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, February 22, 2024
7:00 P.M.

A. ROLL CALL

B. PRESENTATIONS

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 February 8, 2024, minutes

3. Adopt a resolution approving a First Amendment to the Contractual Service Agreement with Good City Company

4. Adopt a resolution authorizing the City Manager to enter a subscription agreement with Flock Group, Inc. for Automated License Plate Readers (ALPR) in the amount not to exceed $131,400

E. PUBLIC HEARINGS

1. Public hearing pursuant to Government Code Sections 4217.10, et seq. to adopt certain findings and adopt a resolution authorizing the City Manager to execute Energy Services Agreements with FTP BTM Solar, LLC (ForeFront Power) for the design, financing, construction, installation, operation and maintenance of carport mounted solar photovoltaic systems at the Geroge M. Silliman Center and Newark Civic Center

F. OTHER BUSINESS

1. Adopt a resolution authorizing the acceptance of the approved California Highway Safety Improvement Program (HSIP) Cycle 11 funds to subsidize Citywide Crosswalk Evaluation and Modifications, Project No. 1256

2. Receive a presentation from Revenue & Cost Specialist (RCS) regarding the recently completed Comprehensive User Fee Study

3. Presentation of findings from the Facilities Master Plan assessments and community outreach process

4. Presentation regarding Newark's Transient Occupancy Tax (TOT) and the Newark hotel market

5. Motion to direct staff to proceed with a community survey to gauge support for a potential Transient Occupancy Tax ("TOT" and commonly known as the "Hotel Tax") ballot measure

6. 2023-2031 General Plan Housing Element- Overview of Non-Substantive Revisions After Adoption

G. CITY COUNCIL MATTERS

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

H. CITY MANAGER UPDATES

I. CLOSED SESSION

J. ADJOURNMENT

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/83765337785 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 D. 1.

DATE	02/22/2024
TO	Honorable Mayor and City Council Members
FROM	Krysten Lee, Finance Director
SUBJECT	Approval of Audited Demands

Attachments

Audited Demands 01.25.24
Audited Demands 02.01.24

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 01/25/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Check	01/25/2024	10335	Accounts Payable	ACCESS		80.00
	Invoice		Date	Description	Check Sort Code	Amount
	10684915		12/31/2023	SHREDDING SVCS DECEMBER 2023		80.00
Check	01/25/2024	10336	Accounts Payable	AFLAC		779.38
	Invoice		Date	Description	Check Sort Code	Amount
	264865		01/03/2024	AFLAC - DECEMBER 2023 PREMIUMS		779.38
Check	01/25/2024	10337	Accounts Payable	AIRGAS USA, LLC		98.69
	Invoice		Date	Description	Check Sort Code	Amount
	5505039314		12/31/2023	CYL ACETYLENE RENTAL 12/31/23		98.69
Check	01/25/2024	10338	Accounts Payable	ALAMEDA COUNTY WATER DISTRICT		94,963.94
	Invoice		Date	Description	Check Sort Code	Amount
	102423-010324		12/27/2023	ACWD CITYWIDE WATER 10/24/23-01/03/24		94,963.94
Check	01/25/2024	10339	Accounts Payable	ALL CITY MANAGEMENT SERVICES, INC.		15,887.82
	Invoice		Date	Description	Check Sort Code	Amount
	90181		12/27/2023	SCHOOL CROSSING GUARD SVCS 12/10-12/23/23		7,877.17
	89924		12/13/2023	SCHOOL CROSSING GUARD SVCS 11/26-12/09/23		8,010.65
Check	01/25/2024	10340	Accounts Payable	WARREN ANTIDA		350.00
	Invoice		Date	Description	Check Sort Code	Amount
	011224EXP		01/12/2024	BOOT REIMBURSEMENT 01/12/24		350.00
Check	01/25/2024	10341	Accounts Payable	GUSTAVO ARROYO		188.12
	Invoice		Date	Description	Check Sort Code	Amount
	121123EXP		01/16/2024	MILEAGE-CAPITOL TO COMMUNITIES 12/11/23		136.24
	1101-110323EXP		01/16/2024	MILEAGE-INTERNAL AFFAIRS INVESTIGATIONS 11/1-11/3/23		51.88
Check	01/25/2024	10342	Accounts Payable	BARG COFFIN LEWIS & TRAPP, LLP		118.00
	Invoice		Date	Description	Check Sort Code	Amount
	48544		12/31/2023	LEGAL SERVICES THROUGH DECEMBER 31, 2023		118.00
Check	01/25/2024	10343	Accounts Payable	BLAISDELL'S BUSINESS PRODUCTS		433.47
	Invoice		Date	Description	Check Sort Code	Amount
	DEC'23		12/30/2023	OFFICE SUPPLIES 12/04-12/14/23		433.47
Check	01/25/2024	10344	Accounts Payable	CAPPO		280.00

	Invoice	Date	Description	Check Sort Code	Amount
	2024-2025	11/27/2023	2024-2025 MEMBERSHIP RENEWAL		280.00
Check	01/25/2024	10345 Accounts Payable	APRO LLC		15.00
	Invoice	Date	Description	Check Sort Code	Amount
	120123-123123	12/31/2023	CAR WASH 12/01-12/31/23		15.00
Check	01/25/2024	10346 Accounts Payable	CINTAS CORP		4,249.04
	Invoice	Date	Description	Check Sort Code	Amount
	NOV'23	11/30/2023	UNIFORM/MATS NOVEMBER 2023		1,226.56
	DEC'23	12/01/2023	UNIFORM/MATS DECEMBER 2023		3,022.48
Check	01/25/2024	10347 Accounts Payable	CITY OF FREMONT		13,238.00
	Invoice	Date	Description	Check Sort Code	Amount
	331299	01/05/2024	SHELTER OPERATING EXP JANUARY 2024		13,238.00
Check	01/25/2024	10348 Accounts Payable	CIVICA LAW GROUP, APC		174.30
	Invoice	Date	Description	Check Sort Code	Amount
	11740	01/03/2024	PROFESSIONAL SERVICES RENDERED THROUGH DECEMBER 31, 2023		174.30
Check	01/25/2024	10349 Accounts Payable	CCC SHERIFF/FISCAL/LETC/HEATHER M.		4,385.00
	Invoice	Date	Description	Check Sort Code	Amount
	23-26607	12/14/2023	199TH POST CERTIFIED BASIC POLICE ACADEMY 10/30/23-05/03/24		4,385.00
Check	01/25/2024	10350 Accounts Payable	DELTA DENTAL OF CALIFORNIA		16,871.95
	Invoice	Date	Description	Check Sort Code	Amount
	BE005847923	01/03/2024	DELTA PPO - JANUARY 2024 PREMIUMS		16,871.95
Check	01/25/2024	10351 Accounts Payable	DELTA DENTAL INSURANCE COMPANY		164.51
	Invoice	Date	Description	Check Sort Code	Amount
	BE005845988	01/03/2024	DELTA CARE - JANUARY 2024 PREMIUMS		164.51
Check	01/25/2024	10352 Accounts Payable	DPREP INC.		249.00
	Invoice	Date	Description	Check Sort Code	Amount
	8556588389	01/16/2024	CRISIS NEGOTIATIONS TEAM LEADERSHIP-ELSA C		249.00
Check	01/25/2024	10353 Accounts Payable	ENVIRONMENTAL LOGISTICS		1,622.50
	Invoice	Date	Description	Check Sort Code	Amount
	122017	01/08/2024	HAZARDOUS WASTE REMOVAL 12/13/23		1,622.50
Check	01/25/2024	10354 Accounts Payable	FEDEX		17.80
	Invoice	Date	Description	Check Sort Code	Amount
	8-362-91948	12/29/2023	PACKAGE DELIVERY 12/21/23		17.80
Check	01/25/2024	10355 Accounts Payable	FIDELITY SECURITY LIFE INSURANCE/EYEMED		2,232.65
	Invoice	Date	Description	Check Sort Code	Amount
	166095038	01/03/2024	EYEMED - JANUARY 2024 PREMIUMS		2,232.65
Check	01/25/2024	10356 Accounts Payable	FITGUARD, INC		202.43
	Invoice	Date	Description	Check Sort Code	Amount
	0000207915	12/07/2023	FITNESS EQUIP MAINTENANCE 12/05/23		202.43

Check	01/25/2024	10357	Accounts Payable	FRANK BONETTI PLUMBING INC		352.50
	Invoice		Date	Description	Check Sort Code	Amount
	47958		01/04/2024	RUSCHIN FIRE SHOWER BACKUP 12/26/23		352.50
Check	01/25/2024	10358	Accounts Payable	FREMONT FORD		1,830.65
	Invoice		Date	Description	Check Sort Code	Amount
	428748		01/11/2024	TIRE PRESSURE ADJUSTMENT #196 12/14/23		498.59
	221462		01/19/2024	FLEET ROTOR AND BRAKE PARTS		1,332.06
Check	01/25/2024	10359	Accounts Payable	MITCHELL FRENTESCU		96.48
	Invoice		Date	Description	Check Sort Code	Amount
	012024EXP		01/18/2024	ARIDE MILEAGE 01/20-01/21/24		96.48
Check	01/25/2024	10360	Accounts Payable	GACHINA LANDSCAPE MANAGEMENT, INC.		23,597.81
	Invoice		Date	Description	Check Sort Code	Amount
	E 215055B		01/01/2024	MAINTENANCE CONTRACT-CH, PD, LIB JANUARY 2024		3,689.00
	E 215055A		01/01/2024	MAINTENANCE CONTRACT JANUARY 2024		19,908.81
Check	01/25/2024	10361	Accounts Payable	GHD INC.		2,789.05
	Invoice		Date	Description	Check Sort Code	Amount
	380-0044415		01/11/2024	TASK ORDER NO. 4 - NEWARK QUIET ZONES (THROUGH 12/16/23)		665.80
	380-0044414		01/11/2024	TASK ORDER NO. 5 - MOWRY AVE AT CHERRY STREET (THROUGH 12/16/23)		2,123.25
Check	01/25/2024	10362	Accounts Payable	GRAINGER		441.86
	Invoice		Date	Description	Check Sort Code	Amount
	9939686813		12/18/2023	BUMPER STOP		16.64
	9939686805		12/18/2023	SILLIMAN EXTENSION CORD		425.22
Check	01/25/2024	10363	Accounts Payable	HINDERLITER DE LLAMAS & ASSOCIATES		300.00
	Invoice		Date	Description	Check Sort Code	Amount
	SIN034658		12/31/2023	TRANSACTION TAX - CONTRACT SERVICES Q2/2023		300.00
Check	01/25/2024	10364	Accounts Payable	HOME DEPOT CREDIT SERVICES		803.48
	Invoice		Date	Description	Check Sort Code	Amount
	JAN '24		01/12/2024	HOME DEPOT CC PURCHASE 12/13/23-01/11/24		803.48
Check	01/25/2024	10365	Accounts Payable	JOSH HORST		6,468.03
	Invoice		Date	Description	Check Sort Code	Amount
	020124ADPP		01/22/2024	ADPP - 02/01-02/29/24		6,468.03
Check	01/25/2024	10366	Accounts Payable	KNORR SYSTEMS INTERNATIONAL		17,756.50
	Invoice		Date	Description	Check Sort Code	Amount
	222836		12/31/2023	SILLIMAN POOL REPAIR 12/4-12/5/23		6,614.78
	221029		11/30/2023	HEATER BOOSTER REPAIR 11/30/23		4,748.15
	220314		11/30/2023	SILLIMAN POOL REPAIR 10/20/23		1,924.77
	221782		12/17/2023	SILLIMAN POOL VALVE HOUSING AND BOOSTER PUMP REPAIR 12/5/23		2,811.87
	221781		12/17/2023	SILLIMAN BACKWASH VALVE HOUSING REPLACEMENT 12/17/23		1,656.93
Check	01/25/2024	10367	Accounts Payable	LEE DISPLAY WEST INC		18,622.50
	Invoice		Date	Description	Check Sort Code	Amount

	19036532532	12/12/2023	TREE LIGHTING AND STORAGE 12/12/23			18,622.50
Check	01/25/2024	10368 Accounts Payable	LEXISNEXIS RISK SOLUTIONS FL INC			50.00
	Invoice	Date	Description		Check Sort Code	Amount
	1845802-20231231	12/31/2023	INVESTIGATIVE INFO RESEARCH - 12/31/23			50.00
Check	01/25/2024	10369 Accounts Payable	LIEBERT CASSIDY WHITMORE			348.00
	Invoice	Date	Description		Check Sort Code	Amount
	255790	11/30/2023	PROFESSIONAL SERVICES RENDERED THROUGH NOVEMBER 30, 2023			217.50
	256365	11/30/2023	PROFESSIONAL SERVICES RENDERED THROUGH NOVEMBER 30, 2023			130.50
Check	01/25/2024	10370 Accounts Payable	MISSION LINEN SUPPLY - UNIFORM			448.48
	Invoice	Date	Description		Check Sort Code	Amount
	DEC '23	12/31/2023	UNIFORM/MATS SEPTEMBER/DECEMBER 2023			448.48
Check	01/25/2024	10371 Accounts Payable	VERONICA MORA			217.46
	Invoice	Date	Description		Check Sort Code	Amount
	1211-121523EXP	01/16/2024	PC 832 ARREST- MILEAGE REIMBURSEMENT 12/11-12/15/23			217.46
Check	01/25/2024	10372 Accounts Payable	MFCP INC			37.76
	Invoice	Date	Description		Check Sort Code	Amount
	8972328	01/02/2024	FLEET SUPPLIES - PUSH LOK, DEG ELBOW AND STREET ELBOW			37.76
Check	01/25/2024	10373 Accounts Payable	NHA ADVISORS, LLC			162.50
	Invoice	Date	Description		Check Sort Code	Amount
	01014	07/13/2023	FINANCIAL CONSULTING - GENERAL 03/01-06/30/23			162.50
Check	01/25/2024	10374 Accounts Payable	PACIFIC GAS & ELECTRIC			66,783.86
	Invoice	Date	Description		Check Sort Code	Amount
	7578-011024	01/10/2024	CITYWIDE ELECTRICAL 01/10/24			66,783.86
Check	01/25/2024	10375 Accounts Payable	PAKPOUR CONSULTING GROUP, INC.			21,840.00
	Invoice	Date	Description		Check Sort Code	Amount
	4336	01/09/2024	PRJ MANAGEMENT SVCS - CENTRAL AVE OVERPASS PRJ 12/01-12/31/23			21,840.00
Check	01/25/2024	10376 Accounts Payable	PENINSULA UNIFORMS & EQUIPMENT, INC.			921.78
	Invoice	Date	Description		Check Sort Code	Amount
	204250	12/12/2023	RAIN JACKETS			582.32
	204249	12/12/2023	BOOTS & PANTS - WOMEN			339.46
Check	01/25/2024	10377 Accounts Payable	PERFORMANCE PEST MANAGEMENT			1,198.00
	Invoice	Date	Description		Check Sort Code	Amount
	72507	01/05/2024	PEST SERVICES - VIOLA BLYTHE #102704 1/5/24			260.00
	72526	01/05/2024	PEST SERVICES - FIRE STATION #2 #102709 1/5/24			220.00
	72603	01/05/2024	PEST SERVICES - CITY HALL #102699 1/5/24			267.00
	72657	01/05/2024	PEST SERVICES - LIBRARY #116524 1/5/24			175.00
	72655	01/05/2024	PEST SERVICES - PD #104419 1/5/24			181.00
	72527	01/05/2024	PEST SERVICES - COMMUNITY CENTER #102700 1/5/24			95.00
Check	01/25/2024	10378 Accounts Payable	STARTUP SPACE LLC			27,500.00
	Invoice	Date	Description		Check Sort Code	Amount

	1510	01/16/2024	PROVIDE INFORMATION TO BUSINESS COMMUNITY 01/24-12/24			27,500.00
Check	01/25/2024	10379 Accounts Payable	REDFLEX TRAFFIC SYSTEMS, INC.			17,400.00
	Invoice	Date	Description		Check Sort Code	Amount
	INV0067847	12/31/2023	REDLIGHT CAMERA MONITORING DECEMBER 2023			17,400.00
Check	01/25/2024	10380 Accounts Payable	REVENUE & COST SPECIALIST, LLC			5,000.00
	Invoice	Date	Description		Check Sort Code	Amount
	9188	12/06/2023	PROFESSIONAL SERVICES TO DO A FIVE YEAR AB 1600 REPORTING 12/23			5,000.00
Check	01/25/2024	10381 Accounts Payable	ROADSAFE TRAFFIC SYSTEMS, INC.			461.39
	Invoice	Date	Description		Check Sort Code	Amount
	190863	11/20/2023	SAFETY VESTS			461.39
Check	01/25/2024	10382 Accounts Payable	SAFETY COMPLIANCE MANAGEMENT INC			2,595.00
	Invoice	Date	Description		Check Sort Code	Amount
	7797	10/23/2023	HAZWOPER TRAINING 02/01/24			2,595.00
Check	01/25/2024	10383 Accounts Payable	SMITH & SONS ELECTRIC, INC.			12,991.00
	Invoice	Date	Description		Check Sort Code	Amount
	23054	01/16/2024	SERVICE CENTER GATE ELECTRICAL PROJ 1362 1/8-1/9/24			12,991.00
Check	01/25/2024	10384 Accounts Payable	S.B.R.P.S.T.C.			3,951.00
	Invoice	Date	Description		Check Sort Code	Amount
	224256	11/13/2023	BASIC POLICE ACADEMY #176 9/11/23-3/8/24			3,800.00
	224227	11/03/2023	PC 832 ARREST - HECKMAN 10/16-10/20/23			151.00
Check	01/25/2024	10385 Accounts Payable	STANDARD INSURANCE COMPANY			1,630.66
	Invoice	Date	Description		Check Sort Code	Amount
	JANUARY 2024	01/03/2024	STANDARD - JANUARY 2024 PREMIUMS			1,630.66
Check	01/25/2024	10386 Accounts Payable	STAPLES			110.73
	Invoice	Date	Description		Check Sort Code	Amount
	8072789937	12/31/2023	OFFICE SUPPLIES 12/14/23			110.73
Check	01/25/2024	10387 Accounts Payable	STATE OF CALIFORNIA			416.58
	Invoice	Date	Description		Check Sort Code	Amount
	PPE 1.6.24	01/11/2024	GARNISH - 12/24/23-1/6/24 - CASE 569116649			416.58
Check	01/25/2024	10388 Accounts Payable	SURF TO SNOW ENVIRONMENTAL RESOURCE			3,920.00
	Invoice	Date	Description		Check Sort Code	Amount
	12993	08/31/2023	MUNICIPAL STORMWATER INSPECTION SERVICES (06/01-08/31/23)			3,920.00
Check	01/25/2024	10389 Accounts Payable	SYSERCO, INC			9,175.75
	Invoice	Date	Description		Check Sort Code	Amount
	13805	01/01/2024	ENERGY MANAGEMENT SERVICES 01/24-03/24			9,175.75
Check	01/25/2024	10390 Accounts Payable	THE ED JONES CO INC			6,011.78
	Invoice	Date	Description		Check Sort Code	Amount
	55112	11/21/2023	514 STYLE BADGE-CHIEF, LT,SGT,OFFICER			5,861.06
	55111	11/21/2023	TOP NAME RIBBON-TORRES			81.45

	55317		12/15/2023	TOP NAME RIBBON-MORA			69.27
Check	01/25/2024	10391	Accounts Payable	THE GOODYEAR TIRE & RUBBER COMPANY			533.21
	Invoice		Date	Description		Check Sort Code	Amount
	184-1100121		12/12/2023	VALVE REPLACEMENT			533.21
Check	01/25/2024	10392	Accounts Payable	THE KPA GROUP			28,975.25
	Invoice		Date	Description		Check Sort Code	Amount
	005		12/31/2023	ON-CALL ARCHITECTURAL SERVICES 12/01-12/31/23			28,975.25
Check	01/25/2024	10393	Accounts Payable	TURBO DATA SYSTEMS, INC			700.00
	Invoice		Date	Description		Check Sort Code	Amount
	41882		12/31/2023	E-CITATION HARDWARE AND TRAFFIC PROCESSING SERVICES DEC '23			700.00
Check	01/25/2024	10394	Accounts Payable	U.S. BANK CORPORATE PAYMENT SYSTEMS			36,083.35
	Invoice		Date	Description		Check Sort Code	Amount
	012224STMT		01/22/2024	CC PAYMENT 01/22/24			36,083.35
Check	01/25/2024	10395	Accounts Payable	MICHELLE VILLANUEVA			37.00
	Invoice		Date	Description		Check Sort Code	Amount
	011624EXP		01/23/2024	EMPLOYEE 25TH ANNIVERSARY 01/16/24			37.00
Check	01/25/2024	10396	Accounts Payable	WASHINGTON HOSPITAL			1,227.00
	Invoice		Date	Description		Check Sort Code	Amount
	1223-NPD-SA		01/03/2024	SART EXAM 12/02/23			1,127.00
	1223-NPD-LB		01/04/2024	LAB TESTS DECEMBER 2023			100.00
Check	01/25/2024	10397	Accounts Payable	WEST COAST ARBORISTS INC			30,416.55
	Invoice		Date	Description		Check Sort Code	Amount
	209712		12/31/2023	STREET TREE MAINTENANCE 12/16/23-12/31/23			30,416.55
Check	01/25/2024	10398	Accounts Payable	ORION SECURITY			1,434.98
	Invoice		Date	Description		Check Sort Code	Amount
	124850		01/13/2024	UNARMED, UNIFORMED SECURITY GUARD 1/8/24 - 1/12/24			1,434.98
EFT	01/25/2024	856	Accounts Payable	SUMMIT UNIFORMS, LLC	121000358 / 325183513607		184.84
	Invoice		Date	Description		Check Sort Code	Amount
	6885		12/26/2023	2316 THOROGOOD BOOT			184.84
AP ZBA ACCOUNTS PAYABLE Totals:				Transactions: 65			$512,424.37

Checks:	64	$512,239.53
EFTs:	1	$184.84

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 02/01/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE						
Check	02/01/2024	10399	Accounts Payable	HEALTH AND HUMAN RESOURCE CENTER, INC		495.72
	Invoice		Date	Description	Check Sort Code	Amount
	E0310876		01/12/2024	EMPLOYEE ASSISTANT PROGRAM (EAP)-JANUARY 2024		247.86
	E0310893		01/12/2024	EMPLOYEE ASSISTANT PROGRAM (EAP)-FEBRUARY 2024		247.86
Check	02/01/2024	10400	Accounts Payable	ALAMEDA CO LIBRARY		33,337.50
	Invoice		Date	Description	Check Sort Code	Amount
	FY2324-05		11/08/2023	ADDITIONAL LIBRARY HOURS JULY - SEP 2023		33,337.50
Check	02/01/2024	10401	Accounts Payable	GINA ANDERSON		85.49
	Invoice		Date	Description	Check Sort Code	Amount
	0116-011824EXP		01/18/2024	GAS REIMBURSEMENT - AC CHIEFS CONFERENCE 01/16-01/18/24		85.49
Check	02/01/2024	10402	Accounts Payable	BAKER TILLY US, LLP		8,000.00
	Invoice		Date	Description	Check Sort Code	Amount
	BT2653207		01/16/2024	RECLASSIFICATION STUDY-ANALYZE PDQs, CONDUCT INTERVIEWS		8,000.00
Check	02/01/2024	10403	Accounts Payable	EURO SCHOOL OF TENNIS		600.00
	Invoice		Date	Description	Check Sort Code	Amount
	08/26-11/18/23		01/11/2024	EURO SCHOOL OF TENNIS CLASSES FOR 08/26-11/18/23		600.00
Check	02/01/2024	10404	Accounts Payable	CHILDCARE CAREERS, LLC		7,005.11
	Invoice		Date	Description	Check Sort Code	Amount
	670101		12/08/2023	SUBSTITUTE TEACHER FOR CHILDCARE 11/27-12/01/23		1,347.03
	672137		12/15/2023	SUBSTITUTE TEACHER FOR CHILDCARE 12/04-12/08/23		1,129.56
	674671		12/22/2023	SUBSTITUTE TEACHER FOR CHILDCARE 12/11-12/15/23		1,392.48
	676237		12/29/2023	SUBSTITUTE TEACHER FOR CHILDCARE 12/18-12/21/23		1,168.52
	677801		01/12/2024	SUBSTITUTE TEACHER FOR CHILDCARE 01/02-01/05/24		1,168.52
	679518		01/19/2024	SUBSTITUTE TEACHER FOR CHILDCARE 01/08-01/12/24		799.00
Check	02/01/2024	10405	Accounts Payable	COOKE AND ASSOCIATES INCORPORATED		2,687.10
	Invoice		Date	Description	Check Sort Code	Amount
	195248		01/09/2024	BACKGROUND INVESTIGATIONS - 12/22/23		1,717.10
	195247		01/09/2024	BACKGROUND INVESTIGATIONS - 12/19/23		485.00
	195246		01/09/2024	BACKGROUND INVESTIGATIONS PHASE 1 -12/19/23		485.00

Check	02/01/2024	10406	Accounts Payable	ALAMEDA COUNTY INFORMATION TECHNOLOGY DEPARTMENT	3,474.50

Invoice	Date	Description	Check Sort Code	Amount
112-2312036	01/11/2024	AWS ACCESS FEE DECEMBER 2023		3,474.50

Check	02/01/2024	10407	Accounts Payable	DEPARTMENT OF JUSTICE	450.00

Invoice	Date	Description	Check Sort Code	Amount
705746	01/04/2024	FINGERPRINTING FEES- 12/23		450.00

Check	02/01/2024	10408	Accounts Payable	ALHAMBRA	300.61

Invoice	Date	Description	Check Sort Code	Amount
15734365011324	01/13/2024	WATER SERVICE 12/20 - 12/29/23		300.61

Check	02/01/2024	10409	Accounts Payable	FEDEX	45.95

Invoice	Date	Description	Check Sort Code	Amount
8-348-39008	12/15/2023	PACKAGE DELIVERY 12/6/23		42.55
9-667-02122	01/19/2024	PACKAGE DELIVERY 12/15/23 LATE FEE		3.40

Check	02/01/2024	10410	Accounts Payable	FOLSOM LAKE FORD	254,306.44

Invoice	Date	Description	Check Sort Code	Amount
FL2730	01/25/2024	2023 EXPLORER		63,576.61
FL2729	01/25/2024	2023 EXPLORER		63,576.61
FL2684	01/25/2024	2023 EXPLORER		63,576.61
FL2682	01/25/2024	2023 EXPLORER		63,576.61

Check	02/01/2024	10411	Accounts Payable	KARL FREDSTROM	91.20

Invoice	Date	Description	Check Sort Code	Amount
0124-012624EXP	01/25/2024	SUPPLIES-SWAT & EVENTS 01/24-01/26/24		91.20

Check	02/01/2024	10412	Accounts Payable	FREMONT FORD/AUTOBODY OF FREMONT	500.00

Invoice	Date	Description	Check Sort Code	Amount
429798	01/10/2024	CATALYTIC CONVERTER SERVICE 01/10/24		100.00
428665	12/13/2023	CATALYTIC CONVERTER SERVICE 12/13/23		100.00
428670	12/13/2023	CATALYTIC CONVERTER SERVICE 12/13/23		100.00
428121	11/29/2023	CATALYTIC CONVERTER SERVICE 11/29/23		100.00
428126	11/29/2023	CATALYTIC CONVERTER SERVICE 11/29/23		100.00

Check	02/01/2024	10413	Accounts Payable	GLADWELL GOVERNMENTAL SERVICES, INC.	900.00

Invoice	Date	Description	Check Sort Code	Amount
5306	01/03/2024	RECORDS RETENTION LEGAL REVIEW, UPDATE AND ADVICE FY23-24		900.00

Check	02/01/2024	10414	Accounts Payable	IDN WILCO	351.49

Invoice	Date	Description	Check Sort Code	Amount
10371133-00	01/12/2024	BLDG PADLOCKS		351.49

Check	02/01/2024	10415	Accounts Payable	CATHREENE INGHAM-WATTERS	73.75

Invoice	Date	Description	Check Sort Code	Amount
1030-121423EXP	01/18/2024	EXPENSE REIMBURSEMENT - MAIL, CANDY, MTG SUPP 10/30-12/14/23		73.75

Check	02/01/2024	10416	Accounts Payable	JOCELYN E. ROLAND	475.00

	Invoice	Date	Description	Check Sort Code	Amount
	22443	01/12/2024	PRE-EMPLOYMENT PSYCHOLOGICAL SCREENING -01/08/24		475.00
Check	02/01/2024	10417 Accounts Payable	JESSICA LOMELI		90.60
	Invoice	Date	Description	Check Sort Code	Amount
	011624EXP	01/18/2024	DOJ TOBACCO ENFORCEMENT TRAINING REIMBURSEMENT 01/16/24		32.83
	011224EXP	01/24/2024	CNT TRAINING REIMBURSEMENT 01/12/24		57.77
Check	02/01/2024	10418 Accounts Payable	MARK GOTHARD		250.00
	Invoice	Date	Description	Check Sort Code	Amount
	120723120723	01/19/2024	SENIOR CHAIR FITNESS 12/7/23		250.00
Check	02/01/2024	10419 Accounts Payable	MIKE YORKS INVESTIGATIONS		3,075.00
	Invoice	Date	Description	Check Sort Code	Amount
	2023-63	01/06/2024	BACKGROUND INVESTIGATIONS 12/20/23-01/06/24		3,075.00
Check	02/01/2024	10420 Accounts Payable	MILLER MANAGEMENT & CONSULTING GROUP		6,949.60
	Invoice	Date	Description	Check Sort Code	Amount
	2023-1110-02	11/10/2023	EMPLOYEE TRAINING: UNDERSTANDING COMMUNICATION STYLES 11/03/23		6,949.60
Check	02/01/2024	10421 Accounts Payable	PLAN JPA		1,420.50
	Invoice	Date	Description	Check Sort Code	Amount
	PLAN-2024-0137	01/10/2024	GENERAL LIABILITY PREMIUM FY23/24-DECEMBER 2023		1,420.50
Check	02/01/2024	10422 Accounts Payable	PREFERRED ALLIANCE INC		1,568.64
	Invoice	Date	Description	Check Sort Code	Amount
	0191565-IN	12/21/2023	RANDOM & NON-RANDOM DRUG TESTING ANNUAL FEE		1,568.64
Check	02/01/2024	10423 Accounts Payable	QUALITY SIGN & BANNER		350.86
	Invoice	Date	Description	Check Sort Code	Amount
	20231	01/23/2024	SIGNAGE FOR NEW SUPERVISOR'S OFFICE AND DIRECTOR		350.86
Check	02/01/2024	10424 Accounts Payable	HELEN QUE-GARCIA		24.26
	Invoice	Date	Description	Check Sort Code	Amount
	112323EXP	01/18/2024	HOLIDAY WREATH MATERIALS		24.26
Check	02/01/2024	10425 Accounts Payable	BRIAN SIMON		882.62
	Invoice	Date	Description	Check Sort Code	Amount
	1202-120623EXP	01/25/2024	CATO CONFERENCE 12/02-12/06/23		882.62
Check	02/01/2024	10426 Accounts Payable	SYSERCO INC		59,584.00
	Invoice	Date	Description	Check Sort Code	Amount
	21433	12/27/2023	STREETLIGHTS		59,584.00
Check	02/01/2024	10427 Accounts Payable	TYLER TECHNOLOGIES, INC.		390.00
	Invoice	Date	Description	Check Sort Code	Amount
	045-450099	12/27/2023	PROJECT MANAGEMENT - CONTRACT MANAGEMENT 12/23		390.00
Check	02/01/2024	10428 Accounts Payable	ULINE		592.61
	Invoice	Date	Description	Check Sort Code	Amount

	171502466		11/29/2023	FOLDING BENCHES FOR POOL DECK			592.61
Check	02/01/2024	10429	Accounts Payable	WSP USA ENVIRONMENT & INFRASTRUCTURE INC.			87.00
	Invoice		Date	Description		Check Sort Code	Amount
	S64114511		01/09/2024	MUNICIPAL STORMWATER INSPECTION SERVICES THROUGH 12/31/23			87.00
Check	02/01/2024	10430	Accounts Payable	BAUMANN , DENNIS & DIANE			12.22
	Invoice		Date	Description		Check Sort Code	Amount
	012424UUT-2		01/25/2024	UTILITY USERS TAX REFUND 08/05-11/21/23			12.22
Check	02/01/2024	10431	Accounts Payable	BEAN , RICHARD			1,000.00
	Invoice		Date	Description		Check Sort Code	Amount
	2024-00002117		01/29/2024	RICHARD BEAN'S MALO 50 YEAR ANNIVERSARY-NEW YEARS EVE 12/31/23			1,000.00
Check	02/01/2024	10432	Accounts Payable	FONG , CYNTHIA			24.00
	Invoice		Date	Description		Check Sort Code	Amount
	700158		01/25/2024	PARTIAL REFUND FOR SWIM CLASS			24.00
Check	02/01/2024	10433	Accounts Payable	GEE , CINDY			7.21
	Invoice		Date	Description		Check Sort Code	Amount
	012424UUT		01/25/2024	UTILITY USERS TAX REFUND 01/23/23 - 01/23/24			7.21
EFT	02/01/2024	857	Accounts Payable	SEDGWICK CLAIMS MANAGEMENT SERVICES, INC.	121000248 / 4942808510		12,599.63
	Invoice		Date	Description		Check Sort Code	Amount
	CC20240123095526		01/23/2024	CC-WC-CLAIM#4A2311YGMF50001 11/28/23			12,599.63
AP ZBA ACCOUNTS PAYABLE Totals:				Transactions: 36			$402,088.61

Checks:	35	$389,488.98
EFTs:	1	$12,599.63

STAFF REPORT

Item D. 2.

DATE	02/22/2024
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Approval of February 8, 2024, minutes

Attachments

Minutes

Draft

Thursday, February 8, 2024
7:00 P.M.

A. ROLL CALL

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

B. PRESENTATIONS

1. Introduction of employees

Mayor Hannon introduced Recreation and Community Services Nick Cuevas, Police Officers Thomas Dale and Justin Kim.

2. Commending John Mathews

Mayor Hannon presented a commendation to John Mathews for suggesting a catalytic converter labeling idea which has been implemented by the Newark Police Department.

Mayor Hannon announced that he would adjourn the meeting in memory of Nellie Hicks. Mrs. Hicks was murdered in 1972 and a suspect (deceased) was recently identified through DNA. He thanked Sergeant Homayoun, Detective Hunter, former Detective Nobbe, retired Detective Lundgren, and retired Captain Amaral for their work on this case.

Mayor Hannon introduced and recognized Cub Scouts Courtney and Conner.

C. PUBLIC COMMENT

No one from the public requested to speak.

D. CONSENT CALENDAR

Mayor Hannon removed D.4 for separate consideration.

Council Member Jorgens moved, Council Member Collazo seconded, to approve Consent Calendar items D.1 to D.3, and D.5, that the resolutions be numbered consecutively, and that reading of the titles suffice for adoption. The motion passed, 3 AYES, 2 ABSENT.

1. Approval of Audited Demands

2. Approval of January 25, 2024, minutes

3. Adopt a resolution approving an agreement with Ecamsecure, Inc. for the purchase of three mobile community police cameras
   Resolution No. 11614
   Contract No. 24010

4. Pulled for separate consideration - Motion accepting the Measure GG Transaction and Use Tax Oversight Committee Annual Report for Fiscal Year 2021-2022

5. Adopt a resolution approving amendments to the salary schedule adopted pursuant to Resolution No. 11608
   Resolution No. 11615

NONCONSENT

4. Motion accepting the Measure GG Transaction and Use Tax Oversight Committee Annual Report for Fiscal Year 2021-2022
   Motion approved

Mayor Hannon stated he pulled the item to commend Finance Department staff and Committee Members Elizabeth Macris, Jacinta Arteaga, Michael Marzano, Jim Lola, and Roy Pereira.

No one from the public requested to speak.

Mayor Hannon moved, Council Member Jorgens seconded, to approve a motion accepting the Measure GG Transaction and Use Tax Oversight Committee Annual Report for Fiscal Yer 2021-2022. The motion passed 3 AYES, 2 ABSENT.

E. PUBLIC HEARINGS

F. OTHER BUSINESS

G. CITY COUNCIL MATTERS

Council Member Jorgens complimented Recreation and Community Services Director Cuevas on his promotion and his staff for their work.

Council Member Collazo thanked the Maintenance Division for their storm response and Officer Jackman who responded to a broken window at her property. She thanked everyone involved in the catalytic labeling program and hoped that staff was looking into another resident idea to extend the turning lane on Cherry Street at Mowry Avenue. Happy Valentine's Day. Shop Newark.

Mayor Hannon thanked Deputy Economic Development Director Anne Stedler who is moving out of state.

H. CITY MANAGER UPDATES

I. CLOSED SESSION

J. ADJOURNMENT

Mayor Hannon adjourned the meeting at 7:37 p.m. in memory of Nellie Hicks.

STAFF REPORT

Item D. 3.

DATE	02/22/2024
TO	Honorable Mayor and City Council Members
FROM	Art Interiano, Deputy Community Development Director
SUBJECT	Adopt a resolution approving a First Amendment to the Contractual Service Agreement with Good City Company

SUMMARY AND RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the first Amendment to the Contractual Services Agreement with Good City Company to provide professional planning services.

BACKGROUND

The City has relied upon professional consultants to provide services and experience that City staff are unable to provide, such as technical traffic and circulation studies and environmental review services, as well as for additional services to supplement staff. For example, the City currently has several contractual service agreements with consultants for on-call professional city planning services and Public Works construction inspection, and civil engineering development plan review services. These consultant services agreements allow the City to address service and experience needs while maintaining high customer service levels. Good City Company was one of the on-call planning firms identified as part of a Request for Qualifications (RFQ) released in September 2020. In November 2020, the City Council approved Contractual Service Agreements (CSA) with three firms that responded to the RFQ to provide specific on-call planning services. Although Good City Company was not selected for a CSA, the firm was qualified to provide the requested services. In March 2021, the City entered into a CSA with Good City Company in the amount not to exceed $50,000.00 to provide professional planning services in order to increase capacity to perform critical customer service and plan review functions. Good City Company has provided these services since December 2023. The current contract allows Good City Company to provide services through the end of March 2024.

DISCUSSION/ANALYSIS

The need for front line capacity continues for the Community Development Department (CDD). In September 2023, the previous 4Leaf contract Associate Planner that was servicing Newark resigned, leaving a gap in service to perform entry-level Planning Division functions. The previous contract consulting planner assigned to Newark provided customer services, Single Family Design reviews, and various building permit

reviews. These services would have been difficult for the existing staff to perform and achieve the high service levels that are expected by the community. The consultant services have helped the City achieve the service capacity required to maintain CDD service levels during the elevated workload over the last few years. However, the current three-person team is expected to remain near its capacity to review the numerous building permit requests and project applications for various projects.

Staff recommends that the City amend the existing Good City Company CSA to increase the “not-to-exceed” amount by $100,000.00, thereby extending the amount of funds available for the contract planner and other policy planning work that needs to be accomplished in the calendar year for 2024. The scope of services would remain the same. Examples of services include responding to inquiries regarding technical planning matters at the public counter, responding to phone and/or email inquiries, processing entitlement applications, and completing building permit plan checks. The amendment would provide Good City Company consultant services approximately through the end of December 2024. Staff will reassess the need for entry-level staff as part of the 2024-2026 Biennial Budget process.

FISCAL IMPACT

There is sufficient unused appropriation for this amendment in the current budget due to changes in departmental plans and strategic priorities.

ENVIRONMENTAL/PLANNING COMMISSION REVIEW

There is no environmental impact associated with this action.

REVIEW AND APPROVAL

Prepared by - Art Interiano, Deputy Community Development Department
Reviewed 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

Resolution Good City Company

First Amendment Good City Company

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT WITH GOOD CITY COMPANY TO PROVIDE PROFESSIONAL PLANNING SERVICES

WHEREAS, On March 2, 2021 the City of Newark awarded a Contractual Services Agreement (the "Agreement") to Good City Company (the "Consultant") to provide professional planning services; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Manager is hereby authorized to execute the first amendment to the Contractual Services Agreement with Good City Company, in a form approved by the City Attorney, to provide technical assistance by individuals possessing experience consistent with minimum qualifications provided by the City and to increase the not to exceed amount of the Agreement by $100,000 for a total not to exceed amount of $150,000.

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 $150,000.

FIRST AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND GOOD CITY COMPANY

This First Amendment to Contractual Services Agreement between the City of Newark, a municipal corporation, ("City"), and Good City Company, a California Corporation ("Consultant") collectively the "Parties") dated March 2, 2021, is entered into as of _____ ___, 2024 for professional planning services.

RECITALS

WHEREAS, the Parties executed a Contractual Services Agreement (the "Agreement") for Good City Company (the "Consultant") to perform general professional planning services including; serving in an on-call capacity as project manager for planning entitlements projects, as well as to provide other current and advanced planning services including environmental review as requested from time-to-time, organizational support and, and to serve and support the City's affordable housing program efforts, housing policy development, and regional planning efforts.

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, to increase the not-to-exceed amount to One Hundred and Fifty Thousand Dollars $150,000; 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 $100,000.00, for a total not to exceed the amount of $150,000.00 (from a previous not to exceed amount of $50,000.00).

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: _____

Consultant

_____

[Name]
[Consultant]

Dated: _____

Attest:

_____
Sheila Harrington
City Clerk

Approved as to Form:

_____
Kristopher J. Kokotaylo
City Attorney

STAFF REPORT

Item D. 4.

DATE	02/22/2024
TO	Honorable Mayor and City Council Members
FROM	Jolie Macias, Captain
SUBJECT	Adopt a resolution authorizing the City Manager to enter a subscription agreement with Flock Group, Inc. for Automated License Plate Readers (ALPR) in the amount not to exceed $131,400

SUMMARY AND RECOMMENDATION

The City of Newark was awarded $986,444 in grant funding from the Board of State and Community Corrections (BSCC) to assist the city in addressing the increase in motor vehicle and motor vehicle accessory theft, primarily catalytic converters. The Newark Vehicle and Accessory Theft Prevention Program leverages technology and community partnerships to provide comprehensive, evidence-based public safety services to prevent vehicle and accessory theft. To accomplish program objectives, 6 fixed and 5 mobile automated license plate reader (ALPR) cameras are proposed additions to the current ALPR program. Permissible uses of the grant include the purchase of ALPR technology equipment and services to support strategies for preventing or responding to crime.

Staff recommends that the City Council, by resolution, approve an agreement with Flock Group, Inc. for ALPRs as a part of the Newark Vehicle and Accessory Theft Prevention Program.

BACKGROUND

The City of Newark currently has 20 fixed ALPR cameras located at various locations throughout the city including city entrances and exits. Newark has seen great success with the addition of ALPR cameras at these ingress and egress points of the city but has since discovered areas in need of improvement on the southern city border. Police sergeants have provided multiple examples of vehicles stolen where cameras did not capture images of the vehicles fleeing the city. Several vehicles were determined to have exited the southern border and later recovered in other jurisdictions. The installation of six additional fixed ALPR cameras will cover the identified gaps in the current camera deployment model and serve as a much-needed evidentiary resource.

Both motor vehicle and catalytic converter thefts occur in residential and commercial areas. From 2019 to 2022, 45% of catalytic converter thefts occurred in

commercial/industrial areas and 55% in residential areas, with an increase to 78% in residential areas for the first half of 2023. From 2019 to 2021, stolen vehicle thefts occurred primarily in commercial/industrial areas but shifted to 55% in residential areas in 2022. With the upward trend of vehicle and catalytic converter thefts occurring more frequently in residential areas, there is a need for mobile ALPR trailer-mounted to be deployed into various areas of the city to include residential streets.

The BSCC grant proposal includes the recommended purchase of four speed trailers, to which mobile ALPR cameras can be affixed. The mobile trailer features radar technology that displays vehicle speed to encourage speed reduction and the ability to collect traffic data. The mobile speed trailer with ALPR cameras will be rotated throughout the City by Police Department staff based upon crime data gathered by the City's Crime Analyst.

The City of Newark additionally owns a trailer that is not being used because it contains an outdated PIPS Technology brand camera. This was purchased in 2018. This unit is not in use due to outdated and unsupported technology, but the trailer itself is in good working condition.

DISCUSSION/ANALYSIS

The City's existing Contractual Services Agreement with Flock Group, Inc. was executed on June 15, 2022, and will be up for renewal on June 15, 2025, with a current not-to-exceed amount of $164,500 (Attachment B. Flock Agreement 2022). Staff recommends that the City Council approve a Contractual Services Agreement with Flock Group, Inc. to keep the BSCC reimbursable activities separate from the current agreement (Attachment C. Flock Agreement 2024). Newark Municipal Code Section 3.04.080(B)(1) provides that competitive bidding is not required where the city's requirements can be met solely by a single patented article or process or provider. In this instance, Flock is the sole provider of the City's ALPR cameras and thus competitive bidding is not required for this agreement.

Over the course of the next three years of this agreement, six additional fixed ALPR cameras are proposed for the following locations:
Southbound Balentine Drive, north of Stevenson Boulevard
Eastbound Stevenson Boulevard, west of Balentine Drive (2 cameras)
Southbound Cherry Street, north of Stevenson Boulevard (2 cameras)
Southbound Cedar Boulevard, north of Stevenson Boulevard

Five mobile ALPR cameras will be mounted upon mobile radar speed trailers. Four will be mounted on new speed trailers that will be purchased with grant funding and one will be mounted on the trailer that is currently not being used because it contains the outdated PIPS Technology brand camera.

Grantees are required to provide the BSCC with financial invoices and quarterly progress reports for approved purchase reimbursement. The first year cost is $45,400, with years two and three recurring at $43,000. The total contract not to exceed amount of $131,400 will be reimbursed through the BSCC ORT Grant. This contract would

start early calendar year 2024 through 2027.

FISCAL IMPACT

Pursuant to Newark Municipal Code Section 3.40.080(B)(1), the City is not required to conduct formal bidding when the City's requirements can be met solely by a single patented provider. City Council approval is required for contracts that exceed $75,000.

Flock Safety ALPRs are a leased professional service and therefore charged to a budget line item described as Consultant/Professional Services. Resolution 11568 (Attachment D) previously approved an appropriation of $438,200 to the BSCC Grant Fund (Fund 234). There is currently sufficient budget appropriation.

REVIEW AND APPROVAL

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

Attachments

921_Resolution_Flock_Agrm
C. 2024 Flock Agreement
B. 2022 Flock Agreement
D. Resolution 11568

RESOLUTION NO. XXXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AN AGREEMENT WITH FLOCK GROUP, INC. FOR AUTOMATED LICENSE PLATE READERS IN AN AMOUNT NOT TO EXCEED $131,400.

WHEREAS, the Newark Police Department has been selected to receive the State of California Board of State and Community Corrections (BSCC) Organized Retail Theft Prevention grant to support local law enforcement agencies in the preventing and responding to organized retail theft, motor vehicle or motor vehicle accessory theft, or cargo theft;

WHEREAS, funding in the amount of $986,444 has been allocated to the Newark Police Department for the Newark Vehicle and Accessory Theft Prevention Program (NVATPP) that will leverage technology and community partnerships to provide comprehensive, evidence based public safety services to prevent motor vehicle and vehicle accessory theft; and

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED that the City Council of the City of Newark does hereby authorize the City Manager to execute an agreement, in a form approved by the City Attorney, with Flock Group, Inc., in the not-to-exceed amount of $131,400, for the lease of ALPRs.

BE IT FURTHER RESOLVED that there is sufficient appropriation in the BSCC Grant Fund (Fund 234) to support this agreement.

Flock Safety + CA - Newark PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Jake Sherman
jake.sherman@flocksafety.com
8187467444

flock safety

ORDER FORM

This order form ("**Order Form**") hereby incorporates and includes the terms of the previously executed agreement (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "**Effective Date**")

Customer:	CA - Newark PD	Initial Term:	36 Months
Legal Entity Name:	CA - Newark PD	Renewal Term:	24 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	37101 Newark Blvd Newark, California 94560	Billing Frequency:	Annual - First Year at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$43,000.00**
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ® Flex Bundle	Included	5	Included
Flex - Trailer Kit	Included	5	Included
Flock Safety Falcon ®	Included	6	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$650.00	3	$1,950.00
Professional Services - Existing Infrastructure Implementation Fee	$150.00	3	$450.00
		Subtotal Year 1:	$45,400.00
		Annual Recurring Subtotal:	$43,000.00
		Estimated Tax:	$8,062.50
		Contract Total:	$131,400.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$45,400.00
Annual Recurring after Year 1	$43,000.00
Contract Total	$131,400.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Customer: CA - Newark PD**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	PO Number: _____

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CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND FLOCK GROUP INC. FOR COMMUNITY SAFETY CAMERAS WITH AUTOMATED LICENSE PLATE READERS

THIS AGREEMENT for consulting services is made by and between the City of Newark ("City") and Flock Group Inc. ("Consultant") (together sometimes referred to as the "Parties") as of June 15, 2022 (the "Effective Date").

RECITALS

WHEREAS, Consultant offers a software and hardware solution for automatic license plate detection through Consultant's technology platform (the "Flock Service"), and upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles ("Footage") and can provide notifications to City upon the instructions of Non-Agency End User ("Notifications");

WHEREAS, City desires access to the Flock Service on existing cameras, provided by City, or Consultant provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Consultant deletes all Footage on a rolling thirty (30) day basis, City is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing and for prosecutorial/administrative purposes; and

WHEREAS, Consultant desires to provide City the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering.

NOW, THEREFORE, the parties agree as follows and further agree to incorporate the Recitals into this Agreement.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, incorporated by reference herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 15, 2025, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time

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provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.

1.5 Section Reserved.

1.6 Section Reserved.

1.7 Section Reserved.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $164,500, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;

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- The beginning and ending dates of the billing period;

- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;

2.2 Payment. This Agreement is a three-year contract. City shall pay the total amount of 164,500 over three annual terms of this Agreement, with the first two-year costs in the amount of $112,000 paid during the first annual term and $52,500 paid during the third annual term of this Agreement.

City shall pay the total amount of $112,000 for the first annual term of this Agreement, in three (3) payments, calculated as fifty percent (50%) of the total first two years of this Agreement at the time of signing this Agreement in the amount of $56,000.00 followed by an installment payment of twenty-five (25%) of the first two years of this Agreement at the time of completion of first installation in the amount of $28,000.00, and a final payment in the amount of twenty-five (25%) of the first two years of this Agreement at the time of completion of final installation in the amount of $28,000.00. For each annual term of the Agreement thereafter, the City shall make two (2) installment payments, each comprised of 50% of the annual fee.

2.3 Reserved.

2.4 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

2.6 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 Payment upon Termination. In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as

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of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than $1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

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The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Consultant, its employees, agents, and subcontractors.

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Consultant shall submit the following:

a. Certificate of Liability Insurance in the amounts specified in the section; and

b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.

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c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.

d. For any claims related to this Agreement or the work hereunder, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

4.2.4 Submittal Requirements. To comply with Subsection 4.2, Consultant shall submit the following:

a. Certificate of Liability Insurance in the amounts specified in the section;

b. Additional Insured Endorsement as required by the section;

c. Waiver of Subrogation Endorsement as required by the section; and

d. Primary Insurance Endorsement as required by the section.

4.3 Professional Liability Insurance.

4.3.1 General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $150,000 per claim.

4.3.2 Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of

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this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy.

4.3.4 Submittal Requirements. To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.4 Section Reserved.

4.5 All Policies Requirements.

4.5.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.5.2 Verification of Coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.5.3 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.5.4 Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.5.5 Endorsement Requirements. Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

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4.5.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.6 **Submittal of Proof of Insurance Coverage.** All certificates of insurance and original endorsements effecting coverage required in this Section 4 must be electronically submitted through the City's online insurance document management program, PINS Advantage. Contractor shall comply with all requirements provided by City related to the PINS Advantage program.

4.7 **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:

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

Section 5. **INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.** Refer to the attached Exhibit C, which is incorporated herein and made a part of this Agreement.

Section 6. **STATUS OF CONSULTANT.**

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

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6.2 **Consultant Not an Agent.** 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.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

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8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. No Party may assign this Agreement or any interest therein without the prior written approval of the other Party. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

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Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

9.2 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds $10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any

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provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.,* and, if applicable, will be disqualified from holding public office in the State of California.

At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the Newark City Clerk for the Form 700 and directions on how to prepare it.

10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

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10.9 **Contract Administration.** This Agreement shall be administered by the Police Business Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 **Notices.** Any written notice to Consultant shall be sent to:

Flock Group Inc.
1170 Howell Mill Rd NW Suite 210
Atlanta, GA 30318

Any written notice to City shall be sent to:
Newark Police Department
c/o Gina Anderson
37077 Newark Blvd
Newark, CA 94560

With a copy to:
City of Newark
Department of Finance
c/o Purchasing Agent
37101 Newark Blvd.
Newark, CA 94560

10.11 **Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

_____ Seal and Signature of Registered Professional with report/design responsibility.

10.12 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, and C represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A	Scope of Services
Exhibit B	Compensation Schedule & Reimbursable Expenses
Exhibit C	Indemnification

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10.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 **Certification per Iran Contracting Act of 2010.** In the event that this contract is for one million dollars ($1,000,000.00) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

10.15 **Force Majeure.** Consultant is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of City or any Authorized End User.

SIGNATURES ON FOLLOWING PAGE

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The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF NEWARK

DocuSigned by:
David Benoun 6/20/2022
075767B2C2304C4...
David J. Benoun, City Manager

FLOCK GROUP, INC.

DocuSigned by:
Mark Smith 6/17/2022
AC5C931454C24F3...
Mark Smith, General Counsel

Attest:

DocuSigned by:
Sheila Harrington 6/20/2022
AD90089DBABE45E...
Sheila Harrington, City Clerk

Approved as to Form:

DocuSigned by:
Kristopher Kokotaylo 6/17/2022
ABFC8AFEC9714E4...
Kristopher Kokotaylo, City Attorney

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EXHIBIT A

SCOPE OF SERVICES

Flock Group Inc. (referred to herein as Consultant or Flock) will install twenty (20) Flock cameras on a Flock pole or existing infrastructure in specified locations.

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1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "Agency Data" will mean the data, media and content provided by City through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2 "Agency Hardware " shall mean the third-party camera owned or provided by City and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "Agency Hardware " excludes the Embedded Software

1.3 "Authorized End User(s)" shall mean any individual employees, agents, or contractors of City permissibly accessing or using the Services through the Web Interface, under the rights granted to City pursuant to this Agreement.

1.4 "Documentation" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.5 "Embedded Software" will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.

1.6 "Flock IP" will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to City and/or its Authorized End Users in connection with the foregoing.

1.7 "Footage" means still images and video captured by the Agency Hardware in the course of and provided via the Services.

1.8 "Hardware" or "Flock Hardware" shall mean the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term "Hardware" excludes the Embedded Software.

1.9 "Implementation Fee(s)" means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 "Installation Services" means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.

1.11 "Non-Agency End User(s)" shall mean any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the

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rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.12 "Services" or "Flock Services" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

1.13 "Support Services" shall mean Monitoring Services, as defined in Section 2.9 below.

1.14 "Unit(s)" shall mean the Agency Hardware together with the Embedded Software.

1.15 "Usage Fee" means the subscription fees to be paid by the City for ongoing access to Services.

1.16 "Web Interface" means the website(s) or application(s) through which City and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to City a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for City's designated administrator, listed on the order form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username ("User ID"). Flock will also provide City with the Documentation to be used in accessing and using the Services. City shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by City, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by City. City shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which makes the Services available to City and Authorized End Users. Warranties provided by said third party service providers are the City's sole and exclusive remedy and Flock's sole and exclusive liability with regard to such third-party services, including without limitation hosting the web interface. City agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to City from time to time.

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2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants City a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware; in each case, solely as necessary for City to use the Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to City a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency 's in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

2.4 **Usage Restrictions.**

a. **Flock IP.** The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("Permitted Purpose"). City will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and City acknowledges that nothing in this Agreement will be construed to grant City any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

b. **Flock Hardware.** City understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to City upon execution of this Agreement. City is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.4, City agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(a), all warranties herein shall be null and void, and this

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Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by City.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and City acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. City further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend City's and any Authorized End User's access to any portion or all of the Flock IP or Flock Hardware if Flock reasonably determines that: (a) there is a threat or attack on any of the Flock IP; (b) Agency 's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) City has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a "Service Suspension"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that City or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by City's direct actions or by the actions of parties associated with the City, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the City's account that have been impacted.

2.7 Installation Services.

a. Designated Locations. For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise City on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock may consider input from City regarding location, position and angle of the Units (each Unit location

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so designated by Agency, a "Designated Location"). Flock shall have final discretion on location of Units. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations as a result of delay in installation due to City's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location. After installation, any subsequent changes to the deployment plan ("Reinstalls") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at https://www.flocksafety.com/reinstall-fee-schedule) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have full discretion on decision to reinstall Flock Hardware.

b. **Agency Installation Obligations.** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available City is solely responsible for providing a reliable source of 120V AC power to the Units, if necessary. Additionally, City is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("Agency Installation Obligations"). In the event that a Designated Location for a Unit requires permits, Flock will provide the City with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Units from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If City refuses alternative power supply options, City agrees and understands that City will not be

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subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to City if City did not address them prior to the execution of this Agreement or a third party requires Flock to pay. City represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of City Hardware.

c. **Flock's Obligations.** Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. City understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to City Hardware.

d. **Security Interest.** Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to City . City shall not perform any acts which would interfere with the retention of title of the Hardware by Flock. Should City default on any payment of the Flock Services, Flock may remove Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of City's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

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2.9 **Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise City on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("Monitoring Services"). Subject to the terms hereof, Flock will provide City with reasonable technical and on-site support and maintenance services ("On-Site Services") in-person or by email at support@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 **Special Terms.** From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement, upon City's consent. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.11 **Changes to Platform.** Flock may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 City **Obligations.** Flock will assist City end-users in the creation of a User ID. City agrees to provide Flock with accurate, complete, and updated registration information. City may not select as its User ID a name that City does not have the right to use, or another person's name with the intent to impersonate that person. City may not transfer its account to anyone else without prior written permission of Flock. Unless otherwise required by law, City will not share its account or password with anyone, and must protect the security of its account and password. City is responsible for any activity associated with its account. City shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. City will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, City facilities, as well as by means of assistance from City personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 **Agency Representations and Warranties.** City represents, covenants, and warrants that City will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws

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relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor City'suse of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "Receiving Party") understands that the other Party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of City includes non-public data provided by City to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units. . The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send City alerts, such as when a car exits City's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, at which time the Parties agree that the Receiving Party will give the Disclosing Party reasonable prior notice of such disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. City hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any

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Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 **Agency Data.** As between Flock and City , all right, title and interest in the Agency Data, belong to and are retained solely by City . City hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to City , including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between City and Non-Agency End Users that have prescribed access of Footage to Agency, each of City and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of City . Flock will automatically delete Footage older than thirty (30) days. City has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 **Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 **Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify City or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. City acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data input into the Services (the "Aggregated Data"). City hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement

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for investigative purposes only. No rights or licenses are granted except as expressly set forth herein. Flock shall not sell Agency Data or Aggregated Data.

5. REMEDY; WARRANTY AND DISCLAIMER

5.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "Defect"), City must notify Flock's technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after City notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, City may request that Flock replace the Unit at a fee according to the then-current Reinstall Policy (https://www.flocksafety.com/reinstall-fee-schedule). City shall not be required to replace subsequently lost, damaged or stolen Units, however, City understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Units and that Flock will have no liability to City regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Hardware that has been lost, stolen or damaged for reasons other than a Defect.

5.2 Exclusions. Flock will not provide the remedy described in Section 5.1 if City is found to have misused the Flock Hardware, Agency Hardware or Embedded Software in any manner.

5.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

5.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 5.1 ABOVE IS CITY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE

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PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 5.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE OF CALIFORNIA.

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EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Name	Price	Quantity	Year 1 Subtotal	Year 2 Subtotal	Year 3 Subtotal
Flock Falcon Camera	$2,500.00	20.00	$50,000	$50,000	$50,000
Professional Services – Falcon Standard Implementation (one time fees)	$350.00	20.00	$7,000.00		
Flock Safety ≤ 25 Falcons Advanced Search	$2,500.00	1.00	$2,500.00	$2,500.00	$2,500.00
Total Paid per year			$112,000	Years 1 & 2 paid in Year 1	$52,500.00
Total					$164,500.00

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EXHIBIT C

INDEMNIFICATION

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services called for or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

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Let's defeat crime together

Customer Implementation Guide: Law Enforcement

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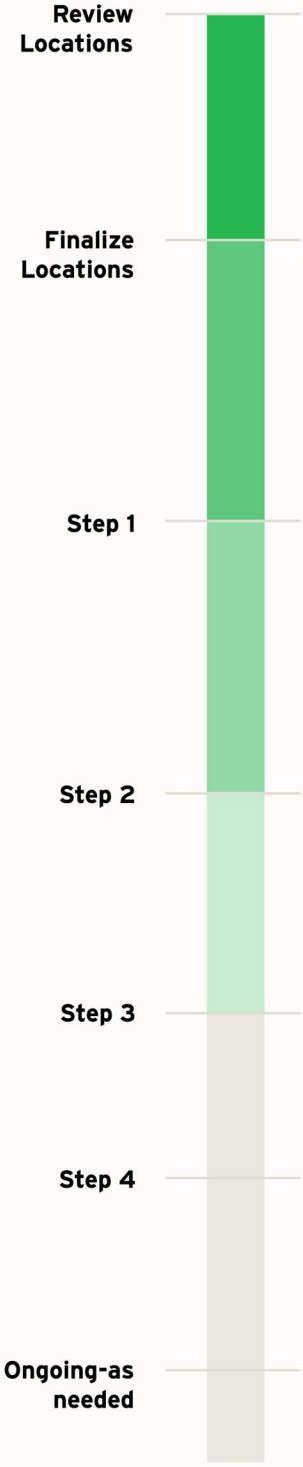
Help Center 19

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Implementation Timeline

This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:



Review Locations

Confirm camera locations with your sales representative

Flock: Your Sales representative will present several viable options for camera locations

Customer: Review Deployment Plan & approve camera locations

Please Note: If Public Works is required to move forward, please obtain approval.

Finalize Locations

Prepare for finalized camera locations

Flock: Confirm Deployment Plan and signed agreement. Flock will move forward with next steps for locations that don't need permits (minimum 10 locations needed to move forward with partial installation)

Customer: Prepare the below items, as needed

- If permits are required, begin application process
- If cameras will be AC-powered, hire an electrician/street department

Step 1

Conduct On-site Survey & place flags:

Flock: Flock technician conducts site survey to (1) evaluate solar or power access, (2) check line of sight to the road, and (3) evaluate cellular service in the area. When the technician deems the locations suitable, s/he will place a white flag at each spot.

Please note: If the initially determined locations don't meet Flock standards, we will evaluate a new location, obtain customer approval, and redo a site survey. This may push timeline for installation.

Step 2

Call 811

Flock: Flock Safety will coordinate with Call 811 to mark each camera location for underground utilities within a 10-foot radius.

Please Note: Call 811 is a government service, so turnaround times may vary and is outside of Flock control

Step 3

Schedule installation:

Flock: Flock will (1) ship any site specific materials that the technician does not have locally (2) schedule the installation date

Step 4

Install & Validate Cameras

Flock: After installation, your Customer Success Manager will confirm that cameras are capturing footage well and functioning properly. They will then give you full access to the system along with helpful training resources.

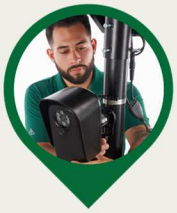
Ongoing-as needed

Finalize any Installation needs

Flock: While we typically complete installations within 4 weeks of finalizing locations, delays may occur due to external factors. In these instances, we will continue to work through this process until your cameras are fully installed and operational.

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Implementation Team

Implementation Team	How they will support you
Project Manager 	Your **Project Manager** is your **primary contact during camera installation.** • Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager.
Field Operations Team 	• The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of the product. • They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the cameras are installed quickly and safely and in a way that maximizes the opportunity to solve crime at a specific location. • ***Note*:** For **all Installation questions or concerns**, please always direct them to your **Customer Success Manager** and not the technician.
Product Implementation Specialist 	Your **Product Implementation Specialist** is your **technical product expert.** They will help translate your goal for using Flock Safety cameras into a technical plan that can be executed and enable you to solve crime. **Your specialist will work your Sales Rep to:** • Review the cameras in your deployment • Ensure that the deployment plan is set up for success from a technological standpoint in addition to meeting your goals for the product • If any of your locations require permits, a member of the Product Implementation team will assist you in packaging your application(s).

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Relationship Team	How they will support you
Customer Success Manager 	Your **Customer Success Manager** is your **strategic partner** for your lifetime as a Flock customer. While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system. Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to: • Set up Account Training • Understand benefits of features • Learning best practices for getting relevant data • Identifying opportunities to expand the security network in your area • Provide feedback on your partnership with Flock
Flock Safety Support 	The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. To **get in touch with support**, simply email **support@flocksafety.com**. Support can help you: • Request camera maintenance • Troubleshoot online platform • Contract / Billing questions • Update account information • Camera Sharing questions • Quick "How to" questions in your Flock Account

Please Note: On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

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Outside Party	When they may be involved
Electrician/ Street Department	If the Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity
Public Works (LE)	To weigh in on the use of public Rights of Way or property
Department of Transportation (DOT), City, or County agencies	If installation in your area requires permitting

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Implementation Service brief: Standard VS Advanced

Standard Implementation

Cost = $350 / camera (one time cost)

Included in scope:

Once Designated Locations are confirmed, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
    - Engage 811 'Call-before-you-Dig' system to receive legal dig date
    - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
    - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**
    - Installation of camera and solar panel on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
    - Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
        - *Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our electrical wiring requirements (link). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.*
    - Access requiring up to a 14' A-frame ladder
    - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

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Not included in scope:

Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- Cannot NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required City, County, or State permits

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Advanced Implementation

Cost = $750 / camera (one time cost)

Included in scope: Once Designated Locations are confirmed, as part of the **Advanced Implementation Service**, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
    - Engage 811 'Call-before-you-Dig' system to receive legal dig date
    - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
    - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**
    - Installation of camera and solar panel on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion) or **NCHRP 350 or MASH approved pole**, if necessary.
        - ***Pole Options - Northern and Coastal***
        - ***Pole Options - Non-Winterized, Non-Coastal***
        - ***Pole Options - Georgia***
        - ***Pole Options - Texas***
    - Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
        - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our electrical wiring requirements (**link**). Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
    - Access requiring up to a 14' A-frame ladder
    - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

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Not included in scope:

By default, Flock does **not** include the following as part of the Advanced Implementation Service but can optionally provide a quote for sourcing (additional cost):

- A Bucket Truck for accessing horizontal/cross-beams
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)

Any fees or costs associated with filing for required City, County, or State permits

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Things to Consider when Picking Locations

Falcon Cameras

- Use Cases
  - Flock LPRs are designed to capture images of rear license plates aimed in the direction of traffic.
  - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections.
- Placement
  - They capture vehicles driving away from an intersection.
  - They cannot point into the middle of an intersection.
  - They should be placed after the intersection to prevent stop and go motion activation or "stop and go" traffic.
- Mounting
  - They can be mounted on existing utility, light, traffic signal poles, or 12 foot Flock poles. ***NOTE** Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies*.
  - They should be mounted one per pole*. If using AC power, they can be mounted 2 per pole.
    - *Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
- They can be powered with solar panels or direct wire-in AC Power (no outlets). ****NOTE**** Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services should be completed within two days of installation to prevent the camera from dying.
- They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.

Solar Panels

- Solar panels need unobstructed southern-facing views.

Pole

- If a location requires a "DOT Pole" (i.e., not Flock standard pole), the implementation cost will be $750/camera.

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Customer Responsibilities: AC-Powered Cams

If the Flock cameras need to be AC-powered, the customer is responsible for acquiring an electrician and ensuring they connect the camera to power. **See steps 2 and 6 below.**

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Don't Let Access to Solar Limit Your Power Needs

The Flock Safety license plate reading camera system can leverage AC power to help your community solve crime no matter the location.



Easy to Use Install Power Kit

Work with Local Electricians

Efficient Quote & Installation Process

How to Get Started with a Powered Install

1. Create a Deployment Plan
Work with Flock to select the best location(s) for your cameras and power sources.

2. Acquire an Electrical Quote
Contact an electrician to receive a quote to run 120volt AC power to the camera.

3. Sign Flock Safety Agreement
Sign the Flock Safety purchase order to begin the installation of the cameras.

4. Conduct Site Survey
Flock will mark camera locations, locate underground utilities and mark if present.

5. Install Camera
Flock will install the camera and AC power kit at the specified camera location.

6. Connect Camera to Power
Notify the electrician that the camera is ready for the power connection installation.

www.flocksafety.com | 866-901-1781

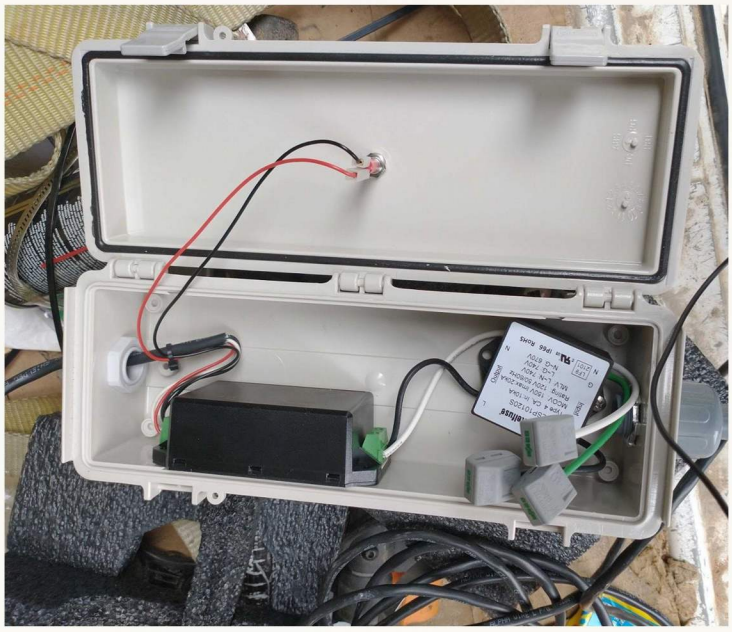
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Visit **flocksafety.com/power-install** for the complete plan, FAQs & to get started!

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Electrician Handout

Electrician Installation Steps

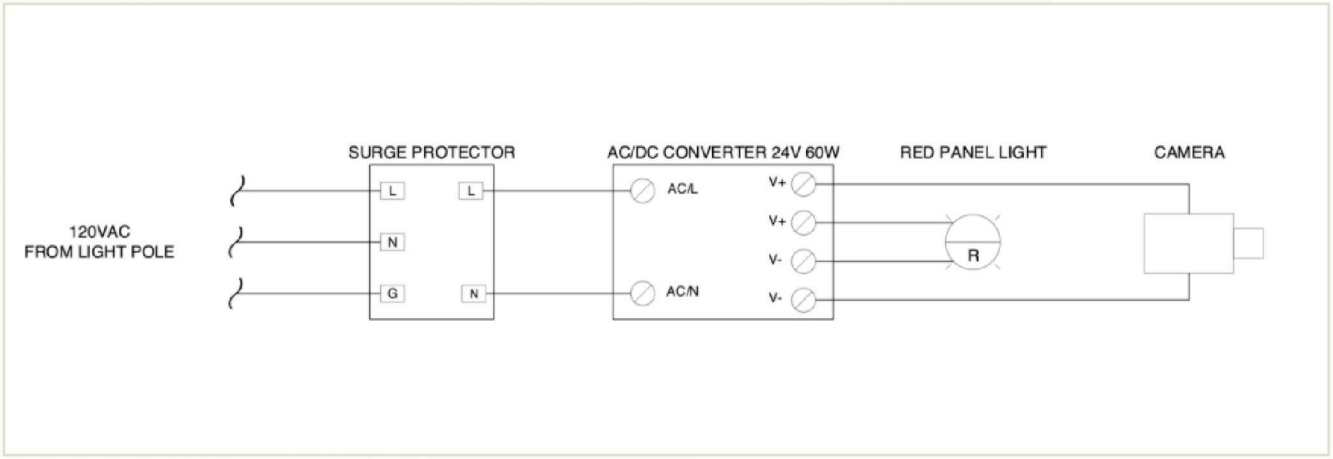


1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts 1/2" conduit.
2. Open the box using hinges.
3. Connect AC Mains per wiring diagram below:
    - Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
    - Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
    - Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on-site, call Flock, who will remotely verify that power is working correctly:

Southeast Region - (678) 562-8766

West-Region - (804) 607-9213

Central & NE Region - (470) 868-4027



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FAQs about AC-Powered Flock Cameras

- **What voltage is supported?** The AC kit is designed to work with 120VAC infrastructure by default. A 240VAC version is available on request.
- **How much power does this consume?** Peak current draw is 1.5 A at 120VAC. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer vehicles are present.
- **Who is responsible for contracting the electrician?** The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.
- **Who is responsible for maintenance?** Flock will handle all maintenance related to Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.
    - If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated, the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.
- **How much does it cost?** Work required to bring AC power to each location will be different, so exact pricing is unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.
- **What information do I need to provide my electrician?** The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of the existing power infrastructure before creating the deployment plan.
- **Can you plug it into my existing power outlet?** The Flock AC power adapter does not use a standard outlet plug but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged, presenting a tampering risk to this critical safety infrastructure. The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.
- **How long does this process typically take?** The installation process typically takes 6-8 weeks. To accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.
- **What kind of electrician should I look for?** Any licensed electrician should perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.
- **What happens if the electrician damages the equipment?** The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

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- **When should the electrician perform his work?** Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.
- **What if my electrician has questions about Flock's AC Kit?** You should share the **AC-Power Kit Details** packet with the electrician if they have questions.
- **What if the AC power is on a timer?** Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.

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Installation Service Brief Summary

Below outlines the statement of work for the Flock Camera Installation:

What is covered by Flock	What is NOT covered by Flock	Special note
Flock Cameras & Online Platform	Traffic Control and any associated costs	
Mounting Poles	*DOT Approved Pole cost Electrician & ongoing electrical costs	
AC Power Kit (as needed)	Engineering Drawings	
Solar Panels (as needed)	Relocation Fees	*Excluding changes during initial installation*
Site Surveys and Call 811 Scheduling	Contractor licensing fees	
Installation Labor Costs	Permit application processing fees	
Customer Support / Training	Specialist mounting equipment	*Including, but not limited to, **MASH poles or adapters*
Cellular Data Coverage	Bucket trucks	
Maintenance Fees (review **Fees Sheet** for more details)	Loss, theft, damage to Flock equipment	
Data storage for 30 days	Camera downtime due to power outage	*Only applicable for AC-powered cameras*

*If a location requires a "DOT pole" (i.e., not our standard), the implementation cost will be $750/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

**MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

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Permitting: Pre-Install Questionnaire

1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline.** Law enforcement agencies and city governments can work with their local Public Works or Department of Transportation offices directly to help expedite the process. When Flock Safety customers manage the permitting processes, results tend to come more quickly.
- Can your agency own the permitting process with Flock Safety's assistance?

2. Right of Way

- Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the city, county, or state Right of Way (RoW)?
  - What is the RoW buffer?
  - Will additional permits or written permission be required from third-party entities (such as DOT, power companies, public works, etc.)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
  - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
    - Note: A bucket truck is required if the height exceeds 15 feet tall.

3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered installation kit? (**Link**)
- If solar-powered, consider the size of the solar panel and potential to impact the visibility of DOT signs/signals:
  - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
  - Double Panel: 21.25" x 28" x 2" (LxWxD)

4. Traffic Control & Installation Methods

- **If a bucket truck is required**, this typically necessitates an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?**
  - Note: If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.
- **If full traffic control is required (cones, arrow boards, etc.):**
  - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices **(MUTCD).**
  - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
  - Are there state-specific special versions/variances that must be followed?

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- **If a bucket truck is *not* required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
    - Note: In some states (i.e., arrow boards), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

5. Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete before proceeding (ex., business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

6. Contacts

- If Flock Safety needs to interface directly with the departments, please share the contact information of the following departments:
    - Permitting
    - Public Works
    - Traffic Department

Professional Services Fee Schedule

- Camera relocation, existing pole non-AC powered = $350
- Camera relocation, Flock pole and/or AC powered = $750
- Camera replacement as a result of vandalism, theft, or damage = $500
- Pole replacement as a result of vandalism, theft, or damage = $500
- Trip charge = $350
    - Examples:
        - Angle adjustment (elective)
        - Install additional Flock signage

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Billing

5.1b Falcon Fees. For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee, and any fee for Hardware (as described on the Order Form, together with the "Initial Fees") as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees. The Agency shall pay on or before the 30th day following receipt of the invoice.

Upon completion of installation, Flock will issue an invoice for the remaining balance, and Agency shall pay on or before the 30th day following receipt of the final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the anniversary of the Effective Date.

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). The Term shall commence upon first installation and validation of a Unit. Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form (each, a "**Renewal Term**," and together with the Initial Term, the "**Service Term**") unless either party gives the other party notice of non-renewal at least thirty (30) days before the end of the then-current term.

DocuSign Envelope ID: DA39168D-7920-4F7B-8EF4-D338F542AA4F

Help Center

Our Help Center is filled with many resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

How do I search camera footage?

How do I add a user?

How do I add a vehicle to my own Hot List?

How do I enable browser notifications for Hot List alerts?

How do I get text alerts for Hot List?

How do I request camera access from other nearby agencies?

How do I use the National Lookup to search for a plate? *(National Lookup - network of law enforcement agencies that have opted to allow their network of Flock cameras to be used for searches)*

How do I reset my / another user's password?

Customer Support

You can reach our customer support team anytime by emailing **support@flocksafety.com**. They can help answer any "How-To" questions you may have.

RESOLUTION NO. 11568

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY TO ACCEPT THE STATE OF CALIFORNIA BOARD OF STATE AND COMMUNITY CORRECTIONS ORGANIZED RETAIL THEFT PREVENTION GRANT AWARD AND AMENDING THE 2022-2024 BIENNIAL BUDGET

WHEREAS, the City of Newark has been selected to receive the State of California Board of State and Community Corrections (BSCC) Organized Retail Theft Prevention grant to support local law enforcement agencies in the preventing and responding to organized retail theft, motor vehicle or motor vehicle accessory theft, or cargo theft; and

WHEREAS, the State Budget Act of 2022 (Senate Bill 154, Chapter 43, Statutes of 2022) established the Organized Retail Theft (ORT) Prevention Grant Program, providing funding of $242,250,000 to California city police departments, sheriff departments, and probation departments to support local law enforcement agencies in preventing and responding to organized retail theft, motor vehicle or motor vehicle accessory theft, or cargo theft. Permissible uses of the grant include, but are not limited to, purchase of technology or other equipment to help deter strategies for preventing or responding to crime; and

WHEREAS, the City Council, pursuant to Resolution No. 11527, previously authorized the City Manager to submit a grant proposal and execute a grant agreement with the BSCC for an ORT grant; and

WHEREAS, funding in the amount of $986,444 has been allocated to the Newark Police Department for the Newark Vehicle and Accessory Theft Prevention Program that will leverage technology and community partnerships to provide comprehensive, evidence based public safety services to prevent motor vehicle and vehicle accessory theft; and

WHEREAS, no match is required for this funding; and

WHEREAS, the City of Newark will provide the BSCC with a financial audit that covers the service delivery period of the grant (October 1, 2023 – December 31, 2026). The audit report will be due no later than June 1, 2027.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark authorizes the City to accept the ORT Prevention grant through the BSCC and authorizes the City Manager to take all actions necessary to effectuate the intent of this resolution.

BE IT FURTHER RESOLVED that the City Council of the City of Newark approves an amendment to the 2022-2024 Biennial Budget and Capital Improvement Program as follows:

FR: 234.30.031.310.4792.BSCC.ORT	BSCC Grant Award	$986,444
TO: 234.30.031.310.5120.BSCC.ORT	Police Service Aid Personnel Costs	$79,131
TO: 234.30.031.310.6120.BSCC.ORT	Special Department Supplies	$11,800
TO: 234.30.031.310.6220.BSCC.ORT	Consultant/Professional Services	$438,200
TO: 234.30.031.310.6440.BSCC.ORT	Travel/Lodging/Meals	$8,000
TO: 234.30.031.310.6450.BSCC.ORT	Training & Education	$1,000
TO: 234.30.031.310.8052.BSCC.ORT	Vehicles	$210,000
TO: 234.30.031.310.8053.BSCC.ORT	Special Police Equipment	$150,000
TO: 234.30.031.310.8053.BSCC.ORT	Internal Services	$88,313

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on October 14, 2023, by Council Member Bucci who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

AYES: Council Members Bucci, 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

STAFF REPORT

Item E. 1.

DATE 02/22/2024

TO Honorable Mayor and City Council Members

FROM Roya Gonzalez, Senior Management Analyst

SUBJECT Public hearing pursuant to Government Code Sections 4217.10, et seq. to adopt certain findings and adopt a resolution authorizing the City Manager to execute Energy Services Agreements with FTP BTM Solar, LLC (ForeFront Power) for the design, financing, construction, installation, operation and maintenance of carport mounted solar photovoltaic systems at the Geroge M. Silliman Center and Newark Civic Center

SUMMARY AND RECOMMENDATION

In an effort to achieve the City's Climate Action Plan goals of decreasing our climate footprint, the installation of solar panels has been identified as a significant return on investment (ROI) opportunity, providing the City with high energy and cost savings. The proposed projects will produce an anticipated energy savings of approximately $7,280,000 over the proposed 20-year agreement. The School Project for Utility Rate Reductions (SPURR), a California joint-powers authority, operates a variety of cooperative procurement programs. The Renewable Energy Aggregate Procurement (REAP) program is a procurement program that leverages collective purchasing power to secure competitive solar project pricing and terms, which are available for public agencies to participate in. Utilizing the REAP program will allow the City to benefit from a competitive bid process while preserving City resources.

Staff recommends that the City Council hold a Public Hearing pursuant to Government Code Sections 4217.10, et seq. to adopt certain findings and to adopt a resolution authorizing the City Manager to execute Energy Services Agreements with FTP BTM Solar, LLC (ForeFront Power) for the design, financing, construction, installation, operation and maintenance of solar photovoltaic systems at the George M. Silliman Center and Newark Civic Center.

BACKGROUND

City staff began exploring potential locations and procurement methods for installing solar panels at City facilities within the last year. Staff contacted the provider of the recent Newark Unified School District solar panel installation project, ForeFront Power, who assisted the City with identifying two sites suitable for solar – the parking lots of the George M. Silliman Community Activity Center (SAC) and Newark Civic Center (NCC). All other City facilities were evaluated and determined to be too small or have roof space positioned such that the energy generated would not be enough to have a cost-effective return on investment. The size and openness of the parking lots at SAC and NCC are ideal conditions.

In December 2022, the California Public Utilities Commission (CPUC) approved new rules to Net Energy Metering (NEM), the method of billing that allows energy generators to receive financial credit for excess energy generated. The new rules, effective April 15, 2023, would significantly impact the City’s potential cost savings and rate stability. Under the new NEM rules, the largest impact to the City is a projected 75% drop in value of export rates, the value of excess energy sent back to the grid, which transitions into energy bill credits. The value of the energy we over-generate/export is a big driver in realizing cost savings.

Fortunately, the new NEM rules include a grandfathering clause allowing new solar customers to benefit from rates under the previous rules if an application was received and approved by April 15, 2023.

Working with ForeFront Power, staff applied and received approval for two solar projects under the grandfathering clause - carport mounted photovoltaic systems in the SAC and NCC parking lots. The grandfathering clause requires that the solar projects included in the application be completed (final building permit sign-off) within three years. This requires that the City take action now in order to complete its solar projects by the deadline of April 15, 2026, or lose approximately $4 million in projected cost savings over a 20-year period.

DISCUSSION/ANALYSIS

California Government Code 4217, et sq. is a state law that provides public agencies flexibility in their contracting method for energy services agreements. Under the provisions of this code, the City Council must determine that it is in the best interest of the City and that the anticipated cost to the City for the energy services project will be less than the anticipated marginal cost to the City of electrical energy that would have been consumed in the absence of the energy service contacts. These findings must be made at a public hearing with at least two weeks' notice.

To ensure the City receives competitive pricing, City staff have researched and reviewed the School Project for Utility Rate Reduction (SPURR), a California joint-powers authority of over 300 public agencies, which operates the Renewable Energy Aggregate Procurement (REAP) program. This program leverages the collective purchasing power of SPURR’s member agencies to secure transparent, pre-negotiated solar project pricing and terms that are then available to SPURR members and eligible entities. Members and eligible entities are then able to piggyback on SPURR’s competitively bid RFP process to secure solar generating projects and pricing. The City, as a Public Agency, is an eligible entity and therefore able to participate in the REAP program.

Staff worked with SPURR and ForeFront Power, the firm awarded the REAP program Master Contract, to determine that George M. Silliman Community Activity Center (SAC) and Newark Civic Center (NCC) parking lots are best suited for carport mounted solar panels.

The proposed projects will include a total capacity of 1,311 kW of solar generation, resulting in an approximately 97% energy offset across the two sites. It is estimated this offset will provide over $154,000 in the first-year utility bill savings, and approximately $7,280,000 over the life of the 20-year agreements. Utilizing the REAP Program will result in significant cost savings for the City over the life of the project and include negotiated terms and conditions such as an annual performance guarantee, a fixed 20-year power purchase agreement (PPA) rate, lifetime system operations and maintenance, and no out-of-pocket costs from the City. The pricing and terms secured through the REAP Program are competitive in the marketplace and will allow the City to save time and money by not having to duplicate efforts, and benefit from a large-scale buying power.

Under the recommended Energy Services Agreements, ForeFront Power would finance, design, construct, implement, operate, and maintain the solar photovoltaic systems, from which the City would receive and purchase energy from ForeFront Power at specified, pre-negotiated PPA rates, with no escalator over the course of the agreements.

A summary of the project systems, PPA rates, and energy and cost savings is shown below:

Project Site	PPA Rate	PPA Escalator	Solar System Size (kW)	Y1 Production (kWh)	% Energy Offset	Pre-Solar Utility Bill	Year 1 Savings	20 Year Savings

George M. Silliman Center	$0.1782*	0%	852	1,307,973	95%	$376,229	$44,156	$3,522,992
Newark Civic Center	$0.1762	0%	459	717,943	100%	$248,990	$110,316	$3,759,336
Total	$0.1775	0%	1,311	2,025,916	97%	$625,219	$154,473	$7,282,328

In addition to energy savings, it is estimated that year one solar production will result in an avoidance of 1,436 Metric Tons of CO2 total for both sites. Additional environmental benefits and alignment with the City's climate action goals of greenhouse gas reductions are included in the attached presentation.

FISCAL IMPACT

There are no up-front costs. Over the course of the 20-year contracts with ForeFront Power, Pacific Gas and Electric bills are estimated to decrease from $17.39 million to $3.25 million. ForeFront Power will bill the City of Newark for energy used, estimated at $6.86 million. This will achieve an overall estimated net savings of $7.28 million.

ENVIRONMENTAL/PLANNING COMMISSION REVIEW

Approval of the Energy Services Agreements is exempt from CEQA review under the California Environmental Quality Act pursuant to California Public Resources Code section 21080.35, installation of a solar energy system in an existing parking lot.

REVIEW AND APPROVAL

Prepared by - Roya Gonzalez, Senior Management Analyst
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

Presentation

ForeFront Resolution

REAP Master Contract



City of Newark

REAP Solar Project – Council Presentation

Roya Gonzalez – City of Newark

Kevin Flanagan – SPURR

Sam Zantzinger – ForeFront Power

February 2024

City of Newark Renewable Background



- **Spring 2022:** ForeFront completes several solar projects across multiple Newark USD locations.
- **Spring 2022:** City staff engages with SPURR & ForeFront team for solar evaluation on City facilities.
- **Summer 2022-Fall 2023:** City of Newark staff evaluates REAP Program, and City Procurement & Legal Department approves use of REAP Procurement vehicle.



- **Summer 2021-Summer 2023**: ForeFront and Staff completes…
  - *Comprehensive Evaluation*
  - *Master Planning Review*
  - *NEM 2.0 Legacy*
  - *Site Visits*
  - *Interconnection Applications*
  - *Contract Negotiation*



- **February 22, 2024:** Staff recommending agreement approval and initiate project implementation from City Council.

SPURR: School Project for Utility Rate Reduction

- **SPURR = Experience & Success**
  - Buying Consortium of +300 Public Agencies
  - JPA governed by Board of public agency administrators
  - REAP RFP Meets City's Piggyback Procurement Requirements & Exceeds Government Code 4217
  - **Used by +75 Cities, Counties, Universities & School Districts**

SPURR
Buying Together. Buying Better.

REAP Program Participants

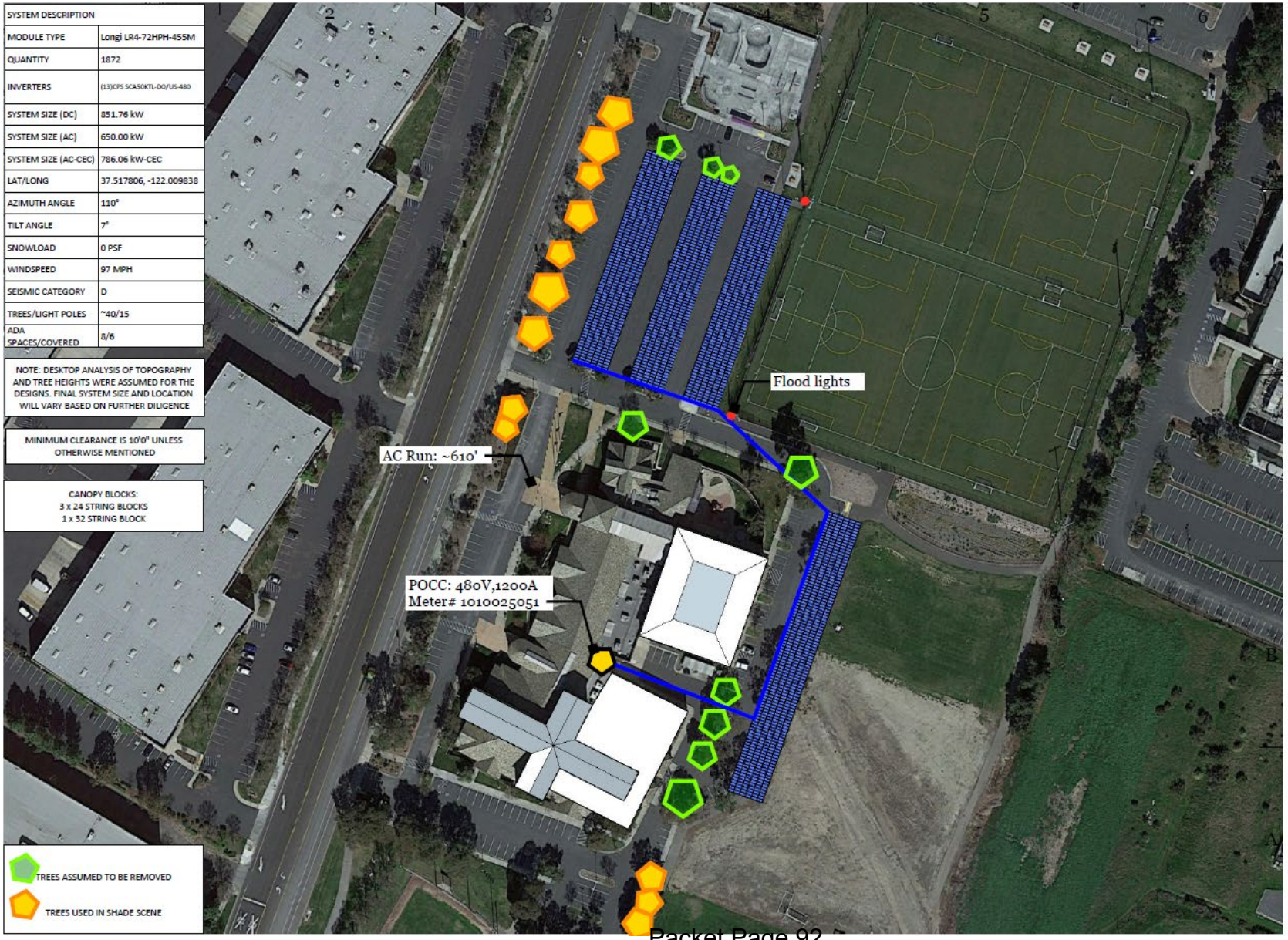


Key Points: ForeFront/SPURR Proposal

- Used by +70 Cities & Public Agencies including Newark USD, City of Livingston,
  Santa Clara County, & Oakland USD
- ForeFront/SPURR's low pricing is based on competitive RFP
- No Capital Outlay
- Operations & Maintenance Included
- Industry-Leading Performance Guarantee
- Renewable Energy Certificates (RECs) accrue to the City
- NEM 2.0 Legacy Secured



Silliman Community Center – 852kW of PV Canopies



SYSTEM DESCRIPTION	
MODULE TYPE	Longi LR4-72HPH-455M
QUANTITY	1872
INVERTERS	(13)CPS SCA50KTL-DO/US-480
SYSTEM SIZE (DC)	851.76 kW
SYSTEM SIZE (AC)	650.00 kW
SYSTEM SIZE (AC-CEC)	786.06 kW-CEC
LAT/LONG	37.517806, -122.009838
AZIMUTH ANGLE	110°
TILT ANGLE	7°
SNOWLOAD	0 PSF
WINDSPEED	97 MPH
SEISMIC CATEGORY	D
TREES/LIGHT POLES	~40/15
ADA SPACES/COVERED	8/6

NOTE: DESKTOP ANALYSIS OF TOPOGRAPHY AND TREE HEIGHTS WERE ASSUMED FOR THE DESIGNS. FINAL SYSTEM SIZE AND LOCATION WILL VARY BASED ON FURTHER DILIGENCE

MINIMUM CLEARANCE IS 10'0" UNLESS OTHERWISE MENTIONED

CANOPY BLOCKS:
3 x 24 STRING BLOCKS
1 x 32 STRING BLOCK

TREES ASSUMED TO BE REMOVED

TREES USED IN SHADE SCENE

FOREFRONT POWER
100 MONTGOMERY STREET #1400
SAN FRANCISCO, CA 94104
(855) 204-5083
www.ForeFrontPower.com

2017 FOREFRONT POWER, LLC AND ITS AFFILIATES ALL RIGHTS RESERVED

STAMP:

NOT FOR CONSTRUCTION

City of Newark
Silliman Activity Center

6800 Mowry Ave,
Newark, CA 94560

PROJECT NUMBER: CA-22-0174

SHEET TITLE: CONCEPTUAL LAYOUT

SHEET SIZE: TABLOID 11" X 17"

THIS DRAWING IS THE PROPERTY OF FOREFRONT POWER, LLC. THIS INFROMATION IS CONFIDENTIAL AND IS TO BE USED ONLY IN CONNECTION WITH WORK DESCRIBED BY FOREFRONT POWER, LLC. NO PART IS TO BE DISCLOSED TO OTHERS WITHOUT WRITTEN PERMISSION FROM FOREFRONT POWER, LLC.

NO.	REVISION	DATE	INIT.

DATE: Sep.19.2023
DRAWN BY: RP
ENGINEER: RP
APPROVED BY:

PROJECT PHASE: PRELIMINARY DESIGN
SCALE: 1" :60'

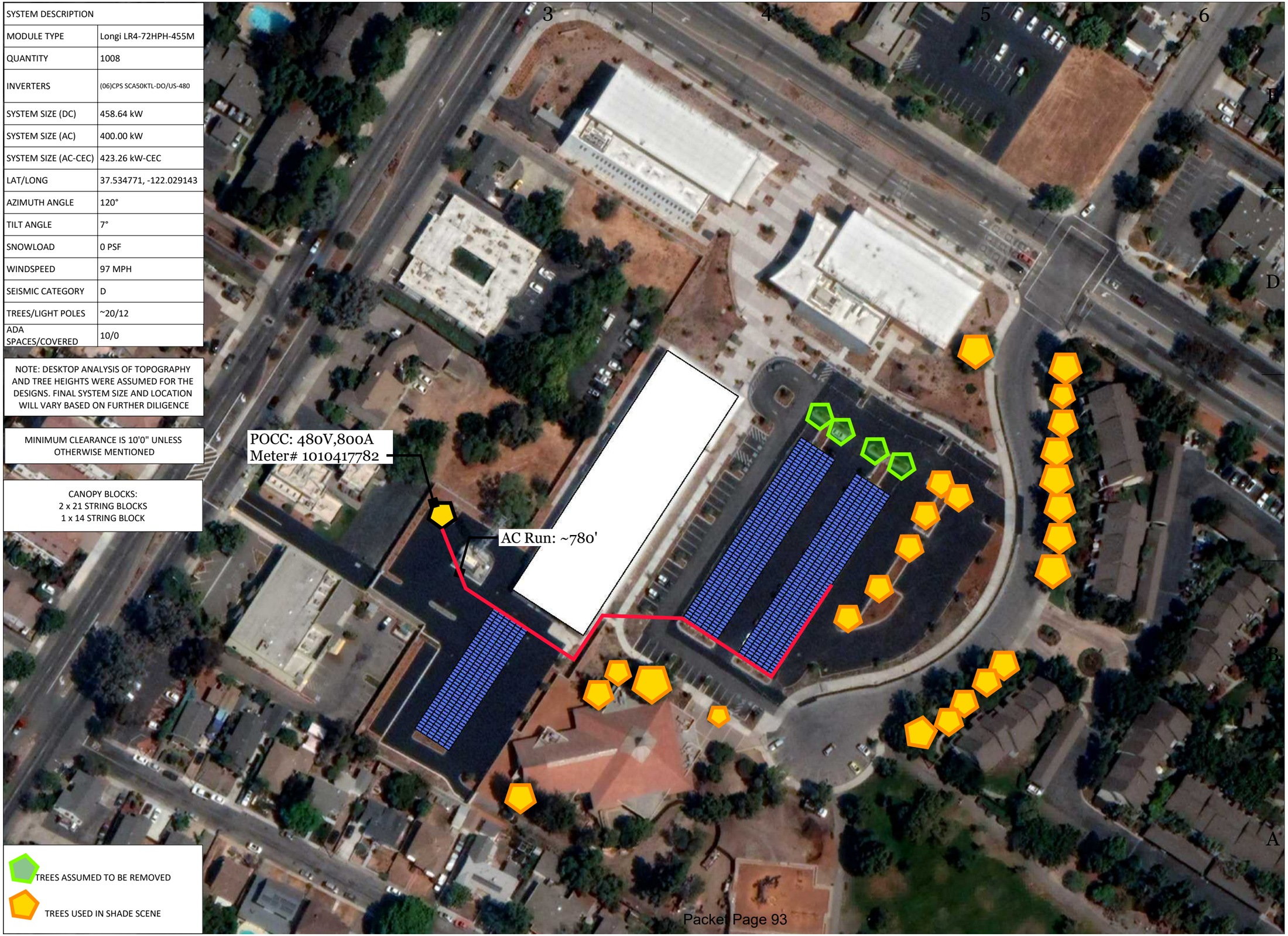
SHEET NO: CL-1

SYSTEM DESCRIPTION	
MODULE TYPE	Longi LR4-72HPH-455M
QUANTITY	1008
INVERTERS	(06)CPS SCA50KTL-DO/US-480
SYSTEM SIZE (DC)	458.64 kW
SYSTEM SIZE (AC)	400.00 kW
SYSTEM SIZE (AC-CEC)	423.26 kW-CEC
LAT/LONG	37.534771, -122.029143
AZIMUTH ANGLE	120°
TILT ANGLE	7°
SNOWLOAD	0 PSF
WINDSPEED	97 MPH
SEISMIC CATEGORY	D
TREES/LIGHT POLES	~20/12
ADA SPACES/COVERED	10/0

NOTE: DESKTOP ANALYSIS OF TOPOGRAPHY AND TREE HEIGHTS WERE ASSUMED FOR THE DESIGNS. FINAL SYSTEM SIZE AND LOCATION WILL VARY BASED ON FURTHER DILIGENCE

MINIMUM CLEARANCE IS 10'0" UNLESS OTHERWISE MENTIONED

CANOPY BLOCKS:
2 x 21 STRING BLOCKS
1 x 14 STRING BLOCK



FOREFRONT POWER

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100 MONTGOMERY STREET #1400
SAN FRANCISCO, CA 94104
(855) 204-5083
www.ForeFrontPower.com

STAMP:

NOT FOR CONSTRUCTION

City of Newark Civic Center

37101 Newark Blvd,
Newark, CA 94560

PROJECT NUMBER:
CA-22-0178

SHEET TITLE:
CONCEPTUAL LAYOUT

SHEET SIZE:
TABLOID 11" X 17"

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NO.	REVISION	DATE	INIT.

DATE: Jan.29.2024
DRAWN BY: RP
ENGINEER: RP
APPROVED BY:

PROJECT PHASE:
PRELIMINARY DESIGN
SCALE: 1" :90'

SHEET NO:
CL-1



ForeFront Power

- California Public Sector Leader
- SPURR REAP Winner
- Renewable Project Financing Leader
- ‘A’ Rated Parent Company: Mitsui & Co
- Regional Expertise

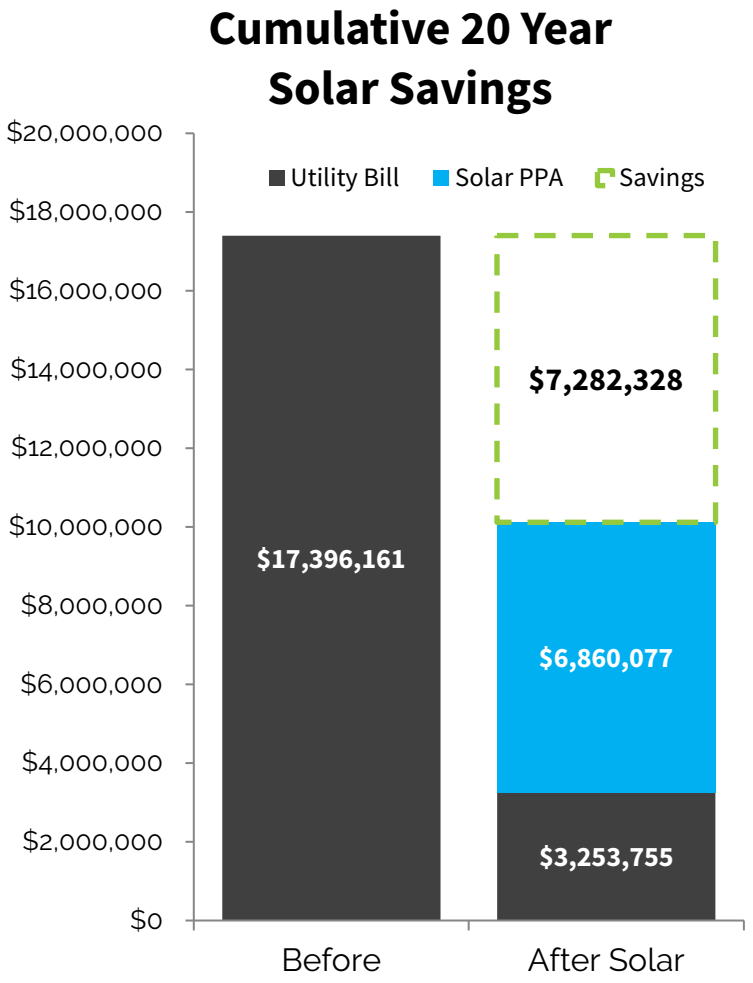
Trusted Provider

- Newark USD
- Oakland USD
- Sonoma County
- City of Vacaville
- Ventura County
- City of Bakersfield
- Los Angeles County
- Santa Clara County
- Yolo County
- City of Rocklin
- City of Fresno
- City of Ventura
- City of San Diego
- City of Petaluma

FOREFRONT POWER



City of Newark Renewable Strategy



- On-Site Solar Solutions
  - +1.3MW of Solar Across 2 Facilities
- No Out-of-Pocket Cost
- PPA: 0% Rate Escalation
- Save
  - Year 1 Energy Savings
  - +$7.2 Million over 20 years
- Solar Renewable Energy Credits
- Industry Leading Performance Guarantee
- Operations & Maintenance Included
- NEM 2.0 Legacy Status

Assumes 2.7% Annual Utility Energy Escalator, 5% Annual Demand Charge Escalator

GHG Equivalences

2,025,916 kWh of solar electricity in Year 1



Tree Seedlings – 10 Years

23,740



Incandescent lamps switched to LEDs

54,416



Miles driven by average passenger car

3,680,567



Tons of waste recycled

497



Acres of Forest in 1 Year

1,712



Homes Energy Use

279

Estimated Schedule & Next Steps



Once Solar Agreements executed, ForeFront Power begins its project development process, including…

- **Stakeholder Management**
- **Project Management & Logistics Coordination**
- **Maintenance & Support**

Conclusions




FOREFRONT
POWER

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE AN ENERGY SERVICES AGREEMENT WITH FTP BTM SOLAR, LLC (FOREFRONT POWER) FOR THE DESIGN, FINANCING, CONSTRUCTION, INSTALLATION, OPERATION AND MAINTENANCE OF CARPORT MOUNTED SOLAR PHOTVOLTAIC SYSTEMS AT GEORGE M. SILLIMAN COMMUNITY ACTIVITY CENTER AND NEWARK CIVIC CENTER PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 4217.10 ET SEQ.

WHEREAS, it is the policy of the State of California and the intent of the State Legislature to promote all feasible means of energy conservation and all feasible uses of alternative energy supply sources; and

WHEREAS, California Government Code Section 4217.10 *et seq.* authorizes a public agency to utilize any procurement process to contract for energy services if its governing body determines, at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance, that the contract is in the best interest of the agency and that anticipated cost to the agency for the energy services project will be less than the anticipated marginal cost to the agency of electrical energy that would have been consumed by the agency in the absence of the energy services contract; and

WHEREAS, the City desires to reduce its climate footprint and reduce its energy usage and produce cost savings; and

WHEREAS, the School Project for Utility Rate Reduction ("SPURR"), a California joint-powers authority, operates a variety of cooperative procurement programs; and

WHEREAS, the Renewable Energy Aggregated Procurement ("REAP") Program is a solar procurement program operated by SPURR; and

WHERAS, FTP BTM Solar, LLC ("ForeFront Power") was the selected vendor for School Project for Utility Rate Reduction's ("SPURR") Renewable Energy Aggregated Procurement ("REAP") Program request for proposals ("RFP") process; and

WHEREAS, the competitively bid RFP allows Eligible Entities to "piggyback" on the pre-negotiated pricing and terms; and

WHEREAS, the City of Newark is an Eligible Entity; and

WHEREAS, ForeFront Power will design, finance, construct, install, operate, and maintain the carport mounted solar photovoltaic systems at George M. Silliman Community Activity Center and Newark Civic Center; and

WHEREAS, the terms of the agreement will include a fixed cost for the purchase of energy generated by the system for the life of the agreement; and

WHEREAS, there will be no up-front costs to the City for the projects; and

WHEREAS, the City conducted a noticed public hearing on February 22, 2024 pursuant to California Government Code Section 4217.12 to consider entering into energy services contracts with ForeFront Power with public notice of this hearing being provided at least two weeks prior to the date of the hearing; and

WHEREAS, the City Council considered a staff report dated February 22, 2024 and all information and evidence presented at the public hearing; and

WHEREAS, the proposed agreement is exempt from California Environmental Quality Act (CEQA), pursuant to 21080.35 of the CEQA Guidelines.

NOW THEREFORE, BE IT RESOLVED that the City Council hereby finds, pursuant to California Government Code 4217.12, that the terms of the energy services contract are in the best interest of the City and that anticipated cost to the agency for the energy services project will be less than the anticipated marginal cost to the agency of electrical energy that would have been consumed by the agency in the absence of the energy services contract.

BE IT FURTHER RESOLVED that the City Council herby authorizes the City Manager to execute the Energy Services Agreement with ForeFront Power in a form approved by the City Attorney.

SPURR RENEWABLE ENERGY AGGREGATED PROCUREMENT (REAP) PROGRAM

MASTER CONTRACT

This SPURR REAP Master Contract (this "RMC"), is made effective as of October 26, 2017 (the "Effective Date"), by and between the School Project for Utility Rate Reduction, a California joint powers authority ("SPURR") and ForeFront Power, LLC, a Delaware Limited Liability Company ("Vendor").

BACKGROUND

A. SPURR is a "Joint Powers Authority" formed by California public school districts, county offices of education, and community college districts pursuant to the California Joint Exercise of Powers Act. SPURR, with over 240 member organizations, aggregates purchasing power and expertise for thousands of public agency facilities across California. SPURR programs include natural gas, electricity, LED lighting, utilities data management and conservation, telecommunications and networking, solar energy and energy storage, and demand response.

B. Pursuant to SPURR's Joint Powers Agreement and to SPURR Board of Directors Resolution No. 14-01, SPURR is duly authorized to create and operate one or more aggregated solar procurement programs, herein referred to collectively as the Renewable Energy Aggregated Procurement Program (the "REAP Program").

C. SPURR's REAP Program is an innovative aggregated solar procurement program that leverages the collective purchasing power of SPURR's large membership to secure transparent, pre-negotiated solar project pricing and terms to be made available to SPURR members and other Eligible Entities. "Eligible Entities" mean:

- California public school districts, county offices of education, and community college districts, whether they are members of SPURR or not.
- Other public agencies or non-profit educational entities in California whose procurement rules (whether internal rules or statutory requirements), allow them to purchase goods or services through a procurement vehicle such as SPURR.

D. On July 19, 2017, SPURR issued a REAP Program Request for Proposals (the "RFP"), seeking prospective vendor terms and conditions for solar and energy storage projects ("Projects"). The RFP specified that the pricing and terms of any award made pursuant to the RFP would be made available to Eligible Entities.

E. The REAP Program and RFP is intended to benefit Eligible Entities by providing:

- A streamlined, transparent, and competitive procurement process for Projects.
- The best available Project pricing, obtained by taking advantage of SPURR's purchasing power and experience in competitive energy procurement.
- Minimized administrative strain associated with Project procurement, including reduced time and expense dedicated to the procurement process.
- Competitively procured, easily understood terms and conditions of service.
- Access to firm Project pricing and terms, so that estimated Project returns on investment and other benefits and risks can be quickly and accurately assessed.

F. Fresno Unified School District ("Fresno USD"), recognizing the benefits of participating in SPURR's REAP Program, acted as a cooperating agency in the RFP process. Fresno USD worked with SPURR to develop the RFP scope of work, assisted with vendor site walks,

participated in the scoring of proposals and the selection of Vendor, and signed a "Letter of Intent to Participate as Cooperating Agency" signifying their intent to utilize Vendor if they proceed with Projects in 2017 or 2018.

G. Seven Eligible Entities provided commitments of support for the REAP Program RFP ("Letters of Support"), including Atascadero USD, Contra Costa Community College District, Franklin-McKinley School District, Paramount USD, San Francisco USD, San Mateo-Foster City School District, and State Center Community College District.

H. SPURR invited qualified vendors to submit qualifications, pricing, terms, and designs for illustrative sample Projects and for eight Fresno USD Projects. SPURR advertised the RFP by publication and by distributing the RFP by email to more than seventy (70) prospective solar vendors, energy storage vendors, consultants, and suppliers.

I. For each Project included in the RFP, SPURR provided a detailed list of Project includes, excludes, specifications, and assumptions. In response to questions submitted by interested vendors, SPURR issued one or more Addenda to the RFP.

J. SPURR received eight (8) responses to the RFP. SPURR evaluated all responses which complied with the terms of the RFP, using best value criteria including but not limited to an evaluation of the quality of the submitted proposals, proposed pricing, system value, system design and features, relevant experience with similar projects, team member qualifications, financial viability, vendor's ability to provide quality service to SPURR's large membership, and feedback from references.

K. SPURR used the following system in scoring RFP proposals:

- Company Profile and Financial Strength: 15%
- Company Background, Experience, and References: 20%
- Project Design and Project Approach: 20%
- Pricing and Proposed Terms: 45%
- TOTAL: 100%

L. SPURR selected Vendor for an award under the RFP. Additional information regarding Vendor is set forth in Appendix A to this RMC. The pricing and terms proposed by Vendor, as described in this RMC, will represent a transparent offer that Eligible Entities can adopt to meet their unique Project needs.

M. The parties are entering into this RMC to evidence the terms and conditions of the award to Vendor.

AGREEMENT

Now, therefore, for good and valuable consideration, the parties agree as follows.

1. GRANT AND ACCEPTANCE OF AWARD

SPURR awards this RMC to Vendor under the RFP at the prices and terms (the "Vendor Offer") listed in Appendix B. Vendor accepts such award, confirms Vendor's acceptance of all terms and conditions of the RFP, and confirms its obligations to honor the representations or commitments made by Vendor in its response to the RFP ("Vendor's RFP Response"). The terms and conditions of the RFP, and the representations and commitments of Vendor's RFP Response are hereby incorporated by reference into this RMC.

The Vendor Offer will be available for acceptance by Eligible Entities through December 31, 2019 (the "Vendor Offer Deadline"); provided, that SPURR and Vendor may mutually agree to extend the Vendor Offer Deadline for an additional period of up to two years.

The pricing and terms described in Vendor Offer are considered firm and may be adjusted only to the extent that Vendor can satisfactorily demonstrate to an Eligible Entity and to SPURR that a prospective Project differs significantly from the detailed list of Project inclusions, exclusions, assumptions, and specifications detailed in the RFP and listed in Appendix C.

2. PROGRAM PARTICIPATION

A "Participant" in the REAP Program is any Eligible Entity that uses or references the REAP Program as the basis for their selection of Vendor to implement one or more Projects.

A "REAP Project Agreement" means any power purchase agreement ("PPA"), design/build contract, lease, energy storage agreement, performance guarantee, or similar agreement, or any combination of such agreements, related to a Participant's Project to be implemented by Vendor, including any amendment, revision, extension, or renewal of such agreements.

REAP Project Agreements may relate to Projects located at sites controlled by the Participant, or located at other sites (as in an "over the fence" agreement or a "community solar" arrangement), so long as Participant selects Vendor to implement the Project on their behalf.

Eligible Entities may authorize Vendor to perform feasibility studies, conduct site inspections, and provide binding offers for prospective Projects. Eligible Entities are not obligated to procure Projects with Vendor and are not responsible for any costs incurred by Vendor for conducting its feasibility study, site inspections, offer preparation or any other activity prior to execution of a REAP Project Agreement.

When presenting a Project proposal to an Eligible Entity, Vendor must describe and support in writing any deviations from the pricing and terms memorialized in this RMC. At the request of an Eligible Entity, SPURR will review Vendor's offer for reasonable conformity with this RMC and will report the results of such review to the Eligible Entity. SPURR's review will not constitute a legal review or a feasibility study.

3. PROGRAM PROMOTION

Vendor will use commercially reasonable efforts to conduct marketing, educational, and sales efforts to promote the REAP Program and Vendor Offer secured through the RFP and under this RMC ("Vendor Marketing"). Vendor will provide regular updates, at least weekly, to SPURR regarding Vendor Marketing, including a list of prospective Participants with contact information. Vendor shall provide a single point of contact with the authority and responsibility for the overall success of the SPURR REAP Program.

Vendor will take the lead in generating interest in the REAP Program, with SPURR in a supporting role, and will use the RMC as Vendor's preferred form of contracting with Eligible Entities. Vendor's sales force will be trained and engaged in the promotion of the REAP Program and the RMC for the duration of the contract term. Vendor will not encourage or induce an Eligible Entity to procure a Project outside of the REAP RFP Program.

SPURR will use commercially reasonable efforts to support Vendor Marketing. SPURR will promote the REAP Program through the creation of marketing materials, digital marketing campaigns, and active outreach to its constituents. SPURR will promptly provide electronic copies of REAP Program documentation to any Eligible Entity upon request.

SPURR will schedule periodic reviews to evaluate the Selected Vendor's performance of the commitments outlined in this RFP. If Selected Vendor reports "No Sales" for three (3) consecutive quarters, the Selected Vendor may be put on probationary status for one (1) additional quarter. If "No Sales" are reported during the probationary period, the Vendor Awarded contract will be subject to immediate termination by SPURR.

Each party to this RMC represents to the other party that it will conform to the highest industry professional standards in all marketing and implementation activities related to this RMC and the REAP Program.

4. USE AND LIMITATIONS OF REAP PROGRAM

Each Eligible Entity will (a) determine for itself whether participation in the REAP Program and use of this RMC complies with their procurement rules, (b) determine for itself whether Vendor's offer suits their needs for a Project, (c) authorize, pursuant to California Government Code sections 4217.10-4217.18 or such other law or regulation as they determine is appropriate, the execution and delivery to Vendor of a REAP Project Agreement and any other documentation necessary or appropriate to complete a Project.

Nothing in the RFP or this RMC may be construed as SPURR's provision of legal, engineering, financial, or technical advice to Vendor, Eligible Entities, or Participants. Nothing in the RFP or this RMC may be construed as SPURR's recommendation to Vendor, Eligible Entities, or Participants regarding a specific Project's size, scope, delivery date, or suitability for the needs of an Eligible Entity or Participant.

SPURR will not provide warranties regarding Projects or performance by Vendor, will not represent Vendor in the resolution of disputes with Eligible Entities or Participants, and will not guarantee payment by Participants.

5. ADMINISTRATIVE FEES

Vendor acknowledges that they will benefit from the REAP Program by avoiding the time and expense required to go through competitive bidding processes with individual Eligible Entities, and by publicizing their status as the winner of a SPURR competitive procurement. These benefits will increase Vendor's potential business opportunities and provide significant advantages in the marketplace. In consideration of these benefits, Vendor will pay administrative fees ("Administrative Fees") to SPURR as described in the RFP and set forth in this RMC.

Vendor acknowledges and that Administrative Fees do not constitute additional fees over and above the pricing memorialized in this RMC. Vendor acknowledges that they are solely responsible for payment of Administrative Fees.

Administrative Fees will be due to SPURR (a) for each REAP Project Agreement signed between a Participant and Vendor, or any affiliate of Vendor, and, in addition (b) for each Notice to Proceed or other document authorizing commencement of construction (an "NTP") under a REAP Project Agreement. For the avoidance of doubt, the Administrative Fee associated with issuance of NTP shall only be payable if NTP is actually issued for such Project. NTP means that Vendor has commenced construction on the Project. Within three (3) business days of construction commencement, Vendor will issue NTP documentation to SPURR verifying that construction has commenced and provide final Project size.

Administrative Fees will be calculated based on the following table:

	Execution of REAP Project Agreement by Participant	Issuance of NTP
Type of Project: Solar PV	$0.0425 / Watt-DC	$0.0425 / Watt-DC
Type of Project: Energy Storage	$0.02125 / Watt-hour-DC	$0.02125 / Watt-hour-DC

Project size will be based on the Project capacity described in the executed REAP Project Agreement or NTP.

Payment of Administrative Fees will be due within twenty (20) days of invoice by SPURR. Past due Administrative Fees will be subject to late fees and costs of collection. Late fees shall accrue at the rate of one and one half percent (1.5%) per month on all past due Administrative Fee balances until payment is received by SPURR. In addition, SPURR shall be entitled to recover from Vendor reasonable costs of collection, including reasonable attorney's fees, for any past due Administrative Fees or for late fees.

6. VENDOR OBLIGATION TO PROVIDE DOCUMENTATION

Documentation and notifications sent pursuant to this section shall be emailed to solar@spurr.org.

Vendor will notify SPURR by email within five (5) business days after Vendor learns that any Eligible Entity intends to become a Participant.

Not later than five (5) business days after an Eligible Entity executes a REAP Project Agreement, Vendor shall email SPURR an executed copy of the REAP Project Agreement, in pdf format.

Not later than five (5) business days after an NTP is issued for any Project, Vendor shall email SPURR a copy of the NTP, in pdf format. NTPs must include the issuance or construction commencement date, Project capacity size in W-DC or Watt-hour-DC, location, and Participant name.

Vendor will promptly provide SPURR with other documentation directly related to implementation of a REAP Project Agreement as may be reasonably requested by SPURR, including utility interconnection studies and applications, utility incentive program studies and applications, and Project implementation schedules.

7. INDEMNIFICATION

Vendor will indemnify, defend and hold harmless SPURR and any Participant contracting with Vendor under this RMC ("Indemnified Parties") from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney's fees or litigation expenses, which might be brought against or incurred by Indemnified Parties on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Vendor, its employees, agents, representatives, or subcontractors in connection with or incident to this RMC, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Vendor, or its subcontractors or claims under similar laws or obligations. Vendor's indemnification obligation will not extend to liability caused by the negligence of Indemnified Parties.

8. ATTORNEYS' FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this RMC, the prevailing party will be entitled to reasonable attorneys' fees, in addition to any other relief to which the party may be entitled.

9. SEVERABILITY

If any provision of this RMC is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this RMC will be affected by such holding, and all of the remaining provisions of this RMC will continue in full force and effect.

10. FORCE MAJEURE EVENTS

A "Force Majeure Event" means any act or event that prevents the affected party to this RMC (the "Affected Party") from timely performing its obligations under this RMC, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the Affected Party and the Affected Party has been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums); provided, that a Force Majeure Event shall not be based on the economic hardship of an Affected Party, or upon the termination or expiration of any contractual rights in favor of the Affected Party.

Except as otherwise provided in this RMC, the Affected Party shall not be considered in breach of the RMC or liable for its delay or failure to comply with the RMC for a period not to exceed ninety (90) days, and only to the extent that such delay or failure is directly attributable to a Force Majeure Event; provided, that the Affected Party shall, as soon as practicable after becoming aware of the circumstances constituting Force Majeure (i) notify the other party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

Notwithstanding any other provision of this RMC, a Force Majeure Event shall not excuse any delay or failure of the Affected Party to timely pay the other party amounts due under this RMC.

11. ASSIGNMENT

Vendor shall not assign all or part of its interest in this RMC without SPURR's prior written consent, which consent shall not be unreasonably withheld. Any assignment by Vendor of an interest in this RMC shall not release Vendor of its obligations under this RMC, except with SPURR's express written consent, which SPURR may choose to provide in its sole discretion.

12. DEFAULTS

A "Vendor Default" means any of the following events:

(a) Vendor defaults on any obligation under this RMC and such default is not cured within thirty (30) days after notice of the default from SPURR to Vendor, except to the extent that delay in performance of its obligations is excused by a Force Majeure Event,

(b) any REAP Project Agreement default by Vendor, or by any affiliate of Vendor obligated under a REAP Project Agreement, which is not cured within the time for cure provided in that REAP Project Agreement,

(c) the commencement by Vendor, or by any affiliate of Vendor obligated under a REAP Project Agreement, of a voluntary case under title 11 of the United States Code or the corresponding provisions of any successor laws (the "Bankruptcy Code"),

(d) the commencement of an involuntary case against Vendor, or against any affiliate of Vendor obligated under a REAP Project Agreement, under the Bankruptcy Code if either (i) the case is not dismissed within sixty (60) days after commencement or (ii) the court before which the case is pending issues an order for relief or similar order approving the case,

(e) a court of competent jurisdiction appoints, or the Vendor, or any affiliate of Vendor obligated under a REAP Project Agreement, makes an assignment of all or substantially all of its assets to, a custodian (as that term is defined in the Bankruptcy Code) for the Vendor, or for any affiliate of Vendor obligated under a REAP Project Agreement, or

(f) Vendor, or any affiliate of Vendor obligated under a REAP Project Agreement, fails generally to pay their debts as they become due (unless those debts are subject to a good-faith dispute as to liability or amount) or acknowledges in writing that it is unable to do so.

In the event of a Vendor Default, SPURR may pursue any and all available remedies against Vendor, including immediate revocation of the award to Vendor under the RFP and termination of this RMC.

If SPURR defaults on any obligation under this RMC (a "SPURR Default") and such default is not cured within thirty (30) days after notice of the default from Vendor to SPURR, except to the extent that delay in performance of its obligations is excused by a Force Majeure Event, then Vendor may pursue any and all available remedies against SPURR, including termination of this RMC.

13. TERM AND TERMINATION

This RMC will terminate on the Vendor Offer Deadline, including any extension of the Vendor Offer Deadline, unless earlier terminated due to Vendor Default or a SPURR Default. Termination of this RMC will not excuse timely performance by any party of obligations to the other party incurred prior to such termination. The following sections of this RMC will survive any termination of this RMC: Vendor Obligation to Provide Documentation, Administrative Fees, Indemnification, Attorneys' Fees, Governing Law, Relationship Of The Parties, and Notices.

14. GOVERNING LAW

This RMC shall be governed by California law, without regard to principles of conflicts of law.

15. RELATIONSHIP OF THE PARTIES

The relationship between the parties to this RMC shall not be that of partners, agents, or joint ventures for one another. The parties to this RMC, in performing any of their obligations under this RMC, shall be independent parties and shall discharge their obligations at their own risk.

16. NOTICES

All notices under this RMC must be in writing and will be effective (a) immediately upon delivery in person or by messenger, (b) two (2) business days after prepaid deposit with a commercial courier or delivery service for next day delivery, (c) upon receipt by facsimile as established by evidence of successful transmission, or (d) five (5) business days after deposit with the US Postal Service, certified mail, return receipt requested, postage prepaid.

All notices must be properly addressed to the addresses set forth on the signature page to this RMC, or at such other addresses as either party may subsequently designate by notice.

17. COUNTERPARTS AND DELIVERY

This RMC may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. This RMC may be duly executed and delivered by a party's

execution and facsimile or electronic delivery (in pdf format) of the signature page of a counterpart to the other party.

IN WITNESS WHEROF, the parties have executed this RMC as of the Effective Date.

SCHOOL PROJECT FOR UTILITY RATE REDUCTION, a California joint powers authority

By: _____

Michael Rochman

Managing Director

Address for Notice:

Attn: Managing Director

1850 Gateway Blvd, Suite 235

Concord, CA 94520

Phone: (925)743-1292

Email: Service@spurr.org

ForeFront Power LLC, a Delaware limited liability company

Approved as to Form ForeFront Power Legal KF

By: _____

Print Name: Rafael Dobrzynski

Print Title: Chief Executive Officer

Address for Notice:

Attn: Rafael Dobrzynski

Address: 100 Montgomery Street Suite 1400

City, State, Zip: San Francisco, CA 94104

Phone: 855-204-5083

Email: rd@forefrontpower.com

APPENDIX A – VENDOR INFORMATION

Vendor: ForeFront Power LLC

SPURR Board Authorization: Resolution No. 14-01

RFP Issued: 07/19/2017

RFP Title: Renewable Energy Aggregated Procurement (REAP) Program Request for Proposals (RFP)

Sales Contact #1

Name: Brian Taylor

Title: Sales Director

Address: 100 Montgomery Street

City, St, Zip: San Francisco, CA 94104

Phone: 650-743-7880

Alt Phone:

Email: btaylor@forefrontpower.com

Sales Contact #2

Name: Sam Youneszadeh

Title: Chief Development Officer

Address: 100 Montgomery Street

City, St, Zip: San Francisco, CA 94104

Phone: 310-922-8424

Alt Phone:

Email: sy@forefrontpower.com

Technical Contact

Name: Nate Roberts

Title: Senior Project Manager

Address: 100 Montgomery Street

City, St, Zip: San Francisco, CA 94104

Phone: 916.402.7277

Alt Phone:

Email: nroberts@forefrontpower.com

Other Contact (Optional)

Name:

Title:

Address:

City, St, Zip:

Phone:

Alt Phone:

Email:

APPENDIX B – VENDOR OFFER

Vendor: ForeFront Power, LLC

SPURR Board Authorization: Resolution No. 14-01

RFP Issued: 07/19/2017

RFP Title: Renewable Energy Aggregated Procurement (REAP) Program Request for Proposals (RFP)

Background: Vendor Offer is based on a list of Project includes, excludes, assumptions, specifications, and sample site maps provided to Vendor in the RFP and as provided in Appendix C. Vendor was required to submit system designs, pricing, and terms for Projects at two sample elementary schools, two sample middle schools, a sample RES-BCT ground-mount project, two sample municipal sites, seven Fresno USD high schools, and the Fresno USD District Service Center.

Vendor Offer includes purchase pricing and Power Purchase Agreement (PPA) pricing for solar and solar plus storage projects for:

- Each unique site.
- Portfolio #1: Small sample sites.
- Portfolio #2: All sites (excluding municipal sites and RES-BCT project).
- Portfolio #3: All Fresno USD sites SPURR recognizes that final Project pricing for each Participant may vary slightly based on actual scope of work, unique site conditions, specific location, market conditions, availability of incentive funding, required utility upgrades, or other factors that may impact final contract pricing.

Project price adjustments above the pricing memorialized in this RMC must be justified by Vendor on a case by case basis by documenting price adjustments and rationale to SPURR for SPURR's confirmation and approval. The format of such document will be approved by SPURR.

Price for Each Site as a Stand-Alone Project	Sample Elementary School 1	Sample Elementary School 2	Sample Middle School 1	Sample Middle School 2	1MW Ground Mount Site (RES-BCT)	Sample City Hall	Sample Wastewater Treatment Plant	Bullard High School	Edison High School	Fresno High School	Hoover High School	McLane High School	Roosevelt High School	Sunnyside High School	FUSD Service Center
PV System Size (kW-DC)	166.14	191.7	351.45	370.62	1101.6	792.36	1175.04	1022.4	1169.37	830.7	1361.07	894.6	594.27	1808.37	645.39
PV System Size (kW-AC)	168	180	300	336	900	702	960	936	1098	768	1272	840	540	1698	588
PV First Year Production (kWh/year)	260,840	305,570	565,835	614,117	2,243,959	1,303,477	2,373,581	1,767,091	1,896,718	1,360,687	2,116,464	1,390,208	959,746	2,954,877	1,077,156
PV PPA Rate ($/kWh)	$0.136	$0.134	$0.126	$0.124	$0.070	$0.102	$0.070	$0.1095	$0.1175	$0.1185	$0.1200	$0.1230	$0.1155	$0.1105	$0.1085
PV Cash Purchase Price	$621,553	$685,250	$1,053,824	$1,152,804	$2,511,600	$2,135,840	$2,718,021	$2,910,463	$3,456,760	$2,494,588	$3,923,675	$2,642,418	$1,694,629	$5,070,514	$1,768,604
Energy Storage System Size (kW-AC)	0	0	210	210	N/A	315	420	630	420	525	315	420	525	315	210
Energy Storage System Size (kWh-DC)	0	0	340	340	N/A	510	680	1020	680	850	510	680	850	510	340

Portfolio #1: Small Portfolio	Sample Elementary School 1	Sample Elementary School 2	Sample Middle School 1
PV System Size (kW-DC)	166.14	191.7	351.45
PV System Size (kW-AC)	168	180	300
PV First Year Production (kWh/year)	260,840	305,570	565,835
PV PPA Rate ($/kWh)	0.136	0.134	0.126
PV Cash Purchase Price	$621,553	$685,250	$1,053,824
Energy Storage System Size (kW-AC)	0	0	210
Energy Storage System Size (kWh-DC)	0	0	340

Portfolio #2: Large Portfolio	Sample Elementary School 1	Sample Elementary School 2	Sample Middle School 1	Sample Middle School 2	Bullard High School	Edison High School	Fresno High School	Hoover High School	McLane High School	Roosevelt High School	Sunnyside High School	FUSD Service Center
PV System Size (kW-DC)	166.14	191.7	351.45	370.62	1022.4	1169.37	830.7	1361.07	894.6	594.27	1808.37	645.39
PV System Size (kW-AC)	168	180	300	336	936	1098	768	1272	840	540	1698	588
PV First Year Production (kWh/year)	260,840	305,570	565,835	614,117	1,767,091	1,896,718	1,360,687	2,116,464	1,390,208	959,746	2,954,877	1,077,156
PV PPA Rate ($/kWh)	$0.136	$0.134	$0.126	$0.124	$0.1095	$0.1175	$0.1185	$0.1200	$0.1230	$0.1155	$0.1105	$0.1085
PV Cash Purchase Price	$621,553	$685,250	$1,053,824	$1,152,804	$2,910,463	$3,456,760	$2,494,588	$3,923,675	$2,642,418	$1,694,629	$5,070,514	$1,768,604
Energy Storage System Size (kW-AC)	0	0	210	210	630	420	525	315	420	525	315	210
Energy Storage System Size (kWh-DC)	0	0	340	340	1020	680	850	510	680	850	510	340

Portfolio #3: Fresno USD	Bullard High School	Edison High School	Fresno High School	Hoover High School	McLane High School	Roosevelt High School	Sunnyside High School	FUSD Service Center
PV System Size (kW-DC)	1022.4	1169.37	830.7	1361.07	894.6	594.27	1808.37	645.39
PV System Size (kW-AC)	936	1098	768	1272	840	540	1698	588
PV First Year Production (kWh/year)	1,767,091	1,896,718	1,360,687	2,116,464	1,390,208	959,746	2,954,877	1,077,156
PV PPA Rate ($/kWh)	$0.1163	$0.1257	$0.1275	$0.1272	$0.1315	$0.1255	$0.1179	$0.1162
PV Cash Purchase Price	$3,062,449	$3,646,359	$2,669,063	$4,110,981	$2,791,265	$1,830,674	$5,318,794	$1,897,114
Energy Storage System Size (kW-AC)	630	420	525	315	420	525	315	210
Energy Storage System Size (kWh-DC)	1020	680	850	510	680	850	510	340
FUSD Site Cost Adder ($)								
15' Min Clearance on Canopy	$53,636	$47,749	$55,825	$79,069	$46,980	$38,280	$84,680	$37,193
4 EV Charging Stations per Site	$24,650	$24,650	$24,650	$24,650	$24,650	$24,650	$24,650	$24,650
Inspector of Record Fees (Assume $35,000/site)	$35,000	$35,000	$35,000	$35,000	$35,000	$35,000	$35,000	$35,000
Tree Removal	$8,700	$52,200	$29,000	$18,588	$12,218	$8,116	$73,950	$1,668
ADA Upgrades	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000
FUSD Site PPA Adder ($/kWh)								
15' Min Clearance on Canopy	$0.0024	$0.0021	$0.0029	$0.0031	$0.0027	$0.0028	$0.0025	$0.0022
4 EV Charging Stations per Site	$0.0011	$0.0011	$0.0013	$0.0010	$0.0014	$0.0018	$0.0007	$0.0015
Inspector of Record Fees (Assume $35,000/site)	$0.0016	$0.0015	$0.0018	$0.0014	$0.0020	$0.0026	$0.0010	$0.0021
Tree Removal	$0.0004	$0.0023	$0.0015	$0.0007	$0.0007	$0.0006	$0.0022	$0.0001
ADA Upgrades	$0.0013	$0.0013	$0.0015	$0.0012	$0.0017	$0.0022	$0.0009	$0.0018

Portfolio #3: Fresno USD - Portfolio Negative Escalator	Bullard High School	Edison High School	Fresno High School	Hoover High School	McLane High School	Roosevelt High School	Sunnyside High School	FUSD Service Center
PV System Size (kW-DC)	1022.4	1169.37	830.7	1361.07	894.6	594.27	1808.37	645.39
PV System Size (kW-AC)	936	1098	768	1272	840	540	1698	588
PV First Year Production (kWh/year)	1767090.6	1896718.14	1360686.6	2116463.85	1390208.4	959746.05	2954876.58	1077155.91
PV PPA Rate ($/kWh)	**$0.1262**	**$0.1364**	**$0.1383**	**$0.1380**	**$0.1427**	**$0.1361**	**$0.1280**	**$0.1260**
PPA Escalator (%)	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**

Portfolio #3: Fresno USD - Value of Solar Optimized	Bullard High School	Edison High School	Fresno High School	Hoover High School	McLane High School	Roosevelt High School	Sunnyside High School	FUSD Service Center
PV System Size (kW-DC)	1022.4	1169.37	830.7	1361.07	894.6	594.27	1808.37	645.39
PV System Size (kW-AC)	936	1098	768	1272	840	540	1698	588
PV First Year Production (kWh/year)	1767090.6	1896718.14	1360686.6	2116463.85	1390208.4	959746.05	2954876.58	1077155.91
PV PPA Rate ($/kWh)	**$0.1260**	**$0.1300**	**$0.1320**	**$0.1010**	**$0.1260**	**$0.1350**	**$0.1170**	**$0.1400**
PPA Escalator (%)	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**	**0%**

Portfolio #3: Fresno USD - Value of Solar Optimized - Negative Escalator	Bullard High School	Edison High School	Fresno High School	Hoover High School	McLane High School	Roosevelt High School	Sunnyside High School	FUSD Service Center
PV System Size (kW-DC)	1022.4	1169.37	830.7	1361.07	894.6	594.27	1808.37	645.39
PV System Size (kW-AC)	936	1098	768	1272	840	540	1698	588
PV First Year Production (kWh/year)	1767090.6	1896718.14	1360686.6	2116463.85	1390208.4	959746.05	2954876.58	1077155.91
PV PPA Rate ($/kWh)	**$0.1367**	**$0.1411**	**$0.1432**	**$0.1096**	**$0.1367**	**$0.1465**	**$0.1269**	**$0.1519**
PPA Escalator (%)	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**

Price for Each Site as a Stand-Alone Project Negative Escalator	Sample Elementary School 1	Sample Elementary School 2	Sample Middle School 1	Sample Middle School 2	1MW Ground Mount Site (RES-BCT)	Sample City Hall	Sample Wastewater Treatment Plant	Bullard High School	Edison High School	Fresno High School	Hoover High School	McLane High School	Roosevelt High School	Sunnyside High School	FUSD Service Center
PV System Size (kW-DC)	166.14	191.7	351.45	370.62	1101.6	792.36	1175.04	1022.4	1169.37	830.7	1361.07	894.6	594.27	1808.37	645.39
PV System Size (kW-AC)	168	180	300	336	900	702	960	936	1098	768	1272	840	540	1698	588
PV First Year Production (kWh/year)	260,840	305,570	565,835	614,117	2,243,959	1,303,477	2,373,581	1,767,091	1,896,718	1,360,687	2,116,464	1,390,208	959,746	2,954,877	1,077,156
PV PPA Rate ($/kWh)	**$0.1465**	**$0.1465**	**$0.1356**	**$0.1356**	**$0.0760**	**$0.1106**	**$0.0760**	**$0.1188**	**$0.1275**	**$0.1286**	**$0.1302**	**$0.1335**	**$0.1253**	**$0.1199**	**$0.1177**
PPA Escalator (%)	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**	**-1%**

Price for Each Site as a Stand-Alone Project	Sample Elementary School 1	Sample Elementary School 2	Sample Middle School 1	Sample Middle School 2	1MW Ground Mount Site (RES-BCT)	Sample City Hall	Sample Wastewater Treatment Plant	Bullard High School	Edison High School	Fresno High School	Hoover High School	McLane High School	Roosevelt High School	Sunnyside High School	FUSD Service Center
PV System Size (kW-DC)	166.14	191.7	351.45	370.62	1101.6	792.36	1175.04	1022.4	1169.37	830.7	1361.07	894.6	594.27	1808.37	645.39
PV System Size (kW-AC)	168	180	300	336	900	702	960	936	1098	768	1272	840	540	1698	588
PV First Year Production (kWh/year)	260,840	305,570	565,835	614,117	2,243,959	1,303,477	2,373,581	1,767,091	1,896,718	1,360,687	2,116,464	1,390,208	959,746	2,954,877	1,077,156
PV PPA Rate ($/kWh)	$0.1360	$0.1340	$0.1260	$0.1240	$0.0700	$0.1020	$0.0700	$0.1095	$0.1175	$0.1185	$0.1200	$0.1230	$0.1155	$0.1105	$0.1085
PV Cash Purchase Price	$621,553	$685,250	$1,053,824	$1,152,804	$2,511,600	$2,135,840	$2,718,021	$2,910,463	$3,456,760	$2,494,588	$3,923,675	$2,642,418	$1,694,629	$5,070,514	$1,768,604
Energy Storage System Size (kW-AC)	0	0	210	210	N/A	315	420	630	420	525	315	420	525	315	210
Energy Storage System Size (kWh-DC)	0	0	340	340	N/A	510	680	1020	680	850	510	680	850	510	340
Annual Storage Services Fee	0	0	$8,082	$9,001	N/A	$22,467	$23,314	$41,218	$34,645	$33,794	$15,492	$26,700	$31,447	$23,051	$10,522
Storage Fee/KW/Month	0	0	$3.207	$3.572	N/A	$5.944	$4.626	$5.452	$6.874	$5.364	$4.099	$5.298	$4.992	$6.098	$4.175
Storage Cash Purchase Price	0	0	$263,677	$263,677	$0	$359,108	$454,962	$641,224	$454,962	$550,048	$359,108	$454,962	$550,048	$359,108	$263,677
Storage Performance Guarantee	N/A	N/A	100%	100%	N/A	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Demand Reduction Guarantee Rate ($/kW)	N/A	N/A	9.99	9.99	N/A	19.67	15.86	19.67	19.67	16.96	15.86	15.86	19.67	15.86	9.99
Minimum Guaranteed Demand Reduction (kW/yr)	N/A	N/A	809	901	N/A	1,142	1,470	2,181	1,761	1,993	977	1,684	1,599	1,454	1,053

Appendix C- Includes, Excludes, Assumptions, and Specifications for Vendor Offer

Vendor Offer is based on a list of Project inclusions, exclusions, assumptions, specifications, utility data, and site maps provided to Vendor in the RFP. Vendor was required to submit system designs, pricing, and terms for Projects at two sample elementary schools, two sample middle schools, a sample RES-BCT ground-mount project, two sample municipal sites, seven Fresno USD high schools, and the Fresno USD District Service Center Vendor Offer includes purchase pricing and Power Purchase Agreement (PPA) pricing for solar projects and solar plus storage projects (where applicable) for:

- Each unique site.
- Portfolio #1: Small sample sites.
- Portfolio #2: All sites (excluding municipal sites and RES-BCT project).
- Portfolio #3: All Fresno USD sites

Below is the detailed list of includes, excludes, specifications, and assumptions underlying Vendor Offer.

A. Includes for Solar PV Power Purchase Agreement (PPA) AND Purchase Project Scenarios:

Vendor Offer includes at minimum the following components and services:

1. Project engineering
    a. Civil/Structural engineering
    b. Electrical engineering
    c. Mechanical Engineering
    d. Soils reports/engineering
2. Project permitting
    a. DSA or otherwise applicable AHJ permitting fees
    b. Utility interconnection process (upgrade costs on the Utility side of the meter should not be included in the Proposal cost)
        - All appropriate safety signage, as required by the Utility
        - Adequately sized and visible disconnect switches at or near each point of common coupling
3. Safety plan
4. Materials
    a. Modules
    b. Inverters
    c. Racking/structures
        - Lighting for shade structures/carports
    d. Balance of System (BOS)
        - Disconnects/Breakers/Fuses
        - Conduits and conductors
        - Pull boxes and ground vaults
        - Enclosures or cabinets to house non-NEMA rated components
    e. All other materials required to construct the system to comply with national, state, and local building requirements as well as industry standards.

5. Equipment/material procurement
    a. Delivery, storage, and staging logistics
    b. Delivery and handling costs
    c. Procurement bond or insurance (at the Vendor's discretion)
    d. Site security
6. Facility construction
    a. Civil (trenching and backfill, equipment pad preparation, etc.)
    b. Structural/mechanical
    c. Electrical
7. Interconnection process
    a. Generation Interconnection Application
    b. Initial and supplemental review process management
    c. System coordination studies (if deemed necessary)
    d. System protection engineering (Rule 21, UL 1741, etc.)
    e. Pre-parallel inspection
    f. Permission to operate (PTO)
8. Facility testing
9. Facility commissioning
    a. Strings voltage check
    b. Inverters
        - System check
        - Programming and configuration (i.e. ramp rate, power factor, protection, etc.)
    c. Racking visual inspection and torque check
    d. Monitoring, configuration, startup, and training of district personnel
    e. Switchgear (if required)
10. Facility design documentation package and as-built drawings
    a. PV Module – quantity, make, model, and spec sheet
    b. QA/QC documentation
    c. As built documentation (strings labeled in field and recorded on drawings)
    d. Inverters – quantity, make, model, and spec sheet
    e. Racking/shade structure
        - Manufacturer
        - Design drawings
        - Structure finish
    f. Combiner boxes (if any) – quantity, make, model, and spec sheet
    g. Switchgear/Subpanel (if upgrades or additions are required) – manufacturer, ratings, general spec.
    h. AC and DC cable specifications
    i. As-built DC single line diagram with conductor specification
    j. As-built AC single line diagram with conductor specification
    k. As-built array configuration plan
    l. Balance of system (BOS) layout detail and identification
        - Combiner boxes
        - Inverters

m. Inverter locations and mounting specifications
n. Trenching specification (depth, bedding material spec, conduit spec., etc.)
- As built location for ongoing O&M

11. Monitoring equipment/system
    a. Inverter level performance/production monitoring
    b. Configurable alarms to allow for notification of underperformance or outages
    c. Security measures (appropriate fencing, cameras, signage, etc.)
12. Operations and maintenance (10 years for purchased systems; 20 years for PPAs)
    a. Inverter maintenance
    b. Module cleaning/testing
    c. Checking of electrical connections/torque
    d. Racking/structure torque check
    e. Inverter extended warranty or replacement plan
    f. Remote monitoring
    g. Shading mitigation
13. Production performance guarantee
    a. 90% system production guarantee or better.

B. Assumptions for Solar PV PPA AND Purchase Project Scenarios:

a. Projects will be interconnected as net energy metering (NEM or NEM-A) or RES-BCT projects.
b. Assume no incentives from utility.
c. SPURR's fees, as described above, must be included in all proposed pricing.
d. Prevailing wage rates will apply.
e. California DSA pre-check design.
f. All inverters must be UL 1741 certified.
g. Unless otherwise stated, all systems will interconnect into a 277/480VAC 3-Phase service.
h. Campus main meters are adequately sized and have available space for connection of PV generation.
i. For shade structures, concrete support extending up the structure post a minimum of 24".
j. All non-trenched wiring will be made in accessible crawlspaces, attics, or mounted in secure weather tight conduit on racking structures.
k. All unpainted metal shall be resistant to corrosion for a minimum of 25 years.
l. Painted portions of structures will be primed with rust inhibitive primer and then painted with 2 coats of paint or powder coated.
m. Canopies shall have a minimum clear height of 10 foot at the lowest point of any structure.
n. Each canopy system and associated components must be designed and selected to withstand the environmental conditions of the site (e.g., temperatures, winds, rain, flooding, etc.) to which they will be exposed. The design life shall be a minimum of 25-years.

o. Canopies placed in parking lots shall be clearly labeled with max clearance for vehicles at the low points. Label should be easily visible from a vehicle
p. Canopies must include LED lighting that conform to current lighting standards and codes.
q. Existing light post bases and bollards will be removed if not being used by Selected Vendor. Lighting will reuse existing circuits where available.
r. Grounds and landscaping that may have been impacted due to construction will be brought back to original pre-construction conditions.
s. Selected Vendor shall be responsible for prompt removal and disposal of spoils from all related construction activities.
t. All costs associated with system upgrades necessary to avoid power quality issues will be the responsibility of the Selected Vendor.
u. Security measures will be required to limit the potential for theft and vandalism during and after construction of the systems.
v. Array areas shown on project site maps are representative and not exact panel layouts.
w. DC-AC de-rate and inverter configuration to be determined by the Vendor to produce the best system value.
x. Work hours: All pricing should be based on standard work hours of Monday – Friday 6:00 AM to 7:00 PM.

All structures constructed as a part of the project must comply with all applicable permitting, regulatory, and safety agencies, including but not limited to DSA, municipalities, fire departments, utility, etc. All applicable building codes must be strictly adhered to and complied with. Vendors must warrant and maintain the full structural integrity of the PV system.

PV systems built in parking lots or near roadways must not obstruct or hinder school parking or traffic and must allow for appropriate clearance for all vehicles including buses, delivery vehicles, etc.

C. Includes and Assumptions for Solar PV Power Purchase Agreement (PPA) Scenario ONLY:

a. Term: 20 years
b. Annual PPA % escalator: 0%
c. Participant ownership of Renewable Energy Certificates (RECs)
d. An annual production guarantee, with a reasonable degradation factor that matches the term of the offered PPA, must be included. Participants will not be required to purchase more than 110% of the estimated annual energy production.
e. PPA must include purchase option(s) after year 6.
f. Removal of the system and returning the site to its pre-installation condition (normal wear and tear excepted) at the end of the PPA term.

During the PPA ownership period, it will be the responsibility of Vendor to perform all site maintenance, including work required by equipment vendors to maintain warranties, recalibration of equipment, vegetation abatement, panel washing as needed to meet

performance guarantee targets, system monitoring and reporting, and the installation and maintenance of a revenue grade meters for billing purposes. Any damage to the systems resulting from vandalism/theft will be repaired in a timely fashion by Vendor.

D. Includes and Assumptions for Purchase Scenario ONLY:

Proposed purchase pricing includes comprehensive "turnkey" implementation of the proposed PV systems including design, engineering, materials, installation, interconnection, monitoring, and maintenance of solar photovoltaic systems. Proposed pricing should include the following:

a. 10-year O/M contract
b. 10-year 95% annual production guarantee less system degradation

E. Excludes for Solar PV PPA AND Purchase Scenarios:

a. All costs associated with Utility distribution or service upgrades.
b. Cost of parking area renovations (re-striping, resealing, repaving, traffic flow modifications, etc.)
c. Removal/disposal of hazardous materials including asbestos.
d. Habitat mitigation.
e. Conditional use permits, special use permits, or environmental impact reports
f. Roof replacement or repair.
g. Required ADA upgrades.
h. Structural upgrades to buildings.
i. Network and/or data services upgrades.
j. Installation of data wiring for monitoring kiosks or display screens.
k. 3rd party inspector costs
l. Tree or other vegetation removal
m. Performance bond

E. Fresno USD Projects

Fresno Unified School District required a line item cost for each of the following project components and the incremental increase to the PPA rate associated with that line item cost:

a. Minimum of 15' clearance on low side of all canopy structures in driveway or parking areas.
b. Tree or other vegetation removal.
c. Four EV charging stations per site.
d. Reimburse FUSD for DSA inspector of record costs. Assume budgetary estimate of $35,000 per site.
e. Required ADA upgrades.

F. Includes for Energy Storage Projects

Proposals for energy storage projects are required to include at minimum the following items/components:

1. Vendor is responsible for all costs associated with preparing and submitting SGIP applications.
2. Project engineering
    a. Civil/Structural engineering
    b. Electrical engineering
    c. Mechanical engineering
    d. Soils reports/engineering
3. Project permitting
    a. Permitting fees
    b. Utility interconnection process (upgrade costs on the Utility side of the meter should not be included in the Proposal base cost)
        - All appropriate safety signage, as required by the Utility
        - Adequately sized and visible disconnect switches at or near each point of common coupling
4. Safety plan
5. Materials
    a. Battery or other energy storage technology
    b. Inverters
    c. Weatherproof outdoor enclosure/container.
    d. Balance of System (BOS)
        - Disconnects/Breakers/Fuses
        - Conduits and conductors
        - Pull boxes and ground vaults
    e. All other materials required to construct the system to comply with national, state, and local building requirements as well as industry standards.
6. Equipment/material procurement
7. Delivery, storage, and staging logistics
8. Site security
9. Facility construction
    a. Civil (trenching and backfill, equipment pad preparation, etc.)
    b. Structural/mechanical
    c. Electrical
10. Interconnection process
    a. Generation Interconnection Application; must submit to utility within 60 days of execution of Project Agreement.
    b. Self-Generation Incentive Program (SGIP) application and documentation process
    c. Initial and supplemental review process management
    d. System coordination studies (if deemed necessary)
    e. System protection engineering
    f. Utility inspection
11. Facility testing
12. Facility commissioning

a. Inverters
b. Monitoring configuration, startup, and training of Participant personnel
c. Switchgear (if required)

13. Facility design documentation package and as-built drawings
    a. QA/QC documentation
    b. As built documentation
        - Inverters – quantity, make, model, and spec sheet
        - Enclosure description and documentation
            - Design drawings
            - Paint/finish
    c. Switchgear/subpanel (if upgrades or additions are required) – manufacturer, ratings, general spec.
    d. AC and DC cable specifications
    e. As-built DC single line diagram with conductor specification
    f. As-built AC single line diagram with conductor specification
    g. As-built site plan
        - Balance of system (BOS) layout detail and identification
        - Inverter locations and mounting specifications
        - Trenching specification (depth, bedding material spec, conduit spec., etc.)
14. Monitoring equipment/system
    a. System charge/discharge monitoring
    b. 15-minute interval (or better) data granularity
15. Security measures
16. Operations and maintenance for the term of the contract

G. Assumptions for Energy Storage Projects

a. SPURR's fees, as described above, must be included in all proposed pricing.
b. Assume SGIP funding of $0.22/Watt-hour. Vendor must provide a clear and detailed explanation of how changes to proposed pricing will be calculated based on increased/decreased SGIP funding.
c. Prevailing wage rates will apply.
d. Unless otherwise stated, all systems will interconnect into a 277/480VAC 3-Phase service.
e. Electric services are adequately sized and have available space to connect energy storage project.
f. All non-trenched wiring will be made in accessible crawlspaces, attics, or mounted in secure weather tight conduit on racking structures.
g. Painted portions of structures will be primed with rust inhibitive primer and then painted with 2 coats of paint or powder coated.
h. All costs associated with system upgrades necessary to avoid power quality issues will be the responsibility of the Selected Vendor.
i. Security measures will be required to limit the potential for theft and vandalism during and after construction of the systems.

j. Work hours: All pricing should be based on standard work hours of Monday – Friday 6:00 AM to 7:00 PM.
k. Removal of the system at the end of the term.

All structures constructed as a part of the project must comply with all applicable permitting, regulatory, and safety agencies, including but not limited to DSA, municipalities, fire departments, utility, etc. All applicable building codes must be strictly adhered to and complied with. Vendors must warrant and maintain the full structural integrity of the system.

During the entire project life it will be the responsibility of the Selected Vendor to perform all site maintenance, including work required by equipment vendors to maintain warranties, recalibration of equipment, system monitoring and reporting, and the installation and maintenance of a revenue grade meters for billing purposes. Any damage to the systems resulting from vandalism/theft will be repaired in a timely fashion by the Selected Vendor.

H. Excludes for Energy Storage Projects

The following items shall not be included in the base pricing offered by Vendors. All base pricing cost adjustments presented to Participants will be subject to SPURR's review and must comply with a cost adjustment formula to be negotiated with Selected Vendor.

a. All costs associated with Utility distribution or service upgrades.
b. Removal/disposal of existing hazardous materials including asbestos.
c. Habitat mitigation.
d. Conditional use permits, special use permits, or CEQA-related work.
e. Required ADA upgrades.
f. Network and/or data services upgrades.
g. Installation of data wiring for monitoring kiosks or display screens.
h. 3rd party inspector costs

Vendor is required to include a comprehensive list of additional relevant "excludes" that are not reflected in the Proposal and pricing.

APPENDIX D – REAP PROJECT AGREEMENTS

CONFIDENTIAL AND PROPRIETARY

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GENERAL TERMS AND CONDITIONS OF

ENERGY SERVICES AGREEMENT

These General Terms and Conditions ("General Conditions") are dated as of the ____ day of _____, 201__ and are witnessed and acknowledged by [ForeFront Power], LLC, a Delaware limited liability company ("ForeFront Power") and [INSERT LEGAL NAME, ENTITY TYPE AND STATE OF FORMATION] ("Purchaser"), as evidenced by their signature on the last page of this document. These General Conditions are intended to be incorporated by reference into Energy Services Agreements that may be entered into between ForeFront Power and Purchaser or between their respective affiliates. These General Conditions shall have no binding effect upon ForeFront Power or Purchaser, respectively, except to the extent ForeFront Power or Purchaser becomes a party to an Energy Services Agreement that incorporates these General Conditions.

1. DEFINITIONS.

1.1 In addition to other terms specifically defined elsewhere in the Agreement, where capitalized, the following words and phrases shall be defined as follows:

"Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.

"Agreement" means, the Energy Services Agreement.

"Applicable Law" means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

"Assignment" has the meaning set forth in Section 13.1.

"Bankruptcy Event" means with respect to a Party, that either (i) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or (ii) has a petition in bankruptcy filed against it, and such petition is not dismissed within ninety (90) days after the filing thereof.

"Business Day" means any day other than Saturday, Sunday or any other day on which banking institutions in New York, NY are required or authorized by Applicable Law to be closed for business.

"Commercial Operation" has the meaning set forth in Section 3.3(b).

"Commercial Operation Date" has the meaning set forth in Section 3.3(b).

"Confidential Information" has the meaning set forth in Section 15.1.

"Construction Start Date" has the meaning set forth in Section 5 of the Special Conditions.

"Covenants, Conditions and Restrictions" or "CCR" means those requirements or limitations related to the Premises as may be set forth in a lease, if applicable, or by any association or other organization, having the authority to impose restrictions.

"Delay Liquidated Damages" means the daily payment of (i) $0.250/day/kW if the ForeFront Power fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date.

"Disruption Period" has the meaning set forth in Section 4.3.

"Early Termination Date" means any date on which the Agreement terminates other than by reason of expiration of the then applicable Term.

"Early Termination Fee" means the fee payable by Purchaser to ForeFront Power under the circumstances described in Section 11.2.

"Effective Date" has the meaning set forth in the preamble to the Special Conditions.

"Energy Services" has the meaning set forth in the Special Conditions.

"Energy Services Agreement" means each Energy Services Agreement (including the Schedules attached thereto) that may be entered into between ForeFront Power and Purchaser or between their respective affiliates that incorporates these General Conditions by reference.

"Energy Services Payment" has the meaning set forth in Schedule 2 of the Special Conditions.

"Environmental Attributes" shall mean, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products.

"Environmental Documents" has the meaning set forth in Section 7.2(h).

"Environmental Law" means any and all federal, state, local, provincial and foreign, civil and criminal laws, statutes, ordinances, orders, common law, codes, rules, regulations, judgments, decrees, injunctions relating to the protection of health and the environment, worker health and safety, and/or governing the handling, use, generation, treatment, storage, transportation, disposal, manufacture, distribution, formulation, packaging, labeling, or release to the environment of or exposure to Hazardous Materials, including any such requirements implemented through Governmental Approvals.

"Estimated Remaining Payments" means as of any date, the estimated remaining Energy Services Payments to be made through the end of the then-applicable Term, as reasonably determined by ForeFront Power.

"Expiration Date" means the date on which the Agreement terminates by reason of expiration of the Term.

"Fair Market Value" means, with respect to any tangible asset or service, the price that would be negotiated in an arm's-length, free market transaction, for cash, between an informed, willing seller and an informed, willing buyer, neither of whom is under compulsion to complete the transaction. Fair Market Value of the System will be determined pursuant to Section 2.4.

"Financing Party" means, as applicable (i) any Person (or its agent) from whom ForeFront Power (or an Affiliate of ForeFront Power) leases the System, (ii) any Person (or its agent) who has made or will make a loan to or otherwise provides financing to ForeFront Power (or an Affiliate of ForeFront Power) with respect to the System, or (iii) any Person acquiring a direct or indirect interest in ForeFront Power or in ForeFront Power's interest in the Agreement or the System as a tax credit investor.

"Force Majeure Event" has the meaning set forth in Section 10.1.

"ForeFront Power" has the meaning set forth in the Special Conditions.

"ForeFront Power Default" has the meaning set forth in Section 11.1(a).

"General Conditions" means these General Terms and Conditions of the Energy Services Agreement, including all Exhibits hereto.

"Guaranteed Commercial Operation Date" has the meaning set forth in Section 5 of the Special Conditions, which date shall be extended day-for-day for Force Majeure Events and for other events outside of ForeFront Power's reasonable control.

"Governmental Approval" means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority, including any such approval, consent, order or binding agreements with or involving a governmental authority under Environmental Laws.

"Governmental Authority" means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

"Hazardous Materials" means any hazardous or toxic material, substance or waste, including petroleum, petroleum hydrocarbons or petroleum products, and any other chemicals, materials, substances or wastes in any amount or concentration which are regulated under or for which liability can be imposed under any Environmental Law.

"Indemnified Parties" has the meaning set forth in Section 16.1.

"Initial Term" has the meaning set forth in Section 2 of the Special Conditions.

"Installation Work" means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for ForeFront Power at the Premises.

"Invoice Date" has the meaning set forth in Section 6.2.

"Liens" has the meaning set forth in Section 7.1(e).

"Local Electric Utility" means the local electric distribution owner and operator providing electric distribution and interconnection services to Purchaser at the Premises.

"Losses" means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys' fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation).

"Option Price" has the meaning set forth in Section 2.3.

"Party" or "Parties" has the meaning set forth in the preamble to the Special Conditions.

"Person" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

"Pre-existing Environmental Conditions" means any: (i) violation of, breach of or non-compliance with any Environmental Laws with respect to the Premises that first existed, arose or occurred on or prior to ForeFront Power's commencement of construction at the Premises and (ii) the presence or release of, or exposure to, any Hazardous Materials at, to, on, in, under or from the Premises that first existed, arose or occurred on or prior to ForeFront Power's commencement of construction at the Premises.

"Premises" means the premises described in Schedule 1 of the Special Conditions. The Premises includes the entirety of any structures and underlying real property located at the address in Schedule 1 of the Special Conditions.

"Purchase Date" means the first Business Day that occurs after the applicable purchase date set forth in Schedule 3 of the Special Conditions.

"Purchaser" has the meaning set forth in the preamble to the Special Conditions.

"Purchaser Default" has the meaning set forth in Section 11.2(a).

"Renewal Term" has the meaning set forth in Section 2.1.

"Representative" has the meaning set forth in Section 15.1.

"Security Interest" has the meaning set forth in Section 8.2.

"Site-Specific Requirements" means the site-specific information and requirements as may be set forth in Schedule 6 of the Special Conditions.

"Special Conditions" means each Energy Services Agreement, excluding these General Conditions.

"Stated Rate" means a rate per annum equal to the lesser of (a) the "prime rate" (as reported in The Wall Street Journal) plus two percent (2%) or (b) the maximum rate allowed by Applicable Law.

"System" has the meaning set forth in Schedule 1 of the Special Conditions.

"System-based Incentives" means any accelerated depreciation, installation or production-based incentives, investment tax credits and subsidies including, but not limited to, the subsidies in Schedule 1 of the Special Conditions and all other related subsidies and incentives.

"System Operations" means ForeFront Power's operation, maintenance and repair of the System performed in accordance with the requirements herein.

"Term" has the meaning set forth in Section 2 of the Special Conditions.

"Term Year" means a twelve (12) month period beginning on the first day of the Term and each successive twelve (12) month period thereafter.

"Termination Date" means the date on which the Agreement ceases to be effective, including on an Early Termination Date or the Expiration Date.

"Transfer Time" has the meaning set forth in Section 4.3(a).

1.2 Interpretation. The captions or headings in these General Conditions are strictly for convenience and shall not be considered in interpreting the Agreement. Words in the Agreement that impart the singular connotation shall be interpreted as plural, and words that impart the plural connotation shall be interpreted as singular,

as the identity of the parties or objects referred to may require. The words "include", "includes", and "including" mean include, includes, and including "without limitation" and "without limitation by specification." The words "hereof", "herein", and "hereunder" and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement. Except as the context otherwise indicates, all references to "Articles" and "Sections" refer to Articles and Sections of these General Conditions.

2. TERM AND TERMINATION.

2.1 Term; Early Termination; Milestone Dates.

(a) Term. The term of the Agreement shall commence on the Effective Date and shall continue for the number of years after the Commercial Operation Date that are specified in the Special Conditions (the "Initial Term"), unless and until extended or terminated earlier pursuant to the provisions of the Agreement.

(b) Early Termination. Purchaser may terminate the Agreement prior to any applicable Expiration Date for any reason upon sixty (60) days' prior written notice. If Purchaser terminates the Agreement prior to the Expiration Date of the Initial Term, Purchaser shall pay, as liquidated damages, the Early Termination Fee set forth on Schedule 3, Column 1 of the Special Conditions, and ForeFront Power shall cause the System to be disconnected and removed from the Premises. Upon Purchaser's payment to ForeFront Power of the Early Termination Fee, the Agreement shall terminate automatically.

(c) Purchaser may (i) if ForeFront Power fails to commence construction by the Construction Start Date, be entitled (as its sole remedy) to Delay Liquidated Damages not to exceed $22.5/kW, (ii) terminate this Agreement with no liability whatsoever if ForeFront Power fails to commence construction of the System by the date that is 90 days after the Construction Start Date, or (iii) if ForeFront Power fails to achieve Commercial Operation by the Guaranteed Commercial Operation Date, be entitled (as its sole remedy) to Delay Liquidated Damages not to exceed $15/kW, plus (if Installation Work had commenced at the Premises as of the date of termination) any costs reasonably incurred by Purchaser to return its Premises to its condition prior to commencement of the Installation Work. Further, Purchaser may terminate this Agreement with no liability whatsoever if ForeFront Power fails to commence Commercial Operation by the date that is 60 days after the Guaranteed Commercial Operation Date. The Construction Start Date and Guaranteed Commercial Operation Date shall be extended on a day-for-day basis if, notwithstanding ForeFront Power's commercially-reasonable efforts, interconnection approval is not obtained within 60 days after the Effective Date, provided that interconnection applications are submitted within 45 days of the later of (a) the Effective Date and (b) finalization of the System layout.

2.2 Purchase Option. On any Purchase Date, so long as a Purchaser Default shall not have occurred and be continuing, Purchaser has the option to purchase the System for a purchase price (the "Option Price") equal to the greater of (a) the Fair Market Value of the System as of the Purchase Date, or (b) the Early Termination Fee as of the Purchase Date, as specified in Schedule 3, Column 2 of the Special Conditions. To exercise its purchase option, Purchaser shall, not less than one hundred and eighty (180) days prior to the proposed Purchase Date, provide written notice to ForeFront Power of Purchaser's intent to exercise its option to purchase the System on such Purchase Date. Within thirty (30) days of receipt of Purchaser's notice, ForeFront Power shall specify the Option Price, and Purchaser shall then have a period of thirty (30) days after notification to confirm or retract its decision to exercise the purchase option or, if the Option Price is equal to the Fair Market Value of the System, to dispute the determination of the Fair Market Value of the System. In the event Purchaser confirms its exercise of the purchase option in writing to ForeFront Power (whether before or after any determination of the Fair Market Value determined pursuant to Section 2.3), (i) the Parties shall promptly execute all documents necessary to (A) cause title to the System to pass to Purchaser on the Purchase Date, free and clear of any Liens, and (B) assign all vendor warranties for the System to Purchaser, and (ii) Purchaser shall pay the Option Price to ForeFront Power on the Purchase Date, such payment to be made in accordance with any previous written instructions delivered to Purchaser by ForeFront Power or ForeFront Power's Financing Party, as applicable, for payments under the Agreement. Upon execution of the documents and payment of the Option Price, in each case as described in the preceding sentence, the Agreement shall terminate automatically. Payment of the Option Price shall be in lieu of and instead of any payments as described in Section 2.2 hereof. In the event Purchaser retracts its exercise of, or does not timely confirm, the purchase option, the provisions of the Agreement shall be applicable as if Purchaser had not exercised any option to purchase the System.

2.3 Determination of Fair Market Value. If the Option Price indicated by ForeFront Power in accordance with Section 2.2 is equal to the Fair Market Value (as determined by ForeFront Power) and Purchaser disputes such stated Fair Market Value within thirty (30) days of receipt of such notice from ForeFront Power, then the Parties shall mutually select an independent appraiser with experience and expertise in the Energy Services industry. Such appraiser shall act reasonably and in good faith to determine Fair Market Value and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by Purchaser if such appraisal results in a value equal or greater than the value provided by ForeFront Power pursuant to Section 2.3; otherwise, the Parties shall equally share such cost.

2.4 Removal of System at Expiration. Subject to Purchaser's exercise of its purchase option under Section 2.2, upon the expiration or earlier termination of the Agreement, ForeFront Power shall, at ForeFront Power's expense, remove all of its tangible property comprising the System from the Premises on a mutually convenient date but in no case later than ninety (90) days after the Termination Date. The Premises shall be returned to its original condition, except for System mounting pads or other support structures on roof-mounted systems only, and ordinary wear and tear. If the System is to be located on a roof, then in no case shall ForeFront Power's removal of the System affect the integrity of Purchaser's roof, which shall be as leak proof as it was prior to removal of System (other than ordinary wear and tear). For purposes of ForeFront Power's removal of the System, Purchaser's covenants pursuant to Section 7.2 shall remain in effect until the date of actual removal of the System. ForeFront Power shall leave the Premises in neat and clean order. If ForeFront Power fails to remove or commence substantial efforts to remove the System by such agreed upon date, Purchaser shall have the right, at its option, to remove the System to a public warehouse and restore the Premises to its original condition (other than System mounting pads or other support structures and ordinary wear and tear) at ForeFront Power's reasonable cost.

2.5 Conditions of the Agreement Prior to the Commercial Operation Date.

(a) In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, ForeFront Power may (at its sole discretion) provide notice that it is terminating the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination:

(i) ForeFront Power determines that the Premises, as is, is insufficient to accommodate the System or unsuitable for construction or operation of the System.

(ii) There exist site conditions (including environmental conditions) or construction requirements that were not known as of the Effective Date and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the System as designed.

(iii) There is a material adverse change in the regulatory environment, incentive program or federal or state tax code (including the expiration of any incentive program or tax incentives in effect as of the Effective Date) that could reasonably be expected to adversely affect the economics of the installation for ForeFront Power and its investors.

(iv) ForeFront Power is unable to obtain financing for the System on terms and conditions satisfactory to it.

(v) ForeFront Power has not received: (1) a fully executed a license in the form of Exhibit A of these General Conditions from the owner of the Premises (if the Purchaser is a tenant), (2) a release or acknowledgement from any mortgagee of the Premise, if required by ForeFront Power's Financing Party, to establish the priority of its security interest in the System, and (3) such other documentation as may be reasonably requested by ForeFront Power to evidence Purchaser's ability to meet its obligations under Section 7.2(d)(ii) to ensure that ForeFront Power will have access to the Premises throughout the Term.

(vi) There has been a material adverse change in the rights of Purchaser to occupy the Premises or ForeFront Power to construct the System on the Premises.

(viii) Purchaser has determined that there are easements, CCRs or other land use restrictions, liens or encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the System.

(ix) There has been a material adverse change in Purchaser's credit-worthiness.

(b) If any of the conditions set forth in Section 2.5(a) are partly or wholly unsatisfied, and ForeFront Power wishes to revise the information in the Special Conditions, then ForeFront Power may propose modifications to the Special Conditions for acceptance by Purchaser. If Purchaser does not accept such modified Special Conditions, ForeFront Power may terminate this Agreement as provided in Section 2.5(a). If Purchaser accepts such revised Special Conditions, such revised Special Conditions shall be deemed an amendment of the Agreement, and the Agreement shall remain in force and effect upon execution by both Parties.

3. CONSTRUCTION, INSTALLATION AND TESTING OF SYSTEM.

3.1 Installation Work. ForeFront Power will cause the System to be designed, engineered, installed and constructed substantially in accordance with Schedule 1 of the Special Conditions and Applicable Law. At its request, Purchaser shall have the right to review all construction plans and designs, including engineering evaluations of the impact of the System. ForeFront Power shall perform the Installation Work at the Premises between the hours of 7:00 a.m. and 7:00 p.m. in a manner that minimizes inconvenience to and interference with the use of the Premises to the extent commercially practical.

3.2 Approvals; Permits. Purchaser shall assist ForeFront Power in obtaining all necessary consents, approvals and permits required to perform Purchaser's obligations under this Agreement, including but not limited to those related to the Local Electric Utility, any Governmental Approval, and any consents, waivers, approvals or releases required pursuant to any applicable contract or CCR.

3.3 System Acceptance Testing.

(a) ForeFront Power shall conduct testing of the System in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by providers of Energy Services similar to those provided by the System in the United States.

(b) If the results of such testing indicate that the System is capable of providing the Energy Services, using such instruments and meters as have been installed for such purposes, and the System has been approved for interconnected operation by the Local Electric Utility ("Commercial Operation"), then ForeFront Power shall send a written notice to Purchaser to that effect, and the date of such notice shall be the "Commercial Operation Date".

4. SYSTEM OPERATIONS.

4.1 ForeFront Power as Owner and Operator. The System will be owned by ForeFront Power or ForeFront Power's Financing Party and will be operated and maintained and, as necessary, repaired by ForeFront Power at its sole cost and expense; *provided*, any repair or maintenance costs incurred by ForeFront Power as a result of Purchaser's negligence or breach of its obligations hereunder shall be reimbursed by Purchaser.

4.2 Metering. ForeFront Power shall install and maintain a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the System and may, at its election, install a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility and consumed at the Premises.

4.3 System Disruptions. In the event that (a) the owner or lessee of the Premises repairs the Premises for any reason not directly related to damage caused by the System, and such repair requires the partial or complete temporary disassembly or movement of the System, or (b) any act or omission of Purchaser or Purchaser's employees, Affiliates, agents or subcontractors (collectively, a "Purchaser Act") results in a disruption or outage in System production, then, in either case, Purchaser shall (i) pay ForeFront Power for all work required by ForeFront Power to

disassemble or move the System and (ii) continue to make all payments for the Energy Services during such period of System disruption (the "Disruption Period"), and (iii) reimburse ForeFront Power for any other lost revenue during the Disruption Period, including any lost revenue associated with any reduced sales of Environmental Attributes and any reduced System-based Incentives, if applicable, during the Disruption Period. For the purpose of calculating Energy Services Payments and lost revenue for such Disruption Period, Energy Services for each month of said months shall be deemed to have been produced at the average rate over the same month for which data exists (or, if the disruption occurs within the first twelve (12) months of operation, the average over such period of operation).

5. TITLE TO SYSTEM.

5.1 Throughout the duration of the Agreement, ForeFront Power or ForeFront Power's Financing Party shall be the legal and beneficial owner of the System at all times, and the System shall remain the personal property of ForeFront Power or ForeFront Power's Financing Party and shall not attach to or be deemed a part of, or fixture to, the Premises. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Purchaser covenants that it will use reasonable commercial efforts to place all parties having an interest in or lien upon the real property comprising the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as attaching to the System as a fixture of the Premises, Purchaser shall provide, at ForeFront Power's request, a disclaimer or release from such lien holder. If Purchaser is the fee owner of the Premises, Purchaser consents to the filing by ForeFront Power, on behalf of Purchaser, of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction of the Premises. If Purchaser is not the fee owner, Purchaser will, at ForeFront Power's request, use commercially reasonable efforts to obtain such consent from such owner.

5.2 Environmental Attributes And System-Based Incentives. Purchaser's purchase of Energy Services includes Environmental Attributes, but does not include System-based incentives. System-based Incentives shall be owned by ForeFront Power or ForeFront Power's financing party for the duration of the System's operating life. Purchaser disclaims any right to System-based Incentives based upon the installation of the System at the Premises, and shall, at the request of ForeFront Power, execute any document or agreement reasonably necessary to fulfill the intent of this Section 5.2.

6. PRICE AND PAYMENT.

6.1 Consideration. Purchaser shall pay to ForeFront Power a monthly Energy Services Payment for the Energy Services provided during each calendar month of the Term as set forth in the Special Conditions.

6.2 Invoice. ForeFront Power shall invoice Purchaser on or about the first day of each month (each, an "Invoice Date"), commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Energy Services Payment in respect of the immediately preceding month. The last invoice shall include Energy Services provided only through the Termination Date of this Agreement.

6.3 Time of Payment. Purchaser shall pay all undisputed amounts due hereunder within thirty (30) days after the date of the applicable Invoice Date.

6.4 Method of Payment. Purchaser shall make all payments under the Agreement either (a) by electronic funds transfer in immediately available funds to the account designated by ForeFront Power from time to time or (b) by check timely delivered to the location designated by ForeFront Power from time to time. All payments that are not paid when due shall bear interest accruing from the date becoming past due until paid in full at a rate equal to the Stated Rate.

6.5 Disputed Payments. If a *bona fide* dispute arises with respect to any invoice, Purchaser shall not be deemed in default under the Agreement and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. If an amount disputed by Purchaser

is subsequently deemed to have been due pursuant to the applicable invoice, interest shall accrue at the Stated Rate on such amount from the date becoming past due under such invoice until the date paid.

7. GENERAL COVENANTS.

7.1 ForeFront Power's Covenants. ForeFront Power covenants and agrees to the following:

(a) Notice of Damage or Emergency. ForeFront Power shall (x) promptly notify Purchaser if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (y) immediately notify Purchaser if it becomes aware of any event or circumstance relating to the System or the Premises that poses a significant risk to human health, the environment, the System or the Premises.

(b) Governmental Approvals. While providing the Installation Work, Energy Services, and System Operations, ForeFront Power shall obtain and maintain and secure all Governmental Approvals required to be obtained and maintained and secured by ForeFront Power and to enable ForeFront Power to perform such obligations.

(c) Health and Safety. ForeFront Power shall take all necessary and reasonable safety precautions with respect to providing the Installation Work, Energy Services, and System Operations that shall comply with all Applicable Laws pertaining to the health and safety of persons and real and personal property. All work shall be performed by licensed professionals, as may be required by Applicable Law, and in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by a majority of System integrators in the United States.

(d) Liens. Other than a Financing Party's security interest in or ownership of the System, ForeFront Power shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature ("Liens") on or with respect to the Premises or any interest therein, in each case to the extent such Lien arises from or is related to ForeFront Power's performance or non-performance of its obligations hereunder. If ForeFront Power breaches its obligations under this Section, it shall (i) immediately notify Purchaser in writing, (ii) promptly cause such Lien to be discharged and released of record without cost to Purchaser, and (iii) defend and indemnify Purchaser against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien; *provided*, ForeFront Power shall have the right to contest any such Lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such Lien from title to the Premises or that assure that any adverse judgment with respect to such Lien will be paid without affecting title to the Premises.

7.2 Purchaser's Covenants. Purchaser covenants and agrees as follows:

(a) Notice of Damage or Emergency. Purchaser shall (i) promptly notify ForeFront Power if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (ii) immediately notify ForeFront Power it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises. In the event of damage to Purchaser's premises caused by, or as the result of, the System, ForeFront Power shall, at its sole cost, repair said premises to the condition existing prior to such damage.

(b) Liens. Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the System or any interest therein. If Purchaser breaches its obligations under this Section, it shall immediately notify ForeFront Power in writing, shall promptly cause such Lien to be discharged and released of record without cost to ForeFront Power, and shall indemnify ForeFront Power against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.

(c) Consents and Approvals. To the extent that only Purchaser is authorized to request, obtain or issue any necessary approvals, Governmental Approvals, rebates or other financial incentives, Purchaser shall cooperate with ForeFront Power to obtain or issue such approvals, Governmental Approvals, rebates or other financial incentives

in the name of ForeFront Power. Purchaser shall provide to ForeFront Power copies of all Governmental Approvals and CCRs applicable to the Premises, other than those obtained by ForeFront Power or to which ForeFront Power is a party.

(d) Access to Premises, Grant of License.

(i) Purchaser hereby grants to ForeFront Power a commercial license coterminous with the Term containing all the rights necessary for ForeFront Power to use and occupy portions of the Premises for the installation, operation, maintenance and removal of the System pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for ForeFront Power and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the System with the Premises' electrical wiring; *provided*, with respect to Provider's access to the Site, such license shall be subject to conditions or limitations for the protection of minor students that are imposed generally on commercial contractors by Purchaser or by Applicable Law. If ForeFront Power's financing structure requires that Purchaser enter into a license agreement directly with Financing Party, ForeFront Power shall enter into such an agreement which shall be in a form set forth by ForeFront Power and which contain substantially the same rights as set forth in this Section 7.2(d).

(ii) Regardless of whether Purchaser is owner of the Premises or leases the Premises from a landlord, Purchaser hereby covenants that (x) ForeFront Power shall have access to the Premises and System during the Term of this Agreement and for so long as needed after termination to remove the System pursuant to the applicable provisions herein, and (y) neither Purchaser nor Purchaser's landlord will interfere or handle any ForeFront Power equipment or the System without written authorization from ForeFront Power; *provided*, Purchaser and Purchaser's landlord shall at all times have access to and the right to observe the Installation Work or System removal.

(iii) If Purchaser is a lessee of the Premises, Purchaser further covenants that it shall deliver to ForeFront Power, a license from Purchaser's landlord in substantially the form attached hereto as Exhibit A of these General Conditions.

(e) Temporary storage space during installation or removal. Purchaser shall use commercially reasonable efforts to obtain an agreement for sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, System Operations or System removal, and access for rigging and material handling.

(f) On or before the Effective Date of each Special Conditions Purchaser shall identify and set forth in each Special Conditions and unless previously delivered, Purchaser shall, to the extent the same are known and available, deliver to ForeFront Power copies of all reports, agreements, plans, inspections, tests, studies or other materials concerning the presence of Hazardous Materials at, from or on the Premises including, but not limited to, soil reports, design drawings, environmental reports, sampling results or other documents relating to Hazardous Materials that have been identified or may be present on, in or under the Premises (collectively, the "Environmental Documents"). Thereafter, Purchaser agrees to provide copies of any new Environmental Documents within ten (10) days of receipt of same. Purchaser hereby agrees to furnish such other documents in Purchaser's possession or control with respect to Governmental Approvals compliance with Environmental Law or Hazardous Materials with respect to the Premises as may be reasonably requested by ForeFront Power from time to time.

(g) Notwithstanding anything to the contrary in the Agreement, Purchaser shall operate and maintain the Premises to comply with the requirements of all applicable Environmental Laws that limit or govern the conditions or uses of the Premises, without impairing or interfering with ForeFront Power's construction, operation and ownership of the System or occupancy of the Premises. In no event shall ForeFront Power have any liability or obligation with respect to any Pre-existing Environmental Condition on, in or under the Premises, or operations or maintenance of the Premises required to comply with Environmental Laws with respect to Pre-Existing Environmental Conditions.

(j) Purchaser shall indemnify, hold harmless and defend ForeFront Power from and against all claims, pay costs and expenses, and conduct all actions required under Environmental Laws in connection with (i) the

existence at, on, above, below or near the Premises of any Pre-existing Environmental Conditions, and (ii) any Hazardous Materials released, spilled or deposited at, on above or below the Premises by the Purchaser.

8. REPRESENTATIONS & WARRANTIES.

8.1 Representations and Warranties of Both Parties. In addition to any other representations and warranties contained in the Agreement, each Party represents and warrants to the other as of the Effective Date that:

(a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;

(b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement;

(c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;

(d) the Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy and other similar laws now or hereafter in effect;

(e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein;

(f) its execution and performance of the Agreement and the transactions contemplated hereby do not and will not constitute a breach of any term or provision of, or a default under, (i) any contract, agreement or Governmental Approval to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws; and

(g) its execution and performance of the Agreement and the transactions contemplated hereby do not and will not require any consent from a third party, including any Governmental Approvals from any Governmental Authority, that are not identified in the Special Conditions.

8.2 Representations of Purchaser. Purchaser represents and warrants to ForeFront Power as of the Effective Date that:

(a) Purchaser acknowledges that it has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected security interest (the "Security Interest") in the System to a Financing Party;

(b) To Purchaser's knowledge, the granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement affecting the Premises;

(c) Purchaser is aware of no existing lease, mortgage, security interest or other interest in or lien upon the Premises that could attach to the System as an interest adverse to ForeFront Power's Financing Party's Security Interest therein;

(d) To Purchaser's knowledge, there exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default under this Agreement;

(e) To Purchaser's knowledge, Purchaser has identified and disclosed to ForeFront Power in the Special Conditions (i) all Environmental Documents, (ii) all CCRs, Governmental Approvals or other restrictions imposed under Applicable Laws with respect to the use of the Premises that could affect the construction and operation of the System, and (iii) all environmental reports, studies, data or other information relating to the use of the Premises by ForeFront Power within the Purchaser's possession or control;

(f) The Premises is in compliance with Environmental Laws, and that Purchaser holds and is in compliance with all Governmental Approvals required for the ownership and any current operations or activities conducted at the Premises; and

(g) Purchaser has identified in the Special Conditions and delivered to ForeFront Power all material reports and information concerning the presence or release of Hazardous Materials on, in or under the Premises.

Any Financing Party shall be an intended third-party beneficiary of this Section 8.2.

8.3 EXCLUSION OF WARRANTIES. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY SET FORTH HEREIN, THE INSTALLATION WORK, SYSTEM OPERATIONS, AND ENERGY SERVICES PROVIDED BY FOREFRONT POWER TO PURCHASER PURSUANT TO THIS AGREEMENT SHALL BE "AS-IS WHERE-IS." NO OTHER WARRANTY TO PURCHASER OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS MADE AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SYSTEM, THE ENERGY SERVICES OR ANY OTHER SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY FOREFRONT POWER.

9. TAXES AND GOVERNMENTAL FEES.

9.1 Purchaser Obligations. Purchaser shall reimburse and pay for any documented taxes, fees or charges imposed or authorized by any Governmental Authority and paid by ForeFront Power due to ForeFront Power's sale of the Energy Services to Purchaser (other than income taxes imposed upon ForeFront Power). ForeFront Power shall notify Purchaser in writing with a detailed statement of such amounts, which shall be invoiced by ForeFront Power and payable by Purchaser. Purchaser shall timely report, make filings for, and pay any and all sales, use, income, gross receipts or other taxes, and any and all franchise fees or similar fees assessed against it due to its purchase of the Energy Services. This Section 9.1 excludes taxes specified in Section 9.2.

9.2 ForeFront Power Obligations. Subject to Section 9.1 above, ForeFront Power shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System.

10. FORCE MAJEURE.

10.1 Definition. "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with the Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force Majeure Event" shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused solely by employees of ForeFront Power or as a result of such party's failure to comply with a collective bargaining agreement); (v) action or inaction by a Governmental Authority (unless Purchaser is a Governmental Authority and Purchaser is the Party whose performance is affected by such action nor inaction). A Force Majeure Event shall not be based on the economic hardship of either Party, or upon the expiration of any lease of the Premises by the Purchaser from the owner of the Premises.

10.2 Excused Performance. Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement (other than the failure to pay amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; *provided*, the Party claiming relief under this Article 10 shall as soon as practicable after becoming aware of the circumstances constituting Force Majeure (i) notify the other Party in writing

of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter; *provided*, Purchaser shall not be excused from making any payments and paying any unpaid amounts due in respect of Energy Services delivered to Purchaser prior to the Force Majeure Event performance interruption.

10.3 Termination in Consequence of Force Majeure Event. If a Force Majeure Event shall have occurred that has affected ForeFront Power's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then either Party shall be entitled to terminate the Agreement upon ninety (90) days' prior written notice to the other Party. If at the end of such ninety (90) day period such Force Majeure Event shall still continue, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination).

11. DEFAULT.

11.1 ForeFront Power Defaults and Purchaser Remedies.

(a) ForeFront Power Defaults. The following events shall be defaults with respect to ForeFront Power (each, a "ForeFront Power Default"):

(i) A Bankruptcy Event shall have occurred with respect to ForeFront Power;

(ii) ForeFront Power fails to pay Purchaser any undisputed amount owed under the Agreement within thirty (30) days from receipt of notice from Purchaser of such past due amount; and

(iii) ForeFront Power breaches any material representation, covenant or other term of the Agreement and (A) if such breach can be cured within thirty (30) days after Purchaser's written notice of such breach and ForeFront Power fails to so cure, or (B) ForeFront Power fails to commence and pursue a cure within such thirty (30) day period if a longer cure period is needed.

(b) Purchaser's Remedies. If a ForeFront Power Default described in Section 11.1(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Article 12, Purchaser may terminate the Agreement and exercise any other remedy it may have at law or equity or under the Agreement.

11.2 Purchaser Defaults and ForeFront Power's Remedies.

(a) Purchaser Default. The following events shall be defaults with respect to Purchaser (each, a "Purchaser Default"):

(i) A Bankruptcy Event shall have occurred with respect to Purchaser;

(ii) Purchaser breaches any material representation, covenant or other term of the Agreement if (A) such breach can be cured within thirty (30) days after ForeFront Power's notice of such breach and Purchaser fails to so cure, or (B) Purchaser fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed; and

(iii) Purchaser fails to pay ForeFront Power any undisputed amount due ForeFront Power under the Agreement within thirty (30) days from receipt of notice from ForeFront Power of such past due amount.

(b) ForeFront Power's Remedies. If a Purchaser Default described in Sections 11.2(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Article 12, ForeFront Power may terminate this Agreement and upon such termination, (A) ForeFront Power shall be entitled to receive from Purchaser the Early Termination Fee, and (B) ForeFront Power may exercise any other remedy it may have at law or equity or under the Agreement.

11.3 Cross Default. With respect to any Systems that are co-located at the same Premises, if a Party defaults under the Agreement related one such System, it shall also be a default of such Party under the Agreement(s) related to the other co-located System(s); *provided*, a cure of the original default shall be a cure of any such cross default. In the event of a cross default, the non-defaulting Party shall be entitled to exercises its rights with respect to all such Agreements, including terminating all such Agreements (but not less than all such Agreements) and, if ForeFront Power terminates the Agreements due to a Purchaser Default, Purchaser shall pay the Early Termination Fees for all such terminated Agreements.

11.4 Removal of System. Upon any termination of the Agreement pursuant to this Article 11, ForeFront Power will remove the System pursuant to Section 2.4 hereof, absent any purchase of the System by Purchaser pursuant to Section 2.2 hereof.

12. LIMITATIONS OF LIABILITY.

12.1 Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the Agreement.

12.2 A Party's maximum liability to the other Party under the Agreement, shall be limited to the aggregate Estimated Remaining Payments as of the date of the events giving rise to such liability, *provided*, the limits of liability under this Section 12.2 shall not apply with respect to (i) indemnity obligations hereunder in respect of personal injury or environmental claims, (ii) any obligation of Purchaser to pay Energy Service Payments, the Early Termination Fee or the Option Price, and (iii) any obligation of ForeFront Power to pay for Lost Savings in accordance with the Special Conditions, if applicable.

13. ASSIGNMENT.

13.1 Assignment by ForeFront Power. ForeFront Power shall not sell, transfer or assign (collectively, an "Assignment") the Agreement or any interest therein, without the prior written consent of Purchaser, which shall not be unreasonably withheld, conditioned or delayed; *provided*, Purchaser agrees that ForeFront Power may assign this Agreement without the consent of the Purchaser to an affiliate of ForeFront Power or any party providing financing for the System. In the event that ForeFront Power identifies a secured Financing Party in the Special Conditions, or in a subsequent notice to Purchaser, then Purchaser shall comply with the provisions set forth in Exhibit B of these General Terms and Conditions and agrees to provide such estoppels and acknowledgments as ForeFront Power may reasonably request from time to time. Any Financing Party shall be an intended third-party beneficiary of this Section 13.1. Any Assignment by ForeFront Power without obtaining the prior written consent and release of Purchaser, when such consent is required by this Section 13.1, shall not release ForeFront Power of its obligations hereunder.

13.2 Acknowledgment of Collateral Assignment. In the event that ForeFront Power identifies a secured Financing Party in the Special Conditions, or in a subsequent notice to Purchaser, then Purchaser hereby acknowledges:

(a) The collateral assignment by ForeFront Power to the Financing Party, of ForeFront Power's right, title and interest in, to and under the Agreement, as consented to under Section 13.1 of the Agreement.

(b) That the Financing Party as such collateral assignee shall be entitled to exercise any and all rights of lenders generally with respect to ForeFront Power's interests in this Agreement.

(c) That it has been advised that ForeFront Power has granted a first priority perfected security interest in the System to the Financing Party and that the Financing Party has relied upon the characterization of the System as personal property, as agreed in this Agreement in accepting such security interest as collateral for its financing of the System.

Any Financing Party shall be an intended third- party beneficiary of this Section 13.2.

13.3 Assignment by Purchaser. Purchaser shall not assign the Agreement or any interest therein, without ForeFront Power's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any Assignment by Purchaser without the prior written consent of ForeFront Power shall not release Purchaser of its obligations hereunder.

14. NOTICES.

14.1 Notice Addresses. Unless otherwise provided in the Agreement, all notices and communications concerning the Agreement shall be in writing and addressed to the other Party (or Financing Party, as the case may be) at the addresses set forth in the Special Conditions, or at such other address as may be designated in writing to the other Party from time to time.

14.2 Notice. Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile (if sent during normal business hours or the next Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. mail.

14.3 Address for Invoices. All invoices under the Agreement shall be sent to the address provided by Purchaser. Invoices shall be sent by regular first class mail postage prepaid.

15. CONFIDENTIALITY.

15.1 Confidentiality Obligation. If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the financing, design, operation and maintenance of the System or of Purchaser's business ("Confidential Information") to the other or, if in the course of performing under the Agreement or negotiating the Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the above, a Party may provide such Confidential Information to its officers, directors, members, managers, employees, agents, contractors, consultants, Affiliates, lenders (existing or potential), investors (existing or potential) and potential third-party assignees of the Agreement or third-party acquirers of ForeFront Power or its Affiliates (provided and on condition that such potential third-party assignees be bound by a written agreement restricting use and disclosure of Confidential Information) (collectively, "Representatives"), in each case whose access is reasonably necessary. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of the Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Article, except as set forth in Section 15.3. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party.

15.2 Permitted Disclosures. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that:

(a) Becomes publicly available other than through the receiving Party;

(b) Is required to be disclosed by a Governmental Authority, under Applicable Law or pursuant to a validly issued subpoena or required filing, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement;

(c) Is independently developed by the receiving Party; or

(d) Becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

15.3 Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, the Agreement; *provided*, no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Purchaser agrees that ForeFront Power may, at its sole discretion, take photographs of the installation process of the System and/or the completed System, and ForeFront Power shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Purchaser permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store," "Distribution Center," or such other general terms), the city and state.

15.4 Enforcement of Confidentiality Obligation. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Article 15 by the receiving Party or its Representatives or other Person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Article 15. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Article 15, but shall be in addition to all other remedies available at law or in equity.

16. INDEMNITY.

16.1 Indemnity. Subject to Article 12, each Party agrees that it shall indemnify and hold harmless the other Party, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Indemnified Parties") from and against any and all Losses incurred by such Indemnified Parties to the extent arising from or out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of the indemnifying Party's negligence or willful misconduct; *provided*, neither Party shall be required to reimburse or indemnify any Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Indemnified Party.

17. INSURANCE.

17.1 Generally. Purchaser and ForeFront Power shall each maintain the following insurance coverages in full force and effect throughout the Term either through insurance policies or acceptable self-insured retentions: (a) Workers' Compensation Insurance as may be from time to time required under applicable federal and state law, (b) Commercial General Liability Insurance with limits of not less than $2,000,000 general aggregate, $1,000,000 per occurrence, and (c) automobile insurance with commercially reasonable coverages and limits. Additionally, ForeFront Power shall carry adequate property loss insurance on the System which need not be covered by Purchaser's property coverage. The amount and terms of insurance coverage will be determined at ForeFront Power's sole discretion.

17.2 Certificates of Insurance. Each Party, upon request, shall furnish current certificates evidencing that the insurance required under Section 17.1 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insured agrees to give the other Party thirty (30) days' written notice before the insurance is cancelled or materially altered.

17.3 Additional Insureds. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear.

17.4 Insurer Qualifications. All insurance maintained hereunder shall be maintained with companies either rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated) or having a parent company's debt to policyholder surplus ratio of 1:1.

18. MISCELLANEOUS.

18.1 Integration; Exhibits. The Agreement, together with the Exhibits and Schedules attached thereto or incorporated by reference, constitute the entire agreement and understanding between ForeFront Power and Purchaser with respect to the subject matter thereof and supersedes all prior agreements relating to the subject matter hereof which are of no further force or effect. The Exhibits and Schedules attached to the Agreement, including these General Conditions as incorporated by reference, are integral parts of the Agreement and are an express part of the Agreement. In the event of a conflict between the provisions of these General Conditions and any applicable Special Conditions, the provisions of the Special Conditions shall prevail.

18.2 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of ForeFront Power and Purchaser.

18.3 Industry Standards. Except as otherwise set forth herein, for the purpose of the Agreement the normal standards of performance within the Energy Services industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

18.4 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of ForeFront Power or Purchaser shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

18.5 Sovereign Immunity. To the extent permitted by Applicable Law, Purchaser hereby waives any defense of sovereign immunity that Purchaser might otherwise have in connection with any action taken by ForeFront Power to enforce its rights against Purchaser under this Agreement.

18.6 Limited Effect of Waiver. The failure of ForeFront Power or Purchaser to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

18.7 Survival. The obligations under Section 2.4 (Removal of System), Section 7.1 (ForeFront Power Covenants), Sections 7.2(d), (e), (f), (g) and (j) (Purchaser Covenants), Section 8.3 (Exclusion of Warranties), Article 9 (Taxes and Governmental Fees), Article 12 (Limitation of Liability), Article 14 (Notices), Article 15 (Confidentiality), Article 18 (Miscellaneous), all payment or indemnification obligations accrued prior to termination of this Agreement, or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

18.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to any choice of law principles. The Parties agree that the courts of the State of California and the Federal Courts sitting therein shall have jurisdiction over any action or proceeding arising under the Agreement to the fullest extent permitted by Applicable Law. The Parties waive to the fullest extent permitted by Applicable Law any objection it may have to the laying of venue of any action or proceeding under this Agreement any courts described in this Section 18.8.

18.9 Severability. If any term, covenant or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted

by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

18.10 Relation of the Parties. The relationship between ForeFront Power and Purchaser shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. ForeFront Power and Purchaser, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

18.11 Successors and Assigns. This Agreement and the rights and obligations under the Agreement shall be binding upon and shall inure to the benefit of ForeFront Power and Purchaser and their respective successors and permitted assigns.

18.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

18.13 Electronic Delivery. This Agreement may be duly executed and delivered by a Party by execution and facsimile or electronic, "pdf" delivery of the signature page of a counterpart to the other Party.

18.14 Liquidated Damages Not Penalty. Purchaser acknowledges that the Early Termination Fee constitutes liquidated damages, and not penalties, in lieu of ForeFront Power's actual damages resulting from the early termination of the Agreement. Purchaser further acknowledges that ForeFront Power's actual damages may be impractical and difficult to accurately ascertain, and in accordance with Purchaser's rights and obligations under the Agreement, the Early Termination Fee constitutes fair and reasonable damages to be borne by Purchaser in lieu of ForeFront Power's actual damages.

[Remainder of page intentionally left blank.]

These General Terms and Conditions are witnessed and acknowledged by ForeFront Power and Purchaser below. Neither ForeFront Power nor Purchaser shall have any obligations or liability resulting from its witnessing and acknowledging these General Terms and Conditions.

"FOREFRONT POWER": [FOREFRONT POWER], LLC

By: _____

Name: _____

Title: _____

Date: _____

"PURCHASER": *[INSERT LEGAL NAME]*

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

of General Conditions

[PURCHASER'S LETTERHEAD]

[Landlord's Address]

Attn: Authorized Representative

Re: Proposed Energy System Installation at [Address of Premises]

Lease dated [ ] between [PURCHASER] and [LANDLORD] (the "Lease")

Dear Authorized Representative:

As has been discussed with you, [PURCHASER] ("Purchaser") and [Forefront Power], LLC and an affiliate of Forefront Power, LLC ("ForeFront Power") have entered into an Energy Services Agreement, pursuant to which ForeFront Power will install, finance, operate, and maintain a [solar photovoltaic] [battery storage] system at the above-referenced premises which [PURCHASER] leases from you pursuant to the Lease. By signing below and returning this letter to us, you confirm that:

1. The [solar photovoltaic] [battery storage] system and the renewable energy (including environmental credits and related attributes) produced by the system are personal property, and shall not be considered the property (personal or otherwise) of [LANDLORD] upon installation of the system at the premises. Landlord consents to the filing by ForeFront Power of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction of the Premises.

2. ForeFront Power or its designee (including finance ForeFront Powers) shall have the right without cost to access the premises in order to install, operate, inspect, maintain, and remove the [solar photovoltaic] [battery storage] system. [LANDLORD] will not charge Purchaser or ForeFront Power any rent for such right to access the premises.

3. [LANDLORD] has been advised that the finance ForeFront Powers for the [solar photovoltaic] [battery storage] system have a first priority perfected security interest in the system. ForeFront Power and the finance ForeFront Powers for the [solar photovoltaic] [battery storage] system (including any system lessor or other lender) are intended beneficiaries of [LANDLORD]'s agreements in this letter.

4. [LANDLORD] will not take any action inconsistent with the foregoing.

We thank you for your consideration of this opportunity and we look forward to working with you in our environmental campaign to increase the utilization of clean, renewal energy resources.

Very truly yours,

[PURCHASER]

By:_____

Name:

Title: Authorized Representative

Acknowledged and agreed by:

[LANDLORD]

By: _____

Name:

Title: Authorized Representative

Exhibit B

of General Conditions

Certain Agreements for the Benefit of the Financing Parties

Purchaser acknowledges that ForeFront Power will be receiving financing accommodations from one or more Financing Parties and that ForeFront Power may sell or assign the System or this Agreement and/or may secure ForeFront Power's obligations by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the System. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any such Financing Party, Purchaser agrees as follows:

(a) Consent to Collateral Assignment. Purchaser consents to either the assignment, sale or conveyance to a Financing Party or the collateral assignment by ForeFront Power to a Financing Party, of ForeFront Power's right, title and interest in and to this Agreement.

(b) Notices of Default. Purchaser will deliver to the Financing Party, concurrently with delivery thereof to ForeFront Power, a copy of each notice of default given by Purchaser under the Agreement, inclusive of a reasonable description of ForeFront Power default. No such notice will be effective absent delivery to the Financing Party. Purchaser will not mutually agree with ForeFront Power to cancel, modify or terminate the Agreement without the written consent of the Financing Party.

(c) Rights Upon Event of Default. Notwithstanding any contrary term of this Agreement:

i. The Financing Party, shall be entitled to exercise, in the place and stead of ForeFront Power, any and all rights and remedies of ForeFront Power under this Agreement in accordance with the terms of this Agreement and only in the event of ForeFront Power's or Purchaser's default. The Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.

ii. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of ForeFront Power thereunder or cause to be cured any default of ForeFront Power thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of ForeFront Power under this Agreement or (unless the Financing Party has succeeded to ForeFront Power's interests under this Agreement) to perform any act, duty or obligation of ForeFront Power under this Agreement, but Purchaser hereby gives it the option to do so.

iii. Upon the exercise of remedies under its security interest in the System, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from ForeFront Power to the Financing Party (or any assignee of the Financing Party) in lieu thereof, the Financing Party shall give notice to Purchaser of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement.

iv. Upon any default not reasonably susceptible to cure by a Finance Party, including, without limitation, rejection or other termination of this Agreement pursuant to any process undertaken with respect to ForeFront Power under the United States Bankruptcy Code, at the request of the Financing Party made within ninety (90) days of such default, Purchaser shall enter into a new agreement with the Financing Party or its designee having the same terms and conditions as this Agreement.

(d) Right to Cure.

i. Purchaser will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice by sending notice to the Financing Party (at the address provided by ForeFront Power) of its intent to terminate or suspend this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement. The Parties agree that the cure rights described herein are in addition to and apply and commence following the expiration of any notice and cure period applicable to ForeFront Power The Parties respective obligations will otherwise remain in effect during any cure period; *provided*, if such ForeFront Power default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed additional ninety (90) days.

ii. If the Financing Party (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of ForeFront Power's assets and shall, within the time periods described in Sub-section (c)(i). above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect

Exhibit C

of General Conditions

Requirements Applicable To The Installation Work

Section B.1 Prohibition Against Use of Tobacco. All properties and facilities owned, leased or operated by the Purchaser are tobacco-free work places. No person on, at or in any Purchaser-controlled property or facility, including, without limitation, the Premises, may smoke, chew or otherwise use tobacco products. ForeFront Power shall be responsible for: (i) informing any and all persons present on or at the Premises on account of the Installation Work about the Purchaser's tobacco-free policy; and (ii) strictly enforcing such policy with respect to the Premises. The Purchaser, ForeFront Power, and each Subcontractor shall require that any person present on or at the Premises on account of the Installation Work who violates such policy must permanently leave the Premises, and shall prohibit such person from thereafter being present or performing any of the Installation Work on or at the Premises.

Section B.2 Prohibition Against Use of Drugs.

(a) Purchaser Drug-Free Policy. All properties and facilities owned, leased or operated by the Purchaser are drug-free work places. No person on, at or in any Purchaser-controlled property or facility, including, without limitation, the Premises, may: (i) engage in the unlawful manufacture, dispensation, possession or use, including being under the influence, of any controlled substance, (ii) possess or use any alcoholic beverage, or (iii) use any substance which may cause significant impairment of normal abilities. ForeFront Power shall be responsible for: (i) informing any and all persons present on or at the Premises on account of the Installation Work about the Purchaser's drug-free policy; and (ii) strictly enforcing such policy with respect to the Premises. The Purchaser, ForeFront Power, and each Subcontractor shall require that any person present on or at the Premises on account of the Installation Work who violates such policy must permanently leave the Premises, and shall prohibit such person from thereafter being present or performing any of the Installation Work on or at the Premises.

(b) Drug-Free Workplace Certification. ForeFront Power is hereby made subject to the requirements of Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990.

Section B.3 Compliance with Labor Requirements. The Installation Work is a "public works" project as defined in Section 1720 of the California Labor Code ("Labor Code") and made applicable pursuant to Section 1720.6 of the Labor Code. Therefore, the Installation Work is subject to applicable provisions of Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations, Section 16000 et seq. (collectively, "Labor Law"). ForeFront Power acknowledges that, as provided by Senate Bill 854 (Stats. 2014, Ch. 28), the Project is subject to labor compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR").

Section B.4 Compliance with Labor Code Requirements. ForeFront Power must be, and shall be deemed and construed to be, aware of and understand the requirements of the Labor Law that require the payment of prevailing wage rates and the performance of other requirements on public works projects. ForeFront Power, at no additional cost to the Purchaser, must: (i) comply with any and all applicable Labor Law requirements, including, without limitation, requirements for payment of prevailing wage rates, inspection and submittal (electronically, as required) of payroll records, interview(s) of workers, et cetera; (ii) ensure that its Subcontractors are aware of and comply with the Labor Law requirements; (iii) in connection with Labor Law compliance matters, cooperate with the DIR, the Purchaser and other entities with competent jurisdiction; and (iv) post all job-site notices required by law in connection with the Installation Work, including, without limitation, postings required by DIR regulations. A Subcontractor that has been debarred in accordance with the Labor Code, including, without limitation, pursuant to Sections 1777.1 or 1777.7, is not eligible to bid on, perform, or contract to perform any portion of the Installation Work. Wage rates for the Installation Work shall be in accordance with the general prevailing rates of per-diem wages determined by the Director of Industrial Relations pursuant to Labor Code Section 1770. The following Labor Code sections are by this reference incorporated into and are a fully operative part of the Contract, and ForeFront Power shall be responsible for compliance therewith:

(a) Section 1735: Anti-Discrimination Requirements;

(b) Section 1775: Penalty for Prevailing Wage Rate Violations;

(c) Section 1776: Payroll Records;

(d) Sections 1777.5,1777.6 and 1777.7: Apprenticeship Requirements;

(e) Sections 1810 through 1812: Working Hour Restrictions;

(f) Sections 1813 and 1814: Penalty for Failure to Pay Overtime; and

(g) Section 1815: Overtime Pay.

Section B.5 Requirements for Payroll Records. ForeFront Power must comply with all applicable provisions of Labor Code Sections 1776 and 1812, which relate to preparing and maintaining accurate payroll records, and making such payroll records available for review and copying by the Purchaser, the DIR Division of Labor Standards Enforcement, and the DIR Division of Apprenticeship Standards. The payroll records must be certified and made available as required by Labor Code Section 1776.

Section B.6 Contractor Registration. On and after March 1, 2015, no contractor may bid on a public works project unless the contractor is, and no subcontractor may be listed in any bid for a public works project unless the subcontractor is, currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. On and after April 1, 2015, no contractor or subcontractor may be awarded a contract for work on a public works project, or may perform any work on a public works project, unless the contractor or subcontractor is currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1725.5 for an unregistered contractor to submit a bid authorized by Business and Professions Code Section 7029.1 or Public Contract Code Section 20103.5, if the contractor is registered at the time the contract is awarded.

Section B.7 Permits and Licenses. Without limiting anything set forth in Section B.7 of this Exhibit C, ForeFront Power, its Subcontractors, and all of their respective employees and agents: (i) shall secure and maintain in force at all times during the performance of the Installation Work such licenses and permits as are required by law; and (ii) shall comply with all federal and State, and County laws and regulations, and other governmental requirements applicable to the System or the Installation Work. ForeFront Power or its subcontractors shall obtain and pay for all permits and licenses required for the performance of, or necessary in connection with, the Installation Work, and shall give all necessary notices and deliver all necessary certificates to the Purchaser, and shall pay all royalties and license fees arising from the use of any material, machine, method or process used in performing the Installation Work. ForeFront Power shall be solely responsible for all charges, assessments and fees payable in connection with any such licenses, permits, materials, machines, methods, and processes.

Section B.8 Protection of Minor-Aged Students. ForeFront Power, in conformance with Education Code Section 45125.1, shall require and be responsible for ensuring compliance by each and every person who will be on or at the Premises in connection with the construction, maintenance, operation or other purposes related to the System with all California Department of Justice guidelines and requirements relating to fingerprinting and criminal-history background checks, regardless of whether Section 45125.1 otherwise by its terms would apply to any such activities. In the event Education Code Section 45125.1 is repealed or superseded, ForeFront Power, following receipt of written notice from the Purchaser, shall comply with such successor or other requirements as determined by the Purchaser in its reasonable discretion. The Purchaser, in its discretion, may exempt in writing any person(s) from the foregoing requirements if ForeFront Power makes alternative arrangements for supervision of such person(s) that are acceptable to the Purchaser in its sole discretion.

ENERGY SERVICES AGREEMENT – SOLAR

This Energy Services Agreement ("Agreement") is made and entered into as of this ____ day of _____, 201__ (or, if later, the latest date of a Party's execution and delivery to the other Party of this Agreement, the "Effective Date"), between *[ForeFront Power]*, LLC, a Delaware limited liability company] ("ForeFront Power"), and *[INSERT LEGAL NAME, ENTITY TYPE AND STATE OF FORMATION]* ("Purchaser"; and, together with ForeFront Power, each, a "Party" and together, the "Parties").

RECITALS

A. Purchaser desires that ForeFront Power install and operate a solar photovoltaic system at the Premises (as hereafter defined) for the purpose of providing Energy Services (as hereafter defined), and ForeFront Power is willing to do the same;

B. ForeFront Power and Purchaser acknowledged those certain General Terms and Conditions of Energy Services Agreement between Forefront Power, LLC and Purchaser dated as of _____, 201__ ("General Conditions"), which are incorporated by reference as set forth herein; and

C. The terms and conditions of this Energy Services Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

In consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of General Conditions. The General Conditions are incorporated herein as if set forth in their entirety.

2. Initial Term. The Initial Term of the Agreement shall commence on the Effective Date and shall continue for Twenty (20) years from the Commercial Operation Date (as defined in the General Conditions), unless and until extended or terminated earlier pursuant to the provisions of the Agreement. After the Initial Term, the Agreement may be renewed for an additional five (5) year term (a "Renewal Term"). At least one hundred and eighty (180) days, but no more than three hundred and sixty five (365) days, prior to the expiration of the Initial Term, ForeFront Power shall give written notice to Purchaser of the availability of the Renewal Term. Purchaser shall have sixty (60) days to agree to continuation of the Agreement for the Renewal Term. Absent agreement to the Renewal Term this Agreement shall expire on the Expiration Date. The Initial Term and the subsequent Renewal Term, if any, are referred to collectively as the "Term".
{FP Note: If System is paired with an energy storage System, ensure alignment of commencement of Term in the Energy Storage Special Conditions.}

3. Schedules. The following Schedules hereto are hereby incorporated into this Agreement:

Schedule 1	Description of the Premises, System and Scope of Work
Schedule 2	Energy Services Payment
Schedule 3	Early Termination Fee
Schedule 4	Estimated Annual Production
Schedule 5	Notice Information
Schedule 6	Site-Specific Information and Requirements

4. Privacy. Purchaser acknowledges that the System may collect certain information about Purchaser's electricity usage and the System performance. Such information may be stored and processed in the United

States or any other country in which ForeFront Power or its third-party service ForeFront Powers, or its or their respective affiliates, subsidiaries, or service ForeFront Powers, maintain facilities. Purchaser consents to any such transfer of information outside of Purchaser's country.

5. Milestone Dates.

5.1 The Construction Start Date is 210 days from Effective Date.

5.2 The Guaranteed Commercial Operation Date is 180 days from Construction Start Date.

6. Purchase Requirement; Energy Services Payment. Purchaser agrees to purchase one hundred percent (100%) of the Energy Services generated by the System and made available by ForeFront Power to Purchaser during each relevant month of the Term, up to a maximum of one hundred and ten percent (110%) of Estimated Annual Production, as defined in Schedule 4. While the Energy Services are calculated and billed on a per kWh basis as set forth in Schedule 2 of these Special Conditions, they represent a package of services and benefits.

7. Estimated Annual Production. The annual estimate of electricity generated by the system for each year of the initial term is set as forth in Schedule 4 of the Special Conditions ("Estimated Annual Production"). Within 60 days of each annual anniversary of the Commercial Operation Date, ForeFront Power will provide a statement to Purchaser that shows the actual annual kWh production from the System for the Term Year, the Estimated Annual Production, and the Minimum Guaranteed Output (defined below).

8. Minimum Guaranteed Output. If the System fails to generate at least ninety-five percent (95%) of the Estimated Annual Production for a full Term Year (such amount, the "Minimum Guaranteed Output"), other than as a result of the acts or omissions of Purchaser or the Local Electric Utility (including a Disruption Period), or an Event of Force Majeure, ForeFront Power shall credit Purchaser an amount equal to Purchaser's Lost Savings on the next invoice or invoices during the following Term Year. The formula for calculating Lost Savings for the applicable Term Year is as follows:

Lost Savings = (MGO*WPR - AE) x RV

MGO = Minimum Guaranteed Output, as measured in total kWh, for the System for the applicable Term Year.

WPR = Weather Performance Ratio, measured as the ratio of the actual insolation over typical (pro-forma) insolation. Such Weather Performance Ratio shall only apply if the ratio is less than 1.00.

AE = Actual Electricity, as measured in total kWh, delivered by the System for the Term Year plus the estimated lost energy production during a Disruption Period.

RV = (ATP - kWh Rate)

ATP = Average tariff price, measured in $/kWh, for the Term Year paid by Purchaser with respect to the Premises. This price is determined by dividing the total cost for delivered electricity, including all charges associated with such electricity howsoever named, including, without limitation, charges for distribution, transmission, demand, and systems benefits, paid to the Local Electric Utility during the applicable Term Year by the total amount of delivered electricity by the electric utility during such Term Year.

kWh Rate = the kWh Rate in effect for the applicable Term Year(s), measured in $/kWh.

If the RV is zero or less, then no Lost Savings payment is due to Purchaser. Any Lost Savings payment shall occur no later than sixty (60) days after the end of the Term Year during which such Lost Savings occurred.

9. Allowed Disruption Time. Notwithstanding the provisions in Section 4.3 of the General Conditions to the contrary, during years 4 through 20 (but not years 1 through 3) of the Term, Purchaser shall be afforded a one-time allocation of fifteen (15) days which may be used consecutively or in separate periods of at least twenty-four (24) hours each ("Allowed Disruption Time") during which the System shall be rendered non-operational. Purchaser shall not be obligated to make payments to Provider for electricity not received during the Allowed Disruption Time, nor shall Purchaser be required to reimburse Provider for any other lost revenue during the Allowed Disruption Time, including any lost revenue associated with any reduced sales of Environmental Attributes, and Provider shall be credited for the estimated lost production the System would have produced during such Allowed Disruption Time toward satisfaction of its Minimum Guaranteed Output, as set forth in Section 8 of the Special Conditions, such estimated lost production to be calculated in the same manner as set forth in Section 4.3 of the General Conditions.

10. Sunlight Easements. Purchaser will take all reasonable actions as necessary to prevent other buildings, structures or flora from overshadowing or otherwise blocking access of sunlight to the System.

11. Use of System. Purchaser will not use electrical energy generated by the System for the purposes of heating a swimming pool within the meaning of Section 48 of the Internal Revenue Code.

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, ForeFront Power and Purchaser have executed this Agreement as of the Effective Date.

[*INSERT FOREFRONT POWER LEGAL NAME*]	**[*INSERT PURCHASER LEGAL NAME*]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SCHEDULES

I. Schedule 1 – Description of the Premises, System and Subsidy

A. Premises	**[**Physical Address: _____] [APN Number: _____**]**
Site diagram attached:	☐ Yes ☐No
B. Description of Solar System	[Grid-interconnected or any other general descriptors]
Solar System Size:	[ ] kW (DC) (this is an estimate (and not a guarantee) of the System size; ForeFront Power may update the System Size prior to the Commercial Operation Date.)
C. Anticipated Subsidy or Rebate	[$]

II. Schedule 2 – Energy Services Payment

Purchaser shall pay to ForeFront Power a monthly payment (the "Energy Services Payment") for the Energy Services provided by the System during each calendar month of the Term equal to the product of (x) Actual Monthly Production for the System for the relevant month multiplied by (y) the kWh Rate.

The "Actual Monthly Production" means the amount of energy recorded by ForeFront Power's metering equipment during each calendar month of the Term.

The kWh Rate with respect to the System under the Agreement shall be in accordance with the following schedule:

Term Year	kWh Rate[*] ($/kWh)	Term Year	$/kWh Rate[*] ($/kWh)
1		11	
2		12	
3		13	
4		14	
5		15	
6		16	
7		17	
8		18	
9		19	
10		20	

[*Calculated based on the year 1 kWh Rate multiplied by [X%] inflation factor each year.]

If distribution upgrades are required by the Local Electric Utility, within 30 days of receipt of notice from the Local Electric Utility of the distribution upgrade costs, Purchaser will provide written notice to Provider of Purchaser's election of one of the following options:

1. For every [$] per watt DC of such distribution upgrade costs, the kWh rate in Table 1 will increase [$] per kWh, with a maximum kWh rate increase of [$] per kWh.

2. Purchaser will pay the entire amount of such distribution upgrade costs, and the kWh rate as stated in Table 1 will remain unchanged. Purchaser shall make payments directly to the Local Electric Utility in accordance with the requirements of the Local Electric Utility.

III. Schedule 3 – Early Termination Fee

The Early Termination Fee with respect to the System under the Agreement shall be calculated in accordance with the following:

Early Termination Occurs in Year:	**Column 1 Early Termination Fee where Purchaser does not take Title to the System ($/Wdc including costs of removal)**	**Purchase Date Occurs on the 91st day following: (Each "Anniversary" below shall refer to the anniversary of the Commercial Operation Date)**	**Column 2 Early Termination Fee where Purchaser takes Title to the System ($/Wdc, does not include costs of removal)**
1*			--
2			--
3			--
4			--
5			--
6		5th Anniversary	
7		6th Anniversary	
8		7th Anniversary	
9		8th Anniversary	
10		9th Anniversary	
11		10th Anniversary	
12		11th Anniversary	
13		12th Anniversary	
14		13th Anniversary	
15		14th Anniversary	
16		15th Anniversary	
17		16th Anniversary	
18		17th Anniversary	
19		18th Anniversary	
20		19th Anniversary	

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).
*Includes Early Termination prior to the Commercial Operation Date.

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Term Year	Estimated Production (kWh)	Term Year	Estimated Production (kWh)
1		11	
2		12	
3		13	
4		14	
5		15	
6		16	
7		17	
8		18	
9		19	
10		20	

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System assuming the System size indicated in Schedule 1. ForeFront Power may deliver to Purchaser an updated table upon the Commercial Operation Date based on the actual System size.

V. Schedule 5 – Notice Information

Purchaser:

[ ]

ForeFront Power:

[ForeFront Power], LLC
Attn: Director, Energy Services
100 Montgomery St., Suite 1400
San Francisco, CA 94104

With a copy to

[ForeFront Power], LLC
Legal Department
100 Montgomery St., Suite 1400
San Francisco, CA 94104
Email: FPLegal@forefrontpower.com

Financing Party:
[To be provided by ForeFront Power when known]

VI. Schedule 6 – Site Specific Information and Requirements

In accordance with Section 7.2(f) of the General Conditions, the following information references any known restrictions on the use of the Premises for the construction, ownership, use and operation of the System,

including any land use restrictions, known underground structures or equipment, or limitations arising under permits or applicable law, as well as any additional Environmental Documents, reports or studies in the possession or control of the Purchaser, which shall each have been delivered to ForeFront Power as of the Effective Date:

Type of Information	**Information Delivered to ForeFront Power as of the Effective Date**
Phase I environmental site assessment	[Insert applicable details, or mark "Not Applicable"]
Reports on site sampling (soil or groundwater)	[Insert applicable details, or mark "Not Applicable"]
Land use restrictions imposed by governmental authorities	[Insert applicable details, or mark "Not Applicable"]
Lease restrictions on proposed solar installation	[Insert applicable details, or mark "Not Applicable"]
Cleanup plan, corrective action plan or permits applicable to Premises	[Insert applicable details, or mark "Not Applicable"]
Open spill reports or unresolved release reports	[Insert applicable details, or mark "Not Applicable"]
Known underground storage tanks, foundations, utilities	[Insert applicable details, or mark "Not Applicable"]
Utility easements or public rights of way	[Insert applicable details, or mark "Not Applicable"]
Completed closure or "cap" on buried waste or other materials	[Insert applicable details, or mark "Not Applicable"]
Systems in place for extracting and collecting methane, groundwater or leachate	[Insert applicable details, or mark "Not Applicable"]
Subject to the control of a trustee, group of entities or entities other than landlord and/or Purchaser	[Insert applicable details, or mark "Not Applicable"]

ENERGY SERVICES AGREEMENT – ENERGY STORAGE

This Energy Services Agreement ("Agreement") is made and entered into as of this ____ day of _____, 201__ (or, if later, the latest date of a Party's execution and delivery to the other Party of this Agreement, the "Effective Date"), between *[ForeFront Power]*, LLC, a Delaware limited liability company] ("ForeFront Power"), and *[INSERT LEGAL NAME, ENTITY TYPE AND STATE OF FORMATION]* ("Purchaser"; and, together with ForeFront Power, each, a "Party" and together, the "Parties").

RECITALS

A. Purchaser desires that ForeFront Power install and operate an energy storage system at the Premises (as hereafter defined) for the purpose of providing Energy Services (as hereafter defined), and ForeFront Power is willing to do the same;

B. ForeFront Power and Purchaser acknowledged those certain General Terms and Conditions of Energy Services Agreement between Forefront Power, LLC and Purchaser dated as of _____, 201__ ("General Conditions"), which are incorporated by reference as set forth herein; and

C. The terms and conditions of this Energy Services Agreement, excluding the General Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Conditions.

In consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of General Conditions. The General Conditions are incorporated herein as if set forth in their entirety.

2. Initial Term. The Initial Term of the Agreement shall commence on the Effective Date and shall continue for ten (10) years from the first day of the Billing Period immediately following the Commercial Operation Date (as defined in the General Conditions), unless and until extended or terminated earlier pursuant to the provisions of the Agreement.
{FP Note: If System is paired with a solar System, ensure alignment of commencement of Term in Solar Special Conditions.}

3. Schedules. The following Schedules hereto are hereby incorporated into this Agreement:

Schedule 1	Description of the Premises, System and Scope of Work
Schedule 2	Energy Service Payment
Schedule 3	Early Termination Fee
Schedule 4	Delivery of Energy Services and Performance Guarantee
Schedule 5	Notice Information
Schedule 6	Site-Specific Information and Requirements

4. Privacy. Purchaser acknowledges that the System may collect certain information about Purchaser's electricity usage and the System performance. Such information may be stored and processed in the United States or any other country in which ForeFront Power or its third-party service ForeFront Powers, or its or their respective affiliates, subsidiaries, or service ForeFront Powers, maintain facilities. Purchaser consents to any such transfer of information outside of Purchaser's country.

5. Milestone Dates.

5.1 The Construction Start Date is *[date]*.

5.2 The Guaranteed Commercial Operation Date is *[date]*.

6. Additional System Uses. Purchaser acknowledges and agrees that during the Term, ForeFront Power may, with Purchaser's consent, use the System to provide additional services to third parties including without limitation an electric utility and/or the electrical grid operator, provided that no such additional use shall in any way alter, reduce or eliminate ForeFront Power's obligations under this Agreement.

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, ForeFront Power and Purchaser have executed this Agreement as of the Effective Date.

[FOREFRONT POWER], LLC	**[*INSERT LEGAL NAME*]**
By:_____	By:_____
Name:	Name:
Title:	Title:
Date:	Date

SCHEDULES

I. Schedule 1: Description of the Premises, System and Subsidy

A. Premises	**[**Physical Address: _____] [APN Number: _____**]**
Site diagram attached:	☐ Yes ☐No
B. Description of Energy Storage System	"System" means the battery or other technology system and related components to be installed by ForeFront Power at the Premises.
Energy Storage System Size:	[ ] kW (AC / [ ] kWh DC) (this is an estimate (and not a guarantee) of the System size; ForeFront Power may update the System Size prior to the Commercial Operation Date.
C. Anticipated Subsidy or Rebate	[$] *{FP Note: e.g., anticipated SGIP incentive.}*

II. Schedule 2 – Energy Services Payment

Purchaser shall pay to ForeFront Power a monthly payment (the "Energy Services Payment") for the Energy Services provided by the System during each calendar month of the Term equal to _____ dollars ($[_____]) per month.

III. Schedule 3 – Early Termination Fee

The Early Termination Fee with respect to the System under the Agreement shall be calculated in accordance with the following:

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purchaser does not take Title to the System ($/Wac including costs of removal)
1*	
2	
3	
4	
5	
6	
7	
8	
9	
10	

Purchase Date Occurs on the 1st day following: (Each "Anniversary" below shall refer to the anniversary of the Commercial Operation Date)	Column 2 Early Termination Fee where Purchaser takes Title to the System ($/Wac, does not include costs of removal)
	--
	--
	--
	--
	--
	--
	--
7th Anniversary	
	--
	--
10th Anniversary	$0

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).
*Includes Early Termination prior to the Commercial Operation Date.

IV. Schedule 4 – Delivery of Energy Services

4.1 Energy Services; Guarantee

(a) ForeFront Power shall operate the System to reduce Purchaser's peak electric energy demand from the Local Public Utility (such reduction, the "Energy Services"). ForeFront Power shall provide Actual Annual Demand Reductions of at least [ ] kW AC over any Term Year (such amount, the "Minimum Guaranteed Demand Reduction").

(b) If ForeFront Power does not provide at least the Minimum Guaranteed Demand Reduction, ForeFront Power shall credit Purchaser an amount equal to Purchaser's Lost Savings on an invoice or invoices within ninety (90) days after the end of such period, up to the Lost Savings Cap. Upon ForeFront Power's payment of any Lost Savings, ForeFront Power shall be deemed to have met the Minimum Guaranteed Demand Reduction for each Term Year.

(c) The Parties acknowledge and agree that Purchaser's purchase under the Agreement does not include any right or title to seek any capacity payments that may be attributable to the System, and that all such rights are reserved and retained by ForeFront Power, subject to Applicable Law.

4.2 The Minimum Guaranteed Demand Reduction shall, for each Term Year, be reduced to the extent ForeFront Power's ability or cost to provide the Energy Services are adversely affected by any of the following:

(a) Any act or omission by Purchaser affects the System in any way that impairs its ability to safely store and discharge energy or ForeFront Power's ability to monitor or control the System.

(b) Theft, destruction or damage affects the System in any way that impairs its ability to safely store and discharge energy or ForeFront Power's ability to monitor or control the System, except to the extent caused by the manufacturer of the System or ForeFront Power.

(c) A Disruption Period occurs.

(d) A Purchaser Default, including ForeFront Power suspending the Energy Services as a result of a Purchaser Default.

(e) Purchaser fails to provide access to the Premises or the System as required by Section 7.2(d) of the General Conditions.

(f) A Force Majeure Event.

(g) Purchaser elects to have the Local Electric Utility apply a different tariff to the Premises that has an adverse impact on Provider's ability to reduce Purchaser's peak demand from the Local Electric Utility.

(h) *[Any Material Deviation in the Purchaser's Load Profile at the Premises from the Base Year Load not resulting from the Energy Services or ForeFront Power's acts or omissions.]

On each invoice submitted by ForeFront Power to Purchaser, ForeFront Power shall, if applicable, include a statement of the amount by which the Minimum Guaranteed Demand Reduction will be reduced pursuant to this Section 4.2. If Purchaser does not dispute the amount of such reduction within thirty (30) days after its receipt of such invoice, Purchaser will be deemed to have accepted such reduction.

4.3 If there is a change in the Local Electric Utility Tariff applicable to the Premises that has a material impact on ForeFront Power's ability to provide the Energy Services or evaluate compliance with the performance guarantee in this Schedule IV, then upon written notice from ForeFront Power to Purchaser, the Parties shall negotiate in good faith to make the minimum changes to this Agreement necessary to preserve to the maximum extent possible the benefits, burdens and obligations set forth in this Agreement as of the Effective Date; *provided*, any change in the rates or other costs applicable to the Premises under the Local Electric Utility Tariff will not

constitute a change that will cause this Section 4.3 to be applicable. Notwithstanding the foregoing, ForeFront Power shall continue to provide the Energy Management Services, and Purchaser shall continue to make the Energy Services Payments, while the Parties negotiate the changes to the Agreement contemplated in this Section 4.3.

4.4 Additional Defined Terms.

{FP Note: Many defined terms assume monthly billing by the Local Electric Utility. Verify that this is the case for the Premises.}

"Actual Annual Demand Reduction" or "AADR" means the sum of all Actual Demand Reductions during each Term Year, calculated as follows:

$$AADR_{\text{Term Year}} = ADR_{\text{Billing Period 1}} + ADR_{\text{Billing Period 2}} \ldots + ADR_{\text{Billing Period 24}}$$

"Actual Demand Reduction" or "ADR" means the sum of the Peak Demand Reductions occurring during Demand Periods for which a Demand Charge is charged, within a Billing Period, calculated as follows:

$$ADR_{\text{Billing Period}} = PDR_{\text{Demand Period 1}} + PDR_{\text{Demand Period 2}} \ldots + PDR_{\text{Demand Period Final}}$$

"Base Year Load" means the electrical load of the Premises during the 12 months immediately preceding the Effective Date, as recorded by the Local Electric Utility meter(s).

"Billing Period(s)" means each of the consecutive time periods applicable to Purchaser during which the Utility assesses and bills demand charges for the Premises.

"Demand Charge" means a charge by the Local Electric Utility generally assessed for a given period based upon Purchaser's maximum demand (on a per kW basis) occurring during such period, generally charged as a fixed rate calculated with reference to such maximum demand.

"Demand Period" means each period within a Billing Period for which a Demand Charge is or could be assessed by the Local Electric Utility. The Premises may have one or more Demand Periods per Billing Period, including, if applicable, Demand Periods referred to as "Peak", "Part-Peak", "Off-Peak", "Non-Coincident", or "On-Peak".

"Guarantee Rate" or "GR" is _____ dollars ($[_____]) per kW AC.

"Local Electric Utility Tariff" means the retail tariff pursuant to which the Local Electric Utility provides electric distribution and interconnection services to Purchaser at the Premises. As of the Effective Date, the Local Electric Utility Tariff applicable to the Premises is [_____].

"Lost Savings" means the dollar amount ForeFront Power will credit to Purchaser in accordance with the terms of this Agreement for any Term Year for which MGDR exceeds AADR, calculated as follows:

"Lost Savings" = (MGDR – AADR) x GR

"Lost Savings Cap" means, for each individual Term Year, an amount equal to ____ dollars ($____).

["Material Deviation in the Premises' Load Profile" is determined as follows: Provider will calculate the Premise's Peak Spreads on the Premise's Billing Periods for the Base Year Load. Commencing on the Effective Date, Provider will calculate the Peak Spread on the Premise's Billing Period for each twelve (12) month period during the term of this Agreement (each twelve (12) month period "Comparison Period"). Provider will compare the Peak Spread for each Billing Period in a Comparison Period to the Peak Spread of its corresponding Billing Period in the Base Load Year to calculate the decrease in Peak Spread for each of the twelve (12) Billing Periods, expressed as a percentage of the Peak Spread in the Base Load Year ("Peak Spread Decrease"). A Material Deviation in the Premises' Load Profile has occurred if the average Peak Spread Decrease for any twelve (12) month Comparison Period is greater than ten percent (10%).]*

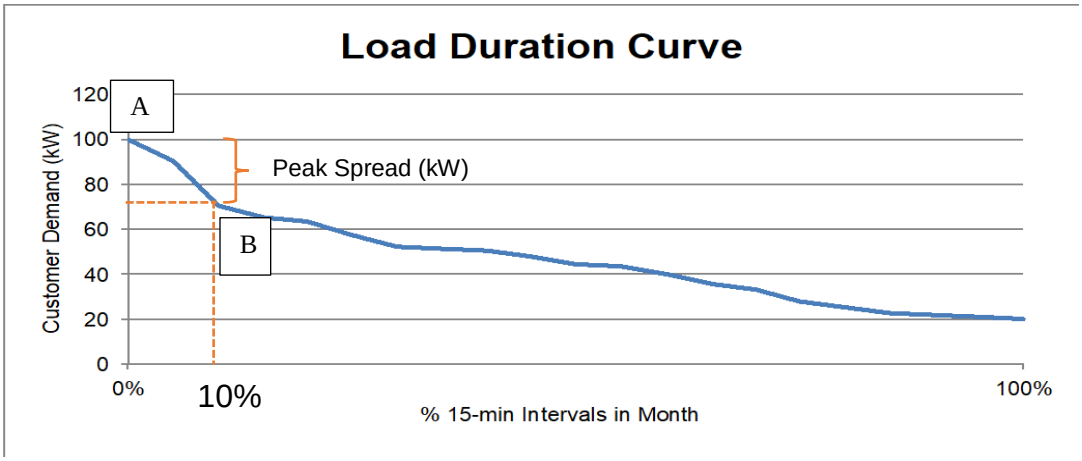
"Minimum Guaranteed Demand Reduction" or "MGDR" has the meaning set forth in Section 4.1(a) of this Schedule 4 as reduced from time to time by the Material Deviation in Purchaser's Load Profile

"Peak Demand Level" or "PDL" means the maximum electricity service demand level (in kW AC) in a Demand Period for the Premises, as billed by the Local Electric Utility.

"Peak Demand Reduction" or "PDR" means the amount of the reduction in maximum electricity service demand level (in kW AC) in a Demand Period for the Premises, calculated as True Peak Load minus Peak Demand Level.

*["Peak Spread" means the kW (or Purchaser Demand) change between a Premise's maximum load as compared to ten percent (10%) of 15-minute interval demand readings (visualized on the horizontal axis below). Peak Spreads are measured during each of the twelve (12) annual Billing Periods and are utilized in calculating a Material Deviation in the Purchaser's Load Profile. Over one Billing Period, let

- A = Premise's maximum load
- B = The point on the Premise's Load Duration Curve, in kW, that corresponds to 10% of the 15-minute interval demand readings (visualized on the horizontal axis below).
- For this utility bill period, the Peak Spread = A – B.]



"True Peak Load" means the maximum electricity service demand level in a Demand Period for the Premises, which demand may be supplied by the Storage System, the Local Electric Utility, on-site electricity generation (if any), or other distributed energy resource. The True Peak Load is calculated as the highest combined total of the electricity sources concurrently providing electric energy to the Premises during a *[settlement interval used by the Local Electric Utility to calculate Peak Demand Level]*.

**{FP Note: These provisions are subject to confirmation of System manufacturer calculation methodology at the time the Special Conditions are negotiated with Purchaser.}*

V. Schedule 5 – Notice Information

Purchaser:	**ForeFront Power:**
[ ]	*[ForeFront Power]*, LLC Attn: Director, Energy Services

100 Montgomery St., Suite 1400
San Francisco, CA 94104

With a copy to

[ForeFront Power], LLC
Legal Department
100 Montgomery St., Suite 1400
San Francisco, CA 94104
Email: FPLegal@forefrontpower.com

Financing Party:
[To be provided by ForeFront Power when known]

VI. Schedule 6 – Site Specific Information and Requirements

In accordance with Section 7.2(f) of the General Conditions, the following information references any known restrictions on the use of the Premises for the construction, ownership, use and operation of the System, including any land use restrictions, known underground structures or equipment, or limitations arising under permits or applicable law, as well as any additional Environmental Documents, reports or studies in the possession or control of the Purchaser, which shall each have been delivered to ForeFront Power as of the Effective Date:

Type of Information	Information Delivered to ForeFront Power as of the Effective Date
Phase I environmental site assessment	[Insert applicable details, or mark "Not Applicable"]
Reports on site sampling (soil or groundwater)	[Insert applicable details, or mark "Not Applicable"]
Land use restrictions imposed by governmental authorities	[Insert applicable details, or mark "Not Applicable"]
Lease restrictions on proposed solar installation	[Insert applicable details, or mark "Not Applicable"]
Cleanup plan, corrective action plan or permits applicable to Premises	[Insert applicable details, or mark "Not Applicable"]
Open spill reports or unresolved release reports	[Insert applicable details, or mark "Not Applicable"]
Known underground storage tanks, foundations, utilities	[Insert applicable details, or mark "Not Applicable"]
Utility easements or public rights of way	[Insert applicable details, or mark "Not Applicable"]
Completed closure or "cap" on buried waste or other materials	[Insert applicable details, or mark "Not Applicable"]
Systems in place for extracting and collecting methane, groundwater or leachate	[Insert applicable details, or mark "Not Applicable"]
Subject to the control of a trustee, group of entities or entities other than landlord and/or Purchaser	[Insert applicable details, or mark "Not Applicable"]

STAFF REPORT
Item F. 1.

DATE	02/22/2024
TO	Honorable Mayor and City Council Members
FROM	Esther Jung, Associate Civil Engineer
SUBJECT	Adopt a resolution authorizing the acceptance of the approved California Highway Safety Improvement Program (HSIP) Cycle 11 funds to subsidize Citywide Crosswalk Evaluation and Modifications, Project No. 1256

SUMMARY AND RECOMMENDATION

Caltrans announced the projects that were approved for the Highway Safety Improvement Program (HSIP) Cycle 11 State Funds and a total of $173,520 was approved for the City of Newark to address pedestrian safety concerns at two unsignalized intersections, namely Thornton Avenue and Magnolia Street, and Enterprise Drive and Aleppo Drive.

The funding allocation request is Phase specific, for example, Preliminary Engineering (PE), Right of Way (ROW) or Construction (CON). Staff submitted a separate Request for Funding Allocation to start the PE phase and was awarded an allocation of $26,280 for reimbursement of eligible project expenditures.

Staff recommends that the City Council, by resolution, authorize the City to accept the awarded $26,280 of HSIP Cycle 11 funds and enter into an Administering Agency-State Agreement No. 04-5317S21 to subsidize Citywide Crosswalk Evaluation and Modifications, Project No. 1256.

BACKGROUND

In April 2022, the State of California Department of Transportation (Caltrans) released a Call-For-Projects for Cycle 11 of the California Highway Safety Improvement Program (HSIP Cycle 11) to assist agencies in implementing critical countermeasures to address local roadway safety needs. One key focus area of HSIP is the enhancement of pedestrian crossings at unsignalized intersections. Approximately $15 million of HSIP Cycle 11 funds was set aside for projects that specifically addressed pedestrian crossing enhancements.

DISCUSSION/ANALYSIS

In March 2023, Newark was approved to receive a total of $173,520 of HSIP Cycle 11 funds set aside for pedestrian crossing enhancements for the installation of solar-powered rectangular rapid-flashing beacons (RRFBs) at the following two intersections:

- Thornton Avenue and Magnolia Street
- Enterprise Drive and Aleppo Drive

The intersection of Thornton Avenue and Magnolia Street is central to the Old Town Newark district. The existing unsignalized crossing at this intersection connects commercial, retail, and residential land uses on either side of this primary multi-lane east-west arterial. The intersection of Enterprise Drive and Aleppo Drive is located on the boundary of Bayside Newark. The existing unsignalized crossing at this location serves as a vital pedestrian connection between Gallade Park on the north side of Enterprise Drive and residential subdivisions located to the south of Enterprise Drive. The existing crosswalks at both intersections traverse multiple travel lanes with on-street parking and should be improved in accordance with the City's Local Roadway Safety Plan.

To address the identified pedestrian safety concerns, the project will include the installation of new RRFBs, signage, and improvements to street lighting at these two intersections. Additionally, at the intersection of Thornton Avenue and Magnolia Street, striped bulb-outs will be installed to provide refuge for pedestrians and reduce the crossing distance. The temporary bulb-outs and RRFBs will be later formalized and incorporated into the upcoming Old Town Streetscape Improvements Project.

The preliminary estimated cost of the project for both Design and Construction is $192,800. Through HSIP Cycle 11, the City has been approved for 90% of the estimated project costs, or $173,520. To date, Caltrans has awarded the allocation of $26,280 to the City for implementation of the first phase of the Project, Preliminary Engineering. Upon completion of the project design and construction bid, the City will submit a request to Caltrans for the allocation of the remaining funds, totaling $147,240 for the second phase of the Project, Construction.

NCE, the City’s on-call pavement engineering and management services consultant, with support from Fehr & Peers, the City’s on-call traffic engineering and transportation planning consultant, will develop construction documents for the pedestrian crossing enhancements at the two unsignalized intersections. Project construction is anticipated to begin in Spring 2025. Per the terms of the grant, HSIP Cycle 11 funds must be expended by March 31, 2026.

FISCAL IMPACT

The HSIP Cycle 11 funds from Caltrans will cover 90% of the project costs and will reimburse the Capital Improvement Fund (610). The grant amount approved by Caltrans ($173,520) will cover up to 90% of the project costs, in which $26,280 has been awarded to the City. The City will provide the 10% local match from the Capital Improvement Fund (610) project 1256.

There is no impact on the General Fund or the Capital Improvement Fund at this time. However, future funding appropriations by the City Council will be necessary should the HSIP program further award grant funds to complete the remaining phases of the projects.

REVIEW AND APPROVAL

Prepared by - Esther Jung, Associate 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

937_Resolution_Acceptance_of_HSIP_Funds

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE ACCEPTANCE OF THE APPROVED CALIFORNIA HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) CYCLE 11 FUNDS TO SUBSIDIZE THE CITYWIDE CROSSWALK EVALUATION AND MODIFICATIONS, PROJECT NO. 1256.

WHEREAS, the California Highway Safety Improvement Program (HSIP) aims to achieve a significant reduction in traffic fatalities and serious injuries on the State's public roads through the implementation of infrastructure-related highway and street safety improvements; and

WHEREAS, funding for local agency infrastructure projects is available in Cycle 11 of the California HSIP; and

WHEREAS, the City of Newark ("Fund Recipient") submitted a funding application for the California HSIP requesting funding for the Citywide Crosswalk Evaluation and Modifications, City of Newark Project No. 1256 ("Project"); and

WHEREAS, the Project involves upgrading existing unsignalized crosswalks at Thornton Avenue and Magnolia Street and Enterprise Drive and Aleppo Drive; and

WHEREAS, the City has been approved for $173,520 in California HSIP Cycle 11 Funds for the implementation and delivery of the Project; and

WHEREAS, at this time $26,280 of the $173,520 approved California HSIP Cycle 11 Funds have been allocated to the City of Newark for the Preliminary Engineering Phase of the Project.

NOW THEREFORE, BE IT RESOLVED that Fund Recipient accepts the approved $26,280 in California HSIP Cyle 11 Funds.

STAFF REPORT

Item F. 2.

DATE	02/22/2024
TO	Honorable Mayor and City Council Members
FROM	Krysten Lee, Finance Director
SUBJECT	Receive a presentation from Revenue & Cost Specialist (RCS) regarding the recently completed Comprehensive User Fee Study

SUMMARY AND RECOMMENDATION

In October 2021, the City of Newark (City) engaged Revenue & Cost Specialists, LLC (RCS) to conduct a Comprehensive User Fee Study (Fee Study) and to prepare a full Cost Allocation Plan (CAP) to assist the City in determining appropriate fee levels for the various services provided by the City.

It is considered financial management best practice for local governments to annually update their User Fee Schedules. City staff performs an in-house review of user fees as part of the annual Master Fee Schedule update. The City has not retained a consultant to conduct a comprehensive fee study in at least ten (10) years.

The objectives of the Fee Study were to: 1) establish appropriate levels of cost recovery for City services that provide benefits to individuals or groups, rather than the community as a whole; and 2) to realign fees with the current operations, best practices, compliance, and regulations.

If all the recommendations and suggestions made in this study are adopted, the City of Newark would increase recovery costs by $1,818,500 on an annual basis.

The purpose of this report and presentation that will be given by the consultant from Revenue & Cost Specialist ("RCS") at the Council meeting is to provide background information as to how fees are calculated, to explain how, in some cases, government subsidies are being provided, and to solicit preliminary feedback from the Council on cost recovery objectives. Attached to this report is a 300+ page analysis that is being provided at this point for informational purposes only. During the presentation, the consultant will advise the Council on how this report should be read and interpreted. After the Council has had the opportunity to review and digest the report, staff and the consultant will return to the Council at a future date to request further direction on cost recovery objectives and the recommended fee proposals.

BACKGROUND

Each year, the City adopts a fee resolution that establishes the fees for city services for the upcoming fiscal year, which are then compiled into one document called the Master Fee Schedule (MFS).

Traditionally, city staff performs an annual in-house analysis making incremental increases or other fee revisions to various fees in the MFS. Individual departments submit their proposed fee modifications to be reviewed and adopted by the City Council during a public hearing. Specific public hearing notification and procedures for certain fees are mandated and published by the City Clerk.

It is best practice for cities to review the MFS annually and perform a Fee Study every five years. This is the first comprehensive fee study undertaken by the City.

DISCUSSION/ANALYSIS

As part of a general cost recovery strategy, local governments adopt user fees to fund programs and services that provide limited or no direct benefit to the community as a whole. As cities struggle to maintain levels of service and variability of demand, they have become increasingly aware of subsidies provided by the General Fund. Therefore, it's important to implement cost-recovery targets. To the extent that governments use general fund monies to provide individuals with specific and direct benefits, and not require them to pay the full cost of the service (and therefore receive an indirect subsidy), the government is limiting funds that may be available to provide other community-wide benefits. In effect, the government is using community funds to pay for individual benefits. Unlike most revenue sources, cities have more control over the level of user fees they charge to recover costs, or the subsidies they can institute.

Fees in California are required to conform to the statutory requirements of the California Constitution, Proposition 218, and the California Code of Regulations. The City Council must adopt fees by either ordinance or resolution, and any fees in excess of the estimated total cost of rendering the related services must be approved by a popular vote of two-thirds of those electors voting because the charge would be considered a tax and not a fee.

Impact of Propositions 13, 4, 218 and 26

Prior to 1978, California cities were less concerned with potential subsidies and recovering the cost of their services from individual fee payers. During challenging fiscal times, cities could raise property taxes, which funded general fund services, including City Administration, Public Safety, Parks and Public Works, Recreation and Community Services, and Development Services. However, this situation changed with the passage of Proposition 13 in 1978. Proposition 13 capped property tax rates at 1%, with an annual inflation increase of no more than 2%. The passage of Proposition 13 immediately reduced property tax payments from homes, businesses, and farms by 57%, in turn reducing property tax revenues for cities.

In November 1979, California voters followed up the Proposition 13 limitations with Proposition 4 (commonly known as the Gann Appropriations Limit) to limit the growth of government spending and to clean up language related to proceeds of taxes by state

and local governments. In section 8(c) of the proposition text, user charges and user fees are better defined. Revenues received from regulatory licenses, user charges and user fees are not considered as proceeds of taxes unless the proceeds exceed the “costs reasonably borne” in providing the regulation, service, or product.

In November 1996, voters adopted Proposition 218, the “Right to Vote on Taxes Act.” Proposition 218 restricted the ability of local governments to impose taxes on property related fees without voter approval or adequate notification and protest procedures.

In addition, on November 2, 2010, California voters approved Proposition 26, the “Stop Hidden Taxes Initiative”, which redefined “regulatory fees” as a special tax rather than a fee, therefore requiring approval by the two-thirds vote of local voters. These regulatory fees are typically intended to mitigate the adverse health, environmental, and other societal effects of the regulated activities.

Proposition 26 codified many of the fee setting practices of Propositions 13, 4 and 218. Article XIII C of the State Constitution was amended to formally declare that fees are not taxes if they do not exceed the reasonable cost of service and are within one of seven categories of exemptions for local government.

The seven categories of exemptions referred to in Proposition 26 are as follows:
1. Regulatory fees or charges, including license, permit, and inspection fees.
2. Fees for property-related services, such as water, sewer, and refuse collection.
3. Assessments or property-related fees imposed by a local government.
4. Fees or charges for services provided directly to the payer that are not available to the public generally.
5. Charges for the late payment or nonpayment of a fee or charge, including interest.
6. Fees for entry to or use of local government property, or fees for the purchase, rental, or lease of local government property.
7. Any other charge or levy designated as a fee by the state constitution, or a statute enacted by the Legislature passed by a two-thirds vote.

Legal Approach to Fee Study
The attached Fee Study presents the analytical advantages which are available to the City through the institution of a comprehensive system designed by RCS to implement Article XIIIB of the California Constitution.

Systematic and Documented Approach - This analysis was designed to provide the City with a systematic and documented approach to understand, control, and recapture the costs resulting from normal service demands, growth, and general economic inflation.

Constitutional Methodology - The methodology used for this analysis is the "costs reasonably borne" test established by Section 8(c) of Proposition 4, now Article XIIIB of the California Constitution. In following that process, RCS has analyzed the ways in which City services can be financed more equitably to assure the City's future financial viability.

Full Business Costs Determined - The methodology followed by both the Authors of

Proposition 4, and consequently by RCS, determines the full business cost of providing the reported City services. It also identifies the beneficiaries of those services and determines if they are paying in relationship to benefits derived or if they are deserving of a subsidy paid from the taxes paid by all residents and businesses. Thus, the City Council will have full knowledge of the costs which are actually occurring.

Financial Integrity Established – The Fee Study summarizes the work accomplished and presents recommendations. These recommendations, if implemented, would firmly establish the financial integrity of the analyzed City services and would establish a continuing cost control system following the business principles which are generally espoused for government, but sometimes ignored in application.

Comprehensive Approach
There were three basic steps in the process used by RCS to identify and cost out service centers. The first step is to identify the services offered by the City. Next, the service costs are calculated. Finally, the revenue currently received is matched to the cost of providing the service to determine if there is a subsidy from taxes.

Newark's Fee Study kicked off in October 2022, followed by a series of focused meetings going into the details of every user fee that was identified. This Fee Study addressed all departments, including City Administration, Public Safety, Parks and Public Works, Recreation and Community Services, and Development Services. This Fee Study also produced a cost allocation plan, which calculated the general fund overhead costs of other City funds.

The methodology used to calculate the total cost of each service comprises two essential elements: 1) the Fully Burdened Hourly Rates (FBHR) of staff providing the service; and 2) the time spent by staff providing the service.

The FBHRs used in the Fee Study include both direct costs and indirect costs. Direct costs are those directly tied to a service, such as labor and possibly materials or supplies. An example of direct costs would be the hourly salary and benefits of the individual processing and reviewing Planning & Development Service permits. Indirect costs support multiple service areas and are not directly tied to a specific fee. An example of indirect costs would be the costs of finance or human resources staff, which support the divisions and staff members performing the fee services. Once the FBHRs were established, RCS worked with all City departments to establish the number of hours (on average) staff take to accomplish each service associated with a fee. Once the number of hours it takes staff to perform each service is gathered, the total cost to provide each service can be calculated. The total cost of each service is the product of the FBHR calculation multiplied by the time spent performing the service. These total costs are the full recovery levels shown in the fee schedules and the Fee Study. The basis for cost of service and calculating the full costs is detailed in chapter 2 of the Fee Study report (Attachment 1).

This Fee Study did more than calculate the full cost of all city services. This process gave the City an opportunity to add new fees for services which the City is already providing, without a fee. RCS also recommended removal of certain fees and modifying

some user fee structures to improve city services. RCS's comprehensive approach includes a review of city fees and their legal feasibility, a discussion of fee invoicing and collections, and conversation of user fee trends and market demands.

RCS Cost Recovery Recommendations for Service Groups
Personal Choice Services are organized into the following service groups:
1. Development Services
2. Public Safety
3. Administration
4. Recreation and Community Services

Development Services
When basic city development services are supported by general taxes, there is little reason for taxes to also finance those Personal Choice services which mainly benefit a developer or specific property owner. Thus, the expenses distributed across these service centers are primarily the incremental additional expenses caused by development.

Development Services provided to individuals and businesses account for $6,451,616 in total service costs, and the City is able to recover 69.8% from the current fees. RCS' suggested fees could recover an additional $1,760,800 annually for the City, of which $486,400 would be from increases to Building Plan Check and Inspection fees (detailed in Appendix C of the Fee Study), $536,800 from Development Engineering Services (detailed in Appendix D of the Fee Study), and $365,100 from Fire Prevention Services (detailed in Appendix E of the Fee Study).

Public Safety
These fee services are provided by the City's Police, Code Compliance and Animal Control functions.

Public Safety Services provided to individuals and businesses account for $858,528 in total service costs, and the City is able to recover 10.6% from the current fees. RCS' suggested fees could recover an additional $32,700 annually for the City.

Administration
Administration services include film permit, returned check processing, document certification, and business license processing.

Administration services provided to individuals and businesses account for $118,375 in total service costs, and the City is able to recover 76.0% from the current fees. RCS' suggested fees could recover an additional $25,000 annually for the City.

Recreation and Community Services
For Recreation and Community Services, no fee recommendations are made for most services. The City is not limited to cost recovery for program and rental fees, as the only limit is what the market is willing to pay.

As anticipated, the Fee Study findings suggest that a subsidy level exists for recreation activities. This amount varies depending upon whether one considers direct versus indirect costs.

This Fee Study recommends that Recreation and Community Services cost recovery goals be set as a percentage of the department's program costs. This practice is quite common in local government operations, not because indirect costs do not exist and are not important, but rather to ensure that the cost recovery goals remain relevant, market competitive, and are easily reproducible.

By their nature, recreation and community service are highly market driven and subject to a variety of external factors including value to the City's character, consumer demand, location, facility amenities, demographics, and competing service providers. Adjustments in fees can arguably have a significant impact on consumer demand given a variety of elasticity factors that may be in play. This makes the case that fee levels are best set at the delivery point based on a flexible and market -based pricing model. It also suggests that recreation performance levels might be best set at a macro level, rather than at the individual program level, to allow for optimal marketing and program pricing flexibility. That being said, monitoring and reporting performance at the targeted level is critical in assessing class/program viability as a bias for properly allocating resources to the most financially and socially productive activities.

FISCAL IMPACT

RCS strongly encourages the City Council to adopt updated user fees based on this Fee Study, as the findings include fees that are excessively subsidized (total subsidy from all fee related services = $9,019,574), no longer valid, can be legally challenged or currently inefficient to use.

If the City Council decides to adopt all suggested fee recommendations, then a significant amount of added revenues will be available to the City, which would provide taxpayer equity. Most of these new revenues will be from fee increases to replace tax monies used to make up the difference between fees collected and costs incurred in providing the services, which will then be available for those services which can only be funded by taxes.

There is no fiscal impact at this time. However, should the City Council adopt all the recommendations and updated fees based on this Fee Study, the City would increase cost recovery by $1,818,500 on an annual basis. Typical with other studies RCS have performed, development services could achieve the greatest cost recovery from new revenues.

SERVICE	TOTAL FEE REVENUE	TOTAL SERVICE COST	TOTAL PROFIT / (SUBSIDY)	PCT. RECOVERY FROM FEES		POSSIBLE NEW REVENUE
				ACTUAL	SUGGEST	
[S-001 to S-050] DEVELOPMENT SERVICES	$4,501,267	$6,451,616	($1,950,349)	69.8%	VAR.	**$1,760,800**
[S-051 to S-097] PUBLIC SAFETY	$91,011	$858,528	($767,517)	10.6%	VAR.	**$32,700**
[S-098 to S-105] RECREATION & COMMUNITY SVCS	$2,178,000	$8,451,333	($6,273,333)	25.8%	VAR.	**$0**
[S-106 to S-119] ADMINISTRATION	$90,000	$118,375	($28,375)	76.0%	VAR.	**$25,000**
ALL FEE SERVICES	$6,860,278	$15,879,852	($9,019,574)	43.2%		**$1,818,500**

REVIEW AND APPROVAL

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

Attachments

City of Newark Comprehensive Fee Study

RCS Fee Study Presentation

Cost of Services Study for the City of Newark

November 2023

Prepared by:
Revenue & Cost Specialists, LLC
1519 E Chapman Ave, Ste C
Fullerton, CA 92831
www.revenuecost.com

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37101

November 27, 2023

City of Newark
37101 Newark Blvd
Newark, CA 94560

Honorable Mayor, City Council, and City Manager:

This Report is submitted pursuant to our contract with the City to perform a revenue and cost analysis for the City for its services, and this will result in updated user fees for the City of Newark.

The motivation for this cost of services study is the need of both the City Council and City staff to maintain City's services at a level commensurate with the standards previously set by the City Council, and to maintain effective policy and management control of City services.

RCS wishes to thank all City department heads and staff for their assistance and cooperation extended to us during the accomplishment of our work, without whose aid this Report could not have been produced. The response, awareness and information gathered and supplied by numerous City employees make this Report the sound one we believe it to be.

Respectfully submitted,



ERIC JOHNSON
President



CHU THAI
Partner

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*If all the recommendations and suggestions made in this Report are adopted, the City of Newark would increase cost recovery by **$1,818,500** on an annual basis*

EXECUTIVE SUMMARY

Revenue & Cost Specialists (RCS) is pleased to present the City of Newark with this Cost of Services Study. This study was based on the City of Newark's adopted FY 2022-23 budget and staffing information and latest fee schedule available to the public.

Fiscal Impact

If all the recommendations and suggestions made in this study are adopted, the City of Newark would increase cost recovery by $1,818,500 on an annual basis. Typical with other studies we have performed, development services could achieve the greatest cost recovery from new revenues.

Possible New Revenues from Fee Increases – City of Newark

SERVICE	TOTAL FEE REVENUE	TOTAL SERVICE COST	TOTAL PROFIT / (SUBSIDY)	PCT. RECOVERY FROM FEES		POSSIBLE NEW REVENUE
				ACTUAL	SUGGEST	
[S-001 to S-050] DEVELOPMENT SERVICES	$4,501,267	$6,451,616	($1,950,349)	69.8%	VAR.	**$1,760,800**
[S-051 to S-097] PUBLIC SAFETY	$91,011	$858,528	($767,517)	10.6%	VAR.	**$32,700**
[S-098 to S-105] RECREATION & COMMUNITY SVCS	$2,178,000	$8,451,333	($6,273,333)	25.8%	VAR.	**$0**
[S-106 to S-119] ADMINISTRATION	$90,000	$118,375	($28,375)	76.0%	VAR.	**$25,000**
ALL FEE SERVICES	$6,860,278	$15,879,852	($9,019,574)	43.2%		**$1,818,500**

While RCS calculates a $9,019,574 subsidy from all the fee related services, we estimate $1,818,500 in possible new revenues, based on factors discussed later in this report. By adopting RCS' recommendations, far more equity between taxpayers and fee-payers would be gained, and the City's financial picture would be improved.

Comprehensive Approach

Newark's fee study kicked off in October 2022, followed by a series of focused meetings going into the details of every user fee. All the data were reviewed multiple times to ensure confidence by City staff. The draft and final reports were reviewed by Newark administration from April 2023 through October 2023. This fee study addressed all departments, providing development services, public works, public safety, community services and administration. This study also produced a cost allocation plan, which calculated the general fund overhead costs to other City funds.

RCS' Cost of Services Study did more than calculate the full cost of all city services. This process gave the City an opportunity to add new fees for services which the City is already providing, without a fee. We also recommended removal of fees which are no longer valid, and modifying some user fee structures to improve city services. Our comprehensive approach includes a review of city fees and their legal feasibility, a discussion of fee invoicing and collections, and conversation of user fee trends and market demands.

RCS highly encourage the City to adopt updated user fees based on our study, as our findings include fees that are grossly subsidized, no longer valid, can be legally challenged or currently inefficient to use.

Text Topics

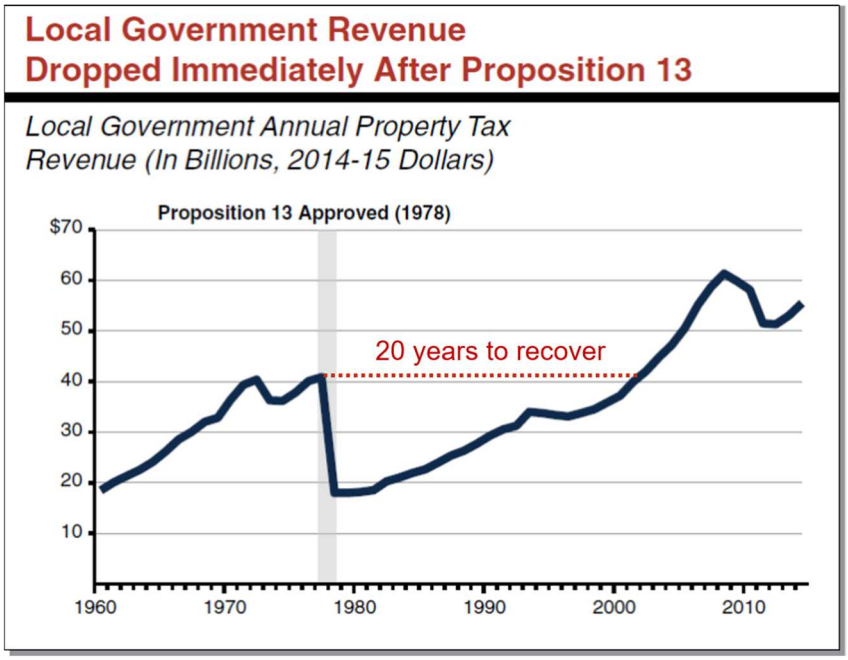
The remaining Chapters of this study address the following topics:

I. Background of Study
II. Calculating the Full Costs
III. Cost Recovery Recommendations
IV. Conclusion

CHAPTER I – BACKGROUND OF STUDY

Impact of Propositions 13, 4, 218 and 26

Proposition 13 passed by California voters in 1978, forever changing city budgets. Prior to 1978, cities and counties balanced their budgets with a property tax formula. The property tax which property owners paid could increase dramatically year over year, creating hardship for those with fixed incomes. Proposition 13 capped property tax rates at 1%, with annual inflation increase no more than 2%. The passage of Proposition 13 immediately reduced property tax payments from homes, businesses and farms by 57%.



Common Claims About Proposition 13 (2016) – Legislative Analyst's Office

The following year, Proposition 4 was passed primarily to clean up language related to taxes and appropriations limits after the wake of Proposition 13. However, there is one phrase in section 8(c) of the proposition text which better defines user charges and user fees.

> *"Proceeds of taxes" shall include, but not be restricted to, all tax revenues and the proceeds to an entity of government, from (1) regulatory licenses, user charges, and user fees to the extent that those proceeds exceed the costs reasonably borne by that entity in providing the regulation, product, or service…"*

Restated, any proceeds from user charges and user fees which exceed the "*costs reasonably borne*" are considered taxes. The legal ability for government agencies to charge fees in California in the

wake of all of the changes wrought by Proposition 13 comes out of that little phrase. The importance, and the deeper meaning, is detailed in this section of the author's intent documents:

> *"The phrase 'costs reasonably borne by such entity in providing the regulation, product, or service' is intended to incorporate all appropriations by an entity for reasonable costs appropriate for the continuation of service over time. This includes ongoing expenses such as operation costs and a reasonable allocation for overhead and administration, but it also includes responsible allocations for capital replacement, expansion of services, and repayment of related bond issuances would be considered 'costs reasonably borne'."*

Then, Proposition 218, passed in 1996 and becoming Articles XIIIC & D, impacted fees on property-based services and further restricting municipal utility rates charged on property owners. Prop 13, 4 and 218 have had, and will continue to have, a profound effect on California governments.

But it was left to the passage of Proposition 26, passed in 2010, to codify many of the fee setting practices of the previous 30 years. Article XIII C of the State Constitution was amended to formally declare that fees are not considered taxes if they do not exceed the reasonable costs of the service. Government Code Section 66014 further defined that statement for development fees.

Some of the types of services for which reasonable fees are allowable are:

- A charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.

- A charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.

- A charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.

Article XIII C also provides that a local government agency must demonstrate that the amount of revenue to be generated by a fee is no more than necessary to cover the reasonable costs of the governmental activity supported by the fee, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received

from, the governmental activity. Therefore, a fee on liquor store owners to fund an alcohol education program would not be allowed.

While Proposition 26 was built on the foundations of Propositions 4 and 218, it provided a sharper definition of the reach and limits of service fees, and the courts have looked to it when reviewing fee challenges.

Legal Approach to Cost of Services Study

This report presents the analytical advantages which are available to the City through the institution of a comprehensive system designed by RCS to implement Article XIIIB of the California Constitution.

Systematic and Documented Approach. This analysis was designed to provide the City with a systematic and documented approach to understand, control, and recapture the costs which are forced on it by normal service demands, growth and general economic inflation.

Constitutional Methodology. The methodology used for this analysis is the "costs reasonably borne" test established by Section 8(c) of Proposition 4, now Article XIIIB of the California Constitution. In following that process, RCS has analyzed the ways in which City services can be financed more equitably to assure the City's future financial viability.



Full Business Costs Determined. The methodology followed by both the Authors of Proposition 4, and consequently by RCS, determines the full business cost of providing the reported City services. It also identifies the beneficiaries of those services and determines if they are paying in relationship to benefits derived or if they are deserving of a subsidy paid from the taxes paid by all local citizens and businesses. Thus, the City Council will have full knowledge and cannot ignore costs which are actually occurring.

Financial Integrity Established. This text summarizes the work accomplished and presents recommendations. These recommendations, if implemented, would firmly establish the financial integrity of the analyzed City services and would establish a continuing cost control system following the business principles which are generally espoused for government, but often are ignored in application.

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CHAPTER II – CALCULATING THE FULL COSTS

There are three basic steps in the process used by RCS to identify and cost out service centers. The first step is to identify the services offered by the City. Next, the service costs are calculated. Finally, the revenue currently received is matched to the cost of providing the service to determine if there is a subsidy from taxes.

Identifying Service Centers

Two techniques were utilized to identify the service centers for which revenue and cost data were gathered and around which the service cost analysis of this Report is built.

Revenue Analysis. The first technique involved gathering revenue information for the past fiscal year, and then updating and revising the budget estimates for the same revenue sources for the fiscal year during which the analysis was performed by RCS. The Budget and financial reports for the current fiscal year were secured and analyzed. Budgeted and received revenues for all fee-supported services were extracted from those reports, where such information was available. RCS has divided services into far smaller "service centers" than the City has traditionally designated.

Service Center Identification. The second technique involved several scheduled meetings with City staff to identify each type of service being provided with or without charge. In a series of meetings held with City staff, department by department, RCS developed a comprehensive list of services, and then allocated staff time to the appropriate services. This service time was refined over the course of these meetings until all available staff time was allocated and represented an accurate allocation.

Resultant Service Centers

"Service Center" Defined. The "service revenue," fee or charge for a service, and the related "service cost" comprise a "service center". Each service center has a unique "Revenue and Cost Summary Worksheet" and a matching "Cost Detail Worksheet", which are found in Appendix B of this Report. These "Service Center Worksheets" are matched to one another on facing pages.

Detailed Back-Up Workpapers. The costs are backed up by detailed analyses, which have been turned over to the City in several volumes of work papers and detailed cost distribution reports.

Basis for Cost of Services

The costs determined by RCS for the various service centers are based on the definitions of "costs reasonably borne" as utilized in Article XIIIB (Proposition 4) and as further defined by its Authors in their background documents. The Authors of Proposition 4 intended their full business costing

definitions to be used by California governments. Thus, the City can know and control its costs, using those Constitutionally-set business principles and legally set elements and definitions of "costs reasonably borne".

Listing of Detailed Full Business Cost Definitions. Thus, the following are put forward by the Authors as the accepted elements of "costs reasonably borne":

a) Labor costs
b) Employee benefit costs
c) Operational services and supply expenses
d) Overhead expense
e) Administrative costs
f) Start-up costs
g) Future capital expenses
h) Capital replacement expense
i) Costs of expansion of services
j) Repayment of debt

Authors' Background. It is not surprising that the authors used such business definitions and elements of "cost" as quoted herein. They represented several known business organizations:

- The California Taxpayers Association
- The California Chamber of Commerce
- The National Tax Limitation Committee
- The California Association of Realtors

In effect, the pillars of California business and their thinking were represented, and their ideas were adopted overwhelmingly by the electorate of California at referendum. Thus, by definition, the premises of this report process have a California electoral mandate.

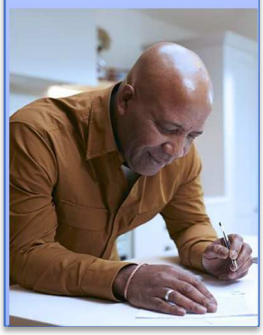
Principle Involved. A basic principle involved in this report was the recognition of those full business costs as used and as defined by the authors of the Constitutional amendment.

Types of Costs

The following costs, identified above as part of "costs reasonably borne" by the Authors of Proposition 4, make up the cost detail found on the right-hand page in Appendix B for each service center.

Salaries and Wages. City government is in fact a service industry, and therefore, it is natural that salaries make up the largest single element of cost for most services. In order to allocate the salaries, lengthy interviews were held, documents sought and researched, and reports and

To validate the reasonableness of the Study, 100% of the available work hours for all City employees were distributed and accounted for, even if it's not public serving.



accounting records examined by RCS. The result was, in most cases, a percentage or hours distribution of individual employee personal services costs.

To validate the reasonableness of the Study, 100% of the available work hours for all City employees were distributed and accounted for, even if it's not public serving. In other words, one staff member cannot state they overworked on fee services beyond 100% of their hours, and another staff member cannot account for 100% of their time. No judgments were made about what personnel should or might be doing. Their time was distributed to those service centers where the time was expended.

Employee Fringe Benefits. Since fractional time, to as low as three minutes per unit of service or one-twentieth of a percent of the annual time of an employee has been allocated to service centers, fringe benefit costs also must be fractionalized to carefully and accurately distribute those ancillary personnel costs.

The City finances numerous benefits for its employees, thereby incurring measurable costs for these items, including:

- Retirement and Social Security
- Group Health Insurance
- Medicare Insurance
- Cash In-Lieu Costs

All of these costs are current operating expenses, and the amounts were isolated. Actual costs were determined and reduced to a percentage of salary for each of the positions.

Available Work-Hours. After the individual elements of cost for positions was compiled, the total cost for each position was divided by the number of available work-hours. Available work hours were calculated as the total possible work-hours in a year, 2,080, less the following away-from-work benefit hours:

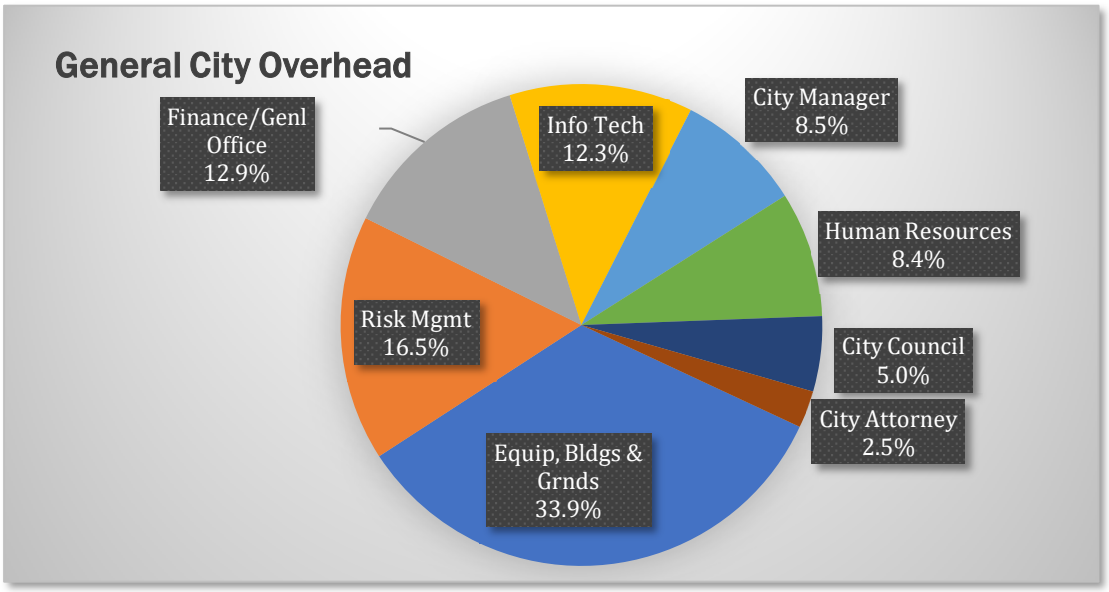
- Holidays
- Vacations
- Personal Leave
- Sick Leave
- Morning/Afternoon Breaks
- Start Up/Down Time

Maintenance and Operation Costs. All maintenance and operation costs, including non-personnel expenses such as professional services, insurance, operating supplies etc., were derived from the

current year Council-approved budget and allocated via percentages or through actual allocation to each of the service centers identified in a department or division.

General and Departmental Overhead Costs. Overhead costs provide the vital glue that holds an organization together operationally and provide important coordinating capabilities. They also provide the day-to-day support services and facilities required for the organization to function effectively. RCS calculated the city's Cost Allocation Plan (CAP) to identify and allocate these costs to the remainder of the City organization. In the CAP, costs were allocated to end-user departments and divisions by applying an agreed-upon overhead allocation factor. Each factor was related to the work effort of its particular overhead element and was assessed for relevance and reasonableness.

Full Cost Distribution. The purpose of deriving overhead costs to apportion these amounts to direct service program costs. By adopting this method, the City will be aware of its true costs and be able to emulate business methods. Article XIIIB's (Proposition 4 of 1979) authors intended this, defining as part of "costs reasonably borne" a calculated "reasonable allocation for overhead and administration."



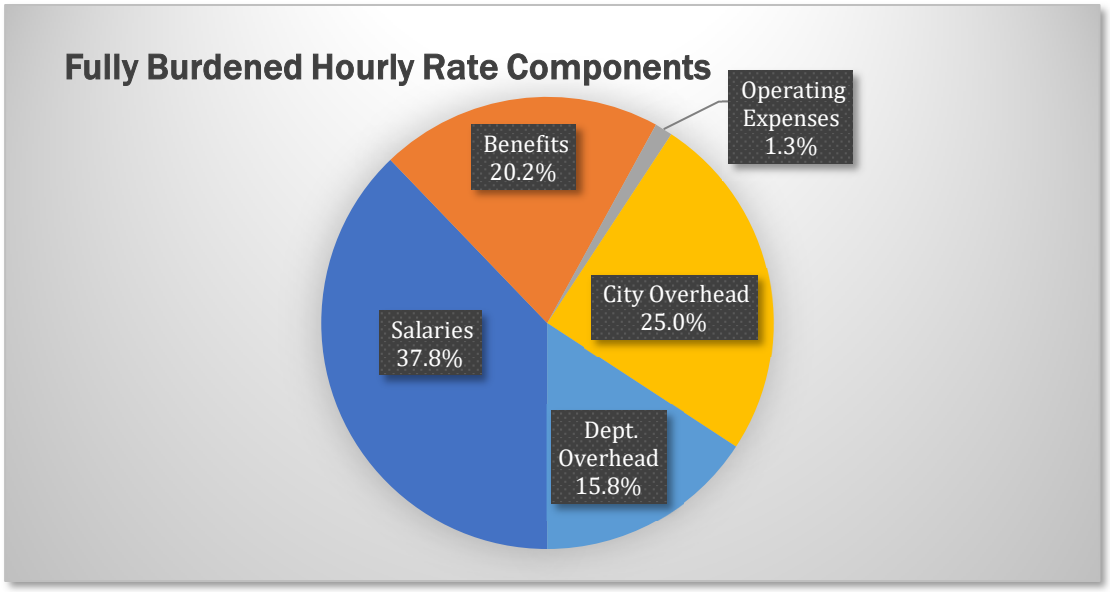
General City Overhead. These services primarily set policy and support other departments without providing a deliverable service to the public. Where they do perform an end-user service, such costs have not been allocated to other departments.

Departmental Administration. Costs in this category involve intra-departmental support functions, outside the above listed general City overhead functions, and involve the allocation of

staff time within and among departmental functions. These services also do not provide end-user deliverables to the public, but instead provide vital administrative support within specific departments.

Fully Burdened Hourly Rates (FBHR)

All of the above items make up the fully burdened hourly rate which is calculated for each position in the City. The makeup of each component of the City-wide average fully burdened hourly rate is detailed in the chart below.



Comparing Full Costs to Revenue Sources

Local government funding for city services comes from a multitude of revenue sources such as taxes, fines, grants, use of property, user fees, utility rates, etc. Our Study accounts for all revenues and focuses on the relationship between fees and taxes. As an example, [S-001] MINOR USE PERMIT - SGL FAMILY HOUSE in the following schedule estimates the full costs at $7,579. These expenses are offset by current fee revenues of $400, and $7,179 of the City's limited tax revenues must be used to pay for the remaining. The city is currently recovering 5.3% from these minor use permit – single family house fees, and to the extent that fees are NOT increased, general City taxes paid by all taxpayers are the only alternative revenue source.

SCHEDULE 1
TOTAL SERVICE COSTS AND RESOURCES USED
FISCAL YEAR 2022-23

REF# (1)	SERVICE (2)	TOTAL SERVICE COST (3)	RESOURCES USED TO FINANCE SERVICE	
			FEES (4)	TAXES (5)
S-001	MINOR USE PERMIT - SGL FAMILY HOUSE	$7,579	$400	$7,179
S-002	MINOR USE PERMIT - SFR SUBDIV/MFR	$3,920	$100	$3,820
S-003	MINOR USE PERMIT - COMM/INDUST	$54,874	$1,400	$53,474
S-004	MINOR USE PERMIT - TEMPORARY	$17,253	$600	$16,653
S-005	MINOR USE PERMIT - PC MEETING	$4,180	$0	$4,180
S-006	CONDITIONAL USE PERMIT	$30,726	$6,300	$24,426
S-007	PLANNED UNIT DEVELOPMENT	$86,994	$13,500	$73,494
S-008	AMEND TO APPRVD CUP/PD - DIR APPRVL	$4,699	$1,500	$3,199
S-009	AMEND TO APPROVED CUP - PC APPROVAL	$10,250	$1,500	$8,750
S-010	AMEND TO APPROVED PUD - CC APPROVAL	$13,499	$1,500	$11,999
S-011	DESIGN REV - SGL FAM HOUSE (1 UNIT)	$61,452	$2,400	$59,052
S-012	DESIGN REVIEW - OTHER	$37,246	$9,800	$27,446
S-013	PRELIMINARY PLAN REVIEW	$45,087	$4,800	$40,287
S-014	CEQA CATEGORICAL EXEMPT. CLASS 1-31	$9,703	$3,900	$5,803
S-015	CEQA ENVIRON REV CLASS 32/NON-EXMPT	$0	$0	$0
S-016	ZONING MAP CHANGE	$16,990	$4,300	$12,690
S-017	ZONING TEXT AMENDMENT	$20,048	$4,300	$15,748
S-018	GENERAL PLAN AMENDMENT	$20,457	$4,300	$16,157
S-019	SPECIFIC PLAN - NEW	$0	$0	$0
S-020	SPECIFIC PLAN AMENDMENT	$23,281	$4,300	$18,981
S-021	AGRICULTURAL PRESERVE APPLICATION	$0	$0	$0
S-022	TENTATIVE PARCEL MAP	$7,243	$2,240	$5,003
S-023	TENTATIVE TRACT MAP	$9,347	$4,250	$5,097
S-024	TENTATIVE MAP EXTENSION	$4,339	$1,100	$3,239
S-025	RECORD MAP CHECK	$8,881	$2,450	$6,431
S-026	LOT LINE ADJUST/LOT MERGER	$4,699	$2,000	$2,699
S-027	PARCEL MAP WAIVER	$2,296	$1,100	$1,196
S-028	CERTIFICATE OF CORRECTION	$4,339	$500	$3,839
S-029	CERTIFICATE OF COMPLIANCE	$4,339	$100	$4,239
S-030	TIME EXTENSION	$1,393	$650	$743
S-031	WAIVER	$4,622	$500	$4,122
S-032	VARIANCE	$12,349	$1,050	$11,299
S-033	MASTER SIGN PROGRAM	$2,894	$0	$2,894
S-034	SIGN PERMIT	$14,388	$650	$13,738
S-035	TEMPORARY SIGN PERMIT	$138	$0	$138
S-036	HOME OCCUPATION PERMIT	$277	$0	$277
S-037	ZONING ADMINISTRATOR HEARING	$0	$0	$0
S-038	PROPERTY ZONE VERIFICATION LETTER	$8,732	$1,000	$7,732
S-039	PROPERTY HISTORY RESEARCH	$1,427	$0	$1,427
S-040	APPEAL TO THE PLANNING COMMISSION	$6,116	$100	$6,016
S-041	APPEAL TO THE CITY COUNCIL	$7,499	$100	$7,399
S-042	REMOVE HISTORICAL RESOURCE DESIG.	$0	$0	$0
S-043	COMM. CARE FACILITY ADMIN. REVIEW	$0	$0	$0
S-044	ZONING CERTIFICATION	$0	$0	$0

REF# (1)	SERVICE (2)	TOTAL SERVICE COST (3)	RESOURCES USED TO FINANCE SERVICE	
			FEES (4)	TAXES (5)
S-045	CODE ENFORCE INITIATED PLANNING APP	$0	$0	$0
S-046	BUILDING PLAN CHECK/INSPECTION	$3,258,698	$2,772,336	$486,362
S-047	DEVELOPMENT ENGINEERING	$1,415,021	$878,241	$536,780
S-048	FIRE PREVENTION SERVICES	$483,080	$118,000	$365,080
S-049	COMMUNITY DEVELOPMENT MAINTENANCE	$571,261	$550,000	$21,261
S-050	TECHNOLOGY/DOCUMENT RETENTION	$150,000	$100,000	$50,000
S-051	NUISANCE ABATEMENT	$0	$0	$0
S-052	HEARING BEFORE NUISANCE ABATEMENT	$11,428	$4,500	$6,928
S-053	LIEN SET-UP/RELEASE	$3,372	$0	$3,372
S-054	TERMINATION OF NOTICE OF VIOLATION	$0	$0	$0
S-055	FIREARMS DEALER PERMIT	$1,642	$1,600	$42
S-056	BILLIARD PARLOR ANNUAL PERMIT	$773	$200	$573
S-057	SECONDHAND DEALER PERMIT	$773	$195	$578
S-058	TOW COMPANY/DRIVER PERMIT	$300	$0	$300
S-059	MASSAGE ESTABLISHMENT PERMIT	$652	$750	($98)
S-060	MASSAGE THERAPIST PERMIT	$652	$600	$52
S-061	ON-GOING DANCE PERMIT	$209	$250	($41)
S-062	SINGLE-USE DANCE PERMIT	$370	$100	$270
S-063	TAXICAB COMPANY/DRIVER PERMIT	$0	$0	$0
S-064	POLICE BUSINESS BACKGROUND REVIEW	$434	$0	$434
S-065	SPECIAL EVENT PERMIT	$23,132	$2,000	$21,132
S-066	EXPLOSIVES PERMIT	$0	$0	$0
S-067	CONCEALED WEAPON PERMIT	$0	$0	$0
S-068	ALCOHOLIC BEV CONTROL CLEARANCE	$1,084	$400	$684
S-069	REPOSSESSED VEHICLE PROCESSING	$2,336	$750	$1,586
S-070	CITATION SIGN OFF	$1,589	$750	$839
S-071	CLEARANCE LETTER	$1,402	$750	$652
S-072	ALARM PERMIT	$0	$0	$0
S-073	POLICE FALSE ALARM RESPONSE	$95,985	$0	$95,985
S-074	DRIVING UNDER THE INFLUENCE ARREST	$860	$448	$412
S-075	IMPOUNDED VEHICLE RELEASE	$59,523	$50,000	$9,523
S-076	VEHICLE LIEN SALE	$0	$0	$0
S-077	ABANDONED VEHICLE ABATEMENT	$0	$0	$0
S-078	FALSELY REPORTING AN EMERGENCY	$0	$0	$0
S-079	HIT & RUN ACCIDENT RESPONSE	$0	$0	$0
S-080	EXTRAORDINARY/MULTIPLE POLICE RESP.	$0	$0	$0
S-081	DUI ACCIDENT RESPONSE	$0	$0	$0
S-082	FIREARM STORAGE	$1,874	$1,050	$824
S-083	SUSPECT PROPERTY STORAGE	$0	$0	$0
S-084	EVIDENCE PROCESSING	$0	$0	$0
S-085	LIVE SCAN FINGERPRINTING	$93	$50	$43
S-086	POLICE REPORT COPY	$35,040	$7,500	$27,540
S-087	POLICE ELECTRONIC FILE COPY	$15	$20	($5)
S-088	MASTER LOGGING RECORDER COPY	$0	$0	$0
S-089	DUBBING VOICE MEDIA COPY	$0	$0	$0
S-090	ALAMEDA COUNTY BOOKING RECOVERY	$0	$0	$0
S-091	FREMONT POLICE DEPARTMENT SERVICES	$0	$0	$0
S-092	EXOTIC ANIMAL/ANIMAL FANCIER PERMIT	$21,012	$9,516	$11,496

[T]he City provides $15,879,852 in fee services annually and recovers $6,860,278 from fee revenues. Each year, an additional $9,019,574, coming from other funding sources, is needed to pay for these fee services.

REF# (1)	SERVICE (2)	TOTAL SERVICE COST (3)	RESOURCES USED TO FINANCE SERVICE	
			FEES (4)	TAXES (5)
S-093	ANIMAL CONTROL REINSPECTION	$210	$60	$150
S-094	STRAY ANIMAL IMPOUND	$210	$35	$175
S-095	DEAD ANIMAL PICK-UP ON REQUEST	$210	$91	$119
S-096	HOME QUARANTINE INSPECTION	$946	$396	$550
S-097	ANIMAL CONTROL SERVICES	$592,402	$9,000	$583,402
S-098	GENERAL RECREATION SERVICES	$1,373,642	$187,000	$1,186,642
S-099	YOUTH/ADULT SPORTS/FITNESS	$949,685	$500,000	$449,685
S-100	AQUATICS PROGRAMS	$3,638,859	$640,000	$2,998,859
S-101	CHILDCARE SERVICES	$986,042	$470,000	$516,042
S-102	SENIOR SERVICES	$594,641	$21,000	$573,641
S-103	FACILITY RENTAL	$175,353	$155,000	$20,353
S-104	BALLFIELD MAINTENANCE/RENTAL	$513,111	$205,000	$308,111
S-105	PARATRANSIT SERVICES	$220,000	$0	$220,000
S-106	FILM PERMIT	$4,222	$0	$4,222
S-107	NEW BUSINESS LICENSE PROCESSING	$29,517	$14,790	$14,727
S-108	ANNUAL BUSINESS LICENSE PROCESSING	$79,583	$74,400	$5,183
S-109	CONTRACTOR REGISTRATION	$32	$30	$2
S-110	BUSINESS LICENSE CHANGE	$32	$30	$2
S-111	BUSINESS LICENSE DUPLICATE	$10	$30	($20)
S-112	BUSINESS LICENSE LISTING	$0	$0	$0
S-113	NSF CHECK PROCESSING	$1,119	$275	$844
S-114	DOCUMENT REPRODUCTION	$2	$0	$2
S-115	DOCUMENT CERTIFICATION	$184	$40	$144
S-116	ELECTRONIC FILE COPY	$7	$5	$2
S-117	CIVIL SUBPOENA	$0	$0	$0
S-118	BINGO PERMIT	$2,582	$200	$2,382
S-119	INITIATIVE PETITION	$1,085	$200	$885
	TOTAL ALL FEE SERVICES	**$15,879,852**	**$6,860,278**	**$9,019,574**

Schedule 1 above shows that the City provides $15,879,852 in fee services annually and recovers $6,860,278 from fee revenues. Each year, an additional $9,019,574, coming from other funding sources, is needed to pay for these fee services.

CHAPTER III – COST RECOVERY RECOMMENDATIONS

Service Groups

RCS has organized Personal Choice Services into the following service groups for purposes of discussion:

1. Development Services
2. Public Safety
3. Recreation and Community Services
4. Administration

These groups, explained in turn, are program oriented. Each group includes a table summarizing the revenues and costs of each service. The table summarizing the group tables is found at the end of this Chapter.

Appendix A, following the text, summarizes the current fees and the proposed fees for each of the Personal Choice service centers.

Service Center details found in **Appendix B**, are in sequence by the Reference Number (Column 1 on each of the following Tables), include detail information for each service on two facing pages. The left page has textual and summary information including RCS's suggested service fee. The right page has the service cost detail.

Explanation of Table Columns

Each table has eight columns, explained here:

- Column 1 is the Report Reference Number.
- Column 2 is the title of the service.
- Columns 3, 4 & 5 are the same amounts for revenue, cost and profit (subsidy) found on the left page of the detail service sheets in Appendix B.
- Column 6 is the current percentage of costs recovered from the user fees and charges with the difference being subsidized by taxes.
- Column 7 is the percentage of user fee cost recovery which might be obtainable without tax subsidy. Of course, decisions regarding tax subsidies to a service are a City Council policy decision on how to allocate its tax and general revenues.
- Column 8 contains the estimated amount of revenues which RCS suggests could be raised or reduced.

Special Circumstances

The table also footnotes which identify special circumstances for some fees. For a service that is marked (a), there is insufficient data to determine the financial impact. When a service is marked (b), the fee is deposit based and financial estimations are not possible. Services marked (c), are restricted by law, and cannot be adjusted for full cost recovery. Finally, services marked (d) are suggested to be removed from the City's fee schedule for various reasons.

Development Services

When basic City development services are supported by general taxes, there is little reason for taxes to also finance those Personal Choice services which mainly benefit a developer or specific property owner. Thus, the expenses distributed across these service centers are primarily the incremental additional expenses caused by development. Were no development to take place, most of these costs could be eliminated, or at least significantly reduced.

TABLE 1 – DEVELOPMENT SERVICES

REF # (1)	SERVICE (2)	TOTAL FEE REVENUE (3)	TOTAL SERVICE COST (4)	TOTAL PROFIT/ (SUBSIDY) (5)	PCT. RECOVERY FROM FEES ACTUAL (6)	PCT. RECOVERY FROM FEES SUGGEST (7)	**POSSIBLE NEW REVENUE (8)**	
S-001	MINOR USE PERMIT - SGL FAMILY HOUSE	$400	$7,579	($7,179)	5.3%	100%	**$7,200**	
S-002	MINOR USE PERMIT - SFR SUBDIV/MFR	$100	$3,920	($3,820)	2.6%	100%	**$0**	(a)
S-003	MINOR USE PERMIT - COMM/INDUST	$1,400	$54,874	($53,474)	2.6%	100%	**$53,500**	
S-004	MINOR USE PERMIT - TEMPORARY	$600	$17,253	($16,653)	3.5%	100%	**$16,700**	
S-005	MINOR USE PERMIT - PC MEETING	$0	$4,180	($4,180)	0.0%	100%	**$0**	(a)
S-006	CONDITIONAL USE PERMIT	$6,300	$30,726	($24,426)	20.5%	100%	**$24,400**	
S-007	PLANNED UNIT DEVELOPMENT	$13,500	$86,994	($73,494)	15.5%	100%	**$73,500**	(b)
S-008	AMEND TO APPRVD CUP/PD - DIR APPRVL	$1,500	$4,699	($3,199)	31.9%	100%	**$0**	(a)
S-009	AMEND TO APPROVED CUP - PC APPROVAL	$1,500	$10,250	($8,750)	14.6%	100%	**$0**	(a)
S-010	AMEND TO APPROVED PUD - CC APPROVAL	$1,500	$13,499	($11,999)	11.1%	100%	**$0**	(a)
S-011	DESIGN REV - SGL FAM HOUSE (1 UNIT)	$2,400	$61,452	($59,052)	3.9%	100%	**$59,100**	
S-012	DESIGN REVIEW - OTHER	$9,800	$37,246	($27,446)	26.3%	100%	**$27,400**	
S-013	PRELIMINARY PLAN REVIEW	$4,800	$45,087	($40,287)	10.7%	50%	**$17,700**	
S-014	CEQA CATEGORICAL EXEMPT. CLASS 1-31	$3,900	$9,703	($5,803)	40.2%	100%	**$5,800**	
S-015	CEQA ENVIRON REV CLASS 32/NON-EXMPT	N/A	N/A	N/A	N/A	100%	**$0**	(b)
S-016	ZONING MAP CHANGE	$4,300	$16,990	($12,690)	25.3%	100%	**$0**	(a)
S-017	ZONING TEXT AMENDMENT	$4,300	$20,048	($15,748)	21.5%	100%	**$0**	(a)
S-018	GENERAL PLAN AMENDMENT	$4,300	$20,457	($16,157)	21.0%	100%	**$0**	(a)
S-019	SPECIFIC PLAN - NEW	N/A	N/A	N/A	N/A	100%	**$0**	(b)
S-020	SPECIFIC PLAN AMENDMENT	$4,300	$23,281	($18,981)	18.5%	100%	**$0**	(a)
S-021	AGRICULTURAL PRESERVE APPLICATION	N/A	N/A	N/A	N/A	100%	**$0**	(b)
S-022	TENTATIVE PARCEL MAP	$2,240	$7,243	($5,003)	30.9%	100%	**$0**	(a)
S-023	TENTATIVE TRACT MAP	$4,250	$9,347	($5,097)	45.5%	100%	**$0**	(a)
S-024	TENTATIVE MAP EXTENSION	$1,100	$4,339	($3,239)	25.4%	100%	**$0**	(a)
S-025	RECORD MAP CHECK	$2,450	$8,881	($6,431)	27.6%	100%	**$0**	(a)
S-026	LOT LINE ADJUST/LOT MERGER	$2,000	$4,699	($2,699)	42.6%	100%	**$0**	(a)
S-027	PARCEL MAP WAIVER	$1,100	$2,296	($1,196)	47.9%	100%	**$0**	(a)
S-028	CERTIFICATE OF CORRECTION	$500	$4,339	($3,839)	11.5%	100%	**$0**	(a)
S-029	CERTIFICATE OF COMPLIANCE	$100	$4,339	($4,239)	2.3%	100%	**$0**	(a)
S-030	TIME EXTENSION	$650	$1,393	($743)	46.7%	100%	**$0**	(a)
S-031	WAIVER	$500	$4,622	($4,122)	10.8%	100%	**$4,100**	
S-032	VARIANCE	$1,050	$12,349	($11,299)	8.5%	100%	**$11,300**	
S-033	MASTER SIGN PROGRAM	$0	$2,894	($2,894)	0.0%	100%	**$0**	(a)
S-034	SIGN PERMIT	$650	$14,388	($13,738)	4.5%	100%	**$13,700**	
S-035	TEMPORARY SIGN PERMIT	$0	$138	($138)	0.0%	100%	**$100**	
S-036	HOME OCCUPATION PERMIT	$0	$277	($277)	0.0%	100%	**$300**	
S-037	ZONING ADMINISTRATOR HEARING	N/A	N/A	N/A	N/A	100%	**$0**	(d)
S-038	PROPERTY ZONE VERIFICATION LETTER	$1,000	$8,732	($7,732)	11.5%	100%	**$7,700**	
S-039	PROPERTY HISTORY RESEARCH	$0	$1,427	($1,427)	0.0%	100%	**$0**	(a)
S-040	APPEAL TO THE PLANNING COMMISSION	$100	$6,116	($6,016)	1.6%	100%	**$0**	(a)

REF # (1)	SERVICE (2)	TOTAL FEE REVENUE (3)	TOTAL SERVICE COST (4)	TOTAL PROFIT/ (SUBSIDY) (5)	PCT. RECOVERY FROM FEES ACTUAL (6)	PCT. RECOVERY FROM FEES SUGGEST (7)	**POSSIBLE NEW REVENUE (8)**	
S-041	APPEAL TO THE CITY COUNCIL	$100	$7,499	($7,399)	1.3%	100%	**$0**	(a)
S-042	REMOVE HISTORICAL RESOURCE DESIG.	N/A	N/A	N/A	N/A	100%	**$0**	(d)
S-043	COMM. CARE FACILITY ADMIN. REVIEW	N/A	N/A	N/A	N/A	100%	**$0**	(d)
S-044	ZONING CERTIFICATION	N/A	N/A	N/A	N/A	100%	**$0**	(d)
S-045	CODE ENFORCE INITIATED PLANNING APP	N/A	N/A	N/A	N/A	100%	**$0**	
S-046	BUILDING PLAN CHECK/INSPECTION	$2,772,336	$3,258,698	($486,362)	85.1%	100%	**$486,400**	
S-047	DEVELOPMENT ENGINEERING	$878,241	$1,415,021	($536,780)	62.1%	100%	**$536,800**	
S-048	FIRE PREVENTION SERVICES	$118,000	$483,080	($365,080)	24.4%	100%	**$365,100**	
S-049	COMMUNITY DEVELOPMENT MAINTENANCE	$550,000	$571,261	($21,261)	96.3%	100%	**$0**	
S-050	TECHNOLOGY/DOCUMENT RETENTION	$100,000	$150,000	($50,000)	66.7%	100%	**$50,000**	
	SUBTOTAL - DEVELOPMENT SERVICES	**$4,501,267**	**$6,451,616**	**($1,950,349)**	**69.8%**		**$1,760,800**	

NOTES:
(a) Insufficient data to determine financial impact
(b) Deposit based service/fee
(c) Fee restricted by Law
(d) Delete fee from fee schedule

Development Services provided to individuals and businesses account for $6,451,616 in total service costs, and the City is able to recover 69.8% from the current fees. RCS' suggested fees could recover an additional $1,760,800 annually for the City, of which $486,400 would be from increases to Building Plan Check and Inspection fees (detailed in Appendix C), $536,800 from Development Engineering Services (detailed in Appendix D), and $365,100 from Fire Prevention Services (detailed in Appendix E).

Public Safety

These fee services are provided by the City's Police, Code Compliance and Animal Control functions.

TABLE 2 – PUBLIC SAFETY

REF # (1)	SERVICE (2)	TOTAL FEE REVENUE (3)	TOTAL SERVICE COST (4)	TOTAL PROFIT/ (SUBSIDY) (5)	PCT. RECOVERY FROM FEES ACTUAL (6)	PCT. RECOVERY FROM FEES SUGGEST (7)	**POSSIBLE NEW REVENUE (8)**	
S-051	NUISANCE ABATEMENT	N/A	N/A	N/A	N/A	100%	**$0**	
S-052	HEARING BEFORE NUISANCE ABATEMENT	$4,500	$11,428	($6,928)	39.4%	100%	**$6,900**	
S-053	LIEN SET-UP/RELEASE	$0	$3,372	($3,372)	0.0%	100%	**$3,400**	
S-054	TERMINATION OF NOTICE OF VIOLATION	N/A	N/A	N/A	N/A	100%	**$0**	(d)
S-055	FIREARMS DEALER PERMIT	$1,600	$1,642	($42)	97.4%	100%	**$0**	
S-056	BILLIARD PARLOR ANNUAL PERMIT	$200	$773	($573)	25.9%	100%	**$0**	(a)
S-057	SECONDHAND DEALER PERMIT	$195	$773	($578)	25.2%	100%	**$0**	(a)
S-058	TOW COMPANY/DRIVER PERMIT	$0	$300	($300)	0.0%	100%	**$0**	(a)
S-059	MASSAGE ESTABLISHMENT PERMIT	$750	$652	$98	115.0%	100%	**$0**	(a)
S-060	MASSAGE THERAPIST PERMIT	$600	$652	($52)	92.0%	100%	**$0**	(a)
S-061	ON-GOING DANCE PERMIT	$250	$209	$41	119.6%	100%	**$0**	(a)
S-062	SINGLE-USE DANCE PERMIT	$100	$370	($270)	27.0%	100%	**$0**	(a)
S-063	TAXICAB COMPANY/DRIVER PERMIT	N/A	N/A	N/A	N/A	100%	**$0**	(d)
S-064	POLICE BUSINESS BACKGROUND REVIEW	$0	$434	($434)	0.0%	100%	**$0**	(a)
S-065	SPECIAL EVENT PERMIT	$2,000	$23,132	($21,132)	8.7%	50%	**$9,600**	
S-066	EXPLOSIVES PERMIT	N/A	N/A	N/A	N/A	100%	**$0**	(d)
S-067	CONCEALED WEAPON PERMIT	N/A	N/A	N/A	N/A	100%	**$0**	
S-068	ALCOHOLIC BEV CONTROL CLEARANCE	$400	$1,084	($684)	36.9%	100%	**$700**	
S-069	REPOSSESSED VEHICLE PROCESSING	$750	$2,336	($1,586)	32.1%	33%	**$0**	(c)
S-070	CITATION SIGN OFF	$750	$1,589	($839)	47.2%	50%	**$0**	
S-071	CLEARANCE LETTER	$750	$1,402	($652)	53.5%	100%	**$700**	
S-072	ALARM PERMIT	N/A	N/A	N/A	N/A	100%	**$0**	
S-073	POLICE FALSE ALARM RESPONSE	$0	$95,985	($95,985)	0.0%	50%	**$0**	
S-074	DRIVING UNDER THE INFLUENCE ARREST	$448	$860	($412)	52.1%	100%	**$0**	
S-075	IMPOUNDED VEHICLE RELEASE	$50,000	$59,523	($9,523)	84.0%	100%	**$9,500**	
S-076	VEHICLE LIEN SALE	N/A	N/A	N/A	N/A	100%	**$0**	(d)
S-077	ABANDONED VEHICLE ABATEMENT	N/A	N/A	N/A	N/A	100%	**$0**	
S-078	FALSELY REPORTING AN EMERGENCY	N/A	N/A	N/A	N/A	100%	**$0**	
S-079	HIT & RUN ACCIDENT RESPONSE	N/A	N/A	N/A	N/A	100%	**$0**	
S-080	EXTRAORDINARY/MULTIPLE POLICE RESP.	N/A	N/A	N/A	N/A	100%	**$0**	
S-081	DUI ACCIDENT RESPONSE	N/A	N/A	N/A	N/A	100%	**$0**	
S-082	FIREARM STORAGE	$1,050	$1,874	($824)	56.0%	60%	**$100**	
S-083	SUSPECT PROPERTY STORAGE	N/A	N/A	N/A	N/A	100%	**$0**	(d)
S-084	EVIDENCE PROCESSING	N/A	N/A	N/A	N/A	100%	**$0**	(d)
S-085	LIVE SCAN FINGERPRINTING	$50	$93	($43)	53.8%	50%	**$0**	
S-086	POLICE REPORT COPY	$7,500	$35,040	($27,540)	21.4%	0%	**$0**	(c)
S-087	POLICE ELECTRONIC FILE COPY	$20	$15	$5	133.3%	100%	**$0**	(c)
S-088	MASTER LOGGING RECORDER COPY	N/A	N/A	N/A	N/A	100%	**$0**	(d)
S-089	DUBBING VOICE MEDIA COPY	N/A	N/A	N/A	N/A	100%	**$0**	(d)
S-090	ALAMEDA COUNTY BOOKING RECOVERY	N/A	N/A	N/A	N/A	100%	**$0**	(d)

REF # (1)	SERVICE (2)	TOTAL FEE REVENUE (3)	TOTAL SERVICE COST (4)	TOTAL PROFIT/ (SUBSIDY) (5)	PCT. RECOVERY FROM FEES ACTUAL (6)	PCT. RECOVERY FROM FEES SUGGEST (7)	**POSSIBLE NEW REVENUE (8)**	
S-091	FREMONT POLICE DEPARTMENT SERVICES	N/A	N/A	N/A	N/A	100%	**$0**	(d)
S-092	EXOTIC ANIMAL/ANIMAL FANCIER PERMIT	$9,516	$21,012	($11,496)	45.3%	50%	**$1,000**	
S-093	ANIMAL CONTROL REINSPECTION	$60	$210	($150)	28.6%	100%	**$200**	
S-094	STRAY ANIMAL IMPOUND	$35	$210	($175)	16.7%	25%	**$0**	
S-095	DEAD ANIMAL PICK-UP ON REQUEST	$91	$210	($119)	43.3%	50%	**$0**	
S-096	HOME QUARANTINE INSPECTION	$396	$946	($550)	41.9%	100%	**$600**	
S-097	ANIMAL CONTROL SERVICES	$9,000	$592,402	($583,402)	1.5%	2%	**$0**	
	SUBTOTAL - PUBLIC SAFETY	**$91,011**	**$858,528**	**($767,517)**	**10.6%**		**$32,700**	

NOTES:
(a) Insufficient data to determine financial impact
(b) Deposit based service/fee
(c) Fee restricted by Law
(d) Delete fee from fee schedule

Public Safety Services provided to individuals and businesses account for $858,528 in total service costs, and the City is able to recover 10.6% from the current fees. RCS' suggested fees could recover an additional $32,700 annually for the City.

Recreation and Community Services

For Recreation and Community Services, no fee recommendations are made for most services. The City is not limited to cost recovery for program and rental fees, as the only limit is what the market is willing to pay.

TABLE 3 – RECREATION AND COMMUNITY SERVICES

REF # (1)	SERVICE (2)	TOTAL FEE REVENUE (3)	TOTAL SERVICE COST (4)	TOTAL PROFIT/ (SUBSIDY) (5)	PCT. RECOVERY FROM FEES ACTUAL (6)	PCT. RECOVERY FROM FEES SUGGEST (7)	**POSSIBLE NEW REVENUE (8)**
S-098	GENERAL RECREATION SERVICES	$187,000	$1,373,642	($1,186,642)	13.6%	100%	**$0**
S-099	YOUTH/ADULT SPORTS/FITNESS	$500,000	$949,685	($449,685)	52.7%	100%	**$0**
S-100	AQUATICS PROGRAMS	$640,000	$3,638,859	($2,998,859)	17.6%	100%	**$0**
S-101	CHILDCARE SERVICES	$470,000	$986,042	($516,042)	47.7%	100%	**$0**
S-102	SENIOR SERVICES	$21,000	$594,641	($573,641)	3.5%	100%	**$0**
S-103	FACILITY RENTAL	$155,000	$175,353	($20,353)	88.4%	100%	**$0**
S-104	BALLFIELD MAINTENANCE/RENTAL	$205,000	$513,111	($308,111)	40.0%	100%	**$0**
S-105	PARATRANSIT SERVICES	$0	$220,000	($220,000)	0.0%	100%	**$0**
SUBTOTAL - RECREATION AND COMMUNITY SVC		**$2,178,000**	**$8,451,333**	**($6,273,333)**	**25.8%**		**$0**

Recreation & Community Services Findings

The breakout of direct and indirect costs and cost recovery percentages can be reviewed in more detail in **Appendix F**.

As anticipated, the above findings suggest that a subsidy level exists for recreation activities – an amount that varies depending upon whether one considers direct versus indirect costs.

This report recommends that Recreation cost recovery goals be set as a percentage of Recreation Program costs. This practice is quite common in local government operations, not because indirect costs do not exist and are not important, but rather to ensure that the cost recovery goals remain relevant, market competitive, and are easily reproducible.

Market Considerations

But much remains to consider in evaluating price and costing levels in this sensitive service area – considerations that are further detailed below.

By their nature, recreation services are highly market driven and subject to a variety of external factors including value to the City's character, consumer demand, location, facility amenities, demographics, and competing service providers. Adjustments in fees can arguably have a significant impact on consumer demand given a variety of elasticity factors that may be in play. This comment does not imply that additional revenues are unavailable but makes the case that fee levels are best set at the delivery point based on a flexible and market-based pricing model. It also

suggests that recreation performance levels might be best set at a macro level, rather than at the individual program level, to allow for optimal marketing and program pricing flexibility.

In pondering these cost results, the City should consider the following observations common to Recreation services.

General Methodology Assumptions

The methodology generally used in developing service center revenue/cost computations, as has been done in this study, is founded on key assumptions:

First, service volumes are fairly constant and void of wide fluctuations in consumer patronage from year to year.

Second, consumers have come to accept the economic value of continuing to use the identified service at a value that equates to the cost of providing the service.

It is important to note that these two assumptions are not particularly valid for recreation type activities that are characterized by commonly noted annual changes in program popularity combined with the influence of seasonal and weather conditions. Furthermore, recreation dollars are highly sensitive to overall market and economic conditions as a service that strives to compete for an elusive discretionary income dollar.

Recreation service fees are influenced by two factors generally not an issue in the delivery of other City services - marketing and social policy.

Marketing

Given that these services are highly market sensitive and financed mostly by discretionary income, a special burden is placed on program managers to innovate and promote attendance. Those who run these programs know too well the need to convince customers of the value-added features of their services. Their market is unforgiving. If fees are set too high, attendance and consequently revenues will drop. On the other hand, establishing fee levels artificially low will result in a flood of demand beyond resource capabilities.

Pricing

If priced strictly at average cost, fee increases can result in reduced participation leading to additional reactionary price increases and further losses in patronage. As such, prices for recreation services must be set carefully. The potential number of target customers should be estimated as part of an aggressive program marketing those services at determined price levels. Some important considerations in setting pricing follow:

- Has a marketing study been performed?
- Have programs been selected for their popularity?
- Do City programs compete with offerings made by other agencies, organizations, or private businesses that can supply the program at less cost?
- Is there a less costly way for the City to supply the service?
- Has sufficient money been budgeted to advertise the program adequately and how is the number of participants affected by the level of advertising?
- What costs would NOT be incurred or REMAIN were the program not to be offered?
- What is the cost of adding one more participant; of opening one more section of the activity?
- Are participants polled for their reaction to the offering, the instructor, the facility, and for their ideas for possible programs and the amounts that they are willing to pay?
- Are some facilities more costly to operate than others? What are the costs of electricity, water, gas, janitorial, maintenance, telephone, vandalism, and the like for each facility?
- How do existing facilities compare to those provided by the competition in creating either a price advantage or disadvantage?
- Has the clientele of the activity been defined allowing the City to understand the social purpose in subsidizing the activity?

A number of these issues have already been addressed by City staff and are merely presented to illustrate the issues involved in operating such services.

In determining what should be charged for services it ultimately is the responsibility of recreation professionals to recommend a combination of decreased costs, increased participation and fee adjustments needed to meet the degree of recovery that is ultimately determined by City Council.

What Can Be Charged?

In so far as Recreation services are market driven by definition, they are not subject to the cost limitations of Propositions 4 and 26. As such, pricing for class programs and related facility rentals can be set at market rate and consumer valued pricing levels subject to policy defined discount and subsidy levels.

Social Policy

The City Council should develop a conscious policy as to what programs should be subsidized with tax monies in promoting social benefit, and to what extent. It may well be that some level of subsidy for many of the services identified in this group is not only necessary, but also appropriate. If that is deemed to be the case, subsidy levels can be set as part of a budgetary or programmatic policy statement. These policy statements can also explicitly describe the social reasoning involved in the decision-making process.

Discounts & Exemptions: The provision of scholarships and exemptions to disadvantaged youths and seniors is a viable and appropriate alternative to reducing fees to the entire community and should be considered in the fee setting process.

Conclusion of Recreation and Community Services

City staff and the City Council may wish to consider reviewing the marketing criteria set out earlier in this Chapter and review the cost figures provided herein. It may well be the case that additional revenues can be generated if the marketplace permits it. In setting fiscal goals for such services, it is recommended that financial targets be established at the macro (Division or Major Program Level) level to allow for maximum price adaptability at the minor program and class level. That being said, monitoring and reporting performance at the targeted level is critical in assessing class/program viability as a bias for properly allocating resources to the most financially and socially productive activities.

Administration

Administration services include film permit, returned check processing, document certification, and business license processing.

The Business License service in most cities provides two different functions. The first is the collection of the city's business tax, in which the tax rates are embedded within the municipal code. The business tax should pay for the city's business tax collection and enforcement costs. The second function of the Business license is to record, permit and enforce business codes within the City. This function is more time-consuming and may require coordination with several departments. The various business license fees below are to provide business licensing services.

TABLE 4 – ADMINISTRATION

REF # (1)	SERVICE (2)	TOTAL FEE REVENUE (3)	TOTAL SERVICE COST (4)	TOTAL PROFIT/ (SUBSIDY) (5)	PCT. RECOVERY FROM FEES ACTUAL (6)	PCT. RECOVERY FROM FEES SUGGEST (7)	**POSSIBLE NEW REVENUE (8)**	
S-106	FILM PERMIT	$0	$4,222	($4,222)	0.0%	100%	**$4,200**	
S-107	NEW BUSINESS LICENSE PROCESSING	$14,790	$29,517	($14,727)	50.1%	100%	**$14,700**	
S-108	ANNUAL BUSINESS LICENSE PROCESSING	$74,400	$79,583	($5,183)	93.5%	100%	**$5,200**	
S-109	CONTRACTOR REGISTRATION	$30	$32	($2)	93.8%	100%	**$0**	
S-110	BUSINESS LICENSE CHANGE	$30	$32	($2)	93.8%	100%	**$0**	
S-111	BUSINESS LICENSE DUPLICATE	$30	$10	$20	300.0%	100%	**$0**	
S-112	BUSINESS LICENSE LISTING	N/A	N/A	N/A	N/A	100%	**$0**	(d)
S-113	NSF CHECK PROCESSING	$275	$1,119	($844)	24.6%	100%	**$800**	
S-114	DOCUMENT REPRODUCTION	$0	$2	($2)	0.0%	0%	**$0**	(c)
S-115	DOCUMENT CERTIFICATION	$40	$184	($144)	21.7%	100%	**$100**	
S-116	ELECTRONIC FILE COPY	$5	$7	($2)	71.4%	100%	**$0**	(c)
S-117	CIVIL SUBPOENA	N/A	N/A	N/A	N/A	100%	**$0**	(c)
S-118	BINGO PERMIT	$200	$2,582	($2,382)	7.8%	10%	**$0**	(c)
S-119	INITIATIVE PETITION	$200	$1,085	($885)	18.4%	20%	**$0**	(c)
	SUBTOTAL - ADMINISTRATION	**$90,000**	**$118,375**	**($28,375)**	**76.0%**		**$25,000**	

NOTES:
(a) Insufficient data to determine financial impact
(b) Deposit based service/fee
(c) Fee restricted by Law
(d) Delete fee from fee schedule

Administration services provided to individuals and businesses account for $118,375 in total service costs, and the City is able to recover 76.0% from the current fees. RCS' suggested fees could recover an additional $25,000 annually for the City.

Summary of Personal Choice Services

The purpose of this Chapter is to present the services which RCS has initially labeled as Personal Choice and to suggest the magnitude of possible cost recovery. The following Table summarizes the recommendations and suggestions made in this Chapter.

TABLE 5 – SUMMARY

SERVICE	TOTAL FEE REVENUE	TOTAL SERVICE COST	TOTAL PROFIT/ (SUBSIDY)	PCT. RECOVERY FROM FEES		POSSIBLE NEW REVENUE
				ACTUAL	SUGGEST	
[S-001 to S-050] DEVELOPMENT SERVICES	$4,501,267	$6,451,616	($1,950,349)	69.8%	VAR.	**$1,760,800**
[S-051 to S-097] PUBLIC SAFETY	$91,011	$858,528	($767,517)	10.6%	VAR.	**$32,700**
[S-098 to S-105] RECREATION & COMMUNITY SVCS	$2,178,000	$8,451,333	($6,273,333)	25.8%	VAR.	**$0**
[S-106 to S-119] ADMINISTRATION	$90,000	$118,375	($28,375)	76.0%	VAR.	**$25,000**
ALL FEE SERVICES	$6,860,278	$15,879,852	($9,019,574)	43.2%		**$1,818,500**

If all the recommendations made in this Chapter and suggested fees in Appendix A are adopted, the City would raise $1,818,500 on an annual basis.

The above table shows that the City is subsidizing $9,019,574 of Personal Choice Services with City tax dollars. Should the City Council feel that tax dollars are insufficient, or use for different purposes, this chapter has shown that there are opportunities to either increase the user fees or lower the cost of Personal Choice Services.

A Master Fee Resolution

RCS recommends that the City adopt a Master Fee Resolution which the Finance Department updates and the City Council adopts annually. RCS will work with Finance to help implement this Resolution.

Policy Regarding "New" Services

RCS also recommends that the City Council adopt a policy of not starting any new service without a cost analysis, using the costing approach utilized in this Report, so as to determine ways in which the service could be fee-financed, if at all possible. This approach could be used when considering new parks or public buildings, improved police protection, or any other desired function or service.

CHAPTER IV – CONCLUSION

RCS has subjected the City's operations to a detailed analysis seeking alternate and more equitable ways to finance its services. This report presents the analytical advantages which are available to the City through the institution of a comprehensive system designed by RCS to implement Article XIIIB of the California Constitution.

Elimination of Subsidies

This Report highlights and recommends that most tax subsidies be eliminated as being unintentional. Service users thus can vote with their dollars and not use a service for which they are unwilling or unable to pay. Hidden subsidies, which have existed for many of the City's supposedly self-financed and self-supporting services, can now be re-evaluated.

Result of Acceptance of Fee Suggestions

If RCS' suggested fee recommendations are adopted, then a significant amount of added revenues will be available to the City, which would provide taxpayer equity. Most of these new revenues will be from fee increases to replace tax monies used to make up the difference between fees collected and costs incurred in providing the services, which will then be available for those services which can only be funded from taxes.

These tax "diversions" are the now-documented tax subsidies to potentially self-supporting City services. Thus, additional monies could be made available for police services, infrastructure maintenance, and other City services which are not generally conducive to service charges, thereby achieving much closer equity between benefits and associated payments.

Policy Guidance. More importantly, the Council would be able to make its decisions based on business principles as much as is possible.

Understanding of Equitable Charging for Government. The City Council now has to assist its constituents to understand that under the California Constitution the intent is that:

- Taxes finance services for which there is no alternative way to finance them.
- Service charges should be utilized to finance those things for which benefits can be determined.
- Beneficiaries of such services be charged in direct relationship to the benefits derived.

Final Thoughts

The City has appropriately responded to the mandate and spirit of Proposition 4. It is utilizing the passage of Propositions 4, 13 and 218 and the attention given to them as an opportunity to review its financial structure and philosophy, and to institute a businesslike cost control system, tailored to the City's needs, to supplement its governmental accounting and budgeting systems.

The cooperation, excellent support and data provided in accomplishment of the work reported herein speaks well of the way in which a City organization can adapt to the so-called "new realities" of California governmental finance.

APPENDIX A – SUMMARY OF CURRENT AND PROPOSED FEES

CITY OF NEWARK
FEE COMPARISON REPORT
FY 2022/23

REF #: S-001 **TITLE: MINOR USE PERMIT - SGL FAMILY HOUSE**

CURRENT FEE	RECOMMENDED FEE
$100 per application Fence Height Review - $250 per application	$1,895 per application

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REF #: S-002 **TITLE: MINOR USE PERMIT - SFR SUBDIV/MFR**

CURRENT FEE	RECOMMENDED FEE
$100 per application	$3,920 per application

REF #: S-003 **TITLE: MINOR USE PERMIT - COMM/INDUST**

CURRENT FEE	RECOMMENDED FEE
$100 per application	$3,920 per application

REF #: S-004 **TITLE: MINOR USE PERMIT - TEMPORARY**

CURRENT FEE	RECOMMENDED FEE
$100 per application	$2,875 per application

REF #: S-005 **TITLE: MINOR USE PERMIT - PC MEETING**

CURRENT FEE	RECOMMENDED FEE
None	$4,180 per application

REF #: S-006 **TITLE: CONDITIONAL USE PERMIT**

CURRENT FEE	RECOMMENDED FEE
Commercial/Industrial - $1,600 per application Residential - $2,600 per application	$10,240 per application

November 27, 2023

CITY OF NEWARK
FEE COMPARISON REPORT
FY 2022/23

REF #: S-007 **TITLE: PLANNED UNIT DEVELOPMENT**

CURRENT FEE	RECOMMENDED FEE
Commercial/Industrial - $2,200 per application Residential - $3,200 per application	Initial deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-008 **TITLE: AMEND TO APPRVD CUP/PD - DIR APPRVL**

CURRENT FEE	RECOMMENDED FEE
Sign Only - $425 per application Commercial/Industrial - $1,000 per application Residential - $1,500 per application	$4,700 per application

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REF #: S-009 **TITLE: AMEND TO APPROVED CUP - PC APPROVAL**

CURRENT FEE	RECOMMENDED FEE
Commercial/Industrial - $1,000 per application Residential - $1,500 per application	$10,250 per application

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REF #: S-010 **TITLE: AMEND TO APPROVED PUD - CC APPROVAL**

CURRENT FEE	RECOMMENDED FEE
Commercial/Industrial - $1,000 per application Residential - $1,500 per application	$13,500 per application

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REF #: S-011 **TITLE: DESIGN REV - SGL FAM HOUSE (1 UNIT)**

CURRENT FEE	RECOMMENDED FEE
$100 per application	$2,560 per application

REF #: S-012 **TITLE: DESIGN REVIEW - OTHER**

CURRENT FEE	RECOMMENDED FEE
Commercial/Industrial - $950 per application Residential - $1,500 per application	$4,655 per application

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REF #: S-013 TITLE: PRELIMINARY PLAN REVIEW

CURRENT FEE	RECOMMENDED FEE
Commercial/Industrial: First & Second Reviews - No Charge Third & Subsequent Reviews - $500 per review Residential: First & Second Reviews - $800 per review Third & Subsequent Reviews - $900 per review	50% Cost Recovery: $2,230 per review

REF #: S-014 TITLE: CEQA CATEGORICAL EXEMPT. CLASS 1-31

CURRENT FEE	RECOMMENDED FEE
Commercial/Industrial - $250 per application Residential - $400 per application	$810 per application plus filing fees

REF #: S-015 TITLE: CEQA ENVIRON REV CLASS 32/NON-EXMPT

CURRENT FEE	RECOMMENDED FEE
Environmental Determination: Commercial/Industrial - $1,100 Residential - $1,800 EIR Preparation: Staff - Cost plus 100% Consultant - Cost plus 25%	Actual contract cost plus 25%

REF #: S-016 TITLE: ZONING MAP CHANGE

CURRENT FEE	RECOMMENDED FEE
$4,300 deposit with Actual Costs plus 100%	$10,000 initial deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-017 TITLE: ZONING TEXT AMENDMENT

CURRENT FEE	RECOMMENDED FEE
$4,300 deposit with Actual Costs plus 100%	$10,000 initial deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

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REF #: S-018 TITLE: GENERAL PLAN AMENDMENT

CURRENT FEE

$4,300 deposit with Actual Costs plus 100%

RECOMMENDED FEE

$10,000 initial deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-019 TITLE: SPECIFIC PLAN - NEW

CURRENT FEE

$4,300 deposit with Actual Costs plus 100%

RECOMMENDED FEE

$10,000 initial deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside contract costs

REF #: S-020 TITLE: SPECIFIC PLAN AMENDMENT

CURRENT FEE

$4,300 deposit with Actual Costs plus 100%

RECOMMENDED FEE

$10,000 initial deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

REF #: S-021 TITLE: AGRICULTURAL PRESERVE APPLICATION

CURRENT FEE

$4,000 deposit with Actual Costs plus 100%

RECOMMENDED FEE

$10,000 initial deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside contract costs

REF #: S-022 TITLE: TENTATIVE PARCEL MAP

CURRENT FEE

Commercial/Industrial - $2,000 per application plus $30 per lot
Residential - $2,000 per application plus $60 per lot

RECOMMENDED FEE

$7,245 per application

REF #: S-023 TITLE: TENTATIVE TRACT MAP

CURRENT FEE

$3,500 per application plus $75 per lot or unit

RECOMMENDED FEE

$9,345 per application plus $75 per lot or unit after the first four (4) lots or units

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REF #: S-024 **TITLE: TENTATIVE MAP EXTENSION**

CURRENT FEE	RECOMMENDED FEE
$1,100 per application	$4,340 per application

REF #: S-025 **TITLE: RECORD MAP CHECK**

CURRENT FEE	RECOMMENDED FEE
Commercial/Industrial - $2,000 per map plus $30 per lot Residential - $2,000 per map plus $60 per lot	$8,880 per map plus $75 per lot or unit after the first four (4) lots or units

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REF #: S-026 **TITLE: LOT LINE ADJUST/LOT MERGER**

CURRENT FEE	RECOMMENDED FEE
$2,350 per application	$4,700 per application

REF #: S-027 **TITLE: PARCEL MAP WAIVER**

CURRENT FEE	RECOMMENDED FEE
$1,100 per application	$2,295 per application

REF #: S-028 **TITLE: CERTIFICATE OF CORRECTION**

CURRENT FEE	RECOMMENDED FEE
$500 per application	$4,340 per application

REF #: S-029 **TITLE: CERTIFICATE OF COMPLIANCE**

CURRENT FEE	RECOMMENDED FEE
$100 per application	$4,340 per application

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REF #: S-030 **TITLE: TIME EXTENSION**

CURRENT FEE	RECOMMENDED FEE
Commercial/Industrial - $500 per application Residential - $800 per application	$1,395 per application

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REF #: S-031 **TITLE: WAIVER**

CURRENT FEE	RECOMMENDED FEE
Waiver - $100 per application Administrative Variance - $250 per application	$2,310 per application

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REF #: S-032 **TITLE: VARIANCE**

CURRENT FEE	RECOMMENDED FEE
Owner-Occupied Single Family House - $350 per application Other: Commercial/Industrial - $900 per application Residential - $1,400 per application	Single Family House - $4,795 per application Other - $7,555 per application

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REF #: S-033 **TITLE: MASTER SIGN PROGRAM**

CURRENT FEE	RECOMMENDED FEE
None	$2,895 per application

REF #: S-034 **TITLE: SIGN PERMIT**

CURRENT FEE	RECOMMENDED FEE
Private Property - $25 per application Public Property - $150 per application	$555 per application

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REF #: S-035 **TITLE: TEMPORARY SIGN PERMIT**

CURRENT FEE	RECOMMENDED FEE
None	$140 per application

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REF #: S-036 **TITLE: HOME OCCUPATION PERMIT**

CURRENT FEE

$63 per application

Inspection - $40
Annual Renewal - $45
Reinspection - Labor costs plus 100%

RECOMMENDED FEE

$275 per application

REF #: S-037 **TITLE: ZONING ADMINISTRATOR HEARING**

CURRENT FEE

$100 per hearing

RECOMMENDED FEE

This fee should be removed from the fee schedule as the service is no longer provided.

REF #: S-038 **TITLE: PROPERTY ZONE VERIFICATION LETTER**

CURRENT FEE

$100 per letter

RECOMMENDED FEE

$875 per letter

REF #: S-039 **TITLE: PROPERTY HISTORY RESEARCH**

CURRENT FEE

None

RECOMMENDED FEE

$1,425 per property

REF #: S-040 **TITLE: APPEAL TO THE PLANNING COMMISSION**

CURRENT FEE

$100 per appeal

RECOMMENDED FEE

$6,115 per appeal

REF #: S-041 **TITLE: APPEAL TO THE CITY COUNCIL**

CURRENT FEE

$100 per appeal

RECOMMENDED FEE

$7,500 per appeal

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REF #: S-042 TITLE: REMOVE HISTORICAL RESOURCE DESIG.

CURRENT FEE

$80 per application

RECOMMENDED FEE

This fee should be removed from the fee schedule as the service is no longer provided.

REF #: S-043 TITLE: COMM. CARE FACILITY ADMIN. REVIEW

CURRENT FEE

$400 per application

RECOMMENDED FEE

This fee should be removed from the fee schedule as the service is no longer provided.

REF #: S-044 TITLE: ZONING CERTIFICATION

CURRENT FEE

$50 per application

RECOMMENDED FEE

This fee should be removed from the fee schedule as the service is no longer provided.

REF #: S-045 TITLE: CODE ENFORCE INITIATED PLANNING APP

CURRENT FEE

Charge double the Planning application fees

RECOMMENDED FEE

Charge double the Planning application fees to a maximum of $20,000

REF #: S-046 TITLE: BUILDING PLAN CHECK/INSPECTION

CURRENT FEE

Various fees based on construction

See Appendix C for fee detail

RECOMMENDED FEE

See Appendix C for fee detail

Planning/Engineering Plan Check Surcharge - 50% of the Building Plan Check fee

REF #: S-047 TITLE: DEVELOPMENT ENGINEERING

CURRENT FEE

See Appendix D for fee detail

RECOMMENDED FEE

See Appendix D for fee detail

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REF #: S-048 TITLE: FIRE PREVENTION SERVICES

CURRENT FEE

See Appendix E for fee detail

RECOMMENDED FEE

See Appendix E for fee detail

REF #: S-049 TITLE: COMMUNITY DEVELOPMENT MAINTENANCE

CURRENT FEE

0.5% of construction valuation of Building Permits

RECOMMENDED FEE

0.5% of construction valuation of Building Permits

Residential Remodel - Maximum fee equal to 25% of Building Permit fee.

REF #: S-050 TITLE: TECHNOLOGY/DOCUMENT RETENTION

CURRENT FEE

Document Automation - 10% of permit fees ($20 minimum and $2,000 maximum)

Document Retention for approved final plans:

First seven sheets - $5 per sheet
Each additional sheet - $2 per sheet

RECOMMENDED FEE

10% of Building Permit fees ($5 minimum and $10,000 maximum)

REF #: S-051 TITLE: NUISANCE ABATEMENT

CURRENT FEE

Labor and material costs plus 100%

RECOMMENDED FEE

Actual contract costs plus 100%

REF #: S-052 TITLE: HEARING BEFORE NUISANCE ABATEMENT

CURRENT FEE

$450 per hearing

RECOMMENDED FEE

$1,145 per hearing

REF #: S-053 TITLE: LIEN SET-UP/RELEASE

CURRENT FEE

None

RECOMMENDED FEE

$335 per lien plus County filing fees

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REF #: S-054 TITLE: TERMINATION OF NOTICE OF VIOLATION

CURRENT FEE

$100 per notice

RECOMMENDED FEE

This fee should be removed from the fee schedule as the service is no longer provided.

REF #: S-055 TITLE: FIREARMS DEALER PERMIT

CURRENT FEE

New - $1,200
Annual Renewal - $100

RECOMMENDED FEE

New - $775
Renewal - $215

REF #: S-056 TITLE: BILLIARD PARLOR ANNUAL PERMIT

CURRENT FEE

$200 per permit

RECOMMENDED FEE

$775 per permit

REF #: S-057 TITLE: SECONDHAND DEALER PERMIT

CURRENT FEE

$195 per permit per year

RECOMMENDED FEE

$775 per permit per year

REF #: S-058 TITLE: TOW COMPANY/DRIVER PERMIT

CURRENT FEE

None

RECOMMENDED FEE

$300 per permit

REF #: S-059 TITLE: MASSAGE ESTABLISHMENT PERMIT

CURRENT FEE

New - $500
Annual Renewal - $250

RECOMMENDED FEE

New - $435
Annual Renewal - $215

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REF #: S-060 **TITLE: MASSAGE THERAPIST PERMIT**

CURRENT FEE

New - $350
Annual Renewal - $250

RECOMMENDED FEE

New - $435
Annual Renewal - $215

REF #: S-061 **TITLE: ON-GOING DANCE PERMIT**

CURRENT FEE

$250 per permit

RECOMMENDED FEE

$210 per permit

REF #: S-062 **TITLE: SINGLE-USE DANCE PERMIT**

CURRENT FEE

$100 per permit

RECOMMENDED FEE

$370 per permit

REF #: S-063 **TITLE: TAXICAB COMPANY/DRIVER PERMIT**

CURRENT FEE

$250 per permit

RECOMMENDED FEE

This fee should be removed from the fee schedule as the service is no longer provided.

REF #: S-064 **TITLE: POLICE BUSINESS BACKGROUND REVIEW**

CURRENT FEE

None

RECOMMENDED FEE

$435 per permit

REF #: S-065 **TITLE: SPECIAL EVENT PERMIT**

CURRENT FEE

$100 per permit

RECOMMENDED FEE

50-499 persons - $200
500+ persons - $550

Plus $565 if the event is in the Public Right-of-Way.

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REF #: S-066 TITLE: EXPLOSIVES PERMIT

CURRENT FEE

$78 per permit

RECOMMENDED FEE

This fee should be removed from the fee schedule as the service is no longer provided.

REF #: S-067 TITLE: CONCEALED WEAPON PERMIT

CURRENT FEE

New - $1,200
Renewal - $100

This service is currently performed by the Sheriff.

RECOMMENDED FEE

Charge the current Sheriff fee

REF #: S-068 TITLE: ALCOHOLIC BEV CONTROL CLEARANCE

CURRENT FEE

$200 per clearance

RECOMMENDED FEE

$540 per clearance

REF #: S-069 TITLE: REPOSSESSED VEHICLE PROCESSING

CURRENT FEE

$15 per vehicle

RECOMMENDED FEE

This fee is limited by State law.

$15 per vehicle

REF #: S-070 TITLE: CITATION SIGN OFF

CURRENT FEE

$15 per citation (issued by another agency)

RECOMMENDED FEE

$15 per citation (issued by another agency and a non-resident or does not work in Newark)

REF #: S-071 TITLE: CLEARANCE LETTER

CURRENT FEE

$50 per letter

RECOMMENDED FEE

$95 per letter

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REF #: S-072 TITLE: ALARM PERMIT

CURRENT FEE

Permit Application - $50
Alarm File Update - $21
Biennial Renewal - $10

RECOMMENDED FEE

Charge the current third party vendor costs

REF #: S-073 TITLE: POLICE FALSE ALARM RESPONSE

CURRENT FEE

Two false alarms per year at no charge if there is an alarm permit. Charged for first alarm if there is no alarm permit.

First Alarm - $55
Second Alarm - $105
Third Alarm - $210

Penalty Assessment for each excessive false alarm charge not paid within thirty (30) days of billing date - 18% compounded annually

RECOMMENDED FEE

Two false alarms per year at no charge if there is an alarm permit. Charged for first alarm if there is no alarm permit.

First Alarm - $100
Second Alarm - $200
Third Alarm - $300

Penalty Assessment for each excessive false alarm charge not paid within thirty (30) days of billing date - 18% compounded annually

REF #: S-074 TITLE: DRIVING UNDER THE INFLUENCE ARREST

CURRENT FEE

$448 per arrest plus lab fees

RECOMMENDED FEE

$860 per arrest plus lab fees

REF #: S-075 TITLE: IMPOUNDED VEHICLE RELEASE

CURRENT FEE

$200 per vehicle

RECOMMENDED FEE

$240 per vehicle

REF #: S-076 TITLE: VEHICLE LIEN SALE

CURRENT FEE

$200 per vehicle plus parking penalties

RECOMMENDED FEE

This fee should be removed from the fee schedule as the service is no longer provided.

REF #: S-077 TITLE: ABANDONED VEHICLE ABATEMENT

CURRENT FEE

First Vehicle - $325
Each Additional Vehicle - $200

RECOMMENDED FEE

Charge the fully allocated hourly rates of all personnel involved plus any outside costs.

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REF #: S-078 **TITLE: FALSELY REPORTING AN EMERGENCY**

CURRENT FEE	RECOMMENDED FEE
$113 per hour per officer	Charge the fully allocated hourly rates of all personnel involved plus any outside costs.

REF #: S-079 **TITLE: HIT & RUN ACCIDENT RESPONSE**

CURRENT FEE	RECOMMENDED FEE
$113 per hour per officer	Charge the fully allocated hourly rates of all personnel involved plus any outside costs.

REF #: S-080 **TITLE: EXTRAORDINARY/MULTIPLE POLICE RESP.**

CURRENT FEE	RECOMMENDED FEE
$113 per hour per officer	Charge the fully allocated hourly rates of all personnel involved plus any outside costs.

REF #: S-081 **TITLE: DUI ACCIDENT RESPONSE**

CURRENT FEE	RECOMMENDED FEE
Actual Costs	Charge the fully allocated hourly rates of all responding personnel and outside/lab costs up to a maximum of $12,000.

REF #: S-082 **TITLE: FIREARM STORAGE**

CURRENT FEE	RECOMMENDED FEE
$50 per firearm	First Weapon - $100 Each Additional Weapon - $50

REF #: S-083 **TITLE: SUSPECT PROPERTY STORAGE**

CURRENT FEE	RECOMMENDED FEE
$10 per month	This fee should be removed from the fee schedule as the service is no longer provided.

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REF #: S-084 TITLE: EVIDENCE PROCESSING

CURRENT FEE

Actual personnel salary, benefits, and overhead pro-rated per 15 minute increments (one hour minimum)

RECOMMENDED FEE

This fee should be removed from the fee schedule as the service is no longer provided.

REF #: S-085 TITLE: LIVE SCAN FINGERPRINTING

CURRENT FEE

Public Agency - $25 per scan
Private Entity or Individual - $50 per scan

plus various fees for required clearances or certifications

Not currently provided to the public

RECOMMENDED FEE

$50 per scan plus any State fees

REF #: S-086 TITLE: POLICE REPORT COPY

CURRENT FEE

Accident or Police Report - $10 per case number
Computer-generated Statistical Report - $20 per report

RECOMMENDED FEE

Fees are limited by the Public Records Act

First 10 pages - no charge
Each page after 10 pages - $0.20 per copy

REF #: S-087 TITLE: POLICE ELECTRONIC FILE COPY

CURRENT FEE

Accident Photos on CD - $20
Photographs - Labor cost plus 100% plus processing fee

RECOMMENDED FEE

$20 per device

REF #: S-088 TITLE: MASTER LOGGING RECORDER COPY

CURRENT FEE

Actual personnel salary, benefits, and overhead pro-rated per 15 minute increments (one hour minimum)

RECOMMENDED FEE

This fee should be removed from the fee schedule as the service is no longer provided.

REF #: S-089 TITLE: DUBBING VOICE MEDIA COPY

CURRENT FEE

$60 per hour (one hour minimum)

RECOMMENDED FEE

This fee should be removed from the fee schedule as the service is no longer provided.

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REF #: S-090 TITLE: ALAMEDA COUNTY BOOKING RECOVERY

CURRENT FEE

County Rate plus 15% admin fee

RECOMMENDED FEE

This fee should be removed from the fee schedule.

REF #: S-091 TITLE: FREMONT POLICE DEPARTMENT SERVICES

CURRENT FEE

Fremont Police rate plus 15% admin fee

RECOMMENDED FEE

This fee should be removed from the fee schedule.

REF #: S-092 TITLE: EXOTIC ANIMAL/ANIMAL FANCIER PERMIT

CURRENT FEE

Initial Permit - $122 (resident 60 and over - $30)
Annual Renewal - $122 (resident 60 and over - $30)
Delinquency Penalty - $60
Temporary Animal Fancier Permit - $30

RECOMMENDED FEE

Initial Permit - $150 (resident 60 and over - $40)
Annual Renewal - $100 (resident 60 and over - $20)
Delinquency Penalty - $100

REF #: S-093 TITLE: ANIMAL CONTROL REINSPECTION

CURRENT FEE

$60 per reinspection

RECOMMENDED FEE

$210 per reinspection or actual costs for all responding personnel plus any outside costs, as determined by staff.

REF #: S-094 TITLE: STRAY ANIMAL IMPOUND

CURRENT FEE

First Impound - $35
Second Impound within six months - $70
Third and Subsequent Impounds within six months - $140

Livestock or non-specified animal - $50 minimum

RECOMMENDED FEE

First Impound - $50
Second Impound within six months - $100
Third and Subsequent Impounds within six months - $200

Non-specified animal - Actual Costs

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REF #: S-095 TITLE: DEAD ANIMAL PICK-UP ON REQUEST

CURRENT FEE

Licensed Dog:
Less than 80 pounds - $76
80 pounds and above - $91
Unlicensed Dog:
Less than 80 pounds - $91
80 pounds and above - $103
Other animals - $45 minimum
Resident age 60 or more - $17.50

RECOMMENDED FEE

Licensed Dog:
Less than 80 pounds - $100
80 pounds and above - $120
Unlicensed Dog:
Less than 80 pounds - $120
80 pounds and above - $135
Other animals - $60 minimum
Resident age 60 or more - $25

REF #: S-096 TITLE: HOME QUARANTINE INSPECTION

CURRENT FEE

Unlicensed Dog - $132
Licensed Dog - $120
Other Animal - $50

RECOMMENDED FEE

Unlicensed Dog - $315
Licensed Dog - $285
Other Animal - $120

REF #: S-097 TITLE: ANIMAL CONTROL SERVICES

CURRENT FEE

Various license and shelter fees

RECOMMENDED FEE

No changes are recommended to these fees

REF #: S-098 TITLE: GENERAL RECREATION SERVICES

CURRENT FEE

Various Fees

RECOMMENDED FEE

See Appendix F for more detail

REF #: S-099 TITLE: YOUTH/ADULT SPORTS/FITNESS

CURRENT FEE

Various Fees

RECOMMENDED FEE

See Appendix F for more detail

REF #: S-100 TITLE: AQUATICS PROGRAMS

CURRENT FEE

Various Fees

RECOMMENDED FEE

See Appendix F for more detail

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REF #: S-101 **TITLE: CHILDCARE SERVICES**

CURRENT FEE	RECOMMENDED FEE
Various Fees	See Appendix F for more detail

REF #: S-102 **TITLE: SENIOR SERVICES**

CURRENT FEE	RECOMMENDED FEE
Various Fees	See Appendix F for more detail

REF #: S-103 **TITLE: FACILITY RENTAL**

CURRENT FEE	RECOMMENDED FEE
Various Fees	See Appendix F for more detail

REF #: S-104 **TITLE: BALLFIELD MAINTENANCE/RENTAL**

CURRENT FEE	RECOMMENDED FEE
Various Fees	See Appendix F for more detail

REF #: S-105 **TITLE: PARATRANSIT SERVICES**

CURRENT FEE	RECOMMENDED FEE
None	See Appendix F for more detail

REF #: S-106 **TITLE: FILM PERMIT**

CURRENT FEE	RECOMMENDED FEE
None	$845 per permit

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REF #: S-107 TITLE: NEW BUSINESS LICENSE PROCESSING

CURRENT FEE

$30 per application

RECOMMENDED FEE

In-City Business - $125 per application
Out-of-City Business - $32 per application

REF #: S-108 TITLE: ANNUAL BUSINESS LICENSE PROCESSING

CURRENT FEE

$30 per renewal

RECOMMENDED FEE

$32 per renewal

REF #: S-109 TITLE: CONTRACTOR REGISTRATION

CURRENT FEE

Annual - $30 per registration
Quarterly - $10 per registration (not to exceed $30)

RECOMMENDED FEE

Annual - $32 per registration
Quarterly - $10 per registration (not to exceed $30)

REF #: S-110 TITLE: BUSINESS LICENSE CHANGE

CURRENT FEE

$30 per license

RECOMMENDED FEE

$32 per license

REF #: S-111 TITLE: BUSINESS LICENSE DUPLICATE

CURRENT FEE

$30 per duplicate

RECOMMENDED FEE

$10 per duplicate

REF #: S-112 TITLE: BUSINESS LICENSE LISTING

CURRENT FEE

$0.10 per page

RECOMMENDED FEE

This fee should be removed from the fee schedule as the service is no longer provided.

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REF #: S-113 TITLE: NSF CHECK PROCESSING

CURRENT FEE

First occurrence - $25
Subsequent occurrences - $35

RECOMMENDED FEE

$100 per NSF Check

Government Code section 6157 allows for full cost recovery for public agencies.

REF #: S-114 TITLE: DOCUMENT REPRODUCTION

CURRENT FEE

Letter or Legal:
Black & White - $0.10 per page
Color - $0.25 per page
11x17:
Black & White - $0.25 per page
Color - $0.50 per page

FPPC Documents - $0.10 per page (limited by state law)

RECOMMENDED FEE

First 10 pages - No Charge
Each subsequent page after 10 pages:
Letter or Legal:
Black & White - $0.20 per page
Color - $0.50 per page
11x17:
Black & White - $0.35 per page
Color - $0.60 per page

FPPC Documents - $0.10 per page (limited by state law)

REF #: S-115 TITLE: DOCUMENT CERTIFICATION

CURRENT FEE

$8 per document

RECOMMENDED FEE

$35 per document

REF #: S-116 TITLE: ELECTRONIC FILE COPY

CURRENT FEE

$5 per disk

RECOMMENDED FEE

$10 per device

REF #: S-117 TITLE: CIVIL SUBPOENA

CURRENT FEE

Fees are set by the Courts:

Employee Deposition/Witness - $275 Deposit with Actual Costs
Records - $15

RECOMMENDED FEE

Fees are set by the Courts:

Employee Deposition/Witness - $275 Deposit with Actual Costs
Records - $15

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REF #: S-118 **TITLE: BINGO PERMIT**

CURRENT FEE

$50 per permit (fee is limited by State law)

RECOMMENDED FEE

$50 per permit (fee is limited by State law)

REF #: S-119 **TITLE: INITIATIVE PETITION**

CURRENT FEE

$200 per petition

RECOMMENDED FEE

Fee is limited by State law (Elections Code Section 9202(a)):

$200 per initiative, refunded if within one year of filing the notice of intent, the elections official certifies the sufficiency of the petition.

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APPENDIX B – SERVICE COST CALCULATION WORKSHEETS

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
MINOR USE PERMIT - SGL FAMILY HOUSE	**S-001**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a minor use permit for a single family home for compliance with City codes and standards.

CURRENT FEE STRUCTURE

$100 per application

Fence Height Review - $250 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$100.00**	**TOTAL REVENUE:**	**$400**
UNIT COST:	**$1,894.75**	**TOTAL COST:**	**$7,579**
UNIT PROFIT (SUBSIDY):	**$(1,794.75)**	**TOTAL PROFIT (SUBSIDY):**	**$(7,179)**
TOTAL UNITS:	**4**	**PCT. COST RECOVERY:**	**5.28%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$1,895 per application

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CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
MINOR USE PERMIT - SGL FAMILY HOUSE	**S-001**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**4**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
RECORDS & COMM.	PD LIEUTENANT		0.50	$217.22	4	$869
FIRE		1 Hour	0.00	$192.00	4	$768
PLANNING	ASSOC/SENIOR PLANNER		3.50	$968.45	4	$3,874
PLANNING	ADMIN SUPPORT SPEC I/II		0.50	$86.12	4	$344
PLANNING	COM DEV DIRECTOR		0.25	$116.82	4	$467
PLANNING	DEPUTY COM DEV DIRECTOR		0.50	$163.58	4	$654
ENG DESIGN & CONST.	JUNIOR ENGINEER-CIVIL		0.50	$87.05	4	$348
ENG DESIGN & CONST.	SR CIVIL ENGINEER		0.25	$63.52	4	$254
		TYPE SUBTOTAL	**6.00**	**$1,894.76**		**$7,579**
		TOTALS	**6.00**	**$1,894.75**		**$7,579**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
MINOR USE PERMIT - SFR SUBDIV/MFR	**S-002**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a minor use permit for a single family subdivision and multi-family housing for compliance with City codes and standards.

CURRENT FEE STRUCTURE

$100 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$100.00**	**TOTAL REVENUE:**	**$100**
UNIT COST:	**$3,920.00**	**TOTAL COST:**	**$3,920**
UNIT PROFIT (SUBSIDY):	**$(3,820.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(3,820)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**2.55%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$3,920 per application

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
MINOR USE PERMIT - SFR SUBDIV/MFR	**S-002**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
RECORDS & COMM.	PD LIEUTENANT		0.50	$217.22	1	$217
FIRE		1 Hour	0.00	$192.00	1	$192
PLANNING	ASSOC/SENIOR PLANNER		8.50	$2,351.95	1	$2,352
PLANNING	ADMIN SUPPORT SPEC I/II		0.50	$86.12	1	$86
PLANNING	COM DEV DIRECTOR		0.25	$116.82	1	$117
PLANNING	DEPUTY COM DEV DIRECTOR		2.00	$654.30	1	$654
ENG DESIGN & CONST.	JUNIOR ENGINEER-CIVIL		1.00	$174.09	1	$174
ENG DESIGN & CONST.	SR CIVIL ENGINEER		0.50	$127.04	1	$127
		TYPE SUBTOTAL	**13.25**	**$3,919.54**		**$3,920**
		TOTALS	**13.25**	**$3,920.00**		**$3,920**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
MINOR USE PERMIT - COMM/INDUST	**S-003**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a minor use permit for a commercial or industrial use for compliance with City codes and standards.

CURRENT FEE STRUCTURE

$100 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$100.00**	**TOTAL REVENUE:**	**$1,400**
UNIT COST:	**$3,919.57**	**TOTAL COST:**	**$54,874**
UNIT PROFIT (SUBSIDY):	**$(3,819.57)**	**TOTAL PROFIT (SUBSIDY):**	**$(53,474)**
TOTAL UNITS:	**14**	**PCT. COST RECOVERY:**	**2.55%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$3,920 per application

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
MINOR USE PERMIT - COMM/INDUST	**S-003**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**14**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
RECORDS & COMM.	PD LIEUTENANT		0.50	$217.22	14	$3,041
FIRE		1 Hour	0.00	$192.00	14	$2,688
PLANNING	ASSOC/SENIOR PLANNER		8.50	$2,351.95	14	$32,927
PLANNING	ADMIN SUPPORT SPEC I/II		0.50	$86.12	14	$1,206
PLANNING	COM DEV DIRECTOR		0.25	$116.82	14	$1,635
PLANNING	DEPUTY COM DEV DIRECTOR		2.00	$654.30	14	$9,160
ENG DESIGN & CONST.	JUNIOR ENGINEER-CIVIL		1.00	$174.09	14	$2,437
ENG DESIGN & CONST.	SR CIVIL ENGINEER		0.50	$127.04	14	$1,779
		TYPE SUBTOTAL	**13.25**	**$3,919.54**		**$54,874**
		TOTALS	**13.25**	**$3,919.57**		**$54,874**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
MINOR USE PERMIT - TEMPORARY	**S-004**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a minor use permit for a temporary use for compliance with City codes and standards.

CURRENT FEE STRUCTURE

$100 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$100.00**	**TOTAL REVENUE:**	**$600**
UNIT COST:	**$2,875.50**	**TOTAL COST:**	**$17,253**
UNIT PROFIT (SUBSIDY):	**$(2,775.50)**	**TOTAL PROFIT (SUBSIDY):**	**$(16,653)**
TOTAL UNITS:	**6**	**PCT. COST RECOVERY:**	**3.48%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$2,875 per application

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
MINOR USE PERMIT - TEMPORARY	**S-004**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**6**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
RECORDS & COMM.	PD LIEUTENANT		0.50	$217.22	6	$1,303
FIRE		1 Hour	0.00	$192.00	6	$1,152
PLANNING	ASSOC/SENIOR PLANNER		6.50	$1,798.55	6	$10,791
PLANNING	ADMIN SUPPORT SPEC I/II		0.50	$86.12	6	$517
PLANNING	COM DEV DIRECTOR		0.25	$116.82	6	$701
PLANNING	DEPUTY COM DEV DIRECTOR		0.50	$163.58	6	$981
ENG DESIGN & CONST.	JUNIOR ENGINEER-CIVIL		1.00	$174.09	6	$1,045
ENG DESIGN & CONST.	SR CIVIL ENGINEER		0.50	$127.04	6	$762
		TYPE SUBTOTAL	**9.75**	**$2,875.42**		**$17,253**
		TOTALS	**9.75**	**$2,875.50**		**$17,253**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
MINOR USE PERMIT - PC MEETING	**S-005**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Processing of a Planning Commission meeting of a minor use permit for compliance with City codes and standards.

CURRENT FEE STRUCTURE

None

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$4,180.00**	**TOTAL COST:**	**$4,180**
UNIT PROFIT (SUBSIDY):	**$(4,180.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(4,180)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$4,180 per application

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
MINOR USE PERMIT - PC MEETING	**S-005**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING	ASSOC/SENIOR PLANNER		7.50	$2,075.25	1	$2,075
PLANNING	ADMIN SUPPORT SPEC I/II		0.50	$86.12	1	$86
PLANNING	COM DEV DIRECTOR		1.75	$817.71	1	$818
PLANNING	DEPUTY COM DEV DIRECTOR		2.75	$899.66	1	$900
ENG DESIGN & CONST.	JUNIOR ENGINEER-CIVIL		1.00	$174.09	1	$174
ENG DESIGN & CONST.	SR CIVIL ENGINEER		0.50	$127.04	1	$127
		TYPE SUBTOTAL	**14.00**	**$4,179.87**		**$4,180**
		TOTALS	**14.00**	**$4,180.00**		**$4,180**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
CONDITIONAL USE PERMIT	**S-006**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a conditional use permit for compliance with City codes and standards.

CURRENT FEE STRUCTURE

Commercial/Industrial - $1,600 per application
Residential - $2,600 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$2,100.00**	**TOTAL REVENUE:**	**$6,300**
UNIT COST:	**$10,242.00**	**TOTAL COST:**	**$30,726**
UNIT PROFIT (SUBSIDY):	**$(8,142.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(24,426)**
TOTAL UNITS:	**3**	**PCT. COST RECOVERY:**	**20.50%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$10,240 per application

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
CONDITIONAL USE PERMIT	**S-006**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**3**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
RECORDS & COMM.	PD LIEUTENANT		1.00	$434.43	3	$1,303
FIRE		2 Hours	0.00	$384.00	3	$1,152
PLANNING	ASSOC/SENIOR PLANNER		18.75	$5,188.13	3	$15,564
PLANNING	ADMIN SUPPORT SPEC I/II		1.00	$172.24	3	$517
PLANNING	COM DEV DIRECTOR		1.75	$817.71	3	$2,453
PLANNING	DEPUTY COM DEV DIRECTOR		5.25	$1,717.54	3	$5,153
ENG DESIGN & CONST.	PRINCIPAL CIVIL ENGINEER		2.00	$511.76	3	$1,535
ENG DESIGN & CONST.	SR CIVIL ENGINEER		4.00	$1,016.28	3	$3,049
		TYPE SUBTOTAL	**33.75**	**$10,242.09**		**$30,726**
		TOTALS	**33.75**	**$10,242.00**		**$30,726**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
PLANNED UNIT DEVELOPMENT	**S-007**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a planned unit development for compliance with City codes and standards.

CURRENT FEE STRUCTURE

Commercial/Industrial - $2,200 per application
Residential - $3,200 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$2,700.00**	**TOTAL REVENUE:**	**$13,500**
UNIT COST:	**$17,398.80**	**TOTAL COST:**	**$86,994**
UNIT PROFIT (SUBSIDY):	**$(14,698.80)**	**TOTAL PROFIT (SUBSIDY):**	**$(73,494)**
TOTAL UNITS:	**5**	**PCT. COST RECOVERY:**	**15.52%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Initial deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
PLANNED UNIT DEVELOPMENT	**S-007**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**5**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
RECORDS & COMM.	PD LIEUTENANT		1.00	$434.43	5	$2,172
FIRE		2 Hours	0.00	$384.00	5	$1,920
PLANNING	ASSOC/SENIOR PLANNER		34.50	$9,546.15	5	$47,731
PLANNING	ADMIN SUPPORT SPEC I/II		1.50	$258.36	5	$1,292
PLANNING	COM DEV DIRECTOR		7.50	$3,504.45	5	$17,522
PLANNING	DEPUTY COM DEV DIRECTOR		10.00	$3,271.50	5	$16,358
		TYPE SUBTOTAL	**54.50**	**$17,398.89**		**$86,994**
		TOTALS	**54.50**	**$17,398.80**		**$86,994**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
AMEND TO APPRVD CUP/PD - DIR APPRVL	**S-008**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of an amendment to an approved conditional use permit or planned unit development which can be approved by the Community Development Director for compliance with City codes and standards.

CURRENT FEE STRUCTURE

Sign Only - $425 per application
Commercial/Industrial - $1,000 per application
Residential - $1,500 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$1,500.00**	**TOTAL REVENUE:**	**$1,500**
UNIT COST:	**$4,699.00**	**TOTAL COST:**	**$4,699**
UNIT PROFIT (SUBSIDY):	**$(3,199.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(3,199)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**31.92%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$4,700 per application

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
AMEND TO APPRVD CUP/PD - DIR APPRVL	**S-008**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING	ASSOC/SENIOR PLANNER		10.00	$2,767.00	1	$2,767
PLANNING	ADMIN SUPPORT SPEC I/II		0.50	$86.12	1	$86
PLANNING	COM DEV DIRECTOR		1.50	$700.89	1	$701
PLANNING	DEPUTY COM DEV DIRECTOR		3.50	$1,145.03	1	$1,145
		TYPE SUBTOTAL	**15.50**	**$4,699.04**		**$4,699**
		TOTALS	**15.50**	**$4,699.00**		**$4,699**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
AMEND TO APPROVED CUP - PC APPROVAL	**S-009**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of an amendment to an approved conditional use permit which must be approved by the Planning Commission for compliance with City codes and standards.

CURRENT FEE STRUCTURE

Commercial/Industrial - $1,000 per application
Residential - $1,500 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$1,500.00**	**TOTAL REVENUE:**	**$1,500**
UNIT COST:	**$10,250.00**	**TOTAL COST:**	**$10,250**
UNIT PROFIT (SUBSIDY):	**$(8,750.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(8,750)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**14.63%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$10,250 per application

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
AMEND TO APPROVED CUP - PC APPROVAL	**S-009**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING	ASSOC/SENIOR PLANNER		23.50	$6,502.45	1	$6,502
PLANNING	ADMIN SUPPORT SPEC I/II		1.00	$172.24	1	$172
PLANNING	COM DEV DIRECTOR		2.75	$1,284.97	1	$1,285
PLANNING	DEPUTY COM DEV DIRECTOR		7.00	$2,290.05	1	$2,290
		TYPE SUBTOTAL	**34.25**	**$10,249.71**		**$10,250**
		TOTALS	**34.25**	**$10,250.00**		**$10,250**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
AMEND TO APPROVED PUD - CC APPROVAL	**S-010**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of an amendment to an approved planned use development which must be approved by the City Council for compliance with City codes and standards.

CURRENT FEE STRUCTURE

Commercial/Industrial - $1,000 per application
Residential - $1,500 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$1,500.00**	**TOTAL REVENUE:**	**$1,500**
UNIT COST:	**$13,499.00**	**TOTAL COST:**	**$13,499**
UNIT PROFIT (SUBSIDY):	**$(11,999.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(11,999)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**11.11%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$13,500 per application

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CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
AMEND TO APPROVED PUD - CC APPROVAL	**S-010**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING	ASSOC/SENIOR PLANNER		27.50	$7,609.25	1	$7,609
PLANNING	ADMIN SUPPORT SPEC I/II		1.50	$258.36	1	$258
PLANNING	COM DEV DIRECTOR		5.75	$2,686.75	1	$2,687
PLANNING	DEPUTY COM DEV DIRECTOR		9.00	$2,944.35	1	$2,944
		TYPE SUBTOTAL	**43.75**	**$13,498.71**		**$13,499**
		TOTALS	**43.75**	**$13,499.00**		**$13,499**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
DESIGN REV - SGL FAM HOUSE (1 UNIT)	**S-011**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of the design of a single family house for compliance with City codes and standards.

CURRENT FEE STRUCTURE

$100 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$100.00**	**TOTAL REVENUE:**	**$2,400**
UNIT COST:	**$2,560.50**	**TOTAL COST:**	**$61,452**
UNIT PROFIT (SUBSIDY):	**$(2,460.50)**	**TOTAL PROFIT (SUBSIDY):**	**$(59,052)**
TOTAL UNITS:	**24**	**PCT. COST RECOVERY:**	**3.91%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$2,560 per application

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CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
DESIGN REV - SGL FAM HOUSE (1 UNIT)	**S-011**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**24**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING	ASSOC/SENIOR PLANNER		5.00	$1,383.50	24	$33,204
PLANNING	ADMIN SUPPORT SPEC I/II		1.00	$172.24	24	$4,134
PLANNING	COM DEV DIRECTOR		0.75	$350.45	24	$8,411
PLANNING	DEPUTY COM DEV DIRECTOR		2.00	$654.30	24	$15,703
		TYPE SUBTOTAL	**8.75**	**$2,560.49**		**$61,452**
		TOTALS	**8.75**	**$2,560.50**		**$61,452**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
DESIGN REVIEW - OTHER	**S-012**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of the design of new construction for compliance with City codes and standards.

CURRENT FEE STRUCTURE

Commercial/Industrial - $950 per application
Residential - $1,500 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$1,225.00**	**TOTAL REVENUE:**	**$9,800**
UNIT COST:	**$4,655.75**	**TOTAL COST:**	**$37,246**
UNIT PROFIT (SUBSIDY):	**$(3,430.75)**	**TOTAL PROFIT (SUBSIDY):**	**$(27,446)**
TOTAL UNITS:	**8**	**PCT. COST RECOVERY:**	**26.31%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$4,655 per application

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CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
DESIGN REVIEW - OTHER	**S-012**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**8**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING	ASSOC/SENIOR PLANNER		10.25	$2,836.18	8	$22,689
PLANNING	ADMIN SUPPORT SPEC I/II		1.00	$172.24	8	$1,378
PLANNING	COM DEV DIRECTOR		1.25	$584.08	8	$4,673
PLANNING	DEPUTY COM DEV DIRECTOR		3.25	$1,063.24	8	$8,506
		TYPE SUBTOTAL	**15.75**	**$4,655.74**		**$37,246**
		TOTALS	**15.75**	**$4,655.75**		**$37,246**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
PRELIMINARY PLAN REVIEW	**S-013**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	REVIEW	

DESCRIPTION OF SERVICE

Review of the preliminary plans of a proposed project to provide feedback to the applicant.

CURRENT FEE STRUCTURE

Commercial/Industrial:
First & Second Reviews - No Charge
Third & Subsequent Reviews - $500 per review
Residential:
First & Second Reviews - $800 per review
Third & Subsequent Reviews - $900 per review

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$533.33**	**TOTAL REVENUE:**	**$4,800**
UNIT COST:	**$5,009.67**	**TOTAL COST:**	**$45,087**
UNIT PROFIT (SUBSIDY):	**$(4,476.34)**	**TOTAL PROFIT (SUBSIDY):**	**$(40,287)**
TOTAL UNITS:	**9**	**PCT. COST RECOVERY:**	**10.65%**

SUGGESTED FEE FOR COST RECOVERY OF: 50%

50% Cost Recovery:

$2,230 per review

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CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
PRELIMINARY PLAN REVIEW	**S-013**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**9**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
RECORDS & COMM.	PD LIEUTENANT		1.00	$434.43	9	$3,910
FIRE		1 Hour	0.00	$192.00	9	$1,728
ENG DESIGN & CONST.	SR CIVIL ENGINEER		2.00	$508.14	9	$4,573
		TYPE SUBTOTAL	**3.00**	**$1,134.57**		**$10,211**
PLANNING	ASSOC/SENIOR PLANNER	Comm/Ind	8.50	$2,351.95	3	$7,056
PLANNING	COM DEV DIRECTOR	Comm/Ind	0.50	$233.63	3	$701
PLANNING	DEPUTY COM DEV DIRECTOR	Comm/Ind	2.25	$736.09	3	$2,208
		TYPE SUBTOTAL	**11.25**	**$3,321.67**		**$9,965**
PLANNING	ASSOC/SENIOR PLANNER	Residential	11.50	$3,182.05	6	$19,092
PLANNING	COM DEV DIRECTOR	Residential	0.50	$233.63	6	$1,402
PLANNING	DEPUTY COM DEV DIRECTOR	Residential	2.25	$736.09	6	$4,417
		TYPE SUBTOTAL	**14.25**	**$4,151.77**		**$24,911**
		TOTALS	**28.50**	**$5,009.67**		**$45,087**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
CEQA CATEGORICAL EXEMPT. CLASS 1-31	**S-014**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Processing a filing for Classes 1 to 31 projects determined to be categorically exempt from the terms of the California Environmental Quality Act (CEQA).

CURRENT FEE STRUCTURE

Commercial/Industrial - $250 per application
Residential - $400 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$325.00**	**TOTAL REVENUE:**	**$3,900**
UNIT COST:	**$808.58**	**TOTAL COST:**	**$9,703**
UNIT PROFIT (SUBSIDY):	**$(483.58)**	**TOTAL PROFIT (SUBSIDY):**	**$(5,803)**
TOTAL UNITS:	**12**	**PCT. COST RECOVERY:**	**40.19%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$810 per application plus filing fees

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
CEQA CATEGORICAL EXEMPT. CLASS 1-31	**S-014**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**12**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING	ASSOC/SENIOR PLANNER		2.50	$691.75	12	$8,301
PLANNING	COM DEV DIRECTOR		0.25	$116.82	12	$1,402
		TYPE SUBTOTAL	**2.75**	**$808.57**		**$9,703**
		TOTALS	**2.75**	**$808.58**		**$9,703**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
CEQA ENVIRON REV CLASS 32/NON-EXMPT	**S-015**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	REPORT	

DESCRIPTION OF SERVICE

Environmental review for a Class 32 or non-exempt project to determine compliance with the terms of the California Environmental Quality Act (CEQA).

CURRENT FEE STRUCTURE

Environmental Determination:
- Commercial/Industrial - $1,100
- Residential - $1,800

EIR Preparation:
- Staff - Cost plus 100%
- Consultant - Cost plus 25%

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**3**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Actual contract cost plus 25%

January 22, 2024

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
CEQA ENVIRON REV CLASS 32/NON-EXMPT	**S-015**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**3**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
ZONING MAP CHANGE	**S-016**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a proposed change to the Zoning Map by a private party.

CURRENT FEE STRUCTURE

$4,300 deposit with Actual Costs plus 100%

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$4,300.00**	**TOTAL REVENUE:**	**$4,300**
UNIT COST:	**$16,990.00**	**TOTAL COST:**	**$16,990**
UNIT PROFIT (SUBSIDY):	**$(12,690.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(12,690)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**25.31%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$10,000 initial deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
ZONING MAP CHANGE	**S-016**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
RECORDS & COMM.	PD LIEUTENANT		0.50	$217.22	1	$217
FIRE		1 Hour	0.00	$192.00	1	$192
PLANNING	ASSOC/SENIOR PLANNER		34.50	$9,546.15	1	$9,546
PLANNING	ADMIN SUPPORT SPEC I/II		1.50	$258.36	1	$258
PLANNING	COM DEV DIRECTOR		7.50	$3,504.45	1	$3,504
PLANNING	DEPUTY COM DEV DIRECTOR		10.00	$3,271.50	1	$3,272
		TYPE SUBTOTAL	**54.00**	**$16,989.68**		**$16,990**
		TOTALS	**54.00**	**$16,990.00**		**$16,990**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
ZONING TEXT AMENDMENT	**S-017**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a proposed change to the Zoning Code Text by a private party.

CURRENT FEE STRUCTURE

$4,300 deposit with Actual Costs plus 100%

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$4,300.00**	**TOTAL REVENUE:**	**$4,300**
UNIT COST:	**$20,048.00**	**TOTAL COST:**	**$20,048**
UNIT PROFIT (SUBSIDY):	**$(15,748.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(15,748)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**21.45%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$10,000 initial deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
ZONING TEXT AMENDMENT	**S-017**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
RECORDS & COMM.	PD LIEUTENANT		0.50	$217.22	1	$217
FIRE		1 Hour	0.00	$192.00	1	$192
PLANNING	ASSOC/SENIOR PLANNER		39.50	$10,929.65	1	$10,930
PLANNING	ADMIN SUPPORT SPEC I/II		2.00	$344.48	1	$344
PLANNING	COM DEV DIRECTOR		9.50	$4,438.97	1	$4,439
PLANNING	DEPUTY COM DEV DIRECTOR		12.00	$3,925.80	1	$3,926
		TYPE SUBTOTAL	**63.50**	**$20,048.12**		**$20,048**
		TOTALS	**63.50**	**$20,048.00**		**$20,048**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
GENERAL PLAN AMENDMENT	**S-018**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a proposed change to the City's General Plan by a private party.

CURRENT FEE STRUCTURE

$4,300 deposit with Actual Costs plus 100%

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$4,300.00**	**TOTAL REVENUE:**	**$4,300**
UNIT COST:	**$20,457.00**	**TOTAL COST:**	**$20,457**
UNIT PROFIT (SUBSIDY):	**$(16,157.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(16,157)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**21.02%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$10,000 initial deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
GENERAL PLAN AMENDMENT	**S-018**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
RECORDS & COMM.	PD LIEUTENANT		1.00	$434.43	1	$434
FIRE		2 Hours	0.00	$384.00	1	$384
PLANNING	ASSOC/SENIOR PLANNER		39.50	$10,929.65	1	$10,930
PLANNING	ADMIN SUPPORT SPEC I/II		2.00	$344.48	1	$344
PLANNING	COM DEV DIRECTOR		9.50	$4,438.97	1	$4,439
PLANNING	DEPUTY COM DEV DIRECTOR		12.00	$3,925.80	1	$3,926
		TYPE SUBTOTAL	**64.00**	**$20,457.33**		**$20,457**
		TOTALS	**64.00**	**$20,457.00**		**$20,457**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
SPECIFIC PLAN - NEW	**S-019**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a proposed new specific plan by a private party for compliance with City codes and standards.

CURRENT FEE STRUCTURE

$4,300 deposit with Actual Costs plus 100%

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$10,000 initial deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside contract costs

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
SPECIFIC PLAN - NEW	**S-019**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
SPECIFIC PLAN AMENDMENT	**S-020**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a proposed change to an existing specific plan by a private party for compliance with City codes and standards.

CURRENT FEE STRUCTURE

$4,300 deposit with Actual Costs plus 100%

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$4,300.00**	**TOTAL REVENUE:**	**$4,300**
UNIT COST:	**$23,281.00**	**TOTAL COST:**	**$23,281**
UNIT PROFIT (SUBSIDY):	**$(18,981.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(18,981)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**18.47%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$10,000 initial deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
SPECIFIC PLAN AMENDMENT	**S-020**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING	ASSOC/SENIOR PLANNER		43.50	$12,036.45	1	$12,036
PLANNING	ADMIN SUPPORT SPEC I/II		2.00	$344.48	1	$344
PLANNING	COM DEV DIRECTOR		13.00	$6,074.38	1	$6,074
PLANNING	DEPUTY COM DEV DIRECTOR		14.75	$4,825.46	1	$4,825
		TYPE SUBTOTAL	**73.25**	**$23,280.77**		**$23,281**
		TOTALS	**73.25**	**$23,281.00**		**$23,281**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
AGRICULTURAL PRESERVE APPLICATION	**S-021**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of the creation of an agricultural preserve for compliance with City codes and standards.

CURRENT FEE STRUCTURE

$4,000 deposit with Actual Costs plus 100%

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$10,000 initial deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside contract costs

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
AGRICULTURAL PRESERVE APPLICATION	**S-021**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
TENTATIVE PARCEL MAP	**S-022**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a proposed tentative subdivision of up to 4 lots for compliance with the Subdivision Map Act and City codes and standards.

CURRENT FEE STRUCTURE

Commercial/Industrial - $2,000 per application plus $30 per lot
Residential - $2,000 per application plus $60 per lot

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$2,240.00**	**TOTAL REVENUE:**	**$2,240**
UNIT COST:	**$7,243.00**	**TOTAL COST:**	**$7,243**
UNIT PROFIT (SUBSIDY):	**$(5,003.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(5,003)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**30.93%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$7,245 per application

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
TENTATIVE PARCEL MAP	**S-022**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
RECORDS & COMM.	PD LIEUTENANT		1.00	$434.43	1	$434
FIRE		3 Hours	0.00	$576.00	1	$576
PLANNING	ASSOC/SENIOR PLANNER		8.50	$2,351.95	1	$2,352
PLANNING	ADMIN SUPPORT SPEC I/II		1.00	$172.24	1	$172
PLANNING	COM DEV DIRECTOR		1.00	$467.26	1	$467
PLANNING	DEPUTY COM DEV DIRECTOR		1.00	$327.15	1	$327
ENG DESIGN & CONST.	ASST CITY ENGINEER		2.00	$622.24	1	$622
ENG DESIGN & CONST.	PRINCIPAL CIVIL ENGINEER		3.00	$767.64	1	$768
ENG DESIGN & CONST.	SR CIVIL ENGINEER		6.00	$1,524.42	1	$1,524
		TYPE SUBTOTAL	**23.50**	**$7,243.33**		**$7,243**
		TOTALS	**23.50**	**$7,243.00**		**$7,243**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
TENTATIVE TRACT MAP	**S-023**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a proposed tentative subdivision of more than 4 lots for compliance with the Subdivision Map Act and City codes and standards.

CURRENT FEE STRUCTURE

$3,500 per application plus $75 per lot or unit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$4,250.00**	**TOTAL REVENUE:**	**$4,250**
UNIT COST:	**$9,347.00**	**TOTAL COST:**	**$9,347**
UNIT PROFIT (SUBSIDY):	**$(5,097.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(5,097)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**45.47%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$9,345 per application plus $75 per lot or unit after the first four (4) lots or units

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
TENTATIVE TRACT MAP	**S-023**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
RECORDS & COMM.	PD LIEUTENANT		1.00	$434.43	1	$434
FIRE		3 Hours	0.00	$576.00	1	$576
PLANNING	ASSOC/SENIOR PLANNER		11.50	$3,182.05	1	$3,182
PLANNING	ADMIN SUPPORT SPEC I/II		1.00	$172.24	1	$172
PLANNING	COM DEV DIRECTOR		1.00	$467.26	1	$467
PLANNING	DEPUTY COM DEV DIRECTOR		1.00	$327.15	1	$327
ENG DESIGN & CONST.	ASST CITY ENGINEER		2.00	$622.24	1	$622
ENG DESIGN & CONST.	PRINCIPAL CIVIL ENGINEER		5.00	$1,279.40	1	$1,279
ENG DESIGN & CONST.	SR CIVIL ENGINEER		9.00	$2,286.63	1	$2,287
		TYPE SUBTOTAL	**31.50**	**$9,347.40**		**$9,347**
		TOTALS	**31.50**	**$9,347.00**		**$9,347**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
TENTATIVE MAP EXTENSION	**S-024**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a proposed extension of an approved tentative map.

CURRENT FEE STRUCTURE

$1,100 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$1,100.00**	**TOTAL REVENUE:**	**$1,100**
UNIT COST:	**$4,339.00**	**TOTAL COST:**	**$4,339**
UNIT PROFIT (SUBSIDY):	**$(3,239.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(3,239)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**25.35%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$4,340 per application

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
TENTATIVE MAP EXTENSION	**S-024**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING	ASSOC/SENIOR PLANNER		8.50	$2,351.95	1	$2,352
PLANNING	ADMIN SUPPORT SPEC I/II		0.50	$86.12	1	$86
PLANNING	COM DEV DIRECTOR		0.25	$116.82	1	$117
PLANNING	DEPUTY COM DEV DIRECTOR		1.00	$327.15	1	$327
ENG DESIGN & CONST.	ASST CITY ENGINEER		1.00	$311.12	1	$311
ENG DESIGN & CONST.	PRINCIPAL CIVIL ENGINEER		1.50	$383.82	1	$384
ENG DESIGN & CONST.	SR CIVIL ENGINEER		3.00	$762.21	1	$762
		TYPE SUBTOTAL	**15.75**	**$4,339.19**		**$4,339**
		TOTALS	**15.75**	**$4,339.00**		**$4,339**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
RECORD MAP CHECK	**S-025**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	MAP	

DESCRIPTION OF SERVICE

Review of a final map for compliance with the Subdivision Map Act and City codes and standards.

CURRENT FEE STRUCTURE

Commercial/Industrial - $2,000 per map plus $30 per lot
Residential - $2,000 per map plus $60 per lot

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$2,450.00**	**TOTAL REVENUE:**	**$2,450**
UNIT COST:	**$8,881.00**	**TOTAL COST:**	**$8,881**
UNIT PROFIT (SUBSIDY):	**$(6,431.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(6,431)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**27.59%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$8,880 per map plus $75 per lot or unit after the first four (4) lots or units

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
RECORD MAP CHECK	**S-025**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING	ASSOC/SENIOR PLANNER		10.50	$2,905.35	1	$2,905
PLANNING	ADMIN SUPPORT SPEC I/II		1.00	$172.24	1	$172
PLANNING	COM DEV DIRECTOR		1.00	$467.26	1	$467
PLANNING	DEPUTY COM DEV DIRECTOR		1.00	$327.15	1	$327
ENG DESIGN & CONST.	ASST CITY ENGINEER		3.00	$933.36	1	$933
ENG DESIGN & CONST.	PRINCIPAL CIVIL ENGINEER		6.00	$1,535.28	1	$1,535
ENG DESIGN & CONST.	SR CIVIL ENGINEER		10.00	$2,540.70	1	$2,541
		TYPE SUBTOTAL	**32.50**	**$8,881.34**		**$8,881**
		TOTALS	**32.50**	**$8,881.00**		**$8,881**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
LOT LINE ADJUST/LOT MERGER	**S-026**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a lot line adjustment or a lot merger for compliance with the Subdivision Map Act and City codes and standards.

CURRENT FEE STRUCTURE

$2,350 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$2,000.00**	**TOTAL REVENUE:**	**$2,000**
UNIT COST:	**$4,699.00**	**TOTAL COST:**	**$4,699**
UNIT PROFIT (SUBSIDY):	**$(2,699.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(2,699)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**42.56%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$4,700 per application

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
LOT LINE ADJUST/LOT MERGER	**S-026**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING	ASSOC/SENIOR PLANNER		5.00	$1,383.50	1	$1,384
PLANNING	ADMIN SUPPORT SPEC I/II		1.00	$172.24	1	$172
PLANNING	COM DEV DIRECTOR		1.00	$467.26	1	$467
PLANNING	DEPUTY COM DEV DIRECTOR		1.00	$327.15	1	$327
ENG DESIGN & CONST.	ASST CITY ENGINEER		1.00	$311.12	1	$311
ENG DESIGN & CONST.	PRINCIPAL CIVIL ENGINEER		3.00	$767.64	1	$768
ENG DESIGN & CONST.	SR CIVIL ENGINEER		5.00	$1,270.35	1	$1,270
		TYPE SUBTOTAL	**17.00**	**$4,699.26**		**$4,699**
		TOTALS	**17.00**	**$4,699.00**		**$4,699**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
PARCEL MAP WAIVER	**S-027**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a waiver of a parcel map for compliance with the Subdivision Map Act and City codes and standards.

CURRENT FEE STRUCTURE

$1,100 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$1,100.00**	**TOTAL REVENUE:**	**$1,100**
UNIT COST:	**$2,296.00**	**TOTAL COST:**	**$2,296**
UNIT PROFIT (SUBSIDY):	**$(1,196.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(1,196)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**47.91%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$2,295 per application

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
PARCEL MAP WAIVER	**S-027**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING	ASSOC/SENIOR PLANNER		5.00	$1,383.50	1	$1,384
PLANNING	ADMIN SUPPORT SPEC I/II		0.50	$86.12	1	$86
PLANNING	COM DEV DIRECTOR		0.25	$116.82	1	$117
PLANNING	DEPUTY COM DEV DIRECTOR		1.00	$327.15	1	$327
ENG DESIGN & CONST.	PRINCIPAL CIVIL ENGINEER		0.50	$127.94	1	$128
ENG DESIGN & CONST.	SR CIVIL ENGINEER		1.00	$254.07	1	$254
		TYPE SUBTOTAL	**8.25**	**$2,295.60**		**$2,296**
		TOTALS	**8.25**	**$2,296.00**		**$2,296**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
CERTIFICATE OF CORRECTION	**S-028**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a certificate of correction for compliance with the Subdivision Map Act and City codes and standards.

CURRENT FEE STRUCTURE

$500 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$500.00**	**TOTAL REVENUE:**	**$500**
UNIT COST:	**$4,339.00**	**TOTAL COST:**	**$4,339**
UNIT PROFIT (SUBSIDY):	**$(3,839.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(3,839)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**11.52%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$4,340 per application

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
CERTIFICATE OF CORRECTION	**S-028**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING	ASSOC/SENIOR PLANNER		8.50	$2,351.95	1	$2,352
PLANNING	ADMIN SUPPORT SPEC I/II		0.50	$86.12	1	$86
PLANNING	COM DEV DIRECTOR		0.25	$116.82	1	$117
PLANNING	DEPUTY COM DEV DIRECTOR		1.00	$327.15	1	$327
ENG DESIGN & CONST.	ASST CITY ENGINEER		1.00	$311.12	1	$311
ENG DESIGN & CONST.	PRINCIPAL CIVIL ENGINEER		1.50	$383.82	1	$384
ENG DESIGN & CONST.	SR CIVIL ENGINEER		3.00	$762.21	1	$762
		TYPE SUBTOTAL	**15.75**	**$4,339.19**		**$4,339**
		TOTALS	**15.75**	**$4,339.00**		**$4,339**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
CERTIFICATE OF COMPLIANCE	**S-029**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a certificate of compliance for compliance with the Subdivision Map Act and City codes and standards.

CURRENT FEE STRUCTURE

$100 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$100.00**	**TOTAL REVENUE:**	**$100**
UNIT COST:	**$4,339.00**	**TOTAL COST:**	**$4,339**
UNIT PROFIT (SUBSIDY):	**$(4,239.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(4,239)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**2.30%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$4,340 per application

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
CERTIFICATE OF COMPLIANCE	**S-029**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING	ASSOC/SENIOR PLANNER		8.50	$2,351.95	1	$2,352
PLANNING	ADMIN SUPPORT SPEC I/II		0.50	$86.12	1	$86
PLANNING	COM DEV DIRECTOR		0.25	$116.82	1	$117
PLANNING	DEPUTY COM DEV DIRECTOR		1.00	$327.15	1	$327
ENG DESIGN & CONST.	ASST CITY ENGINEER		1.00	$311.12	1	$311
ENG DESIGN & CONST.	PRINCIPAL CIVIL ENGINEER		1.50	$383.82	1	$384
ENG DESIGN & CONST.	SR CIVIL ENGINEER		3.00	$762.21	1	$762
		TYPE SUBTOTAL	**15.75**	**$4,339.19**		**$4,339**
		TOTALS	**15.75**	**$4,339.00**		**$4,339**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
TIME EXTENSION	**S-030**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a request for a time extension of an approved project for compliance with City codes and standards.

CURRENT FEE STRUCTURE

Commercial/Industrial - $500 per application
Residential - $800 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$650.00**	**TOTAL REVENUE:**	**$650**
UNIT COST:	**$1,393.00**	**TOTAL COST:**	**$1,393**
UNIT PROFIT (SUBSIDY):	**$(743.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(743)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**46.66%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$1,395 per application

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
TIME EXTENSION	**S-030**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING	ASSOC/SENIOR PLANNER		0.50	$138.35	1	$138
PLANNING	ADMIN SUPPORT SPEC I/II		0.50	$86.12	1	$86
PLANNING	COM DEV DIRECTOR		0.75	$350.45	1	$350
PLANNING	DEPUTY COM DEV DIRECTOR		2.50	$817.88	1	$818
		TYPE SUBTOTAL	**4.25**	**$1,392.80**		**$1,393**
		TOTALS	**4.25**	**$1,393.00**		**$1,393**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
WAIVER	**S-031**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of an administrative waiver from the terms of the Zoning Code.

CURRENT FEE STRUCTURE

Waiver - $100 per application
Administrative Variance - $250 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$250.00**	**TOTAL REVENUE:**	**$500**
UNIT COST:	**$2,311.00**	**TOTAL COST:**	**$4,622**
UNIT PROFIT (SUBSIDY):	**$(2,061.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(4,122)**
TOTAL UNITS:	**2**	**PCT. COST RECOVERY:**	**10.82%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$2,310 per application

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
WAIVER	**S-031**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**2**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING	ASSOC/SENIOR PLANNER		5.00	$1,383.50	2	$2,767
PLANNING	ADMIN SUPPORT SPEC I/II		0.50	$86.12	2	$172
PLANNING	COM DEV DIRECTOR		0.75	$350.45	2	$701
PLANNING	DEPUTY COM DEV DIRECTOR		1.50	$490.73	2	$981
		TYPE SUBTOTAL	**7.75**	**$2,310.80**		**$4,622**
		TOTALS	**7.75**	**$2,311.00**		**$4,622**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
VARIANCE	**S-032**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a variance from the terms of the Zoning Code requiring approval of the Planning Commission.

CURRENT FEE STRUCTURE

Owner-Occupied Single Family House - $350 per application
Other:
Commercial/Industrial - $900 per application
Residential - $1,400 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$525.00**	**TOTAL REVENUE:**	**$1,050**
UNIT COST:	**$6,174.50**	**TOTAL COST:**	**$12,349**
UNIT PROFIT (SUBSIDY):	**$(5,649.50)**	**TOTAL PROFIT (SUBSIDY):**	**$(11,299)**
TOTAL UNITS:	**2**	**PCT. COST RECOVERY:**	**8.50%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Single Family House - $4,795 per application
Other - $7,555 per application

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
VARIANCE	**S-032**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**2**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING	ASSOC/SENIOR PLANNER	SFR	10.50	$2,905.35	1	$2,905
PLANNING	ADMIN SUPPORT SPEC I/II	SFR	1.00	$172.24	1	$172
PLANNING	COM DEV DIRECTOR	SFR	1.75	$817.71	1	$818
PLANNING	DEPUTY COM DEV DIRECTOR	SFR	2.75	$899.66	1	$900
		TYPE SUBTOTAL	**16.00**	**$4,794.96**		**$4,795**
PLANNING	ASSOC/SENIOR PLANNER	Other	16.25	$4,496.38	1	$4,496
PLANNING	ADMIN SUPPORT SPEC I/II	Other	1.00	$172.24	1	$172
PLANNING	COM DEV DIRECTOR	Other	2.50	$1,168.15	1	$1,168
PLANNING	DEPUTY COM DEV DIRECTOR	Other	5.25	$1,717.54	1	$1,718
		TYPE SUBTOTAL	**25.00**	**$7,554.31**		**$7,554**
		TOTALS	**41.00**	**$6,174.50**		**$12,349**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
MASTER SIGN PROGRAM	**S-033**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of the design of a master sign program for compliance with City codes and standards.

CURRENT FEE STRUCTURE

None

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$2,894.00**	**TOTAL COST:**	**$2,894**
UNIT PROFIT (SUBSIDY):	**$(2,894.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(2,894)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$2,895 per application

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
MASTER SIGN PROGRAM	**S-033**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING	ASSOC/SENIOR PLANNER		5.25	$1,452.68	1	$1,453
PLANNING	ADMIN SUPPORT SPEC I/II		0.50	$86.12	1	$86
PLANNING	COM DEV DIRECTOR		1.50	$700.89	1	$701
PLANNING	DEPUTY COM DEV DIRECTOR		2.00	$654.30	1	$654
		TYPE SUBTOTAL	**9.25**	**$2,893.99**		**$2,894**
		TOTALS	**9.25**	**$2,894.00**		**$2,894**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
SIGN PERMIT	**S-034**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of the design of a sign for compliance with City codes and standards.

CURRENT FEE STRUCTURE

Private Property - $25 per application
Public Property - $150 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$25.00**	**TOTAL REVENUE:**	**$650**
UNIT COST:	**$553.38**	**TOTAL COST:**	**$14,388**
UNIT PROFIT (SUBSIDY):	**$(528.38)**	**TOTAL PROFIT (SUBSIDY):**	**$(13,738)**
TOTAL UNITS:	**26**	**PCT. COST RECOVERY:**	**4.52%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$555 per application

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
SIGN PERMIT	**S-034**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**26**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING	ASSOC/SENIOR PLANNER		2.00	$553.40	26	$14,388
		TYPE SUBTOTAL	**2.00**	**$553.40**		**$14,388**
		TOTALS	**2.00**	**$553.38**		**$14,388**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
TEMPORARY SIGN PERMIT	**S-035**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of the design of a temporary sign for compliance with City codes and standards.

CURRENT FEE STRUCTURE

None

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$138.00**	**TOTAL COST:**	**$138**
UNIT PROFIT (SUBSIDY):	**$(138.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(138)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$140 per application

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
TEMPORARY SIGN PERMIT	**S-035**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING	ASSOC/SENIOR PLANNER		0.50	$138.35	1	$138
		TYPE SUBTOTAL	**0.50**	**$138.35**		**$138**
		TOTALS	**0.50**	**$138.00**		**$138**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
HOME OCCUPATION PERMIT	**S-036**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a request to operate a certain type of business in a residence for compliance with City codes and standards.

CURRENT FEE STRUCTURE

$63 per application

Inspection - $40
Annual Renewal - $45
Reinspection - Labor costs plus 100%

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$277.00**	**TOTAL COST:**	**$277**
UNIT PROFIT (SUBSIDY):	**$(277.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(277)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$275 per application

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
HOME OCCUPATION PERMIT	**S-036**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING	ASSOC/SENIOR PLANNER		1.00	$276.70	1	$277
		TYPE SUBTOTAL	**1.00**	**$276.70**		**$277**
		TOTALS	**1.00**	**$277.00**		**$277**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
ZONING ADMINISTRATOR HEARING	**S-037**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	HEARING	

DESCRIPTION OF SERVICE

Processing a hearing before the Zoning Administrator.

CURRENT FEE STRUCTURE

$100 per hearing

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

This fee should be removed from the fee schedule as the service is no longer provided.

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
ZONING ADMINISTRATOR HEARING	**S-037**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
PROPERTY ZONE VERIFICATION LETTER	**S-038**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	LETTER	

DESCRIPTION OF SERVICE

Providing a letter detailing the zoning and permit history of a parcel on request.

CURRENT FEE STRUCTURE

$100 per letter

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$100.00**	**TOTAL REVENUE:**	**$1,000**
UNIT COST:	**$873.20**	**TOTAL COST:**	**$8,732**
UNIT PROFIT (SUBSIDY):	**$(773.20)**	**TOTAL PROFIT (SUBSIDY):**	**$(7,732)**
TOTAL UNITS:	**10**	**PCT. COST RECOVERY:**	**11.45%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$875 per letter

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
PROPERTY ZONE VERIFICATION LETTER	**S-038**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**10**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING	ASSOC/SENIOR PLANNER		3.00	$830.10	10	$8,301
PLANNING	ADMIN SUPPORT SPEC I/II		0.25	$43.06	10	$431
		TYPE SUBTOTAL	**3.25**	**$873.16**		**$8,732**
		TOTALS	**3.25**	**$873.20**		**$8,732**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
PROPERTY HISTORY RESEARCH	**S-039**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	PROPERTY	

DESCRIPTION OF SERVICE

Providing detailed property history of a parcel on request.

CURRENT FEE STRUCTURE

None

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$1,427.00**	**TOTAL COST:**	**$1,427**
UNIT PROFIT (SUBSIDY):	**$(1,427.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(1,427)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$1,425 per property

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
PROPERTY HISTORY RESEARCH	**S-039**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING	ASSOC/SENIOR PLANNER		5.00	$1,383.50	1	$1,384
PLANNING	ADMIN SUPPORT SPEC I/II		0.25	$43.06	1	$43
		TYPE SUBTOTAL	**5.25**	**$1,426.56**		**$1,427**
		TOTALS	**5.25**	**$1,427.00**		**$1,427**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
APPEAL TO THE PLANNING COMMISSION	**S-040**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPEAL	

DESCRIPTION OF SERVICE

Processing an appeal of a staff decision to the Planning Commission.

CURRENT FEE STRUCTURE

$100 per appeal

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$100.00**	**TOTAL REVENUE:**	**$100**
UNIT COST:	**$6,116.00**	**TOTAL COST:**	**$6,116**
UNIT PROFIT (SUBSIDY):	**$(6,016.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(6,016)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**1.64%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$6,115 per appeal

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
APPEAL TO THE PLANNING COMMISSION	**S-040**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING	ASSOC/SENIOR PLANNER		13.50	$3,735.45	1	$3,735
PLANNING	ADMIN SUPPORT SPEC I/II		1.00	$172.24	1	$172
PLANNING	COM DEV DIRECTOR		1.75	$817.71	1	$818
PLANNING	DEPUTY COM DEV DIRECTOR		4.25	$1,390.39	1	$1,390
		TYPE SUBTOTAL	**20.50**	**$6,115.79**		**$6,116**
		TOTALS	**20.50**	**$6,116.00**		**$6,116**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
APPEAL TO THE CITY COUNCIL	**S-041**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPEAL	

DESCRIPTION OF SERVICE

Processing an appeal of a Planning Commission decision to the City Council

CURRENT FEE STRUCTURE

$100 per appeal

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$100.00**	**TOTAL REVENUE:**	**$100**
UNIT COST:	**$7,499.00**	**TOTAL COST:**	**$7,499**
UNIT PROFIT (SUBSIDY):	**$(7,399.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(7,399)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**1.33%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$7,500 per appeal

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
APPEAL TO THE CITY COUNCIL	**S-041**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING	ASSOC/SENIOR PLANNER		15.50	$4,288.85	1	$4,289
PLANNING	ADMIN SUPPORT SPEC I/II		1.00	$172.24	1	$172
PLANNING	COM DEV DIRECTOR		3.00	$1,401.78	1	$1,402
PLANNING	DEPUTY COM DEV DIRECTOR		5.00	$1,635.75	1	$1,636
		TYPE SUBTOTAL	**24.50**	**$7,498.62**		**$7,499**
		TOTALS	**24.50**	**$7,499.00**		**$7,499**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
REMOVE HISTORICAL RESOURCE DESIG.	**S-042**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a request to remove a historical resource designation on a particular property.

CURRENT FEE STRUCTURE

$80 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

This fee should be removed from the fee schedule as the service is no longer provided.

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
REMOVE HISTORICAL RESOURCE DESIG.	**S-042**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
COMM. CARE FACILITY ADMIN. REVIEW	**S-043**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Administrative review of a proposed community care facility for compliance with City codes and standards.

CURRENT FEE STRUCTURE

$400 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

This fee should be removed from the fee schedule as the service is no longer provided.

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
COMM. CARE FACILITY ADMIN. REVIEW	**S-043**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
ZONING CERTIFICATION	**S-044**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a request for a zoning certification.

CURRENT FEE STRUCTURE

$50 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

This fee should be removed from the fee schedule as the service is no longer provided.

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
ZONING CERTIFICATION	**S-044**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
CODE ENFORCE INITIATED PLANNING APP	**S-045**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of Planning applications which were initiated due to a code enforcement action.

CURRENT FEE STRUCTURE

Charge double the Planning application fees

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Charge double the Planning application fees to a maximum of $20,000

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
CODE ENFORCE INITIATED PLANNING APP	**S-045**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
BUILDING PLAN CHECK/INSPECTION	**S-046**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
BUILDING	PLAN/PERMIT	

DESCRIPTION OF SERVICE

Building plan review of construction and inspection of that construction for compliance with City codes and standards.

CURRENT FEE STRUCTURE

Various fees based on construction

See Appendix C for fee detail

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$2,772,336.00**	**TOTAL REVENUE:**	**$2,772,336**
UNIT COST:	**$3,258,698.00**	**TOTAL COST:**	**$3,258,698**
UNIT PROFIT (SUBSIDY):	**$(486,362.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(486,362)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**85.07%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

See Appendix C for fee detail

Planning/Engineering Plan Check Surcharge - 50% of the Building Plan Check fee

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
BUILDING PLAN CHECK/INSPECTION	**S-046**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
BUILDING INSPECTION	BUILDING INSPECTOR I/II	100% Of 4	6,468.00	$1,607,427.36	1	$1,607,427
BUILDING INSPECTION	OFFICE ASSISTANT	40% Of 1	646.80	$66,491.04	1	$66,491
BUILDING INSPECTION	PLAN CHECK ENGINEER	85% Of 1	1,371.05	$317,507.76	1	$317,508
BUILDING INSPECTION	PERMIT TECH	100% Of 1	1,617.00	$301,376.46	1	$301,376
BUILDING INSPECTION	SR BUILDING INSPECTOR	100% Of 1	1,617.00	$421,018.29	1	$421,018
BUILDING INSPECTION		Prof Services	0.00	$225,000.00	1	$225,000
BUILDING INSPECTION		Contract Services	0.00	$12,000.00	1	$12,000
		TYPE SUBTOTAL	**11,719.85**	**$2,950,820.91**		**$2,950,821**
ENG DESIGN & CONST.	ASSOC CIVIL ENGINEER	25% Of 1 - Engineer	403.25	$91,872.45	1	$91,872
ENG DESIGN & CONST.	JUNIOR ENGINEER-CIVIL	25% - Engineering	403.25	$70,201.79	1	$70,202
ENG DESIGN & CONST.	PUBLIC WORKS DIRECTOR	2% - Engineering	32.26	$11,885.23	1	$11,885
		TYPE SUBTOTAL	**838.76**	**$173,959.47**		**$173,959**
PLANNING	ASSOC/SENIOR PLANNER	10%-Sr Plan/25%-Assc	483.98	$133,917.27	1	$133,917
		TYPE SUBTOTAL	**483.98**	**$133,917.27**		**$133,917**
		TOTALS	**13,042.59**	**$3,258,698.00**		**$3,258,698**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
DEVELOPMENT ENGINEERING	**S-047**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ENGINEERING	PLAN/PERMIT	

DESCRIPTION OF SERVICE

Engineering plan review and inspection of new development.

CURRENT FEE STRUCTURE

See Appendix D for fee detail

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$878,241.00**	**TOTAL REVENUE:**	**$878,241**
UNIT COST:	**$1,415,021.00**	**TOTAL COST:**	**$1,415,021**
UNIT PROFIT (SUBSIDY):	**$(536,780.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(536,780)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**62.07%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

See Appendix D for fee detail

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
DEVELOPMENT ENGINEERING	**S-047**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ENG DESIGN & CONST.	ASSOC CIVIL ENGINEER	5% Of 1/35% Of 1	645.20	$146,995.92	1	$146,996
ENG DESIGN & CONST.	ASST CITY ENGINEER	5%	80.62	$25,082.49	1	$25,082
ENG DESIGN & CONST.	ENGINEERING TECH I	5%	80.85	$13,679.01	1	$13,679
ENG DESIGN & CONST.	JUNIOR ENGINEER-CIVIL	10%	161.30	$28,080.72	1	$28,081
ENG DESIGN & CONST.	PRINCIPAL CIVIL ENGINEER	20%	322.60	$82,546.89	1	$82,547
ENG DESIGN & CONST.	PUBLIC WORKS DIRECTOR	4%	64.52	$23,770.46	1	$23,770
ENG DESIGN & CONST.	PUBLIC WORKS INSPECTOR	25%	404.28	$83,471.69	1	$83,472
ENG DESIGN & CONST.	TEMP/PART-TIME	75% Of $26,000	375.00	$39,393.75	1	$39,394
ENG DESIGN & CONST.		Prof/Contract Svcs	0.00	$972,000.00	1	$972,000
		TYPE SUBTOTAL	**2,134.37**	**$1,415,020.93**		**$1,415,021**
		TOTALS	**2,134.37**	**$1,415,021.00**		**$1,415,021**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
FIRE PREVENTION SERVICES	**S-048**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
FIRE	PLAN/PERMIT	

DESCRIPTION OF SERVICE

Fire Prevention plan review and inspection of new development and existing structures.

CURRENT FEE STRUCTURE

See Appendix E for fee detail

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$118,000.00**	**TOTAL REVENUE:**	**$118,000**
UNIT COST:	**$483,080.00**	**TOTAL COST:**	**$483,080**
UNIT PROFIT (SUBSIDY):	**$(365,080.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(365,080)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**24.43%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

See Appendix E for fee detail

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
FIRE PREVENTION SERVICES	**S-048**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
FIRE		Contract Costs	0.00	$378,234.00	1	$378,234
ENG DESIGN & CONST.	SR ADMIN SUPPORT SPECIALI	50%	808.50	$104,846.28	1	$104,846
		TYPE SUBTOTAL	**808.50**	**$483,080.28**		**$483,080**
		TOTALS	**808.50**	**$483,080.00**		**$483,080**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
COMMUNITY DEVELOPMENT MAINTENANCE	**S-049**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	N/A	

DESCRIPTION OF SERVICE

Maintenance of the City General Plan and development codes.

CURRENT FEE STRUCTURE

0.5% of construction valuation of Building Permits

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$550,000.00**	**TOTAL REVENUE:**	**$550,000**
UNIT COST:	**$571,261.00**	**TOTAL COST:**	**$571,261**
UNIT PROFIT (SUBSIDY):	**$(21,261.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(21,261)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**96.28%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

0.5% of construction valuation of Building Permits

Residential Remodel - Maximum fee equal to 25% of Building Permit fee.

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
COMMUNITY DEVELOPMENT MAINTENANCE	**S-049**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING		Prof Services	0.00	$200,000.00	1	$200,000
DEVELOPMENT MAINT	ASSOCIATE PLANNER	15%	241.95	$41,654.11	1	$41,654
DEVELOPMENT MAINT	COM DEV DIRECTOR	30%	483.90	$171,223.18	1	$171,223
DEVELOPMENT MAINT	DEPUTY COM DEV DIRECTOR	40%	645.20	$158,383.70	1	$158,384
		TYPE SUBTOTAL	**1,371.05**	**$571,260.99**		**$571,261**
		TOTALS	**1,371.05**	**$571,261.00**		**$571,261**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
TECHNOLOGY/DOCUMENT RETENTION	**S-050**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
COMM. DEVELOPMENT	N/A	

DESCRIPTION OF SERVICE

Upgrade and maintenance of technology needs for Community Development.

CURRENT FEE STRUCTURE

Document Automation - 10% of permit fees ($20 minimum and $2,000 maximum)

Document Retention for approved final plans:

First seven sheets - $5 per sheet
Each additional sheet - $2 per sheet

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$100,000.00**	**TOTAL REVENUE:**	**$100,000**
UNIT COST:	**$150,000.00**	**TOTAL COST:**	**$150,000**
UNIT PROFIT (SUBSIDY):	**$(50,000.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(50,000)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**66.67%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

10% of Building Permit fees ($5 minimum and $10,000 maximum)

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
TECHNOLOGY/DOCUMENT RETENTION	**S-050**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PLANNING		Annual Tech Upgrades	0.00	$150,000.00	1	$150,000
		TYPE SUBTOTAL	**0.00**	**$150,000.00**		**$150,000**
		TOTALS	**0.00**	**$150,000.00**		**$150,000**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
NUISANCE ABATEMENT	**S-051**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
COMM. PRESERVATION	ABATEMENT	

DESCRIPTION OF SERVICE

Abatement of a nuisance on private property under the terms of City codes.

CURRENT FEE STRUCTURE

Labor and material costs plus 100%

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Actual contract costs plus 100%

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
NUISANCE ABATEMENT	**S-051**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
HEARING BEFORE NUISANCE ABATEMENT	**S-052**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
COMM. PRESERVATION	HEARING	

DESCRIPTION OF SERVICE

Providing a hearing at the request of the property owner before a property is abated for being a nuisance.

CURRENT FEE STRUCTURE

$450 per hearing

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$450.00**	**TOTAL REVENUE:**	**$4,500**
UNIT COST:	**$1,142.80**	**TOTAL COST:**	**$11,428**
UNIT PROFIT (SUBSIDY):	**$(692.80)**	**TOTAL PROFIT (SUBSIDY):**	**$(6,928)**
TOTAL UNITS:	**10**	**PCT. COST RECOVERY:**	**39.38%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$1,145 per hearing

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
HEARING BEFORE NUISANCE ABATEMENT	**S-052**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**10**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
COMMUNITY PRESERV	COMM PRESERVATION MGR		2.00	$524.82	10	$5,248
COMMUNITY PRESERV	COMM PRESERVATION SPECIAL		3.00	$618.00	10	$6,180
		TYPE SUBTOTAL	**5.00**	**$1,142.82**		**$11,428**
		TOTALS	**5.00**	**$1,142.80**		**$11,428**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
LIEN SET-UP/RELEASE	**S-053**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
COMM. PRESERVATION	LIEN	

DESCRIPTION OF SERVICE

Set-up an release of a lien due to the non-payment of code enforcement fines and charges.

CURRENT FEE STRUCTURE

None

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$337.20**	**TOTAL COST:**	**$3,372**
UNIT PROFIT (SUBSIDY):	**$(337.20)**	**TOTAL PROFIT (SUBSIDY):**	**$(3,372)**
TOTAL UNITS:	**10**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$335 per lien plus County filing fees

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
LIEN SET-UP/RELEASE	**S-053**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**10**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
COMMUNITY PRESERV	COMM PRESERVATION MGR		0.50	$131.21	10	$1,312
COMMUNITY PRESERV	COMM PRESERVATION SPECIAL		1.00	$206.00	10	$2,060
		TYPE SUBTOTAL	**1.50**	**$337.21**		**$3,372**
		TOTALS	**1.50**	**$337.20**		**$3,372**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
TERMINATION OF NOTICE OF VIOLATION	**S-054**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
COMM. PRESERVATION	NOTICE	

DESCRIPTION OF SERVICE

Processing a termination of a notice of violation

CURRENT FEE STRUCTURE

$100 per notice

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

This fee should be removed from the fee schedule as the service is no longer provided.

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
TERMINATION OF NOTICE OF VIOLATION	**S-054**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
FIREARMS DEALER PERMIT	**S-055**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	APPLICATION	

DESCRIPTION OF SERVICE

Processing a request to sell firearms within the City.

CURRENT FEE STRUCTURE

New - $1,200
Annual Renewal - $100

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$320.00**	**TOTAL REVENUE:**	**$1,600**
UNIT COST:	**$328.40**	**TOTAL COST:**	**$1,642**
UNIT PROFIT (SUBSIDY):	**$(8.40)**	**TOTAL PROFIT (SUBSIDY):**	**$(42)**
TOTAL UNITS:	**5**	**PCT. COST RECOVERY:**	**97.44%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

New - $775
Renewal - $215

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
FIREARMS DEALER PERMIT	**S-055**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**5**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
RECORDS & COMM.	PD CAPTAIN	New	0.50	$230.16	1	$230
RECORDS & COMM.	PD LIEUTENANT	New	0.25	$108.61	1	$109
RECORDS & COMM.	PD LIEUTENANT	New	1.00	$434.43	1	$434
		TYPE SUBTOTAL	**1.75**	**$773.20**		**$773**
RECORDS & COMM.	PD LIEUTENANT	Annual Renewal	0.50	$217.22	4	$869
		TYPE SUBTOTAL	**0.50**	**$217.22**		**$869**
		TOTALS	**2.25**	**$328.40**		**$1,642**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
BILLIARD PARLOR ANNUAL PERMIT	**S-056**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	PERMIT	

DESCRIPTION OF SERVICE

Annual review of a billiard parlor within the City for compliance with City codes and standards.

CURRENT FEE STRUCTURE

$200 per permit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$200.00**	**TOTAL REVENUE:**	**$200**
UNIT COST:	**$773.00**	**TOTAL COST:**	**$773**
UNIT PROFIT (SUBSIDY):	**$(573.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(573)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**25.87%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$775 per permit

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
BILLIARD PARLOR ANNUAL PERMIT	**S-056**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
RECORDS & COMM.	PD CAPTAIN		0.50	$230.16	1	$230
RECORDS & COMM.	PD LIEUTENANT		1.25	$543.04	1	$543
		TYPE SUBTOTAL	**1.75**	**$773.20**		**$773**
		TOTALS	**1.75**	**$773.00**		**$773**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
SECONDHAND DEALER PERMIT	**S-057**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	PERMIT	

DESCRIPTION OF SERVICE

Annual review of a secondhand dealer business within the City for compliance with City codes and standards.

CURRENT FEE STRUCTURE

$195 per permit per year

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$195.00**	**TOTAL REVENUE:**	**$195**
UNIT COST:	**$773.00**	**TOTAL COST:**	**$773**
UNIT PROFIT (SUBSIDY):	**$(578.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(578)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**25.23%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$775 per permit per year

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
SECONDHAND DEALER PERMIT	**S-057**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
RECORDS & COMM.	PD CAPTAIN		0.50	$230.16	1	$230
RECORDS & COMM.	PD LIEUTENANT		1.25	$543.04	1	$543
		TYPE SUBTOTAL	**1.75**	**$773.20**		**$773**
		TOTALS	**1.75**	**$773.00**		**$773**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
TOW COMPANY/DRIVER PERMIT	**S-058**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	PERMIT	

DESCRIPTION OF SERVICE

Review of a tow company or driver operating within the City for compliance with City codes and standards.

CURRENT FEE STRUCTURE

None

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$300.00**	**TOTAL COST:**	**$300**
UNIT PROFIT (SUBSIDY):	**$(300.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(300)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$300 per permit

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
TOW COMPANY/DRIVER PERMIT	**S-058**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
POLICE ADMIN	PD SERGEANT		1.00	$299.74	1	$300
		TYPE SUBTOTAL	**1.00**	**$299.74**		**$300**
		TOTALS	**1.00**	**$300.00**		**$300**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
MASSAGE ESTABLISHMENT PERMIT	**S-059**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	PERMIT	

DESCRIPTION OF SERVICE

Review of a non-state-certified massage business operating within the City for compliance with City codes and standards.

CURRENT FEE STRUCTURE

New - $500
Annual Renewal - $250

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$375.00**	**TOTAL REVENUE:**	**$750**
UNIT COST:	**$326.00**	**TOTAL COST:**	**$652**
UNIT PROFIT (SUBSIDY):	**$49.00**	**TOTAL PROFIT (SUBSIDY):**	**$98**
TOTAL UNITS:	**2**	**PCT. COST RECOVERY:**	**115.03%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

New - $435
Annual Renewal - $215

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
MASSAGE ESTABLISHMENT PERMIT	**S-059**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**2**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
RECORDS & COMM.	PD LIEUTENANT	New	1.00	$434.43	1	$434
		TYPE SUBTOTAL	**1.00**	**$434.43**		**$434**
RECORDS & COMM.	PD LIEUTENANT	Annual Renewal	0.50	$217.22	1	$217
		TYPE SUBTOTAL	**0.50**	**$217.22**		**$217**
		TOTALS	**1.50**	**$326.00**		**$652**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
MASSAGE THERAPIST PERMIT	**S-060**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	PERMIT	

DESCRIPTION OF SERVICE

Review of a non-state-certified massage therapist operating within the City for compliance with City codes and standards.

CURRENT FEE STRUCTURE

New - $350
Annual Renewal - $250

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$300.00**	**TOTAL REVENUE:**	**$600**
UNIT COST:	**$326.00**	**TOTAL COST:**	**$652**
UNIT PROFIT (SUBSIDY):	**$(26.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(52)**
TOTAL UNITS:	**2**	**PCT. COST RECOVERY:**	**92.02%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

New - $435
Annual Renewal - $215

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
MASSAGE THERAPIST PERMIT	**S-060**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**2**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
RECORDS & COMM.	PD LIEUTENANT	New	1.00	$434.43	1	$434
		TYPE SUBTOTAL	**1.00**	**$434.43**		**$434**
RECORDS & COMM.	PD LIEUTENANT	Annual Renewal	0.50	$217.22	1	$217
		TYPE SUBTOTAL	**0.50**	**$217.22**		**$217**
		TOTALS	**1.50**	**$326.00**		**$652**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
ON-GOING DANCE PERMIT	**S-061**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	PERMIT	

DESCRIPTION OF SERVICE

Review of a request for an on-going dance permit, such as a monthly dance.

CURRENT FEE STRUCTURE

$250 per permit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$250.00**	**TOTAL REVENUE:**	**$250**
UNIT COST:	**$209.00**	**TOTAL COST:**	**$209**
UNIT PROFIT (SUBSIDY):	**$41.00**	**TOTAL PROFIT (SUBSIDY):**	**$41**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**119.62%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$210 per permit

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
ON-GOING DANCE PERMIT	**S-061**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
RECORDS & COMM.	PD CAPTAIN		0.25	$115.08	1	$115
RECORDS & COMM.	PUBLIC SAFETY CLERK		0.50	$93.45	1	$93
		TYPE SUBTOTAL	**0.75**	**$208.53**		**$209**
		TOTALS	**0.75**	**$209.00**		**$209**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
SINGLE-USE DANCE PERMIT	**S-062**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	PERMIT	

DESCRIPTION OF SERVICE

Review of a request for an one-time single-use dance permit.

CURRENT FEE STRUCTURE

$100 per permit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$100.00**	**TOTAL REVENUE:**	**$100**
UNIT COST:	**$370.00**	**TOTAL COST:**	**$370**
UNIT PROFIT (SUBSIDY):	**$(270.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(270)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**27.03%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$370 per permit

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
SINGLE-USE DANCE PERMIT	**S-062**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
RECORDS & COMM.	PD CAPTAIN		0.50	$230.16	1	$230
RECORDS & COMM.	PUBLIC SAFETY CLERK		0.75	$140.17	1	$140
		TYPE SUBTOTAL	**1.25**	**$370.33**		**$370**
		TOTALS	**1.25**	**$370.00**		**$370**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
TAXICAB COMPANY/DRIVER PERMIT	**S-063**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	PERMIT	

DESCRIPTION OF SERVICE

Review of a taxicab company or driver operating within the City for compliance with City codes and standards.

CURRENT FEE STRUCTURE

$250 per permit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**0**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

This fee should be removed from the fee schedule as the service is no longer provided.

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
TAXICAB COMPANY/DRIVER PERMIT	**S-063**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**0**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
POLICE BUSINESS BACKGROUND REVIEW	**S-064**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	PERMIT	

DESCRIPTION OF SERVICE

Review of a request to operate a business within the City which requires a background check by City code that is not otherwise listed.

CURRENT FEE STRUCTURE

None

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$434.00**	**TOTAL COST:**	**$434**
UNIT PROFIT (SUBSIDY):	**$(434.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(434)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$435 per permit

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
POLICE BUSINESS BACKGROUND REVIEW	**S-064**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
RECORDS & COMM.	PD LIEUTENANT		1.00	$434.43	1	$434
		TYPE SUBTOTAL	**1.00**	**$434.43**		**$434**
		TOTALS	**1.00**	**$434.00**		**$434**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
SPECIAL EVENT PERMIT	**S-065**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	PERMIT	

DESCRIPTION OF SERVICE

Review of a request for a private special event within the City.

CURRENT FEE STRUCTURE

$100 per permit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$100.00**	**TOTAL REVENUE:**	**$2,000**
UNIT COST:	**$1,156.60**	**TOTAL COST:**	**$23,132**
UNIT PROFIT (SUBSIDY):	**$(1,056.60)**	**TOTAL PROFIT (SUBSIDY):**	**$(21,132)**
TOTAL UNITS:	**20**	**PCT. COST RECOVERY:**	**8.65%**

SUGGESTED FEE FOR COST RECOVERY OF: 50%

50-499 persons - $200
500+ persons - $550

Plus $565 if the event is in the Public Right-of-Way.

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
SPECIAL EVENT PERMIT	**S-065**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**20**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
RECORDS & COMM.	PD CAPTAIN		1.00	$460.31	20	$9,206
RECORDS & COMM.	PD LIEUTENANT		1.00	$434.43	20	$8,689
RECORDS & COMM.	PUBLIC SAFETY CLERK		1.25	$233.61	20	$4,672
		TYPE SUBTOTAL	**3.25**	**$1,128.35**		**$22,567**
ENG DESIGN & CONST.	ASST CITY ENGINEER	In Public ROW	1.00	$311.12	1	$311
STREET REPAIRS	MAINT SUPERINTENDENT	In Public ROW	1.00	$253.98	1	$254
		TYPE SUBTOTAL	**2.00**	**$565.10**		**$565**
		TOTALS	**5.25**	**$1,156.60**		**$23,132**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
EXPLOSIVES PERMIT	**S-066**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	PERMIT	

DESCRIPTION OF SERVICE

Processing a permit for the use of explosives within the City.

CURRENT FEE STRUCTURE

$78 per permit

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**0**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

This fee should be removed from the fee schedule as the service is no longer provided.

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
EXPLOSIVES PERMIT	**S-066**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**0**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
CONCEALED WEAPON PERMIT	**S-067**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	APPLICATION	

DESCRIPTION OF SERVICE

Processing a request to carry a concealed weapon within the City.

CURRENT FEE STRUCTURE

New - $1,200
Renewal - $100

This service is currently performed by the Sheriff.

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**0**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Charge the current Sheriff fee

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
CONCEALED WEAPON PERMIT	**S-067**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**0**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
ALCOHOLIC BEV CONTROL CLEARANCE	**S-068**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	CLEARANCE	

DESCRIPTION OF SERVICE

Review of a request to serve alcohol.

CURRENT FEE STRUCTURE

$200 per clearance

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$200.00**	**TOTAL REVENUE:**	**$400**
UNIT COST:	**$542.00**	**TOTAL COST:**	**$1,084**
UNIT PROFIT (SUBSIDY):	**$(342.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(684)**
TOTAL UNITS:	**2**	**PCT. COST RECOVERY:**	**36.90%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$540 per clearance

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
ALCOHOLIC BEV CONTROL CLEARANCE	**S-068**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**2**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
RECORDS & COMM.	PD LIEUTENANT		1.00	$434.43	2	$869
RECORDS & COMM.	PD RECORDS SUPERVISOR		0.50	$107.32	2	$215
		TYPE SUBTOTAL	**1.50**	**$541.75**		**$1,084**
		TOTALS	**1.50**	**$542.00**		**$1,084**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
REPOSSESSED VEHICLE PROCESSING	**S-069**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	VEHICLE	

DESCRIPTION OF SERVICE

Processing a notification that a vehicle is being repossessed by the lien holder.

CURRENT FEE STRUCTURE

$15 per vehicle

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$15.00**	**TOTAL REVENUE:**	**$750**
UNIT COST:	**$46.72**	**TOTAL COST:**	**$2,336**
UNIT PROFIT (SUBSIDY):	**$(31.72)**	**TOTAL PROFIT (SUBSIDY):**	**$(1,586)**
TOTAL UNITS:	**50**	**PCT. COST RECOVERY:**	**32.11%**

SUGGESTED FEE FOR COST RECOVERY OF: 33%

This fee is limited by State law.

$15 per vehicle

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
REPOSSESSED VEHICLE PROCESSING	**S-069**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**50**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
RECORDS & COMM.	PUBLIC SAFETY CLERK		0.25	$46.72	50	$2,336
		TYPE SUBTOTAL	**0.25**	**$46.72**		**$2,336**
		TOTALS	**0.25**	**$46.72**		**$2,336**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
CITATION SIGN OFF	**S-070**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	CITATION	

DESCRIPTION OF SERVICE

Sign-off of mechanical violation citations issued by another agency or for a non-resident.

CURRENT FEE STRUCTURE

$15 per citation (issued by another agency)

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$15.00**	**TOTAL REVENUE:**	**$750**
UNIT COST:	**$31.78**	**TOTAL COST:**	**$1,589**
UNIT PROFIT (SUBSIDY):	**$(16.78)**	**TOTAL PROFIT (SUBSIDY):**	**$(839)**
TOTAL UNITS:	**50**	**PCT. COST RECOVERY:**	**47.20%**

SUGGESTED FEE FOR COST RECOVERY OF: 50%

$15 per citation (issued by another agency and a non-resident or does not work in Newark)

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
CITATION SIGN OFF	**S-070**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**50**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
RECORDS & COMM.	PUBLIC SAFETY CLERK		0.17	$31.77	50	$1,589
		TYPE SUBTOTAL	**0.17**	**$31.77**		**$1,589**
		TOTALS	**0.17**	**$31.78**		**$1,589**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
CLEARANCE LETTER	**S-071**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	LETTER	

DESCRIPTION OF SERVICE

Processing a request for a local background check by an individual.

CURRENT FEE STRUCTURE

$50 per letter

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$50.00**	**TOTAL REVENUE:**	**$750**
UNIT COST:	**$93.47**	**TOTAL COST:**	**$1,402**
UNIT PROFIT (SUBSIDY):	**$(43.47)**	**TOTAL PROFIT (SUBSIDY):**	**$(652)**
TOTAL UNITS:	**15**	**PCT. COST RECOVERY:**	**53.50%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$95 per letter

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
CLEARANCE LETTER	**S-071**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**15**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
RECORDS & COMM.	PUBLIC SAFETY CLERK		0.50	$93.45	15	$1,402
		TYPE SUBTOTAL	**0.50**	**$93.45**		**$1,402**
		TOTALS	**0.50**	**$93.47**		**$1,402**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
ALARM PERMIT	**S-072**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	PERMIT	

DESCRIPTION OF SERVICE

Processing of alarm permit user contact information.

CURRENT FEE STRUCTURE

Permit Application - $50
Alarm File Update - $21
Biennial Renewal - $10

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Charge the current third party vendor costs

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
ALARM PERMIT	**S-072**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
POLICE FALSE ALARM RESPONSE	**S-073**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	RESPONSE	

DESCRIPTION OF SERVICE

Police response to a false burglary alarm due to mechanical malfunction or operator error.

CURRENT FEE STRUCTURE

Two false alarms per year at no charge if there is an alarm permit. Charged for first alarm if there is no alarm permit.

First Alarm - $55
Second Alarm - $105
Third Alarm - $210

Penalty Assessment for each excessive false alarm charge not paid within thirty (30) days of billing date - 18% compounded annually

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$285.67**	**TOTAL COST:**	**$95,985**
UNIT PROFIT (SUBSIDY):	**$(285.67)**	**TOTAL PROFIT (SUBSIDY):**	**$(95,985)**
TOTAL UNITS:	**336**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 50%

Two false alarms per year at no charge if there is an alarm permit. Charged for first alarm if there is no alarm permit.

First Alarm - $100
Second Alarm - $200
Third Alarm - $300

Penalty Assessment for each excessive false alarm charge not paid within thirty (30) days of billing date - 18% compounded annually

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
POLICE FALSE ALARM RESPONSE	**S-073**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**336**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PATROL	PD OFFICER	30 Min 2	1.00	$285.67	336	$95,985
		TYPE SUBTOTAL	**1.00**	**$285.67**		**$95,985**
		TOTALS	**1.00**	**$285.67**		**$95,985**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
DRIVING UNDER THE INFLUENCE ARREST	**S-074**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	ARREST	

DESCRIPTION OF SERVICE

Response and processing an arrest due to driving under the influence of a substance.

CURRENT FEE STRUCTURE

$448 per arrest plus lab fees

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$448.00**	**TOTAL REVENUE:**	**$448**
UNIT COST:	**$860.00**	**TOTAL COST:**	**$860**
UNIT PROFIT (SUBSIDY):	**$(412.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(412)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**52.09%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$860 per arrest plus lab fees

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
DRIVING UNDER THE INFLUENCE ARREST	**S-074**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PATROL	PD OFFICER		3.01	$859.75	1	$860
		TYPE SUBTOTAL	**3.01**	**$859.75**		**$860**
		TOTALS	**3.01**	**$860.00**		**$860**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
IMPOUNDED VEHICLE RELEASE	**S-075**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	VEHICLE	

DESCRIPTION OF SERVICE

Processing the impound and release of a vehicle.

CURRENT FEE STRUCTURE

$200 per vehicle

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$200.00**	**TOTAL REVENUE:**	**$50,000**
UNIT COST:	**$238.09**	**TOTAL COST:**	**$59,523**
UNIT PROFIT (SUBSIDY):	**$(38.09)**	**TOTAL PROFIT (SUBSIDY):**	**$(9,523)**
TOTAL UNITS:	**250**	**PCT. COST RECOVERY:**	**84.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$240 per vehicle

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
IMPOUNDED VEHICLE RELEASE	**S-075**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**250**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PATROL	PD OFFICER		0.67	$191.37	250	$47,843
RECORDS & COMM.	PUBLIC SAFETY CLERK		0.25	$46.72	250	$11,680
		TYPE SUBTOTAL	**0.92**	**$238.09**		**$59,523**
		TOTALS	**0.92**	**$238.09**		**$59,523**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
VEHICLE LIEN SALE	**S-076**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	VEHICLE	

DESCRIPTION OF SERVICE

Lien sale of an impounded vehicle

CURRENT FEE STRUCTURE

$200 per vehicle plus parking penalties

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**0**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

This fee should be removed from the fee schedule as the service is no longer provided.

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CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
VEHICLE LIEN SALE	**S-076**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**0**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
ABANDONED VEHICLE ABATEMENT	**S-077**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	VEHICLE	

DESCRIPTION OF SERVICE

Abatement of abandoned vehicles on private property.

CURRENT FEE STRUCTURE

First Vehicle - $325
Each Additional Vehicle - $200

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Charge the fully allocated hourly rates of all personnel involved plus any outside costs.

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
ABANDONED VEHICLE ABATEMENT	**S-077**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
FALSELY REPORTING AN EMERGENCY	**S-078**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	INCIDENT	

DESCRIPTION OF SERVICE

Falsely reporting or interfering with an emergency

CURRENT FEE STRUCTURE

$113 per hour per officer

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Charge the fully allocated hourly rates of all personnel involved plus any outside costs.

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
FALSELY REPORTING AN EMERGENCY	**S-078**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
HIT & RUN ACCIDENT RESPONSE	**S-079**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	RESPONSE	

DESCRIPTION OF SERVICE

Response to a hit-and-run accident.

CURRENT FEE STRUCTURE

$113 per hour per officer

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Charge the fully allocated hourly rates of all personnel involved plus any outside costs.

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CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
HIT & RUN ACCIDENT RESPONSE	**S-079**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
EXTRAORDINARY/MULTIPLE POLICE RESP.	**S-080**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	RESPONSE	

DESCRIPTION OF SERVICE

Response to an extraordinary/multiple response, such as a SWAT or hostage negotiator team, and special events/incidents or noise disturbances.

CURRENT FEE STRUCTURE

$113 per hour per officer

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Charge the fully allocated hourly rates of all personnel involved plus any outside costs.

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
EXTRAORDINARY/MULTIPLE POLICE RESP.	**S-080**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
DUI ACCIDENT RESPONSE	**S-081**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	RESPONSE	

DESCRIPTION OF SERVICE

Response to a traffic collision in which one of the drivers was under the influence of a substance.

CURRENT FEE STRUCTURE

Actual Costs

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Charge the fully allocated hourly rates of all responding personnel and outside/lab costs up to a maximum of $12,000.

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
DUI ACCIDENT RESPONSE	**S-081**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
FIREARM STORAGE	**S-082**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	FIREARM	

DESCRIPTION OF SERVICE

Storage of firearms required by a court order.

CURRENT FEE STRUCTURE

$50 per firearm

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$50.00**	**TOTAL REVENUE:**	**$1,050**
UNIT COST:	**$89.24**	**TOTAL COST:**	**$1,874**
UNIT PROFIT (SUBSIDY):	**$(39.24)**	**TOTAL PROFIT (SUBSIDY):**	**$(824)**
TOTAL UNITS:	**21**	**PCT. COST RECOVERY:**	**56.03%**

SUGGESTED FEE FOR COST RECOVERY OF: 60%

First Weapon - $100
Each Additional Weapon - $50

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CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
FIREARM STORAGE	**S-082**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**21**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
POLICE ADMIN	PD SERGEANT	First Weapon	0.25	$74.94	1	$75
PATROL	COMM SERVICE OFFICER	First Weapon	0.17	$34.53	1	$35
PATROL	PD OFFICER	First Weapon	0.77	$219.94	1	$220
RECORDS & COMM.	PD RECORDS SUPERVISOR	First Weapon	0.25	$53.66	1	$54
RECORDS & COMM.	PUBLIC SAFETY CLERK	First Weapon	0.25	$46.72	1	$47
		TYPE SUBTOTAL	**1.69**	**$429.79**		**$430**
PATROL	COMM SERVICE OFFICER	Each Add'l Weapon	0.17	$34.53	20	$691
PATROL	PD OFFICER	Each Addl Weapon	0.08	$22.71	20	$454
RECORDS & COMM.	PUBLIC SAFETY CLERK	Each Addl Weapon	0.08	$14.95	20	$299
		TYPE SUBTOTAL	**0.33**	**$72.19**		**$1,444**
		TOTALS	**2.02**	**$89.24**		**$1,874**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
SUSPECT PROPERTY STORAGE	**S-083**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	MONTH	

DESCRIPTION OF SERVICE

Storage of a suspect's property.

CURRENT FEE STRUCTURE

$10 per month

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**0**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

This fee should be removed from the fee schedule as the service is no longer provided.

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
SUSPECT PROPERTY STORAGE	**S-083**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**0**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
EVIDENCE PROCESSING	**S-084**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	REQUEST	

DESCRIPTION OF SERVICE

Providing evidence information on request.

CURRENT FEE STRUCTURE

Actual personnel salary, benefits, and overhead pro-rated per 15 minute increments (one hour minimum)

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**0**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

This fee should be removed from the fee schedule as the service is no longer provided.

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CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
EVIDENCE PROCESSING	**S-084**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**0**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
LIVE SCAN FINGERPRINTING	**S-085**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	SCAN	

DESCRIPTION OF SERVICE

Providing live scan fingerprinting for members of the public on request.

CURRENT FEE STRUCTURE

Public Agency - $25 per scan
Private Entity or Individual - $50 per scan

plus various fees for required clearances or certifications

Not currently provided to the public

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$50.00**	**TOTAL REVENUE:**	**$50**
UNIT COST:	**$93.00**	**TOTAL COST:**	**$93**
UNIT PROFIT (SUBSIDY):	**$(43.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(43)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**53.76%**

SUGGESTED FEE FOR COST RECOVERY OF: 50%

$50 per scan plus any State fees

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COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
LIVE SCAN FINGERPRINTING	**S-085**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
RECORDS & COMM.	PUBLIC SAFETY CLERK		0.50	$93.45	1	$93
		TYPE SUBTOTAL	**0.50**	**$93.45**		**$93**
		TOTALS	**0.50**	**$93.00**		**$93**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
POLICE REPORT COPY	**S-086**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	COPY	

DESCRIPTION OF SERVICE

Providing copies of Police documents on request.

CURRENT FEE STRUCTURE

Accident or Police Report - $10 per case number
Computer-generated Statistical Report - $20 per report

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$10.00**	**TOTAL REVENUE:**	**$7,500**
UNIT COST:	**$46.72**	**TOTAL COST:**	**$35,040**
UNIT PROFIT (SUBSIDY):	**$(36.72)**	**TOTAL PROFIT (SUBSIDY):**	**$(27,540)**
TOTAL UNITS:	**750**	**PCT. COST RECOVERY:**	**21.40%**

SUGGESTED FEE FOR COST RECOVERY OF: 0%

Fees are limited by the Public Records Act

First 10 pages - no charge
Each page after 10 pages - $0.20 per copy

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CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
POLICE REPORT COPY	**S-086**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**750**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
RECORDS & COMM.	PUBLIC SAFETY CLERK		0.25	$46.72	750	$35,040
		TYPE SUBTOTAL	**0.25**	**$46.72**		**$35,040**
		TOTALS	**0.25**	**$46.72**		**$35,040**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
POLICE ELECTRONIC FILE COPY	**S-087**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	DEVICE	

DESCRIPTION OF SERVICE

Providing a copy of an electronic police record on a memory device on request.

CURRENT FEE STRUCTURE

Accident Photos on CD - $20
Photographs - Labor cost plus 100% plus processing fee

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$20.00**	**TOTAL REVENUE:**	**$20**
UNIT COST:	**$15.00**	**TOTAL COST:**	**$15**
UNIT PROFIT (SUBSIDY):	**$5.00**	**TOTAL PROFIT (SUBSIDY):**	**$5**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**133.33%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$20 per device

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CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
POLICE ELECTRONIC FILE COPY	**S-087**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
RECORDS & COMM.	PUBLIC SAFETY CLERK		0.08	$14.95	1	$15
		TYPE SUBTOTAL	**0.08**	**$14.95**		**$15**
		TOTALS	**0.08**	**$15.00**		**$15**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
MASTER LOGGING RECORDER COPY	**S-088**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	COPY	

DESCRIPTION OF SERVICE

Providing a copy of data from the Master Logging Recorder on request.

CURRENT FEE STRUCTURE

Actual personnel salary, benefits, and overhead pro-rated per 15 minute increments (one hour minimum)

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**0**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

This fee should be removed from the fee schedule as the service is no longer provided.

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
MASTER LOGGING RECORDER COPY	**S-088**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**0**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
DUBBING VOICE MEDIA COPY	**S-089**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	COPY	

DESCRIPTION OF SERVICE

Dubbing of voice media from other evidentiary media sources on request.

CURRENT FEE STRUCTURE

$60 per hour (one hour minimum)

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**0**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

This fee should be removed from the fee schedule as the service is no longer provided.

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
DUBBING VOICE MEDIA COPY	**S-089**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**0**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
ALAMEDA COUNTY BOOKING RECOVERY	**S-090**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	BOOKING	

DESCRIPTION OF SERVICE

Recovery of Alameda County booking fees from the arrestee.

CURRENT FEE STRUCTURE

County Rate plus 15% admin fee

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**0**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

This fee should be removed from the fee schedule.

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
ALAMEDA COUNTY BOOKING RECOVERY	**S-090**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**0**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
FREMONT POLICE DEPARTMENT SERVICES	**S-091**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
POLICE	HOUR	

DESCRIPTION OF SERVICE

Recovery of Fremont Police Department services.

CURRENT FEE STRUCTURE

Fremont Police rate plus 15% admin fee

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**0**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

This fee should be removed from the fee schedule.

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
FREMONT POLICE DEPARTMENT SERVICES	**S-091**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**0**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
EXOTIC ANIMAL/ANIMAL FANCIER PERMIT	**S-092**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ANIMAL CONTROL		

DESCRIPTION OF SERVICE

Review of an exotic animal permit or animal fancier permit for compliance with City codes and standards.

CURRENT FEE STRUCTURE

Initial Permit - $122 (resident 60 and over - $30)
Annual Renewal - $122 (resident 60 and over - $30)
Delinquency Penalty - $60
Temporary Animal Fancier Permit - $30

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$122.00**	**TOTAL REVENUE:**	**$9,516**
UNIT COST:	**$269.38**	**TOTAL COST:**	**$21,012**
UNIT PROFIT (SUBSIDY):	**$(147.38)**	**TOTAL PROFIT (SUBSIDY):**	**$(11,496)**
TOTAL UNITS:	**78**	**PCT. COST RECOVERY:**	**45.29%**

SUGGESTED FEE FOR COST RECOVERY OF: 50%

Initial Permit - $150 (resident 60 and over - $40)
Annual Renewal - $100 (resident 60 and over - $20)
Delinquency Penalty - $100

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
EXOTIC ANIMAL/ANIMAL FANCIER PERMIT	**S-092**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**78**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ANIMAL CONTROL	ANIMAL CONTROL OFFICER	EXOTIC ANML INL PR	2.00	$420.24	7	$2,942
		TYPE SUBTOTAL	**2.00**	**$420.24**		**$2,942**
ANIMAL CONTROL	ANIMAL CONTROL OFFICER	EXOT ANML ANNL RN	1.00	$210.12	55	$11,557
		TYPE SUBTOTAL	**1.00**	**$210.12**		**$11,557**
ANIMAL CONTROL	ANIMAL CONTROL OFFICER	ANML FANCR INIT PR	2.00	$420.24	15	$6,304
		TYPE SUBTOTAL	**2.00**	**$420.24**		**$6,304**
ANIMAL CONTROL	ANIMAL CONTROL OFFICER	ANML FANCR ANNL R	1.00	$210.12	1	$210
		TYPE SUBTOTAL	**1.00**	**$210.12**		**$210**
		TOTALS	**6.00**	**$269.38**		**$21,012**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
ANIMAL CONTROL REINSPECTION	**S-093**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ANIMAL CONTROL	REINSPECTION	

DESCRIPTION OF SERVICE

Reinspection of premises to insure correction of previously noted deficiencies.

CURRENT FEE STRUCTURE

$60 per reinspection

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$60.00**	**TOTAL REVENUE:**	**$60**
UNIT COST:	**$210.00**	**TOTAL COST:**	**$210**
UNIT PROFIT (SUBSIDY):	**$(150.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(150)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**28.57%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$210 per reinspection or actual costs for all responding personnel plus any outside costs, as determined by staff.

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
ANIMAL CONTROL REINSPECTION	**S-093**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ANIMAL CONTROL	ANIMAL CONTROL OFFICER		1.00	$210.12	1	$210
		TYPE SUBTOTAL	**1.00**	**$210.12**		**$210**
		TOTALS	**1.00**	**$210.00**		**$210**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
STRAY ANIMAL IMPOUND	**S-094**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ANIMAL CONTROL	ANIMAL	

DESCRIPTION OF SERVICE

Impounding of stray animals.

CURRENT FEE STRUCTURE

First Impound - $35
Second Impound within six months - $70
Third and Subsequent Impounds within six months - $140

Livestock or non-specified animal - $50 minimum

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$35.00**	**TOTAL REVENUE:**	**$35**
UNIT COST:	**$210.00**	**TOTAL COST:**	**$210**
UNIT PROFIT (SUBSIDY):	**$(175.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(175)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**16.67%**

SUGGESTED FEE FOR COST RECOVERY OF: 25%

First Impound - $50
Second Impound within six months - $100
Third and Subsequent Impounds within six months - $200

Non-specified animal - Actual Costs

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
STRAY ANIMAL IMPOUND	**S-094**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ANIMAL CONTROL	ANIMAL CONTROL OFFICER		1.00	$210.12	1	$210
		TYPE SUBTOTAL	**1.00**	**$210.12**		**$210**
		TOTALS	**1.00**	**$210.00**		**$210**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
DEAD ANIMAL PICK-UP ON REQUEST	**S-095**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ANIMAL CONTROL	ANIMAL	

DESCRIPTION OF SERVICE

Pick-up of an owned dead animal on request.

CURRENT FEE STRUCTURE

Licensed Dog:
Less than 80 pounds - $76
80 pounds and above - $91
Unlicensed Dog:
Less than 80 pounds - $91
80 pounds and above - $103
Other animals - $45 minimum
Resident age 60 or more - $17.50

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$91.00**	**TOTAL REVENUE:**	**$91**
UNIT COST:	**$210.00**	**TOTAL COST:**	**$210**
UNIT PROFIT (SUBSIDY):	**$(119.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(119)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**43.33%**

SUGGESTED FEE FOR COST RECOVERY OF: 50%

Licensed Dog:
Less than 80 pounds - $100
80 pounds and above - $120
Unlicensed Dog:
Less than 80 pounds - $120
80 pounds and above - $135
Other animals - $60 minimum
Resident age 60 or more - $25

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
DEAD ANIMAL PICK-UP ON REQUEST	**S-095**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ANIMAL CONTROL	ANIMAL CONTROL OFFICER		1.00	$210.12	1	$210
		TYPE SUBTOTAL	**1.00**	**$210.12**		**$210**
		TOTALS	**1.00**	**$210.00**		**$210**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
HOME QUARANTINE INSPECTION	**S-096**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ANIMAL CONTROL	ANIMAL	

DESCRIPTION OF SERVICE

Inspection of the premises of a required animal home quarantine.

CURRENT FEE STRUCTURE

Unlicensed Dog - $132
Licensed Dog - $120
Other Animal - $50

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$132.00**	**TOTAL REVENUE:**	**$396**
UNIT COST:	**$315.33**	**TOTAL COST:**	**$946**
UNIT PROFIT (SUBSIDY):	**$(183.33)**	**TOTAL PROFIT (SUBSIDY):**	**$(550)**
TOTAL UNITS:	**3**	**PCT. COST RECOVERY:**	**41.86%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Unlicensed Dog - $315
Licensed Dog - $285
Other Animal - $120

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
HOME QUARANTINE INSPECTION	**S-096**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**3**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ANIMAL CONTROL	ANIMAL CONTROL OFFICER		1.50	$315.18	3	$946
		TYPE SUBTOTAL	**1.50**	**$315.18**		**$946**
		TOTALS	**1.50**	**$315.33**		**$946**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
ANIMAL CONTROL SERVICES	**S-097**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
ANIMAL CONTROL	N/A	

DESCRIPTION OF SERVICE

Providing animal control services to the community.

CURRENT FEE STRUCTURE

Various license and shelter fees

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$9,000.00**	**TOTAL REVENUE:**	**$9,000**
UNIT COST:	**$592,402.00**	**TOTAL COST:**	**$592,402**
UNIT PROFIT (SUBSIDY):	**$(583,402.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(583,402)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**1.52%**

SUGGESTED FEE FOR COST RECOVERY OF: 2%

No changes are recommended to these fees

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
ANIMAL CONTROL SERVICES	**S-097**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
ANIMAL CONTROL	ANIMAL CONTROL OFFICER	Remainder Of 1	1,485.50	$312,133.26	1	$312,133
ANIMAL CONTROL		Contract Svcs	0.00	$238,000.00	1	$238,000
ANIMAL CONTROL		Prof Services	0.00	$12,000.00	1	$12,000
ANIMAL CONTROL		Finance License Supp	0.00	$30,268.78	1	$30,269
		TYPE SUBTOTAL	**1,485.50**	**$592,402.04**		**$592,402**
		TOTALS	**1,485.50**	**$592,402.00**		**$592,402**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
GENERAL RECREATION SERVICES	**S-098**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
RECREATION	N/A	

DESCRIPTION OF SERVICE

Providing general Recreation services to the community.

CURRENT FEE STRUCTURE

Various Fees

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$187,000.00**	**TOTAL REVENUE:**	**$187,000**
UNIT COST:	**$1,373,642.00**	**TOTAL COST:**	**$1,373,642**
UNIT PROFIT (SUBSIDY):	**$(1,186,642.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(1,186,642)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**13.61%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

See Appendix F for more detail

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
GENERAL RECREATION SERVICES	**S-098**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
GEN. RECREATION	ADMIN ASSISTANT	80%	1,290.40	$134,717.76	1	$134,718
GEN. RECREATION	ADMIN SUPPORT SPEC I/II	30%	485.10	$82,879.34	1	$82,879
GEN. RECREATION	RECREATION COORD.	20% Of 1	323.42	$64,480.25	1	$64,480
GEN. RECREATION	REC & COMM SVCS MGR	20%	322.60	$95,479.92	1	$95,480
GEN. RECREATION	REC SUPERVISOR	10%	161.30	$35,032.75	1	$35,033
GEN. RECREATION	SR REC SUPERVISOR	10%	161.30	$47,593.18	1	$47,593
GEN. RECREATION	TEMP/PART-TIME	$177,000	12,140.00	$496,283.20	1	$496,283
GEN. RECREATION		Spec Dept Supplies	0.00	$203,000.00	1	$203,000
GEN. RECREATION		Equip Repair/Maint	0.00	$14,000.00	1	$14,000
GEN. RECREATION		Prof Services	0.00	$97,000.00	1	$97,000
GEN. RECREATION		Advertising	0.00	$12,000.00	1	$12,000
YTH/ADULT FITNESS	RECREATION COORD.	10% Of 1	161.76	$27,031.71	1	$27,032
SILLIMAN - AQUATICS	SR REC SUPERVISOR	5%	80.65	$21,273.05	1	$21,273
LICENSED CHILD CARE	REC & COMM SVCS MGR	5%	80.65	$18,447.88	1	$18,448
SENIOR SERVICES	RECREATION COORD.	10% Of 1	161.70	$24,423.17	1	$24,423
		TYPE SUBTOTAL	**15,368.88**	**$1,373,642.21**		**$1,373,642**
		TOTALS	**15,368.88**	**$1,373,642.00**		**$1,373,642**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
YOUTH/ADULT SPORTS/FITNESS	**S-099**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
RECREATION	N/A	

DESCRIPTION OF SERVICE

Providing youth and adult sports and fitness programs to the community.

CURRENT FEE STRUCTURE

Various Fees

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$500,000.00**	**TOTAL REVENUE:**	**$500,000**
UNIT COST:	**$949,685.00**	**TOTAL COST:**	**$949,685**
UNIT PROFIT (SUBSIDY):	**$(449,685.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(449,685)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**52.65%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

See Appendix F for more detail

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
YOUTH/ADULT SPORTS/FITNESS	**S-099**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
GEN. RECREATION	RECREATION COORD.	10% Of 1	161.68	$32,234.14	1	$32,234
YTH/ADULT FITNESS	ADMIN ASSISTANT	10%	161.30	$14,146.01	1	$14,146
YTH/ADULT FITNESS	ADMIN SUPPORT SPEC I/II	10%	161.70	$23,155.44	1	$23,155
YTH/ADULT FITNESS	RECREATION COORD.	90% Of 1	1,455.37	$243,206.88	1	$243,207
YTH/ADULT FITNESS	RECREATION COORD.	27% Of 1	425.05	$71,030.11	1	$71,030
YTH/ADULT FITNESS	REC & COMM SVCS MGR	20%	322.60	$79,840.27	1	$79,840
YTH/ADULT FITNESS	SR REC SUPERVISOR	10%	161.30	$39,797.55	1	$39,798
YTH/ADULT FITNESS	TEMP/PART-TIME	$75,400	5,020.00	$171,182.00	1	$171,182
YTH/ADULT FITNESS		Spec Dept Supplies	0.00	$45,000.00	1	$45,000
YTH/ADULT FITNESS		Prof Services	0.00	$137,000.00	1	$137,000
YTH/ADULT FITNESS		Rents & Leases	0.00	$8,000.00	1	$8,000
SILLIMAN - AQUATICS	SR REC SUPERVISOR	20%	322.60	$85,092.20	1	$85,092
		TYPE SUBTOTAL	**8,191.60**	**$949,684.60**		**$949,685**
		TOTALS	**8,191.60**	**$949,685.00**		**$949,685**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
AQUATICS PROGRAMS	**S-100**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
RECREATION	N/A	

DESCRIPTION OF SERVICE

Providing aquatics programs to the community.

CURRENT FEE STRUCTURE

Various Fees

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$640,000.00**	**TOTAL REVENUE:**	**$640,000**
UNIT COST:	**$3,638,859.00**	**TOTAL COST:**	**$3,638,859**
UNIT PROFIT (SUBSIDY):	**$(2,998,859.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(2,998,859)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**17.59%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

See Appendix F for more detail

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
AQUATICS PROGRAMS	**S-100**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
YTH/ADULT FITNESS	RECREATION COORD.	5% Of 1	80.77	$13,497.47	1	$13,497
SILLIMAN - AQUATICS	AQUATICS COORDINATOR	100%	1,617.00	$276,490.83	1	$276,491
SILLIMAN - AQUATICS	AQUATICS COORDINATOR	100%	1,617.00	$272,771.73	1	$272,772
SILLIMAN - AQUATICS	ADMIN SUPPORT SPEC I/II	60%	970.20	$148,382.39	1	$148,382
SILLIMAN - AQUATICS	RECREATION COORD.	23% Of 1	365.95	$65,314.76	1	$65,315
SILLIMAN - AQUATICS	REC & COMM SVCS MGR	20%	322.60	$85,353.51	1	$85,354
SILLIMAN - AQUATICS	SR REC SUPERVISOR	50%	787.15	$207,626.56	1	$207,627
SILLIMAN - AQUATICS	TEMP/PART-TIME	$968,500	64,560.02	$2,380,973.54	1	$2,380,974
SILLIMAN - AQUATICS		Prof Services	0.00	$13,000.00	1	$13,000
SILLIMAN - AQUATICS		Equip Maint/Repair	0.00	$17,000.00	1	$17,000
SILLIMAN - AQUATICS		Spec Dept Supplies	0.00	$140,000.00	1	$140,000
LICENSED CHILD CARE	REC & COMM SVCS MGR	5%	80.65	$18,447.88	1	$18,448
		TYPE SUBTOTAL	**70,401.34**	**$3,638,858.67**		**$3,638,859**
		TOTALS	**70,401.34**	**$3,638,859.00**		**$3,638,859**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
CHILDCARE SERVICES	**S-101**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
RECREATION	N/A	

DESCRIPTION OF SERVICE

Providing childcare services to the community.

CURRENT FEE STRUCTURE

Various Fees

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$470,000.00**	**TOTAL REVENUE:**	**$470,000**
UNIT COST:	**$986,042.00**	**TOTAL COST:**	**$986,042**
UNIT PROFIT (SUBSIDY):	**$(516,042.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(516,042)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**47.67%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

See Appendix F for more detail

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
CHILDCARE SERVICES	**S-101**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
LICENSED CHILD CARE	ADMIN SUPPORT SPEC I/II (	25%	307.23	$41,002.92	1	$41,003
LICENSED CHILD CARE	CHILD CARE INSTRUCTOR	100% OF 4	6,468.00	$631,794.24	1	$631,794
LICENSED CHILD CARE	LEAD CHILD CARE INSTRUCTO	100%	1,617.00	$180,796.77	1	$180,797
LICENSED CHILD CARE	REC & COMM SVCS MGR	10%	161.30	$36,895.76	1	$36,896
LICENSED CHILD CARE	REC SUPERVISOR	10%	161.30	$27,077.43	1	$27,077
LICENSED CHILD CARE	TEMP/PART-TIME	$23,000	1,500.00	$47,475.00	1	$47,475
LICENSED CHILD CARE		Spec Dept Supplies	0.00	$13,000.00	1	$13,000
LICENSED CHILD CARE		Prof Services	0.00	$8,000.00	1	$8,000
		TYPE SUBTOTAL	**10,214.83**	**$986,042.12**		**$986,042**
		TOTALS	**10,214.83**	**$986,042.00**		**$986,042**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
SENIOR SERVICES	**S-102**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
RECREATION	N/A	

DESCRIPTION OF SERVICE

Providing senior services to the community.

CURRENT FEE STRUCTURE

Various Fees

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$21,000.00**	**TOTAL REVENUE:**	**$21,000**
UNIT COST:	**$594,641.00**	**TOTAL COST:**	**$594,641**
UNIT PROFIT (SUBSIDY):	**$(573,641.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(573,641)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**3.53%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

See Appendix F for more detail

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
SENIOR SERVICES	**S-102**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
GEN. RECREATION	REC SUPERVISOR	10%	161.30	$35,032.75	1	$35,033
SENIOR SERVICES	ADMIN ASSISTANT	10%	161.30	$12,802.38	1	$12,802
SENIOR SERVICES	ADMIN SUPPORT SPEC I/II (	75%	905.52	$118,025.48	1	$118,025
SENIOR SERVICES	RECREATION COORD.	57% Of 1	918.30	$138,700.03	1	$138,700
SENIOR SERVICES	REC & COMM SVCS MGR	20%	322.60	$72,049.48	1	$72,049
SENIOR SERVICES	REC SUPERVISOR	70%	1,129.10	$185,059.49	1	$185,059
SENIOR SERVICES	TEMP/PART-TIME	$5,500	342.00	$10,971.36	1	$10,971
SENIOR SERVICES		Spec Dept Supplies	0.00	$12,000.00	1	$12,000
SENIOR SERVICES		Prof Services	0.00	$10,000.00	1	$10,000
		TYPE SUBTOTAL	**3,940.12**	**$594,640.97**		**$594,641**
		TOTALS	**3,940.12**	**$594,641.00**		**$594,641**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
FACILITY RENTAL	**S-103**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
COMMUNITY SERVICES	N/A	

DESCRIPTION OF SERVICE

Providing facility rentals to the community.

CURRENT FEE STRUCTURE

Various Fees

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$155,000.00**	**TOTAL REVENUE:**	**$155,000**
UNIT COST:	**$175,353.00**	**TOTAL COST:**	**$175,353**
UNIT PROFIT (SUBSIDY):	**$(20,353.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(20,353)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**88.39%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

See Appendix F for more detail

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
FACILITY RENTAL	**S-103**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
SILLIMAN - AQUATICS	RECREATION COORD.	200 Hours	200.00	$35,696.00	1	$35,696
SILLIMAN - AQUATICS	SR REC SUPERVISOR	100 Hours	100.00	$26,377.00	1	$26,377
SILLIMAN - AQUATICS	TEMP/PART-TIME	$4,500	299.98	$11,063.26	1	$11,063
SENIOR SERVICES	RECREATION COORD.	537 Hours	537.00	$81,108.48	1	$81,108
SENIOR SERVICES	TEMP/PART-TIME	$10,500	658.00	$21,108.64	1	$21,109
		TYPE SUBTOTAL	**1,794.98**	**$175,353.38**		**$175,353**
		TOTALS	**1,794.98**	**$175,353.00**		**$175,353**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
BALLFIELD MAINTENANCE/RENTAL	**S-104**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
COMMUNITY SERVICES	N/A	

DESCRIPTION OF SERVICE

Providing ballfield maintenance and rentals to the community.

CURRENT FEE STRUCTURE

Various Fees

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$205,000.00**	**TOTAL REVENUE:**	**$205,000**
UNIT COST:	**$513,111.00**	**TOTAL COST:**	**$513,111**
UNIT PROFIT (SUBSIDY):	**$(308,111.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(308,111)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**39.95%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

See Appendix F for more detail

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
BALLFIELD MAINTENANCE/RENTAL	**S-104**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
YTH/ADULT FITNESS	RECREATION COORD.	60 Hours	60.00	$10,026.60	1	$10,027
YTH/ADULT FITNESS	TEMP/PART-TIME	$15,600	1,040.00	$35,464.00	1	$35,464
PARK & LANDSCAPE	GENERAL LABORER	10% Of 3	485.10	$53,409.51	1	$53,410
PARK & LANDSCAPE	PARK MAINT WORKER I	20% Of 2	646.80	$94,969.64	1	$94,970
PARK & LANDSCAPE	PARK MAINT WORKER II	30% Of 2	970.20	$166,466.92	1	$166,467
PARK & LANDSCAPE	SR PARK MAINT WORKER	25% Of 2	808.50	$152,774.16	1	$152,774
		TYPE SUBTOTAL	**4,010.60**	**$513,110.83**		**$513,111**
		TOTALS	**4,010.60**	**$513,111.00**		**$513,111**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
PARATRANSIT SERVICES	**S-105**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
COMMUNITY SERVICES	N/A	

DESCRIPTION OF SERVICE

Providing Paratransit Dial-A-Ride services to the community.

CURRENT FEE STRUCTURE

None

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$220,000.00**	**TOTAL COST:**	**$220,000**
UNIT PROFIT (SUBSIDY):	**$(220,000.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(220,000)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

See Appendix F for more detail

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
PARATRANSIT SERVICES	**S-105**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
PARATRANSIT		Prof Services	0.00	$220,000.00	1	$220,000
		TYPE SUBTOTAL	**0.00**	**$220,000.00**		**$220,000**
		TOTALS	**0.00**	**$220,000.00**		**$220,000**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
FILM PERMIT	**S-106**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
CITY MANAGER	PERMIT	

DESCRIPTION OF SERVICE

Processing a request to film within the City.

CURRENT FEE STRUCTURE

None

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$844.40**	**TOTAL COST:**	**$4,222**
UNIT PROFIT (SUBSIDY):	**$(844.40)**	**TOTAL PROFIT (SUBSIDY):**	**$(4,222)**
TOTAL UNITS:	**5**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$845 per permit

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
FILM PERMIT	**S-106**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**5**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
CITY MANAGER	ASST TO CITY MGR		5.00	$844.35	5	$4,222
		TYPE SUBTOTAL	**5.00**	**$844.35**		**$4,222**
		TOTALS	**5.00**	**$844.40**		**$4,222**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
NEW BUSINESS LICENSE PROCESSING	**S-107**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
FINANCE	APPLICATION	

DESCRIPTION OF SERVICE

Processing a new business license application.

CURRENT FEE STRUCTURE

$30 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$30.00**	**TOTAL REVENUE:**	**$14,790**
UNIT COST:	**$59.87**	**TOTAL COST:**	**$29,517**
UNIT PROFIT (SUBSIDY):	**$(29.87)**	**TOTAL PROFIT (SUBSIDY):**	**$(14,727)**
TOTAL UNITS:	**493**	**PCT. COST RECOVERY:**	**50.11%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

In-City Business - $125 per application
Out-of-City Business - $32 per application

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
NEW BUSINESS LICENSE PROCESSING	**S-107**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**493**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
FINANCE	ACCOUNTING ASST II		0.25	$32.09	493	$15,820
		TYPE SUBTOTAL	**0.25**	**$32.09**		**$15,820**
PLANNING	ASSOC/SENIOR PLANNER	In-City Business	0.33	$91.31	150	$13,697
		TYPE SUBTOTAL	**0.33**	**$91.31**		**$13,697**
		TOTALS	**0.58**	**$59.87**		**$29,517**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
ANNUAL BUSINESS LICENSE PROCESSING	**S-108**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
FINANCE	RENEWAL	

DESCRIPTION OF SERVICE

Processing of annual business license renewals and database management.

CURRENT FEE STRUCTURE

$30 per renewal

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$30.00**	**TOTAL REVENUE:**	**$74,400**
UNIT COST:	**$32.09**	**TOTAL COST:**	**$79,583**
UNIT PROFIT (SUBSIDY):	**$(2.09)**	**TOTAL PROFIT (SUBSIDY):**	**$(5,183)**
TOTAL UNITS:	**2,480**	**PCT. COST RECOVERY:**	**93.49%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$32 per renewal

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
ANNUAL BUSINESS LICENSE PROCESSING	**S-108**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**2,480**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
FINANCE	ACCOUNTING ASST II		0.25	$32.09	2,480	$79,583
		TYPE SUBTOTAL	**0.25**	**$32.09**		**$79,583**
		TOTALS	**0.25**	**$32.09**		**$79,583**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
CONTRACTOR REGISTRATION	**S-109**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
FINANCE	REGISTRATION	

DESCRIPTION OF SERVICE

Processing and registration of a contractor doing business within the City.

CURRENT FEE STRUCTURE

Annual - $30 per registration
Quarterly - $10 per registration (not to exceed $30)

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$30.00**	**TOTAL REVENUE:**	**$30**
UNIT COST:	**$32.00**	**TOTAL COST:**	**$32**
UNIT PROFIT (SUBSIDY):	**$(2.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(2)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**93.75%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Annual - $32 per registration
Quarterly - $10 per registration (not to exceed $30)

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
CONTRACTOR REGISTRATION	**S-109**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
FINANCE	ACCOUNTING ASST II		0.25	$32.09	1	$32
		TYPE SUBTOTAL	**0.25**	**$32.09**		**$32**
		TOTALS	**0.25**	**$32.00**		**$32**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
BUSINESS LICENSE CHANGE	**S-110**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
FINANCE	LICENSE	

DESCRIPTION OF SERVICE

Processing a change of information to an existing business license.

CURRENT FEE STRUCTURE

$30 per license

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$30.00**	**TOTAL REVENUE:**	**$30**
UNIT COST:	**$32.00**	**TOTAL COST:**	**$32**
UNIT PROFIT (SUBSIDY):	**$(2.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(2)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**93.75%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$32 per license

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
BUSINESS LICENSE CHANGE	**S-110**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
FINANCE	ACCOUNTING ASST II		0.25	$32.09	1	$32
		TYPE SUBTOTAL	**0.25**	**$32.09**		**$32**
		TOTALS	**0.25**	**$32.00**		**$32**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
BUSINESS LICENSE DUPLICATE	**S-111**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
FINANCE	DUPLICATE	

DESCRIPTION OF SERVICE

Providing a duplicate of an existing business license on request.

CURRENT FEE STRUCTURE

$30 per duplicate

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$30.00**	**TOTAL REVENUE:**	**$30**
UNIT COST:	**$10.00**	**TOTAL COST:**	**$10**
UNIT PROFIT (SUBSIDY):	**$20.00**	**TOTAL PROFIT (SUBSIDY):**	**$20**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**300.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$10 per duplicate

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
BUSINESS LICENSE DUPLICATE	**S-111**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
FINANCE	ACCOUNTING ASST II		0.08	$10.27	1	$10
		TYPE SUBTOTAL	**0.08**	**$10.27**		**$10**
		TOTALS	**0.08**	**$10.00**		**$10**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
BUSINESS LICENSE LISTING	**S-112**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
FINANCE	LISTING	

DESCRIPTION OF SERVICE

Providing a listing of new businesses within the City on request.

CURRENT FEE STRUCTURE

$0.10 per page

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**0**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

This fee should be removed from the fee schedule as the service is no longer provided.

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
BUSINESS LICENSE LISTING	**S-112**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**0**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
NSF CHECK PROCESSING	**S-113**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
FINANCE	NSF CHECK	

DESCRIPTION OF SERVICE

Processing a check returned for insufficient funds.

CURRENT FEE STRUCTURE

First occurrence - $25
Subsequent occurrences - $35

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$25.00**	**TOTAL REVENUE:**	**$275**
UNIT COST:	**$101.73**	**TOTAL COST:**	**$1,119**
UNIT PROFIT (SUBSIDY):	**$(76.73)**	**TOTAL PROFIT (SUBSIDY):**	**$(844)**
TOTAL UNITS:	**11**	**PCT. COST RECOVERY:**	**24.58%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$100 per NSF Check

Government Code section 6157 allows for full cost recovery for public agencies.

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
NSF CHECK PROCESSING	**S-113**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**11**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
FINANCE	ACCOUNTANT		0.25	$37.59	11	$413
FINANCE	ACCOUNTING ASST II		0.50	$64.17	11	$706
		TYPE SUBTOTAL	**0.75**	**$101.76**		**$1,119**
		TOTALS	**0.75**	**$101.73**		**$1,119**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
DOCUMENT REPRODUCTION	**S-114**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
CITY CLERK	COPY	

DESCRIPTION OF SERVICE

Providing copies of City documents on request.

CURRENT FEE STRUCTURE

Letter or Legal:
Black & White - $0.10 per page
Color - $0.25 per page
11x17:
Black & White - $0.25 per page
Color - $0.50 per page

FPPC Documents - $0.10 per page (limited by state law)

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$2.00**	**TOTAL COST:**	**$2**
UNIT PROFIT (SUBSIDY):	**$(2.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(2)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 0%

First 10 pages - No Charge
Each subsequent page after 10 pages:
Letter or Legal:
Black & White - $0.20 per page
Color - $0.50 per page
11x17:
Black & White - $0.35 per page
Color - $0.60 per page

FPPC Documents - $0.10 per page (limited by state law)

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
DOCUMENT REPRODUCTION	**S-114**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
CITY CLERK	CITY CLERK		0.01	$2.17	1	$2
		TYPE SUBTOTAL	**0.01**	**$2.17**		**$2**
		TOTALS	**0.01**	**$2.00**		**$2**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
DOCUMENT CERTIFICATION	**S-115**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
CITY CLERK	DOCUMENT	

DESCRIPTION OF SERVICE

Certification of a City document on request.

CURRENT FEE STRUCTURE

$8 per document

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$8.00**	**TOTAL REVENUE:**	**$40**
UNIT COST:	**$36.80**	**TOTAL COST:**	**$184**
UNIT PROFIT (SUBSIDY):	**$(28.80)**	**TOTAL PROFIT (SUBSIDY):**	**$(144)**
TOTAL UNITS:	**5**	**PCT. COST RECOVERY:**	**21.74%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$35 per document

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CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
DOCUMENT CERTIFICATION	**S-115**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**5**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
CITY CLERK	CITY CLERK		0.17	$36.88	5	$184
		TYPE SUBTOTAL	**0.17**	**$36.88**		**$184**
		TOTALS	**0.17**	**$36.80**		**$184**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
ELECTRONIC FILE COPY	**S-116**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
CITY CLERK	DEVICE	

DESCRIPTION OF SERVICE

Providing electronic copies of City documents on request.

CURRENT FEE STRUCTURE

$5 per disk

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$5.00**	**TOTAL REVENUE:**	**$5**
UNIT COST:	**$7.00**	**TOTAL COST:**	**$7**
UNIT PROFIT (SUBSIDY):	**$(2.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(2)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**71.43%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$10 per device

November 27, 2023

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
ELECTRONIC FILE COPY	**S-116**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
CITY CLERK	CITY CLERK		0.03	$6.51	1	$7
		TYPE SUBTOTAL	**0.03**	**$6.51**		**$7**
		TOTALS	**0.03**	**$7.00**		**$7**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
CIVIL SUBPOENA	**S-117**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
CITY CLERK	SUBPOENA	

DESCRIPTION OF SERVICE

Responding to a civil subpoena for witness or documents.

CURRENT FEE STRUCTURE

Fees are set by the Courts:

Employee Deposition/Witness - $275 Deposit with Actual Costs
Records - $15

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$0.00**	**TOTAL REVENUE:**	**$0**
UNIT COST:	**$0.00**	**TOTAL COST:**	**$0**
UNIT PROFIT (SUBSIDY):	**$0.00**	**TOTAL PROFIT (SUBSIDY):**	**$0**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**0.00%**

SUGGESTED FEE FOR COST RECOVERY OF: 100%

Fees are set by the Courts:

Employee Deposition/Witness - $275 Deposit with Actual Costs
Records - $15

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
CIVIL SUBPOENA	**S-117**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
			0.00	$0.00	0	$0
		TYPE SUBTOTAL	**0.00**	**$0.00**		**$0**
		TOTALS	**0.00**	**$0.00**		**$0**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
BINGO PERMIT	**S-118**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
CITY CLERK	PERMIT	

DESCRIPTION OF SERVICE

Processing a request for a bingo game within the City.

CURRENT FEE STRUCTURE

$50 per permit (fee is limited by State law)

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$50.00**	**TOTAL REVENUE:**	**$200**
UNIT COST:	**$645.50**	**TOTAL COST:**	**$2,582**
UNIT PROFIT (SUBSIDY):	**$(595.50)**	**TOTAL PROFIT (SUBSIDY):**	**$(2,382)**
TOTAL UNITS:	**4**	**PCT. COST RECOVERY:**	**7.75%**

SUGGESTED FEE FOR COST RECOVERY OF: 10%

$50 per permit (fee is limited by State law)

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
BINGO PERMIT	**S-118**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**4**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
FINANCE	ACCOUNTING ASST II		0.17	$21.82	4	$87
		TYPE SUBTOTAL	**0.17**	**$21.82**		**$87**
CITY CLERK	CITY CLERK	New	10.00	$2,169.50	1	$2,170
		TYPE SUBTOTAL	**10.00**	**$2,169.50**		**$2,170**
CITY CLERK	CITY CLERK	Renewal	0.50	$108.48	3	$325
		TYPE SUBTOTAL	**0.50**	**$108.48**		**$325**
		TOTALS	**10.67**	**$645.50**		**$2,582**

CITY OF NEWARK
REVENUE AND COST SUMMARY WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
INITIATIVE PETITION	**S-119**

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
CITY CLERK	PETITION	

DESCRIPTION OF SERVICE

Processing and review of a local initiative petition.

CURRENT FEE STRUCTURE

$200 per petition

REVENUE AND COST COMPARISON

UNIT REVENUE:	**$200.00**	**TOTAL REVENUE:**	**$200**
UNIT COST:	**$1,085.00**	**TOTAL COST:**	**$1,085**
UNIT PROFIT (SUBSIDY):	**$(885.00)**	**TOTAL PROFIT (SUBSIDY):**	**$(885)**
TOTAL UNITS:	**1**	**PCT. COST RECOVERY:**	**18.43%**

SUGGESTED FEE FOR COST RECOVERY OF: 20%

Fee is limited by State law (Elections Code Section 9202(a)):

$200 per initiative, refunded if within one year of filing the notice of intent, the elections official certifies the sufficiency of the petition.

CITY OF NEWARK
COST DETAIL WORKSHEET
FY 2022/23

SERVICE	REFERENCE NO.
INITIATIVE PETITION	**S-119**
NOTE	**TOTAL UNITS**
Unit Costs are an Average of Total Units	**1**

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
CITY CLERK	CITY CLERK		5.00	$1,084.75	1	$1,085
		TYPE SUBTOTAL	**5.00**	**$1,084.75**		**$1,085**
		TOTALS	**5.00**	**$1,085.00**		**$1,085**

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APPENDIX C – BUILDING FEES

CITY OF NEWARK
BUILDING & SAFETY FEE SCHEDULE
BUILDING PERMIT & PLAN CHECK FEES

CURRENT SERVICE	CURRENT FEE
BUILDING CONSTRUCTION INSPECTION/PERMITS	
Permit Issuance	$95.00
Building Permit Up To $8,000 Valuation	$156.00
Building Permit $8,001-$25,000 Valuation	$156 + $12 for each $1,000 over $1,000
Building Permit $25,001-$50,000 Valuation	$360 + $9.50 for each $1,000 over $25,000
Building Permit $50,001-$100,000 Valuation	$597.50 + $7.50 for each $1,000 over $50,000
Building Permit $100,001-$500,000 Valuation	$972.50 + $5.50 for each $1,000 over $100,000
Building Permit $500,001-$1,000,000 Valuation	$3,172.50 + $4.50 for each $1,000 over $500,000
Building Permit Over $1,000,000 Valuation	$5,455.50 + $3.50 for each $1,000 over $1,000,000
BUILDING PLAN CHECKING	
Building Permit Up To $8,000 Valuation	$132.60
Building Permit $8,001-$25,000 Valuation	$132.60 + $10.20 for each $1,000 over $1,000
Building Permit $25,001-$50,000 Valuation	$306 + $8.08 for each $1,000 over $25,000
Building Permit $50,001-$100,000 Valuation	$507.88 + $6.38 for each $1,000 over $50,000
Building Permit $100,001-$500,000 Valuation	$826.63 + $4.68 for each $1,000 over $100,000
Building Permit $500,001-$1,000,000 Valuation	$2,696.63 + $3.83 for each $1,000 over $500,000
Building Permit Over $1,000,000 Valuation	$4,637.18 + $2.98 for each $1,000 over $1,000,000
Plan Re-Check	Hourly Rate
Other Plan Checks not specified	Hourly Rate
CASP Application and Evaluation	Hourly Rate
Safety Inspection	Hourly Rate
Inspection of Unpermitted Work	Hourly Rate
Re-Inspections/Other Services not specified	Hourly Rate
After Hours Inspection	Hourly Rate

PROPOSED SERVICE	PROPOSED FEE
BUILDING CONSTRUCTION INSPECTION/PERMITS	
Permit Issuance	**$93.00**
Building Permit Up To $2,000 Valuation	**$281.00**
Building Permit $2,001-$20,000 Valuation	**$281 + $22.50 for each $1,000 over $2,000**
Building Permit $20,001-$50,000 Valuation	**$686 + $2.50 for each $1,000 over $20,000**
Building Permit $50,001-$75,000 Valuation	**$761 + $9.75 for each $1,000 over $50,000**
Building Permit $75,001-$100,000 Valuation	**$1,005 + $20 for each $1,000 over $75,000**
Building Permit $100,001-$500,000 Valuation	**$1,505 + $4 for each $1,000 over $100,000**
Building Permit $500,001-$1,000,000 Valuation	**$3,105 + $6.50 for each $1,000 over $500,000**
Building Permit $1,000,001-$2,000,000 Valuation	**$6,355 + $1.50 for each $1,000 over $1,000,000**
Building Permit Over $2,000,000 Valuation	**$7,855 + $1.50 for each $1,000 over $2,000,000**
BUILDING PLAN CHECKING	
Building Plan Up To $2,000 Valuation	**$115.00**
Building Plan $2,001-$20,000 Valuation	**$115 + $13 for each $1,000 over $2,000**
Building Plan $20,001-$50,000 Valuation	**$349 + $5.75 for each $1,000 over $20,000**
Building Plan $50,001-$75,000 Valuation	**$522 + $39 for each $1,000 over $50,000**
Building Plan $75,001-$100,000 Valuation	**$1,497 + $8 for each $1,000 over $75,000**
Building Plan $100,001-$500,000 Valuation	**$1,697 + $3.25 for each $1,000 over $100,000**
Building Plan $500,001-$1,000,000 Valuation	**$2,997 + $2.50 for each $1,000 over $500,000**
Building Plan $1,000,001-$2,000,000 Valuation	**$4,247 + $1.50 for each $1,000 over $1,000,000**
Building Plan Over $2,000,000 Valuation	**$5,747 + $1 for each $1,000 over $2,000,000**
Plan Re-Check	**Hourly Rate**
Other Plan Checks not specified	**Hourly Rate**
CASP Application and Evaluation	**Hourly Rate**
Safety Inspection	**Hourly Rate**
Inspection of Unpermitted Work	**Hourly Rate**
Re-Inspections/Other Services not specified	**Hourly Rate**
After Hours Inspection	**Hourly Rate (4 hour minimum)**

CITY OF NEWARK
BUILDING & SAFETY FEE SCHEDULE
GRADING PERMIT & PLAN CHECK FEES

	PROPOSED FEE
ROUGH GRADING CONSTRUCTION INSPECTION/PERMITS	
Grading Permit Up to 20 CY	**$777.00**
Grading Permit 21-500 CY	**$777 + $13 for each 10 CY over 20 CY**
Grading Permit 501-1,000 CY	**$1,401 + $120 for each 100 CY over 500 CY**
Grading Permit 1,001-10,000 CY	**$2,001 + $381 for each 1,000 CY over 1,000 CY**
Grading Permit 10,001-100,000 CY	**$5,430 + $24 for each 1,000 CY over 10,000 CY**
Grading Permit over 100,000 CY	**$7,590 + $24 for each 1,000 CY over 100,000 CY**
ROUGH GRADING PLAN CHECKING	
Grading Plan Check Up to 20 CY	**$449.00**
Grading Plan Check 21-500 CY	**$449.00**
Grading Plan Check 501-1,000 CY	**$449 + $67 for each 100 CY over 500 CY**
Grading Plan Check 1,001-10,000 CY	**$784 + $13 for each 1,000 CY over 1,000 CY**
Grading Plan Check 10,001-100,000 CY	**$901 + $7.50 for each 1,000 CY over 10,000 CY**
Grading Plan Check over 100,000 CY	**$1,576 + $7.50 for each 1,000 CY over 100,000 CY**
FINAL GRADING CONSTRUCTION INSPECTION/PERMITS	
Grading/Utilities/Site Work with no Esub or TIP	**$3,012.00**
Grading with TIP	**$1,655.00**
Grading with Esub	**$2,082.00**
FINAL GRADING PLAN CHECKING	
Grading/Utilities/Site Work with no Esub or TIP	**$4,189.00**
Grading with TIP	**$681.00**
Grading with Esub	**$898.00**

Description	Unit	ON-SITE INSPECTOR	DRIVE TIME INSPECTOR	BLDG PRMT TECH I	PLANS EXAMINER	TOTAL COSTS	CURRENT FEE	NOTES
Standard Hourly Rate		$250.87	$250.87	$186.37	$231.56			
Spa or Hot Tub Built-in	each	1.33	0.66	0.50	1.00	$823.98		COMBO
Spa or Hot Tub Portable	each	0.66	0.33	0.50	0.33	$417.96		COMBO
Sauna - steam	each	1.00	0.50	0.50	0.50	$585.27		COMBO
Swimming Pool Incl plumb/elec								
Above Ground/Vinyl	each	0.33	0.16	0.50	0.50	$331.89		COMBO
Fiberglass in ground	each	1.50	0.75	0.50	1.00	$889.20		COMBO
Private Gunite		2.00	1.00	0.67	1.50	$1,224.82		COMBO
Public Gunite-per longest dimension		2.50	1.25	0.67	2.00	$1,528.75		COMBO
Permit Issuance				0.50		$93.19		
Demolition Permit								
without utilities		0.33	0.16	1.00	0.50	$425.08		
with utilities		1.33	0.66	1.00	0.50	$801.38		
MECHANICAL PERMIT FEES								
Stand Alone Mechanical Plan Check					1.00	$231.56		
Permit Processing				0.33		$61.50		
Furnaces forced air or gravity, incl ducts & vents		1.00	0.50			$376.31		
Heater (Wall, Suspended, or Floor)		0.50	0.50	0.33		$312.37		
HVAC Combination Units								
up to 100,000 BTU/h		1.00	0.50	0.33		$437.81		
over 100,000 BTU/h		1.50	0.75	0.33		$625.96		
Appliance Vent		0.25	0.25	0.33		$186.94		
Repair/Additions to systems		0.50	0.25	0.33		$249.65		
Boilers, Compressors, Absorption Systems								
up to 3 HP/100,000 BTU/hr		0.25	0.25			$125.44		
over 3HP/100,000 to 15 HP/500,000 BTU/hr		0.25	0.25			$125.44		
over 15HP/500,000 to 30 HP/1,000,000 BTU/hr		0.33	0.25			$145.50		
over 30HP/1,000,000 to 50 HP/1,750,000 BTU/hr		0.33	0.25			$145.50		
over 50 HP/1,750,000 BTU/hr		0.50	0.25			$188.15		
Air Handler w/ducts to 10,000 CFM		0.66	0.50	0.50		$384.19		
over 10,000 CFM		2.00	0.50	0.50		$720.36		
Evaporative Cooler		0.25	0.25	0.50		$218.62		
Make-up Air System		0.33	0.25	0.50		$238.69		
Moisture Exhaust Duct (Clothes Dryer)		0.17	0.25	0.50		$198.55		
Variable Air Volume Box (Including Duct Work)		0.42	0.25	0.50		$261.27		
Ventilation or Exhaust Fan (Single Duct) - each		0.08	0.25	0.50		$175.97		
Kitchen Stove Hood incl Duct (Residential)		0.08	0.25	0.50		$175.97		
Exhaust Hood - Type I (Commercial Grease Hood)		1.34	0.75	0.66		$647.32		
Exhaust Hood - Type II (Commercial Steam Hood)		0.67	0.50	0.66		$416.52		
Incinerator, commercial		1.33	0.75	0.66		$644.81		
Refrigerator Condenser, remote		0.58	0.50	0.33		$332.44		
Walk-in Box / Refrigerator		0.58	0.50	0.66		$393.94		
Gas System (up to 4 outlets)		0.67	0.50	0.33		$355.02		
each additional outlet		0.02				$5.02		
Other Mechanical Inspections (per hour)		1.00				$250.87		
PLUMBING PERMIT FEES								
Stand Alone Plumbing Plan Check					1.00	$231.56		
Plumbing Permit Issuance				0.33		$61.50		
Plumbing Fixture or Trap		0.25	0.25			$125.44		
Building Sewer		0.25	0.25			$125.44		
Grease Trap		0.50	0.50	0.50		$344.06		
Industrial Interceptor incl drain and vent		1.50	0.75	0.50		$657.64		
Ejector Pump		0.25	0.25	0.50		$218.62		
Backflow Preventer		0.25	0.25	0.50		$218.62		
Roof Drain - Rainwater System per building		0.50	0.25	0.50		$281.34		
Water Heater incl vent		0.25	0.25	0.50		$218.62		
Water Heater Relocation		0.33	0.16	0.50		$216.11		
Water Heater - Tankless		0.33	0.16	0.50		$216.11		
Water Heather Self-Inspection Sticker				0.25		$46.59		
Gas System 1-10 outlets		0.50	0.25			$188.15		
each add'l outlet		0.05				$12.54		
Water Pipe Installation/Alteration/Repair/Water Treatment		0.50	0.50			$250.87		
Drain-Vent Repair / Alterations		0.25	0.25			$125.44		
Medical Gas System (Each Outlet)		0.33	0.50			$208.22		
Above Ground Water Storage Tanks 0 to 500 gallons		0.25	0.25			$125.44		
over 500 gallons		0.50	0.25			$188.15		
Solar water panels		0.50	0.25			$188.15		
Water Softener		0.33	0.25			$145.50		
Private Sewage disposal system								
Septic tank		1.00	0.75			$439.02		
Other Plumbing and Gas Inspections (per hour)		1.00				$250.87		

Description	Unit	ON-SITE INSPECTOR	DRIVE TIME INSPECTOR	BLDG PRMT TECH I	PLANS EXAMINER	TOTAL COSTS	CURRENT FEE	NOTES
Process Piping								
Vacuum		1.00				$250.87		
Hazardous materials		1.50				$376.31		
Compressed air		1.00				$250.87		
ELECTRICAL PERMIT FEES								
Stand Alone Electrical Plan Check					1.00	$231.56		
Other Electrical Inspections (per hour)		1.00				$250.87		
Permit Processing				0.50		$93.19		
Annual Electrical Maintenance Permit		2.00	0.50	1.00		$813.55	250.00	self-inspection review for companies with their own electrical staff
Services (up to 600 volts) 0 to100 Amps		1.00	0.33			$333.66		
101 to 200 Amps		1.00	0.33			$333.66		
201 to 400 Amps		1.00	0.33			$333.66		
401 to 800 Amps		1.50	0.50			$501.74		
801 to 1600 Amps		2.00	0.50			$627.18		
over 1600 Amps		3.00	0.50			$878.05		
Services (over 600 volts) 0 to 400 Amps		1.50	0.50			$501.74		
401 to 800 Amps		1.50	0.50			$501.74		
over 800 Amps		2.00	0.50			$627.18		
Subpanels 0 to 100 Amps		0.33	0.16			$122.93		
101 to 225 Amps		0.33	0.16			$122.93		
226 to 400 Amps		0.33	0.16			$122.93		
401 to 800 Amps		0.50	0.16			$165.57		
over 800 Amps		1.00	0.33			$333.66		
Individual Circuit 15 to 40 Amp		0.33	0.16			$122.93		
50 to 175 Amps		0.33	0.16			$122.93		
200 Amps and larger circuits		0.33	0.16			$122.93		
Temporary Service (each)		0.50	0.16			$165.57		
Temporary Pole (each pole over 5 poles)		0.25	0.16			$102.86		
Outdoor Lighting, Pole mounted, 1 to 2 units		1.00	0.33			$333.66		
each additional 2 units		0.50	0.16			$165.57		
Outdoor Lighting, Mounted on Building, vapor, halide, high intensity								
First Five Units		0.33	0.16			$122.93		
Each additional unit over 5		0.33				$82.79		
Lighting/Receptacles: flat rate per 1,000 s.f								
Garage, Warehouse, Accessory		0.66	0.33			$248.36		
Office, Assembly, Restaurant, Residential		0.66	0.33			$248.36		
Assembly, Schools, Churches, Nursing Homes		1.00	0.33			$333.66		
Dining, Hospital, convalescent Hospitals, 3 Story R1		1.00	0.33			$333.66		
Receptacles, Lights, Switches (first 20)		0.66	0.16			$205.71		either/or with sq ft fees
Receptacles, Lights, Switches each over 20		0.08				$20.07		
Busways								
Trolly & plug-in-type, each 100 feet or fraction		1.00	0.33			$333.66		
Spa--in ground		0.66	0.33			$248.36		
Swimming Pool--in ground		1.00	0.33			$333.66		
Solar Photovoltaic Systems								
Ground Mounted Racks						USE STATE FEES		
Roof Mounted Racks 1 to 3 panels						$0.00		
Roof Mounted Racks 4 to 10 panels						$0.00		
Roof Mounted Racks over 10 panels						$0.00		
Inverter, batteries, components						$0.00		
Motor, Transformer, Heater, Compressor, Generator-Each								
up to 1 HP/KW/KVA		0.66	0.33			$248.36		
2 to 10 HP/KW/KVA		0.66	0.33			$248.36		
11 to 50 HP/KW/KVA		1.33	0.50			$459.09		
51 to 100 HP/KW/KVA		2.00	0.66			$667.31		
Over 100 HP/KW/KVA		2.50	0.66			$792.75		
Miscellaneous Apparatus, Conduits and Conductors		0.33	0.16			$122.93		

			Admin	review	approval	
C&D admin Green Halo						50.00
C&D Admin non			0.50	0.50	0.50	276.93

CITY OF NEWARK
WORKSHEET FOR SERVICE TIME (IN MINUTES), BY STAFF POSITION, BY STEP
FISCAL YEAR 2022-2023

BURDENED HOURLY RATE	$231.56	$250.87	$186.37	
TASKS	PLAN CHECK	INSPECTION	PERMIT TECH	TOTAL TIME

PERMIT ISSUANCE

TOTAL HOURS	0.00	0.00	0.50	0.50
TOTAL COST	$0.00	$0.00	$93.19	$93.19
SUGGESTED FEE				**$93**

PERMIT ISSUANCE- WITH PLAN CHECK
(P/C routing time and permit issuance time)

TOTAL HOURS	0.00	0.00	1.00	1.00
TOTAL COST	$0.00	$0.00	$186.37	$186.37
SUGGESTED FEE				**$186**

DRIVE TIME = 15 MINUTES

BUILDING PLAN CHECK & PERMIT ($2,000)

TOTAL HOURS	0.50	0.75	0.50	1.75
TOTAL COST	$115.78	$188.15	$93.19	$397.12
SUGGESTED FEE				**$397**

BUILDING PLAN CHECK & PERMIT ($20,000)

TOTAL HOURS	1.50	2.00	1.00	4.50
TOTAL COST	$347.34	$501.74	$186.37	$1,035.45
SUGGESTED FEE				**$1,036**

2 reviews

BUILDING PLAN CHECK & PERMIT ($50,000)
e.g. bathroom/kitchen update 1 room

TOTAL HOURS	0.75	1.50	0.50	2.75
TOTAL COST	$173.67	$376.31	$93.19	$643.17
SUGGESTED FEE				**$643**

2 reviews

CITY OF NEWARK
WORKSHEET FOR SERVICE TIME (IN MINUTES), BY STAFF POSITION, BY STEP
FISCAL YEAR 2022-2023

BURDENED HOURLY RATE	$231.56	$250.87	$186.37	
TASKS	**PLAN CHECK**	**INSPECTION**	**PERMIT TECH**	**TOTAL TIME**

BUILDING PLAN CHECK & PERMIT ($50,000) e.g. bathroom/kitchen remodel

TOTAL HOURS	1.50	2.50	0.50	4.50
TOTAL COST	$347.34	$627.18	$93.19	$1,067.71
SUGGESTED FEE				**$1,068**

BUILDING PLAN CHECK & PERMIT ($75,000)
e.g. kitchen remodel/relocation, interior alterations

TOTAL HOURS	4.50	4.00	0.50	9.00
TOTAL COST	$1,042.02	$1,003.48	$93.19	$2,138.69
SUGGESTED FEE				**$2,139**

3 reviews

BUILDING PLAN CHECK & PERMIT ($100,000)
e.g. interior/exterior modifications, interior alterations, small additions

TOTAL HOURS	7.33	6.00	0.50	13.83
TOTAL COST	$1,697.33	$1,505.22	$93.19	$3,295.74
SUGGESTED FEE				**$3,296**

3 reviews

BUILDING PLAN CHECK & PERMIT ($250,000)

TOTAL HOURS	11.00	7.00	1.00	19.00
TOTAL COST	$2,547.16	$1,756.09	$186.37	$4,489.62
SUGGESTED FEE				**$4,490**

3 reviews

BUILDING PLAN CHECK & PERMIT ($500,000)

TOTAL HOURS	13.00	12.50	1.00	26.50
TOTAL COST	$3,010.28	$3,135.88	$186.37	$6,332.53
SUGGESTED FEE				**$6,333**

3 reviews

CITY OF NEWARK
WORKSHEET FOR SERVICE TIME (IN MINUTES), BY STAFF POSITION, BY STEP
FISCAL YEAR 2022-2023

BURDENED HOURLY RATE	$231.56	$250.87	$186.37	
TASKS	**PLAN CHECK**	**INSPECTION**	**PERMIT TECH**	**TOTAL TIME**

BUILDING PLAN CHECK & PERMIT ($750,000)

TOTAL HOURS	14.67	18.75	1.50	34.92
TOTAL COST	$3,396.99	$4,703.81	$279.56	$8,380.36
SUGGESTED FEE				**$8,380**

3 reviews

BUILDING PLAN CHECK & PERMIT ($1,000,000)

TOTAL HOURS	18.50	25.00	1.50	45.00
TOTAL COST	$4,283.86	$6,271.75	$279.56	$10,835.17
SUGGESTED FEE				**$10,835**

BUILDING PLAN CHECK & PERMIT ($2,000,000)

TOTAL HOURS	24.33	31.25	1.50	57.08
TOTAL COST	$5,633.85	$7,839.69	$279.56	$13,753.10
SUGGESTED FEE				**$13,753**

3 reviews

BUILDING PLAN CHECK & PERMIT (OVER $2 MIL) EACH ADD'L $100,000

TOTAL HOURS	1.83	1.50	0.50	3.83
TOTAL COST	$423.75	$376.31	$93.19	$893.25
SUGGESTED FEE				**$893**

3 reviews

CITY OF NEWARK
WORKSHEET FOR SERVICE TIME (IN MINUTES), BY STAFF POSITION, BY STEP
FISCAL YEAR 2022-2023

				Assoc/Junior Eng		
BURDENED HOURLY RATE	$231.56	$250.87	$186.37	$217.55	$213.87	

Grading will include Drainage and Shoring Drive time is 15 minutes

TASKS	PLAN CHECK	INSPECTION	PERMIT TECH	Engineering P/C	Enginnering Inspection	TOTAL TIME
Early GRADING - 20 CY						
TOTAL HOURS	1.00	1.50	1.00	1.00	1.00	5.50
TOTAL COST	$231.56	$376.31	$186.37	$217.55	$213.87	$1,225.66
SUGGESTED FEE						**$1,226**
Early GRADING - 500 CY						
TOTAL HOURS	1.00	4.00	1.00	1.00	1.00	8.00
TOTAL COST	$231.56	$1,003.48	$186.37	$217.55	$213.87	$1,852.83
SUGGESTED FEE						**$1,853**
Early GRADING - 1,000 CY						
TOTAL HOURS	1.50	6.00	1.50	2.00	1.00	12.00
TOTAL COST	$347.34	$1,505.22	$0.00	$435.10	$213.87	$2,501.53
SUGGESTED FEE						**$2,502**
Early GRADING - 10,000 CY						
TOTAL HOURS	2.00	12.00	1.50	2.00	10.00	27.50
TOTAL COST	$463.12	$3,010.44	$279.56	$435.10	$2,138.70	$6,326.92
SUGGESTED FEE						**$6,327**
Early GRADING - 100,000 CY						
TOTAL HOURS	4.00	16.50	1.50	3.00	15.00	40.00
TOTAL COST	$926.24	$4,139.36	$279.56	$652.65	$3,208.05	$9,205.86
SUGGESTED FEE						**$9,206**
Early GRADING - ADD'L 10,000 CY OVER 100,000 CY						
TOTAL HOURS	1.00	0.50	2.00	3.00	1.00	7.50
TOTAL COST	$231.56	$125.44	$372.74	$652.65	$213.87	$1,596.26
SUGGESTED FEE						**$1,596**

CITY OF NEWARK
WORKSHEET FOR SERVICE TIME (IN MINUTES), BY STAFF POSITION, BY STEP
FISCAL YEAR 2022-2023

				Assoc/Junior Eng		
BURDENED HOURLY RATE	$231.56	$250.87	$186.37	$217.55	$213.87	

Grading will include Drainage and Shoring Drive time is 15 minutes

TASKS	PLAN CHECK	INSPECTION	PERMIT TECH	Engineering P/C	Enginnering Inspection	TOTAL TIME
Grading/Utilities/Site Work no Esub or TIP						
TOTAL HOURS	4.00	7.00	1.00	15.00	5.00	32.00
TOTAL COST	$926.24	$1,756.09	$186.37	$3,263.25	$1,069.35	$7,201.30
SUGGESTED FEE						**$7,201**
Grading with TIP						
TOTAL HOURS	2.00	5.00	1.00	1.00	1.00	10.00
TOTAL COST	$463.12	$1,254.35	$186.37	$217.55	$213.87	$2,335.26
SUGGESTED FEE						**$2,335**
Grading with Esub						
TOTAL HOURS	2.00	5.00	1.00	2.00	3.00	13.00
TOTAL COST	$463.12	$1,254.35	$186.37	$435.10	$641.61	$2,980.55
SUGGESTED FEE						**$2,981**

APPENDIX D – ENGINEERING FEES

CITY OF NEWARK
DEVELOPMENT ENGINEERING FEE DETAIL

150%

Service	Current Fees	Proposed Fees
Reproduction Work		
Large Format Copier / Blueline	1-5 Sheets Add'l.	1-5 Sheets Add'l.
18" x 24" sheets	2 1	2 1
24" x 36" sheets	4 2	4 2
30" x 42" sheets	6 3	6 3
36" x 48" sheets	8 4	8 4
Photocopies	See I.C.1.	See I.C.1.
Standard Details Plan Set	$7.50	$7.50
Street/Easement Vacation	$2,000	$3,000
Assessment Splits		
Amended Assessment Diagram Check	$500	$750
New Assessment Segregation	$250 each new assessment up to a maximum of $1,100	$375 each new assessment
Recordation		
Document	$15 first page plus $7 each additional page	$15 first page plus $7 each additional page
Map	$12 first sheet plus $4 each additional page	$12 first sheet plus $4 each additional page
Plans and Specifications	$20-$150	$20-$150
Services by Others (Soil Testing, etc.)	Actual invoiced cost plus 10%	Actual invoiced cost plus 10%
Tentative Tract Map		
Plan Check	$3,500 plus $75/lot	Included in Planning Fees
Plan Check – Condominiums	$3,500 plus $75/unit	Included in Planning Fees
Tentative Parcel Map Check		
Commercial/Industrial	$2,000 plus $30/lot	Included in Planning Fees
Residential	$2,000 plus $60/lot	Included in Planning Fees
Tentative Map Time Extension	$1,100	Included in Planning Fees
Record Map Check (Tract or Parcel)		
Commercial/Industrial	$2,000 plus $30/lot	Included in Planning Fees
Residential	$2,000 plus $60/lot	Included in Planning Fees
Certificate of Correction for Record Maps	$500	Included in Planning Fees
Certificate of Map Act Compliance	$100	Included in Planning Fees
Request for Parcel Map Waiver	$1,100	Included in Planning Fees
Request for Lot Line Adjustments	$2,000	Included in Planning Fees
Improvement Review and Inspection - one to three reviews (including grading in current or future streets)		
By Outside Consultant		Cost plus 25%
By Staff		
Permit	$110	$165
Up to 100,000	10.5% of construction costs	15.0 % of construction costs
100,001 – 500,000	$10,500 plus 9.5% costs over $100,000	$15,000 plus 12.5 % costs over $100,000
500,001 – 2,000,000	$48,500 plus 8.5% costs over $500,000	$65,000 plus 9.0% costs over $500,000
2,000,001 – 5,000,000	$176,000 plus 7.5% costs over $2,000,000	$200,000 plus 8.0% costs over $2,000,000
Above 5,000,000	$401,000 plus 6.5% costs over $5,000,000	$440,000 plus 6.5% costs over $5,000,000

CITY OF NEWARK
DEVELOPMENT ENGINEERING FEE DETAIL

150%

Service	Current Fees	Proposed Fees
Encroachment Permit Non-Subdivision Review and Inspection - one to three reviews		
By Outside Consultant		Cost plus 25%
By Staff		
Permit	$110	$165
Up to 100,000	10.5% of construction costs	15.0 % of construction costs
100,001 – 500,000	$10,500 plus 9.5% costs over $100,000	$15,000 plus 12.5 % costs over $100,000
500,001 – 2,000,000	$48,500 plus 8.5% costs over $500,000	$65,000 plus 9.0% costs over $500,000
2,000,001 – 5,000,000	$176,000 plus 7.5% costs over $2,000,000	$200,000 plus 8.0% costs over $2,000,000
Above 5,000,000	$401,000 plus 6.5% costs over $5,000,000	$440,000 plus 6.5% costs over $5,000,000
For fourth and subsequent review of plans for the same project		
By outside consultant	Cost plus 25%	Cost plus 25%
By staff	Labor cost plus 100%	Charge Fully Allocated Hourly Rates
Trench backfill inspection by outside testing firm	Deposit estimate cost of inspection plus 10%. Final billing based on actual cost plus 10%*	Deposit estimate cost of inspection plus 10%. Final billing based on actual cost plus 10%*
Inspection for overtime (paid in advance)	125/hour or any increment thereof (one hour minimum per call)*	$255/hour or any increment thereof (one hour minimum per call)*
Geotechnical peer review by outside consulting firm	$5,000 deposit; final billing based on actual cost plus 25%	$5,000 deposit; final billing based on actual cost plus 25%
Inspection for overtime by outside consultant (paid in advance)	Actual cost plus 25%	Actual cost plus 25%
Improvement plan review by outside consulting firm upon request by applicant (in addition to standard review and inspection fees above)	Actual cost	Actual cost plus 10%
* Set during construction, if necessary		
Document Retention	See I.C.3.	See I.C.3.
Landscaping and Lighting Contract Administration		
Assessments – First Assessment	$4,000	$4,000
Assessments – Annual Assessment	$2,000	$2,000
Assessments – Amend District	$1,500	$1,500
Design and Engineering	10% of construction cost or actual cost plus 25% by consultant	15% of construction cost or actual cost plus 25% by consultant
Tree Removal Application/Permit (maximum three trees per application)	$100/application (non-refundable)	$150/application (non-refundable)
Subdivision Ordinance Variance for Parcel Maps		
Commercial/Industrial	$1,050	$1,575
Residential	$1,600	$2,400
Subdivision Ordinance Variance after initial approval of Tentative Map	$1,400	$2,100

150%

Service	Current Fees	Proposed Fees
Amendment to Subdivision Ordinance	Cost plus 100% and deposit of $4,000	Cost plus 100% and deposit of $6,000
Property Acquisition		
Appraisals	Cost plus 25%	Cost plus 25%
Acquisition by Consultant	Cost plus 25%	Cost plus 25%
Acquisition by Staff	Labor cost plus 100%	Charge Fully Allocated Hourly Rates
Construction and Maintenance of Public Utility and Public Agency facilities within the public right-of-way and easements		
Permit	$110	$165
Inspection	$95/hour or any increment thereof (one hour minimum per call)	$215/hour or any increment thereof (one hour minimum per call)
Overtime (paid in advance)	$125/hour or any increment thereof (one hour minimum per call)*	$255/hour or any increment thereof (one hour minimum per call)*
* Set during construction, if necessary		
Transportation Permit		
One-Time Permit	$16	$16
Annual Permit	$90	$90
Storage of materials within the public right-of-way and easements and/or ramping curb and gutter		
Permit	$95	$143
Inspection	$95	$143
Special Inspection for Incomplete Encroachment Permit Work (applied to all encroachment permit work, including punch list work, not approved and signed off as complete by the Public Works Inspector prior to the completion date of the Permit)		
Inspection	47.50/half hour or any increment thereof (one hour minimum per call)	47.50/half hour or any increment thereof (one hour minimum per call)
Completion of incomplete encroachment permit work by the City	All costs to complete the work specified or required by the encroachment permit or to restore the right-of-way, including preparation of plans, specifications, bidding, and award costs, plus 20%	All costs to complete the work specified or required by the encroachment permit or to restore the right-of-way, including preparation of plans, specifications, bidding, and award costs, plus 20%
Safety violations due to incomplete encroachment permit work	All costs, including employee or contractor call-out charges, overtime, and minimum contractor charges, to secure the worksite and protect the public, plus 20%	All costs, including employee or contractor call-out charges, overtime, and minimum contractor charges, to secure the worksite and protect the public, plus 20%
Property/Business Owner Sponsored Concrete Repair by City	Cost plus 10%	Cost plus 10%

APPENDIX E – FIRE FEES

CITY OF NEWARK
FIRE FEE DETAIL

Enterprise Fund - Cost Center	Account No.	Description	CurrentFee (in dollars)	Estimated Average Processing and Plan Check Time Per Activity (hours)		Estimated Average Inspection Time Per Activity (hours)		Estimated Average Total Time Per Activity (hours)	Fully Burdened Hourly Rate	Total Cost of Service Per Activity	Proposed Fire Plan Check Fee	Proposed Fire Inspection Fee	
I. GENERAL FUND - FIRE													
FF. SINGLE TRANSACTION PERMITS													
As outlined in the current, adopted California Fire Code and Newark Municipal Code, permit applications are valid for 180 days from date of issue. Permit work not completed within this													
110.40.040.400	4132	1. Fire Protection Systems											
		a. Underground private service mains											
		(1) New or modified systems	$498	0.50	+	4.00	=	4.50	$191.77	$862.95	**$96**	**$767**	
		b. Sprinkler system: New Commercial System											
		(1) Less than 5,000 square feet	$570	0.50	+	3.00	=	3.50	$191.77	$671.18	**$96**	**$575**	
		(2) 5,001 to 50,000 square feet	$570	1.00	+	5.00	=	6.00	$191.77	$1,150.60	**$192**	**$959**	
		(3) Greater than 50,000 square feet	$570	1.00	+	5.00	=	6.00	$191.77	$1,150.60	**$192**	**$959**	
		c. Sprinkler system: New Residential System											
		(1) NFPA 13R	$404	2.00	+	3.00	=	5.00	$191.77	$958.83	**$384**	**$575**	
		(2) NFPA 13D	$404	0.50	+	3.00	=	3.50	$191.77	$671.18	**$96**	**$575**	
		d. Sprinkler system: Tenant Improvements											
		(1) Less than 20 heads with no branch line changes	$335	0.50	+	2.00	=	2.50	$191.77	$479.42	**$96**	**$384**	
		(2) 20 heads or more; or when branch line changes are made	$504	1.00	+	3.00	=	4.00	$191.77	$767.06	**$192**	**$575**	
		e. Fire Pumps	$405	1.00	+	3.00	=	4.00	$191.77	$767.06	**$192**	**$575**	
		f. Fire protection system repairs	$135/hour (one hour minimum)		+	1.00	=	1.00	$191.77	$191.77	**$0**	**$192**	HOURLY
		2. Fire Alarm Systems											
		a. New/modifications	$732 <50 devices	1.00	+	2.00	=	3.00	$191.77	$575.30	**$192**	**$384**	
		b. New/modifications	$1,392 for 50+ devices	1.50	+	3.00	=	4.50	$191.77	$862.95	**$288**	**$575**	
		3. Hazardous Materials Facilities or Piping Systems											
		a. Construction/Installation	$477	3.00	+	5.00	=	8.00	$191.77	$1,534.13	**$575**	**$959**	
		b. Closure/Removal	$477	2.00	+	5.00	=	7.00	$191.77	$1,342.36	**$384**	**$959**	
		4. Tanks and Tank Systems											
		a. Installation, Replacement, Removal, or Closure	$529 for first tank	2.00	+	2.00	=	4.00	$191.77	$767.06	**$384**	**$384**	
		a. Installation, Replacement, Removal, or Closure	$129 per additional tank	1.00	+	2.00	=	3.00	$191.77	$575.30	**$192**	**$384**	
FF. SINGLE TRANSACTION PERMITS, Continued													
110.40.040.400	4130	5. Annual Fireworks Sales	Fee based on previous year's actual cost *	0.50	+	0.50	=	1.00	$191.77	$191.77	**$96**	**$96**	HOURLY
		* Per Newark Municipal Code 15.32.190											
110.40.040.400	4132	6. Other Fire Code Construction	$135/hour (one hour minimum)		+	1.00	=	1.00	$191.77	$191.77	**$0**	**$192**	HOURLY
		7. require the standard permit fee, as determined by the Fire Chief. Reduced fee based on number of hours of plan review, inspection, and other project	$135/hour (one hour minimum)		+	1.00	=	1.00	$191.77	$191.77	**$0**	**$192**	HOURLY
		8A. Building Construction Plan Review (includes plan	$315	2.00	+	1.50	=	3.50	$191.77	$671.18	**$384**	**$288**	
		8B. Building Construction Plan Review (includes plan	$315	4.00	+	3.00	=	7.00	$191.77	$1,342.36	**$767**	**$575**	
		9. Miscellaneous											
		a. Reinspection or Re-Test	$135/hour (one hour minimum)		+	1.00	=	1.00	$191.77	$191.77	**$0**	**$192**	HOURLY
		b. Nonbusiness hours inspections times	$135/hour (two hour minimum)		+	1.00	=	1.00	$191.77	$191.77	**$0**	**$192**	HOURLY (2 HR MIN)
		c. Other Fire Prevention Services	$135/hour (one hour minimum)		+	1.00	=	1.00	$191.77	$191.77	**$0**	**$192**	HOURLY
		d. Self Inspection	$34/year		+		=	0.00	$191.77	$0.00	**$0**	**$0**	
		e. Extra Plan Check		1.00	+		=	1.00	$191.77	$191.77	**$192**	**$0**	
		f. Extra Inspection			+	1.00	=	1.00	$191.77	$191.77	**$0**	**$192**	
110.40.040.400	4104	g. Document Retention	$10/permit										
110.40.040.400	4132	h. Use of Outside Consultants for plan check, permit review, inspection, or other fire	Cost plus 25%									**Cost plus 25%**	
110.40.040.400	4104	i. Reproduction Work	See I.C.1.										
110.40.040.400	4132	10. Additional Fees - Working Without Permit	Per Newark Municipal Code 15.04.170										
GG. FIRE CODE OPERATIONAL PERMITS													
110.40.040.400	4132	1. Annual Permit	$135/hour; $67.50/half hour (one hour minimum)	1.00	+		=	1.00	$191.77	$191.77	**$192**	**$0**	

CITY OF NEWARK
FIRE FEE DETAIL

Enterprise Fund - Cost Center	Account No.	Description	CurrentFee (in dollars)	Estimated Average Processing and Plan Check Time Per Activity (hours)	Estimated Average Inspection Time Per Activity (hours)	Estimated Average Total Time Per Activity (hours)	Fully Burdened Hourly Rate	Total Cost of Service Per Activity	Proposed Fire Plan Check Fee	Proposed Fire Inspection Fee
HH. FALSE ALARM ACTIVATION										
110.40.040.400	4131	1. Each excessive false alarm, per Newark Municipal Code Section 15.32.040	Single engine response $185; Full response $635*							**Single engine response $185; Full response $635***
		* A full response requires all available equipment								
II. EXTRAORDINARY FIRE RESPONSE										
110.40.040.400	4135	1. Extraordinary fire response (ie. DUI, illicit discharges, and other responses as specified in the Newark Municipal Code)	Cost of response plus admin costs per contract with Alameda County Fire							**Cost of response plus admin costs per contract with Alameda County Fire**
		2. Extraordinary fire response related to any business or person who allows or causes the unauthorized discharge of a hazardous material determined at the discretion of the City	Cost of response plus admin costs per contract with Alameda County Fire plus mitigation and removal of said hazard							**Cost of response plus admin costs per contract with Alameda County Fire plus mitigation and removal of said hazard**
JJ. HAZARDOUS MATERIALS EMERGENCY EQUIPMENT										
110.40.040.400	4135	1. Emergency Equipment/Monies	$0.50/sq.ft. of site area usable for storage/use of hazardous substances (indoor or outdoor)							**$0.50/sq.ft. of site area usable for storage/use of hazardous substances (indoor or outdoor)**
		• Municipal Code • five year period will be assessed this fee								
KK. PENALTIES										
110.40.040.400	4132	1. Nonrenewal of fire code operational permit (60	Double fees							**Double fees**
		2. Failure to obtain permit								
		a. First offense within a three year period	Double fees							**Double fees**
		b. Second offense within a three year period	Triple fees							**Triple fees**
		c. Third offense within a three year period	10x fees							**10x fees**
120.50.053.530	4142	3. Administrative Nuisance Abatement	$1,000/day per identified nuisance and/or nuisance condition ($100,000 maximum)							**$1,000/day per identified nuisance and/or nuisance condition ($100,000 maximum)**
120.50.053.530	4142	4. Administrative Citations								
		a. First violation	$100							**$100**
		b. Second violation of the same ordinance within	$200							**$200**
		c. Third and subsequent violations of the same	$500							**$500**
		5. Preparation and issuance of Administrative Citations and Notices to Abate Nuisance Condition, and other related costs	$131/hour plus 100% (one hour minimum)							**$131/hour plus 100% (one hour minimum)**
LL. FIRE DEPARTMENT SPECIAL SERVICES										
110.40.040.400	4135	1. Labor and Material Costs – for special services provided by the Fire Dept. for special interests other than the general public and not specified elsewhere in this schedule (MOU may take precedence)	Actual labor costs plus 100%; materials costs plus 15% (three hour minimum)							**Actual labor costs plus 100%; materials costs plus 15% (three hour minimum)**

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APPENDIX F – RECREATION SUMMARY

CITY OF NEWARK
SUMMARY OF COMMUNITY SERVICES
FISCAL YEAR 2022-23

REF #	SERVICE	DIRECT COSTS			REVENUES	DIRECT COST RECOVERY
		PROGRAM COST	FULL TIME COST	TOTAL		
S-098	GENERAL RECREATION SERVICES	$519,107	$297,088	$816,195	$187,000	22.9%
S-099	YOUTH/ADULT SPORTS/FITNESS	$272,261	$330,818	$603,079	$500,000	82.9%
S-100	AQUATICS PROGRAMS	$1,226,634	$594,486	$1,821,119	$640,000	35.1%
S-101	CHILDCARE SERVICES	$46,093	$570,650	$616,743	$470,000	76.2%
S-102	SENIOR SERVICES	$28,001	$352,965	$380,965	$21,000	5.5%
		$2,092,095	$2,146,006	$4,238,101	$1,818,000	42.9%

RENTALS

REF #	SERVICE	DIRECT COSTS			REVENUES	DIRECT COST RECOVERY
		PROGRAM COST	FULL TIME COST	TOTAL		
S-103	FACILITY RENTALS	$16,365	$85,423	$101,788	$155,000	152.3%
S-104	BALLFIELD MAINTENANCE/RENTALS	$17,020	$473,390	$490,410	$205,000	41.8%
		$33,385	$558,813	$592,198	$360,000	60.8%

PARATRANSIT

REF #	SERVICE	DIRECT COSTS			REVENUES	DIRECT COST RECOVERY
		PROGRAM COST	FULL TIME COST	TOTAL		
S-105	PARATRANSIT SERVICES	$220,000	$0	$220,000	$0	0.0%
		$220,000	$0	$220,000	$0	0.0%

INDIRECT COSTS

	COSTS	COST RECOVERY
RECREATION FACILITY EXPENSES	$1,004,077	37.33%
CITY/DEPARTMENT OVERHEAD	$2,396,957	26.46%

PROGRAM COSTS ARE PART TIME COSTS (INCLUDING BENEFITS) AND DIRECT OPERATING EXPENSES
FULL TIME COSTS ARE SALARIES, BENEFITS, AND OTHER OPERATING EXPENSES

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Tel (714) 992-9020
www.revenuecost.com

Newark California

Cost of Services Study

City of Newark

February 22, 2024

RCS



PROJECT OVERVIEW

Eric Johnson
President



a. Last Comprehensive User Fee Study – over 10 years
b. Project Kick-Off – November 2022
c. Data Used – FY 2023
d. Scope of work – Cost Allocation Plan and Comprehensive User Fee Update



Chu Thai
Partner



Revenue & Cost Specialists founded in 1980

- Cost Allocation Plans
- User Fee Studies
- Impact Fee Studies
- Long-Term Financial Plan

NEWARK FEE STUDY ILLUSTRATED



Administrative Division/Programs

City Council

City Manager

City Attorney

$

Finance

HR

Information Technology

City Clerk

Allocate to Departments & Other Funds

Community Development, Public Works
Parks, Recreation, & Police
Other Funds

Allocate further to Departmental Fully Allocated Hourly Rates

ALLOCTING PEOPLE AND TIME

12/yr Conditional Use Permit ✓
- Project Planner (20 hrs), CD Director (2 hrs)

4/yr Home Occupation Permit ✓

- Project Planner (.5 hrs)

20/yr New Business Application ✓

- Accounting Tech (.25 hrs)

1/yr Wireless Telecom ADD

- Contract Engineer (2.0 hrs)

28/yr Payroll Processing ✓

- Accounting Tech (6.0 hrs/PY Batch)

365 days Police Patrol ✓

- Police Officer (6 FTE)



Establish Service & Time Spent

- Identify all fee services
- Allocate staff times
- Estimate number of units
- Allocate 100% of City Services

A

CALCULATE FULL COST OF SERVICES



Calculate the
Full Cost of Services

- Balance positions to 100%
- Apply overheads & FBHR to service times
- Allocate direct costs
- **Calculate Full Cost of Services**

DISCUSS FINDINGS



Review Cost of Services with Staff

- Current fee vs full costs of services
- Fee descriptions & structure
- Legally defensible fees
- Consider cost recovery

DISCUSS FINDINGS



Public Presentation and Adoption of Updated Fees

- Produce final Study
- Provide Fiscal analysis and suggested policies
- Coordinate updated fee adoption
- Discuss Tax vs Fee

TAX vs FEE

Community Support (Tax) Services

- Typically benefits community as a whole
- 100% supported by tax dollars
  - ✓E.g. Public safety, street maintenance, park maintenance and code enforcement

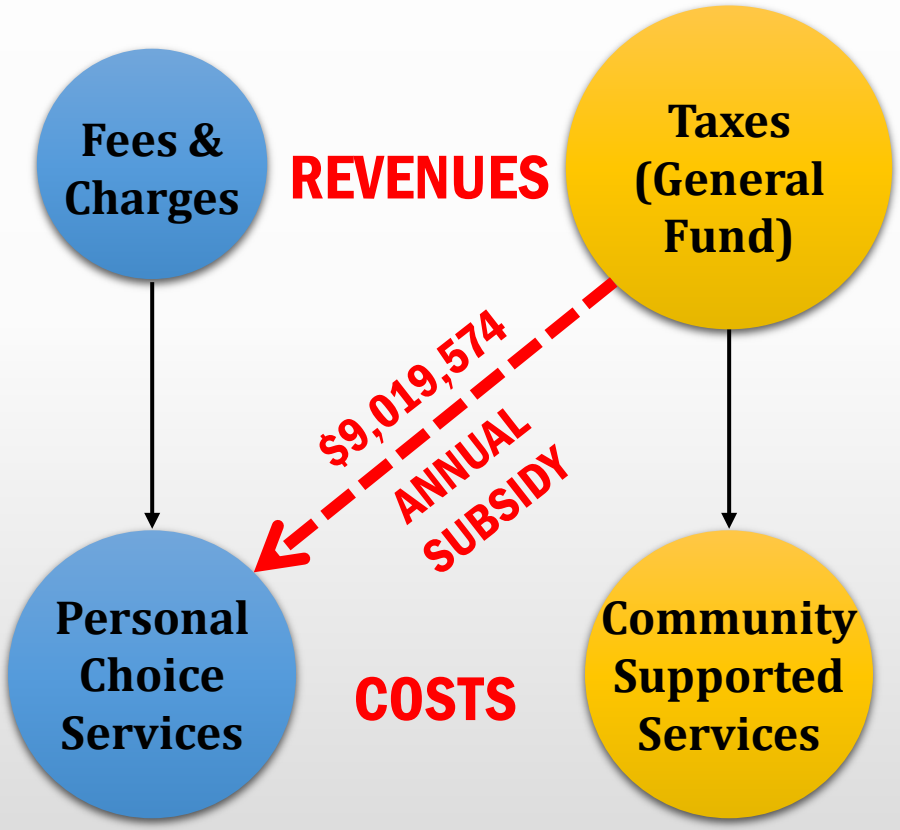
Personal Choice (Fee) Services

- The Customer is identifiable and the Service is measurable
- Benefits an individual or group
- Subsidy levels may be based on social, safety or welfare reasons
- E.g. Development Services

FULL COST OF FEE SERVICES

Fees pay for Personal Choice Services

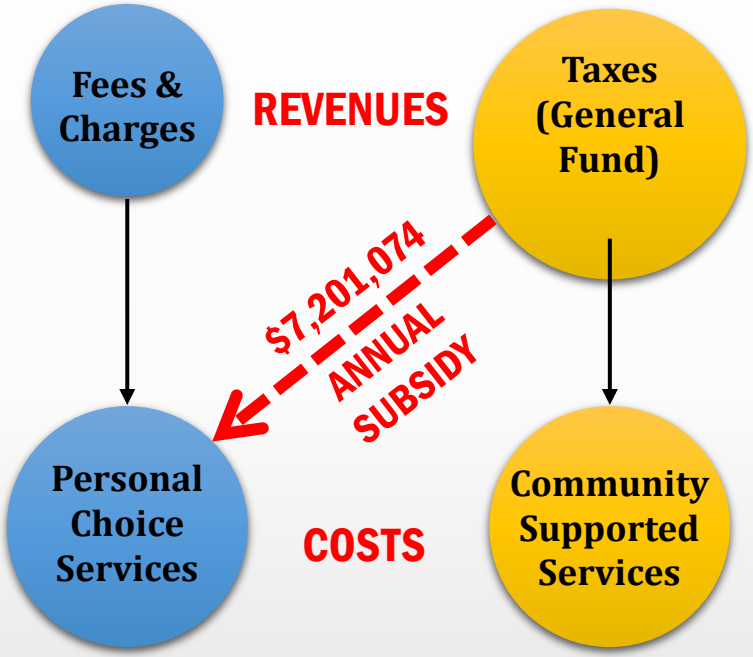
- User is identifiable
- Service is measurable
- Benefits an individual or group
- E.g. Development permit/inspection, Police permits



Taxes pay for Community Support Services

- User cannot select the service
- Service benefits community as a whole
- 100% supported by tax dollars
  - ✓ E.g. Patrol, street maintenance, park maintenance, code enforcement

REDUCED SUBSIDY/ IMPROVED COST RECOVERY



SERVICE	TOTAL FEE REVENUE	TOTAL SERVICE COST	TOTAL PROFIT/ (SUBSIDY)	PCT. RECOVERY FROM FEES		POSSIBLE NEW REVENUE
				ACTUAL	SUGGEST	
[S-001 to S-050] DEVELOPMENT SERVICES	$4,501,267	$6,451,616	($1,950,349)	69.8%	VAR.	**$1,760,800**
[S-051 to S-097] PUBLIC SAFETY	$91,011	$858,528	($767,517)	10.6%	VAR.	**$32,700**
[S-098 to S-105] RECREATION & COMMUNITY SVCS	$2,178,000	$8,451,333	($6,273,333)	25.8%	VAR.	**$0**
[S-106 to S-119] ADMINISTRATION	$90,000	$118,375	($28,375)	76.0%	VAR.	**$25,000**
ALL FEE SERVICES	$6,860,278	$15,879,852	($9,019,574)	43.2%		**$1,818,500**

VOTER-ENACTED PROPOSITIONS

Proposition 4 (1979)

- Defined service fees as being limited to the full costs of providing the service.
- Rents and fines are exempted from cost recovery limitations.

Proposition 218 (1996)

- Placed limits on the creation and updates of property-related fees.

Proposition 26 (2010)

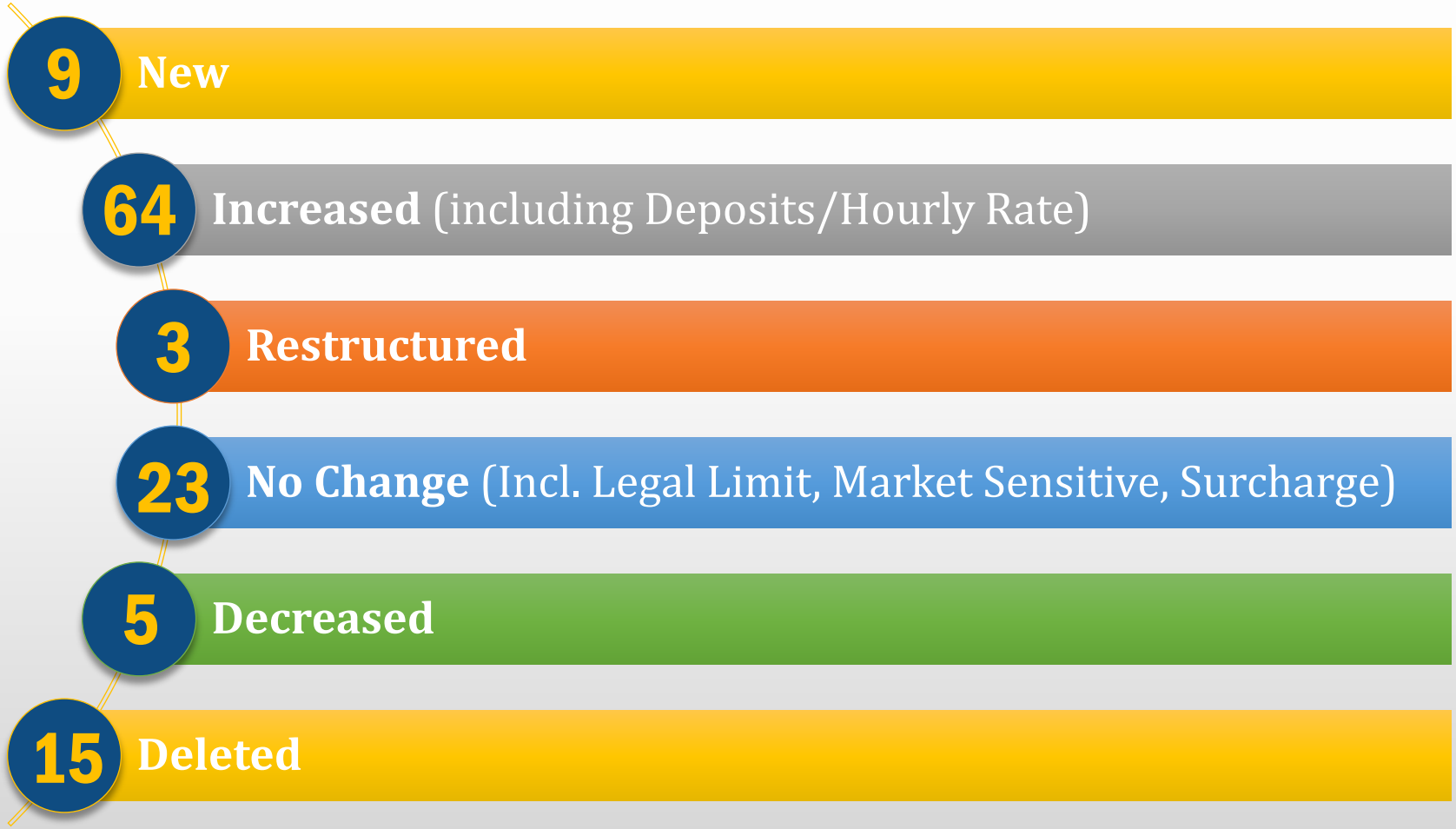
- Codified existing fee-setting practices as Article XIIIC of the State Constitution.
- Fees must be for a service directly benefitting the fee payor.



COMPREHENSIVE UPDATE



REPORT SUMMARY – 119 FEE SERVICES

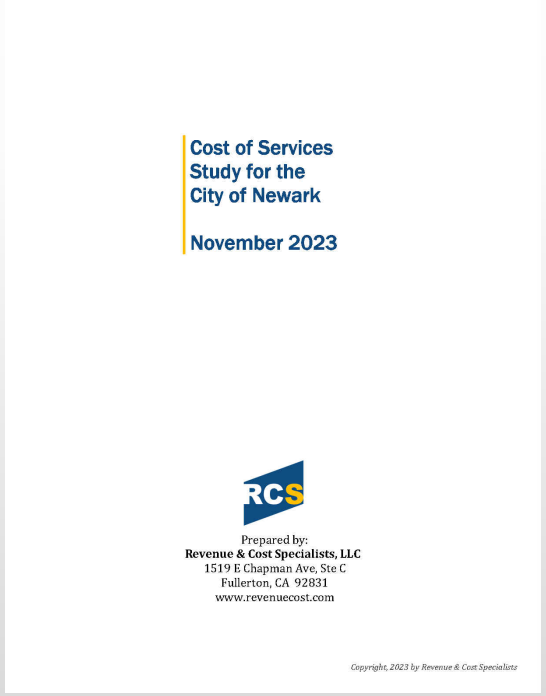


FISCAL IMPACT

SERVICE	TOTAL FEE REVENUE	TOTAL SERVICE COST	TOTAL PROFIT / (SUBSIDY)	PCT. RECOVERY FROM FEES		POSSIBLE NEW REVENUE
				ACTUAL	SUGGEST	
[S-001 to S-050] DEVELOPMENT SERVICES	$4,501,267	$6,451,616	($1,950,349)	69.8%	VAR.	**$1,760,800**
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ALL FEE SERVICES	$6,860,278	$15,879,852	($9,019,574)	43.2%		**$1,818,500**

COST OF SERVICES STUDY

- DISCUSS METHODOLOGY
- IDENTIFY ALLOWABLE COSTS
- SUMMARIZE FISCAL IMPACT


Cost of Services
Study for the
City of Newark

November 2023

Prepared by:
Revenue & Cost Specialists, LLC
1519 E Chapman Ave, Ste C
Fullerton, CA 92831
www.revenuecost.com

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APPENDIX A – RECOMMENDED FEES FOR ADOPTION

REF #: S-001 **TITLE: MINOR USE PERMIT - SGL FAMILY HOUSE**

CURRENT FEE	RECOMMENDED FEE
$100 per application	$1,895 per application
Fence Height Review - $250 per application	

REF #: S-002 **TITLE: MINOR USE PERMIT - SFR SUBDIV/MFR**

CURRENT FEE	RECOMMENDED FEE
$100 per application	$3,920 per application

REF #: S-003 **TITLE: MINOR USE PERMIT - COMM/INDUST**

CURRENT FEE	RECOMMENDED FEE
$100 per application	$3,920 per application

COST OF SERVICES STUDY

APPENDIX B – SUPPORTING CALCULATION WORKSHEETS

SERVICE	REFERENCE NO.
MINOR USE PERMIT - SGL FAMILY HOUSE	S-001

PRIMARY DEPARTMENT	UNIT OF SERVICE	SERVICE RECIPIENT
PLANNING	APPLICATION	

DESCRIPTION OF SERVICE

Review of a minor use permit for a single family home for compliance with City codes and standards.

CURRENT FEE STRUCTURE

$100 per application

Fence Height Review - $250 per application

REVENUE AND COST COMPARISON

UNIT REVENUE:	$100.00	TOTAL REVENUE:	$400
UNIT COST:	$1,894.75	TOTAL COST:	$7,579
UNIT PROFIT (SUBSIDY):	$(1,794.75)	TOTAL PROFIT (SUBSIDY):	$(7,179)
TOTAL UNITS:	4	PCT. COST RECOVERY:	5.28%

SUGGESTED FEE FOR COST RECOVERY OF: 100%

$1,895 per application

SERVICE	REFERENCE NO.
MINOR USE PERMIT - SGL FAMILY HOUSE	S-001

NOTE	TOTAL UNITS
Unit Costs are an Average of Total Units	4

DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
RECORDS & COMM.	PD LIEUTENANT		0.50	$217.22	4	$869
FIRE		1 Hour	0.00	$192.00	4	$768
PLANNING	ASSOC/SENIOR PLANNER		3.50	$968.45	4	$3,874
PLANNING	ADMIN SUPPORT SPEC I/II		0.50	$86.12	4	$344
PLANNING	COM DEV DIRECTOR		0.25	$116.82	4	$467
PLANNING	DEPUTY COM DEV DIRECTOR		0.50	$163.58	4	$654
ENG DESIGN & CONST.	JUNIOR ENGINEER-CIVIL		0.50	$87.05	4	$348
ENG DESIGN & CONST.	SR CIVIL ENGINEER		0.25	$63.52	4	$254
		TYPE SUBTOTAL	**6.00**	**$1,894.76**		**$7,579**
		TOTALS	**6.00**	**$1,894.75**		**$7,579**

CITY COUNCIL DECIDES FINAL TAX SUBSIDY

- Fee studies should be performed every 4-5 years to identify full cost of city services.
- This study identified the full costs of services using FY 2023 data.
- RCS and City Staff have made fee recommendations based on best practice.
- It is now up to the City Council to decide if fee-based services should be charged the full cost, or should they be subsidized with tax dollars.

Questions?

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President
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(714) 992-9027

Chu Thai
Partner
chu@revenuecost.com
(714) 992-9024

www.revenuecost.com

STAFF REPORT

Item F. 3.

DATE	02/22/2024
TO	Honorable Mayor and City Council Members
FROM	Roya Gonzalez, Senior Management Analyst
SUBJECT	Presentation of findings from the Facilities Master Plan assessments and community outreach process

SUMMARY AND RECOMMENDATION

Staff recommends that the City Council receive a presentation on the findings from the Facilities Master Plan (Plan) assessments and community outreach process, and receive feedback to be incorporated into the draft Plan.

BACKGROUND

The City owns and maintains 24 structures ranging from a 300 square foot boat house to a 32,000 square foot aquatic center. These structures are maintained within the City's allocated resources and according to preventative maintenance plans specific to each structure. Staff identified the need for a comprehensive long-term plan to strategically prepare for future growth and proper maintenance of City facilities as well as anticipated future community needs. In July 2022, proposals were requested from qualified consultants to develop a Citywide Facilities Master Plan. In November 2022, the City Council approved a contract with Group 4 Architecture & Planning to develop the Plan.

DISCUSSION/ANALYSIS

Since December 2022, Group 4 Architecture & Planning and their consultants have been conducting a comprehensive process to develop the City's first Facilities Master Plan. The process included four main tasks. These tasks have informed the options and recommended prioritizations presented to City Council at the Council meeting. The presentation is attached to this staff report.

Task 1: Existing Conditions Evaluation

To determine the condition and maintenance needs of existing buildings, a Facility Condition Assessment (FCA) was completed for each of the City buildings. These assessments document current deficiencies and future maintenance needs. They include the physical condition of building elements including site, exterior envelope, structure, interior elements, visual ADA compliance and mechanical, electrical, and plumbing (MEP) systems. This information has been compiled into an online database

that will assist the City in developing a long-term maintenance plan and forecasting building maintenance costs. Each facility's FCA will be included in the draft Plan that will be presented to City Council in March.

Task 2: Future Needs Assessment

To develop a comprehensive understanding of the operational needs of the City, the consultant began with department head interviews and staff surveys. Once the surveys were completed, the consultant toured each facility with staff knowledgeable about the current services provided. Several projects were identified to improve operational efficiency and meet the anticipated growth of staff and services. It is important to note that a public safety sub-consultant was retained to evaluate the police department and fire stations. Based on numerous operational deficiencies, extensive maintenance needs and overall building condition, the consultant recommends replacing Fire Stations No. 27 and 29. This recommendation, along with other potential future projects, will be included in the final Plan.

The needs assessment also included a thorough community engagement process to ensure the Plan addresses the most pressing needs of the community.

During the first phase of community engagement, the community was asked to identify the types of spaces they wanted to see in Newark. This information was collected via an online survey and through pop-up events at two of the City's most popular community events, Family Day at the Park and Groovin’ at the Grove. The survey results are included in the attached presentation, and will be incorporated into the draft Plan. In general, the community prioritized several arts and community spaces such as an arts/craft studio and a performance theater. The consultant reviewed industry standards, trends, and best practices in community facilities to make recommendations to meet Newark's specific needs.

Task 3: Facility Options

To meet the arts and community space needs identified by participants in phase one of community engagement, the consultant introduced the idea of a Cultural Arts Community Center with three proposed size options at two potential locations. The size options are listed below:

Option A = 18,000 sf Cultural Arts Center
Option B = 25,000 sf Cultural Arts Center
Option C = 32,000 sf Cultural Arts Center

Each proposed size option includes the spaces identified by the community in phase one community engagement, by priority level. Each of the three proposed size options were evaluated at two sites: Newark Community Park and Civic Center Park. These options along with a set of evaluation criteria were presented to the community during phase two of community engagement. Engagement efforts included pop-up events at Newark Days' Community Resource Fair and the City's annual Tree Lighting Ceremony; a community meeting and open house; and an online survey. While there

are many different opinions, the majority of the community have identified the Community Park as the preferred location and preferred the largest of the three proposed size options.

Task 4: Implementation Plan

The projects identified in the Facilities Master Plan are broken into three categories:

- Preventative Maintenance – These costs will fluctuate year to year and are estimated to be approximately $73 million over twenty years.
- Renovations/CIP – These projects have been identified based on community or operational needs. The projects will be recommended and reviewed during the Capital Improvement Program process. The majority of them are future projects.
- New or Replacements – These new buildings are being recommended for the short term to meet the needs of the community and fire operations.

The Facilities Master Plan provides a guide for the next 20 years. A general overview of the facility recommendations for each facility over the first five years is shown below.

2024-2029 City Facility Recommendations Summary				
Facility	Maintain	Renovations/CIP	Replace	Sell/Repurpose/Demo
Ash Street Park Buildings	X			
Birch Grove Park Restroom		X		
Boathouse at Lakeshore Park	X			
Community Center Annex			X	
Community Center			X	
Community Center Park Restroom Building		X		
Fire Station 27			X	
Fire Station 28	X	X		
Fire Station 29			X	
Old Fire Station				X
Old Library				X
Clark W. Redeker Senior Center	X			

Second Chance Shelter	X			
Service Center	X	X		
George M. Silliman Community Activity Center	X			
Mel Nunes Sportsfield Park Restroom Building		X		
Watkins Hall				X
David W. Smith City Hall	X			
Alan L. Nagy Library	X			
Police Department	X			

The presentation from Group 4 Architecture & Planning will provide an overview of the process, including community engagement, and present significant findings. Following the presentation, the consultant will solicit feedback from City Council.

FISCAL IMPACT

There is no fiscal impact associated with this item.

REVIEW AND APPROVAL

Prepared by - Roya Gonzalez, Senior Management Analyst
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

Presentation



CITY OF NEWARK FACILITIES MASTER PLAN

CITY COUNCIL UPDATE

February 22, 2024

GROUP 4 ARCHITECTURE

NEWARK California

AGENDA

1. Project Goals and Schedule
2. Facility Conditions Assessment
3. Space Needs
   - Community, Recreation & Aquatics
   - Admin, Public Safety & Service
4. Facility Options
5. Implementation Plan



PROJECT GOALS

1. **ASSESS** | Assess facility **needs & conditions**

2. **DETERMINE GROWTH** | Determine growth and **future needs**

3. **ENGAGE** | Engage the Newark community about **community program** and space needs

4. **DEVELOP** | Develop **recommendations and options** with supporting cost estimates

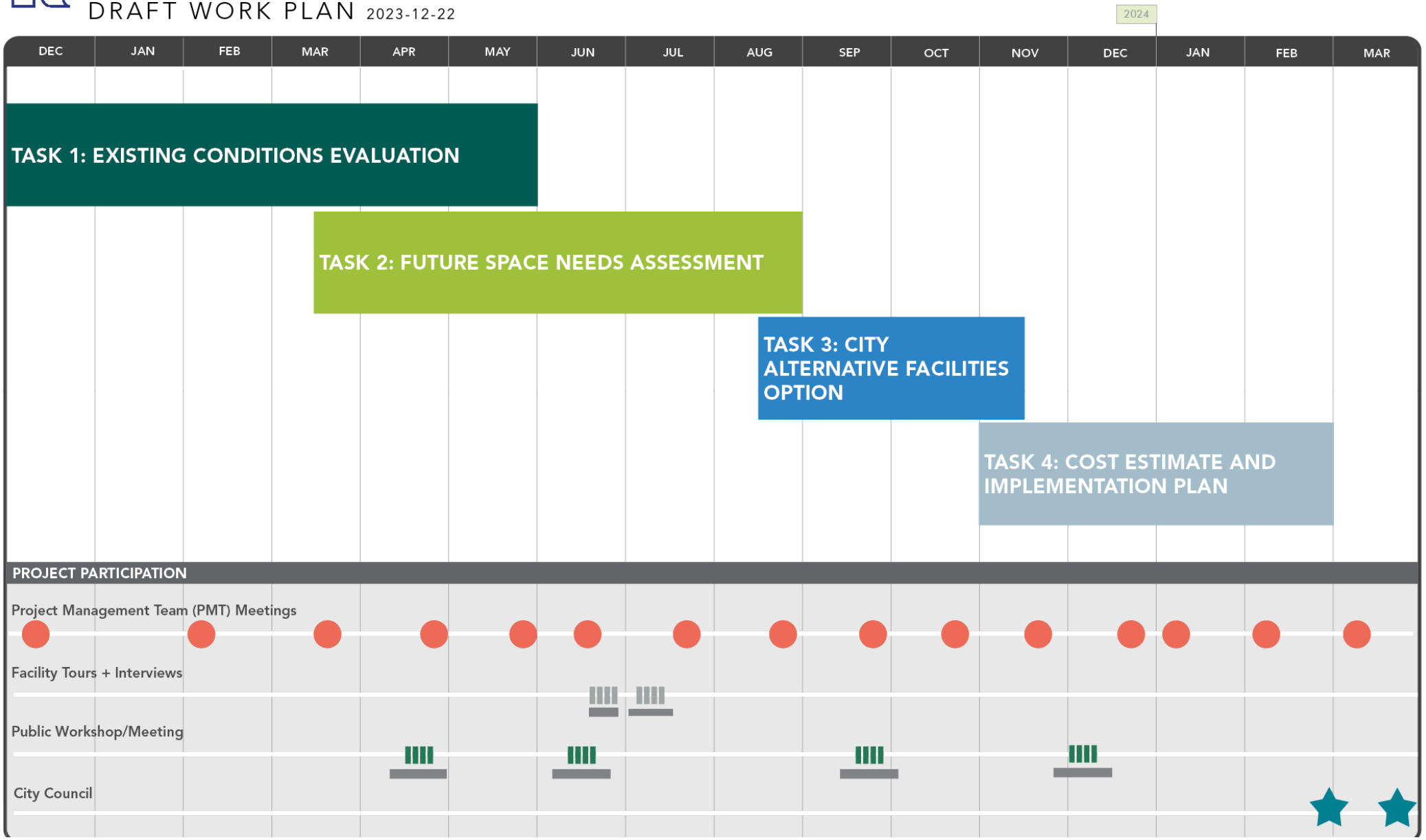
5. **PLAN** | Create an action plan to guide and **improve future decision-making** about programs, services, workflow, and facilities

CITY OF NEWARK

CITYWIDE FACILITIES MASTER PLAN

DRAFT WORK PLAN 2023-12-22

GROUP 4 ARCHITECTURE

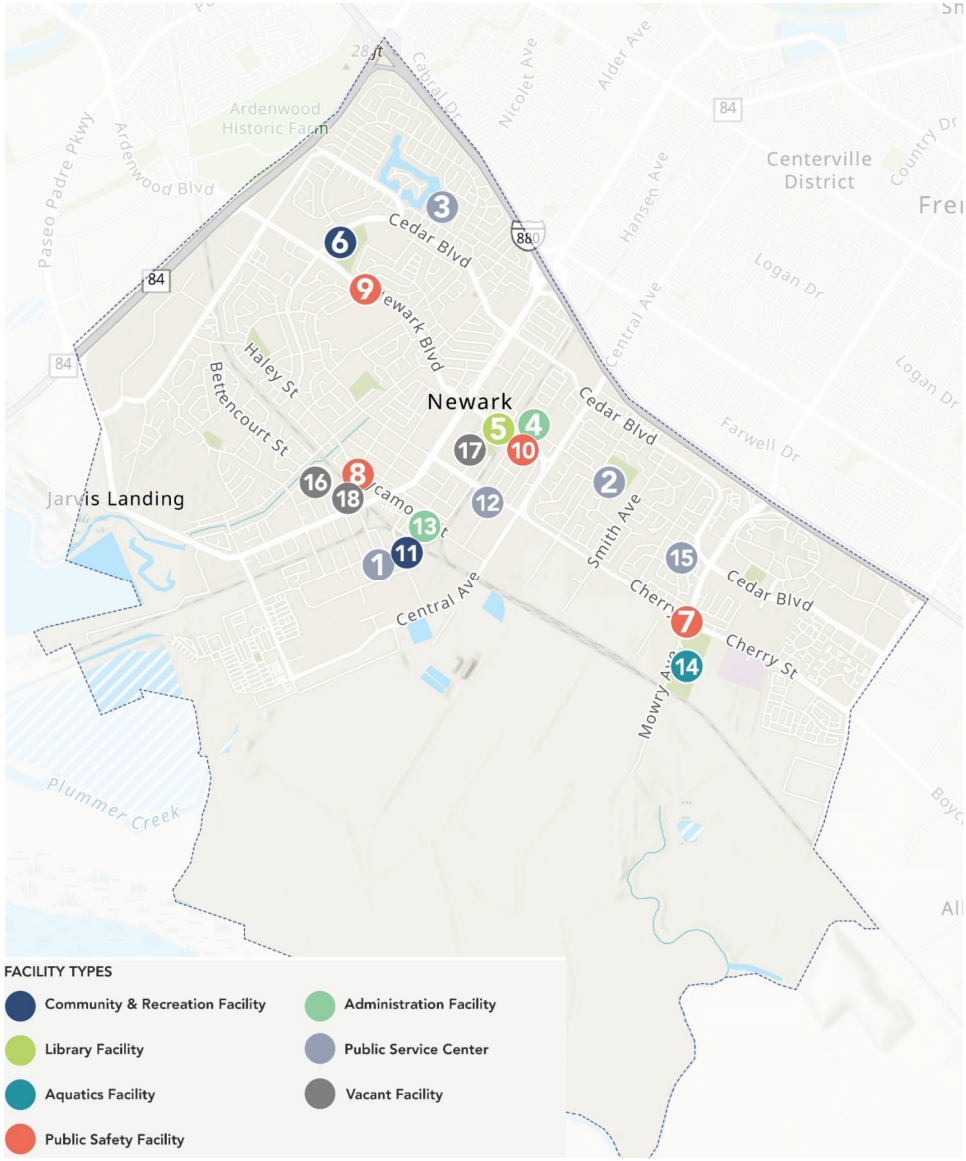


AGENDA

1. Project Goals and Schedule
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   - Community, Recreation & Aquatics
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NEWARK FACILITIES MAP



1 ASH STREET CENTER, RESTROOM, AND VIOLA BLYTHE COMMUNITY SERVICE CENTER



37365 Ash Street
- Ash Street Center: 1,968 SF
- Restroom: 1,100 SF
- Viola Blythe: 960 SF

2 BIRCH RESTROOM @ BIRCH GROVE PARK



38080 Birch Street
- 900 SF

3 BOATHOUSE@ LAKESHORE PARK



Chelsea Drive
- 300 SF

4 DAVID W. SMITH CITY HALL



37101 Newark Blvd.
- 25,638 SF

5 ALAN L. NAGY LIBRARY



37055 Newark Blvd.
- 25,580 SF

6 NEWARK COMMUNITY CENTER, ANNEX AND RESTROOM



35501 Cedar Blvd.
- Community Center: 15,000 SF
- Community Annex: 3,000 SF
- Community Center Restroom: 500 SF

7 FIRE STATION 27



39039 Cherry Drive
- 7,005 SF

8 FIRE STATION 28



7550 Thornton Avenue
- 18,000 SF

9 FIRE STATION 29



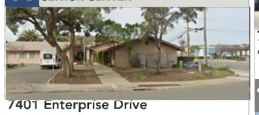
35775 Ruschin Drive
- 5,450 SF

10 POLICE STATION



37077 Newark Blvd.
- 23,987 SF

11 CLARK W. REDEKER NEWARK SENIOR CENTER



7401 Enterprise Drive
- 7,300 SF

12 SECOND CHANCE SHELTER



6516 Central Avenue
- 3,116 SF

13 SERVICE CENTER (NEWARK PUBLIC WORKS MAINTENANCE)



37440 Filbert Street
- 24,700 SF

14 GEORGE M. SILLIMAN COMMUNITY ACTIVITY CENTER AND SPORTSFIELD SCOREKEEPER HUT



6800 Mowry Avenue
- Phase I: 36,410 SF
- Phase II: 32,320 SF
- Sportsfield Scorekeeper Hut: 680 SF

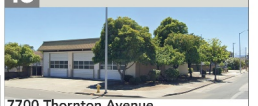
15 SPORTSFIELD RESTROOM



3911 Cherry Street
- 680 SF

VACANT FACILITIES

16 OLD FIRE STATION LOCATION



7700 Thornton Avenue
- 4,852 SF

17 OLD NEWARK LIBRARY LOCATION



6300 Civic Terrace
- 15,000 SF

18 WATKINS HALL



37013 Ash Street
- 8,640 SF

FACILITY CONDITION ASSESSMENTS

01

PRE-SURVEY

- PRE-SURVEY QUESTIONNAIRE
- REVIEW EXISTING DATA

02

PILOT

- CONDUCT SITE ASSESSMENT(S)
- SAMPLE REPORT
- DRAFT APPROVAL

03

ASSESSMENT

- BUILDING SYSTEM INSPECTIONS
- Site and Infrastructure
- Exterior and Building Envelope
- Roof and Rooftop Systems
- Interiors & Accessibility
- MEP & Life Safety Systems
- INDENTIFICATION OF DEFICIENCIES
- INVENTORY OF ASSETS
- REPAIR / REPLACE RECOMMENDATIONS
- COST ESTIMATING / MAINTENANCE PLAN

04

DELIVERABLE

- FACILITY ASSESSMENTS
- CAPITAL PLANNING REPORTS
- PORTFOLIO PRIORITIZATION
- FACILITY CONDITION INDEX (FCI)

FACILITY MAINTENANCE COSTS

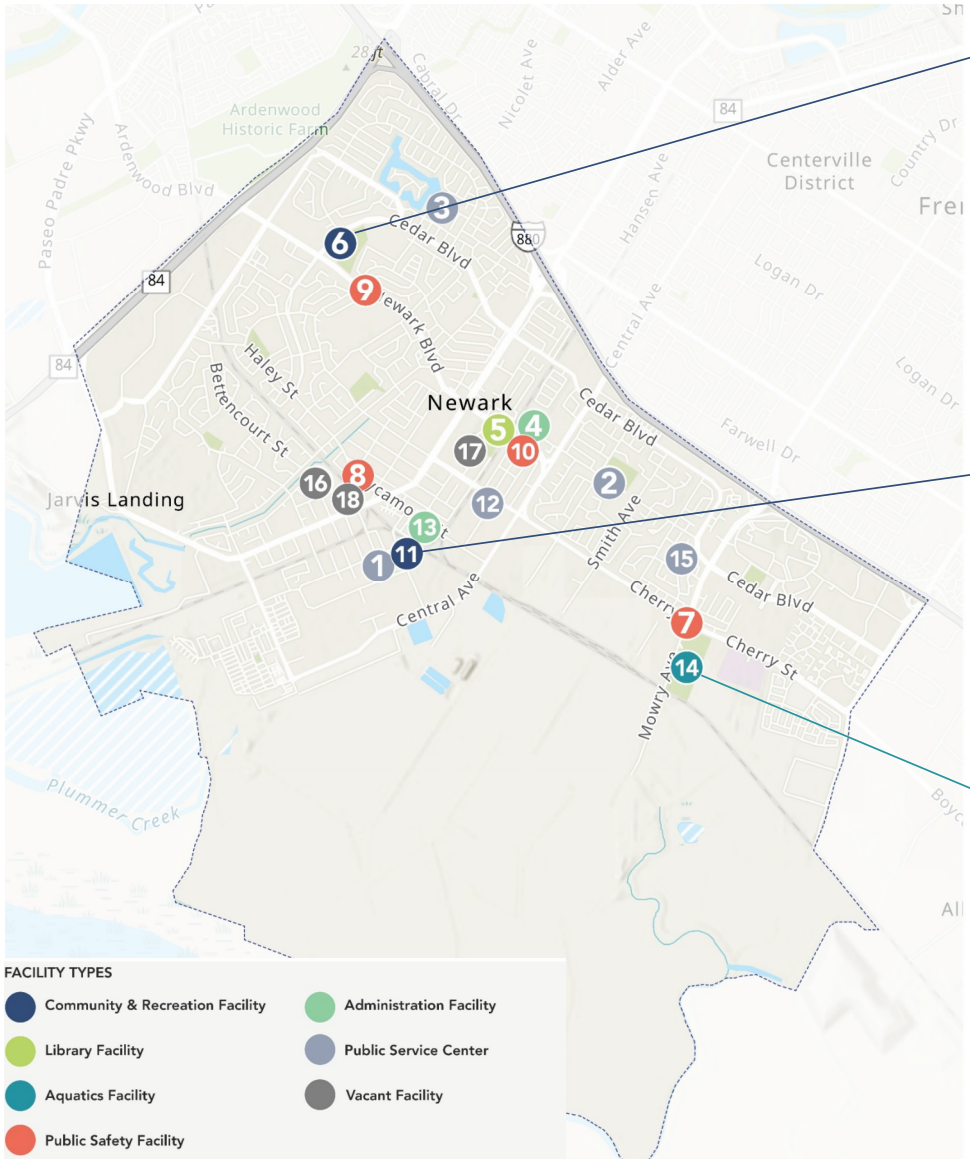
	Immediate	Short Term (1-2 yrs.)	Near Term (3-5 yrs.)	Mid Term (6-10 yrs.)	Long Term (11-20 yrs.)	TOTAL
Total expenditures for ALL facilities	$8.15M	$4.08M	$9.93M	$20.41M	$57.53M	$100.1M
Total expenditures for ALL facilities for Safety Plan Type costs	$500K					
Total expenditures for facilities *EXCLUDING Community Center-Annex-Restroom, Fire Station 27 and 29, Watkins Hall, Old Fire Station and Old Library*	$1.72M	$2.74M	$7.38M	$15.63M	$44.99M	$72.46M
Total expenditures for facilities for Safety Plan Type costs *EXCLUDING Community Center-Annex-Restroom, Fire Station 27 and 29, Watkins Hall, Old Fire Station and Old Library*	$52K					

AGENDA

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NEWARK COMMUNITY, RECREATION & AQUATIC FACILITIES



6 NEWARK COMMUNITY CENTER, ANNEX AND RESTROOM



35501 Cedar Blvd.

- Community Center: 15,000 SF
- Community Annex: 3,000 SF
- Community Center Restroom: 500 SF

11 CLARK W. REDEKER NEWARK SENIOR CENTER



7401 Enterprise Drive

- 7,300 SF

14 GEORGE M. SILLIMAN COMMUNITY ACTIVITY CENTER AND SPORTSFIELD SCOREKEEPER HUT

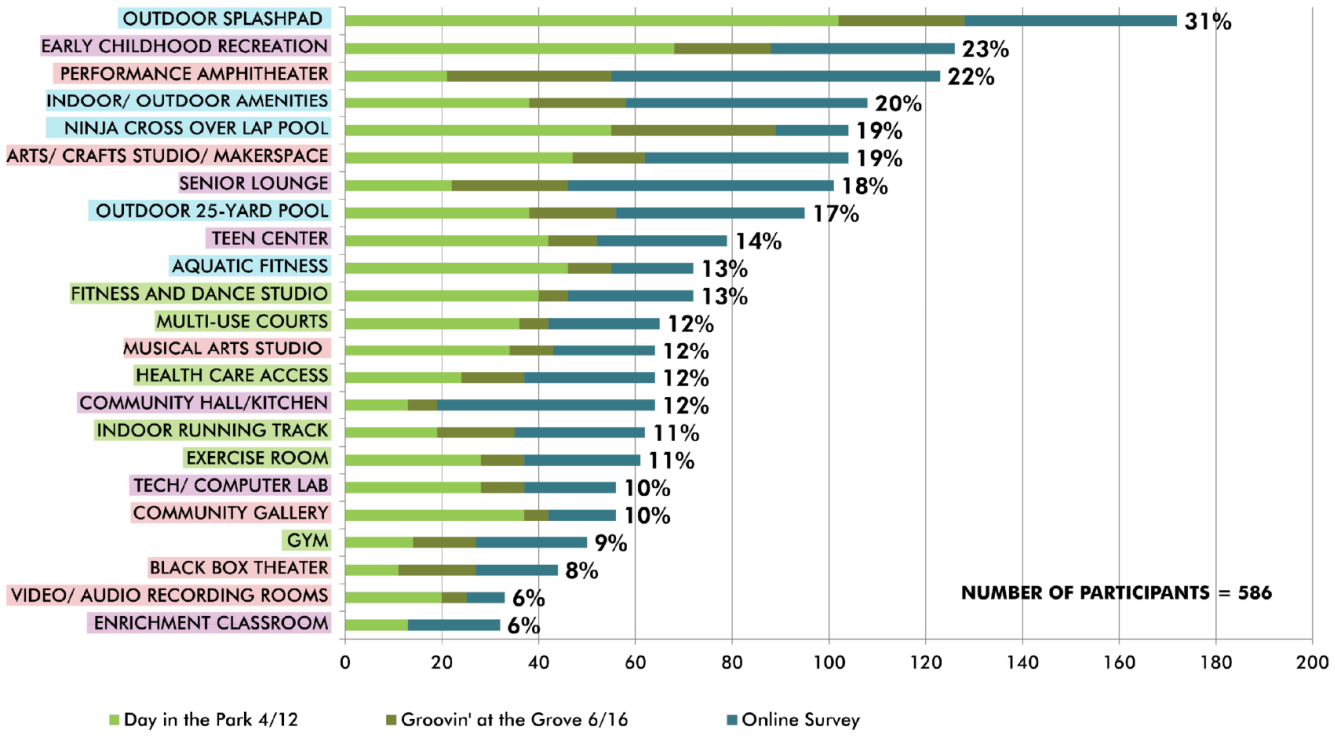


6800 Mowry Avenue

- Phase I: 36,410 SF
- Phase II: 32,320 SF
- Sportsfield Scorekeeper Hut: 680 SF

ROUND 1 COMMUNITY NEEDS ENGAGEMENT RESULTS

Nearly **600 residents** and friends of the Newark community were engaged during round 1. Engagement efforts and pop-ups happened at Newark's Day in the Park on 4/12, Groovin' at the Grove concert series, and through an online survey.



AQUATICS

The residents of Newark prioritize access to aquatic centers. Many were in agreement that the availability of **outdoor splashpads** is important as well as **indoor/ outdoor aquatics** experiences, **aquatic recreation** such as Ninja Crossovers for pools, and **aquatic fitness**.

THE ARTS

The Newark community values the arts and sees the importance of public space for opportunities to hold **theater performances**, somewhere to **practice and play music**, **arts/ makerspaces,** a community **gallery,** and **video/ audio recording rooms**.

COMMUNITY

Designated space for specific age groups is a priority as well; the Newark community's priorities include **early childhood recreation,** a **senior lounge**, a teen **dedicated teen center**, **community hall/ kitchen**, computer lab, and enrichment classrooms.

RECREATION

Newark community members value spaces which allow them **access to fitness and dance**, a variety of sports with **multi-use courts, health care**, and personal fitness through **gyms and exercise rooms**.

AQUATIC NEEDS

SILLIMAN CENTER

Outdoor Needs

(may not be at the Silliman Center)









Splashpad
$$$
To be evaluated in the Parks Master Plan

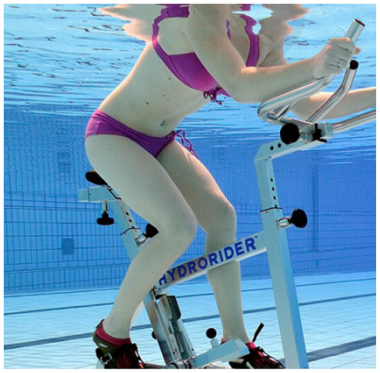
25-Yard Pool
$$$$$
For competitive use. To be evaluated in the Parks Master Plan

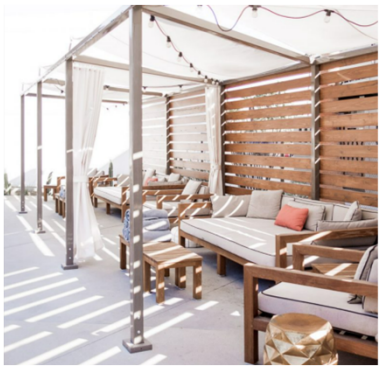
Indoor Needs

(improvements to the Silliman Center)

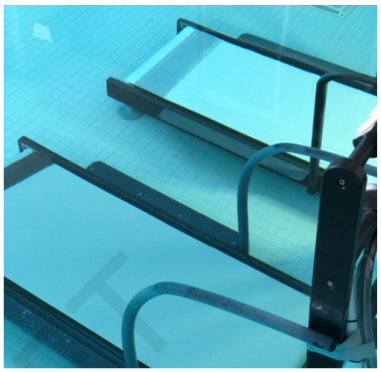












POOL AMENITIES
$-$$
Improved food service and seating such as picnic tables and cabanas for both general use and rentals.

NINJA CROSS
$$
Located over the lap pool. Requires coordination with existing structural system.

AQUATIC FITNESS
$
Located within the lazy river pool side catch area. Require storage when not in use.

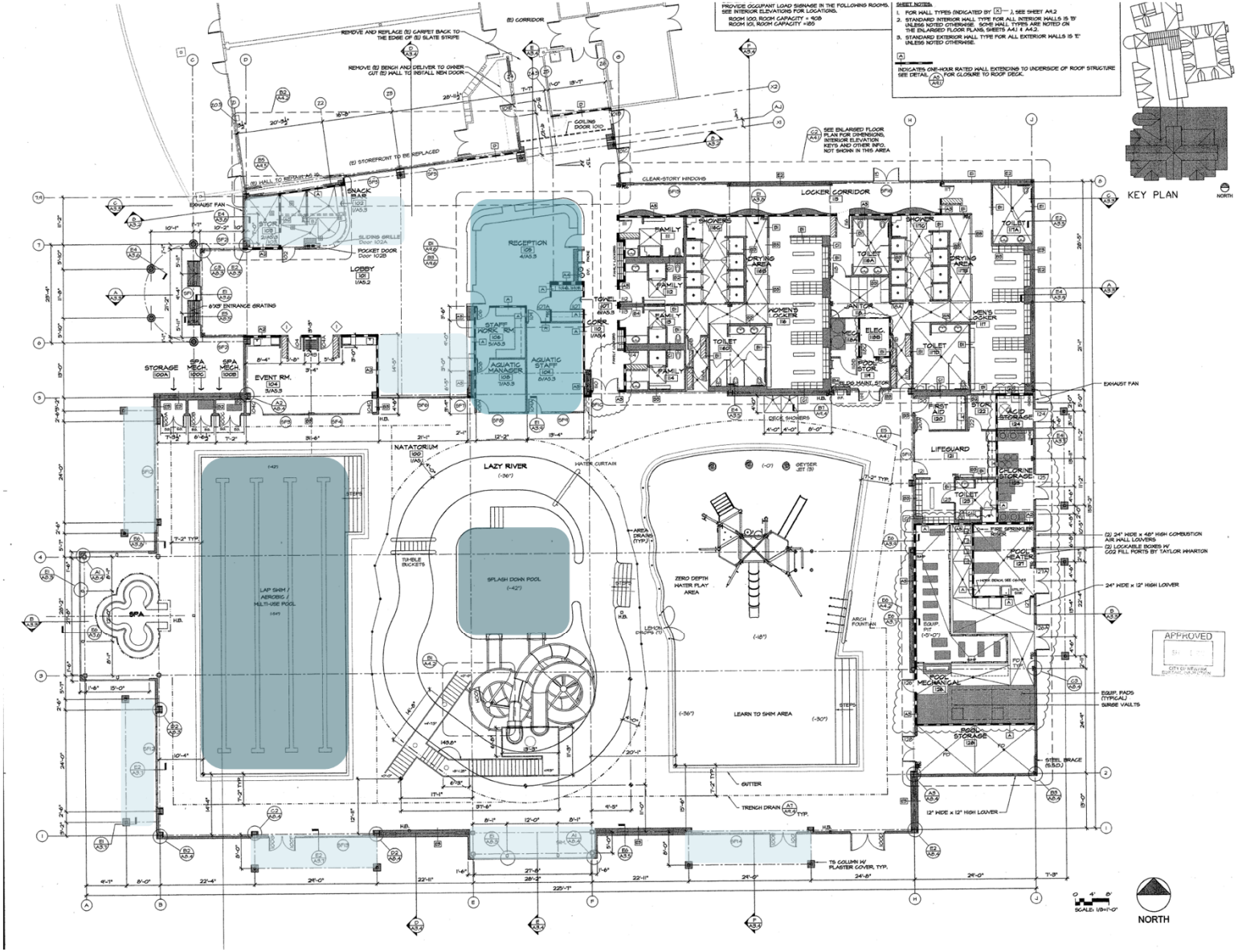
AQUATIC NEEDS

SILLIMAN CENTER

POOL AMENITIES
Food service
Seating: picnic tables & cabanas

IMPROVE CHECK IN AND STAFF WORKSPACES

NINJA CROSS and AQUATIC FITNESS



PLANNING STANDARDS

~0.75-2 SF/RESIDENT
for Indoor Community Facilities



	Newark	Pacific Southwest		Nationwide Agencies	
		Population per Facility	*Facilities - Prevalence*	*Population per Facility*	*Facilities - Prevalence*
Recreation Center (Including Gyms)	✓	**49,903**	**74%**	31,329	64%
Community Centers	✓	**46,000**	**67%**	29,036	59%
Senior Center	✓	**117,335**	**54%**	59,603	41%
Performance Amphitheaters		**123,850**	**37%**	68,181	36%
Aquatics Center	✓	**91,706**	**31%**	53,025	25%
Nature Center		**268,689**	**29%**	114,696	31%
Teen Center		**98,206**	**26%**	57,109	14%
Stadium		**160,731**	**13%**	75,026	17%
Arenas		**91,411**	**10%**	65,466	7%
Indoor Ice Rink		**141,864**	**7%**	50,863	12%

NRPA's 2022 Agency Performance Review – Indoor Park Facilities

PLANNING STANDARDS

CITY	2020 Population	2040 Population	Indoor Facilities - SF/ Resident	Indoor Facilities - Total SF	Community Center (SF)	Recreation Center (SF)	Aquatic Center (SF)	Senior Center (SF)	Youth Center (SF)	Early Childhood Recreation (SF)	*Rental Only Space (excluded in indoor facilities total)*
Fremont	231,670	**275,440**	0.57	131,600	21,000 2,000 6,000 6,000	34,000	8,100	20,000 14,000	20,500		
South San Francisco	66,190	**86,390**	1.51	130,900	56,700[1] 6,400	15,900	14,700	22,400	3,200	8,600 3,000	
Union City	68,700	**79,850**	1.52	105,000	21,000	40,000	10,000	20,000	14,000		
Dublin	71,050	**79,726**	1.07	85,000	19,700 13,000		31,900	16,900			*1,200* *2,300*
San Bruno	44,410	**57,990**	1.09	63,100		39,500[4]	10,000	12,700		900	
Foster City	32,390	**35,420**	1.47	52,200	3,600	39,000[3]			9,600		
San Carlos	29,450	**34,290**	1.04	35,800	17,000 3,800				15,000		
Newark	48,900	**57,600**	**1.37**	**79,030**		24,410	32,320	7,300	4,000	3,000 8,000	*15,000[6]*

PLANNING STANDARDS

NEWARK	2020 Population	2040 Population
	48,000	57,600

Indoor Community Facilities - SF/ Resident	Indoor Community Facilities - Total (SF)	New Facility / Addition (SF)	Existing Facilities (SF)
.75	43,200	**0**	79,030
1.00	57,600	**0**	79,030
1.25	72,000	**0**	79,030
1.5	86,400	**+ 7,370**	79,030
1.75	100,800	**+ 21,770**	79,030
2.00	115,200	**+ 36,170**	79,030

COMMUNITY PROGRAM OPTIONS

Program Options	Renovate or Replace Community Center	Renovate or Replace Community Center Annex	Relocate/ Replace Senior Center	Expand Community Center complex	Total SF	SF/ Resident
A (Base)	+ 15,000	3,000	0	0	18,000	1.63
B (A+B)	+ 15,000	3,000	7,000	0	25,000	1.63
C (A+B+C)	+ 15,000	3,000	7,000	+ 7,000	32,000	1.75

FACILITY CONDITION ASSESSMENTS

The City of Newark and their consultant hired for this master planning project worked to complete facility condition assessments of all of their city-owned buildings. These assessments resulted in a final report that outlines the health of the physical building. This is shown through an FCI (Facility Condition Index) score which calculates what percent of the building needs to be replaced or renovated 3, 5, or 10 years into the future. *These assessments do not focus on programming or whether the building is meeting community needs.*

COMMUNITY CENTER



3-YEAR FCI: **5.6%**

10-YEAR FCI: **11.8%**

- **CONSTRAINTS:** mold detected in non-occupiable areas. water damage for ongoing leaks and potential structural issues
- **COMMUNITY BENEFITS:** large rooms for community events with adjacent outdoor courtyard for indoor/ outdoor rental use

CC ANNEX



3-YEAR FCI: **7.5%**

10-YEAR FCI: **19.5%**

- **CONSTRAINTS:** mold detected in non-occupiable areas. lack of proper staff and storage space
- **COMMUNITY BENEFITS:** provides much needed early childcare with proximity to park and playground

SENIOR CENTER



3-YEAR FCI: **2.7%**

10-YEAR FCI: **22.9%**

- **CONSTRAINTS:** current program rooms are undersized to meet senior needs. staff spaces are dispersed and reaching capacity
- **COMMUNITY BENEFITS:** space for senior activities and the opportunity for residents to meet and interact

OLD LIBRARY



3-YEAR FCI: **17.1%**

10-YEAR FCI: **22.7%**

- **CONSTRAINTS:** facility is currently unoccupied and in need of repair. limited visibility from street
- **COMMUNITY BENEFITS:** proximity to City Hall, Newark Library, and Civic Park

COMMUNITY PROGRAM OPTIONS

BASE - A

SQUARE FEET
~18,000 SF, 1-Story

1ST FLOOR FOOTPRINT
~18,000 SF

CAPITAL COST
$$$ – $$$$

PARKING
~60 – 130 spaces

LOBBY/ RECEPTION
16-20 PEOPLE



COMMUNITY GALLERY



2 PRESCHOOL CLASSROOMS
30-36 PEOPLE



ART/ MAKER CLASSROOM
34-48 PEOPLE



+ STAFF SUPPORT SPACES
CUSTOMER SERVICE
6-8 PEOPLE



CHAMBER OF COMMERCE



COMMUNITY ROOM
Divisible into 2; 500 people assembly, 300 banquet

B

SQUARE FEET
~25,000 SF, 2-Story

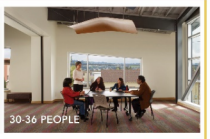
1ST FLOOR FOOTPRINT
~18,000 SF

CAPITAL COST
$$$$ – $$$$$

PARKING
~80 – 150 spaces

BASE +

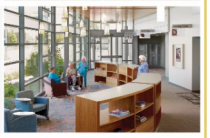
2 MEETING ROOMS
30-36 PEOPLE



CONFERENCE ROOM
16-20 PEOPLE



SENIOR LOUNGE



CONSULTATION ROOM



CAFE & VENDING



C

SQUARE FEET
~32,000 SF, 2-Story

1ST FLOOR FOOTPRINT
~20,000 SF

CAPITAL COST
$$$$$ – $$$$$$

PARKING
~105 – 175 spaces

BASE + B +

DANCE STUDIO



MUSIC ROOM



ARTS/ CERAMICS STUDIO



A

B

C

COMMUNITY PARK OPTIONS

OPTION A



OPTION B1 (one-story)



OPTION B2 (two-story)



OPTION C



CIVIC CENTER PARK OPTIONS

OPTION A



OPTION B1 (one-story)



OPTION B2 (two-story)



OPTION C



EVALUATION CRITERIA

FUNCTIONALITY



SUSTAINABILITY



VISIBILITY



OPERATIONAL EFFICIENCY



SYNERGY/ CONNECTIVITY



BLDG/ PARK RELATIONSHIP



ACCESSIBILITY



ENVIRONMENT



COMMUNITY NEEDS



COST



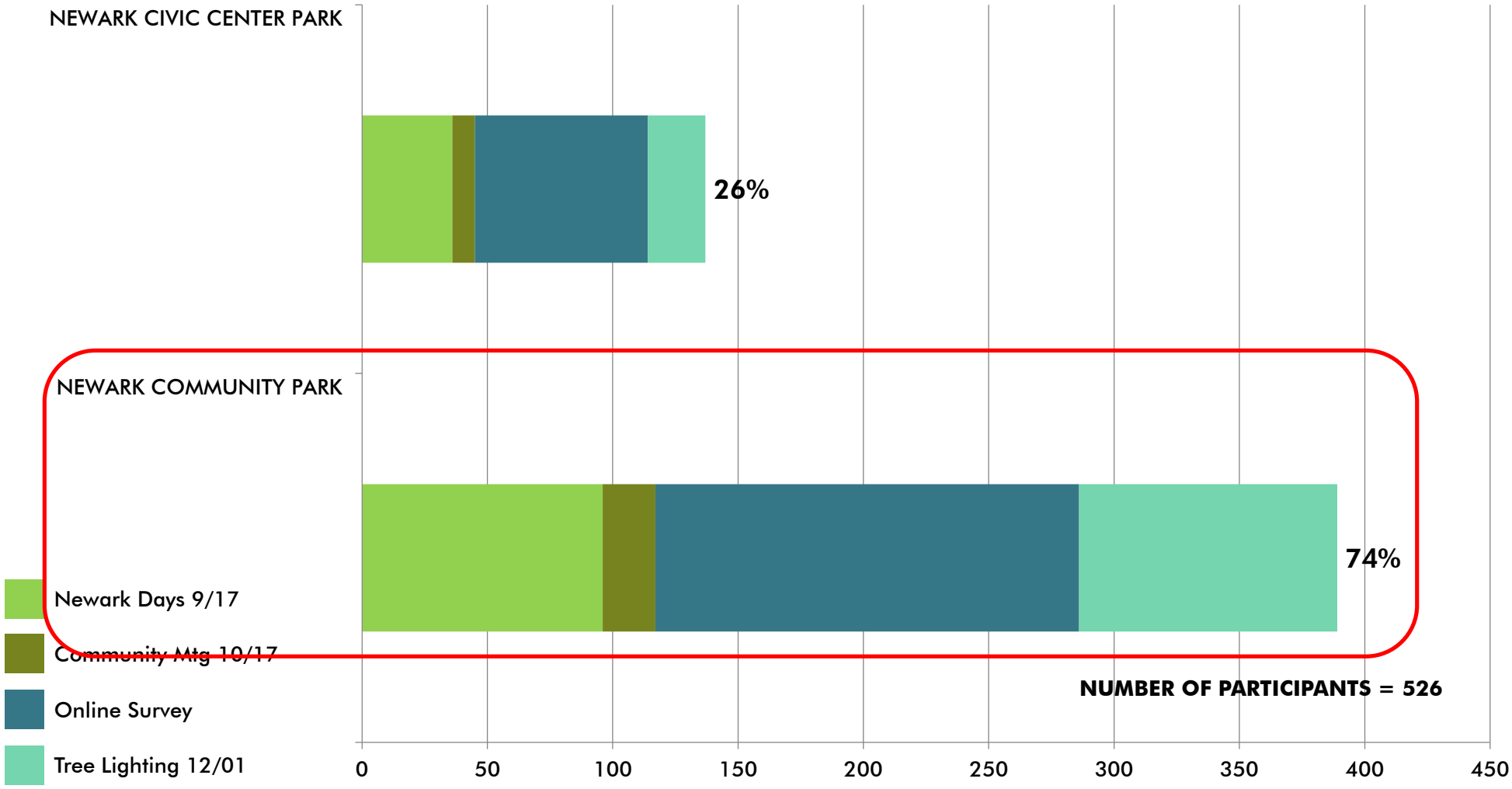
EVALUATION CRITERIA

POOR FAIR EXCELLENT

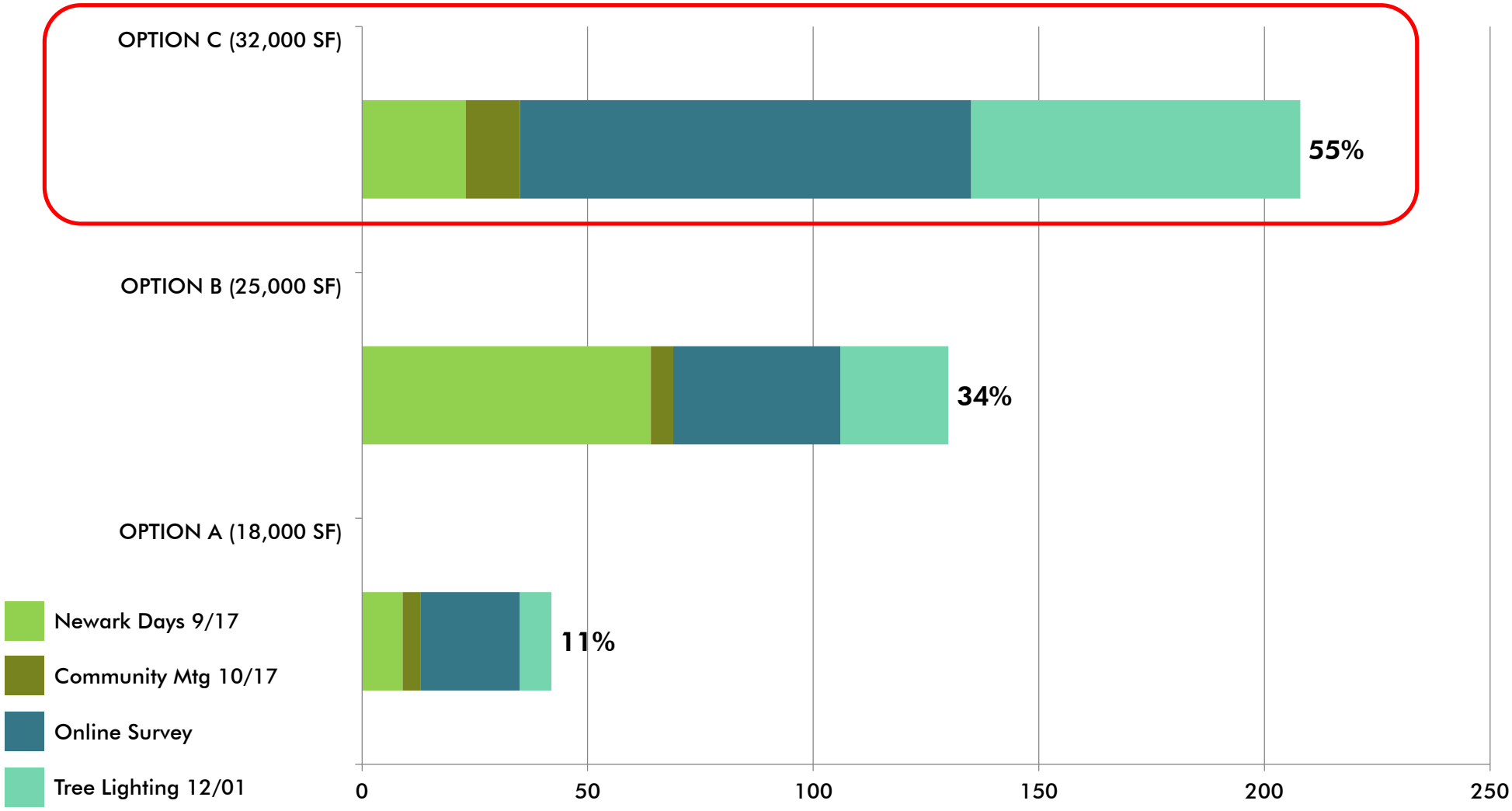
TOP CRITERIA

	COMMUNITY CENTER & ANNEX AT NEWARK COMMUNITY PARK				OLD LIBRARY AT NEWARK CIVIC CENTER PARK			
	Base- A (18k SF)		Base+B (25k SF)	Base+B+C (32k SF)	Base- A (18k SF)		Base+B (25k SF)	Base+B+C (32k SF)
	Renovate Community Center & Annex	Replace Community Center & Annex	Consolidate: Relocate/ replace Senior Center	Expand Community Center	Renovate Old Library	Replace Old Library	Consolidate: Relocate/ replace Senior Center	Expand Community Center
OPERATIONAL EFFICIENCY	🔴	🟢	🟢	🟢	🔴	🟢	🟢	🟢
COMMUNITY NEEDS	🔴	🟢	🟢	🟢	🔴	🟢	🟢	🟢
COSTS	🟢	🟡	🔴	🔴	🟢	🟡	🔴	🔴
VISIBILITY	🟡	🟢	🟢	🟢	🟡	🟡	🟡	🟡
SYNERGY/ CONNECTIVITY	🟡	🟡	🟢	🟢	🟡	🟡	🟢	🟢
BLDG/ PARK RELATIONSHIP	🟡	🟢	🟢	🟢	🔴	🔴	🔴	🔴
ACCESSIBILITY	🟡	🟢	🟢	🟢	🟡	🟢	🟢	🟢
ENVIRONMENT	🟡	🟢	🟢	🟢	🟡	🟢	🟢	🟢

ROUND 2 COMMUNITY NEEDS ENGAGEMENT RESULTS



ROUND 2 COMMUNITY NEEDS ENGAGEMENT RESULTS



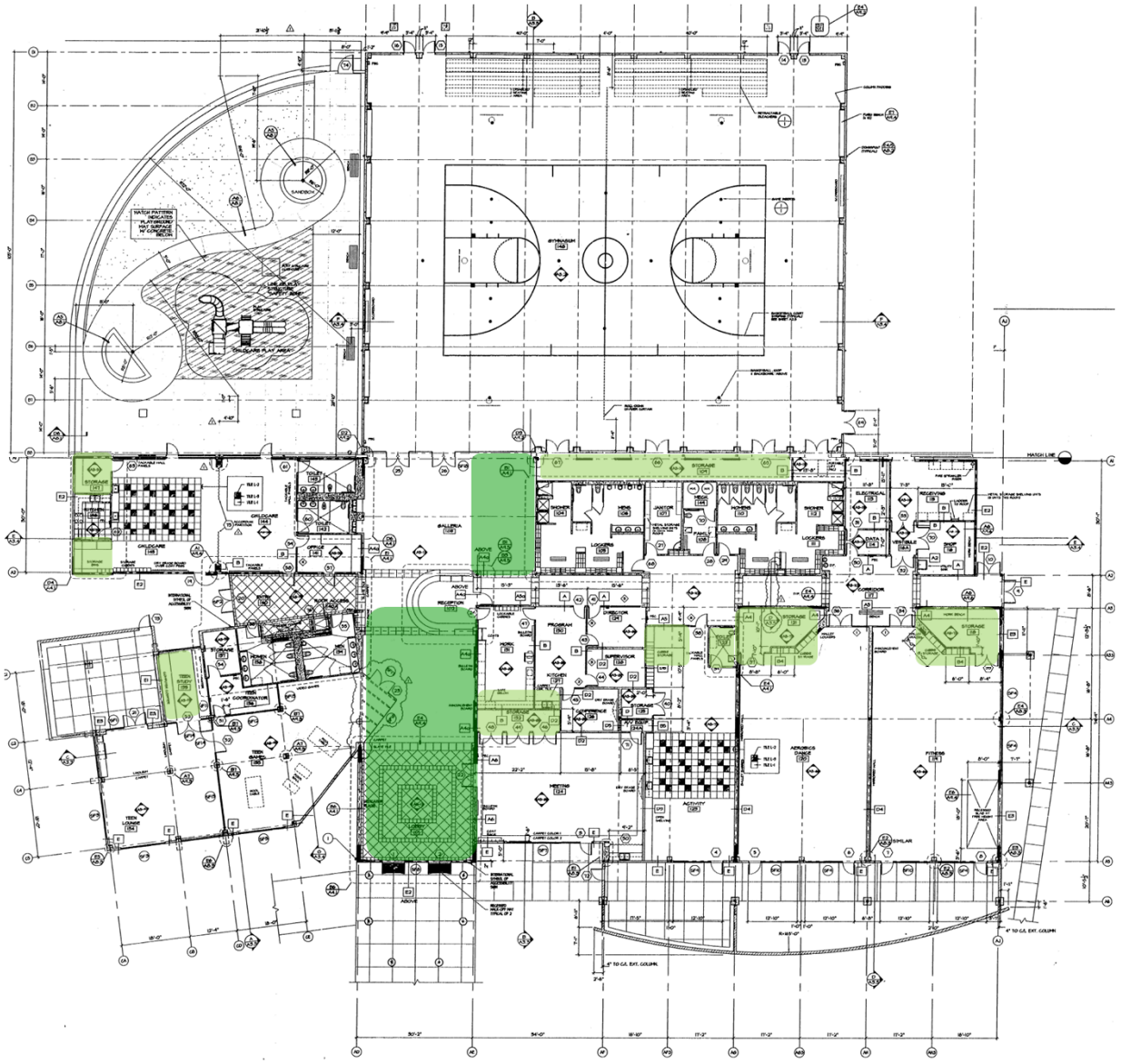
RECREATION NEEDS

SILLIMAN CENTER

GENERAL
Improved storage for all program spaces

GENERAL
Look at underutilized space for additional program opportunities

FUTURE NEEDS
Multi use gym and courts with indoor walk/run track



NEWARK ADMINISTRATION, PUBLIC SAFETY & SERVICE FACILITIES

7 FIRE STATION 27



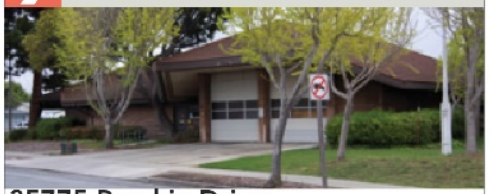
39039 Cherry Drive
- 7,005 SF

8 FIRE STATION 28

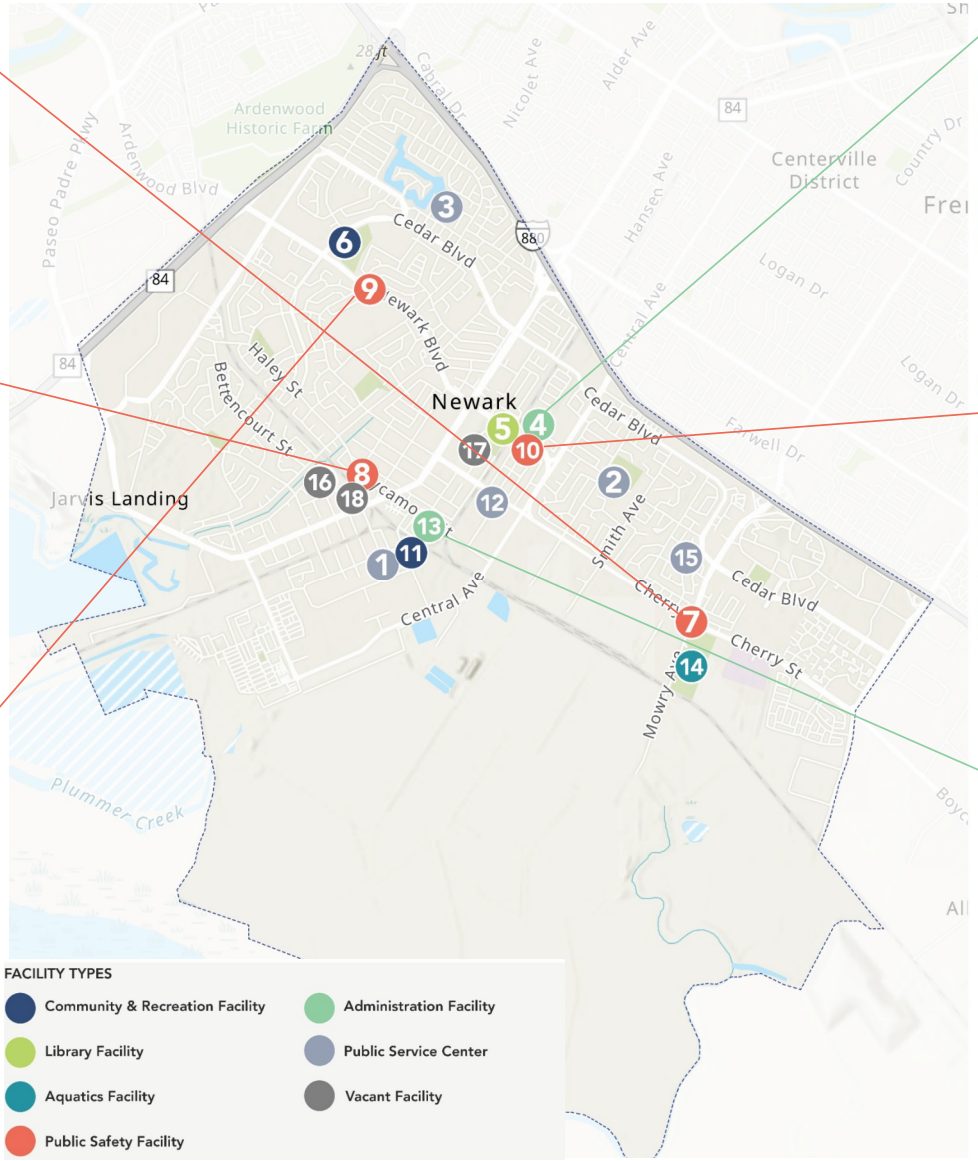


7550 Thornton Avenue
- 18,000 SF

9 FIRE STATION 29



35775 Ruschin Drive
- 5,450 SF



4 DAVID W. SMITH CITY HALL



37101 Newark Blvd.
- 25,638 SF

10 POLICE STATION



37077 Newark Blvd.
- 23,987 SF

13 SERVICE CENTER (NEWARK PUBLIC WORKS MAINTENANCE)



37440 Filbert Street
- 24,700 SF

ADMINISTRATION NEEDS

CITY HALL

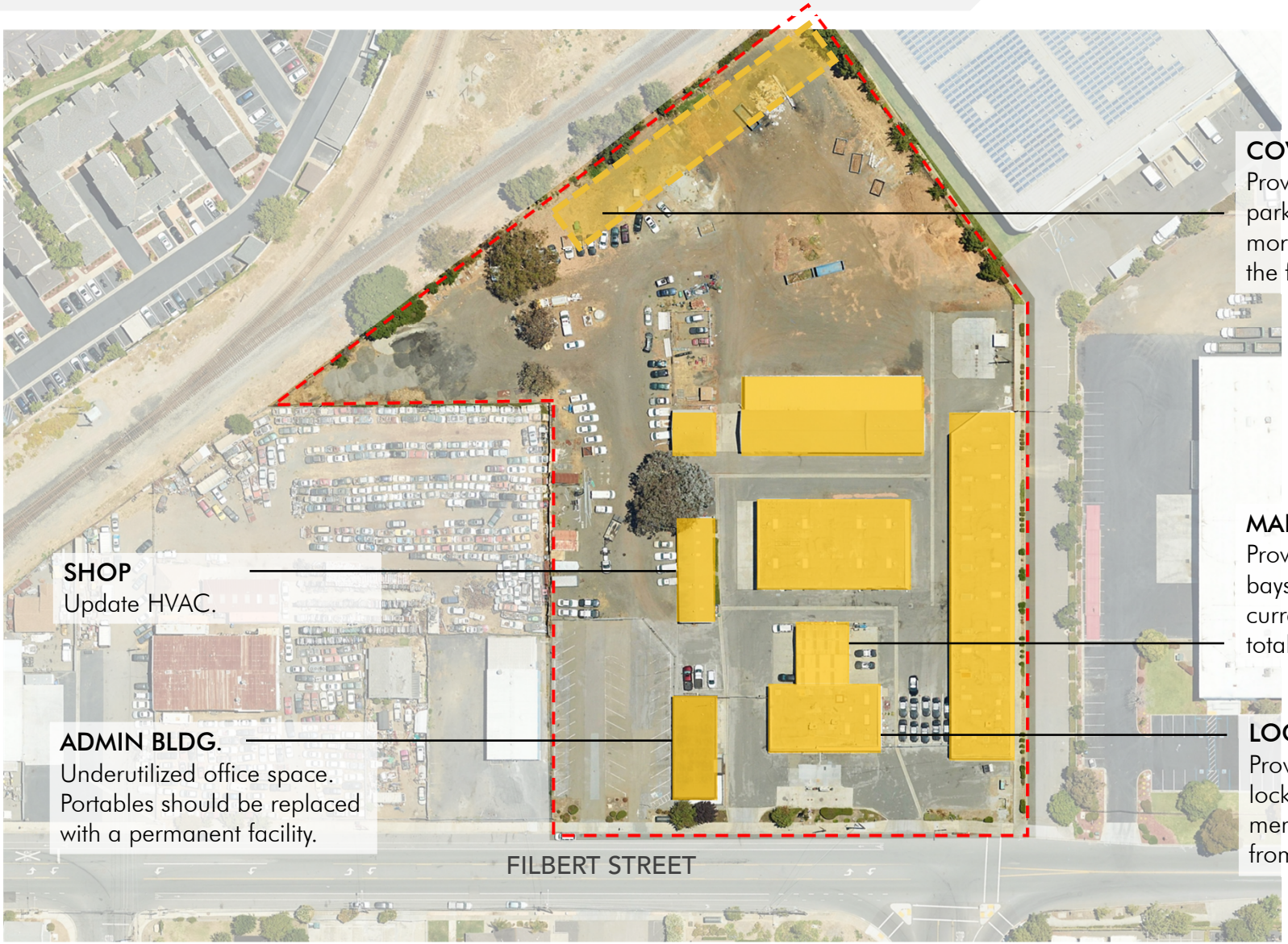
WORKSPACE
Limited vacant workstations and offices for future staff growth.

MEETING ROOMS
Meetings rooms have been reduced to accommodate for current office needs.
Need for small focus/zoom rooms

PUBLIC SPACES
Public counters and lobbies are underutilized.
Security concerns regarding current public counters.



PUBLIC SERVICE CENTER NEEDS



SHOP
Update HVAC.

ADMIN BLDG.
Underutilized office space. Portables should be replaced with a permanent facility.

COVERED PARKING
Provide additional covered parking that can double as a more secure perimeter for the facility.

MAINTENANCE BAYS
Provide new maintenance bays that accommodate the current fleet sizes. Provide a total of 4 bays.

LOCKERS/BREAK ROOM
Provide adequate locker/changing room for men and women, separate from break room.

PUBLIC SAFETY NEEDS

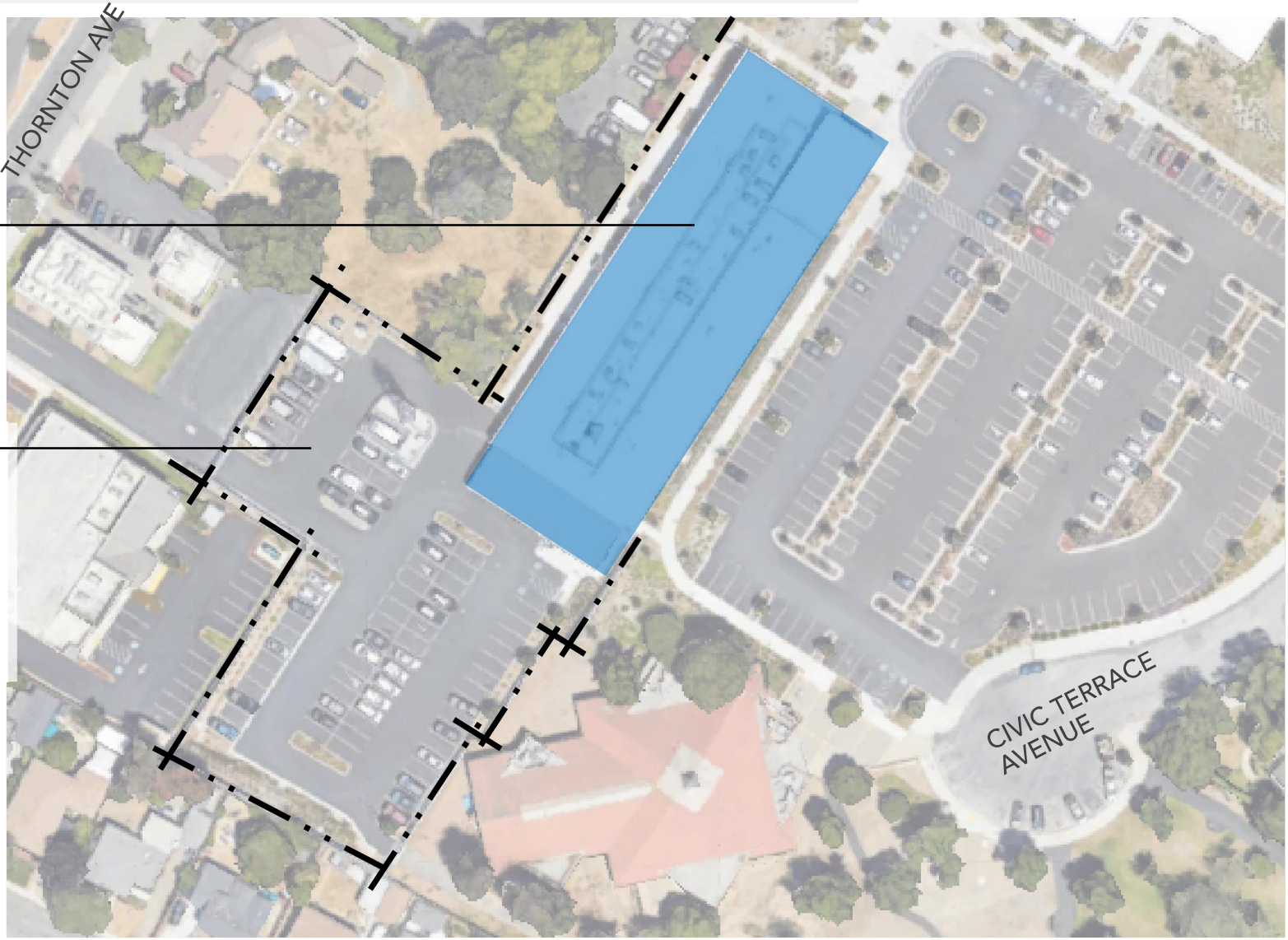
POLICE STATION

INTERIOR

Minor interior improvements to improve operations and security.

EXTERIOR

- Improvements to site security, vehicle charging capacity and operations.
- Improve roof and storm drainage and waterproofing issues.



FIRE STATION NEEDS

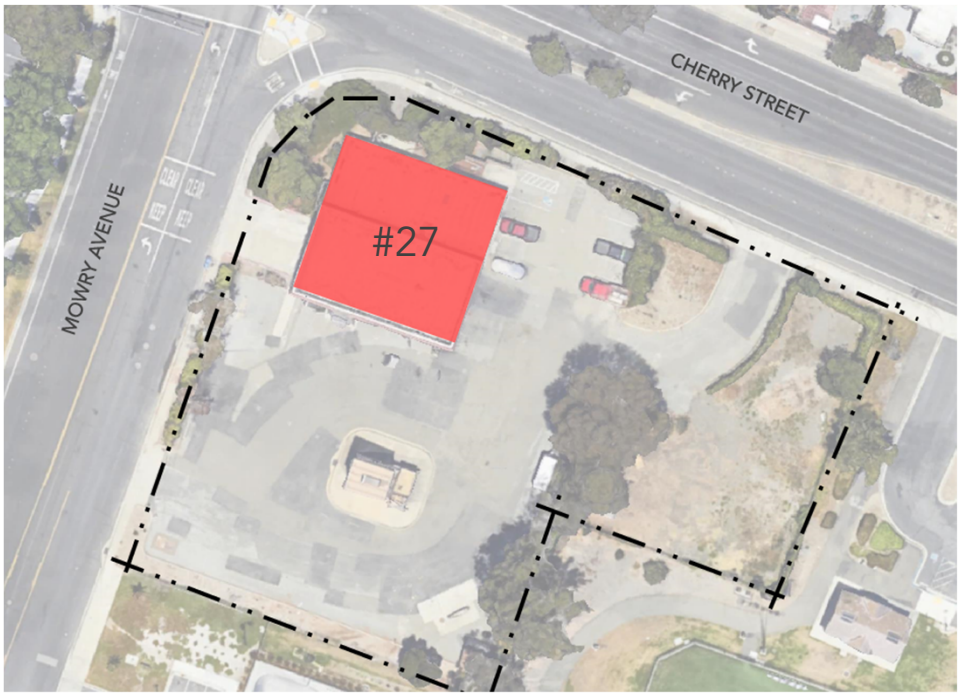
FIRE STATION 27 & 29

ESSENTIAL SERVICE ACT COMPLIANCE ISSUES
Both facilities need seismic strengthening and emergency back-up power.

CODE COMPLIANCE ISSUES
Current facilities do not meet current ADA as well as other compliance issues with egress and ventilation.

LIFE SAFETY ISSUES
Current facilities need fire alarm systems.

OPERATIONS
Improvements to bring facilities up to current best practices for fire operations and security.





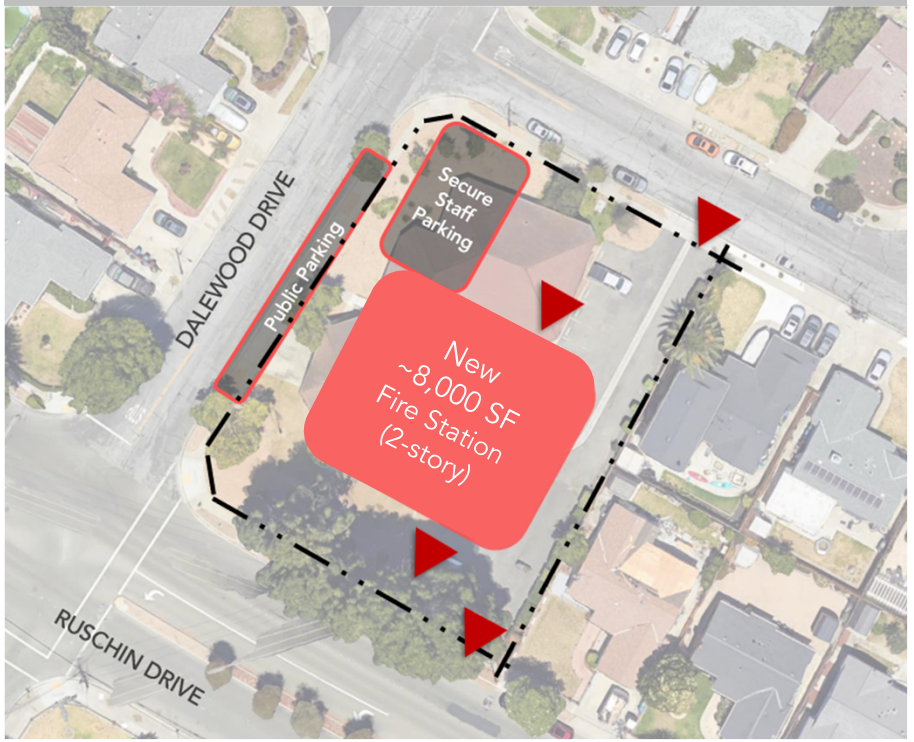
FIRE STATION OPTIONS

FIRE STATION 27 & 29

FIRE STATION #27



FIRE STATION #29



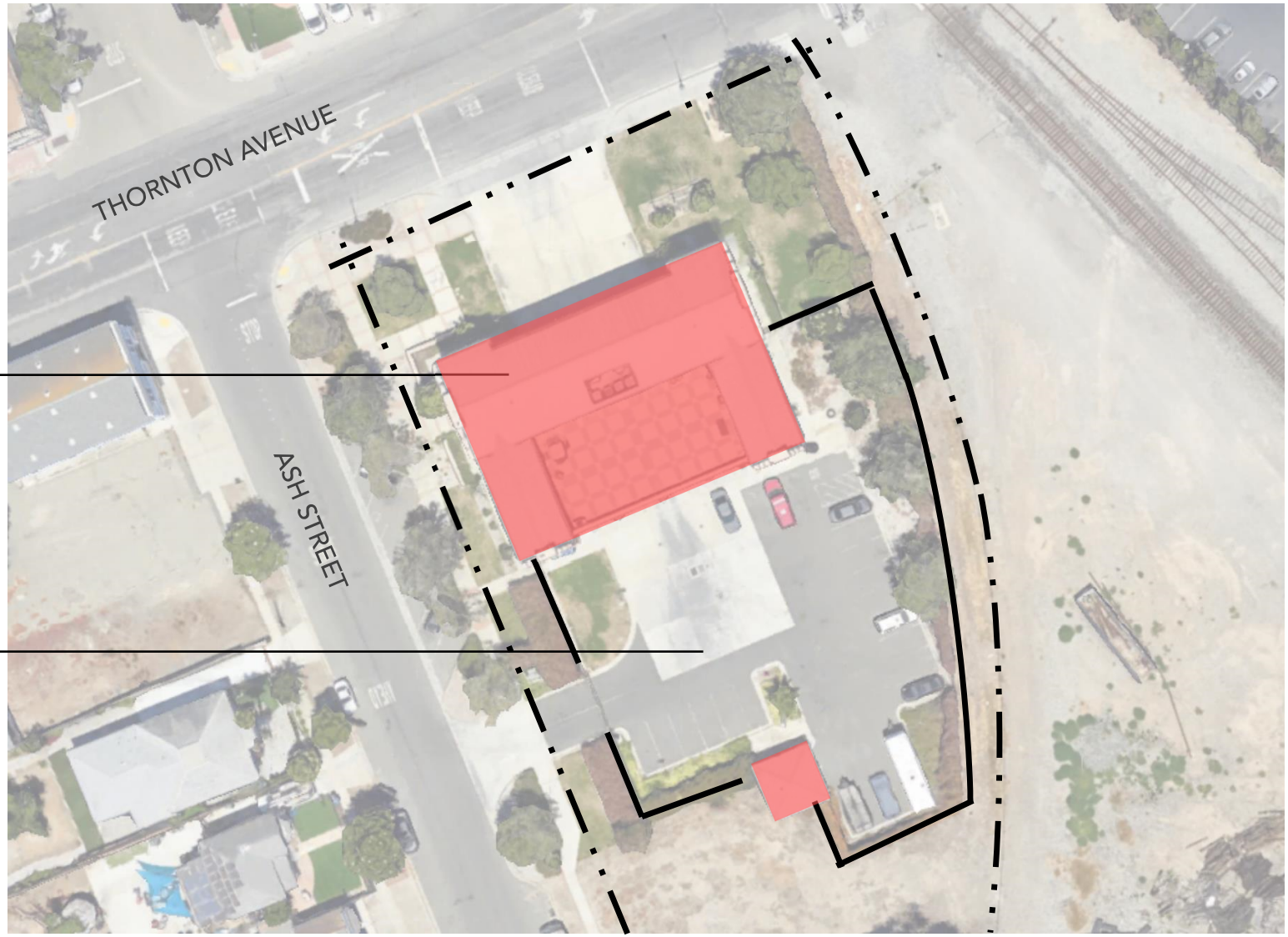
FIRE STATION NEEDS

FIRE STATION 28

ESSENTIAL SERVICE ACT COMPLIANCE
Increase emergency power capacity for the entire facility and systems.

INTERIOR
Minor interior improvements to improve life safety, code compliance, operations and security issues.

EXTERIOR
Improvements to site security and operations.



AGENDA

1. Project Goals and Schedule
2. Facility Conditions Assessment
3. Space Needs
   - Community, Recreation & Aquatics
   - Admin, Public Safety & Service
4. Facility Options
5. Implementation Plan



FACILITY IMPROVEMENT PROJECTS

		Project Costs	Immediate & Short Term	Near Term (3-5 yrs.)	Mid Term (6-10 yrs.)	Long Term (11-20 yrs.)
AQUATICS	Improvement to Silliman Center • Updated pool amenities • Improve Check-in and Staff Workspaces • Ninja Cross and Aquatic Fitness	*$7-9M* *($5-6M)* *($1-1.5M)* *($1-1.5M)*			✓	
COMMUNITY & ARTS	New 18-32k SF Community & Arts Center @ Community Park	*$31-56M*	✓			
RECREATION	Improvement to Silliman Center • Improved Storage • Evaluate underutilized space for additional program opportunities • Evaluate additional gym and courts w/indoor walk/run track	*$3-4M* *$23-28M*				✓ ✓
CITY HALL	Minor improvements to City Hall	*$1.5-2M*				✓
SERVICE CENTER	Improvements to Service Center • New Admin Building • New maintenance bays (4) • Update locker/changing rooms and break room • Update HVAC in Shop Bldg. • Additional covered parking	*$18.5-23M* *($3-4M)* *($7-8M)* *($2-3M)* *($.5-1M)* *($6-7M)*		✓		
FIRE	New ~8k Fire Station 27 New ~8k Fire Station 29 Upgrades to Fire Station 28	*$15-19M* *$15-19M* *$1.5-2M*	✓ ✓	✓		
POLICE	Minor improvement to Police	*$2-2.5M*			✓	
SAFETY ISSUES			$52-500K			
MAINTENANCE			$4.5-12.3M	$7.4-10M	$15.7-20.5M	$45-57.6M


THANK YOU!
GROUP 4
ARCHITECTURE

STAFF REPORT

Item F. 4.

DATE	02/22/2024
TO	Honorable Mayor and City Council Members
FROM	Steven Turner, Community Development Director
SUBJECT	Presentation regarding Newark's Transient Occupancy Tax (TOT) and the Newark hotel market

SUMMARY AND RECOMMENDATION

Staff recommends that the City Council receive an informational presentation on Newark's Transient Occupancy Tax (TOT) and the Newark hotel market.

BACKGROUND

In November 2022, the Council received an informational presentation on Newark's Transient Occupancy Tax (TOT) and the Newark hotel market. The attached presentation for February 22, 2024, summarizes and updates that information. The 2022 and the 2024 reports are collaborations between the Departments of Finance, Community Development, and the City Manager's Office with input from the Embarcadero Hotel Group consultants, Sondra Storm and Mark Keller. The consultants maintain a diverse practice in hotel market analysis, hotel development, and hotel operations for both private and public clients.

Both the November 2022 and the February 2024 presentations review: (1) the financial impact of the TOT to the City and the legal basis in State law to collect it; (2) the market factors that contribute to successful hotels and strong TOT revenue with a focus on business recovery following the COVID-19 pandemic; and, (3) TOT rates in cities across the Bay Area including Newark.

Today, the hotel industry is recovering from the COVID-19 pandemic. That recovery remains a critical factor for Newark hotels because of an unprecedented drop in hotel revenue and associated city TOT revenue. The revenue losses started dramatically in March 2020 and are not restored today, almost four years later. City TOT revenue dropped from almost $7 million per year in pre-COVID fiscal year 2019 to slightly under $3 million per year in fiscal year 2021. The presentation will relate this history to present performance and explain the reasons for the recovery and the financial risk for hotels when the recovery is not yet complete.

DISCUSSION/ANALYSIS

As a hotel market, Newark is distinctive because it has an unusually large number of competitive, business-serving hotels for a city of its size. Therefore, TOT revenue is also an unusually large contribution for Newark's size and is critical to the city's budget. TOT revenue is partly a function of the market: the number of hotels and hotel rooms, the room rate, and the number of rooms occupied. TOT revenue is also a function of the voter-approved TOT rate: the percentage of the room rate that is added to the customer's bill and paid to the City as TOT.

The presentation will compare the TOT rates approved by voters in Bay Area cities, including Newark. The data indicates that Newark is 'undercharging' with its 10% TOT rate, while most Bay Area cities have 14% rates. The consultant will explain how hotel guests perceive TOT in the marketplace, why there is typically widespread voter support for TOT rate increases in the Bay Area, and the revenue Newark would receive at the regionally prevailing 14%.

The report and presentation for the following item on the agenda for this City Council meeting acknowledges that there are several current and future needs of the City - including most significantly the need for capital improvements as identified in the Facilities Master Plan that is currently being developed - and recommends that the Council provide direction to City staff to conduct polling to gauge whether there is community support to increase the TOT rate in order to pay for these needs and improvements.

FISCAL IMPACT

There is no fiscal impact as this is an informational item.

REVIEW AND APPROVAL

Prepared by - Anne Stedler, Deputy Economic Development Director
Reviewed 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

Presentation



NEWARK
california

TRANSIENT OCCUPANCY TAX (TOT) RECOMMENDATIONS TO CITY COUNCIL



FEBRUARY 22, 2024

AGENDA

1. TOT ORDINANCE OVERVIEW
2. TOT REVENUE UPDATE
3. HOTEL DEVELOPMENT UPDATE
4. NEWARK HOTEL MARKET ANALYSIS
5. NEXT STEPS

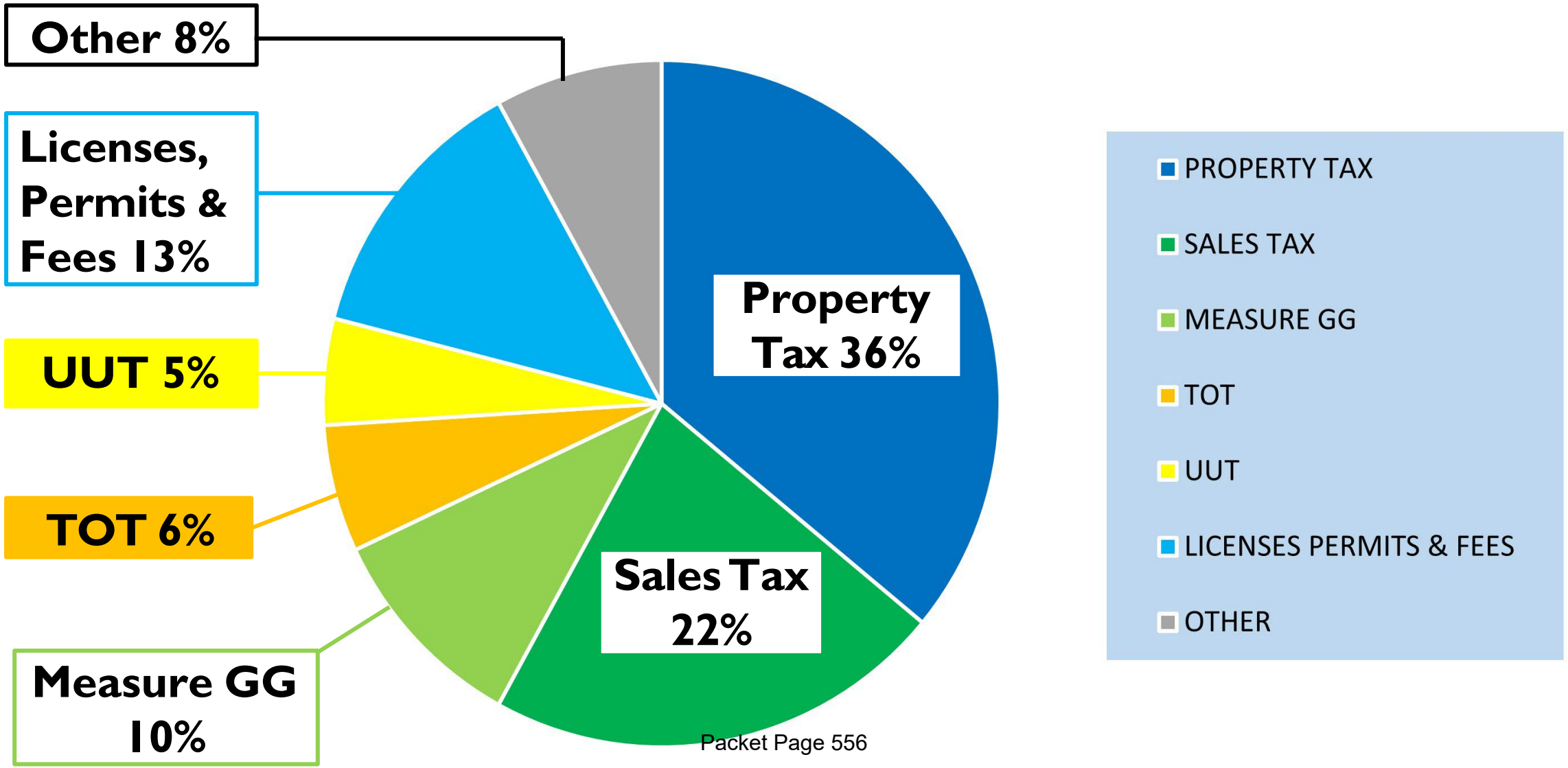
TRANSIENT OCCUPANCY TAX (TOT)

- A tax imposed on occupants for the privilege of occupying rooms in hotels and any structure intended for transient occupancy.
  - Who pays TOT?
    - The guest, for each overnight stay
    - Less than 30 days = transient occupancy
  - Hotel operators collect and remit to the city
    - Monthly and Quarterly

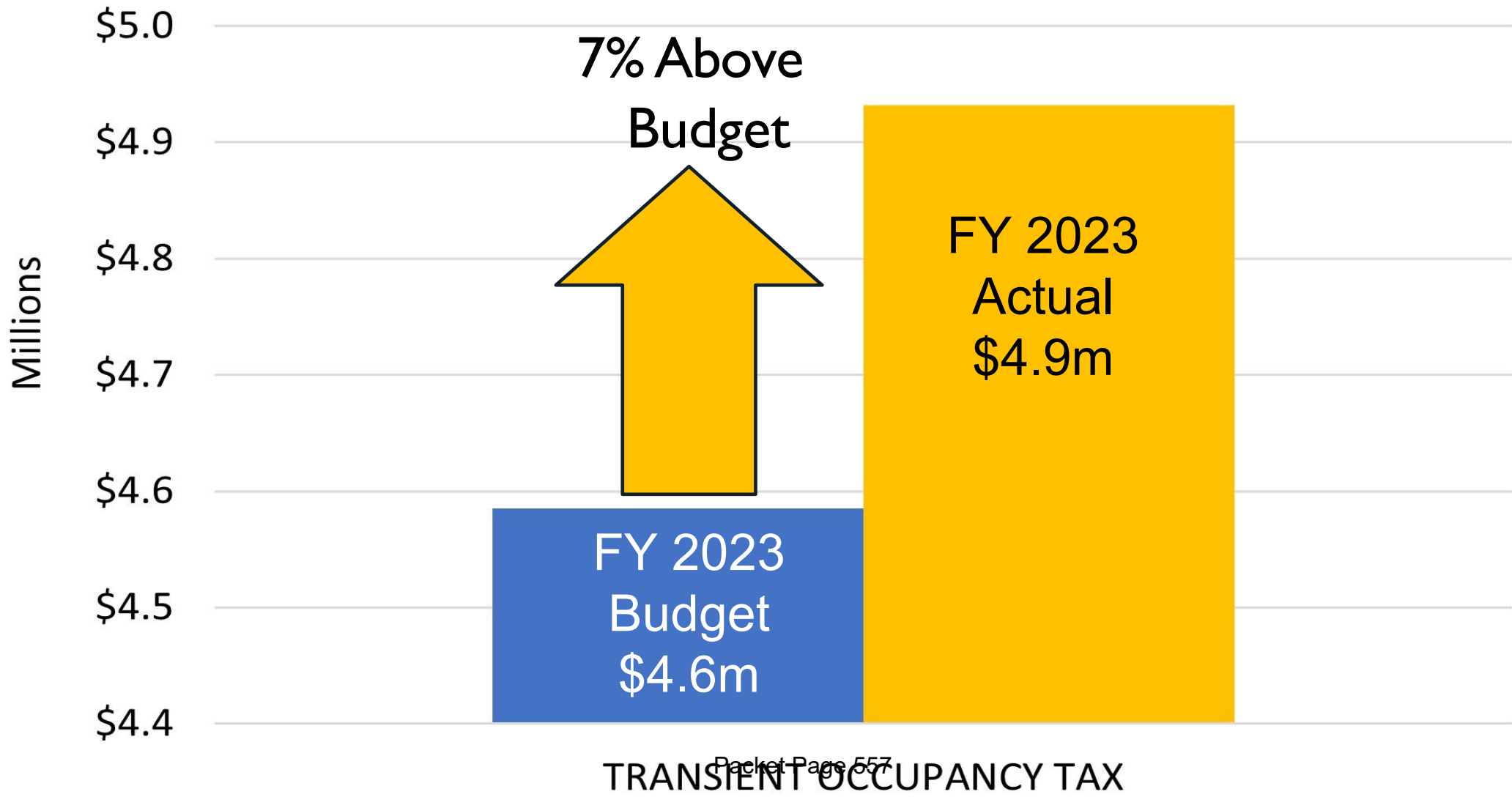
ORDINANCE OVERVIEW

- California Revenue and Taxation Code 7280-7281
  - Authorizes general law city to impose a transient occupancy tax
  - Tax Imposed
    - Increase, expansion or extension requires voter approval
    - General Tax requires a majority vote
    - Newark's current rate = 10%

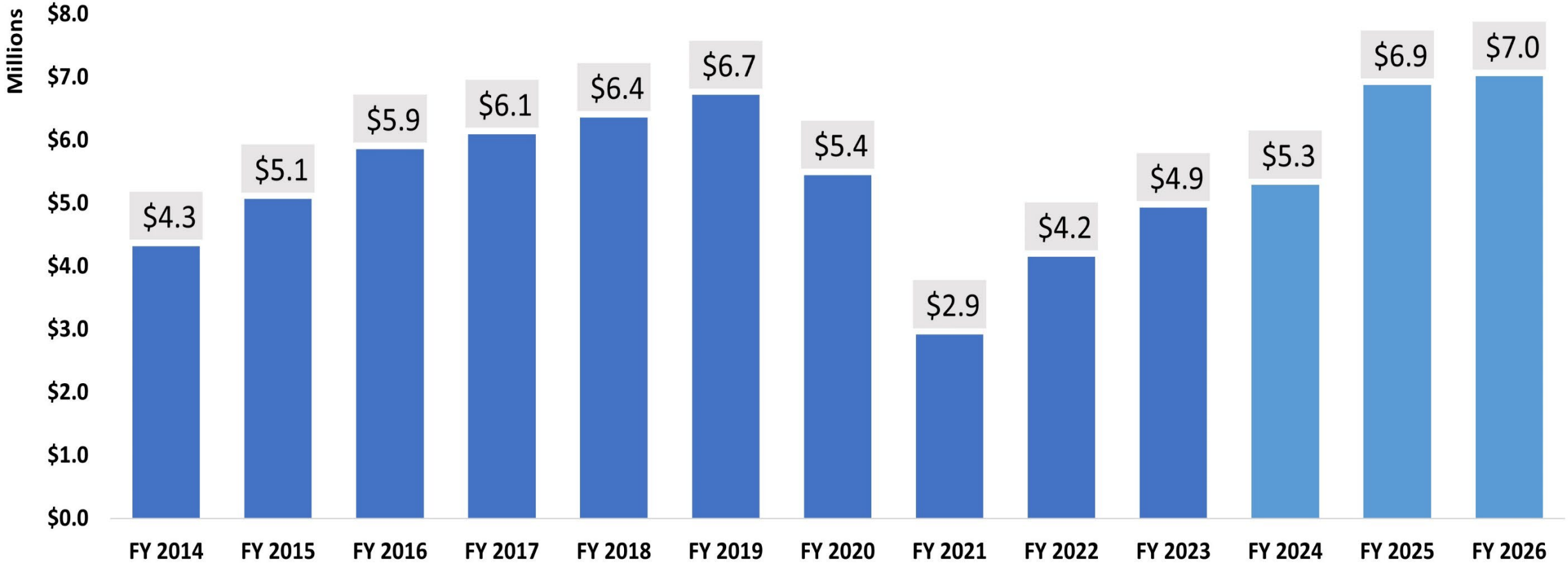
REVENUE UPDATE – FY 2023 RESULTS



REVENUE UPDATE – FY 2023 RESULTS



10-YEAR HISTORICAL & 3-YEAR FORECAST



HOTEL DEVELOPMENT UPDATE

HYATT PLACE HOTEL – OPENED JUNE 2023









NEWARK'S HOTEL MARKET – RESILIENCY, RECOVERY







THE NEWARK HOTEL MARKET UPDATE – February 2024

01

Pre Covid and Today

02

Compared to nearby markets

03

TOT rates compared to nearby markets

04

Next Steps

NEWARK HOTEL MARKET – 10-YEAR TRENDS

- Companies locating and growing in Newark and Fremont, including Tesla, Lucida, med-tech and more.
- Tech Giants: Meta (Facebook), Alphabet (Google), Apple, and other tech growing in the greater region.
- Convenient location to Bay Area cities and its 3 major airports, and proximity to Menlo Park and Palo Alto via Dumbarton bridge.
- Proximity to San Francisco and the San Jose Convention Center.

BAY AREA HOTEL MARKET 2023 UPDATE.

POST COVID AND THE FUTURE

- In 2023, the regional hotel market still lags significantly behind the national market recovery.
- Silicon Valley is outperforming San Francisco.
- Bay Area tech companies are ramping up pressure on employees who have been working remotely to return to company offices
- Changes in the percentage use of office space are the greatest drivers of increased hotel demand in the Bay Area.
- Convention visitation, and destination travel to San Francisco both still lag well behind pre-covid levels

NEWARK BUSINESS CLASS HOTELS COMPARED

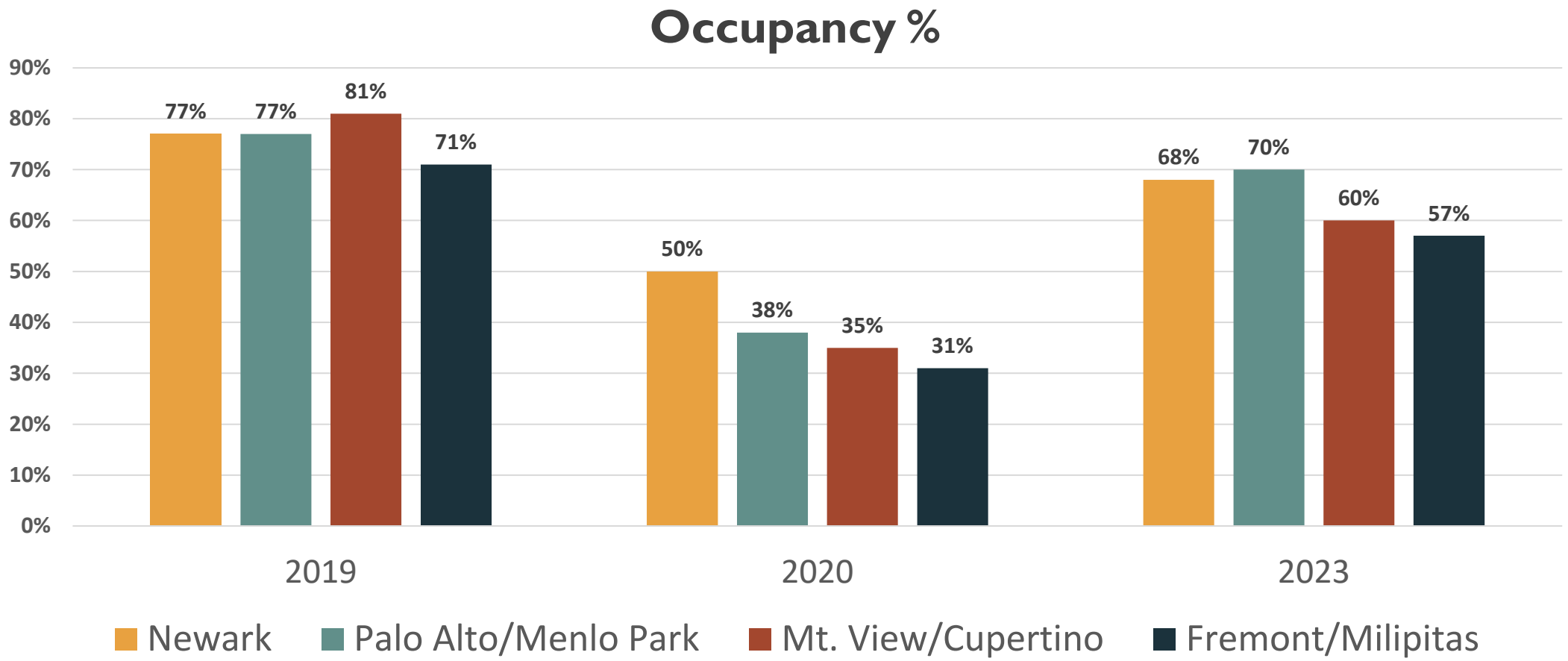
To selected nearby markets:

- Fremont/Milpitas
- Mountain View/Cupertino
- Palo Alto/Menlo Park

Performance Measures:

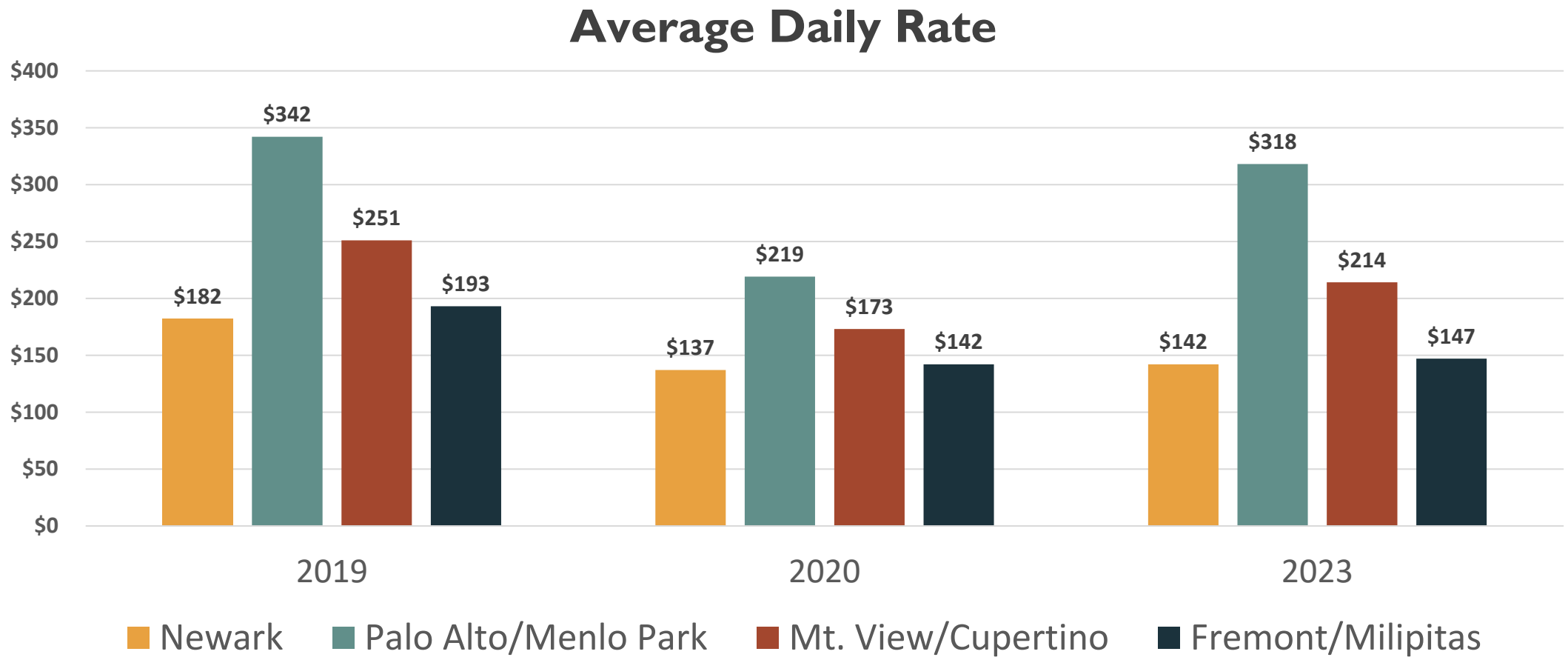
- Occupancy
- Average Daily Rate (ADR)
- Revenue Per Available Room (RevPAR)

OCCUPANCY
2019 – 2023



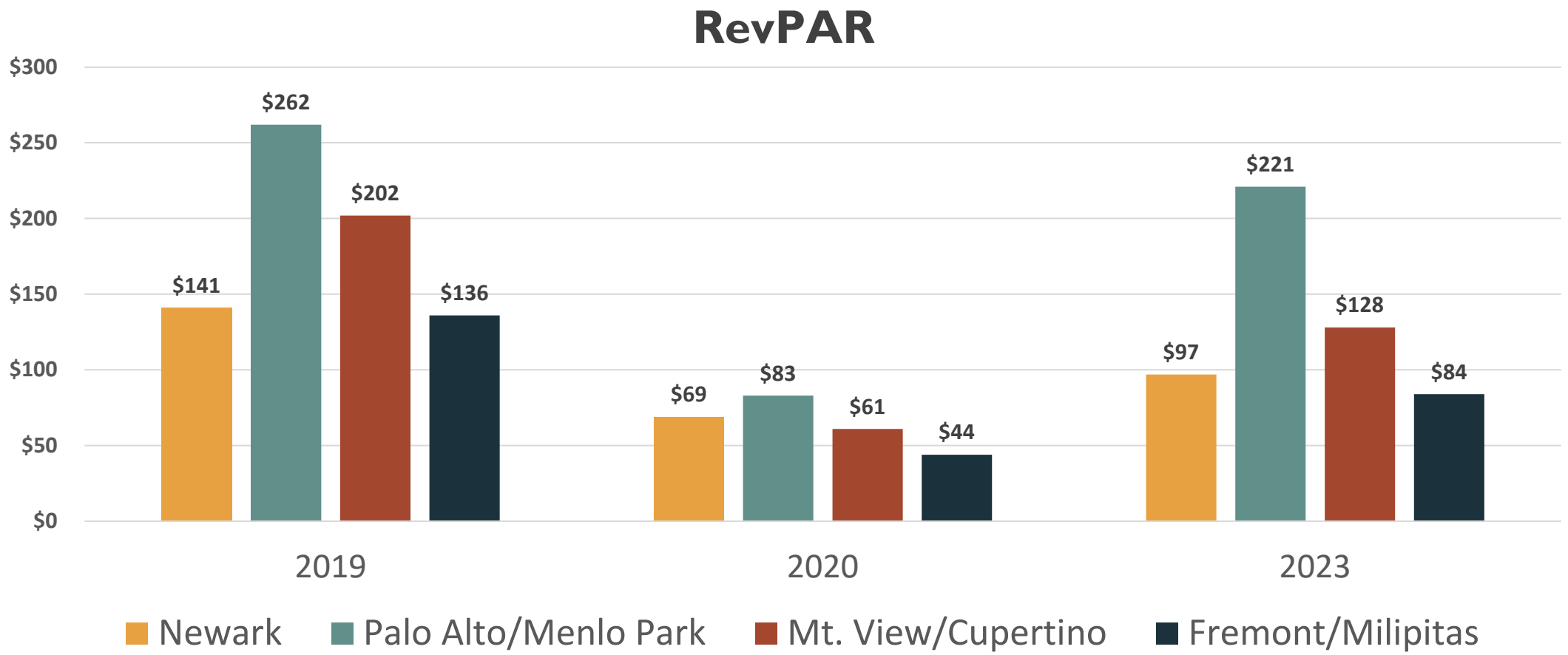
*Sources CoStar/STR, Embarcadero Hospitality Group

AVERAGE DAILY RATE
2019 – 2023



*Sources CoStar/STR, Embarcadero Hospitality Group

REVENUE PER AVAILABLE ROOM (REVPAR) 2019 – 2023



*Sources CoStar/STR, Embarcadero Hospitality Group

NEWARK POST-COVID HOTEL PERFORMANCE COMPARED TO OTHER SELECT BAY AREA MARKETS

Percentage of 2019 (pre-Covid) revenue:

	Newark	Fremont/ Milpitas	Mt.View/ Cupertino	Palo Alto/ Menlo Park
2020	49%	32%	30%	32%
2021	48%	35%	28%	38%
2022	66%	60%	62%	78%
2023*	69%	62%	63%	85%

*2023 includes projection for December

- In 2019 - 2023, Newark added many new hotel rooms as a percentage, but still outperformed Fremont, Milpitas and many Bay Area hotel markets, due to:
  - Convenient location.
  - New and expanded businesses near Newark.
  - Newark's hotels cost less.
  - More of Newark's hotels have extended-stay features.
  - Newark is perceived as a nicer, safer place to stay than other Bay Area options at similar price-points.

NEWARK – POST COVID RECOVERY STRENGTHS



- Recent expansion in biotech and EV industries will generate overnight stays:
  - Allogene, Atum, Cepheid, Gissing, FreeWire, Lucid Motors, Meta and Vector Laboratories
  - Almost 1.8 million sq ft industrial building area
- Attractive, new hotels

NEWARK – POST COVID RECOVERY OPPORTUNITIES

- Potential to add more industry.
- Potential to attract more leisure travelers with restaurants, strong location, event spaces, shopping, and proximity to bike trails and Don Edwards Wildlife Refuge.



NEWARK – HOTEL MARKET RECOVERY CHALLENGES

- A surge of New hotel rooms in Newark, Fremont and Milpitas -- based on pre-covid demand -- dilute revenue per hotel.
- Several Newark Hotels have been unable to keep up on renovation and update schedules due to loss of revenues per room since 2020
- Meta has faced a number of challenges.
- Delay of the Dumbarton Railway bridge project.
- Dependent on business travel.
- Fewer and smaller tech conventions in the Bay Area



TRANSIENT OCCUPANCY TAXES

BENEFITS OF STRONG HOTEL PERFORMANCE TO NEWARK

NEWARK SUPPLY INVENTORY – 10 HOTELS (1,605 ROOMS)

Property	Rooms	Parent Brand	Class
Doubletree by Hilton	315	Hilton	1984
Homewood Suites	192	Hilton	1999
Courtyard	181	Marriott	2002
Aloft	172	Marriott	2000
Residence Inn	168	Marriott	2002
EZ8 Motel	141	Independent	1985
Chase Suites	140	Independent	1986
SpringHill Suites	119	Marriott	2019
Staybridge Suites	104	IHG	2019
Wyndam Garden (formerly Comfort Inn)	101	Wyndam	1986
Hyatt Place	112	Hyatt	2023

*Note the conversion of the TownPlace Suites to residential in 2022 removed 125 rooms from the market.

City	Current Hotel Taxes Rates Selected Bay Area Cities
Newark	**10%**
Menlo Park	**14%**
Milpitas	**14%**
Fremont	**10%**
Oakland	**14%**
Palo Alto	**15.50%**
Redwood City	**12%**
San Carlos	**14%**
Santa Clara	**11.5% and 13.5% (**2% CFD near Levi's Stadium)
San Francisco	**16.25%** (14% city + convention & additional location fees)
San Jose	**14%** (10% city + 4% convention center)
San Leandro	**14%**
Sunnyvale	**12%**
Union City	**13.54%** (As of July 1, 2022)

TRANSIENT OCCUPANCY TAX RATES

TRANSIENT OCCUPANCY TAXES

Three nearby cities adopted TOT increases through via public approval of ordinances in November 2022 elections:

- Alameda 14% (from 10%)
- Belmont 14% (from 12%)
- Millbrae 14% (from 12%)

Current and Potential Newark Transient Occupancy Taxes @ 10% to 14%

FY 2019 (pre Covid)	Existing 10% Rate	If 12%	If 14%
Collected	$6,700,000	$8,040,000	$9,380,000
Difference		+ $1,340,000	+ $2,680,000

FY 2023	Existing 10% Rate	If 12%	If 14%
Collected	$4,950,000	$5,940,000	$6,930,000
Difference		+ $990,000	+ $1,980,000

ECONOMIC ACTIVITY AND CITY BENEFITS OF HOTELS

- Hotels generate TOTs and other economic benefits:
  - Hotel guests in the U.S. spend an additional $1.22 in the community for every $1 they spend on their hotel bill*.
  - Great hotels help Newark attract businesses.
  - Hotels generate construction and ongoing hotel jobs.
  - Sports tournament and other marketing initiatives possible with increased TOT taxes, incorporating hotel feedback

* 2019 Oxford Economics

BENEFITS OF STRONG HOTEL PERFORMANCE
TOT REVENUES @ 10% FOR ONE 100-ROOM HOTEL

Performance	Weaker	Stronger
Occupancy	60%	80%
Average Rate	$120	$180
Annual Revenue	$2,680,000	$5,256,000
TOT at 10%	**$268,000**	**$525,600**

$257,600 difference:
Strong hotel performance benefits owners and community

NEXT STEPS

- Monitor hotel statistics.
- Continued communication with hotels to understand challenges, strengths and opportunities.
- Consider submitting to voters a potential increase of the TOT rate to contribute to Newark's General Fund and update ordinance.






AYBRIDGE
SUITES

QUESTIONS?


Residence
Inn
Marriott
COURTYARD
Marriott


HOMEWOOD
SUITES
Hilton
39270

STAFF REPORT

Item F. 5.

DATE	02/22/2024
TO	Honorable Mayor and City Council Members
FROM	Lenka Hovorka, Assistant City Manager
SUBJECT	Motion to direct staff to proceed with a community survey to gauge support for a potential Transient Occupancy Tax ("TOT" and commonly known as the "Hotel Tax") ballot measure

SUMMARY AND RECOMMENDATION

Staff recommends that the City Council proceed with a community survey to gauge Newark voters' support for a potential ballot measure that would increase the Transient Occupancy Tax ("TOT" and commonly known as the "Hotel Tax") rate. The results of the survey would then be presented at a future City Council meeting and further discussion and action would be needed should City Council desire to place an item on the ballot this November for voter consideration.

BACKGROUND

During tonight's City Council meeting, under Item F.3, City staff and a consultant will provide a presentation to City Council that provides an update on the development of the City's first Facilities Master Plan. The presentation will summarize information obtained from recent community engagement and present the findings of building experts who assessed and evaluated the City's existing buildings for future maintenance needs. The information is summarized as follows:

(1) The City will need to spend approximately $73 million over the next 20 years to maintain and preserve existing City-owned facilities. (This amount assumes replacement of the Community Center buildings and Fire Station Numbers 27 and 29, and no maintenance of the City's vacant buildings - Watkins Hall, Fire Station 1 and the previous library. If the Community Center buildings and Fire Stations are not replaced, then long-term maintenance costs increase to $87 million.)

(2) Over the next five (5) years, the City can anticipate spending approximately $20 to $25 million on improvements to existing facilities to address the current and future needs of both the City and our community.

(3) Fire Station Numbers 27 and 29 have reached their useful life span and should be replaced in the next one to three (1-3) years. The cost of a replacement fire station is estimated to be between $15 and $19 million per station (between $30 and $38 million in total).

(4) Our community has identified needs for future building spaces for recreational amenities. This includes, in part, an arts & crafts studio, senior lounge, and community room. When our Facilities Master Plan consultant presented our community with two location options for these amenities, the current site of the Newark Community Center was the most favored location. The consultant estimates that construction costs for a replacement facility would be between $32 and $56 million, depending upon the scope and magnitude of the project.

These costs are substantial, and a significant funding source(s) is needed to maintain and preserve our existing infrastructure and to address the current and future needs of our community.

DISCUSSION/ANALYSIS

There are several options to fund the maintenance and capital improvements identified in the findings related to the Facilities Master Plan; however, the costs needed are so high that they cannot realistically be absorbed by the City's operating budget, nor can they be funded solely by securing grants or paid through any current Capital Improvement Plan funding source.

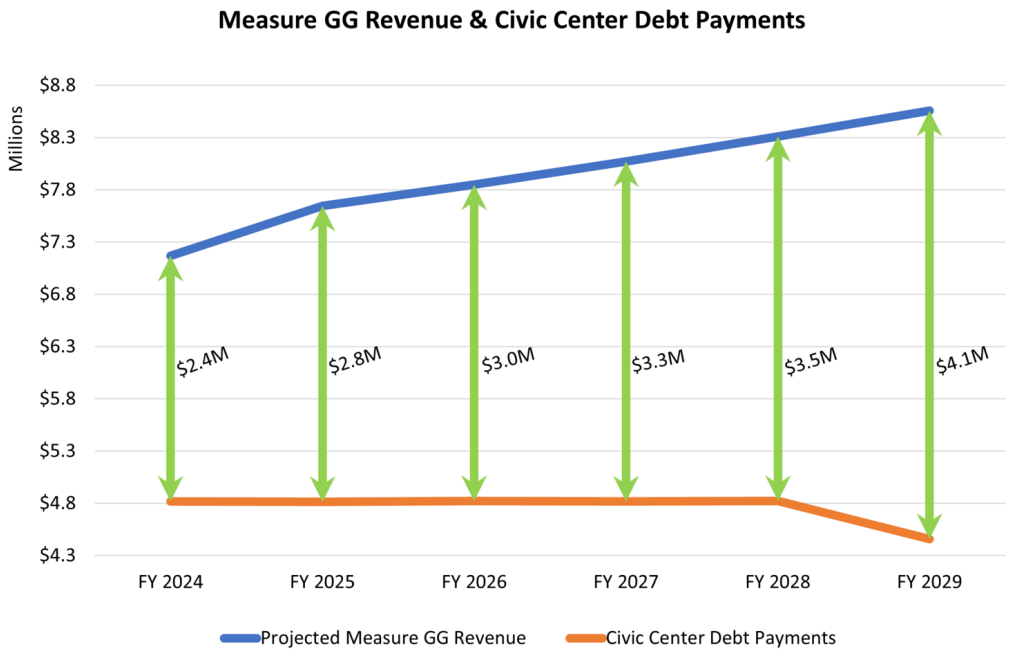
Viable funding sources include: (1) use of current and future Measure GG revenue (offset by bond debts payments); and (2) a potential future revenue measure that would have to be considered and approved by Newark voters.

Measure GG Revenue
In November 2016, Newark voters approved Measure GG, a 25-year one-half cent Transactions and Use Tax (similar to a Sales and Use Tax). While this is a general tax that can be used for any legitimate government purpose, the Council intended these funds would primarily be used to pay for the construction of the new Newark Civic Center.

In July 2019, the City Council authorized the sale of bonds to pay for the Civic Center and further directed City staff to use revenue from Measure GG to make the bond repayment obligations. In analyzing the financial capacity of the City to pay for the approximate $90 million project (the City's largest Capital Improvement Project in our history), conservative sales tax projections were utilized and a reasonable interest rate for bond payment was assumed. However, sales tax is growing more aggressively than projected and the City obtained incredibly favorable interest rates at the time of bond issuance (bonds were issued at a net interest cost of 2.54%).

The difference between revenue from Measure GG and the bond repayments is currently at around $2.4 million per year. That difference, as shown in Graph 1 below, is expected to grow over time because: (1) revenue will increase as sales tax, while inherently volatile, will grow over time; and (2) expenditures will decrease because the cost of the annual payments declines over time (the bond repayments are scheduled and thus known). That difference is anticipated to grow to over $4 million by fiscal year 2029.

Graph 1:



The estimated year-end balance as of June 30, 2024, is approximately fifteen million dollars ($15M). As you can see in the above graph, Measure GG fund is expected to grow by approximately three to four million dollars ($3-4M) per year.

Possible Measure for Newark Voters
Use of current and future Measure GG funds in of itself would be insufficient to address all of the future maintenance needs of the City's current buildings and the needs of our community, as identified in the Facilities Master Plan presentation (item F.3 on the agenda).

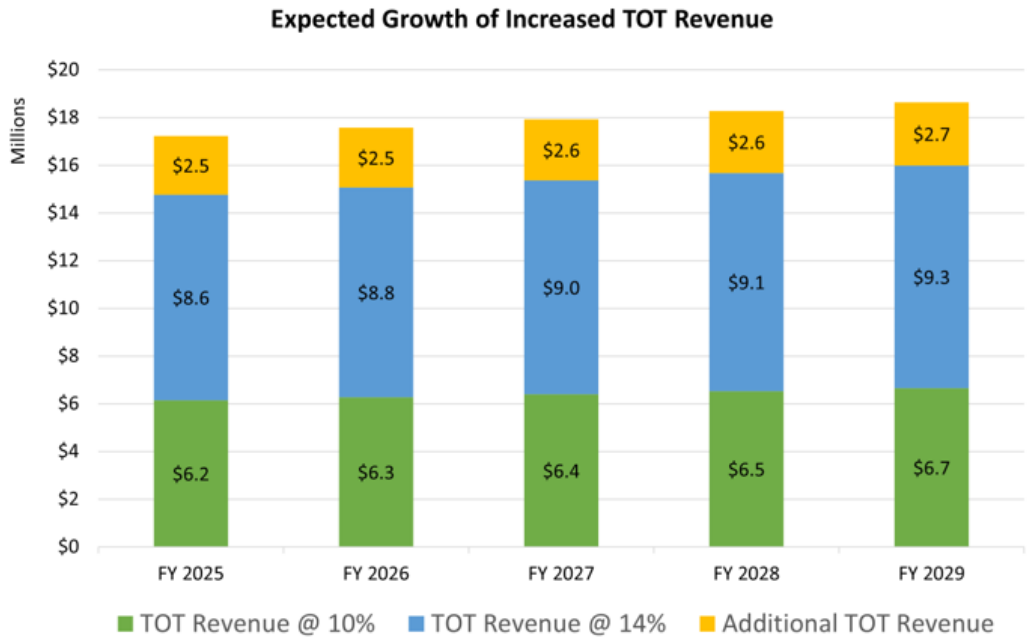
An additional funding source is needed to address increased maintenance costs over the next twenty (20) years and to fund desired costly capital improvements.

Under item F.4 on tonight's agenda, the Council will receive a presentation from The Embarcadero Group, the City's Hotel consultants who will report on the status of hotels in Newark and also provide an analysis of the City's existing Transient Occupancy Tax ("TOT" and commonly known as the "Hotel Tax"). Their report notes that the City's TOT is currently at the rate of ten percent (10%), yet surrounding and comparable cities have a TOT Ordinance that contains a much higher rate, often at fourteen percent (14%). Their recommendation is to consider an increase of the TOT as justified by the surrounding market and information provided.

Increasing the TOT rate from ten percent (10%) to fourteen percent (14%) would yield an estimated two and one-half million dollars ($2.5M) per year in General Fund revenue that could be used for any legitimate government purpose, including implementing portions of the Facilities Master Plan.

Graph 2, below, illustrates the expected growth of increased TOT revenue (additional TOT revenue as a result of modifying the ordinance from a 10% TOT rate to a 14% TOT rate) over time should Newark voters approve the measure.

Graph 2:



Use of Measure GG and Increased TOT Revenue

City staff preliminarily conferred with NHA Advisors, the City's retained financial consultants. The City would be able to spend approximately $120 million dollars in implementing the City's Facilities Master Plan, taking into account the following:

- Contribution of fifteen million dollars ($15M) from Measure GG Fund, which is the estimated FY 2024 year-end balance.
- Use of future estimated Measure GG revenue to pay new debt obligations. (Staff tentatively proposes a 17-year repayment obligation, which would make it coterminous with the sunset of Measure GG in 2042).
- Use of an estimated two and one-half million dollars ($2.5M) per year in increased TOT (assuming the rate is increased from 10% to 14% by Newark voters) that could be used to pay for the new debt obligations.

There are many ways to expend these funds if the above scenario were to occur.

Under one potential option, staff estimates that the City would have sufficient funds to replace two fire stations at the cost of $38 million and replace the Community Center with a new amenity at the cost of approximately $44 million. This would leave a balance of $38 million that would need to be incorporated into the City's operating budget over the next twenty years to address future maintenance needs. These contributions from the City's

operating budget could be offset from savings resulting from LED streetlight conversion and implementing solar projects at City facilities, both of which would lower the City's utility costs.

Another option would be to replace the two fire stations and spend $56 million for a larger amenity to replace the Community Center. This would leave a balance of approximately $26 million to spend on maintenance costs.

Staff will continue to explore and refine funding options and carefully review the estimated maintenance costs later this year.

Additional Needs of the City

As indicated earlier, a TOT increase would be a General Fund revenue source that could be used to pay for any legitimate governmental purpose. The City has several needs as identified in the various City master plans that are in various stages of development. As plans are completed, they will be presented to City Council and followed by funding requests as needed.

Below is a table that illustrates the various needs of the City along with a notation showing eligible funding sources for each need. This table does not reflect actual available funding.

Eligible Funding Sources for City Needs

#	Study/Plan identifying needs	Grants	Development Impact Fees				Gas Tax	County Measures	Other Agency Funds	General Fund
			Art	Parks	Traffic	Comm Dev				
1	Public Art Master Plan	X	X							X
2	Facilities Master Plan	X	X			X			X	X
3	Broadband Master Plan	X							X	X
4	Technology Master Plan	X								X
5	Personnel Study	X						X		X
6	Capital Improvement Plan	X	X	X	X	X	X	X	X	X
7	Parks Master Plan	X	X	X				X		X
8	Active Transportation Plan	X					X			X
9	Local Hazard Mitigation Plan	X							X	X
10	Sea Level Rise Resiliency Plan	X								X
11	Climate Action Plan	X							X	X
12	Comprehensive Emergency Management Plan	X							X	X
13	Urban Forest Plan	X		X						X
14	Homelessness Plan	X					X	X		X

Any increased TOT revenue could also be applied to any of the projects listed in the above table that could be in addition to the corresponding funding sources.

It would be a policy decision for the City Council to decide whether the funds should be used to implement any of the items under the Facilities Master Plan or for any of the projects identified in the above plans. In addition, any excess funds (similar to the existing excess funds in the Measure GG fund) could be used to implement any projects in the above plans as well.

FISCAL IMPACT

The approximate cost of a community survey consultant contract is $35,000, within the City Manager's signing authority. Should City Council direct staff to begin surveying, then an appropriate funding amount would be included in the mid-year budget update which is expected to be provided to City Council next month.

REVIEW AND APPROVAL

Prepared by - David Benoun, City Manager; Lenka Hovorka, Assistant City Manager; Krysten Lee, Finance Director; Roya Gonzalez, Senior Management Analyst
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Presentation

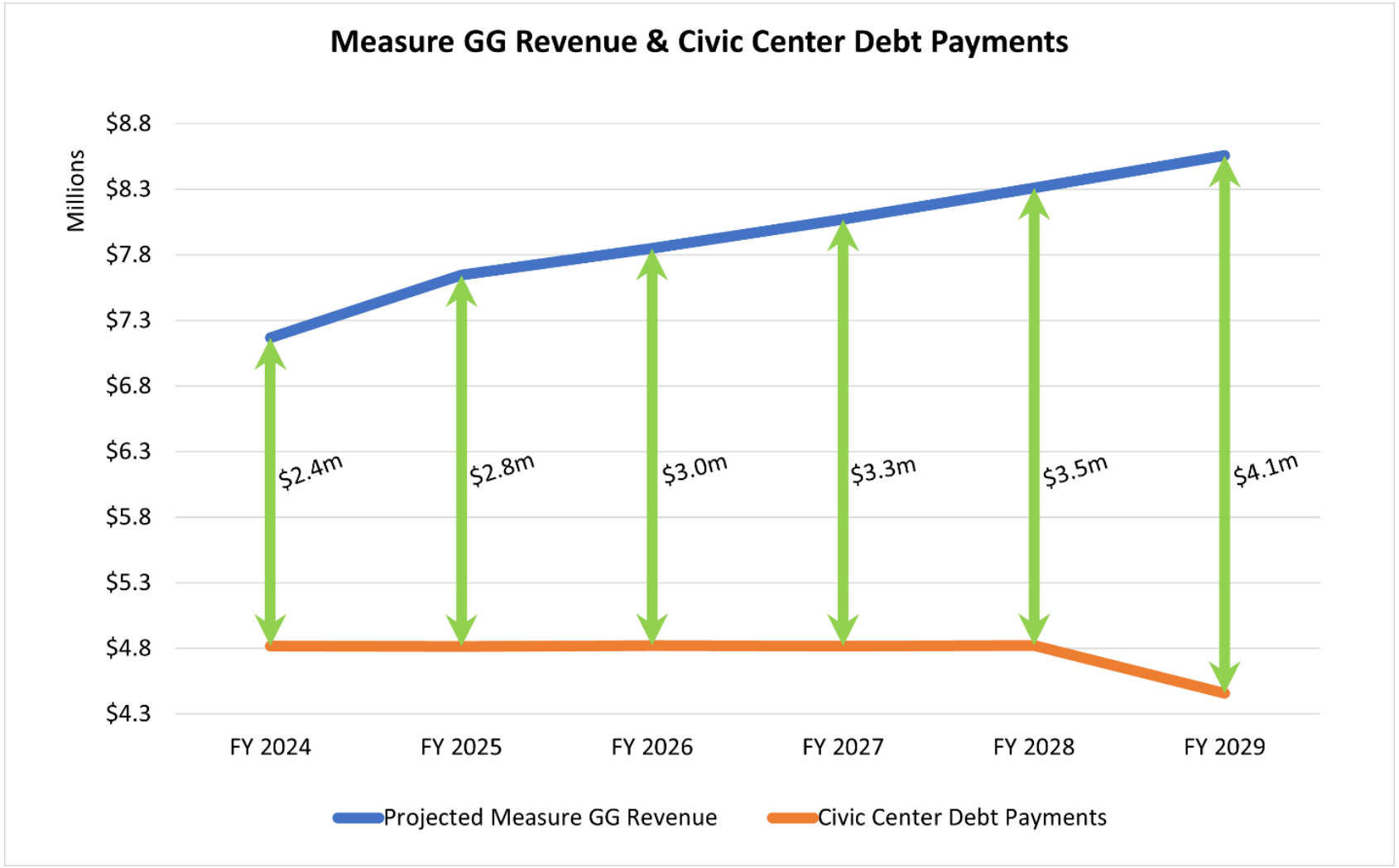


Considerations for a Community Survey
February 22, 2024

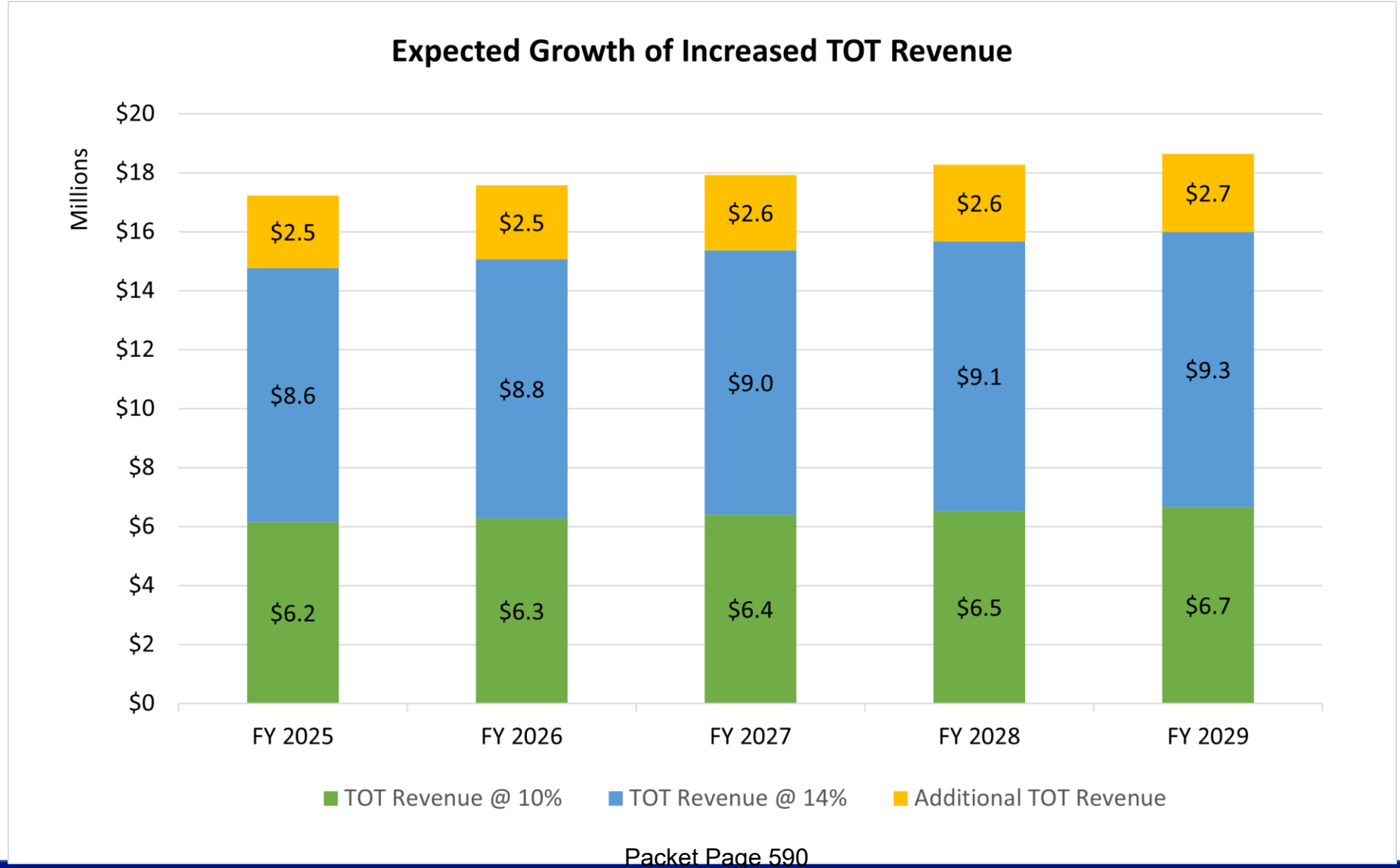
Estimated Facilities Costs Overview

- Citywide Facility Maintenance
  - $73 million over 20 years
- Citywide Facility Improvements
  - $25 million over 5 years
- Fire Station 27 and 29 Replacements
  - $34 million
- Community Center Replacement
  - $44 million (Option B) or $56 million (Option C)

Measure GG Fund



Potential Increased TOT Revenue



Replacement Facilities Funding examples

Example 1:	Est. Funding through 2042
• Community Center Option B	$44m
• Fire Stations 27 and 29	$38m
• Existing Facilities Maintenance*	$38m

Example 2:	Est. Funding through 2042
• Community Center Option C	$56m
• Fire Stations 27 and 29	$38m
• Existing Facilities Maintenance*	$26m

*Excluding buildings currently not in use

Staff Recommendation

Staff recommends that the City Council provide direction to staff to proceed with a community survey to gauge support for a potential Transient Occupancy Tax ("TOT" and commonly known as the Hotel Tax") ballot measure.

STAFF REPORT

Item F. 6.

DATE	02/22/2024
TO	Honorable Mayor and City Council Members
FROM	Steven Turner, Community Development Director
SUBJECT	2023-2031 General Plan Housing Element- Overview of Non-Substantive Revisions After Adoption

SUMMARY AND RECOMMENDATION

Staff recommends that the City Council receive the informational staff report regarding the non-substantive changes requested by the State of California Department of Housing and Community Development.

BACKGROUND

On October 24, 2023, the Planning Commission adopted Resolution No. 2009, recommending that the City Council adopt the 2023-2031 Housing Element (the "Housing Element") dated October 3, 2023. On October 26, 2023, the City Council received the Planning Commission's recommendation, held a public hearing, and adopted Resolution No. 11,575, adopting the 2023-2031 Housing Element. Resolution No. 11,575 includes a provision that the City Manager return to the Planning Commission and City Council with an analysis of recommendations for supplemental text amendments provided by the Department of Housing and Community Development (HCD) within 60 days of Housing Element certification and authorized approval of non-substantive revisions.

Since the October 26 City Council meeting, city staff and staff from HCD met regularly to discuss the remaining issues from HCD's perspective that needed to be addressed prior to Housing Element certification. On November 1, 2023, the City submitted the Council-adopted Housing Element to HCD for a 60-day review period. City staff and HCD staff continued to discuss the Housing Element and on December 1, 2023, the City released an updated draft Housing Element for a seven-day public review period and submitted it to HCD on December 11, 2023. The December 1 Housing Element contained additional non-substantive revisions requested by HCD. The additional revisions are grouped into three main categories: additional analysis of potential development constraints, additional analysis of sites, and more detailed commitments in programs to address constraints. The revisions are summarized below. On December 21, 2023, HCD notified the City that the Housing Element was in "substantial compliance" with state law and certified.

DISCUSSION/ANALYSIS

Consistent with the Resolution No. 11,575, City staff is providing the City Council with an analysis of the Housing Element text amendments since the October 26, 2023 City Council Housing Element adoption action. This discussion does not include the October 26 “slip sheet” revisions, which were considered at the October 26 City Council meeting.

Additional analysis of potential constraints (pgs. 150-155 of the 12/1/23 draft)

The revisions to the Housing Element contain a detailed narrative analysis of the city’s existing development standards and requirements and a discussion of the potential for these to constrain residential development:

- Minimum Lot Area
- Setbacks
- Height
- Lot Coverage
- Parking
- Open Space Requirements
- Minimum Commercial Component in Mixed-Use Zones

Additional Analysis of Housing Sites

The revisions to the Housing Element contain more information regarding specific sites or groups of sites that, if developed with residential uses, would help meet our Regional Housing Needs Allocation (RHNA) goals.

- Table C-3, “Planned and Proposed Sites with Project Status.” New information was added to clearly describe the remaining steps in the entitlement process, known barriers to development, and expected completion dates (pgs. C-12 to C-16 of the 12/1/23 draft).
- Added more details to the “Small Sites Analysis” (pgs. C-20, C-46, C-53, C-56, C-57, and C-60 of the 12/1/23 draft), including the lot consolidation potential for specific sites (Sites 16, 20, 23, 24, 27)
- “Realistic Capacity Evaluation – Approach and Methodology” (pgs. C-22 to C-25 of the 12/1/23 draft). More context and explanation of the methodology behind the realistic capacity analysis was added.

Program Commitments

The revisions to the Housing Element contain additional commitments within the following proposed programs:

1. Program H2.3: Four Corners (pg. 216 of the 12/1/23 draft) has an additional

commitment to maximize achievable densities (bolded text is new):

The community-guided plan will include zoning and site development standards that will incentivize the development of multi-unit housing, with a target of 360 units on existing commercial properties in the Four Corners area. **As part of the plan, the City will establish or modify development standards to facilitate maximum densities.**

2. Program H2.11: Lot Consolidation (pg. 224 of the 12/1/23 draft) will be adopted by mid-2025 rather than 2026.

3. Program H2.12: Maximum Densities (pg. 224 of the 12/1/23 draft) now includes the following language to remove height limit barriers that may present a constraint to achieving maximum densities (bolded text is new):

   Review, and amend as necessary, city requirements and development standards in all zones that allow residential development to ensure that maximum densities are achievable. This includes those standards and requirements related to maximum units per building, maximum building coverage, required open space per unit, minimum lot area, setbacks, height limits, parking (also see Program H3.5) and limits on allowable densities. **Specifically, remove the MUP requirement for buildings over 35 feet in the RM and RH zones and review whether the 60-foot height limit in the CMU zone (outside of the Old Town Specific Plan area) is a constraint on development and make needed changes, or allowing for flexibility to achieve maximum allowable densities.**

4. Program H3.5: Parking Standards Update and Study (pg. 227 of the 12/1/23 draft) will be completed by mid-2025 rather than the end of 2025.

5. Program H4.10: Special Needs Housing (pg. 233 of the 12/1/23 draft) has been updated to ensure the emergency shelter provisions meet the adoption timeline requirements of AB 2339. The ordinance will be amended by October 26, 2024, or one year from the date of housing element adoption, instead of “by the end of 2024.”

6. Program H7.6 Monitor Annual Progress (pg. 241 of the clean 12/1/23 draft) includes additional language to bolster its commitment to reviewing and making appropriate changes:

   The City will evaluate planned, approved and pending projects for progress toward completion every other year and if necessary, take alternative actions (e.g., additional sites or rezoning) within one year.

The revisions to Program H2.12 (Maximum Densities, pg. 224 of the 12/1/23 draft) represent a revision worth discussing in that HCD has stated that the MUP requirement for heights above 35 feet in the RM (Residential Medium Density) and RH (Residential High Density) districts may represent a barrier to the production of housing. The maximum heights in the RM and RH districts are 75 feet and 100 feet, respectively, with a 35-foot height limit within 20 feet of the lower-density residential districts (Residential Single Family (RS) and Residential Low Density

(RL)). The stepped-down maximum height for sites adjacent to RS and RL districts is intended to reduce building mass and create more compatible buildings between adjacent lots. HCD has indicated that the MUP requirement represents a significant issue that must be addressed prior to Housing Element certification.

To address the issue, city staff supports the proposed Program H2.12 revision that would direct the city to remove the MUP requirement for residential building heights greater than 35 feet. The MUP is commonly used as a tool to control use on a site rather than the form of a building. The ability to control and regulate the form and massing of a building can be achieved in other ways. The Housing Element contains a specific program that, when implemented, will assist the city when reviewing new buildings (Program H3.2 (Objective Design Standards)). The stepped-down maximum heights adjacent to the RM and RL are not proposed to be eliminated. As required in Program H2.12, the city would initiate a study to assess site development regulations, including the maximum height regulations in the Commercial Mixed Use (CMU) district to ensure that the maximum densities of each district are achievable. The Planning Commission and City Council would review changes to site development regulations.

The revisions described above are considered by staff to be “non-substantive” pursuant to the City Council-approved resolution, which allows the Community Development Director to make non-substantive changes requested by HCD to achieve certification.

As stated earlier in the report, HCD has accepted these non-substantive revisions and “certified” the Housing Element.

The Housing Element document containing the above revisions can be found at the Housing Element website: www.newarkhousingupdate.org.

FISCAL IMPACT

This is an informational staff report. There is no required action, and therefore there is no fiscal impact.

ENVIRONMENTAL/PLANNING COMMISSION REVIEW

The Planning Commission reviewed the same non-substantive changes to the Housing Element at their regular meeting on January 23, 2024. The Planning Commission's review was informational; no action was taken.

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

Presentation



2023-2031 Housing Element

Non-substantive Revisions

City Council Meeting

February 22, 2024

Steven Turner, Community Development Director

City of Newark

Agenda

1. 2023-2031 Housing Element Adoption and Certification Timeline
2. Non-substantive Revisions Overview
3. Next Steps

Non-substantive Revisions Overview – Three Categories

- Analysis of Development Constraints
- Analysis of Housing Sites
- Additional Program Commitments

The following changes are considered to be non-substantive changes to the Council-adopted Housing Element

2023-2031 Housing Element Adoption and Certification Timeline

- Adopted by City Council on October 26, 2023
- CA Housing & Community Development Review – November 2023
  - HCD staff identified required revisions and additional information
- Housing Element revised based on HCD comments
  - Seven-day public review: December 1
  - Resubmitted to HCD on December 11
- HCD “certified” the Housing Element on December 21, 2023, as substantially compliant with state law

Analysis of Development Constraints

- More detailed analysis of development standards and requirements, including:
  - Setbacks and building height
  - Lot area and coverage
  - Parking and open space
  - Minimum commercial space in mixed-use zones
- New discussion for the potential of standards and requirements to constrain residential development

Analysis of Housing Sites

- New information regarding “in-process” residential projects; steps remaining in the entitlement process
- More detail in the “Small Sites Analysis” section regarding the potential for lot consolidation
- More context and information in the “Realistic Capacity Evaluation” section regarding capacity calculation methodology

Additional Program Commitments

- Program H2.3- Residential Opportunities in Four Corners – establish or modify development standards to facilitate maximum residential densities.

- Program H2.11- Lot Consolidation Incentive Program – adopt a program by mid-2025 rather than 2026

- Program H3.5 Parking Standards Update – complete the update by mid-2025 rather than end of 2025

Additional Program Commitments

- Program 4.10 – Special Needs Housing, emergency shelters, zoning amendments- complete by October 26, 2024

- Program H7.6- Monitor Annual Progress – review residential development progress every other year and take any necessary actions to encourage residential development within one year of each review

Additional Program Commitments

- Program H2.12 Maximum Densities:
  - Remove the Minor Use Permit requirements for buildings over 35 feet in the Residential Medium and Residential High zones.
  - Review whether or not the 60-foot maximum building height in the Commercial Mixed-Use zone is a development constraint to achieve maximum densities

Adopted and Certified 2023-2031 Housing Element and Executive Summaries available at www.newarkhousingupdate.org

Next Steps

- Housing Element Program Implementation

- Affordable Housing Work Plan – Previously Identified Efforts:
  - Affordable Housing Local Preference
  - First Time Homebuyer and Mortgage Assistance Program
  - Inclusionary Housing Requirement for Residential Projects

Conclusion

Thank You

&

Questions