CITY OF NEWARK
CITY COUNCIL
City Administration Building, City Council Chambers
37101 Newark Boulevard, Newark, CA 94560 | (510) 578-4266 | E-mail: city.clerk@newark.org

AGENDA

Thursday, October 24, 2024
7:00 P.M.

A. ROLL CALL

B. PRESENTATIONS

1. Commending Newark Days Committee

C. PUBLIC COMMENT

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

D. CONSENT CALENDAR

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

1. Approval of Audited Demands

2. Approval of October 10, 2024, minutes

3. Adopt a resolution reappointing Lori Bogisich to the Planning Commission

4. Adopt a resolution approving a fourth amendment to the Contractual Services Agreement with Orion Security to provide Security Guard Services and amend the 2024-2026 Biennial Budget and Capital Improvement Plan for FY 2025

5. Adopt a resolution authorizing the City Manager to execute Task Order No. 3 with Consor North America, Inc. for additional design services for the Central Avenue Overpass, Project 1014 and approving an amendment to the biennial budget and capital improvement plan

6. Waive further reading, conduct a second reading by title only, and adopt an ordinance adding Newark Municipal Code Chapter 5.42, "Tobacco Retailers," to Title 5 of the Newark Municipal Code

E. PUBLIC HEARINGS

F. OTHER BUSINESS

1. Introductory presentation of background and non-project specific overarching considerations of the draft Parks Master Plan Update

2. Presentation of Lakeshore Park for the Parks Master Plan Update

3. Presentation of Jerry Raber Ash Street Park for the Parks Master Plan Update

4. Presentation of Cedar Linear Park for the Parks Master Plan Update

5. Presentation of specific parks as part of the Parks Master Plan Update

6. Adopt resolutions for Establishment of a Section 115 Trust through the Public Agency Retirement Services (PARS) Post-Employment Benefits Trust Program and Amendment of the 2024-2026 Biennial Budget and Capital Improvement Plan

7. Provide Input Regarding Proposed Updates to the Master Fee Schedule Based on the Cost of Services Study

G. CITY MANAGER UPDATES

H. 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.

I. CLOSED SESSION

1. Conference with Real Property Negotiators (Pursuant to Government Code Section 54956.8)
Property: Stevenson Boulevard, Newark, CA 94560. APNs: 537-850-7-1, 537-850-8, 537-850-10, 537-850-11-3
City Negotiators: David Benoun, Steven Turner and Craig Bettencourt
Negotiating Parties: Seamus O'Connor and David Bider
Under Negotiation: Review of Price and Terms

2. Closed Session pursuant to Government Code Section 54957, Public Employee Performance Evaluation, Title: City Manager

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

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 2449, then the Webinar ID No. 867 5461 1657 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 at City Clerk or 510-578-4266.

Executive Team Members

David J. Benoun City Manager	**Lenka Hovorka** Assistant City Manager
Kristopher J. Kokotaylo City Attorney	**Steven Turner** Community Development Director
Jonathan Arguello Police Chief	**Edwin Miranda** CIO/Information Technology Director
Howard Young Public Works Director	**Cathreene Ingham-Watters** Human Resources Director
Krysten Lee Finance Director	**Ryan Nishimoto** ACFD Deputy Chief
Nicholas Cuevas, Recreation and Community Services Director	

STAFF REPORT

Item B. 1.

DATE	10/24/2024
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Commending Newark Days Committee

Newark Days celebrated the City's birthday during the weekend of September 19 - 22, 2024. Members of the Newark Days Committee (Committee) volunteer their time and efforts throughout the year to ensure a successful event. Members of the Committee will accept a commendation at the City Council meeting.

Attachments

Commendation

COMMENDING

NEWARK DAYS COMMITTEE

WHEREAS, the NEWARK DAYS COMMITTEE annually celebrates the birthday of our City during the month of September; and

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

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

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

Jason Biser	Libby Macris	Donna Sisk
Jane Burns	Ramona McMaster	June Smith
Christopher Chandler	Mary Ann Mellons	Shawn Smith
David Fink	Cheri Neaylon	Valarie Smith
Gil Fletcher	Filip Nowak	Nick Valencia
Laurie Gratz	Kim Ortiz	Tony Vargas
Matthew Jorgens	Rob Rodriguez	Glorianne Wong
Tamie Limtiaco	John Sargent	

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

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

Michael K. Hannon
Mayor

STAFF REPORT

Item D. 1.

DATE	10/24/2024
TO	Honorable Mayor and City Council Members
FROM	Krysten Lee, Finance Director
SUBJECT	Approval of Audited Demands

Attachments

Audited Demands 09.26.24
Audited Demands 10.03.24

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 09/26/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE						
Check	09/26/2024	12254	Accounts Payable	HEALTH AND HUMAN RESOURCE CENTER, INC		247.86
	Invoice	Date	Description		Check Sort Code	Amount
	E0327759	09/04/2024	EMPLOYEE ASSISTANT PROGRAM (EAP)-OCTOBER 2024			247.86
Check	09/26/2024	12255	Accounts Payable	AIRGAS USA, LLC		105.09
	Invoice	Date	Description		Check Sort Code	Amount
	5510723202	08/31/2024	CYL ACETYLENE RENTAL 08/31/24			105.09
Check	09/26/2024	12256	Accounts Payable	ALTA LANGUAGE SERVICES, INC.		66.00
	Invoice	Date	Description		Check Sort Code	Amount
	IS738370	08/31/2024	LISTENING & SPEAKING TEST - 08/24			66.00
Check	09/26/2024	12257	Accounts Payable	AMERICAN LANGUAGE SERVICES		280.00
	Invoice	Date	Description		Check Sort Code	Amount
	83062	09/05/2024	TRNSL & INTERP SVCS - DOCUMENT TRANSLATION 9/5/24			280.00
Check	09/26/2024	12258	Accounts Payable	GUSTAVO ARROYO		1,153.32
	Invoice	Date	Description		Check Sort Code	Amount
	0820-082324EXP	09/09/2024	TACOPS SOUTH REIMBURSEMENT			1,153.32
Check	09/26/2024	12259	Accounts Payable	ASCENT ENVIRONMENTAL, INC.		8,745.00
	Invoice	Date	Description		Check Sort Code	Amount
	20230149.01-5	08/30/2024	CLIMATE ACTION PLAN DEVELOPMENT 07/24			8,745.00
Check	09/26/2024	12260	Accounts Payable	BLAISDELL'S BUSINESS PRODUCTS		74.08
	Invoice	Date	Description		Check Sort Code	Amount
	AUG'24	09/01/2024	OFFICE SUPPLIES 08/13/24 (APS #25-25)			74.08
Check	09/26/2024	12261	Accounts Payable	BURTON'S FIRE INC		278.28
	Invoice	Date	Description		Check Sort Code	Amount
	S 65435	08/30/2024	FLEET OIL DIPSTICK			278.28
Check	09/26/2024	12262	Accounts Payable	STATE DISBURSEMENT UNIT		1.38
	Invoice	Date	Description		Check Sort Code	Amount
	PPE 9.14.24	09/18/2024	GARNISH - CASE 200000002128365 - 9/1/24-9/14/24			1.38
Check	09/26/2024	12263	Accounts Payable	CITY OF SAN LEANDRO		4,000.00
	Invoice	Date	Description		Check Sort Code	Amount

	397373	09/12/2024	AC LEADERSHIP ACADEMY FY25 - 2 PARTICIPANTS		4,000.00
Check	09/26/2024	12264 Accounts Payable	CIVICPLUS, LLC		4,397.40
	Invoice	Date	Description	Check Sort Code	Amount
	304832	07/01/2024	ARCHIVESOCIAL RENEWAL 07/01/24 - 06/30/25		4,397.40
Check	09/26/2024	12265 Accounts Payable	CORELOGIC SOLUTIONS, LLC		543.50
	Invoice	Date	Description	Check Sort Code	Amount
	30730795	07/31/2024	INVESTIGATIVE REAL ESTATE INFO RESEARCH - SVCS 07/24		318.50
	30736953	08/31/2024	INVESTIGATIVE REAL ESTATE INFO RESEARCH - SVCS 08/24		225.00
Check	09/26/2024	12266 Accounts Payable	COUNTY OF ALAMEDA		1,225.00
	Invoice	Date	Description	Check Sort Code	Amount
	AUGUST '24	09/05/2024	CITATION PROCESSING FEES - AUGUST '24		1,225.00
Check	09/26/2024	12267 Accounts Payable	ALAMEDA COUNTY ENVIRONMENTAL HEALTH		889.00
	Invoice	Date	Description	Check Sort Code	Amount
	IN0367425	08/26/2024	CUPA FEES - SILLIMAN CENTER - 09/24		889.00
Check	09/26/2024	12268 Accounts Payable	DEPARTMENT OF JUSTICE		690.00
	Invoice	Date	Description	Check Sort Code	Amount
	759562	09/06/2024	FINGERPRINTING FEES - 08/24		690.00
Check	09/26/2024	12269 Accounts Payable	ALHAMBRA		435.43
	Invoice	Date	Description	Check Sort Code	Amount
	15734365081324	08/13/2024	WATER SERVICE 07/17 - 08/02/24		435.43
Check	09/26/2024	12270 Accounts Payable	ENVIRONMENTAL LOGISTICS		5,437.50
	Invoice	Date	Description	Check Sort Code	Amount
	124317-A	09/06/2024	HAZARDOUS WASTE REMOVAL 07/17/24		5,437.50
Check	09/26/2024	12271 Accounts Payable	EWING IRRIGATION PRODUCTS INC.		1,148.62
	Invoice	Date	Description	Check Sort Code	Amount
	23058032	08/05/2024	IRRIGATION SUPPLIES-CV HUNTER POINT OF SALE		117.78
	23058201	08/05/2024	IRRIGATION SUPPLIES-COUPLING AND MARLEX POINT OF SALE		29.93
	22997043	07/30/2024	IRRIGATION SUPPLIES-COUPLING, SLIP, SPEAR, SHOVEL, CHRISTY POS		1,000.91
Check	09/26/2024	12272 Accounts Payable	FREMONT FORD		2,256.49
	Invoice	Date	Description	Check Sort Code	Amount
	438805	08/23/2024	FLEET SERVICE VEH #1903 8/12/24		2,256.49
Check	09/26/2024	12273 Accounts Payable	GACHINA LANDSCAPE MANAGEMENT, INC.		30,775.19
	Invoice	Date	Description	Check Sort Code	Amount
	E 221585A	09/01/2024	MAINTENANCE CONTRACT SEPTEMBER 2024		9,495.83
	E 221585B	09/01/2024	MAINTENANCE CONTRACT-PARKS, CH, PD, LIB SEPTEMBER 2024		19,139.36
	E 222278	09/18/2024	L&L19-ENTERPRISE CLEAN-UP 9/18/24		2,140.00
Check	09/26/2024	12274 Accounts Payable	GIGANTIC IDEA STUDIO, INC.		978.75
	Invoice	Date	Description	Check Sort Code	Amount
	INV-4300	08/19/2024	RECYCLING & WASTE REDUCTION OUTREACH - 08/24		978.75

Check	09/26/2024	12275	Accounts Payable	GOOD CITY COMPANY	26,360.00
	Invoice	Date	Description	Check Sort Code	Amount
	3691	07/31/2024	GENERAL PLANNING SERVICES - SVCS 07/01 - 07/31/24		14,530.00
	3731	08/31/2024	GENERAL PLANNING SERVICES - SVCS 08/01 - 08/31/24		11,830.00
Check	09/26/2024	12276	Accounts Payable	HELIX ENVIRONMENTAL PLANNING, INC.	2,203.75
	Invoice	Date	Description	Check Sort Code	Amount
	123807	06/30/2024	SO. BAY CONNECT EIR PEER REVIEW - SVCS THRU 06/23/24		2,203.75
Check	09/26/2024	12277	Accounts Payable	J4 SYSTEMS	95.00
	Invoice	Date	Description	Check Sort Code	Amount
	20078	08/31/2024	INTUNE SETUP - JESSE DAVILA 08/30/24		95.00
Check	09/26/2024	12278	Accounts Payable	KBA DOCUMENT SOLUTIONS	4,674.91
	Invoice	Date	Description	Check Sort Code	Amount
	211971	07/23/2024	LEASE PAYMENT 1900869002 - 07/15/24 - 08/14/24		4,674.91
Check	09/26/2024	12279	Accounts Payable	NAPA AUTO PARTS	3,574.67
	Invoice	Date	Description	Check Sort Code	Amount
	AUG' 24	08/31/2024	NAPA-FLEET SUPPLIES AUGUST 2024		3,574.67
Check	09/26/2024	12280	Accounts Payable	KNORR SYSTEMS INTERNATIONAL	935.82
	Invoice	Date	Description	Check Sort Code	Amount
	247439	08/31/2024	CARBON DIOXIDE REFILL		935.82
Check	09/26/2024	12281	Accounts Payable	LEXISNEXIS RISK SOLUTIONS FL INC	50.00
	Invoice	Date	Description	Check Sort Code	Amount
	1845802-20240831	08/31/2024	INVESTIGATIVE INFO RESEARCH - 8/31/24		50.00
Check	09/26/2024	12282	Accounts Payable	LPC SERVICES, INC.	777.00
	Invoice	Date	Description	Check Sort Code	Amount
	76170	08/30/2024	PEST SERVICES - CITY HALL #102699 8/30/24		267.00
	76207	08/30/2024	PEST SERVICES - VIOLA BLYTHE #102704 8/30/24		185.00
	76214	08/30/2024	PEST SERVICES - SENIOR CENTER #102706 8/30/24		325.00
Check	09/26/2024	12283	Accounts Payable	STEPH MUFSON CREATIONS, LLC	7,500.00
	Invoice	Date	Description	Check Sort Code	Amount
	2217	09/13/2024	RENT, DESIGN, CNSTRCTN FOR NEWARK DAYS FLOAT 2024 FY25		7,500.00
Check	09/26/2024	12284	Accounts Payable	MORGAN PEDERSEN	63.37
	Invoice	Date	Description	Check Sort Code	Amount
	09162024EXP	09/20/2024	REFRESHMENTS FOR ECON. DEV. ROUNTABLE WORKSHOP 09/16/24		63.37
Check	09/26/2024	12285	Accounts Payable	REYES COCA-COLA BOTTLING LLC.	1,138.02
	Invoice	Date	Description	Check Sort Code	Amount
	43304846015	09/13/2024	CAFE FOOD AND BEVERAGE SUPPLIES		1,138.02
Check	09/26/2024	12286	Accounts Payable	MIGUEL SANCHEZ-CASILLAS	350.00
	Invoice	Date	Description	Check Sort Code	Amount
	091624EXP	09/16/2024	BOOT REIMBURSEMENT 9/16/24		350.00
Check	09/26/2024	12287	Accounts Payable	YORK RISK SERVICE GROUP, INC. A SEDGWICK COMPANY	3,669.08

	Invoice	Date	Description	Check Sort Code	Amount
	400000205791	09/04/2024	WORKERS COMPENSATION ADMIN FEES - 09/01/24-09/30/24		3,669.08
Check	09/26/2024	12288 Accounts Payable	CENTERVILLE LOCKSMITH		19.38
	Invoice	Date	Description	Check Sort Code	Amount
	340287	09/10/2024	KEYS		19.38
Check	09/26/2024	12289 Accounts Payable	STAPLES		876.54
	Invoice	Date	Description	Check Sort Code	Amount
	7002034737	08/31/2024	OFFICE SUPPLIES 08/14-08/29/24 (APS #25-24)		876.54
Check	09/26/2024	12290 Accounts Payable	SURF TO SNOW ENVIRONMENTAL RESOURCE		701.25
	Invoice	Date	Description	Check Sort Code	Amount
	13787	08/23/2024	MUNICIPAL STORMWATER INSPECTION SERVICES (07/01-07/31/24)		701.25
Check	09/26/2024	12291 Accounts Payable	MARY TEIXEIRA		198.33
	Invoice	Date	Description	Check Sort Code	Amount
	EXPREIMB-09/24	09/18/2024	EMPLOYEE RECOGNITION-PASTRIES FOR COFFEE CART EVENT 9/18/24		198.33
Check	09/26/2024	12292 Accounts Payable	TEMPERATURE TECHNOLOGY INC.		396.00
	Invoice	Date	Description	Check Sort Code	Amount
	I3501	09/03/2024	CITY HALL HVAC SERVICE 9/3/24		396.00
Check	09/26/2024	12293 Accounts Payable	THE GOODYEAR TIRE & RUBBER COMPANY		1,324.21
	Invoice	Date	Description	Check Sort Code	Amount
	184-1101270	08/02/2024	TIRE SERVICE 8/1/24		1,324.21
Check	09/26/2024	12294 Accounts Payable	THE LEW EDWARDS GROUP		13,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	24-06.07	08/30/2024	PROFESSIONAL SERVICES RENDERED JULY AND AUGUST 2024		13,000.00
Check	09/26/2024	12295 Accounts Payable	JENNIFER TRAN		74.77
	Invoice	Date	Description	Check Sort Code	Amount
	0701-073124EXP	07/31/2024	MILEAGE REIMBURSEMENT 07/01-07/31/24		41.00
	0801-083024EXP	08/31/2024	MILEAGE REIMBURSEMENT 08/01-08/30/24		33.77
Check	09/26/2024	12296 Accounts Payable	TYLER TECHNOLOGIES, INC.		780.00
	Invoice	Date	Description	Check Sort Code	Amount
	045-481865	08/21/2024	CONTRACT MANAGEMENT - HR TRAINING WITH NEW TEAM 08/14/24		780.00
Check	09/26/2024	12297 Accounts Payable	UNIVERSAL BUILDING SERVICES & SUPPLY CO		10,322.14
	Invoice	Date	Description	Check Sort Code	Amount
	528120	08/30/2024	JANITORIAL SERVICES - LIBRARY AUGUST 2024		5,979.14
	527975	07/31/2024	JANITORIAL SERVICES - SVC 7/8/24		756.00
	527974	07/31/2024	JANITORIAL SERVICES - SVC 7/29/24		114.00
	528872	08/31/2024	JANITORIAL SERVICES - SENIOR CENTER CARPETS 8/7/24		561.00
	528871	08/31/2024	JANITORIAL SERVICES - COMMUNITY CENTER ANNEX 8/5/24		650.00
	528870	08/31/2024	JANITORIAL SERVICES - LIBRARY 8/28-8/29/24		2,262.00

Check	09/26/2024	12298	Accounts Payable	U.S. BANK CORPORATE PAYMENT SYSTEMS		71,073.79

Invoice	Date	Description	Check Sort Code	Amount
092324STMT	09/23/2024	CC PAYMENT 09/23/24		71,073.79

Check	09/26/2024	12299	Accounts Payable	WASHINGTON HOSPITAL		75.00

Invoice	Date	Description	Check Sort Code	Amount
0824-NPD-LB	09/04/2024	LAB TESTS AUGUST 2024		75.00

Check	09/26/2024	12300	Accounts Payable	ZI-TECH PROFESSIONAL SERVICES		812.50

Invoice	Date	Description	Check Sort Code	Amount
202506	09/01/2024	REVIEW SURVEY RESU., ACTION PLAN, AND COACH. MATT FARRELL -08/24		812.50

EFT	09/26/2024	1219	Accounts Payable	PET BENEFIT SOLUTION	021000021 / 238821802	53.75

Invoice	Date	Description	Check Sort Code	Amount
175657	09/18/2024	TOTAL PET PLAN - SEPTEMBER 2024 PREMIUMS		53.75

EFT	09/26/2024	1220	Accounts Payable	REDWOOD PUBLIC LAW, LLP	121000358 / 325192270245	81,456.38

Invoice	Date	Description	Check Sort Code	Amount
11638	08/05/2024	LEGAL SERVICES THROUGH JULY 31, 2024		498.30
11640	08/05/2024	LEGAL SERVICES THROUGH JULY 31, 2024		748.00
11642	08/05/2024	LEGAL SERVICES THROUGH JULY 31, 2024		267.50
11643	08/05/2024	LEGAL SERVICES THROUGH JULY 31, 2024		17,691.50
11644	08/05/2024	LEGAL SERVICES THROUGH JULY 31, 2024		2,497.60
11646	08/05/2024	LEGAL SERVICES THROUGH JULY 31, 2024		2,782.00
11648	08/05/2024	LEGAL SERVICES THROUGH JULY 31, 2024		5,431.00
11649	08/05/2024	LEGAL SERVICES THROUGH JULY 31, 2024		1,314.30
11652	08/05/2024	LEGAL SERVICES THROUGH JULY 31, 2024		1,237.60
11653	08/05/2024	LEGAL SERVICES THROUGH JULY 31, 2024		432.00
11650	08/05/2024	LEGAL SERVICES THROUGH JULY 31, 2024		2,608.10
11635	08/05/2024	LEGAL SERVICES - NEWPARK PLAZA PROJECT - SVCS THRU 7/31/24		2,702.70
11636	08/05/2024	LEGAL SVCS/SANCTUARY WEST/ACQ. OF PROPERTY - SVCS THRU 7/31/24		1,337.50
11647	08/05/2024	LEGAL SERVICES FOR PROLOGIS DESIGN REVIEW - SVCS THRU 7/31/24		428.00
11899	09/03/2024	LEGAL SERVICES THROUGH AUGUST 31, 2024		2,432.00
11903	09/03/2024	LEGAL SERVICES THROUGH AUGUST 31, 2024		2,108.00
11904	09/03/2024	LEGAL SERVICES THROUGH AUGUST 31, 2024		1,016.50
11905	09/03/2024	LEGAL SERVICES THROUGH AUGUST 31, 2024		7,806.80
11906	09/03/2024	LEGAL SERVICES THROUGH AUGUST 31, 2024		1,422.00
11907	09/03/2024	LEGAL SERVICES THROUGH AUGUST 31, 2024		204.00
11909	09/03/2024	LEGAL SERVICES THROUGH AUGUST 31, 2024		5,961.50
11911	09/03/2024	LEGAL SERVICES THROUGH AUGUST 31, 2024		5,328.50
11912	09/03/2024	LEGAL SERVICES THROUGH AUGUST 31, 2024		612.00
11913	09/03/2024	LEGAL SERVICES THROUGH AUGUST 31, 2024		672.00
11914	09/03/2024	LEGAL SERVICES THROUGH AUGUST 31, 2024		368.40
11895	09/03/2024	LEGAL SVCS/SANCTUARY WEST/ACQ. OF PROPERTY - SVCS THRU 8/31/24		7,623.18
11894	09/03/2024	LEGAL SERVICES - NEWPARK PLAZA PROJECT - SVCS THRU 8/31/24		5,925.40

EFT	09/26/2024	1221	Accounts Payable	SEDGWICK CLAIMS MANAGEMENT SERVICES, INC.	121000248 / 4942808510	1,200.00

Invoice	Date	Description	Check Sort Code	Amount
400000190787	05/29/2024	WORKERS COMPENSATION CLAIMS INTAKE - 01/01/22-04/30/24		1,200.00

AP ZBA ACCOUNTS PAYABLE Totals: Transactions: 50 $297,483.55

Checks:	47	$214,773.42
EFTs:	3	$82,710.13

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Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 10/03/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE						
Check	10/03/2024	12301	Accounts Payable	ABACUS PRODUCTS INC		187.22
	Invoice	Date	Description		Check Sort Code	Amount
	B77387	09/13/2024	NPD053 PROPERTY RELEASE FORMS			187.22
Check	10/03/2024	12302	Accounts Payable	ABC FIRE PROTECTION, INC.		1,258.51
	Invoice	Date	Description		Check Sort Code	Amount
	67384	09/09/2024	FIRE EXTINGUISHER MAINTENANCE 9/9/24			1,258.51
Check	10/03/2024	12303	Accounts Payable	TREASURER OF ALAMEDA COUNTY		384.00
	Invoice	Date	Description		Check Sort Code	Amount
	AUG 24	09/11/2024	CRIME LAB FEES AUG 2024			384.00
Check	10/03/2024	12304	Accounts Payable	ALL CITY MANAGEMENT SERVICES, INC.		6,105.87
	Invoice	Date	Description		Check Sort Code	Amount
	94892	08/21/2024	SCHOOL CROSSING GUARD SVCS 08/11-08/24/24			6,105.87
Check	10/03/2024	12305	Accounts Payable	AMERICAN LANGUAGE SERVICES		990.00
	Invoice	Date	Description		Check Sort Code	Amount
	83214	09/13/2024	TRNSL & INTERP SVCS - WAHAB'S EMERG PREP EVENT 9/13/24			990.00
Check	10/03/2024	12306	Accounts Payable	ARROWHEAD FORENSICS		182.86
	Invoice	Date	Description		Check Sort Code	Amount
	173972	09/13/2024	GUNSHOT RESIDUE KIT			182.86
Check	10/03/2024	12307	Accounts Payable	JASON AVERY		174.96
	Invoice	Date	Description		Check Sort Code	Amount
	090524EXP	09/05/2024	BOOT REIMBURSEMENT 09/05/24			174.96
Check	10/03/2024	12308	Accounts Payable	MOTOR SQUAD TRAINING INSTITUTE		4,200.00
	Invoice	Date	Description		Check Sort Code	Amount
	24-238-010	08/25/2024	BASIC MOTORCYCLE COURSE - FRENTESCU & KAPU 10/14-10/25/24			4,200.00
Check	10/03/2024	12309	Accounts Payable	PROJECT DEVELOPMENT & FINANCE SOLUTIONS, LLC		1,567.50
	Invoice	Date	Description		Check Sort Code	Amount
	1	08/30/2024	LEGAL SERVICES - SANCTUARY WEST - 08/24			1,567.50
Check	10/03/2024	12310	Accounts Payable	CENTRAL VALLEY TOXICOLOGY, INC.		277.00
	Invoice	Date	Description		Check Sort Code	Amount

	336718	08/06/2024	LAB TESTS 08/06/2024		145.00
	336536	08/08/2024	LAB TESTS 08/08/2024		44.00
	336535	08/08/2024	LAB TESTS 08/08/2024		44.00
	336597	08/30/2024	LAB TESTS 08/30/2024		44.00
Check	10/03/2024	12311 Accounts Payable	APRO LLC		155.00
	Invoice	Date	Description	Check Sort Code	Amount
	080124-083124	08/31/2024	CAR WASH 08/01-08/31/24		155.00
Check	10/03/2024	12312 Accounts Payable	CINDY K. HULL & ASSOCIATES - FORENSIC CONSULTING		450.00
	Invoice	Date	Description	Check Sort Code	Amount
	154	08/30/2024	LATENT PRINT ANALYSIS AUGUST 2024		450.00
Check	10/03/2024	12313 Accounts Payable	CITY OF SAN LEANDRO		360.00
	Invoice	Date	Description	Check Sort Code	Amount
	397390	09/12/2024	ACCMA 2024-25 MEMBERSHIP DUES		360.00
Check	10/03/2024	12314 Accounts Payable	CIVICA LAW GROUP, APC		1,031.60
	Invoice	Date	Description	Check Sort Code	Amount
	13561	08/01/2024	PROFESSIONAL SERVICES RENDERED THROUGH JULY 31, 2024		698.80
	13562	08/01/2024	PROFESSIONAL SERVICES RENDERED THROUGH JULY 31, 2024		76.80
	13867	09/02/2024	PROFESSIONAL SERVICES RENDERED THROUGH AUGUST 31, 2024		256.00
Check	10/03/2024	12315 Accounts Payable	ALAMEDA COUNTY INFORMATION TECHNOLOGY DEPARTMENT		4,037.50
	Invoice	Date	Description	Check Sort Code	Amount
	112-2407036	08/17/2024	AWS ACCESS FEE JULY 2024		4,037.50
Check	10/03/2024	12316 Accounts Payable	COUNTY OF SANTA CLARA		740.00
	Invoice	Date	Description	Check Sort Code	Amount
	1800090256	07/03/2024	EVOC TRAINING - 4 OFFICERS 04/30-05/31/24		740.00
Check	10/03/2024	12317 Accounts Payable	DAILY JOURNAL CORPORATION		446.25
	Invoice	Date	Description	Check Sort Code	Amount
	B3839258	08/08/2024	PUBLISH ORDINANCE 550 PERSONNEL 08/06/24		61.25
	B3839503	08/08/2024	PUBLISH ORD 449 MILITARY EQUIPMENT 08/06/24		328.75
	B3854375	09/24/2024	PUBLISH ELECTION NOTICE OF NOMINEES 09/24/24		56.25
Check	10/03/2024	12318 Accounts Payable	DELL MARKETING L.P.		126,027.75
	Invoice	Date	Description	Check Sort Code	Amount
	10768750945	08/29/2024	MICROSOFT EA LICENSES ANNUAL YEAR 3 OF 3 FY25		126,027.75
Check	10/03/2024	12319 Accounts Payable	MARVIN RAMIREZ		400.00
	Invoice	Date	Description	Check Sort Code	Amount
	1835	09/23/2024	DISPLAY AD - GENERAL MUNICIPAL ELECTIONS 09/23/24		400.00
Check	10/03/2024	12320 Accounts Payable	EQUIFAX INFORMATION SVCS LLC		56.95
	Invoice	Date	Description	Check Sort Code	Amount
	2062096192	09/07/2024	CREDIT BUREAU REPORT FEES - 9/7/24		56.95
Check	10/03/2024	12321 Accounts Payable	EWING IRRIGATION PRODUCTS INC.		190.84
	Invoice	Date	Description	Check Sort Code	Amount

	23308445	09/04/2024	IRRIGATION SUPPLIES-PVC POINT OF SALE			21.76
	23320440	09/05/2024	IRRIGATION SUPPLIES-BONNET POINT OF SALE			93.05
	23301465	09/03/2024	IRRIGATION SUPPLIES-COUPLING, ADAPTOR, SHOVEL POINT OF SALE			76.03
Check	10/03/2024	12322 Accounts Payable	FEDEX			53.52
	Invoice	Date	Description		Check Sort Code	Amount
	8-605-75420	08/30/2024	PACKAGE DELIVERY 8/22/24			16.50
	8-592-70387	08/16/2024	PACKAGE DELIVERY 7/7/24			37.02
Check	10/03/2024	12323 Accounts Payable	FOLGERGRAPHICS, INC			2,810.35
	Invoice	Date	Description		Check Sort Code	Amount
	140526	07/25/2024	POSTCARDS FOR FALL 2024 GUIDE			2,810.35
Check	10/03/2024	12324 Accounts Payable	FREMONT FORD/AUTOBODY OF FREMONT			900.00
	Invoice	Date	Description		Check Sort Code	Amount
	438060	07/24/2024	CATALYTIC CONVERTER SERVICE 07/24/24			300.00
	437784	07/17/2024	CATALYTIC CONVERTER SERVICE 07/17/24			300.00
	437785	07/17/2024	CATALYTIC CONVERTER SERVICE 07/17/24			300.00
Check	10/03/2024	12325 Accounts Payable	FREMONT FORD			390.04
	Invoice	Date	Description		Check Sort Code	Amount
	227645	09/18/2024	FLEET SUPPLIES-PUMP AND ASY			390.04
Check	10/03/2024	12326 Accounts Payable	GACHINA LANDSCAPE MANAGEMENT, INC.			2,178.75
	Invoice	Date	Description		Check Sort Code	Amount
	E 222367	09/25/2024	IRRIGATION REPAIR-NEWARK BLVD ROSEMONT SHOPPING CENTER 9/25/24			2,178.75
Check	10/03/2024	12327 Accounts Payable	GHD INC.			202.35
	Invoice	Date	Description		Check Sort Code	Amount
	380-0056115	07/31/2024	ON-CALL ENGINEERING & TRANSPORTATION PLANNING 07/24			202.35
Check	10/03/2024	12328 Accounts Payable	MICHELLE GRIESE			1,050.11
	Invoice	Date	Description		Check Sort Code	Amount
	080524-080924EXP	09/23/2024	COMMAND COLLEGE, SESSION 5 08/05-08/09/24			1,050.11
Check	10/03/2024	12329 Accounts Payable	HILLYARD			5,118.88
	Invoice	Date	Description		Check Sort Code	Amount
	605596477	09/12/2024	JANITORIAL SUPPLIES - TOWELS/TISSUE/LINERS			4,698.17
	605552783	08/01/2024	TOILET SEAT COVERS			420.71
Check	10/03/2024	12330 Accounts Payable	HOME DEPOT CREDIT SERVICES			4,695.48
	Invoice	Date	Description		Check Sort Code	Amount
	SEPT' 24	09/13/2024	HOME DEPOT CC PURCHASE 08/13/24-09/12/24			4,695.48
Check	10/03/2024	12331 Accounts Payable	JOSEPH HUNTER			707.22
	Invoice	Date	Description		Check Sort Code	Amount
	0820-082324EXP	09/09/2024	TACOPS SOUTH REIMBURSEMENT 08/20-08/23/24			707.22
Check	10/03/2024	12332 Accounts Payable	I PIZZA			1,630.00
	Invoice	Date	Description		Check Sort Code	Amount

	0803-090124	09/25/2024	PIZZA FOR BIRTHDAY PARTIES 08/03 - 09/01/24		1,630.00
Check	10/03/2024	12333 Accounts Payable	SPECTRUM CANINE		900.00
	Invoice	Date	Description	Check Sort Code	Amount
	0006186	09/02/2024	K9 TRAINING AUGUST 2024		900.00
Check	10/03/2024	12334 Accounts Payable	JOCELYN E. ROLAND		1,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	23059	07/12/2024	PRE-EMPLOYMENT PSYCHOLOGICAL SCREENING -07/09/24		500.00
	23050	07/12/2024	PRE-EMPLOYMENT PSYCHOLOGICAL SCREENING -07/03/24		500.00
Check	10/03/2024	12335 Accounts Payable	J4 SYSTEMS		190.00
	Invoice	Date	Description	Check Sort Code	Amount
	20108	09/09/2024	INTUNE SETUP - ASH BAKER 09/05/24		190.00
Check	10/03/2024	12336 Accounts Payable	ESTHER JUNG		13.40
	Invoice	Date	Description	Check Sort Code	Amount
	090524EXP	09/05/2024	EXPENSE REIMBURSEMENT 09/05/24		13.40
Check	10/03/2024	12337 Accounts Payable	KNORR SYSTEMS INTERNATIONAL		737.13
	Invoice	Date	Description	Check Sort Code	Amount
	247950	09/10/2024	CARBON DIOXIDE REFILL		737.13
Check	10/03/2024	12338 Accounts Payable	L.N. CURTIS & SONS		2,647.92
	Invoice	Date	Description	Check Sort Code	Amount
	INV864819	09/12/2024	UNIFORM-SHAFFER		1,182.67
	INV859405	08/27/2024	CLASS A UNIFORM - DIAZ-PEREZ		1,182.67
	INV859424	08/27/2024	NIGHTSTICK CHARGERS		282.58
Check	10/03/2024	12339 Accounts Payable	LEXIPOL LLC		8,403.20
	Invoice	Date	Description	Check Sort Code	Amount
	INVLEX11237697	07/01/2024	POLICY MANUAL UPDATES 08/01/24-07/31/25		8,403.20
Check	10/03/2024	12340 Accounts Payable	LIEBERT CASSIDY WHITMORE		225.00
	Invoice	Date	Description	Check Sort Code	Amount
	274255	07/31/2024	PROFESSIONAL SERVICES RENDERED THROUGH JULY 31, 2024		225.00
Check	10/03/2024	12341 Accounts Payable	LPC SERVICES, INC.		4,049.00
	Invoice	Date	Description	Check Sort Code	Amount
	76566	09/13/2024	PEST SERVICES - SILLIMAN #12710 9/13/24		1,020.00
	76670	09/13/2024	PEST SERVICES - CITY HALL #102699 9/13/24		267.00
	76718	09/13/2024	PEST SERVICES - PD #104419 9/13/24		181.00
	76717	09/13/2024	PEST SERVICES - CITY HALL #102699 9/13/24		175.00
	76720	09/13/2024	PEST SERVICES - LIBRARY #116524 9/13/24		175.00
	76578	09/13/2024	PEST SERVICES - VIOLA BLYTHE #102704 9/13/24		260.00
	76565	09/13/2024	PEST SERVICES - FIRE STATION #1 102707 9/13/24		275.00
	76443	09/13/2024	PEST SERVICES - SERVICE CENTER #102702 9/13/24		185.00
	76564	09/13/2024	PEST SERVICES - FIRE STATION #3 102701 9/13/24		240.00
	76211	08/30/2024	PEST SERVICES - SERVICE CENTER #102702 8/30/24		225.00
	76208	08/30/2024	PEST SERVICES - CITY HALL #102699 8/30/24		225.00
	76216	08/30/2024	PEST SERVICES - LIBRARY #116524 8/30/24		195.00

	76213	08/30/2024	PEST SERVICES - PD #104419 8/30/24		201.00
	76210	08/30/2024	PEST SERVICES - SILLIMAN #12710 8/30/24		425.00
Check	10/03/2024	12342 Accounts Payable	LYNN PEAVEY COMPANY		110.66
	Invoice	Date	Description	Check Sort Code	Amount
	412323	09/06/2024	ADJUSTABLE TUBES SMALL		110.66
Check	10/03/2024	12343 Accounts Payable	MEDCOM		4,850.00
	Invoice	Date	Description	Check Sort Code	Amount
	10752A	09/23/2024	2024 ANNUAL ACA EMPLOYER REPORTING		4,850.00
Check	10/03/2024	12344 Accounts Payable	MICHAEL STEVEN YORKS		675.00
	Invoice	Date	Description	Check Sort Code	Amount
	2024-21	08/22/2024	BACKGROUND INVESTIGATIONS 08/02-08/22/24		675.00
Check	10/03/2024	12345 Accounts Payable	MIKE YORKS INVESTIGATIONS		17,625.00
	Invoice	Date	Description	Check Sort Code	Amount
	2024-25	09/16/2024	BACKGROUND INVESTIGATIONS 08/21-09/15/24		3,075.00
	2024-27	09/16/2024	BACKGROUND INVESTIGATIONS 08/21-09/15/24		3,075.00
	2024-20	09/26/2024	BACKGROUND INVESTIGATIONS 08/01-09/26/24		900.00
	2024-18	07/30/2024	BACKGROUND INVESTIGATIONS 07/19-08/21/24		3,075.00
	2024-15	07/22/2024	BACKGROUND INVESTIGATIONS 07/04-07/21/24		3,150.00
	2024-16	07/21/2024	BACKGROUND INVESTIGATIONS 07/04-07/21/24		300.00
	2024-14	08/13/2024	BACKGROUND INVESTIGATIONS 07/03-08/13/24		3,075.00
	2024-17	08/22/2024	BACKGROUND INVESTIGATIONS 07/19-08/22/24		975.00
Check	10/03/2024	12346 Accounts Payable	MNS ENGINEERS INC		20,590.36
	Invoice	Date	Description	Check Sort Code	Amount
	87269	08/30/2024	ON-CALL PUBLIC WORKS CONSTRUCTION INSPECTION SERVICES 07/24		20,590.36
Check	10/03/2024	12347 Accounts Payable	BIG O TIRES #175		2,475.53
	Invoice	Date	Description	Check Sort Code	Amount
	005175-161597	08/29/2024	TIRE SERVICE 08/29/24		245.48
	005175-162266	09/12/2024	TIRE SERVICE 09/12/24		1,297.22
	005175-162387	09/11/2024	TIRE SERVICE 09/11/24		320.85
	005175-162921	09/21/2024	TIRE SERVICE 09/21/24		354.41
	005175-162023	08/30/2024	TIRE SERVICE 08/30/24		257.57
Check	10/03/2024	12348 Accounts Payable	AT&T		1,239.19
	Invoice	Date	Description	Check Sort Code	Amount
	000022235619	09/01/2024	BAN 9391083983 - 08/01-08/31/24		664.98
	000022229813	09/01/2024	BAN 9391056598 - 08/01-08/31/24		574.21
Check	10/03/2024	12349 Accounts Payable	PAKPOUR CONSULTING GROUP, INC.		2,469.60
	Invoice	Date	Description	Check Sort Code	Amount
	4559	09/06/2024	ON-CALL CIVIL ENGINEERING PLAN REVIEW SERVICES 08/01-08/31/24		2,469.60
Check	10/03/2024	12350 Accounts Payable	PHOENIX GROUP INFORMATION SYSTEMS		715.15
	Invoice	Date	Description	Check Sort Code	Amount
	072024101	08/19/2024	PARKING CITATION PROGRAM JULY 2024		715.15
Check	10/03/2024	12351 Accounts Payable	PLAN JPA		3,382.10

	Invoice	Date	Description	Check Sort Code	Amount
	PLAN-0145	09/10/2024	GENERAL LIABILITY PREMIUM FY24/25 - AUGUST 2024		3,382.10
Check	10/03/2024	12352 Accounts Payable	REDFLEX TRAFFIC SYSTEMS, INC.		17,400.00
	Invoice	Date	Description	Check Sort Code	Amount
	INV0083714	08/31/2024	REDLIGHT CAMERA MONITORING AUGUST 2024		17,400.00
Check	10/03/2024	12353 Accounts Payable	SFPUC		4,034.45
	Invoice	Date	Description	Check Sort Code	Amount
	67449	09/20/2024	SFPUC RENT WATER AC#2866 10/01/24		3,025.47
	67419	09/20/2024	SFPUC RENT WATER AC#3642 10/01/24		1,008.98
Check	10/03/2024	12354 Accounts Payable	SHUTE, MIHALY & WEINBERGER LLP		1,092.50
	Invoice	Date	Description	Check Sort Code	Amount
	288085	09/18/2024	LEGAL SERVICES - SANCTUARY WEST - SVCS THRU 08/31/24		1,092.50
Check	10/03/2024	12355 Accounts Payable	SNG & ASSOCIATES, INC.		20,885.00
	Invoice	Date	Description	Check Sort Code	Amount
	2024-0719	08/20/2024	ON CALL CIVIL ENGINEERING PLAN REVIEW SERVICES 07/24		20,885.00
Check	10/03/2024	12356 Accounts Payable	SUN STOPPERS NEWARK LLC		267.13
	Invoice	Date	Description	Check Sort Code	Amount
	000453	08/23/2024	WINDOW TINT APS 25-40 8/23/24		267.13
Check	10/03/2024	12357 Accounts Payable	SYSERCO, INC		59,772.72
	Invoice	Date	Description	Check Sort Code	Amount
	21549	07/17/2024	STREETLIGHTS 07/17/24		59,772.72
Check	10/03/2024	12358 Accounts Payable	TEMPERATURE TECHNOLOGY INC.		16,986.46
	Invoice	Date	Description	Check Sort Code	Amount
	I3525	09/11/2024	FIRE STATION 1 HVAC SERVICE 8/12-9/10/24		4,002.79
	I3256	07/01/2024	LIBRARY HVAC SERVICE 7/1/24		567.50
	I3493	08/26/2024	PD HVAC SERVICE 8/26-8/27/24		1,056.22
	I3513	09/09/2024	CITY HALL HVAC SERVICE 7/17-9/6/24		4,224.67
	I3370	07/11/2024	PD EVIDENCE ROOM HVAC SERVICE 7/3/24		481.00
	I3516	09/09/2024	SILLIMAN HVAC SERVICE 9/6/24		481.00
	I3506	09/05/2024	SILLIMAN HVAC SERVICE 8/13-9/5/24		6,173.28
Check	10/03/2024	12359 Accounts Payable	TIREHUB, LLC		352.51
	Invoice	Date	Description	Check Sort Code	Amount
	43228845	07/17/2024	TIRES-GY ASSUR MAXLIFE BW		352.51
Check	10/03/2024	12360 Accounts Payable	FREMONT ALARM		2,580.00
	Invoice	Date	Description	Check Sort Code	Amount
	62-513	07/10/2024	ALARM MONITORING SERVICE 07/10/24-12/31/24		2,580.00
Check	10/03/2024	12361 Accounts Payable	TRUE NORTH COMPLIANCE SERVICES, INC.		24,545.96
	Invoice	Date	Description	Check Sort Code	Amount
	24-07-01-032	08/01/2024	BI FIELD INSPECTION AND RELATED PROFESSIONAL SERVICES 07/24		3,217.50
	24-07-032	08/01/2024	BI FIELD INSPECTION AND RELATED PROFESSIONAL SERVICES 07/24		19,678.46

	24-08-032		09/01/2024	BI FIELD INSPECTION AND RELATED PROFESSIONAL SERVICES 08/24			1,650.00
Check	10/03/2024	12362	Accounts Payable	UNIVERSAL BUILDING SERVICES & SUPPLY CO			1,085.00
	Invoice		Date	Description		Check Sort Code	Amount
	527021		07/01/2024	JANITORIAL SERVICES - LIBRARY JULY 2024			570.00
	527020		07/01/2024	JANITORIAL SERVICES - ASH SUMMER PROGRAM 7/1/24			210.00
	527019		07/01/2024	JANITORIAL SERVICES - ASH SUMMER PROGRAM 7/1/24			305.00
Check	10/03/2024	12363	Accounts Payable	UTILITY TELECOM GROUP, LLC			11,833.79
	Invoice		Date	Description		Check Sort Code	Amount
	SEP '24		09/16/2024	TELEPHONE & NETWORK PROVIDER - SEP '24			11,833.79
Check	10/03/2024	12364	Accounts Payable	VISTA UNIVERSAL INC			2,848.05
	Invoice		Date	Description		Check Sort Code	Amount
	T518942		09/24/2024	LIGHTING - COMMUNITY CENTER PARK 9/23/24			2,848.05
Check	10/03/2024	12365	Accounts Payable	WHOOSTER, INC.			650.00
	Invoice		Date	Description		Check Sort Code	Amount
	10002009384		06/20/2024	WHOOSTER LE SMS PLUS ANNUAL 08/18/24-08/17/25			650.00
Check	10/03/2024	12366	Accounts Payable	ORION SECURITY			1,444.00
	Invoice		Date	Description		Check Sort Code	Amount
	128339		09/21/2024	UNARMED, UNIFORMED SECURITY GUARD 9/16/24-9/20/24			1,444.00
Check	10/03/2024	12367	Accounts Payable	CHANSHETTI , PRAKASH			14.00
	Invoice		Date	Description		Check Sort Code	Amount
	727848		09/23/2024	CUSTOMER REFUND CAN NO LONGER ATTEND DAY TRIP TO ZOO			14.00
Check	10/03/2024	12368	Accounts Payable	LOWE , NOEL			14.00
	Invoice		Date	Description		Check Sort Code	Amount
	727530		09/19/2024	CUSTOMER REFUND NO LONGER CAN ATTEND THE DAY TRIP AT THE ZOO			14.00
Check	10/03/2024	12369	Accounts Payable	MILLER , HAL			7.00
	Invoice		Date	Description		Check Sort Code	Amount
	727961		09/24/2024	CUSTOMER REFUND COULD NO LONGER ATTEND DAY TRIP TO ZOO			7.00
EFT	10/03/2024	1226	Accounts Payable	ART BUILDS COMMUNITY LLC	322271627 / 521573215		6,476.00
	Invoice		Date	Description		Check Sort Code	Amount
	#6		07/31/2024	CENTRAL OVERPASS PROGRESS REPORT #6 07/01-07/31/24			1,200.00
	#7		08/31/2024	CENTRAL OVERPASS PROGRESS REPORT #7 08/01-08/31/24			5,276.00
EFT	10/03/2024	1227	Accounts Payable	SPECTRUM SMALL BUSINESS SERVICES, LLC	325084426 / 5348560846		1,280.91
	Invoice		Date	Description		Check Sort Code	Amount
	09202024-GENERAL		09/20/2024	MICHAEL COHEN'S TRAVEL EXPENSES 9/24			1,280.91
AP ZBA ACCOUNTS PAYABLE Totals:				Transactions: 71			$414,828.23

Checks:	69	$407,071.32
EFTs:	2	$7,756.91

STAFF REPORT

Item D. 2.

DATE	10/24/2024
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Approval of October 10, 2024, minutes

Attachments

Minutes

Draft

Thursday, October 10, 2024
7:00 P.M.

A. ROLL CALL

Mayor Hannon called the meeting to order at 7:00 p.m. Vice Mayor Freitas, Council Members Collazo, Jorgens, and Apodaca were present.

B. PRESENTATIONS

1. Manufacturing Weeks Proclamation

   Mayor Hannon presented the proclamation to: Deputy Economic Development Director Tsui, Special Assistant Pedersen, Jen Capasso, Verdagy, Brian Wilfley, Triple Ring Technologies, Veronica Parker, Ohlone College.

2. Proclaim October as Promotores Month

   Mayor Hannon presented the proclamation to Edda Rivera, Administrative Assistant, Veronica Torres, Special Assistant, and Adriana Lopez, Special Assistant.

3. Introduction of employee(s)

   Mayor Hannon introduced Jessennia Taimani, Recreation Supervisor.

4. Commending Jim Zulawski

   Mayor Hannon presented a commendation to Jim Zulawski for responding to a traffic accident.

5. Commending Michelle Leipelt Newark Teacher of the Year Honoree

Mayor Hannon presented the commendation to Michelle Leipelt.

Mayor Hannon called for a brief recess at 7:29 p.m.

Mayor Hannon resumed the meeting at 7:34 p.m.

C. PUBLIC COMMENT

Vinod Kumar asked about the road repair schedule/policy, specifically at Magnolia and Sycamore Streets. He also expressed his concern regarding the homeless population.

D. CONSENT CALENDAR

City Manager Benoun requested the removal of item D.5 for separate consideration.

Council Member Jorgens moved, Vice Mayor Freitas seconded, to approve Consent Calendar items D.1 to D.4 and D.6, that the resolutions be numbered consecutively, and that reading of the titles suffice for adoption. The motion passed, 5 AYES.

1. Approval of Audited Demands

2. Approval of September 26, 2024, minutes

3. Adopt a resolution approving a Second Amendment to the Contractual Services Agreement with Good City Company
Resolution No. 11689
Contract 21006

4. Adopt a resolution to (1) amend the Employee Classification Plan to add the class specification of Strategic Initiatives Manager; (2) amend the Compensation and Benefit Plan for the Management, Supervisory, and Professional Employees Group to add the classification and salary range for Strategic Initiatives Manager; (3) amend the City's Salary Schedule in conformance with California Code of Regulations, Title 2, Section 570.5; and (4)

amend the 2024 - 2026 Biennial Budget and Capital Improvement Plan to delete and add classifications
Resolution No. 11690

5. Pulled - Adopt a resolution rejecting bid protests, awarding a contract to S & H Construction, Inc. for the Newark Resource Center, Project 1360 and amending the 2024-2026 Biennial Budget and Capital Improvement Plan

6. Adopt a resolution establishing a maintenance reserve fund
Resolution No. 11691

NONCONSENT

5. Adopt a resolution rejecting bid protests, awarding a contract to S & H Construction, Inc. for the Newark Resource Center, Project 1360 and amending the 2024-2026 Biennial Budget and Capital Improvement Plan
Resolution No. 11692

Vice Mayor Freitas recused due to a leasehold interest in real property conflict of interest and exited the City Council Chambers.

No one from the public requested to speak.

Moved by Council Member Apodaca, seconded by Council Member Collazo to adopt the resolution. The motion passed, 4 AYES, 1 RECUSED.

Vice Mayor Freitas returned to the City Council Chambers.

E. PUBLIC HEARINGS

F. OTHER BUSINESS

1. Introduction of an ordinance adding Newark Municipal Code Chapter 5.42, “Tobacco Retailers” to Title 5 of the Newark Municipal Code

Council Member Collazo recused due to real properties conflict of interest and exited the City Council Chambers.

Council Member Apodaca recused due to real property conflict of interest and exited the City Council Chambers.

Community Preservation Manager Carrillo gave the presentation. Presentation on file with City Clerk.

Twenty-Three speakers spoke in favor of adopting the ordinance. Comments included banning all vaping products, limiting the number of retailers, mandatory annual compliance checks, higher minimum price for cigarettes, offers of help from Eden Youth and the Alameda County Tobacco Health Program.

City Manager Benoun stated that the ordinance would ban flavored smoking products and hookah, two Community Preservation Specialists would enforce the ordinance, suspension of business licenses could be significant, and that the ordinance would be subject to amendments, should circumstances change in the future.

Council Member Jorgens requested an annual report once the program is implemented.

Moved by Vice Mayor Freitas, seconded by Council Member Jorgens, to introduce the ordinance. The motion passed, 3 AYES, 2 RECUSED.

Council Members Collazo and Apodaca returned to the City Council Chambers.

Mayor Hannon called for a recess at 9:06 p.m. and resumed the meeting at 9:16 p.m.

2. Adopt a resolution approving the Facilities Master Plan and direct staff to explore options for a funding plan for the priority needs, as identified in the Plan Resolution No. 11693

Senior Management Analyst Gonzalez gave the presentation. Presentation on file with City Clerk.

No one from the public requested to speak.

Mayor Hannon requested that staff research if Watkins Hall should be declared a national historic building to obtain funding from state/federal resources.

Moved by Council Member Apodaca, seconded by Council Member Collazo to adopt the resolution. The motion passed, 5 AYES.

G. CITY MANAGER UPDATES

City Manager Benoun stated October 19, 2024, is Community Clean Up Day, by appointment, at the Corporation Yard.

H. CITY COUNCIL MATTERS

Council Member Collazo stated the annual Día de los Muertos event would be held on October 26, 2024, on Thornton Avenue. Shop Newark

Vice Mayor Freitas congratulated the Silliman Aquatic Center on its 20th anniversary.

Mayor Hannon encouraged everyone to vote on November 5.

I. CLOSED SESSION

J. ADJOURNMENT

Mayor Hannon adjourned the meeting at 9:30 p.m.

STAFF REPORT

Item D. 3.

DATE	10/24/2024
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Adopt a resolution reappointing Lori Bogisich to the Planning Commission

Lori Bogisich was appointed to the Planning Commission on January 27, 2022, to fill the unexpired term of Karen Bridges. Commissioner Bogisich's term expires on December 31, 2024, and she has requested a four-year reappointment. Per Newark Municipal Code Chapter 2.12 Planning Commission, Planning Commissioners are appointed by the Mayor, with the approval of the City Council. Mayor Hannon has approved the re-appointment of Planning Commissioner Bogisich.

It is recommended that the City Council, by resolution, approve the reappointment of Lori Bogisich to the Planning Commission, for a term to expire on December 31, 2028.

Attachments

Resolution

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING THE REAPPOINTMENT OF LORI BOGISICH TO THE PLANNING COMMISSION

WHEREAS, Lori Bogisich, hereto appointed member of the Planning Commission, has a term expiring December 31, 2024; and

WHEREAS, the Mayor of the City of Newark has reappointed Lori Bogisich to said position on the Planning Commission for a term expiring December 31, 2028;

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

STAFF REPORT

Item D. 4.

DATE	10/24/2024
TO	Honorable Mayor and City Council Members
FROM	Cathreene Ingham-Watters, Human Resources Director
SUBJECT	Adopt a resolution approving a fourth amendment to the Contractual Services Agreement with Orion Security to provide Security Guard Services and amend the 2024-2026 Biennial Budget and Capital Improvement Plan for FY 2025

SUMMARY AND RECOMMENDATION

Staff is continuing the work to implement long-term security solutions at City Hall with an anticipated completion date of June 2025. In the interim, continued funding for temporary security guard services is required. Staff recommends that the City Council authorize the City Manager to amend the existing Contractual Services Agreement with Orion Security to increase the not-to-exceed amount by $48,000 for a total not-to-exceed amount of $204,999 and amend the 2024-2026 Biennial Budget and Capital Improvement Plan for Fiscal Year 2025 to appropriate $48,000 from the general fund for this agreement.

BACKGROUND

In early 2022, staff engaged consultants to conduct security assessments of each city facility to assess the need for enhanced security, such as interior and exterior cameras, panic buttons, additional key cards, and other controlled entrance measures. To provide interim security at City Hall, the City entered into an agreement with Orion Security on July 13, 2022, for an amount not-to-exceed $49,999. Because the long-term security measures have been more complex than initially expected, the City Council has since approved three amendments to the Contractual Services Agreement with Orion Security. The first amendment, approved in January 2023, increased the not-to-exceed amount to $77,999. The second amendment was approved in July 2023 and increased the total not-to-exceed amount to $132,999. In July 2024, City Council approved the third amendment, increasing the not-to-exceed amount to $156,999 with an anticipated completion date of October 2024.

In late April 2024, the City awarded a contract to EyeP Solutions, Inc. to install security cameras and building access management systems to address the enhanced security measures identified in the security assessments. The work with EyeP Solutions, Inc. continues to progress, but due to additional design needs and related work, the target completion date for the project has been postponed to June 2025.

Based on the satisfactory performance of Orion Security providing security guard services, staff recommends continuing services through the duration of the security measures installations.

DISCUSSION/ANALYSIS

The initial engagement of Orion Security in 2022 was prompted by the need for interim security measures while more comprehensive security enhancements were being planned and implemented.

The City entered into a contract with EyeP Solutions, Inc. in April 2024 to implement the long-term security measures of security cameras and building access management systems installation. Currently, EyeP Solutions Inc. is actively collaborating with the project architect and City staff on additional design work and specifications required to ensure full compliance with regulatory standards, which has contributed to the adjusted timeline.

Approving the fourth amendment to the Contractual Services Agreement with Orion Security aligns with the City's commitment to ensuring the safety and well-being of its employees and City Hall visitors. By extending the contract through June 2025, the City can maintain continuity in security services while the installation of security measures is completed. If the project is completed prior to June 2025, staff will notify Orion of an end date for services per contractual language.

FISCAL IMPACT

Staff requests authorization to amend the 2024-2026 Biennial Budget and Capital Improvement Plan for Fiscal Year 2025 to appropriate $48,000 from the general fund unappropriated fund balance for this agreement.

REVIEW AND APPROVAL

Prepared by - Cathreene Ingham-Watters, Human Resources Director
Reviewed by - Lenka Hovorka, Assistant City Manager
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Resolution Orion 4th Amendment
Orion Contract and Amendments

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 4 TO THE CONTRACTUAL SERVICES AGREEMENT WITH ORION SECURITY TO PROVIDE SECURITY GUARD SERVICES AND APPROVING AN AMENDMENT TO THE 2024-2026 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN

WHEREAS, on July 13, 2022, the City of Newark entered into a Contractual Services Agreement C22041 (the "Agreement") with Orion Security (the "Consultant") to provide specialized professional services (temporary security services); and

WHEREAS, on January 12, 2023, City Council authorized the first amendment of the Agreement, increasing the total not-to-exceed amount of $28,000 for a total not-to-exceed amount of $77,999; and

WHEREAS, on July 14, 2023, City Council authorized the second amendment of the Agreement, increasing the total not-to-exceed amount of $55,000 for a total not-to-exceed amount of $132,999; and

WHEREAS, on June 13, 2024, City Council authorized the third amendment of the Agreement, increasing the total not-to-exceed amount of $24,000 for a total not-to-exceed amount of $156,999; and

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

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

WHEREAS, an amendment to the 2024-2026 Biennial Budget and Capital Improvement Plan for Fiscal Year 2025 will be necessary to appropriate funds for this Agreement.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby authorizes the City Manager to execute Amendment No. 4 to the Contractual Services Agreement with Orion Security to increase the not-to-exceed amount by $48,000 for a total not-to-exceed amount of $204,999, in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the City Council hereby authorizes an amendment to the 2024-2026 Biennial Budget and Capital Improvement Plan for Fiscal Year 2025 by appropriating $48,000 as follows:

TO:	110.22.022.200.6221	Human Resources Contractual Services	$48,000
FR:	110.3000	Unappropriated Fund Balance	$48,000

FOURTH AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND ORION SECURITY

This Fourth Amendment to Contractual Services Agreement C22041 between the City of Newark, a municipal corporation, ("City") and Orion Security, a Type "C" Corporation ("Consultant") (sometimes referred to as "Parties") dated July 13, 2022 (the "Agreement"), is entered into as of November 1, 2024 for the provision of specialized professional services (Security Guard Services).

RECITALS

WHEREAS, the Parties executed the Agreement for the provision of specialized professional services (Security Guard Services); and

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

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. Section 3.A. "Not to Exceed" Compensation, of the Agreement, is amended to increase the not to exceed compensation by $48,000, for a total not to exceed amount of $204,999 (from a previous not to exceed amount of $156,999).

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 Benoun
City Manager

Dated: _____

Consultant

_____

Authorized Representative
Orion Security

Dated: _____

Attest:

_____
Sheila Harrington
City Clerk

Approved as to Form:

_____
Kristopher J. Kokotaylo
City Attorney

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THIRD AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND ORION SECURITY

This Third Amendment to Contractual Services Agreement C22041 between the City of Newark, a municipal corporation, ("City") and Orion Security, a Type "C" Corporation ("Consultant") (sometimes referred to as "Parties") dated July 13, 2022 (the "Agreement"), is entered into as of July 1, 2024 for the provision of specialized professional services (Security Guard Services).

RECITALS

WHEREAS, the Parties executed the Agreement for the provision of specialized professional services (Security Guard Services); and

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

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. Section 3.A. "Not to Exceed" Compensation, of the Agreement, is amended to increase the not to exceed compensation by $24,000, for a total not to exceed amount of $156,999 (from a previous not to exceed amount of $132,999).

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

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City of Newark

DocuSigned by:
Lenka Hovorka
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David Benoun
City Manager

Dated: 6/20/2024

Consultant

DocuSigned by:
Joseph Baba
53BFDB990EA641B...

Authorized Representative
Orion Security

Dated: 6/19/2024

Attest:

DocuSigned by:
Sheila Harrington
AD90989DBABE45E...

Sheila Harrington
City Clerk

Approved as to Form:

DocuSigned by:
kristopher kokotaylo
95B17C2767614AB...

Kristopher J. Kokotaylo
City Attorney

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C22041
R11517

SECOND AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND ORION SECURITY

This Second Amendment to Contractual Services Agreement C22041 between the City of Newark, a municipal corporation, ("City") and Orion Security, a Type "C" Corporation ("Consultant") (sometimes referred to as "Parties") dated July 13, 2022 (the "Agreement"), is entered into as of July 14, 2023 for the provision of specialized professional services (security guard services).

RECITALS

WHEREAS, the Parties executed the Agreement for the provision of specialized professional services (security guard services); and

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

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. Section 3.A, "Not to Exceed" Compensation, of the Agreement, is amended to increase the not to exceed compensation by $55,000, for a total not to exceed amount of $132,999 (from a previous not to exceed amount of $77,999.).

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

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DocuSign Envelope ID: [illegible]

City of Newark

DocuSigned by:
[signature]

David J. Benoun
City Manager

Dated: 7/13/2023

Consultant

DocuSigned by:
Joseph Baba

Authorized Representative
Stantec Consulting Services, Inc.
Joseph Baba

Dated: 6/28/2023

Attest:

DocuSigned by:
Sheila Harrington

Sheila Harrington
City Clerk

Approved as to Form:

DocuSigned by:
Kristopher J. Kokotaylo

Kristopher J. Kokotaylo
City Attorney

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FIRST AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND ORION SECURITY

This First Amendment to Contractual Services Agreement C22041 between the City of Newark, a municipal corporation, ("City") and Orion Security, a Type "C" Corporation ("Consultant") (sometimes referred to as "Parties") dated July 13, 2022 (the "Agreement"), is entered into as of 30th January, 2023 for the provision of specialized professional services (security guard services).

RECITALS

WHEREAS, the Parties executed the Agreement for the provision of specialized professional services (security guard services); and

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

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. Section 3.A. "Not to Exceed" Compensation, of the Agreement, is amended to increase the not to exceed compensation by $28,000, for a total not to exceed amount of $77,999 (from a previous not to exceed amount of $49,999.).

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

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DocuSign Envelope ID: C8E2C7F0-561A-46F3-92A9-972C33B3A8B3

City of Newark

DocuSigned by:

David J. Benoun
City Manager

Dated: 1/27/2023

Consultant

DocuSigned by:
Yoshi Galiramani

Authorized Representative
Orion Security

Dated: 1/26/2023

Attest:

DocuSigned by:
Sheila Harrington

Sheila Harrington
City Clerk

Approved as to Form:

DocuSigned by:
Kristopher J. Kokotaylo

Kristopher J. Kokotaylo
City Attorney

DocuSign

Certificate Of Completion

lope Id: C8E2C7F0561A46F392A9972C33B3A8B3
Subject: Complete with DocuSign: C22041 Orion Security 1st amendment.pdf
Source Envelope:
Document Pages: 2
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 4
Initials: 0

Status: Completed

Envelope Originator:
Sheila Harrington
37101 Newark Boulevard
Newark, CA 94560
sheila.harrington@newark.org
IP Address: 206.128.122.185

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Status: Original
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sheila.harrington@newark.org

Location: DocuSign

Signer Events	Signature	Timestamp
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topher J. Kokotaylo kotayto@meyersnave.com Security Level: Email, Account Authentication (None)	DocuSigned by: kristopher J. kokotaylo ABFC8AFEC9714E4...	Sent: 1/26/2023 4:29:22 PM Viewed: 1/27/2023 11:21:44 AM Signed: 1/27/2023 11:22:00 AM
	Signature Adoption: Pre-selected Style Using IP Address: 206.169.145.130	
Electronic Record and Signature Disclosure: Accepted: 1/27/2023 11:21:44 AM ID: 34f7de36-33e7-414e-a610-c122b4a6ccd3		
David J. Benoun david.benoun@newark.org City Manager Security Level: Email, Account Authentication (None)	DocuSigned by: 975787B2C2304C4...	Sent: 1/27/2023 11:22:05 AM Viewed: 1/27/2023 4:22:37 PM Signed: 1/27/2023 4:22:46 PM
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Electronic Record and Signature Disclosure: Accepted: 1/27/2023 4:22:37 PM ID: a4892023-a5c5-4326-bc4c-e82e6c6ef347		
Sheila Harrington sheila.harrington@newark.org City Clerk City of Newark Security Level: Email, Account Authentication (None)	DocuSigned by: Sheila Harrington AD90999DBABE45E	Sent: 1/27/2023 4:22:49 PM Viewed: 1/30/2023 8:04:57 AM Signed: 1/30/2023 8:05:19 AM
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Kathy Slafter kathy.slafter@newark.org Executive Assistant/Deputy City Clerk City of Newark Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 1/30/2023 8:05:22 AM
Roya Gonzalez roya.gonzalez@newark.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 1/30/2023 8:05:25 AM
L. Ortega lortega@orionsecurity.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 1/30/2023 8:05:28 AM Viewed: 1/30/2023 9:41:24 AM
Joseph Joseph@OrionSecurity.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 1/30/2023 8:05:30 AM Viewed: 1/30/2023 6:09:00 PM
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
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Certified Delivered	Security Checked	1/30/2023 8:04:57 AM
Signing Complete	Security Checked	1/30/2023 8:05:19 AM
Completed	Security Checked	1/30/2023 8:05:30 AM
Payment Events	**Status**	**Timestamps**

Electronic Record and Signature Disclosure

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Newark:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: sheila.harrington@newark.org

To advise City of Newark of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sheila.harrington@newark.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Newark

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sheila.harrington@newark.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Newark

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to sheila.harrington@newark.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Newark as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Newark during the course of your relationship with City of Newark.

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CONTRACTUAL SERVICES AGREEMENT

CONSULTANTS

This Service Agreement (hereinafter "Agreement") is made and entered into this 13TH day of JULY, 2022 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and ORION SECURITY, a C-Corporation ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

WHEREAS, City requested proposals to perform the services generally including: SPECIALIZED PROFESSIONAL SERVICES.

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

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

NOW, THEREFORE, the Parties hereto agree as follows:

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

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

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

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3. **COMPENSATION.**

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

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of $49,999 and No/100 Dollars ($49,999.00) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by City, evidenced in writing authorizing such additional amount.

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

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

Invoices shall be sent to:

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

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

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

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

4. **ADDITIONAL SERVICES.** In the event City desires the performance of additional services not otherwise included within Services, such services shall be authorized by written task order approved in advance of the performance thereof. Such task order shall include

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

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

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

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

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

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

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

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8. **INFORMATION AND DOCUMENTATION.**

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

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

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

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

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

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

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12. **RESERVED.**

13. **RESERVED.**

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

A. **Verification of Coverage.**

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

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

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

City reserves the right to require and obtain complete, certified copies of all required insurance policies and endorsements at any time. Failure to exercise this right at any time shall not constitute a waiver of right to exercise later. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

B. **Minimum Scope of Insurance.**

Coverage shall be at least as broad as:

1. Insurance Services Office Form Number CG 00 01covering Commercial General Liability on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury; and

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

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

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

C. Minimum Limits of Insurance.

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

Consultant shall maintain limits no less than:

1. General Liability: (including products and completed operations, property damage, bodily injury, and personal and advertising injury)	**$2,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:	**$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability:	**$1,000,000** per accident for bodily injury or disease.
4. Errors and Omissions Liability:	**$1,000,000** per occurrence or claim; $2,000,000 aggregate.

D. Deductibles and Self-Insured Retentions.

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

E. Claims Made Policies.

For all "claims made" coverage, in the event that Consultant changes insurance carriers Consultant shall purchase "tail" coverage or otherwise provide for continuous

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

F. **Wasting Policies.**

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

G. **Remedies.**

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

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

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

3. Terminate this Agreement.

H. **Acceptability of Insurers.**

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

I. **Other Insurance Provisions.**

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

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

2. Primary Coverage. For any claims related to Services, Consultant's insurance coverage shall be primary insurance as respects City, its officers, officials, directors, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, directors, employees, or volunteers shall be excess of Consultant's insurance and shall

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not be contribute with it. Consultant's policy will not seek contribution from the City's insurance or self-insurance.

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

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

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

6. Subconsultants. Consultant shall include all subconsultants as insureds under its policies or shall require and verify separate certificates and endorsements have been obtained for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

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

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 14 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

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

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

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

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

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

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

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

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

18. TERM/TERMINATION.

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

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

19. CONTRACT ADMINISTRATION. This Agreement shall be administered by **GINA ANDERSON CHIEF OF POLICY** of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator or his/her designee.

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

Orion Security JOSEPH BABA, PRESIDENT **Consultant**	**CITY OF NEWARK** GINA ANDERSON, CHIEF **Administrator**
Address: Orion Security 675 E. Gish Road San Jose, CA 95112	City of Newark Attn: Captain Jonathan Arguello 37077 Newark Boulevard Newark, CA 94560

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

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

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

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

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

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

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

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

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

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

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

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

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CITY OF NEWARK,
a municipal corporation

By _____
City of Newark

Date _____

ORION SECURITY,
a C-Corporation

By _____
Consultant

Date 7-12-2022

Yooshieh Gahramani
Printed Name

Attest:

_____
City Clerk

Date 7/14/2022

Approved as to form:

_____
City Attorney

Date _____

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EXHIBIT A

SCOPE OF SERVICES

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EXHIBIT A

PAYMENT

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EXHIBIT A

QUALIFICATIONS

3393490.1

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June 29th, 2022

Orion Security- Proprietary and confidential

Upgrade to Dependability

Attention

Joshua Horst
Newark Police Department

Address

Newark City Council
37101 Newark Blvd.,
Newark, CA 94560

Proposal For



RFP Date:
Tuesday June 28th, 2022

Submitted By

Laura Tafoya
Security Consultant
Cell: (408) 771-1352
Phone: (408) 287-4411
Laura@OrionSecurity.com

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June 29th, 2022

Orion Security- Proprietary and confidential

Upgrade to Dependability

COST OF SERVICE – Unarmed Patrol

Designed to be straight forward with no hidden costs.

Cost for Year 2022 - 24/HR PAID OFFICER

Type of Coverage: One (1) unarmed, uniformed officer to patrol the property on foot to deter criminal activity ie. thefts, assault, burglary, robberies, and other unwanted transient activities. Daily shift reports with pictures to be sent via email. Special Incident Reports are created for important observations. Officer will assist in the enforcement of property policies.

SUN	MON	TUES	WEDS	THUR	FRI	SAT
	✓	✓	✓	✓	✓	
	7:30a-3:30p	7:30a-3:30p	7:30a-3:30p	7:30a-3:30p	7:30a-3:30p (bi-weekly)	

= Total Weekly Billable Hours: Approx. 36

Unarmed- Uniformed Security Officer

Officer's Minimum Hourly Pay Rate	$24.00/hour
Hourly Bill Rate	$36.10//hour
Holiday & Overtime Hourly Bill Rate	$54.15/hour
Special Request Officer- Less Than 24 Hours Notice	$54.15/hour

Features

Assigned Account Manager	$0.00/included
Online Web portal	$0.00/included
Digital Reports	$0.00/included
GPS Tracking	$0.00/included
Monthly Cost Samsung S10 Smart Phone (1)	$0.00/included
Security Signs	$0.00/included
Security Refrigerator Magnets	$0.00/included
24 Hour Dispatch Center	$0.00/included
Web Parking Software	$0.00/included
Marked Security Vehicle with amber lights(Optional)	$1,000.00/ Mo
Marked Security Golf Cart with amber lights(Optional)	$400.00/Mo

Total Cost

Weekly	$1,299.60
Monthly	$5,631.60
Yearly	$67,759.70

- *Quote includes the cost of all materials, uniforms, training, account setup, supervision, taxes, insurance, fuel, maintenance, workers compensation, etc.*
- *Total 'Monthly' cost is an estimation based on the average 4.33 weeks in a month. Total 'Yearly' cost is based on the average 52.143 weeks per year.*

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June 29th, 2022

ORION SECURITY

Upgrade to Dependability

VISION & VALUES

Quality Service and state of the art technology

Mission Statement



The fundamental mission for Orion Security is to protect the lives and property of the customers we serve in a manner consistent with the highest ideals within our industry, and to take advantage of those scientific advancements which will help us succeed in that endeavor. We dedicate ourselves to providing unsurpassed, personalized, quality security services. Whether your security concerns are large or small, we provide customized solutions to suit your needs in all situations.

Orion Security has committed it's energies to a policy of teamwork, reciprocal understanding, and growth of long-term business relationships with our customers and employees.
We look forward to the future with great confidence in seeking to win over new clients, while continuing to thank our current customers for their support.

In order to fulfill part of it's mission, Orion Security has assigned specially qualified managerial personnel to keep abreast technological developments within the industry. They are empowered to adapt those technologies they find to be useful, and which will advance our goals. Additionally, we have implemented a policy of measured, steady growth, which enables us to meet projected demand without ever degrading the quality of our service.

We endeavor to be the preferred security provider for all whom we serve and pledge to conduct our business with uncompromising honesty, wisdom, discretion and sound judgment. This commitment extends to customers, employees, vendors, communities, and industries with which we do business.

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Company History

COMPANY HISTORY

Orion Security has been serving the Bay Area since 1980

Most companies rent their office space. Orion owns their building. This allows the company to park it's fleet of vehicles on site.



Orion Security was founded by Yosh Gahranmani in 1980 at 357 Town & Country Village in San Jose. Yosh had one goal in mind; to make a profitable business with best, in class, customer service. With only one employee, the company opened its doors as a provider of professional security services. In response to the growing demand for professional physical security service, Orion has grown into a full service organization providing loss-prevention, property protection, access control, revenue collection, executive protection, crisis intervention, patrol services, and other protective services to both private and government agencies. Orion handles accounts ranging in size from small businesses to large companies. Today the company has over 300 employees and is one of the largest security patrol services in the Bay Area.

ASIS INTERNATIONAL
Advancing Security Worldwide™

CALSAGA
CALIFORNIA ASSOCIAITON OF LICENSED SECURITY AGENCIES, GUARD AND ASSOCIATES

BSIS

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June 29th, 2022

Upgrade to Dependability

Owner and CEO

OWNER / CEO

After over 36 years, Yosh is still directly involved in business he created.



Yosh Gahranmani, CEO of Orion Security

Yosh Gahramani arrived in the San Francisco Bay in 1972 with only fifty dollars to his name. Yosh lived with a relative while working in construction for a few years, then as a security officer for an additional 5 years, before deciding to go into business for himself. With only one employee and one radio, Orion Security was formed.

Orion Security quickly grew by word of mouth, with the exceptional work that was performed by the owner and his new employees. Within 3 years Yosh had built his company up to over 100 happy clients and the largest locally owned security company in the Bay Area.

Today Yosh owns several successful companies such as Fantastic Bay Builders, Yosh Landscaping Services, and Paramount Investigations. Orion Security is lead by the example of the entrepreneurial CEO, with his incredible work ethic and infectiously positive attitude.

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June 29th, 2022

Upgrade to Dependability

Executive Team

Team Leaders

Meet the Team!



Shortly after graduating in 1994 Joseph started his first job as a production worker. Within his first year of employment, Joseph was promoted to a supervisor position. After 2 years of lead, Joseph started working as a manager. Joseph exceled in client relations and Customer Service. With over 20 years of management and customer relations, Joseph is responsible for the company's growth and overall customer satisfaction. **Education & Experience:** High School Diploma, 2 years at Ohlone College, bachelor in Business from California State East Bay, 1 year with Pacific Fire Department, & a Licensed Security Officer.

Joseph Baba, Director of Business Development

Lita started with Orion Security in 1996 after getting her certification as a Medical Transcriber. At the time Orion was still a small company. Now 24 years later Lita has become the owner's right hand, and is the go to person for any employee needs. Not only does Lita handle all of Human Resources, but she is cross trained in almost every position within the company. She can and happily helps out any department when she is needed.



Lita Ortega, Controller



Margarita has been with Orion Security since 1992 when she was recruited after receiving her degree in Office Automation to work as an administrative assistant. Since then, Margarita has become Orion's Chief Accounting Officer. All payroll and invoicing is done through Margarita. She is easily the favorite person among all employees.

Margarita Camacho, Chief Accounting Officer

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Account Management Team

Team Leaders

Meet the Account Management Team!

Ramtin has been working within the security industry for over 11 years; he has been working with Orion since 2019. Ramtin knows that security is about adding value and an increased sense of safety. Ramtin excels in his ability to accurately assess property issues then consult on the security needs for those properties. Ramtin is well know and respected by the Orion team and his clients.



Ramtin Patehvir,
- Security Consultant & Account Manager



Laura started with Orion Security as a dispatcher. She quickly learned the operations of dispatch and staffing. She now works in the account management team along side Joseph and Teresa. Laura specializes in client relationship management, technical writing, and account management. She has proved to be an asset to our team. We value her hard work and positive attitude!
AAT- Psychology Degree from De Anza College

Laura Tafoya,
Security Consultant & Account Manager

Teresa Started her career in Security as an alarm operator in 2010, She quickly worked her way up to a Grave shift supervisor over seeing a team of 10 dispatchers and also assisting with client relations. Teresa joined Orion security in 2019 as a Office Assistant later joining the sales team to assist with consulting and account management.



Teresa Maestas,
Client Relationship Manager & Security Consultant

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Team Leaders

Office Management

Office Staff



In 2001, Shannon Box was hired by Orion Security as a receptionist. Shannon proved to be a great asset to the company by helping out with just about every aspect of the business. She now specializes in the operations of the company, including oversight of dispatch and patrol operations. As the Operations Manager, Shannon is also in charge of the staffing, scheduling, security training, and post orders for sites.

Shanon Box, Operations Manager

Over 20 years of combined experience in military, law enforcement, security, investigations, Counter Intelligence operations, Anti and Counter Terrorism. A highlighted veteran of the U.S. ARMY who trained and managed combat teams during Desert Shield and Desert Storm Wars. Tom Trained and supervised SWAT Operations. In addition he managed international black marketing investigations in Europe and South Korea. **Certifications:** Anti Terrorism Spec (CMAS), SWAT training SRT, Military Police Investigator, Specialized Technology Degree, Police Academy Graduate of The University of Oklahoma.



Tom O'Donnell, Watch Commander



Atilla Aochqon has 3 years of patrol management experience with Orion. He also holds an extensive security and protection background. Before coming to work at Orion he worked with the US Military for a total of 12 years in Afghanistan. He treats all people with respect and dignity. Experience: Family Health International (FHI-360)/University of Massachusetts(Umass)/United States Agency for International Development(USAID)/ Afghanistan, Development Alternatives Incorporated(DAI/USAID). Education: Bachelor of Science, Engineering.

Atilla Aochqon, Patrol Manager

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Supervisory Staff Highlights

Team Leaders

Supervisor and Patrol Management



Meron Mekonen, Supervisor

Meron has been with Orion Security since 2015. He started his career with Orion as a patrol driver. He proved to be a reliable, dedicated individual, and has since been promoted to supervisor. Meron supervises and trains the patrol drivers. Works shifts when there is a call off, and assists in anyway he can to provide the best quality security to our clients.

Andrea started with Orion Security in 2010 as a part-time dispatcher working weekends. Andrea eventually moved to working full-time. Andrea quickly became adept at filling open shifts, call offs, and answering inbound calls. Besides focusing on every component of staffing, dispatch is the first point of contact at Orion and the person charged with monitoring TrackTik for incidents, or call for service request.



Andrea Camrago, Dispatch Manager



Fatema Faramarz, Field Supervisor

Fatema has been with Orion Security since 2020. She started with Orion as a flex officer/dispatcher. She consistently showed that she was willing to work any post, and with a smile. Fatema has been cross trained on all stationary accounts, covers shifts, trains, and supervises.

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Orion Security- Proprietary and confidential

June 29th, 2022

ORION SECURITY

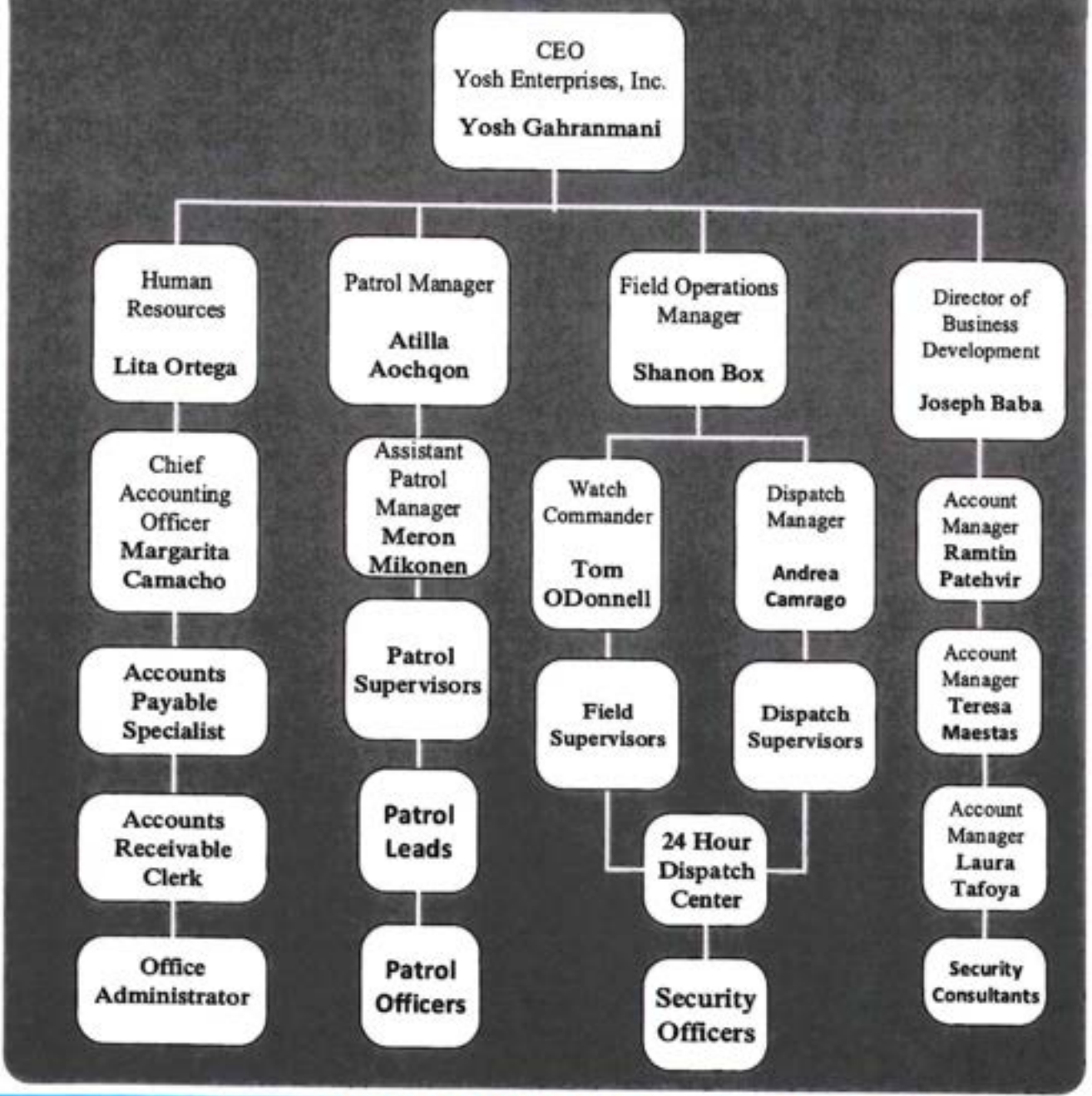
Upgrade to Dependability

Organizational Structure

ORGANIZATIONAL STRUCTURE

Forty years later, Yosh Gahranmani is still directly involved in the business

ORGANIZATIONAL STRUCTURE CHART



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Stationary

STATIONARY OFFICERS

Professionalism and Customer service are our highest priority.

Construction

Orion handles some of the largest and most high profile construction sites in Northern California. We currently provide security services to WebCor Builders on the new R&D office for Samsung, in downtown San Jose. Always safe; always professional.



Orion is currently securing Webcor Builders, who are constructing the new Samsung R & D building in downtown San Jose, CA.

Shopping Centers

Increased crime in shopping areas has lead to new tactics for Police and Security Officers. Vehicle break ins are at an all time high across the Bay Area. With state of the art accountability software, we keep our officers alert and moving. Along with vehicle patrols from our large mobile patrol service, we lock down our shopping centers from the would be criminals.



Check points that must be scanned, are placed at key locations throughout the parking lot. This ensures our officers are moving and keeping vehicles safe.

Schools

Professionalism and customer service are our top priorities whether we are dealing with children or the elderly. We are in the customer service industry and every officer is trained to understand this. It is also important that our officers are dressed to impress. Clean pressed uniforms with proper tailoring is standard for all of our officers.



Professionalism and respect is given to everyone, big or small.

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Parking Encorcement

PARKING ENFORCEMENT

Let our officers take some stress off.

You give us your parking policies, and we will enforce them for you ! This takes innumerable amounts of stress off of our clients shoulders. Instead of calling you, they call our 24 hour dispatch! Residents or employees, utilizing our parking services, may call dispatch to let us know that there is a car in their spot or a car parked illegally. We will dispatch the task to the officers phone, and they will respond once they arrive on site.



Orion Security officers will document, take pictures, and sign for the tows of any illegally parked vehicle.



Tracktik Parking Software is easy to use and will meet any of your parking enforcement needs. Security officers access the program through their smart phones. Officers can add parking violations, and see prior parking violations. Clients may request a toe or 'do not toe' by calling or emailing our 24 hour dispatch.





Clients are able to dictate procedures. We can issue a warning citation, or tow immediately, when a car is found breaking property policies. Orion officers will request and sign for a tow of any vehicle blocking fire lanes.

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Technology

TRACKTIK DASHBOARD

Easy to navigate dashboard application

TRACKTIK

Historically, it has been challenging to ensure accountability in the security industry. Those days are over! You will never again have to wonder if your property is getting it's patrol services. With TrackTik, dispatchers are able to monitor our officers in real time. If a patrol is missed or completed incorrectly, our dispatch center will be alerted immediately. New tasks can be given to our 24 hour dispatch at any time, and the officers will receive the task on their smartphone.



Officers use smart phones and tablets to document patrols and activity. Incidents are reported to the client as they happen, so detailed reports of an incident are available instantly.

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June 29th, 2022

ORION SECURITY

Upgrade to Dependability

TRACKTIK GUARD MANAGEMENT SOFTWARE

Real time guard tracking and paperless reporting available from any android device.

Technology

TRACKTIK



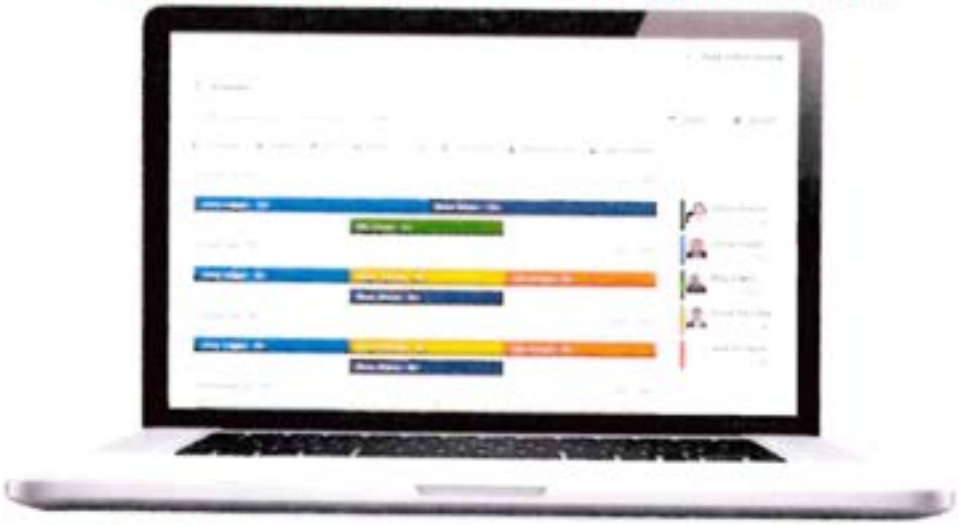
— *Officers are alerted to start a scheduled tour of the property.*



— *Once the tour is started, the officer can scan checkpoints by using the "NFC" (Near Field Communication) feature.*

The tour on the mobile device keeps track of which checkpoints are scanned and which checkpoints still need to be scanned.

TrackTik also keeps track of officer's attendance. If an officer arrives late or leaves early, we will know.





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Reports

TRACKTIK REPORTING

Incident Reports are populated in real time and are emailed instantly to the Clients Inbox.

We have to try and forget about the old ways of security reporting. Property managers don't want to read generic reports stating "all clear", they want to know where the problems are so they can be addressed.



Tracktik makes this possible. The powerful data capturing, and organization of TrackTik reporting, is matched by its easy to customize interface. The easy-to-use, drag-and-drop interface allows officers to build reports on a Smartphone. With your own Tracktik login, you are able to see what the guard sees from their phone.

"The interface on both the field device and PC is logical and simple to use, even for the technically challenged."

TrackTik reporting is built to facilitate your unique incident report needs. By requiring Officers to add real-time photos into their reports, you are guaranteed to see that the officer is performing.



No longer do our clients have to worry if their properties are being checked, and patrols being made. TrackTik reports allow the client to be in the loop on all things that happen during the Officers shift. Clients can use Tracktik interface to review reports in live time, or get the reports emailed to them directly.

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Dispatch

24-HOUR LIVE DISPATCH CENTER

Callers will always speak directly with an Orion Security employee

Dispatch is a crucial part of the team. State of the art equipment and software are required in order to manage all 300+ officers each night.



Most companies will claim to have a dispatch center but actually have one of two things; a paid answering service or an officer in the field with a cell phone. Orion has fully trained dispatchers on staff 24 hours per day. This ensures calls will be answered in a timely manner and always handled by an Orion employee.

When a call is answered, the dispatcher will gather the following information:

- Name of Property
- Name of Caller
- Address or Unit Number
- Details of Incident
- Contact Information
- Follow Up Requested

Dispatch oversees the entire operation 24 hours a day. All calls and incidents are streamlined through our dispatch center for record keeping and efficiency. Every officer in the field, is monitored in real time and given instructions from dispatch. Dispatch monitors the following:

- Officer Attendance
- Movement of Officers
- Incidents
- Video Surveillance
- Fire & Burglary Alarms
- Parking Violations





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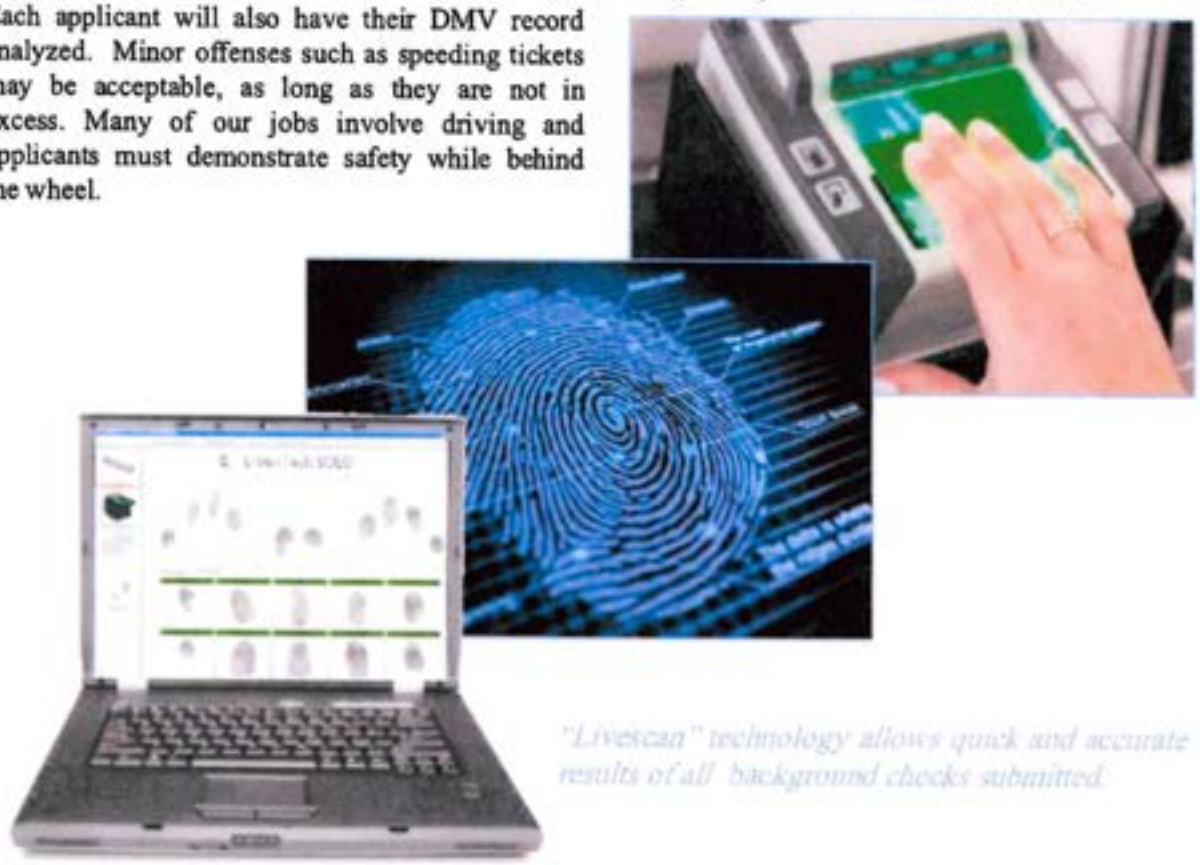
BACKGROUND CHECKS

All applicants are background checked via fingerprints sent to the U.S. Department of Justice and FBI.

Pre employment Screening

All applicants must pass a background check prior to employment. Potential employees have their fingerprints taken, which are then sent to the U.S. Department of Justice and the FBI. Applicants will not be considered for employment if the screening shows any felony or misdemeanor convictions.

Each applicant will also have their DMV record analyzed. Minor offenses such as speeding tickets may be acceptable, as long as they are not in excess. Many of our jobs involve driving and applicants must demonstrate safety while behind the wheel.



"Livescan" technology allows quick and accurate results of all background checks submitted.

Today's technology has made fingerprinting easy, clean, accurate and fast. It no longer requires messy ink used on the fingers. The fingerprints are now taken digitally by pressing down on the glass scanner of a "Livescan" machine. These scanning machines accept the swipe of a Drivers License, which will auto populate all the personal information into the program. The program requires that all 10 fingers are accurately logged into the system, before they can be submitted. As soon as the scan is complete, the fingerprints are instantly sent off to the federal agencies for processing.

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Pre Employment Screening

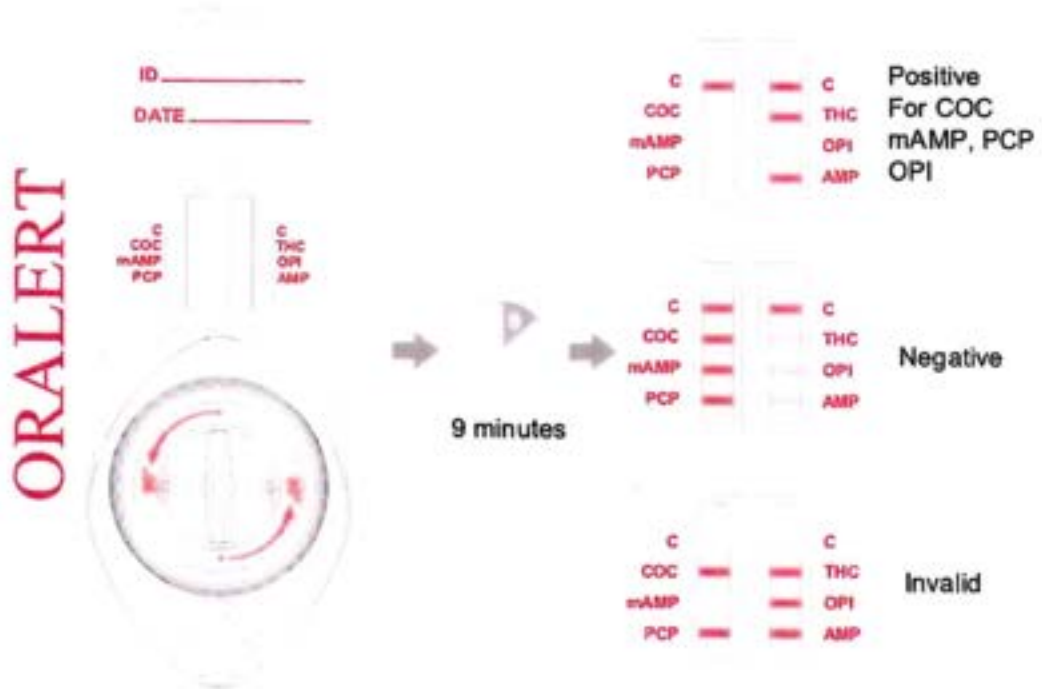
DRUG TESTING

Orion Security is a drug free workplace. All applicants are tested prior to employment, along with the random quality assurance mandated tests.

Drug testing has become cheap and easy to do onsite. There is no excuse for not checking an applicant for illegal substance use. Donors simply keep the sponge between the tongue and the cheek for 3 minutes. Within 9 minutes of placing the stick into the chamber, we know if the applicant uses illicit substances. If any illegal drugs are found in the test, the applicant will be denied employment.

Drug tests will be administered if there is an accident or reasonable cause. For quality assurance, random drugs tests may also be given.



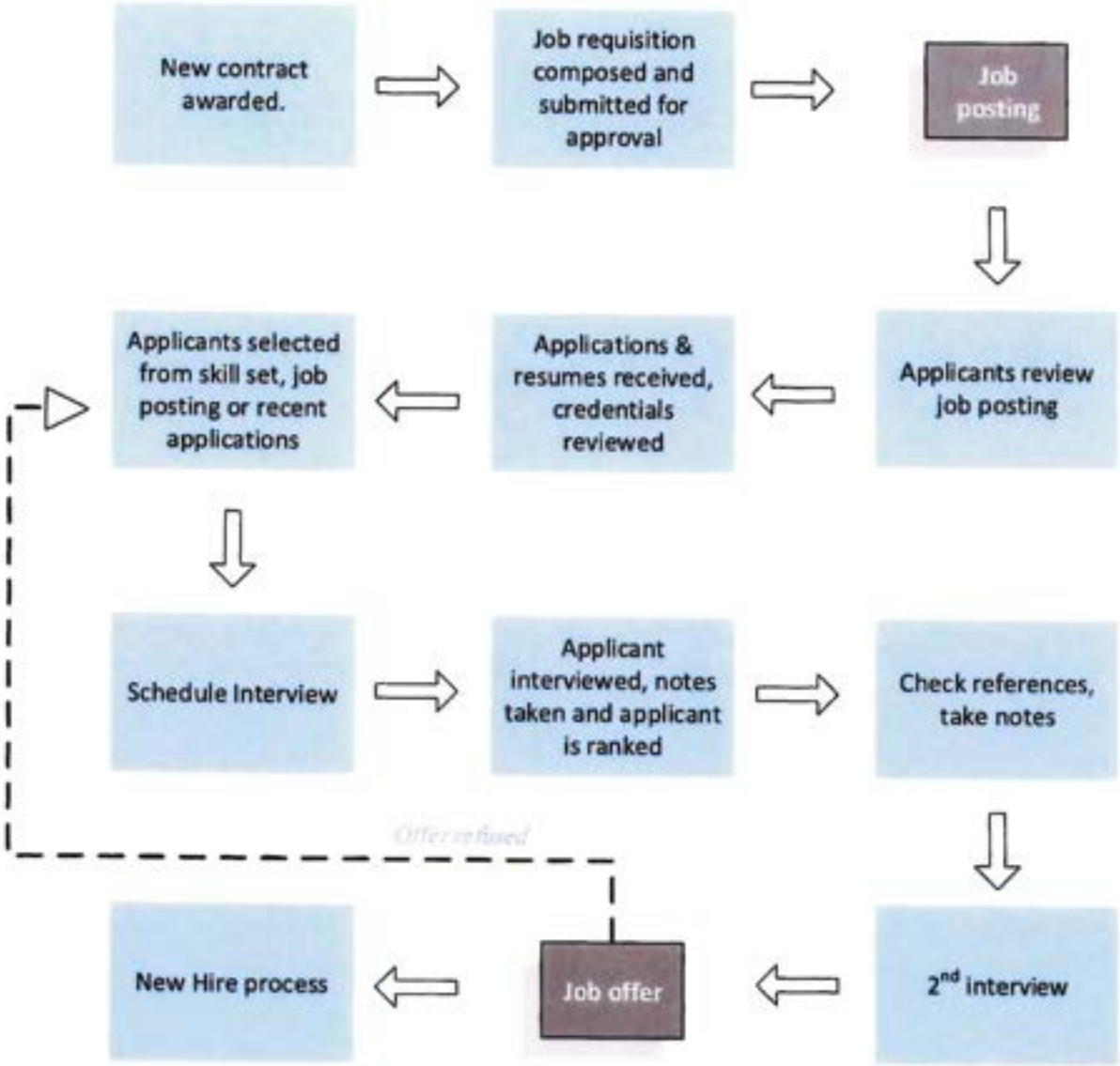


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Hiring Process

HIRING

Hiring the right person for the job, is one of our most important services



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ORIENTATION

Orientation sets the tone for all new hires. Employees are taught Orion's expectations.

Orientation and Training

The first thing Orion Security officers are taught, is that perception is everything. From the shoes all the way up to the hat, the officers must look professional at all times. Our officers in uniform should be alert while on duty, and professional at all times.

Orientation is where the new hires learn the fundamentals of security work. Whether the individual has a life long history in security or is brand new to the industry, everyone receives " Level 1" officer training. This program runs 4 hours long

Level 1 officer training includes the following

- Report Writing 101
- Incident Report Requirements
- Powers To Arrest
- Public Relations
- Observations & Details
- Effective Communication
- Liability 101
- Post Orders & Assignments
- Company Policies
- Officer Safety



Continuing education

Orion Security provides at least 4 hours of additional training to its employees annually. Annual training can include any of the following:

- CPR
- Fire Safety Course
- School Security Guard Training
- Evacuation Procedures
- Preserving the Incident Scene
- Weapons of Mass Destruction (WMD) & Terrorism Awareness
- Crowd Control



Ongoing training is a key element that most security companies do not provide. Keeping our officers educated helps provide a higher quality service for our clients and keeps the turnover ratio low. The cost is minimal considering the benefits for everyone.

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QUALITY ASSURANCE

Real time tracking combined with on site "post checks" is how we ensure quality.

Quality Control Measures

Accountability



With the TrackTik software Orion has implemented, we are now able to have a higher level of accountability. With real-time reporting, GPS monitoring, and live dashboard updates, Orion is able to ensure our officers are where they should be, when they should be. As mentioned before, officers are time stamped when the arrive on site and each report requires live photo's to ensure that the guard actually checked all sensitive areas/items. Our clients also get these reports instantly in email form no matter what time of day/night an incident occurs insuring complete accountability.

Post Checks

Unfortunately there are no programs that can check the appearance or attitude of an officer. This is why "post checks" must be completed by our supervisors. Often we rely on our patrol service to check on our officers in the field. Upon arrival our patrol officer will check the overall appearance of the officer. The supervisor will be looking for stains, rips, or poorly fitting clothing. Next the supervisor will ask the officer to explain his duties and show the status of the daily activity report (DAR). Before leaving, the patrol supervisor will ask to see the officer's guard card. This will ensure the officer guarding you property is licensed and fit for duty.

Undercover Post Checks

Post checking an officer who is unaware of the evaluation, is the best way to see what kind of quality service the client is receiving.

The most effective post check, is one where the officer does not know they are being evaluated. Orion conducts random undercover post checks on its employees. This is where a manager will pose as a trespasser or illegally parked citizen somewhere on the property. The goal is to simply apply pressure to an officer or situation and observe how it is handled. After the test is over, the officer will be advised of the experiment and then review their performance. Typically our officers pass with no problems, but sometimes simple corrections are needed.



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Community

COMMUNITY INVOLVEMENT

Orion Security has been serving the Bay Area since 1980

Orion Security does not just look at each bid as a business contract. For 36 years Orion has treated each client as a "Partner," and has made a point of involving themselves in their clients lives. At Orion, we are trusted with our clients physical safety, homes, places of work, and financial assets. It is only natural that a personal relationship forms. As part of the South Bay Area community, Orion does its part to demonstrate public responsibilities. With a shifting focus towards technology, the amount of paper usage is limited by automating all Officer Reporting. This transition away from paper documentation has made things more client friendly. Orion is working to become a "Green" company.



Orion Security goes beyond just protecting client's assets, they also attend community events, such as Neighborhood Watch meetings and or Night Outs.



An example of Orions community involvement was The Annual Resident Appreciation BBQ for Lakeview Apartments in Fremont. This is one example of community interaction by Orion. The picnic took place Sunday July 19th, 2016. Orion Security met with building residents and socialized. Orion also donated various gift cards and Starbucks cups. There was a band that played music and raffled prizes to winners.

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PPO

PRIVATE PATROL OPERATOR LICENSE (PPO)

Never do business with a security company that cannot provide a PPO for you.

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

Bureau of Security and Investigative Services
P.O. Box 989002
West Sacramento, CA 95798-9002
(916) 322-4000

PRIVATE PATROL OPERATOR

License No. PPO9495

Valid Until: 03/31/2023

Receipt No. 7771

ORION SECURITY
675 EAST GISH ROAD
SAN JOSE, CA 95112-2708

In accordance with the provisions of Division 3, Chapter 11.5 of the Business and Professions Code, the company named hereon is issued a Private Patrol Operator License Renewal.

---- NON-TRANSFERABLE ----- POST IN PUBLIC VIEW -----

WPPPO 10/2015

A Private Patrol Operator licencse (PPO), acts as a business license for anyone who owns a company in the private security sector and has a patrol service.

The following are the requirements for a PPO

- Be at least 18 years old
- Must have at least one year of paid experience totaling not less than 2,000 hours as a security officer
- Pass a written examination
- Undergo a criminal history review by the Department of Justice and the FBI

A PPO license needs to be renewed every 2 years and is non transferrable.

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June 29th, 2022

ORION SECURITY

Upgrade to Dependability

Sample Reports

DIGITALLY CREATED PDF REPORTS

Creating clear and professional reports



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Orion Security- Proprietary and confidential

June 29th, 2022

ORION SECURITY

Upgrade to Dependability

References

Here are some of the management companies we are currently contracted with.

RENAULT & HANDLEY

SAND HILL PROPERTY COMPANY

DKD Associates, Inc.

Santa Clara County Office of Education

WEST COAST

CUSHMAN & WAKEFIELD

PACTRUST
Pacific Realty Associates, L.P.

CBRE
Property Management

FIRST COMMERCIAL
REAL ESTATE

COMPASS

FPI MANAGEMENT

BAY AREA
PROPERTY SERVICES

WOODMONT

MARCH
DEVELOPMENT COMPANY

THE JOHN STEWART COMPANY

CHARITIES HOUSING

MBHM



ORCHARD
COMMERCIAL

DAVIS

WOODSTOCK
DEVELOPMENT

COMMON INTEREST

BORELLI

STOER
CONSTRUCTION

MVLA
HIGH SCHOOL DISTRICT

CMHC SCHL

PROPERTY PRO

Newmark
Knight Frank

ALHOUSE
DEATON

GREYSTAR
Redefining Excellence in Apartment Living

FABS Group Inc.

MNM
PROPERTY MANAGEMENT

KT
MANAGEMENT



JLL

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ACORD

YOSHENT-01 SBORRELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/6/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services Inc. 548 W Cromwell Avenue Suite 101 Fresno, CA 93711	CONTACT NAME: Lisa Glynn PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: lisa.glynn@hubinternational.com
INSURED Yosh Enterprises is DBA Orion Security, Paramount Investigations 675 E. Gish Rd San Jose, CA 95112	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Insurance Company — 18058 INSURER B : Hartford Underwriters Insurance Company — 30104 INSURER C : Hiscox Insurance Company — 10200 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		PHPK2400044	4/6/2022	4/6/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2400044	4/6/2022	4/6/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 10,000			PHUB810003	4/6/2022	4/6/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	16WEQY5B8G	11/6/2021	11/6/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Crime			UC24448935.22	4/6/2022	4/6/2023	Employee Dishonesty	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder/ Additional Insured: City, its officers, officials, directors, employees and volunteers
Endorsements attached: PI-GLD-SG-1013, PI-SG-010-0209, WC04036

CERTIFICATE HOLDER

City of Newark
Attn: Risk Manager
37101 Newark Boulevard
Newark, CA 94560

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT: SECURITY SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for these extensions are provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented to You	$1,000,000	2
Watercraft	Used in Security Services only	2
Medical Payments	$20,000	2
Medical Payments – Extended Reporting Period	3 years	2
Supplementary Payments – Bail Bonds	$2,500	3
Supplementary Payments – Loss of Earnings	$500 per day	3
Employee Indemnification Defense Coverage for Employees	$15,000	3
Additional Insured – Broadened Named Insured	Included	3
Additional Insured – Managers and Supervisors	Included	3
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	3
Additional Insured – Lessors of Leased Equipment – Automatic Status When Required in Lease Agreement With You	Included	4
Additional Insured – Grantors of Permits	Included	4
Additional Insured – Blanket Additional Insureds by Contract	Included	4
Limited Rental Lease Agreement Contractual Liability	$50,000	5
Transfer of Rights of Recovery Against Others To Us	Clarification	5
Duties in the Event of Occurrence, Offense, Claim or Suit	Included	5
Unintentional Failure to Disclose Hazards	Included	6
Liberalization	Included	6
Bodily Injury – Mental Anguish	Included	6
Assault and Battery Coverage with Extended Property Damage	Included	6
Errors and Omissions Coverage	Included	7
Incidental Medical Malpractice	Included	9

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A. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word fire is changed to fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in:

   a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions;**

   b. **SECTION III – LIMITS OF INSURANCE**, Paragraph **6.**; and

   c. **SECTION V – DEFINITIONS**, Paragraph **9.a.**

2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words fire insurance are changed to insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**.

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

   a. $1,000,000; or

   b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

   This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

B. Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions,** Paragraph **g. Aircraft, Auto Or Watercraft** does not apply to security services performed on or about watercraft.

C. Medical Payments – Limit Increased, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III – LIMITS OF INSURANCE** to the greater of:

   a. $20,000; or

   b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. Under **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection **1. Insuring Agreement**, Paragraph a., Item (b) is amended to read:

   provided that:

   (b) The expenses are incurred and reported to us within three years of the date of the accident; and

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D. Supplementary Payments

In the **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** provision, Items **1.b.** and **1.d.** are amended as follows:

1. The limit for the cost of bail bonds is changed from $250 to $2,500; and

2. The limit for loss of earnings is changed from $250 a day to $500 a day.

E. Employee Indemnification Defense Coverage

In the **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** provision, the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is $15,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

F. Who is an Insured

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph **3.a.** is changed to read:

   a. Coverage under this provision is afforded until the end of the policy period;

2. Each of the following is also an insured:

   a. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

   b. **Managers and Supervisors** – If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors.

   c. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

      This insurance does not apply to:

      (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

      (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

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d. **Lessors of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

e. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

f. **Blanket Additional Insureds by Contract** – Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

(2) "Bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

G. Limited Rental Lease Agreement Contractual Liability

The following is added to **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability**:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to $50,000.

This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

H. Transfer of Rights of Recovery Against Others To Us

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABLITY CONDITIONS**, Paragraph **8. Transfer of Rights of Recovery Against Others To Us**:

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

I. Duties in the Event of Occurrence, Offense, Claim or Suit

1. When you report an "occurrence" (coverage for which is provided by this policy) to your compensation insurance carrier, and this "occurrence" later develops into a liability claim, failure to report such "occurrence" to us at the time of such "occurrence" shall not be deemed in violation of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit**.

   This is upon the distinct understanding and agreement however, that you, the insured, as soon as made aware that this particular "occurrence" is a liability case, rather than a compensation case shall give us notification immediately.

2. The requirement in Condition **2.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:

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a. You, if you are an individual;

b. A partner, if you are a partnership; or

c. An "executive officer" or insurance manager, if you are a corporation.

3. The requirement in Condition **2.b.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

a. You, if you are an individual;

b. A partner, if you are a partnership; or

c. An "executive officer" or insurance manager, if you are a corporation.

J. Unintentional Failure To Disclose Hazards

It is agreed that, based on our reliance upon your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

K. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

L. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph **3.** is changed to read:

"Bodily injury":

a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and

b. Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.

M. Assault and Battery with Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to:

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(1) "Bodily injury" or "property damage" resulting from the use of physical force to protect persons or property; or

(2) Allegations of vicarious liability on the part of a Named Insured arising solely from the acts of your "employees." However, acts of your "employees" shall not include theft.

N. Errors and Omissions Coverage

1. **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended by adding the following:

   ERRORS AND OMISSIONS

   This insurance applies to negligent acts, errors or omissions committed by you relating to your services described in the Declarations.

2. **SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** is amended by adding the following:

   ERRORS AND OMISSIONS

   The insurance that applies to "personal injury" includes negligent acts, errors or omissions committed by you relating to your services described in the Declarations.

3. **SECTION I – COVERAGES** is amended by adding the following:

   COVERAGE D – ERRORS AND OMISSIONS LIABILITY

   a. Insuring Agreement

   (1) We will pay those sums that the insured becomes legally obligated to pay as damages because of errors or omissions committed by you relating to your services described in the Declarations. However, we will have no duty to defend the insured against any "suit" seeking damages for errors or omissions committed by the insured to which the insurance does not apply. We will have the right and duty to defend any "suit" seeking those damages. We may, at our discretion, investigate any claim or "suit" that may result. But:

   (a) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and

   (b) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A**, **B**, or **D**, or medical expenses under Coverage **C**.

   No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B, AND D.**

   (2) This insurance applies only if the error or omission occurs during the policy period.

   b. Exclusions

   This insurance does not apply to:

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(1) "Bodily injury" or "property damage";

(2) "Personal and advertising injury";

(3) Intentional injury, nor injury arising out of willful violation of a penal statute or ordinance, committed by or with the knowledge or consent of the insured;

(4) Any claim seeking relief or redress in any form other than monetary damages;

(5) Any claim arising out of any insured's activities, or as a fiduciary, under the Employment Retirement Income Security Act of 1974, any amendments or any regulation or order issued thereto;

(6) Any claim arising from warranties or guarantees made by any insured;

(7) Liability assumed by the insured under any contract or agreement. This exclusion does not apply to liability for damages:

(a) That the insured would have in the absence of the contract or agreement; or

(b) Assumed in a contract or agreement that is an insured contract;

(8) Liability arising from any fraudulent, dishonest, or criminal act of any insured;

(9) Liability arising from a claim made by a parent or subsidiary organization of the insured or another subsidiary organization of such parent or other subsidiary, nor any officer, director or "employee" of any of the above; and

(10) Any claim alleging, arising out of, resulting from, based upon or in consequence of, directly or indirectly, any employment practices or any discrimination against any person or entity on any basis; additionally, any actual or alleged violation of the Fair Labor Standards Act or any similar law or regulation applicable to the payment of wages or overtime.

(11) Liability arising directly or indirectly out of any action, error or omission that violates or is alleged to violate:

(a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(c) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(d) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

c. **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to read **SUPPLEMENTARY PAYMENTS – COVERAGES A, B, AND D**

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d. SECTION III – LIMITS OF INSURANCE is amended as follows:

(1) Item **2.** is replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C**;

b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

c. Damages under Coverage **B**; and

d. Damages under Coverage **D**.

(2) Item **5.** is replaced by the following:

5. Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A**; and

b. Medical expenses under Coverage **C**,

because of all "bodily injury" and "property damage" arising out of any one "occurrence"; and

c. Damages under Coverage **D**.

e. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph **4. Other Insurance** is amended as follows:

(1) The first paragraph is replaced by the following:

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A**, **B**, or **D** of this Coverage Part, our obligations are limited as follows:

(2) Paragraph **b. Excess Insurance**, Item **(2)** is replaced by the following:

When this insurance is excess, we will have no duty under Coverages **A**, **B**, or **D** to defend the insured against any claim or "suit" if any other insurer has a duty to defend the insured against that claim or "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

O. Incidental Medical Malpractice

We will pay for injury arising out of the rendering of or failure to render the following treatment or services by an "employee" for an accident occurring during the policy period:

1. First aid treatment including cardiopulmonary resuscitation (CPR); and

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2. Medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection therewith; and the furnishing or dispensing of drugs, or medical, dental, or surgical supplies or appliances.

However, this coverage does not apply to any insured or to any entity engaged in the business or occupation of providing the services or treatments described in **1.** and **2.** above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Client(s)	Type of Service
Where required by written contract	Any/All Services
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Item **4. Other Insurance b. Excess Insurance** is deleted as respects:

1. Any contract for security or investigative operations; or
2. Operations from the type of service listed for the client shown in the endorsement **SCHEDULE**.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 16 WE QY5B8G **Endorsement Number:**
Effective Date: 11/06/21 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: YOSH ENTERPRISES INC
675 E GISH RD
SAN JOSE CA 95112

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	Job Description
Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us	

Countersigned by _____
Authorized Representative

Form WC 04 03 06 (1) Printed in U.S.A.
Process Date: 10/27/21

Policy Expiration Date: 11/06/22

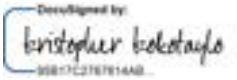
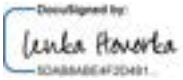
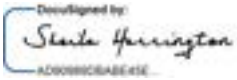
DocuSign

Certificate Of Completion

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Status: Completed
Subject: Complete with Docusign: C22041_Orion_Third_Amendment-1.pdf
Source Envelope:
Document Pages: 66
Signatures: 4
Envelope Originator:
Certificate Pages: 5
Initials: 0
Beatriz Perez
AutoNav: Enabled
37101 Newark Boulevard
EnvelopeId Stamping: Enabled
Newark, CA 94560
Time Zone: (UTC-08:00) Pacific Time (US & Canada)
betty.perez@newark.org
IP Address: 76.137.219.233

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6/19/2024 3:35:29 PM
Holder: Beatriz Perez
betty.perez@newark.org
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Signer Events	Signature	Timestamp
Joseph Baba joseph@orionsecurity.com President Yosh Enterprises Inc Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.223.130.158	Sent: 6/19/2024 3:53:18 PM Viewed: 6/19/2024 4:42:31 PM Signed: 6/19/2024 4:43:01 PM
Electronic Record and Signature Disclosure: Accepted: 6/19/2024 4:42:31 PM ID: edc25009-01f8-48bb-ab8f-4fdff085178e		
Kristopher Kokotaylo kristopher.kokotaylo@redwoodpubliclaw.com City Attorney Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 104.2.25.218	Sent: 6/19/2024 4:43:04 PM Viewed: 6/19/2024 7:19:40 PM Signed: 6/19/2024 7:20:03 PM
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Lenka Hovorka lenka.hovorka@newark.org Acting City Manager Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 206.128.122.185	Sent: 6/19/2024 7:20:05 PM Viewed: 6/20/2024 6:59:34 AM Signed: 6/20/2024 6:59:44 AM
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Sheila Harrington sheila.harrington@newark.org City Clerk City of Newark Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 206.128.122.185	Sent: 6/20/2024 6:59:47 AM Viewed: 6/20/2024 9:28:33 AM Signed: 6/20/2024 9:28:45 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Beatriz Perez betty.perez@newark.org HR Technician City of Newark Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 6/20/2024 9:28:47 AM Resent: 6/20/2024 9:28:50 AM Viewed: 6/25/2024 2:12:11 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	6/20/2024 9:28:33 AM
Signing Complete	Security Checked	6/20/2024 9:28:45 AM
Completed	Security Checked	6/20/2024 9:28:47 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Newark (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Newark:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: sheila.harrington@newark.org

To advise City of Newark of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sheila.harrington@newark.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Newark

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sheila.harrington@newark.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Newark

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to sheila.harrington@newark.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Newark as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Newark during the course of your relationship with City of Newark.

STAFF REPORT
Item D. 5.

DATE	10/24/2024
TO	Honorable Mayor and City Council Members
FROM	Howard Young, Public Works Director
SUBJECT	Adopt a resolution authorizing the City Manager to execute Task Order No. 3 with Consor North America, Inc. for additional design services for the Central Avenue Overpass, Project 1014 and approving an amendment to the biennial budget and capital improvement plan

SUMMARY AND RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute Task Order No. 3 with Consor North America, Inc. in the additional amount of $1,673,205 for additional design services for the Central Avenue Overpass, Project 1014 and approving an amendment to the biennial budget and capital improvement plan.

A Task Order in the amount of $1,673,205 is required to expand the scope of services for the City's design consultant, Consor North America, Inc., for the Central Avenue Overpass, Project 1014. Funding for this project is provided by the Alameda County Transportation Commission (ACTC) through Measure B and Measure BB as part of ACTC's investment in the Dumbarton Corridor Area Transportation Improvements program, as well as through Cost Sharing Agreements with Alameda County Water District (ACWD) and Union Sanitation District (USD). To allow for a more efficient and economical design and construction effort, Consor design services include water and sewer utility relocation. Staff and the respective utility districts, ACWD and USD, desire to combine their utility improvements into a single project (Joint Project). The Joint Project will include professional engineering design services, construction, inspection, testing acceptance, and warranties related to City, ACWD and USD improvements within the Central Avenue Overpass project limits.

BACKGROUND

The City previously entered into a City Council authorized Contractual Services Agreement (Agreement) with Consor North America, Inc. (Consor) for the design of the Central Avenue Overpass, Project 1014 on December 10, 2015. The design phase of the project is funded through a Project Specific Funding Agreement with ACTC. As the design phase nears completion, the City identified additional services necessary before advancing to the construction phase of the project. The additional services include

ongoing extended utility coordination, right of way and easement appraisals, environmental assessment and public art coordination. A Task Order is needed per the terms of the existing Contractual Services Agreement to authorize an increase in the scope of services to be provided by Consor.

Design services being provided by Consor for the Central Avenue Overpass project include water and sewer utility relocation as a more efficient and economical effort for the City, ACWD and USD. ACWD proposes to relocate approximately 3,800 linear feet of waterline and USD proposes to relocate approximately 1,650 linear feet of sewer pipeline as part of the Central Avenue Overpass project. Cost Sharing Agreements with ACWD and USD are necessary to incorporate their respective utility improvements as part of the Joint Project. The Cost Sharing Agreements are included for reference. The Joint Project will include professional engineering design services, construction, inspection, testing acceptance, and warranties related to City, ACWD and USD within the Central Avenue Overpass project limits. At this time, the Cost Sharing Agreement with ACWD includes design services only. Staff anticipates ACWD will include construction phase in a subsequent amendment to the Cost Sharing Agreement. The proposed scope of work for Task Order No. 3 with Consor, which is attached to this report, includes the additional design costs for ACWD and USD as it relates to redesign and relocation of their respective improvements.

DISCUSSION/ANALYSIS

Consor began the Central Avenue Overpass Project preliminary design services in 2016. The original design scope of services Agreement includes the following tasks:

Project management and coordination with City, utility agencies and Union Pacific Railroad (UPRR)

- Perform public outreach
- Prepare engineering studies and activities
- Collect and review existing data and field information
- Perform surveys and mapping
- Prepare preliminary traffic management plan
- Perform hydraulic analysis and stormwater management plan
- Perform geotechnical studies
- Provide hazardous materials report
- Prepare draft and final design report
- Prepare final design plans
- UPRR final design coordination
- Design support during construction

The City previously authorized additional design services per two Task Orders in March 2019 and December 2021 under the Agreement to include ACWD and USD utility design services as part of the Central Avenue Overpass project and include the following additional tasks:

- Extend project management and coordination with City, utility agencies and UPRR
- Perform survey and mapping
- Perform environmental investigations and reports
- Perform roadway alternatives analysis and bridge structure options

- Traffic signal plans with detour routes
- Sidewalk and bike lane extensions
- Right of way services for property and easement acquisitions

The Joint Project design efforts continue with ongoing utility coordination and completing final design plans. Coordination efforts with PG&E, AT&T and other communication companies have taken longer than anticipated due to space limitations of the existing project site. As the Joint Project design nears completion in 2025, the following additional tasks have been identified as necessary in order to progress to the construction phase:

- Extend project management and coordination with City, utility agencies and UPRR
- Expand right of way services for property and easement acquisitions
- Prepare utility joint trench plans
- Incorporate public art design with the Joint Project
- Extend design services for ACWD waterline and USD sewer pipeline

Staff has reached agreement terms with ACWD and USD to incorporate relocation of their respective facilities necessary for the construction of the overpass. ACWD and USD will reimburse the City for their costs associated with the design and construction of the relocation of their respective facilities. Staff along with ACWD and USD has developed draft Cost Sharing Agreements to establish the scope of work, cost sharing and obligations of each party. At this time, ACWD will enter into a Cost Sharing Agreement for waterline design services only and a future amendment to the agreement will be necessary to incorporate the construction costs.

FISCAL IMPACT

The City of Newark entered into a Contractual Services Agreement with Consor North America, Inc. formerly Quincy Engineering, Inc. (Contract No. C15044), to provide design services for the Central Avenue Overpass Project (Project 1014). Through Task Order No. 1, the "Not-to-Exceed" (NTE) amount was increased to $2,754,000. Task Order No. 2 further increased this amount by $734,000, bringing the total NTE to $3,488,000.

Staff recommends that the City Council authorize the City Manager to execute Task Order No. 3, in a form approved by the City Attorney, with Consor North America, Inc. for additional design services related to Project 1014. Approval of Task Order No. 3 would increase the NTE amount by $1,673,205, bringing the total NTE to $5,161,205. This amount includes cost proposal of $246,599 for the ACWD relocation design coordination and $138,303 for the USD relocation design coordination. The City will enter into cost-sharing agreements with ACWD and USD to ensure reimbursement for the associated design and construction costs.

To accommodate this increase, a budget adjustment of $1,288,303 is required from the Measure B - 1986 ACTIA Fund (Fund 280), along with an appropriation of $384,902 from the Capital Improvement Fund (Fund 610). Of the $384,902, approximately $246,599 will be reimbursed by ACWD and $138,303 by USD to the Capital Improvement Fund, bringing the total budget adjustment for both Fund 280 and Fund 610 to $1,673,205. Any unused appropriations will be carried over.

Additionally, under the Project Funding Agreement with the Alameda County Transportation Commission (Agreement No. A23-0077), Alameda CTC has obligated a total of $5,758,000 to fund the final design (Plans, Specifications, and Estimates -- "PS&E") and right-of-way (ROW) phases of the Central Avenue Overpass Project. This project is part of the larger Dumbarton Corridor Improvements, funded by Measure B.

Submission for reimbursements to Alameda CTC is pending the execution of the Project Funding Agreement No. A23-0077. Eligible project costs will be reimbursed based on the agreed Reimbursement Ratio Percentage for each phase. The City is currently eligible for up to $4,000,000 in reimbursements, with an additional $1,758,000 expected to be reimbursed before the expenditure deadline, which coincides with the agreement expiration date of December 31, 2025. This brings the total obligated funds for the project to $5,758,000.

Eligible project costs will be reimbursed based on the following reimbursement ratio percentages:
Final Design (PS&E): 97% reimbursement
Right-of-Way (ROW): 100% reimbursement

REVIEW AND APPROVAL

Prepared by - Steven Yee, Contract Project Manager
Prepared by - Nada Gottiparthy, Acting City Engineer
Reviewed by - Howard Young, Public Works Director
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Consor Task Order 3 Resolution

Scope of Work for Consor Task Order No. 3

Proposed Cost Sharing Agreement with Alameda County Water District (ACWD)

Proposed Cost Sharing Agreement with Union Sanitary District (USD)

Quincy Contract

Task Order No. 1

Task Order No. 2

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE TASK ORDER NO. 3 WITH CONSOR NORTH AMERICA, INC. FOR ADDITIONAL DESIGN SERVICES FOR THE CENTRAL AVENUE OVERPASS, PROJECT 1014 AND APPROVING AN AMENDMENT TO THE BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN

WHEREAS, on December 10, 2015, the City of Newark entered into a Contractual Services Agreement with Quincy Engineering, Inc. (Contract No C15044) for the design of the Central Avenue Overpass, Project 1014 for a not-to-exceed amount of $1,894,000; and

WHEREAS, on March 14, 2019, the City approved Task Order No. 1 with Quincy Engineering, Inc. for additional design services for the Central Avenue Overpass, Project 1014 in the amount of $860,000 for a toral not-to-exceed amount of $2,754,000; and

WHEREAS, on December 9, 2021, the City approved Task Order No. 2 with Quincy Engineering, Inc. for additional design services that included Alameda County Water District and Union Sanitation District pipeline relocation as part of the Central Avenue Overpass, Project 1014 in the amount of $734,000 for a toral not-to-exceed amount of $3,488,000; and

WHEREAS, the preliminary phases of this Project are funded through the Alameda County Transportation Commission through a Project Funding Agreement (Project No. 1211.001); and

WHEREAS, on July 7, 2023, the First Amendment to the Contract Services Agreement with Quincy Engineering, Inc. consented to the modification of the Service Agreement to reflect that Consor has assumed Quincy's rights and obligations under the Service Agreement and any and all references to Quincy Engineering in the Service Agreement are herby amended to Consor North America, Inc.; and

WHEREAS, Task Order No. 3 is needed in the amount of $1,673,205 for additional design, utility and right of way services as well as additional design services for Alameda County Water District and Union Sanitation District pipeline relocation as part of the Central Avenue Overpass, Project 1014 for a total not-to-exceed amount of $5,161,205; and

WHEREAS, to accommodate the budget adjustment, $1,288,303 will be appropriated from the Measure B - 1986 ACTIA Fund (Fund 280), and $384,902 from the Capital Improvement Fund (Fund 610), with ACWD and USD reimbursing the Capital Improvement Fund $246,599 and $138,303 respectively pursuant to cost sharing agreements with the City.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby authorizes the City Manager to execute Task Order No. 3 in the amount not to exceed $1,673,205 with Consor North America, Inc., in a form approved by the City Attorney, for additional design services for the Central Avenue Overpass, Project 1014.

BE IT FURTHER RESOLVED that the City Council hereby approves an amendment of the 2024-2026 Biennial Budget and Capital Improvement Plan as follows:

TO: 280.90.091.910.6221.CIP001014	Central Ave Overpass Project Development - Phase I	$1,288,303
FR: 280.3000	Unappropriated Fund Balance	$1,288,303
TO: 610. 90.091.910.6221.CIP001014	Central Ave Overpass Project Development - Phase I	$384,902
FR: 610.3000	Unappropriated Fund Balance	$384,902

September 25, 2024

Steven Yee, P.E.
City of Newark
37101 Newark Boulevard
Newark, CA 94560

Re: Central Avenue Overpass – Amendment 3 Request

Dear Steve:

Thank you for the opportunity to submit this amendment request to cover additional scope of work items, including grading and tree removal PS&E, aesthetic treatment design incorporation, additional hazardous materials testing, extended utility coordination, additional support for wet utility designs and coordination, design of ACWD and USD pipeline relocations, and additional right of way services. Escalation of our currently contracted final design and construction services budgets is also included in this request.

The cost to complete the additional scope of work items as outlined in the attached amendment request is $1,673,205, which includes the $246,599 for the ACWD relocation design coordination and $138,303 for the USD relocation design coordination. In the interest of keeping the project progressing, many of these additional scope of work items are already in progress. Granting this amendment will replenish funds for completing in-scope and the remainder of these additional scope items. Note that recent changes to PG&E's design will impact our final design for USD's sewer line relocation and may require additional funds to complete.

Again, thank you for this opportunity and please let us know if there is anything regarding this Amendment Scope and Budget you would like to discuss.

Sincerely,
Consor North America, Inc.



Michele Johnson, P.E.
Project Manager

Project Number: 16-N131.00 Project Name: Amendment Request - Wet Utilities, Property Owner Coord, Right of Way, Survey Staking - NEWARK SHARE

No.	Task No.	TASKS	Senior Eng.	Senior Eng.	Senior Eng.	Senior Project Manager	Senior Project Manager	Professional Eng. VII	Eng. Designer VI	Eng. Designer VI	Assistant Engineer	Eng. Designer II	Technician II	Technician II	Technician II	Cost Estimator III	PM Asst	Senior Project Manager	Senior Project Manager	Senior Engineer	Consor Total Hours	Consor Total Net Labor Fees	Consor Total Labor Dollars incl Escalation	ARWS	BASELINE	PARKH	PGA	RJA	TJKM	WRECOHDR	V&A	Glacalone	Railroad Consultant	Subconsultant Subtotal
		Initial Hourly Rate	GY $290	MJ $290	BA $290	LS $276	JT $276	GP $222	DA $204	RB $204	MD $165	KMc $171	PK $135	DC $144	EJ $144	BG $290	DA $133	MH $309	BO $276	KG $290		Direct Labor	Escalation Multiplier											
																							3.5%											
AMENDMENT 3 - Additional PM Coordination, Potholing, CP Design and Geotechnical Report - NEWARK SHARE																																		
A Project Management																																		
A.1	**1.1**	Project Management Services		200		16											20				236	$65,076	$67,354											$0
A.2	**2.6**	Extended Utility Agency Coordination		180	360						340										880	$212,700	$220,145											$0
A.3	**1.4**	Additional Property Owner Coordination		30		12		8	8		20										78	$18,720	$19,375											$0
A.4	**2.8**	Additional Hazardous Material Investigation		4																	4	$1,160	$1,201		$25,884.50									$25,885
																							$0											
C Incorporation of Aesthetics Into Design																																		
C.1	**1.3**	Meetings and Coordination with the Artist	14	6																	20	$5,800	$6,003						$4,200.00					$4,200
C.2	**5.3**	Update PS&E to Include Aesthetic Treatments	60	20							12		40								132	$30,580	$31,650				$54,275.00		$12,000.00					$66,275
D Additonal Construction Support																																		0
D.1	**2.3**	Preconstruction Fiberoptic Survey Staking		2							24										26	$4,540	$4,699					$15,000.00						$15,000
D.2	**5.3**	Constructability Review Coordination	40	40							40										120	$29,800	$30,843											$0
																					0	$0	$0											$0
E Right of Way Support																																		
E.1	**5.9**	Appraisal, Negotiation and Acquisition Services																			0	$0	$0	$181,250.00											$181,250
																					0	$0	$0											$0
F JOINT TRENCH DESIGN																																		
F.1	**2.6**	Joint Trench Intents & Composites		8	40						60										108	$23,820	$24,654									$84,000.00		$84,000
F.2	**2.6**	Johnt Trench Special Provisions		20	20															40	80	$23,200	$24,012											
G. DESIGN REVISIONS																																		
G.1	**5.3**	Design Revisions Due to Property Owner Designs		60							140										200	$40,500	$41,918							$25,000.00				$25,000
G.2	**5.3**	Design Revisions for AC Transit Bus Stops		20							80										100	$19,000	$19,665											
H. ESCALATION OF APPROVED BUDGETS ON TASKS TO BE COMPLETED																																		
	5.3	90% PSE																					$73,402											
	5.4	Meet w/City to Present 90% PSE																					$2,320											
	5.5	100% PSE																					$35,354											
	5.6	UPRR Final Design Coordination																					$26,318											
	5.7	Final Contract Documents																					$10,897											
	5.8	Bidding and Award Services																					$10,535											
	6.1	DSDC - Project Management																					$1,697											
	6.2	DSDC - Meetings																					$566											
	6.3	DSDC - Construction Support (RFI and CCO)																					$16,285											
	6.4	DSDC - Submittals and Shop Drawings																					$7,526											
	6.5	DSDC - Field Visits																					$2,208											
	6.6	DSDC - Record Drawings As-Builts																					$2,961											
I. GRADING AND TREE REMOVAL PS&E																																		
	5.13	Grading and Tree Removal PS&E		40							120									40	200	$43,000	$44,505											
J. UPRR COORDINATION - TRANSITION TO NEW CONSULTANT - ALLOWANCE																																		
	5.6	UPRR Final Design Coordination		8																	8	$2,320	$2,401										$20,000	$20,000
		Subtotal- Hours & Labor Costs	**114**	**638**	**420**	**28**	**0**	**8**	**8**	**0**	**836**	**0**	**40**	**0**	**0**	**0**	**20**	**0**	**0**	**80**	**2192**	**$520,216**	**$728,494.61**											$0.00
		Other Direct Costs																					**$0.00**											$0.00
		Fee																					**$23,188.52**											$0.00
		Contingency (10%)																					**$72,849.46**											**$42,160.95**
		Total Cost	$33,060	$185,020	$121,800	$7,728	$0	$1,776	$1,632	$0	$137,940	$0	$5,400	$0	$0	$0	$2,660	$0	$0	$23,200	**$520,216**	**$520,216**	**$824,532.59**	**$181,250.00**	**$25,884.50**	**$0.00**	**$54,275.00**	**$15,000.00**	**$16,200.00**	**$25,000.00**	**$0.00**	**$84,000.00**	**$20,000.00**	**$463,770.45**

$ 1,288,303

Cost Proposal

Amendment Request - Wet Utilities, Property Owner Coord, Right of Way, Survey Staking - NEWARK SHARE

				Date:	9/25/2024	
	Consor NA					
	Direct Labor:					$520,216.00
	Escalation for Multi-Year Project (3.5%):					$18,207.56
	Escalation (Task H)					$190,071.05
	10% Contingency					$72,849.46
A.	Labor Subtotal					**$801,344.07**
	Subconsultant Costs:					
	ARWS					$181,250.00
	BASELINE					$25,884.50
	PARIKH					$0.00
	PGA					$54,275.00
	RJA					$15,000.00
	TJKM					$16,200.00
	WRECO/HDR					$25,000.00
	V&A					$0.00
	Giacalone					$84,000.00
	Railroad Consultant					$20,000.00
	10% Contingency					$42,160.95
B.	Subconsultant Subtotal					**$463,770.45**
	Other Direct Costs:					
	Travel		miles @	$0.670		$0.00
	Pier Diem/ Hotel		days @	$150.00		$0.00
	Delivery		@	$20.00		$0.00
	Vendor Reproduction					
	Vellum		@		$0.00	
	81/2 X 11 Reproduction		@		$0.00	
	11 X 17 Reproduction		@		$0.00	
	Vendor Reproduction					
	Vellum		@		$0.00	
	81/2 X 11 Reproduction		@		$0.00	
	11 X 17 Reproduction		@		$0.00	
	Mounting Boards for Presentations		@		$0.00	
	Newsletters (Translation and printing)		@		$0.00	
	Subtotal Vendor Reproduction					$0.00
	Title Report		@			$0.00
	Miscellaneous					$0.00
C.	Other Direct Cost Subtotal:					**$0.00**
	Labor Subtotal A. =					$801,344.07
	Subconsultant Subtotal B. =					$463,770.45
	Subconsultant Fee (5.0%):					$23,188.52
	Other Direct Cost Subtotal: C. =		Grading and Treee Rei			$0.00
	ODC Fee (5.0%):					$0.00
	TOTAL =					**$1,288,303.04**

Note: Invoices will be based upon Consor Agreed Hourly Rates for the given year.

Central Avenue Grade Separation Project – Additional Scope for Utility and Property Owner Coordination and Design Revisions - City of Newark

This amendment request includes descriptions of additional scope to support the work that was not part of the original scope of work.

A.1 Project Management Services

With the additional work effort, there are additional project management services required, including invoicing, budget and schedule updating, and coordination with subconsultants included in this additional scope of work. Weekly meetings with the City were not originally scoped but have been occurring since February 2021. Weekly meetings are anticipated to continue through the end of 2024.

A.2 Extended Utility Agency Coordination

Bi-monthly individual meetings with utility owners were originally anticipated to be complete in April of 2022. These meetings are continuing and anticipated to continue bi-weekly through 2023 and intermittently through December 2024. An additional 76 meetings for the coordination of the dry (joint trench and fiber) utilities are assumed for this extension of coordination from May 2022. Additional meetings include coordination meetings between City, Utilities, and adjacent property owners impacted by the utility relocations. We reviewed and commented on over four design submittals for the fiber optic relocation before those plans were approved and continue to review iterations of PG&E draft plans when they are made available. Extensive additional coordination in the form of preparing alternative exhibits with utility cross sections and layouts have been provided to the utility companies to demonstrate available clearances and provide updates as the utility relocation alignments have been in flux, with multiple PG&E alignment and facility changes including the Horizontal Directional Drilling alignments, addition of a service joint trench, at grade appurtenances, etc. CAD file sharing and exhibit updates are ongoing as of February 2024. Additional coordination on CAD files and exhibit updates are needed through the completion of the utility relocation design – estimated to December 2024.

Distribution of Remaining Costs: City of Newark 100%

A.3 Additional Property Owner Coordination

Bi-monthly individual meetings with Clarion and Prologis property owners were not originally scoped. Thirty-nine (39) meetings have occurred to date to coordinate on the property owners site improvements and conforms. Twenty additional meetings are anticipated for 2024. Multiple exhibits have been prepared to assist in the property owner coordination, including tree and fence removal exhibits and alternative driveway conforms. Consor has reviewed multiple preliminary plan submittals from Clarion and Prologis and incorporated relevant changes in the roadway plans accordingly. Separate reviews of Prologis plat maps were also included in Consor's efforts.

Distribution of Costs: City of Newark 100%

A.4 Additional Hazardous Material Investigation

Baseline will conduct additional soil testing on the Clarion site within the Public Service Easement. This additional field investigation will help determine whether the contractor will encounter hazardous materials

during excavation activities in the area. The project special provisions and construction cost estimate will be adjusted as needed based on the findings in Baseline's report.

Distribution: USD 25%, ACWD: 25%, City of Newark 50%

INCORPRATION OF AESTHETICS INTO DESIGN

C.1 Meetings and Coordination with the Artist

The original scope assumed standard details would be used for retaining wall, bridge railing, fencing and street lighting. The City is planning to engage a local artist to propose aesthetic elements to be incorporated into the proposed design. Up to three meetings with Art Builds Community and/or the local artist are anticipated.

The City requested that one representative from Consor participate on the selection panel for the artist. Up to eight hours was assumed to be needed to participate on the selection committee.

C.2 Update PS&E to Include Aesthetic Treatments

Aesthetic details for the bridge railing, retaining walls and light fixtures will be incorporated into the project plans. The project estimate and special provisions will be updated accordingly.

Task i: Artist Code and Technical Concerns.

- Code and Technical Concerns: Research and compile guidance for the artist on pertinent codes and essential technical considerations for the design and execution of the public art element. Include factors such as maintainability, ADA standards, edge sharpness, railing clearance heights, maximum opening size, and other relevant specifications.

Deliverables: Memo of Code and Technical Concerns.

Task ii: Safety and Constructability Review:

- Evaluate the artists bridge enhancement concepts in relation to above code and technical concerns.
- Collaborate with the artist to optimize the visual impacts of the bridge enhancements while minimizing any adverse effects on the bridge's engineering and function.

Deliverables: Review of artist bridge enhancement concepts

Task iii: Develop 30% PS&Es (plans, specifications, and estimates):

- Advance the bridge enhancements conceptual plans into detailed construction documents that align with engineer's bridge construction documents.
- Review the 30% PS&Es with artist, design team, and the City for their input.

Deliverables: 30% PS&Es

Task iv: Develop 95% PS&E:

- Incorporate input from 30% PS&E review.

- Advance bridge enhancement documents by further developing and refining the layout, materials, detailing, costs estimates and specifications all the while adhering as much as possible to the artist design intent as much as possible.
- Coordinate attachment detailing, ensuring seamless integration with the bridge structure, including structural calculations for affixing aesthetic treatment to the bridge rail fencing.
- Review the 95% PS&Es with artist, design team, and the City for their input.

Deliverables: 95% professionally stamped PS&Es

Task v: Develop 100% PS&E's:

- Incorporate input artist, design team, and the City into the 95% set.
- Advance bridge enhancement documents to final design.
- Review set for final approval with the Artist, design team and the City.

Deliverables: 100% professionally stamped PS&Es

Task vi. Bid Set PS&E's:

- Prepare the aesthetic details, including special provisions and estimate for the Bid Set PS&E's.

Deliverables: 100% professionally stamped PS&Es

Assumptions:

- No structure redesign will be required to incorporate the aesthetic treatments.
- This proposal assumes the artists pallet will be restrained to the bridge railing, light fixture finishes, and form-liner (1" wide max) on the interior side of the bridge barrier rail

D. ADDITIONAL CONSTRUCTION SUPPORT

D.1 Preconstruction Fiberoptic Survey Staking

To help prevent the utility relocations being placed in conflict with other proposed design elements, RJA will stake the proposed bridge columns, retaining wall, drainage and utility features ahead of the utility relocation activities. This work will be done as requested on a Time and Materials basis not to exceed $15,000 without prior authorization.

D.2 Constructability Review Coordination

The Consor Team will coordinate with the City's Construction Manager on a Constructability Review of the PS&E package. Up to 40 hours of staff time is assumed for this coordination.

E. RIGHT OF WAY SUPPORT

E.1 Appraisal, Negotiation and Acquisition Services

AR/WS will perform appraisal, negotiation, and acquisition services on 13 parcels. See attached for additional description of scope of work.

Assumptions:

- Preliminary title reports will be provided by the City.
- There are no federal funds being used for this project.
- Relocation assistance services may be required for personal-property-only relocations on up to five parcels. Four of those parcels are owned by one property owner. It is assumed that relocation assistance constitutes two personal property locations in total. It is further assumed that there is sufficient space for relocations to occur onsite.

F. JOINT TRENCH DESIGN

F.1. Joint Trench Intents and Composites

Giacalone is tasked with preparing joint trench intents and composites for the proposed joint trench which will carry PG&E gas and electric as well as ATT and Verizon conduits for portions of the joint trench. Giacalone and Consor scope includes design coordination with the utility companies and participation in biweekly meetings with the design team and utility agencies. The preparation of the joint trench composites is ongoing. Scope, schedule and budget for this task have been impacted by design changes from PG&E such as the transformer placement and sizing and their modifications to the limits of work.

F.2. Joint Trench Special Provisions

Consor will develop one standalone set of Special Provisions for the joint trench utility undergrounding plans for PG&E and AT&T facilities for one construction contract. Consor will merge the City's boilerplate specifications with the technical specifications. Up to two submittals of the joint trench special provisions are included in this scope of work. The final Special Provisions will be prepared for project advertisement by the City. If the utility owners will advertise the joint trench construction project, separate negotiation will be needed to conform to the agency(ies) special provisions and boiler plate standards.

G. DESIGN REVISIONS

G.1. Design Revisions Due to Property Owner Designs

In addition to the extensive communication the Design Team has been doing with various property owners, in particular Cargill, Clarion and Prologis, there have been multiple design detail changes prompted by property owner requests. These changes include:

- Designing and removing the driveway previously requested at Sycamore Avenue by Prologis
- Modifying the driveway conform design for Prologis based on their preferred driveway relocations.
- Multiple (three) iterations of easement locations based on iterations of Prologis frontage design
- Modifying permanent driveway conform (three iterations) on the Cargill site to accommodate property owner requests approved by the City
- Preparing four alignment alternatives for temporary driveway alignments and grading on Cargill site per City's request to analyze reducing the driveway path length while minimizing impacts to site use
- Modifying permanent driveway conform on the McIntosh site, including preparing alternative driveway relocation design. There were 4+ iterations of the driveway grading conforms and 2 drainage modification alternatives. Final design of modifications to this site is pending.
- Designing multiple iterations of the maintenance path at the Clarion site to minimize impacts to parking and accommodate utility maintenance vehicle movements. Vehicle paths were tracked for each iteration and revisited/re-pathed when PG&E transformer design changed.
- Revised geometrics, including widening, of Central Avenue east of Sycamore to build out full right of way width. Driveway conforms and curb ramp grading had to be redesigned.
- Retaining wall along Beckley parcel was redesigned to allow for a maintenance access driveway.

G.2. Design Revisions for AC Transit Bus Stops

Based on AC Transit's requests for bus stop relocations, additional grading design beyond the project grading limits are needed. Also, where there is insufficient sidewalk width for ADA standard bus stops, the Design team has been tasked with revising the sidewalk and bike facility designs to accommodate buses. This requires redesign of a portion of the roadway ahead of 90% PS&E submittal.

H. ESCALATION OF APPROVED BUDGETS ON TASKS TO BE COMPLETED

When the original contract was signed in December 2015, it was anticipated that the project PS&E would be completed in 20 months (by August 2017). The there would be significant project delays. Per the contract, up to 3.5% escalation is allowed per year. For the following original contract and previous amendment tasks yet to be initiated or completed, Consor respectfully requests that additional budget be allotted for completion of these tasks with budgets escalated from 2016 for the original tasks or from the 2021 amendment date for the Design Services During Construction (DSDC) tasks.

Task No.	Task
5.3	90% PSE
5.4	Meet w/City to Present 90% PSE
5.5	100% PSE
5.6	UPRR Final Design Coordination
5.7	Final Contract Documents
5.8	Bidding and Award Services
6.1	DSDC - Project Management
6.2	DSDC - Meetings
6.3	DSDC - Construction Support (RFI and CCO)
6.4	DSDC - Submittals and Shop Drawings
6.5	DSDC - Field Visits
6.6	DSDC - Record Drawings As-Builts

I. GRADING AND TREE REMOVAL PS&E

I.1. Prepare Grading and Tree Removal PS&E

The City plans to administer a construction contract to perform preliminary site grading and tree removal along parcels adjacent to the Central Avenue road right of way in advance of the joint trench construction (assumed to be advertised as a separate construction contract). Consor will prepare separate PS&E for the grading and tree removal along the Clarion, Cargill. Prologis and McIntosh parcels. There are trees within the road right of way that may be included in this PS&E package as well. No embankment grading within road right of way will be included in this PS&E package. Consor will merge the City's boilerplate specifications with the technical specifications. One draft and one final/bid set submittal are included in this scope of work.

J. UPRR COORDINATION- TRANSITION TO NEW CONSULTANT- ALLOWANCE

J.1. UPRR Final Design Coordination

The consultant tasked with providing UPRR coordination on this project has asked to be removed from the project. Consor will replace them with a new consultant with UPRR coordination expertise who will assist the team. The allowance in this amendment will be used to get the new consultant up to speed on the project so they can assist the team in getting final approval on the GO-88 application, drafting the C&M agreement and providing assistance during bidding.

Thank you for your consideration.

Project Number: 16-N131.00 | Project Name: Amendment Request - Wet Utilities, Property Owner Coord, Right of Way, Survey Staking - USD SHARE

No.	Task No.	TASKS	Senior Eng.	Senior Eng.	Senior Eng.	Senior Project Manager	Senior Project Manager	Professional Eng. VII	Eng. Designer VI	Eng. Designer VI	Assistant Engineer	Eng. Designer II	Technician II	Technician II	Technician II	Cost Estimator III	PM Asst	Senior Project Manager	Senior Project Manager		Consor Total Hours	Consor Total Net Labor Fees	Consor Total Labor Dollars Incl Escalation	ARWS	BASELINE	PARKH	RJA	TJKM	V&A	Subconsultant Subtotal
		Initial Hourly Rate	GY $290	MJ $290	BA $290	LS $276	JT $276	GP $222	DA $204	RB $204	MD $165	KMc $171	PK $135	DC $144	EJ $144	BG $290	DA $133	MH $309	BO $276			Direct Labor	Escalation Multiplier							
																							3.5%							
AMENDMENT 3 - Additional PM Coordination, Potholing, CP Design and Geotechnical Report - USD SHARE																														
A Project Management																														
A.2	**5.12**	Extended Utility Agency Coordination and Meetings with Adjacent Property Owners		20	40	20			20		10										110	$28,650	$29,653							$0
A.4	**2.8**	Additional Hazardous Material Investigation		2																	2	$580	$600		$12,942					$12,942
																							$0							
B Sewer and Pipeline Reolcation Design																														
B.2	**5.12**	Additional Coordination between Design Team and USD (Design)				8			56	16		16						0.5	0.5		97	$19,925	$20,622							$0
B.3	**5.12**	Additional Review and Research for USD Force Mains				1			2			0									3	$684	$708							$0
B.4	**5.12**	Additional Geotechnical Recommendations and Report Submittal				1		0	4			6						0.0			11.0	$2,118	$2,192			$9,921				$9,921
~~**B.5**~~	~~**5.12**~~	~~Addition of Soil Corrocivity Testing and Cathodic Protection Design~~				~~0~~			~~0~~	~~0~~		~~0~~						~~0.0~~			0	$0	$0							$0	$0
B.6	**5.12**	Additional Design Changes to Incorporate Adjacent Property Owners' Facility Designs				8			8	8		8	2			1					35	$7,255	$7,509								
B.8	**5.12**	Additional Coordination with Adjacent Utilities for Conflict Resolution (UPRR, PG&E, FO)																												$0
B.8.1	**5.12**	Change Alignment at UPRR to Avoid Signal House and Communications Poles		1		6			22	26		16	1	3	5	0.5			0.5		81.0	$16,044	$16,606								
B.8.2	**5.12**	Change Alignment along Sycamore and Central to Accommodate PG&E JT		1		6			14	21		8	1	3	5	0.5			0.5		60.0	$12,024	$12,445								
B.8.3	**5.12**	Change Alignment along Sycamore and Central to Accommodate PG&E JT HDD and FO		1		6			12	18		8	1	3	5	0.5			0.5		55.0	$11,004	$11,389								
		Subtotal- Hours & Labor Costs	**0**	**25**	**40**	**56**	**0**	**0**	**138**	**89**	**10**	**62**	**5**	**9**	**15**	**2**	**0**	**1**	**2**	**0**	**454**	**$98,284**	**$101,723**							$ -
		Other Direct Costs																					**$0**							$ -
		Fee																					**$1,257**							$ -
		Contingency (10%)																					**$10,172**							$ 2,286
		Total Cost	$0	$7,250	$11,600	$15,456	$0	$0	$28,152	$18,156	$1,650	$10,602	$675	$1,296	$2,160	$580	$0	$155	$552	$0	**$98,284**	**$98,284**	**$113,153**	**$0**	**$12,942**	**$9,921**	**$0**	**$0**	**$0**	**$25,150**

$ 138,303

Cost Proposal

Amendment Request - Wet Utilities, Property Owner Coord, Right of Way, Survey Staking - USD SHARE

				Date:	4/11/2024	
	Quincy Engineering, Inc.					
	Direct Labor:					$98,283.50
	Escalation for Multi-Year Project (3.5%):					$3,439.92
	10% Contingency					$10,172.34
A.	Labor Subtotal					**$111,895.76**
	Subconsultant Costs:					
	ARWS					$0.00
	BASELINE					$12,942.25
	PARIKH					$9,920.96
	RJA					$0.00
	TJKM					$0.00
	V&A					$0.00
	10% Contingency					$2,286.32
B.	Subconsultant Subtotal					**$25,149.53**
	Other Direct Costs:					
	Travel		miles @	$0.585		$0.00
	Pier Diem/ Hotel		days @	$150.00		$0.00
	Delivery		@	$20.00		$0.00
	Vendor Reproduction					
	Vellum		@		$0.00	
	81/2 X 11 Reproduction		@		$0.00	
	11 X 17 Reproduction		@		$0.00	
	Vendor Reproduction					
	Vellum		@		$0.00	
	81/2 X 11 Reproduction		@		$0.00	
	11 X 17 Reproduction		@		$0.00	
	Mounting Boards for Presentations		@		$0.00	
	Newsletters (Translation and printing)		@		$0.00	
	Subtotal Vendor Reproduction					$0.00
	Title Report		@			$0.00
	Miscellaneous					$0.00
C.	Other Direct Cost Subtotal:					**$0.00**
	Labor Subtotal A. =					$111,895.76
	Subconsultant Subtotal B. =					$25,149.53
*	Subconsultant Fee (5.0%):					$1,257.48
	Other Direct Cost Subtotal: C. =					$0.00
	ODC Fee (5.0%):					$0.00
	TOTAL =					**$138,302.77**

Note: Invoices will be based upon Consor Agreed Hourly Rates for the given year.

* Subconsultant Fee of 5% not applied to Murraysmith fee or Contingency.

Cost Proposal

Project Number: 16-N131.00 | Project Name: Amendment Request - Wet Utilities, Property Owner Coord, Right of Way, Survey Staking - ACWD SHARE

No.	Task No.	TASKS	Senior Eng. GY	Senior Eng. MJ	Senior Eng. BA	Senior Project Manager LS	Senior Project Manager JT	Professional Eng. VII GP	Eng. Designer VI DA	Eng. Designer VI RB	Assistant Engineer MD	Eng. Designer II KMc	Technician II PK	Technician II DC	Technician II EJ	Cost Estimator III BG	PM Asst DA	Senior Project Manager MH	Senior Project Manager BO		Consor Total Hours	Consor Total Net Labor Fees	Consor Total Labor Dollars Incl Escalation	ARWS	BASELINE	PARIKH	RJA	TJKM	V&A	Subconsultant Subtotal
		Initial Hourly Rate	$290	$290	$290	$276	$276	$222	$204	$204	$165	$171	$135	$144	$144	$290	$133	$309	$276			Direct Labor	Escalation Multiplier							
																							3.5%							
AMENDMENT 3 - Additional PM Coordination, Potholing, CP Design and Geotechnical Report - ACWD SHARE																														
A Project Management																														
A.2	**5.11**	Extended Utility Agency Coordination (Meetings)		20	40	20		19			10										109	$28,788	$29,796							$0
A.4	**2.8**	Additional Hazardous Material Investigation		2																	2	$580	$600		12,942.25					$12,942
B Sewer and Water Pipeline Reolcation Design																														
B.1	**5.11**	Additional Coordination between Design Team and ACWD (Design)				8		56		16		16						0.5	0.5		97	$20,933	$21,665							$0
B.3	**5.11**	Additional Review and Research for USD Force Mains				3		4				4									11	$2,400	$2,484							$0
B.4	**5.11**	Additional Geotechnical Recommendations and Report Submittal				1		3				6						0.5			10.5	$2,123	$2,197							$0
B.4	**2.7**	Additional Geotechnical Recommendations and Report Submittal																			0.0	$0	$0			9,920.96				$9,921
B.5	**5.11**	Addition of Soil Corrosivity Testing and Cathodic Protection Design				5		17		18		24						5.0			69	$14,475	$14,982						29,399.96	$29,400
B.6	**5.11**	Additional Design Changes to Incorporate Adjacent Property Owners' Facility Designs				12		40		24		16	16			0.5		0.5			109	$22,284	$23,063							$0
B.7	**5.11**	Plat Map and Legal for ACWD Concentrate Line		1							2										3	$620	$642				3,500.00			$3,500
B.8	**5.11**	Additional Coordination with Adjacent Utilities for Conflict Resolution (UPRR, PG&E, FO)																												$0
B.8.1	**5.11**	Change Alignment at UPRR to Avoid the Signal House and Communications Poles		1		14		40		24		14	2	6	5	0.5			0.5		107.0	$22,461	$23,247							
B.8.2	**5.11**	Change Alignment along Sycamore and Central to Accommodate PG&E JT		1		14		40		24		14	2	6	5	0.5			0.5		107.0	$22,461	$23,247							
B.8.3	**5.11**	Change Alignment along Sycamore and Central to Accommodate PG&E JT HDD and FO		1		14		42		24		14	2	6	5	0.5			0.5		109.0	$22,905	$23,707							
		Subtotal- Hours & Labor Costs	**0**	**26**	**40**	**91**	**0**	**261**	**0**	**130**	**12**	**108**	**22**	**18**	**15**	**2**	**0**	**7**	**2**	**0**	**734**	**$160,029**	**$165,629.50**							$0.00
		Other Direct Costs																					**$0.00**							$0.00
		Fee																					**$3,066.97**							$0.00
		Contingency (10%)																					**$16,562.95**							$5,576.32
		Total Cost	$0	$7,540	$11,600	$25,116	$0	$57,942	$0	$26,520	$1,980	$18,468	$2,970	$2,592	$2,160	$580	$0	$2,009	$552	$0	**$160,029**	**$160,029**	**$185,259.42**	**$0.00**	**$12,942.25**	**$9,920.96**	**$3,500.00**	**$0.00**	**$29,399.96**	**$61,339.48**

$ 246,599

Cost Proposal

Amendment Request - Wet Utilities, Property Owner Coord, Right of Way, Survey Staking - ACWD SHARE

					Date:	4/25/2024
	Quincy Engineering, Inc.					
	Direct Labor:					$160,028.50
	Escalation for Multi-Year Project (3.5%):					$5,601.00
	10% Contingency					$16,562.95
A.	Labor Subtotal					**$182,192.45**
	Subconsultant Costs:					
	ARWS					$0.00
	BASELINE					$12,942.25
	PARIKH					$9,920.96
	RJA					$3,500.00
	TJKM					$0.00
	V&A					$29,399.96
	10% Contingency					$5,576.32
B.	Subconsultant Subtotal					**$61,339.48**
	Other Direct Costs:					
	Travel		miles @	$0.585		$0.00
	Pier Diem/ Hotel		days @	$150.00		$0.00
	Delivery		@	$20.00		$0.00
	Vendor Reproduction					
	Vellum		@		$0.00	
	81/2 X 11 Reproduction		@		$0.00	
	11 X 17 Reproduction		@		$0.00	
	Vendor Reproduction					
	Vellum		@		$0.00	
	81/2 X 11 Reproduction		@		$0.00	
	11 X 17 Reproduction		@		$0.00	
	Mounting Boards for Presentations		@		$0.00	
	Newsletters (Translation and printing)		@		$0.00	
	Subtotal Vendor Reproduction					$0.00
	Title Report		@			$0.00
	Miscellaneous					$0.00
C.	Other Direct Cost Subtotal:					**$0.00**
	Labor Subtotal A. =					$182,192.45
	Subconsultant Subtotal B. =					$61,339.48
*	Subconsultant Fee (5.0%):					$3,066.97
	Other Direct Cost Subtotal: C. =					$0.00
	ODC Fee (5.0%):					$0.00
	TOTAL =					**$246,598.90**

Note: Invoices will be based upon Consor Agreed Hourly Rates for the given year.

* Subconsultant Fee of 5% not applied to Murraysmith fee or Contingency.

CENTRAL AVENUE OVERPASS
(City Project 1014)
POTABLE WATER MAIN AND DESALINTION CONCENTRATE WATER MAIN RELOCATION DESIGN

Cost Sharing Agreement Between the City of Newark and the Alameda County Water District

This Cost Sharing Agreement ("Agreement") is entered into by and between the City of Newark, a municipal corporation ("City"), and the Alameda County Water District, a California county water district, ("ACWD"). City and ACWD may each be referred to as a "Party" and be collectively referred to herein as the "Parties."

RECITALS

A. The City proposes to grade separate Central Avenue (City Project 1014) ("Grade Separation Project"), a City street, at the existing at-grade railroad crossing between Sycamore Street and Morton Avenue; and ACWD owns and maintains potable water pipelines and water treatment process pipelines within the limits of the City's Project.

B. In accordance with the City's Notice to ACWD, dated, April 5, 2018, ACWD agrees it is necessary to prepare the design to relocate its large diameter potable water, small diameter water service line, fire hydrants, and large diameter desalination concentrate water facilities to accommodate construction of the Project in the manner proposed ("ACWD Water Main Relocation Design").

C. In order to provide for the most efficient and cost-effective implementation of the ACWD Water Main Relocation, to minimize disruption to the infrastructure improvements in the Project area and impacts to Newark residents, the Parties desire to combine the work into a single project to the extent possible. To this end, the Parties intend to include the ACWD Water Main Relocation Design with the Grade Separation Project, collectively referred to as the "Project".

D. It is the intent of the City to administer the Project. It is the intent of ACWD to support City's implementation of the Project and to reimburse the City's certain design costs associated with the ACWD Water Main Relocation Design.

E. The inclusion of the ACWD Water Main Relocation Design in the Project will require coordination between the City and ACWD regarding the acquisition of permits, design, and design review for the Project. The City will not include the ACWD Water Main Relocation Design in the Project bid documents until after the City and ACWD enter into a cost sharing agreement for the Project construction and construction related work. The City and ACWD will work diligently to supplement this Agreement with a new or amended cost sharing agreement to address Project construction and construction related work.

F. The Parties desire to work cooperatively and to document a reasonable and responsible basis for the cooperative design and cost-sharing of the ACWD Water Main Relocation Design for the mutual benefit of their agencies and their public constituents.

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

1. **COORDINATED DESIGN AND ENGINEERING WORK**

1.1 City's Design Consultant shall prepare the design contract documents for the ACWD Water Main Relocation Design to be incorporated into the Project ("Consultant Design Services").

1.2 ACWD shall review the portion of the design, construction plans, and specifications related to ACWD Water Main Relocation Design at ACWD sole cost and expense.

1.3 City shall provide ACWD 65%, 90%, 95% and 100% design submittals, which shall include the design drawings and specifications, for the ACWD Water Main Relocation Design for review. ACWD shall promptly and diligently review each design submittal, and provide comments, if any, to City within fourteen (14) calendar days of ACWD's receipt of the respective design submittal.

1.4 ACWD shall provide City with ACWD's technical specifications, and standard drawings and specifications for the ACWD Water Main Relocation Design work. If mutually agreeable by ACWD and the City, the City will incorporate these drawings and specifications into the City's Project bid package. ACWD will review the City's technical drawings and specifications, and confirm that the ACWD standard drawings and specifications have been correctly incorporated into the City's Project plans and specifications.

1.5 At least twenty-eight (28) calendar days prior to the advertisement of bids, City shall provide ACWD with a complete copy of the 100% design submittal for review, including but not limited to, the 100% drawing set, General Conditions, Special Conditions, Technical Specifications, and payment item schedule, including the ACWD bid items. ACWD shall promptly and diligently review the 100% Design Submittal for the Project, and provide comments, if any, to City within fourteen (14) calendar days of ACWD's receipt of the 100% design submittal. City shall reasonably consider ACWD proposed modifications of the 100% design submittal. City shall supply within seven (7) calendar days written explanation, including reasons why and justification for, any ACWD modifications not included. If ACWD believes that its modifications should be included in the Construction Contract plans and specifications for the Project after reasonably considering City's written explanation, ACWD and City shall meet and confer in good faith to reach a mutually acceptable solution.

1.6 All ACWD Water Main Relocation Design work prepared by the Consultant Design Services shall be and are the property of ACWD who shall be entitled to access and to

copy the ACWD Water Main Relocation Design work during the progress of the work. If requested by ACWD, the City shall deliver one copy of the ACWD Water Main Relocation Design remaining in the hands of the City, or in the hands of the design consultant, or any subcontractor, upon completion or termination of the work or Agreement to ACWD. The City assigns to ACWD all right, title, and interest in and to the ACWD Water Main Relocation Design, including ownership of copyright in the ACWD Water Main Relocation Design. ACWD may utilize any material prepared or work performed by the City's Consultant Design Services pursuant to this Agreement, in any manner which ACWD deems proper without additional compensation to the City. The City shall not disclose project related data or information without the prior written consent of ACWD.

2. **ENVIRONMENTAL REVIEW AND PERMITTING**

City will serve as the lead agency for California Environmental Quality Act (CEQA) and ACWD will be a responsible agency with discretionary approval authority over the Project as to the ACWD Water Main Relocation work. City will assist District with all environmental permits for the ACWD Water Main Relocation work, including permits required from Union Pacific Railroad (UPRR) for crossings within UPPR right-of-way. ACWD to submit UPRR Permit Application and reference existing City UPRR Permit Application when submitting to UPRR.

3. **COSTS ASSOCIATED WITH ACWD WATER MAIN RELOCATION DESIGN**

3.1 The design and all other related services for the Water Main Relocation Design will be completed at 18% City expense and 82% ACWD expense in accordance with the cost share calculation attached to this Agreement as Exhibit A and incorporated herein by this reference. The total estimated cost breakdown is as follows:

Design
Total Estimated Costs for Water Main Relocation Design.....$395,581.00
Total Estimated City Responsibility (18%).....$71,204.00
Total Estimated ACWD Responsibility (82%).....$324,377.00

3.2 The total cost for the Water Main Relocation Design under this Agreement shall not exceed $400,000.00. Any costs proposed beyond this cap shall be reviewed and approved by ACWD. The City and ACWD must enter into an amendment to this Agreement to cover an agreed upon additional cost exceeding the $400,000.00 cap amount.

4. **COSTS ASSOCIATED WITH ACWD WATER MAIN CONSTRUCTION AND CONSTRUCTION RELATED WORK**

4.1 In addition to the costs associated with ACWD Water Main Relocation Design, a future amended or new cost sharing agreement to address Project construction and construction related work will include the following estimated cost sharing percentages:

1) Fire hydrant construction, including laterals and sleeves for crossings, will be 100% paid by City per City of Newark / ACWD Fire Hydrant Installation and Maintenance Agreement. (ACWD Agreement No. 624, 10/24/1963).

2) Desalination Concentrate Water Main construction will be 100% paid by ACWD.

(See Exhibit A, Basis of Calculation, Desalination Concentrate Water Main, 100% ACWD and 0% City)

3) Potable Water Main construction will by cost shared 74% ACWD and 26% City.

(See Exhibit A, Basis of Calculation, Potable Water Main, 74% ACWD and 26% City)

4) Other water services construction, including potable commercial, industrial, irrigation, and sleeves for crossings will be cost shared and evenly split 50% ACWD and 50% City.

5) Construction related work, such as engineering fees during construction, surveying, construction management, and specialty inspection will be split by the applicable cost sharing percentages defined in section 3 of the Agreement.

5. **RESOLUTION OF DISPUTES.** In the event the Parties should disagree regarding implementation of this Agreement, the Parties agree to use the following dispute resolution procedure.

5.1 At least one individual in a senior management position from each party will meet, in person, and attempt to resolve the dispute informally.

5.2 If the initial meeting does not resolve the dispute, the City Manager for the City, and the General Manager for ACWD will meet, in person, and attempt to resolve the dispute informally.

5.3 If the meeting with the City Manager and General Manager does not resolve the dispute, the matter shall be referred to a mediation with a JAMS representative with JAMS' fees to be split equally between the City and ACWD.

5.4 If neither the staff meetings nor the meditation results in resolution of the dispute, the Parties shall have the right to exercise any of its remedies available under law.

6. **GENERAL PROVISIONS.**

6.1 **RELATIONSHIP BETWEEN THE PARTIES.** This Agreement does not create any partnership or agency between the Parties.

6.1.1 ACWD is, and at all times shall remain, solely responsible for all acts of its officials, employees, agents, and contractors, including any negligent acts or

omissions. ACWD is not the City's agent and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever.

6.1.2 The City is, and at all times shall remain, solely responsible for all acts of its officials, employees, agents, and contractors, including any negligent acts or omissions. The City is not the ACWD's agent and shall have no authority to act on behalf of ACWD, or to bind ACWD to any obligation whatsoever.

6.2 **AUTHORIZED REPRESENTATIVES.**

6.2.1 All ACWD services under this Agreement shall be performed by, or under the direct supervision of, ACWD's Authorized Representative, Girum Awoke, Director of Engineering & Technology Services, unless otherwise designated in writing by ACWD's Authorized Representative or the General Manager.

6.2.2 All City services under this Agreement shall be performed by, or under the direct supervision of, the City's Authorized Representative, Howard Young, Public Works Director, unless otherwise designated in writing by the City's Authorized Representative or the City Manager.

6.3 **INDEMNIFICATION.**

6.3.1 Pursuant to Government Code section 895.4, City shall indemnify, hold harmless, and defend ACWD (including its elected officials, officers, agents, and employees) from and against any and all claim (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from the City's negligent acts or omissions under this Agreement.

In addition, City will require its design and engineering consultant(s) to indemnify, hold harmless, and defend ACWD and its officials, officers, agents, and employees and to include ACWD and its officials, officers, agents, and employees as additional insureds to the same extent that the City requires its design and engineering consultants to indemnify, hold harmless, and defend the City and to include the City as an additional insured.

6.3.2 Pursuant to Government Code section 895.4, ACWD shall indemnify, hold harmless, and defend the City (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from the ACWD's negligent acts or omissions under this Agreement.

6.4 **TERM OF THE AGREEMENT.** The term of this Agreement shall commence on the date last signed by the Parties, below, and shall continue until completion of all the obligations of the Parties under this Agreement.

6.5 **ACCOUNTING RECORDS.** The Parties shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four years. The Parties' accounting records shall include, at a minimum, all documents which support the costs and expenses related to the ACWD Water Main Relocation Design for this Agreement, including personnel, contractors, invoices and payments, and reimbursable expenses. Each Party's accounting records shall be made available to the other Party within a reasonable time after request, during normal business hours.

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

To: City	**To: ACWD**
Attn: Public Works Director	Attn: Director of Engineering and Technology Services
City of Newark	Alameda County Water District
37101 Newark Boulevard	43885 S. Grimmer Boulevard
Newark, CA 94560	Fremont, CA 94538

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

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

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

6.10 **ASSIGNMENT AND DELEGATION.** This Agreement, nor any portion thereof, shall not be assigned or transferred, nor shall any of a Party's duties be delegated, without the written consent of the other Party. Any attempt to assign or delegate this Agreement without the written consent of the other Party shall be void and of no force or effect. A consent by a Party to one assignment shall not be deemed to be a consent to

any subsequent assignment.

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

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

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

6.14 **EACH PARTY'S ROLE IN DRAFTING THE AGREEMENT.** Each Party has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

6.15 **COUNTERPART SIGNATURES.** The Parties recognize and agree that separate counterpart signature pages may be used but that all such pages constitute one and the same Agreement.

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

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

CITY OF NEWARK

By: _____
David J. Benoun

Title: City Manager

Date _____

ALAMEDA COUNTY WATER DISTRICT

By: _____
Ed H. Stevenson

Title: General Manager

Date _____

EXHIBIT
A

Alameda County Water District and City of Newark
Cost Share

The CITY and ACWD have agreed to the following cost sharing formula for the ACWD Water Main Relocation Design:

Common Factors:

- All design for the relocation of ACWD utility facilities and construction related costs associated with relocation within the CITY's right-of-way will be the responsibility of ACWD
- All design and construction related costs associated with relocation within all other areas will be the responsibility of the CITY

Basis of Calculations

- The CITY will design the Project with applicable percentage of the ACWD Water Main Relocation Design cost paid by the CITY and ACWD.

Potable Water Main

- Total length of potable water main facilities to be relocated: **2,647 LF**
- Total length of potable water main facilities in UPRR ROW and other ACWD-owned water line easements: 685 LF (685/2647 = 26%)
    - Responsibility of the CITY
- Total length of potable water main facilities in CITY ROW: 1,962 LF (1962/2647 = 74%)
    - Responsibility of ACWD

Desalination Concentrate Water Main

- Total length of desalination concentrate water main facilities to be relocated: **1,119 LF**
- Total length of desalination concentrate water main facilities in ACWD-owned water line agreement: 898 LF (898/1119 = 80%)
    - Responsibility of ACWD, ACWD is including the desalination concentrate line in the CITY scope of work
- Total length of desalination concentrate water main facilities in CITY ROW: 221 LF (221/1119 = 20%)
    - Responsibility of ACWD

Total Water Main

- Total Water Main Length to be relocated (2,647 LF + 1,119 LF = **3,766 LF**)
- Responsibility of the CITY (685 LF, 685/3766 = 18.2%, use **18%**)
- Responsibility of ACWD (1,962 LF + 898 LF + 221 LF = 3,081 LF, 3081/3766 = 81.8%, use **82%**)

Total Estimated Costs for Water Main Relocation Design

Design

- Qunicy Task Order No. 2 (12/14/2021): $148,981.81
- Consor Cost Proposal for Amendment No. 3 (04/25/2024): $246,599.00
- **Total Design Estimate:** $395,580.81 **(use $395,581.00)**

Estimated Cost Share Liability – ACWD (82%)

- Design: $324,376.42 **(use $324,377.00)**

Estimated Cost Share Liability – CITY (18%)

- Design: $71,204.58 **(use $71,204.00)**

Costs are estimates only; final cost share will be based on actual costs and final pipe installation footage not to exceed a final Water Main Relocation Design cost of $400,000.00 per section 3.2 of the Agreement.

CENTRAL AVENUE OVERPASS PROJECT
(City Project 1014)
SANITARY SEWER RELOCATION

Cost Sharing Agreement Between the City of Newark and the Union Sanitary District

This Cost Sharing Agreement ("Agreement") is entered into by and between the City of Newark, a municipal corporation ("City"), and the Union Sanitary District, a sanitary district, ("USD"). City and USD may each be referred to as a "Party" and be collectively referred to herein as the "Parties."

RECITALS

A. The City proposes to grade separate Central Avenue, a City street, at the existing at-grade railroad crossing between Sycamore Street and Morton Avenue through its City Project 1014 ("Grade Separation Project"); and USD owns and maintains sanitary sewer facilities within the limits of the City's Project.

B. In accordance with the City's Notice to USD, dated May 10, 2018, USD agrees to relocate its sanitary sewer assets / to accommodate construction of the Project in the manner proposed ("USD Sanitary Sewer Relocation").

C. In order to provide for the most efficient and cost-effective implementation of the USD Sanitary Sewer Relocation, to minimize disruption to the infrastructure improvements in the Project area and impacts to Newark residents, the Parties desire to combine the work into a single project to the extent possible. To this end, the Parties intend to include the USD Sanitary Sewer Relocation with the Grade Separation Project, collectively referred to as the "Project".

D. It is the intent of the City to administer the Project. It is the intent of USD to support City's implementation of the Project and to reimburse the City's certain costs associated with the USD Sanitary Sewer Relocation.

E. The inclusion of the USD Sanitary Sewer Relocation in the Project will require coordination between the City and USD regarding the acquisition of permits, design, design review, construction, inspection, testing, acceptance, and warranties for the Project.

F. The Parties desire to work cooperatively and to document a reasonable and responsible basis for the cooperative design and construction and cost-sharing of the Project for the mutual benefit of their agencies and their public constituents.

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

1. **COORDINATED DESIGN AND ENGINEERING WORK**

1.1 City's Design Consultant shall prepare the design and construction contract documents for the USD Sanitary Sewer Relocation to be incorporated into the Project ("Consultant Design Services").

1.2 The Project construction contract documents shall include a schedule of "bid items" for which each bidder shall identify a "bid item amount." The bid items for the USD Sanitary Sewer Relocation ("USD Bid Items") shall be incorporated in the Project bid and construction documents, along with the estimated quantity for each bid item.

1.3 USD shall review the portion of the design, construction plans, and specifications related to USD Sanitary Sewer Relocation and the USD Bid Items at USD's sole cost and expense.

1.4 City shall provide USD 65%, 90%, and 100% design submittals, which shall include the design drawings and specifications, for the USD Sanitary Sewer Relocation for review. USD shall promptly and diligently review each design submittal, and provide comments (i.e. Microsoft Excel Spreadsheet), if any, to City within fourteen (14) calendar days of USD's receipt of the respective design submittal.

1.5 At least twenty-eight (28) calendar days prior to the advertisement of bids, City shall provide USD with a complete copy of the 100% design submittal for review, including but not limited to, the 100% drawing set, General Conditions, Special Conditions, Technical Specifications, Engineer's Opinion of Probable Construction Costs, and payment item schedule, including the USD Bid Items. USD shall promptly and diligently review the 100% Design Submittal for the Project, and provide comments, if any, to City within fourteen (14) calendar days of USD's receipt of the 100% design submittal. City shall reasonably consider USD proposed modifications of the 100% design submittal. City shall supply within seven (7) calendar days written explanation, including reasons why and justification for, any USD modifications not included. If USD believes that its modifications should be included in the Construction Contract plans and specifications for the Project after reasonably considering City's written explanation, USD and City shall meet and confer in good faith to reach a mutually acceptable solution.

2. **ENVIRONMENTAL REVIEW AND PERMITTING**

City will serve as the lead agency for California Environmental Quality Act (CEQA) and USD will be a responsible agency with discretionary approval authority over the Project as to the USD Sanitary Sewer Relocation Work. City will acquire all environmental permits for the USD Sanitary Sewer Relocation Work.

3. **ADVERTISING AND AWARD OF CONSTRUCTION MANAGEMENT SERVICES IN SUPPORT OF THE PROJECT**

3.1 The City will advertise a Construction Management RFP, including construction management services related to the USD Sanitary Sewer Relocation, in accordance with

the City's practices and applicable law ("Construction Management Services"). Construction Management Services associated with the first phase of the Project, which will include relocation of ACWD and USD assets, shall be included separately in the RFP and required scope and fee proposals.

3.2 Upon receipt of proposals for the work, the City shall share all of the proposals received, including costs related to the USD Sanitary Sewer Relocation, with USD. USD will be allowed to participate in the evaluation of the proposals and the City and USD shall confer regarding the proposals; however, the City shall retain the sole discretion to select the proposer based on the proposal in accordance with its proposal evaluation criteria.

3.3 The City will then award the Construction Management Services, including services in support of the USD Sanitary Sewer Relocation, to the selected proposer ("Construction Management Consultant") in accordance with its practices and applicable law.

4. **BIDDING AND AWARD OF CONSTRUCTION CONTRACT.**

4.1 The City shall issue the plans and specifications for the Project for public competitive bids and award the contract for the Project in accordance with the requirements of the California Public Contract Code, the Newark Municipal Code, and any other applicable laws and regulations.

4.2 Concurrently with advertising for bids, City shall provide USD with a complete copy of the advertised contract documents ("Construction Contract") for the Project used to invite such bids. City shall include USD when issuing any addenda during the bidding period.

4.3 Within seven (7) days following a bid opening, City shall provide copies of the final bid documents for the three (3) apparent lowest responsible bidders for the Project to USD.

4.4 USD shall, within three (3) days of its receipt of the final bid documents, indicate whether it has any objections to the City's award of the City's award of the Project Construction Contract.

4.5 If USD timely provides the City with a written notice of objection, the City and USD shall negotiate in good faith in an effort to informally resolve the dispute. If no agreement is reached within thirty (30) calendar days after the date City receives USD's notice of objection, the parties shall submit the matter to dispute resolution as described in Section 9 of this Agreement.

5. **CONSTRUCTION, INSPECTION, CONSTRUCTION MANAGEMENT AND CONSTRUCTION ADMINISTRATION.**

5.1 The City shall administer the Construction Contract for the Project, including the USD Sanitary Sewer Relocation. USD shall support the City's administration of the construction work.

5.2 The City shall be responsible for the day-to-day inspection and approval for all components of the Project and USD will provide construction inspection, assist with

construction management for all components of the USD Sanitary Sewer Relocation during construction, and shall promptly communicate to City any rejection or acceptance of the quality of materials and construction work relating to the USD Sanitary Sewer Relocation. The City's responsibilities shall include, but not be limited to, inspections of: (a) installation of the permanent sanitary sewer line and all associated appurtenances, (b) connections, and (c) backfill of the trench up to one foot over the top of pipe. City shall communicate each acceptance or rejection of the quality of materials and construction work to the contractor for the Project ("Contractor"). The final acceptance of USD Sanitary Sewer Relocation shall be by USD Personnel following a successful closed-circuit television (CCTV) inspection of the USD assets.

5.3 To the extent City inspections at any stage reveal a failure by Contractor to meet the requirements of the Construction Contract and/or the plans and specifications for the USD Sanitary Sewer Relocation, City shall provide a written explanation of the basis for the failure. City shall instruct Contractor to take all appropriate actions to correct its work, and shall not accept these components of the USD Sanitary Sewer Relocation. Contractor's requests for variance to the Construction Contract and/or the plans and specifications shall be reviewed and approved by USD personnel.

5.4 City shall maintain and forward to USD all documents related to the USD Sanitary Sewer Relocation, including but not limited to all daily logs, inspector notes, testing, and correspondence.

5.5 City shall supply redline drawings of the USD Sanitary Sewer Relocation to USD upon City's and USD's acceptance of the Project as complete. The redline drawings shall show the location and details of any changes made during construction to the USD Sanitary Sewer Relocation.

6. **COSTS ASSOCIATED WITH USD SANITARY SEWER RELOCATION AND ADMINISTRATIVE FEE.**

6.1 The design, construction, construction management, testing, inspection, acceptance, and all other related services for the USD Sanitary Sewer Relocation will be completed at 11% City expense and 89% USD expense in accordance with the cost share calculation attached to this Agreement as Exhibit A and incorporated herein by this reference.

6.2 The as-bid construction cost for the USD Bid Items shall be identified separately on the bid schedule to be included in the Construction Contract ("USD As-Bid Construction Cost"). The USD As-Bid Construction Cost, including labor, material, permit fees and equipment for the USD Bid Items shall be determined before the Construction Contract is awarded by the City.

7. **USD SANITARY SEWER RELOCATION ACTUAL COST AND PAYMENT**

7.1 As set forth above, pursuant to the contract awarded by the City, the Contractor shall be obligated to the City to perform all work required by the Construction Contract (including the USD Bid Items) and the City shall be obligated to administer the Construction Contract and pay the Contractor for all work performed in accordance with the Construction Contract. USD agrees to reimburse to the City the actual cost of the USD Sanitary Sewer Relocation ("USD Sanitary Sewer Relocation Actual Cost").

7.2 The "USD Sanitary Sewer Relocation Actual Cost" shall equal eighty nine percent (89%) of the dollar amount that the City actually pays the Contractor in accordance with the terms of the Construction Contract for the USD As-Bid Construction Cost, plus the actual construction cost of any and all construction change orders approved pursuant to Section 8 below and claims to the extent that they increased the cost of the USD Sanitary Sewer Relocation. Thus, the USD Sanitary Sewer Relocation Actual Cost will include the product of the actual quantities and the Contractor's bid amount for each USD Bid Item plus payments for contract change orders and claims related to the USD Sanitary Sewer Relocation as further discussed in this Section.

7.3 For the Consultant Design Services and Construction Management Services, USD shall reimburse to the City its share of the accrued USD Sanitary Sewer Relocation Design Costs, and Construction Management Costs, as set forth in Section 6 above, no later than 60 days after receipt of an invoice from the City. If USD disputes any portion or item of any invoice, USD shall provide written notice of the dispute, with an explanation of the basis for the dispute no later than 14 calendar days after USD's receipt of the Invoice. USD's failure to provide timely written notice to the City disputing any portion or item of an invoice shall be deemed an approval by USD of all undisputed portions or items on the invoice. USD shall pay the portion of the invoice that is not in dispute in accordance with this section.

7.4 For the Construction Contract, USD agrees to pay for the full cost of work for which the District is responsible pursuant to Section 6 above based on the unit prices and final approved quantities of the applicable pay items. Within sixty (60) days after the award of the Construction Contract or within thirty (30) days after the Notice of Proceed is issued to the Contractor, whichever is later, USD agrees to deposit sufficient funds with the City to cover 50% of the USD As-Bid Construction Cost, adjusted for retention withhold from the Contractor. USD agrees to reassess this initial deposit amount and make an adjustment based on the projected scope of work within the first 60 days of construction (after issuance of the Notice to Proceed) for which the District is responsible as based on the approved Construction Contract Schedule. The remaining deposit to reach 100% of the full cost of work for which the District is responsible shall be paid in up to four additional increments mutually agreed upon by the City and USD after the initial deposit is spent. For cost accounting and reporting purposes, on a monthly basis, City will furnish to USD a statement of the USD Sanitary Sewer Relocation Actual Cost which shall include a detailed statement of itemized construction costs for the completed and verified USD Bid Items to date plus any and all construction change orders and claims to the extent that they increased the cost of the USD Sanitary Sewer Relocation. If requested by USD,

the City will provide USD with copies of the Contractor's invoices for the USD Sanitary Sewer Relocation. The City shall return to USD all unspent funds deposited by USD in accordance with this Agreement after acceptance of the Project.

7.5 If USD timely provides the City with a written notice of dispute on any invoice item, the City and USD shall negotiate in good faith in an effort to informally resolve any such dispute. If no agreement is reached within 45 calendar days after the date City receives USD's notice of dispute, the parties shall submit the matter to dispute resolution as described in Section 9 of this Agreement.

8. **MODIFICATIONS TO USD SANITARY SEWER RELOCATION DURING CONSTRUCTION.**

8.1 To the extent that the Contractor is entitled to additional compensation under the terms of the Construction Contract, for work related to the USD Bid Items, the additional compensation shall be considered USD Sanitary Sewer Relocation Actual Cost pursuant to Section 7 of this Agreement.

8.2 It is the intent of this Agreement that there be constant communication between City and USD staff regarding any potential modifications during construction. Therefore, all construction change orders or claims affecting or increasing the cost or scope of the USD Sanitary Sewer Relocation shall be submitted to USD staff for prior review and approval. In the event that City believes emergency circumstances exist related to construction change orders, including but not limited to any project safety concerns or the potential for significant delays, USD shall provide a response to City's initial inquiry within 4 hours for non-major change orders, or within 24 hours for any major construction change orders. A "major" construction change order or claim is defined as any change order associated with the USD Sanitary Sewer Relocation that results in a cost increase greater than $5,000.00 or that alters the terms or conditions of the Construction Contract that results in a cost increase greater than this amount. In such emergency circumstances, City and USD shall utilize email or other rapid means of communication to confirm agreement on resolution of the emergency and defer formal written authorization to a later date. USD shall provide City a contact list for such communication, and City shall attempt to contact USD prior to proceeding without USD's input. In the event USD does not provide a timely response when the City deems that emergency circumstances exist, City shall be deemed to be authorized to use its best judgment to act upon the proposed change order to resolve the emergency circumstance. Notwithstanding the above, the City is authorized to act on contract change orders as necessary to resolve any immediate life-safety issues associated with the project. For all other (non-emergency) major contractor change orders, formal written responses of USD staff shall be provided to the City within seven (7) calendar days after receipt (or within three (3) working days for non-major contractor change orders), unless authorized City and USD staff agree in writing that a specific longer period of review time is necessary for more complex change order proposals or claims. If USD disagrees with the proposed change order or a proposed claim approval, USD shall include the reasons for its disagreement in its written responses. In the event that the City project manager does not receive comments from USD within the specified time, he or she shall be deemed to be authorized to use his or her best judgment with

regard to acting upon the proposed change order or claim. If USD submits timely written responses, the City shall in good faith consider such responses in acting upon the proposed change order or claim.

8.3 The City may act upon construction change orders and claims which are not "major" without consultation with USD. However, after the aggregate total of change orders or claims exceed 10% of the cost of the USD Sanitary Sewer Relocation as set forth in the Contractor's bid, City shall submit to USD staff for prior review and approval all subsequent non-major change orders or claims. This prior review and USD response shall be pursuant to Section 8.2 except that responses of USD staff shall be provided within three (3) working days for non-major change orders.

9. **RESOLUTION OF DISPUTES.** In the event the Parties should disagree regarding implementation of this Agreement, the Parties agree to use the following dispute resolution procedure.

9.1 At least one individual in a senior management position from each party will meet, in person, and attempt to resolve the dispute informally.

9.2 If the initial meeting does not resolve the dispute, the City Manager for the City, and the General Manager for USD will meet, in person, and attempt to resolve the dispute informally.

9.3 If the meeting with the City Manager and General Manager does not resolve the dispute, the matter shall be referred to a mediation with a Judicial Arbitration & Mediation Services (JAMS) representative with JAMS' fees to be split equally between the City and USD.

9.4 If neither the staff meetings nor the meditation results in resolution of the dispute, the Parties shall have the right to exercise any of its remedies available under law.

10. **GENERAL PROVISIONS.**

10.1 **RELATIONSHIP BETWEEN THE PARTIES.** This Agreement does not create any partnership or agency between the Parties.

10.1.1 USD is, and at all times shall remain, solely responsible for all acts of its officials, employees, agents, and contractors, including any negligent acts or omissions. USD is not the City's agent and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever.

10.1.2 The City is, and at all times shall remain, solely responsible for all acts of its officials, employees, agents, and contractors, including any negligent acts or omissions. The City is not the USD's agent and shall have no authority to act on behalf of USD, or to bind USD to any obligation whatsoever.

10.2 **AUTHORIZED REPRESENTATIVES.**

10.2.1 All USD services under this Agreement shall be performed by, or under the direct supervision of, USD's Authorized Representative, Richard Thow, Customer Service Coach, unless otherwise designated in writing by USD's Authorized Representative or the General Manager.

10.2.2 All City services under this Agreement shall be performed by, or under the direct supervision of, the City's Authorized Representative, Howard Young, Public Works Director, unless otherwise designated in writing by the City's Authorized Representative or the City Manager.

10.3 **INDEMNIFICATION.**

10.3.1 Pursuant to Government Code section 895.4, City shall indemnify, hold harmless, and defend USD (including its elected officials, officers, agents, and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from the Project, including without limitation, any Contractor claims or disputes, or City's obligations under this Agreement, except to the extent of USD's negligence or willful misconduct.

In addition, City will require its design and engineering consultant(s), construction manager and Contractor to indemnify, hold harmless, and defend USD and its officials, officers, agents, and employees and to include USD and its officials, officers, agents, and employees as additional insureds to the same extent that the City requires its design and engineering consultants, construction manager and Contractor to indemnify, hold harmless, and defend the City and to include the City as an additional insured.

10.3.2 Pursuant to Government Code section 895.4, USD shall indemnify, hold harmless, and defend the City (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) to the extent resulting or arising from the USD's negligent acts or omissions or willful misconduct under this Agreement.

10.4 **TERM OF THE AGREEMENT.** The term of this Agreement shall commence on the date last signed by the Parties, below, and shall continue until completion of all the obligations of the Parties under this Agreement.

10.5 **ACCOUNTING RECORDS.** The Parties shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four years. The Parties' accounting records shall include, at a minimum, all documents which support the costs and expenses related to the USD Sanitary Sewer Relocation for this Agreement, including personnel, contractors, invoices and payments, and reimbursable expenses. Each Party's accounting records shall be made available to the other Party within a reasonable time after request, during normal business hours.

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

To: City	**To: USD**
Attn: Public Works Director	Attn: General Manager
City of Newark	Union Sanitary District
37101 Newark Boulevard	5072 Benson Road
Newark, CA 94560	Union City, CA 94587

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

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

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

10.10 **ASSIGNMENT AND DELEGATION.** This Agreement, nor any portion thereof, shall not be assigned or transferred, nor shall any of a Party's duties be delegated, without the written consent of the other Party. Any attempt to assign or delegate this Agreement without the written consent of the other Party shall be void and of no force or effect. A consent by a Party to one assignment shall not be deemed to be a consent to any subsequent assignment.

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

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

10.13 **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated

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

10.14 **EACH PARTY'S ROLE IN DRAFTING THE AGREEMENT.** Each Party has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

10.15 **COUNTERPART SIGNATURES.** The Parties recognize and agree that separate counterpart signature pages may be used but that all such pages constitute one and the same Agreement.

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

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

CITY OF NEWARK	**UNION SANITARY DISTRICT**
By: _____	By: _____
David Benoun	Paul R. Eldredge, P.E.
Title: City Manager	Title: General Manager/District Engineer
Date_____	Date_____

EXHIBIT A

Union Sanitary District and City of Newark Cost Share

The Parties have agreed to the following cost sharing formula for the USD Sanitary Sewer Relocation

Common Factors:

- All design for the USD Sanitary Sewer Relocation Project and its construction related costs within the CITY's right-of-way will be the responsibility of USD.
- All design and construction related costs associated with relocation within all other areas will be the responsibility of the CITY

Basis of Calculations

- The City will design, bid, and contract to construct the Project
- Total length of sanitary sewer assets to be relocated: 1,025 LF
- Total length of sanitary sewer assets in UPRR easements: 110 LF (110/1,1025=11%)
- Total length of sanitary sewer assets in Newark ROW: 915 LF (915/1,1025=89%)

Estimated Costs

- Design $234,222
- Construction $2,350,000

Estimated Cost Share Liability – USD (89%)

- Design $208,458
- Construction $2,091,500

Estimated Cost Share Liability – Newark (11%)

- Design $25,764
- Construction $258,500

<u>Construction Management Cost Share Calculations</u>

- W = Estimated Water Line Relocation Costs $ TBD
- SS = Estimated Sanitary Sewer Line Relocation Costs $ TBD
- SS% = % of Sewer Line Costs = SS/(W+SS) $ TBD
- CM = Total CM Cost for relocation of water and sewer assets $ TBD
- SSCM = CM*SS%
- USD CM Cost Share Liability = SSCM * 89%

Costs are estimates only; final cost share will be based on actual costs and final pipe installation footage. The construction management cost-share calculations will be determined and amended to this Agreement at a future date.

F

CONTRACTUAL SERVICES AGREEMENT

DESIGN PROFESSIONALS

This Service Agreement (hereinafter "Agreement") is made and entered into this 10 day of December, 2015 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and **QUINCY ENGINEERING**, a California corporation, ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

WHEREAS, City entered into a Project Specific Funding Agreement with Alameda County Transportation Commission (ACTC) to fund Preliminary Engineering/Environmental (PE/Env) and Final Design (PS&E) phases of the Central Avenue Overpass, City Project 1014, Alameda CTC Project No. 1211.001 (hereinafter "Project").

WHEREAS, City requested proposals to perform professional engineering services for the PE/Env and PS&E phases of said Project.

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

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

NOW, THEREFORE, the Parties hereto agree as follows:

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

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

Consultant acknowledges the importance to City of City's performance schedule and agrees to put forth its best professional efforts to perform its Services under this Agreement in a

manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound professional practices.

3. COMPENSATION.

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

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of One million eight hundred ninety four thousand and No/100 Dollars ($1,894,000.00) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by City, evidenced in writing as Additional Services by Task Order (see Section 4. Additional Services of this Agreement).

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

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

Invoices shall be sent to:

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

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

C. Payment. City shall make payments to Consultant within 30 days of receipt of an acceptable invoice, or at such other times as may be specified in Exhibit "B", for Services, which are performed in accordance with this Agreement to the satisfaction of City. An acceptable invoice shall include all supporting documentation and use of Alameda CTC Vendor forms if applicable.

The Consultant agrees to pay each Subconsultant under this contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the Consultant receives from the City. Any delay or postponement from the above

referenced timeframe may occur only for good cause following written approval of the City. This clause applies to all Subconsultants.

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

4. ADDITIONAL SERVICES. In the event City desires the performance of additional services not otherwise included within Services, such services shall be authorized by written Task Order approved in advance of the performance thereof. Such Task Order shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the Parties deem appropriate for the accomplishment of such services. Except to the extent modified by a Task Order, all other terms and conditions of this Agreement shall be deemed incorporated in each such task order.

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

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

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

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

7. LOCAL BUSINESS CONTRACT EQUITY PROGRAM. Consultant shall comply with all applicable provisions of Alameda CTC's Local Business Contract Equity (LCBE) Program, incorporated herein by reference as if attached hereto.

The LCBE Goals for this project are **70% Local Business Equity (LBE)** and **30% Small Local Business Equity (SLBE).**

The Consultant shall maintain the LBE and SLBE participation levels achieved at the time the Agreement is awarded throughout the term of the Agreement unless otherwise agreed to in writing by the City.

No substitution of a listed LBE, SLBE or VSLBE Subconsultant shall be made without the prior written approval of the City. If a substitution is approved, the Consultant shall make its best efforts to replace the original LBE, SLBE or VSLBE with another LBE, SLBE or VSLBE respectively.

If the Consultant or any Subconsultant is an Alameda CTC certified LBE or a SLBE, the certificates for that entity shall be attached to this Agreement as Exhibit D.

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

9. INFORMATION AND DOCUMENTATION.

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

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

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

10. CONFLICTS OF INTEREST PROHIBITED. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Consultant shall comply with all requirements of the Political Reform Act (California Government Code Section 81000, *et seq.*) and other laws relating to conflicts of interest, including: (a) Consultant shall not make or participate in a decision made by City if it is reasonably foreseeable that the decision may have a

material effect on Consultant's economic interest, and (b) if required by law, Consultant shall file financial disclosure forms with the City Clerk. If Consultant maintains or acquires a conflicting interest, any contract with City (including this Agreement) involving Consultant's conflicting interest may be terminated by City.

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

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

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

A. Verification of Coverage.

Consultant shall furnish City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements that affect the coverage required by these specifications at any time. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

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

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

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

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

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

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

C. Minimum Limits of Insurance.

Consultant shall maintain limits no less than:

1. General Liability: (including products-completed operations, personal and advertising injury)	**$5,000,000** per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:	**$2,000,000** per accident for bodily injury and property damage.
3. Employer's Liability:	**$2,000,000** per accident for bodily injury or disease.
4. Errors and Omissions Liability:	**$2,000,000** per occurrence or claim.

D. Deductibles and Self-Insured Retentions.

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

E. Claims Made Policies.

For all "claims made" coverage, in the event that Consultant changes insurance carriers Consultant shall purchase "tail" coverage or otherwise provide for continuous coverage covering the Term of this Agreement and not less than five (5) years thereafter. Proof

of such "tail" or other continuous coverage shall be required at any time that the Consultant changes to a new carrier.

F. Wasting Policies.

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

G. Remedies.

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

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

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

3. Terminate this Agreement.

H. Acceptability of Insurers.

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

I. Other Insurance Provisions.

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

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

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

3. Notice of Cancellation. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty

(30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Similarly, no major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement.

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

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

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

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

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

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

14. REPORTING DAMAGES. If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 17, hereinbelow) a written report (in a form acceptable to the City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage and whether any City property was involved.

15. INDEMNIFICATION/SAVE HARMLESS. To the fullest extent permitted by law, Consultant shall (1) immediately defend and (2) indemnify Alameda CTC, its officers, employees and consultants, City, its officers, officials, directors, employees, and volunteers from and against all liabilities regardless of nature or type arising out of or resulting from Consultant's negligence, recklessness, willful misconduct, or wrongful act or omission of Consultant, or its

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

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

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

17. TERM/TERMINATION.

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

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

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

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

QUINCY ENGINEERING, INC.	CITY OF NEWARK
PROJECT MANAGER	PUBLIC WORKS DIRECTOR
Consultant	**Administrator**
Address: Quincy Engineering, Inc. Attn: Thomas Wintch 7901 Stoneridge Drive Suite 499 Pleasanton, CA 94588	City of Newark Attn: Peggy Claassen 37101 Newark Boulevard Newark, CA 94560

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

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

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

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

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

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

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

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

28. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the Parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents

incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

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

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

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

CITY OF NEWARK,
a municipal corporation

By _____
City of Newark
Mayor Alan L. Nagy

Date December 10, 2015

QUINCY ENGINEERING, INC.
a California corporation

By _____
Consultant

Date 12/1/15

John S. Quincy President
Printed Name, Title

Attest:

_____
City Clerk

Date 12/10/2015

Approved as to form:

_____
City Attorney

Date 12-10-15

TASK ORDER No. 1

Addition to

CONTRACTUAL SERVICES AGREEMENT (DESIGN PROFESSIONALS)

for

DESIGN PHASE OF CENTRAL AVENUE RAILROAD, PROJECT 1014

The City desires and hereby authorizes the performance of additional services under the Contractual Services Agreement, Design Professionals (Agreement) with Quincy Engineering, Inc., dated December 10, 2015 (C15044). The proposed scope and compensation of these additional services is described below and in further detail on the attached Exhibit A. Except to the extent modified by a task order, all other terms and conditions of the Agreement shall be deemed incorporated in this task order. The Task Order No. 1 summary is as follows:

Task No.	Task Description	Cost
1.1,1.3	Project Management Services increase due to scope changes and extended project schedule	$ 112,526.40
2.3	Surveys, Mapping and Right-of-Way increased technical effort	$26,675.40
2.4	Traffic Management Plan reports and analysis including review of 2040 forecasts and expanded options for detour routing	$ 38,741.60
2.6	Utility Coordination (increased utility relocation and coordination effort with local utilities in the project area)	$238,474.40
2.8	Additional Environmental Investigations and Reports – Hazardous Materials Report (revised Phase II investigation scope)	$ 49,873.80
2.10	Additional analysis of roadway alternatives and bridge structure types	$ 61,954.80
4.1	Traffic signalization plan design and coordination at Central Avenue and Sycamore Street	$ 23,721.00
5.1	Temporary traffic signalization plans along detour routes	$ 46,149.00
5.1	Sidewalk and Bike Lane Extensions	$ 19,441.20
New	Advanced Right-of-Way Services for future Property and Easement Acquisitions as part of final design	$ 110,471.20
	Other Direct Costs	$ 850.00
	Subtotal	$ 728,878.80

Task Order No. 1 (continued)

Subtotal for Supplemental Work and Additional Services:	$728,878.80
Quincy Subconsultant Fee:	$ 21,679.80
Contingency (15%):	$109,331.82
Total for Task Order No. 1:	$859,890.42
(Rounded to):	$860,000.00

Consultant's Services. Consultant shall perform the additional services described above and on the attached Exhibit A in accordance with the original Agreement, incorporated herein by reference.

"Not to Exceed" Compensation. The "not to exceed" total compensation for services described above is an additional $860,000, for a total compensation not to exceed $2,754,000.

CITY OF NEWARK,
a municipal corporation

David Benoun, City Manager

Date 3-27-19

QUINCY ENGINEERING, INC.
a California corporation

Jeff W Olson, Principal Engineer

Date 3/18/19

Attachments:

Exhibit A – Task Order No. 1 (Cost Details)

Exhibit A
Task Order No. 1 - Central Avenue Overpass, Project 1014

	Project Number: N13-100	Project Name: Central Avenue Overpass, Project 1014																							
	TASKS	Principal Eng.	Senior PM	Senior Eng.	Senior Eng.	Assoc Eng.	Senior Eng. Tech	PM Asst	Principal Eng.	Senior PM	Senior Eng.	Senior Eng. Tech	Assoc Eng.	PM Asst	Assist Eng. II	Quincy Total Hours	Quincy Total Labor Dollars	Quincy Total Labor Dollars incl Escalation	TJKM	JMA Civil	RJA	Baseline	ARWS	Kittelson	WRECO	PGADesign	Parkh	Subconsultant Subtotal
No.	Input Hourly Rate	JO $280	TW $260	MJ $235	GY $295	AM $200	SN $175	DA $135	TK $270	LSc $240	Dca $230	CP $155	MI $140	ER $125	CS $155		Direct Labor	Escalation Multiplier										
Supplemental Work																		2.0%										
1.1 & 1.3	Project Management Services (increase in services due to increased scope and schedule extension)	20	40	360				72								492	$110,320.00	$112,526.40										$0.00
2.4	Traffic Management Plan Report															0	$0.00	$0.00	$17,600									$17,600.00
2.6	Utility Coordination (increased utility coordination effort)	6	28	192	26	16	208	18								494	$102,220.00	$104,264.40		$134,210								$134,210.00
2.8	Environmental - Hazardous Materials Report (revised Phase II investigation scope)		4	10		14										28	$6,190.00	$6,313.80				$43,560						$43,560.00
2.10	Roadway Alternatives and Structures Type Analyses	10	30	60	40	12	120	24								296	$60,740.00	$61,954.80										$0.00
2.3	Surveys, Mapping and Right-of-Way (increased technical effort)			12			14									26	$5,270.00	$5,375.40			$21,300							$21,300.00
	Total Hours - Supplement Work	36	102	634	66	42	342	114	0	0	0	0	0	0	0	1336												$0.00
	Subtotal - Supplement Work Costs	**$10,080**	**$26,520**	**$148,990**	**$15,510**	**$8,400**	**$59,850**	**$16,380**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**1336**	**$284,740.00**	**$290,434.80**	**$17,600.00**	**$134,210.80**	**$21,300.00**	**$43,560.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$216,670.80**
Additional Scope of Work																												
2.4	Traffic Management Plan Report (peer review of 2040 traffic forecasts)		18				8									26	$6,080.00	$6,201.60						$14,940				$14,940.00
4.1	Traffic signalization of Central Avenue/Sycamore Street intersection		4	6			12									22	$4,550.00	$4,641.00	$19,080									$19,080.00
5.1	Temporary traffic signalization plans along detour route		8	12		6	22									48	$9,950.00	$10,149.00	$36,000									$36,000.00
5.1	Sidewalk and bike lane extensions		4	12		6	80									102	$19,060.00	$19,441.20										$0.00
5.1	Advanced Right of Way Services for Property and Easement Acquisitions	8		32		12	48									100	$20,560.00	$20,971.20					$89,500					$89,500.00
	Total Hours - Additional Scope of Work	8	34	62	0	24	170	0	0	0	0	0	0	0	0	298												$0.00
	Other Direct Costs - Additional Scope of Work																	$850.00										
	Subtotal - Additional Scope of Work	**$2,240**	**$8,840**	**$14,570**	**$0**	**$4,800**	**$29,750**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$80,200.00**	**$82,254.00**	**$56,080**	**$0**	**$0**	**$0**	**$89,500**	**$14,940**	**$0**	**$0**	**$0**	**$159,520.00**
	Subtotal - Hours & Labor Costs																**$344,940.00**	**$352,688.80**										**$376,190.00**
	Fee																	$21,679.80										
	Contingency (15%)																	$52,903.32										$56,428.50
	Total Cost	$12,320	$35,360	$163,560	$15,510	$13,200	$89,600	$16,380	$0	$0	$0	$0	$0	$0	$0	1634	$344,940.00	$427,271.92	$72,680	$134,210	$21,300	$43,560	$89,500	$14,940	$0	$0	$0		$432,618.50

Note: Invoices will be based upon QEI Agreed Hourly Rates for the given year.
Subconsultant will be billed at actual cost plus QEI 5% markup.

Task Order No. 1 Grand Total:	$859,890.42

Q15044

TASK ORDER NO. 2
CONTRACTUAL SERVICES AGREEMENT
DESIGN PROFESSIONALS
CENTRAL AVENUE OVERPASS, PROJECT 1014

This Task Order No. 2 (hereinafter "Task Order") is made and entered into by and between the City of Newark, a municipal corporation (hereinafter "City"), and Quincy Engineering (hereinafter "Consultant").

RECITAL

A. City and Consultant entered into an agreement entitled CONTRACTUAL SERVICES AGREEMENT DESIGN PROFESSIONALS (hereinafter "Agreement"), by which the Consultant agreed to perform professional engineering services for the Preliminary Engineering/Environmental and Final Design (PS&E) phases of Central Avenue Overpass, Project 1014.

B. City and Consultant entered into TASK ORDER NO. 1 – ADDTION TO CONTRACTUAL SERVICES AGREEMENT (DESIGN PROFESSIONALS) FOR DESIGN PHASE OF CENTRAL AVENUE RAILROAD, PROJECT 1014 (hereinafter "Task Order No. 1") by which the Not to Exceed Compensation was increased to $2,754,000.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **INCORPORATION BY REFERENCE.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Agreement and Task Order No. 1.

2. **SCOPE OF TASK ORDER.** Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by reference, in accordance with the terms and conditions of the Agreement, Task Order No.1 and this Task Order No. 2.

3. **PAYMENT.** The "Not To Exceed" amount for services performed by Consultant in accordance with the Agreement, Task Order No. 1 and this Task Order No. 2 shall be increased by $734,000 for a total "Not To Exceed" amount of $3,488,000.

4. **SIGNATURES.** The individuals executing this Task represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task on behalf of the respective legal entities of the Consultant and the City.

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

CITY OF NEWARK

By: David Benoun

Title: City Manager

Date: 12/4/21

CONSULTANT
Quincy Engineering

By: Jason Jurrens, PE

Title: CA Regional Manager

Date: December 14, 2021

City of Newark – Contractual Services Agreement

Design Professionals

Central Avenue Overpass, Project 1014

Task Order No. 2

EXHIBIT A

CENTRAL AVENUE OVERPASS PROJECT
Contract Amendment No. 2
Supplemental Work / Additional Scope of Work

SUPPLEMENTAL WORK

Phase 1; Tasks 1.1 & 1.3 -- Project Schedule Extension

Project Management and Meetings

The contract design scope dated December 10, 2015 anticipated a Project duration (through Final PS&E) of 20 months. The level of effort for project management activities, design team supervision and anticipated project meetings was estimated at 328 hours. Amendment No. 1 was granted to cover extension of the project duration by 21 months (to April 2019). Final PS&E has been delayed pending resolution of frontage and conform coordination with adjacent property owners as well as the delays in utility agreements and substantial completion of utility relocation designs. Final PS&E expected to be completed by the end of April 2022 (allowing for the six-month duration of the wet utility design), representing a 37-month schedule extension from the previous amendment.

Phase 1; Task 1.4---Public Outreach

Additional Property Owner Coordination

Additional meetings with key Property Owners to describe the benefits and impacts of the Central Avenue Overpass project, to discuss potential project issues, to hear of their concerns, to reinforce the City's goals and expectations, and to discuss potential mitigations or solutions to their concerns are needed as property ownership or management have changed for two of the sites. Quincy has had multiple meetings with five impacted property owners. Meetings with these property owners have been necessary to either address follow up questions they've had or introduce the team to new property owners or property management companies. Current known property owner issues are access and circulation impacts plus aesthetic and physical impacts of the raised road grade adjacent to properties. Ten additional meetings are assumed to be needed. Additional exhibits are anticipated to communicate impacts to the property owners as well.

Phase 2; Task 2.6---Utility Coordination

Additional Utility Agency Coordination

Coordinate with utility agencies for utility relocations required by the project. This coordination is anticipated to include site meetings with utility representatives (4 assumed), monthly joint utility meetings to progress design of relocations and provide a forum for utility owners to vet conflicts with

designs (8 assumed). Individual meetings with utility owners are also anticipated (20 assumed, including 12 bi-weekly meetings with PG&E through April 2022). Utility mapping exhibits will be updated as needed to reflect any changes in the utility relocation designs.

ADDITIONAL SCOPE OF WORK

Currently the project design delivery is in the 95% PS&E stage. In order to help advance the project development towards completion, Quincy Engineering (QEI) is proposing the following Project Coordination tasks be performed by QEI and our subconsultant, Associated Right of Way Services.

Advancement of the project will be done by addressing specific tasks as listed below, as directed by and approved in advance by the City.

Phase 2; Task 2.4---Traffic Management Plan Report

Additional Analysis of Detour Impacts

Quincy Engineering subconsultant, TJKM, assessed the impacts of the proposed detours at the intersections of Sycamore Street/Graham Avenue and Sycamore Street/Graham Avenue and include the results in an updated Traffic Management Plan. Also, Cargill Salt requested that the City assess the impacts of constructing a new driveway along Morton Avenue and Central Avenue/Morton Avenue operations due to the closure of an existing driveway. Lastly, the distribution center across from Cargill Salt (McCollisters Transportation Group) wanted to evaluate the impacts of converting Central Avenue/Morton Avenue from a three-legged intersection into a four-legged intersection due to the closure of one of their existing driveways.

For this purpose, TJKM performed the following additional services for the project:

1. Collected Turning Movement Counts at the intersections of Sycamore Street/Graham Avenue and Sycamore Street/Clarke Avenue.
2. Updated the Traffic Management Plan based on the impacts of the detour routes at Sycamore Street/Graham Avenue and Sycamore Street/Clarke Avenue.
3. Evaluated the impacts of a new driveway along Morton Avenue and Central Avenue/Morton Avenue operations based existing data and data provided by Cargill Salt.
4. Evaluated the impacts of converting Central Avenue/Morton Avenue into a four-legged intersection once McCollisters Transportation Group provides the data for their driveway.

TJKM utilized the existing Synchro models developed for the project and added driveway trips from both Cargill Salt and McCollisters Transportation Group to evaluate the operations at Central Avenue/Morton Avenue.

Phase 2; Task 2.6---Utility Coordination

Liaison between City Building Inspection Division, Property Owners and Utility Owners

To advance approval of private electric service meters and other new utility service meters required by the project's impacts on fronting properties, we will meet with City Building Department to assess what supporting documents the Building Inspection Division will need to approve service permits. We will also support the property owners during coordination with PG&E on service connection needs. It is anticipated that there are two parcels that will require service upgrade or relocation.

Phase 5; Task 5.3 & 5.5---90% & 100% PS&E

Morton Avenue Driveway, Additional Temporary and Permanent Signals & Detour Striping

TJKM is providing the following additional design services to prepare traffic signal design plans and detour signing and striping plans at the following intersections. The additional design services are based on the recommendations from the updated traffic analysis and Final Traffic Management Plan report for the project. Plans, project special provisions and estimates will be provided for inclusion in the Overpass contract documents.

1. Permanent Traffic Signal at Morton/Central Ave intersection
    a. Conductor and Pole schedules and layout sheets will be prepared along with any detail sheets required. We will prepare functional design drawings for the traffic signal design installation. The plans will provide the layout of the new traffic signal poles, cabinets, video detection system, UPS system, internally illuminated LED street name signs, intersection safety lighting, audible pedestrian push buttons, emergency vehicle preemption system, and roadside signs.
    b. TJKM will prepare a commercial service application on PG&E's website and coordinate with PG&E for the service connection. The City to pay the design fees charged by PG&E for designing the primary service to the traffic signal.
2. Temporary Traffic Signal at Sycamore/Graham intersection
    a. TJKM will prepare functional design drawings for the temporary traffic signal design installation. The plans will provide the layout of the new span wire temporary traffic signal poles, cabinets, video detection system, intersection safety lighting, pedestrian push buttons, emergency vehicle preemption system, and roadside signs.
    b. TJKM will prepare the commercial service application and coordinate with PG&E for any service upgrades, disconnect/reconnect service if needed. City of Newark to pay the design fees charged by PG&E for design of their primary service for the temporary traffic signal.
3. Detour striping plans for 3 intersections - Central Ave/Cherry, Thornton/Sycamore and Sycamore/Carter
    a. The detour striping plans will illustrate the on-street parking removal and the turn pocket storage lengths required during construction.

Phase 5; Task 5.6---UPRR Final Design Coordination

Additional Submittal to UPRR

Quincy subconsultant, JMA, made an out of scope 90% submittal to UPRR to progress anticipated coordination items with UPRR in advance of the 100% submittal due to the complexities of the site, such as maintenance access and bridge length, and the protracted project schedule putting the 100% submittal further into the future. Submitting the 90% package/draft CPUC GO-88 application has allowed for UPRR coordination to progress.

UPRR Utility Applications

To assist with the progression of the project, JMA will prepare and file utility license agreements for the utilities within UPRR's ROW on an as-requested basis. We have included up to nine (9) application submittals and up to one (1) resubmittal for each utility, if required by UPRR. Design of the relocation or protection of any utilities is not included. Application filing fees will be the responsibility of the City or others.

Phase 5; Task 5.8---Bidding and Award Services

Additional Bidding Services

Attendance at a pre-bid meeting was not included in the original scope of work. With this amendment, attendance by Quincy Project Manager and Bridge Project Engineer at the pre-bid meeting has been added.

Also added to the scope of work for this task is additional assistance from JMA during bidding to attend the pre-bid meeting and support the team in coordinating inquiries related to railroad coordination during bidding.

Phase 5; Task 5.9---Right of Way Services

Right of Way Pre-Acquisition Discussions

Led by Associated Right of Way, and on an as-needed basis, we can perform pre-acquisition discussions with property owners without making any irrevocable commitments to property acquisitions. At this stage, discussions would need to be limited to right of way process as negotiations cannot begin until the appraisal process has been completed.

Some of the tasks included in the pre-acquisition discussions are:

- Engage in discussions with property owners to discuss the project in general and acquisition process specifically. These meetings should also include someone from engineering design team to respond to questions about project design.
- Gather information on concerns of the property owners and discuss issues without discussing actual compensation or negotiating with the owners.
- After discussions have occurred with the property owners, provide value engineering support and have discussions with the City and Quincy regarding the feasibility of potential modifications to the project design

- Participation in City public outreach meetings, AR/WS can attend to discuss the appraisal/acquisition process

Phase 5; Task 5.11---ACWD Relocation Design

Water Line Relocation PS&E

Alameda County Water District has requested waterline relocation design be included as part of the design plans for the Project. This task would provide the design for relocating approximately 2550 linear feet of 18-inch potable water transmission main, 465 linear feet of 16-inch concentrate water transmission main, 710 linear feet of undergrounding the existing above-grade 16-inch concentrate transmission main, and 270 linear feet of 14-inch potable water transmission main. The design will incorporate Fire Department requirements for hydrant locations and abandonment of an existing water well.

Discussions with ACWD have indicated that the existing facilities will be relocated to the north and south of the roadway/bridge alignment with access provided for maintenance operations.

Murraysmith, as a subconsultant to Quincy Engineering, will prepare the design plans, specifications, and estimates (PS&E) suitable for bidding and construction of this pipeline relocation as part of the Overpass project. The plans will incorporate ACWD Standard Specifications for Water Mains and Standard Drawings.

All improvement plans will be prepared to a scale of 1" = 20'.

The first submittal will take place at 65% completion. A draft set of specifications will be submitted, along with an estimate of probable construction cost.

After ACWD's review we will incorporate any comments and develop a 95% set of plans and specifications. The opinion of probable construction cost will be updated.

Upon resolution of ACWD's 95% comments, a 100% or Final PS&E package will be assembled for advertisement and bidding.

Quincy Engineering merged with Murraysmith in 2019 though both firms remain separate legal entities for the time being. For this reason, we present Murraysmith as a subconsultant to perform the water and line relocation. Quincy will waive the 5% subconsultant markup for Murraysmith's fee. See attached detailed scope and fee for the City's use in finalizing the agreement with ACWD.

Phase 5; Task 5.12---USD Relocation Design

Sewer Line Relocation PS&E

The Union Sanitary District (USD) is seeking professional engineering services to provide the design for relocating approximately 1000 linear feet of 10- and 15-inch gravity sewer. The goal is to relocate the pipelines prior to the construction of the grade separation project. The sewer will be relocated to the north of the roadway/bridge alignment to make it easier to access the pipeline in the future for maintenance, and to move out of the way of bridge construction in the short term.

Discussions with USD have indicated that the existing facilities will be relocated to the north of the roadway/bridge alignment with access provided for maintenance operations.

Murraysmith, as a subconsultant to Quincy Engineering, will prepare the design plans, specifications, and estimates (PS&E) suitable for bidding and construction of this pipeline relocation as part of the Overpass project. The plans will incorporate USD Standard Specifications for Sewer Mains and Standard Drawings.

All improvement plans will be prepared to a scale of 1" = 20'.

The first submittal will take place at 65% completion. A draft set of specifications will be submitted, along with an estimate of probable construction cost, with a 20% contingency.

After USD's review we will incorporate any comments and develop a 95% set of plans and specifications. The opinion of probable construction cost will be updated.

Upon resolution of USD's 95% comments, a 100% or Final PS&E package will be assembled for advertisement and bidding.

Quincy Engineering merged with Murraysmith in 2019 though both firms remain separate legal entities for the time being. For this reason, we present Murraysmith as a subconsultant to perform the sewer line relocation. Quincy will waive the 5% subconsultant markup for Murraysmith's fee. See attached detailed scope and fee for the City's use in finalizing the agreement with USD.

DESIGN SERVICES DURING CONSTRUCTION

The Quincy Team will support the City and the City Construction Management (CM) Team during the construction of the Central Ave OH. It is our understanding that the CM team will be providing full construction management services and that Quincy will be supplementing them with technical design support and structural shop plan review.

Estimating the necessary level of construction design support is difficult because effort is largely dependent on field conditions and the contractor/CM team expertise. The following tasks outline our approach and assumptions for providing construction support services. Quincy has estimated hours based on averages from past similar projects. Precast Wide Flange bridges often require a larger construction support effort due to the higher number of shop drawings and construction submittals that must be reviewed for this bridge type.

Likewise for our subconsultants' designs, it is difficult to estimate level of effort for the various submittals, RFIs and change orders that may arise during construction. Allowances for their levels of effort have been included in this scope and fee. All work during this phase will be done on time and materials basis.

Phase 6; TASK 6.1--- PROJECT MANAGEMENT

Quincy will provide Project Management tasks which include coordination with the City, CM Team, Invoicing and schedule review. Quincy assumes the job will last approximately 240 working days or about 12 months. Quincy will be involved in the following project management tasks:

- Participation in (12) phone conferences by the Project Manager and Bridge Project Engineer (1 hr per meeting assumed)
- Monthly Invoices, Progress Reports (2 hour per month)

The Quincy Team has assumed 48 hours for this task.

Phase 6; TASK 6.2--- PROJECT MEETINGS

Quincy has assumed that both the Project Manager and the bridge Project Engineer will attend the Contractor Pre-construction meeting. The Quincy Team has assumed 16 hours to prepare for and attend this meeting.

Phase 6; TASK 6.3--- CONSTRUCTION SUPPORT

Quincy staff will evaluate and respond to construction related Requests for Information posed by the Contractor. This includes providing support through answering phone calls, formal RFI submittals, providing detailed interpretation of questions and providing support for modifications that will need to be implemented and identified on the redline as-builts. Quincy has assumed 4 RFIs per month for a total of 12 months and an effort of 4 hours per RFI. Quincy Team has assumed 192 hours for this task.

Quincy staff will support the City and CM team with analyzing construction issues that may result in a Contract Change Order. As required, Quincy will support the CM team in preparing and negotiating Contract Change Orders for authorization by the City as agreed to by the Contractor. Quincy has assumed involvement with 6 CCOs and that the level of effort would be 20 hours per CCO. Should a CCO be required because of an oversight by the Quincy Team, those efforts would not be billed to the City. Quincy Team has assumed 120 hours for this task.

RFIs related to the drainage, signal and lighting, planting and irrigation and water and sewer relocations will be forwarded to Quincy subconsultants. It is assumed that up to 6 RFIs will be forwarded to WRECO, TJKM, PGA and Murraysmith for processing.

Phase 6; TASK 6.4--- SUBMITTALS AND SHOP DRAWING REVIEW

As the Engineer or Record for this bridge, this task involves the review of the Contractor's shop drawings and submittals and either making recommendations to the CM Team for authorization or rejection of the plans, or stamping the plans authorized or rejected.

The largest construction support effort will be review of the shop plans. In the process of completing these reviews, coordination will be required with the subcontractors who provided the shop plans. Quincy assumes one primary review and a second cursory review confirming that comments have been adequality addressed.

Quincy has assumed review of the following Contractor developed submittals and shop plans. If not explicitly listed below, Quincy assumed the City CM Team will be responsible for the review. Quincy assumes that the City CM Team will perform all source inspection and coordinate all UPRR submittals.

- CIDH Pile Installation Plan (12 hrs)
- Precast Concrete Girder Shop Plans (24 hrs)
- MSE Wall Shop Plans - 7 Walls (56 hrs)
- Girder Erection Plan (16 hrs)

- Joint Seal Assembly Shop Plan (4 hrs)
- Miscellaneous Metal Pipe Pin Shop Plan (8 hrs)
- Miscellaneous Metal Joint Armor Protection Shop Plan (4 hrs)
- Type 732 Concrete Barrier Shop Plan (16 hrs)
- Tubular Handrailing Shop Plan (24 hrs)
- Chain Link Railing Shop Plan (24 hrs)

The following submittals are anticipated for non-structures items and will be reviewed by Quincy subconsultants:

- Signal Equipment (including mast arm poles)
- Lighting Equipment (including poles)
- Irrigation Facilities (including controller equipment)
- Water Facilities (including chlorination procedure)
- Sewer Facilities (including structures)

Phase 6; TASK 6.5--- FIELD VISITS

Quincy staff will perform up to four (4) site visits to answer questions and resolve issues as requested by the City. Quincy could provide input on questions in the field or possible special observation or coordination during some of the work items. These observations may coincide with the following operations:

- CIDH Pile Installation
- Erection of the precast girders

Quincy's personnel during these field visits will monitor the Contractor's performance from the perspective of quality, cost, and schedule. Following each field visit a summary report and diary of Contractor's construction activities will be completed and transmitted to the City for review and filing.

Quincy subconsultants may also need to visit the site with an allowance for 2 site visits each to support the drainage structure, water and sewer relocations, signal and lighting and landscaping and irrigation activities.

Phase 6; TASK 6.5--- RECORD DRAWINGS/AS-BUILTS

Quincy Team will prepare "As-Built" record drawings following completion of construction of the project based upon marked-up hard copy or .PDF plans furnished by the City CM team showing any changes made during construction. The information will be transferred into the project CADD files. Quincy will develop a pdf for submittal to Caltrans for input into the BIRIS system.

Cost Proposal

	Project Number: 19-5131.00	Project Name: City of Newark – Central Avenue Overpass – Amendment 2																			
	TASKS	Principal Eng	Senior Eng	Senior Eng	Principal Eng	Senior Eng	Senior Eng	Project Eng I	Project Eng I	CAD Tech	PM Asst	Salary Total Hours	Quincy Total Man Labor Costs	Quincy Total Labor Dollars incl Escalation	T.MA	JMA	ARAHS	PSA	WRECO	Montgomery	Subconsultant Subtotal
No.	Initial Hourly Rate	$/hr	$/hr	$/hr	$/hr	$/hr	$/hr	$/hr	$/hr	$/hr	$/hr		Direct Labor	Escalation Multiplier							
Supplemental Work														3.0%							
1.1 & 1.2	Project Management Services (Increase in services due to increased scope and schedule extension)	30	100								74	204	$45,441	$47,371							$0
1.4	Public Outreach/Property Owner Coordination		30			4		24				58	$11,830	$12,067							$0
2.4	Traffic Management Plan Report											0	$0	$0	$6,720						$6,720
3.2	Additional Utility Coordination		40	120				40				200	$45,880	$46,798							$0
Additional Scope of Work																					$0
2.8	Utility Coordination/Service Meters				20							20	$5,600	$5,711							$0
5.2 – 5.5	90% & 100% PS&E (Traffic)		4					8				12	$2,220	$2,264	$42,000						$42,000
5.8	UPRR Final Design Coordination		24			24						48	$11,280	$11,506		$47,250					$47,250
5.8	Bidding and Award Services		8			8						16	$2,920	$2,979		$7,922					$7,922
5.9	Right of Way Services/Pre-acquisition Documents											0	$0	$0			$10,000				$10,000
5.11	W/WS Relocation Design		12					32				54	$8,340	$8,507						$122,963	$122,963
5.12	UVD Relocation Design		12					32				54	$8,340	$8,507						$77,084	$77,084
												0	$0	$0							$0
Design Services During Construction																					$0
6.1	Project Mgmt (12 months)		36			12						48	$11,280	$11,506							$0
6.2	Meetings (2)		8			4						12	$2,760	$2,815							$0
6.3	Construction Support (RFI and CCO)		72			170		64				312	$68,520	$69,890	$8,250			$7,200	$12,500	$14,000	$40,750
6.4	Submittals and Shop Drawings		8			12	76		100			196	$35,800	$36,516	$4,000			$4,500		$5,500	$14,000
6.5	Field Visits (8)		16			16						32	$7,520	$7,670	$1,500			$1,400	$1,400	$2,200	$7,300
6.6	Record Drawings As-Builts		4			4				80		88	$13,520	$13,770	$2,000			$2,000	$1,500	$3,000	$7,500
																					$0
	Subtotals Hours & Labor Costs	30	393	120	20	303	76	240	100	80	74	1,246	$276,151	$282,411							
	Other Direct Costs													$200							
	Fee													$6,413							
	w/Infl & 20% Contingency (18%)													$51,943							$240,964
	Total Cost	$0.000	$81,120	$30,000	$5,000	$61,170	$19,000	$59,000	$19,000	$13,440	$9,840	$276,150	$276,151	$340,511	$60,250	$54,977	$10,000	$15,100	$14,400	$32,150	$482,794

Note: Invoices will be based upon QEI Agreed Hourly Rates for the given year.
Subconsultant Fee of 5% not applied to Microsynth tax or Contingency.

$ 723,711

Cost Proposal

City of Newark - Central Avenue Overpass - Amendment 2

Supplemental Work

Date: 11/3/2021

	Quincy Engineering, Inc.				
	Direct Labor:				$278,252.00
	Escalation for Multi-Year Project (2.0%):				$5,565.04
A.	Labor Subtotal				**$283,817.04**
	Subconsultant Costs:				
	TJKM				$66,420.00
	JMA				$74,917.00
	AR/WS				$15,000.00
	PGA				$15,100.00
	WRECO				$16,600.00
	Murraysmith				$220,154.00
	Contingency				$31,948.14
B.	Subconsultant Subtotal				**$440,139.14**
	Other Direct Costs:				
	Travel	600 miles @	$0.560		$336.00
	Pier Diem/ Hotel	days @	$150.00		$0.00
	Delivery	@	$20.00		$0.00
	Vendor Reproduction				
	Vellum	@		$0.00	
	81/2 X 11 Reproduction	@		$0.00	
	11 X 17 Reproduction	@		$0.00	
	Vendor Reproduction				
	Vellum	@		$0.00	
	81/2 X 11 Reproduction	@		$0.00	
	11 X 17 Reproduction	@		$0.00	
	Mounting Boards for Presentations	@		$0.00	
	Newsletters (Translation and printing)	@		$0.00	
	Subtotal Vendor Reproduction				$0.00
	Title Report	@			$0.00
	Miscellaneous				$0.00
C.	Other Direct Cost Subtotal:				**$336.00**
	Labor Subtotal A. =				$283,817.04
	Subconsultant Subtotal B. =				$440,139.14
*	Subconsultant Fee (5.0%):				$9,401.85
	Other Direct Cost Subtotal: C. =				$336.00
	ODC Fee (5.0%):				$16.80
	TOTAL =				**$733,710.83**

Note: Invoices will be based upon QEI Agreed Hourly Rates for the given year.

* Subconsultant Fee of 5% not applied to Murraysmith fee or Contingency.

murraysmith + QUINCY ENGINEERING

ACWD Water Line Relocations

PROJECT UNDERSTANDING

The Alameda County Water District (ACWD) has requested waterline relocation design be included as part of the design plans for the Central Avenue Overpass Project. The goal is to relocate the pipelines prior to the construction of the proposed Overpass currently being designed by Quincy. The Water Line Relocation scope will include relocating approximately 2550 linear feet of 18-inch potable water transmission main, 465 linear feet of 16-inch concentrate water transmission main, 710 linear feet of undergrounding the existing above-grade, 16-inch concentrate transmission main, and 270 linear feet of 14-inch potable water transmission main. The design will incorporate ACWD standards, Fire Department requirements for hydrant locations, and include abandonment of an existing water well. The water lines will be relocated to the north of the roadway/bridge alignment to make it easier to access the pipeline in the future for maintenance, and to move out of the way of bridge construction in the short term.

The work will include civil engineering design, plans, specifications, and estimates (PS&E) suitable for bidding and construction of this pipeline relocation. Land surveying, geotechnical investigations, environmental review, cathodic protection, and all other related work will be provided by others under the Overpass Project.

Specific project requirements to be included in the scope of work for the Water Line Relocations are listed below:

- ✓ Relocation of the transmission mains as shown on the layout plan provided by Quincy
- ✓ Existing buried water lines will be abandoned in place
- ✓ Bore/Jack design under Railroad
- ✓ Coordination with the Quincy Transportation design team
- ✓ Coordination with the ACWD

Project requirements to be provided and/or prepared by others under the Central Avenue Overpass Project include:

- Surveying (Topo, Right of Way, Property Lines)
- Geotechnical Investigation and Reporting
- Environmental Studies
- Traffic Control Planning
- SWPPP Details
- Permitting; Caltrans, City and County Encroachment Permits, and Union Pacific Railroad Crossing
- Hydraulic information
- Material requirements

Information about the existing water pipelines is based upon the record drawings provided by the City, ACWD, and field exploration and layout provided by Quincy.

Pipeline material will match the existing or as requested by ACWD. Fittings and appurtenances will be designed to ACWD standards.

The bore/jack crossing at UPRR will be coordinated by others, under the Overpass Project. The proposed sleeve under the RR will be designed and sized according to the permit which will be acquired by Quincy and their utility coordination consultant. The new transmission main and casing will be installed utilizing the bore and jack method.

APPROACH AND WORK PLAN

Murraysmith proposes to complete the Water Line Relocation task based on the following work plan.

Task 1: Project Management and Coordination

Project management includes project administration, scheduling of staff, review of work, coordination with Quincy (roadway/bridge) project staff, monitoring of budget and schedule, and correspondence with City staff. Our Project Management Assistant and Project Manager will prepare monthly progress reports and cost summaries, which will be included with each invoice. It is anticipated that the Water Line Relocation Project Manager, along with key designers, will attend up to two (2) meetings, via Microsoft Teams, or similar platform.

QA/QC reviews on each deliverable prior to submittal to ACWD will be performed. Review of documents will focus on conformance with project goals and ACWD Standard Drawings and Specifications, completeness of documents, accuracy of calculations, interdisciplinary coordination, and overall presentation, as well as responses to and resolution of comments/concerns provided by City staff.

Deliverables: Monthly invoices with progress reports and cost summaries.

Task 2 - Coordination with Client

Murraysmith will coordinate directly with Quincy for all Overpass Project related background data acquisition and utility conflict resolution. Murraysmith staff will coordinate directly with ACWD to review, understand, and incorporate the standards and design requirements of the District.

Coordination of all relocation projects, permitting, easements, and providing required information such as background data, any conflict resolution with concurrent relocation projects, and requirements/permit acquisition with UPRR are not included in Murraysmith's scope of work.

Task 3 - Preparations of PS&E

It is understood that Quincy will prepare and incorporate temporary erosion control BMP's and requirements for the contractor to develop a Water Pollution Control Plan (WPCP) into the contract documents. A Qualified SWPPP Developer and Practitioner (QSD/QSP) will review and lead this effort.

Traffic Control Planning for the pipeline relocations will be provided by Quincy in reference to Caltrans requirements for lane closures on two lane conventional highways. The contractor will be required to submit a detailed Traffic Control Plan.

Murraysmith will develop plans, technical specifications, and opinion of probable construction costs for the Water Line Relocation Project. The plans will incorporate ACWD Standard Specifications for Water Mains and Standard Drawings. These PS&Es will then be incorporated into the overall Overpass Project.

It is anticipated that the Water Relocation plan sheets will include the following:

- ✓ Abbreviation, Symbols, and Legend (1)
- ✓ Notes (1)
- ✓ Water Pipelines - Plan and Profile (8)
- ✓ Connection Details, Bore/Jack Details, and Standard Details (5)
- ✓ Cathodic Protection Standard Details (1)
- ✓ Appurtenances (2)

✓ Well Abandonment (1)

All improvement plans will be prepared to a scale of 1" = 20'

The first submittal will take place at 65% completion. A draft set of specifications will be submitted, along with an estimate of probable construction cost.

After ACWD's review we will incorporate any comments and develop a 95% set of plans and specifications. The opinion of probable construction cost will be updated.

Deliverables: Four (4) half sized sets of the 65% design submittal will be presented to ACWD for review. The submittal will include designs for the pipeline relocation with plan and profile views showing the pipeline along with details including, but not limited to connection details, ARVs, Blow-offs, etc.

One progress meeting will be scheduled with ACWD staff to review the comments for the 65% design submittal.

One (1) full size set of the 100% design submittal will be transmitted electronically to ACWD for bidding. These documents will include stamped and signed drawings, contract documents, and engineer's opinion of probable construction cost.

The final set of Water Line Relocation PS&E will be incorporated into the overall Project Contract Documents for advertisement and bidding.

Assumptions

- The alignment will be designed as shown on the Utility Layout provided by Quincy
- Cathodic protection design, if needed, will be done by others. Assuming that the existing pipeline is fully protected and in working order, the plans will show standards for bonding new joints and then specify that the connections (new to existing) must be tested and returned to pre-construction condition. If after further discussions with ACWD, it is determined that cathodic protection design is needed, a subconsultant will be added to the project to perform the cathodic protection design under separate scope and fee.
- Permitting: All necessary UPRR, Caltrans, City, and County (including well abandonment) permit acquisition will be performed by others
- Surveying (Topo, Right of Way, Property Lines, Easements, Control Points) has been performed by others and will be sufficient for a base map
- Geotechnical Investigation and Reporting has been performed by others and no additional geotechnical investigation is required
- Environmental Studies for the Water Line Relocation work are included in the Overpass Project
- Potholing to verify the location of existing utilities has been performed by others and additional potholing is assumed not to be needed. Overpass Project
- ABC letters will be performed by Quincy
- ACWD will provide District standards for incorporation into the Technical Specifications for the pipeline and appurtenances.

Schedule

Assuming all pertinent information has been provided by ACWD, the following is an estimated schedule, to be coordinated with Quincy:

65% Submittal - 10 weeks from NTP

95% Submittal - 6 weeks from receipt of City and ACWD's comments on 65% submittal

Final (Bid Set) Submittal - 4 weeks from receipt of City and ACWD's comments on 95% submittal

Cost Proposal

10/11/2021

	Project Number: N13-100	Project Name: Central Avenue Grade Separation - Amendment No. 2 ACWD Relocation										
		Quincy Staff										
	TASKS	Principal Eng.	Senior Eng.	Senior Eng.	Assoc Eng.	Senior Eng. Tech	Pw Asst	Quincy Total Hours	Quincy & Munnysmith Total Labor Dollars	Quincy & Munnysmith Total Labor Dollars incl Escalation	Munnysmith	Subconsultant Subtotal
		JO	MJ	GY	AM	MDi	DA		Direct Labor	Escalation Multiplier		
No.	Initial Hourly Rate:	$260	$230	$230	$200	$160	$133					
Additional Scope of Work - ACWD Relocation										2.0%		
	ACWD Waterline Relocations		12			22		34	$6,340.00	$6,466.80	$122,965	$122,965.00
	Total Hours - Additional Scope of Work	0	12	0	0	22	2	34				$0.00
	Other Direct Costs									$112.00		
	Subtotal - Additional Scope of Work	**$0**	**$2,820**	**$0**	**$0**	**$3,520**	**$266**		**$6,340.00**	**$6,578.80**	**$122,965**	**$122,965.00**
	Subtotal - Hours & Labor Costs								$6,340.00	$6,578.80		$122,965.00
	Fee									$6.44		
	Contingency (15%)									$986.82		$18,444.75
	Total Cost	**$0**	**$2,820**	**$0**	**$0**	**$3,520**	**$266**	**34**	**$6,340.00**	**$7,572.06**	**$122,965**	**$141,409.75**

Note: Invoices will be based upon QEI Agreed Hourly Rates for the given year.
Subconsultant will be billed at actual cost plus QEI 5% markup (not including Munnysmith).

$148,981.81

QUINCY ENGINEERING

Cost Proposal

10/11/2021

Central Avenue Grade Separation - Amendment No. 2 ACWD Relocation

Additional Scope of Work - ACWD Relocation

Date: 10/11/2021

	Quincy Engineering, Inc.				
	Direct Labor:				$6,340.00
	Escalation for Multi-Year Project (2.0%):				$126.80
	Subtotal				$6,466.80
	Contingency (15%)				$970.02
A.	Labor Subtotal				**$7,436.82**
	Subconsultant Costs:				
	Murraysmith				$122,965.00
	JMA Civil				$0.00
	RJA				$0.00
	Baseline				$0.00
	ARWS				$0.00
	Kittelson				$0.00
	WRECO				$0.00
	PGADesign				$0.00
	Parikh				$0.00
	Contingency (15%)				$18,444.75
B.	Subconsultant Subtotal				**$141,409.75**
	Other Direct Costs:				
	Travel	200 miles @	$0.560		$112.00
	Pier Diem/ Hotel	days @	$150.00		$0.00
	Delivery	@	$20.00		$0.00
	Vendor Reproduction				
	Vellum	@		$0.00	
	81/2 X 11 Reproduction	@		$0.00	
	11 X 17 Reproduction	@		$0.00	
	Mounting Boards for Presentations	@		$0.00	
	Newsletters (Translation and printing)	@		$0.00	
	Subtotal Vendor Reproduction				$0.00
	Title Report	@			$0.00
	Miscellaneous				
	Prevailing Wage Differential				$0.00
	Subtotal				$112.00
	Contingency (15%)				$16.80
C.	Other Direct Cost Subtotal:				**$128.80**
	Labor Subtotal A. =				$7,436.82
	Fixed Fee (0.0%)				$0.00
	Subconsultant Subtotal B. =				$141,409.75
	Subconsultant Fee (0.0%):				$0.00
	Other Direct Cost Subtotal: C. =				$128.80
	ODC Fee (5.0%):				$6.44
	TOTAL =				**$148,981.81**

Note: Invoices will be based upon QEI Agreed Hourly Rates for the given year.
Subconsultant will be billed at actual cost plus QEI 5% markup (not including Murraysmith).

Central Avenue Grade Separation - ACWD Water Line Relocation

PROPOSED FEE ESTIMATE

Staff Name	LABOR CLASSIFICATION (HOURS)										
	Principal Engineer III $263 Thayer	Principal Engineer III $263 Somaggi	Professional Engineer VII $234 Bera	Engineering Designer V $195 Bell	Engineering Designer II $169 Rathbun	Engineering Designer I $174 Campos	Administrative III $126 Rio	Hours	Labor	Expenses	Total
Task 1 - Additional Scope of Work - ACWD Relocation											
Task 1.1 - ACWD Waterline Relocations	14	44	92	128	136	152	60	610	$ 122,815	$ 112	$ 122,962
Task 1 Subtotal	14	44	92	128	136	152	60	610	$ 122,815	$ 112	$ 122,962
TOTAL - ALL TASKS	34	44	92	128	136	152	60	610	$ 122,815	$ 112	$ 122,962

USD Gravity Sewer Relocation

PROJECT UNDERSTANDING

The Union Sanitary District (USD) has requested professional engineering services to provide the design for relocating approximately 1000 linear feet of 10- and 15-inch gravity sewer. The goal is to relocate the pipelines prior to the construction of the proposed Central Avenue Overpass currently being designed by Quincy. The sewer will be relocated to the north of the roadway/bridge alignment to make it easier to access the pipeline in the future for maintenance, and to move out of the way of bridge construction in the short term.

The work will include civil engineering design, plans, specifications, and estimates (PS&E) suitable for bidding and construction of this pipeline relocation. Land surveying, geotechnical investigations, environmental review, cathodic protection design, and all other related work will be provided by others under Overpass Project.

Specific project requirements to be included in the Gravity Sewer Relocation scope of work are listed below:

- ✓ Relocation of gravity sewer as shown on the layout plan provided by Quincy
- ✓ Existing gravity sewer will be abandoned in place
- ✓ Junction structure design
- ✓ Bore/Jack design under Railroad
- ✓ Coordination with the Quincy Transportation design team
- ✓ Coordination with USD

Project requirements to be provided and/or prepared by others under the Project include:

- Surveying (Topo, Right of Way, Property Lines)
- Geotechnical Investigation and Reporting
- Environmental Studies
- Traffic Control Planning
- SWPPP Details
- Permitting; Caltrans, City and County Encroachment Permits, and Union Pacific Railroad Crossing
- Hydraulic information
- Slope and material requirements

Information about the existing sewer manholes (MHs) and gravity pipelines are based upon the record drawings provided by the City, USD, and field exploration and layout provided by Quincy.

The District requested that the pipeline material be RCP, and it is assumed that the hydraulic requirements can be achieved. It is also assumed that there will be adequate depth at the downstream existing MHs to achieve the current and projected flows for the existing sewer. Appurtenances will be designed to USD standards.

The bore/jack crossing at UPRR will be coordinated by others, under the Overpass Project. The proposed sleeve under the RR will be designed and sized according to the permit which will be acquired by Quincy and their utility coordination subconsultant. The new gravity sewer and casing will be installed utilizing the bore and jack method.

APPROACH AND WORK PLAN

Murraysmith proposes to complete the Gravity Sewer Relocation Project based on the following work plan.

Task 1: Project Management and Coordination

Project management includes project administration, scheduling of staff, review of work, coordination with Quincy (roadway/bridge) project staff, monitoring of budget and schedule, and correspondence with City staff. Our Project Management Assistant and Project Manager will prepare monthly progress reports and cost summaries, which will be included with each invoice. It is anticipated that the Sewer Relocation Project Manager, along with key designers, will attend up to two (2) meetings, via Microsoft Teams, or similar platform.

QA/QC reviews on each deliverable prior to submittal to USD will be performed. Review of documents will focus on conformance with project goals and USD Standard Drawings and Specifications, completeness of documents, accuracy of calculations, interdisciplinary coordination, and overall presentation, as well as responses to and resolution of comments/concerns provided by City staff.

Deliverables: Monthly invoices with progress reports and cost summaries.

Task 2 - Coordination with Client

Murraysmith will coordinate directly with Quincy for all Overpass Project related background data acquisition and utility conflict resolution. Murraysmith staff will coordinate directly with USD to review, understand, and incorporate the standards and design requirements of the District.

Coordination of all relocation projects, permitting, easements, and providing required information such as background data, any conflict resolution with concurrent relocation projects, and requirements/permit acquisition with UPRR are not included in Murraysmith's scope of work.

Task 3 - Preparations of PS&E

It is understood that Quincy will prepare and incorporate temporary erosion control BMP's and requirements for the contractor to develop a Water Pollution Control Plan (WPCP) into the contract documents. A Qualified SWPPP Developer and Practitioner (QSD/QSP) will review and lead this effort.

Traffic Control Planning for the pipeline relocations will be provided by Quincy in reference to Caltrans requirements for lane closures on two lane conventional highways. The contractor will be required to submit a detailed Traffic Control Plan.

Murraysmith will develop plans, technical specifications, and cost estimates for the Gravity Sewer Relocation Project. The plans will incorporate USD Standard Specifications and Standard Drawings. These PS&Es will then be incorporated into the overall Overpass Project.

It is anticipated that the Gravity Sewer Relocation plan sheets will include the following:

- ✓ Abbreviation, Symbols, and Legend (1)
- ✓ Notes (1)
- ✓ Sewer Plan and Profile (3)
- ✓ Connection Details, Bore/Jack Details, and Standard Details (3)

All improvement plans will be prepared to a scale of 1" = 20'

The first submittal will take place at 65% completion. A draft set of specifications will be submitted, along with an estimate of probable construction cost with a 20% contingency.

After review by the City and USD, we will incorporate any comments, and develop a 95% set of plans and specifications. The opinion of probable construction cost will be updated.

Deliverables: Four (4) half sized sets of the 65% design submittal will be presented to USD for review. The submittal will include designs for the sewer relocation with plan and profile views showing the pipeline and MH locations.

One progress meeting will be scheduled with USD staff to review the comments for the 65% design submittal.

One (1) full size set of the 100% design submittal will be transmitted electronically to USD for bidding. These documents shall include stamped and signed drawings, contract documents, and engineer's opinion of probable construction cost.

The final set of Gravity Sewer Relocation PS&E will be incorporated into the overall Project Contract Documents for advertisement and bidding.

Assumptions

- The alignment will be designed as shown on the Utility Layout provided by Quincy
- There is adequate fall to the downstream connection MH for the conveyance of the required capacity flow
- Increased capacity will not be required
- The existing pipelines will be abandoned in-place
- Junction MHs will be used to keep the existing sewer in operation until the proposed relocation is completed
- Cathodic protection design, if needed, will be done by others. Assuming that the existing pipeline is fully protected and in working order, the plans will show standards for bonding new joints and then specify that the connections (new to existing) must be tested and returned to pre-construction condition. If after further discussions with USD, it is determined that cathodic protection design is needed, a subconsultant will be added to the project to perform the cathodic protection design under separate scope and fee.
- Permitting: All necessary UPRR, Caltrans, City, and County permit acquisition will be performed by others
- Surveying (Topo, Right of Way, Property Lines, Easements, Control Points) will be performed by others and will be sufficient for our base map
- Geotechnical Investigation and Reporting has been performed by others and no additional geotechnical investigation is required
- Environmental Studies for the Gravity Sewer Relocation work are included in the Project
- Potholing to verify the location of existing utilities has been performed by others and additional potholing is assumed not to be needed.
- ABC letters will be performed by Quincy
- USD will provide District standards for incorporation into the Technical Specifications for the pipeline and appurtenances.

Schedule

Assuming all pertinent information has been provided by USD, the following is an estimated schedule, to be coordinated with Quincy:

65% Submittal - 8 weeks from NTP

95% Submittal - 4 weeks from receipt of City and USD's comments on 65% submittal

Final (Bid Set) Submittal - 4 weeks from receipt of City and USD's comments on 95% submittal

Cost Proposal

10/11/2021

	Project Number: N13-100	Project Name: Central Avenue Grade Separation - Amendment No. 2 USD Sewer Relocation											
		Quincy Staff											
	TASKS	Principal Eng.	Senior PM	Senior Eng.	Senior Eng.	Assoc Eng.	Assistant Eng I	PM Asst	Quincy Total Hours	Quincy & Murraysmith Total Labor Dollars	Quincy & Murraysmith Total Labor Dollars incl Escalation	Murraysmith	Subconsultant Subtotal
		JO	RM	MJ	GY	AM	MDI	DA		Direct Labor	Escalation Multiplier		
No.	Initial Hourly Rate	$260	$250	$235	$235	$200	$160	$130					
Additional Scope of Work - USD Sewer Relocation											2.8%		
	USD Gravity Sewer Relocation			12			22	2	36	$6,606.00	$6,738.12	$77,089	$77,089.00
	Total Hours - Additional Scope of Work	0	0	12	0	0	22	2	36				$0.00
	Other Direct Costs										$112.00		
	Subtotal - Additional Scope of Work	**$0**	**$0**	**$2,820**	**$0**	**$0**	**$3,520**	**$260**		**$6,606.00**	**$6,850.12**	**$77,089**	**$77,089.00**
	Subtotal - Hours & Labor Costs									**$6,606.00**	**$6,850.12**		**$77,089.00**
	Fee										**$6.44**		
	Contingency (15%)										$1,027.52		$11,563.36
	Total Cost	**$0**	**$0**	**$2,820**	**$0**	**$0**	**$3,520**	**$260**	**36**	**$6,606.00**	**$7,884.08**	**$77,089**	**$88,652.36**

Note: Invoices will be based upon QEI Agreed Hourly Rates for the given year.
Subconsultant will be billed at actual cost plus QEI 5% markup (not including Murraysmith).

$96,536.43

QUINCY ENGINEERING

Cost Proposal

Central Avenue Grade Separation - Amendment No. 2 USD Sewer Relocation

Additional Scope of Work - USD Sewer Relocation

			Date:		10/11/2021
	Quincy Engineering, Inc. & Murraysmith				$235.00
	Direct Labor:				$6,606.00
	Escalation for Multi-Year Project (2.0%):				$132.12
	Subtotal				$6,738.12
	Contingency (15%)				$1,010.72
A.	Labor Subtotal				**$7,748.84**
	Subconsultant Costs:				
	Murraysmith				$77,089.00
	JMA Civil				$0.00
	RJA				$0.00
	Baseline				$0.00
	ARWS				$0.00
	Kittelson				$0.00
	WRECO				$0.00
	PGADesign				$0.00
	Parikh				$0.00
	Contingency (15%)				$11,563.35
B.	Subconsultant Subtotal				**$88,652.35**
	Other Direct Costs:				
	Travel	200 miles @	$0.560		$112.00
	Pier Diem/ Hotel	days @	$150.00		$0.00
	Delivery	@	$20.00		$0.00
	Vendor Reproduction				
	Vellum	@		$0.00	
	81/2 X 11 Reproduction	@		$0.00	
	11 X 17 Reproduction	@		$0.00	
	Mounting Boards for Presentations	@		$0.00	
	Newsletters (Translation and printing)	@		$0.00	
	Subtotal Vendor Reproduction				$0.00
	Title Report	@			$0.00
	Miscellaneous				
	Prevailing Wage Differential				$0.00
	Subtotal				$112.00
	Contingency (15%)				$16.80
C.	Other Direct Cost Subtotal:				**$128.80**
	Labor Subtotal A. =				$7,748.84
	Fixed Fee (0.0%)				$0.00
	Subconsultant Subtotal B. =				$88,652.35
	Subconsultant Fee (0.0%):				$0.00
	Other Direct Cost Subtotal: C. =				$128.80
	ODC Fee (5.0%):				$6.44
	TOTAL =				**$96,536.43**

Note: Invoices will be based upon QEI Agreed Hourly Rates for the given year.
Subconsultant will be billed at actual cost plus QEI 5% markup (not including Murraysmith).

Central Avenue Grade Separation - USD Gravity Sewer Relocation

PROPOSED FEE ESTIMATE

Staff Name	LABOR CLASSIFICATION (HOURS)										
	Principal Engineer III $263 Thayer	Principal Engineer III $263 Scruggs	Professional Engineer VII $234 Baca	Engineering Designer VI $189 Bell	Professional Engineer III $182 McNamee	Engineering Designer I $174 Campos	Administrative III $126 Rey	Hours	Labor	Expenses	Total
Task 1 - Additional Scope of Work - USD Sewer Relocation											
Task 1.1 - USD Gravity Sewer Relocation	16	48	84	84	84	112	10	378	$ 76,977	$ 112	$ 77,089
Total	16	48	84	84	84	112	10	378	$ 76,977	$ 112	$ 77,089
TOTAL - ALL TASKS	16	48	84	84	84	112	10	378	$ 76,977	$ 112	$ 77,089

STAFF REPORT

Item D. 6.

DATE	10/24/2024
TO	Honorable Mayor and City Council Members
FROM	Oscar Carrillo, Community Preservation Manager
SUBJECT	Waive further reading, conduct a second reading by title only, and adopt an ordinance adding Newark Municipal Code Chapter 5.42, "Tobacco Retailers," to Title 5 of the Newark Municipal Code

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At its October 10, 2024, meeting, the City Council introduced an ordinance adding Newark Municipal Code Chapter 5.42, "Tobacco Retailers," to Title 5 of the Newark Municipal Code. The introduction included information included in a slip sheet memorandum from the City Clerk. A second reading of the ordinance is required prior to adoption. The proposed ordinance will address public health problems associated with tobacco use, ensure compliance with Federal, State, and local tobacco laws, and establish a Tobacco Retail License program. The ordinance will take effect 30 days after the second reading.

Attachments

Ordinance

TRL Exhibit A

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWARK ADDING CHAPTER 5.42, "TOBACCO RETAILERS", TO THE NEWARK MUNICIPAL CODE

WHEREAS, the California Constitution, Article XI, Section 7, provides cities and counties with the authority to enact ordinances to protect the health, safety, welfare, and morals of their citizens; and

WHEREAS, approximately 480,000 people die in the United States from smoking-related diseases and exposure to secondhand smoke, making tobacco use the nation's leading cause of preventable death;[1] and

WHEREAS, the World Health Organization (WHO) estimates that tobacco kills 98 million people and causes over 1.4 trillion dollars in economic damage each year;[2] and

WHEREAS, 5.6 million of today's Americans who are younger than 18 are projected to die prematurely from a smoking-related illness;[3] and

WHEREAS, tobacco use is the number one cause of preventable death in California[4] and continues to be an urgent public health issue; and

WHEREAS, tobacco use among priority populations in California contributes to health disparities and creates significant barriers to health equity;[5] and

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[1] U.S. Department of Health and Human Services. *The Health Consequences of Smoking: 50 Years of Progress. A Report of the Surgeon General*. Atlanta, GA: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health. 2014. Available at: https://www.ncbi.nlm.nih.gov/books/NBK179276/pdf/Bookshelf_NBK179276.pdf

[2] World Health Organization. *WHO Report on the Global Tobacco Epidemic, 2019: Offer Help to Quit Tobacco Use*. 2019. Available at: https://apps.who.int/iris/handle/10665/326043.

[3] *Supra*, Note 1.

[4] California Department of Public Health, California Tobacco Control Program. The #1 Preventable Cause of Death. http://tobaccofreeca.com/other-tobacco-products/the-number-1-preventable-cause-of-death. Accessed May 12, 2020.

[5] California Tobacco Control Program. *California Tobacco Facts and Figures 2019*. Sacramento, CA: California Department of Public Health. 2019.

WHEREAS, despite the State's efforts to limit youth access to tobacco, youth are still able to access tobacco products in California;[6] and

WHEREAS, the federal Family Smoking Prevention and Tobacco Control Act, enacted in 2009, prohibited candy and fruit flavored cigarettes[7] largely because of these flavored products are marketing toward youth and young adults,[8] and younger smokers and more likely than older smokers to have tried these products;[9] and

WHEREAS, according to the California Department of Public Health, flavored tobacco products are used by the majority of youth and young adult tobacco users (86.4% and 57.7%) in California;[10] and

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[6] California Tobacco Control Program. *California Tobacco Facts and Figures 2016*. Sacramento, CA: California Department of Public Health. 2016. California Tobacco Control Program. *California Tobacco Facts and Figures 2019*. Sacramento, CA: California Department of Public Health. 2019. California Student Tobacco Survey, 2017-18. San Diego, California: Center for Research and Intervention in Tobacco Control (CRITC), University of California, San Diego; April 2019; Centers for Disease Control and Prevention. *Best Practices for Comprehensive Tobacco Control Programs — 2014*. U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health. 2014; Centers for Disease Control and Prevention. Youth Risk Behavior Surveillance — United States, 2019. California: Tobacco Use. 2019. Available at: https://nccd.cdc.gov/youthonline/app/Results.aspx?LID=CA. Accessed August 31, 2023; Lin C, Baiocchi M, Halpern-Felsher B. Longitudinal trends in e-cigarette devices used by Californian youth, 2014–2018. *Addict Behav*. 2020;108:106459. doi: 10.1016/j.addbeh.2020.106459.

[7] 21 U.S.C. § 387g(a)(1)(A).

[8] U.S. Department of Health and Human Services. *Preventing Tobacco Use Among Youth and Young Adults: A Report of the Surgeon General*. Atlanta, GA: U.S. Department of Health and Human Services, Centers for Disease Control and Pre- vention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health. 2012. Available at: https://www.ncbi.nlm.nih.gov/books/NBK99237/pdf/Bookshelf_NBK99237.pdf.; Villanti AC, Collins LK, Niaura RS, Gagosian SY, Abrams DB. Menthol cigarettes and the public health standard: a systematic review. *BMC Public Health*. 2017;17(1):983. doi: 10.1186/s12889-017-4987-z; Institute of Medicine. *Public Health Implications of Raising the Minimum Age of Legal Access to Tobacco Products*. Washington, DC: The National Academies Press. 2015. Available at: t: https://www.nap.edu/catalog/18997/public-health-im-plications-of-raising-the-minimum-age-of-legal-access-to-tobacco-products.

[9] U.S. Department of Health and Human Services. *Preventing Tobacco Use Among Youth and Young Adults: A Report of the Surgeon General*. Atlanta, GA: U.S. Department of Health and Human Services, Centers for Disease Control and Pre- vention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health. 2012. Available at: https://www.ncbi.nlm.nih.gov/books/NBK99237/pdf/Bookshelf_NBK99237.pdf.

[10] California Tobacco Control Program. *California Tobacco Facts and Figures 2019*. Sacramento, CA: California Department of Public Health. 2019.

WHEREAS, mentholated and flavored products have been shown to be "starter" products for youth who begin using tobacco[11] and that these products help establish tobacco habits that can lead to long-term addiction;[12] and

WHEREAS, research indicates that the FDA ban in 2009 on all flavored cigarette products (except menthol) led to a 6% decrease in youth tobacco use and a 17% decrease in the likelihood of a youth becoming a cigarette smoker;[13] and

WHEREAS, studies indicate that laws prohibiting the sale of flavored tobacco products lead to decreases in youth tobacco use;[14] and

WHEREAS, in 2020, California passed SB 793, which amended the California Health and Safety Code Section 104559.5 to prohibit the sale of most types of flavored tobacco products, including flavored electronic cigarettes, non-premium flavored cigars, as wells as flavored enhancers;[15] and

WHEREAS, in 2022, California voters passed Proposition 31, which upheld SB 793;[16] and

WHEREAS, 75.64 percent of voters in Alameda County voted yes to uphold SB 793;[17] and

WHEREAS, California Health and Safety Code Section 104559.5 still allows the sale of flavored loose-leaf pipe tobacco and premium cigars with a wholesale price of twelve dollars

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[11] U.S. Department of Health and Human Services. *Preventing Tobacco Use Among Youth and Young Adults: A Report of the Surgeon General*. Atlanta, GA: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health. 2012. Available at: https://www.ncbi.nlm.nih.gov/books/NBK99237/pdf/Bookshelf_NBK99237.pdf.

[12] *Id.*

[13] Courtemanche CJ, Palmer MK, Pesko MF. Influence of the Flavored Cigarette Ban on Adolescent Tobacco Use. *Am J Prev Med*. 2017;52(5):e139-e146. doi: 10.1016/j.amepre.2016.11.019.

Farley SM, Johns M. New York City flavoured tobacco product sales ban evaluation. *Tob Control*. 2017;26(1):78-84. doi: 10.1136/tobaccocontrol-2015-052418; Pearlman DN, Arnold JA, Guardino GA, Boles Welsh E. Advancing Tobacco Control Through Point of Sale Policies, Providence, Rhode Island. *Prev Chronic Dis*. 2019;16:E129. doi: 10.5888/pcd16.180614.

[15] California Health and Safety Code (HSC) Section 104559.5.

[16] Statement of the Vote Summary Pages. November 8, 2022, General Election. State of California. https://elections.cdn.sos.ca.gov/sov/2022-general/sov/06-summary.pdf.

[17] Official Election Site of Alameda County. General Election (Certified Final Results) – November 08, 2022. Last Updated: Thursday, December 08, 2022. https://www.acgov.org/rovresults/248/.

($12.00 or more), as well as flavored shisha/hookah tobacco if sold in licensed stores that only allow people twenty-one (21) years of age on the premises at any time;[18] and

WHEREAS, the health effects of non-cigarette tobacco products such as cigars, cigarillos, smokeless tobacco, and shisha are substantial as demonstrated by research that shows that non-cigarette tobacco products have addictive levels of nicotine, harmful toxins, and dangerous carcinogens;[19] and

WHEREAS, unlike cigarette use that has steadily declined among youth, the U.S. has seen a surge in teen e-cigarette use, and youth e-cigarette use remains a serious public health concern;[20] and

WHEREAS, research has consistently shown that increases in cigarettes prices will result in less smoking across various sociodemographic populations;[21] and

WHEREAS, a systematic review by the U.S. Community Preventive Services Task Force found that a 20% price increase would reduce demand for cigarettes by approximately 10.4%, the prevalence of adult tobacco use by 3.6%, and initiation of tobacco use by young people by 8.6%;[22] and

WHEREAS, youth are particularly responsive to changes in tobacco prices and evidence suggests that tobacco companies deliberately target youth with price reductions;[23] and

WHEREAS, although federal and state law ban the sale of individual cigarettes, neither federal nor California state laws restrict the sale of individual little cigars and cigars;[24] and

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[18] California Health and Safety Code (HSC) Section 104559.5.

[19] Hoffmann D, Hoffmann I. Chapter 3: Chemistry and Toxicology. In: *Smoking and Tobacco Control Monograph No. 9: Cigars: Health Effects and Trends*. National Cancer Institute; 1998.

[20] Park-Lee E, Ren C, Cooper M, Cornelius M, Jamal A, Cullen KA. Tobacco Product Use Among Middle and High School Students — United States, 2022. MMWR Morb Mortal Wkly Rep 2022;71:1429–1435. National Youth Tobacco Survey (NYTS). https://www.cdc.gov/mmwr/volumes/71/wr/mm7145a1.htm?s_cid=mm7145a1_w.

[21] Yao T, Ong MK, Max W, et al. Responsiveness to cigarette prices by different racial/ethnic groups of US adults. *Tob Contro*l. 2018;27(3):301-309. doi: 10.1136/tobaccocontrol-2016-053434.

[22] Community Preventive Services Task Force. *Reducing Tobacco Use and Secondhand Smoke Exposure: Interventions to Increase the Unit Price for Tobacco Products*. 2012.

[23] U.S. Department of Health and Human Services. *Preventing Tobacco Use Among Youth and Young Adults: A Report of the Surgeon General*. Atlanta, GA: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health. 2012. Available at: https://www.ncbi.nlm.nih.gov/books/NBK99237/pdf/Bookshelf_NBK99237.pdf

[24] 21 C.F.R. § 1140.16(b); Cal. Penal Code § 308.3(a).

WHEREAS, neither federal nor California law set a minimum price for tobacco products; and

WHEREAS, minimum price markups and related laws in other states have been shown to be effective at increasing the price of cigarettes but may remain vulnerable to price manipulation by the tobacco industry without attention to coupons and discounts;[25] and

WHEREAS, by selling tobacco products, pharmacies reinforce positive social perceptions of smoking, convey tacit approval of tobacco use, and send a message that it is not so dangerous to smoke;[26] and

WHEREAS, the City Council of the City of Newark has a substantial interest in protecting youth and underserved populations from the harms of tobacco use; and

WHEREAS, the City Council of the City of Newark finds that a local licensing system for tobacco retailers is appropriate to ensure that retailers comply with tobacco control laws and business standards of the City of Newark in order to protect the health, safety, and welfare of its residents.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NEWARK DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals.

The above recitals ("Recitals") are true and correct and made a part of this Ordinance.

SECTION 2. CEQA. Approval of the amendments is exempt from further environmental review under the general rule in California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) that CEQA only applies to projects that have the potential for causing a significant effect on the environment. As a series of text amendments and additions, it can be seen with certainty that there is no possibility that the ordinance will have a significant effect on the environment.

SECTION 3. Newark Municipal Code Chapter 5.42

Chapter 5.42 "Tobacco Retailers," of the Newark Municipal Code is hereby added to read as displayed in Exhibit A, incorporated and made a part of this Ordinance.

SECTION 4. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application

[25] Huang J, Chriqui JF, DeLong H, Mirza M, Diaz MC, Chaloupka FJ. Do state minimum markup/price laws work? Evidence from retail scanner data and TUS-CPS. *Tob Control.* 2016;25(Suppl 1):i52-i59. doi: 10.1136/tobaccocon- trol-2016-053093.

[26] Hudmon KS, Fenlon CM, Corelli RL, Prokhorov AV, Schroeder SA. Tobacco sales in pharmacies: time to quit. *Tob Control*. 2006;15(1):35-38. doi: 10.1136/tc.2005.012278.

of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

SECTION 5. Publication and effective date. Within fifteen (15) days from and after adoption, this Ordinance shall be published once in a newspaper of general circulation printed and published in Alameda County and circulated in the City of Newark, in accordance with California Government Code Section 36933. This Ordinance shall take effect thirty (30) days after its adoption.

EXHIBIT A

5.42.010 Definitions.

The following words and phrases, whenever used in this chapter, shall have the meanings defined in this section unless the context clearly requires otherwise:

"Administrator" means the Community Development Director or designee.

"Arm's length transaction" means a sale or transfer, in good faith and for valuable consideration between two informed and willing parties, as determined by the parties, neither of which is under any compulsion to participate in the transaction. A sale or transfer for which a significant purpose is avoiding the effect of the violations of this chapter is not an arm's length transaction.

"Cigar" means any roll of tobacco that is wrapped in tobacco leaf or in any other substance containing tobacco, with our without a tip or mouthpiece. "Cigar" includes but is not limited to, tobacco products known or labeled as cigar, cigarillo, little cigar, blunt, blunt wrap, or cigar wrap.

"Coupon" means any voucher, rebate, card, paper, note, form, statement, ticket, image, or other issue, whether in paper, digital, or other form, used for commercial purposes to obtain an article, product, service, or accommodation without charge or at a discounted price.

"Department" means the Community Development Department.

"Drug paraphernalia" shall have the definition set forth in California Health and Safety Code Section 11014.5, as that section may be amended from time to time.

"Electronic smoking device" means any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah. Electronic smoking device includes any component, part, or accessory of the device, and also includes any substance that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine. Electronic smoking device does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

"Flavored Tobacco Product" means any tobacco product that imparts:

1. a taste or odor distinguishable by an ordinary consumer, other than the taste or odor of tobacco, either prior to or during the consumption of such tobacco product, including but not limited to tastes or odors relating to any fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, mint, wintergreen, menthol, herb, or spice; or
2. a heating, cooling, or numbing sensation distinguishable by an ordinary consumer during the consumption of such tobacco product.

"License" means a tobacco retailer's license as defined below.

"Licensee" means a tobacco retailer with a tobacco retailer's license.

"Manufacturer" means any person, including any repacker or relabeler, who manufactures, fabricates, assembles, processes, or labels a tobacco product; or imports a finished tobacco product for sale or distribution into the United States.

"Nominal cost" means the cost of any item that is transferred from one person to another for less than the total of: (1) twenty-five percent of the full retail value of the item exclusive of taxes and fees; plus (2) all taxes and fees previously paid and all taxes and fees still due on the item at the time of transfer.

"Nonsale distribution" means to give, within the jurisdictional limits of the City, a tobacco product or coupon at no cost or at nominal cost to a person who is not a tobacco seller.

"Person" means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

"Pharmacy" means any retail establishment in which the profession of pharmacy is practiced by a pharmacist licensed by the State of California in accordance with the Business and Professions Code and where prescription pharmaceuticals are offered for sale, regardless of whether the retail establishment sells other retail goods in addition to prescription pharmaceuticals.

"Proprietor" means a person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a ten percent or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person can or does have or share ultimate control over the day-to-day operations of a business.

"Public place" means any place within the City, public or private, that is open to the general public regardless of any fee or age requirement, including, for example, bars, restaurants, clubs, stores, stadiums, parks, playgrounds, taxis, and buses.

"Retailer" means tobacco retailer as defined herein.

"Sale" or "Sell" means any transfer, exchange, barter, gift, offer for sale, or distribution for a commercial purpose, in any manner or by any means whatsoever.

"Self-service display" means the open display or storage of tobacco products in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct person-to-person transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self-service display.

"Tobacco product" means

1. any product containing, made of, or derived from tobacco or nicotine that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means, including but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus;
2. any electronic smoking device and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; or
3. any component, part, or accessory of (1) or (2), whether or not any of these contains tobacco or nicotine, including but not limited to filters, rolling papers, blunt or hemp wraps, hookahs, mouthpieces, and pipes.

"Tobacco product" does not mean drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

"Tobacco retailer" means any person who sells, offers for sale, or does or offers to exchange for any form of consideration tobacco products. This definition is without regard to the quantity of tobacco products sold, offered for sale, exchanged, or offered for exchange., electronic cigarettes, electronic cigarette products, electronic cigarette paraphernalia, tobacco products or tobacco paraphernalia.

"Tobacco retailing" means engaging in the activities of a tobacco retailer. .

"Tobacco retailer's license" means the license issued pursuant to this chapter that authorizes tobacco retailing at a certain location and by a certain tobacco retailer.

5.42.020 Requirements and prohibitions.

A. Tobacco Retailer License Required. It is unlawful for any person to act as a tobacco retailer in the City without first obtaining and maintaining a valid tobacco retailer's license pursuant to this chapter for each location at which that activity is to occur. Tobacco retailing without a valid tobacco retailer's license is a nuisance as a matter of law. This chapter shall not be construed to apply to penalize individuals engaged in the purchase, use, or possession of tobacco products prohibited by this Chapter that are not engaged in tobacco retailing nor shall it be construed to penalize employees of licensees under this Chapter.

B. Lawful Business Operation. In the course of tobacco retailing or in the operation of the business or maintenance of the location for which a license issued, it shall be a violation of this chapter for a licensee, or any of the licensee's agents or employees, to violate any local, State, or Federal law applicable to the sale of tobacco products.

C. Display of License. Each tobacco retailer license shall be prominently displayed in a publicly visible location at the licensed location.

D. Positive Identification Required. No person engaged in tobacco retailing shall sell or transfer a tobacco product to another person without first examining the identification of the recipient, as required by State law, to confirm that the recipient is at least the minimum age under State law.

E. Minimum Age for Persons Selling Tobacco. Persons employed by a tobacco retailer under this chapter that sell tobacco products must be at least the minimum legal sales age established by state law.

F. Self-Service Displays Prohibited. Tobacco retailing by means of a self-service display is prohibited.

G. False and Misleading Advertising Prohibited. A tobacco retailer or proprietor without a valid tobacco retailer license, including, for example, a person whose license has been revoked:

1. Shall keep all tobacco products out of public view. The public display of tobacco products in violation of this provision shall constitute tobacco retailing without a license; and

2. Shall not display any advertisement relating to tobacco products that promotes the sale or distribution of such products from the tobacco retailer's location or that could lead a reasonable consumer to believe that such products can be obtained at that location.

H. Signage Violations. It is a violation of this chapter for any licensee to violate any local, State, or Federal law regulating exterior, storefront, window, or door signage.

I. Drug Paraphernalia. It is a violation of this chapter for any licensee or any of the licensee's agents or employees, to violate any local, State, or Federal law regulating controlled substances or drug paraphernalia.

J. Nonsale Distribution of Tobacco Products Prohibited.

1. No tobacco retailer nor any agent or employee of a tobacco retailer shall engage in the nonsale distribution of any tobacco product or coupon in any public place.

2. No person, motivated by an economic or a business purpose, shall knowingly permit the nonsale distribution of any tobacco product or coupon: (a) anywhere in any public place under the legal or de facto control of the person; or (b) through any agent or employee of the person. This provision shall not apply to coupons incidentally distributed in connection with a printed or electronic publication, such as, for example, magazines, newspapers, and websites, so long as that person's distribution of a publication containing coupons is not primarily motivated by an economic or a business purpose to distribute coupons.

3. No tobacco retailer may honor or redeem, or offer to honor or redeem, a coupon to allow a consumer to purchase a tobacco product for less than the full retail price.

4. No tobacco retailer may sell any tobacco product to a consumer through a multiple-package discount or otherwise provide any such product to a consumer for less than the full retail price in consideration for the purchase of any tobacco product or other item.

5. No tobacco retailer may provide any free or discounted item to a consumer in exchange for the purchase of any tobacco product.

K. Minimum Pack Size for Cigars.

1. Notwithstanding any other provision of this chapter, no tobacco retailer shall sell, offer for sale, or exchange for any form of consideration:

a. Any single cigar, whether or not packaged for individual sale;

b. Any number of cigars fewer than the number contained in the manufacturer's original consumer packaging designed for retail sale to a consumer; or

c. Any package of cigars containing fewer than five cigars.

d. Cigars at a price of less than eight dollars per package of five cigars, including all applicable taxes and fees.

2. This subsection does not apply to the sale or offer for sale of a single cigar for which the retail price exceeds five dollars, including all applicable taxes and fees. This amount may be increased annually by the Consumer Price Index, as determined by the City Council and adopted by resolution.

3. This subsection shall apply to cigars, cigarillos and any other cigar product regardless of the terminology used for the product.

L. Flavored Tobacco Products. It shall be unlawful for any tobacco retailer to sell any flavored tobacco product.

1. Presumptive flavored tobacco product. There shall be a rebuttable presumption that a tobacco product is a flavored tobacco product if a tobacco retailer, manufacturer, or any employee or agent of a tobacco retailer or manufacturer has taken action directed to consumers that would be reasonably expected to cause consumers to believe the tobacco product is a flavored tobacco product. Any communication by or on behalf of the manufacturer or retailer of a tobacco product that such tobacco product imparts a taste or odor other than the taste or odor of tobacco, or that imparts a heating, cooling, or numbing sensation, constitutes presumptive evidence that the tobacco product is a flavored tobacco product. This includes but is not limited to public statements that a product is flavored, such as describing the product as "chill," "ice," "fresh," "arctic," "sweet," "spicy," or "frost."

5.42.030 Limits on eligibility for a tobacco retailer license.

A. No license shall be issued to authorize tobacco retailing at other than a fixed location.

B. No license shall be issued to authorize tobacco retailing at a location where tobacco products are prohibited from being distributed pursuant to Title 17.

C. No license shall be issued to a location or a tobacco retailer where prohibited pursuant to Section 5.42.110.

D. Proximity to other tobacco retailers or other uses. No license may issueto authorize tobacco retailing within 1000 feet of a tobacco retailer location already licensed pursuant to this chapter or a public park, a child day care facility, or school, as measured by a straight line from the nearest point of the property line of the parcel on which the applicant's

business is located to the nearest point of the property line of the parcel on which an existing licensee's business is located or on which a public park, a child day care facility, or school is located. This restriction does not apply to an applicant who has been selling tobacco products consistent with all Federal, State and local laws and regulations as of the effective date of this chapter.

E. Pharmacies. No license may issue, and no existing license may be renewed, to authorize tobacco retailing in a pharmacy.

5.42.040 Application procedure.

A. Application for a tobacco retailer's license shall be submitted in the name of each proprietor proposing to conduct tobacco retailing and shall be signed by each proprietor or an authorized agent thereof.

It is the responsibility of each proprietor to be informed regarding all laws applicable to tobacco retailing, including those laws affecting the issuance of a tobacco retailer's license. No proprietor may rely on the issuance of a license as a determination by the City that the proprietor has complied with all laws applicable to tobacco retailing. A license issued contrary to this chapter, contrary to any other law, or on the basis of false or misleading information supplied by a proprietor shall be revoked pursuant to Section 5.42.110(D) of this chapter. Nothing in this chapter shall be construed to vest in any person obtaining and maintaining a tobacco retailer's license any status or right to act as a tobacco retailer in contravention of any provision of law.

All applications shall be submitted on a form supplied by the Department and shall contain the following information:

1. The name, address, and telephone number of each proprietor of the business seeking a license;
2. The business name, address, and telephone number of the single fixed location for which a license is sought;
3. A single name and mailing address authorized by each proprietor to receive all communications and notices (the "authorized address") required by, authorized by, or convenient to the enforcement of this chapter. If an authorized address is not supplied, each proprietor shall be understood to consent to the provision of notice at the business address specified in subsection (A)(2);
4. Proof that the location for which a tobacco retailer's license is sought has been issued a valid state tobacco retailer's license by the California Department of Tax and Fee Administration;
5. Whether or not any proprietor or any agent of the proprietor has admitted violating, or has been found to have violated, this chapter and, if so, the dates and locations of all such violations within the previous five years;
6. A statement signed by each proprietor that no drug paraphernalia is or will be sold at the location for which the license is sought;
7. Such other information as the Department deems necessary for the administration or enforcement of this chapter as specified on the application form required by this section.

B. A licensed tobacco retailer shall inform the Department in writing of any change in the information submitted on an application for a tobacco retailer's license within ten business days of a change.

C. All information specified in an application pursuant to this section shall be subject to disclosure under the California Public Records Act (California Government Code Sections 7920 et seq.) or any other applicable law, subject to the laws' exemptions.

5.42.050 Issuance of license.

Upon the receipt of a complete application for a tobacco retailer's license and the license fee required by this chapter, the Administrator shall issue a license, which shall be effective beginning January 1 of each year, unless substantial evidence demonstrates that one or more of the following bases for denial exists:

A. The information presented in the application is inaccurate or false. Intentionally supplying inaccurate or false information shall be a violation of this chapter;

B. The application seeks authorization for tobacco retailing at a location for which this chapter prohibits issuance of tobacco retailer licenses. However, this subsection shall not constitute a basis for denial of a license if the applicant provides the City with documentation demonstrating by clear and convincing evidence that the applicant has acquired or is acquiring the location or business in an arm's length transaction and the license is issued no later than 30 days following the acquisition of the location or business;

C. The application seeks authorization for tobacco retailing for a proprietor or location for which this chapter prohibits a license to be issued, including the provisions of Section 5.42.110;

D. The application seeks authorization for tobacco retailing that is prohibited pursuant to this chapter (e.g., mobile vending), that is unlawful pursuant to this Code or that is unlawful pursuant to any other law;

E. The location for which a tobacco retailer's license is sought lacks a valid state tobacco retailer's license by the California Department of Tax and Fee Administration.

5.42.060 License renewal and expiration.

A. Term and Renewal of License. A tobacco retailer's license is invalid if the appropriate fee has not been timely paid in full or if the term of the license has expired. The term of a tobacco retailer license is one year. Each tobacco retailer shall apply for the renewal of their tobacco retailer's license and submit the license fee prior to expiration of the term.

B. Expiration of License. A tobacco retailer's license that is not timely renewed shall expire at the end of its term.

5.42.070 Licenses nontransferable.

A. A tobacco retailer's license may not be transferred from one person to another or from one location to another. A new tobacco retailer's license is required whenever a tobacco retailing location has a change in proprietor(s).

B. Notwithstanding any other provision of this chapter, prior violations at a location shall continue to be counted against a location and license ineligibility periods shall continue to apply to a location unless:

1. The location has been fully transferred to a new proprietor or fully transferred to entirely new proprietors; and

2. The new proprietor(s) provide the City with clear and convincing evidence that the new proprietor(s) have acquired or is acquiring the location in an arm's length transaction.

5.42.080 License conveys a limited, conditional privilege.

Nothing in this chapter shall be construed to grant any person obtaining and maintaining a tobacco retailer's license any status or right other than the limited conditional privilege to act as a tobacco retailer at the location in the City identified on the face of the permit. For example, nothing in this chapter shall be construed to render inapplicable, supersede, or apply in lieu of, any other provision of applicable law, including but not limited to, any provision of this Code, or any condition or limitation on smoking in an enclosed place of employment pursuant to California Labor Code Section 6404.5. For example, obtaining a tobacco retailer license does not make the retailer a "retail or wholesale tobacco shop" for the purposes of California Labor Code Section 6404.5.

5.42.090 Fee for license.

The fee to issue or to renew a tobacco retailer's license shall be established from time to time by resolution of the City Council and shall be included within the City's Master Fee Schedule. The fee shall be calculated so as to recover the cost of administration and enforcement of this chapter, including, for example, issuing a license, administering this chapter, retailer inspection and compliance checks, documentation of violations, and prosecution of violators, but shall not exceed the cost of the regulatory program authorized by this chapter. All fees and interest upon proceeds of fees shall be used exclusively to fund the program. Fees are nonrefundable except as may be required by law.

5.42.100 Compliance monitoring.

A. Compliance with this chapter shall be monitored by the Community Development Department. The City may designate any number of additional persons to monitor compliance with this chapter.

B. Compliance checks shall be conducted so as to allow the Police Department to determine, at a minimum, if the tobacco retailer is conducting business in a manner that complies with laws regulating youth access to tobacco products. When the Police Department deems appropriate, the compliance checks shall determine compliance with other laws applicable to tobacco retailing.

5.42.110 Suspension and revocation of license.

A. Suspension or revocation of tobacco retailer license for violation. In addition to any other penalty authorized by law, a Tobacco Retailer License shall be suspended or revoked if the Department finds or a court of competent jurisdiction determines, after the licensee is afforded notice and an opportunity to be heard, that the licensee, or any of the licensee's agents or employees, has violated any provision of this Chapter.

1. Upon a finding of a first violation of this Chapter at a location within any 5 year period, the License shall be suspended for 30 days.

2. Upon a finding of a second violation of this Chapter at a location within any 5 year period, the License shall be suspended for 90 days.

3. Upon a finding of a third violation of this Chapter at a location within any 5 year period, the License shall be suspended for 1 year.

4. Upon a finding of four or more violations of this Chapter at a location within any 5 year period, the License shall be revoked with no new license issued for a five year period.

B. Procedures. If the licensee contacts the Administrator to challenge the finding of a violation, the Administrator shall provide written notice of a hearing, not less than five business days after the notice, at which the tobacco retailer may show cause, at a time and place specified in the notice, why a violation does not exist. Should the tobacco retailer fail to present evidence at such hearing establishing, in the reasonable determination of the Administrator, that a violation does not exist, the Administrator shall provide written notice to the tobacco retailer that the notice of violation is upheld. If a license is subject to revocation, the Administrator shall provide written notice of revocation along with the reasons for revocation, facts suggesting violation, the penalties for violation, and ability to appeal pursuant to subsection C. Within five days of the mailing of notice of revocation, the tobacco retailer shall cease the operation of the business for which the license was issued.

C. Appeal of Revocation. A decision of the Administrator to revoke a license is appealable to the City Manager and must be filed with the City Clerk within ten days of mailing of the Administrator's notice of revocation. If such an appeal is made, it shall stay enforcement of the appealed action. An appeal to the City Manager is not available for a revocation made pursuant to subsection D. The date, time, and place of appeal hearings shall be provided in writing to the tobacco retailer with at least ten days' notice and copies of hearing rules. If the tobacco retailer fails to present evidence establishing that tobacco retailer is entitled to retain the license, the City Manager shall uphold the revocation and give written notice to the tobacco retailer. Within five days of the mailing of the notice of upheld revocation, the tobacco retailer shall cease operation of the business for which the license was issued.

D. Revocation of License Wrongly Issued. A tobacco retailer's license shall be revoked if the Administrator finds, after the licensee is afforded notice and an opportunity to be heard, that one or more of the bases for denial of a license under Section 5.42.050 existed at the time application was made or at any time before the license issued. The decision by the Administrator shall be the final decision of the City.

5.42.120 Enforcement.

A. Each incident of violation of this chapter is an infraction. The Department may impose administrative penalties as follows:

1. For a first violation of this Chapter within any one year period, one hundred dollars ($100);

2. For a second violation of this Chapter within any one year period, two hundred dollars ($200); and

3. For a third or subsequent violation of this Chapter within any one year period, five hundred dollars ($500).

B. Civil Enforcement by the City.

1. Fines. Violations of this chapter are subject to a civil action brought by the City of Newark, punishable by a civil fine not less than two hundred fifty dollars and not exceeding one thousand dollars per violation.

2. Injunctions, Nuisance Abatement, and Code Enforcement. In addition to other remedies provided by this chapter or by other law, any violation of this chapter may be remedied by a civil action brought by the City Attorney including, for example, administrative or judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief. Where the City pursues a civil action to remedy a violation of this chapter, the prevailing party shall be entitled to recovery of attorneys fees if the City elects, at the beginning

of that action, to seek recovery of its own attorneys' fees pursuant to Government Code Section 38773.5 as currently drafted or as amended.

C. General Provisions.

1. Cumulative Remedies. The remedies provided by this chapter are cumulative and in addition to any other remedies available at law or in equity.

2. Violations. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this chapter shall also constitute a violation of this chapter. A violation exists for each day on which a tobacco product is offered for sale in violation of this chapter. A violation also exists for each individual retail tobacco product that is distributed, sold, or offered for sale in violation of this chapter.

3. Nuisances. Violations of this chapter are hereby declared to be public nuisances.

4. No Testimony for Persons Under Eighteen. Whenever evidence of a violation of this chapter is obtained in any part through the participation of a person under the age of eighteen years old, such a person shall not be required to appear or give testimony in any civil or administrative process brought to enforce this chapter and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented.

STAFF REPORT

Item F. 1.

DATE	10/24/2024
TO	Honorable Mayor and City Council Members
FROM	Roya Gonzalez, Strategic Initiatives Manager
SUBJECT	Introductory presentation of background and non-project specific overarching considerations of the draft Parks Master Plan Update

SUMMARY AND RECOMMENDATION

There are five items on this City Council meeting agenda that relate to the draft Parks Master Plan ("Plan") Update.

The first item, which is this one, involves an introductory presentation of the background and non-project specific overarching considerations of the draft Plan Update. Due to conflicts of interests for Council Members, there will be no discussion regarding any projects for consideration in the Plan on this item and instead those discussions will occur under separate items on this agenda. The three next items on the agenda will focus on three specific parks in order to address the conflicts and the fifth and final item will focus on the remaining parks where no conflicts exist.

BACKGROUND

The City of Newark manages 134 acres of parks, consisting of 124 acres owned by the City and 10 acres leased from the Newark Unified School District. The City features 14 parks, including nine neighborhood parks, three community parks, Shirley Sisk Grove, and MacGregor Community Playfields.

In 2017, the City Council approved the Citywide Parks Master Plan, which outlined various goals and conceptual plans for each park. Three priority projects were completed as a result of the 2017 Plan: NewBark Dog Park at Newark Community Park, and an all-weather athletic turf field and a skate park at Mel Nunes Sportsfield Park.

It is recommended Parks Master Plans be revisited every five to seven years to remain aligned with community needs and current trends. To facilitate this update, the City Council authorized an agreement with RHAA Landscape Architecture and Planning in May 2023.

The 2024 Plan Update builds on the 2017 Parks Master Plan and is guided by the

following goals from the Parks, Recreation, and Open Space Element of the City's General Plan:

- Protect Newark's open space for a variety of purposes, including public recreation, the managed production of natural resources, protection of environmentally sensitive areas, aesthetics, and public safety.
- Expand and improve Newark's parks and recreational facilities to meet existing and future needs.
- Manage Newark's parks in a way that enhances their natural qualities, conveys a positive image of the city and its neighborhoods, and fully meets the community's recreational needs.
- Improve Newark's trail system, with a focus on access to the Newark shoreline, and access between the shoreline and Newark neighborhoods.

The aforementioned goals from the Parks, Recreation, and Open Space Element of the City's General Plan inform the Master Plan's overarching goals to:

- Protect and support the existing network
- Accommodate demands in service
- Enhance community identity
- Foster connectivity

DISCUSSION/ANALYSIS

The 2024 Parks Master Plan Update is a vital tool that identifies community needs, prioritizes projects, and strategically recommends developing parks to serve the Newark community. The development process involved extensive input from city staff, the Newark community, and recommendations from the consulting team.

Key Actions and Findings:

Park Inventory and Needs Assessment: The 2017 Parks Master Plan included detailed assessments of each City park. Overall, the condition of the parks has not changed significantly since the 2017 assessment, allowing the consultant to utilize and update the previous assessments. In March 2024, a certified playground inspector conducted a playground audit that revealed the declining condition of the playgrounds.

Community Outreach: To ensure the Plan accurately reflects the needs of the Newark community, an extensive engagement process was undertaken, including an online survey (470 responses), stakeholder interviews (six topic areas), and community outreach events (three workshops with hundreds of participants). Feedback indicated a preference for improving existing amenities rather than introducing new ones.

Key priorities identified during this process include:

- Improved lighting at sports fields and along pathways
- Enhanced path maintenance
- Playground improvements
- Field maintenance

Proposed new elements include:

- Additional restrooms
- An all-abilities playground
- Expanded trails and pathways
- Dedicated softball fields
- Park furniture (bike racks, benches and picnic areas, trash bins)

Analysis, Project Refinement, and Priorities: With the significant information collected, the consultant has updated site-specific recommendations regarding the needs of each park. These recommendations assess the existing park network alongside community needs to identify gaps and propose systematic solutions.

Park projects will need to be prioritized. To guide the decision-making process, the consultant has developed priority recommendations that reflect both community needs and the consultant's professional analysis based on safety and the condition of park features.

The consultant will present an overview of the Plan’s development process.

FISCAL IMPACT

There is no fiscal impact associated with this item.

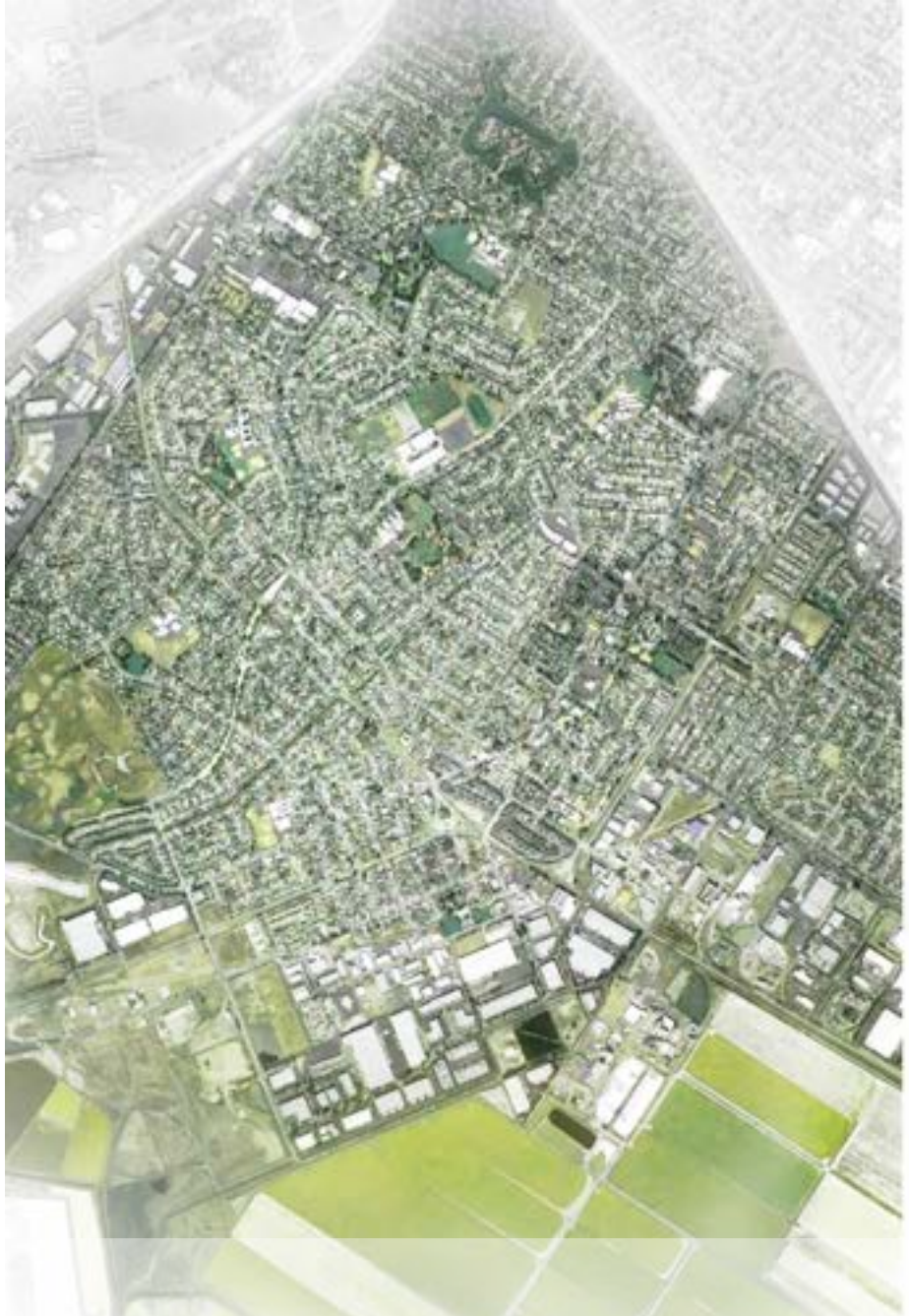
REVIEW AND APPROVAL

Prepared by - Roya Gonzalez, Strategic Initiatives Manager
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

2024 DRAFT Parks Master Plan Update

Presentation Parks Master Plan











NEWARK CITYWIDE PARKS

DRAFT OCTOBER, 2024

Master Plan Update



NEWARK CITY COUNCIL

Mayor Michael Hannon
Luis L. Freitas
Maria Collazo
Matthew Jorgens
Ana M. Apodaca

CITY STAFF

David Benoun, City Manager
Lenka Hovorka, Assistant City Manager
Nicholas Cuevas, Director of Recreation and Community Services
Roya Gonzalez, Senior Management Analyst

Prepared by:

CONSULTANT TEAM

Royston, Hanamoto, Alley and Abey, Landscape Architects
Barbara Lundburg, Urmila Venkat, Quinn Uesugi

Ballard King & Associates LTD
Darin J. Barr

Economic & Planning Systems, Inc. (EPS)
Teifion Rice-Evans


Rock 'N Roll Stage

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EXECUTIVE SUMMARY

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1.1 PURPOSE

Newark's Citywide Parks Master Plan Update provides a strategic framework for the future development and provision of parks across the city. Building on the foundation of the 2017 Citywide Parks Master Plan, this update re-evaluates prior recommendations considering current needs, community preferences, and existing conditions. The Master Plan Update identifies recreational needs, explores opportunities to enhance the existing parks network, and assesses the feasibility of introducing new amenities. It also includes a thorough evaluation of the city's current infrastructure, conducts a recreation needs assessment, and establishes a plan for implementing priority projects.

1.2 SCOPE

The scope of the Newark's *Citywide Parks Master Plan Update* includes an inventory and needs assessment, community outreach, analysis of potential project expansions, and priority setting. The Consultant team worked closely with city staff, and the community, to understand the demand for and viability of recreation projects in the city's park system.

INVENTORY AND NEEDS ASSESSMENT

The inventory and needs assessment of the *Master Plan Update* profiles the city's existing framework that shapes and informs the demand for recreation services. This element assesses the city's existing park facilities, understands past and present planning effort, analyzes the community's demographic and recreational profile, and from this, generates an assessment of need that highlights where community demand is not met by the city's supply of recreational services.

COMMUNITY OUTREACH

Community outreach was an integral part of the planning process, ensuring that user input was collected and incorporated into the *Master Plan Update*. Three public workshops were held to gather community feedback, and the Consultant team collaborated closely with city staff throughout the development of the plan. Additionally, the Update leverages data from the extensive outreach efforts conducted during the city's *2017 Master Plan*, further informing its recommendations.

POTENTIAL EXPANSION ANALYSIS AND PROJECT REFINEMENT

Prior to the creation of the *Master Plan Update*, the City of Newark had already identified several recreation facilities that were highly desired by the community through previous planning efforts. However, these projects exceeded the city's short- and medium-term financial capacity, necessitating a thorough needs assessment and prioritization process. In collaboration with city staff, the Consultant worked to evaluate, refine, and prioritize the city's vision for its park system. This process led to the development of schematic master plans for both existing parks and those planned for future development, aligning the city's park infrastructure with its ongoing growth.

PRIORITY SETTING

To establish priorities for the city's park system enhancements, the *Citywide Park Master Plan Update* is guided by the Parks, Recreation, and Open Space Element of the city's *General Plan*, as well as input collected through working with city staff and the community. The goals from the Parks, Recreation, and Open Space Element of the *General Plan* that guide this *Master Plan* include:

Goal PR-1: Protect Newark's open space for a variety of purposes, including public recreation, the managed production of natural resources, protection of environmentally sensitive areas, aesthetics, and public safety.

Goal PR-2: Expand and improve Newark's parks and recreational facilities to meet existing and future needs.

Goal PR-3: Manage Newark's parks in a way that enhances their natural qualities, conveys a positive image of the city and its neighborhoods, and fully meets the community's recreational needs.

Goal PR-5: Improve Newark's trail system, with a focus on access to the Newark shoreline, and access between the shoreline and Newark neighborhoods.

These inform the *Master Plan's* overarching goals to:

- Protect and support the existing network
- Accommodate demands in service
- Enhance community identity
- Foster connectivity

Combined with a detailed financial analysis of potential park site projects, the overarching goals support the selection of priority projects that, in assessment, will serve the community's existing and future recreational needs.

PRIORITY PROJECTS

Prior to this update, the City of Newark identified several key recreation projects that were strongly supported by the community. Both the *2017 Citywide Parks Master Plan* and the 2013 *General Plan* emphasized the need for a skate and bike park, multi-purpose all-weather turf fields at Sportsfield Park, and a dog park for public use. Since then, these facilities have been successfully completed.

Drawing from community feedback gathered through outreach events, digital surveys, and stakeholder interviews, the focus of the Master Plan Update has shifted towards upgrading and maintaining existing park amenities and infrastructure, rather than developing new, individual park projects.

With this updated assessment of community needs, the *Master Plan Update* now prioritizes the following key areas:

- Children's Play Areas
- Restroom Facilities – Renovation or new installations.
- Maintenance and Play Fields – Enhancements to existing fields and facilities.
- Trails and Pathways – Improvements to connectivity and accessibility across the parks system.

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INTRODUCTION

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SECTIONS

2.1 Introduction
2.2 Planning Process
2.3 Review of Existing and Future Planning Efforts

2.1 INTRODUCTION

In 2017 a *Citywide Parks Master Plan* was completed and approved by the Newark City Council. Priority recommendations from the *2017 Master Plan* were implemented by the City of Newark including a new dog park at Newark Community Park, and a skate park and all-weather artificial turf sports fields at Sportsfield Park. From the time of adoption, the city demographics along with additional residential development, warranted the need for an update of the Master Plan. A new planning process was initiated to explore the change in demographics, new community interest in recreation, and additional opportunities for new park amenities. *The Citywide Parks Master Plan Update* is the product of the collaboration of the Consultant team, city staff and the Newark community.

The City of Newark is located along the southwest edge of the San Francisco Bay, surrounded by the City of Fremont within Alameda County. Incorporated in 1955, the city is one of the tri-cities along with Union City and Fremont. The proximity of Newark to Silicon Valley, and impending planning development for urban growth, make Newark an active cultural and economic center in the Bay Area. The city currently has 131 acres of developed parks, with 50% of the city's open space, nearly 4,500 acres, consisting of undeveloped or non-urbanized land. In addition to Newark's existing open space network, the community has access to Coyote Hills Regional Park and the Ardenwood Historic Farm for valuable outdoor recreation. As Newark is a landlocked city with limited opportunities to develop new parks, both Parks Master Plans serve as an important tool to make better use of Newark's existing parks and explore new amenities within them.

2.2 PLANNING PROCESS

Newark's Citywide Parks Master Plan Update incorporates the input of city staff, local community, and Consultant team recommendations, while building on the city's existing *General Plan*. The following process elements were critical to developing a concise and community-oriented *Master Plan* tailored to meet city needs.

STAKEHOLDER INTERVIEWS

A series of stakeholder interviews were conducted by the Consultant team for the *Master Plan Update*. The stakeholder interviews included the members interested in pickleball, cricket groups, men's and women's softball and baseball groups, Urban Forest and Friends, and the Deaf Plus Adult Community representative. These interviews offered the opportunity for key stakeholders' groups to provide focused input and perspective on issues related to Newark's park and recreation system. Groups interviewed include:

PICKLEBALL

- Community members that are Pickleball enthusiasts

CRICKET

- ASCE (American School Of Cricket Excellence).
- VK Cricket Academy
- Tricity Performance Club Newark
- Blazers Cricket Academy
- Strikers Academy
- CritBay

SOCCER

- Newark Soccer Club
- Northern California Chinese Soccer Federation
- SVIDEA

Baseball and Softball
- Little League
- National Championship Sports/All world Sports
- Newark Girls Softball

Other
- Urban Forest and Friends
- Deaf Plus Adult Community

COMMUNITY WORKSHOPS

Three community workshops were held late Fall 2023 and Winter of 2024 to present the planning process and goals for the Master Plan Update and to collect feedback and community needs Community Workshop #1 was held on September 11, 2023, at the Newark Days Celebration in Newark Community Park. The community gave input on their desire for various recreation amenities for both adults and children. The second community workshop was held January 9, 2024, at the Newark Library's Community Room. The consultant team introduced the planning process, presented the results of the community survey and described the gap between the amenities and recreation desired by the community and those currently offered. A third community workshop held February 27, 2024, was a prioritization exercise where attendees voted for their desired amenities or activities with "Newark Bucks". Each attendee was given $500 Newark Dollars or "Newark Bucks" (fake dollars) to place at the image of their most desired amenity or activity. Notices regarding community workshops and updates to the planning process were posted regularly to the city website and Facebook page.

STAFF ENGAGEMENT

Newark's city staff provided clear guidance in the development of the *Master Plan Update*, setting concise goals for the direction of the planning process. Prior to the development of the *Citywide Parks Master Plan Update,* city staff had worked closely with community voices to develop the *City of Newark General Plan* (2013), the *City of Newark Pedestrian and Bicycle Master Plan* (2017), and the *Citywide Parks Master Plan 2017*. In working with city staff, the Consultant helped to assess, refine, and prioritize Newark's vision.

2.3 REVIEW OF EXISTING AND FUTURE PLANNING EFFORTS

Recent and ongoing planning efforts by the city provide direction for the creation of the *Citywide Parks Master Plan Update* and emphasize support for protection and enhancement of Newark's park network. A review of Newark's existing and future planning efforts was completed as part of the *Master Plan* to ensure that *Plan* recommendations support and build upon existing work. For additional information on the city's existing and future planning efforts, reviewed in the *Master Plan*, see Appendix A (Document Review).

CITY OF NEWARK GENERAL PLAN, 2013

The *City of Newark General Plan* is Newark's comprehensive planning document created to guide the city's impending growth and development while preserving and enhancing its existing character. To formalize the future of Newark's existing park system, the city's *General Plan* calls for the creation of the *Citywide Parks Master Plan* to prioritize funds for future park and recreation projects and to create a systematic foundation for the future of Newark's open spaces.

Throughout the *General Plan*, planning elements support the protection and enhancement of the city's park network through various goals, policies, and actions.

CITY OF NEWARK PEDESTRIAN AND BICYCLE MASTER PLAN, 2017

The *City of Newark Pedestrian and Bicycle Master Plan* is Newark's first bike and pedestrian transportation plan, outlining long-range pedestrian and bicycle improvement projects for the city. The *Plan*'s proposed projects provide access to the Bay Area waterfront, local parks and trails, and regional open spaces for recreation. In relation to Newark's *Citywide Parks Master Plan, the Pedestrian and Bicycle Master Plan* delineates the importance of pedestrian-scale connectivity to the city's park and open space resources as an important component of network circulation.

CITY OF NEWARK GREATER NEWPARK MASTERPLAN, 2015

Newark's Newpark Mall is a regional-serving shopping center set aside for major enhancements in the near future, guided by the work defined in the *City of Newark Greater Newpark Master Plan*. Along with the *Dumbarton Transit Oriented Development Specific Plan* and the *Southwest Newark Residential and Recreational Project*, the Greater Newpark Project is one of three sites in the city envisioned for new residential, workplace, and open space development. The *Greater Newpark Masterplan* prioritizes the reorientation of the Shirley Sisk Grove, a public open space parcel within the project boundary, to support the creation of a vibrant commercial center.

DUMBARTON TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN, 2010

The Dumbarton Transit Oriented Development (TOD) project consists of approximately 200 acres of industrial land on the west side of Newark. The railroad right-of-way on the northern edge of the project has been selected as the alignment for a potential new transit line to link southern Alameda County with the Peninsula, creating an opportunity to capitalize on public investment through adjacent development with high-density, residential, retail, and office uses and enhanced pedestrian circulation. The *Specific Plan* prioritizes the city's park network through the designation of park areas to be created in accordance with the development, providing collaboration opportunity for the *Citywide Parks Master Plan*.

SOUTHWEST NEWARK RESIDENTIAL AND RECREATIONAL PROJECT, 2009

In the *Newark California General Plan*, the city identifies several Focus Areas where major land use change is anticipated. The Southwest Newark Residential and Recreational Project, formerly identified as Area 3 and 4 of the General Plan, is an identified Focus Area for which a Specific Plan was created: the *Newark Specific Plan: Area 3 & 4 of the General Plan*. The Specific Plan defines parameters for the transition of this undeveloped area into a low-density residential development of up to 1,260 housing units, with a major recreational facility and the dedication of conservation open space on some of the low-lying land south of the railroad tracks. In relation to Newark's *Citywide Parks Master Plan*, the Southwest Newark Residential and Recreational Project provides opportunity to expand the city's public open space.

JOINT USE AGREEMENT

The city has shared joint use of Macgregor Playfields with the Newark Unified School District since 1987. Under the joint use agreement, the city constructed the playfields, parking lot, and structures, and performs ongoing maintenance, while the School District pays for the site's irrigation. The city's joint use of fields provides an opportunity to efficiently meet Newark's open space and recreation needs.

FMC WILLOW AND GRAND PARK PLAN, 2022

The FMC Willow and Grand Park project makes updates to a previously proposed plan that would create a mixed-use development with a 5-acre Grand Park and a future transit station. Located at the northwest corner of Willow Street and Enterprise Drive, the project builds off the Bayside at Newark TOD master planned community. The plan update provides new building and park design.

The project breaks the site down into 3 housing development areas, the future transit station, and Grand Park. The overall design for Grand Park takes into consideration the connection to existing retail, housing, transit, and the Bayside trail. As the park is designed to include a variety of different activity spaces, it creates an accessible park for all ages.

In relation to Newark's *Citywide Parks Master Plan Update*, the proposed development and park provides an opportunity to create an outdoor space for the community by referencing the *Citywide Parks Master Plan Update* to understand the city's needs.

CITY OF NEWARK, 2023-2024 HOUSING ELEMENT, HDC DRAFT REVISED AUGUST 7, 2023

The City of Newark 2023-2031 Housing Element HDC Review Draft outlines housing opportunities throughout the city to meet exiting and projected housing needs for all economic levels. Created in response to the California law requiring local governments to adopt a long-range general plan for future Housing Element needs, this draft provides an assessment, trend reports, references to current city plans and provides future development areas. The draft states clear goals needed to meet the City of Newark existing and future housing needs.

By referencing 2021 Bayside Newark Specific Plan, 2021 Old Town Specific Plan, and the 2018 NewPark Place Specific Plan the HDC Review Draft begins to layout potential areas for development. The largest area for potential development is the Bayside Network. This would provide 200 acres for a walkable neighborhood which includes various housing types, open space, and access to the future Dumbarton rail line. The plan reviews access and current networks of pedestrian, bicycle, and public transportation in relation to housing areas. Although the City of Newark has a relatively low unhoused population compared to the largest Alameda County, it has the highest perfect of people seeking housing services. The unhoused mainly reside in the Mirabaeu and Mayhews Landing areas where there is more open space.

The *Citywide Parks Master Plan Update* will consider the locations of future developments in proximity to the city's parks and how the proposed circulation is affected. The plan will also take into consideration the assessment of the parks which hold the unhoused.

OLD TOWN NEWARK SPECIFIC PLAN, SEPTEMBER 23, 2021

The Old Town Newark Specific Plan proposes a redesign to revitalize the 76-acre area. Originally designed in 1878, Old Town was a thriving downtown area for the middle-class community. Since the incorporation of Newark in 1955, Old Town Newark has slowly become an underused street for through traffic. Currently Old Town Newark has no identifiable identity. The proposed plan aims to bring back a sense of place and community to the neighborhood.

In the last 30 years there have been multiple plans to revitalize Old Town Newark. The current Specific Plan builds off the efforts of these past plans and introduces new concepts that align with current trends and feasibilities. A key area identified to initiate change is Thornton Ave. Thornton Ave is the main corridor in Old Town and provides a connection to Dumbarton Bridge and Silicon Valley. Through major street improvements the downtown area will promote healthy living, reduce traffic congestion, and connect community to open spaces. The plan also adopts the City of Newark Pedestrian and Bicycle Master Plan. The plan highlights the importance of having a pedestrian friendly corridor that aids in connecting the overall community to active open spaces.

The *Citywide Parks Master Plan Update* will consider all improvements identified in the Old Town Newark Specific Plan in the review process to ensure connectivity between City's parks and Old Town Newark.

CITY OF NEWARK NEWPARK PLACE SPECIFIC PLAN, PROPOSED AMENDMENTS, JUNE 2021 PLANNING COMMISSION DRAFT

The *City of Newark NewPark Place Specific Plan 2021* is an amended document to the previous plan proposed in 2018. The plan aims to be used as a tool for development implementation by using the 2013 City of Newark General Plan and the 2015 Greater NewPark Masterplan as a reference for building, policy, and design criteria. NewPark Mall is a 125-acre area which includes approximately 90 stores and the 2-acre Shirley Sisk Grove Park. Under new ownership, NewPark Place has resubmitted plans that make updates to residential, retail, circulation, open space and block layout in response to the changing needs and priorities of the community. The following are goals laid out in the Specific Plan:

The Citywide Parks Master Plan Update will create recommendations for Shirley Sisk Grove Park that asses the future development and wider community needs. It will consider its private/public partnership and how that can create more opportunities for recreational programming.

PLAYGROUND SAFETY AUDIT, MARCH 2024

A certified playground safety inspection and audit of Newark's playgrounds was conducted by a certified playground inspector with Sedgwick Risk Control on March 19 and 20, 2024. The following parks with playgrounds were inspected:

- Birch Grove Park
- Byington Park
- Civic Center Park
- Newark Community Center Park
- Jerry Raber Ash Street Park
- Mayhews Landing Park
- Mirabeau Park
- Musick Park
- Silliman Preschool Playground
- Susan Johnson Bridgepointe Park

The conditions of the playgrounds observed were measured against the standards established by the American Society for Testing Materials Standard F1487-21 and the guidelines established by the Consumer Product Safety Commission handbook for Public Playground Safety, Publication #325 (2015).

Hazards identified are prioritized based on the following factors:

- Probability – the likelihood that users would encounter the hazard.
- Probability – the probability that users could have an accident as a result of the hazard
- Consequences – the most likely level of injury that would result

Priority 1 – Permanent disability, loss of life or body part (Condition should be corrected immediately)
Priority 2 – Serious injury resulting in temporary disability (Condition should be corrected as soon as possible)
Priority 3 – Minimum non-disabling injury (Condition should be corrected very soon)
Priority 4 – Potential for injury very minimal (Condition should be corrected if it worsens)
Priority 5 – Existing condition does not present a hazard at this time, or the condition is non-compliant with out posing a risk of injury (Action determined by the entity based on its priorities)

See Appendix G for detailed evaluation of each playground

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EXISTING FRAMEWORK

1 2 3 4 5 6 7



SECTIONS

3.1 Park Amenities Overview
3.2 Demographic Profile
3.3 Recreational Trends

This portion of the *Master Plan Update* outlines the existing facility framework and city conditions that inform *the Update*, including an overview of the city's park and recreation assets, the community's demographic profile, and current and emerging trends in recreational planning that impact the *Master Plan's* recommendations.

3.1 PARK AMENITIES OVERVIEW

EXISTING PARK NETWORK

The City of Newark applies two types of standards in park planning. The first standard is the city's adopted planning requirement of 3 acres of parkland per 1,000 residents in the application of the Quimby Act, which establishes a standard for land set aside by current and future developers. In California, dedication requirements under the Quimby Act may range between 3 acres per 1,000 residents to 5 acres per 1,000 residents, dependent on a city's existing supply of parkland.

As outlined in best practices from urban planning, local government policies, and national guidelines, the second standard of park planning involves the creation and enforcement of service area standards. In the City of Newark, these standards categorize parks into neighborhood parks, community parks, and special use parks.
Neighborhood parks are defined as resident-serving spaces, typically ranging from 5 to 10 acres, and are accessible within a half-mile radius. These parks often feature lawns, playgrounds, and small recreational facilities such as basketball courts. Community parks, which range from 15 to 20 acres, serve a broader area, providing amenities to residents within a 1- to 2-mile radius. These parks typically offer off-street parking, larger recreational facilities, and are accessible by public transit. Special use parks are not defined by size or service area but are distinguished by the unique function or facility they provide to the city.

The Newark Recreation and Community Services Department operates 13 acres of city parks and several recreation facilities. 124 acres of this parkland is city-owned, with an additional 10 acres leased at MacGregor Play Fields through the Newark Unified School District. The City of Newark maintains 14 parks in total: 9 neighborhood parks, 3 community parks, and the 2 special use parks Shirley Sisk Grove and MacGregor Play Fields. Based on the 2020 census, the city maintains 3.19 acres of parkland per 1,000 residents, inclusive of MacGregor Play Fields due to long term joint use.

In recreation facilities, the city owns and operates the Silliman Activity and Family Aquatic Center, the Clark W. Redeker Newark Senior Center, and the Newark Community Center (not programmed, but available for community events and rentals). Table 1 lists the city's parks, per service area classification, several of the facilities offered, and their location.

Table 1 – Newark Public Parks

Park	Acres	Facilities	Location
Neighborhood Parks			
Byington Park	3	Play structures, picnic facilities, water feature	Central Avenue at Byington Drive
Civic Center Park	5	Play structures, basketball court, pathways, picnic facilities	Civic Terrace Avenue at Newark Boulevard
Jerry Raber Ash Street Park	6	Play structures, softball fields, basketball court, picnic facilities	Enterprise Drive at Filbert Street
Lakeshore Park	26	26-acre total includes 10 acres of lawn, paths, and par course area and a 16-acre water area with fishing and boating	Lake Boulevard at Parkshore Drive
Mayhews Landing Park	8	Play structures, basketball court, picnic facilities	Cherry Street at Montcalm Avenue

Mirabeau Park	6	Play structures, paths, picnic facilities	Haley Street at Mirabeau Drive
Musick Park	1	Play structures, picnic facilities	Musick Avenue at Cedar Boulevard
Sanctuary Park	3		Dragonfly St and Sea Turtle Ave
Susan Johnson Bridgepointe Park	4	Play structures, picnic facilities	Spruce Street at Bridgepointe Drive
Community Parks			
Birch Grove Park	15	Play structures, water feature, lit softball field, basketball court, tennis courts, picnic facilities, restrooms	Birch Street at Robertson Avenue
Newark Community Park	16	Play structures, warm-up wall, basketball and handball court, lawn, paths, tennis courts, picnic facilities, Community Center	Cedar Boulevard at Chapman Drive
Sportsfield Park	20	Lighted and non-lighted softball field, soccer fields, skate park, George Silliman Community Activity Center	Mowry Boulevard at Cherry Street
Special Use Parks			
Shirley Sisk Grove	2	Passive open space for summer concerts	Cedar Boulevard at North Magazine
MacGregor Play Fields	11	Soccer and baseball practice and game fields	Cedar Boulevard at Lake Boulevard

ISSUES AND OPPORTUNITIES

A full inventory of the city's parks was completed through the original *Master Plan* process. Over several tours during April and May 2016 each city-owned, or programmed, park was visited with the assistance of city staff and members of the Consultant team. During late Fall of 2023 for the M*aster Plan Update*, the consultant team had staff on-site to engage the park staff and city leadership. The staff were passionate about the park system as a cherished asset to the community. They were also very engaged about opportunities to modernize their operation in terms of a formal park maintenance plan and incorporation of more technology. Staffing levels were a focused topic of discussion with both staff and the consulting team. The consultant team also visited and assessed the new Sanctuary Park with city staff. Parks were inventoried to assess how each asset currently serves the community and where they hold potential to expand and improve upon recreational opportunities. This assessment aids in determining the level of recreational need currently being met while identifying those recreational wants that are lacking or not being served in the City of Newark. The following information was collected for each park:

- Location: Intersection
- Size: Park acreage
- Use: Serving neighborhood, community, or special use
- Current condition: Description of current conditions
- Facilities and amenities: List of facilities and amenities provided
- Recreation provided: City-supported recreation provided
- Accessibility: General assessment of ease of access for all users
- Constraints: Features that compromise the site's full potential
- Opportunities: Preliminary ideas regarding opportunities to expand or enhance the site's recreation

In inventorying the city's existing park network, several issues and opportunities were identified that apply universally across the Newark park system. These issues include accessibility, maintenance, quality of structures and facilities, and a general need for site activation.

Accessibility

Throughout the park system compliance with standards of accessibility can be enhanced, especially in the city's playground design. To improve accessibility, while decreasing maintenance requirements, the *Master Plan* recommendations consider replacing engineered wood fibar ("tanbark") with resilient rubber matting surfaces. The short-term cost of rubber matting may be desirable compared to the long-term maintenance cost of wood fibar. In lieu of replacing existing fibar, the city should ensure that accessible ramps lead into each play area.

In playground accessibility, the *Master Plan* also considers providing universal play equipment and transfer stations, which allow users to access elevated play structures without use of a wheelchair or mobility tool. Play structures should encourage interactive play for children of all abilities and installing universal play equipment, such as spinners and saucer swings, can provide recreation options to a diversity of users. The *Master Plan* did not conduct a formal accessibility study.

Maintenance

In the inventory of Newark's parks, overall park facility maintenance is challenging. As is common in public open space, graffiti, vandalism and litter are unwanted companions to many of the city's open space assets. To enhance community pride and investment in the daily upkeep of shared green space, the current *Master Plan Update* continues to reinforce the importance park maintenance.

Quality of Structures and Facilities

Newark's park system incorporates a variety of essential recreation elements such as playgrounds, picnic tables, walking paths, and lighting. Though these elements support the existing parks, many are aged and require an update or replacement.

Newark's playgrounds and play structures can attract a wider range of users through updated design and program. Thematic design, nature play, and the addition of interactive elements create a varied and creative experience for young users. When replacing playground equipment, Newark may consider combining tot and school age play into one all-inclusive playground.

Picnic and seating options also provide opportunity for improvement and social interaction. The *Master Plan Update* considers replacing or enhancing these existing structures to continue accommodating community members for current and future enjoyment. Focusing on variety in aesthetic character, while improving functionality through additional shade structures, is recommended.

The majority of Newark's parks maintain asphalt walking paths that are frequently in use. As popular modes of pedestrian circulation, the *Master Plan Update* considers continuation of the park pathway replacement program, which need regular resurfacing, with concrete paths which require less long-term maintenance. The provision of all-weather pathways along park perimeters to further support walking and jogging in the community, is also in consideration. Improved, or added, lighting through park paths will also improve user experience. Night-time visibility for security and safety was identified as a community priority and henceforth has been recommended in the *Master Plan Update*.

Activation

Though Newark has a variety of open space assets, this inventory and assessment finds that the majority of the city's parks are underutilized. The master planning process prioritizes activating use through programming considerations and supporting alternate recreation uses through the creation of unique special use facilities within parks, such as a bike skills track, where opportunity exists.

To see additional, detailed information on the park system inventory, please see Appendix B (Park System Inventory & Assessment).

PARKS IN PLANNED DEVELOPMENTS

Beyond the city's existing park network, the *Master Plan Update* incorporates the planned development of two additional parks within the Newark park system: Grand Park and Sanctuary Park.

The FMC Willow and Grand Park project revises a previously proposed plan, introducing a mixed-use development featuring a 5-acre Grand Park and a future transit station. Located at the northwest corner of Willow Street and Enterprise Drive, this project builds on the existing Bayside at Newark TOD master-planned community. The updated plan includes new building designs and a reimagined park layout.

The site is divided into three distinct housing development areas, a future transit station, and Grand Park. The park's design thoughtfully integrates connections to existing retail, residential areas, transit infrastructure, and the Bayside Trail, creating a well-connected space for the community. With a variety of activity spaces catering to all age groups, Grand Park is designed to be an accessible and dynamic community hub. This park is an independently funded project, with design and construction costs covered by a private development team.

Sanctuary Park is a 3-acre neighborhood park that has been constructed as part of the Sanctuary Village housing development. Designed to serve the Sanctuary Village neighborhood, this park will provide a vital recreational space for the local community. Located between Sea Turtle Avenue and Brush Rabbit Avenue along Dragonfly Street, the park plans include parcel grading, drainage improvements, and the installation of irrigation systems for turf fields. The park will also feature new tree plantings and understory landscaping to enhance the open space infrastructure.

Sanctuary Park's open fields are designed to accommodate multi-use play areas, offering a valuable recreational asset to both the Sanctuary Village neighborhood and the broader Newark Parks and Recreation system.

3.2 DEMOGRAPHIC PROFILE

To understand the community, a demographic profile was created using Environmental Systems Research Institute (ESRI) utilizing 2020 Census data and their demographers for 2023-2028 projections. In addition to demographics, ESRI also provides data on housing, recreation, and entertainment spending and adult participation in activities.

The demographic profile supplies information on who comprises the Newark community, informing the recommendations of the *Master Plan Update*.

POPULATION PROJECTIONS AND DENSITY

The City of Newark is a diverse and dense, urban enclave with dramatic population growth expected within the next two decades. Newark grew rapidly during the 1960s and 70s, and steadily increased in population at a rate ranging between 12% and 18% through the year 2000. Between 2000 and 2010, however, the City's growth stalled with only a 0.2% rise in population. From 2010 to 2020 Census, the city returned to moderate growth of 11.6% by expanding from a reported 42,573 to 47,529 persons. See Table 2 for the city's race and ethnicity estimates.

Table 2 – 2020, 2023, and 2028 Race and Ethnicity Estimates

Estimates	2010	%	2023	%	2028	%
Total Population	47,592		48,855		48,479	
Hispanic or Latino	14,360	30.0%	14,712	30.1%	14,815	31.0%
White Alone	10,762	23.0%	10,065	20.6%	8,791	18.0%
Black Alone	1,584	3.0%	1,625	3.3%	1,508	3.0%
American Indian Alone	560	1.0%	569	1.2%	553	1.0%
Asian Alone	19,801	42.0%	21,470	44.0%	22,417	46.0%
Pacific Islander Alone	693	1.0%	690	1.4%	652	1.0%
Some Other Race Alone	8,317	18.0%	8,542	17.5%	8,754	18.0%
Two or More Races	5,812	12.0%	5,894	12.1%	5,804	12.0%
Totals		100%		100%		100%

Though the city is expected to grow another 2.0% to 48,479, between 2020 and 2028, high demand for housing and action taken by the city to support its development is projected to significantly increase the city's population over the next two decades, exceeding both Nielsen and ABAG projections. The city's 2013 *General Plan* supports a substantial increase in residential development. While ABAG projects a Newark population of 57,000 residents by the year 2040, the city's *General Plan* projects a 46% increase in housing units, due to multiple development and housing projects approved by the city, increasing the population to an estimated 60,000 residents by 2035.

In density, Newark had a 2020 population density of 3,424 persons per square mile compared to Alameda County's density of 2,043 persons per square mile, and 13 times greater than the State of California's population density of 232 per square mile. Comprising nearly 14 square miles, Newark's built-out character requires thoughtful planning to better use the city's existing parks and explore the provision of new facilities within them that meet growing recreational demands while serving the growing population.

AGE GROUPS

The City of Newark, according to the 2020 Census, has three significant age cohorts that define its community profile. The city is comprised of 15.3 Baby Boomers, aged 55+; 23.9% Youth, aged 0 to 17 years; and 36.1% Family Forming Adults, aged 20 to 44 years. These age groups are prime users of city recreation facilities and services.

The Youth cohort drives demand for extracurricular enrichment activities such as before and after school programming, camps, sports, and age-oriented programs for young and teen-age groups. The need for parks and recreation services and amenities will persist as this age group, along with family-forming segments of the population, continues to rely on community recreation for leisure services. Family Forming Adults, aged 21 to 44 years, comprise the largest segment of the population, indicating a continued need for family, youth and preschool services, recreation amenities, and parks within the City of Newark.

The Baby Boomer generation, a cohort aging in place and creating a demand for increased services and programming, comprises 20% of the city's age groups. 2020 population projections indicate that older adults and retirement age cohorts, including Baby Boomers, will peak and begin to decrease in population as they remain in their Newark residences. The need for senior services, health and wellness, fitness, and support systems for an aging population will remain in demand as elements in the city's existing recreation network.

HOUSEHOLD COMPOSITION AND RESIDENCY

There were 14,946 households in the City of Newark at the time of the 2020 Census. Of these, nearly 85% were family households which include a householder and one or more people living in the same household related to the householder by birth, marriage, or adoption. 37.9% of households had individuals under 18 years of age. Additionally, the median age of householders is growing as homeowners remain in place; in 2020 the median age was 35.4, in 2023 it was 38.2, and is projected to be 39.1 years in 2028.

According to the 2020 Census, there were a total of 15,371 housing units, and 97.2% of those housing units are occupied. Of the occupied units 67.8% are owner occupied and 32.2% are renter occupied.

INCOME

Overall, Newark is a relevantly affluent community in the Bay Area. The 2023 projected median household income for the City of Newark was $150,574, higher than the State of California at $89,455. From 2023 to 2028 the median household income is projected to increase to $167,640. There is a portion of the community, however, that will continue to benefit from subsidized programming and fees in order to have access to parks and recreation and community department facilities and services, as 5.8% of households make less than $25,000. While this is a significant number it is less than that of 13.9% of households making less than $25,000 on the state level.

For more information on the city's demographic analysis and community profile, please see Appendix C (Demographic and Recreational Trends).

3.3 RECREATIONAL TRENDS

Understanding existing and emerging trends in recreational planning is an important tool in projecting interest in and use of recreation services. For the City of Newark, an analysis of demographic, recreation, social, economic, and regional trends was conducted to best inform the *Master Plan Update*. Understanding these trends ensures that the city's planning efforts look ahead while staying relevant with other service providers.

DEMOGRAPHIC TRENDS

Baby Boomers

Baby Boomers are a growing population segment that desire activities and programs that will assist them in maintaining a long and healthy lifestyle. Born between 1946 and 1964, those in this group generally do not view themselves as seniors and many do not plan to retire like generations before them. 7 in 10 Americans plan to work following retirement from their mainstay career, and an additional 14% plan to continue their work as volunteers.[1] In the City of Newark, 19% of the population is aged 52 to 70. Baby Boomers embrace physical fitness and are invested in personal health.[2] Park and recreation departments can facilitate Boomers' needs in physical health, interests and hobbies, resource accessibility, and volunteerism.

Many of today's Boomers are part of the Sandwich Generation, adults who are providing some kind of care for a parent while raising or supporting their own children. It is estimated that 20 million Americans are currently in this cohort, with that number expected to double within the next 10 years.[3] With an aging population and a generation of young adults struggling to achieve financial independence, the burdens and responsibilities of middle-aged Americans are increasing. Nearly half, 47%, of adults in their 40's and 50's have a parent aged 65 or older and are either raising a young child or financially supporting a grown child, age 18 older.[4] The impact of the Sandwich Generation on recreation is seen in the increased need for multi-generational facilities that serve children, adults, and older adults at a single location and often, simultaneously.

Racial and Ethnic Diversity

According to ABAG, two demographic trends are shaping the growth of Bay Area communities: substantial racial and ethnic diversification, with a

1 John J. Heldrich Center for Workforce Development, Rutgers, The State University of New Jersey Center for Survey Research and Analysis, and the University of Connecticut. (2005). Work Trends: Americans Attitudes About Work, Employers, and Government. Retrieved July 6, 2007 from www.heldrich.rutgers.edu/Resources/Publication/192/WT16%20Press%20Release.pdf

2 Springs, Stephen. "Designing Recreation Centers for Seniors." Athletic Business Magazine. February 2015.

3 Parker, Kim and Eileen Patten. "The Sandwich Generation: Rising Financial Burdens for Middle-Aged Americans." (1). *Pew Research Center: Social and Demographic Trends*. Pew Research Center, 30 Jan 2013. Web. 21 Jan 2014. <www.pewsocialtrends.org/files/2013/01/Sandwich_Generation_Report_FINAL_1-29.pdf>

4 Ibid.

specific increase in Asian and Latino, or Hispanic, populations.[5] Reflected in the city's own demographic profile, recreational planning will need to meet the needs and expectations of a diverse and growing community.

Millennials

Those born between 1982 and 2000 are referred to as the Millennial Generation. Now between the ages of 16 and 34 years, Millennials number nearly 11 million in the State of California.[6] This generation is the most educated generation of Americans, the most ethnically diverse generation in United States history, and possesses the most disposable income.[7] A highly mobile population, recreational planning should take into account the future needs of this demographic.

RECREATION TRENDS

Childhood Obesity and Health

Childhood obesity has gained significant awareness in recent years as a public health concern. In 2010, more than one third of children and adolescents were overweight or obese,[8] with obesity currently affecting 17% of all children and adolescents in the United States.[9] In the City of Newark, nearly 40% of students were categorized as overweight or obese, according to a University of California Los Angeles study on the results of the 2010 California Physical Fitness Test (PFT).[10] Parks and recreational planning have the capacity to promote active lifestyles through the provision of active programs and ensuring a safe, accessible open space network.

Unstructured Recreation

Self-directed play and the development of recreation space that allows for unstructured activities is a significant recreational trend that parks and open space environments enable. Linking parks together with green corridors and trails is a feature of community design that encourages mobility, accessibility, socialization, fitness, and an appreciation of the natural environment. The ability to encourage spontaneous play environments is of increasing importance in park design.

SOCIAL TRENDS

Community Design for Social Recreation and Inclusion

Addressing issues of social alienation and physical inactivity through community design, to create usable and vibrant social space, is an emerging trend in recreation planning. [11] As inactivity and social isolation increase, so does the incidence of obesity, heart disease, diabetes, depression, and mental illness.[12] Thriving public spaces promote the familiarity and social bonds that make communities and neighborhoods safer and healthier. In promoting social recreation, inclusive design is an important consideration to facilitate interaction by users with various ages, physical abilities, and cultural interests.

5 Association of Bay Area Governments & Metropolitan Transportation Commission. "Plan Bay Area: The Bay Area in 2040 (30)". Electronic. http://files.mtc.ca.gov/pdf/Plan_Bay_Area_FINAL/2-The_Bay_Area_In_2040.pdf

6 Nielsen Corporation *SiteReports*. Figure is based on 2014 estimates for the Town of Windsor, using age groups 15-20, 21-24, and 25-34. See Demographic Analysis for data.

7 California State Parks, Recreation Opportunities publication, March 2010.

8 Ogden CL, Carroll MD, Kit BK, Flegal KM. Prevalence of obesity and trends in body mass index among US children and adolescents, 1999-2010. *Journal of the American Medical Association* 2012;307(5):483-490.

9 Centers for Disease Control and Prevention, "Childhood Overweight and Obesity" <www.cdc.gov/obesity/childhood/> Atlanta, GA. 5 Aug 2013. Web. 22 Jan 2014.

10 California Dept. of Education, Physical Fitness Testing Research Files (Dec. 2013).

11 Project for Public Spaces. (2006). Health and Community Design, Project for Public Places. Retrieved July 18, 2007 from http://www. pps.org/info/placemakingtools/issuepapers/health_community

12 California State Parks, Recreation Opportunities publication, March 2010.

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Sensitivity to Gender Neutrality

Municipal parks and recreation departments are charged with providing healthy and safe recreation programs and services to all community members. As issues of gender and transgender rights gain heightened national awareness, families, communities, and institutions nation-wide are adopting the practice of gender neutrality, defined as creating an environment in which distinguishing roles based on someone's sex or gender is discouraged. In response, parks and recreation departments are reevaluating policies, facilities, and programs to encourage gender neutrality and not obstruct participation.[13]

Technology and Social Media

Mobile device technology now plays an important role in recreational lives and habits. Internet and mobile applications are frequently used as tools in activities and programming, with the internet becoming a key method of communicating information. Residents are turning to the web for information, which must be accurate and easy to access to understand their community's park network.

ECONOMIC TRENDS

Fiscal Accountability

Municipal parks and recreation agencies are required to be fiscally responsible while meeting the challenge of increased demand for services from a growing population. Park and recreation departments must be financially sustainable, competitive in the marketplace, and incorporate sound business practices in operational planning. The City of Newark has experienced these impacts as it grows and develops. The city's Recreation and Community Services Department has a significant challenge in securing sustainable funding to provide the services and facilities needed for the population now and in the future, requiring the creation of a flexible and feasible implementation and operation plan for the city's park updates and enhancements.

REGIONAL TRENDS FROM RECREATION PROVIDERS

Understanding trends impacting local recreation service providers informs the city's Recreation and Community Services Department in the provision of services. Recreation Management, a national organization focused on recreation, sports and fitness facilities, conducts an annual survey to assess trends in the field. This survey gathers input from public and private recreation service providers in the United States, with responses organized by region.

The 2016 survey found that service providers in the West Region, which incorporates California, are more likely to:

- Serve all-ages, with a focus on adult and senior programming
- Have energy efficient facilities
- Expect development in recreation and additional facilities
- Include special use facilities such as dog parks and community gardens
- Provide programming for individual enrichment such as yoga and performing arts

These responses provide benchmarks and assist in shaping the trends and direction of similar jurisdictions in the regional area.

For a detailed description of the recreation trends analysis completed for the *Master Pla*n, see Appendix C (Demographic and Recreational Trends).

13 Oakleaf, Linda. "Social Equity in Parks for the Transgender Community." Parks & Recreation Magazine. October 2015. http://www.parksandrecreation.org/2015/October/Social-Equity-in-Parks-for-the-Transgender-Community/

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NEEDS ASSESSMENT

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SECTIONS

4.1 Demand
4.2 Supply
4.3 Filling the Gap

This section looks at gaps in the city's park network, established through the collection of community input and collaboration with city staff while incorporating the assessment of the 2017 *Citywide Parks Master Plan* and the city's existing framework. Identifying opportunities for enhanced service informs the Master Plan in creating a sustainable and fulfilling park network that addresses community needs and will serve residents for years to come.

The needs assessment for the *Citywide Parks Master Plan Update* was conducted in the form of a gap analysis. See figure 1 - Gap Analysis. Gap analysis is generated from an assessment of the city's existing community profile, current trends in recreation management, a review of the city's supply of recreation amenities, and the community's input and expectations. Assessing the level of demand, compared to the city's supply of recreation services, identifies gaps in service and opportunities to satisfy community needs.

FIGURE 1 – GAP ANALYSIS



4.1 DEMAND

An understanding of the city's demand for parks recreation service is informed by an evaluation of the collected community input, the city's demographic profile, and trends in recreation that may impact city park services.

COMMUNITY INPUT

Community input was gathered through a wide range of data gathering efforts. These could be categorized into three categories: Notices regarding community workshops and updates to the planning process were posted regularly to the city website.

- Community Survey
- Community Outreach events
- Stakeholder Interviews

COMMUNITY SURVEY

To assess community needs and interest in Newark's recreational services, a Community Survey was prepared and accessed via Survey Monkey. The Community Survey was available online through Newark's city web site. Additionally, seed packets with the QR code to the survey were distributed to the community throughout various community events and outreach workshops during the open data collection period. Paper copies of the survey were made available at public facilities. The survey was conducted for 5 months from September 2023 to February 2024. The survey resulted in a total of 470 responses.

See Appendix D for a summary of community survey results

Community Outreach Events

Throughout the Fall of 2023 and Winter of 2024, three community outreach events were conducted to present the scope and goals of the *Citywide Parks Master Plan Update*. These outreach events provided an opportunity to gather feedback and community input while sharing updates on the planning process. The outreach events revealed that the Newark community places a higher value on improving and upgrading several existing amenities rather than introducing entirely new ones. The amenities that emerged as the highest priorities include:

- Lighting at sport fields and courts for safety and evening recreational use
- Additional lighting along pathways
- Improved path maintenance
- Playground improvements to several parks
- Field maintenance

Some of the new elements to be included to the park amenities are:

- New Restrooms
- All abilities playground
- Trails and Pathways

Three community outreach events were held late Fall 2023 and Winter of 2024 to present the planning process and goals for the *Master Plan Update* and to collect feedback and community needs. Community Outreach Event #1 was held on September 17, 2023, at the Newark Days Celebration at the Newark Community Park. The community gave input on their desire for various recreation amenities for both adults and children. The second community outreach event was held January 9, 2024, at the Newark Library's Community Room. The Consultant team introduced the planning process, presented the results of the community survey and described the gap between the amenities and recreation desired by the community and those currently offered. A third community outreach event, held February 27, 2024, was a prioritization exercise where attendees voted for their desired amenities or activities

Notices regarding community outreach events and updates to the planning process were posted regularly to the city website.

See Appendix D (Community Workshops, Notes, & Summary) for notes, photos, and a detailed summary of the community workshops.

COMMUNITY ENGAGEMENT OVERVIEW

Community Outreach #1

The first community workshop took place during the Newark Days festival, a popular annual event held at Newark Community Park, centered around the MacGregor Fields and Newark Community Center at 35501 Cedar Blvd. Newark Days is a four-day celebration commemorating the City of Newark's birthday, attracting a diverse cross-section of the community each September.

During the event, we engaged with a broad spectrum of community members, including adults, seniors, and children of all ages. The booth served as an introduction to the *Citywide Parks Master Plan Update*, where we explained the planning process, goals, and intent of the update. Attendees were encouraged to provide initial input on their preferences for park amenities and share their vision for the city's park and recreation network. Alongside the event the community survey was kept open to gather a broader range of feedback from community members.

Feedback from this workshop highlighted an appreciation for Newark's existing park space, with many attendees noting that the overall size and location of parks effectively served the community. However, there was a strong consensus on the need for improved maintenance and upgrades to existing facilities across the city's park network. Key concerns included enhanced turf maintenance for sports fields, better trash management, and the modernization of structures such as playgrounds and picnic facilities to ensure ease of access and inclusivity for all users.

Understanding that a significant focus of the *Master Plan Update* is to assess the feasibility and prioritize the development of new park facilities, attendees were also asked to share their desires for future additions. Participants strongly advocated for the creation of an all-abilities playground, the installation of new restrooms, and the expansion of trails and pathways to better connect the city's open spaces and parks.

Community Outreach #2

The second community outreach event took place on January 9, 2024, in the Community Room at the Newark Library. During this session, the Consultant team introduced the planning process, presented the results of the community survey, and discussed the gap between the amenities and park recreational facilities desired by the community (demand) and those currently available (supply). This gap represents the difference between what the community seeks and what is presently offered.

The workshop served as an informational session to update the community on the consensus around desired amenities, the current offerings within the city's parks facilities, and the identified gaps between the two. Attendees were then organized into smaller breakout groups to participate in a prioritization exercise. Each group was asked to address two key questions: first, to identify sports and recreation facilities they believed would better serve community needs, and second, to prioritize their top three projects or amenities. After the group discussions, each group presented their findings, which were documented for further analysis. Detailed notes, photos, and summaries of these discussions can be found in Appendix D (Community Workshops, Notes, and Summary).

As the workshop concluded, the Consultant team introduced the community to the upcoming "Newark Bucks" exercise, which would take place during the third outreach event. This interactive workshop had been highly popular during the *2017 Citywide Parks Master Plan* outreach, and the Consultant team recognized it as a valuable and engaging tool for gathering input on the community's priorities.

Community Outreach #3

A third community workshop held February 27, 2024, involved a prioritization exercise where attendees were asked to vote for their desired amenities or activities. This was made interactive with an investment-based strategy wherein each attendee was given $500 Newark Dollars or "Newark Bucks" (fake dollars) to put towards 20 identified amenities / activities. They were allowed to spend all their "bucks" on one amenity or distribute them across different amenities. The key was that all attendees were given a fixed spending amount to place at the station of their most desired amenity or activity. Once the community had an opportunity to complete their spending exercise the bucks were counted, and the valuation of each amenity/activity were tallied up. The results were drafted on flip charts and presented to the attendees. Amenities which were valuated at over $1000 Newark Dollars rose to the top of the chart, of the 20 amenities/activities the following amenities received the highest valuation of "Newark Bucks":

- Softball Fields
- Restrooms- Update/New
- Play structures- Update/New
- Trails-Hiking/Walking
- Additional Lighting

For a full summary of notes and findings from this workshop see Appendix D (Community Workshops, Notes, & Summary).

Stakeholder Interviews

In addition to community engagement workshops, the *Master Plan Update* process also included stakeholder interviews. The consultant team conducted stakeholder interviews which included the members interested in pickleball, cricket groups, men's and women's softball and baseball groups, Urban Forest and Friends, and the Deaf Plus Adult Community representative. These interviews offered the opportunity for key stakeholders' groups to provide focused input and perspective on issues related to Newark's park and recreation system. Groups interviewed include:

Pickleball
- Community members that are Pickleball enthusiasts

Cricket
- ASCE (American School Of Cricket Excellence).
- VK Cricket Academy
- Tricity Performance Club Newark
- Blazers Cricket Academy
- Strikers Academy
- CritBay

Soccer
- Newark Soccer Club
- Northern California Chinese Soccer Federation
- SVIDEA

Baseball and Softball
- Little League
- National Championship Sports/All world Sports
- Newark Girls Softball

Other
- Urban Forest and Friends
- Deaf Plus Adult Community

PRIORITY PROJECTS

During the *2017 Citywide Parks Mater Plan* community workshop #2, park projects were selected through collaboration with city staff and the Consultant team as elements to meet recreational demand in the city. Prior to the *Citywide Parks Master Plan,* city staff had worked closely with community voices in earlier planning efforts, allowing them to enter this planning process with identified new recreational facilities and park expansions that could serve Newark's recreational needs. The results of the 2017 workshop revealed the following as top-priority projects in the *Newark Citywide Parks Master Plan*:
- Dog Park
- All-Inclusive Playground
- Synthetic Turf Field(s) with Lights
- Bike Skills Track
- Skate Park

Of the above-mentioned projects the following projects have been completed:
- Dog Park
- Synthetic Turf Field(s) with Lights
- Skate Park

In addition to the new elements to be included to the park amenities identified as a part of the *Master Plan Update*, the projects that are still pending completion from the *2017 Citywide Parks Master Plan* are:
- All-Inclusive Playground
- Bike Skills Track

The schematic master plans were updated to incorporate this community input, some of the significant improvements made to the schematic plans resulted in additional play areas, additional lighting along exterior pathways, outdoor fitness equipment, as well as additional benches and picnic areas.

COMMUNITY PROFILE

Newark's community profile shows a city with high demand for recreation and a need for continued park and recreation services as the city expands. The community is family-oriented with aging adults, rooted in their households, prime users of the city's park network. The city is also racially diverse, dense in population, and largely built-out with substantial expected population growth. This character requires thoughtful planning to better use the city's existing parks and explore the provision of new facilities within them that will meet growing recreational demands while serving the growing population.

TRENDS IN RECREATION

Communities are moving towards recreational planning that takes into account accessibility, inclusion, and environmental and fiscal sustainability. As the city updates and expands its recreation network it must support user demands. Aging community members and increasing racial diversity impact desired recreation services, while general trends in programming direct user desires. Providing space for flexible and health-oriented activity is a priority for the community. Ensuring that new planning will incorporate inclusion, community cohesion, and technology will be important considerations for the implementation of the *Master Plan Update*.

4.2 SUPPLY

EXISTING FACILITIES

The city's existing park network is extensive in size, with parks throughout the city. Neighborhood, community, and special use parks provide community members with programmed recreation and flexible activity, while surrounding open space assets serve as additional places of recreation value. The aged system, however, reveals general issues in accessibility, maintenance, quality of structures and facilities, and an overall need for site activation. Updates to existing infrastructure, regular maintenance, and enhanced safety would add significant value to the city's parks system. The city is unlikely to acquire substantial new parkland, making it important to efficiently utilize existing facilities and to explore opportunities to add new amenities that satisfy current and future community interests.

4.3 FILLING THE GAP

MEETING COMMUNITY DEMANDS

Before developing the *Citywide Parks Master Plan Update*, the City of Newark identified several new recreational facilities that the community desired. Newark's 2013 General Plan included action items such as exploring the development of a skate and bike park, multi-purpose all-weather turf fields at Sportsfield Park, and a dog park for community use. These priorities were reaffirmed in the *2017 Citywide Parks Master Plan*. However, the financial constraints of the community at that time prevented these projects from being realized in the short- and medium-term.

Since then, some of these recommendations have been successfully completed, including the community dog park, synthetic turf fields, and the skate park. The *Master Plan Update*'s needs assessment recommends prioritizing the completion of the remaining projects identified in

the *2017 Master Plan*. Additionally, the assessment emphasizes the importance of improving and upgrading existing amenities rather than introducing entirely new ones.

The completion of these recreation facilities, along with the implementation of the proposed updates, will greatly enhance Newark's park system and ensure that the future needs of the community are met.

The community of Newark is composed of prime recreation users, a trend expected to continue as the city grows. Community input indicates that residents highly value recreation, prioritize open spaces for activities, show a growing interest in non-traditional sports, seek adaptive use of the city's park facilities and resources, and aim to foster community cohesion.

While the city's existing park amenities are extensive, they are also aging and could be enhanced to meet both current and future recreation demands. Although there is a consensus on the need for improvements, upgrades, and better maintenance of existing features, the planning process has also revealed a strong priority for the creation of unique, special-use facilities that will offer enhanced recreational opportunities in Newark's built-out urban environment. Notable examples of these facilities include an all-abilities playground and a bike skills track.

The following section will detail the selected projects, including their costs, proposed locations within the city's park network, and additional park projects identified for the future of Newark's park system.

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SUSAN JOHNSON BRIDGEPOINTE PARK
MIRABEAU PARK
NEWARK COMMUNITY PARK
MACGREGOR PLAY FIELDS
LAKESHORE PARK
MUSICK PARK
BYINGTON PARK
CEDAR BOULEVARD LINEAR PARK
GRAND PARK
MAYHEWS LANDING PARK
JERRY RABER ASH ST PARK
CIVIC CENTER PARK
BIRCH GROVE PARK
SPORTSFIELD PARK
SHIRLEY SISK GROVE
SANCTUARY PARK



PLAN

1 2 3 4 5 6 7



SECTIONS

5.1 Vision Framework
5.2 Overarching Goals
5.3 Asset Inventory and Specific Site Recommendations

5.1 VISION FRAMEWORK

As with the *2017 Citywide Park Master Pla*n the *Master Plan Update* is guided by the Parks, Recreation, and Open Space Element of the City's *2013 General Plan*. The goals of the Parks, Recreation, and Open Space Element that guide this *Master Plan Update* include:

Goal PR-1: Protect Newark's open space for a variety of purposes, including public recreation, the managed production of natural resources, protection of environmentally sensitive areas, aesthetics, and public safety.

Goal PR-2: Expand and improve Newark's parks and recreational facilities to meet existing and future needs.

Goal PR-3: Manage Newark's parks in a way that enhances their natural qualities, conveys a positive image of the city and its neighborhoods, and fully meets the community's recreational needs.

Goal PR-5: Improve Newark's trail system, with a focus on access to the Newark shoreline, and access between the shoreline and Newark neighborhoods.

KEY POLICIES RELATED TO THE MASTER PLAN

City of Newark General Plan, 2013

- Creation of the *Citywide Parks Master Plan*
- Provide adequate and varied recreation opportunities
- Create new high-quality recreational open spaces and enhance existing recreational facilities and open space
- Promote public health and safety
- Develop a more sustainable and healthy community and promote walking and biking through focused development

City of Newark Pedestrian and Bicycle Master Plan, 2017

- Complete the Cedar Boulevard Extension Linear Park to support bike network connectivity
- Support pedestrian-scaled connectivity to the City's park and open space resources

City of Newark Greater NewPark Masterplan, 2015

- Attract revenue-generating commercial and entertainment uses that complement existing and desired retail and entertainment anchors
- Repurpose Shirley Sisk Grove to support the development of Newpark Mall as a vibrant regional commercial center

Dumbarton Transit Oriented Development Specific Plan, 2010

- Develop three park areas - a neighborhood park, a linear park and/or trail that connects to the Bay Trail, and a park adjacent to the Transit Station

5.2 OVERARCHING GOALS

The following overarching goals shape the recommendations proposed in the *Citywide Parks Master Plan Update*. They are informed by the Parks, Recreation, and Open Space Element of the city's *General Plan*.

PROTECT AND SUPPORT THE EXISTING NETWORK



A leading goal of the *Citywide Parks Master Plan Update* remains the protection and enhancement of the city's existing park network. Protecting and supporting these spaces enables their use for community recreation, environmental preservation, visual appreciation and public safety. Supporting the existing framework is critical in establishing a base for the network's development and expansion.

ACCOMMODATE DEMANDS IN SERVICE



The recommendations proposed in both the *2017 Master Plan* and the *Master Plan Upda*te are dictated by the community's existing and future needs in recreational service. Throughout the planning process, the community has expressed a demand for unique, special-use facilities that will provide enhanced recreation opportunities within the built-out city. The *Master Plan Update* continues park project recommendations that align with community desires and available resources. .

ENHANCE COMMUNITY IDENTITY



Parks and open space are valuable amenities that help define the city's character, identity, and appeal. Project recommendations aim to meet the community's needs while supporting the city's character in the greater Bay Area.

The recommendations in the *Master Plan Update* continue to call for facility updates and modernization of parks that facilitate use by a variety of community members, improved maintenance for system health, and responsive design that meets current and future recreation trends. Additionally, unique, special-use facilities will not only fulfill community need, but also increase the attractiveness of the city.

FOSTER CONNECTIVITY



Newark's park system serves as a vital element of the city's pedestrian-scale circulation network; destinations for active and accessible recreation. In exploring enhancements to the existing system, the *Master Plan Update* continues the recommendation to incorporate opportunities to improve connectivity in the city, particularly through the creation of the Cedar Boulevard Extension Linear Park, which has been identified in the city's *General Plan* as an actionable project.

In the following asset inventory and specific site recommendations, the proposed park projects are listed along with the overarching project goal, or goals, with which they are aligned.

ADDITIONAL THEMES

In addition to the overarching goals, project recommendations incorporate the following themes as elements of a successful park network.

Accessibility

Accessibility is applied in all recommendations made in the *Citywide Parks Master Plan Update*. Accessibility incorporates ease of access in a variety of ways, including physical accessibility, social inclusion, multi-generational use, and signage and way-finding. Accessibility ensures that all community users will benefit from improvements to the city's park system. Accessibility is a highly desired need by the community especially with children's play areas.

Sustainability

Sustainability is applied using best practices in design and operation of park project recommendations. This is applied through the recommended use of lasting materials and environmentally conscious operation standards.

Maintenance and Management

Improved maintenance and management of the park system are key elements in ensuring a lasting network of recreational open space. Park project recommendations include the need for the city to actively manage and maintain facilities. Ease of maintenance may also include increased community stewardship.

5.3 ASSET INVENTORY AND SPECIFIC SITE RECOMMENDATIONS

The following section reviews the park projects proposed in the *2017 Citywide Parks Master Plan* as well as 3 additional park sites that will be added to the *Citywide Parks Master Plan Update*. These parks include the planned development of Grand Park, MacGregor Park and Sanctuary Park.

The recommendations are organized alphabetically per city park and include the park's location and size, the opportunities and vision of the park's plan, specific project recommendations, alignment with the overarching goals of the *Master Plan*, and total cost at a schematic level. It is assumed that the implementation of these recommendations will be phased at the city's discretion.

Figure 2 – Birch Grove Park



*In the detail design process the potential of adding youth baseball fields, with dirt infields, should be considered. This consideration should consider the relative level of utilization of different field types.

BIRCH GROVE PARK

Location: Birch Street at Robertson Avenue
Size: 15 acres
Use: Community Park

OPPORTUNITIES AND VISION

Birch Grove Park is a community park in eastern Newark with a variety of existing amenities including grass fields, pedestrian pathways, playgrounds, restroom, group picnic areas, full court basketball, softball field, and tennis courts. The *2017 Newark Citywide Parks Master Plan* envisioned Birch Grove Park to remain a community recreation facility while enhancing the site's capacity to meet the identified recreational needs of the Newark community. The *Master Plan* proposed Birch Grove Park to have open park space, dedicated pump track and two turf multi-sport fields as major community-serving projects. Additionally, the *Master Plan* proposed the creation of a reservable sheltered group picnic area and associated amenities such as volleyball and bocce ball courts. The site's existing playgrounds and water play feature would additionally be updated to best meet the city's recreation standards.

In addition to the improvements outlined in the *Master Plan*, the *Update* recommends adding bleachers along the baseball field and benches near the tennis courts. Given the observed spectator activity during sports events, the community would greatly benefit from increased seating to enhance spectator viewing and encourage greater community engagement during both organized sports and casual games.

RECOMMENDATIONS AND PROPOSED PROJECTS

The following updates and projects are recommended at Birch Grove Park:

- 1 dedicated bike skills
- 2 natural turf, multi-sport fields (140 ft x 200 ft)
- 2 sheltered group picnic area, with potential for reservation
- 1 volleyball court
- 2 bocce ball courts
- 1 updated school-age play area
- 1 updated tot-age play area
- 1 splash pad
- Bike racks
- Seating Areas
- Trash receptacles
- Updated planting and irrigation
- Field Maintenance

ALIGNED MASTER PLAN GOALS



ESTIMATE OF COST

$4,069,800

BIRCH GROVE PARK



BYINGTON PARK



Figure 3 – Byington Park



BYINGTON PARK

Location: Central Avenue at Byington Drive
Size: 3 acres
Use: Neighborhood Park

OPPORTUNITIES AND VISION

Byington Park is a designated neighborhood park that was planned as a component of the adjacent housing development. The site contains existing park amenities including a group picnic area, grass field, half court basketball, school-age play area, and splash pad. To enhance the site as a component of Newark's park system, the *2017 Newark Citywide Parks Master Plan* proposed the update of Byington Park's existing playground and adjacent water play area.

Additional recommendations proposed in the *Newark Citywide Parks Master Plan Update* includes new planting and irrigation.

RECOMMENDATIONS AND PROPOSED PROJECTS

The following updates are recommended at Byington Park:

- 1 updated school-age play area
- 1 updated splash pad
- New planting and irrigation
- Bike racks
- Trash receptacles

ALIGNED MASTER PLAN GOALS



ESTIMATE OF COST

$1,287,200

Figure 4 – Cedar Boulevard Linear Park 1



CEDAR BOULEVARD LINEAR PARK

Location: Cedar Boulevard from Willow Street to Haley Street
Size: 8.5 acres
Use: Community Park

OPPORTUNITIES AND VISION

Cedar Boulevard is an arterial roadway that circulates throughout the City of Newark, currently terminating at Haley Street. The city, however, has preserved right-of-way for a future extension of Cedar Boulevard to Thornton Avenue. This extension provides potential to create a linear parkway with pathways for dedicated pedestrian and bicycle travel. To extend the parkway completely, the extension also necessitates the construction of a bicycle and pedestrian bridge over the Union Pacific Railroad.

The *2017 Newark Citywide Parks Master Plan* saw the development of the Cedar Boulevard Linear Park as an opportunity to provide additional park facilities to the city. The *Master Plan* envisioned Cedar Boulevard Linear Park to be a neighborhood-serving community park, divided into four segments of recreational open space connected through continuous pedestrian circulation. Amid the four segments of the linear park, the *Master Plan* proposed that Cedar Boulevard Linear Park include a community garden, dedicated bicycle and pedestrian pathways, and outdoor fitness areas as major community-serving features. Additionally, the *Master Plan* proposed three play areas to serve adjacent neighborhoods, and two decorative gardens for unique and local planting opportunities. A bike and pedestrian bridge over the Union Pacific Railroad will be necessary to complete the extension between Willow Street and Haley Street.

In addition to the proposed improvements in the original Master Plan, the *Newark Citywide Parks Master Plan Update* included an assessment of current needs and integrated feedback from the community. Community safety through nighttime lighting emerged as a top priority, the *Master Plan Update* recommends installing pathway lighting to enhance overall safety and security. Additionally, the *Update* suggests the addition of picnic tables and more benches to improve seating options throughout the park.

The creation of the Cedar Boulevard Extension is a priority project for the city, referenced in the city's *General Plan* through the Parks, Recreation and Open Space and Transportation Elements, and the FY 2014-2016 Capital Improvement Plan. Completing the Cedar Boulevard Linear Park will provide enhanced bike and pedestrian connectivity while serving the community's recreation and open space needs.

RECOMMENDATIONS AND PROPOSED PROJECTS

The following projects are recommended at the proposed Cedar Boulevard Linear Park:

- 2 school-age play areas
- 1 tot-age play area
- 2 decorative gardens
- 1 community garden
- 4 outdoor fitness areas
- Bike and pedestrian pathway
- Pedestrian overpass
- Planting and irrigation
- Pathway lighting
- Benches and picnic tables
- Bike racks
- Trash receptacles

ALIGNED MASTER PLAN GOALS



ESTIMATE OF COST

$ 5,622,500

Figure 5 – Cedar Boulevard Linear Park 2

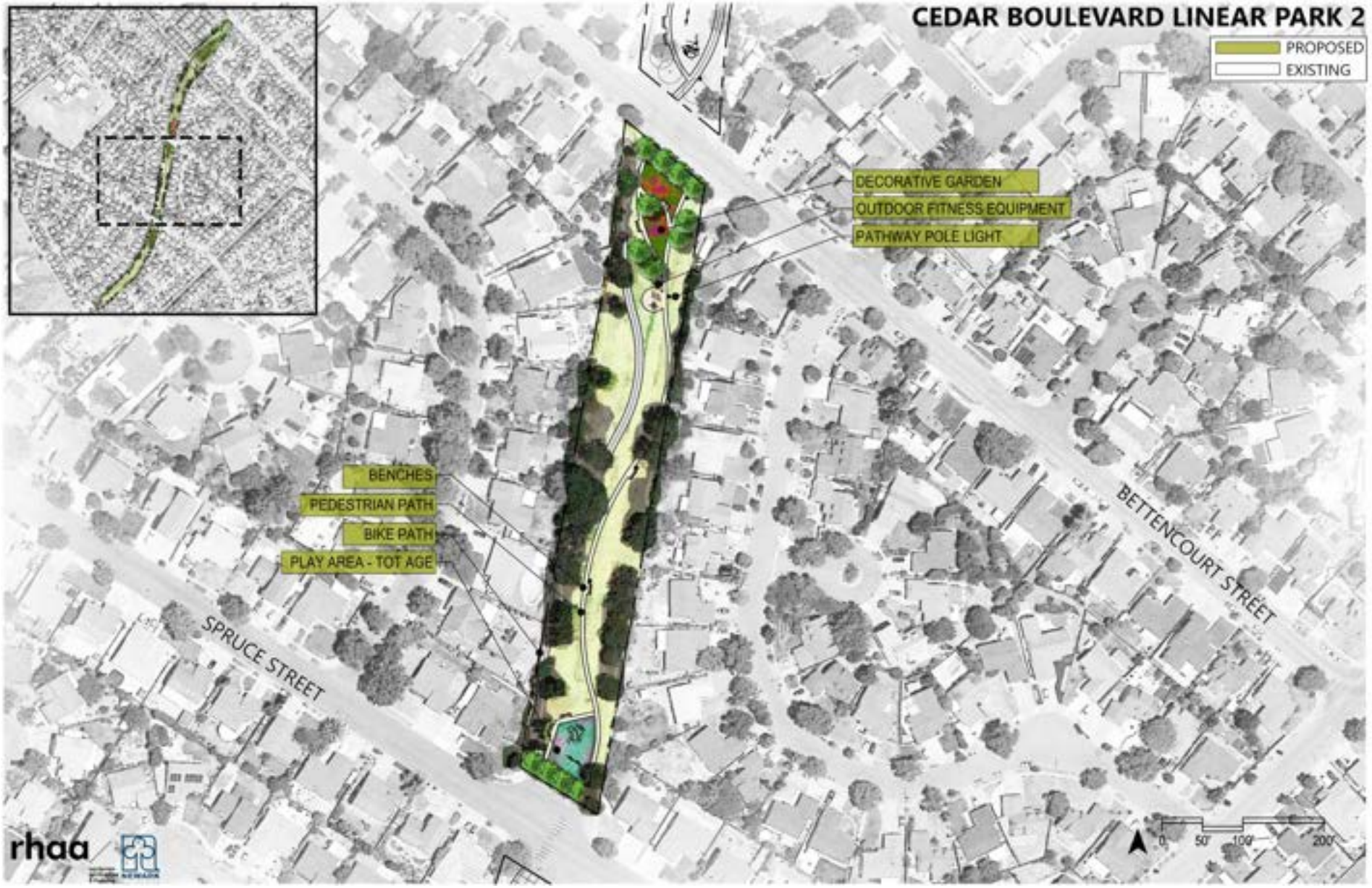


Figure 6 – Cedar Boulevard Linear Park 3

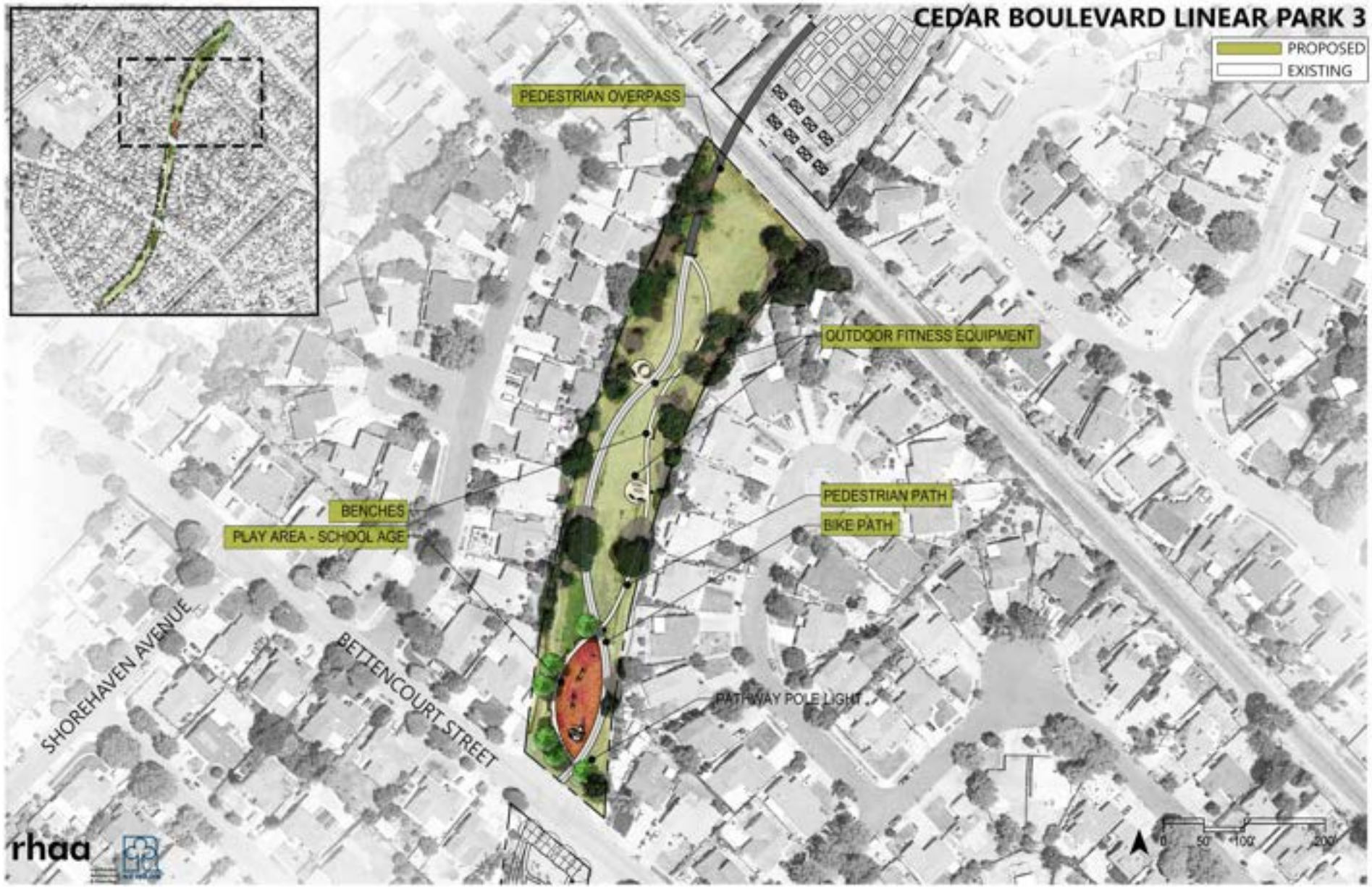


Figure 7 – Cedar Boulevard Linear Park 4





Figure 8 – Civic Center Park



CIVIC CENTER PARK

Location: Civic Terrace Avenue at Newark Boulevard
Size: 5 acres
Use: Neighborhood Park

OPPORTUNITIES AND VISION

Civic Center Park is a 5-acre neighborhood park in central Newark, adjacent to the city's new city hall and the former public library. The park currently has grass lawn, a perimeter path, two group picnic areas, a full court basketball, and a playground. The *2017 Newark Citywide Parks Master Plan* envisioned Civic Center Park to remain neighborhood oriented while improving the site as a civic destination with the addition of added public gathering space. The *Master Plan* proposed Civic Center Park include a small turf multi-sport field and a sheltered group picnic area as major community-serving projects. As amenities associated with the group picnic area, the *Master Plan Update* proposes the addition of an updated school-age play area.

Depending on the future use of the former public library building, the recommendations in the *Newark Citywide Parks Master Plan Update* may need to be revisited. Community priority assessments have highlighted an all-abilities playground as a high-priority amenity. The *Master Plan Update* identifies Civic Center Park as a potential site for this playground, contingent upon the removal of the existing building. Additionally, if the existing building is removed, the *Master Plan Update* recommends the installation of new restrooms at Civic Center Park.

RECOMMENDATIONS AND PROPOSED PROJECTS

The following updates and projects are recommended at Civic Center Park:

- 1 natural turf, multi-sport field (140 ft x 200 ft)
- 1 sheltered group picnic area, with potential for reservation
- 1 school-age play area
- 1 tot play area
- 1 new restroom (to be added if the former Newark Library is removed)
- Updated planting and irrigation
- Bike racks
- Trash receptacles
- Chain link fence along the railroad right of way

ALIGNED MASTER PLAN GOALS



ESTIMATE OF COST

$2,092,300

CIVIC CENTER PARK



GRAND PARK



Figure 9 – Grand Park



GRAND PARK

Location: Enterprise Drive at Hickory Street
Size: 5 acres
Use: Proposed Community Park
Note: Plans and execution by private developer

OPPORTUNITIES AND VISION

The proposed Grand Park, located at the western edge of the city is envisioned as a community park for Newark. The currently undeveloped open space is cited in the 2010 *Dumbarton TOD Specific Plan* as a site for one of three proposed parks in the planned Dumbarton transit-oriented development, serving the area west of the proposed transit center while providing a connection to the existing Bay Trail along Willow Street. According to the Dumbarton TOD plan, the three proposed parks may include restroom facilities, a dog park, and/or an outdoor amphitheater.

The *2017 Newark Citywide Parks Master Plan* envisioned Grand Park to be a community recreation facility serving the proposed TOD development with a group picnic area, school age and tot age play areas, a multi-use grass sports field, restroom facilities, a dog park, and/or an outdoor amphitheater. Additionally, due to the site's unique location and relationship to Bay wetlands, Grand Park may include environmentally complementary features such as vegetated water treatment swales. Developing the proposed Grand Park will satisfy the goals of the *Dumbarton TOD Specific Plan* and provide the Newark community with a valuable recreation amenity.

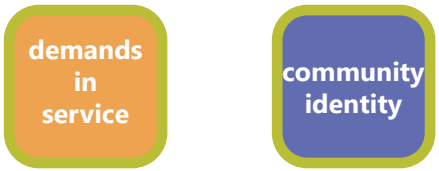
Since the *2017 Newark Citywide Parks Master Plan*, a private developer has submitted plans for Grand Park. The proposed development includes a grass sports field, open lawn space, dog parks for both small and large dogs, children's play areas segmented by age group, and a multi-use event area. Additional improvements feature park seating such as benches and picnic tables, bike racks, and a wildflower garden.

RECOMMENDATIONS AND PROPOSED PROJECTS (BY DEVELOPER) – SEE UPDATED PLANS BY DEVELOPER

The following projects are recommended at the proposed Grand Park:

- ADA Accessible stage and amphitheater
- 1 dog park, with separated small and large dog areas
- 2 sheltered group picnic areas, with potential for reservation
- Event lawn with overhead arbor and string lights
- Sports lawn
- Flex lawn
- 1 school-age play area
- 1 tot-age play area
- Interactive play elements for school-age and tot-age play areas
- Adult recreation sets such as ping pong and cornhole
- 1 new restroom
- Meandering pathway system with potential connection to Bay Trail, to the north
- Signage including monument signage
- Bike racks and bike lockers (for short term and long-term parking)
- Vegetated water treatment swales
- Wildflower Garden
- Planting and irrigation
- Parking lot with designated parking for recreation vehicles

ALIGNED MASTER PLAN GOALS



ESTIMATE OF COST

Per private developer

Figure 10 – Jerry Raber Ash Street Park



JERRY RABER ASH STREET PARK

Location: Enterprise Drive at Filbert Street
Size: 6 acres
Use: Neighborhood Park

OPPORTUNITIES AND VISION

Jerry Raber Ash Street Park is a community-serving neighborhood park in western Newark. The park is a well-used and active recreation facility - with existing amenities including sheltered group picnic areas, playgrounds, full court basketball, grass lawn, pedestrian paths, two softball pitches, and restroom. The site additionally includes the privately operated Viola Blythe Community Service Center of Newark, the soon to be Newark Resource Center, and a segment of the Hetch Hetchy right-of-way under the jurisdiction of the San Francisco Public Utilities Commission.

The *2017 Newark Citywide Parks Master Plan* envisioned Jerry Raber Ash Street Park remain a neighborhood park while enhancing the site's recreational capacity to meet the active needs of the park's existing users and the community of Newark. The *2017 Newark Parks Master Plan* proposed several projects to strengthen the site's capacity as a recreational facility. These projects include the creation of a natural turf multi-sport field, an additional group picnic site, a volleyball court, and updated playgrounds. Additionally, a decorative garden and several bocce ball courts are proposed. These latter projects are designed with intent to collaborate with the Clark W. Redeker Newark Senior Center, neighboring the park site. Importantly, the proposed decorative garden is located along the park's Hetch Hetchy right-of-way segment, utilizing the open space at the utility easement in a passive and non-disruptive, yet activating, manner.

In response to growing demand from the softball community, the *Master Plan Update* recommends upgrading the existing softball pitch to a full-sized field to better accommodate community needs. In addition to the vision of the original *Master Plan*, the enhancements recommend in the *Newark Citywide Parks Master Plan Update* are focused on maintenance and upkeep of equipment. Proper field maintenance in parks is essential to ensure safe, enjoyable, and sustainable recreational spaces for the community. Regular maintenance of play equipment in parks is crucial to ensure the safety and well-being of children, providing a secure and enjoyable environment for play. *The Newark Citywide Parks Master Plan Update* recommends that play equipment is replaced every twelve years. With an increase in the use of bicycles, recommendations include the addition of bike racks for bicycle parking.

RECOMMENDATIONS AND PROPOSED PROJECTS

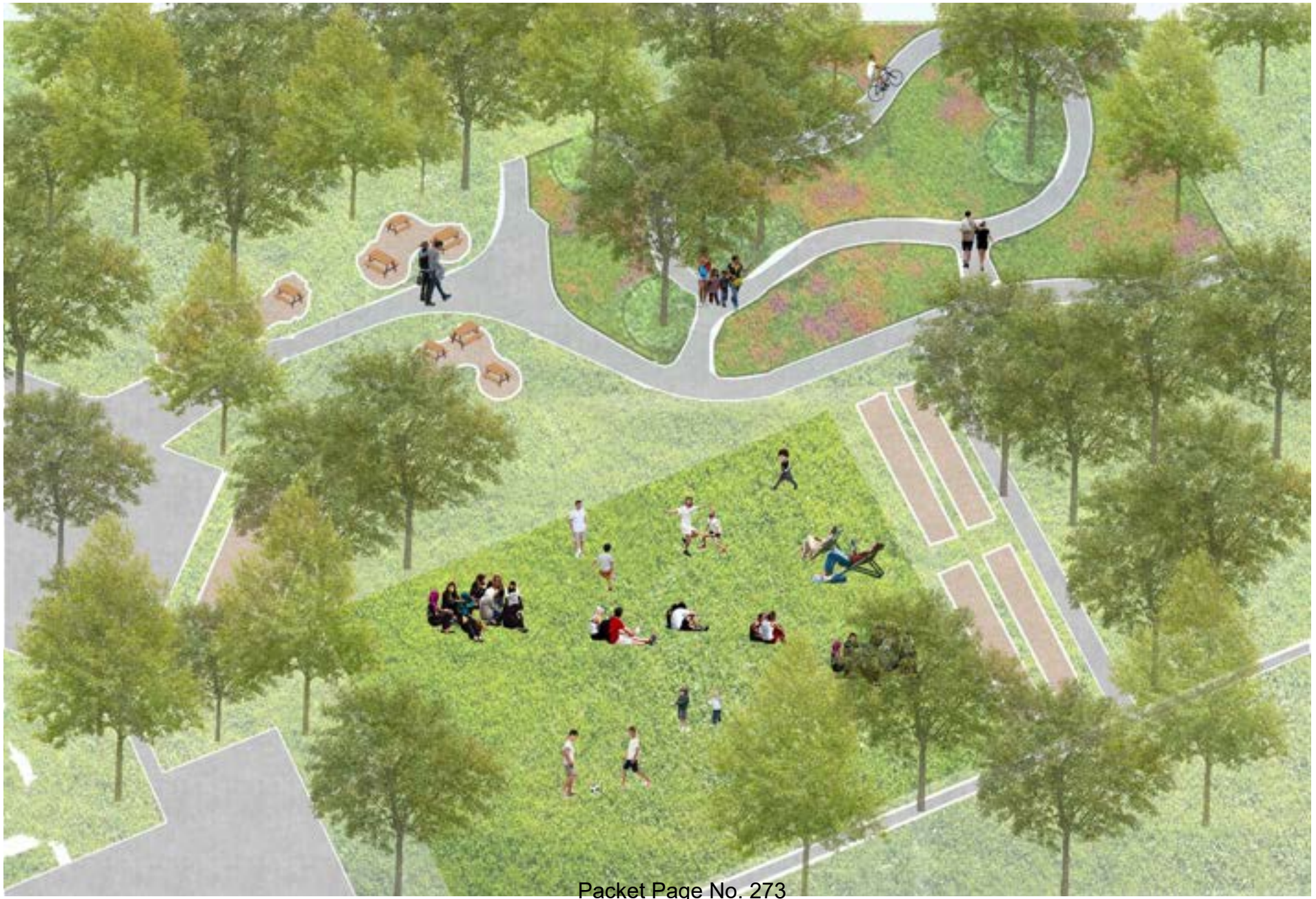
The following updates and projects are recommended at Jerry Raber Ash Street Park:

- 1 natural turf, multi-sport field (140 ft x 200 ft)
- 1 un-sheltered group picnic area, with potential for reservation
- 1 volleyball court
- 4 bocce ball courts
- 1 Full Size Softball Field
- 1 updated school-age play area
- 1 updated tot-age play area
- 1 decorative garden
- Updated planting and irrigation
- Field maintenance
- Bike racks
- Trash receptacles

ALIGNED MASTER PLAN GOALS



JERRY RABER ASH STREET PARK



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Figure 11 – Lakeshore Park 1



ESTIMATE OF COST
$1,235,100

LAKESHORE PARK
Location: Lake Boulevard at Parkshore Drive
Size: 26 acres (10 acres turf, 16 acres water)
Use: Neighborhood Park

OPPORTUNITIES AND VISION

Lakeshore Park is a neighborhood park located in northwest Newark. The park is comprised of a man-made body of water surrounded by a perimeter network of pedestrian pathways and grass lawn. The *2017 Newark Citywide Parks Master Plan* envisioned the activation of Lakeshore Park through an updated parcourse fitness trail and improved recreation amenities for community gathering.

The *Master Plan* recommended the creation of a new school-age play area, and associated seating, as well as four new outdoor fitness areas to create an active pedestrian and fitness circuit along the perimeter of the park. As the existing restroom is one stall in the boathouse, available to staff only; a new restroom for park users is recommended to better serve user needs.

Feedback from the community survey conducted during the *Newark Citywide Parks Master Plan Update* indicates that park lighting and additional seating are highly valued priorities. Accordingly, the *Master Plan Update* recommends enhancing lighting throughout Lakeshore Park, especially along the pathways, to improve safety, security, and ease of navigation. Additional recommendations include the establishment of group picnic areas, increased park seating such as benches, tables, and chairs, as well as the installation of trash receptacles and bike racks near the boat dock for convenient bicycle parking.

RECOMMENDATIONS AND PROPOSED PROJECTS

The following updates and projects are recommended at Lakeshore Park:

- 1 school-age play area and seating area
- 4 outdoor fitness areas
- Planting and irrigation
- Lighting
- Group picnic area including tables, chairs and benches
- 1 new restroom
- Trash receptacles
- New bike racks at boathouse

ALIGNED MASTER PLAN GOALS



ESTIMATE OF COST
$3,111,400

Figure 12 – Lakeshore Park 2



FIGURE 13 – LAKESHORE PARK 3



Figure 14 – Lakeshore Park 4





Figure 15 – MacGregor Playfields



MACGREGOR PLAYFIELDS

Location: Cedar Boulevards
Size: 10.6 acres
Use: Community Park

OPPORTUNITIES AND VISION

Currently the City of Newark has a joint use agreement with the Newark Unified School District for the use of McGregor Playfields. The site contains an existing open field area, soccer field and parking lot. Under the joint use agreement, the city constructed the playfield, parking lot and structures, as well as performs ongoing maintenance while the School District pays for the irrigation. The open field area is in poor condition with rough and uneven grass.

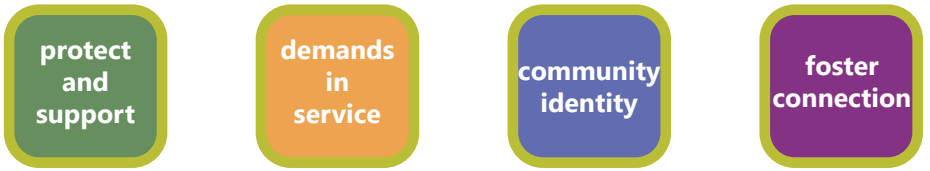
At a stakeholder meeting with active cricket groups, they expressed the need for a dedicated cricket field in the City of Newark. They noted how hard it was to find space for practice and play in Newark and how they needed to find fields in other cities. They noted that it is hard to share fields with other sports, such as soccer, as the field requirements are different. McGregor Playfield has been identified as a possible location for a dedicated cricket pitch. The cricket pitch would require 3.75 acres of the 10.6 acre site. Additional parking may be needed, and the playfield would need to re-graded for a level site. A lighted cricket pitch would be optional. The existing soccer field would remain.

RECOMMENDATIONS AND PROPOSED PROJECTS

The following updates and projects are recommended at MacGregor Playfields:

- 1 dedicated cricket pitch
- Field maintenance
- Lighting
- Bike racks
- Trash receptacles

ALIGNED MASTER PLAN GOALS



ESTIMATE OF COST

$551,800

MACGREGOR PLAYFIELDS



MAYHEWS LANDING PARK



Figure 16 – Mayhews Landing Park



MAYHEWS LANDING PARK

Location: Cherry Street at Montcalm Avenue
Size: 8 acres
Use: Neighborhood Park

OPPORTUNITIES AND VISION

Mayhews Landing Park is a designated neighborhood park near central Newark with existing recreational amenities that include a grass lawn, a perimeter path, playgrounds, an un-sheltered group picnic site, and full court basketball. To enhance the site as a part of Newark's park system, the *2017 Newark Citywide Parks Master Plan* proposed the update of Mayhews Landing Park's existing playgrounds and the addition of a volleyball court as an amenity associated with the existing group picnic area.

During the community meetings conducted for the *2017 Master Plan*, volleyball was identified as a desirable amenity. However, the recent community survey and usage assessment conducted during the development of the *Newark Citywide Parks Masterplan Update* revealed that volleyball is no longer a popular choice. The *Master Plan Update* recommends dedicating an area to adult fitness instead of a volleyball court, as this would likely see greater use and be a beneficial addition to Mayhews Landing Park. Additionally, the *Master Plan Update* suggests updating the existing group picnic area with new furnishings to replace the old fixtures alongside the regular upkeep and maintenance of turf fields.

RECOMMENDATIONS AND PROPOSED PROJECTS

The following updates and projects are recommended at Mayhews Landing Park:

- 1 updated school-age play area
- Adult fitness equipment
- Update group picnic area furnishings
- Field maintenance
- Bike racks
- Trash receptacles

ALIGNED MASTER PLAN GOALS



ESTIMATE OF COST

$1,844,000

Figure 17 – Mirabeau Park



MIRABEAU PARK

Location: Haley Street at Mirabeau Drive
Size: 6 acres
Use: Neighborhood Park

OPPORTUNITIES AND VISION

Mirabeau Park is designated a neighborhood park located in northwest Newark. The site's existing recreation amenities include a grass lawn, pedestrian paths, and a playground. To enhance the site as a component of Newark's park system, the *2017 Newark Citywide Parks Master Plan* proposed the update of the existing playground and the addition of a volleyball court and half court basketball to activate the site for enhanced recreational use.

As previously mentioned, volleyball was considered a desirable community amenity during the *2017 Parks Master Plan* process. However, based on recent community feedback and use assessment, it is no longer a high priority amenity. The *Newark Citywide Parks Master Plan Update* now recommends that a climbing wall would be a positive and valued addition to the parks and recreation facilities. Mirabeau Park has been identified as an ideal location for a climbing wall, catering to a wide age group of community members. Regular field maintenance to ensure the upkeep of turf fields is also recommended.

RECOMMENDATIONS AND PROPOSED PROJECTS

The following updates and projects are recommended at Mirabeau Park:

- 1 updated school-age play area
- 1 climbing wall
- 1 half court basketball
- Field maintenance
- Bike racks
- Trash receptacles

ALIGNED MASTER PLAN GOALS



ESTIMATE OF COST

$689,500

MIRABEAU PARK



MUSICK PARK



Figure 18 – Musick Park



MUSICK PARK

Location: Musick Avenue at Cedar Boulevard
Size: 1 acre
Use: Neighborhood Park

OPPORTUNITIES AND VISION

Musick Park is a 1-acre neighborhood park located in northeast Newark. The park's existing amenities include grass lawn, a playground, and a pedestrian path utilized for passive recreation. The *2017 Newark Citywide Parks Master Plan* recommended the update of the existing playground and the addition of seating as well as a perimeter fence. Fencing is recommended due to the high traffic volume on Cedar Boulevard. These features will improve user comfort and safety and enhance the site as a component of the City's larger park network.

In addition to the updates recommended in the *2017 Master Plan*, the *Newark Citywide Parks Master Plan Update* suggests adding benches throughout Musick Park to enhance usability and comfort for the community.

RECOMMENDATIONS AND PROPOSED PROJECTS

The following updates and projects are recommended at Musick Park:

- 1 updated school-age play area
- Seating
- Barrier fence
- Benches
- Bike racks
- Trash receptacles

ALIGNED MASTER PLAN GOALS

protect and support

ESTIMATE OF COST

$962,500

Figure 19 – Newark Community Park



NEWARK COMMUNITY PARK

Location: Cedar Boulevard at Chapman Drive
Size: 16 acres
Use: Community Park

OPPORTUNITIES AND VISION

Newark Community Park is one of the city's largest and most active community parks. Located in northern Newark, the park contains a grass lawn, pedestrian pathways, playgrounds, picnic areas, full court basketball, wall ball, tennis courts, and a restroom. The park is adjacent to the city's Community Center.

The *2017 Newark Citywide Parks Master Plan* envisioned Newark Community Park to be a community open space with destination recreation features that will increase the site's capacity to meet the city's identified recreational needs. The *Master Plan* proposed the park to have a community dog park, accessible multi-age playgrounds, and reservable picnic sites. It was also recommended that the proposed picnic sites provide associated recreation features including volleyball courts, basketball, and an updated restroom. The inclusion of the proposed updates and recreational projects will significantly enhance the park's capacity to meet the community's current and future recreational needs..

The community dog park proposed in the *2017 Newark Citywide Parks Master Plan* has been completed and is now fully operational. In addition to the other improvements suggested in the *2017 Parks Master Plan*, the *Newark Citywide Parks Master Plan Update* recommends the following: the creation of an all-abilities children's playground and replacing one of the two proposed volleyball courts with a bocce ball court, which would be a complementary addition to one of the group picnic areas. Given that Newark Community Park is one of the city's largest parks and often hosts various community events, the park would benefit from additional lighting as well as regular field and turf maintenance. The community would also benefit from updating the existing restroom facilities and providing an additional restrooms to the park.

As previously mentioned, pickleball has emerged as a rapidly growing sport popular across various age groups. In response to this demand, the *Master Plan Update* recommends that the City of Newark consider adding a dedicated pickleball court or converting an existing tennis court with appropriate striping for pickleball use.

RECOMMENDATIONS AND PROPOSED PROJECTS

The following updates and projects are recommended at Newark Community Park:

- 4 sheltered group picnic areas, with potential for reservation
- 1 all-abilities play area for both school and tot age
- 1 volleyball courts
- 2 bocce ball court
- 1 full court basketball
- 1 pickleball court - future
- 1 new restroom
- Updated existing restroom
- Updated planting and irrigation
- Additional lighting
- Field maintenance
- Bike racks
- Trash receptacles

ALIGNED MASTER PLAN GOALS



ESTIMATE OF COST

$4,193,000

NEWARK COMMUNITY PARK



SANCTUARY PARK



Figure 20 – Sanctuary Park



SANCTUARY PARK

Location: Sea Turtle Drive, Dragonfly Street., and Brush Rabbit Avenue
Size: 3 acres
Use: Neighborhood Park

OPPORTUNITIES AND VISION

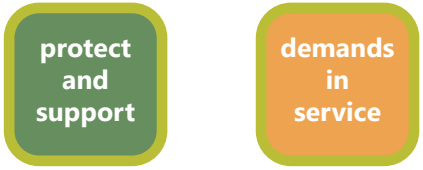
Sanctuary Park is a 3-acre neighborhood park constructed as part of the Sanctuary Village housing development. It currently consists of an irrigated open grass field with several newly planted trees. The irrigation for the park will be connected to reclaimed water in the future. The community ranked access to walking paths, updated children's play areas, and group picnic/gathering areas important on the community survey. These elements are all consistent with the development of a neighborhood park and are recommended for Sanctuary Park. A half-court basketball is also recommended. An open grass field will provide space for informal field sports.

RECOMMENDATIONS AND PROPOSED PROJECTS

The following projects are recommended for Sanctuary Park:

- 1 school-age play area
- 1 tot-age play area
- 2 group gathering/picnic areas
- 1 half court basketball
- Walking path
- Open playfield
- Bike racks
- Trash receptacles

ALIGNED MASTER PLAN GOALS



ESTIMATE OF COST

$1,636,500

Figure 21 – Shirley Sisk Grove



SHIRLEY SISK GROVE

Location: Cedar Boulevard at North Magazine
Size: 2 acres
Use: Special Use Park

OPPORTUNITIES AND VISION

Shirley Sisk Grove is designated a special use park located in southwest Newark. The Grove has been host to the city's summer concert for nearly thirty years, despite the site's lack of permanent recreation facilities, utilities, or on-site parking. The *2017 Newark Citywide Parks Master Plan* envisioned Shirley Sisk Grove as a permanent, outdoor performance space for Newark's community. The suggested improvements include the placement of a permanent outdoor stage and stage shelter, a permanent restroom, storage for event materials, and planting and irrigation for outdoor seating. To further improve the Grove the *Master Plan* also proposed the addition of a play area and an on-site parking lot to improve site accessibility.

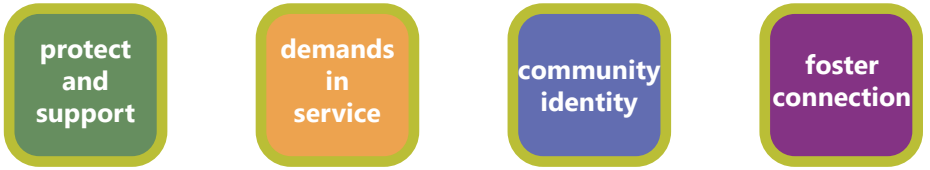
The City of Newark is collaborating with the development team of the NewPark Mall prior to finalizing the plans for the park. The recommendations outlined in the *2017 Newark Citywide Parks Master Plan* remain relevant, and the *Parks Master Plan Update* additionally recommends the installation of drinking fountains to the previously proposed improvements. The inclusion of a loading area for events is also recommended.

RECOMMENDATIONS AND PROPOSED PROJECTS

The following projects are recommended at Shirley Sisk Grove:

- 1 outdoor amphitheater, including outdoor stage and stage shelter
- 1 storage
- 1 school-age play area
- 1 new restroom
- Pedestrian pathway
- Updated planting and irrigation
- Parking lot
- Drinking fountains
- Bike racks
- Trash receptacles
- Loading / unloading zone for events

ALIGNED MASTER PLAN GOALS



ESTIMATE OF COST

$3,085,300

SHIRLEY SISK GROVE



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Figure 22 – Sportsfield Park 1



SPORTSFIELD PARK

Location: Mowry Boulevard at Cherry Street
Size: 30 acres
Use: Community Park

OPPORTUNITIES AND VISION

Newark's Sportsfield Park is a community park located in south Newark. The George M. Silliman Community Activity Center is located within the park. With its active turf fields, Sportsfield Park is the city's largest dedicated sport facility, regularly hosting soccer, baseball and softball events throughout the year. Sportsfield Park is currently home to natural grass and synthetic turf for recreation and competitive field sports, a youth baseball and softball field, a perimeter pedestrian path, and restroom.

The *2017 Newark Citywide Parks Master Plan* envisioned Sportsfield Park as a destination spot and recreation facility for the City of Newark. The *Master Plan* proposed that the park provide an all-weather artificial turf field, a community skate park, and several updated natural turf fields as major community-serving projects. Additional proposed facilities included group picnic areas, playgrounds that incorporate traditional and water play features, a concession stand with restroom, updated pedestrian pathways, and an extended parking lot to serve additional demand.

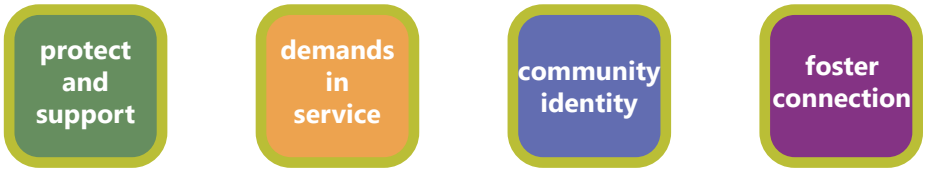
With the completion of the new skate park, group picnic area, and all-weather multi-use sports field, Sportsfield Park has become invaluable to the youth sports and recreation community and their families. Given the strong interest in baseball within Newark, the *Newark Citywide Parks Master Plan Update* recommends converting one of the multi-use sports fields into a dedicated baseball field. Feedback from the Newark baseball community highlighted the value of adding batting cages, and Sportsfield Park would be an ideal location for these, adjacent to the dedicated baseball field. Additionally, the inclusion of lighting at the baseball field would significantly enhance usability and safety for the community.

RECOMMENDATIONS AND PROPOSED PROJECTS

The following updates and projects are recommended at Sportsfield Park. The extent of these improvements will require a phasing plan:

- 3 natural turf, multi-sport field (140 ft x 200 ft)
- 1 natural turf, multi-sport field (200 ft x 300 ft)
- 1 natural turf, regulation soccer field (210 ft x 330 ft)
- 1 group picnic area with shelter
- 1 group picnic area without shelter
- 1 school-age play area
- 1 tot play area
- 1 dedicated baseball field
- Batting cage
- Updated pedestrian pathway
- 1 new restroom and concession stand
- Updated existing restroom
- Updated planting and irrigation
- Parking lot
- Lighting
- Bike racks
- Trash receptacles

ALIGNED MASTER PLAN GOALS



ESTIMATE OF COST

$5,063,300

Figure 23 – Sportsfield Park 2





Figure 24 – Susan Johnson Bridgepointe Park



SUSAN JOHNSON BRIDGEPOINTE PARK

Location: Spruce Street at Bridgepointe Drive
Size: 4 acres
Use: Neighborhood Park

OPPORTUNITIES AND VISION

Susan Johnson Bridgepointe Park is a neighborhood park located along the northwest edge of Newark. Currently the park has grass lawn, a playground, and two group picnic areas. To activate the site, while better meeting the identified recreation need in the city, the *2017 Newark Citywide Parks Master Plan* proposed the creation of half court basketball and a volleyball court as well as an update to the existing playground.

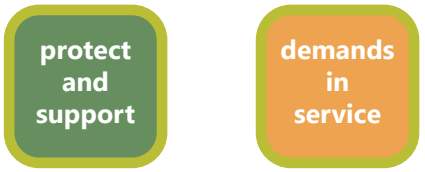
During the *2017 Parks Master Plan* process, volleyball was identified as a desirable community amenity. However, recent community feedback indicates that it is no longer highly valued. Instead, the *Newark Citywide Parks Master Plan Update* recommends installing a climbing wall at Susan Johnson Bridgepointe Park in place of the previously suggested volleyball court. This addition would serve a wide range of community members across various age groups.

RECOMMENDATIONS AND PROPOSED PROJECTS

The following updates and projects are recommended at Susan Johnson Bridgepointe Park:

- 1 updated school-age play area
- 1 half court basketball
- 1 climbing wall
- Bike racks
- Trash receptacles

ALIGNED MASTER PLAN GOALS



ESTIMATE OF COST

$1,276,800

SUSAN JOHNSON BRIDGEPOINTE PARK



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IMPLEMENTATION

1 2 3 4 5 6 7


GREEN
PAWS

SECTIONS

6.1 Proposed Projects
6.2 Prioritization Process
6.3 Priority Projects
6.4 Financial Analysis and Management
6.5 Capital Project Funding

6.1 PROPOSED PROJECTS

Individual park projects were identified throughout the planning process. These projects range in variety of recreation provided and are listed below:

- Children's Play Areas
- Amphitheater
- Bike Skills Park
- Community Garden
- Grass Turf Fields
- Group Picnic Areas
- Splash Pads
- Restrooms

This section provides information on the project types proposed in the *Citywide Parks Master Plan*; their location and description, as well as their cost considerations, necessary standards of maintenance, operating cost models, and potential revenue analyses.

Table 3 reports the probable annual maintenance cost, per proposed project.

TABLE 3 – ESTIMATED MAINTENANCE COSTS

Project	Annual Maintenance	
	Low	High
Children's Play Areas (9)	$2,000 each	$4,000 each
Shirley Sisk Grove	$16,000	$22,000
Bike Skills Park	$12,000	$19,000
Bike Skills Park	$12,000	$19,000
Community Garden	$6,000	$10,000
Grass Turf Fields	$300,000 total	$350,000 total
Group Picnic Areas	$80,000 total	$90,000 total
Splash Pads	$4,000 each	$6,000 each

CHILDREN'S PLAY AREAS

Site
Birch Grove Park
Byington Park
Civic Center Park
Jerry Raber Ash Street Park
Mayhews Landing Park
Mirabeau Park
Musik Park
Newark Community Park
Susan Johnson Bridgepointe Park



Description

Playgrounds offer a host of opportunities for children to develop important skills such as cognitive, physical and social skills. Playgrounds serve as community spaces offering children the opportunity to engage in unstructured play that helps build social skills as well as a reduction in stress. Play equipment in most children's playgrounds gets much use and needs to be replaced every 10-15 years with the most popular equipment needing repair or replacement more frequently. Surfacing such as a resilient playground surfacing (rubberized and cushioned play surface) and rubber mulch (shredded sustainable and resilient recycled rubber) needs annual assessment to assure safe fall zones. Shade structures should be added to playgrounds without shade from trees.

With most playgrounds in Newark's parks being more than 10-15 years old, maintenance/repair or replacement is needed. A safety inspection and audit of Newark's playground was conducted by a certified playground inspector in March of 2024. Several safety deficiencies were noted and recommendations for repair or replacement were made. In addition, the Consultant team identified ADA (Americans with Disabilities Act) deficiencies with the assessment of Newark's parks.

Replacement of tot and school age playgrounds is recommended for the parks with the most severe deficiencies. There should be consideration of replacement with equipment that is focused on inclusivity accommodating all children including children with disabilities. With parks currently containing both tot and school age playgrounds, an all-inclusive playground may be considered. These are designed as a single playground combining both areas into one space that is physically accessible and welcoming to all children of all ages.

Cost Considerations

Regular repair and maintenance of play equipment is essential for safe children's play areas.

- When using shredded wood (fibar) surfacing, the depth of the material needs to be regularly checked and replaced as needed.
- When using shredded rubber mulch or resilient play surfacing, the depth of the material needs to be regularly checked and replaced as needed to ensure that fall zones are maintained as safe and compliant.

- Underground drainage is necessary to keep playgrounds dry during the winter.
- Equipment should be regularly cleaned.
- Shade structures should be added in playgrounds with no shade.

Standard of Maintenance

Children's play areas should be maintained to ensure the safety of the children who use them.

- Inspect regularly. Perform daily, weekly and monthly inspections of the area and equipment.
- Check for hazards. Look for trash, broken glass and other debris. Check for tripping hazards such as exposed roots, rock or footings.
- Repair or replace when needed. Fix loose or missing components and replace parts that are damaged or worn.
- Cover hard objects. Ensure that surfacing covers all foundations.
- Lubricate moving parts. Ensure all moving parts operate smoothly.
- Check for vandalism. Look for signs of vandalism or inappropriate use of the area.
- Check for drainage. Ensure that the areas are draining to prevent standing water.
- Keep track of inspections. Keep a record of each inspection including the date, the items that need repair and who made the repair.
- Encourage the community to report problems they observe with the equipment.
- Correct hazards immediately or prohibit access until the problem is fixed.

Operating Cost Model

The children's play areas would be available for drop-in use at each of the 9 locations. Maintenance could be scheduled in a way that would have 1 off-line while the remaining 8 were still in use by the community. This is an amenity that could be used throughout the day by caregivers, stay at home parents, childcare providers, home school groups, etc. Depending on the amenities within the children's play area B*K would estimate the operating cost to be $2,000-$4,000 per location.

Potential Revenue Analysis

Traditionally speaking it is extremely difficult to monetize children's play areas like those described. However, when coupled with other park amenities like a shelter, they can enhance the rentability of those spaces. There is also the opportunity for sponsorship of these amenities by local businesses, non-profits, etc.

AMPHITHEATER

Site
Shirley Sisk Grove



Description

The proposed improvements to Shirley Sisk Grove will replace and expand the existing temporary facilities to provide a permanent venue for the site's existing concert and performing art series, creating a permanent community outdoor amphitheater. The proposed enhancements will include a fixed restroom, band shell, storage, play area, parking, a vehicular loading zone, and grass lawn for outdoor seating.

Shirley Sisk Grove has hosted the city's free summer concert series since its inception in 1987. Currently the site consists of approximately 2 acres of unimproved open space without permanent facilities or services such as a stage, restroom, or on-site electricity. To support the concert series, portable equipment is provided and installed on site. Additionally, the site has limited ease of access and no permanent parking for events.

Outdoor amphitheaters are valuable community assets that promote community cohesion, support of cultural arts, and connection to available natural resources.

Cost Considerations

City-sponsored summer concert series are popular in communities throughout the Bay Area, however cost considerations specific to the maintenance and sustainability of outdoor amphitheaters must be considered in the financial analysis of this project.

To minimize or manage maintenance costs of the proposed project, the city should:

- Provide adequate drainage to prevent standing water on turf
- Incorporate a method to close the site during inclement weather
- Open the facility only when programmed or reserved
- Provide a trash enclosure to contain debris and garbage
- Install hand-washing stations outside of the restrooms for easy access

Additionally, as an enhanced outdoor venue, there are limitations to year-round programming due to weather constraints.

Standard of Maintenance

For sustained use of the enhanced site, the city will need to adopt maintenance standards for the venue. Typical maintenance needs for an outdoor amphitheater include:

- Refuse pick-up and garbage removal
- Signage maintenance
- Path maintenance
- Restroom cleaning and stocking

- Graffiti removal, as required
- Stage cleaning
- Landscape maintenance
- Routine inspection

Operating Cost Model

The 2023 National Recreation and Park Association (NRPA) Field Report reports that median expenditures for maintenance of parkland is nearly $8,106 per acre for communities of similar size to Newark. Based on this national median, maintenance expense for the 2-acre site and proposed amenities are expected to range from $16,000 to $22,000, annually.

The biggest cost associated with the operation of the amphitheater will be the maintenance of the location, as outlined above. That figure will increase or decrease depending on the number of events, rentals, and programs that are held annually. It is also important to note that the costs associated with offering a summer concert series are typically offset by the organization, or through donations. In some instances, those donations will support a series of concerts 4-8. There are also instances where city's will seek sponsors for individual concerts to expand the concert series.

Potential Revenue Analysis

The existing concert series program has been supported through:

- Corporate and local business in-kind sponsorship
- Newark Betterment Corporation nonprofit funding
- Measure U (utility users' tax) to maintain staffing levels

By investing in this location, the city moves from a temporary seasonal facility to a year around amenity. In addition to the summer concert series, the city could consider renting the space for a variety of special events (ex. group picnics, school performances, graduation ceremonies, weddings, etc.) Rentals and other special events could be enhanced with the addition of food trucks and rentals of space.

Outside of renting this amenity it also provides an opportunity to enhance the program offerings to the community. Those programs could include, but are not limited to:

- Youth/Adult Theater
- Dance Performances
- Group Exercise Opportunities (yoga, Tai Chi)
- Poetry Readings

The programming that takes place in that space should be driven by community input. It is assumed that with those programs, they would be run by the city, or a vendor, and follow the prescribed pricing and cost recovery strategy.

With the combination of concert series opportunities, rentals, and programming this location could become a cultural hub of the community.

With the proposed enhancements at this location, renting the Grove for large group picnics at a fee of $500 for a day use with 10 rentals over the summer (1 per week) could generate $5,000 in fees. Additionally, the popularity of food trucks creates an opportunity to rent parking stall spaces during concerts, generating additional funds.

The city might strongly consider a set-up and cleaning fee in addition to the rental rate.

Table 4 – models potential annual revenue based on the strategies mentioned

Strategy	Potential Revenue
Grants/Sponsorship of Concert Series	$25,000-$40,000
Rentals (20 annually @ $500 per rental)	$10,000
Programs (1 per month, 20 participants $50/participant)	$12,000-$15,000
Total	$47,000 - $65,000

Maintenance Reserve Funding

The use of this facility during active summer seasons, exposure to the elements, and its slightly secluded location necessitates a replacement plan and funding strategy. The cost of the amphitheater and stage shelter is estimated at $532,000. If the amphitheater has a 40-year life, the annual commitment to reserve funding should be $15,000 to $18,000. This figure should be cost adjusted for inflation.

BIKE SKILLS PARK

Site

Birch Grove Park



Description

The proposed bike skills park will be the first of its kind in the tri-city area, located at Birch Grove Park in the City of Newark. The project will host several pre-fabricated bike skills structures as well as user amenities such as shaded seating. These features will allow users to develop bike-handling skills and to create in a space exclusively for this activity.

Bike skills parks are specialized recreational facilities that provide a variety of features used for teaching, training, and competing in bike sports. Typical bike parks include features such as undulated ramps and surface mounds for users to hone their abilities. Bike skills parks create a safe place to ride without pedestrian and vehicular conflict and allow bike riders to practice skills outside of traditional skate parks. Additionally, bike skills parks host specialized features for users to perform and practice skills while also serving as a community gathering area.

Cost Considerations

The proposed bike skills park will be open during standard park hours, sunrise to sunset, dependent on weather. As the tracks are weather sensitive, similar to grass fields, the facility should be closed during inclement weather. The bike skills park will be fenced and located in a high visibility location within the city's Birch Grove Park, to limit undesirable uses. Signage will be important to emphasize site rules and frequent inspections of the bike park, in accordance with other park elements, will be important to offset potential maintenance issues. In consideration of cost, the City of Newark should also provide adequate drainage from the site and utilize high quality materials and structures that will sustain use, weather and time.

Standard of Maintenance

For sustained use and success of the proposed project, the City should adopt maintenance standards to ensure the site's care. Though maintenance requirements vary upon materials used for construction, typical maintenance requirements for bike parks include:

- Cleaning of seating areas
- Structure maintenance
- Landscape maintenance, as necessary
- Litter and debris pick-up, removal of hazardous rocks
- Erosion maintenance
- Routine inspection and maintenance of signage, fencing and gates
- Storm water control features
- Park closure as needed during inclement weather

Operating Cost Model

As the development of bike skills parks is new to traditional recreation planning, historic maintenance cost data is limited, with costs varying widely. The International Mountain Bicycling Association (IMBA), however, recommends an annual maintenance budget of approximately 3% to 5% of the park's construction cost. Based upon these guidelines, the annual estimated maintenance cost for the proposed bike skills park would range from $12,000 to $19,000. This estimated annual expense includes maintenance of the structures, park grounds, perimeter fencing and gates, and seating areas. The IMBA, a non-profit educational association, is a resource to the biking community and is active in supporting development of bike skill parks to teach skills and bike safety.

Local benchmarks for comparison include bike facilities supported in the cities of Lafayette and Pleasanton. The proposed Lafayette bike park, at 1.8 acres, is expected to generate maintenance costs of $15,000 annually. Pleasanton's dirt, BMX bike park, at 2 acres, generates nearly $7,200 in maintenance costs annually.

The use of volunteers may reduce maintenance costs through organized workdays and the provision of in-kind services. However, those volunteers will need to be scheduled, potentially trained, and supervised.

Potential Revenue Analysis

Admission to a bike skills park is generally without charge. These parks are viewed as community assets with recreational value. Biking programs, classes, skill camps, private rentals, competitions, and exhibitions may be a source of limited revenue. However, the provision of programming may reduce net revenue due to associated program costs to the city.

Revenue potential for the proposed project is estimated to range from $10,000 to $12,000, annually. The following is illustrative of the programming and assumptions made to achieve this projected potential revenue.

- Bike Skill Park Rentals for Parties or Private Events: Revenue Potential $3,000
  - 2-hour rental
  - $125 rental rate
  - 4 rentals per month
  - 6-month spring-summer season

- Morning and Afternoon Skill Camp: Revenue Potential $9,600
  - 6 half day, week-long camps
  - $160 x 60 participants
  - 10 participants per camp

COMMUNITY GARDEN

Site
Cedar Boulevard Linear Park



Description

The community garden will be a focal point of the proposed Cedar Boulevard Linear Park. The enclosed garden will provide 43 raised planting beds, irrigation, communal storage, and decomposed granite pathways. This project is expected to be a user-friendly amenity that encourages ownership and food production for personal consumption and contribution. The proposed facility will be member-based with the rental of a garden plot and the expectation that members maintain common areas.

Community gardens are desirable assets that provide not only a safe space to grow produce, but also add aesthetic and cultural vibrancy to their surroundings. Community gardens support community cohesion and gathering, and can also serve as places of environmental education. Some established gardens serve as horticulture teaching centers with interpretive signage, planting information kiosks, and scheduled programs relating to topics such as composting.

Cost Considerations

To minimize the cost of this proposed project, the city should consider volunteer organizations to aid in the site's construction and development. Additionally, the site should utilize weather tolerant materials.

Standard of Maintenance

For sustained use of the proposed community garden, the city will need to adopt maintenance standards for the project. Community gardens require relatively little maintenance, with standard maintenance practices including:

- Refuse pick-up for offsite disposal
- Irrigation and watering system repairs
- Signage maintenance, if applicable
- Path maintenance
- Fence maintenance

In many cases, however, municipalities interested in developing such a project partner with local organizations, such as garden clubs, to support basic maintenance needs. This often results in basic maintenance tasks included in the community garden's membership policies and completed by site users.

Operating Cost Model

The projected maintenance costs for this facility are minimal as it is assumed users provide most of the daily upkeep. Dependent upon member and volunteer group support, the annual maintenance cost estimate ranges from $6,000-$10,000

Potential Revenue Analysis

Plot rentals provide the basis for cost recovery at community gardens. Comparable rates for cities neighboring Newark follow.

Local Ecology and Agriculture Fremont (LEAF) is a member-based community garden organization in Fremont. This group provides garden plots, at its LEAF Center, to residents of Fremont, Newark and Union City. The cost of plot membership includes water, access to a portable restroom, trash and recycling, and maintenance and repairs. Plot users are members required to assist with the maintenance of the common areas. LEAF also provides members with classes, demonstrations, workshops, and planting materials for purchase. LEAF's membership prices are included below.

Table 5 – LEAF Membership Prices

Plot/Planter at LEAF, Fremont	Annual Membership Fee
Standard Planter: 4'x12'x18" raised bed	$300

Membership at the Union City Community Garden is prioritized based on members' residency within the city. This garden maintains 17 plots and membership fees include, water, compost, sand and fertilizer, and gardening tools. As is typical, members of the Union City Community Garden must assist with maintenance and upkeep of the common areas. Membership prices are included below.

Table 6 – Union City Community Garden Membership Price

Plot/Planter at Union City Community Garden	Annual Membership Fee
Standard Planter: 15'x30' raised bed	$250

Based on the above information, the proposed Newark community garden may be expected to generate $10,750 annually if membership is priced at $250 per person for the 43-plot site. This revenue does not include the potential donation of excess garden food to non-profit organizations, or the potential to showcase a farmers' market in adjacent areas as a special event.

GRASS TURF FIELDS

Sites

Birch Grove Park	2 Multi-Sport Fields	140' x 200'
	1 Open Play Field	140'x 200'
Civic Center Park	1 Multi-Sport Field	140' x 200'
Jerry Raber Ash Street Park	1 Multi-Sport Field	140' x 200'
Sportsfield Park	4 Multi-Sport Fields	200' x 140'
	2 Multi-Sport Fields	300' x 200'
	2 Regulation Soccer Fields	330' x 210'
Macgregor Field	Soccer Fields, potential Cricket Pitch	
Sanctuary Park	1 Open Play Field	140'x 200'



Description

The City of Newark proposes the creation of new grass turf fields throughout its park system, with the majority of the fields irrigated with underground systems. Though grass playing fields are a popular and reliable source for recreation, they face challenges that impact their use and maintenance. Grass fields are susceptible to weather conditions and require regular closure to allow their rest and prevent overuse. Grass fields are the most common field playing surface provided by municipalities, with lighting occasionally also provided to maximize use. The proposed grass fields will not be lit.

Cost Considerations

Grass fields require regular maintenance and water usage in order to sustain playing field conditions. Grass turf requires resting periods to recover from intense sport use and thereby may experience overuse if the demand for practice and game time is high. Grass fields easily suffer from drought conditions which increases maintenance needs due to gopher holes, bald spots, overuse, and field tracks. Adversely, there is also the loss of days the fields are usable due to weather that renders the turf not viable.

Standard of Maintenance

A minimum standard of maintenance will preserve the proposed fields for public use while addressing safety concerns. This minimum standard includes weekly mowing during seasons of use, weed control, seeding, fertilizing, rolling, topsoil placement, irrigation maintenance, debris cleanup, field drainage maintenance, and special event preparation and cleanup.

Intensification of scheduling and multi-use pushes the limits of turf recovery with excessive foot traffic leading to compaction and bare areas. The proposed fields will require recovery periods and rotation of use to maintain ideal field conditions. The fields must also have effective drainage systems to move water off site. The city should note that intense play schedules require an increase in materials and equipment, irrigation repairs, staff labor, field aeration, and mowing.

Operating Cost Model

Table 7 identifies the likely costs for maintenance of the proposed grass turf fields. The cost model is without set-aside funding for replacement of the fields.

Table 7 – Operating Cost Model (assumes 1 acre, or 43,560 sf)

Annual Maintenance	
Mowing	$2,500
Irrigation Repair	$500
Sweep, Cleaning, and Trash	$500
Annual Turf Repair and Striping	$1,000
Over-seeding	$2,000
Aeration	$1,500
Top Dressing	$3,000
Materials - Natural Turf	$1,000
Water Use	$15,000
Estimated Annual Maintenance Cost Per Field without Set-Aside	$27,000

The proposed grass fields comprise nearly 11 acres in size (482,600 sf), making their estimated annual maintenance cost range from $300,000 to $350,000. Depending on the standard of care the city agrees to, these costs could increase exponentially.

Potential Revenue Analysis

The community demand for field use is high and cannot be met by the City's existing supply of grass fields, with the current demand for field use highest among youth sports organizations. The scenario below is an example of the revenue that could be generated based on the assumptions listed.

General Operating Assumptions

The preliminary operating assumptions are summarized below.

- Community use on weekdays and primetime use on weekends
- Field availability is March through November with fields closed for the winter season from December through February, annually
- Operating Hours: Monday-Thursday 8am - Dusk
  Friday-Saturday-Sunday 8am - Dusk

- If the City does not already do so, there needs to be a field reservation system put in place, so that the City knows what groups are using the fields when. While drop in play should be encouraged, groups, practices, and competitions need to be scheduled.

Fee Assumptions

- The rates are based on Newark community use
- The rates are based on community use during the weekday and primetime/tournament use on weekends
- Rates are based on single category/group classification. Fee adjustments for group categories will impact recovery rates

Table 8 – Revenue Potential from User Fees of Grass Turf Fields

Field Use Revenue						
Per Day Field Availability	Average Hrs Per Day	No. of Days per Year	% of Hrs Used	Estimated Total No. of Hrs Used	Rental Fees/Hr	Totals
Weekday (Monday-Thursday)-Spring/Summer	9	104	80%	749	$35	$26,215
Weekday (Monday-Thursday)-Fall	7	51	60%	214	$35	$7,490
Weekend (Friday-Sunday)-Spring/Summer	9	76.5	80%	551	$35	$19,285
Weekend (Friday-Sunday)-Fall	7	38	60%	160	$35	$5,600
Revenue from User Fees Per Year						$58,590

Table 9 – Rental Rate Comparisons for Grass Turf Fields

Field Use Rental Rates			
City	Type	Resident	Non-Resident
Newark [1]	Sportsfield Park & Birch Grove - no lights.	$25-$45/hr	$35-$50/hr
Fremont	Grass Sports Field-no lights	$10-$20/hr	$40/hr
Union City	Ball Fields and Open Grass Rates	$5/hr-$20/hr	$25/hr

GROUP PICNIC AREAS

Site

Bayshore Park (2)
Birch Grove Park (1)
Civic Center Park (1)
Dumbarton Neighborhood Park (1)
Jerry Raber Ash Street Park (1)
Newark Community Park (4)
Sportsfield Park (2)
Sanctuary Park (2)





Description

The city's proposed group picnic areas will provide tables and benches and include barbeques and food preparation areas at several specific sites. Dependent on the park site proposed, the picnic areas may be shaded or sited under a permanent structure. Depending on the city's policy, the new group picnic areas will be reservable for guaranteed access or provided on a first come, first served basis.

Group picnic areas provide an ideal location for warm-weather gatherings. Cities generally provide group picnic areas and barbeque facilities to encourage utilization of parks, social interaction, family cohesiveness, and promotion of outdoor leisure activities. These facilities are used to host a variety of family and group events including reunions,

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birthday parties, team outings, company events, and informal social gatherings. Typical amenities offered may include stations for washing and cleaning, barbeques, electricity, lighting, and signage. Convenient and accessible trash and recycle receptacles are additionally important to facilitate the cleanup process.

Cost Considerations

To minimize costs, the city should take in to account the importance of clear signage to deter unwanted uses and alleviate potential tensions regarding reserved times. Additionally, additional City staffing hours may be necessary to manage participant needs throughout the proposed sites.

Standards of Maintenance

To ensure the success and sustainability of the proposed picnic sites, the City should adopt a standard of maintenance for the picnic facilities. Typical maintenance needs include:

- Refuse pick-up for offsite disposal
- Signage maintenance
- Cleaning of food preparation areas
- Maintenance and cleaning of seating areas
- Graffiti removal, as needed
- Blowing of debris and path clearing
- Barbeque cleaning

Operating Cost Model

The City of Newark does not currently reserve group picnic areas. The city should strongly consider instituting a reservation program, for which there will be expense and revenue implications. Expense examples include the need for increased staffing when necessary, such as on weekends and holidays when picnic reservations are most frequent.

The proposed group picnic areas vary in size, type and quantity of site furnishings and amenities provided. The cost estimates listed in Table 10 identify new maintenance costs to the city and do not include current maintenance costs for existing park acreage and existing picnic areas. To estimate the probable maintenance expenses for the facilities the Newark Public Works Department projected unit costs, within accepted industry standards, which were applied to the various sites and their proposed amenities.

Table 10 – Annual Maintenance Cost

Picnic Amenities	Quantity	Maintenance Cost	Total
Shelter, picnic tables, pad w/ barbecue pit	8	$7,700	$61,600
Shelter, picnic tables, pad w/o barbecue pit	1	$6,700	$6,700
Picnic tables, pad, w/ barbecue pit	1	$6,000	$6,000
Picnic tables, pad w/o barbecue pit	2	$5,000	$10,000
Total	12		$84,300

Potential Revenue Analysis

To generate revenue to partially offset operating costs from the provision and reservation of group picnic areas, a fee schedule and reservation policy should be instituted with support and enforcement of the permit process. With reservations come expectations from the community that the city will support the program for it to be successful. The city's role will be to process reservation requests, provide and update website descriptions, issue use permits, collect fees, and coordinate with the parks staff to provide enhanced cleanup and maintenance, and enforce site reservations. Reservations are generally viewed as a service and benefit to the community for which they must contribute toward the expense.

A comparative analysis of local group picnic reservations provides a benchmark for establishing fees, with fees varying up the sites' capacity and location. The following information puts forth the reservation fees enforced by the cities of Fremont and Union City.

The City of Fremont hosts 7 different parks with reservable space at picnic sites. Table 11 outlines the reservation fees enforced at Fremont's Central Park based on several of the park's reservable areas, as designated by the city.

Table 11 – Fremont Central Park Group Picnic Reservation Fees, by Reservable Area

Fremont Central Park - Reservable Area	Capacity (Individuals)	Resident Fee	Non-Resident Fee
Mammoth	20	$50	$55
Dock	30	$75	$85
Brook 2	40	$100	$115
Triangle 1	50	$125	$145
Always Dream 1	60	$150	$175
Kennedy	70	$175	$205
Always Dream 2	80	$200	$235
Lions 2	90	$225	$265
Area B	100	$200	$235
Area A	350	$660	$930
Area C	350	$740	$1,040

*By reservable area

Union City hosts a variety of reservable picnic sites at 12 of its parks. Table 12 outlines reservation fees enforced at a selection of Union City's parks and their reservable picnic sites, as designated by the city.

Table 12 – Selection of Union City Picnic Reservation Fees by Park and Site

Park and Site	Capacity (Individuals)	Resident Fee	Non-Resident Fee
William Cann Civic- Egret	10	$35	$70
Shorty Garcia	20	$40	$80
Accinelli Park	30	$45	$90
Arroyo Park	40	$55	$110
Seven Hills Park- Kitayama	60	$80	$160
Kennedy Park- Camarillo Brown	70	$82.50	$165
Old Alvarado- Gazebo	75	$115	$230
Dry Creek	80	$95	$190
Contempo	100	$125	$250
Kennedy Park- Amphitheater	125	$150	$300
Kennedy Park- Daniel Camarillo	130	$165	$330

The fee schedules developed for the cities of Fremont and Union City consider site capacity, the number of people served, popularity of the designated site, and the associated amenities. Popularity of group picnic sites is based upon the park amenities, such as sports fields, and the scheduling of tournaments and game play.

Fee assumptions were developed to identify the potential revenue for the City of Newark. The Consultant developed assumptions that assume an average fee, system-wide, and that participant capacity will be 30 to 60 individuals per site. Changing any of the assumptions may have a significant impact on the estimated revenue.

Table 13 reveals the proposed Newark park reservation fee structure.

Table 13 – Proposed Newark Park Reservation Fee Structure

Sheltered or Unsheltered Picnic Site	Capacity (Individuals)	Resident Fee	Non-Resident Fee
With Shelter	30 to 60	$85	$150
Without Shelter	30 to 60	$65	$120

Based on the proposed fee structure, Table 14 represents projected revenue estimates regarding the 12 new group picnic site reservations, assuming demand is equal for all sites.

Table 14 – Projected Revenue Estimate

Revenue Assumptions -Summer Weekends - Saturday & Sunday			
Assumptions	Site Rental Days	Fees Collected	Revenue Potential
9 Shelter Group Picnic Sites-Proposed (Saturdays and Sundays)	234		
Percent of Site Rentals (90%)	211		
Rentals by Residents (80%)	168	$85	$14,280
Rentals by Non-Residents (20%)	42	150	$6,300
Holidays and Special Events	90	$250	$22,500
3 Non-Shelter Group Sites-Proposed (Saturdays and Sundays)	78		
Percent of Site Rentals (90%)	70		
Rentals by Residents (80%)	56	$65	$3,640
Rentals by Non-Residents (20%)	14	$120	$1,680
Revenue Potential			$48,400

This conservative estimate may be doubled if the city grants half-day permits, allowing 2 rentals per site each weekend day. The provisions of electrical power or a process for renting a jump house are also examples of opportunities to generate additional income.

SPLASH PADS

Sites

Birch Grove Park (481 sf)
Byington Park (1,252 sf)



Description

A new splash pad is recommended for Birch Grove Park as the existing splash pad at the park is not in working condition and an update of 1 existing splash pad, at Byington Park. These facilities will be comprised of rubberized matting, water spray heads, and various play structures for youth.

Splash pads are user-friendly, outdoor aquatic amenities that often serve as destination features for community members with toddlers, preschoolers, and depending upon the features, pre-teens. Popular splash pad features include vibrant colors and shapes and sequencing spray patterns that maintain the interest of young users. A healthy outdoor play amenity, splash pads offer unique water-based recreation for children and families.

Cost Considerations

There are 2 typical approaches to the creation of splash pad water systems. The first operates similar to a pool facility with chemicals, filters, and pumps (as well as UV and other sanitizing agents) stored in a tank below the play surface that re-circulate water through spray features. The second approach uses potable water from a city's system, which flows through the splash pad once before it is sent to the municipal sanitary system or repurposed another way, such as irrigation. The option the city selects will have implications for the maintenance budget, staff resources, and the community's commitment to water-wise conditions.

Note: Some states are leaning toward the concept of requiring UV and treating water.

Standard of Maintenance

To ensure the success and sustainability of the proposed splash pads the city should adopt a standard of maintenance for the facilities. Typical maintenance needs necessary for community splash pads include:

- Refuse removal
- Signage maintenance
- Cleaning and maintenance of surfaces and features
- System check and repairs for valves, spray heads and filtration system
- Removal of organic plant material
- Sanitization protocols

Operating Cost Model

Splash pads typically maintain low maintenance costs when compared with outdoor pools. Based on Consultant experience and standards, the aforementioned maintenance practices will be expected to cost between $4,000 and $6,000, annually, per splash pad. This projection does not include utilities or chemicals if the city were to select that option.

Revenue Potential

Despite the popularity of this feature, the revenue potential is limited. The proposed splash pads are integrated into the city's park system, are not fenced, and are provided as a site amenity. Private rentals for parties can be a source of limited revenue, however, this requires policies regarding closing the facility to the public, notification, and ensuring access to renters. If the city offered rentals of the splash pads during specified times, the revenue potential would range from $2,000 to $3,000, per site, or a total of $6,000 to $12,000 for the 3 sites. These figures assume a 2-hour rental at a cost of $100, with 2 to 3 rentals at each park per week for 10 weeks.

As a potential revenue generator, the consultant team recommends renting splash pads. In many instances these amenities are viewed much like a child play area. If the splash pad is in close proximity to other "rentable" amenities it increases the attractiveness of said amenity and potentially increases that rental rate and frequency.

6.2 PRIORITIZATION PROCESS

The consultant team conducted a detailed prioritization process to evaluate each of the proposed recommendations.
This process was guided by seven key criteria, each of which was assigned a value based on its relative importance.
The evaluation criteria were as follows:

- Code and Regulation (5)
- High Priority of the Community (4)
- Fulfills Unmet Needs (3)
- Service Area (3)
- Potential Revenue Generation (2)
- Included in Previous Planning Efforts (2)
- Operational Efficiency (1)

Each criterion was assigned a value from 1 to 5, with 1 being the lowest and 5 the highest, reflecting the level of importance relative to the other criteria. A recommendation could earn up to 20 points in total, with the highest points awarded to those meeting Code and Regulation requirements.

Based on survey results and community feedback, the recommendations were evaluated and assigned points, with final scores ranging from 1 to 14 points. The top-scoring recommendations, which focused on site improvements, received either 13 or 14 points. This prioritization process revealed that the community values the enhancement of existing facilities over the introduction of new elements in parks. These insights have directly informed the priority projects, which are discussed in further detail in Section 6.3, *Priority Projects.*

For a detailed break out of the prioritization matrix Appendix F.

6.3 PRIORITY PROJECTS

The following park projects have been identified as the top four actionable priorities in the Citywide Parks Master Plan Update. Prior to this update, the City of Newark recognized several recreation projects that were highly desired by the community. Both the 2017 Citywide Parks Master Plan and the 2013 General Plan highlighted the need for a skate and bike park, multi-purpose all-weather turf fields at Sportsfield Park, and a dog park for community use. Since then the skate park, multi-purposed all-weather turf fields, and the dog park have been completed.

In response to an updated assessment of community needs, the Master Plan Update now prioritizes the following key projects:

1. **Children's Play Areas**
2. **Restrooms** – Improved or new facilities.
3. **Maintenance and Play Fields** – Upgrades and enhancements to existing fields.
4. **Trails and Pathway Improvements** – Enhancements to connectivity and access.

Based on community feedback gathered from outreach events, digital surveys, and stakeholder interviews, the focus of the Master Plan Update has shifted towards the overall upgrade and maintenance of existing park amenities and infrastructure, rather than new, park-specific projects. Each of these priority areas is discussed in greater detail in the following sections, along with the parks best suited for these improvements.

CHILDREN'S PLAY AREA ($902,753)

A certified playground safety inspection and audit of Newark's playgrounds was conducted by a certified playground inspector with Sedgwick Risk Control on March 19 and 20, 2024. Several playgrounds at multiple parks were inspected, these include:

- Birch Grove Park
- Byington Park
- Civic Center Park
- Newark Community Center Park
- Jerry Raber Ash Street Park
- Mayhews Landing Park
- Mirabeau Park
- Musik Park
- Silliman Preschool Playground
- Susan Johnson Bridgepointe Park

The conditions of the playgrounds observed were measured against the standards established by the American Society for Testing Materials Standard F1487-21 and the guidelines established by the Consumer Product Safety Commission handbook for Public Playground Safety, Publication #325 (2015).

Hazards identified are prioritized based on the following factors:

- Probability – the likelihood that users would encounter the hazard.
- Probability – the probability that users could have an accident as a result of the hazard
- Consequences – the most likely level of injury that would result

Priority 1 – Permanent disability, loss of life or body part (Condition should be corrected immediately)
Priority 2 – Serious injury resulting in temporary disability (Condition should be corrected as soon as possible)
Priority 3 – Minimum non-disabling injury (Condition should be corrected very soon)
Priority 4 – Potential for injury very minimal (Condition should be corrected if it worsens)
Priority 5 – Existing condition does not present a hazard at this time, or the condition is non-compliant with out posing a risk of injury (Action determined by the entity based on its priorities)

See Appendix G for detailed evaluation of each playground

Based on the inspection reports, the current condition of the play equipment and the priority list noted above, the children's play areas at the following parks have emerged as the highest priority projects which are in need of playground infrastructure upgrades, replacement, and/or repair:

- Jerry Raber Ash Street Park
- Mirabeau Park
- Newark Community Center Park

While upgrading the existing children's play areas will benefit the community, there has been strong feedback and demand for an "All-Abilities Playground" in Newark's Parks and Recreation facilities. This has been a prominent topic of discussion among community members and staff, highlighting the potential to bring significant value and a meaningful experience to Newark's families and children.

An All-Abilities Playground is a thoughtfully designed play space that accommodates children of all physical, sensory, and cognitive abilities. Unlike traditional playgrounds, these inclusive environments are equipped with features such as wheelchair-accessible ramps, sensory-rich play elements, and equipment that encourages cooperative play between children of varying abilities. The goal is to create an environment where every child can safely explore, engage, and enjoy play without barriers. The benefits of an All-Abilities Playground extend beyond physical activity—it fosters social inclusion, boosts confidence and independence, and promotes empathy and understanding among children by encouraging diverse interactions. Additionally, these playgrounds provide opportunities for children to develop motor skills, sensory processing, and cognitive abilities in a fun, accessible, and supportive setting.

After evaluating several parks within Newark's park framework, the consultant team has identified Newark Community Center Park as the most suitable location for an All-Abilities Playground. This determination was based on the park's current programming, potential for future expansion, and the availability of sufficient space to accommodate the playground. Given these factors, Newark Community Center Park offers the ideal setting for an All-Abilities Playground that will meet community needs and enhance recreational opportunities.

For a detailed break out of probable costs for the proposed All-Abilities playground at Newark Community Center Park, see Appendix E.

RESTROOMS ($381,867)

Several restrooms within the Newark Park system are outdated, in poor condition, and pose health and safety concerns for the community. Proper restroom facilities are essential for maintaining the overall usability of park spaces, ensuring that they are safe, clean, and welcoming for all visitors. Inadequate or poorly maintained restrooms not only detract from the park experience but also limit access and discourage community members from fully enjoying the amenities. In response to community feedback, upgrading park restrooms ranked as one of the highest priorities, underscoring the strong demand for modernized, accessible, and sanitary facilities. Addressing this need would significantly enhance the overall park experience by providing

visitors with clean, functional spaces that support longer visits and broader use of the parks.

Making the upgrade and replacement of restroom facilities a priority will directly address the needs expressed by residents, creating a healthier, more enjoyable environment for park-goers of all ages. This investment will contribute to a more inclusive and accessible park system, reflecting the community's desire for improved infrastructure and demonstrating the city's commitment to enhancing the quality of life for its residents. By modernizing restroom facilities, Newark will further increase the usability, safety, and appeal of its parks, ultimately promoting greater community engagement and enjoyment.

Investing in improved restroom infrastructure will not only increase the usability of the parks but also reflect the city's commitment to providing a safe, clean, and enjoyable experience for residents and visitors alike. The Masterplan Update recommends prioritizing upgrading and/or replacing restrooms at all parks which currently have existing restrooms. It is important to note that replacing the restrooms, rather than attempting to upgrade the outdated structures, would be a more equitable and logical approach, as the aging construction and infrastructure make renovation less cost-effective and efficient in the long term.

Additionally, the inclusion of new restroom facilities at the following parks some of which currently do not provide any restroom facilities for the community:

- Lakeshore Park
- Shirley Sisk Grove

As well as new restrooms and updates to the existing restrooms at the following parks:

- Newark Community Center Park
- Sportsfield Park

For a detailed breakdown of probable costs for the proposed restroom additions, replacement and/or upgrades, see Appendix E.

MAINTENANCE AND PLAY FIELDS ($208,421)

Proper maintenance of the open fields within the Newark Park system is essential for the safety and enjoyment of the entire community. These fields are widely used by various groups for recreational sports practices, organized leagues, and informal play, with soccer being one of the most popular outdoor activities. With many games extending into the evening when natural lighting is limited, it becomes critical to ensure that the fields are well-maintained, free of trip hazards, burrows, and other potential dangers that could compromise the safety of players. Providing safe, level, and hazard-free fields allows community members to continue enjoying outdoor sports with confidence.

In addition, proper field maintenance, including fine grading, is vital to create level playing surfaces that support safe and fair play. This also ensures adequate drainage and irrigation, which are necessary to keep fields in optimal condition year-round. By preventing water buildup and uneven surfaces, proper grading and irrigation extend the usability of the fields in various weather conditions, promoting continuous outdoor recreation. Prioritizing regular maintenance of these fields enhances the quality of outdoor spaces and reflects the city's commitment to providing safe, accessible, and enjoyable facilities for all. Furthermore, prioritizing the safety of the Newark community—especially its children—demonstrates the city's commitment to investing in safe, accessible, and enjoyable outdoor facilities for all residents.

The following parks have existing fields that will need regular maintenance:

- Birch Grove Park
- Jerry Raber Ash Street Park
- Mayhews Landing Park
- McGregor Playfields
- Mirabeau Park
- Newark Community Park
- Mel Nunes Sportsfield Park

While the demand for a dedicated cricket pitch did not emerge as a high-ranking need in the community survey and outreach, the consultant team has conducted evaluations on potential locations for a future cricket pitch, should the city choose to move forward with this project. Based on the spatial and field requirements for cricket, McGregor Playfields has been identified as the most suitable location to accommodate a dedicated cricket pitch. This proactive assessment ensures that Newark is prepared to meet the evolving recreational interests of its community.

TRAILS AND PATHWAY IMPROVEMENTS ($373,395)

Outdoor trails and pathways are a vital component of the open space and parks network in the City of Newark, offering both recreational and practical value to the community. These trails ranked highly among community members during the survey and outreach process, emphasizing the importance of accessible, well-connected outdoor spaces. Trails not only provide opportunities for walking, running, and biking but also enhance the overall park experience by linking individual parks and open spaces, creating a cohesive network of recreational areas.

These exterior connections magnify the enjoyment of each park by allowing residents to easily explore and engage with different amenities, fostering a greater sense of community and encouraging outdoor activity. Well-maintained and thoughtfully designed trails contribute to a more connected, accessible, and vibrant park system that supports the health and well-being of Newark's residents.

Proper maintenance of paths and trails is essential to ensure they remain safe, accessible, and enjoyable for all users. Key aspects of trail upkeep include regular fine grading and leveling to maintain smooth, even surfaces, reducing the risk of trip hazards or uneven terrain. Weeding and vegetation control are equally important to keep pathways clear and prevent overgrowth from obstructing users. The removal of trip hazards such as cracks, roots, or debris, along with addressing slippery surfaces, is crucial for maintaining the safety of those walking, running, or biking on the trails.

Ensuring proper surface drainage is also a key component, preventing water accumulation that could lead to erosion or create dangerous conditions. Additionally, all trails must adhere to code-compliant accessibility standards, including maintaining appropriate cross slopes and running slopes to accommodate individuals of all abilities. Consistent maintenance of these elements not only ensures the safety and usability of the paths but also demonstrates the city's commitment to providing a welcoming, accessible, and well-maintained trail network for the entire community.

In addition to the existing trails and pathways, the Citywide Parks Master Plan Update recommends expanding the current trail system where feasible. Based on an evaluation of current conditions, Cedar Boulevard Linear Park has been identified as the park that would benefit most from the addition of new trails and pathway networks.

For a detailed breakdown of probable costs for Trails and Pathway Improvements, see Appendix E.

6.4 FINANCIAL ANALYSIS AND MANAGEMENT

Parks and recreation costs are commonly separate into two categories, ongoing operations and maintenance costs and one-time capital improvement costs. The city's current funding approach includes:

- Ongoing Costs. The use of General Fund revenues to cover parks maintenance costs and recreation and community services costs, and, to a lesser extent, user fees.
- Capital Improvement Costs. The use of development impact fees to support park and facility improvements with periodic support from grants.

This section focuses on the city's current funding of parks maintenance and recreation and community services and the expected need for funding. The following section focuses on the costs associated with the capital improvements projects identified in the Master Plan, describes the city's current approaches to capital project funding, and identifies additional funding sources that could be pursued to support parks funding.

Overall, to fund and implement the Master Plan's capital project priorities and support their ongoing operations and maintenance, additional funding sources will be required. There may be opportunities to generate revenue to partially offset the new costs from the operations of several of the proposed facilities; and volunteers, or external organizations, may be engaged to help with fundraising. However, a reliable and consistent source of funding for both operations and maintenance as well as capital improvements will likely be required.

MAINTENANCE AND OPERATIONS SPENDING OVERVIEW AND FUNDING NEED

The city provides parks and recreation maintenance and services through:

- **Public Works Department** - The Parks and Landscape Maintenance division in the Department of Public Works is responsible for operations and maintenance of city parks. FY 2025/2026 spending is expected to be about $3.75 million with most funding from the General Fund.

- **Recreation and Community Services Department** - This department organizes and oversees recreation programming. FY 2025/2026 spending is expected to be about $7.3 million. Over half of the funding will come from the General Fund ($3.7 million) with about 40 percent from user fees/ charges.

As described further below, in the city's budget, recreation services and park maintenance activities are supported by the Recreation Cost Center and Maintenance Cost Center, respectively.

Like many other California communities, the City of Newark continues to experience increasing demands for a range of public service expenditures with General Fund revenues unable to keep pace. In response to the fiscal realities the city's practice has been to provide and maintain public facilities, including parks, as resources allow.

A significant challenge for the city is that the improvements envisioned in the *Master Plan* will increase the city's maintenance costs (as well as requiring capital projects funding) while public input also indicates a strong desire for overall improved park maintenance. With current maintenance funding constrained, the city will need to explore new funding options for park maintenance when possible.

MAINTENANCE COST CENTER

The Parks and Landscape Maintenance Division of the City's Public Works Department is responsible for the maintenance of all City parks and recreation facilities, in addition to street landscaping and residential cul-de-sacs. Maintenance of parks, sports fields, playgrounds and recreation facilities includes mowing turf, irrigation repair, hedging, litter removal, weed control, playground safety inspection and repair, and special event support.

The Public Works Department receives funding for a broad range of maintenance activities including street repairs and environmental services as well as parks and landscape maintenance, through the City's Maintenance Cost Center. The budget of the Maintenance Cost Center has been set at about $8.0 million in Fiscal Year (FY) 2025-26 and $8.35 million in FY 2026-27. The City's General Fund provides the large majority (over 85 percent) of the funding for this Cost Center, including about $6.9 million in FY 2025-26 and $7.83 million in FY 2026-27.

The portion of the overall Maintenance Cost Center funding allocated to Parks & Landscape Maintenance is $3.76 million in FY 2025-26 and $3.89 million in FY 2026-27. This is approximately 47 percent of the Maintenance Cost Center's total budget.

RECREATION COST CENTER

The Recreation and Community Services Department receives funding through the City's Recreation Cost Center. The total budget for the Recreation and Community Services Cost Center in FY 2025-2026 is about $7.3 million. The City has budgeted revenues of $2.7 million in various recreation fees and charges. The City's General Fund contribution is expected to be $4.1 million in FY 2025-26, representing over 50 percent of the Recreation and Community Services Department's operating budget.

The following recreation programs and services are funded by the Recreation Cost Center:

- General recreation services
- Youth/Adult Sports, Fitness & Wellness
- George M. Silliman Activity & Family Aquatic Center
- Community Center Licensed Child Care
- Senior Services
- Paratransit Services
- Newark Resource Center

6.5 CAPITAL PROJECT FUNDING

The *Newark Citywide Parks Master Plan* has identified a series of park improvements and identified priorities to help allocate funding as it becomes available. This section summarizes the capital cost information, discusses the city's primary parks capital funding tool, and identifies other options. As for most California communities, raising funding for parks and recreation improvements and their associated maintenance is challenging. The city's current funding tools will support incremental improvements over time, though the city will need to explore new funding options to accelerate the pace of potential capital improvements while accounting for additional maintenance requirements when possible.

CITY CAPITAL IMPROVEMENT COSTS (CIP)

In the budgeting process for the Fiscal Years (FY) 2024-2026 budget cycle, the city evaluated 93 projects of all types for potential funding, of which 28 related to park and recreation facilities. Of those projects, 47 were selected for funding during the biennial budget cycle, including nine (9) for park and recreation facilities. The total known costs for all of these projects add up to about $119.2 million. The nine (9) identified park and recreation improvement projects in this budget cycle are estimated to cost about $1.55 million. These are primarily improvements to the Silliman Activity and Family Aquatic Center, which comprise 7 of the projects.

Table 15 – Projects Funded by Parks Impact Fees

Park Name	Total Cost (2024$)
Birch Grove	$4,070,000
Byington Park	$1,287,000
Cedar Boulevard Linear Park	$5,622,000
Civic Center Park	$2,092,000

Jerry Raber Ash Street Park	$1,235,000
Lakeshore Park	$3,111,000
MacGregor Playfields	$552,000
Mayhews Landing	$1,844,000
Mirabeau Park	$689,000
Musick Park	$962,000
Newark Community Park	$4,193,000
Sanctuary Park	$1,636,000
Shirley Sisk Grove	$3,085,000
Sportsfield Park	$5,048,000
Susan Johnson Bridgepointe Park	$1,277,000
Grand Total	$36,703,000

The Master Plan includes an assessment of potential city park capital improvements. As summarized below, the Master Plan identifies improvements to 15 city parks with an estimate total improvement cost of $36.7 million. The overall improvement list and costs includes several of the parks and recreation projects included in the city's two-year Capital Improvement Plan.

EXISTING CAPITAL FUNDING TOOLS/ PARK IMPACT FEES

The city's dedication and park fee requirements provide an important source of parkland and improvements/ facilities funding from new development. Specifically, the city requires new residential subdivisions to dedicate land, or pay an in-lieu fee, for parks and open space, as authorized by the Quimby Act (California Government Code Sec. 66477). In addition, the city charges a fee for the cost to develop parks and recreation facilities.

The fees as of 2024 are presented below. As shown, the fees include a fee associated with park improvements, set at about $9,200 per unit per single family unit and $6,500 per unit for multifamily development. Developers that choose to dedicate the required amount of parkland only pay this fee, though developers also have the option to pay a higher fee that incorporates a parkland in-lieu fee as well as the park improvements fee component. As shown, for developers that select the parkland in-lieu fee, the fee is about $30,800 per single family unit and $22,200 per multifamily unit.

Table 16 – FY 2024 Parks Impact Fees

	Fee per Dwelling Unit ($2024)	
Item	Single Family	Multi-Family
Project without Land Dedicated for Parks	$30,788.01	$22,167.76
Projects with Land Dedicated for Parks	$9,236.40	$6,527.09

These parks fees represent an important source of parks capital improvement funding for the city, though it is important to note that: (1) the fees are collected to mitigate for the impacts of new development, not correct existing deficiencies; and, (2) cannot be spent on operations and maintenance costs.

When received, the fees are deposited in a separate Park Impact Fee fund. As of FY 2023, the parks impact fee fund balance is approximately $5.8 million, with $1.8 million committed towards funded projects. This leaves about $4 million in remaining uncommitted fee fund balance.

Table 17 – Projects Funded by Parks Impact Fees

Project Name	Current Status	Anticipated Completion
BMX park Location Study and Conceptual Design	Pending	2024
Cedar Boulevard Linear Park Area 2	Pending	2025
Citywide Park Signage Program - Phase 1	Underway	2024
Jerry Raber Ash Street Park Sports Facilities	Pending	2025
MacGregor Fields Cricket Pitch	Underway	2024
Mel Nunes Sportsfield Park Completion	Pending	2025
Mel Nunes Sportsfield Outfield Net Replacement	Pending	2024
Mel Nunes Sportsfield Park Synthetic Turf Fields Additional Netting	Underway	2024
Park Grid Tree Work Project	Planning	2024

Source: City of Newark

Historically, the city's parks impact fee program has provided an important source of funding for capital improvements. In addition to the limitations of its use, like all impact fees, the fee revenues are highly dependent on the level of new development in the city. As a result, it is expected to continue to be an important source, if limited source of revenues for the City's capital improvement projects.

OTHER FUNDING OPTIONS

As noted above, to accelerate the timing of the prioritized capital improvement projects and to ensure adequate funding for the strong maintenance and management of existing parks, the city will want to explore additional funding options at an appropriate point in time. The sections below discuss potential funding options to consider/ pursue, divided into two sections.

The first section includes the pursuit of funding and other support from grants and/or charitable foundations/ volunteers. These efforts require city staff to organize and oversee and can be highly uncertain in terms of the level of funding received. The second section includes the types of taxes, fees, and other mechanism that can be used to support Citywide parks funding, but that typically require either voter-approval or City Council consideration and adoption.

GRANTS AND CHARITABLE FUNDING

Grants and charitable funding do not place a cost incidence on city residents, businesses, or other taxpayers, but do require substantial investment of city staff time.

GRANT FUNDING

Grant funding may supplement other sources of parks capital improvement funding. The city budget indicates that grants have supplied funding for several non-parks capital projects in the city. Like other cities, the City of Newark can compete for state, federal, and in some cases regional grant funding to help fund parks and recreation facilities. For large projects, it is frequently necessary to assemble several grants from sources which may have different purposes but which can contribute to portions of a project. Grant programs typically help fund capital projects but not operations and maintenance costs.

Among the different grant programs, large State parks bonds that have been passed periodically by California voters often provide substantial, but competitive funding. Additionally, in some cases, there may be opportunities to use Community Development Block Grant (CDBG) funds - which may be used for a variety of purposes such as affordable housing, community facilities or economic development.

Overall, while grant funds can provide an important source of funding, their competitiveness and limitations on use makes them difficult to incorporate into long term capital improvements program planning. Additionally, grant funding for parks requires significant staff effort (to seek out and apply for funding and then manage any projects tied to grants won).

CHARITABLE CONTRIBUTIONS AND DONOR CAMPAIGNS

Citizens and businesses alike often recognize the vital importance of the city's parks and recreation system to the community quality of life and wish to contribute financially. For major projects, cities often mount donor campaigns, which may include major corporate support, to fund high profile facilities. However, this approach can also be helpful for neighborhood projects as well where the community may be willing to conduct fund raising activities and donate volunteer efforts to provide a recreation, cultural, or open space amenity in their neighborhood. Similar to grant funding, these fund-raising efforts often require coordination and support from city staff with outcomes difficult to predict.

ADDITIONAL POTENTIAL FUNDING SOURCES

The city may consider a variety of other financing mechanisms and funding sources to help close the gap on parks and recreation facilities costs and ongoing operations and maintenance. Some of these programs are most tied to new development, so the extent to which new development is expected to be modest, they may be less useful. Others, that require voter-approval, ask residents and/ or property owners if they are willing to tax themselves to support parks improvements and, in some cases, maintenance.

General Obligations Bonds

The city can seek to establish new property tax assessments to support a General Obligation (G.O.) Bond issuance that would be targeted to fund parks capital improvements, potentially in combination with other improvement categories. Raise funds for both capital and maintenance improvements in parks. The new property tax assessments that will pay for the debt service on the new G.O. Bonds will require (two-thirds) voter approval and hence there must be broad support.

Dedicated Local Taxes

Other local taxes may be increased with (two-thirds) voter approval to either pay for capital improvements on a pay-as-you-go basis, to support issuance of a revenue bond for capital improvements, and/ or help fund ongoing parks maintenance cost. For example, Sonoma County has an additional sales tax that funds maintenance of regional parks and allocates funding to jurisdictions for local park improvements. Parcel taxes and transient occupancy taxes are often types of taxes that can be established as special taxes for specific purposes with voter approval.

Enhanced Infrastructure Financing District (EIFD)

With Enhanced Infrastructure Financing Districts, cities can allocate a portion of their own property tax increment to help pay for public facilities and improvements (including parks and recreation) in that district. This is essentially a limited form of redevelopment tax increment financing, but only public agencies that agree to participate would allocate their tax increment to the EIFD. EIFD's both require substantial new development in the district to provide the incremental property tax as well as a willingness to re-direct those property taxes into facilities financing.

Land-Based Financing

Land-based financing programs such as community facilities districts or special assessment districts offer another financing mechanism for cities to generate revenue. Such financing districts are typically established for major subdivisions where the infrastructure or service costs in the new neighborhood cannot otherwise be funded by developer or city sources. Funding from special districts can also provide funding for maintenance costs. These programs, however, tend to cover a specific area and are dependent on the level of new development.

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APPENDIX

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APPENDIX A – DOCUMENT REVIEW

Newark Citywide Parks Master Plan Update

DOCUMENT REVIEW



The City of Newark engaged the services of RHAA, Ballard King & Associates LTD, and Economic & Planning Systems, Inc. (EPS) to prepare a citywide master plan to address the city's long-term needs and meet its goals for the provision of parks, recreation and open space; the Newark *Citywide Parks Master Plan Update*.

The following document review summarizes planning documents that discuss existing infrastructure, currently proposed or pending improvements, and various practices and policies. Specifically, goals, policies, and programs from existing city plans and documents that relate to open space and recreational planning are reviewed to inform the policies of the city's *Citywide Parks Master Plan Update*. This section additionally reviews documents related to current program offerings and citywide budget and revenue practices to further inform the policies of the *Citywide Parks Master Plan Update* and ensure that the Plan is consistent with planning, policies, and programs set forth by the City of Newark.



MASTER PLANS & STUDIES 7
City of Newark General Plan 7
City of Newark Pedestrian & Bicycle Master Plan 18
City of Newark Greater NewPark Masterplan 19
Dumbarton Transit Oriented Development Specific Plan 20
Southwest Newark Residential & Recreational Project 21
RECREATION & PROGRAMMING 22
Joint Use 22
Recreational Services & Programming 22



A. City of Newark General Plan

Document(s):
Newark California General Plan, 2013

The *Newark California General Plan* is intended to guide the City, looking 20 to 25 years ahead, through changes in technology, transportation, demographics, environment, and the economy; preserving Newark's existing qualities while planning for its future. The General Plan, adopted December 2013, meets the requirements for general plans as stipulated by California State law including the seven mandatory elements: land use, circulation, housing, public safety, conservation, open space and noise. This General Plan also includes the optional elements of economic development, health and wellness, and community services and facilities.

The vision of the city's future as defined by the General Plan process is to:

- Maintain a strong sense of shared community among residents and protect the quality of life.
- Guide the timing and location of development to protect sensitive natural environments.
- Concentrate commercial and industrial land uses along the edges of the city to capitalize on freeway access and buffer more sensitive land uses.
- Focus future growth in key areas of opportunity for development and redevelopment while preserving the character of existing residential neighborhoods.
- Meet the regional need for housing, as defined in state legislation and the Bay Area's Sustainable Community Strategy (SCS), and provide a wide range of housing opportunities for all housing types and income levels.
- Provide new, higher density housing options that address the needs of senior citizens and cater to the preferences of younger generations, while maintaining the single-family residential neighborhoods that Newark residents value.
- Continue to provide adequate and varied recreational opportunities.
- Foster the creation of new high-quality recreational open spaces and the enhancement of existing recreational facilities and open spaces.
- Promote public health and safety.
- Develop a more sustainable and healthy community and promote walking and biking through focused transit-oriented development (TOD) and focused high-density housing in proximity to commercial uses.
- Sustain NewPark Mall as a regional commercial attraction, while exploring opportunities for redevelopment of the surrounding area with civic and other uses supportive of the Mall.
- Redefine citywide transportation priorities to better balance the needs of all modes of travel.
- Facilitate cleanup of hazardous contamination sites in the City.
- Embrace Newark's bayfront location.

To formalize the future of Newark's existing park system, the city's General Plan called for the creation of Newark's *Citywide Parks Master Plan*. The *2017 Master Plan* resulted in the prioritization of funds for future park and recreation projects and the creation of a systematic foundation for the future of Newark's parks. The following assessment of the *Newark California General Plan* identifies the goals, policies and actions, of each plan element, related to the city's existing park system. The *Master Plan Update* continues and expands on these goals.

LAND USE

The Land Use element of the *Newark California General Plan* defines the city's public policy on land use topics of growth and development, use compatibility, community standards, community design and identity, and historic preservation. These policies set the direction of Newark's future growth to maintain successful neighborhoods, improve civic identity, and enhance the city's shopping areas and workplaces for coming years. These policies also provide parameters for future development of the city to enhance Newark's quality of life.

Public open space, and its associated benefits, is identified as a valuable amenity in this element. Supporting various uses, providing civic identity and improving aesthetic appearance, park space is a valued land use protected in the city's existing land use policy and proposed in Newark's future planned development.

The following goals, policies and actions relate to parks and recreation.

QUALITY OF LIFE

Goal LU-1: Maintain a desirable quality of life in Newark by preserving a small town, neighborhood-oriented atmosphere and sustaining a balanced mix of land uses.

Policy LU-1.1 Balance of Uses: Maintain a reasonable balance of land uses in the city so that residents can live close to where they work and satisfy their shopping, educational, personal, health, entertainment, and recreational needs close to home.

Policy LU-1.9 Park and Recreation Expansion: Expand park and recreational lands and facilities to keep pace with population growth and support the leisure time needs of Newark residents.

Policy LU-1.11 Centers: Create vibrant centers within Newark that provide focal points and gathering places for neighborhoods, and create identity and stronger sense of place for the city. Centers may include shopping areas, parks and public facilities, mixed-use districts, and other amenities that meet the diverse needs of Newark residents and visitors.

COMMUNITY STANDARDS

Goal LU-3: Protect the quality of Newark's residential neighborhoods.

Policy LU-3.4 Property Renovation: Upgrade existing structures and sites, particularly those located along major thoroughfares, where deficiencies in appearance can create a negative image of the city and/or impact the value of property.

Action LU-3.B Blight Abetment: Continue programs to maintain community standards, including enforcement of illegal dumping regulations, graffiti removal, and other programs to abate blight.

Action LU-3.D Beautification Programs: As funding allows, undertake beautification and revitalization programs which improve the appearance of existing development through landscaping, streetscape improvements, and facade improvements.

COMMUNITY DESIGN AND IDENTITY

Goal LU-4: Enhance Newark's identity as a city of high quality development that is distinctive from other cities in the Bar Area.

Policy LU-4.7 Lighting: Manage exterior lighting to reduce potential light and glare impacts, improve public safety, and enhance the character of the streetscape.

Policy LU-4.10 Civic Space: Develop spaces in the city which contribute to community building and social interaction. This should include parks, plazas, and other public areas, as well as gathering places within private development that are open to the public.

Action LU-4.C Lighting Improvements: Identify priority locations for lighting improvements along streets, in parks, and public places to address public concerns about safety.

DUMBARTON RAIL TRANSIT-ORIENTED DEVELOPMENT (D-TOD)

Goal LU-6: Develop a sustainable, transit-oriented development (TOD) comprised of residential, retail, office, parks, and open space uses around the site of the planned Dumbarton Rail station on Newark's west side.

Policy LU-6.1 Dumbarton TOD Land Uses: Plan for the following activities around the intersection of Willow Street and the proposed Dumbarton Rail Service: (1) a future transit station serving the region as well as neighboring residents; (2) a neighborhood center consisting of

retail, grocery, visitor-serving, and higher-density residential uses; (3) up to 2,500 housing units with a wide range of unit types and affordability levels; (4) necessary infrastructure to support the development; (5) contribution toward an overpass on Central Avenue over the Union Pacific railroad tracks, and (6) a network of open space and parks, including a bayside trail.

SOUTHWEST NEWARK RESIDENTIAL AND RECREATIONAL PROJECT

Goal LU-7: Develop the Southwest Newark Residential and Recreational Project as one of the Silicon Valley's premier new neighborhoods, with executive housing and high quality recreation.

Policy LU-7.6 Open Space Amenities: Include a major open space and recreational amenity within the Southwest Newark Residential and Recreational Project boundary. The preferred amenity is an 18-hole golf course with clubhouse. The former solid waste disposal site at the west end of Mowry Avenue should be considered for inclusion in the Golf Course site. In the event a golf course is deemed infeasible, then another recreational use that is acceptable to the city shall be provided through developer fees. In addition, development in this area shall provide for neighborhood parks consistent with the ratios established by the General Plan.

In the event a golf course is developed, its design should minimize disturbance of sensitive natural resources. To the extent feasible, the golf course should contain natural habitat such as native grassland and native trees rather than non-native grass and non-native vegetation.

Action LU-7.C New School and Park: Work with property owners and the Newark Unified School District (NUSD) in the planning of a new public school within this area. A neighborhood park should be designed on an adjacent site, with the two uses functionally integrated to facilitate joint use.

OLD TOWN NEWARK

Goal LU-8: Strengthen Old Town Newark as a vibrant, cohesive mixed-use district that honors Newark's history while embracing its future.

Policy LU-8.6 Old Town Civic Space: Create civic gathering places, outdoor seating areas, fountains, and other public spaces in Old Town Newark which contribute to the area's role as the historic center of the city, and make it a more attractive destination for Newark residents, workers, and visitors. Once constructed, such spaces should be programmed for civic events which draw people to the area and create more active street life.

Action LU-8.E Old Town Park/Plaza: Pursue development of a central park or plaza, with the potential to become a focal point for the Old Town area.

TRANSPORTATION

The Transportation element of Newark's *General Plan* addresses topics and policies related to travel in and around the city, its accessibility to the larger Bay Area, and the modes by which transportation shapes the city's identity. In regard to the city's parks and recreation, this element's call for enhanced recreational trails and potential open space development along existing transportation Right-Of-Ways, supports Newark's park system.

The following goal, policies and action relate to Newark's *Citywide Parks Master Plan Update*.

PEDESTRIAN AND BICYCLE CIRCULATION

Goal T-2: Create a citywide pedestrian and bicycle network that provides safe access to destinations within the city, connects to an integrated regional network, and is accessible to users of all ages, abilities, and means.

Policy T-2.9 Recreational Trails: Develop and maintain trails in parks and open space areas, and between Newark neighborhoods and the city's open spaces.

Policy T-2.12 Trails Along Railroads and Utilities: Consider the use of railroad, flood control, and utility rights of way for jogging, biking, and walking trails, provided that safety and operational issues can be fully addressed.

Such trails may be considered where the right-of-way is sufficiently wide to address safety considerations, and where a trail project would not interfere with railroad, flood control, or utility operations.

Action T-2.B Cedar Boulevard Pedestrian and Bicycle Trail: Convert the linear tract of land formerly reserved for a southerly extension of Cedar Boulevard between Haley St. and Willow St. into a bicycle and pedestrian parkway, including a bicycle and pedestrian bridge over the Union Pacific Railroad. The city will apply for grants and pursue other funding sources to construct this project.

ECONOMIC DEVELOPMENT

The Economic Development element of the *Newark California General Plan* describes the goals, policies, and actions of the city that will encourage a strong economy, support existing businesses while attracting new businesses, and improve Newark's overall quality-of-life and fiscal strength. Newark's public open space is incorporated into the Economic Development element of the General Plan through its potential role in establishing a positive image of the city, enhancing the city's competitive edge and identity within the Silicon Valley market.

The following goal, policies and action apply to the City of Newark's parks and recreation.

PROMOTING NEWARK

Goal ED-5: Establish higher visibility and a positive public image of Newark.

Policy ED-5.5 Media Relations: Garner positive media coverage that promotes Newark as a livable city with great weather, a central location, quality shopping and dining choices, diverse housing choices, excellent schools and parks, and an accessible city government.

Policy ED-5.6 Bayfront Location: Promote the public image of Newark as a bayfront city, with amenities such as trails to the shoreline, open space, wildlife refuges, and bay vistas.

Action ED-5.E Community Special Events: Work with the Chamber of Commerce to promote local special events and festivals which draw visitors to Newark, such as the annual Newark Days, summer concerts in the grove, the NewPark Farmers Market, SummerFest, and other arts and crafts events.

CONSERVATION AND SUSTAINABILITY

Newark's location directly on the San Francisco Bay compels the city to take an important stance on preserving its unique natural resources. Significantly, just under 50 percent of the city is designated non-urbanized land with a large portion of that dedicated to conservation. With this ratio, Newark has a unique opportunity to highlight its special relationship to the Bay and the valuable open space resources it hosts. The Conservation and Sustainability element of the General Plan outlines the city's public policy on resource management and conservation.

The following goals, policies and actions relate to the role of Newark's park system in environmental conservation and sustainability, particularly in environmental education, water conservation, urban forestry, and waste management.

ENVIRONMENTAL PROTECTION

Goal CS-1: Protect Newark's natural environment, landscape and physical features.

Policy CS-1.5 Environmental Education: Support greater environmental education, awareness, and stewardship among Newark residents.

Action CS-1.C Environmental Curricula: Work with the Newark Unified School District and Ohlone College to promote environmental education and curricula for Newark youth. In addition, encourage Newark Recreation and Community Services Department and East Bay Regional Park District programs, which increase awareness of Newark's natural environment.

WATER RESOURCES

Goal CS-3: Conserve and enhance Newark's water resources.

Policy CS-3.2 Water Conservation Standards: Promote water conservation through development standards, building requirements, irrigation requirements, landscape design guidelines, and other applicable city policies and programs.

Action CS-3.E Water Efficient Landscaping: Continue to implement the city's Rescape Landscaping Guidelines for water-efficient landscaping, including low water use plants and more efficient irrigation systems. Adopt more stringent outdoor water use policies for individual development proposals where feasible.

Action CS-3.F Retrofitting Water Infrastructure: As funding allows, retrofit water infrastructure and landscaping on municipal property to reduce potable water use.

URBAN FOREST

Goal CS-4: Conserve and manage the city's tree resources and urban forest.

Policy CS-4.2 Trees and Public Improvements: Manage the city's trees in a way that preserves the life of public improvements such as curbs, gutters, and sidewalks. Ensure that trees that are removed due to their age, health, or potential to damage property, are replaced in kind with new trees that are appropriate for their locations.

Policy CS-4.4 Street Trees as a Community Amenity: Encourage the use of street trees and landscaping to distinguish major thoroughfares and neighborhoods, beautify the city, encourage walking, and create a stronger sense of identity.

SOLID WASTE MANAGEMENT

Goal CS-8: Reduce landfilled waste through recycling, composting, and source reduction.

Policy CS-8.1 Recycling Program: Actively promote recycling, composting, and waste reduction in order to minimize the amount of waste requiring disposal in landfills. Provide for residential recycling and green waste containers and weekly curbside recycling pickup, to make it as easy and convenient as possible for residents to reduce the volume of trash requiring landfill disposal.

Action CS-8.E Recycling Receptacles in Public Spaces: As funding allows, provide recycling receptacles in parks and public spaces, in addition to trash receptacles.

PARKS, RECREATION, AND OPEN SPACE

The Parks, Recreation, and Open Space element of the *Newark California General Plan* sets forth the framework for which the city will manage open space for recreation, conservation, resource production, and public safety. The policies outlined here emphasize the importance of public open space in the community; providing valued opportunity for recreational, social, civic and aesthetic enjoyment. Additionally, this element provides strategy for adaptation of the city's parks and recreation to meet the changing needs of the city's residents.

The Parks, Recreation, and Open Space element is a guiding framework for both the 2*017 City Parks Master Plan* and the *Master Plan Update*. The *Master Plan Update* will continue to support the policies, goals and actions outlined in this element to support Newark's park and recreation goals.

PROTECTION OF OPEN SPACE

Goal PR-1: Protect Newark's open space for a variety of purposes, including public recreation, the managed production of natural resources, protection of environmentally sensitive areas, aesthetics, and public safety.

Policy PR-1.1 Public Open Space: Protect and where possible enhance the public open space resources available within or near Newark.

Policy PR-1.3 Open Space and Community Character: Recognize the value of open space for shaping community character and identity and defining Newark's image within the region.

Policy PR-1.5 Utility Easements: Encourage public utility agencies such as the San Francisco Water Department (Hetch Hetchy Aqueduct) and PG&E to retain their easements in open space or to improve them with linear parks or trails.

PARKLAND ACQUISITION AND EXPANSION

Goal PR-2: Expand and improve Newark's parks and recreational facilities to meet existing and future needs.

Policy PR-2.1 New Neighborhood Parks: Develop new neighborhood parks in locations where there is an existing or anticipated need.

Policy PR-2.2 Parks in New Development: Require new parks to be provided within large-scale new development. Where the provision of an on-site park is infeasible, require the payment of an in-lieu fee for parkland acquisition to serve that development.

Policy PR-2.3 Park Service Standards: Establish the following park standards to determine where and how much parkland should be provided in Newark, and to calculate the amount of in-lieu fees where appropriate:

(a) within the city, provide at least 3.0 acres of parkland per 1,000 population. This total shall exclude wetlands and other areas that are not accessible for active or passive recreation,

(b) provide one neighborhood park per 5,000 population, with a park located within ½-mile of each residence, and

(c) provide one community park per 15,000 population, with a park located within 2 miles of each residence.

These standards may be adjusted to facilitate high value and unique facilities such as linear trails, dog runs, formal gardens, and indoor facilities.

Policy PR-2.4 Pocket Parks: Allow a portion of the parkland dedication requirement to be met through the provision of on-site pocket parks and play lots in new development.

Policy PR-2.5 New Facilities in Existing Parks: Where constraints to meeting the established park and recreation standards cannot be overcome, explore alternatives for providing additional recreational activities within existing park and recreation facilities.

Policy PR-2.6 Park Expansion: Explore opportunities to expand existing parks through the acquisition of vacant or underutilized land on the perimeter.

Policy PR-2.7 Distinctive Park Character: Ensure that every park and public space has its own unique character. Parks should vary in size and level of activity based on their location, natural setting, and use. Larger parks should include a mix of active and passive recreation areas to ensure that they serve a diverse range of users

Policy PR-2.8 Natural Features in Parks: Design new parks to respect and conserve important natural features. Wetlands and other environmentally sensitive areas located within park boundaries should be designated for protection and restored to the greatest extent possible.
Policy PR-2.9 Parks in Nearby Cities: When evaluating the need for recreational facilities, consider the availability of public facilities in nearby cities as a factor.

Action PR-2.A Park Impact Fees: Continue to implement provisions of the Quimby Act which enables the city to collect in-lieu fees for park acquisition.

Action PR-2.B New Park Locations: Develop new public parks in the neighborhoods planned for the western and southwestern edges of Newark.

Action PR-2.C New Park Facilities: Ensure that newly developing neighborhoods have access to a full array of recreational facilities. When determining what specific facilities should be provided in new parks, consider existing citywide deficiencies, so that all Newark residents may benefit.

Action PR-2.D Old Town Park: Consider opportunities for a new neighborhood park in the Old Town Newark area.

Action PR-2.E Donations of Money and Land: Create a mechanism through which individuals can donate money or land to the city for expansion of existing parks or the development of new parks or community facilities.

Action PR-2.F Community Input: Seek public input on improvements to City parks and recreation programs through user surveys, community workshops, and communication with organized recreation and neighborhood groups.

PARK MANAGEMENT

Goal PR-3: Manage Newark's parks in a way that enhances their natural qualities, conveys a positive image of the city and its neighborhoods, and fully meets the community's recreational needs.

Policy PR-3.1 Facility Modernization: Periodically modernize or upgrade existing recreational facilities to ensure that they meet the needs of the community, respond to current trends, and make a positive contribution to Newark's quality of life.

Policy PR-3.2 Quality Materials: Utilize quality materials in the construction of parks, public spaces, and recreational facilities. Park equipment and facilities should promote durability and resilience, be responsive to the Bay Area's climate, and be resistant to vandalism to the greatest extent feasible.

Policy PR-3.3 Extending Facility Usefulness: Enhance the usefulness of existing athletic fields and active play areas by providing facilities and equipment that support a wider variety of sports and activities.

As funds allow, this could include improvements such as night lighting and the use of artificial turf to extend the hours of operation for playfields.

Policy PR-3.4 Park Safety: Ensure that parks are designed and managed to maximize the personal safety of users, maintain the visibility of play areas, and minimize the risk of injury.

Policy PR-3.5 Mitigating Off-Site Impacts: Manage parks to reduce and mitigate the potential for adverse effects on surrounding neighborhoods, such as evening light, noise, and parking.

Policy PR-3.6 Park Landscaping: Maintain high standards for park landscaping. Include a mix of native vegetation and ornamental landscaping to enhance visual quality.

Policy PR-3.7 Park Cleanliness: Keep Newark's parks clean, well maintained, and free of litter, with an adequate number of trash receptacles and regular trash collection services.

Policy PR-3.8 Park Maintenance: Ensure the regular and systematic maintenance of park grounds and facilities. Maintenance methods should be sensitive to the environment, including pest management and weed control methods which minimize toxic chemical use.

This should also include facilities for composting and recycling, and irrigation equipment that is designed to reduce maintenance and repair requirements and minimize water waste.

Policy PR-3.9 Reducing Energy Consumption: Reduce energy consumption in parks and in recreational buildings through energy-efficient lighting, conservation and efficiency measures in park structures, and energy-conscious operating procedures in parks and recreational facilities. Wherever feasible, this should include the use of photovoltaic systems in new or rehabilitated recreation buildings.

Policy PR-3.10 Volunteerism: Encourage volunteer participation in the care and stewardship of parkland and the delivery of recreational services in Newark.

Policy PR-3.11 Responding to Changing Needs: Provide recreational facilities and programs which meet the diverse and changing needs of Newark residents, taking into consideration such factors as the aging of the population, the mobility needs of persons with disabilities, and the city's growing cultural diversity.

Policy PR-3.12 Special Recreational Needs: Maintain recreation programs for special user groups such as disabled persons, seniors, and teenagers.

Recreation programs for youth are particularly important and should be a key consideration in the development of new facilities and programs.

Policy PR-3.13 Community Events: Hold communitywide events such as concerts and festivals in city parks. Such events should be carefully managed to ensure that parks are not over-programmed and that maintenance requirements are fully addressed.

Policy PR-3.14 Financing Park Improvements: Consider the use of bond measures and similar financing programs for acquisition and improvement of park land and recreational facilities.

Action PR-3.A Parks Master Plan: Develop a Parks Master Plan, which evaluates local park facilities against National Recreation and Park Association standards and determines the types and locations of improvements needed. A Parks Master Plan would also include use guidelines for the city's parks, and a funding plan for future improvements.

Action PR-3.B Reclaimed Water Use: Continue to work toward the use of reclaimed or non-potable water for park irrigation, rather than using domestic water. As reclaimed or non- potable water infrastructure is developed, parks and public landscaping should be a top priority for new service.

Action PR-3.C Sustainability in Parks: Expand sustainability practices at Newark's parks. This could include the use of bay friendly landscaping in city parks, and the expanded use of compost and mulch materials for fertilizer and landscaping.

Action PR-3.D Golf Course: Continue to pursue the development of a public golf course on the undeveloped residentially designated lands located in the southwestern part of the city. In the event a golf course is infeasible, consider development of another major public recreational feature or open space amenity in this area.

Action PR-3.E Skateboard and BMX Park: Identify potential locations, costs, and funding sources for a skateboard park and a recreational bicycle/ BMX park.

These are envisioned as two separate facilities. A skatepark has been built at Sportsfield Park. The location for the a bicycle skills/BMX park is recommended for Birch Grove Park would need to be Development of a bicycle skills/BMX park is contingent on funding.

Action PR-3.F Birch Grove Lighting: As funding allows, install night lighting at the Birch Grove Park tennis courts.

Action PR-3.G Sportsfield Park Multi-Use Field: Pursue development of lighted multi-purpose all weather turf field at Sportsfield Park.

This has been implemented by the city.

Action PR-3.H Dog Park: Recognize the growing demand for dog play areas in the city, and pursue development of a designated dog park within the Dumbarton TOD area.

This has been implemented by the city at Newark Community Park

Action PR-3.I ADA Compliance: Make continued efforts to comply with all provisions of the Americans with Disabilities Act (ADA) in the design and renovation of recreational facilities.

This should be implemented with the renovation any park and especially for children's play areas. An all-inclusive playground should be considered at Newark Community Park.

NON-CITY RECREATION FACILITIES

Goal PR-4: Maximize the benefits of non-city operated recreational facilities for Newark residents.

Policy PR-4.1 School Facility Access: Continue working with the Newark Unified School District to develop and maintain athletic fields and recreational facilities such as pools, playgrounds, and tennis courts. Support broader public access to these facilities when school is not in session.

Policy PR-4.2 Surplus School Sites: In the event a school site is declared surplus in an area deficient in park land, work with the School District to retain a portion of the school's existing open space, playground, or athletic field area as neighborhood parkland.

Policy PR-4.3 Ohlone College Partnerships: Explore potential partnerships with Ohlone College to develop recreational facilities or programs on the Newark campus which may be accessed by Newark residents.

Policy PR-4.4 Regional Parks: Support the continued acquisition and improvement of open space in southwest Alameda County by the East Bay Regional Park District to ensure that Newark residents have access to an array of natural open spaces, including hillside parks, wilderness areas, and shoreline trails.

The city supports continued enhancement of Coyote Hills Regional Park, Ardenwood Farm Agricultural Preserve, and Quarry Lakes, and access improvements which make it easier to reach these parks on foot or by bicycle.

Policy PR-4.5 Residential Development Recreation Facilities: Encourage private residential developments to include private recreational facilities serving that development.

This could include community rooms, clubhouses, swimming pools, and other facilities intended for use by residents. Such facilities would supplement the contributions these developments are required to make to improve public parkland serving residents and the city at large.

Policy PR-4.7 Plazas and Pocket Parks: In parts of Newark planned for more urban land uses and pedestrian-oriented development, provide for small pocket parks, plazas, and courtyards where residents, workers, shoppers, and visitors can congregate.

Such spaces could include amenities such as outdoor seating and dining areas, water features, and landscaping. Pocket parks and plazas should be designed to allow for interaction among community members and should be considered for programming with activities such as farmer's markets, lunchtime concerts, and mobile vending.

Policy PR-4.8 Temporary Uses: Allow for the temporary use of vacant developable land for recreational purposes such as community gardens, art installations, and other interim activities.

Policy PR-4.9 Commercial Recreation: Encourage the development of private commercial recreational facilities such as bowling alleys and health clubs which complement and enhance the facilities provided by the city.

Action PR-4.A Joint Use Agreements: Develop joint use agreements and other appropriate mechanisms to facilitate public access to school playgrounds and athletic fields, and reciprocal school access to City recreation areas.

The city will make a concerted effort to improve access to school recreational facilities in the coming years. Currently, use of school grounds for recreational uses requires a specific agreement with the NUSD for access to that facility. Many facilities are off-limits or difficult to access, even during non-school hours. The city will work with NUSD in the coming years to enhance joint use, and provide greater recreational opportunities and open space access for all Newark residents.

Action PR-4.B Modernization of School Facilities: Support implementation of School District capital projects which modernize or improve recreation and athletic facilities.

Action PR-4.C Expanded Public Access: Work with the Newark Unified School District to determine the feasibility of expanded public access to recreational facilities on school property such as the High School swimming pool and the tennis courts at the High School and Junior High.

TRAILS

Goal PR-5: Improve Newark's trail system, with a focus on access to the Newark shoreline, and access between the shoreline and Newark neighborhoods.

Action PR-5.D Cedar Boulevard Extension Linear Park: As funds allow, construct a linear park and trail on the Cedar Boulevard Extension. Crossing of the Union Pacific Railroad should be grade separated to minimize risk and noise.

HEALTH AND WELLNESS

The purpose of the General Plan's Health and Wellness element is to promote and sustain the health of Newark's community. Goals of this element include improving air quality, promoting physical fitness, ensuring access to healthy foods, expanding local health care facilities, protecting residents from environmental hazards, reducing crime, and enhancing a sense of civic engagement and well-being.

The following goals, policies and actions relate to the city's park network and Newark's *Citywide Parks Master Plan Update*.

FITNESS THROUGH DESIGN

Goal HW-2: A community in which physical fitness is supported and encouraged.

Policy HW-2.4 Access to Active Recreation: Maintain and develop facilities for active recreation and physical fitness in Newark, such as recreation centers, exercise circuits, and athletic fields.

Policy HW-2.5 Access to Parks: Ensure that parks and recreation centers can be easily reached on foot or by bicycle.

FOOD ACCESS

Goal HW-3: Access to healthy, affordable food for all Newark residents.

Policy HW-3.4 Community Gardens: Encourage community gardens where appropriate.

Action HW-3.B New Community Garden: Identify potential sites for new community gardens, including parks and schools.

SOCIAL CAPITAL

Goal HW-6: A civic culture that promotes meaningful engagement in public affairs and that creates a sense of pride in Newark among all city residents and businesses.

Policy HW-6.3 Public Space: Support the use of existing public spaces and create new public spaces where residents can gather for outdoor events (concerts, art fairs, etc.) or to meet and congregate.

Action HW-6.B Temporary Uses of Unimproved Land: Allow the interim or temporary use of unimproved land such as parking lots or vacant sites for public events, such as community festivals and farmers markets, provided that potential effects on nearby properties and roadways can be mitigated.

SAFETY THROUGH DESIGN

Goal HW-7: Safe and secure neighborhoods and public spaces.

Policy HW-7.3 Sidewalk and Pedestrian Lighting: Improve lighting of sidewalks, pedestrian areas, parks, and public gathering places where safety is a concern.

Action HW-7.A Development Review for Safety: Incorporate Crime Prevention Through Environmental Design principles into project review procedures for new development and major renovation projects. These principles are aimed at improving the safety of building occupants by designing for natural surveillance (windows oriented to the street and entryways), access control (hedges and landscaping to direct movement), territorial reinforcement, graffiti resistance, vandal-proof exterior elements, and shared facilities that provide "eyes on the street" during extended hours of the day.

COMMUNITY SERVICES AND FACILITIES

Community services in Newark include law enforcement, fire protection, medical response, childcare and other administrative services provided by the city. Community facilities include buildings and infrastructure used to deliver community services such as schools, libraries and municipal buildings. The Community Services and Facilities element outlines Newark's policies for continued, high standard, community service throughout the city.

The following goals and policies relate to the *Citywide Parks Master Plan*.

COMMUNITY SERVICES

Goal CSF-1: Maintain community services and civic facilities that are readily accessible and respond to the needs of all Newark residents.

Policy CSF-1.1 Planning for Public Facilities: Plan for adequate public facilities to meet Newark's current and future needs, based on demographic forecasts, fiscal and budgetary conditions, and adopted standards for municipal facilities and services.

Policy CSF-1.3 Responding to Changing Needs: Ensure that community services respond to the changing demographics of Newark residents and businesses.

Policy CSF-1.4 Preventive Maintenance: Utilize and promote preventive maintenance practices which enhance the useful life of public facilities.

Policy CSF-1.7 Arts and Culture: Recognize the value of arts and culture to Newark's identity, economic development, and quality of life. The city supports the development of facilities for live performances, culture, and recreation.

Goal CSF-2: Provide excellent schools that deliver high-quality educational services to Newark students while serving as neighborhood centers and fostering civic pride.

Policy CSF-2.5 Joint Use of Parks and Schools: Locate public schools and neighborhood parks adjacent to each other, so that recreational facilities may serve student and non-student residents to the greatest extent possible. Joint Use Agreements can allow city parks to be available to schools during school hours and school facilities to be available to the public in non-school hours.

Goal CSF-3: Expand services for Newark residents with special needs, especially children and seniors.

Policy CSF-3.5 Youth Services: Create a safe, positive environment for youth in Newark by providing recreation programs and facilities oriented to teens and pre-teens, encouraging internship and mentorship programs, and soliciting youth involvement and input in civic affairs.

Policy CSF-3.7 Disabled Services: Provide services which meet the needs of Newark residents with disabilities. Ensure compliance with the Americans with Disabilities Act and ensure that reasonable accommodation is provided to recognize the special needs of disabled residents.

B. City of Newark Pedestrian & Bicycle Master Plan

Document(s)
City of Newark Pedestrian & Bicycle Master Plan, 2017

Newark's first bike and pedestrian transportation plan, the City of Newark Pedestrian & Bicycle Master Plan, is a long-range planning document that serves as the outline for Newark's future pedestrian and bicycle improvement projects. The Plan identifies needs in the city's existing pedestrian and cycling networks and presents potential upgrades and repairs to facilitate enhanced use of the network. The Plan's proposed projects provide access to the Bay Area water front, local parks and trails, and regional open spaces for recreation. The vision proposed in this plan is to:

Make the City of Newark as walking and bicycling friendly as possible to encourage people of all ages, abilities, and means to walk and bike.

Newark will be a community that provides its residents, employees, and visitors with viable walking and biking facilities. These facilities will meet the community's travel needs, to improve health and recreation opportunities, and to provide economic benefit to those traveling via cost savings and to local businesses through the creation of vibrant, walkable neighborhoods. The city will have a complete, well-integrated system of bicycle and pedestrian networks and support facilities that encourage walking and biking as active transportation modes.

The Plan's 5 overarching goals are to:

- Create a connected bicycle and pedestrian network
- Increase the number of people walking and bicycling
- Improve safety for pedestrians and bicyclists
- Develop a comprehensive Safe Routes to School program and supporting infrastructure
- Establish citywide design guidelines for bicycle and pedestrian facilities

In relation to Newark's *Citywide Parks Master Plan Update*, the City of Newark Pedestrian & Bicycle Master Plan delineates the importance of pedestrian-scale connectivity to the City's park and open space resources as an important component of network circulation.

In the creation of the proposed bikeway network, the Plan identifies connections to parks and open spaces as a key element of the planning criteria, and suggests the completion of the Cedar Boulevard Extension Linear Park to aid in bike network connectivity. At this extension of Cedar Boulevard, the Plan suggests the creation of a Class I bicycle path for dedicated pedestrian and bicycle travel.

In the creation of the proposed pedestrian network, the City of Newark Pedestrian & Bicycle Master Plan further supports the importance of pedestrian-scale access and connectivity to parks and open spaces as a valuable transportation amenity. Valuable open space-related amenities here include the maintenance and extension of sidewalks, street furniture, and street trees and planting for shade and buffering. The proposed pedestrian network also recommends better connectivity between existing parks and schools, specifically between Mayhews Landing Park and Graham Elementary School, and Mirabeau Park and Snow Elementary School.

The Citywide Parks Master Plan will consider the priorities defined in the City of Newark Pedestrian & Bicycle Master Plan throughout the planning process to ensure enhanced connectivity between the city's park and pedestrian circulation systems.

C. City of Newark Greater NewPark Masterplan

Document(s):
City of Newark Greater NewPark Masterplan, 2015

The *City of Newark Greater NewPark Masterplan* is a guiding document for the Greater NewPark Project, a major redevelopment site for the City of Newark. Centered on renovations to the NewPark Mall, a regional-serving shopping center opened in 1980, the Greater NewPark Project consists of approximately 125 acres of property planned for major enhancements to increase the use and value of the currently underutilized site. Along with the Dumbarton TOD Specific Plan and the Southwest Newark Residential and Recreational Project, the Greater NewPark Project is one of three sites in the City envisioned for new residential, workplace, and open space development. The *City of Newark Greater NewPark Masterplan* document sets forth overall goals for the project as well as a series of development concepts to illustrate the site's future opportunities. The following are goals defined in the Masterplan:

- Support the ongoing renovation and repositioning of NewPark Mall.
- Maximize economic development and long term revenue throughout Greater NewPark.
- Attract revenue-generating commercial, lodging, and entertainment uses that complement existing and desired retail and entertainment anchors.
- Permit office, residential, live-work, civic, and quasi-public uses only so far as they support the overall success of revenue-generating commercial uses.

Residential development should complement and support existing and future commercial development. Residential projects should be exclusively rental housing and be constructed at densities that support transit and contribute to an overall intensification of development throughout the Master Plan Area.

The NewPark Masterplan proposes redevelopment concepts for Shirley Sisk Grove, a public open space parcel within the project boundary. Currently, Shirley Sisk Grove is an undeveloped park space used seasonally for public events such as concerts and festivals. The NewPark Masterplan envisions a repurposing of the Grove to better support the goals of the overall NewPark redevelopment. Repurposing the Grove, and adjacent underused land within the project's scope, would aid the Greater NewPark's vision in becoming a vibrant regional commercial center. According to the NewPark Masterplan, repurposing the Grove could generate revenue while increasing safety and the value of adjacent properties and additionally reduce areas of disinvestment that may detract from the Greater NewPark's overall character.

To repurpose the site, the Masterplan proposes that the NewPark development:

- Explore a possible long-term lease structure that would allow development of hotel, office, entertainment and mixed-use land uses.
- Consider public/private partnership opportunities to ensure that publicly accessible community amenities are part of any planned development until the Grove events are permanently programmed elsewhere within the Greater NewPark.
- Prioritize building frontage along NewPark Boulevard, the major road adjacent to the Grove.

D. Dumbarton Transit Oriented Development Specific Plan

Document(s):
Dumbarton TOD Specific Plan, 2010

The Dumbarton Transit Oriented Development (TOD) project consists of approximately 200 acres of industrial land on the west side of Newark. The project site is bordered by the Union Pacific Railroad track to the north, Willow Street and existing industrial and residential uses to the east, the Alameda County Flood Control (ACFC) Canal to the south and existing, on-going salt production facilities to the west. Formerly an active site for industrial use, much of the property has been vacant since the 1990's. Recently, however, the railroad right-of-way on the northern edge of the project has been selected as the alignment for a potential new transit line to link southern Alameda County with the Peninsula. Plans for a future Dumbarton transit station at Willow Street create the opportunity to capitalize on this public investment through adjacent development with high-density, residential, retail, and office uses and enhanced pedestrian circulation. The site's location is additionally ideal for Transit Oriented Development as it is in close proximity to major transportation routes for regional circulation, such as Highway 84, and its place in the greater East Bay and Silicon Valley region allows it to serve a larger area for transit ridership. The 2010 ***Dumbarton TOD Specific Plan*** provides a guiding framework for this development project. As a comprehensive planning document, this Specific Plan's objectives and goals will support and control the development of the Dumbarton TOD project.

Dictated by the planning principles of smart growth, sustainable community design, green building and sustainable landscaping, the Dumbarton Transit Oriented Development project aims to create a community where "housing, recreation, a neighborhood retail center and employment opportunities are integrated" and "the automobile can be replaced by walking and biking". Plan elements are to include a Transit Center, Neighborhood Center, Commercial and Retail uses, and the necessary infrastructure and utilities needed to support the development. Along with the proposed 2,500 housing units the project will also incorporate an extensive park and recreational trail network providing 16.3 acres of parkland, allowing 2 acres of park per 1,000 people.

The Specific Plan designates three park areas: a neighborhood park, a linear park and/or trail that connects to the Bay Trail, and a park adjacent to the Transit Station. Within these parks, one will provide an outdoor amphitheater and restroom facilities while another will host a dog park. These parks are to include a variety of recreational amenities, such as picnic areas and tot lots, to best serve their intended program. According to the parks and open space goals of the ***Dumbarton TOD Specific Plan***,

the project parks and open space will:

- Enhance the natural qualities of the area
- Draw from the region's climate and native plants
- Convey the identity of the community and neighborhoods
- Create flexibility for community needs, and provide
- Landscaping safety and security

With regard to the *Citywide Parks Master Plan Update*, the proposal of this park, open space, and linked pedestrian connectivity provides collaboration opportunity. The *Master Plan Update* can inform the impending development so that resulting recreational design serves the current and future needs of the city.

E. Southwest Newark Residential & Recreational Project

Document(s):
Newark Specific Plan: Area 3 & 4 of the General Plan, 2009

In the *Newark California General Plan*, the city identifies several Focus Areas where major land use change is anticipated. The Southwest Newark Residential and Recreational Project, formerly identified as Area 3 and 4 of the General Plan, is an identified Focus Area for which a Specific Plan was created: the *Newark Specific Plan: Area 3 & 4 of the General Plan*. The Specific Plan defines parameters for the transition of this largely undeveloped area into a low-density residential development of up to 1,260 housing units, with a major recreational facility and the dedication of conservation open space on some of the low-lying land south of the railroad tracks.

The Southwest Newark Residential and Recreational Project is comprised of 636 acres in the area of Newark bordered by Mowry Avenue to the west, Stevenson Boulevard on the east, Cherry Street to the north, and Mowry Slough to the south. Bisecting the project is the Union Pacific Railroad. The area north of the Union Pacific railway, formerly identified as Area 3, originally hosted 298 acres but 221 acres of that were dedicated to land uses for Ohlone College, Sportsfield Park, and the Stevenson Point Technology business park. Only the remaining 77 acres, formerly designated Sub Area A of Area 3, will be developed in accordance with the *Newark Specific Plan: Area 3 & 4 of the General Plan.* According to this Specific Plan, development here will include the creation of a 600-student elementary school, a new neighborhood park, as well as a pedestrian trail along the adjacent Flood Control Channel. This portion of the Southwest Newark Residential and Recreation Project is currently vacant and undeveloped.

The area south of the railroad, formerly identified as Area 4, hosts 559 acres of undeveloped land with a history of past and present agricultural land use. The *Newark Specific Plan: Area 3 & 4 of the General Plan* divides this portion into 4 areas, each with unique parameters for development. To the south, Sub Area B is envisioned to transition from agricultural land to single-family housing with a small "nature park". North of Sub Area B, Sub Area C may transition to either single-family housing or a recreational space, or both. To the north, Sub Area D may be used as a golf course or similar recreational amenity. Sub Area E will be retained for open space conservation as it lays adjacent to valued wetland habitat to the east.

The Southwest Newark Residential and Recreational Project provides opportunity to expand the city's public open space. With the Specific Plan's proposed addition of neighborhood parks, connective trails, and the dedication of a major recreation facility such as a golf course or similar recreation, the *Master Plan Update* can inform the impending development so that resulting recreational enhancement serves the current and future needs of the Newark community.

A. Joint Use

Document(s):
MacGregor Playfields Agreement

The City of Newark and the Newark Unified School District maintain a long-term joint use agreement for the MacGregor Playfields, located at MacGregor School. The land is owned by the School District and leased to the City under a 1987 arrangement. Under the terms of the agreement, the City constructed the playfields, parking lot, and structures, and performs ongoing maintenance. The School District pays water costs to a specified limit and the city pays costs more than that limit. The city is responsible for scheduling the playfields during non-school use time.

Joint use of school fields and amenities is a standard practice for many communities to address recreational need. The *Master Plan Update* considers the city's current and future joint use opportunities to efficiently meet the community's open space and recreation needs.

B. Recreational Services & Programming

Document(s):
General Plan: Parks, Recreation & Open Space Element

The City of Newark's Recreation and Community Services Department provides an array of programs and activities to serve the recreational, educational, and fitness needs and interests of the community. The Department provides recreational programs which include traditional and non-traditional offerings. A sampling of traditional programs offered by the city include gymnastics, soccer, aquatic camps, licensed preschool, karate, softball, lacrosse, and aerobics. Non-traditionally, the city supports culturally diverse activities evident in the offering of programs such as Bombay Jam fitness workouts, Kundalini yoga, and mahjong. Programs are designed to be age-inclusive and serve infants, youth, adults, seniors, and all abilities.

Regarding recreational space, the Department manages the Community Center, Senior Center, and Silliman Activity and Family Aquatic Center. An important recreational node, the Silliman Center includes three indoor pools, activity rooms, gymnasium, an aerobic and dance studio, fitness center, teen center and childcare spaces. Three community parks and two special use parks provide the setting for recreation in a natural environment. Activities here include fishing and boating in 16 acres of water area and a grove for outdoor concerts. The Department also manages playfields, tennis courts, basketball courts, picnic sites, and trails throughout the city.

In addition to recreational program offerings, the City of Newark's Recreation and Community Services Department also designs and promotes community events that serve to create a connected and enriched community environment. The Department's community events range from Mariachi Festivals, Friday Night Concerts On-the-Green, Family Day at the Park, and a Senior Health and Resource Faire. Below is a list of the city's regular community events, inclusive of the event's local community partners.

- Music at the Grove Summer Concert Series
- Family Day at the Park
- Youth Fishing Day
- Newark Days (Newark Days Inc.)
- Sunday Afternoon Concerts (Love Newark/Newark Arts Council)
- Symphony Performances (Newark Symphonic Winds)
- Community Theater (Stage One Productions)
- Farmers Market (Local Farmers and NewPark Mall)

Community engagement activities include volunteer opportunities, leader in training programs, and group volunteering activities.

Supplementing program offerings, the City also partners with and acknowledges an extensive list of community organizations that provide services and programs to support community connection. These include:

- Afro-American Cultural & Historical Society
- Newark Chamber of Commerce
- CYO Basketball
- CYO Track and Field
- Fremont/Newark Jaycees
- Fremont/Newark YMCA
- Kidango
- League of Volunteers
- Life Eldercare
- Alameda County Library Services
- Newark Girls Softball League
- Newark/Fremont Football League
- Newark American Little League
- Newark National Little League
- Newark Health Center
- Newark Optimist Club
- Newark Rotary Club
- Newark Soccer Club
- North Fremont National Junior Basketball
- Ohlone College – Newark Campus
- Salvation Army
- Second Chance
- South Fremont/Newark NJB Basketball
- Stage 1 Theater
- Viola Blythe Community Services Center

Newark's Recreation and Community Services Department strives to support a connected community, with program offerings intended to be opportunities to interact, explore, and to enrich the lives of all community members.

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Newark Citywide Parks Master Plan Update

PARK SYSTEM INVENTORY & ASSESSMENT



To create a strategic plan for the future of Newark's park system a detailed inventory of the city's existing park facilities was conducted. On a tour of Newark each city-owned, or programmed, park was visited with the assistance of city staff and members of the Consultant team. Parks were inventoried to assess how each asset currently serves the community and where they hold potential to expand and improve upon recreational opportunities.

According to the *Newark California General Plan*, the city's park facilities are comprised of Neighborhood, Community, and Special Use parks which provide Newark's community with recreational amenities unique to each. A Neighborhood park ranges from 5-10 acres, serves immediate residents within a ½ mile radius, and hosts simple amenities such as lawn, walking loops and playgrounds. Community parks are typically 20, or more, acres, serving residents within a 2 mile radius, and have facilities that attract community members throughout the city such as sport courts, lit fields and open space for unstructured activity. The City's Special Use parks provide the community with a unique function or facility, with service area and acreage dependent on the park's function. Newark's existing park system hosts 8 Neighborhood parks, 3 Community parks and 2 Special Use parks.

The following information was collected regarding each park:

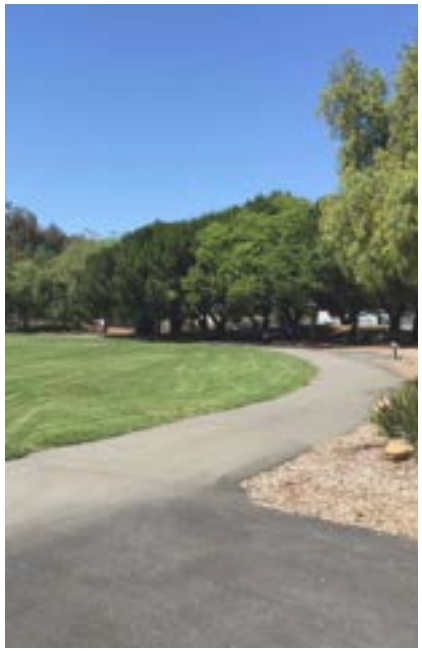
Location: Intersection
Size: Park acreage
Use: Serving Neighborhood, Community, or Special Use
Current Condition: Description of current conditions
Facilities and Amenities: List of facilities and amenities present
Recreation Provided: City-supported recreation provided
Constraints: Features that compromise the site's full potential
Opportunities: Preliminary ideas regarding opportunities to expand or enhance the site's recreation

The information collected in this inventory informs the Consultant's evaluation of the city's existing park system. This assessment aids in determining the level of recreational need currently being met while identifying those recreational wants that are lacking or not being served in the city of Newark.

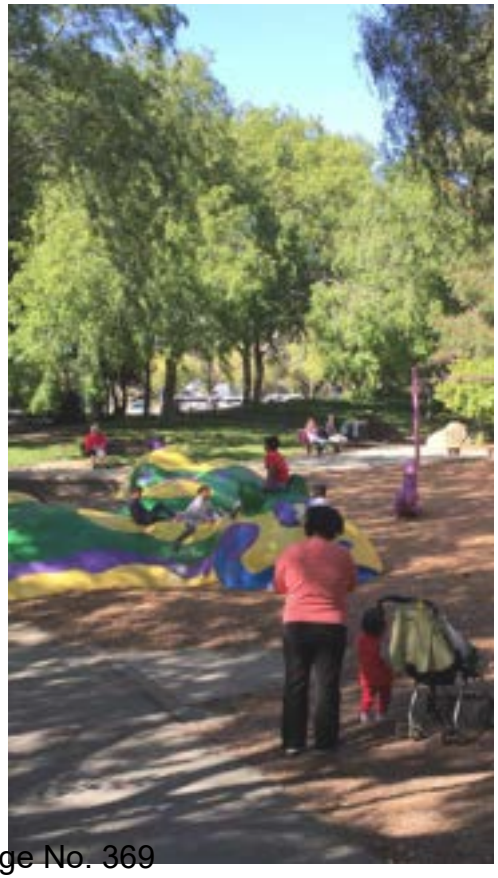














In this park system inventory and assessment several recurring issues and opportunities were identified that apply universally across the Newark park system.

ADA COMPLIANCE

Throughout the Newark park system compliance to standards of accessibility can be enhanced, especially in the city's playground design. To improve accessibility, while decreasing maintenance requirements, the city should consider replacing engineered wood fibar ("tambark") with resilient rubber matting surfaces. The short-term cost of rubber matting may be desirable compared to the long-term maintenance cost of wood fibar. In lieu of replacing existing fibar, the city should ensure that accessible ramps lead into each play area.

In playground accessibility, the city should also consider providing universal play equipment and transfer stations. Transfer stations allow users to access elevated play structures without use of a wheelchair or mobility tool. Additionally, play structures should encourage interactive play for children of all abilities; installing more universal play equipment, such as spinners and saucer swings, can aid in providing recreation options to a diversity of users.

To ensure recreational accessibility the City of Newark should pursue an overall ADA assessment of its existing park facilities.

MAINTENANCE

In the inventory of Newark's parks, it was noted that overall park facility maintenance can be improved. As is common in public open space, graffiti, vandalism and litter are unwanted companions to many of the city's open space assets. To enhance community pride and investment in the daily upkeep of shared green space, the city should prioritize park maintenance.

STRUCTURES & FACILITIES

Newark's park system incorporates a variety of essential recreation elements such as playgrounds, picnic tables, and walking paths, and lighting. Though these elements support the existing parks, the city should consider their update as part of the *Newark Citywide Parks Master Plan.*

Newark's playgrounds and play structures can attract a wider range of users through updated design and program. Thematic design, nature play, and the addition of interactive elements should be considered to create a varied and creative experience for young users.

Picnic and seating options also provide opportunity for improvement and diversity. The city should consider replacing or enhancing these structures to continue accommodating community members for current and future enjoyment. Focusing on variety in aesthetic character, while improving functionality through additional shade structures, is suggested.

The majority of Newark's parks maintain asphalt walking paths that are frequently in use. As popular modes of pedestrian circulation, the city should consider replacing asphalt walkways, which need regular resurfacing, with concrete paths which require less long-term maintenance. Additionally, the city may consider providing more all-weather pathways along park perimeters to further support walking and jogging in the community. Improved, or added, lighting through park paths will also improve user experience.

ACTIVATION

Though Newark has a variety of open space assets, this inventory and assessment finds that the majority of the city's parks are currently underused. The city should consider activating use through programming considerations and supporting alternate use through creating dog parks or skate parks where there is opportunity to do so.










PETTING ZOO





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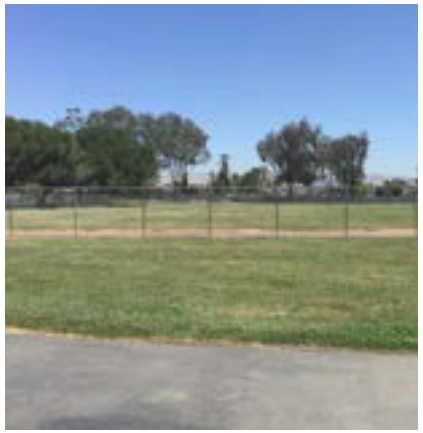












BIRCH GROVE PARK

Location:	Birch Street at Robertson Avenue
Size:	15 acres
Use:	Community Park
Current Condition:	Well-maintained park with light community use, that can benefit from structural/facility updates and increased maintenance
Facilities and Amenities:	Barbecue Pits, Basketball Court, Benches, Tennis Courts, Open Field/Lawn, Picnic Tables, Playground, Restroom, Softball Playing Field, Tot Lot, Walking Paths, Water Play (not in use)
Recreation Provided:	City tennis lessons; League softball play; Passive recreation and gathering
Constraints:	Parking can become limited
Opportunities:	Potential bike skills park site; Structural updates to facilities (basketball court, playgrounds, picnic tables, water feature); Potential reservable group picnic facility site; Enhance turf fields for sport use; Remove walls surrounding picnic tables for safety and visibility; Provide shade for play/group areas; Softball field lights to be replaced; Potential for volleyball and bocce ball courts; Addition of splash pad
Additional Observations:	Vandalism and graffiti are a maintenance challenge


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BYINGTON PARK

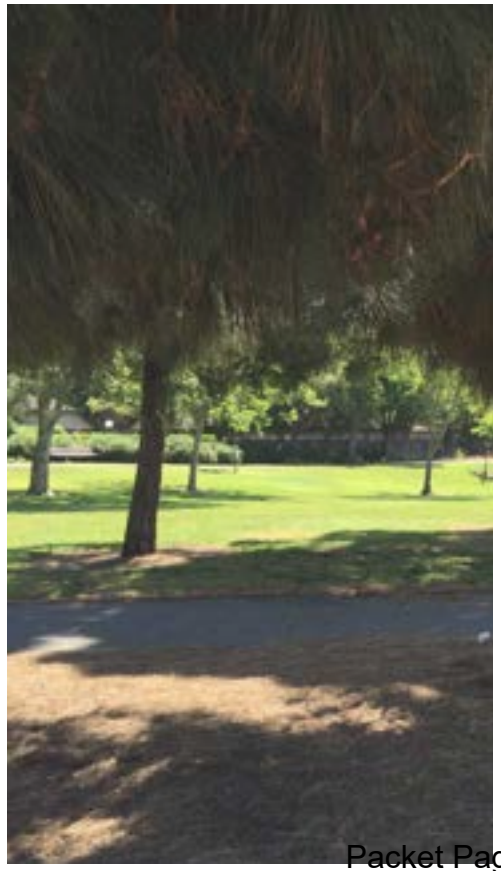
Location:	Central Avenue at Byington Drive
Size:	3 acres
Use:	Neighborhood Park
Current Condition:	Well-maintained, relatively new developer-constructed neighborhood park with large grass area and picnic gathering sites
Facilities and Amenities:	Barbecue Pits; Basketball Court; Benches; Open Field/ Lawn; Picnic Tables; Playground; Walking Paths; Water Play (not in use)
Recreation Provided:	Passive recreation
Constraints:	Proximity to neighboring homes
Opportunities:	Enhance water play area or replace with alternative use; Update existing playground
Additional Observations:	Park could benefit from increased activation and community use


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CIVIC CENTER PARK

Location:	Civic Terrace Avenue at Newark Boulevard
Size:	5 acres
Use:	Neighborhood Park
Current Condition:	A neighborhood park with maintenance issues for the children' play area and open grass play field. The future use of the old library will have an impact on the future use of the park
Facilities and Amenities:	Barbecue Pits; Basketball Court; Benches; Open Field/ Lawn; Picnic Tables; Playground; Walking Paths
Recreation Provided:	Passive recreation; Practice site for under-6 soccer
Constraints:	Active railway at Eastern edge of park
Opportunities:	Structural updates to facilities (basketball court, playground); Additional play area; Formalize perimeter path; Provide shade structures for group/play areas; Potential site for reservable picnic facility; Locate new restroom here if Newark Library is relocated; Enhance turf field for sport use
Additional Observations:	Graffiti can be an issue for maintenance; Periodically update tambark at playground


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City of Newark
JERRY RABER
ASH STREET PARK



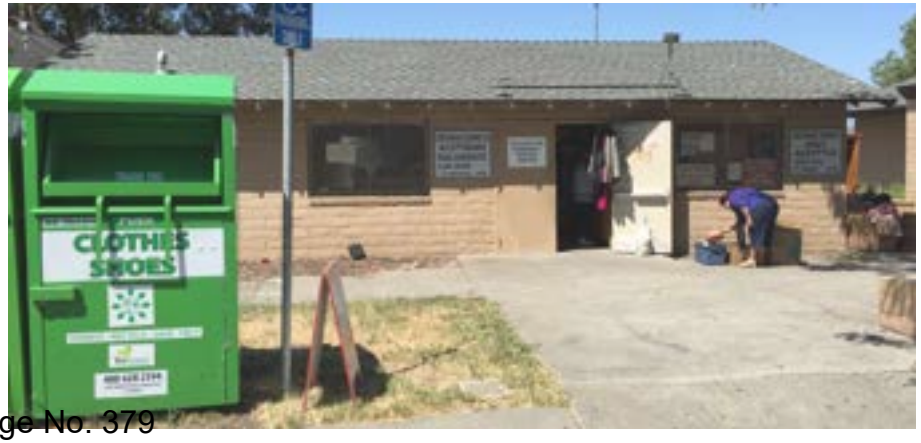











CLOTHES
SHOES

JERRY RABER ASH STREET PARK

Location:	Enterprise Drive at Filbert Street
Size:	6 acres
Use:	Neighborhood Park
Current Condition:	A highly used neighborhood park that serves as a community park for active and passive recreation as well as picnicking and social gatherings. The children's play area equipment is in poor condition. With high use, other amenities in the park need additional maintenance or replacement
Facilities and Amenities:	Barbecue Pits; Basketball Courts; Benches; Newark Resource Center; Horseshoe Pit; Open Field/Lawn; Picnic Tables (shaded); Playground; Restroom; Softball Practice Fields; Tot Lot; Walking Paths; Viola Blythe Community Center; Volleyball Pit
Recreation Provided:	Youth Soccer practice field; Softball/Little League practice field; Passive recreation
Constraints:	Proximity to Hetch Hetchy Right-Of-Way (jurisdiction of San Francisco Public Utilities Commission)
Opportunities:	Structural updates to facilities (playgrounds, picnic shelters, volleyball pit) ; Potential site for reservable picnic facility; Potential site for community demonstration or decorative garden; Close proximity to Newark Senior Center use (bocce ball, gardens, etc.) Full size softball field.
Additional Observations:	Though park is assigned as practice field for Softball/Little League and Youth Soccer, it is not usually used due to poor quality of fields; Park needs improved maintenance (trash management, graffiti and vandalism); Park has history of gang use and public safety challenges


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LAKESHORE PARK

Location:	Lake Boulevard at Parkshore Drive
Size:	26 acres (10 acres turf, 16 acres water)
Use:	Neighborhood Park
Current Condition:	Lake-side community park used for passive recreation related to walking and fishing
Facilities and Amenities:	Benches; Fish-stocked water body; Lawn; Parcourse; Walking Paths
Recreation Provided:	Fishing; Youth Fishing Day
Constraints:	Limited parking access; narrow park band adjacent to the water that limits additional park amenities; restroom and boat house is in poor condition; many Canada Geese in the park
Opportunities:	Potential site for new playground or tot lot; Enhance and update parcourse; Potential for new restroom and group picnic tables; Additional lighting for pathway
Additional Observations:	Geese and wildlife present throughout site; Basic maintenance


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MACGREGOR FIELDS

Location:	Cedar Boulevard at Lake Boulevard
Size:	10 acres
Use:	Special Use Park
Current Condition:	Large sports field shared between the City of Newark and the Newark Unified School District for sport league access and community events
Facilities and Amenities:	(4)Baseball backstops; Open Field/Lawn; (4)Soccer Fields
Recreation Provided:	Youth Soccer; Youth Baseball; Newark Days (hosts up to 80,000 people over 4 days)
Constraints:	Proximity to neighboring homes during Newark Days/ festival events
Opportunities:	Enhance opportunity as a carnival space; Potential for dedicated cricket pitch with field lighting or additional dedicated softball/baseball fields
Additional Observations:	Owned by Newark Unified School District but maintained and programmed by City through a lease agreement; Newark Days carnival creates challenge for grass maintenance


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MAYHEWS LANDING
PARK

















MAYHEWS LANDING PARK

Location:	Cherry Street at Montcalm Avenue
Size:	8 acres
Use:	Neighborhood Park
Current Condition:	Large neighborhood park with opportunities for passive recreation
Facilities and Amenities:	Barbecue Pits; Basketball Court; Benches; Open Field/ Lawn; Picnic Tables; Playground; Walking Paths
Recreation Provided:	Passive recreation
Constraints:	NA
Opportunities:	Structural updates to facilities (basketball court, playgrounds, picnic area); Potential for additional facilities such as outdoor fitness equipment
Additional Observations:	During site visits, park was in use through passive recreation (people sitting on lawn, playing basketball, flying kites)


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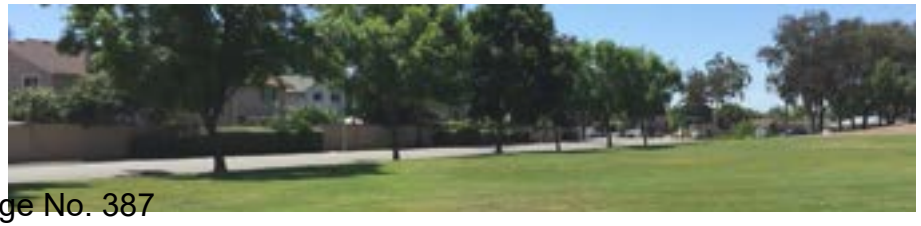












MIRABEAU PARK

Location:	Haley Street at Mirabeau Drive
Size:	6 acres
Use:	Neighborhood Park
Current Condition:	Lightly-used neighborhood park with play structure, large field and perimeter path
Facilities and Amenities:	Benches; Open Field/Lawn; Playground; Tot Lot; Walking Paths
Recreation Provided:	Passive recreation
Constraints:	NA
Opportunities:	Update existing playground and adjacent seating; Potential site for additional recreation facilities such as climbing wall and half-court basketball
Additional Observations:	Improved maintenance needed at park; During the site visit, several young teenagers were using the play structures


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MUSICK
PARK





MUSICK PARK

Location:	Musick Avenue at Cedar Boulevard
Size:	1 acre
Use:	Neighborhood Park
Current Condition:	Simple neighborhood pocket park
Facilities and Amenities:	Benches; Open Field/Lawn; Playground; Walking Paths
Recreation Provided:	Passive recreation
Constraints:	Park is very small
Opportunities:	Update play structure and site amenities; Provide additional seating; Provide perimeter fence for safety
Additional Observations:	Minimal community use; Underused pocket park


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NEWARK COMMUNITY PARK

Location:	Cedar Boulevard at Chapman Drive
Size:	16 acres
Use:	Community Park
Current Condition:	Well-maintained and well-used community park actively accessed by community for passive recreation and festival/ community events
Facilities and Amenities:	Barbecue Pits; Basketball/Wall Ball Court; Community Center (hosts Newark Chamber of Commerce, event facility rental, licensed child care center for ages 3-5); Benches; Lit Tennis Courts; Open Field/Lawn; Picnic Tables; Playground; Restroom; Tot Lot; Walking Paths; Water Play (not in use)
Recreation Provided:	Passive recreation; Newark Days (hosts up to 80,000 people over 4 days); Family Day at the Park
Constraints:	Proximity to residential homes
Opportunities:	Structural updates to facilities (basketball court, playgrounds, picnic areas) ; Potential site for all-abilities play area for both school and tot age; Potential site for reservable picnic facilities; Update existing restroom
Additional Observations:	Additional space at northern tip, where former petting zoo was removed; Restroom maintenance is a challenge due to unwanted activity; Vandalism and graffiti can be an issue for maintenance


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City of Newark
SHIRLEY SISK GROVE
MUSIC AT THE GROVE
FRIDAY NIGHTS









SHIRLEY SISK GROVE

Location:	Cedar Boulevard at North Magazine
Size:	2 acres
Use:	Special Use Park
Current Condition:	Unimproved open space with minimal maintenance and seasonal use; No facilities
Facilities and Amenities:	Temporary stage for seasonal music performances, Wooded Lawn
Recreation Provided:	Newark Mariachi Festival; Music at the Grove Summer Concert Series; Sunday Afternoon Concert Series
Constraints:	Heavily forested Eucalyptus trees block clear views to stage; Site purchased through State grant means limited opportunity to change site use
Opportunities:	Create permanent outdoor performance space with stage, utilities, and parking; Potential for school age play area
Additional Observations:	No parking at site requires use of NewPark Mall parking ; Sight lines/visibility should be improved for safety; Located in a part of the City that is not pedestrian-friendly; Eucalyptus trees require pruning


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SPORTSFIELD PARK

Location: Mowry Boulevard at Cherry Street

Size: 30 acres

Use: Community Park

Current Condition: Actively-used sports fields for organized and recreational play

Facilities and Amenities: Open Field/Lawn; Restroom; Soccer Fields; Softball Playing Field; Walking Path

Recreation Provided: Youth Soccer; Youth Baseball/Softball

Constraints: City has outgrown the site's field capacity; Limited parking during peak periods

Opportunities: Potential restroom and concession stand; Group picnic areas; Potential location for multi-sport, baseball and soccer field; Addition of playgrounds; Expand existing parking lot; Update existing pedestrian pathway

Additional Observations: Site is also popular for pick-up games during the day (local professionals, etc.); Restroom is only open during league/practice times due to unwanted activity; Located next to Ohlone College


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City of Newark
SUSAN JOHNSON
BRIDGEPOINTE PARK




City of Newark









SUSAN JOHNSON BRIDGEPOINTE PARK

Location:	Spruce Street at Bridgepointe Drive
Size:	4 acres
Use:	Neighborhood Park
Current Condition:	Well-maintained neighborhood park that is currently underutilized by the community
Facilities and Amenities:	Barbecue Pits, Benches, Open Field/Lawn, Picnic Tables, Playground, Walking Paths
Recreation Provided:	Passive recreation
Constraints:	Proximity to flood channel on Eastern edge of park; Close to residential homes/neighborhood
Opportunities:	Landscape maintenance can improve; Structural updates to facilities (playground and picnic areas); Potential site for additional recreation facilities such as climbing wall and half court basketball
Additional Observations:	Popular park for off-leash dog play, although not officially allowed

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Newark Citywide Parks Master Plan Update

DEMOGRAPHIC AND RECREATIONAL TRENDS



INTRODUCTION

Demographic analysis is an effective tool for identifying the characteristics of Newark's population that impact the demand for services. Demographic characteristics can be predictive of how segments of the population are likely to use the city's parks, programs, and facilities. Population interests vary based on differences in age, household composition, income, education, race/ethnicity, and other demographic measures. Population changes and patterns can also be identified and compared to the State and County. Conclusions can be made about community preferences and needs based on these patterns. These conclusions impact the recommended steps and goals of Newark's *Citywide Parks Master Plan Update*.

State, regional, and national social, economic, environmental, and recreational trends will impact the demand and the delivery of recreation services in the City of Newark. Trends analysis identifies changing social patterns that shape societal characteristics, preferences, and interests. As a forecasting tool, it can be used to predict potential demand for amenities and services for recreation, leisure, and park pursuits. Assessing demographic and recreation trends provides useful planning data to anticipate changing interests and needs and to create spaces and programs to serve those anticipated needs.

The following section assesses and discusses demographic and recreational trends identified in the City of Newark.

Section I – Demographics

The following is a summary of the demographic characteristics within areas identified as the City of Newark. The City residents are the primary users of City parks and recreation facilities. However, the City should anticipate use from non-City residents as well.

B*K accesses demographic information from Environmental Systems Research Institute (ESRI) who utilizes 2020 Census data and their demographers for 2023-2028 projections. In addition to demographics, ESRI also provides data on housing, recreation, and entertainment spending and adult participation in activities.

Service Areas: The information provided includes the basic demographics and data for the Primary Service Area with comparison data for the State of California and the United States.

Primary Service Areas are defined as the distance people will travel on a regular basis (a minimum of once a week) to utilize recreation facilities. Use by individuals outside of this area will be much more limited and will focus more on special activities or events.

Service areas can flex or contract based upon a facility's proximity to major thoroughfares. Other factors impacting the use as it relates to driving distance are the presence of alternative service providers in the service area. Alternative service providers can influence participation, membership, daily admissions and the associated penetration rates for programs and services.

Service areas can vary in size with the types of components in the facility.

Infographic – using 2023 Projections



Demographic Summary

	City of Newark
Population:	
2020 Census	47,529[1]
2023 Estimate	48,885
2028 Estimate	48,479
Households:	
2020 Census	14,946
2023 Estimate	15,509
2028 Estimate	15,459
Families:	
2020 Census	11,705
2023 Estimate	12,329
2028 Estimate	12,313
Average Household Size:	
2020 Census	3.16
2023 Estimate	3.13
2028 Estimate	3.12
Ethnicity (2023 Estimate):	
Hispanic	30.1%
White	20.6%
Black	3.3%
American Indian	1.2%
Asian	44.0%
Pacific Islander	1.4%
Other	17.5%
Multiple	12.1%
Median Age:	
2020 Census	35.4
2023 Estimate	38.2
2028 Estimate	39.1
Median Income:	
2023 Estimate	$150,574
2028 Estimate	$167,640

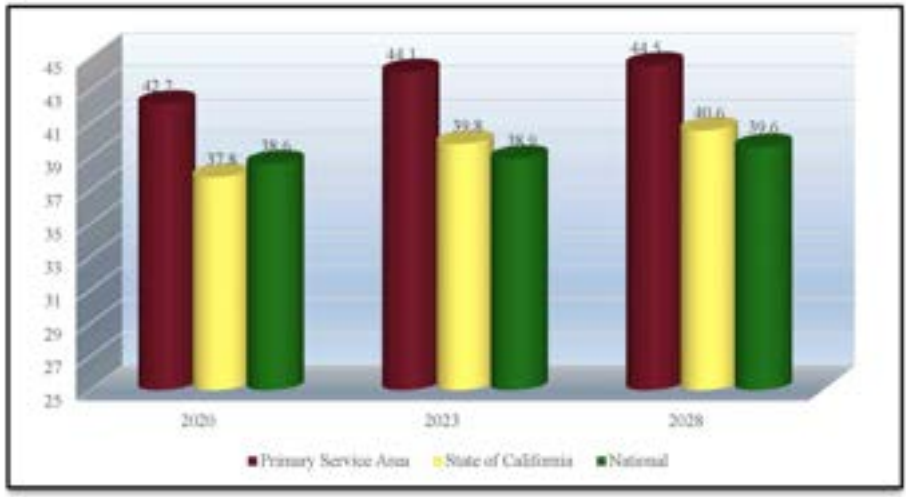
[1] From the 2010-2020 Census, the Primary Service Area experienced a 9.9% increase in population.

Age and Income: The median age and household income levels are compared with the national number as both of these factors are secondary determiners of participation in recreation activities. The lower the median age, the higher the participation rates are for most activities. The level of participation also increases as the median income level goes up.

Table A – Median Age:

	2020 Census	2023 Projection	2028 Projection
City of Newark	35.4	38.2	39.1
State of California	35.2	37.0	37.9
Nationally	38.6	38.9	39.6

Chart A – Median Age:



The median age in the City of Newark is slightly greater than the State of California and the National number. The type of indoor facility that is being considered can be considered multi-generational in nature. Families with younger children will be significant users of programs and drop-in use of the facility. The older population will also be key participants in activities and drop-in users. The interesting part is that the user groups will distribute themselves through the operational day.

The following chart provides the number of households and percentage of households in the Primary and Secondary Service Area with children.

Table B – Households w/ Children

	Number of Households w/ Children	Percentage of Households w/ Children
City of Newark	5,444	37.9%
State of California	4,462,011	33.8%

The information contained in Table-B helps further outline the presence of families with children. As a point of comparison in the 2020 Census, 30.7% of households nationally had children present. So while the median age in the City of Newark is greater, the percentage of households with children is equal to the State of California and greater than the national figure.

Map A – Median Age by Census Block Group

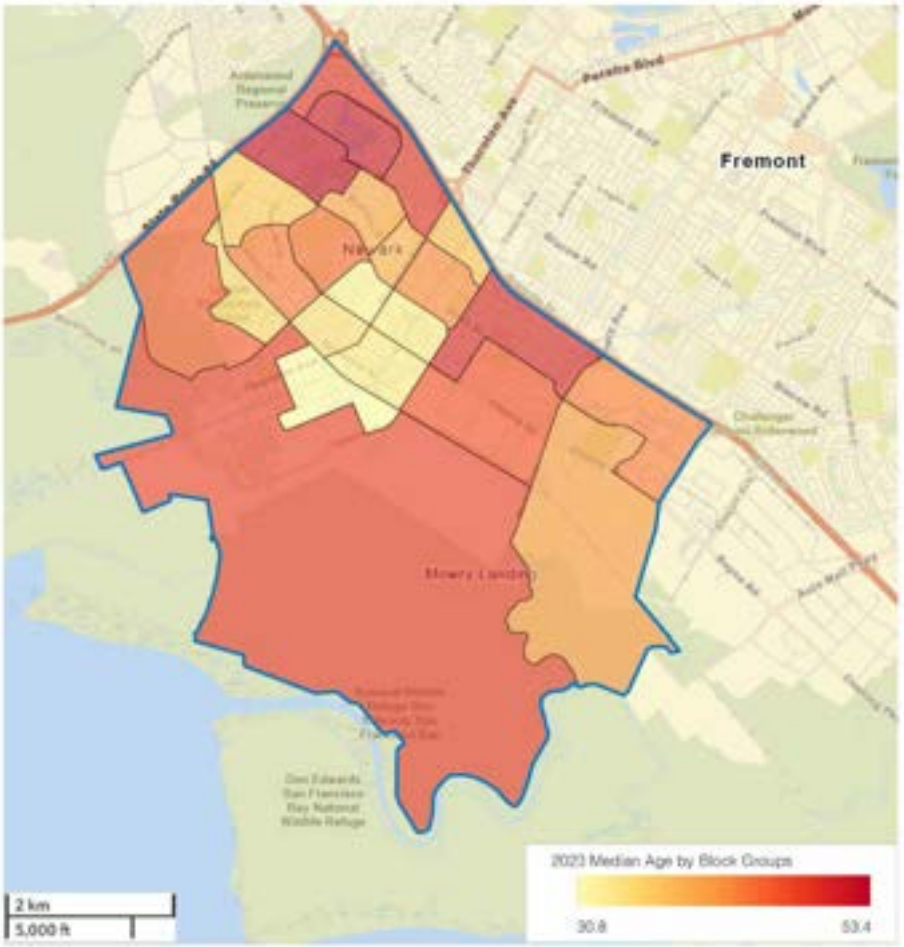
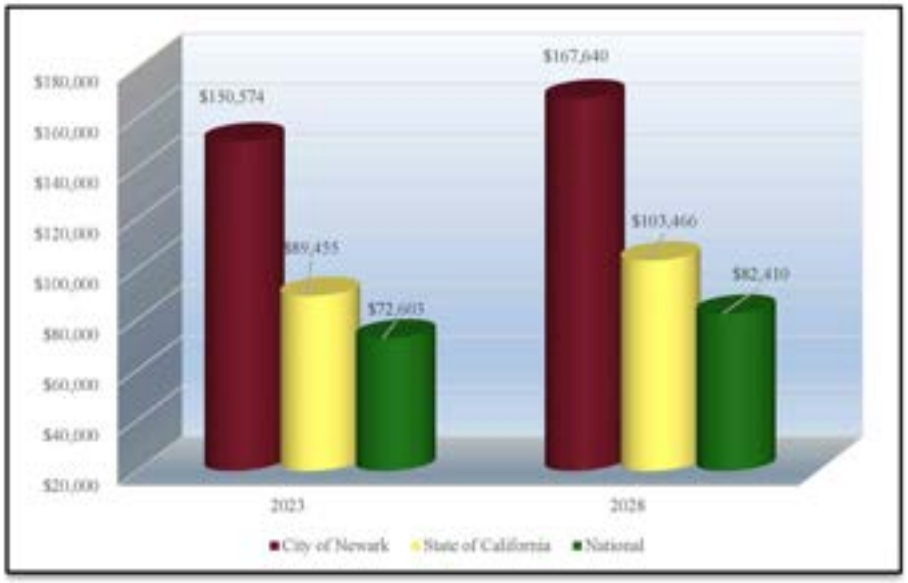


Table C – Median Household Income:

	2023 Projection	2028 Projection
City of Newark	$150,574	$167,640
State of California	$89,455	$103,466
Nationally	$72,603	$82,410

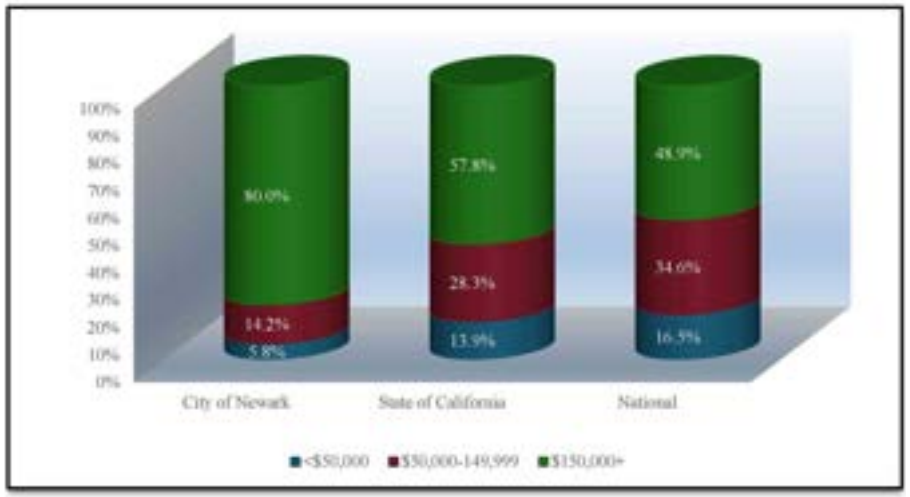
Chart C (1) – Median Household Income:



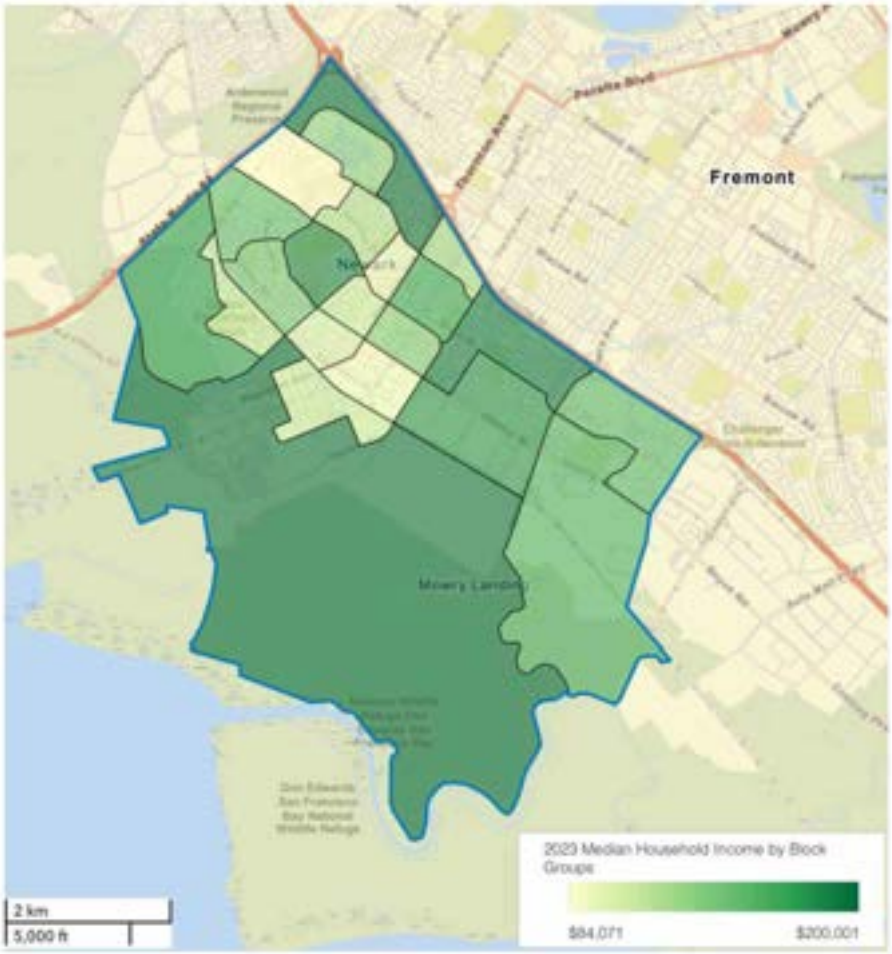
Based on 2023 projections for median household income the following narrative describes the service areas:

In the City of Newark, the percentage of households with a median income over $75,000 per year is 80.0% compared to 48.9% on a national level. Furthermore, the percentage of households in the service area with median income less than $50,000 per year is 5.8% compared to a level of 16.5% nationally.

Chart C (2) – Median Household Income Distribution



Map B – Median Household Income by Census Block Group



In addition to looking at the Median Age and Median Income, it is important to examine Household Budget Expenditures. Reviewing housing information; shelter, utilities, fuel, and public services along with entertainment & recreation can provide a snapshot into the cost of living and spending patterns in the services areas. The table below looks at that information and compares the service areas.

Table D – Household Budget Expenditures[2]:

City of Newark	SPI	Average Amount Spent	Percent
Housing	178	$54,547.64	34.9%
Shelter	*184*	*$45,539.95*	*29.1%*
Utilities, Fuel, Public Service	*155*	*$9,007.68*	*5.8%*
Entertainment & Recreation	167	$6,302.93	4.0%

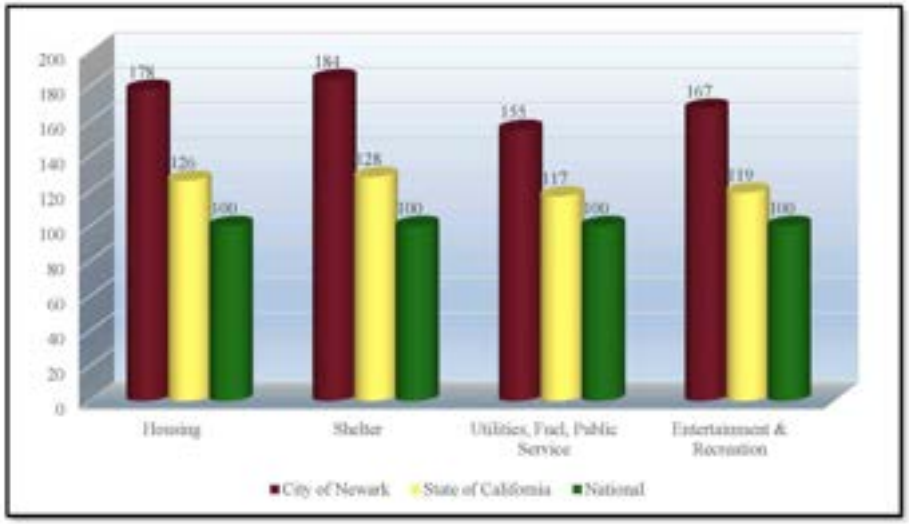
State of California	SPI	Average Amount Spent	Percent
Housing	126	$38,492.23	34.2%
Shelter	*128*	*$31,719.54*	*28.2%*
Utilities, Fuel, Public Service	*117*	*$6,772.70*	*6.0%*
Entertainment & Recreation	119	$4,509.62	4.0%

SPI: Spending Potential Index as compared to the National number of 100.
Average Amount Spent: The average amount spent per household.
Percent: Percent of the total 100% of household expenditures.

Note: *Shelter along with Utilities, Fuel, Public Service are a portion of the Housing percentage.*

[2] Consumer Spending data are derived from the 2018 and 2019 Consumer Expenditure Surveys, Bureau of Labor Statistics. ESRI forecasts for 2023 and 2028.

Chart D – Household Budget Expenditures Spending Potential Index:



The consistency between the median household income and the household budget expenditures is important. It also points to the fact that compared to a National level the dollars available, the money being spent in the Primary & Secondary Service Areas is greater than the State and National figures. This could point to the ability to pay for programs and services offered at a recreation facility of any variety.

The total number of housing units in the City of Newark is 102,783 and 95.0% are occupied, or 97,621 housing units. The total vacancy rate for the service area is 5.0%. As a comparison, the vacancy rate nationally was 11.6%.

Recreation Expenditures Spending Potential Index: Finally, through the demographic provider that B*K utilizes for the market analysis portion of the report, we can examine the overall propensity for households to spend dollars on recreation activities. The following comparisons are possible.

Table E – Recreation Expenditures Spending Potential Index[3]:

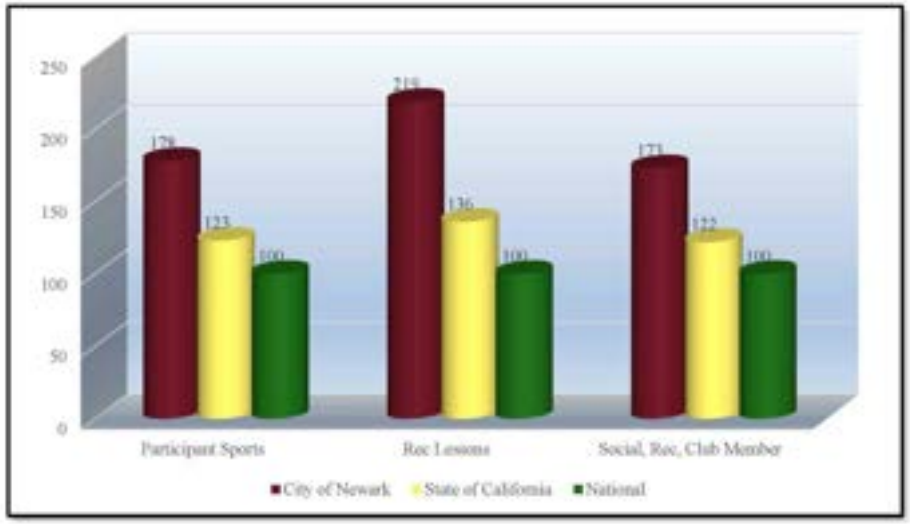
City of Newark	SPI	Average Spent
Fees for Participant Sports	178	$213.39
Fees for Recreational Lessons	219	$317.49
Social, Recreation, Club Membership	173	$481.48

State of California	SPI	Average Spent
Fees for Participant Sports	123	$146.85
Fees for Recreational Lessons	136	$197.29
Social, Recreation, Club Membership	122	$377.92

Average Amount Spent: The average amount spent for the service or item in a year.
SPI: Spending potential index as compared to the national number of 100.

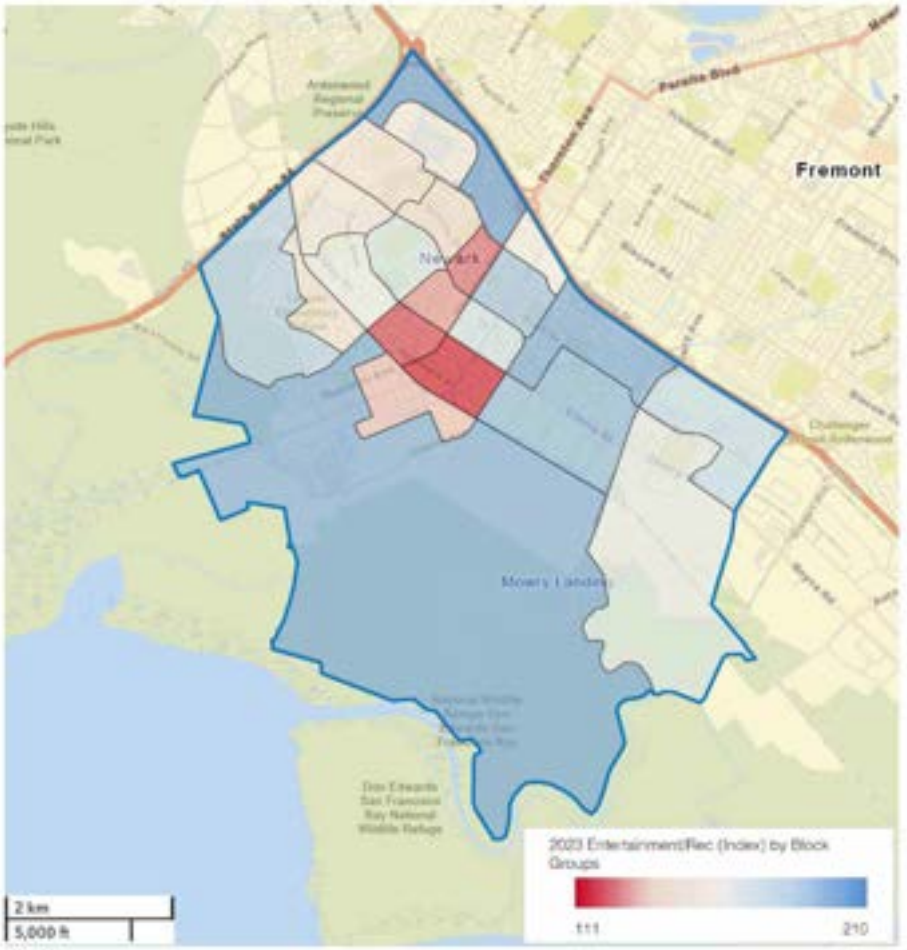
[3] Consumer Spending data are derived from the 2018 and 2019 Consumer Expenditure Surveys, Bureau of Labor Statistics.

Chart E – Recreation Spending Potential Index:



Again, there is a great deal of consistency between median household income, household budget expenditures and now recreation and spending potential.

Map C – Entertainment & Recreation Spending by Census Block Group



Map D – City of Newark



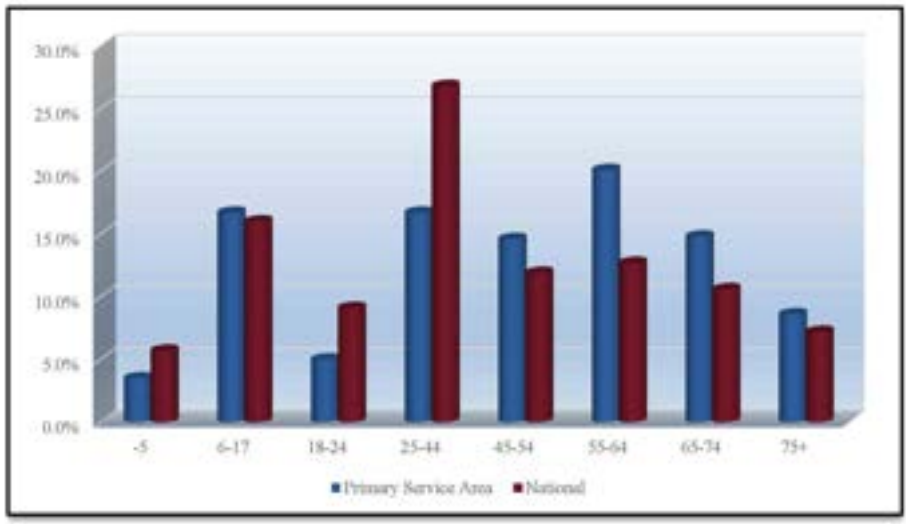
Population Distribution by Age: Utilizing census information for the Primary Service Area, the following comparisons are possible.

Table F – 2023 Primary Service Area Age Distribution
(ESRI estimates)

Ages	Population	% Total	Nat. Population	Difference
0-5	2,982	6.1%	5.7%	+0.4%
5-17	8,409	17.2%	16.0%	+1.2%
18-24	3,916	8.0%	9.1%	-1.1%
25-44	13,895	28.4%	26.8%	+1.6%
45-54	6,148	12.6%	11.9%	+0.7%
55-64	5,917	12.1%	12.7%	-0.6%
65-74	4,444	9.1%	10.6%	-1.5%
75+	3,144	6.4%	7.2%	-0.8%

Population: 2023 census estimates in the different age groups in the Primary Service Area.
% Total: Percentage of the Primary Service Area population in the age group.
National Population: Percentage of the national population in the age group.
Difference: Percentage difference between the Primary Service Area population and the national population.

Chart F – 2023 Primary Service Area Age Group Distribution



The demographic makeup of the Primary Service Area, when compared to the characteristics of the national population, indicates that there are some differences with a larger population in the 0

-5, 5-17, 25-44 and 45-54 age groups. A smaller population in the age groups of under 18-24, 55-64, 65-74 and 75+. The greatest positive variance is in the 25-44 age group with +1.6%, while the greatest negative variance is in the 65-74 age group with -1.5%.

Population Distribution Comparison by Age: Utilizing census information from the Primary Service Area, the following comparisons are possible.

Table G – 2023 Primary Service Area Population Estimates
(U.S. Census Information and ESRI)

Ages	2020 Census	2023 Projection	2028 Projection	Percent Change	Percent Change Nat'l
-5	3,506	2,982	2,977	-15.1%	-8.3%
5-17	8,550	8,409	7,810	-8.7%	-8.5%
18-24	4,268	3,916	3,893	-8.8%	-8.9%
25-44	14,177	13,895	13,625	-3.9%	+3.3%
45-54	7,006	6,148	6,277	-10.4%	-17.8%
55-64	4,972	5,917	5,536	+11.3%	+2.5%
65-74	2,994	4,444	4,675	+56.1%	+58.2%
75+	2,054	3,144	3,686	+79.5%	+46.3%

Chart G – Primary Service Area Population Growth

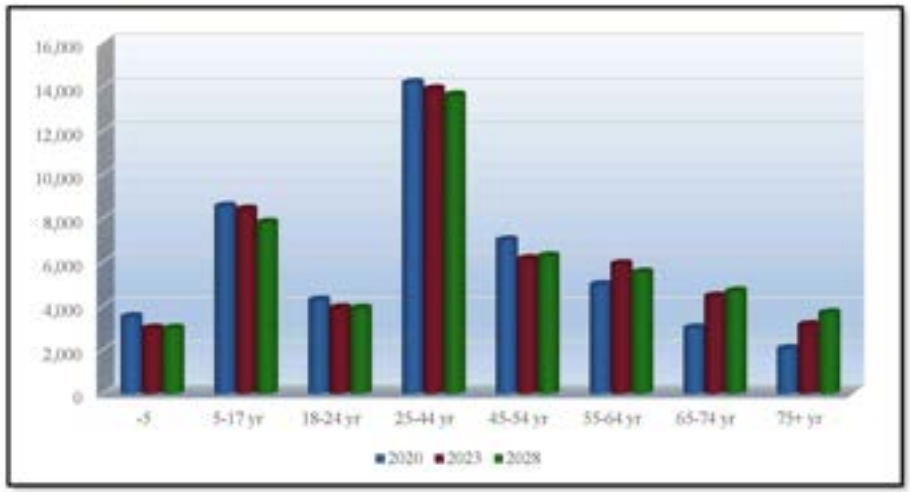


Table-G illustrates the growth or decline in age group numbers from the 2020 census until the year 2028. It is projected that the age categories of 55-64, 65-74, and 75+ will see a decrease in population. The population of the United States is aging, and it is not unusual to find negative growth numbers in the younger age groups and significant net gains in the 45 plus age groupings in communities which are relatively stable in their population numbers.

Labor Profile: ESRI provides data and information related to a person's employment status, age groups, and specific industry and occupation.

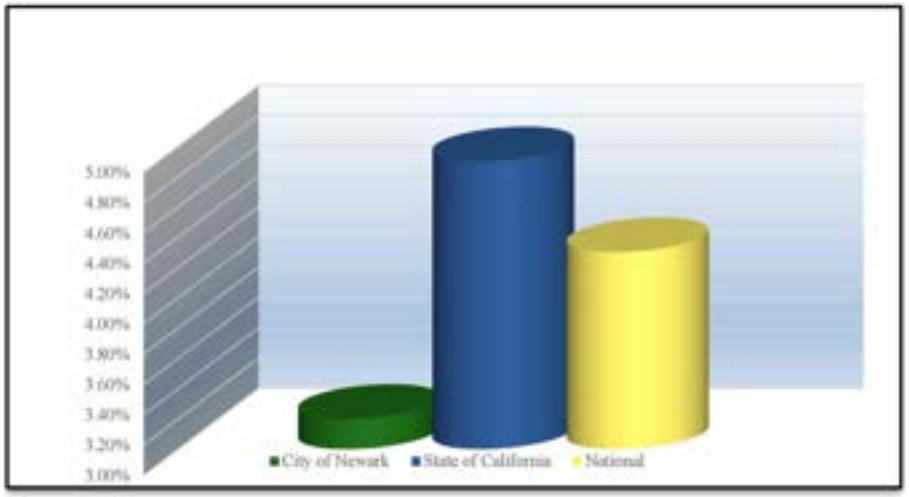
An area's labor force is comprised of two components, the employed and unemployed. Employed is defined as working as a paid employee, working in their own business or farm, or those that did not work because of a temporary absence (illness, bad weather, etc.). Unemployed are those not at work, actively looking for work, and available to start a job.

Table H – City of Newark Labor Force
(Source – U.S. Census Bureau and ESRI)

Overall, the City of Newark has a population 16 years and older of 38,736. Of this population, 71.4% participate in the labor force and 26,753 are employed. The unemployment rate[4] is 3.2% or 893.

Age Group	Population	Employed	Unemployed	Unemployment %	Labor Force Participation%
16-24	5,118	3,191	140	4.2%	61.5%
25-54	20,043	17,659	553	3.0%	88.1%
55-64	5,917	4,357	185	4.1%	73.6%
65+	7,588	1,546	15	1.0%	20.4%

Chart I – Unemployment



[4] As determined by a point-in-time estimate as of July 1, 2023.

Table I – City of Newark Industry

The labor force can be viewed by 20 industry sectors based on the North American Industry Classification System (NAICS).

Industry	Employed	% of Newark	% of CA	% of US
Agriculture	21	0.1%	1.8%	1.1%
Mining	50	0.2%	0.1%	0.4%
Construction	1,853	6.9%	6.9%	7.0%
Manufacturing	4,323	16.2%	9.0%	10.0%
Wholesale Trade	679	2.5%	2.1%	1.9%
Retail Trade	2,381	8.9%	9.5%	10.4%
Transportation	1,238	4.6%	5.9%	5.5%
Utilities	181	0.7%	0.8%	0.8%
Information	942	3.5%	3.1%	1.9%
Finance	954	3.6%	3.8%	5.0%
Real Estate	317	1.2%	1.9%	1.8%
Science & Tech	3,905	14.6%	10.0%	8.6%
Management	17	0.1%	0.1%	0.1%
Admin & Support	1,345	5.0%	4.8%	4.4%
Education	1,639	6.1%	8.5%	9.2%
Health Care	3,746	14.0%	12.9%	13.6%
Arts & Entertain	341	1.3%	2.5%	2.2%
Lodging & Food	1,318	4.9%	6.8%	6.7%
Other	769	2.9%	4.6%	4.7%
Public Admin	734	2.7%	4.8%	4.8%

The sectors with the highest rate of employment in the City of Newark are:

- Manufacturing – 16.2%
- Science & Tech – 14.6%
- Health Care – 14.0%

Table J – City of Newark Education Attainment
(Source – U.S. Census Bureau and ESRI)

Below is the educational attainment of the population aged 25 and above.

	City of Newark	California	USA
Less than 9th Grade	3%	8.0%	4.0%
9-12th Grade (no diploma)	5%	6.0%	6.0%
High School Diploma	23%	19.0%	23.0%
GED/Alternative	2%	3.0%	4.0%
Some College (no degree)	16%	18.0%	18.0%
Associate's Degree	7%	9.0%	10.0%
Bachelor's Degree	25%	24.0%	22.0%
Graduate/Professional	20%	14.0%	14.0%

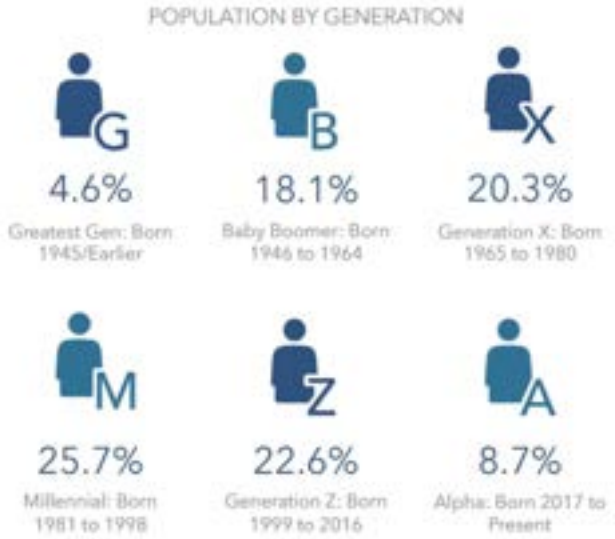
In the City of Newark, 23% have a high school diploma and 25% have a bachelor's degree.

Sex: Below is listed the distribution of the population by sex for the City of Newark for 2023 population projections. These numbers were developed from 2020 Census Data.

Table K – City of Newark Population by Sex 2023
(Source – U.S. Census Bureau and ESRI)

Sex	Total Population	% of Population
Male Population	24,457	50.04%
Female Population	24,398	49.96%

Infographic – City of Newark Population By Generation
(Source – U.S. Census Bureau and ESRI)



Property Values: Below is listed the owner-occupied housing unit by value for the City of Newark for 2023 population projections. These numbers were developed from 2020 Census Data.

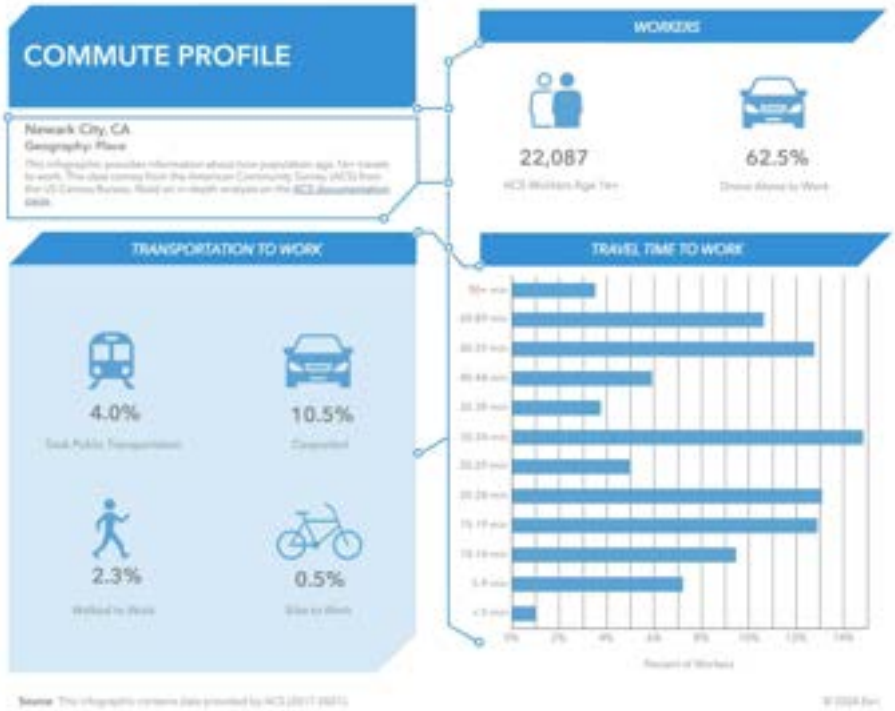
Table L – City of Newark Household Income Value
(Source – U.S. Census Bureau and ESRI)

Owner Occupied Housing Unit By Value	Number	Percentage
<$50,000	218	2.0%
$50,000-$99,999	12	0.1%
$100,000-$149,999	69	0.6%
$150,000-$199,999	9	0.1%
$200,000-$249,999	3	0.0%
$250,000-$299,999	19	0.2%
$300,000-$399,999	28	0.3%
$400,000-$499,999	111	1.0%
$500,000-$749,999	1,134	10.1%
$750,000-$999,999	3,828	34.3%
$1,000,000-$1,499,999	4,410	39.5%
$1,500,000-$1,999,999	800	7.2%
$2,000,000+	535	4.8%
	2023	2028
Median Value	$1,017,800	$1,088,522
Average Value	$1,096,698	$1,165,014

Infographic - City of Newark Household Income Value
(Source – U.S. Census Bureau and ESRI)



Chart L - City of Newark Park Commute to Work Profile
(Source – U.S. Census Bureau, American Community Survey and ESRI)



Below is listed the distribution of the population by race and ethnicity for the Primary Service Area for 2023 population projections. Those numbers were developed from 2020 Census Data.

Table M – Primary Service Area Ethnic Population and Median Age 2023
(Source – U.S. Census Bureau and ESRI)

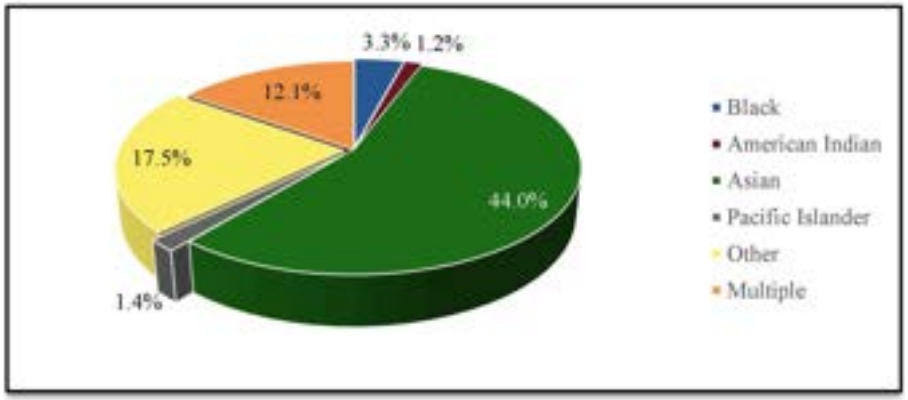
Ethnicity	Total Population	Median Age	% Population	% CA Population
Hispanic	14,712	29.6	30.1%	40.6%

Table N – Primary Service Area by Race and Median Age 2023
(Source – U.S. Census Bureau and ESRI)

Race	Total Population	Median Age	% Population	% CA Population
White	10,065	47.0	20.6%	39.6%
Black	1,625	35.9	3.3%	5.7%
American Indian	569	45.4	1.2%	1.6%
Asian	21,470	41.8	44.0%	16.0%
Pacific Islander	690	39.0	1.4%	0.4%
Other	8,542	29.4	17.5%	21.8%
Multiple	5,894	24.6	12.1%	14.9%

2023 Primary Service Area Total Population: 48,855 Residents

Chart N – 2023 Primary Service Area Population by Non-White Race



Note: The National Sporting Goods Association tracks participation based on race and ethnicity.

Tapestry Segmentation

Tapestry segmentation represents the 4th generation of market segmentation systems that began 30 years ago. The 65-segment Tapestry Segmentation system classifies U.S. neighborhoods based on their socioeconomic and demographic compositions. While the demographic landscape of the U.S. has changed significantly since the 2000 Census, the tapestry segmentation has remained stable as neighborhoods have evolved.

There is value including this information for Newark. The data assists the organization in understanding the consumers/constituents in their service area and supply them with the right products and services.

The Tapestry segmentation system classifies U.S. neighborhoods into 65 unique market segments. Neighborhoods are sorted by more than 60 attributes including income, employment, home value, housing types, education, household composition, age, and other key determinates of consumer behavior.

The following chart highlights the top 5 Tapestry segments which account for 100% of the total population.

Table O – Primary Service Area Tapestry Segment Comparison
(ESRI estimates)

	Primary Service Area		*Demographics*	
	Percent	Cumulative Percent	Median Age	Median HH Income
Pacific Heights (2C)	30.1%	30.1%	42.7	$93,300
Urban Villages (7B)	17.7%	47.8%	34.0	$62,300
Enterprising Professionals (2D)	16.1%	63.9%	35.3	$86,600
Pleasantville (2B)	16.0%	79.9%	42.6	$92,900
City Lights (8A)	8.5%	88.4%	39.3	$69,200

Pacific Heights (2C) – With a high percentage of Asians and multiracial populations, this family market enjoys the latest trends from food to clothing although conservative. They keep up with technology. They visit theme parks. Residents are health conscious, take vitamins and exercise regularly at a health club. Favorite sport to watch is baseball.

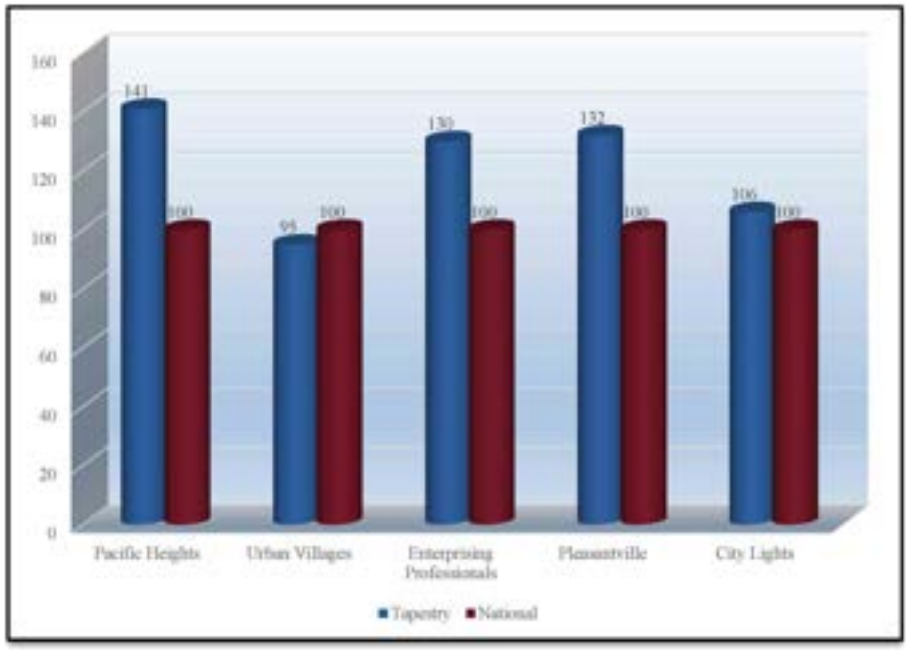
Urban Villages (7B) – Multicultural, multigenerational households. They are conscious of fashion and trends. Leisure time is a family affair. Comfortable with technology and leisure activities include water parks and sports such as soccer and basketball. Open to trying new things.

Enterprising Professionals (2D) – Well educated residents in STEM occupations. Relatively youn market that stays youthful by eating healthy, running and yoga. Buy name brands and technology Work long hours but likes to be active. Enjoy trips to the beach and museums.

Pleasantville (2B) – Transitioning into empty nests, residents spend their spare time with sports and home improvement. Willing to spend money on quality and brands. There is a significant Hispanic (16.4%) population in this segment. This demographic enjoys the outdoors and frequents museums.

City Lights (8A) – A wide range of households, single, married with/without children, homeowners and renters. Support an urban lifestyle, but save for the future. Ethnically diverse. Attuned to nature and the environment. These are health-conscious consumers that are traditional in many ways.

Chart O – Primary Service Area Tapestry Segment Entertainment Spending:



Market Potential Index for Adult Participation: B*K can access information about Sports & Leisure Market Potential. The following information illustrates participation rates for adults in a variety of activities.

Table P – Market Potential Index (MPI) for Sport Part. in Activities in Newark

Adults participated in:	Expected Number of Adults	Percent of Population	MPI
Aerobic Exercise	3,662	9.8%	117
Baseball	877	2.3%	91
Basketball	2,352	6.3%	110
Bicycle Riding (mountain)	1,564	4.2%	116
Bicycle Riding (road)	4,934	13.2%	109
Canoe/Kayak	1,907	5.1%	68
Fishing (fresh water)	1,905	5.1%	48
Fishing (salt water)	1,305	3.5%	101
Frisbee	657	1.8%	74
Hiking	1,210	3.2%	94
Jogging/Running	8,103	21.6%	114
Pilates	5,028	13.4%	119
Ping Pong	1,307	3.5%	124
Soccer	1,237	3.3%	96
Softball	1,542	4.1%	131
Swimming	674	1.8%	110
Tennis	4,640	12.4%	82
Volleyball	1,631	4.4%	114
Walking for Exercise	912	2.4%	104
Weightlifting	13,046	34.8%	103
Yoga	6,010	16.0%	114
Zumba	4,788	12.8%	117

Expected # of Adults: Number of adults, 18 years of age and older, participating in the activity in the Service Area.
Percent of Population: Percent of the service area that participates in the activity.
MPI: Market potential index as compared to the national number of 100.

This table indicates that the overall propensity for adults to participate in activities is greater than the national number of 100 in 15 of 22 listed activities. This points to an active community that would take advantage of both indoor and outdoor recreation pursuits offered by the City and the surrounding communities.

Section II – City of Newark Facilities

The following is an inventory of the parks that are operated and maintained by the City of Newark.

- Mel Nunes Sportsfield Park & Skate Park
  - The field portion of the park includes two synthetic turf regulation size soccer fields, that can also be used as four U12 soccer fields.
  - There is a large grass area that can accommodate a variety of soccer configurations.
  - There is one fenced softball field with a 300 ft fence.
  - The skate park is 12,000 square feet and a poured concrete surface.
  - Adjacent to this park is the Sillman Activity and Family Aquatic Center that is operated by the City.
- Neighborhood Parks
  - Byington Park
  - Civic Center Park
  - Mayhews Landing Park
  - Mirabeau Park
  - Musick Park
  - Susan Johnson Bridgepoint Park
- Birch Grove Park
  - Approximately 15 acres and includes play structures, a water element, fenced softball field, basketball court, tennis courts, and picnic areas. There are also restrooms and parking.
- Community Center Park
  - Approximately 16 acres and includes play structures, a combined basketball/handball court, tennis courts, and picnic facilities. There are also restrooms and parking.
  - This location also houses the NewBark Dog Park.
- Jerry Raber Ash Street Park
  - Approximately 6 acres and includes play structures, softball practice fields, a basketball court, volleyball court, and picnic facilities.
  - Also at this location is the Viloa Blythe Community Center, which is not operated by the City.
- Lakeshore Park
  - Approximately 10 acres of turf and 16 acres of water. There are not restroom facilities at this location and motorized boats are not allowed.

- MacGregor Playfields
  - Approximately 10 acres of soccer and youth baseball practice fields. The grass area can also accommodate other field sports.

- Shirley Sisk Grove
  - Approximately 2 acres and largely undeveloped.

- Eucalyptus Grove North
  - Approximately 3 acres and largely undeveloped.

Using statistics produced by the National Recreation & Park Association (NRPA) the population of the City of Newark, could support the following number of amenities.

Outdoor:

- 12.9 Playgrounds
- 5.6 Basketball Courts
- 2.1 Multi-Use Courts
- 6.8 Youth Diamonds
- 2.9 Adult Softball Diamonds
- 3.8 Youth Softball Diamonds
- 6.8 Youth Soccer Fields
- 3.7 Multi-Purpose Fields
- 2.8 Adult Soccer Fields
- 1.7 Football Fields
- 0.8 Cricket Fields
- 1.0 Lacrosse Fields
- 1.1 Field Hockey Fields
- 1.4 Synthetic Fields
- 0.9 Dog Parks
- 8.8 Tennis Courts
- 4.4 Pickleball Courts
- 3.0 Multi-Use Courts
- 0.9 Community Gardens
- 1.1 Swimming Pools
- 0.8 Skate Parks

Indoor:

- 1.3 Recreation Centers
- 0.9 Community Centers
- 0.7 Senior Centers
- 0.7 Nature Centers
- 0.8 Aquatic Centers
- 0.8 Teen Centers

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Newark Citywide Parks Master Plan Update

COMMUNITY WORKSHOPS, NOTES, & SUMMARY

rhaa Landscape Architecture & Planning

NEWARK california


iROCKS

Community Workshop #1 Summary

Exercise 1: Community members identified the park they frequent the most.

Which Park do you Frequent Most?		
Newark Community	57	36%
Lakeshore	29	18%
Birch	19	12%
Mayhews	13	8%
Civic	10	6%
Mirabeau	7	4%
Musick	5	3%
Sportsfield	5	3%
Bridgepointe	4	3%
Shirley	4	3%
Jerry	3	2%
Macgregor	2	1%
Byington	1	1%
Sanctuary	1	1%
Total Responses	160	



Exercise 2: Community members prioritized their top three preferred recreational amenities.

What is your Preferred Recreation Amenity?		
Trails and Pathways	42	11%
Swimming Pools	30	8%
Pump Track	29	8%
Splashpad	25	7%
Interactive Play	23	6%
Community Gardens	22	6%
Golf Course	21	6%
Outdoor Amphitheater	20	5%
Outdoor Fitness	19	5%
Playgrounds	18	5%
Off-lease Dog Park	15	4%
Picnic Area	14	4%
Bocceball	13	4%
Sand Volleyball	12	3%
Pickleball	12	3%
Synthetic Sports Field	9	2%
Soccer	9	2%
All Abilities Playground	9	2%
Baseball	6	2%
Skate Park	6	2%
Disc Golf	6	2%
Softball	4	1%
Cricket	2	1%
Roller Hockey	1	0%
Rugby	0	0%
Futsal	0	0%
Lacrosse	0	0%
Total Reponses	367	



rhaa

NEWARK

Exercise 3: Community members shared their thoughts and concerns.

- Tennis courts, BMX track, and Badminton could be preferred recreation amenity options
- Concerns of Newark City Parks being overused.
    - Consider more attention towards park services.
- Suggest more ADA benches
- Suggest remodeling Bridgepoint Park
- Consider updating restrooms at Birch Grove
- Propose an all-inclusive playground designed for children of all abilities, including those with special needs.
- Recommend better lighting at Lakeside Park

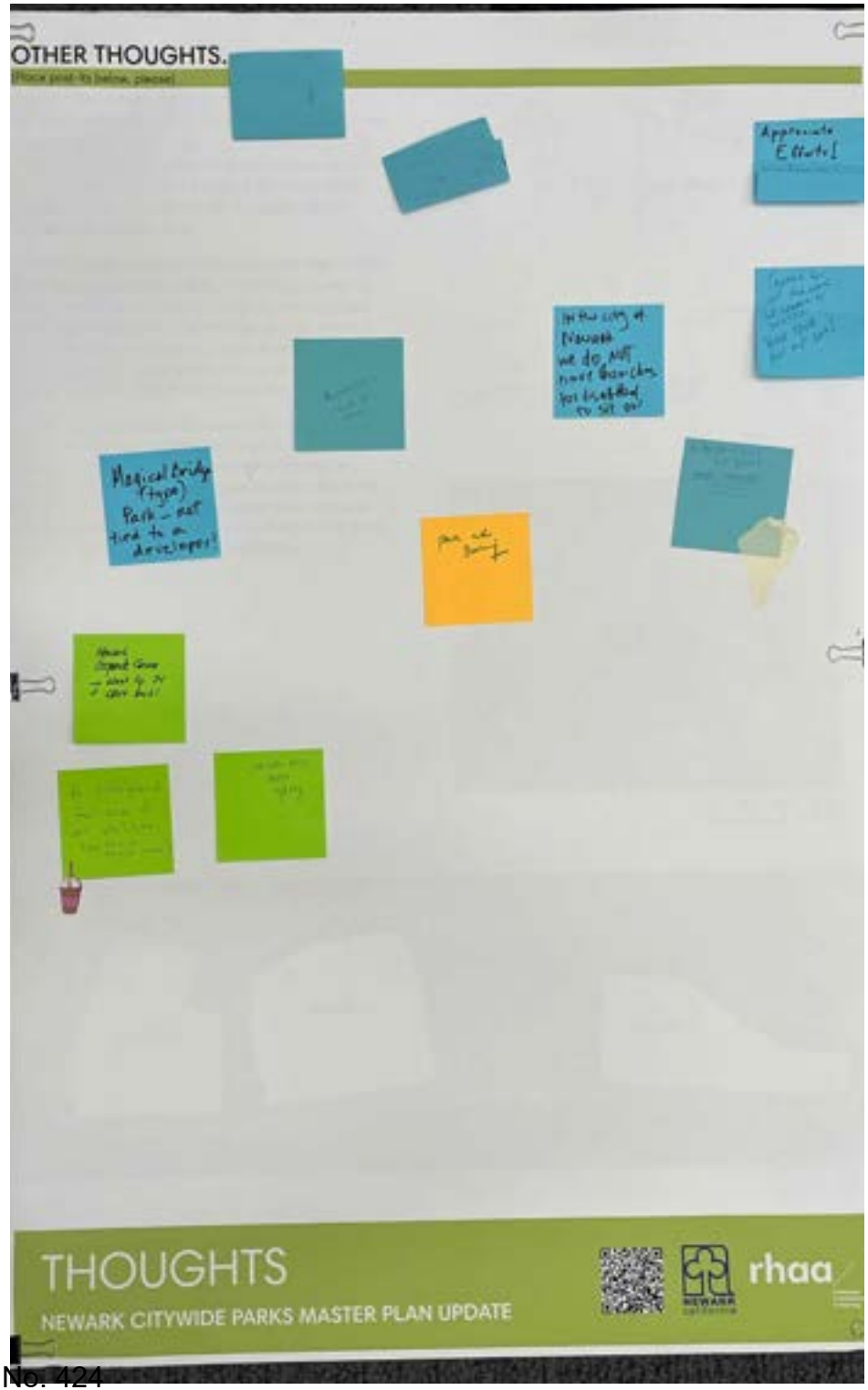


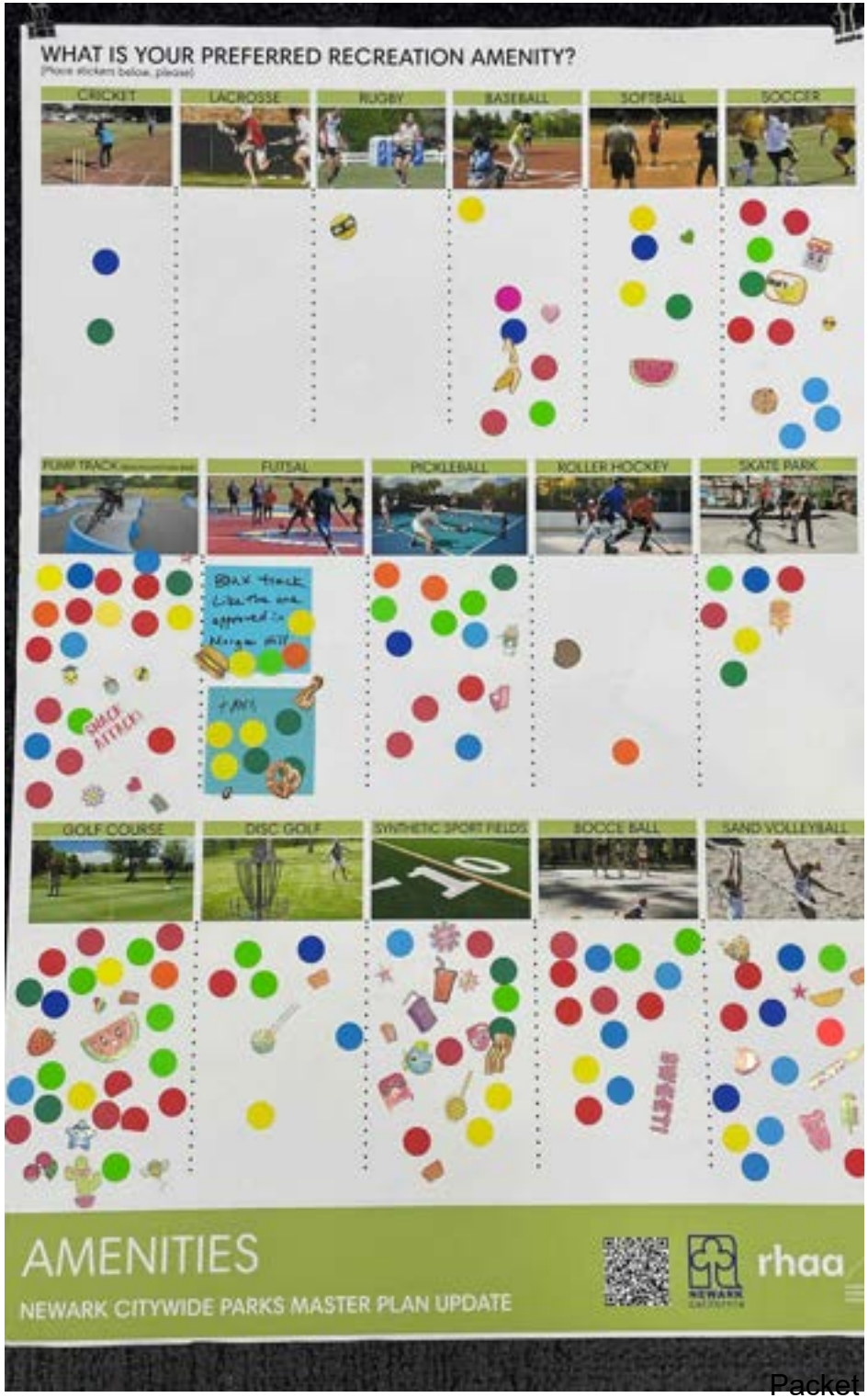


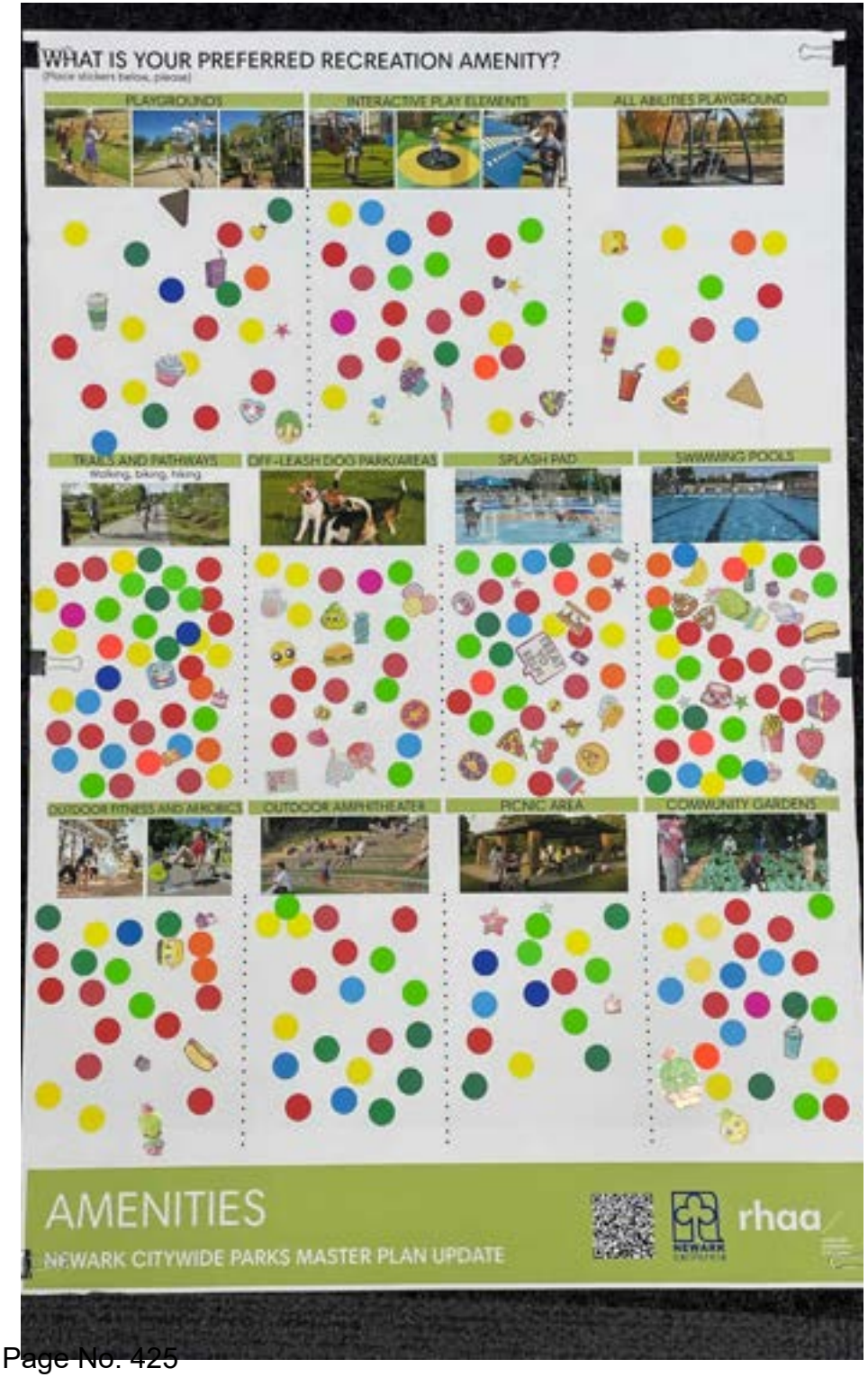
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NEWARK


WHICH PARK DO YOU FREQUENT MOST?
[Place stickers below, please]
BYINGTON PARK
CIVIC CENTER PARK
JERRY KABER ASH ST PARK
LAKESHORE PARK
MAYHEWS LANDING PARK
MIRABEAU PARK
MUSICK PARK
BIRCH GROVE PARK
NEWARK COMMUNITY PARK
SPORTSFIELD PARK
SHIRLEY SISK GROVE
SANCTUARY PARK
yum!
PARKS
NEWARK CITYWIDE PARKS MASTER PLAN UPDATE
rhaa


OTHER THOUGHTS.
[Place post-its below, please]
Appreciate Efforts!
Magical bridge (type) Park - not tied to a developer!
THOUGHTS
NEWARK CITYWIDE PARKS MASTER PLAN UPDATE
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WHAT IS YOUR PREFERRED RECREATION AMENITY?
(Place stickers below, please)
CRICKET
LACROSSE
RUGBY
BASEBALL
SOFTBALL
SOCCER
FUTSAL
PICKLEBALL
ROLLER HOCKEY
SKATE PARK
GOLF COURSE
DISC GOLF
SYNTHETIC SPORT FIELDS
BOCCE BALL
SAND VOLLEYBALL
AMENITIES
NEWARK CITYWIDE PARKS MASTER PLAN UPDATE
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WHAT IS YOUR PREFERRED RECREATION AMENITY?
(Place stickers below, please)
PLAYGROUNDS
INTERACTIVE PLAY ELEMENTS
ALL ABILITIES PLAYGROUND
TRAILS AND PATHWAYS
walking, biking, hiking
OFF-LEASH DOG PARK/AREAS
SPLASH PAD
SWIMMING POOLS
OUTDOOR FITNESS AND AEROBICS
OUTDOOR AMPHITHEATER
PICNIC AREA
COMMUNITY GARDENS
AMENITIES
NEWARK CITYWIDE PARKS MASTER PLAN UPDATE
rhaa

Newark Day Event

What is your preferred recreation amenity?	Adult
Trails and Pathways	42
Swimming Pool	30
Pump Track	30
Splash Pad	25
Interactive Play Elements	23
Community Garden	22
Golf Course	21
Outdoor Amphitheater	20
Outdoor Fitness and Aerobics	19
Playgrounds	18
Off-Leash Dog Parks/Areas	15
Picnic Area	14
Bocce Ball	13
Pickleball	12
Sand Volleyball	12
Soccer	9
Synthetic Sports Field	9
All Abilities Playground	9
Baseball	6
Skate Park	6
Disc Golf	6
Softball	4
Cricket	2
Roller Hockey	1
Lacrosse	0
Rugby	0
Futsal	0
Total	368

What is your preferred recreation amenity?	Child
Swimming Pool	17
Splash Pad	15
Pump Track	12
Synthetic Sports Field	12
Off-Leash Dog Parks/Areas	12
Interactive Play Elements	9
Golf Course	8
Sand Volleyball	8
Playgrounds	8
All Abilities Playground	5
Outdoor Fitness and Aerobics	5
Soccer	4
Disc Golf	3
Trails and Pathways	3
Picnic Area	3
Community Garden	3
Baseball	2
Softball	2
Pickleball	2
Rugby	1
Roller Hockey	1
Skate Park	1
Bocce Ball	1
Cricket	0
Lacrosse	0
Futsal	0
Outdoor Amphitheater	0
Total	137

Newark Day Event

Which Park do you frequent most?	Adult
Newark Community Park	57
Lakeshore Park	28
Birch Grove Park	19
Mayhews Landing Park	13
Civic Center Park	10
Mirabeau Park	7
Musick Park	5
Sportsfield Park	5
Susan Johnson Bridgepointe Park	4
Shirley Sisk Grove	4
Jerry Raber Ash St Park	3
MacGregor Play Fields	2
Byington Park	1
Sanctuary Park	1
Total	159

Which Park do you frequent most?	Child
Newark Community Park	11
Mayhews Landing Park	3
Birch Grove Park	3
Mirabeau Park	2
Susan Johnson Bridgepointe Park	2
Civic Center Park	1
Lakeshore Park	1
MacGregor Play Fields	1
Sanctuary Park	1
Byington Park	0
Jerry Raber Ash St Park	0
Musick Park	0
Sportsfield Park	0
Shirley Sisk Grove	0
Total	25

Other thoughts...
Tennis
Newark city parks are being over used! More attention to park services.
Badminton would be nice.
In the city of Newark we do not have benches for disabled to sit on.
Bridgepoint park on spruce needs remodel.
Thanks for all the work with community services. BMX track for my vote.
Appreciate efforts! Birch grove as is with updated restrooms. Dirt space used with regrade to immediate neighborhood desires.
Newark corporate games. Want to see it come back.
Magical bridge type park - not tied to a developer.
A playground for kids of all abilities. Include those with special needs.
Lakeside park - better lighting.
BMX Track like one approved in Morgan Hill

Community Workshop #2 Summary

Exercise #1: The study teams identified sports and recreation facilities needed to better serve the current and future needs of the community. As a group, review the lists compiled by each team.

- Group 1
  - Cricket Pitch
  - Soccer
  - Amphitheater
  - BMX/Pump Track
  - Magical Bridge Playground
  - Swimming/Lap Pool/Recreational
  - Interactive Play Structures for Kids
- Group 2
  - Softball/Baseball
  - Flat Open Multi-purpose Field for Soccer and Other Sports
  - Swimming Pool/Aqua Area

Exercise #2: As a group, prioritize the group's top three projects/amenities, and then a second tier of the next three projects/amenities.

- Group 1

Project	Priority	
	First	Second
Interactive Park Features/Magical Bridge	1	
Greenspace to hold Cricket & Other Sports	2	
BMX Pump Track	3	
BBQ Areas w/ Shade Structures/Reservations All Amenities		1
Additional Pool/Water Feature Type Area (Splash Pad, etc.)		2
Bathrooms at Both New and Existing Parks		3

- Group 2

Project	Priority	
	First	Second
Bathrooms	1	
Drinking Fountains	2	
Upgrade/Update Playgrounds	3	
Splash Pads		1
Trees/Green Areas/Community Gardens		2
Lights		3

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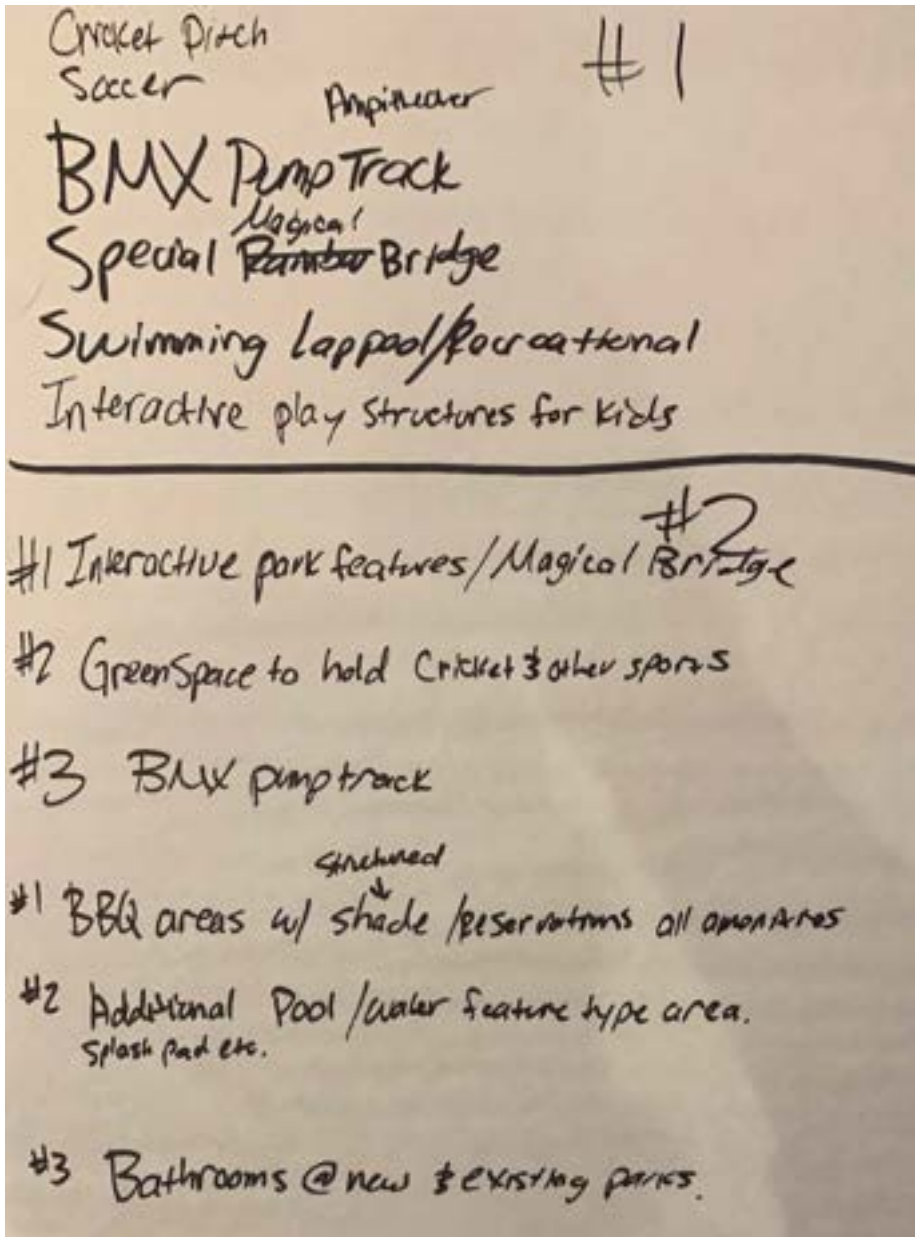


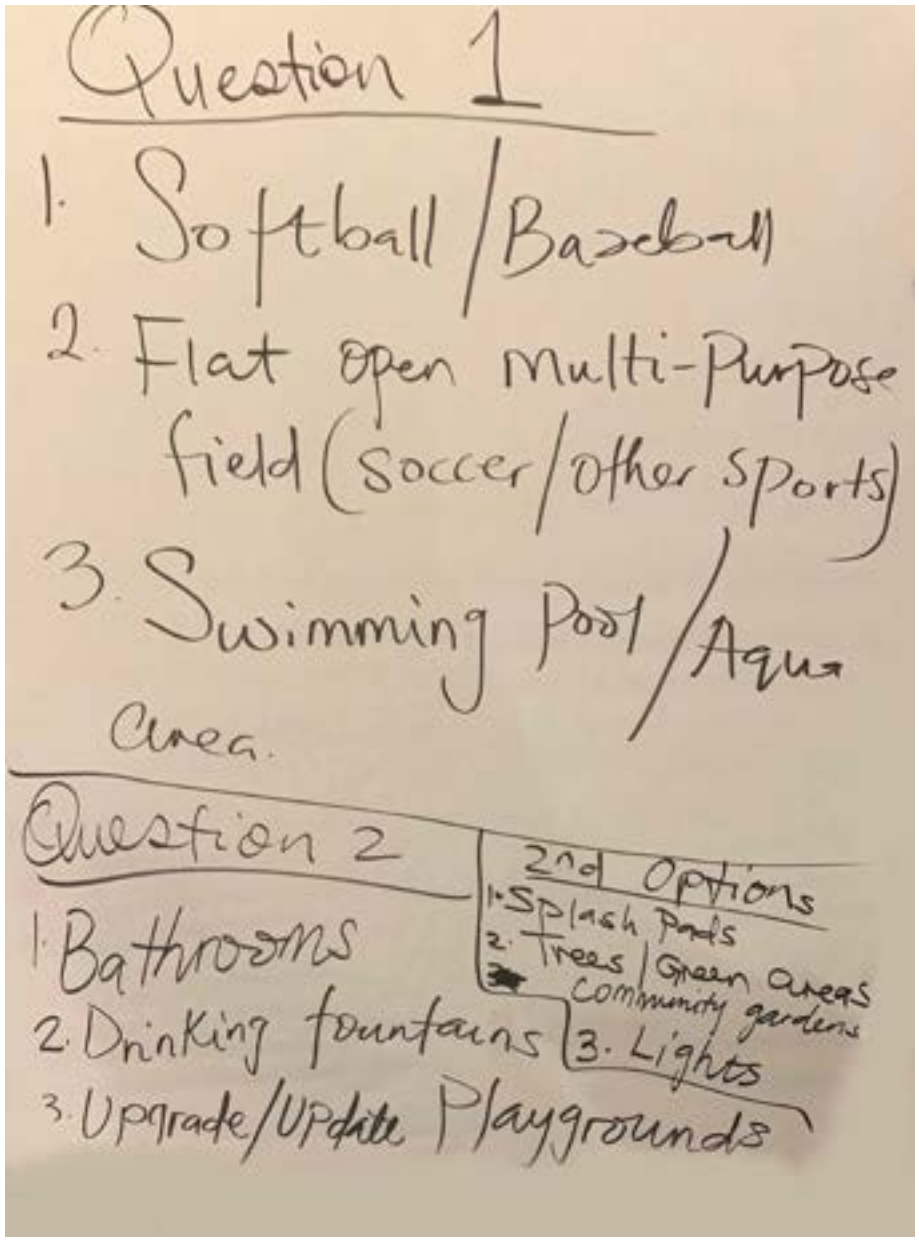
Additional Comments and Suggestions for Newark's Parks by Community

- Consider using alternative materials to mulch in playgrounds to reduce the risks of splinters and issues with animals.
    - Options such as rubber was opposed to due to its tendency to become hot and may emit unpleasant odors.
- Evaluate the need for additional restrooms, as the current number discourages children from fully enjoying the park
    - As neighborhoods grow, families find it increasingly challenging to access restrooms in their households.
- Suggest establishing dedicated areas for children's sports leagues, as the existing softball fields, for example, are mainly occupied by adult sports leagues.
- Consider other methods of sharing the survey, such as Nextdoor






Cricket Pitch
Soccer
#1
Amphitheater
BMX Pump Track
Special Magical Bridge
Swimming Lappool/Recreational
Interactive play structures for kids
#1 Interactive park features/Magical Bridge
#2 GreenSpace to hold Cricket & other sports
#3 BMX pump track
#1 BBQ areas w/ shade (reservations all amenities) stretched
#2 Additional Pool/water feature type area. Splash pad etc.
#3 Bathrooms @ new & existing parks.


Question 1
1. Softball/Baseball
2. Flat open multi-Purpose field (soccer/other sports)
3. Swimming Pool/Aqua Area.
Question 2
1. Bathrooms
2. Drinking fountains
3. Upgrade/Update Playgrounds
2nd Options
1. Splash Pads
2. Trees/Green areas community gardens
3. Lights

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Community Outreach Event #3 Summary

Additional Comments and Suggestions for Newark's Parks by Community

- Picnic Area at Birch Grove
  - Need for additional trash cans or more frequent waste collection
  - Excess trash has been a persistent problem
- Regular maintenance of sand boxes
- Consider Addressing Climate Change
  - Consider converting turf into habitat areas with trees and native plants to help reduce the current amount of turf
  - Remove permanent irrigation
  - Consider the addition of efficient lighting and trees
  - Consider minimizing herbicides and pesticides
- Recommend installing more dog bag dispensers and signage to encourage park cleanliness
- Provide signage that is accessible and inclusive, featuring multiple languages.

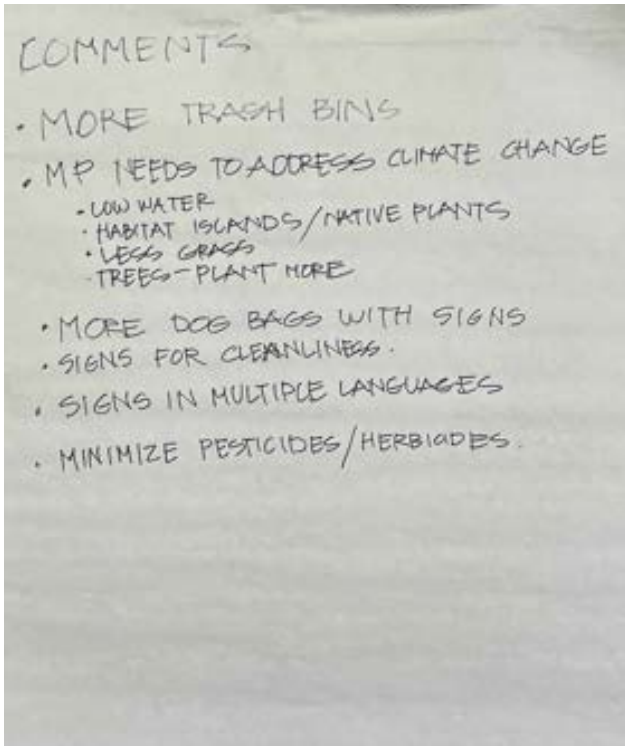
Exercise #1: Each participant will receive 10 "Newark Dollar Bills", each equaling $100. Spend your "Newark Dollars" as you wish and allocate funds towards these specific projects you would like to see in the City.

Project	Newark Dollars
Softball Field	$1,800
Restrooms – Update/Additional	$1,300
Play Structures – Update/Additional	$1,200
Trails – Hiking/Walking	$1,200
Additional Lighting	$1,100
Shade – Structures and Trees	$1,000
Splash Pad	$800
All Abilities Playground	$800
Bike Path and Racks	$700
Picnic Area	$600
Cricket Pitch	$500
ADA Compliant Paths/Surfacing	$500
Grounds and Fields – Update	$400
Early Education Playground	$400
Pickleball	$300
Pump Track	$200
Protective Screening	$200
Football Field	$100
Volleyball	$100
Batting Cages	$100

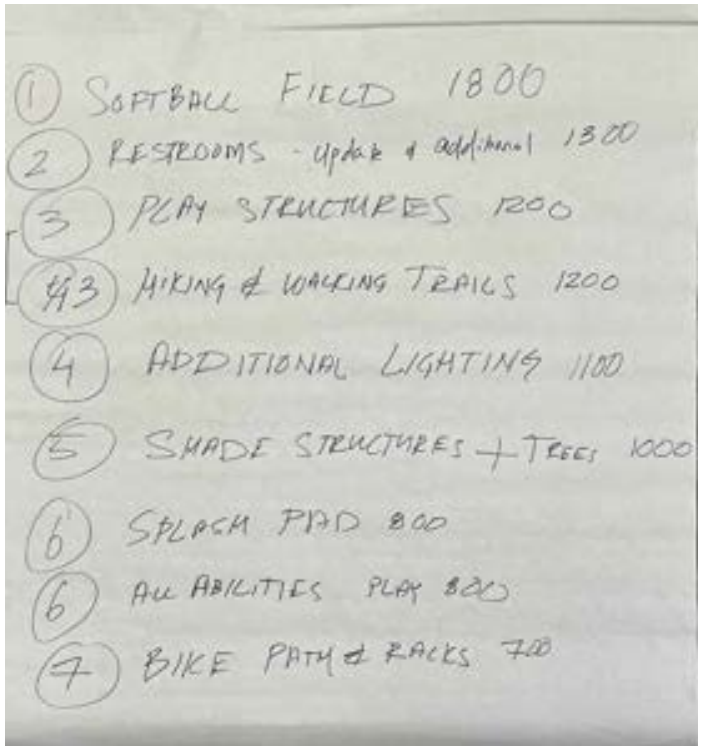
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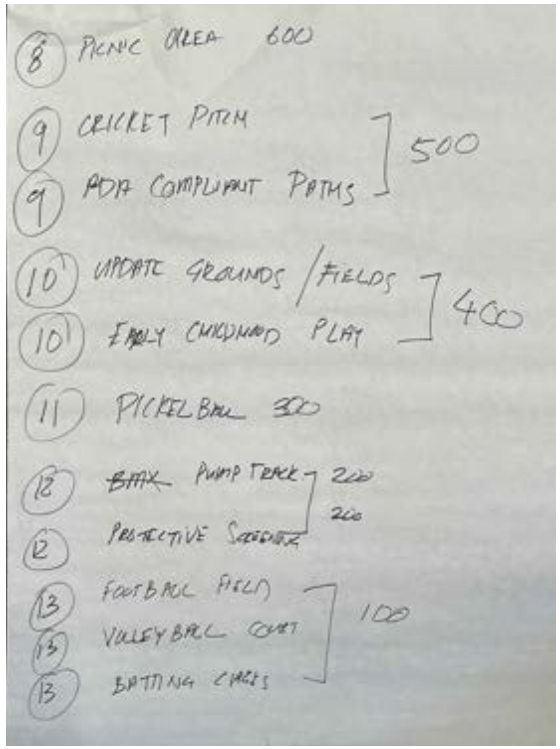





COMMENTS

- MORE TRASH BINS
- MP NEEDS TO ADDRESS CLIMATE CHANGE
  - LOW WATER
  - HABITAT ISLANDS/NATIVE PLANTS
  - LESS GRASS
  - TREES - PLANT MORE
- MORE DOG BAGS WITH SIGNS
- SIGNS FOR CLEANLINESS.
- SIGNS IN MULTIPLE LANGUAGES
- MINIMIZE PESTICIDES/HERBICIDES.


1. SOFTBALL FIELD 1800
2. RESTROOMS - Update + additional 1300
3. PLAY STRUCTURES 1200
4/3. HIKING & WALKING TRAILS 1200
4. ADDITIONAL LIGHTING 1100
5. SHADE STRUCTURES + TREES 1000
6. SPLASH PAD 800
6. ALL ABILITIES PLAY 800
7. BIKE PATH & RACKS 700


8. PICNIC AREA 600
9. CRICKET PITCH
9. ADA COMPLIANT PATHS
] 500
10. UPDATE GROUNDS / FIELDS
10. EARLY CHILDHOOD PLAY
] 400
11. PICKELBALL 300
12. ~~BMX~~ PUMP TRACK 200
12. PROTECTIVE SCREENS 200
13. FOOTBALL FIELD
13. VOLLEYBALL COURT
13. BATTING CAGES
] 100

Community Workshop Summary

To date, the Newark Citywide Parks Master Plan outreach process has held three community workshops to gather feedback from the Newark community on preferred recreation amenities and their prioritization within the City's existing park and recreation network.

Community Workshop 1

During the City's annual Newark Day event on September 17, 2023, the first community workshop for the Newark Citywide Parks Master Plan was conducted by the Consultant and City staff. The purpose of this workshop was to introduce community members to the goals and objectives of the Master Plan and serve as a platform to gather input on desired recreational amenities within the City of Newark. Participants were invited to share feedback on which parks they visit most frequently, their preferred recreational amenities, and any additional comments or concerns regarding the Newark Citywide Parks Master Plan. Both adults and children were invited to participate, with adults receiving circular sticky dots and children receiving fun and creative stickers. The distinction in sticker types reflected differences in priorities; adults generally approached park systems from a holistic perspective, focusing on maintenance and the availability of amenities for their families, while children were more interested in features specific to their use, such as playground equipment. The following is a summary of the input collected at the workshop.

To facilitate discussion, a board displaying the list of Newark's existing parks was presented to attendees, who were then asked to indicate which park they visit most often by placing a sticky dot on the board. The majority of participants noted that Newark Community Park was their most frequented park, followed by Lakeshore Park, with Birch Grove Park ranking third.

Following this, attendees were invited to prioritize their top three recreational amenities. For adults, the top three preferred recreational amenities were trails and pathways, a swimming pool, and a pump track. For children, the top three preferences were a swimming pool, a splash pad, and a pump track.

At the conclusion of the workshop, participants were invited to provide additional feedback or suggestions for the Master Plan. Commonly suggested amenities included the addition of tennis courts, a BMX track, and badminton facilities. Attendees also highlighted several improvements, such as installing more ADA-compliant benches, updating existing restrooms (particularly at Birch Grove Park), enhancing lighting at Lakeshore Park, and developing an all-inclusive playground for children of all abilities, including those with special needs. Additionally, participants emphasized the need to focus on park services due to the overuse of Newark City parks.

Community Workshop 2

The second community workshop for the Newark Citywide Parks Master Plan, facilitated by the Consultant and City staff, was held on January 9, 2024. This community workshop relayed information regarding the Consultant's gap analysis of the City's recreation resources and amenities. This gap analysis was generated from an assessment of the City's existing demographic trends, current trends in recreation management, a review of the City's recreation use and supply of recreation amenities, and the Community's input and expectations gathered from an online questionnaire and previous workshop.

Based on this assessment, the Consultant introduced a range of potential recreation projects that could result from the Newark Citywide Parks Master Plan. These included lighting in all parks, accessible play structures/updates to play structures, outdoor early childhood facilities, additional bathrooms and improved restroom maintenance, a softball field, a cricket pitch, and a pickleball court. Following this presentation, participants engaged in a series of exercises designed to help identify and prioritize recreation projects and amenities for Newark's Park and recreation system. The following is a summary of the input collected during the workshop.

To initiate the exercises, attendees were divided into two groups. In the first exercise, each group was tasked with identifying sports and recreation facilities needed to better serve the current and future needs of the community. As a response to this, the following list summarizes the recreation projects noted by workshop participants:

- Cricket Pitch
- Soccer
- Amphitheater
- BMX/Pump Track
- Magical Bridge Playground
- Swimming/Lap Pool/Recreational
- Interactive Play Structures for Kids
- Softball/Baseball
- Flat Open Multi-purpose Field for Soccer and Other Sports
- Swimming Pool/Aqua Area

In the next exercise, the two participant groups were asked to rank their top three recreation projects and amenities. The results of this exercise identified the following as top-priority projects that should be considered in the Newark Citywide Parks Master Plan:

- Interactive Park Features/Magical Bridge
- Greenspace to hold Cricket & Other Sports
- BMX Pump Track

- Bathrooms
- Drinking Fountains
- Upgrade/Update Playgrounds

Participants were then asked to rank their second-tier preferences of the top three identified recreation projects and amenities. The results of this portion revealed the following as an alternative list of top-priority projects that should be considered in the Newark Citywide Parks Master Plan:

- BBQ Areas w/ Shade Structures/Reservations All Amenities
- Additional Pool/Water Feature Type Area (Splash Pad, etc.)
- Bathrooms at Both New and Existing Parks
- Splash Pads
- Trees/Green Areas/Community Gardens
- Lights

The tables below provide detailed rankings of each group's first priority and second priority projects.

- Group 1

Project	Priority	
	First	Second
Interactive Park Features/Magical Bridge	1	
Greenspace to hold Cricket & Other Sports	2	
BMX Pump Track	3	
BBQ Areas w/ Shade Structures/Reservations All Amenities		1
Additional Pool/Water Feature Type Area (Splash Pad, etc.)		2
Bathrooms at Both New and Existing Parks		3

- Group 2

Project	Priority	
	First	Second
Bathrooms	1	
Drinking Fountains	2	
Upgrade/Update Playgrounds	3	
Splash Pads		1
Trees/Green Areas/Community Gardens		2
Lights		3

Concluding the second community workshop, participants were encouraged to share additional comments and suggestions regarding the Newark Citywide Parks Master Plan. Several recurring themes emerged from these discussions. One significant suggestion was to explore alternative materials for playground surfaces, as mulch was noted for causing splinters and attracting animals. While rubber surfaces were considered, they were met with resistance due to concerns about heat retention and unpleasant odors.

Another prominent theme was the need for additional restrooms, as the current lack of facilities was seen as a barrier to children fully enjoying the parks. This issue was particularly pressing given the growing size of neighborhoods, making it difficult for families to return home for restroom access. Additionally, participants emphasized the need for dedicated spaces for children's sports leagues, as existing fields, such as the softball fields, are largely used by adult leagues. Finally, workshop attendees suggested expanding outreach efforts by utilizing platforms like Nextdoor to distribute surveys more effectively to the community.

Community Workshop 3

The third community workshop for the Newark Citywide Parks Master Plan, led by the Consultant and City staff, took place on February 27, 2024. The workshop provided an overview of the Consultant's gap analysis, which assessed the City's recreation resources and amenities. This analysis was informed by a community survey, stakeholder meetings, and input gathered at previous community events. It also identified emerging trends and community values, while highlighting ongoing City parks projects that have already been funded.

The Consultant's presentation outlined several potential project recommendations based on the gap analysis. Key findings revealed that Newark places a strong emphasis on safety and security, prioritizing projects like improved park lighting, protective screening, and ADA-compliant paths and surfacing. Additionally, the community values enhanced restroom facilities, play structures, park fields, and grounds maintenance. Newark also highlighted the importance of inclusive and diverse play opportunities, expressing interest in all-abilities playgrounds, splash pads, and early childhood play areas. There was a clear focus on outdoor recreation, with priorities including batting cages, a softball field, and a cricket pitch. Furthermore, the community emphasized the importance of fostering connections to parks through the addition of shade structures, trees, picnic areas, trails, bike paths, and racks.

Following the presentation, attendees participated in a series of interactive exercises to further refine the list of recreation projects and amenities for the City's park and recreation system. Below is a summary of the input collected during the third workshop.

To initiate the discussion, participants took part in an activity to individually prioritize recreation projects. Each attendee was given $500 in "Newark Dollar Bills" and asked to allocate their funds toward the specific projects they wished to see developed in the City. Images of various proposed projects were displayed, each accompanied by a collection bag for participants to deposit their funds. The following recreation projects were available for funding:

- Softball Field
- Restrooms – Update/Additional
- Play Structures – Update/Additional
- Trails – Hiking/Walking
- Additional Lighting
- Shade – Structures and Trees
- Splash Pad
- All Abilities Playground
- Bike Path and Racks
- Picnic Area
- Cricket Pitch
- ADA Compliant Paths/Surfacing
- Grounds and Fields – Update
- Early Education Playground
- Pickleball
- Pump Track
- Protective Screening
- Football Field
- Volleyball
- Batting Cages

The results from this activity revealed that the following recreation projects received the highest prioritization from workshop participants:

- Softball Field
- Restrooms – Update/Additional
- Play Structures – Update/Additional
- Trails – Hiking/Walking
- Additional Lighting
- Shade – Structure and Trees

The table below provides a detailed breakdown of how the "Newark Dollars" were allocated across the various proposed recreation projects at the third community workshop:

Project	Newark Dollars
Softball Field	$1,800
Restrooms – Update / Additional	$1,300
Play Structures – Update / Additional	$1,200
Trails – Hiking / Walking	$1,200
Additional Lighting	$1,100
Shade – Structures and Trees	$1,000
Splash Pad	$800
All Abilities Playground	$800
Bike Path and Racks	$700
Picnic Area	$600
Cricket Pitch	$500
ADA Compliant Paths / Surfacing	$500
Grounds and Fields – Update	$400
Early Education Playground	$400
Pickleball	$300
Pump Track	$200
Protective Screening	$200
Football Field	$100
Volleyball	$100
Batting Cages	$100

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Newark Citywide Parks Master Plan Update

OPINION OF PROBABLE COST


City of Newark
SHIRLEY SISK GROVE
MUSIC AT THE GROVE
FRIDAY NIGHTS
6:30-8:00pm
FREE!!
NEWARK
MARIACHI FESTIVAL

Summary

NEWARK PARKS MASTER PLANS

RHAA Opinion of Probable Costs

20-Sep-2024

	Amenity	2024 Total Cost
	Birch Grove Park	
1.0	GROUP PICNIC AREAS W/ SHELTER 1	$ 298,849.50
2.0	GROUP PICNIC AREAS W/ SHELTER 2	$ 42,953.63
3.0	UPDATED PLAYGROUNDS	$ 2,316,217.95
4.0	SPLASH PAD	$ 540,000.00
5.0	SEATING AREAS	$ 97,659.00
6.0	SPORT FACILITIES	$ 177,924.60
7.0	BIKE SKILLS PARK	$ 520,695.00
8.0	PLANTING AND IRRIGATION	$ 40,095.00
9.0	GENERAL AMENITIES	$ 35,316.00
	Total	**$ 4,069,711.35**
	Bylngton Park	
1.0	UPDATED PLAYGROUND	$ 675,999.00
2.0	UPDATED SPLASH PAD	$ 540,000.00
3.0	PLANTING AND IRRIGATION	$ 54,675.00
4.0	GENERAL AMENITIES	$ 16,510.50
	Total	**$ 1,287,184.50**
	Cedar Boulevard Linear Park	
1.0	PLAYGROUND 1	$ 661,054.50
2.0	PLAYGROUND 2	$ 541,363.50
3.0	PLAYGROUND 3	$ 794,299.50
4.0	DECORATIVE GARDEN 1	$ 104,824.80
5.0	DECORATIVE GARDEN 2	$ 43,394.40
6.0	COMMUNITY GARDEN	$ 611,752.50
7.0	OUTDOOR FITNESS AREA 1	$ 63,801.00
8.0	OUTDOOR FITNESS AREA 2	$ 171,801.00
9.0	OUTDOOR FITNESS AREA 3	$ 225,801.00
10.0	OUTDOOR FITNESS AREA 4	$ 117,801.00
11.0	PEDESTRIAN PATHWAY	$ 449,955.00
12.0	BIKE PATHWAY	$ 486,793.80
13.0	PEDESTRIAN OVERPASS	$ 675,000.00
14.0	PATHWAY POLE LIGHT	$ 114,750.00
15.0	PICNIC TABLES AND BENCHES	$ 482,355.00
16.0	PLANTING AND IRRIGATION	$ 54,675.00
17.0	GENERAL AMENITIES	$ 23,044.50
	Total	**$ 5,622,466.50**
	Civic Center Park	
1.0	GROUP PICNIC AREA	$ 222,966.00
2.0	UPDATED PLAYGROUND 1	$ 835,528.50
3.0	UPDATED PLAYGROUND 2	$ 510,462.00
4.0	SPORT FACILITIES	$ 60,480.00
5.0	FENCE	$ 36,720.00
6.0	RESTROOM	$ 405,000.00
7.0	PLANTING AND IRRIGATION	$ 4,556.25
8.0	GENERAL AMENITIES	$ 16,510.50
	Total	**$ 2,092,223.25**
	Jerry Raber Ash Street Park	
1.0	GROUP PICNIC AREA	$ 66,441.60
2.0	UPDATED PLAYGROUND	$ 823,878.00
3.0	SPORT FACILITIES	$ 264,330.00
4.0	DECORATIVE GARDEN	$ 325,603.80
5.0	PLANTING AND IRRIGATION	$ 19,136.25
6.0	GENERAL AMENITIES	$ 11,772.00
	Total	**$ 1,499,389.65**
	Lakeshore Park	
1.0	PLAYGROUND	$ 1,396,348.20
2.0	OUTDOOR FITNESS AREA 1	$ 65,627.55
3.0	OUTDOOR FITNESS AREA 2	$ 288,666.45
4.0	OUTDOOR FITNESS AREA 3	$ 118,172.25
5.0	OUTDOOR FITNESS AREA 4	$ 226,008.90
6.0	PICNIC TABLES AND BENCHES	$ 495,855.00
7.0	PATHWAY POLE LIGHT	$ 121,500.00
8.0	NEW RESTROOM	$ 382,833.00
9.0	PLANTING AND IRRIGATION	$ 4,556.25
10.0	GENERAL AMENITIES	$ 11,772.00
	Total	**$ 3,111,339.60**
	MacGregor Playfields	
1.0	LIGHTING	$ 337,500.00
2.0	GRADING	$ 202,500.00
3.0	GENERAL AMENITIES	$ 11,772.00
	Total	**$ 551,772.00**
	Mayhews Landing Park	
1.0	PLAYGROUND	$ 1,398,775.50
2.0	OUTDOOR FITNESS AREA	$ 306,294.75
3.0	UPDATED GROUP PICNIC AREA	$ 127,075.50
4.0	GENERAL AMENITIES	$ 11,772.00
	Total	**$ 1,843,917.75**
	Mirabeau Park	
1.0	UPDATED PLAYGROUND	$ 560,104.20
2.0	PLAYGROUND 2	$ 58,417.20
3.0	SPORT FACILITIES	$ 56,700.00
4.0	GENERAL AMENITIES	$ 14,215.50
	Total	**$ 689,436.90**
	Musick Park	
1.0	UPDATED PLAYGROUND	$ 921,099.60
2.0	BENCHES	$ 8,100.00
3.0	FENCE	$ 33,264.00
4.0	GENERAL AMENITIES	$ 10,624.50
	Total	**$ 962,463.60**
	Newark Community Park	
1.0	GROUP PICNIC AREA 1	$ 208,710.00
2.0	GROUP PICNIC AREA 2	$ 121,269.15

3.0	GROUP PICNIC AREA 3	$	299,652.75
4.0	GROUP PICNIC AREA 4	$	182,736.00
5.0	ALL ABILITIES PLAY AREA	$	2,615,368.50
6.0	SPORT FACILITIES	$	132,840.00
7.0	NEW RESTROOM	$	381,867.75
8.0	PATHWAY POLE LIGHT	$	202,500.00
9.0	PLANTING AND IRRIGATION	$	10,935.00
10.0	GENERAL AMENITIES	$	37,098.00
	Total	**$**	**4,192,977.15**
	Sanctuary Park		
1.0	GROUP PICNIC AREA 1	$	29,025.00
2.0	GROUP PICNIC AREA 2	$	23,625.00
3.0	PLAYGROUND 1	$	604,503.00
4.0	PLAYGROUND 2	$	638,887.50
5.0	PEDESTRIAN PATHWAY	$	143,094.60
6.0	SPORT FACILITIES	$	181,980.00
7.0	GENERAL AMENITIES	$	15,363.00
	Total	**$**	**1,636,478.10**
	Shirley Sisk Grove		
1.0	PLAYGROUND	$	893,922.75
2.0	AMPHITHEATER	$	783,540.00
3.0	NEW RESTROOM	$	381,867.75
4.0	STORAGE	$	6,750.00
5.0	PEDESRIAN PATHWAY	$	265,963.50
6.0	PARKING	$	526,866.19
7.0	VEHICULAR PARKING LIGHTING	$	87,750.00
8.0	PLANTING AND IRRIGATION	$	123,255.54
9.0	GENERAL AMENITIES	$	15,363.00
	Total	**$**	**3,085,279.20**
	Sportsfield Park		
1.0	GROUP PICNIC AREA 1	$	279,292.05
2.0	GROUP PICNIC AREA 2	$	31,305.15
3.0	PLAYGROUND 1	$	987,673.50
4.0	PLAYGROUND 2	$	500,134.50
5.0	OUTDOOR FITNESS AREA	$	298,335.15
6.0	SPORT FACILITIES	$	1,096,308.00
7.0	NEW RESTROOM AND CONCESSION STAND	$	675,000.00
8.0	PLANTING AND IRRIGATION	$	17,313.75
9.0	UPDATED PEDESTRIAN PATHWAY	$	527,145.30
10.0	PARKING	$	635,347.13
11.0	GENERAL AMENITIES	$	15,363.00
	Total	**$**	**5,063,218.20**
	Susan Johnson Bridgepoint Park		
1.0	PLAYGROUND 1	$	1,168,357.50
2.0	PLAYGROUND 2	$	58,417.20
3.0	SPORT FACILITIES	$	40,500.00
4.0	GENERAL AMENITIES	$	9,477.00
	Total	**$**	**1,276,751.70**
	GRAND TOTAL ALL PARKS	**$**	**36,984,609.45**

Birch Grove Park

RHAA Opinion of Probable Costs

	ITEM	DESCRIPTION	QTY	UNIT	$/UNIT	2024 Cost
1.0	**GROUP PICNIC AREA 1**					
1.1	Shelter (2,898 SF)		1	EA	$90,000.00	$121,500.00
1.3	Picnic Table (5' x 7')		9	EA	$2,000.00	$24,300.00
1.4	BBQ and Counter - Podium (20' x 6')		1	EA	$10,000.00	$13,500.00
1.6	Decomposed Granite		20,674	SF	$5.00	$139,549.50
					Subtotal	**$298,849.50**
2.0	**GROUP PICNIC AREA 2**					
2.1	Shelter (200 SF)		1	EA	$15,000.00	$20,250.00
2.2	Picnic Table (5' x 7')		5	EA	$2,000.00	$13,500.00
2.3	Decomposed Granite (West Area)		1,364	SF	$5.00	$9,203.63
					Subtotal	**$42,953.63**
3.0	**UPDATED PLAYGROUNDS**					
3.1	Updated Play Equipment - School Age		5	EA	$100,000.00	$675,000.00
3.2	Updated Play Equipment - Tot Age		7	EA	$100,000.00	$945,000.00
3.3	Updated Resilient Paving - School Age		5,114	SF	$30.00	$207,117.00
3.4	Updated Resilient Paving - Tot Age		6,106	SF	$30.00	$247,293.00
3.5	Shelter (1,136 SF)		1	EA	$50,000.00	$67,500.00
3.6	Bench (5.5' x 2')		8	EA	$1,500.00	$16,200.00
3.7	Concrete Paving		10,647	SF	$11.00	$158,107.95
					Subtotal	**$2,316,217.95**
4.0	**SPLASH PAD**					
4.1	Splash Pad	481 SF	1	LS	$400,000.00	$540,000.00
					Subtotal	**$540,000.00**
5.0	**SEATING AREA**					
5.1	Concrete Paving		240	SF	$11.00	$3,564.00
5.2	Bench (5.5' x 2')		11	EA	$1,500.00	$22,275.00
5.3	Water Fountain Fixture		2	EA	$4,500.00	$12,150.00
	a. Storm drain line 6"		520	LF	$40.00	$28,080.00
	b. Water line 1-1/2"		520	LF	$45.00	$31,590.00
					Subtotal	**$97,659.00**
6.0	**SPORT FACILITIES**					
6.1	Volleyball Court (59' x 29.5')	Sand 30x60x2 x $150/CY, inc net	1	EA	$22,000.00	$29,700.00
6.2	Bocce Ball Court (60' x 12')	$10/SF	2	EA	$7,200.00	$19,440.00
6.3	Multi-Sport Field (140' x 200') - Turf	2 x Fields	1	LS		$120,960.00
	a. Turf		56,000	SF	$0.60	$45,360.00
	b. Irrigation		56,000	SF	$1.00	$75,600.00
6.4	Bleachers	3 Rows - 15ft long	1	EA	$1,932.00	$2,608.20
					Subtotal	**$177,924.60**

7.0	**BIKE SKILLS PARK**					
7.1	Bike Pump Track	"Speed Ring" 54' x 21' - Lumber Jack	2	LS	$42,000.00	$113,400.00
7.2	Bike Pump Track	"Sidewinder" 54' x 54' - Lumber Jack	2	LS	$53,000.00	$143,100.00
7.3	Bike Pump Track	"Mach 6" 72' x 76' - Lumber Jack	1	LS	$75,000.00	$101,250.00
7.4	Bench (5.5' x 2')		12	EA	$1,500.00	$24,300.00
7.5	Fence - 6' High		630	LF	$90.00	$76,545.00
7.6	Shelter (628 SF)		1	EA	$40,000.00	$54,000.00
7.7	Picnic Table (5' x 7')		3	EA	$2,000.00	$8,100.00
					Subtotal	**$520,695.00**
8.0	**PLANTING AND IRRIGATION**					
8.1	Tree - 15 gal		44	EA	$475.00	$28,215.00
8.2	Tree Bubblers		44	EA	$200.00	$11,880.00
					Subtotal	**$40,095.00**
9.0	**GENERAL AMENITIES**					
9.1	Bike Racks	Arc Bike Racks	12	EA	$1,000.00	$16,200.00
9.2	Trash Receptacles		12	EA	$850.00	$13,770.00
9.3	Concrete Paving		360	SF	$11.00	$5,346.00
					Subtotal	**$35,316.00**
	Total					**$4,069,711.35**

Byington Park
RHAA Opinion of Probable Costs

	ITEM	DESCRIPTION	QTY	UNIT	$/UNIT	2024 Cost
1.0	**UPDATED PLAYGROUND**					
1.1	Updated Play Equipment - School Age		4	SF	$100,000.00	$540,000.00
1.2	Updated Resilient Paving - School Age		3,358	EA	$30.00	$135,999.00
					Subtotal	**$675,999.00**
2.0	**UPDATED SPLASH PAD**					
2.1	Updated Splash Pad	1,252 SF	1	EA	$400,000.00	$540,000.00
					Subtotal	**$540,000.00**
3.0	**PLANTING AND IRRIGATION**					
3.1	Tree - 15 gal		60	EA	$475.00	$38,475.00
3.2	Tree Bubbler		60	EA	$200.00	$16,200.00
					Subtotal	**$54,675.00**
4.0	**GENERAL AMENITIES**					
4.1	Bike Racks	Arc Bike Racks	6	EA	$1,000.00	$8,100.00
4.2	Trash Receptacles		5	EA	$850.00	$5,737.50
4.3	Concrete Paving		180	SF	$11.00	$2,673.00
					Subtotal	**$16,510.50**
	Total					**$1,287,184.50**

Cedar Boulevard Linear Park
RHAA Opinion of Probable Costs

	ITEM	DESCRIPTION	QTY	UNIT	$/UNIT	2024 Cost
1.0	**PLAYGROUND 1**					
1.1	Play Equipment - School Age		4	SF	$100,000.00	$540,000.00
1.2	Resilient Paving - School Age		2,789	SF	$30.00	$112,954.50
1.3	Bench (5.5' x 2')		4	EA	$1,500.00	$8,100.00
					Subtotal	**$661,054.50**
2.0	**PLAYGROUND 2**					
2.1	Play Equipment - Tot Age		3	SF	$100,000.00	$405,000.00
2.2	Resilient Paving - Tot Age		3,167	SF	$30.00	$128,263.50
2.3	Bench (5.5' x 2')		4	EA	$1,500.00	$8,100.00
					Subtotal	**$541,363.50**
3.0	**PLAYGROUND 3**					
3.1	Play Equipment - School Age		4	SF	$100,000.00	$540,000.00
3.2	Resilient Paving - School Age		5,879	SF	$30.00	$238,099.50
3.3	Bench (5.5' x 2')		8	EA	$1,500.00	$16,200.00
					Subtotal	**$794,299.50**
4.0	**DECORATIVE GARDEN 1**					
4.1	Planting		8,956	SF	$5.00	$60,453.00
4.2	Irrigation		8,956	SF	$3.00	$36,271.80
4.3	Bench (5.5' x 2')		4	EA	$1,500.00	$8,100.00
					Subtotal	**$104,824.80**
5.0	**DECORATIVE GARDEN 2**					
5.1	Planting		3,268	SF	$5.00	$22,059.00
5.2	Irrigation		3,268	SF	$3.00	$13,235.40
5.3	Bench (5.5' x 2')		4	EA	$1,500.00	$8,100.00
					Subtotal	**$43,394.40**
6.0	**COMMUNITY GARDEN**					
6.1	Raised Bed - Amended Soil	29,000 SF x 2.5' H = 2,690 CY	2690	CY	$60.00	$217,890.00
6.2	Fence		787	LF	$50.00	$53,122.50
6.3	Irrigation		29,050	SF	$3.00	$117,652.50
6.4	Decomposed Granite		29,050	SF	$5.00	$196,087.50
6.5	Storage Building (175 SF)		4	EA	$5,000.00	$27,000.00
					Subtotal	**$611,752.50**
7.0	**OUTDOOR FITNESS AREA 1**					
7.1	Outdoor Fitness Equipment		1	EA	$40,000.00	$54,000.00
7.2	Concrete Paving		660	SF	$11.00	$9,801.00
					Subtotal	**$63,801.00**

Civic Center Park

RHAA Opinion of Probable Costs

	ITEM	DESCRIPTION	QTY	UNIT	$/UNIT	2024 Cost
1.0	**GROUP PICNIC AREA**					
1.1	Shelter (446 SF)		2	EA	$30,000.00	$81,000.00
1.2	Picnic Table (5' x 7')		7	EA	$2,000.00	$18,900.00
1.3	BBQ and Counter - Podium (20' x 6')		1	EA	$10,000.00	$13,500.00
1.4	Decomposed Granite		16,232	SF	$5.00	$109,566.00
					Subtotal	**$222,966.00**
2.0	**PLAYGROUND 1**					
2.1	Updated Play Equipment - School Age		4	EA	$100,000.00	$540,000.00
2.2	Updated Resilient Paving - School Age		6,997	SF	$30.00	$283,378.50
2.3	Bench (5.5' x 2')		6	EA	$1,500.00	$12,150.00
					Subtotal	**$835,528.50**
3.0	**PLAYGROUND 2**					
3.1	Play Equipment - Tot Age		3	EA	$100,000.00	$405,000.00
3.2	Resilient Paving - Tot Age		2,504	SF	$30.00	$101,412.00
3.3	Bench (5.5' x 2')		2	EA	$1,500.00	$4,050.00
					Subtotal	**$510,462.00**
4.0	**SPORT FACILITIES**					
4.1	Multi-Sport Field (140' x 200') - Turf	1 x Field	1	LS		$60,480.00
	a. Turf		28,000	SF	$0.60	
	b. Irrigation		28,000	SF	$1.00	
					Subtotal	**$60,480.00**
5.0	**FENCE**					
5.1	Fence - 4' High	Chain link fence with concrete band and vinyl coating	340	LF	$80.00	$36,720.00
					Subtotal	**$36,720.00**
6.0	**RESTROOM**					
6.1	Restroom (600 SF)		600	SF	$500.00	$405,000.00
					Subtotal	**$405,000.00**
7.0	**PLANTING AND IRRIGATION**					
7.1	Tree - 15 gal		5	EA	$475.00	$3,206.25
7.2	Tree Bubblers		5	EA	$200.00	$1,350.00
					Subtotal	**$4,556.25**
8.0	**GENERAL AMENITIES**					
8.1	Bike Racks	Arc Bike Racks	6	EA	$1,000.00	$8,100.00
8.2	Trash Receptacles		5	EA	$850.00	$5,737.50
8.3	Concrete Paving		180	SF	$11.00	$2,673.00
					Subtotal	**$16,510.50**
	Total					**$2,092,223.25**

8.0	**OUTDOOR FITNESS AREA 2**					
8.1	Outdoor Fitness Equipment		3	EA	$40,000.00	$162,000.00
8.2	Concrete Paving		660	SF	$11.00	$9,801.00
					Subtotal	**$171,801.00**
9.0	**OUTDOOR FITNESS AREA 3**					
9.1	Outdoor Fitness Equipment		4	EA	$40,000.00	$216,000.00
9.2	Concrete Paving		660	SF	$11.00	$9,801.00
					Subtotal	**$225,801.00**
10.0	**OUTDOOR FITNESS AREA 4**					
10.1	Outdoor Fitness Equipment		2	EA	$40,000.00	$108,000.00
10.2	Concrete Paving		660	SF	$11.00	$9,801.00
					Subtotal	**$117,801.00**
11.0	**PEDESTRIAN PATHWAY**					
11.1	Concrete Paving		30,300	SF	$11.00	$449,955.00
					Subtotal	**$449,955.00**
12.0	**BIKE PATHWAY**					
12.1	Bike Path Paving - Concrete		30,049	SF	$12.00	$486,793.80
					Subtotal	**$486,793.80**
13.0	**PEDESTRIAN OVERPASS**					
13.1	Pedestrian Overpass	330 LF	1	LS	$500,000.00	$675,000.00
					Subtotal	**$675,000.00**
14.0	**PATHWAY POLE LIGHT**					
14.1	Pole Light		17	EA	$5,000.00	$114,750.00
					Subtotal	**$114,750.00**
15.0	**PICNIC TABLES AND BENCHES**					
15.1	Concrete Paving		30,300	SF	$11.00	$449,955.00
15.2	Bench (5.5' x 2')		12	EA	$1,500.00	$24,300.00
15.3	Picnic Table (5' x 7')		3	EA	$2,000.00	$8,100.00
					Subtotal	**$482,355.00**
16.0	**PLANTING AND IRRIGATION**					
16.1	Tree - 15 gal		60	EA	$475.00	$38,475.00
16.2	Tree Bubbler		60	EA	$200.00	$16,200.00
					Subtotal	**$54,675.00**
17.0	**GENERAL AMENITIES**					
17.1	Bike Racks	Arc Bike Racks	9	EA	$1,000.00	$12,150.00
17.2	Trash Receptacles		6	EA	$850.00	$6,885.00
17.3	Concrete Paving		270	SF	$11.00	$4,009.50
					Subtotal	**$23,044.50**
	Total					**$5,622,466.50**

Jerry Raber Ash Street Park
RHAA Opinion of Probable Costs

	ITEM	DESCRIPTION	QTY	UNIT	$/UNIT	2024 Cost
1.0	**GROUP PICNIC AREA**					
1.1	Picnic Table (5' x 7')		10	EA	$2,000.00	$27,000.00
1.2	Concrete Paving		2,656	SF	$11.00	$39,441.60
					Subtotal	**$66,441.60**
2.0	**UPDATED PLAYGROUND**					
2.1	Updated Play Equipment - School Age		3	EA	$100,000.00	$405,000.00
2.2	Updated Play Equipment - Tot Age		2	EA	$100,000.00	$270,000.00
2.3	Updated Resilient Paving - School Age		2,143	SF	$30.00	$86,791.50
2.4	Updated Resilient Paving - Tot Age		1,533	SF	$30.00	$62,086.50
					Subtotal	**$823,878.00**
3.0	**SPORT FACILITIES**					
3.1	Updated Volleyball Court (59' x 29.5')	Sand 30x60x2 x $150/CY, inc net	1	EA	$22,000.00	$29,700.00
3.2	Bocce Ball Court (60' x 12')	$10/SF	4	EA	$7,200.00	$38,880.00
3.3	Multi-Sport Field (140' x 200') - Turf	1 x Field	1	LS		
	a. Turf		28,000	SF	$0.60	$22,680.00
	b. Irrigation		28,000	SF	$1.00	$37,800.00
6.1	Dedicated Softball Field	1 x Fields	1	LS		$135,270.00
	a. Turf		40,000	SF	$0.60	$32,400.00
	b. Irrigation		40,000	SF	$1.00	$54,000.00
	d. Backstop		1	EA	$33,600.00	$45,360.00
	e. Softball Bases and Home Plate (set)		1	EA	$2,600.00	$3,510.00
					Subtotal	**$264,330.00**
4.0	**DECORATIVE GARDEN**					
4.1	Planting		20,518	SF	$5.00	$138,496.50
4.2	Irrigation		20,518	SF	$3.00	$83,097.90
4.3	Concrete Paving		7,004	SF	$11.00	$104,009.40
					Subtotal	**$325,603.80**
5.0	**PLANTING AND IRRIGATION**					
5.1	Tree - 15 gal		21	EA	$475.00	$13,466.25
5.2	Tree Bubblers		21	EA	$200.00	$5,670.00
					Subtotal	**$19,136.25**
6.0	**GENERAL AMENITIES**					
6.1	Bike Racks	Arc Bike Racks	4	EA	$1,000.00	$5,400.00
6.2	Trash Receptacles		4	EA	$850.00	$4,590.00
6.3	Concrete Paving		120	SF	$11.00	$1,782.00
					Subtotal	**$11,772.00**
	Total					**$1,499,389.65**

Lakeshore Park
RHAA Opinion of Probable Costs

	ITEM	DESCRIPTION	QTY	UNIT	$/UNIT	2024 Cost
1.0	**PLAYGROUND**					
1.1	Play Equipment - School Age		8	SF	$100,000.00	$1,080,000.00
1.2	Resilient Paving - School Age		7,199	SF	$30.00	$291,559.50
1.3	Picnic Table (5' x 7')		4	EA	$2,000.00	$10,800.00
1.4	Concrete Paving		942	SF	$11.00	$13,988.70
					Subtotal	**$1,396,348.20**
2.0	**OUTDOOR FITNESS AREA 1**					
2.1	Outdoor Fitness Equipment		1	EA	$40,000.00	$54,000.00
2.2	Concrete Paving		783	SF	$11.00	$11,627.55
					Subtotal	**$65,627.55**
3.0	**OUTDOOR FITNESS AREA 2**					
3.1	Outdoor Fitness Equipment		5	EA	$40,000.00	$270,000.00
3.2	Concrete Paving		1,257	SF	$11.00	$18,666.45
					Subtotal	**$288,666.45**
4.0	**OUTDOOR FITNESS AREA 3**					
4.1	Outdoor Fitness Equipment		2	EA	$40,000.00	$108,000.00
4.2	Concrete Paving		685	SF	$11.00	$10,172.25
					Subtotal	**$118,172.25**
5.0	**OUTDOOR FITNESS AREA 4**					
5.1	Outdoor Fitness Equipment		4	EA	$40,000.00	$216,000.00
5.2	Concrete Paving		674	SF	$11.00	$10,008.90
					Subtotal	**$226,008.90**
6.0	**PICNIC TABLES AND BENCHES**					
6.1	Concrete Paving		30,300	SF	$11.00	$449,955.00
6.2	Bench (5.5' x 2')		4	EA	$1,500.00	$8,100.00
6.3	Picnic Table (5' x 7')		14	EA	$2,000.00	$37,800.00
					Subtotal	**$495,855.00**
7.0	**PATHWAY POLE LIGHT**					
7.1	Pole Light		18	EA	$5,000.00	$121,500.00
					Subtotal	**$121,500.00**
8.0	**NEW RESTROOM**					
8.1	Prefabricate 4 Stall Restroom		1	EA	$275,000.00	$371,250.00
8.2	Concrete Paving		715	SF	$12.00	$11,583.00
					Subtotal	**$382,833.00**
9.0	**PLANTING AND IRRIGATION**					

9.1	Tree - 15 gal		5	EA	$475.00	$3,206.25
9.2	Tree Bubbler		5	EA	$200.00	$1,350.00
					Subtotal	**$4,556.25**
10.0	**GENERAL AMENITIES**					
10.1	Bike Racks	Arc Bike Racks	4	EA	$1,000.00	$5,400.00
10.2	Trash Receptacles		4	EA	$850.00	$4,590.00
10.4	Concrete Paving		120	SF	$11.00	$1,782.00
					Subtotal	**$11,772.00**
	Total					**$3,111,339.60**

MacGregor Playfields

RHAA Opinion of Probable Costs

	ITEM	DESCRIPTION	QTY	UNIT	$/UNIT	2024 Cost
1.0	**LIGHTING**					
1.1	Field Lighting	Per Field	1	EA	$250,000.00	$337,500.00
					Subtotal	**$337,500.00**
2.0	**GRADING**					
2.1	SITE GRADING	Per Field	1	EA	$150,000.00	$202,500.00
					Subtotal	**$202,500.00**
3.0	**GENERAL AMENITIES**					
3.1	Bike Racks	Arc Bike Racks	4	EA	$1,000.00	$5,400.00
3.2	Trash Receptacles		4	EA	$850.00	$4,590.00
3.3	Concrete Paving		120	SF	$11.00	$1,782.00
					Subtotal	**$11,772.00**
	Total					**$551,772.00**

Mayhews Landing Park
RHAA Opinion of Probable Costs

	ITEM	DESCRIPTION	QTY	UNIT	$/UNIT	2024 Cost
1.0	**PLAYGROUND**					
1.1	Updated Play Equipment - School Age		8	EA	$100,000.00	$1,080,000.00
1.2	Updated Resilient Paving - School Age		7,871	SF	$30.00	$318,775.50
					Subtotal	**$1,398,775.50**
2.0	**OUTDOOR FITNESS AREA**					
2.1	Outdoor Fitness Equipment		5	EA	$40,000.00	$270,000.00
2.2	Bench (5.5' x 2')		3	EA	$1,500.00	$6,075.00
2.3	Concrete Paving		2,035	SF	$11.00	$30,219.75
					Subtotal	**$306,294.75**
3.0	**UDPATED GROUP PICNIC AREA**					
3.1	Picnic Table (5' x 7')		11	EA	$7,000.00	$79,700.00
3.2	BBQ and Counter - Podium (20' x 6')		3	EA	$10,000.00	$40,500.00
3.3	Concrete Paving		3,830	SF	$11.00	$56,875.50
					Subtotal	**$127,075.50**
4.0	**GENERAL AMENITIES**					
4.1	Bike Racks	Arc Bike Racks	4	EA	$1,000.00	$5,400.00
4.2	Trash Receptacles		4	EA	$850.00	$4,590.00
4.3	Concrete Paving		120	SF	$11.00	$1,782.00
					Subtotal	**$11,772.00**
	Total					**$1,843,917.75**

Mirabeau Park
RHAA Opinion of Probable Costs

	ITEM	DESCRIPTION	QTY	UNIT	$/UNIT	2024 Cost
1.0	**UPDATED PLAYGROUND**					
1.1	Updated Play Equipment - School Age		4	EA	$100,000.00	$540,000.00
1.2	Updated Resilient Paving - School Age		4,441	SF	$30.00	$540.00
1.3	Picnic Table (5' x 7')		3	EA	$2,000.00	$8,100.00
1.4	Concrete Paving		772	SF	$11.00	$11,464.20
					Subtotal	**$560,104.20**
2.0	**PLAYGROUND 2**					
2.1	Climbing Wall		2	EA	$21,636.00	$58,417.20
2.2	Updated Resilient Paving - Climbing Wall		1,055	SF	$30.00	$42,727.50
					Subtotal	**$58,417.20**
3.0	**SPORT FACILITIES**					
3.1	Half Court Basketball		1	EA	$30,000.00	$40,500.00
3.2	Wood Bench (5.5' x 2')		8	EA	$1,500.00	$16,200.00
					Subtotal	**$56,700.00**
4.0	**GENERAL AMENITIES**					
4.1	Bike Racks	Arc Bike Racks	6	EA	$1,000.00	$8,100.00
4.2	Trash Receptacles		3	EA	$850.00	$3,442.50
4.3	Concrete Paving		180	SF	$11.00	$2,673.00
					Subtotal	**$14,215.50**
	Total					**$689,436.90**

Musick Park
RHAA Opinion of Probable Costs

	ITEM	DESCRIPTION	QTY	UNIT	$/UNIT	2024 Cost
1.0	**UPDATED PLAYGROUND**					
1.1	Updated Play Equipment - School Age		5	EA	$100,000.00	$675,000.00
1.2	Updated Resilient Paving - School Age		5,481	SF	$30.00	$221,980.50
1.3	Wood Bench (5.5' x 2')		6	EA	$1,500.00	$12,150.00
1.4	Concrete Paving		806	SF	$11.00	$11,969.10
					Subtotal	**$921,099.60**
2.0	**BENCHES**					
2.1	Wood Bench (5.5' x 2')		4	EA	$1,500.00	$8,100.00
					Subtotal	**$8,100.00**
3.0	**FENCE**					
3.1	Fence - 4' High	Chain link fence with concrete band and vinyl coating	308	LF	$80.00	$33,264.00
					Subtotal	**$33,264.00**
4.0	**GENERAL AMENITIES**					
4.1	Bike Racks	Arc Bike Racks	4	EA	$1,000.00	$5,400.00
4.2	Trash Receptacles		3	EA	$850.00	$3,442.50
4.3	Concrete Paving		120	SF	$11.00	$1,782.00
					Subtotal	**$10,624.50**
	Total					**$962,463.60**

Newark Community Park
RHAA Opinion of Probable Costs

	ITEM	DESCRIPTION	QTY	UNIT	$/UNIT	2024 Cost
1.0	**GROUP PICNIC AREA 1**					
1.1	Shelter (1,136 SF)		1	EA	$50,000.00	$67,500.00
1.2	Picnic Table (5' x 7')		5	EA	$2,000.00	$13,500.00
1.3	BBQ and Counter - Podium (20' x 6')		1	EA	$10,000.00	$13,500.00
1.4	Decomposed Granite		16,920	SF	$5.00	$114,210.00
					Subtotal	**$208,710.00**
2.0	**GROUP PICNIC AREA 2**					
2.1	Shelter (628 SF)		1	EA	$40,000.00	$54,000.00
2.2	Picnic Table (5' x 7')		6	EA	$2,000.00	$16,200.00
2.3	Concrete Paving		3,439	SF	$11.00	$51,069.15
					Subtotal	**$121,269.15**
3.0	**GROUP PICNIC AREA 3**					
3.1	Shelter (1,136 SF)		1	EA	$50,000.00	$67,500.00
3.2	Picnic Table (5' x 7')		5	EA	$2,000.00	$13,500.00
3.3	BBQ and Counter - Podium (20' x 6')		1	EA	$10,000.00	$13,500.00
3.4	Concrete Paving		13,815	SF	$11.00	$205,152.75
					Subtotal	**$299,652.75**
4.0	**GROUP PICNIC AREA 4**					
4.1	Shelter (2,898 SF)		1	EA	$60,000.00	$81,000.00
4.2	Picnic Table (5' x 7')		7	EA	$2,000.00	$18,900.00
4.3	BBQ and Counter - Podium (20' x 6')		1	EA	$10,000.00	$13,500.00
4.4	Decomposed Granite		10,272	SF	$5.00	$69,336.00
					Subtotal	**$182,736.00**
5.0	**ALL INCLUSIVE PLAYGROUND**					
5.1	Resilient Paving - School Age		24,577	SF	$30.00	$995,368.50
5.2	Accessible Play Equipment - School Age		12	EA	$100,000.00	$1,620,000.00
					Subtotal	**$2,615,368.50**
6.0	**SPORT FACILITIES**					
6.1	Bocce Ball Court (60' x 12')	$10/SF	2	EA	$7,200.00	$19,440.00
6.2	Volleyball Court (59' x 29.5')	Sand 30x60x2 x $150/CY, inc net	2	EA	$22,000.00	$59,400.00
6.3	Full Court Basketball		1	EA	$40,000.00	$54,000.00
					Subtotal	**$132,840.00**
7.0	**NEW RESTROOM**					
7.1	Prefabricate 4 Stall Restroom		1	EA	$275,000.00	$371,250.00
7.2	Concrete Paving		715	SF	$11.00	$10,617.75

					Subtotal	**$381,867.75**
8.0	**PATHWAY POLE LIGHT**					
8.1	Pole Light		30	EA	$5,000.00	$202,500.00
					Subtotal	**$202,500.00**
9.0	**PLANTING AND IRRIGATION**					
9.1	Tree - 15 gal		12	EA	$475.00	$7,695.00
9.2	Tree Bubblers		12	EA	$200.00	$3,240.00
					Subtotal	**$10,935.00**
10.0	**GENERAL AMENITIES**					
10.1	Bike Racks	Arc Bike Racks	12	EA	$1,000.00	$16,200.00
10.2	Trash Receptacles		12	EA	$850.00	$13,770.00
10.3	Concrete Paving		480	SF	$11.00	$7,128.00
					Subtotal	**$37,098.00**
	Total					**$4,192,977.15**

Sanctuary Park

RHAA Opinion of Probable Costs

	ITEM	DESCRIPTION	QTY	UNIT	$/UNIT	2024 Cost
1.0	**GROUP PICNIC AREA 1**					
1.1	Picnic Table (5' x 7')		6	EA	$2,000.00	$16,200.00
1.2	Decomposed Granite		1,900	SF	$5.00	$12,825.00
					Subtotal	**$29,025.00**
2.0	**GROUP PICNIC AREA 2**					
2.1	Picnic Table (5' x 7')		5	EA	$2,000.00	$13,500.00
2.2	Decomposed Granite		1,500	SF	$5.00	$10,125.00
					Subtotal	**$23,625.00**
3.0	**PLAYGROUND 1**					
3.1	Play Equipment - School Age		3	EA	$100,000.00	$405,000.00
3.2	Resilient Paving - School Age		4,726	SF	$30.00	$191,403.00
3.3	Bench (5.5' x 2')		4	EA	$1,500.00	$8,100.00
					Subtotal	**$604,503.00**
4.0	**PLAYGROUND 2**					
4.1	Play Equipment - Tot Age		3	SF	$100,000.00	$405,000.00
4.2	Resilient Paving - Tot Age		5,575	SF	$30.00	$225,787.50
4.3	Bench (5.5' x 2')		4	EA	$1,500.00	$8,100.00
					Subtotal	**$638,887.50**
5.0	**PEDESTRIAN PATHWAY**					
5.1	Concrete Paving		9,636	SF	$11.00	$143,094.60
					Subtotal	**$143,094.60**
6.0	**SPORT FACILITIES**					
6.1	Multi-Sport Field (140' x 200') - Turf	1 x Field	1	LS		$141,480.00
	a. Turf		28,000	SF	$0.60	$22,680.00
	b. Irrigation		28,000	SF	$1.00	$37,800.00
6.2	Half Court Basketball		1	EA	$30,000.00	$40,500.00
					Subtotal	**$181,980.00**
7.0	**GENERAL AMENITIES**					
7.1	Bike Racks	Arc Bike Racks	6	EA	$1,000.00	$8,100.00
7.2	Trash Receptacles		4	EA	$850.00	$4,590.00
7.3	Concrete Paving		180	SF	$11.00	$2,673.00
					Subtotal	**$15,363.00**
	Total					**$1,636,478.10**

Shirley Sisk Grove

RHAA Opinion of Probable Costs

	ITEM	DESCRIPTION	QTY	UNIT	$/UNIT	2024 Cost
1.0	**PLAYGROUND**					
1.1	Play Equipment - School Age		5	EA	$100,000.00	$675,000.00
1.2	Resilient Paving - School Age		4,836	SF	$30.00	$195,858.00
1.3	Bench (5.5' x 2')		6	EA	$1,500.00	$12,150.00
1.4	Concrete Paving		735	SF	$11.00	$10,914.75
					Subtotal	**$893,922.75**
2.0	**AMPHITHEATER**					
2.1	Outdoor Stage	2,716 SF, 4' High	402	CY	$1,200.00	$651,240.00
2.2	Stage shelter (1,825 SF)		1	EA	$50,000.00	$67,500.00
2.3	Electrical Costs		12	Month	$4,000.00	$64,800.00
					Subtotal	**$783,540.00**
3.0	**RESTROOM**					
3.1	Prefabricate 4 Stall Restroom	w/ Water Fountain	1	EA	$275,000.00	$371,250.00
3.2	Concrete Paving		715	SF	$11.00	$10,617.75
					Subtotal	**$381,867.75**
4.0	**STORAGE**					
4.1	Storage Building (410 SF)		1	EA	$5,000.00	$6,750.00
					Subtotal	**$6,750.00**
5.0	**PEDESRIAN PATHWAY**					
5.1	Concrete Paving		17,910	SF	$11.00	$265,963.50
					Subtotal	**$265,963.50**
6.0	**PARKING**					
6.1	Asphaltic Paving	Including curb and loading zone	39,022	SF	$10.00	$526,797.00
6.2	Crosswalk Striping		41	LF	$1.25	$69.19
					Subtotal	**$526,866.19**
7.0	**POLE LIGHT**					
7.1	Pole Light		13	EA	$5,000.00	$87,750.00
					Subtotal	**$87,750.00**
8.0	**PLANTING AND IRRIGATION**					
8.1	Tree - 15 gal		26	EA	$475.00	$16,672.50
8.2	Tree Bubblers		26	EA	$200.00	$7,020.00
8.3	Turf		46,094	SF	$0.60	$37,336.14
8.4	Irrigation		46,094	SF	$1.00	$62,226.90
					Subtotal	**$123,255.54**
9.0	**GENERAL AMENITIES**					
9.1	Bike Racks	Arc Bike Racks	6	EA	$1,000.00	$8,100.00
9.2	Trash Receptacles		4	EA	$850.00	$4,590.00
9.3	Concrete Paving		180	SF	$11.00	$2,673.00
					Subtotal	**$15,363.00**
	Total					**$3,085,279.20**

Sportsfield Park

RHAA Opinion of Probable Costs

	ITEM	DESCRIPTION	QTY	UNIT	$/UNIT	2024 Cost
1.0	**GROUP PICNIC AREA 1**					
1.1	Shelter (1,120 SF)		1	EA	$40,000.00	$54,000.00
1.2	Picnic Table (5' x 7')		5	EA	$2,000.00	$13,500.00
1.3	BBQ and Counter - Podium (20' x 6')		1	EA	$10,000.00	$13,500.00
1.4	Concrete Paving		13,353	SF	$11.00	$198,292.05
					Subtotal	**$279,292.05**
2.0	**GROUP PICNIC AREA 2**					
2.1	Picnic Table (5' x 7')		5	EA	$2,000.00	$13,500.00
2.2	Concrete Paving		1,199	SF	$11.00	$17,805.15
					Subtotal	**$31,305.15**
3.0	**PLAYGROUND 1**					
3.1	Play Equipment - School Age		6	EA	$100,000.00	$810,000.00
3.2	Resilient Paving - School Age		3,987	SF	$30.00	$161,473.50
3.3	Bench (5.5' x 2')		8	EA	$1,500.00	$16,200.00
					Subtotal	**$987,673.50**
4.0	**PLAYGROUND 2**					
4.1	Play Equipment - Tot Age		3	EA	$100,000.00	$405,000.00
4.2	Resilient Paving - Tot Age		2,249	SF	$30.00	$91,084.50
4.3	Bench (5.5' x 2')		2	EA	$1,500.00	$4,050.00
					Subtotal	**$500,134.50**
5.0	**OUTDOOR FITNESS AREA**					
5.1	Outdoor Fitness Equipment		5	EA	$40,000.00	$270,000.00
5.2	Concrete Paving		1499	SF	$11.00	$22,260.15
5.3	Bench (5.5' x 2')		3	EA	$1,500.00	$6,075.00
					Subtotal	**$298,335.15**
6.0	**SPORT FACILITIES**					
6.1	Dedicated Baseball Field	1 x Fields	1	LS		$626,130.00
	a. Turf		111,000	SF	$0.60	$89,910.00
	b. Irrigation		111,000	SF	$1.00	$149,850.00
	d. Backstop		1	EA	$33,600.00	$45,360.00
	e. Baseball Bases and Home Plate (set)		1	EA	$2,600.00	$3,510.00
	f. Lighting	Per Field	1	EA	$250,000.00	$337,500.00
6.2	Multi-Sport turf field (200' x 140')	3 x Fields	1	LS		$181,440.00
	a. Turf		84,000	SF	$0.60	$68,040.00
	b. Irrigation		84,000	SF	$1.00	$113,400.00
6.3	Multi-Sport turf field (300' x 200')	1 x Fields	1	LS		$129,600.00
	a. Turf		60,000	SF	$0.60	$48,600.00
	b. Irrigation		60,000	SF	$1.00	$81,000.00
6.4	Regulation Soccer Field (330' x 210')	1 x Fields	1	LS		$149,688.00
	a. Turf		69,300	SF	$0.60	$56,133.00
	b. Irrigation		69,300	SF	$1.00	$93,555.00
	c. Soccer Goal (Nets, Wheels - 1 Pair)		2	EA	$3,200.00	$8,640.00
6.5	Batting Cage		2	EA	$3,500.00	$9,450.00
					Subtotal	**$1,096,308.00**
7.0	**RESTROOM AND CONCESSION STAND**					
7.1	Restroom and Concession Stand	(1,000 SF)	1,000	SF	$500.00	$675,000.00
					Subtotal	**$675,000.00**
8.0	**PLANTING AND IRRIGATION**					
8.1	Tree - 15 gal		19	EA	$475.00	$12,183.75
8.2	Tree Bubblers		19	EA	$200.00	$5,130.00
					Subtotal	**$17,313.75**
9.0	**UPDATED PEDESTRIAN PATHWAY**					
9.1	Concrete Paving		35,498	SF	$11.00	$527,145.30
					Subtotal	**$527,145.30**
10.0	**PARKING**					
10.1	Asphaltic Paving	inc curb	47,055	SF	$10.00	$635,242.50
10.2	Striping		62	LF	$1.25	$104.63
					Subtotal	**$635,347.13**
11.0	**GENERAL AMENITIES**					
11.1	Bike Racks	Arc Bike Racks	6	EA	$1,000.00	$8,100.00
11.2	Trash Receptacles		4	EA	$850.00	$4,590.00
11.3	Concrete Paving		180	SF	$11.00	$2,673.00
					Subtotal	**$15,363.00**
	Total					**$5,047,855.20**

Susan Johnson Bridgepointe Park
RHAA Opinion of Probable Costs

	ITEM	DESCRIPTION	QTY	UNIT	$/UNIT	2024 Cost
1.0	**PLAYGROUND 1**					
1.1	Updated Play Equipment - School Age		7	EA	$100,000.00	$945,000.00
1.2	Updated Resilient Paving - School Age		5,515	SF	$30.00	$223,357.50
					Subtotal	**$1,168,357.50**
2.0	**PLAYGROUND 2**					
2.1	Climbing Wall		2	EA	$21,636.00	$58,417.20
2.2	Updated Resilient Paving - Climbing Wall		615	SF	$30.00	$24,907.50
					Subtotal	**$58,417.20**
3.0	**SPORT FACILITIES**					
3.1	Half Court Basketball		1	EA	$30,000.00	$40,500.00
					Subtotal	**$40,500.00**
4.0	**GENERAL AMENITIES**					
4.1	Bike Racks	Arc Bike Racks	4	EA	$1,000.00	$5,400.00
4.2	Trash Receptacles		2	EA	$850.00	$2,295.00
4.3	Concrete Paving		120	SF	$11.00	$1,782.00
					Subtotal	**$9,477.00**
	Total					**$1,276,751.70**

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Newark Citywide Parks Master Plan Update

PROJECTS BY PRIORITY



PRIORITIZATION CRITERIA

Each park was evaluated based on the categories listed below to determine the ranking of recommendations. For each category, the park was allocated points which were then totaled to determine an overall score. These overall scores guided the prioritization of the recommendations, with higher scores indicating a greater priority.

The City will continue to operate its facilities (recreation and otherwise) in a manner that prioritizes the health and safety of the Newark community. As such any projects that address immediate significant risks to public safety will be prioritized above all else.

Criteria	Description	Point Allocation
Code and Regulation Compliance (5)	*This category relates to existing park/recreation facility elements and amenities. This category recognizes issues listed below. The presence of a score indicates that the issue(s) (i.e. public health, physical safety, urgency) is non-compliant with city, state, and national codes, including but not limited to the Americans with Disabilities Act, and should be addressed.* *Public health – Sanitation* *Physical safety – End of amenity service-life and addressing potential physical hazards* *Urgency – continued repair deferral will lead to amenity closure or hinders public access to facilities and structures*	Maximum of 5 points: - 2 points for public health - 2 points for physical safety - 1 point for urgency
High Priority of the Community (4) <u>Priority Park Improvements</u> • Improved cleanliness including litter maintenance, restroom maintenance, refuse pick-up, playground maintenance, etc. (77%) • More park amenities such as drinking fountains, shade structures, bike racks, and benches (69%) • Improved lighting for safety and pathways (68%) • Additional restrooms in City parks & Updating existing (67%) • Address and/or replace outdated equipment such as benches, playgrounds, barbecues, picnic tables, etc. (67%) • Address infrastructure maintenance i.e., surface improvements (sport courts, picnic areas, pathways, and parking lots, etc.) (66%) • Improved landscape maintenance and irrigation system (59%) • Enhanced sports fields to meet demand i.e., lighting, artificial turf, improved maintenance (52%) <u>Priority Park Amenities/Activities</u> • Trails and pathways / walking, hiking jogging (64%) • Multi-use sport courts (50%) • Lighted dedicated sports court/fields (53%) • Playgrounds (52%) • Aquatic Activities – Swimming Pools, Splash Pad • Additional picnic areas • Restrooms • Community events • Nature and environmental programming i.e., camping, hiking • Self-directed activities i.e. outdoor fitness courses, active play areas, and pathways with distance markers • Sport courts • Walking or exercising a dog at a dog park area	*This category highlights the high priorities expressed by the Community.* *Park and Recreation Community Questionnaire – Priority park improvements (items voted 50% or more)* *Stakeholder Meetings – Specified as items of importance* *Community Meetings – Comments from meetings as items to be addressed.* *Park and Recreation Community Questionnaire – Priority Amenities (the top 5)* *Stakeholder Meetings – Specified as items of importance* *Community Meetings – Comments from meetings as items to be addressed.*	Maximum of 4 points: - 2 points for Improvements - 2 points for Amenity
Fulfills Unmet Needs (3) • Improve Connectivity to/around parks • Adapting to the Future (Environmental Programming, Educational Opportunities) • Improved Safety and Inclusion	*A score in this category indicates that the recommendation is for a new element, amenity, or policy, that directly addresses an unmet need. Unmet needs are those that have been identified in the gap analysis, by the City of Newark, or within the inventory and assessment phase of the Parks and Recreation Master Planning process.* *City of Newark General Plan 2013, City of Newark Citywide Parks Master Plan 2017, Park and Recreation Questionnaire, Community Stakeholder Meetings*	Maximum of 3 points: 1 point per principle

Service Area (3)	*This category recognizes the parks that were determined to be of high, medium, and low use through community feedback. Recommendations were sorted based on the density/use of the park that they are recommended for.* *Park and Recreation Questionnaire (PRQ), Stakeholder Meetings and Community Meetings – Community providing information on high use and high density parks.*	Maximum of 3 points: - 3 points for high density/use - 2 points for medium density/use - 1 point for low density/use
Potential Revenue Generation (2) • Opportunity for revenue sources to maintain the parks or fund projects.	*This category indicates that the recommendation has potential for long-term funding (such as field rentals) or short-term funding (one-time picnic rentals, etc.)* *Opportunities highlighted by Stakeholder meetings, City resources, and EOS.*	Maximum of 2: - 2 points for long term revenue - 1 point for short term revenue
Included in Previous Planning (2) • City of Newark General Plan • Citywide Parks Master Plan • Pedestrian and Bicycle Master Plan • City of Newark Greater NewPark Masterplan • NewPark Place Specific Plan • Bayside Newark Specific Plan • Old Town Specific Plan • Housing Element HDC Review Draft • FMC Willow and Grand Park Plan • Dumbarton Transit Oriented Development Specific Plan • Southwest Newark Residential & Recreational Project • City of Newark Climate Action Plan	*This category recognizes that the recommendation has been identified as a goal, priority, or action within an existing planning effort/report for the City of Newark.*	Maximum 2 point: - 2 point for inclusion in previous planning
Operational efficiency (1)	*This category indicates that addressing the project will lead to significant savings in staff time and City resources.*	Maximum of 1 point: - 1 point if it will lead to significant savings in staff time and City resources

Prioritization of Recommendation Matrix

Recommendations	Code and Regulation Compliance (5)	High Priority of the Community (4)	Fulfills Unmet Needs (3)	Service Area (3)	Potential Revenue Generation (2)	Included in Pervious Planning Efforts (2)	Operational Efficiency (1)	Total
Improved/More Frequent cleaning in parks/grounds	5	2	1	3		2	1	14
Bathrooms - Improved maintenance	5	2	1	3		2	1	14
Lighted Courts/Fields	3	4	1	3		2	1	14
Replace Outdated Equipment	5	4	1	2		2		14
ADA Facilities and Path Maintenance	5	2	1	2		2	1	13
Infrastructure Maintenance	5	2	1	2		2	1	13
Playground - Improved maintenance	5	2	1	2		2	1	13
Field - Maintenance to fix the current ground issues that create safety and playing hazards	4	2	1	2		2	1	12
Bathrooms - New	4	4		1		2		11
All Abilities Playground		4	2	2		2		10
Trails and Pathways		4	2	2		2		10
Additional Lighting		4	1	3		2		10
Irrigation - New or improved maintenance	2	2	1	1		2	1	9
Playgrounds - Additional		4	1	2		2		9
Early Education Childhood Facilities/Playgrounds		4	2	1		2		9
Picnic Area		4		2	1	2		9
Drinking Fountains	2	4		1		2		9
Community Garden		2	1	1	2	2		8
Reservation for Amenities			1	1	2	2	1	7
Forest Management Plan			1	1	2	2	1	7
Soccer Field		2		2	1	2		7
Baseball Field		2		2	1	2		7
Cricket Pitch		2		2	1	2		7
Interactive Play Structures		2	2	1		2		7
Splash Pad		2		3		2		7
Multi-Purpose Fields		4		1		2		7
Softball Field		2		2		2		6
Basketball Courts		2		2		2		6
Trails - Bike		2	1	1		2		6
Shade Structure		2		2		2		6
Tree Replacement Program		2	1	1	1		1	6
Address Mosquito Problem	2	2	1	1				6
Amphitheater			1	1	1	2		5
Volleyball Court		2		1		2		5
Tennis Courts		2		1		2		5
Swimming Pool		2		1		2		5
BBQ Area		2		1		2		5
Seating Area - Shaded Lawn Area		2		1		2		5
Seating Area - Bleachers		2		1		2		5
Bike Racks		2		1		2		5
Football Field		2		2				4
Futsal Field		2		1	1			4
Off-Leash Dog Park				1		2		3
Bike Pump Track				1		2		3
Convenience Stand				1	2			3
Pickleball Court		2		1				3
Batting Cages for Baseball and Cricket				1				1



Newark Citywide Parks Master Plan Update

PLAYGROUND SAFETY AUDIT

rhaa Landscape Architecture & Planning

NEWARK california

PLAYGROUND SAFETY AUDIT

PREPARED FOR CITY OF NEWARK

Provided by Sedgwick Risk Control Services
Iris Penales, CPSI #60001-0227
Sr. Consultant
1750 Creekside Oaks Drive, Suite 200
Sacramento, CA 95833
901.483.7726
iris.penales@sedgwick.com

March 2024

Executive Summary

A certified playground safety inspection and audit of the City of Newark playgrounds was conducted by certified playground safety inspector Iris Penales, CPSI #60001-0227, of Sedgwick Risk Control Services on March 19 and 20, 2024. The following parks were inspected:

- Birch Grove Park
- Byington Park
- Civic Center Park
- Community Center Park
- Jerry Raber Ash Street Park
- Mayhews Landing Park
- Mirabeau Park
- Musick Park
- Silliman Preschool Playground
- Susan Johnson Bridgepointe Park

This report contains findings and recommendations for Birch Grove Park.

The conditions of the playgrounds observed were measured against the standards established by the American Society for Testing and Materials (ASTM) Standard F1487-21 and the guidelines established by Consumer Product Safety Commission (CPSC) Handbook for Public Playground Safety, Publication # 325 (2015). A copy of ASTM F1487-21 and other ASTM standards may be purchased at http://www.astm.org. The CPSC Handbook for Public Playground Safety, Publication # 325, is a public document that may be downloaded at no charge from http://www.cpsc.gov.

The state of California does not require the certified playground safety inspectors establish the critical height value of the protective surfacing while conducting playground audits. It is the responsibility of the playground owner/operator to install and maintain protective surface material to the appropriate critical height value. This report does contain observation statements regarding the condition of the protective surfacing observed at the time of the site visit. The entity is encouraged to review its playground installation records, the manufacturer's instructions, and the vendor recommendations to ensure the protective surface material at its playgrounds is being maintained to the critical height value necessary for each of its playgrounds.

Disclaimer

The inspector and Sedgwick have made a sincere effort to conduct a thorough survey, but there is no guarantee that all existing or potential hazards have been identified and documented. This report is based on conditions at the time of the survey, information provided by the entity, and conditions apparent during the survey. The information in this report does not guarantee operations noted are in compliance with federal, state, or local laws or regulations. Further, the absence of comment or recommendation on a given area does not mean the area is in compliance with all acceptable codes and statutes, conforms to good practices and procedures, or is without a loss potential. The entity's compliance with these

recommendations is not a guarantee that losses will be prevented or reduced. These recommendations are not a substitute for the entity's responsibility to administer its safety and risk control programs.

Introduction

On January 1, 2000, California's playground regulation went into effect. This regulation adopted by reference certain sections of the CPSC Handbook for Public Playground Safety and certain sections of the ASTM Standard F 1487-98. The other source document used is the California Code of Regulations (Title 22, Division 4, and Chapter 22). In September of 2005, the state of California passed AB 1144, which rescinded the specifics of the playground regulations specified in Chapter 22 and directed the State Department of Health Services to adopt and amend, as necessary, its playground safety standards in order to meet current ASTM standards for playground safety. AB 1144 still requires all public playgrounds be inspected by a certified playground safety inspector (CPSI) for all new playground installations and renovations. The terms "toddler," "preschool," and "school age" are used to reference the user age group for whom the playground structures were designed. "Toddler" is defined to mean users under the age of 2 years. "Preschool" is defined to mean users aged 2 to 5 years old. "School age" is defined to mean users aged 5 to 12 years old.

Hazard Priority Ratings

To facilitate the timely correction of hazards, hazards identified during a playground or park inspection are prioritized based on the following factors:

Possibility – the likelihood that users would come into contact with the hazard
Probability – the probability that users could have an accident as a result of the hazard
Consequences – the most likely level of injury that may result

Priority	Severity of Injury	Owner/Operator Response
1	Permanent disability, loss of life or body part	Condition should be corrected immediately
2	Serious injury resulting in temporary disability	Condition should be corrected as soon as possible
3	Minor (non-disabling) injury	Condition should be corrected very soon
4	Potential for injury very minimal	Condition should be corrected if it worsens
5	Existing condition does not present a hazard at this time, or the condition is non-compliant without posing a risk of injury	Action determined by the entity based on its priorities

As CPSIs, we prioritized the hazards we observed during the audit; however, the responsibility to prioritize and to address them lies with the entity as the owner and operator of the playgrounds.

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Playground Standards and Resources

American Society for Testing & Materials (ASTM)
100 Barr Harbor Drive
West Conshohocken, PA 19428-2959
610-832-9585
http://www.astm.org/index.html

Visit the ASTM website for all technical documents. ASTM requires a licensing agreement for access to all Standard documents.

U.S. Consumer Product Safety Commission (CPSC)
Washington, DC 20207
800-638-2772
http://www.cpsc.gov

Visit the CPSC website for free access to Publication Number 325 – Public Playground Safety Handbook, other playground safety related publications, or to report a product hazard or product-related injury.

United States Access Board
1331 F Street, NW, Suite 1000
Washington, DC 20004-1111
800-872-2253
http://www.access-board.gov

Visit the U.S. Access Board website for the latest information on the proposed Federal ADA Playground Design Regulations and available accessibility guidelines.

Birch Grove Park

38080 Birch St, Newark, CA 94560

The park consists of two playgrounds designated for ages 2-12. Each playground has a composite play structure. One of the playgrounds has a belt swing set and an enclosed swing set. The other playground has surrounding rock structures designed as slides, tunnels, and caves.

Signage: The commercial play structures have sticker labels indicating the intended user age groups (2 to 5 years old and 5 to 12 years), manufacturer information, recommendation for adult supervision, and applicable warnings. Consider removing the sticker labels on the enclosed swing set indicating ages 5-12. It is unclear what age group the rock structures are intended for.

Surfacing Material: The surfacing material underneath the play structures is loose-fill engineered wood fiber. The surfacing seems slightly low, particularly underneath the slides (see observation BGPP-2024-05).

Composite Play Structure 1 (Ages 2-5 & 5-12)	Belt Swing Set (Ages 5-12)	Enclosed Swing Set (Ages 2-5)
		
Manufacturer: GameTime	Manufacturer: GameTime	Manufacturer: GameTime

Composite Play Structure 2 (Ages 2-5 & 5-12)	Rock Structures
	
Manufacturer: GameTime	Manufacturer: Unknown

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Playground Findings

Birch Grove Park Playground

Rec No.	Priority	Reference ASTM	Reference CPSC	Equipment	Observation	Recommendation	Photos
BGPP-2024-01	1	6.4.1.2 6.4.4	3.2 5.3.6.7	Composite Play Structure 2 Blue wave slide	Gaps between the slide chute and the transition platform and slide sections are likely to catch clothing, especially strings or cords that children may have around their necks.	The manufacturer should be contacted to determine what steps should be taken to eliminate the entanglement and strangulation hazard.	 

Birch Grove Park Playground

Rec No.	Priority	Reference ASTM	Reference CPSC	Equipment	Observation	Recommendation	Photos
BGPP-2024-02	1	8.6.5.1 (5)	5.3.8 Figure 23 (Table 7) Minimum Clearances for Single-Axis Swings	Enclosed Seat Swings	The vertical distance between the underside of the enclosed swing seat and the surfacing material should be no less than 24 inches. The distance between the swing seats and the surfacing material is approximately 20 inches.	To prevent the risk of a tip over and fall hazard, raise the enclosed swing seat by at least 4 inches.	 

Birch Grove Park Playground

Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
BGPP-2024-03	2	13	4	Belt and Enclosed Seat Swings	Pivot hardware and chain links wear rapidly at the point where they contact other hardware.	Pivot hardware should be inspected frequently and replaced when the wear reaches 50% of the original hardware diameter.	 

Birch Grove Park Playground

Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
BGPP-2024-04	2	4.4.5	2.5.2 3.2 5.3.8.1	Belt and Enclosed Seat Swings	Open S-hooks can catch a child's clothing and present an entanglement hazard. The opening between the end of the S-hook and the body of the S-hook should not be greater than 0.04 inches, about the thickness of a dime.	S-hooks should be pinched closed. Refer to the playground standards for instructions on how to properly close a S-hook.	

Birch Grove Park Playground

Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
BGPP-2024-06	4	4.1.1	2.5.4	All Play Structures	There are signs of worn, chipping, or peeling paint or protective coating. Having exposed areas of bare metal may cause increased deterioration in the components because of exposure to weather conditions.	The manufacturer should be contacted to determine what steps should be taken to repaint exposed areas.	 

Birch Grove Park Playground

Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
BGPP-2024-05	4	8.5.5.3	5.3.6.4	Composite Play Structure 2 Yellow Curved Slide	The height of the chute exit and should be at a maximum of 11 inches above the protective surfacing material for slides at a height at or less than 48 inches. The height of the slide is 36.5 inches, and the chute exit is greater than 11 inches (13 inches).	Surfacing material should be added or re-distributed in this area to improve conditions and reduce the risk of head impact injuries. Impact attenuating mats placed in high traffic areas, such as at slide exits, can significantly reduce displacement.	 

Birch Grove Park Playground

Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
BGPP-2024-07	5	9.1 9.2 7.5	5.1.1 5.1.3 5.3.10	Rock structures surrounding playground	Given the slide and tunnel structures, it should be treated as play structures. There needs to be a proper use zone of at least six feet of surfacing material surrounding the play structures.	The use zone should extend a minimum of 6 feet in all directions from the perimeter of the equipment. The stairs and handrails should be compliant per ASTM and CPSC playground standards.	  

Susan Johnson Bridgepointe Park

36111 Spruce St, Newark, CA 94560

The park has one playground containing a composite play structure and a swing set.

Signage: The composite play structure has sticker labels indicating the intended user age group (ages 2-5and 5-12), manufacturer information, recommendation for adult supervision, and applicable warnings. The same sticker labels should be placed on the swing set (see observation SIBP-2024-05).

Surfacing Material: The surfacing material underneath the play structures is loose-fill engineered wood fiber. The loose-fill surfacing seems inadequate around both rock structures and underneath slides (see observation SIBP-2024-04).

Composite Play Structure (ages 2 to 5 and 5-12)	Belt and Enclosed Seat Swing Set
	
Manufacturer: GameTime	Manufacturer: GameTime

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Playground Findings

Susan Johnson Bridgepointe Playground

Rec No.	Priority	Reference ASTM	Reference CPSC	Equipment	Observation	Recommendation	Photos
SIBP-2024-01	1	4.4.1.2 4.4.1	3.2 5.3.6.7	Composite Play Structure Metal Spiral Slide	In between the support post and slide, there are multiple openings or gaps where clothing can get caught or entangled and possibly lead to a strangulation hazard. Note: The thickness of the gauge is 0.12 inches.	The manufacturer should be contacted to determine what steps should be taken to eliminate the entanglement and strangulation hazards.	  

Susan Johnson Bridgepointe Playground

Rec No.	Priority	Reference ASTM	Reference CPSC	Equipment	Observation	Recommendation	Photos
SIBP-2024-02	2	4.4.5	2.5.2 3.2 5.3.8.1	Composite Play Structure Overhead rings Chain climber Swing Set	Open S-hooks can catch a child's clothing and present an entanglement hazard. The opening between the end of the S-hook and the body of the S-hook should not be greater than 0.04 inches, about the thickness of a dime.	S-hooks should be pinched closed. Refer to the playground standards for instructions on how to properly close a S-hook.	 

Susan Johnson Bridgepointe Playground

Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
SJBP-2024-02 Cont.	2	4.4.5	2.5.2 3.2 5.3.8.1	Composite Play Structure Overhead rings Chain climber Swing Set	Open S-hooks can catch a child's clothing and present an entanglement hazard. The opening between the end of the S-hook and the body of the S-hook should not be greater than 0.04 inches, about the thickness of a dime.	S-hooks should be pinched closed. Refer to the playground standards for instructions on how to properly close a S-hook.	  

Susan Johnson Bridgepointe Playground

Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
SJBP-2024-03	3	4.3.1	2.1 2.1.1 2.5.3 2.5.4 5.3.6	Composite Play Structure Metal Slides	Un-shaded metal slides can get extremely hot when exposed to direct sunlight. This presents an elevated risk of burns to users. There are signs of worn, chipping, or peeling paint or protective coating on the rest of the play structures. Having exposed areas of bare metal may cause increased deterioration in the components because of exposure to weather conditions.	The manufacturer should be contacted to determine what steps should be taken to repaint exposed areas. Metal slides should be in a shaded area or provided with a means of shading to reduce this hazard.	  

Susan Johnson Bridgepointe Playground

Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
SJBP-2024-02 Cont.	2	4.4.5	2.5.2 3.2 5.3.8.1	Composite Play Structure Overhead rings Chain climber Swing Set	Open S-hooks can catch a child's clothing and present an entanglement hazard. The opening between the end of the S-hook and the body of the S-hook should not be greater than 0.04 inches, about the thickness of a dime.	S-hooks should be pinched closed. Refer to the playground standards for instructions on how to properly close a S-hook.	 

Susan Johnson Bridgepointe Playground

Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
SJBP-2024-04	4	8.5.5.3	5.3.6.4	Composite Play Structure Metal Spiral Slide	The height of the chute exit end should be between 7 and 15 inches above the protective surfacing material for slides at a height greater than 48 inches. The exit height for the metal spiral slide is 20 inches.	Surfacing material should be added or re-distributed in this area to improve conditions and reduce the risk of head impact injuries. Impact attenuating mats placed in high traffic areas, such as at slide exits, can significantly reduce displacement.	
SJBP-2024-05	5	14 15	2.2.6	Swing Set	The required signage or sticker labels are missing on the swing set. All play structures should be equipped with signage indicating the user age group, along with supervision requirements, and any relevant warning statements.	The manufacturer should be contacted to obtain the required labeling. Once the labels are obtained, they should be installed and maintained.	

Civic Center Park

6300 Civic Terrace Ave, Newark, CA 94560

The park consists of one playground with a composite play structure designed for ages 5-12, a swing set containing both belt and enclosed swing seats, a tire swing, and two spring rockers.

Signage: The composite play structure has sticker labels indicating the intended user age group of 5 to 12 years, manufacturer information, recommendation for adult supervision, and applicable warnings. The stickers are slightly torn and should be replaced (see observation CCP-2024-11). The other play structures such as the swing set and tire swing need sticker labels.

Surfacing Material: The surfacing material underneath the play structures is loose-fill engineered wood fiber. The surfacing seems slightly low, particularly around the spring rockers and underneath slides (see observations CCP-2024-02 and CCP-2024-10).

Composite play structure (Ages 5-12)	Swing Set	Spring rockers
		
Manufacturer: Landscape Structures	Manufacturer: Landscape Structures	Manufacturer: Tuff Riders

Tire Swing	Spring rockers
	
Manufacturer: Landscape Structures	Manufacturer: Tuff Riders

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Civic Center Park Playground

Rec No.	Priority	Reference ASTM	Reference CPSC	Equipment	Observation	Recommendation	Photos
CCP-2024-01	1	6.4.1.3 6.4.4	3.2 5.3.6.7	Composite play structure Blue dual slide	Gaps between the slide chute and the transition platform and slide sections are likely to catch clothing, especially strings or cords that children may have around their necks.	The manufacturer should be contacted to determine what steps should be taken to eliminate the entanglement and strangulation hazard.	 

Civic Center Park Playground

Rec No.	Priority	Reference ASTM	Reference CPSC	Equipment	Observation	Recommendation	Photos
CCP-2024-02	2	13.2	2.6	Spring rockers	The footings under the rocker were exposed. A serious or life-threatening injury could occur if a child were to fall and strike his or her head on the footing. Surfacing material appears to be low in other areas such as the slides.	The depth of the surfacing material should be checked to ensure the depth adequately covers the footing of the spring rockers. The footings on structures should be checked regularly to ensure the footings are not exposed.	 

Civic Center Park Playground

Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
CCP-2024-03	2	6.4.5	2.5.2 3.2 5.3.8.1	Enclosed seat swings	Open S-hooks can catch a child's clothing and present an entanglement hazard. The opening between the end of the S-hook and the body of the S-hook should not be greater than 0.04 inches, about the thickness of a dime.	S-hooks should be pinched closed. Refer to the playground standards for instructions on how to properly close a S-hook.	 

Civic Center Park Playground

Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
CCP-2024-06	3	13	3.2 4	Tire swing	There are multiple protruding bolts underneath the tire swing. Bolts should not expose more than two threads beyond the end of the nut, which forms a protrusion/laceration hazard.	Trim exposed threading on bolts to reduce the risk of accidental contact and injury.	 

Civic Center Park Playground

Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
CCP-2024-04	2	13	4	Tire swing	Pivot hardware and chain links wear rapidly at the point where they contact other hardware.	Pivot hardware should be inspected frequently and replaced when the wear reaches 50% of the original hardware diameter.	
CCP-2024-05	3	13	4	Composite Play Structure Bridge	The exposed metal cables may present a laceration and/or crush and shear hazard. In addition, having exposed areas of bare metal may cause increased deterioration in the components because of exposure to weather conditions.	The manufacturer should be contacted to determine what steps should be taken to cover or modify the cables.	 

Civic Center Park Playground

Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
CCP-2024-07	3	6.5.1.1 3.1.3.0 13	3.1 3.6 4	Composite Play Structure Horizontal bars	One of the horizontal bars was removed leaving behind the support pole attachment brackets. The bottom bracket presents a trip hazard. The rung holes on the top brackets are large enough to fit a child's finger.	Remove the brackets per manufacturer's recommendations for correction. Contact the manufacturer to provide recommendations on replacement parts.	  

Civic Center Park Playground

Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
CCP-2024-08	3	10	3.2 4	Spring rockers	There are multiple protruding bolts underneath the tire swing. Bolts should not expose more than two threads beyond the end of the nut, which forms a protrusion/laceration hazard. There are also several missing bolts. In spite of this, there are no loose components on the spring rockers.	Trim exposed threading on bolts to reduce the risk of accidental contact and injury.	 
CCP-2024-09	4	4.1.1	2.5.4	Composite Play Structure Spring rockers	There are signs of worn, chipping, or peeling paint or protective coating. Having exposed areas of bare metal may cause increased deterioration in the components because of exposure to weather conditions.	The manufacturer should be contacted to determine what steps should be taken to repaint exposed areas.	

Civic Center Park Playground

Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
CCP-2024-10	4	8.5.5.3	5.3.6.4	Composite Play Structure Slides	The height of the chute exit end should be between 7 and 15 inches above the protective surfacing material for slides at a height greater than 48 inches.	Surfacing material should be added or re-distributed in this area to improve conditions and reduce the risk of head impact injuries. Impact attenuating mats placed in high traffic areas, such as at slide exits, can significantly reduce displacement.	 

Birch Grove Park Playground

Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
BGPP-2024-07	5	9.1 9.2 7.5	5.1.2 5.1.3 5.3.10	Rock structures surrounding playground	Given the slide and tunnel structures, it should be treated as play structures. There needs to be a proper use zone of at least six feet of surfacing material surrounding the play structures.	The use zone should extend a minimum of 6 feet in all directions from the perimeter of the equipment. The stairs and handrails should be compliant per ASTM and CPSC playground standards.	  

Community Center Park

35501 Cedar Blvd, Newark, CA 94560

The park consists of two playgrounds with a composite play structure, a swing set, and rock structures intended for play. One of the playgrounds has a spring rocker.

Signage: Composite Play Structure 2 has sticker labels indicating the intended user age groups (2 to 5 years old and 5 to 12 years), manufacturer information, recommendation for adult supervision, and applicable warnings. The rest of the play structures do not have required signage or sticker labels (see observation CCPP-2024-07).

Surfacing Material: The surfacing material underneath the play structures is loose-fill engineered wood fiber. There is poured-in-placed rugger surfacing in some areas around the Rock Structures. There are no obvious issues with the rubber surfacing. The loose-fill surfacing seems inadequate around both rock structures and underneath slides (see observations CCPP-2024-02 and CCPP-2024-06).

Composite Play Structure 1	Swing Set	Spring Rocker	Rock Structures 1
			
Manufacturer: GameTime	Manufacturer: GameTime	Manufacturer: GameTime	Manufacturer: Unknown

Composite Play Structure 2 (Ages 2-5 & 5-12)	Swing Set	Rock Structures 2
		
Manufacturer: GameTime	Manufacturer: GameTime	Manufacturer: Unknown

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Community Center Park Playground

Rec No.	Priority	Reference ASTM	Reference CPSC	Equipment	Observation	Recommendation	Photos
CCPP-2024-01	1	6.4.1.2 6.4.1	3.2 5.3.6.7	Composite Play Structure 2 Metal Spiral Slide	In between the support post and slide, there are multiple openings or gaps where clothing can get caught or entangled and possibly lead to a strangulation hazard. There are bolts on the outside of the slide where clothing could get caught or entangled. Note: The thickness of the gauge is 0.12 inches.	The manufacturer should be contacted to determine what steps should be taken to eliminate the entanglement and strangulation hazards.	  

Community Center Park Playground

Rec No.	Priority	Reference ASTM	Reference CPSC	Equipment	Observation	Recommendation	Photos
CCPP-2024-01 Cont.	1	6.4.1.2 6.4.1	3.2 5.3.6.7	Composite Play Structure 2 Metal Spiral Slide	In between the support post and slide, there are multiple openings or gaps where clothing can get caught or entangled and possibly lead to a strangulation hazard. There are bolts on the outside of the slide where clothing could get caught or entangled. Note: The thickness of the gauge is 0.12 inches.	The manufacturer should be contacted to determine what steps should be taken to eliminate the entanglement and strangulation hazards.	  

Community Center Park Playground

Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
CCPP-2024-02	1	9.2.1	5.3.10	Rock Structures 1 & 2	Every play structure requires at least 6 feet of clearance/use zone and fall protection surfacing. There is loose-fill surfacing provided for the rock structures on the side facing the playground. However, asphalt or concrete sidewalk is on the other side of the rock structures. The loose-fill surfacing surrounding Rock Structures 1 is adequate and has grass growing on it, indicating that the surfacing is not being properly maintained as the rest of the playground.	The manufacturer should be contacted to determine what steps should be taken to eliminate the fall hazard. The use zone should extend a minimum of 6 feet from all sides of the play structure.	   

Community Center Park Playground

Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
CCPP-2024-04	3	4.1.1	2.1 2.1.1 2.5.3 2.5.4 5.3.6	Composite Play Structures 2 Metal Slides	Un-shaded metal slides can get extremely hot when exposed to direct sunlight. This presents an elevated risk of burns to users. There are signs of worn, chipping, or peeling paint or protective coating on the rest of the play structures. Having exposed areas of bare metal may cause increased deterioration in the components because of exposure to weather conditions.	The manufacturer should be contacted to determine what steps should be taken to repaint exposed areas. Metal slides should be in a shaded area or provided with a means of shading to reduce this hazard.	   

Community Center Park Playground

Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
CCPP-2024-03	1	8.6.5.1 (5)	5.3.8 Figure 23 (Table 7) Minimum Clearances for Single-Axis Swings	Enclosed Seat Swings	The vertical distance between the underside of the enclosed swing seat and the surfacing material should be no less than 28 inches. The distance between the swing seats and the surfacing material is between 20 and 23 inches.	To prevent the risk of a tip over and fall hazard, raise the enclosed swing seats to 24 inches.	 

Community Center Park Playground

Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
CCPP-2024-05	3	13	3.2 4	Composite Play Structures 1 & 2	There are multiple protruding bolts underneath the platforms of both composite play structures. Bolts should not expose more than two threads beyond the end of the nut, which forms a protrusion/laceration hazard.	Trim exposed threading on bolts to reduce the risk of accidental contact and injury.	  

Community Center Park Playground							
Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
CCPP-2024-06	4	4.5.5.3	5.3.6.4	Composite Play Structure 2 Metal Spiral Slide Plastic Tunnel Slide	The height of the chute exit end should be between 7 and 15 inches above the protective surfacing material for slides at a height greater than 48 inches. The exit height for the metal spiral slide is 20 inches. The exit height for the tunnel slide is 19 inches.	Surfacing material should be added or re-distributed in this area to improve conditions and reduce the risk of head impact injuries. Impact attenuating mats placed in high traffic areas, such as at slide exits, can significantly reduce displacement.	  

Community Center Park Playground							
Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
CCPP-2024-07	5	14 15	2.2.6	Composite Play Structure 1 Swing Sets Spring rocker Rock structures	Only Composite Play Structure 2 has the required sticker labels (see photo). Intended age group stickers are missing on Composite Play Structure 1, the swing sets, the spring rocker, and the rock structures. Faded or defaced warning labels on the composite play structure should be replaced. All play structures should be equipped with signage indicating the user age group, along with supervision requirements, and any relevant warning statements.	The manufacturer should be contacted to obtain the required labeling. Once the labels are obtained, they should be installed and maintained.	

Jerry Raber Ash Street Park

37365 Ash St, Newark, CA 94560

The park consists of two playgrounds separated by a sidewalk. Each playground contains a composite play structure. One of the playgrounds has a belt swing set and a spring rocker.

Signage: Both composite play structures have sticker labels indicating the intended user age groups (2 to 5 years old and 5 to 12 years), manufacturer information, recommendation for adult supervision, and applicable warnings. The rest of the play structures do not have required signage or sticker labels (see observation JRASP-2024-13).

Surfacing Material: The surfacing material underneath the play structures is loose-fill engineered wood fiber. The loose-fill surfacing seems inadequate underneath slides (see observations JRASP-2024-11 and JRASP-2024-12).

Composite Play Structure 1 (Ages 2-5)	Belt Swing Set	Spring Rocker
		
Manufacturer: GameTime	Manufacturer: GameTime	Manufacturer: GameTime

Composite Play Structure 2 (Ages 5-12)

Manufacturer: GameTime

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Jerry Raber Ash Street Park Playground

Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
JRASP-2024-01	1	6.4.1.2 6.4.4	3.2 5.3.6.7	Composite Play Structure 2 Gray spiral slide	Gaps between the slide chute and the transition platform and slide sections are likely to catch clothing, especially strings or cords that children may have around their necks.	The manufacturer should be contacted to determine what steps should be taken to eliminate the entanglement and strangulation hazard.	 

Jerry Raber Ash Street Park Playground

Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
JRASP-2024-02	1	6.4.1.2 6.4.4	3.2 5.3.6.7	Composite Play Structure 1 Blue wave slide	Gaps between the slide chute and the transition platform and slide sections are likely to catch clothing, especially strings or cords that children may have around their necks.	The manufacturer should be contacted to determine what steps should be taken to eliminate the entanglement and strangulation hazard.	 

Jerry Raiber Ash Street Park Playground

Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
JRASP-2024-03	1	6.1	3.3	Composite Play Structure 2 Staircase to Structure	The opening between the support post and guardrail is greater than 3.5 inches and less than 9 inches, which poses a head entrapment. The opening allows the torso probe to pass through but not the head probe. There is potential for the smallest user to slip through the opening and become entrapped at the neck or head.	The manufacturer or playground installer should be contacted to determine what steps can be taken to eliminate the hazard. The openings should be reduced in accordance with manufacturer specification.	 

Jerry Raiber Ash Street Park Playground

Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
JRASP-2024-04	2	12	2.5 4	Composite Play Structure 2 Purple Dual Slide	Cracked or damaged slide beds present an elevated risk of entanglement and laceration.	The cracked or defective slide bed should be repaired or replaced to reduce this hazard.	 

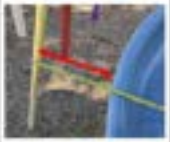
Jerry Raiber Ash Street Park Playground

Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
JRASP-2024-05	2	13	4	Swing Set	Pivot hardware and chain links wear rapidly at the point where they contact other hardware.	Pivot hardware should be inspected frequently and replaced when the wear reaches 50% of the original hardware diameter.	 

Jerry Raiber Ash Street Park Playground

Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
JRASP-2024-06	2	4.2.2	2.5.2 4.2	Composite Play Structure 2 Handrail on the top level	The handrail is secured; however, the cover is loose and can be easily unscrewed. With enough force, the handrail moves slightly and could eventually lead to falls if left unaddressed.	The manufacturer should be contacted to determine what steps should be taken to secure the handrails.	 
JRASP-2024-07	2	4.2.2	2.5.2 4.2	Spring rocker	The spring rocker is secured; however, with enough force, the spring rocker moves.	The manufacturer should be contacted to determine what steps should be taken to repair the spring rocker.	

Jerry Raber Ash Street Park Playground							
Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
JRASP-2024-08	3	6.2 13	3.6 4	Composite Play Structure 2 Climber	Holes and sharp edges on the support post may pose a laceration hazard.	Damaged play equipment should be repaired or replaced.	 

Jerry Raber Ash Street Park Playground							
Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
JRASP-2024-09	4	8.5.6.2 Fig. A1.27		Composite Play Structure 2 Spiral Slide	Spiral slides should have 21 inches of clearance along the slide chute. The support post is less than 21 inches (15 inches) from the edge of the slide chute.	The manufacturer should be contacted to determine what steps should be taken to address this non-compliance.	 

Jerry Raber Ash Street Park Playground							
Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
JRASP-2024-10	4	4.1.1	2.5.4	Composite Play Structures Spring rocker	There are signs of wore, chipping, or peeling paint or protective coating. Having exposed areas of bare metal may cause increased deterioration in the components because of exposure to weather conditions.	The manufacturer should be contacted to determine what steps should be taken to repaint exposed areas.	 

Jerry Raber Ash Street Park Playground							
Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
JRASP-2024-11	4	8.5.5.3	5.3.6.4	Composite Play Structure 1 Purple Straight Slide Composite Play Structure 2 Gray Spiral Slide	The surfacing material appears low or displaced underneath the slide exits. The height of the chute exit end should be between 7 and 15 inches above the protective surfacing material for slides at a height greater than 48 inches. The purple slide is 17 inches, and the gray slide is 22 inches.	Surfacing material should be added or re-distributed in this area to improve conditions and reduce this risk of head impact injuries. Impact attenuating mats placed in high traffic areas, such as at slide exits, can significantly reduce displacement.	 

Jerry Raber Ash Street Park Playground							
Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
IRASP-2024-12	4	8.5.5.3	5.3.6.4	Composite Play Structure 1 Yellow Dual Slide Composite Play Structure 2 Purple Dual Slide	The surfacing material appears low or displaced underneath the slide exits. The height of the chute exit end should be up to 11 inches above the protective surfacing material for slides at a height no greater than 48 inches. The yellow dual slide is 17 inches, and the purple dual slide is 13 inches.	Surfacing material should be added or re-distributed in this area to improve conditions and reduce the risk of head impact injuries. Impact attenuating mats placed in high traffic areas, such as at slide exits, can significantly reduce displacement.	 

Jerry Raber Ash Street Park Playground							
Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
IRASP-2024-13	5	14 15	2.2.6	Throughout playground	Intended age group stickers are missing on the swing set and the spring rocker. Faded or defaced warning labels on the composite play structure should be replaced. All play structures should be equipped with signage indicating the user age group, along with supervision requirements, and any relevant warning statements.	The manufacturer should be contacted to obtain the required labeling. Once the labels are obtained, they should be installed and maintained.	

Mayhews Landing Park

36380 Cherry St, Newark, CA 94560

The park consists of a gated one playground with two composite play structures, two swing sets, and a spring rocker.

Signage: The composite play structures have sticker labels indicating manufacturer information, recommendation for adult supervision, and applicable warnings, but there are no sticker labels stating the intended user age groups. The rest of the play structures do not have required signage or sticker labels (see observation MLP-2024-06).

Surfacing Material: The surfacing material underneath the play structures is loose-fill engineered wood fiber. The loose-fill surfacing is slightly low underneath the slides (see observations MLP-2024-03 and MLP-2024-04).

Composite Play Structures



Manufacturer: GameTime

Belt Seat Swing Set	Enclosed Seat Swing Set	Spring Rocker
		
Manufacturer: GameTime	Manufacturer: GameTime	Manufacturer: GameTime

City of Newark
Playground Safety Audit

Playground Findings

Mayhews Landing Park Playground

Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
MLP-2024-01	2	13	4	Belt and enclosed seat swing sets	Pivot hardware and chain links wear rapidly at the point where they contact other hardware.	Pivot hardware should be inspected frequently and replaced when the wear reaches 50% of the original hardware diameter.	  

Mayhews Landing Park Playground

Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
MLP-2024-02	3	12	2.5 4	Composite Play Structure 1 Yellow spiral slide Yellow curved slide	Minor cracked or damaged slide beds present an elevated risk of entanglement and laceration.	The cracked or defective slide bed should be repaired or replaced to reduce this hazard.	 

Mayhews Landing Park Playground

Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
MLP-2024-03	4	8.5.5.3	5.3.6.4	Composite Play Structure 1 Yellow spiral slide	The surfacing material appears low or displaced underneath the slide exits. The height of the chute exit end should be between 7 and 15 inches above the protective surfacing material for slides at a height greater than 48 inches. The spiral slide is 17 inches.	Surfacing material should be added or re-distributed in this area to improve conditions and reduce this risk of head impact injuries. Impact attenuating mats placed in high traffic areas, such as at slide exits, can significantly reduce displacement.	 

Mayhews Landing Park Playground

Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
MLP-2024-04	4	8.5.5.3	5.3.6.4	Composite Play Structure 2 Yellow Tube Slide	The surfacing material appears low or displaced underneath the slide exits. The height of the chute exit end should be up to 11 inches above the protective surfacing material for slides at a height no greater than 48 inches. The height of chute exit of the yellow tube slide is 12 inches.	Surfacing material should be added or re-distributed in this area to improve conditions and reduce the risk of head impact injuries. Impact attenuating mats placed in high traffic areas, such as at slide exits, can significantly reduce displacement.	 

Mayhews Landing Park Playground

Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
MLP-2024-05	4	4.1.1	2.5.4	Composite Play Structures	There are signs of worn, chipping, or peeling paint or protective coating. Having exposed areas of bare metal may cause increased deterioration in the components because of exposure to weather conditions.	The manufacturer should be contacted to determine what steps should be taken to repaint exposed areas.	
MLP-2024-06	5	14 15	2.2.6	Throughout playground	Intended age group stickers are missing on the play structures. All play structures should be equipped with signage indicating the user age group, along with supervision requirements, and any relevant warning statements.	The manufacturer should be contacted to obtain the required labeling. Once the labels are obtained, they should be installed and maintained.	

City of Newark
Playground Safety Audit

Mirabeau Park

35820 Haley St, Newark, CA 94560

The park consists of a playground containing two composite play structures and a swing set.

Signage: All play structures have sticker labels indicating manufacturer information, recommendation for adult supervision, and applicable warnings. One of the composite play structures has stickers indicating the intended user age groups (2 to 5 years old and 5 to 12 years), however the rest of the play structures do not have the required signage or stickers (see observation MP-2024-10).

Surfacing Material: The surfacing material underneath the play structures is loose-fill engineered wood fiber. The loose-fill surfacing seems inadequate underneath slides (see observation MP-2024-09).

Composite Play Structure 1 (2 to 5 years old and 5 to 12 years)	Composite Play Structure 2	Swing Set (belt and enclosed seats)
		
Manufacturer: GameTime	Manufacturer: GameTime	Manufacturer: GameTime

City of Newark
Playground Safety Audit

Playground Findings

Mirabeau Park Playground

Rec No.	Priority	Reference ASTM	Reference CPSC	Equipment	Observation	Recommendation	Photos
MP-2024-01	1	6.4.1.2 12	2.5 3.2 8 5.3.6.7	Composite Play Structure 1 Yellow wavy slide	Gaps between the slide chute and the transition platform and slide sections are likely to catch clothing, especially strings or cords that children may have around their necks. There are minor cracks on the slide bed. Cracked or damaged slide beds present an elevated risk of entanglement and laceration.	The manufacturer should be contacted to determine what steps should be taken to eliminate the entanglement and strangulation hazards.	   

Mirabeau Park Playground

Rec No.	Priority	Reference ASTM	Reference CPSC	Equipment	Observation	Recommendation	Photos
MP-2024-02	1	6.1	3.3	Composite Play Structure 1 Adjacent platform steps	The opening between the support post and guardrail is greater than 3.5 inches and less than 9 inches, which poses a head entrapment. The opening allows the torso probe to pass through but not the head probe. There is potential for the smallest user to slip through the opening and become entrapped at the neck or head.	The manufacturer or playground installer should be contacted to determine what steps can be taken to eliminate the hazard. The openings should be reduced in accordance with manufacturer specification.	 

Mirabeau Park Playground

Rec No.	Priority	Reference ASTM	Reference CPSC	Equipment	Observation	Recommendation	Photos
MP-2024-03	1	8.6.5.1 (5)	5.3.8 Figure 23 (Table 7) Minimum Clearances for Single-Axis Swings	Enclosed Seat Swings	The vertical distance between the underside of the enclosed swing seat and the surfacing material should be no less than 24 inches. The distance between the swing seats and the surfacing material is 21.5 and 22 inches.	To prevent the risk of a tip over and fall hazard, raise the enclosed swing seats to 24 inches.	 
MP-2024-04	1	8.6.5.1 (3)	5.3.8 Figure 23 (Table 7) Minimum Clearances for Single-Axis Swings	Belt Seat Swings	The horizontal distance between the support post and the swing chain should be no less than 30 inches. The distance between the swings and the support posts is 15 and 17 inches.	To minimize collision between a swing and the adjacent support post, relocate the swing so that it is 30 inches from the support post.	

Mirabeau Park Playground							
Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
MP-2024-05	1	8.6.5.1	5.3.8 Figure 23 (Table 7) Minimum Clearances for Single-Axis Swings	Enclosed Seat Swings	The horizontal distance between the support post and the swing chain should be no less than 20 inches. The distance between the swings and the support posts is 18 and 19 inches.	To minimize collision between a swing and the adjacent support post, relocate the enclosed seat swing so that it is 20 inches from the support post.	
MP-2024-06	2	13	4	Swing Set	Pivot hardware and chain links wear rapidly at the point where they contact other hardware.	Pivot hardware should be inspected frequently and replaced when the wear reaches 50% of the original hardware diameter.	

Mirabeau Park Playground							
Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
MP-2024-07	3	4.1.1	2.5.4	Composite Play Structures	There are signs of worn, chipping, or peeling paint or protective coating. Having exposed areas of bare metal may cause increased deterioration in the components because of exposure to weather conditions. The exposed metal could potentially get hot enough to burn users.	The manufacturer should be contacted to determine what steps should be taken to repaint exposed areas.	  

Mirabeau Park Playground							
Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
MP-2024-08	3	6.2 13	3.4 4	Composite Play Structure 1 Underneath wavy slide	Holes and sharp edges underneath the slide may pose a laceration hazard.	Damaged play equipment should be repaired or replaced.	

Mirabeau Park Playground							
Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
MP-2024-09	4	8.5.5.1	5.3.6.4	Composite Play Structure 2 Yellow tube slide	The surfacing material appears low or displaced underneath the slide exits. The height of the chute exit end should be up to 11 inches above the protective surfacing material for slides at a height no greater than 48 inches. The exit height of the tube slide is 14 inches.	Surfacing material should be added or re-distributed in this area to improve conditions and reduce this risk of head impact injuries. Impact attenuating mats placed in high traffic areas, such as at slide exits, can significantly reduce displacement.	 

Mirabeau Park Playground							
Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
MP-2024-10	5	14 15	2.2.6	Composite Play Structure 2	Composite Play Structure 1 has the required signage (see photo). Intended age group stickers are missing on Composite Play Structure 2 and the swing set. All play structures should be equipped with signage indicating the user age group, along with supervision requirements, and any relevant warning statements.	The manufacturer should be contacted to obtain the required labeling. Once the labels are obtained, they should be installed and maintained.	

Musick Park

5593 Musick Ave, Newark, CA 94560

The park has one playground containing a composite play structure and a swing set.

Signage: The composite play structure and the swing set have sticker labels indicating manufacturer information, recommendation for adult supervision, and applicable warnings. The play structures do not have stickers indicating the intended user age groups (see observation MPP-2024-02).

Surfacing Material: The surfacing material underneath the play structures is loose-fill engineered wood fiber. There are no obvious issues with the surfacing material.

Composite Play Structure (2 to 5 years old and 5 to 12 years)	Enclosed Seat Swing Set
	
Manufacturer: GameTime	Manufacturer: GameTime

City of Newark
Playground Safety Audit

Playground Findings

Musick Park Playground

Rec No.	Priority	Reference ASTM	Reference CPSC	Equipment	Observation	Recommendation	Photos
MPP-2024-01	1	8.6.5.1 (5)	5.3.8 Figure 23 (Table 7) Minimum Clearances for Single-Axis Swings	Enclosed Seat Swings	The vertical distance between the underside of the enclosed swing seat and the surfacing material should be no less than 24 inches. The distance between the swing seats and the surfacing material is 12 and 16 inches.	To prevent the risk of a tip over and fall hazard, raise the enclosed swing seats to 24 inches above the surfacing material.	 

Musick Park Playground

Rec No.	Priority	Reference ASTM	Reference CPSC	Equipment	Observation	Recommendation	Photos
MPP-2024-02	5	14 15	2.2.6	Throughout the playground	Intended age group stickers are missing on the composite play structure and the swing set. All play structures should be equipped with signage indicating the user age group, along with supervision requirements, and any relevant warning statements.	The manufacturer should be contacted to obtain the required labeling. Once the labels are obtained, they should be installed and maintained.	

Silliman Center Preschool Playground

6800 Mowry Ave, Newark, CA 94560

The preschool has one playground containing a composite play structure and a playhouse.

Signage: The composite play structure has sticker labels indicating the intended user age group (ages 2-5), manufacturer information, recommendation for adult supervision, and applicable warnings. The same sticker labels should be placed on the playhouse. Any torn or faded stickers should be replaced (see observation SCPP-2024-06).

Surfacing Material: The protective surfacing material underneath the play structures is poured-in-place rubber surfacing. There are minor cracks and voids in the surfacing for the composite play structures and should be repaired (see observation SCPP-2023-02).

Composite Play Structure (ages 2 to 5)	Playhouse
	
Manufacturer: Landscape Structures	Manufacturer: Landscape Structures

City of Newark
Playground Safety Audit

Playground Findings

Silliman Center Preschool Playground

Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
SCPP-2024-01	1	6.4.1.2 12	2.5 3.2 4 5.3.6.7	Composite Play Structure All slides	Gaps between the slide chute and the transition platform and slide sections are likely to catch clothing, especially strings or cords that children may have around their necks. Note: The thickness of the gauge is 0.12 inches.	The manufacturer should be contacted to determine what steps should be taken to eliminate the entanglement and strangulation hazards.	 

Silliman Center Preschool Playground

Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
SCPP-2024-02	2	10.2.1	2.4.2.1	Poured-in-Place Surfacing Material Playground Perimeter	There are multiple voids and raised edges in the poured-in-place rubber surfacing material.	Inspect the surfacing material more frequently for conditions that may potentially lead to trip hazards and risk of head impact injuries. Repair voids and raised edges in the surfacing material per manufacturer or installer guidelines. Ensure documentation verifying the impact attenuation of the surfacing material is maintained. Testing should be conducted in accordance with the ASTM F1292 standard.	 

Sillman Center Preschool Playground							
Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
SCPP-2024-03	3	3.1.50 13.1	3.6 4.1 4.2	Sand box Poured-in-Place Surfacing Material	Large traces of sand are found on the poured-in-place surfacing material and underneath the composite play structure, which presents an elevated slip hazard.	Any walking surfaces near sand areas should be inspected and swept regularly to reduce the slip hazard.	 

Sillman Center Preschool Playground							
Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
SCPP-2024-04	4	8.5.5.3	5.3.6.4	Composite Play Structure Dual Slide	The height of the chute exit end should be between 7 and 15 inches above the protective surfacing material for slides at a height greater than 48 inches. The height of the slide is approximately 45 inches, and the height of the chute exit is less than 7 inches (4 inches).	Consider consulting with the manufacturer before making any modifications to the play structure or surfacing.	
SCPP-2024-05	4	3.1.50	3.6	Composite Play Structure	A part embedded in the poured-in-place rubber protective surfacing presents a trip hazard.	Consider consulting with the manufacturer before making any modifications to the protective surfacing.	

Sillman Center Preschool Playground							
Rec No.	Priority	Reference		Equipment	Observation	Recommendation	Photos
		ASTM	CPSC				
SCPP-2024-06	5	14 15	2.2.6	Composite Play Structure	Faded or defaced warning labels should be replaced. All play structures should be equipped with signage indicating the user age group, along with supervision requirements, and any relevant warning statements.	The manufacturer should be contacted to obtain the required labeling. Once the labels are obtained, they should be installed and maintained.	



City of Newark

CITYWIDE PARKS MASTER PLAN UPDATE

DRAFT October, 2024

NEWARK california



NEWARK CITYWIDE PARKS

Master Plan Update

October 24, 2024



EXECUTIVE SUMMARY

1. PURPOSE

2. SCOPE

A. Inventory and Needs Assessment

B. Community Outreach

C. Potential Expansion Analysis and Project Refinement

D. Priority Setting

E. Priority Project



PLANNING PROCESS

1. PLANNING PROCESS

A. Stakeholder Interviews

B. Community Workshops

C. Community Survey

D. Staff Engagement

2. REVIEW OF EXISTING AND FUTURE PLANNING EFFORTS



EXISTING FRAMEWORK

1. PARK AMENITIES OVERVIEW

A. Existing Park Network

B. Issues and Opportunities

i. Accessibility

ii. Maintenance

iii. Quality of Structures

EXISTING PARKS

Neighborhood Parks

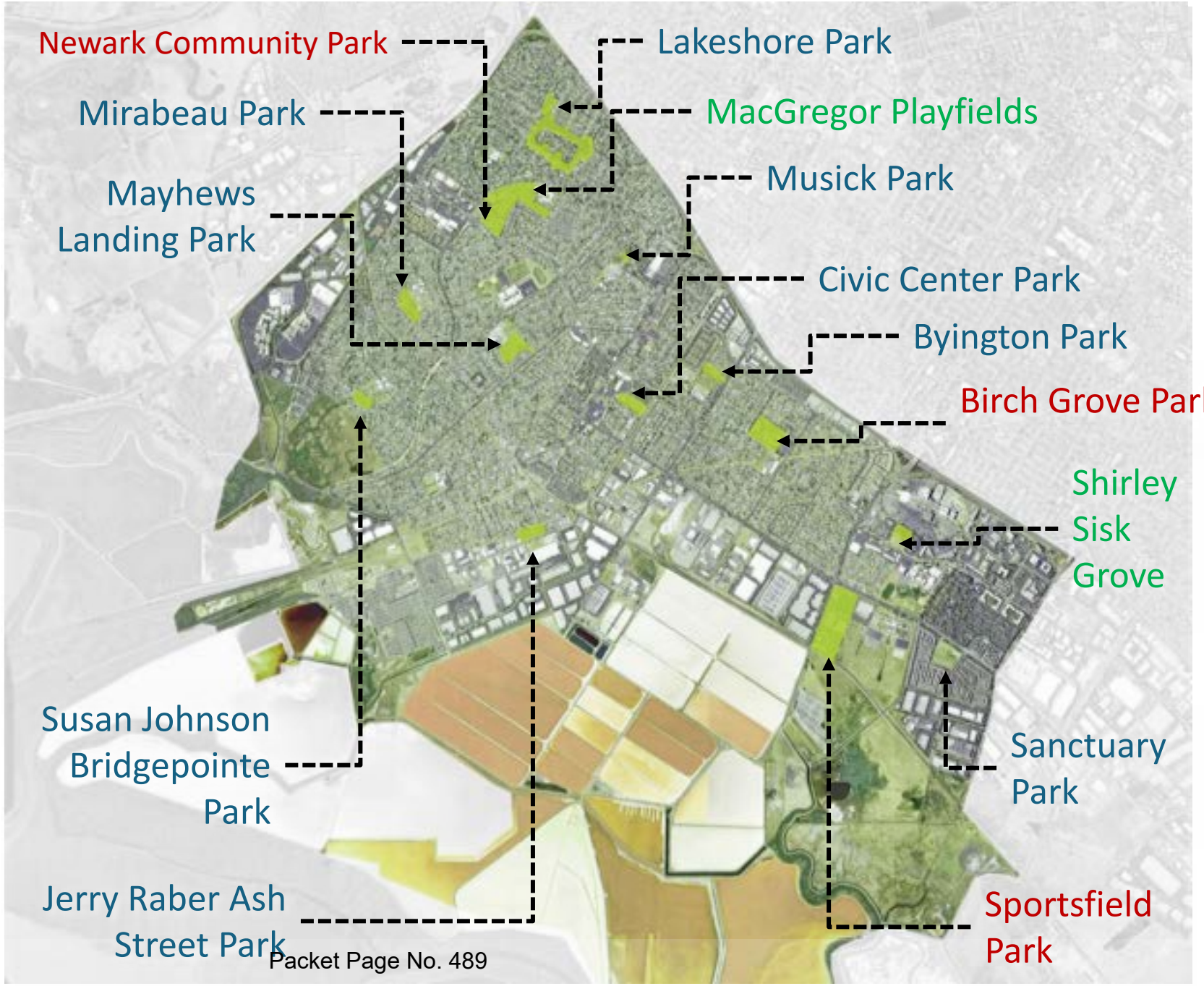
Byington Park
Civic Center Park
Jerry Raber Ash Street Park
Lakeshore Park
Mayhews Landing Park
Mirabeau Park
Musick Park
Sanctuary Park
Susan Johnson Bridgepointe Park

Community Parks

Birch Grove Park
Newark Community Park
Sportsfield Park

Special Use Parks

Shirley Sisk Grove
MacGregor Playfields



EXISTING FRAMEWORK

Byington Park



Civic Center Park



Ash Street Park



Lakeshore Park



Mayhews Landing Park



Mirabeau Park



Musick Park



Sanctuary Park



Susan Johnson Bridgepointe Park



Birch Grove Park



Newark Community Park



Sportsfield Park



Shirley Sisk Grove



MacGregor Playfields





NEEDS ASSESSMENT

1.DEMAND

A. Community Input

i. Community Survey
ii. Community Outreach Events
iii. Stakeholder Interviews

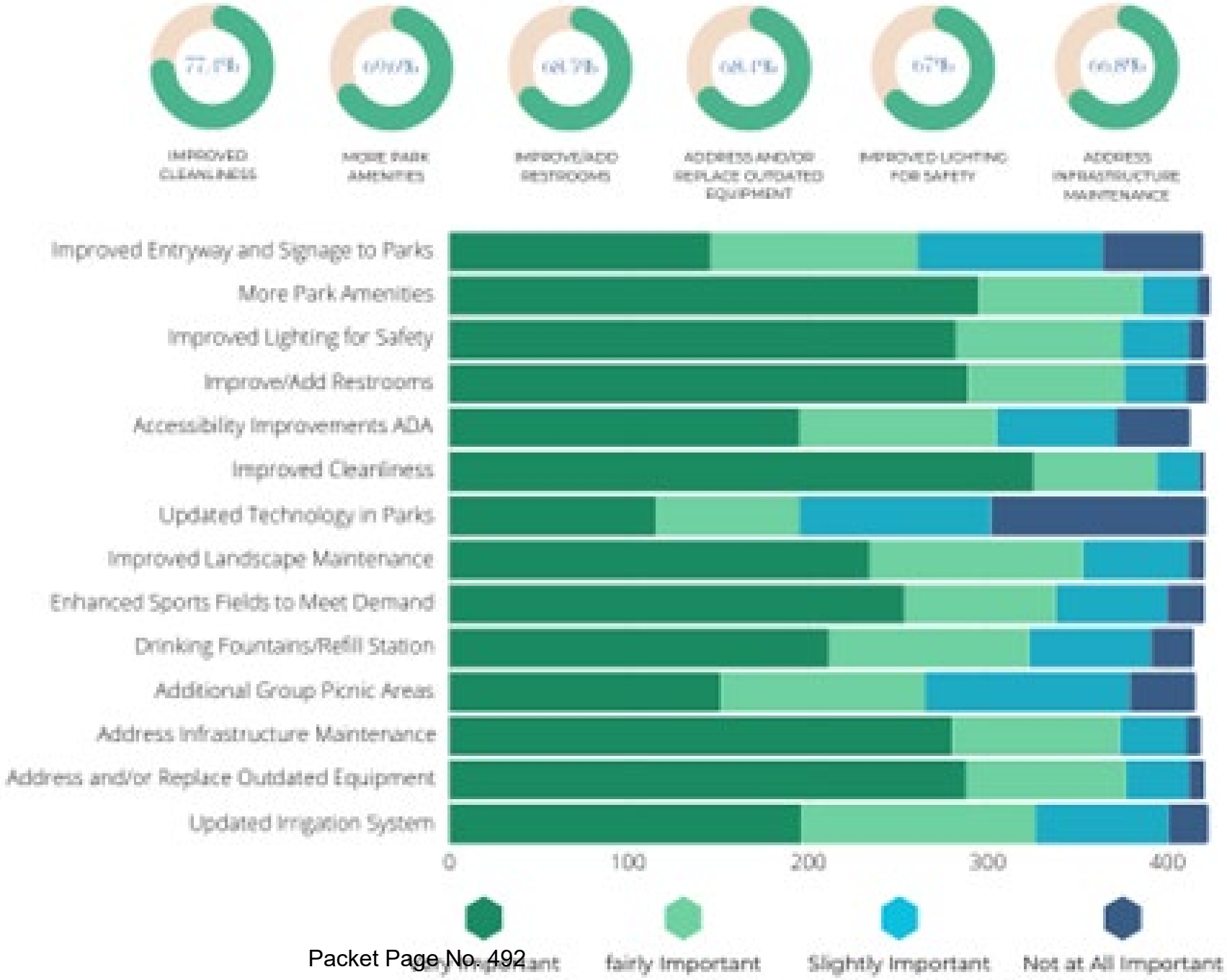
B. Community Engagement Overview

i. Community Outreach #1 (9/17/2023)
ii. Community Outreach #2 (1/9/2024)
iii. Community Outreach #3 (2/27/2024)
iv. Stakeholder Interviews



CITY OF NEWARK

470 Online Survey Responses



CITY OF NEWARK

Six Stakeholder Interviews













samples of participation

CITY OF NEWARK

Community Outreach Events





Event #1





Event #2





Event #3

CITY OF NEWARK

Outcomes

Priorities:

- Lighted Sports Fields and Courts
- Enhanced Path Maintenance
- Playground Improvements
- Field Maintenance
- Additional Path Lighting

New Amenities:

- Additional restrooms
- All abilities playground
- Trails and pathways
- Dedicated softball fields
- Park furniture



IMPLEMENTATION

1.PRIORITIZATION PROCESS

2.PRIORITY PROJECTS

- Children's Play Areas
- Restrooms
- Maintenance and Playfields
- Trails and Pathway Improvements

PRIORITIZATION PROCESS

This process was guided by seven key criteria, each of which was assigned a maximum value from 1 to 5 based on its relative importance.

The evaluation criteria were as follows:

- Code and Regulation (5)
- High Priority of the Community (4)
- Fulfills Unmet Needs (3)
- Service Area (3)
- Potential Revenue Generation (2)
- Included in Previous Planning Efforts (2)
- Operational Efficiency (1)

Prioritization of Recommendation Matrix

Recommendations	Code and Regulation Compliance (5)	High Priority of the Community (4)	Fulfills Unmet Needs (3)	Service Area (3)	Potential Revenue Generation (2)	Included in Pervious Planning Efforts (2)	Operational Efficiency (1)	Total
Improved/More Frequent cleaning in parks/grounds	5	2	1	3	0	2	1	14
Bathrooms - Improved maintenance	5	2	1	3	0	2	1	14
Lighted Courts/Fields	3	4	1	3	0	2	1	14
Replace Outdated Equipment	5	4	1	2	0	2	0	14
ADA Facilities and Path Maintenance	5	2	1	2	0	2	1	13
Infrastructure Maintenance	5	2	1	2	0	2	1	13
Playground - Improved maintenance	5	2	1	2	0	2	1	13

PRIORITY PROJECTS

The following park projects have been identified as the top four actionable priorities in the Citywide Parks Master Plan Update:

- **Children's Play Areas (high, moderate, lower)**
- **Restrooms**
- **Maintenance and Play Fields**
- **Trails and Pathway Improvements**

Children's Play Areas



Restrooms



Maintenance and Play Fields



Trails and Pathway Improvements





PLAN

1 2 3 4 5 6 7

Overarching Goals

From the Open Space Element of the City's *General Plan*



PROTECT AND SUPPORT THE EXISTING NETWORK



ACCOMMODATE DEMANDS IN SERVICE



ENHANCE COMMUNITY IDENTITY



FOSTER CONNECTIVITY



THANK YOU

QUESTIONS AND/OR COMMENTS?

STAFF REPORT

Item F. 2.

DATE	10/24/2024
TO	Honorable Mayor and City Council Members
FROM	Roya Gonzalez, Strategic Initiatives Manager
SUBJECT	Presentation of Lakeshore Park for the Parks Master Plan Update

SUMMARY AND RECOMMENDATION

There are five items on the agenda for this City Council meeting that relate to the Parks Master Plan Update ("Plan"). The first item provides background and considerations regarding the Plan. Next, there are three separate items that consist of presentations on three specific parks in order to address conflicts of interests for Council Members. The fifth and final item is a presentation on most of the City's parks.

This particular agenda item consists of a presentation of Lakeshore Park only (one of the three parks in which Council Members have a conflict of interest).

No formal action is needed on this item; however, at the City Council meeting staff will request feedback and comments from the Council, which will be incorporated into the final version of the Plan that will be adopted at a City Council meeting in the future.

BACKGROUND

In 2017, the City Council approved the Citywide Parks Master Plan, which outlined various goals and conceptual plans for each park. Three priority projects were completed as a result of the 2017 Plan: NewBark Dog Park at Newark Community Park, and an all-weather athletic turf field and a skate park at Mel Nunes Sportsfield Park.

It is recommended Parks Master Plans be revisited every five to seven years to remain aligned with community needs and current trends. To facilitate this update, the City Council authorized an agreement with RHAA Landscape Architecture and Planning in May 2023.

Staff will present Lakeshore Park as part of the Parks Master Plan Update separately and apart from the other portions of the Parks Master Plan Update.

DISCUSSION/ANALYSIS

Following the presentation from staff, the City Council is invited to ask questions or seek clarification. Staff is not seeking final action; only feedback on Lakeshore Park.

FISCAL IMPACT

There is no fiscal impact associated with this item.

REVIEW AND APPROVAL

Prepared by - Roya Gonzalez, Strategic Initiatives Manager
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - Lenka Hovorka, Assistant City Manager

Attachments

Presentation Lakeshore Park



NEWARK CITYWIDE PARKS

Master Plan Update

October 24, 2024

LAKESHORE PARK



ALIGNED MASTER PLAN GOALS

protect and support

demands in service

2024 Plan Update Priorities

- New Restroom
- New Playground
- Trails and Pathway Improvements







THANK YOU

QUESTIONS AND/OR COMMENTS?

STAFF REPORT

Item F. 3.

DATE	10/24/2024
TO	Honorable Mayor and City Council Members
FROM	Roya Gonzalez, Strategic Initiatives Manager
SUBJECT	Presentation of Jerry Raber Ash Street Park for the Parks Master Plan Update

SUMMARY AND RECOMMENDATION

There are five items on the agenda for this City Council meeting that relate to the Parks Master Plan Update ("Plan"). The first item provides background and considerations regarding the Plan. Next, there are three separate items that consist of presentations on three specific parks in order to address conflicts of interests for Council Members. The fifth and final item is a presentation on most of the City's parks.

This particular agenda item consists of a presentation of the Jerry Raber Ash Street Park *only* (one of the three parks in which Council Members' have a conflict of interest).

No formal action is needed on this item; however, at the City Council meeting staff will request feedback and comments from the Council, which will be incorporated into the final version of the Plan that will be adopted at a City Council meeting in the future.

BACKGROUND

In 2017, the City Council approved the Citywide Parks Master Plan, which outlined various goals and conceptual plans for each park. Three priority projects were completed as a result of the 2017 Plan: NewBark Dog Park at Newark Community Park, and an all-weather athletic turf field and a skate park at Mel Nunes Sportsfield Park.

It is recommended Parks Master Plans be revisited every five to seven years to remain aligned with community needs and current trends. To facilitate this update, the City Council authorized an agreement with RHAA Landscape Architecture and Planning in May 2023.

Staff will present Jerry Raber Ash Street Park as part of the Parks Master Plan Update separately and apart from the other portions of the Parks Master Plan Update.

DISCUSSION/ANALYSIS

Following the presentation from staff, the City Council is invited to ask questions or seek clarification. Staff is not seeking final action; only feedback on the Jerry Raber Ash Street Park.

FISCAL IMPACT

There is no fiscal impact associated with this item.

REVIEW AND APPROVAL

Prepared by - Roya Gonzalez, Strategic Initiatives Manager
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 Ash Street Park



NEWARK CITYWIDE PARKS

Master Plan Update

October 24, 2024

JERRY RABER ASH STREET PARK





ALIGNED MASTER PLAN GOALS

protect and support

demands in service

community identity

2024 Plan Update Priorities

- Replace Playground (high)
- Enhanced Play Field



THANK YOU

QUESTIONS AND/OR COMMENTS?

STAFF REPORT

Item F. 4.

DATE	10/24/2024
TO	Honorable Mayor and City Council Members
FROM	Roya Gonzalez, Strategic Initiatives Manager
SUBJECT	Presentation of Cedar Linear Park for the Parks Master Plan Update

SUMMARY AND RECOMMENDATION

There are five items on the agenda for this City Council meeting that relate to the Parks Master Plan Update ("Plan"). The first item provides background and considerations regarding the Plan. Next, there are three separate items that consist of presentations on three specific parks in order to address conflicts of interests for Council Members. The fifth and final item is a presentation on most of the City's parks.

This particular agenda item consists of a presentation of the Cedar Linear Park *only* (one of the three parks in which Council Members' have a conflict of interest).

No formal action is needed on this item; however, at the City Council meeting staff will request feedback and comments from the Council, which will be incorporated into the final version of the Plan that will be adopted at a City Council meeting in the future.

BACKGROUND

In 2017, the City Council approved the Citywide Parks Master Plan, which outlined various goals and conceptual plans for each park. Three priority projects were completed as a result of the 2017 Plan: NewBark Dog Park at Newark Community Park, and an all-weather athletic turf field and a skate park at Mel Nunes Sportsfield Park.

It is recommended Parks Master Plans be revisited every five to seven years to remain aligned with community needs and current trends. To facilitate this update, the City Council authorized an agreement with RHAA Landscape Architecture and Planning in May 2023.

Staff will present Cedar Linear Park as part of the Parks Master Plan Update separately and apart from the other portions of the Parks Master Plan Update.

DISCUSSION/ANALYSIS

Following the presentation from staff, the City Council is invited to ask questions or seek clarification. Staff is not seeking final action; only feedback on Cedar Linear Park.

FISCAL IMPACT

There is no fiscal impact associated with this item.

REVIEW AND APPROVAL

Prepared by - Roya Gonzalez, Strategic Initiatives Manager
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 Cedar Linear

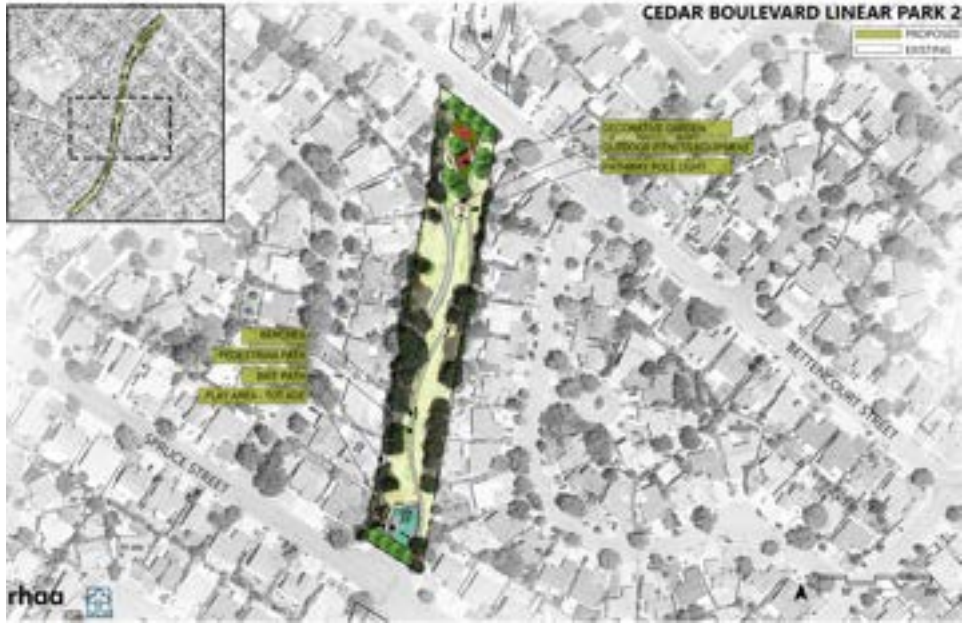


NEWARK CITYWIDE PARKS

Master Plan Update

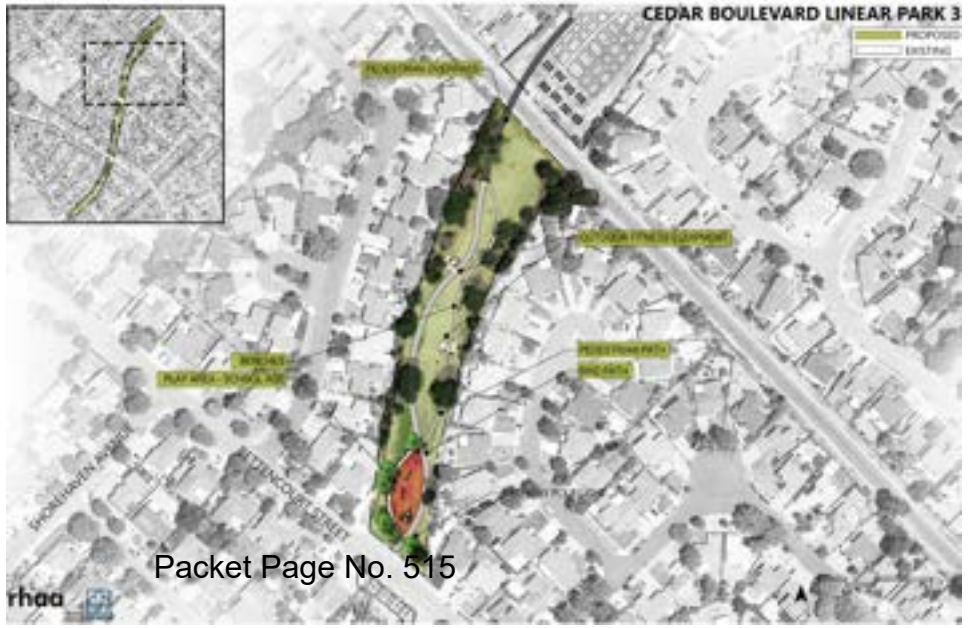
October 24, 2024

CEDAR BOULEVARD LINEAR PARK











ALIGNED MASTER PLAN GOALS



2024 Plan Update Priorities

- Trails and Pathway Improvements
- New Playground



THANK YOU

QUESTIONS AND/OR COMMENTS?

STAFF REPORT

Item F. 5.

DATE	10/24/2024
TO	Honorable Mayor and City Council Members
FROM	Roya Gonzalez, Strategic Initiatives Manager
SUBJECT	Presentation of specific parks as part of the Parks Master Plan Update

SUMMARY AND RECOMMENDATION

There are five items on the agenda for this City Council meeting that relate to the Parks Master Plan Update ("Plan"). The first item provides background and considerations regarding the Plan and the next three items consist of presentations on three specific parks in order to address conflicts of interests for Council Members.

The fifth and final item, which is this item, is a presentation on most of the City's parks.

No formal action is needed on this item; however, at the City Council meeting staff will request feedback and comments from the Council, which will be incorporated into the final version of the Plan that will be adopted at a City Council meeting in the future.

BACKGROUND

The City of Newark manages 134 acres of parks, consisting of 124 acres owned by the City and 10 acres leased from the Newark Unified School District. The City features 14 parks, including nine neighborhood parks, three community parks, Shirley Sisk Grove, and MacGregor Community Playfields.

In 2017, the City Council approved the Citywide Parks Master Plan, which outlined various goals and conceptual plans for each park. Three priority projects were completed as a result of the 2017 Plan: NewBark Dog Park at Newark Community Park, and an all-weather athletic turf field and a skate park at Mel Nunes Sportsfield Park.

It is recommended Parks Master Plans be revisited every five to seven years to remain aligned with community needs and current trends. To facilitate this update, the City Council authorized an agreement with RHAA Landscape Architecture and Planning in May 2023.

Staff will present on a number of projects as part of the Parks Master Plan Update separately and apart from the other portions of the Parks Master Plan Update.

DISCUSSION/ANALYSIS

Following the presentation from staff, the City Council is invited to ask questions or seek clarification. Staff is not seeking final action; only feedback on the particular projects identified in the presentation.

FISCAL IMPACT

There is no fiscal impact associated with this item.

REVIEW AND APPROVAL

Prepared by - Roya Gonzalez, Strategic Initiatives Manager
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 Remainder Parks



NEWARK CITYWIDE PARKS

Master Plan Update

October 24, 2024

BIRCH GROVE PARK





ALIGNED MASTER PLAN GOALS

protect and support

demands in service

community identity

2024 Plan Update Priorities

- Enhanced Play Field
- Replace Playground (high)

BYINGTON PARK





ALIGNED MASTER PLAN GOALS

protect and support

2024 Plan Update Priorities
- Replace Playground (lower)

CIVIC CENTER PARK





ALIGNED MASTER PLAN GOALS

protect and support

demands in service

community identity

2024 Plan Update Priorities

- Replace Playground (Moderate)
- Enhanced Playfield

GRAND PARK





ALIGNED MASTER PLAN GOALS

demands in service

community identity

Plan by Private Developer

MACGREGOR PLAYFIELDS





ALIGNED MASTER PLAN GOALS

protect and support

demands in service

community identity

foster connection

2024 Plan Update Priorities

- Enhance Playfield

MAYHEWS LANDING PARK





ALIGNED MASTER PLAN GOALS

protect and support

2024 Plan Update Priorities
- Replace Playground (Moderate)

MIRABEAU PARK





ALIGNED MASTER PLAN GOALS

protect and support

demands in service

2024 Plan Update Priorities

- Replace Playground (high)

MUSICK PARK





ALIGNED MASTER PLAN GOALS

protect and support

2024 Plan Update Priorities
- Replace Playground (lower)

NEWARK COMMUNITY CENTER PARK





ALIGNED MASTER PLAN GOALS

protect and support

demands in service

community identity

2024 Plan Update Priorities

- Replace Playground (high)
- New All Abilities Play Area
- Update/Replace Restroom

SANCTUARY PARK





ALIGNED MASTER PLAN GOALS

protect and support

demands in service

2024 Plan Update Priorities

- New Playfield
- New Playground

SHIRLEY SISK GROVE PARK





ALIGNED MASTER PLAN GOALS

protect and support

demands in service

community identity

foster connection

2024 Plan Update Priorities

- New Playground
- New Restroom

SPORTSFIELD PARK

ALIGNED MASTER PLAN GOALS

protect and support

demands in service

community identity

foster connection

2024 Plan Update Priorities
- Enhanced Playfield
- New Restroom
- New Playground



SUSAN JOHNSON BRIDGEPOINTE PARK





ALIGNED MASTER PLAN GOALS

protect and support

demands in service

2024 Plan Update Priorities

- Replace Playground (moderate)

FINANCIAL ANALYSIS AND MANAGEMENT

Parks Funding is required in two key categories:

- Ongoing Parks Maintenance
- Periodic Investments in New Parks, Facilities, and Repairs

Like many other California jurisdictions, the City currently has limited funding for these functions with primary funding coming from:

- City's General Fund
- Development impact fees from New Development

Parks Maintenance: The Parks and Landscape Maintenance Division of the Public Works Department is responsible for operations and maintenance of City parks.

- **$3.76 million** budgeted for Fiscal Year 2025/26, primarily from the City's General Fund.

Capital Improvements: The City collects capital improvement funding from new development through its City park dedication and fees. The amount of revenue received depends on the level and type of new development.

- Fiscal Year 2023, the parks impact fee fund balance was about $5.8 million with about **$3.8 million** in uncommitted funding.

CAPITAL IMPROVEMENT INVESTMENTS

The Master Plan has identified potential improvements to a number of City parks.

Priorities have been set based on the criteria identified in the Master Plan.

The need for additional park maintenance or programming expenditures should also be considered when making these investments.

GRAND TOTAL FOR ALL RECOMMENDATIONS: $36,703,000

POTENTIAL ADDITIONAL FUNDING OPTIONS

To accelerate the timing of the capital improvement projects and to supplement existing funding for the strong maintenance and management of existing parks, the City could consider exploring additional funding options at an appropriate point in time.

Additional funding sources can be divided into two key categories:

- Grants and charitable contributions
- Review funding provided by new development

The two categories may be worth pursuing, though each of them comes with unique opportunities and challenges.

NEXT STEPS

- Incorporate feedback received from all presentations tonight
- Present a final draft Parks Master Plan Update to City Council at a future meeting
- Present an update of the Capital Improvement Plan to City Council mid-2025, to include expenditure recommendations of park funds
- Publish Capital Improvement Plan, including park-related projects, on City's website



THANK YOU

QUESTIONS AND/OR COMMENTS?

STAFF REPORT

Item F. 6.

DATE	10/24/2024
TO	Honorable Mayor and City Council Members
FROM	Krysten Lee, Finance Director
SUBJECT	Adopt resolutions for Establishment of a Section 115 Trust through the Public Agency Retirement Services (PARS) Post-Employment Benefits Trust Program and Amendment of the 2024-2026 Biennial Budget and Capital Improvement Plan

SUMMARY AND RECOMMENDATION

The City of Newark currently contracts with the California Public Employees' Retirement System (CalPERS) to provide Pension and Other Post-Employment Benefits ("OPEB") to its employees. At the City Council meeting held on May 9th of this year, the City Council received a presentation from City staff and the City's financial consultants, NHA Financial Advisors, that summarized the City's efforts to date to address pension and OPEB liabilities as well as cost management strategies that have been implemented. The presentation also included discussion on the possibility of creating a Section 115 Pension Trust as a critical element to address pension and OPEB liabilities. The Council then directed staff to return to the Council with the necessary actions for the Council to consider that would establish a Section 115 Trust. The attached resolutions are in response to that direction and authorize the creation and funding of a Section 115 Trust.

For the reasons outlined in the staff report and May 9th presentation, along with the information provided below, staff recommends that the Council approve two resolutions. The first establishes the Section 115 Trust and appoints the Plan Administrators. The second authorizes the City Manager, the Finance Director, or their designee to execute all necessary agreements with Public Agency Retirement Services (PARS) to establish the Section 115 Trust. Additionally, the Council is asked to approve the transfer of up to $12 million from the Pension and OPEB Reserve Fund to establish the Section 115 Trust. This $12 million was previously appropriated in FY 2024, and to ensure proper accounting and uphold transparency, staff requests authorization to reappropriate these funds that were not spent in the previous fiscal year for the same purpose in Fiscal Year (FY) 2025.

As pension and OPEB costs continue to rise, driven by longer retiree lifespans, changing actuarial assumptions, and volatile investment returns, the City has identified the establishment of a Section 115 Trust as the next strategic step. This trust will allow the City to invest funds for pension and OPEB purposes with the potential for higher returns, while ensuring these funds remain irrevocably committed to their intended use.

BACKGROUND

Like many California municipalities, the City of Newark participates in CalPERS to provide pension benefits for its employees. The City's required contributions to CalPERS are determined by factors such as investment returns, actuarial assumptions, and funding policies. These contributions, adjusted annually, are essential to addressing the City's pension obligations.

In anticipation of rising pension costs, the City took proactive measures by adopting a Pension and Other Post-Employment Benefits (OPEB) Reserve Policy in February 2017, with an initial deposit of $5 million into the reserve. This policy authorizes the City Manager to allocate salary savings and surpluses

to the reserve fund. The funds held in the pension and OPEB reserve are intended to reduce the City's unfunded pension and OPEB liabilities (UAL), which represent the difference between the City's accumulated plan assets and the total cost of earned benefits. The long-term goal of the reserve is to pay down the UAL and reach a 100% funded status.

On May 9, 2024, City staff, in partnership with NHA Financial Advisors, delivered an informational presentation to the City Council on pension and cost management strategies. The presentation provided a comprehensive review of the City's pension liabilities and strategies to date to address and manage those costs. Those strategies include Additional Discretionary Payments (ADPs) to CalPERS, which involve prepaying the annual Unfunded Actuarial Liabilities (UAL) at a discounted lump-sum rate, implementing negotiated cost-sharing terms through Memorandums of Understanding (MOUs) with employees since 2005, and adopting the Fresh Start Amortization in 2015. The Fresh Start Amortization option streamlines payment schedules, shortens the repayment period, and reduces overall interest costs by utilizing a shorter amortization timeline.

Staff and NHA Financial Advisors also emphasized the implementation of a Section 115 Pension Trust as a critical element of the City's long-term strategy. The Council engaged in a detailed discussion, providing feedback and seeking clarification. Following the discussion, the Council unanimously approved the motion directing staff to return with the necessary actions for Council consideration to establish the Section 115 Trust.

DISCUSSION/ANALYSIS

The establishment of a Section 115 Trust is a critical tool that will enable the City to accumulate, hold, and manage assets exclusively for pension-related costs. This step will provide the City with enhanced flexibility and control over its pension funding strategy, particularly in addressing unfunded actuarial liabilities (UAL) while ensuring the long-term stability of pension obligations.

Pension Trust disbursements may be used to pay for normal cost payments as well as UAL payments. The Pension Trust does not require a minimum starting contribution or required annual contributions. This allows the City to adjust pension pre-funding contributions based on fiscal conditions, rather than locking into fixed contributions that could strain budgets in economic downturns. Withdrawals of plan assets are not permitted for any other use than for pension-related costs paid by the City. Staff will seek direction from the Council on any future appropriation of funds to contribute to the Pension Trust.

Current Pension Management Strategies

To date, the City of Newark has implemented a variety of strategies to manage its pension obligations:

1. Actuarially Determined Contributions (ADC): Each year, the City contributes to CalPERS the minimum required amount, consisting of the Normal Cost and UAL payment, ensuring that current and past pension obligations are funded.
2. Annual UAL Prepayment: The City leverages the CalPERS prepayment option to pay the UAL in a lump sum at a discounted rate, generating cost savings and reducing overall pension costs.
3. Additional Discretionary Payments (ADPs): Over the past few years, the City has made substantial ADPs to CalPERS, including a $10 million payment to the Safety Plan in 2021 and a $5 million payment to the Miscellaneous Plan in 2022. These payments have significantly reduced the UAL.
4. Cost Sharing with Employees: The City successfully negotiated with employees, nearly twenty years ago, to share pension costs.
    - New employees are enrolled under the Public Employees' Pension Reform Act (PEPRA), which offers lower-cost and lower-benefit plans, helping to control future liabilities.
5. Fresh Start Amortization: Newark's decision to adopt CalPERS's Fresh Start Amortization for both the Safety and Miscellaneous Plans has streamlined repayment schedules, shortened amortization periods, and decreased long-term interest payments.

The establishment of a Section 115 Pension Trust is a strategic step to enhance the City's long-term fiscal sustainability and effectively manage pension obligations. This approach, recognized as an

industry best practice by the Government Finance Officers Association (GFOA).

Key Benefits of the Section 115 Pension Trust:

1. Irrevocability and Specific Use: Funds in the trust are irrevocable and can only be used for pension or OPEB costs, ensuring they are dedicated solely to these obligations.
2. Higher Yielding Investments: The trust allows the City to invest in higher-yielding instruments compared to its current investments, such as LAIF, offering greater potential for long-term returns and enhanced financial flexibility.
3. Local Control: The City retains control over the trust's funds, with the ability to access them at any time, provided they are used for pension-related costs.
4. Investment Flexibility: The trust allows for more diversified investments, potentially leading to higher returns and helping reduce long-term liabilities.
5. Pension Rate Stabilization: The trust acts as a financial reserve, allowing the City to smooth out fluctuations in pension rates and providing greater budgetary predictability.
6. Professional Investment Management: The City can benefit from the expertise of professional fund managers while maintaining oversight to ensure alignment with risk tolerance and investment goals.
7. Long-Term Financial Stability: The trust helps address unfunded pension and OPEB liabilities, strengthening the City's financial position.
8. Improved Bond Rating Potential: By reducing pension liabilities, the trust can improve the City's bond rating, potentially lowering borrowing costs for future projects.

Evaluation of Options

The City, in collaboration with NHA Financial Advisors, initially evaluated four potential administrators for the Section 115 Pension Trust: PARS, CalPERS, Keenan, and Shuster. After reviewing preliminary pricing and services, the focus narrowed to a more in-depth evaluation of PARS and CalPERS as the primary candidates for administering the Trust.

City of Newark
Section 115 Trust Fee Comparison

	Comparison of Pricing									
	CalPERS		Keenan		PARS (Vanguard Option)		PARS (HighMark Option)		Shuster	
		Total		Total		Total		Total		Total
Administration	0.25%	$ 30,000	0.10%	$ 12,000	0.20%	$ 24,000	0.20%	$ 24,000	0.05%	$ 6,000
Trustee		$ -	0.20%	$ 24,000	0.05%	$ 6,000	0.20%	$ 24,000	0.02%	$ 2,400
Custodian		$ -		$ -		$ -		$ -	0.01%	$ 1,200
Investment Management		$ -		$ -	0.02%	$ 2,400		$ -	0.20%	$24,000
Total Fee	**$ 30,000**		**$ 36,000**		**$ 32,400**		**$ 48,000**		**$ 33,600**	

Keenan was not selected for further consideration because, despite similar costs, it offered fewer services tailored to pension and OPEB management compared to PARS. While Keenan is experienced in employee benefits and insurance services, it lacks the specialized expertise in Section 115 Trust management that PARS provides.

Shuster was not further evaluated because it lacks the breadth of investment and administrative services offered by more established providers like PARS. While Shuster specializes in consulting services for public sector organizations with a focus on employee benefits and retirement planning, its narrower scope in investing made it less suitable for managing the City's pension and OPEB obligations.

Furthermore, both Keenan and Shuster's trustee and investment teams did not offer the same level of service, expertise, or integration as those provided by PARS's trustee and investment partners.

CalPERS was not selected due to its standardized approach, which limits flexibility in investment options and plan design, as it manages investments internally and follows statewide policies. While local agencies may save on administrative fees, they could face higher long-term liabilities due to less

customized strategies, resulting in lower investment returns compared to PARS.

Ultimately, PARS was selected as the preferred administrator for the City's Section 115 Trust due to its specialized expertise, strong trustee and investment partnerships, flexible service offerings, and focus on public sector agencies, all of which make it the best fit for Newark's pension and OPEB management needs. The decision to select PARS is further supported by its extensive experience, flexibility, and superior offerings in comparison to other options.

Key benefits include:

1. Experience: PARS has been partnering with public agencies since 1984, pioneering pension prefunding solutions. As an industry leader, PARS developed both the OPEB Prefunding Trust and the Pension Rate Stabilization Program to help agencies manage their long-term liabilities. Additionally, PARS has secured the first and only IRS Private Letter Ruling (PLR), guaranteeing the tax-exempt status of investment income and capital gains within these trusts.
2. Widespread Adoption: PARS is the largest provider of pension prefunding services in California, serving over 500 public agencies with Section 115 Trust solutions. Its extensive client base includes neighboring cities such as Dublin, Livermore, Palo Alto, Pleasanton, Redwood City, San Leandro, San Ramon, and Union City, all of which rely on PARS for their pension management needs.
3. Investment Flexibility: PARS offers the most flexible range of investment options, providing a wide array of choices from conservative to growth-oriented allocations. Clients can select between actively or passively managed funds or opt for a customized portfolio tailored to their specific needs. As explained below, staff recommends the PFMAM Target Index-Based Strategy due to its low costs and strong performance potential.
4. Reimbursement Flexibility: PARS allows the City to request reimbursements from the Section 115 Trust for pension-related expenses incurred within the last two years. This benefit provides crucial financial flexibility, enabling the City to recover funds previously allocated to pension payments. In times of unforeseen emergencies or budget constraints, the City can access these funds to provide liquidity for urgent, unplanned needs, alleviating budgetary pressure without disrupting other financial commitments.
5. Comprehensive Trustee Services: U.S. Bank serves as the trustee and fiduciary for PARS, ensuring the safety of assets. Additionally, PARS provides mutual indemnification, a feature not offered by other providers.

The PARS Index-Based Strategy is a cost-effective, low-maintenance option offering broad market exposure with minimal staff involvement, making it an excellent fit for Newark's priorities of stability, cost savings, and simplicity. It is comparable to CalPERS's passive approach but provides greater control and customization. In contrast, the PARS Actively Managed Strategy offers the potential for higher returns and flexibility but comes with higher costs and requires more day-to-day staff involvement and oversight.

Within the passively managed strategy, there are four portfolio options: Fixed Income, Conservative, Balanced, and Growth. Staff recommends selecting the Conservative portfolio. Due to the proactive management of pension costs by both current and past leadership, the City is in a strong financial position and does not need to assume the higher risks that other cities may face. This conservative approach ensures continued financial stability while effectively supporting the City's long-term financial goals. Additionally, the City has the flexibility to switch between strategies and portfolios at any time, and as many times as needed, allowing for adjustments based on changing financial conditions or objectives.

In addition to the benefits mentioned above, PARS provides a higher level of service for trust administration, which includes:

- Assisting with the development of an investment policy.
- Offering funding recommendations tailored to the City's specific fiscal needs.
- Providing the City with full control over asset management and investment selection, supported by

professional guidance from a management team chosen by the City.

Additional Key Advantages of PARS:

- Superior Returns: Based on historical performance, PARS is expected to deliver higher returns than CalPERS, especially when using the Balanced or Growth investment strategies.
- Competitive Fee Structure: PARS offers a more competitive asset-based fee structure that decreases as assets grow, unlike CalPERS, which requires separate trusts and fee structures for pensions and OPEB, adding complexity and cost.
- Diversification: Establishing a Section 115 Trust with PARS enables the City to diversify its investments, reducing reliance on a single provider, such as CalPERS, and spreading risk across multiple investment options.

These factors make PARS the most suitable choice for the City's Section 115 Trust administration.

Next Steps:

The adoption of resolutions to establish a Section 115 Trust through the PARS Post-Employment Benefits Trust Program, along with the appointment of the City Manager, the Finance Director, and their designee as Plan Administrators, are critical initial steps. Following these actions, staff will collaborate with PARS to finalize investment strategies and establish the pension trust account. Once the trust is in place, the City will have the flexibility to make contributions at its discretion, with the potential to contribute up to $12 million. This flexibility allows the City to adapt to changing fiscal conditions and strategically pre-fund its pension obligations. PARS will conduct annual reviews and provide updates to City staff, which will be integrated into the City's annual budget updates for the City Council.

In conclusion, the establishment of the Section 115 Pension Trust represents a critical step in the City's proactive approach to managing pension liabilities. This initiative not only enhances long-term fiscal sustainability but also provides the flexibility needed to meet current and future obligations. By adopting this trust structure, the City will be better positioned to manage pension costs effectively, ensuring alignment with best practices in public sector financial management and securing the City's financial future.

FISCAL IMPACT

The City's Pension and OPEB Reserve is in a strong financial position to establish and fund a Pension Trust. With a current balance of just under $13 million, the reserve provides sufficient funds for an initial contribution of up to $12 million.

There is no cost to establish the PARS Section 115 Trust. Fees are assessed only after an initial contribution is made and are based on a percentage of the total invested funds, charged monthly from plan assets.

The fee structure for the PFMAM Target Index-Based Strategy is as follows:
Trust Administration/Consulting Fees:

- 0.25% for the first $10 million
- 0.20% for the next $5 million
- 0.15% for the next $35 million
- 0.10% for all over $50 million

Discretionary Trustee/Investment Management Fees:

- 0.076% annually (blended rate, paid to U.S. Bank)

For an initial contribution of $12 million, the estimated annual fees are:

- Trust Administration/Consulting Fees: 0.242% annually
- Discretionary Trustee/Investment Management Fees: 0.076% annually
- Total Monthly Fees: Approximately $3,177

The initial $12 million contribution will be transferred from the Pension and OPEB Reserve Fund (103) to the General Fund (110), as appropriated by the City Council in FY 2024. To ensure accounting

accuracy and financial transparency, staff requests Council authorization to reappropriate these funds to FY 2025.

REVIEW AND APPROVAL

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

Attachments

Presentation Oct. 24

Resolution_1_Establish_115_Trust_Admin_PARS

Resolution_2_ PARS_ CSA_Budget_Adj

PARS Agreement for Administrative Services

May_9th_Presentation



City of Newark

PARS 115 Trust – Pension Rate Stabilization Program (PRSP)

October 24, 2024

Background - Retirement Plans

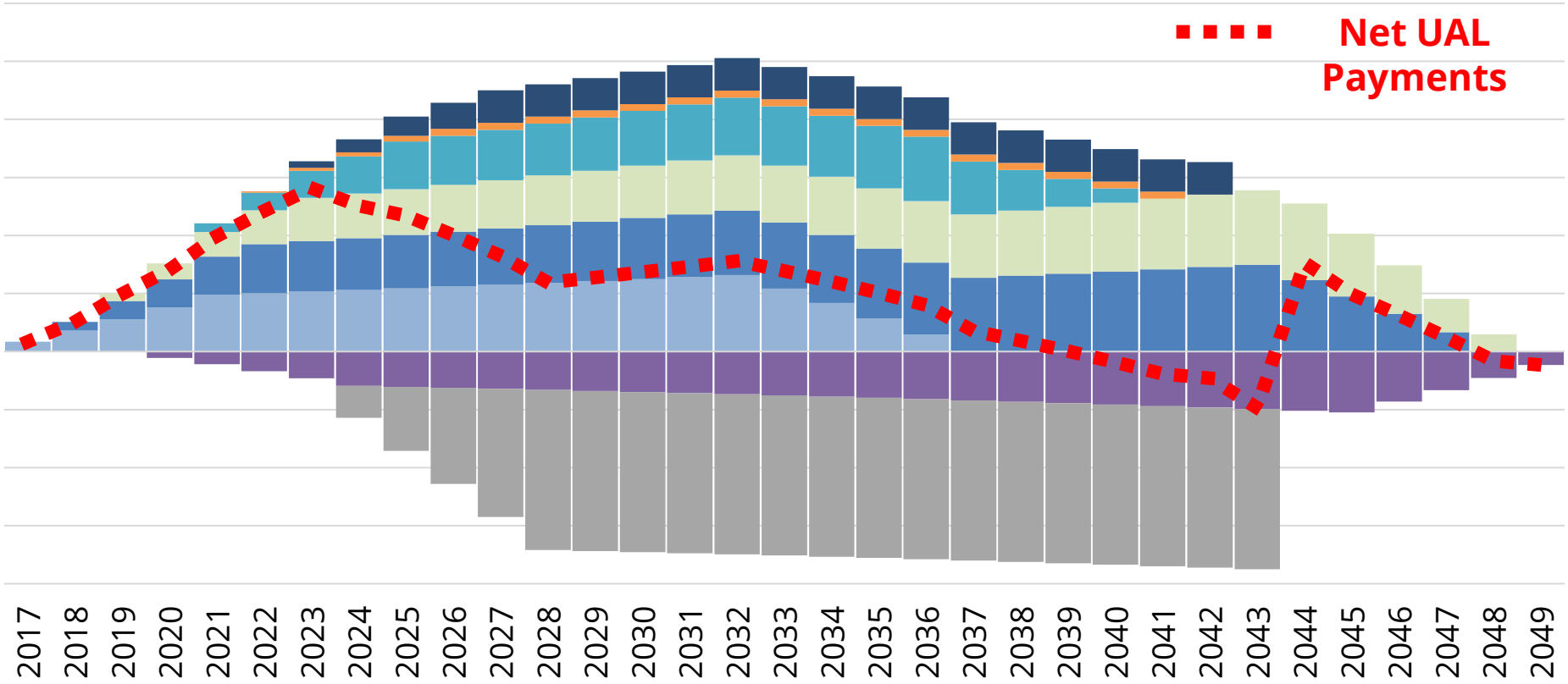
- CalPERS administers the City's two defined benefit plans
- PEPRA is helpful in managing and reducing long-term pension costs for new employees
- However, over 99% of UAL is attributable to Classic plans and not reduced by PEPRA

MISCELLANEOUS PLANS			
Benefit Group	**# of Actives**	**% of Actives**	**Benefit Formula**
Classic Miscellaneous	58	47.9%	2.5% @ 55
PEPRA Miscellaneous	63	52.1%	2.0% @ 62
Total Active Members	**121**	**100.0%**	-
Total Covered Members	**578**		

SAFETY PLANS			
Benefit Group	**# of Actives**	**% of Actives**	**Benefit Formula**
Classic Safety Police	23	46.9%	3.0% @ 50
PEPRA Safety Police	26	53.1%	2.7% @ 57
Total Active Members	**49**	**100%**	-
Total Covered Members	**313**		

UAL Payments are like a "Layer Cake"

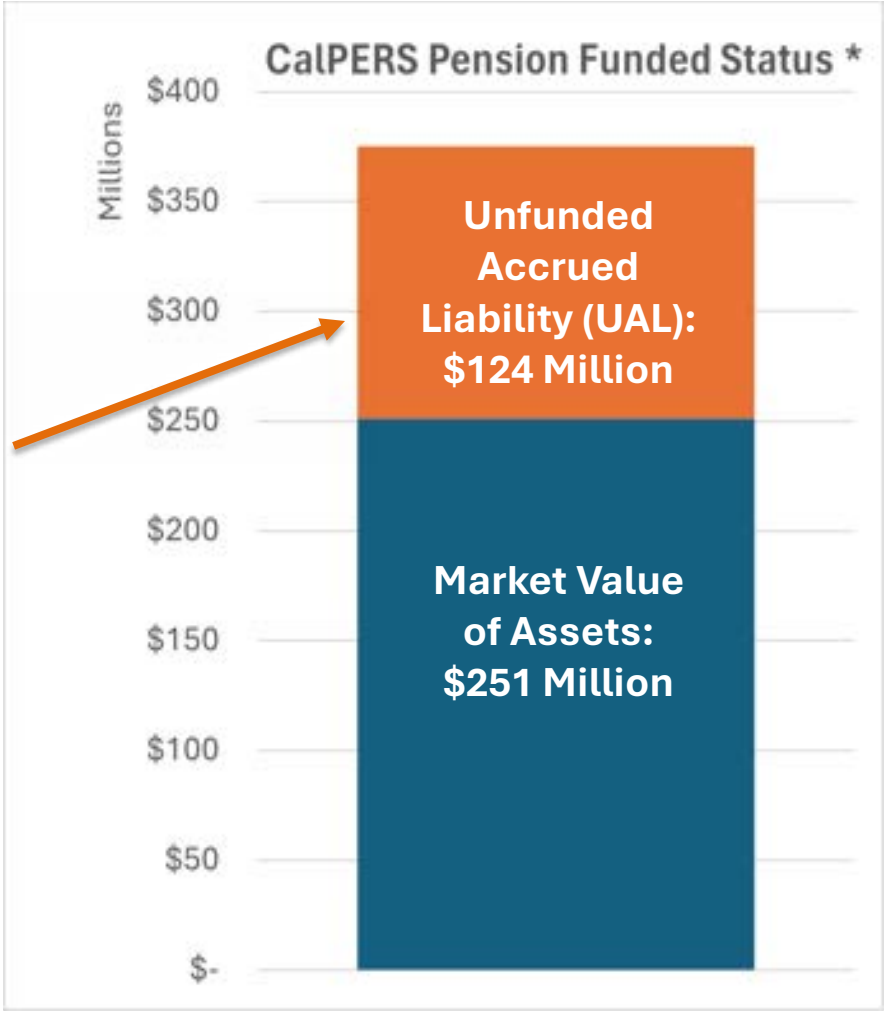
More Layers Each Year; Increasing or Decreasing Height and Shape of "Cake"



Note: This graphic represents a hypothetical California public agency's CalPERS UAL and is provided here for educational purposes.

Background on How CalPERS Works

- **Normal Cost ("NC")** = Annual cost for current employees
- **Unfunded Accrued Liability ("UAL"):** Annual payment to amortize the "debt" to CalPERS



**Source: CalPERS Actuarial Reports. Reflects UAL balance as of 6/30/2023.*

Cost-Containment Strategies – Not Mutually Exclusive

(1) Negotiate Cost Sharing With Employees

(2) Fresh Start Amortization offered by CalPERS

(3) UAL Lump Sum Prepayment (≈ 3.3% discount)

(4) Additional Discretionary Payments (ADP)

(5) Section 115 Trust

(6) Restructure All or Portion of Remaining UAL — Currently not recommended

City's Proactive Pension Cost Management Actions

May 2024	**Council directed staff to initiate creation of Section 115 Trust**
June 2022	$5 Million CalPERS ADP (Miscellaneous Plan)
June 2021	$10 Million CalPERS ADP (Safety Plan)
February 2017	Adopted Pension & OPEB Reserve Policy; Funded $5 Million Reserve Fund
June 2016	CalPERS 20-Year Fresh Start (Miscellaneous Plan)
June 2015	CalPERS 20-Year Fresh Start (Safety Plan)
July 2005	Negotiated Cost Sharing With Employees

Benefits of a Section 115 Trust

1. **Flexibility and Local Control**
   - The city retains full control over assets, contributions, disbursements, and investment risk levels, unlike state-managed funds like CalPERS.

2. **Enhanced Credit Rating and Financial Stability**
   - Establishing a Section 115 Trust improves credit ratings, lowers borrowing costs, and enhances financial flexibility.

3. **Mitigation of Market Volatility**
   - A Section 115 Trust provides a financial buffer, stabilizing pension payments during economic downturns and minimizing budget impacts.

4. **Budget Stabilization and Planning**
   - Prefunding through the trust secures reserves for pension payments, reducing budget volatility and the risk of shortfalls.

Evaluation of Trust Administrators

Provider	Total Fee	Administration Fee	Trustee Fee	Investment Management Fee
CalPERS	$30,000	0.25%	-	-
Keenan	$36,000	0.10%	0.20%	-
PARS (Passive Investment Option)	$32,400	0.20%	0.05%	0.02%
PARS (Active Investment Option)	$48,000	0.20%	0.20%	-
Shuster	$33,600	0.05%	0.02%	0.20%

Potential Administrators Evaluated:

- CalPERS, Keenan, PARS, Shuster.
- Narrowed to PARS and CalPERS after initial assessment.
- Other options were not selected due to limited specialized services, narrower investment scope, and lack of flexibility.

Recommendation:

- PARS emerged as the best fit for managing Newark's pension and OPEB obligations, providing a balanced approach of flexibility, expertise, investment options, trustee partnerships and long-term cost efficiency.

PARS 115 Trust Team

As of June 30, 2024

Trust Administrator & Consultant*

PARS PUBLIC AGENCY RETIREMENT SERVICES

- Manages contributions, disbursements, and record-keeping with dedicated support teams.
- Coordinates agency services and ensures regulatory compliance (IRS/GASB/State Government Code).

40	2,000+	500+	$8.7B
Years of Experience (1984-2024)	Plans under Administration	115 Trust Clients	Assets under Administration

Trustee

usbank

- Top Trustee for Section 115 Trusts: 5th largest commercial bank.
- Asset Protection & Fiduciary Oversight: Safeguards and manages plan assets.
- Custodian Role: Securely maintains client assets.

161	$11.0T
Years of Experience (1863-2024)	Assets under Administration

Investment Manager

pfm asset management

- Investment Sub-Advisor: Provides asset management solutions for U.S. Bank.
- Diverse Portfolio Options: Offers fixed income, multi-asset, active, and passive platforms.

40+	$244.8B*
Years of Investment Experience *(As of 6/30/2024)*	Assets under Management & Advisement

** Assets under management and advisement as of March 31, 2024, includes fixed income and multi asset class portfolios.*

Section 115 Trust Clients (500+) Including:

CITIES

Atherton
Dublin
Livermore
Palo Alto
Pleasanton
Redwood City
San Leandro
San Ramon
Union City

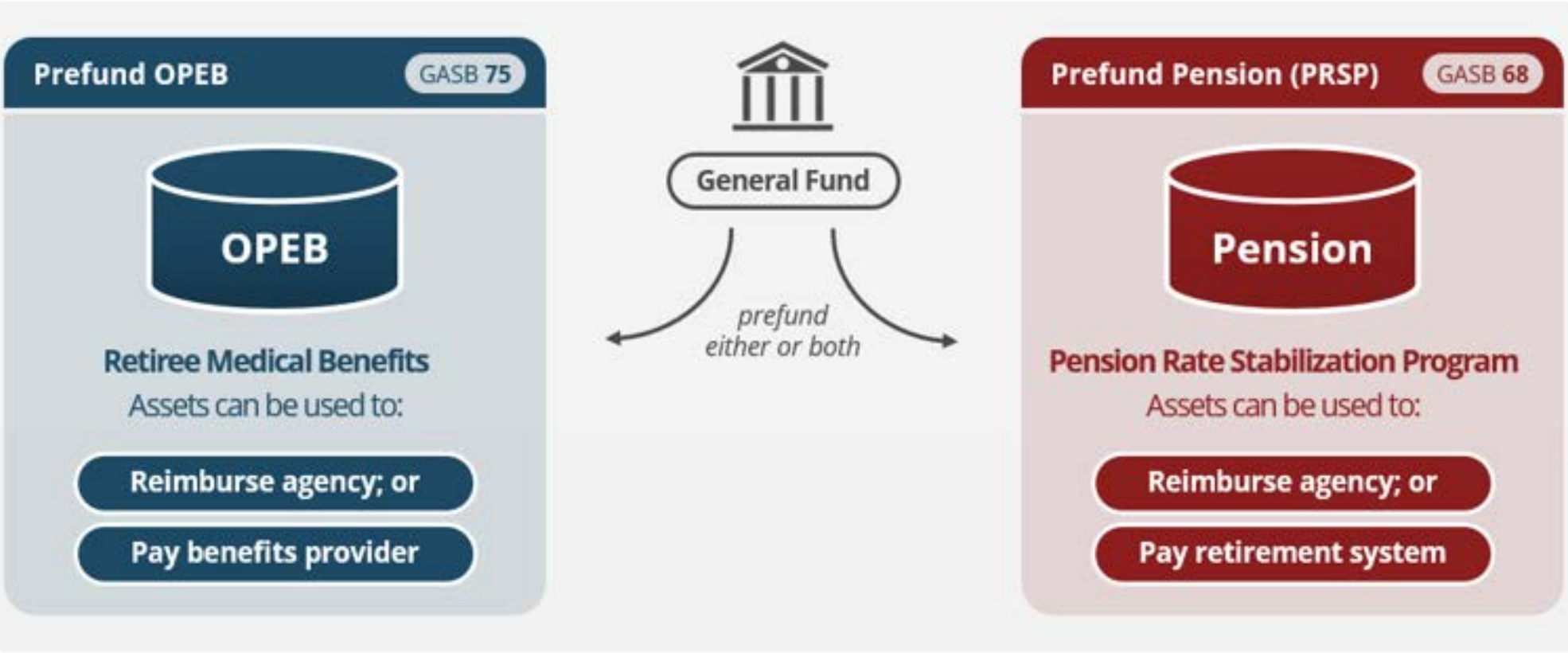
COUNTIES

San Joaquin
Contra Costa

SPECIAL DISTRICTS

Alameda Co. Mosquito Abatement District
California Joint Powers Risk Mgmt. Authority
East Bay Regional Park District
Hayward Area Recreation & Park District
Menlo Park Fire Protection District
Midpeninsula Regional Open Space District
Superior County of CA, County of San Mateo
Union Sanitary District
West Bay Sanitary District
Zone 7 Water Agency

PARS IRS-Approved Section 115 Trust



Financial Stability
Assets in the PARS Section 115 Combination Trust can be used to address unfunded liabilities.

Economies-of-Scale
OPEB and Pension assets aggregate and reach lower fees on tiered schedule sooner – saving money!

Flexible Investing
Allows separate investment strategies for OPEB and Pension subaccounts.

PFMAM Target Index-Based Strategies

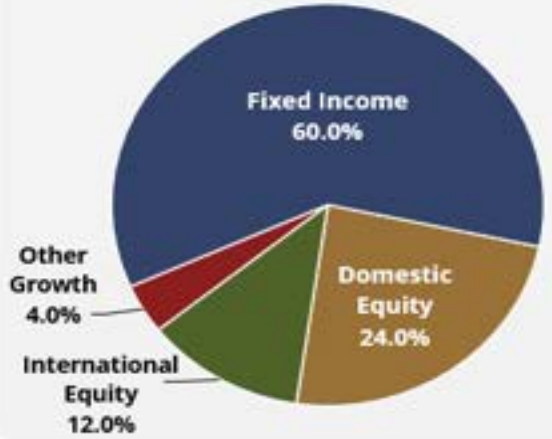
The following portfolios, managed by PFM Asset Management (PFMAM), are **passively managed:**

Fixed Income



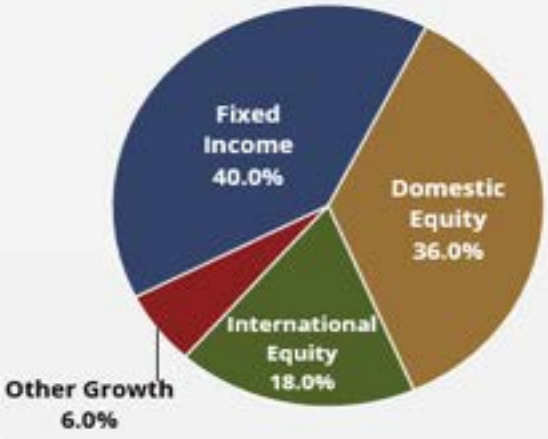
Expected Returns *
5-Year, 6.50%
30-Year, 5.10%

Conservative



Expected Returns *
5-Year, 7.30%
30-Year, 6.30%

Balanced



Expected Returns *
5-Year, 7.60%
30-Year, 6.90%

Growth



Expected Returns *
5-Year, 7.80%
30-Year, 7.20%

** Data from PFMAM Target Index-Based strategies: Asset Allocation Summary. Representative as of 6/30/2024. Asset allocations and assumptions are subject to change. Please see important disclosures at the end of this presentation for additional information.*

Program Fees – Target Index-based Strategies

Trust Administration/Consulting Fees *

PARS PUBLIC AGENCY RETIREMENT SERVICES

Plan Set-Up Fee:	Ongoing Fees:	
None	0.25%	for first $10 million
	0.20%	for next $5 million
	0.15%	for next $35 million
	0.10%	for all over $50 million

Discretionary Trustee/Investment Management Fees

usbank

pfm asset management

As sub-advisor to U.S. Bank

Ongoing Fees Paid to U.S. Bank:

The current total blended fee is **0.075%****

U.S. Bank/PFMAM fees are prorated based on total market value of all assets in the Target Index-Based Portfolios in PARS Trust. Fee is calculated using the following schedule: 0.13% for first $100 million in assets, 0.10% for next $150 million, 0.08% for next $250 million and 0.05% for assets over $500 million

* *PARS does not receive any compensation from the investments or any commissions, back-end loads, or any other forms of compensation.*

** *Blended fee is based on $917.5 M assets as of 6/30/2024 (market value of all existing Target Index Based Strategies). Subject to change due to rebalancing. Past performance does not guarantee future results. Additional information on PFMAM and a description of its fees are described in its ADV which is also available on the SEC's website at www.adviserinfo.sec.gov. U.S Bank has retained its affiliate, PFM Asset Management LLC ("PFMAM"), an SEC Registered Investment Advisor, as its sub-advisor to provide investment management services. U.S. Bank compensates PFMAM for these services from its own fees, as detailed above.*

Target Index-Based Strategies
Hypothetical Program Cost

The following details the monthly program fee based on an initial contribution amount. Calculations are based on a one-time contribution and do not consider investment earnings or losses.

Program Fees	
Initial Contribution Amount	$12,000,000
PARS Trust Administration/Consulting Blended Annual Fees	0.242%
Discretionary Trustee/Investment Management Annual Fees[1]	0.076%
Total Monthly Fees	**$3,177**

[1] *Discretionary Trustee/Investment Management fees are based on total market value of all assets in the Target Index-Based Portfolios in PARS Trust*

Net Performance Fee Analysis

As of June 30, 2024

Over 1 Year		Over 3 Years		Over 5 Years	
PARS[1]		**PARS[1]**		**PARS[1]**	
Growth		**Growth**		**Growth**	
(25% Fixed Income/Cash)	14.11%	(25% Fixed Income/Cash)	2.74%	(25% Fixed Income/Cash)	8.32%
minus weighted PARS administration fee [2]	(-) 0.228%	minus weighted PARS administration fee [2]	(-) 0.228%	minus weighted PARS administration fee [2]	(-) 0.228%
minus weighted Discretionary Trustee/Investment Management fee [3]	(-) 0.075%	minus weighted Discretionary Trustee/Investment Management fee [3]	(-) 0.075%	minus weighted Discretionary Trustee/Investment Management fee [3]	(-) 0.075%
1-Year Net Return	**13.81%**	**3-Year Net Return**	**2.44%**	**5-Year Net Return**	**8.02%**

CALPERS CERBT		CALPERS CERBT		CALPERS CERBT	
Strategy 1 [4]		**Strategy 1 [4]**		**Strategy 1 [4]**	
(28% Fixed Income/Cash)	11.02%	(28% Fixed Income/Cash)	0.80%	(28% Fixed Income/Cash)	6.23%
minus fees	(-) 0.09%	minus fees	(-) 0.09%	minus fees	(-) 0.09%
1-Year Net Return	**10.93%**	**3-Year Net Return**	**0.71%**	**5-Year Net Return**	**6.14%**

Why PARS?

1. Market Leader in Section 115 Trust Services and a pioneer in prefunding Pension and OPEB - PARS' core business.
2. First and only IRS-approved Section 115 Combination Trust with an IRS Private Letter Ruling (PLR).
3. PARS has a strong, highly reputable Corporate Trustee in US Bank to oversee plan assets and provide fiduciary oversight protections.
4. As U.S. Bank's sub-advisor, PFMAM provides institutional asset management with ongoing monitoring, and a range of active, passive, and custom portfolio options to align with client goals.
5. PFMAM is Global Investment Performance Standards (GIPS) compliant, which sets ethical standards for presenting investment performance.
6. Superior net investment performance and cost efficiency, outperforming CalPERS. Long-term cost efficiency is achieved as assets increase.
7. Dedicated service team: Fiduciary responsibility, Investment Policy assistance, and annual reviews (or more frequent if desired).

Steps to Implementation

1. **City Council Approval**: City Council adopts a resolution to join the PARS Section 115 Trust and appoints a Plan Administrator.
2. **Document Preparation & Signing:** PARS provides signature-ready documents; the City signs and returns paperwork.
3. **Investment Strategy Selection**: A meeting with the City and the Investment Manager (PFMAM) to choose an investment strategy.
4. **Account Setup:** PARS and the Trustee (U.S. Bank) establish the account and provides Contribution Instructions.
5. **Contribution:** The City makes a contribution using the Transmittal Form.
6. **Review:** PARS and the Investment Manager conduct annual (or more frequent) reviews with City staff.

Summary

Council Approval Needed:

Adopt two resolutions for establishing and funding the Section 115 Trust:

- **Resolution 1**: Establish the trust through PARS and appoint plan administrators.
- **Resolution 2**: Authorize the transfer of up to $12 million from the Pension and OPEB Reserve Fund to fund the trust.



Questions?

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK, CALIFORNIA APPROVING THE ADOPTION OF THE PUBLIC AGENCIES POST-EMPLOYMENT BENEFITS TRUST ADMINISTERED BY PUBLIC AGENCY RETIREMENT SERVICES (PARS)

WHEREAS, PARS has made available the PARS Public Agencies Post-Employment Benefits Trust (the "Program") for the purpose of prefunding pension obligations and/or OPEB obligations; and

WHEREAS, the City of Newark ("City") is eligible to participate in the Program, a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code, as amended, and the Regulations issued there under, and is a tax-exempt trust under the relevant statutory provisions of the State of California; and

WHEREAS, the City's adoption and operation of the Program has no effect on any current or former employee's entitlement to post-employment benefits; and

WHEREAS, the terms and conditions of post-employment benefit entitlement, if any, are governed by contracts separate from and independent of the Program; and

WHEREAS, the City's funding of the Program does not, and is not intended to, create any new vested right to any benefit nor strengthen any existing vested right; and

WHEREAS, the City reserves the right to make contributions, if any, to the Program.

NOW THEREFORE, BE IT RESOLVED THAT:

The City Council hereby adopts the PARS Public Agencies Post-Employment Benefits Trust, effective October 24, 2024; and

1. The City Council hereby appoints the City Manager and/or the Finance Director, or their successors or their designees as the City's Plan Administrators for the Program; and
2. The City Council hereby appoints the City Manager and/or the Finance Director, or their successors or their designees as the City's Plan Administrators for the Program; and
3. The City's Plan Administrators are hereby authorized to execute the PARS legal and administrative documents on behalf of the City and to take whatever additional actions are necessary to maintain the City's participation in the Program and to maintain compliance of any relevant regulation issued or as may be issued; therefore, authorizing them to take whatever additional actions are required to administer the City's Program.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ADMINISTRATIVE SERVICES AGREEMENT AND ALL NECESSARY DOCUMENTS ASSOCIATED WITH THE ESTABLISHMENT OF THE SECTION 115 PENSION TRUST; AUTHORIZING AN AMENDMENT OF THE 2024-2026 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN TO REAPPROPRIATING PREVIOUSLY APPROVED FUNDS FOR AN INITIAL INVESTMENT OF UP TO $12 MILLION

WHEREAS, the City of Newark (the "City") currently provides pension and other post-employment benefits (OPEB) to its employees through the California Public Employees' Retirement System (CalPERS), with annual contributions determined by factors such as investment performance, actuarial assumptions, and funding policies; and

WHEREAS, the City of Newark recognizes the importance of addressing rising pension and Other Post-Employment Benefits (OPEB) costs due to increasing lifespans, changing actuarial assumptions, and volatile investment returns; and

WHEREAS, to date, the City of Newark has implemented a variety of strategies to manage its pension obligations, including:

1. Actuarially Determined Contributions (ADC): Each year, the City contributes to CalPERS the minimum required amount, consisting of the Normal Cost and Unfunded Actuarial Liability (UAL) payment, ensuring that current and past pension obligations are funded.
2. Annual UAL Prepayment: The City leverages the CalPERS prepayment option to pay the UAL in a lump sum at a discounted rate, generating cost savings and reducing overall pension costs.
3. Additional Discretionary Payments (ADPs): In recent years, the City has made substantial ADPs to CalPERS, including a $10 million payment to the Safety Plan in 2021 and a $5 million payment to the Miscellaneous Plan in 2022, significantly reducing the UAL.
4. Cost Sharing with Employees: Nearly twenty years ago, the City successfully negotiated pension cost-sharing agreements with employees. New employees are enrolled under the Public Employees' Pension Reform Act (PEPRA), which offers lower-cost, lower-benefit plans, helping to control future liabilities.
5. Fresh Start Amortization: The City adopted CalPERS’s Fresh Start Amortization for both the Safety and Miscellaneous Plans, which has streamlined repayment schedules, shortened amortization periods, and decreased long-term interest payments; and

WHEREAS, in February 2017, the City adopted a Pension and OPEB Reserve Policy, including an initial deposit of $5 million, to proactively manage pension and OPEB liabilities with

the goal of reducing the City's Unfunded Accrued Liability (UAL) and achieving a 100% funded status; and

WHEREAS, on May 9, 2024, the City Council received a presentation from City staff and NHA Financial Advisors outlining pension and OPEB liabilities, strategies to manage these costs, and the potential benefits of establishing a Section 115 Pension Trust to enhance long-term fiscal sustainability; and

WHEREAS, the establishment of a Section 115 Pension Trust is a strategic step to enhance the City's long-term fiscal sustainability and effectively manage pension obligations. This approach is recognized as an industry best practice by the Government Finance Officers Association (GFOA); and

WHEREAS, the Section 115 Pension Trust offers several key benefits, including:

1. Irrevocability and Specific Use: Funds in the trust are irrevocable and can only be used for pension or OPEB costs, ensuring they are dedicated solely to these obligations.
2. Higher Yielding Investments: The trust allows the City to invest in higher-yielding instruments compared to its current investments, such as the Local Agency Investment Fund (LAIF), offering greater potential for long-term returns and enhanced financial flexibility.
3. Local Control: The City retains control over the trust's funds, with the ability to access them at any time, provided they are used for pension-related costs.
4. Investment Flexibility: The trust allows for more diversified investments, potentially leading to higher returns and helping reduce long-term liabilities.
5. Pension Rate Stabilization: The trust acts as a financial reserve, allowing the City to smooth out fluctuations in pension rates and providing greater budgetary predictability.
6. Professional Investment Management: The City benefits from the expertise of professional fund managers while maintaining oversight to ensure alignment with risk tolerance and investment goals.
7. Long-Term Financial Stability: The trust helps address unfunded pension and OPEB liabilities, strengthening the City's financial position.
8. Improved Bond Rating Potential: By reducing pension liabilities, the trust can improve the City's bond rating, potentially lowering borrowing costs for future projects; and

WHEREAS, the City Council directed staff to return with the necessary actions to establish a Section 115 Trust as part of the City's long-term strategy for managing pension and OPEB liabilities; and

WHEREAS, PARS was selected as the preferred administrator for the City's Section 115 Trust due to its expertise, strong partnerships, flexible service offerings, and focus on public sector

agencies, making it the best fit for Newark's pension and OPEB management. Key benefits of selecting PARS include:

1. Experience: Since 1984, PARS has pioneered pension prefunding solutions and developed the OPEB Prefunding Trust and Pension Rate Stabilization Program. It also secured the first IRS Private Letter Ruling (PLR), ensuring tax-exempt status for investment income and gains.
2. Widespread Adoption: PARS serves over 500 public agencies in California, including neighboring cities such as Dublin, Livermore, and Palo Alto, providing trusted pension management solutions.
3. Investment Flexibility: PARS offers a broad range of investment options, from conservative to growth-oriented allocations, with a recommended low-cost, high-performance strategy.
4. Reimbursement Flexibility: PARS allows for reimbursements of pension-related expenses incurred within the last two years, providing financial flexibility during emergencies or budget constraints.
5. Comprehensive Trustee Services: U.S. Bank serves as the trustee, ensuring asset safety, with mutual indemnification offered by PARS.
6. Superior Returns and Competitive Fees: PARS is expected to deliver higher returns than CalPERS, with a more competitive fee structure that decreases as assets grow.
7. Diversification: The Section 115 Trust allows the City to diversify its investments, reducing reliance on CalPERS and spreading risk across multiple options; and

WHEREAS, per Resolution 10597, the City of Newark's Pension and Other Post-Employment Benefits (OPEB) Reserve Policy allows surplus funds from personnel expenditures to be transferred to the Pension and OPEB Reserve Fund at the end of each fiscal year, at the discretion of the City Manager, to ensure sufficient funding for existing obligations, and these reserves may be used to pay the unfunded liabilities of the pension or OPEB plans in any manner necessary.

WHEREAS, there is no cost to establish the Section 115 Trust, with administrative fees to be assessed only after an initial contribution is made, based on a percentage of invested funds; and

WHEREAS, the City's Pension and OPEB Reserve Fund current fund balance is sufficient to fund an initial contribution of up to $12 million into the Section 115 Trust.

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

1. Approval of Trust Establishment: The City Council hereby approves the establishment of a Section 115 Trust through the PARS Post-Employment Benefits Trust Program for the purpose of pre-funding pension and OPEB liabilities.

2. Authorization to Execute Agreements: The City Manager, or his designee, is authorized to execute all agreements necessary to establish the Section 115 Trust with PARS.
3. Plan Administrator Appointment: The City Council authorizes the City Manager and/or Finance Director, or their designee, to act as Plan Administrators for the Trust Program, with authority to execute all necessary documents and take all necessary actions to establish and maintain the Section 115 Trust.
4. Initial Investment: The City Council authorizes the reappropriation of up to $12 million transferred from the Pension and OPEB Reserve Fund to the General Fund to establish the Section 115 Trust.
5. Future Contributions: Staff shall return to the City Council with future recommendations on additional appropriations or contributions to the Section 115 Trust based on the City's financial conditions and needs.
6. Implementation: The City Manager and the Director of Finance are hereby directed to take all necessary actions to implement this resolution and establish the Section 115 Trust.

BE IT FURTHER RESOLVED that the City Council of the City of Newark hereby authorizes an amendment to the 2024-2026 Biennial Budget and Capital Improvement Plan as follows:

TRANSFER OUT FR:		
103.00.000.000.9999	Establishment of Section 115 Trust (TO Fund 110)	Up to $12,000,000
TRANSFER IN TO:		
110.00.000.000.5510	Establishment of Section 115 Trust (FROM Fund 103)	Up to $12,000,000

AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement ("Agreement") is made this _____ day of _____, 2024, between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services and PARS (hereinafter "PARS") and the [Agency Name] ("Agency").

WHEREAS, the Agency has adopted the PARS Public Agencies Post-Employment Benefits Trust for the purpose of pre-funding pension obligations and/or Other Post-Employment Benefits ("OPEB") obligations ("Plan") and is desirous of retaining PARS as Trust Administrator to the Trust, to provide administrative services.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as "Exhibit 1A" ("Services") in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as "Exhibit 1B".

3. **Payment Terms.** Payment for the Services will be remitted directly from Plan assets unless the Agency chooses to make payment directly to PARS. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month. If payment is not received from the Agency within sixty (60) days of the invoice delivery date, payment plus accrued interest will be remitted directly from Plan assets, unless PARS has previously received written communication disputing the subject invoice that is signed by a duly authorized representative of the Agency.

4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS' standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with a detailed description of the services, terms, and applicable rates for such services. Such services, terms, and applicable rates shall be agreed upon in writing and executed by both parties.

5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency providing PARS the information specified in the exhibit attached hereto as "Exhibit 1C" ("Data"). It shall be the responsibility of the Agency to certify the accuracy, content, and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the

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Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for nonperformance of Services to the extent such nonperformance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.

6. **Records.** Throughout the duration of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of Agency access to all records and material relating to calculation of PARS' fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.

7. **Confidentiality.** Without the Agency's consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency, subject to applicable law, and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.

8. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees, or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters.

9. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors, and employees, from any claim, loss, demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of, to the extent, PARS' or Agency's, as the case may be, negligent acts, errors or omissions with respect to the performance of their respective duties hereunder.

10. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state, and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state, and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.

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11. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.

12. **Force Majeure.** When a party's nonperformance hereunder was beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that its performance is prevented by such cause. Such cause shall include, but not be limited to: any incidence of fire, flood, acts of God or unanticipated communicable disease, acts of terrorism or war commandeering of material, products, plants or facilities by the federal, state or local government, a material act or omission by the other party or any law, ordinance, rule, guidance or recommendation by the federal, state or local government, or any agency thereof, which becomes effective after the date of this Agreement that delays or renders impractical either party's performance under the Agreement.

13. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.

14. **Designees.** The Plan Administrator of the Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Body of the Agency, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.

15. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

    (A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President

    (B) To Agency: [Agency]; [Agency Address]; Attention: [Plan Administrator Title]

    Notices shall be deemed given on the date received by the addressee.

16. **Term of Agreement.** This Agreement shall remain in effect for the period beginning _____, 2024 and ending _____, 2027 ("Term"). This Agreement may be terminated at any time by giving thirty (30) days written notice to the other party of the intent to terminate. Absent a thirty (30) day written notice to the other party of the intent to terminate, this Agreement will continue unchanged for successive twelve-month periods following the Term.

17. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.

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18. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions, and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.

19. **Attorneys Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement the prevailing party herein shall be entitled to receive its reasonable attorney's fees.

20. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.

21. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

22. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.

AGENCY:

BY: _____
Plan Administrator Name

TITLE: _____

DATE: _____

PARS:

BY: _____
Tod Hammeras

TITLE: Chief Financial Officer

DATE: _____

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EXHIBIT 1A

SERVICES

PARS will provide the following services for the [Agency Name] Public Agencies Post-Employment Benefits Trust:

1. Plan Installation Services:

   (A) Meeting with appropriate Agency personnel to discuss plan provisions, implementation timelines, actuarial valuation process, funding strategies, benefit communication strategies, data reporting, and submission requirements for contributions/reimbursements/distributions;

   (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;

   (C) Providing the documentation needed to establish the Plan to be reviewed and approved by Agency legal counsel. Resulting final Plan documentation must be approved by the Agency prior to the commencement of PARS Plan Administration Services outlined in Exhibit 1A, paragraph 2 below.

2. Plan Administration Services:

   (A) Monitoring the receipt of Plan contributions made by the Agency to the trustee of the PARS Public Agencies Post-Employment Benefits Trust ("Trustee"), based upon information received from the Agency and the Trustee;

   (B) Performing periodic accounting of Plan assets, reimbursements/distributions, and investment activity, based upon information received from the Agency and/or Trustee;

   (C) Coordinating the processing of distribution payments pursuant to authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;

   (D) Coordinating actions with the Trustee as directed by the Plan Administrator within the scope of this Agreement;

   (E) Preparing and submitting a monthly report of Plan activity to the Agency, unless directed by the Agency otherwise;

   (F) Preparing and submitting an annual report of Plan activity to the Agency;

   (G) Facilitating actuarial valuation updates and funding modifications for compliance with the applicable GASB pronouncements and/or statements, if prefunding OPEB obligations;

   (H) Coordinating periodic audits of the Trust;

   (I) Monitoring Plan and Trust compliance with federal and state laws.

3. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.

DRAFT

EXHIBIT 1B

FEES FOR SERVICES

PARS will be compensated for performance of Services, as described in Exhibit 1A based upon the following schedule:

An annual asset fee shall be paid from Plan assets based on the following schedule:

For Plan Assets from:			**Annual Rate:**
$1	to	$10,000,000	0.25%
$10,000,001	to	$15,000,000	0.20%
$15,000,001	to	$50,000,000	0.15%
$50,000,001	and	above	0.10%

Annual rates are prorated and paid monthly. The annual asset fee shall be calculated by the following formula [Annual rate divided by 12 (months of the year) multiplied by the Plan asset balance at the end of the month]. Trustee and Investment Management Fees are not included.

DRAFT

EXHIBIT 1C

DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information. Agency is solely responsible for ensuring that all information and documentation provided to PARS is true, correct, and authorized:

1. Executed Legal Documents:
   (A) Certified Resolution
   (B) Adoption Agreement to the Public Agencies Post-Employment Benefits Trust
   (C) Trustee Investment Forms

2. Contribution – completed Contribution Transmittal Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
   (A) Agency name
   (B) Contribution amount
   (C) Contribution date
   (D) Contribution method (Check, ACH, Wire)

3. Distribution – completed Payment Reimbursement/Distribution Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
   (A) Agency name
   (B) Payment reimbursement/distribution amount
   (C) Applicable statement date
   (D) Copy of applicable premium, claim, statement, warrant, and/or administrative expense evidencing payment
   (E) Signed certification of reimbursement/distribution from the Plan Administrator (or authorized Designee)

4. Other information pertinent to the Services as reasonably requested by PARS and Actuarial Provider.

DRAFT

City of Newark

CalPERS Unfunded Accrued Liability (UAL)

Cost Management Strategies

NEWARK
California

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Financial & Policy Strategies.
Delivered.

May 2024

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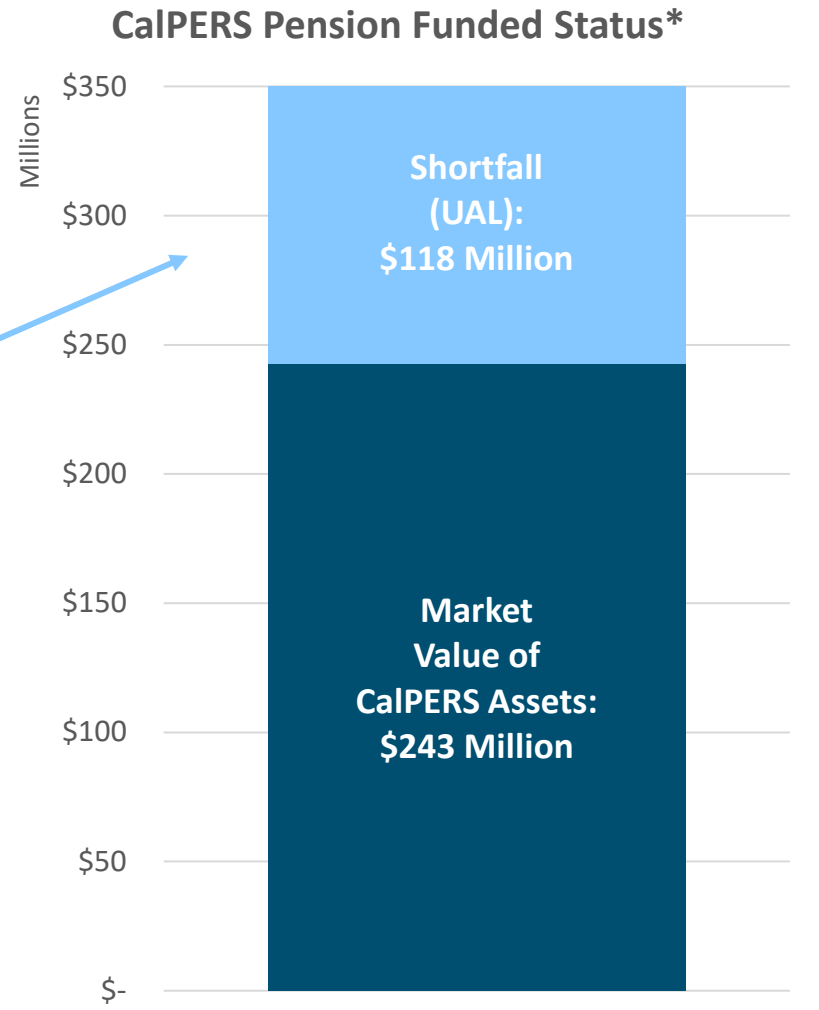
IV. Conclusion

I. Background on CALPERS Costs

Background on How CalPERS Works

- **Normal Cost ("NC")** = Annual cost for current employees

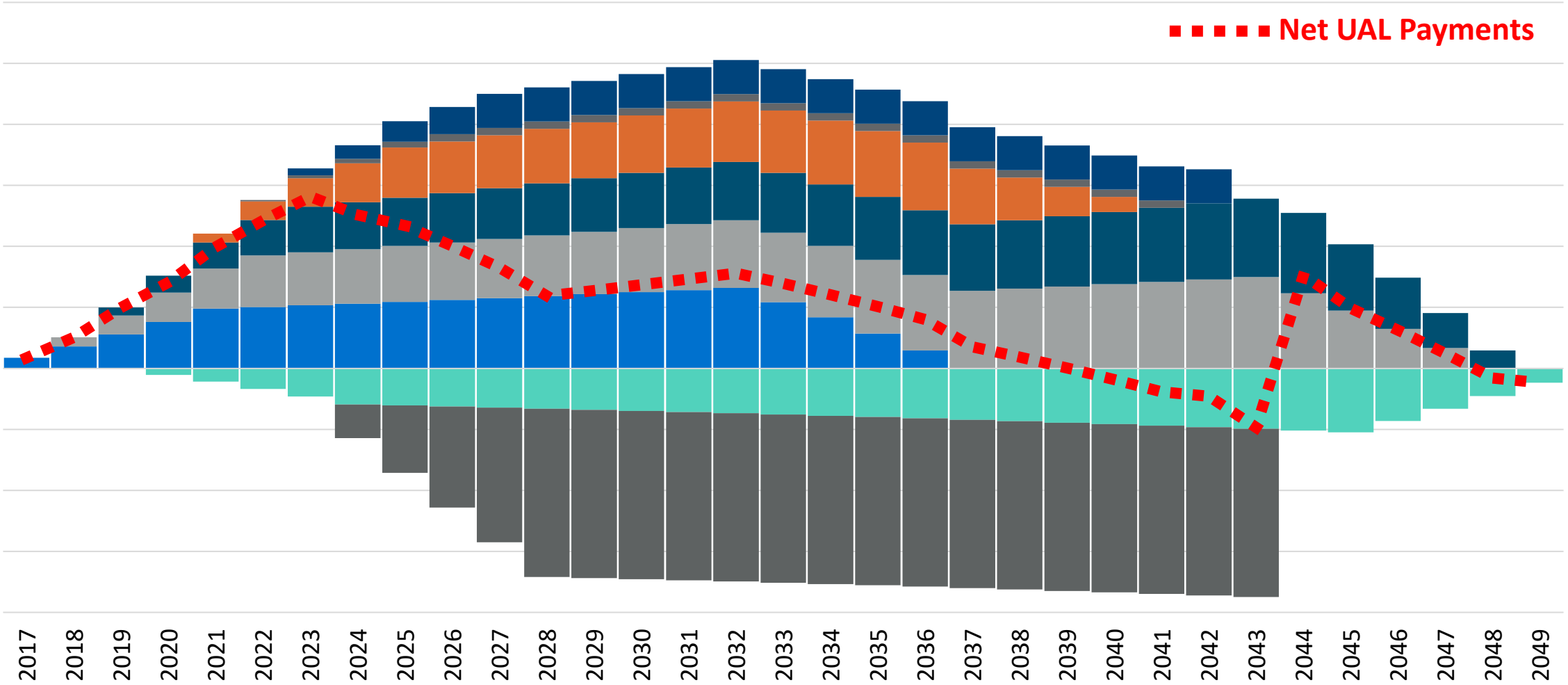
- **Unfunded Accrued Liability ("UAL"):** Annual payment to amortize the "debt" to CalPERS



*Source: CalPERS Actuarial Reports. Reflects UAL balance as of 6/30/2022.

UAL Payments are like a “Layer Cake”

More Layers Each Year; Increasing or Decreasing Height and Shape of “Cake”



Note: This graphic represents a hypothetical California public agency’s CalPERS UAL and is provided here for educational purposes.

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Why CalPERS Costs have Trended Higher

Then (late 1990s)…

- Robust investment returns (10%+)
  - Retirement plans were "Super-Funded" through the late 1990s
  - Earnings on funds were more than adequate to cover retirement costs
- Super-funded status induced widespread retirement benefits enhancements.

Now …

- Sluggish returns outlook (<7%)
- Assumptions have changed/changing
  - Discount Rate: 8.25% → 7.00% → 6.80%
  - Inflation rate
  - Mortality rates
  - Actuarial Valuation → Market Valuation
  - Shorter (20 year) amortization

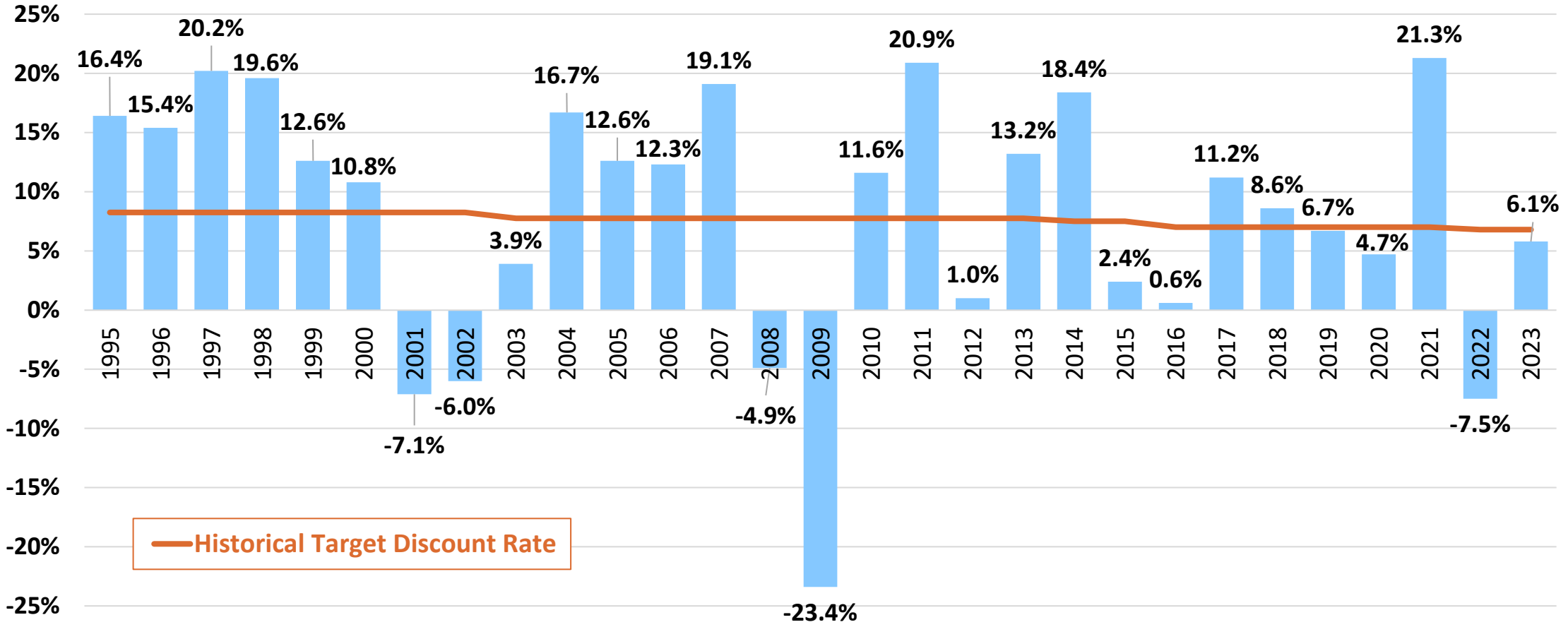
Background - Retirement Plans

- CalPERS administers the City's two defined benefit plans
- PEPRA helpful to manage long term pension costs for new employees
- However, over 99% of UAL is attributable from Classic plans and not reduced by PEPRA

MISCELLANEOUS PLANS			
Benefit Group	**# of Actives**	**% of Actives**	**Benefit Formula**
Miscellaneous	58	47.9%	2.5% @ 55
PEPRA Miscellaneous	63	52.1%	2.0% @ 62
Total Active Members	**121**	**100.0%**	**-**
Total Covered Members	**578**		

SAFETY PLANS			
Benefit Group	**# of Actives**	**% of Actives**	**Benefit Formula**
Safety Police	23	46.9%	3.0% @ 50
PEPRA Safety Police	26	53.1%	2.7% @ 57
Total Active Members	**49**	**100%**	**-**
Total Covered Members	**313**		

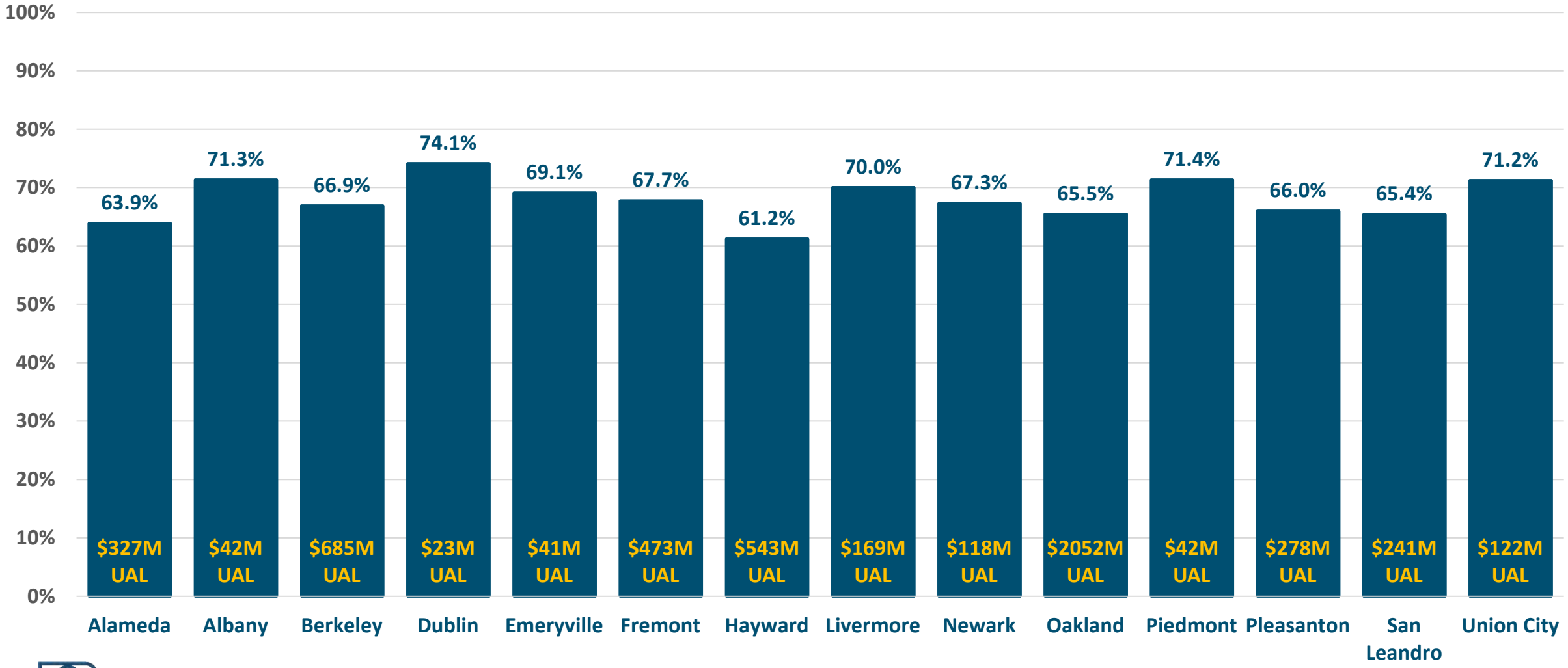
CalPERS Historical Investment Returns



Current Discount Rate	5-Year Average	10-Year Average	20-Year Average	30-Year Average
6.8%	6.1%	7.1%	7.0%	7.5%

Source: *CalPERS.*

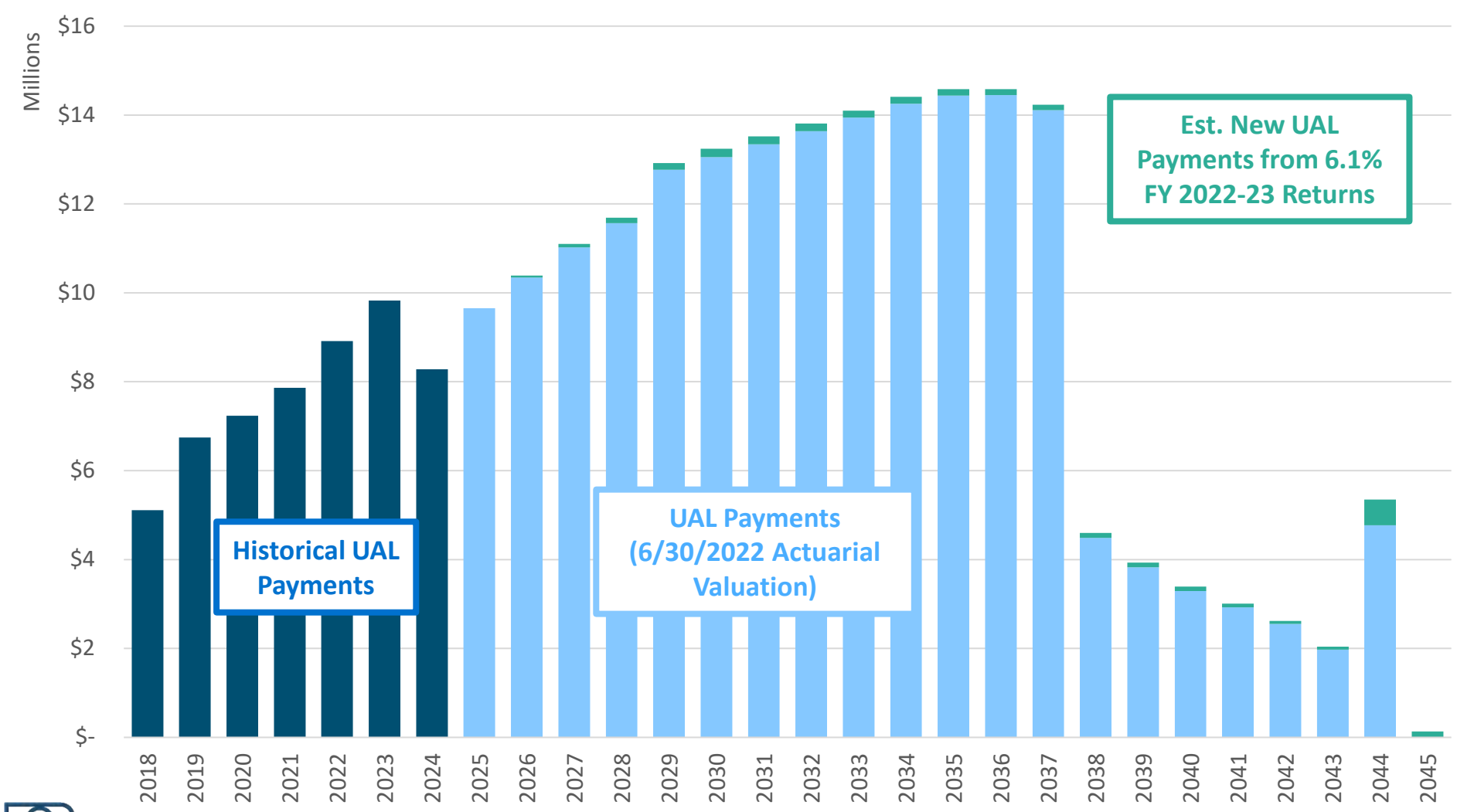
Alameda County Cities: CalPERS Funding Status (6/30/2022)



Source: CalPERS Actuarial Reports (6/30/2022 Valuation). CalPERS funding status not inclusive of any set-aside reserves for pension costs.

II. Historical and Projected CalPERS Costs

Historical and Projected UAL Payment Schedule



UAL Balance (FYE):	Returns:
2020: $121M	4.7%
2021: $83M	21.3%
2022: $118M	-7.5%
2023: $119M	6.1%

Source: *CalPERS Pension Outlook Tool & Actuarial Valuation Reports. Assumes FY 2022-23 CalPERS Investment Returns of 6.1%, 6.8% Investment Returns from FY 2023-24 onward.*

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III. Potential Cost Management Strategies

Cost-Containment Strategies – Not Mutually Exclusive

- (1) Negotiate Cost Sharing With Employees ☑
- (2) Fresh Start Amortization offered by CalPERS ☑
- (3) Prepay UAL early in Fiscal Year (≈ 3.3% discount) ☑
- (4) Additional Discretionary Payments (ADP) ☑
- (5) Section 115 Trust ☐
- (6) Restructure All or Portion of Remaining UAL — **Currently not recommended; Continue to monitor**

City's Proactive Pension Cost Management Actions

June 2024	**Proposed Establishment of Section 115 Trust**
June 2022	$5 Million CalPERS ADP (Miscellaneous Plan)
June 2021	$10 Million CalPERS ADP (Safety Plan)
February 2017	Adopted Pension & OPEB Reserve Policy; Funded $5 Million Reserve Fund
June 2016	CalPERS 20-Year Fresh Start (Miscellaneous Plan)
June 2015	CalPERS 20-Year Fresh Start (Safety Plan)

Use Cash Reserves: ADP

- **Pros:**
  - Reduced future payments
  - Reduced UAL / higher CalPERS funding ratio
  - Broader, less restrictive CalPERS investment portfolio has potential for higher returns
- **Cons:**
  - Re-investment and market timing risk
  - No options for other investment portfolios
  - Less budget flexibility

City has proactively managed future pension costs through ADPs to reduce the UAL and save on interest costs in 2021 ($10M) and 2022 ($5M)

Use Cash Reserves: Section 115 Trust

- **Pros:**
  - Potential for increased investment returns vs. current General Fund reserves
  - Longer-Term: Trust funds can grow over time and pay off full UAL in the future
  - Short-Mid Term: Apply during challenging budget years or to "smooth" payment spikes
  - Potential shock absorber for volatility from CalPERS investment performance & assumption changes
- **Cons:**
  - Market risk

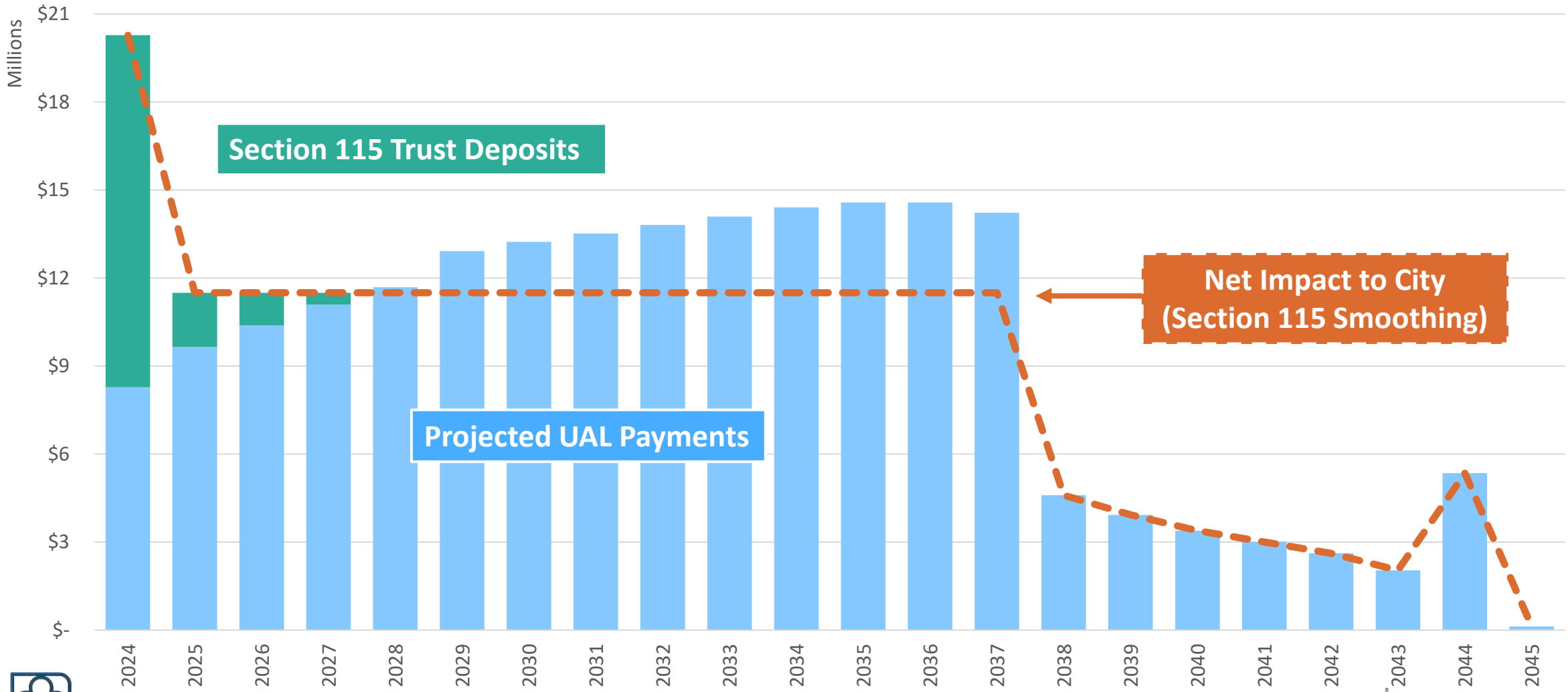
City currently has $12.4 million balance in its pension/OPEB reserve that can be allocated toward funding a Section 115 Trust

Section 115 vs. CalPERS ADP Comparison

OPTION	Section 115 Trust	CalPERS ADP
Reduced UAL & UAL Payments with CalPERS	No	Yes
Reduced Pension Liability in Financial Report (ACFR)	No (Show up as an asset on the City's financial statements)	Yes
Control of Investment Strategy	Yes	No
Funds Managed By	Trust Administrator	CalPERS
Flexibility in Uses	Yes	No
Enhanced Budgetary Flexibility	Yes	No
Savings	Varies; Depends on when City utilizes funds to pay liabilities	Immediate; Length of time varies based on which amortization component is paid off

Section 115 Trust Strategy: UAL Payments Smoothing

"Smooth the Peak" and Stabilize Payments with Selective Withdrawals



**Assumes 6.80% Discount Rate, 6.1% FY 2022-23 CalPERS Investment Returns; 6.80% from FY 2023-24 onward. Assumes 4.50% Section 115 Trust investment returns. Reflects $12M Section 115 Trust initial deposit in FY 2023-24 and additional deposits through FY 2026-27.*

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Potential Steps to Implement the Section 115 Trust

1. City determines preferred Section 115 Trust provider
2. City Council adopts resolution (at future meeting) authorizing City to create a Section 115 Trust
3. City sends signed copy of resolution to trust provider
4. Trust provider sends set of signature-ready documents to City
5. Trust provider coordinates meeting with City & investment manager to discuss investment options and select strategy, which will then support development of an investment policy
6. City signs documents and returns to trust provider
7. Trust provider works with trustee bank to establish account
8. City makes contribution once account is ready

- **After the Trust is implemented, trust provider will conduct annual reviews (unless more frequently desired by the City)**

Actions to be Consider from City Council at Future Meeting Date

1. Adopt the Section 115 Trust with trust provider
   - Initial investment of $12 million from pension reserve
2. Appoint the City Manager, Finance Director or designee, as the City's Plan Administrator for the Section 115 Trust
3. Authorize the City's Plan Administrator to execute the trust provider's legal and administrative documents on behalf of the City

IV. Conclusion

Conclusion

- Rising pension costs are a challenge facing most public agencies
  - Newark has taken significant steps in addressing this challenge in the past
  - City should conservatively plan for CalPERS underperformance
- City can consider establishing a pension Section 115 Trust to manage ongoing pension liabilities
  - Fund with initial deposit of $12M from existing pension reserve
  - Potential for greater long-term earnings on funds than in LAIF
  - Ability to implement costs smoothing and augment budgetary flexibility versus ADPs

STAFF REPORT

Item F. 7.

DATE	10/24/2024
TO	Honorable Mayor and City Council Members
FROM	Krysten Lee, Finance Director
SUBJECT	Provide Input Regarding Proposed Updates to the Master Fee Schedule Based on the Cost of Services Study

SUMMARY AND RECOMMENDATION

Staff recommends that the City Council review and provide feedback on the proposed updates to the City's Master Fee Schedule (MFS) and a draft of the City's first Cost Recovery Policy. These proposed updates were prepared in response to the November 2023 Cost of Services Study prepared by a consultant and were guided by the draft Cost Recovery Policy, ensuring that fees accurately reflect the true cost of services and support financial sustainability. Feedback from the February 2024 City Council meeting in which staff and the consultant provided an overview of the Cost of Services Study has also been incorporated.

The Cost Recovery Policy provides a formal framework for categorizing fees based on recovery levels, service benefits, and community impact. This policy ensures that fees are regularly reviewed and adjusted to maintain fairness, accountability, and alignment with the City's financial goals.

Updating the MFS ensures Newark operates in a fiscally responsible manner by aligning fees with the true cost of services. The updates offer a framework for ongoing fiscal sustainability based on findings from the Cost of Services Study.

The study projects an annual cost recovery increase of up to $1.8 million if the recommendations are fully adopted.

Staff recommends that the City Council provide direction on the proposed updates, with the final version to be presented at a public hearing on November 14, 2024, incorporating any further City Council feedback.

BACKGROUND

In February 2024, the City Council received a report from staff and a representative from Revenue & Cost Specialists, LLC (RCS), a consultant the City hired to conduct a Cost of Services Study and develop a Cost Allocation Plan (CAP) to determine appropriate fee levels. This was the first comprehensive fee study in over ten years. The study aimed to establish proper cost recovery levels and update fees to reflect current operations and regulatory standards.

Best practices recommend that local governments update their Fee Schedules annually. Although City staff conducts internal reviews, it has been over ten years since the last comprehensive fee study. The primary objectives of the recent comprehensive fee study were to: (1) establish appropriate cost recovery levels for services benefiting individuals or specific groups, rather than the community as a whole, and (2) realign fees with current operations, best practices, and regulatory requirements.

At the February 2024 City Council meeting, staff and the representative from RCS provided an overview of how fees are calculated, highlighted cases where government subsidies are involved, and gathered preliminary feedback on cost recovery objectives. This feedback has been incorporated into the attached redline version of the MFS and the Cost Recovery Policy. Additionally, a comprehensive 300+ page analysis, previously discussed during the informational session, is included. The consultant also provided guidance on how to interpret the report.

DISCUSSION/ANALYSIS

The City of Newark adopts a fee resolution annually to establish the fees for services for the upcoming fiscal year, which are compiled into the MFS. Traditionally, City staff conducts an in-house review of the MFS, making incremental adjustments based on departmental requests. These proposed changes are reviewed annually and adopted by the City Council during a public hearing.

It is considered best practice for local governments to review their fee schedules annually and conduct a comprehensive fee study every three to five years. This is the first comprehensive fee study undertaken by the City in over a decade.

At the February 22, 2024 City Council meeting, staff and RCS presented findings from the Study, assessing whether the City’s service fees adequately recover the costs of providing services. Feedback from the Council was incorporated into a redline version of the MFS, attached to this report. The updates reflect the cost recovery levels and recommendations from the Study, ensuring compliance with cost recovery policies and legal standards, including Propositions 218 and 26.

Local governments, including Newark, use user fees as part of a cost-recovery strategy for services that provide individual benefits. Without adequate fee adjustments, the General Fund may subsidize individual services, limiting resources for broader community needs. The fees proposed in the MFS follow the legal framework set by Proposition 218 (which governs property-related fees) and Proposition 26 (which distinguishes taxes from fees). These regulations ensure that fees do not exceed the reasonable cost of providing services.

The methodology for calculating the total cost of each service in the Fee Study involves two primary components:

1. Fully Burdened Hourly Rates (FBHR): This includes both direct costs, such as staff salaries and benefits, and indirect costs, like finance or HR support, which are shared across multiple services.
2. Time Spent on Service Delivery: The FBHR is multiplied by the average time staff spend to provide each service. These calculations establish the full cost recovery levels shown in the fee schedules.

This approach allowed the City to introduce new fees for previously unfunded services, adjust existing fees, and review market demands to improve service delivery. Additionally, the study included an analysis of legal feasibility, fee invoicing, and collections practices.

Cost Calculation Process RCS used a three-step process to determine costs for service centers:

1. Service Identification: Identifying the full range of services provided by the City.
2. Cost Calculation: Determining the cost of each service using the FBHR and time spent on each service.
3. Revenue Comparison: Comparing the revenue generated by each service to its cost to identify any subsidies from the General Fund.

This process resulted in detailed service center worksheets summarizing revenue and costs, based on the legal definitions of “costs reasonably borne” from Proposition 4 (Gann Limit) to ensure that government fees do not exceed the reasonable cost of delivering a service.

Under this definition, "costs reasonably borne" include both direct and indirect expenses such as:

- Labor costs
- Employee benefit costs
- Operational services and supply expenses
- Overhead expenses
- Administrative costs
- Start-up costs
- Future capital expenses
- Capital replacement expenses
- Costs for expansion of services
- Debt repayment

The services examined in the Fee Study are organized into the following categories:

- Development Services
- Public Safety
- Administration
- Recreation and Community Services

The study excluded development impact fees, taxes, assessments, fines, penalties,

franchise fees, and utility rates, as these items are governed by different regulations and thresholds.

Regular fee reviews help increase General Fund availability for services that benefit the entire community, and ensure fee payers contribute appropriately to service costs. This process helps maintain service levels, ensures generational equity, and supports informed decision-making.

In line with Government Finance Officers Association (GFOA) best practices, a Cost Recovery Policy has been incorporated into the MFS and is located at the front of the final document.

Key Provisions of the Cost Recovery Policy:

- Cost Recovery Goals: Fees shall not exceed the total cost of service delivery, with streamlined processes and market rates maintaining competitiveness. Enterprise fund fees shall fully recover costs, and shall be reviewed annually to ensure fairness and alignment with current conditions.
- Cost Recovery Levels: Fees are categorized by recovery levels, ranging from Full (100%) for total service costs, High (81-100%) for individual services, Medium (51-80%) for mixed benefit services, to Low (0-50%) for services with broad taxpayer benefits or accessibility needs. Fees may also be adjusted based on market, legal, or policy factors to ensure access and equity.
- Annual Review and Adjustments: Fees shall be reviewed annually and adjusted based on changes in the Consumer Price Index (CPI) and cost-of-living adjustments (COLA). A comprehensive review shall be conducted every three to five years to ensure fees remain aligned with service costs and economic conditions.
- Phased Fee Increases: In cases where fees have not been adjusted for an extended period, increases may be gradually implemented over several years. This phased approach minimizes the financial impact on residents and businesses by preventing sudden, significant fee changes. It allows the community to plan for and adjust to the changes gradually, ensuring services remain accessible while working towards full cost recovery.
- Exemptions/Subsidies: Subsidies may be applied to programs that benefit the broader community or promote equity.
- Transparency: Fee schedules shall be publicly available, and community feedback shall be sought to ensure compliance with legal requirements (Propositions 13, 62, and 218).

This policy complements the MFS by introducing a structured framework for setting and adjusting fees, guiding decisions to ensure financial sustainability while promoting equitable access to services. Annual reviews shall align fees with the true cost of service delivery, reinforcing both fiscal responsibility and fairness.

Staff recommends that the City Council review the attached redline version of the MFS, which integrates findings from the Cost of Services Study, the Cost Recovery Policy, and feedback from the February 22, 2024 City Council meeting. Staff will conduct annual fee reviews, bringing any unchanged fees back for future Council consideration,

and shall provide further analysis as needed for Fiscal Year 2025.

The attached redline version of the MFS includes the following key updates:

- Cost Recovery Policy Integration: The proposed Cost Recovery Policy establishes a formal framework for categorizing fees based on recovery levels, service benefits, and community impact, ensuring that fees are reviewed and adjusted annually to reflect the true cost of providing services.
- Fee Adjustments for City Services: Fees for various City services across departments and divisions have been revised to align with the cost recovery recommendations from the Study.
- New and Updated Fees: Fees have been introduced or adjusted for previously unfunded or underfunded services to reflect their true costs. This aims to reduce reliance on tax and General Fund subsidies, ensuring that service users contribute a fair share.
- Compliance with Legal Mandates: The fee schedule complies with Propositions 218 and 26, ensuring that fee increases are reasonable, proportional, and directly tied to the cost of providing services.
- Establishment/Modification of Fees: Fees shall be reviewed annually and updated based on changes in the Consumer Price Index (CPI) and negotiated cost-of-living adjustments (COLA). The fee schedule shall be updated and published annually, with new fees becoming effective on July 1 of each year. Additionally, a comprehensive review of all fees shall be conducted every three to five years to ensure they remain aligned with service costs and current economic conditions.

If approved by the City Council, the updated master fee schedule will take effect immediately. Departments are ready to implement the new fee structure and will provide public notifications as necessary.

FISCAL IMPACT

The adoption of the updated MFS is expected to improve the City's financial position by ensuring that a greater portion of the costs for certain services is recovered through user fees. This will reduce the burden on the General Fund and allow for more strategic use of City resources.

The Study estimates that full implementation of the updated fees could generate up to $1.8 million in additional annual revenue. This revenue is designed to offset the costs of existing services provided by the City. By recovering these costs from service recipients, the City can free up critical General Fund resources, allowing them to be redirected toward services and activities that benefit all Newark residents and businesses.

REVIEW AND APPROVAL

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

Redline_Changes_Only_MFS
Cost Recovery Policy
Presentation

	Account No.	Description	Fee (in dollars)
I. GENERAL FUND - ADMINISTRATIVE SERVICES			
A. ~~PARADES~~ PERMITS			
1110.00.000.000	4199	2. Annual Bingo Permit-for special services and materials provided by City staff prior to issuance. *As provided by State law - P.C. 326.5(I)(1) Moved from Section I.	50*
		3. Circus/Carnivals Permits/Festival Like Event Deposit (required) Moved from Section K.	375/day plus actual cost
		4. Film Permit	200 plus reimbursement agreement for actual city costs to process
B. DOCUMENT CERTIFICATION			
110.00.000.000	4104	1. Document Certification	~~8~~ 35
C. REPRODUCTION WORK			
Various	4104	1. Photocopies	First 10 pages - No charge Each subsequent page after 10 pages:
		a. General Documents, letter or legal size (black & white)	~~.10~~ .20/page
		b. General Documents, letter or legal size (color)	~~.25~~ .50/page
		c. General Documents, 11x17" (black & white)	~~.25~~ .50/page
		d. General Documents, 11x17" (color)	~~.50~~ .60/page
Various	Various	2. Document Retention Fee	
		a. A reduction fee for all approved final plans	~~5/sheet for first seven, and 2/sheet thereafter~~ 10% of Building Permit fees ($5 min and $10k max)
D. FILING			
Various	4104	1. Appeals to City Council ~~resulting from action by any City administrative or advisory body~~ from Planning Commission	~~100~~ 5,625
		~~2. Appeals to City Council resulting from City Staff determination~~	~~80~~ Remove

	Account No.	Description	Fee (in dollars)
F. SUBPOENA OF RECORDS			
110.30.031.310	4125	1. ~~Deposit –~~ Subpoena of Records ~~(Cash Deposit - 110.2290)~~	15
		3. Dubbing – (See I.~~R~~ P.)	
~~I. BINGO PERMITS~~			Move to section A
~~110.00.000.000~~	~~4199~~	~~1. Annual Bingo Permits – for special services and materials provided by City staff prior to issuance.~~	~~50*~~
		~~* As provided by State law - P.C. 326.5(l)(1)~~	
~~J.~~ I. ANNUAL REPORT REPRODUCTIONS			
110.00.000.000	4104	5. Compact Disc (CD) for any combination of reports 1-4 above	~~5~~ 10/CD
~~K. CIRCUSES / CARNIVALS / FESTIVAL-LIKE EVENT~~			Move to section A
~~110.00.000.000~~	~~4199~~	~~1. Permit~~	
		~~a. Deposit (required)~~	~~375/day plus actual cost~~
~~L.~~ J. NEWARK MUNICIPAL CODE REPRODUCTIONS			
~~M.~~ K. BUSINESS LICENSE			
~~110.00.000.000~~	~~4104~~	~~1. Business License Listings - complete listings and monthly updates~~	~~.10/page~~ Remove
110.00.000.000	4050.130	2. Business License Registration	
		a. ~~Annual Registration~~ New Business License	~~30 annually for each business that requires a business license~~ In-City Business - 125 per application Out-of-City Business - 32 per application
		~~a~~ b. Annual ~~Registration~~ Renewal	~~30~~ 32 annually for each business that requires a business license
		~~b~~ c. Contractor's Annual Registration See Resolution No. 6108	~~30~~ 32
		~~c~~ d. Contractor's Quarterly Registration See Resolution No. 6108	10 (not to exceed 30 annually)

	Account No.	Description	Fee (in dollars)
~~M.~~ K. BUSINESS LICENSE, Continued			
110.00.000.000	4104	4. a. Changes to Business License	~~30~~ 32*
		b. Duplicate printing of Business License	~~30~~ 10*
		* Except as stipulated in Sections 5.04.150 and 5.04.170 of the Newark Municipal Code	
~~N.~~ L. RETURNED CHECK			
110.00.000.000	4990	1. Returned Check	~~Bank fee; labor cost plus 100%, maximum of 25 first occurrence and 35 subsequent occurrences~~ 100 per check

	Account No.	Description	Fee (in dollars)
I. GENERAL FUND - POLICE			
~~O.~~ M. PERMITS			
110.30.030.300	4199	1. ~~Explosives~~	~~78~~ Remove
		2. Carry concealed weapons	
		a. ~~New~~ Initial Permit	~~1200~~ 200 Submission of application / 200 Issuance fee /Total 400
		b. ~~Annual~~ Permit Renewal	~~100~~ 150
		c. Permit Modification	50
		d. Permit Duplication	50
		3. Sell pistols, revolvers, and other firearms capable of being concealed upon the person	
		a. New	~~1200~~ 775
		b. Annual Renewal	~~100~~ 215
		4. Billiard Parlor Annual	~~200~~ 775
		5. State Second-Hand Dealer's License	~~195~~ 775
		6. Dance - Annual	~~250~~ 210
		7 Dance - Single Use	~~100~~ 370
		8. ~~Taxicab Company Certification~~	~~250~~ Remove
		9. ~~Taxi Driver Certification~~	~~250~~ Remove
		10. Massage Establishment	
		a. New	~~500~~ 435
		b. Annual Renewal	~~250~~ 215
		11. Massage Therapist	
		a. New	~~350~~ 435
		b. Annual Renewal	~~250~~ 215
		13. Tow Company/Driver	300
		14. Police Business Background Review	435
~~P.~~ ~~DUBBING SERVICES~~			
~~110.30.033.330~~	~~4104~~	~~1. From Master logging recorder~~	~~Actual personnel salary, benefits and overhead pro-rated per 15-minute increments (one hour minimum)~~ Remove
~~110.30.033.330~~	~~4104~~	~~2. Dubbing of voice media from other evidentiary media sources~~	~~60/hour (one hour minimum)~~ Remove

	Account No.	Description	Fee (in dollars)
~~Q~~. N. POLICE RECORD INFORMATION			
110.30.033.330	4104	1. Accident or police reports*	~~10~~/case number First 10 pages - no charge Each page after 10 pages - $0.20 per copy
		2. Computer-generated statistical reports	~~20~~/report First 10 pages - no charge Each page after 10 pages - $0.20 per copy
		* Copies of accident and police reports are available only to persons authorized by law	
~~R.~~ O. REPRODUCTION WORK			
~~S.~~ P. PROCESSING			
110.30.031.310	4125	~~2. Evidence~~	~~Actual personnel salary, benefits and overhead pro-rated per 15 minute increments (one hour minimum)~~ Remove
		~~4. Suspect Property Storage~~	~~10/month~~ Remove
		5. Firearms Storage (per PC 33880)	~~50~~/weapon First weapon - 100 Each additional Weapon - 50
		6. Accident photo(s) ~~on CD~~ Electronic File Copy *	20/~~CD~~ Per device
		7. Citation Sign Off (issued by other agencies and a non-resident or does not work in Newark)	15
		* Available only to persons authorized by law	
~~T.~~ Q. LETTERS			
110.30.033.330	4104	1. Clearance	~~50~~ 95
		2. Alcoholic Beverage Control Clearance	~~200~~ 540
~~U~~. R. BURGLAR, INTRUSION, AND ROBBERY ALARM SYSTEM			
110.30.030.300	4199	1. Alarm User's Permit Application	
		a. Nontransferable Permit	~~50~~ Actual Third party costs
		b. Alarm File Update	~~21~~ Actual Third party costs
		c. Biennial Renewal	~~10~~ Actual Third party costs

	Account No.	Description		Fee (in dollars)
~~V.~~ S. EMERGENCY RESPONSE COST RECOVERY PROGRAM				
110.30.031.310	4121	1. Driving Under the Influence		~~$448~~ 860 per incident plus lab fees
~~W.~~T. VEHICLE TOW				
110.30.033.330	4122	1. Release		Up to ~~200~~ 240
		~~2. Vehicle Lien Sale (C.V.C. 22651.i.3)~~		~~200 plus parking penalties~~ Remove
~~X.~~ U. ABANDONED VEHICLE ABATEMENT				
110.30.031.310	4123	1. Abandoned Vehicle Abatement		
		a. First vehicle found on private property abandoned, wrecked, dismantled, unregistered, and declared a public nuisance		~~325~~ Actual costs
		b. Each additional vehicle found on same private property as above abandoned, wrecked, dismantled, unregistered, and declared a public nuisance		~~200~~ Actual costs
~~Y.~~ V. PARKING CITATION PENALTIES				
		Parking Violations		
		A. Left unattended	10.26.030(A) NMC	75
		B. Creating obstruction or hazard	10.26.030(B) NMC	75
		C. Blocking private driveway	10.26.030(C) NMC	75
		D. Preventing access to fire hydrant	10.26.030(D) NMC	75
		E. No parking sign	10.26.030(E) NMC	75
~~Z.~~ W. EXTRAORDINARY/MULTIPLE POLICE RESPONSE COST RECOVERY				
110.30.031.310	4125	1. Interfering with or falsely reporting an emergency (148.1-148.6 P.C.)		~~113/hour/Officer~~ Actual costs
		2. Hit and run accidents, responsible driver (20001(a) and 20002(a) C.V.C.)		~~113/hour/Officer~~ Actual costs
		3. Extraordinary/multiple police response, i.e., SWAT or hostage negotiator team, and special events/incidents (7.10 NMC)		~~113/hour/Officer~~ Actual costs
~~AA.~~ X. BOOKING FEE REIMBURSEMENT FOR CONVICTED PERSONS (29550.1 G.C.)				
110.30.031.310	4127	~~1. Alameda County, full booking~~		~~County rate plus 15% admin fee~~ Remove
		~~2. Alameda County, partial booking~~		~~County rate plus 15% admin fee~~ Remove
		~~3. Fremont Police Department~~		~~Fremont rate plus 15% admin fee~~ Remove

	Account No.	Description	Fee (in dollars)
~~BB.~~ Y. ANIMAL CONTROL SERVICES			
110.30.030.302	4124	2. Exotic Animal and Animal Fancier's Permit	
		a. Exotic Animal, initial permit	~~122~~ 150
		b. Exotic Animal, annual renewal	~~122~~ 100
		c. Exotic Animal, delinquency penalty	~~60~~ 100
		d. Exotic Animal, initial or renewal, for residents age 60 and above	~~30~~ 40
		e. Animal Fancier, initial permit	~~122~~ 150
		f. Animal Fancier, annual renewal	~~122~~ 100
		g. Animal Fancier, delinquency penalty	~~60~~ 100
		i. Animal Fancier, initial or renewal, for residents age 60 and above	~~30~~ 20
		3. Reinspection of premises to ensure correction of previously noted deficiencies. (Does not apply where deficiencies have been corrected.)	~~60~~ 210 or Actual costs plus outside costs, as determined by staff
		4. Impounding Charges	
		a. Dog redeemed from shelter or Newark Animal Control (off-truck redemption)	~~35~~ 50
		d. Additional impoundments – same animal	
		(1) Second impoundment within 6 months	~~70~~ 100
		(2) Third and subsequent impoundments within 6 months, each occurrence	~~140~~ 200
		e. Dead animals, owned, picked up (see 9e):	
		(1) Dog not currently licensed with City: less than 80 lbs.	~~91~~ 120
		(2) Dog not currently licensed with City: 80 lbs. and above	~~103~~ 135
		(3) Dog currently licensed with City: less than 80 lbs.	~~76~~ 100
		(4) Dog currently licensed with City: 80 lbs. and above	~~91~~ 120
		(5) Any other animal not listed above	~~45~~ 60 minimum (See 9b and 9e)
		(6) Residents age 60 and above for (1)-(5)	~~17.5~~ 25
		g. Home quarantine inspection	
		(1) Unlicensed dog	~~132~~ 315
		(2) Licensed dog	~~120~~ 285
		(3) Other	~~50~~ 120

	Account No.	Description	Fee (in dollars)
~~CC~~. Z.	GARBAGE/RECYCLABLES		
~~DD~~. AA.	TRUANCY		
~~EE.~~ BB.	ADMINISTRATIVE VIOLATIONS		

	Account No.	Description	Fee (in dollars)
I. GENERAL FUND - FIRE			
~~FF.~~ CC.		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 period will require that a new permit be applied for. These fees may include the in-house plan review, consultation, and inspection by the Fire Department. Additional project time will be invoiced to the applicant at a rate of 125/hour or cost plus 25% if an outside consultant is used.			
110.40.040.400	4132	1. Fire Protection Systems	
		a. Underground private service mains	
		(1) New or modified systems	~~498~~ 863
		b. Sprinkler system: New Commercial System	
		(1) Less than 5,000 square feet	~~570~~ 671
		(2) 5,001 to 50,000 square feet	~~570~~ 1151
		(3) Greater than 50,000 square feet	~~570~~ 1151
		c. Sprinkler system: New Residential System	
		(1) NFPA 13R	~~404~~ 959
		(2) NFPA 13D	~~404~~ 671
		d. Sprinkler system: Tenant Improvements	
		(1) Less than 20 heads with no branch line changes	~~335~~ 479
		(2) 20 heads or more; or when branch line changes are made	~~504~~ 767
		e. Fire Pumps	~~405~~ 767
		f. Fire protection system repairs	~~135~~ 192/hour (one hour minimum)
		2. Fire Alarm Systems	
		a. New/modifications	~~732~~ 575< 50 devices; ~~1,392~~ 863 - 50 or > devices
		3. Hazardous Materials Facilities or Piping Systems (including building rooms and containment areas)	
		a. Construction/Installation	~~477~~ 1534
		b. Closure/Removal	~~477~~ 1342
		4. Tanks and Tank Systems	
		a. Installation, Replacement, Removal, or Closure	~~529~~ 767 for first tank; ~~129~~ 575 per additional tank

	Account No.	Description	Fee (in dollars)
~~FF.~~ CC. SINGLE TRANSACTION PERMITS, Continued			
110.40.040.400	4130	5. Annual Fireworks Sales	192/hour Fee based on previous year's actual cost *
		* Per Newark Municipal Code 15.32.190	
110.40.040.400	4132	6. Other Fire Code Construction	~~135~~ 192/hour (one hour minimum)
		7. Modified Permit Fee for projects that do not 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 activities	~~135~~ 192/hour (one hour minimum)
		8. Building Construction Plan Review (includes plan review and inspections)	~~315~~
		a. New Single Family House and Tenant Improvements	~~315~~ 671
		b. Multi-Family, Commercial, or Industrial construction, and other activities	~~315~~ 1,342
		9. Miscellaneous	
		a. Reinspection or Re-Test	~~135~~ 192/hour (one hour minimum)
		b. Nonbusiness hours inspections times	~~135~~ 192/hour (one hour minimum)
		c. Other Fire Prevention Services	~~135~~ 192/hour (one hour minimum)
		~~d. Self Inspection~~	34/year Remove
		h. Extra Plan Check	192
		i. Extra Inspection	192
~~GG.~~ DD FIRE CODE OPERATIONAL PERMITS			
110.40.040.400	4132	1. Annual Permit	~~135~~ 192/hour; ~~67.50/half hour~~ (one hour minimum)
~~HH.~~ EE. FALSE ALARM ACTIVATION			

	Account No.	Description	Fee (in dollars)
~~II.~~ FF.	EXTRAORDINARY FIRE RESPONSE		
~~JJ.~~ GG.	HAZARDOUS MATERIALS EMERGENCY EQUIPMENT		
KK. HH.	PENALTIES		
~~LL.~~ II.	FIRE DEPARTMENT SPECIAL SERVICES		

	Account No.	Description	Fee (in dollars)
II. DEVELOPMENT SERVICES (All fees shall be rounded to the nearest whole dollar)			
A. ENGINEERING			
120.60.061.611	4158	2. Street Easement Vacation (vacation requested by property owner)	~~2000~~ 3,000
		3. Assessment Splits	
		a. Amended Assessment Diagram Check	~~500~~ 750
		b. New Assessment Segregation	~~250~~ 375 each new assessment up to a maximum of 1,100
B. DEVELOPMENT			
120.60.061.611	4158	1. Tentative Tract Map	
		a. Plan Check	~~3,500~~ 9,345/application plus 75/lot after the first four (4) lots
		b. Plan Check – Condominiums	~~3,500~~ 9,345/application plus 75/unit after the first four (4) units
		c. Time Extension	~~1100~~ 4,340
120.60.061.611	4158	2. Tentative Parcel Map Check	
		a. Commercial/Industrial	~~2,000 plus 30/lot~~ 7,245/application
		b. Residential	~~2,000 plus 60/lot~~ 7,245/application
120.60.061.611	4158	3. Record Map Check (Tract or Parcel)	
		a. Commercial/Industrial	~~2,000~~ 8,880/map plus ~~30~~ 75/lot after the first four (4) lots
		b. Residential	~~2,000~~ 8,880/map plus ~~60~~ 75/lot after the first four (4) lots
		4. Certificate of Correction for Record Maps	~~500~~ 4,340
		5. Certificate of Map Act Compliance	~~100~~ 4,340
		6. Request for Parcel Map Waiver	~~1100~~ 2,295
120-Various	4104	9. Document Retention	See I.C.~~3~~.2.
120.60.061.611	4158	11. Tree Removal Application/Permit (maximum three trees per application)	~~100~~ 150/application (non-refundable)
		12. Subdivision Ordinance Variance for Parcel Maps	
		a. Commercial/Industrial	~~1050~~ 1,575
		b. Residential	~~1600~~ 2,400
		13. Subdivision Ordinance Variance after initial approval of Tentative Map	~~1400~~ 2,100

C. ENCROACHMENT ORDINANCE			
120.60.061.611	4158 (50%) 4157 (50%)	1. Improvement Plan Check and Inspection for Non-Subdivision Construction (Est. 50% paid at time of plan submittal) (Cash deposit 120.2280)	
		a. Permit	~~110~~ 165
120.60.061.611	4158 (50%) 4157 (50%)	b. Review and Inspection - one to three reviews	
		(1) Up to 100,000	~~10.5~~ 15% of construction costs
		(2) 100,001 – 500,000	~~10,500~~ 15,000 plus ~~9.5~~ 12.5% costs over 100,000
		(3) 500,001 – 2,000,000	~~48,500~~ 65,000 plus ~~8.5~~ 9.0% costs over 500,000
		(4) 2,000,001 – 5,000,000	~~176,000~~ 200,000 plus ~~7.5~~ 8.0% costs over 2,000,000
120.60.061.611	4930	c. For fourth and subsequent review plans for the same project	
120.60.061.611	4158	(2) By staff	~~Labor cost plus 100%~~ Fully Allocated Hourly Rates
120.60.061.611	4158 (50%) 4157 (50%)	e. Inspection fee for overtime (paid in advance) Memorandum of Understanding may dictate minimum call-out times. (Cash deposit 120.2280)	~~125~~ 255/hour or any increment thereof (one hour minimum per call)*
		* Set during construction, if necessary	
	4158	f. For expedited review of plans by outside consultant	Amount of additional cost to City plus 25%
D. ZONING AND REDEVELOPMENT			
120.50.52.520	4141	1. Preliminary Plan Review	
		a. Commercial/Industrial	2,230/review
		~~(1) First & second reviews~~	~~No fee~~ Remove
		~~(2) Third & subsequent reviews~~	~~500~~ Remove
		b. Residential	2,230/review
		~~(1) First review~~	~~800~~ Remove
		~~(2) Second & subsequent reviews~~	~~900~~ Remove
120.50.052.520	4141	2. Environmental Fees	
		a. Environmental Determination	
		(1) Commercial/industrial	~~1100~~ Actual contract cost plus 25%
		(2) Residential	~~1,800~~
120	2270	b. EIR Preparation	
		~~(1) Preparation by Staff~~	Remove

D. ZONING AND REDEVELOPMENT, Continued			
		~~(a) Labor and Materials~~	~~Cost plus 100%~~ Remove
		~~(b) Outside Consultant Reports~~	~~Cost plus 25%~~ Remove
		(~~2~~ 1) Preparation by Consultant	Actual contract Cost plus 25%
120.50.052.520	4141	c. Notice of Exemption, Preparation Filing	
		(1) Commercial/Industrial	~~250~~ 810 plus filing fees
		(2) Residential	~~400~~ 810 plus filing fees
120.50.052.520	4141	3. Zoning Ordinance Amendments	
		a. Rezoning application (Cash deposit 120.2280)	100% Cost plus ~~4,300~~ 10,000 deposit
		d. Newark Municipal Code text amendment (Cash deposit 120.2280)	100% Cost plus ~~4,300~~ 10,000 deposit
		~~e. Request to remove historical resource designation~~	~~80~~ remove
120.50.052.520	4141	4. Use Permit application	
		a. Commercial/Industrial	10,240
		~~(1) Without sanctions~~	~~1,600~~
		~~(2) With sanctions~~	~~3,200~~
		b. Residential	5,120
		~~(1) Without sanctions~~	~~2,600~~
		~~(2) With sanctions~~	~~5,200~~
		c. Minor Use Permit	
		(1) ~~Without sanctions~~ SFR SUBDIV/MFR	~~100~~ 1,960
		(2) Single Family House	948
		~~(2) With sanctions~~	~~200~~ Remove
		(2) Commercial/Industrial	3,920
		(3) Temporary	2,875
		5. Planned Unit Development Applications	
		a. Commercial/Industrial	
		(1) Without sanctions	~~2200~~ Initial deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.
		~~(2) With sanctions~~	~~4400~~ Remove

D. ZONING AND REDEVELOPMENT, Continued			
		b. Residential	Initial deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.
		~~(1) Without sanctions~~	~~3,200~~
		~~(2) With sanctions~~	~~6400~~ Remove
		6. Amendment of approved PUD/Use Permit	
		a. Commercial/Industrial	
		(1) ~~Without sanctions~~ Director Approval	~~1000~~ 4,700
		~~(2) With sanctions~~	~~2000~~ Remove
		(2) Planning Commission Approval	10,240
		(3) City Council Approval	10,240
		b. Residential	
		(1) ~~Without sanctions~~ Director Approval	~~1500~~ 2,350
		(2) Planning Commission Approval	5,120
		(3) City Council Approval	5,120
120.50.052.520	4141	~~(2) With sanctions~~	~~3000~~ Remove
		~~7. Request for "not substantial" change/review of Use Permits and PUDs~~	
		~~a. Sign only~~	
		~~(2) With sanctions~~	~~850~~ Remove
		~~b. Commercial/Industrial~~	
		~~(2) With sanctions~~	~~2000~~ Remove
		~~c. Residential~~	
		~~(2) With sanctions~~	~~3000~~ Remove
		~~8. Required subsequent review of and approved PUD or Use Permit~~	
		~~a. Commercial/Industrial~~	
		~~(2) With sanctions~~	~~2000~~ Remove
		~~b. Residential~~	
		~~(2) With sanctions~~	~~3000~~ Remove
		9. Time extension for PUD/Use Permits	
		a. Commercial/Industrial	~~500~~ 1,395
		b. Residential	~~800~~ 1,395
		10. Variances	
		a. Administrative Variance, residential	2,310/application
		~~(1) Without sanctions~~	~~250~~ Remove

D. ZONING AND REDEVELOPMENT, Continued			
		~~(2) With sanctions~~	~~500~~ Remove
		b. Variance Application, ~~owner-occupied~~ single-family home	2,398
		~~(1) Without sanctions~~	~~350~~ Remove
		~~(2) With sanctions~~	~~700~~ Remove
		c. Variance Application, other	
		(1) Commercial/Industrial	7,555
		~~(a) Without sanctions~~	~~900~~
		~~(b) With sanctions~~	~~1800~~ Remove
		~~(2) Residential~~	
		~~(b) With sanctions~~	~~2800~~ Remove
120.50.052.520	4141	11. Waiver Fee	2,310/application
		~~a. Without sanctions~~	~~100~~ Remove
		~~b. With sanctions~~	~~200~~ Remove
		12. Review	
		a. Signs on private property	555
		~~(1) Without sanctions~~	~~25~~ Remove
		~~(2) With sanctions~~	~~50~~ Remove
		b. Signs on public property	555
		~~(1) Without sanctions~~	~~150~~ Remove
		~~(2) With sanctions~~	~~300~~ Remove
		c. Master Sign Program	2,895/application
		d. Temporary Sign Permit	140/application
		~~c.~~ e. Design Review	
		(1) Commercial/Industrial	4,655
		~~a. Without sanctions~~	~~950~~
		~~b. With sanctions~~	~~1900~~ Remove
		(2) Residential	4,655
		~~a. Without sanctions~~	~~1,500~~
		~~b. With sanctions~~	~~3000~~ Remove
		(3) Single Family Design Review	~~100~~ 1,280
		~~d.~~ f. Fence height review	948
		~~(1) Without sanctions~~	~~250~~
		~~(2) With sanctions~~	~~500~~ Remove
		~~e.~~ ~~Community Care Facilities, Administrative~~ Remove	
		~~(1) Without sanctions~~	~~400~~ Remove

D. ZONING AND REDEVELOPMENT, Continued			
120.50.052.520	4141	~~(2) With sanctions~~	~~800~~ Remove
		13. Agriculture Preserve Application (Cash deposit 120.2280)	100% Cost plus ~~4,000~~ 10,000 deposit
		14. General Plan Amendments (Cash deposit 120.2280)	
		a. Preliminary and final plan and report	
		(1) Prepared by Staff	
		(a) Labor and material	100% Cost plus ~~4,300~~ 10,000 deposit
		(b) Outside consultant reports	100% Cost plus ~~4,300~~ 10,000 deposit
		(2) Prepared by outside Consultant	100% Cost plus ~~4,300~~ 10,000 deposit
120.50.052.520	4141	15. Preparation of a Specific Plan (Cash deposit 120.2280)	
		a. Prepared by Staff	
		(1) Labor and materials	100% Cost plus ~~4,300~~ 10,000 deposit
		(2) Outside consultant reports	100% Cost plus ~~4,300~~ 10,000 deposit
		b. Prepared by Consultant	100% Cost plus ~~4,300~~ 10,000 deposit
Various 120	4104	17. Document Retention	See I.C.~~3~~ 2.
120.50.052.520	4141	19. Property History Research	1,425/property
120.50.052.520	4141	20. Code Enforcement Initiated Planning Application	Double Planning application fees
626.00.000.000	4146	~~19.~~ 21. Art in Public Places and Private Development Policy	
E. CODE ENFORCEMENT			
120.50.052.520	4140	1. Home Occupation Permit	~~63~~ 125
		~~a. Inspection~~	~~40~~ Remove
		~~b.~~a. Annual Renewal	~~45~~ 125
		~~c. Reinspection~~	~~Labor costs, plus 100% (15-minute minimum)~~ Remove
120.50.053.530	Various	2. Nuisance Abatement	
		a. Reinspection for the second and subsequent warning, Correction Notice, or visit to a site	~~Labor and material costs~~ Actual contract costs, plus 100%
		c. Hearing before a Nuisance Abatement Hearing Officer	~~450~~ 1,145
		7. Lien Set-up/Release	335/lien plus County filing fees
		8. Tobacco Retail License	
		a. Initial application	870

E. CODE ENFORCEMENT, Continued			
		b. Renewal	515
		9. Code Enforcement Re-Inspection	205/inspection
F. OTHER			
		2. Appeals to Planning Commission – from City staff determination	~~100~~ 4,586
		3. Property Zoning Verification Letter	~~100~~ 875
		~~4. Termination of Notice of Violation~~	~~100~~ Remove
		~~5. Zoning Certification~~	~~50~~ Remove
120.50.052.520	4141	~~6.~~ 4. Public Hearing	100
120.50.052.520	4141	~~7~~. 5. Mailings/Radius Search	75
~~120.50.052.520~~	~~4104~~	~~8. Zoning Administrator Hearing~~	~~100~~ Remove
G. BUILDING INSPECTION			
120.60.062.620	4151	1. Application (nonrefundable) – applies to each permit application	
		a. Over-the counter applications for building, electrical, mechanical, plumbing, site work, process piping, signs, and grading permit applications	~~55~~ 93
		b. Applications ~~for building, electrical, mechanical, plumbing, site work, process piping, signs, and grading permits which require submission of drawings for plan review and temporary permits~~ with plan check.	~~95~~ 186
		c. Demolition Permit	~~95~~ 93
120.60.062.620	4150	~~31.~~2. Address Assignments	
~~120~~	~~2240~~	~~2. Plan Check Deposit - Deposit due at time of submission of application requiring plan review. Amount of deposit is credited towards actual permit and plan check fees determined during the review process.~~	
		~~a. $1 to $7,999 construction valuation~~	~~132.60 (156 times .85)~~
		~~b. $8,000 to $24,999 construction value~~	~~156 for the first $7,999 of construction valuation plus 12 for each additional $1,000 or fraction thereof to $24,999 times .85~~
		~~c. $25,000 to $49,999 construction value~~	~~360 for the first $24,999 of construction valuation plus 9.50 for each additional $1,000 or fraction thereof to $49,999 times .85~~

G. BUILDING INSPECTION, Continued			
~~120~~	~~2240~~	~~d. $50,000 to $99,999 construction value~~	~~618.75 for the first $49,999 of construction valuation plus 7.50 for each additional $1,000 or fraction thereof to $99,999 times .85~~
~~120~~	~~2240~~	~~e. $100,000 to $499,999 construction value~~	~~1,267.50 for the first $99,999 of construction valuation plus 5.50 for each additional $1,000 or fraction thereof to $499,999 times .85~~
		~~f. $500,000 to $999,999 construction value~~	~~3,137.50 for the first $499,999 of construction valuation plus 4.50 for each additional $1,000 or fraction thereof to $999,999 times .85~~
		~~g. $1,000,000 and up construction value~~	~~5,387.50 for first $999,999 of construction valuation plus 3.50 for each additional $1,000 or fraction thereof exceeding $999,999 times .85~~
120.60.062.620	4152	3. Plan Check fee for all projects needing plan review and not listed below and includes building, plumbing, electrical, mechanical, process piping, signs, and site work.	
		a. ~~Plan check fee for all projects needing plan review and not listed below and includes building, plumbing, electrical, mechanical, process piping, signs, and site work.~~ Up To $2,000 Valuation	~~85% of permit fee~~ 115
		b. $2,001-$20,000 Valuation	115 + 13 for each 1,000 over 2,000
		c. $20,001-$50,000 Valuation	349 + 5.75 for each 1,000 over 20,000
		d. $50,001-$75,000 Valuation	522 + 39 for each 1,000 over 50,000
		e. $75,001-$100,000 Valuation	1,497 + 8 for each 1,000 over 75,000
		f. $100,001-$500,000 Valuation	1,697 + 3.25 for each 1,000 over 100,000
		g. $500,001-$1,000,000 Valuation	2,997 + 2.50 for each 1,000 over 500,000
		h. $1,000,001-$2,000,000 Valuation	4,247 + 1.50 for each 1,000 over 1,000,000

G. BUILDING INSPECTION, Continued			
		i. Over $2,000,000 Valuation	5,747 + 1 for each 1,000 over 2,000,000
		~~b.~~ j. Minor review/over counter plan reviews	57.5
		~~c.~~ k. Plan check fee for projects utilizing an approved standard plan.	~~306/building~~ Hourly Rate
		~~d.~~ l. For third and subsequent review of plans for the same project by outside consultant	Cost plus 25%
		~~e.~~ m. For third and subsequent review of plans for the same project by City staff	~~156/hour (one hour minimum)~~ Hourly Rate
120.60.062.620	4150	~~f.~~ n. For expedited review of plans by outside consultant	Amount of additional cost to City plus 25%
		~~g.~~ o. Geotechnical peer review by outside consulting firm	Actual cost plus 25%
		p. CASP Application and Evaluation	Hourly Rate
120.60.062.620	4150	4. Building Permits - The permit fee for building permits is based on the total building valuation according to the following schedule, or (for small projects), the number of inspections required, whichever results in the higher fee.	
120.60.062.620	4150	a. ~~$1 to $7,999 construction valuation~~ Up To $2,000 Valuation	~~156~~ 281
		b. ~~$8,000 to $24,999 total construction valuation~~ $2,001-$20,000 Valuation	~~156 for the first $7,999 of construction valuation plus 12 for each additional $1,000 or fraction thereof to $24,999~~ 281 + 22.5 for each 1,000 over 2,000
		c. ~~$25,000 to $49,999 total construction valuation~~ $20,001-$50,000 Valuation	~~360 for the first $24,999 of construction valuation plus 9.50 for each additional $1,000 or fraction thereof to $49,999~~ 686 + 2.5 for each 1,000 over 20,000
		d. ~~$50,000 to $99,999 total construction valuation~~ $50,001-$75,000	~~597.50 for the first $49,999 of construction valuation plus 7.50 for each additional $1,000 or fraction thereof to $99,999~~ 761 + 9.75 for each 1,000 over 75,000
		e. ~~$100,000 to $499,999 total construction valuation~~ $75,001-$100,000 Valuation	~~972.50 for the first $99,999 of construction valuation plus 5.50 for each additional $1,000 or fraction thereof to $499,999~~ 1,005 + 20 for each 1,000 over 75,000

G. BUILDING INSPECTION, Continued			
		f. ~~$500,000 to $999,999 total construction valuation~~ $100,001-$500,000 Valuation	~~3,172.50 for the first $499,999 of construction valuation plus 4.50 for each additional $1,000 or fraction thereof to $999,999~~ 1,505 + 4 for each 1,000 over 100,000
120.60.062.620	4150	g. ~~$1,000,000 and up total construction valuation~~ $500,001-$1,000,000 Valuation	~~5,422.50 for the first $999,999 of construction valuation plus 3.50 for each additional $1,000 or fraction thereof~~ 3,105 + 6.5 for each 1,000 over 500,000
		h. $1,00,001-$2,000,000 Valuation	6,355 + 1.5 for each 1,000 over 1,000,000
		i. Over $2,000,000 Valuation	7,855 + 1.5 for each 1,000 over 2,000,000
		5. ~~Plumbing Permit - The permit fee for plumbing permits is based on the construction valuation of the plumbing work according to the following schedule, or (for small projects), the number of inspections required, whichever results in the higher fee.~~ See individual fee assessment	
		~~a. $1 to $7,999 construction valuation~~	~~156~~
		~~b. $8,000 to $24,999 plumbing construction valuation~~	~~156 for the first $7,999 of valuation plus 12 for each additional $1,000 or fraction thereof to $24,999~~
		~~c. $25,000 to $49,999 plumbing construction valuation~~	~~360 for the first $24,999 of valuation plus 9.50 for each additional $1,000 or fraction thereof to $49,999~~
		~~d. $50,000 to $99,999 plumbing construction valuation~~	~~597.50 for the first $49,999 of valuation plus 7.50 for each additional $1,000 or fraction thereof to $99,999~~
		~~e. $100,000 to $499,999 plumbing construction valuation~~	~~972.50 for the first $99,999 of valuation plus 5.50 for each additional $1,000 or fraction thereof to $499,999~~
		~~f. $500,000 and up plumbing construction valuation~~	~~3,172.50 for the first $499,999 of valuation plus 4.50 for each additional $1,000 or fraction thereof~~

G. BUILDING INSPECTION, Continued			
		~~6.~~ ~~Electrical Permit - The permit fee for electrical permits is based on the construction valuation of the electrical work according to the following schedule, or (for small projects), the number of inspections required, whichever results in the higher fee.~~ See individual fee assessment	
120.60.062.620	4150	~~a.~~ ~~$1 to $11,999 electrical construction valuation~~	~~156~~
		~~b.~~ ~~$12,000 to $24,999 electrical construction valuation~~	~~156 for the first $11,999 of valuation plus 7 for each additional $1,000 or fraction thereof to $24,999~~
		~~c.~~ ~~$25,000 to $49,999 electrical construction valuation~~	~~247 for the first $24,999 of valuation plus 6 for each additional $1,000 or fraction thereof to $49,999~~
		~~d.~~ ~~$50,000 to $99,999 electrical construction valuation~~	~~397 for the first $49,999 of valuation plus 5 for each additional $1,000 or fraction thereof to $99,999~~
		~~e.~~ ~~$100,000 to $499,999 electrical construction valuation~~	~~647 for the first $99,999 of valuation plus 4 for each additional $1,000 or fraction thereof to $499,999~~
		~~f.~~ ~~$500,000 and up electrical construction valuation~~	~~2,247 for the first $499,999 of valuation plus 3 for each additional $1,000 or fraction thereof~~
		~~7.~~ ~~Mechanical Permit - The permit fee for mechanical permits is based on the construction valuation of the mechanical work according to the following schedule, or (for small projects), the number of inspections required, whichever results in the higher fee.~~ See individual fee assessment	
		~~a.~~ ~~$1 to $11,999 mechanical construction valuation~~	~~156~~
120.60.062.620	4150	~~b.~~ ~~$12,000 to $24,999 mechanical construction valuation~~	~~156 for the first $11,999 of valuation plus 7 for each additional $1,000 or fraction thereof to $24,999~~
120.60.062.620	4150	~~c.~~ ~~$25,000 to $49,999 mechanical construction valuation~~	~~247 for the first $24,999 of valuation plus 6 for each additional $1,000 or fraction thereof to $49,999~~

G. BUILDING INSPECTION, Continued			
		~~d.~~ ~~$50,000 to $99,999 mechanical construction valuation~~	~~397 for the first $49,999 of valuation plus 5 for each additional $1,000 or fraction thereof to $99,999~~
		~~e.~~ ~~$100,000 to $499,999 mechanical construction valuation~~	~~647 for the first $99,999 of valuation plus 4 for each additional $1,000 or fraction thereof to $499,999~~
		~~f.~~ ~~$500,000 and up mechanical construction valuation~~	~~2,247 for the first $499,999 of valuation plus 3 for each additional $1,000 or fraction thereof~~
		~~8.~~ ~~Process Piping Permit - The permit fee for process piping permits is based on the construction valuation of the process piping work according to the following schedule, or (for small projects), the number of inspections required, whichever results in the higher fee.~~ See individual fee assessment	
		~~a.~~ ~~$1 to $11,999 process piping construction valuation~~	~~156~~
		~~b.~~ ~~$12,000 to $24,999 process piping construction valuation~~	~~156 for the first $11,999 of valuation plus 7 for each additional $1,000 or fraction thereof to $24,999~~
		~~c.~~ ~~$25,000 to $49,999 process piping construction valuation~~	~~247 for the first $24,999 of valuation plus 6 for each additional $1,000 or fraction thereof to $49,999~~
120.60.062.620	4150	~~d.~~ ~~$50,000 to $99,999 process piping construction valuation~~	~~397 for the first $49,999 of valuation plus 5 for each additional $1,000 or fraction thereof to $99,999~~
		~~e.~~ ~~$100,000 to $499,999 process piping construction valuation~~	~~647 for the first $99,999 of valuation plus 4 for each additional $1,000 or fraction thereof to $499,999~~
120.60.062.620	4150	~~f.~~ ~~$500,000 and up process piping construction valuation~~	~~2,247 for the first $499,999 of valuation plus 3 for each additional $1,000 or fraction thereof~~

G. BUILDING INSPECTION, Continued			
		~~9.~~ ~~Site Work Permit - The permit fee for site work permits is based on the construction valuation of the site work work according to the following schedule, or (for small projects), the number of inspections required, whichever results in the higher fee.~~ Included with Final Grading	
		~~a.~~ ~~$1 to $11,999 site work construction valuation~~	~~156~~
		~~b.~~ ~~$12,000 to $24,999 site work construction valuation~~	~~156 for the first $11,999 of valuation plus 7 for each additional $1,000 or fraction thereof to $24,999~~
		~~c.~~ ~~$25,000 to $49,999 site work construction valuation~~	~~247 for the first $24,999 of valuation plus 6 for each additional $1,000 or fraction thereof to $49,999~~
		~~d.~~ ~~$50,000 to $99,999 site work construction valuation~~	~~397 for the first $49,999 of valuation plus 5 for each additional $1,000 or fraction thereof to $99,999~~
120.60.062.620	4150	~~e.~~ ~~$100,000 to $499,999 site work construction valuation~~	~~647 for the first $99,999 of valuation plus 4 for each additional $1,000 or fraction thereof to $499,999~~
		~~f.~~ ~~$500,000 and up site work construction valuation~~	~~2,247 for the first $499,999 of valuation plus 3 for each additional $1,000 or fraction thereof~~
		~~10.~~ ~~Re-Roofing Permits for Multi-Family and Commercial Structures - Re-roofing permits for multi-family, commercial structures, motels, and hotels is based on the construction valuation of the re-roofing work.~~	
		~~a.~~ ~~$1 to $17,999 roofing construction valuation~~	~~243~~
		~~b.~~ ~~$18,000 to $24,999 roofing construction valuation~~	~~243 for the first $17,999 of valuation plus 12 for each additional $1,000 or fraction thereof to $24,999~~
120.60.062.620	4150	~~c.~~ ~~$25,000 to $49,999 roofing construction valuation~~	~~327 for the first $24,999 of valuation plus 9.50 for each additional $1,000 or fraction thereof to $49,999~~

G. BUILDING INSPECTION, Continued			
		~~d.~~ ~~$50,000 to $99,999 roofing construction valuation~~	~~564.50 for the first $49,999 of valuation plus 7.50 for each additional $1,000 or fraction thereof to $99,999~~
		~~e.~~ ~~$100,000 and up roofing construction valuation~~	~~939.50 for the first $99,999 of valuation plus 4.50 for each additional $1,000 or fraction thereof~~
120.60.062.620	4150	~~11.~~ 5. Re-Roofing Permits for Single Family Dwellings and Accessory Structures - Re-roofing permits for single family dwellings and accessory structures preset and based on the normal number of inspections anticipated.	
		~~12. Single Family Residential Pool or Spa Permits - Includes building, plumbing, and electrical trades. Does not include solar.~~	
		~~a.~~ ~~Single family residential pool or spa or pool/spa combination~~	~~468~~
		~~b.~~ ~~Single family residential self contained above ground spa with electrical plug-in connection~~	~~156~~
		~~13. Single Family Residential Photovoltaic Permits preset and based on the normal number of inspections~~	
		~~a.~~ ~~Standard residential system - Electrical Permit~~	~~312~~
		~~b.~~ ~~Standard residential system with roof reinforcement - Electrical and Building Permit~~	~~390~~
		~~14. Commercial, Multi-Family Residential, Motel, and Hotel Pool and Spa Permits based on construction valuation. Fees include plumbing and electrical trades, but exclude solar installations.~~	
		~~a.~~ ~~$1 to $27,999 construction valuation~~	~~364~~
120.60.062.620	4150	~~b.~~ ~~$28,000 to $49,999 construction valuation~~	~~364 for the first $27,999 of valuation plus 9.50 for each additional $1,000 or fraction thereof to $49,999~~
		~~c.~~ ~~$50,000 to $99,999 construction valuation~~	~~573 for the first $49,999 of valuation plus 7.50 for each additional $1,000 or fraction thereof to $99,999~~
		~~d.~~ ~~$100,000 and up construction valuation~~	~~948 for the first $99,999 of valuation plus 4.50 for each additional $1,000 or fraction thereof~~
120.60.062.620	4150	~~15.~~ 6. Commercial Coaches, Manufactured Housing, and Mobile home Permits - Covers the installation of mobile homes, manufactured homes, or commercial coaches and includes electrical and plumbing connections.	
		~~16.~~ 7. Foundation Permit for Commercial Coaches, Mobile homes, and Manufactured Homes	

G. BUILDING INSPECTION, Continued			
		~~17.~~ 8. Monument Signs below 4 feet in height and Wall Sign Permits	
		~~18.~~ 9. Monument Signs 4 feet in height or higher Permits - includes foundation, frames, and electrical.	
		~~19~~. 10. Miscellaneous	
		f. ~~Quarterly maintenance permit - for each quarterly electrical, mechanical, or plumbing permit at the time such permit is issued~~	~~364~~ Included with Electrical Permit Fees
		g. Hourly rates for work in which no other fee is prescribed	
		(1) Work performed by clerical and support staff	~~115/hour~~ Hourly Rate with half hour minimum
		(2) Work performed by inspectors and plan checkers during normal business hours	~~156/hour with half hour minimum~~ Hourly Rate
		(3) Work performed by inspectors and plan checkers during non-scheduled working days	~~266~~ 376/hour with four hour minimum
		(4) Work performed by inspectors beyond the normal scheduled work hours on a scheduled working day	~~266~~ 376/hour ~~with two hour minimum~~
		j. ~~Demolition Permits~~	
		~~(1) 1 sf to 120 sf of area of demolition~~	~~156~~
120.60.062.620	4150	~~(2) 121 sf to 1,000 sf of area of demolition~~	~~243~~
		~~(3) 1,001 sf to 10,000 sf of area of demolition~~	~~243 for the first 1,000 sf plus 121 for each additional 1,000 sf or fraction thereof to 10,000 sf~~
		~~(4) 10,001 sf to 100,000 sf of area of demolition~~	~~1,332 for the first 10,000 sf plus 121 for each additional 5,000 sf or fraction thereof to 100,000 sf~~
		~~(5) 100,001 sf or more of area of demolition~~	~~3,510 for the first 100,000 sf plus 121 for each additional 10,000 sf or fraction thereof~~
		l. Permit for kitchen or bathroom remodel, 1 room only (fee includes plan check)	~~445~~ 643
120.60.062.620	4104	~~20.~~ 11. Document Retention	
120.60.062.620	4104	~~21.~~ 12. Reproduction Work	
262	2515	~~22.~~ 13. Building Standards Fee (SB1473 effective January 1, 2009 - Fee amount set by State law with 90% of fees collected transferred to the State)	
261	2505	~~23.~~ 14. Strong Motion Instrumentation Program (SB593 effective January 1, 1988 - Fee amount set by state law with 95% of fees collected transferred to the State)	

G. BUILDING INSPECTION, Continued			
120.60.062.620	4105	~~24.~~ 15. Records automation and system maintenance (includes document retention/scanning of all letter and legal size documents)	~~10% of permit fees with 20 minimum and 2,000 maximum~~ 10% of Building Permit fees ($5 min and $10k max)
120.60.062.620	4150	~~25.~~ 16. Penalties and Investigation	
		a. Construction valuation misrepresentation	~~100% of bona fide permit fee~~ Hourly Rate
		b. Reinspection as allowed for in the Newark Municipal Code	~~156/inspection~~ Hourly Rate
		~~26.~~ 17. Cash deposits to guarantee work: An amount shall be withheld from any refund to pay for additional inspections and administrative costs incurred by the City (Cash deposit 020-2208)	Actual costs
120.60.062.620	4161	~~27.~~ 18. Storm Water Quality Control Plan Review and Inspection – required as a condition of the NPDES permit to minimize pollution in storm water runoff during construction.	
120.60.062.620	4152	~~28.~~ 19. Rough Grading and Drainage Plan Review - Fees shall be determined based on the total site area.	
120.60.062.620	4152	a. ~~Up to 0.230 acres total site area~~ Up to 20 CY	~~100 for first 0.110 acre plus 20 for each additional 0.023 acres or fraction thereof to 0.230 acres~~ 449
		b. ~~0.231 acres to 0.99 acres of total site area~~ 21-500 CY	~~200 for the first 0.230 acres plus 50 for each additional 0.23 acres or fraction thereof to 0.99 acres~~ 449
		c. ~~1 acre to 4.99 acres total site area~~501-1,000 CY	~~400 for the first acre plus 100 for each additional half acre or fraction thereof to 4.99 acres~~ 449 + 67 for each 100 CY over 500 CY
120.60.062.620	4152	d. ~~5 acres to 24.99 acres total site area~~ 1,001-10,000 CY	~~1,200 for the first 4.99 acres plus 75 for each additional acre or fraction thereof to 24.99 acres~~ 784 + 13 for each 1,000 CY over 1,000 CY
		e. ~~25 acres or more total site area~~ 10,001-100,000 CY	~~2,700 for the first 24.99 acres, plus 50 for each additional acre or fraction thereof~~ 1,576 + 7.50 for each 1,000 CY over 100,000 CY

G. BUILDING INSPECTION, Continued			
120.60.062.620	4150	~~29.~~ Rough Grading and Drainage Construction Inspection/Permits - fees are based on the 20. volume of excavation or fill, whichever is greater.	
		a. ~~49 cubic yards or less of fill and/or cut~~ Up to 20 CY	~~50~~ 777
		b. ~~50 to 99 cubic yards of fill and/or cut~~ 21-500 CY	~~65~~ 777 + 13 for each 10 CY over 20 CY
		c. ~~100 to 999 cubic yards of fill and/or cut~~ 501-1,000 CY	~~65 for the first 99 cubic yards plus 15 for each additional 100 cubic yards or fraction thereof to 999 cubic yards~~ 1,401 + 120 for each 100 CY over 500 CY
		d. ~~1,000 to 9,999 cubic yards of fill and/or cut~~ 1,001-10,000 CY	~~200 for the first 999 cubic yards plus 25 for each additional 1,000 cubic yards or fraction thereof to 9,999 cubic yards~~ 2,001 + 381 for each 1,000 CY over 10,000 CY
120.60.062.620	4150	e. ~~10,000 to 99,999 cubic yards of fill and/or cut~~ 10,001-100,000 CY	~~425 for the first 9,999 cubic yards plus 50 for each additional 10,000 cubic yards or fraction thereof to 99,999 cubic yards~~ 5,430 + 24 for each 1,000 CY over 10,000 CY
		f. ~~100,000 cubic yards or more of fill and/or cut~~ Over 100,000 CY	~~875 for the first 99,999 cubic yards plus 25 for each additional 10,000 cubic yards or fraction thereof~~ 7,590 + 24 for each 1,000 CY over 100,000 CY
120.60.062.620	4150	21. Final Grading and Site Work Construction Inspection/Permits	
		a. Grading/Utilities/Site Work with no Esub or TIP	3,012
		b. Grading with TIP	1,655
		c. Grading with Esub	2,082
120.60.062.620	4150	22. Final Grading and Site Work Plan Checking	
		a. Grading/Utilities/Site Work with no Esub or TIP	4,189
		b. Grading with TIP	681
		c. Grading with Esub	898
120.60.062.620	4150	~~30.~~ Extensions - Permits and Plan Reviews 23.	

G. BUILDING INSPECTION, Continued			
120.60.062.620	4150	24. Spa or Hot Tub	
		a. Built-in	824
		b. Portable	418
		c. Sauna-steam	585
		25. Swimming Pool Incl plumb/elec	
		a. Above Ground/Vinyl	332
		b. Fiberglass in ground	889
		c. Private Gunite	1,225
		d. Public-Gunite-per longest dimension	1,529
		e. Permit Issuance	93
		26. Demolition Permit	
		a. Without utilities	425
		b. With utilities	801
		27. Mechanical Permit Fees	
		a. Stand Alone Mechanical Plan Check	232
		b. Permit Processing	62
		c. Furnaces forced air or gravity, incl ducts & vents	376
		d. Heater (Wall, Suspended, or Floor)	312
		28. HVAC Combination Units	
		a. Up to 100,000 BTU/h	438
		b. Over 100,000 BTU/h	625
		c. Appliance Vent	187
		d. Repair/Additions to systems	250
		29. Boilers, Compressors, Absorption Systems	
		a. up to 3 HP/100,000 BTU/hr	125
		b. over 3 HP/100,000 to 15 HP/500,000 BTU/hr	125
		c. over 15 HP/500,000 to 30 HP/1,000,000 BTU/hr	146
		d. over 30 HP/1,000,000 to 50 HP/1,750,000 BTU/hr	146
		e. over 50 HP/1,750,000 BTU/hr	188
		f. Air Handler w/ducts	
		(1) to 10,000 CFM	384
		(2) over 10,000 CFM	720
		g. Evaporative Cooler	219

G. BUILDING INSPECTION, Continued			
120.60.062.620	4150	h. Make-up Air System	239
		i. Moisture Exhaust Duct (Clothes Dryer)	199
		j. Variable Air Volume Box (Including Duct Work)	261
		k. Ventilation or Exhaust Fan (Single Duct) - each	176
		l. Kitchen Stove Hood incl Duct (Residential)	176
		m. Exhaust Hood - Type I (Commercial Grease Hood)	647
		n. Exhaust Hood - Type II (Commercial Steam Hood)	417
		o. Incinerator, commercial	645
		p. Refrigerator Condenser, remote	332
		q. Walk-in Box/Refrigerator	394
		r. Gas System (up to 4 outlets)	355 and 5 ea add'l outlet
		s. Other Mechanical Inspections	251/hr
		30. Plumbing Permit Fees	
		a. Stand Alone Plumbing Plan Check	232
		b. Plumbing Permit Issuance	62
		c. Plumbing Fixture or Trap	125
		d. Building Sewer	125
		e. Grease Trap	344
		g. Industrial Interceptor incl drain and vent	658
		h. Ejector Pump	219
		i. Backflow Preventer	219
		h. Roof Drain - Rainwater System per building	281
		i. Water Heater incl vent	219
		j. Water Heater Relocation	216
		k. Water Heater - Tankless	216
		l. Water Heater Self-Inspection Sticker	47
		m. Gas System 1-10 outlets	188 and 13 ea add'l outlet
		n. Water Pipe Installation/Alteration/Repair/Water Treatment	251
		o. Drain-Vent Repair/Alterations	125
		p. Medical Gas System (Each Outlet)	208
		q. Above Ground Water Storage Tanks 0 to 500 gallons	125
		(1) over 500 gallons	188

G. BUILDING INSPECTION, Continued			
120.60.062.620	4150	r. Solar water panels	188
		s. Water Softener	146
		31. Private Sewage disposal system	
		a. Septic tank	439
		b. Other Plumbing and Gas Inspections (per hour)	251
		32. Process Piping	
		a. Vacuum	251
		b. Hazardous material	376
		c. Compressed air	251
		33. Electrical Permit Fees	
		a. Stand Alone Electrical Plan Check	232
		b. Other Electrical Inspections (per hour)	251
		c. Permit Processing	93
		d. Annual Electrical Maintenance Permit	814
		e Services (up to 600 volts) 0 to 100 Amps	334
		(1) 101 to 200 Amps	334
		(2) 201 to 400 Amps	334
		(3) 401 to 800 Amps	502
		(4) 801 to 1600 Amps	627
		(5) over 1600 Amps	878
		f. Services (over 600 volts) 0 to 400 Amps	502
		(1) 401 to 800 Amps	502
		(2) over 800 Amps	627
		g. Subpanels 0 to 100 Amps	123
		(1) 101 to 225 Amps	123
		(2) 226 to 400 Amps	123
		(3) 401 to 800 Amps	166
		(4) over 800 Amps	334
		h. Individual Circuit 15 to 40 Amp	123
		(1) 50 to 175 Amps	123
		(2) 200 Amps and larger circuits	123
		i. Temporary Service (each)	166
		j. Temporary Pole (each pole over 5 poles)	103
		k. Outdoor Lighting, Pole mounted, 1 to 2 units	334
		(1) each additional 2 units	166

G. BUILDING INSPECTION, Continued			
120.60.062.620	4150	34. Outdoor Lighting, Mounted on Building, vapor, halide, high intensity	
		a. First Five Units	123
		b. Each additional unit over 5	83
		35. Lighting/Receptacles: flat rate per 1,000 sf	
		a. Garage, Warehouse, Accessory	248
		b. Office, Assembly, Restaurant, Residential	248
		c. Assembly, Schools, Churches, Nursing Homes	334
		d. Dining, Hospital, convalescent Hospitals, 3 Story R1	334
		e. Receptacles, Lights, Switches (first 20)	206
		f. Receptacles, Lights, Switches each over 20	20
		36. Busways	
		a. Trolly & plug-in-type, each 100 feet or fraction	334
		b. Spa-in ground	248
		c. Swimming Pool-in ground	334
		37. Solar Photovoltaic Systems	
		a. Ground Mounted Racks	Use State Fees
		b. Roof Mounted Racks 1 to 3 panels	Use State Fees
		c. Roof Mounted Racks 4 to 10 panels	Use State Fees
		d. Roof Mounted Racks over 10 panels	Use State Fees
		e. Inverter, batteries, components	Use State Fees
		38. Motor, Transformer, Heater, Compressor, Generator-Each	
		a. up to 1 HP/KW/KVA	248
		b. 2 to 10 HP/KW/KVA	248
		c. 11 to 50 HP/KW/KVA	459
		d. 51 to 100 HP/KW/KVA	667
		e. Over 100 HP/KW/KVA	793
		f. Miscellaneous Apparatus, Conduits and Conductors	123
		39. C&D Admin Green Halo	50
		40. C&D Admin non Green Halo	277

	Account No.	Description	Fee (in dollars)
III. RECREATION AND COMMUNITY SERVICES			
A. GENERAL RECREATION SERVICES			
130.70.073.730	4183	1. Adult softball, basketball, leagues, and classes	
		a. Team and individual fee	5-~~50~~ 100/half hour
		2. Miscellaneous (Adult)	
		a. Adult Sports Tournaments: Includes cost of officials, staff, awards, and administrative overhead	~~150-300~~ 175-325/team
		b. ~~Activities Guide Advertising~~	Remove
		~~(1) 1/8 page ad~~	~~100-150 /advertisement~~ Remove
		~~(2) 1/4 page ad~~	~~200-250/ad~~ Remove
		~~c.~~b. Special Events/Activities/Instructional Classes: Includes cost of instructor, supplies, and administrative overhead	1-200/hour
		~~d. Music at the Grove Concession~~	~~10% of gross receipts~~ Remove
		~~e. Late Pickup Fee: Includes staff costs and administrative overhead~~	~~1/minute (5 minute minimum);~~ Move to Section N.4.
		~~f. Preferred parking~~	~~5-10/event~~ Remove
		3. Youth Sports/Team and Individual Fees for Camps, Clinics, Classes, and Tournaments	
		a. Instructional classes/leagues: includes cost of instructors, officials~~,~~ supplies, and administrative overhead	5-~~50~~ 100/half hour
B. SILLIMAN ACTIVITY CENTER USER (including Aquatic Center)			
130.70.073.730	4182	1. Daily Use (individual or group visits)	
		a. Infant/Toddler (2 yrs and under)	~~3~~ 4-6/person ~~(includes swim diaper)~~
		b. Youth, Adult, and Senior	~~11-16~~ 13-18/person
		c. ~~Family 4-Pack~~ Remove	~~40-60/family~~ Remove
		2. 20 Visit Pass	
		a. Adult, Resident	~~132-180~~ 151-159/person
		b. Adult, Nonresident	176-~~225~~ 185/person
		c. Senior, Resident (55+)	~~110-150~~ 137-144/person

	Account No.	Description	Fee (in dollars)
B. SILLIMAN ACTIVITY CENTER USER (including Aquatic Center), Continued			
130.70.073.730	4182	d. Senior, Nonresident (55+)	~~143-185~~ 159-167/person
		3. Monthly Pass	
		a. Adult, Resident	~~64-80~~ 76-80/person
		b. Adult, Nonresident	~~70-90~~ 87-91/person
		c. Senior, Resident (55-69 yrs)	~~48-65~~ 58-61/person
		d. Senior, Nonresident (55-69 yrs)	~~53-70~~ 63-66/person
		e. Senior, Resident (70+ yrs)	~~32-55~~ 47-49/person
		f. Senior, Nonresident (70+ yrs)	~~35-60~~ 53-56/person
		4. Three Month Pass	
		a. Adult, Resident	~~137-150~~ 189-199/person
		b. Adult, Nonresident	~~189-225~~ 217-223/person
		c. Senior, Resident (55-69 yrs)	~~90-125~~ 116-122/person
		d. Senior, Nonresident (55-69 yrs)	~~126-160~~ 152-160/person
		e. Senior, Resident (70+ yrs)	~~68-85~~ 89-94/person
		f. Senior, Nonresident (70+ yrs)	~~95-130~~ 121-127/person
		5. Six Month Pass and Season Pass	
		a. Youth (3-17 yrs), Resident	~~100-135~~ 113-119/person
		b. Youth (3-17 yrs), Nonresident	~~112-145~~ 130-137/person
		c. Adult (18-54 yrs), Resident	~~221-300~~ 302-317/person
		d. Adult (18-54 yrs), Nonresident	~~299-400~~ 348-365/person
		e. Senior, Resident (55-69 yrs)	~~142-200~~ 184-193/person
		f. Senior, Nonresident (55-69 yrs)	~~199-300~~ 236-248/person
		g. Senior, Resident (70+ yrs)	~~111-175~~ 163-171/person
		h. Senior, Nonresident (70+ yrs)	~~149-225~~ 194-204/person
		i. ~~Family~~, Group Resident (Same Household)	~~365-500~~ 416-500/up to 4 people; 30-60 for each add'l family member

	Account No.	Description	Fee (in dollars)
		j. ~~Family~~, Group Nonresident (Same Household)	~~495-650~~ 478-650/up to 4 people; 30-60 for each add'l family member

	Account No.	Description	Fee (in dollars)
B. SILLIMAN ACTIVITY CENTER USER (including Aquatic Center), Continued			
		6. Annual Pass	
		a. Youth (3-17 yrs), Resident	~~150-180~~ 176-185/person
130.70.073.730	4182	b. Youth (3-17 yrs), Nonresident	~~170-200~~ 203-213/person
		c. Adult (18-54 yrs), Resident	~~383-500~~ 454-477/person
		d. Adult (18-54 yrs), Nonresident	~~520-700~~ 522-548/person
		e. Senior, Resident (55-69 yrs)	~~252-325~~ 315-330/person
		f. Senior, Nonresident (55-69 yrs)	~~352-425~~ 410-430/person
		g. Senior, Resident (70+ yrs)	~~192-270~~ 236-248/person
		h. Senior, Nonresident (70+ yrs)	~~261-350~~ 315-331/person
		i. ~~Family~~, Group Resident (Same household)	~~635-750~~ 731-767/up to 4 people; 60 for each add'l family member
		j. ~~Family~~,Group Nonresident (Same household)	~~875-999~~ 840-882/up to 4 people; 60 for each add'l family member
		7. Miscellaneous	
		~~c. Late Pickup: Includes staff costs and administrative overhead~~	~~1-5/minute (5 minute minimum)~~ Move to Section N.4.
C. SILLIMAN FACILITY RENTALS			
130.70.073.732	4891	1. Gymnasium**	
		a. Resident Individual/Group	~~35-60/hour half court;~~ 65-100 /hour full court
		b. Nonresident Individual/Group	~~40-70/hour half court;~~ 80-~~125~~ 125/hour full court
		c. Staffing	~~20-40~~ 22-60/hour
		e. Deposit and cleaning fee (if needed)	300-~~500~~ 1,000

	Account No.	Description	Fee (in dollars)
C. SILLIMAN FACILITY RENTALS, Continued			
		2. Community Meeting Room**	
		a. Resident Individual/Group/Nonprofit	~~50-100~~ 60-66/hour (two hour minimum)
130.70.073.732	4891	b. Nonresident Individual/Group	~~60-125~~ 66-72/hour (two hour minimum)
		c. Patio/Lobby, Resident	40-~~75~~ 100/hour
		d. Patio/Lobby, Nonresident	~~50-90~~ 50-110/hour
		e. Deposit	300-~~500~~ 1000
		3. Dance/Aerobic Studio**	
		a. Resident Individual/Group	~~35-60~~ 60-66/hr (two hour minimum)
		b. Nonresident Individual/Group	~~45-70~~ 66-72/hr (two hour minimum)
		c. Deposit	~~100-500~~ 300-1,000
		4. Activity Room**	
		a. Room Rental, Resident	~~50-75~~ 60-66/hour (two hour minimum)
		b. Room Rental, Nonresident	~~60-90~~ 66-72/hour (two hour minimum)
		c. Deposit	300-~~500~~ 1,000
		5. Game/Activity Area**	
		a. Resident	~~50-100~~ 60-66/hour (two hour minimum)
		b. Nonresident	~~60-125~~ 66-72/hour (two hour minimum)
		~~c. Teen Area Room Rental discounted rate with the rental of the Meeting Room~~	~~40/hour~~ Remove
		d. Deposit	~~300-500~~ 100-1,000
		6. Preschool Room	
		a. Resident Individual/Group	~~50-75~~ 60-66/hour (two hour minimum)
		b. Nonresident Individual/Group	~~60-90~~ 66-72/hour (two hour minimum)
		c. Deposit	~~300~~ 100-1,000

	Account No.	Description	Fee (in dollars)
C. SILLIMAN FACILITY RENTALS, Continued			
130.70.073.732	4891	7. Athletic Fields++	
		a. Softball Fields (Sports field and Birch Grove)	
		(1) Without lights, Resident/Groups	~~45-55~~ 47-58/hour (two hour minimum)
		(2) Without lights, Nonresident/Groups	~~50-60~~ 53-63/hour (two hour minimum)
		(3) With lights, Resident/Groups	~~55-65~~ 58-65/hour (two hour minimum)
		(4) With lights, Nonresident/Groups	60-~~70~~ 63-70/hour (two hour minimum)
		(5) Staffing	25-60/hour per staff member
		(6) Scoreboard Use	50-75 /event
		(7) Tournament Fee	200-500/day/field
		~~(7)~~ Deposit (8)	100-~~500~~ 2,000/rental
		b. Soccer and Multi-Use Playfields – Newark Nonprofit Youth Sports Organizations	
		(1) Daylight use - grass fields	~~8-20~~ 10-20/player/ season
		(2) Daylight use - all weather turf fields	~~30-40~~ 35-40/hour/field
		(3) With lights - all weather turf fields	~~45-55~~ 50-55/hour/field
		(4) Deposit	100-~~500~~ 2,000/rental
		Rental Fees beyond staffing may be waived to non-profit entities that do not charge any fees for special event. Fee waiver must be approved by ~~Recreation Manager or~~ Department Head. Liability insurance required for all skatepark rentals naming the City of Newark as Additionally Insured.	

	Account No.	Description	Fee (in dollars)
D. ~~BIRTHDAY PARTY AND GROUP RESERVATIONS~~ AQUATIC CENTER RENTALS (INCLUDES POOL USE)			
130.70.073.730	4181	1. Parties and Rentals*	
		~~c.~~a. Group, Pool Rental, Resident/Pool	100-~~800~~888/hr (two hour minimum)
		~~d.~~b Group, Pool Rental, Nonresident/Pool .	125-~~900~~ 1,000/hr (two hour minimum)
		~~a.~~c. ~~Birthday Party Package, Resident~~ Additional guests	~~11~~ 10-50/person
		~~b. Birthday Party Package Nonresident~~	~~13-60/person~~ Remove
		~~e.~~d Aquatic Event Room non-birthday rental, Resident .	40-60/one room/hour (two hour minimum); 60-100/two rooms/hour (two hour minimum)
130.70.073.730	4181	~~f.~~e. Aquatic Event Room non-birthday rental, Nonresident	50-70/one room/hour (two hour minimum); 70-125/two rooms/hour (two hour minimum)
		~~g.~~f. Cabana Rental, Resident - includes drop-in admission for 5	100-150/session
		~~h.~~g Cabana Rental, Nonresident - includes drop-in admission for 5 .	110-175/session
		~~i.~~h. Open Recreation Swim Group Use	10-20/person
		~~j.~~i. Group Rental Area	~~130-160~~ 160-177/half space entry for 10; ~~260-325~~ 320-355/full space entry for 20
		~~k.~~j. Deposit	100-800/rental
E. AQUATIC CLASSES AND PROGRAMS			
130.70.073.730	4181	1. Swim lessons, camps, certification, aqua fitness programs, clinics, and special events.	1-~~75~~ 80/half hour
		2. Private instruction	20-~~75~~ 80/half hour
		~~3. Late Pickup: Includes staff costs and administrative overhead~~	~~1/minute; (5 minute increments)~~ Move to Section N.4.
G. GENERAL COMMUNITY AND HUMAN SERVICES			
		2. Miscellaneous	
		a. Apparel: Includes supplies and administrative overhead, and is based on item sold	~~1-75~~ 1-85/item
		b. Vendor spaces: Includes cost of staff, supplies, and administrative overhead	~~10-300~~ 10-330/space
		~~c. Preferred parking~~	~~0-10/event~~ Remove

	Account No.	Description	Fee (in dollars)
H. COMMUNITY CENTER ~~RENTALS *~~ & CIVIC CENTER PLAZA RENTALS			
		~~2. Meeting Room (available limited hours Monday – Friday only)~~	
		~~a. Resident Individual/Commercial Group~~	25-40/hour (two hour minimum) Remove
		~~b. Nonresident Individual/Commercial Group~~	~~30-50/hour (two hour minimum)~~ Remove
		~~c. Nonprofit and Public Agencies Serving the Newark Population~~	~~20-40/hour (two hour minimum)~~ Remove
		2. Civic Center Plaza Group Rental	Actual Cost
		3. Rental Deposits *	
		(1) Meeting	300-~~500~~ 1,000/event
		(2) Party	300-~~500~~ 1,000/event
		b. Social Hall, Patio Room, or Outdoor Patio: Friday - Sunday, Holidays	300-~~500~~ 1,000/event
		c. Civic Center Plaza	300-500/event
130.70.071.710	4185	5. Tennis Courts	
		a. Resident Individual/Commercial Group	50-~~100~~ 110/hour
		b. Nonresident Individual/Commercial Group	60-~~125~~ 137/hour
		d. Deposit	100-~~500~~ 1,000/rental
I. CHILD CARE			
		2. Child Care - Full-Time	~~235-400~~ 245-270/week
		~~3. Late Pickup: Includes staff costs and administrative overhead~~	~~1/minute (5 minute minimum)~~ Move to Section N.4.
		~~4.~~3. ~~Late Payment: Includes staff costs and administrative overhead~~	~~10-25/day~~ Move to Section N.5.
J. PRESCHOOL			
130.70.071.710	4187	1. Activities/Classes: Includes cost of staff, supplies, equipment costs, administrative overhead, and excursion costs to include admission fees and transportation	~~6-11~~ 7-15/hour
		2. ~~Late Pickup: Includes staff costs and administrative overhead~~	~~1/minute (5 minute minimum)~~ Move to Section N.4.
		3. ~~Scheduled Payment: Includes staff costs and administrative overhead~~	~~10/payment~~ Move to Section N.6
		~~4.~~2. Parent Helper Day: Includes staff support costs	50/helper day
		5. ~~Late Scheduled Payment: Includes staff costs and administrative overhead~~	~~10-25/payment day~~ Move to Section N.5.

	Account No.	Description	Fee (in dollars)
K. GENERAL YOUTH AND TEEN SERVICES			
		~~6.~~ ~~Late Pickup: Includes staff costs and administrative overhead~~	1/minute (5 minute minimum) Move to Section N.4.
		~~7.~~ 6. Apparel: Includes supply costs and administrative overhead, and is based on item sold.	1-75/item
		~~8.~~ ~~Late Payment: Includes staff costs and administrative overhead~~	~~10/day~~ Move to Section N.5
L. SENIOR SERVICES			
		2. Games: Includes cost of equipment, supplies, refreshments, prizes, and administrative overhead.	~~3~~ 0-50/item
M. MEASURE B/BB TRANSPORTATION			
283.70.075.755/ 286.70.075.755	4742	1. Newark Paratransit, Taxi Voucher, and Network Transportation Company Program: Includes contractor costs and administrative overhead. The cost of these trips are funded by Measure B and Measure BB Sales Tax revenue.	~~1 10/one way trip~~ Fee is based on annual application approval by Alameda County Transportation Commission
N. MISCELLANEOUS			
Various	Various	4. Late Pickup Fee: Includes staff costs and administrative overhead	1/minute (5 minute minimum); after 30 minutes billed at 2/minute
		5. Late Payment: Includes staff costs and administrative overhead	10-25/day
		6. Scheduled Payment Plan: Includes staff costs and administrative overhead	10-15/payment plan

1. Purpose

The purpose of the Cost Recovery Policy is to establish guidelines for setting, adjusting, and reviewing fees and charges for City services. The goal is to balance the need for financial sustainability with equitable access to services, ensuring that costs are distributed fairly between taxpayers and specific service users.

2. Cost Recovery Goals

In setting fees and cost recovery levels, the following goals shall be prioritized:

- Fees shall not exceed the total cost of providing the service, including both direct and indirect costs.
- The assessment and collection of fees shall be simple and cost-effective to minimize administrative burden.
- Fees shall reflect the market for similar services where applicable, ensuring competitiveness with neighboring jurisdictions.
- Enterprise fund fees shall fully recover costs, including operations, General Fund administrative support, capital outlay, and debt service.
- Fees shall be reviewed annually and adjusted as necessary to remain equitable and relevant to cost changes.

3. Categories of Cost Recovery Levels

Fees shall be organized into the following cost recovery categories:

- Full (100% cost recovery): Fees that fully cover the total cost of services, including direct and indirect costs. Examples include development impact fees, as well as enterprise fund fees.
- High (81-100% recovery): Full direct cost recovery for services that provide direct individual benefit. This may include regulatory and service fees.
- Medium (51-80% recovery): Partial recovery of direct costs for services where there is a mix of individual and community benefit, such as various recreation programs.
- Low (0-50% recovery): Minimal recovery for services where the general taxpayer benefit is high, or where cost recovery would significantly reduce accessibility. Examples include certain recreation programs, human services, and public safety services to promote public health and safety benefits for the broader community.
- Other: Fees determined based on market conditions, geography, legal limits, or specific City Council policies. These fees may be adjusted for non-monetary factors such as promoting access or ensuring equity.

4. Fee Categories and Descriptions

Main categories of fees in Newark:

- Development Impact Fees: One-time charges for new developments to fund infrastructure expansion. These fees shall target full cost recovery (100%) to ensure that new development does not burden existing taxpayers.
- Service Fees: Charges for government services provided to individuals or property. Fees shall generally be assessed at a high or medium cost recovery level depending on whether the service is elective (e.g., recreation programs) or mandatory (e.g., building permits or inspections).
- Regulatory Fees: Imposed to offset the cost of regulatory programs, such as inspection fees and fees which cover the cost of enforcing City codes and monitoring compliance. These fees shall aim for full cost recovery.
- Rental Fees: Fees charged for the use of City-owned property, including community facilities and public spaces. These fees shall be based on market rates.
- Penalties/Fines: Imposed for non-compliance with City rules. These fees are not tied to cost recovery but are intended to encourage compliance and deter violations.

5. Methods for Determining Fee Categories

Fees shall be assigned to the appropriate cost recovery level based on:

- The service's benefit to the individual vs. the community: Services that benefit specific individuals or entities shall have higher recovery levels, while services with broader public benefits shall have lower recovery levels.
- Market comparability: Fees for services that compete with or are similar to private sector services shall aim for full cost recovery to ensure fairness and market balance.
- Demand and accessibility: Where high-cost recovery would reduce accessibility to essential services (e.g., recreation programs and human services), lower recovery levels shall be applied.
- Feasibility of collection: If collecting fees would be impractical or overly costly, lower recovery or alternative funding mechanisms shall be considered.

6. Establishment and Modification of Fees

- Annual Review: Each department shall submit proposed fee adjustments as part of the annual process. Fees shall be reviewed and benchmarked against comparable cities to ensure competitiveness.
- Annual Adjustments: Fees shall be reviewed annually and adjusted based on changes in the Consumer Price Index (CPI) and Cost of Living Adjustments (COLA).

Exceptions may apply to fees that are regulated by law or influenced by market conditions.

- Phased Fee Increases: Where fees have not been adjusted for an extended period, increases may be phased in over several years to minimize the financial impact by preventing sudden, significant fee changes, allowing the community to adjust gradually, ensuring services remain accessible while working towards full cost recovery.
- Comprehensive Fee Review: A cost-of-service analysis shall be conducted every three to five years to ensure fees appropriately reflect the cost-of-service delivery, in line with Government Finance Officers Association (GFOA) best practices for maintaining financial sustainability and transparency.

7. Exemptions and Subsidies

The City may provide subsidies for services that benefit the community or promote equity, such as:

- Services with high community benefit (e.g., youth and senior recreation programs).
- Programs where accessibility is a priority, especially for low-income residents.
- Fees that are deemed cost-prohibitive to collect or enforce.

8. Transparency and Compliance

The City shall maintain transparency in fee-setting processes by publishing fee schedules where appropriate, including, but not limited to, the City's website, providing opportunities for public comment, and ensuring compliance with all applicable legal requirements, including Propositions 13, 62, and 218.



Master Fee Schedule Proposed Updates

October 24, 2024

Proposed Updates to the Master Fee Schedule (MFS)

Agenda

1. Overview of the Study
2. Legal Framework and Compliance
3. Methodology and Cost Calculation
4. Key Findings
5. Fiscal Impact
6. Cost Recovery Policy Overview
7. Summary & Next Steps
8. Q&A

Proposed Updates to the Master Fee Schedule (MFS)

Overview of the Study

- Revenue & Cost Specialists, LLC (RCS) conducted the study and presented findings to City Council in February 2024.

- First comprehensive fee study in over ten years.

Goal: Align fees with service costs to ensure sustainability, equity and reduce reliance on the General Fund.

Outcome: The study identified opportunities to introduce new fees and adjust existing fees to align with true service costs.

Proposed Updates to the Master Fee Schedule (MFS)

Legal Framework and Compliance

- Proposition 4 (1979): Fees limited to full costs; fines and rents are exempt.
- Proposition 218 (1996): Limits on creating and adjusting property-related fees.
- Proposition 26 (2010): Distinguishes fees from taxes. Fees must correspond to services directly benefitting the fee payor.

Compliance: Ensures fees align with benefits received, remain within reasonable costs of service and legally defensible.

Proposed Updates to the Master Fee Schedule (MFS)

Tax vs. Fee

- Community Support (Tax) Services
  - 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
  - Benefits an individual, business, or group rather than the general public.
  - Customer is identifiable, and the service is measurable.
  - Fees may be subsidized for social, safety, or community support reasons (e.g., development fees, permits, inspections, plan reviews).

Proposed Updates to the Master Fee Schedule (MFS)

Methodology and Cost Calculation

1. Service and Staff Time Allocation: Identified fee-based services and allocated staff time.

2. Fully Burdened Hourly Rates (FBHR): Combines direct and indirect costs.

3. Cost Recovery Calculation: FBHR multiplied by service delivery time.

4. Cost Allocation Plan: Analyzed and aligned overhead costs with services.

5. Proposition Compliance: Adherence to Propositions 4, 218, and 26.

Proposed Updates to the Master Fee Schedule (MFS)

Key Findings

- Identified Gaps: $9 million annual subsidies.
- Areas of Under-Recovery: Development services, public safety, and recreation programs.
- Projected Impact: Up to $1.8 million in annual recovery if fully implemented.

Proposed Updates to the Master Fee Schedule (MFS)

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**
[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**

- Revenue Impact: Potential to generate up to $1.8 million annually.
- General Fund Impact: Reduced reliance on subsidies, freeing up resources for broader community needs.
- Long-term Goal: Financial sustainability and equitable access to services.

Proposed Updates to the Master Fee Schedule (MFS)

Proposed Fee Adjustments

- Fee Adjustments: Revised fees to align with cost recovery recommendations.
- New Fees: Introduction of fees for previously unfunded services.
- Compliance: Comply with legal mandates (Propositions 218 & 26).

Proposed Updates to the Master Fee Schedule (MFS)

Cost Recovery Policy Overview

- Fee Structure: Categorizes fees by recovery levels:
  - Full Recovery (100%): Direct user benefit (e.g., building permits)
  - High (81-100%): Mixed benefits (e.g., police, administrative)
  - Medium (51-80%) & Low (0-50%): Community services (e.g., various recreation programs)
- Review Frequency: Annual updates with comprehensive reviews every 3-5 years.
- Phased Implementation: Gradual fee increases to reduce impact.
- Transparency: Fee schedules available on the City's website.

Proposed Updates to the Master Fee Schedule (MFS)

Summary

- Guiding Framework: Updates based on the Cost-of-Service Study, draft Cost Recovery Policy, and best practices.
- Annual Updates: Adjust fees according to CPI and COLA.
- Regular Fee Studies: Conduct every 3-5 years to assess full cost of city services.

Proposed Updates to the Master Fee Schedule (MFS)

Next Steps and Public Hearing

- Receive and incorporate feedback on proposed updates.
- Present final update at public hearing on November 14, 2024.
- Public Notifications: Departments prepare to implement new structures and notify the public as needed.

Thank You!



STAFF REPORT

Item I. 1.

DATE	10/24/2024
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Conference with Real Property Negotiators (Pursuant to Government Code Section 54956.8) Property: Stevenson Boulevard, Newark, CA 94560. APNs: 537-850-7-1, 537-850-8, 537-850-10, 537-850-11-3 City Negotiators: David Benoun, Steven Turner and Craig Bettencourt Negotiating Parties: Seamus O'Connor and David Bider Under Negotiation: Review of Price and Terms

STAFF REPORT

Item I. 2.

DATE	10/24/2024
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Closed Session pursuant to Government Code Section 54957, Public Employee Performance Evaluation, Title: City Manager

STAFF REPORT

Item I. 3.

DATE	10/24/2024
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Closed session for conference with Labor Negotiator pursuant to California Government Code Section 54957.6. Agency Designated Representative: Mayor Hannon, Unrepresented employee: City Manager Benoun