculator.html). The "home" unit is based on the national average single family household energy use.

5. Promote participation by Newark businesses in inventory efforts. These efforts should include:
    - Participating in regional efforts to promote consistent, science-based, reasonable, and transparent GHG inventory accounting.
    - Working with ICLEI, California Climate Action Registry, California Air Resources Board, US EPA or other broad based organizations who are working on developing new approaches to estimating emissions from refuse (landfills, recycling, composting) activities, water treatment, natural gas distribution systems, and other pertinent and applicable municipal operations.
    - Identifying and tracking long-term methodology and metrics for measuring progress (e.g. total, net, per-square-foot, per capita, per unit GDP, etc.).

Examples of other jurisdictions' goals

Jurisdiction	Climate Protection Budget*	GHG reduction target
Berkeley	~$10.1 million (FY2009,2010 only)	33% below 2000 level by 2020 and 80% below 2000 level by 2050
Chula Vista	~$2.8 million one-time costs; $1.99 million annually	20% below 1990 by 2010; 35% below 1990 level by 2035
Hayward	~$1.3 million	6% below 2005 level by 2013; 12.5% below 2005 level by 2020, 82.5% below 2005 level by 2050
Los Angeles		35% below 1990 level by 2030
Palo Alto		5% below 2005 level by 2012 and 15% below 2005 levels by 2020
Union City		Municipal Operations 30% below 2005 level by 2020.
Sacramento		1990 level by 2020, 25% below 1990 level by 2030, 80% below 1990 levels by 2050
San Jose		35% below 1990 level by 2020
Fremont		25% below 2005 level by 2020
Alameda County		80% below 2007 level by 2050
Marin County		15% below 2000 level by 2020
San Francisco		20% below 1990 level by 2012
Sonoma County (a)		25% below 1990 levels by 2015
State of California: AB 32		2000 level by 2012, 1990 level by 2020, and 80% below 1990 level by 2050
Kyoto Protocol		1990 level by 2012
U.S. Mayors' Climate Protection Agreement		1990 levels by 2012 (or better)

(a) All nine cities in Sonoma County have adopted targets at least as aggressive * as available

Monitoring

The City will measure its overall progress in reducing GHG emissions by:

- Completing the California Climate Action Registry inventory, or similar inventory, every two years, starting in 2011.
- Updating ICLEI inventory for community-wide emissions every five years.
- Monitoring the effectiveness of actions undertaken on an annual basis.

Actions to Date

Since 2005, the City of Newark has implemented some emission reduction actions. These actions work towards Goal 1-A.

Municipal Actions	Emissions in Metric Tons of eCO_2	% reduction
2005 Municipal Emissions	3881	
Community Center Lighting Retrofit	16.8	0.4%
Silliman Center Lighting Retrofit	5.5	0.1%
Fuel Use Reduction*	52	1.3%
Remaining Reduction neededto meet 2012 Goal	120	

*Due to driving policy modifications and reduced staffing levels, fuel use has decreased by about 7.7%, 5900 gallons, since 2005.

As mentioned in Chapter 3, measures that will be implemented in 2010 will provide us with the sufficient emission reductions to meet the 2012 goal.

Chapter 8: Adaptation

Even if the City of Newark, the State of California and the United States take a leadership role in combating climate change, there will still be some affects. The most notable in the Bay Area is the predicted rise in water level of the San Francisco Bay. Other affects include weather changes and an increase in fires in the surrounding areas.

Several documents are emerging on the topic of climate change adaptation. ICLEI has prepared a Guidebook for Local, Regional and State Governments and the State of California has prepared a Climate Adaptation Strategy Discussion Draft.

Adaptation Action Item 8.1- Conduct a Vulnerability Assessment.

Adaptation Action Item 8.2- Develop a strategic plan of Climate Change Adaptation.
New, more accurate information about the current and future effects of climate is becoming more and more available. Researchers at institutions such as UC Berkeley, Lawrence Berkeley National Labs (LBNL), the San Francisco Bay Conservation and Development Commission (BCDC), and the Union of Concerned Scientists are generating models that governments can incorporate into strategic and capital planning efforts. For example, according to a report released by the California Climate Change Center[16], if heat-trapping emissions continue unabated, the Sierra Nevada spring snow-pack could shrink by 90 percent by the end of the century. Shrinking snow-pack would affect this region's water supply. This is a regional issue with a regional solution; however Newark will work with regional agencies including the Alameda County Flood Control District and BCDC to adapt to any rise in water levels. Scientists also project that global warming may affect Californians' health by exacerbating air pollution and causing more extremely hot days.

Arnold Schwarzenegger issued Executive Order (EO) S-13-08 directing state agencies to enhance the State's management of climate impacts from sea level rise, increased temperatures, shifting precipitation and extreme weather events. As part of implementation of EO S-13-08, the California Resources Agency, along with the Cal/EPA, the Business Transportation and Housing Agency, the Department of Health and Human Services, and others, is developing the State's first comprehensive Climate Adaptation Strategy (CAS). Newark will participate, when possible in the planning and implementation of the CAS. This will help each level of government better understand its role in developing robust adaptive strategies. Further, cooperation across levels of government will assist cities, counties, regional agencies and the state to become better informed regarding adaptation efforts already underway and the resources available to become more resilient to a changing climate.

[16] "Our Changing Climate: Assessing the Risks to California," A summary report from the California Climate Change Center, July 2006

Introduction

This report provides a summary of three projects the City of Newark researched to conserve energy and improve efficiency at the City's recreation centers. A lighting retrofit at the Newark Community Center was selected as the first project. The second project was also a lighting retrofit, specific to the gymnasium room at the Silliman Activity Center. And finally, the Silliman Family Aquatic Center was identified as the third project. Many opportunities for energy efficiency exist at the Aquatic Center considering the equipment and amenities of its water features. Because of its prospects, options including renewable energy technologies were reviewed to increase energy efficiency. Each project is at a different stage of development and/or implementation.

All projects were stalled due to City budget cuts, which were unknown at the time of grant application. On March 31, 2008, the Maintenance Division was required to lay off one Building Mechanic position, leaving only three personnel to provide building maintenance to the City's approximately 240,000 square feet of facilities. This building mechanic was nearing completion of the Community Center project, and was scheduled to begin work on the Silliman Center gymnasium project shortly after his lay off.

The Newark Community Center Lighting Retrofit project has saved the City 18,333 pounds of eCO_2[1] to date by reducing the electricity use in these fixtures by 60%[2]. This translates to an overall savings at that site of 9%[3]. The Silliman Activity Center Gymnasium Lighting Retrofit project is estimated to reduce eCO_2 by 7,110 pounds per year by reducing the electricity use in these fixtures by approximately 70%. Due to the combined electricity usage data of the Silliman Activity Center and the Silliman Family Aquatic Center, it is impossible to determine the percentage of savings this represents for only the Silliman Activity Center site. We expect to have the lights installed in the gymnasium by summer 2009. The Silliman Family Aquatic Center project determined that a more in-depth study is the next step towards energy efficiency. A multitude of options is available, and the solution will likely incorporate more than one measure. Funding for this type of study (up to $15,000) will be pursued through the Economic Stimulus Funding Energy Efficiency and Conservation Block Grant Program. If awarded, staff will prepare a Request for Proposal to invite companies to bid on a complete energy efficiency study for the Silliman Family Aquatic Center. In addition, staff will pursue approval for study implementation recommendations including

[1] STAPPA/ ALAPCO, and ICLEI's Clean Air and Climate Protection software; estimated monthly kwh savings (wattage saved converted into kwh multiplied by estimated number of hours bulbs are in use per Recreation Coordinator Sheila Allen, manager of the Community Center building rental program) converted by software and multiplied by the number of months since completion of retrofit

[2] Number of bulbs multiplied by the wattage of bulbs of original lighting minus the number of bulbs multiplied by the wattage of new lighting converted into a percentage

[3] Per PG&E invoices, the July 2006 – June 2007 total kwh usage divided by 12 months, obtaining a monthly kwh usage average prior to commencement of the project; the monthly kwh savings divided by the monthly kwh usage averaged from FY06-07 converted into a percentage

requesting Capital Improvement Funds and researching grant opportunities. A time frame cannot be placed on this project until the funding source is identified.

The energy savings achieved by these projects so far has been 1.5% reduction in electricity use[4]. The overall energy savings expected from all three projects being complete is estimated at 43%[5]. This is slightly above what we expected before we analyzed these projects.

Project 1: Newark Community Center Lighting Retrofit

1.1 Existing Building Data

The Community Center building is a 15,000 square foot multi-use facility which includes a reception area, four offices, a staff common area, a vending room, two preschool rooms, a meeting room, two banquet rooms, and a kitchen with commercial appliances. Electricity is used to power the indoor and outdoor lighting, office equipment, vending machines, appliances, and HVAC system.

The Community Center's four decade old design presents many challenges for energy efficiency. Built in 1968, the Community Center's masonry and wood architecture with vaulted ceilings lend to a charming country feel. The building's award-winning architecture is highly regarded by Newark residents and visitors. Preserving the architectural integrity of the building is important to Newark, and as a result, an additional challenge when considering any energy upgrades. Therefore, structural changes or upgrades requiring design changes or physical alterations were not considered.

Inside the Community Center, the existing lighting included 50, 75, and 90 watt incandescent bulbs and T8 style 32 watt fluorescent tubes. Along the outdoor perimeter, 65 watt fluorescent bulbs were in use. This lighting configuration is estimated to have been using 16,009 kwh of electricity a month[6] or 17,373 pounds of eCO_2.[7] A lighting retrofit became the obvious choice to improve the building's energy efficiency. The lighting retrofit was estimated to cost $5,000 which could be

[4] Per PG&E bills, monthly kwh savings estimated from the completed Community Center and progress to date Silliman Center Gymnasium lighting retrofit projects divided by the monthly kwh average of the Newark Community Center, Silliman Activity Center, and Silliman Family Aquatic Center.
[5] Per PG&E bills, monthly kwh average of the Newark Community Center, Silliman Activity Center, and Silliman Family Aquatic Center divided by the monthly kwh savings estimated from the Community Center and Silliman Center gymnasium lighting retrofit projects; and the Aquatic Center project savings per the September 13, 2007 PacificWest Solutions Preliminary Energy Services Proposal (numbers within proposal were provided for illustrative purposes only).
[6] Original wattage of all lighting identified for retrofit converted to kwh multiplied by hours in use per month
[7] Clean Air and Climate Protection software used to convert kwh to eCO_2. Exact estimations of eCO_2 cannot be determined due to the various sources (natural gas, coal, nuclear, etc.) PG&E derives its power from and supplies our specific facilities.

accommodated within the existing Building Maintenance Budget (CIP 878: Citywide Building Upgrades, an ongoing fund replenished annually).

In addition, replacement of the original boiler HVAC system was also identified as a priority for energy efficiency reasons. It also needs replacement because it is past its functional life span. The estimated cost of replacing portions of the HVAC system to increase its life span and productivity is $250,000 and could not be accommodated in the existing budget.

1.2 Lighting Retrofit Data

In 2007, upon request from City staff, a lighting specialist toured the Community Center facility to evaluate the Community Center's lighting efficiency. Due to the tie in of the HVAC system to the lighting switches and the architectural challenges, options such as sensors and dimmers could not be considered. The only option was to change the lighting fixtures and/or bulbs. The lighting specialist presented recommendations for each room in the Community Center. Recommendations ranged from simply changing the type of bulb to installing entire new fixtures. City staff reviewed the recommendations and determined that several rooms could be retrofitted based on the City's staff and budget available at the time. Some of the recommendations were not authorized for implementation due to the complexity and potential cost of installing new fixtures. Funding for the scaled down project was identified within the existing building maintenance budget and assigned to staff to complete as time allowed.

From July 2007 to March 2008, ballasts and bulbs were replaced throughout the facility as time permitted. Only the staff offices and restrooms had already been upgraded to energy efficient lighting prior to 2007, so these areas were not included in the project. As mentioned earlier, layoffs halted this project near its completion. By the end of March 2008, the center's lobby, two banquet rooms, reception area, and hallway were retrofitted with 22 watt compact fluorescent light bulbs (cfls) and T5 type 25 watt fluorescent tubes. Along the outdoor perimeter, 22 watt cfls were installed. A total of 118 cfls were installed inside, 21 cfls were installed outside and 66 T5 tubes were installed. After the ballasts and bulbs were replaced, the reception area wall was painted to reflect more light, providing even greater efficiency and productivity.

All other areas in the Center are on hold until time permits existing staff to complete the project or the budget allows additional staffing. When the project restarts, three rooms will likely be included in the next phase. Collectively, these rooms contain 28 T8 type fluorescent tubes and 16 incandescent bulbs. Future retrofitting may include the tennis court and park lights.

1.3 Energy Savings Achieved

Each indoor incandescent bulb replaced with a cfl saved 53-68 watts. A total of 118 cfls were installed inside. Each outdoor 65 watt fluorescent bulb replaced with a cfl saved

43 watts. A total of 21 cfls were installed outside. Each T8 tube replaced with a T5 saved 7 watts. A total of 66 T5 tubes were installed.

Table 1.3.1 – Newark Community Center Lighting Retrofit – Completed to Date

Original Bulbs	Replacement Bulbs	Bulb Count	*Monthly Energy Savings*		
			kwh[8]	$[9]	eCO_2 (pounds)[10]
50, 75, & 90 watt incandescent	22 watt cfl	118	119	$17	129
T8 32 watt fluorescent	T5 25 watt fluorescent	66	302	$42	328
65 watt fluorescent	22 watt cfl	21	1,456	$204	1,580
TOTALS		**205**	**1,878**	**$263**	**2,037**

For building maintenance staff, retrofitting light bulbs to cfls and painting were fairly simple tasks, requiring a minimal amount of time per bulb. The T5 retrofit was the most involved; up to 60 minutes of staff time was needed for the typical two tube fixture. So far the retrofit has taken 46 hours of staff time. It is estimated an additional 16 hours is still needed to complete the project.

A review of the PG&E bills from fiscal year (July - June) 2006-2007 to fiscal year 2007-2008, show that the Community Center saved 31,000 kwh, an average of 2,583 kwh per month which equates to 2,803 pounds of eCO_2. This saved the City $3,517.82, an average of $293.15 per month. Savings are expected to increase over time in part because the longer lasting cfls have up to a double life expectancy, relieving staff time and reducing supply purchases for bulb replacement.

The cost of the project included $2,900 for up front purchase of the bulbs and ballasts, and $1,632 for staff time, making the total cost of the project $4,532.

1.4 Future Energy Efficiency Projects

As mentioned above, the lighting project will be completed as time permits.

The next project to improve energy efficiency at the Newark Community Center will be the HVAC system including the original boiler/chiller. The whole facility is controlled by a central system with a master thermostat panel. In addition to the antiquated, high energy using equipment, the existing HVAC system contains pumps and motors that run 24 hours a day. Realizing the potential for the HVAC system to fail in the near future because of its age, the City authorized funding through the citywide equipment

[8] Original bulb wattage minus the replacement bulb wattage converted into kwh multiplied by the number of hours used per month
[9] Kwh energy savings multiplied by the average kwh cost per FY06-07 PG&E bills for the Community Center
[10] Using Clean Air and Climate Protection software, converted kwh to eCO_2

replacement account. While the Center's architecture will still contribute to climate control issues and design challenges, funding will allow changes to the system that will result in improved energy efficiency. The proposed changes will separate out the two large banquet halls from the central system. This will require considerable less usage of the original boiler and chiller system (saving energy), and allow energy efficient units to service the two largest, revenue generating rooms in the facility. Design of potential changes is in progress. The project is scheduled to go to bid in 2009.

Project 2 - Silliman Activity Center Gymnasium Lighting Retrofit

2.1 Existing Building Data

The Silliman gymnasium is one room within a multi-use recreation facility. This particular area has an inefficient lighting system which differs from the rest of the facility. The lighting is inefficient in that it does not light the gym well, it warms up slowly and the bulbs are not low wattage bulbs. The 2001 installed system included (64) 250 watt Metal Halide bulbs – 36 bulbs in the ceiling fixtures, 18 wall washer fixtures, and 10 dormers.

Lights in the gymnasium were being turned on first thing every morning (between 5:00 and 6:00 a.m.), and left on all day (until 9:00 or 10:00 p.m.) because the lighting required a warm-up period of approximately 30 minutes. This challenged facility staff because throughout the day, hours were reserved for open gym. During open gym, a person could arrive at anytime unannounced requiring immediate access to the gymnasium. In order to accommodate customers in a timely manner, staff decided the lights were to remain on during all of the facility's operating hours.

In early 2008, staff reviewed operations and made several changes. Operating hours were decreased, and emphasis was put on saving energy. Staff decided that enough natural light entered the gymnasium, allowing staff to keep lights off when not in use. While lights warmed up for customers, natural light was enough to allow customers to use the gymnasium safely. This change alarmed some customers at first, but proved to be an effective method of energy savings.

2.2 Lighting Retrofit Data

In addition to operational changes, the Building Maintenance Division began planning a retrofit of the lighting. Maintenance Supervisor Robert McKinney[11] reviewed energy usage reports and observed the gymnasium in use. He visited similar facilities such as the San Leandro High School gymnasium and two community centers in the City of Fremont. At these sites, he spoke with representatives about their lighting system experiences, and studied the aesthetics and illumination each lighting system provided. Maintenance Supervisor McKinney found that two basic types of lighting existed for

[11] Maintenance Supervisor Robert McKinney oversees all building maintenance staff. He can be reached at 510-578-4802 or Robert.mckinney@newark.org

gymnasiums, and concluded that only one would fit with the Silliman Activity Center architecture.

Once the bulb was selected, Maintenance Supervisor McKinney considered variations of lighting numbers and types. Prior to installation, he predicted that the new layout would include just 24 fixtures. This is due to much of the gymnasium lighting being used is for aesthetic purposes versus functionality. Maintenance Supervisor McKinney concluded that the 18 wall washers and 10 dormer lights could be put out of service, as they appeared to provide no lighting for the courts or audience areas. He also concluded that 12 of the 36 ceiling fixtures could be put out of service without compromising the desired illumination.

With a new lighting layout plan, Maintenance Supervisor McKinney requested that PG&E visit the site to calculate the potential energy savings. Each original fixture consisted of one 250 watt metal halide bulb. Each new fixture includes eight (8) 40 watt compact fluorescent bulbs. PG&E and Maintenance Supervisor McKinney agreed that this retrofit could achieve at least a 70% energy savings[12].

Installation began in February 2009. As planned, 12 of the 36 ceiling fixtures were put out of service. The remaining 24 fixtures were replaced, and each fixture provides twice the lighting to the gymnasium floor compared to the original fixture[13]. However, each corner of the gymnasium was darker than desired. To provide lighting in these areas, Maintenance Supervisor McKinney decided to replace eight of the dormer fixtures. Four have been replaced to date at two of the gymnasium corners. This solution provides the desired illumination. The remaining four dormer fixtures are scheduled to be replaced by June 2009, contingent upon shipment of the additional fixtures (two are on hand and three are on order; two for installation and one for inventory). When all 32 fixtures are installed, a final evaluation will be conducted. It is expected that all remaining gymnasium fixtures not replaced with cfl bulbs will be electrically disconnected.

2.3 Energy Savings Data

The immediate savings will be attained by decreasing the gymnasium lighting by 8,000 watts; a reduction of 50%[14]. The overall energy savings will be realized by the aforementioned wattage reduction, and shorter usage time due to the ability to eliminate a warm-up period. With the new bulbs, the lights will only be on while the gym is in use. The City will also achieve a long term savings of changing the bulbs less often.

The new fixtures will increase the wattage from 250 to 320 watts, but a 50% reduction in fixtures creates the large overall wattage reduction. Reduced use and elimination of a

[12] Original wattage used multiplied by number of hours originally used minus new wattage multiplied by new number of hours used (no warm-up period and non-use when room is vacant)
[13] Building Maintenance staff used a foot candle meter at the gymnasium floor level, measuring 12 foot candles directly under the old lighting fixture and 24 foot candles directly under the new lighting fixture
[14] Original wattage total minus the new wattage total, converted into a percentage

warm-up period is expected to save an additional 25%[15], which equates to 273 kwh per month[16] or $38[17]. The long term staff time saved equates to 5.3 hours[18]. The expected monthly savings from the progress to date is $114 in PG&E costs[19] and 889 pounds of eCO_2[20]. Upon completion of this project, the total expected monthly savings in PG&E costs is $117[21]. The total expected monthly eCO_2 savings is 913 pounds[22].

In November 2008, building maintenance staff completed a mock installation of one fixture in order to estimate the staff time required for the lighting modification. At that time, the project appeared to require two Building Mechanics (2/3 of our current staff) and two (2) to three (3) hours per fixture to install. Building Mechanic staff continued to work with the model and determined that the original fixture's mounting bracket could be used with the new light fixtures. This step cut both the installation time and labor in half. Now, one Building Mechanic could safely install one lighting fixture in approximately one hour.

This solution required approximately eight hours of Maintenance Supervisor time for research, logistical coordination, and oversight. For the 28 completed fixtures and mock installation, one Building Mechanic II spent 31 hours of regular time. An additional eight hours of Building Mechanic II time is estimated for installation of the remaining fixtures and disconnection of the original fixtures. To date, staff costs are $1,592, and estimated to total $1,887 upon completion of the project. In addition to staff costs, 30 bulbs were purchased at a cost of $17,846. This order was based on the original goal of 24 fixtures. Once it was determined to increase the fixture total to 32, an order was placed for additional fixtures (two to complete the project and one for inventory) at an estimated cost of $1,800. Total costs for this project, including staff time, are expected to be approximately $21,533.

Project 3 - Silliman Family Aquatic Center

3.1 Existing Building Data

This 32,320 square foot indoor aquatic center was the second phase of a multi-use recreational facility. Though just a few years old, this facility consumes over 60% of the

[15] Estimated by PG&E and Maintenance Supervisor McKinney based on hours no longer needed due to replacement bulbs eliminating need for use while room is vacant.
[16] Converted percentage into kwh
[17] Multiplied kwh per month by average kwh cost
[18] Estimated original bulb maintenance time per fixture multiplied by number of fixtures minus new bulb maintenance time per fixture multiplied by number of fixtures divided by difference between expected life of current bulbs and expected life of replacement bulbs
[19] Added expected monthly cost savings of change in bulb wattage of replaced bulbs to date to expected monthly cost savings of additional savings from non-use while room is vacant.
[20] Using Clean Air and Climate Protection software, converted monthly cost savings into eCO_2
[21] Added expected monthly cost savings of change in bulb wattage of total project to expected monthly cost savings of additional savings from non-use while room is vacant.
[22] Using Clean Air and Climate Protection software, converted monthly cost savings into eCO_2

City's total PG&E bill. With energy costs continuing to rise and the City's desire to lead a greener Newark, this facility became the focus of potential financial savings and carbon dioxide emission reductions.

The facility includes a reception area, staff offices, restrooms, café, vending machines, and the natatorium. The current lighting system consists mainly of T8 fixtures with minimized control, contributing to a significant lighting load. The HVAC system consists of packaged roof units, an air to air heat exchanger, rooftop hot water boilers, and a CSI control system. Heating the pool requires four natural gas powered heaters. Ensuring quality water flow requires 12 electrical powered pumps, equivalent to over 115 horsepower. Two large air handlers, one which runs 24/7 and the other which runs approximately 18 hours per day, use a considerable amount of electrical power. Through PG&E's InterAct software, City staff has been able to review the facility's energy usage in great detail, assisting the City in focusing its energy saving efforts.

Over $30,000 is spent annually to maintain and repair the pool's heaters, pumps, and controls. In addition, one of the three Building Mechanics employed by the City is almost exclusively dedicated to this facility.

3.2 Energy Saving Alternatives Researched

Opportunities to increase energy efficiency and reduce carbon emissions are numerous. This section will look at the options that apply to the aquatic center and analyze the feasibility of each option based on cost, reduction potential, lifecycle impacts and site constraints. Information provided by vendors and experts is generally based on phone and email communications. Funding was not allocated for studies or other tools that could provide exact cost-benefit analyses. Two companies, PacificWest Solutions and Suntrek Industries, completed tours of the facility and collected utility information for their proposals. Numbers provided in their proposals are for illustrative purposes only.

3.2.1 Cogeneration

PacificWest Solutions[23] provided recommendations to improve the Aquatic Center's lighting, HVAC, and pool systems. Cogeneration, a way of using waste heat to generate electricity, was a top recommendation. Cogeneration requires the installation of a natural gas driven generator. In addition to reducing gas transportation, cogeneration would replace the four heating units as the pool's water heating source. Significant savings could be achieved through maintenance and repair reductions, in addition to both energy costs and carbon emissions reduction. A life cycle analysis of the exact CO_2 savings would reveal an even greater savings in the transportation and manufacturing phases.

[23] Contact information: Robert Cho, PE, CEM, CMVP, President, PacificWest Solutions, Inc., 3941 Park Drive, Suite 20-179, El Dorado Hills, CA 95762; 775-772-2123 Mobile; 916-941-8326 Office; 916-404-0392 Fax rcho@pacificwestsolutions.com

When PacificWest Solutions' original proposal was provided in 2007[24], the rebate incentive for cogeneration was much higher than it was in 2008[25]. The City hopes that the cogeneration rebate will rise again, making this a more viable option for the City. Cogeneration was one of several recommendations presented as a package, and therefore numbers related specifically to cogeneration are not available. The package as a whole is detailed in Section 3.3.1, including a return on investment analysis, upfront costs, ongoing costs, and projected savings. The City estimates cogeneration to cost $720,000.

3.2.2 Frequency Drive Controllers

Another top recommendation from PacificWest Solutions, which confirmed our own research, is to install variable frequency drive controllers on the pools' 12 pumps. This would assist in managing the flow rates, with special regard to the water features. Allowance for day and night variances would also assist in powering down the pumps, reducing the carbon emissions and energy costs. The addition of a computerized programmable logic control for the pump system would also be a beneficial feature. The control would modulate the pump speed and provide improved control.

Frequency Drive Controllers are estimated at $60,000. Installing Frequency Drive Controllers was one of several recommendations PacificWest Solutions presented as a package, and therefore their numbers related specifically to frequency drive controllers are not available. The package as a whole is detailed in Section 3.3.1, including a return on investment analysis, upfront costs, ongoing costs, and projected savings.

3.2.3 Heating, Ventilation and Air Conditioning (HVAC)

While the heating, ventilation, air conditioning (HVAC) units, and lighting systems are somewhat energy efficient, PacificWest Solutions noted that improvements can be made to further reduce carbon emissions. Recommendations included recommissioning the HVAC units for optimal operation, and taking advantage of the scheduling option in the automated building system to allow staff to fine tune operations and facilitate building equipment maintenance. The HVAC system has received regular preventative maintenance and does not need recommissioning at this time, but this is recommended to occur in about 6 years.

Without a detailed evaluation of the HVAC system, a recommissioning can be estimated to cost up to $100,000. HVAC modification was one of several recommendations PacificWest Solutions presented as a package, and therefore their numbers related specifically to HVAC modification are not available. The package as a whole is detailed in Section 3.3.1, including a return on investment analysis, upfront costs, ongoing costs, and projected savings.

[24] PacificWest Solutions Energy & Facility Services Preliminary Energy Services Proposal for the City of Newark, September 13, 2007
[25] PacificWest Solutions Energy & Facility Services Preliminary Energy Services Proposal for the City of Newark, December 12, 2008

3.2.4 Lighting Retrofit Options

PacificWest Solutions recommended changing the T8 lighting to T5. The City is concerned about the time involved in retrofitting the fixtures. A more in-depth study may reveal that the energy savings is minimal in comparison to the staff time required to complete this type of project. Another lighting recommendation included installing increased lighting controls, offering greater control of use.

The City estimates lighting upgrades to cost approximately $20,000. Lighting upgrades was one of several recommendations PacificWest Solutions presented as a package, and therefore their numbers related specifically to lighting upgrades are not available. The package as a whole is detailed in Section 3.3.1, including a return on investment analysis, upfront costs, ongoing costs, and projected savings.

3.2.5 Solar and Wind Power

Solar and wind power are natural, renewable forms of transforming energy into electricity. The facility's roof faces south-southeast, an ideal position to capture the sun's energy. A large field behind the facility may also be an option for a solar farm. Another option to consider would be construction of a carport structure in the existing parking lot with roof mounted solar panels, similar to the Alameda County Courthouse in Fremont. Solar requires a significant upfront cost, averaging a 15 year payback. Systems may be leased or owned, and various agreements can be entered into. Currently, the Joint Venture Silicon Valley Climate Protection Taskforce has a subcommittee exploring various financing options, including a power purchase agreement. Results are expected in 2009, and may provide the City of Newark an opportunity to significantly reduce the costs associated with solar systems.

Since sun is more prevalent than wind in terms of generating power in our region, solar power projects have been more common than wind. The City of Hayward purchased solar panels for one of its facilities. The cost was $1.8 million, half of which was paid for through a PG&E grant and half is being financed by the City of Hayward[26]. According to PowerLight[27], the vendor that installed the solar panels for the City of Hayward, the anticipated energy savings averaged $51,400 in reduced electrical costs and over 66 tons of eCO_2 annually. City of Hayward Facilities Manager Avila stated that the solar panels are generating more electricity than needed to power the facility housing the solar panels. While exact savings numbers were not available, the City of Hayward reports a positive experience with its solar project.

In addition to photovoltaic solar panels generating electricity, solar thermal systems generate heat, ideal for swimming pools. Representatives from Suntrek toured the Aquatic Center and reported several opportunities to use solar thermal to offset the City's heating costs. Each of the three pools would require its own system, and could

[26] Avila, Vic, Facilities Manager, City of Hayward, (510) 583-4820, vic.avila@hayward-ca.gov
[27] PowerLight Solar Electric Systems, 2955 San Pablo Avenue, Berkeley, CA 94702, (510) 540-0550, www.powerlight.com

be installed in 3-4 days. An additional system could be installed to generate heat for the domestic hot water system. The biggest hurdle is determining the best location for each system. The roof area with the greatest sun exposure is tiled with slate, which would likely be significantly damaged and troublesome for solar thermal system installation. Other roof areas, with less sun exposure, can host a portion of the systems, but would be unable to accommodate the entire system. The City must also consider that installation in areas with minimal sun exposure would likely not produce enough electricity to be cost-effective.

Solar thermal systems have a 20 – 25 year life expectancy, and require minimal maintenance. Solar photovoltaic systems have a 30 – 40 year life expectancy, and also require minimal maintenance.

Wind power may be more difficult in the City of Newark. Until a study is conducted, it is uncertain if enough wind is generated at the site to make wind turbines effective. Also, a structural analysis would have to be completed to determine if rooftop installation of a wind turbine would be an option. Benefits of wind power are similar to solar in regards to installation, maintenance, and life expectancy. However, wind turbines viewed to date are incongruent with the Silliman Center's architecture. Environmental concerns would also have to be addressed, such as any impact turbines may have on birds and other wildlife, if wind power is further explored. One positive is that wind turbines report a shorter payback period than solar, about three and one-half years compared to fifteen years.[28]

3.2.6 Geothermal

Adjacent to the Aquatic Center is the nation's first LEED Platinum Community College, Ohlone College. One of its energy systems is geothermal which works in conjunction with an Enthalpy Wheel. Generally, geothermal has a payback period of up to nine years. The Aquatic Center's proximity to the bay is advantageous, and perhaps like Ohlone College, the payback period could be as low as three years. Geothermal systems report a 25 to 30 year lifespan.

Geothermal works through installed coils underground, which use the Earth's natural moderate temperature to heat and cool a facility. Geothermal systems are also capable of heating water. Systems require a small amount of electricity for its compressors and heat exchangers. Coils are filled with water or an environmentally safe antifreeze solution, with some systems built to reintroduce the water into local reservoirs[29]. It is estimated that 70% of the energy used is renewable.[30] Also, geothermal fields produce

[28] Carrington, Mark, VP Field Operations, Marquiss Wind Power, 101 Parkshore Dr., Folsom, CA 95630; (916) 932-7195, www.marquisswindpower.com
[29] City of Santa Rosa, California, ci.santa-rosa.ca.us
[30] http://www.geoexchange.org/goethermal/geoexchange-explained/what-is-geoexchange/html

~~a~~ approximately one-sixth of the carbon dioxide that a relatively clean natural gas-fueled power plant produces.[31]

An Enthalpy Wheel can capture up to 95% of the wasted energy that is normally lost through exhaust. This recovery works with the geothermal system to moderate air temperature.

Michael Lucas, PE and Partner of Alfa Tech Cambridge Group[32] led the project at Ohlone College. Mr. Lucas recommended that an Energy Modeling and Life Cycle Cost Analysis be completed for the City's Aquatic Center in order to determine the best combination of energy systems.

3.2.7 Other Options Not Considered

The City of Lompoc, California chose to incorporate natural ventilation into their 2006 aquatic center design[33]. Motorized, retractable glass wall and roof panels provide natural day light and ventilation. All electrical needs and 75% of the pool heating needs will be covered through two fuel cells in a future design plan. Also, cogeneration is planned to provide additional heat. Excess power is expected to be generated, which will feed back into the city-owned electrical grid. Replacing the roof and walls at the Silliman Center is not a feasible option, as costs associated with re-constructing the facility would be prohibitive.

3.3 Energy Saving Plan

Looking at a variety of combinations of the above options is the best way to achieve a more desired carbon emissions reduction. The plan we are putting together for the aquatic center will continue to be dynamic because of the fast pace of technological changes and the lack of long-term analysis on some of the options that seem attractive right now.

The first step in the Energy Saving Plan for the Aquatic Center is to generate a thorough analysis of the potential energy efficient measures. Upon completion of the analysis, prioritizing the recommended actions and determining funding sources will be a next step. Energy efficiency measures can be implemented in phases as the money is available in the maintenance budget, or also be proposed as a future capital improvement project.

[31] U.S. Department of Energy - Energy Efficiency and Renewable Energy, Geothermal Technologies Program: Geothermal FAQs
[32] Michael Lucas, PE, Partner, Alfa Tech Cambridge Group, 120 Montgomery Street, #715, San Francisco, CA 94101; (415) 403-3000, Michael_lucas@atce.com
[33] City of Lompoc (Calif.) Aquatic Center Aquatic Design Group. (2007, July/August) *Aquatics International*.

3.3.1 *Cost Analysis*

An in-depth study of the various energy measures, such as the Energy Modeling and Life Cycle Cost Analysis recommended by Alfa Tech Cambridge Group or the Energy Study proposed by PacificWest Solutions, can cost up to $20,000. Funding opportunities to cover these costs exist. However, many require a level of commitment to recommended actions after the study is complete. Without knowing what actions may be recommended and a lack of funds appropriated in the City budget, it would be negligent to accept funding for an analysis that would require further commitment.

Examples of implementation costs were provided by a few contacts. A rough estimate of a complete geothermal system would be $800,000 to $1,000,000, according to Alfa Tech Cambridge Group,

SunTrek provided three scenarios of solar photovoltaic systems costs. To cover almost 100% of the Aquatic Center's electric use, a solar photovoltaic system would cost $6.3 million; generate $188,785 in annual savings; and allow a $246,463 rebate. The rate of return on this project would be approximately 19 years.

SunkTrek also provided preliminary costs for solar thermal systems for the Aquatic Center pools. Based on the pools' surface areas, local weather patterns, and other assumed factors, the estimated solar thermal system costs of each pool are:

Lazy River	$ 31,884
Leisure Pool	$ 39,376
Lap Pool	$ 46,194
Total:	$117,454

The payback period on these solar thermal systems is approximately three years.

To implement all of the measures recommended by PacificWest Solutions (cogeneration, controls optimizations, energy monitoring, HVAC upgrades and commissioning, lighting, and pool pump controls) would cost approximately $900,000; generate $161,400 in annual savings ($160,000 in energy costs, the remainder in operational costs); include a $30,000 rebate; making the payback period approximately six years. These numbers were provided for illustrative purposes only.

Grant funding, rebates, and other financial assistance will be necessary for the City of Newark to undertake any energy efficiency project at the Aquatic Center. The volatility of government support of renewable energy rebates is a concern, as projects can take several months to complete, sometimes spanning over two calendar years. However, it should be noted that Governor Schwarzenegger did sign several bills into law supporting energy efficiency, particularly with regard to solar power. The Obama administration has also promised funding for energy efficiency measures. The City is currently anticipating the release of direct funds and competitive grants through the Economic Stimulus Funding Energy Efficiency and Conservation Block Grant Program.

The Aquatic Center analysis and potential recommended actions may be viable projects within the scope of this funding program.

In addition to funding assistance, the options to purchase or lease potential equipment needs will be analyzed. The City will continue to follow the Joint Venture Silicon Valley Climate Protection Taskforce subcommittee on solar purchasing. It will also continue to track existing projects as they age, hoping to collect and interpret data on lease, purchase, and other financing alternatives.

Other considerations in putting together a comprehensive energy plan will include revenue generation opportunities. If excess electricity can be generated and sold back to the power grid, the City could benefit by either powering City facilities in addition to the site the source is physically located or in the form of compensation/credit from PG&E. Governor Schwarzenegger recently signed AB 2466 into law, allowing local governments to be credited with excess power generation.

Conclusion

The results of this research report are stated in the introduction. All of the described projects have resulted in current and projected energy savings, but just as important, they set an example for the community. The research paper titled Social Norms: An Underestimated and Underemployed Lever for Managing Climate Change[34] discusses that people do not realize the main factor impacting their decision to act and respond to environmental issues. According to the study, people were more likely to act when they saw others acting first, and they were completely unaware of this contributing factor. That is why it is so important that the City set an example and advertise the measures it is taking. This will have a significant impact on our community members' decisions to take similar measures.

In any case, locating funding assistance will be a priority. Future BAAQMD grants, PG&E charitable grants, state technical assistance and low financing programs, CARB, EPA, U.S. Department of Energy, and other resources will be researched extensively. Depending on the success of the City's private and public grant search, the timeframe for implementing these measures is unknown. Energy savings costs achieved would be set aside to fund the Special Assistant beyond September 2009 to continue with the City's efforts to become more energy efficient.

The City is proud of the savings it has achieved so far, and is eager to continue down a path of reducing both CO_2 and costs related to energy. The City will distribute information to other recreation facility staff as a model, describing the 1.5% reduction in energy savings from the lighting retrofit projects to date. This report will also be made available to local governments to assist in their efforts of researching energy efficiency alternatives.

[34] Griskevicius, Vladas, Cialdini, Robert B., and Goldstein, Noah H. (2008) , Social Norms: An Underestimated and Underemployed Lever for Managing Climate Change *www.ijsc-online.org | IJSC 3 (2008): 5-13*

Report Prepared By:

Lenka Diaz
Special Assistant - Climate Protection
City of Newark, California
Lenka.diaz@newark.org
510-578-4806

And

Susie Woodstock, PE
Maintenance Superintendent
City of Newark, California
Susie.woodstock@newark.org
510-578-4804

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Appendix B – Change Fleet to Compressed Natural Gas (CNG) Report

Introduction

The purpose of this paper is to analyze the feasibility of replacing the existing slow-fill CNG pump station to a quick-fill CNG station to accommodate changing additional vehicles in the City of Newark's fleet from gasoline to CNG fuel. Other alternative fuels will also be included in this report. CNG is the main focus because of the proven and readily available technology, the proven overall positive effect on the environment as compared to gasoline, and availability and cost of CNG. The City already has four CNG vehicles which use the slow-fill pump station.

CNG is a non-renewable resource. The United States has about 3% of the world's natural gas. The Natural Gas Supply Association estimates the United States untapped natural gas reserves at about 1,190 trillion cubic feet.[1] Current demand shows that we use about 1.5% of our natural gas a year,[2] which allows about 60 years of natural gas use at the current rate before we would have to start importing. Therefore, most sources believe that CNG is a good immediate alternative while other technologies are developed, but should be one part of a diversified energy conservation plan.[3]

From this analysis, the plan for increasing the CNG capacity of the fleet is to start by replacing four maintenance vehicles in the next five years as these vehicles are listed on the Equipment Replacement List. The existing slow fill station will accommodate these vehicles. In the meantime, we will continue to pursue grants and other funding opportunities to upgrade the fill station and for replacement or additions to the fleet vehicles; most notable the City will pursue grant opportunities for an additional street sweeper that runs on CNG. We will pursue a partnership with PG&E on outreach opportunities to educate our residents on CNG technology and encourage them to consider a CNG vehicle with a fill station at their home. Unfortunately, at this time, PG&E has cut its customer transportation program due to budget reductions. Most importantly, we will monitor new technologies and update our fleet plan annually.

1. Benefits of CNG

CNG provides many benefits. CNG is cleaner burning than gasoline, CNG is cheaper the gasoline, a CNG vehicle requires less maintenance, CNG is a commonly accepted alternative to gasoline and it is a reasonable option for the general public.

CNG is cleaner burning than gasoline. Harmful emissions of carbon monoxide, nitrogen oxides, non-methane hydrocarbons, and CO_2 are reduced by 35%, according to a study conducted by the U.S. Department of Energy .[4] The ongoing cost of CNG has been significantly cheaper then gasoline. The Energy Information Administration (EIA) forecasts the price of CNG to remain similar through 2030. Gasoline prices can

[1] Natural Gas Supply Association, www.naturalgas.org
[2] Energy Information Administration, Official Energy Statistics from the US Government, tonto.eia.doe.gov
[3] www.pickensplan.com
[4] Freedom CAR & vehicle technologies program *Just the Basics Natural Gas* (August 2003) U.S. Department of Energy, Office of Energy Efficiency and Renewable Energy

dramatically fluctuate, but the EIA forecasts a continuous rise in crude oil prices.[5]

Retired City of Union City Public Works Superintendent Michael Klinkner shared his years of experience with CNG vehicle maintenance.[6] He determined that preventative maintenance is needed less often in a CNG vehicle, due to a cleaner motor. For example, a CNG vehicle requires an oil change every 8,000 – 10,000 miles versus every 3,000 in a gasoline vehicle. He also stated that breakdowns in CNG vehicles occur less often than their gasoline fueled counterparts.

Currently, CNG appears to be the most commonly accepted alternative to gasoline fueled vehicles. Hybrids are not considered an alternative fuel because they still run on gasoline for any travel over 25 mph. Accessibility should increase with increased demand. State and federal funding and rebate programs have and will likely continue to support CNG fueled vehicles. Vehicle manufacturers are diversifying their CNG fleet. Locally, our neighboring cities have successfully converted a portion of their fleet to CNG, with a large part of CNG vehicles being within the maintenance division. Waste haulers, buses systems and some taxi companies have successfully converted also.

Residential CNG fuel stations can be installed in garages, carports, or outdoors[7]. These home refueling appliances (HRA) average four hours of fuel time for 50 miles of driving. PG&E will coordinate with homeowners who want a fill station. Again, CNG is not the final answer to gasoline alternative, but it is a good alternative for the next few generations of vehicle purchases. A map of CNG fueling stations that are open to the public shows there are 24 stations in the Bay Area[8].

2. Existing Equipment Information

2.1 Existing City Fleet

According to the Master Equipment Replacement List, the City fleet consists of 109 vehicles. For purposes of this analysis, the City fleet can be divided into three groups: public safety, miscellaneous, and maintenance vehicles.

There are 68 public safety vehicles. There are nine miscellaneous vehicles which consist of vans, pick-up trucks, sport utility vehicles, and sedans used by Engineering, Zoning and Building Inspection, and as pool vehicles.

There are 32 Maintenance vehicles in the fleet consisting of a variety of types. There are 11 three quarter ton pickups (three of which run on CNG); one CNG Honda sedan used by maintenance staff for errands and meetings; two (2) half ton pickups; five (5) one ton pickups, and one (1) one and a quarter ton pickup; two (2) one ton vans and one (1) three quarter ton van; and a variety of specialty trucks including one (1) patch

[5] December 2008, EIA Report # Report #:DOE/EIA-0383(2009) Early Release
[6] Contact: Mike Klinkner, Mile High Technical Associates, Inc., 14590 Holly St, Brighton, CO 80602; (209) 839-9673, cell (510) 453-2219
[7] www.myphill.com/gaq.htm
[8] http://www.altfuelprices.com/index.php

truck, one (1) grinder truck, one (1) five yard dump truck, one (1) ten yard dump truck, one (1) tanker (water truck), one (1) loader, one (1) catch basin cleaner, and one (1) sweeper. Two sweepers are actually currently in use, however only one is approved for replacement. A second sweeper may be added to the fleet, as preventative maintenance and breakdowns would take the one and only sweeper off-line, once the current back-up fails and is not replaced.

Table 2.1 – Existing Maintenance Fleet

Type of Vehicle	Quantity
Pick up	19
Van	3
Sedan	1
Misc Equipment	9

2.2 Existing CNG Filling Station

The City's current CNG filling station is located at the Service Center. The existing CNG pumping station is a slow-fill, requiring overnight fueling. The filling station has one small compressor and three hoses with a pressure of 3,000 psi; allowing up to three vehicles to be fueled simultaneously. The station accommodates the City's current four CNG vehicles. All four employees assigned to the CNG vehicles work at the Service Center.

There are no CNG fueling stations open to the public in the City of Newark. The nearest open to the public CNG fuel station is in the City of Union City, approximately seven miles away[9]. No other public CNG filling stations are within a ten mile radius. Local "private" fueling stations, such as Newark Unified School District[10], are not suited for increased capacity to accommodate City vehicles.

2.3 Vehicle Replacement Process

The City's vehicle replacement process provides the regulations for replacing City fleet. The Master Equipment Replacement List assigns a life and a replacement cost to each vehicle. At the end of the assigned life, the vehicle is evaluated to determine if replacement is needed as estimated or if the vehicle can stay in use longer. Vehicles are replaced through state bid when possible; if not possible, vehicles are obtained by a competitive bid procedure. In December 2008 the only low emission vehicle on the State list is a neighborhood electric car. In 2008, the list did not include any CNG maintenance type vehicles.

3. Replacing and converting to CNG

[9] www.cleancarmaps.com

[10] Don Connell, Director Maintenance, Operation, Transportation, Newark Unified School District, 5715 Musick Avenue, Newark, California 94560; (510) 818-4103; dconnell@nusd.k12.ca.us

Public safety vehicles, such as fire trucks and police patrol cars, have requirements that make CNG impractical. CNG tanks are much larger than regular gas tanks; they would take up storage space for required equipment. Fire and police personnel regularly use their vehicle storage compartments at capacity for their special equipment needs. Local cities, including Newark, are finding it very challenging incorporating public safety vehicles in alternative fuel plans.

3.1 Vehicles Viable for Replacement

Miscellaneous vehicles can be replaced with CNG vehicles as they appear on the Equipment Replacement List. All nine of these vehicles will transition to CNG.

Table 3.1.1 – Existing Miscellaneous Fleet

Vehicle	Year Scheduled to be Replaced
¾ ton van	2010
SUV-4WD	2014
Sedan	2016
½ ton pickup	2017
Sedan	2017
Sedan	2017
Sedan	2018
SUV-4WD	2010
½ ton pickup	2022

Barriers to changing over the maintenance fleet are few, yet significant. The CNG tank utilizes a significant portion of bed space in maintenance trucks. This space is needed for hauling debris involved in daily maintenance duties. The maintenance field crews work either in pairs or groups of three. There are up to four crews. Each crew can be assigned one CNG truck with limited bed space and one truck with full bed space. This allows for reducing the emissions without impacting the functionality of the crews.

Table 3.1.2 – Maintenance Fleet Vehicles Replacement Schedule

Type of Vehicle	Quantity	# CNG	Years for Replacement with CNG
Pick up	19	3	2009, 2012
Van	3		
Sedan	1	1	
Misc Equipment	9		2012, 2013

CNG vehicles with 3,000 psi are being phased out and replaced with 3,600 psi. Therefore, we would purchase the newer psi style.

When initially purchased, CNG vehicles have a higher cost than gasoline fueled vehicles. Currently a CNG pick up truck would cost about $10,000 more and a large piece of equipment may cost up to $16,000.[11]

CNG vehicle conversion kits exist, but only for a limited number of models due to the numerous environmental guidelines they must adhere to.[12] Purchasing gasoline vehicles through the City process, then converting them to CNG may be a viable option. Conversion kits are available from such sources NGV Conversion, Inc. Kits suitable for maintenance vehicles range in price from $8,000 to $20,000.[13] At the time of purchasing of a new vehicle, the price of purchasing a new CNG vehicle verse purchasing a gasoline vehicle and a conversion kit will be evaluated.

Rebates, tax relief, grants, and other funding sources may assist the City in purchasing CNG vehicles. Grants may cover the difference in cost between a gasoline fueled vehicle and a CNG vehicle. Rebates change year-to-year, and can only be estimated. In 2007, tax credits ranged from $2,000 - $32,000, depending on the type of vehicle. If grants become available, we will adjust the Equipment Replacement List to take advantage of the grants.

3.2 Fueling Station

The existing fueling station can accommodate six more vehicles. The users would have to schedule nights to fill because the existing station only has three hoses. The tank on a new vehicle would not be filled completely with the 3000psi pump. The pump would fill the tank about ¾ full.

Fueling station considerations include what size of CNG fleet we are trying to accommodate, PG&E capacity, and the costs and payback period associated with the upgrades. Depending on the upgrade selected, the Service Center site may require retrofits in order to accommodate higher gas pressure, larger equipment, and other needs.

As stated above, CNG is an interim solution. We are assigning a life expectancy of twenty years to the CNG fleet; the fueling station upgrades installed will be expected to function until 2029. This life length should allow adequate time for development and debugging of alternative technology.

The City of Union City used a four phase plan to transition from slow-fill pumps to quick fill. Through Bay Area Air Quality Management grants and City funding, the City first purchased a large compressor and nine storage vessels. Then three tanks and one dispenser were added; then three additional tanks; and finally an additional dispenser

[11] NGV Conversion, Inc. 44335 Premier Plaza Dr., Suite 125, Ashburn, Va 20147; (703) 953-2380; http://ngvus.com/index.html

[12] Yacobucci, Brent D., CRS Report for Congress, Natural Gas Passenger Vehicles: Availability, Cost, and Performance, Order Code RS22971, October 20, 2008

[13] http://www.irs.gov/businesses/article/0,,id=201024,00.html

and three more tanks. The City of Union City also made upgrades to its equipment shop for safer handling of CNG vehicles during maintenance activities.

Options for upgrades to our current system include:

1. Upgrade current compressor and increase number of stations to six (6). Approximate cost: $150,000;
2. Upgrade to sixteen (16) stations and upgrade to a large compressor. Approximate cost: $300,000;
3. Convert a number of slow fill stations to quick fill and add storage. Approximate cost: $900,000.[14]

The options are structured so they can be implemented all at once or incrementally, in the order stated. If all three options were selected for implementation at once, the equipment and costs for all three options would be added together for a total cost and equipment needs. To obtain a more detailed analysis requires a consultant's service. The City of Newark is considering applying for funding of this service through the California Energy Commission's Energy Partnership Program of Technical Assistance[15]. This process may be a valuable resource for selecting the best option. The CEC may also be helpful in financing implementation of a fill station upgrade.

According to PG&E, current natural gas capacity is 5 -10 psig (pound-force per square inch gauge). This natural gas pressure will accommodate increasing the compressor to accommodate a quick fill station.

Grant opportunities, rebates, and other funding sources are available. Most grants require a match of City funds. Currently no City funds are allocated for upgrading the CNG pump station. Rebates change year-to-year, and can only be estimated. Passage of AB118 provides hope for 2009 funding.

Considering a public pump may create an ongoing new revenue stream for the City. Union City realizes $1,500 - $2,000 monthly revenue.[6] The City may qualify for the federal government rebate program of $0.50 per gallon. The San Jose International Airport takes advantage of this rebate, realizing over $250,000 annually.[16] The San Jose International Airport also received almost 50% of their construction costs in grant because they pledged to build a CNG pumping station that would be open to the public.

Staff costs, including time and training, were included in the cost-benefit analysis of upgrading the CNG filling station. Up to 40 minutes of Equipment Mechanic staff time per week may be spent on preventative maintenance measures, due to the upgraded equipment. Training costs can be as little as mileage and meals, if free trainings are

[14] Numbers were provided for illustrative purposes only by Don Farchone, Mile High Technical Associates, Inc.
[15] The California Energy Commission, Energy Partnership Program, www.energy.ca.gov/efficiency/partnership/index.html
[16] Stoflet, Tom, Environmental Services program Manager, San Jose International Airport; (409) 501-7701, tstoflet@sjc.org

available in our area at the time it is needed.[17] Recordkeeping, permits, and other associated administrative costs are expected to be comparable to that of maintaining the City's current CNG station.

A return on investment analysis reveals the most viable option for the City's fleet is to implement Option 1 which has a pay back period of approximately ten years.[18] This option allows an increase in CNG vehicles and will last the required life of twenty (20) years.

4. Public Campaign

In order to determine the best option for upgrading the City's CNG filling station, community demand will be considered. Opening the station to the public may be a viable for collecting revenue and providing service. Residential sector demand is unknown at this time. Local private sector demand is unknown at this time.

Partnering with neighboring service organizations and private businesses may support demand for a station upgrade. NUSD currently has three (3) CNG busses, and has no plans to increase its fleet. Its filling station has been recommended for an upgrade. A collaborative effort may be possible. Other potential partners, such as AC Transit, Waste Management, and Ohlone College, have either no intent in increasing their CNG fleet and/or maintain their own facilities to accommodate their filling needs.

Future contracts can be reviewed to require natural gas vehicles while providing the City service. For example, when the City's contract with Waste Management expires (2012 – 2015, depending on extension options), the City will consider requiring trash haulers within City limits to be fueled with natural gas (CNG or LNG)[19]. Currently Waste Management has contracts with three cities requiring LNG haulers.

With government operations comprising only .9% of the total City's emissions, a public campaign effort must be launched. The City must lead by example, then call on its residents and business community to make any significant emission reductions. After publishing articles in the City newsletter and on the City website about climate change, reducing carbon emissions, and fuel conservation, the City plans to take its education campaign to the next level.

Visiting residents and businesses at their homeowner association, service club, and chamber meetings to deliver the carbon reduction message will be the next step. We hope to partner with organizations such as PG&E to continue to educate and encourage the community to adopt practices and make purchases that reduce carbon emissions.

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[17] Natural Gas Vehicle Institute, www.ngvi.com; Natural Gas Fueling Station Operation & Maintenance Certification Course, NGV Driver and mechanic Safety Training, and NGV Fuel Storage Cylinder Inspection Training provided at no cost through PG&E contract with NCVi

[18] Cost of Option 1 divided by the difference between the annual average vehicle mileage of a maintenance pick-up truck multiplied by the average gasoline per gallon cost and the annual average vehicle mileage of a maintenance pick-up truck multiplied by the average natural gas per gallon cost , multiplied by the number of vehicles

[19] Per Assistant City Manager Dennis Jones, City of Newark, 35501 Newark Boulevard, Newark, CA 94560; (510) 578-4204, dennis.jones@newark.org

We will also continue our information campaign in our quarterly newsletter and on our website.

5. Other Alternative Fuels

Other alternative fuels are liquified natural gas (LNG), electricity, hydrogen and biofuel. In consideration of other alternative fuels, it is important to have knowledge of the environmental lifecycle of the fuel. That is, GHG emissions that occur when the fuel is used, is only the end part of that fuel's environmental lifecycle.[20] Emissions also occur, and must be attributed to, the fuel's journey to its destination. Transportation, distribution, and in the case of electric vehicles, battery creation and recycling must all be counted toward the final emissions factor labeled for the various alternative fuels. Many local organizations support alternative fuels, such as Silicon Valley Clean Cities Coalition.[21] Both private and public sector individuals and agencies participate in this group, encouraging conversion to alternative fuels wherever possible.

LNG is as environmentally friendly as CNG and requires a smaller tank then CNG. LNG occupies about 1/600th of the space of CNG.[4] Drawbacks include that the cost is higher due to the lack of research ("newness"); and accessibility is low, therefore LNG is largely imported, increasing the lifecycle footprint. This option may become more viable in the near future as research continues, particularly in hopes to lightening the fuel tanks to further increase engine efficiency. Locally, Waste Management, the City's garbage service vendor, is in the process of building a recovery system from the methane gas at its Altamont landfill and converting it into LNG.[22] Waste Management hopes to fuel its LNG fleet of trash haulers (currently at 35 or 14% of its fleet) through this method.

It is difficult to prove that the Plug-In Hybrid Electric Vehicle (PHEV) has a positive impact on the environment for several reasons.[23] The environmental benefits of a PHEV largely depend on the specific power plant fuel source used to power the battery charging station and most vehicles would plug in overnight when electricity is produced by emission producing methods. The battery itself also has an environment impact. Many can now be recycled, and better technology hopes to provide a longer lasting battery in future vehicles. Plug-in Bay Area is a local group promoting PHEVs[24]. This type of vehicle will become more and more attractive as PG&E increases their renewable energy production and the battery and engine technology continues to improve. We will evaluate vehicles such as the Chevy Volt which will be release in 2010.[25] The City will also continue to follow projects in progress such as those in

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[20] Delucchi, Mark A., Overview of the Lifecycle Emissions Model (LEM) August 2002; Institute of Transportation Studies, University of California, One Shields Avenue, Davis, California 95616; mdelucchi@ucdavis.edu
[21] Silicon Valley Clean Cities Coalition, sponsored by the U.S. Department of Energy; www.svcleancities.org
[22] Angell, Bob, Waste Management; (510) 613-2833; rangell@wm.com
[23] Summary Report Discussion Meeting on Plug-In Hybrid Electric Vehicles, Office of FreedomCAR and Vehicle Technologies, Energy Efficiency and Renewable Energy, U.S. Department of Energy, August 2006; and Sustainable Research: New research – Life cycle assessment of greenhouse gas emissions from plug-in hybrid vehicles: Implications for policy, April 5, 2008, http://sustainableresearch.blogspot.com/2008/04/new-research-life-cycle-assessment-of.html
[24] Van Horn, Jodie, Coordinator, Plug-In Bay Area; Jodie@ran.org
[25] www.chevrolet.com

Vacaville[26] and San Jose[27]. The City of Vacaville weathered several ups and downs as it rolled out its electric vehicle program. The City of San Jose is expecting five curbside electric vehicle charging stations to be completed by the end of 2008. Drivers can access the stations through a pre-paid plan.

The Hydrogen Fuel Cell Vehicle is virtually pollution free.[28] However, accessibility is so low and cost so high, that this alternative cannot be considered at this time. Public bus transportation service in the City is provided by AC Transit, which is hailed worldwide for its comprehensive hydrogen fuel cell demonstration program. AC Transit runs three zero-emission hybrid-electric, hydrogen fuel cell busses, and has its own on-site hydrogen production and fueling station.[29]

Hybrids and Bio-diesel fuels were not included in this report, as research indicates that there is a net zero environmental positive impact in comparison to unleaded and diesel gasoline fueled vehicles.

Other Alameda County cities have committed to greening their fleet with CNG vehicles as well. Both Fremont[30] and Union City[6] have converted several vehicles to CNG, including sweepers, busses, and sedans. Both cities also have a combination Fast/Slow fill CNG fueling station.

Conclusion

Diversification is an essential aspect of a plan to "green" our fleet because there is not one method that we can apply to the whole fleet to change over to low emission vehicles. At this time most public safety vehicles cannot accommodate the tank for CNG operation.

After reviewing the various lower emission vehicles and CNG filling station options, the following plan will be presented to the City Council as the recommended plan:

- Replace vehicles with CNG as they require replacement per the Equipment Replacement List.
- Begin an information campaign to show Newark citizen's the City's CNG vehicles and what CNG options are available to them.
- In the 2010-2012 fiscal cycle submit a capital improvement project request that will propose to upgrade the current CNG station with an improved compressor and additional stations.
- Continue to follow the progress of LNG and Plug-in research

---

[26] Fleet Maintenance, *Welcome to Voltageville*, October 2008, p. 6 - 11
[27] CNN.com/technology; 2008, The Associated Press; http://cnn.hu/2008/TECH/10/20/electric.cars.ap/index.html
[28] California energy Commission, Transportation Energy, A Student's Guide to Alternative Fuel Vehicles, 2006; http://www.energyquest.ca.gov/transportation/hydrogen.html
[29] www.2transit.org/environment/hyroad_main.wu
[30] Collins, Mark P., Fleet Equipment Supervisor, City of Fremont, 42551 Osgood Road, Fremont, CA 94539; (510) 979-5739; mcollins@ci.fremont.ca.us

- Continue to reevaluate the use of CNG to determine if a fast-fill station is necessary. If so, propose a capital improvement project that details a project to install the quick-fill station and funds the conversion of the remaining maintenance fleet.

The plan may change to accommodate grant opportunities and new technologies.

Report Prepared By:

Lenka Diaz
Special Assistant - Climate Protection
City of Newark, California
Lenka.diaz@newark.org
510-578-4806

And

Susie Woodstock, PE
Maintenance Superintendent
City of Newark, California
Susie.woodstock@newark.org
510-578-4804

Released: December 31, 2008

Comprehensive Energy Analysis and Strategic Plan: ***Silliman Activity and Family Aquatic Center***

Prepared By: Joe Longfield

Syserco Integrated Building Systems

IES, Inc.
Information & Energy Services Inc

Mailing Address:
Syserco, Inc.
44244 Fremont Blvd.
Fremont, CA 94538

Quality Assurance Check by:

BRETT ILLERS, CEM

Date: 11/18/2009 Final.

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Lenka Diaz
Special Assistant
Silliman Activity and Family Aquatic Center
6800 Mowry Ave.
Newark, CA 94560-4954

Dear Lenka,

Enclosed please find the results of the Comprehensive Energy Analysis and Strategic Plan (CEASP) performed by the Syserco and IES team for the **Silliman Activity and Family Aquatic Center (SAFAC)**. This CEASP provides a road map for the Activity Center to generate approximately $123,089 in energy cost avoidance and power generation cost offsets. In addition to the savings resulting from the recommendations, PG&E offers a rebate and incentive program that will help offset the cost of the implementing the various projects. In all, nineteen energy conservation and renewable energy projects were evaluated, with fourteen being recommended in this report.

The recommendations include the following:

- In total, **twelve (12) Energy Conservation and two (2) Renewable Generation Measures** are recommended in this CEASP.
- The budget to implement all Energy Conservation Measures including solar thermal is approximately $658,665 and will provide a **simple payback of 7.29 years.**
- The budget to implement Solar PV is approximately $1,121,000 and will provide a **simple payback of approximately fifteen (15) years.**
- If all measures are implemented, the City could **reduce its CO2 emissions by over 1,300,000** lbs per year.

The Syserco/IES Team look forward to discussing in detail the report and its associated recommendations. Table 1.1 in the executive summary provides post implementation reduction in electricity and gas usage and the corresponding reduction in CO2 emissions. A financial summary of the recommendations is represented in table 1.2. Should the City elect to implement some or all of the recommendations, the Syserco/ IES Team offer turnkey support for the implementation of the project(s) as well as performing ongoing services including Measurement and Verification after the project is complete.

I am available to discuss any aspect of this CEASP, as well as the details of PG&E's energy efficiency programs. Thank you for selecting the Syserco/ IES Team! We look forward to helping you implement the recommendations of this CEASP.

Sincerely,
Joe Longfield
General Manager
Syserco, Inc.

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1 Executive Summary

Introduction

The City of Newark published a request for proposal (RFP) dated April 24th, 2009 for a comprehensive Energy Analysis and Strategic Plan for the Silliman Activity and Family Aquatic Center. The Syserco/IES team responded and was selected to do the analysis and to include a plan to implement recommendations if so desired by the City.

Over the past ninety (90) days our team has conducted complete site surveys, compiled historical energy usage data, and cataloged all energy consuming equipment. The goal of this CEASP was to identify ways in which the City could:

- cost effectively improve its overall energy efficiency
- reduce its carbon footprint
- potentially self generate energy using renewable technologies

Interviews were conducted with City personnel to understand facility use, goals and any known comfort and equipment issues. Further, the sites major gas and electric consuming equipment were analyzed to determine a set of possible energy conservation measures. Fourteen energy conservation measures were identified and made final consideration as part of this CEASP. Other considerations that were not in the final consideration were placed in the appendix for reference.

This Comprehensive Energy Analysis and Strategic Plan (CEASP) provide the City with recommendations, plans and budgets to implement energy conservation measures. This CEASP is presented to the City as two analyses:

- A series of energy conservation measures that could be implemented individually or as a project
- The opportunity to implement a renewable solar photo voltaic system as a separate project

This approach of keeping the analysis separate provides greater visibility to the City as they consider the recommendations.

Funding of projects is key to a successful Strategic Plan. This CEASP introduces funding vehicles for the City that provide cash flow neutral, self-funding approaches to implementing a majority of the recommendations. In essence, the energy cost avoidance produced from the energy conservation measures pays for the installation over the financing period. This offers the city the opportunity to take advantage of the historically low cost of money available in the marketplace from State and Federal sources to implement these measures.

The City's current plan is to use the CEASP to apply for grants as they become available or implement measures with Captial funding as it is available.

Current Status

For the twelve month period beginning January 2008 the SAFAC spent $190,615 on electricity and $98,968 on natural gas for a total of $289,583. This equated to an average cost of $5.26/square foot; $3.46/square foot for electricity use and $1.80/square foot for natural gas use (figures rounded to nearest cent). Analysis of Utility bills estimates that 60% of the cities' utility spending is for the SAFAC.

Results

Through the CEASP process we have identified annual energy cost avoidance and offset opportunities of approximately 543,000 kilowatt hours, 57,000 therms and $87,268 dollars. The recommendations in this CEASP include upgrades to the lighting, lighting controls, expansion of the energy management system, mechanical upgrades and renewable energy measures. This CEASP provides a complete explanation of each identified energy conservation measure (ECM) including the projected cost to complete, energy cost avoidance, carbon reduction, simple payback and any resulting rebates or incentives.

The tables below illustrate the impact of the energy conservation measures by ranking them by both annual CO2 reduction and by shortest simple payback.

Table 1.1: Summary of Energy Conservation / Generation Measures ranked by CO2 reduction

ECM #	Demand Response Measures	Estimated kWh Reduction	Estimated Therms Reduction	Estimated CO2 Reduction
2	Add Thermal Solar Collectors to Preheat Pool Hot Water	-	54,645	602,184
1	Install Solar Photo Voltaic Panel for Renew able Generation	278,311	-	345,136
3	Replace Natatorium Rail Lighting	54,750	-	67,972
4	Retrofit HID Parking Lot Lighting	50,135	-	62,243
13	Add VFDs to Pool Filtration Pumps	47,676	-	59,190
7	Install Ambient Light Controller on the Natatorium Rail and Catw alk Fixtures	40,715	-	50,548
12	Install Controls on Pool Boiler Plant	-	2,791	30,753
8	Control After Hours Lighting Through Current EMS	23,400	-	29,051
14	Replace Gymnasium Units w ith AAON Units Containing Digital Scroll Compressors	15,999	362	23,848
6	Install Ambient Lighting Sensors on Selected Fixtures	14,894	-	18,491
5	Replace and Retrofit Wall Mounted HID Fixtures	9,353	-	11,612
11	Install Occupancy Controllers for HVAC in Specified Areas	5,088	-	6,316
9	Use Existing EMS to Reduce HVAC Load in the Gymnasium	2,040	-	2,533
10	Use Existing EMS to Reduce Peak HVAC Load During Summer Months	1,529	-	1,898
Total		543,890	57,797	1,311,775

Table 1.2: Summary of Energy Conservation / Ranked by Shortest Simple Payback

ECM #	Demand Response Measures	Total energy cost avoidance	Implementation Cost	Simple Payback (rebates Applied)
7	Install Ambient Light Controller on the Natatorium Rail and Catw alk Fixtures	$ 4,967	$ 8,062	0.65
10	Use Existing EMS to Reduce Peak HVAC Load During Summer Months	$ 396	$ 875	2.21
4	Retrofit HID Parking Lot Lighting	$ 4,168	$ 14,783	2.70
6	Install Ambient Lighting Sensors on Selected Fixtures	$ 1,817	$ 7,482	3.14
9	Use Existing EMS to Reduce HVAC Load in the Gymnasium	$ 249	$ 875	3.51
12	Install Controls on Pool Boiler Plant	$ 3,237	$ 12,860	3.97
11	Install Occupancy Controllers for HVAC in Specified Areas	$ 621	$ 3,180	4.46
13	Add VFDs to Pool Filtration Pumps	$ 3,964	$ 23,704	5.02
2	Add Thermal Solar Collectors to Preheat Pool Hot Water	$ 54,645	$ 377,994	6.92
5	Replace and Retrofit Wall Mounted HID Fixtures	$ 1,377	$ 10,770	7.35
3	Replace Natatorium Rail Lighting	$ 7,508	$ 69,925	8.61
1	Install Solar Photo Voltaic Panel for Renew able Generation	escalating	$ 1,121,000	14.50
8	Control After Hours Lighting Through Current EMS	$ 1,945	$ 30,993	15.93
14	Replace Gymnasium Units w ith AAON Units Containing Digital Scroll Compressors	$ 2,374	$ 97,162	39.84
Total		$ 87,268	$ 658,665	7.29

Notes:

1. Simple payback is less incentives e.g. (cost-incentives) / (annual $ savings)
2. Solar cost offset escalates on an annual basis
3. Totals do not include solar PV values due to the difference in financial models
4. Solar PV simple payback analysis is based upon ground mount installation with CREB's financing model which includes utility rate escalation, installation charges, finance costs, maintenance, insurance and rebates applied
5. ECM #7 is not a stand-alone item and must be combined with ECM #3
6. ECM #9 payback is based upon implementing ECM #14. ECM #9 can be a stand alone measure.
7. Rebates apply to ECM's 1,3-7,11,13,14.

Conclusion

The City of Newark has an excellent opportunity to drive additional energy costs out of the Silliman Activity and Family Aquatic Center. The existing control infrastructure in place provides the appropriate platform to execute many of the energy conservation measures considered in this CEASP.

Syserco has included as part of this document a sample project implementation plan that would be utilized to build this project with the City.

Table 1.3: Process Participants

Name	Role	Organization
Susie Woodstock, P.E.	Maint. Superintendent	City of Newark, Ca.
Lenka Diaz	Special Assistant	City of Newark, Ca.
Victoria Hernandez	Finance	City of Newark, Ca.
Robert McKinney	Maintenance Supervisor	City of Newark, Ca.
Peter Beireis	Sr. Recreation Supervisor	City of Newark, Ca.
Joe Longfield	General Manager	Syserco Energy Services
Mike Hill	Project Manager	Syserco Energy Services
Brad Leonard	System Technician	Syserco Energy Services
Brett Illers, C.E.M.	Lead Auditor	IES, Inc.
James Bottomley	Engineering	IES, Inc.
Mike Rogers, P.E., C.E.M.	Reviewing Engineer	IES, Inc.
Bob Hopper	Consultant	ClearPeak Advisors

2 Facility Overview

GENERAL INFORMATION

The SAFAC is a multi-use recreation center owned and operated by the City of Newark. Phase 1 of this facility was opened in 2001. It consisted of a large two court gymnasium, locker room, teen center, meeting space, large pre-school, exercise and dance studio. Phase 2 was opened in 2004 and consists of an additional locker room facility and large aquatic center which includes 3 large pools and a spa. The facility hours of operation are seasonal, but are operated year round with core hours from 6:00 am to 9:00 pm Monday through Friday and until 7:00 pm on Saturday and Sunday.

A facility that provides as many services as the SAFAC consists of many various energy consuming systems. In the following pages this CEASP will outline some of these major systems in order to give a basis for our energy conservation recommendations later in the report.

2.1.1 Lighting

The facility is illuminated by a number of compact fluorescent and linear fluorescent fixtures with several high intensity discharge lamps (HID) in the natatorium, gymnasium and parking lot. The building was designed to collect as much natural light as possible through skylights and clear story windows. However, the current lighting system does not take advantage of this light. This is most notable in the Natatorium as over one hundred and forty-five compact fluorescent fixtures (each with four 45W PL compact florescent lamps) are directed upwards to skylights and an off-white ceiling (fig. 2.1). This system when enabled consumes over 26 kW of electricity while only putting out an average of 18 foot candles on the pool deck.

Figure 2.1: Silliman Natatorium Lighting

On three separate visits to the Natatorium we noticed all of the lights were being enabled. Although the lighting in this area is tied to a control panel it is not used to control the lighting nor are any ambient sensors controlling the system in an effort to take advantage of the ample amounts of daylight in this area. This is similar to many other areas of the facility where day-lighting could be used in place of the fluorescent lighting system but the proper controls are not in place.

City Staff has done an excellent job of eliminating some of the unnecessary lighting in the facility. The best example of this is in the large gymnasium where the City has removed almost all of the 250-watt metal halide fixtures and replaced them with T5 fluorescent fixtures.

The new lighting system produces a much better light and has probably reduced the lighting electrical use in this area by 50%. Additionally, this lighting system requires no “warm up” time so it can easily be paired with lighting controls. It should also be noted that several 250-watt metal halide wall wash sconces were also permanently powered off with no loss of lighting in the gymnasium.

2.1.2 HVAC

Except for the Natatorium, the entire facility is mechanically cooled by rooftop gas electric package units. In total there are (17) units providing 105 tons of cooling to the facility. On the Phase 1 side all the units are Carrier HJD style units while on the Phase 2 side units are a mix of AAON and Carrier. According to the plans all units had an efficiency of 11 or 12 SEER when installed.

Overall the Package units appeared to be in good condition. The Gymnasium units are beginning to show signs of wear on the coils.

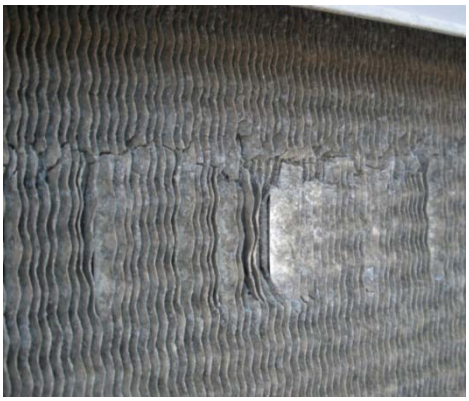


Figure 2.2: Gymnasium Unit Coils

The Natatorium is not mechanically cooled instead the area is served by two large air handlers that have 350,000 Btu furnaces for heating and controlling humidity and an indirect-direct evaporative cooling system. This was a very wise choice by the designers of the aquatic center since mechanical cooling for this area would have been unnecessary and extremely expensive to operate.

All of the large air conditioning units are controlled by an Alerton® Energy Management System (EMS). The system is used to schedule the runtimes of the equipment and set the temperatures for the areas they serve. Upon close inspection it was noted that most of the facility (including the gym) are cooled between 69° and 72°. While this is fine for smaller areas, larger areas like the gymnasium are very hard to keep to these low temperatures which cause the units to work harder than necessary to maintain these temperatures. This could account for the premature wear found on the gymnasium units.

Overall the facility staff seems to keep the facility well controlled. Common areas are scheduled to run while open but individual rooms are put on a specific schedule while in use; however, during several of our site walks we did notice a number of rooms such as the dance studio and meeting room running while unoccupied. The EMS is also used to program the large air handler units on the natatorium; currently the maintenance staff at the SAFAC has been very diligent in shutting off one of the two big air handlers at night in an effort to save energy and reduce wear on the large units.

2.1.3 Other mechanical

Pool Boilers

All four pools for the SAFAC have their own boiler dedicated to them. Temperatures for the pools range from 81º to 84º with the spa temperature set to 103º (see Table 2.1 below for details). These boilers are enabled around the clock and do not contain any nighttime setback features or time clock controls. We estimate that up to 65% of the facility's gas use is from the pool boiler plant.

Table 2.1: Pool Boiler Size and Temperature

Pool Served	Boiler Size (Btu)	Temperature Observed
Lap Pool	750,000	81º
Leisure Pool	1,260,000	84º
Lazy River	990,000	81º
Spa	150,000	103º

Domestic Hot Water Heaters

The SAFAC has two separate domestic hot water plants for the facility. The first phase consists of two 199,000 Btu rapid recovery hot water heaters that supply all the hot water for the Phase 1 bathrooms and locker facilities. This hot water heater is enabled around the clock and is only controlled by the tanks temperature. The second hot water plant consist of two 200,000 Btu boilers mounted on the roof that supply two hot water tanks below. This system supplies all the Phase 2 area bathrooms and locker room facilities. Like the first plant this domestic hot water system is enabled year round and is only controlled by the tanks internal temperature.

Pool Pumps

As with any pool facility one of the largest and most constant loads is the pumping and filtering of water. The SAFAC has twelve (12) separate pumps to run all of the pools filtration and water features. The breakdown of their sizes and use is illustrated in the Table 2.2 below.

Table 2.2: SAFAC Pool Pump Breakdown

Pool	Use	Size	Enabled
Lap Pool	Filtration	7.5 Hp	24 / 7
Lazy River	Current Pump	10 Hp	On Demand
	Current Pump	10 Hp	On Demand
	Current Pump	10 Hp	On Demand
	Water Features	7.5 Hp	On Demand
	Filtration	10 Hp	24 / 7
	Water Slide	15 HP	On Demand
	Water Slide	15 HP	On Demand
Leisure Pool	Water Features	7.5 Hp	On Demand
	Filtration Pumps	10 Hp	24 / 7
Spa	Filtration Pumps	7.5 Hp	24 / 7
	Booster Pump	10 Hp	On Demand

In our site walks it appears that pool staff does a good job of running the water feature pumps only when the public require them. We never saw these pumps running when the site was not in use. The filtration pumps are constant speed and are always running in order to provide filtration to the pools. The 24 hour pool pumping is noticeable when watching the interval data of the facility. Interval data is illustrated on chart 3.1.

2.1.4 Current system issues

The SAFAC truly is a state of the art recreation center, however many of its systems where designed without a focus on energy conservation and / or energy conservation measures were downgraded based on construction cost overruns. Through good facility management the staff at the SAFAC has been able to do the best they can to keep the energy cost in check; however, the SAFAC accounts for two-thirds of the City of Newark's energy consumption according to utility analysis. The next section of this CEASP analyzes the facility's energy use to better illustrate how and when the facility can develop ways to curtail usage through conservation measures.

3 Site Energy Usage

3.1.1 Utility Rate

The SAFAC is served by a one electric and one gas meter. Currently the center is on an E-19 rate which has both a demand and time of use component where the cost of power changes with the time of day and year. This is important to note because this means that the savings associated with different energy conservation measures considered in the CEASP will vary based on **when** and **how much** energy the measure conserves. Details on how each energy conservation measure savings were calculated are located in section 7.1.3- methodology.

In Table 3.1 below is the most current rate schedule for the E-19 rate supplied by PG&E. The areas in gray denote the rate that the SAFAC is currently paying.

Table 3.1: E-19 Electrical Rate Breakdown

Season	Time-of-Use Period	Demand Charge (per kW)			Time-of-Use Period	Total Energy Charge (per kWh)			"Average" Total Rate[1/] (per kWh)
Summer	Max. Peak	$13.51	$12.29	$9.90	Peak	$0.15553	$0.15606	$0.11536	Secondary $0.13732
	Part Peak	$3.07	$2.79	$2.24	Part Peak	$0.10556	$0.10407	$0.09153	
	Maximum	$7.70	$6.66	$4.68	Off Peak	$0.08506	$0.08154	$0.07728	Primary $0.13214
Winter	Part Peak	$1.04	$0.78	$0.00	Part Peak	$0.09348	$0.08882	$0.08288	
	Maximum	$7.70	$6.66	$4.68	Off Peak	$0.08189	$0.07737	$0.07304	Transmission $0.13523

Electricity is more expensive during the summer season when the demand is highest.
PG&E defines summer and winter season as outlined below.

Summer Season (May-October):

Peak Hours: 12:00 noon to 6:00 pm, Monday-Friday (except holidays)

Partial-Peak Hours: 8:30 am to 12:00 noon AND 6:00 pm to 9:30 pm, Monday-Friday (except holidays)

Off-Peak Hours: 9:30 pm to 8:30 am, Monday-Friday; All day Saturday, Sunday and holidays

Winter Season (November-April):

Partial-Peak Hours: 8:30 am to 9:30 pm, Monday-Friday (except holidays)

Off-Peak Hours: 9:30 pm to 8:30 am, Monday-Friday (except holidays); All day Saturday, Sunday and holidays

The current rate the SAFAC is on is well suited for its current use. However, if the city were to install renewable solar electric generation at this facility and it were enough to significantly reduce the peak hour load of the facility then a time-of-use rate, such as an A-6 rate, should be evaluated.

Table 3.2: Breakdown of Monthly Utility Costs

SAFAC Monthly Utility Costs						
Month	**kWh**	**$**	**$/kWh**	**Therms**	**$**	**$/therm**
Jan-08	129,280	$ 12,208	$ 0.09	11,920	$ 12,003	$ 1.01
Feb-08	126,400	$ 11,868	$ 0.09	9,970	$ 10,461	$ 1.05
Mar-08	135,680	$ 12,699	$ 0.09	9,062	$ 10,784	$ 1.19
Apr-08	127,040	$ 12,280	$ 0.10	7,651	$ 9,326	$ 1.22
May-08	120,480	$ 17,505	$ 0.15	6,099	$ 8,406	$ 1.38
Jun-08	132,480	$ 18,939	$ 0.14	5,332	$ 7,820	$ 1.47
Jul-08	141,280	$ 20,182	$ 0.14	4,693	$ 7,456	$ 1.59
Aug-08	135,200	$ 20,029	$ 0.15	4,392	$ 5,961	$ 1.36
Sep-08	143,680	$ 20,211	$ 0.14	4,904	$ 5,801	$ 1.18
Oct-08	119,680	$ 18,462	$ 0.15	4,855	$ 5,127	$ 1.06
Nov-08	126,400	$ 13,562	$ 0.11	5,391	$ 5,461	$ 1.01
Dec-08	123,680	$ 12,670	$ 0.10	11,073	$ 10,362	$ 0.94
Totals	**1,561,280**	**$ 190,615**	**$ 0.12**	**85,342**	**$ 98,968**	**$ 1.16**

The average cost of a kWh for the SAFAC was 12.2¢ and the average cost for a therm of gas was $1.16.

Averages are helpful as a point of reference, but each energy conservation measure considered as part of this report could have different savings associated based on when, what type and how much energy is conserved.

Although the average cost of a therm was $1.16 for the study period, natural gas rates continue to decline and $1.00 per therm was used as a baseline when energy conservation measure savings were calculated.

3.1.2 Utility Use profile

The average demand for the SAFAC fluctuates between 155 kW and 215 kW depending on the time of year, with the higher demands occurring during the summer months. Chart 3.1 below shows the fluctuation in demand throughout the day.

Chart 3.1 Load Profile Graph

Load Profile Table

Period Ending	Average (kW)	Max Value (kW)	% of Max	Max Timestamp	Min Value	Min Timestamp
6/2/2009	165.36	224.4	96.0	10:30 AM	91.49	04:15 AM
6/3/2009	167.65	232.1	100.0	11:00 AM	93.26	10:15 PM

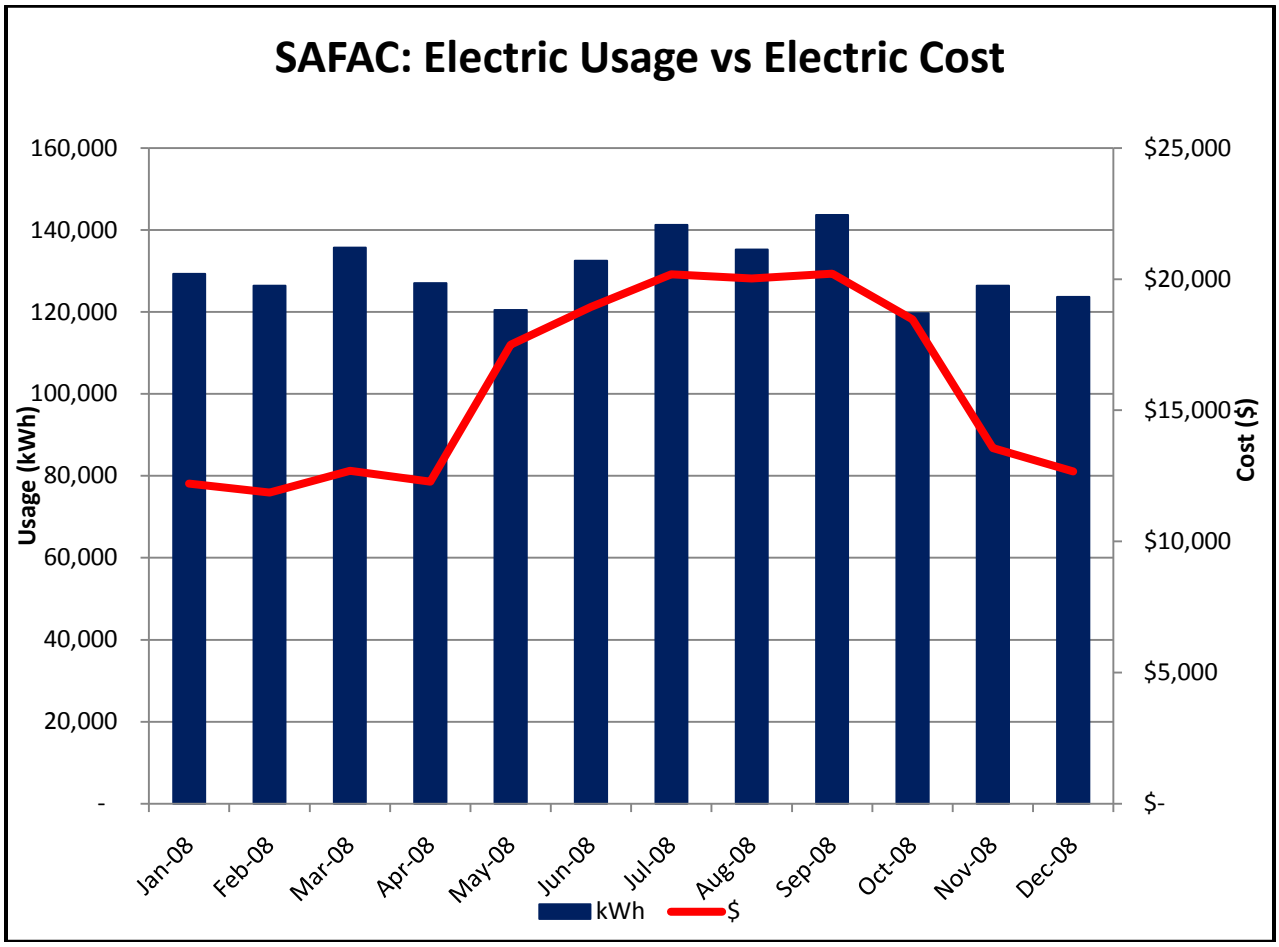
The data in Chart 3.1 above was taken for the days of Tuesday, June 2nd and Wednesday, June 3rd 2009. Through extensive analysis we have found that this load profile is typical regardless of the time of year it is taken. The facility's base load never goes below 90 kW due to the filtration pumping, emergency lighting and ventilation of the natatorium.

Typically the SAFAC reaches its max peak in the early afternoon and continues until closing around 9:30pm. What this CEASP found interesting is the facility's energy use ramps up again around 10:30pm and remains at a higher level until around 4:00am. We feel that this second peak is due to custodial staff turning on all of the lighting and possibly some HVAC during the night and leaving it on until they leave.

3.1.3 Electric use

Throughout the year the SAFAC energy use fluctuates slightly with the highest use in the summer months. Unfortunately, this is also the period when energy costs are at their highest. Chart 3.2 below was constructed from utility billing information and illustrates how the electricity use fluctuates for the SAFAC throughout the year, along with the cost of energy throughout the year.

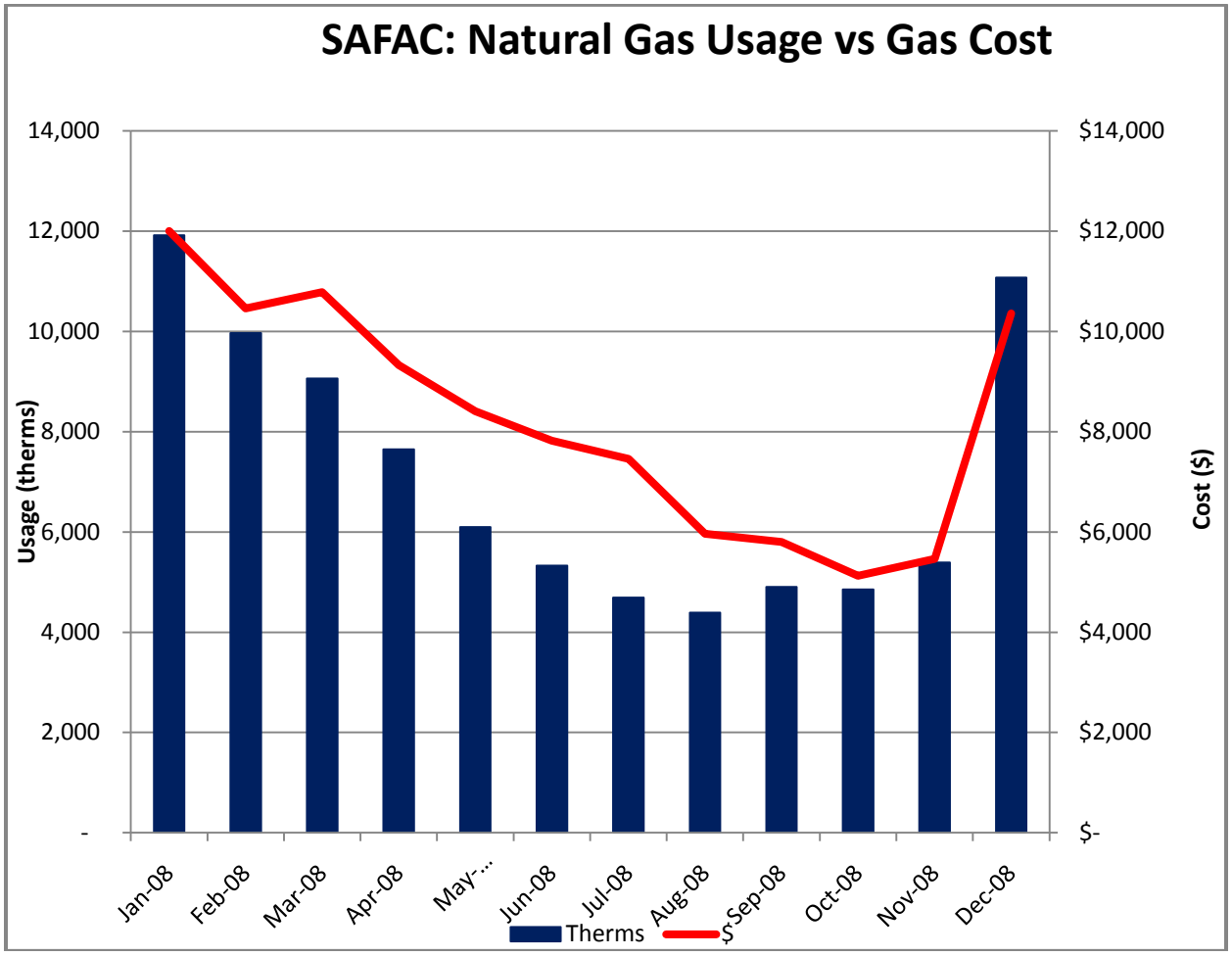
Chart 3.2 Electric Use vs. Cost



3.1.4 Natural Gas

Natural Gas use for the facility varies greatly with the majority of gas being used during the winter months. The summertime gas use for the facility represents mostly heating water either for the pool or domestic use. Chart 3.3 below was constructed from utility billing information and illustrates the yearly gas use for the facility along with the cost of natural gas during those times.

Chart 3.3 Natural Gas Use vs. Cost



Through various site walks and an extensive review of the utility use for the SAFAC our team has a better understanding of how, where and when the facility uses energy. With this information this CEASP has been able to better develop Energy Conservation Measures for the center which will help to reduce energy use especially during times of high energy costs.

4 Energy Conservation Opportunities

Through the analysis of the current facility this CEASP has identified multiple Energy Conservation Measures to reduce the SAFAC energy consumption and carbon footprint. In this CEASP we looked at all reasonable energy retrofits and generation strategies that could be applied to the facility; some were very promising while others were less so. We have analyzed each of these measures in the anticipation that the city will implement some of them. The analysis is written in a way that city personnel can pick and choose the measures in the report to custom tailor a program that best meets their current needs and requirements.

The following energy conservation measures are split into five different categories. They are Renewable Energy Systems, Lighting Retrofits, Lighting Controls, Control Measures and Mechanical Upgrades.

Section 5 of this report is devoted to energy conservation measures that were not viable and the reasons which are explained in that section.

Table 4.1 below gives a detailed overview of all energy conservation measures along with energy cost avoidance and CO2 reduction if the measure were implemented.

Table 4.1 Summary of Energy Conservation Measures Studied- Annual Savings

ECM #	Demand Response Measures	Estimated kWh Reduction	Estimated Therms Reduction	Estimated CO2 Reduction
1	Install Solar Photo Voltaic Panel for Renewable Generation	278,311	-	345,136
2	Add Thermal Solar Collectors to Preheat Pool Hot Water	-	54,645	602,184
3	Replace Natatorium Rail Lighting	54,750	-	67,972
4	Retrofit HID Parking Lot Lighting	50,135	-	62,243
5	Replace and Retrofit Wall Mounted HID Fixtures	9,353	-	11,612
6	Install Ambient Lighting Sensors on Selected Fixtures	14,894	-	18,491
7	Install Ambient Light Controller on the Natatorium Rail and Catwalk Fixtures	40,715	-	50,548
8	Control After Hours Lighting Through Current EMS	23,400	-	29,051
9	Use Existing EMS to Reduce HVAC Load in the Gymnasium	2,040	-	2,533
10	Use Existing EMS to Reduce Peak HVAC Load During Summer Months	1,529	-	1,898
11	Install Occupancy Controllers for HVAC in Specified Areas	5,088	-	6,316
12	Install Controls on Pool Boiler Plant	-	2,791	30,753
13	Add VFDs to Pool Filtration Pumps	47,676	-	59,190
14	Replace Gymnasium Units with AAON Units Containing Digital Scroll Compressors	15,999	362	23,848
Total		543,890	57,797	1,311,775

ENERGY CONSERVATION MEASURES: *RENEWABLE ENERGY MEASURES*

4.1.1 ECM 1 Solar Photo Voltaic Electricity

When evaluating sites at the City for Solar Photo Voltaic this CEASP looked at many options and took into account many factors. Due to the high cost and long-term life of Photo Voltaic (PV) one must look at the following criteria when selecting a site:

- **Utility Support**- Ensure facility is in a utility that allows net metering and has access to renewable incentives. PG&E, under the A6 rate, allows for you to "credit" excess kWh production to your account and use the credit when you produce less kWh. For systems designed to provide 80-100% of kWh use this is critical. PG&E offers incentives based on the size of system, product selection, orientation (efficiency), production capabilities and timing. Incentives paid for solar PV installations have declined as the volume of installed base has increased.

- **System Sizing**- Right size the amount of PV on a building. Ideally Solar PV would be able to provide 60-80% of the facility kWh requirements. This average ensures the facility receives enough solar power to provide an impact on your monthly electricity bill while reducing CO2. Sizing also has an impact on how you purchase your system. <u>Small systems are less likely to be able to be purchased through some financing vehicles</u>.

- **Access**- Install PV in an out of the way location that is hard to access by vandals or thieves. Although panels are well constructed, they are not impervious to vandals. Solar panels are ideally located in areas that are not easily accessible to the public.

- **Space**- Solar PV systems can vary greatly in size based on the kWh production capability and the efficiency of the equipment installed. Ideally, the space would be open, not cluttered with HVAC units. The space must be free of shading from trees and other obstructions to provide direct sunlight into the solar panels.

- **Orientation**- Roofs must also have correct orientation to provide the most cost effective installations. South facing orientations are best for solar PV collection.

- **Aesthetics**- Facility owners must decide how the appearance of Solar PV will impact the facility. Installation techniques, metal fabrication and design have helped solar PV become more aesthetically acceptable in recent years.

Three possible sites were considered for the installation of a Solar Photo Voltaic system:

A. **The parking lot north of the SAFAC.** This location has enough physical space for the solar array with a workable orientation to the sun, but has added cost of labor and materials to install across a completed parking lot and far from utility connection points. The construction of a metal parking structures will also add considerable expense to the project. Orientation is gained by having the roof with a pitch to enhance efficiency. Vandalism and car damage could be a risk to the carports as well as graffiti. This approach does have the added benefit of providing covered parking to guests.

B. **The dirt field area east of the center.** This area could be fenced off and the solar array installed within a protective barrier. The field is in close proximity to electrical connections, has sizing flexibility, access and orientation. The dirt field does pose a risk for vandalism and may not be aesthetically pleasing. After discussion with City Staff this site may require a modification to the Newark Sportsfield Park Master Plan for this area.

C. **The roof of the aquatic center.** The roof is challenging because of the orientation of available roof areas and the construction of the roof tiles being slate and very fragile. A large roof mounted installation would require the removal of slate tiles and the installation of composite type roofing. Any replacement roofing inherently includes concerns of structural integrity and leakage. Removal and replacement of roofing is also a considerable additional expense. The roof provides acceptable access and orientation but has limited space available. The roof has approximately 4000 square feet of flat potentially usable area (no slate tile removal or re-roofing) that could accommodate a smaller solar PV system.

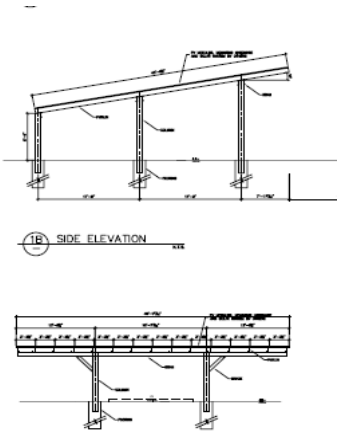


Figure 4.1 Parking Structure Cross Section view of installation for Solar PV

Outside of the boundaries of this analysis the City could also consider that AB 2466, codified as Section 2830 of the Public Utilities Code, was signed into law by Governor Schwarzenegger in September 2008 and became effective on January 1, 2009. The law allows a local government to install renewable generation of up to 1 MW at one location within its geographic boundary and generate credits that can be used to offset charges at one or more other locations within the same geographic boundary. If the City has a more practical installation location it may prove to provide the same benefit at a lower cost to install and faster payback. Rebate eligibility for this approach has not yet been decided by the CPUC.

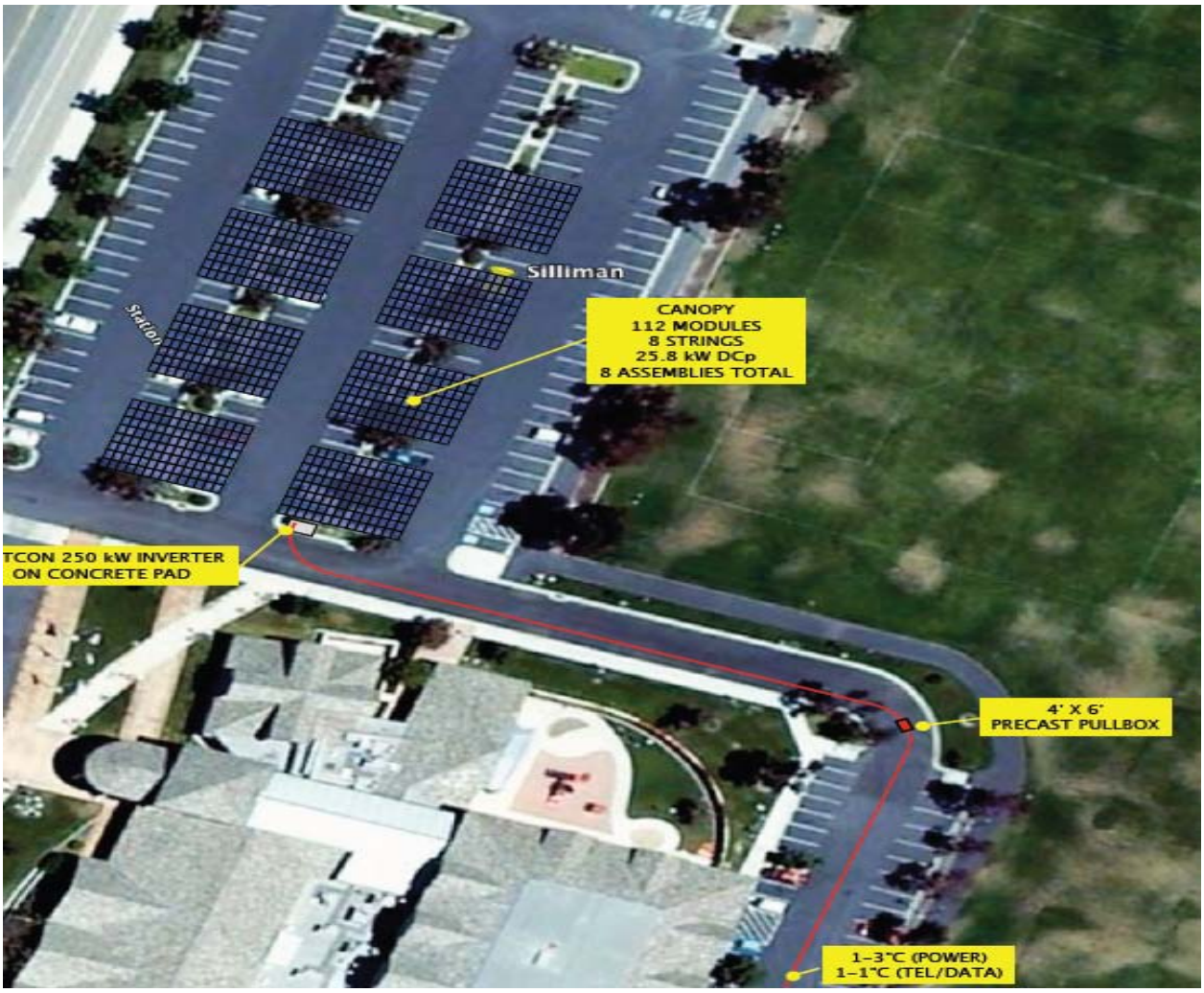


Figure 4.2 SAFAC Solar PV installation parking structure for illustrative purposes only.
View - north parking lot carports- Red line is where trenching would occur for installation.

The budget for this retrofit would be $1,121,000 for a ground mount installation behind the SAFAC, with a simple payback in 14.5 years. The budget for a parking structure style retrofit is $1,483,000 (as illustrated above) with a simple payback of 18.5 years. The budget for a smaller kWh capacity roof mount installation (based on available surface area) is $401,000 with a simple payback of 23.5 years. Paybacks are calculated on the City paying for installation from Capital budgets, estimated rebates are used to discount the cost and assume an annual 5.89% utility escalation rate.

Table 4.2 Summary of Solar PV

Add Solar Photo Voltaic Parking Structure or Field Analysis				
		Annual		
ECM #1A, 1B	Serves	Estimated kWh Generated	Estimated benefit of kWh Generated year one	Estimated CO2 reduction (lbs per year)
	20% of use	278,000	$ 34,982	345,136
Reduction/Savings		278,000	$ 34,982	345,136

Add Solar Photo Voltaic Roof Mount Analysis				
		Annual		
ECM #1C	Serves	Estimated kWh Generated	Estimated benefit of kWh Generated year one	Estimated CO2 reduction (lbs per year)
	4% of use	60,000	$ 7,550	74,490
Reduction/Savings		60,000	$ 7,550	74,490

4.1.2 ECM 2 Solar Thermal Water Heating

In an effort to reduce costs and still maintain year round comfort of the pools, this CEASP evaluated an open loop solar hot water system to supplement heating pool water for all three large pools. The Spa was not evaluated due to its small size which would increase the payback of the entire system.

Utility support, system sizing, access, space, orientation and aesthetics are all considered for solar thermal as they were for solar PV.

- **Utility Support**- Ideally, the utility would provide incentives for solar thermal installations. Currently, no PG&E incentives are available for solar thermal projects.
- **System Sizing**- Right size the amount of solar thermal. Ideally you would provide 100% of your pool heating needs during optimal summer months. Capacity beyond this provides more heating than needed and is wasted.
- **Access**- Install solar thermal in an out of the way location that is hard to access by vandals. Solar thermal is not as “interesting” to vandalize and has no resell value. Solar thermal material is ideally located in areas that are not easily accessible to the public.
- **Space**- Solar thermal systems can vary greatly in size based on the therm production capability and the efficiency of the equipment installed. For the three pools evaluated, approximately 8000 square feet of space is needed. Location is also critical. Locations far from the pool require extensive plumbing and additional cost. The space must be free of shading from trees and other obstructions to provide direct sunlight into the solar material. Long, straight areas for installation are ideal.
- **Orientation**- Roofs must also have correct orientation to provide the most cost effective installations. South facing orientations are best for solar thermal, but orientation is less critical to solar thermal than solar PV collection.

- **Aesthetics**- Facility owners must decide how the appearance of solar thermal will impact the facility. Installation techniques, metal fabrication and design have helped solar thermal PV become more aesthetically acceptable in recent years.

The solar hot water system would be challenging to install on the facility's roof due to the delicate nature of the slate tiles and the lack of available roof area with the correct orientation. Figure 4.3 shows where 6500 square feet of roof space is available with 8000 square feet required.

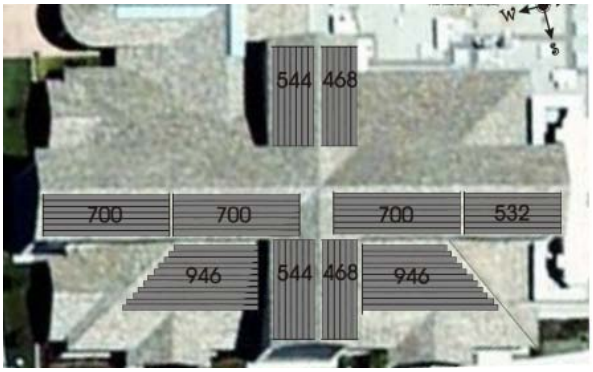


Figure 4.3 SAFAC Roof limited space

This will leave the City with three options; install a smaller roof mount installation, install a ground mount installation in the dirt field behind the SAFAC, or construct a carport parking structure to mount the solar thermal installation.

Three possible sites were considered for the installation of a Solar Thermal system:

A. **The parking lot east of the SAFAC.** This location has enough physical space for the solar array with a workable orientation to the sun, but has added cost of labor and materials to install across a completed parking lot. The construction of a metal parking structures will also add considerable expense to the project. Trees removal would be required along the back of the SAFAC. Vandalism and car damage could be a risk to the carports as well as graffiti. This approach does have the added benefit of providing covered parking to guests.
B. **The dirt field area east of the center.** This area could be fenced off and the solar thermal installed within a protective barrier. The field is in close proximity to plumbing connections, has sizing flexibility, access and orientation. The dirt field does pose a risk for vandalism and may not be aesthetically pleasing. After discussion with City Staff this site may require a modification to the Newark Sportsfield Park Master Plan for this area.
C. **The roof of the aquatic center.** The roof is challenging because of the orientation of available roof areas and the construction of the roof tiles being slate and very fragile. A large roof mounted installation would require the removal of slate tiles and the installation of composite type roofing. Any replacement roofing inherently includes concerns of structural integrity and leakage. Removal and replacement of roofing is also a considerable additional expense. The roof provides acceptable access and orientation but has limited space available. The roof has approximately 6500 square feet of potentially usable area that could accommodate solar thermal for two of the three pools.

The solar thermal hot water plant would provide all of the pool heating in the summer months and a portion of the necessary pool heating during the winter months. The city will not only see savings in the reduced amount of natural gas used to heat the pool but will also see savings in the reduced maintenance and increased life of the boiler system.

In discussion with the city, the best locations for a parking structure installation would have to be a location behind the building (see Figure 4.5). This location also is in close proximity to the pools mechanical room so long complex trench runs would not be necessary. Drawbacks to the parking structure scenario are the increased cost and trees along the back of the building would need to be removed to prevent shading of the array.

Figure 4.4 Solar Thermal Installation (typical)

The budget for this retrofit based on a parking structure mount would be $377,994 and would save the facility $54,645 per year in energy costs, which has a simple payback of 6.92 years without consideration of deferred maintenance savings. The budget for a roof top installation was limited to the Lap Pool and Lazy River Pool based on the available 6000 square feet of correctly oriented roof. The budget for the roof installation is $273,936 and would save the facility $36,317 per year in energy costs with a simple payback of 7.5 years.

A savings breakdown for this measure is provided in Table 4.3 below:

Table 4.3: solar thermal savings large pools

Add Thermal Solar Collectors to Preheat Pool Hot Water Analysis				
		Annual		
ECM #2A, 2B, 2C	Serves	Estimated Gas Therm Savings (84% boiler efficiency)	Estimated therm cost savings	Estimated CO2 reduction (lbs per year)
	Lap Pool	21,734	$ 21,734	239,510
	Lazy River Pool	14,583	$ 14,583	160,708
excluded in 2C	Leisure Pool	18,327	$ 18,327	201,966
Reduction/Saving		54,645	$ 54,645	602,184

Figure 4.5 SAFAC Solar Thermal installation locations shown in blue illustrate where Car port installations could be located.

ENERGY CONSERVATION MEASURES: *LIGHTING RETROFITS*

In this CEASP lighting retrofits is an umbrella term that includes the replacement of inefficient lighting systems with more efficient ones and the retrofitting of current fixtures to make them more efficient. In all instances the light levels produced by the newer systems will equal or be better than the systems they replace.

4.1.3 ECM 3 Replace Natatorium Rail Lighting

As illustrated in the lighting section below the Natatorium rail fixtures consume very large amounts of energy yet produce very little light. The system was designed to utilize up lighting to illuminate the Natatorium. While up lighting has its benefits, it is misapplied in this application. Not only does this system have a high lumen-to-watt ratio (inefficient) but since it uses compact fluorescents it has a much shorter life when compared to linear style fluorescents.

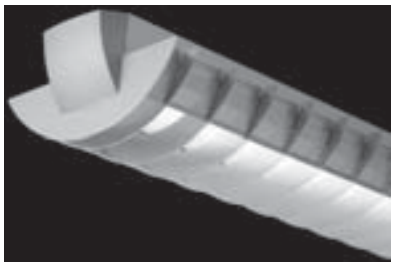


Figure 4.6: Proposed Natatorium Fixture

Initially this CEASP looked at ways to modify or control the current fixtures in order to gain efficiency, however the custom nature of the fixture did not allow many options in order to modify it. Therefore, we chose to evaluate replacing the existing rails with new fixtures suspended in a similar fashion.

We determined that if we removed the current fixture and replaced it with a linear T5 fixture utilizing three tubes (see figure 4.6) we could replace the existing fixtures and reduce the fixtures by half. The energy consumption would be reduced by over 50%. In addition, the lamps in this new fixture are rated for 20,000 hours (as opposed to 10,000 hours of the current system) and would not need to be replaced as often producing operational savings for the City. Light levels in the Natatorium would increase with the new fixtures which would allow for more lights to be turned off during the day.

The budget for this retrofit would be $69,925 and would save the facility $7,508 per year in energy costs, which has a simple payback of 8.61 years without consideration of deferred maintenance savings.

Table 4.4 Savings Analysis for Natatorium Rail Lighting

Replace Natatorium Rail Light Savings Analysis						
		Annual				
ECM #3	Fixture Wattage	Fixture Count	Estimated Hours Used	Estimated kWh	Estimated kWh cost	Estimated CO2 reduction (lbs)
Current	180	88	5,355	84,823	$ 11,632	105,308
Proposed	108	52	5,355	30,074	$ 4,124	37,336
Reduction/Savings	72	36	-	54,750	$ 7,508	67,971

4.1.4 ECM 4 Retrofit Parking Pole Fixtures

Currently the SAFAC has (59) 250 watt pole fixtures (see figure 4.7) and (39) 150 watt small pole fixtures. These poles utilize metal Halide bulbs which were considered state of the art when the facility was constructed. In recent years compact fluorescent lamps have improved to a point where they can be used as suitable replacements for metal halide and other HID lighting sources.

Figure 4.7: Outdoor parking lights

For the pole style fixtures in the parking lot we evaluated them to be retrofit to a 48 and 96 watt compact fluorescent system. The new system will maintain light levels (currently measured between at .3 and 1.4 foot-candles) in the parking lot but will do so at almost half the wattage of the current fixture.

The budget for this retrofit would be $14,783 and would save the facility $4,168 per year in energy costs, which has a simple payback of 2.7 years without consideration of deferred maintenance savings.

Table 4.5 Exterior Lightng Retrofit Savings Summay

Retrofit HID Parking Lot Lighting Analysis						
			Annual			
ECM #4	Fixture Wattage	Fixture Count	Estimated Hours Used	Estimated kWh	Estimated kWh cost	Estimated CO2 reduction (lbs)
Current	280	59	4,015	66,328	$ 5,514	82,346
	118	39	4,015	18,477	$ 1,536	22,939
Proposed	110	59	4,015	26,057	$ 2,166	32,350
	55	39	4,015	8,612	$ 716	10,692
Reduction/Savings	233	-	-	50,135	$ 4,168	62,243

4.1.5 ECM 5 Replace and Retrofit Wall Mounted HID Fixtures

The exterior of the SAFAC has several different lighting fixtures. However, two fixtures make up the bulk of the wall mounted exterior lighting: "house style" fixture and an Up/Down style fixture (see Figure 4.8 and 4.9 below).

Figure 4.8: 50W HID

Figure 4.9: 100W Up / Down Fixture

Both of these fixtures utilize metal halide lighting which can be replaced by compact fluorescents. The "house style" wall wash fixture could be replaced with a similar fixture that utilizes a 26 watt CFL which would reduce the fixture wattage by half while maintaining current light levels (measured at 1.7 foot-candles). The up/down style fixture would be retrofit to a 39 watt compact fluorescent which would replace the existing 100 watt metal halide.

The budget for this retrofit would be $10,770 and would save the facility $1,377 per year in energy costs, which has a simple payback of 7.35 years without consideration of deferred maintenance savings.

Table 4.6 Exterior Lighting Retrofit Savings Summay

Retrofit Wallmounted HID Fixtures Analysis						
			Annual			
ECM #5	Fixture Wattage	Fixture Count	Estimated Hours Used	Estimated kWh	Estimated kWh cost	Estimated CO2 reduction (lbs per year)
Current	118	31	3,213	11,753	$ 1,730	14,591
	59	14	3,213	2,654	$ 391	3,295
Proposed	39	31	3,213	3,885	$ 572	4,823
	26	14	3,213	1,170	$ 172	1,452
Reduction/Savings	112	-	-	9,353	$ 1,377	11,612

ENERGY CONSERVATION MEASURES: *LIGHTING CONTROLS*

During our analysis of the SAFAC our staff noticed a number of areas that could be illuminated with ambient lighting or where excessive after hours runtime of the lighting was occurring. In order to reduce the energy consumption of the facility we developed a number of lighting control options to take advantage of the natural light as well as reduce after-hours runtime of the lighting. The following ECM's are meant to address these issues.

4.1.6 ECM 6 Install Ambient Lighting Sensors on Selected Fixtures

The SAFAC was designed with many skylights and luminous ceilings to take advantage of natural lighting. Unfortunately, its lighting system was not designed with controls to take advantage of this. In some areas like the gymnasium atrium site staff has done an excellent job of turning off fixtures they do not need. Several areas were noted by our staff that could be shut off during daylight hours.

In order to do this effectively the lighting circuit should have an ambient sensor installed on it that would turn off the lights whenever sufficient natural light was present. These sensors work off the existing fixture voltage and can be adjusted for various light levels.

Table 4.7 below defines the areas proposed and the wattage of the fixtures reduced along with the foot candle readings after lights have been turned off.

Table 4.7 Ambient Fixture Installation

Fixture Location	# Fixtures Affected	Total Wattage Reduced	Remaining Foot Candles
Locker Room Hallway Wall Wash	9	351	37
Gymnasium Lighting	8	2560	34
Aquatic Center Cove Fixtures	22	2304	73

All the remaining light levels exceed illumination standards for the areas they serve. This CEASP estimates that the yearly hours of operation for most of these fixtures would drop from 5,355 to 2,499 resulting in a savings of 14,895 kWh.

The budget for this retrofit would be $7,482 and would save the facility $1,817 per year in energy costs, which has a simple payback of 3.14 years without consideration of deferred maintenance savings.

Table 4.8 Ambient Light Sensor Savings Summary

Install Ambient Light Controller on Selected Fixtures Analysis							
			Annual				
ECM #6	Fixture Count	Fixture Wattage	Pre-hours	Post-hours	Estimated kWh savings	Estimated kWh cost savings	Estimated CO2 reduction (lbs per year)
Cove 8' fixt	17	117	5,355	2,499	5,681	$ 693	7,052
Cove 4' fixt	1	59	5,355	2,499	169	$ 21	209
Cove 6' fixt	2	85	5,355	2,499	486	$ 59	603
Cove 3' fixt	2	43	5,355	2,499	246	$ 30	305
Gym 320-Watt PL	26	320	4,284	1,428	7,311	$ 892	9,077
Locker Rm Wall Wash	13	39	5,355	2,499	1,002	$ 122	1,245
Reduction/Savings				17,136	14,894	$ 1,817	18,491

4.1.7 ECM 7 Install Ambient Light Control Natatorium Rail/Catwalk Fixtures

As was mentioned in the facility's overview the Natatoriums lighting is not very efficient on a cost per lumen basis. However, if the rail fixtures were to be replaced as outlined in ECM 3 much of the lighting could be turned off during the day. A lighting sensor would be installed in the Natatorium that would be tied to the existing Alerton EMS which would allow for the sensor to be adjusted to different light levels and even overridden when needed by facility staff.

Lighting levels could be reduced on all of the Catwalk lighting and perhaps as much as 50% of the new rail lighting while maintaining sufficient light. This retrofit would save approximately 40,715 kWh.

The budget for this retrofit would be $8,062 and would save the facility $4,967 per year in energy costs, which has a simple payback of .65 years without consideration of deferred maintenance savings.

Due to the existing poor light levels in the Natatorium (see lighting section 2.1.1) ambient light control would require implementing ECM 3, Natatorium Rail Lighting before implementing this ECM.

This payback is based on implementing ECM 3, Natatorium Rail Lighting.

Table 4.9 Natatorium Ambient Controller Savings Summary

Install Ambient Light Controller on Natatorium Rail and Catwalks Analysis							
			Annual				
ECM #7	Fixture Count	Fixture Wattage	Pre-hours	Post-hours	Estimated kWh savings	Estimated kWh cost savings	Estimated CO2 reduction (lbs per year)
Catwalk 180W Fixt	48	180	5,355	2,499	24,676	$ 3,010	30,635
Catwalk 180W Fixt	14	180	8,760	8,760	-	$ -	-
Natatorium FT-50 x 4 (NEW	52	108	5,355	2,499	16,039	$ 1,957	19,913
Reduction/Savings				5,712	40,715	$ 4,967	50,548

4.1.8 ECM 8 Control After Hours Lighting Through Current EMS

As was noted in the utility analysis section of this CEASP, it appears that custodial staff is turning on a majority of the lighting when they come in to clean the facility. In order to reduce this "nighttime peak" and the cost it creates we have developed a way to use the existing EMS and GE lighting panel to control excessive after hour runtime.

The current Alerton System has a module that will allow it to integrate with the existing GE lighting panel which would allow more comprehensive scheduling of all the lighting utilizing the Alerton system. The new systems control could work as follows:

- 10 pm all lighting except emergency fixtures are turned off
- all light switches are programmed as bypass timers during after hours

With this approach when cleaning staff is working in the facility the light switches would turn on the lights in occupied rooms for a fixed period which could be programmed to only run, for example, 45 minutes, then turn off. This would allow enough time for them to clean the room but limits the amount of time the fixtures are on. The bypass time on each area could be programmed via the Alerton EMS and allow for custom time limits to be set.

The CEASP estimates that this measure will save the facility 23,400 kWh annually.

The budget for this upgrade includes multiple GE lighting panel upgrade boards, interface modules, interface software and programming.

The budget for this retrofit would be $30,993 and would save the facility $1,945 per year in energy costs, which has a simple payback of 15.93 years without consideration of deferred maintenance savings.

Table 4.10 After Hours lighting Control Savings Summary

Control After Hours Lighting Through Current EMS Analysis					
		Annual			
ECM #8	Fixture Count	Hours Saved	Estimated kWh savings	Estimated kWh cost savings	Estimated CO2 reduction (lbs per year)
excess load	All	780	23,400	$ 1,945	29,051
Reduction/Savings		780	23,400	$ 1,945	29,051

The SAFAC could consider an alternate approach to this energy conservation measure. SAFAC could build into the janitorial contract a behavioral agreement. The agreement would require the janitorial crew to use only the lights required for cleaning and then require them to be shut off. An "allowance" for after hours lighting kWh could be established and if the night usage is greater than the allowance the contract would allow for a back-charge. This would allow the SAFAC to recoup the additional costs incurred for unnecessary night lighting.

The lighting back-charge agreement may prove to be difficult to enforce because there is no technical way to sub-meter (measure) the lighting use after hours without additional hardware. This additional hardware required is at a greater cost than approach above that automates it. The City would be left with a more subjective observation and manual trend-log based approach to document abuses by the cleaning crew after hours and the associated back charge calculations.

ENERGY CONSERVATION MEASURES: *CONTROLS MEASURES*

Currently the SAFAC has an Alerton energy management system to control all of the HVAC at the facility. The measures in this section look at strategies to better control the HVAC in the building through the current system as well as expanding the system to control other pieces of equipment in the facility.

Figure 4.10: Alerton Thermostat

4.1.9 ECM 9 Raise Gymnasium Cooling Set-Point

As illustrated in Table 4.11 and 4.12 below, electrical savings can be realized by adjusting the temperature set-point of the two HVAC units that serve the Gymnasium using the existing EMS to increase the set-point by four degrees.

Two tables are presented below, Table 4.11 shows savings for this measure under the assumption that ECM #14 has been adopted and the two Gymnasium HVAC units have been replaced with new AAON units. Table 4.12 shows the savings for this measure with the building as is, with the existing Carrier HVAC units.

The current space temperature set-point is 72F; the existing EMS would be programmed with a new set-point of 76F. This 4 degree F increase would be a step toward a more energy efficient facility's management plan, and would allow the facility to save money every month on their energy costs. The higher set point does have a risk of a decrease in guest satisfaction.

This CEASP estimates that this measure will produce a savings of 2,040 kWh per year if the Gymnasium HVAC unit replacement (ECM #13) has taken place, or 3,640 kWh with the existing units still in place. The kWh savings are higher on the existing equipment because it is less energy efficient and consumes more energy to operate than the new equipment in ECM #13.

The budget for this retrofit would be approximately $875 with either the existing or replacement units. This measure is estimated to save the facility $249 per year with the AAON replacement units or $444 per year with the existing units, based on the blended average electric rate and would pay for itself within 3.5 years with the new unit or 1.95 years with existing equipment. Simple paybacks are longer when based on the newer equipment due to higher efficiency. No material is required for this ECM and could be executed by trained City staff.

Table 4.11 Gymnasium Set-Point Savings Analysis w/ New Gym Units

Use Existing EMS to Reduce HVAC load in Gymnasium using new AAON units Analysis							
					Annual		
ECM #9A	Serves	Estimated Annual Operating Hours	Temp Increase	Base kW	Estimated kWh savings	Estimated kWh cost savings	Estimated CO2 reduction (lbs per year)
AAON RM-013	Gymnasium	4,368	4	2.3	1,020	$ 125	1,266
AAON RM-013	Gymnasium	4,368	4	2.3	1,020	$ 125	1,266
Reduction/Savings				-	2,040	$ 249	2,533

Table 4.12 Gymnasium Set-Point Savings Analysis w/ Existing Gym Units

Use Existing EMS to Reduce HVAC load in Gymnasium using existing HVAC units Analysis							
					Annual		
ECM #9B	Serves	Estimated Annual Operating Hours	Temp Increase	Base kW	Estimated kWh savings	Estimated kWh cost savings	Estimated CO2 reduction (lbs per year)
Carrier: 48HJF-01	Gymnasium	4,368	4	4.2	1,820	$ 222	2,260
Carrier: 48HJF-01	Gymnasium	4,368	4	4.2	1,820	$ 222	2,260
Reduction/Saving				-	3,640	$ 444	4,519

4.1.10 ECM 10 Establish Peak Limiting Program for Specified HVAC Units

Currently at the SAFAC much of the HVAC units are set to cool between 68 and 72 degrees while occupied. The U.S. Department of Energy Recommends 78 degrees as an acceptable cooling set point. While we feel 78 degrees may be too high, we believe the current set points are set too low especially during peak hour (12:00 pm – 6:00 pm) in the summer when energy costs are at a premium.

We have developed a program for the energy management system that would increase the temperatures on the largest HVAC units up to 75 degrees F during peak hours in the months of May through October when electricity is at a premium. Our experience at other locations where we have done similar strategies is that most occupants hardly notice the increase in temperature. This would be a very low cost measure for the city since the SAFAC already has an energy management system installed.

Table 4.13 below illustrates the units selected as well as the savings from this measure.

The budget for this retrofit would be $875 and would save the facility $396 per year in energy costs, which has a simple payback of 2.21 years without consideration of deferred maintenance savings. No material is required for this ECM and could be executed by trained City staff.

Table 4.13 Peak Demand Limiting Program Savings Summary

Use Existing EMS to Reduce Peak HVAC load during summer months Analysis							
					Annual		
ECM #10	Serves	Estimated Annual Operating Hours	Temp Increase	Base kW	Estimated kWh savings	Estimated kWh cost savings	Estimated CO2 reduction (lbs per year)
Carrier: 48HJD-014	Atrium	780	3	5.47	320	83	397
Carrier: 48HJD-008	Teen Center	780	4	2.86	223	58	277
Carrier: 48HJD-008	Teen Center	780	4	2.86	223	58	277
Carrier: 48HJD-004	Activity Room	780	4	1.13	88	23	109
Carrier: 48HJD-009	Exercise Room	780	2	3.08	120	31	149
AAON: RK-10-2	Pool Entry	780	3	3.75	219	57	272
AAON: RK-03	Entry Offices	780	3	1.12	65	17	81
AAON: RK-03	Offices	780	3	1.12	65	17	81
AAON: RK-04	Lockers	780	3	1.49	87	23	108
AAON: RK-05	Lockers	780	2	1.88	73	19	91
AAON: RK-02	Lifeguard Room	780	3	0.76	45	12	55
Reduction/Savings				-	1,529	$ 396	1,898

4.1.11 ECM 11 Install Occupancy Controllers for HVAC in Specified Areas

As illustrated in Table 4.14 below, electrical savings can be realized by controlling the temperature set-point of the two HVAC units that serve the Meeting Room and the Dance Studio. This can be accomplished by using occupancy sensors combined with the existing Energy Management System (EMS) to increase the set-point by a few degrees when the room is unoccupied.

Occupancy Sensors sense when a room has been occupied and activate for a programmable time period the EMS system to allow for heating and cooling. The system would lower the temperature to the current set-point after the room has been occupied for 5 minutes.

The HVAC unit that serves the Meeting Room is a 5-ton Carrier 48HJD-006. The EMS will be programmed to raise this unit's set-point from the current 72 F to the new set-point of 78 F when the room is unoccupied.

The HVAC unit that serves the Dance Studio is a 7.5-ton Carrier 48HJD-008. The EMS will be programmed to raise this unit's set-point from the current 69 F to the new set-point of 78 F when the room is unoccupied. This higher set point requires less cooling and saves energy when unoccupied.

The staff makes efforts to schedule the room temperature control to align with planned meetings. This ECM is an added layer of protection for SAFAC to accommodate last minute schedule changes and prevent cooling / heating of unoccupied rooms.

This CEASP estimates that for approximately 1,820 hours per year in the Meeting Room and 910 hours per year in the Dance Studio the temperature can be set to an energy efficient 78 F. This

measure will save both electrical consumption and demand charges, while using occupancy sensors to minimize impact on guest usage of the facility.

We estimate that this measure will produce a savings of 5,088 kWh per year.

Budget calculations for this ECM include Occupancy Sensor purchase and installation, connection to existing EMS system and EMS programming.

The budget for this retrofit would be $3,180 and would save the facility $621 per year in energy costs, which has a simple payback of 4.46 years without consideration of deferred maintenance savings.

Table 4.14 HVAC occupancy Controllers Savings Summary

Install Occupancy Controllers for HVAC in Specified Areas Analysis							
				Annual			
ECM #11	Serves	Temperature Increase	Base kW	Estimated Annual Unoccupied Hours	Estimated kWh savings	Estimated kWh cost savings	Estimated CO2 reduction (lbs per year)
Carrier: 48HJD-006	Meeting Room	6	1.4	1,820	2,482	$ 303	3,081
Carrier: 48HJD-008	Dance Studio	9	2.0	1,274	2,606	$ 318	3,235
Reduction/Savings				-	5,088	$ 621	6,316

4.1.12 ECM 12 Install Controls on Facility's Pool Boiler Plant

Figure 4.11: pool boiler

As illustrated in Table 4.15 below, significant natural gas savings can be realized by controlling the runtime of the boilers serving the various swimming pools. The boilers currently run 24 hours a day, every day. The boilers can be optimized to only maintain the water temperature to the current set-point between 80 and 84 degrees F during the hours when the pool is in use.

This CEASP has determined that the pool boilers can be disabled between the hours of 9:00 P.M. and 4:30 A.M. seven days a week. During these 7.5 hours per day the water temperature would be allowed to drift, and at 4:30 A.M. the boilers would be re-enabled to bring the water up to its normal set-point. We expect increased natural gas consumption between 4:30 A.M. and approximately 6:00 A.M. while the pool is being brought back up to temperature, however the savings generated from not heating the pool at night will be greater than this increase. Natural gas consumption can be reduced with no impact on guest comfort, simply by not heating the water when the pools are closed. Because the interior temperature of the Natatorium is maintained through the night, minimum heat loss off the surface of the pool water is expected and pool temperatures are estimated to drop around 4 degrees.

We estimate that this measure will produce a savings of 5% of the previous natural gas consumption level, or 2,791 therms per year.

The budget for this retrofit would be $12,860 and would save the facility $3,237 per year in energy costs, which has a simple payback of 3.97 years without consideration of deferred maintenance savings.

Table 4.15 Place Boilers on EMS

Install Controls on Pool Boiler Plant Analysis						
				Annual		
ECM #12	Serves	Pre hours	Post hours	Estimated therm savings	Estimated therm cost savings	Estimated CO2 reduction (lbs per year)
Boiler	Lap Pool	8,760	6,023	700	$ 812	7,718
Boiler	Lazy River	8,760	6,023	808	$ 937	8,905
Boiler	Activity Pool	8,760	6,023	1,067	$ 1,237	11,755
Boiler	Spa	8,760	6,023	215	$ 250	2,375
Reduction/Savings			10,950	2,791	$ 3,237	30,753

ENERGY CONSERVATION MEASURES: *MECHANICAL UPGRADES*

4.1.13 ECM 13 Install VFD System on Pool Filtration Pumps

Significant electrical savings can be realized by controlling the speed of the filtration pumps serving the swimming pools. The systems currently run 24 hours a day, every day at full speed.

The pumps can be optimized to reduce the flow rate to the rate needed to fulfill health code requirements (table 4.16) for minimum turnover rates for the pools during the hours when the pool is not in use. During hours that the pool is open the filtration pumps will be run at full speed as they are now.

This CEASP has determined that the filtration pumps can be run at a reduced level for eight hours each night during the week and on weekends can run at a reduced level for ten hours per night. As we show in Table 4.16 below, the reduced flow rate is based on the minimum rate needed to satisfy the turnover requirement for each pool.

Table 4.16 Minimum Filtration Requirements

SYSERCO - NEWARK AQUATIC CENTER: Required Filtration Flowrates

Lap Pool (222 GPM required by law to meet turnover rate) 79,650 Gallons Filter Area: 20 sq. ft. Normal Filter Flow rate: 300 GPM Backwash Flow rate: 300 GPM Recirculation pump: 7.5 HP, 300GPM Turnover rate: under 5 hours Heater: 650K BTU-Lockinvar	**Lazy River (167 GPM required by law to meet turnover rate)** 57,270 Gallons Filter Area: 40 sq. ft. Max Filter Flow rate: 450 GPM Backwash Flow rate: 300 GPM Recirculation pump: 10 HP, 450GPM Turnover rate: 3 hours Heater: 750K BTU-Lochinvar
Activity Pool (140 GPM required by law to meet turnover rate) 47,820 Gallons Filter Area: 30 sq. ft. Max Filter Flow rate: 450 GPM Backwash Flow rate: 225 GPM Recirculation pump: 10 HP, 450GPM Turnover rate: under 2 hours Heater: 990K BTU-Lochinvar	**Spa (117 GPM required by law to meet turnover Rate)** 3515 Gallons Filter Area: 14.12 sq. ft. Max Filter Flow rate: 210 GPM Backwash Flow rate: 105GPM does not meet flow rate minimum can not be open during backwash Recirculation pump: 5 HP, 176GPM Turnover rate: under 20 min Heater: 24KW-Lochinvar

Figure 4.12 – Variable Frequency Drive (VFD)

This measure will require the installation of a variable frequency drive (VFD) on each pump listed in Table 4.17. These three VFDs represent the major cost associated with this measure, and are required in order to control the speed of the pumps. Other costs associated with this measure will be connecting the new VFDs to the EMS so that they can be scheduled to automatically change their speed at the pre-determined times. Electrical consumption can be reduced while satisfying health code requirements at all times by reducing the speed of the filtration pumps when the pools are closed. The VFD motors would need to be installed outside of the pool filtration area, most likely in the adjoining electrical room.

We estimate that this measure will produce a savings of 24% of the previous consumption level, or 47,676 kWh per year.

Budget calculations for this ECM included three Variable Frequency Drives, enclosures, installation in adjoining electrical room, conduit, wiring, connection to existing EMS system and programming of existing EMS system.

The budget for this retrofit would be $23,704 and would save the facility $3,964 per year in energy costs, which has a simple payback of 5 years without consideration of deferred maintenance savings.

Table 4.17 VFD System for Pool Boilers Savings Summary

Install VFD's to Pool Filtration Pumps Analysis							
				Annual			
ECM #13	Serves	kW Pre	kW Post	Estimated Annual Hours	Estimated kWh savings	Estimated kWh cost savings	Estimated CO2 reduction (lbs per year)
	Lap Pool Pump	6.32	2.98	8,760	10,433	$ 867	12,953
	Lazy River Pump	8.43	2.46	8,760	18,622	$ 1,548	23,119
	Activity Pool Pump	8.43	2.46	8,760	18,622	$ 1,548	23,119
Reduction/Savings		23.2	7.9	-	47,676	$ 3,964	59,190

4.1.14 ECM 14 Replace Gym with AAON Units Digital Scroll Compressors

As illustrated in Table 4.18 on the following page, electrical savings can be realized by replacing the two package units that serve the Gymnasium with variable capacity units. This CEASP has determined that by using units with variable capacity compressors and fans in this application electrical savings will be realized, especially when the units are running under low load conditions.

The existing Carrier model 48HJF-014, 12½ ton package units have badly corroded condenser coils. An example of the damage is shown in Figure 4.13. The existing units were installed in 2001 and have an expected service life between 8 and 15 years. Despite this, this measure needs to be considered in the near future because the Carrier units are showing significant signs of wear. Corroded condenser coils mean that the air conditioner cannot perform as efficiently as it did when it was new, and these units are not only corroded but have damage that will increase with time, eventually forcing a maintenance related replacement to become necessary.

Figure 4.13 – Carrier Coil Deterioration

In addition to deferred maintenance savings, replacement with variable capacity units such as the AAON 16.7 SEER package units being evaluated will save money every month by virtue of their improved efficiency. Most air conditioning systems are not under maximum load all the time. This is true for the Gymnasium at the SAFAC which has intermittent use by guests. Variable capacity units which have high efficiency even at low load can take advantage of situations such as this where a space has fluctuating HVAC demand. The replacement units will be ½ ton larger than the existing units because this is the most closely matched unit available. Despite providing a total of one extra ton of cooling at maximum output when called upon, the new units will be less expensive to operate every day.

It has been our experiences that on average commercial grade package units will last 15 years. However, many factors can lengthen or shorten this lifespan of these units. For example longer duty cycles, or closer proximity to salt water can shorten the lifespan of a unit (this is the case with the gymnasium equipment). The opposite is true to lengthen the lifecycle of a unit. There are literally hundreds of factors that play into the lifecycle of a unit. Our best approach is to continually monitor each unit through regular maintenance and replace once major repairs become more frequent or within 15 years whichever comes first.

The City maintenance staff maintains a building mechanical equipment replacement list for the aquatic center and has a planned replacement year of 2011 for these two HVAC units.

Costs associated with this measure include the cost of the replacement units and curb adapters, installation labor cost, the disposal fees for the existing units, and the cost to integrate the new units with the EMS. In addition to electrical savings, natural gas savings will be realized during the winter months when the package units are used to heat the space.

As shown in Table 4.18, the replacement units are estimated to have a 2% higher Annual Fuel Utilization Efficiency (AFUE) than the existing units. Table 4.19 shows the combined electric and natural gas savings for the measure.

Electrical and natural gas consumption can be reduced while improving guest comfort at all times by replacing the Gymnasium HVAC units with new high efficiency variable capacity units.

We estimate that this measure will produce an electric consumption savings of 47% of the previous consumption level, or 15,999 kWh per year. We estimate a natural gas savings of 362 therms per year.

The budget for this retrofit would be $97,162 and would save the facility $2,373 per year in energy costs, which has a simple payback of 39.9 years without consideration of deferred maintenance savings.

This CEASP has determined that this measure would be eligible for $2,601 in incentives from PG&E, which are included in the payback calculation.

Table 4.18 Gymnasium Package Unit Replacement Savings Summary

Replace Gymnasium HVAC units with AAON units with Digital Scrool Compressors Analysis						
		Annual				
ECM #14	Serves	Estimated Operating Hours	Estimated kWh savings	Estimated Therm Saving	Estimated therm/kWh cost savings	Estimated CO2 reduction (lbs per year)
Carrier: 48HJF-014	Gymnasium	4,368	7,999	181	$ 1,187	11,924
Carrier: 48HJF-014	Gymnasium	4,368	7,999	181	$ 1,187	11,924
Reduction/Savings		-	15,999	362	$ 2,374	23,848

5 Other Considerations

MEASURES NOT VIABLE

This section outlines those ECM's that were considered for the report but did not make the final report either due to a poor payback or other measures providing a better solution. While they did not meet the criteria for this CEASP, they could be considered by the City in modernization or new construction projects.

5.1.1 Geothermal Heating/ Cooling

Geothermal heating and cooling uses the Earth's natural heat to provide conditioning for a building- typically via a heat pump. Geothermal heat pumps are very efficient and buildings that are conditioned by them often times have lower operating costs than those that are conditioned by more conventional methods. The major drawback is the large upfront cost and the availability of space to put the necessary in ground wells or coils.

The SAFAC is located in close proximity to two sports fields that could be a potential location to install coil type geothermal wells. Coil type wells are shallower but require more land to be excavated in order to place the coil fields. Deep well geothermal consists of large deep wells and does not require near the land but would not be a good fit at this site because of the close proximity to the bay and potential for groundwater intrusion.

Geothermal installations are better suited for new construction where they can be planned into the overall building design and equipment. In a retrofit application such as the SAFAC, the conventional air conditioning would still be needed in order to supplement the geothermal heat pumps on extreme days. The SAFAC would be required to retrofit the existing conventional air conditioning equipment at a cost estimated around $1.4 million.

The cost to excavate the land along with the cost of the existing system retrofit would push this measure well outside reasonable payback criteria. Geothermal would have an estimated payback beyond its' useful life and therefore not considered.

Geothermal is a good idea if you are constructing a new facility with enough free land around it in where you can place the wells or fields. For a retrofit of an existing building the cost of the installation does not cover the benefit received in energy savings. Therefore, geothermal was not considered a feasible option at SAFAC.

5.1.2 Wind Power

Wind turbines are probably the most cost effective means of generating renewable power. The one drawback is that they are unpredictable in areas that do not have consistent high velocity wind patterns.

The Department of Energy's Wind Program and the National Renewable Energy Laboratory (NREL) published a wind resource map for the state of California. This resource map shows wind speed estimates at 50 meters above the ground and depicts the resource that could be used for utility-scale wind development. Future plans are to provide wind speed estimates at 30 meters, which are useful for identifying small wind turbine opportunities.

As a renewable resource, wind is classified according to wind power classes, which are based on typical wind speeds. These classes range from Class 1 (the lowest) to Class 7 (the highest). In general, at 50 meters, wind power Class 4 or higher can be useful for generating wind power with large turbines.

The California Wind Resource Map (Source US Department of Energy) show below identifies Newark in Class 1 or Class 2 which is poor or marginal wind availability.

Wind Power Classification

Wind Power Class	Resource Potential	Wind Power Density at 50 m W/m ^{2}	Wind Speed [a] at 50 m m/s	Wind Speed [a] at 50 m mph
1	Poor	0 - 200	0.0 - 5.6	0.0 - 12.5
2	Marginal	200 - 300	5.6 - 6.4	12.5 - 14.3
3	Fair	300 - 400	6.4 - 7.0	14.3 - 15.7
4	Good	400 - 500	7.0 - 7.5	15.7 - 16.8
5	Excellent	500 - 600	7.5 - 8.0	16.8 - 17.9
6	Outstanding	600 - 800	8.0 - 8.8	17.9 - 19.7
7	Superb	> 800	> 8.8	> 19.7

[a] Wind speeds are based on a Weibull k value of 2.0

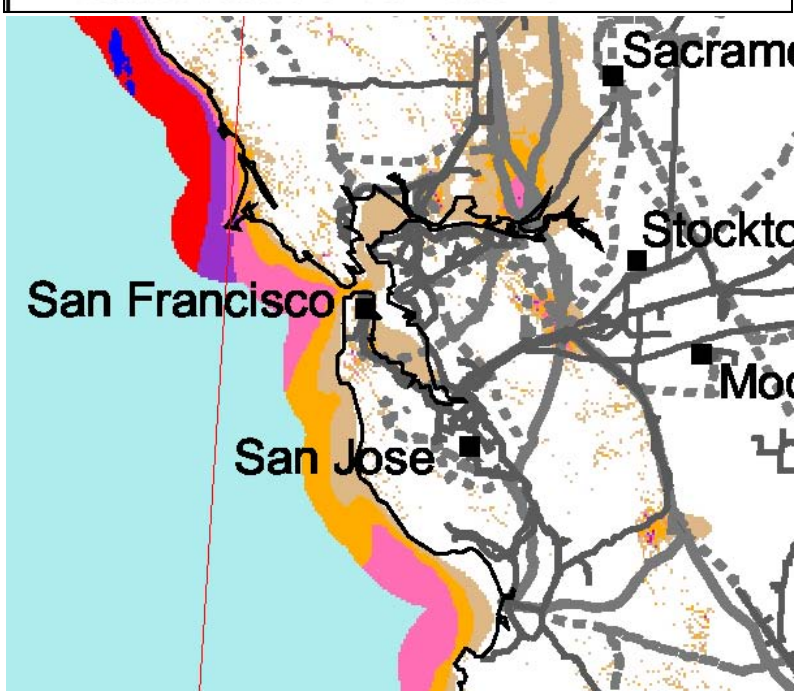


Figure 5.1 – DOE wind resource map

Although it is located in an area with wind, it is not of the velocity and predictability that is needed for wind turbines to be cost effective. Other means such as solar PV are better options for the SAFAC if they are looking to install some form of renewable energy.

5.1.3 Domestic Solar Hot Water

Initially in this proposal Solar Hot Water was considered to supplement the existing domestic hot water boilers located on the roof. The proposed plan was to install a closed loop glycol system on the existing flat portion of the roof.

Closed loop systems use a heat-transfer fluid to collect heat and a heat exchanger to transfer the heat to domestic water. Active closed loop systems use electric pumps, valves, and controllers to circulate the heat-transfer fluid, usually a glycol-water antifreeze mixture, through the collectors.

A closed loop is important to utilize when drinking water is involved to ensure contaminants do not enter the through the solar thermal system.

However after initial budget estimates of $220,000 and a 25 year simple payback it provided an extremely low return on investment.

5.1.4 Domestic Hot Water Plant Controls

Along with solar thermal for the domestic hot water we looked at placing the current plant on the EMS to shut it down at night. The budget to do this would have been approximately $7,200. However, the measure only saved the facility $388 per year yielding an 18.5 year simple payback. Due to the low return on investment this ECM was removed from the overall recommendations.

5.1.5 Cogeneration

A few years ago and under different criteria the SAFAC would have been an ideal location to install a small 80 to 150 kW cogeneration unit. The unit could have provided enough power to trim a significant portion of the facility's base load and much of the waste heat could have been used to supplement the current pool heaters. However, the rebates that once made cogeneration an attractive option are not available. Additionally, small system cogeneration is not as reliable as once thought. If a cogeneration system is down for a few hours during peak time the savings for the month could be completely forfeited. Cogeneration also puts the burden of purchasing fuel (natural gas) at a competitive rate on the owner.

Based on fuel cost and ongoing maintenance expense of the cogeneration system better options exist in the form of solar hot water systems to heat the pools and PV systems to supply power to the facility that contain no moving parts, have no fuel procurement issues, provide more reliable power and provide more carbon offsets than cogeneration does. With this in mind cogeneration does not appear to be a feasible option for the SAFAC.

6 City of Newark Strategic Implementation Plan

BASIS OF RECOMMENDATIONS

This Comprehensive Energy Analysis and Strategic Plan provides the following recommendations as outlined in this section. The basis for the recommendations is based on four criteria:

1. Total energy reduction the Solar Electric measure produces as a standalone measure
2. Overall energy reduction ranking of all other measures (excluding Solar Electric)
3. Most energy reducing for the cost (simple payback) of all other measures (excluding Solar Electric) to provide a guide for the City to follow as they identify funding sources.
4. Ability of energy conservation measures to self fund and provide cash flow neutral or better results for the City.

Because of the magnitude of the solar electric energy conservation measure in comparison to all other measures, it is separated to provide visibility and not mask the benefit of the other recommendations.

Table 6.1 provides a perspective on the recommendations on how impactful the recommendations would be to the overall annual energy cost avoidance and corresponding savings.

Table 6.1 ranked by annual energy cost avoidance

ECM #	Demand Response Measures	Estimated CO2 Reduction	Total energy cost avoidance	Implementation Cost	Estimated Rebate	Simple Payback (rebates Applied)
2	Add Thermal Solar Collectors to Preheat Pool Hot Water	602,184	$ 54,645	$ 377,994	$ -	6.92
1	Install Solar Photo Voltaic Panel for Renewable Generation	345,136	escalating	$ 1,121,000	$ 357,024	14.50
3	Replace Natatorium Rail Lighting	67,972	$ 7,508	$ 69,925	$ 5,264	8.61
7	Install Ambient Light Controller on the Natatorium Rail and Catwalk Fixtures	50,548	$ 4,967	$ 8,062	$ 4,846	0.65
4	Retrofit HID Parking Lot Lighting	62,243	$ 4,168	$ 14,783	$ 3,509	2.70
13	Add VFDs to Pool Filtration Pumps	59,190	$ 3,964	$ 23,704	$ 3,814	5.02
12	Install Controls on Pool Boiler Plant	30,753	$ 3,237	$ 12,860	$ -	3.97
14	Replace Gymnasium Units with AAON Units Containing Digital Scroll Compressors	23,848	$ 2,374	$ 97,162	$ 2,601	39.84
8	Control After Hours Lighting Through Current EMS	29,051	$ 1,945	$ 30,993	$ -	15.93
6	Install Ambient Lighting Sensors on Selected Fixtures	18,491	$ 1,817	$ 7,482	$ 1,773	3.14
5	Replace and Retrofit Wall Mounted HID Fixtures	11,612	$ 1,377	$ 10,770	$ 655	7.35
11	Install Occupancy Controllers for HVAC in Specified Areas	6,316	$ 621	$ 3,180	$ 407	4.46
10	Use Existing EMS to Reduce Peak HVAC Load During Summer Months	1,898	$ 396	$ 875	$ -	2.21
9	Use Existing EMS to Reduce HVAC Load in the Gymnasium	2,533	$ 249	$ 875	$ -	3.51
Total		1,311,775	$ 87,268	$ 1,779,665	$ 379,893	7.29

A second table 6.2 is provided to show a summary of these same recommendations based on energy cost avoidance to cost (simple payback). This provides a perspective on the recommendations on how impactful the recommendations would be to the operating and / or capital budgets:

Table 6.2 Simple Payback

ECM #	Demand Response Measures	Estimated CO2 Reduction	Total energy cost avoidance	Implementation Cost	Estimated Rebate	Simple Payback (rebates Applied)
7	Install Ambient Light Controller on the Natatorium Rail and Catw alk Fixtures	50,548	$ 4,967	$ 8,062	$ 4,846	0.65
10	Use Existing EMS to Reduce Peak HVAC Load During Summer Months	1,898	$ 396	$ 875	$ -	2.21
4	Retrofit HID Parking Lot Lighting	62,243	$ 4,168	$ 14,783	$ 3,509	2.70
6	Install Ambient Lighting Sensors on Selected Fixtures	18,491	$ 1,817	$ 7,482	$ 1,773	3.14
9	Use Existing EMS to Reduce HVAC Load in the Gymnasium	2,533	$ 249	$ 875	$ -	3.51
12	Install Controls on Pool Boiler Plant	30,753	$ 3,237	$ 12,860	$ -	3.97
11	Install Occupancy Controllers for HVAC in Specified Areas	6,316	$ 621	$ 3,180	$ 407	4.46
13	Add VFDs to Pool Filtration Pumps	59,190	$ 3,964	$ 23,704	$ 3,814	5.02
2	Add Thermal Solar Collectors to Preheat Pool Hot Water	602,184	$ 54,645	$ 377,994	$ -	6.92
5	Replace and Retrofit Wall Mounted HID Fixtures	11,612	$ 1,377	$ 10,770	$ 655	7.35
3	Replace Natatorium Rail Lighting	67,972	$ 7,508	$ 69,925	$ 5,264	8.61
1	Install Solar Photo Voltaic Panel for Renew able Generation	345,136	escalating	$ 1,121,000	$ 357,024	14.50
8	Control After Hours Lighting Through Current EMS	29,051	$ 1,945	$ 30,993	$ -	15.93
14	Replace Gymnasium Units w ith AAON Units Containing Digital Scroll Compressors	23,848	$ 2,374	$ 97,162	$ 2,601	39.84
Total		1,311,775	$ 87,268	$ 1,779,665	$ 379,893	7.29

All projects that have a eleven (11) year simple payback or less are recommended as part of this plan based on their ability to be financed and implemented on a cash flow neutral or better position.

Additionally, the replacement of the Gymnasium AC Units are included in this recommendation based on the expected remaining limited life of these units, detailed out in recommendation #8.

6.1.1 Project Funding

Critical to any implementation plan is the availability of funding. There is a variety of ways to fund these energy conservation measures. We have focused on the financing approaches we feel are most suitable for the City.

The City has been active in pursuing Federal and State grants for projects and grants may supplement a portion of these projects. In addition, some operating and capital budgets may be identified that could be utilized to implement several of these energy conservation measures.

Typically the City has waited for capital and operating budgets to be available to implement projects. However, many other cities municipal energy projects are funded through financing vehicles such as Municipal Leases and/or Power Purchase Agreements. In addition to these traditional funding methods, the California Energy Commission is currently offering on a first come, first serve basis a low interest rate loan (3%) for up to $3 Million dollar projects to

implement energy savings projects for cities. Clean Renewable Energy Bonds could also be considered.

Renewable energy opportunities for Public entities used to be thought of as only small scale or demonstration level projects. However, over the past few years with the evolution of Power Purchase Agreements and Municipal Leases, larger renewable energy ventures such as Solar Photo Voltaic and Wind Generation have become viable options for Cities and other public entities.

The information describing how a Power Purchase Agreement (PPA), Municipal Lease, California Energy Commission Energy Efficiency Financing and Clean Energy Renewable Bonds (CREB) operate as well as some of the benefits and drawbacks of entering into these agreements can be found in the appendices section 7.15.

Table 6.3 Summary of the four financing approaches:

Financing Type	**CEC Low Interest Loan**	**Municipal Lease**	**Power Purchase Agreement (PPA)**	**Clean Renewable Energy Bonds (CREBs)**
Description	Loan provided by CEC for qualifying projects	Loan provided by bank for qualifying projects	Purchase of power generated by system owned by third party	Federally backed bond underwritten by bank for qualifying projects
Qualified Projects	Energy Efficiency	Energy Efficiency and Solar	Solar	Solar
Minimum Term (years)	10	5	15	10
Maximum Term (years)	15	20	25	15
Interest Rate	3.0-3.5%	5.5-7.0%	NA	Effective Rate of ~ 1%
End of Term Options	City owns equipment	City owns equipment	City buys equipment at fair market value	City owns equipment
Incentives	Kept by City	Kept by City	Kept by system owner	Kept by City
Insurance	Provided by City	Provided by City	Provided by system owner	Provided by City
Tax Credits	Lost	Lost	Monetized by system owner	Lost
Operations and Maintenance	City's responsibility after warranty period	City's responsibility after warranty period	System owner's responsibility	City's responsibility after warranty period

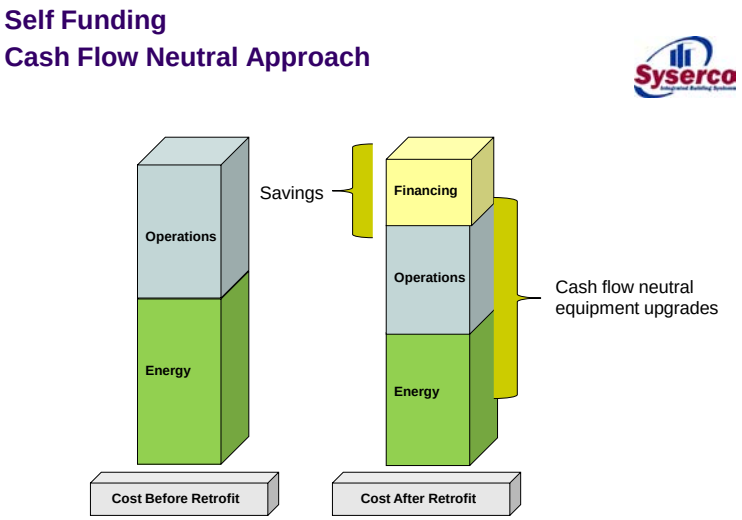
Financing is an important component of the strategic plan. Knowing what size project, term, rate and availability is critical to a successful project.

6.1.2 Recommendation #1 Align Financial Vehicle and City Energy Goals

A brief workshop was conducted on July 28th, 2009 with City representatives Susie Woodstock and Victoria Hernandez. The purpose of the workshop was to review the four financing vehicles outlined in this study and to answer questions on the alternative financing options.

A successful project will require the City to determine which energy conservation measures they both highly value and can financially justify. The determination of which energy conservation measures are valued must be aligned with the financing vehicles available. This alignment must then be tested against the requirements of the financing vehicle to confirm the project is eligible for the program.

Critical to the approach is that the implementation costs to the City are "cash flow neutral" where the energy savings, operational savings, tax credits and utility rebates are at least equal to the finance payment on a yearly basis. This self funding approach makes energy projects highly desirable.



Based on the identified energy projects, we believe the most suitable financing vehicles are for the City to utilize the CEC low interest loan for the energy conservation measures and to utilize the CREB for the solar renewable energy implementation.

The CEC low interest loan will provide the City a self funding cash flow neutral project for the thirteen recommended energy conservation measures (all but solar PV).

The CREB will not be cash flow neutral each year but contributes a substantial savings over a twenty-five year period for the ground mount solar renewable energy measure.

The next step is for the City to determine their energy goals and how to align them with their finances.

The City historically has created capital and operating budgets to address facility retrofits. However, energy conservation retrofits have a unique quality where the savings they produce can pay for the upgrades through this self funding cash flow neutral model.

In working with SAFAC and City maintenance staff the following scenario would typically be the approach for a retrofit of an end of life piece of equipment- (2) AC rooftop units for the Gymnasium:

1. Determine end of life for equipment of rooftop AC units based on equipment age, reliability, maintenance record, field experience

2. Request capital budget dollars for replacement of units, looking for an improvement in energy efficiency over existing unit if possible and affordable

3. Once capital budget is approved, schedule replacement

The results of this will be a request to replace the two gymnasium AC units in the year 2011 at a budget of $97,162. Based on the delay of the replacement, it is expected that the city will pay $2200 a year on 3rd party maintenance on those same AC units until replaced. These two gymnasium AC units have a life cycle remaining of approximately two years.

Beyond capital budgeting is the existing operating budget of SAFAC. The SAFAC spends from $15,000 to $20,000 a year in lighting replacement / bulb replacement. $10,000 is a rough estimate of how much of that lighting is spent on bulb replacement for the lighting that would be retrofitted as part of this plan. That bulb replacement operating cost would be relieved for two years based on new fixtures and bulbs being installed as part of the portfolio of ECM's recommended as part of the CEASP.

Taking just these two examples, the City could realize real cash flow (incentives from implementing the measures) and real operating and capital budget relief of over $145,000 over the next two years if they executed a self funding* cash flow neutral approach versus their historical approach of capital and operational budgeting. The table below illustrates these savings:

Measure	Year	Real Cash Flow	Budget Relief	Running Total
Rebates ECM's- portfolio except solar pv	1	$ 23,677	$ -	$ 23,677
3rd party HVAC repair savings Gym Units	1	$ -	$ 2,200	$ 25,877
Lighting replacement budget relief (bulbs)	1	$ -	$ 10,000	$ 35,877
Total Year 1 Budget				$ 35,877
Rebates	2	$ -	$ -	$ -
(2) AC units replacement Gymnasium	2	$ -	$ 97,162	$ 97,162
3rd Party HVAC repair savings Gym Units	2	$ -	$ 2,200	$ 99,362
Lighting replacement budget relief (bulbs)	2	$ -	$ 10,000	$ 109,362
Total Year 2 Budget				$ 109,362
Total year 1 and 2 year Budget impact		$ 23,677	$ 121,562	$ 145,239

*payments to finance company are no greater than the calculated savings generated from implementing the measures

6.1.3 Recommendation #2 Install Solar PV for Renewable Generation

The project with the largest energy conservation and CO2 reduction impact is the Solar Photo Voltaic renewable energy installation. The project provides 278,311 kWh of energy reduction, 345,523 lbs of CO2 reduction which is the equivalent of planting over 1,000 trees. For the ground mount and parking cover designs the city has at minimum three methods to procure the funding necessary to implement this energy conservation measure by way of a Municipal Lease, Power Purchase Agreement or Clean Renewable Energy Bond.

The big decision for the City is to evaluate if they can accept the risk of vandalism of the solar PV system if it were either ground mount with protective fencing or parking cover design. These two designs have the better simple paybacks and are stronger economic choices.

Although the roof mount is ideal from a protection perspective, this design has significant disadvantages:

1. The available roof space is limited so the solar PV would only serve a small amount of electrical usage.

2. The simple payback is beyond the available financing terms with all except PPA financing, and the kWh output of the roof installation is too small for a PPA to consider. This would require the city to provide capital to implement the project with this design.

The City could also consider if there is an alternate City owned, long term location for a Solar PV program that would provide a safe and more economical installation. The CPUC has not yet ruled on whether a local government participating in the 2466 program can also receive rebates which would most likely offset the economic benefit of an alternate site.

This CEASP recommends option 1b below, and that the most suitable financing vehicle for the City to utilize is the CREB for the solar renewable energy implementation.

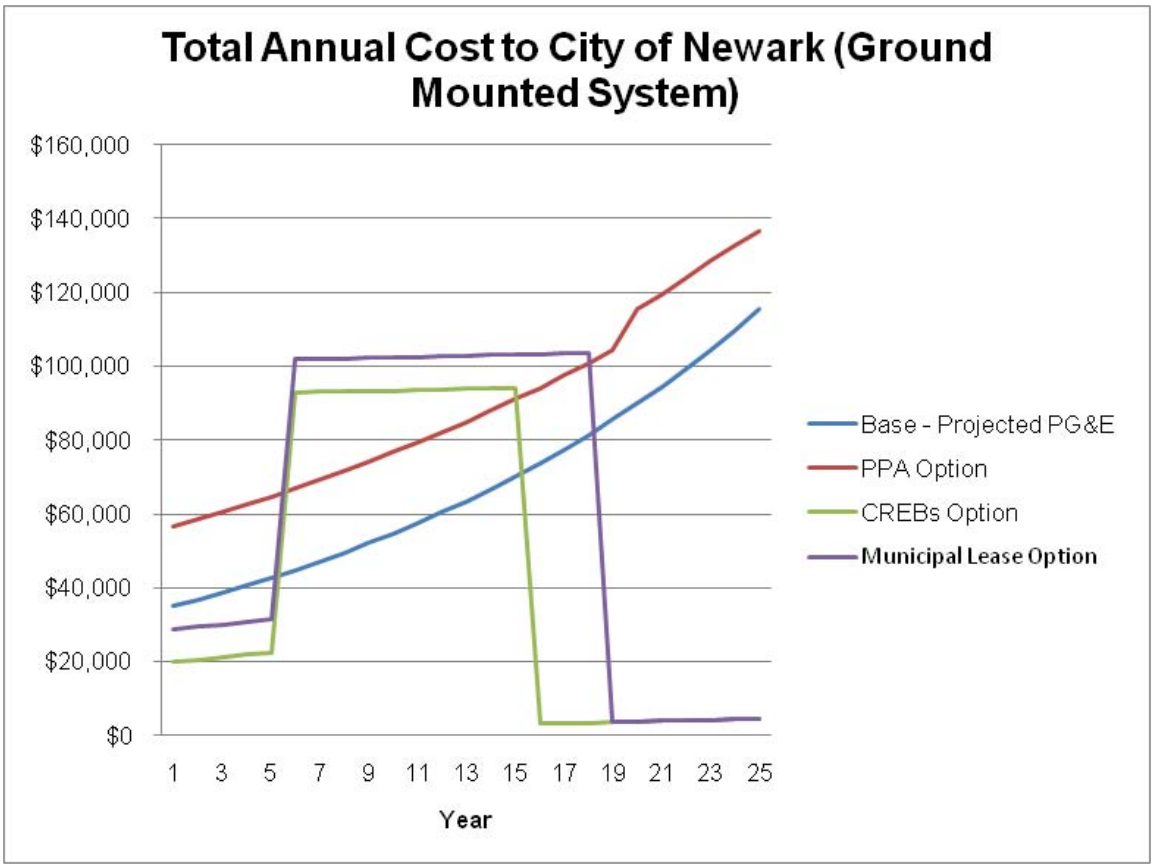
This recommendation is contingent on the ability to get the cost of the electricity from the Solar PV renewable source <u>at or below</u> the cost they currently project to pay to the Utility. Moving the solar installation to the dirt field is outlined in option 1b below. This option may require the City to modify the Newark Sportsfield Park Master Plan.

The financial models to implement this measure are shown in the table below. The budgets per year take into consideration the installation, cost to maintain, the cost of money to finance, and warranty (PPA only) to ensure the installation has a life cycle of 25 years.

The CREB financing option captures the utility rebates for the first five years, making the payment less for the city during that period. Years 6 through 15 are higher payments. The system debt is then satisfied and the savings are significant over years 16 through 25. The CREB does not allow for the payments to be evened out on an annual basis, therefore this is not cash flow neutral each year. If the City can manage this cash flow model yearly then the overall savings are in excess of $600,000 over the twenty-five year period.

Option 1b Solar ground mounted behind SAFAC:

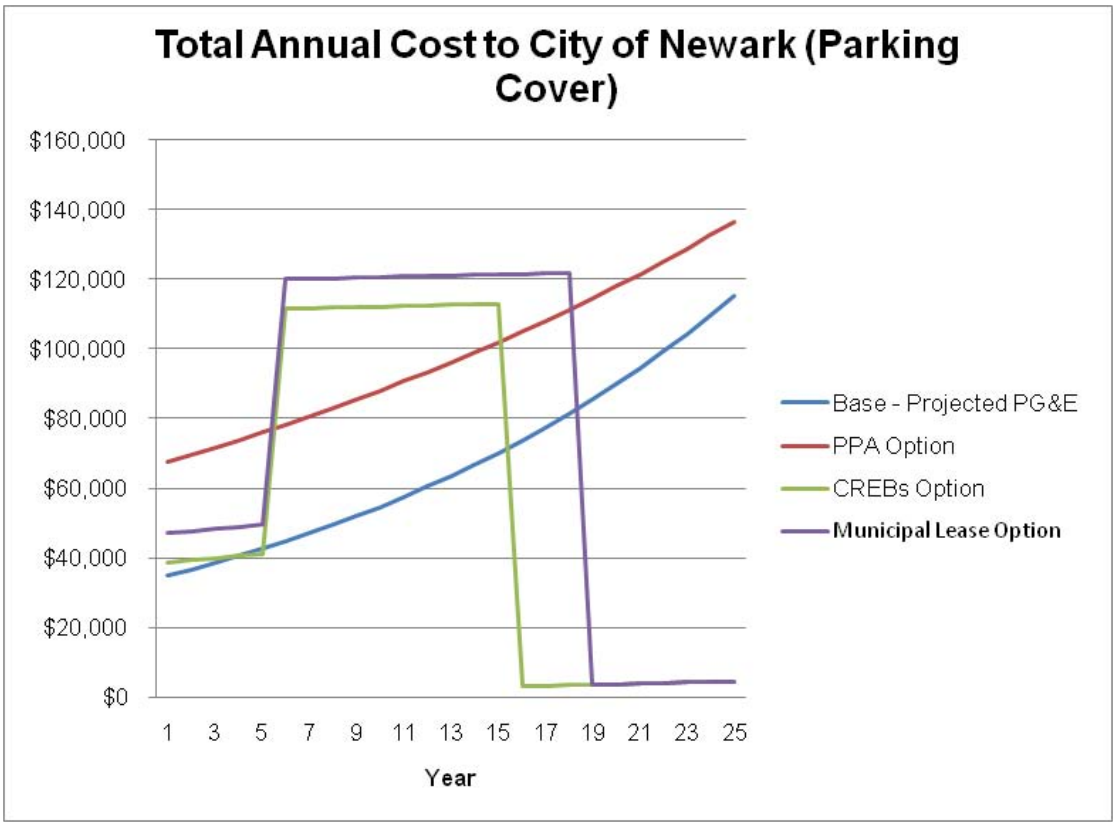
	Total Cost to City (Ground Mounted)			
Year	Base - Projected PG&E	PPA Option	CREBs Option	Municipal Lease Option
1	$34,982	$56,495	$19,956	$28,876
2	$36,765	$58,454	$20,588	$29,509
3	$38,638	$60,481	$21,219	$30,139
4	$40,607	$62,579	$21,847	$30,767
5	$42,676	$64,749	$22,473	$31,393
6	$44,851	$66,995	$92,904	$101,825
7	$47,137	$69,318	$93,028	$101,948
8	$49,539	$71,722	$93,153	$102,074
9	$52,063	$74,209	$93,280	$102,201
10	$54,716	$76,783	$93,409	$102,330
11	$57,504	$79,446	$93,650	$102,571
12	$60,435	$82,201	$93,783	$102,703
13	$63,514	$85,052	$93,917	$102,838
14	$66,751	$88,002	$94,054	$102,975
15	$70,152	$91,054	$94,193	$103,114
16	$73,727	$94,212	$3,176	$103,255
17	$77,484	$97,479	$3,320	$103,399
18	$81,433	$100,860	$3,465	$103,544
19	$85,582	$104,358	$3,613	$3,613
20	$89,943	$115,596	$3,763	$3,763
21	$94,527	$119,605	$3,916	$3,916
22	$99,344	$123,754	$4,071	$4,071
23	$104,406	$128,803	$4,229	$4,229
24	$109,726	$132,631	$4,389	$4,389
25	$115,318	$136,573	$4,572	$4,572
Total	**$1,691,821**	**$2,241,410**	**$1,079,968**	**$1,514,017**


Total Annual Cost to City of Newark (Ground Mounted System)
$160,000
$140,000
$120,000
$100,000
$80,000
$60,000
$40,000
$20,000
$0
1 3 5 7 9 11 13 15 17 19 21 23 25
Year
Base - Projected PG&E
PPA Option
CREBs Option
Municipal Lease Option

Under the current design and location outlined in option 1a below, the cost of the Solar Photo Voltaic is higher than the current Utility cost. For the solar project to be fiscally viable, the city must either consider the alternate location in the dirt field behind the SAFAC to place the solar or acquire a down-payment in the form of a grant or other means to buy down the cost of option 1a.

Option 1a Solar built with Parking Structure:

	Total Cost to City (Parking Cover)			
Year	Base - Projected PG&E	PPA Option	CREBs Option	Municipal Lease Option
1	$34,982	$67,626	$38,654	$47,040
2	$36,765	$69,636	$39,286	$47,672
3	$38,638	$71,706	$39,917	$48,302
4	$40,607	$73,837	$40,545	$48,931
5	$42,676	$76,031	$41,171	$49,556
6	$44,851	$78,291	$111,603	$119,988
7	$47,137	$80,617	$111,726	$120,112
8	$49,539	$83,013	$111,851	$120,237
9	$52,063	$85,480	$111,978	$120,364
10	$54,716	$88,021	$112,107	$120,493
11	$57,504	$90,636	$112,371	$120,754
12	$60,435	$93,330	$112,503	$120,887
13	$63,514	$96,104	$112,638	$121,021
14	$66,751	$98,960	$112,775	$121,158
15	$70,152	$101,901	$112,914	$121,297
16	$73,727	$104,929	$3,199	$121,438
17	$77,484	$108,047	$3,342	$121,582
18	$81,433	$111,258	$3,488	$121,727
19	$85,582	$114,565	$3,633	$3,633
20	$89,943	$117,970	$3,783	$3,783
21	$94,527	$121,476	$3,936	$3,936
22	$99,344	$125,086	$4,091	$4,091
23	$104,406	$128,803	$4,249	$4,249
24	$109,726	$132,631	$4,409	$4,409
25	$115,318	$136,573	$4,572	$4,572
Total	**$1,691,821**	**$2,456,526**	**$1,360,742**	**$1,841,233**


Total Annual Cost to City of Newark (Parking Cover)
$160,000
$140,000
$120,000
$100,000
$80,000
$60,000
$40,000
$20,000
$0
1 3 5 7 9 11 13 15 17 19 21 23 25
Year
Base - Projected PG&E
PPA Option
CREBs Option
Municipal Lease Option

Under the current design and location outlined in option 1c below, the City would be required to supply their own capital to implement the project.

Option 1c Solar roof mount:

Year	starting balance		$ 401,000
	utility avoided @ 5.89% annual escalation	rebate	running balance
1	$ 7,045	$ 61,672	$ 332,283
2	$ 7,460	$ -	$ 324,823
3	$ 7,900	$ -	$ 316,923
4	$ 8,365	$ -	$ 308,558
5	$ 8,858	$ -	$ 299,701
6	$ 9,379		$ 290,321
7	$ 9,932		$ 280,390
8	$ 10,517		$ 269,873
9	$ 11,136		$ 258,737
10	$ 11,792		$ 246,945
11	$ 12,487		$ 234,458
12	$ 13,222		$ 221,236
13	$ 14,001		$ 207,235
14	$ 14,825		$ 192,410
15	$ 15,699		$ 176,711
16	$ 16,623		$ 160,088
17	$ 17,602		$ 142,485
18	$ 18,639		$ 123,846
19	$ 19,737		$ 104,109
20	$ 20,900		$ 83,209
21	$ 22,131		$ 61,078
22	$ 23,434		$ 37,644
23	$ 24,814		$ 12,830
24	$ 26,276		$ (13,446)
25	$ 27,824		$ (41,270)
Totals	$ 215,482	$ 61,672	

Both option 1a & 1b budgets include installation, finance costs, maintenance (PPA only), insurance, rebates and / or tax credits applied.

Option 1c budgets include installation and rebates applied. The city would be required to supply the capital to implement the project.

Simple paybacks with utility escalation but without the cost of money are calculated as follows:

Table 6.4 Solar PV simple payback calculations

Add Solar Photo Voltaic Ground Mount Payback Calculation								
ECM #1A	Budget Project Equipment	Budget Project Installation	Total Project Budget	Estimated Annual Savings	Simple Payback (years)	Estimated Incentives / (Incentive paid over five years based on production)	Payback with rebate (years)- no kWh rate escalation considered	Payback with Rebate (years)- kWh rate escalation considered
Budget/Payback	$ 840,741	$ 280,247	$ 1,120,988	$ 34,982	32.0	$ 357,024	21.8	14.50

Add Solar Photo Voltaic Parking Structure Payback Calculation								
ECM #1B	Budget Project Equipment	Budget Project Installation	Total Project Budget	Estimated Annual Savings	Simple Payback (years)	Estimated Incentives / (Incentive paid over five years based on production)	Payback with rebate (years)- no kWh rate escalation considered	Payback with Rebate (years)- kWh rate escalation considered
Budget/Payback	$ 1,112,250	$ 370,750	$ 1,483,000	$ 34,982	42.4	$ 357,024	32.2	18.50

Add Solar Photo Voltaic Roof Mount Payback Calculation								
ECM #1C	Budget Project Equipment	Budget Project Installation	Total Project Budget	Estimated Annual Savings	Simple Payback (years)	Estimated Incentives / (Incentive paid over five years based on production)	Payback with rebate (years)- no kWh rate escalation considered	Payback with Rebate (years)- kWh rate escalation considered
Budget/Payback	$ 300,750	$ 100,250	$ 401,000	$ 7,045	56.9	$ 60,700	48.3	23.50

The Utility rate structure, after evaluation, should remain at E19 and not move to an A6.

This recommendation references ECM # 1.

6.1.4 Recommendation #3 Install Solar Thermal to preheat pool water

This recommendation is based on the solar thermal installation being constructed with a parking structure behind the SAFAC. The budget allows for 8000 square feet of solar thermal collection on approximately a 9000 square foot parking structure.

This energy conservation measure has both a high energy and CO2 saving potential, but also an attractive financial payback of less than 7 years.

Table 6.5 Thermal Solar Pool Heaters Savings Summary Parking Structure design

Add Thermal Solar Collectors to Preheat Pools (on parking structure) Payback Calculation							
ECM #2A	Budget Project Equipment	Budget Project Installation	Total Project Budget	Estimated Annual Savings	Simple Payback (years)	Estimated One time estimated Rebate / Incentive	Payback with rebate (years)
Budget/Payback	$ 130,000	$ 247,994	$ 377,994	$ 54,645	6.9	$ -	6.9

If the City evaluates the installation of the solar thermal system on a parking structure as high risk because of the concern with either Vandalism and / or maintenance of the parking

structure they could choose to install a large enough system (6000 square feet) to heat the lap pool and lazy river pool on the roof. The budget for this approach includes the removal and saving (as possible) of 6000 square feet of slate tile, installation of asphalt shingle roofing including self adhering underlayment. This design is subject to structural integrity/structural compliance and has no budget dollars planned for structural modification.

The energy conservation measure still delivers high energy and CO2 savings potential and has a 7.5 year payback.

Table 6.6 Thermal Solar Pool Heaters Savings Summary Roof Mount design

Add Thermal Solar Collectors to Preheat Pools (2 pools roof installation) Payback Calculation							
ECM #2B	Budget Project Equipment	Budget Project Installation	Total Project Budget	Estimated Annual Savings	Simple Payback (years)	Estimated One time estimated Rebate / Incentive	Payback with rebate (years)
Budget/Payback	$ 97,000	$ 176,936	$ 273,936	$ 36,317	7.5	$ -	7.5

The most suitable financing vehicle for the City to utilize is the CEC low interest loan for this energy conservation measure. The CEC low interest loan will provide the City a self funding cash flow neutral project for this recommendation.

If the city were to consider placing the solar thermal array on the dirt lot area of the property the cost to implement the project and corresponding savings would be minimal. The savings of no parking structure are largely offset by the concrete and metal fabrication work required for the dirt field installation.

This recommendation references ECM#2.

6.1.5 Recommendation #4 Install VFD Motors on pool filtration pumps

This energy conservation measure of installing Variable Frequency Drive Motors on the pool filtration pumps has both a high energy and CO2 saving potential, but also an attractive financial payback of 5 years. This budgeted amount will ensure the pool filtration requirements will be met and the additional life you will get from the equipment with reduced run hours will be an additional benefit.

Table 6.7 VFD Pool Pump Savings Summary

Install VFD's to Pool Filtration Payback Calculation							
ECM #13	Budget Project Equipment	Budget Project Installation	Total Project Budget	Estimated Annual Savings	Simple Payback (years)	Estimated One time estimated Rebate / Incentive	Payback with rebate (years)
Budget/Payback	$ 9,400	$ 14,304	$ 23,704	$ 3,964	6.0	$ 3,814	5.0

The most suitable financing vehicle for the City to utilize is the CEC low interest loan for this energy conservation measure. The CEC low interest loan will provide the City a self funding cash flow neutral project for this recommendation. This recommendation references ECM #13.

6.1.6 Recommendation #5 Install Lighting retrofits

Incentives / rebates for lighting retrofits for Cities are currently enhanced and the additional incentive rate should be captured by the city while available. This budget allows for the implementation of energy conservation measures 3,4,5,6,7 and 8 of this analysis. The lighting retrofits, when combined together provide for 193,247 kWh of energy and 239,916 pounds of CO2 reduction and have a financial payback of less than 6 years.

Lighting retrofits are highly visible to the public as well as lighting schedules and this retrofit provides very visible energy savings as well as an attractive overall financial payback.

Table 6.8 Lighting Measures Saving Summary

Replace Natatorium Rail Light Payback Calculations							
ECM #3	Budget Project Equipment	Budget Project Installation	Total Project Budget	Estimated Annual Savings	Simple Payback (years)	Estimated One time estimated Rebate / Incentive	Payback with rebate (years)
Budget/Payback	$ 41,955	$ 27,970	$ 69,925	$ 7,508	9.3	$ 5,264	8.6

Retrofit HID Parking Lot Lighting Payback Calculations							
ECM #4	Budget Project Equipment	Budget Project Installation	Total Project Budget	Estimated Annual Savings	Simple Payback (years)	Estimated One time estimated Rebate / Incentive	Payback with rebate (years)
Budget/Payback	$ 7,400	$ 7,383	$ 14,783	$ 4,168	3.5	$ 3,509	2.7

Retrofit Wallmounted HID Payback Calculations							
ECM #5	Budget Project Equipment	Budget Project Installation	Total Project Budget	Estimated Annual Savings	Simple Payback (years)	Estimated One time estimated Rebate / Incentive	Payback with rebate (years)
Budget/Payback	$ 6,462	$ 4,308	$ 10,770	$ 1,377	7.8	$ 655	7.3

Install Ambient Light Controller on Selected Fixtures Payback Calculations							
ECM #6	Budget Project Equipment	Budget Project Installation	Total Project Budget	Estimated Annual Savings	Simple Payback (years)	Estimated One time estimated Rebate / Incentive	Payback with rebate (years)
Budget/Payback	$ 2,619	$ 4,863	$ 7,482	$ 1,817	4.1	$ 1,773	3.1

Install Ambient Light Controller on Natatorium Rail and Catwalks Payback Calculations							
ECM #7	Budget Project Equipment	Budget Project Installation	Total Project Budget	Estimated Annual Savings	Simple Payback (years)	Estimated One time estimated Rebate / Incentive	Payback with rebate (years)
Budget/Payback	$ 4,162	$ 3,900	$ 8,062	$ 4,967	1.6	$ 4,846	0.6

Control After Hours Lighting Through Current EMS Payback Calculations							
ECM #8	Budget Project Equipment	Budget Project Installation	Total Project Budget	Estimated Annual Savings	Simple Payback (years)	Estimated One time estimated Rebate / Incentive	Payback with rebate (years)
Budget/Payback	$ 17,046	$ 13,947	$ 30,993	$ 1,945	15.9	-	15.9

If the City determines they are able to control after hour lighting use by behavior changes to the after-hours cleaning crew then they should not proceed with ECM #8.

The most suitable financing vehicle for the City to utilize is the CEC low interest loan for this energy conservation measure. The CEC low interest loan will provide the City a self funding cash flow neutral project for this recommendation.

6.1.7 Recommendation #6 Install Controls on pool boiler plant

The simple payback of this project of 3.97 years makes this energy conservation project a high priority. In addition to the energy cost avoidance, this measure will also potentially increase the life of the boiler equipment by reducing the run hours dramatically on an annual basis.

Table 6.9 Pool Boiler Controls Saving Summary

Install Controls on Pool Boiler Plant Payback Calculation							
ECM #12	Budget Project Equipment	Budget Project Installation	Total Project Budget	Estimated Annual Savings	Simple Payback (years)	Estimated One time estimated Rebate / Incentive	Payback with rebate (years)
Budget/Payback	$ 8,260	$ 4,600	$ 12,860	$ 3,237	4.0	$ -	4.0

The most suitable financing vehicle for the City to utilize is the CEC low interest loan for this energy conservation measure. The CEC low interest loan will provide the City a self funding cash flow neutral project for this recommendation.

6.1.8 Recommendation #7 Install Energy Management Control upgrades

This combines the recommendations of reducing HVAC use in the gymnasium (ECM9), peak HVAC during summer months (ECM 10) and in selective areas by occupancy (ECM11). Together they provide energy cost avoidance of $ 1,266 per year. The overall costs to implement these projects are minimal and may be able to be funded by way of existing operational budgets. The simple payback of 3.57 years makes them desirable projects to implement.

Table 6.10 Demand Response Measure Savings Summary

Use Existing EMS to Reduce HVAC load in Gymnasium using new AAON units Payback Calculations							
ECM #9A	Budget Project Equipment	Budget Project Installation	Total Project Budget	Estimated Annual Savings	Simple Payback (years)	Estimated One time estimated Rebate / Incentive	Payback with rebate (years)
Budget/Payback	$ -	$ 875	$ 875	$ 249	3.5	$ -	3.5

Use Existing EMS to Reduce Peak HVAC load during summer months Payback Calculation							
ECM #10	Budget Project Equipment	Budget Project Installation	Total Project Budget	Estimated Annual Savings	Simple Payback (years)	Estimated One time estimated Rebate / Incentive	Payback with rebate (years)
Budget/Payback	$ -	$ 875	$ 875	$ 396	2.2	$ -	2.2

Install Occupancy Controllers for HVAC in Specified Payback Calculation							
ECM #11	Budget Project Equipment	Budget Project Installation	Total Project Budget	Estimated Annual Savings	Simple Payback (years)	Estimated One time estimated Rebate / Incentive	Payback with rebate (years)
Budget/Payback	$ 1,272	$ 1,908	$ 3,180	$ 621	5.1	$ 407	4.5

The most suitable financing vehicle for the City to utilize is the CEC low interest loan for this energy conservation measure. The CEC low interest loan will provide the City a self funding cash flow neutral project for this recommendation.

6.1.9 Recommendation #8 Replace Gymnasium Units

This recommendation is an accelerated replacement within 2 years. Based on the life-cycle analysis of the existing units, the ideal timeframe to budget and replace the units would be in approximately 2011.

The gymnasium HVAC units were well maintained, however they have begun to show considerable coil deterioration. This is largely attributed to two factors: the long duty cycle placed on the units by trying to maintain 72° in the large gymnasium and the close proximity of the units to the corrosive salt water of The Bay. Together these two factors have greatly reduced the life of these units. The replacement units specified in the report not only have a higher efficiency but they also are equipped with a special coating to help delay corrosion due to salt water.

The following table shows the electricity and natural gas savings of the proposed unit.

Table 6.11 AAON Package unit Replacement Electrical Savings Summary

Replace Gymnasium HVAC units with AAON units with Digital Scrool Compressors Payback Calculation							
ECM #14	Budget Project Equipment	Budget Project Installation	Total Project Budget	Estimated Annual Savings	Simple Payback (years)	Estimated One time estimated Rebate / Incentive	Payback with rebate (years)
Budget/Payback	$ 54,000	$ 43,162	$ 97,162	$ 2,374	40.9	$ 2,601	39.8

The energy cost avoidance and simple payback calculations on these units do not support a replacement at this time. **The units are recommended for replacement based on near end of life status.** If added to the portfolio of other measures this ECM can be financed through the CEC low interest loan program and will provide the City a self funding cash flow neutral project with this recommendation.

6.1.10 Next Steps

The City of Newark has an excellent opportunity to reduce carbon emissions and drive additional energy costs out of the Silliman Activity and Family Aquatic Center.

The next steps for the City are:

- Determine their energy goals
- Determine their financial approach (budgeting vs. financed)
- Determine their best financial vehicle (if financed)
- Select the best portfolio of ECM's to align with their budgets / finances

Syserco will support the City to build the appropriate portfolio of energy conservation measures to align with the City's financial plan.

7 Appendices Appendix 1

7.1.1 Attachments & Supporting data

Energy is delivered to the SAFAC as electricity and as natural gas. Some measures in this report recommend ways to conserve natural gas resources. These measures save money, conserve an important natural resource, and also help to offset the release of carbon into the atmosphere. When natural gas is used (combusted) carbon dioxide is released into the atmosphere at a rate of 11.02 pounds per therm[i].

Conserving natural gas and electricity are both important ways that the SAFAC can reduce its carbon dioxide emissions. Implementing all the measures in this report will offset 1,190,841 pounds of CO2 from being released into the atmosphere each year.

The calculation to estimate this is provided by the EPA and states that the portion of the natural gas that is made of carbon is completely oxidized into CO2[ii]. The average heat content of natural gas is 0.1 mmbtu per therm[iii]. The average carbon coefficient of natural gas is 14.74 kg per million btu[iv]. The amount of CO2 released per therm that is consumed is calculated according to the EPA formula by multiplying: (heat content X carbon coefficient X fraction oxidized X molecular weight ratio of carbon dioxide to carbon (44/12)).

To calculate the amount of carbon dioxide release that is offset by each measure we first must know how much carbon is released for every kWh of electricity that is generated. The electric power that is used by the SAFAC in Newark California is generated from a variety of sources. In northern California, the power provided by PG&E is generated from a mix of hydroelectric, geothermal, wind, nuclear sources as well as coal and natural gas fired power plants.

When coal and natural gas are burned carbon is released into the atmosphere; this total amount of carbon released is divided by the total amount of electricity generated by all sources to find the average amount of carbon released per kWh generated. For every kWh of electricity not used by the SAFAC, one kWh of electricity does not need to be generated. By not generating one kWh of electricity 1.2415 pounds of CO2 that would have otherwise been released is offset[v].

Citations

i. Environmental Protection Agency. http://www/epa.gov/RDEE/energy-resources/refs.html Retrieved 7-17-2009

ii. 2006 IPCC Guidelines for National Greenhouse Gas Inventories. Intergovernmental Panel on Climate Change, Geneva, Switzerland.

iii. Inventory of U.S. Greenhouse Gas Emissions and Sinks: Fast Facts 1990-2005. Conversion Factors to Energy Units (Heat Equivalents) Heat Contents and Carbon Content Coefficients of Various Fuel Types. U.S. Environmental Protection Agency, Washington, D.C.. USEPA #430-R-07-002 (PDF).

iv. Ibid.

v. California Center for Sustainable Energy. http://energycenter.org/ Retrieved 7-17-2009

7.1.2 Terminology kW, kWh, MW

Terms to understand

Kilowatt (kW): A unit of measure for the amount of electricity needed to operate given equipment. One kW equals 1000 watts.

Kilowatt-hour (kWh): The most commonly used unit of measure indicating the amount of electricity consumed over time. It means one kilowatt of electricity supplied for one hour.

Megawatt (MW): Equals 1,000 kW or 1,000,000 watts. According to the California Independent System Operator, one megawatt of utility supplied power is enough electrical capacity to power 750 average homes.

7.1.3 Methodology

The following is a description of how the Energy Conservation Measure calculations were performed, including example equations. The average cost of a kWh for the SAFAC was 12.2¢ and the average cost for a therm of gas was $1.16.

Averages are helpful as a point of reference, but each energy conservation measure considered as part of this report could have different savings associated based on when and how much energy is conserved.

Although the average cost of a therm was $1.16 for the study period, natural gas rates continue to decline (as illustrated in table 3.3) and $1.00 per therm was used as a baseline when energy conservation measure savings were calculated. This more conservative approach allows for savings greater than what was calculated in this report.

ECM #1

Energy Conservation Measure #1 is installing Solar Photo Voltaic to generate electricity. The calculation is done by using Utility offered web based tools to estimate the kWh production based on site location, product, design and orientation to the sun.

The following two pages utilize the California Solar Initiative incentive tool to estimate kWh production and rebates based on customer type, system size, orientation, product, design and location. The pages show the kWh production and rebates for the parking structure / field solar PV installation and the roof installation.

California Solar Initiative

Incentive Calculator - Current Standard PV

Save as a PDF

	Proposed
Site Specifications:	
Project Name	CONewark
ZIP Code	94560
City	Newark
Utility	PG&E
Customer Type	Government/Non-Profit
Incentive Type	PBI
PV System Specifications:	
PV Module	Sharp:ND-U230C1 230.0W STC, 198.0W PTC
Number of Modules	868
Mounting Method	>1" to 3" average standoff
DC Rating (kW STC)	199.6400
DC Rating (kW PTC)	171.8640
Inverter	SatCon Technology:PVS-100 (480 V)
Number of Inverters	2
Inverter Efficiency (%)	96.00 %
Shading	Minimal Shading
Array Tilt (degrees)	10
Array Azimuth (degrees)	200 True North 0°
Results	
Annual kWh	274,634
Summer Months	May-October
Summer kWh	172,734
CEC-AC Rating	**164.989 kW**
Capacity Factor[1]	19.002%
Prevailing Capacity Factor[2]	20.000%
Design Factor[3]	**95.010%**
Eligible Annual kWh[4]	**274,634**
Incentive Rate	**$0.26/kWh**
Incentive[5]	**$357,024**
Report Generated on	10/12/2009 4:15:31 PM

The CSI-EPBB calculator is a tool available to the public and participants of the CSI program, whose sole purpose is to determine the EPBB Design Factor and calculate an appropriate incentive level based on a reasonable expectation of performance for an individual system. The results of the calculator should not be interpreted as a guarantee of system performance. Actual performance of an installed PV system is based on numerous factors, and may differ with the results summarized in the CSI-EPBB calculator. For this reason, contractors, participating customers, and other interested parties should only utilize the calculator to determine an appropriate incentive when applying to the CSI incentive program. Additional uses for the calculator other than its intended purpose as stated above are not endorsed or encouraged.

Notes:

1. **Capacity Factor**: This is the estimated annual output of the proposed system divided by 8760 times the CEC-AC rating.
2. **Prevailing Capacity Factor**: This is 18% during incentive steps 2 and 3 and 20% during incentive steps 4 through 10.
3. **Design Factor**: This is the ratio of the Capacity Factor and the Prevailing Capacity Factor.
4. **Eligible Annual kWh**: For systems greater than 1MW (CEC-AC Rating), this is the prorated estimated annual output of the proposed system.
5. **Incentive**: This is the estimated total incentive for the proposed system, and is calculated as the estimated eligible annual output times the incentive rate times 5 years. The incentive paid will be based on the actual production of the installed system.
   Please be aware that the final CSI incentive rate that is reserved for you will be determined by your CSI Program Administrator at the time your reservation request (RR) application is approved, and may be lower than the current incentive rate shown in the CSI Statewide Trigger Point Tracker. Please note that final incentive amounts are subject to change based upon the configuration of the as-built system. (Per the CSI Handbook, no projects or applications are reserved CSI funding until all required information has been submitted and approved in writing by the Program Administrator.)
6. As of 8/10/07, the CSI-EPBB calculator performs rounding as follows:
   - Estimated kWh production is rounded to the kWh
   - CEC-AC rating is rounded to the watt
   - Capacity factor is rounded to 5 significant digits
   - Design factor is rounded to 5 significant digits

E-mail CSI-EPBB@aesc-inc.com with questions or comments.

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California Solar Initiative

Incentive Calculator - Current Standard PV

Save as a PDF

	Proposed	Reference
Site Specifications:		
Project Name	Silliman Roof Mount PV	
ZIP Code	94560	92867
City	Newark	Orange
Utility	PG&E	
Customer Type	Government/Non-Profit	
Incentive Type	EPBB	
PV System Specifications:		
PV Module	SunPower:PL-SUNP-SPR-310 310.0W STC, 285.3W PTC, 282.9W PTC_{adj} [1]	
Number of Modules	135	
Mounting Method	>1" to 3" average standoff	
DC Rating (kW STC)	41.8500	
DC Rating (kW PTC)	38.5155	
Inverter	Ballard Power Systems:EPC-PV-480-30kW	
Number of Inverters	2	
Inverter Efficiency (%)	93.00 %	
Shading	Minimal Shading	Minimal Shading
Array Tilt (degrees)	5	
Array Azimuth (degrees)	200 True North 0°	
Optimal Tilt (proposed azimuth)	23	
Optimal Tilt (facing South)	21	17
Results		
Annual kWh	55,085 (a)	
at optimal tilt	60,311 (b)	
facing south at optimal tilt	60,093 (c)	61,659 (d)
Summer Months	May-October	May-October
Summer kWh	35,379 (e)	
at optimal tilt	36,743 (f)	
facing south at optimal tilt	36,593 (g)	35,724 (h)
CEC-AC Rating	**35.819 kW**	
Design Correction [2]	96.288%	
Geographic Correction [3]	97.460%	
Installation Correction [4]	99.174%	
Design Factor [5]	**93.067%**	
CSI Rating [6]	**33.336 kW**	
Incentive Rate	**$1.85/Watt**	
Incentive [7]	**$61,672**	
Report Generated on	10/21/2009 11:23:18 AM	

The CSI-EPBB calculator is a tool available to the public and participants of the CSI program, whose sole purpose is to determine the EPBB Design Factor and calculate an appropriate incentive level based on a reasonable expectation of performance for an individual system. The results of the calculator should not be interpreted as a guarantee of system performance. Actual performance of an installed PV system is based on numerous factors, and may differ with the results summarized in the CSI-EPBB calculator. For this reason, contractors, participating customers, and other interested parties should only utilize the calculator to determine an appropriate incentive when applying to the CSI incentive program. Additional uses for the calculator other than its intended purpose as stated above are not endorsed or encouraged.

Notes:

1. **PTC_{adj}**: The adjusted PTC rating is calculated based on the installation method and panel specifications. See the User Guide Appendix A for details on the adjusted PTC calculation.
2. **Design Correction**: This is the ratio of the summer output of the proposed system (e) and the summer output of the summer optimal system at the proposed location (f).
3. **Geographic Correction**: This is the ratio of the annual output of the summer optimal south facing system at the proposed location (c) and the annual output of the summer optimal south facing system at the reference location (d).
4. **Installation Correction**: This is the ratio of the adjusted PTC rating and the unadjusted PTC rating.
5. **Design Factor**: This is the product of the Design Correction, Geographic Correction, and Installation Correction.
6. **CSI Rating**: This is the product of the Design Factor and the CEC-AC Rating.
7. **Incentive**: This is the total incentive for the proposed system. It is the product of the CSI Rating and the Incentive Rate.
   Please be aware that the final CSI incentive rate that is reserved for you will be determined by your CSI Program Administrator at the time your reservation request (RR) application is approved, and may be lower than the current incentive rate shown in the CSI Statewide Trigger Point Tracker. Please note that final incentive amounts are subject to change based upon the configuration of the as-built system. (Per the CSI Handbook, no projects or applications are reserved CSI funding until all required information has been submitted and approved in writing by the Program Administrator.)
8. As of 6/20/08, the CSI-EPBB calculator performs rounding as follows:
   - Estimated kWh production is rounded to the kWh
   - CEC-AC rating is rounded to the watt
   - CSI rating is rounded to the watt
   - Design factor is rounded to 5 significant digits
   - Incentive is rounded to the dollar

ECM #2

Energy Conservation Measure #2 saves energy by installing solar water heating panels above the parking lot. The panes are estimated to produce 45,902 therms of heat energy. This is calculated to offset 54, 645 therms of natural gas consumption each year.

N. Gas Reduction: $Therms\ Saved\ per\ year = \frac{Panel\ therms}{year} \times \frac{1}{0.84}$

Where: *Panel Therms/Year = Panel Heat in Therms per Year*
84% = Estimated boiler efficiency

CO_2 Reduction: $lbs\ CO_2 = Therms\ Saved\ per\ Year \times 11.02$

Where: *11.02 pounds of Scope I (direct) CO_2 emissions are avoided for every Therm of natural gas not used. Source: US Environmental Protection Agency (EPA).*

ECM #3

Energy Conservation Measure #3 saves energy by replacing the Natatorium Rail Lighting with more efficient fixtures. The equations used to calculate these savings are shown below:

kW Savings: $kW\ Reduced = \frac{(Watt_{Pre} \times Qty_{Pre}) - (Watt_{Post} \times Qty_{Post})}{1000}$

Where: *$Watt_{Pre}$ = the watts that each existing fixture consumes*
Qty_{Pre} = the number of existing fixtures currently needed
$Watt_{Post}$ = the watts that each replacement fixture consumes
Qty_{Post} = the number of replacement fixtures that will be needed

kWh Savings: $kWh\ per\ Year = \left(\frac{(Watt_{Pre} \times Qty_{Pre})}{1000} \times 5{,}355\ hrs\right) - \left(\frac{(Watt_{Post} \times Qty_{Post})}{1000} \times 5{,}355\ hrs\right.$

Where: *Natatorium lights are energized for 5,355 hours per year, which is derived from 6:00 AM to 9:00 PM, 357 days per yr.*

CO_2 Reduction: $lbs\ CO_2 = kWh\ per\ Year \times 1.2415$

Where: *1.2415 pounds of Scope II (indirect) CO_2 emissions are avoided for every kWh saved. Source: California Center for Sustainable Energy (CCSE)*

ECM #4

Energy Conservation Measure #4 saves energy by replacing the Parking Lot Lighting with more efficient fixtures. The equations used to calculate these savings are shown below:

kW Savings: $kW\ Reduced = \frac{(Watt_{Pre} \times Qty_{Pre}) - (Watt_{Post} \times Qty_{Post})}{1000}$

Where: *$Watt_{Pre}$ = the watts that each existing fixture consumes*
Qty_{Pre} = the number of existing fixtures currently needed
$Watt_{Post}$ = the watts that each replacement fixture consumes
Qty_{Post} = the number of replacement fixtures that will be needed

kWh Savings: $kWh\ per\ Year = \left(\frac{(Watt_{Pre} \times Qty_{Pre})}{1000} \times 4{,}015\ hrs\right) - \left(\frac{(Watt_{Post} \times Qty_{Post})}{1000} \times 4{,}015\ hrs\right.$

Where: *Parking lot lights are conservatively estimated to be energized for 4,015 hours per year, which is 11 hours per day, 365 days per yr.*

CO_2 Reduction: $lbs\ CO_2 = kWh\ per\ Year \times 1.2415$

Where: *1.2415 pounds of Scope II (indirect) CO_2 emissions are avoided for every kWh saved. Source: California Center for Sustainable Energy (CCSE)*

ECM #5

Energy Conservation Measure #5 saves energy by replacing the Natatorium Wall-Mounted HID Lighting with more efficient fixtures. The equations used to calculate these savings are shown below:

kW Savings: $kW\ Reduced = \frac{(Watt_{Pre} \times Qty_{Pre}) - (Watt_{Post} \times Qty_{Post})}{1000}$

Where: *$Watt_{Pre}$ = the watts that each existing fixture consumes*
Qty_{Pre} = the number of existing fixtures currently needed
$Watt_{Post}$ = the watts that each replacement fixture consumes
Qty_{Post} = the number of replacement fixtures that will be needed

kWh Savings: $kWh\ per\ Year = \left(\frac{(Watt_{Pre} \times Qty_{Pre})}{1000} \times 3{,}213\ hrs\right) - \left(\frac{(Watt_{Post} \times Qty_{Post})}{1000} \times 3{,}213\ hrs\right.$

Where: *Natatorium lights are energized for 3,213 hours per year, which is 9 hours per day, 357 days per yr.*

CO_2 Reduction: $lbs\ CO_2 = kWh\ per\ Year \times 1.2415$

Where: *1.2415 pounds of Scope II (indirect) CO_2 emissions are avoided for every kWh saved. Source: California Center for Sustainable Energy (CCSE)*

ECM #6

Energy Conservation Measure #6 saves energy by installing ambient lighting sensors on selected fixtures. Ambient lighting sensors save energy by reducing the number of hours that the lighting system is energized. The equations used to calculate these savings are shown below:

kWh Savings: $kWh\ per\ Year = \frac{Watt \times Qty}{1000} \times (Hours_{Pre} - Hours_{Post})$

Where: *Watt = the watts that each existing fixture consumes*
Qty = the number of existing fixtures currently used
$Hours_{Pre}$ = The hours in one year that the fixtures are currently used, for the locker room wall wash fixtures this is 5,355 hours per year, which is derived from 6:00 AM to 9:00 PM, 357 days per yr. For the Gymnasium this is 4,284 hours per year, which is derived from 12 hours per day, 357 days per yr.
$Hours_{Post}$ = The hours in one year that the fixtures are estimated to be used when ambient lighting sensors are installed. An estimated average of 8 hours per day will be dropped off runtime. More in summer, less in winter

CO_2 Reduction: $lbs\ CO_2 = kWh\ per\ Year \times 1.2415$

Where: *1.2415 pounds of Scope II (indirect) CO_2 emissions are avoided for every kWh saved. Source: California Center for Sustainable Energy (CCSE)*

ECM #7

Energy Conservation Measure #7 saves energy by installing ambient lighting sensors on selected Natatorium Rail and Catwalk Fixtures. Ambient lighting sensors save energy by reducing the number of hours that the lighting system is energized. The equations used to calculate these savings are shown below:

kWh Savings: $kWh\ per\ Year = \frac{Watt \times Qty}{1000} \times (Hours_{Pre} - Hours_{Post})$

Where: *Watt = the watts that each existing fixture consumes*
Qty = the number of existing fixtures currently used
$Hours_{Pre}$ = The hours in one year that the fixtures are currently used, this is 5,355 hours per year, which is derived from 6:00 AM to 9:00 PM, 357 days per yr.

$Hours_{Post}$ = The hours in one year that the fixtures are estimated to be used when ambient lighting sensors are installed. An estimated average of 8 hours per day will be dropped off runtime. More in summer, less in winter

CO_2 Reduction: $$lbs\ CO_2 = kWh\ per\ Year \times 1.2415$$

Where: *1.2415 pounds of Scope II (indirect) CO_2 emissions are avoided for every kWh saved. Source: California Center for Sustainable Energy (CCSE)*

ECM #8

Energy Conservation Measure #8 saves energy by controlling the afterhours runtime of the lighting systems using the existing Energy Management System (EMS). An estimated 30 kW can be saved for 3 hours per day, 5 days per week. The equations used to calculate these savings are shown below:

kWh Savings: $$kWh\ per\ Year = 30\ kW\ Saved \times 3\ \frac{Hours}{Day} \times 5\frac{Days}{Week} \times 52\frac{Weeks}{Year}$$

CO_2 Reduction: $$lbs\ CO_2 = kWh\ per\ Year \times 1.2415$$

Where: *1.2415 pounds of Scope II (indirect) CO_2 emissions are avoided for every kWh saved. Source: California Center for Sustainable Energy (CCSE)*

ECM #9A

Energy Conservation Measure #9A saves energy by using the existing EMS to reduce the HVAC load in the Gymnasium. Adjusting the HVAC space temperature set point reduces the load on the mechanical equipment by 2.5% per degree. Measure 7A assumes that the replacement of the two (2) Carrier units has already taken place. This measure refers to the gymnasium HVAC units, two (2) AAON model number RM-013 package units with 13 tons of cooling capacity each. The equations used to calculate these savings are shown below:

kW Savings: $$kW\ Reduced = 2\ units \times 13\ tons \times 25\% \times \Delta T \times \frac{2.5\%}{°F} \times \frac{12}{SEER}$$

Where: *25% = Estimated Load Factor / Duty Cycle*
ΔT = the temperature adjustment in °F
SEER = Seasonal Energy Efficiency Ratio. Manufacturer's ARI rating used.

kWh Savings: $$kWh\ per\ Year = kW\ Reduced \times 4{,}368\ hrs$$

Where: *Units are estimated to be enabled 4,368 hours per year, which is 12 hrs per day, 7 days per week, and 52 weeks per yr.*

CO_2 Reduction: $$lbs\ CO_2 = kWh\ per\ Year \times 1.2415$$

Where: *1.2415 pounds of Scope II (indirect) CO_2 emissions are avoided for every kWh saved. Source: California Center for Sustainable Energy (CCSE)*

ECM #9B

Energy Conservation Measure #9B saves energy by using the existing EMS to reduce the HVAC load in the Gymnasium. Adjusting the HVAC space temperature set point reduces the load on the mechanical equipment by 2.5% per degree. Measure 7B assumes that the replacement of the two (2) Carrier units has NOT taken place. This measure refers to the gymnasium HVAC units, two (2) Carrier model number 48HJF-014 package units with 12.5 tons of cooling capacity each. The equations used to calculate these savings are shown below:

kW Savings: $$kW\ Reduced = 2\ units \times 12.5\ tons \times 25\% \times \Delta T \times \frac{2.5\%}{°F} \times \frac{12}{SEER}$$

Where: *25% = Estimated Load Factor / Duty Cycle*
ΔT = the temperature adjustment in °F
SEER = Seasonal Energy Efficiency Ratio. IES estimated the SEER based on manufacturer's ARI rating and the condition of the units.

kWh Savings: $kWh\ per\ Year = kW\ Reduced \times 4{,}368\ hrs$

Where: *Units are estimated to be enabled 4,368 hours per year, which is 12 hrs per day, 7 days per week, and 52 weeks per yr.*

CO_2 Reduction: $lbs\ CO_2 = kWh\ per\ Year \times 1.2415$

Where: *1.2415 pounds of Scope II (indirect) CO_2 emissions are avoided for every kWh saved. Source: California Center for Sustainable Energy (CCSE)*

ECM #10

Energy Conservation Measure #10 saves energy by using the existing EMS to reduce the HVAC peak load in the summer. Adjusting the HVAC space temperature set point reduces the load on the mechanical equipment by 2.5% per degree. Measure 8 will only taken place 6 hours a day, on weekdays for 26 week each summer and will reduce peak electric demand. This measure refers to 11 package units with a combined 66 tons of cooling capacity. The equations used to calculate these savings are shown below:

kW Savings/unit: $kW\ Reduced\ per\ unit = tons \times 35\% \times \Delta T \times \frac{2.5\%}{°\mathrm{F}} \times \frac{12}{EER}$

Where: *35% = Estimated Load Factor / Duty Cycle*
ΔT = the temperature adjustment in °F
EER = Energy Efficiency Ratio. Manufacturer's ARI rating used.

kW Savings: $Total\ kW\ Reduced = kW\ Reduced\ Unit\ 1 + Unit\ 2 + \cdots + Unit\ 11$

kWh Savings: $kWh\ per\ Year = Tot.kW\ Reduced \times 780\ hrs$

Where: *Measure to be in effect 780 hours per year, which is 6 hrs per day, 5 days per week, and 26 weeks per y (Summer).*

CO_2 Reduction: $lbs\ CO_2 = kWh\ per\ Year \times 1.2415$

Where: *1.2415 pounds of Scope II (indirect) CO_2 emissions are avoided for every kWh saved. Source: California Center for Sustainable Energy (CCSE)*

ECM #11

Energy Conservation Measure #11 saves energy by using occupancy sensors to reduce the HVAC load in the Meeting Room and Dance Studio. When the room is in an un-occupied state the space temperature set point will be adjusted. Adjusting the HVAC space temperature set point reduces the load on the mechanical equipment by 2.5% per degree. Measure 9 is estimated to occur for a total of 5 hours a day in the Meeting Room, and 3.5 hours a day in the dance studio, both rooms 7 days a week for 52 week each year. This measure refers to two (2) package units with a combined 12.5 tons of cooling capacity. The equations used to calculate these savings are shown below:

kW Savings/unit: $kW\ Reduced\ per\ unit = tons \times 25\% \times \Delta T \times \frac{2.5\%}{°\mathrm{F}} \times \frac{12}{SEER}$

Where: *25% = Estimated Load Factor / Duty Cycle*
ΔT = the temperature adjustment in °F
. SEER =Seasonal Energy Efficiency Ratio. Manufacturer's ARI rating used.

kW Savings: $Total\ kW\ Reduced = kW\ Reduced\ Unit\ 1 + kW\ Reduced\ Unit\ 2$

kWh Savings: $kWh\ per\ Year = Tot.kW\ Reduced \times Unoccupied\ Hours$

CO_2 Reduction: $lbs\ CO_2 = kWh\ per\ Year \times 1.2415$

Where: *1.2415 pounds of Scope II (indirect) CO_2 emissions are avoided for every kWh saved. Source: California Center for Sustainable Energy (CCSE)*

ECM #12

Energy Conservation Measure #12 saves energy by installing controls on pool boiler plant. The boiler plant will be shut down for 7.5 hours each night; this is estimated to produce a 5% savings.

N. Gas Reduction/unit: $$Therms\ Saved\ per\ unit = Heat_{IN} \times \frac{LF}{DC}\% \times 82\% \times 5\% \times Hours_{Pre}$$

Where: *$Heat_{IN}$ = Heating Capacity in Therms*
LF/DF% = Estimated Load Factor / Duty Cycle
82% = Estimated boiler efficiency
$Hours_{Pre}$ = The hours in one year that the boilers are currently used, this is 8,760 hours per year, the maximum which is 24 hours a day, 365 days per yr.

N. Gas Reduction: $$Total\ Therms\ Saved = Therms\ Saved\ Unit\ 1 + Unit\ 2 + \cdots + Unit\ 11$$

CO_2 Reduction: $$lbs\ CO_2 = Therms\ Saved\ per\ Year \times 11.02$$

Where: *11.02 pounds of Scope I (direct) CO_2 emissions are avoided for every Therm of natural gas not used. Source: US Environmental Protection Agency (EPA).*

ECM #13

Energy Conservation Measure #13 saves energy by installing variable frequency drives on four (4) pool filtration pumps. Energy would be saved by running the pumps at a reduced speed during off hours. The recommended reduced speed set point for each pump is the minimum speed required to keep the required turnover rate for each pool. The equations used to calculate these savings are shown below:

kWh Savings/unit: $$kWh\ Reduced\ per\ unit = \left(hp \times 0.746 \times \frac{1}{0.885} \times Hours_{Pre}\right) - \left(\left(hp \times 0.746 \times \frac{1}{0.885} \times (Hours_{Pre} - Hours_{Low})\right) + \left(hp \times 0.746 \times \frac{1}{0.885} \times Speed_{Low}{}^{2.5} \times HoursLow\right.\right.$$

Where: *hp = The horsepower of the pump motor*
88.5% = Efficiency of pump motors are estimated to be no better than 88.5%
2.5 = Affinity Law pump constant
$Hours_{Pre}$ = The hours in one year that the pumps are currently used, this is 8,760 hours per year, the maximum which is 24 hours a day, 365 days per yr.
$Hours_{Low}$ = The hours in one year that the measure will be enacted.
$Speed_{Low}$ = The minimum recommended speed, as % of full speed.

kWh Savings: $$kWh\ Reduced = kWh\ Reduced\ Unit\ 1 + Unit\ 2 + Unit\ 3 + Unit\ 4$$

CO_2 Reduction: $$lbs\ CO_2 = kWh\ per\ Year \times 1.2415$$

Where: *1.2415 pounds of Scope II (indirect) CO_2 emissions are avoided for every kWh saved. Source: California Center for Sustainable Energy (CCSE)*

ECM #14

Energy Conservation Measure #14 saves energy by replacing the two (2) Carrier 48HJF-014 rooftop package units with two (2) AAON RM-013 rooftop package units with variable capacity scroll compressors. The new HVAC units will be more efficient, especially as partial load conditions. The cooling capacity will be increased from 25 tons to 26 tons and less energy will be consumed. The equations used to calculate these savings are shown below:

N. Gas Reduction: $$Therms\ Saved = 2\ units \times \frac{Hours}{1\ Year} \times 10\% \times ((Heat_{Pre} \times AFUE_{Pre}) - (Heat_{Post} \times AFUE_{Post}))$$

Where: *$Heat_{Pre}$ = Existing Heating Capacity in Therms*
$Heat_{Post}$ = Replacement Heating Capacity in Therms
10% = Estimated Heating Mode Load Factor / Duty Cycle
$AFUE_{Pre}$ = Existing Annual Fuel Use Efficiency, in %
$AFUE_{Post}$ = Replacement Annual Fuel Use Efficiency, in %
Hours = The hours in one year that the units are currently enabled, this is 4,368 hours per year, which is 12 hours a day, 7 days per week, and 52 weeks per year.

kWh Savings: $$kWh\ Reuction = 2\ \times \frac{Hours}{1\ Year} \times 25\% \times \left[\left(Tons_{Pre} \times \frac{12}{SEER_{Pre}}\right) - TonsPost \times 12SEERPost\right.$$

Where: *$Tons_{Pre}$ = Existing Cooling Capacity in Tons*
$Tons_{Post}$ = Replacement Cooling Capacity in Tons
25% = Estimated Cooling Mode Load Factor / Duty Cycle %
$SEER_{Pre}$ = Existing unit Seasonal Energy Efficiency Ratio. IES estimated the SEER based on manufacturer's ARI rating and the condition of the units.
$SEER_{Post}$ = Replacement unit Seasonal Energy Efficiency Ratio. Manufacturer's ARI rating used.
Hours = The hours in one year that the units are currently enabled, this is 4,368 hours per year, which is 12 hours a day, 7 days per week, and 52 weeks per year.

CO_2 Reduction: $$lbs\ CO_2 = (Therms\ Saved\ \times 11.02) + (kWh\ Saved \times 1.2415)$$

Where: *11.02 pounds of Scope I (direct) CO_2 emissions are avoided for every Therm of natural gas not used. Source: US Environmental Protection Agency (EPA).*
1.2415 pounds of Scope II (indirect) CO_2 emissions are avoided for every kWh saved. Source: California Center for Sustainable Energy (CCSE)

ECM # NOT CONSIDERED

This Energy Conservation Measure saves energy by installing controls on the domestic hot water system. The system will be shut down each night when the facility is closed; this is estimated to produce a 2% natural gas savings from the two natural gas boilers as well as an electrical savings from the ½ horsepower circulation pump.

N. Gas Reduction: $$Therms\ Saved = 2\ units \times Heat_{IN} \times 30\% \times 82\% \times 2\% \times Hours_{Pre}$$

Where: *$Heat_{IN}$ = Heating Capacity in Therms*
30% = Estimated Load Factor / Duty Cycle
82% = Estimated boiler efficiency
$Hours_{Pre}$ = The hours in one year that the boilers are currently used, this is 8,760 hours per year, the maximum which is 24 hours a day, 365 days per yr.

kWh Savings: $$kWh\ per\ Year = (hp \times 80\% \times \left(\frac{1}{0.885}\right) \times 0.746 \times (Hours_{Pre} - HoursPost$$

Where: *hp = The horsepower of the pump motor*
80% = Estimated Load Factor / Duty Cycle
88.5% = Efficiency of circulation pump motor estimated to be no better than 88.5%
$Hours_{Pre}$ = The hours in one year that the boilers are currently used, this is 8,760 hours per year, the maximum which is 24 hours a day, 365 days per yr.
.
$Hours_{Post}$ = The hours in one year that the pump will be enabled after controls have been installed.

CO_2 Reduction: $$lbs\ CO_2 = (Therms\ Saved\ \times 11.02) + (kWh\ Saved \times 1.2415)$$

Where: *11.02 pounds of Scope I (direct) CO_2 emissions are avoided for every Therm of natural gas not used. Source: US Environmental Protection Agency (EPA).*
1.2415 pounds of Scope II (indirect) CO_2 emissions are avoided for every kWh saved. Source: California Center for Sustainable Energy (CCSE)

7.1.4 Budgeting & Incentives

Pricing budgets are valid for 60 days.

Incentives are provided by the Utility and can be increased, decreased or eliminated until reserved.

7.1.5 Financing Vehicles

Power Purchase Agreement Explained (for Solar Electric Installations)

Before Power Purchase Agreements (PPA) existed for solar power generation, cities looking to install solar or wind generation either had to put large sums of money up front to buy and install the equipment or go out and find alternate funding, often times in the form of municipal leases. When one considers the cost of a small scale 150 kW solar array is around one (1) million dollars the amount a city would have to finance for a medium to large system would be several million dollars. In addition, all of the maintenance for the generation equipment would have to be paid for by the city over the life of the generation asset. Considering all of this, few cities installed larger solar generation systems over the last decade.

A PPA differs from leases and direct purchases in that the city does not have to purchase the systems, but rather buys the power generated by the system. In a PPA, a PPA provider contracts with a developer to install the generation asset on city property. All rebates are assigned to the PPA provider by the city and the PPA provider is eligible for federal tax credits. The PPA provider and the city agree upon a cost per kWh for all electricity produced from the solar array for a fixed term (typically 20 to 25 years). This cost is typically at or below the cost of electricity from the utility based on historical pricing and escalation and the price escalates at a predetermined rate for the term of the contract. During the term of the contract, the PPA provider would maintain the system, and be responsible for any equipment replacement at no additional cost to the city. At the end of the term, the city can typically choose one of the following options:

1. Purchase the generation asset at fair market value from the PPA provider
2. Extend the contract with developer for a period of 1 to 5 or more years
3. Have the generation asset removed at the PPA provider's expense

If the city chooses to purchase the generation asset, the fair market value is typically a fraction of the original installation cost and may be a sound investment. This is because solar arrays typically have a 25 year warranty and have an estimated lifespan of 40+ years. The primary benefit of the PPA is that it allows the city to purchase a small to medium size portion of its power at a predetermined cost for a period of time, avoiding electric market fluctuations.

There are some drawbacks to this model, most notably the unknown final cost of the generation asset at the end of the term. Following are the pros and cons of the PPA system vs. direct buy:

Pros:

- The City gets renewable generation without upfront cost and does not impact its borrowing ability.
- The City is able to purchase power at a predetermined rate for the term of the contract
- The City is able to take indirect advantage of federal and state tax credits through the private PPA provider
- The City has no maintenance cost for the generation asset for the term of the contract
- The City can purchase a larger system than they would through traditional methods

Cons:

- The City does not know the purchase option price at the end of the term as it is based on fair market value
- If utility escalation rates fall short of projections, the City may spend more for renewable generation than they would have buying electricity from the utility
- Smaller projects <200,000 kWh are not attractive to PPA providers and would be cost prohibitive.

Municipal Lease Explained (For Solar and other energy conservation measures)

The primary means of financing energy efficiency projects in the public sector is through a municipal lease purchase agreement executed in tandem with an energy savings performance contract (ESPC).

An ESPC enables a public entity to pay for energy efficiency upgrades and renewable energy installation by setting aside dollars in its utility budget to allow for program costs. When properly structured, this financing mechanism draws on the dollars to be saved for future utility bills to pay for new, energy efficient equipment today, and annual savings are typically guaranteed by the service provider.

Annual payments are structured to match the energy savings cash flow of the energy project in order to maintain a “budget neutral” program for the public entity. Interest rates are lower than those on a taxable commercial lease purchase agreement because the

interest paid is exempt from federal income. In addition, a tax-exempt lease/purchase agreement does not constitute a long-term debt obligation because of the non-appropriation language included in the agreement.

Key Elements

- Security is in the installed equipment, not a building or other real property
- Payments are subject to annual appropriation by the public agency
- Interest income is exempt from federal income tax (state tax varies by state)
- Is not tied to tax revenue and does not require voter approval
- Requires an escrow account be funded to enable service provider to draw payments during installation

Rates and Terms

Rates are priced off of 10 year Treasury Notes and currently range between 4.25% and 7% based on term, credit and other considerations and rates are higher than a GO Bond and Revenue Bond. Terms range from 7-20 years and most terms are 10-12 years and are limited by either state or federal laws (e.g., HUD financing can extend to 20 years, DOD and DOE can extend to 25 years, state of Massachusetts is up to 10 years if efficiency only, 25 years if cogeneration is included.)

Project Size and Scope

Projects will range from $1 million to $25 million with an average project size of approximately $2.5 million. Project scope of work includes controls, lighting, heating, ventilating and air-conditioning (HVAC) and in some cases, photovoltaic system installation.

California Energy Commission Low interest rate loans Explained (For Solar and other energy conservation measures- 11 year simple payback limitation)

Eligible Projects

You can purchase and install any commercially-available energy efficiency equipment with proven energy and/or capacity savings. Examples of qualified projects:

- Lighting
- Motors and pumps
- Heating and air conditioning systems
- Automated energy management systems and controls
- Cogeneration equipment
- Light emitting diode traffic signal modules

- Renewable energy systems
- Thermal energy storage systems

Projects already funded with an existing loan or already installed are ineligible.

Loans for energy audits and feasibility studies may be considered. Call for information regarding eligibility.

Your application must be on file before you can start your project, and **only project-related costs that are invoiced and paid for after Energy Commission approval may be included in the loan request**. Applicants assume all financial risk should the Commission disapprove the application or if all loan documents are not executed. If the loan is disapproved for any reason, the Energy Commission is not responsible for reimbursement of any costs.

Existing buildings or other energy using facilities are eligible. Some new buildings and facilities may also be eligible.

Loans can finance up to 100 percent of the project costs.

This solicitation is open continuously with no published final filing date. Applications for funding will be accepted on a first come, first served basis, reviewed by a technical committee, and awarded based on project merit. The Energy Commission reserves the right to close the solicitation period at any time.

Energy efficiency projects must be technically and economically feasible. Loans must be repaid from savings within 15 years, including principal and interest. This results in an approximate 11 year simple payback.

$$\text{Simple Payback (yrs)} = \frac{\text{Amount of Loan (\$)}}{\text{Anticipated Annual Energy Cost Savings (\$/yr)}}$$

The interest rate is a fixed 3 percent for the term of the loan.

Loan Security Requirements are simple. A promissory note, a loan agreement between you and the Energy Commission, and a Tax Certificate are all that is required to secure the loan.

Funds are available on a reimbursement basis. For each reimbursement request, receipts and invoices for incurred expenses must be submitted along with payment verification by your organization.

The final 10 percent of the funds will be retained until the project is completed. Interest is charged on the unpaid principal computed from the date of each disbursement to the borrower.

The repayment schedule is based on the estimated annual projected energy cost savings from the aggregated project(s), using energy costs and operating schedules at the time of loan approval. In some cases, the loan repayment schedule can be extended up to 15 years.

Applicants will be billed twice a year after the projects are completed.

Clean Renewable Energy Bonds (CREBs) (For Solar Electric Installations)

Clean renewable energy bonds (CREBs) may be used by certain entities -- primarily in the public sector -- to finance renewable energy projects. The list of qualifying technologies is generally the same as that used for the federal renewable energy production tax credit (PTC). CREBs may be issued by electric cooperatives, government entities (states, cities, counties, territories, Indian tribal governments or any political subdivision thereof), and by certain lenders. CREBs are issued -- theoretically -- with a 0%-3% interest rate. The borrower pays back only the principal of the bond, and the bondholder receives federal tax credits in lieu of the traditional bond interest.

The Energy Improvement and Extension Act of 2008 (Div. A, Sec. 107) allocated $800 million for new Clean Renewable Energy Bonds (CREBs). In February 2009, the American Recovery and Reinvestment Act of 2009 (Div. B, Sec. 1111) allocated an additional $1.6 billion for new CREBs, for a total new CREB allocation of $2.4 billion. The Energy Improvement and Extension Act of 2008 also extended the deadline for previously reserved allocations ("old CREBs") until December 31, 2009, and addressed several provisions in the existing law that previously limited the usefulness of the program for some projects.

In April 2009 the IRS issued Notice 2009-33 soliciting applications for the new CREB allocation and providing interim guidance on certain program rules and changes from prior CREB allocations. The expiration date for new CREB applications under this solicitation is August 4, 2009. Further guidance on CREBs is available in IRS Notices 2006-7 and 2007-26 to the extent that the program rules were not modified by 2008 and 2009 legislation.

Participation in the program is limited by the volume of bonds allocated by Congress for the program. Participants must first apply to the Internal Revenue Service (IRS) for a CREBs allocation, and then issue the bonds within a specified time period. The new CREBs allocation totaling $2.4 billion does not have a defined expiration date under the law; however, the recent IRS solicitation for new applications requires the bonds to be issued within 3 years after the applicant receives notification of an approved allocation.

7.1.6 Project Implementation Plan

Project Implementation Plan

Silliman Activity and Family Aquatic Center

Newark, Ca.

June, 2009
Revision: 02

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7. **Quality Plan**
   7.1. General
   7.2. System Design and Software Development
8. **Project Revisions**

1. Approval Sheet

This sheet is provided for information only. The Approval by Customer Representative is optional unless specifically required by project requirements:

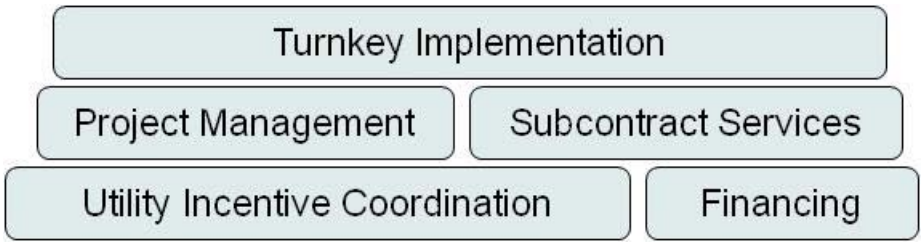
Name & Function	Approval Status	Signature	Date
Syserco's Project Manager: Mike Hill	☐ Submit for Approval	----------	
Customer's Representative: Lenka Diaz	☐ Approved as Submitted ☐ Approved as Noted ☐ Revise & Re-submit	----------	

2. Document Purpose

The purpose of this document is to provide the City of Newark, Silliman Activity and Family Aquatic Center project team a comprehensive description of Syserco's standard execution plan. This plan contains an overview of the system and its architecture, a concise description the project team and its roles and responsibilities and a detailed narrative of Syserco's execution plan of the engineering, installation and start-up and commissioning phases.

Syserco's project manager, Mike Hill has ultimate responsibility for ensuring that the project execution plan is developed and maintained. Other team members such as Syserco's engineering manager and lead technician may have assigned responsibilities relative to, or for portions of this plan. Maintaining this plan will be done as necessary or as mandated by project documents.

Once the project is fully engineered, identified and agreed to by the customer, Syserco will design, install, provide project management, subcontract, coordinate incentives, financing and ensure the energy projects are completed on time and on budget. Syserco utilizes Project Implementation plans that are co-authored with the input of the customer so that disruptions to occupied building operations are minimized.



Statement of Work

The project execution plan provides guidance to the implementation of the SAFAC project.

3.1 Description of Work

Provide turnkey implementation of Energy Conservation Measures selected by the City of Newark for the Silliman Activity and Family Aquatic Center on time and on budget. Measures may include lighting retrofit and integration, control measures, mechanical upgrades, renewable energy and other miscellaneous measures. Coordination work with local utilities to ensure incentives are captured with the projects.

3.2 Project Specifics

- ✓ Provide a design/build energy management system that achieves the functionality specified in the Comprehensive Energy Report and agreed to by the City of Newark
- ✓ Provide turnkey implementation of energy conservation measures accepted and agreed to by the City of Newark
- ✓ Provide subcontractor management
- ✓ Organize and execute project Commissioning
- ✓ Conduct Customer training
- ✓ Coordinate incentive utilities
- ✓ Coordinate with financing, if applicable
- ✓ Coordinate with power purchase agreement partners, if applicable

3.3 Project Documents

The following project documents were the source of the above scope of work:

- ✓ Comprehensive Energy Analysis Report by Syserco and IES, Inc.
- ✓ Drawings supplied by the City of Newark
- ✓ Rate and use information provided by Utility and the City of Newark

4. System Overview

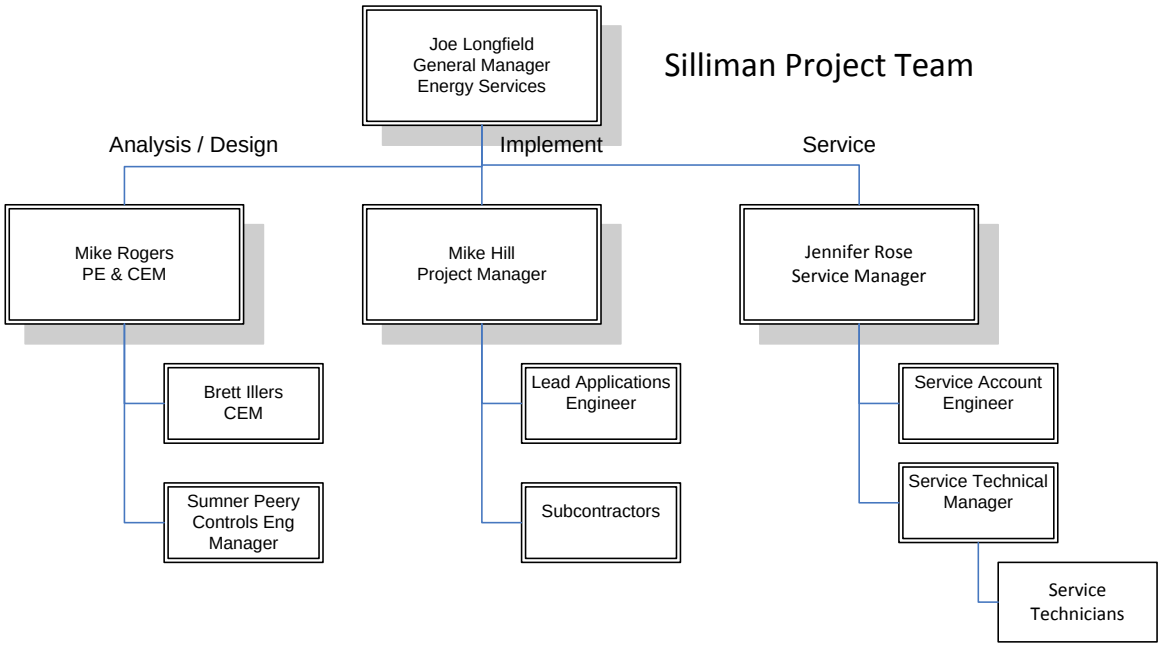
The system will be developed from the following Energy Conservation Measures as selected and agreed upon by the City of Newark for the SAFAC:

SYSERCO - George M. Silliman Activity Center: Savings Analysis							
ECM #	Demand Response Measures	kWh Reduction	Therms Reduction	CO2 Reduction	kWh $	Therm $	Total $
1	Replace Natatorium Rail Lighting	54,750	-	67,972	$ 7,508	$ -	$ 7,508
2	Retrofit HID Parking Lot Lighting	50,135	-	62,243	$ 4,168	$ -	$ 4,168
3	Replace and Retrofit Wall Mounted HID Fixtures	9,353	-	11,612	$ 1,377	$ -	$ 1,377
4	Install Ambient Lighting Sensors on Selected Fixtures	41,635	-	51,690	$ 5,502	$ -	$ 5,502
5	Install Ambient Light Controller on the Natatorium Rail and Catwalk Fixtures	40,715	-	50,548	$ 4,967	$ -	$ 4,967
6	Control After Hours Lighting Through Current EMS	31	-	39	$ 4	$ -	$ 4
7	Use Existing EMS to Reduce HVAC Load in the Gymnasium	2,040	-	2,533	$ 249	$ -	$ 249
8	Use Existing EMS to Reduce Peak HVAC Load During Summer Months	1,529	-	1,898	$ 396	$ -	$ 396
9	Install Occupancy Controllers for HVAC in Specified Areas	5,088	-	6,316	$ 621	$ -	$ 621
10	Install Controls on Pool Boiler Plant	[illegible]	2,791	30,753	$ -	$ 3,237	$ 3,237
11	Install Controls on Domestic Hot Water System	[illegible]	210	2,496	$ 144	$ 244	$ 388
12	Add VFDs to Pool Filtration Pumps	[illegible]	[illegible]	[illegible]	4,803	$ -	$ 4,803
13	Replace Gymnasium Units with AAON Units Containing Digital Scroll Compressors	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	2,373
14	Install Solar Photo Voltaic Panel for Renewable Generation	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
15	Add Thermal Solar Collectors to Preheat Pool Hot Water	-	54,645	[illegible]	-	[illegible]	[illegible]
16	Add Thermal Solar Collectors to Preheat Domestic Hot Water	-	0	0	$ -	[illegible]	[illegible]
Total		280,789	58,007	985,864	$ 31,694	$ 58,545	$ [illegible]

Sample Only

5. Project Organization

5.1 Organizational Chart



5.2 Project Team

Mike Hill [Project Manager]: 10 years of industry experience managing large complex projects including Pharmaceutical and Biotech manufacturing facilities.

Brett Illers [Certified Energy Manager]: 10+ years of industry experience in energy conservation measure identification, analysis and design.

Sumner Peery [engineering Manager]: 17 years of industry experience engineering controls systems and managing design teams.

Brad Leonard [Lead Programmer]: 17 years of industry experience programming and commissioning controls systems including large and complex facilities.

5.3 Roles and Responsibilities

The project will be executed from Syserco's Fremont office. The project team introduced in the previous section of this document will represent the core team executing this project. The roles and responsibilities of the core team include the following:

Project Manager: The Project Manager is responsible for the overall execution of the scope of work and is Syserco's point of contact with the SAFAC project team. Additional responsibilities include:

- ✓ Responsible for overall customer satisfaction
- ✓ Responsible for delivering the project on time and budget
- ✓ Manages the contract and work scope
- ✓ Manages the Energy Management System EMS Construction Schedule to ensure deadlines are met and reports any deviations to the SAFAC project team
- ✓ Responsible for work quality and workmanship
- ✓ Acts as the primary interface between SAFAC project team and Syserco's
- ✓ Coordinates and manages Syserco's field work and labor
- ✓ Attends jobsite meetings
- ✓ Acts as the safety officer on site
- ✓ Coordinates and schedules customer training
- ✓ Ensures the PEP is read and understood by Syserco's project team

Engineering Manager: The Engineering Manager is responsible for the overall engineering design of the project and in delivering a system in accordance with the scope of work. Additional responsibilities include:

- ✓ Manages the engineering design process including submittals
- ✓ Conducts peer reviews on engineering submittals including point to point drawings, PID Diagrams, Sequence of Operations and other engineering deliverables
- ✓ Conducts peer reviews on applications programs and graphic screens
- ✓ Acts as the technical expert in the field of controls and electro-mechanical systems
- ✓ Acts as the technical consultant to the project team and helps resolve field technical challenges
- ✓ Reports to the project manager

Lead Programmer: The Lead Programmer is responsible for software development of all application specific software. Additional responsibilities include:

- ✓ Develops application programming for all systems in scope
- ✓ Develops graphic screens

- ✓ Coordinate with the engineering team and reviews engineering submittals for accuracy
- ✓ Oversees the start-up and commissioning of the controls system
- ✓ Works with the engineering manager in developing start-up and commissioning sheets specific to the system

5.4 Staffing and Resources

All of the proposed individuals on this project have gone through the Alerton training courses relative to product, engineering and programming as well as other industry related trainings depending on their role and function. Some of these classes include:

- ✓ Visio Programming
- ✓ Alerton Training
- ✓ Project Management
- ✓ Quality Management System
- ✓ Good Engineering and Documentation Practices

6. Project Execution

Project Management

This section describes the Project Management Methodology and Controls to be used by Syserco on the City of Newark Project:

6.1 Project Planning and Scheduling

6.1.1 Kickoff Meeting

A Kickoff Meeting will be held after award of contract. The purpose of the meeting is to introduce the Syserco Project team to the City of Newark and to define certain roles and responsibilities between Syserco and the City. In addition, and due to the retrofit nature of the project, Syserco realizes the importance of coordinating work in occupied spaces as well as shutdown of equipments and therefore, will use this meeting to go over the proposed construction schedule for this project.

6.1.2 Schedule

Syserco will prepare a detailed project schedule, plan and schedule all trades, manage subcontracts, identify all major tasks based on milestones needed for the successful execution of this project. Syserco's schedule will include all related tasks required for the timely completion of this Project. All project related activities have been divided into small phases which are as follows:

- Engineering Design
- Programming development
- Graphics development
- Financing alignment
- Installation
- Subcontract management
- Procurement of materials
- Start-up and Commissioning
- Final Punch list / Project closeout
- Customer Training

6.1.3 Revisions to Schedule

If necessary, Syserco's Project Manager will inform the City of Newark of any schedule changes in order to ensure that coordination is done properly with minimum interruptions. All or any changes to the schedule will be reviewed proactively with the City prior to making the change.

6.1.4 Progress Measurement and Tracking

Syserco will coordinate the execution of the project through scheduled meetings between Syserco's Project Manager and the City of Newark Project team. Such meetings would review project progress and address any issues such as pending RFIs, anticipated schedule changes, schedule coordination, etc. Meeting notes will be maintained to document action items and follow-ups by Syserco.

6.2 Disaster Recovery

Syserco's Project personnel will perform daily backups of project design data, application software and other computer-generated programs. This will be done to ensure that loss of data will be fully recoverable.

6.3 Technical Execution

This section is intended to describe the execution of the technical scope of the work of this project. It outlines the planned engineering flow along with all phases and the deliverables at the end of each phase. The technical execution consists of the following four phases:

- Engineering Design
- Application Software Design
- Construction / Installation
- Start-up and Commissioning

The Systems will be designed and developed as outlined in the project specifics (Section 3.2). The experienced project team will provide leadership for the engineering design and development effort and will meet on regular basis to review design-related issues and set strategies and milestones for the phase being executed.

In order to ensure quality throughout the technical execution of the project, the project team will be utilizing Syserco's existing and proven practices to support the execution of the project.

6.4 Engineering Design Phase

The Engineering Design Phase includes all design activities directed towards:

- Selecting and specifying hardware
- Developing field wiring and panel layouts
- Assigning required I/O and developing I/O Controllers
- Controlling change and source document tracking of all documentation.

During the Engineering Phase, the Syserco Engineering team, along with the Project Manager, will meet on an as needed basis to discuss Engineering progress, RFI disposition and status, including engineering design and other related issues.

6.5 Engineering Design Phase Deliverables

Syserco will provide the following engineering design documents as deliverables at the end of this phase:

- Hardware Equipment List
- Points List
- EMS Architecture Block Diagram
- I/O Controllers Detail Drawings
- Field Interface Panel Details
- Sequences of Operations
- Syserco's Standard Commissioning Procedures
- Product submittals from any applicable subcontractors

6.6 Application Software Design Phase

The documents generated during the Engineering Design Phase form the source documents for this phase.

6.6.1 General Approach

Syserco's Project Manager will oversee the work performed by the project team. This will ensure that documentation, development, and testing activities adhere to the guidelines of Syserco's Standard SOPs as well as standards and procedures that may be specifically developed by Syserco and approved by the City of Newark.

6.6.2 Control Code Development

All application specific programs associated with this project shall be developed as outlined in Syserco's standards. In addition to the above referenced standards, the project team will utilize Syserco SOPs and any other necessary documents from this project.

The software development will consist of the following activity sequence:

1) The Project Manager assigns the software development work to the Lead Construction Programmer. (LCP)
2) The LCP select the programming modules from Syserco's Software library and links them together.
3) The LCP tests and debugs the program until it satisfies the sequence of operations being programmed.
4) The LCP submits code to the Engineering Supervisor who does a Peer Review.
5) If all tests and reviews pass, the code is then submitted for archival into the project software library.
6) If a test fails, the LCP review the cause of the failure and corrective action will be taken to address any failed items.
7) Re-testing will be performed as determined by the LCP.

In addition to the above Peer Review, Syserco will review each project deliverable before submitting for approval. Reviews consist of checking submittal documents against Project Documents (in this case, as-builts) and against Syserco's Approved Engineering Submittals. Reviews will be performed by Syserco personnel other than the person who completed the deliverable document.

6.6.3 Test Procedures Development

Syserco will be utilizing its standard testing procedures for the complete point to point start-up. Test procedures developed will be for functional and structural testing of the sequences of Operations as detailed in Start-up and Commissioning Phase section of this document. A hard copy of the appropriate test procedure will be issued to the Lead Technician who will use this copy to record the test results and submit the completed copy to the Project Manager.

This Library will be maintained by the Lead Construction Programmer, Lead Design Engineer and the Project Manager.

6.6.4 Application Software Design Phase Deliverables

Syserco will provide the following Application Software documents as deliverables at the end of this phase:

- Copies of all programs
- Names of all new Graphics Screens

6.7 Construction / Installation Phase

During this phase, Syserco's electricians and subcontractors will engage in the field installation of instruments, motors, mechanical equipment, renewable, panels and controllers. Daily activities will be coordinated by the General Foreman and the Project Manager.

6.8 Start-up and Commissioning Phase

After the installation of each of the four areas is complete and point to point checkout testing of the field instruments and I/O has commenced, Syserco Technician and Electrician will perform the final quality check by reviewing connections and terminations to field devices. The results will be noted on the drawings.

In addition, activities in this phase will be directed towards ensuring that Syserco' installed EMS functions as outlined in the sequence of operations. Also, during this phase, all field checkouts are executed per Syserco's standard commissioning procedures.

6.8.1 Start-up and Commissioning

The standard procedures will be provided to the City of Newark for their records.

6.8.2 Start-up and Commissioning Phase Deliverables

Syserco will provide the following commissioning documents as deliverables at the end of this phase:

- Test Forms/Reports
- Graphics Screens

6.9 City of Newark Personnel Training

Upon completion of the commissioning phase, Syserco will coordinate City personnel with training as outlined in proposal. The training will be specific to the installed energy conservation measures at the City of Newark SAFAC Retrofit Project.

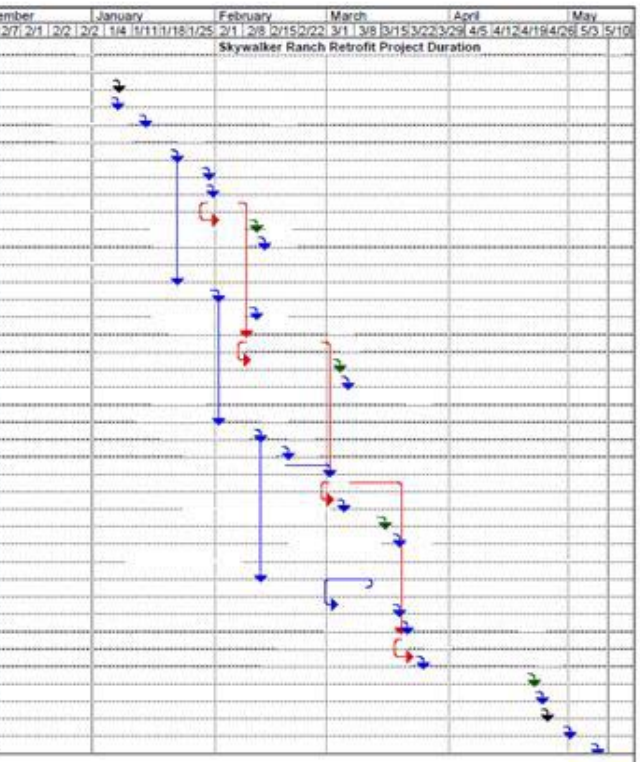
6.10 Turnover Documentation

In addition to the deliverables from the Engineering Design Phase, Application Software Design Phase and Start-up and Commissioning Phase, Syserco' Turnover Package will include hard as well as soft copies (as applicable) for the following:

- Panel Location As-Builts
- I/O Controllers As Builts
- As-Builts Sequences of Operations
- Copies of Program Code
- Operations and Maintenance Manuals

A sample project implementation plan is shown below. Syserco aligns project milestones and resources to ensure the project implementation is done without disruption to the customers business.

ID	Task Name	Duration	Start
1	**Skywalker Ranch Retrofit Project Duration**	**88 days**	**Mon 1/5/09**
2	Contract Award	0 days	Mon 1/5/09
3	Kickoff Meeting	1 day	Mon 1/5/09
4	Detailed Site Survey	5 days	Tue 1/6/09
5	**Farm Group**	**22 days**	**Tue 1/13/09**
6	Engineering	6 days	Tue 1/13/09
7	Programming	6 days	Wed 1/21/09
8	Load Graphics	1 day	Thu 1/29/09
9	Installation	6 days	Fri 1/30/09
10	Startup/Commissioning	6 days	Mon 2/2/09
11	Final Punchlist	2 days	Tue 2/10/09
12	Area Complete	0 days	Wed 2/11/09
13	**Main Group**	**31 days**	**Wed 1/21/09**
14	Engineering	8 days	Wed 1/21/09
15	Programming	6 days	Mon 2/2/09
16	Load Graphics	1 day	Tue 2/10/09
17	Installation	15 days	Mon 2/9/09
18	Startup/Commissioning	15 days	Tue 2/10/09
19	Final Punchlist	2 days	Tue 3/3/09
20	Area Complete	0 days	Wed 3/4/09
21	**Archives**	**32 days**	**Mon 2/2/09**
22	Engineering	7 days	Mon 2/2/09
23	Programming	5 days	Wed 2/11/09
24	Load Graphics	1 day	Wed 2/18/09
25	Installation	5 days	Mon 3/2/09
26	Liebert Integration	1 day	Tue 3/3/09
27	Startup/Commissioning	8 days	Wed 3/4/09
28	Final Punchlist	2 days	Mon 3/16/09
29	Area Complete	0 days	Tue 3/17/09
30	**Technical Building**	**51 days**	**Wed 2/11/09**
31	Engineering	20 days	Wed 2/11/09
32	Programming	10 days	Wed 3/4/09
33	Load Graphics	2 days	Wed 3/18/09
34	Installation	20 days	Fri 3/20/09
35	ABB VFD Integration	1 day	Mon 3/23/09
36	Startup/Commissioning	20 days	Tue 3/24/09
37	Final Punchlist	2 days	Tue 4/21/09
38	Area Complete	0 days	Wed 4/22/09
39	Final Punchlist	5 days	Thu 4/23/09
40	As-Builts & TOP	5 days	Thu 4/30/09
41	Project Complete	0 days	Wed 5/6/09



Project: Schedule
Date: Mon 5/11/09

Task | Split | Progress | Milestone | Summary | Project Summary | External Tasks | External MileTask | Split

Page 1

7. Quality Plan

7.1 General

To ensure final quality product, Syserco follows Good Engineering Practices and ensures that its Engineers and Technicians are trained and up to date with technology. The team members will attend a project orientation during which the project standards will be shared and discussed. Similar meetings during the project life cycle will be held regularly to ensure that all team members are aware of and adhere to these standards during project execution. While the Project Manager has the direct responsibility for Quality Assurance, the core project team members shall comprise the Quality Assurance team. The QA team shall ensure suitable quality standards are maintained and that appropriate documentation is prepared to map the completed ECM's to the City of Newark Sequences of Operations.

7.2 System Design and Software Development

Every software developer shall undergo a project orientation during which the Lead Construction Programmer will review project standards which includes the programming methodologies including naming conventions, test methodology etc. adopted for the project.

The Project Manager will assign appropriate peer reviewers to provide technical review and debugging of written and/or configured deliverables. The peer review activities will include the following:

- Verifying the technical approach.
- Document that proper and appropriate procedures are followed.
- Provide a technical evaluation that the work product achieves the desired intent.
- Verify that the work product is complete and that all documentation (printouts, hard copies of code, etc.) is attached.

The person performing the peer review tasks will have the required experience to perform peer reviews as the project team member who performed the work being reviewed. The Project Manager will sign completion records. Software will be submitted for testing only after the Project Manager for the project signs it as complete. Application software, which has undergone successful testing, shall be archived and access to it will be controlled by the Lead. All software in this category includes application specific programs, graphic screens, etc.

8. Revision History

This document has been revised as follows:

Revision #	Date	Sections Revised	Reasons for Changes
0	06/30/09	Submitted with Energy Analysis	Not Applicable

END OF PROJECT IMPLEMENTATION PLAN

[i] Environmental Protection Agency. http://www/epa.gov/RDEE/energy-resources/refs.html Retrieved 7-17-2009
[ii] 2006 IPCC Guidelines for National Greenhouse Gas Inventories. Intergovernmental Panel on Climate Change, Geneva, Switzerland.
[iii] Inventory of U.S. Greenhouse Gas Emissions and Sinks: Fast Facts 1990-2005. Conversion Factors to Energy Units (Heat Equivalents) Heat Contents and Carbon Content Coefficients of Various Fuel Types. U.S. Environmental Protection Agency, Washington, D.C.. USEPA #430-R-07-002 (PDF).
[iv] Ibid.
[v] California Center for Sustainable Energy. http://energycenter.org/ Retrieved 7-17-2009

City of Newark

Greenhouse Gas Emissions Analysis

2005 Community Emissions Inventory
&
2005 Municipal Operations Emissions Inventory

August 2008

Credits and Acknowledgements

This Greenhouse Gas Emissions Inventory was completed through the generous support of many individuals and organizations. The staff at the City of Newark has been most helpful in gathering core data and doing subsequent analysis. Particular thanks go to Susie Woodstock, Maintenance Superintendent at the City of Newark.

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ICLEI – Local Governments for Sustainability
Gary Cook, California Director
Alden Feldon, California Manager
Brooke Lee, Program Officer
Jonathan Strunin, Program Officer
Wesley Look, Program Associate
Jonathan Knauer, Program Associate
Ayrin Zahner, Former Program Associate
Jennifer Holzer, Former Program Associate
Palak Joshi, Former Program Associate

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ICLEI Local Governments for Sustainability

With generous support from Stopwaste.org

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4.5. Appendix E: Detailed CACP Report: Community Greenhouse Gas Emissions in 2005 ..... *(attached)*

1. Introduction

1.1. Introduction and History

In 2007, Newark Mayor David W. Smith signed the U.S. Mayors Climate Protection Agreement, thereby committing the City to taking action for climate protection. The City has also joined all of the other local governments in Alameda County in committing to becoming a member of ICLEI and participating in the Alameda County Climate Protection Project. The project was launched by ICLEI in partnership with StopWaste.Org and the Alameda County Conference of Mayors.

Through these actions, the City of Newark recognized that "climate disruption is a reality and that human activities are largely responsible for increasing concentrations of global warming pollution." Through energy efficiency in its facilities and vehicle fleet, clean alternative energy sources, waste reduction efforts, land use and transportation planning, and other activities, the City of Newark can achieve multiple benefits, including lower energy bills, improved air quality, economic development, expanded transit options, waste reduction and a better quality of life throughout the community.

This greenhouse gas emissions inventory represents completion of the first step in Newark's climate protection process. As advised by ICLEI, it is essential to first quantify recent-year emissions to establish: 1) a baseline, against which to measure future progress, and 2) an understanding of where the highest percentages of emissions are coming from, and, therefore, where the greatest opportunities for emissions reductions are. Presented here are estimates of greenhouse gas emissions in 2005 resulting from the community as a whole, and from City government operations.

1.2. Climate Change Background

A balance of naturally occurring gases dispersed in the atmosphere determines the Earth's climate by trapping solar radiation. This phenomenon is known as the greenhouse effect. Modern human activity, most notably the burning of fossil fuels for transportation and electricity generation, introduces large amounts of carbon dioxide and other heat-trapping gases into the atmosphere. Collectively, these gases intensify the natural greenhouse effect, causing global average surface temperature to rise, which is in turn expected to affect global climate patterns.

Overwhelming evidence suggests that human activities are increasing the concentration of greenhouse gases in the atmosphere, causing a rise in global average surface temperature and consequent climate change. In response to the threat of climate change, communities worldwide are voluntarily reducing greenhouse gas emissions. The Kyoto Protocol, an international effort to coordinate mandated reductions, went into effect in February 2005 with 161 countries participating. The United States is one of three industrialized countries that chose not to sign the Protocol.

In the face of federal inaction, many communities in the United States are taking responsibility for addressing climate change at the local level. The community of Newark might very well be impacted by resultant changes in the height, salinity and behavior of the San Francisco Bay, or by any of the other predicted results of changing temperatures such as: an increase in wild fires, the development of drought as a result of reduced snow pack in the Sierras, the spread of vector-borne diseases, and a general disruption of ecosystems, habitats and agricultural activities.

Although one jurisdiction alone cannot independently resolve the issue of climate change, local governments together can make a powerful cumulative impact. This is the impetus of the Alameda County Climate Protection Project.

1.3. ICLEI Membership and the Five Milestones

By adopting a resolution committing the City to climate protection, Newark has joined an international movement of local governments. More than 800 local governments, including over 450 in the United States, are members of ICLEI. Currently, 120 of ICLEI USA members are located in the State of California – approximately 80 of which are located in the San Francisco Bay Area. In addition to Newark, all 14 Alameda municipalities and the County are ICLEI members, and are working to advance through ICLEI's Five Milestone Process.

The Five Milestone Process provides a framework for local communities to identify and reduce greenhouse gas emissions. The Milestones are as follows:

(1) Conduct an **inventory** of local greenhouse gas emissions;

(2) Establish a greenhouse gas emissions **reduction target**;

(3) Develop a **climate action plan** for achieving the emissions reduction target;

(4) **Implement** the climate action plan; and,

(5) **Re-inventory** emissions to monitor and report on progress.

This report represents the completion of the first CCP milestone, and provides a foundation for future work to reduce greenhouse gas emissions in Newark.

1.4. Sustainability and Climate Change Mitigation Activities in Newark

<Instruction to jurisdiction: Enter climate protection activities here. Table of contents update may be necessary. >

2. City of Newark 2005 Greenhouse Gas Emissions Inventory

2.1. Methods

ICLEI assists local governments in systematically tracking energy and waste related activities within their jurisdiction, and in calculating the relative quantities of greenhouse gases produced by each activity and sector. The greenhouse gas inventory protocol involves performing two assessments: 1) a community-wide assessment, and 2) a separate inventory of municipal facilities and activities. The municipal inventory is a subset of the community inventory.

Once completed, these inventories provide the basis for policy development, progress measurement, emissions forecasting, and the establishment of an informed emissions reduction target.

2.1.1. CACP Software

To facilitate community efforts to reduce greenhouse gas emissions, ICLEI developed the Clean Air and Climate Protection (CACP) software in partnership with the State and Territorial Air Pollution Program Administrators (STAPPA), the Association of Local Air Pollution Control Officials (ALAPCO)[1], and Torrie Smith Associates. This software calculates emissions resulting from energy consumption and waste generation. The CACP software determines emissions using specific factors (or coefficients) according to the type of fuel used. CACP aggregates and reports the three main greenhouse gas emissions (CO_2, CH_4, and N_2O) in terms of equivalent carbon dioxide units, or CO_2e. Converting all emissions to equivalent carbon dioxide units allows for the consideration of different greenhouse gases in comparable terms. For example, methane (CH_4) is twenty-one times more powerful than carbon dioxide on a per weight basis in its capacity to trap heat in the atmosphere. The CACP software converts one metric ton of methane emissions to 21 metric tons of carbon dioxide equivalents.[2] The CACP software is also capable of reporting input and output data in several formats, including detailed, aggregate, source-based and time-series reports.

The emissions coefficients and quantification methods employed by the CACP software are consistent with national and international inventory standards established by the Intergovernmental Panel on Climate Change (1996 Revised IPCC Guidelines for the Preparation of National Inventories) and the U.S. Voluntary Greenhouse Gas Reporting Guidelines (EIA form1605).

The CACP software has been and continues to be used by over 400 U.S. cities, towns and counties to quantify their greenhouse gas emissions. However, it is worth noting that, although the software provides Newark with a sophisticated and useful tool, calculating emissions from energy use with precision is difficult. The model depends upon numerous assumptions, and it is limited by the quantity and quality of available data. With this in mind, it is useful to think of any specific number generated by the model as an approximation of reality, rather than an exact value. It should also be understood by policy makers, staff, and the public that the final total may change as new data, emissions coefficient sets, and better estimation methods become available.

2.1.2. Creating the Inventory

The greenhouse gas emissions inventory consists of two distinct components: one for the Newark community as a whole defined by its geographic borders, and the second for emissions resulting from the City of Newark's municipal operations. The municipal inventory is effectively a subset of the community-scale inventory (the two are not mutually exclusive). This allows the municipal government, which has formally committed to reducing emissions, to track its individual facilities and vehicles and to

[1] Now the National Association of Clean Air Agencies (NACAA).
[2] The potency of a given gas in heating the atmosphere is defined as its Global Warming Potential, or GWP. For more information on GWP see: IPCC Fourth Assessment Report, Working Group I, Chapter 2, Section 2.10.

evaluate the effectiveness of its emissions reduction efforts at a more detailed level. At the same time, the community-scale analysis provides a performance baseline against which the Newark community can build policies and demonstrate progress.

Creating this emissions inventory required the collection of information from a variety of sources, including the Pacific Gas and Electric Company (PG&E), Stopwaste.org, the Bay Area Air Quality Management District (BAAQMD), the Metropolitan Transportation Commission (MTC), CalTrans, the California Integrated Waste Management Board (CIWMB), the California Energy Commission (CEC), and the Association of Bay Area Governments (ABAG).

2.2. Inventory Results

2.2.1. Community Emissions Inventory

There are numerous items that can be included in a community scale emissions inventory. This inventory includes emissions sources from the following sectors:

- Residential
- Commercial / Industrial
- Transportation
- Waste

Emissions by Sector

The community of Newark emitted approximately *433,857 metric tons of CO_2e in the year 2005*. As visible in Figure 1 and Table 1 below, the transportation sector (44.4%) and the commercial / industrial sector (40.4%) were the largest emitters of greenhouse gases in 2005. Emissions from the residential sector produced 10.9% of total emissions, and the remaining 4.3% was the result of emissions from waste sent to landfill.

Figure 1 – *Community Greenhouse Gas (GHG) Emissions by Sector*

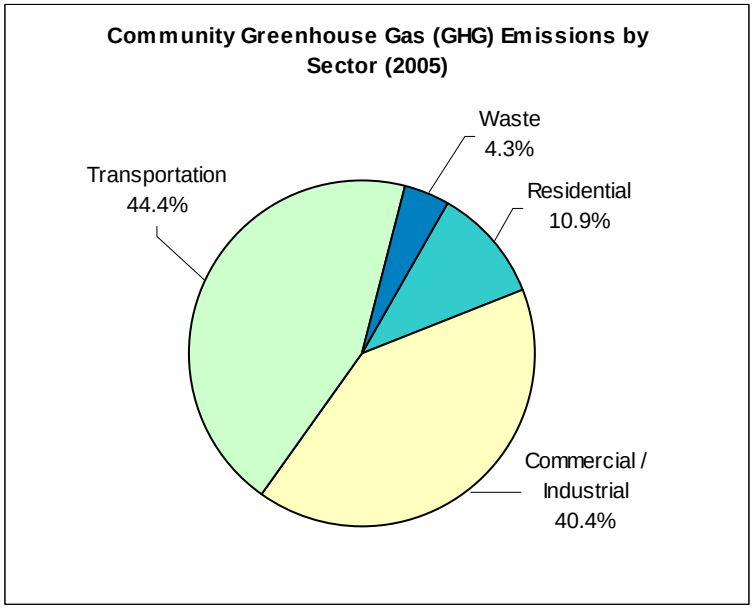


Table 1 – *Community GHG Emissions by Sector (metric tons CO_2e)*

Community Emissions by Sector	Residential	Commercial / Industrial	Transportation	Waste	TOTAL
CO_2e (metric tons)	47,313	175,096	192,841	18,607	433,857
Percentage of Total CO2e	10.9%	40.4%	44.4%	4.3%	100%
MMBtu	821,208	3,037,836	2,602,723	0	6,461,767

Transportation

As with other San Francisco Bay area cities, travel by motorized vehicle constitutes the greatest percentage of greenhouse gas emissions in Newark. As Table 1 and Figure 1 show, nearly 45 percent of community emissions (192,841 metric tons) came from the transportation sector in 2005. These emissions are the result of travel on local city roads and state highways – this analysis does not include emissions from passenger or freight rail operating within the jurisdictional boundaries of Newark.

Figure 2 – *Community GHG Emissions by Road Type*

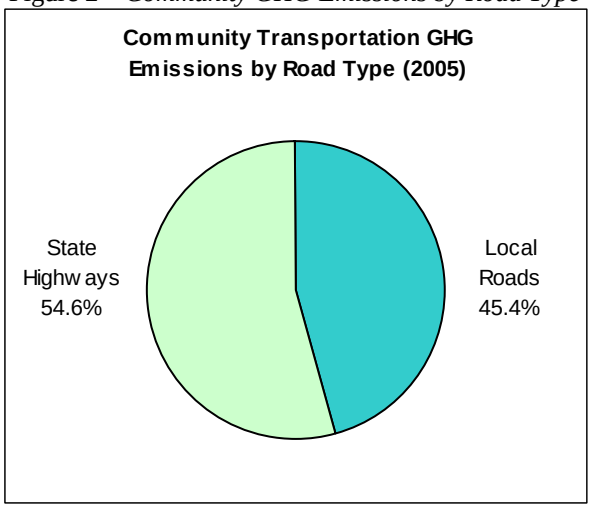


Table 2 and Figure 2 divide emissions from the transportation sector into two primary sources: local roads and state highways. In 2005, MTC estimated that 158.17 million vehicle miles traveled (VMT) occurred on local Newark roads, emitting approximately 87,601 metric tons of CO_2e, or 45.4% transportation sector emissions. The 190.01 million vehicle miles traveled along state highways in the city accounted for 105,240 metric tons of CO_2e, or 54.6% of total emissions from the transportation sector.

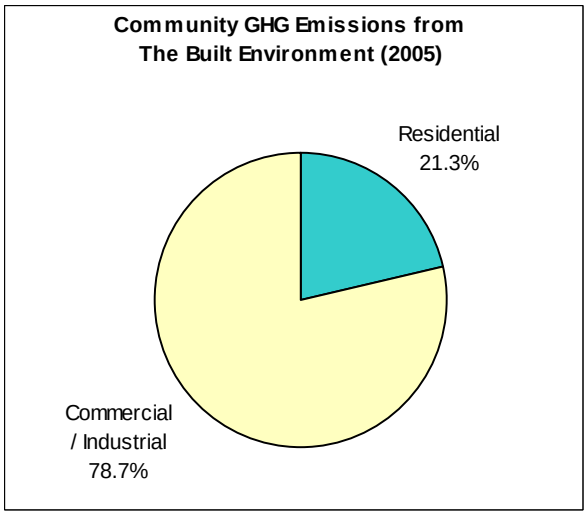
Please see the appendices for more detail on methods and emissions factors used in calculating emissions from the transportation sector.

Table 2 – *Transportation GHG Emissions by Road Type*

Transportation Road Type Emissions Sources	Local Roads	State Highways	TOTAL
CO_2e (metric tons)	87,601	105,240	192,841
Percentage of Total CO_2e	45.4%	54.6%	100%
Total Vehicle Miles Traveled	158,165,450	190,013,890	348,179,340

The Built Environment (Residential, Commercial, Industrial)

Figure 3 – *Built Environment Emissions*



In 2005, 51.3 % of total community wide emissions came from the built environment, which is comprised of the residential, commercial and industrial sectors. These sectors consumed about 390.3 million kWh of electricity and 25.3 million therms of natural gas. Within this report the commercial and industrial sectors have been combined due to a mandatory aggregating of commercial and industrial data by PG&E.[3]

The Newark community receives the majority of its electricity from Pacific Gas & Electric Company (PG&E). [4] The 2005 emission coefficients for electricity provided by PG&E are included in the notes in Appendix B. The types of power sources

[3] CPUC 15/15 Rule.

[4] There is potential that large electricity buyers in Newark hold Direct Access accounts with other electricity providers, however these data were not obtained for this report, due to state privacy rules and other constraints.

that make up a utility's electricity generation mix have a significant impact on a city's greenhouse gas emissions. A coal fired power plant, for example, releases 1.3 metric tons of CO_2e per megawatt-hour of electricity generated versus 0.7 metric tons for gas turbines and 0 metric tons for renewable sources such as solar, wind, or hydroelectric power.

Nearly 80 percent of Newark's emissions from the built environment in 2005 came from the commercial/industrial sector (see Figure 3). All of the emissions that are being calculated from the built environment are the result of local natural gas consumption and local consumption of electricity that is being generated outside of Newark.

Residential

In 2005, Newark's 44,400[5] residents consumed approximately 82.7 million kWh of electricity, or 6,174 kWh per household; and approximately 5.4 million therms of natural gas, or 403 therms per household[6]. This consumption resulted in a release of 47,313 metric tons of CO_2e, or approximately 3.5 metric tons CO_2e per household.[7] Major residential energy uses include refrigeration, lighting and water heating.

Commercial/Industrial

In 2005, Newark's commercial/industrial sector (stationary sources only) consumed 307.7 million kWh of electricity and 19.9 million therms of natural gas. This consumption resulted in a release of 175,096 metric tons of CO_2e into the atmosphere.

Waste

In 2005, Newark sent approximately 57,633 short tons of solid waste, and 12,016 short tons of alternative daily cover (ADC)[8] to landfill, resulting in a total of 18,607 metric tons of CO_2e.

Emissions from the waste sector are an estimate of methane (CH_4) generation that will result from the anaerobic decomposition of waste sent to landfill in the base year (2005). It is important to note that only a small percentage of these emissions are generated in the base year. The majority of waste emissions will occur over the 100+ year timeframe in which the waste generated in 2005 will gradually decompose. This "frontloading" of future emissions allows for simplified accounting and accurate comparison of the emissions impacts of waste disposed in each year[9].

ICLEI attained Newark's municipal solid waste (MSW) and alternative daily cover (ADC) tonnage figures from the California Integrated Waste Management Board's (CIWMB) online Disposal Reporting System (DRS)[10]. In order to determine the specific composition of Newark's municipal solid waste stream, ICLEI utilized the 2000 Alameda County Waste Characterization Study. The characterization of ADC tonnage was provided by the CIWMB via the DRS.

---

[5] Populations and household estimates are from ABAG's *Projections 2005.*

[6] Ibid.

[7] This estimate was calculated using 2005 electricity and natural gas consumption data provided by PG&E, and only includes consumption through residential buildings. Data on residential equipment usage, such as lawnmowers or on-site electricity generation, is not included in this inventory. Data on resident travel outside of Newark (such as train or air travel) or upstream emissions associated with goods consumption are also not included. GHG emissions associated with residential transportation and residential waste generation are included separately in the Transportation and Waste Sector emissions totals.

[8] The California Integrated Waste Management Board defines ADC as "Alternative cover material other than earthen material placed on the surface of the active face of a municipal solid waste landfill at the end of each operating day to control vectors, fires, odors, blowing litter, and scavenging."

[9] As the emissions reductions associated with decreasing the amount of waste being landfilled are real and there are usually few external variables that change those emissions levels later, this front-loading is considered to be an accurate practice for counting and reporting emissions that will be generated over time.

[10] http://www.ciwmb.ca.gov/LGCentral/drs/reports/

Another important variable in the waste sector calculation is the methane recovery factor. Following the recommendation of the Alameda County Waste Management Authority, adhering to US EPA standards[11], and keeping with general IPCC guidelines to err towards conservative estimation, ICLEI has adopted 60% as the methane recovery factor used in these calculations.

The CACP model does not capture the emissions reductions in "upstream" energy use from recycling (or any other emissions reduction practice) in the inventory. However, it should be noted that *recycling and composting programs can have significant additional impact on GHG emissions*, as manufacturing products with recycled materials avoids emissions from the energy that would have been used during extraction, transporting and processing of virgin materials.

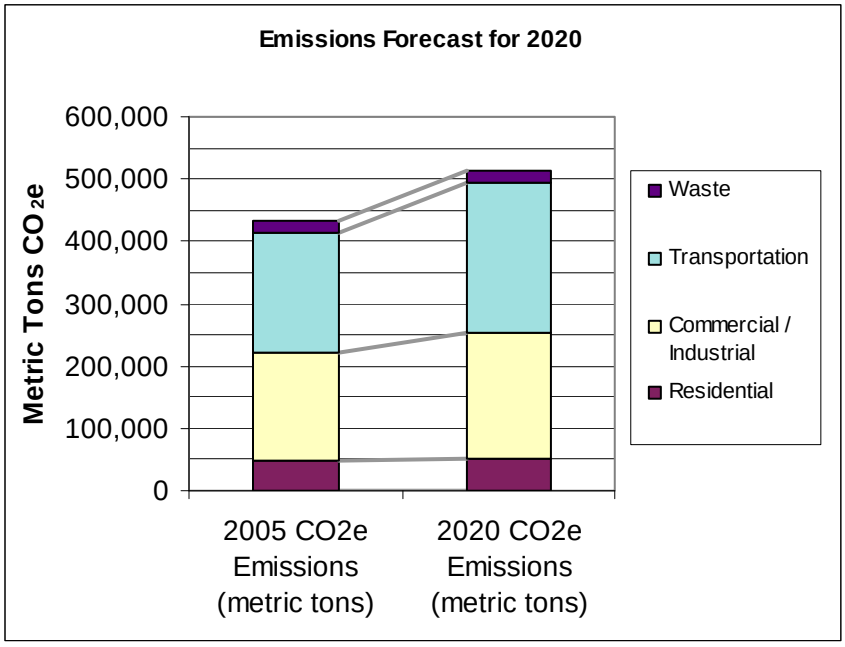
Table 3 – *Community Waste Composition and GHG Emissions by Waste Type*[12]

Waste Type	Paper Products	Food Waste	Plant Debris	Wood/ Textiles	All Other Waste	TOTAL
CO_2e (metric tons)	9,883	2,962	2,497	3,265	0	18,607
Percentage of Total CO_2e	53.1%	15.9%	13.4%	17.5%	0.0%	100%
Percent of Total Tonnage Disposed	22.1%	11.7%	6.9%	25.8%	33.5%	100%

2.2.2. Community Emissions Forecast

Under a business-as-usual scenario, the City of Newark's emissions will grow over the next decade and a half by approximately 18.6%, from 433,857 to 514,459 metric tons CO_2e. To illustrate the potential emissions growth, ICLEI conducted an emissions forecast for the year 2020 based on projected trends in energy use, driving habits, job growth, and population growth. Figure 4 and Table 4 (below) show the results of the forecast. A variety of different reports and projections were used to create the emissions forecast.

Figure 4 – *Community GHG Emissions Forecast*



Residential Forecast Methodology

For the residential sector, ICLEI calculated the compounded annual population growth rate[13] between 2005 and 2020, using population projections from ABAG's *Projections 2005.* This growth rate (0.659%) was used to estimate average annual compound growth in energy demand. ABAG estimates that the Newark population was 44,400 in 2005, and will be 49,000 in 2020.

[11] AP 42, section 2.4 Municipal Solid Waste, 2.4-6, http://www.epa.gov/ttn/chief/ap42/index.html
[12] Waste characterization study conducted by Stopwaste.org for the year 2000.
[13] Compounded annual growth rate= ((2020 population/2005 population)^(1/15))-1

Commercial / Industrial Forecast Methodology

Analysis contained within "California Energy Demand 2008-2018: Staff Revised Forecast[14]," a report by the California Energy Commission (CEC), shows that commercial floor space and the number of jobs have closely tracked the growth in energy use in the commercial sector. Using job growth projections for the City of Newark from ABAG's *Projections 2005*, it was calculated that the compounded annual growth in energy use in the commercial sector between 2005 and 2020 will be 0.901%.[15]

Transportation Forecast Methodology

For the transportation sector, projected growth in energy demand was obtained from the CEC 2008 energy demand forecast referenced above. The recently passed federal Corporate Average Fuel Economy standards and the State of California's pending tailpipe emission standards could significantly reduce the demand for transportation fuel in Newark. An analysis of potential fuel savings from these measures at a scale that would be useful for the purpose of this report has not been conducted, nor would such an analysis produce a true business-as-usual estimation. Regardless of future changes in the composition of vehicles on the road as a result of state or federal rulemaking, emissions from the transportation sector will continue to be largely determined by growth in vehicle-miles-traveled (VMT). In "Transportation Energy Forecasts for the 2007 Integrated Energy Policy Report" [16] the CEC projects that on-road VMT will increase at an annual rate of 1.509% per year through 2020. This is the number that was used to estimate emission growth in the transportation sector for the Newark forecast.

Waste Forecast Methodology

As with the residential sector, the primary determinate for growth in emissions in the waste sector is population. Therefore, the compounded annual population growth rate for 2005 to 2020, which is 0.659%[17] (as calculated from ABAG population projections), was used to estimate future emissions in the waste sector.

Table 4 – *Community Emissions Growth Projections by Sector*

2005 Community Emissions Growth Forecast by Sector	2005 CO_2e Emissions (metric tons)	2020 CO_2e Emissions (metric tons)	Annual Growth Rate	Percent Change from 2005 to 2020
Residential	47,313	52,215	0.659%	10.4%
Commercial / Industrial	175,096	200,310	0.901%	14.4%
Transportation	192,841	241,399	1.509%	25.2%
Waste	18,607	20,535	0.659%	10.4%
TOTAL	**433,857**	**514,459**	**--**	**18.6%**

[14] http://www.energy.ca.gov/2007publications/CEC-200-2007-015/CEC-200-2007-015-SF2.PDF

[15] See Appendix A for more detail on ABAG projections.

[16] Report available at: http://www.energy.ca.gov/2007publications/CEC-600-2007-009/CEC-600-2007-009-SF.PDF. Compounded Annual growth rate for 2005-2020 is calculated from Table 4 on page 12. In light of recent fuel cost increases, the calculation assumes high fuel cost scenario.

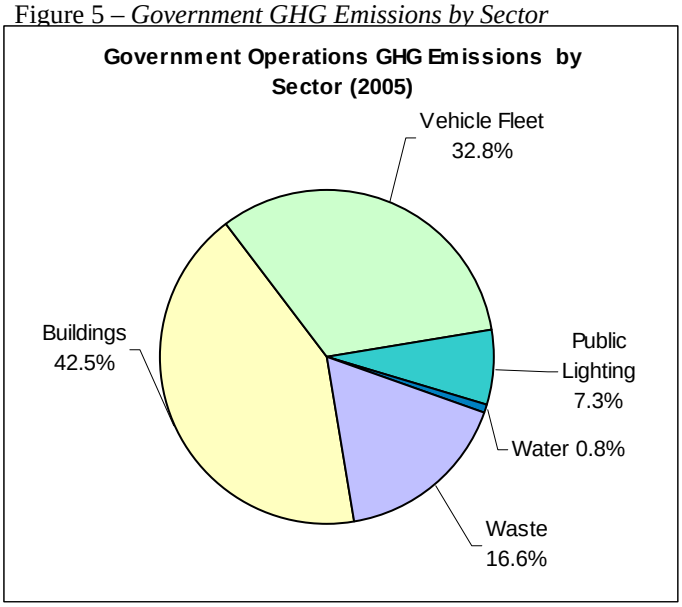
[17] Ibid

2.2.3. Government Operations Emissions Inventory

The sources of emissions that are being counted in the Government Inventory are facilities and equipment owned and operated by the City. The Government Operations Inventory includes sources from the following sectors:

- Buildings
- Vehicle Fleet
- Public Lighting
- Water Pumping and Irrigation
- Solid Waste

Figure 5 – *Government GHG Emissions by Sector*



Emissions by Sector

In 2005, the City of Newark's municipal operations emitted approximately *3,881 metric tons of CO_2e*. As visible in Table 5 and Figure 5, electricity & natural gas consumed by City buildings, and fuel consumed by City fleet and contracted vehicles caused the greatest amount of greenhouse gas emissions in 2005 – together these two sources generated approximately 75 percent of all municipal emissions. The remainder of municipal emissions came from waste generated by City facilities (16.6%), and from electricity consumed by City-owned streetlights (7.3%) and water distribution infrastructure (0.8%).

Energy Related Costs

In addition to generating estimates on emissions per government operation, ICLEI has calculated the approximate cost of energy consumption in the various government operations. Costs associated with the use of transportation fuels in the City fleet are estimates calculated using annual average fuel prices[18][19], and cost records provided by Waste Management (WM) -- the company responsible for hauling waste for the City of Newark. Costs associated with solid waste only include fuel use in WM trucks.

During 2005, Newark spent approximately $715,289 on PG&E electricity and natural gas to power its buildings, public lighting and water management infrastructure. Estimated costs from diesel and gasoline use in the municipal fleet (including WM vehicles) were $202,896 and $121,221 respectively. In total, it is estimated that the City of Newark, including WM fuel consumption, spent just over 1 million dollars on energy in 2005[20]. Beyond curtailing harmful greenhouse gases, any future reductions in municipal energy use will also decrease these costs.

Table 5 – *Government GHG Emissions by Sector*

Government Emissions 2005	Buildings	Vehicle Fleet	Public lighting	Water	Waste	TOTAL
CO_2e (metric tons)	1,650	1,274	283	31	643	3,881
Percentage of Total CO_2e	42.5%	32.8%	7.3%	0.8%	16.6%	100.0%
MMBtu	27,547	16,300	4,313	468	-	48,628
Cost ($)	$545,296	$324,116	$150,835	$19,158	-	$1,055,126

[18] Regional Bay Area 2005 gasoline prices: http://www.mtc.ca.gov/maps_and_data/datamart/stats/gasprice.htm
[19] Statewide 2005 diesel prices: http://energyalmanac.ca.gov/transportation/
[20] This total includes $181,876 of total 2005 fuel costs associated with vehicle operation by Waste Management, the contractor responsible for hauling Newark's solid waste. These costs are included in the fleet cost total, however they are not direct costs seen by the City.

Facilities / Municipal Buildings

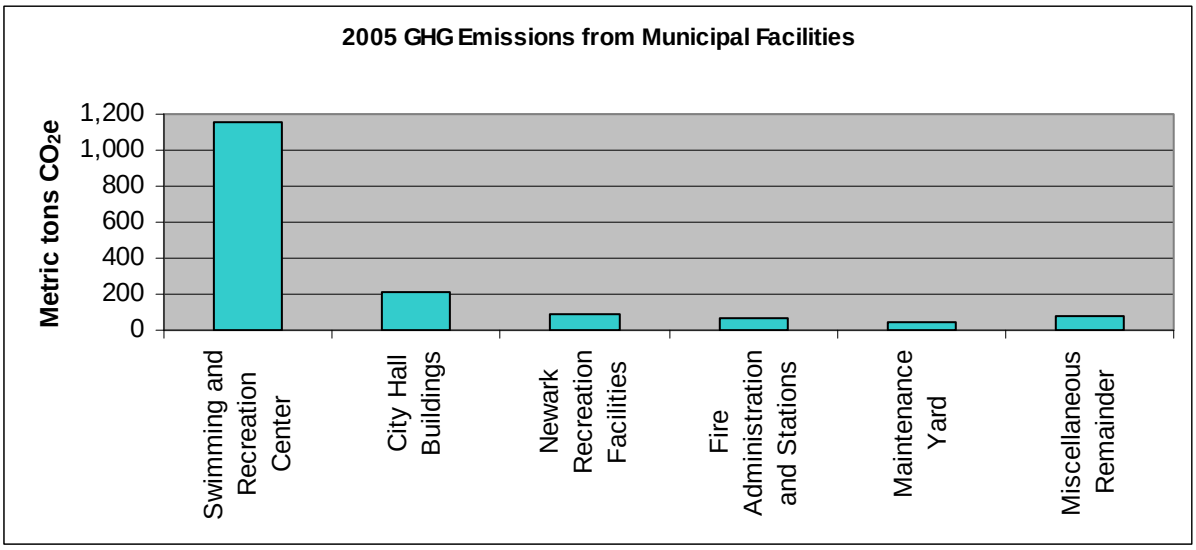
In 2005, Newark's municipal buildings and other facilities consumed approximately 4.3 million kWh of electricity and 128 thousand therms of natural gas, which together resulted in a release of 1,650 metric tons of CO_2e emissions into the atmosphere.

As stated above, and as visible in Figure 5, buildings and facilities generated 42.5 percent of total municipal emissions in 2005. Table 6 and Figure 6 portray emissions by facility. 70.1 percent of 2005 emissions from City buildings came from the Swimming and Recreation Center (a total of 1,157 metric tons of CO_2e). The next highest percentage (12.8%) came from City Hall Buildings. Cumulatively, the City spent approximately $545,296 on electricity and natural gas to power City facilities in 2005.

Table 6– *GHG Emissions from Municipal Facilities*

Facility	CO_2e (metric tons)	Percentage of Total CO_2e	Electricity Consumption (kWh)	Natural Gas Consumption (therms)	Energy Equivalent (MMBtu)	Cost ($)
Swimming and Recreation Center	1,157	70.1%	2,837,120	97,714	19,454	$314,849
City Hall Buildings	212	12.8%	652,400	12,265	3,454	$101,753
Newark Recreation Facilities	87	5.3%	264,451	5,315	1,435	$39,092
Fire Administration and Stations	67	4.1%	150,466	6,227	1,137	$26,450
Maintenance Yard	45	2.7%	123,420	3,237	745	$21,125
Miscellaneous Remainder	82	5.0%	304,431	2,835	1,322	$42,027
TOTAL	**1,650**	**100%**	**4,332,288**	**127,593**	**27,547**	**$545,296**

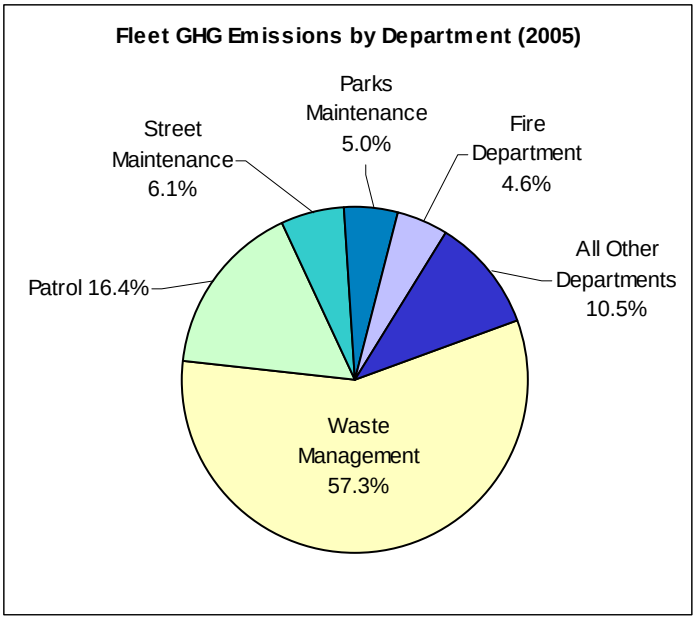
Figure 6 – *GHG Emissions from Municipal Facilities*



City Vehicle Fleet

As visible in Figure 7, the fleet of City-owned and contracted vehicles was the second largest source of municipal emissions in 2005, producing approximately 32.8% of total municipal emissions.

Figure 7 – *GHG Emissions from City Fleet Vehicles*



The City's vehicle fleet and contracted waste hauling vehicles consumed approximately 48,036 gallons of gasoline and 84,149 gallons of diesel in 2005, emitting approximately 1,274 metric tons of CO_2e. It is important to note that the municipal fleet category in this report includes all vehicles owned and operated by the City of Newark, plus vehicles contracted from Waste Management -- the company responsible for hauling solid waste throughout the City of Newark. As portrayed in Figure 7 and Table 7, the greatest percentage of fleet emissions (57.3%) indeed came from gasoline and diesel consumption in vehicles operated by Waste Management. These data were included in this report under the understanding that waste hauling is a core municipal function, and that the City has the power to influence the operations of the companies that it contracts with.

Table 7 – *2005 City Vehicle Fleet Emissions and Fuel Consumption*

Department	CO_2e (metric tons)	Percentage of Total CO_2e	Gasoline Consumption (gal)	Diesel Consumption (gal)	Energy Equivalent (MMBtu)	Cost ($)
Waste Management	730	57.3%	3,035	73,058	9,295	$181,876
Patrol	209	16.4%	21,478	0	2,698	$54,125
Street Maintenance	78	6.1%	2,072	6,075	1,001	$21,016
Parks Maintenance	64	5.0%	5,161	1,452	825	$16,782
Fire Department	59	4.6%	2,544	3,564	755	$15,677
All Other Departments	134	10.5%	13,746	0	1,726	$34,640
TOTAL	**1,274**	**100%**	**48,036**	**84,149**	**16,300**	**$324,116**[21]

Public Lighting

In 2005, municipal streetlights and traffic signals consumed 1.3 million kWh of electricity, which produced 283 metric tons of CO_2e, or 7.3% of total municipal emissions. The City spent an estimated $150,835 on electricity to power its lighting and signal infrastructure in 2005.

[21] Total cost figure includes estimated fuel expenses accrued by Waste Management for hauling Newark solid waste. Excluding these expenses, the City paid approximately $142,240 for fuel consumed by the City fleet in 2005.

Water/Sewage

The City of Newark is responsible for operating and maintaining infrastructure for the processing and distribution of water.[22] In 2005, water distribution consumed 137,340 kWh of electricity, which resulted in a release of 31 metric tons of CO_2e. Table 8 breaks down energy use and emissions from the water sector by type of operation. Water management facilities accounted for approximately 0.8% of total municipal emissions – the smallest contributor to City emissions.

Table 8 – *Water/Sewage GHG Emissions and Energy Use*

Technology Type	CO_2e (metric tons)	Percent CO_2e of Total Fleet Emissions	Electricity Consumption (kWh)	Energy Equivalent (MMBtu)	Cost ($)
Water Pumps	23	74.2%	102,937	351	$12,406.00
Irrigation / Sprinkler Systems	8	25.8%	34,403	117	$6,752.00
TOTAL	**31**	**100%**	**137,340**	**468**	**$19,158**

Solid Waste

Solid waste generated by City-owned facilities and infrastructure produced an estimated 16.6% (Figure 5) of the total emissions from government operations. As in the community analysis (see pp. 8-9), these emissions are an estimate of future methane generation over the full, multi-year decomposition period of the waste generated in the year 2005.

In 2005, City facilities sent approximately 2,042 short tons of solid waste to landfill, resulting in a total of 643 metric tons of CO_2e.

In the absence of a centralized disposal record like the CIWMB Disposal Reporting System, waste generation figures from government operations, as well as the characterization of government waste, were estimated by Newark staff. Additionally, the final emissions number generated by the CACP software used the 60% methane recovery factor discussed above.

2.2.4. Government Operations Emissions Forecast

While the community emissions growth forecast is based upon known per capita energy consumption, workforce expansion, and population growth projections, the forecast of growth within municipal operations is based upon the expansion of City services or infrastructure. It was not within the scope of this project to estimate growth of City infrastructure or services, and, therefore, the government operations emissions forecast is not included. ICLEI advises that the City conduct such a forecast to be included in this report at a later date, and to inform the process of selecting an emission reduction target for City operations.

[22] Newark's infrastructure is comprised mainly of pumps and irrigation equipment.

3. Conclusion

In passing a resolution to endorse the U.S. Conference of Mayors Climate Protection Agreement, the City of Newark made a formal commitment to reduce its greenhouse gas emissions. This report lays the groundwork for those efforts by estimating baseline emission levels against which future progress can be demonstrated.

This analysis found that the Newark community as a whole was responsible for emitting *433,857 metric tons of CO_2e in the base year 2005*, with the transportation and commercial/industrial sectors contributing the most (approximately 75% cumulatively) to this total. The City of Newark's own municipal operations were responsible for *3,881 metric tons of CO_2e in the year 2005*, with the greatest percentage of emissions coming from municipal buildings and the City vehicle fleet.

In addition to establishing the baseline for tracking progress over time, this report serves to identify the major sources of Newark's emissions, and therefore the greatest opportunities for emission reductions. In this regard, the emissions inventory ought to inform the areas of focus within the Newark Climate Action Plan.

Following the ICLEI methodology, we also recommend that the City of Newark utilize the inventory to begin to consider potential greenhouse gas reduction targets for the community and for municipal operations.

As Newark moves forward with considering emission reduction targets and works to create the Climate Action Plan, the City should identify and quantify the emission reduction benefits of projects that have already been implemented since 2005, as well as the emissions reduction benefits of proposed future measures. The benefits of both existing and proposed strategies can be tallied against the baseline established in this report to determine the appropriate set of actions that will deliver the City to its chosen emissions reduction goal.

4. Appendices

4.1. Appendix A: Forecast Data from ABAG's *Projections 2005*

Forecast Table 1 – ABAG Projections on Job Growth in Newark

TOTAL JOBS					
JURISDICTIONAL BOUNDARY	2000	2005	2010	2015	2020
ALAMEDA	27,380	27,960	34,750	37,990	41,080
ALBANY	5,190	4,940	5,560	5,650	5,670
BERKELEY	78,320	76,890	79,080	80,580	81,690
DUBLIN	16,540	19,950	24,770	29,170	32,030
EMERYVILLE	19,860	20,140	21,460	21,750	21,900
FREMONT	104,830	96,530	105,060	119,360	136,770
HAYWARD	76,320	73,670	80,030	84,330	88,790
LIVERMORE	32,820	33,660	40,420	46,170	55,070
NEWARK	21,420	21,180	23,310	23,810	24,230
OAKLAND	199,470	207,100	223,490	235,030	250,260
PIEDMONT	2,120	2,120	2,140	2,160	2,190
PLEASANTON	58,670	58,670	66,050	72,020	73,410
SAN LEANDRO	44,370	42,790	44,840	50,460	54,380
UNION CITY	19,310	19,920	24,000	29,010	34,900
UNINCORPORATED	43,540	41,980	43,880	47,480	50,940

Forecast Table 2 – ABAG Projections on Population Growth in Newark

TOTAL POPULATION					
JURISDICTIONAL BOUNDARY	2000	2005	2010	2015	2020
ALAMEDA	72,259	75,400	77,600	79,900	82,300
ALBANY	16,444	16,800	17,200	17,400	17,800
BERKELEY	102,743	105,300	107,200	109,500	111,900
DUBLIN	29,973	40,700	50,000	57,000	63,800
EMERYVILLE	6,882	8,000	8,800	9,300	9,900
FREMONT	203,413	211,100	217,300	226,900	236,900
HAYWARD	140,030	146,300	151,400	156,600	160,300
LIVERMORE	73,345	78,000	84,300	90,200	96,300
NEWARK	42,471	44,400	46,000	47,400	49,000
OAKLAND	399,484	414,100	430,900	447,200	464,000
PIEDMONT	10,952	11,100	11,200	11,200	11,200
PLEASANTON	63,654	68,200	72,600	76,500	80,400
SAN LEANDRO	79,452	82,400	84,300	87,500	90,800
UNION CITY	66,869	71,400	75,100	78,600	82,600
UNINCORPORATED	135,770	143,900	150,600	153,600	157,300

4.2. Appendix B: Emissions Factors Used in the Alameda County Climate Protection Partnership

PG&E Emission Factors:

Emission Source	GHG	Emission Factor	Emission Factor Source
PG&E Electricity	CO_2	0.489155 lbs/kwh (for 2004 and 2005), 0.6246947 lbs/kWh for 2003	The certified CO_2 emission factor for delivered electricity is publicly available at http://www.climateregistry.org/CarrotDocs/19/2005/2005_PUP_Report_V2_Rev1_PGE_rev2_Dec_1.xls
	CO_2e	0.492859 lbs/kwh	PG&E-this factor includes release of CH_4 and N_2O
Default Direct Access Electricity	CO_2	343.3 short tons/GWh	ICLEI/Tellus Institute (2005 Region 13 - Western Systems Coordinating Council/CNV Average Grid Electricity Coefficients)
	CH_4	0.035 short tons/GWh	
	N_20	0.027 short tons/GWh	
Natural Gas	CO_2	53.05 kg/MMBtu	PG&E/CCAR. Emission factors are derived from: California Energy Commission, Inventory of California Greenhouse Gas Emissions and Sinks: 1990-1999 (November 2002); and Energy Information Administration, Emissions of Greenhouse Gases in the United States 2000 (2001), Table B1, page 140.
	CH_4	0.0059 kg/MMBtu	CCAR. Emission factors are derived from: U.S. EPA, "Inventory of U.S. Greenhouse Gas Emissions and Sinks: 1990-2000" (2002), Table C-2, page C-2. EPA obtained original emission factors from the Intergovernmental Panel on Climate Change, Revised IPCC Guidelines for National Greenhouse Gas Inventories: Reference Manual (1996), Tables 1-15 through 1-19, pages 1.53-1.57.
	N_20	0.001 kg/MMbtu	

Alameda County Transportation Sector Emission Factors:

CH_4 Rates (grams/mile)		N_2O Rates (grams/mile)		VMT Mix		CO_2 Rates- (grams/gallon)		Fuel Efficiency (miles/gallon)	
Gas	Diesel	Gas	Diesel	Gas (Passenger Vehicles)	Diesel (Heavy Trucks)	Gas	Diesel	Gas	Diesel
0.062	0.042	0.070	0.050	92.8%	7.2%	8,599	10,092	19.1	6.4

Provided by the Bay Area Air Quality Management District EMFAC Model

Alameda County Waste Sector Emission Factors:

Waste Type	Methane Emissions (tonne/tonne of waste disposed)	Sequestration (tonne/tonne of waste disposed)
Paper Products	2.138262868	0
Food Waste	1.210337473	0
Plant Debris	.685857901	0
Wood/Textiles	.605168736	0
All Other Waste	0	0

Methane recovery factor of 60% derived from the US EPA AP 42 Emissions Factors report (http://www.epa.gov/ttn/chief/ap42/index.html).

4.3. Appendix C: Waste Calculation Methodology

Emissions Calculation Methods

CO_2e emissions from waste and ADC disposal were calculated using the *methane commitment method* in the CACP software, which uses a version of the EPA WARM model. This model has the following general formula:

$CO_2e = W_t * (1-R)A$

Where:
W_t is the quantify of waste type 't',
R is the methane recovery factor,
A is the CO_2e emissions of methane per metric ton of waste at the disposal site (the methane factor)

While the WARM model often calculates upstream emissions, as well as carbon sequestration in the landfill, these dimensions of the model were omitted for this particular study for two reasons:

1) This inventory functions on a end-use analysis, rather than a life-cycle analysis, which would calculate upstream emissions), and

2) This inventory solely identifies emissions sources, and no potential sequestration 'sinks'.

4.4. Appendix D: Detailed CACP Report: Government Operations Greenhouse Gas Emissions in 2005 *(attached)**

4.5. Appendix E: Detailed CACP Report: Community Greenhouse Gas Emissions in 2005 *(attached)**

***Note: Due to numerical rounding, there are slight discrepancies in the CACP report data that have been corrected for this narrative inventory report. As such, you may notice slight differences between the numbers in this inventory report and the numbers in the CACP reports.**

City of Newark **MEMO**

DATE: June 15, 2009

TO: Susie Woodstock, Maintenance Superintendent

FROM: Robert McKinney, Maintenance Supervisor

SUBJECT: Energy upgrade of Community Center HVAC

The Community Center HVAC system is over forty years old and is need of a complete upgrade.

The goal of this memo is to plan and identify funding to up-grade the complete HVAC system at Community Center with a cost effective, low energy and manageable system.

The existing system is a complex system with a chiller, condenser, boiler, various pumps, control valves, fan coils, piping and antiquated controls. The water piping and control wiring run in the entire building with controls, duct sensors, return air sensors, thermostats and time clocks located through out the building. There is no way to access much of the water piping or control wiring with out cutting into walls and ceilings. Over the years the system has been modified various times and some of the controls have not functioned for many years. The system currently will not work in automatic and requires shifting from heating to cooling manually. Because of the type of construction of the building and the mild climate in Newark we have been able to maintain a reasonable comfort level for customers and staff but at a cost of using more energy and maintenance staff time than acceptable. There have been numerous maintenance issues with leaks in the piping, valves and fan coils over the last several years and will only increase with age. The way the system is currently designed there is no way to replace all the components cost effectively or reduce the demand for energy usage.

Over the past several years we have been concerned that the chiller and main condenser, the largest (single- cost) components in the system, will fail before we get the replacement scheduled. The in-kind replacement of these two components would not decrease energy usage nor would it eliminate the other issues through out the building.

We have come to the conclusion that energy efficient package units should replace the chiller/boiler system; considering the energy usage, the cost of upgrading the entire system and the usage of the building.

The entire building is rarely used at the same time. Most of the time the office spaces, reception and pre schools will be in use but not the meeting room, lounge, social hall or patio room.

After evaluating the building, I recommend that we install package units throughout the building. This will allow us to install the new equipment over a period of time and better fund the projects by spreading the projects over several years of the equipment replacement budget. It will also minimize the disruption of use of the building. By installing as many as twelve different package units we should be able to reduce the energy usage substantially because if a space is not being used the zone(s) (rooms) could be programmed off.

The phasing is being proposed due to funding limitations. Multiple phases could be completed at the same time or partial phases could be completed at one time. If funding came available, the preferred method would be to install all the package units at once.

Attached is a set of plans showing the possible zones that could accomplish the phased installation.

Phase I - Recommend we start with the Social Hall and Patio Room (this would include the lounge area). These are the largest rooms at Community Center and are used for the larger meetings and rental functions. Engineers estimate for this phase would be approximately $250,000.

Phase II - This would include two units, one unit for the Front Office spaces, Supply Room and Break Room. One unit for Reception Area and part of the Main Lobby. Engineers estimate for this phase is approximately $150,000.

Phase III - This would include two units, one unit for the remaining Office Spaces and Women's Room. One unit for the part of the Main Lobby. Engineers estimate for the phase is approximately $125,000.

Phase IV - Arts and Crafts Room and Meeting Room #1. This would include two units. One for the Meeting Room and one for the Arts & Crafts Room. Engineers estimate for this phase is approximately $125,000.

Phase V - Kitchen, Janitor's Storage, Men's Room and part of the Long Hallway. Engineers estimate for this phase is approximately $125,000.

Phase VI - Upper Pre School room. Engineers estimate for this phase is approximately $50,000.

Recommendations are all based on my initial evaluation and the use and layout of the building. All phases as stated are subject to change with a more in depth review of structural availability of space, electrical and gas supply.

It should be noted that major energy reduction will not be achieved until the main components of the system, chiller, condenser, pumps and main air handler, are taken out of service.

The existing HVAC system may fail at any time. I recommend we act on this phased installation plan before the system fails.

January 2010 Addendum:

Phase I has been funded by ARRA EECBG. The units are scheduled for installation in 2010.

Due to budget reductions, the majority of the Community Center is being taken out of use. The Social Hall and Patio rooms will still be used for rentals.

We will continue to pursue funding options for installation of the other phases as the closure is assumed to be temporary.

STAFF REPORT

Item F. 2.

DATE	12/14/2023
TO	Honorable Mayor and City Council Members
FROM	Cathreene Ingham-Watters, Human Resources Director
SUBJECT	Adopt a resolution to approve an exception to the 180-Day waiting period for post-retirement employment and approve an employment agreement with Gina Anderson to serve as Interim Police Chief pursuant to Government Code sections 7522.56 and 21221(h)

SUMMARY AND RECOMMENDATION

Police Chief Gina Anderson will retire on December 29, 2023. The City will be opening a recruitment for a successor Police Chief. Chief Anderson is available for post-retirement employment as Interim Police Chief while a recruitment for Police Chief takes place. Staff recommends that the City Council adopt a resolution to approve an employment agreement and exception to the 180-day waiting period for post-retirement employment for Gina Anderson to serve as Interim Police Chief, pursuant to Government Code sections 7522.56 and 21221(h).

BACKGROUND

Police Chief Gina Anderson recently announced her retirement from the City of Newark effective December 29, 2023. In response to Chief Anderson's decision to retire, the City solicited proposals from three recruiting firms to lead a recruitment for the City's next Police Chief. Based on availability, cost, and expertise, staff selected and entered into an agreement with Peckham & McKenney as the recruiting firm. Kim Petersen, Fremont's former Chief of Police, will lead the recruitment. Staff anticipate that the recruitment will take approximately four months with the final pre-employment process and hire of the new Police Chief occurring in spring 2024.

DISCUSSION/ANALYSIS

Under Government Code section 21221(h), California Public Employees Retirement System (PERS) benefit recipients can work up to 960 hours per fiscal year as an interim serving in a vacant position during recruitment for a permanent appointment if the position is deemed by City Council to require specialized skills. The City must be engaged in a recruitment at the time of the interim appointment and a retired annuitant can only serve in this capacity once. The Police Chief must meet requirements set by the Commission on Peace Officer Standards and Training (POST), stay abreast of legal changes and best practices in law enforcement, and is responsible for all police-related services expected to foster a safe community for all in Newark.

Generally, benefit recipients must wait 180 days before they are eligible for post-retirement employment. However, Government Code section 7522.56 provides an exception to the 180-day waiting period if the City Council certifies the nature of the employment and that the appointment is necessary to fill a critically-needed position before 180 days have passed. The City Council approval must occur at a public meeting and cannot be a consent calendar item.

The Police Chief is a critical position that provides broad policy direction for the activities of the Police Department; advises the City Manager on matters pertaining to departmental programs and law enforcement; and participates as a member of the City's Executive Team in the consideration of general City policies, programs, and concerns.

Rehiring Chief Anderson for an interim period allows the City to continue to effectively provide public safety services to the community by filling a critically needed position. As Interim Police Chief, Gina Anderson can continue to provide strategic leadership, oversight, and direction through the Police Department leadership team and throughout the Police Department. This will allow the Police Department leadership team to continue to function with minimal or no disruption.

Post-retirement employment is also a cost savings to the City, as hiring an external Interim Police Chief would include costs beyond a base hourly rate, which is all Chief Anderson is eligible to earn as a retired annuitant. An employment agreement between the City and Gina Anderson has been drafted in accordance with Government Code and is attached for the City Council's consideration.

FISCAL IMPACT

There is sufficient budget in FY 2024 to rehire Chief Anderson as a retired annuitant Interim Police Chief. Government code does not allow Chief Anderson to receive specialty pays and benefits associated with her current position, resulting in cost savings for the City.

REVIEW AND APPROVAL

Prepared by - Cathreene Ingham-Watters, Human Resources Director
Reviewed by - Lenka Hovorka, Assistant City Manager
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Resolution Interim Police Chief

Interim Police Chief Employment Agreement

Exhibit A - Police Chief Job Description

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AN EXCEPTION TO THE 180-DAY WAITING PERIOD FOR POST-RETIREMENT EMPLOYMENT FOR GINA ANDERSON TO SERVE AS INTERIM POLICE CHIEF PURSUANT TO GOVERNMENT CODE SECTIONS 7522.56 AND 21221(H)

WHEREAS, in compliance with Government Code section 7522.56 of the Public Employees' Retirement Law, the City Council of the City of Newark ("City Council") must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since their retirement date; and

WHEREAS, Gina Anderson, CalPERS ID [insert], will retire from the City of Newark in the position of Police Chief, effective December 29, 2023; and

WHEREAS, Government Code section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is December 29, 2023 plus 180 days, without this certification resolution; and

WHEREAS, Government Code section 7522.56 provides that this exception to the 180 day wait period shall not apply if the retiree accepts any retirement incentive; and

WHEREAS, the City Council of the City of Newark, the City of Newark, and Gina Anderson certify that Gina Anderson has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the City Council of the City of Newark authorizes the appointment of Gina Anderson as an interim appointment retired annuitant to the vacant position of Police Chief for the City of Newark under Government Code section 21221(h), effective December 29, 2023; and

WHEREAS, an appointment under Government Code section 21221(h) requires the retiree is appointed into the interim appointment during recruitment for a permanent appointment; and

WHEREAS, this Government Code section 21221(h) appointment shall only be made once and for a limited duration; and

WHEREAS, the entire employment agreement, contract or appointment document between Gina Anderson and the City of Newark has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum monthly base salary for this position is $23,475.22 and the hourly equivalent is $135.43, and the minimum base salary for this position is $19,562.69 and the hourly equivalent is $112.86; and

WHEREAS, the hourly rate paid to Gina Anderson will be $135.43; and

WHEREAS, Gina Anderson has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of Newark hereby certifies the nature of the employment of Gina Anderson as described herein and detailed in the attached employment agreement and that this appointment is necessary to continue the critically needed and specialized-skilled position of Interim Police Chief by December 29, 2023 because the position is needed to provide broad policy direction for the activities of the Police Department; advise the City Manager on matters pertaining to departmental programs and law enforcement; and participate as a member of the City's Executive Team in the consideration of general City policies, programs, and concerns.

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF NEWARK AND GINA ANDERSON TO SERVE AS RETIRED ANNUITANT INTERIM POLICE CHIEF

This Employment Agreement **("Agreement")** is entered into this 14th day of December 2023, by and between the City of Newark **("City")** and Gina Anderson **("Gina Anderson" or "Annuitant")** collectively referred to as **"Parties".**

RECITALS

WHEREAS, the City requires an individual with the knowledge, skills and abilities to serve as Interim Police Chief while the City engages in recruitment to serve as Police Chief; and

WHEREAS, Annuitant, by virtue of having previously served as the City's Police Chief, is uniquely qualified and has the requisite specialized skills, training and experience to serve as Interim Police Chief; and

WHEREAS, the City desires to employ the specialized services of Annuitant as Interim Police Chief for the City in consideration of and subject to the terms and conditions of this Agreement; and

WHEREAS, Annuitant desires to accept temporary employment as Interim Police Chief in consideration of and subject to the terms and conditions of this Agreement; and

WHEREAS, under Government Code section 21221(h), California Public Employees Retirement System (CalPERS) retirees with specialized skills may perform work of a limited duration without reinstating into CalPERS; and

WHEREAS retired annuitants hired pursuant to Government Code section 21221(h) may work no more than 960 hours per fiscal year where the retiree has specialized skills needed to perform work of a limited duration; and

WHEREAS, the City desires by this Agreement to set forth the terms and conditions of Annuitant's duties and services as Interim Police Chief.

AGREEMENT

The Parties hereby agree as follows:

1. SCOPE OF SERVICE. Annuitant shall perform her duties to the best of her ability in accordance with the highest professional and ethical standards. Annuitant shall comply with the City's rules and regulations, and they shall obey the laws of the State of California and the United States of America as they apply to the performance of her duties.

2 TERM. The term of this Agreement shall be from December 29, 2023 until ended by the City.

3. EFFECTIVE DATE. This Agreement shall become effective after:

   i. This Agreement is approved and executed by Annuitant; and

   ii. This Agreement is approved and executed by the City Manager.

4. RETIRED ANNUITANT STATUS. It is intended that at all times Annuitant's post-retirement employment shall be in compliance with all laws governing employment of CalPERS retired annuitants, including without limitation Government Code sections 7522.56 and 21221(h). Annuitant understands that she is solely responsible for monitoring her hours worked and ensuring that she does not work more than 960 hours in a fiscal year (including work performed prior to execution of this agreement and work performed for other employers participating in CalPERS).

5. SERVICES TO BE PERFORMED BY ANNUITANT - INTERIM POLICE CHIEF. Annuitant shall perform the duties of Police Chief as provided in Exhibit A, attached herein and incorporated by reference.

6. COMPENSATION. City shall pay Annuitant for her services hereunder as Interim Police Chief and Annuitant shall accept, as full and complete compensation for said services, the sum of one hundred thirty-five dollars and forty-three cents ($135.43) per hour. Annuitant shall receive no other payment, benefit, or remuneration other than her hourly wage for her services. There shall be no deductions from Annuitant's wages for health insurance (including medical, dental, vision care, life, disability), no overtime, no vacation, or any other similar benefits of whatever kind or nature.

7. INDEMNIFICATION. City agrees, in the event Annuitant is named as a defendant in a civil action arising from or as a result of her performance of duties as Interim Police Chief, to provide Annuitant such indemnification benefits as are required to be provided to an employee of the City under the laws of the State of California, including the provisions of Government Code Section 825 et seq. and 995 et seq. This provision shall not apply with respect to any intentional tort or crime committed by Annuitant, or any actions outside the course and scope of the performance of her job duties pursuant to this Agreement.

8. RESERVED.

9. RESERVED.

10. UNEMPLOYMENT INSURANCE. Annuitant certifies that she has not received any unemployment insurance payments in the past 12 months.

11. ENTIRE AGREEMENT. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding unless in writing and signed by both Parties.

12. GOVERNING LAW. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of California and any action concerning the terms of this Agreement shall be heard in the Superior Court of the County of Alameda.

13. SEVERABILITY. Should any part, term or provision of this Agreement be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and shall in no way be invalidated, impaired, or affected thereby.

14. ASSIGNMENT. The Parties agree that the expertise and experience of Annuitant are material considerations for this Agreement. Annuitant shall not assign, transfer, or subcontract any interest in this Agreement, nor the performance of any of Annuitant's obligations hereunder.

15. TERMINATION. Annuitant understands that she is an at-will employee, and that the employment may be terminated by Annuitant or City at any time, for any reason, or for no reason at all. The City's right of termination shall be in addition to all other remedies available under law to the City.

16. WAIVER. Waiver by City of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by City of the performance of any work or services by Annuitant shall not be deemed a waiver of any term or condition of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

City of Newark
A California Municipal Corporation

DATED: _____ By: _____
David J. Benoun
City Manager

Approved as to Form: _____
Kristopher J. Kokotaylo
City Attorney

Annuitant

DATED: _____ By: _____
Gina Anderson

EXHIBIT "A" - SCOPE OF SERVICES ATTACHED

(Police Chief Job Specification)

Police Chief

Class Specification
Revised 9/23
Class ID: 670
Unit: MGMT
Probation: At-Will
FLSA: Exempt

DEFINITION

Under administrative direction, directs the activities and operations of the Police Department; develops plans, goals, and objectives to improve departmental services and optimize resource utilization; advises the City Manager on matters pertaining to departmental programs and law enforcement; participates as a member of the City Manager's Executive Team in the consideration of general City policies, programs and concerns; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the City Manager. Exercises direct supervision over Police Captains, and general supervision over department management, supervisory, professional, technical, and clerical personnel.

DISTINGUISHING CHARACTERISTICS

This is an executive level, at-will department director classification reporting to the City Manager and providing complex professional and technical assistance to the City Manager in areas of expertise. The Police Chief oversees, directs, and participates in all law enforcement activities, including short- and long-term planning as well as development and administration of departmental policies, procedures, and services.

EXAMPLES OF JOB FUNCTIONS (Illustrative Only)

Plan, organize, and direct all activities of the Police Department providing police protection and law enforcement to the City; direct the enforcement of state regulations, laws, codes, and local ordinances relating to law enforcement; recommend and assist in preparation of ordinances.

Develop, prepare, and implement Department budget and work program, Department policies, procedures, rules, and regulations for all departmental field and administrative work.

Manage the selection, development, training, and discipline of personnel; select officers for special assignments and training; evaluate, review, and ensure completion of Department personnel performance evaluations for all department employees; oversee internal affairs investigations; recommend and implement corrective or disciplinary action.

Review and analyze criminal statistics, City growth patterns, legislation, court decisions, developments in the field of crime prevention and detection, police organization and management techniques and related matters.

Contribute to the overall quality of the Department’s service by developing, reviewing and implementing policies and procedures to meet legal requirements and City needs; continuously monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; assess and monitor the distribution of work, support systems and internal reporting relationships; identify opportunities for improvement; direct the implementation of change.

Prepare, direct, or supervise the preparation of proposals, reports, and special studies concerning Department activities.

Resolve citizen complaints or issues; and work with local schools and community groups to promote law enforcement programs and to develop lines of communication with various segments of the community.

Attend and represent the Department and the City at a variety of meetings and conferences; coordinate collaborative activities with City departments, outside organizations, and other law enforcement agencies; make presentations before public and professional groups, the City Council and other municipal boards and commissions; and provide highly complex staff support and serve as technical and policy advisor to the City Manager, City Council, and civic groups.

Perform related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Theories, principles and practices of police administration in a municipal organization; organizational and management practices as applied to the analysis and evaluation of projects, programs, policies, procedures and operational needs.
- Laws and court decisions affecting police departments.
- Principles, practices, methods, and techniques of public administration and management of a police department.
- Department policies, rules, and regulations, and of controlling laws and ordinances.
- Organization and function of county, state, and federal enforcement, regulatory, and licensing agencies.
- Use of police records and their application to the solution of police cases and problems.
- Principles and practices of leadership, supervision, and motivation
- Applicable Federal, State, and local laws, regulatory codes, ordinances, Department regulations and rules, and court decisions; Peace Officers Bill of Rights.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Computer and computer applications.

Skill or Ability to:

- Plan, schedule, supervise and review the work of professional, technical, and clerical employees in a manner conducive to full performance and high morale.
- Select, train, motivate and evaluate assigned staff.
- Effectively represent the Police Department by providing administrative, management, and professional leadership to the City, divisions, and programs.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Develop plans and ensure adequate resources to meet needs for police services within the community.
- Effectively lead personnel, maintain composure, exercise sound judgment and resourcefulness, and ensure the safety of others in unusual, stressful, and emergency situations.
- Establish and maintain effective working relationships with public law enforcement officials, other employees, and the general public.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.

- Prepare and direct the preparation of comprehensive reports, budgets, departmental materials, and correspondence.
- Make persuasive presentations of ideas concepts and recommendations.
- Develop, implement, and interpret goals, objectives, policies, procedures, work standards and internal controls.
- Represent the City effectively in meetings with others.
- Exercise tact and professionalism in dealing with a variety of people from different educational, cultural, and socio-economic backgrounds.
- Operate specialized law enforcement equipment and vehicles in a safe and responsible manner.
- Effectively use computer systems, software applications, and current business equipment to perform a variety of work tasks.
- Respectfully and effectively collaborate with a variety of people of varying backgrounds and roles. Demonstrate tact, professionalism, and diplomacy.

Education and Experience:

Any combination of education and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Possession of a Bachelor's degree from an accredited college or university with major study in Police Science, Criminal Justice, Public or Business Administration or a related field, and ten (10) years of broad and extensive experience in all major areas of police work including five (5) years in a command position with a municipal law enforcement agency. A Master's degree is desirable.

License and Certificate:

- Possession of a valid California driver license and a satisfactory driving record throughout employment.
- Possession of P.O.S.T. Basic, Intermediate, Advanced, and Management Certificates.
- Current and valid Certification to hold office and be employed as a Peace Officer in California per Government Code §1029, 1031, 1031.4, and Commission Regulations §1950-1955.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; maintain P.O.S.T. physical standards, including mobility, physical strength, and stamina to respond to emergency situations and apprehend suspects and to operate a motor vehicle and visit various city locations; vision to maintain firearms qualification and to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone or radio. The job involves knowledge and use of firearms and other weapons, chemical agents, and restraint devices. Fieldwork requiring frequent walking on uneven terrain and climbing and descending structures to access crime scene and to identify problems or hazards. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate police services equipment. Positions in this classification frequently bend, stoop, kneel, reach, and climb to perform work and inspect work sites. Employees must possess the ability to lift, carry, push, and pull materials and objects necessary to perform job functions.

ENVIRONMENTAL CONDITIONS

Employees work indoors and outdoors, and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, vibrations, confining workspace, chemicals, mechanical and/or electrical hazards, hazardous materials, and to potentially infectious materials such as bodily

fluids including blood, transmissible diseases and needles. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures. The principal duties of this class are performed in a police station environment with exposure to criminal offenders, mentally ill individuals, and persons potentially infected with communicable diseases. Willingness and ability to work any shift; work holidays, weekends, scheduled and emergency overtime; be available on call, as required. Wear uniform or professional business attire required; comply with departmental grooming standards.

STAFF REPORT

Item G. 1.

DATE	12/14/2023
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Approval of motion appointing Vice Mayor and resolution authorizing the Vice Mayor to execute financial documents

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During the latter part of the year, the City Council reorganizes by appointing one of its members to serve as Vice Mayor. After the Vice Mayor has been selected, a resolution authorizing the Vice Mayor to sign and endorse checks, warrants, and other instruments will need to be approved by the City Council.

It is recommended that the City Council: (1) by motion, appoint one of its members as Vice Mayor; and (2) by resolution, authorize the signing and endorsing of checks, warrants, and other instruments.

Attachments

Resolution

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING SIGNING AND ENDORSING CHECKS, WARRANTS, AND OTHER INSTRUMENTS

WHEREAS, the US Bank, Fremont Office, is heretofore selected as a depository of the City's funds;

NOW, THEREFORE, BE IT RESOLVED that checks or warrants withdrawing funds from said depositories must have two signatures and may be signed by Michael K. Hannon, Mayor; or by , Vice Mayor; or by David J. Benoun, City Manager; or by Krysten Lee, Treasurer; or by Lenka Hovorka, Assistant City Manager of the City of Newark;

BE IT FURTHER RESOLVED that the US Bank, Fremont Office, and Fremont Bank, Fremont Office, are authorized to honor and pay all the checks and warrants to the City of Newark, signed as provided herein, whether or not payable to the person or persons signing them; and that checks, warrants, drafts, bills of exchange and other evidence of indebtedness may be endorsed and deposited to the account of the City of Newark, by and of the foregoing or any other employee or agent of the City of Newark, and may be endorsed in writing or by stamp, with or without the designation of the person so endorsing;

BE IT FURTHER RESOLVED that the Protectograph Certifier signature impression of the Mayor, Michael K. Hannon; the Vice Mayor, ; the City Manager, David J. Benoun; the Treasurer, Krysten Lee; and the Assistant City Manager, Lenka Hovorka shall be deemed their manual signatures for the purposes specified in this resolution;

BE IT FURTHER RESOLVED that all previous resolutions authorizing persons to sign checks on behalf of the City are hereby rescinded and no persons other than those set forth in this resolution are authorized to sign checks or other evidence of indebtedness on behalf of the City of Newark after said date.

STAFF REPORT

Item G. 2.

DATE	12/14/2023
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Adopt a resolution confirming the Mayor's appointments to various agencies, boards, commissions, and committees

On a yearly basis, the Mayor appoints City Council Members to various agencies, boards, commissions, and committees. The current appointments are listed for reference in the table below. The City Council should review the annual assignments and decide if they would like to make any changes for the upcoming year.

Mayor Hannon is the City's representative on the Housing Commission of the Housing Authority of the County of Alameda (Housing Authority). This assignment is not listed because he was reappointed in 2021, by the Alameda County Board of Supervisors, to a four-year term that expires on January 1, 2025.

Alameda County Fire Advisory Commission	Council Members Bucci and Collazo – delegate and alternate
Alameda County Library Advisory Commission	Council Members Collazo and Jorgens – delegate and alternate
Alameda-Contra Costa Transit District Policy Advisory Committee	Council Member Bucci and Mayor Hannon - delegates
Alameda County Transportation Commission	Council Members Freitas and Collazo – delegate and alternate
Alameda County Waste Management Authority Board/Stopwaste.org	Mayor Hannon and Council Member Freitas - delegate and alternate
Association of Bay Area Governments (ABAG)	Council Member Bucci and Mayor Hannon - delegate and alternate
Ava Community Energy formerly East Bay Community Energy Board of Directors	Council Member Jorgens and Mayor Hannon – delegate and alternate
Community Development Advisory Committee	Mayor Hannon and Council Member Freitas – delegates

Dumbarton Rail Policy Advisory Committee	Council Members Bucci and Jorgens - delegate and alternate
Newark City Council – Board of Education Liaison Committee	Council Members Collazo and Jorgens – delegates
Tri-City Elder Coalition	Mayor Hannon - delegate
Senior Citizen Standing Advisory Committee	Mayor Hannon delegate and chairperson
Southern Alameda County Geographic Information System Authority	Mayor Hannon and Council Member Jorgens - delegate and alternate
Tri-City Waste Facility Financing	Mayor Hannon and Council Member Jorgens - delegates

It is recommended that the City Council, by resolution, approve the appointments to the various agencies, boards, commissions, and committees.

Attachments

Resolution

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK CONFIRMING THE MAYOR'S APPOINTMENTS TO VARIOUS AGENCIES, BOARDS, COMMISSIONS, AND COMMITTEES

WHEREAS, the Mayor of the City of Newark has appointed representatives to the following agencies, boards, commissions, and committees:

Alameda County Fire Advisory Commission	delegate and alternate
Alameda County Library Advisory Commission	delegate and alternate
Alameda-Contra Costa Transit District Policy Advisory Committee	delegates
Alameda County Transportation Commission	delegate and alternate
Alameda County Waste Management Authority Board/Stopwaste.org	delegate and alternate
Association of Bay Area Governments (ABAG)	delegate and alternate
Ava Community Energy formerly East Bay Community Energy Board of Directors	delegate and alternate
Community Development Advisory Committee	delegates
Dumbarton Rail Policy Advisory Committee	delegate and alternate
Newark City Council –Board of Education Liaison Committee	delegates
Tri-City Elder Coalition	delegate
Senior Citizen Standing Advisory Committee	delegate and chairperson
Southern Alameda County Geographic Information System Authority	delegate and alternate
Tri-City Waste Facility Financing	delegates

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NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby approves the Mayor's appointments.