# CITY OF NEWARK
## CITY COUNCIL

City Administration Building, City Council Chambers

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

# AGENDA

**Thursday, December 11, 2025**
**7:00 P.M.**

**Michael K. Hannon, Mayor**
**Eve Marie Little, Vice Mayor**
**Matthew Jorgens, Council Member**
**Terrence Grindall, Council Member**
**Julie Del Catancio, Council Member**

**A. ROLL CALL**

**B. PRESENTATIONS**

**1.** Commending the Newark Middle School Girls Soccer Team

**2.** Introduction of an employee

**C. PUBLIC COMMENT**

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

**D. CONSENT CALENDAR**

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

**1.** Approval of Audited Demands

**2.** Approval of November 13, 2025, City Council Minutes

**3.** Adopt a resolution authorizing the City Manager to execute a Contractural Service Agreement for the Comprehensive Transition Plan Update with Disabled Access Consultants, LLC for updating the Newark Transition Plan and amending 2024-2026 the Biennial Budget and Capital Improvement Plan

**4.** Motion approving the 2026 Local Appointments List and distribution

**5.** Adopt a resolution authorizing the City Manager to execute a Consultant Services Agreement with Gray-Bowen-Scott for Grant Management Services in the amount not to exceed $106,000

**6.** Adopt a resolution amending the Employee Classification Plan, 2024-2026 Biennial budget and Capital Improvement Plan, and citywide salary schedule in conformance with California Code of Regulations, Title 2, Section 570.5; and approve a side letter agreement with the Newark Association of Miscellaneous Employees (NAME) reflecting the classification change of Community Preservation Specialist to Community Preservation Specialist I/II

**7.** Adopt a resolution accepting the Development Impact Fee Annual and Five-Year Report for the period ending June 30, 2025, and approving findings for each fee imposed by the City of Newark in compliance with the Mitigation Fee Act (Gov. Code §§ 66000 – 66008)

**8.** Adopt resolutions establishing the City Council regular meeting schedule for calendar year 2026, with starting times of 7:00 p.m. and authorizing the City Manager to take administrative actions during the August Recess

**9.** Adopt a resolution authorizing the City Manager to execute a Software-as-a-Service (SaaS) Agreement with Tyler Technologies, Inc. to migrate the City's on-premises Tyler New World Enterprise Resource Planning (ERP) system to the Tyler Software as a Service (SaaS) Cloud

**10.** Resolution of the City Council of the City of Newark Authorizing the City Manager to Execute the Fourth Amendment to the Contractual Services Agreement with Stantec Consulting Inc. to Provide Professional Environmental Services.

## E. PUBLIC HEARINGS

**1.** Hearing to consider the Mowry Village project entitlements including the following actions to approve: (1) Resolution for revision of the Area 3 and 4 Specific Plan, (2) Resolution for revision of the General Plan land use for a .84 acre portion of project site from Low Density Residential to High Density Residential, (3) Ordinance to rezone project site from Park to Residential Low Density, (28.26 Acre) and Residential High Density (.84 Acre), (4) Ordinance establishing a Planned Development Overlay District, (5) Resolution for Design Review, (6) Resolution for Vesting Tentative Map (8517), (7) Resolution for Alternate Means of Compliance, (8) Resolution for Density Bonus, and (9) Resolution certifying the Final Environmental Impact Report (SCN 2021110436) for the Mowry Village residential subdivision project generally located at 7400 & 7550 Mowry Avenue, consisting of APN's 537-0850-001-11, 537-0850-001-13, and 537-0850-002-00.

## F. OTHER BUSINESS

1. Waive full reading and introduce by title only an ordinance adding Chapter 12.36, Art in Public Places and Private Development, and an ordinance adding Chapter 2.14, Public Art Committee, to the Newark Municipal Code; and adopt a resolution adopting the Public Art Guidelines to Implement Chapter 12.36, "Public Art In Public Places and Private Development"

## 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.*

1. Motion appointing Vice Mayor and adoption of resolution authorizing the execution of financial documents

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

3. Adopt a resolution approving the reappointment of John Becker to the Planning Commission for a four-year term.

## I. CLOSED SESSION

## J. ADJOURNMENT

### MEETING INFORMATION

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

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

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

Zoom will no longer be available for public participation unless required by Assembly Bill 2449. Should a Council Member or the Mayor attend the meeting via Zoom.com pursuant to Assembly Bill 2449, then the Webinar ID 878 6245 1107 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.newarkca.gov/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.

**Mission Statement**
It is our mission to serve and partner with our community to continually enhance the quality of life of everyone in Newark.

**Executive Team Members**

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

# STAFF REPORT

Item B. 1.

| | |
|---|---|
| **DATE** | 12/11/2025 |
| **TO** | Honorable Mayor and City Council Members |
| **FROM** | Neetu Salwan, City Clerk |
| **SUBJECT** | Commending the Newark Middle School Girls Soccer Team |

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The Newark Middle School Girls Soccer Team won the Southern Alameda County Middle Athletic League (SACMAL) Championship on October 16, 2025. A commendation has been prepared and members of the team will be at the City Council meeting to receive it.

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**Attachments**

Commendation

***COMMENDATION***

***NEWARK MIDDLE SCHOOL***
***GIRLS SOCCER TEAM***

*WHEREAS, on October 16, 2025, the NEWARK MIDDLE SCHOOL GIRLS SOCCER TEAM brought home the Southern Alameda County Middle Athletic League (SACMAL) championship trophy in an incredible 2-1 victory over Canyon Middle School; and*

*WHEREAS, the NEWARK MIDDLE SCHOOL GIRLS SOCCER TEAM fought hard and finished the season in unforgettable fashion, winning their 1st league championship in a long time; and*

*WHEREAS, the entire team showed determination all season long, entering the playoffs with a strong 8-2 record. Their hard work, teamwork, and grit paid off in the biggest way.*

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

***NEWARK MIDDLE SCHOOL***
***GIRLS SOCCER TEAM***

| | | | |
|---|---|---|---|
| ***Coraline Arnold*** | ***Aleyna Ibarra*** | ***Giuliana Pereira*** | ***Gianna Tejeda*** |
| ***Kate Auby*** | ***Monica Mujica*** | ***La'Reyna Posey*** | ***Karina Tejeda*** |
| ***Juliana Bedolla Vera*** | ***Eva Natale*** | ***Delilah Resendez*** | ***Regina Tello*** |
| ***Lailah Carter*** | ***Brielle Nunez*** | ***Avery Rose*** | ***Kaileigh Trevias-Marr*** |
| ***Khianna Champion*** | ***Melanie Padilla*** | ***Clarissa Ruiz-Camarena*** | ***Kinley Truong*** |
| ***Penelope Culpepper*** | | | |

***Athletic Director: Eduardo Fonseca*** ***Coach: Nicole Champion***

*on their outstanding win and for bringing the trophy back to Newark.*

*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 Eleventh Day of December, Two Thousand Twenty-five.*

*MICHAEL K. HANNON*
*Mayor*

# STAFF REPORT

Item B. 2.

| | |
|---|---|
| **DATE** | 12/11/2025 |
| **TO** | Honorable Mayor and City Council Members |
| **FROM** | Neetu Salwan, City Clerk |
| **SUBJECT** | Introduction of an employee |

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Neetu Salwan, City Clerk, will be introduced at the City Council meeting.

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# STAFF REPORT

Item D. 1.

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|---|---|
| **DATE** | 12/11/2025 |
| **TO** | Honorable Mayor and City Council Members |
| **FROM** | |
| **SUBJECT** | Approval of Audited Demands |

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**Attachments**

Audited Demands 10.30.25
Audited Demands 11.06.25
Audited Demands 11.13.25
Audited Demands 11.20.25

LIVE Newark CA LIVE

# Payment Batch Register

**Bank Account: AP - ZBA ACCOUNTS PAYABLE**

**Batch Date: 10/30/2025**

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount |
|---|---|---|---|---|---|---|
| **Bank Account:** AP - ZBA ACCOUNTS PAYABLE | | | | | | |
| Check | 10/30/2025 | 15342 | Accounts Payable | ADAMSON POLICE PRODUCTS | | 272.42 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | INV441723 | | 10/10/2025 | RECRUITMENT UNIFORMS AND ACCESSORIES - ALVAREZ | | 272.42 |
| Check | 10/30/2025 | 15343 | Accounts Payable | HEALTH AND HUMAN RESOURCE CENTER, INC | | 247.86 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | E0355875 | | 10/06/2025 | EMPLOYEE ASSISTANT PROGRAM (EAP) - NOVEMBER 2025 | | 247.86 |
| Check | 10/30/2025 | 15344 | Accounts Payable | AIRGAS USA, LLC | | 109.20 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 5519834262 | | 09/30/2025 | CYL ACETYLENE RENTAL 09/30/25 | | 109.20 |
| Check | 10/30/2025 | 15345 | Accounts Payable | ALL CITY MANAGEMENT SERVICES, INC. | | 8,279.86 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 103300 | | 10/06/2025 | SCHOOL CROSSING GUARD SVCS 08/31-09/13/25 | | 8,279.86 |
| Check | 10/30/2025 | 15346 | Accounts Payable | ANKAR CYCLES, INC DBA OAKLAND HARLEY-DAVIDSON | | 613.41 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 1114561 | | 08/19/2025 | MOTORCYCLE SERVICE 08/19/25 | | 613.41 |
| Check | 10/30/2025 | 15347 | Accounts Payable | AQUATIC DESIGN GROUP, INC. | | 6,439.21 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 34362 | | 07/31/2025 | SILLIMAN AC ASSESSMENT & IMPROVEMENT 07/01-07/31/25 | | 1,489.21 |
| | 34453 | | 08/27/2025 | SILLIMAN AC ASSESSMENT & IMPROVEMENT 08/01-08/31/25 | | 4,950.00 |
| Check | 10/30/2025 | 15348 | Accounts Payable | ASCENT ENVIRONMENTAL, INC. | | 5,690.00 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 20230149.01-18 | | 10/07/2025 | CLIMATE ACTION PLAN DEVELOPMENT 09/25 | | 5,690.00 |
| Check | 10/30/2025 | 15349 | Accounts Payable | COMMUNITY PLANNING COLLABORATIVE | | 3,541.67 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 2008 | | 10/07/2025 | ON CALL SVCS/INCLUSIONARY HSNG/TENANT PROTECTIONS - 8/25-9/25 | | 3,541.67 |
| Check | 10/30/2025 | 15350 | Accounts Payable | BELKORP AG, LLC | | 410.05 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 1135262 | | 10/06/2025 | LIFT LINK | | 410.05 |

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|---|---|---|---|---|---|---|
| Check | 10/30/2025 | 15351 | Accounts Payable | BLUETRITON BRANDS INC | | 591.42 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 05J8720042467 | | 10/16/2025 | WATER SERVICES 9/15-10/14/25 | | 591.42 |
| Check | 10/30/2025 | 15352 | Accounts Payable | BURTON'S FIRE INC | | 1,534.55 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | S 69622 | | 10/07/2025 | FT AIR CYLINDER STEP NUMATICS | | 1,534.55 |
| Check | 10/30/2025 | 15353 | Accounts Payable | CAL SAFETY INC | | 36,370.00 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 31721 | | 10/06/2025 | NEWARK DAYS TRAFFIC CONTROL 09/20/25 | | 36,370.00 |
| Check | 10/30/2025 | 15354 | Accounts Payable | CAL-WEST LIGHTING & SIGNAL MAINTENANCE | | 11,376.58 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 250755 | | 07/31/2025 | TRAFFIC SIGNAL CALLS 07/25 | | 10,960.47 |
| | 250756 | | 07/31/2025 | STREET LIGHT REPAIR 07/11/25 | | 416.11 |
| Check | 10/30/2025 | 15355 | Accounts Payable | CENTRAL TOWING & TRANSPORT LLC | | 50.00 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 9703391-1 | | 09/26/2025 | TOWING SERVICES - 2012 IMPALA 09/26/25 | | 50.00 |
| Check | 10/30/2025 | 15356 | Accounts Payable | CINTAS CORP | | 3,595.24 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | SEPT'25 | | 09/30/2025 | UNIFORM/MATS SEPTEMBER 2025 | | 3,595.24 |
| Check | 10/30/2025 | 15357 | Accounts Payable | PETTY CASH CUSTODIAN - TIANNA JONES | | 650.58 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 070924-062525SC | | 08/26/2025 | PETTY CASH REPLENISHMENT 07/09/24-06/25/25 | | 650.58 |
| Check | 10/30/2025 | 15358 | Accounts Payable | ALAMEDA COUNTY INFORMATION TECHNOLOGY DEPARTMENT | | 2,314.78 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 112-2509029 | | 10/10/2025 | AWS ACCESS FEE SEPTEMBER 2025 | | 2,314.78 |
| Check | 10/30/2025 | 15359 | Accounts Payable | EQUIFAX INFORMATION SVCS LLC | | 54.24 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 2068048013 | | 10/07/2025 | CREDIT BUREAU REPORT FEES - 10/7/25 | | 54.24 |
| Check | 10/30/2025 | 15360 | Accounts Payable | FREMONT CDJR | | 270.15 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 5462 | | 10/06/2025 | ACTUATOR | | 162.86 |
| | 5538 | | 10/14/2025 | ANTIFREEZE | | 107.29 |
| Check | 10/30/2025 | 15361 | Accounts Payable | FREMONT FORD | | 7,551.59 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 240761 | | 10/15/2025 | ROTOR ASY & BRAKE LINING KIT | | 665.34 |
| | 240274 | | 10/06/2025 | BUMPER ASY | | 283.60 |
| | 240400 | | 10/07/2025 | GASKET & OIL DRAIN | | 42.77 |
| | 455526 | | 10/10/2025 | FORD SERVICE 2017 FORD INTERCEPTOR 1702 09/30/25 | | 5,356.49 |
| | 455893 | | 10/08/2025 | FORD SERVICE 2020 FORD INTERCEPTOR 1003 10/08/25 | | 652.34 |
| | 240401 | | 10/08/2025 | SEAT BACK & COVER ASY | | 551.05 |

| | | | | | |
|---|---|---|---|---|---|
| Check | 10/30/2025 | 15362 | Accounts Payable | GRAINGER | 300.26 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 9670154260 | 10/09/2025 | FS CONNECTOR TUBE | | 200.08 |
| 9637002313 | 09/10/2025 | FIRE EXTINGUISHER | | 100.18 |

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|---|---|---|---|---|---|
| Check | 10/30/2025 | 15363 | Accounts Payable | JEFF'S MOBILE GLASS INC. | 703.75 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| IJMG-1006-86244 | 10/06/2025 | GLASS REPLACEMENT VEH 1703 10/06/25 | | 703.75 |

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|---|---|---|---|---|---|
| Check | 10/30/2025 | 15364 | Accounts Payable | LPC SERVICES, INC. | 5,433.00 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 83298 | 10/08/2025 | PEST SERVICES - SILLIMAN PARK #117189 10/8/25 | | 425.00 |
| 83299 | 10/08/2025 | PEST SERVICES - SANCTUARY PARK #117190 10/8/25 | | 570.00 |
| 83124 | 10/08/2025 | PEST SERVICES - SILLIMAN #102710 10/8/25 | | 1,020.00 |
| 83297 | 10/08/2025 | PEST SERVICES - SILLIMAN PARK #117189 10/8/25 | | 570.00 |
| 83300 | 10/08/2025 | PEST SERVICES - SANCTUARY PARK #117190 10/8/25 | | 425.00 |
| 83122 | 10/08/2025 | PEST SERVICES - FIRE STATION #3 102701 10/8/25 | | 240.00 |
| 83254 | 10/08/2025 | PEST SERVICES - CITY HALL #102699 10/8/25 | | 175.00 |
| 83255 | 10/08/2025 | PEST SERVICES - PD #104419 10/8/25 | | 181.00 |
| 83256 | 10/08/2025 | PEST SERVICES - LIBRARY #116524 10/8/25 | | 175.00 |
| 83221 | 10/08/2025 | PEST SERVICES - CITY HALL #102699 10/8/25 | | 267.00 |
| 83134 | 10/08/2025 | PEST SERVICES - VIOLA BLYTHE #102704 10/8/25 | | 260.00 |
| 83295 | 10/08/2025 | PEST SERVICES - ASH PARK #117187 10/8/25 | | 285.00 |
| 83014 | 10/08/2025 | PEST SERVICES - SERVICE CENTER #102702 10/8/25 | | 185.00 |
| 83296 | 10/08/2025 | PEST SERVICES - BRIDGEPOINT PARK #117188 10/8/25 | | 285.00 |
| 83123 | 10/08/2025 | PEST SERVICES - FIRE STATION #1 102707 10/8/25 | | 275.00 |
| 83159 | 10/08/2025 | PEST SERVICES - COMMUNITY CENTER #102700 10/8/25 | | 95.00 |

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|---|---|---|---|---|---|
| Check | 10/30/2025 | 15365 | Accounts Payable | MANUEL FERNANDEZ CONSTRUCTION | 17,490.45 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 2020329 | 10/08/2025 | COMMUNITY BATHROOM RESTORATION 08/28-09/19/25 | | 17,490.45 |

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|---|---|---|---|---|---|
| Check | 10/30/2025 | 15366 | Accounts Payable | MNS ENGINEERS INC | 95,867.15 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 91423 | 10/06/2025 | ON-CALL PUBLIC WORKS CONSTRUCTION INSPECTION SERVICES 08/25 | | 49,492.35 |
| 91512 | 10/10/2025 | ON-CALL PUBLIC WORKS CONSTRUCTION INSPECTION SERVICES 09/25 | | 46,374.80 |

| | | | | | |
|---|---|---|---|---|---|
| Check | 10/30/2025 | 15367 | Accounts Payable | NETWORK CONTRACTING LLC | 220.00 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 4968 | 10/05/2025 | NETWORK CONSULTING SERVICES 09/30/25 | | 220.00 |

| | | | | | |
|---|---|---|---|---|---|
| Check | 10/30/2025 | 15368 | Accounts Payable | BIG O TIRES #175 | 125.00 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 005175-178375 | 10/08/2025 | TIRE SERVICE VEH #27 10/08/25 | | 125.00 |

| | | | | | |
|---|---|---|---|---|---|
| Check | 10/30/2025 | 15369 | Accounts Payable | KIDZ LOVE SOCCER | 9,249.60 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 090525-10172025 | 10/21/2025 | KIDZ LOVE SOCCER CLASSES 09/05-10/17/25 | | 3,577.20 |
| 090725-10192025 | 10/21/2025 | KIDZ LOVE SOCCER CLASSES 09/07-10/19/25 | | 5,672.40 |

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|---|---|---|---|---|---|
| Check | 10/30/2025 | 15370 | Accounts Payable | OSBORNE LUMBER COMPANY, INC. | 91.64 |

| | Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|---|
| | 104227 | 08/08/2025 | SILLIMAN LUMBER | | 91.64 |
| Check | 10/30/2025 | 15371 Accounts Payable | OWEN EQUIPMENT CO | | 515.76 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 00068974 | 10/07/2025 | VACTOR A-16 HOSE | | 515.76 |
| Check | 10/30/2025 | 15372 Accounts Payable | PAKPOUR CONSULTING GROUP, INC. | | 8,321.78 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 4829 | 09/05/2025 | ON-CALL CIVIL ENGINEERING PLAN REVIEW SERVICES 08/01-08/31/25 | | 8,321.78 |
| Check | 10/30/2025 | 15373 Accounts Payable | PETERSON | | 790.95 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | PC001911649 | 10/08/2025 | TRACTOR SHOCK ABSORBER, SPRINGS, KNOB, COMPRESS & SCREW | | 790.95 |
| Check | 10/30/2025 | 15374 Accounts Payable | PHAN'S SMOG STATION | | 100.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 069628 | 10/13/2025 | SMOG VEH #141 10/13/25 | | 50.00 |
| | 069537 | 10/08/2025 | SMOG VEH #27 10/08/25 | | 50.00 |
| Check | 10/30/2025 | 15375 Accounts Payable | PLAN JPA | | 6,521.42 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | PLAN-0425 | 10/10/2025 | GENERAL LIABILITY CLAIMS FY25/26 - SEPTEMBER 2025 | | 6,521.42 |
| Check | 10/30/2025 | 15376 Accounts Payable | REYES COCA-COLA BOTTLING LLC. | | 888.12 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 49199621031 | 10/07/2025 | CAFE FOOD & BEVERAGE SUPPLIES | | 888.12 |
| Check | 10/30/2025 | 15377 Accounts Payable | SIEMENS INDUSTRY, INC. | | 752.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 5332141021 | 10/10/2025 | RAISER REPAIR 10/10/25 | | 752.00 |
| Check | 10/30/2025 | 15378 Accounts Payable | SOLITUDE LAKE MANAGEMENT, LLC | | 21,250.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | PSI205209 | 09/30/2025 | LAKESHORE PARK AERATOR INSTALL 09/30/25 | | 21,250.00 |
| Check | 10/30/2025 | 15379 Accounts Payable | CLASSIC GRAPHICS | | 54.08 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 51677 | 10/06/2025 | DECAL TRANSFER 10/06/25 | | 54.08 |
| Check | 10/30/2025 | 15380 Accounts Payable | TMT ENTERPRISES INC | | 1,722.17 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 893828 | 10/06/2025 | COMPOST | | 1,722.17 |
| Check | 10/30/2025 | 15381 Accounts Payable | TRI-TECH FORENSICS, INC | | 166.85 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 01224440 | 10/09/2025 | TRANSPORT HOOD | | 166.85 |
| Check | 10/30/2025 | 15382 Accounts Payable | U.S. BANK CORPORATE PAYMENT SYSTEMS | | 45,358.87 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 102225STMT | 10/22/2025 | CC PAYMENT 10/22/25 | | 45,358.87 |

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|---|---|---|---|---|---|---|
| Check | 10/30/2025 | 15383 | Accounts Payable | BOSCO OIL INC DBA VALLEY OIL | | 12,301.64 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 233004 | 10/15/2025 | DIESEL & GASOLINE 10/15/25 | | 12,301.64 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Check | 10/30/2025 | 15384 | Accounts Payable | ZUMAR INDUSTRIES | | 4,686.90 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 54321 | 10/06/2025 | STEET SIGNS | | 4,686.90 |

| | | | | | | |
|---|---|---|---|---|---|---|
| EFT | 10/30/2025 | 1758 | Accounts Payable | HALEY & ALDRICH, INC | 011301798 / 601014525 | 17,830.25 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 9060902 | 09/10/2025 | UST REMOVAL AT SVC PRJ 1310 THROUGH 08/31/25 | | 17,830.25 |

| | | | | | | |
|---|---|---|---|---|---|---|
| EFT | 10/30/2025 | 1759 | Accounts Payable | REDWOOD PUBLIC LAW, LLP | 122105980 / 8595354209 | 42,595.29 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 17228 | 09/30/2025 | LEGAL SERVICES THROUGH SEPTEMBER 30, 2025 | | 935.00 |
| 17229 | 09/30/2025 | LEGAL SERVICES THROUGH SEPTEMBER 30, 2025 | | 4,818.40 |
| 17230 | 09/30/2025 | LEGAL SERVICES THROUGH SEPTEMBER 30, 2025 | | 945.00 |
| 17231 | 09/30/2025 | LEGAL SERVICES THROUGH SEPTEMBER 30, 2025 | | 165.00 |
| 17232 | 09/30/2025 | LEGAL SERVICES THROUGH SEPTEMBER 30, 2025 | | 16,149.00 |
| 17233 | 09/30/2025 | LEGAL SERVICES THROUGH SEPTEMBER 30, 2025 | | 3,562.90 |
| 17236 | 09/30/2025 | LEGAL SERVICES THROUGH SEPTEMBER 30, 2025 | | 8,181.00 |
| 17237 | 09/30/2025 | LEGAL SERVICES THROUGH SEPTEMBER 30, 2025 | | 3,885.00 |
| 17238 | 09/30/2025 | LEGAL SERVICES THROUGH SEPTEMBER 30, 2025 | | 2,065.00 |
| 17239 | 09/30/2025 | LEGAL SERVICES THROUGH SEPTEMBER 30, 2025 | | 1,057.50 |
| 17240 | 09/30/2025 | LEGAL SERVICES THROUGH SEPTEMBER 30, 2025 | | 381.99 |
| 17384 | 09/30/2025 | ENCROACHMENT EASEMENT AGREEMENT 37057 SAN ANTONIO ST 09/22/25 | | 339.50 |
| 17235 | 09/30/2025 | LEGAL SERVICES - HARVEST COMMUNITY @ OHLONE - SVCS THRU 9/30/25 | | 110.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| EFT | 10/30/2025 | 1760 | Accounts Payable | SEDGWICK CLAIMS MANAGEMENT SERVICES, INC. | 121000248 / 4942808510 | 24,999.00 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| CC20251027111014 | 10/27/2025 | CC-WC-CLAIM#4A2209DYDQ40001 09/11/22 | | 24,999.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| EFT | 10/30/2025 | 1761 | Accounts Payable | SUMMIT UNIFORMS, LLC | 121000358 / 325183513607 | 447.35 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 33068 | 10/07/2025 | UNIFORM AND ACCESSORIES-RODRIGUEZ | | 302.97 |
| 33211 | 10/10/2025 | UNIFORM AND ACCESSORIES-ALVAREZ | | 144.38 |

| | | | |
|---|---|---|---|
| AP ZBA ACCOUNTS PAYABLE Totals: | | Transactions: 47 | $408,746.09 |

| | | |
|---|---|---|
| Checks: | 43 | $322,874.20 |
| EFTs: | 4 | $85,871.89 |

LIVE Newark CA LIVE

# Payment Batch Register

**Bank Account: AP - ZBA ACCOUNTS PAYABLE**

**Batch Date: 11/06/2025**

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount |
|---|---|---|---|---|---|---|
| **Bank Account:** AP - ZBA ACCOUNTS PAYABLE | | | | | | |
| Check | 11/06/2025 | 15385 | Accounts Payable | ADAMSON POLICE PRODUCTS | | 353.25 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | INV441944 | | 10/15/2025 | RECRUITMENT UNIFORMS AND ACCESSORIES - M.HECKMAN | | 353.25 |
| Check | 11/06/2025 | 15386 | Accounts Payable | ALAMEDA COUNTY SHERIFF'S OFFICE | | 8,425.00 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 9910 | | 10/30/2025 | ACADEMY TUITION - GONZALES-ALVAREZ, M.HECKMAN 10/27/25-05/11/26 | | 8,000.00 |
| | 1201-121225-AM | | 11/03/2025 | POST SUPERVISORY COURSE-MUSANTRY 12/01-12/12/25 | | 425.00 |
| Check | 11/06/2025 | 15387 | Accounts Payable | TREASURER OF ALAMEDA COUNTY | | 864.00 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | SEPT 2025 | | 10/22/2025 | CRIME LAB FEES SEPTEMBER 2025 | | 864.00 |
| Check | 11/06/2025 | 15388 | Accounts Payable | ALL CITY MANAGEMENT SERVICES, INC. | | 8,287.92 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 104018 | | 10/15/2025 | SCHOOL CROSSING GUARD SVCS 09/28-10/11/25 | | 8,287.92 |
| Check | 11/06/2025 | 15389 | Accounts Payable | AMERICAN STAGE TOURS | | 6,318.00 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 33196 | | 11/03/2025 | FLEET WEEK CRUISE DAY TRIP 10/12/25 | | 6,318.00 |
| Check | 11/06/2025 | 15390 | Accounts Payable | APPLIED AIR FILTERS, INC. | | 2,590.45 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 47940 | | 10/08/2025 | AIR FILTERS | | 2,590.45 |
| Check | 11/06/2025 | 15391 | Accounts Payable | MATTHEW AVILA | | 42.98 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 102225EXP | | 10/22/2025 | EXPENSE REIMBURSEMENT- WELCOME BREAKFAST | | 42.98 |
| Check | 11/06/2025 | 15392 | Accounts Payable | PUMPMAN NORCAL | | 5,016.28 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 73072 C | | 07/17/2025 | LAKESHORE PUMP REPLACEMENT PRJ 1211 FINAL PAYMENT 07/17/25 | | 5,016.28 |
| Check | 11/06/2025 | 15393 | Accounts Payable | VIOLETTA BERLANGA | | 1,500.00 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | SUMMER25 | | 10/30/2025 | EDUCATIONAL REIMBURSEMENT- SUMMER 2025 | | 1,500.00 |
| Check | 11/06/2025 | 15394 | Accounts Payable | CAL-WEST LIGHTING & SIGNAL MAINTENANCE | | 10,351.46 |

| | Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|---|
| | 9250917 | 09/30/2025 | MONTHLY OUTAGES REPAIRS-STREET LIGHTING 09/02-09/21/25 | | 1,015.55 |
| | 250916 | 09/30/2025 | TRAFFIC SIGNAL CALLS 09/25 | | 2,749.78 |
| | 251044 | 10/24/2025 | STREET LIGHT REPAIR-WILLOW/ENTERPRISE 10/21/25 | | 6,586.13 |
| Check | 11/06/2025 | 15395 Accounts Payable | CALIFORNIA BUILDING STANDARDS COMMISSION | | 914.40 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 0701-093025 | 10/28/2025 | BUILDING STANDARDS FEES - JUL TO SEPT 2025 | | 914.40 |
| Check | 11/06/2025 | 15396 Accounts Payable | CALIFORNIA DEPARTMENT OF CONSERVATION | | 1,685.96 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 0701-093025 | 10/28/2025 | STRONG MOTION FEES - JUL TO SEPT 2025 | | 1,685.96 |
| Check | 11/06/2025 | 15397 Accounts Payable | CALIFORNIA MUNICIPAL STATISTICS, INC | | 600.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 25101712 | 10/17/2025 | ACFR - DIRECT AND OVERLAPPING DEBT STATEMENT AS OF 6/30/25 | | 600.00 |
| Check | 11/06/2025 | 15398 Accounts Payable | BEACON VETERINARY SPECIALISTS | | 948.30 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 214826 | 10/22/2025 | VET SVCS 08/12/25 | | 386.10 |
| | 215115 | 10/22/2025 | VET SVCS 08/15/25 | | 281.10 |
| | 216013 | 10/22/2025 | VET SVCS 08/27/25 | | 281.10 |
| Check | 11/06/2025 | 15399 Accounts Payable | CENTRAL VETERINARY HOSPITAL | | 660.80 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 534234 | 09/22/2025 | VET SVCS 09/22/25 | | 660.80 |
| Check | 11/06/2025 | 15400 Accounts Payable | CENTRALSQUARE TECHNOLOGIES, LLC | | 3,400.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 444637 | 08/21/2025 | ETRAKIT ANNUAL ACCESS FEE 08/21/25 | | 3,400.00 |
| Check | 11/06/2025 | 15401 Accounts Payable | CINTAS CORP | | 3,977.23 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | OCT'25 | 10/31/2025 | UNIFORM/MATS OCTOBER 2025 | | 3,977.23 |
| Check | 11/06/2025 | 15402 Accounts Payable | COUNTY OF ALAMEDA | | 2,436.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | IN0390880 | 09/24/2025 | SB1383 EDIBLE FOOD RECOVERY INSPECTION PERMIT 04/02-05/05/25 | | 2,436.00 |
| Check | 11/06/2025 | 15403 Accounts Payable | EAST BAY TIRE | | 391.13 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 2177147 | 09/17/2025 | TIRES-POW KING SUPER HWY | | 391.13 |
| Check | 11/06/2025 | 15404 Accounts Payable | ENVIRONMENTAL LOGISTICS | | 2,805.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 130600 | 10/29/2025 | HAZARDOUS WASTE REMOVAL 10/20/25 | | 2,805.00 |
| Check | 11/06/2025 | 15405 Accounts Payable | EWING IRRIGATION PRODUCTS INC. | | 1,312.70 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 28187965 | 10/30/2025 | IRRIGATION HUNGER BOX-POS | | 1,043.71 |

| | | | | | | |
|---|---|---|---|---|---|---|
| | 28188130 | 10/30/2025 | IRRIGATION TUBES, NURSERY TAPE, POLY TRASH, & TREE TIES | | | 268.99 |
| Check | 11/06/2025 | 15406 Accounts Payable | FEDEX | | | 10.95 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 9-041-67237 | 10/24/2025 | PACKAGE DELIVERY 10/15/25 | | | 10.95 |
| Check | 11/06/2025 | 15407 Accounts Payable | GACHINA LANDSCAPE MANAGEMENT, INC. | | | 5,897.99 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | E 233290 | 10/29/2025 | LEAKING VALVE-ENTERPRISE & WILLOW 10/29/25 | | | 1,135.53 |
| | E 233289 | 10/29/2025 | IRRIGATION REPAIR-THORNTON 10/29/25 | | | 3,585.02 |
| | E 233768 | 10/31/2025 | BROKEN MAINLINE-MOWRY 10/31/25 | | | 1,177.44 |
| Check | 11/06/2025 | 15408 Accounts Payable | GOOD CITY COMPANY | | | 76,919.25 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 4322 | 07/31/2025 | GENERAL PLANNING SERVICES - SVCS 07/01 - 07/31/25 | | | 40,050.75 |
| | 4388 | 09/01/2025 | GENERAL PLANNING SERVICES - SVCS 08/01 - 08/31/25 | | | 36,868.50 |
| Check | 11/06/2025 | 15409 Accounts Payable | GRAINGER | | | 1,045.68 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 9673416427 | 10/13/2025 | EYEWASH SPRAY, TIMER, BRACKET, & MOTION SENSOR | | | 529.73 |
| | 9674888251 | 10/14/2025 | FS BUSHINGS AND ADAPTER | | | 27.87 |
| | 9674642450 | 10/14/2025 | YARD PHOTOCONTROL | | | 20.43 |
| | 9674888269 | 10/14/2025 | SR CTR EMERGENCY SIGNS | | | 408.76 |
| | 9677784085 | 10/16/2025 | FS29 SNUBBER HOSE | | | 22.29 |
| | 9678061814 | 10/16/2025 | FS29 AIR HOSE | | | 36.60 |
| Check | 11/06/2025 | 15410 Accounts Payable | MICHELLE GRIESE | | | 210.03 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 0903-090525EXP | 10/22/2025 | WLLE SAN DIEGO 09/02-09/05/25 | | | 210.03 |
| Check | 11/06/2025 | 15411 Accounts Payable | TERRENCE GRINDALL | | | 471.13 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 1007-101025EXP | 10/31/2025 | EXPENSE REIMBURSEMENT - LEAGUE OF CA CITIES CONF 10/07-10/10/25 | | | 471.13 |
| Check | 11/06/2025 | 15412 Accounts Payable | GYM DOCTORS | | | 481.30 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 00172698 | 10/16/2025 | FITNESS CENTER MAINTENANCE 10/15/25 | | | 481.30 |
| Check | 11/06/2025 | 15413 Accounts Payable | HDL SOFTWARE, LLC | | | 3,299.30 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | SIN055483 | 09/30/2025 | UUT SUPPORT / RETURNS - SEPT 2025 | | | 3,299.30 |
| Check | 11/06/2025 | 15414 Accounts Payable | HOME DEPOT CREDIT SERVICES | | | 1,079.38 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | OCT'25 | 10/13/2025 | HOME DEPOT CC PURCHASE 09/15-10/09/25 | | | 1,079.38 |
| Check | 11/06/2025 | 15415 Accounts Payable | I PIZZA | | | 1,967.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 1004-10252025 | 10/29/2025 | PIZZA FOR BIRTHDAY PARTIES 10/04 - 10/25/25 | | | 1,967.00 |
| Check | 11/06/2025 | 15416 Accounts Payable | IDN WILCO | | | 609.31 |

| | Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|---|
| | 10923808-00 | 10/15/2025 | PADLOCKS | | 456.99 |
| | 10915930-00 | 10/16/2025 | MASTER PADLOCK | | 152.32 |
| Check | 11/06/2025 | 15417 Accounts Payable | INDUSTRIAL PLUMBING SUPPLY, LLC. | | 71.76 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 126151 | 10/13/2025 | HANDLE REPAIR KIT | | 71.76 |
| Check | 11/06/2025 | 15418 Accounts Payable | ITERIS, INC. | | 8,635.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 185113 | 10/16/2025 | TRAFFIC SIGNAL INTERCONNECT PROJECT #1361 - 09/01-09/30/25 | | 8,635.00 |
| Check | 11/06/2025 | 15419 Accounts Payable | KBA DOCUMENT SOLUTIONS, LLC | | 112.97 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 55Y1562152 | 10/13/2025 | COPIER LEASE YEAR 4 OF 5 - STAPLES SILLIMAN AQUATICS 10/25 | | 112.97 |
| Check | 11/06/2025 | 15420 Accounts Payable | KNORR SYSTEMS INTERNATIONAL | | 29,171.32 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 296488 | 06/27/2025 | ACTIVITY POOL LATERAL REPLACEMENTS 06/27/25 | | 29,171.32 |
| Check | 11/06/2025 | 15421 Accounts Payable | L.N. CURTIS & SONS | | 1,795.01 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | INV1000983 | 10/17/2025 | ACADEMY UNIFORM- ALVAREZ | | 663.96 |
| | INV1000079 | 10/15/2025 | ACADEMY UNIFORM- M.HECKMAN | | 928.12 |
| | INV999554 | 10/14/2025 | DISPATCH UNIFORM-TAYLOR | | 202.93 |
| Check | 11/06/2025 | 15422 Accounts Payable | LOOMIS | | 342.64 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 13846882 | 10/31/2025 | ARMORED CAR SERVICE - 10/25 | | 342.64 |
| Check | 11/06/2025 | 15423 Accounts Payable | LPC SERVICES, INC. | | 505.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 82846 | 09/19/2025 | PEST SERVICES - BRIDGEPOINT PARK #117188 9/19/25 | | 285.00 |
| | 83158 | 10/08/2025 | PEST SERVICES - FIRE STATION #2 #102709 10/8/25 | | 220.00 |
| Check | 11/06/2025 | 15424 Accounts Payable | MIKE YORKS INVESTIGATIONS | | 5,575.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 2025-44-2 | 10/28/2025 | BACKGROUND INVESTIGATIONS 10/16-10/31/25 | | 550.00 |
| | 2025-40-2 | 10/28/2025 | BACKGROUND INVESTIGATIONS 09/18-10/07/25 | | 550.00 |
| | 2025-36 | 10/30/2025 | BACKGROUND INVESTIGATIONS 08/21-10/29/25 | | 3,625.00 |
| | 2025-42 | 10/30/2025 | BACKGROUND INVESTIGATIONS 09/23-10/14/25 | | 850.00 |
| Check | 11/06/2025 | 15425 Accounts Payable | MNS ENGINEERS INC | | 21,882.90 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 90898 | 08/19/2025 | CENTRAL AVE OVERPASS CONSTRUCTABILITY REVIEW 07/01-07/31/25 | | 1,840.80 |
| | 91171 | 09/12/2025 | CENTRAL AVE OVERPASS CONSTRUCTABILITY REVIEW 08/01-08/31/25 | | 12,356.50 |
| | 91606 | 10/14/2025 | CENTRAL AVE OVERPASS CONSTRUCTABILITY REVIEW 09/01-09/30/25 | | 7,685.60 |
| Check | 11/06/2025 | 15426 Accounts Payable | NETWORK CONTRACTING LLC | | 220.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 4971 | 10/11/2025 | NETWORK CONSULTING SERVICES 10/07/25 | | 220.00 |

| | | | | | |
|---|---|---|---|---|---|
| Check | 11/06/2025 | 15427 | Accounts Payable | NICHOLS CONSULTING ENGINEERS, CHTD | 37,498.32 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 123055507 | 08/15/2025 | TASK ORDER NO. 2 - THORNTON AVE. PAVEMENT REHAB 08/25 | | 18,025.00 |
| 123055508 | 09/19/2025 | TASK ORDER NO. 2 - THORNTON AVE. PAVEMENT REHAB 09/25 | | 5,593.58 |
| 123055509 | 09/30/2025 | TASK ORDER NO. 2 - THORNTON AVE. PAVEMENT REHAB 10/25 | | 13,879.74 |

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|---|---|---|---|---|---|
| Check | 11/06/2025 | 15428 | Accounts Payable | AT&T | 14,476.74 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 000024008460 | 09/01/2025 | BAN 9391083983 - 08/01-08/31/25 | | 4,559.35 |
| 000024152242 | 10/01/2025 | BAN 9391056598 - 09/01-09/30/25 | | 864.59 |
| 000024158048 | 10/01/2025 | BAN 9391083983 - 09/01-09/30/25 | | 9,052.80 |

| | | | | | |
|---|---|---|---|---|---|
| Check | 11/06/2025 | 15429 | Accounts Payable | PACIFIC GAS & ELECTRIC | 19,522.41 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 7786-102025 | 10/20/2025 | ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 09/13-10/14/25 | | 15,900.88 |
| 7460-101425 | 10/14/2025 | ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 08/22-09/22/25 | | 3,621.53 |

| | | | | | |
|---|---|---|---|---|---|
| Check | 11/06/2025 | 15430 | Accounts Payable | RYAN PEREZ | 219.70 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 110325EXP | 11/03/2025 | BOOT REIMBURSEMENT 11/03/25 | | 219.70 |

| | | | | | |
|---|---|---|---|---|---|
| Check | 11/06/2025 | 15431 | Accounts Payable | THE PERMANENTE MEDICAL GROUP, INC. | 383.00 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 9001776275 | 10/14/2025 | PRE-EMPLOYMENT/ DOT PHYSICALS - 09/09-09/12/25 | | 383.00 |

| | | | | | |
|---|---|---|---|---|---|
| Check | 11/06/2025 | 15432 | Accounts Payable | S&H CONSTRUCTION, INC. | 19,997.50 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 9 | 09/30/2025 | NEWARK RESOURCE CENTER RENOVATIONS PRJ 1360 09/30/25 | | 19,997.50 |

| | | | | | |
|---|---|---|---|---|---|
| Check | 11/06/2025 | 15433 | Accounts Payable | SFPUC | 4,113.23 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 80505 | 10/22/2025 | SFPUC RENT WATER AC#3642 11/01/25 | | 1,049.34 |
| 80538 | 10/22/2025 | SFPUC RENT WATER AC#2866 11/01/25 | | 3,063.89 |

| | | | | | |
|---|---|---|---|---|---|
| Check | 11/06/2025 | 15434 | Accounts Payable | SHUTE, MIHALY & WEINBERGER LLP | 99.40 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 292894 | 08/25/2025 | LEGAL SERVICES - CENTRAL AVENUE OVERPASS 07/25 | | 49.70 |
| 293414 | 09/25/2025 | LEGAL SERVICES - CENTRAL AVENUE OVERPASS 09/25 | | 49.70 |

| | | | | | |
|---|---|---|---|---|---|
| Check | 11/06/2025 | 15435 | Accounts Payable | SITEONE LANDSCAPE SUPPLY, LLC | 2,295.50 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 159384083-001 | 10/08/2025 | TOP SOIL | | 366.15 |
| 159833735-001 | 10/21/2025 | GOLD PATH FINES | | 513.97 |
| 159815053-001 | 10/21/2025 | BULK GOLD PATH FINES | | 251.31 |
| 159309538-001 | 10/09/2025 | BULK FILL SAND | | 1,164.07 |

| | | | | | |
|---|---|---|---|---|---|
| Check | 11/06/2025 | 15436 | Accounts Payable | SANDRA SOTO | 1,307.76 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 0817-082925EXP | 10/27/2025 | CSI EXP REIMBURSEMENT 08/17-08/29/25 | | 1,307.76 |

| | | | | | |
|---|---|---|---|---|---|
| Check | 11/06/2025 | 15437 | Accounts Payable | ST. FRANCIS ELECTRIC, LLC. | 10,875.00 |

| | Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|---|
| | 24054519 | 07/30/2025 | TRAFFIC SIGNAL & STREET LIGHT MAINTENANCE - 07/30/25 | | 10,875.00 |
| Check | 11/06/2025 | 15438 Accounts Payable | STAPLES | | 492.50 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 7007266389 | 10/15/2025 | OFFICE SUPPLIES 10/01-10/06/25 | | 492.50 |
| Check | 11/06/2025 | 15439 Accounts Payable | SYSCO - SAN FRANCISCO | | 91.22 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 750747045 | 11/03/2025 | CAFE/BDAY PARTY/CAMP FOOD 11/3/25 | | 91.22 |
| Check | 11/06/2025 | 15440 Accounts Payable | CLASSIC GRAPHICS | | 2,801.98 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 51718 | 10/16/2025 | CUSTOM FABRICATION 10/16/25 | | 2,801.98 |
| Check | 11/06/2025 | 15441 Accounts Payable | TEMPERATURE TECHNOLOGY INC | | 3,222.89 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | I4312 | 10/15/2025 | CITY HALL BOILER ISSUE 10/14/25 | | 3,222.89 |
| Check | 11/06/2025 | 15442 Accounts Payable | TEMPERATURE TECHNOLOGY INC. | | 1,060.68 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | I4298 | 10/14/2025 | SILLIMAN DANCE ROOM HVAC 10/9/25 | | 1,060.68 |
| Check | 11/06/2025 | 15443 Accounts Payable | THE ED JONES COMPANY | | 166.41 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 59479 | 07/31/2025 | 514 BADGE- VEHICLE ABATEMENT OFFICER | | 166.41 |
| Check | 11/06/2025 | 15444 Accounts Payable | TIREHUB, LLC | | 640.87 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 51808091 | 08/06/2025 | TIRES - GY EAGLE ENFORCER AW | | 400.29 |
| | 52184414 | 08/20/2025 | TIRES - FS ALL SEASON BW | | 240.58 |
| Check | 11/06/2025 | 15445 Accounts Payable | ANGELA TSUI | | 120.97 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 071725-082425EXP | 10/31/2025 | MILEAGE TO CONF & LUNCH MTG W/ EAST BAY EDA STAFF 7/17 & 8/24/25 | | 120.97 |
| Check | 11/06/2025 | 15446 Accounts Payable | USOAC | | 500.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 09012025 | 09/01/2025 | BUS TRANSPORTATION TO HEALTHY LIVING FESTIVAL 09/25/25 | | 500.00 |
| Check | 11/06/2025 | 15447 Accounts Payable | UNIVERSAL BUILDING SERVICES & SUPPLY CO | | 4,392.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 540248 | 10/13/2025 | JANITORIAL SERVICES - POLICE 10/08/25 | | 912.00 |
| | 540247 | 10/13/2025 | JANITORIAL SERVICES - SERVICE CENTER 10/08/25 | | 228.00 |
| | 540246 | 10/13/2025 | JANITORIAL SERVICES - SERVICE CENTER CARPETS 10/06/25 | | 228.00 |
| | 540245 | 10/13/2025 | JANITORIAL SERVICES - SILLIMAN CARPETS 10/06-10/07/25 | | 3,024.00 |
| Check | 11/06/2025 | 15448 Accounts Payable | BOSCO OIL INC DBA VALLEY OIL | | 9,410.11 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 237304 | 10/30/2025 | DIESEL FUEL & GASOLINE 10/30/25 | | 9,410.11 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Check | 11/06/2025 | 15449 | Accounts Payable | VERIZON WIRELESS | | 12,268.04 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 6126297559 | | 10/18/2025 | WIRELESS SERVICE 09/19-10/18/25 | | 12,268.04 |
| Check | 11/06/2025 | 15450 | Accounts Payable | VORTEX INDUSTRIES, LLC | | 1,718.06 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 43-2082347 | | 10/08/2025 | CITY HALL PEDESTRIAN DOOR REPAIR 10/08/25 | | 1,718.06 |
| Check | 11/06/2025 | 15451 | Accounts Payable | WEST COAST ARBORISTS INC | | 14,837.92 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 235646 | | 10/15/2025 | PARK TREE MAINTENANCE 10/01/25-10/15/25 | | 2,662.40 |
| | 235647 | | 10/15/2025 | STREET TREE MAINTENANCE 10/01-10/15/25 | | 12,175.52 |
| Check | 11/06/2025 | 15452 | Accounts Payable | DAILY JOURNAL CORPORATION | | 85.00 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | B3979610 | | 10/31/2025 | PH NOTICE - MOWRY VILLAGE PROJECT 10/28/25 | | 85.00 |
| Check | 11/06/2025 | 15453 | Accounts Payable | ALPINE CONSTRUCTION | | 1,000.00 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 2022-0361 | | 10/14/2025 | ENCP2022-0005 RFND | | 1,000.00 |
| Check | 11/06/2025 | 15454 | Accounts Payable | HUGHES , PATTI GAYLE | | 30,000.00 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 25-03550-002 | | 11/03/2025 | SCAM VICTIM-CASH REFUND | | 30,000.00 |
| Check | 11/06/2025 | 15455 | Accounts Payable | KEELEY CONSTRUCTION GROUP INC DBA L KEELEY PAVING | | 1,584.00 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 2024-0251 | | 01/04/2025 | ENCP2023-0180 RFND | | 1,584.00 |
| Check | 11/06/2025 | 15456 | Accounts Payable | LARRIETA SANITATION CONSTRUCTION | | 1,000.00 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 2023-5178 | | 10/14/2025 | ENCP2023-0103 RFND | | 1,000.00 |
| Check | 11/06/2025 | 15457 | Accounts Payable | LIN TIMOTHY | | 1,000.00 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 2023-0438 | | 10/14/2025 | ENCP2023-0029 RFND | | 1,000.00 |
| Check | 11/06/2025 | 15458 | Accounts Payable | VANAMAN , GINA | | 500.00 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 751526 | | 06/30/2025 | COMMUNITY CENTER RENTAL DEPOSIT REFUND | | 500.00 |
| EFT | 11/06/2025 | 1770 | Accounts Payable | ART BUILDS COMMUNITY LLC | 322271627 / 521573215 | 9,150.00 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | newark10302025 | | 10/29/2025 | PUBLIC ART PROJECT MANAGEMENT 10/30/25 | | 9,150.00 |
| EFT | 11/06/2025 | 1771 | Accounts Payable | CLIENTFIRST TECHNOLOGY CONSULTING | 122037760 / 001064667052 | 697.50 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 18832 | | 09/30/2025 | SECURITY CAMERAS BLDG ACCESS MGMT 09/01-09/30/25 | | 697.50 |
| EFT | 11/06/2025 | 1772 | Accounts Payable | QUADIENT FINANCE USA, INC. | 011900254 / 385015844484 | 1,500.00 |
| | Invoice | | Date | Description | Check Sort Code | Amount |

| | | | |
|---|---|---|---|
| 4857 - OCT 25 | 10/16/2025 | POSTAGE - OCT '25 | 1,500.00 |

AP ZBA ACCOUNTS PAYABLE Totals: Transactions: 77 $432,212.49

| | | |
|---|---|---|
| Checks: | 74 | $420,864.99 |
| EFTs: | 3 | $11,347.50 |

LIVE Newark CA LIVE

# Payment Batch Register

**Bank Account: AP - ZBA ACCOUNTS PAYABLE**

**Batch Date: 11/13/2025**

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount |
|---|---|---|---|---|---|---|
| **Bank Account:** AP - ZBA ACCOUNTS PAYABLE | | | | | | |
| Check | 11/13/2025 | 15459 | Accounts Payable | ADAMSON POLICE PRODUCTS | | 79.69 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | INV442289 | 10/22/2025 | DUTY BELT- M. HECKMAN | | | 79.69 |
| Check | 11/13/2025 | 15460 | Accounts Payable | AFLAC | | 1,055.92 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 673831 | 11/05/2025 | AFLAC - OCTOBER 2025 PREMIUMS | | | 1,055.92 |
| Check | 11/13/2025 | 15461 | Accounts Payable | AIS TRUST ACCOUNT NEWPORT | | 19,134.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 3274716 | 10/10/2025 | SPECIAL EVENT LIABILITY - 1/1/25-1/1/26 | | | 19,134.00 |
| Check | 11/13/2025 | 15462 | Accounts Payable | ALLIED AUTO STORES INC | | 2,630.84 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | OCT'25 | 10/31/2025 | ALLIED-FLEET SUPPLIES 10/02-10/31/25 | | | 2,630.84 |
| Check | 11/13/2025 | 15463 | Accounts Payable | AMERICAN RED CROSS | | 259.70 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 23010947 | 10/22/2025 | SHALLOW WATER LIFEGUARDING CERTIFICATION 10/18/25 | | | 259.70 |
| Check | 11/13/2025 | 15464 | Accounts Payable | BAILEY FENCE COMPANY INC | | 691.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 87770 | 10/20/2025 | CL FENCE REPAIR-MOWRY 10/20/25 | | | 691.00 |
| Check | 11/13/2025 | 15465 | Accounts Payable | BAY ISLAND OFFICIALS ASSOCIATION | | 2,585.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | OCTOBER312025 | 10/31/2025 | OFFICIATING FOR BASKETBALL AND VOLLEYBALL GAMES FOR OCTOBER '25 | | | 2,585.00 |
| Check | 11/13/2025 | 15466 | Accounts Payable | BPR CONSULTING GROUP, INC | | 898.61 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 3493 | 10/21/2025 | BI FIELD INSPECTION AND RELATED PROFESSIONAL SVCS 09/01-09/30/25 | | | 6,477.72 |
| | CM102125 | 10/21/2025 | CREDIT FOR OVERPAYMENT ON INVOICE #3305 | | | (5,579.11) |
| Check | 11/13/2025 | 15467 | Accounts Payable | CITY OF FREMONT | | 7,611.73 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 340523 | 10/24/2025 | SACGISA PROGRAM MAINTENANCE 10/24/25 | | | 7,611.73 |

| | | | | | |
|---|---|---|---|---|---|
| Check | 11/13/2025 | 15468 | Accounts Payable | COMCAST | 1,113.92 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 8821-112825 | 10/24/2025 | TELEVISION & PUBLIC WIFI ACCESS 10/29-11/28/25 | | 1,113.92 |

| | | | | | |
|---|---|---|---|---|---|
| Check | 11/13/2025 | 15469 | Accounts Payable | ALAMEDA COUNTY LAFCO | 3,610.00 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| FY25/26 | 11/01/2025 | LAFCO COST | | 3,610.00 |

| | | | | | |
|---|---|---|---|---|---|
| Check | 11/13/2025 | 15470 | Accounts Payable | COVINO SMITH & SIMON, INC. | 1,700.00 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 09-2025 | 09/25/2025 | PROFESSIONAL FEDERAL AFFAIRS ASSISTANCE SEPTEMBER 2025 | | 1,700.00 |

| | | | | | |
|---|---|---|---|---|---|
| Check | 11/13/2025 | 15471 | Accounts Payable | DELTA DENTAL OF CALIFORNIA | 18,112.46 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| BE006779268 | 11/05/2025 | DELTA PPO/BUY-UP - NOVEMBER 2025 PREMIUMS | | 18,112.46 |

| | | | | | |
|---|---|---|---|---|---|
| Check | 11/13/2025 | 15472 | Accounts Payable | DELTA DENTAL INSURANCE COMPANY | 202.15 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| BE006777555 | 11/05/2025 | DELTA CARE - NOVEMBER 2025 PREMIUMS | | 183.33 |
| BE006778662 | 11/05/2025 | DELTA CARE - COBRA NOVEMBER 2025 | | 18.82 |

| | | | | | |
|---|---|---|---|---|---|
| Check | 11/13/2025 | 15473 | Accounts Payable | DEPARTMENT OF TRANSPORTATION | 1,294.05 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| SL260169 | 10/20/2025 | SHARED COSTS FOR TRAFFIC SIGNALS (JUL 2025-SEP 2025) | | 1,294.05 |

| | | | | | |
|---|---|---|---|---|---|
| Check | 11/13/2025 | 15474 | Accounts Payable | FIDELITY SECURITY LIFE INSURANCE/EYEMED | 2,403.48 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 167066062 | 11/05/2025 | EYEMED - NOVEMBER 2025 PREMIUMS | | 2,373.37 |
| 167039265 | 11/05/2025 | EYEMED - COBRA NOVEMBER 2025 | | 30.11 |

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|---|---|---|---|---|---|
| Check | 11/13/2025 | 15475 | Accounts Payable | FREMONT CDJR | 888.32 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 5665 | 10/28/2025 | WHEEL-STEE | | 481.98 |
| 5664 | 10/27/2025 | FAN & MOTOR | | 406.34 |

| | | | | | |
|---|---|---|---|---|---|
| Check | 11/13/2025 | 15476 | Accounts Payable | FREMONT FORD | 937.29 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 456476 | 10/23/2025 | FORD SERVICE 2021 FORD INTERCEPTOR 10/21/25 | | 937.29 |

| | | | | | |
|---|---|---|---|---|---|
| Check | 11/13/2025 | 15477 | Accounts Payable | FRONTIER BUILDING PRODUCTS PACIFIC, INC | 404.00 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 10-23-1195437 | 10/23/2025 | FIRE STATION 29 SIDE DOOR REPAIR 10/23/25 | | 404.00 |

| | | | | | |
|---|---|---|---|---|---|
| Check | 11/13/2025 | 15478 | Accounts Payable | MARK GOTHARD | 500.00 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 100225101625 | 11/05/2025 | SENIOR CHAIR FITNESS 10/02-10/16/25 | | 500.00 |

| | | | | | |
|---|---|---|---|---|---|
| Check | 11/13/2025 | 15479 | Accounts Payable | MARK GOTHARD | 500.00 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 090425091825 | 11/06/2025 | SENIOR CHAIR FITNESS 09/04-09/18/25 | | 500.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Check | 11/13/2025 | 15480 | Accounts Payable | GRAINGER | | 45.45 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 9686337370 | | 10/23/2025 | FS29 ELBOW CONNECTOR | | 22.46 |
| | 9686337396 | | 10/23/2025 | FS29 ELBOW CONNECTOR | | 22.99 |
| Check | 11/13/2025 | 15481 | Accounts Payable | GRANICUS LLC | | 11,847.20 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 218306 | | 11/13/2025 | ANNUAL MAINTENANCE AND HOSTING 10/1/25-9/30/26 | | 11,847.20 |
| Check | 11/13/2025 | 15482 | Accounts Payable | MICHELLE GRIESE | | 5,000.00 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | EDUREIM FY25-26 | | 11/06/2025 | EDUCATIONAL REIMBURSEMENT- SUMMER 2025 | | 5,000.00 |
| Check | 11/13/2025 | 15483 | Accounts Payable | MIRANDA HECKMAN | | 219.12 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 101325EXP | | 10/22/2025 | POLICE ACADEMY UNIFORM | | 219.12 |
| Check | 11/13/2025 | 15484 | Accounts Payable | JEFF'S MOBILE GLASS INC. | | 393.65 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | IJMG-1021-86284 | | 10/21/2025 | GLASS REPAIR #2 2015 FORD TAURUS 10/21/25 | | 393.65 |
| Check | 11/13/2025 | 15485 | Accounts Payable | WENANTA KALUKIEWICZ | | 416.40 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 090425-10232025 | | 10/30/2025 | BARRE CLASSES FOR 09/04-10/23/25 | | 416.40 |
| Check | 11/13/2025 | 15486 | Accounts Payable | NAPA AUTO PARTS | | 1,072.29 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | OCT'25 | | 10/31/2025 | NAPA FLEET SUPPLIES OCTOBER 2025 | | 1,072.29 |
| Check | 11/13/2025 | 15487 | Accounts Payable | L.N. CURTIS & SONS | | 1,250.68 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | INV1002263 | | 10/22/2025 | LONG SLEEVE SHIRT | | 148.78 |
| | INV1003022 | | 10/23/2025 | ACADEMY DUTY GEAR | | 1,101.90 |
| Check | 11/13/2025 | 15488 | Accounts Payable | LEE DISPLAY WEST INC | | 14,400.99 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 26388204330 | | 10/22/2025 | 2025 INDOOR/OUTDOOR TREE LIGHTING DEPOSIT | | 14,400.99 |
| Check | 11/13/2025 | 15489 | Accounts Payable | LEHR | | 372.63 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | SI124497 | | 10/08/2025 | SOUNDOFF MPOWER FASCIA 8 LED | | 372.63 |
| Check | 11/13/2025 | 15490 | Accounts Payable | LPC SERVICES, INC. | | 267.00 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 83222 | | 10/21/2025 | PEST SERVICES - CITY HALL #102699 10/21/25 | | 267.00 |
| Check | 11/13/2025 | 15491 | Accounts Payable | LYNN PEAVEY COMPANY | | 289.65 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 421929 | | 10/23/2025 | RED SB STRAP | | 289.65 |
| Check | 11/13/2025 | 15492 | Accounts Payable | MEDCOM | | 4,850.00 |
| | Invoice | | Date | Description | Check Sort Code | Amount |

| | | | | | | |
|---|---|---|---|---|---|---|
| | 11389A | 09/29/2025 | 2025 ANNUAL ACA EMPLOYER REPORTING | | | 4,850.00 |
| Check | 11/13/2025 | 15493 Accounts Payable | MIRANDA'S LANDSCAPE | | | 3,056.87 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 1484 | 02/07/2025 | PAC-BELL INFIELD FINES 01/16/25 | | | 3,056.87 |
| Check | 11/13/2025 | 15494 Accounts Payable | VERONICA MORA | | | 10.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 102425EXP | 11/05/2025 | FUEL PURCHASE 10/24/25 | | | 10.00 |
| Check | 11/13/2025 | 15495 Accounts Payable | NETWORK CONTRACTING LLC | | | 440.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 4961 | 09/27/2025 | NETWORK CONSULTING SERVICES 09/22/25 | | | 440.00 |
| Check | 11/13/2025 | 15496 Accounts Payable | MUNICIPAL MAINTENANCE EQUIPMENT INC | | | 61.83 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 042732 | 10/24/2025 | HEAD SPRING 1/4 | | | 61.83 |
| Check | 11/13/2025 | 15497 Accounts Payable | OWEN EQUIPMENT CO | | | 1,219.81 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 00069156 | 10/21/2025 | MANDREL | | | 1,219.81 |
| Check | 11/13/2025 | 15498 Accounts Payable | PHOENIX GROUP INFORMATION SYSTEMS | | | 656.30 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 092025101 | 10/20/2025 | PARKING CITATION PROGRAM SEPTEMBER 2025 | | | 656.30 |
| Check | 11/13/2025 | 15499 Accounts Payable | QUADIENT, INC. | | | 770.17 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 17851822 | 10/23/2025 | POSTAGE MACHINE SUPPLIES - KITS, ROLLER CARE, METER TAPES, SEAL | | | 770.17 |
| Check | 11/13/2025 | 15500 Accounts Payable | REDWOOD TOXICOLOGY LABORATORY, INC | | | 235.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 8006303 | 10/22/2025 | LAB TESTS 10/15/25 | | | 235.00 |
| Check | 11/13/2025 | 15501 Accounts Payable | RINGCENTRAL INC. | | | 5,236.59 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | CD_001250721 | 10/22/2025 | UNIFIED TELEPHONE SYSTEM - 10/20-11/19/25 | | | 5,236.59 |
| Check | 11/13/2025 | 15502 Accounts Payable | SIERRA SHELLEY | | | 865.48 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 0721-081525EXP | 11/03/2025 | MILEAGE REIMBURSEMENT BASIC DISPATCH ACADEMY 07/21-08/15/25 | | | 865.48 |
| Check | 11/13/2025 | 15503 Accounts Payable | SHUTE, MIHALY & WEINBERGER LLP | | | 5,315.23 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 293838 | 10/23/2025 | LEGAL SERVICES - CENTRAL AVENUE OVERPASS 10/25 | | | 49.70 |
| | 293837 | 10/23/2025 | LEGAL SERVICES - SANCTUARY WEST - SVCS THRU 09/30/25 | | | 5,265.53 |
| Check | 11/13/2025 | 15504 Accounts Payable | SIERRA DISPLAY INC | | | 10,277.15 |
| | Invoice | Date | Description | | Check Sort Code | Amount |

| | | | | | | |
|---|---|---|---|---|---|---|
| | 28413 | 08/13/2025 | 70TH ANNIVERSARY BANNERS | | | 10,277.15 |
| Check | 11/13/2025 | 15505 Accounts Payable | STANDARD INSURANCE COMPANY | | | 3,503.98 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | BILLING-SEP 25 | 11/04/2025 | EMPLOYEE LIFE INSURANCE AND AD&D COVERAGE PREMIUMS-9/1-9/30/25 | | | 948.00 |
| | BILLING-OCT 25 | 11/04/2025 | EMPLOYEE LIFE INSURANCE AND AD&D COVERAGE PREMIUMS-10/1-10/31/25 | | | 942.00 |
| | NOVEMBER 2025 | 11/05/2025 | STANDARD - NOVEMBER 2025 PREMIUMS | | | 1,613.98 |
| Check | 11/13/2025 | 15506 Accounts Payable | TEMPERATURE TECHNOLOGY INC. | | | 704.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | I4325 | 10/20/2025 | COMMUNITY CENTER COOLING ISSUE 10/20/25 | | | 704.00 |
| Check | 11/13/2025 | 15507 Accounts Payable | UNION PACIFIC RAILROAD COMPANY | | | 2,920.36 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 90150774 | 10/15/2025 | QUIET ZONE PRJ 1276- NEWARK-NILES/COAST SUBS 09/25 | | | 2,920.36 |
| Check | 11/13/2025 | 15508 Accounts Payable | UNITED STATES POSTMASTER | | | 4,700.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | IN49574 | 11/05/2025 | POSTAGE PAYMENT FOR WINTER/SPRING REC ACTIVITIES POSTCARD FY26 | | | 4,700.00 |
| Check | 11/13/2025 | 15509 Accounts Payable | UNIVERSAL BUILDING SERVICES & SUPPLY CO | | | 1,704.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 540276 | 10/20/2025 | JANITORIAL SERVICES - POLICE FLOORS 10/14/25 | | | 378.00 |
| | 540275 | 10/20/2025 | JANITORIAL SERVICES - CITY HALL FLOORS 10/01/25 | | | 756.00 |
| | 540274 | 10/20/2025 | JANITORIAL SERVICES - LIBRARY FLOORS 10/01/25 | | | 570.00 |
| Check | 11/13/2025 | 15510 Accounts Payable | VORTEX INDUSTRIES, LLC | | | 935.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 43-2081328 | 10/03/2025 | CITY HALL PEDESTRIAN DOOR REPAIR 10/03/25 | | | 935.00 |
| Check | 11/13/2025 | 15511 Accounts Payable | DAILY JOURNAL CORPORATION | | | 301.25 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | B3973969 | 10/07/2025 | ORDINANCE NO. 554 PUBLICATION 10/07/25 | | | 250.00 |
| | B3973973 | 10/07/2025 | SUMMARY OF AN ORDINANCE 2025 BUILDING STANDARDS 10/07/25 | | | 51.25 |
| Check | 11/13/2025 | 15512 Accounts Payable | ORION SECURITY | | | 8,880.60 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 133418 | 09/27/2025 | UNARMED, UNIFORMED SECURITY GUARD 09/22/25-09/25/25 | | | 1,155.20 |
| | 133656 | 10/04/2025 | UNARMED, UNIFORMED SECURITY GUARD 09/29/25-10/03/25 | | | 1,425.95 |
| | 133714 | 10/11/2025 | UNARMED, UNIFORMED SECURITY GUARD 10/06/25-10/09/25 | | | 1,101.05 |
| | 133755 | 10/18/2025 | UNARMED, UNIFORMED SECURITY GUARD 10/13/25-10/17/25 | | | 1,444.00 |
| | 133804 | 10/25/2025 | UNARMED, UNIFORMED SECURITY GUARD 10/20/25-10/23/25 | | | 1,155.20 |
| | 134054 | 11/01/2025 | UNARMED, UNIFORMED SECURITY GUARD 10/27/25-10/31/25 | | | 1,444.00 |
| | 134123 | 11/08/2025 | UNARMED, UNIFORMED SECURITY GUARD 11/03/25-11/06/25 | | | 1,155.20 |
| Check | 11/13/2025 | 15513 Accounts Payable | AN , CHI | | | 500.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 765951 | 11/10/2025 | COMMUNITY CENTER RENTAL DEPOSIT REFUND | | | 500.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Check | 11/13/2025 | 15514 | Accounts Payable | THOUSANDSHORES, INC | | 23,201.81 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 102225BL | 11/06/2025 | BUSINESS LICENSE #110039 REFUND 10/22/25 | | 23,201.81 |

| | | | | | | |
|---|---|---|---|---|---|---|
| EFT | 11/13/2025 | 1773 | Accounts Payable | REDWOOD PUBLIC LAW, LLP | 122105980 / 8595354209 | 2,750.00 |

| Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|
| 17227 | 09/30/2025 | LEGAL SVCS/SANCTUARY WEST/ACQ. OF PROPERTY - SVCS THRU 09/30/25 | | 2,750.00 |

| | | | |
|---|---|---|---|
| AP ZBA ACCOUNTS PAYABLE Totals: | | Transactions: 57 | $185,282.65 |

| | | |
|---|---|---|
| Checks: | 56 | $182,532.65 |
| EFTs: | 1 | $2,750.00 |

LIVE Newark CA LIVE

# Payment Batch Register

**Bank Account: AP - ZBA ACCOUNTS PAYABLE**

**Batch Date: 11/20/2025**

| Type | Date | Number | Source | Payee Name | EFT Bank/Account | Transaction Amount |
|---|---|---|---|---|---|---|
| **Bank Account:** AP - ZBA ACCOUNTS PAYABLE | | | | | | |
| Check | 11/20/2025 | 15515 | Accounts Payable | 4LEAF INC | | 27,697.96 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | J1118A64 | | 11/14/2025 | BI FIELD INSPECTION AND RELATED PROFESSIONAL SERVICES 10/25 | | 27,697.96 |
| Check | 11/20/2025 | 15516 | Accounts Payable | ALL CITY MANAGEMENT SERVICES, INC. | | 8,226.14 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 104409 | | 10/29/2025 | SCHOOL CROSSING GUARD SVCS 10/12-10/25/25 | | 8,226.14 |
| Check | 11/20/2025 | 15517 | Accounts Payable | AQUATIC DESIGN GROUP, INC. | | 15,112.50 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 34661 | | 10/30/2025 | SILLIMAN AC ASSESSMENT & IMPROVEMENT 10/01-10/31/25 | | 15,112.50 |
| Check | 11/20/2025 | 15518 | Accounts Payable | AT&T | | 101.79 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 2300-11012025 | | 11/01/2025 | CAPTION LISTING - 11/01-11/30/2025 | | 101.79 |
| Check | 11/20/2025 | 15519 | Accounts Payable | BAY AREA TEMPORARY SANITATION, INC. | | 409.78 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 119015 | | 11/11/2025 | FISHING IN THE CITY PORTABLE RESTROOMS & WASHING STATIONS 11/25 | | 409.78 |
| Check | 11/20/2025 | 15520 | Accounts Payable | BAY CENTRAL PRINTING | | 1,742.45 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 204047 | | 10/27/2025 | BUSINESS CARDS - BUILDING INSPECTION DIVISION | | 123.54 |
| | 203813 | | 10/07/2025 | CON JOIN CERT POSTCARDS | | 166.13 |
| | 203070 | | 09/23/2025 | PROMO ITEMS | | 1,452.78 |
| Check | 11/20/2025 | 15521 | Accounts Payable | JEREMY BECK | | 953.56 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | 1014-101725EXP | | 11/13/2025 | SUN RIDGE USER CONFERENCE 2025 | | 953.56 |
| Check | 11/20/2025 | 15522 | Accounts Payable | STATE DISBURSEMENT UNIT | | 2.76 |
| | Invoice | | Date | Description | Check Sort Code | Amount |
| | PPE 11.8.25 | | 11/13/2025 | GARNISH - CASE 200000002128365 - 10/26/25-11/8/25 | | 1.38 |
| | PPE 10.25.25 | | 11/13/2025 | GARNISH - CASE 200000002128365 - 10/12/25-10/25/25 | | 1.38 |
| Check | 11/20/2025 | 15523 | Accounts Payable | BEACON VETERINARY SPECIALISTS | | 562.20 |
| | Invoice | | Date | Description | Check Sort Code | Amount |

| | | | | | | |
|---|---|---|---|---|---|---|
| | 217452 | 09/15/2025 | VET SVCS 09/10/25 | | | 281.10 |
| | 218671 | 09/18/2025 | VET SVCS 09/15/25 | | | 281.10 |
| Check | 11/20/2025 | 15524 Accounts Payable | UNITED PACIFIC | | | 125.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 100125-103125 | 10/31/2025 | CAR WASH 10/01-10/31/25 | | | 125.00 |
| Check | 11/20/2025 | 15525 Accounts Payable | CHRISP COMPANY | | | 41,272.74 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 36744 | 10/31/2025 | 2025 PAVEMENT MARKINGS IMPROVEMENTS 10/01-10/31/25 | | | 41,272.74 |
| Check | 11/20/2025 | 15526 Accounts Payable | CITY OF SAN LEANDRO | | | 7,000.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 402203 | 10/06/2025 | AC LEADERSHIP ACADEMY FY26 - 4 PARTICIPANTS | | | 7,000.00 |
| Check | 11/20/2025 | 15527 Accounts Payable | CORELOGIC SOLUTIONS, LLC | | | 231.75 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 30815241 | 10/31/2025 | INVESTIGATIVE REAL ESTATE INFO RESEARCH - SVCS THRU 10/31/25 | | | 231.75 |
| Check | 11/20/2025 | 15528 Accounts Payable | COUNTY OF ALAMEDA | | | 1,757.50 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | OCTOBER 25 | 11/04/2025 | CITATION PROCESSING FEES - OCTOBER '25 | | | 1,757.50 |
| Check | 11/20/2025 | 15529 Accounts Payable | COVINO SMITH & SIMON, INC. | | | 1,700.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | #10-2025 | 10/25/2025 | PROFESSIONAL FEDERAL AFFAIRS ASSISTANCE OCTOBER 2025 | | | 1,700.00 |
| Check | 11/20/2025 | 15530 Accounts Payable | CSG CONSULTANTS, INC. | | | 8,712.41 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | B251500 | 11/03/2025 | BI FIELD INSPECTION AND RELATED PROFESSIONAL SVCS 10/01-10/30/25 | | | 8,712.41 |
| Check | 11/20/2025 | 15531 Accounts Payable | CSW I ST2 | | | 8,232.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 2510114 | 10/31/2025 | DESIGN SERVICES FOR OLD TOWN STREETSCAPE IMPROVEMENTS 09/25 | | | 8,232.00 |
| Check | 11/20/2025 | 15532 Accounts Payable | DAILY JOURNAL CORPORATION | | | 52.50 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | B3982058 | 11/04/2025 | SUMMARY OF ORDINANCE NO. 555 11/04/25 | | | 52.50 |
| Check | 11/20/2025 | 15533 Accounts Payable | COASTLAND CIVIL ENGINEERING | | | 2,871.25 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 62369 | 07/31/2025 | 2025 SLURRY SEAL PROJECT THROUGH 07/31/25 | | | 2,871.25 |
| Check | 11/20/2025 | 15534 Accounts Payable | DEPARTMENT OF JUSTICE | | | 292.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 002049 | 11/04/2025 | FINGERPRINTING FEES - 10/25 | | | 292.00 |
| Check | 11/20/2025 | 15535 Accounts Payable | ENVIRONMENTAL LOGISTICS | | | 270.00 |
| | Invoice | Date | Description | | Check Sort Code | Amount |
| | 130857 | 11/11/2025 | HAZARDOUS WASTE REMOVAL 11/06/25 | | | 270.00 |
| Check | 11/20/2025 | 15536 Accounts Payable | FAMA TECHNOLOGIES, INC | | | 55.00 |

| | Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|---|
| | 8735 | 10/31/2025 | SOCIAL MEDIA SCREENS 10/31/25 | | 55.00 |
| Check | 11/20/2025 | 15537 Accounts Payable | PETER FONG | | 2,546.49 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 1018-102225EXP | 11/17/2025 | MISAC EXPENSE REIMBURSEMENT 10/18-10/22/25 | | 1,239.68 |
| | 1012-101725EXP | 11/17/2025 | RIMSCON EXPENSE REIMBURSEMENT 10/12-10/17/25 | | 1,306.81 |
| Check | 11/20/2025 | 15538 Accounts Payable | FREMONT FORD | | 219.84 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 241067 | 10/27/2025 | BUCKLE ASY | | 128.46 |
| | 241581 | 11/06/2025 | SHIELD ASY | | 91.38 |
| Check | 11/20/2025 | 15539 Accounts Payable | FREMONT UNIFIED SCHOOL DISTRICT | | 990.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | AT-00586 | 11/12/2025 | 11/4/25 CHILD CARE BUS TRIP TO/FROM CURIODYSSEY | | 990.00 |
| Check | 11/20/2025 | 15540 Accounts Payable | GRAINGER | | 504.54 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 9690424321 | 10/28/2025 | DUAL RUN CAPACITOR | | 26.66 |
| | 9635508436 | 09/09/2025 | CAPNUTS AND WASHERS | | 57.81 |
| | 9636260664 | 09/10/2025 | CARRIER WRENCH | | 18.63 |
| | 9663966589 | 10/03/2025 | OFFSET ADAPTER | | 200.72 |
| | 9670653592 | 10/09/2025 | OFFSET ADAPTER | | 200.72 |
| Check | 11/20/2025 | 15541 Accounts Payable | HDL COREN & CONE | | 4,850.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | SIN055892 | 10/29/2025 | PROPERTY TAX CONSULTING - OCT - DEC 2025 | | 4,850.00 |
| Check | 11/20/2025 | 15542 Accounts Payable | ICMA MEMBERSHIP RENEWALS | | 2,400.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | RENEWAL26A | 11/01/2025 | MEMBERSHIP DUES FOR DAVID BENOUN 1/1-12/31/26 | | 1,200.00 |
| | RENEWAL26B | 11/01/2025 | MEMBERSHIP DUES FOR LENKA HOVORKA 1/1-12/31/26 | | 1,200.00 |
| Check | 11/20/2025 | 15543 Accounts Payable | SPECTRUM CANINE | | 1,300.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 0006502 | 11/04/2025 | CANINE MAINTENANCE OCTOBER 2025 | | 1,300.00 |
| Check | 11/20/2025 | 15544 Accounts Payable | JOCELYN E. ROLAND | | 500.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 24341 | 09/19/2025 | PRE-EMPLOYMENT PSYCHOLOGICAL SCREENING -09/19/25 | | 500.00 |
| Check | 11/20/2025 | 15545 Accounts Payable | KBA DOCUMENT SOLUTIONS, LLC | | 3,112.93 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 55Y1565267 | 10/28/2025 | COPIER LEASE YEAR 4 OF 5 - OVERAGES 09/21-10/20/25 | | 3,112.93 |
| Check | 11/20/2025 | 15546 Accounts Payable | CHRISTIAN LARA | | 2,429.62 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 053023-102723EXP | 09/29/2025 | EXPENSE REIMBURSEMENT BASIC POLICE ACADEMY 05/30/23-10/27/23 | | 2,429.62 |
| Check | 11/20/2025 | 15547 Accounts Payable | LEXISNEXIS RISK DATA MANAGEMENT INC. | | 1,081.25 |

| | Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|---|
| | 1100214726 | 10/31/2025 | ACCURINT SEARCH TOOL OCTOBER 2025 | | 1,081.25 |
| Check | 11/20/2025 | 15548 Accounts Payable | LEXISNEXIS RISK SOLUTIONS FL INC | | 50.63 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 1300199406 | 10/31/2025 | INVESTIGATIVE INFO RESEARCH - 10/31/25 | | 50.63 |
| Check | 11/20/2025 | 15549 Accounts Payable | LYNX TECHNOLOGIES INC | | 1,200.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 10516 | 11/06/2025 | GIS PROFESSIONAL SERVICES OCT 2025 | | 1,200.00 |
| Check | 11/20/2025 | 15550 Accounts Payable | MIKE YORKS INVESTIGATIONS | | 7,375.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 2025-44 | 11/12/2025 | BACKGROUND INVESTIGATIONS 10/16-11/12/25 | | 3,825.00 |
| | 2025-39 | 11/04/2025 | BACKGROUND INVESTIGATIONS 09/04-11/29/25 | | 3,550.00 |
| Check | 11/20/2025 | 15551 Accounts Payable | MFCP INC | | 400.07 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 9638060 | 10/29/2025 | HOSES FOR TORO #408 | | 400.07 |
| Check | 11/20/2025 | 15552 Accounts Payable | NEWARK VALERO #7117 | | 6,796.53 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 090725-101525 | 10/16/2025 | VALERO FUEL 09/07/25-10/15/25 | | 6,796.53 |
| Check | 11/20/2025 | 15553 Accounts Payable | OWEN EQUIPMENT CO | | 6,430.06 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 00069226 | 10/28/2025 | CHAIN, AY-ELEVATOR, SPROCKET, IDLER, & SPROCKET | | 6,430.06 |
| Check | 11/20/2025 | 15554 Accounts Payable | PACIFIC GAS & ELECTRIC | | 81,252.73 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 7578-110625 | 11/06/2025 | CITYWIDE ELECTRICITY 11/06/25 | | 81,252.73 |
| Check | 11/20/2025 | 15555 Accounts Payable | ANTHONY PIQUETTE | | 920.37 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 100125-100325EXP | 10/22/2025 | FOLSOM CITY PD - FTO UPDATE SCHOOL 10/01-10/03/25 | | 920.37 |
| Check | 11/20/2025 | 15556 Accounts Payable | PNC EQUIPMENT FINANCE | | 109,076.40 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 2376059 | 10/24/2025 | PNC-PUMPER FINANCE CONTRACT 98987896-1 - 12/23/24 - 12/22/25 | | 109,076.40 |
| Check | 11/20/2025 | 15557 Accounts Payable | PREFERRED ALLIANCE INC | | 70.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 0207030-IN | 10/31/2025 | NON-RANDOM DRUG TESTING - 10/25 | | 70.00 |
| Check | 11/20/2025 | 15558 Accounts Payable | QUADIENT LEASING USA, INC. | | 2,700.53 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | Q2074939 | 10/27/2025 | POSTAL/FOLDING MACHINE LEASE 08/29/25-11/28/25 | | 2,700.53 |
| Check | 11/20/2025 | 15559 Accounts Payable | RAFTELIS | | 5,000.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 41400 | 09/08/2025 | 2026 CITY COUNCIL RETREAT-DEPOSIT 09/01-09/30/25 | | 5,000.00 |
| Check | 11/20/2025 | 15560 Accounts Payable | REDFLEX TRAFFIC SYSTEMS, INC. | | 17,400.00 |

| | Invoice | Date | Description | Check Sort Code | Amount |
|---|---|---|---|---|---|
| | INV0110785 | 10/31/2025 | REDLIGHT CAMERA MONITORING OCTOBER 2025 | | 17,400.00 |
| Check | 11/20/2025 | 15561 Accounts Payable | TOTAL INDUSTRIES | | 4,519.27 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | IM16002908 | 10/27/2025 | CART FILTER AND BRUSH | | 4,519.27 |
| Check | 11/20/2025 | 15562 Accounts Payable | ST. FRANCIS ELECTRIC, LLC. | | 14,625.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 24054522 | 10/31/2025 | TRAFFIC SIGNAL & STREET LIGHT MAINTENANCE - 10/31/25 | | 14,625.00 |
| Check | 11/20/2025 | 15563 Accounts Payable | CLASSIC GRAPHICS | | 8,739.29 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 51766 | 10/29/2025 | REAR LIGHTBAR AND PANEL SUPPORT ASSY 10/29/25 | | 1,211.60 |
| | 51769 | 10/30/2025 | VEH 1101 ACCIDENT REPAIRS 10/30/25 | | 7,527.69 |
| Check | 11/20/2025 | 15564 Accounts Payable | FREMONT ALARM | | 1,093.65 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 41450-FINAL | 11/17/2025 | ASH ALARM PANEL INSTALL IN BOTH BLDGS 11/17/25 | | 1,093.65 |
| Check | 11/20/2025 | 15565 Accounts Payable | UNION SANITARY DISTRICT | | 89,511.09 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 003233 | 10/02/2025 | SEWER SERVICE CHARGE - ANNUAL FY25-26 | | 89,511.09 |
| Check | 11/20/2025 | 15566 Accounts Payable | UNIVERSAL BUILDING SERVICES & SUPPLY CO | | 47,268.55 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 540330 | 10/27/2025 | JANITORIAL SERVICES - SILLIMAN 10/22/25 | | 3,024.00 |
| | 540382 | 10/30/2025 | JANITORIAL SERVICES - LIBRARY OCTOBER 2025 | | 6,165.89 |
| | 2025-1001 | 10/30/2025 | JANITORIAL SERVICES - CITYWIDE OCTOBER 2025 | | 38,078.66 |
| Check | 11/20/2025 | 15567 Accounts Payable | WASHINGTON HEALTH | | 75.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 1025-NPD-LB | 11/01/2025 | LAB TESTS OCTOBER 2025 | | 75.00 |
| Check | 11/20/2025 | 15568 Accounts Payable | WESTERN STAR NURSERIES LLC | | 1,367.87 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 198029 | 10/30/2025 | TREES FOR TREE PLANTING-POS | | 1,367.87 |
| Check | 11/20/2025 | 15569 Accounts Payable | GRAY-BOWEN-SCOTT | | 17,854.50 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 22896 | 10/16/2025 | GRANT MANAGEMENT SERVICES 09/25 | | 7,706.00 |
| | 22877 | 10/06/2025 | GRANT MANAGEMENT SERVICES 08/25 | | 4,178.75 |
| | 22876 | 10/06/2025 | GRANT MANAGEMENT SERVICES 07/25 | | 5,969.75 |
| Check | 11/20/2025 | 15570 Accounts Payable | CORONA , SONIA | | 500.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 766425 | 11/17/2025 | COMMUNITY CENTER RENTAL DEPOSIT REFUND | | 500.00 |
| EFT | 11/20/2025 | 1783 Accounts Payable | REDWOOD PUBLIC LAW, LLP | 122105980 / 8595354209 | 495.00 |
| | Invoice | Date | Description | Check Sort Code | Amount |
| | 17241 | 09/30/2025 | LEGAL SERVICES - VERIZON WIRELESS FACILITY - SVCS THRU 09/30/25 | | 495.00 |

| AP ZBA ACCOUNTS PAYABLE Totals: | | Transactions: 57 | $572,037.50 |
|---|---|---|---|
| Checks: | 56 | $571,542.50 | |
| EFTs: | 1 | $495.00 | |

# STAFF REPORT

Item D. 2.

| | |
|---|---|
| **DATE** | 12/11/2025 |
| **TO** | Honorable Mayor and City Council Members |
| **FROM** | Neetu Salwan, City Clerk |
| **SUBJECT** | Approval of November 13, 2025, City Council Minutes |

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**Attachments**

November 13, 2025 City Council Minutes

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

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


# DRAFT MINUTES

Thursday, November 13, 2025
7:00 P.M.

## A. ROLL CALL

Mayor Hannon called the meeting to order at 7:05 p.m. Vice Mayor Little, Council Members Catancio, Grindall, and Jorgens were present.

Mayor Hannon announced that he would adjourn the meeting in memory of Council Member Catancio's father-in-law, Steve Catabay, who recently passed away.

Council Member Catancio shared some memories of her father-in-law.

## B. PRESENTATIONS

**1.** Sikh American Awareness and Appreciation

Mayor Hannon presented the proclamation to Taran Singh and other members of the Sikh community.

Mayor Hannon announced a two-minute break.

**2.** Introduction of Employee(s)

Mayor Hannon introduced new employees Public Safety Dispatcher Sierra Shelley, Public Safety Dispatcher Connor Taylor, Police Officer Yonus Ansari, Police Officer Jackson Benjamin, Police Officer Matthew Jou, and Police Officer Francisco Felix.

## C. PUBLIC COMMENT

Resident Molly Connolly praised City employees Chief Building Official Matthew Farrell, Maintenance Superintendent Tonya Connolly, and Maintenance Supervisor Dan Cianciarulo for their excellent customer service, and thanked the City Council for having such outstanding staff.

Chamber CEO Stephen Cassidy thanked the Mayor and City for inviting him to the Alameda County Mayors' Conference. He is coordinating a Tri-Cities Economic Forum in February to foster collaboration and growth. Cassidy invited the City Council to the Chamber Holiday Mixer on December 4, 2025, at Aloft. He also announced a Newark hotel roundtable next week with the City to boost the hotel industry ahead of major Bay Area sporting events in 2026. The

Chamber's mission includes advocating for projects that benefit Newark, such as supporting the Prologis project, arts initiatives, and endorsing the Mowry Village Project to the Planning Commission.

A member of Boy Scout Troop 186, encouraged everyone to donate canned goods to be distributed to those in need. Canned goods may be dropped off at the First Presbyterian Church on Saturday, November 15, from 10:00 a.m. to 3:00 p.m.

## D. CONSENT CALENDAR

Council Member Grindall asked that Item No. 6 be pulled for further discussion and Vice Mayor Little asked that Item No. 5 be pulled for further discussion.

No one from the audience requested to speak.

Council Member Catancio moved, Vice Mayor Little seconded, to approve Consent Calendar items D.1, D.2, D.3, D.4, and D.7. The motion passed, 5 AYES.

**1.** Approval of Audited Demands

**2.** Approval of October 23, 2025, special meeting minutes

**3.** Approval of October 23, 2025, regular meeting minutes

**4.** Adopt a resolution approving and authorizing the acceptance of the 2025-2026 Selective Traffic Enforcement Program (STEP) federal grant through the State of California Office of Traffic Safety (OTS) and amending the e2024-2026 Biennial Budget

Adopted Resolution No.11784

**7.** Waive further reading and adopt an ordinance repealing Section 15.04.030 of Title 15 "Buildings and Construction" of the Newark Municipal Code in order to conform to the updates in the 2025 building standards code that are adopted

Adopted Ordinance No. 556

**NONCONSENT**

**5.** Adopt a resolution authorizing the City Manager to execute Amendment No. 1 to Contractual Services Agreement No. C23071 with CSW Struber Stroeh Engineering Group to increase the contract value by $117,279 for a new contract total of $1,014,497

Discussion held. Vice Mayor Little moved, Council Member Grindall seconded, to adopt resolution authorizing the City Manager to execute Amendment No. 1 to Contractual Services Agreement No. C23071 with CSW Struber Stroeh Engineering Group to increase the contract value by $117,279 for a new contract total of $1,014,497. The motion passed, 5 AYES.

Adopted Resolution No. 11785

**6.** Adopt a resolution authorizing an increase to the solid waste collection, recycling, and organics services maximum rates for Calendar Year 2026

Discussion held. Council Member Grindall moved, Council Member Jorgens seconded, to adopt a resolution authorizing an increase to the solid waste collection, recycling, and organics services maximum rates for Calendar Year 2026. The motion passed, 5 AYES.

Adopted Resolution No. 11786

## E. PUBLIC HEARINGS

None

## F. OTHER BUSINESS

**1.** Adopt a resolution amending the 2024-2026 Biennial Budget and Capital Improvement Plan to add capital improvement projects

Presentation made and discussion held. The presentation is on file with the City Clerk.

Mr. Cassidy requested the estimated construction costs for two fire stations and suggested hiring a single consultant to oversee multiple projects in order to reduce expenses.

Vice Mayor Little moved, Council Member Grindall seconded, to adopt a resolution Amending the 2024-2026 Biennial Budget and Capital Improvement Plan to add capital improvement projects. The motion passed, 5 AYES.

Adopted Resolution No. 11787

**2.** Adopt a resolution amending the 2024-2026 Biennial Budget and Capital Improvement Plan to reinstate Capital Project No. 1366 – Thornton Avenue Pavement Overlay Phase 1 (Interstate 880 to Olive Street)

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

Presentation made and discussion held. The presentation is on file with the City Clerk.

No one from the public requested to speak.

Council Member Grindall moved, Vice Mayor Little seconded, to adopt a resolution amending the 2024-2026 Biennial Budget and Capital Improvement Plan to reinstate Capital Project No. 1366 – Thornton Avenue Pavement Overlay Phase 1 (Interstate 880 to Olive Street). The motion passed, 4 AYES, 1 RECUSED.

Adopted Resolution No. 11788

Council Member Jorgens returned to the City Council Chambers.

**3.** Adopt a resolution amending the 2024-2026 Biennial Budget and Capital Improvement Plan to add the Newark Community Park All Abilities Play Area Project

Vice Mayor Little recused herself due to real property conflict of interest and exited the City Council Chambers.

Presentation made and discussion held. The presentation is on file with the City Clerk.

No one from the public requested to speak.

Council Member Jorgens moved, Council Member Catancio seconded to adopt a resolution amending the 2024-2026 Biennial Budget and Capital Improvement Plan to Add the Newark Community Park All Abilities Play Area Project. The motion passed, 4 AYES, 1 RECUSED.

Adopted Resolution No. 11789

Vice Mayor Little returned to the City Council Chambers.

**4.** Adopt a resolution amending the 2024-2026 Biennial Budget and Capital Improvement Plan to Update the Strategic Priorities Areas

Presentation made and discussion held. The presentation is on file with the City Clerk.

No one from the public requested to speak.

Council Member Grindall moved, Vice Mayor Little seconded, to adopt a resolution amending the 2024-2026 Biennial Budget and Capital Improvement Plan to update the Strategic Priorities Areas. The motion passed, 5 AYES.

Adopted Resolution No. 11790

## G. CITY MANAGER UPDATES

City Manager Benoun announced:

The City of Newark Recreation & Community Services Department's Winter/Spring Activity Guide will be available online beginning Wednesday, November 20, 2025, at newarkca.gov/activityreg; resident registration opens Monday, December 1, at 8:00 a.m., and non-resident begins Friday, December 5, at 8:00 a.m.

Newark's Annual Holiday Tree Lighting is Friday, December 5, 2025, 5:30 p.m. – 7:30 p.m., at the Newark Civic Center, 37101 Newark Boulevard. Activities will take place from 5:30 p.m. – 6:45 p.m., followed by the official Tree Lighting at 7:00 p.m. The annual event is free and open to the community.

Celebrate Small Business Saturday on November 29, 1:00 p.m. – 4:00 p.m., at the Civic Center Plaza and Newark Library Community Room, in partnership with the Newark Chamber of Commerce. Stop by for coupons and giveaways from Newark businesses and enjoy free refreshments and fun family activities.

## H. CITY COUNCIL MATTERS

Council Member Grindall announced coffee with Council Member Grindall is on November 22, 2025, at 9:30 a.m. at Starbucks on Jarvis & Newark.

Council Member Catancio reported attending the fishing event at Lakeshore Park, where children aged 5-15 learned to fish from city staff.

Council Member Jorgens encouraged participation in community service opportunities to enrich our community during the holiday season.

Vice Mayor Little urged everyone to donate canned food at Saturday's donation event, with all food staying in Newark for those in need.

Mayor Hannon thanked Sergeant Karl Fredstrom for coordinating and delivering over 300 turkeys to the Viola Blythe Community Services Center for Newark residents in need. He also praised City Manager Benoun and staff for organizing a successful Mayor's conference and noted the U.S. Marine Corps was established on November 10, 1775.

## I. CLOSED SESSION

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

No one from the public requested to speak.

Mayor Hannon recessed to Closed Session at 8:56 p.m.

At 9:07 p.m., the City Council convened in Closed Session.

At 9:52 p.m., the City Council reconvened in Open Session.

## J. ADJOURNMENT

Mayor Hannon adjourned the meeting at 9:52 p.m. in memory of Steve Catabay.

Neetu Salwan
City Clerk

# STAFF REPORT

Item D. 3.

| | |
|---|---|
| **DATE** | 12/11/2025 |
| **TO** | Honorable Mayor and City Council Members |
| **FROM** | Matthew Farrell, Chief Building Official |
| **SUBJECT** | Adopt a resolution authorizing the City Manager to execute a Contractural Service Agreement for the Comprehensive Transition Plan Update with Disabled Access Consultants, LLC for updating the Newark Transition Plan and amending 2024-2026 the Biennial Budget and Capital Improvement Plan |

## SUMMARY AND RECOMMENDATION

The Newark Transition Plan is a critical, living document that guides the identification and prioritization of accessibility improvements across City facilities, parks, public programs, services, and Capital Improvement Projects. It is a required component of the Americans with Disabilities Act (ADA), ensuring ongoing self-evaluation and barrier removal efforts. The Request For Proposal generated three proposals: Bureau Veritas Technical Assessment, SZS Engineering Access, INC., and Disabled Access Consultants, LLC. All three proposals were competitive and Disabled Access Consultants, LLC. provided the best rates and timeline to not add additional strain to city resources.

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a contractual services agreement, in a form approved by the City Attorney, with Disabled Access Consultants, LLC (DAC) in an amount not to exceed $350,000 for the comprehensive update of the Newark Transition Plan, and to amend the 2024–2026 Biennial Budget and Capital Improvement Plan to increase the budget for project 1397 by $100,000, bringing the total project budget from $250,000 to $350,000.

## BACKGROUND

Title II of the Americans with Disabilities Act (ADA) requires all state and local governments with 50 or more employees to conduct a self-evaluation of their programs, services, and policies, and to develop an ADA Transition Plan detailing the methods and schedule for making modifications necessary to achieve compliance.

The City of Newark's last comprehensive ADA Transition Plan was created in 2008. Since its adoption, significant changes have occurred, including:

Revised Standards: The U.S. Department of Justice adopted the 2010 ADA Standards

for Accessible Design, which supersede previous standards and require reassessment of compliance.

Regulatory Changes: New guidelines, particularly those related to the Public Right-of-Way Accessibility Guidelines (PROWAG), necessitate a comprehensive survey and barrier identification process for City sidewalks, pedestrian crossings, and infrastructure.

Program Expansion: The City has expanded its facilities, programs, and digital presence, all of which require evaluation for accessibility compliance.

Updating the Transition Plan is a critical, federally mandated necessity to ensure the City meets its legal obligations, minimizes potential liability exposure, and upholds its commitment to providing equitable access for all residents and visitors.

**DISCUSSION/ANALYSIS**

The proposed scope of work, following a competitive Request for Proposals (RFP) process (or qualification-based selection), is comprehensive and aligns with federal requirements. It includes four primary tasks:

Task 1: Project Initiation & Self-Evaluation

Review existing documentation, conduct site visits to City-owned buildings and facilities (e.g., City Hall, library, recreation centers, parks), and review City policies and communication practices for programmatic accessibility barriers.

Task 2: Public Right-of-Way (PROW) Survey

Comprehensive field inventory and documentation of accessibility barriers within the public right-of-way, including curb ramps, sidewalks, and pedestrian signal systems, focusing on major corridors and high-priority areas identified by the City.

Task 3: Public Outreach & Input

Facilitate community engagement, including at least two public workshops and an online survey, to solicit input from the disability community and relevant stakeholders regarding barriers to access.

Task 4: Transition Plan Development

Compile data to identify non-compliant items, develop a prioritized barrier removal schedule (based on Title II priority sequence), estimate construction costs for remediation, and draft the final, defensible Transition Plan document.

Consultant Selection

Disabled Access Consultants, LLC. was selected based on their extensive experience with large-scale municipal ADA Transition Plans, proven proficiency with federal standards, and capacity to deliver the required scope of work within the City's timeline. Their proposal offered the most advantageous combination of experience and methodology, and their rates were most competitive.

Anticipated Benefits

Timely completion of this plan provides several key benefits:

Legal Compliance and Risk Mitigation: Reduces the City's exposure to costly litigation and federal enforcement actions related to non-compliance.

Strategic Capital Planning: Provides an accurate, data-driven plan with cost estimates to guide and prioritize future Capital Improvement Projects (CIP) funding for accessibility improvements.

Improved Quality of Life: Ensures all City facilities, programs, and public pathways are accessible and usable by individuals with disabilities.

**FISCAL IMPACT**

Following the RFP process and confirmation of the scope required for a comprehensive update, the estimated project cost is $350,000, which is $100,000 higher than the $250,000 previously approved in the 2024–2026 Biennial Budget and Capital Improvement Plan. A budget adjustment is required to appropriate the additional funding for Consultant/Professional Services in the Development Maintenance Fee Fund (625.90.094.940.6220).

**REVIEW AND APPROVAL**

Prepared by - Matthew Farrell, Chief Building Official
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

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**Attachments**

RFP/RFQ
1433_Resolution

# REQUEST FOR PROPOSALS

## For

## Comprehensive Update to Newark's Transition Plan

## Issue Date: Monday, August 18, 2025

## SUBMITTALS MUST BE RECEIVED BY:
## Thursday, September 25, 2025, at 5:00 PM

**City of Newark**
Department of Public Works
37101 Newark Boulevard
Newark, CA 94560

**Point of Contact:**
Matthew Farrell
Chief Building Official, ADA Coordinator
(510) 578-4217
Matthew.Farrell@newarkca.gov

**City of Newark, California**
**Request for Proposal, Pricing and Qualifications (RFP/RFQ)**

**Transition Plan Update – Americans with Disabilities Act (ADA) Compliance**

**Release Date:** August 18th, 2025
**Submission Deadline:** September 25th, 2025

## 1. Introduction

The City of Newark is seeking qualified consultants to submit **Statements of Qualifications and Pricing Proposals** for professional services to update the City's **ADA Transition Plan**. This plan will guide the City's efforts to ensure that its public facilities, programs, services, communications, and activities are accessible to individuals with disabilities in compliance with the Americans with Disabilities Act (ADA).

## 2. Background

The City of Newark is located in Southern Alameda County at the east end of the Dumbarton Bridge, 30 miles south of Oakland 15 miles north of San Jose. Newark was incorporated as a General Law City in 1955 and has a Council/Manager form of government. Newark's population is approximately 46,929, with an encompassed area of approximately 13 square miles. Other information regarding the City of Newark can be found on the City's website at www.newarkca.gov

The City of Newark previously developed an ADA Transition Plan to identify and address accessibility barriers. However, updates are required to reflect current conditions, regulations, public feedback, and priorities. The selected consultant will assess all public infrastructure, services, and programming under City ownership or control. Newark currently has 23 buildings, 14 parks, and roughly 104.5 centerline street miles that need an updated assessment.

## 3. Scope of Services

The selected consultant will:

### A. Data Collection and Assessment

- Survey and evaluate accessibility of all public **roadways, curb ramps, sidewalks, pedestrian crossings**, and **public rights-of-way**.

- Evaluate accessibility of **City-owned and leased facilities**, including buildings, parks, and parking lots.
- Review and assess all **City programs, services, and activities**, including online services, public meetings, communications, and emergency procedures.
- Identify physical and programmatic barriers.

**B. Public Outreach and Engagement**

- Develop and implement a comprehensive **public outreach plan**, including:
    - Engagement with individuals with disabilities and disability advocacy organizations.
    - At least two public meetings or open houses.
    - Online surveys and feedback tools.
    - Coordination with City staff, council, boards, and commissions.

**C. Transition Plan Update**

- Develop an **updated Transition Plan** that includes:
    - Executive Summary and Purpose.
    - Regulatory Background.
    - Self-Evaluation Summary.
    - Barrier Prioritization and Removal Schedule.
    - Cost Estimates and Budget Planning.
    - Monitoring and Reporting Tools.
    - Grievance Procedure and Contact Information.
- Recommend policy, procedural, and operational updates.
- Provide the plan in a format that is easily accessed, such as a database or program.
- Integrate Geographic Information Systems (GIS) and asset management tools where applicable.

**D. Staff Training and Capacity Building**

- Provide training to City staff on ADA compliance, maintenance of accessible features, and use of tools for implementation and monitoring.

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**4. Proposal Requirements**

Interested firms shall submit a proposal, limited to 25 pages, that includes:

**A. Cover Letter**

- Brief overview of firm's interest and key contact information.

**B. Qualifications**

- Relevant project experience and references.
- Key personnel, roles, and resumes.
- Understanding of ADA requirements and municipal operations.

**C. Approach and Methodology**

- Work plan, methodology, and timeline.
- Outreach strategy.
- Quality assurance measures.

**D. Fee Proposal**

- Detailed cost breakdown by task.
- Hourly rates for personnel.
- Not-to-exceed budget estimate.

**E. Schedule**

- Proposed schedule for completing major tasks and overall project.

**F. Sample of a Transition Plan**

- Provide a sample of transition plans performed for others
- Sample of the database or program that will maintain the data

**G. City's Standard Contractual Services Agreement**

- Agreement to the CSA or any edits that would be requested.
- Insurance requirements stated by the City Attorney

**5. Evaluation Criteria**

Proposals will be evaluated based on:

| Criteria | Weight |
|---|---|
| Firm Experience and Qualifications | 30% |
| Project Approach and Understanding | 25% |
| Outreach and Engagement Strategy | 15% |
| Cost Effectiveness | 20% |
| Schedule and Staffing | 10% |

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**6. Submission Instructions**

**Submit proposals electronically** in PDF format to:

**Matthew Farrell**
**City of Newark – Public Works Department**
**Email:** matthew.farrell@newarkca.gov
**Subject Line:** ADA Transition Plan Update Proposal – [Consultant Name]

All proposals must be received by **September 25th, 2025 by 5:00pm**. Late submissions will not be considered. Interested consultants should submit proposals and qualifications that address the following:

1. **Cover Letter.** Describe your firm or team's interest and commitment to providing urban forest management services to the City. The letter shall be signed by a person authorized to negotiate a contract with the City.
2. **Project Description**. A description of your understanding of the overall project.
3. **Approach to Project**. Describe the manner and methods you will use to manage and facilitate the work. This should include a discussion of how each of the separate tasks will be approached, the individual primarily responsible for each task, and the expected number of hours allocated to each task.
4. **Scope of Work**. Provide a scope of work that responds to the scope identified above. If you suggest changes to the scope of work, provide the rationale. You may propose additional tasks, but they must be optional and budgeted separately.
5. **Consultant Description of Qualifications**. For your firm (and any sub-consultants), provide:
    a. Firm qualifications and résumé(s) of participating individual(s); and
    b. A description of your firm's relevant experience.

6. **Cost**. Provide a cost proposal for the overall effort. Include the basis and assumptions made for estimated costs. Include hourly rates for each task and each staff person assigned to that task, your hourly rates for this project, and the total number of hours. Indicate the subtotaled cost for each task to be performed by your firm and by any sub-consultants, and the total cost for your work effort.
7. **References**. Please provide a list of three references for projects of similar scope completed by your firm.
8. **City's Standard Contractual Services Agreement.** A sample of the City's Standard Contractual Services Agreement (Agreement), including insurance requirements, is provided in **Attachment A**. If the interested firm would like to request amendments or exceptions to the Agreement and/or insurance requirements, these shall be specifically noted in the Proposal. Otherwise, confirm your firm's ability to meet the City's Standard Contractual Services Agreement and insurance requirements. Requested amendments and exceptions will be taken into consideration in evaluating the Proposal. Requests for amendments and/or exceptions to the Agreement will not be considered if not included in the submitted Proposal.

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**7. Schedule (Tentative)**

| **Milestone** | **Date** |
|---|---|
| RFQ/RFP Issued | August 18th, 2025 |
| Deadline for Questions | September 4th, 2025 |
| Proposals Due | September 25th, 2025 |
| Interviews (if held) | Week of October 6th, 2025 |
| Award Notification | October 30th, 2025 |
| Project Start Date | January 1st, 2026 |

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**8. General Conditions**

- The City reserves the right to reject any or all proposals.
- All submitted documents become public records.
- Selected firm will be required to enter into a Professional Services Agreement with the City. See attachment A.
- Any changes made by the city to the requirements in this RFP will be made by written addenda and be posted to the website.

**Additional Submittal Information**

The City assumes no responsibility for failure or delays in delivery caused by electronic delivery service (e-mail). All interested firms are advised that the City limits receipt of e-mail attachments to approximately 15 MB. Every attempt will be made to send a confirmation e-mail to firms responding to this RFP; however, it may not be possible for City staff to respond in a timely manner to e-mails sent just prior to the stated deadline.

All costs incurred during proposal preparation or in any way associated with the Contractor's preparations, submission, presentation, or oral interview, if held, shall be the sole responsibility of the Contractor.

If awarded a contract, the Contractor shall maintain insurance coverage, including errors and omissions and worker's compensation, reflecting the minimum amounts and conditions specified by the City as outlined in the attached Contractual Services Agreement. Contractors are liable for all errors or omissions contained in their Proposal. By submitting a Proposal, interested firms represent that they: (1) have thoroughly examined and become familiar with the Work required under this RFP; (2) comprehend all conditions that may impact the requested scope of services; (3) have reviewed all addenda, if any; and (4) are capable of providing the equipment, goods and services necessary to perform the requested scope of services and/or meet the specifications outlined in this RFP, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the firm's own risk. A Proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a firm to have read all of the conditions and instructions of the RFP and/or the Agreement shall not be cause to alter any term of the Agreement nor shall such failure provide valid grounds for a firm to withdraw its Proposal or to seek additional compensation.

Additionally, if awarded a contract, the Contractor shall always maintain a valid City of Newark business license during the performance of work under the contract.

All Statements of Qualifications and rates set forth therein shall be deemed to include applicable taxes. Interested firms shall be appropriately licensed in accordance with the laws of the State of California for the work to be performed. The cost for any required licenses or permits shall be the responsibility of the selected firm(s). The selected firm(s) is liable for any and all taxes due as a result of the agreement.

# Attachment A

**CONSULTING SERVICES AGREEMENT BETWEEN**
**THE CITY OF NEWARK**
**AND**
**VEOCI (VIRTUAL EMERGENCY OPERATIONS CENTER SOFTWARE)**
**FOR TRAINING STAFF ON SOFTWARE PROGRAM**

This Agreement for consulting services ("Agreement") is made by and between the City of Newark, a municipal corporation, ("City") and _____., a corporation, with offices located _____, ("Consultant"), (together referred to as the "Parties") as of _____ (the "Effective Date").

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

**1.1** **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 27, 2025, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.

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

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

**1.4** **Time is of the Essence.** Time is of the essence. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to timely finish the Scope of Work, to meet the standard of performance provided in Section 1.1 and 1.2 above and to satisfy Consultant's obligations hereunder.

**Section 2.** **COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed Ten Thousand, Five Hundred dollars ($10,500.00) notwithstanding any contrary indications that may be contained in Consultant's proposal for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- Project name & number if applicable;
- Purchase Order number to expedite payment;
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the

hours spent by each person, a brief description of the work, and each reimbursable expense;

- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period.

**2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

**2.3 Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

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

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

**2.5 Hourly Rate/Fees.** Unless the services provided are for a lump sum or flat fee, fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation cost proposal attached hereto as Exhibit B. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit B, the Agreement shall prevail.

**2.6 Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B, attached hereto and incorporated herein. Reimbursable expenses not listed in Exhibit B are not chargeable to

City. Reimbursable expenses shall not include a mark-up and are billed as a direct cost. In no event shall expenses be advanced by the City to the Consultant. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

**2.8 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

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

**2.10. Business License**. The Consultant is not authorized to perform services or incur costs whatsoever under the terms of this Agreement until Consultant applies for and has been issued a business license from the City pursuant to Title 5 of the Newark Municipal Code.

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

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

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure

the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

**4.1** **Required Coverage**. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

| **COVERAGE** | **TYPE OF INSURANCE** | **MINIMUM LIMITS** |
|---|---|---|
| A | **Commercial General Liability**<br>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability | $2,000,000 per occurrence; Bodily Injury and Property Damage<br>$4,000,00 in the aggregate; Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis |
| B | **Commercial or Business Automobile Liability**<br>All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability | $1,000,000 per occurrence; Any Auto; Bodily Injury and Property Damage. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent |

| | | |
|---|---|---|
| | is acceptable for individual contractors with no transportation or hauling related activities | edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage. |
| C | **Workers' Compensation (WC) and Employers Liability (EL)**<br>Required for all contractors with employees | WC: Statutory Limits<br>EL: $100,000 per accident for bodily injury or disease. Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement |
| D | **Professional Liability/Errors & Omissions**<br>Includes endorsements of contractual liability | $2,000,000 per occurrence<br>$4,000,000 policy aggregate; Any deductible or self-insured retention shall not exceed $150,000 per claim |

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

a. All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until three (3) years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement

b. All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: City of Newark, its City Council, and all City officers, agents, employees, volunteers and representatives.

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

d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

e. Certificates of Insurance**:** Before commencing operations under this Agreement, Consultant shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to City, evidencing that all required insurance coverage is in effect. The City reserves the rights to require the Consultant to provide complete, certified copies of all required insurance policies.

f. Subcontractors**:** Consultant shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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

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

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

iii. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of three (3) years after completion of work under this Agreement.

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

**4.3 All Policies Requirements.**

**a. Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII. Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the City. Acceptance of Consultant's insurance by City shall not relieve or decrease the liability of Consultant hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Consultant.

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

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

**d. Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.

**4.4 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time

herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

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

**Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

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

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

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.

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

In the event that Consultant or any employee, agent, or subcontractor 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.

**Section 6. STATUS OF CONSULTANT.**

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

**6.2 Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

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

**7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

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

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

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

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

**Section 8. TERMINATION AND MODIFICATION**.

**8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant. Consultant may cancel this Agreement upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all work product, including, but not limited to documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

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

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

**8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

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

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

**8.6.1** Immediately terminate the Agreement;

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

**8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

**8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

**8.6.5** No remedy mentioned in this Agreement is intended to be exclusive of any other right, power, or remedy, permitted by law. Neither the failure nor the delay on the part of the City to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the City of any such right or remedy preclude any other or further exercise of any such right or remedy.

## Section 9. KEEPING AND STATUS OF RECORDS.

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

**9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records should be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

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

## Section 10 MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

**10.9 Contract Administration.** This Agreement shall be administered by the City Manager, or his designee, identified as Ricardo Martinez ("Contract Administrator"). All correspondence, meeting documentation, invoices and project deliverables shall be directed to or through the Contract Administrator.

**10.10 Notices.** Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, (ii) delivery by reputable overnight delivery service (e.g. Federal Express) which provides a

receipt showing date and time of delivery, (iii) certified United States mail, postage prepaid, return receipt requested, or (iv) by email transmission . Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Any written notice to Consultant shall be sent to:

Name

Title

Company

Address

City, State, Zip

All other written notices to City shall be sent to:

| | | |
|---|---|---|
| David Benoun | | Kristopher J. Kokotaylo, |
| City Manager | | City Attorney |
| City of Newark | | City of Newark |
| 37101 Newark Blvd. | with a copy to | 37101 Newark Blvd. |
| Newark, CA 94560 | | Newark, CA 94560 |

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

| |
|---|
| _____<br>Seal and Signature of Registered Professional with report/design responsibility. |

**10.13 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B**[ENSURE THAT THE CORRECT EXHIBITS ARE LISTED]** represent the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

| | |
|---|---|
| Exhibit A | Scope of Services |
| Exhibit B | Cost Proposal |

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

**SIGNATURES ON FOLLOWING PAGE**

The Parties have executed this Agreement as of the Effective Date.

**CITY OF NEWARK**

_____

DAVID J. BENOUN, CITY MANAGER

**ATTEST:**

_____

SHEILA HARRINGTON, CITY CLERK

**APPROVED AS TO FORM:**

_____

KRISTOPHER J. KOKOTAYLO

CITY ATTORNEY

**[CONSULTANT]**

_____

Title: _____

# EXHIBIT A

# SCOPE OF SERVICES

.

# EXHIBIT B

## COMPENSATION SCHEDULE

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACTUAL SERVICES AGREEMENT WITH DISABLED ACCESS CONSULTANTS, LLC. FOR AN UPDATE TO THE CITY'S TRANSITION PLAN AND AMEND THE 2024-2026 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN

WHEREAS, the City developed a Transition Plan in 2008 as required as a Title II entity; and

WHEREAS, the City wishes update and overhaul the existing transition plan and provide a self-assessment as required by Title 28 in the Code of Federal Regulations Chapter 1, Part 35, Section 150 D ; and

WHEREAS, the City released a request for proposal to assist the City in developing an update to its Transition Plan, and Disabled Access Consultants, LLC. submitted the highest ranked proposal; and

WHEREAS, Disabled Access Consultants, LLC. is well qualified to assist the City with updating its Transition Plan and Self Evaluation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Manager is hereby authorized to execute a Contractual Services Agreement with Disabled Access Consultants, LLC., in a form approved by the City Attorney, in an amount not to exceed $350,000 to assist with the development of an update to the Transition Plan and Self Evaluation.

BE IT FURTHER RESOLVED that the 2024–2026 Biennial Budget and Capital Improvement Plan is hereby amended to increase the budget for CIP 001397 by $100,000, from $250,000 to $350,000, and that the additional funding shall be appropriated from the Development Maintenance Fee Fund (625.90.094.940) as follows:

| | Account | Description | Amount |
|---|---|---|---|
| To: | 625.90.094.940.6220.CIP001397 | Development Maintenance Fee Fund | $350,000 |
| Fr: | 610.3000 | Unappropriated Fund Balance | $350,000 |

# STAFF REPORT

Item D. 4.

| | |
|---|---|
| **DATE** | 12/11/2025 |
| **TO** | Honorable Mayor and City Council Members |
| **FROM** | Neetu Salwan, City Clerk |
| **SUBJECT** | Motion approving the 2026 Local Appointments List and distribution |

Section 54970 of the California Government Code, known as the "Maddy Act," requires local governments to publish an annual list of all appointments to their boards, commissions, and committees by December 31. The purpose of this requirement is to ensure that community members have equal access to information about opportunities to serve and a fair chance to apply for these positions.

Appointments are made by the legislative body of the local agency. The Local Appointments List must be publicly accessible and include information about upcoming vacancies. It must list all appointive terms that will expire during the year, along with each current appointee's name, appointment date, and term expiration date. The list must also identify all boards, commissions, and committees that serve at the pleasure of the legislative body, as well as the qualifications required for each position.

State law also requires the City to publish the list on its website or designate a local public library to receive a copy. The terms for Community Development Advisory Committee members are not predetermined to expire at specific times; instead, vacancies occur whenever a member resigns. Members of the Measure GG and LL Oversight Committee, Planning Commission, and Senior Advisory Committee are appointed by the City Council. The terms expiring in 2026 are as follows:

**Measure GG and LL Oversight Committee**

- Michael Marzano — Appointed April 2018; Term expires April 2026
- Vinod Kumar — Appointed June 2025; Term expires April 2026
- Daniel Cardenas — Appointed June 2025; Term expires April 2026

**Planning Commission**

- Jeff Aguilar — Appointed February 2014; Term expires December 2026

**Senior Advisory Committee**

- Rick Arellano — Appointed January 2013; Term expires April 2026
- Sandra Arellano — Appointed April 2014; Term expires April 2026
- Olga Borjon — Appointed May 2020; Term expires April 2026

**Staff recommends that the City Council, by motion:**

1. Approve the 2026 Local Appointments List;
2. Designate the Alan L. Nagy Public Library as the library to receive a copy of the list; and
3. Direct staff to post the Local Appointments List on the City website.

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**Attachments**

City of Newark 2026 Local Appointments List

Newark

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

# CITY OF NEWARK 2026 LOCAL APPOINTMENTS LIST *

## Appointive Terms Expiring in 2026

**Measure GG and LL Oversight Committee**

- Michael Marzano — Appointed April 2018; Term expires April 2026
- Vinod Kumar — Appointed June 2025; Term expires April 2026
- Daniel Cardenas — Appointed June 2025; Term expires April 2026

**Planning Commission**

- Jeff Aguilar — Appointed February 2014; Term expires December 2026

**Senior Advisory Committee**

- Rick Arellano — Appointed January 2013; Term expires April 2026
- Sandra Arellano — Appointed April 2014; Term expires April 2026
- Olga Borjon — Appointed May 2020; Term expires April 2026

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

**Approved by the Newark City Council 12/11/2025 pursuant to Section 54972 of the California Government Code, the Maddy Act.*

# STAFF REPORT

Item D. 5.

| | |
|---|---|
| **DATE** | 12/11/2025 |
| **TO** | Honorable Mayor and City Council Members |
| **FROM** | Jerrald Yang, Associate Civil Engineer |
| **SUBJECT** | Adopt a resolution authorizing the City Manager to execute a Consultant Services Agreement with Gray-Bowen-Scott for Grant Management Services in the amount not to exceed $106,000 |

## SUMMARY AND RECOMMENDATION

The delivery of many Public Works projects requires access to state, region, and local funds and coordination between agencies such as Alameda County Transportation Commission (ACTC) and Metropolitan Transportation Commission (MTC). To provide expertise and advice to City staff, an on-call grant management services consultant is needed. Staff recommends that the City Council, by resolution, authorize the City Manager to execute a Consultant Services Agreement (CSA) with Gray-Bowen-Scott (GBS) in the amount not to exceed $106,000 effective through June 30, 2027.

## BACKGROUND

The City initially entered into a Consultant Services Agreement with GBS in fall 2024 in the amount of $35,000 for grant management services. Based on successful performance and additional workload needs, the agreement was increased to $74,999 in fall 2025. These services have supported City staff by analyzing funding plans for eligible projects and facilitating direct coordination with state and regional agencies. With GBS's assistance during the first year, they have supported the City in securing key funding sources, including Regional Measure 3 (RM3), for eligible transportation projects in the amount of $15 million that was assigned for the City. As the City continues to advance multiple major transportation projects simultaneously, the grant administration workload has increased substantially, making continued consultant support necessary.

## DISCUSSION/ANALYSIS

GBS is a transportation project consulting firm that provides decades' worth of experience in funding strategies, agency administration, and project management. They provide services to both public and private sector clients throughout the Bay Area and Northern California and have a record of developing successful strategies in securing funding to get projects fully built and delivered. GBS is already under contract with Bay Area cities such as San Francisco and Union City and their staff is well-qualified to provide the City with project management to handle scope, costs, and

schedules to overcome complex funding requirements set by regional and state agencies.

GBS has demonstrated timely and qualified competence for grant management services for the City at fair and reasonable prices. In addition, they have successfully demonstrated effective coordination with ACTC and MTC staff to establish and secure regional funding for various City transportation projects. GBS has specific technical understanding of the City's desire to timely execute priority projects, such as Old Town Streetscape, Thornton Avenue Overlay Phases 1 and 2, and Quiet Zone projects. Given their unique understanding of regional funding opportunities, the specifics of the City's projects, and the timely need to coordinate efforts between funding and construction, staff recommends continuing to utilize the services of GBS through the remainder of this fiscal year.

As an on-call resource, GBS will continue to provide valuable insight on delivering RM 3 project administration, federal and state programming assistance, and other types of funding or reporting requirements. Under their scope, they will prepare necessary reports and requests while acting as a liaison to the City Staff, ACTC, and MTC staff. They share the same sense of urgency with the City in delivering its projects on a timely schedule.

The term of the Consultant Services Agreement is effective through June 30, 2027.

**FISCAL IMPACT**

The Public Works operating budget includes sufficient appropriations that are available in the Public Works operating budget (Fund 120) in Consultant/Professional Services to support this agreement. No additional budget action is needed.

**REVIEW AND APPROVAL**

Prepared by - Jerrald Yang, Associate Civil Engineer
Reviewed by - Miki Tsubota, 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

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**Attachments**

1438_Resolution
1438 Agreement

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTANT SERVICES AGREEMENT WITH GRAY-BOWEN-SCOTT FOR ON-CALL GRANT MANAGEMENT SERVICES IN AN AMOUNT NOT TO EXCEED $106,000 THROUGH JUNE 30, 2027

WHEREAS, the City entered into a Consultant Services Agreement with Gray-Bowen-Scott (GBS) on September 20, 2024for grant management services in the not-to-exceed amount of $35,000; and

WHEREAS, based on successful performance and increased project delivery needs, the City executed a First Amendment to the Agreement on September 29, 2025, increasing the not-to-exceed amount to $74,999 and extending the term; and

WHEREAS, GBS has demonstrated qualified expertise in grant strategy, funding administration, and coordination with state and regional agencies, including the Alameda County Transportation Commission (ACTC) and the Metropolitan Transportation Commission (MTC); and

WHEREAS, GBS has effectively supported the City in securing and administering key funding sources for transportation projects, including Regional Measure 3 (RM3), and has provided valuable assistance in advancing multiple high-priority capital projects; and

WHEREAS, the continued delivery of major transportation projects requires ongoing access to specialized grant management support to meet complex regional and state funding requirements, ensure timely reimbursement of eligible costs, and maintain compliance with agency guidelines; and

WHEREAS, staff recommends entering into a new Consultant Services Agreement with GBS to provide ongoing on-call grant management services with a term effective December 11, 2025 through June 30, 2027, in an amount not to exceed $106,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby authorizes the City Manager to execute a Consultant Services Agreement with Gray-Bowen-Scott for on-call grant management services in an amount not to exceed $106,000, in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the City Manager is authorized to take all actions necessary to implement this resolution.

**CONSULTING SERVICES AGREEMENT BETWEEN**
**THE CITY OF NEWARK**
**AND**
**GRAY-BOWEN-SCOTT**
**FOR GRANT MANAGEMENT SERVICES**

This Agreement for consulting services ("Agreement") is made by and between the City of Newark, a municipal corporation, ("City") and Gray-Bowen-Scott, a corporation with offices located at 1320 Mt Diablo Blvd #206, Walnut Creek, CA, ("Consultant"), (together referred to as the "Parties") as of December 11, 2025 (the "Effective Date").

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

**1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on **June 30, 2027**, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.

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

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

**1.4 Time is of the Essence.** Time is of the essence. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to timely finish the Scope of Work, to meet the standard of performance provided in Section 1.1 and 1.2 above and to satisfy Consultant's obligations hereunder.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed **one-hundred and six-thousand dollars, ($106,000)** notwithstanding any contrary indications that may be contained in Consultant's proposal for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- Project name & number if applicable;
- Purchase Order number to expedite payment;
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period.

**2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

**2.3 Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

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

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

**2.5 Hourly Rate/Fees.** Unless the services provided are for a lump sum or flat fee, fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation cost proposal attached hereto as Exhibit B. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit B, the Agreement shall prevail.

**2.6 Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B, attached hereto and incorporated herein. Reimbursable expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses shall not include a mark-up and are billed as a direct costs. In no event shall expenses be advanced by the City to the Consultant. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

**2.8 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

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

**2.10. Business License**. The Consultant is not authorized to perform services or incur costs whatsoever under the terms of this Agreement until Consultant applies for and has been issued a business license from the City pursuant to Title 5 of the Newark Municipal Code.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

**4.1 Required Coverage**. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

| COVERAGE | TYPE OF INSURANCE | MINIMUM LIMITS |
|---|---|---|
| A | **Commercial General Liability** Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability | $2,000,000 per occurrence; Bodily Injury and Property Damage $4,000,00 in the aggregate; Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis |
| B | **Commercial or Business Automobile Liability** All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities | $1,000,000 per occurrence; Any Auto; Bodily Injury and Property Damage. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage. |
| C | **Workers' Compensation (WC) and Employers Liability (EL)** | WC: Statutory Limits EL: $100,000 per accident for bodily injury or disease. |

| | | |
|---|---|---|
| | Required for all contractors with employees | Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement |
| D | **Professional Liability/Errors & Omissions**<br>Includes endorsements of contractual liability | $2,000,000 per occurrence<br>$4,000,000 policy aggregate; Any deductible or self-insured retention shall not exceed $150,000 per claim |

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

a. All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until three (3) years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement

b. All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: City of Newark, its City Council, and all City officers, agents, employees, volunteers and representatives.

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

d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

e. Certificates of Insurance**:** Before commencing operations under this Agreement, Consultant shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to City, evidencing that all required insurance coverage is in effect. The City reserves

the rights to require the Consultant to provide complete, certified copies of all required insurance policies.

f. Subcontractors**:** Consultant shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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

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

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

iii. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of three (3) years after completion of work under this Agreement.

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

**4.3 All Policies Requirements.**

**a. Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII. Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the City. Acceptance of Consultant's insurance by City shall not relieve or decrease the liability of Consultant hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Consultant.

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

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

**d. Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss.

Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.

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

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

## Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

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

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.

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

In the event that Consultant or any employee, agent, or subcontractor 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.

**Section 6. STATUS OF CONSULTANT.**

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

**6.2 Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

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

**7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

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

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

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

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

**Section 8. TERMINATION AND MODIFICATION**.

**8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant. Consultant may cancel this Agreement upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all work product, including, but not limited to documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

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

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

**8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

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

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

**8.6.1** Immediately terminate the Agreement;

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

**8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

**8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

**8.6.5** No remedy mentioned in this Agreement is intended to be exclusive of any other right, power, or remedy, permitted by law. Neither the failure nor the delay on the part of the City to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the City of any such right or remedy preclude any other or further exercise of any such right or remedy.

## Section 9. KEEPING AND STATUS OF RECORDS.

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

**9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records should be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

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

**Section 10 MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

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

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

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months,

Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

**10.9 Contract Administration.** This Agreement shall be administered by the City Manager, or his designee, identified as City Engineer ("Contract Administrator"). All correspondence, meeting documentation, invoices and project deliverables shall be directed to or through the Contract Administrator.

**10.10 Notices.** Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, (ii) delivery by reputable overnight delivery service (e.g. Federal Express) which provides a receipt showing date and time of delivery, (iii) certified United States mail, postage prepaid, return receipt requested, or (iv) by email transmission . Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Any written notice to Consultant shall be sent to:

Leo Scott, President
Gray-Bowen-Scott
1320 Mt Diablo Blvd #206
Walnut Creek, CA 94596

All other written notices to City shall be sent to:

| | | |
|---|---|---|
| City Engineer<br>Public Works Department<br>City of Newark<br>37101 Newark Blvd.<br>Newark, CA 94560 | with a copy to | Kristopher J. Kokotaylo,<br>City Attorney<br>City of Newark<br>37101 Newark Blvd.<br>Newark, CA 94560 |

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



| |
|---|
| _____<br>Seal and Signature of Registered Professional with report/design responsibility. |

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

| | |
|---|---|
| Exhibit A | Scope of Services |
| Exhibit B | Cost Proposal |

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

**SIGNATURES ON FOLLOWING PAGE**

The Parties have executed this Agreement as of the Effective Date.

**CITY OF NEWARK,**
a municipal corporation

By _____
David Benoun, City Manager

Date _____

**GRAY-BOWEN-SCOTT,**
a California corporation

By _____

Date _____

_____
Printed Name

**ATTEST:**

_____
Neetu Salwan, City Clerk

Date _____

**APPROVED AS TO FORM:**

_____
Kristopher Kokotaylo, City Attorney

5638310.1
Version 3.2.21

# EXHIBIT A

# SCOPE OF SERVICES

# EXHIBIT B

# COMPENSATION SCHEDULE

November 25, 2025

Mr. Howard Young, Public Works Director
City of Newark
37101 Newark Boulevard
Newark, CA 94560
Via email to: howard.young@newarkca.gov; jerrald.yang@newarkca.gov

**RE: Grant Management Services Through June 30, 2027**

Dear Mr. Young:

Thank you for your continued interest in Gray-Bowen-Scott(GBS) and we are pleased to furnish you with this proposal for grant management professional services to assist the City of Newark (City) with delivering projects with Regional Measure 3 (RM3) funds through fiscal year 2027.

GBS is proposing to continue to provide service as an on-call resource to the City, with responsibilities for specific tasks. The attached proposed scope of work is the same services we have been providing to the City in 2024 and 2025. With an on-call arrangement, our budget is a function of the level of effort requested. I propose an agreement for a not-to-exceed budget of $106,000. This budget is anticipated to allow for assistance to continue work on defining, implementing and monitoring funding strategy for projects in the Thornton corridor and other priority projects for the City. Work over the coming months could include tasks such as updating RM3 allocation package, coordination with funding agencies (ACTC, MTC, Caltrans), federal funding miletone tracking, federal request for authorization packages, reporting, and reimbursement packages. This level of funding would provide about 200 hours of time from Matt Todd as well as about 100 hours of Associate Project Manager time to assist with deliverables such as Caltrans packages or MTC reporting. GBS invoices monthly on a time and expense basis under our adopted fee schedule (attached).

Leo Scott will continue to be GBS's Principal in Charge and Matt Todd will serve as the Project Manager and main point of contact.

If you have any questions or want additional information, please do not hesitate to call Matt at (510) 206-3920. Thank you for the opportunity to present this proposal. We look forward to working with you and will commence work upon authorization to proceed.

Very truly yours,



Leo Scott, President

**EXHIBIT A**

**City of Newark**

**Fund Programming Administration for Transportation Projects**

Agency coordination, funding strategy, and preparation of documentation for Regional Measure 3 Funded Projects, including coordination with Alameda CTC and MTC, for the Thornton Avenue Complete Streets and Bay Trail Project.

**Task 1 – RM3 Project Administration**

- Prepare Initial Project Reports/requests for programming and/or allocations
- Prepare progress reports / close-out reports
- Prepare agreements and amendment requests
- Review and coordinate consultant Invoices and requests for reimbursements
- Coordinate with the City Finance Department
- Coordinate with Alameda CTC and MTC staff

**Task 2 - Federal and State Programming Assistance**

- Support for City-sponsored projects that include federal aid and/or STIP
- Assist with update of DBE Goals and other FHWA requirements
- Assist with regional programming requirements including countywide transportation plan, regional transportation plan, and transportation improvement program related tasks.
- Other and/or Unanticipated Fund Programming Tasks
    - Depending on the remaining steps of the project development/project approval process, additional work may be required. Consultant, when authorized by City, shall perform tasks not specifically identified above. Examples could include, but are not limited to, facilitating City's compliance with Federal regulations such as Federal DBE reporting, or ensuring City's Quality Assurance Plan is current.

**Task 3 – Other Funding**

- Review and advise on other transportation funding opportunities
- Assist with reporting for ACTC programming requirements

EXHIBIT B

GRAY·BOWEN·SCOTT

# FEE SCHEDULE Effective January 1, 2025

| Staff | | Billing Rate | Billing Rate Range | |
|---|---|---|---|---|
| | | | Low | High |
| **Industry Advisor** | | | $425.00 | $550.00 |
| *Gary* | *Huisingh* | *$425.00* | | |
| *Brad* | *McCrae* | *$455.00* | | |
| *Norma* | *Ortega* | *$483.00* | | |
| *Leo* | *Scott* | *$495.00* | | |
| **Principal Project/Program Manager** | | | $370.00 | $500.00 |
| *Terry* | *Bowen* | *$473.00* | | |
| *Carl* | *Haack* | *$445.00* | | |
| *Matt* | *Todd* | *$410.00* | | |
| **Senior Project/Program Manager** | | | $280.00 | $380.00 |
| *Roni* | *Hattrup* | *$340.00* | | |
| *Erin* | *Heltne* | *$300.00* | | |
| *Obaid* | *Khan* | *$367.00* | | |
| *Sheena* | *Patel* | *$340.00* | | |
| *Keith* | *Robinson* | *$367.00* | | |
| *Brian* | *Stewart* | *$360.00* | | |
| **Project/Program Manager** | | | $240.00 | $310.00 |
| *Karen* | *Boggs* | *$227.00* | | |
| *Kevin* | *Byrd* | *$280.00* | | |
| *Chris* | *Doerksen* | *$280.00* | | |
| *Aron* | *Zerezghi* | *$280.00* | | |
| **Associate Project/Program Manager** | | | $175.00 | $250.00 |
| *Grace* | *Doi* | *$200.00* | | |
| *Margaret* | *Strubel* | *$193.00* | | |
| **Project Specialist** | | | $230.00 | $315.00 |
| **Project Analyst** | | | $140.00 | $200.00 |
| *Debby* | *Chernila* | *$164.00* | | |
| *Tiffany* | *Gephart* | *$149.00* | | |
| *Debi* | *Lawrence* | *$164.00* | | |
| *Ericka* | *Leiva* | *$164.00* | | |
| *Janet* | *McCue* | *$149.00* | | |
| *Naomi* | *Salvador* | *$180.00* | | |
| *Anita* | *Smith* | *$180.00* | | |
| **Project Administrator** | | | $115.00 | $160.00 |
| **Administrative Assistant** | | | $80.00 | $135.00 |
| **Intern** | | | $55.00 | $85.00 |

Rates subject to change on January 1, 2026. Expenses (mileage, parking, tolls, printing, travel, conference calls, postage, express mail, delivery, authorized entertainment, etc.) will be billed at cost. Mileage will be billed at the standard IRS rate.
Gray·Bowen·Scott reserves the right, in its discretion, to sub-contract portions of its projects to other qualified professionals. All costs and fees for any sub-contracted services will be billed at cost plus 10%.

EXHIBIT B

COMPENSATION SCHEDULE

2026 RATES FOR KEY STAFF

| STAFF | 2026 RATE |
|---|---|
| Matt Todd | $430 |
| Margaret Strubel | $200 |
| Ericka Leiva | $170 |
| | |



**FIRM**
Gray-Bowen-Scott

**ROLE**
Project Manager

**EDUCATION**
B.S., Civil Engineering, University of California, Davis

**REGISTRATION**
Professional Engineer, Civil, CA, No. 63892

**INDUSTRY TENURE**
30 Years

# Matthew Todd, P.E.

Matt manages a variety of projects, providing strategy for the delivery of projects with federal and state transportation funding. His experience with transportation policy and the funding and delivery of complex transportation projects provides an appreciation for the range of projects that need to be collaboratively delivered to sustain a transportation system with multiple project sponsors large and small. Mr. Todd's knowledge and experience includes identifying strategies for funding and advancing projects, securing programmed funds, and project development. He has worked with multiple transportation related agencies such as Caltrans, FHWA, California Transportation Commission, regional (MPO, RTPA, CMA and sales tax) and local agencies.

## RELEVANT EXPERIENCE

**City of Union City, Quarry Lakes Parkway Delivery and Grant Assistance**
The Union City Quarry Lakes Parkway project involves constructing a new complete street connection between Mission Boulevard and Alvarado Niles Boulevard within the Union City BART Station District. As Project Manager, Matt coordinates closely with the City's project design team, the Public Works Department, the City Manager's Office, and the Finance Department. Under Matt's leadership, GBS performs a range of responsibilities, including coordination with regional and state funding agencies (Alameda CTC, MTC, and Caltrans), funding plan development, grant application support, and managing grant reimbursement requests and required reporting. The GBS Team delivers similar services for other City projects that receive grant funds from MTC, Alameda CTC, and BART.

**City/County Association of Governments of San Mateo County, Federal Aid Programming**
Assist local agencies with the delivery of federal aid projects and monitor progress and compliance with the regional Resolution 3606 delivery requirements. Completed the local agency Route 101 Auxiliary Lane Project grant application for local measure funds.

**City of South San Francisco, Project Delivery Assistance**
Assist the City project managers to process projects through Caltrans Local Assistance, including preparing allocation requests, RFAs, invoices, close out reports, ROW certification, TIP amendments and extension requests. Completed the TDA Article 3 application for the bike and pedestrian facilities to connect with the new Caltrain Station improvements.

**City of Pinole, San Pablo Avenue Bridge Project Delivery Assistance**
Assist local agency with programming and project delivery of a priority bridge replacement project. Includes project management related tasks including managing Caltrans and local grants, procuring consultant design team and contract management

**Alameda County Public Works, Project Delivery Assistance**
Assist the County with regional project delivery requirements. Assisted the County in completing a California ATP, federal BUILD, and county sales tax funding applications..

**Managing Director, TRANSPAC**
TRANSPAC is the Regional Transportation Planning Committee for the Central portion of Contra Costa County. As the Managing Director of the JPA agency, responsibilities include planning and programming actions for the subregion of Contra Costa County, including interpreting and offering recommendation for local sales tax funding for bicycle and pedestrian, transit and paratransit funds, as well as exchange opportunities.

**Manager of Programming, Alameda County Transportation Commission (formerly Alameda County Congestion Management Agency), 2000 - 2014**
Matt was responsible for developing funding programs and delivering transportation projects in Alameda County.

**City of San Mateo, Grant Application Preparation and Project Delivery Assistance**

Matt led the development of local agency grant applications for the CPUC Grade Separation funding, securing critical resources for high-priority rail safety projects. He supported project programming and delivery of a complex rail undercrossing involving multiple stakeholders, including Caltrain and the California High-Speed Rail Authority. Matt provided strategic coordination to advance project readiness, funding alignment, and interagency collaboration.

**San Francisco County Transportation Authority, Project Delivery Assistance**

Matt supports the San Francisco County Transportation Authority (SFCTA) in managing a portfolio of state and federally funded projects. He works closely with local agency project managers to navigate grant requirements and ensure project schedules align with key funding milestones. His guidance helps maintain funding eligibility and supports timely, compliant project delivery.



# Margaret Strubel

Margaret Strubel joined the Gray-Bowen-Scott team with five years of experience in the transportation sector, supporting planners, engineers, finance, programming, and project controls. In addition, she has worked for eight years in engineering / cultural resources management firms, including extensive archaeological field experience.

**FIRM**
Gray-Bowen-Scott

**ROLE**
Associate Project Manager

**EDUCATION**
B.A., History of Art, University of California, Berkeley

**CERTIFICATIONS**
eBuilder® Certified Professional

**INDUSTRY TENURE**
12 Years

## RELEVANT EXPERIENCE

- eBuilder® Certified Professional. (e-Builder® is a construction program management database)
    - Created an e-Builder® deadline tracking form for South San Francisco project managers, as well as monthly, subscribed upcoming deadline reports.
    - Involved with 2 client (engineering and construction) e-Builder® implementations including interviewing multi-agency users for workflows and needs, synthesizing stakeholders' input about processes, diagramming process workflows using Visio, configuring processes, and customizing reports. RFI process was a huge success, saving time during COVID-19-related shutdowns. Users include Caltrans, transportation agencies, general contractors, and subconsultants including high-level engineers and designers.
    - Assisted with e-Builder® project implementations; aimed to simplify team-based workflow.
    - Organized, created, and led multiple user acceptance testing sessions including with senior engineers.
    - Designed and implemented successful construction submittal process, decommissioning submittal module usage, which struggled with user acceptance. Used interpersonal skills; listened to issues and built trust with the client.
    - Created protocols for document management in e-Builder®.
    - Trained users and trouble-shot issues for users in e-Builder®, acting as a helpdesk.
- Assisted with the development of agreements and licenses, including operations and maintenance agreements.
- Assisted engineers in creating and compiling submittals for Caltrans including encroachment permit applications, requests for reimbursement, and field reviews/preliminary environmental studies. Supported clients with preparing Caltrans' Local Assistance forms and funding agency grant reimbursement forms.
- Researched and compiled details about federal, state, and local transportation funding sources.
- Edited and proofread content, formatting, and grammar as well as created copy for project controls procedures and other documents.
- Assisted in compilation and editing of Active Transportation Program and Lifeline Transportation Program applications.
- Tracked document development process for contracts, plans, and agreements including an express lanes systems engineering management plan.

**Previous experience:**
Acumen Building Enterprise, Inc. (onsite: Alameda County Transportation Commission, Oakland, CA)

- Created design and content for reports, presentations, and newsletters using Adobe Creative Suite and PowerPoint, including the Congestion Management Program and Level of Service Monitoring reports. Employed technical proofreading and research skills. Using Excel and Illustrator, designed charts and graphs using information from various data sources.
- Customized an online grant application template. Drafted presentation and ran logistics of the workshop to train technical staff of jurisdictions.

**MARGARET STRUBEL, CONTINUED**

- Edited copy for numerous reports for a planner whose first language is not English.
- Managed the filing system including archiving and on-site asset management.
- Assisted with contract administration and the procurement process. This included vetting proposals for requests for proposals, ensuring the confidentiality of cost information, tailoring contracts, and amendments, and tracking contracts including those being closed out. Drafted and published contracting opportunities. Familiar with Caltrans documentation and procedures.
- Coordinated administrative details such as office logistics, supported meetings including agenda compilation and ensured database contained current insurance information for consultants.
- Interfaced with managers and team members as well as members of other organizations, the public, and vendors using excellent communication skills.



**FIRM**
Gray-Bowen-Scott

**ROLE**
Grants Administrator

**EDUCATION**
B.A., Broadcast Electronic Communications, San Francisco State University, San Francisco, CA

**CERTIFICATIONS**
Certificate, Human Resource Management

**INDUSTRY TENURE**
11 Years

# Ericka Leiva

Ericka joined the Gray-Bowen-Scott team following a 9-year career with the Alameda County Transportation Commission where she served as a Financial Analyst. In her current role as Gray-Bowen-Scott's Grants Administrator, Ericka assists our clients with initial approvals, progress reports, and reimbursement close-outs, including those from sales tax authorities, Caltrans, and FHWA, among others.

## RELEVANT EXPERIENCE

Some of Ericka's responsibilities include:

- Authorizations/Obligations
- Award packages
- Contracts and amendments, including draft contract amendments and follow through with agencies to ensure the documents are executed.
- Project controls and reporting including the creation of milestone timeline and funding matrices, progress reporting, and reporting updates as needed when contracts are amended.
- Reimbursement requests (costs eligible for state and/or federal reimbursement following the guidelines in the Caltrans Local Assistance Procedures Manual). Compiling reimbursement requests for local agencies may also be required. This includes completing required items and any additional documentation required to submit as part of the Invoice Package for each request. Proactively contact contractors/vendors working for clients for backup documentation, ensuring all data is complete. Assist with compiling progress reports in tandem with requests as needed.
- Grant funding agency form completion and submittal, including federal aid close-outs for Caltrans, FHWA, FTA, Sales Tax Authorities, and Metropolitan Transportation Commission, and others.

# STAFF REPORT

Item D. 6.

| | |
|---|---|
| **DATE** | 12/11/2025 |
| **TO** | Honorable Mayor and City Council Members |
| **FROM** | Brittney Frye, Human Resources Director |
| **SUBJECT** | Adopt a resolution amending the Employee Classification Plan, 2024-2026 Biennial budget and Capital Improvement Plan, and citywide salary schedule in conformance with California Code of Regulations, Title 2, Section 570.5; and approve a side letter agreement with the Newark Association of Miscellaneous Employees (NAME) reflecting the classification change of Community Preservation Specialist to Community Preservation Specialist I/II |

## SUMMARY AND RECOMMENDATION

The Community Preservation Specialist classification serves as the City's primary classification for community preservation and code enforcement work. A recent review of duties, responsibilities, and operational needs identified that the single-level classification no longer provides adequate distinction between entry-level and journey-level work. Therefore, staff recommends that the City Council adopt a resolution to amend the Employee Classification Plan to delete the Community Preservation Specialist classification and add the classifications of Community Preservation Specialist I/II; add full-time personnel allocations to the 2024-2026 Biennial Budget and Capital Improvement Plan for two Community Preservation Specialist I/II, and delete two full-time allocations of Community Preservation Specialist, and amendment of the citywide salary schedule in conformance with California Code of Regulations, Title 2, Section 570.5; and approve a side letter agreement with the Newark Association of Miscellaneous Employees (NAME) to add the classification of Community Preservation Specialist I/II and salary range to the Memorandum of Understanding.

## BACKGROUND

Following discussions between the City and the Newark Association of Miscellaneous Employees (NAME), both parties agreed that creating a two-level classification structure for the Community Preservation Specialist classification would better support employee training, development, and retention while addressing the increasing complexity of the City's community preservation operations.

The new classification specification for Community Preservation Specialist I/II defines the entry-level position as a trainee classification responsible for gaining experience in code enforcement, and the journey-level position as independently performing the full range of enforcement and community outreach duties.

The current staffing structure consists of two full-time Community Preservation Specialist positions and one Community Preservation Manager. One Community Preservation Specialist position is currently vacant due to a resignation in July of this year and the subsequent recruitment did not yield an adequately qualified applicant.

## DISCUSSION/ANALYSIS

The deletion of the existing Community Preservation Specialist classification and addition of Community Preservation Specialist I/II provides a clear promotional pathway for employees and aligns the classification with current and future operational needs. The new structure also supports workforce planning by providing flexibility to recruit at the appropriate level based on experience and departmental requirements, making the position more desirable and competitive in the market. If an employee is hired at the "I" level, the employee will have an opportunity to advance to level "II" when operations warrant that level of work, budget is appropriated, and the employee demonstrates they meet the qualifications for the position.

The proposed effective date for these classification changes is December 12, 2025, following City Council adoption of this resolution and approval of the associated side letter agreement with NAME.

## FISCAL IMPACT

The establishment of a two-level classification structure can be absorbed within the existing Community Preservation Division budget due to salary savings from the existing vacancy. This action would have no fiscal impact for the remainder of the fiscal year (December 12, 2025, through June 30, 2026).

The Community Preservation Specialist I (CPS I) classification will remain at the current salary level associated with the existing Community Preservation Specialist classification. Should the current incumbent of the CPS classification advance to the CPS II level, or the vacant CPS position be filled at the CPS II level, the fiscal impact would be absorbed by personnel cost savings in the Community Development Department.

The annual cost difference in funding one CPS I and one CPS II position is approximately $11,800.

Future costs will be included in the City’s regular biennial budget process.

## REVIEW AND APPROVAL

Prepared by - Brittney Frye, 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

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**Attachments**

Resolution - CPS I/II Classifications

Proposed Job Description - CPS I/II

Consolidated Salary Schedule

NAME Side Letter Agreement CPS I/II

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING RESOLUTION NO. 2505, EMPLOYEE CLASSIFICATION PLAN, TO DELETE THE COMMUNITY PRESERVATION SPECIALIST CLASSIFICATION AND ADD THE CLASSIFICATIONS OF COMMUNITY PRESERVATION SPECIALIST I/II; APPROVING PERSONNEL ALLOCATION CHANGES TO THE 2024-2026 BIENNIAL BUDGET; APPROVING AND ADOPTING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF NEWARK AND THE NEWARK ASSOCIATION OF MISCELLANEOUS EMPLOYEES (NAME) TO ADD THE COMMUNITY PRESERVATION SPECIALIST I/II CLASSIFICATIONS , AND AMENDING THE CITYWIDE SALARY SCHEDULE IN CONFORMANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

WHEREAS, the Employee Classification Plan was adopted by the City Council via Resolution No. 2505; and

WHEREAS, the City must periodically add, revise, or delete job classifications to ensure the workforce structure aligns with operational needs, supports employee development, and reflects the tasks performed across departments; and

WHEREAS, the City conducted a review of the Community Preservation Specialist classification and determined that the single-level classification no longer meets the operational needs of the Community Preservation Division, and the City seeks to attract and retain exceptional talent to provide superior customer service to the community: and

WHEREAS, the City seeks to provide advancement opportunities to employees; and

WHEREAS, the City and the Newark Association of Miscellaneous Employees (NAME) engaged in good-faith meet-and-confer discussions and mutually agreed that establishing a two-level classification, Community Preservation Specialist I and Community Preservation Specialist II, would enhance recruitment, retention, training, and promotional opportunity; and

WHEREAS, the Community Preservation Specialist I/II class specification provides an updated and appropriate distinction between entry-level (CPS I) and journey-level (CPS II) duties; and

WHEREAS, the City Council finds it appropriate to amend the Classification Plan to delete the existing Community Preservation Specialist classification and add the Community Preservation Specialist I and Community Preservation Specialist II classifications; and

WHEREAS, the City Council further finds it necessary to adjust the City's personnel allocations in the 2024–2026 Biennial Budget by adding two full-time Community Preservation

Specialist I/II positions and deleting two full-time Community Preservation Specialist positions, in order to implement the updated classification structure; and

WHEREAS, the City Manager or designee has met and conferred in good faith with NAME regarding the establishment of the Community Preservation Specialist I/II classification and the related salary range; and

WHEREAS, the proposed Side Letter Agreement between the City and NAME, attached hereto and incorporated by reference, memorializes the agreed-upon addition of the Community Preservation Specialist I/II classification and salary range into the MOU; and

WHEREAS, adoption of a revised salary range for the Community Preservation Specialist I/II classification requires amendment of the City's Salary Schedule, in accordance with California Code of Regulations, Title 2, Section 570.5; and

WHEREAS, the City Council has reviewed the recommended classification changes, personnel allocation adjustments, side letter agreement, and salary schedule amendment and finds them to be proper and in the best interests of the City.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the Classification Plan adopted by Resolution 2505, and subsequently amended, is hereby amended to delete the classification of Community Preservation Specialist and to add the classifications of Community Preservation Specialist I/II attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED that the 2024–2026 Biennial Budget and Capital Improvement Plan are hereby amended to add two full-time positions of Community Preservation Specialist I/II and delete two full-time positions of Community Preservation Specialist.

BE IT FURTHER RESOLVED that the City Council hereby approves and adopts the Side Letter Agreement between the City of Newark and the Newark Association of Miscellaneous Employees (NAME), effective December 21, 2025, and authorizes the City Manager to execute the agreement and make any necessary non-substantive modifications.

BE IT FURTHER RESOLVED that the City Council hereby approves an amendment to the Citywide Salary Schedule, effective December 21, 2025, to reflect the salary ranges for the Community Preservation Specialist I/II classification, as attached hereto.

# Community Preservation Specialist I/II

**Class Specification**
Created 12/25
Class ID: 200
Unit: NAME
Probation: 6 Months
FLSA: Non-Exempt

## DEFINITION
Under general supervision, seeks public compliance with the City's municipal, zoning, community preservation and nuisance, housing, and other codes through education and enforcement activities; investigates citizen complaints of public nuisances and quality of life issues, seeks voluntary compliance, issues citations and initiates abatement procedures; performs related duties as assigned.

## SUPERVISION RECEIVED AND EXERCISED
Receives supervision from the Community Preservation Manager. Exercises no direct supervision.

## DISTINGUISHING CHARACTERISTICS
Community Preservation Specialist I - This is an entry level position in the Community Preservation Specialist series involving the enforcement of the City's ordinances and the abatement of nuisance conditions. Initially under close supervision, incumbents with basic experience learn City systems, operations, practices, and procedures. As experience is gained, assignments become more varied and are performed with greater independence. Assignments may vary with the skill and training of the incumbent. Positions at this level usually perform most of the duties required of the positions at the Community Preservation Specialist II level but are not expected to function at the same skill level and usually exercise less independent discretion and judgment in matters related to work procedures and methods.

Community Preservation Specialist II – This is a journey level classification in the Community Preservation Specialist series. Positions at this level are distinguished from the Community Preservation Specialist I level by performing the full range of duties as assigned, and the ability to work independently, exercising judgment and initiative. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise, are fully aware of the operating procedures and policies of the work unit, provide training and technical expertise to Community Preservation Specialist I, and may exercise lead direction over Community Preservation I staff.

Positions in the Community Preservation Specialist class series are flexibly staffed and positions at the II level are normally filled by advancement from the I level after gaining the knowledge, skill, and experience which meet the qualifications for and after demonstrating the ability to perform the work of the higher-level class.

## EXAMPLES OF JOB FUNCTIONS (Illustrative Only)

Advise property owners and individuals requesting information on City and other code requirements.

Develop and implement effective public education strategies concerning codes and ordinances; assist in carrying out the City's public outreach strategies; participate in neighborhood associations abatement initiatives.

Work closely with homeowners, business and community groups to enhance and preserve the quality of neighborhoods through public relations, educational and code enforcement activities.

Receive and respond to complaints of violations of city codes and ordinances for residential, commercial and industrial property to an assigned geographic area in a professional manner.

Conduct field checks to uncover possible violations of City codes and ordinances including zoning, nuisance, property maintenance, and housing; contact responsible individuals in person and in writing; perform follow-up and regular field checks to ensure compliance with code requirements.

Prepare and issue citations, notices, and correspondence for infractions as provided by municipal code; coordinate potential application of available loan and grant programs; prepare and present code violation cases before appropriate commissions and City Council.

Prepare detailed written reports of all cases investigated and represent the City in court and other official proceedings; prepare case information for and present evidence at appeal hearings and other legal proceedings.

Manages caseload and related tasks; responds in a timely manner and in compliance with internal procedures, policies, and target response times.

Coordinate inspections and dispositions of cases with engineering, building, fire, planning, police, county health officials, and other agencies.

Explains, interprets, and makes presentations of ordinances, codes, laws, rules, and regulations to customers, residents, community groups, agencies, businesses, and other entities. Participate in community meetings or events.

May provide lead direction and review the work of assigned clerical staff and co-workers, as directed.

Perform related duties as assigned.

## QUALIFICATIONS

**Knowledge of:**

- Some knowledge of basic ordinances, Housing Code, abatement of nuisance conditions and related codes.
- Basic principles of land use planning.
- Investigation and research techniques and practices, as well as evidence collection and preservation.
- Methods and practices of effective public education and enforcement techniques.
- Problem-solving and negotiating techniques.
- Technical report writing.
- Arithmetic and basic algebra.

**Skill or Ability to:**

- Read, comprehend, learn, and apply the City's municipal, zoning, community preservation, nuisance, housing, and other codes, ordinances, and procedures.
- Learn principles, practices, methods, and techniques of code enforcement and neighborhood preservation.
- Learn to prepare and present evidence and cases at hearings and judicial proceedings.
- Analyze and compile technical information on code investigations and violations.
- Interview, investigate, conduct research, and learn safety techniques and practices.

- Exercise sound judgment in potentially hazardous or dangerous situations.
- Prepare clear, concise, complete, and accurate reports and letters.
- Function under a heavy workload and high pressure to correctly prioritize assignments under these conditions.
- Obtain timely compliance with the City's regulations.
- Operate personal computer applications relevant to assigned work.
- Deal frequently with individuals in challenging and confrontational situations.
- Prepares for community interactions by anticipating common questions and concerns, providing clear and accurate information about programs and processes, and ensuring resources are readily available to support residents effectively.
- Communicate firmly, tactfully, and effectively both verbally and in writing with individuals from a variety of socio-economic and cultural backgrounds in difficult situations.
- Work occasionally after hours and on weekends. Can effectively handle multiple projects and responsibilities simultaneously; Respectfully and effectively collaborate with a variety of people of varying backgrounds and roles. Demonstrate tact, professionalism, and diplomacy.

**Education and Experience:**

Any combination of education and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Community Preservation Specialist I - Possession of a high school diploma or equivalent, and one (1) year of experience serving the public in enforcement, inspection or investigation of local, state, or federal codes and/or regulations in areas such as housing, building, zoning, environmental, vehicle and penal codes, or a similar field.

Community Preservation Specialist II - Possession of a high school diploma or equivalent, and two (2) years of experience performing code enforcement for a public agency at the level equivalent to a Community Preservation Specialist I with the City of Newark.

Bilingual skills are desirable.

**License and Certificate:**

Possession of a valid driver license and a satisfactory driving record throughout employment.

## PHYSICAL DEMANDS

When assigned to an office environment, must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials, a computer screen, and to operate a motor vehicle and visit various city sites; and hearing and speech to communicate in person and over the telephone; ability to stand and walk between work areas may be required. Ability to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. When assigned to field inspection, must possess mobility to work in changing site conditions; possess the strength, stamina, and mobility to perform light to medium physical work; to sit, stand, and walk on level, uneven, or slippery surfaces; to reach, twist, turn, kneel, and bend, to climb and descend ladders; and to operate a motor vehicle and visit various city sites; possible entry into confined spaces and the use of confined entry equipment; vision to inspect site conditions and work in progress; color vision to identify hazards during inspections, The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards, with exposure to hazardous materials in some site locations. Willingness and ability to work emergency overtime and available on call, as required. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging a weight of 25 pounds, or heavier weights, in all cases with the use of proper equipment and/or assistance from other staff.

## ENVIRONMENTAL CONDITIONS

Employees work partially in an office environment with moderate noise levels and controlled temperature conditions, and partially in the field and are occasionally exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives and contractors in interpreting and enforcing departmental policies and procedures.

**CITY OF NEWARK**
**Salary Schedule Effective 12/21/25**

| | Step 1 Minimum | | | Step 2 | | | Step 3 | | | Step 4 | | | Step 5 Maximum | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Classification** | **Hourly** | **Biweekly** | **Annual** | **Hourly** | **Biweekly** | **Annual** | **Hourly** | **Biweekly** | **Annual** | **Hourly** | **Biweekly** | **Annual** | **Hourly** | **Biweekly** | **Annual** |
| Accountant | 54.64 | 4,371.20 | 113,651.20 | 57.38 | 4,590.40 | 119,350.40 | 60.25 | 4,820.00 | 125,320.00 | 63.25 | 5,060.00 | 131,560.00 | 66.42 | 5,313.60 | 138,153.60 |
| Accounting Assistant I | 38.05 | 3,044.00 | 79,144.00 | 39.96 | 3,196.80 | 83,116.80 | 41.95 | 3,356.00 | 87,256.00 | 44.05 | 3,524.00 | 91,624.00 | 46.26 | 3,700.80 | 96,220.80 |
| Accounting Assistant II | 41.84 | 3,347.20 | 87,027.20 | 43.93 | 3,514.40 | 91,374.40 | 46.12 | 3,689.60 | 95,929.60 | 48.43 | 3,874.40 | 100,734.40 | 50.86 | 4,068.80 | 105,788.80 |
| Accounting Technician I | 44.27 | 3,541.60 | 92,081.60 | 46.49 | 3,719.20 | 96,699.20 | 48.81 | 3,904.80 | 101,524.80 | 51.25 | 4,100.00 | 106,600.00 | 53.81 | 4,304.80 | 111,924.80 |
| Accounting Technician II | 48.70 | 3,896.00 | 101,296.00 | 51.14 | 4,091.20 | 106,371.20 | 53.70 | 4,296.00 | 111,696.00 | 56.38 | 4,510.40 | 117,270.40 | 59.20 | 4,736.00 | 123,136.00 |
| Administrative Assistant | 44.15 | 3,532.00 | 91,832.00 | 46.35 | 3,708.00 | 96,408.00 | 48.67 | 3,893.60 | 101,233.60 | 51.11 | 4,088.80 | 106,308.80 | 53.66 | 4,292.80 | 111,612.80 |
| Administrative Support Specialist I | 34.48 | 2,758.40 | 71,718.40 | 36.20 | 2,896.00 | 75,296.00 | 38.01 | 3,040.80 | 79,060.80 | 39.92 | 3,193.60 | 83,033.60 | 41.90 | 3,352.00 | 87,152.00 |
| Administrative Support Specialist II | 37.63 | 3,010.40 | 78,270.40 | 39.51 | 3,160.80 | 82,180.80 | 41.49 | 3,319.20 | 86,299.20 | 43.56 | 3,484.80 | 90,604.80 | 45.74 | 3,659.20 | 95,139.20 |
| Animal Control Officer | 42.90 | 3,432.00 | 89,232.00 | 45.05 | 3,604.00 | 93,704.00 | 47.30 | 3,784.00 | 98,384.00 | 49.67 | 3,973.60 | 103,313.60 | 52.15 | 4,172.00 | 108,472.00 |
| Assistant City Manager | 126.92 | 10,153.60 | 263,993.60 | Range 26 | | | | | | | | | 152.31 | 12,184.80 | 316,804.80 |
| Assistant Engineer-Civil | 57.38 | 4,590.40 | 119,350.40 | 60.25 | 4,820.00 | 125,320.00 | 63.26 | 5,060.80 | 131,580.80 | 66.41 | 5,312.80 | 138,132.80 | 69.74 | 5,579.20 | 145,059.20 |
| Assistant Maintenance Superintendent | 70.65 | 5,652.00 | 146,952.00 | Range 14 | | | | | | | | | 84.78 | 6,782.40 | 176,342.40 |
| Assistant Planner | 51.64 | 4,131.20 | 107,411.20 | 54.22 | 4,337.60 | 112,777.60 | 56.93 | 4,554.40 | 118,414.40 | 59.77 | 4,781.60 | 124,321.60 | 62.76 | 5,020.80 | 130,540.80 |
| Assistant to the City Manager | 67.29 | 5,383.20 | 139,963.20 | Range 13 | | | | | | | | | 80.75 | 6,460.00 | 167,960.00 |
| Associate Civil Engineer | 66.44 | 5,315.20 | 138,195.20 | 69.75 | 5,580.00 | 145,080.00 | 73.24 | 5,859.20 | 152,339.20 | 76.90 | 6,152.00 | 159,952.00 | 80.75 | 6,460.00 | 167,960.00 |
| Associate Planner | 59.10 | 4,728.00 | 122,928.00 | 62.07 | 4,965.60 | 129,105.60 | 65.17 | 5,213.60 | 135,553.60 | 68.42 | 5,473.60 | 142,313.60 | 71.84 | 5,747.20 | 149,427.20 |
| Building Inspector I | 56.07 | 4,485.60 | 116,625.60 | 58.87 | 4,709.60 | 122,449.60 | 61.82 | 4,945.60 | 128,585.60 | 64.91 | 5,192.80 | 135,012.80 | 68.15 | 5,452.00 | 141,752.00 |
| Building Inspector II | 58.87 | 4,709.60 | 122,449.60 | 61.82 | 4,945.60 | 128,585.60 | 64.91 | 5,192.80 | 135,012.80 | 68.15 | 5,452.00 | 141,752.00 | 71.56 | 5,724.80 | 148,844.80 |
| Building Maintenance Mechanic I | 42.01 | 3,360.80 | 87,380.80 | 44.13 | 3,530.40 | 91,790.40 | 46.32 | 3,705.60 | 96,345.60 | 48.65 | 3,892.00 | 101,192.00 | 51.08 | 4,086.40 | 106,246.40 |
| Building Maintenance Mechanic II | 46.28 | 3,702.40 | 96,262.40 | 48.59 | 3,887.20 | 101,067.20 | 51.03 | 4,082.40 | 106,142.40 | 53.59 | 4,287.20 | 111,467.20 | 56.25 | 4,500.00 | 117,000.00 |
| Chief Building Official | 96.75 | 7,740.00 | 201,240.00 | Range 20 | | | | | | | | | 117.60 | 9,408.00 | 244,608.00 |
| Chief Information Officer/Information Technology Director | 115.12 | 9,209.60 | 239,449.60 | Range 24 | | | | | | | | | 138.13 | 11,050.40 | 287,310.40 |
| Child Care Instructor | 28.15 | 2,252.00 | 58,552.00 | 29.58 | 2,366.40 | 61,526.40 | 31.06 | 2,484.80 | 64,604.80 | 32.61 | 2,608.80 | 67,828.80 | 34.27 | 2,741.60 | 71,281.60 |
| City Clerk | 81.80 | 6,544.00 | 170,144.00 | Range 17 | | | | | | | | | 98.14 | 7,851.20 | 204,131.20 |
| City Engineer | 99.44 | 7,955.20 | 206,835.20 | Range 21 | | | | | | | | | 119.33 | 9,546.40 | 248,206.40 |
| City Manager | | | | | | | | | | | | | 175.45 | 14,036.00 | 364,936.00 |
| Communications and Public Engagement Manager | 77.91 | 6,232.80 | 162,052.80 | Range 16 | | | | | | | | | 93.49 | 7,479.20 | 194,459.20 |
| Community Development Director | 115.12 | 9,209.60 | 239,449.60 | Range 24 | | | | | | | | | 138.13 | 11,050.40 | 287,310.40 |
| Community Engagement Manager | 70.65 | 5,652.00 | 146,952.00 | Range 14 | | | | | | | | | 84.78 | 6,782.40 | 176,342.40 |
| Community Preservation Manager | 77.91 | 6,232.80 | 162,052.80 | Range 16 | | | | | | | | | 93.49 | 7,479.20 | 194,459.20 |
| Community Preservation Specialist I | 46.75 | 3,740.00 | 97,240.00 | 49.09 | 3,927.20 | 102,107.20 | 51.54 | 4,123.20 | 107,203.20 | 54.12 | 4,329.60 | 112,569.60 | 56.83 | 4,546.40 | 118,206.40 |
| Community Preservation Specialist II | 51.43 | 4,114.00 | 106,964.00 | 54.00 | 4,319.92 | 112,317.92 | 56.69 | 4,535.52 | 117,923.52 | 59.53 | 4,762.56 | 123,826.56 | 62.51 | 5,001.04 | 130,027.04 |
| Community Service Officer | 43.39 | 3,471.20 | 90,251.20 | 45.55 | 3,644.00 | 94,744.00 | 47.83 | 3,826.40 | 99,486.40 | 50.22 | 4,017.60 | 104,457.60 | 52.74 | 4,219.20 | 109,699.20 |
| Crime Analyst | 57.38 | 4,590.40 | 119,350.40 | 60.25 | 4,820.00 | 125,320.00 | 63.26 | 5,060.80 | 131,580.80 | 66.41 | 5,312.80 | 138,132.80 | 69.74 | 5,579.20 | 145,059.20 |
| Deputy Community Development Director | 96.75 | 7,740.00 | 201,240.00 | Range 20 | | | | | | | | | 117.60 | 9,408.00 | 244,608.00 |
| Deputy Economic Development Director | 96.75 | 7,740.00 | 201,240.00 | Range 20 | | | | | | | | | 117.60 | 9,408.00 | 244,608.00 |
| Deputy Finance Director | 96.75 | 7,740.00 | 201,240.00 | Range 20 | | | | | | | | | 117.60 | 9,408.00 | 244,608.00 |
| Engineering Technician I | 48.39 | 3,871.20 | 100,651.20 | 50.81 | 4,064.80 | 105,684.80 | 53.35 | 4,268.00 | 110,968.00 | 56.01 | 4,480.80 | 116,500.80 | 58.82 | 4,705.60 | 122,345.60 |
| Engineering Technician II | 51.82 | 4,145.60 | 107,785.60 | 54.41 | 4,352.88 | 113,174.88 | 57.13 | 4,570.52 | 118,833.62 | 59.99 | 4,799.05 | 124,775.31 | 62.99 | 5,039.00 | 131,014.07 |
| Environmental Services Manager | 77.91 | 6,232.80 | 162,052.80 | Range 16 | | | | | | | | | 93.49 | 7,479.20 | 194,459.20 |
| Equipment Mechanic I | 43.20 | 3,456.00 | 89,856.00 | 45.36 | 3,628.80 | 94,348.80 | 47.63 | 3,810.40 | 99,070.40 | 50.00 | 4,000.00 | 104,000.00 | 52.51 | 4,200.80 | 109,220.80 |
| Equipment Mechanic II | 47.56 | 3,804.80 | 98,924.80 | 49.93 | 3,994.40 | 103,854.40 | 52.44 | 4,195.20 | 109,075.20 | 55.06 | 4,404.80 | 114,524.80 | 57.82 | 4,624.80 | 120,244.80 |
| Executive Assistant | 49.07 | 3,925.60 | 102,065.60 | 51.52 | 4,121.60 | 107,161.60 | 54.10 | 4,328.00 | 112,528.00 | 56.80 | 4,544.00 | 118,144.00 | 59.64 | 4,771.20 | 124,051.20 |
| Facilities Supervisor | 63.84 | 5,107.20 | 132,787.20 | 67.03 | 5,362.40 | 139,422.40 | 70.39 | 5,631.20 | 146,411.20 | 73.90 | 5,912.00 | 153,712.00 | 77.59 | 6,207.20 | 161,387.20 |
| Finance Director | 115.12 | 9,209.60 | 239,449.60 | Range 24 | | | | | | | | | 138.13 | 11,050.40 | 287,310.40 |
| General Laborer | 31.40 | 2,512.00 | 65,312.00 | 32.98 | 2,638.40 | 68,598.40 | 34.63 | 2,770.40 | 72,030.40 | 36.37 | 2,909.60 | 75,649.60 | 38.18 | 3,054.40 | 79,414.40 |
| Housing Policies and Programs Manager | 81.80 | 6,544.00 | 170,144.00 | Range 17 | | | | | | | | | 98.14 | 7,851.20 | 204,131.20 |
| Human Resources Director | 115.12 | 9,209.60 | 239,449.60 | Range 24 | | | | | | | | | 138.13 | 11,050.40 | 287,310.40 |
| Human Resources Technician | 45.08 | 3,606.40 | 93,766.40 | 47.34 | 3,787.20 | 98,467.20 | 49.70 | 3,976.00 | 103,376.00 | 52.19 | 4,175.20 | 108,555.20 | 54.80 | 4,384.00 | 113,984.00 |
| Information Technology Analyst | 60.27 | 4,821.60 | 125,361.60 | 63.27 | 5,061.60 | 131,601.60 | 66.45 | 5,316.00 | 138,216.00 | 69.76 | 5,580.80 | 145,100.80 | 73.25 | 5,860.00 | 152,360.00 |

**CITY OF NEWARK**
**Salary Schedule Effective 12/21/25**

| | Step 1 Minimum | | | Step 2 | | | Step 3 | | | Step 4 | | | Step 5 Maximum | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Classification** | **Hourly** | **Biweekly** | **Annual** | **Hourly** | **Biweekly** | **Annual** | **Hourly** | **Biweekly** | **Annual** | **Hourly** | **Biweekly** | **Annual** | **Hourly** | **Biweekly** | **Annual** |
| Information Technology Technician I | 44.17 | 3,533.60 | 91,873.60 | 46.38 | 3,710.28 | 96,467.28 | 48.70 | 3,895.79 | 101,290.64 | 51.12 | 4,089.60 | 106,329.60 | 53.69 | 4,295.11 | 111,672.94 |
| Information Technology Technician II | 49.47 | 3,957.60 | 102,897.60 | 51.95 | 4,156.00 | 108,056.00 | 54.53 | 4,362.40 | 113,422.40 | 57.27 | 4,581.42 | 119,116.83 | 60.13 | 4,810.40 | 125,070.40 |
| Junior Engineer-Civil | 49.57 | 3,965.60 | 103,105.60 | 52.05 | 4,164.00 | 108,264.00 | 54.65 | 4,372.00 | 113,672.00 | 57.39 | 4,591.20 | 119,371.20 | 60.26 | 4,820.80 | 125,340.80 |
| Landscape & Parks Maintenance Worker I | 39.25 | 3,140.00 | 81,640.00 | 41.20 | 3,296.00 | 85,696.00 | 43.27 | 3,461.60 | 90,001.60 | 45.43 | 3,634.40 | 94,494.40 | 47.72 | 3,817.60 | 99,257.60 |
| Landscape & Parks Maintenance Worker II | 43.22 | 3,457.60 | 89,897.60 | 45.39 | 3,631.20 | 94,411.20 | 47.65 | 3,812.00 | 99,112.00 | 50.03 | 4,002.40 | 104,062.40 | 52.53 | 4,202.40 | 109,262.40 |
| Landscape Inspector | 40.33 | 3,226.40 | 83,886.40 | 42.34 | 3,387.20 | 88,067.20 | 44.46 | 3,556.80 | 92,476.80 | 46.68 | 3,734.40 | 97,094.40 | 49.02 | 3,921.71 | 101,964.44 |
| Lead Childcare Instructor | 32.40 | 2,592.00 | 67,392.00 | 34.01 | 2,720.80 | 70,740.80 | 35.73 | 2,858.40 | 74,318.40 | 37.52 | 3,001.60 | 78,041.60 | 39.38 | 3,150.59 | 81,915.40 |
| Maintenance Superintendent | 85.90 | 6,872.00 | 178,672.00 | Range 18 | | | | | | | | | 103.07 | 8,245.60 | 214,385.60 |
| Maintenance Supervisor | 63.84 | 5,107.20 | 132,787.20 | 67.03 | 5,362.40 | 139,422.40 | 70.39 | 5,631.20 | 146,411.20 | 73.90 | 5,912.00 | 153,712.00 | 77.59 | 6,207.20 | 161,387.20 |
| Management Analyst I | 51.64 | 4,131.20 | 107,411.20 | 54.23 | 4,338.40 | 112,798.40 | 56.93 | 4,554.40 | 118,414.40 | 59.78 | 4,782.40 | 124,342.40 | 62.76 | 5,020.80 | 130,540.80 |
| Management Analyst II | 57.38 | 4,590.40 | 119,350.40 | 60.25 | 4,820.00 | 125,320.00 | 63.26 | 5,060.80 | 131,580.80 | 66.42 | 5,313.60 | 138,153.60 | 69.74 | 5,579.20 | 145,059.20 |
| Permit Technician | 43.88 | 3,510.40 | 91,270.40 | 46.07 | 3,685.60 | 95,825.60 | 48.37 | 3,869.60 | 100,609.60 | 50.79 | 4,063.20 | 105,643.20 | 53.33 | 4,266.40 | 110,926.40 |
| Police Captain | 107.44 | 8,595.20 | 223,475.20 | Range 22 - CAP | | | | | | | | | 128.94 | 10,315.20 | 268,195.20 |
| Police Chief | 124.39 | 9,951.00 | 258,726.00 | Range 26 - CHIEF | | | | | | | | | 149.27 | 11,941.20 | 310,471.20 |
| Police Lieutenant | 92.78 | 7,422.40 | 192,982.40 | Range 19 - LT | | | | | | | | | 111.33 | 8,906.40 | 231,566.40 |
| Police Officer | 63.11 | 5,048.80 | 131,268.80 | 66.27 | 5,301.60 | 137,841.60 | 69.58 | 5,566.40 | 144,726.40 | 73.06 | 5,844.80 | 151,964.80 | 76.71 | 6,136.80 | 159,556.80 |
| Police Records Supervisor | 48.39 | 3,871.20 | 100,651.20 | 50.80 | 4,064.00 | 105,664.00 | 53.34 | 4,267.20 | 110,947.20 | 56.01 | 4,480.80 | 116,500.80 | 58.82 | 4,705.60 | 122,345.60 |
| Police Sergeant | 76.54 | 6,123.20 | 159,203.20 | 80.37 | 6,429.60 | 167,169.60 | 84.38 | 6,750.40 | 175,510.40 | 88.60 | 7,088.00 | 184,288.00 | 93.03 | 7,442.40 | 193,502.40 |
| Police Support Services Manager | 81.80 | 6,544.00 | 170,144.00 | Range 17 | | | | | | | | | 98.14 | 7,851.20 | 204,131.20 |
| Principal Civil Engineer | 81.80 | 6,544.00 | 170,144.00 | Range 17 | | | | | | | | | 98.14 | 7,851.20 | 204,131.20 |
| Principal Planner | 81.80 | 6,544.00 | 170,144.00 | Range 17 | | | | | | | | | 98.14 | 7,851.20 | 204,131.20 |
| Property and Evidence Technician | 41.85 | 3,348.00 | 87,048.00 | 43.94 | 3,515.20 | 91,395.20 | 46.13 | 3,690.40 | 95,950.40 | 48.45 | 3,876.00 | 100,776.00 | 50.87 | 4,069.60 | 105,809.60 |
| Public Safety Clerk | 40.83 | 3,266.40 | 84,926.40 | 42.87 | 3,429.60 | 89,169.60 | 45.01 | 3,600.80 | 93,620.80 | 47.26 | 3,780.80 | 98,300.80 | 49.63 | 3,970.40 | 103,230.40 |
| Public Safety Dispatch Supervisor | 57.90 | 4,632.00 | 120,432.00 | 60.79 | 4,863.20 | 126,443.20 | 63.83 | 5,106.40 | 132,766.40 | 67.03 | 5,362.12 | 139,415.09 | 70.37 | 5,629.60 | 146,369.60 |
| Public Safety Dispatcher | 50.09 | 4,007.20 | 104,187.20 | 52.60 | 4,208.00 | 109,408.00 | 55.22 | 4,417.60 | 114,857.60 | 57.98 | 4,638.40 | 120,598.40 | 60.88 | 4,870.40 | 126,630.40 |
| Public Works Director | 115.12 | 9,209.60 | 239,449.60 | Range 24 | | | | | | | | | 138.13 | 11,050.40 | 287,310.40 |
| Public Works Inspector | 58.88 | 4,710.40 | 122,470.40 | 61.83 | 4,946.40 | 128,606.40 | 64.92 | 5,193.60 | 135,033.60 | 68.16 | 5,452.80 | 141,772.80 | 71.57 | 5,725.60 | 148,865.60 |
| Recreation and Community Services Director | 115.12 | 9,209.60 | 239,449.60 | Range 24 | | | | | | | | | 138.13 | 11,050.40 | 287,310.40 |
| Recreation and Community Services Supervisor I | 57.39 | 4,591.20 | 119,371.20 | 60.26 | 4,820.80 | 125,340.80 | 63.26 | 5,060.80 | 131,580.80 | 66.44 | 5,315.20 | 138,195.20 | 69.75 | 5,580.00 | 145,080.00 |
| Recreation and Community Services Supervisor II | 63.27 | 5,061.60 | 131,601.60 | 66.45 | 5,316.00 | 138,216.00 | 69.76 | 5,580.80 | 145,100.80 | 73.25 | 5,860.00 | 152,360.00 | 76.91 | 6,152.80 | 159,972.80 |
| Recreation Coordinator | 45.18 | 3,614.40 | 93,974.40 | 47.43 | 3,794.40 | 98,654.40 | 49.81 | 3,984.80 | 103,604.80 | 52.30 | 4,184.00 | 108,784.00 | 54.91 | 4,392.80 | 114,212.80 |
| Red Light Photo Enforcement Technician | 41.63 | 3,330.40 | 86,590.40 | 43.71 | 3,496.80 | 90,916.80 | 45.90 | 3,672.00 | 95,472.00 | 48.19 | 3,855.20 | 100,235.20 | 50.61 | 4,048.80 | 105,268.80 |
| Senior Accountant | 63.27 | 5,061.60 | 131,601.60 | 66.45 | 5,316.00 | 138,216.00 | 69.76 | 5,580.80 | 145,100.80 | 73.25 | 5,860.00 | 152,360.00 | 76.91 | 6,152.80 | 159,972.80 |
| Senior Administrative Support Specialist | 41.40 | 3,312.00 | 86,112.00 | 43.47 | 3,477.60 | 90,417.60 | 45.65 | 3,652.00 | 94,952.00 | 47.93 | 3,834.40 | 99,694.40 | 50.33 | 4,026.40 | 104,686.40 |
| Senior Building Inspector | 61.52 | 4,921.60 | 127,961.60 | 64.59 | 5,167.20 | 134,347.20 | 67.82 | 5,425.60 | 141,065.60 | 71.21 | 5,696.80 | 148,116.80 | 74.78 | 5,982.40 | 155,542.40 |
| Senior Building Maintenance Mechanic | 50.97 | 4,077.60 | 106,017.60 | 53.52 | 4,281.60 | 111,321.60 | 56.18 | 4,494.40 | 116,854.40 | 59.01 | 4,720.80 | 122,740.80 | 61.94 | 4,955.20 | 128,835.20 |
| Senior Civil Engineer | 78.40 | 6,272.00 | 163,072.00 | 82.32 | 6,585.60 | 171,225.60 | 86.44 | 6,915.20 | 179,795.20 | 90.77 | 7,261.60 | 188,801.60 | 95.28 | 7,622.40 | 198,182.40 |
| Senior Equipment Mechanic | 52.36 | 4,188.80 | 108,908.80 | 54.97 | 4,397.60 | 114,337.60 | 57.72 | 4,617.60 | 120,057.60 | 60.62 | 4,849.60 | 126,089.60 | 63.65 | 5,092.00 | 132,392.00 |
| Senior Information Technology Analyst | 66.44 | 5,315.20 | 138,195.20 | 69.75 | 5,580.00 | 145,080.00 | 73.24 | 5,859.20 | 152,339.20 | 76.90 | 6,152.00 | 159,952.00 | 80.75 | 6,460.00 | 167,960.00 |
| Senior Landscape & Parks Maintenance Worker | 47.59 | 3,807.20 | 98,987.20 | 49.97 | 3,997.60 | 103,937.60 | 52.48 | 4,198.40 | 109,158.40 | 55.09 | 4,407.20 | 114,587.20 | 57.84 | 4,627.20 | 120,307.20 |
| Senior Landscape Inspector | 47.59 | 3,807.20 | 98,987.20 | 49.97 | 3,997.60 | 103,937.60 | 52.48 | 4,198.40 | 109,158.40 | 55.09 | 4,407.20 | 114,587.20 | 57.84 | 4,627.20 | 120,307.20 |
| Senior Management Analyst | 66.02 | 5,281.60 | 137,321.60 | 69.33 | 5,546.40 | 144,206.40 | 72.79 | 5,823.20 | 151,403.20 | 76.43 | 6,114.40 | 158,974.40 | 80.25 | 6,420.00 | 166,920.00 |
| Senior Planner | 68.42 | 5,473.60 | 142,313.60 | 71.84 | 5,747.20 | 149,427.20 | 75.43 | 6,034.40 | 156,894.40 | 79.21 | 6,336.80 | 164,756.80 | 83.17 | 6,653.60 | 172,993.60 |
| Senior Street Maintenance Worker | 47.60 | 3,808.00 | 99,008.00 | 49.98 | 3,998.40 | 103,958.40 | 52.48 | 4,198.40 | 109,158.40 | 55.10 | 4,408.00 | 114,608.00 | 57.86 | 4,628.80 | 120,348.80 |
| Strategic Initiatives Manager | 85.90 | 6,872.00 | 178,672.00 | Range 18 | | | | | | | | | 103.07 | 8,245.60 | 214,385.60 |
| Street Maintenance Worker I | 39.25 | 3,140.00 | 81,640.00 | 41.20 | 3,296.00 | 85,696.00 | 43.27 | 3,461.60 | 90,001.60 | 45.43 | 3,634.40 | 94,494.40 | 47.72 | 3,817.60 | 99,257.60 |
| Street Maintenance Worker II | 43.22 | 3,457.60 | 89,897.60 | 45.38 | 3,630.48 | 94,392.48 | 47.65 | 3,812.00 | 99,112.00 | 50.03 | 4,002.40 | 104,062.40 | 52.53 | 4,202.40 | 109,262.40 |
| Urban Forest Supervisor | 55.75 | 4,460.00 | 115,960.00 | 58.54 | 4,683.20 | 121,763.20 | 61.47 | 4,917.60 | 127,857.60 | 64.54 | 5,163.20 | 134,243.20 | 67.78 | 5,422.40 | 140,982.40 |
| Vehicle Abatement Officer | 34.29 | 2,743.20 | 71,323.20 | 35.99 | 2,879.20 | 74,859.20 | 37.80 | 3,024.00 | 78,624.00 | 39.70 | 3,176.00 | 82,576.00 | 41.67 | 3,333.60 | 86,673.60 |

of Newark
NEWARK
california

**Human Resources Department**
37101 Newark Boulevard
Newark, CA 94560

To: Newark Association of Miscellaneous Employees (NAME)

From: David Benoun, City Manager
Brittney Frye, Human Resources Director

Subject: Side Letter of Agreement Between the City of Newark and the Newark Association of Miscellaneous Employees – Community Preservation Specialist I/II

Date: December 12, 2025

This side letter of agreement is entered into by and between the City of Newark ("City") and the Newark Association of Miscellaneous Employees ("NAME") to modify language within the Memorandum of Understanding ("MOU") covering the term July 1, 2025, through June 30, 2028. The purpose of this Side Letter is to update the classification structure within the bargaining unit by deleting the current Community Preservation Specialist classification and adding the classification of Community Preservation Specialist I/II.

WHEREAS the City seeks to establish the new classification of Community Preservation Specialist I/II; and

WHEREAS, the City and NAME desire to have NAME serve as the sole and exclusive bargaining representative for the Community Preservation Specialist I/II position; and

WHEREAS the Parties wish to enter into a side letter clarifying and memorializing the Parties' agreement.

NOW, THEREFORE the Parties agree to amend the MOU to add the Community Preservation Specialist I/II classification and delete the Community Preservation Specialist Classification from Section V. and Attachment A.

The classification salary shall be as follows:

| Classification Tier | Hourly Salary Steps | | | | |
|---|---|---|---|---|---|
| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| Community Preservation Specialist I | $46.75 | $49.09 | $51.54 | $54.12 | $56.83 |
| Community Preservation Specialist II | $51.43 | $54.00 | $56.69 | $59.53 | $62.51 |

This side letter will become effective on December 21, 2025, after approval by the City Council, and shall remain in effect for the duration of the MOU.

Dated: _____

For the City of Newark:

_____
David J. Benoun, City Manager

For the Newark Association of Miscellaneous Employees:

_____
Angela Montez, NAME President

# STAFF REPORT

Item D. 7.

| | |
|---|---|
| **DATE** | 12/11/2025 |
| **TO** | Honorable Mayor and City Council Members |
| **FROM** | Krysten Lee, Finance Director |
| **SUBJECT** | Adopt a resolution accepting the Development Impact Fee Annual and Five-Year Report for the period ending June 30, 2025, and approving findings for each fee imposed by the City of Newark in compliance with the Mitigation Fee Act (Gov. Code §§ 66000 – 66008) |

## SUMMARY AND RECOMMENDATION

Assembly Bill (AB) 1600, codified in Government Code Sections 66000–66008 (the "Mitigation Fee Act"), establishes annual reporting and five-year review requirements for all development impact fees (DIFs). The Annual and Five-Year Development Impact Fee Report for the period ending June 30, 2025 provides the required disclosure of fee balances, revenues, interest/fair-market-value adjustments, and expenditures for Fiscal Years 2017-18 through 2024-25.

Staff recommends that the City Council accept the report and adopt a resolution making the required findings for each DIF. Acceptance of this report maintains statutory compliance.

## BACKGROUND

The Mitigation Fee Act (Gov. Code §§ 66000–66008) authorizes cities to impose development impact fees to mitigate the effects of new development on public infrastructure and services. The Act requires agencies to prepare (1) an annual report within 180 days of each fiscal year-end and (2) five-year findings for any unexpended fee balances.

These reports must disclose beginning and ending balances, fees collected, interest and fair-market-value adjustments, expenditures by project, and any interfund loans. Five-year findings must also reaffirm the purpose of each fee, demonstrate the reasonable relationship between the fee and planned improvements, and identify remaining funding needs and approximate timelines.

The attached Annual and Five-Year Development Impact Fee Report consolidates these requirements for all DIF programs for Fiscal Year 2017-18 through Fiscal Year 2024-25, improving transparency and simplifying City Council review compared to prior

years' separate schedules.

**DISCUSSION/ANALYSIS**

Under AB1600, Government Code Section 66006(b), each Development Impact Fee (DIF) account or fund established under the Mitigation Fee Act must submit an annual report within 180 days after the fiscal year's end.

This report is required to include:

1. A brief description of the fee program.
    - Found in the discussion section for each fee.
2. The amount of the fee.
    - Found in the discussion section for each fee.
3. Beginning and ending balances of the fee program.
    - Annual balances are found in the Summary of Fund Revenue & Expenditures for each DIF.
4. Amount of fees collected, interest earned, and transfers/loans.
    - Annual balances are found on the Summary of Fund Revenue & Expenditures for each DIF and identification of each public improvement.
5. The expenditures on each project. The total percentage of the cost of the public improvements is funded by development impact fees.
    - Project detail, when available, is found in the Summary of Expenditures for each DIF. The percentage of the cost that was funded with fees is 100% unless otherwise stated.
6. A description of each interfund transfer or loan. The date the loan will be repaid, the rate of interest, and a description of public improvement.
    - This information is provided in the Nexus reports in the Appendices.
7. A description of each interfund transfer or loan from the account or fund, specifying the public improvement for which the fees will be used. For interfund loans, this includes the repayment date and applicable interest rate.
    - No loans are covered by new revenues.
8. The number of refunds made to property owners.
    - This section does not apply.

This report, prepared in accordance with Government Code Section 66006(b)(1), provides an overview of each fee account, summarizing the beginning and ending balances, fees collected, interest earned, and expenditures for Fiscal Year 2024-25.

Beginning and Ending Balances of Funds (Sec. 66006(b)(1)(C))

The table below shows the beginning and ending balances for each fee account. Ending balances were calculated by adding the collected fees and interest to each account and subtracting expenditures. Detailed information on fees collected, interest earned, and expenditures for each account is provided in subsequent sections of this report.

| Balances | Public Safety | Community Service | Transportation Facilities | Housing Impact | Park Impact |
|---|---|---|---|---|---|

| | Facilities | Facilities | | | |
|---|---|---|---|---|---|
| Beginning Balance (7/1/24) | $1,590,278 | $1,093,624 | $12,887,269 | $33,592,065 | $7,725,992 |
| Ending Balance (6/30/25) | $1,817,513 | $1,277,558 | $13,501,071 | $36,368,784 | $8,728,274 |

Fees Collected and Interest Earned (Sec. 66006(b)(1)(D))
The table below shows the total fees collected and interest earned for each account in Fiscal Year 2024-25.

| Balances | Public Safety Facilities | Community Service Facilities | Transportation Facilities | Housing Impact | Park Impact |
|---|---|---|---|---|---|
| Fees Collected | $157,608 | $134,968 | $431,131 | $1,379,001 | $862,064 |
| Interest Earned/FMV* | $69,628 | $48,967 | $537,219 | $1,416,735 | $333,886 |

* Includes interest earnings and unrealized fair-market-value (FMV) gains or losses in accordance with GASB reporting requirements.

Expenditures (Sec. 66006(b)(1)(E))
This section identifies each public improvement funded by DIFs, including the total amount expended and the percentage of the project cost covered by these fees.

| Improvement | Fee Used | Amount of Fees Expended | Percent of Cost Funded By Fees to Date |
|---|---|---|---|
| CIP001014 - Central Avenue Overpass Project Development Phase I | Transportation | $ 305,512 | 100% |
| CIP001361 - Traffic Signal Interconnect | Transportation | $ 49,037 | 100% |

| | | | |
|---|---|---|---|
| In-House Homeless Management Info. System (HMIS) Match | Housing | $ 3108 | 100% |
| Affordable Housing Program Management Services | Housing | $ 15,909 | 100% |
| Parks Master Plan | Park | $ 70,565 | 100% |
| CIP001272 - Citywide Parks Signage Program – Phase 1 | Park | $ 19,851 | 100% |
| CIP001273 - Mel Nunes Sportsfield Park Softball Outfield Net | Park | $ 28,450 | 100% |
| CIP001338 - Cricket Pitch feasibilty analysis | Park | $ 4,473 | 100% |
| CIP001339 - Mel Nunes Sportsfield Park | Park | $ 70,331 | 100% |

The city also collects other fees, such as the Community Development Maintenance fee and the Art In Public Places fee from developers at the building permit stage.

| Balances | Community Development Maintenance Fee | Art In Public Places Fee |
|---|---|---|
| Beginning Balance | $4,262,151 | $1,952,555 |
| Fees Collected/Investment Earnings | $797,078 | $105,412 |
| Expenditures | $1,357,835 | $224,531 |
| Ending Balance | $3,701,394 | $1,833,436 |

Five-Year Findings (Gov. Code Section 66001(d))
In compliance with Government Code Section 66001(d), this report also includes five-year findings for Fiscal Year 2017-18 through Fiscal Year 2024-25 for any unexpended funds. These findings address:

1. The purpose of the fee expenditure.
2. The reasonable relationship between the fee and the purpose used.
3. All sources and amounts of funding anticipated to complete financing for incomplete improvements.
4. The approximate dates on which the funding referred to in subparagraph (3) above are deposited into the appropriate account or fund.

These findings are included in the attached DIF report for City Council review.

**FISCAL IMPACT**

There is no fiscal impact associated with this action. The report summarizes prior-year activity already recorded in the City's financial system. Acceptance of the report does not authorize new appropriations or expenditures.

**REVIEW AND APPROVAL**

Prepared by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - Lenka Hovorka, Assistant City Manager

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**Attachments**

Resolution - Development Impact Fees

Exhibit_1_Five-Year DIF Report_June 30, 2025

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK, CALIFORNIA, ACCEPTING THE DEVELOPMENT IMPACT FEE ANNUAL AND FIVE-YEAR REPORT FOR THE PERIOD ENDING JUNE 30, 2025, AND MAKING FINDINGS AS REQUIRED BY THE MITIGATION FEE ACT

WHEREAS, the Mitigation Fee Act, Government Code Section 66000 et seq., authorizes the City of Newark ("City") to impose, collect, and expend mitigation fees to offset the impacts of development within the City; and

WHEREAS, pursuant to its authority under the Mitigation Fee Act (Government Code §§ 66000 et seq.) the City Council established, adopted, and imposed a Public Safety Impact Fee, Community Service Impact Fee, Transportation Impact Fee, Residential and Non-Residential Housing Impact Fee and Park Impact Fee (collectively, the "Fees"); and

WHEREAS, the City has deposited all Fees in separate non-commingled funds ("Funds") established for such a purpose; and

WHEREAS, pursuant to California Government Code Section 66006(b), the City is required to prepare an annual report providing the following information about each Fee:

1. A brief description of the fee program.
2. The amount of the fee.
3. Beginning and ending balances of the fee program.
4. Amount of fees collected, interest earned, and transfers/loans.
5. The expenditures on each project. The total percentage of the cost of the public improvement is funded with development impact fees.
6. A description of each interfund transfer or loan. The date the loan will be repaid, the rate of interest, and a description of the public improvement.
7. A description of each interfund transfer or loan from the account or fund, specifying the public improvement for which the fees will be used. For interfund loans, this includes the repayment date and applicable interest rate.
8. The number of refunds made to property owners.

WHEREAS, the City has made available to the public within one hundred eighty (180) days following the last day of the fiscal year the annual accounting information ("Annual Report") required by the Mitigation Fee Act related to each of the Fees; and

WHEREAS, the Mitigation Fee Act further requires that the City of Newark conduct a comprehensive review every five years, with findings for each DIF account that remains unexpended, addressing:

1. The purpose of the fee expenditure.
2. The reasonable relationship between each fee and its intended purpose.
3. All anticipated sources and amounts of funding to complete financing for any incomplete improvements.

4. The approximate dates on which funding is expected to be deposited into the appropriate account or fund.

WHEREAS, the Development Impact Fee Annual and Five-Year Report for the period ending June 30, 2025, has been prepared by staff in compliance with the Mitigation Fee Act, covering Fiscal Years 2017-18 through 2024-25. This consolidated report includes the annual and five-year findings required by Government Code Sections 66006(5) and 66001(d), has been made publicly available at least fifteen days before this meeting, and is attached as Exhibit No. 1; and

WHEREAS, the City Council must adopt a resolution making certain findings in the event that any Development Impact Fees remain unexpended for more than five years and thus this resolution serves to meet that requirement; and

WHEREAS, notice of the meeting at which this resolution was considered by the City Council was provided to those on record with the City Clerk requesting such notice.

NOW, THEREFORE, BE IT RESOLVED that the above recitals are true and correct and incorporated herein.

BE IT FURTHER RESOLVED that the City Council of the City of Newark hereby finds and determines as follows:

1. In accordance with Government Code Section 66006(b), the City Council has reviewed and approves the Annual and Five-Year Development Impact Fee Report for the period ending June 30, 2025, which is attached to this Resolution as Exhibit 1, and is also placed on file with the City Clerk.

2. The City Council makes the findings required by Government Code Section 66001(d), as set forth in the Annual and Five-Year Development Impact Fee Report for the period ending June 30, 2025, which is attached to this resolution as Exhibit 1, and is also placed on file with the City Clerk.

3. Pursuant to these findings, and at this time, there shall not be a refund of any unexpended Fees.

BE IT FURTHER RESOLVED that the City Council of the City of Newark hereby determines that the reports comply with the requirements of Assembly Bill 1600.

City Of Newark

# Development Impact Fee Annual and Five-Year Report as of June 30, 2025

**Overview and Legal Requirements for Development Impact Fee Reporting**

The following is a definition of development impact fees (DIFs) written for the League of California Cities - City Attorney Department:

"A development impact fee is a monetary exaction other than a tax or special assessment that is charged by a local governmental agency to an applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project (Gov. Code § 66000(b).) The legal requirements for enactment of development impact fee program are set forth in Government Code §§ 66000 66025 (the 'Mitigation Fee Act'), the bulk of which were adopted as 1987's AB 1600 and thus are commonly referred to as 'AB 1600 requirements.' A development impact fee is not a tax or special assessment; by its definition, a fee is voluntary and must be reasonably related to the cost of the service provided by the local agency. If a development impact fee does not relate to the impact created by development or exceeds the reasonable cost of providing the public service, then the fee may be declared a special tax and must then be subject to a two-thirds voter approval. (Cal. Const., Art. XIII A, § 4.)"[1]

Government Code Sections 66000 through 66008 are found in Appendix A of the Initial Report.

For each account or fund established under the Mitigation Fee Act, the following information is required to be reported annually within 180 days after the end of the fiscal year: (The following is a paraphrase of GC § 66006(b)(1) with actions taken.)

1. A brief description of the fee program.
    - Found in the discussion section for each fee.

2. The amount of the fee.
    - Found in the discussion section for each fee.

3. Beginning and ending balances of the fee program.
    - Annual balances found on the Summary of Fund Revenue & Expenditures for each DIF.

4. Amount of fees collected, interest earned, and transfers/loans.
    - Annual balances found on the Summary of Fund Revenue & Expenditures for each DIF. An identification of each public improvement.

5. The expenditures on each project. The total percentage of the cost of the public improvement is funded with development impact fees.
    - Project detail, when available, is found in the Summary of Expenditures for each DIF. The percentage of the cost that was funded with fees is 100% unless otherwise stated.

[1] A *Short Overview of Development Impact Fees,* Brown, Peter N. & Lyons, Graham, League of California Cities, 2003

6. A description of each interfund transfer or loan. The date the loan will be repaid, the rate of interest, and a description of the public improvement.
    - This information is provided in the Nexus reports in the Appendices.

7. A description of each interfund transfer or loan from the account or fund, specifying the public improvement for which the fees will be used. For interfund loans, this includes the repayment date and applicable interest rate.
    - No loans covered by new revenues

8. The number of refunds made to property owners.
    - This section does not apply

This report provides a five-year summary of the City of Newark's development impact fee programs, in compliance with Government Code Section 66001. Every five years after the initial deposit into the fund, additional findings are required. This report includes those findings for Fiscal Years (FY) 2017-18 through 2024-25. City staff are currently undertaking a new Development Impact Fee Study for 2026, which will address the following statutory requirements:

1. The purpose of the fee expenditure.

2. The reasonable relationship between the fee and the purpose used.

3. All sources and amounts of funding anticipated to complete financing in incomplete improvements.

4. The approximate dates on which the funding is referred to in subparagraph (3) above are deposited into the appropriate account or fund.

The supporting documents for this report have been added to the appendices at the end of the report. The appendices contain the following documents:

- Appendix A: Resolution No. 11,751
- Appendix B: Resolution No. 8051
- Appendix C: *Public Safety and Community Service Facilities Development*
- *Impact Fee Nexus Study*
- Appendix D: Resolution No. 10,633
- Appendix E: Resolution No. 10,634
- Appendix F: *City of Newark Transportation Impact Fee Nexus Study*
- Appendix G: Resolution No. 10,635
- Appendix H: Resolution No. 8802
- Appendix I: *Newark Affordable Housing Fee Study*
- Appendix J: Resolution No. 10,184
- Appendix K: *Residential Nexus Analysis, Newark, California*
- Appendix L: Resolution No. 10,132
- Appendix M: Resolution No. 10505

- Appendix N: *Park and Recreation Facility Development Impact Fee Study*

More detailed information on the various development impact fee programs is available. Master plans, the City's Biennial Budget and Capital Improvement Plan are all made public on the City's website.

The City does not earmark impact fees for any specific project as revenues come in. This report is accurate as of the time of publication. Any proposed plans are subject to change based on City Council action.

**Summary of Findings**

The following summarizes the findings of this Report:

1. FINDING #1 - Given the length of time between the last DIF updates, the City Council should consider a general update to all the Nexus Reports and DIFs.

   Response: City Staff is conducting a comprehensive Development Impact Fee (DIF) Study for 2026, which will update all Nexus Reports and DIFs to reflect current costs, align with growth projections, and comply with legal requirements. The study will assess existing fees, ensure equitable allocation across development types, and integrate recent legislation to maintain compliance with the Mitigation Fee Act.

2. FINDING #2 - Revenue and Cost Specialists (RCS), the City's Development Impact Fee study consultant, recommends establishing a separate Park Development Impact Fee (DIF) specifically for fees that meet Quimby Act requirements. Quimby Act fees should be maintained in a distinct fund, separate from revenue generated under the Mitigation Fee Act, as Quimby Act funds uniquely allow for the rehabilitation of existing parks.

   Response: The 2026 Development Impact Fee Update and Nexus Studies will evaluate whether adopting a Quimby Act–based park dedication and fee program is appropriate for Newark. The City has not yet decided whether to implement Quimby. The study will compare the Quimby Act and Mitigation Fee Act frameworks and identify which option best supports the City's parkland and recreational facility needs. If Quimby is recommended, the study will outline requirements for establishing a separate Quimby-eligible fee and account. If not, updated Park Development Impact Fees will be provided under the Mitigation Fee Act. This approach maintains policy flexibility while ensuring a data-driven, compliant funding strategy.

3. FINDING #3 - Based on this Five-Year Report, it is clear that the DIFs have been committed or spent within the five-year period required by law.

   Response: The Five-Year Report confirms that Development Impact Fees (DIFs) have been appropriately committed or spent within the legally required five-year period, demonstrating compliance with statutory timelines and responsible fund management.

**Overall Summary Schedule of Revenues & Expenditures**

The schedule on the following page shows all of the DIFs.

**Detail for Individual DIFs**

The detail for each fee follows the Summary Schedule in sequence by fund number:

Fund 620 - Public Safety Impact Fee Fund..... 6
Fund 621 - Community Service Impact Fee Fund..... 11
Fund 622 - Transportation Impact Fee Fund..... 16
Fund 401 - Non-Residential Housing Impact Fee Fund..... 21
Fund 403 - Affordable Housing Impact Fee Fund..... 26
Fund 623 - Residential & Non-Residential Housing Impact Fee Fund..... 31
Fund 624 - Park Impact Fee Fund..... 37
Appendices..... 42

CITY OF NEWARK
SUMMARY OF DEVELOPMENT IMPACT FEE REVENUES & EXPENDITURES
BY
DEVELOPMENT IMPACT FUND
FROM FY 2017-18 THROUGH 2024-25

| Funds | PRIOR BALANCE | REVENUES | | | | EXPENDITURES | | | AVAILABLE BALANCE |
|---|---|---|---|---|---|---|---|---|---|
| | | DIF | INTEREST/FMV | NON-DIF REV. TSFR IN | TOTAL | OUTLAY | TSFR OUT | TOTAL | |
| NON-RESIDENTIAL HOUSING FUND (401) [a] | 537,170.29 | - | 39,194.48 | - | 39,194.48 | 6,852.00 | - | 6,852.00 | 569,512.77 |
| RESIDENTIAL INCLUSIONARY HOUSING FUND (403) [b] | 9,276,857.41 | 11,506,281.47 | 710,219.31 | - | 12,216,500.78 | - | - | - | 21,493,358.19 |
| Housing Impact Fee Funds Before FY 2020-21 | $ 9,814,027.70 | $ 11,506,281.47 | $ 749,413.79 | $ - | $ 12,255,695.26 | $ 6,852.00 | $ - | $ 6,852.00 | $ 22,062,870.96 |
| PUBLIC SAFETY FUND (620) | 1,251,448.28 | 5,058,816.46 | 339,093.02 | - | 5,397,909.48 | 4,831,844.68 | - | 4,831,844.68 | 1,817,513.08 |
| COMMUNITY SERVICE FUND (621) | 2,601,237.05 | 4,004,287.82 | 410,221.49 | - | 4,414,509.31 | 5,738,188.03 | - | 5,738,188.03 | 1,277,558.33 |
| TRAFFIC FUND (622) | 3,628,723.59 | 9,814,853.08 | 1,773,626.85 | - | 11,588,479.93 | 1,716,132.96 | - | 1,716,132.96 | 13,501,070.56 |
| RESIDENTIAL & NON-RESIDENTIAL HOUSING FUND (623) [c] | 22,062,870.96 | 21,743,772.90 | 5,219,165.63 | - | 26,962,938.53 | 164,510.25 | - | 164,510.25 | 48,861,299.24 |
| PARK IMPACT FEES FUND (624) | 5,725,974.07 | 8,870,039.09 | 1,100,570.64 | - | 9,970,609.73 | 6,968,309.65 | - | 6,968,309.65 | 8,728,274.15 |
| SUMMARY | $ 35,270,253.95 | $ 49,491,769.35 | $ 8,842,677.63 | $ - | $ 58,334,446.98 | $ 19,418,985.57 | $ - | $ 19,418,985.57 | $ 74,185,715.36 |

a. In 2021, the Non-Residential and Inclusionary Housing Impact Fees were consolidated into Fund 623, with the Non-Residential Fee fund balance transferred accordingly.
b. In 2021, the Non-Residential and Inclusionary Housing Impact Fees were consolidated into Fund 623, with the Inclusionary Housing Impact Fee fund balance transferred accordingly.
c. In FY 2021, City consolidated its two Housing Impact Fee Funds, Non-Residential (Fund 401) and Affordable Housing (Fund 403), into Fund 623.

# PUBLIC SAFETY FACILITIES FUND (620)

**Overview**

The City established a Public Safety Impact Fee with Resolution No. 8051 (Appendix B), which was adopted on July 27, 2000. The adopted fees were effective on September 26, 2000. The fees were based on the *Newark Impact Fee Study* report, dated July 2000.

The enabling Resolution stated, "…The purpose of the Capital Facilities Fee is to provide adequate capital facilities improvements to serve new development in the City." (Res. No. 8051, Sec. 3).

In FY 2016-17, the City adopted Resolution No. 10,633 (Appendix D), updating the Public Safety Impact Fees to reflect the change in cost between 2000 and 2017. Resolution 10,633 was adopted on May 25, 2017, and the fees became effective 60 days later. Inclusion of the Keyser Marston Associates, *Public Safety and Community Service Facilities Development Impact Fee Nexus Study* (Appendix C) in Resolution 10,633 identifies the Public Safety development-related projects. It also acts as a mechanism to *commit* the revenues generated by the DIF to these projects.

The 2017 Keyser Marston Associates Nexus Study indicated that the total for Public Safety development-related projects would cost $42,808,380 in FY 2016-17 dollars.

Beginning in FY 2017-18 and ending in FY 2024-25, the City has collected, with interest, $5,397,910, or about 13% of the $42.8 million cited in the Keyer Marston Associates Nexus Study.

Since the inception of the Development Impact Fee (DIF), the City has periodically adjusted the fee using the Engineering News-Record to account for inflation and increasing City costs. In FY 2024-25, the fee decreased slightly by 0.9% based on the San Francisco Engineering News Record Construction Cost Index and was incorporated as part of the Master Fee Schedule Update. Each time the DIF was updated, the City established the revised fee through a resolution. Resolution No. 11,751 (Appendix A), adopted on June 12, 2025, is the most recent resolution by the City Council, setting the DIF at its current rate.

**Public Safety DIF Expenditures**

The schedule on the next page has two parts. The top part shows the projects associated with this fund. Prior to FY 2020-21, the Public Safety DIF was accounted for under the Capital Projects Fund (401). After FY 2020-21, the Public Safety DIF was accounted for in its own fund, the Public Safety Facilities Impact Fee Fund (620). The total expenditure for Public Safety DIF projects as of June 30, 2025, was $4,831,845.

The bottom part shows the fiscal year revenues that financed the projects. This bottom part is necessary to assure compliance with the fiscal year expenditure requirements of the Mitigation Fee Act and AB-602.

**CITY OF NEWARK**
**SUMMARY OF DEVELOPMENT IMPACT FEE ANNUAL EXPENDITURES**
**FOR**
**PUBLIC SAFETY IMPACT FEE (620) FUND**
**FROM FY 2017-18 THROUGH 2024-25**

| EXPENDITURES | PRIOR YRS | FY 2018 | FY 2019 | FY 2020 | FY 2021 | FY 2022 | FY 2023 | FY 2024 | FY 2024-25 | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|
| Police Center at the Civic Center | - | - | - | - | - | 4,831,844.69 | - | - | - | 4,831,844.69 |
| **TOTAL** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$4,831,844.69** | **$ -** | **$ -** | **$ -** | **$4,831,844.69** |

| APPLIED TO FISCAL YEAR | PRIOR YRS | FY 2018 | FY 2019 | FY 2020 | FY 2021 | FY 2022 | FY 2023 | FY 2024 | FY 2024-25 | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|
| FY 2017-18 | - | - | - | - | - | 2,367,818.37 | - | - | - | 2,367,818.37 |
| FY 2018-19 | - | - | - | - | - | 828,493.74 | - | - | - | 828,493.74 |
| FY 2019-20 | - | - | - | - | - | 599,095.31 | - | - | - | 599,095.31 |
| FY 2020-21 | - | - | - | - | - | 1,036,437.26 | - | - | - | 1,036,437.26 |
| FY 2021-22 | - | - | - | - | - | 0.01 | - | - | - | 0.01 |
| FY 2022-23 | - | - | - | - | - | - | - | - | - | - |
| FY 2023-24 | - | - | - | - | - | - | - | - | - | - |
| FY 2024-25 | - | - | - | - | - | - | - | - | - | - |
| **APPLIED TOTAL** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$4,831,844.69** | **$ -** | **$ -** | **$ -** | **$4,831,844.69** |

**Summary of Revenues and Expenditures**

The schedule on the next page is divided vertically into two major sections: Revenues and Expenditures. The Revenue section shows the DIF collections by fiscal year and the interest assigned to the fee balance.

The Expenditures section shows the project costs assigned to that year's revenues. These costs are the "row" totals from the bottom section of the prior schedule. The expenditure section aims to show when a year's DIFs were spent to show compliance with the Mitigation Fee Act and AB-602.

**Findings**

Findings are presented in each DIF section and summarized at the beginning of this report.

1. Given the length of time between the last DIF update, the City Council should consider an update to the Nexus Report and DIFs.

   Response: City Staff is conducting a comprehensive Development Impact Fee (DIF) Study for 2026, which will update all Nexus Reports and DIFs to reflect current costs, align with growth projections, and comply with legal requirements. The study will assess existing fees, ensure equitable allocation across development types, and integrate recent legislation to maintain compliance with the Mitigation Fee Act.

2. Based on this Five-Year Report, Public Safety DIFs have been *committed* via the Nexus Report or spent within the five-year period required by the Mitigation Fee Act.

   Response: The Five-Year Report confirms that Development Impact Fees (DIFs) have been appropriately committed or spent within the legally required five-year period, demonstrating compliance with statutory timelines and responsible fund management.

**CITY OF NEWARK**
**SUMMARY OF DEVELOPMENT IMPACT FEE ANNUAL EXPENDITURES**
**FOR**
**PUBLIC SAFETY IMPACT FEE (620) FUND**
**FROM FY 2017-18 THROUGH 2024-25**

| | | REVENUES | | | | EXPENDITURES | | | |
|---|---|---|---|---|---|---|---|---|---|
| FISCAL YEAR | PRIOR BALANCE | DIF | INTEREST/FMV | NON-DIF REV. TSFR IN | TOTAL | OUTLAY | TXFR OUT | TOTAL | AVAILABLE BALANCE |
| FY 2017-18 | 1,251,448.28 | 1,076,948.61 | 39,421.48 | - | 1,116,370.09 | 2,367,818.37 | - | 2,367,818.37 | - |
| FY 2018-19 | - | 732,918.72 | 95,575.02 | - | 828,493.74 | 828,493.74 | - | 828,493.74 | - |
| FY 2019-20 | - | 555,019.00 | 44,076.31 | - | 599,095.31 | 599,095.31 | - | 599,095.31 | - |
| FY 2020-21 | - | 1,022,072.10 | 14,365.16 | - | 1,036,437.26 | 1,036,437.26 | - | 1,036,437.26 | - |
| FY 2021-22 | - | 630,621.88 | 3,965.42 | - | 634,587.30 | - | - | - | 634,587.30 |
| FY 2022-23 | 634,587.30 | 298,307.00 | 15,897.00 | - | 314,204.00 | - | - | - | 948,791.30 |
| FY 2023-24 | 948,791.30 | 585,321.69 | 56,164.94 | - | 641,486.63 | - | - | - | 1,590,277.93 |
| FY 2024-25 | 1,590,277.93 | 157,607.46 | 69,627.69 | - | 227,235.15 | - | - | - | 1,817,513.08 |
| **SUMMARY** | | **$5,058,816.46** | **$ 339,093.02** | **$ -** | **$ 5,397,909.48** | **$4,831,844.68** | **$ -** | **$4,831,844.68** | |

# COMMUNITY SERVICE FACILITIES FUND (621)

**Overview**

The City established a Community Service Facilities Impact Fee with Resolution No. 8051, which was adopted on July 27, 2000. The adopted fees were effective on September 26, 2000. The fees were based on the *Newark Impact Fee Study* report, dated July 2000.

The enabling Resolution stated, "…The purpose of the Capital Facilities Fee is to provide adequate capital facilities improvements to serve new development in the City." (Res. No. 8051, Sec. 3).

In 2017, the City adopted Resolution No. 10,634 (Appendix E), updating the Community Service Facilities Impact Fees to reflect the change in cost between 2000 and 2017. Resolution 10,634 was adopted on May 25, 2017, and the fees became effective 60 days later. Inclusion of the Keyser Marston Associates, *Public Safety and Community Service Facilities Development Impact Fee Nexus Study* (Appendix C) in Resolution 10,634 identifies the Community Service Facilities development-related projects. It also acts as a mechanism to *commit* the revenues generated by the DIF to these projects.

The 2017 Keyser Marston Associates Nexus Study indicated that the total for Community Service Facilities development-related projects would cost $72,890,220 in FY 2016-17 dollars.

Beginning in FY 2017-18 and ending in FY 2024-25, the City collected, with interest, $4,414,509, or about 6% of the $72.9 million cited in the Keyer Marston Associates Nexus Study.

Since the inception of the Development Impact Fee (DIF), the City has periodically adjusted the fee using the Engineering News-Record to account for inflation and increasing City costs. In FY 2024-25, the fee decreased slightly by 0.9% based on the San Francisco Engineering News Record Construction Cost Index and was incorporated as part of the Master Fee Schedule Update. Each time the DIF was updated, the City established the revised fee through a resolution. Resolution No. 11,751 (Appendix A), adopted on June 12, 2025, is the most recent resolution by the City Council, setting the DIF at its current rate.

**Community Service Facilities DIF Expenditures**

The schedule on the next page has two parts. The top part shows the projects associated with this fund. Prior to FY 2020-21, the Community Service Facilities DIF was accounted for under the Capital Projects Fund (401). After FY 2020-21, the Community Service Facilities DIF was accounted for in its own fund, the Community Service Facilities Impact Fee Fund (621). The total expenditure for Community Service Facilities DIF projects as of June 30, 2025, was $5,738,188.

The bottom part shows the fiscal year revenues that financed the projects. This bottom part is necessary to ensure compliance with the fiscal year expenditure requirements of the Mitigation Fee Act and AB-602.

**CITY OF NEWARK**
**SUMMARY OF DEVELOPMENT IMPACT FEE ANNUAL EXPENDITURES**
**FOR**
**COMMUNITY SERVICE IMPACT FEE (621) FUND**
**FROM FY 2017-18 THROUGH 2024-25**

| EXPENDITURES | PRIOR YRS | FY 2018 | FY 2019 | FY 2020 | FY 2021 | FY 2022 | FY 2023 | FY 2024 | FY 2024-25 | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|
| City Admin. Building at Civic Center | - | - | - | - | - | 5,700,428.02 | - | - | - | 5,700,428.02 |
| Service Center Gate (CIP1362) | - | | | | | | | 37,760.00 | - | 37,760.00 |
| **TOTAL** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$5,700,428.02** | **$ -** | **$37,760.00** | **$ -** | **$5,738,188.02** |

| APPLIED TO FISCAL YEAR | PRIOR YRS | FY 2018 | FY 2019 | FY 2020 | FY 2021 | FY 2022 | FY 2023 | FY 2024 | FY 2024-25 | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|
| FY 2017-18 | - | - | - | - | - | 3,481,895.09 | - | - | - | 3,481,895.09 |
| FY 2018-19 | - | - | - | - | - | 804,431.91 | - | - | - | 804,431.91 |
| FY 2019-20 | - | - | - | - | - | 559,958.30 | - | - | - | 559,958.30 |
| FY 2020-21 | - | - | - | - | - | 854,142.72 | - | - | - | 854,142.72 |
| FY 2021-22 | - | - | - | - | - | - | - | - | - | - |
| FY 2022-23 | - | - | - | - | - | - | - | - | - | - |
| FY 2023-24 | - | - | - | - | - | - | - | 37,760.00 | - | 37,760.00 |
| FY 2024-25 | - | - | - | - | - | - | - | - | - | - |
| **APPLIED TOTAL** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$5,700,428.02** | **$ -** | **$37,760.00** | **$ -** | **$5,738,188.02** |

**Summary of Revenues and Expenditures**

The schedule on the next page is divided vertically into two major sections: Revenues and Expenditures. The Revenue section shows the DIF collections by fiscal year and the interest assigned to the fee balance.

The Expenditures section shows the project costs assigned to that year's revenues. These costs are the "row" totals from the bottom section of the prior schedule. The expenditure section aims to show when a year's DIFs were spent to show compliance with the Mitigation Fee Act and AB-602.

**Findings**

Findings are presented in each DIF section and summarized at the beginning of this report.

1. Given the length of time between the last DIF update, the City Council should consider an update to the Nexus Report and DIFs.

   Response: City Staff is conducting a comprehensive Development Impact Fee (DIF) Study for 2026, which will update all Nexus Reports and DIFs to reflect current costs, align with growth projections, and comply with legal requirements. The study will assess existing fees, ensure equitable allocation across development types, and integrate recent legislation to maintain compliance with the Mitigation Fee Act.

2. Based on this Five-Year Report, Public Safety DIFs have been *committed* via the Nexus Report or spent within the five-year period required by the Mitigation Fee Act.

   Response: The Five-Year Report confirms that Development Impact Fees (DIFs) have been appropriately committed or spent within the legally required five-year period, demonstrating compliance with statutory timelines and responsible fund management.

**CITY OF NEWARK**
**SUMMARY OF DEVELOPMENT IMPACT FEE ANNUAL EXPENDITURES**
**FOR**
**COMMUNITY SERVICE IMPACT FEE (621) FUND**
**FROM FY 2017-18 THROUGH 2024-25**

| | | REVENUES | | | | EXPENDITURES | | | |
|---|---|---|---|---|---|---|---|---|---|
| FISCAL YEAR | PRIOR BALANCE | DIF | INTEREST/FMV | NON-DIF REV. TSFR IN | TOTAL | OUTLAY | TXFR OUT | TOTAL | AVAILABLE BALANCE |
| FY 2017-18 | 2,601,237.05 | 798,717.28 | 81,940.76 | - | 880,658.04 | 3,481,895.09 | - | 3,481,895.09 | - |
| FY 2018-19 | - | 663,888.10 | 140,543.81 | - | 804,431.91 | 804,431.91 | - | 804,431.91 | - |
| FY 2019-20 | - | 494,089.00 | 65,869.30 | - | 559,958.30 | 559,958.30 | - | 559,958.30 | - |
| FY 2020-21 | - | 837,195.25 | 16,947.48 | - | 854,142.73 | 854,142.73 | - | 854,142.73 | - |
| FY 2021-22 | - | 492,351.67 | 4,159.78 | - | 496,511.45 | - | - | - | 496,511.45 |
| FY 2022-23 | 496,511.45 | 213,806.00 | 12,143.19 | - | 225,949.19 | - | - | - | 722,460.64 |
| FY 2023-24 | 722,460.64 | 369,272.38 | 39,650.65 | - | 408,923.03 | 37,760.00 | - | 37,760.00 | 1,093,623.67 |
| FY 2024-25 | 1,093,623.67 | 134,968.14 | 48,966.52 | - | 183,934.66 | - | - | - | 1,277,558.33 |
| **SUMMARY** | | **$4,004,287.82** | **$ 410,221.49** | **$ -** | **$ 4,414,509.31** | **$5,738,188.03** | **$ -** | **$5,738,188.03** | |

# TRANSPORTATION FUND (622)

**Overview**

The City established a Transportation Impact Fee with Resolution No. 8051, which was adopted on July 27, 2000. The adopted fees were effective on September 26, 2000. The fees were based on the *Newark Impact Fee Study* report, dated July 2000.

The enabling Resolution stated, "…The purpose of the Capital Facilities Fee is to provide adequate capital facilities improvements to serve new development in the City." (Res. No. 8051, Sec. 3).

In 2017, the City adopted Resolution No. 10,635 (Appendix G), updating the Transportation Impact Fees to reflect the change in cost between 2000 and 2017. Resolution 10,635 was adopted on May 25, 2017, and the fees became effective 60 days later. Inclusion of the Hexagon Transportation Consultants, *City of Newark Transportation Impact Fee Nexus Study* (Appendix F) in Resolution 10,635 identifies the Transportation development-related projects. It also acts as a mechanism to *commit* the revenues generated by the DIF to these projects.

The Hexagon Transportation Consultants Nexus Study from 2017 indicated that the total for Transportation development-related projects would cost $30,877,000 in FY 2016-17 dollars.

Beginning in FY 2017-18 and ending in FY 2024-25, the City has collected, with interest, $11,588,480, or about 38% of the $30.9 million cited in the Keyer Marston Associates Nexus Study.

Since the inception of the Development Impact Fee (DIF), the City has periodically adjusted the fee using the Engineering News-Record to account for inflation and increasing City costs. In FY 2024-25, the fee decreased slightly by 0.9% based on the San Francisco Engineering News Record Construction Cost Index and was incorporated as part of the Master Fee Schedule Update. Each time the DIF was updated, the City established the revised fee through a resolution. Resolution No. 11,751 (Appendix A), adopted on June 12, 2025, is the most recent resolution by the City Council, setting the DIF at its current rate.

**Transportation DIF Expenditures**

The schedule on the next page has two parts. The top part shows the projects associated with this fund. Prior to FY 2020-21, the Transportation DIF was accounted for under the Capital Projects Fund (401). After FY 2020-21, the Transportation DIF was accounted for in its own fund, the Transportation Impact Fee Fund (622). The total expenditure for Transportation DIF projects as of June 30, 2025, was $1,716,133.

The bottom part shows the fiscal year revenues that financed the projects. This bottom part is necessary to ensure compliance with the fiscal year expenditure requirements of the Mitigation Fee Act and AB-602.

**CITY OF NEWARK**
**SUMMARY OF DEVELOPMENT IMPACT FEE ANNUAL EXPENDITURES**
**FOR**
**TRANSPORTATION IMPACT FEE (622) FUND**
**FROM FY 2017-18 THROUGH 2024-25**

| EXPENDITURES | PRIOR YRS | FY 2023 | FY 2024 | FY 2024-25 | TOTAL |
|---|---|---|---|---|---|
| CIP001014 - Central Avenue Overpass Project Development Phase I | - | 16,888.62 | 321,915.37 | 305,511.82 | 644,315.81 |
| CIP001254 - Arterial Bicycle Lanes | - | - | 1,022,780.15 | - | 1,022,780.15 |
| CIP001361 - Traffic Signal Interconnect | | | | 49,037.00 | 49,037.00 |
| **TOTAL** | **$ -** | **$16,888.62** | **$1,344,695.52** | **$354,548.82** | **$1,716,132.96** |

| APPLIED TO FISCAL YEAR | PRIOR YRS | FY 2023 | FY 2024 | FY 2024-25 | TOTAL |
|---|---|---|---|---|---|
| FY 2017-18 | - | - | - | - | - |
| FY 2018-19 | - | - | - | - | - |
| FY 2019-20 | - | - | - | - | - |
| FY 2020-21 | - | - | - | - | - |
| FY 2021-22 | - | - | - | - | - |
| FY 2022-23 | - | 16,888.62 | - | - | 16,888.62 |
| FY 2023-24 | - | - | 1,344,695.52 | - | 1,344,695.52 |
| FY 2024-25 | - | - | - | 354,548.82 | 354,548.82 |
| **APPLIED TOTAL** | **$ -** | **$16,888.62** | **$1,344,695.52** | **$354,548.82** | **$1,716,132.96** |

**Summary of Revenues and Expenditures**

The schedule on the next page is divided vertically into two major sections: Revenues and Expenditures. The Revenue section shows the DIF collections by fiscal year and the interest assigned to the fee balance.

The Expenditures section shows the project costs assigned to that year's revenues. These costs are the "row" totals from the bottom section of the prior schedule. The expenditure section aims to show when a year's DIFs were spent to show compliance with the Mitigation Fee Act and AB-602.

**Findings**

Findings are presented in each DIF section and summarized at the beginning of this report.

1. Given the length of time between the last DIF update, the City Council should consider an update to the Nexus Report and DIFs.

   Response: City Staff is conducting a comprehensive Development Impact Fee (DIF) Study for 2026, which will update all Nexus Reports and DIFs to reflect current costs, align with growth projections, and comply with legal requirements. The study will assess existing fees, ensure equitable allocation across development types, and integrate recent legislation to maintain compliance with the Mitigation Fee Act.

2. Based on this Five-Year Report, Public Safety DIFs have been *committed* via the Nexus Report or spent within the five-year period required by the Mitigation Fee Act.

   Response: The Five-Year Report confirms that Development Impact Fees (DIFs) have been appropriately committed or spent within the legally required five-year period, demonstrating compliance with statutory timelines and responsible fund management.

**CITY OF NEWARK**
**SUMMARY OF DEVELOPMENT IMPACT FEE REVENUES & EXPENDITURES**
**BY**
**TRANSPORTATION IMPACT FEE (622) FUND**
**FROM FY 2017-18 THROUGH 2024-25**

| | | REVENUES | | | | EXPENDITURES | | | |
|---|---|---|---|---|---|---|---|---|---|
| FISCAL YEAR | PRIOR BALANCE | DIF | INTEREST/FMV | NON-DIF REV. TSFR IN | TOTAL | OUTLAY | TXFR OUT | TOTAL | AVAILABLE BALANCE |
| FY 2017-18 | 3,628,723.59 | 1,951,480.28 | 114,307.30 | - | 2,065,787.58 | - | - | - | 5,694,511.17 |
| FY 2018-19 | 5,694,511.17 | 1,834,097.25 | 229,854.22 | - | 2,063,951.47 | - | - | - | 7,758,462.64 |
| FY 2019-20 | 7,758,462.64 | 1,358,973.97 | 106,911.86 | - | 1,465,885.83 | - | - | - | 9,224,348.47 |
| FY 2020-21 | 9,224,348.47 | 1,575,688.86 | 32,204.46 | - | 1,607,893.32 | - | - | - | 10,832,241.79 |
| FY 2021-22 | 10,832,241.79 | 946,060.58 | 26,309.10 | - | 972,369.68 | - | - | - | 11,804,611.47 |
| FY 2022-23 | 11,804,611.47 | 596,629.00 | 216,272.13 | - | 812,901.13 | 16,888.62 | - | 16,888.62 | 12,600,623.98 |
| FY 2023-24 | 12,600,623.98 | 1,120,792.11 | 510,548.62 | - | 1,631,340.73 | 1,344,695.52 | - | 1,344,695.52 | 12,887,269.19 |
| FY 2024-25 | 12,887,269.19 | 431,131.03 | 537,219.16 | - | 968,350.19 | 354,548.82 | - | 354,548.82 | 13,501,070.56 |
| **SUMMARY** | | **$9,814,853.08** | **$1,773,626.85** | **$ -** | **$11,588,479.93** | **$1,716,132.96** | **$ -** | **$1,716,132.96** | |

# NON-RESIDENTIAL HOUSING FUND (401)

**Overview**

The City established a Non-Residential Housing Fee with Resolution No. 8802 (Appendix H), adopted on May 27, 2004. The adopted fees were effective 60 days later. Inclusion of the Economic Planning and System 2004 *Newark Affordable Housing Fee Study* (Appendix I) in Resolution 8802 identifies the Non-Residential Housing development- related projects. It also acts as a mechanism to *commit* the revenues generated by the DIF to these projects.

The enabling Resolution stated, "… the City of Newark hired Economic and Planning Systems to prepare an Affordable Housing Fee Study, dated April 2004, which: (1) examined the amount of subsidy needed to produce housing units affordable to moderate, low, and very low-income households; (2) found a clear nexus between the development of nonresidential land uses and the number of housing units that will be needed to accommodate for very low, low, and moderate-income households as a result of the development…" (Res. No. 8802).

Economic Planning and Systems Affordable Housing Study indicated that the total Non-Residential Housing subsidy would be $12.4 million in FY 2023-04 dollars.

Beginning in FY 2017-18 and ending in FY 2019-20, the City has collected, with interest, $39,194, or about 0.32% of its goal.

In FY 2020-21, the Non-Residential and Inclusionary Housing Impact Fees were consolidated into Fund 623, with the Non-Residential Fee fund balance transferred into Fund 623.

**Non-Residential DIF Rate History**

The following schedule shows the history of this fee:

| | Resolution No. 8802 |
|---|---|
| Office/Commercial (per sq. ft.) | $2.65 |
| Manufacturing/Research & Industrial (per sq. ft.) | $0.49 |

**Non-Residential Housing DIF Expenditures**

The schedule on the next page has two parts. The top part shows the projects associated with this fund. Prior to FY 2020-21, the Non-Residential DIF was accounted for under the Capital Projects Fund (401) project IHF. There was a total of $6,852 in expenditures from the Non-Residential Housing Fund between FY 2017-18 and FY 2019-20. After FY 2020-21, the Non-Residential Housing DIF was combined with the Inclusionary Housing DIF into Fund (623).

The bottom part shows the fiscal year revenues that financed the projects. This bottom part is necessary to ensure compliance with the fiscal year expenditure requirements of the Mitigation Fee Act and AB-602.

**CITY OF NEWARK**
**SUMMARY OF DEVELOPMENT IMPACT FEE ANNUAL EXPENDITURES**
**FOR**
**NON-RESIDENTIAL HOUSING IMPACT FEE (401) FUND**
**FROM FY 2017-18 THROUGH 2024-25**

| EXPENDITURES | PRIOR YRS | FY 2018 | FY 2019 | FY 2020 | FY 2021 | TOTAL |
|---|---|---|---|---|---|---|
| In-House HMIS Match | 2,284.00 | 2,284.00 | 2,284.00 | 2,284.00 | - | 9,136.00 |
| **TOTAL** | **$2,284.00** | **$2,284.00** | **$2,284.00** | **$2,284.00** | **$ -** | **$9,136.00** |

| APPLIED TO FISCAL YEAR | | | | | | |
|---|---|---|---|---|---|---|
| FY 2017-18 | 2,284.00 | | | | | 2,284.00 |
| FY 2018-19 | | 2,284.00 | | | | 2,284.00 |
| FY 2019-20 | | | 2,284.00 | | | 2,284.00 |
| **APPLIED TOTAL** | **$2,284.00** | **$2,284.00** | **$2,284.00** | **$ -** | **$ -** | **$6,852.00** |

**Summary of Revenues and Expenditures**

The schedule on the next page is divided vertically into two major sections: Revenues and Expenditures. The Revenue section shows the DIF collections by fiscal year and the interest assigned to the fee balance.

The Expenditures section shows the project costs assigned to that year's revenues. These costs are the "row" totals from the bottom section of the prior schedule. The expenditure section aims to show when a year's DIFs were spent to show compliance with the Mitigation Fee Act and AB-602.

**Findings**

Findings are presented in each DIF section and summarized at the beginning of this report.

1. Given that about 0.32% of the original revenue goal has been collected over the five years this report spans and considering that the revenue generated by this DIF is only generated by non-residential development, the combining of the Affordable and Non-Residential Housing Funds seems both prudent and appropriate.

   Response: Combining the Affordable and Non-Residential Housing Funds appears to be a logical and efficient approach. This approach allows for a more flexible and unified allocation of resources, ensuring that limited revenues are maximized for impact. Given the financial constraints, merging the funds supports prudent financial stewardship and aligns with our goal of efficient resource

2. Based on this Five-Year Report, Public Safety DIFs have been *committed* via the Nexus Report or spent within the five-year period required by the Mitigation Fee Act.

   Response: The Five-Year Report confirms that Development Impact Fees (DIFs) have been appropriately committed or spent within the legally required five-year period, demonstrating compliance with statutory timelines and responsible fund management.

**CITY OF NEWARK**
**SUMMARY OF DEVELOPMENT IMPACT FEE REVENUES & EXPENDITURES**
**BY**
**NON-RESIDENTIAL HOUSING IMPACT FEE (401) FUND**
**FROM FY 2017-18 THROUGH 2024-25**

| | | REVENUES | | | | EXPENDITURES | | | |
|---|---|---|---|---|---|---|---|---|---|
| FISCAL YEAR | PRIOR BALANCE | DIF | INTEREST/FMV | NON-DIF REV. TSFR IN | TOTAL | OUTLAY | TXFR OUT | TOTAL | AVAILABLE BALANCE |
| FY 2017-18 | 537,170.29 | - | 16,921.23 | | 16,921.23 | 2,284.00 | | 2,284.00 | 551,807.52 |
| FY 2018-19 | 551,807.52 | - | 22,273.25 | | 22,273.25 | 2,284.00 | | 2,284.00 | 571,796.77 |
| FY 2019-20 | 571,796.77 | - | | | - | 2,284.00 | | 2,284.00 | 569,512.77 |
| **SUMMARY** | | **$-** | **$ 39,194.48** | **$ -** | **$ 39,194.48** | **$6,852.00** | **$ -** | **$6,852.00** | |

# AFFORDABLE HOUSING FUND (403)

**Overview**

The City established the Inclusionary Housing Fee (Affordable Housing Fee) with Resolution No. 8802, adopted on May 27, 2004. The adopted fees were effective 60 days later. Inclusion of the Economic Planning and System 2004 Newark *Affordable Housing Fee Study* in Resolution 8802 identifies the Non-Residential Housing development- related projects. It also acts as a mechanism to *commit* the revenues generated by the DIF to these projects.

Resolution No.10,184 (Appendix J), adopted on April 10, 2014, revised the fee to reflect an initial charge for residential units based on the first 1,000 square feet constructed and another fee based on all square footage after the first 1,000 square feet of construction. The updated Affordable Housing nexus was demonstrated and supported by the Keyser Marston Associates 2014 *Residential Nexus Analysis, Newark, California* Report (Appendix K), included in Resolution No. 10,184.

The enabling Resolution stated, "… the City Council has considered the Residential Nexus Analysis, Newark, California" dated March 2014 and prepared by Keyser- Marston Associates, Inc. ( the " Nexus Study "), which study demonstrates that, to fully mitigate the burdens created by new market-rate units in residential projects on the need for very low, low, and moderate-income housing, a housing impact fee of $23.80 to $ 35.60 per square foot of new market-rate development would be needed, or from 12 percent to 21 percent of units in each residential development would need to be affordable to very low, low, and moderate–income households…" (Res. No. 10,184)

Beginning in FY 2017-18 and ending in FY 2019-20, the City has collected, with interest, $12,216,501.

In FY 2020-21, the Non-Residential and Inclusionary Housing Impact Fees were consolidated into Fund 623, with the Non-Residential Fee fund balance transferred into Fund 623.

**Affordable Housing DIF Rate History**

The following schedule shows the history of this fee:

| | Resolution No. 8802 | Resolution No. 10,184 |
|---|---|---|
| Market Rate Unit | $6,704 | N/A |
| First 1,000 sq. ft. floor area/unit | N/A | $20.00/sq. ft. |
| All sq. ft. over 1,000 sq. floor area/unit | N/A | $8.00/ sq. ft. |

**Affordable Housing DIF Expenditures**

The schedule on the next page has two parts. The top part shows the projects associated with this fund. Prior to FY 2020-21, the Affordable Housing DIF was accounted for under the Affordable Housing Fund (403) project ILF. There was no expenditure from the Affordable Housing Fund between FY 2017-18 and FY 2019-20. After FY 2020-21, the Non-Residential Housing DIF was combined with the Affordable Housing DIF into Fund (623).

The bottom part shows the fiscal year revenues that financed the projects. This bottom part is necessary to ensure compliance with the fiscal year expenditure requirements of the Mitigation Fee Act and AB-602.

**CITY OF NEWARK**
**SUMMARY OF DEVELOPMENT IMPACT FEE ANNUAL EXPENDITURES**
**FOR**
**RESIDENTIAL HOUSING IMPACT FEE (403)**
**FROM FY 2017-18 THROUGH 2024-25**

| EXPENDITURES | PRIOR YRS | FY 2018 | FY 2019 | FY 2020 | FY 2021 | TOTAL |
|---|---|---|---|---|---|---|
| | - | - | - | - | - | - |
| TOTAL | $ - | $ - | $ - | $ - | $ - | $ - |

| APPLIED TO FISCAL YEAR | | | | | | |
|---|---|---|---|---|---|---|
| PRIOR YEARS | - | - | - | - | - | - |
| FY 2017-18 | - | - | - | - | - | - |
| FY 2018-19 | - | - | - | - | - | - |
| FY 2019-20 | - | - | - | - | - | - |
| FY 2020-21 | - | - | - | - | - | - |
| APPLIED TOTAL | $ - | $ - | $ - | $ - | $ - | $ - |

**Summary of Revenues and Expenditures**

The schedule on the next page is divided vertically into two major sections: Revenues and Expenditures. The Revenue section shows the DIF collections by fiscal year and the interest assigned to the fee balance.

The Expenditures section shows the project costs assigned to that year's revenues. These costs are the "row" totals from the bottom section of the prior schedule. The expenditure section aims to show when a year's DIFs were spent to show compliance with the Mitigation Fee Act and AB-602.

**Findings**

Findings are presented in each DIF section and summarized at the beginning of this report.

1. Based on the relationship between the Non-Residential and Affordable Housing DIFs and considering that the revenue generated from the Affordable Housing DIF can only be generated from residential dwelling units, combining these funds appears prudent and appropriate.

   Response: Combining the Affordable and Non-Residential Housing Funds appears to be a logical and efficient approach. This approach allows for a more flexible and unified allocation of resources, ensuring that limited revenues are maximized for impact. Given the financial constraints, merging the funds supports prudent financial stewardship and aligns with our goal of efficient resource

2. Based on this Five-Year Report, Public Safety DIFs have been *committed* via the Nexus Report or spent within the five-year period required by the Mitigation Fee Act.

   Response: The Five-Year Report confirms that Development Impact Fees (DIFs) have been appropriately committed or spent within the legally required five-year period, demonstrating compliance with statutory timelines and responsible fund management.

**CITY OF NEWARK**
**SUMMARY OF DEVELOPMENT IMPACT FEE REVENUES & EXPENDITURES**
**BY**
**RESIDENTIAL HOUSING IMPACT FEE (403)**
**FROM FY 2017-18 THROUGH 2024-25**

| | | REVENUES | | | | EXPENDITURES | | | |
|---|---|---|---|---|---|---|---|---|---|
| FISCAL YEAR | PRIOR BALANCE | DIF | INTEREST/FMV | NON-DIF REV. TSFR IN | TOTAL | OUTLAY | TXFR OUT | TOTAL | AVAILABLE BALANCE |
| FY 2017-18 | 9,276,857.41 | 2,689,363.11 | 109,363.53 | | 2,798,726.64 | - | - | - | 12,075,584.05 |
| FY 2018-19 | 12,075,584.05 | 6,297,354.18 | 300,983.66 | | 6,598,337.84 | - | - | - | 18,673,921.89 |
| FY 2019-20 | 18,673,921.89 | 2,519,564.18 | 299,872.12 | | 2,819,436.30 | - | - | - | 21,493,358.19 |
| **SUMMARY** | | **$ 11,506,281.47** | **$ 710,219.31** | **$ -** | **$ 12,216,500.78** | **$ -** | **$ -** | **$ -** | |

# RESIDENTIAL AND NON-RESIDENTIAL HOUSING FUND (623)

**Overview**

As noted earlier in this report, before FY 2020-21, the City had two separate Housing Impact Fee Funds, the Non-Residential Housing Fund (401) and the Affordable Housing Fund (403). After FY 2020-21, these funds were combined into the Residential and Non-Residential Housing Fund (623).

The enabling Resolution stated, "… the City of Newark hired Economic and Planning Systems to prepare an Affordable Housing Fee Study, dated April 2004, which: (1) examined the amount of subsidy needed to produce housing units affordable to moderate, low, and very low-income households; (2) found a clear nexus between the development of nonresidential land uses and the number of housing units that will be needed to accommodate for very low, low, and moderate-income households as a result of the development…" (Res. No. 8802).

Beginning in FY 2020-21 and ending in FY 2024-25, after combining the balances from the Affordable Housing and Non-Residential Funds, the City has collected, with interest, $26,962,939.

Since the inception of the Development Impact Fee (DIF), the City has periodically adjusted the fee using the Engineering News-Record to account for inflation and increasing City costs. In FY 2024-25, the fee decreased slightly by 0.9% based on the San Francisco Engineering News Record Construction Cost Index and was incorporated as part of the Master Fee Schedule Update. Each time the DIF was updated, the City established the revised fee through a resolution. Resolution No. 11,751 (Appendix A), adopted on June 12, 2025, is the most recent resolution by the City Council, setting the DIF at its current rate.

**Affordable and Non-Residential Housing DIF Expenditures**

The schedule on the next page has two parts. The top part shows the projects associated with this fund. The total expenditure for the Affordable and Non-Residential Housing DIF projects as of June 30, 2025, was $164,510.

The bottom part shows the fiscal year revenues that financed the projects. This bottom part is necessary to ensure compliance with the fiscal year expenditure requirements of the Mitigation Fee Act and AB-602.

**CITY OF NEWARK**
**SUMMARY OF DEVELOPMENT IMPACT FEE ANNUAL EXPENDITURES**
**FOR**
**RESIDENTIAL AND NON-RESIDENTIAL HOUSING IMPACT FEE (623) FUND**
**FROM FY 2017-18 THROUGH 2024-25**

| EXPENDITURES | PRIOR YRS | FY 2021 | FY 2022 | FY 2023 | FY 2024 | FY 2024-25 | TOTAL |
|---|---|---|---|---|---|---|---|
| On-Call Planning Services | - | 12,020.00 | 15,980.00 | 60,459.77 | 42,611.40 | - | 131,071.17 |
| In-House HMIS Match | - | 2,284.00 | 2,902.00 | 3,020.00 | 3,020.00 | 3,108.00 | 14,334.00 |
| Home Key Project Mailer | - | - | - | 3,196.25 | - | - | 3,196.25 |
| Affordable Housing Prgm Management Services | - | - | - | - | - | 15,908.83 | 15,908.83 |
| **TOTAL** | **$ -** | **$14,304.00** | **$18,882.00** | **$66,676.02** | **$45,631.40** | **$19,016.83** | **$164,510.25** |

| APPLIED TO FISCAL YEAR | PRIOR YRS | FY 2021 | FY 2022 | FY 2023 | FY 2024 | FY 2024-25 | TOTAL |
|---|---|---|---|---|---|---|---|
| FY 2020-21 | - | 14,304.00 | - | - | - | - | 14,304.00 |
| FY 2021-22 | - | - | 18,882.00 | - | - | - | 18,882.00 |
| FY 2022-23 | - | - | - | 66,676.02 | - | - | 66,676.02 |
| FY 2023-24 | - | - | - | - | 45,631.40 | - | 45,631.40 |
| FY 2024-25 | - | - | - | - | - | 19,016.83 | 19,016.83 |
| **APPLIED TOTAL** | **$ -** | **$14,304.00** | **$18,882.00** | **$66,676.02** | **$45,631.40** | **$19,016.83** | **$164,510.25** |

**Affordable Housing Loans**

The City issued three loans from the Housing Impact Fees Fund to support the construction of affordable housing projects: Cedar Community Apartments ($6,000,000), Thornton Avenue Apartments ($3,727,515), and Timber Street (Senior Housing) ($2,765,000). These loans are reflected as Loans Receivable on the Housing Impact Fees Fund balance sheet and represent an eligible use of housing impact fee revenues for capital-related costs consistent with the City's Housing Impact Fee ordinance and nexus requirements. The loans are expected to be repaid and therefore are not recorded as permanent expenditures of the fund.

**CITY OF NEWARK**
**SUMMARY OF AFFORDABLE HOUSING LOANS ISSUED**
**FOR**
**RESIDENTIAL AND NON-RESIDENTIAL HOUSING IMPACT FEE (623) FUND**
**FROM FY 2017-18 THROUGH 2024-25**

| Project | Loan Amount | Fiscal Year Issued | Key Loan Terms | Supporting Evidence |
|---|---|---|---|---|
| Timber Street (Senior Housing) | $2,765,000 | FY 2019–20 | 3% simple interest; ~57-year term; residual receipts repayment; payments begin after Substantial Completion; balloon at maturity; junior deed of trust; long-term affordability covenant (55+ years) | Council approvals: Oct 2019 & Nov 20 |
| Cedar Community Apartments | $6,000,000 | FY 2021–22 | 3% simple interest; ~57-year term; residual receipts repayment (City 60% share); balloon at maturity; junior deed of trust; long-term affordability (55–57 years) | January 2022 Homekey application & award; City loan executed FY 2021–22 |
| Thornton Avenue Apartments | $3,727,515 | FY 2022–23 | 3% simple interest; 57-year term; residual receipts repayment (pro-rata share); balloon at maturity; subordinate deed of trust; 57-year affordability (100% affordable except manager unit) | June 2022 NOFA; City drawdowns occurred thereafter |
| | $12,492,515 | | | |

**Summary of Revenues and Expenditures**

The schedule on the next page is divided vertically into two major sections: Revenues and Expenditures. The Revenue section shows the DIF collections by fiscal year and the interest assigned to the fee balance.

The Expenditures section shows the project costs assigned to that year's revenues. These costs are the "row" totals from the bottom section of the prior schedule. The expenditure section aims to show when a year's DIFs were spent to show compliance with the Mitigation Fee Act and AB-602.

**Findings**

Findings are presented in each DIF section and summarized at the beginning of this report.

1. Combining these funds appears prudent and appropriate Based on the relationship between the Non-Residential and Affordable Housing DIFs.

   Response: Combining the Affordable and Non-Residential Housing Funds appears to be a logical and efficient approach. This approach allows for a more flexible and unified allocation of resources, ensuring that limited revenues are maximized for impact. Given the financial constraints, merging the funds supports prudent financial stewardship and aligns with our goal of efficient resource

2. Based on this Five-Year Report, Public Safety DIFs have been *committed* via the Nexus Report or spent within the five-year period required by the Mitigation Fee Act.

   Response: The Five-Year Report confirms that Development Impact Fees (DIFs) have been appropriately committed or spent within the legally required five-year period, demonstrating compliance with statutory timelines and responsible fund management.

**CITY OF NEWARK**
**SUMMARY OF DEVELOPMENT IMPACT FEE REVENUES & EXPENDITURES**
**BY**
**RESIDENTIAL AND NON-RESIDENTIAL HOUSING IMPACT FEE (623) FUND**
**FROM FY 2017-18 THROUGH 2024-25**

| | | REVENUES | | | | EXPENDITURES | | AFFORDABLE | |
|---|---|---|---|---|---|---|---|---|---|
| FISCAL YEAR | PRIOR BALANCE | DIF | INTEREST/FMV | NON-DIF REV. TSFR IN | TOTAL | OUTLAY | TOTAL | HOUSING LOANS | AVAILABLE BALANCE |
| FY 2019-20 | 22,062,870.96 | - | - | - | - | - | - | 2,765,000.00 | 19,297,870.96 |
| FY 2020-21 | 19,297,870.96 | 12,384,516.07 | 102,689.68 | - | 12,487,205.75 | 14,304.00 | 14,304.00 | - | 31,770,772.71 |
| FY 2021-22 | 31,770,772.71 | 6,278,542.06 | 93,076.55 | - | 6,371,618.61 | 18,882.00 | 18,882.00 | 6,000,000.00 | 32,123,509.32 |
| FY 2022-23 | 32,123,509.32 | 1,561,670.24 | 2,209,382.65 | - | 3,771,052.89 | 66,676.02 | 66,676.02 | 3,727,515.00 | 32,100,371.19 |
| FY 2023-24 | 32,100,371.19 | 140,043.32 | 1,397,281.85 | - | 1,537,325.17 | 45,631.40 | 45,631.40 | - | 33,592,064.96 |
| FY 2024-25 | 33,592,064.96 | 1,379,001.21 | 1,416,734.90 | - | 2,795,736.11 | 19,016.83 | 19,016.83 | - | 36,368,784.24 |
| **SUMMARY** | | **$ 21,743,772.90** | **$ 5,219,165.63** | **$ -** | **$ 26,962,938.53** | **$ 164,510.25** | **$ 164,510.25** | **$ 12,492,515.00** | |

# PARK FUND (624)

**Overview**

The City established a park Impact Fee with Resolution No. 5799. In 2013, the City adopted Resolution No. 10,132 (Appendix L) to rescind Resolution No. 5799. Resolution No. 10,132 introduced a single residential fee to the Park Impact Fees. The Nexus report used to support the fees was created by the City.

In 2016, Resolution No. 10505 (Appendix M) was adopted, and the Park Impact Fees were again updated. The 2016 Park Impact Fee update created different fees between single and multi-family residential units. It also differentiated between residential dwelling units that dedicated land to the City's parks versus those that did not.

The Park Impact Fees for Resolution No. 10505 were based on the Keyer Martson Associates *Park and Recreation Facility Development Impact Fee Study* (Appendix N), dated May 2016. The Park development-related projects can be found in this Nexus Report. The report also acts as a mechanism to *commit* the revenues generated by the DIF to these projects. It should also be noted that the Keyer Martson Associates Study is based on the Mitigation Fee Act and not the Quimby Act.

The enabling Resolution stated, "…the existing Parks Impact Fee is insufficient, outdated, and needs to be brought into conformity with current conditions in the City..." (Res. No. 10505).

The 2016 Keyer Martson Associates Park Impact Fee Study indicated that the total for Park development-related projects would cost $41,186,719 in FY 2015-16 dollars.

Beginning in FY 2017-18 and ending in FY 2024-25, the City has collected, with interest, $9,970,610, or about 24% of its goal.

Since the inception of the Development Impact Fee (DIF), the City has periodically adjusted the fee using the Engineering News-Record to account for inflation and increasing City costs. In FY 2024-25, the fee decreased slightly by 0.9% based on the San Francisco Engineering News Record Construction Cost Index and was incorporated as part of the Master Fee Schedule Update. Each time the DIF was updated, the City established the revised fee through a resolution. Resolution No. 11,751 (Appendix A), adopted on June 12, 2025, is the most recent resolution by the City Council, setting the DIF at its current rate.

**Park DIF Expenditures**

The schedule on the next page has two parts. The top part shows the projects associated with this fund. Prior to FY 2020-21, the Park DIF was accounted for under the Capital Projects Fund (104). After FY 2020-21, the Park DIF was accounted for in its own fund, the Park Impact Fee Fund (624). The total expenditure for the Park DIF projects as of June 30, 2025, was $6,968,310. The bottom part shows the fiscal year revenues that financed the projects. This bottom part is necessary to ensure compliance with the fiscal year expenditure requirements of the Mitigation Fee Act and AB-602.

**CITY OF NEWARK**
**SUMMARY OF DEVELOPMENT IMPACT FEE ANNUAL EXPENDITURES**
**FOR**
**PARK IMPACT FEE (624) FUND**
**FROM FY 2017-18 THROUGH 2024-25**

| EXPENDITURES | PRIOR YRS | FY 2018 | FY 2019 | FY 2020 | FY 2021 | FY 2022 | FY 2023 | FY 2024 | FY 2024-25 | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|
| Park Master Plan | - | - | - | - | - | - | - | 76,199.64 | 70,565.00 | 146,764.64 |
| CIP001192 - Sportsfield Park All-Weather Turf Fields – Phase 1 | - | - | 2,427,196.95 | 3,918,287.28 | - | - | - | - | - | 6,345,484.23 |
| CIP001193 - Skate Park at Sportsfield Park – Phase 1 | - | - | 173,212.00 | 22,098.76 | - | - | - | - | - | 195,310.76 |
| CIP001194 - Birch Grove Community Park | - | 64,057.59 | 14,952.39 | 8,770.00 | - | - | - | - | - | 87,779.98 |
| CIP001272 - Citywide Parks Signage Program – Phase 1 | - | - | - | - | - | - | - | 38,133.46 | 19,850.44 | 57,983.90 |
| CIP001273 - Mel Nunes Sportsfield Park Softball Outfield Net | - | - | - | - | - | - | - | - | 28,450.00 | 28,450.00 |
| CIP001337 - Sportsfield Park Synthetic Turf Fields Additional Fencing | - | - | - | - | - | - | - | 28,775.54 | - | 28,775.54 |
| CIP001338 - MacGregor Fields Cricket Pitch | - | - | - | - | - | - | - | 2,957.50 | 4,472.50 | 7,430.00 |
| CIP001339 - Mel Nunes Sportsfield Park Completion | - | - | - | - | - | - | - | - | 70,330.60 | 70,330.60 |
| **TOTAL** | **$ -** | **$ 64,057.59** | **$ 2,615,361.34** | **$ 3,949,156.04** | **$ -** | **$ -** | **$ -** | **$ 146,066.14** | **$ 193,668.54** | **$ 6,968,309.65** |

| APPLIED TO FISCAL YEAR | PRIOR YRS | FY 2018 | FY 2019 | FY 2020 | FY 2021 | FY 2022 | FY 2023 | FY 2024 | FY 2024-25 | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|
| FY 2017-18 | - | 64,057.59 | - | - | - | - | - | - | - | 64,057.59 |
| FY 2018-19 | - | - | 2,615,361.34 | - | - | - | - | - | - | 2,615,361.34 |
| FY 2019-20 | - | - | - | 3,949,156.04 | - | - | - | - | - | 3,949,156.04 |
| FY 2020-21 | - | - | - | - | - | - | - | - | - | - |
| FY 2021-22 | - | - | - | - | - | - | - | - | - | - |
| FY 2022-23 | - | - | - | - | - | - | - | - | - | - |
| FY 2023-24 | - | - | - | - | - | - | - | 146,066.14 | - | 146,066.14 |
| FY 2024-25 | - | - | - | - | - | - | - | - | 193,668.54 | 193,668.54 |
| **APPLIED TOTAL** | **$ -** | **$ 64,057.59** | **$ 2,615,361.34** | **$ 3,949,156.04** | **$ -** | **$ -** | **$ -** | **$ 146,066.14** | **$ 193,668.54** | **$ 6,968,309.65** |

**Summary of Revenues and Expenditures**

The schedule on the next page is divided vertically into two major sections: Revenues and Expenditures. The Revenue section shows the DIF collections by fiscal year and the interest assigned to the fee balance.

The Expenditures section shows the project costs assigned to that year's revenues. These costs are the "row" totals from the bottom section of the prior schedule. The expenditure section aims to show when a year's DIFs were spent to show compliance with the Mitigation Fee Act and AB-602.

**Findings**

Findings are presented in each DIF section and summarized at the beginning of this report.

1. Given the length of time between the last DIF update, the City Council should consider an update to the Nexus Report and DIFs.

   Response: The 2026 Development Impact Fee update and new Nexus studies will address this finding by developing a distinct Park Development Impact Fee that meets Quimby Act requirements and establishes a separate fund specifically for these fees. The study will carefully delineate between fees collected under the Quimby Act, which permits funding for park rehabilitation, and those collected under the Mitigation Fee Act, which focuses on new infrastructure for development impacts. This approach will ensure compliance with both legislative frameworks and allow for strategic use of Quimby Act funds toward the rehabilitation and improvement of existing parks, enhancing recreational amenities for the community.

2. Based on this Five-Year Report, Public Safety DIFs have been *committed* via the Nexus Report or spent within the five-year period required by the Mitigation Fee Act.

   Response: The Five-Year Report confirms that Development Impact Fees (DIFs) have been appropriately committed or spent within the legally required five-year period, demonstrating compliance with statutory timelines and responsible fund management.

**CITY OF NEWARK**
**SUMMARY OF DEVELOPMENT IMPACT FEE REVENUES & EXPENDITURES**
**BY**
**PARK IMPACT FEE (624) FUND**
**FROM FY 2017-18 THROUGH 2024-25**

| | | REVENUES | | | | EXPENDITURES | | | |
|---|---|---|---|---|---|---|---|---|---|
| FISCAL YEAR | PRIOR BALANCE | DIF | INTEREST/FMV | NON-DIF REV. TSFR IN | TOTAL | OUTLAY | TXFR OUT | TOTAL | AVAILABLE BALANCE |
| FY 2017-18 | 5,725,974.07 | 382,510.00 | | - | 382,510.00 | 64,057.59 | - | 64,057.59 | 6,044,426.48 |
| FY 2018-19 | 6,044,426.48 | 308,596.00 | 362,522.00 | - | 671,118.00 | 2,615,361.34 | - | 2,615,361.34 | 4,100,183.14 |
| FY 2019-20 | 4,100,183.14 | 596,187.00 | | - | 596,187.00 | 3,949,156.04 | - | 3,949,156.04 | 747,214.10 |
| FY 2020-21 | 747,214.10 | 2,874,676.96 | 10,800.06 | - | 2,885,477.02 | - | - | - | 3,632,691.12 |
| FY 2021-22 | 3,632,691.12 | 1,799,853.57 | 12,573.80 | - | 1,812,427.37 | - | - | - | 5,445,118.49 |
| FY 2022-23 | 5,445,118.49 | 261,100.00 | 99,987.90 | - | 361,087.90 | - | - | - | 5,806,206.39 |
| FY 2023-24 | 5,806,206.39 | 1,785,051.28 | 280,800.59 | - | 2,065,851.87 | 146,066.14 | - | 146,066.14 | 7,725,992.12 |
| FY 2024-25 | 7,725,992.12 | 862,064.28 | 333,886.29 | - | 1,195,950.57 | 193,668.54 | - | 193,668.54 | 8,728,274.15 |
| **SUMMARY** | | **$8,870,039.09** | **$1,100,570.64** | **$ -** | **$ 9,970,609.73** | **$6,968,309.65** | **$ -** | **$6,968,309.65** | |

# APPENDICES

# APPENDIX A

# RESOLUTION NO. 11,751

RESOLUTION NO. 11,751

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING THE MASTER FEE SCHEDULE FOR FISCAL YEAR 2025-26

WHEREAS, the City Council of the City of Newark is authorized to prescribe and establish fees in regard to services or functions performed by the City for the public in a governmental and proprietary capacity; and

WHEREAS, the City Council desires to amend the Master Fee Schedule to reflect updated costs of service delivery, account for inflationary changes, and implement minor updates such as revised account numbers and clarified fee descriptions; and

WHEREAS, a public hearing has been noticed and held in accordance with Government Code Sections 6062a, 66016, 66017 and 66018; and

WHEREAS, a public hearing was duly noticed and held in accordance with the requirements of California Government Code Sections 6062a, 66016, 66017, and 66018; and

WHEREAS, the City Council has previously adopted updates to the Master Fee Schedule by resolution, most recently on November 14, 2024, through Resolution No. 11,709; and

WHEREAS, the proposed amendments are consistent with the City's adopted Cost Recovery Policy and are based on departmental input, a cost-of-service analysis, and policy guidelines to ensure fees reflect actual service delivery costs.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby amend those portions of the City of Newark Master Fee Schedule as set forth in Exhibit "A," attached hereto and incorporated herein by this reference and made part hereof as though set forth at length for Fiscal Year 2025-26.

BE IT FURTHER RESOLVED that the amended fees shall become effective on July 1, 2025, with the exception of certain impact fees, which shall become effective 60 days from the date of this Resolution, pursuant to Government Code Section 66017(a).

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on June 12, 2025, by Vice Mayor Little who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

| | |
|---|---|
| AYES: | Council Members Catancio, Jorgens, Vice Mayor Little, and Mayor Hannon |
| NOES: | None |
| ABSENT: | Council Member Grindall |
| SECONDED: | Council Member Catancio |

APPROVED:

MICHAEL K. HANNON
Mayor

ATTEST:

SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
City Attorney

**City of Newark**
**Master Fee Schedule – Effective July 1, 2025**

## EXHIBIT A

### SUMMARY OF PROPOSED CHANGES

**GENERAL FUND – ADMINISTRATIVE SERVICES**

- Removed Newark Municipal Code Reproductions being that the code is available online and downloadable/printable and staff no longer receives requests for physical copies.
- Expanded returned check fee now includes returned E-checks.

**GENERAL FUND – POLICE SERVICES**

- Updated account number for administrative accuracy.
- Updated Alarm User's Permit Application to a flat fee.

**GENERAL FUND – FIRE SERVICES**

- Changed Fire Code Operational Permits to a one-time cost, rather than annual being that it is issued until revoked.
- Added fees for state mandated fire inspections.

**RECREATION AND COMMUNITY SERVICES**

- Staffing fees were standardized to ensure consistent charges across all programs that require staff assistance or are governed by specific agreements.
- A fee was added for staff to perform athletic field preparations—such as chalking lines and dragging baseball and softball fields—when requested by the group users.
- Updated the minimum rental hours required for select rental areas.
- Revised certain rental sections to incorporate more inclusive and general terminology for field rentals—for example, using "ball fields" instead of specifying "softball" or "soccer" fields.
- Increased the maximum rental fees for the Aquatic Center parties and rentals to align with recent enhancements, including upgraded amenities and cabana fixtures. The updates enable services to be bundled into party packages that include guest admission, food options, oversized games, and more while providing a private, reserved space on the pool deck.

**CONSTRUCTION ENTERPRISE**

- The proposed adjustments decrease the Park Impact, Capital Facilities, Community Service/Facilities, Transportation, and Housing Impact Fees by 0.9% based on the San Francisco Engineering News Record Construction Cost Index per Resolutions, 10,505, 10,633, 10,634, 10,635 and 10,184, respectively.

| | Account No. | Description | Fee (in dollars) |
|---|---|---|---|
| **I. GENERAL FUND - ADMINISTRATIVE SERVICES** | | | |
| ~~J. NEWARK MUNICIPAL CODE REPRODUCTIONS~~ | | | |
| ~~110.00.000.000~~ | ~~4104~~ | ~~1. Newark Municipal Code~~ | ~~450~~ remove |
| | | ~~a. Annual Supplements~~ | ~~2/page~~ remove |
| L. RETURNED CHECK | | | |
| 110.00.000.000 | 4990 | 1. Returned Check or E-check | 100 per check |

| | Account No. | Description | Fee (in dollars) |
|---|---|---|---|
| **I. GENERAL FUND - POLICE** | | | |
| R. | BURGLAR, INTRUSION, AND ROBBERY ALARM SYSTEM | | |
| 110.30.030.300 | ~~4199~~ | 1. Alarm User's Permit Application | |
| | 4154.110 | a. Nontransferable Permit | ~~Actual Third party costs~~ 17.50 |
| | 4154.120 | b. Alarm File Update | ~~Actual Third party costs~~ 7.35 |
| | 4154.120 | c. Biennial Renewal | ~~Actual Third party costs~~ 3.50 |

| | Account No. | Description | Fee (in dollars) |
|---|---|---|---|
| **I. GENERAL FUND - FIRE** | | | |
| CC. | FIRE CODE OPERATIONAL PERMITS | | |
| 110.40.040.400 | 4132 | 1. ~~Annual~~ Permit | 192/hour; (one hour minimum) |
| II. | ANNUAL STATE MANDATED INSPECTIONS (SB1205) | | |
| 110.40.040.400 | 4135 | 1. Private Schools (for profit) | 439/facility |
| | | 2. Hotel/Motel | 439/facility |
| | | 3. Lodging Houses and Apartments (three units or more) | 70 per every 10 units |

| | Account No. | Description | Fee (in dollars) |
|---|---|---|---|
| **III. RECREATION AND COMMUNITY SERVICES** | | | |
| C. SILLIMAN FACILITY RENTALS | | | |
| 130.70.073.732 | 4891 | 1. Gymnasium** | |
| | | c. Staffing | 25 ~~22~~-60/hour |
| 130.70.073.732 | 4891 | 7. Athletic Fields++ | |
| | | a. Ball ~~Softball~~ Fields ~~(Sports field and Birch Grove)~~ | |
| | | (9) Staff Athletic Field Preparation Time | 25-60/hr (three hour minimum) |
| | | b. ~~Soccer and~~ Multi-Use Playfields – Newark Nonprofit Youth Sports Organizations | |
| | | (2) Daylight use - all weather turf fields | 35-40/hour/field (two hour minimum) |
| | | (3) With lights - all weather turf fields | 50-55/hour/field (two hour minimum) |
| 130.70.073.732 | 4891 | (4) Staffing | 25-60/hour |
| | | c. ~~Soccer and~~ Multi-Use Grass Playfields | |
| | | (1) Daylight use, Resident | 60-90/hour/field or designated area (two hour minimum) |
| | | (2) Daylight use, Nonresident | 70-105/hour/field or designated area (two hour minimum) |
| | | d. ~~Soccer and~~ Multi-Use All-Weather Turf Playfields – All Other User Groups | |
| | | (1) Daylight use, Resident | 70-100/hour/field or designated area (two hour minimum) |
| | | (2) With lights, Resident | 85-110/hour/field or designated area (two hour minimum) |
| | | (3) Daylight use, Nonresident | 80-110/hour/field or designated area (two hour minimum) |
| 130.70.073.732 | 4891 | (4) With lights, Nonresident | 95-115/hour/field or designated area (two hour minimum) |
| 130.70.073.732 | 4891 | e. Skatepark | |
| | | (1) Special Event usage, Resident | 50-100/hr (two hour minimum) |
| | | (2) Special Event usage, Non-resident | 60-125/hr (two hour minimum) |
| | | (3) Staffing | 25 ~~20~~-100/hr per staff member |

| | Account No. | Description | Fee (in dollars) |
|---|---|---|---|
| D. AQUATIC CENTER RENTALS (INCLUDES POOL USE) | | | |
| 130.70.073.730 | 4181 | 1. Parties and Rentals* | |
| | | a. Group, Pool Rental, Resident/Pool | 100-~~888~~ 1,000/hr (two hour minimum) |
| | | b. Group, Pool Rental, Nonresident/Pool | 125-~~1,000~~ 1,200/hr (two hour minimum) |
| | | f. Cabana Rental, Resident - includes drop-in admission for 5 - 10 people | 100-~~150~~ 300/session |
| | | g. Cabana Rental, Nonresident - includes drop-in admission for 5 - 10 people | 110-~~175~~ 350/session |
| | | i. Group Rental Area | 160-~~177~~ 250/half space entry for 10; 320-~~355~~ 500/full space entry for 20 |
| H. COMMUNITY CENTER & CIVIC CENTER PLAZA RENTALS | | | |
| 130.70.071.710 | 4185 | 4. Rental Deposit Retention | |
| | | a. Occupancy of facility ~~beyond~~ after 10 p.m., ~~City mandated vacate time~~ and until last person vacates facility | Two times the hourly ~~rate on contract~~ contract rate (charged per hour) |
| | | b. Occupancy of facility beyond contracted hours, ~~but before~~ until 10 p.m. ~~mandated vacate time~~ | One and a half times the hourly ~~rate on contract~~ contract rate (charged per hour) |
| 130.70.071.710 | 4185 | 5. Tennis Courts | |
| | | c. Staffing | 25 ~~20~~-100/hour per staff member |
| I. CHILD CARE | | | |
| | | 2. Child Care - Full-Time | 245-~~270~~ 285/week |

| | Account No. | Description | Fee (in dollars) |
|---|---|---|---|
| K. GENERAL YOUTH AND TEEN SERVICES | | | |
| 130.70.072.720 | 4183 | 4. Excursions: Includes cost of instructor or staff, supply costs, administrative overhead, equipment costs, excursion costs to include admission fees and transportation, parking fees, cost of chartering vehicle, bridge tolls, cell phone ~~and pager charges~~, and vehicle maintenance/repair. | 1-500/person |
| N. MISCELLANEOUS | | | |
| | | ~~All rentals and programs may require an additional fee, based on actual cost of service for additional personnel, maintenance, supplies, or damages incurred. City sponsored or co-sponsored programs can be offered at no charge. Fee charges include scheduled costs of staff, supplies, maintenance, equipment replacement, janitorial services, and administrative overhead.~~<br>~~Activity and user fees may be pro-rated.~~ | |
| | | Fees cover staff, supplies, maintenance, equipment replacement, cleaning, and administrative costs. Rentals and programs may have extra fees based on the actual costs for additional staff, maintenance, supplies, or damages. City-sponsored or co-sponsored programs may be free. For Newark-based non-profits hosting free events, rental fees beyond staffing or inspection costs may be waived by the City Manager or their designee. Liability insurance is required for events, with the City of Newark listed as "Additionally Insured." Activity and user fees may be adjusted based on usage. | |

| | Account No. | Description | Fee (in dollars) |
|---|---|---|---|
| **V. CONSTRUCTION DEVELOPMENT** | | | |
| A. DEVELOPMENT | | | |
| 624.00.000.000 | 4143 | 2. Park Impact Fee ** | |
| | | a. Projects without Land Dedicated for Parks | |
| | | (1) Single-Family | ~~30,788.01~~ 30,510.92/dwelling unit |
| | | (2) Multi-Family Units | ~~22,167.76~~ 21,968.25/dwelling unit |
| | | b. Projects that Dedicate Land for Parks | |
| | | (1) Single-Family | ~~9,236.40~~ 9,153.27/dwelling unit |
| | | (2) Multi-Family Units | ~~6,527.09~~ 6,468.35/dwelling unit |
| | | ** Established by Resolution No. 10,132 and amended by Resolution 10,505. The above fees are effective as of August 8, 2016. Resolution 10,505 also requires the fee to be adjusted annually by the Engineering News Record Construction Cost Index, San Francisco, California. | |
| 620.00.000.000 | 4144 | 3. Capital Facilities * | |
| | | a. Public Safety [1] | |
| | | (1) Single-family residential | ~~4,250.72~~ 4,212.46/unit |
| | | (2) Townhome | ~~4,250.72~~ 4,212.46/unit |
| | | (3) Multi-family residential | ~~2,550.23~~ 2,527.28/unit |
| | | (4) Office/Commercial | ~~.74~~ .73/square foot |
| | | (6) Warehousing/Distribution | ~~.61~~ .60/square foot |
| 621.00.000.000 | 4144 | b. Community Service/Facilities [1] | |
| | | (1) Single-family residential | ~~2,846.23~~ 2,820.61/unit |
| | | (2) Townhome | ~~2,846.23~~ 2,820.61/unit |
| | | (3) Multi-family residential | ~~1,423.62~~ 1,410.81/unit |
| | | (4) Office/Commercial | ~~1.06~~ 1.05/square foot |
| 622.00.000.000 | 4144 | c. Transportation [1] | |
| | | (1) Single-family residential | ~~6,125.38~~ 6,070.25/unit |
| | | (2) Townhome | ~~3,184.51~~ 3,155.85/unit |
| | | (3) Multi-family residential | ~~3,797.66~~ 3,763.48/unit |

| | Account No. | Description | Fee (in dollars) |
|---|---|---|---|
| A. DEVELOPMENT, Continued | | | |
| 622.00.000.000 | 4144 | (4) Office/Commercial | ~~5.43~~ 5.38/square foot |
| | | (5) Manufacturing/Research & Development | ~~2.97~~ 2.94/square foot |
| | | (6) Warehousing/Distribution | ~~5.93~~ 5.88/square foot |
| | | * Established by Resolution No. 8051 and amended by Resolutions No. 9253, 10,633[1], 10,634[1], and 10,635[1] | |
| 623.00.000.000 | 4144 | 4. Housing | |
| | | a. Residential Housing Impact Fee* (revised annually) | |
| | | (1) First 1,000 sq. ft. floor area/unit** | ~~24.68~~ 24.46/square foot |
| | | (2) All sq. ft. over 1,000 sq. floor area/unit | ~~9.89~~ 9.80/square foot |
| | | * Established by Resolution No. 10,184. Floor area for a residential development equals the sum of the horizontal floor areas of a building measured from the exterior face of exterior walls or from the center line of a wall separating two buildings, excluding garages, carports, and common areas.<br><br>** No housing impact fee is charged for the first 200 sq. ft. of floor area for additions to existing dwellings. | |
| | | b. Non-Residential Housing Impact Fee *** (revised annually) | |
| | | (1) Commercial | ~~4.43~~ 4.39/square foot |
| | | (2) Industrial | ~~.83~~ .82/square foot |
| | | *** Established by Resolution No. 8802. Floor area for a commercial development equals the sum of the horizontal floor areas of the a building measured from the exterior face of exterior walls or from the center line of a wall separating two buildings. Where no walls exist, the floor area is the area covered by the roof excluding two feet on each side of the structure. Outside areas used for sales or display (such as nurseries, building materials, auto sales, etc.) may be considered part of floor area when the community development director determines that the use of the outside area significantly contributes to the employee density of the building. | |

# APPENDIX B

# RESOLUTION NO. 8051

RESOLUTION NO. 8051

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ESTABLISHING CAPITAL FACILITIES FEES UNDER THE AUTHORITY OF NEWARK MUNICIPAL CODE CHAPTER 3.24, AND AMENDING SECTION V.A.4 OF THE MASTER FEE SCHEDULE 2000-2001

WHEREAS, the City Council of the City of Newark is authorized to prescribe and establish fees in regard to services or functions performed by the City for the public in a governmental and proprietary capacity; and

WHEREAS, Chapter 3.24 of the City of Newark Municipal Code authorizes the City Council to establish by resolution the amount of the Capital Facilities Fee to be imposed on new residential, industrial, and commercial development in the City; and

WHEREAS, on June 22, 2000, the City Council adopted Resolution 8011, establishing fees for services as set forth in the Master Fee Schedule 2000-2001; and

WHEREAS, on July 10, 2000, the Community Development Director held a public meeting on the proposed Capital Facilities Fee. Notice of the meeting was given to interested persons at least 14 days before the meeting and was published. At least 10 days before the meeting, the City made available to the public data indicating the amount of cost or estimated cost required to construct the facilities and the revenue sources anticipated to provide the construction cost, including general fund revenues; and

WHEREAS, on July 13, 2000, the City Council held a public hearing on this matter. Notice of the hearing was given to interested persons at least 14 days before the hearing and was published. At least 10 days before the hearing, the City made available to the public data indicating the amount of cost or estimated cost required to construct the facilities and the revenue sources anticipated to provide the construction cost, including general fund revenues. (Government Code §§66016, 66018).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newark which hereby finds, declares, and resolves that:

1. **Amendment of Master Fee Resolution.** Section V.A. 4 of the Master Fee Schedule 2000-2201 is hereby amended by repealing Section V. A. 4 ("Capital Facilities Impact Fee") and replacing it with a new Section V.A.4 entitled "Capital Facilities Fee," as set forth hereinbelow in Section 2.

2. **Fee for development.** A person who develops property shall pay a Capital Facilities Fee, unless the particular development or portion thereof is exempt under Municipal Code Section 3.24.070. The Capital Facilities Fee for residential, commercial, and industrial development is based on the capital facility needs generated by such development and is in proportion to those needs.

The Fee imposed under Municipal Code Section 3.24.050 for new development is indicated below. The Fee is based on the analysis set forth in the Capital Facilities Fee Technical Report, entitled "Newark Impact Fee Study," dated July 2000 ("Technical Report"), a copy of which is on file in the Community Development Department. The Fee shall be reviewed annually and modified as necessary by resolution based on the Technical Report and future additions and amendments to it, to provide the capital facilities necessary to implement the Capital Facilities Program and achieve the objectives of the City of Newark's General Plan.

**V.A.4 CAPITAL FACILITIES FEE**

| Category of Land Use and Fee | Public Safety | Community Service/Facilities | Transportation | Total CFF |
|---|---|---|---|---|
| Single-family residential (per unit) | $1,515.00 | $1,508.00 | $876.00 | $3,900.00 |
| Multi-family residential (per unit) | $1,737.00 | $1,373.00 | $503.00 | $3,613.00 |
| Commercial (per sq. ft.) | $1.70 | $0.22 | $1.29 | $3.20 |
| Industrial (per sq. ft.) | $0.25 | $0.16 | $0.75 | $1.16 |

If an ambiguity arises in determining the type of development for which a Fee applies, the City shall use the category which in its judgment most nearly fits the proposed use. In making the determination, the City shall rely on the analysis in the July 2000 Technical Report and the specific uses described in the Zoning Ordinance.

3. **AB 1600 Findings (Government Code §66001)**

a. The purpose of the Capital Facilities Fee is to provide adequate capital facilities improvements to serve new development within the City.

b. The Fee will be used to finance a variety of capital facility improvements as prescribed in Section 3.24.100 (B) of the Municipal Code and as identified in the Technical Report, including public safety and transportation facilities and community service and facilities.

c. The Fee will fund that portion of capital facility improvements attributable to new commercial, industrial, and residential development responsible for paying the Fee.

d. The amount of the Fee bears a fair and reasonable relationship to each development's burden on and benefit from the City's public services and capital facilities improvements to be funded by the Fee, and is based on the following considerations:

- New commercial, industrial, and residential development will pay only for those capital facilities which serve new commercial, industrial, and residential development and are necessary to serve the public service needs which will be created by such new development.

- The cost of improvements needed to alleviate existing deficiencies in capital facilities, if any, are not included in this Fee.

- Each type of development shall contribute to the needed improvements in proportion to the use of public services and capital facilities by that type of development. For residential development, the Fee per new dwelling unit is based upon the proportion of total new public facilities' costs attributable to new residential development divided by the number of new residential units expected to be developed in the City through projected buildout. For commercial and industrial development, the Fee per new square foot is based upon the proportion of total new public facilities' costs attributable to new commercial and industrial development divided by the total new commercial and industrial square footage expected to be developed in the City.

4. **Time of payment.**

a. **Residential.** For residential development of no more than one dwelling unit, the Fee shall be paid prior to the issuance of the Certificate of Occupancy, unless the City elects to exercise the exception authorized under Government Code Section 66007(b), in which case it may become payable at an earlier date to be determined by the City. In the case of a residential development which involves construction of more than one dwelling unit, the Fee shall be paid on a lump-sum basis for the total development when the first dwelling in the development receives its Certificate of Occupancy.

b. **Industrial and Commercial.** For industrial and commercial development, the Fee shall be paid prior to issuance of the building permit.

5. **Notice.**

At the time of approval of a project or at the time of the imposition of the Capital Facilities Fee, the City shall provide to the project applicant a statement of:

a. The amount of the Fee and the public improvement that the Fee will be used to finance. (Government Code § 66006(f)); and

b. Notification that the 90-day approval period in which the applicant may protest has begun. (Government Code § 66020(d)).

6. **Findings regarding funds not spent.**

The City shall make certain findings once each fiscal year with respect to any portion of the Fee remaining unexpended or uncommitted in its account five years or more after the deposit of the Fee. (Government Code §66001[d])

7. **Judicial action.**

Any judicial action or proceeding to attack, review, set aside, void, or annul this resolution shall be brought within 120 days. (Government Code §66022).

8. **Effective date.**

The Fee established by this resolution takes effect on September 26, 2000, which is at least 60 days from the date this resolution is adopted. (Government Code §66017)

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on July 27, 2000, by Council Member Nagy who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

AYES: Council Members Boggs, Freitas, Nagy, and Mayor Smith

NOES: None

ABSENT: Council Member Johnson

SECONDED: Council Member Boggs

APPROVED:

s/DAVID W. SMITH
Mayor

ATTEST:

s/FRANCES MILLER-ROGERS
City Clerk

APPROVED AS TO FORM:

s/GARY T. GALLIANO
City Attorney

# APPENDIX C

# PUBLIC SAFETY AND COMMUNITY SERVICE FACILITY DEVELOPMENT IMPACT FEE NEXUS STUDY 2017

**EXHIBIT A**
**RESOLUTION NO. 10633**

KEYSER MARSTON ASSOCIATES

# PUBLIC SAFETY AND COMMUNITY SERVICE FACILITIES DEVELOPMENT IMPACT FEE NEXUS STUDY

*Prepared for:*
**City of Newark**

*Prepared by:*
**Keyser Marston Associates, Inc.**

**March 2017**

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# I. INTRODUCTION, SUMMARY OF CURRENT PROGRAM, RESULTS, AND RECOMMENDATIONS

This Public Safety and Community Service Facility nexus analysis provides the City of Newark (the City) with the necessary technical documentation to support updating its current Public Safety Facility and Community Service Facility impact fees. This nexus analysis has been prepared by Keyser Marston Associates, Inc. (KMA).

## A. Summary of Current Program and City Objectives for Impact Fees

The City currently levies both a public safety capital facilities fee and a community service capital facilities fee on residential and non-residential development. The fee revenues are used to fund a portion of the cost of new capital facilities to serve people who live and/or work in Newark. The portion of costs to be funded by fees on new development reflects the share of the future service population comprised of future residents/employees. The pro rata share of facility costs attributable to existing residents and employees will not be funded by fees levied on new development. The current impact fee amounts are as follows:

**Exhibit 1: Current Impact Fees**

| Type of New Development | Public Safety Capital Facilities Fee | Community Service Capital Facility Fee |
|---|---|---|
| Single-family residential | $1,989 per unit | $1,942 per unit |
| Multi-family residential | $2,079 per unit | $1,596 per unit |
| Commercial | $1.73 per square foot | $0.36 per square foot |
| Industrial | $0.17 per square foot | $0.31 per square foot |

The planned future public safety and community service capital facilities are identified in the City's General Plan and capital improvement plan and through interviews with executive staff, and are detailed in Tables 4 and 5 of this report. Key planned improvements include a new library, city administration building, and police center at the city's current civic center, a performing or cultural arts center, and a new senior center.

## B. Report Background and Legal Context

The Mitigation Fee Act (AB 1600 et seq.) permits cities to adopt impact fees on new development to fund the associated, additional costs of providing capital facilities to meet the demands generated by new residents and employees.

This Report provides the necessary technical analysis to support a schedule of fees to be established by an Impact Fee Ordinance and Resolution. The Mitigation Fee Act allows the City to adopt by Resolution a fee schedule consistent with the supporting technical analysis and findings provided in this Report. The Resolution's approach to setting the fee allows periodic

adjustments of the fee amount as may be necessary over time, without amending the enabling Ordinance.

The technical analysis in this Report estimates the public safety and community service facility fee schedules that will fund new development's "fair share" contribution to funding future public safety and community service facility capital improvements. The key requirements of the Mitigation Fee Act that determine the structure, scope, and amount of the updated fees are as follows:

- **Collected for Capital Facility and Infrastructure Improvements.** Development impact fee revenue can be collected and used to cover the cost of capital facilities and infrastructure required to serve new development and growth in the City. However, impact fee revenue cannot be used to cover the operation and maintenance costs of these or any other facilities and infrastructure.

- **Cannot Fund Existing Needs.** Impact fee revenue cannot be collected or used to cover deficiencies in existing City capital equipment and facilities. The portion of capital costs required to meet the needs of the City's existing population must be funded through other sources. Capital facility investments that increase service standards for existing and new development must be split on a "fair share" basis according to the proportion attributable to each.

- **Must be Based on a Rational Nexus.** An impact fee must be based on a reasonable nexus, or connection, between new growth and development and the need for a new facility or improvement. As such, an impact fee must be supported by specific findings that explain or demonstrate this nexus. In addition, the impact fee amount must be structured such that the revenue generated does not exceed the cost of providing the facility or improvement for which the fee is imposed.

The City can choose to charge impact fees below the maximum, supportable fee schedule. Such downward adjustments in the fee schedule, if selected, are typically based on policy considerations related to considerations of development feasibility and fee levels in peer cities.

### C. Facility Standards and Cost Allocation Approach

A facility standard is a policy that indicates the amount of facilities required to accommodate service demand. The City's General Plan identifies new public safety and community service facilities that will be needed to serve Newark residents and employees through the 2035 planning horizon of the General Plan. As noted in the General Plan, Newark's city hall was built in 1966 and many of its systems are now outdated and the space does not fully meet the needs of Newark today. To serve the existing and future population, the General Plan identifies the need for modernizing or replacing City Hall, building a new library, performing arts center, and

police facilities. Needed improvements to be partially funded by the fees on new development are listed in Tables 4 and 5.

Pursuant to the requirements of the Mitigation Fee Act, facility costs have been allocated to new development proportionate to new development's share of the City's service population upon buildout in 2035. This approach ensures that new development will bear only it's fair share of costs and will not be funding improvements to cure existing deficiencies.

### D. Maximum and Recommended Fee Schedules

Exhibit 2 shows the fee schedules supported by this study and represents the maximum public safety and community service facility fees that the City could charge consistent with the Mitigation Fee Act. The calculation of the fees is presented in Section III of this report. We recommend that the City adopt fees equal to the maximum fee amounts because the total impact fee obligation does not exceed the total obligation in adjoining cities and the recommended fees are needed to mitigate the facility needs of new residents and employees. However, consideration could be given to allowing for the reduction, with City Council approval, of fees to support high-income job generation and sales tax generating uses.

The fee schedules include a 2 percent (2%) administration fee, consistent with other Mitigation Fee Act program administrative costs in many other California jurisdictions.

**Exhibit 2: Maximum and Recommended Fee Schedules**

| Type of New Development | Maximum and Recommended Fee Amounts | |
|---|---|---|
| | **Public Safety Facility Fee** | **Community Service Facility Fee** |
| Residential | $2,311 per unit | $3,451 per unit |
| Commercial | $1.72 per square foot | $1.19 per square foot |
| Industrial | $0.36 per square foot | $0.50 per square foot |

### E. Fee Indexing

Since construction costs continue to rise, it is important that the cost be indexed to inflation. The fee should be adjusted annually by a construction cost index, such as the Engineering News Record.

## II. MITIGATION FEE ACT NEXUS FINDINGS

This chapter describes the necessary "nexus" between new development in Newark and the proposed capital facilities investments, as required under the Mitigation Fee Act – Government Code Section 66000 (AB1600). The new public safety facility and community service facility development impact fees will fund new development's "fair share" of needed capital facilities as identified in the General Plan to provide an adequate level of service to Newark.

Nexus findings address: (1) the ***purpose*** of the fee and a related description of the facility for which fee revenue will be used, (2) the specific ***use*** of fee revenue, 3) the ***relationship*** between the facility and the type of development, (4) the relationship between the ***need*** for the facility and the type of development, and (5) the relationship between the amount of the fee and the ***proportionality*** of cost specifically attributable to new development. The subsections below describe the nexus findings for both the Public Safety Facility Impact Fee and the Community Service Facility Impact Fee.

### A. Purpose

The fees will ensure that new development contributes its "fair share" towards funding the construction of new capital facilities that are identified in the City's General Plan.

### B. Use of Fee Revenues

Public safety facility impact fee revenues will be used to fund a portion of the cost to construct the public safety capital facilities identified in Table 4. Similarly, the community service facility impact fee revenues will be used to fund a portion of the cost to construct the community service capital facilities identified in Table 5. These facilities will benefit the entire City of Newark.

### C. Relationship

New residential development in the City of Newark will increase the demand for and use of public safety and community service facilities. Fee revenue will be used to help fund new development's pro rata share of the cost of new facilities that will be built to serve the entire City.

### D. Need

The City's General Plan has identified new public safety and community service facilities that are needed to serve Newark through the year 2035. These new facilities are needed to serve both existing and new residents and employees. Each new residential and non-residential project will bring new residents and employees to the City and will generate incremental, new demand and use of the City's public safety and community service facilities. New revenues to

fund investments in new public safety and community service facilities are needed to fund needed capital facilities as identified in the City's General Plan.

Given that impact fees on new development will fund approximately 26% of the cost of new public safety capital facilities and 21% of new community service capital facilities, the City will need to secure funding from other sources to construct the capital facilities. It is anticipated that the balance of funds will come from the following sources:

- Local half cent sales tax;
- City General Fund surpluses;
- Regional, state and federal grants

## E. Proportionality

The maximum, supportable public safety facilities and community service facility fee schedules have been derived by the following steps:

1. Establish the list of capital facilities to be funded, in part, by fees on new development. The source for this list is the City's General Plan and the City's Capital Improvement Plan.
2. Establish the current and future (year 2035) population and employment estimates for the City of Newark. Sources for these estimates are the State Department of Finance, the City's General Plan, demographic research companies, and City staff.
3. Establish estimates of the current and future number of housing units, square feet of commercial space, and square feet of industrial space in the City. Sources for these estimates are the State Department of Finance, City staff, and the trends in the employment density of new development.
4. Establish the population base to be served by each capital facility to be funded by impact fees. For example, a new administration building at city hall will serve all future residents and employees. A new senior center, however, will serve all future residents, but not employees.
5. Calculate the percentage of each future service population comprised of existing residents/employees and the percentage attributable to new residents/employees.
6. For each capital facility, multiply the cost of the facility by the percentage of demand attributable to the new service population.
7. Distribute the cost allocated to new development by land use (residential, commercial, and industrial) based on the land use composition of the applicable service population. The distribution of demand for fire facilities has been determined based on the distribution of fire/EMS protection service calls by land use.
8. Aggregate the public safety capital facility costs attributable to new development by land use.

9. Divide each land use's share of new development cost by the projected amount of new development (units, commercial square feet, or industrial square feet) to establish the public safety facility fee amount on new development.
10. Aggregate the community service capital facility costs attributable to new development by land use.
11. Divide each land use's share of new development cost by the projected amount of new development (units, commercial square feet, or industrial square feet) to establish the community service facility fee amount on new development.

With this methodology, the fee program cost estimates are directly proportional to the relative increase in new development.

## III. DEMAND FOR NEW PUBLIC SAFETY FACILITIES AND SUPPORTED IMPACT FEE AMOUNTS

### A. Public Safety Facility Needs to Serve Newark through 2035

City staff have identified the following list of needed public safety facility improvements based on the facility needs identified in the City's General Plan and the City's Capital Improvement Plan. These new facilities are anticipated to meet the City's needs through the year 2035. As shown in Exhibit 3, the total cost of capital facilities is estimated at $42 million, with a $23 million police center at the Civic Center accounting for 55% of the entire cost of new facilities.

**Exhibit 3: New Public Safety Needs**

| Fire | Total Cost | Total, With 2% Admin. |
|---|---|---|
| Fire Admin Portion of City Administration Building | $2,557,400 | $2,608,548 |
| Community Alerting and Warning System | $75,000 | $76,500 |
| Fire Station No. 27 Energy Efficient Windows | $40,000 | $40,800 |
| Fire Station No. 27 Training Tower | $2,000,000 | $2,040,000 |
| Fire Station No. 29 Truck Exhaust System | $45,000 | $45,900 |
| Replace Fire Station No. 27 | $5,300,000 | $5,406,000 |
| Replace and Expand Fire Station No. 29 | $6,400,000 | $6,528,000 |
| Ladder Truck/Fire Engine to serve new population | $1,200,000 | $1,224,000 |
| Traffic Signal Preemption (Opticom) | $160,000 | $163,200 |
| Total Fire | $17,777,400 | $18,132,948 |
| **Police** | | |
| Police Center at the Civic Center | $23,016,600 | $23,476,932 |
| Police Vehicles (5) to serve new population | $325,000 | $331,500 |
| Police Department Substation Facilities | $850,000 | $867,000 |
| Total Police | $24,191,600 | $24,675,432 |
| **Total, Public Safety** | **$41,969,000** | **$42,808,380** |

### B. Service Population

The proposed new facilities will serve all of Newark. Therefore, the applicable service population for public safety capital facilities is both residents and employees. As shown in Exhibit 4, the City's current population is 44,733. By 2035 the population is anticipated to reach 60,510, reflecting an increase of 15,777 people over roughly the next 19 years. Approximately 19,363 people work in Newark, with employment in commercial businesses totaling approximately 12,500 and employment in industrial businesses totaling approximately 6,860. Employment is expected to grow by 4,950 through 2035.

**Exhibit 4: City of Newark Population and Employment**

| | 2016 | In progress | Additional - 2017 through 2035 | 2035 |
|---|---|---|---|---|
| **Population[1]** | **44,733** | **2,933** | **12,844** | **60,510** |
| **Employment[2]** | | | | |
| **Office** | 1,197 | | 850 | 2,047 |
| **Retail** | 7,762 | | 900 | 8,662 |
| **50 % R&D** | 3,545 | | 1,350 | 4,895 |
| **Total Commercial** | 12,504 | | 3,100 | 15,604 |
| **Light Industrial** | 1,749 | | 300 | 2,049 |
| **Heavy Industrial** | 1,565 | | 200 | 1,765 |
| **50% R&D** | 3,545 | | 1,350 | 4,895 |
| **Total Industrial** | 6,859 | | 1,850 | 8,709 |
| **Total Employment** | **19,363** | | **4,950** | **24,313** |

*[1] State Department of Finance E-5 is source of estimate of current population. Estimate of population in 2035 is the Newark General Plan.*

*[2] ESRI is source of current employment estimates. 2035 employment estimates have been provided City staff.*

In recognition that employees' demands for city services is generally limited to the time that they are at work, the impact of employees is weighted less than the impact of residents. Based on analysis underpinning the current impact fees, it is assumed that the public facility demand created by each employee is equal to 0.36 of the impact of each resident. The fractional demand per employee is calculated by multiplying the share of daily working hours relative to activity hours (.5) by the fraction of 5 working days out of 7 days per week (.71). The derived weighted average is .36.

The service population for Public Safety facilities is the sum of the resident population and.36% of the employment base. As shown in Exhibit 5, the current public safety service population is approximately 51,700 and the service population of residential units currently under construction, which will not be subject to the updated impact fee, is approximately 2,933. The service population associated with new growth through the year 2035 is estimated to total 14,626, which represents 21.1% of the total service population in the buildout year of 2035.

**Exhibit 5: Public Service Population**

| Factor | Source | Number | Percent Allocation |
|---|---|---|---|
| ***Residents*** | | | |
| Existing | SDOF, E-5 | 44,733 | 73.9% |
| In progress | City staff + SDOF | 2,933 | 4.8% |
| **New Growth** | | **12,844** | **21.2%** |
| Buildout | General Plan | 60,510 | 100.0% |
| ***Employment*** | | | |
| Existing | ESRI | 19,363 | 79.6% |
| New Growth | City staff | 4,950 | 20.4% |
| Buildout | | 24,313 | 100.0% |
| ***Public Service Population*** [1] | | | |
| Existing | | 51,704 | 74.6% |
| In Progress | | 2,933 | 4.2% |
| **New Growth** | | **14,626** | **21.1%** |
| Buildout | | 69,263 | 100.0% |

*[1] Public service population is an allocation factor which differentiates between the impact of employees and residents. It equals resident population plus .36 of employment. Per a prior Newark General Plan, the .36 factor reflects an adjustment of one-half (8/16) to reflect the workday's share of awake hours and an adjustment of 5/7 to reflect the work-week's share of the number of days in a week.*

The distribution of the additional 14,626 service population from 2017 through 2035 among the land uses is as follows:

**Exhibit 6: Distribution of New Service Population by Land Use**

| | New Service Population from New Development | |
|---|---|---|
| Residential | 12,844 | 87.8% |
| Commercial | 1,116 (3,100 x 0.36) | 7.6% |
| Industrial | 666 (1,850 x 0.36) | 4.6% |
| Total New Service Population | 14,626 | 100% |

## C. Public Safety Facility Costs Attributable to New Service Population

The cost of new public safety facilities attributable to the demands of new development is generally estimated by applying the 21.1% factor to the facility cost schedule. However, because some of the facilities are needed solely to serve the new service population, the overall percentage of costs attributable to new development is 26.1%.[1] As shown below in Exhibit 7, it

[1] A new fire engine ($1.2 million), an expansion of Fire Station No. 29 to house the new engine, and five police cars ($325,000) are needed to serve exclusively the new service population. 100% of the cost of these facilities is allocated to new development. Please refer to Table 4 for a detailed allocation of costs.

is estimated that new residents/employees will create the demand for approximately $11.2 million of new public safety capital facilities through 2035. Demand attributable to existing residents and employees is estimated to total $31.7 million.

**Exhibit 7: Public Safety Facility Costs Attributable to Demand from New Development**

| | Total Facility Cost with 2% Admin. Fee | Costs Allocable to New Development – 26.1% |
|---|---|---|
| Total Fire | $18.1 million | $5.7 million |
| Total Police | $24.7 million | $5.5 million |
| **Total, Public Safety Facility Costs** | **$42.8 million** | **$11.2 million** |

## D. Distribution of Public Safety Facility Demand by Land Use

Since impact fees are levied per unit or per square foot of new non-residential development and often vary by type of non-residential development, the service population needs to be broken down by land use. As provided in Exhibit 8, the distribution of the growth in the service population is as follows: 88% from new residents; 8% from new commercial employees; and 5% from new industrial employees. For purposes of this analysis, it has been assumed that the distribution of demand is proportionate to the distribution of the service population.

The source of demand for new fire protection facilities has been estimated based on the distribution of service calls submitted to the Newark Fire Department during calendar year 2015. The call records and the source of calls are detailed in Table 10. As summarized below, approximately 77% of calls originated from residential homes, 19% from commercial establishments, and 4% from industrial establishments.

**Exhibit 8: Distribution of New Service Population for Public Safety Facilities by Land Use**

| | Total | Residential | Commercial | Industrial |
|---|---|---|---|---|
| **Distribution for Police Facilities**[1] | | | | |
| Percentage | 100% | **87.8%** | **7.6%** | **4.6%** |
| **Distribution for Fire Facilities** | | | | |
| Percentage[2] | 100% | **77%** | **19%** | **4%** |

[1] *Exhibit 7*

[2] *Table 10*

The demand for new public safety facilities by land use is estimated by applying these demand percentages to the facility costs attributable to new development. As shown in Exhibit 9, the costs attributable to new residential development is estimated to total $9.2 million, the cost attributable to new commercial development is estimated to total $1.5 million, and the cost attributable to new industrial development is estimated to total $451,000.

**Exhibit 9: Distribution of Public Safety Facility Costs by Land Use Demand**

| | Police Facilities | Fire Facilities | Total Public Safety Facilities |
|---|---|---|---|
| **Facility Costs Attributable to New Development** | **$5.5 million[1]** | **$5.7 million** | **$11.2 million** |
| **Residential** | $4.8 million (87.8%) | $4.4 million (77%) | $9.2 million (84%) |
| **Commercial** | $0.4 million (7.6%) | $1.1 million (19%) | $1.5 million (12%) |
| **Industrial** | $0.2 million (4.6%) | $0.2 million (4%) | $0.5 million (4%) |

*[1]Totals may not add due to rounding.*

## E. Supported Public Safety Facility Fee Levels

Since impact fees are levied per unit of new development, the growth of the service population must be translated into projected new residential units and new building square footage. Based on US Census data, an average household size of 3.23 has been assumed to convert population projections into projected residential units. City staff has provided estimates of existing commercial and industrial stock and the amount of new space anticipated to be built through 2035. See Exhibit 10 below.

**Exhibit 10: Current and Anticipated population and commercial and industrial stock**

| | Growth in Service Population – 2017 through 2035 | New Households; New Commercial and Industrial SF – 2017 through 2035 |
|---|---|---|
| Residential Population | 12,844 | 3,977 |
| Commercial Service Population | 1,116 | 880,000 sq. ft. |
| Industrial Service Population | 666 | 1,250,000 sq. ft. |

Supported fee amounts on new development to fund needed public safety facilities are determined by dividing the portion of costs attributable to the demand generated by new development by the magnitude of new development anticipated through 2035. As shown in Exhibit 11, impact fees of $2,311 per residential unit, $1.72 per square foot of new commercial development and $0.36 per square foot of new industrial development are warranted to fund the construction of public safety facilities in Newark to serve the needs generated by new development.

**Exhibit 11: Supported Public Safety Facilities Impact Fees by Land Use**

| | Residential | Commercial | Industrial | Total |
|---|---|---|---|---|
| Costs Allocated to New Development | $9,187,925 | $1,512,565 | $451,442 | $11,151,931 |
| New Development (Units or SF) | 3,977 | 880,000 | 1,250,000 | |
| **Impact Fee per Unit/SF** | **$2,311** | **$1.72** | **$0.36** | |

## IV. DEMAND FOR NEW COMMUNITY SERVICE FACILITIES AND SUPPORTED IMPACT FEE AMOUNTS

### A. Community Service Facility Needs to Serve Newark through 2035

City staff have identified the following list (Exhibit 12) of needed community service facility improvements based on the facility needs identified in the City's General Plan and the City's Capital Improvement Plan. These new facilities are anticipated to meet the City's needs through the year 2035. As shown, the total cost of capital facilities is estimated at $71.46 million. The largest planned expenditures include a $21.1 million new library at the civic center, a $17.3 million new city administration building at the civic center, a $9 million performing arts center, and a $7.5 million senior center.

**Exhibit 12: Needed Community Service Facility Improvements**

| Community Service Facilities | Total Cost | Total, With 2.00% Admin. |
|---|---|---|
| City Administration Building at Civic Center | $17,262,450 | $17,607,699 |
| Equipment Shop Heavy Duty Vehicle Hoist | $60,000 | $61,200 |
| History Center (Phases 2,3,4) | $4,000,000 | $4,080,000 |
| Library at the Civic Center | $21,098,550 | $21,520,521 |
| Mowry Avenue Backup Walls | $900,000 | $918,000 |
| New Fuel Management System | $60,000 | $61,200 |
| New Senior Center | $7,500,000 | $7,650,000 |
| Newark Boulevard Backup Walls | $1,200,000 | $1,224,000 |
| Performing (or Cultural) Arts Center | $9,000,000 | $9,180,000 |
| Service Center Fuel Tank Canopy | $130,000 | $132,600 |
| Service Center Storage Facility | $400,000 | $408,000 |
| Service Center Waste Disposal Upgrades | $250,000 | $255,000 |
| Silliman Complex Restroom/Maintenance Facility | $700,000 | $714,000 |
| Thornton Avenue Streetscape | $2,200,000 | $2,244,000 |
| Electrical Vehicle Charging Stations | $200,000 | $204,000 |
| New Homeless Shelter | $1,500,000 | $1,530,000 |
| Service Center Expansion | $5,000,000 | $5,100,000 |
| Total Community Facilities | $71,461,000 | $72,890,220 |

### B. Public Service Population

The proposed new community facilities will serve all of Newark. Therefore, the applicable service population for most community service capital facilities is both residents and employees. As shown in Exhibit 13, the City's current population is 44,733. By 2035 the population is anticipated to reach 60,510, reflecting an increase of 15,777 people over roughly the next 19 years. Approximately 19,363 people work in Newark, with 12,500 employed in commercial

businesses and 6,860 employed in industrial businesses. An additional 4,950 employees are expected through 2035.

**Exhibit 13: City of Newark Population and Employment**

| | 2016 | In progress | Additional – 2017 through 2035 | 2035 |
|---|---|---|---|---|
| **Population[1]** | **44,733** | **2,933** | **12,844** | **60,510** |
| **Employment[2]** | | | | |
| **Office** | 1,197 | | 850 | 2,047 |
| **Retail** | 7,762 | | 900 | 8,662 |
| **50 % R&D** | 3,545 | | 1,350 | 4,895 |
| **Total Commercial** | 12,504 | | 3,100 | 15,604 |
| **Light Industrial** | 1,749 | | 300 | 2,049 |
| **Heavy Industrial** | 1,565 | | 200 | 1,765 |
| **50% R&D** | 3,545 | | 1,350 | 4,895 |
| **Total Industrial** | 6,859 | | 1,850 | 8,709 |
| **Total Employment** | **19,363** | | **4,950** | **24,313** |

*[1] State Department of Finance E-5 is source of estimate of current population. Estimate of population in 2035 is the Newark General Plan.*

*[2] ESRI is source of current employment estimates. 2035 employment estimates have been provided City staff.*

In determining the population to be served by the new facilities, it is recognized that employees' demands for city services is generally limited to the time that they are at work. Therefore, employees are weighted less than residents. Based on that analysis that was undertaken to support the current impact fees, it is assumed that the public facility demand created by each employee is equal to 0.36 of the impact of each resident. The fractional demand per employee is calculated based on a fraction of 8 hours out of 16 activity hours per day (.5) times the fraction of 5 working days out of 7 days per week (.71). The derived weighted average is .36.

The public service population for all community service facilities except the senior center is the sum of the resident population and.36% of the employment base. As shown in Exhibit 13, the current service population is approximately 51,700 and the service population of residential units currently under construction, which will not be subject to the updated impact fee, is approximately 2,933. The service population associated with new growth through the year 2035 is estimated to total 14,626, which represents 21.1% of the total service population in the buildout year of 2035.

Given that employment does not contribute to the need for senior centers, the service population for the senior center is the residential population. As shown in Exhibit 14, it is estimated that the City's population will increase by 12,844 from 2017 through 2035 from new residential development, excluding new units currently under construction, which will be subject

to the existing fees. The additional 12,844 residents will account for 21.2% of Newark's population by 2035. Therefore, 21.2% of the cost of the senior center is estimated to be attributable to the impacts of new development.

**Exhibit 14: Public Service Population**

| Factor | Source | Number | Percent Allocation |
|---|---|---|---|
| ***Residents*** | | | |
| Existing | SDOF, E-5 | 44,733 | 73.9% |
| In progress | City staff + SDOF | 2,933 | 4.8% |
| **New Growth** | | **12,844** | **21.2%** |
| Buildout | General Plan | 60,510 | 100.0% |
| ***Employment*** | | | |
| Existing | ESRI | 19,363 | 79.6% |
| New Growth | City staff | 4,950 | 20.4% |
| Buildout | | 24,313 | 100.0% |
| ***Public Service Population*** [1] | | | |
| Existing | | 51,704 | 74.6% |
| In Progress | | 2,933 | 4.2% |
| **New Growth** | | **14,626** | **21.1%** |
| Buildout | | 69,263 | 100.0% |

*[1] Public service population is an allocation factor which differentiates between the impact of employees and residents. It equals resident population plus .36 of employment. Per a prior Newark General Plan, the .36 factor reflects an adjustment of one-half (8/16) to reflect the workday's share of awake hours and an adjustment of 5/7 to reflect the work-week's share of the number of days in a week.*

The distribution of the additional 14,626 service population from 2017 through 2035 among the land uses is presented in Exhibit 15:

**Exhibit 15: Distribution of New Service Population by Land Use**

| | New Service Population from New Development | |
|---|---|---|
| *All facilities, except senior center* | | |
| Residential | 12,844 | 87.8% |
| Commercial | 1,116 (3,100 x 0.36) | 7.6% |
| Industrial | 666 (1,850 x 0.36) | 4.6% |
| **Total New Service Population, All except Senior Center** | **14,626** | **100.0%** |
| **Senior Center** | **12,844** | **100%** |

## C. Community Service Facility Costs Attributable to New Development

The cost of new community service facilities attributable to the demands of new development is estimated by applying the 21.1% factor to the facility cost schedule for all improvements, excluding the senior center, and applying a factor of 21.2% to the total cost of the senior center. As shown in Exhibit 16, it is estimated that new residents/employees will create the demand for approximately $15.4 million of new community service capital facilities through 2035, which accounts for approximately 21.1% of total project costs. Demand attributable to existing residents and employees is estimated to total $57.5 million.

**Exhibit 16: Community Service Facility Costs Attributable to Demand from New Development**

| | Total Facility Cost with 2% Admin. Fee | Costs Allocable to New Development |
|---|---|---|
| Total Community Facilities, excluding senior center | $65.24 million | $13.78 million (21.1%) |
| Senior Center | $ 7.65 million | $1.62 million (21.2%) |
| **Total, Community Service Facility Costs** | **$72.89 million** | **$15.40 million (21.1%)** |

## D. Distribution of Community Service Facility Demand by Land Use

Since impact fees are levied per unit or per square foot of new non-residential development and often vary by type of non-residential development, the service population needs to be broken down by land use. As provided in Exhibit 17, the distribution of the growth in the service population for facilities excluding the senior center is as follows: 87.8% from new residents; 7.6% from new commercial employees; and 4.6% from new industrial employees. For the senior center, 100% of the cost is apportioned to residential development. For purposes of this analysis, it has been assumed that the distribution of demand is proportionate to the distribution of the service population.

**Exhibit 17: Distribution of Demand for New Community Service Facilities by Land Use**

| | Total | Residential | Commercial | Industrial |
|---|---|---|---|---|
| **Distribution for Community Facilities, Excluding the Senior Center[1]** | | | | |
| Percentage | 100% | **87.8%** | **7.6%** | **4.6%** |
| **Distribution for Senior Center** | | | | |
| Percentage | 100% | **100%** | **0%** | **0%** |

[1] *Exhibit 16*

The demand for new public safety facilities by land use is estimated by applying these demand percentages to the facility costs attributable to new development. As shown in Exhibit 18, the costs attributable to new residential development is estimated to total $13.72 million, the cost attributable to new commercial development is estimated to total $1.05 million, and the cost attributable to new industrial development is estimated to total $0.63 million.

**Exhibit 18: Distribution of New Development's Share of Community Service Facility Costs by Land Use**

| | Senior Center | All other Community Service Facilities | Total Community Service Facilities |
|---|---|---|---|
| **Facility Costs Attributable to New Development** | **$1.62 million** | **$13.78 million** | **$15.40 million** |
| **Residential Demand** | $1.62 million (100%) | $12.10 million (87.8%) | $13.72 million (89%) |
| **Commercial Demand** | $0.00 million (0%) | $1.05 million (7.6%) | $1.05 million (7%) |
| **Industrial Demand** | $0.00 million (0%) | $0.63 million (4.6%) | $0.63 million (4%) |

## E. Supported Community Service Facility Fee Levels

Since impact fees are levied per unit of new development – per residential unit or per square foot of new commercial or office development, the average household size and the average employment density is needed to convert the demand of new residents/employees into the demand of new residential units and new building square footage. Based on US Census data, an average household size of 3.23 has been assumed. City staff has provided estimates of existing commercial and industrial stock and the amount of new space anticipated to be built through 2035, which are presented in Exhibit 19.

**Exhibit 19: Existing commercial and industrial stock and anticipated amount of new space**

| | Growth in Service Population – 2017 through 2035 | New Households; New Commercial and Industrial SF – 2017 through 2035 |
|---|---|---|
| Residential Population | 12,844 | 3,977 |
| Commercial Service Population | 1,116 | 880,000 sq. ft. |
| Industrial Service Population | 666 | 1,250,000 sq. ft. |

Supported fee amounts on new development to fund needed community service facilities are determined by dividing the portion of costs attributable to the demand generated by new development by the magnitude of new development anticipated through 2035. As shown in Exhibit 20, impact fees of $3,451 per residential unit, $1.19 per square foot of new commercial development and $0.50 per square foot of new industrial development are warranted to fund the construction of community service facilities in Newark to serve the needs generated by new development.

**Exhibit 20: Supported Community Service Facilities Impact Fees by Land Use**

| | Residential | Commercial | Industrial | Total |
|---|---|---|---|---|
| Costs Allocated to New Development | $13,722,088 | $1,051,188 | $627,322 | $15,400,598 |
| New Development (Units or SF) | 3,977 | 880,000 | 1,250,000 | |
| **Impact Fee per Unit/SF** | **$3,451** | **$1.19** | **$0.50** | |

## V. USE OF FEE REVENUE

The City plans to use public safety facility fee revenues to construct the facilities identified in Exhibit 3. The City plans to use community service facility fee revenues to construct the facilities identified in Exhibit 12.

## VI. IMPACT FEES IN NEIGHBORING CITIES, MAXIMUM SUPPORTED FEES, AND RECOMMENDED FEES

### A. Public Safety and Community Service Facility Fees in Neighboring Jurisdictions

KMA surveyed the impact fees levied by the nearby cities of Union City, Fremont, and Milpitas. The impact fees levied in these cities are presented in Appendix Tables A-1, A-2 and A-3, and summarized in Exhibit 21.

As shown, the distribution of types of impact fees and the total fee amount varies considerably among the jurisdictions and by land use. Newark is the only jurisdiction with a dedicated public safety fee for police and fire department capital improvements. In comparison, Union City has a general capital facilities fee, which it levies only on residential development. Both Union City and Milpitas do not levy any material impact fees on non-residential development. Newark's total fee amount on new residential development is significantly less than the fees levied in Union City and Milpitas. Newark's residential fees are also less than the fees levied in Fremont, but the difference is not as large.

Newark's impact fees on commercial development are within the band of fees charged by Fremont but significantly more than the fees levied by Union City and Milpitas, both of which do not levy any significant charges on new commercial development. Newark's impact fees on industrial development are less than the fees levied by Fremont but more than the negligible fees levied in Union city and Milpitas.

**Exhibit 21: Comparison Public Safety and Community Service Facility Impact Fees***

| | Newark | Fremont | Union City | Milpitas |
|---|---|---|---|---|
| **Public Safety Facility Fees** | | | | |
| Residential | $1,989 - $2,079 | 3BR = $371; 4BR = $457 | $0 | $0 |
| Commercial | $1.73 | $0.18 - $0.31 | $0 | $0 |
| Industrial | $0.17 | $0.10 - $0.24 | $0 | $0 |
| **Community Service Facility Fees** | | | | |
| Residential | $1,596 - $1,942 | 3BR = $2,569 4BR = $3,163 | $8,624 - $12,231 | $0 |
| Commercial | $0.36 | $0.55 - $0.92 | $0 | $0 |
| Industrial | $0.31 | $0.31 - $0.71 | $0 | $0 |
| **Total Fees** | | | | |
| Residential | $22,135 - $29,732 | 3 BR = $29,158 4 BR = $31,012 | $38,138 - $42,075 | $29,089 - $44,673 |
| Commercial | $7.06 | $6.22 - $7.57 | < $1.00 | $0 |
| Industrial | $1.85 | $2.03 - $4.53 | < $1.00 | $0 |

**excludes affordable housing fees levied on residential development and fees levied on building permit valuations or any basis other than per unit or per square foot.*

## B. Maximum and Recommended Impact Fees

We recommend that the adopted fees be set at the amounts supported by this nexus study given that the proposed public safety and community service facility fee amounts and total fees in Newark (after adoption of the recommended fees) would not exceed the levies in neighboring communities.

**Exhibit 22: Maximum and Recommended Fee Schedules**

| Type of New Development | Maximum and Recommended Fee Amounts | |
|---|---|---|
| | **Public Safety Facility Fee** | **Community Service Facility Fee** |
| Residential | $2,311 per unit | $3,451 per unit |
| Commercial | $1.72 per square foot | $1.19 per square foot |
| Industrial | $0.36 per square foot | $0.50 per square foot |

## VII. FEE PROGRAM IMPLEMENTATION AND ADMINISTRATION

The Mitigation Fee Act includes a series of reporting requirements designed to ensure that development impact fee revenues are properly accounted for, used appropriately, and that, where funds are ultimately not used, are reimbursed. In addition, jurisdictions adopting fee programs should determine their preferred approach to updating the fee schedule and whether they intend to allow for exemptions, credits, and reimbursements (under any additional circumstances). The following fee program implementation and administration parameters are our standard recommendations. The City's existing program may already include some or all of these recommendations.

### A. Credits, Reimbursement, and Exemptions

Under certain and limited circumstances, as determined by the City, the Impact Fee Resolution could allow developers subject to the fee to obtain credits, reimbursements, or exemptions. In cases of redevelopment, the demolition of space should provide a fee credit. In other words, the gross fee obligation should be calculated based on the scale of the proposed new development, with a fee credit to be applied for existing square footage to be removed (or retained) using the applicable fee for the existing square footage (land uses). Existing developments that are being replaced due to a natural disaster are also exempt from the impact fees.

All other fee credits and/or reimbursements should not be allowed by right but rather should be subject to review by City staff and Council to ensure that such credits or reimbursements are warranted and appropriate.

### B. Securing Supplemental Funding

The maximum, supportable development impact fee is set to cover the public safety and community service facilities investments needed to fund the demands generated by new development. As presented in this analysis, new development is estimated to generate only a portion of the demand for the planned facilities and therefore the fee levies are anticipated to provide only a fraction of the funds needed to construct the facilities. It is anticipated that the City of Newark will need to secure additional funding in order to complete the capital facilities.

### C. Annual Review and Periodic Study Update

The Mitigation Fee Act/AB 1600 (at Gov. C. §§ 66001(c), 66006(b)(1)) stipulates that each local agency that requires payment of a fee make specific information available to the public annually within 180 days of the last day of the fiscal year. This information includes the following:

- A description of the type of fee in the account
- The amount of the fee
- The beginning and ending balance of the fund

- The amount of fees collected and interest earned
- Identification of the improvements constructed
- The total cost of the improvements constructed
- The fees expended to construct the improvement
- The percentage of total costs funded by the fee

Because of the dynamic nature of growth and capital equipment requirements, the City should monitor inventory activity, the need for improvements, and the adequacy of the fee revenues and other available funding. To the extent particular issues are identified, adjustments to the fee program may be required.

**Table 1**
**City of Newark Population and Employment**

| | 2016 | In progress | Additional - 2017 through 2035 | 2035 |
|---|---|---|---|---|
| **Population[1]** | **44,733** | **2,933** | **12,844** | **60,510** |
| **Employment[2]** | | | | |
| **Office** | 1,197 | | 850 | 2,047 |
| **Retail** | 7,762 | | 900 | 8,662 |
| **50 % R&D** | 3,545 | | 1,350 | 4,895 |
| **Total Commercial** | 12,504 | | 3,100 | 15,604 |
| **Light Industrial** | 1,749 | | 300 | 2,049 |
| **Heavy Industrial** | 1,565 | | 200 | 1,765 |
| **50% R&D** | 3,545 | | 1,350 | 4,895 |
| **Total Industrial** | 6,859 | | 1,850 | 8,709 |
| **Total Employment** | **19,363** | | **4,950** | **24,313** |

*[1] State Department of Finance E-5 is source of estimate of current population. Estimate of population in 2035 is the Newark General Plan.*

*[2] ESRI is source of current employment estimates. 2035 employment estimates have been provided City staff.*

**Table 2**
**Residential Units and Non-Residential Gross Building Area**

| | 2016 | In progress | Additional - 2017 through 2035 | 2035 |
|---|---|---|---|---|
| **Residential Housing Units**[1] | 13,470 | 908 | 3,977 | 18,734 |
| **Commercial SF**[2] | est. | | | |
| **Office** | 290,000 | | 130,000 | 420,000 |
| **Retail** | 3,500,000 | | 300,000 | 3,800,000 |
| **50% of R&D** | 1,290,000 | | 450,000 | 1,740,000 |
| **Total Commercial** | 5,080,000 | | 880,000 | 5,960,000 |
| **Industrial SF**[2] | | | | |
| **Light Industrial** | 1,200,000 | | 200,000 | 1,400,000 |
| **Heavy Industrial** | 5,100,000 | | 600,000 | 5,700,000 |
| **50% R&D** | 1,290,000 | | 450,000 | 1,740,000 |
| **Total Industrial** | 7,590,000 | | 1,250,000 | 8,840,000 |
| **Total Commercial + Industrial SF** | 12,670,000 | | 2,130,000 | 14,800,000 |

[1] *Stote Deportment of Finance E-5 is source of estimate of current housing units. Estimates of future units is based on General Plon estimates of population and SDOF overage household size of 3.31.*

[2] *Estimates of non-residential gross building area have been provided by City staff and KMA based on standard employment density factors.*

**Table 3**
**Population Fair Share Allocation: Existing/New Development and Public Service Population**

| Factor | Source | Number | Percent Allocation |
|---|---|---|---|
| ***Residents*** | | | |
| Existing | SDOF, E-5 | 44,733 | 73.9% |
| In progress | City staff + SDOF | 2,933 | 4.8% |
| **New Growth** | | **12,844** | **21.2%** |
| Buildout | General Plan | 60,510 | 100.0% |
| | | | |
| ***Employment*** | | | |
| Existing | ESRI | 19,363 | 79.6% |
| New Growth | City staff | 4,950 | 20.4% |
| Buildout | | 24,313 | 100.0% |
| | | | |
| ***Public Service Population (1)*** | | | |
| Existing | | 51,704 | 74.6% |
| In Progress | | 2,933 | 4.2% |
| **New Growth** | | **14,626** | **21.1%** |
| Buildout | | 69,263 | 100.0% |

[1] *Public service population is an allocation factor which differentiates between the impact of emloyees and residents. It equals resident populaiton plus .36 of employment. Per a prior Newark General Plan, the .36 factor reflects an adjustmet of one-half (8/16) to reflect the workday's share of awake hours and an adjustemt of 5/7 to relfect he workweeks's share of a week.*

Table 4
New Public Facilities Needs and Portion of Needs Attributable to New Development
Impact Fee Study
Newark , CA

| Fire | Total Cost | 2.00% Total, With Admin. | % of Need Generated by: Existing Development | % of Need Generated by: New Development | Method of Allocation | Allocation of Costs: Existing Development | Allocation of Costs: New Development |
|---|---|---|---|---|---|---|---|
| Fire Admin Portion of City Administration Building | $ 2,557,400 | $2,608,548 | 78.9% | 21.1% | 1 | $2,057,701 | $550,847 |
| Community Alerting and Warning System | $ 75,000 | $76,500 | 78.9% | 21.1% | 1 | $60,346 | $16,154 |
| Fire Station No. 27 Energy Efficient Windows | $ 40,000 | $40,800 | 78.9% | 21.1% | 1 | $32,184 | $8,616 |
| Fire Station No. 27 Training Tower | $ 2,000,000 | $2,040,000 | 78.9% | 21.1% | 1 | $1,609,214 | $430,786 |
| Fire Station No. 29 Truck Exhaust System | $ 45,000 | $45,900 | 78.9% | 21.1% | 1 | $36,207 | $9,693 |
| Replace Fire Station No. 27 | $ 5,300,000 | $5,406,000 | 78.9% | 21.1% | 1 | $4,264,416 | $1,141,584 |
| Replace and Expand Fire Station No. 29[2] | $ 6,400,000 | $6,528,000 | 65.3% | 34.7% | 1 | $4,264,416 | $2,263,584 |
| LadderTruck/Fire Engine to serve new population | $ 1,200,000 | $1,224,000 | 0.0% | 100.0% | 1 | $0 | $1,224,000 |
| Traffic Signal Preemtion (Opticom) | $ 160,000 | $163,200 | 78.9% | 21.1% | 1 | $128,737 | $34,463 |
| Total Fire | $ 17,777,400 | $ 18,132,948 | 68.7% | 31.3% | | $ 12,453,221 | $ 5,679,727 |
| **Police** | | | | | | | |
| Police Center at the Civic Center | $ 23,016,600 | $23,476,932 | 78.9% | 21.1% | 1 | $18,519,312 | $4,957,620 |
| Police Vehicles (5) to serve new population | $ 325,000 | $331,500 | 0.0% | 100.0% | 1 | $0 | $331,500 |
| Police Department Substation Facilities | $ 850,000 | $867,000 | 78.9% | 21.1% | 1 | $683,916 | $183,084 |
| Total Police | $ 24,191,600 | $ 24,675,432 | 77.8% | 22.2% | | $ 19,203,228 | $ 5,472,204 |
| Total, Public Safety | $ 41,969,000 | $ 42,808,380 | 73.9% | 26.1% | | $ 31,656,449 | $ 11,151,931 |

[1] *Allocated based on service population.*

[2] *The cost to replace the station is $5.3 million. The cost of the expansion is $1.1 million.The replacement cost is distributed to existing and new development proportionate to their shore of service population. 100% of the expansion cost is allocated to new development.*

Table 5
New Community Service Facilities Needs and Portion of Needs Attributable to New Development
Impact Fee Study
Newark , CA

| | Total Cost | 2.00% Total, With Admin. | % of Need Generated by: Existing Development | % of Need Generated by: New Development | Method of Allocation | Allocation of Costs: Existing Development | Allocation of Costs: New Development |
|---|---|---|---|---|---|---|---|
| Community Service Facilities | | | | | | | |
| City Administration Building at Civic Center | $ 17,262,450 | $17,607,699 | 78.9% | 21.1% | 1 | $13,889,484 | $3,718,215 |
| Equipment Shop Heavy Duty Vehicle Hoist | $ 60,000 | $61,200 | 78.9% | 21.1% | 1 | $48,276 | $12,924 |
| History Center (Phases 2,3,4) | $ 4,000,000 | $4,080,000 | 78.9% | 21.1% | 1 | $3,218,427 | $861,573 |
| Library at the Civic Center | $ 21,098,550 | $21,520,521 | 78.9% | 21.1% | 1 | $16,976,036 | $4,544,485 |
| Mowry Avenue Backup Walls | $ 900,000 | $918,000 | 78.9% | 21.1% | 1 | $724,146 | $193,854 |
| New Fuel Management System | $ 60,000 | $61,200 | 78.9% | 21.1% | 1 | $48,276 | $12,924 |
| New Senior Center | $ 7,500,000 | $7,650,000 | 78.8% | 21.2% | 2 | $6,026,169 | $1,623,831 |
| Newark Boulevard Backup Walls | $ 1,200,000 | $1,224,000 | 78.9% | 21.1% | 1 | $965,528 | $258,472 |
| Performing (or Cultural) Arts Center | $ 9,000,000 | $9,180,000 | 78.9% | 21.1% | 1 | $7,241,461 | $1,938,539 |
| Service Center Fuel Tank Canopy | $ 130,000 | $132,600 | 78.9% | 21.1% | 1 | $104,599 | $28,001 |
| Service Center Storage Facility | $ 400,000 | $408,000 | 78.9% | 21.1% | 1 | $321,843 | $86,157 |
| Service Center Waste Disposal Upgrades | $ 250,000 | $255,000 | 78.9% | 21.1% | 1 | $201,152 | $53,848 |
| Silliman Complex Restroom/Maintenance Facility | $ 700,000 | $714,000 | 78.9% | 21.1% | 1 | $563,225 | $150,775 |
| Thornton Avenue Streetscape | $ 2,200,000 | $2,244,000 | 78.9% | 21.1% | 1 | $1,770,135 | $473,865 |
| Electrical Vehicle Charging Stations | $ 200,000 | $204,000 | 78.9% | 21.1% | 1 | $160,921 | $43,079 |
| New Homeless Shelter | $ 1,500,000 | $1,530,000 | 78.9% | 21.1% | 1 | $1,206,910 | $323,090 |
| Service Center Expansion | $ 5,000,000 | $5,100,000 | 78.9% | 21.1% | 1 | $4,023,034 | $1,076,966 |
| Total Community Facilities | $ 71,461,000 | $ 72,890,220 | 78.9% | 21.1% | | $ 57,489,622 | $ 15,400,598 |

[1] *Allocated based on service population.*
[2] *Allocated based on residential population.*

Table 6
Allocation of New Development's Share of Public Safety Facilities' Costs by Land Use
Impact Fee Study
Newark, CA

| | Total Facilities Needs Attributable to New Development | Allocation Method[1] | Residential | Commercial | Industrial |
|---|---|---|---|---|---|
| Fire | | | | | |
| Fire Admln Portion of City Administration Building | $550,847 | 3 | $425,029 | $106,201 | $19,617 |
| Community Alerting and Warning System | $16,154 | 3 | $12,465 | $3,115 | $575 |
| Fire Station No. 27 Energy Efficient Windows | $8,616 | 3 | $6,648 | $1,661 | $307 |
| Fire Station No. 27 Training Tower | $430,786 | 3 | $332,392 | $83,054 | $15,341 |
| Fire Station No. 29 Truck Exhaust System | $9,693 | 3 | $7,479 | $1,869 | $345 |
| Replace Fire Station No. 27 | $1,141,584 | 3 | $880,838 | $220,093 | $40,654 |
| Replace and Expand Fire Station No. 29 | $2,263,584 | 3 | $1,746,564 | $436,409 | $80,611 |
| LadderTruck/Flre Engine | $1,224,000 | 3 | $944,429 | $235,982 | $43,589 |
| Traffic Signal Preemtion (Opticom) | $34,463 | 3 | $26,591 | $6,644 | $1,227 |
| Total Fire | $5,679,727 | | $4,382,434 | $1,095,027 | $202,266 |
| Police | | | | | |
| Police Center at the Civic Center | $4,957,620 | 1 | $4,353,602 | $378,274 | $225,744 |
| Police Vehicles (5) | $331,500 | 1 | $291,111 | $25,294 | $15,095 |
| Police Department Substation Facilities | $183,084 | 1 | $160,778 | $13,970 | $8,337 |
| Total Police | $ 5,472,204 | | $4,805,491 | $417,537 | $249,176 |
| **Total, Public Safety** | **$11,151,931** | | **$9,187,925** | **$1,512,565** | **$451,442** |

[1] *Allocation Method*

| | *Table Ref.* | *Residential* | *Commercial* | *Industrial* |
|---|---|---|---|---|
| *#1- Service Population* | | *87.8%* | *7.6%* | *4.6%* |
| *#2 - Residential Population* | | *100.0%* | *0.0%* | *0.0%* |
| *#3- Distribution of city-wide calls for fire/EMS services (Appendix A)* | | *77.16%* | *19.28%* | *3.56%* |

Table 7
Allocation of New Development's Share of Community Service Facilities' Costs by Land Use
Impact Fee Study
Newark, CA

| | Total Facilities Needs Attributable to New Development | Allocation Method[1] | Residential | Commercial | Industrial |
|---|---|---|---|---|---|
| Community Service Facilities | | | | | |
| City Administration Building at Civic Center | $3,718,215 | 1 | $3,265,202 | $283,705 | $169,308 |
| Equipment Shop Heavy Duty Vehicle Hoist | $12,924 | 1 | $11,349 | $986 | $588 |
| History Center (Phases 2,3,4) | $861,573 | 1 | $756,602 | $65,739 | $39,232 |
| Library at the Civic Center | $4,544,485 | 1 | $3,990,802 | $346,751 | $206,932 |
| Mowry Avenue Backup Walls | $193,854 | 1 | $170,235 | $14,791 | $8,827 |
| New Fuel Management System | $12,924 | 1 | $11,349 | $986 | $588 |
| New Senior Center | $1,623,831 | 2 | $1,623,831 | $0 | $0 |
| Newark Boulevard Backup Walls | $258,472 | 1 | $226,981 | $19,722 | $11,769 |
| Performing (or Cultural) Arts Center | $1,938,539 | 1 | $1,702,355 | $147,913 | $88,271 |
| Service Center Fuel Tank Canopy | $28,001 | 1 | $24,590 | $2,137 | $1,275 |
| Service Center Storage Facility | $86,157 | 1 | $75,660 | $6,574 | $3,923 |
| Service Center Waste Disposal Upgrades | $53,848 | 1 | $47,288 | $4,109 | $2,452 |
| Silliman Complex Restroom/Maintenance Facility | $150,775 | 1 | $132,405 | $11,504 | $6,866 |
| Thornton Avenue Streetscape | $473,865 | 1 | $416,131 | $36,157 | $21,577 |
| Electrical Vehicle Charging Stations | $43,079 | 1 | $37,830 | $3,287 | $1,962 |
| New Homeless Shelter | $323,090 | 1 | $283,726 | $24,652 | $14,712 |
| Service Center Expansion | $1,076,966 | 1 | $945,753 | $82,174 | $49,039 |
| Total Community Facilities | $15,400,598 | | $13,722,088 | $1,051,188 | $627,322 |
| | | | 89.1% | 6.8% | 4.1% |

[1] *Allocation Method*

| | *Table Ref.* | *Residential* | *Commercial* | *Industrial* | |
|---|---|---|---|---|---|
| *#1- Service Population* | | *87.8%* | *7.6%* | *4.6%* | |
| *#2 - Residential Population* | | *100.0%* | *0.0%* | *0.0%* | |
| *Totol Community Facilities* | *$15,400,598* | | *$13,722,088* | *$1,051,188* | *$627,322* |
| *senior* | *$1,623,831* | | *$1,623,831* | *$0* | *$0* |
| *non-senior* | *$13,776,767* | | *$12,098,257* | *$1,051,188* | *$627,322* |
| *% all* | | | *89.1%* | *6.8%* | *4.1%* |
| *% senior* | | | *100%* | *0%* | *0%* |
| *% non senior* | | | *87.8%* | *7.6%* | *4.6%* |



Prepared by Keyser Marston Associates, Inc.
\\SF-FS2\wp\16\16090\003\revised analysis 03 16 17; 3/16/2017

Table 8
Public Safety Facilities Impact Fees by Land Use

| | Residential | Commercial | Industrial | Total |
|---|---|---|---|---|
| Costs Allocated to New Development | $9,187,925 | $1,512,565 | $451,442 | $11,151,931 |
| New Development (Units or SF) | 3,977 | 880,000 | 1,250,000 | |
| Impact Fee per Unit/SF | $2,311 | $1.72 | $0.36 | |
| Current fee | $2,000 | $1.73 | $0.17 | |

Table 9
Community Service Facility Impact Fees by Land Use

| | Residential | Commercial | Industrial | Total |
|---|---|---|---|---|
| Costs Allocated to New Development | $13,722,088 | $1,051,188 | $627,322 | $15,400,598 |
| New Development (Units or SF) | 3,977 | 880,000 | 1,250,000 | |
| Impact Fee per Unit/SF | $3,451 | $1.19 | $0.50 | |
| current fee | $1,900 | $0.36 | $0.31 | |

**Table 10**
**Distribution of Fire Protection Service Calls by Land Use**
**Newark, CA**

**Source: City of Newark**

| Count of Incident # | Incident Type | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Occupancy Descr | Cancelled | False Alarm | HazMat | Other Fires | Rescue, EMS | Services Call | Structure Fire | Grand Total |
| All Other Residential | | | | | 3 | | | 3 |
| Apartments | | 73 | 4 | 2 | 109 | 20 | 5 | 213 |
| Health Care and Penal Institutions | | 3 | | | 77 | 5 | 1 | 86 |
| Hotels and Motels | | 8 | 1 | | 50 | 2 | 1 | 62 |
| Industry, Utility, Defense, Laboratories, Manufacturing | | 24 | | | 11 | 6 | 4 | 45 |
| Other | | | | | | | 1 | 1 |
| Other Structures (vacant buildings, building under construction, outbuildings, bridges,ect) | 8 | 7 | 36 | 31 | 357 | 119 | 3 | 561 |
| Others | 1 | 2 | | | 27 | 2 | | 32 |
| Private Dewellings (1 or 2 family), including mobile homes | | 55 | 20 | 15 | 497 | 157 | 13 | 757 |
| Public Assembly (Church, restaurant, clubs, ect) | 1 | 17 | 2 | 6 | 102 | 12 | | 140 |
| Schools and Colleges | 1 | 32 | 2 | | 9 | 6 | 1 | 51 |
| Storage in Structures (barns, vehicle storage garages, general storage, ect) | | 19 | 3 | 2 | 8 | 8 | 2 | 42 |
| Stores and Offices | 6 | 25 | 7 | 1 | 211 | 26 | | 276 |
| (blank) | 130 | | | | | | | 130 |
| Residential, Other | 9 | 2 | | | 882 | 19 | | 912 |
| Boarding/Rooming House, Residential Hotels | | | | | 8 | 1 | | 9 |
| Grand Total | 156 | 267 | 75 | 57 | 2351 | 383 | 31 | 3320 |
| | | | | | | | | 3320 |

| | | |
|---|---|---|
| Not included in land use distribution | 721 | 22.8% |
| Other Residential | 12 | 0.4% |
| Single Family | 757 | 23.9% |
| Multifamily | 1116 | 35.3% |
| Commercial | 471 | 14.9% |
| Industrial | 87 | 2.7% |
| Total | 3164 | 77.2% |
| Total included in land use distribution | 2443 | |
| ***Breakdown of Fire Protection service Population by Land Use*** | | |
| ***Residential*** | ***1885*** | ***77.16%*** |
| ***Commercial*** | ***471*** | ***19.28%*** |
| ***Industrial*** | ***87*** | ***3.56%*** |
| ***Total included in analysis*** | ***2443*** | ***100.0%*** |

**APPENDIX TABLE A-1**
**COMPARISON OF RESIDENTIAL IMPACT FEES, EXCLUDING AFFORDABLE HOUSING FEES**
**NEWARK AND NEIGHBORING JURISDICTIONS**
**CITY OF NEWARK**

| *Impact Fees / du*[1] | Newark | Dublin | Fremont | Hayward | Milpitas | Pleasanton | San Leandro | Union City |
|---|---|---|---|---|---|---|---|---|
| Arts Requirement | $270 | See Below | None | None | None | None | None | See Below |
| Fire Impact Fee | None | SF: $870, MF: $544 | 0BR: $143<br>1BR: $214<br>2BR: $300<br>3BR: $371<br>4BR: $457<br>+BR: +$86/BR | None | None | None | None | See Below |
| Park Facilities / Parkland Dedication Fee[2] | MF: $18,000<br>SF: $25,000 | SF/MF: $18,646 | 0BR: $9,220<br>1BR: $13,830<br>2BR: $19,362<br>3BR: $23,971<br>4BR: $29,502<br>+BR: +5,531/BR | SFD: $11,953<br>SFA: $11,395<br>MF: $9,653 | *Varies by pop. density*<br>SFD: $44,673<br>SFA: $35,438<br>MF (2-4 du): $36,131<br>MF (5+du): $29,089 | SF: $9,709, MF: $7,969 | SF: $16,079;<br>MF: $14,054 | Subdivision:<br>*Varies by pop. density*<br>$28,193 (avg.)<br>Non-Subdivision:<br>$2,466 plus $280 (0-1BR), $455 (2BR), $630 (3+BR) |
| Public Facility Impact Fee[3] | *Public Safety* MF: $2,079, SF: $1,989<br>*Comm. Service* MF: $1,596 SF: $1,942<br>*Transportation* MF: $460, SF: $801<br>*Total* MF: $4,135, SF: $4,732 | SF/MF: $5,798 | 0BR: $988<br>1BR: $1,483<br>2BR: $2,076<br>3BR: $2,569<br>4BR: $3,163<br>+BR: +$593/BR | None | None | SFD: $4,730<br>SFA: $3,532<br>MF: $2,885 | None | SF: $12,231, MF: $8,624 |
| Traffic Impact Fee | Included in Public Facility Fee | None | 0/1BR: $2,012<br>2/3BR: $2,247<br>4+BR: $3,421 | None | None | SF:$4,707<br>MF: $3,294 | $1,337-$2,015;<br>senior: $667-$897[5] | |
| Tri-Valley Transportation Development Fee[4] | None | SF: $3,060<br>MF: $2,108 | None | None | None | SF: $3,060<br>MF: $2,108 | None | None |
| Total Fees / du | SF: $29,732<br>MF: $22,135 | SF: $28,374<br>MF: $27,096 | 0BR: $12,363<br>1BR: $17,539<br>2BR: $23,985<br>3BR: $29,158<br>4BR: $31,012<br>+BR: $6,210/BR | SFD: $11,953<br>SFA: $11,395<br>MF: $9,653 | Varies by pop. density<br>SFD: $44,673<br>SFA: $35,438<br>MF (2-4 du): $36,131<br>MF (5+ du): $29,089 | SFD: $22,206<br>SFA: $20,056<br>MF: $16,256 | Non-Senior<br>SF: $17,416-$18,094<br>MF: $15,391-$16,069<br>Senior:<br>SF: $16,746-$16,976<br>MF: $14,721-$14,951 | Subdivision<br>SF: $42,075<br>MF: $38,138<br>Non-Subdivision<br>*SF*<br>0-1BR: $16,628<br>2BR: $16,803<br>3BR: $16,978<br>*MF*<br>0-1BR: $12,691<br>2BR: $12,866<br>3BR: $13,041 |
| ***Fees as % of BPV*** | | | | | | | | |
| Arts Requirement | See Above | > 20 du: 0.5% BPV | None | None | None | None | None | 1% BPV |
| General Plan Cost Recovery | .5% BPV | None | None | None | None | None | None | None |
| Total % of BPV | .5% BPV | 0.5% BPV | None | None | None | None | None | 1% BPV |
| ***Fees PSF Building (Partial)*** | | | | | | | | |
| Fire Equipment Acquisition | None | See Above | See Above | None | None | None | None | $1.40 PSF occupiable space above 2nd story |
| ***Fees as % of Building and Plan*** | | | | | | | | |
| General Plan Cost Recovery | See Above | None | 15% of Building and Plan Check Permits | 12% of Building and Plan Check Permits | None | None | None | None |

Notes: This chart presents an overview and terms may be simplified. Consult code and City staff for more information.

Abbreviations: SF = Single Family; SFA = SF Attached; PSF = Per Square Foot; SFD = SF Detached; MF = Multi-Family; BPV = Building Permit Value; BR = bedroom; du = Dwelling unit

[1] Excludes on-site inclusionary requirements.
[2] For Milpitas and Union City, fee is estimated based on population densities derived from Census and DOF data. In Milpitas, developer may submit alternative population estimate. 40% of Milpitas fee may be met through the provision of private open space.
[3] Generally supports such facilities as libraries, parks and other community buildings. Newark fee includes transportation facilities.
[4] Regional fee collected on behalf of the Tri-Valley Transportation Development District.
[5] Fees vary by zone.

**APPENDIX TABLE A-2**
**COMPARISON OF INCLUSIONARY HOUSING PROGRAMS**
**NEWARK AND NEIGHBORING JURISDICTIONS**
**CITY OF NEWARK**

| | Newark | Fremont | Milpitas | Union City |
|---|---|---|---|---|
| **Minimum Project Size1** | | | | |
| For In-lieu/Impact Fee[1] | **FS/R:** 1 unit | **FS/R:** 2 units | **FS/R:** 5 units | n/a |
| For Build Requirement | no build req. | no build req. | no build req. | **FS:** 1 unit |
| **Onsite Requirement** | | | | |
| Percent of Total Units[2] | n/a | Attached 3.5% plus $18.50/sf<br>Detached 4.5% plus $17.50/sf | 5.0% | 15% |
| Income Level (% AMI) | n/a | 80-110% AMI<br>(120% w/approval) | Up to 80% AMI | 10% @ 50-80% AMI;<br>30% @ 80-100% AMI;<br>60% @ 100-120% AMI |
| **Impact / In-Lieu Fee Levels** | | | | |
| Fee Level | $20/sf first 1,000 SF/unit;<br>$8/SF above 1,000 SF/unit | **FS:**<br>*Attached* $18.50 w/ aff units;<br>$27.00 no units<br>*Detached* $17.50 w/ aff units;<br>$26.00 no units<br>**R:** $17.50 no map; $27.00 w/ map[4] | 5% building permit value[5] | <7 units: $160,000 /du owed;<br>7+ units: $180 /sf owed |
| **Alternatives to Onsite Provision[3]** | | | | |
| Fee Option - for projects over min. size | n/a | yes (Developer) | yes (Developer) | yes (City) |

Note: This chart presents an overview and terms have been simplified. Consult code and City staff for more information.

Abbreviations:
R = Rental
du = Dwelling Unit
sq ft = Square Feet
AMI =Area Median Income

1. In Union City , single-unit, owner-occupied projects exempt.
2. In Dublin, 40% of the on-site requirement is covered through an impact fee.
3. All cities that do not allow fee payment by right allow developers to seek Council approval of fee payment instead of on-site units. Also, all cities with on-site
4. Rental projects with a subdivision map allowing conversion to condominiums
5. In-lieu/impact fee introduced as temporary measure while City prepares formal nexus study. Fee has not yet been assessed. Average residential building permit value is reported to be $____.

**Appendix Table A-3**
**Comparison of Non-residential Impact Fees***

| Impact Fees | Newark | | Fremont[1] | | Milpitas | Union City[2] |
|---|---|---|---|---|---|---|
| Public Facilities Impact Fee | Commercial<br>Industrial | $0.36<br>$0.31 | Capital Facilities Impact Fee:<br>Office<br>Retail / Service<br>Warehouse<br>Light Industrial<br>Manufacturing<br>Research & Development<br>Hotel / Motel (per room) | <br>$0.92<br>$0.55<br>$0.39<br>$0.31<br>$0.56<br>$0.71<br>$174.00 | None | None |
| Fire Impact Fee | (Public Safety)<br>Commercial<br>Industrial | <br>$1.73<br>$0.17 | Office<br>Retail / Service<br>Warehouse<br>Light Industrial<br>Manufacturing<br>Research & Development<br>Hotel / Motel (per room) | $0.31<br>$0.18<br>$0.13<br>$0.10<br>$0.19<br>$0.24<br>$59.00 | None | See below. |
| Park Facilities / Parkland Dedication Fee | None | | None | | None | None |
| Traffic Impact Fee | Commercial<br>Industrial | $1.38<br>$0.68 | Office<br>Retail / Service<br>Warehouse<br>Light Industrial<br>Research & Development<br>Manufacturing<br>Hotel / Motel (per room)<br>Business Park | $5.00<br>$6.84<br>$1.51<br>$3.62<br>$3.59<br>$2.52<br>$2,046.00<br>$4.23 | No City-wide fees | Traffic Signalization Fee:<br>Office / retail (assuming FAR of .4) $0.30<br>Research & Development / Industrial (assuming FAR of .5) $0.12 |
| Affordable Housing | Commercial<br>Industrial | $3.59<br>$0.69 | None | | None | None |
| Total Fee | Commercial<br>Industrial | $7.06<br>$1.85 | Office<br>Retail / Service<br>Warehouse<br>Light Industrial<br>Research & Development<br>Manufacturing<br>Hotel / Motel (per room)<br>Business Park (Office)<br>Business Park (Manufacturing) | $6.22<br>$7.57<br>$2.03<br>$4.03<br>$4.53<br>$3.26<br>$2,279.00<br>$5.45<br>$4.97 | No City wide fees | |

**Appendix Table A-3**
**Comparison of Non-residential Impact Fees***

| Impact Fees | Newark | Fremont[1] | Milpitas | Union City[2] | |
|---|---|---|---|---|---|
| Fees as % of Permit Value | | | | | |
| Arts Requirement | None | No citywide fee. | None | Private-Permit valuation over $50 million:<br>Private- Permit valuation over $250,000:<br>Public-Permit valuation over $250,000: | Negotiated between Developer and City<br>Must construct Public Art or pay in-lieu fee equivalent to 1% of permit valuation<br>N/A-must construct Public Art with a value equivalent to 1% of permit valuation |
| General Plan Cost Recovery | None | 15% of building permit fee. | None | 0.1% of permit valuation. | |
| Other Fees | | | | | |
| Fire Equipment Acquisition | See above. | See above. | None | Office / Professional / Hotel Buildings<br>Industrial Buildings | $1.40 / sq. ft. of space above the second story<br>$.06 / sq. ft. of roof area |

Sources and notes:
* Unless otherwise specified, prices are calculated per square foot of building area. The table excludes the impact fees that are related to utilities such as sewer / water connection fees and school / specific districts.
1. City of Fremont, Fee Schedule, Effective: September 1, 2016

2. City of Union City, Master Fee Schedule, Fiscal Year 2016-2017. In terms of Traffic Signalization Fees, it sets $5,241/ acre for commercial zoning and $2,620/ acre for industrial zoning.

# APPENDIX D

# RESOLUTION NO. 10,633

RESOLUTION NO. 10,633

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ESTABLISHING AN IMPLEMENTING RESOLUTION FOR THE PUBLIC SAFETY FACILITIES IMPACT FEE, UNDER GOVERNMENT CODE SECTION 66001, IN ACCORDANCE WITH MUNICIPAL CODE SECTION 3.24.040 AND AMENDING THE MASTER FEE SCHEDULE TO REFLECT THESE CHANGES

WHEREAS, the City Council of the City of Newark, a general law city ("City"), is authorized to prescribe and establish fees in regard to services or functions performed by the City for the public in a governmental and proprietary capacity; and

WHEREAS, California Government Code Section 66000 et seq. allows local governments to impose impact fees on new development in order to recover the cost of improvements that are needed to serve that new development; and

WHEREAS, Chapter 3.24 ("Development Impact Fees") of the Newark Municipal Code authorizes the City Council to adopt implementing resolutions establishing development impact fees in order to mitigate the impacts that projects have upon the City's ability to provide public facilities;

WHEREAS, the existing fee needs to be brought into conformity with current conditions in the City; and

WHEREAS, the City desires to have an updated Public Safety Facilities Impact Fee that will ensure that all new development pays the cost to provide public safety facilities needed to support new development; and

WHEREAS, the City has retained Keyser Marston Associates to prepare the Public Safety and Community Service Facilities Development Impact Fee Nexus Study, dated March 2017, which establishes a reasonable relationship between the public safety fee and the purpose of the fee, which study is incorporated herein and attached as Exhibit A; and

WHEREAS, the City has duly noticed, advertised, scheduled, and held a Public Hearing on May 25, 2017; and

WHEREAS, on May 25, 2017 the City Council reviewed material presented in the staff report including the Public Safety and Community Service Facilities Development Impact Fee Nexus Study, concerning the purpose of the fee and the relationship between the fee and its purpose; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newark which hereby finds, declares, and resolves that:

1) The City hereby receives and approves the Public Safety and Community Service Facilities Development Impact Fee Nexus Study ("Fee Study"), which is attached as Exhibit A to this Resolution.

2) In adopting this Resolution, the City Council is exercising its powers under Chapter 3.24 of the Newark Municipal Code, as well as pursuant to Article XI, Sections 5 and 7 of the California Constitution, Chapter 5 of Division 1 of the Government Code ("Mitigation Fee Act"), commencing with Section 66000, collectively and separately.

3) After considering the Fee Study, this Resolution, and the testimony received at a public hearing, the City Council hereby makes the following findings:

   a) In accordance with Section 66001, subdivision a, paragraph 1 of the Mitigation Fee Act, the purpose of the fees set forth in this Resolution, as specified in Exhibit A, is to provide for an expansion in public safety capital facilities in the City as new growth occurs;

   b) In accordance with Section 66001, subdivision a, paragraph 2 of the Mitigation Fee Act, the fees collected pursuant to this Resolution, as specified in Exhibit A, shall be used to acquire land and to construct improvements, such as Police and Fire stations and buildings and other public safety facilities for the City, and shall be used to fund any administrative cost associated with the public safety impact fee program;

   c) In accordance with Section 66001, subdivision a, paragraph 3 of the Mitigation Fee Act, there is a reasonable relationship between the fees use (to pay for the acquisition and construction of public safety facilities) and the type of development for which the fees are imposed in that the fees will be applied to development in the City, which will generate demands for public safety facilities;

   d) In accordance with Section 66001, subdivision a, paragraph 4 of the Mitigation Fee Act, the Fee Study demonstrates that there is a reasonable relationship between the amount of the Public Safety Facilities Impact Fee and the cost of public safety facilities attributable to the development upon which the fee is proposed. Since the need for public safety facilities is inherently population-driven, associated public safety facility costs are assessed based on average household population and employment; and

   e) In accordance with Section 66001, subdivision b of the Mitigation Fee Act, there is a reasonable relationship between the amount of the fees and cost of providing the public safety facilities attributable to the development in the City upon which the fees are imposed in that the fees have been calculated by apportioning the cost of public safety facilities acquisition and construction to the number of residents and employees attracted by each type of development.

4) The City finds pursuant to the California Environmental Quality Act ("CEQA") this action is not a "project" because the Resolution provides a mechanism for funding of public safety facilities but does not involve a commitment to any specific project for such purposes that may result in a potential significant impact on the Environment (CEQA guidelines Section 15378, Pub. Res. Code Section 21080(b)(8)(D)).

5) The cost estimates set forth in the Fee Study are reasonable estimates for acquiring and constructing public safety facilities and the fees expected to be generated by future development will not exceed the future projected cost of acquiring and constructing public safety facilities.

6) The method of allocation of the fees to particular development bears a fair relationship and is roughly proportional to each development's burden on and benefits from the public safety facilities to be funded by the fees, in that the fees are calculated based on the number of residents each particular development will attract.

7) The Fee Study is a detailed analysis of how public safety services will be affected by development in the City and the public safety facilities necessary to accommodate that development.

8) The fees are consistent with the General Plan and, pursuant to Government Code Section 65913.2, the City Council has considered the effects of the fees with respect to the City's housing needs as established in the housing element of the General Plan.

9) The fee amounts set forth in this Resolution include the fair and reasonable costs of administration of the fee programs and are within the requirements of the Mitigation Fee Act and other applicable law.

10) The fees are subject to adjustment, which approximate the fluctuation in market costs, and shall be adjusted annually in accordance with the Engineering News Record Construction Cost Index, San Francisco, California.

11) The City does hereby approve the following public safety impact fees on new residential and commercial development for public safety facilities as follows:

Residential Development

| Type of Unit | Fee per Unit |
|---|---|
| Single Family Unit | $3,451 |
| Townhome Unit | $3,451 |
| Multiple Family Units | $2,071 |

Commercial Development

| Type of Use | Fee per Square Foot |
|---|---|
| Office/Commercial | $.60 |
| Manufacturing/Research and Development | $.25 |
| Warehousing/Distribution | $.50 |

(These fees shall be adjusted annually in accordance with the Engineering News Record Construction Cost Index, San Francisco, California.)

12) The city council may elect to waive the payment of the impact fee if a residential or nonresidential development project provides community benefits in excess of those required by the impacts of the project, and if the city council finds that the expected benefits to the community exceed those that would be provided by the payment of the Public Safety Facility Impact *Fee.* Such community benefits may include the provision of senior housing, the generation of significant taxes, or the elimination of nuisances.

13) The Public Safety Facilities Impact Fees shall not apply to approved projects that are covered by a Development Agreement or Vesting Tentative Map unless the provisions of the document allow the application of such fees.

14) Developers shall be given a credit against this fee for the actual cost of public safety facilities included in their developments.

15) The Master Fee Schedule shall be amended to reflect the Public Safety Facility Impact fees as set forth in this Resolution.

16) Effective Date: This resolution shall be effective upon date of adoption of this Resolution. In accordance with Government Code Section 66017, the fees set by this Resolution shall be effective 60 days from the effective date of this Resolution.

17) Severability. Each component of the fees and all portions of this Resolution are severable. Should any individual component of the fees or other provisions of this Resolution be adjusted to be invalid and unenforceable, the remaining component or provisions shall be and continue to be fully effective, and the fees shall be fully effective except as to that component which has been judged to be invalid.

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on May 25, 2017, by Council Member Hannon, who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

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

APPROVED:

s/ALAN L. NAGY
Mayor

ATTEST:

s/SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:

s/DAVID J. BENOUN
City Attorney

# APPENDIX E

# RESOLUTION NO. 10,634

RESOLUTION NO. 10,634

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ESTABLISHING AN IMPLEMENTING RESOLUTION FOR THE COMMUNITY SERVICE FACILITIES IMPACT FEE, UNDER GOVERNMENT CODE SECTION 66001, IN ACCORDANCE WITH MUNICIPAL CODE SECTION 3.24.040 AND AMENDING THE MASTER FEE SCHEDULE TO REFLECT THESE CHANGES

WHEREAS, the City Council of the City of Newark, a general law city ("City"), is authorized to prescribe and establish fees in regard to services or functions performed by the City for the public in a governmental and proprietary capacity; and

WHEREAS, California Government Code Section 66000 et seq. allows local governments to impose impact fees on new development in order to recover the cost of improvements that are needed to serve that new development; and

WHEREAS, Chapter 3.24 ("Development Impact Fees") of the Newark Municipal Code authorizes the City Council to adopt implementing resolutions establishing development impact fees in order to mitigate the impacts that projects have upon the City's ability to provide public facilities;

WHEREAS, the existing fee needs to be brought into conformity with current conditions in the City; and

WHEREAS, the City desires to have an updated Community Service Facilities Impact Fee that will ensure that all new development pays the cost to provide community service facilities needed to support new development; and

WHEREAS, the City has retained Keyser Marston Associates to prepare the Public Safety and Community Service Facilities Development Impact Fee Nexus Study, dated March 2017, which establishes a reasonable relationship between the Community Service Facility Fee and the purpose of the fee, which study is incorporated herein and attached as Exhibit A; and

WHEREAS, the City has duly noticed, advertised, scheduled, and held a Public Hearing on May 25, 2017; and

WHEREAS, on May 25, 2017 the City Council reviewed material presented in the staff report including the Public Safety and Community Service Facilities Development Impact Fee Nexus Study, concerning the purpose of the fee and the relationship between the fee and its purpose; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newark which hereby finds, declares, and resolves that:

1) The City hereby receives and approves the Public Safety and Community Service Facilities Development Impact Fee Nexus Study ("Fee Study"), which is attached as Exhibit A to this Resolution.

2) In adopting this Resolution, the City Council is exercising its powers under Chapter 3.24 of the Newark Municipal Code, as well as pursuant to Article XI, Sections 5 and 7 of the California Constitution, Chapter 5 of Division 1 of the Government Code ("Mitigation Fee Act"), commencing with Section 66000, collectively and separately.

3) After considering the Fee Study, this Resolution, and the testimony received at a public hearing, the City Council hereby makes the following findings:

   a) In accordance with Section 66001, subdivision a, paragraph 1 of the Mitigation Fee Act, the purpose of the fees set forth in this Resolution, as specified in Exhibit A, is to provide for an expansion in community service capital facilities in the City as new growth occurs;

   b) In accordance with Section 66001, subdivision a, paragraph 2 of the Mitigation Fee Act, the fees collected pursuant to this Resolution, as specified in Exhibit A, shall be used to acquire land and to construct improvements identified in Exhibit A and shall be used to fund any administrative cost associated with the community service impact fee program;

   c) In accordance with Section 66001, subdivision a, paragraph 3 of the Mitigation Fee Act, there is a reasonable relationship between the fees use (to pay for the acquisition and construction of community service facilities) and the type of development for which the fees are imposed in that the fees will be applied to development in the City, which will generate demands for community service facilities;

   d) In accordance with Section 66001, subdivision a, paragraph 4 of the Mitigation Fee Act, the Fee Study demonstrates that there is a reasonable relationship between the amount of the Community Service Facilities Impact Fee and the cost of community service facilities attributable to the development upon which the fee is proposed. Since the need for community service facilities is inherently population-driven, associated community service facility costs are assessed based on average household population and employment; and

   e) In accordance with Section 66001, subdivision b of the Mitigation Fee Act, there is a reasonable relationship between the amount of the fees and cost of providing the community service facilities attributable to the development in the City upon which the fees are imposed in that the fees

have been calculated by apportioning the cost of community service facilities acquisition and construction to the number of residents and employees attracted by each type of development.

4) The City finds pursuant to the California Environmental Quality Act ("CEQA") this action is not a "project" because the Resolution provides a mechanism for funding of community service facilities but does not involve a commitment to any specific project for such purposes that may result in a potential significant impact on the Environment (CEQA guidelines Section 15378, Pub. Res. Code Section 21080(b)(8)(D)).

5) The cost estimates set forth in the Fee Study are reasonable estimates for acquiring and constructing community service facilities and the fees expected to be generated by future development will not exceed the future projected cost of acquiring and constructing community service facilities.

6) The method of allocation of the fees to particular development bears a fair relationship and is roughly proportional to each development's burden on and benefits from the community service facilities to be funded by the fees, in that the fees are calculated based on the number of residents each particular development will attract.

7) The Fee Study is a detailed analysis of how community services will be affected by development in the City and the community service facilities necessary to accommodate that development.

8) The fees are consistent with the General Plan and, pursuant to Government Code Section 65913.2, the City Council has considered the effects of the fees with respect to the City's housing needs as established in the housing element of the General Plan.

9) The fee amounts set forth in this Resolution include the fair and reasonable costs of administration of the fee programs and are within the requirements of the Mitigation Fee Act and other applicable law.

10) The fees are subject to adjustment, which approximate the fluctuation in market costs, and shall be adjusted annually in accordance with the Engineering News Record Construction Cost Index, San Francisco, California.

11) The City does hereby approve the following community service impact fees on new residential and commercial development for community service facilities as follows:

Residential Development

| Type of Unit | Fee per Unit |
|---|---|
| Single Family Unit | $2,311 |
| Townhome Unit | $2,311 |
| Multiple Family Units | $1,156 |

Commercial Development

| Type of Use | Fee per Square Foot |
|---|---|
| Office/Commercial | $.86 |
| Manufacturing/Research and Development | $.18 |
| Warehousing/Distribution | $.36 |

(These fees shall be adjusted annually in accordance with the Engineering News Record Construction Cost Index, San Francisco, California.)

12) The city council may elect to waive the payment of the impact fee if a residential or nonresidential development project provides community benefits in excess of those required by the impacts of the project, and if the city council finds that the expected benefits to the community exceed those that would be provided by the payment of the Community Service Facility Impact Fee. Such community benefits may include the provision of senior housing, the generation of significant taxes, or the elimination of nuisances.

13) The Community Service Facilities Impact Fees shall not apply to approved projects that are covered by a Development Agreement or Vesting Tentative Map unless the provisions of the document allow the application of such fees.

14) Developers shall be given a credit against this fee for the actual cost of community service facilities included in their developments.

15) The Master Fee Schedule shall be amended to reflect the Community Service Facility Impact fees as set forth in this Resolution.

16) Effective Date: This resolution shall be effective upon date of adoption of this Resolution. In accordance with Government Code Section 66017, the fees set by this Resolution shall be effective 60 days from the effective date of this Resolution.

17) Severability. Each component of the fees and all portions of this Resolution are severable. Should any individual component of the fees or other provisions of this Resolution be adjusted to be invalid and unenforceable, the remaining component or provisions shall be and continue to be fully effective, and the fees shall be fully effective except as to that component which has been judged to be invalid.

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on May 25, 2017, by Council Member Hannon, who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

AYES: Council Members Hannon, Freitas, Vice Mayor Bucci and Mayor Nagy

NOES: None

ABSENT: Council Member Collazo

SECONDED: Vice Mayor Bucci

APPROVED:

s/ALAN L. NAGY
Mayor

ATTEST:

s/SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:

s/DAVID J. BENOUN
City Attorney

# APPENDIX F

# TRANSPORTATION IMPACT FEE NEXUS REPORT

EXHIBIT A
RESOLUTION NO. 10,635

HEXAGON TRANSPORTATION CONSULTANTS, INC.

# City of Newark

## Transportation Impact Fee Nexus Study

Prepared for:
**City of Newark**

**March 28, 2017**


**Hexagon Transportation Consultants, Inc.**
Hexagon Office: 4 North Second Street, Suite 400
San Jose, CA 95113
Hexagon Job Number: 16AV07
Phone: 408.971.6100
Client Name: Mr. Terrence Grindall



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# 1. Introduction

This report presents the results of the analysis to update the Transportation Impact Fee in the City of Newark, California. The Mitigation Fee Act (Government Code Sections 66000-66025) was originally enacted through Assembly Bill 1600 in 1987 and requires that a reasonable relationship (nexus) be established between the projects or mitigations to be funded by an impact fee and the impacts caused by new development. This report serves as the nexus study required by the Mitigation Fee Act and documents the reasonable relationship between projected growth in Newark and the maximum supported Transportation Impact Fee (TIF).

The basis of this study is the 2013 City of Newark General Plan Update Draft EIR. Based on land use data in the General Plan, it is projected that there will be an additional 6,208 residential units and 2,882 jobs by the year 2035. The number of trips that this new growth would generate was estimated with standard trip generation rates for different land use categories from the Institute of Transportation Engineers' Trip Generation Manual, 9th Edition (2012). The projected number of residential units and amount of commercial square footage for each land use category is presented in Table 1. As shown in Table 1, this new development is estimated to generate 6,208 additional PM peak hour trips.

**Table 1**
**Projected Increase in PM Peak Hour Trips by 2035**

| Land Use | ITE Land Use Code | PM Peak Hour Trip Rate [1,2] | New Dwelling Units or ksf | New PM Peak Hour Trips |
|---|---|---|---|---|
| **Residential (units)** | | | | |
| Single Family | 210 | 1.00 | 2,055 | 2,055 |
| Townhomes | 230 | 0.52 | 1,375 | 715 |
| Apartments | 220 | 0.62 | 2,703 | 1,676 |
| Senior | 252 | 0.25 | 75 | 19 |
| **Employment-Based (ksf)** | | | | |
| Industrial | 110 | 0.97 | 149.6 | 145 |
| Commercial | n/a | 1.77 | 902.0 | 1,598 |
| **Total** | | | | **6,208** |

n/a : not applicable
ksf = Square Feet * 1,000
[1] Trip rates, except for Commercial, are from ITE *Trip Generation Manual, 9th Edition, 2012.*
[2] Average rate for office and retail per 1,000 square feet, weighted by number of projected office and retail jobs

Appendix A presents a summary of the residential projects and the number of units that were included in the analysis. Also included is a tabulation that shows the growth in employment by different types of development. These growth numbers were included in the travel demand forecasting model that was used to forecast the future traffic volumes for the General Plan Update Draft EIR.

# 2. Traffic Impacts and Proposed Improvements

As described in the *City of Newark General Plan Update Draft EIR,* the new development that is projected to occur by the year 2035 would result in significant impacts to six intersections. Appropriate mitigation measures were developed as part of the *Draft EIR* for each of these impacted intersections such that the impact would be reduced to a less than significant level. Furthermore, City staff has identified additional improvements that could lead to increases in alternative mode use and reduce the number of vehicle trips, thereby also mitigating the increased congestion caused by new development. An effective multimodal transportation system will allow people to choose modes of transportation other than the single-occupant vehicle and will make bicycling, walking, and taking transit attractive, safe, cost-competitive and time-competitive choices. All of the improvements proposed to be at least partially funded with Transportation Impact Fees and the estimated cost of each improvement is presented in Table 2. Conceptual drawings of the Intersection improvements and their cost estimates are presented in Appendices B and C, respectively.

**Table 2**
**Newark Transportation Impact Fee Improvements and Cost Estimates**

| *General Plan EIR Intersection Improvements* [1] | | Cost ($) |
|---|---|---|
| Ardenwood & SR 84 WB Ramps [2] | Convert northbound through lane into a left turn lane | 212,000 |
| Newark Blvd & SR 84 EB Ramps | Add an eastbound right-turn lane | 1,192,000 |
| Thornton Ave & Gateway Blvd | Add a southbound through lane | 3,282,000 |
| Thornton Ave & Cherry Street | Add a westbound left-turn lane | 1,103,000 |
| Mowry Ave & Cherry Street | Add a westbound right-turn lane | 1,924,000 |
| Stevenson & Cherry Street [2] | Add a northbound through lane | 364,000 |
| **Sub Total** | | **8,077,000** |
| ***Other Transportation Improvement Projects*** [3] | | **Cost ($)** |
| Central Avenue Railroad Overcrossing | | 8,300,000 |
| Dumbarton Transit Station | | 7,700,000 |
| Bike / pedestrian railroad overcrossing at the Dumbarton Transit Station | | 2,800,000 |
| Cherry Street Class 1 bike route | | 4,000,000 |
| **Sub Total** | | **22,800,000** |
| **Total** | | **30,877,000** |

[1] These cost estimates include planning-level estimates of the work involved to meet the improvements required by the EIR. The estimates do not include items outside the scope of the EIR (e.g. other improvements on Thornton Ave, such as sidewalks). The estimates also does not include ROW acquisition costs. Costs rounded to the nearest $1,000.
[2] These cost estimates reflect 50% of the total improvement costs. Since these intersections straddle the city boundary of Newark and Fremont, it is assumed that Newark's share would be 50% of the cost.
[3] These transportation improvement projects and cost estimates were provided by City Staff.

Thus, for the purpose of calculating the Transportation Impact Fee, the City's share of total improvement cost is $30,877,000.

# 3. Maximum Supported Transportation Impact Fee

The maximum legally supported transportation impact fee has been calculated by dividing the cost of the improvements to be funded by the TIF, by the number of additional PM peak hour trips that would be generated by new development by the year 2035. This methodology provides a clear nexus between the new development, the improvements to be funded, and the amount of the fee. The cost of the improvements to be funded with impact fees is $30,877,000. The projected number of trips generated by new development, as shown in Table 1, is 6,208 additional PM peak hour trips. The resulting maximum impact fee is $4,974 per PM peak hour trip.

This per PM peak hour trip amount can be converted to a per unit or per thousand square feet (KSF) amount by using the PM peak hour trip generation rates shown in Table 1. Table 3 presents the resulting TIF per dwelling unit for residential uses and per ksf for commercial uses, based on a TIF of $4,974 per PM peak hour trip.

**Table 3**
**Maximum Supported Impact Fee**

| Land Use | ITE Category | PM Peak Hour Trip Rate [1,2] | TIF per Dwelling Unit or ksf [3] |
|---|---|---|---|
| **Residential (units)** | | | |
| Single Family | 210 | 1.00 | $4,974 |
| Townhomes | 230 | 0.52 | $2,586 |
| Apartments | 220 | 0.62 | $3,084 |
| Senior | 252 | 0.25 | $1,243 |
| **Employment-Based (ksf)** | | | |
| Industrial | 110 | 0.97 | $4,824 |
| Commercial | n/a | 1.77 | $8,814 |

n/a : not applicable

[1] Trip rates, except for Commercial, are from ITE *Trip Generation Manual, 9th Edition, 2012.*

[2] Average Rate for Office and Retail per 1,000 square feet, weighted by employment type.

[3] TIF rates based on $4,974 per PM peak hour trip.

Since construction costs continue to rise, it is appropriate to index these impact fees to inflation. The fees should be adjusted annually by a construction cost index, such as the Engineering News Record.

# 4. Transportation Impact Fees in Other Cities

In order to establish a transportation impact fee of $4,974 per PM peak hour trip in the context of TIFs charged by other cities in the Bay Area, information on current TIF levels in some Bay Area cities was compiled. A recent (internet) survey focused on nearby cities of Fremont and Milpitas and cities on the Peninsula and in the South Bay. These fees are presented in Table 4. Note that the survey included only impact fees charged for transportation improvements, not for such other purposes as public safety, community facilities, housing, or parkland. Some cities specify impact fees on a "per dwelling unit" or "per thousand square feet (ksf)" basis; other cities define fees solely on a "per trip" basis.

As can be seen in Table 4, Newark's existing TIF amounts are much lower than any of the other cities included in the survey. The updated TIF amount for single-family and multi-family units would be higher than the amounts charged by most other cities included in the survey. The fee of $4,974 per single family unit would be lower than the average fee of $5,515 computed for all cities included in the survey.

The impact fees for commercial space vary greatly between the cities, from $1,280 per ksf in downtown Redwood City to $26,127 per ksf in the Transit Area District in Milpitas. The new Newark fee of $8,814 per ksf is somewhat higher compared to most other cities that were surveyed.

The impact fees for industrial space vary from $1,160 per ksf in downtown Redwood City to $14,440 per ksf in North San Jose. The new Newark fee of $4,824 per ksf is higher compared to fees charged for industrial development in most other cities that were surveyed.

Some cities have chosen to exempt certain land uses from their TIF or use lower rates for land uses that they want to encourage. For example, Mountain View charges an extremely high TIF on office and R&D land uses in the North Bayshore area, but a far lower TIF on retail uses, because they want to encourage retail projects in that area in order to reduce total Vehicle Miles Traveled (VMT) in the city. As another example, in the North San Jose area, the City of San Jose exempts all retail under 100,000 square feet from the TIF and only charges the TIF on large regional-serving retail projects over that size.

## Table 4
## Transportation Impact Fees in Other Cities

| City or Area within City | Per PM Trip | Single Family Per d.u. | Multi-Family Per d.u. | Office Per ksf | R&D Per ksf | Industrial Per ksf | Hotel Per Room |
|---|---|---|---|---|---|---|---|
| ***East Bay Cities*** | | | | | | | |
| **Newark** [1] | | | | | | | |
| Current TIF | | $ 801 | $ 460 | | $ 1,380 | $ 680 | |
| Updated TIF | $ 4,974 | $ 4,974 | $ 3,084 | $ 8,814 | $ 8,814 | $ 4,824 | |
| **Fremont** [2] | | $ 2,247 | $ 2,247 | $ 4,997 | $ 3,588 | $ 2,515 | $ 2,046 |
| **Milpitas** | | | | | | | |
| TAD Impact Fee [3] | | | $ 32,781 | $ 36,600 | | | |
| Fee for Transportation Improvements | | | $ 9,561 | $ 26,127 | | | |
| ***Peninsula/South Bay Cities*** | | | | | | | |
| **San Jose** | | | | | | | |
| North San Jose Area | $ 15,410 | $ 9,677 | $ 7,742 | | | $ 14,440 | $ 4,299 |
| Evergreen-East Hills Area | | $ 15,148 | | $ 13,170 | | | |
| US 101/Oakland Ave/Mabury Rd | $ 35,767 | per PM peak hour trip that would use one of the Improved interchanges | | | | | |
| I-280/Winchester Blvd. | $ 25,641 | per PM peak hour trip that would use the proposed off-ramp improvement | | | | | |
| **Menlo Park** | | | | | | | |
| Citywide | $ 3,108 | $ 3,139 | $ 1,927 | $ 4,630 | $ 3,330 | $ 2,280 | $ 1,834 |
| Supplemental Downtown | $ 379 | per PM peak hour trip within El Camino Real/Downtown Specific Plan area | | | | | |
| **Redwood City** | | | | | | | |
| Non-Downtown | | $ 1,617 | $ 992 | $ 2,380 | $ 1,710 | $ 1,550 | $ 945 |
| Downtown | | $ 1,212 | $ 744 | $ 1,790 | $ 1,280 | $ 1,160 | $ 709 |
| **San Carlos** | | $ 3,052 | $ 1,892 | $ 4,547 | $ 3,266 | $ 2,228 | $ 1,831 |
| **San Mateo** | $ 3,763 | $ 3,422 | $ 2,101 | $ 3,135 | | $ 2,042 | |
| **Los Altos** | | $ 6,152 | $ 3,777 | $ 9,076 | | | |
| **Mountain View** | | | | | | | |
| North Bayshore Area | | | | $ 22,470 | $ 22,470 | | $ 2,000 |
| **Sunnyvale** | | | | | | | |
| South of SR 237 | $ 2,197 | | $ 1,348 | $ 3,240 | $ 2,131 | $ 1,610 | $ 1,327 |
| North of SR 237 | $ 5,931 | | - | - | $ 5,746 | $ 4,346 | $ 4,494 |
| **Los Gatos** [4] | $ 9,020 | $ 8,587 | $ 5,998 | $ 9,949 | $ 7,315 | $ 6,287 | $ 7,369 |
| **Half Moon Bay** | | $ 6,414 | $ 3,499 | $ 4,021 | $ 4,021 | $ 2,515 | |

Sources: TIF amounts are from each city's website.

[1] The current Newark TIF is from the City's Master Fee Schedule as of July 1, 2016.

[2] Fremont specifies TIF amounts for residential uses based on the number of bedrooms. Amount shown is for 2-3 bedroom units.

[3] Transit Area Development Impact Fee includes fees for many services and improvements. The fee for just the transportation improvements was estimated from data presented in Table 5 on Page 10 of the Transit Area Development Impact Fee Update Final Report, February 2014.

[4] Los Gatos specifies its TIF as $902 per DAILY trip. PM peak hour trip amount has been approximated as 10 times the daily amount. Amounts for specific land uses have been calculated using daily ITE trip generation rates and $902 per daily trip.

# City of Newark
# Transportation Impact Fee Nexus Study

## Technical Appendices

# Appendix A
## Future Residential and Employment Growth

# Residential Development Projects

| Location | PM Peak Hour Trips Rate [1] 1.00 Single Family | 0.52 Townhomes | 0.62 Apartments | 0.25 Senior | Total Units | PM Peak Hour Trips |
|---|---|---|---|---|---|---|
| Timber | 84 | 80 | | | 164 | 126 |
| Cedar Lane Townhomes | | 85 | | | 85 | 44 |
| Prima | 42 | 146 | 93 | | 281 | 176 |
| Baptist Church Site (Equinox) | 15 | | | | 15 | 15 |
| Casa Bella | | 14 | | | 14 | 7 |
| Ruschin School Site | 77 | | | | 77 | 77 |
| Bayshores | 187 | 360 | | | 547 | 374 |
| Dumbarton TOD-SSH Towns | | 88 | | | 88 | 46 |
| Dumbarton TOD- Senior | | | | 75 | 75 | 19 |
| Dumbarton: Trumark | 244 | | | | 244 | 244 |
| Dumbarton TOD Gateway West | 321 | 268 | | | 589 | 460 |
| 36731 Sycamore | | | 14 | | 14 | 9 |
| Sanctuary | 385 | | | | 385 | 385 |
| 7843 Railroad | | | 6 | | 6 | 4 |
| 6840 Rich | | 18 | | | 18 | 9 |
| Filbert Townhomes | | 16 | | | 16 | 8 |
| Freitas (Robsen Homes) | | 180 | | | 180 | 94 |
| Ashland Dumbarton TOD | | 120 | | | 120 | 62 |
| Old Town Residential | | | 400 | | 400 | 248 |
| FMC Dumbarton TOD | | | 180 | | 180 | 112 |
| Area 4 | 700 | | | | 700 | 700 |
| Honeywell TOD | | | 210 | | 210 | 130 |
| Greater Newark Apartments | | | 1,800 | | 1,800 | 1,116 |
| **Totals** | **2,055** | **1,375** | **2,703** | **75** | **6,208** | **4,465** |
| **PM Peak-Hour Trips** | **2,055** | **715** | **1,676** | **19** | | |
| | | | | | | |
| Under Construction | 141 | 325 | 93 | 0 | 559 | 368 |
| Approved | 1,214 | 716 | 14 | 75 | 2,019 | 1,614 |
| Pending | 0 | 34 | 6 | 0 | 40 | 21 |
| Long Range | 700 | 300 | 2,590 | 0 | 3,590 | 2,462 |
| **Totals** | **2,055** | **1,375** | **2,703** | **75** | **6,208** | **4,465** |

[1] PM Peak hour trips by land use type calculated based ITE trip generation rates:

| | |
|---|---|
| Single Family | ITE Code 210 |
| Townhomes | ITE Code 230 |
| Apartments/Condos | ITE Code 220 |
| Senior Housing [Attached] | ITE Code 252 |

## Commercial Development Projects

| | | | | | | | | PM Peak Hour Trip Rate per KSF [4] | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | 0.97 | 2.78 | 1.49 |
| | | | | | SF of Development [3] | | | PM Peak Hour Trips | | |
| TAZ | Increase in GP Jobs [1] | Industrial | Retail | Office | Industrial | Retail | Office | Industrial | Retail | Office |
| 931 | 20 | 20 | | | 8,000 | | | 8 | | |
| 933 | 40 | 40 | | | 16,000 | | | 16 | | |
| 930 | 97 | 97 | | | 38,800 | | | 38 | | |
| 918 | 110 | | 55 | 55 | | 27,354 | 18,430 | | 76 | 27 |
| 922 | 110 | | 55 | 55 | | 27,656 | 18,229 | | 77 | 27 |
| 932 | 217 | 217 | | | 86,800 | | | 84 | | |
| 934 | 511 | | 57 | 454 | | 28,319 | 151,454 | | 79 | 226 |
| 935 | 1,778 | | 227 | 1,551 | | 113,612 | 516,926 | | 316 | 770 |
| **Totals** | **2,883** | **374** | **394** | **2,115** | **149,600** | **196,941** | **705,039** | **145** | **548** | **1,051** |
| | | | | | | **1,051,580** | | | **1,744** | |

***Notes***

TAZ = Traffic Analysis Zone

[1] As reported in Newark's General Plan

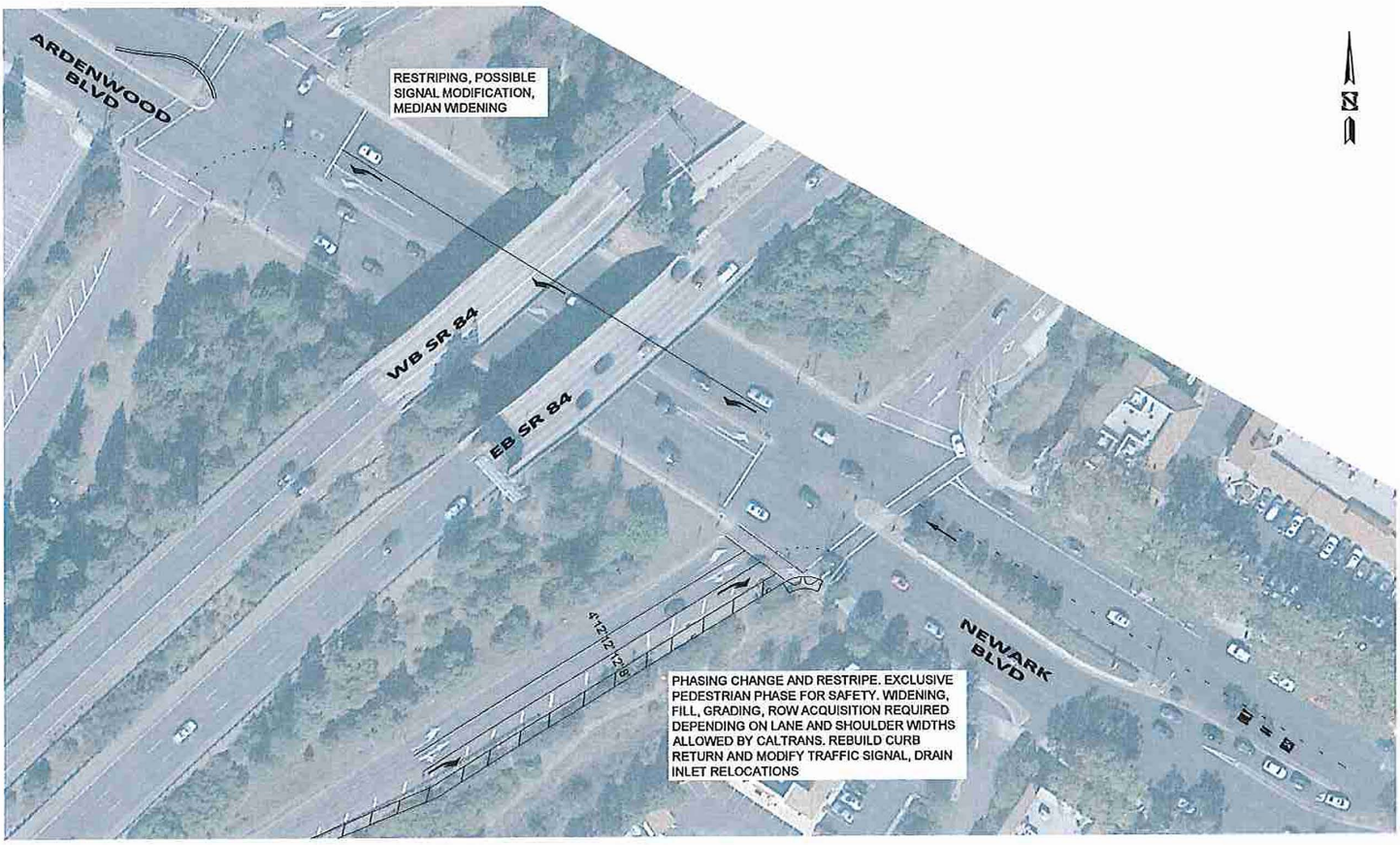
[2] Derived from commercial development descriptions from Newark's General Plan.

[3] Square Feet per of development calculated based on ITE PM peak-hour trip rates per 1,000 square feet and per employee.

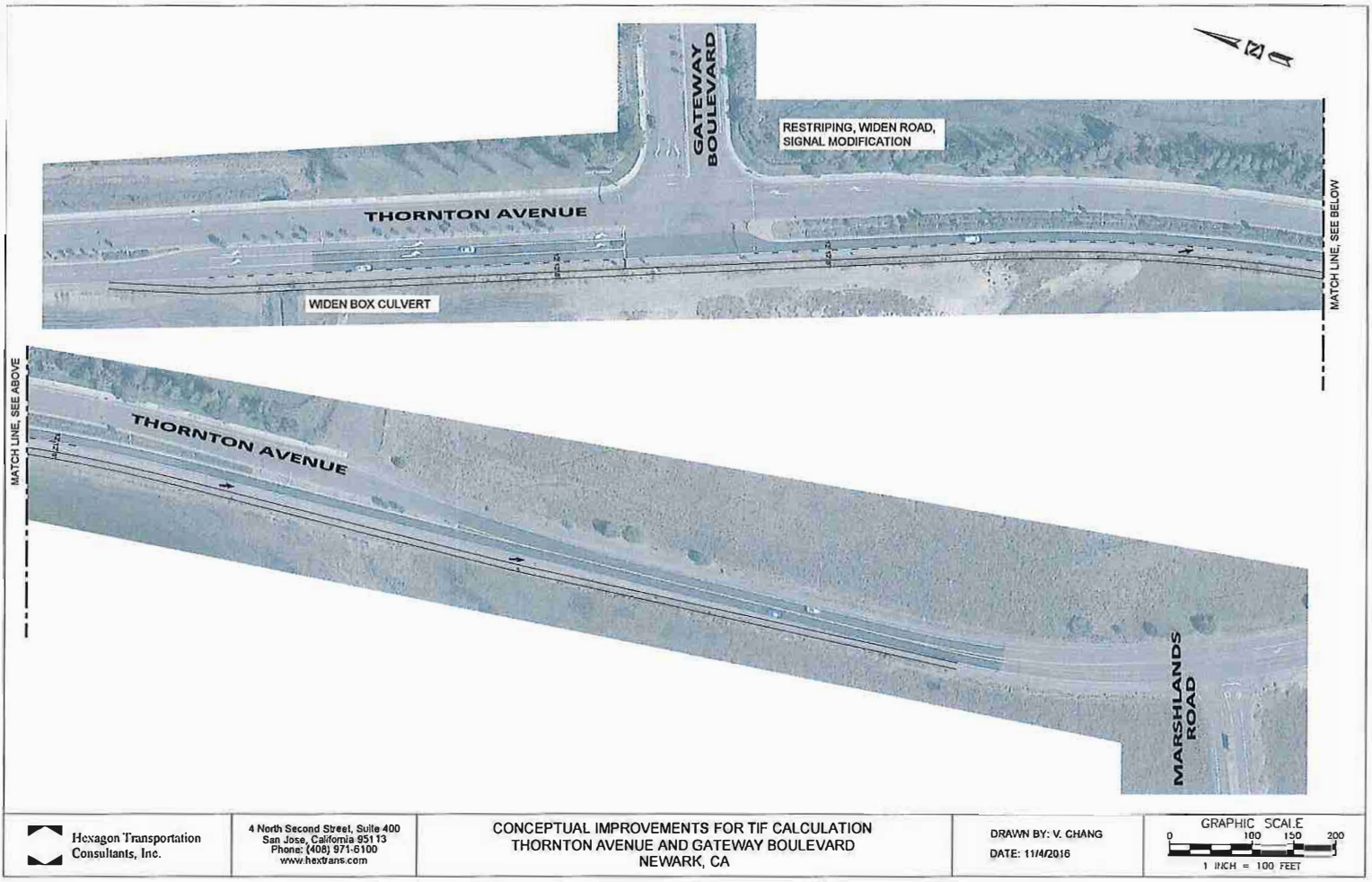
| | | |
|---|---|---|
| Light Industrial (Includes Manufacturing | ITE Code 110 | Assume 2.50 jobs per 1,000 square feet |
| Retail | ITE Code 820 | Assume 2.0 jobs per 1,000 square feet |
| Office (Includes R&D) | ITE Code 710 | Assume 3.33 jobs per 1,000 square feet |

[4] PM Peak hour trips by land use type calculated based ITE Trip Generation Rates. Retail rate includes a 25% pass by reduction.

# Appendix B
# Conceptual Drawings Intersection Improvements



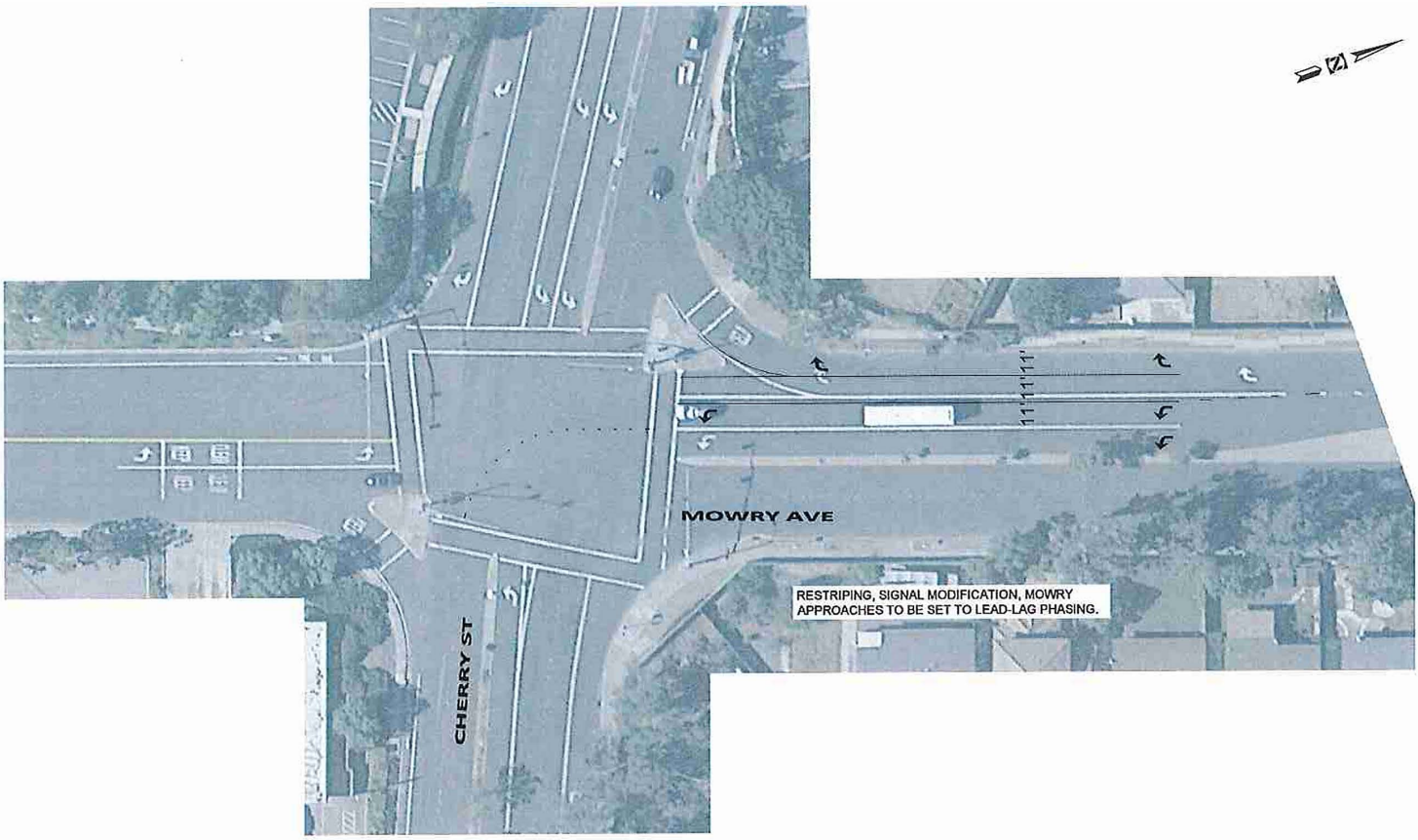

| | | | | |
|---|---|---|---|---|
| Hexagon Transportation Consultants, Inc. | 4 North Second Street, Suite 400<br>San Jose, California 95113<br>Phone: (408) 971-6100<br>www.hextrans.com | CONCEPTUAL IMPROVEMENTS FOR TIF CALCULATION<br>ARDENWOOD BLVD AND STATE ROUTE 84<br>NEWARK, CA | DRAWN BY: V. CHANG<br>DATE: 11/4/2016 | GRAPHIC SCALE<br>0 60 80 100 120<br>1 INCH = 60 FEET |



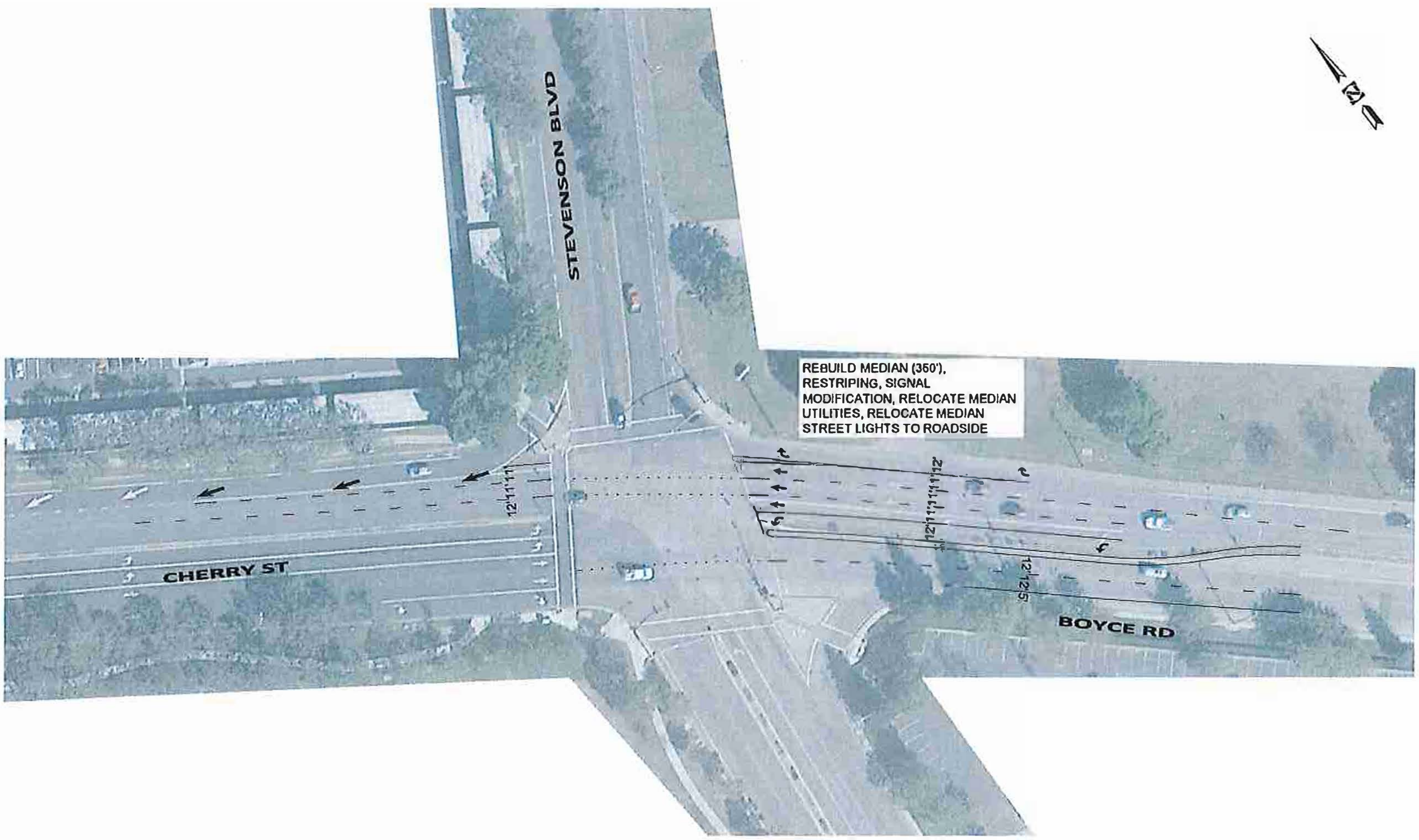

| | | | | |
|---|---|---|---|---|
| Hexagon Transportation Consultants, Inc. | 4 North Second Street, Suite 400<br>San Jose, California 951 13<br>Phone: (408) 971-6100<br>www.hextrans.com | CONCEPTUAL IMPROVEMENTS FOR TIF CALCULATION<br>THORNTON AVENUE AND GATEWAY BOULEVARD<br>NEWARK, CA | DRAWN BY: V. CHANG<br>DATE: 11/4/2016 | GRAPHIC SCALE<br>0 100 150 200<br>1 INCH = 100 FEET |




| | | | | |
|---|---|---|---|---|
| Hexagon Transportation Consultants, Inc. | 4 North Second Street, Suite 400<br>San Jose, California 95113<br>Phone: (408) 971-6100<br>www.hextrans.com | CONCEPTUAL IMPROVEMENTS FOR TIF CALCULATION<br>THORNTON AVENUE AND CHERRY STREET<br>NEWARK, CA | DRAWN BY: V. CHANG<br>DATE: 11/4/2016 | GRAPHIC SCALE<br>0 60 80 100 120<br>1 INCH = 60 FEET |




| | | | | |
|---|---|---|---|---|
| Hexagon Transportation Consultants, Inc. | 4 North Second Street, Suite 400<br>San Jose, California 95113<br>Phone: (408) 971-6100<br>www.hextrans.com | CONCEPTUAL IMPROVEMENTS FOR TIF CALCULATION<br>MOWRY AVENUE AND CHERRY STREET<br>NEWARK, CA | DRAWN BY: V. CHANG<br>DATE: 11/4/2016 | GRAPHIC SCALE<br>0 40 60 80<br>1 INCH = 40 FEET |




| | | | | |
|---|---|---|---|---|
| Hexagon Transportation Consultants, Inc. | 4 North Second Street, Suite 400<br>San Jose, California 95113<br>Phone: (408) 971-6100<br>www.hextrans.com | CONCEPTUAL IMPROVEMENTS FOR TIF CALCULATION<br>STEVENSON BOULEVARD AND CHERRY STREET<br>NEWARK, CA | DRAWN BY: V. CHANG<br>DATE: 11/4/2016 | GRAPHIC SCALE<br>0 60 80 100 120<br>1 INCH = 60 FEET |

# Appendix C
# Cost Estimates Intersection Improvements

# Planning-Level Improvement Cost Estimate

**PROJECT:** Newark TIF
LOCATION: Ardenwood Bl/Newark Bl and WB SR84
DATE: 3/10/2017

**Ardenwood Bl/Newark Bl and WB SR84**

| Item Description | Unit | Qty. | Unit Price | Extension |
|---|---|---|---|---|
| **Miscellaneous** | | | | |
| Earthwork | CY | | $ 95.00 | $ - |
| Asphalt Concrete Pavement w/ aggregate base | SF | 160 | $ 18.00 | $ 2,880.00 |
| Install Median Island | SF | 600 | $ 35.00 | $ 21,000.00 |
| Import Fill Soil | CY | | $ 25.00 | $ - |
| Roadway Excavation | SF | | $ 5.00 | $ - |
| PCC Curb and Gutter | LF | 80 | $ 45.00 | $ 3,600.00 |
| PCC Curb Ramp | EA | 1 | $ 5,000.00 | $ 5,000.00 |
| PCC Sidewalk | SF | | $ 30.00 | $ - |
| Remove Asphalt Concrete Pavement | SF | 200 | $ 8.00 | $ 1,600.00 |
| Remove Median Island | SF | | $ 10.00 | $ - |
| Remove PCC Curb and Gutter | LF | 80 | $ 11.00 | $ 880.00 |
| Remove Sidewalk or Curb Ramp | SF | | $ 10.00 | $ - |
| Remove Storm Drain Inlet | EA | | $ 2,000.00 | $ - |
| Install Storm Drain Inlet | EA | | $ 4,000.00 | $ - |
| Install Metal Beam Guardrail | LF | | $ 50.00 | $ - |
| Remove Tree | EA | | $ 600.00 | $ - |
| Restriping and Signage | LS | 1 | $ 3,000.00 | $ 3,000.00 |
| Signal modification | EA | 1 | $ 200,000.00 | $ 200,000.00 |
| **Subtotal** | | | | $ 237,960.00 |

| | |
|---|---|
| **Total Materials & Labor Cost** | $ 237,960.00 |

| **Other Costs** | | | | |
|---|---|---|---|---|
| Mobilization | LS | 1 | 7% of Materials | $ 16,657.20 |
| Environmental Mitigation | LS | | | $ - |
| Stormwater Treatment | LS | 1 | 30% of Materials | $ 71,388.00 |
| Clearing and grubbing | LS | | | $ - |
| Construction Staging, Traffic Control, and Construction Area Signs | LS | 1 | 6% of Materials | $ 14,277.60 |
| Contingency, Engineering and Administration Costs | LS | 1 | 35% of Materials | $ 83,286.00 |
| **Subtotal** | | | | $ 185,608.80 |

| | |
|---|---|
| **Total Task Cost** | $ 423,568.80 |

# Planning-Level Improvement Cost Estimate

**PROJECT:** Newark TIF
LOCATION: Ardenwood Bl/Newark Bl and EB SR84
DATE: 3/10/2017

**Ardenwood Bl/Newark Bl and EB SR84**

| Item Description | Unit | Qty. | Unit Price | Extension |
|---|---|---|---|---|
| **Miscellaneous** | | | | |
| Earthwork | CY | 800 | $ 95.00 | $ 76,000.00 |
| Asphalt Concrete Pavement w/ aggregate base | SF | 6,650 | $ 18.00 | $ 119,700.00 |
| Install Median Island | SF | | $ 35.00 | $ - |
| Import Fill Soil | CY | 800 | $ 25.00 | $ 20,000.00 |
| Roadway Excavation | SF | | $ 5.00 | $ - |
| PCC Curb and Gutter | LF | 220 | $ 45.00 | $ 9,900.00 |
| PCC Curb Ramp | EA | 2 | $ 5,000.00 | $ 10,000.00 |
| PCC Sidewalk | SF | 1,000 | $ 30.00 | $ 30,000.00 |
| Remove Asphalt Concrete Pavement | SF | 4,000 | $ 8.00 | $ 32,000.00 |
| Remove Median Island | SF | | $ 10.00 | $ - |
| Remove PCC Curb and Gutter | LF | 220 | $ 11.00 | $ 2,420.00 |
| Remove Sidewalk or Curb Ramp | SF | 900 | $ 10.00 | $ 9,000.00 |
| Remove Storm Drain Inlet | EA | 2 | $ 2,000.00 | $ 4,000.00 |
| Install Storm Drain Inlet | EA | 2 | $ 4,000.00 | $ 8,000.00 |
| Install Metal Beam Guardrail | LF | 300 | $ 50.00 | $ 15,000.00 |
| Remove Tree | EA | | $ 600.00 | $ - |
| Restriping and Signage | LS | 1 | $ 12,000.00 | $ 12,000.00 |
| Signal modification | EA | 1 | $ 200,000.00 | $ 200,000.00 |
| ROW Acquisition | | | NOT INCLUDED IN ESTIMATE | |
| **Subtotal** | | | | $ 548,020.00 |

| | |
|---|---|
| **Total Materials & Labor Cost** | $ 548,020.00 |

| **Other Costs** | | | | |
|---|---|---|---|---|
| Mobilization | LS | 1 | 7% of Materials | $ 38,361.40 |
| Environmental Mitigation | LS | 1 | 200000 | $ 200,000.00 |
| Stormwater Treatment | LS | 1 | 30% of Materials | $ 164,406.00 |
| Clearing and grubbing | LS | 1 | 3% of Materials | $ 16,440.60 |
| Construction Staging, Traffic Control, and Construction Area Signs | LS | 1 | 6% of Materials | $ 32,881.20 |
| Contingency, Engineering and Administration Costs | LS | 1 | 35% of Materials | $ 191,807.00 |
| **Subtotal** | | | | $ 643,896.20 |

| | |
|---|---|
| **Total Task Cost** | $ 1,191,916.20 |

# Planning-Level Improvement Cost Estimate

**PROJECT:** Newark TIF
LOCATION: Thornton Ave and Gateway Bl
DATE: 1/27/2017

**Thornton Ave and Gateway Bl**

| Item Description | Unit | Qty. | Unit Price | Extension |
|---|---|---|---|---|
| **Miscellaneous** | | | | |
| Earthwork | CY | 3,000 | $ 95.00 | $ 285,000.00 |
| Asphalt Concrete Pavement w/ aggregate base | SF | 46,000 | $ 18.00 | $ 828,000.00 |
| Install Median Island | SF | | $ 35.00 | $ - |
| Import Fill Soil | CY | 3,000 | $ 25.00 | $ 75,000.00 |
| Roadway Excavation | SF | | $ 5.00 | $ - |
| PCC Curb and Gutter | LF | | $ 45.00 | $ - |
| PCC Curb Ramp | EA | | $ 5,000.00 | $ - |
| PCC Sidewalk | SF | | $ 30.00 | $ - |
| Remove Asphalt Concrete Pavement | SF | 21,000 | $ 8.00 | $ 168,000.00 |
| Remove Median Island | SF | | $ 10.00 | $ - |
| Remove PCC Curb and Gutter | LF | | $ 11.00 | $ - |
| Remove Sidewalk or Curb Ramp | SF | | $ 10.00 | $ - |
| Remove Storm Drain Inlet | EA | | $ 2,000.00 | $ - |
| Install Storm Drain Inlet | EA | | $ 4,000.00 | $ - |
| Install Metal Beam Guardrail | LF | 300 | $ 50.00 | $ 15,000.00 |
| Remove Tree | EA | | $ 600.00 | $ - |
| Widen small culvert | LF | 12 | $ 1,000.00 | $ 12,000.00 |
| Restriping and Signage | LS | 1 | $ 10,000.00 | $ 10,000.00 |
| Signal modification | LS | 1 | $ 200,000.00 | $ 200,000.00 |
| **Subtotal** | | | | **$ 1,593,000.00** |

| | |
|---|---|
| **Total Materials & Labor Cost** | **$ 1,593,000.00** |

| **Other Costs** | | | | |
|---|---|---|---|---|
| Mobilization | LS | 1 | 7% of Materials | $ 111,510.00 |
| Environmental Mitigation | LS | 1 | 25% of Materials | $ 398,250.00 |
| Stormwater Treatment | LS | 1 | 30% of Materials | $ 477,900.00 |
| Clearing and grubbing | LS | 1 | 3% of Materials | $ 47,790.00 |
| Construction Staging, Traffic Control, and Construction Area Signs | LS | 1 | 6% of Materials | $ 95,580.00 |
| Contingency, Engineering and Administration Costs | LS | 1 | 35% of Materials | $ 557,550.00 |
| **Subtotal** | | | | **$ 1,688,580.00** |

| | |
|---|---|
| **Total Task Cost** | **$ 3,281,580.00** |

# Planning-Level Improvement Cost Estimate

**PROJECT:** Newark TIF
LOCATION: Thornton Ave and Cherry St
DATE: 1/27/2017

**Thornton Ave and Cherry St**

| Item Description | Unit | Qty. | Unit Price | Extension |
|---|---|---|---|---|
| **Miscellaneous** | | | | |
| Asphalt Concrete Pavement w/ aggregate base | SF | 3,200 | $ 18.00 | $ 57,600.00 |
| Install Median Island | SF | 250 | $ 35.00 | $ 8,750.00 |
| Import Fill Soil | CY | | $ 25.00 | $ - |
| Roadway Excavation | SF | 1,250 | $ 5.00 | $ 6,250.00 |
| PCC Curb and Gutter | LF | 750 | $ 45.00 | $ 33,750.00 |
| PCC Curb Ramp | EA | 2 | $ 5,000.00 | $ 10,000.00 |
| PCC Sidewalk | SF | 4,450 | $ 30.00 | $ 133,500.00 |
| Remove Asphalt Concrete Pavement | SF | 1,400 | $ 8.00 | $ 11,200.00 |
| Remove Median Island | SF | 800 | $ 10.00 | $ 8,000.00 |
| Remove PCC Curb and Gutter | LF | 750 | $ 11.00 | $ 8,250.00 |
| Remove Sidewalk or Curb Ramp | SF | 4,450 | $ 10.00 | $ 44,500.00 |
| Remove Storm Drain Inlet | EA | 1 | $ 2,000.00 | $ 2,000.00 |
| Install Storm Drain Inlet | EA | 1 | $ 4,000.00 | $ 4,000.00 |
| Remove Tree | EA | 6 | $ 600.00 | $ 3,600.00 |
| Restriping and Signage | LS | 1 | $ 10,000.00 | $ 10,000.00 |
| Signal modification | LS | 1 | $ 250,000.00 | $ 250,000.00 |
| Streetlight and utilities relocation | LS | 1 | $ 25,000.00 | $ 25,000.00 |
| ROW Acquisition | | | NOT INCLUDED IN ESTIMATE | |
| **Subtotal** | | | | $ 616,400.00 |

| | |
|---|---|
| **Total Materials & Labor Cost** | $ 616,400.00 |

| **Other Costs** | | | | |
|---|---|---|---|---|
| Mobilization | LS | 1 | 7% of Materials | $ 43,148.00 |
| Environmental Mitigation | LS | | 25% of Materials | $ - |
| Stormwater Treatment | LS | 1 | 30% of Materials | $ 184,920.00 |
| Clearing and grubbing | LS | 1 | 1% of Materials | $ 6,164.00 |
| Construction Staging, Traffic Control, and Construction Area Signs | LS | 1 | 6% of Materials | $ 36,984.00 |
| Contingency, Engineering and Administration Costs | LS | 1 | 35% of Materials | $ 215,740.00 |
| **Subtotal** | | | | $ 486,956.00 |

| | |
|---|---|
| **Total Task Cost** | $ 1,103,356.00 |

# Planning-Level Improvement Cost Estimate

**PROJECT:** Newark TIF
LOCATION: Cherry St and Mowry Ave
DATE: 1/27/2017

**Cherry St and Mowry Ave**

| Item Description | Unit | Qty. | Unit Price | Extension |
|---|---|---|---|---|
| **Miscellaneous** | | | | |
| Asphalt Concrete Pavement w/ aggregate base | SF | | $ 18.00 | $ - |
| Install Median Island | SF | | $ 35.00 | $ - |
| Import Fill Soil | CY | | $ 25.00 | $ - |
| Roadway Excavation | SF | | $ 5.00 | $ - |
| PCC Curb and Gutter | LF | | $ 45.00 | $ - |
| PCC Curb Ramp | EA | | $ 5,000.00 | $ - |
| PCC Sidewalk | SF | | $ 30.00 | $ - |
| Remove Asphalt Concrete Pavement | SF | | $ 8.00 | $ - |
| Remove Median Island | SF | | $ 10.00 | $ - |
| Remove PCC Curb and Gutter | LF | | $ 11.00 | $ - |
| Remove Sidewalk or Curb Ramp | SF | | $ 10.00 | $ - |
| Remove Storm Drain Inlet | EA | | $ 2,000.00 | $ - |
| Install Storm Drain Inlet | EA | | $ 4,000.00 | $ - |
| Remove Tree | EA | | $ 600.00 | $ - |
| Restriping and Signage | LS | 1 | $ 5,000.00 | $ 5,000.00 |
| Signal modification | LS | 1 | $ 125,000.00 | $ 125,000.00 |
| Streetlight and utilities relocation | LS | | $ 25,000.00 | $ - |
| **Subtotal** | | | | **$ 130,000.00** |

| | |
|---|---|
| **Total Materials & Labor Cost** | **$ 130,000.00** |

| **Other Costs** | | | | |
|---|---|---|---|---|
| Mobilization | LS | 1 | 7% of Materials | $ 9,100.00 |
| Environmental Mitigation | LS | | 25% of Materials | $ - |
| Stormwater Treatment | LS | | 30% of Materials | $ - |
| Clearing and grubbing | LS | | 3% of Materials | $ - |
| Construction Staging, Traffic Control, and Construction Area Signs | LS | 1 | 6% of Materials | $ 7,800.00 |
| Contingency, Engineering and Administration Costs | LS | 1 | 35% of Materials | $ 45,500.00 |
| **Subtotal** | | | | **$ 62,400.00** |

| | |
|---|---|
| **Total Task Cost** | **$ 192,400.00** |

# Planning-Level Improvement Cost Estimate

**PROJECT:** Newark TIF
LOCATION: Cherry St and Stevenson Bl
DATE: 1/27/2017

**Cherry St and Stevenson Bl**

| Item Description | Unit | Qty. | Unit Price | Extension |
|---|---|---|---|---|
| **Miscellaneous** | | | | |
| Asphalt Concrete Pavement w/ aggregate base | SF | 2,200 | $ 18.00 | $ 39,600.00 |
| Install Median Island | SF | 1,400 | $ 35.00 | $ 49,000.00 |
| Import Fill Soil | CY | | $ 25.00 | $ - |
| Roadway Excavation | SF | | $ 5.00 | $ - |
| PCC Curb and Gutter | LF | 720 | $ 45.00 | $ 32,400.00 |
| PCC Curb Ramp | EA | | $ 5,000.00 | $ - |
| PCC Sidewalk | SF | | $ 30.00 | $ - |
| Remove Asphalt Concrete Pavement | SF | 1,400 | $ 8.00 | $ 11,200.00 |
| Remove Median Island | SF | 2,200 | $ 10.00 | $ 22,000.00 |
| Remove PCC Curb and Gutter | LF | 720 | $ 11.00 | $ 7,920.00 |
| Remove Sidewalk or Curb Ramp | SF | | $ 10.00 | $ - |
| Remove Storm Drain Inlet | EA | | $ 2,000.00 | $ - |
| Install Storm Drain Inlet | EA | | $ 4,000.00 | $ - |
| Remove Tree | EA | | $ 600.00 | $ - |
| Restriping and Signage | LS | 1 | $ 12,000.00 | $ 12,000.00 |
| Signal modification | LS | 1 | $ 200,000.00 | $ 200,000.00 |
| Streetlight and utilities relocation | LS | 1 | $ 35,000.00 | $ 35,000.00 |
| **Subtotal** | | | | **$ 409,120.00** |

| | |
|---|---|
| **Total Materials & Labor Cost** | **$ 409,120.00** |

| **Other Costs** | | | | |
|---|---|---|---|---|
| Mobilization | LS | 1 | 7% of Materials | $ 28,638.40 |
| Environmental Mitigation | LS | | 25% of Materials | $ - |
| Stormwater Treatment | LS | 1 | 30% of Materials | $ 122,736.00 |
| Clearing and grubbing | LS | | 3% of Materials | $ - |
| Construction Staging, Traffic Control, and Construction Area Signs | LS | 1 | 6% of Materials | $ 24,547.20 |
| Contingency, Engineering and Administration Costs | LS | 1 | 35% of Materials | $ 143,192.00 |
| **Subtotal** | | | | **$ 319,113.60** |

| | |
|---|---|
| **Total Task Cost** | **$ 728,233.60** |

# APPENDIX G

# RESOLUTION NO. 10,635

RESOLUTION NO. 10,635

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ESTABLISHING AN IMPLEMENTING RESOLUTION FOR THE TRANSPORTATION IMPACT FEE, UNDER GOVERNMENT CODE SECTION 66001, IN ACCORDANCE WITH MUNICIPAL CODE SECTION 3.24.040 AND AMENDING THE MASTER FEE SCHEDULE TO REFLECT THESE CHANGES

WHEREAS, the City Council of the City of Newark, a general law city ("City"), is authorized to prescribe and establish fees in regard to services or functions performed by the City for the public in a governmental and proprietary capacity; and

WHEREAS, California Government Code Section 66000 et seq. allows local governments to impose impact fees on new development in order to recover the cost of improvements that are needed to serve that new development; and

WHEREAS, Chapter 3.24 ("Development Impact Fees") of the Newark Municipal Code authorizes the City Council to adopt implementing resolutions establishing development impact fees in order to mitigate the impacts that projects have upon the City's ability to provide public facilities;

WHEREAS, the existing fee needs to be brought into conformity with current conditions in the City; and

WHEREAS, the City desires to have an updated Transportation Impact Fee that will ensure that all new development pays the cost to provide transportation facilities needed to support new development; and

WHEREAS, the City has retained Hexagon Transportation Consultants to complete a Transportation Impact Fee Nexus Study, dated March 28, 2017, which establishes a reasonable relationship between the Transportation Impact Fee and the purpose of the fee, which study is incorporated herein and attached as Exhibit A; and

WHEREAS, the City has duly noticed, advertised, scheduled, and held a Public Hearing on May 25, 2017; and

WHEREAS, on May 25, 2017 the City Council reviewed material presented in the staff report including the Transportation Impact Fee Nexus Study, concerning the purpose of the fee and the relationship between the fee and its purpose; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newark which hereby finds, declares, and resolves that:

1) The City hereby receives and approves the Public Safety and Transportation Development Impact Fee Nexus Study ("Fee Study"), which is attached as Exhibit A to this Resolution.

2) In adopting this Resolution, the City Council is exercising its powers under Chapter 3.24 of the Newark Municipal Code, as well as pursuant to Article XI, Sections 5 and 7 of the California Constitution, Chapter 5 of Division 1 of the Government Code ("Mitigation Fee Act"), commencing with Section 66000, collectively and separately.

3) After considering the Fee Study, this Resolution, and the testimony received at a public hearing, the City Council hereby makes the following findings:

   a) In accordance with Section 66001, subdivision a, paragraph 1 of the Mitigation Fee Act, the purpose of the fees set forth in this Resolution, as specified in Exhibit A, is to provide for an expansion in transportation capital facilities in the City as new growth occurs;

   b) In accordance with Section 66001, subdivision a, paragraph 2 of the Mitigation Fee Act, the fees collected pursuant to this Resolution, as specified in Exhibit A, shall be used for transportation related improvements identified in Exhibit A and shall be used to fund any administrative cost associated with the transportation impact fee program;

   c) In accordance with Section 66001, subdivision a, paragraph 3 of the Mitigation Fee Act, there is a reasonable relationship between the fees use (to pay for the acquisition and construction of transportation facilities and imiprovements) and the type of development for which the fees are imposed in that the fees will be applied to residential and comercial development in the City, which will generate demands for transportation facilities;

   d) In accordance with Section 66001, subdivision a, paragraph 4 of the Mitigation Fee Act, the Fee Study demonstrates that there is a reasonable relationship between the amount of the Transportation Impact Fee and the cost of transportation improvements attributable to the development upon which the fee is proposed. Since the need for transportation facilities is inherently travel driven associated transportation facility costs are assessed based on transportation trips; and

   e) In accordance with Section 66001, subdivision b of the Mitigation Fee Act, there is a reasonable relationship between the amount of the fees and cost of providing the public safety facilities attributable to the development in the City upon which the fees are imposed in that the fees

have been calculated by apportioning the cost of transportation facilities acquisition and construction to the amount of transportation demand created by residents and employees attracted by each type of development.

4) The City finds pursuant to the California Environmental Quality Act ("CEQA") this action is not a "project" because the Resolution provides a mechanism for funding of transportation facilities but does not involve a commitment to any specific project for such purposes that may result in a potential significant impact on the Environment (CEQA guidelines Section 15378, Pub. Res. Code Section 21080(b)(8)(D)).

5) The cost estimates set forth in the Fee Study are reasonable estimates for acquiring and constructing transportation facilities and improvements and the fees expected to be generated by future development will not exceed the future projected cost of acquiring and constructing transportation facilities.

6) The method of allocation of the fees to particular development bears a fair relationship and is roughly proportional to each development's burden on and benefits from the transportation facilities to be funded by the fees, in that the fees are calculated based on the amount of transportation demand created by residents and employees attracted by each type of development.

7) The Fee Study is a detailed analysis of how transportation services will be affected by development in the City and the transportation facilities necessary to accommodate that development.

8) The fees are consistent with the General Plan and, pursuant to Government Code Section 65913.2, the City Council has considered the effects of the fees with respect to the City's housing needs as established in the housing element of the General Plan.

9) The fee amounts set forth in this Resolution include the fair and reasonable costs of administration of the fee programs and are within the requirements of the Mitigation Fee Act and other applicable law.

10) The fees are subject to adjustment, which approximate the fluctuation in market costs, and shall be adjusted annually in accordance with the Engineering News Record Construction Cost Index, San Francisco, California.

11) The City does hereby approve the following transportation impact fees on new residential and commercial development for transportation facilities as follows:

Residential Development

| Type of Unit | Fee per Unit |
|---|---|
| Single Family Unit | $4,974 |
| Townhome Unit | $2,586 |
| Multiple Family Units | $3,084 |

Commercial Development

| Type of Use | Fee per Square Foot |
|---|---|
| Office/Commercial | $4.41 |
| Manufacturing/Research and Development | $2.41 |
| Warehousing/Distribution | $4.82 |

(These fees shall be adjusted annually in accordance with the Engineering News Record Construction Cost Index, San Francisco, California.)

12) The city council may elect to waive the payment of the impact fee if a residential or nonresidential development project provides community benefits in excess of those required by the impacts of the project, and if the city council finds that the expected benefits to the community exceed those that would be provided by the payment of the Transportation Impact Fee. Such community benefits may include the provision of senior housing, the generation of significant taxes, or the elimination of nuisances.

13) The Transportation Impact Fees shall not apply to approved projects that are covered by a Development Agreement or Vesting Tentative Map unless the provisions of the document allow the application of such fees.

14) The Master Fee Schedule shall be amended to reflect the Transportation Impact fees as set forth in this Resolution.

15) Effective Date: This resolution shall be effective upon date of adoption of this Resolution. In accordance with Government Code Section 66017, the fees set by this Resolution shall be effective 60 days from the effective date of this Resolution.

16) Severability. Each component of the fees and all portions of this Resolution are severable. Should any individual component of the fees or other provisions of this Resolution be adjusted to be invalid and unenforceable, the remaining component or provisions shall be and continue to be fully effective, and the fees shall be fully effective except as to that component which has been judged to be invalid.

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on May 25, 2017, by Council Member Hannon, who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

AYES: Council Members Hannon, Freitas, Vice Mayor Bucci and Mayor Nagy

NOES: None

ABSENT: Council Member Collazo

SECONDED: Vice Mayor Bucci

APPROVED:

s/ALAN L. NAGY
Mayor

ATTEST:

s/SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:

s/DAVID J. BENOUN
City Attorney

# APPENDIX H

# RESOLUTION NO. 8802

RESOLUTION NO. 8802

RESOLUTION ESTABLISHING AN INCLUSONARY HOUSING IN-LIEU FEE SCHEDULE AND A NONRESIDENTIAL DEVELOPMENT HOUSING IMPACT FEE SCHEDULE IN ACCORDANCE WITH CHAPTER 17.18 OF THE NEWARK MUNICIPAL CODE

WHEREAS, the City Council of the City of Newark has established an inclusionary housing program which allows the payment of an in-lieu fee under certain circumstances; and

WHEREAS, the City Council has adopted a nonresidential development housing impact fee; and

WHEREAS, the City of Newark hired Economic and Planning Systems to prepare an Affordable Housing Fee Study, dated April 2004, which: (1) examined the amount of subsidy needed to produce housing units affordable to moderate, low, and very low income households; (2) found a clear nexus between the development of nonresidential land uses and the number of housing units that will be needed to accommodate for very low, low, and moderate income households as a result of the development; and (3) quantified this need; and

WHEREAS, for the nonresidential development impact fee, the City Council has determined that the fee shall be set at a rate lower than the maximum allowable because of the revenue generated by nonresidential uses, the subsidies that are provided by other sources, and the need to remain competitive with other cities.

NOW, THEREFORE, the City Council resolves as follows:

1. Amount of Fee

   a. To establish the inclusionary housing in-lieu fee at $6,704 per market rate unit, as calculated in the Affordable Housing Fee Study; and

   b. To establish the nonresidential development housing impact fee at $2.65 per square foot for new commercial development, and $0.49 per square foot for new industrial development, which are lower than the maximum allowable fee calculated in the Affordable Housing Fee Study; and

   c. To provide that these fees shall annually be revised effective July 1 of each year, commencing on July 1, 2005, by the percentage change in the Engineering News-Record's Building Cost Index, or a similar index designated by the City Manager, over the previous year.

2. Time of Payment

a. The inclusionary housing in-lieu fee shall be paid on a lump sum basis for the total development before the first Certificate of Occupancy is issued for any structure within the residential development project; and

b. The nonresidential development housing impact fee shall be paid prior to issuance of a building permit for any structure within the nonresidential development project.

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on May 27, 2004, by Vice Mayor Torrico who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

YES: Council Members Freitas, Johnson, Nagy, Torrico, and Mayor Smith

NOES: None

ABSENT: None

SECONDED: Council Member Nagy

APPROVED:

s/DAVID W. SMITH
Mayor

ATTEST:

s/KATHLEEN L. SLAFTER
Deputy City Clerk

APPROVED AS TO FORM:

s/GARY J. GALLIANO
City Attorney

# APPENDIX I

# NEWARK AFFORDABLE HOUSING STUDY



Economic & Planning Systems

*Real Estate Economics*
*Regional Economics*
*Public Finance*
*Land Use Policy*

# EXHIBIT D

## FINAL REPORT

# NEWARK AFFORDABLE HOUSING FEE STUDY

Prepared for:

City of Newark

Prepared by:

Economic & Planning Systems, Inc.

April 2004

EPS #10222


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# I. INTRODUCTION AND SUMMARY OF FINDINGS

This Newark Fee Study Report provides the City of Newark with the necessary technical documentation for adoption and implementation of two development fees: (1) a Nonresidential Development Housing Impact Fee to fund the development of affordable housing within the City and (2) an Inclusionary Housing In-Lieu Fee, also designed to fund affordable housing

Following this Introductory Chapter, **Chapter II** describes the methodology and provides fee calculations for both the nonresidential housing impact fee and the inclusionary housing in-lieu fee In **Chapter III**, the proposed fees, as well as other existing fees, are compared with the total fee burden in other East Bay cities.

## SUMMARY OF FINDINGS

The key findings from this Draft Report are provided below with a more detailed description of the analysis provided in subsequent chapters

1 **Inclusionary Housing In-Lieu Fee.** The subsidy requirements associated with providing 337 affordable housing units, consistent with the City of Newark's proposed inclusionary housing program, corresponds to an estimated maximum in-lieu fee of $6,704 per-market rate unit developed This estimate assumes that rental projects will receive federal and state affordable housing tax credits equal to 35 percent of production costs for low- and very low- income units

2 **Nonresidential Development Housing Impact Fee.** Assuming that nonresidential development pays 100 percent of its subsidy requirement, the estimated maximum non-residential impact fees are $9.47 per square foot for new commercial development and $1 76 per square foot for new industrial development This estimate assumes that rental projects will receive federal and state affordable housing tax credits equal to 35 percent of production costs for low- and very low-income units

3. **Regional Fee Comparison.** EPS compared the total burden from all development fees for various East Bay cities These comparisons indicate that if the two development fees are adopted at the levels identified in this Report, the total residential fee in Newark will be lower than the average fees of comparable jurisdictions The total fee charged to retail development would be roughly 2 percent lower than the average fee in comparable cities. However, the proposed fee for commercial/office would be roughly 61 percent higher than the average fee in comparable jurisdictions, while the fee charged to general industrial uses would be approximately 17 percent higher than average fees in nearby cities

# II. AFFORDABLE HOUSING FEE CALCULATIONS

This Chapter provides the City of Newark with estimates of the expected maximum inclusionary housing in-lieu and nonresidential development housing impact fees. The analysis assumes that the affordable housing subsidy will be generated by both residential and nonresidential development.

## INCLUSIONARY HOUSING IN-LIEU FEE

The first step in calculating an inclusionary housing in-lieu fee is to determine moderate-income, low-income and very low-income households' ability to pay for housing. Ability to pay is then compared with actual housing production costs to determine the affordability gap or difference between ability to pay and production cost The affordability gap is equivalent to the subsidy necessary to develop viable affordable housing The inclusionary in-lieu fee is calculated based on the affordability gap and inclusionary housing program requirements.

### ABILITY TO PAY FOR HOUSING BY INCOME CATEGORY

California's Housing and Community Development Department defines income categories in relation to the County median income, depending upon household size Based on Alameda County median income, the upper income limit for the very low-income category is $34,475 for a 3-person household and $38,300 for a 4-person household. A household is defined as low income if its income is greater than those of very low-income families, but less than or equal to $44,818 for 3-person households, or $49,790 for 4-person households. A household is defined as moderate income if its income is greater than those of low-income households, but less than or equal to $68,950 for 3-person households, or $76,600 for 4-person households The income limits for each type of household are shown in **Table 1**

In **Table 2**, the income limits for low- and very low-income households are translated into an estimate of the maximum home price that each type of household could pay. For owner-occupied homes, the estimated annual income (see **Table 1**) for each group is multiplied by the HUD guideline of maximum mortgage-to-income ratio (0.25) to arrive at the maximum affordable monthly payment Next, the owner-occupied home value is calculated, assuming an annual interest rate of 7 percent, a 20 percent down payment, and a 30-year term loan.[1] Using the assumptions outlined above, a moderate-income

[1] While many low-income families are unlikely to have a 20 percent down payment, such a policy does permit the City to allocate its affordable housing funds more efficiently than if a lower down payment is assumed This also serves as an incentive for low-income families to save for a down payment Down payment assistance programs are also available

**Table 1**
**Total Affordable Housing Need: Income Limits by Category**
**Newark Fee Studies; EPS #10222**

| Unit Type | Assumed Percent of Median (1) | Annual Income Limit | |
|---|---|---|---|
| | | 3-Person Household (2) | 4-Person Household (3) |
| **Moderate Income** | 100% | $68,950 | $76,600 |
| **Low Income** | 65% | $44,818 | $49,790 |
| **Very Low Income** | 50% | $34,475 | $38,300 |

(1) The California Department of Housing and Community Development defines Moderate Income as 80-120% of median income, Low Income as 50-80% of median income and Very Low Income as less than 50% of median income For this analysis, the midpoint of the income range is used in calculations requiring a single income limit.
(2) Based on HUD 2003, Alameda County median income for 3-person HH as $68950
(3) Based on HUD 2003, Alameda County median income for 4-person HH as $76600 .

Sources. ABAG, California Deptartment of Housing and Community Development, HUD; Economic & Planning Systems, Inc.

**Table 2**
**Total Affordable Housing Need: Calculation of Ability to Pay for Housing by Income Category**
**Newark Fee Studies; [redacted] #10222**

| Item | AFFORDABILITY CALCULATION: 3-Person Household Monthly Payment | 3-Person Household Affordable Home Value | 4-Person Household Monthly Payment | 4-Person Household Affordable Home Value | Notes |
|---|---|---|---|---|---|
| **Moderate Income Category** | | | | | |
| Owner-Occupied | $1,436 | $269,888 | $1,596 | $299,832 | (1) - (5) |
| Rental Units | $1,374 | $188,123 | $1,565 | $214,313 | (1) and (7) - (8) |
| **Low Income Category** | | | | | |
| Owner-Occupied | $934 | $175,429 | $1,037 | $194,891 | (1) - (5) |
| Rental Units | $820 | $112,353 | $945 | $129,375 | (1), (6), (7), (9) |
| **Very Low Income Category** | | | | | |
| Owner-Occupied | $718 | $134,944 | $798 | $149,916 | (1) - (5) |
| Rental Units | $587 | $80,367 | $683 | $93,462 | (1), (6), (7), (10) |

(1) See Table 1 for Income Assumptions.
(2) Mortgage calculated using annual interest rate of 7 percent
(3) Mortgage calculated on 360-month loan
(4) Mortgage calculated assuming a 20 percent down payment.
(5) Assumes a mortgage-to-income ratio of 0 25
(6) Assumes a rent-to-income ratio of 0.3
(7) Assumes a capitalization rate of 8 5 percent, and management expenses (taxes, insurance and maintenance) of 3% of value
(8) Assumes monthly operating expenses of $350 for Moderate Income category, based on comparable expenses for Bay Area rental units
(9) Assumes monthly operating costs of $300 for Low Income category
(10) Assumes monthly operating costs of $275 for Very Low Income category.

**Note: Due to rounding, some figures shown may differ slightly from actual calculations.**

Source: Economic and Planning Systems, Inc

family can afford to pay between $270,000 (3-person household) and $300,000 (4-person household) for an owner-occupied home A low-income family can afford to pay between $175,000 (3-person household) and $195,000 (4-person household) for an owner-occupied home A very low-income household can afford to pay between $135,000 and $150,000.

For rental units, the maximum monthly payment is calculated using HUD's maximum housing expenses-to-income ratio of 0.3 and deducting estimated monthly operating costs. A capitalization rate of 8 5 percent is used to calculate the home value, based on projected net operating income (3 percent of home value to cover taxes, insurance and maintenance) Maximum affordable rental home values range from $188,000 to $214,000 for moderate-income households, $112,000 to $129,000 for low-income households and from $80,000 to $93,000 for very low-income households

## HOUSING PRODUCTION COSTS

**Table 3** compares the production costs of owner-occupied and rental units with the maximum home values that moderate-, low- and very low-income families are able to pay The affordability gap represents the subsidy that would be required to bridge the difference

The first column in **Table** 3 shows estimated home production prices for four types of housing units. 2- and 3-bedroom owner-occupied units, and 2- and 3-bedroom rental units As shown, the cost to build a 2-bedroom owner-occupied home is roughly $263,000 Production cost includes land cost, building costs, marketing/sales cost and developer profit or fee The $263,000 estimate is lower than actual prices in the competitive market for several reasons. First, this analysis assumes that the City of Newark will hire a not-for-profit development firm to construct its affordable housing projects Given this assumption, marketing/sales costs and profit are lower than would be experienced with private (for-profit) development. Conversations with affordable housing developers active in the California market suggest that marketing/sales cost equal to one percent of new home sale proceeds and a developer fee equal to five percent of new home sale proceeds is realistic Private developers generally require a five percent marketing/sales cost and 20 percent developer fee

Second, it is important to point out that the net production costs shown for very low- and low-income rental units account for other potential funding sources For example, it is assumed that low- and very-low income rental units will qualify for Low Income Housing Tax Credits (LIHTC) sufficient to fund 35 percent of production costs. The federal LIHTC program makes tax credits available for rental projects that set aside units for low- and very low-income households The State of California operates a similar program A limited amount of tax credits valued at 9 percent of qualified project costs are made available each year and sold to project investors. In return for project equity that typically equals between 70 and 80 percent of production costs, the investor receives the tax credits for a period of ten years. Although the "9 percent" tax credits are highly

**Table 3**
**Total Affordable Housing Need: Calculation of Subsidy Required**
**Newark Fee Studies, [redacted] #10222**

| Unit Type | Housing Production Costs (1) | | | Ability to Pay (2) | | | Shortfall Per Unit (3) | | | Distribution of Affordable Units (4) | | | Weighted Shortfall | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Production Costs | Tax Credits (A) | Net Costs | Moderate Income | Low Income (B) | Very Low Income | Moderate Income | Low Income (A) - (B) = (C) | Very Low Income | Moderate Income | Low Income (D) | Very Low Income | Moderate Income | Low Income | Very Low Income |
| Owner-Occupied | | | | | | | | | | | | | | | |
| 3-Persons/2-Bed | $262,826 | $0 | $262,826 | $269,868 | $175,429 | $134,944 | $0 | $87,397 | N/A | 21.3% | 3.8% | N/A | $0 | $3,277 | N/A |
| 4-Persons/ 3-Bed | $306,630 | $0 | $306,630 | $299,832 | $194,891 | $149,916 | $6,798 | $111,739 | N/A | 21.3% | 3.8% | N/A | $1,445 | $4,190 | N/A |
| Rental Units | | | | | | | | | | | | | | | |
| 3-Persons/ 2-Bed | $219,022 | (73,007) | $146,015 | $188,123 | $112,353 | $80,367 | $30,899 | $33,662 | $65,648 | 5.0% | 10.0% | 10.0% | $1,545 | $3,366 | $6,565 |
| 4-Persons/ 3-Bed | $262,826 | (87,609) | $175,217 | $188,123 | $129,375 | $93,462 | $74,703 | $45,842 | $81,755 | 5.0% | 10.0% | 10.0% | $3,735 | $4,584 | $8,176 |
| | | | | | | | | | | | | Weighted Average Shortfall = | $36,882.96 | | |

(1) Home value calculations assume production cost of $219.13/SF. Production cost includes [redacted]able cost of 1 percent of average new home sale proceeds and developer profit of 5 percent of average new home sale proceeds. Private (for-profit) developer [redacted]able cost and profit would be significantly higher. Marketing/sales cost and profit for affordable development were obtained from conversations with affordable housing developers active in the California market. Cost estimates were obtained from MEANS Square Foot Costs publications. Net costs assume that Low Income Housing Tax Credits (LIHTC) provide project equity equal to 35 percent of rental unit production costs. Additionally, developers are assumed to plan and build developments that qualify for LIHTC in all cases. Net costs are used to calculate fee. Owner-occupied units are assumed to be 1200SF for 2-bedroom homes, 1400 SF for 3-bedroom homes. Rental units are assumed to be 1000 SF for 2-bedrooms and 1200 SF for 3-bedroom units.

(2) See Table 2 for calculation of ability to pay.

(3) Very-Low Income Households are assumed to reside in rental units, so the subsidy required for owner-occupied units is not calculated.

(4) The distribution of affordable housing is based on the City of Newark's proposed [redacted]ionary housing policy.

Note: Due to rounding, some figures shown may differ slightly from actual calculations.

Sources: MEANS Square Foot Costs, Economic & Planning Systems, Inc.

competitive, the "4 percent" credits are more widely available, and carry fewer restrictions. This type of tax credit typically attracts investment equal to between 30 and 40 percent of total development costs, according to the California Tax Credit Allocation Committee.

## AFFORDABILITY GAP

The "affordability gap" refers to the difference between the amount that a low-income household is able to pay for housing and the cost of producing that housing. For example, as presented in **Table 3**, a low-income family of three can afford a maximum of approximately $175,000 for a 2-bedroom owner-occupied home. Given the $263,000 cost of producing the housing, the shortfall for the 3-person low-income family is about $88,000.

## HOUSING SUPPLY BY INCOME CATEGORY

The City has asked that EPS evaluate an inclusionary housing program in which 15 percent of new units are affordable[2] Of the 15 percent, it is assumed that affordable housing will be evenly distributed across owner-occupied housing and rental housing based on zoning of residential land identified in the City of Newark Housing Element. Of the affordable owner-occupied housing, 15 percent must be affordable to households with low incomes. Furthermore, it is assumed that the remaining 85 percent of affordable owner-occupied housing will be made affordable for households with moderate incomes as developers will likely prefer to construct moderate-income units over very-low income units. Of the affordable rental units, 40 percent must be affordable to households with very-low income, 40 percent must be affordable to households with low income, and 20 percent must be affordable to households with moderate income

## SUBSIDY REQUIRED TO ADDRESS AFFORDABLE HOUSING NEED

Given the distribution of affordable housing supply by income category established by the City's proposed inclusionary housing program, the weighted average shortfall per affordable unit is calculated to be $36,883 (**Table 3**) Multiplying the number of projected affordable units by the estimated shortfall per unit will calculate the total subsidy needed. This can then be divided by the projected number of market rate units to determine the fee per market rate unit. This is the same as multiplying the $36,883 shortfall by 17 6 percent (or 15/85) to account for the 15 percent affordable housing requirement Thus produces an in-lieu fee of $6,509 per market-rate unit. This fee is discussed in the context of forecasted development later in this chapter.

[2] The City's proposed inclusionary housing program applies to single family and multifamily developments with five or more units.

# NONRESIDENTIAL DEVELOPMENT HOUSING IMPACT FEE

As new nonresidential development occurs in the City of Newark, thousands of new jobs will be created in the City. Because some of these jobs will be low-paying positions, the influx of new employees will create an increase in demand for affordable housing units. The purpose of the nonresidential development housing impact fee is to charge new development its fair share of costs to provide affordable housing as needed to new residents and employees.

## FUTURE EMPLOYMENT GROWTH BY INDUSTRY

The first step in calculating the non-residential impact fee is to estimate the number of new jobs that are likely to be created by new development before the City is completely built out Based on City Planning Department estimates of development capacity in the City, EPS projects that 807 new commercial and 6,570 new industrial jobs will be created (see **Table 4**).[3]

## PROJECTED INCOME BY INDUSTRY AND OCCUPATION

As shown in **Table 4**, the average salary in Alameda County is $27,954 for commercial workers and $49,984 for industrial workers[4] Within both of these industries is a variety of occupations ranging from executives and managers to clerical staff and machine operators **Table 4** shows the distribution of occupations for these industries in Alameda County, and allocates the forecasted new jobs to each occupation

To account for the income differential between these occupations, a salary factor was calculated using data obtained from the U.S Bureau of Labor Statistics For example, a clerical worker typically makes 72 percent of the average commercial or industrial income. Using the salary factor, estimated incomes are calculated for each industry by occupation. As shown in **Table 4**, an administrative/clerical worker has an estimated income of $20,161 in the commercial sector and $36,049 in the industrial sector.

## HOUSEHOLD DEMAND GENERATED BY EMPLOYMENT GROWTH

In **Table 5**, the 807 new commercial jobs are translated into the number of housing units that will be demanded in the City of Newark. The first column in **Table 5** shows the occupational distribution that was presented in **Table 4** To adjust for youth workers,

[3] These estimates are based upon the availability of developable land that is zoned for commercial and industrial uses, respectively These estimates do not correspond to ABAG projections

[4] Average salaries for these industries were obtained from the 1997 Economic Census, and updated according to the consumer price index published by the Bureau of Labor Statistics

Table 4
**Non-Residential Development Housing Impact Fee: Detailed Employment Information**
**Newark Fee Studies; [redacted] #10222**

| Item | Salary Factor (1) | COMMERCIAL Occupational Distribution (2) | COMMERCIAL Jobs by Occupation (3) | COMMERCIAL Salary (4) | INDUSTRIAL Occupational Distribution (2) | INDUSTRIAL Jobs by Occupation (3) | INDUSTRIAL Salary (4) |
|---|---|---|---|---|---|---|---|
| All Occupations (5) | | | 807 0 | $27,954 | | 6,569 8 | $49,984 |
| Distribution of Jobs by Occupation | | | | | | | |
| **White Collar Employment** | | | | | | | |
| Executive/Managerial | 1 66 | 13 5% | 109 1 | $46,316 | 15 8% | 1,035 5 | $82,815 |
| Professional/Specialty | 1.50 | 20 9% | 168 8 | $41,995 | 23 0% | 1,510 2 | $75,089 |
| Technicians and Related Support | 0 71 | 4 5% | 36 7 | $19,737 | 4 8% | 314 6 | $35,290 |
| Sales | 0 69 | 15 9% | 128 0 | $19,312 | 5 2% | 342.3 | $34,531 |
| Administrative/Clerical | 0 72 | 12 0% | 96 9 | $20,161 | 17 2% | 1,129 0 | $36,049 |
| **Service Occupations** | 0 62 | 18 9% | 152 2 | $17,247 | 9 6% | 630 1 | $30,838 |
| **Blue Collar Employment** | | | | | | | |
| Precision Production/Craft/Repair | 0 99 | 4 8% | 38 9 | $27,625 | 8 1% | 530 7 | $49,395 |
| Machine Operators/Assemblers | 0 59 | 2 5% | 20 1 | $16,499 | 8 7% | 572 6 | $29,501 |
| Transportation/Material Moving | 0.75 | 3 0% | 24 4 | $20,833 | 4 9% | 324 8 | $37,250 |
| Handlers/Helpers | 0 54 | 4 0% | 31 9 | $15,105 | 2 7% | 180 1 | $27,008 |
| **Total Jobs** | | **100%** | **806 9** | | **100%** | **6,569.9** | |

(1) Occupations are assigned a salary factor to reflect varying wages for different occupations within the same industry These factors were calculated using Census data for the San Francisco Metropolitan Area, and were obtained from the Bureau of Labor Statistics

(2) New jobs are distributed by occupation using Census data for Alameda County Similar information for employment in Alameda County is not available

(3) The number of new jobs are allocated to different occupations using the "Occupational Distribution" percentages

(4) Salaries are estimated for each occupation by multiplying the "Salary Factor" by the "Average Salary"

(5) Number of jobs estimated in Newark Development Impact Fee Study, Final Report Average salary obtained from 1997 Economic Census Summary Statistics for Alameda County State numbers substituted as necessary Adjusted for 2003 CPI

**Note: Due to rounding, some figures shown may differ slightly from actual calculations**

Source U S Census, U S Bureau of Labor Statistics, Association of Bay Area Governments, Economic & Planning Systems, Inc

Table 5
Non-Residential Development Housing Impact Fee: Households Requiring Assistance for Commercial Sector
Newark Fee Studies; #10222

| Item | Commercial Sector Jobs and Households | | | | Two-Earner Households | | One-Earner Households | |
|---|---|---|---|---|---|---|---|---|
| | New Jobs (1) | Percent Adult (2) | Adult Jobs | Households Created (3) | Number (4) | Income (5) | Number (4) | Income (5) |
| **Assumptions** | | | | | | | | |
| Number of Employees per Household | | | | 1 70 | | | | |
| Percent of Households to Live in Newark | | | | 16% | | | | |
| Percent of 2-Earner Households | | | | | 72% | | 28% | |
| **Occupational Distribution (1)** | | | | | | | | |
| **White Collar Employment** | | | | | | | | |
| Executive/Managerial | 109 1 | 96% | 104 7 | 10 1 | 7 3 | $92,632 | 2 8 | $46,316 |
| Professional/Specialty | 168 8 | 96% | 162 0 | 15 7 | 11 2 | $83,990 | 4 4 | $41,995 |
| Technicians and Related Support | 38 7 | 96% | 35 2 | 3 4 | 2 4 | $39,473 | 1 0 | $19,737 |
| Sales | 128 0 | 63% | 80 6 | 7 8 | 5 6 | $38,624 | 2 2 | $19,312 |
| Administrative/Clerical | 96 9 | 63% | 61 1 | 5 9 | 4 2 | $40,322 | 1 7 | $20,161 |
| Service Occupations | 152 2 | 96% | 146 1 | 14 1 | 10 1 | $34,493 | 4 0 | $17,247 |
| **Blue Collar Employment** | | | | | | | | |
| Precision Production/Craft/Repair | 38 9 | 96% | 37 4 | 3 6 | 2 6 | $55,250 | 1 0 | $27,625 |
| Machine Operation/Assemblers | 20 1 | 96% | 19 3 | 1 9 | 1 3 | $32,998 | 0 5 | $16,499 |
| Transportation/Material Moving | 24 4 | 96% | 23 4 | 2 3 | 1 6 | $41,665 | 0 6 | $20,833 |
| Handlers/Helpers | 31 9 | 96% | 30 6 | 3 0 | 2 1 | $30,210 | 0 8 | $15,105 |
| TOTAL | 808 9 | | 700 4 | 67 7 | 48 6 | | 19 1 | |

(1) See Table 4 for detailed calculation
(2) Data obtained from the Bureau of Labor Statistics, Report on Youth Employment and 1997 Economic Census for State of California
(3) The number of new jobs is divided by a factor of 1 70 to adjust for the number of employees per household, as estimated by the Association of Bay Area Governments The resulting number of new households is multiplied by 16% to adjust for the number of households locating in Newark (Census)
(4) The number of new Newark households are allocated to single-earner families (28%) and double-earner families (72%)
(5) The estimated income by occupation (see Table 4) is multiplied by 2 for dual-income households
Note: Due to rounding, some figures shown may differ slightly from actual calculations
Source U S Census, U S Bureau of Labor Statistics; Association of Bay Area Governments, Economic & Planning Systems, Inc

Table 5b
Non-Residential Development Housing Impact Fee Households Requiring Assistance for Commercial Sector
Assistance for Commercial Sector
Revert Fee Studies, EPS #10222

| Item | TOTAL NEW UNITS (1) | | | MODERATE INCOME | | | | LOW INCOME | | | | VERY LOW INCOME | | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Owner-Occupied | | Rental Units | | Owner-Occupied | | Rental Units | | Rental Units | | |
| | Moderate Income | Low Income | Very Low Income | 2-Bed Units | 3-Bed Units | 2-Bed Units | 3-Bed Units | 2-Bed Units | 3-Bed Units | 2-Bed Units | 3-Bed Units | 2-Bed Units | 3-Bed Units | Units/ Subsidy Required |
| Distribution of Housing Type (2) | | | | 40 5% | 40 5% | 9 5% | 9 5% | 13 6% | 13 6% | 36 4% | 36 4% | 50% | 50% | |
| Occupational Distribution (3) | | | | | | | | | | | | | | |
| White Collar Employment | | | | | | | | | | | | | | |
| [illegible] | 28 | 00 | 00 | 12 | 12 | 03 | 03 | 00 | 00 | 00 | 00 | 00 | 00 | 28 |
| [illegible] | 00 | 44 | 00 | 00 | 00 | 00 | 00 | 08 | 08 | 18 | 18 | 0 | 00 | 44 |
| Technicians and Related Support | 00 | 24 | 10 | 00 | 00 | 00 | 00 | 03 | 03 | 09 | 09 | 0 | 05 | 34 |
| Sales | 00 | 58 | 22 | 00 | 00 | 00 | 00 | 08 | 08 | 20 | 20 | 11 | 11 | 78 |
| [illegible] | 00 | 42 | 17 | 00 | 00 | 00 | 00 | 08 | 08 | 15 | 15 | 08 | 08 | 59 |
| Service Occupations | 00 | 00 | 141 | 00 | 00 | 00 | 00 | 08 | 00 | 00 | 00 | 71 | 71 | 141 |
| Private household occupations (403-412) | | | | | | | | | | | | | | |
| Protective service occupations (413-432) | | | | | | | | | | | | | | |
| Service occupations, except protective and household (433-472) | | | | | | | | | | | | | | |
| Farming, forestry, and fishing occupations (473-502) | | | | | | | | | | | | | | |
| Blue Collar Employment | | | | | | | | | | | | | | |
| Precision Production/Craft/Repair | 26 | 00 | 10 | 10 | 10 | 02 | 02 | 00 | 00 | 00 | 00 | 05 | 05 | 36 |
| Machine Operators/Assemblers | 00 | 00 | 19 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 09 | 09 | 18 |
| Transportation/Material Moving | 00 | 16 | 06 | 00 | 00 | 00 | 00 | 02 | 02 | 06 | 06 | 03 | 03 | 23 |
| Handlers/Helpers | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 15 | 15 | 30 |
| | 54 | 183 | 254 | 22 | 22 | 05 | 05 | 25 | 25 | 67 | 67 | 127 | 127 | 492 |
| Calculation of Subsidy Required | | | | | | | | | | | | | | |
| Subsidy Required per Unit | | | | $0 | $6,798 | $30,699 | $74,703 | $87,397 | $111,739 | $53,862 | $45,842 | $65,648 | $81,755 | |
| Gross Subsidy Required | | | | $0 | $14,978 | $16,018 | $36,727 | $218,252 | $278,014 | $224,143 | $305,251 | $253,879 | $1,008,485 | $2,988,727 |

(1) According to the salary estimated for each occupation in Table 4 households are placed into income categories as defined by HUD's income limits for 2003
(2) The distribution of unit type within each income category is consistent with the City's proposed inclusionary housing policy
(3) Occupational distribution described in Table 4
Note: Due to rounding, some figures shown may differ slightly from actual calculations
Source: U S Census; U S Bureau of Labor Statistics; Association of Bay Area Governments; Economic & Planning Systems, Inc

who will not require housing units and are particularly common in the commercial sector, youth employment data from the Bureau of Labor Statistics is used to estimate the number of new jobs that will be held by adults

According to ABAG Projections (2000), there is an average of 1.7 workers per household in the area immediately surrounding Newark [5] So, the estimated 700 adult jobs expected in the commercial sector were divided by the 1 7 employee-per-household factor to arrive at an estimate of 412 new households expected to be formed by new employees. Of this total, only 16 percent are likely to be demanded within the City, based upon journey-to-work data for the City of Newark obtained from the 2000 Census The result of these calculations is an estimated 68 households that will require housing in the City of Newark. The remaining 344 households are expected to locate in other jurisdictions.

## AFFORDABLE HOUSING DEMAND GENERATED BY NEW EMPLOYMENT

As indicated earlier, ABAG estimates that the average household has 1.7 employees. The next set of calculations in **Table 5** is designed to allocate the number of new households demanded to one- and two-earner households. It is assumed that 72 percent of new households will be composed of two wage earners, and the estimated salary for each occupation is multiplied by two to yield an estimated household income The remaining 28 percent of households are assumed to be comprised of one earner, and the total household income is estimated to equal the salary for each occupation, as shown in **Table 5** [6]

On the second page of Table 5, these households are categorized by income category according to the income limits described in the first section of this Chapter. As shown, it is estimated that approximately 5 moderate-income households, 18 low-income households and 25 very low-income households will be created within the City of Newark. In the next three sets of columns, the number of new affordable housing units was distributed by unit type and size.[7] At the bottom of each column is the total subsidy required for that type of unit, using the same per unit subsidy that was calculated in **Table 3** The final column of **Table 5** shows the total number of affordable units required for the commercial sector, as well as the total subsidy required

As shown, new commercial development generates the need for $2.97 million in affordable housing subsidies for the 49 affordable housing units required. A similar analysis is conducted for the industrial sector in **Table 6**. Industrial development is responsible for an estimated $9 21 million in affordable housing subsidies for 350 units. Thus, the total nonresidential subsidy requirement is approximately $12 18 million

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[5] Area includes the cities of Newark, Union City, Fremont, Hayward, San Leandro, Dublin and Pleasanton

[6] The number of households are allocated to single -earner families (28%) and double -earner families (72%) based on Census 2000 data from Newark

[7] Affordable housing unit distribution is consistent with the requirements of the proposed inclusionary housing policy

**Table 6**
**Non-Residential Development Housing Impact Fee: Households Requiring Assistance for Industrial Sector**
**Newark Fee Studies, [redacted] #10222**

| Item | Industrial Sector Jobs and Households | | | | Two-Earner Households | | One-Earner Households | |
|---|---|---|---|---|---|---|---|---|
| | New Jobs (1) | Percent Adult (2) | Adult Jobs | Households Created (3) | Number (4) | Income (5) | Number (4) | Income (5) |
| **Assumptions** | | | | | | | | |
| Number of Employees per Household | | | | 1 70 | | | | |
| Percent of Households to Live in Newark | | | | 16% | | | | |
| Percent of 2-Earner Households | | | | | 72% | | 28% | |
| **Occupational Distribution (1)** | | | | | | | | |
| **White Collar Employment** | | | | | | | | |
| Executive/Managerial | 1,035 5 | 100% | 1,035 5 | 100 1 | 71 9 | $165,630 | 28 2 | $82,815 |
| Professional/Specialty | 1,510 2 | 100% | 1,510 2 | 145 9 | 104 8 | $150,178 | 41 1 | $75,089 |
| Technicians and Related Support | 314 6 | 100% | 314 6 | 30 4 | 21 8 | $70,580 | 8 6 | $35,290 |
| Sales | 342 3 | 100% | 342 3 | 33 1 | 23 8 | $69,062 | 9 3 | $34,531 |
| Administrative/Clerical | 1,129 0 | 100% | 1,129 0 | 109 1 | 78 4 | $72,098 | 30 7 | $36,049 |
| Service Occupations | 630 1 | 96% | 604 9 | 58 4 | 42 0 | $81,675 | 16 5 | $30,838 |
| **Blue Collar Employment** | | | | | | | | |
| Precision Production/Craft/Repair | 530 7 | 100% | 530 7 | 51 3 | 36 8 | $98,789 | 14 4 | $49,395 |
| Machine Operators/Assemblers | 572 6 | 100% | 572 6 | 55 3 | 39 7 | $59,002 | 15 6 | $29,501 |
| Transportation/Material Moving | 324 8 | 100% | 324 8 | 31 4 | 22 5 | $74,500 | 8 8 | $37,250 |
| Handlers/Helpers | 180 1 | 100% | 180 1 | 17 4 | 12 5 | $54,017 | 4 9 | $27,008 |
| TOTAL | 6,569 9 | | 6,544 7 | 632 3 | 454 3 | | 178 1 | |

(1) See Table 4 for detailed calculation
(2) Data obtained from the Bureau of Labor Statistics, Report on Youth Employment and 1997 Economic Census for State of California
(3) The number of new jobs is divided by a factor of 1 70 to adjust for the number of employees per household, as estimated by the Association of Bay Are Governments The resulting number of new households is multiplied by 16% to adjust for the number of households locating in Newark (Census)
(4) The number of new Newark households are allocated to single-earner families (28%) and double-earner families (72%)
(5) The estimated income by occupation (see Table 4) is multiplied by 2 for dual-income households
Note: Due to rounding, some figures shown may differ slightly from actual calculations
Source U S Census, U S Bureau of Labor Statistics, Association of Bay Area Governments, Economic & Planning Systems, Inc

Table 6b
Non-Residential Development Housing Impact Fee Households Requiring Assistance for Industrial Sector
Newark Fee Studies, [redacted] #10222

| Item | TOTAL NEW UNITS (1) | | | MODERATE INCOME | | | | LOW INCOME | | | | VERY LOW INCOME (2) | | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Owner-Occupied | | Rental Units | | Owner-Occupied | | Rental Units | | Rental Units | | |
| | Moderate Income | Low Income | Very Low Income | 2-Bed Units | 3-Bed Units | 2-Bed Units | 3-Bed Units | 2-Bed Units | 3-Bed Units | 2-Bed Units | 3-Bed Units | 2-Bed Units | 3-Bed Units | Units/ Subsidy Required |
| Distribution of Housing Type (2) | | | | 40 5% | 40 5% | 9 5% | 9 5% | 13 6% | 13 6% | 38 4% | 38 4% | 50% | 50% | |
| Occupational Distribution (3) | | | | | | | | | | | | | | |
| White Collar Employment | | | | | | | | | | | | | | |
| Executive/Managerial | 0 0 | 0 0 | 0 0 | 0 0 | 0 0 | 0 0 | 0 0 | 0 0 | 0 0 | 0 0 | 0 0 | 0 0 | 0 0 | 0 0 |
| Professional/Specialty | 0 0 | 0 0 | 0 0 | 0 0 | 0 0 | 0 0 | 0 0 | 0 0 | 0 0 | 0 0 | 0 0 | 0 0 | 0 | 0 0 |
| Technicians and Related Support | 21 8 | 8 6 | 0 0 | 8 8 | 8 6 | 2 1 | 2 1 | 1 2 | 1 2 | 5 1 | 3 1 | 0 0 | 0 | 30 4 |
| Sales | 23 8 | 9 3 | 0 0 | 9 6 | 9 8 | 2 3 | 2 3 | 1 3 | 1 3 | 3 4 | 3 4 | 0 0 | 0 0 | 33 1 |
| Administrative/Clerical | 78 4 | 30 7 | 0 0 | 31 7 | 31 7 | 7 5 | 7 5 | 4 2 | 4 2 | 11 2 | 11 2 | 0 0 | 0 0 | 109 1 |
| Service Occupations | 42 0 | 0 0 | 16 5 | 17 0 | 17 0 | 4 0 | 4 0 | 0 0 | 0 0 | 0 0 | 0 0 | 8 2 | 8 2 | 58 4 |
| Blue Collar Employment | | | | | | | | | | | | | | |
| Precision Production/Craft/Repair | 14 4 | 0 0 | 0 0 | 5 6 | 5 6 | 1 4 | 1 4 | 0 0 | 0 0 | 0 0 | 0 0 | 0 0 | 0 0 | 14 4 |
| Machine Operators/Assemblers | 39 7 | 0 0 | 15 6 | 16 1 | 16 1 | 3 8 | 3 8 | 0 0 | 0 0 | 0 0 | 0 0 | 7 8 | 7 8 | 55 3 |
| Transportation/Material Moving | 22 5 | 8 8 | 0 0 | 9 1 | 9 1 | 2 1 | 2 1 | 1 2 | 1 2 | 3 2 | 3 2 | 0 0 | 0 0 | 31 4 |
| Handlers/Helpers | 12 5 | 0 0 | 4 9 | 5 1 | 5 1 | 1 2 | 1 2 | 0 0 | 0 0 | 0 0 | 0 0 | 2 4 | 2 4 | 17 4 |
| | 255 2 | 57 4 | 36 9 | 103 3 | 103 3 | 24 3 | 24 3 | 7 8 | 7 8 | 20 9 | 20 9 | 18 5 | 18 5 | 349 5 |
| Calculation of Subsidy Required | | | | | | | | | | | | | | |
| Subsidy Required per Unit | | | | $0 | $6,798 | $30,859 | $74,703 | $87,397 | $111 739 | $33 862 | $45,842 | $85,648 | $81,755 | |
| Gross Subsidy Required | | | | $0 | $702,095 | $750,879 | $1,815,364 | $684 422 | $875 049 | $702 962 | $957,333 | $1 212,389 | $1,509 868 | $9,210,362 |

(1) According to the salary estimated for each occupation in Table 4, households are placed into income categories, as defined by HUD's income limits for 2003
(2) The distribution of unit type within each income category is consistent with the City's proposed inclusionary housing policy
(3) Occupational distribution described in Table 4
Note Due to rounding, some figures shown may differ slightly from actual calculations
Source U S Census, U S Bureau of Labor Statistics, Association of Bay Area Governments, Economic & Planning Systems, Inc

To calculate the nonresidential housing impact fee, the total subsidy needs must be divided among the number of developable commercial and industrial square feet to arrive at the per square foot fee for each type of development. The $2.97 million in subsidy requirements attributed to commercial growth was divided by nearly 323,000 square feet of anticipated development to arrive at a fee of $9.20. Likewise, the industrial subsidy requirement of $9.21 million was divided by 5.4 million developable square feet to arrive at a per square foot fee of $1.71. These calculations are shown in **Table 7.**

## AFFORDABLE HOUSING AND ASSOCIATED FEE REVENUE

The proposed inclusionary housing program is projected to produce a total of 337 housing units that are affordable to households with moderate incomes or less. This figure is based on the inclusionary housing program requirement that 15 percent of new units be affordable, and City of Newark Housing Element projected construction of 2,249 units subject to the inclusionary housing program through buildout.[8] While the City's proposed inclusionary housing program is aimed at producing units, an in-lieu fee is allowed as an alternative under certain circumstances. This fee, calculated at $6,509 per market rate unit, is sufficient to cover the affordability gap between the amount very low, low and moderate income households can pay and the cost to construct the unit. If all new market rate residential development (1,912 units) were to pay the in-lieu fee, revenue would come to $12.4 million. This is the subsidy needed to provide 337 affordable units.

New nonresidential development in Newark is expected to generate demand for 399 affordable housing units. The subsidy needed for 399 units is $12.2 million. If all projected new nonresidential development were to pay the maximum possible fee, which is described in Table 11, the revenue generated would match the needed subsidy of $12.2 million.

In sum, the City of Newark inclusionary housing program and non-residential development housing impact fee are anticipated to provide a maximum of 736 affordable units. **Table 8** details this forecast of affordable housing supply. The estimated maximum total subsidy that could be provided by the in-lieu fee and the impact fee combined would be approximately $24.6 million.

EPS recommends that the fee program include an additional amount equal to 3 percent of the total affordable housing fee revenue to cover City administrative costs. Specifically, this "administrative fee" would be included to cover City program costs.

[8] The City expects 2,249 housing units within developments of five or more units, with 54 additional units in smaller developments.

**Table 7**
**Calculation of Non-Residential Development Housing Impact Fees**
**Newark Fee Studies; [redacted] #10222**

**SUBSIDY TO BE FUNDED BY NON-RESIDENTIAL LINKAGE FEES**

| Subsidy | Total Subsidy | Forecast of Square Feet | Subsidy/Sq.Ft. | Notes |
|---|---|---|---|---|
| Non-Residential Subsidy Requirements Attributed to Commercial Growth | $2,968,727 | 322,780 Sq Ft | $9 20 | (1), (2) |
| Non-Residential Subsidy Requirements Attributed to Industrial Growth | $9,210,362 | 5,400,400 Sq Ft | $1 71 | (3), (4) |

(1) See Table 3 for calculation of subsidy requirements
(2) Commercial fee is equal to the commercial growth subsidy requirements divided by the forecasted number of new commercial square feet
(3) See Table 3 for calculation of subsidy requirements
(4) Industrial fee is equal to the industrial growth subsidy requirements divided by the forecasted number of new industrial square feet
Note: Due to rounding, some figures shown may differ slightly from actual calculations
Sources: City of Newark, ABAG, Economic & Planning Systems, Inc

Table 8
Comparison of Projected Affordable Housing Demand and Supply
Newark Fee Studies, [illegible] 810222

| Unit Type | Projected Affordable Housing Demand | | Projected Affordable Housing Supply | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | Allocation of Housing by Income (1) | Distribution of All New Units by Income (2) | In-Lieu Fee Distribution of Affordable Housing Units (3) | | | | Impact Fee Distribution of Affordable Housing Units (3) | | | | In-Lieu and Impact Fee Combined Distribution of Affordable Housing Units |
| | | | Ownership Units | | Rental Units | | Ownership Units | | Rental Units | | All Units |
| | | | 3-Person 2-Beds | 4-Person 3-Beds | 3-Person 2-Beds | 4-Person 3-Beds | 3-Person 2-Beds | 4-Person 3-Beds | 3-Person 2-Beds | 4-Person 3-Beds | |
| [illegible] | 28% | 845 | 71 7 | 71 7 | 16 9 | 16 9 | 105 5 | 105 5 | 24 8 | 24 8 | 437 7 |
| Low Income | 9% | 207 | 12 7 | 12 7 | 33 7 | 33 7 | 10 3 | 10 3 | 27 5 | 27 5 | 188 5 |
| Very Low Income | 16% | 369 | 0 0 | 0 0 | 33 7 | 33 7 | 0 0 | 0 0 | 31 2 | 31 2 | 129 8 |
| Total Affordable Units | 53% | 1,221 | 84 3 | 84 3 | 84 3 | 84 3 | 115 8 | 115 8 | 83 5 | 83 5 | 736 0 |

(1) ABAG's Regional Housing Needs Determination
(2) City of Newark Housing Element and ABAG's Regional Housing Needs Determination. Note that the total number of units is 2,303, of which 2,349 is the number anticipated to be subject to the inclusionary housing policy. This excludes housing developments with fewer than five units
(3) Distribution is based on the City of Newark Proposed Inclusionary Housing Policy

Note: Due to rounding, some figures shown may differ slightly from actual calculations
Sources: ABAG, HUD; Spangle & Associates, Economic & Planning Systems, Inc

such as additional staff time, consultant fees, and land carrying costs (e.g. the cost of buying land with City funds and holding it until an affordable housing developer is located).

The additional administrative fee brings the in-lieu fee to $6,704 per market rate unit and the impact fee to $9 47 and $1.76 per square foot for commercial and industrial development, respectively Including the additional three percent administrative fee, the estimated maximum total subsidy provided by both the in-lieu fee and the impact fee combined is approximately $25 4 million

## AFFORDABLE HOUSING DEMAND

According to ABAG's Regional Housing Needs Determination (RHND), there is a need in the City for 28 percent of new housing units to be affordable to moderate income households. Similarly, low income households will need 9 percent of new units and very low income households will require 16 percent Given the total number of units that the city can accommodate (2,303) as calculated in the Housing Element and updated by the Planning Department, the RHND distribution suggests demand for 645 moderate income units, 207 low income units, and 369 very low income units

The proposed inclusionary housing program is projected to produce a total of 337 housing units that are affordable to households with moderate incomes or less. If the non-residential development housing impact fee were funded at the maximum level possible, that fee would generate sufficient funds to subsidize an additional 399 units The total of 736 affordable units is less than the 1,221 units of affordable housing needed, according to the Newark Housing Element projections and the RHND distribution.

**Table 8** compares the number of housing units that will be needed in the city and the number of housing units that could be provided by the inclusionary housing program and the non-residential development housing impact fee by income level For each income category, the RHND forecasts a higher number of affordable units needed than the inclusionary housing program and maximum impact fee could subsidize. There are no income categories for which the proposed inclusionary housing program and impact fee would oversupply affordable units.

# III. REGIONAL FEE COMPARISON

The purpose of this Chapter is to guide the City's policy decision making by comparing the proposed fees with the total fee burden charged by several jurisdictions in the East Bay that are adjacent to or within close proximity of the City of Newark[9] EPS reviewed the development fees of seven cities, including Fremont, Union City, Milpitas, Hayward, Pleasanton, Livermore, and Dublin The fee comparisons are summarized in **Table 9.**

The comparisons indicate that if the fee levels for the two fees described in this Report are adopted at the maximum levels, then the total residential fee in Newark will be less than the average fees of comparable jurisdictions. Likewise, the retail fee will be roughly 2 percent lower than the average fee in nearby cities On the other hand, the proposed commercial fee would be roughly 61 percent higher than the average fee found in comparable municipalities, and the industrial fee would be approximately 17 percent higher than average fees found in nearby cities (please note that the City may adopt a lower fee).

## METHODOLOGY

As shown in **Tables 10** through **14**, the fee comparisons evaluate five land uses including single-family, multifamily, retail, commercial/office, and general industrial. The residential comparison analyzes the average fees per unit for the following two prototypes: a 2,200-square-foot home with a 450-square foot garage, at 6 6 units per acre, and a 1,000-square-foot unit in a 100-unit complex on 3 8 acres The prototypes for the nonresidential comparison include a 20,000-square-foot convenience retail project on 1 84 acres, a 50,000-square-foot commercial/office project on 2.67 acres, and a 50,000-square-foot industrial project on 2.3 acres.

The data used in the fee comparisons are based on interviews and other information obtained from each City since August 2003 It is often difficult to compare fees for generic projects because much development occurs in areas that have special project fees and/or assessments The prototype projects and fees included in this analysis are assumed to occur in areas where the majority of development capacity is located in each jurisdiction. In some cases this means that an assessment is applicable

Newark retail fees, including the maximum non-residential development housing impact fee, would total $17.49 per square foot, which is about 2 percent lower than the East Bay cities studied The commercial/office fee, including the maximum impact fee, would be approximately 61 percent higher than average The industrial fee, including the maximum impact fee, would total $5 72 per square foot, which is roughly 17 percent higher than the average fee charged in similar East Bay cities

[9] City fees in this analysis include only development impact fees, the comparisons do not include building permit/plan check fees because these are not used to fund facilities, but rather to pay for staff time.

Table 9
**Regional Comparison of Total Development Fees**
**City of Newark Fee Studies; [redacted] # 10222**

| Land Use Type | Existing Newark | Proposed Newark | Fremont | Union City | Milpitas | Hayward | Pleasanton | Livermore | Dublin | Average of Comparison Cities |
|---|---|---|---|---|---|---|---|---|---|---|
| **Single Family Unit** | $23,552 | **$33,254** | $45,416 | $53,619 | $15,398 | $20,490 | $54,651 | $66,180 | $67,968 | **$46,246** |
| **Multi-Family Unit** | $17,011 | **$25,993** | $32,509 | $42,397 | $12,779 | $14,153 | $36,063 | $60,175 | $47,145 | **$35,031** |
| **Retail** | $8.02 | **$17.49** | $12 58 | $4 02 | $9 94 | $6 36 | $28.99 | $20 91 | $41 93 | **$17.82** |
| **Commercial/Office** | $8 02 | **$17.49** | $9 66 | $2 80 | $3 42 | $4 58 | $16 93 | $20 51 | $18 22 | **$10.88** |
| **General Industrial** | $3.96 | **$5.72** | $4.62 | $2 74 | $2.29 | $3 02 | $15 30 | $4 37 | $1.89 | **$4.89** |

Sources: Respective Planning Departments, Economic & Planning Systems, Inc

**Caution: These figures are estimates meant for planning and comparison purposes only. Actual fees for a given parcel could be different. [redacted] makes no representation that all items for all areas are current as of today. Some fees may have been updated since estimates shown in this table were made.**

Table 10
Single Family
Development Fees Per Unit
Based on a 2,200 sq.ft unit, 450 sq.ft garage and an average of 6 6 units per acre.

| | Newark (1) | Fremont | Union City | Milpitas (3) | Hayward | Pleasanton (2) | Livermore | Dublin |
|---|---|---|---|---|---|---|---|---|
| **Development Impact Fees Per Unit** | | | | | | | | |
| Drainage Fees | | | | | $153 (4) | $1,126 | $1,795 (5) | $1,149 (6) |
| Sewer Connection Fee | $2,618 | $2,846 (9) | $2,846 (9) | $1,121 | $3,391 | $10,400 | $9,850 | $9,900 |
| Water Connection Fee | $8,380 | $10,360 (10) | $10,380 (10) | $506 | $5,022 (11) | $11,820 (12) | $13,322 (8) | $15,765 (7) |
| Transportation | $876 | $2,254 | $93 (13) | $900 | | $5,007 (15) | $5,969 (15) | $5,843 |
| Park Facilities Fee | | $7,219 | | | | | | |
| Park Dedication-in-Lieu Fee | $2,998 | $13,529 | $19,000 (14) | $8,625 | $3,000 | $4,911 | $9,413 | $14,040 (18) |
| Fire-Police Impact Fee/Public Safety Fee | $1,515 | $278 | | | | | | $821 |
| Affordable Housing/Low income housing | $8,704 | | | | | $3,203 | $13,585 (16) | $3,968 (17) |
| Public Facilities/Capital Facilities Fee | $1,508 | $2,578 | $8,908 | | | $3,312 | | $3,865 (18) |
| Other General Fees/One-Time Taxes | $270 | $1,644 (21) | $3,084 (22) | | $1,950 (20) | | | $4 7 (19) |
| School District Fees (23), (24) | $8,404 | $4,708 | $9,328 | $4,246 | $6,874 | $14,872 | $12,248 | $12,693 |
| **Total Development Impact Fees Per Unit** | $33,254 | $45,416 | $53,619 | $15,398 | $20,490 | $54,651 | $66,180 | $67,968 |

Water Meter Assumptions One 5/8" meter

(1) Includes estimates of the new affordable housing fee as well as existing fees
(2) Assumes development is not in Ruby Hill area
(3) Milpitas fees are based by location and project type Fees in this analysis are estimates based on previous calculations by City staff
(4) A flat fee for drainage includes system and appurtenance for 100 linear feet, tie-in to existing and standard structures - manholes, vaults, etc Additional costs apply to each additional 100 LF and non-standard structure
(5) Includes City fee and County (Zone 7) fee, the County fee charge per square foot of impervious surface
(6) Based on $0 522 per square foot of impervious surface
(7) Includes DSRSD water connection fees, assembly fee and Zone 7 fee for General Service Area, includes 5/8" water meter
(8) Includes 5/8" water meter
(9) Provided by Union Sanitary District, this updated fee is to be effective as of September, 2003 Based on the minimum amount charged Amount varies by project
(10) Service provided by Alameda County Water District, and includes 5/8" meter and service line installation as well as facilities connection charge
(11) Services provided by City of Hayward
(12) Includes Zone 7 District fee, which applies to all new development in the City
(13) Based on $617 per acre
(14) City of Union City calculates park dedication in-lieu fees on a case by case basis
(15) Includes the Traffic Impact Fee and the Tri-Valley Transportation Development Fee
(16) Maximum amount that can be charged
(17) Based on the fee of $79,754 per unit for each residential unit required but not built (i e , 5% of the total number of units) in a project of 20 units or more
(18) Assumes fees for Eastern Dublin, which is slightly higher than that of Western Dublin
(19) Noise Mitigation Fee for Eastern Dublin projects only
(20) Includes Supplemental Building Construction and Improvement Tax and Building Construction and Improvement Tax
(21) The City of Fremont charges a Construction Business Tax
(22) Union City charges infrastructure improvement fee for residential development in Dekoto Industrial Park Study Area (DIPSA), representing about 1/10 of the City The fee includes DIPSA fee of $2783 plus $300 of Mission Blvd paving fee
(23) Provided by Unified School District
(24) Fees per square foot are $2 05 for Fremont and Alameda, $3 85 for Union City, $1 93 for Oakland and Milpitas, $1 84 for Hayward, and $6 50 for Pleasanton

Source Respective Planning Departments, Economic & Planning Systems, Inc

Caution: These figures are estimates meant for planning and comparison purposes only Actual fees for a given parcel could be different [redacted] makes no representation that all items for all areas are current as of today Some fees may have been updated since estimates shown in this table were made

**Table 11**
**Multi-Family**
**Development Fees Per Unit**
**Based on a 1,000 sq ft. unit, 100 unit complex on 3 8 acres, with an average of 26 1 units per acre.**

| | Newark (1) | Fremont | Union City | Milpitas (2) | Hayward | Pleasanton (3) | Livermore | Dublin |
|---|---|---|---|---|---|---|---|---|
| **Development Impact Fees Per Unit** | | | | | | | | |
| Storm Drainage | | | | | $153 (4) | $512 | $834 (5) | $522 (6) |
| Sewer Connection Fee | $2,618 | $2,848 (9) | $2,846 (9) | $818 | $3,018 | $6,854 | $9,850 | $7,425 |
| Water Connection Fee | $7,390 | $9,390 (8) | $9,390 (8) | $506 | $5,022 (10) | $11,820 (10) | $13,322 (7) | $15,765 (8) |
| Transportation | $503 | $1,749 | $71 (11) | $900 | | $3,505 (12) | $3,642 (12) | $4,470 (13) |
| Park Facilities Fee | | $4,805 | | | | | | |
| Park Dedication-in-Lieu Fee | $2,278 | $9,006 | $17,000 (12) | $8,625 | $2,300 | $3,524 | $9,413 | $8,776 (16) |
| Fire-Police Impact Fee/Public Safety Fee | $1,737 | $185 | | | | | | $513 |
| Affordable Housing/Low income housing | $6,704 | | | | | $1,088 | $13,585 (14) | $3,988 (15) |
| Public Facilities/Capital Facilities Fee | $1,373 | $1,716 | $6,282 | | | $2,020 | | $2,477 (16) |
| Other General Fees/One-Time Taxes | $270 | $1,122 (19) | $2,568 (20) | | $1,410 (18) | | | $2 9 (17) |
| School District Fees (21), (22) | $3,120 | $1,890 | $4,240 | $1,930 | $2,250 | $6,760 | $9,529 | $3,206 |
| **Total Development Impact Fees Per Unit** | **$25,993** | **$32,569** | **$42,397** | **$12,779** | **$14,153** | **$36,063** | **$60,175** | **$47,145** |

(1) Includes estimates of the new affordable housing fee as well as existing fees
(2) Milpitas fees are based by location and project type Fees in this analysis are estimates based on previous calculations by City staff
(3) Assumes development is not in Ruby Hill area
(4) A flat fee for drainage includes system and appurtenances for 100 linear feet, tie-in to existing and standard structures - manholes, vaults, etc Additional costs apply to each additional 100 LF and non-standard structure
(5) Includes City fee and County (Zone 7) fee, the County fee charge per square foot of impervious surface
(6) Based on $0 522 per square foot of impervious surface
(7) Includes 5/8" meter
(8) Includes DSRSD water connection fees, assembly fee and Zone 7 fee for General Service Area, includes 5/8" water meter
(9) Provided by Union Sanitary District, this updated fee is to be effective as of September, 2003 Based on the minimum amount charged Amount varies by project
(10) Services provided by City of Hayward
(11) Based on $1,853 per acre
(12) Duplex rate is assumed For single lot projects of less than two units, a bedroom tax fee is sometimes charged instead of park in-lie fees at a rate of $260 per bedroom
(13) Includes the Traffic Impact Fee and the Tri-Valley Transportation Development Fee
(14) Maximum amount that can be charged
(15) Based on the fee of $79,754 per unit for each residential unit required but not built (i e , 5% of the total number of units) in a project of 20 units or more
(16) Assumes fees for Eastern Dublin, where most of new developments take place
(17) Noise Mitigation Fee for Eastern Dublin projects only
(18) Includes Supplemental Building Construction and Improvement Tax and Building Construction and Improvement Tax
(19) The City of Fremont charges a Construction Business Tax
(20) Union City charges infrastructure improvement fee for residential development in Dekoto Industrial Park Study Area (DIPSA), representing about 1/10 of the City The fee includes DIP $2268 plus $300 of Mission Blvd paving fee
(21) Provided by Unified School District
(22) Fees per square foot are $2 05 for Fremont and Alameda, $3 85 for Union City, $1 93 for Oakland and Milpitas, $1 84 for Hayward, and $6 50 for Pleasanton

Source Respective Planning Departments, Economic & Planning Systems, Inc

Caution: These figures are estimates meant for planning and comparison purposes only Actual fees for a given parcel could be different [redacted] makes no representation that all items for all areas are current as of today. Some fees may have been updated since estimates shown in this table were made.

**Table 12**
**Retail**
**Development Fees Per Sq Ft**
**Based on a 20,000 Sq Ft. Project, an estimated 1.84 acres, with a 0.25 F.A.R.**

| | Newark (1) | Fremont | Union City | Milpitas (3) | Hayward | Pleasanton (2) | Livermore | Dublin |
|---|---|---|---|---|---|---|---|---|
| **Development Fees Per Sq.Ft** | | | | | | | | |
| Storm Drainage | | | | | $0.01 (4) | $0.51 | $0.62 (5) | $0.52 |
| Sewer Connection Fee | $2.97 | $1.34 (6) | $1.34 (6) | $0.63 | $0.17 (7) | $3.78 | $0.49 (8) | $2.51 |
| Water Connection Fee | $1.22 | $2.17 (9) | $2.17 (9) | $0.12 | $1.89 | $13.03 (12) | $6.66 (10) | $15.03 (16) |
| Transportation | $1.29 | $7.94 (11) | $0.17 (14) | $9.00 | | $10.36 (13) | $11.99 (13) | $21.82 (17) |
| Park Facilities Fee | | | | | | | | $1.29 (18) |
| Park Dedication-in-Lieu Fee | | | | | | | | $0.12 |
| Fire-Police Impact Fee / Public Safety Fee | $1.70 | $0.10 | | | | $0.55 | $0.81 | |
| Affordable Housing / Low income housing | $9.47 | | | | | $0.41 | | $0.27 (18) |
| Public Facilities/ Capital Facilities Fee | $0.22 | $0.69 | | | | | | $0.02 (19) |
| Other General Fees/One-Time Taxes | $0.32 | | | | $3.96 (15) | | | |
| School District Fees | $0.31 | $0.34 | $0.34 | $0.19 | $0.34 | $0.34 | $0.34 | $0.34 |
| **Total Development Fees Per Sq.Ft** | **$17.49** | **$12.58** | **$4.02** | **$9.94** | **$6.36** | **$28.99** | **$20.91** | **$41.93** |

Water Meter Assumptions: Two 1.5" meters, one for domestic use and one for irrigation use. Meter size may be different project by project.

(1) Includes estimates of the new affordable housing fee as well as existing fees
(2) Assumes development is not in Ruby Hill area
(3) Milpitas fees are based by location and project type. Fees in this analysis are estimates based on previous calculations by City staff
(4) Drainage fees vary depending on amount of linear feet and kinds of structures required. Base fee is $153 which includes 100 linear feet
(5) Includes City fee and County (Zone 7) fee charged per square foot of impervious surface
(6) Provided by Union Sanitary District, this updated fee is to be effective as of September, 2003
(7) Based on a minimum fee of $3,391. Fees vary based on per gallon of daily capacity, pounds per year of biochemical oxygen demand and pounds per year of biochemical oxygen demand and suspended solids. Amount varies by project size and type
(8) Assumes a minimum of 8 fixtures. Livermore charges a $1,125 fee for each fixture. Fixtures will vary by project size and type
(9) Service provided by Alameda County Water District, and includes 1.5" meter and service line installation as well as facilities connection charge
(10) Includes 1.5" meter
(11) Impact fee for fast food/convenience markets/ gas stations. A one time exemption applies to retail additions up to 10% of existing floor area, but limited to 750 square feet
(12) Includes Zone 7 District fee, which applies to all new development in the City
(13) Includes the Traffic Impact Fee and the Tri-Valley Transportation Development Fee
(14) Based on $1,853 per acre
(15) Includes Supplemental Building Construction Improvement Tax
(16) Assumes 1.5" turbo water meters, includes DSRSD and Zone 7 water connection fee and assembly fee
(17) Includes Regional Traffic Fee of $1.14/SqFt and Traffic Impact and Pleasanton Interchange fee of $517 per trip generated by the project. Assumes fee rate for Eastern Dublin and average daily rate of 40 trips per project
(18) Assumes fees for Eastern Dublin, which is slightly higher than Western Dublin
(19) Includes noise mitigation fee

Source: Respective Planning Departments, Economic & Planning Systems, Inc.

Caution - These figures are estimates meant for planning and comparison purposes only. Actual fees for a given parcel could be different. [redacted] makes no representation that all items for all areas are current as of today. Some fees may have been updated since estimates shown in this table were made.

**Table 13**
**Commercial/Office**
**Development Fees Per Sq.Ft.**
**Based on a 50,000 Sq.Ft. Project, an estimated 2.67 acres, with a 0.43 F.A.R.**

| | Newark (1) | Fremont | Union City | Milpitas (3) | Hayward | Pleasanton (2) | Livermore | Dublin |
|---|---|---|---|---|---|---|---|---|
| **Development Fees Per Sq.Ft.** | | | | | | | | |
| Storm Drainage | | | | | $0.003 (4) | $0.51 | $0.62 (5) | $0.52 |
| Sewer Connection Fee | $2.97 | $1.34 (6) | $1.34 | $0.70 | $0.07 (7) | $2.36 | $0.20 (8) | $2.51 |
| Water Connection Fee | $1.22 | $1.02 (9) | $1.02 (8) | $0.08 | $1.17 | $7.01 (10) | $4.26 (11) | $8.29 (15) |
| Transportation | $1.29 | $5.70 | $0.10 (13) | $2.34 | | $5.53 (12) | $14.57 (12) | $3.28 (16) |
| Park Facilities Fee | | | | | | | | $2.51 (17) |
| Park Dedication-in-Lieu Fee | | | | | | | | $0.24 |
| Fire-Police Impact Fee / Public Safety Fee | $1.70 | $0.17 | | | | $0.55 | $0.52 | |
| Affordable Housing / Low income housing | $9.47 | | | | | $0.63 | | $0.53 (17) |
| Public Facilities/ Capital Facilities Fee | $0.22 | $1.10 | | | | | | $0.01 (18) |
| Other General Fees/One-Time Taxes | $0.32 | | | | $3.00 (14) | | | $0.34 |
| School District Fees | $0.31 | $0.34 | $0.34 | $0.31 | $0.34 | $0.34 | $0.34 | |
| **Total Development Fees Per Sq.Ft** | **$17.49** | **$9.68** | **$2.80** | **$3.42** | **$4.58** | **$16.93** | **$20.51** | **$18.22** |

Water Meter Assumptions: Two 2" meters, one for domestic use and one for irrigation use. Meter size may be different project by project.

(1) Includes estimates of the new affordable housing fee as well as existing fees
(2) Assumes development is not in Ruby Hill area
(3) Milpitas fees are based by location and project type. Fees in this analysis are estimates based on previous calculations by City staff
(4) Drainage fees vary depending on amount of linear feet and kinds of structures required. Base fee is $153 which includes 100 linear feet
(5) Includes City fee and County (Zone 7) fee charged per square foot of impervious surface
(6) Provided by Union Sanitary District, this updated fee is to be effective as of September, 2003. Based on the minimum amount charged. Amount varies by project
(7) Based on a minimum fee of $3,391. Fees vary based on per gallon of daily capacity, pounds per year of biochemical oxygen demand and pounds per year of biochemical oxygen demand and suspended solids
(8) Assumes a minimum of 8 fixtures. Livermore charges an $1,125 fee for each fixture. Fixtures will vary by project size and type
(9) Service provided by Alameda County Water District, and includes 2" meter and service line installation as well as facilities connection cha
(10) Includes Zone 7 District fee, which applies to all new development in the City
(11) Includes 2" meter
(12) Includes the Traffic Impact Fee and the Tri-Valley Transportation Development Fee
(13) Based on $1,853 per acre
(14) Includes Supplemental Building Construction Improvement Ta
(15) Assumes 2" turbo water meters, includes DSRSD and Zone 7 water connection fee and assembly fee
(16) Includes Regional Traffic Fee of $3.07/SqFt and Traffic Impact and Pleasanton Interchange fee of $517 per trip generated by the project. Assumes fee rate for Eastern Dublin and average daily rate of 20 trips per project
(17) Assumes fees for Eastern Dublin, which is slightly higher than Western Dublin
(18) Includes noise mitigation fee

Source: Respective Planning Departments; Economic & Planning Systems, Inc.

**Caution: These figures are estimates meant for planning and comparison purposes only. Actual fees for a given parcel could be different. [illegible] makes no representation that all items for all areas are current as of today. Some fees may have been updated since estimates shown in this table were made.**

Table 14
General Industrial
Development Fees Per Sq Ft.
Based on a 50,000 Sq Ft Project, an estimated 2 3 acres, with a 0 50 F A R

| | Newark (1) | Fremont | Union City | Milpitas (3) | Hayward | Pleasanton (2) | Livermore | Dublin |
|---|---|---|---|---|---|---|---|---|
| **Development Fees Per Sq Ft** | | | | | | | | |
| Storm Drainage | | | | | $0 003 (4) | $0 51 | $0 62 (5) | $0 52 |
| Sewer Connection Fee | $1 24 | $1 34 (6) | $1 34 (6) | $0 97 | $0 07 (7) | $2 36 (10) | $0 20 (8) | $2 51 (18) |
| Water Connection Fee | $0 94 | $1 02 (11) | $1 02 (11) | $0 07 | $1 17 | $7 01 (13) | $4 26 (9) | $8 29 (19) |
| Transportation | $0 75 | $1 29 (12) | $0 04 (15) | $0 94 | | $4 15 (14) | $8 34 (14) | $8 22 (20) |
| Park Facilities Fee | | | | | | | | |
| Park Dedication-in-Lieu Fee | | | | | | | | $1 11 (22) |
| Fire-Police Impact Fee / Public Safety Fee | $0 25 | $0 06 (12) | | | | | | $0 10 |
| Affordable Housing / Low income housing | $1 76 | | | | | $0 55 | $0 25 (16) | |
| Public Facilities/ Capital Facilities Fee | $0 16 | $0 55 (12) | | | | $0 38 | | $0 23 (22) |
| Other General Fees/One-Time Taxes | $0 31 | | | | $1 44 (17) | | | $0 00 (21) |
| School District Fees | $0 31 | $0 34 | $0 34 | $0 31 | $0 34 | $0 34 | $0 34 | $0 34 |
| **Total Development Fees Per Sq Ft** | **$5 72** | **$4 62** | **$2.74** | **$2 29** | **$3.02** | **$15.30** | **$12.01** | **$19 32** |

Water Meter Assumptions Two 2" meters, one for domestic use and one for irrigation use Meter size may be different project by project

(1) Includes estimates of the new affordable housing fee as well as existing fees
(2) Assumes development is not in Ruby Hill area
(3) Milpitas fees are based by location and project type Fees in this analysis are estimates based on previous calculations by City staff
(4) Drainage fees vary depending on amount of linear feet and kinds of structures required Base fee is $153 which includes 100 linear feet.
(5) Includes City fee and County (Zone 7) fee charged per square foot of impervious surface
(6) Provided by Union Sanitary District, this updated fee is to be effective as of September, 2003 Based on the maximum amount charged Amount varies by project
(7) Based on a minimum fee of $3,391 Fees vary based on per gallon of daily capacity, pounds per year of biochemical oxygen demand and pounds per year of biochemical oxygen demand and suspended solids
(8) Assumes a minimum of 8 fixtures Livermore charges a $1,125 fee for each fixture Fixtures will vary by project size and type
(9) Includes 2" meter
(10) Based on general office fee
(11) Service provided by Alameda County Water District, and includes 2" meter and service line installation as well as facilities connection charge
(12) The City's impact fee schedule has three different industrial categories warehouse, light industrial and manufacturing, the warehouse fee is used for this analysis
(13) Includes Zone 7 District fee, which applies to all new development in the City
(14) Includes the Traffic Impact Fee and the Tri-Valley Transportation Development Fee
(15) Based on $927 per acre
(16) Based on fee for manufacturing
(17) Includes Supplemental Building Construction Improvement Tax
(18) Baseline fee for warehouse (general retail) Fees may vary case by case depending on the exact nature and scale of the business, level of water usage and waste generated, specific information must be submitted to the service district in order to get a fee estimate
(19) Assumes 2" turbo water meters, includes DSRSD and Zone 7 water connection fee and assembly fee
(20) Includes Regional Traffic Fee of $2 08/SqFt and Traffic Impact and Pleasanton Interchange fee of $517 per trip generated by the project Assumes fee rate for Eastern Dublin and average daily rate of 8 trips per project
(21) Includes noise mitigation fee
(22) Assumes fees for Eastern Dublin, which is slightly higher than Western Dublin

Source Respective Planning Departments, Economic & Planning Systems, Inc

Caution: These figures are estimates meant for planning and comparison purposes only. Actual fees for a given parcel could be different [redacted] makes no representation that all items for all areas are current as of today. Some fees may have been updated since estimates shown in this table were made

**Importance of the Comparisons**

The imposition of development fees increases the cost of development. For those developers who have already purchased land at current market prices, any imposition of higher fees in the short-term could have the result of making their developments less feasible In the long-term, land prices could adjust in the market to reflect the higher cost of development Thus, if market prices remain flat, the value of undeveloped land declines. If the total cost of development is much higher in one jurisdiction than other competitive areas, the imposition of higher fees can cause demand to shift to those other lower-cost locations.

Nonresidential development, in general, is more "footloose" than residential uses While employment opportunities create residential demand, residential development is also dependent on the presence of other amenities such as schools, parks, cultural institutions, and other quality of life characteristics. Office and industrial development is tied more to economic characteristics of a location, such as the cost of land, taxes, and the cost of new development. Consequently, development impact fees may have a greater affect on the type and amount of commercial and industrial development in the City than on residential development

# APPENDIX J

# RESOLUTION NO. 10,184

RESOLUTION NO. 10,184

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ESTABLISHING AFFORDABLE UNITS NEEDED TO FULLY MITIGATE THE IMPACT OF RESIDENTIAL DEVELOPMENT ON THE NEED FOR AFFORDABLE HOUSING; AND HOUSING IMPACT FEES FOR RESIDENTIAL DEVELOPMENTS

WHEREAS, on February 25, 2010, the City Council of the City of Newark adopted the Housing Element of the General Plan in compliance with State law, which includes the goal of encouraging the provision of a range of housing opportunities to meet the City's share of the regional housing need and, to implement that goal, includes Program 8 to review the City's affordable housing ordinance and consider amendments to respond to market conditions; and

WHEREAS, to implement the affordable housing goals and programs of the City's Housing Element, including Program 8 in the City's 2007-2014 Housing Element, the City Council has considered and introduced on this same date an ordinance to repeal the City's existing affordable housing ordinance (Chapter 17.18 of the Newark Municipal Code) and add a new Chapter 17.18 (the "Affordable Housing Ordinance") which, among other things: 1) authorizes the imposition of housing impact fees on residential developments to mitigate the impact of such developments on the need for affordable housing in the City; and 2) continues to authorize the imposition of housing impact fees for nonresidential developments to mitigate the impact of such projects on the need for affordable housing in the City; and

WHEREAS, land prices are a key factor preventing development of new affordable housing. New housing construction in the City which does not include affordable units aggravates the existing shortage of affordable housing by absorbing the supply of available residential land. This reduces the supply of land for affordable housing and increases the price of remaining residential land. At the same time, new market-rate housing contributes to the demand for goods and services, increasing local employment at very low, low, and moderate-income wage levels, which will increase the demand for and exacerbate the shortage of housing available to persons at those income levels; and

WHEREAS, to further implement the affordable housing goals, objectives, policies, and programs of the City's 2010 Housing Element and to ensure that the housing impact fees adopted by this resolution do not exceed the actual affordable housing impacts attributable to the development projects on which the fees are imposed, the City Council has considered the "Residential Nexus Analysis, Newark, California" dated March 2014 and prepared by Keyser-Marston Associates, Inc. (the "Nexus Study"), which study demonstrates that, to fully mitigate the burdens created by new market-rate units in residential projects on the need for very low, low, and moderate-income housing, a housing impact fee of $23.80 to $35.60 per square foot of new market rate development would be needed, or from 12 percent to 21 percent of units in each residential development would need to be affordable to very low, low, and moderate-income households; and

WHEREAS, the City Council now desires to repeal the Inclusionary Housing In-Lieu Fee and to adopt housing impact fees for residential developments as authorized by Section 17.18.030(B) of the Affordable Housing Ordinance, which housing impact fees do not exceed

the justified fees needed to mitigate the actual affordable housing impacts attributable to the developments on which the fees are imposed, and which fees are lower than the amount found by the Nexus Study to be needed to fully mitigate the burdens created by new market-rate units in residential projects on the need for affordable housing to ensure that residential projects remain economically feasible; and

WHEREAS, the City Council also desires to adopt the percentage of affordable units needed to fully mitigate the impact of residential developments on the need for affordable housing, as authorized by Section 17.18.060(A) of the Affordable Housing Ordinance; and

WHEREAS, in compliance with the Affordable Housing Ordinance, all housing impact fees collected shall be deposited into the City's affordable housing fund to be used solely to increase and preserve the supply of housing affordable to households of very low, low, and moderate incomes (including necessary administrative costs); and

WHEREAS, at least ten days prior to the date this resolution is being heard, data was made available to the public indicating the amount of cost, or estimated cost, required to provide the service for which the fee or service charge is levied and the revenue sources anticipated to provide the service, including general fund revenues in accordance with Government Code Section 66019; and

WHEREAS, at least fourteen days prior to the date this resolution is being heard, notice was provided to those persons or organizations who had requested notice of these fees, in accordance with Government Code Section 66019; and

WHEREAS, notice of the hearing on the proposed fees was published twice in the manner set forth in section 6062a as required by Government Code Section 66018; and

WHEREAS, a duly and properly noticed public hearing was conducted by the City Council on April 10, 2014.

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

1. **Recitals.** The foregoing recitals are true and correct and incorporated by this reference.

2. **Repeal of Inclusionary Housing In-Lieu Fees.** The City Council hereby repeals and removes the Inclusionary Housing In-Lieu Fee established by Resolution No. 8802 and amended by Resolution No. 9398.

3. **Adoption of Residential Housing Impact Fees.** The City Council hereby adopts housing impact fees for residential development as shown on Exhibit A, attached hereto and incorporated by this reference.

4. **Annual Adjustment to Housing Impact Fees.** The City Council may review housing impact fees from time to time. For any annual period during which the City Council does not review the housing impact fee, fee amounts shall be adjusted once by the community development director based on the percentage increase in the Engineering News-Record Construction Cost Index for San Francisco, California.

5. **Percentage of Affordable Units Needed to Fully Mitigate Impacts of Residential Development.** The City Council hereby determines that the following percentages of affordable units will fully mitigate the impacts of residential development on the need for affordable housing:

| Required Affordable Units* | Single Family Large Lot | Single Family Small Lot | Townhome | Condo | Apartment |
|---|---|---|---|---|---|
| | | | | | |
| **Very Low Income** | 11% | 10% | 8% | 9% | 6% |
| **Low Income** | 5% | 5% | 4% | 4% | 3% |
| **Moderate Income** | 5% | 4% | 4% | 4% | 3% |
| | | | | | |
| **TOTAL** | **21%** | **19%** | **16%** | **17%** | **12%** |

*Definitions of project types and affordability categories are contained in the Nexus Study.

Notwithstanding the above, for a specific residential development, the City Council may determine that an alternative distribution of affordable units will fully mitigate the impacts of that development on the need for affordable housing, based on community needs and the characteristics of the development.

6. **California Environmental Quality Act.** The City Council hereby finds that adoption of this resolution is exempt from the California Environmental Quality Act because it can be seen with certainty that there is no possibility that the fees may have a significant effect on the environment, in that this resolution contains no provisions modifying the physical design, development, or construction of residences or nonresidential structures (CEQA Guidelines Section 15061(b)(3)).

7. **Effective Date.** This Resolution shall go into full force and effect on June 9, 2014, *[60 days after adoption]* but only if Ordinance No. 473 to add the new Affordable Housing Ordinance is effective prior to that date.

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on April 10, 2014, by Council Member Freitas, who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

| | |
|---|---|
| AYES: | Council Members Freitas, Marshall, Vice Mayor Apodaca and Mayor Nagy |
| NOES: | None |
| ABSENT: | Council Member Collazo |
| SECONDED: | Council Member Marshall |

APPROVED:

s/ALAN L. NAGY
Mayor

ATTEST:

s/SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:

s/DAVID J. BENOUN
City Attorney

**EXHIBIT A**

| Enterprise Fund – Cost Center | Account No. | Description | Fee (in dollars) |
|---|---|---|---|
| A. DEVELOPMENT, Continued | | | |
| 401-0000 | 3860 ILF | 4. Housing | |
| | | a. Residential Housing Impact Fee* (revised annually) | |
| | | First 1,000 sq. ft. floor area/unit** | $20/square foot |
| | | All sq. ft. over 1,000 sq. floor area/unit | $8/square foot |
| | | *Established by Resolution No. 10,184. Floor area for a residential development equals the sum of the horizontal floor areas of a building measured from the exterior face of exterior walls or from the center line of a wall separating two buildings, excluding garages, carports, and common areas.<br><br>**No housing impact fee is charged for the first 200 sq. ft. of floor area for additions to existing dwellings. | |
| | | b. Non-Residential Housing Impact Fee*** (revised annually) | |
| | | (1) Commercial | $3.51/square foot |
| | | (2) Industrial | $0.65/square foot |
| | | ***Established by Resolution No. 8802. Floor area for a commercial development equals the sum of the horizontal floor areas of a building measured from the exterior face of exterior walls or from the center line of a wall separating two buildings. Where no walls exist, the floor area is the area covered by the roof excluding two feet on each side | |

| | | |
|---|---|---|
| | | of the structure. Outside areas used for sales or display (such as nurseries, building materials, auto sales, etc.) may be considered part of floor area when the community development director determines that the use of the outside area significantly contributes to the employee density of the building. |

**NOTE: This resolution does not modify the non-residential housing impact fee nor the method of calculating the non-residential housing impact fee. The method for calculating the fee is identical to that previously contained in Section 17.18.020(G).**

# APPENDIX K

# RESIDENTIAL NEXUS ANALYSIS, NEWARK CALIFORNIA

KEYSER MARSTON ASSOCIATES

# RESIDENTIAL NEXUS ANALYSIS
**Newark, California**

*Prepared for*
**City of Newark**

*Prepared by:*
**Keyser Marston Associates, Inc.**

**March 2014**

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## EXECUTIVE SUMMARY

Keyser Marston Associates (KMA) prepared this residential nexus analysis for the City of Newark pursuant to a contractual agreement. The report will form one of the bases for recommendations for the adoption of a housing impact fee consistent with the applicable requirements of the Mitigation Fee Act. This Executive Summary contains a concise overview of the residential nexus analysis; full documentation of the analysis is contained in the body of the Report and its Appendices.

### A. Residential Nexus Analysis

A residential nexus analysis demonstrates and quantifies the impact of new market rate housing development on the demand for affordable housing. The underlying nexus concept is that the newly constructed market rate units represent net new households in Newark. These households represent new income in Newark that will consume goods and services, either through purchases of goods and services or 'consumption' of government services. New consumption translates to jobs; a portion of the jobs are at lower compensation levels; low compensation jobs relate to lower income households that cannot afford market rate units in Newark and therefore need affordable housing.

#### *1. Impact Methodology and Models Used*

The analysis is performed using two models. The IMPLAN model is an industry accepted, commercially available model developed over 30 years ago to quantify the impacts of changes in a local economy, including the employment impacts of changes in personal income. The input into the IMPLAN model is net new personal income in Newark available for expenditures; the IMPLAN model then estimates a distribution of expenditures and ultimately produces a quantification of jobs generated by industry. The KMA Jobs Housing Nexus model, which was initially developed over 25 years ago to analyze the income structure of job growth, is used to determine the household income of new employee households and identify how many are in three housing affordability tiers including Very Low-, Low-, and Moderate-Income.

#### *2. Market Survey and Residential Prototypes*

The first step of the nexus analysis is to identify residential prototypes that are representative of what is generally being built by the private marketplace in Newark. KMA developed programmatic assumptions in consultation with the City of Newark for five residential prototypes – four ownership prototypes and one rental prototype. KMA then undertook a market survey of projects covering these prototypes to estimate sales prices and rent levels for the prototype units. The prototypes are summarized in the following table.

| Prototypical Residential Units | | | | | |
|---|---|---|---|---|---|
| | *Single Family / Large Lot* | *Single Family / Small Lot* | *Townhome* | *Condo* | *Apartment* |
| Avg. Unit Size | 2,500 SF | 2,000 SF | 1,500 SF | 1,300 SF | 850 SF |
| Avg. No. of Bedrooms | 4 BR | 3 BR | 3 BR | 2 BR | 2 BR |
| Avg. Sales Price / Rent | $787,500 | $700,000 | $562,500 | $580,000 | $2,000 /mo. |

From the sales prices and rent levels, household income is determined using assumptions with respect to a share of income spent on housing and housing purchase terms. For ownership units, 35% of income is spent on housing (including mortgage payments, property taxes, home owner association dues, and insurance). Renters are assumed to spend 30% of their income on rent. These relationships are grounded in state housing policy and reflective of the current averages for Alameda County.

Gross household income is adjusted to a net amount available for expenditures after deducting the portion of income dedicated to income taxes, contributions to Social Security and Medicare, savings, and repayment of household debt. Housing costs are not deducted as part of this adjustment step because they are addressed separately as expenditures within the IMPLAN model. The adjusted household income available for expenditures becomes the input into the IMPLAN model. As a result, household income associated with each of the prototypes is as follows:

| Household Income | | | | | |
|---|---|---|---|---|---|
| | *Single Family / Large Lot* | *Single Family / Small Lot* | *Townhome* | *Condo* | *Apartment* |
| Gross Household Income | $159,000 | $142,000 | $116,000 | $124,000 | $80,000 |
| Percent Income Available for Expenditures | 67% | 67% | 67% | 67% | 71% |
| Household Income Available for Expenditures [Input to IMPLAN model] | $107,000 | $95,000 | $78,000 | $83,000 | $57,000 |

The nexus analysis is conducted on 100-unit project modules (i.e., 100 new households) for ease of presentation and to avoid awkward fractions.

### *3. IMPLAN Model Results*

The IMPLAN model was applied to link household income to job growth occurring in Alameda County. The IMPLAN model distributes spending among various types of goods and services (industry sectors) based on data from the Consumer Expenditure Survey and the Bureau of Economic Analysis Benchmark input-output study, to estimate employment generated. Job creation, driven by increased demand for products and services, is projected for each of the industries that will serve the new households. The employment generated by this new household spending is summarized below.

| *Jobs Generated Per 100 Units* | | | | | |
|---|---|---|---|---|---|
| | *Single Family / Large Lot* | *Single Family / Small Lot* | *Townhome* | *Condo* | *Apartment* |
| Annual Household Expenditures, 100 Units | $10,650,000 | $9,510,000 | $7,770,000 | $8,310,000 | $5,680,000 |
| Total Jobs Generated, 100 Units | 73.1 | 64.8 | 53.0 | 56.6 | 37.5 |

The IMPLAN model quantifies jobs generated at establishments that serve new residents directly (i.e. supermarkets, banks or schools), jobs generated by increased demand at firms which service or supply these establishments (wholesalers, janitorial contractors, accounting firms, or any jobs down the service/supply chain from direct jobs), and jobs generated when the new employees spend their wages in the local economy and generate additional jobs. Retail, restaurants, and health care represent the largest share of jobs generated by household expenditures.

*4. Compensation Levels of Jobs and Household Income*

The output of the IMPLAN model – the numbers of jobs by industry – is then entered into the Keyser Marston Associates jobs housing nexus analysis model to quantify the compensation levels of new jobs and the income of the new worker households. The KMA model sorts the jobs by industry into jobs by occupation, based on national data, and then attaches local wage distribution data to the occupations, using recent Alameda County data from the California Employment Development Department (EDD). The KMA model also converts the number of employees to the number of employee households, recognizing that there is, on average, more than one worker per household, and thus the number of housing units in demand for new workers is reduced.

The output of the model is the number of new worker households by income level (expressed in relation to the Area Median Income, or AMI) attributable to the new residential units and new households in Newark. Three categories of addressed: Very Low (under 50% of AMI), Low (50% to 80% of AMI) and Moderate (80% to 120% of AMI).

Following are the numbers of worker households by income level associated with the Newark prototype units.

| *New Worker Households by Income Level per 100 Market Rate Units* | | | | | |
|---|---|---|---|---|---|
| | *Single Family / Large Lot* | *Single Family / Small Lot* | *Townhome* | *Condo* | *Apartment* |
| Very Low (Under 50% AMI) | 13.2 | 11.7 | 9.5 | 10.2 | 6.7 |
| Low (50%-80% AMI) | 7.4 | 6.5 | 5.3 | 5.7 | 3.7 |
| Moderate (80%-120% AMI) | 7.2 | 6.3 | 5.2 | 5.5 | 3.7 |
| **Total, Less than 120% AMI** | **27.8** | **24.5** | **20.0** | **21.4** | **14.1** |
| Greater than 120% AMI | 6.3 | 5.7 | 4.7 | 5.0 | 3.4 |
| **Total, New Households** | **34.1** | **30.2** | **24.7** | **26.4** | **17.5** |

*5. Impact Fee Levels Supported by the Nexus Analysis*

The last step in the analysis puts a dollar amount on the cost of mitigating the affordable housing impacts. The conclusions of the nexus analysis, expressed as the number of worker households by income affordability category, are linked to the cost of delivering housing to the households in need. Each income or affordability tier is associated with a subsidy needed to produce and deliver a unit at the specified affordability level; this subsidy is referred to as the 'affordability gap.'

Affordability gaps are calculated for each of the three affordable tiers. The analysis assumes households earning less than 80% of Area Median Income will be assisted in rental units, while households earning between 80% and 120% of Area Median Income will be assisted in ownership units.

The resulting affordability gaps are as follows:

- $240,000 for households in the under 50% AMI category;
- $214,000 for households in the 50% to 80% AMI category; and,
- $169,000 for households in the 80% to 120% AMI category.

When the affordability gap conclusions for each income tier are linked to the number of affordable units required as a result of market rate development (as indicated in the inset table on the next page) and divided by 100 units, the result is a Total Nexus Cost per new market rate residential unit. The results per unit are:

| *Nexus Per Market Rate Unit or Maximum Supported Impact Fee per Unit* | | | | | | |
|---|---|---|---|---|---|---|
| *Income Category* | *Affordability Gap* | *Single Family / Large Lot* | *Single Family / Small Lot* | *Townhome* | *Condo* | *Apartment* |
| Very Low (30% - 50% AMI) | $240,000 | $31,600 | $28,000 | $22,900 | $24,500 | $16,100 |
| Low (50%-80% AMI) | $214,000 | $15,800 | $13,900 | $11,300 | $12,100 | $8,000 |
| Moderate (80%-120% AMI) | $169,000 | $12,200 | $10,700 | $8,700 | $9,300 | $6,200 |
| **Total Nexus Costs** | | **$59,600** | **$52,600** | **$42,900** | **$45,900** | **$30,300** |

The Total Nexus Costs, or Mitigation Costs, indicated above, may also be expressed on a per square foot level. The results per square foot of building area (net rentable or sellable Sq.Ft.) are as follows:

| *Total Nexus Cost or Maximum Supported Impact Fee Per Sq.Ft. of Building Area* | | | | | | |
|---|---|---|---|---|---|---|
| *Income Category* | *Affordability Gap* | *Single Family / Large Lot* | *Single Family / Small Lot* | *Townhome* | *Condo* | *Apartment* |
| *Prototype Size* | | *2,500 SF* | *2,000 SF* | *1,500 SF* | *1,300 SF* | *850 SF* |
| Very Low (30% - 50% AMI) | $240,000 | $12.60 | $14.00 | $15.30 | $18.80 | $18.90 |
| Low (50%-80% AMI) | $214,000 | $6.30 | $7.00 | $7.50 | $9.30 | $9.40 |
| Moderate (80%-120% AMI) | $169,000 | $4.90 | $5.40 | $5.80 | $7.20 | $7.30 |
| **Total Nexus Costs** | | **$23.80** | **$26.40** | **$28.60** | **$35.30** | **$35.60** |

These costs express the total linkage or nexus costs for the five prototype developments in Newark. These total nexus costs represent the ceiling for any impact fee requirement placed on market rate development. **The totals are not recommended levels for fees; they represent only the maximums established by this analysis, below which fees may be set.**

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## INTRODUCTION AND OVERVIEW

The following report documents and quantifies the linkages between new market-rate residential development in the City of Newark and the demand for additional affordable housing. The analysis, which demonstrates support for a Housing Impact Fee, has been prepared by Keyser Marston Associates (KMA) for the City of Newark in accordance with a contractual agreement.

The City of Newark has an Inclusionary Housing Ordinance adopted in 2004 requiring all residential projects with five or more units to set-aside 15% of units as affordable. Payment of a fee in-lieu of providing units is subject to approval by the Council. Due to limited housing development since the time the Inclusionary Housing Ordinance was adopted, no inclusionary units have been produced under the program.

Since the 2004 adoption of the City's inclusionary housing program, there have been several court cases affecting inclusionary housing programs. The *Palmer* case in particular precludes cities from requiring the inclusion of affordable units in rental projects unless the developer receives a density bonus or certain regulatory concessions and agrees by contract to restrict the rents. *Palmer* and other recent and pending cases have encouraged cities to seek alternative strategies to address the need for affordable housing.

At this time, the City is considering replacement of its inclusionary program with a Housing Impact Fee applicable to new market rate residential development. Fee revenues would be used to assist construction of new affordable units as mitigation for increased affordable housing needs linked to new market rate residential construction. Advantages of housing impact fees compared to inclusionary include the ability to apply requirements to rental projects and greater flexibility to produce affordable units of the type and in the locations that best fit community needs. The City already has a Housing Impact Fee that applies to non-residential development.

Analyses of the impacts of new development are called linkage or nexus analyses. This nexus analysis establishes maximum supportable Housing Impact Fee levels based on a quantification of the impact that new market rate residential development has on the need for affordable housing.

### The Nexus Concept

At its most simplified level, the underlying nexus concept is that the newly constructed units represent net new households in Newark. These households represent new income in Newark that will consume goods and services, either through purchases of goods and services or "consumption" of governmental services. New consumption translates to jobs; a portion of the jobs are at lower compensation levels; low compensation jobs relate to lower income households that cannot afford market rate units in Newark and therefore need affordable housing.

**Use of This Study**

The nexus study has been prepared for the limited purpose of determining nexus support for a Housing Impact Fee in the City of Newark affecting new residential construction. We caution against the use of this study, or any impact study for that matter, for purposes beyond the intended use. All impact studies are limited and imperfect, but can be helpful for understanding the externalities created by new development. The nexus analysis presented in this report is an impact analysis only and the nexus amounts are not recommended fee levels.

**Methodology and Models Used**

The methodology or analysis procedure for this nexus analysis starts with the sales price or rental rate of a new market rate residential unit, and moves through a series of linkages to the gross income of the household that purchased or rented the unit, the income available for expenditures on goods and services, the jobs associated with the purchases and delivery of those services, the income of the workers doings those jobs, the household income of the workers and, ultimately, the affordability level of the housing needed by the worker households. The steps of the analysis from household income available for expenditures to jobs generated were performed using the IMPLAN model, a model widely used for the past 35 years to quantify the impacts of changes in a local economy, including employment impacts from changes in personal income. From job generation by industry, KMA used its own jobs housing nexus model to quantify the income of worker households by affordability level.

To illustrate the linkages by looking at a simplified example, we can take an average household that buys a house at a certain price. From that price, we estimate the gross income of the household (from mortgage rates and lending practices) and the portion of income available for expenditures. Households will "purchase" or consume a range of goods and services, such as purchases at the supermarket or services at the bank. Purchases in the local economy in turn generate employment. The jobs generated are at different compensation levels. Some of the jobs are low paying and as a result, even when there is more than one worker in the household, there are some lower and middle-income households who cannot afford market rate housing in Newark.

The IMPLAN model quantifies jobs generated at establishments that serve new residents directly (e.g., supermarkets, banks or schools), jobs generated by increased demand at firms which service or supply these establishments, and jobs generated when the new employees spend their wages in the local economy and generate additional jobs. The IMPLAN model estimates the total impact combined.

**Net New Underlying Assumption**

An underlying assumption of the analysis is that households that purchase or rent new units represent net new households in Newark. If purchasers or renters have relocated from

elsewhere in the city, vacancies have been created that will be filled. An adjustment to new construction of units would be warranted if Newark were experiencing demolitions or loss of existing housing inventory. However, the rate of housing unit removal is so low as to not warrant an adjustment or offset.

On an individual project basis, if existing units are removed to redevelop a site to higher density, then there could be a need for recognition of the existing households in that all new units might not represent net new households, depending on the program design and number of units removed relative to new units.

Since the analysis addresses net new households in Newark and the impacts generated by their consumption expenditures, it quantifies net new demands for affordable units to accommodate new worker households. As such, the impact results do not address nor in any way include existing deficiencies in the supply of affordable housing.

**Geographic Area of Impact**

Housing impacts, like most types of impacts, occur irrespective of political boundaries. Like other types of impact analyses, such as traffic, impacts beyond city boundaries are experienced, are relevant, and are important. The City of Newark regulates land use within its boundaries and is the only jurisdiction in a position to require mitigation of impacts from new residential development occurring there, including mitigation of impacts extending beyond the City's boundaries.

While much of the housing impacts documented in the nexus analysis will occur within the City of Newark, some impacts will be experienced elsewhere in the County and beyond. The nexus analysis focuses on impacts occurring within Alameda County but includes impacts outside the County boundaries to the limited degree that households make some expenditures or seek certain services in neighboring counties. The IMPLAN model uses a data set specific to Alameda County that computes the jobs generated within the County. The input to the IMPLAN model used in the analysis is household income available for expenditures, without adjusting to a local share. While it is expected that households will make most expenditures within Alameda County, some expenditures on goods and services may occur in neighboring counties. Given the precise share is difficult to quantify particularly as relates to services such as medical care, and because expenditures occurring outside the County and the resulting impacts are still appropriately included in the nexus analysis, no adjustment to a local share is made.

**Market Rate Residential Project Types**

Five prototypical residential project types were selected for analysis in this nexus study. The prototypes were intended to represent the range of product types currently being built in Newark or which are expected in the future including:

- Single Family Detached (SFD) / Large Lot
- Single Family Detached / Small Lot
- Townhomes
- Stacked Flat Condominiums
- Apartments

**Affordability Tiers**

The nexus analysis addresses the following three income or affordability tiers:

- Very Low Income (under 50% of Area Median Income or AMI)
- Low Income (50% to 80% AMI)
- Moderate Income (80% to 120% AMI)

**Report Organization**

The report is organized into four sections as follows:

- Section A. presents information regarding the prototypical new market rate residential units and the estimated household income of purchases or renters of those units.

- Section B. describes the IMPLAN model which is used in the nexus analysis to translate household income into the estimated number of jobs in retail, restaurants, healthcare, and other sectors serving new residents.

- Section C. presents the linkage between employment growth associated with residential development and the need for new lower income housing units required in each of three income categories.

- Section D. quantifies the nexus or mitigation cost based on the cost of delivering affordable units to new worker households in each of the three lower income categories.

## A. MARKET RATE UNITS AND HOUSEHOLD INCOME

This section describes the prototypical market rate residential units and the income of the purchaser and renter households. Market rate prototypes are representative of new residential units currently being built in Newark or that are likely to be built in Newark over the next several years. Household income is estimated based on the amount necessary for the mortgage or rent payments associated with the prototypical new market rate units and becomes the basis for the input to the IMPLAN model described in Section B of this report. These are the starting points of the chain of linkages that connect new market rate units to incremental demand for affordable residential units.

This section provides a summary of the prototypes and household income. More description and supporting tables are provided in Appendix 1.

### Recent Housing Market Activity and Prototypical Units

KMA identified five residential prototypes in consultation with City staff; these prototypes are representative of the types of development that the City of Newark expects to see over the coming years. KMA then undertook a market survey of projects covering these prototypes. The survey was conducted in December 2013 and January 2014 and included the City of Newark as well as the neighboring cities of Fremont and Union City. At that time, there were no new residential projects actively marketing in Newark; however, Fremont has one new single family and two new townhome developments. KMA also obtained data on sales of existing homes in Newark, Union City and Fremont built since 1990. Stacked flat condos have been absent from the market in Newark but are included in the nexus analysis to address the potential for stacked flat condos to be built in Newark at some point in the future. For stacked flat condos, the sales price is based on an estimate of the price required for development of this prototype to become feasible.

The results of the market survey and the selection of five prototypes are summarized in the table on the following page. The main objective of the survey was to establish current sales prices or rents per unit and per square foot for the various residential project types recently developed, or expected to be developed in the future, in Newark. Table A-1 at the end of this section provides a more detailed summary of the five market rate prototypes.

It is important to note that the prototypes analysis is intended to reflect average or typical residential projects in the Newark market rather than any specific project. It would be expected that specific projects would vary to some degree from the prototypes.

In summary, the prototypes tested in the nexus analysis are as follows:

| Prototypical Residential Units | | | | | |
|---|---|---|---|---|---|
| | *Single Family / Large Lot* | *Single Family / Small Lot* | *Townhome* | *Condo* | *Apartment* |
| Avg. Unit Size | 2,500 SF | 2,000 SF | 1,500 SF | 1,300 SF | 850 SF |
| Avg. No. of Bedrooms | 4 BR | 3 BR | 3 BR | 2 BR | 2 BR |
| Avg. Sales Price / Rent | $787,500 | $700,000 | $562,500 | $580,000 | $2,000 /mo. |

**Income of Housing Unit Purchaser or Renter**

After the prototypes are established, the next step in the analysis is to determine the income of the purchasing or renting households in the prototypical units.

*Ownership Units*

To make the determination for ownership units, terms for the purchase of residential units used in the analysis are slightly less favorable than what can be achieved at the current time since current terms are not likely to endure. The selected terms for the analysis are: 20% down payment, 30 year fixed rate mortgage, 5.25% interest rate. The assumption of a 20% down payment is based on the median for purchase loans in Alameda County[1]. The interest rate at 5.25% reflects an estimate of the longer term average based on the experience over the past ten years.[2] Current rates as of February 2014 are about 1% lower. Tables A-2 through A-5 at the end of this section provide the details.

All ownership product types include an estimate of homeowners' insurance, homeowner association dues, and property taxes which are included along with the mortgage payment as part of housing expenses for purposes of determining mortgage eligibility[3]. The analysis estimates gross household income based on the assumption that these housing costs represent, on average, approximately 35% of gross income. The assumption that housing expenses represent 35% of gross income is reflective of the average for new purchase loans originated in Alameda County[4] and is consistent with criteria used by lenders to determine mortgage eligibility[5].

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[1] Median down payment at 20% is based on Freddie Mac data on its portfolio of mortgages within zip codes corresponding to Alameda County and is specific to principal residence purchase loans originated during 2nd quarter of 2012, the most recent period available at the time the data was accessed.

[2] Based on Freddie Mac Primary Mortgage Market Survey weekly average rates for 30 year fixed rate mortgages during the period from 2004 through 2013.

[3] Housing expenses are combined with other debt payments such as credit cards and auto loans to compute a Debt To Income (DTI) ratio which is a key criteria used for determining mortgage eligibility.

[4] New purchase loans in Alameda County have an average debt to income ratio of 34.96% based on data from Freddie Mac on its portfolio of mortgages within zip codes corresponding to Alameda County and specific to principal residence purchase loans originated during 2nd quarter of 2012, the most recent period available at the time the data was accessed. Debt to income ratio includes other forms of debt such as student loans, credit cards, and auto loans which suggests a ratio including only housing expenses would be less than 35%. Applying a ratio below 35% in the analysis would have produced a higher estimate of gross household income and higher resulting nexus findings; therefore, application of a 35% ratio represents a conservative assumption for purposes of the nexus analysis.

*Apartment Units*

Household income for renter households is estimated based on the assumption that rent represents, on average, 30% of gross household income, a percentage that is consistent with the average for Newark reported by the Census of 28.9%.[6] While slightly above the average from the Census, the 30% factor was selected for consistency with the California Health and Safety Code standard for relating income to affordable rent levels[7]. Selection of 30% produces a lower estimate of gross household income and lower resulting nexus conclusions than if the exact average from the Census at 28.9% were used; therefore, this represents a conservative approach for purposes of the nexus analysis. While leasing agents and landlords may permit rental payments to represent a slightly higher share of total income, use of the 30% factor, which is representative of the average, is appropriate. Further, many renters will choose to spend less than 30% of their income on rent where possible, since, unlike an ownership situation, the unit is not viewed as an investment with value enhancement potential. The resulting relationship is that annual household income is 3.3 times annual rent.

The estimated gross household incomes of the purchasers or renters of the prototype units are calculated in tables A-2 through A-6, and summarized below.

| *Household Income* | | | | | |
|---|---|---|---|---|---|
| | *Single Family / Large Lot* | *Single Family / Small Lot* | *Townhome* | *Condo* | *Apartment* |
| Gross Household Income | $159,000 | $142,000 | $116,000 | $124,000 | $80,000 |

**Income Available for Expenditures**

The input into the IMPLAN model used in this analysis is the net income available for expenditures. To arrive at income available for expenditures, gross income must be adjusted for Federal and State income taxes, contributions to Social Security and Medicare, savings, and payments on household debt. Per KMA correspondence with the producers of the IMPLAN model (IMPLAN Group LLC), other taxes including sales tax, gas tax, and property tax are handled internally within the model as part of the analysis of expenditures. Housing costs are addressed separately, as described below, and so are not deducted as part of this adjustment step. Table A-7 at the end of this section shows the calculation of income available for expenditures.

Income available for expenditures is estimated at approximately 67% of gross income in the case of the ownership prototypes. The estimate is based on a review of data from the Internal

[5] Fannie Mae mortgage underwriting eligibility criteria establishes a debt to income threshold of 36% above which tighter credit standards apply. A debt to income ratio of up to 45% is permitted for borrowers meeting specified credit criteria; however, most households have other forms of debt such as credit cards, student loans, and auto loans that would be considered as part of this ratio.

[6] 2010-2012 American Community Survey.

[7] Health and Safety Code Section 50052.5 defines affordable rent levels based on 30% of income.

Revenue Service and California Franchise Tax Board tax tables. Per the Internal Revenue Service, households earning between $100,000 and $200,000 per year, or the residents of our prototypical ownership units, will pay an average of 13% of gross income for federal taxes. State taxes are estimated to average 5% of gross income based on tax rates per the California Franchise Tax Board. The employee share of the FICA payroll taxes for Social Security and Medicare is 7.65% of gross income (conservatively assumes all earners in the household are within the $117,000 ceiling on income subject to Social Security taxes).

Savings and repayment of household debt represent another necessary adjustment to gross income. Savings includes various IRA and 401 K type programs as well as non-retirement household savings and investments. Debt repayment includes auto loans, credit cards, and all other non-mortgage debt. Savings and repayment of debt are estimated to represent a combined 8% of gross income based on the 20 year average derived from United States Bureau of Economic Analysis data.

The percentage of income available for expenditure for input into the IMPLAN model is prior to deducting housing costs. The reason is for consistency with the IMPLAN model which defines housing costs as expenditures. The IMPLAN model addresses the fact that expenditures on housing do not generate employment to the degree other expenditures such as retail or restaurants do, but there is some limited maintenance and property management employment generated.

After deducting income taxes, Social Security, Medicare, savings, and repayment of debt, for purchasers of one of the new ownership prototypes, the estimated income available for expenditures is 67%. This is the factor used to adjust from gross income to the income available for expenditures for input into the IMPLAN model. As indicated above, other forms of taxation such as property tax are handled internally within the IMPLAN model.

Income available for expenditures for the prototypical renter household is based on the same evaluation, but a lower income tax bracket applies to the renter households. The result is that the renter household would have an estimated 71% of income available for expenditures. The rate of savings and debt repayment is assumed to be the same for the renter household as for households in the ownership prototypes.

Estimates of household income available for expenditures are presented in the following table:

| Income Available for Expenditures | | | | | |
|---|---|---|---|---|---|
| | *Single Family / Large Lot* | *Single Family / Small Lot* | *Townhome* | *Condo* | *Apartment* |
| Gross Household Income | $159,000 | $142,000 | $116,000 | $124,000 | $80,000 |
| Percent Income Available for Expenditures | 67% | 67% | 67% | 67% | 71% |
| Household Income Available for Expenditures [Input to IMPLAN model] | $107,000 | $95,000 | $78,000 | $83,000 | $57,000 |

The nexus analysis is conducted on 100-unit building modules for ease of presentation, and to avoid awkward fractions. Tables A-8 and A-9 summarize the conclusions of this section and calculate the household income for the 100-unit building modules. This is the input into the IMPLAN model.

**TABLE A-1**
**SUMMARY OF PROTOTYPES**
**RESIDENTIAL NEXUS ANALYSIS**
**CITY OF NEWARK, CA**

| | Large Lot Single Family Detached | Small Lot Single Family Detached | Townhomes | Stacked Flat Condominiums | 2-3 Story Apartments |
|---|---|---|---|---|---|
| Density | 8 du/acre | 12 du/acre | 18 du/acre | 50 | 25 du/acre |
| Average Unit Size | 2,500 sf | 2,000 sf | 1,500 sf | 1,300 sf | 850 sf |
| Avg. Number of Bedrooms | 4 BR | 3 BR | 3 BR | 2 BR | 2 BR |
| Market Rate Price | $315 $787,500 | $350 $700,000 | $375 $562,500 | $446 $580,000 [1] | $2.35 $2,000 |

[1] Stacked Flat Condomium based on feasible price.

**TABLE A-2**
**PROTOTYPE 1: SFD / LARGE LOT**
**SALES PRICE TO INCOME RATIO**
**RESIDENTIAL NEXUS ANALYSIS**
**CITY OF NEWARK, CA**

| | | | Prototype 1<br>SFD / Large Lot |
|---|---|---|---|
| Sales Price | $315 /SF | 2,500 SF [1] | $787,500 [1] |
| Mortgage Payment | | | |
| Downpayment @ 20% | | 20% [2] | $157,500 |
| Loan Amount | | | $630,000 |
| Interest Rate | | | 5.25% [3] |
| Term of Mortgage | | | 30 years |
| Annual Mortgage Payment | | | $41,700 |
| Other Costs | | | |
| Property Taxes | 1.25% | of sales price [4] | $9,800 |
| HOA Dues / Maintenance | $200 | per month [5] | $2,400 |
| Homeowner Insurance | 0.20% | sale price [6] | $1,600 |
| Total Annual Housing Cost | | | $55,500 |
| % of Income Spent on Hsg | | | 35% [7] |
| **Annual Household Income Required** | | | **$159,000** |
| Sales Price to Income Ratio | | | 5.0 |

Notes

(1) Based on Market Survey.

(2) Median down payment at 20% is based on Freddie Mac data on its portfolio of mortgages within zip codes corresponding to Alameda County and specific to principal residence purchase loans originated during 2nd quarter of 2012.

(3) Average mortgage interest rate for prior 10 years derived from Freddie Mac Primary Mortgage Market Survey and about 0.75% above current favorable rates. Based on weekly average rates for 30 year fixed rate mortgages during the period from 2004 through 2013.

(4) 1.25% property tax rate is inclusive of ad valorem taxes plus estimated fixed charges and assessments.

(5) Based on HOA dues for new single family project currently selling in Fremont from the Market Survey.

(6) Estimated from quote obtained from Progressive Insurance.

(7) Based on Freddie Mac data on mortgages originated in Alameda County which reflect an average debt to income ratio of 35% including both housing expenses and other debt like auto loans and credit cards. Were other debt excluded, the ratio would likely be lower than 35%. Using a ratio less than 35% would have increased the supported maximum fee levels from those reflected in the analysis; therefore, 35% represents a conservative estimate.

**TABLE A-3**
**PROTOTYPE 2: SFD / SMALL LOT**
**SALES PRICE TO INCOME RATIO**
**RESIDENTIAL NEXUS ANALYSIS**
**CITY OF NEWARK, CA**

| | | | Prototype 2 SFD / Small Lot |
|---|---|---|---|
| Sales Price | $350 /SF | 2,000 SF [1] | $700,000 [1] |
| Mortgage Payment | | | |
| Downpayment @ 20% | | 20% [2] | $140,000 |
| Loan Amount | | | $560,000 |
| Interest Rate | | | 5.25% [3] |
| Term of Mortgage | | | 30 years |
| Annual Mortgage Payment | | | $37,100 |
| Other Costs | | | |
| Property Taxes | 1.25% | of sales price [4] | $8,800 |
| HOA Dues / Maintenance | $200 | per month [5] | $2,400 |
| Homeowner Insurance | 0.20% | sale price [6] | $1,400 |
| Total Annual Housing Cost | | | $49,700 |
| % of Income Spent on Hsg | | | 35% [7] |
| **Annual Household Income Required** | | | **$142,000** |
| Sales Price to Income Ratio | | | 4.9 |

Notes

(1) Based on Market Survey.

(2) Median down payment at 20% is based on Freddie Mac data on its portfolio of mortgages within zip codes corresponding to Alameda County and specific to principal residence purchase loans originated during 2nd quarter of 2012.

(3) Average mortgage interest rate for prior 10 years derived from Freddie Mac Primary Mortgage Market Survey and about 0.75% above current favorable rates. Based on weekly average rates for 30 year fixed rate mortgages during the period from 2004 through 2013.

(4) 1.25% property tax rate is inclusive of ad valorem taxes plus estimated fixed charges and assessments.

(5) Based on HOA dues for new single family project currently selling in Fremont from the Market Survey.

(6) Estimated from quote obtained from Progressive Insurance.

(7) Based on Freddie Mac data on mortgages originated in Alameda County which reflect an average debt to income ratio of 35% including both housing expenses and other debt like auto loans and credit cards. Were other debt excluded, the ratio would likely be lower than 35%. Using a ratio less than 35% would have increased the supported maximum fee levels from those reflected in the analysis; therefore, 35% represents a conservative estimate.

**TABLE A-4**
**PROTOTYPE 3: TOWNHOME**
**SALES PRICE TO INCOME RATIO**
**RESIDENTIAL NEXUS ANALYSIS**
**CITY OF NEWARK, CA**

| | | | Prototype 3 Townhome |
|---|---|---|---|
| Sales Price | $375 /SF | 1,500 SF [1] | $562,500 [1] |
| Mortgage Payment | | | |
| Downpayment @ 20% | | 20% [2] | $112,500 |
| Loan Amount | | | $450,000 |
| Interest Rate | | | 5.25% [3] |
| Term of Mortgage | | | 30 years |
| Annual Mortgage Payment | | | $29,800 |
| Other Costs | | | |
| Property Taxes | 1.25% | of sales price [4] | $7,000 |
| HOA Dues / Maintenance | $235 | per month [5] | $2,820 |
| Homeowner Insurance | 0.20% | sale price [6] | $1,100 |
| Total Annual Housing Cost | | | $40,720 |
| % of Income Spent on Hsg | | | 35% [7] |
| **Annual Household Income Required** | | | **$116,000** |
| Sales Price to Income Ratio | | | 4.8 |

Notes

(1) Based on Market Survey.

(2) Median down payment at 20% is based on Freddie Mac data on its portfolio of mortgages within zip codes corresponding to Alameda County and specific to principal residence purchase loans originated during 2nd quarter of 2012.

(3) Average mortgage interest rate for prior 10 years derived from Freddie Mac Primary Mortgage Market Survey and about 0.75% above current favorable rates. Based on weekly average rates for 30 year fixed rate mortgages during the period from 2004 through 2013.

(4) 1.25% property tax rate is inclusive of ad valorem taxes plus estimated fixed charges and assessments.

(5) Based on average HOA dues for two townhome projects currently selling in Fremont identified in the market survey.

(6) Estimated from quote obtained from Progressive Insurance for HO-6 "walls in" policy covering interior of unit and personal property. Exterior of structure and common area assumed to be covered by separate homeowners association policy.

(7) Based on Freddie Mac data on mortgages originated in Alameda County which reflect an average debt to income ratio of 35% including both housing expenses and other debt like auto loans and credit cards. Were other debt excluded, the ratio would likely be lower than 35%. Using a ratio less than 35% would have increased the supported maximum fee levels from those reflected in the analysis; therefore, 35% represents a conservative estimate.

**TABLE A-5**
**PROTOTYPE 4: CONDO**
**SALES PRICE TO INCOME RATIO**
**RESIDENTIAL NEXUS ANALYSIS**
**CITY OF NEWARK, CA**

| | | | Prototype 4 Condo |
|---|---|---|---|
| Sales Price | $446 /SF | 1,300 SF [1] | $580,000 [1] |
| Mortgage Payment | | | |
| Downpayment @ 20% | | 20% [2] | $116,000 |
| Loan Amount | | | $464,000 |
| Interest Rate | | | 5.25% [3] |
| Term of Mortgage | | | 30 years |
| Annual Mortgage Payment | | | $30,700 |
| Other Costs | | | |
| Property Taxes | 1.25% | of sales price [4] | $7,300 |
| HOA Dues / Maintenance | $350 | per month [5] | $4,200 |
| Homeowner Insurance | 0.20% | sale price [6] | $1,200 |
| Total Annual Housing Cost | | | $43,400 |
| % of Income Spent on Hsg | | | 35% [7] |
| **Annual Income Required** | | | **$124,000** |
| Sales Price to Income Ratio | | | 4.7 |

Notes

(1) No new or newer stacked flat condos were identified in the market survey. Price represents an estimate of the sales price required for development feasibility.

(2) Median down payment at 20% is based on Freddie Mac data on its portfolio of mortgages within zip codes corresponding to Alameda County and specific to principal residence purchase loans originated during 2nd quarter of 2012.

(3) Average mortgage interest rate for prior 10 years derived from Freddie Mac Primary Mortgage Market Survey and about 0.75% above current favorable rates. Based on weekly average rates for 30 year fixed rate mortgages during the period from 2004 through 2013.

(4) 1.25% property tax rate is inclusive of ad valorem taxes plus estimated fixed charges and assessments.

(5) Based on average HOA dues for a sampling of existing 2 bedroom condos in Newark as reported by MLS.

(6) Estimated from quote obtained from Progressive Insurance for HO-6 "walls in" policy covering interior of unit and personal property. Exterior of structure and common area assumed to be covered by separate homeowners association policy.

(7) Based on Freddie Mac data on mortgages originated in Alameda County which reflect an average debt to income ratio of 35% including both housing expenses and other debt like auto loans and credit cards. Were other debt excluded, the ratio would likely be lower than 35%. Using a ratio less than 35% would have increased the supported maximum fee levels from those reflected in the analysis; therefore, 35% represents a conservative estimate.

**TABLE A-6**
**PROTOTYPE 5: RENTAL**
**RENT TO INCOME RATIO**
**RESIDENTIAL NEXUS ANALYSIS**
**CITY OF NEWARK, CA**

| | | | Prototype 5 Rental |
|---|---|---|---|
| Market Rent | | | |
| Monthly | $2.35 /SF | 850 SF [1] | $2,000 [2] |
| Annual | | | $24,000 |
| % of Income Spent on Rent (excludes utilities) | | | 30% [3] |
| **Annual Household Income Required** | | | **$80,000** |
| Annual Rent to Income Ratio | | | 3.3 |

Notes

(1) No new or newer stacked flat condos were identified in the market survey. Price represents an estimate of the sales price required for development feasibility.

(2) Based on the results of the market survey. Represents rent levels applicable to new units.

(3) Renter households are assumed to spend 30% of income on rent, or slightly more than the median for Newark renter households at 29.1% and slightly less than the median for all of Alameda County at 31% per the 2008 - 2012 American Community Survey. While landlords may permit rental payments to represent a slightly higher share of total income, 30% represents an average.

**TABLE A-7**
**INCOME AVAILABLE FOR EXPENDITURES[1]**
**RESIDENTIAL NEXUS ANALYSIS**
**CITY OF NEWARK, CA**

| | Prototype 1: SFD / Large Lot | Prototype 2: SFD / Small Lot | Prototype 3: Townhome | Prototype 4: Condo | Prototype 5: Rental |
|---|---|---|---|---|---|
| Gross Income | 100% | 100% | 100% | 100% | 100% |
| (Less) Federal Income Taxes (avg. rate)[2] | 12.7% | 12.7% | 12.7% | 12.7% | 9.5% |
| (Less) Average State Income Tax Rate[3] | 5% | 5% | 5% | 5% | 4% |
| (Less) FICA Tax Rate[4] | 7.65% | 7.65% | 7.65% | 7.65% | 7.65% |
| (Less) Savings and other deductions[5] | 8% | 8% | 8% | 8% | 8% |
| *Percent of Income Available for Expenditures[6] [Input to IMPLAN model]* | *67%* | *67%* | *67%* | *67%* | *71%* |

Notes:

[1] Gross income after deduction of taxes and savings. Income available for expenditures is the input to the IMPLAN model which is used to estimate the resulting employment impacts. Housing costs are not deducted as part of this adjustment step because they are addressed separately as expenditures within the IMPLAN model.

[2] Reflects average tax rates (as opposed to marginal) based on U.S. Internal Revenue Services, Tax Statistics, Table 3.2 Returns with Total Income Tax: Total Income Tax as a Percentage of Adjusted Gross Income, by Selected Marital Status and Size of Adjusted Gross Income, Tax Year 2011 (2011 tax year is the most recent available). For Prototypes 1 - 4, the average tax rate for AGI of $100,000 to $200,000 of 12.7% is applied. For Prototype 5, the average tax rate for AGI of $75,000 to $100,000 of 9.5% is applied.

[3] Average tax rate estimated by KMA based on marginal rates per the California Franchise Tax Board and ratios of taxable income to gross income estimated based on U.S. Internal Revenue Service data. The higher average tax rates applicable to single or married filing separately tax filers is applied in the analysis so as to produce a conservative (likely understated) estimate.

[4] For Social Security and Medicare. Conservatively assumes all income will be subject to Social Security taxes. The current ceiling on applicability of Social Security taxes is $117,000 (ceiling applies per earner not per household).

[5] Household savings including retirement accounts like 401k / IRA and other deductions such as interest costs on credit cards, auto loans, etc, necessary to determine the amount of income available for expenditures. The 8% rate used in the analysis is based on the average over the past 20 years computed from U.S. Bureau of Economic Analysis data, specifically the National Income and Product Accounts, Table 2.1 "Personal Income and It's Disposition."

[6] Deductions from gross income to arrive at the income available for expenditures are consistent with the way the IMPLAN model and National Income and Product Accounts (NIPA) defines income available for personal consumption expenditures. Income taxes, contributions to Social Security and Medicare, and savings are deducted; however, property taxes and sales taxes are not. Housing costs are not deducted as part of the adjustment because they are addressed separately as expenditures within the IMPLAN model.

**TABLE A-8**
**FOR SALE PROTOTYPES: SALES PRICE TO INCOME SUMMARY**
**RESIDENTIAL NEXUS ANALYSIS**
**CITY OF NEWARK, CA**

| | | Per Unit | Per Sq.Ft. | 100 Unit Building Module |
|---|---|---|---|---|
| *Page 1 of 2* | | | | |
| **PROTOTYPE 1: SFD / LARGE LOT** | | | | |
| Units | | | | *100 Units* |
| Building Sq.Ft. (net salable area) | | 2,500 | | 250,000 |
| Sales Price | | $787,500 | $315 | $78,750,000 |
| Sales Price to Income Ratio | | 5.0 | | 5.0 |
| Gross Household Income | | $159,000 | | $15,900,000 |
| Income Available for Expenditur | 67% of gross | $107,000 | | **$10,650,000** |
| **PROTOTYPE 2: SFD / SMALL LOT** | | | | |
| Units | | | | *100 Units* |
| Building Sq.Ft. (net salable area) | | 2,000 | | 200,000 |
| Sales Price | | $700,000 | $350 | $70,000,000 |
| Sales Price to Income Ratio | | 4.9 | | 4.9 |
| Gross Household Income | | $142,000 | | $14,200,000 |
| Income Available for Expenditur | 67% of gross | $95,000 | | **$9,510,000** |

**TABLE A-8**
**FOR SALE PROTOTYPES: SALES PRICE TO INCOME SUMMARY**
**RESIDENTIAL NEXUS ANALYSIS**
**CITY OF NEWARK, CA**

| | | Per Unit | Per Sq.Ft. | 100 Unit Building Module |
|---|---|---|---|---|
| *Page 2 of 2* | | | | |
| **PROTOTYPE 3: TOWNHOME** | | | | |
| Units | | | | *100 Units* |
| Building Sq.Ft. (net salable area) | | 1,500 | | 150,000 |
| Sales Price | | $562,500 | $375 | $56,250,000 |
| Sales Price to Income Ratio | | 4.8 | | 4.8 |
| Gross Household Income | | $116,000 | | $11,600,000 |
| Income Available for Expenditur | 67% of gross | $78,000 | | **$7,770,000** |
| **PROTOTYPE 4: CONDO** | | | | |
| Units | | | | *100 Units* |
| Building Sq.Ft. (net salable area) | | 1,300 | | 130,000 |
| Sales Price | | $580,000 | $446 | $58,000,000 |
| Sales Price to Income Ratio | | 4.7 | | 4.7 |
| Gross Household Income | | $124,000 | | $12,400,000 |
| Income Available for Expenditur | 67% of gross | $83,000 | | **$8,310,000** |

Notes:
(1) Represents net income available for expenditures after income tax, payroll taxes, and savings. See Table A-7 for derivation.

Source: See Tables A-2 to A-7.

**TABLE A-9**
**NEW MARKET RATE RESIDENTIAL HOUSEHOLD SUMMARY**
**RESIDENTIAL NEXUS ANALYSIS**
**CITY OF NEWARK, CA**

| | Per Unit | Per Sq.Ft. | 100 Unit Building Module |
|---|---|---|---|
| **PROTOTYPE 5: RENTAL** | | | |
| Units | | | *100 Units* |
| Building Sq.Ft. (net rentable area) | 850 | | 85,000 |
| Rent | | | |
| Monthly | $2,000 | $2.35 /SF | $200,000 |
| Annual | $24,000 | $28.20 /SF | $2,400,000 |
| Rent to Income Ratio | 3.3 | | 3.3 |
| Gross Household Income | $80,000 | | $8,000,000 |
| Income Available for Expenditure[1] 71% of gross | $57,000 | | **$5,680,000** |

Notes:
(1) Represents net income available for expenditures after income tax, payroll taxes, and savings. See Table A-7 for derivation.

Source: Table A-6 and A-7.

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## B. THE IMPLAN MODEL

Consumer spending by residents of new housing units will create jobs, particularly in sectors such as restaurants, health care, and retail, which are closely connected to the expenditures of residents. The widely used economic analysis tool, IMPLAN (IMpact Analysis for PLANning), was used to quantify these new jobs by industry sector.

### IMPLAN Model Description

The IMPLAN model is an economic analysis software package now commercially available through the IMPLAN Group, LLC. IMPLAN was originally developed by the U.S. Forest Service, the Federal Emergency Management Agency, and the U.S. Department of the Interior Bureau of Land Management and has been in use since 1979 and refined over time. It has become a widely used tool for analyzing economic impacts for a broad range of applications from major construction projects to natural resource programs.

IMPLAN is based on an input-output accounting of commodity flows within an economy from producers to intermediate and final consumers. The model establishes a matrix of supply chain relationships between industries and also between households and the producers of household goods and services. Assumptions about the portion of inputs or supplies for a given industry likely to be met by local suppliers, and the portion supplied from outside the region or study area are derived internally within the model using data on the industrial structure of the region.

The output or result of the model is generated by tracking changes in purchases for final use (final demand) as they filter through the supply chain. Industries that produce goods and services for final demand or consumption must purchase inputs from other producers, which in turn, purchase goods and services. The model tracks these relationships through the economy to the point where leakages from the region stop the cycle. This allows the user to identify how a change in demand for one industry will affect a list of over 400 other industry sectors. The projected response of an economy to a change in final demand can be viewed in terms of economic output, employment, or income.

Data sets are available for each county and state, so the model can be tailored to the specific economic conditions of the region being analyzed. This analysis utilizes the data set for Alameda County. As will be discussed, much of the employment impact is in local-serving sectors, such as retail, eating and drinking establishments, and medical services. A significant portion of these jobs will be located in Newark or nearby. In addition, the employment impacts will extend throughout the County and beyond based on where jobs are located that serve Newark residents. In fact, Newark is part of the larger Bay Area economy and impacts will likewise extend throughout the region.

**Application of the IMPLAN Model to Estimate Job Growth**

The IMPLAN model was applied to link income to household expenditures to job growth. Employment generated by the household income of residents is analyzed in modules of 100 residential units to simplify communication of the results and avoid awkward fractions. The IMPLAN model distributes spending among various types of goods and services (industry sectors) based on data from the Consumer Expenditure Survey and the Bureau of Economic Analysis Benchmark input-output study, to estimate employment generated.

Job creation, driven by increased demand for products and services, was projected for each of the industries that will serve the new households. The employment generated by this new household spending is summarized below.

| *Jobs Generated Per 100 Units* | | | | | |
|---|---|---|---|---|---|
| | *Single Family / Large Lot* | *Single Family / Small Lot* | *Townhome* | *Condo* | *Apartment* |
| Annual Household Expenditures, 100 Units | $10,650,000 | $9,510,000 | $7,770,000 | $8,310,000 | $5,680,000 |
| Total Jobs Generated, 100 Units | 73.1 | 64.8 | 53.0 | 56.6 | 37.5 |

Table B-1 provides a detailed summary of employment generated by industry. The table shows industries sorted by projected employment. The Consumer Expenditure Survey published by the Bureau of Labor Statistics tracks expenditure patterns by income level. IMPLAN utilizes this data to reflect the pattern by income bracket. In the case of the Newark prototypes, the large lot single family units are in the $150,000 and up income category, while the other ownership prototypes are in the $100,000 to $150,000 category and the apartment prototype is in the $75,000 to $100,000 category. Estimated employment is shown for each IMPLAN industry sector representing 1% or more of total employment. The jobs that are generated are heavily retail jobs, jobs in restaurants and other eating establishments, and in services that are provided locally such as health care. The jobs counted in the IMPLAN model cover all jobs, full and part time, similar to the U.S. Census and all reporting agencies (unless otherwise indicated).

**TABLE B-1**

**IMPLAN MODEL OUTPUT**
**EMPLOYMENT GENERATED**
**RESIDENTIAL NEXUS ANALYSIS**
**CITY OF NEWARK, CA**

*Per 100 Market Rate Units*

| | Prototype 1: SFD / Large Lot | Prototype 2: SFD / Small Lot | Prototype 3: Townhome | Prototype 4: Condo | Prototype 5: Rental | % of Jobs |
|---|---|---|---|---|---|---|
| **Household Expenditures (100 Market Rate Unit** | $10,650,000 | $9,510,000 | $7,770,000 | $8,310,000 | $5,680,000 | |
| **Jobs Generated by Industry [2]** | | | | | | |
| Retail Stores - Food and beverage | 2.7 | 2.3 | 1.9 | 2.0 | 1.2 | 4% |
| Retail Stores - General merchandise | 2.6 | 2.2 | 1.8 | 2.0 | 1.2 | 3% |
| Retail Stores - Motor vehicle and parts | 1.6 | 1.4 | 1.1 | 1.2 | 0.7 | 2% |
| Retail Stores - Miscellaneous | 1.6 | 1.4 | 1.1 | 1.2 | 0.7 | 2% |
| Retail Stores - Clothing and accessories | 1.5 | 1.3 | 1.1 | 1.1 | 0.7 | 2% |
| Retail Stores - Health and personal care | 1.1 | 0.9 | 0.8 | 0.8 | 0.5 | 1% |
| Retail Stores - Building and garden supply | 0.9 | 0.7 | 0.6 | 0.6 | 0.4 | 1% |
| Retail Nonstores - Direct and electronic sales | 0.8 | 0.7 | 0.6 | 0.6 | 0.4 | 1% |
| Subtotal Retail | 12.9 | 11.0 | 9.0 | 9.6 | 5.8 | 17% |
| Offices of physicians and dentists | 4.0 | 4.1 | 3.4 | 3.6 | 2.5 | 6% |
| Private hospitals | 3.4 | 3.5 | 2.8 | 3.0 | 2.1 | 5% |
| Nursing and residential care facilities | 2.4 | 2.5 | 2.0 | 2.2 | 1.5 | 4% |
| Medical and diagnostic labs and outpatient care | 1.0 | 1.0 | 0.8 | 0.9 | 0.6 | 2% |
| Subtotal Health Care | 10.8 | 11.1 | 9.1 | 9.7 | 6.8 | 17% |
| Food services and drinking places | 9.5 | 9.0 | 7.4 | 7.9 | 5.3 | 14% |
| Real estate including property management | 2.3 | 2.4 | 1.9 | 2.1 | 1.8 | 4% |
| Private household operations | 2.6 | 2.1 | 1.8 | 1.9 | 1.2 | 3% |
| Wholesale trade businesses | 1.6 | 1.8 | 1.5 | 1.6 | 1.4 | 3% |
| Individual and family services | 1.9 | 1.6 | 1.3 | 1.4 | 0.8 | 2% |
| Civic, social, professional organizations | 1.3 | 1.1 | 0.9 | 1.0 | 0.6 | 2% |
| Other private educational services | 1.8 | 1.1 | 0.9 | 1.0 | 0.5 | 2% |
| Elementary and secondary schools | 1.7 | 1.1 | 0.9 | 1.0 | 0.5 | 2% |
| Personal care services | 1.1 | 1.0 | 0.8 | 0.9 | 0.6 | 2% |
| Employment services | 1.1 | 1.0 | 0.8 | 0.9 | 0.6 | 2% |
| Banking and depository credit | 1.0 | 0.9 | 0.7 | 0.8 | 0.5 | 1% |
| Home health care services | 0.8 | 0.8 | 0.7 | 0.7 | 0.5 | 1% |
| Securities, investments, and related | 0.9 | 0.7 | 0.6 | 0.7 | 0.4 | 1% |
| Automotive repair and maintenance | 0.8 | 0.7 | 0.6 | 0.6 | 0.4 | 1% |
| Services to buildings and dwellings | 0.8 | 0.7 | 0.6 | 0.6 | 0.4 | 1% |
| Child day care services | 1.2 | 0.7 | 0.6 | 0.6 | 0.3 | 1% |
| Grantmaking and social advocacy organizations | 0.8 | 0.6 | 0.5 | 0.5 | 0.3 | 1% |
| Colleges, universities, and professional schools | 0.9 | 0.5 | 0.4 | 0.4 | 0.2 | 1% |
| All Other | 17.2 | 14.7 | 12.0 | 12.8 | 8.3 | 23% |
| **Total Number of Jobs Generated** | 73.1 | 64.8 | 53.0 | 56.6 | 37.5 | 100% |

[1] Estimated employment generated by expenditures of households within 100 prototypical market rate units. Employment estimates are based on the IMPLAN Group's economic model, IMPLAN, for Alameda County.

[2] For Industries representing more than 1% of total employment.

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## C. THE KMA JOBS HOUSING NEXUS MODEL

This section presents a summary of the analysis linking the employment growth associated with residential development, or the output of the IMPLAN model (see Section B), to the estimated number of lower income housing units required in each of three income categories, for each of the five residential prototype units.

### Analysis Approach and Framework

The analysis approach is to examine the employment growth for industries related to consumer spending by residents in the 100-unit modules. Then, through a series of linkage steps, the number of employees is converted to households and housing units by affordability level. The findings are expressed in terms of numbers of affordable units per 100 market rate units.

The analysis addresses the affordable unit demand associated with single family detached, townhomes, condos, and rental units in Alameda County. The table below shows the 2014 Alameda County Area Median Income (AMI), as well as the income limits for the three categories that were evaluated: Very Low (50% of AMI), Low (80% of AMI), and Moderate (120% of AMI). The income definitions used in the analysis are those published by the California Department of Housing and Community Development (HCD).

*2014 Income Limits for Alameda County*

| | Household Size (Persons) | | | | | |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 + |
| Very Low (30% - 50% AMI) | $32,750 | $37,400 | $42,100 | $46,750 | $50,500 | $54,250 |
| Low (50%-80% AMI) | $47,350 | $54,100 | $60,850 | $67,600 | $73,050 | $78,450 |
| Moderate (80%-120% AMI) | $78,550 | $89,750 | $101,000 | $112,200 | $121,200 | $130,150 |
| Median (100% of Median) | $65,450 | $74,800 | $84,150 | $93,500 | $101,000 | $108,450 |

The analysis is conducted using a model that KMA developed and has applied to similar evaluations in many other jurisdictions. The model inputs are all local data to the extent possible, and are fully documented in the following description.

### Analysis Steps

The tables at the end of this section present a summary of the nexus analysis steps for the prototype units. Following is a description of each step of the analysis.

*Step 1 – Estimate of Total New Employees*

Table C-1 commences with the total number of employees associated with the new market rate units. The employees were estimated based on household expenditures of new residents using the IMPLAN model (see Section B).

*Step 2 –Changing Industries Adjustment and Net New Jobs*

The local economy, like that of the U.S. as a whole, is constantly evolving. In the Oakland, Fremont, Hayward Metropolitan Division (defined as Alameda and Contra Costa Counties), over the past twenty years, employment in manufacturing sectors of the economy has continued to decline along with employment in State and Federal government, telecommunications, and banking. Defense related employment has also declined from around 12,000 jobs twenty years ago to near zero today. Jobs lost over the last decade in these declining sectors were replaced by job growth in other industry sectors.

Step 2 makes an adjustment to take these declines, changes and shifts within all sectors of the economy into account recognizing that jobs added are not 100% net new in all cases. A 25% adjustment is utilized based on the long term shifts in employment that have occurred in some sectors of the local economy and the likelihood of continuing changes in the future. Long term declines in employment experienced in some sectors of the economy mean that some of the new jobs are being filled by workers that have been displaced from another industry and who are presumed to already have housing locally. Existing workers downsized from declining industries are assumed to be available to fill a portion of the new retail, restaurant, health care, and other jobs associated with services to residents. This is a conservative assumption given some displaced workers may exit the workforce entirely by retiring rather than seek a new job in one of the industries serving new residents.

The 25% downward adjustment used for purposes of the analysis was derived from California Employment Development Department data on employment by industry in Alameda and Contra Costa County over the twenty year period from 2012 to 1992. The 2012 data set reflects a higher unemployment rate at 9% than the 6.6% unemployment rate in 1992 which will tend to overstate any long term declines since the 2012 data also reflects some cyclical or short term declines relative to the 1992 employment data. Over this period, approximately 38,000 jobs were lost in declining industry sectors. Over the same period, growing and stable industries added a total of 158,000 jobs. Figures are adjusted to exclude losses in department of defense employment given there are almost no defense jobs left in the area and so continuing declines in this sector is not expected to be a factor in the in the future. The figures are used to establish a ratio between jobs lost in declining industries to jobs gained in growing and stable industries at 25%[8]. The 25% factor is applied as an adjustment in the analysis, effectively assuming one in

[8] The 25% ratio is calculated as 38,000 jobs lost in declining sectors excluding defense divided by 158,000 jobs gained in growing and stable sectors = 23.9% (rounded to 25%).

every four new jobs is filled by a worker down-sized from a declining industry and who already lives locally.

*Step 3 – Adjustment from Employees to Employee Households*

This step (Table C-1) converts the number of employees to the number of employee households, recognizing that there is, on average, more than one worker per household, and thus the number of housing units in demand for new workers is reduced. The workers-per-worker-household ratio eliminates from the equation all non-working households, such as retired persons, students, and those on public assistance. The County average of 1.61 workers per worker household (from the U. S. Census Bureau 2010-2012 American Community Survey) is used for this step in the analysis. The number of jobs is divided by 1.61 to determine the number of worker households. This ratio is distinguished from the overall number of workers per household in that the denominator includes only households with at least one worker. If the average number of workers in all households were used, it would have produced a greater demand for housing units. The 1.61 ratio covers all workers, full and part time.

*Step 4 – Occupational Distribution of Employees*

The occupational breakdown of employees is the first step to arrive at income level. The output from the IMPLAN model provides the number of employees by industry sector, shown in Table B-1. The IMPLAN output is paired with data from the Department of Labor, Bureau of Labor Statistics May 2012 Occupational Employment Survey (OES) to estimate the occupational composition of employees for each industry sector.

*Step 4a - Translation from IMPLAN Industry Codes to NAICS Industry Codes*

The output of the IMPLAN model is jobs by industry sector using IMPLAN's own industry classification system which consists of 440 industry sectors. The OES occupation data uses the North American Industry Classification System (NAICS). Estimates of jobs by IMPLAN sector must be translated into estimates by NAICS code for consistency with the OES data.

The NAICS system is organized into industry codes ranging from two- to six-digits. Two-digit codes are the broadest industry categories and six-digit codes are the most specific. Within a two-digit NAICS code, there may be several three-digit codes and within each three digit code, several four-digit codes, etc. A chart published by IMPLAN relates each IMPLAN industry sector with one or more NAICS codes, with matching NAICS codes ranging from the two-digit level to the five-digit level. For purposes of the nexus analysis, all employment estimates must be aggregated to the four digit NAICS code level to align with OES data which is organized by four-digit NAICS code. For some industry sectors, an allocation is necessary between more than one four-digit NAICS code. Where required, allocations are made proportionate to total employment at the national level from the OES.

The table below illustrates analysis Step 4a in which employment estimates by IMPLAN Code are translated to NAICS codes and then aggregated at the four digit NAICS code level. The examples used are Child Day Care Centers and Food and Drinking Places. The process is applied to all the industry sectors.

**Illustration of Model Step 4a.**

| A. IMPLAN Output by IMPLAN Industry Sector | | B. Link to Corresponding NAICS Code | | C. Aggregate at 4-Digit NAICS Code Level | | |
|---|---|---|---|---|---|---|
| Jobs | IMPLAN Sector | Jobs | NAICS Code | Jobs | % Total Employment | 4-Digit NAICS |
| 1.2 | 399 - Child day care services | 1.2 | 6244 Child day care services | 1.2 | 100% | 6244 Child day care services |
| 9.5 | 413 - Food and Drinking Places | 9.5 | 722 Food and Drinking Places | 8.60 | 90% | 7225 Restaurants and Other Eating Places |
| | | | | 0.57 | 6% | 7223 Special Food Services |
| | | | | 0.34 | 4% | 7224 Drinking Places (Alcoholic Beverages) |

*Step 4b – Apply OES Data to Estimate Occupational Distribution*

Employment estimates by four-digit NAICS code from step 4a are paired with data on occupational composition within each industry from the OES to generate an estimate of employment by detailed occupational category. As shown on Table C-1, new jobs will be distributed across a variety of occupational categories. The three largest occupational categories are office and administrative support (16%), sales (15%), and food preparation and serving (14%-15%). Step 4 of Table C-1 indicates the percentage and number of employee households by occupation associated with 100 market rate units.

*Step 5 – Estimates of Employee Households Meeting the Lower Income Definitions*

In this step, occupations are translated to employee incomes based on recent Alameda County wage and salary information from the California Employment Development Department (EDD). The wage and salary information summarized in Appendix 2 Tables 2, 4, and 6 provided the income inputs to the model.

For each occupational category shown in Table C-1, the OES data provides a distribution of specific occupations within the category. For example, within the Food Preparation and Serving Category, there are Supervisors, Cooks, Bartenders, Waiters and Waitresses, Dishwashers, etc. In total there are over 100 detailed occupation categories included in the analysis as shown

in Appendix 2, Tables 2, 4, and 6. Each of these over 100 occupation categories has a different distribution of wages which was obtained from EDD and is specific to workers in Alameda County as of 2013.

For each detailed occupational category, the model uses the distribution of wages to calculate the percent of worker households that would fall into each income category. The calculation is performed for each possible combination of household size and number of workers in the household. For households with more than one worker, individual *employee* income data was used to calculate the household income by assuming multiple earner households are, on average, formed of individuals with similar incomes.

The table below illustrates Step 5 as applied to food preparation and serving workers. Annual compensation for food preparation and serving workers in Alameda County as of 2013 is distributed[9] around a mean of $21,500. For households with one worker, 100% are estimated to qualify as Very Low. For households with two or more workers between 37% and 100% are estimated to qualify as Very Low depending on the household size. For households with three or more workers, only larger households with than six or more people are estimated to qualify as Very Low.

**Step 5 Illustration for Food Preparation and Serving Worker Households**
*Percent Qualifying as Very Low for Each Possible Household Size / No. of Workers Combination*

| | Percent of Worker Households That Would Qualify as Very Low For Each Possible Combination of Household Size and No. of Workers Applying 2014 Income Limits for Alameda County | | | | | |
|---|---|---|---|---|---|---|
| HH Size Limit | 1 Person $32,750 | 2 Person $37,400 | 3 Person $42,100 | 4 Person $46,750 | 5 Person $50,500 | 6 Person $54,250 |
| No. Workers in Household | | | | | | |
| 1 | 100% | 100% | 100% | 100% | 100% | 100% |
| 2 | N/A | 37% | 61% | 77% | 100% | 100% |
| 3 or more[10] | N/A | N/A | 0% | 0% | 0% | 21% |

The step illustrated above is repeated around 300 times for each of the over 100 detailed occupations and at each of the three affordable income tiers. At the end of Step 5, the nexus model has established a matrix indicating the percentages of households that would qualify in the affordable income tiers for every detailed occupational category and every potential combination of household size and number of workers in the household.

[9] In addition to the mean compensation, EDD reported 25th, 50th, and 75th percentile compensations are utilized.
[10] Census data aggregates households with three or more workers; therefore, a corresponding aggregation is necessary for purposes of the analysis.

*Step 6 – Distribution of Household Size and Number of Workers*

In this step, the model examines the demographics of Alameda County in order to develop probability factors for each potential combination of household size and number of workers.

The table below presents the probability factors used in the model. The factors represent the probability that a worker is a member of a household of a given size and number of workers.

**Step 6: Probability Factors for Combinations of Number of Workers and Household Size**

| | Household Size (Persons) | | | | | |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6+ |
| No. Workers in Household | | | | | | |
| 1 | 0.190781 | 0.148746 | 0.084114 | 0.060346 | 0.027678 | 0.023864 |
| 2 | N/A | 0.147885 | 0.095065 | 0.071567 | 0.032824 | 0.028302 |
| 3 or more | N/A | N/A | 0.024071 | 0.034927 | 0.016019 | 0.013812 |

Note: probability factors sum to 1.00000

Probability factors are specific to Alameda County and are derived from the 2010 – 2012 American Community Survey. Application of these probability factors accounts for the following:

- Households have a range in size and a range in the number of workers.
- Large households generally have more workers than smaller households.

The result of Step 6 is a distribution of Alameda County working households by number of workers and household size.

*Step 7 – Estimate of Number of Households that Meet Size and Income Criteria*

Step 7 is the final step to calculate the number of worker households meeting the size and income criteria for the three affordability tiers. The calculation combines the matrix of results from Step 5 on percentage of worker households that would meet the income criteria at each potential household size / no. of workers combination, with Step 6, the probability of a worker household having a given household size / number of workers combination. The result is the percentage of households that fall into each affordability tier. The percentages are then multiplied by the number of households from Step 3 to arrive at number of households in each affordability tier.

Table C-2 shows the result after completing Steps 5, 6, and 7. The results shown are for the under 50% of AMI category. The methodology is repeated for each of the three income tiers, resulting in a total count of worker households per 100 units.

**Summary Findings**

Table C-3 indicates the results of the analysis for each of the residential prototypes. The table presents the number of households generated in each affordability category and the total number over 120% of Area Median Income.

The findings in Table C-3 are presented below. The table shows the total demand for affordable housing units associated with 100 market rate units.

| *New Worker Households by Income Level per 100 Market Rate Units* | | | | | |
|---|---|---|---|---|---|
| | *Single Family / Large Lot* | *Single Family / Small Lot* | *Townhome* | *Condo* | *Apartment* |
| Very Low (Under 50% AMI) | 13.2 | 11.7 | 9.5 | 10.2 | 6.7 |
| Low (50%-80% AMI) | 7.4 | 6.5 | 5.3 | 5.7 | 3.7 |
| Moderate (80%-120% AMI) | 7.2 | 6.3 | 5.2 | 5.5 | 3.7 |
| **Total, Less than 120% AMI** | **27.8** | **24.5** | **20.0** | **21.4** | **14.1** |
| Greater than 120% AMI | 6.3 | 5.7 | 4.7 | 5.0 | 3.4 |
| **Total, New Households** | **34.1** | **30.2** | **24.7** | **26.4** | **17.5** |

Housing demand for new worker households earning less than 120% of AMI ranges from 27.8 units per 100 market rate units for large lot Single Family units, to 14.1 units per 100 market rate units for apartments. Housing demand is distributed across the lower income tiers with the greatest number of households in the under 50% of AMI tier. The finding that the jobs associated with consumer spending tend to be low-paying jobs where the workers will require housing affordable at the lower income levels is not surprising. As noted above, direct consumer spending results in employment that is concentrated in lower paid occupations including food preparation, administrative, and retail sales.

**Inclusionary Percentages Supported**

The analysis findings identify how many lower income households are generated for every 100 market rate units. These findings are adjusted to a supported inclusionary percentage which represents the percentage of units provided on-site within a project that would fully mitigate the affordable housing impacts as documented in this nexus analysis. While the City is considering elimination of its existing inclusionary program in favor housing impact fees, these percentages are never-the-less provided for additional information which may potentially be useful; for example, in making required findings if affordable units are proposed to be included within a project as an alternative to payment of the Housing Impact Fee.

The percentages are calculated including both market rate and affordable units (for example, 25 affordable units per 100 market rate units translates to a project of 125 units; 25 affordable units out of 125 units equals 20%).

The inset table below presents the results of the analysis, drawn from Table C-4. Each tier is cumulative, or inclusive of the tiers above. The analysis supports maximum inclusionary percentages between 12.4% and 21.7%, depending on the prototype.

*Cumulative Inclusionary Percentage Supported by Nexus Analysis*

| | *Single Family / Large Lot* | *Single Family / Small Lot* | *Townhome* | *Condo* | *Apartment* |
|---|---|---|---|---|---|
| Very Low (Under 50% AMI) | 11.6% | 10.5% | 8.7% | 9.3% | 6.3% |
| Low (50%-80% AMI) | 17.0% | 15.4% | 12.9% | 13.7% | 9.4% |
| Moderate (80%-120% AMI) | 21.7% | 19.7% | 16.7% | 17.6% | 12.4% |

The percentages shown above are not recommended inclusionary percentages. They are included for purposes of additional information relative to the alternative means of compliance provisions of the proposed Housing Impact Fee Ordinance which requires certain findings in connection with approval of a proposed alternative means of compliance.

**TABLE C-1**
**NET NEW HOUSEHOLDS AND OCCUPATION DISTRIBUTION**
**EMPLOYEE HOUSEHOLDS GENERATED**
**RESIDENTIAL NEXUS ANALYSIS**
**CITY OF NEWARK, CA**

| | Prototype 1: SFD / Large Lot | Prototype 2: SFD / Small Lot | Prototype 3: Townhome | Prototype 4: Condo | Prototype 5: Rental |
|---|---|---|---|---|---|
| Step 1 - Employees [1] | 73.1 | 64.8 | 53.0 | 56.6 | 37.5 |
| Step 2 - Adjustment for Changing Industries (25%) | 54.8 | 48.6 | 39.7 | 42.5 | 28.1 |
| Step 3 - Adjustment for Number of Households (1.61)[2] | 34.1 | 30.2 | 24.7 | 26.4 | 17.5 |
| Step 4 - Occupation Distribution [3] | | | | | |
| Management Occupations | 4.1% | 4.0% | 4.0% | 4.0% | 4.1% |
| Business and Financial Operations | 3.6% | 3.5% | 3.5% | 3.5% | 3.5% |
| Computer and Mathematical | 1.2% | 1.2% | 1.2% | 1.2% | 1.2% |
| Architecture and Engineering | 0.3% | 0.3% | 0.3% | 0.3% | 0.3% |
| Life, Physical, and Social Science | 0.4% | 0.3% | 0.3% | 0.3% | 0.3% |
| Community and Social Services | 2.0% | 2.0% | 2.0% | 2.0% | 1.9% |
| Legal | 0.6% | 0.6% | 0.6% | 0.6% | 0.6% |
| Education, Training, and Library | 4.6% | 3.3% | 3.3% | 3.3% | 2.8% |
| Arts, Design, Entertainment, Sports, and Media | 1.8% | 1.6% | 1.6% | 1.6% | 1.6% |
| Healthcare Practitioners and Technical | 7.4% | 8.3% | 8.3% | 8.3% | 8.7% |
| Healthcare Support | 4.3% | 4.8% | 4.8% | 4.8% | 5.0% |
| Protective Service | 1.3% | 1.3% | 1.3% | 1.3% | 1.3% |
| Food Preparation and Serving Related | 14.4% | 15.1% | 15.1% | 15.1% | 15.2% |
| Building and Grounds Cleaning and Maint. | 6.0% | 5.8% | 5.8% | 5.8% | 5.8% |
| Personal Care and Service | 5.7% | 5.5% | 5.5% | 5.5% | 5.3% |
| Sales and Related | 15.3% | 15.1% | 15.1% | 15.1% | 14.6% |
| Office and Administrative Support | 15.5% | 15.6% | 15.6% | 15.6% | 15.8% |
| Farming, Fishing, and Forestry | 0.1% | 0.1% | 0.1% | 0.1% | 0.1% |
| Construction and Extraction | 0.8% | 0.8% | 0.8% | 0.8% | 0.8% |
| Installation, Maintenance, and Repair | 3.5% | 3.6% | 3.6% | 3.6% | 3.8% |
| Production | 1.7% | 1.7% | 1.7% | 1.7% | 1.7% |
| Transportation and Material Moving | 5.5% | 5.4% | 5.4% | 5.4% | 5.4% |
| **Totals** | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% |
| Management Occupations | 1.4 | 1.2 | 1.0 | 1.1 | 0.7 |
| Business and Financial Operations | 1.2 | 1.1 | 0.9 | 0.9 | 0.6 |
| Computer and Mathematical | 0.4 | 0.4 | 0.3 | 0.3 | 0.2 |
| Architecture and Engineering | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 |
| Life, Physical, and Social Science | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 |
| Community and Social Services | 0.7 | 0.6 | 0.5 | 0.5 | 0.3 |
| Legal | 0.2 | 0.2 | 0.1 | 0.2 | 0.1 |
| Education, Training, and Library | 1.6 | 1.0 | 0.8 | 0.9 | 0.5 |
| Arts, Design, Entertainment, Sports, and Media | 0.6 | 0.5 | 0.4 | 0.4 | 0.3 |
| Healthcare Practitioners and Technical | 2.5 | 2.5 | 2.1 | 2.2 | 1.5 |
| Healthcare Support | 1.4 | 1.5 | 1.2 | 1.3 | 0.9 |
| Protective Service | 0.4 | 0.4 | 0.3 | 0.3 | 0.2 |
| Food Preparation and Serving Related | 4.9 | 4.6 | 3.7 | 4.0 | 2.7 |
| Building and Grounds Cleaning and Maint. | 2.0 | 1.7 | 1.4 | 1.5 | 1.0 |
| Personal Care and Service | 2.0 | 1.7 | 1.4 | 1.5 | 0.9 |
| Sales and Related | 5.2 | 4.6 | 3.7 | 4.0 | 2.6 |
| Office and Administrative Support | 5.3 | 4.7 | 3.9 | 4.1 | 2.8 |
| Farming, Fishing, and Forestry | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Construction and Extraction | 0.3 | 0.2 | 0.2 | 0.2 | 0.1 |
| Installation, Maintenance, and Repair | 1.2 | 1.1 | 0.9 | 0.9 | 0.7 |
| Production | 0.6 | 0.5 | 0.4 | 0.4 | 0.3 |
| Transportation and Material Moving | 1.9 | 1.6 | 1.3 | 1.4 | 0.9 |
| **Totals** | 34.1 | 30.2 | 24.7 | 26.4 | 17.5 |

Notes:

[1] Estimated employment generated by expenditures of households within 100 prototypical market rate units. Employment estimates based on economic model, IMPLAN.

[2] Adjustment from number of workers to households using average of 1.61 workers per worker household derived from the U.S. Census American Community

[3] See Appendix 2, Tables 1 through 6 for additional information on Major Occupation Categories.

**TABLE C-2**
**VERY LOW-INCOME EMPLOYEE HOUSEHOLDS[1] GENERATED**
**RESIDENTIAL NEXUS ANALYSIS**
**CITY OF NEWARK, CA**

*Per 100 Market Rate Units*

| | Prototype 1: SFD / Large Lot | Prototype 2: SFD / Small Lot | Prototype 3: Townhome | Prototype 4: Condo | Prototype 5: Rental |
|---|---|---|---|---|---|
| **Step 5 & 6 - Very Low Income Households (under 50% AMI) within Major Occupation Categories [2]** | | | | | |
| Management | 0.01 | 0.01 | 0.01 | 0.01 | 0.00 |
| Business and Financial Operations | 0.01 | 0.01 | 0.01 | 0.01 | 0.00 |
| Computer and Mathematical | - | - | - | - | - |
| Architecture and Engineering | - | - | - | - | - |
| Life, Physical and Social Science | - | - | - | - | - |
| Community and Social Services | - | - | - | - | - |
| Legal | - | - | - | - | - |
| Education Training and Library | 0.27 | 0.17 | 0.14 | 0.15 | 0.09 |
| Arts, Design, Entertainment, Sports, & Medi | - | - | - | - | - |
| Healthcare Practitioners and Technical | 0.02 | 0.02 | 0.01 | 0.02 | 0.01 |
| Healthcare Support | 0.56 | 0.56 | 0.45 | 0.49 | 0.33 |
| Protective Service | - | - | - | - | - |
| Food Preparation and Serving Related | 3.57 | 3.33 | 2.72 | 2.91 | 1.94 |
| Building Grounds and Maintenance | 0.88 | 0.77 | 0.63 | 0.68 | 0.45 |
| Personal Care and Service | 1.18 | 1.00 | 0.82 | 0.87 | 0.57 |
| Sales and Related | 2.68 | 2.32 | 1.90 | 2.03 | 1.29 |
| Office and Admin | 1.37 | 1.23 | 1.00 | 1.07 | 0.71 |
| Farm, Fishing, and Forestry | - | - | - | - | - |
| Construction and Extraction | - | - | - | - | - |
| Installation Maintenance and Repair | 0.17 | 0.16 | 0.13 | 0.14 | 0.09 |
| Production | - | - | - | - | - |
| Transportation and Material Moving | 0.81 | 0.70 | 0.57 | 0.61 | 0.40 |
| Very Low Income Households - Major Occupatior | 11.53 | 10.27 | 8.39 | 8.97 | 5.88 |
| Very Low Inc. Households[1] - all other occupation: | 1.64 | 1.42 | 1.16 | 1.24 | 0.81 |
| **Total Very Low Income Households[1]** | **13.17** | **11.69** | **9.55** | **10.21** | **6.69** |

[1] Includes households earning from zero through 50% of Alameda County Area Median Income.

[2] See Appendix 2 Tables 1 through 6 for additional information on Major Occupation Categories. Note that the model places individual employees into households. Many households have multiple income sources and therefore household income is higher than the wages shown in Appendix 2 tables 2, 4, and 6. The distribution of the number of workers per worker household and the distribution of household size are based on American Community Survey data.

**TABLE C-3**
**IMPACT ANALYSIS SUMMARY**
**EMPLOYEE HOUSEHOLDS GENERATED**
**RESIDENTIAL NEXUS ANALYSIS**
**CITY OF NEWARK, CA**

**RESIDENTIAL UNIT DEMAND IMPACTS**
**PER 100 MARKET RATE UNITS**

| Number of New Households[1] | Prototype 1: SFD / Large Lot | Prototype 2: SFD / Small Lot | Prototype 3: Townhome | Prototype 4: Condo | Prototype 5: Rental |
|---|---|---|---|---|---|
| Under 50% Area Median Income | 13.2 | 11.7 | 9.5 | 10.2 | 6.7 |
| 50% to 80% Area Median Income | 7.4 | 6.5 | 5.3 | 5.7 | 3.7 |
| 80% to 120% Area Median Income | 7.2 | 6.3 | 5.2 | 5.5 | 3.7 |
| Subtotal through 120% of Median | 27.8 | 24.5 | 20.0 | 21.4 | 14.1 |
| Over 120% Area Median Income | 6.3 | 5.7 | 4.7 | 5.0 | 3.4 |
| **Total Employee Households** | 34.1 | 30.2 | 24.7 | 26.4 | 17.5 |
| **Percent of New Households** [1] | | | | | |
| Under 50% Area Median Income | 39% | 39% | 39% | 39% | 38% |
| 50% to 80% Area Median Income | 22% | 21% | 21% | 21% | 21% |
| 80% to 120% Area Median Income | 21% | 21% | 21% | 21% | 21% |
| Subtotal through 120% of Median | 81% | 81% | 81% | 81% | 81% |
| Over 120% Area Median Income | 19% | 19% | 19% | 19% | 19% |
| **Total Employee Households** | 100% | 100% | 100% | 100% | 100% |

Notes
[1] Households of retail, education, healthcare and other workers that serve residents of new market rate units.

**TABLE C-4**
**INCLUSIONARY REQUIREMENT SUPPORTED**
**RESIDENTIAL NEXUS ANALYSIS**
**CITY OF NEWARK, CA**

| | Prototype 1: SFD / Large Lot | Prototype 2: SFD / Small Lot | Prototype 3: Townhome | Prototype 4: Condo | Prototype 5: Rental |
|---|---|---|---|---|---|
| Supported Inclusionary Requirement | | | | | |
| Per 100 Market Rate Units - Cumulative Through | | | | | |
| 50% OF MEDIAN INCOME | 13.2 Units | 11.7 Units | 9.5 Units | 10.2 Units | 6.7 Units |
| 80% OF MEDIAN INCOME | 20.5 Units | 18.2 Units | 14.8 Units | 15.9 Units | 10.4 Units |
| 120% OF MEDIAN INCOME | 27.8 Units | 24.5 Units | 20.0 Units | 21.4 Units | 14.1 Units |
| Supported Inclusionary Percentage - Cumulative Through [1] | | | | | |
| 50% OF MEDIAN INCOME | 11.6% | 10.5% | 8.7% | 9.3% | 6.3% |
| 80% OF MEDIAN INCOME | 17.0% | 15.4% | 12.9% | 13.7% | 9.4% |
| 120% OF MEDIAN INCOME | **21.7%** | **19.7%** | **16.7%** | **17.6%** | **12.4%** |

Notes:

[1] Calculated by dividing the supported number of affordable units by the total number of units (supported affordable units + 100 market rate units).

## D. MITIGATION COSTS

This section takes the conclusions of the previous section on the number of households in the lower income categories associated with the market rate units and identifies the total cost of assistance required to make housing affordable. This section puts a cost on the units for each income level to produce the "total nexus cost." This is done for each of the prototype units.

A key component of the analysis is the size of the gap between what households can afford and the cost of producing new housing in Newark, known as the 'affordability gap.' Affordability gaps are calculated for each of the three categories of area median income: Very Low (under 50% of median), Low (50% to 80%), and Moderate (80% to 120%). The following summarizes the analysis of mitigation cost which is based on the affordability gap or net cost to deliver units that are affordable to worker households in the lower income tiers. Detailed affordability gap calculations are presented in Tables D-1 through D-3 at the end of this section.

### City Assisted Affordable Unit Prototypes

For estimating the affordability gap, there is a need to match a household of each income level with a unit type and size according to governmental regulations and City practices and policies. The analysis assumes that the City will assist households earning between 80% and 120% of Area Median Income with ownership units. The prototype affordable unit should reflect a modest unit consistent with what the City is likely to assist and appropriate for housing the average moderate income worker household, which in the case of Newark is assumed to be a three person household in a two-bedroom townhome unit (for reference, the average household size in Newark is 3.3 persons and for Alameda County the average is 2.8 based on the 2010-2012 American Community Survey). The analysis assumes households earning less than 80% of Area Median Income will be assisted in rental units. The analysis uses a two bedroom affordable rental prototype.

For the purposes of estimating the affordability gaps, we do not assume additional sources of affordable housing financing such as the federal and state low income housing tax credit program. While many affordable housing developments use a wide array of funding sources including tax credits, it is not assured that these sources will be available in the future. Accessing these sources is also highly competitive due to the limited supply and the amount of funding that tax credits can generate can fluctuate widely.

### Development Costs

KMA prepared an estimate of total development cost for a typical two bedroom affordable rental unit (inclusive of land, all fees and permits, financing and other indirect costs) based on a review of development pro formas for recent affordable and market rate rental developments, comparable land sale data, and construction cost data sources such as RS Means. It is noted that the construction costs assume payment of prevailing wages, which would typically be

required in publicly subsidized affordable housing projects. On this basis, KMA concluded that on average, the new affordable rental units would have a total development cost per unit of $310,000.

For ownership units, total development costs (including profit) under normal market conditions, is equal to the market rate sales price. Since there are no new or recent townhome projects selling in Newark, KMA estimated the market sales price for a typical two bedroom, 1,300 square foot townhome to be $500,500 unit ($385 per square foot) based on data developed in the market survey.

| *Development Costs* | | |
|---|---|---|
| *Income Group* | *Unit Tenure / Type* | *Development Cost* |
| Under 50% AMI | Rental | $310,000 |
| 50% to 80% AMI | Rental | $310,000 |
| 80% to 120% AMI | Ownership | $500,500 |

**Unit Values**

For affordable ownership units, unit values are the affordable purchase prices. Affordable purchase prices for ownership units are calculated based on the purchase price affordable to a household earning 110% of the Alameda County area median income. For a two bedroom unit, KMA calculated the affordable sales price as $331,500. Details of the calculation are presented in Table D-2.

For rental units, unit values are based upon the Net Operating Income (NOI) generated by the units at the restricted rents and the resulting investment supported. For Low-Income households, affordable rents are based on households earning 60% of the Alameda County median, and for Very Low Income households, rents are based on households earning 50% of median per the California Health and Safety Code standards. The NOI is computed based on the affordable rents less vacancy and operating and maintenance expenses. The NOI is then capitalized at a target return on investment of 7.5% to estimate the supported investment for the project. It is noted that the 7.5% return is higher than would be expected for a typical market rate apartment project because rent growth in affordable housing projects is significantly constrained by increases in median incomes, which do not tend to keep pace with market rent growth. On this basis, KMA estimated the value of the Low Income rental unit at $96,000 and the Very Low Income rental unit at $70,000.

| *Maximum Affordable Sales Prices and Rent Levels* | | | | |
|---|---|---|---|---|
| *Income Group* | *Unit Tenure / Type* | *Household Size* | *Maximum Monthly Housing Costs*[11] | *Unit Values / Sales Price* |
| Under 50% AMI | Rental | 3 persons | $1,052 / Month | $70,000 |
| 50% to 80% AMI | Rental | 3 persons | $1,262 / Month | $96,000 |
| 80% to 120% AMI | Ownership | 3 persons | $2,700 / Month | $331,500 |

**Affordability Gap**

The affordability gap is the difference between the cost of developing a residential unit and the unit values at the affordable rents or sales prices.

The resulting affordability gaps are as follows:

| *Affordability Gap Calculation* | | | |
|---|---|---|---|
| | *Unit Value / Sales Price* | *Development Cost* | *Affordability Gap* |
| *Affordable Rental Units* | | | |
| Very Low (Under 50% AMI) | $70,000 | $310,000 | $240,000 |
| Low (50% to 80% AMI) | $96,000 | $310,000 | $214,000 |
| *Affordable Ownership Units* | | | |
| Moderate (80% to 120% AMI) | $331,500 | $500,500 | $169,000 |

Tables D-1 to D-3 present the detailed affordability gap calculations.

**Total Linkage Costs**

The last step in the linkage fee analysis marries the findings on the numbers of households in each of the lower income ranges associated with the five prototypes to the affordability gaps, or the costs of delivering housing to them in Newark.

Table D-4 summarizes the analysis. The Affordability Gaps are drawn from the prior discussion. The "Total Nexus Cost per Market Rate Unit" shows the results of the following calculation: the affordability gap times the number of affordable units demanded per market rate unit. (Demand for affordable units for each of the income ranges is drawn from Table C-3 in the previous section and is adjusted to a per-unit basis from the 100 unit building module.)

[11] For rental units, maximum housing costs are the affordable rents. For the moderate-income ownership unit, maximum monthly housing costs includes all housing expenses such as mortgage, insurance, property taxes , HOA dues, and utilities.

The total nexus costs for each of the prototypes are as follows:

| *Nexus Per Market Rate Unit* | | | | | | |
|---|---|---|---|---|---|---|
| *Income Category* | *Affordability Gap* | *Single Family / Large Lot* | *Single Family / Small Lot* | *Townhome* | *Condo* | *Apartment* |
| Very Low (30% - 50% AMI) | $240,000 | $31,600 | $28,000 | $22,900 | $24,500 | $16,100 |
| Low (50%-80% AMI) | $214,000 | $15,800 | $13,900 | $11,300 | $12,100 | $8,000 |
| Moderate (80%-120% AMI) | $169,000 | $12,200 | $10,700 | $8,700 | $9,300 | $6,200 |
| **Total Nexus Costs** | | **$59,600** | **$52,600** | **$42,900** | **$45,900** | **$30,300** |

The Total Nexus Costs, or Mitigation Costs, indicated above, may also be expressed on a per square foot level. The square foot area of the prototype unit used throughout the analysis becomes the basis for the calculation. Again, see Appendix 1 for more discussion of the prototypes. The results per square foot of building area are as follows:

| *Total Nexus Cost or Maximum Supported Impact Fee Per Sq.Ft. of Building Area*[12] | | | | | | |
|---|---|---|---|---|---|---|
| *Income Category* | *Affordability Gap* | *Single Family / Large Lot* | *Single Family / Small Lot* | *Townhome* | *Condo* | *Apartment* |
| *Prototype Size* | | *2,500 SF* | *2,000 SF* | *1,500 SF* | *1,300 SF* | *850 SF* |
| Very Low (30% - 50% AMI) | $240,000 | $12.60 | $14.00 | $15.30 | $18.80 | $18.90 |
| Low (50%-80% AMI) | $214,000 | $6.30 | $7.00 | $7.50 | $9.30 | $9.40 |
| Moderate (80%-120% AMI) | $169,000 | $4.90 | $5.40 | $5.80 | $7.20 | $7.30 |
| **Total Nexus Costs** | | **$23.80** | **$26.40** | **$28.60** | **$35.30** | **$35.60** |

These costs express the total linkage or nexus costs for the five prototype developments in the City of Newark. These total nexus costs represent the ceiling for any requirement placed on market rate development. **The totals are not recommended levels for fees; they represent only the maximums established by this analysis, below which fees or other requirements may be set.**

[12] Findings are presented based on net rentable or sellable square footage

**TABLE D-1**
**AFFORDABILITY GAP CALCULATION FOR MODERATE INCOME**
**RESIDENTIAL NEXUS ANALYSIS**
**CITY OF NEWARK, CA**

## I. City-Assisted Affordable For-Sale Prototype

| | |
|---|---|
| Building Type | 2-BR Townhome |
| Density | 25 du/ac |
| Number of Bedrooms | 2-BR |
| Unit Size | 1,300 SF |
| Market Rate Sale Price | $500,500 |

## II. Affordable Sales Price

| | |
|---|---|
| Household Size | 3 person HH |
| 110% of Median Income | $84,150 |
| Maximum Affordable Sales Price [1] | $331,500 |

## III. Affordability Gap

| | |
|---|---|
| Market Rate Sale Price | $500,500 |
| (Less) Affordable Price | ($331,500) |
| Affordability Gap | $169,000 |

[1] See Table D-2 for KMA estimate.

**TABLE D-2**
**ESTIMATED AFFORDABLE HOUSING PRICES - MODERATE INCOME**
**RESIDENTIAL NEXUS ANALYSIS**
**CITY OF NEWARK, CA**

| Unit Size | 2-Bedroom Unit |
|---|---|
| Household Size | 3-person HH |
| 100% AMI Alameda County 2013 | $84,150 |
| Annual Income @ 110% | $92,565 |
| % of AMI | 110.0% |
| % for Housing Costs | 35% |
| Available for Housing Costs | $32,398 |
| (Less) Property Taxes | ($4,150) |
| (Less) HOA | ($2,700) |
| (Less) Utilities | ($1,068) |
| (Less) Insurance | ($1,080) |
| (Less) Mortgage Insurance | ($4,253) |
| Income Available for Mortgage | $19,147 |
| Mortgage Amount | $314,900 |
| Down Payment (homebuyer cash) | $16,600 |
| Supported Home Price | $331,500 |

Key Assumptions

| | |
|---|---|
| - Mortgage Interest Rate | 4.50% |
| - Down Payment | 5.0% |
| - Property Taxes (% of sales price) | 1.25% |
| - HOA (per month) | $225 |
| - Utilities (per month) | $89 |
| - Mortgage Insurance (% of loan amount) | 1.35% |

**TABLE D-3**
**AFFORDABILITY GAPS FOR VERY LOW AND LOW INCOME HOUSEHOLDS**
**RESIDENTIAL NEXUS ANALYSIS**
**CITY OF NEWARK, CA**

| | | | 50% AMI | 60% AMI |
|---|---|---|---|---|
| **I.** | **Affordable Rent** | | | |
| | Average Number of Bedrooms | | 2 Bedrooms | 2 Bedrooms |
| | Average Household Size | | 3 Persons per HH | 3 Persons per HH |
| | Household Income | | $42,075 | $50,490 |
| | Income Allocation to Housing | | 30% | 30% |
| | Monthly Housing Cost | | $1,052 | $1,262 |
| | (Less) Utility Allowance | | ($44) | ($44) [1] |
| | Maximum Monthly Rent | | $1,008 | $1,218 |
| **II.** | **Net Operating Income (NOI)** | | Per Unit | Per Unit |
| | Gross Scheduled Income (GSI) | | | |
| | Monthly | | $1,008 | $1,218 |
| | Annual | | $12,095 | $14,619 |
| | Other Income | | $250 | $250 |
| | (Less) Vacancy | 5% | ($617) | ($743) |
| | Effective Gross Income (EGI) | | $11,727 | $14,126 |
| | (Less) Operating Expenses[2] | | ($5,500) | ($5,500) |
| | (Less) Property Taxes | 1.25% | ($1,000) | ($1,390) |
| | Net Operating Income (NOI) | | $5,227 | $7,236 |
| **III.** | **Capitalized Value and Affordability Gap** | | | |
| | Net Operating Income (NOI) | | $5,227 | $7,236 |
| | Target Return on Investment | | 7.50% | 7.50% |
| | Total Capitalized Value | | $70,000 | $96,000 |
| | (Less) Total Development Costs[3] | | ($310,000) | ($310,000) |
| | Affordability Gap | | ($240,000) | ($214,000) |

[1] Utility allowances from Alameda County Housing Authority.
[2] Includes replacement reserves.
[3] Development costs estimated by KMA based on project comps (includes prevailing wages).

**TABLE D-4**
**SUPPORTED FEE / NEXUS SUMMARY PER UNIT**
**RESIDENTIAL NEXUS ANALYSIS**
**CITY OF NEWARK, CA**

**TOTAL NEXUS COST PER MARKET RATE UNIT**

| | | Nexus Cost Per Market Rate Unit [3] | | | | |
|---|---|---|---|---|---|---|
| | Affordability Gap [1] | Prototype 1: SFD / Large Lot | Prototype 2: SFD / Small Lot | Prototype 3: Townhome | Prototype 4: Condo | Prototype 5: Rental |
| **Household Income Level** | | | | | | |
| Under 50% Area Median Income | $240,000 [1] | $31,600 | $28,000 | $22,900 | $24,500 | $16,100 |
| 50% to 80% Area Median Income | $214,000 [1] | $15,800 | $13,900 | $11,300 | $12,100 | $8,000 |
| 80% to 120% Area Median Income | $169,000 [2] | $12,200 | $10,700 | $8,700 | $9,300 | $6,200 |
| **Total Supported Fee / Nexus** | | **$59,600** | **$52,600** | **$42,900** | **$45,900** | **$30,300** |

**TOTAL NEXUS COST PER SQUARE FOOT OF BUILDING AREA [4]**

| | | Nexus Cost Per Square Foot (Net Rentable / Sellable) [4] | | | | |
|---|---|---|---|---|---|---|
| | | Prototype 1: SFD / Large Lot | Prototype 2: SFD / Small Lot | Prototype 3: Townhome | Prototype 4: Condo | Prototype 5: Rental |
| | Unit Size (SF) | 2,500 SF | 2,000 SF | 1,500 SF | 1,300 SF | 850 SF |
| **Household Income Level** | | | | | | |
| Under 50% Area Median Income | | $12.60 | $14.00 | $15.30 | $18.80 | $18.90 |
| 50% to 80% Area Median Income | | $6.30 | $7.00 | $7.50 | $9.30 | $9.40 |
| 80% to 120% Area Median Income | | $4.90 | $5.40 | $5.80 | $7.20 | $7.30 |
| **Total Supported Fee / Nexus** | | **$23.80** | **$26.40** | **$28.60** | **$35.30** | **$35.60** |

Notes:

[1] Assumes affordable rental units (2-3 story apartment). See Table D-3.

[2] Affordability gap for moderate income households based on ownership unit (townhome) priced at 110% AMI. See Table D-1.

[3] Nexus cost per unit computed by multiplying affordable unit demand per 100 units from Table C-3 by the affordability gap and dividing by 100 units.

[4] Computed by dividing the nexus cost per unit by the square footage of the unit.

## ADDENDUM: ADDITIONAL BACKGROUND AND NOTES ON SPECIFIC ASSUMPTIONS

### No Excess Supply of Affordable Housing

An assumption of this residential nexus analysis is that there is no excess supply of affordable housing available to absorb or offset new demand; therefore, new affordable units are needed to mitigate the new affordable housing demand generated by development of new market rate residential units. Based on a review of the City's current Housing Element, conditions in Newark are consistent with this underlying assumption. According to the Housing Element for the 2007 to 2014 period, approximately one third of all households in the City were paying more than thirty percent of their income on housing. Current Census data (2010 to 2012 ACS) indicates that this percentage has now climbed to over 40% of households that are spending more than 30% of their income on housing. Vacancy rates in Newark are around 2% according to Census data.

### Affordability Gap

The use of the affordability gap for establishing a maximum fee supported from the nexus analysis is grounded in the concept that a jurisdiction will be responsible for delivering affordable units to mitigate impacts. The nexus analysis has established that units will be needed at one or more different affordability levels and the type of unit to be delivered depends on the income/affordability level. In Newark, the City is anticipated to assist in the development of rental units for household incomes less than 80% of median and for moderate income households, ownership units are assumed to be assisted.

The units assisted by the public sector for affordable households are usually small in square foot area (for the number of bedrooms) and modest in finishes and amenities. As a result, in some communities these units are similar in physical configuration to what the market is delivering at market rate; in other communities (particularly very high income communities), they may be smaller and more modest than what the market is delivering. Parking, for example, is usually the minimum permitted by the code. In some communities where there is a wide range in land cost per acre or per unit, it may be assumed that affordable units are built on land parcels in the lower portion of the cost range. KMA tries to develop a total development cost summary that represents the lower half of the average range, but not so low as to be unrealistic.

If the affordability gap is the difference between total development cost and the affordable sales price, the question sometimes arises as to how total development cost is defined. KMA defines total development costs as including land costs, construction costs, site improvements, architectural and engineering, financing and all other indirect costs, and an allowance for an industry profit (non-profit developers receive a development fee instead).

In a healthy and stable economy, when projects are feasible, the sales price is therefore the same as the total development cost inclusive of profit. In some economic cycles sales prices

might enable larger than standard profits, as was the case in the 2002 to 2004 period, for example, when sales prices escalated ahead of construction and land costs, and sales prices were achieved that enabled higher than standard profit margins. In other market cycles, such as the recent housing downturn, sales prices were depressed such that they were not high enough to cover total development costs and there is no profit. Projects are not feasible during these periods.

**Excess Capacity of Labor Force**

In the context of economic downturns such as the recent severe recession, the question is sometimes raised as to whether there is excess capacity in the labor force to the extent that consumption impacts generated by new households will be in part, absorbed by existing jobs and workers, thus resulting in fewer net new jobs. In response, an impact analysis of this nature is a one-time impact requirement to address impacts generated over the life of the project. Recessions are temporary conditions; a healthy economy will return and the impacts will be experienced. The economic cycle also self-adjusts. Development of new residential units is not likely to occur until conditions improve or there is confidence that improved conditions are imminent. When this occurs, the improved economic condition of the households in the local area will absorb the current underutilized capacity of existing workers, employed and unemployed. By the time new units become occupied, economic conditions will have likely improved.

**The Burden of Paying for Affordable Housing**

Newark's impact fee program will not place all burden for the creation of affordable housing on new residential construction. Newark currently has a Housing Impact Fee that applies to commercial development. The burden of affordable housing is also borne by many sectors of the economy and society. A most important source in recent years of funding for affordable housing development comes from the federal government in the form of tax credits (which result in reduced income tax payment by tax credit investors in exchange for equity funding). Additionally there are other federal grant and loan programs administered by the Department of Housing and Urban Development and other federal agencies. The State of California also plays a major role with a number of special financing and funding programs. Much of the state money is funded by voter approved bond measures paid for by all Californians.

Local governments play a large role in affordable housing. In addition, private sector lenders play an important role, some voluntarily and others less so with the requirements of the Community Reinvestment Act. Then there is the non-profit sector, both sponsors and developers that build much of the affordable housing.

In summary, all levels of government and many private parties, for profit and non-profit contribute to supplying affordable housing. Residential developers are not being asked to bear the burden alone any more than they are assumed to be the only source of demand or cause for

needing affordable housing in our communities. Based on past experience, the impact fee program will fund only a small percentage of the affordable housing needed in the City of Newark.

**Disclaimers**

This report has been prepared using the best and most recent data available at the time of the analysis. Local data and sources were used wherever possible. Major sources include the U.S. Census Bureau: 2010-2012 American Community Survey, California Employment Development Department and the IMPLAN model. While we believe all sources utilized are sufficiently sound and accurate for the purposes of this analysis, we cannot guarantee their accuracy. Keyser Marston Associates, Inc. assumes no liability for information from these and other sources.

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## APPENDIX 1: MARKET SURVEY

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## I. INTRODUCTION

One of the underlying components of the Residential Nexus Study is the identification of residential building prototypes that are expected to be developed in the City of Newark, both today and in the future, and what the market prices for those prototypes will be. These market prices are then used to estimate the incomes of new households that will live in those units and a quantification of the number and types of new jobs that will be created as a result of those households. In this section, Keyser Marston Associates (KMA) describes the residential building prototypes utilized for the analysis, summarizes the residential market data researched, and describes the market price point conclusions drawn therefrom.

## II. RESIDENTIAL PROTOTYPES

In collaboration with City staff, a total of five market rate residential prototypes were selected for market pricing – four for-sale prototypes and one rental prototype. The intent of the selected prototypes is to identify representative development prototypes that are envisioned to be developed in Newark in the future. It is noted that one prototype, the stacked flat condominiums, is not commonly being developed outside of San Francisco and select high-value Peninsula and South Bay locales. However, stacked flat condos may become possible in Newark as the market continues to mature.

| Residential Prototypes | Density | Avg. Unit Size |
|---|---|---|
| For-Sale Prototypes | | |
| 1) Larger Lot Single Family Detached Homes | 8 du/acre | 2,500 sq. ft. |
| 2) Small Lot Single Family Detached | 12 du/acre | 2,000 sq. ft. |
| 3) Townhomes | 18 du/acre | 1,500 sq. ft. |
| 4) Stacked Flat Condominiums | 50 du/acre | 1,300 sq. ft. |
| Rental Prototype | | |
| 5) 2-3 Story Apartments | 25 du/acre | 850 sq. ft. |

*Source: KMA in collaboration with City of Newark*

## III. MARKET SURVEY & PRICE ESTIMATES

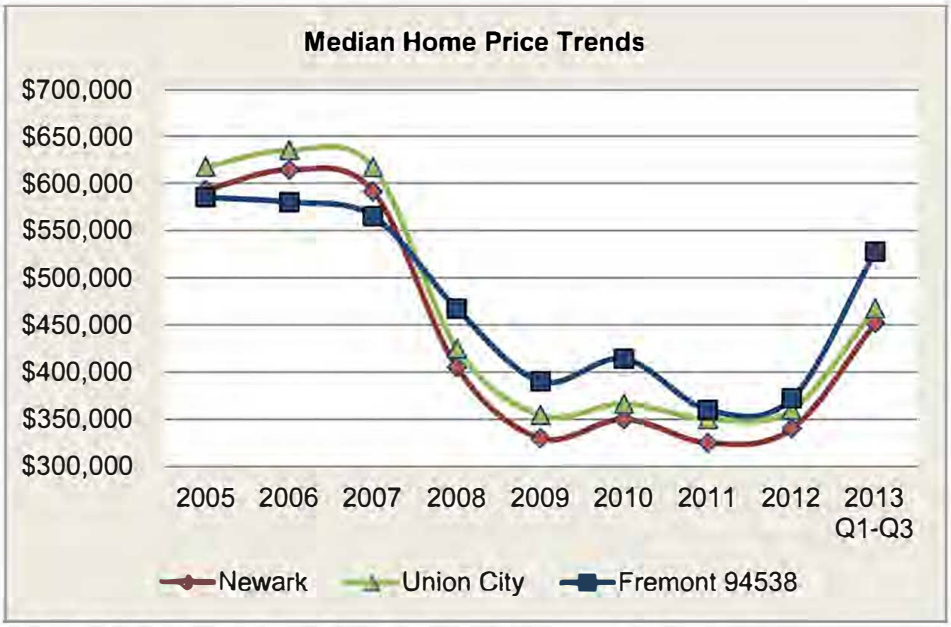
### *a) Residential Building Activity*

The City of Newark has not had significant new home construction in the last ten years. A limited amount of developable land in Newark in combination with the downturn in the real estate market resulting from the recession has kept construction to a minimum. However, Newark is anticipating additional residential development in the coming years and has several large residential developments in the planning stages.

*b) Overview of For-Sale Market*

The median home price in Newark declined nearly half during the recession – from a high of $614,000 in 2006 to $325,000 in 2011 (there was a slight uptick in pricing in 2010 resulting from a temporary federal homebuyer tax credit). The median price rebounded significantly, about 30%, between 2012 and 2013.

Since Newark has experienced almost no new residential construction in recent years, market pricing for this analysis has also been based on a review of market comps in the neighboring cities of Fremont and Union City. The median home price chart below also includes Union City and Fremont (zip code 94538). As shown, the median home price trend for Union City and Fremont zip code 94538 is similar to that of Newark.




Source: Dataquick, city-data.com. Note: The median home prices for Fremont zip code 94538 (Irvington/South Fremont area) are the lowest of the four Fremont zip codes and the closest to the Newark medians.

The recent rebound in median home prices can be attributed to improvement in the broader economy as well as to continued favorable mortgage interest rates and low home inventories. It would be expected that the pace of home price escalation will moderate as home inventories increase to more typical levels, and as federal policy makers continue to allow mortgage interest rates to rise gradually from the historic lows experienced over the course of the last couple of years.

*c) New For-Sale Home Projects and Pricing*

In order to estimate market pricing of the four for-sale residential prototypes, KMA first researched asking prices of newly constructed homes currently on the market. Market research

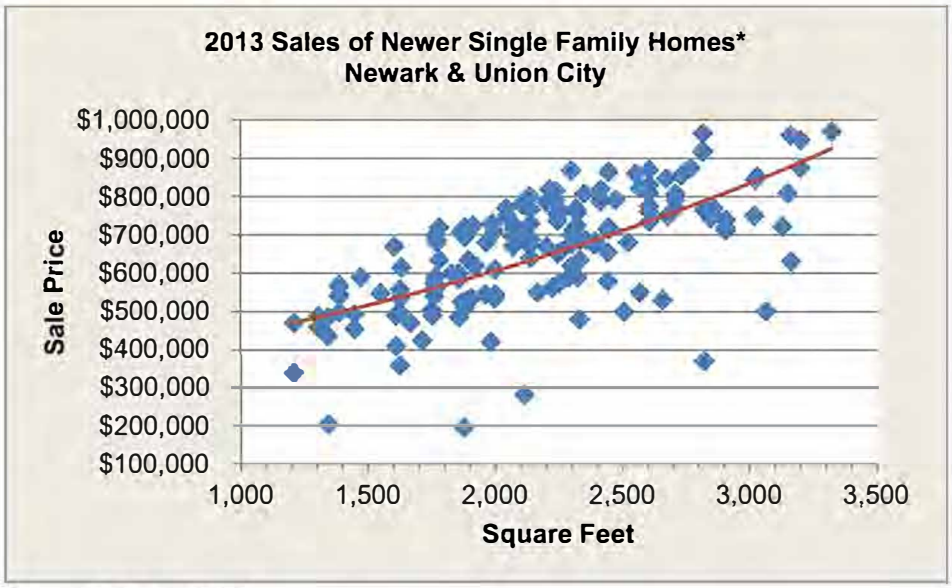
firm Real Estate Economics identified just one single family home development and two attached townhome developments currently being marketed for sale in the City of Fremont. There were no new projects identified in Newark or Union City.

| Newly Built Residential Projects | Location | Unit Sizes | Price | Price PSF |
|---|---|---|---|---|
| Single Family Detached | | | | |
| 1) Central Park Terraces | Union St & Railroad Ave, Fremont (94538) | 1,644 sf | $677,990 | $412 |
| | | 1,712 sf | $706,990 | $413 |
| | | 2,094 sf | $761,990 | $364 |
| Attached Townhomes | | | | |
| 1) Lunare Townhomes | Blacow & Fremont Blvd, Fremont (94538) | 1,198 sf | $495,000 | $413 |
| | | 1,425 sf | $575,000 | $404 |
| 2) Tavenna | Ardenwood Blvd & Paseo Padre, Fremont (94555) | 1,246 sf | $578,490 | $464 |
| | | 1,617 sf | $693,490 | $429 |
| | | 1,701 sf | $720,490 | $424 |
| | | 1,969 sf | $753,490 | $383 |

*Source: Real Estate Economics (December 2013).*

*d) Re-Sale Home Prices*

Given the limited number of newly built homes currently on the market, KMA also analyzed re-sale prices of existing homes as an additional source of data to estimate the prototype home prices. These prices are shown in the chart below.




**Homes built since 1990*
*Source: Dataquick*

*e) For-Sale Prototype Price Estimates*

The pricing of new home developments currently on the market combined with the re-sale data noted above formed the basis for KMA's prototype price estimates. The prototype pricing estimates took into consideration the following factors:

- Based on the median home prices in Newark as compared to Union City and Fremont (zip code 94538), the prototype pricing assumes somewhat lower pricing in Newark than in these neighboring locales;
- In general, larger homes sell for a higher total price but a lower price per square foot than smaller homes; and
- In general, newly built homes sell for a premium over re-sales, all else being equal.

Consistent with these factors, the prices of the Newark residential prototypes have been conservatively estimated lower than the three new developments currently being marketed in Fremont but are higher than the trend line average of re-sale homes.

| For-Sale Prototype Price Estimates | Size | Price | Price PSF |
|---|---|---|---|
| Prototype 1: Larger Lot Single Family Detached Homes | 2,500 sf | $787,500 | $315 |
| Prototype 2: Small Lot Single Family Detached | 2,000 sf | $700,000 | $350 |
| Prototype 3: Townhomes | 1,500 sf | $562,500 | $375 |
| Prototype 4: Stacked Flat Condominiums | 1,300 sf | $580,000* | $446* |

**Price required for feasibility*

It is noted that the sale price for the stacked flat condominium prototype is based on a price required for feasibility rather than a theoretical current market price. Historically, stacked flat condominiums have not been built in Newark or in neighboring jurisdictions due to the fact that the prices that these types of units can be sold for in this area are not sufficient to offset the higher development cost. This study assumes that stacked flat condominiums will only be built if market prices are sufficient to achieve financially feasibility.

*f) Rental Housing Market*

Average apartment rents in Newark are positioned at roughly the mid-point of other cities in Alameda County and slightly above neighboring Fremont and Union City.

| Alameda County Average Apartment Rents (Q4 2013) | | |
|---|---|---|
| 1. | Berkeley | $2,502 |
| 2. | Emeryville | $2,294 |
| 3. | Oakland | $2,133 |
| 4. | Dublin | $2,035 |
| 5. | Pleasanton | $1,924 |
| 6. | Newark | $1,856 |
| 7. | Fremont | $1,801 |
| 8. | Union City | $1,798 |
| 9. | Alameda | $1,757 |
| 10. | Livermore | $1,615 |
| 11. | Hayward | $1,465 |
| 12. | Castro Valley | $1,430 |
| 13. | San Leandro | $1,305 |

*Source: RealFacts*

In general, the apartment market throughout the Bay Area has enjoyed increasingly healthy conditions in the last few years, evidenced by rising rents and high occupancy rates.

In order to estimate apartment rents for newly built units in Newark, KMA conducted a survey of eleven apartment developments in Newark, Union City, and Fremont. Of these properties, the range of rents is roughly as follows (additional detail is contained in Appendix 1: Table 1):

| Apartment Survey | Average Sq. Ft. | Average Rent | Rent/Sq. Ft. |
|---|---|---|---|
| 1-Bedroom | 744 sf | $1,809 - $2,120 | $2.43 - $2.85 |
| 2-Bedroom | 982 sf | $2,165 - $2,371 | $2.20 - $2.41 |
| All Unit Sizes | 863 sf | $1,989 - $2,239 | $2.30 - $2.59 |

*Source: KMA Survey (December 2013)*

*g) Rental Prototype Rent Estimates*

The following are KMA's rent estimates for the Newark rental prototype. While rent growth has been significant over the course of the last several years in the Newark market, we have not escalated current rents for purposes of this analysis. We anticipate the rate of rent growth to slow in the balance of 2014.

| Rental Prototype Rent Estimates | Sq. Ft. | Rent/Month | Rent/Sq. Ft. |
|---|---|---|---|
| Prototype 5: 2-3 Story Apartments | 850 sf | $2,000 | $2.35 |

**APPENDIX 1, TABLE 1**
**ASKING APARMENT RENTS - SELECT DEVELOPMENTS IN NEWARK, UNION CITY, FREMONT**
**RESIDENTIAL NEXUS ANALYSIS**
**CITY OF NEWARK, CA**

| | Sq. Ft. | Low Rent | High Rent | Low $/SF | High $/SF |
|---|---|---|---|---|---|
| Newark Apartments | | | | | |
| **Sycamore Bay** | *37171 Sycamore Street, Newark (Built 1998)* | | | | |
| 1 BD/ 1 BA | 665 | $1,921 | $2,111 | $2.89 | $3.17 |
| 1 BD/ 1 BA | 709 | $1,920 | $2,041 | $2.71 | $2.88 |
| 2 BD/ 2 BA | 958 | $2,984 | $3,110 | $3.11 | $3.25 |
| 2 BD/ 2 BA | 963 | $2,241 | $2,241 | $2.33 | $2.33 |
| 2 BD/ 2 BA | 977 | $2,407 | $2,407 | $2.46 | $2.46 |
| 2 BD/ 2 BA | 1,008 | $2,210 | $2,437 | $2.19 | $2.42 |
| Average | 880 | $2,281 | $2,391 | $2.59 | $2.72 |
| **Bay Bridge Apartments** | *35655 Haley Street, Newark (Built 1981)* | | | | |
| 1 BD/ 1 BA | 487 | $1,380 | $1,380 | $2.83 | $2.83 |
| 2 BD/ 1 BA | 749 | $1,645 | $1,645 | $2.20 | $2.20 |
| Average | 618 | $1,513 | $1,513 | $2.45 | $2.45 |
| **Alderwood Park** | *37057 Magnolia Street, Newark (Built 1986)* | | | | |
| 1 BD/ 1 BA | 685 | $1,521 | $1,636 | $2.22 | $2.39 |
| 2 BD/ 1 BA | 850 | $1,776 | $1,939 | $2.09 | $2.28 |
| 2 BD/ 2 BA | 909 | $1,922 | $1,922 | $2.11 | $2.11 |
| Average | 815 | $1,740 | $1,832 | $2.14 | $2.25 |
| Union City Apartments | | | | | |
| **Avalon Union City** | *24 Union Square, Union City (Built 2009)* | | | | |
| 1 BD/ 1 BA | 683 | $1,725 | $2,800 | $2.53 | $4.10 |
| 1 BD/ 1 BA | 700 | $1,755 | $2,800 | $2.51 | $4.00 |
| 1 BD/ 1 BA | 732 | $1,750 | $2,840 | $2.39 | $3.88 |
| 1 BD/ 1 BA | 792 | $1,830 | $2,875 | $2.31 | $3.63 |
| 1 BD/ 1 BA | 919 | $1,850 | $2,895 | $2.01 | $3.15 |
| 2 BD/ 1 BA | 1,146 | $2,195 | $3,505 | $1.92 | $3.06 |
| 2 BD/ 2 BA | 1,331 | $2,305 | $3,625 | $1.73 | $2.72 |
| Average | 900 | $1,916 | $3,049 | $2.13 | $3.39 |
| **Eaves Union City** | *2175 Decoto Road, Union City (Built 1973)* | | | | |
| 1 BD/ 1 BA | 650 | $1,660 | $1,795 | $2.55 | $2.76 |
| 1 BD/ 1 BA | 650 | $1,500 | $1,520 | $2.31 | $2.34 |
| 2 BD/ 1 BA | 830 | $1,885 | $1,970 | $2.27 | $2.37 |
| 2 BD/ 1 BA | 830 | $1,795 | $1,835 | $2.16 | $2.21 |
| Average | 740 | $1,710 | $1,780 | $2.31 | $2.41 |

| | Sq. Ft. | Low Rent | High Rent | Low $/SF | High $/SF |
|---|---|---|---|---|---|
| **Verandas** | *33 Union Square, Union City (Built 1989)* | | | | |
| 1 BD/ 1 BA | 603 | $1,630 | $2,244 | $2.70 | $3.72 |
| 1 BD/ 1 BA | 777 | $1,735 | $2,537 | $2.23 | $3.27 |
| 2 BD/ 2 BA | 955 | $1,998 | $2,854 | $2.09 | $2.99 |
| Average | 778 | $1,788 | $2,545 | $2.30 | $3.27 |
| **Skylark** | *34655 Skylark Drive, Union City (Built 1986)* | | | | |
| 1 BD/ 1 BA | 716 | $1,575 | $1,575 | $2.20 | $2.20 |
| 2 BD/ 1 BA | 850 | $1,620 | $1,620 | $1.91 | $1.91 |
| 2 BD/ 2 BA | 913 | $1,775 | $1,790 | $1.94 | $1.96 |
| 2 BD/ 2 BA | 946 | $1,795 | $1,830 | $1.90 | $1.93 |
| Average | 856 | $1,691 | $1,704 | $1.98 | $1.99 |
| Fremont Apartments | | | | | |
| **Paragon** | *3700 Beacon Avenue, Fremont (Built 2013)* | | | | |
| 1 BD/ 1 BA | 685 | $1,865 | $1,895 | $2.72 | $2.77 |
| 1 BD/ 1 BA | 738 | $1,960 | $2,050 | $2.66 | $2.78 |
| 1 BD/ 1 BA | 832 | $2,115 | $2,130 | $2.54 | $2.56 |
| 1 BD/ 1 BA | 854 | $2,190 | $2,190 | $2.56 | $2.56 |
| 2 BD/ 2 BA | 1,058 | $2,430 | $2,475 | $2.30 | $2.34 |
| 2 BD/ 2 BA | 1,111 | $2,650 | $2,650 | $2.39 | $2.39 |
| 2 BD/ 2 BA | 1,159 | $2,575 | $2,575 | $2.22 | $2.22 |
| 2 BD/ 2 BA | 1,179 | $2,500 | $2,645 | $2.12 | $2.24 |
| Average | 952 | $2,286 | $2,326 | $2.40 | $2.44 |
| **Archstone Fremont Center** | *39410 Civic Drive, Fremont (Built 2001)* | | | | |
| 1 BD/ 1 BA | 786 | $1,940 | $1,960 | $2.47 | $2.49 |
| 1 BD/ 1 BA | 798 | $2,005 | $2,005 | $2.51 | $2.51 |
| 1 BD/ 1 BA | 925 | $2,060 | $2,160 | $2.23 | $2.34 |
| 1 BD/ 1 BA | 1,050 | $2,090 | $2,090 | $1.99 | $1.99 |
| 2 BD/ 2 BA | 982 | $2,415 | $2,505 | $2.46 | $2.55 |
| 2 BD/ 2 BA | 1,039 | $2,410 | $2,410 | $2.32 | $2.32 |
| 3 BD/ 2 BA | 1,421 | $3,235 | $3,235 | $2.28 | $2.28 |
| Average | 1,000 | $2,308 | $2,338 | $2.31 | $2.34 |
| **Creekside Village** | *2999 Sequoia Avenue, Fremont (Built 1986)* | | | | |
| 1 BD/ 1 BA | 640 | $1,706 | $1,994 | $2.67 | $3.12 |
| 1 BD/ 1 BA | 720 | $1,762 | $1,968 | $2.45 | $2.73 |
| 2 BD/ 2 BA | 870 | $2,079 | $2,260 | $2.39 | $2.60 |
| 2 BD/ 2 BA | 910 | $2,182 | $2,442 | $2.40 | $2.68 |
| Average | 785 | $1,932 | $2,166 | $2.46 | $2.76 |
| **Avalon Fremont** | *39939 Stevenson Common, Fremont (Built 1992)* | | | | |
| 1 BD/ 1 BA | 761 | $1,760 | $1,790 | $2.31 | $2.35 |
| 1 BD/ 1 BA | 785 | $1,820 | $1,845 | $2.32 | $2.35 |
| 2 BD/ 2 BA | 1,056 | $2,165 | $2,205 | $2.05 | $2.09 |
| Average | 867 | $1,915 | $1,947 | $2.21 | $2.24 |

Source: Project websites; ApartmentGuide.com; Rent.com; RealFacts (December 2013)

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## APPENDIX 2: SUPPORTING TECHNICAL TABLES

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**APPENDIX 2, TABLE 1**
**WORKER OCCUPATION DISTRIBUTION, 2012**
**SERVICES TO HOUSEHOLDS EARNING $75-$100,000, RESIDENT SERVICES**
**RESIDENTIAL NEXUS ANALYSIS**
**CITY OF NEWARK, CA**

| Major Occupations (2% or more) | Worker Occupation Distribution[1] Services to Households Earning $75-$100,000 |
|---|---|
| Management Occupations | *4.0%* |
| Business and Financial Operations Occupations | *3.4%* |
| Education, Training, and Library Occupations | *2.7%* |
| Healthcare Practitioners and Technical Occupations | *8.4%* |
| Healthcare Support Occupations | *4.9%* |
| Food Preparation and Serving Related Occupations | *14.8%* |
| Building and Grounds Cleaning and Maintenance Occupations | *5.7%* |
| Personal Care and Service Occupations | *5.2%* |
| Sales and Related Occupations | *14.3%* |
| Office and Administrative Support Occupations | *15.4%* |
| Installation, Maintenance, and Repair Occupations | *3.7%* |
| Transportation and Material Moving Occupations | *5.3%* |
| All Other Worker Occupations - Services to Households Earning $75-$100,000 | *12.1%* |
| **INDUSTRY TOTAL** | 100.0% |

[1] Distribution of employment by industry is per the IMPLAN model and the distribution of occupational employment within those industries is based on the Bureau of Labor Statistics Occupational Employment Survey.

Source: Bureau of Labor Statistics, IMPLAN
Keyser Marston Associates, Inc.
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**APPENDIX 2, TABLE 2**
**AVERAGE ANNUAL WORKER COMPENSATION, 2013**
**SERVICES TO HOUSEHOLDS EARNING $75-$100,000**
**RESIDENTIAL NEXUS ANALYSIS**
**CITY OF NEWARK, CA**

| Occupation [3] | 2013 Avg. Compensation [1] | % of Total Occupation Group [2] | % of Total Resident Services Workers |
|---|---|---|---|
| *Page 1 of 4* | | | |
| *Management Occupations* | | | |
| Chief Executives | $199,700 | 3.7% | 0.2% |
| General and Operations Managers | $132,900 | 32.9% | 1.3% |
| Sales Managers | $141,700 | 5.2% | 0.2% |
| Administrative Services Managers | $101,200 | 3.9% | 0.2% |
| Financial Managers | $144,800 | 6.7% | 0.3% |
| Food Service Managers | $51,200 | 5.8% | 0.2% |
| Medical and Health Services Managers | $113,500 | 7.6% | 0.3% |
| Property, Real Estate, and Community Association Managers | $85,600 | 10.8% | 0.4% |
| Social and Community Service Managers | $74,600 | 3.6% | 0.1% |
| All other Management Occupations (Avg. All Categories) | $119,300 | 19.8% | 0.8% |
| *Weighted Mean Annual Wage* | *$119,300* | **100.0%** | **4.0%** |
| *Business and Financial Operations Occupations* | | | |
| Human Resources Specialists | $74,600 | 5.9% | 0.2% |
| Labor Relations Specialists | $81,200 | 3.8% | 0.1% |
| Management Analysts | $103,200 | 5.9% | 0.2% |
| Training and Development Specialists | $86,500 | 4.2% | 0.1% |
| Market Research Analysts and Marketing Specialists | $86,100 | 7.1% | 0.2% |
| Business Operations Specialists, All Other | $89,300 | 13.1% | 0.4% |
| Accountants and Auditors | $80,100 | 17.1% | 0.6% |
| Financial Analysts | $98,300 | 4.7% | 0.2% |
| Personal Financial Advisors | $81,000 | 5.4% | 0.2% |
| Loan Officers | $83,100 | 4.7% | 0.2% |
| All Other Business and Financial Operations Occupations (Avg. All Categories) | $85,700 | 28.2% | 1.0% |
| *Weighted Mean Annual Wage* | *$85,700* | **100.0%** | **3.4%** |
| *Education, Training, and Library Occupations* | | | |
| Vocational Education Teachers, Postsecondary | $57,600 | 4.6% | 0.1% |
| Preschool Teachers, Except Special Education | $33,900 | 12.7% | 0.3% |
| Elementary School Teachers, Except Special Education | $71,200 | 9.2% | 0.2% |
| Middle School Teachers, Except Special and Career/Technical Education | $71,000 | 4.1% | 0.1% |
| Secondary School Teachers, Except Special and Career/Technical Education | $71,600 | 6.4% | 0.2% |
| Self-Enrichment Education Teachers | $51,100 | 10.9% | 0.3% |
| Substitute Teachers | $41,500 | 4.6% | 0.1% |
| Teachers and Instructors, All Other, Except Substitute Teachers | $60,400 | 7.4% | 0.2% |
| Teacher Assistants | $32,000 | 15.9% | 0.4% |
| All Other Education, Training, and Library Occupations (Avg. All Categories) | $50,200 | 24.1% | 0.7% |
| *Weighted Mean Annual Wage* | *$50,200* | **100.0%** | **2.7%** |

Sources: U.S. Bureau of Labor Statistics, California Employment Development Department, IMPLAN
Keyser Marston Associates, Inc.
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**APPENDIX 2, TABLE 2**
**AVERAGE ANNUAL WORKER COMPENSATION, 2013**
**SERVICES TO HOUSEHOLDS EARNING $75-$100,000**
**RESIDENTIAL NEXUS ANALYSIS**
**CITY OF NEWARK, CA**

| Occupation [3] | 2013 Avg. Compensation [1] | % of Total Occupation Group [2] | % of Total Resident Services Workers |
|---|---|---|---|
| *Page 2 of 4* | | | |
| *Healthcare Practitioners and Technical Occupations* | | | |
| Pharmacists | $131,300 | 3.8% | 0.3% |
| Physicians and Surgeons, All Other | $190,500 | 4.4% | 0.4% |
| Registered Nurses | $115,100 | 31.1% | 2.6% |
| Dental Hygienists | $98,900 | 3.8% | 0.3% |
| Pharmacy Technicians | $47,100 | 5.0% | 0.4% |
| Licensed Practical and Licensed Vocational Nurses | $60,400 | 9.5% | 0.8% |
| All Other Healthcare Practitioners and Technical Occupations (Avg. All Categories) | $105,900 | 42.4% | 3.6% |
| *Weighted Mean Annual Wage* | *$105,900* | **100.0%** | **8.4%** |
| *Healthcare Support Occupations* | | | |
| Home Health Aides | $29,100 | 21.3% | 1.0% |
| Nursing Assistants | $35,300 | 32.9% | 1.6% |
| Dental Assistants | $40,300 | 10.0% | 0.5% |
| Medical Assistants | $37,700 | 17.0% | 0.8% |
| All Other Healthcare Support Occupations (Avg. All Categories) | $34,800 | 18.8% | 0.9% |
| *Weighted Mean Annual Wage* | *$34,800* | **100.0%** | **4.9%** |
| *Food Preparation and Serving Related Occupations* | | | |
| First-Line Supervisors of Food Preparation and Serving Workers | $31,700 | 7.0% | 1.0% |
| Cooks, Fast Food | $19,900 | 4.8% | 0.7% |
| Cooks, Restaurant | $26,200 | 9.0% | 1.3% |
| Food Preparation Workers | $22,800 | 6.3% | 0.9% |
| Bartenders | $22,600 | 5.0% | 0.7% |
| Combined Food Preparation and Serving Workers, Including Fast Food | $21,500 | 26.1% | 3.9% |
| Counter Attendants, Cafeteria, Food Concession, and Coffee Shop | $20,600 | 3.6% | 0.5% |
| Waiters and Waitresses | $21,600 | 21.0% | 3.1% |
| Dining Room and Cafeteria Attendants and Bartender Helpers | $19,400 | 3.2% | 0.5% |
| Dishwashers | $21,600 | 4.4% | 0.7% |
| Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop | $20,900 | 3.1% | 0.5% |
| All Other Food Preparation and Serving Related Occupations (Avg. All Categories) | $22,700 | 6.6% | 1.0% |
| *Weighted Mean Annual Wage* | *$22,700* | **100.0%** | **14.8%** |
| *Building and Grounds Cleaning and Maintenance Occupations* | | | |
| First-Line Supervisors of Housekeeping and Janitorial Workers | $47,200 | 3.4% | 0.2% |
| Janitors and Cleaners, Except Maids and Housekeeping Cleaners | $31,800 | 51.0% | 2.9% |
| Maids and Housekeeping Cleaners | $29,600 | 12.4% | 0.7% |
| Landscaping and Groundskeeping Workers | $31,600 | 25.1% | 1.4% |
| All Other Building and Grounds Cleaning and Maintenance Occupations (Avg. All Cat | $32,000 | 8.2% | 0.5% |
| *Weighted Mean Annual Wage* | *$32,000* | **100.0%** | **5.7%** |

Sources: U.S. Bureau of Labor Statistics, California Employment Development Department, IMPLAN
Keyser Marston Associates, Inc.
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**APPENDIX 2, TABLE 2**
**AVERAGE ANNUAL WORKER COMPENSATION, 2013**
**SERVICES TO HOUSEHOLDS EARNING $75-$100,000**
**RESIDENTIAL NEXUS ANALYSIS**
**CITY OF NEWARK, CA**

| Occupation [3] | 2013 Avg. Compensation [1] | % of Total Occupation Group [2] | % of Total Resident Services Workers |
|---|---|---|---|
| *Page 3 of 4* | | | |
| *Personal Care and Service Occupations* | | | |
| First-Line Supervisors of Personal Service Workers | $42,900 | 3.6% | 0.2% |
| Nonfarm Animal Caretakers | $25,500 | 5.1% | 0.3% |
| Ushers, Lobby Attendants, and Ticket Takers | $22,300 | 3.7% | 0.2% |
| Amusement and Recreation Attendants | $22,700 | 5.9% | 0.3% |
| Hairdressers, Hairstylists, and Cosmetologists | $29,500 | 16.8% | 0.9% |
| Manicurists and Pedicurists | $18,900 | 3.0% | 0.2% |
| Childcare Workers | $23,600 | 11.8% | 0.6% |
| Personal Care Aides | $22,600 | 25.9% | 1.4% |
| Fitness Trainers and Aerobics Instructors | $50,600 | 5.6% | 0.3% |
| Recreation Workers | $28,200 | 5.3% | 0.3% |
| All Other Personal Care and Service Occupations (Avg. All Categories) | $27,100 | 13.1% | 0.7% |
| *Weighted Mean Annual Wage* | *$27,100* | **100.0%** | **5.2%** |
| *Sales and Related Occupations* | | | |
| First-Line Supervisors of Retail Sales Workers | $49,500 | 9.8% | 1.4% |
| Cashiers | $26,400 | 25.5% | 3.6% |
| Counter and Rental Clerks | $33,900 | 4.6% | 0.7% |
| Retail Salespersons | $28,700 | 37.1% | 5.3% |
| Sales Representatives, Services, All Other | $71,400 | 3.1% | 0.4% |
| Sales Representatives, Wholesale and Manufacturing, Except Technical and Scientif | $73,800 | 5.3% | 0.8% |
| Real Estate Sales Agents | $36,700 | 3.4% | 0.5% |
| All Other Sales and Related Occupations (Avg. All Categories) | $35,100 | 11.2% | 1.6% |
| *Weighted Mean Annual Wage* | *$35,100* | **100.0%** | **14.3%** |
| *Office and Administrative Support Occupations* | | | |
| First-Line Supervisors of Office and Administrative Support Workers | $62,400 | 6.5% | 1.0% |
| Bookkeeping, Accounting, and Auditing Clerks | $45,900 | 7.5% | 1.2% |
| Customer Service Representatives | $43,200 | 9.4% | 1.4% |
| Receptionists and Information Clerks | $34,600 | 7.9% | 1.2% |
| Stock Clerks and Order Fillers | $29,100 | 11.0% | 1.7% |
| Executive Secretaries and Executive Administrative Assistants | $60,100 | 3.4% | 0.5% |
| Medical Secretaries | $41,800 | 4.7% | 0.7% |
| Secretaries and Administrative Assistants, Except Legal, Medical, and Executive | $43,500 | 10.2% | 1.6% |
| Office Clerks, General | $37,400 | 13.8% | 2.1% |
| All Other Office and Administrative Support Occupations (Avg. All Categories) | $41,800 | 25.6% | 3.9% |
| *Weighted Mean Annual Wage* | *$41,800* | **100.0%** | **15.4%** |
| *Installation, Maintenance, and Repair Occupations* | | | |
| First-Line Supervisors of Mechanics, Installers, and Repairers | $80,500 | 7.8% | 0.3% |
| Automotive Body and Related Repairers | $51,400 | 5.5% | 0.2% |
| Automotive Service Technicians and Mechanics | $50,300 | 20.0% | 0.7% |
| Bus and Truck Mechanics and Diesel Engine Specialists | $58,500 | 3.3% | 0.1% |
| Maintenance and Repair Workers, General | $45,800 | 35.4% | 1.3% |
| All Other Installation, Maintenance, and Repair Occupations (Avg. All Categories) | $51,800 | 28.0% | 1.0% |
| *Weighted Mean Annual Wage* | *$51,800* | **100.0%** | **3.7%** |

Sources: U.S. Bureau of Labor Statistics, California Employment Development Department, IMPLAN
Keyser Marston Associates, Inc.
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**APPENDIX 2, TABLE 2**
**AVERAGE ANNUAL WORKER COMPENSATION, 2013**
**SERVICES TO HOUSEHOLDS EARNING $75-$100,000**
**RESIDENTIAL NEXUS ANALYSIS**
**CITY OF NEWARK, CA**

| Occupation [3] | 2013 Avg. Compensation [1] | % of Total Occupation Group [2] | % of Total Resident Services Workers |
|---|---|---|---|
| *Page 4 of 4* | | | |
| *Transportation and Material Moving Occupations* | | | |
| Bus Drivers, School or Special Client | $35,600 | 6.4% | 0.3% |
| Driver/Sales Workers | $34,100 | 7.9% | 0.4% |
| Heavy and Tractor-Trailer Truck Drivers | $44,800 | 13.1% | 0.7% |
| Light Truck or Delivery Services Drivers | $37,300 | 11.4% | 0.6% |
| Taxi Drivers and Chauffeurs | $29,100 | 3.6% | 0.2% |
| Parking Lot Attendants | $27,400 | 4.1% | 0.2% |
| Industrial Truck and Tractor Operators | $43,400 | 3.4% | 0.2% |
| Cleaners of Vehicles and Equipment | $24,500 | 6.3% | 0.3% |
| Laborers and Freight, Stock, and Material Movers, Hand | $31,400 | 23.4% | 1.2% |
| Packers and Packagers, Hand | $23,700 | 7.0% | 0.4% |
| All Other Transportation and Material Moving Occupations (Avg. All Categories) | $33,800 | 13.4% | 0.7% |
| *Weighted Mean Annual Wage* | *$33,800* | **100.0%** | **5.3%** |
| | | | 87.9% |

[1] The methodology utilized by the California Employment Development Department (EDD) assumes that hourly paid employees are employed full-time. Annual compensation is calculated by EDD by multiplying hourly wages by 40 hours per work week by 52 weeks.

[2] Occupation percentages are based on the 2012 National Industry - Specific Occupational Employment survey compiled by the Bureau of Labor Statistics. Wages are based on the 2012 Occupational Employment Survey data for Alameda County, updated by the California Employment Development Department to 2013 wage levels.

[3] Including occupations representing 3% or more of the major occupation group

Sources: U.S. Bureau of Labor Statistics, California Employment Development Department, IMPLAN
Keyser Marston Associates, Inc.
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**APPENDIX 2, TABLE 3**
**WORKER OCCUPATION DISTRIBUTION, 2012**
**SERVICES TO HOUSEHOLDS EARNING $100,000 TO $150,000**
**RESIDENTIAL NEXUS ANALYSIS**
**CITY OF NEWARK, CA**

| Major Occupations (2% or more) | Worker Occupation Distribution[1] Services to Households Earning $100,000 to $150,000 |
|---|---|
| Management Occupations | *3.9%* |
| Business and Financial Operations Occupations | *3.4%* |
| Education, Training, and Library Occupations | *3.2%* |
| Healthcare Practitioners and Technical Occupations | *8.1%* |
| Healthcare Support Occupations | *4.7%* |
| Food Preparation and Serving Related Occupations | *14.8%* |
| Building and Grounds Cleaning and Maintenance Occupations | *5.6%* |
| Personal Care and Service Occupations | *5.4%* |
| Sales and Related Occupations | *14.7%* |
| Office and Administrative Support Occupations | *15.3%* |
| Installation, Maintenance, and Repair Occupations | *3.5%* |
| Transportation and Material Moving Occupations | *5.3%* |
| All Other Worker Occupations - Services to Households Earning $100,000 to $150,000 | *12.1%* |
| **INDUSTRY TOTAL** | 100.0% |

[1] Distribution of employment by industry is per the IMPLAN model and the distribution of occupational employment within those industries is based on the Bureau of Labor Statistics Occupational Employment Survey.

Source: Bureau of Labor Statistics, IMPLAN
Keyser Marston Associates, Inc.
\\Sf-fs2\wp\16\16090\001\100-150k Newark 2-26-14; 2/27/2014; dd

**APPENDIX 2, TABLE 4**
**AVERAGE ANNUAL WORKER COMPENSATION, 2013**
**SERVICES TO HOUSEHOLDS EARNING $100,000 TO $150,000**
**RESIDENTIAL NEXUS ANALYSIS**
**CITY OF NEWARK, CA**

| Occupation [3] | 2013 Avg. Compensation [1] | % of Total Occupation Group [2] | % of Total Resident Services Workers |
|---|---|---|---|
| *Page 1 of 4* | | | |
| *Management Occupations* | | | |
| Chief Executives | $199,700 | 3.8% | 0.1% |
| General and Operations Managers | $132,900 | 33.5% | 1.3% |
| Sales Managers | $141,700 | 5.2% | 0.2% |
| Administrative Services Managers | $101,200 | 3.9% | 0.2% |
| Financial Managers | $144,800 | 6.8% | 0.3% |
| Food Service Managers | $51,200 | 5.9% | 0.2% |
| Medical and Health Services Managers | $113,500 | 7.3% | 0.3% |
| Property, Real Estate, and Community Association Managers | $85,600 | 8.6% | 0.3% |
| Social and Community Service Managers | $74,600 | 4.0% | 0.2% |
| Managers, All Other | $134,300 | 3.1% | 0.1% |
| All other Management Occupations (Avg. All Categories) | $120,700 | 17.8% | 0.7% |
| *Weighted Mean Annual Wage* | *$120,700* | **100.0%** | **3.9%** |
| *Business and Financial Operations Occupations* | | | |
| Human Resources Specialists | $74,600 | 5.9% | 0.2% |
| Labor Relations Specialists | $81,200 | 4.0% | 0.1% |
| Management Analysts | $103,200 | 5.8% | 0.2% |
| Training and Development Specialists | $86,500 | 4.3% | 0.1% |
| Market Research Analysts and Marketing Specialists | $86,100 | 6.9% | 0.2% |
| Business Operations Specialists, All Other | $89,300 | 13.2% | 0.5% |
| Accountants and Auditors | $80,100 | 16.6% | 0.6% |
| Financial Analysts | $98,300 | 4.8% | 0.2% |
| Personal Financial Advisors | $81,000 | 5.8% | 0.2% |
| Loan Officers | $83,100 | 4.9% | 0.2% |
| All Other Business and Financial Operations Occupations (Avg. All Categories) | $85,700 | 27.9% | 1.0% |
| *Weighted Mean Annual Wage* | *$85,700* | **100.0%** | **3.4%** |
| *Education, Training, and Library Occupations* | | | |
| Vocational Education Teachers, Postsecondary | $57,600 | 4.7% | 0.1% |
| Preschool Teachers, Except Special Education | $33,900 | 13.0% | 0.4% |
| Elementary School Teachers, Except Special Education | $71,200 | 9.1% | 0.3% |
| Middle School Teachers, Except Special and Career/Technical Education | $71,000 | 4.0% | 0.1% |
| Secondary School Teachers, Except Special and Career/Technical Education | $71,600 | 6.2% | 0.2% |
| Self-Enrichment Education Teachers | $51,100 | 10.8% | 0.3% |
| Substitute Teachers | $41,500 | 4.4% | 0.1% |
| Teachers and Instructors, All Other, Except Substitute Teachers | $60,400 | 7.5% | 0.2% |
| Teacher Assistants | $32,000 | 15.8% | 0.5% |
| All Other Education, Training, and Library Occupations (Avg. All Categories) | $50,100 | 24.5% | 0.8% |
| *Weighted Mean Annual Wage* | *$50,100* | **100.0%** | **3.2%** |

Sources: U.S. Bureau of Labor Statistics, California Employment Development Department, IMPLAN
Keyser Marston Associates, Inc.
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**APPENDIX 2, TABLE 4**
**AVERAGE ANNUAL WORKER COMPENSATION, 2013**
**SERVICES TO HOUSEHOLDS EARNING $100,000 TO $150,000**
**RESIDENTIAL NEXUS ANALYSIS**
**CITY OF NEWARK, CA**

| Occupation [3] | 2013 Avg. Compensation [1] | % of Total Occupation Group [2] | % of Total Resident Services Workers |
|---|---|---|---|
| *Page 2 of 4* | | | |
| *Healthcare Practitioners and Technical Occupations* | | | |
| Pharmacists | $131,300 | 4.1% | 0.3% |
| Physicians and Surgeons, All Other | $190,500 | 4.3% | 0.4% |
| Registered Nurses | $115,100 | 30.7% | 2.5% |
| Dental Hygienists | $98,900 | 3.7% | 0.3% |
| Pharmacy Technicians | $47,100 | 5.5% | 0.4% |
| Licensed Practical and Licensed Vocational Nurses | $60,400 | 9.4% | 0.8% |
| All Other Healthcare Practitioners and Technical Occupations (Avg. All Categories) | $105,500 | 42.2% | 3.4% |
| *Weighted Mean Annual Wage* | *$105,500* | **100.0%** | **8.1%** |
| *Healthcare Support Occupations* | | | |
| Home Health Aides | $29,100 | 21.9% | 1.0% |
| Nursing Assistants | $35,300 | 32.6% | 1.5% |
| Dental Assistants | $40,300 | 9.9% | 0.5% |
| Medical Assistants | $37,700 | 16.7% | 0.8% |
| All Other Healthcare Support Occupations (Avg. All Categories) | $34,700 | 18.9% | 0.9% |
| *Weighted Mean Annual Wage* | *$34,700* | **100.0%** | **4.7%** |
| *Food Preparation and Serving Related Occupations* | | | |
| First-Line Supervisors of Food Preparation and Serving Workers | $31,700 | 7.0% | 1.0% |
| Cooks, Fast Food | $19,900 | 4.8% | 0.7% |
| Cooks, Restaurant | $26,200 | 9.0% | 1.3% |
| Food Preparation Workers | $22,800 | 6.4% | 0.9% |
| Bartenders | $22,600 | 5.0% | 0.7% |
| Combined Food Preparation and Serving Workers, Including Fast Food | $21,500 | 26.2% | 3.9% |
| Counter Attendants, Cafeteria, Food Concession, and Coffee Shop | $20,600 | 3.6% | 0.5% |
| Waiters and Waitresses | $21,600 | 20.9% | 3.1% |
| Dining Room and Cafeteria Attendants and Bartender Helpers | $19,400 | 3.2% | 0.5% |
| Dishwashers | $21,600 | 4.4% | 0.6% |
| Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop | $20,900 | 3.1% | 0.5% |
| All Other Food Preparation and Serving Related Occupations (Avg. All Categories) | $22,700 | 6.6% | 1.0% |
| *Weighted Mean Annual Wage* | *$22,700* | **100.0%** | **14.8%** |
| *Building and Grounds Cleaning and Maintenance Occupations* | | | |
| First-Line Supervisors of Housekeeping and Janitorial Workers | $47,200 | 3.4% | 0.2% |
| Janitors and Cleaners, Except Maids and Housekeeping Cleaners | $31,800 | 51.2% | 2.9% |
| Maids and Housekeeping Cleaners | $29,600 | 11.9% | 0.7% |
| Landscaping and Groundskeeping Workers | $31,600 | 25.2% | 1.4% |
| All Other Building and Grounds Cleaning and Maintenance Occupations (Avg. All Cat | $32,000 | 8.3% | 0.5% |
| *Weighted Mean Annual Wage* | *$32,000* | **100.0%** | **5.6%** |

Sources: U.S. Bureau of Labor Statistics, California Employment Development Department, IMPLAN
Keyser Marston Associates, Inc.
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**APPENDIX 2, TABLE 4**
**AVERAGE ANNUAL WORKER COMPENSATION, 2013**
**SERVICES TO HOUSEHOLDS EARNING $100,000 TO $150,000**
**RESIDENTIAL NEXUS ANALYSIS**
**CITY OF NEWARK, CA**

| Occupation [3] | 2013 Avg. Compensation [1] | % of Total Occupation Group [2] | % of Total Resident Services Workers |
|---|---|---|---|
| *Page 3 of 4* | | | |
| *Personal Care and Service Occupations* | | | |
| First-Line Supervisors of Personal Service Workers | $42,900 | 3.6% | 0.2% |
| Nonfarm Animal Caretakers | $25,500 | 5.2% | 0.3% |
| Ushers, Lobby Attendants, and Ticket Takers | $22,300 | 3.6% | 0.2% |
| Amusement and Recreation Attendants | $22,700 | 5.9% | 0.3% |
| Hairdressers, Hairstylists, and Cosmetologists | $29,500 | 15.9% | 0.9% |
| Childcare Workers | $23,600 | 13.3% | 0.7% |
| Personal Care Aides | $22,600 | 25.9% | 1.4% |
| Fitness Trainers and Aerobics Instructors | $50,600 | 5.7% | 0.3% |
| Recreation Workers | $28,200 | 5.3% | 0.3% |
| All Other Personal Care and Service Occupations (Avg. All Categories) | $27,300 | 15.6% | 0.8% |
| *Weighted Mean Annual Wage* | *$27,300* | **100.0%** | **5.4%** |
| *Sales and Related Occupations* | | | |
| First-Line Supervisors of Retail Sales Workers | $49,500 | 10.2% | 1.5% |
| Cashiers | $26,400 | 26.5% | 3.9% |
| Counter and Rental Clerks | $33,900 | 4.0% | 0.6% |
| Retail Salespersons | $28,700 | 39.1% | 5.8% |
| Sales Representatives, Services, All Other | $71,400 | 3.0% | 0.4% |
| Sales Representatives, Wholesale and Manufacturing, Except Technical and Scientifi | $73,800 | 4.2% | 0.6% |
| All Other Sales and Related Occupations (Avg. All Categories) | $34,300 | 13.0% | 1.9% |
| *Weighted Mean Annual Wage* | *$34,300* | **100.0%** | **14.7%** |
| *Office and Administrative Support Occupations* | | | |
| First-Line Supervisors of Office and Administrative Support Workers | $62,400 | 6.6% | 1.0% |
| Bookkeeping, Accounting, and Auditing Clerks | $45,900 | 7.4% | 1.1% |
| Customer Service Representatives | $43,200 | 9.4% | 1.4% |
| Receptionists and Information Clerks | $34,600 | 7.7% | 1.2% |
| Stock Clerks and Order Fillers | $29,100 | 11.7% | 1.8% |
| Executive Secretaries and Executive Administrative Assistants | $60,100 | 3.3% | 0.5% |
| Medical Secretaries | $41,800 | 4.5% | 0.7% |
| Secretaries and Administrative Assistants, Except Legal, Medical, and Executive | $43,500 | 10.0% | 1.5% |
| Office Clerks, General | $37,400 | 13.6% | 2.1% |
| All Other Office and Administrative Support Occupations (Avg. All Categories) | $41,700 | 25.8% | 3.9% |
| *Weighted Mean Annual Wage* | *$41,700* | **100.0%** | **15.3%** |
| *Installation, Maintenance, and Repair Occupations* | | | |
| First-Line Supervisors of Mechanics, Installers, and Repairers | $80,500 | 7.9% | 0.3% |
| Automotive Body and Related Repairers | $51,400 | 5.9% | 0.2% |
| Automotive Service Technicians and Mechanics | $50,300 | 21.8% | 0.8% |
| Bus and Truck Mechanics and Diesel Engine Specialists | $58,500 | 3.4% | 0.1% |
| Tire Repairers and Changers | $31,000 | 3.3% | 0.1% |
| Maintenance and Repair Workers, General | $45,800 | 32.1% | 1.1% |
| All Other Installation, Maintenance, and Repair Occupations (Avg. All Categories) | $51,200 | 25.7% | 0.9% |
| *Weighted Mean Annual Wage* | *$51,200* | **100.0%** | **3.5%** |

Sources: U.S. Bureau of Labor Statistics, California Employment Development Department, IMPLAN
Keyser Marston Associates, Inc.
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**APPENDIX 2, TABLE 4**
**AVERAGE ANNUAL WORKER COMPENSATION, 2013**
**SERVICES TO HOUSEHOLDS EARNING $100,000 TO $150,000**
**RESIDENTIAL NEXUS ANALYSIS**
**CITY OF NEWARK, CA**

| Occupation [3] | 2013 Avg. Compensation [1] | % of Total Occupation Group [2] | % of Total Resident Services Workers |
|---|---|---|---|
| *Page 4 of 4* | | | |
| *Transportation and Material Moving Occupations* | | | |
| Bus Drivers, School or Special Client | $35,600 | 7.3% | 0.4% |
| Driver/Sales Workers | $34,100 | 7.7% | 0.4% |
| Heavy and Tractor-Trailer Truck Drivers | $44,800 | 12.8% | 0.7% |
| Light Truck or Delivery Services Drivers | $37,300 | 11.2% | 0.6% |
| Taxi Drivers and Chauffeurs | $29,100 | 3.9% | 0.2% |
| Parking Lot Attendants | $27,400 | 4.2% | 0.2% |
| Industrial Truck and Tractor Operators | $43,400 | 3.2% | 0.2% |
| Cleaners of Vehicles and Equipment | $24,500 | 6.4% | 0.3% |
| Laborers and Freight, Stock, and Material Movers, Hand | $31,400 | 22.7% | 1.2% |
| Packers and Packagers, Hand | $23,700 | 7.1% | 0.4% |
| All Other Transportation and Material Moving Occupations (Avg. All Categories) | $33,700 | 13.5% | 0.7% |
| *Weighted Mean Annual Wage* | *$33,700* | **100.0%** | **5.3%** |
| | | | 87.9% |

[1] The methodology utilized by the California Employment Development Department (EDD) assumes that hourly paid employees are employed full-time. Annual compensation is calculated by EDD by multiplying hourly wages by 40 hours per work week by 52 weeks.

[2] Occupation percentages are based on the 2012 National Industry - Specific Occupational Employment survey compiled by the Bureau of Labor Statistics. Wages are based on the 2012 Occupational Employment Survey data for Alameda County, updated by the California Employment Development Department to 2013 wage levels.

[3] Including occupations representing 3% or more of the major occupation group

Sources: U.S. Bureau of Labor Statistics, California Employment Development Department, IMPLAN
Keyser Marston Associates, Inc.
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**APPENDIX 2, TABLE 5**
**WORKER OCCUPATION DISTRIBUTION, 2012**
**SERVICES TO HOUSEHOLDS EARNING $150,000 AND OVER**
**RESIDENTIAL NEXUS ANALYSIS**
**CITY OF NEWARK, CA**

| Major Occupations (2% or more) | Worker Occupation Distribution[1] Services to Households Earning $150,000 and over |
|---|---|
| Management Occupations | *4.0%* |
| Business and Financial Operations Occupations | *3.5%* |
| Education, Training, and Library Occupations | *4.5%* |
| Healthcare Practitioners and Technical Occupations | *7.2%* |
| Healthcare Support Occupations | *4.1%* |
| Food Preparation and Serving Related Occupations | *14.0%* |
| Building and Grounds Cleaning and Maintenance Occupations | *5.9%* |
| Personal Care and Service Occupations | *5.6%* |
| Sales and Related Occupations | *15.0%* |
| Office and Administrative Support Occupations | *15.1%* |
| Installation, Maintenance, and Repair Occupations | *3.4%* |
| Transportation and Material Moving Occupations | *5.4%* |
| All Other Worker Occupations - Services to Households Earning $150,000 and over | *12.4%* |
| **INDUSTRY TOTAL** | 100.0% |

[1] Distribution of employment by industry is per the IMPLAN model and the distribution of occupational employment within those industries is based on the Bureau of Labor Statistics Occupational Employment Survey.

Source: Bureau of Labor Statistics, IMPLAN
Keyser Marston Associates, Inc.
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**APPENDIX 2, TABLE 6**
**AVERAGE ANNUAL WORKER COMPENSATION, 2013**
**SERVICES TO HOUSEHOLDS EARNING $150,000 AND OVER**
**RESIDENTIAL NEXUS ANALYSIS**
**CITY OF NEWARK, CA**

| Occupation [3] | 2013 Avg. Compensation [1] | % of Total Occupation Group [2] | % of Total Resident Services Workers |
|---|---|---|---|
| *Page 1 of 4* | | | |
| *Management Occupations* | | | |
| Chief Executives | $199,700 | 3.9% | 0.2% |
| General and Operations Managers | $132,900 | 33.8% | 1.3% |
| Sales Managers | $141,700 | 5.1% | 0.2% |
| Administrative Services Managers | $101,200 | 4.0% | 0.2% |
| Financial Managers | $144,800 | 6.8% | 0.3% |
| Food Service Managers | $51,200 | 5.5% | 0.2% |
| Medical and Health Services Managers | $113,500 | 6.4% | 0.3% |
| Property, Real Estate, and Community Association Managers | $85,600 | 7.5% | 0.3% |
| Social and Community Service Managers | $74,600 | 4.2% | 0.2% |
| Managers, All Other | $134,300 | 3.2% | 0.1% |
| All other Management Occupations (Avg. All Categories) | $121,600 | 19.8% | 0.8% |
| *Weighted Mean Annual Wage* | *$121,600* | **100.0%** | **4.0%** |
| *Business and Financial Operations Occupations* | | | |
| Human Resources Specialists | $74,600 | 5.7% | 0.2% |
| Labor Relations Specialists | $81,200 | 4.0% | 0.1% |
| Management Analysts | $103,200 | 5.8% | 0.2% |
| Training and Development Specialists | $86,500 | 4.6% | 0.2% |
| Market Research Analysts and Marketing Specialists | $86,100 | 6.7% | 0.2% |
| Business Operations Specialists, All Other | $89,300 | 13.5% | 0.5% |
| Accountants and Auditors | $80,100 | 16.2% | 0.6% |
| Financial Analysts | $98,300 | 4.7% | 0.2% |
| Personal Financial Advisors | $81,000 | 5.8% | 0.2% |
| Loan Officers | $83,100 | 4.8% | 0.2% |
| All Other Business and Financial Operations Occupations (Avg. All Categories) | $85,800 | 28.1% | 1.0% |
| *Weighted Mean Annual Wage* | *$85,800* | **100.0%** | **3.5%** |
| *Education, Training, and Library Occupations* | | | |
| Vocational Education Teachers, Postsecondary | $57,600 | 5.0% | 0.2% |
| Preschool Teachers, Except Special Education | $33,900 | 12.8% | 0.6% |
| Elementary School Teachers, Except Special Education | $71,200 | 8.9% | 0.4% |
| Middle School Teachers, Except Special and Career/Technical Education | $71,000 | 4.0% | 0.2% |
| Secondary School Teachers, Except Special and Career/Technical Education | $71,600 | 6.2% | 0.3% |
| Self-Enrichment Education Teachers | $51,100 | 10.3% | 0.5% |
| Substitute Teachers | $41,500 | 4.3% | 0.2% |
| Teachers and Instructors, All Other, Except Substitute Teachers | $60,400 | 7.6% | 0.3% |
| Teacher Assistants | $32,000 | 15.5% | 0.7% |
| All Other Education, Training, and Library Occupations (Avg. All Categories) | $50,200 | 25.4% | 1.1% |
| *Weighted Mean Annual Wage* | *$50,200* | **100.0%** | **4.5%** |

Sources: U.S. Bureau of Labor Statistics, California Employment Development Department, IMPLAN
Keyser Marston Associates, Inc.
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**APPENDIX 2, TABLE 6**
**AVERAGE ANNUAL WORKER COMPENSATION, 2013**
**SERVICES TO HOUSEHOLDS EARNING $150,000 AND OVER**
**RESIDENTIAL NEXUS ANALYSIS**
**CITY OF NEWARK, CA**

| Occupation [3] | 2013 Avg. Compensation [1] | % of Total Occupation Group [2] | % of Total Resident Services Workers |
|---|---|---|---|
| *Page 2 of 4* | | | |
| *Healthcare Practitioners and Technical Occupations* | | | |
| Pharmacists | $131,300 | 4.6% | 0.3% |
| Physicians and Surgeons, All Other | $190,500 | 4.2% | 0.3% |
| Registered Nurses | $115,100 | 30.1% | 2.2% |
| Dental Hygienists | $98,900 | 3.6% | 0.3% |
| Pharmacy Technicians | $47,100 | 6.3% | 0.5% |
| Licensed Practical and Licensed Vocational Nurses | $60,400 | 9.3% | 0.7% |
| All Other Healthcare Practitioners and Technical Occupations (Avg. All Categories) | $104,800 | 41.9% | 3.0% |
| *Weighted Mean Annual Wage* | *$104,800* | **100.0%** | **7.2%** |
| *Healthcare Support Occupations* | | | |
| Home Health Aides | $29,100 | 22.6% | 0.9% |
| Nursing Assistants | $35,300 | 32.1% | 1.3% |
| Dental Assistants | $40,300 | 9.6% | 0.4% |
| Medical Assistants | $37,700 | 16.4% | 0.7% |
| All Other Healthcare Support Occupations (Avg. All Categories) | $34,600 | 19.3% | 0.8% |
| *Weighted Mean Annual Wage* | *$34,600* | **100.0%** | **4.1%** |
| *Food Preparation and Serving Related Occupations* | | | |
| First-Line Supervisors of Food Preparation and Serving Workers | $31,700 | 7.0% | 1.0% |
| Cooks, Fast Food | $19,900 | 4.7% | 0.7% |
| Cooks, Restaurant | $26,200 | 8.9% | 1.2% |
| Food Preparation Workers | $22,800 | 6.5% | 0.9% |
| Bartenders | $22,600 | 5.1% | 0.7% |
| Combined Food Preparation and Serving Workers, Including Fast Food | $21,500 | 26.1% | 3.7% |
| Counter Attendants, Cafeteria, Food Concession, and Coffee Shop | $20,600 | 3.7% | 0.5% |
| Waiters and Waitresses | $21,600 | 20.8% | 2.9% |
| Dining Room and Cafeteria Attendants and Bartender Helpers | $19,400 | 3.2% | 0.4% |
| Dishwashers | $21,600 | 4.3% | 0.6% |
| Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop | $20,900 | 3.0% | 0.4% |
| All Other Food Preparation and Serving Related Occupations (Avg. All Categories) | $22,700 | 6.6% | 0.9% |
| *Weighted Mean Annual Wage* | *$22,700* | **100.0%** | **14.0%** |
| *Building and Grounds Cleaning and Maintenance Occupations* | | | |
| First-Line Supervisors of Housekeeping and Janitorial Workers | $47,200 | 3.4% | 0.2% |
| First-Line Supervisors of Landscaping, Lawn Service, and Groundskeeping Workers | $53,300 | 3.0% | 0.2% |
| Janitors and Cleaners, Except Maids and Housekeeping Cleaners | $31,800 | 51.6% | 3.0% |
| Maids and Housekeeping Cleaners | $29,600 | 11.0% | 0.6% |
| Landscaping and Groundskeeping Workers | $31,600 | 25.5% | 1.5% |
| All Other Building and Grounds Cleaning and Maintenance Occupations (Avg. All Cat | $32,700 | 5.4% | 0.3% |
| *Weighted Mean Annual Wage* | *$32,700* | **100.0%** | **5.9%** |

Sources: U.S. Bureau of Labor Statistics, California Employment Development Department, IMPLAN
Keyser Marston Associates, Inc.
\\Sf-fs2\wp\16\16090\001\150k plus Newark 2-26-14; 2/27/2014; dd

**APPENDIX 2, TABLE 6**
**AVERAGE ANNUAL WORKER COMPENSATION, 2013**
**SERVICES TO HOUSEHOLDS EARNING $150,000 AND OVER**
**RESIDENTIAL NEXUS ANALYSIS**
**CITY OF NEWARK, CA**

| Occupation [3] | 2013 Avg. Compensation [1] | % of Total Occupation Group [2] | % of Total Resident Services Workers |
|---|---|---|---|



| | | | |
|---|---|---|---|
| *Personal Care and Service Occupations* | | | |
| First-Line Supervisors of Personal Service Workers | $42,900 | 3.7% | 0.2% |
| Nonfarm Animal Caretakers | $25,500 | 5.5% | 0.3% |
| Ushers, Lobby Attendants, and Ticket Takers | $22,300 | 3.7% | 0.2% |
| Amusement and Recreation Attendants | $22,700 | 6.2% | 0.3% |
| Hairdressers, Hairstylists, and Cosmetologists | $29,500 | 13.9% | 0.8% |
| Childcare Workers | $23,600 | 16.8% | 0.9% |
| Personal Care Aides | $22,600 | 24.3% | 1.4% |
| Fitness Trainers and Aerobics Instructors | $50,600 | 6.0% | 0.3% |
| Recreation Workers | $28,200 | 5.2% | 0.3% |
| All Other Personal Care and Service Occupations (Avg. All Categories) | $27,300 | 14.8% | 0.8% |
| *Weighted Mean Annual Wage* | *$27,300* | **100.0%** | **5.6%** |
| *Sales and Related Occupations* | | | |
| First-Line Supervisors of Retail Sales Workers | $49,500 | 10.5% | 1.6% |
| Cashiers | $26,400 | 26.9% | 4.0% |
| Counter and Rental Clerks | $33,900 | 3.8% | 0.6% |
| Retail Salespersons | $28,700 | 40.0% | 6.0% |
| Sales Representatives, Services, All Other | $71,400 | 3.0% | 0.5% |
| Sales Representatives, Wholesale and Manufacturing, Except Technical and Scientifi | $73,800 | 3.4% | 0.5% |
| All Other Sales and Related Occupations (Avg. All Categories) | $34,000 | 12.4% | 1.9% |
| *Weighted Mean Annual Wage* | *$34,000* | **100.0%** | **15.0%** |
| *Office and Administrative Support Occupations* | | | |
| First-Line Supervisors of Office and Administrative Support Workers | $62,400 | 6.5% | 1.0% |
| Bookkeeping, Accounting, and Auditing Clerks | $45,900 | 7.4% | 1.1% |
| Customer Service Representatives | $43,200 | 9.5% | 1.4% |
| Receptionists and Information Clerks | $34,600 | 7.3% | 1.1% |
| Stock Clerks and Order Fillers | $29,100 | 12.1% | 1.8% |
| Executive Secretaries and Executive Administrative Assistants | $60,100 | 3.4% | 0.5% |
| Medical Secretaries | $41,800 | 3.9% | 0.6% |
| Secretaries and Administrative Assistants, Except Legal, Medical, and Executive | $43,500 | 10.3% | 1.5% |
| Office Clerks, General | $37,400 | 13.8% | 2.1% |
| All Other Office and Administrative Support Occupations (Avg. All Categories) | $41,700 | 25.8% | 3.9% |
| *Weighted Mean Annual Wage* | *$41,700* | **100.0%** | **15.1%** |
| *Installation, Maintenance, and Repair Occupations* | | | |
| First-Line Supervisors of Mechanics, Installers, and Repairers | $80,500 | 7.9% | 0.3% |
| Automotive Body and Related Repairers | $51,400 | 5.8% | 0.2% |
| Automotive Service Technicians and Mechanics | $50,300 | 22.3% | 0.8% |
| Bus and Truck Mechanics and Diesel Engine Specialists | $58,500 | 3.6% | 0.1% |
| Tire Repairers and Changers | $31,000 | 3.5% | 0.1% |
| Maintenance and Repair Workers, General | $45,800 | 31.1% | 1.0% |
| All Other Installation, Maintenance, and Repair Occupations (Avg. All Categories) | $51,200 | 25.8% | 0.9% |
| *Weighted Mean Annual Wage* | *$51,200* | **100.0%** | **3.4%** |

Sources: U.S. Bureau of Labor Statistics, California Employment Development Department, IMPLAN
Keyser Marston Associates, Inc.
\\Sf-fs2\wp\16\16090\001\150k plus Newark 2-26-14; 2/27/2014; dd

**APPENDIX 2, TABLE 6**
**AVERAGE ANNUAL WORKER COMPENSATION, 2013**
**SERVICES TO HOUSEHOLDS EARNING $150,000 AND OVER**
**RESIDENTIAL NEXUS ANALYSIS**
**CITY OF NEWARK, CA**

| Occupation [3] | 2013 Avg. Compensation [1] | % of Total Occupation Group [2] | % of Total Resident Services Workers |
|---|---|---|---|
| *Page 4 of 4* | | | |
| *Transportation and Material Moving Occupations* | | | |
| Bus Drivers, School or Special Client | $35,600 | 9.2% | 0.5% |
| Driver/Sales Workers | $34,100 | 7.2% | 0.4% |
| Heavy and Tractor-Trailer Truck Drivers | $44,800 | 12.5% | 0.7% |
| Light Truck or Delivery Services Drivers | $37,300 | 10.8% | 0.6% |
| Taxi Drivers and Chauffeurs | $29,100 | 4.5% | 0.2% |
| Parking Lot Attendants | $27,400 | 4.4% | 0.2% |
| Cleaners of Vehicles and Equipment | $24,500 | 6.1% | 0.3% |
| Laborers and Freight, Stock, and Material Movers, Hand | $31,400 | 21.6% | 1.2% |
| Packers and Packagers, Hand | $23,700 | 6.9% | 0.4% |
| All Other Transportation and Material Moving Occupations (Avg. All Categories) | $33,400 | 16.8% | 0.9% |
| *Weighted Mean Annual Wage* | *$33,400* | **100.0%** | **5.4%** |
| | | | 87.6% |

[1] The methodology utilized by the California Employment Development Department (EDD) assumes that hourly paid employees are employed full-time. Annual compensation is calculated by EDD by multiplying hourly wages by 40 hours per work week by 52 weeks.

[2] Occupation percentages are based on the 2012 National Industry - Specific Occupational Employment survey compiled by the Bureau of Labor Statistics. Wages are based on the 2012 Occupational Employment Survey data for Alameda County, updated by the California Employment Development Department to 2013 wage levels.

[3] Including occupations representing 3% or more of the major occupation group

# APPENDIX L

# RESOLUTION NO. 10,132

RESOLUTION NO. 10,132

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ESTABLISHING A PARKS IMPACT FEE OF $7,460 PER RESIDENTIAL UNIT UNDER GOVERNMENT CODE SECTION 66001, REPEALING THE PARK-IN-LIEU FEE (RESOLUTION NO. 5799) AND AMEND THE MASTER FEE SCHEDULE (RESOLUTION NO. 10094) TO REFLECT THESE CHANGES

WHEREAS, the City Council of the City of Newark ("City") is authorized to prescribe and establish fees in regard to services or functions performed by the City for the public in a governmental and proprietary capacity; and

WHEREAS, California Government Code Section 66000 et seq. allows local governments to impose impact fees on new development in order to recover the cost of improvements that are needed to serve that new development; and

WHEREAS, the City of Newark adopted a Park-in-lieu fee by Resolution No. 5799 on May 25, 1989 and established a Quimby Fee by Ordinance No. 264, introduced on March 22, 1990; and

WHEREAS, both of these existing fees are outdated and need to be brought into conformity with current conditions in the City; and

WHEREAS, the City desires to have a single, updated parks impact fee that will ensure that new development pays the cost to continue the current parks standard; and

WHEREAS, the City has prepared the attached 2013 Newark Parks Impact Fee Study which establishes a reasonable relationship between the parks fee and the purpose of the fee; and

WHEREAS, the City has duly noticed, advertised, scheduled, and held a Public Hearing on September 26, 2013; and

WHEREAS, on September 26, 2013, the City Council reviewed material presented in the staff report including the Newark Parks Impact Fee Study, concerning the purpose of the fee and the relationship between the fee and its purpose; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newark which hereby finds, declares, and resolves that:

1) The City herby receives and approves the Newark Parks Impact Fee Study.

2) After considering the Newark Parks Impact Fee Study, this Resolution, and the testimony received at a public hearing, the City herby makes the following findings:

   a) The Park Impact Fee approved pursuant to this Resolution shall be used to fund the cost of parkland acquisition, park and recreation facility development, construction

attributable to new residential development in the City, and any administrative cost associated with the park impact fee program; and

b) The Newark Parks Impact Fee Study demonstrates that there is a reasonable relationship between the amount of the Park Impact Fee and the cost of park facilities attributable to the development upon which the fee is proposed. Since the need for park and recreation facilities is inherently population-driven associated park facility costs are assessed based on average household population.

3) The City finds pursuant to the California Environmental Quality ACT ("CEQA") this action is not a "project" because the Resolution provides a mechanism for funding the acquisition and development of parks but does not involve a commitment to any specific project for such purposes that may result in a potential significant impact on the Environment (CEQA guidelines Section 15378)

4) The City does hereby approve the following park impact fee on new residential development for park land acquisition and development of park and recreational facilities.

Park Impact Fee of $7,460 per residential dwelling unit.

5) The Park Impact Fee would not apply to approved projects that have a Development Agreement or Vesting Tentative Map unless the provisions of the document allow the application of such fees.

6) Residential Developers shall be given a credit against this fee for the actual cost of public parks included in their developments.

7) The Park-in-Lieu fee established by Resolution 5799 is hereby rescinded.

8) The Master Fee Schedule is hereby amended to add a Park Impact Fee of $7,460 and to delete the Park In Lieu Fee and the Quimby Fee, as outlined in Exhibit A.

9) Effective Date: This resolution shall be effective upon the effectiveness of the repeal of Ordinance No. 264 (Quimby Fee).

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on September 26, 2013, by Vice Mayor Apodaca, who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

| | |
|---|---|
| AYES: | Council Members Collazo, Freitas, Marshall, Vice Mayor Apodaca, and Mayor Nagy |
| NOES: | None |
| ABSENT: | None |
| SECONDED: | Council Member Collazo |

APPROVED:

s/ALAN L. NAGY
Mayor

ATTEST:

s/SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:

s/DAVID J. BENOUN
City Attorney

| Enterprise Fund - Cost Center | Account No. | Description | Fee (in dollars) |
|---|---|---|---|
| **V. CAPITAL ASSETS - CONSTRUCTION ENTERPRISE FUND** | | | |
| A. DEVELOPMENT | | | |
| 104-0000<br>208-0000 | 3740 | 1. Street Trees | |
| | | a. City Planted (three year maintenance) | 325/tree |
| 104-0000 | 3850 | 2. Park Impact Fee | 7,460/dwelling unit |
| | | ~~2. Park-in-lieu~~ | |
| | | ~~a. Subdivisions *~~ | |
| | | ~~(1) Single-family home~~ | ~~2,998/dwelling unit~~ |
| | | ~~(2) Multi-family home~~ | ~~2,278/dwelling unit~~ |
| | | ~~b. Conditional use permits **~~ | |
| | | ~~(1) Two or less bedrooms~~ | ~~1,800/dwelling unit~~ |
| | | ~~(2) Three bedrooms~~ | ~~2,000/dwelling unit~~ |
| | | ~~(3) Four or more bedrooms~~ | ~~2,200/dwelling unit~~ |
| | | ~~* Established by Ordinance No. 264. See Chapter 16.30 NMC for definitions of single and multi-family homes.~~ | |
| 400-0000 | 3860 PSF | ~~** An additional fee, based on actual cost for services, may be charged for rentals requiring additional personnel or maintenance~~ | |
| | | 3. Capital Facilities * | |
| | | a. Public Safety | |
| | | (1) Single-family residential | 1,989/unit |
| | | (2) Multi-family residential | 2,079/unit |
| | | (3) Commercial | 1.73/square foot |

# 2013 Newark Parks Impact Fee Study

## Summary

This study calculates the cost to maintain a standard of three acres of improved parkland per 1,000 residents at $7,476.52. This amount has a reasonable relationship to the purpose of the parks impact fee and would be the maximum parks impact fee amount for the City of Newark.

## Purpose of the Newark Parks Impact Fee

The City of Newark's parks impact fee is intended to ensure that the city has adequate parks facilities to serve both new and existing residents, commensurate with the level of parks facilities available to current residents of the city and the standard set forth in the city's general plan.

The recreation element of Newark's general plan establishes a standard of three acres of parkland for every 1,000 residents. This is compatible with the amount of parkland that is currently available to Newark residents, as is shown through the data and calculations below.

| Park | Acres |
|---|---|
| Community Park | 16.54 |
| Lakeshore Park | 25.96 |
| Musick Park | 0.76 |
| MacGregor School Park | 10.3 |
| Eucalyptus Grove North | 1.64 |
| Mayhews Landing Park | 8.35 |
| Mirabeau Park | 6.02 |
| Bridgepointe Park | 3.53 |
| Birch Grove Park | 14.37 |
| Ash Street Park | 6.00 |
| Civic Center Park | 5.00 |
| Eucalyptus Grove South | 3.38 |
| Byington Park | 2.97 |
| Silliman Recreation Center Park | 24.23 |
| TOTAL | 129.05 |

According to the 2010 U.S. Census, the population of Newark is 42,573. This means that Newark currently has a ratio of 3.03 park acres per 1,000 residents. Based on this

information and the standard set in the Newark General Plan, the impact is calculated based on 3 acres of parkland per 1,000 residents.

**Calculation of the Newark Parks Impact Fee**

The calculation to develop the impact fee is as shown below:

Cost per household = (Total cost of one acre of parkland) X
(Parks standard per person) X
(People per household)

Each of the three inputs to the calculation is explained below.

***Total cost of one acre of parkland***
The total cost of one acre of parkland includes both the land cost and the improvement cost. The land cost is the average asking price per acre of vacant land over 0.75 acre in size in the Tri-Cities area (Newark, Fremont and Union City) on one day during the period this study was being prepared (April 26, 2013). Smaller properties were eliminated because of their higher price per acre and the fact that the smallest park in Newark is 0.76 acres (Musick Park). This sample included 15 properties, which are listed in the appendix to this study. To ensure that the average price is reasonable and not unduly influenced by outliers, the two highest and two lowest costs per acre were discarded for the calculation. The result was an average land cost of $345,792.67 per acre.

The improvement cost includes the cost of park design and planning as well as the cost of the improvements themselves. These costs would vary depending on the size of the park and the level of improvements. Park design and planning could be accomplished for approximately $25,000 to $75,000 per park, depending on the level of complexity and the amount of work completed by city staff. For purposes of these calculation, an average of $25,000 per acre of parkland is included for design and planning.

Industry standards for park improvements vary according to the level of improvements needed, with passive use facilities and natural areas requiring less funds per acre and active facilities such as playfields, playgrounds, and bathrooms requiring more. New parks in Newark are expected to be primarily for active use, and therefore an average cost of $200,000 per acre is anticipated.

***Parks standard per person***
The parks standard, as established by the Newark General Plan and the current situation in the city, is 3 acres per 1,000 residents.

***People per household***

The average number of people per household according to the 2010 U.S. Census is 3.28.

*Fee Amount*
Using the formula and data described above, the fee amount would be $7,462.52 per household or dwelling unit.

**Reasonable Relationship between the Purpose of the Fee and the Amount of the Fee**

The fee per dwelling unit is a direct calculation of the cost to acquire and improve the land needed to maintain the city's standard of three acres of parkland per 1,000 residents. Therefore, there is a reasonable relationship between the purpose of the fee and the amount of the fee.

## Appendix: Data Used in Land Cost Calculations

**Listings for Vacant Land in Newark, Fremont & Union City**

***on mls.com on April 26, 2013***

| Address | City | MLS # | Acres | Asking Price | $$/acre |
|---|---|---|---|---|---|
| 0 VARGAS RD | Fremont | 81219469 | 20.03 | 1,250,000 | $62,406.39 |
| 42088 VARGAS RD | Fremont | 40575230 | 20.03 | 1,250,000 | $62,406.39 |
| 0 MILL CREEK RD | Fremont | 40600478 | 54.08 | 3,599,000 | $66,549.56 |
| 0 E WARREN AV | Fremont | 81300462 | 2.27 | 350,000 | $154,185.02 |
| 00 Warren Ave | Fremont | 40610199 | 2.27 | 350,000 | $154,185.02 |
| 501 CRYSTALLINE | Fremont | 21303973 | 18.29 | 3,000,000 | $164,024.06 |
| OMAHA WAY | Fremont | 40595845 | 6.77 | 1,200,000 | $177,252.58 |
| 8100 MOWRY AVE W | Newark | 40599644 | 34.36 | 6,500,000 | $189,173.46 |
| 4897 ST FRANCIS TE | Fremont | 81206823 | 6.19 | 1,200,000 | $193,861.07 |
| 4700 HORNER ST | Union City | 40611674 | 1.7 | 480,000 | $282,352.94 |
| 467 RIVIERA DR | Union City | 40600791 | 1.25 | 430,000 | $344,000.00 |
| 71 MONTCLAIRE DR | Fremont | 40593157 | 2.67 | 1,999,888 | $749,021.72 |
| 36341 MISSION BLVD | Fremont | 40606221 | 0.79 | 1,050,000 | $1,329,113.92 |
| 0 UNION CITY BLVD | Union City | 40430173 | 2 | 3,500,000 | $1,750,000.00 |
| 37629 FREMONT BLVD | Fremont | 40586326 | 0.92 | 2,150,000 | $2,336,956.52 |

# APPENDIX M

# RESOLUTION NO. 10505

RESOLUTION NO. 10505

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK INCREASING THE PARKS IMPACT FEE UNDER GOVERNMENT CODE SECTION 66001, REPEALING THE FEE PREVIOUSLY ESTABLISHED IN RESOLUTION NO. 10132, AND AMENDING THE MASTER FEE SCHEDULE TO REFLECT THESE CHANGES

WHEREAS, the City Council of the City of Newark, a general law city ("City"), is authorized to prescribe and establish fees in regard to services or functions performed by the City for the public in a governmental and proprietary capacity; and

WHEREAS, California Government Code Section 66000 et seq. allows local governments to impose impact fees on new development in order to recover the cost of improvements that are needed to serve that new development; and

WHEREAS, the existing Parks Impact Fee is insufficient, outdated, and needs to be brought into conformity with current conditions in the City; and

WHEREAS, the City desires to have an updated Parks Impact Fee that will ensure that all new development pays the cost to continue the current parks standard; and

WHEREAS, the City has retained Keyser Marston Associates to prepare the Parks and Recreation Facility Development Impact Fee Study, dated May 2016, which establishes a reasonable relationship between the parks fee and the purpose of the fee, which study is incorporated herein and attached as Exhibit A; and

WHEREAS, the City has duly noticed, advertised, scheduled, and held a Public Hearing on June 9, 2016; and

WHEREAS, on June 9, 2016, the City Council reviewed material presented in the staff report including the Parks and Recreation Facility Development Impact Fee Study, concerning the purpose of the fee and the relationship between the fee and its purpose; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newark which hereby finds, declares, and resolves that:

1) The City herby receives and approves the Parks and Recreation Facility Development Impact Fee Study ("Fee Study"), which is attached as Exhibit A to this Resolution.

2) In adopting this Resolution, the City Council is exercising its powers under Article XI, Sections 5 and 7 of the California Constitution, Chapter 5 of Division 1 of the Government Code ("Mitigation Fee Act"), commencing with Section 66000, collectively and separately.

3) After considering the Fee Study, this Resolution, and the testimony received at a public hearing, the City Council hereby makes the following findings:

a) In accordance with Section 66001, subdivision a, paragraph 1 of the Mitigation Fee Act, the purpose of the fees set forth in this Resolution, as specified in Exhibit A, is to provide for an expansion in parks and recreation capital facilities in the City as new growth occurs;

b) In accordance with Section 66001, subdivision a, paragraph 2 of the Mitigation Fee Act, the fees collected pursuant to this Resolution, as specified in Exhibit A, shall be used to acquire land for parks and to construct improvements, such as playing fields, a skate park, or dog park, and other recreational uses and facilities for the City, and shall be used to fund any administrative cost associated with the park impact fee program;

c) In accordance with Section 66001, subdivision a, paragraph 3 of the Mitigation Fee Act, there is a reasonable relationship between the fees use (to pay for the acquisition of park and recreational facilities) and the type of development for which the fees are imposed in that the fees will be applied to residential development in the City, which will generate demands for park and recreational facilities;

d) In accordance with Section 66001, subdivision a, paragraph 4 of the Mitigation Fee Act, the Fee Study demonstrates that there is a reasonable relationship between the amount of the Park Impact Fees and the cost of park facilities attributable to the development upon which the fee is proposed. Since the need for park and recreation facilities is inherently population-driven associated park facility costs are assessed based on average household population; and

e) In accordance with Section 66001, subdivision b of the Mitigation Fee Act, there is a reasonable relationship between the amount of the fees and cost of providing the parkland and park and recreational facilities attributable to the development in the City upon which the fees are imposed in that the fees have been calculated by apportioning the cost of parkland acquisition and park facilities construction to the number of residents attached by each type of new residential unit.

4) The City finds pursuant to the California Environmental Quality Act ("CEQA") this action is not a "project" because the Resolution provides a mechanism for funding the acquisition and development of parks but does not involve a commitment to any specific project for such purposes that may result in a potential significant impact on the Environment (CEQA guidelines Section 15378, Pub. Res. Code Section 21080(b)(8)(D)).

5) The cost estimates set forth in the Fee Study are reasonable estimates for acquiring parkland and constructing park and recreational facilities and the fees expected to be generated by future development will not exceed the future projected cost of acquiring parkland and constructing park and recreational facilities.

6) The method of allocation of the fees to particular development bears a fair relationship and is roughly proportional to each development's burden on and benefits from the park and recreational facilities to be funded by the fees, in that the fees are calculated based on the number of residents each particular development will attract.

7) The Fee Study is a detailed analysis of how parks and recreational services will be affected by development in the City and the parks and recreational facilities necessary to accommodate that development.

8) The fees are consistent with the General Plan and, pursuant to Government Code Section 65913.2, the City Council has considered the effects of the fees with respect to the City's housing needs as established in the housing element of the General Plan.

9) The fee amounts set forth in this Resolution include the fair and reasonable costs of administration of the fee programs and are within the requirements of the Mitigation Fee Act and other applicable law.

10) The fees are subject to adjustment, which approximate the fluctuation in market costs, and shall be adjusted annually in accordance with the Engineering News Record Construction Cost Index, San Francisco, California. Additionally, seeing that land acquisition costs are an important component of the fee, the City shall review land acquisition costs every two years.

11) The City does hereby approve the following park impact fees on new residential development for park land acquisition and development of park and recreational facilities as follows:

| Type of Unit | Fees for Projects that Do Not Dedicate Adequate Land for Parks | Fees for Projects that Dedicate Adequate Land for Parks |
|---|---|---|
| Single Family Unit | $25,000 | $7,500 |
| Multiple Family Units | $18,000 | $5,300 |

(The fees shall be adjusted annually in accordance with the Engineering News Record Construction Cost Index, San Francisco, California.)

12) The Park Impact Fees shall not apply to approved projects that have a Development Agreement or Vesting Tentative Map unless the provisions of the document allow the application of such fees.

13) Residential Developers shall be given a credit against this fee for the actual cost of public parks included in their developments.

14) Resolution No. 10,132, which established the previous Park Impact Fee, is hereby rescinded.

15) The Master Fee Schedule is hereby amended to reflect the Park Impact Fees as set forth in this Resolution.

16) Effective Date: This resolution shall be effective upon date of adoption of this Resolution. In accordance with Government Code Section 66017, the fees set by this Resolution shall be effective 60 days from the effective date of this Resolution.

17) Severability. Each component of the fees and all portions of this Resolution are severable. Should any individual component of the fees or other provisions of this Resolution be adjusted to be invalid and unenforceable, the remaining component or provisions shall be and continue to be fully effective, and the fees shall be fully effective except as to that component which has been judged to be invalid.

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on June 9, 2016, by Council Member Bucci, who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

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

APPROVED:

s/ALAN L. NAGY
Mayor

ATTEST:

s/SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:

s/DAVID J. BENOUN
City Attorney

# APPENDIX N

# PARK AND RECREATION FACILITY DEVELOPMENT IMPACT FEE STUDY

Resolution No. 10505
Exhibit A

KEYSER MARSTON ASSOCIATES

# PARK AND RECREATION FACILITY DEVELOPMENT IMPACT FEE STUDY

*Prepared for:*
**City of Newark**

*Prepared by:*
**Keyser Marston Associates, Inc.**

**May 2016**

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# I. INTRODUCTION, SUMMARY OF CURRENT PROGRAM, RESULTS, AND RECOMMENDATIONS

This Parks and Recreation Facility Development Impact Fee nexus analysis provides the City of Newark (the City) with the necessary technical documentation to support updating its current Park Impact Fee. This nexus analysis has been prepared by Keyser Marston Associates, Inc. (KMA).

## A. Summary of Current Program and City Objectives for Impact Fee

The City currently levies a park impact fee of $7,460 per unit. The impact fees are used to acquire land and construct parks to meet the City's per capita parks service standard of 3 acres of parks per 1,000 residents. The City's per capita park standards and service park standards are contained in the City's General Plan.

The City's park impact fee is an "all-inclusive" park fee that addresses the impacts of new residential development on all types of recreational facilities including parks, playfields, aquatics and recreation centers. Although some cities have fees that are targeted to particular uses, the all-inclusive strategy is preferable because it provides the City with a greater degree of flexibility.

## B. Report Background and Legal Context

The Mitigation Fee Act (AB 1600 et seq.) permits cities to adopt parks and recreation development impact fees on new development to fund the associated, additional costs of providing parks and recreation capital facilities. Unlike the City's current land dedication requirement, which was established in conformance with the Quimby Act, the Mitigation Fee Act allows for fees to be charged to all new development that increases the need for capital facilities, including in-fill projects.[1]

This Report provides the necessary technical analysis to support a schedule of fees to be established by an Impact Fee Ordinance and Resolution. The Mitigation Fee Act allows the City to adopt by Resolution a fee schedule consistent with the supporting technical analysis and findings provided in this Report. The Resolution's approach to setting the fee allows periodic adjustments of the fee amount as may be necessary over time, without amending the enabling Ordinance.

The technical analysis in this Report estimates the parks and recreation facility fee schedule that will fund new development's "fair share" contribution to future City investments in parks. The key requirements of the Mitigation Fee Act that determine the structure, scope, and amount of the proposed Fee Program are as follows:

[1] Quimby Act fees under the Subdivision Map Act can only be charged on new, subdivided residential development. Quimby Act fees would not apply to projects that do not require a subdivision map, such as infill projects.

- **Collected for Capital Facility and Infrastructure Improvements.** Development impact fee revenue can be collected and used to cover the cost of capital facilities and infrastructure required to serve new development and growth in the City. However, impact fee revenue cannot be used to cover the operation and maintenance costs of these or any other facilities and infrastructure.

- **Cannot Fund Existing Needs.** Impact fee revenue cannot be collected or used to cover deficiencies in existing City capital equipment and facilities. The portion of capital costs required to meet the needs of the City's existing population must be funded through other sources. Capital facility investments that increase service standards for existing and new development must be split on a "fair share" basis according to the proportion attributable to each.

- **Must be Based on a Rational Nexus.** An impact fee must be based on a reasonable nexus, or connection, between new growth and development and the need for a new facility or improvement. As such, an impact fee must be supported by specific findings that explain or demonstrate this nexus. In addition, the impact fee amount must be structured such that the revenue generated does not exceed the cost of providing the facility or improvement for which the fee is imposed.

The City can choose to charge parks and recreation development impact fees below the maximum, supportable fee schedule. Such downward adjustments in the fee schedule, if selected, are typically based on policy considerations related to considerations of development feasibility and fee levels in peer cities.

### C. Facility Standards and Cost Allocation Approach

A facility standard is a policy that indicates the amount of facilities required to accommodate service demand. Examples of facility standards include building square feet per capita and park acres per capita. Standards may also be expressed in monetary terms such as the replacement value of facilities per capita. The adopted facility standard is an important component in determining development's need for new facilities and the amount of the supported fee. Standards determine new development's fair share of planned facilities and ensure that new development does not fund deficiencies associated with the existing city infrastructure.

The City has a long established a standard of 3 acres per 1,000 residents. This standard was reaffirmed in the updated General Plan that was approved in 2013 after significant community input. The parks and recreation facilities fees calculated in this report uses the City's stated service standard and the cost of developing new parks to estimate the cost of maintaining the existing level of service to new residents through the buildout of the General Plan. New development will be required to fund the expansion of facilities at the same rate that existing development has provided to date. Thus, new development will not be funding any existing deficiency.

Excluding school-owned parks, there is currently approximately 3.01 acres of parks per 1,000 residents, which is equivalent to the City's stated per capita service standard.

The City has identified some, but not all of the planned new parks to potentially be funded by the fee (and other sources, as necessary) through the 2035 planning horizon of the General Plan.[2] The City is in the process of preparing a Park Master Plan, which will prioritize future park development.

### D. Maximum and Recommended Fee Schedules

Table 1 shows the City's maximum supportable parks and recreation fee schedule as well as the recommended fee schedule. The maximum fee schedule is based on the nexus findings and technical analysis contained in this Report and represents the maximum parks and recreation fees the city could charge consistent with the Mitigation Fee Act. The calculation of the fee is presented in Section III of this report. The recommended fee schedule reflects a downward adjustment from the maximum supported fee. The recommendations are based on the fee levels being charged by surrounding communities. While we have identified a recommended fee range, the City has the discretion to adopt any fee amount up to the maximum amount supported by the nexus analysis.

Consistent with the City's current fee structure, we are recommending that the impact fee remain an "all-inclusive" park fee that addresses the impacts of new residential development on all types of recreational facilities including parks, playfields, aquatics and recreation centers. Although some cities have fees that are targeted to particular uses, the all-inclusive strategy is preferable because it provides the City with a greater degree of flexibility.

The parks and recreation development impact fees will apply to new residential development to fund a share of future parks and recreation capital facilities investments in the City. The fee estimates include a 2 percent (2%) fee program administration fee, consistent with other Mitigation Fee Act program administrative costs in many other California jurisdictions.[3]

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[2] Appendix Table A-3

[3] The 2 percent administration cost allowance is designed to cover the costs of preparing the development impact fee as well as the required reporting, auditing, collection and other annual administrative costs involved in overseeing the program. Development impact fee programs throughout California have applied similar administrative charges.

**Table 1: Maximum and Recommended Park Fees**

| | Maximum Supported Fees[4] | | Recommended Fees | |
|---|---|---|---|---|
| | *Fee for Projects that Do Not Dedicate Land for Parks* | *Fee for Projects that Dedicate Land for Parks* | *Fee for Projects that Do Not Dedicate Land for Parks* | *Fee for Projects that Dedicate Land for Parks* |
| Single Family Units | $31,000 | $7,700 | $22,000 to $25,000 | $6,500 to $7,500 |
| Multi Family Units | $31,000 | $7,700 | $15,000 to $18,000 | $4,500 to $5,300 |

As shown in Table 1, the estimated maximum parks and facilities impact fee to fund both land acquisition and the construction of parks improvements that could be levied approximates $31,000 per dwelling unit. For projects that dedicate land, a fee is only needed to fund facilities. The maximum facility fee amount is $7,700 per dwelling unit.

Fee comparisons with surrounding cities indicate that at these maximum levels, the City would be adopting parks and recreation fees that exceed the amounts being levied in surrounding cities. Given this consideration as well as the consideration that the City levies other impact fees, we are recommending that the adopted fees be less than the maximum fee levels. We are also recommending reduced fee levels on multi-family construction because of the reduced capacity of multi-family developments to absorb the same level of per unit costs as single family developments. While we have identified a recommended fee range, the City has the discretion to adopt any fee amount up to the maximum amount supported by the nexus analysis.

As shown in Table 1, the recommended fee to cover both land acquisition and facilities costs is $22,000 to $25,000 per unit for single family units and $15,000 to $18,000 per unit for multi-family units. For developments that dedicate sufficient land for park development the recommended fee range would be $6,500 to $7,500 per unit for single family units and $4,500 to $5,300 per unit for multifamily units.

## E. Fee Indexing

Since land and construction costs continue to rise, it is important that the cost be indexed to inflation. The fee should be adjusted annually by a construction cost index, such as the Engineering News Record. Furthermore, land acquisition costs, which are an important component of the total fee and actual construction costs should be reviewed by the City at least every two years.

[4] The calculation of the maximum fee levels is presented in Section III of this report.

## II. MITIGATION FEE ACT NEXUS FINDINGS

This chapter describes the necessary "nexus" between new development in Newark and the proposed capital facilities investments, as required under the Mitigation Fee Act – Government Code Section 66000 (AB1600). The new parks and recreation development impact fees will fund the investments in parks and recreation facilities, improvements, and land acquisitions required to maintain existing levels of park facilities service in the City - the "fair share" contribution of new development.

Nexus findings address: (1) the ***purpose*** of the fee and a related description of the facility for which fee revenue will be used, (2) the specific ***use*** of fee revenue, 3) the ***relationship*** between the facility and the type of development, (4) the relationship between the ***need*** for the facility and the type of development, and (5) the relationship between the amount of the fee and the ***proportionality*** of cost specifically attributable to new development. The subsections below describe the nexus findings for the Parks and Recreation Facility Development Impact Fee.

### A. Purpose

The fee will ensure an expansion in parks and recreation capital facilities in the City of Newark as new growth occurs.

### B. Use of Fee

Fee revenue will be used to acquire land for parks and to construct improvements, such as playing fields, a skate park, or dog park, etc.

### C. Relationship

New residential development in the City of Newark will increase the demand for and use of parks and recreation facilities. Fee revenue will be used to help fund new parks and recreation facilities in response to the increased demand.

### D. Need

Each new residential project will bring new residents to the City and will generate incremental, new demand and use of the City's parks and recreation facilities. New revenues to fund investments in additional parks and recreation capital improvements are necessary to maintain the City's parks and recreation capital facilities service standards.

## E. Proportionality

The maximum, supportable parks and recreation fee schedule has been based on a parks and recreation capital facilities cost estimate derived by applying the proportionate increase in residential population associated with new development to the existing operative service standard/value of parks and park improvements. As a result, the fee program cost estimates are directly proportional to the relative increase in new development.

## III. DEMAND FOR NEW PARK AND RECREATION FACILITIES AND SUPPORTED IMPACT FEE AMOUNTS

### A. Service Population

The City's General Plan has established the City's standard for functional public parkland at 3.0 acres per 1,000 residents. Therefore, under the City's policy, new residents are the determining driver/service population for new park and recreation facilities. As shown in Table 2, the City's population totaled approximately 43,342 in 2013 at the time that the General Plan was prepared. By 2035 the population is anticipated to reach 60,510, reflecting an increase of 17,168 people over roughly the next 20 years.

**Table 2: Service Population**

| | Residents | Service Population |
|---|---|---|
| 2013 Population | 43,342 | 43,342 |
| New Development (through-2035) | 17,168 | 17,168 |
| Total, 2035 | 60,510 | 60,510 |

*Source: General Plan*

### B. Average Household Size

Since residential park impact fees are often levied per residential unit, the average household size is needed to convert the demand of new residents into the demand of new residential units. The residential occupant density factors for both single-family and multi-family units are derived from data from the US Census' American Community Survey. As shown below, the average household size is 3.23 persons per household.

**Table 3: Average Household Size Assumptions**

| | |
|---|---|
| All Residential Units | 3.23 |

*Source: American Community Survey 2010 - 2014.*

### C. Parks and Recreation Facility Inventory and Standards

As summarized in Table 4 and detailed in Appendix Table A-1, the City has a total inventory of 130.6 acres of existing parks. Of the existing acreage, approximately 44% are community parks, 45% are neighborhood parks, and 11% are specialized parks. There are currently no parks under construction. The City is currently preparing a Parks Master Plan, which will detail the City's objectives for future park construction.

**Table 4: Existing and Under Construction City Park Acres**

| | Existing Acres | Under Construction | Total Acres |
|---|---|---|---|
| Community Parks | 58.1 | 0 | 58.1 |
| Neighborhood Parks | 58.8 | 0 | 58.8 |
| Specialized Recreation Areas | 13.7 | 0 | 13.7 |
| All City Park Acreage | 130.6 | 0 | 130.6 |

*Source: Newark General Plan. Park Inventory is detailed in Appendix Table A-1.*

The City is currently providing a service level of 3.01 acres per 1,000 residents. The current inventory of park acreage in Newark meets or exceeds the City's per capita service standard of 3.0 acres per 1,000 residents.

**Table 5: Current Service Standard - Park Acres per 1,000 Residents**

| | Existing Acres | Under Construction | Total Acres |
|---|---|---|---|
| City Park Acreage | **130.6** | **0** | **130.6** |
| Acres per 1,000 Residents | 3.01 | | 3.01 |
| General Plan Standard - Acres per 1,000 Residents | | | **3.00** |

## D. Parkland Development Costs

Table 6 provides an estimate of the cost of developing new parks, including the cost of acquiring land for park development. Land acquisition cost estimates are based on recent land sales for residentially zoned property or commercial sites that are part of residential development, as provided in Appendix Table A-2. Given that the City intends to provide parks in proximity to residential neighborhoods, the cost of acquiring residential land is the appropriate indicator of park acquisition costs. Residential land acquisition costs generally range from $43 to $75 per square foot of land area. For purposes of this analysis, a land cost of $60 per square foot has been used, which reflects the average cost of sites of less than 20 acres.

The cost of developing park facilities varies significantly, depending on the nature of the facilities. Based on information provided by City staff, facility construction costs can range from approximately $12 per square foot up to $45 per square foot. For purposes of updating the City's park fee, a cost of $18 per square foot or $784,000 per acre has been assumed. As shown in Table 6, the cost to develop an acre of parkland is estimated to total $3,136,000 including land and park development costs or $784,000 excluding land acquisition costs.

**Table 6: Park Development Costs per Acre**

| | |
|---|---|
| **Land Acquisition Costs per Acre[1]** | $2,352,000 |
| **Park Improvement Costs per Acre[2]** | $784,000 |
| **Total Park Development Cost Per Acre** | **$3,136,000** |

*[1] Reflects average value of recent land sales in residential areas in Newark. Please see Appendix Table A-2.*

*[2] Cost estimate reflects City staff's estimate of average park construction costs.*

## E. Park and Recreation Facilities Needed to Accommodate New Residential Development

Table 7 provides the estimate of the park acreage needed to accommodate the demand generated by new residents at the existing service level of 3.0 acres per 1,000 residents. As shown, it is estimated that an additional 51.5 acres of improved parks will be needed to serve the needs of new residents through the General Plan buildout period of 2035. The cost of providing the needed parks is estimated to total approximately $164.7 million including the cost of acquiring land ($9,596 per additional new resident) and $41.2 million, excluding the cost of land ($2,399 per additional new resident).

**Table 7: Park Land and Improvement Needs to Serve New Residents**

| | | | | |
|---|---|---|---|---|
| New Residents (through 2035) | | 17,168 | | |
| Current General Plan Parks Service Standard | | 3.00 | acres per 1,000 residents | |
| **Additional Park Acres to Serve New Residents** | | **51.504** | | |
| | | | ***Land + Improvements*** | ***Improvements Only*** |
| **Cost per Acre** | *(Table 6)* | | $3,136,000 | $784,000 |
| **Administration Cost Allowance** | | **2.00%** | $62,720 | $15,680 |
| **Total Cost per Acre** | | | $3,198,720 | $799,680 |
| **Additional Park Acres to Serve New Residents** | | | 51.504 | 51.504 |
| **Total Park Investment Required to Serve New Residents** | | | $164,746,875 | $41,186,719 |
| **Cost Per New Resident** | | | **$9,596.16** | **$2,399.04** |

## F. Maximum Impact Fees Supported by Nexus Analysis

As shown above, the cost to provide new facilities to serve the demand of new residents is estimated at $2,399 per resident excluding land acquisition costs and $9,596 per resident including land acquisition costs. By applying the average density of 3.23 residents per residential unit, it is estimated that the maximum supported parks and recreation impact fees is $7,700 per residential unit excluding land acquisition costs and $31,000 per residential unit including land acquisition costs.

**Table 8: Maximum Parks Fees Supported by Nexus Analysis**

| | | *Fee for Projects that do not Dedicate Land (Fee Funds Land + Improvement Costs)* | *Fee for Projects that Dedicate Land (Fee Funds Improvement Costs)* |
|---|---|---|---|
| **Maximum Fee per New Resident** | *(Table 7)* | $9,596.16 | $2,399.04 |
| **Maximum Fee per New Household** | **3.23 persons per hhld.** | $30,996 | $7,749 |
| | *Rounded* | $31,000 | $7,700 |

In the simplest mathematical form, the equation for calculating the maximum fee per household is as follows:

***(per capita park service standard) X (cost per acre) X (average household size per unit) = maximum fee per household***

Incorporating the information specific to this analysis for Newark, the formula is as follows:

(3 acres/1000 residents) X ($3,198,720/acre) X (3.23 residents/unit) = $30,996 per unit; and
(3 acres/1000 residents) X ($799,680/acre) X (3.23 residents/unit) = $7,749 per unit.

## IV. USE OF FEE REVENUE

The City plans to use park impact fee revenue to acquire parkland and construct facilities to add to the system of park and recreation facilities. The park facilities that are planned at this time are listed in Appendix Table A-3.

The City is embarking on a comprehensive Citywide Park Master Plan to assess community needs, provide greater project detail, and prioritize projects. The outcome of the Master Plan should be used to review the fee and consider any appropriate modifications.

## V. IMPACT FEES IN NEIGHBORING CITIES, MAXIMUM SUPPORTED FEES, AND RECOMMENDED FEES

### A. Park and Recreation Fees in Neighboring Jurisdictions

KMA surveyed the impact fees levied by the nearby cities of Union City, Fremont, Hayward, Dublin, Pleasanton and San Leandro. The park and recreation facility impact fees and total impact fees for these cities are presented in Appendix Table A-4. They are summarized in Table 9.

**Table 9: Comparison of Fees[1]**

| | Per Unit Park Fees | | Total Per Unit Impact Fees | |
|---|---|---|---|---|
| | Single Family | Multi Family | Single Family | Multi Family |
| Newark | $7,460 | $7,460 | $12,462 | $12,045 |
| Union City -Subdivision - Avg. | $28,193 | $28,193 | $42,075 | $38,138 |
| Union City - Non-subdivision | $2,746 to $3,096 | $2,746 to $3,096 | $16,628 to $16,978 | $12,691 to $13,041 |
| Fremont[2] | 0 BR - $9,220<br>4 BR - $29,502 | 0 BR - $9,220<br>4 BR - $29,502 | 0 BR - $12,363<br>4 BR - $31,012 | 0 BR - $12,363<br>4 BR - $31,012 |
| Hayward | $11,953 | $9,653 | $11,953 | $9,653 |
| Dublin | $19,227 | $12,017 | $30,197 | $19,229 |
| Pleasanton | $9,709 | $7,969 | $22,206 | $16,256 |
| San Leandro[3] | $16,079 | $14,054 | $17,416 to $18,094 | $15,891 to $16,069 |

*[1] excludes affordable housing fees and fees charged on building permit valuations.*

*[2] for units with more than 4 bedrooms, additional park fee is $5,531 per bedroom. Total additional fee is $6,210 per bedroom.*

*[3] Pertains to non-senior units.*

As shown, Newark's existing parks fee at $7,460 per dwelling unit is the lowest among the surveyed cities. The second lowest parks fee is levied by Pleasanton, with a fee of $9,709 per unit. There is also a large disparity among the surveyed cities, ranging from $9,700 per unit in Pleasanton to $29,500 per unit[5] in Fremont. Pleasanton and Hayward are at the lower end of the range, Fremont and Union City (up to $28,193 per unit) are at the high end, and San Leandro and Dublin are in the middle of the range.

### B. Maximum and Recommended Impact Fees

We recommend that the adopted fees be set below the maximum in order to be consistent with the fees of other cities in the market area and to not overly burden the cost of new development, given that the City has other impact fees. Separate and reduced fee recommendations are

[5] Fee amount varies by bedroom count. $29,502 is the fee for a four-bedroom unit.

offered for multi-family units in recognition that multi-family units typically cannot bear the same level of impact fees as single family developments.

**Table 10: Maximum and Recommended Park Fees**

| | Maximum Supported Fees | | Recommended Fees | |
|---|---|---|---|---|
| | *Fee for Projects that Do Not Dedicate Land for Parks* | *Fee for Projects that Dedicate Land for Parks* | *Fee for Projects that Do Not Dedicate Land for Parks* | *Fee for Projects that Dedicate Land for Parks* |
| Single Family Units | $31,000 | $7,700 | $22,000 to $25,000 | $6,500 to $7,500 |
| Multi Family Units | $31,000 | $7,700 | $15,000 to $18,000 | $4,500 to $5,300 |

## VI. FEE PROGRAM IMPLEMENTATION AND ADMINISTRATION

The Mitigation Fee Act includes a series of reporting requirements designed to ensure that development impact fee revenues are properly accounted for, used appropriately, and that, where funds are ultimately not used, are reimbursed. In addition, jurisdictions adopting fee programs should determine their preferred approach to updating the fee schedule and whether they intend to allow for exemptions, credits, and reimbursements (under any additional circumstances). The following fee program implementation and administration parameters are our standard recommendations. The City's existing program may already include some or all of these recommendations.

*1. Credits, Reimbursement, and Exemptions*

Under certain and limited circumstances, as determined by the City, the Impact Fee Resolution could allow developers subject to the fee to obtain credits, reimbursements, or exemptions. In cases of redevelopment, the demolition of space should provide a fee credit. In other words, the gross fee obligation should be calculated based on the scale of the proposed new development, with a fee credit to be applied for existing square footage to be removed (or retained) using the applicable fee for the existing square footage (land uses). Residential units that are being replaced due to a natural disaster are also exempt from the impact fees. And, units that are subject to the existing land dedication requirements will only be subject to the parks facility impact fee and not the entire fee that covers both land acquisition and park improvement costs.

All other fee credits and/or reimbursements should not be allowed by right but rather should be subject to review by City staff and Council to ensure that such credits or reimbursements are warranted and appropriate. Potential examples where fee credits and reimbursements might be considered include: (1) cases where a Development Agreement specifically envisions extraordinary, direct investments in parks and recreation facilities of equal to or greater value to the City than the applicable parks and recreation fees; and 2) exemptions where the City elects not to impose fees for certain categories of development, such as affordable developments, are also an option, though alternative funding sources to offset a loss in fee revenue would need to be provided.

*2. Securing Supplemental Funding*

The maximum, supportable development impact fee is set to cover the parks and recreation facilities investments that will maintain citywide capital facilities standards as new growth occurs. To the extent that the adopted fee is less than the maximum and/or the City's goals envision an overall increase in parks and recreation facilities and parkland standards, supplemental funding will be required to fund park facilities. In addition, to the extent that exemptions are provided for particular types of development, supplemental funding will be required to make up for this lost funding.

*3. Annual Review and Periodic Study Update*

The Mitigation Fee Act/AB 1600 (at Gov. C. §§ 66001(c), 66006(b)(1)) stipulates that each local agency that requires payment of a fee make specific information available to the public annually within 180 days of the last day of the fiscal year. This information includes the following:

- A description of the type of fee in the account
- The amount of the fee
- The beginning and ending balance of the fund
- The amount of fees collected and interest earned
- Identification of the improvements constructed
- The total cost of the improvements constructed
- The fees expended to construct the improvement
- The percentage of total costs funded by the fee

Because of the dynamic nature of growth and capital equipment requirements, the City should monitor inventory activity, the need for improvements, and the adequacy of the fee revenues and other available funding. To the extent particular issues are identified, adjustments to the fee program may be required.

## APPENDIX A: Park Inventory, Residential Land Sales, Park Construction Costs, and Impact Fees of Neighboring Cities

**Appendix Table A-1**
**Newark City Park Inventory**
**Newark, CA**

| Park Name | Acres | Faciliites |
|---|---|---|
| **Neighborhood Parks** | | |
| Jerry Raber Ash Street Park | 6.1 | play structures, softball fields, basketball court, picnic, horseshoe pit |
| Susan Johnson Bridgepoint Park | 3.5 | play structures, picnic facilities |
| Byington Park | 3 | play structures, picnic facilities |
| Civic Center Park | 5.1 | play structures, basketball court, par course, picnic facilities |
| Lakeshore Park | 26 | lawn, paths, par course. 16-acre water area with fishing and boating |
| Mayhews Landing Park | 8.3 | play structures, basketball court, picnic facilities |
| Mirabeau Park | 6 | play structures, paths, picnic facilities |
| Musick Park | 0.8 | play structures, picnic facilities |
| **Total, Neighborhood Parks** | **58.8** | |
| **Community Parks** | | |
| Birch Grove Park | 12.2 | play structures, lighted softball, basketball, tennis, picnic, restrooms, water feature |
| Community Park | 16.3 | play structures, warm-up wall, basketball, handball, lawn, paths, tennis, picnic, community center |
| Sportsfield Park/Silliman Center | 29.6 | softball fields, soccer fields, aquatic center, gymnasium, showers, locker room, dance studio, fitness center, teen room, children's room, meeting room, childcare |
| **Total, Community Parks** | **58.1** | |
| **Special Use Parks** | | |
| Shirley Sisk Grove | 3.2 | open space for summer concerts |
| MacGregor Fields | 10.5 | soccer and baseball practice fields |
| **Total, Special Use Parks** | **13.7** | |
| **Total, City Parks** | **130.6** | |

*Source: Newark General Plan*

**Appendix Table A-2**
**Recent Land Sales in Residential Areas**
**Newark, CA**

| | Address | Date | Price | Sq. Ft. | Price per SF | Proposed Use | Current use | Buyer |
|---|---|---|---|---|---|---|---|---|
| 1 | 8400 Enterprise Drive | 1/21/2016 | $39,650,000 | 929,135 | $42.67 | Single family | industrial land | Trumark |
| 2 | 37521 Willow Street | 11/16/2015 | $14,930,000 | 198,634 | $75.16 | Entitled for townhomes | residential land | Lennar Homes |
| 3 | 8375 Enterprise Drive | 9/25/2015 | $5,500,000 | 93,218 | $59.00 | Approved for 27 homes. It is part of the Dumbarton Transit-Oriented Development. Other note indicates that site will be used to construct a 34,000 sf industrial bldg. | | Buyer is Honeywell International, Inc. Seller is Trumark. |
| 4 | 36120 Ruschin Drive | 5/15/2015 | $19,250,000 | 442,134 | $43.54 | Single family | Newark school bldg. | Classic Communities |
| 5 | 38945 Timber Street | 1/29/2015 | $7,360,000 | 100,188 | $73.46 | Commercial to serve new residential development or part of residential | commercial land | DR Horton |
| 6 | 5655 Mowry Avenue (Mowry Crossings) | 1/29/2015 | $44,032,000 | 673,220 | $65.41 | Investment - 147 townhomes, 93 condos and 42 detached sf | vacant Mervyn's; Motel 6 | DR Horton |
| | **Average** | | **$130,722,000** | **2,436,529** | **$53.65** | | | |
| | **Average of sites less than 20 acres** | | **$91,072,000** | **$1,507,394** | **$60.42** | | | |

**Appendix Table A-3**
**Potential Additional Park Improvements**
**Newark, CA**

| Facility | Location | Origin/Status |
|---|---|---|
| Skate Park | Undetermined | CIP |
| Dog Park | Undetermined | CIP |
| New Turf Fields | Sportsfield Park | City Staff |
| Cedar Blvd Linear Park | Northwest Newark | General Plan |
| Dumbarton TOD to Wildlife Refuge; Refuge Connection Trail RR Overcrossing | Dumbarton TOD | Specific Plan |
| Sisk Grove Improvments: Ampitheater, Conncession Area & Bathrooms | Shirley Sisk Grove | New Park Master Plan |
| Silliman Picnic Area | Adjacent to Silliman Center | City Staff |
| Aquatic Area Replacment | Community Park | City Staff |
| Birch Grove Undeveloped Area | Birch Grove Park | City Staff |
| New 6 acre park in the TOD | Enterprise and Hickory | Specific Plan |
| Bocce Ball Courts | Undetermined | CIP |
| Birch Grove Park Softball Field Night Lighting | Birch Grove Park | CIP |
| Bridgepointe Park Path Completion | Bridgepointe Park | CIP |
| Byington Park Security Lighting | Byington Park | CIP |
| Civic Center Park Completion | Civic Center | CIP |
| Community Park Group Picnic Facility | Community Park | CIP |
| Jerry Raber Ash St. Park - Remaining Phases | Jerry Raber Ash St. Park | CIP |
| Mayhews Landing Park Completion | Mayhews Landing Park | CIP |
| Mirabeau Park Security Lighting | Mirabeau Park | CIP |
| Senior Center Community Garden | Jerry Raber Ash St. Park | CIP |
| Silliman Complex - Remaining Phases | Silliman/Sportsfield | CIP |
| Silliman Complex - Maintenance/Restroom Facility | Silliman/Sportsfield | CIP |

APPENDIX TABLE A-4
COMPARISON OF RESIDENTIAL IMPACT FEES, EXCLUDING AFFORDABLE HOUSING FEES
NEWARK AND NEIGHBORING JURISDICTIONS
CITY OF NEWARK

| *Impact Fees / du*[1] | Newark | Dublin | Fremont | Hayward | Milpitas | Pleasanton | San Leandro | Union City |
|---|---|---|---|---|---|---|---|---|
| Arts Requirement | $270 | See Below | None | None | None | None | None | See Below |
| Fire Impact Fee | None | SF: $870, MF: $544 | 0BR: $143<br>1BR: $214<br>2BR: $300<br>3BR: $371<br>4BR: $457<br>+BR: +$86/BR | None | None | None | None | See Below |
| Park Facilities / Parkland Dedication Fee[2] | $7,460 | SF/MF: $18,646 | 0BR: $9,220<br>1BR: $13,830<br>2BR: $19,362<br>3BR: $23,971<br>4BR: $29,502<br>+BR: +5,531/BR | SFD: $11,953<br>SFA: $11,395<br>MF: $9,653 | *Varies by pop. density*<br>SFD: $44,673<br>SFA: $35,438<br>MF (2-4 du): $36,131<br>MF (5+ du): $29,089 | SF: $9,709, MF: $7,969 | SF: $16,079;<br>MF: $14,054 | **Subdivision:**<br>*Varies by pop. density*<br>$28,193 (avg.)<br>**Non-Subdivision:**<br>$2,466 plus $280 (0-1BR), $455 (2BR), $630 (3+BR) |
| Public Facility Impact Fee[3] | *Public Safety* MF: $2,079, SF: $1,989<br>*Comm. Service* MF: $1,596 SF: $1,942<br>*Transportation* MF: $460, SF: $801<br>*Total* MF: $4,135, SF: $4,732 | SF/MF: $5,798 | 0BR: $988<br>1BR: $1,483<br>2BR: $2,076<br>3BR: $2,569<br>4BR: $3,163<br>+BR: +$593/BR | None | None | SFD: $4,730<br>SFA: $3,532<br>MF: $2,885 | None | SF: $12,231, MF: $8,624 |
| Traffic Impact Fee | Included in Public Facility Fee | None | 0/1BR: $2,012<br>2/3BR: $2,247<br>4+BR: $3,421 | None | None | SF: $4,707<br>MF: $3,294 | $1,337-$2,015;<br>senior: $667-$897[5] | SF: $1,651; MF: $1,321[6] |
| Tri-Valley Transportation Development Fee[4] | None | SF: $3,060<br>MF: $2,108 | None | None | None | SF: $3,060<br>MF: $2,108 | None | None |
| **Total Fees / du** | **SF: $12,462<br>MF: $11,86S** | **SF: $28,374<br>MF: $27,096** | **0BR: $12,363<br>1BR: $17,539<br>2BR: $23,985<br>3BR: $29,158<br>4BR: $31,012<br>+BR: $6,210/BR** | **SFD: $11,953<br>SFA: $11,395<br>MF: $9,653** | **Varies by pop. density<br>SFD: $44,673<br>SFA: $35,438<br>MF (2-4 du): $36,131<br>MF (5+ du): $29,089** | **SFD: $22,206<br>SFA: $20,056<br>MF: $16,256** | **Non-Senior<br>SF: $17,416-$18,094<br>MF: $15,391-$16,069<br>Senior:<br>SF: $16,746-$16,976<br>MF: $14,721-$14,951** | **Subdivision<br>SF: $42,075<br>MF: $38,138<br>Non-Subdivision<br>*SF*<br>0-1BR: $16,628<br>2BR: $16,803<br>3BR: $16,978<br>*MF*<br>0-1BR: $12,691<br>2BR: $12,866<br>3BR: $13,041** |
| ***Fees as % of BPV*** | | | | | | | | |
| Arts Requirement | See Above | > 20 du: 0.5% BPV | None | None | None | None | None | 1% BPV |
| General Plan Cost Recovery | .5% BPV | None | None | None | None | None | None | None |
| Total % of BPV | .5% BPV | 0.5% BPV | None | None | None | None | None | 1% BPV |
| ***Fees PSF Building (Partial)*** | | | | | | | | |
| Fire Equipment Acquisition | None | See Above | See Above | None | None | None | None | $1.40 PSF occupiable space above 2nd story |
| ***Fees as % of Building and Plan*** | | | | | | | | |
| General Plan Cost Recovery | See Above | None | 15% of Building and Plan Check Permits | 12% of Building and Plan Check Permits | None | None | None | None |

Notes: This chart presents an overview and terms may be simplified. Consult code and City staff for more information.

Abbreviations: SF = Single Family; MF = Multi-Family; SFA = SF Attached; BPV = Building Permit Value; PSF = Per Square Foot; BR = bedroom; SFD = SF Detached; du = Dwelling unit

[1] Excludes on-site inclusionary requirements. See Table 2.

[2] For Milpitas and Union City, fee is estimated based on population densities derived from Census and DOF data. In Milpitas, developer may submit alternative population estimate. 40% of Milpitas fee may be met through the provision of private open space.

[3] Generally supports such facilities as libraries, parks and other community buildings. Newark fee includes transportation facilities.

[4] Regional fee collected on behalf of the Tri-Valley Transportation Development District.

[5] Fees vary by zone.

[6] Traffic signalization fees.

Prepared by Keyser Marston Associates, Inc.
Filename: C:\Users\kfeeney\Desktop\Newark A-4 A-5;4/18/2016;hgr

**APPENDIX TABLE A-5**
**COMPARISON OF INCLUSIONARY HOUSING PROGRAMS**
**NEWARK AND NEIGHBORING JURISDICTIONS**
**CITY OF NEWARK**

| | Newark | Dublin | Fremont | Hayward | Milpitas | Pleasanton | San Leandro | Union City |
|---|---|---|---|---|---|---|---|---|
| **Minimum Project Size1** | | | | | | | | |
| For In-lieu/Impact Fee[1] | FS/R: 1 unit | FS/R: 20 units | FS/R: 2 units | FS/R: 20 units | FS/R: 5 units | FS/R: 15 units | FS: 2 units | n/a |
| For Build Requirement | no build req. | FS/R: 20 units (partial) | no build req. | no build req. | no build req. | no build req. | FS: 7 units | FS: 1 unit |
| **Onsite Requirement** | | | | | | | | |
| Percent of Total Units[2] | n/a | 7.5%, plus fee (12.5% without fee) | Attached 3.5% plus $18.50/sf Detached 4.5% plus $17.50/sf | Attached: 7.5% Detached: 10% | 5.0% | MF: 15% SF: 20% | 15% | 15% |
| Income Level (% AMI) | n/a | FS: 40% @ 80%, 60% at 120% AMI R: 30% @ 50% AMI, 20% @ 80% AMI, 50% @ 120% AMI. | 80-110% AMI (120% w/approval) | 80-110% AMI | Up to 80% AMI | SF: 80% AMI MF: 120% AMI | 60% @ 80-120% AMI; 40% @ 50-80% AMI | 10% @ 50-80% AMI; 30% @ 80-100% AMI; 60% @ 100-120% AMI |
| **Impact / In-Lieu Fee Levels** | | | | | | | | |
| Fee Level | $20/sf first 1,000 SF/unit; $8/SF above 1,000 SF/unit | $130,276 per aff unit owed (in addition to on-site) | FS: *Attached* $18.50 w/ aff units; $27.00 no units *Detached* $17.50 w/ aff units; $26.00 no units R: $17.50 no map; $27.00 w/ map[4] | FS: *Attached:* $3.24/sf *Detached:* $4/sf R: $3.24/sf | 5% building permit value[5] | MF: $2,783/du; SF: <1,500 sq ft: $2,783/du >1,500 sq ft: $11,228/du | (Median Sale Price - Affordable Price) x units owed[6] | <7 units: $160,000 /du owed; 7+ units: $180 /sf owed |
| **Alternatives to Onsite Provision[3]** | | | | | | | | |
| Fee Option - for projects over min. size | n/a | No | yes (Developer) | yes (Developer) | yes (Developer) | yes (Developer) | yes (City) | yes (City) |

Note: This chart presents an overview and terms have been simplified. Consult code and City staff for more information.

Abbreviations:
R = Rental
du = Dwelling Unit
FS = For Sale
Ac = Acre
sq ft = Square Feet
AMI =Area Median Income
MF = Multi-Family
Req. = Requirement
SF = Single Family
BP = Building Permit

1. In Union City , single-unit, owner-occupied projects exempt.
2. In Dublin, 40% of the on-site requirement is covered through an impact fee.
3. All cities that do not allow fee payment by right allow developers to seek Council approval of fee payment instead of on-site units. Also, all cities with on-site reqs. provide options for off-site construction and land dedication.
4. Rental projects with a subdivision map allowing conversion to condominiums
5. In-lieu/impact fee introduced as temporary measure while City prepares formal nexus study. Fee has not yet been assessed. Average residential building permit value is reported to be $____.
6. Fee calculated based on current median sales price for individual projects. No fees have been owed since 2008.

# STAFF REPORT

Item D. 8.

| | |
|---|---|
| **DATE** | 12/11/2025 |
| **TO** | Honorable Mayor and City Council Members |
| **FROM** | Neetu Salwan, City Clerk |
| **SUBJECT** | Adopt resolutions establishing the City Council regular meeting schedule for calendar year 2026, with starting times of 7:00 p.m. and authorizing the City Manager to take administrative actions during the August Recess |

---

Pursuant to Newark Municipal Code Section 2.08.010, the City Council is required to establish the schedule for regular meetings by adopting a resolution. A draft resolution proposing the meeting dates and times for the calendar year 2026 has been prepared for City Council consideration. If approved, meetings will continue to be held on the second and fourth Thursdays of each month beginning at 7:00 p.m. The resolution also authorizes the annual August meeting recess and cancels the second meeting in November and December due to holiday observances. Special City Council meetings may be called as needed.

The City Council has consistently approved an August Recess since 1994, during which no regular meetings are held. City staff also requests authorization for the City Manager, or designee, to approve administrative matters that may arise during the August meeting recess and that cannot be deferred until the September 10, 2026, City Council meeting. Typical administrative matters may include:

- Acceptance of work completion on City Project
- Approval of agreements for budgeted projects and services
- Approval of plans and specifications
- Award of contracts for budgeted projects
- Denial of claims

The City Manager or designee will provide a staff report on all actions taken during the August Recess at the September 10, 2026, City Council meeting.

Staff recommends that the City Council adopt resolutions to establish the schedule for regular City Council meetings in 2026 (Attachment A) and to authorize the City Manager, or designee, to handle certain administrative matters during the August 2026 Meeting Recess (Attachment B).

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## Attachments

Attachment A - 2026 Council Regular Meeting Schedule
Attachment B - 2026 Council August Recess

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ESTABLISHING THE DATES AND TIMES FOR REGULAR CITY COUNCIL MEETINGS FOR THE CALENDAR YEAR 2026

WHEREAS, the City Council of the City of Newark adopted Ordinance No. 523 amending the Newark Municipal Code to provide that the City Council shall establish dates and times for regular City Council Meetings by resolution; and

WHEREAS, the City Council desires to adopt a resolution establishing dates and times for regular City Council Meetings for Calendar Year 2026.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the regular City Council Meetings for Calendar Year 2026 shall be on the dates and times specified in this Resolution.

**January to December 2026 – Regular Meeting Dates, Starting at 7:00 p.m.**

| | | |
|---|---|---|
| January 8, 2026 | May 14, 2026 | September 10, 2026 |
| January 22, 2026 | May 28, 2026 | September 24, 2026 |
| February 12, 2026 | June 11, 2026 | October 8, 2026 |
| February 26, 2026 | June 25, 2026 | October 22, 2026 |
| March 12, 2026 | July 9, 2026 | November 12, 2026 |
| March 26 2026 | July 23, 2026 | *November 26, 2026 |
| April 9, 2026 | *August 13, 2026 | December 10, 2026 |
| April 23, 2026 | *August 27, 2026 | *December 24, 2026 |

***2026 canceled meetings**

- August Recess: August 8 and 22, 2026
- Thanksgiving Holiday: November 26, 2026
- Christmas Holiday: December 24, 2026

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ACT UPON CERTAIN ADMINISTRATIVE MATTERS ON BEHALF OF THE CITY OF NEWARK DURING THE CITY COUNCIL SUMMER MEETING RECESS AUGUST 2026

WHEREAS, the City Council of the City of Newark will be in recess during the month of August 2026; and

WHEREAS, during said City Council recess, certain administrative matters require action.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby authorizes the City Manager, or his authorized designee, to act upon the following certain administrative matters during the City Council's meeting recess August 2026, which should not be deferred until the next regularly scheduled meeting of the City Council on September 10, 2026:

- Acceptance of completion of work on City projects
- Approval of agreements as needed for budgeted projects and services
- Approval of plans and specifications
- Award of contracts for budgeted projects
- Denial of claims

BE IT FURTHER RESOLVED that all actions taken by the City Manager, or his authorized designee, pursuant to this resolution, shall be reported to the City Council after the recess.

# STAFF REPORT

Item D. 9.

| | |
|---|---|
| **DATE** | 12/11/2025 |
| **TO** | Honorable Mayor and City Council Members |
| **FROM** | Ed Miranda, Information Technology Director/CIO |
| **SUBJECT** | Adopt a resolution authorizing the City Manager to execute a Software-as-a-Service (SaaS) Agreement with Tyler Technologies, Inc. to migrate the City's on-premises Tyler New World Enterprise Resource Planning (ERP) system to the Tyler Software as a Service (SaaS) Cloud |

## SUMMARY AND RECOMMENDATION

The City's Tyler New World ERP system is currently hosted on City-managed servers that require ongoing maintenance, hardware replacement, and significant staff resources. As the system and infrastructure age, this on-premises model has become increasingly difficult to maintain securely and reliably.

Migrating to Tyler's Software-as-a-Service (SaaS) Cloud shifts system hosting, monitoring, updates, backups, and disaster recovery to the vendor, providing improved reliability, stronger security, and modernized operations while the City retains full ownership of its data. The proposed SaaS Agreement replaces the current City Council approved agreement, adding one-time costs of $6,500 for the migration to the Cloud and a contingency of $37,646.28 for potential future upgrades.

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the Tyler SaaS Agreement (attached as Exhibit A) and to take all actions necessary to implement the migration.

## BACKGROUND

On July 25, 2019, City Council approved $1.15 million to implement an ERP system, of which a contract with Tyler New World for $830,228 was designated for the first five years of software services and maintenance. The City has continued to use Tyler New World ERP as its primary system for finance, payroll, human resources, purchasing, contract management, benefits administration, and other key administrative functions. Under the City's current on-premises hosting model, City IT staff must:

- Maintain and monitor physical servers, storage, and operating systems
- Perform regular security patching, system updates, and backups
- Manage disaster recovery resources
- Replace hardware as it reaches end-of-life

- Ensure uptime and reliable performance for mission-critical business operations

As workloads and cybersecurity expectations continue to increase, maintaining an on-premises ERP environment has become more resource-intensive and poses increased operational risk. The City's 2019 agreement with Tyler established predictable annual maintenance increases and set the foundation for long-term stability. With Tyler now offering a mature, fully supported SaaS hosting option, migration to the cloud aligns with the City's broader goals of modernizing systems, improving security, and reducing long-term operational burdens.

## DISCUSSION/ANALYSIS

### Overview of the Proposed SaaS Agreement

The proposed Software-as-a-Service Agreement includes:

- Access to Tyler's hosted New World ERP applications
- Hosting and system operations performed by Tyler in a secure data-center environment
- Regular system updates and vendor-managed maintenance
- Data backups, system monitoring, and disaster recovery services
- Maintenance and support delivered under a formal Service Level Agreement (SLA)
- Professional services to complete the SaaS migration ("SaaS Flip")

*City Data Ownership* – The City retains full ownership of all City data. Tyler receives only a limited license to access and process data strictly as needed to operate the system. Newark-specific data protection requirements including encryption, incident notification, U.S. data residency for backups, and security standards, are included in the agreement .

### Additional Cost Considerations

The current on-premises budget for ERP maintenance and licensing is approximately $85,000 per year. Under the proposed SaaS Agreement, the first-year cloud subscription cost is approximately $138,000, which includes the one-time $6,500 implementation ("SaaS Flip") fee.

Beginning in the second year and ongoing thereafter, the annual SaaS cost is estimated at $131,306, subject to up to 3% annual adjustments for the first two renewal years and CPI-based increases thereafter. This increase reflects the significantly expanded scope of services provided under the SaaS model, including secure hosting, continuous monitoring, vendor-managed updates, backups, and disaster recovery, which are not included under the current on-premises arrangement.

Accordingly, the transition to SaaS represents an added ongoing operating cost, consistent with industry standards for cloud-hosted ERP systems.

### Benefits of Migrating to Tyler SaaS

- *Improved Reliability and Disaster Recovery*
    - Under the SaaS model, Tyler provides: 24/7 system monitoring, redundant

infrastructure and geographically separated data centers, annual disaster recovery testing, and guaranteed recovery objectives: 24-hour Recovery Time Objective (RTO) and 24-hour Recovery Point Objective (RPO).
    - These standards exceed what the City can feasibly maintain in its on-premises environment and significantly reduce the risk of system outages or data loss.
- *Enhanced Security Posture*
    - Tyler's hosting environment undergoes: independent annual Service Organization Controls (SOC) 1 and SOC 2 audits validating financial and security controls, annual penetration testing and continuous intrusion detection and prevention, PCI DSS compliance for applicable payment-related components.
    - These protections ensure modern, professionally managed security standards that are difficult for individual municipalities to match.
- *Automatic Updates and Reduced Staff Workload*
    - The SaaS environment ensures Tyler applies updates, enhancements, and security patches on a routine cycle. This eliminates the need for City staff to schedule and perform system updates manually while ensuring the City always has access to the most current, secure version of the software.
- *Financial Predictability and Cost Avoidance*
    - The City's existing 3% annual maintenance cap is preserved under the proposed SaaS Agreement for the first two renewal years. In addition, the SaaS model avoids future costs for server hardware replacement, storage systems, backup equipment, and other capital investments associated with on-premises hosting.
- *City Ownership and Control of Data*
    - The Agreement clarifies that: The City owns all data stored in the system, Tyler may access City data only as needed to operate the service, Newark-specific security requirements including encryption, incident notification, and confidentiality govern Tyler's handling of City data.

**Agreement Term and Renewal**

- Initial Term: From the first day of the first month following execution through August 31, 2026.
- Renewals: The agreement renews annually unless terminated with notice.
- Cost Controls: For the first two renewal years following the initial term, increases for the products listed in Exhibit A are capped at 3% per year, consistent with the City's original 2019 agreement.

This pricing structure maintains cost stability as the City transitions to SaaS. The cost of $405,854 for the current and next fiscal year software services is fixed under both the existing and proposed contracts.

**FISCAL IMPACT**

The total costs associated with the SaaS subscription and migration services are detailed in the Investment Summary in Exhibit A. One-time implementation and project planning costs total $6,500, and a $37,646.28 contingency is included for potential module updates or upgrades over the agreement term. The agreement establishes a not-to-exceed amount of $450,000.

This action also updates how ERP costs are budgeted. Currently, approximately $85,000 per fiscal year for ERP maintenance and licensing is budgeted in the General Fund. With the transition to the SaaS model, ongoing ERP subscription costs will instead be budgeted in the Technology Equipment Replacement Fund (Internal Service Fund 702) and allocated across all departments through the internal service cost distribution process, reflecting the citywide nature of the ERP system.

Because the annual SaaS subscription cost exceeds the City's current $85,000 operating budget for ERP services, this transition results in an ongoing cost increase and requires additional appropriations beginning in Fiscal Year 2025–26. This change reflects the expanded scope of hosted services included in the SaaS model, such as secure cloud hosting, system monitoring, backups, vendor-managed updates, and disaster recovery.

This reallocation aligns with Government Finance Officers Association (GFOA) best practices by improving transparency, ensuring accurate cost distribution across departments, and supporting long-term technology lifecycle planning for the full cost of a citywide enterprise system.

For Fiscal Year 2025–26, a total of $138,000 is required in the Technology Equipment Replacement Fund (702.87.702.800.6150). This amount will be funded by transferring the existing $85,000 General Fund budget (110.80.080.800.6221) and adding $53,000 in additional appropriations to fully support the first year of cloud subscription costs. An amendment to the 2024–2026 Biennial Budget and Capital Improvement Plan will be necessary, and budgets for subsequent years will be incorporated into the biennial budget process.

**REVIEW AND APPROVAL**

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

---

**Attachments**

Resolution - Tyler SaaS Agreement

Exhibit A - Proposed Tyler SaaS Agreement

Current Tyler Agreement

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE A SOFTWARE-AS-A-SERVICE AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR MIGRATION OF THE CITY'S NEW WORLD ERP SYSTEM TO TYLER'S SAAS CLOUD AND AMENDING THE 2024–2026 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN

**WHEREAS,** the City uses Tyler New World ERP (Enterprise Resource Planning software) to support finance, payroll/HR, purchasing, and related business processes, and the current on-premises hosting model requires significant infrastructure lifecycle management and security hardening; and

**WHEREAS,** Tyler Technologies, Inc. offers a Software-as-a-Service (SaaS) hosting and operations model for the City's ERP that provides secured hosting, vendor-managed updates, service level commitments, and disaster recovery capabilities; and

**WHEREAS,** staff recommends migrating from on-premises hosting to Tyler's SaaS Cloud to improve availability, disaster recovery posture, security, and cost predictability while maintaining City ownership of data; and

**WHEREAS,** a Software-as-a-Service Agreement ("Agreement") with Tyler Technologies, Inc., substantially in the form attached to the staff report as Attachment A, establishes a not-to-exceed project amount of $450,000, including one-time implementation services, migration services, SaaS subscription fees, and a contingency for module updates or upgrades; and

**WHEREAS,** to implement the migration and align with the Agreement's first-year invoicing (prorated to the City's September–August billing cycle), an amendment to the 2024–2026 Biennial Budget and Capital Improvement Plan is necessary to appropriate funds for one-time services.

**WHEREAS**, the ERP system supports all City departments, and migrating to the SaaS subscription model necessitates relocating ongoing ERP costs from the General Fund to the Technology Equipment Replacement Fund (Internal Service Fund 702) to align costs with citywide users and internal service fund cost-allocation practices; and

**WHEREAS**, to implement the SaaS transition, appropriations must be established in Fiscal Year 2025–26 within Fund 702, and the 2024–2026 Biennial Budget and Capital Improvement Plan must be amended accordingly.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Newark hereby authorizes the City Manager to execute the Software-as-a-Service Agreement with Tyler Technologies, Inc., and all documents necessary to implement the ERP system migration, in a form approved by the City Attorney, in an amount not to exceed $450,000.

**BE IT FURTHER RESOLVED** that the City Council approves an amendment to the 2024–2026 Biennial Budget and Capital Improvement Plan to establish funding for the ERP SaaS migration, and directs that ERP subscription costs for future fiscal years be incorporated into the City's biennial budget process as follows:

| | Account | Description | Amount |
|---|---|---|---|
| TO: | 702.87.702.800.6150 | ERP SaaS Migration (Tyler New World) | $ 138,000 |
| FR: | 702.3000 | Unappropriated Fund Balance | $ 53,000 |
| FR: | 110.80.080.800.6150 | Reallocation of existing GF ERP budget | $ 85,000 |

# SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

**SECTION A – DEFINITIONS**

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. Our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means the party indicated on the signature block or, in the absence of a signature block, the Investment Summary.
- **"Data"** means your data necessary to use the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users, if any, that are identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to a Third-Party Product.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement. Notwithstanding the foregoing, if these terms are linked from an Order Form, the Effective Date is the date your authorized representative signed the Order Form.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **"Order Form"** means an ordering document that includes a quote or investment summary and specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"Professional Services**" means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all our customers who have a right to use the Tyler Software. Our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third-Party Hardware"** means the third-party hardware, if any, identified in the Investment Summary.
- **"Third-Party Products"** means the Third-Party Software and Third-Party Hardware.
- **"Third-Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third-Party Services"** means the third-party services, if any, identified in the Investment Summary.
- **"Third-Party Software"** means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software.
- **"Third-Party Terms"** means the end user license agreement(s) or other terms, if any, for the Third-Party Products or other parties' products or services, as applicable, and attached or indicated at Exhibit D.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we," "us," "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

**SECTION B – SAAS SERVICES**

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your governmental purposes, subject to any limits for Defined Users or Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in this Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). You acknowledge that we have no obligation to ship copies of the Tyler Software as part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement.

2. Ownership.
   2.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
   2.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3. Data.
   3.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
   3.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce your Data to provide services pursuant to this Agreement. Additionally, you agree that Tyler may use deidentified Data for Client or third-party demonstrative or training purposes.
   3.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at https://www.tylertech.com/privacy) and applicable law. A copy of Tyler's Privacy Statement as of September 4, 2025 is attached as Exhibit E for informational purposes.
   3.4. Data Breach Notification. Tyler will provide notice of a breach of Client Data in accordance with, and within the time frame required by, applicable state and federal data breach notification laws.

4. Restrictions.
   4.1. You may not:
      4.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations;
      4.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;
      4.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or
      4.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
      4.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then-current Support Call Process.

6. SaaS Services.
   6.1. *Audit & Compliance*. Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will

maintain, SOC 1 and SOC 2 compliance, or their equivalent, for so long as you are timely paying for SaaS Services. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.

6.2. *Service Levels*. The Tyler Software will be made available to you according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers.

6.3. *Business Continuity*. Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization Control reports or their equivalent. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations.

6.4. *Security Measures*. We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to our applications that take or process card payment data, we comply with applicable requirements of PCI DSS. We agree to supply the then-current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance and, in the event of any change in our status, we will comply with applicable notice requirements. A copy of Tyler's Attestation of Compliance as of December 2024 is attached as Exhibit F for informational purposes.

**SECTION C – PROFESSIONAL SERVICES**

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.

2. Professional Services Fees. You agree to pay us the services fees in the amounts set forth in the Investment Summary. You acknowledge that the fees stated in the Investment Summary, unless

expressly stated otherwise, are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you upon acceptance associated with the services identified as fixed fees. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable rate by the quoted units.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote unless otherwise indicated on the quote or as otherwise agreed.

4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with reasonable access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. All of our employees undergo criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to support the efficient execution of the activities required for this Agreement. Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.

9. Maintenance and Support Services.
   9.1. For the duration of this Agreement, consistent with the terms set forth in our then-current Support Call Process, we will:
      9.1.1. perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

9.1.2. provide telephone support during our established support hours as indicated in our then-current Support Call Process;

9.1.3. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;

9.1.4. provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.

9.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.

9.3. We will use all reasonable efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access to your Data and systems.

9.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) telephone support outside our normal business hours as listed in our then-current Support Call Process.

**SECTION D – THIRD-PARTY PRODUCTS**

1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.

2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you. Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.

3. Third Party Products Warranties.
   3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.
   3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.
   3.3 You acknowledge that we are not the manufacturer of Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-Party Products.

4. Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

**SECTION E – TERM AND TERMINATION**

1. Term. The initial term of this Agreement commences on the first day of the first month following the Effective Date and ends August 31, 2026. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current renewal term; provided, however, that for the first two (2) annual renewal terms, your SaaS Fees for the products that are listed in Exhibit A as of the Effective Date will not increase by more than three percent (3%) year over year. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).
   2.1. *Failure to Pay Fees*. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of fees. We may terminate this Agreement if you do not cure a failure to pay within sixty (60) days of our notice to you that you have overdue payments not disputed as described above.
   2.2. *For Cause*. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause after following the procedures set forth in Section G(2).
   2.3. *Force Majeure*. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
   2.4. *Lack of Appropriations*. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

**SECTION F – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

1. Intellectual Property Infringement Indemnification.
   1.1. We will defend you against any third-party claim(s) that the Tyler Software or Documentation infringes that third-party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
   1.2. Our obligations under this Section F(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties.
   1.3. If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either:

1.3.1. procure the right to continue its use;
1.3.2. modify it to make it non-infringing; or
1.3.3. replace it with a functional equivalent.

We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.

1.4. This section provides your exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1. We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by our negligence or willful misconduct; or (ii) our violation of law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2. To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by your negligence or willful misconduct; or (ii) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

**3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

**4. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (i) DURING THE INITIAL TERM, AS SET FORTH IN SECTION E(1), ONE AND ONE-HALF (1.5) TIMES THE TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (ii) DURING ANY RENEWAL TERM, ONE AND ONE-HALF (1.5) TIMES THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(2).**

**5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (i) Commercial General Liability of at least $1,000,000 per occurrence and $2,000,000 aggregate; (ii) Automobile Liability of $1,000,000 combined single limit; (iii) Professional Liability (inclusive of cyber protection) of $2,000,000 per claim and in the aggregate; (iv) Workers Compensation complying with applicable statutory requirements; and (v) Excess/Umbrella Liability of $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request. The limits of insurance for Commercial General Liability and Automobile Liability coverage required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. We agree that our insurance is primary for claims under our Commercial General Liability and Automobile Liability policies(or, by extension, our Excess/Umbrella policy) that are caused, in whole or in part, by Tyler as respects the Agreement.

**SECTION G – GENERAL TERMS AND CONDITIONS**

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current pricing, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Performance Issues and Dispute Resolution.
   2.1. *Notice*. You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.
   2.2. *Invoice Issues*.
      2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Tyler.
      2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.
      2.2.3. You agree to pay all undisputed fees by the due date. You acknowledge that you forfeit your right to dispute **any** fees under this Agreement when you fail to pay undisputed fees within sixty (60) days of our notice that the fees are overdue.
      2.2.4. In addition to any other remedies available to us under this Agreement or law for non-payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement.
      2.2.5. WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.
   2.3. *Dispute Resolution*. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in mediation in an

effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

3. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

4. Nondiscrimination. We will not discriminate against any employee or applicant in our employment practices or the performance of our duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national, or ethnic origin. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

5. E-Verify. We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.

6. Subcontractors. We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.

7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets. Tyler will provide notice of a change in control after the information is public.

8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

9. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.

10. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, or implied. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified in writing, signed by an authorized representative of the party against whom enforcement is sought.

11. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

14. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

15. Client Lists. You agree that we may identify you by name in client lists and, only with your prior written permission, marketing presentations and promotional materials.

16. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
    i. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    iii. a party receives from a third party who has a right to disclose it to the receiving party; or
    iv. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

17. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state or commonwealth of domicile, without regard to its rules on conflicts of law.

19. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

20. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. In such cases, we reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

21. Data & Insights Solution Terms. Reserved.

22. Contract Documents. This Agreement includes the following exhibits:

| | |
|---|---|
| **Exhibit A** | Investment Summary |
| **Exhibit B** | Invoicing and Payment Terms |
| | Schedule 1: Business Travel Policy |
| **Exhibit C** | Service Level Agreement |
| | Schedule 1: Support Call Process |
| **Exhibit D** | Third-Party Terms |
| **Exhibit E** | Tyler Privacy Statement as of September 4, 2025 |
| **Exhibit F** | Tyler PCI Compliance Attestation as of December 2024 |
| **Exhibit G** | Data Protection and Information Security |

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
Tyler Technologies, Inc.
7701 College Boulevard
Overland Park, KS 66210
Attention: Chief Legal Officer

City of Newark, California

By:_____

Name: David J. Benoun

Title: City Manager

Date:_____

Address for Notices:
City of Newark
37101 Newark Boulevard
Newark, CA 94560-3796
Attention: _____

ATTEST:

_____
By: Neetu Salwan

Title: City Clerk

APPROVED AS TO FORM:

_____
By: Kristopher J. Kokotaylo

Title: City Attorney

# Exhibit A
# Investment Summary

The Investment Summary details the products and services to be delivered by us, or a third party, as applicable, to you under the Agreement. This Investment Summary is effective as of the Effective Date regardless of any expiration date in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**QUOTE "Newark CA_NWERP SaaS" ON FOLLOWING PAGE**

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| | |
|---|---|
| Quoted By: | Summer Zwarun |
| Quote Expiration: | 12/31/25 |
| Quote Name: | Newark CA _ NWERP SaaS |

**Sales Quotation For:**
City of Newark
37101 Newark Blvd
Newark CA 94560-3796

**Tyler Annual Software - SaaS**

| Description | Annual |
|---|---|
| **New World ERP** | |
| Financials | |
| Accounting/General Ledger | $ 17,048 |
| Purchase Orders | $ 4,925 |
| Contract Management | $ 1,144 |
| Fixed Assets | $ 2,650 |
| Bank Reconciliation | $ 1,894 |
| Project Accounting | $ 2,652 |
| Misc Billing & Receivables | $ 2,652 |
| Decision Support Base Datamart | $ 4,925 |
| FM Analytics | $ 3,031 |
| FM Dashboards | $ 3,410 |
| eSuite Base (Payments) | $ 4,925 |
| Third Party Document Imaging Interface | $ 2,652 |
| Additional SaaS Environment | $ 5,000 |
| Payroll/HR | |

| | |
|---|---|
| Payroll/HR | $ 13,638 |
| Position Budgeting | $ 3,031 |
| Benefits Administration | $ 2,652 |
| Leave Management | $ 3,410 |
| Personnel Actions | $ 3,031 |
| Employee Event Tracking | $ 3,031 |
| Time & Attendance Interface | $ 3,031 |
| HR Analytics | $ 3,031 |
| HR Dashboard | $ 3,410 |
| eEmployee | $ 7,577 |
| eBenefits Admin | $ 3,788 |
| Forms | |
| Processing Software | $ 3,218 |
| Time & Attendance | |
| Time & Attendance Mobile Access License | $ 2,351 |
| Time & Attendance | $ 8,867 |
| **Tyler One** | |
| Tyler Products | |
| ACFR Statement Builder | $ 4,925 |
| Workforce Direct | $ 0 |
| Content Manager | |
| Core | $ 5,407 |
| **TOTAL** | **$ 131,306** |

**Fixed Fee Services**

| Description | Units | Price | Maintenance |
|---|---|---|---|
| **New World ERP** | | | |
| ERP Insights | | | |
| Saas Flip Install Fee | 1 | $ 4,000 | $ 0 |
| Other Services | | | |
| Project Planning Services for SaaS Flips | 1 | $ 2,500 | $ 0 |
| **TOTAL** | | **$ 6,500** | **$ 0** |

| **Summary** | **One Time Fees** | **Recurring Fees** |
|---|---|---|
| Total Tyler Software | $ 0 | $ 0 |
| Total SaaS | $ 0 | $ 131,306 |
| Total Tyler Services | $ 6,500 | $ 0 |
| Total Third-Party Hardware, Software, Services | $ 0 | $ 0 |
| **Summary Total** | **$ 6,500** | **$ 131,306** |

**Comment**

Any acquisition of clocks and/or clock maintenance is subject to the following terms:
**Time & Attendance Clock Terms (tylertech.com)**

Client's Identity Provider is Entra (Azure). IT Contact is Ed Miranda <edwin.miranda@newarkca.gov>.

- Recurring SaaS fee is based on an annual commitment for up to one hundred (100) concurrent users.

- Additional concurrent users will be billed at our then current rate, which is currently $1,750 per user annually.

- Recurring SaaS fee is for two environments (Live and Test), with a Hosting minimum difference of $26,000.

Workforce Direct - The use of certain Tyler application(s) requires Client to engage and use an identity provider that meets Open ID Connect (OIDC) or Security Assertation Markup Language (SAML) standards (each, an “IdP”), such as Microsoft Entra ID, Okta, Google Cloud Identity or Rapid Identity. Client will permit these applications to directly federate with such IdP. Client is responsible for (a) keeping Client and its representatives’ passwords secure and confidential, (b) any account activity or access that occurs pursuant to Client and its representatives’ passwords, its account or IdPs, and (c) notifying Tyler of any unauthorized access to its account. Failure to provide Tyler with the ability to federate to a supported IdP may result in disrupted deployment and implementation schedules and additional costs. If you do not have an IdP in place, please contact us for additional information.
Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard New World ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. The Tyler Software Product Tyler Forms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks
In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.</TCM-SE-SW>

Time & Attendance includes the New World ERP Time and Attendance Web API endpoints.
Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- SaaS flips include one Live environment and one Test environment for one entity, unless otherwise stated in the contract.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.

- Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.
- o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and material basis. "
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where Project Planning Services are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

• Expenses associated with onsite services are invoiced as incurred.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: https://www.tylertech.com/terms/tyler-saas-services.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

# Exhibit B
# Invoicing and Payment Terms

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing**: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler SaaS Services and Other Annual Services. SaaS Fees and other annual services fees, prorated for the period commencing on the first day of the first month following the Effective Date and ending August 31, 2026, are invoiced on the Effective Date. Thereafter, annual SaaS Fees and annual services fees are invoiced on an annual basis, for the period September 1 through August 31. Your annual SaaS fees and annual services fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees and annual service fees will be at our then-current rates. We agree not to increase annual SaaS Fees and annual services fees by more than three percent (3%) over the previous year's fees for the first two (2) renewal terms following the expiration of the initial term.

2. Tyler Services.
   2.1. *Professional Services Generally*: Unless otherwise indicated below, fees for Tyler services are invoiced as delivered.
   2.2. *Consulting Services*: Fixed fee Consulting Services will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module.
   2.3. *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
   2.4. *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced (i) 50% upon delivery of specifications and (ii) 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
   2.5. *Other Fixed Price Services*: Other fixed price services are invoiced as delivered. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning. Strategic Program Management Services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of program planning.

3. Hardware & Third-Party Products.
   3.1. *Hardware*: Hardware costs, if any, are invoiced upon delivery. As of the Effective Date, there is no hardware included in the Agreement.
   3.2. *Hardware Maintenance*: The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
   3.3. *Third-Party Services*: Fees for Third-Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
   3.4. *Third Party Software*. License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.
   3.5. *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
   3.6. *Third-Party SaaS Services*. Third-Party SaaS Services fees, if any, are invoiced on an annual basis, commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year of Third-Party SaaS Services is indicated in the Investment Summary. Unless express stated otherwise, pricing for subsequent years will be at then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a monthly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days. As of the Effective Date, there are no transaction fees applicable to this Agreement.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, attached hereto as Schedule 1 to this Exhibit B. Travel expenses, if any, are invoiced to Client at cost without markup. Tyler will not travel to Client's site without coordinating that travel with Client in advance.

6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the software maintenance and support fees and if applicable, for annual "Disaster Recovery" and "Tyler Systems Management" services fees, prepaid for the time period commencing on the first day of the SaaS Term.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

# Exhibit B
# Schedule 1
# Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

   Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated

by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

| | |
|---|---|
| Depart before 12:00 noon | Lunch and dinner |
| Depart after 12:00 noon | Dinner |

Return Day

| | |
|---|---|
| Return before 12:00 noon | Breakfast |
| Return between 12:00 noon & 7:00 p.m. | Breakfast and lunch |
| Return after 7:00 p.m.* | Breakfast, lunch and dinner |

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

| | |
|---|---|
| Breakfast | 15% |
| Lunch | 25% |
| Dinner | 60% |

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

# Exhibit C
# SERVICE LEVEL AGREEMENT

## I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels related to the availability of the Tyler SaaS Services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.

**II. Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar month, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

*Client Error Incident*: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime*: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance Window:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the production environment.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

## III. Service Availability

### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable month. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

| **Client Relief Schedule** | |
|---|---|
| **Actual Attainment** | **Client Relief** |
| 99.99% - 98.00% | Remedial action will be taken |
| 97.99% - 95.00% | 4% |
| Below 95.00% | 5% |

## IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.

# Exhibit C
# Schedule 1
# Support Call Process

**Support Channels**

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

*Support Resources*

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
(2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

**Support Availability**

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

| | |
|---|---|
| New Year's Day | Labor Day |
| Martin Luther King, Jr. Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

**Incident Handling**

*Incident Tracking*

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

*Incident Priority*

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

| Priority Level | Characteristics of Support Incident | Resolution Targets* |
|---|---|---|
| 1<br>Critical | Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions. | Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database. |
| 2<br>High | Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data. | Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database. |

| Priority Level | Characteristics of Support Incident | Resolution Targets* |
|---|---|---|
| 3 Medium | Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure. | Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database. |
| 4 Non-critical | Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level. | Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release. |

**Response and Resolution Targets may differ by product or business need*

### *Incident Escalation*

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

### *Remote Support Tool*

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

# Exhibit D
# Third-Party Terms

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: https://www.thinprint.com/en/legal-notes/eula/. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

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**Exhibit E**
**Tyler Privacy Statement as of September 4, 2025**

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# Tyler Technologies, Inc. Privacy Statement

## Introduction and Scope

Tyler Technologies, Inc. and its subsidiaries, along with their respective business units and business lines ("Tyler", “we,” “us” or “our”) are committed to protecting your privacy.

This Tyler Privacy Statement explains our privacy practices when we collect, use, or transfer personal data. This Privacy Statement applies when you interact with Tyler through any of our online applications and features, digital services, communication channels, websites and mobile applications (collectively the "Tyler Platform”). It also applies to information Tyler collects through other means, including information collected offline.

For purposes of this Privacy Statement, “personal data” generally means information that on its own or combined with other information, can directly or indirectly identify an individual. “Process” or “processing” generally means the collection, use, storage, disclosure, analysis, deletion or modification of personal data.

We may revise this Privacy Statement periodically and will post any changes to the Tyler Platform. Changes to the Tyler Privacy Statement are effective at the time they are posted and your continued use of the Tyler Platform, or provision of information to us through other means after posting will constitute acceptance of, and agreement to be bound by, those changes. Please review this Privacy Statement from time to time to ensure you are aware of changes to it. If you do not agree with the Tyler Privacy Statement, please do not use the Tyler Platform.

How this Privacy Statement and our privacy practices apply to you depends on your relationship with Tyler or use of the Tyler Platform. The following are just a few examples of situations where Tyler, as a company providing software solutions and services to our public sector clients and their end users, may process your personal data when you apply for a dog license, pay a property tax bill, or are a party in a court case. In those types of situations, the Tyler as a Data Processor section explains our role in the processing of your personal data. When Tyler processes personal data for its own business purposes, such as when you apply for a job at Tyler, the Tyler as a Data Controller section describes our privacy practices.

**We strongly encourage you to read the following section that is applicable to your relationship with Tyler in its entirety.**

# Tyler as a Data Processor

This Tyler as a Data Processor section applies generally to the personal data we process as part of the application solutions and services we provide pursuant to a contract between Tyler and a client or a customer (a "Client"). In other words, Tyler as a Data Processor applies to Client directed processing activities.

Many of Tyler's Clients are municipal or state government agencies or political subdivisions, including public administration, courts and public safety, and health and human services agencies, as well as K-12 educational entities. Our Clients use our products to provide services to their customers, constituents, employees, or students. Our Clients decide what personal data is collected, used, or shared in the Tyler Platform, and why. In these circumstances, our Clients are typically the data "controllers" and Tyler generally acts as a data "processor" because our Clients tell us what to do with the personal data, what to collect and the purpose for which it was collected. Our Clients own the data, not Tyler.

For information related to the privacy practices of a Tyler Client who uses Tyler products or services, please contact the respective Client directly. Tyler does not manage and is not responsible for the privacy practices of Tyler Clients, which may differ from the privacy practices described in the Tyler Privacy Statement.

# Why We Disclose Personal Data as a Processor

We do not sell, share, or otherwise transfer personal data we process on behalf of Clients to third parties for cross-context behavioral advertising or in exchange for monetary or other valuable considerations.

We may, however, disclose personal data with sub-processors or service providers solely to help us provide products and services to Tyler Clients. Any such disclosure is limited to what is necessary to meet our contractual obligations and is carried out strictly in accordance with the Tyler Client's instructions.

# Tyler Client Responsibilities & Your Rights

As a data processor, Tyler acts at the direction and on behalf of our Clients, which means your main point of contact for privacy questions or requests is the Tyler Client with which you interact.

In addition to contacting the Tyler Client you interact with, you may control the information collected and use in the following ways:

- Geolocation Information. You can disable location-based services on your mobile device or web browser by adjusting the settings on your device or browser. This will prevent the Tyler Platform from accessing your Geolocation Information. Note that some Tyler services may not be available if you disable location-based services.
- Cookies and Similar Technologies. You can refuse to accept third-party cookies by following your browser or device's instructions. If you do not accept cookies, you may experience some inconvenience in your use of the Tyler Platform.
- User Requests. You should direct any request related to your personal data processed by us on behalf of a Tyler Client to the applicable Tyler Client. If we receive a request from you directly, we will take reasonable measures to facilitate your request, including contacting the applicable Tyler Client for which we are acting as a data processor with respect to your personal data if you have. We may be reached using our toll-free number: 1-800-772-2260 Option 7 or by email at privacy@tylertech.com.

# Tyler as a Controller

Tyler as a Controller applies where we collect, use, and transfer your personal data on our own behalf. It does not apply to the extent Tyler processes personal data in the role of a processor or service provider on behalf of our Clients. Depending on your interactions, more than one role may apply to your relationship with Tyler and the Tyler Platform.

The Tyler Platform may contain links to websites operated by third parties ("Third-Party Sites").The Tyler Privacy Statement does not apply to those Third-Party Sites, or to any social media platforms where Tyler maintains its social media pages or which you may use to login to the Tyler Platform.

# What Personal Data We Collect as a Controller

The personal data we collect depends on how you interact with Tyler and the Tyler Platform. For a description of the personal data Tyler collects as a Controller and the purposes for which we collect it as a Controller, please refer to the list below.

- **Biometric Information**, for example, fingerprint scans.
- **Identifiers**, for example, real name, postal address, email address, and IP address.
- **Sensitive Personal Data**, for example, social security number, account log-in, and credit card.
- **Education Information**, for example, student's and their parents' real name and postal address.
- **Audio, Electronic, Visual, Thermal, Olfactory, or Similar Information**, for example, records of conversations with customer support representatives and camera and microphone data.

- **Professional or Employment-related Information**, for example, educational background and employment history.
- **Geolocation Data**, for example, approximate and precise location of an individual.
- **Commercial Information**, for example, information about purchases of Tyler products and services and information necessary to complete payments or facilitate transactions.
- **Internet or Other Electronic Network Activity Information**, for example, information about your interactions with the Tyler Platform and aggregate information about traffic across the Tyler Platform.
- **Inferences**, for example, preferences, characteristics, predispositions, and behavior.
- **Characteristics of Protected Classifications**, for example, gender, race, and ethnicity.

# Why We Transfer Your Personal Data as a Controller

We may sell, share, or otherwise disclose your personal data to third parties for cross-context behavioral advertising, targeted advertising, or in exchange for monetary or other valuable consideration.

We do disclose personal data in the normal course of operating the Tyler Platform. This means we may disclose your personal data with sub-processors or service providers to facilitate the provision of services we provide to our Clients. We may also disclose your personal data if we believe it's necessary to comply with applicable laws or protect Tyler, our Clients, our users or employees. Each disclosure is limited to the purpose described below:

- Tyler Clients and their end users, as necessary to provide the services or products they have purchased.
- Service providers that assist with the operation of the Tyler Platform and allow us to provide services to Tyler Clients. Information shared with these service providers, as well as information that they collect on our behalf, is limited to what is necessary for providing their services and is safeguarded under contractual obligations that protect the information and limit its use to purposes that we allow.
- Tyler affiliates and subsidiaries that support Tyler Platform operations, development, customer support, and internal administration.
- Tyler, our service providers or Tyler Clients may disclose specific individual information if we or they reasonably believe it is necessary to: (i) comply with applicable law; (ii) protect or defend the rights, property and interests of Tyler, our employees, or the interests of our third party service providers and partners; or (iii) under exigent circumstances, to protect the personal safety of our users and customers, or the public.
- Independent third parties may also collect and process your information, such as the payment providers you use when you facilitate a payment using a Tyler product or service, social media platforms you use to login to the Tyler Platform via a social

media account, or business sponsors or attendees when you register for or attend a webinar, event, or conference. These third parties will process your information independently in accordance with their own privacy notices.

- Tyler engages marketing service providers to assist with the advertising and marketing of our business and performing business analytics.

# Your Privacy Rights

We want you to feel comfortable with how we collect, use, and share your personal data. You have privacy rights under your states laws if you are a resident of one of the following states: California, Colorado, Connecticut, Delaware, Indiana, Iowa, Kentucky, Maryland, Minnesota, Montana, Nebraska, New Hampshire, New Jersey, Oregon, Rhode Island, Tennessee, Texas, Utah, Virginia. Depending on which of the previously mentioned states you are a resident, your state laws may entitle you to some or all of the following privacy rights: (i) erase or delete all or some of your personal data; (ii) change, update, or correct your personal data; (iii) restrict how we use all or some of your personal data, for example, opting out of targeted advertising, profiling, or automated decision making; (iv) access your personal data and, where applicable and feasible, request to receive that personal data in a commonly used electronic format (or ask for this information to be provided in that format to a third party); (v) disclose what personal data we collect, use, or share, and to whom; (vi) request that we stop sharing your personal data with third parties for certain purposes; (vii) appeal a refusal of your privacy request and, if unresolved, lodge a complaint with the relevant privacy or data-protection authority; or (viii) not be retaliated against for exercising any of these rights.

# Country Specific Information

Certain countries where Tyler operates or where individuals live with whom Tyler interacts through the Tyler Platform for Tyler's own business purposes have enacted legislation that provides their residents with certain rights with respect to businesses' collection, use, and disclosure of residents' personal data. For more information about a particular jurisdiction, please see our country-specific notices below.

**Notice to Residents of Australia**
**Notice to Residents of the Bahamas**
**Notice to Residents of Bermuda**
**Notice to Residents of Brazil**
**Notice to Residents of Canada**
**Notice to EU, EEA, and UK Residents**
**Notice to Residents of India**

# Notice to Residents of Mexico
# Notice to Residents of the Philippines

## Data Retention

We will retain your personal information for the length of time needed to fulfill the purposes outlined above, or for as long as the Tyler Client for which we are providing services directs us to retain it, unless you request that we delete your personal data and we honor such request, or a longer retention period is required or permitted by law, for the establishment, exercise and defense of a legal claim.

## Children

Except in limited circumstances as part of a specific educational opportunity programs Tyler operates, including but not limited to the Maine App Challenge, the Tyler Platform is not directed to persons under the age of eighteen (18), and we do not knowingly collect, request, or use personal data of children without parental permission. Aside from the aforementioned instances, we do not have actual knowledge that we sell to or share with third parties, the personal data of individuals under 18 years of age. If we become aware that a child under 18 has provided us with personal data without parental consent, we will take steps to delete the information as soon as possible. If you believe that your child under the age of 18 has submitted personal data to Tyler, please contact us at privacy@tylertech.com.

## Contact Us

If you have any questions regarding our Privacy Statement or the use of your personal data, please feel free to contact our Privacy Team:

Email: privacy@tylertech.com
Phone: 1-800-772-2260, Option 7
Mail: Tyler Technologies, 5101 Tennyson Pkwy, Plano, TX 75024

This Privacy Statement is effective July 1, 2025.

**Exhibit F**
Tyler PCI Compliance Attestation as of December 2024

**Payment Card Industry Data Security Standard, Attestation of Compliance for Report on Compliance – Service Providers for Tyler Technologies, Assessment End Date: December 195h, 2024**
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# Payment Card Industry
# Data Security Standard

## Attestation of Compliance for Report on Compliance – Service Providers

**Version 4.0**

Revision 2

Publication Date: August 2023

Docusign Envelope ID: 257395A3-4440-4A0D-87C5-5358AFDAD4D3

# PCI DSS v4.0 Attestation of Compliance for Report on Compliance – Service Providers

**Entity Name: Tyler Technologies**

**Assessment End Date: December 19th, 2024**

**Date of Report as noted in the Report on Compliance: December 20th, 2024**


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# Section 1: Assessment Information

## Instructions for Submission

This Attestation of Compliance (AOC) must be completed as a declaration of the results of the service provider's assessment against the *Payment Card Industry Data Security Standard (PCI DSS) Requirements and Testing Procedures (*"Assessment"). Complete all sections. The service provider is responsible for ensuring that each section is completed by the relevant parties, as applicable. Contact the entity(ies) to which this AOC will be submitted for reporting and submission procedures.

This AOC reflects the results documented in an associated Report on Compliance (ROC). Associated ROC sections are noted in each AOC Part/Section below.

Capitalized terms used but not otherwise defined in this document have the meanings set forth in the PCI DSS Report on Compliance Template.

### Part 1. Contact Information

| **Part 1a. Assessed Entity (ROC Section 1.1)** | |
|---|---|
| Company name: | Tyler Technologies |
| DBA (doing business as): | Tyler Technologies |
| Company mailing address: | 5101 Tennyson Parkway, Plano, TX 75024 |
| Company main website: | Https://www.tylertech.com |
| Company contact name: | Jeffrey Newball |
| Company contact title: | Manager InfoSec Compliance |
| Contact phone number: | 1-888-529-8248 |
| Contact e-mail address: | Jeffrey.newball@tylertech.com |

| **Part 1b. Assessor (ROC Section 1.1)** | |
|---|---|
| Provide the following information for all assessors involved in the Assessment. If there was no assessor for a given assessor type, enter Not Applicable. | |
| PCI SSC Internal Security Assessor(s) | |
| ISA name(s): | N/A |
| Qualified Security Assessor | |
| Company name: | International Business Machines (IBM) |
| Company mailing address: | New Orchard Rd, Armonk, New York, 10504 |
| Company website: | www.ibm.com |
| Lead Assessor name: | Karl Kakadelis |


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| | |
|---|---|
| Assessor phone number: | 864-978-5914 |
| Assessor e-mail address: | Karl.Kakadelis@ibm.com |
| Assessor certificate number: | QSA 753-294 |

## Part 2. Executive Summary

### Part 2a. Scope Verification

**Services that were INCLUDED in the scope of the Assessment (select all that apply):**

| | |
|---|---|
| Name of service(s) assessed: | Tyler Online Gateway Access (TOGA), Tyler Capital(TC), and Tyler Payments(TP) |

Type of service(s) assessed:

| **Hosting Provider:** | **Managed Services:** | **Payment Processing:** |
|---|---|---|
| ☐ Applications / software | ☐ Systems security services | ☐ POI / card present |
| ☐ Hardware | ☐ IT support | ☒ Internet / e-commerce |
| ☐ Infrastructure / Network | ☐ Physical security | ☐ MOTO / Call Center |
| ☐ Physical space (co-location) | ☐ Terminal Management System | ☐ ATM |
| ☐ Storage | ☐ Other services (specify): | ☐ Other processing (specify): |
| ☐ Web-hosting services | | |
| ☐ Security services | | |
| ☐ 3-D Secure Hosting Provider | | |
| ☐ Multi-Tenant Service Provider | | |
| ☐ Other Hosting (specify): | | |
| ☐ Account Management | ☐ Fraud and Chargeback | ☒ Payment Gateway/Switch |
| ☐ Back-Office Services | ☐ Issuer Processing | ☐ Prepaid Services |
| ☐ Billing Management | ☐ Loyalty Programs | ☐ Records Management |
| ☐ Clearing and Settlement | ☐ Merchant Services | ☐ Tax/Government Payments |
| ☐ Network Provider | | |
| ☐ Others (specify): | | |

***Note:*** *These categories are provided for assistance only and are not intended to limit or predetermine an entity's service description. If these categories do not apply to the assessed service, complete "Others." If it is not clear whether a category could apply to the assessed service, consult with the entity(ies) to which this AOC will be submitted.*


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## Part 2. Executive Summary *(continued)*

### Part 2a. Scope Verification *(continued)*

**Services that are provided by the service provider but were NOT INCLUDED in the scope of the Assessment (select all that apply):**

| | |
|---|---|
| Name of service(s) not assessed: | Physical Security (AWS), Merchant Services is under another Assessment |

Type of service(s) not assessed:

| **Hosting Provider:** | **Managed Services:** | **Payment Processing:** |
|---|---|---|
| ☐ Applications / software | ☐ Systems security services | ☐ POI / card present |
| ☐ Hardware | ☐ IT support | ☐ Internet / e-commerce |
| ☐ Infrastructure / Network | ☒ Physical security | ☐ MOTO / Call Center |
| ☐ Physical space (co-location) | ☐ Terminal Management System | ☐ ATM |
| ☐ Storage | ☐ Other services (specify): | ☐ Other processing (specify): |
| ☐ Web-hosting services | | |
| ☐ Security services | | |
| ☐ 3-D Secure Hosting Provider | | |
| ☐ Multi-Tenant Service Provider | | |
| ☐ Other Hosting (specify): | | |
| ☐ Account Management | ☐ Fraud and Chargeback | ☐ Payment Gateway/Switch |
| ☐ Back-Office Services | ☐ Issuer Processing | ☐ Prepaid Services |
| ☐ Billing Management | ☐ Loyalty Programs | ☐ Records Management |
| ☐ Clearing and Settlement | ☒ Merchant Services | ☐ Tax/Government Payments |
| ☐ Network Provider | | |
| ☐ Others (specify): | | |

| | |
|---|---|
| Provide a brief explanation why any checked services were not included in the Assessment: | Physical Services are handled by third party AWS and the merchant services for the entity are assessed under another assessment. |

### Part 2b. Description of Role with Payment Cards (ROC Section 2.1)

| | |
|---|---|
| Describe how the business stores, processes, and/or transmits account data. | Tyler Online Gateway Access (TOGA): All transactions for this business function are a passthrough web-based transaction which transmits data securely to Chase Paymentech's Payment Gateway. Chase handles all the authorization and payment processes. Authorizations are returned to the transaction originator upon receipt from Chase. Cardholder data is not retained. Tyler Capital (TC): The Insite Web Portal |


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| | |
|---|---|
| | collects customer payment and credit card information and initiates a secure session to the credit card processor for authorization. Once authorization is received, Insite posts the credit card transaction details in the Insite secure database. Eden/Tyler Payments (TP): Takes credit card payments without the consuming application directly handling any in-scope PCI DSS credit card data. Consumers enter their credit card information directly into the hosted Tyler Payments cloud platform via secure frames within their browser (iFrames). |
| Describe how the business is otherwise involved in or has the ability to impact the security of its customers' account data. | As a service provider, Tyler Technologies receives cardholder data from their customers' locally installed applications and processes them on their behalf. No cardholder data is stored post authorization for Eden/Tyler Payments or TOGA. Tyler Capital (TC) stores the credit card number to facilitate re-occurring payments. This credit card information is encrypted in a database within the CDE. |
| Describe system components that could impact the security of account data. | This PCI DSS assessment covers TOGA, Tyler Capital and Eden/Tyler Payments web applications. No CHD is stored for TOGA and Eden. CHD is encrypted by the web application using ASP.NET and for Tyler Capital is stored in SQL DB. The isolated and segmented Tyler Technologies PCI environment is hosted in the AWS cloud. The CDE is composed of Windows web and DB servers, AWS firewall, router and switches; with connectivity to the Chase payment gateway. |


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## Part 2. Executive Summary *(continued)*

### Part 2c. Description of Payment Card Environment

| | |
|---|---|
| Provide a high-level description of the environment covered by this Assessment.<br>*For example:*<br>• *Connections into and out of the cardholder data environment (CDE).*<br>• *Critical system components within the CDE, such as POI devices, databases, web servers, etc., and any other necessary payment components, as applicable.*<br>• *System components that could impact the security of account data.* | Tyler Online Gateway Access (TOGA): All transactions for this business function are a passthrough web-based transaction which transmits data securely to Chase Paymentech's Payment Gateway. Chase handles all the authorization and payment processes. Authorizations are returned to the transaction originator upon receipt from Chase. Cardholder data is not retained.<br>Tyler Capital (TC): The Insite Web Portal collects customer payment and credit card information and initiates a secure session to the credit card processor for authorization. Once authorization is received, Insite posts the credit card transaction details in the Insite secure database.<br>Eden/Tyler Payments (TP): Takes credit card payments without the consuming application directly handling any in-scope PCI DSS credit card data. Consumers enter their credit card information directly into the hosted Tyler Payments cloud platform via secure frames within their browser (iFrames).<br>As a service provider, Tyler Technologies receives cardholder data from their customers' locally installed applications and processes them on their behalf. No cardholder data is stored post authorization for Eden/Tyler Payments or TOGA. Tyler Capital (TC) stores the credit card number to facilitate re-occurring payments. This credit card information is encrypted in a database within the CDE.<br><br>This PCI DSS assessment covers TOGA, Tyler Capital and Eden/Tyler Payments web applications. No CHD is stored for TOGA and Eden. CHD is encrypted by the web application using ASP.NET and for Tyler Capital is stored in SQL DB. The isolated and segmented Tyler Technologies PCI environment is hosted in the AWS cloud. The CDE is composed of Windows web and DB servers, AWS firewall, router and switches; with connectivity to the Chase payment gateway. |
| Indicate whether the environment includes segmentation to reduce the scope of the Assessment.<br>(Refer to the "Segmentation" section of PCI DSS for guidance on segmentation) | ☒ Yes ☐ No |


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## Part 2d. In-Scope Locations/Facilities (ROC Section 4.6)

List all types of physical locations/facilities (for example, corporate offices, data centers, call centers and mail rooms) in scope for this Assessment.

| Facility Type | Total Number of Locations (How many locations of this type are in scope) | Location(s) of Facility (city, country) |
|---|---|---|
| *Example: Data centers* | *3* | *Boston, MA, USA* |
| AWS | 2 | US-EAST and US-WEST |
| Corporate Office | 1 | Plano Texas |
| | | |
| | | |
| | | |
| | | |


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## Part 2. Executive Summary *(continued)*

### Part 2e. PCI SSC Validated Products and Solutions (ROC Section 3.3)

Does the entity use any item identified on any PCI SSC Lists of Validated Products and Solutions♦?

☐ Yes ☒ No

Provide the following information regarding each item the entity uses from PCI SSC's Lists of Validated Products and Solutions:

| Name of PCI SSC-validated Product or Solution | Version of Product or Solution | PCI SSC Standard to which Product or Solution Was Validated | PCI SSC Listing Reference Number | Expiry Date of Listing |
|---|---|---|---|---|
| | | | | YYYY-MM-DD |
| | | | | YYYY-MM-DD |
| | | | | YYYY-MM-DD |
| | | | | YYYY-MM-DD |
| | | | | YYYY-MM-DD |
| | | | | YYYY-MM-DD |

♦ For purposes of this document, "Lists of Validated Products and Solutions" means the lists of validated products, solutions, and/or components appearing on the PCI SSC website (www.pcisecuritystandards.org)—for example, 3DS Software Development Kits, Approved PTS Devices, Validated Payment Software, Payment Applications (PA-DSS), Point to Point Encryption (P2PE) solutions, Software-Based PIN Entry on COTS (SPoC) solutions, and Contactless Payments on COTS (CPoC) solutions.


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| **Part 2f. Third-Party Service Providers**<br>*(***ROC Section 4.4***)* | |
|---|---|
| For the services being validated, does the entity have relationships with one or more third-party service providers that: | |
| • Store, process, or transmit account data on the entity's behalf (for example, payment gateways, payment processors, payment service providers (PSPs, and off-site storage)) | ☒ Yes ☐ No |
| • Manage system components included in the entity's Assessment (for example, via network security control services, anti-malware services, security incident and event management (SIEM), contact and call centers, web-hosting companies, and IaaS, PaaS, SaaS, and FaaS cloud providers) | ☒ Yes ☐ No |
| • Could impact the security of the entity's CDE (for example, vendors providing support via remote access, and/or bespoke software developers). | ☒ Yes ☐ No |

**If Yes:**

| **Name of Service Provider:** | **Description of Services Provided:** |
|---|---|
| AWS | IaaS |
| Paymentech LLC | Payment Gateway |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

***Note:*** *Requirement 12.8 applies to all entities in this list.*


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## Part 2. Executive Summary *(continued)*

### Part 2g. Summary of Assessment (ROC Section 1.8.1)

Indicate below all responses provided within each principal PCI DSS requirement.

For all requirements identified as either "Not Applicable" or "Not Tested," complete the "Justification for Approach" table below.

***Note:*** *One table to be completed for each service covered by this AOC. Additional copies of this section are available on the PCI SSC website.*

*Name of Service Assessed:* Tyler Online Gateway Access (TOGA), Tyler Capital(TC), and Tyler Payments(TP)

| PCI DSS Requirement | Requirement Finding<br>More than one response may be selected for a given requirement. Indicate all responses that apply. | | | | Select If Below Method(s) Was Used | |
|---|---|---|---|---|---|---|
| | In Place | Not Applicable | Not Tested | Not in Place | Customized Approach | Compensating Controls |
| Requirement 1: | ☒ | ☐ | ☐ | ☐ | ☐ | ☐ |
| Requirement 2: | ☒ | ☒ | ☐ | ☐ | ☐ | ☐ |
| Requirement 3: | ☒ | ☒ | ☐ | ☐ | ☐ | ☐ |
| Requirement 4: | ☒ | ☒ | ☐ | ☐ | ☐ | ☐ |
| Requirement 5: | ☒ | ☒ | ☐ | ☐ | ☐ | ☐ |
| Requirement 6: | ☒ | ☒ | ☐ | ☐ | ☐ | ☐ |
| Requirement 7: | ☒ | ☒ | ☐ | ☐ | ☐ | ☐ |
| Requirement 8: | ☒ | ☒ | ☐ | ☐ | ☐ | ☐ |
| Requirement 9: | ☒ | ☒ | ☐ | ☐ | ☐ | ☐ |
| Requirement 10: | ☒ | ☒ | ☐ | ☐ | ☐ | ☐ |
| Requirement 11: | ☒ | ☒ | ☐ | ☐ | ☐ | ☐ |
| Requirement 12: | ☒ | ☒ | ☐ | ☐ | ☐ | ☐ |
| Appendix A1: | ☐ | ☒ | ☐ | ☐ | ☐ | ☐ |
| Appendix A2: | ☐ | ☒ | ☐ | ☐ | ☐ | ☐ |
| **Justification for Approach** | | | | | | |


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| | |
|---|---|
| For any Not Applicable responses, identify which sub-requirements were not applicable and the reason. | 2.3.1 - No wireless in scope<br>3.2.1 - N/A 2024<br>3.3.2 - N/A 2024<br>3.3.3 - N/A 2024<br>3.4.2 - N/A PAN never Decrypted<br>3.5.1.1 -N/A 2024<br>3.5.1.2 - N/A 2024<br>3.6.1.1 N/A 2024<br>3.7.9 - N/A Keys never provided to customers<br>4.2.1.1 -N/A2024<br>5.2.1- N/A2024<br>5.2.3.1 - N/A2024<br>5.3.2.1 - N/A2024<br>5.3.3 - N/A 2024<br>6.3.2 - N/A 2024<br>6.4.1 - N/A 2024<br>6.4.2 -N/A 2024<br>6.4.3 -N/A 2024<br>6.5.2 - N/A New infrastructure<br>7.2.4 N/A 2024<br>7.2.5 - N/A 2024<br>7.2.5.1 -N/A 2024<br>8.3.10 - No Access is granted to customers to the CDE is given<br>8.5.1 N/A 2024<br>8.6.1- N/A 2024<br>8.6.2 - N/A 2024<br>8.6.3 - N/A 2024<br>9.2.1.1. - No Physical Locations<br>9.3.4 - No Physical Locations<br>9.5.1.1 - No Physical Locations<br>9.5.1.2 - No Physical Locations<br>9.5.1.2.1 - No Physical Locations<br>9.5.1.3 - No Physical Locations<br>10.4.2.1 - N/A 2024<br>10.7.2 - N/A 2024<br>10.7.3 - N/A 2024<br>10.7.3 - N/A 2024<br>11.2.1 - No Wireless in Scope<br>11.2.2 - No Wireless in Scope<br>11.3.1.1 - N/A 2024<br>11.3.1.2 - N/A 2024<br>11.4.7 - N/A 2024<br>11.5.1.1 - N/A 2024<br>11.6.1 - N/A 2024<br>12.3.1 - N/A 2024<br>12.3.2 - N/A 2024 |


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| | |
|---|---|
| | 12.3.3 - N/A 2024<br>12.3.4 - N/A 2024<br>12.5.2.1 - N/A 2024<br>12.5.3 - N/A 2024<br>12.6.2 - N/A 2024<br>12.6.3.1 - N/A 2024<br>12.6.3.2 - N/A 2024<br>12.10.4.1 - N/A 2024<br>12.10.5 - N/A 2024<br>12.10.7 - N/A 2024 |
| For any Not Tested responses, identify which sub-requirements were not tested and the reason. | |


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# Section 2 Report on Compliance

(**ROC Sections 1.2 and 1.3.2**)

| | | | |
|---|---|---|---|
| Date Assessment began:<br>***Note:*** *This is the first date that evidence was gathered, or observations were made.* | | | 2024-10-2 |
| Date Assessment ended:<br>***Note:*** *This is the last date that evidence was gathered, or observations were made.* | | | 2024-12-19 |
| Were any requirements in the ROC unable to be met due to a legal constraint? | | | ☐ Yes ☒ No |
| Were any testing activities performed remotely?<br>If yes, for each testing activity below, indicate whether remote assessment activities were performed: | | | ☒ Yes ☐ No |
| • Examine documentation | ☒ Yes | ☐ No | |
| • Interview personnel | ☒ Yes | ☐ No | |
| • Examine/observe live data | ☒ Yes | ☐ No | |
| • Observe process being performed | ☒ Yes | ☐ No | |
| • Observe physical environment | ☒ Yes | ☐ No | |
| • Interactive testing | ☒ Yes | ☐ No | |
| • Other: | ☐ Yes | ☐ No | |


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# Section 3 Validation and Attestation Details

## Part 3. PCI DSS Validation (ROC Section 1.7)

**This AOC is based on results noted in the ROC dated** *(Date of Report as noted in the ROC 2024-12-20)*.

Indicate below whether a full or partial PCI DSS assessment was completed:

☒ **Full Assessment –** All requirements have been assessed and therefore no requirements were marked as Not Tested in the ROC.

☐ **Partial Assessment –** One or more requirements have not been assessed and were therefore marked as Not Tested in the ROC. Any requirement not assessed is noted as Not Tested in Part 2g above.

Based on the results documented in the ROC noted above, each signatory identified in any of Parts 3b-3d, as applicable, assert(s) the following compliance status for the entity identified in Part 2 of this document *(select one):*

| | |
|---|---|
| ☒ | **Compliant:** All sections of the PCI DSS ROC are complete, and all assessed requirements are marked as being either In Place or Not Applicable, resulting in an overall **COMPLIANT** rating; thereby Tyler Technologies has demonstrated compliance with all PCI DSS requirements except those noted as Not Tested above. |
| ☐ | **Non-Compliant:** Not all sections of the PCI DSS ROC are complete, or one or more requirements are marked as Not in Place, resulting in an overall **NON-COMPLIANT** rating; thereby *(Service Provider Company Name)* has not demonstrated compliance with PCI DSS requirements.<br><br>**Target Date** for Compliance: *YYYY-MM-DD*<br><br>An entity submitting this form with a Non-Compliant status may be required to complete the Action Plan in Part 4 of this document. Confirm with the entity to which this AOC will be submitted before completing Part 4. |
| ☐ | **Compliant but with Legal exception:** One or more assessed requirements in the ROC are marked as Not in Place due to a legal restriction that prevents the requirement from being met and all other assessed requirements are marked as being either In Place or Not Applicable, resulting in an overall **COMPLIANT BUT WITH LEGAL EXCEPTION** rating; thereby *(Service Provider Company Name)* has demonstrated compliance with all PCI DSS requirements except those noted as Not Tested above or as Not in Place due to a legal restriction.<br><br>This option requires additional review from the entity to which this AOC will be submitted.<br><br>*If selected, complete the following:* |

| Affected Requirement | Details of how legal constraint prevents requirement from being met |
|---|---|
| | |
| | |
| | |


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## Part 3. PCI DSS Validation *(continued)*

### Part 3a. Service Provider Acknowledgement

**Signatory(s) confirms:**
(Select all that apply)

| | |
|---|---|
| ☒ | The ROC was completed according to *PCI DSS*, Version 4.0 and was completed according to the instructions therein. |
| ☒ | All information within the above-referenced ROC and in this attestation fairly represents the results of the Assessment in all material respects. |
| ☒ | PCI DSS controls will be maintained at all times, as applicable to the entity's environment. |

### Part 3b. Service Provider Attestation

DocuSigned by:
Jeremy Ward
565FA51EA72D4D9...

| | |
|---|---|
| *Signature of Service Provider Executive Officer ↑* | Date: 2024-12-20 |
| Service Provider Executive Officer Name: Jeremy Ward | Title: Chief Information Security Officer |

### Part 3c. Qualified Security Assessor (QSA) Acknowledgement

| | |
|---|---|
| If a QSA was involved or assisted with this Assessment, indicate the role performed: | ☒ QSA performed testing procedures. |
| | ☐ QSA provided other assistance.<br>If selected, describe all role(s) performed: |

Signed by:
Karl Kakadelis
3018AE50A4B4424...

| | |
|---|---|
| *Signature of Lead QSA ↑* | Date: 2024-12-20 |
| Lead QSA Name: Karl Kakadelis | |

DocuSigned by:
Gil Eng
7C536C10D4464BD...

| | |
|---|---|
| *Signature of Duly Authorized Officer of QSA Company ↑* | Date: 2024-12-20 |
| Duly Authorized Officer Name: Gil Eng | QSA Company: IBM |

### Part 3d. PCI SSC Internal Security Assessor (ISA) Involvement

| | |
|---|---|
| If an ISA(s) was involved or assisted with this Assessment, indicate the role performed: | ☐ ISA(s) performed testing procedures. |
| | ☐ ISA(s) provided other assistance.<br>If selected, describe all role(s) performed: |


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## Part 4. Action Plan for Non-Compliant Requirements

*Only complete Part 4 upon request of the entity to which this AOC will be submitted, and only if the Assessment has Non-Compliant results noted in Section 3.*

If asked to complete this section, select the appropriate response for "Compliant to PCI DSS Requirements" for each requirement below. For any "No" responses, include the date the entity expects to be compliant with the requirement and provide a brief description of the actions being taken to meet the requirement.

| PCI DSS Requirement | Description of Requirement | Compliant to PCI DSS Requirements (Select One) | | Remediation Date and Actions (If "NO" selected for any Requirement) |
|---|---|---|---|---|
| | | YES | NO | |
| 1 | Install and maintain network security controls | ☒ | ☐ | |
| 2 | Apply secure configurations to all system components | ☒ | ☐ | |
| 3 | Protect stored account data | ☒ | ☐ | |
| 4 | Protect cardholder data with strong cryptography during transmission over open, public networks | ☒ | ☐ | |
| 5 | Protect all systems and networks from malicious software | ☒ | ☐ | |
| 6 | Develop and maintain secure systems and software | ☒ | ☐ | |
| 7 | Restrict access to system components and cardholder data by business need to know | ☒ | ☐ | |
| 8 | Identify users and authenticate access to system components | ☒ | ☐ | |
| 9 | Restrict physical access to cardholder data | ☒ | ☐ | |
| 10 | Log and monitor all access to system components and cardholder data | ☒ | ☐ | |
| 11 | Test security systems and networks regularly | ☒ | ☐ | |
| 12 | Support information security with organizational policies and programs | ☒ | ☐ | |
| Appendix A1 | Additional PCI DSS Requirements for Multi-Tenant Service Providers | ☒ | ☐ | |
| Appendix A2 | Additional PCI DSS Requirements for Entities using SSL/early TLS for Card-Present POS POI Terminal Connections | ☒ | ☐ | |


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# Exhibit G
# Data Protection and Information Security

This Data Protection and Information Security Exhibit ("Exhibit") is an attachment to the Agreement and sets forth the data protection and information security requirements of CITY OF NEWARK. This Exhibit includes by reference the terms and conditions of the Agreement. In the event of any inconsistencies between this Exhibit and the Agreement, the parties agree that the terms and conditions of the Exhibit will prevail. Throughout the term of the Agreement and for as long as Vendor controls, possesses, stores, transmits, or processes Confidential Information as part of the Services provided to CITY OF NEWARK, Vendor will comply with the requirements set forth in this Exhibit. A breach by Vendor of a material obligation under this Exhibit may be deemed a material breach under the Agreement subject to the dispute resolution provisions set forth in Section G(2) of the Agreement.

## 1. Definitions

"Authorized Personnel" for the purposes of this Exhibit, means Vendor's employees or subcontractors who: (i) have a need to receive or access Confidential Information or Personal Information to enable Vendor to perform its obligations under the Agreement; and (ii) are bound in writing with Vendor by confidentiality obligations sufficient for the protection of Confidential Information and Personal Information in accordance with the terms and conditions set forth in the Agreement and this Exhibit.

"Common Software Vulnerabilities" (CSV) are application defects and errors that are commonly exploited in software. This may include but is not limited to:

(i) The CWE/SANS Top 25 Programming Errors – see http://cwe.mitre.org/top25/ and http://www.sans.org/top25-software-errors/
(ii) The Open Web Application Security Project's (OWASP) "Top Ten Project" – see http://www.owasp.org

"Confidential Information" is as defined in the Agreement, and includes Personal Information; provided that, Personal Information shall remain Confidential Information even if at the time of disclosure or collection, or later, it is or becomes known to the public on account of an unauthorized disclosure.

"Industry Standards" mean generally recognized industry standards, best practices, and benchmarks including but not limited to:

(i) Payment Card Industry Data Security Standards ("PCI DSS") – see http://www.pcisecuritystandards.org/
(ii) National Institute for Standards and Technology – see http://csrc.nist.gov/
(iii) ISO / IEC 27000-series – see http://www.iso27001security.com/
(iv) COBIT 5 – http://www.isaca.org/cobit/
(v) Cyber Security Framework – see http://www.nist.gov/cyberframework/
(vi) Cloud Security Alliance – see https://cloudsecurityalliance.org/
(vii) Other standards applicable to the services provided by Vendor to CITY OF NEWARK

"Information Protection Laws" mean all state and federal laws, standards, guidelines, policies, regulations and procedures applicable to Services provided by Vendor to CITY OF NEWARK under the Agreement pertaining to data security, confidentiality, privacy, and breach notification.

"Personal Information" also known as Personally Identifiable Information (PII), is information of CITY OF NEWARK customers, employees and subcontractors which is protected by applicable Information Protection Laws, gathered or used by Vendor that can be used on its own or combined with other information gathered or used by Vendor to identify, contact, or locate a person, or to identify an individual or his or her device in context. Examples of Personal Information include name, social security number or national identifier, biometric records, driver's license number, device identifier, IP address, MAC address, either alone or when combined with other personal or identifying information which is linked or linkable to a

specific individual or device, such as date and place of birth, mother's maiden name, etc. Personal Information might also be defined under applicable state or federal law in the event of a Security Incident.

"Security Incident" is any actual, confirmed occurrence of:

(i) Unauthorized access, use, alteration, disclosure, loss, theft of, or destruction of Confidential Information or the systems / storage media containing Confidential Information

(ii) Unauthorized use of, or unauthorized access to, Vendor's systems which process, store, or maintain Confidential Information

(iii) Inability to access Confidential Information or Vendor systems as a result of a Denial of Service (DOS) or Distributed Denial of Service (DDOS) attack

(iv) Loss of Confidential Information due to a breach of security of Vendor's systems

"Security Vulnerability" is an application or operating system flaw (including but not limited to associated process, computer, device, network, or software weakness) that can be exploited resulting in a Security Incident.

## 2. Roles of the Parties and Compliance with Information Protection Laws

As between CITY OF NEWARK and Vendor, CITY OF NEWARK shall be the principal and Vendor shall be its agent with respect to the collection, use, processing and disclosure of all Confidential Information. The Parties shall comply with their respective obligations as the principal (e.g., data owner/controller/covered entity) and agent (e.g., data processor/business associate/trading partner) under all applicable Information Protection Laws. The Parties acknowledge that, with respect to all Confidential Information processed by Vendor for the purpose of providing the Services under this Agreement:

a) CITY OF NEWARK shall determine the scope, purpose, and manner in which such Confidential Information may be accessed or processed by Vendor, and Vendor shall limit its access to or use of Confidential Information to that which is necessary to provide the Services, comply with applicable laws, or as otherwise directed by CITY OF NEWARK;
b) Each party shall be responsible for compliance with applicable Information Protection Laws in accordance with their respective roles; and
c) Vendor and CITY OF NEWARK shall implement the technical and organizational measures specified in this Exhibit and any additional procedures agreed upon pursuant to a Statement of Work ("SOW") to protect Confidential Information against unauthorized use, destruction or loss, alteration, disclosure or access.

## 3. General Security Requirements

Vendor will have an information security program that has been developed, implemented and maintained in accordance with one or more Industry Standards. At a minimum, Vendor's information security program will include, but not be limited to, the following elements:

3.1 Information Security Program Management. Vendor will have or assign a qualified member of its workforce or commission a reputable third-party service provider to be responsible for the development, implementation and maintenance of Vendor's enterprise information security program.

3.2 Policies and Standards. To protect CITY OF NEWARK Confidential Information, Vendor will implement and maintain reasonable security that complies with applicable Information Protection Laws and meets data security industry standards.

a) Security Policies and Standards. Vendor will maintain formal written information security policies and standards that:
(i) Define the administrative, physical, and technological controls to protect the confidentiality, integrity, and availability of Confidential Information, and Vendor systems (including mobile devices) used in providing Services to CITY OF NEWARK

(ii) Encompasses secure access, retention, and transmission of Confidential Information
(iii) Provide for disciplinary or other appropriate action in the event of violation of policy by employees or Vendor subcontractors and vendors who have access to the Confidential Information
(iv) Prohibit unauthorized access by Vendor's employees and subcontractors to CITY OF NEWARK data, CITY OF NEWARK systems, and Vendor systems, including access by Vendor's terminated employees and subcontractors
(v) Employ the requirements for assessment, monitoring and auditing procedures to ensure Vendor is compliant with the policies
(vi) Conduct an annual assessment of the policies, and upon CITY OF NEWARK written request, provide attestation of compliance. Provision by Vendor of its third-party SOC 1 and SOC 2 reports as described in Section B(6.1) of the Agreement shall be deemed sufficient to meet this obligation.

b) Upon receipt of written request from CITY OF NEWARK, but no more frequently than annually, Vendor will identify to CITY OF NEWARK all third-party vendors (including those providing subcontractors to Vendor) involved in the provision of the Services to CITY OF NEWARK, and will specify those third-party vendors that will have access to Confidential Information.

3.3 Security and Privacy Training. Vendor, at its expense, will provide industry standard data security and data privacy training to new and existing employees and subcontractors. t. Ongoing training is to be provided at least annually

3.4 Access Control. Vendor will ensure that CITY OF NEWARK Confidential Information will be accessible only by Authorized Personnel after appropriate user authentication and access controls (including but not limited to two-factor authentication) that satisfy the requirements of this Exhibit. Each Authorized Personnel shall have unique access credentials and shall receive training which includes a prohibition on sharing access credentials with any other person. Vendor should maintain access logs relevant to CITY OF NEWARK Confidential Information for a minimum of six (6) months or other mutually agreed upon duration.

3.5 Data Backup. The parties shall agree in an SOW or other document upon the categories of CITY OF NEWARK Confidential Information that are required to be backed up by Vendor. Unless otherwise agreed to in writing by CITY OF NEWARK, backups of CITY OF NEWARK Confidential Information shall reside solely in the United States.

a)
b)

3.6 Business Continuity Planning (BCP) and Disaster Recovery (DR). Vendor will maintain an appropriate business continuity and disaster recovery plan to enable Vendor to adequately respond to, and recover from business interruptions involving CITY OF NEWARK Confidential Information or services provided by Vendor to CITY OF NEWARK.

a) At a minimum, Vendor will test the BCP & DR plan annually, in accordance with Industry Standards, to ensure that the business interruption and disaster objectives set forth in this Exhibit have been met and will promptly remedy any failures.
b) In the event of a business interruption that activates the BCP & DR plan and materially affects the Services or CITY OF NEWARK'S access to or use of Confidential Information of CITY OF NEWARK, Vendor will notify CITY OF NEWARK's designated Security Contact as soon as possible.
c)

3.7 Network Security. Vendor agrees to implement and maintain network security controls with respect to Vendor's network that conform to Industry Standards including but not limited to the following:

a) Firewalls. Vendor will utilize firewalls to manage and restrict inbound, outbound and internal network traffic to only the necessary hosts and network resources.
b) Network Architecture. Vendor will appropriately segment its network to only allow authorized hosts and users to traverse areas of the network and access resources that are required for their job responsibilities.
c) Demilitarized Zone (DMZ). Vendor will ensure that publicly accessible servers are placed on a separate, isolated network segment typically referred to as the DMZ.
d) Wireless Security. Vendor will ensure that its wireless network(s) only utilize strong encryption, such as WPA2.
e) Intrusion Detection/Intrusion Prevention (IDS/IPS) System – Vendor will have an IDS and/or IPS in place designed to detect inappropriate, incorrect, or anomalous activity and determine whether Vendor's computer network and/or server(s) have experienced an unauthorized intrusion.

3.8 Application and Software Security. Vendor, should it provide software applications or Software as a Service (SaaS) to CITY OF NEWARK, agrees that its information security policies and standards are designed to protect its product(s) from Common Software Vulnerabilities and, at a minimum, incorporate the following:

a) Malicious Code Protection. Vendor's software development processes and environment are designed to protect against malicious code being introduced into its software applications(s), future releases and/or updates.
b) Application Level Security. Vendor will conduct static application vulnerability scans on the application(s) software provided to CITY OF NEWARK for each major code release or at the time of contract renewal. Testing is conducted in alignment with current industry standard practices covered by NIST, The OWASP Testing Guide and PTES.
c) Vulnerability Management. During the term and in accordance with the Agreement, Vendor agrees to provide, maintain and support its software and subsequent updates, upgrades, and bug fixes such that the software is, and remains secure from Common Software Vulnerabilities.
d) Logging. Vendor software that controls Vendor access to Confidential Information must log and track all Vendor access to the Confidential Information.
e) Updates and Patches. Vendor agrees to promptly apply updates and patches to remediate Security Vulnerabilities that are exploitable. Upon CITY OF NEWARK's request, Vendor shall provide information on remediation efforts of known Security Vulnerabilities.

3.9 Data Security. Vendor agrees to preserve the confidentiality, integrity and accessibility of CITY OF NEWARK Confidential Information with administrative, technical and physical measures that conform to Industry Standards. Unless otherwise agreed to in writing by CITY OF NEWARK, Vendor agrees that any and all CITY OF NEWARK Confidential Information will be stored, and maintained solely on designated systems located in the continental United States. Additionally:

a) Encryption. Vendor agrees that all CITY OF NEWARK sensitive Personal Information will be encrypted with industry standard encryption protocols. Encryption will be utilized in the following instances:
    - CITY OF NEWARK Confidential Information and Personal Information will be stored on any portable computing device or any portable storage medium.
    - CITY OF NEWARK Confidential Information and Personal Information will be transmitted or exchanged over a public network.

b) Data Segregation. Vendor will segregate CITY OF NEWARK Confidential Information and Personal Information from Vendor's data and from the data of Vendor's other customers or third parties.

3.10 Data Re-Use. Vendor agrees that any and all Confidential Information exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Confidential Information shall not be distributed, repurposed or shared across other applications, environments, or business units of Vendor. Except as otherwise necessary or required to provide the Services under the Agreement, Vendor further agrees that no Confidential Information of any kind shall be transmitted, exchanged or

otherwise passed to other parties except on a case-by-case basis as specifically agreed to in writing by CITY OF NEWARK.

3.11 Data Destruction and Data Retention. Upon expiration or termination of this Agreement or upon CITY OF NEWARK's written request, Vendor and its Authorized Personnel will promptly return to CITY OF NEWARK all CITY OF NEWARK Confidential Information and/or within 90 days of expiration or termination, securely destroy CITY OF NEWARK Confidential Information. At a minimum, destruction of data activity is to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization - see http://csrc.nist.gov/ or equivalent data destruction protocols. If destroyed, a duly authorized staff member of Vendor must certify to CITY OF NEWARK in writing within ten (10) business days after receiving a written request from CITY OF NEWARK all destruction of CITY OF NEWARK Confidential Information. If Vendor is required to retain any CITY OF NEWARK Confidential Information or metadata to comply with a legal requirement, Vendor shall provide notice to both the general notice contact in the Agreement as well as CITY OF NEWARK's designated Security Contact.

3.12 Upon request Vendor will provide any relevant third party assessment reports such as SOC 2, or PCI DSS Report on Compliance.

3.13

**4. Security Incident / Data Breach**

4.1 Security Contact. The individuals identified below shall serve as each party's designated Security Contact for security issues under this Agreement.

**CITY OF NEWARK Security Contact:**
Edwin J. Miranda, CIO, edwin.miranda@newarkca.gov, 510-513-3829 cell

**Vendor Security Contact:**

Name: Use New World ERP Client Support
New World ERP Support | Tyler Technologies
Address: _____

_____

Phone: 877.734.3315_____

4.2 Requirements. Vendor will take commercially reasonable actions to protect CITY OF NEWARK Confidential Information maintained by Vendor against reasonably anticipated Security Incidents, including but not limited to:

(i) Vendor's systems related to the provision of Services are continually monitored to detect evidence of a Security Incident

(ii) Vendor has a Security Incident response process to manage and to take corrective action for any suspected or realized Security Incident

(iii) Upon request Vendor will provide CITY OF NEWARK with a summary of its Security Incident policies and procedures. A copy of the table of contents of the Security Incident Response Plan shall be deemed a sufficient summary for purposes of this requirement. If a Security Incident affecting CITY OF NEWARK Confidential Information occurs, Vendor, at its expense and in accordance with applicable Information Protection Laws, will immediately take action to prevent the continuation of the Security Incident.

4.3 Notification. Within seventy-two (72) hours of Vendor's confirmation of a Security Incident affecting CITY OF NEWARK'S Confidential Information, or other mutually agreed upon time period, Vendor will notify CITY OF NEWARK of the incident, either by calling by phone the CITY OF NEWARK Security Contact(s) listed above or by such other communication channel reasonably anticipated to notify CITY OF NEWARK.

4.4 Investigation and Remediation. Upon Vendor's detection of a Security Incident, Vendor will promptly contain the Security Incident, preserve evidence for investigation purposes and implement remediation measures. Vendor shall be responsible for leading the investigation of the Security Incident, and CITY OF NEWARK shall cooperate with Vendor to the extent reasonably requested by Vendor. Vendor may engage qualified third-party forensic investigators or security experts to assist with its response to Security Incidents, subject to appropriate confidentiality obligations.

Vendor and CITY OF NEWARK will reasonably cooperate, in any investigation of a Security Incident, implementation of remediation measures, and communication with affected individuals, regulatory authorities and the media. If a Security Incident is caused by Vendor's gross negligence or willful misconduct, Vendor will reimburse CITY OF NEWARK for actual, direct, reasonable costs required by applicable law to be incurred by CITY OF NEWARK in responding to, and mitigating damages caused by any Security Incident, including all costs of notice and remediation which CITY OF NEWARK is required by law to undertake. Vendor will, at Vendor's own expense, provide CITY OF NEWARK with all information necessary for CITY OF NEWARK to comply with its data breach recordkeeping, reporting and notification requirements pursuant to Information Protection Laws. Vendor will use reasonable efforts to prevent a recurrence of any such Security Incident. Additionally, if a Security Incident is caused by Vendor's gross negligence or willful misconduct, Vendor will provide (or reimburse CITY OF NEWARK) for one (1) year of complimentary access for one (1) credit monitoring service, credit protection service, credit fraud alert and/or similar services as are required by applicable Information Protection Laws to protect affected individuals in light of risks posed by a Security Incident. Vendor's liability under this paragraph for Security Incidents is subject to the limitation of liability provisions set forth in the Agreement.

4.5 Reporting. Vendor will provide CITY OF NEWARK with a final written incident report promptly after resolution of a Security Incident or upon determination that the Security Incident cannot be sufficiently resolved.

**5. Confidential Information or Personal Information**

5.1 Authorized Personnel. Vendor will require all Authorized Personnel to meet Vendor's obligations under the Agreement with respect to Confidential Information or Personal Information. Vendor will remain fully responsible for any act, error, or omission of its Authorized Personnel.

5.2 Handling of Confidential Information or Personal Information. Vendor will:

(i) Keep and maintain all Confidential Information and Personal Information in strict confidence in accordance with the terms of the Agreement

(ii) Use and disclose Confidential Information and/or Personal Information solely and exclusively for the purpose for which the Confidential Information or Personal Information is provided pursuant to the terms and conditions of the Agreement. Vendor will not disclose Confidential Information or Personal Information to any person other than to Authorized Personnel or as required to provide the Services under the Agreement without CITY OF NEWARK's prior written consent, unless and to the extent required by applicable law, in which case, Vendor will use best efforts to notify CITY OF NEWARK before any such disclosure or as soon thereafter as reasonably possible. In addition, Vendor will not produce any Confidential Information or Personal Information in response to a non-legally binding request for disclosure of such Personal Information.

5.3 Data and Privacy Protection Laws. Vendor and CITY OF NEWARK each agrees that its respective collection, access, use, storage, disposal, and disclosure of Personal Information complies with all applicable Information Protection Laws, as well as all other applicable regulations and directives.

**6. Third Party Security**

6.1 Vendor will conduct thorough due diligence on any third parties which materially impact Vendor's ability to provide the products and/or Services to CITY OF NEWARK as described in the Agreement.

6.2 Vendor will not outsource to unaffiliated third-parties any work directly related to the products or the Services provided to CITY OF NEWARK in countries outside the United States of America, which have not been disclosed in the Agreement or without prior written notice to CITY OF NEWARK Legal and Information Security. Notwithstanding the foregoing, work related to products or Services provided to CITY OF NEWARK may be performed by Vendor's wholly owned subsidiaries in countries outside of the United States of America without further notice to CITY OF NEWARK.

a)

**7. Changes**

In the event of any change in CITY OF NEWARK's data protection or privacy obligations due to legislative or regulatory actions, , Vendor will work in good faith with CITY OF NEWARK to promptly amend this Exhibit accordingly.

C19045
R10982

# LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

## SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means City of Newark, California.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, subject to any Future Functionality.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Future Functionality"** means the functionality of the Tyler Software that may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the documented invoicing and payment policy attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to Client attached as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how Tyler's professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **"Support Services Process"** means the support channels and methods applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Services Process is attached as Schedule 1 to Exhibit C.

- **"Third Party Hardware"** means the Third Party Hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Services"** means the Third Party Services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the Third Party Software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software and attached as Exhibit E, if applicable.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means Tyler's proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

**SECTION B – SOFTWARE LICENSE**

1. License Grant and Restrictions.

1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup, testing, training and development purposes, so long as such copies are not used in production and the testing, training and development is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties. Notwithstanding the foregoing, the Client's consultants, contractors, and business partners may access the Tyler Software under the Client's direction to the extent required for them to provide services to the Client. Any such use by, or disclosure to, said third parties is strictly subject to the terms and conditions of this Agreement. Client shall be liable for any failure of a third party gaining access to the Tyler Software or Documentation to abide by the terms and conditions of this Agreement.

1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

1.6 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at

https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements. Should the compliance standards change, we will make every effort to come into compliance within a commercially reasonable period of time.

1.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy, attached hereto as Exhibit B.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

**SECTION C – PROFESSIONAL SERVICES**

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan and the mutually agreed upon Statement of Work, attached hereto as Exhibit D.

2. Professional Services Fees. You agree to pay us the undisputed professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy, attached hereto as Exhibit B. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or integration and/or interface estimates) required for the project based on our understanding of the specifications you supplied and as outlined in the Statement of Work. If additional work is required, or if you request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote. The addendum or change order must be mutually agreed to and signed by an authorized signatory of each party before additional services commence.

4. Client Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging

travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Tyler Cancellation. If Tyler cancels services within two (2) weeks of their commitment to be onsite with Client (other than for Force Majeure or breach by Client), Tyler will be liable for all of Tyler's costs associated with such cancellation, including non-refundable expenses. Such cancellations will be monitored closely by Client Project Manager(s) who will reserve the right to request renumeration of Tyler for continued disruption of Client's daily work activity and Project planning.

6. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

7. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

**SECTION D – MAINTENANCE AND SUPPORT**

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our Maintenance and Support Agreement, attached hereto as Exhibit C.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

(i) receive the lowest priority under our Support Services Process;
(ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;

(iii) be charged our then-current rates for support services to account for your lack of ongoing training on the Tyler Software;
(iv) be charged for a minimum of two (2) hours of support services for every support call; and
(v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

**SECTION E – THIRD PARTY PRODUCTS**

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

   2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

   2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

   2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report Defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the Defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving Defects and other issues related to the Third Party

Software directly with the Developer.

**SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, attached hereto as Exhibit B, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within thirty (30) days of notice of our intent to do so.

**SECTION G – TERMINATION**

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

3. Force Majeure. Neither party will be liable, you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

**SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we will diligently seek an appropriate remedy that may include, at our expense, the following non-exhaustive list of options: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents,

officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage caused by your sole negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED TWO TIMES (2X) THE TOTAL POSSIBLE MAXIMUM ONE-TIME FEES OF $518,260 SET FORTH IN THE INVESTMENT SUMMARY. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

**SECTION I – GENERAL TERMS AND CONDITIONS**

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for thirty-six (36) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those thirty-six (36) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for thirty-six (36) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware

of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties may participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive

an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. We shall obtain any applicable, legally-required business licenses from the City of Newark.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following Exhibits:

| | |
|---|---|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Maintenance and Support Agreement |
| | Schedule 1: Support Services Process |
| Exhibit D | Statement of Work |

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: _____

Name: Robert Kennedy-Jensen

Title: Director of Contracts

Date: July 31, 2019

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

City of Newark

By: _____

Name: David J. Benoun

Title: City Manager

Date: August 6, 2019

Address for Notices:
City of Newark
37101 Newark Boulevard
Newark, CA 94560
Attention: Finance

## Exhibit A
## Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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new world™
a tyler erp solution

**Quoted By:** Cody Gunstenson
**Date:** 6/21/2019
**Quote Expiration:** 9/30/2019
**Client Name:** City of Newark
**Quote Number:** V12
**Quote Description:** On Prem New World ERP

**Sales Quotation for:**
**City of Newark**
37101 Newark Blvd
Newark, CA
510-578-4310

## Software and Related Services

| Description | License | Year 1 Maintenance | Implementation # of Hours | Implementation Cost | Data Conversion | Module Total |
|---|---|---|---|---|---|---|
| **Financial Management Suite:** | | | | | | |
| Financial Management Base- Includes G/L, Budget, Annual Budget Prep, Accounts Payable, Revenue/Cash Receipting | $ 45,000 | $ 8,100 | 176 | $ 21,120 | $ 24,000 | $ 98,220 |
| Fixed Assets | $ 7,000 | $ 1,260 | 24 | $ 2,880 | $ 4,000 | $ 15,140 |
| Project Accounting | $ 7,000 | $ 1,260 | 24 | $ 2,880 | | $ 11,140 |
| Misc. Billing & Receivables | $ 7,000 | $ 1,260 | 24 | $ 2,880 | $ 12,000 | $ 23,140 |
| CAFR Statement Builder | $ 13,000 | $ 2,340 | 24 | $ 2,880 | | $ 18,220 |
| Bank Reconciliation | $ 5,000 | $ 900 | 24 | $ 2,880 | | $ 8,780 |
| Third Party Document Imaging Interface | $ 7,000 | $ 1,260 | 16 | $ 1,920 | | $ 10,180 |
| Purchase Orders | $ 13,000 | $ 2,340 | 24 | $ 2,880 | | $ 18,220 |
| DSS Base Datamart | $ 13,000 | $ 2,340 | 8 | $ 960 | | $ 16,300 |
| FM Analytics | $ 8,000 | $ 1,440 | 16 | $ 1,920 | | $ 11,360 |
| FM Dashboards | $ 9,000 | $ 1,620 | 16 | $ 1,920 | | $ 12,540 |
| **Financial Management Suite Subtotal:** | **$ 134,000** | **$ 24,120** | **376** | **$ 45,120** | **$ 40,000** | **$ 243,240** |

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**Quoted By:** Cody Gunstenson
**Date:** 6/21/2019
**Quote Expiration:** 9/30/2019
**Client Name:** City of Newark
**Quote Number:** V12
**Quote Description:** On Prem New World ERP

**Sales Quotation for:**
**City of Newark**
37101 Newark Blvd
Newark, CA
510-578-4310

**Payroll & Human Resources Suite:**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Human Resources Management Base- Payroll Processing, Personnel Management, Position Control | $ 36,000 | $ 6,480 | 240 | $ 28,800 | $ 16,000 | $ 87,280 |
| Employee Event Tracking | $ 8,000 | $ 1,440 | 16 | $ 1,920 | | $ 11,360 |
| Personnel Actions | $ 8,000 | $ 1,440 | 24 | $ 2,880 | | $ 12,320 |
| Benefits Administration | $ 7,000 | $ 1,260 | 16 | $ 1,920 | $ 2,000 | $ 12,180 |
| Leave Management | $ 9,000 | $ 1,620 | 16 | $ 1,920 | | $ 12,540 |
| Position Budgeting | $ 8,000 | $ 1,440 | 16 | $ 1,920 | | $ 11,360 |
| Time and Attendance Interface | $ 8,000 | $ 1,440 | 16 | $ 1,920 | | $ 11,360 |
| HR Analytics | $ 8,000 | $ 1,440 | 8 | $ 960 | | $ 10,400 |
| HR Dashboards | $ 9,000 | $ 1,620 | 8 | $ 960 | | $ 11,580 |
| **Payroll & Human Resources Suite Subtotal:** | **$ 101,000** | **$ 18,180** | **360** | **$ 43,200** | **$ 18,000** | **$ 180,380** |

**eSuite Applications:**

| | | | | | | |
|---|---|---|---|---|---|---|
| eSuite Base | $ 13,000 | $ 2,340 | 16 | $ 1,920 | | $ 17,260 |
| eEmployee | $ 20,000 | $ 3,600 | 8 | $ 960 | | $ 24,560 |
| eTimesheets | $ 10,000 | $ 1,800 | 8 | $ 960 | | $ 12,760 |
| eBenefits Admin | $ 10,000 | $ 1,800 | 8 | $ 960 | | $ 12,760 |
| **eSuite Application Subtotal:** | **$ 53,000** | **$ 9,540** | **40** | **$ 4,800** | | **$ 67,340** |

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510-578-4310

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Overall Subtotal:** | **$** | **288,000** | **$** | **51,840** | **776** | **$** | **93,120** | **$** | **58,000** | **$** | **490,960** |
| *Discount Amount:* | *$* | *59,200* | *$* | *-* | | | | | | *$* | *59,200* |
| **TOTAL INITIAL COST:** | **$** | **228,800** | **$** | **51,840** | **776** | **$** | **93,120** | **$** | **58,000** | **$** | **431,760** |

| Service | Qty | Description | Fee |
|---|---|---|---|
| Project Planning Services | 12 | Project Manager to assist Customer's management in implementing the solution. This responsibility will include initial development of overall Implementation Plan with Customer's management and the Customer Liaison. A project review (kickoff) meeting at Customer's location. | $ 45,000 |
| System Assurance | 1 | Windows Server 2012/Operating System Assurance and Software Installation: - Install and configure application servers - Consult on connectivity to new or existing Windows environment - Verify operating system and SQL configuration - Verify workstation configuration | $ 7,000 |
| Escrow Services | 1 | Escrow(Annual Fee) | $ 1,500 |
| Interface | 1 | Payment Processing Interface | $ 4,800 |
| Interface | 1 | Third Party Document Imaging Interface (FM, HR) | $ 4,800 |
| Interface | 1 | Time and Attendance Interface | $ 4,200 |
| Interface | 1 | Procurement Card Interface | $ 4,200 |
| Professional Services | 80 | Additional Training Hours | $ 9,600 |
| Professional Services | 45 | Custom Report and Forms Creation Hours | $ 5,400 |
| | | **TOTAL:** | **$ 86,500** |

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510-578-4310

| New World ERP Summary | | | One Time Fees | Recurring |
|---|---|---|---|---|
| Total Software | | | $ 228,800 | $ 53,340 |
| Total Services | | | $ 236,120 | |
| **Summary Total** | | | **$ 464,920** | **$ 53,340** |
| **Contract Total (Excluding Estimated** | | | **$ 518,260** | |
| **Estimated Travel Expenses** | | | | |
| Trips @ $2,000/each - *Includes airfare, car rental, hotel accommodations and per diem* | **25** | **Trips** | **$ 50,000** | |

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Newark, CA
510-578-4310

**Optional Software and Related Services**

| Description | License | Maintenance | Implementation # of Hours | Implementation Cost | Data Conversion | Module Total |
|---|---|---|---|---|---|---|
| **Heading for Suite of Optional Modules:** | | | | | | |
| Business Licensing | $ 11,000 | $ 1,980 | 32 | $ 3,840 | $ 6,000 | $ 22,820 |
| Animal Licensing | $ 11,000 | $ 1,980 | 32 | $ 3,840 | $ 6,000 | $ 22,820 |
| myCommunity Analytics | $ 8,000 | $ 1,440 | 16 | $ 1,920 | | $ 11,360 |
| myCommunity Dashboards | $ 9,000 | $ 1,620 | 8 | $ 960 | | $ 11,580 |
| **Optional Modules Subtotal:** | **$ 39,000** | **$ 7,020** | **88** | **$ 10,560** | **$ 12,000** | **$ 68,580** |

**The software, services, and hardware, as applicable, that are itemized above, are hereby added to your existing Agreement with us. These fees will be invoiced to you in full upon receipt of your signed quote. Associated maintenance and support fees will be invoiced on a pro rata basis beginning on the first day of the month following Amendment Effective Date, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software. The terms and conditions of your Agreement will otherwise control.**

**Authorized Client Signatory:**

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| | |
|---|---|
| **Quoted By:** | Cody Gunstenson |
| **Date:** | 6/21/2019 |
| **Quote Expiration:** | 9/30/2019 |
| **Client Name:** | City of Newark |
| **Quote Number:** | V12 |
| **Quote Description:** | On Prem New World ERP |

**Sales Quotation for:**
**City of Newark**
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510-578-4310

**Client Approval**

David J. Benoun
**Print Name**

8.16.19
**Date**

**Client PO#**

## Footnotes

The costs provided in this proposal are based on all of the proposed products and services being obtained from Tyler Technologies. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust its prices accordingly.

Personal Computers must meet the minimum hardware requirements for the New World ERP product. Microsoft Windows 7 or greater with Internet Explorer (IE) 8 or greater is the required operating system and browser for all client machines.

Servers must meet the minimum hardware requirements for the New World ERP product. Windows Server 2012 or greater is required for the Application Server(s), Web Server(s) and Database Server. Microsoft SQL Server 2012 or greater is required for the Database Server. Customers must also license the appropriate number of Microsoft Client Access Licenses (CALs) for license compliance.
Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.

Travel and expenses are not included under *Total Services* as they are billed at actual cost. A separate line item above "*Estimated Travel Expenses*", shows Tyler's estimate for travel and living expenses for the scope of this project. That estimate is based upon $2,000 per trip, which may include airfare, hotel, per diem, car rental, and gas). All travel and living expenses will be billed on a weekly basis, but only as incurred.

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Tyler supports SQL Server Reporting Services (SSRS) for server-based report generation and ad hoc reporting. SSRS utilizes a web services interface to support the development of custom reporting applications. SSRS is included in the Express, Workgroup, Standard, and Enterprise editions of Microsoft SQL Server. Customers may elect to use other third-party report generation tools including Crystal Reports however Tyler does not provide support for these tools and cannot guarantee compatibility.

Prices assumes that all software proposed is licensed. (Excluding optional software and services)

Licensed Software, and Third Party Software embedded therein, if any, will be delivered in a machine-readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed as defined and outlined in the Agreement.

An unlimited Site License is included for the above-proposed software The Site License is available to only the affiliated Public Administration agencies within the Prospect listed on this Price Quotation.

Annual maintenance will be a recurring software cost that will begin at Year 2 and will include a price increase each subsequent year as defined in the Invoice and Payment Policy attached to the Agreement.

Custom interface will be operational with existing third party software. Any subsequent changes to third party applications may require additional services.

Supports Epson TM-H6000IV Receipt/Validation/Slip Printer

Time & Attendance interface is a two-way interface. Additional support may be required for third-party changes; not included in annual maintenance.

Conversion includes:
1. General Ledger, Budget History(up to 7 years) this can also include project transactions.
2. Vendor Information
3. AP History
4. PO History
5. Fixed Assets(Yes spreadsheets can be used for Fixed Asset conversions)
6. Misc. Billing Customer information and AR Invoice history.
7. Employee Information, Payroll History and Positions
8. Benefit History

Optional software pricing is good for 36 months after contract execution.

# Exhibit B
# Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing**: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

   1.1 *License Fees*: License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 50% on the earlier of (i) the date of the first onsite planning session for the project or (ii) sixty (60) days after the Effective Date; and (c) 25% on the earlier of use of the Tyler Software in live production or 12 months after the Effective Date. In the event a scheduled onsite planning session is delayed due to Tyler's sole failure to perform, the payment due upon such date may be delayed an amount of time equal to the delay so caused

   1.2 *Maintenance and Support Fees*: Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates. The foregoing notwithstanding, increases to your annual maintenance and support fees will be limited as shown below:

| Year | Increase Limit |
|---|---|
| 2 | Zero percent (0%) increase over the amounts listed in the Investment Summary for Year 1 Maintenance Fees before discount |
| 3 | Three percent (3%) over the prior year annual fees |
| 4 | Three percent (3%) over the prior year annual fees |
| 5 | Three percent (3%) over the prior year annual fees |
| 6 | Three percent (3%) over the prior year annual fees |
| 7 | Three percent (3%) over the prior year annual fees |
| 8 | Three percent (3%) over the prior year annual fees |
| 9 | Three percent (3%) over the prior year annual fees |
| 10 | Three percent (3%) over the prior year annual fees |

2. Professional Services.

   2.1 *Implementation and Other Professional Services (including training)*: Implementation and other

professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement. Nothing contained in this section is intended to limit Client's rights under this Agreement, including those related to software warranty and invoice dispute.

2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.6 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

| | |
|---|---|
| Acceptance of Change Management Discovery Analysis | 15% |
| Delivery of Change Management Plan and Strategy Presentation | 10% |
| Acceptance of Executive Playbook | 15% |
| Acceptance of Resistance Management Plan | 15% |
| Acceptance of Procedural Change Communications Plan | 10% |
| Change Management Coach Training | 20% |
| Change Management After-Action Review | 15% |

3. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, a current copy of which is attached as Exhibit B, Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

| | |
|---|---|
| Bank: | Wells Fargo Bank, N.A.<br>420 Montgomery<br>San Francisco, CA 94104 |
| ABA: | 121000248 |
| Account: | 4124302472 |
| Beneficiary: | Tyler Technologies, Inc. – Operating |

# Exhibit B
# Schedule 1
# Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges, if charged, are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or other ride services such as Uber or Lyft may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed

separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

| | |
|---|---|
| Depart before 12:00 noon | Lunch and Dinner |
| Depart after 12:00 noon | Dinner |

Return Day

| | |
|---|---|
| Return before 12:00 noon | Breakfast |
| Return between 12:00 noon & 7:00 p.m. | Breakfast and Lunch |
| Return after 7:00 p.m.* | Breakfast, Lunch and Dinner |

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

| | |
|---|---|
| Breakfast | 15% |
| Lunch | 25% |
| Dinner | 60% |

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high-speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

# Exhibit C
# Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.

2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all undisputed fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Services Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide telephone support during our established support hours;

   3.3 maintain personnel that possess commercially reasonable expertise with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements, as well as changes to technology and platform initiated and required by Tyler) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

   In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

   (a) All infrastructure executing Tyler Software shall be managed by you;
   (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
   (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Services Process; or (g) installation, training services, or Third Party Product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis; rates will be negotiated prior to service commencement. You must request those services with at least one (1) weeks' advance notice.

7. Current Support Services Process. Our current Support Services Process for the Tyler Software is attached to this Agreement; Exhibit C, Schedule 1.

**Exhibit C**
**Schedule 1**
**Support Services Process**

## Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

(1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access Documentation.
(2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

*Support Resources*

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
(2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
(3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
(4) Program Updates – where development activity is made available for client consumption

## Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four (4) US time zones (Pacific, Mountain, Central and Eastern), specifically 5 AM to 5 PM Pacific time zone. Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

| | |
|---|---|
| New Year's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |
| Labor Day | |

## Issue Handling

*Incident Tracking*

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

*Incident Priority*

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler Software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

| Priority Level | Characteristics of Support Incident | Resolution Targets |
|---|---|---|
| 1<br>Critical | Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions. | Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database. |
| 2<br>High | Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data. | Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database. |
| 3<br>Medium | Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure. | Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database. |

| Priority Level | Characteristics of Support Incident | Resolution Targets |
|---|---|---|
| 4 Non-critical | Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level. | Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release. |

*Incident Escalation*

Tyler Technology's software support consists of four (4) levels of personnel:

(1) Level 1: front-line representatives
(2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(3) Level 3: assist in incident escalations and specialized client issues
(4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

(1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
(2) Email – clients can send an email to software support in order to escalate the priority of an issue.
(3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

*Remote Support Tool*

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

## Exhibit D
## Statement of Work

[Remainder of page intentionally left blank.]

# Statement of Work

*Enterprise Group, Tyler Technologies*

## Prepared for:

City of Newark, CA ("City", "Client")
37101 Newark Boulevard | Newark, CA 94560

## Prepared by:

Tyler Technologies, Inc. ("Tyler")
840 W. Long Lake Rd., Troy, MI 48098
www.tylertech.com

Published: 4/18/2017

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# 1 Executive Summary

## 1.1 Project Overview

The Statement of Work (SOW) documents the Project scope, methodology, roles and responsibilities, implementation stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer the city of Newark, CA ("Newark") the opportunity to make the City **more accessible and responsive** to external and internal customer needs and **more efficient** in its operations. That is, to at least satisfy objectives inherent in any Enterprise Resource Planning (ERP) implementation:

- Provide a single, comprehensive, and integrated solution to manage the City's business
- Streamline processes to take advantage of best practices through automation, integration, and workflows
- Provide a friendly and intuitive user interface to promote system use, productivity, and minimize the need for training
- Eliminate the need for "offline shadow systems" including spreadsheets, etc. to support financial activities and to track project expenditures and status
- Eliminate the need for redundant data entry
- Provide enhanced reporting capabilities to improve decision making
- Improve and provide necessary reports and data access through inquiry or drill down capabilities
- Provide interfaces with Third Party Systems

## 1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the Client's functional area utilizing the Tyler product. Refer to Scope of Services section for information containing detailed product components.

| Product | Feature/Function |
|---|---|
| New World | Financial Management Base |
| | Project Accounting |
| | Fixed Assets |
| | Miscellaneous Billing & Receivables |
| | GASB/CAFR Reporting |
| | Bank Reconciliation |
| | Third Party Document Imaging |
| | Purchase Orders |
| | CC – DSS Base Datamart |
| | CC – FM Analytics |
| | CC – FM Dashboards |
| | Human Resources / Payroll Base |
| | Employee Event Tracking |
| | Personnel Actions |



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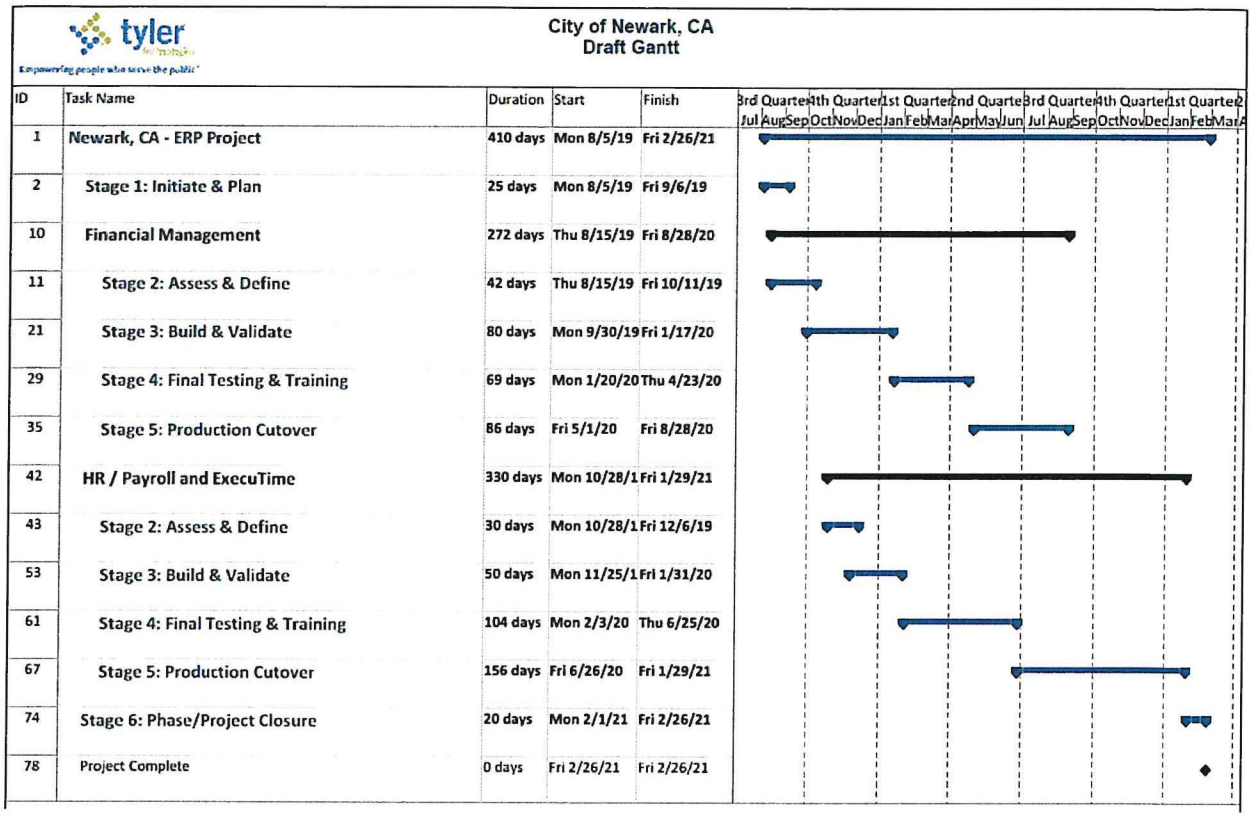
Benefits Administration
Leave Management
Applicant Tracking
Position Budgeting
Time & Attendance Interface
HR Datamart (DSS Datamart)
CC – HR Analytics
CC – HR Dashboards
eSuite base
eEmployee
eTimesheets
eBenefits Administration

## 1.3 Project Timeline

The Project timeline establishes a start and end date for each Phase of the Project – a "Phase" being an agreed-to scope of logically similar product features/functions. Developed during the 1-Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

Based on past implementation experience, the project timeline for Financials and HR/Payroll may have a duration spanning fourteen to twenty-four months, depending on module-phasing = each Phase typically spans eight to twelve months, and should include some staggered start-up. The production cutover milestones most effectively tie to month-end for Financials and quarter-end for Payroll.

Included here is a draft timeline that will be confirmed early in the engagement.



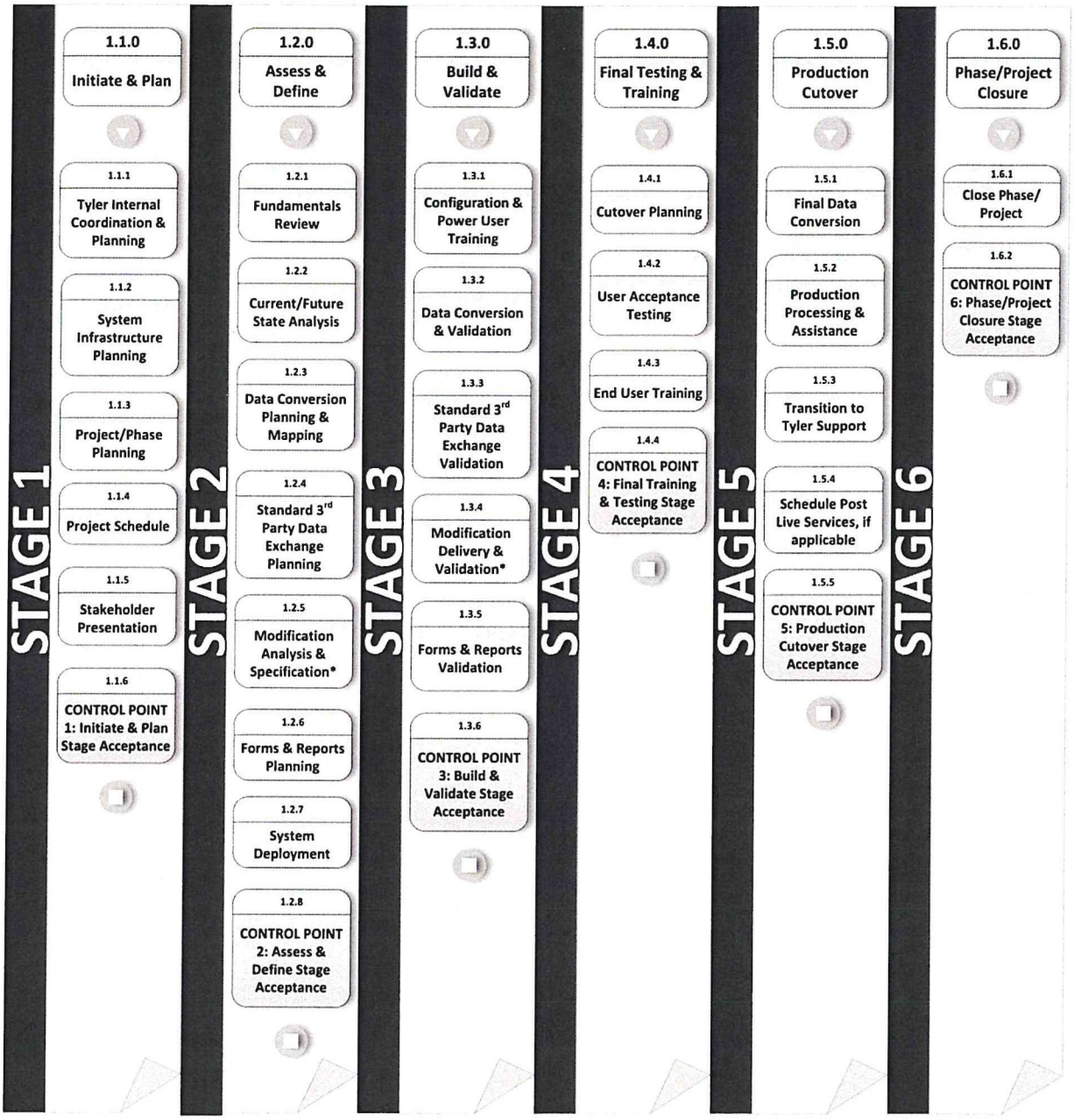
City of Newark, CA
Draft Gantt

| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 1 | Newark, CA - ERP Project | 410 days | Mon 8/5/19 | Fri 2/26/21 |
| 2 | Stage 1: Initiate & Plan | 25 days | Mon 8/5/19 | Fri 9/6/19 |
| 10 | Financial Management | 272 days | Thu 8/15/19 | Fri 8/28/20 |
| 11 | Stage 2: Assess & Define | 42 days | Thu 8/15/19 | Fri 10/11/19 |
| 21 | Stage 3: Build & Validate | 80 days | Mon 9/30/19 | Fri 1/17/20 |
| 29 | Stage 4: Final Testing & Training | 69 days | Mon 1/20/20 | Thu 4/23/20 |
| 35 | Stage 5: Production Cutover | 86 days | Fri 5/1/20 | Fri 8/28/20 |
| 42 | HR / Payroll and ExecuTime | 330 days | Mon 10/28/1 | Fri 1/29/21 |
| 43 | Stage 2: Assess & Define | 30 days | Mon 10/28/1 | Fri 12/6/19 |
| 53 | Stage 3: Build & Validate | 50 days | Mon 11/25/1 | Fri 1/31/20 |
| 61 | Stage 4: Final Testing & Training | 104 days | Mon 2/3/20 | Thu 6/25/20 |
| 67 | Stage 5: Production Cutover | 156 days | Fri 6/26/20 | Fri 1/29/21 |
| 74 | Stage 6: Phase/Project Closure | 20 days | Mon 2/1/21 | Fri 2/26/21 |
| 78 | Project Complete | 0 days | Fri 2/26/21 | Fri 2/26/21 |



## 1.4 Project Methodology Overview

Tailored specifically for Tyler's public sector clients, the Project methodology contains Stage acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the Project methodology repeats consistently across Phases, and is scaled to meet the Client's complexity, and organizational needs.


STAGE 1
1.1.0
Initiate & Plan
1.1.1
Tyler Internal Coordination & Planning
1.1.2
System Infrastructure Planning
1.1.3
Project/Phase Planning
1.1.4
Project Schedule
1.1.5
Stakeholder Presentation
1.1.6
CONTROL POINT 1: Initiate & Plan Stage Acceptance
STAGE 2
1.2.0
Assess & Define
1.2.1
Fundamentals Review
1.2.2
Current/Future State Analysis
1.2.3
Data Conversion Planning & Mapping
1.2.4
Standard 3rd Party Data Exchange Planning
1.2.5
Modification Analysis & Specification*
1.2.6
Forms & Reports Planning
1.2.7
System Deployment
1.2.8
CONTROL POINT 2: Assess & Define Stage Acceptance
STAGE 3
1.3.0
Build & Validate
1.3.1
Configuration & Power User Training
1.3.2
Data Conversion & Validation
1.3.3
Standard 3rd Party Data Exchange Validation
1.3.4
Modification Delivery & Validation*
1.3.5
Forms & Reports Validation
1.3.6
CONTROL POINT 3: Build & Validate Stage Acceptance
STAGE 4
1.4.0
Final Testing & Training
1.4.1
Cutover Planning
1.4.2
User Acceptance Testing
1.4.3
End User Training
1.4.4
CONTROL POINT 4: Final Training & Testing Stage Acceptance
STAGE 5
1.5.0
Production Cutover
1.5.1
Final Data Conversion
1.5.2
Production Processing & Assistance
1.5.3
Transition to Tyler Support
1.5.4
Schedule Post Live Services, if applicable
1.5.5
CONTROL POINT 5: Production Cutover Stage Acceptance
STAGE 6
1.6.0
Phase/Project Closure
1.6.1
Close Phase/ Project
1.6.2
CONTROL POINT 6: Phase/Project Closure Stage Acceptance

# 2 Roles and Responsibilities

## 2.1 Tyler Roles and Responsibilities

While best practice recommends a consistent Tyler Project Manager (and team) for the implementation lifecycle, Tyler will work with the City to confirm / re-confirm Project Manager(s) prior to the start of each Phase of the Project. The project manager assigns other Tyler resources as the schedule develops. One person may fill multiple Project roles.

### 2.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City's overall organizational strategy
- Authorizes required Project resources
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process
- Offers additional support to the Project Team and is able to work with other Tyler department managers in order to escalate and facilitate implementation Project tasks and decisions
- Acts as the counterpart to the City's Executive Sponsor

### 2.1.2 Tyler Implementation Management

- Acts as the counterpart to the City Steering Committee
- Assigns Tyler Project personnel
- Works to resolve all decisions and/or issues not resolved at the Project management level as part of the escalation process
- Attends City Steering Committee meetings as necessary
- Provides support for the Project Team
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources
- Monitors Project progress including progress towards agreed upon goals and objectives

### 2.1.3 Tyler Project Manager

The Tyler Project Manager(s) provides oversight of the Project, coordination of resources between departments, management of the Project Schedule and budget, effective risk and issue management, and is the primary point of contact for all Project related items.

- Contract Management
    - Validates contract compliance throughout the Project
    - Ensures Deliverables meet contract requirements
    - Acts as primary point of contact for all contract and invoicing questions
    - Prepares and presents contract milestone sign-offs for acceptance by City Project Manager(s)
    - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance

- Planning
    - Update and deliver Implementation Management Plan
    - Defines Project tasks and resource requirements
    - Develops initial and full-scale Project Schedule
    - Collaborates with City Project Manager(s) to plan and schedule Project Timelines to achieve on-time implementation
- Implementation Management
    - Tightly manages Scope and budget of Project; establishes process and approval matrix with the City to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
    - Establishes and manages a schedule and resource plan that properly supports the Project Plan as a whole that is also in balance with Scope/budget
    - Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the City any items that may negatively impact the outcomes of the Project
    - Collaborates with the City's Project Manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project
    - Sets a routine Communication Plan that will aide all Project Team members, of both the City and Tyler, in understanding the goals, objectives, current status and health of the Project
- Team Management
    - Acts as liaison between Project Team and Tyler manager(s)
    - Identifies and coordinates all Tyler resources across all modules, Phases, and activities including development, conversions, Forms, Installation, Reporting, implementation, and billing
    - Provides direction and support to Project Team
    - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward
    - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Plan
    - Assesses team performance and adjusts as necessary
    - Interfaces closely with Tyler developers to coordinate program Modification activities
    - Coordinates with in Scope Third Party providers to align activities with ongoing Project tasks

### 2.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler Project Manager(s)
- Performs problem solving and troubleshooting
- Follows up on issues identified during sessions
- Documents activities for onsite services performed by Tyler
- Provides conversion Validation and error resolution assistance


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- Recommends guidance for testing Forms and Reports
- Tests software functionality with the City following configuration
- Assists during Cutover process and provides production support until the City transitions to Tyler Support
- Provides product related education
- Effectively facilitates training sessions and discussions with City and Tyler staff to ensure adequate understanding of the appropriate agenda topics during the allotted time
- Conducts training (configuration, process, conversion Validation) for Power Users and the City's designated trainers for End Users
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Schedule
- Keeps Tyler Project Manager(s) proactively apprised of any and all issues which may result in the need for additional training needs, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action

### 2.1.5 Tyler Sales

- Provide sales background information to implementation during Project Initiation
- Support sales transition to implementation
- Provide historical information, as needed, throughout implementation

### 2.1.6 Tyler Software Support

- Manages incoming City issues via phone, email, and online customer incident portal
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system
- Provides issue analysis and general product guidance
- Tracks issues and tickets to timely and effective resolution
- Identifies options for resolving reported issues
- Reports and escalates Defects to Tyler Development
- Communicates with the City on the status and resolution of reported issues

### 2.1.7 Tyler Trainer

- Provides product and process related education as it relates to the City's Project
- Provides training materials to be used as reference during training sessions and discussions
- Effectively facilitates training sessions and discussions with City and Tyler staff to ensure adequate understanding of the appropriate agenda topics during the allotted time
- Conducts training (configuration, process, conversion Validation) for Power Users and the City's designated trainers for End Users

### 2.1.8 Tyler Subject Matter Expert

- Possesses both a broad and deep understanding of the functionality within Tyler Software products for his/her functional area(s)
- Provides confident recommendations regarding configuration decisions and business process best practice options and related implications using Tyler's products based on his/her experience and expertise implementing Tyler Software products with similar organizations

- Provides conversion consulting and mapping assistance
- Follows up on issues identified during sessions
- Documents activities for onsite services
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Schedule
- Keeps Tyler Project Manager(s) proactively apprised of any and all issues which may result in the need for additional training needs, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action
- Performs gap analysis and documents non-contracted Modifications requests

### 2.1.9 Tyler Data Conversion Experts

- Validates customer data files are in proper format
- Develops customized conversion programs to convert Legacy System data into the Tyler database for production use and provides mapping between legacy and Tyler systems
- Provides error Reports on unsupported data conditions and the merging or normalization of data fields
- Assists with understanding and interpreting error Reports
- Performs changes and corrections to customized conversion programs as the City discovers data anomalies and exception conditions

### 2.1.10 Tyler Reports/Forms Experts

- Provides specifications for all Forms & Reports in Scope
- Reviews requirements for Peripherals and Consumables, if applicable
- Conducts review of City's Form mockup sheets
- Develops final Form designs
- Resolves all corrections required of the Forms
- Configures and installs Forms software and approved Forms

### 2.1.11 Tyler Basic Network Support

- Manages incoming City issues via phone, email, online customer incident portal, and from Software Support
- Provides system support including remote support of City systems, operating systems, network and local printing, and SQL assistance for the systems and platform directly attributable to the Tyler Applications
- Tracks issues and tickets to timely and effective resolution
- Determine root cause and provide solutions or provide direction/escalation to Tyler Development
- Consult on pre-sales in regards to system requirements

### 2.1.12 Tyler Development

- Programs and incorporates Modifications per the specifications into the base product
- Performs internal quality assurance
- Develops standard solution technical and help documentation
- Provides software updates and Defect fixes

## 2.2 City Roles and Responsibilities

City resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles. In addition, depending on the City's resources, one team, e.g. Steering Committee, may have multiple roles, e.g. Project Team.

### 2.2.1 City Executive Sponsor

- Provides clear direction for the Project and how it applies to the organization's overall strategy
- Champions the Project at the executive level to secure City buy-in
- Authorizes required Project Resources
- Resolves decisions and/or issues not resolved at the City Steering Committee level as part of the escalation process
- Actively participates in Organizational Change Communications

### 2.2.2 City Steering Committee

- Works to resolve decisions and/or issues not resolved at the Project Manager level as part of the escalation process
- Attends all scheduled Steering Committee meetings
- Provides support for the Project Team
- Assists with communicating key Project messages throughout the organization
- Prioritizes the Project within the organization
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources
- Monitors Project progress including progress towards agreed upon goals and objectives
- Has the authority to approve or deny changes impacting the following areas:
    - Cost
    - Scope
    - Schedule
    - Project Goals
    - City Policies

### 2.2.3 City Project Manager(s)

The City shall assign Project Manager(s) prior to the start of this Project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler Project Manager(s) in a timely and efficient manner. When the City Project Manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from the City to participate in discussions and make decisions in a timely fashion to avoid Project delays.

- Contract Management
    - Validates contract compliance throughout the Project

- Ensures invoicing and Deliverables meet contract requirements
- Acts as primary point of contact for all contract and invoicing questions
- Signs off on contract milestone acknowledgment documents
- Collaborates on and approves change requests, if needed, to ensure proper Scope and budgetary compliance

- Planning
  - Review and acknowledge Implementation Management Plan
  - Defines Project tasks and resource requirements for City Project Team
  - Collaborates in the development of and approval of the Project Plan and Project Schedule
  - Collaborates with Tyler Project Manager(s) to plan and schedule Project timelines to achieve on-time implementation

- Implementation Management
  - Tightly manages Scope and budget of Project and collaborates with Tyler Project Manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
  - Collaborates with Tyler Project Manager(s) to establish and manage a schedule and resource plan that properly supports the Project Plan, as a whole, that is also in balance with Scope/budget
  - Collaborates with Tyler Project Manager(s) to establish risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may negatively impact the outcomes of the Project
  - Collaborates with Tyler Project Manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project
  - Routinely communicates with both City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the Project by all team members

- Team Management
  - Acts as liaison between Project Team and Stakeholders
  - Identifies and coordinates all City resources across all modules, Phases, and activities including data conversions, Forms design, hardware and software Installation, reports building, and satisfying invoices
  - Provides direction and support to Project Team
  - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward
  - Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Production Cutover Plan
  - Assesses team performance and takes corrective action, if needed
  - Provides guidance to City Technical Support to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution
  - Coordinates with in Scope Third Party providers to align activities with ongoing Project tasks

### 2.2.4 City Functional Leads

- Authorized to make business process change decisions under time sensitive conditions
- Communicates existing business processes and procedures to Tyler consultants
- Assists in identifying business process changes that may require escalation
- Attends and contributes business process expertise for current/future state analysis sessions
- Identifies and includes additional subject matter experts to participate in current/future state analysis sessions
- Provides business process change support during Power User and End User training
- Completes performance tracking review with City Project Team on End User competency on trained topics
- Provides Power and End Users with dedicated time to complete required homework tasks
- Act as an ambassador/champion of change for the new process
- Identifies and communicates any additional training needs or scheduling conflicts to City Project Manager(s)
- Prepares and Validates Forms
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities for the funcitonal area they represent:
- Task completion
- Stakeholder Presentation
- Implementation Management Plan development
- Schedule development
- Monitoring of risk register
- Escalation of issues
- Communication with Tyler Project Team
- Coordination of City resources
- Attendance at scheduled sessions
- Change Management activities
- Customization specification, demonstrations, testing and approval assistance
- Conversion Analysis and Verification Assistance
- Decentralized End User Training
- Process Testing
- User Acceptance Testing

### 2.2.5 City Power Users

- Participate in Project activities as required by the Project Team and Project Manager(s)
- Provide subject matter expertise on City business processes and requirements
- Act as Subject Matter Experts in current/future state and Validation sessions, as needed
- Attend all scheduled training sessions related to their areas of expertise
- Participate in all required post-training processes as needed throughout Project
- Participate in conversion Validation
- Test all Application configuration in their areas of expertise to ensure it satisfies business process requirements
- Become Tyler Application experts
- Participate in User Acceptance Testing

- Adopt and support changed procedures
- Complete all Deliverables by the due dates defined in the Project Schedule
- Demonstrate competency with Tyler products processing prior to production Cutover
- Provide knowledge transfer to City staff during and after implementation

### 2.2.6 City End Users

- Attend all scheduled training sessions pertaining to their City job functions
- Become proficient in Tyler Application functions related to job duties
- Adopt and utilize changed procedures
- Complete all Deliverables by the due dates defined in the Project Schedule
- Utilize software to perform job functions at and beyond Production Cutover

### 2.2.7 City Technical Support

- Coordinates updates and releases with Tyler
- Coordinates the copying of source databases to training/testing databases as needed for training days
- Extracts and transmits conversion data and control reports from City's Legacy System per the conversion schedule set forth in the Project Schedule
- Coordinates and adds new users and printers and other Peripherals as needed
- Validates all users understand log-on process and have necessary permission for all training sessions
- Coordinates Interface development for City Third Party Data Exchanges
- Develops or assists in creating Reports as needed
- Ensures onsite system hardware meets specifications provided by Tyler
- Assists with software deployment, as needed

### 2.2.8 City Change Management Lead

- Validates users receive timely and thorough communication regarding process changes
- Provides coaching to Supervisors to prepare them to support users through the Project changes
- Identifies the impact areas resulting from Project activities and develops a plan to address them proactively
- Identifies areas of resistance and develops a plan to reinforce the change
- Monitors post-production performance and new process adherence

# 3 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other Project participants; and provide support and guidance to accomplish these goals. Project governance, when jointly managed by the City and Tyler, also defines the structure for Project oversight, issue escalation and resolution, Change Control review and authority, and organizational change management activities.

The structure establishes a clear escalation path when issues and risks require escalation above the Project Manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the 1-Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and the City collaborate to resolve Project challenges according to defined escalation paths. In the event Project Managers (Tyler and the City's) do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler Implementation Management and the City Steering Committee become the escalation points to triage responses prior to escalation to the City and Tyler Executive Sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler Executive Sponsors serve as the final escalation point.

## 3.1 City Governance

Depending on the City's organizational structure and size, the following governance roles may be filled by one or more people:

### 3.1.1 City Project Manager(s)

The City's Project Manager(s) coordinate City Project Team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The City Project Manager(s) will be responsible for reporting to the City Steering Committee, as an active participant, and determining appropriate escalation points.

### 3.1.2 Steering Committee

The City Steering Committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the Project Team, for making timely decisions on critical Project issues or policy decisions. The City Steering Committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. The Steering Committee oversees the City Project Manager(s) and the Project as a whole and through participation in regular internal meetings. The City Steering Committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City Steering Committee also provides support to the City Project Manager(s) by communicating the importance of the Project to all impacted departments. The City Steering Committee also serves as primary level of issue resolution for the Project.

### 3.1.3 Executive Sponsor

The City's Executive Sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project. The Executive Sponsor acts as the final authority on all escalated Project issues. The Executive Sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The Executive Sponsor empowers the City Steering Committee, Project Manager(s), and Functional Leads to make business decisions.

## 3.2 Tyler Governance

### 3.2.1 Tyler Project Manager

The Tyler Project Manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the City. The Tyler Project Manager(s) will facilitate regular project status meetings across City and Tyler team personnel. Additionally, the Tyler Project Manager(s) will provide regular updates (at a minimum, monthly, or as agreed to with the Executive Sponsor) to the City's Steering Committee and other Tyler governance members.

### 3.2.2 Tyler Implementation Management

Tyler Implementation Management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler Project Manager(s) consult Implementation Management on issues and outstanding decisions critical to the Project. Implementation Management works toward a solution with the Tyler Project Manager(s) or with City management, as appropriate. Tyler Executive Management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the City Project Team.

### 3.2.3 Tyler Executive Management

Tyler Executive Management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project Team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation Project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the City Project Team.

## 3.3 Acceptance

All Deliverables and Control Points must be accepted following the process below. Acceptance requires a formal sign-off (email from City Project Manager is acceptable with a wet signature to follow). The following process will be used for accepting Deliverables and Control Points:

- The City shall have ten (10) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City does not provide acceptance within ten (10) business days, or the otherwise agreed upon timeframe, and does not request a time extension, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City does not agree the particular Deliverable or Control Point meets requirements, the City shall notify Tyler Project Manager(s), in writing, with explanation within ten (10) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have ten (10) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance or acknowledgement within ten (10) business days, or the otherwise agreed upon timeframe, and does not request a time extension, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- When the Acceptance process stalls or fails, project management will escalate to the assigned project leadership (e.g. steering committee, executive).



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# 4 Overall Project and Deliverable Assumptions

## 4.1 Project, Resources and Scheduling

- Project activities will begin after the Agreement has been fully executed.
- The City and Tyler have the ability to allocate additional internal resources if needed. The City also ensures the alignment of their budget and scope expectations at the time the Agreement is executed but cannot ensure appropriation budget in the future.
- The City and Tyler ensure that the assigned resources are available and buy-into the change process and possess the required business knowledge to complete assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of knowledge and availability.
- The City expects that Tyler's resources be experts in the Tyler Software products and services provided.
- The City has the right to have a Tyler resource removed from the Project for any reason that negatively impacts the City's personnel or Project and replaced with a highly competent resource with significant Tyler Software experience.
- Tyler shall incur all costs associated with the removal and replacement of Tyler resources.
- The City and Tyler provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases can result in Project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- City changes to the Implementation Plan, schedule, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler changes to the Implementation Plan, schedule, availability of resources or changes in Scope may result in schedule delays, however, this will not result in additional charges to the City for the Project delays.
- Tyler provides a written agenda and notice of any prerequisites to the City Project Manager(s) ten (10) business days prior to any scheduled onsite or remote sessions.
- Tyler provides notice of any prerequisites to the City Project Manager(s) a minimum of ten (10) business days prior to any key Deliverable due dates.
- City users complete prerequisites prior to applicable scheduled activities.
- Tyler provides options and implications or pros/cons for each, for configuration and processing options available within the Tyler Software. The City is responsible for making decisions based on the options available.
- In the event the City may elect to add and/or modify current business policies during the course of this Project, such policy changes may be solely the City's responsibility to define, document, and implement; or may be subject to change control.
- The City makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the Project Schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services out of Scope and requires additional hours be requested via Change Request approved through the Change Control process.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.

## 4.2 Data Conversion

- The following entities will be converted based upon Tyler standard conversion specifications:
  - General Ledger and Adopted Budget History – detailed, balanced, general ledger and adopted budget transaction history
  - Vendors, including Purchase Order and Accounts Payable Invoice History – vendor information and closed/paid procurement transactions that are not tied to the general ledger
  - Fixed Assets – information and financial details for capital and controlled assets
  - Billing – information regarding customers and miscellaneous invoice history
  - Employees - employee and job current and historical data, enrollment and position data
  - Payroll History - detailed paycheck history by pay batch
- Where applicable, up to ten (10) years of historical data will be converted for each entity.
- The City will be responsible for extracting data, applying business rules to the data to transform it into values that are suited for loading into a standard conversion format provided by Tyler.
- Tyler resources will write data conversion programs and execute standard validations against the converted data.
- There are up to three (3) test sets of converted data included for each entity. Test sets refers to the results of data extract, transfer, load and conversion activities where Live system set-up is married with Legacy System data for delivery into the City's Test environment. The City understands that files or tables containing fewer than five hundred records may not be converted. If required, additional test sets may be included, and may drive additional project costs.
- The City is readily able to produce the data files needed for conversion from the Legacy System in order to provide them to Tyler on the mutually agreed to specified due date(s).
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout provided by Tyler.
- The City understands the Legacy System data file must be in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.
- During this process, the City may need to correct data scenarios in their Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the City to ensure all data pulled includes all required data and the Tyler system contains properly mapped data, with Tyler's guidance.

## 4.3 Data Exchanges, Modifications, Forms and Reports

- The following data exchanges have been identified for integration between Third Party software and the Tyler solution:
  - US Bank Purchasing card import – purchasing card transactions that have been coded in and exported from the US Bank solution will be manually imported into Accounts Payable via the standard import feature (button) available in the application

  - Laserfiche document integration – Tyler's Financial and HR/Payroll solution will be configured so that documents that are managed and available in Laserfiche will be noted across the application and will accessible in a Laserfiche browser window based on an available web API
  - Sportsman Parks and Recreation – revenue transactions captured in and exported from Sportsman will be manually imported into either Revenue Collections (as receipts) or General Ledger (as journal entries)
  - TRAKiT – revenue transactions captured in and exported from TRAKiT will be manually imported into either Revenue Collections (as receipts) or General Ledger (as journal entries)
  - Telestaff time and attendance integration – up to three integration points will be manually available, based on manual import and export capabilities in Telestaff: an export of Employee-related data; an export of accruals data; and an import of time entry data
- Should other requirements arise, the City and Tyler project teams will make every effort to address integration, forms and reporting requirements via one of Tyler's standard solutions.
- As custom integration, forms and reporting needs may arise during the project, the City has allocated funds in the Investment Summary that may be used after City approval.
- The City ensures the Third Party data received is in the correct format.
- The Third Party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received, with the City and Tyler's guidance.
- City is on a supported, compatible version of the Third Party Software or Tyler Standard Data Exchange tools may not be available.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for Project Phases. Modification requests not in Scope must follow the Project Change Request process as defined in the Project Management workbook (developed and baselined during the 1-Initiate & Plan Stage).

## 4.4 Hardware and Software

- The City has or will have in place all hardware, software, and technical infrastructure necessary to support the Project.
- Tyler will provide standards required to ensure sufficient speed and operability of Tyler Software and the City will ensure they are in compliance with these standards. Tyler will not support use of Software if the City does not meet minimum standards of Tyler's published specifications.
- Tyler will initially install the most current generally available version of the purchased Tyler Software.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler Project staff.

## 4.5 Training

- During live and onsite training, the City provides a training room for Tyler staff, as well as a place for the City staff to practice what they have learned without distraction. If Phases overlap, the City will provide multiple training facilities to allow for independent sessions scheduling without conflict.

- The training room is set up in a classroom setting. The City determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation.
- The City provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The work station connects to a City provided projector, allowing all attendees the ability to actively engage in the training session.
- The City testing database contains the Tyler Software version required for delivery of the Modification prior to the scheduled delivery date for testing, if applicable.
- The City is responsible for verifying the performance of the Modification as defined by the specification, if applicable.
- Users performing User Acceptance Testing (UAT) have attended all applicable training sessions prior to performing UAT.

# 5 Implementation Stages

## 5.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "work packages." The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan (and Implementation Plan), developed during 1-Initiate & Plan and finalized during 2-Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a "Deliverable" and/or "Control Point", confirming the work performed during that Stage of the Project.

# 5.2 Initiate & Plan (Stage 1)

The 1-Initiate & Plan Stage creates a foundation for the Project through identification of City and Tyler Project management teams, development of Implementation Management Plans, and the provision and discussion of system infrastructure requirements. City participation in gathering information is critical. Tyler Project management teams present initial plans to City stakeholder teams at Stage end.

## 5.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns Project Manager(s). Tyler provides the City with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. City participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with Sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the City to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

| **STAGE 1** | **Tyler Internal Coordination & Planning** | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | TYLER | | | | | | | | | CITY | | | | | | | | | | | |
| TASKS | Tyler Executive Manager | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Tyler Sales | City Executive Sponsor | City Steering Committee | City Project Manager | City Functional Leads | City Change Management Leads | City Power Users | City Department Heads | City End Users | City Technical Leads | City Project Toolset Coordinator | City Upgrade Coordinator |
| Assign Tyler Project Manager | A | R | I | | | | | | I | | | I | | | | | | | | | |
| Provide initial Project documents to Client | A | I | R | | | | | | C | | | I | | | | | | | | | |
| Sales to Implementation knowledge transfer | A | I | R | | | | | | C | | | | | | | | | | | | |
| Internal planning and Phase coordination | | A | R | | | | | C | | | | | | | | | | | | | |



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## 5.2.2 System Infrastructure Planning

The City provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the City's site. The City completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions specifically for this Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

| **STAGE 1** | **System Infrastructure Planning** | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | TYLER | | | | | | | | | AUTHORITY | | | | | | | | | | | |
| TASKS | Tyler Executive Manager | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Tyler Sales | City Executive Sponsor | City Steering Committee | City Project Manager | City Functional Leads | City Change Management Leads | City Power Users | City Department Heads | City End Users | City Technical Leads | City Project Toolset Coordinator | City Upgrade Coordinator |
| Provide system hardware specifications | | | I | | | | | R | A | | | I | | | | | | C | | |
| Make hardware available for Installation | | | I | | | | | C | | | | A | | | | | | R | | |
| Install system hardware, if applicable | | | I | | | | | C | | | | A | | | | | | R | | |
| Complete system infrastructure audit | | | I | | | | | C | | | | A | | | | | | R | | |



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## 5.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify features/functions of each product to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler Project Manager(s) deliver an Implementation Management Plan, which is mutually agreeable by the City and Tyler.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

| STAGE 1 | Project/Phase Planning | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | TYLER | | | | | | | | | CITY | | | | | | | | | | | |
| TASKS | Tyler Executive Manager | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Tyler Sales | City Executive Sponsor | City Steering Committee | City Project Manager | City Functional Leads | City Change Management Leads | City Power Users | City Department Heads | City End Users | City Technical Leads | City Project Toolset Coordinator | City Upgrade Coordinator |
| Perform Project/Phase Planning | | A | R | | | | | | | | I | C | C | | | I | | | | |
| Create and Deliver Implementation Management Plan | | A | R | | | | | | | | | C | C | I | | | | | | |

## 5.2.4 Project Schedule

City and Tyler will mutually develop an initial Project Schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

| STAGE 1 | Project Schedule | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | TYLER | | | | | | | | | CITY | | | | | | | | | | | |
| TASKS | Tyler Executive Manager | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Tyler Sales | City Executive Sponsor | City Steering Committee | City Project Manager | City Functional Leads | City Change Management Leads | City Power Users | City Department Heads | City End Users | City Technical Leads | City Project Toolset Coordinator | City Upgrade Coordinator |
| Develop initial Project Schedule | | A | R | I | | | | | | | | C | I | I | | | | | | |
| Deliver Project Plan and schedule for Project Phase | | A | R | I | | | | | | I | I | C | C | I | I | I | | | | |
| Client reviews Project Plan & initial schedule | | | C | | | | | | | I | A | R | C | C | | C | | | | |
| Client approves Project Plan & initial schedule | | | I | | | | | | | I | A | R | C | C | I | I | | I | I | I |



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## 5.2.5 Stakeholder Presentation

The City stakeholders join Tyler Project Management to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

| STAGE 1 | Stakeholder Presentation | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | TYLER | | | | | | | | | CITY | | | | | | | | | | | |
| TASKS | Tyler Executive Manager | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Tyler Sales | City Executive Sponsor | City Steering Committee | City Project Manager | City Functional Leads | City Change Management Leads | City Power Users | City Department Heads | City End Users | City Technical Leads | City Project Toolset Coordinator | City Upgrade Coordinator |
| Present overview of Project Deliverables, Project Schedule and roles and responsibilities | | A | R | I | | | | | I | I | I | C | I | I | I | I | | I | I | I |
| Communicate successful Project criteria and goals | | | I | | | | | | | R | C | A | C | I | I | C | I | I | | |



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## 5.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance for this Stage includes completion of all criteria listed below. Advancement to the 2-Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

### 5.2.6.1 Control Point 1-Initiate & Plan Stage Deliverables

- System Hardware Specifications
    - Objective: Provide a listing of minimum system requirements needed to support current Tyler solution(s).
    - Scope: based on City site assessment (users, products, etc.), recommended specifications are available for servers, virtualization, workstations, peripherals, etc. There are also recommended maintenance procedures.
    - Acceptance criteria: The City audits available requirements against the System Hardware Specifications.

- Implementation Management Plan
    - Objective: Update and deliver baseline management plans to reflect the approach to the City's Project.
    - Scope: The Implementation Management Plan addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
    - Acceptance criteria: The City reviews and acknowledges receipt of Implementation Management Plan.
- Project Plan/Schedule
    - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
    - Scope: Task list, assignments and due dates
    - Acceptance criteria: The City acceptance of schedule based on City resource availability and Project budget and goals.
- Stakeholder Presentation
    - Objective: In a presentation environment, provide City stakeholders with a strategic overview of the implementation expectations, approach, milestones and needs.
    - Scope: Presentation and open question/answer session with City stakeholders.
    - Acceptance criteria: The City attends and acknowledges completion of Stakeholder Presentation.

### 5.2.6.2 Control Point 1-Initiate & Plan Stage Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified with Configuration deliverable
- Implementation Management Plan delivered
- Project Plan/schedule delivered; dates confirmed

- Stakeholder Presentation complete

# 5.3 Assess & Define (Stage 2)

The primary objective of 2-Assess & Define is to gather information about current City business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring City collaboration. The City shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

## 5.3.1 Fundamentals Review

Fundamentals Review provides Functional Leads and Power Users an overall understanding of solution capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

| STAGE 2 | Fundamentals Review | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | TYLER | | | | | | | | | CITY | | | | | | | | | | |
| TASKS | Tyler Executive Manager | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Tyler Sales | City Executive Sponsor | City Steering Committee | City Project Manager | City Functional Leads | City Change Management Leads | City Power Users | City Department Heads | City End Users | City Technical Leads | City Project Toolset Coordinator | City Upgrade Coordinator |
| Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable | | A | R | I | | | | | | | | C | I | | I | | | | I | |
| Complete fundamentals materials review and prerequisites | | | I | | | | | | | | | A | R | | I | | | | C | |
| Ensure all scheduled attendees are present | | | I | I | | | | | | | A | R | C | | I | | | | | |
| Facilitate fundamentals review | | | A | R | | | | | | | | I | I | | I | | | | | |



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## 5.3.2 Current/Future State Analysis

The City and Tyler will evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state and make decisions about future state configuration and processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

| STAGE 2 | Current/Future State Analysis | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | TYLER | | | | | | | | | CITY | | | | | | | | | | |
| TASKS | Tyler Executive Manager | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Tyler Sales | City Executive Sponsor | City Steering Committee | City Project Manager | City Functional Leads | City Change Management Leads | City Power Users | City Department Heads | City End Users | City Technical Leads | City Project Toolset Coordinator | City Upgrade Coordinator |
| Provide Current/Future State analysis materials to the Client, as applicable | | A | R | I | | | | | | | | C | I | | I | | | | | |
| Conduct Current & Future State analysis | | | A | R | | | | | | | | I | C | I | C | | | | | |
| Provide pros and cons of Tyler Software configuration and processing options | | | A | R | | | | | | | | I | C | I | C | | | | | |
| Make Future State Decisions according to due date in the Project Plan | | | I | I | | | | | | | C | A | R | I | C | I | | | | |
| Record Future State decisions | | | A | R | | | | | | | | I | C | I | C | | | | | |



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## 5.3.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the City's Legacy System Applications to the Tyler System. Tyler staff and the City work together to complete Data Mapping for each piece of data (as outlined in the Assumptions and in the Data Conversion Specifications) from the Legacy System to a location in the Tyler System.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

| STAGE 2 | Data Conversion Planning & Mapping | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | TYLER | | | | | | | | | CITY | | | | | | | | | | | |
| TASKS | Tyler Executive Manager | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Tyler Sales | City Executive Sponsor | City Steering Committee | City Project Manager | City Functional Leads | City Change Management Leads | City Power Users | City Department Heads | City End Users | City Technical Leads | City Project Toolset Coordinator | City Upgrade Coordinator |
| Review data conversion(s) options | | | A | R | I | | | | | | | C | C | | C | | | C | | |
| Map data from Legacy System to Tyler system | | | I | C | I | | | | | | | A | C | | C | | | R | | |
| Pull conversion data extract | | | I | | I | | | | | | | A | C | | C | | | R | | |
| Run balancing Reports for data pulled and provide to Tyler | | | I | | I | | | | | | | A | C | | R | | | I | | |
| Review and approve initial data extract | | A | I | C | R | | | | | | | I | | | | | | I | | |
| Correct issues with data extract, if needed | | | I | C | C | | | | | | | A | C | | C | | | R | | |



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## 5.3.4 Third Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler System with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two (2) systems. This could be done programmatically or through an Application Programming Interface (API). It is Tyler's responsibility to ensure the Tyler programs operate correctly. It is the City's responsibility to ensure the Third Party Program operates or accesses the data correctly.

The City and Tyler Project Manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted I = Informed

| **STAGE 2** | **Standard Third Party Data Exchange Planning** | | | | | | | | | | | | | | | | | | | |
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| | TYLER | | | | | | | | | CITY | | | | | | | | | | |
| TASKS | Tyler Executive Manager | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Tyler Sales | City Executive Sponsor | City Steering Committee | City Project Manager | City Functional Leads | City Change Management Leads | City Power Users | City Department Heads | City End Users | City Technical Leads | City Project Toolset Coordinator | City Upgrade Coordinator |
| Review Standard or contracted Data Exchanges | | | A | R | | | | | | | | C | I | | I | | | C | | |
| Define or confirm needed Data Exchanges and document | | | I | C | | | | | | | | A | C | | C | | | R | | |



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## 5.3.5 Modification Analysis & Specification

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The City reviews the specifications and confirms they meet the City's needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler's intention is to minimize Modifications by using Standard functionality within the Application, which may require a City business process change. It is the responsibility of the City to detail all of their needs during the 2-Assess and Define Stage. Tyler will write up specifications (for City approval) for contracted program Modifications. Upon approval, Tyler will make the agreed upon Modifications to the respective program(s). Once the Modifications have been delivered, the City will test and approve those changes during the 3-Build and Validate Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

| STAGE 2 | Modification Analysis & Specification, if contracted | | | | | | | | | | | | | | | | | | | | |
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| | TYLER | | | | | | | | | CITY | | | | | | | | | | | |
| TASKS | Tyler Executive Manager | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Tyler Sales | City Executive Sponsor | City Steering Committee | City Project Manager | City Functional Leads | City Change Management Leads | City Power Users | City Department Heads | City End Users | City Technical Leads | City Project Toolset Coordinator | City Upgrade Coordinator |
| Analyze contracted custom program requirements | | | A | C | | | R | | | | | C | C | I | C | | | C | | |
| Develop specification document(s) | A | | I | C | | | R | | | | | I | I | | I | | | I | | |
| Review specification document(s); provide changes to Tyler, if applicable | | | I | C | | | C | | | | | A | R | I | C | | | C | | |
| Sign-off on specification document(s) and authorize work | | | I | | | | I | | | | A | R | C | I | I | | | C | | |

## 5.3.6 Forms & Reports Planning

The City and Tyler Project Manager(s) review Forms and Reporting needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Modification(s). Items not included in the Agreement could be either City-developed Reports or a newly discovered Modification that will require a Change Request.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

| STAGE 2 | Forms & Reports Planning | | | | | | | | | | | | | | | | | | | | |
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| | TYLER | | | | | | | | | CITY | | | | | | | | | | | |
| TASKS | Tyler Executive Manager | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Tyler Sales | City Executive Sponsor | City Steering Committee | City Project Manager | City Functional Leads | City Change Management Leads | City Power Users | City Department Heads | City End Users | City Technical Leads | City Project Toolset Coordinator | City Upgrade Coordinator |
| Review and document required Forms output | | | A | R | | | | | | | | | C | I | C | | | I | | |
| Review and complete Forms options and submit to Tyler | | | I | | | I | | | | | | A | R | | C | | | | | |
| Review and document in Scope Reports | | | A | R | | | | | | | | I | C | | C | | | | | |
| Identify additional Report needs | | | I | C | | | | | | | | A | R | | C | | | | | |
| Add applicable tasks to Project Schedule | | A | R | I | | C | | | | | | C | I | | I | | | I | | |



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## 5.3.7 System Deployment

Based on results of Infrastructure Planning, the Tyler technical services team Installs Tyler Applications on the server and ensures the platform operates as expected.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

| STAGE 2 | System Deployment | | | | | | | | | | | | | | | | | | | | |
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| | TYLER | | | | | | | | | CITY | | | | | | | | | | | |
| TASKS | Tyler Executive Manager | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Tyler Sales | City Executive Sponsor | City Steering Committee | City Project Manager | City Functional Leads | City Change Management Leads | City Power Users | City Department Heads | City End Users | City Technical Leads | City Project Toolset Coordinator | City Upgrade Coordinator |
| Install contracted software on server | A | | I | | | | | R | | | | I | | | | | | C | | |
| Ensure platform operates as expected | A | | I | | | | | R | | | | I | | | | | | C | | |
| Create and deliver installation checklist | | | I | | | | | R | | | | I | | | | | | C | | |



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## 5.3.8 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the 3-Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

### 5.3.9.1 Control Point 2-Assess & Define Stage Deliverables

- Fundamentals materials
    - Objective: Provide City with additional background information to support initial, high-level product awareness and functionality review sessions.
    - Scope: As appropriate, demonstration documentation designed to aid in product understanding.
    - Acceptance criteria: City acknowledges receipt of fundamentals materials.
- Completed analysis Questionnaire (for Current/Future State Analysis
    - Objective: Gather and document information related to City business processes for current/future state analysis as it relates to Tyler approach/solution.
    - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
    - Acceptance criteria: City acceptance of completed Questionnaire based on thoroughness of capturing all City business practices to be achieved through the Tyler Solution.
- Data conversion summary and specification documents
    - Objective: Define data conversion approach and strategy.
    - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
    - Acceptance criteria: Data conversion document(s) delivered to the City, reflecting complete and accurate conversion decisions.
- Modification and/or Data Exchange specification documents, if contracted
    - Objective: Provide comprehensive outline of identified gaps, and how the custom program (Modification - or Data Exchange) meets the City's needs.
    - Scope: Design solution for Modification.
    - Acceptance criteria: City accepts Custom Specification Document(s) and agrees that the proposed solution meets their requirements.
- Completed Forms and/or Reports options and/or packages
    - Objective: Provide specifications for each City in Scope Form, Report and output requirements.
    - Scope: Complete Forms package(s) included in Agreement and identify Reporting needs.
    - Acceptance criteria: Identify Forms choices and receive supporting documentation.
- Installation checklist
    - Objective: Installation of purchased Tyler Software.
    - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training.

- Acceptance criteria: Tyler Software is successfully installed and available to authorized users and City team members are trained on applicable system administration tasks.

### 5.3.9.2 Control Point 2-Assess & Define Stage Acceptance Criteria

- Tyler Software is Installed
- Fundamentals review is complete
- Required Form information identifying formats for each Form (e.g. Purchase Order, Paycheck, etc.) and Report complete and provided to Tyler
- Current/Future state analysis completed; Questionnaires delivered and reviewed
- Data conversion mapping and extractions completed and provided to Tyler

## 5.4 Build & Validate (Stage 3)

The objective of the 3-Build & Validate Stage is to prepare the software for use in accordance with the City's needs identified during the 2-Assess and Define Stage, preparing the City for 4-Final Testing and Training.

### 5.4.1 Configuration & Power User Training

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the 2-Assess and Define Stage. Tyler staff will train the City Power Users to prepare them for the validation of the software. The City collaborates with Tyler staff iteratively to validate software configuration.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

| STAGE 3 | Configuration & Power User Training | | | | | | | | | | | | | | | | | | | | |
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| | TYLER | | | | | | | | | CITY | | | | | | | | | | | |
| TASKS | Tyler Executive Manager | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Tyler Sales | City Executive Sponsor | City Steering Committee | City Project Manager | City Functional Leads | City Change Management Leads | City Power Users | City Department Heads | City End Users | City Technical Leads | City Project Toolset Coordinator | City Upgrade Coordinator |
| Perform configuration | | | A | R | | | | | | | | I | R | | I | | | | | |
| Power User Process and Validation training | | | A | R | | | | | | | | I | C | I | C | | | | I | |
| Validate configuration | | | I | C | | | | | | | | A | C | | R | | | C | | |



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## 5.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the City, the Tyler data conversion team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the City reviews specific data elements within the system and identifies and reports discrepancies in writing. Iteratively, Tyler collaborates with the City to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

| STAGE 3 | Data Conversion & Validation | | | | | | | | | | | | | | | | | | | | |
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| | TYLER | | | | | | | | | CITY | | | | | | | | | | | |
| TASKS | Tyler Executive Manager | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Tyler Sales | City Executive Sponsor | City Steering Committee | City Project Manager | City Functional Leads | City Change Management Leads | City Power Users | City Department Heads | City End Users | City Technical Leads | City Project Toolset Coordinator | City Upgrade Coordinator |
| Write and run data conversion program against Client data | | A | I | C | R | | | | | | | | | | | | | C | | |
| Complete initial review of data errors | | A | I | C | R | | | | | | | I | I | | | | | C | | |
| Review data conversion and submit needed corrections - Iterative | | | I | C | I | | | | | | | A | C | | R | | | C | | |
| Revise conversion program(s) to correct error(s) - Iterative | | A | I | C | R | | | | | | | I | I | | C | | | C | | |

## 5.4.3 Third Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the City tests each Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

| STAGE 3 | Standard Third Party Data Exchange Validation | | | | | | | | | | | | | | | | | | | | |
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| | TYLER | | | | | | | | | CITY | | | | | | | | | | | |
| TASKS | Tyler Executive Manager | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Tyler Sales | City Executive Sponsor | City Steering Committee | City Project Manager | City Functional Leads | City Change Management Leads | City Power Users | City Department Heads | City End Users | City Technical Leads | City Project Toolset Coordinator | City Upgrade Coordinator |
| Train Data Exchange(s) processing in Tyler Software | | | A | R | | | | | | | | C | I | I | I | | | C | I | |
| Coordinate Third Party Data Exchange activities | | | I | I | | | | | | | | A | C | | C | | | R | | |
| Test all Third Party Data Exchange(s) | | | I | C | | | | | | | | A | C | I | R | | | C | | |



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## 5.4.4 Modification Delivery & Validation, if contracted

Tyler delivers in Scope Modification to the City for preliminary testing. Final acceptance will occur during the 4-Final Testing and Training Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

| STAGE 3 | Modification Delivery & Validation, if contracted | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | TYLER | | | | | | | | | CITY | | | | | | | | | | | |
| TASKS | Tyler Executive Manager | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Tyler Sales | City Executive Sponsor | City Steering Committee | City Project Manager | City Functional Leads | City Change Management Leads | City Power Users | City Department Heads | City End Users | City Technical Leads | City Project Toolset Coordinator | City Upgrade Coordinator |
| Develop and deliver contracted custom program(s) | | A | I | C | I | | R | | | | | I | C | I | C | | | I | | C |
| Test contracted custom program(s) in isolated database | | | I | C | | | C | | | | | A | C | | R | | | C | | |
| Report discrepancies between specification and delivered contracted custom program(s) | | | I | I | | | I | | | | | A | R | | C | | | C | | |
| Make corrections to contracted custom program(s) as required | | A | I | C | I | | R | | | | | I | C | | C | | | I | | |



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## 5.4.5 Forms & Reports Validation

Tyler provides training on Forms/Reports and the City tests each Form/Report.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

| STAGE 3 | Forms & Reports Validation | | | | | | | | | | | | | | | | | | | | |
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| | TYLER | | | | | | | | | CITY | | | | | | | | | | | |
| TASKS | Tyler Executive Manager | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Tyler Sales | City Executive Sponsor | City Steering Committee | City Project Manager | City Functional Leads | City Change Management Leads | City Power Users | City Department Heads | City End Users | City Technical Leads | City Project Toolset Coordinator | City Upgrade Coordinator |
| Forms & Report Training | | | A | R | | | | | | | | I | C | | C | | | I | | |
| Test Forms & Reports | | | I | C | | C | | | | | | A | C | | R | | | C | | |



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## 5.4.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the 4-Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

### 5.4.6.1 Control Point 3-Build & Validate Stage Deliverables

- Initial data conversion
    - Objective: Convert Legacy System data into Tyler System.
    - Scope: Data conversion program complete; deliver converted data for review.
    - Acceptance criteria: Initial error log available for review.
- Data conversion verification document
    - Objective: Provide instructions to the City to verify converted data for accuracy.
    - Scope: Provide self-guided instructions to verify specific data components in Tyler System.
    - Acceptance criteria: The City acknowledges data conversion delivery; the City completes data issues log.
- Installation of Modifications on the City's server(s)
    - Objective: Deliver Modification(s) in Tyler Software.
    - Scope: Program for Modification is complete and available in Tyler Software, Modification testing.
    - Acceptance criteria: The City acknowledges Delivery of Modification(s) meeting objectives described in the City-signed specification.
- Forms & Reports Delivered
    - Objective: Provide Forms & Reports for review.
    - Scope: Installation of all Forms & Reports included in the Agreement.
    - Acceptance criteria: City acknowledges that Forms & Reports available in Tyler Software for testing in Stage 4.

### 5.4.6.2 Control Point 3-Build & Validate Stage Acceptance Criteria

- Application configuration completed
- Forms & Reports delivered and available for testing in Stage 4
- Data conversions (except final pass) delivered
- Third party Data Exchange training provided and tested
- Modifications delivered and available for testing in Stage 4
- The City and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4

## 5.5 Final Testing & Training (Stage 4)

During 4-Final Testing and Training, Tyler and the City create and review the final Production Cutover Plan deliverable. A critical Project success factor is the City understanding the importance of 4-Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

### 5.5.1 Cutover Planning

The City and Tyler Project Manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Plan to outline cutover tasks to help prepare the City for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

| STAGE 4 | Cutover Planning | | | | | | | | | | | | | | | | | | | |
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| | TYLER | | | | | | | | | CITY | | | | | | | | | | |
| TASKS | Tyler Executive Manager | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Tyler Sales | City Executive Sponsor | City Steering Committee | City Project Manager | City Functional Leads | City Change Management Leads | City Power Users | City Department Heads | City End Users | City Technical Leads | City Project Toolset Coordinator | City Upgrade Coordinator |
| Cutover Planning Session | | A | R | C | | | | | | | I | C | C | C | C | | | C | C | |
| Develop Production Cutover Plan | | A | R | C | | | | | | I | I | C | C | I | I | | | C | | |



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## 5.5.2 User Acceptance Testing (UAT)

The City performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan and Test Scripts for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

| STAGE 4 | User Acceptance Testing (UAT) | | | | | | | | | | | | | | | | | | | | |
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| | TYLER | | | | | | | | | CITY | | | | | | | | | | | |
| TASKS | Tyler Executive Manager | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Tyler Sales | City Executive Sponsor | City Steering Committee | City Project Manager | City Functional Leads | City Change Management Leads | City Power Users | City Department Heads | City End Users | City Technical Leads | City Project Toolset Coordinator | City Upgrade Coordinator |
| Create and Deliver Test Plan for User Acceptance Testing | | A | R | C | | | | | | | | I | I | | | | | | | |
| Deliver Test Script templates | | A | R | C | | | | | | | | I | I | | | | | | | |
| Finalize Test scripts | | | I | C | | | | | | | A | R | C | | C | | | | | |
| Perform User Acceptance Testing | | | I | C | | | | | | | A | R | C | C | C | I | I | C | I | |
| Accept custom program(s), if applicable | | | I | I | | | I | | | | A | R | C | I | C | | | C | | |
| Validate Report performance | | | I | C | | C | | | | | | A | C | | R | | | C | | |



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## 5.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler Software. Training focuses primarily on day-to-day City processes that will be delivered via group onsite training. Secondarily, auxiliary functions may be trained by webinar or eLearning.

Tyler provides one (1) occurrence of each scheduled End User training or implementation topic with up to ten to twelve users, or as otherwise mutually agreed. City users who attended the Tyler sessions may train any City users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

| **STAGE 4** | **End User Training** | | | | | | | | | | | | | | | | | | | | |
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| | TYLER | | | | | | | | | CITY | | | | | | | | | | | |
| TASKS | Tyler Executive Manager | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Tyler Sales | City Executive Sponsor | City Steering Committee | City Project Manager | City Functional Leads | City Change Management Leads | City Power Users | City Department Heads | City End Users | City Technical Leads | City Project Toolset Coordinator | City Upgrade Coordinator |
| Provide End User training sample materials | | | A | R | | | | | | | | I | I | | I | I | | I | I | |
| Finalize End User training materials | | | I | C | | | | | | | I | A | C | | R | I | | I | I | |
| Conduct End User training sessions | | | A | R | | | | | | | | C | I | | I | I | | I | I | |
| Conduct additional End User training sessions | | | I | | | | | | | | I | A | C | I | R | I | I | I | I | |

## 5.5.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the 5-Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

### 5.5.4.1 Control Point 4-Final Testing & Training Stage Deliverables

- Production Cutover Plan
    - Objective: Provide a detailed checklist outlining tasks necessary for Production Cutover.
    - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler System, and contingency plan for processing.
    - Acceptance criteria: City acknowledges the Plan delivery including definition of all pre-production tasks, assignment of owners and establishment of due dates.
- User Acceptance Test Plan
    - Objective: Provide test plan that describes the scope, approach, resources and schedule for testing activities.
    - Scope: Test plan documentation based on agreed-to phase goals and objectives from implementation management plan.
    - Acceptance criteria: City acknowledges that Test Plan has been provided for Phase.
- Test Scripts
    - Objective: Provide testing steps to guide users through testing business processes in Tyler Software.
    - Scope: Testing steps for Standard business processes.
    - Acceptance criteria: City acknowledges that Testing steps have been provided for Standard business processes.
- End User Training Materials
    - Objective: Provide sample end user training manuals based on prior implementations of City's identified de-centralized business processes.
    - Scope: Documents that may be edited to conform to City's planned End User Training goals and objectives.
    - Acceptance criteria: City acknowledges that End User Training Materials have been provided for decentralized business processes.

### 5.5.4.2 Control Point 4-Final Testing & Training Stage Acceptance Criteria

- Production Cutover Plan delivered and reviewed
- Modification(s) tested and accepted, if applicable
- Standard Third Party Data Exchange programs tested and accepted
- Forms & Reports tested and accepted
- User Acceptance Testing completed
- End User training completed

## 5.6 Production Cutover (Stage 5)

The City and Tyler resources complete tasks as outlined in the Production Cutover Plan and the City begins processing day-to-day business transactions in the Tyler Software. Following Production Cutover, the City transitions to the Tyler Support team for ongoing support of the Application.

### 5.6.1 Final Data Conversion

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The City may need to manually enter into the Tyler System any data added to the Legacy System after final data extract.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

| STAGE 5 | Final Data Conversion | | | | | | | | | | | | | | | | | | | | |
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| | TYLER | | | | | | | | | CITY | | | | | | | | | | | |
| TASKS | Tyler Executive Manager | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Tyler Sales | City Executive Sponsor | City Steering Committee | City Project Manager | City Functional Leads | City Change Management Leads | City Power Users | City Department Heads | City End Users | City Technical Leads | City Project Toolset Coordinator | City Upgrade Coordinator |
| Provide final data extract | | | C | | I | | | | | | I | A | C | I | I | I | I | R | | |
| Provide final extract balancing Reports | | | I | | I | | | | | | | A | C | | R | | | I | | |
| Convert and deliver final pass of data | | A | I | I | R | | | | | | | I | I | | I | | | C | | |
| Validate final pass of data | | | I | C | C | | | | | | I | A | C | | R | | | C | | |
| Load final conversion pass to Production environment | | | I | | I | | | | | | I | A | C | I | C | | | R | | |



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## 5.6.2 Production Processing & Assistance

Tyler staff collaborates with the City during Production Cutover activities. The City transitions to Tyler Software for day-to day business processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

| STAGE 5 | Production Processing & Assistance | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | TYLER | | | | | | | | | CITY | | | | | | | | | | | |
| TASKS | Tyler Executive Manager | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Tyler Sales | City Executive Sponsor | City Steering Committee | City Project Manager | City Functional Leads | City Change Management Leads | City Power Users | City Department Heads | City End Users | City Technical Leads | City Project Toolset Coordinator | City Upgrade Coordinator |
| Production processing | | | C | C | | | | | | I | I | A | R | I | R | R | R | R | I | I |
| Provide production assistance | | | A | R | | | | C | | | | I | C | C | C | C | C | C | | |



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## 5.6.3 Transition to Tyler Support

Tyler Project Manager(s) introduce the City to the Tyler Support team, who provides the City with day-to-day assistance following Production Cutover.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

| STAGE 5 | Transition to Tyler Support | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | TYLER | | | | | | | | | CITY | | | | | | | | | | | |
| TASKS | Tyler Executive Manager | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Tyler Sales | City Executive Sponsor | City Steering Committee | City Project Manager | City Functional Leads | City Change Management Leads | City Power Users | City Department Heads | City End Users | City Technical Leads | City Project Toolset Coordinator | City Upgrade Coordinator |
| Develop internal support plan | | | I | | | | | | | | A | R | C | C | C | C | | C | C | C |
| Conduct transfer to support meeting | A | I | C | | | | | R | | | | C | C | C | C | I | I | C | I | I |



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## 5.6.4 Schedule Post-production Services

Tyler provides post-production services. Prior to scheduling services, the Tyler Project Manager(s) collaborate with the City Project Manager(s) to identify needs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

| STAGE 5 | Schedule Post-production Services, if applicable | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | TYLER | | | | | | | | | CITY | | | | | | | | | | | |
| TASKS | Tyler Executive Manager | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Tyler Sales | City Executive Sponsor | City Steering Committee | City Project Manager | City Functional Leads | City Change Management Leads | City Power Users | City Department Heads | City End Users | City Technical Leads | City Project Toolset Coordinator | City Upgrade Coordinator |
| Identify topics for post-production services | | | C | C | | | | | | | | A | R | I | C | | | | I | |
| Schedule services for post-production topics | | A | R | I | | | | | | | | C | C | I | C | | | | I | |



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## 5.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the 6-Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

### 5.6.5.1 Control Point 5-Production Cutover Stage Deliverables

- Final data conversion, if applicable
    - Objective: Ensure (in Scope) accurate Legacy System data is available in Tyler Software in preparation for production processing.
    - Scope: Final passes of all conversions completed in this Phase.
    - Acceptance criteria: City acknowledges that accurate data is available in production environment.
- Support transition documents
    - Objective: Define strategy for on-going Tyler Support.
    - Scope: Define support strategy for day-to-day processing, conference call with the City Project Manager(s) and Tyler Support team, define roles and responsibilities, define methods for contacting Support.
    - Acceptance criteria: I City acknowledges receipt of tools to contact Support and understands proper support procedures.

### 5.6.5.2 Control Point 5-Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered
- Processing is being done in Tyler Software, production environment
- Transition to Tyler Support is completed
- Post-live services have been scheduled



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# 5.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The City moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

## 5.7.1 Close Phase/Project

The City and Tyler Project Manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler Project Manager(s) review the Project budget and status of each contract Deliverable with the City Project Manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

| STAGE 6 | Close Phase/Project | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | TYLER | | | | | | | | | CITY | | | | | | | | | | |
| TASKS | Tyler Executive Manager | Tyler Implementation Manager | Tyler Project Manager | Tyler Implementation Consultant | Tyler Data Conversion Experts | Tyler Forms & Reports Experts | Tyler Modification Programmers | Tyler Technical Support | Tyler Sales | City Executive Sponsor | City Steering Committee | City Project Manager | City Functional Leads | City Change Management Leads | City Power Users | City Department Heads | City End Users | City Technical Leads | City Project Toolset Coordinator | City Upgrade Coordinator |
| Review outstanding Project activities and document a "Post Go- Live Action Plan" | | A | R | C | | | | | | | | C | C | I | C | I | | C | | |
| Create Project/Phase reconciliation report | | A | R | C | | | | | | I | I | C | | | | | | | | |
| Review Project budget and status of contract Deliverables | | A | R | | | | | | | I | I | C | | | | | | | | |



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## 5.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

### 5.7.2.1 Control Point 6-Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
    - Objective: Provide comparison of contract Scope and Project budget.
    - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
    - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

### 5.7.2.2 Control Point 6-Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned
- Phase/final Project budget has been reconciled
- Tyler Deliverables for the Phase/Project are complete, and all critical Project items have been addressed



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# 6 *Glossary

| Word or Term | Definition |
|---|---|
| **Application** | A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user. |
| **Change Control** | A systematic approach for managing change governing how Change Requests will be received, assessed and acted on. While described in the Implementation Management Plan, the Change Control process allows for project questions and concerns to be identified and evaluated. Project Managers will attempt to resolve all items and will escalate to Executive Management should any items threaten Project Scope (cost, timeline, etc.) Change controls will be archived in the Change Register. |
| **Change Management** | An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one. |
| **Change Request** | A Form used as part of the Change Control process whereby changes in the Scope of Work, timeline, resources, and/or budget are revised and agreed upon by participating parties. |
| **Change Register** | Item log used for tracking Change Requests as identified and managed throughout the project. |
| **Consumables** | Items that are used recurrently, usually by Peripherals. Examples: paper stock or scanner cleaning kits. |
| **Control Point** | Occurring at the end of each Stage, the Control Point serves as a formal Client review point. Project progress cannot continue until the Client acknowledges the agreed upon Deliverables of the Stage have been met or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of the current Stage. |
| **Current / Future State Analysis** | |
| **Cutover** | The point when a Client begins using Tyler Software in Production. |
| **Data Exchange** | A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler Software. |
| **Data Exchange document** | Requirements document that defines needed attributes or characteristics for a custom interface, or data exchange. |
| **Data Conversion Specification** | A document outlining the standard data conversion input specification and addressing any pre-defined frequently asked questions and assumed roles and responsibilities. |
| **Data Mapping** | The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources. |

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| **Deliverable** | A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a Client (either internal or external) at a specific time. |
| **End User** | The person for whom the software is designed to use on a day-to-day basis. |
| **End User training materials** | A manageable package of training materials intended as reference or guide for education and knowledge transfer on decentralized processes. Project materials are customized based on samples provided by Tyler consultants. |
| **Forms** | A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens). |
| **Fundamentals materials** | When applicable, documentation that provides overview of application, module or feature functionality. The fundamentals materials are intended to provide additional references ahead of Assess & Define stage activities. |
| **Forms document** | Requirements document that defines needed attributes or characteristics for a custom form. |
| **Imports and Exports** | A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout. |
| **Interface** | A real-time or automated exchange of data between two (2) systems. |
| **Implementation Management Plan** | A series of worksheets that serve as the primary means for managing the Implementation. This deliverable includes a schedule recap, scope items recap (e.g. conversions, interfaces, modules/products, etc.), an Item Log, a Change Control Log, a Communications Plan, etc. |
| **Install** | References the initial Installation of software files on Client servers and preparing the software for use during configuration. The version currently available for general release will always be used during the initial Install. |
| **Legacy System** | The system from which a Client is converting. |
| **Modification** | Modification of software program package to provide individual client requirements documented within the Scope of the Agreement. |
| **Peripherals** | An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera. |
| **Phase** | A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler Project Manager or different individual assigned. |
| **Post Go-Live Action Plan** | Developed as part of phase or project closure activities, specific update to project schedule or implementation management plan to help guide tasks and activities required after initial production cutover. |

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| **Power User** | An experienced Client person or group who is (are) an expert(s) in the Client business processes, as well as knowledgeable in the requirements and acceptance criteria. |
| **Production Cutover Plan** | A document that tracks detailed steps, roles and responsibilities required for the successful transition from pre-Live to Live Production with the data and solution. |
| **Project** | The Project includes all implementation activity from 1-Initiate & Plan to 6-Phase/Project Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases. |
| **Project Plan** | The Project Plan serves as the master blueprint for the Project. As developed, the Project Schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan. |
| **Project Planning Meeting** | Occurs during the 1-Initiate & Plan Stage to coordinate with the Client Project Manager to discuss Scope, information needed for Project scheduling and resources. |
| **Questionnaire** | A document containing a list of questions to be answered by the Client for the purpose of gathering information needed by Tyler to complete the implementation. |
| **RACI** | A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC). |
| **Reports** | Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume. |
| **Reports document** | Requirements document that defines needed attributes or characteristics for a custom report. |
| **Scope** | Products and services that are included in the Agreement. |
| **Stage** | The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete. |
| **Stakeholder Presentation** | Representatives of the Tyler implementation team will meet with key Client representatives to present high level Project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation. |
| **Standard** | Included in the base software (out of the box) package. |
| **Statement of Work (SOW)** | This document, as defined in the Agreement. |
| **System Hardware Specifications** | System configuration and requirements documentation available on check.tylertech.com. |
| **Test Plan** | Describes the testing process. Includes "Test Cases" to guide the users through the testing process. Test cases are meant to be a baseline for core processes; the Client is expected to supplement with Client specific scenarios and processes. |

| | |
|---|---|
| **Test Scripts (and Test Script templates)** | Testing reference documents that provide step-by-step guidance on execution of test scenarios. |
| **Software Upgrade** | References the act of updating software files to a newer software release. |
| **Validation (or to validate)** | The process of testing and approving that a specific Deliverable, process, program or product is working as expected. |
| **Work Breakdown Structure (WBS)** | A hierarchical representation of a Project or Phase broken down into smaller, more manageable components. |

*Note: For all capitalized words contained in this Statement of Work, if they are not defined in this Glossary, the definition that applies is in the Agreement.

TO: Michelle Villanueva
Accountant, City of Newark

FROM: Brian Lynn
Corporate Attorney, Tyler Technologies Inc.

DATE: July 31, 2019

RE: New World License & Services Agreement

Please find enclosed two (2) original, partially-executed copies of the Agreement referenced above. If you would please have these signed at your earliest convenience and **email a fully-executed copy to me at my email address below**, it would be very much appreciated. Thank you very much, please let me know if you have any questions or concerns.

Sincerely,

Brian Lynn
Corporate Attorney
Tyler Technologies
1 Tyler Drive
Yarmouth, ME 04096

Phone: 800.772.2260 ext. 4066
Email: brian.lynn@tylertech.com

# STAFF REPORT

Item D. 10.

| | |
|---|---|
| **DATE** | 12/11/2025 |
| **TO** | Honorable Mayor and City Council Members |
| **FROM** | Art Interiano, Deputy Community Development Director |
| **SUBJECT** | Resolution of the City Council of the City of Newark Authorizing the City Manager to Execute the Fourth Amendment to the Contractual Services Agreement with Stantec Consulting Inc. to Provide Professional Environmental Services. |

## SUMMARY AND RECOMMENDATION

The Mowry Village project is currently under review for development entitlements from the City. A public hearing to consider the requested entitlements will be held by City Council under a separate item on the agenda for this meeting. An environmental analysis has been completed for the project as required by State CEQA guidelines. Since the environmental analysis is the applicant's responsibility to fund, a reimbursement agreement was established to cover the associated costs. Staff is requesting a fourth amendment to the contractual service agreement with Stantec Consulting Inc. be approved, which would complete the full scope of work outlined in the original contract services agreement. The amendment would increase the contract budget by $6,000.00. There is no cost to the City's General Fund associated with this request.

Staff recommends that the City Council authorize the City Manager to execute the fourth amendment to the contractual service agreement with Stantec Consulting Inc. to provide professional environmental services for the review of the Mowry Village project.

## BACKGROUND

The City is considering a development entitlement application submitted by The Mowry Project Owner LLC, the developer. The developer proposes to build 196 single-family homes and 31 affordable multifamily housing units on properties located west of the Silliman Center, on land currently occupied by Pick-N-Pull, an automobile dismantling and retail business, as well as vacant land (the "Project"). As part of the review of the development application, an Environmental Impact Report (EIR) was determined to be necessary. The assessment of environmental impacts requires specialized consultant services for preparing an EIR, in accordance with the requirements of the California Environmental Quality Act (CEQA).

## DISCUSSION/ANALYSIS

As part of reviewing the development application, it was determined that an Environmental Impact Report (EIR) is required. The assessment of environmental impacts needs specialized consulting services for preparing an EIR, in accordance with the requirements of the California Environmental Quality Act (CEQA). On June 10, 2021, the city approved a contract in the amount of $169,708.00 to hire Stantec Consulting Inc. to perform the necessary environmental analysis. Since then, several budget amendments have been made to the contract as the project continued its entitlement review process with the City.

On October 13, 2022, the City approved the first amendment to the contract. Given the history of the Area 3 & 4 Specific Plan and a determination that a comprehensive environmental analysis was needed, staff recommended completing an Environmental Impact Report (EIR) instead of the original approach of a Focused EIR, which would have limited the environmental review to specific topics. The first amendment change to the contract increased by $162,106.00. The second amendment, in the amount of $69,708.00, included additional requested services to Tasks 1, 2, and 3, generally providing more review time related to preparing responses to public comments, the draft Mitigation Monitoring and Reporting Program (MMRP), and additional time for project management. The third Amendment, in the amount of $135,000.00, was requested to review a project change that incorporated a new location for the main water line and added an affordable housing building to the project. The remaining contractual tasks associated with the contract primarily involve completing the remaining work related to public hearings. Given that the project review has taken longer than initially expected, which incurred additional project management costs, Stantec is requesting an additional $6,000.00 to complete final close-out tasks. The proposed contract amendment would adjust the not-to-exceed amount to increase from $542,072.00 to $548,072.00. There will be no City cost associated with this request.

Community Development staff is recommending that Stantec Consulting Services Inc. continue to perform the required services as described in the initial Contract Agreement (Exhibit A), including the request for additional services in the Fourth Amendment to Contractual Service Agreement (the “Agreement”) contained in Exhibit B of the Resolution.

## FISCAL IMPACT

There is no fiscal impact on the General Fund associated with this item. All costs associated with the Project, including the costs associated with Stantec Consulting Inc. related to the environmental analysis, are paid by the developer via a reimbursement account. The developer’s reimbursement account contains sufficient funds to cover this amendment, no budget adjustment is required.

## ENVIRONMENTAL/PLANNING COMMISSION REVIEW

A contract amendment is not considered a Project under CEQA. Therefore, no environmental review is required for this item.

## REVIEW AND APPROVAL

Prepared by - Art Interiano, Deputy Community Development Director
Reviewed by - Steven Turner, Community Development Director
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

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**Attachments**

Attachment 1 Mowry Village Original CSA

Draft Resolution for Stantec CSA

Resolution Exhibit A

C21025
R11209

**CONTRACTUAL SERVICES AGREEMENT**

**CONSULTANTS**

This Service Agreement (hereinafter "Agreement") is made and entered into this day of June 10, 2021 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and STANTEC CONSULTING SERVICES INC., a [Enter business type here] ("Consultant"), collectively the "Parties".

**W I T N E S S E T H:**

**WHEREAS**, City requested proposals to perform the services generally including preparation of an Environmental Impact Report consistent with California Environmental Quality Act statues for the Mowry Village Residential Project (the "Project"). The City expects that the Consultant and sub-consultants would peer review and assess adequacy of the previously prepared technical reports and Initial Study for use in preparing the EIR documents.

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

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

**NOW, THEREFORE**, the Parties hereto agree as follows:

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

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

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

3. **COMPENSATION.**

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

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of One Hundred and Sixty-Nine Thousand Seven Hundred and Eight Dollars ($169,708.00) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by City, evidenced in writing authorizing such additional amount.

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

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

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

8. **INFORMATION AND DOCUMENTATION.**

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

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

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

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

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

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

12. **RESERVED.**

13. **RESERVED.**

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

A. **Verification of Coverage.**

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

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

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

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

B. **Minimum Scope of Insurance.**

Coverage shall be at least as broad as:

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

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

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

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

C. **Minimum Limits of Insurance.**

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

Consultant shall maintain limits no less than:

| | |
|---|---|
| 1. General Liability: (including products and completed operations, property damage, bodily injury, and personal and advertising injury) | **$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 claim; $2,000,000 aggregate. |

**D. Deductibles and Self-Insured Retentions.**

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

**E. Claims Made Policies.**

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

**F. Wasting Policies.**

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

**G. Remedies.**

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

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

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

3. Terminate this Agreement.

**H. Acceptability of Insurers.**

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

Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

**I. Other Insurance Provisions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

sole active negligence or sole willful misconduct of an indemnified party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

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

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

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

**18. TERM/TERMINATION.**

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

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

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

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

| | |
|---|---|
| Stantec Consulting Services, Inc. | **CITY OF NEWARK** |
| Trevor Macenski<br>**Consultant** | STEVEN TURNER<br>**Administrator** |
| Address: Stantec<br>1340 Treat Boulevard<br>Suite 300<br>Walnut Creek, CA 94597 | City of Newark<br>Attn: Steven Turner<br>37101 Newark Boulevard<br>Newark, CA 94560 |

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

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

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

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

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

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

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

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

**29. ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the Parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings

regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

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

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

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

CITY OF NEWARK,
a municipal corporation

By _____
City of Newark

Date 6-17-21

Consultant Consulting Services, Inc.

By _____
Consultant

Date 5/28/2021

Trevor W. Macenski
Printed Name

Attest:
Sheila Harrington
City Clerk

Date 6/17/2021

Approved as to form:

_____
City Attorney

Date 6/16/2021

## EXHIBIT A

## *SCOPE OF SERVICES AND SCHEDULE*

### Consultant Tasks

The Consultant will be required to perform/deliver the following:

### Task 1. Review of Project Application Materials, Initial Study, and Peer Review of Technical Studies

Upon Project authorization, Consultant Principal in Charge Trevor and Project Manager Anna Radonich will meet in-person with the City to initiate the environmental review process. Lines of communication will be established, and the scope of work, schedule, and cost estimate will be reviewed and may be refined.

Consultant will prepare a draft Project Description for the City's review based on the information provided during Project initiation, comments received on the NOP, and conclusions reached in the Initial Study.

### Task 2. Notice of Preparation, AB 52 Consultation Outreach, Agency Consultation and Scoping Meeting

Consultant will prepare a draft Project Description for the City's review based on the information provided during Project initiation, comments received on the NOP, and conclusions reached in the Initial Study. In addition, Consultant understands that the City will require assistance with AB 52 consultation. Consultant staff will initiate consultation on behalf of the City and include the results in the EIR.

### Task 3. Prepare Administrative Draft EIR

Using the Project Description, Initial Study, technical studies, results of the public scoping process, and other sources, Consultant will prepare the Administrative Draft EIR consistent with the requirements of CEQA, relevant case law, and the specifications of the City. Each resource area subjected to detailed evaluation in the EIR shall include descriptions of the existing setting, thresholds of significance used to gauge the magnitude and intensity of impacts, and practicable measures to avoid or reduce potentially significant impacts. Pursuant to CEQA Guidelines Section 15126.6, Consultant will evaluate three alternatives to the Project. One alternative will be the CEQA-required "No-Project" alternative. The other two alternatives will be formulated in consultation with the City, and it is anticipated that at least one will consider reducing the Project intensity. Each alternative will be described in sufficient detail and evaluated against the Project to determine if it will have fewer, equivalent, or greater impacts. A matrix will be provided comparing each alternative's impacts on the various topical areas. The Alternatives section will also include a description of alternatives that were initially considered but ultimately rejected from further consideration.

**Task 4. Screencheck Draft EIR and Public Draft EIR**
This task assumes technical staff time to respond to comments on the Administrative Draft EIR as well as time for editing. Consultant will then prepare and reproduce a Screencheck Draft EIR for submittal to the City for review prior to distribution to the public. Once the Draft EIR is deemed acceptable for public distribution, Consultant will assist the City to upload the electronic copies of the Draft EIR, appendices, and forms (the NOC, Notice of Intent to Adopt [NOI], and Summary Form) via CEQAnet to the State Clearinghouse website to start the 45-day public review period. Consultant will provide an electronic copy and hardcopies to the City, and the City will be responsible for local distribution, noticing, and posting. Finally, this Scope of Work assumes that City staff will prepare and mail all notices associated with the Draft EIR to local agencies and interested parties.

**Task 5. Administrative Draft Final EIR, based on one set of consolidated City comments**
After the close of the 45-day public comment period, Consultant will prepare the Administrative Final EIR that would include, bracketed comment letters, response to comments, and Draft EIR errata (in strikeout- underline format). Consultant will prepare Master Responses to address multiple comments raising same concerns. The responses to comments will be prepared based on the CEQA Guidelines and the City's CEQA implementing procedures. Consultant assumes that no more than 25 individual responses to comments would be required, and any additional comments require more responses would be evaluated under a separate scope and fee.

**Task 6. Final EIR, Responses to Comments, MMRP, and Findings of Fact**
Consultant will revise the Administrative Final EIR by incorporating written responses to comments received from City staff yielding a Screencheck Final EIR for City review. The Final EIR shall comprise the Draft EIR, comments on the Draft EIR, and responses to all comments on the Draft EIR, including any necessary changes to the Draft EIR text. Submittal of the Final EIR shall be accompanied by submittal of the Final MMRP, as outlined below. Consultant will present the Final EIR and MMRP to the Planning Commission and City Council for certification at a public hearing. Once comments are received on the Screencheck Final EIR, Consultant will finalize and produce the Final EIR. Consultant will also prepare the Notice of Determination (NOD) for the Project, which the City will file within 5 business days of EIR certification.

**Task 7. Staff Meetings and Project Management**
Consultant's Project Manager and required key staff, depending on the meeting topic, will attend one-hour weekly team meetings for the duration of the Project, for up to 40 weeks. In addition to the scoping meeting, Consultant will present at one Planning Commission and one City Council meeting. Four in-person meetings are included as optional tasks.

**Assumptions**

- Consultant will be responsible for preparing all notices related to the state CEQA Guidelines for the preparation and public release of the EIR (i.e., NOP, NOA, NOC, and NOD).
- City will prepare and publish the NOP and NOA in the local newspaper.
- Consultant, with the assistance of City staff, will prepare noticing materials and/or public meeting materials in English related to the Environmental Review Process and environmental analysis in the EIR.

- Consultant anticipates one (1) round of review of the Peer Review technical studies.
- Consultant anticipates one (1) round of review of the Administrative Draft EIR and one (1) round of review of the Screencheck Draft EIR.
- Consultant anticipates one (1) round of review of the Administrative Draft Final EIR and one (1) round of review of the Screencheck Final EIR.
- Consultant's scope assumes that there will be no more than 25 individual comments to respond to in the Final EIR, and responses to additional comments would require supplemental scope.
- The City will provide one (1) set of consolidated and vetted comments on all draft documents to Consultant.
- Consultant will provide all documents to the City in electronic format (Microsoft Word and PDF), and hard copies.
- Should additional costs related to printing and of hard copies be realized, Consultant shall notify the City and request additional funds.
- Consultant will be responsible for submitting the electronic versions on the State Clearinghouse CEQA portal with assistance from the City.
- Optional attendance at four one-hour in-person meetings with City staff.
- Weekly one-hour meetings for the duration of the EIR for approximately 40 weeks to discuss work progress/review of draft documents, with one or two key staff members, depending on topic.
- Attendance of one community scoping meeting
- Attendance at one Planning Commission meeting and one City Council meeting
- Consultant will be responsible for distribution of public review documents.
- An internal review and comment period will be conducted by the Project team for each document submitted to the City.
- The Agreement scope of work may be adjusted, subject to the Agreement, based on the City's review of the Applicant's project, review of NOP comments, necessity for additional technical analysis to conform with CEQA statutes, or other work mutually agreeable to the City and Consultant.
- The schedule for completing this Scope of Service is provided in Table 1: Schedule.

## Table 1: Schedule

| | |
|---|---|
| Contract Awarded; Project Initiation Meeting; Receipt of Approved Project Plans, and all Background Information | Week 1 |
| Conduct Peer Review of Technical Studies and Initial Study | Week 2 |
| Draft Project Description for City Review | Week 4* |
| Receive Comments from the City | Week 5 |
| Submit Revised Initial Study and NOP for City Review | Week 7 |
| Receive Comments from the City | Week 9 |
| Issue NOP for 30-day review period** | Week 10* |
| *Notice to Tribes 30 Days to Request Consultation* | Week 11 |
| EIR Scoping Meeting | Week 13 |
| NOP (Comment Period) and AB 52 (Request Consultation Period) Ends | Week 17 |
| *City begin Consultation 30 Days after Tribes request to consult (City-action)* | Week 17 |
| Submit Admin Draft EIR to the City** | Week 20 |
| Receive City Comments on Admin Draft EIR (Stantec to attend up to one working meeting with City to review comments) | Week 22 |
| Submit Revised "Screencheck" Draft EIR to City | Week 23* |
| Receive Comments from the City | Week 24 |
| Distribute Draft EIR for Public Review** (45-days) | Week 26 |
| End of Public Review Period | Week 33 |
| Submit Admin Final EIR, Responses to Comments and Admin Draft MMRP to City | Week 35 |
| Receive Comments on Admin Final EIR, and Admin Draft MMRP to City | Week 37 |
| Submit Final EIR, Final MMRP, and Draft Findings and Statement of Overriding Considerations to City (if warranted) | Week 38 |
| Submit Final Findings and Statement of Overriding Considerations to City | Week 40 |
| Public Hearings (Planning Commission) | To be Determined |
| Public Hearings (City Council)** | To be Determined |

Notes:

* Identifies critical path scheduling item.

**identifies a milestone event.

## EXHIBIT B

### *PAYMENT*

Table 1, Agreement Budget, includes detailed costs based on Task 1 through Task 7, broken down by hourly staffing levels and inclusive of all changes associated with the Project. Charges for all professional, technical, and administrative staff directly charging time to the Project will be calculated and billed on the basis of Table 2, Consultant's 2021 Master Environmental Services Schedule. In summary, total labor costs associated with this scope of work are $162,708, inclusive of the optional meeting tasks. Direct costs are estimated at $7,000. As such, the total budget for this scope of work is $169,708.

# Table 1: Agreement Budget

| | | STANTEC LABOR HOURS | | | | | | | | | | | | BUDGET | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Title | Principal | Technical Lead | Project Mgr | Senior AQ and Tech | QA/QC - Enviro Tech | Senior CEQA Staff | AQ Staff | Traffic Staff | CEQA Staff | CEQA Assoc/GIS | Admin | Total Hours | STANTEC Labor | Directs | Total |
| | Hourly Rate | 17 $241 | 16 $234 | 14 $200 | 13 $190 | 12 $181 | 11 $172 | 10 $158 | 7 $138 | 6 $131 | 5 $127 | 5 $127 | | | | |
| Task 1 | Review of Project Materials and Initial Study | 2 | | | | 8 | 12 | | | | | 8 | 30 | $ 5,010 | | $ 5,010 |
| | Peer Review of Technical Studies | 4 | 16 | 6 | 6 | 6 | 8 | | 6 | | | | 52 | $ 10,338 | | $ 10,338 |
| Task 2 | NOP, AB 52 Notifications, Consultation | 2 | 4 | 4 | 4 | 4 | 12 | | | 12 | | 8 | 50 | $ 8,354 | $ 500 | $ 8,854 |
| | Scoping Meeting (may be in-person) | 4 | | 8 | | | 8 | | | 16 | 8 | 8 | 52 | $ 8,068 | $ 1,000 | $ 9,068 |
| Task 3 | Administrative Draft EIR | 8 | 8 | 40 | 20 | 20 | 40 | 20 | 24 | 80 | 20 | 8 | 288 | $ 46,608 | $ 1,000 | $ 47,608 |
| Task 4 | Screencheck and Public Draft EIR | 4 | 4 | 20 | 10 | 8 | 20 | 8 | 8 | 40 | 8 | 8 | 136 | $ 22,328 | $ 2,000 | $ 24,328 |
| Task 5 | Administrative Draft Final EIR | 4 | 4 | 8 | 4 | 10 | 12 | 4 | 4 | 30 | 8 | 8 | 96 | $ 15,280 | $ 500 | $ 15,780 |
| Task 6 | Final EIR, RTC, MMRP, Findings | 4 | | 8 | | 8 | 12 | | | 20 | 4 | 4 | 60 | $ 9,712 | $ 1,000 | $ 10,712 |
| Task 7 | Staff Meetings and Project Management | 40 | | 20 | 20 | 50 | 20 | | | 20 | | | 170 | $ 32,550 | $ 500 | $ 33,050 |
| Optional | In-Person Meetings x 4 | 4 | | 4 | 4 | 4 | 4 | | | 4 | | | 24 | $ 4,460 | $ 500 | $ 4,960 |
| | | | | | | | | | | | | | 0 | $ - | | $ - |
| | | | | | | | | | | | | | 0 | $ - | | $ - |
| | STANTEC Total Hours | 76 | 36 | 118 | 68 | 116 | 148 | 32 | 42 | 222 | 48 | 52 | 960 | | | |
| | STANTEC Total Costs | $ 18,316 | $ 8,424 | $ 23,600 | $ 12,920 | $ 21,358 | $ 25,456 | $ 5,056 | $ 5,796 | $ 29,082 | $ 6,096 | $ 6,604 | | $ 162,708 | $ 7,000 | $ 169,708 |
| | | | | | | | | | | | | | | | Sub Total | $ 169,708 |
| | | | | | | | | | | | | | | GRAND TOTAL | | $ 169,708 |

## Table 2: Consultant's 2021 Master Environmental Services Schedule

| BILLING LEVEL | HOURLY RATE | DESCRIPTION |
|---|---|---|
| 3<br>4<br>5 | $101<br>$112<br>$127 | **Junior Level Position**<br>• Works under the supervision of a senior professional<br>• Independently carries out assignments of limited scope using standard procedures, methods and techniques<br>• Assists senior staff in carrying out more advanced procedures<br>• Completed work is reviewed for feasibility and soundness of judgment<br>• Graduate from an appropriate post-secondary program or equivalent<br>• Generally, less than four years' experience |
| 6<br>7<br>8 | $131<br>$138<br>$148 | **Fully Qualified Professional Position**<br>• Carries out assignments requiring general familiarity within a broad field of the respective profession<br>• Makes decisions by using a combination of standard methods and techniques<br>• Actively participates in planning to ensure the achievement of objectives<br>• Works independently to interpret information and resolve difficulties<br>• Graduate from an appropriate post-secondary program, with credentials or equivalent<br>• Generally, three to six years' experience |
| 9<br>10<br>11 | $153<br>$158<br>$172 | **First Level Supervisor or First Complete Level of Specialization**<br>• Provides applied professional knowledge and initiative in planning and coordinating work programs<br>• Adapts established guidelines as necessary to address unusual issues<br>• Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment<br>• Graduate from an appropriate post-secondary program, with credentials or equivalent<br>• Generally, five to nine years' experience |
| 12<br>13<br>14 | $181<br>$190<br>$200 | **Highly Specialized Technical Professional or Supervisor of Groups of Professionals**<br>• Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise<br>• Participates in short and long range planning to ensure the achievement of objectives<br>• Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures<br>• Reviews and evaluates technical work<br>• Graduate from an appropriate post-secondary program, with credentials or equivalent<br>• Generally, ten to fifteen years' experience with extensive, broad experience |
| 15<br>16<br>17 | $212<br>$234<br>$241 | **Senior Level Consultant or Management**<br>• Recognized as an authority in a specific field with qualifications of significant value<br>• Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise<br>• Independently conceives programs and problems for investigation<br>• Participates in discussions to ensure the achievement of program and/or project objectives<br>• Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects<br>• Graduate from an appropriate post-secondary program, with credentials or equivalent<br>• Generally, more than twelve years' experience with extensive experience |

| | | |
|---|---|---|
| 18<br>19<br>20<br>21 | $246<br>$256<br>$265<br>$282 | **Senior Level Management Under Review by Vice President or Higher**<br>• Recognized as an authority in a specific field with qualifications of significant value<br>• Responsible for long range planning within a specific area of practice or region<br>• Makes decisions which are far reaching and limited only by objectives and policies of the organization<br>• Plans/approves projects requiring significant human resources or capital investment<br>• Graduate from an appropriate post-secondary program, with credentials or equivalent<br>• Generally, fifteen years' experience with extensive professional and management experience |

**EXHIBIT C**

***QUALIFICATIONS***

[Stantec- Please add a brief, general overview of the company's qualifications that relate to the Scope of Work. OK to add resumes of Principal-in-Charge and Project Manager]

Stantec

**Stantec Consulting Services, Inc.**
1340 Treat Boulevard, Suite 300, Walnut Creek, California 94597

# Exhibit C: Qualifications

## General Qualifications

Stantec's role would be to assist the City of Newark (City) in preparing the Environmental Impact Report (EIR) that complies with California Environmental Quality Act (CEQA) in the most time-efficient, technically sound, and cost-effective manner possible. Our local strength, knowledge, and relationships, coupled with our world-class expertise, have allowed us to go anywhere to meet our clients' needs in more creative and personalized ways. Stantec has the unique ability to connect to projects on a personal level and advance the quality of life in the communities that we partner with. Stantec's team has experience working together on a number of similar projects to provide high quality and legally defensible CEQA documentation, technical studies on all impact topics, environmental permitting (including agency consultation), and planning and entitlement assistance, even acting as extension to staff to facilitate approvals for project plans/designs and communicating/presenting to the public. We collaborate across disciplines and industries to bring buildings, energy and resource, environmental, water, and infrastructure projects to life. We have a long-term commitment to the people and places that we serve. With more than 3,000 environmental staff globally, we are a knowledge-based organization, and our employees are passionate about their work. Our California Planning and Environmental Services team produces documents that accurately gauge and disclose risk while reducing risk to people and the environment. We specialize in helping you prepare the necessary documents to comply with state and federal environmental review laws and associated policies, rules, executive orders, and other applicable criteria that are legally defensible. Collectively, we have extensive experience delivering EIRs for controversial projects and have a deep understanding of all the intricate steps required to do so successfully for the City.

## Qualifications of Project Management Team

**Trevor Macenski – Principal-in-Charge:** Trevor leads Stantec's national Environmental Impact Assessment practice and brings a creative, problem-solving approach to his role as a liaison between the various participants in the planning, permitting, and project development process, including project sponsors, engineers, attorneys, lead and responsible agencies, and concerned community groups. Trevor has consulted multiple cities in the Bay Area on infill projects implementing the current CEQA streamlining provisions under SB 375 and SB 226. He is an experienced environmental impact assessment practitioner, a skilled public presenter, and an educator in the environmental field. Trevor has worked on over 100 CEQA documents, including more than 25 EIRs that have been litigated, and has two published CEQA court cases to his name without a single document having been overturned. Trevor is also a City Council Member for the City of Benicia and was previously on the Planning Commission and Historic Preservation and Design Review Commission for the City of Benicia. He understands the municipal planning process and is sensitive to community concerns.

**Anna Radonich –Project Manager:** Anna manages Stantec project teams, and she contributes analytical work products documenting CEQA compliance for agency decisions related to urban development, redevelopment, and infill projects. As an experienced urban and environmental planner with 16 years of professional experience, she synthesizes, reformats, and adapts knowledge generated by Stantec investigations for the specific needs of cities' planning and CEQA compliance efforts in processing planning applications for mixed-use developments, in-fill projects, and commercial projects within the community. Anna has experience in environmental compliance strategies for land use and local development projects in both the public and private sectors. She has experience coordinating regulatory

review and compliance, including facilitating public engagement, participating in regulator proceedings, and tracking compliance requirements. Anna is also a Planning Commissioner for the City of Lafayette.

## Experience Providing Similar Services

The following are examples of a few of Stantec's recent relevant project experiences.

**Caritas Village Project EIR, Santa Rosa, California:** Stantec assisted the City of Santa Rosa with CEQA compliance for a comprehensive homeless services and emergency housing shelter and affordable housing project.

**City of Vacaville On-Call Environmental and Planning Services Contract, Vacaville, California:** Stantec has provided environmental services to the City of Vacaville for the past five years under the On-Call Contract and has successfully completed six CEQA documents related to redevelopment and infill development.

**469 Stevenson Street Mixed-Use Affordable Project EIR, San Francisco, California**: Working with the City and County of San Francisco, Stantec prepared the CEQA documentation for a proposed 28-story, 495 dwelling units, mixed-use affordable housing project in San Francisco.

**Midway Village Affordable Redevelopment Project SCEA, Daly City, California:** Stantec assisted the City of Daly City with CEQA and National Environmental Protection Act (NEPA) compliance for the Midway Village Redevelopment Project on approximately 11 acres.

**City of Vallejo On-Call Environmental and Planning Services Contract, Vallejo, California:** Stantec has provided planning services to the City of Vallejo over the past three years under the planning on-call contract supporting development projects. In the past three years, our team has successfully completed 11 CEQA documents related to redevelopment and infill development.

**City of Redwood City On-Call Environmental and Planning Services Contract, Redwood City, California:** Stantec has provided environmental services to the City of Redwood City for the past five years under the On-Call Contract and has successfully completed three CEQA documents related to redevelopment and infill development.

# Trevor Macenski

PRINCIPAL-IN-CHARGE

## EDUCATION

- MS, Environmental Science and Policy, The John Hopkins University, Baltimore, Maryland
- BS, Environmental Policy Analysis and Planning, University of California, Davis

## CERTIFICATIONS & TRAINING

- Wetland Delineator Certification Program, Wetland Training Institute, Rocklin, California
- Watershed Management, US Environmental Protection Agency, Sacramento, California
- Air Pollution Training Institute(APTI), US Environmental Protection Agency, Sacramento, California
- CEQA Advanced Workshop Series, Association of Environmental Professionals, Sacramento, California
- Hazardous Waste Operations, Network Environmental

## MEMBERSHIPS

- Past Director - Superior and Bay Area Chapters, Association of Environmental Professionals

Trevor leads Stantec's national Environmental Impact Assessment practice and brings a creative, problem-solving approach to his role as a liaison between the various participants in the planning, permitting, and project development process, including project sponsors, engineers, attorneys, lead and responsible agencies, and concerned community groups. Trevor has consulted various cities in the Bay Area on infill projects implementing the current CEQA Streamlining provisions under Senate Bill (SB) 375 and SB 226. He is an experienced environmental impact assessment practitioner, a skilled public presenter, and educator in the environmental field. He has experience coordinating all phases of regulatory review and compliance, including preparing permit applications, facilitating public engagement, participating in hearings and regulatory proceedings, and tracking compliance requirements. Trevor has worked on over 100 CEQA documents, including more than 25 EIRs that have been litigated and has two published CEQA court cases to his name without a single document having been overturned. Trevor brings a creative, problem-solving approach to his role as a liaison between the various participants in the planning and project development process, including the project sponsors, engineers, attorneys, lead and responsible agencies, and concerned community groups. Trevor is also adjunct faculty at the University of California, Davis where he teaches Environmental Impact Assessment methodologies and is a Planning Commissioner for the City of Benicia.

## SELECT RELEVANT PROJECTS

- 1100 El Camino Real Redevelopment Project SCEA | Millbrae
- 1180 Main Street Office Redevelopment Project | Redwood City
- 148 Peabody Road Apartments Infill Class 32 Exemption | Vacaville
- 3575 Mendocino Avenue Project SCEA and EA | Santa Rosa
- 469 Stevenson Street Mixed-Use Infill Project EIR | San Francisco
- 6501 Shattuck Avenue Mixed-Use Project | Oakland
- Ashton Place Unit 3 Infill Project | Vacaville
- Borges Ranch Hillside and Greenfield Project IS/MND | Vallejo
- Caritas Village Project EIR | Santa Rosa (AEP Award)
- Central North/ Central South Waterfront Contract Planning Services | Vallejo
- Comfort Suites Infill Project IS/MND | San Jose
- Destination Sacramento Program CEQA Addendum Infill Project | Sacramento
- East Main District Redevelopment and Infill Project | Vacaville
- Holliday Development Vallejo Station Mixed-Use Class 32 Exemption | Vallejo
- International Boulevard Senior Apartments Infill Project | Oakland
- Mare Island Contract Planning Services | Vallejo
- Moffett Federal Airfield | Sunnyvale and Mountain View
- North McKay Ranch Subdivision Greenfield Project EIR | Humboldt County
- North Village Specific Plan Planning Study and Supplemental EIR | Vacaville
- Northern Waterfront Contract Planning Services | Vallejo
- Solano 360 Specific Plan EIR | Solano County

# Anna M. Radonich

PROJECT MANAGER

## EDUCATION

- BS, Environmental Economics and Policy, University of California, Berkeley, California, 2001

## MEMBERSHIPS

- Association of Environmental Professionals

As an experienced environmental planner with 18 years of professional experience, Ms. Radonich synthesizes, reformats, and adapts knowledge generated by Stantec investigations for the specific needs of cities' planning and CEQA/NEPA compliance efforts for planning applications for infill projects, affordable housing projects, mixed-use and residential housing projects, and city-sponsored infrastructure projects within the community. Her experience includes CEQA and NEPA, land use, and entitlement processing.

## SELECT RELEVANT PROJECTS

- 1100 El Camino Real Redevelopment Project SCEA | Millbrae
- 1180 Main Street Office Redevelopment Project | Redwood City
- 148 Peabody Road Apartments Infill Class 32 Exemption I Vacaville
- 3575 Mendocino Avenue Infill and Redevelopment Project SCEA and EA I Santa Rosa
- 469 Stevenson Street Mixed-Use Infill Project EIR | San Francisco
- Midway Village Affordable Housing Redevelopment Project SCEA and EA | Daly City
- Brunswick Affordable Senior Housing Project SCEA | Daly City
- 6501 Shattuck Avenue Mixed-Use Project | Oakland
- Ashton Place Unit 3 Infill Project I Vacaville
- Aspire ERES Oakland Charter School Infill Project | Oakland (AEP Award)
- Borges Ranch Hillside and Greenfield Project ISMND | Vallejo
- Central North/ Central South Waterfront Contract Planning Services | Vallejo
- Crocker Drive Waterline Extension Infrastructure project I Vacaville
- Drake's Point Radio Tower Project I Vacaville
- East Main District Redevelopment and Infill Project I Vacaville
- Ferry Terminal Parking Garage Expansion Project CEQA Addendum | Vallejo
- Holliday Development Vallejo Station Mixed-Use Class 32 Exemption | Vallejo
- Home 2 Suites Hotel Infill Project I Vacaville
- International Boulevard Senior Apartments Infill Project | Oakland
- La Quinta Hotel Infill Project ISMND I Vallejo
- LDK Warehouse Greenfield Project I Vacaville
- LDK Parking Lot Expansion Categorical Expansion I Vacaville
- North Village Specific Plan Amendment EIR I Vacaville
- Peabody Road Bridge Replacement and Creek Restoration Project | Vacaville
- Six Flags Discovery Kingdom Batman Ride Infill Project ISMND | Vallejo
- Touro University Student Housing Redevelopment Supplemental EIR | Vallejo

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE THE FOURTH AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES INC. TO PROVIDE PROFESSIONAL ENVIRONMENTAL SERVICES

WHEREAS, On June 10, 2021 (Resolution 11209), the City of Newark awarded a Contractual Services Agreement (the "Agreement") to Stantec Consulting Services Inc. (the "Consultant") to provide professional environmental services; and

WHEREAS, On October 13, 2022 the City approved the first amendment to the contract services agreement with Stant increased the not to exceed amount from $169,708 to $331,814 for additional services; and

WHEREAS, On October 26, 2023 the City approved the second amendment to the contract services agreement with Stantec increased the not to exceed amount from $331,814 to $401,072 for additional services; and

WHEREAS, On May 9, 2024 the City approved the third amendment to the contract services agreement with Stantec increased the not to exceed amount from $401,072 to $542,072 for additional services; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Manager is hereby authorized to execute the fourth amendment to the Contractual Services Agreement with Stantec Consulting Services Inc., in a form approved by the City Attorney, to provide technical assistance by individuals possessing experience consistent with minimum qualifications provided by the City and to increase the not to exceed amount of the Agreement by $6,000 for a total not to exceed amount of $548,072.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to take all other actions consistent with this Resolution, including any necessary revisions to the scope of work for the Agreement, in a form approved by the City Attorney, that are within the total not to exceed amount of $548,072.

# Exhibit A

Stantec

## AUTHORIZATION FOR ADDITIONAL SERVICES

| | | | |
|---|---|---|---|
| | | Date | 3 November 2025 |
| "Stantec" | Stantec Consulting Services Inc. | Stantec Project #<br>Stantec Pipeline # | Stantec Proj. No. 185705508<br>825195 |
| | 2999 Oak Road, Suite 800, Walnut Creek, CA 94597<br>Ph: (925) 285-6541<br>email: anna.radonich@stantec.com | | |
| Client | CIty of Newark | Client Project # | N/A. |
| | 337101 Newark Blvd, Newark, CA 94560<br>Ph: (510) 578-4331<br>email: art.interiano@newark.org | | |
| Project Name and Location: | Mowry Village Project | Change Order # | Change Order No. 5 |

This is authorization for Stantec to perform additional services on the project as noted above.

A. Stantec agrees to perform the following additional service(s):

Stantec Consulting Services Inc. (Stantec) is providing the following scope of work for continued support and preparation of the Environmental Impact Report (EIR) for the Mowry Village Project (Project).

The Mowry Village Project EIR (2023 EIR) (State Clearinghouse No. 2021110436) Draft EIR was previously circulated from August 2, 2023 to September 18, 2023, and is scheduled to be recommended for certification by the Newark Planning Commission in November 2025 and certified by the Newark City Council in December 2025. At the request of the City, Stantec has prepared this proposal to support City Staff in preparation of the Findings of Fact for the Project and continued project management support and response to agency and public comments received on the Project following publication of the Planning Commission staff report in October 2025.

Stantec's existing scope of work is outlined in the fully executed June 10, 2021 executed agreement between Stantec and the City (contract value: $169,708), Change Order 1 executed on November 1, 2022 (additional budget: $162,106), Change Order 2 executed on August 9, 2023 (additional budget: $5,500), Change Order 3 executed on November 14, 2023 (additional budget: $69,758), Change Order 4 executed on May 20, 2024, for a total contract budget of $542,072. Under this proposed Change Order 5, Stantec is requesting an additional $6,000 to prepare the Findings of Fact, agency comment responses, and continued project management. Upon execution of this proposed $6,000 Change Order 5, the total Mowry Village Project contract value would be $548,072.

# Scope of Work

### Task 400.005: Project Management and Meetings *($6,000 budget augment request)*

Members of Stantec's Project Management Team will attend up to 6 Project check-in meetings to discuss comments received on the Project following publication of the October 2025 Staff Report. Stantec will work with the City to provide written and oral responses to agency and public comments received after publication of the October 2025 Staff Report. This scope assumes responses to no more than 12 individual comments. Regular email communications and status updates involving the Stantec Project Manager and City staff, either by virtual conference call or email, are anticipated throughout attendance at the December 2025 City Council hearing. This task also consists of the ongoing management activities that ensure Stantec's ability to keep the project running smoothly on time, and within budget, as outlined in the original contract. It is assumed all other Project meetings, Project check-ins, and document review meetings will be virtual. Additionally, Stantec will prepare the Draft Findings of Fact document for the Project for City review and finalization. This scope assumes two rounds of city comments on the Draft Findings of Fact document. Stantec will prepare written findings for each significant effect identified in the EIR as a separate document, pursuant to CEQA Guidelines Section 15091.

B. Client agrees to compensate Stantec for such additional services in accordance with the terms of the initial agreement for additional amount(s) stated below:

The time and materials fee for providing the additional scope of work described herein is **$6,000**.

Note that Stantec's $6,000 fee does not include any additional City of Newark staff administrative fees that may be applicable to the Applicant. This change order does not account for any scope or fees associated with an appeal should the Project be appealed following the second public hearing outlined in the original Project contract executed June 10, 2021.

Below is a summary of the original contract budget, Change Order 1 budget, Change Order 2 budget, Change Order 3 budget, Change Order 4 budget, all fully executed, as well as this proposed Change Order 5 budget.

| Contract | Contract Execution Date | Contract Amount |
|---|---|---|
| Original Mowry Village Project Contract | June 10, 2021 | $169,708 |
| Change Order 1 | November 1, 2022 | $162,106 |
| Change Order 2 | August 9, 2023 | $5,500 |
| Change Order 3 | November 14, 2023 | $69,758 |
| Change Order 4 | May 20, 2024 | $135,000 |
| | Existing Total Contract Budget | $542,072 |
| | ***Proposed Change Order 5 (November 3, 2025)*** | ***$6,000*** |
| | **Total Contract Budget** | **$548,072** |

C. All other terms and conditions of the original agreement shall remain in full force and effect.

Effect on Schedule: Stantec is available to begin work described herein immediately upon execution of this change order. Stantec will maintain a detailed working Project schedule with the City.

By signing below, the parties agree and affirm that each has reviewed and understands the provisions set out above and that each party shall be bound by each and all of said provisions. A copy of this agreement shall serve and may be relied upon as an original.

**Stantec Consulting Services Inc.**

Print Name and Title

Signature

Date Signed:

Print Name and Title

Signature

Date Signed:

**CIty of Newark**

Print Name and Title

Signature

Date Signed:

Print Name and Title

Signature

Date Signed:

# STAFF REPORT

Item E. 1.

| | |
|---|---|
| **DATE** | 12/11/2025 |
| **TO** | Honorable Mayor and City Council Members |
| **FROM** | Art Interiano, Deputy Community Development Director |
| **SUBJECT** | Hearing to consider the Mowry Village project entitlements including the following actions to approve: (1) Resolution for revision of the Area 3 and 4 Specific Plan, (2) Resolution for revision of the General Plan land use for a .84 acre portion of project site from Low Density Residential to High Density Residential, (3) Ordinance to rezone project site from Park to Residential Low Density, (28.26 Acre) and Residential High Density (.84 Acre), (4) Ordinance establishing a Planned Development Overlay District, (5) Resolution for Design Review, (6) Resolution for Vesting Tentative Map (8517), (7) Resolution for Alternate Means of Compliance, (8) Resolution for Density Bonus, and (9) Resolution certifying the Final Environmental Impact Report (SCN 2021110436) for the Mowry Village residential subdivision project generally located at 7400 & 7550 Mowry Avenue, consisting of APN's 537-0850-001-11, 537-0850-001-13, and 537-0850-002-00. |

## SUMMARY AND RECOMMENDATION

The Mowry Project Owner, LLC (applicant) has submitted an application for a 196 unit single-family dwelling subdivision and 31 unit (1-manager unit) affordable housing building ("project") on an approximately 29-acre site located at 7400 & 7550 Mowry Avenue. The project would replace an existing business known as Pick N' Pull, an auto dismantling yard. The applicant is requesting various entitlements to approve their project. In order to consider this project for approval, the City must first evaluate the environmental impact of the project per CEQA guidelines. Subsequently, the City will need to make findings that the project can be approved for a General Plan Amendment, Specific Plan Amendment, Rezoning, Planned Development Overlay District, Design Review, Alternate Means of Compliance, Density Bonus and a Vesting Tentative Map to be consistent with the City's regulations.

As part of the City's review of the project, an Environmental Impact Report (EIR) was conducted to determine what impact this project would have on the existing environment, as required by the California Environmental Quality Act (CEQA). The EIR analysis was based on 20 environmental resource areas that could be potentially impacted. The EIR concluded that the project would create one significant unavoidable impact. The unavoidable significant impact was identified as part of the project's traffic analysis. Per the Traffic resource section, it was concluded that the Vehicle Miles Traveled (VMT) threshold applicable to this project had been exceeded and that no mitigation measures were available to reduce the traffic impacts to less than significant while meeting the project's objectives.

If the City Council accepts the conclusion of the Final Environmental Impact Report (FEIR), it shall also consider approving a Statement of Overriding Considerations (SOC). The SOC establishes that the project's economic, legal, social, technological or other benefits outweigh the unavoidable significant environmental impacts identified in the EIR.

If the City Council subsequently determines that the FEIR is acceptable, it may proceed to evaluate the project's required entitlements, which are described below.

The project is located in the Area 3 & 4 Specific Plan which lists the subject site, located in Sub Area D, as designated for Golf/Recreation. Therefore, the applicant seeks an amendment to allow the proposed project to allow residential uses in Sub Area D under the Area 3 & 4 Specific Plan. In addition, changes to the Specific Plan are required to allow the development standards and densities proposed by the project.

The General Plan for the project site designates it as Low-Density Residential land use. However, since the Specific Plan envisioned the site as a golf course or recreational use, the property has remained zoned as Park. The applicant seeks an amendment to the City's General Plan Land Use Map, Area 3 & 4 Specific Plan & Official

Zoning Map to allow residential uses (single-family & multifamily).

Lastly, per the overall project design, a Planned Development Overlay District (PD), Design Review, Vesting Tentative Map, Waterline Easement Agreement and Community Benefits Agreement shall also be considered. These entitlements are requested to allow greater flexibility in the development's design, review the project's architectural features, provide additional community benefits, and finally approve the project's site layout per the City's Subdivision Ordinance.

Staff recommends that the City Council approve the Mowry Village project by approving the following entitlement actions:

1. A Resolution to approve Certification of the Final Environmental Impact Report (FEIR), A Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program

2. A Resolution to approve the following project entitlements:
a. Amendment to the General Plan Land Use Diagram (Figure LU-1)
b. Amendment to the Area 3 & 4 Specific Plan
c. Design Review
d. Alternate Means of Compliance
e. Density Bonus Waivers
f. Vesting Tentative Map #8517

3. An Ordinance Amending the City's Official Zoning Map and approving a Planned Development Overlay District

**BACKGROUND**

LOCATION

The project is located in the southwest side of the City, west of the Silliman Center and across the Union Pacific Railroad (UPRR) tracks. The project site is approximately 29 acres and consists of three parcels identified as Assessor's Parcel Numbers (APNs) 537-0850-001-11, 537-0850-001-13, and 537-0850-002-00. The property is surrounded by vacant City property on the east and south sides of the property. To the west, there is 5-acre vacant site addressed 7580 Mowry Avenue (Singh property), which was formerly used as a truck driving school. To the north, the property is bounded by Mowry Avenue and the salt ponds that are part of the Cargill Salt business.

GENERAL PLAN LAND USE AND ZONING DESIGNATION

Per the City's 2013 General Plan, the property is located in an area known as the Southwest Newark Residential and Recreational Project. To guide future development, the City initiated a comprehensive revision to its General Plan in the mid-1980s. Following an extensive public process involving numerous workshops and input from five citizen committees, the City Council adopted the General Plan Update in 1992. The General Plan identified and established land use designations for several Planning Areas, including Areas 3 and 4 in the southwest quadrant of the City. The area designation is summarized as follows:

Area 3

This area is located along the west side of Cherry Street, east of the Southern Pacific Railroad line and between Mowry Avenue and Stevenson Boulevard. Recreation uses are planned along the south side of Mowry Avenue and Special High Tech Business Park use is planned for the remainder of the area.

Area 4

These lands are west of Area 3 and extend to Mowry Slough. It was recognized that the areas were difficult to access and had potential limitations due to ownership and wetlands, however there were opportunities for executive housing and recreational uses.

The City's 1992 General Plan designated much of this area for residential, industrial and recreational uses. A ballot measure to change the designation of the area to conservation and open space land uses was rejected by 61.3% of Newark voters in 1999. In 2009, the City's Housing Element was approved which identified Areas 3 & 4 as housing element sites. The 2013 General Plan Update also maintained this vision and designated the development area as Low Density Residential and Recreation on the General Plan land use map and recognizing the approved Specific Plan along with the density cap of 1,260 (GP LU-7.1). The General Plan also listed several policies (LU-7.2-.9) that would need to be considered for future development to foster quality development,

including topics such as wetland enhancement, biological resource protection, controls for invasive plants, landscape palette, open space amenities, maintain hydrological features, mitigate construction impacts and provide inclusionary housing. There have been no other changes to the General Plan for the Southwest Newark and Residential Project area since 2013. However, the current Housing Element (6th cycle) did not carry over any of the sites in Area 3 & 4 Specific Plan, as they were not needed.

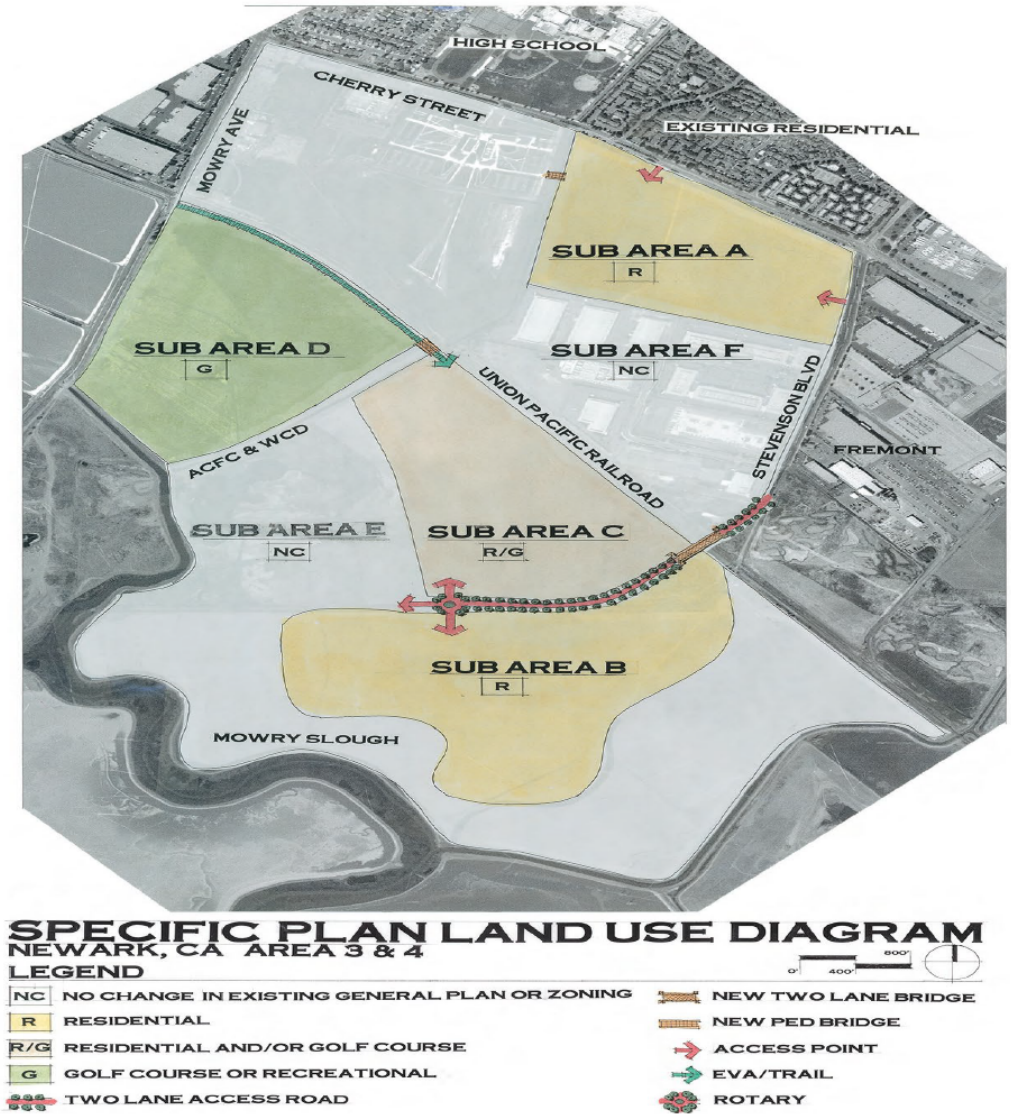
AREA 3 & 4 SPECIFIC PLAN

In 2010, the Area 3 & 4 Specific Plan was adopted, cementing the City's vision to allow future development of the area, envisioning high-quality low-density housing, an 18-hole golf course, and open space. The Area 3 & 4 Specific Plan also recognized the retention of existing light industrial and institutional (Ohlone College, City fire station, park, and community activity center) uses.

The Area 3 & 4 Specific Plan ("Specific Plan") established the planning framework to consider up to 1260 housing units and various open space and recreation options. The Specific Plan is spatially located through two larger areas, 3 & 4, and through designated land use Sub Areas A-F (See Diagram 1).

As discussed, 1,260 residential units were allocated to the Specific Plan area. To date, only two projects have been approved, the Sanctuary Village and the Sanctuary West projects. The Sanctuary Village project was approved in 2015 for 387 single-family homes and three acre public park. Sanctuary Village is located at the corner of Cherry Street and Stevenson Road and is located in Sub Area A (Diagram 1) of the Specific Plan. The Sanctuary West project was approved in 2019 and allows up to 469 residential units along with an overpass over Stevenson Road, private roads and open space amenities. The Sanctuary West project is located in Sub Area C & B. Although the entitlements are approved, no construction has commenced.

**Diagram 1**




The Mowry Village site is located in Sub Area D, which was designated for a golf course or recreational use and has over 100 acres. The subject site consists of 29 acres and has an active business which is an auto dismantler (Pick N' Pull) that has historically used the property since 1966.

The Official Zoning Map designates Sub Area D, as Park (PK) which coincides with the Specific Plan's initial assessment that the area would be developed as a golf course.

PICK N' PULL CONDITIONAL USE PERMIT
As indicated above a large portion of the project site is located on land occupied by Pick N' Pull (PNP), an auto dismantler business, occupying approximately 19 acres. The PNP site comprises of designated areas for hundreds of dismantled vehicles, three large on-site structures, and various smaller shed-type structures.

Pick N' Pull, was originally approved through a conditional use permit by the City of Fremont. The City of Newark accepted the auto dismantling business as part of an annexation in 1979. Prior to being an auto dismantler business in Fremont, the property was used for agricultural purposes.

In 1985, the City of Newark granted an application for a CUP and Planned Unit Development (PUD) to allow the business to continue operating (U-90-39 & P-90-48). Since then, the City has provided several extensions, the latest in 2010, which allows the CUP to continue until December 31, 2034, or an earlier termination date

associated with the completion of a Stevenson Road overpass associated with the Sanctuary West project.

PROJECT DESCRIPTION

The applicant has submitted an application for site plans (Attachment 1) containing 196 unit single-family dwelling subdivision and 31 unit (1-manager unit) affordable housing building on an approximately 29-acre site located at 7400 & 7550 Mowry Avenue. The existing Pick N' Pull business would cease operations, be demolished/removed, and the site prepared for residential use.

The proposed development will be a typical suburban single-family detached home community with minimum lot sizes that will range from 3,375-4,000 square feet. The new homes would all be two-story with front and backyards 2-car garages and driveways that can accommodate two additional vehicles.

Six different styles of homes are proposed for three lot sizes (Table 1). The homes provide a diversity of styles and configurations, including variations in architectural elements, color, and materials (Figure 2). The variety of architectural styles includes new traditional Mediterranean, contemporary Spanish, cottage, agrarian/farmhouse, country European, and new traditional colonial. The homes will also include a bonus room that could be converted to an accessory dwelling unit. The full options of housing styles and options can be viewed in the architectural plans (Attachment 2).

The lot sizes, plan layouts, and architectural styles comply with Section 3, the Sitting Standards and Architectural Design Guidelines of the Specific Plan.

Table 1: Single Family Lot Summary

| **Unit Summary** | | | |
|---|---|---|---|
| Lot Size | Lot Dimension | Home Size (sq.ft.) | Unit Count |
| 3,375 | 45' x 75' | 2,274 | 69 |
| 3,600 | 45' x 80' | 2,741 | 61 |
| 4,000 | 50'x 80' | 2,902 | 66 |
| Total | | | 196 |

Figure 1: Typical Residence Styles




AFFORDABLE HOUSING BUILDING

The affordable housing building will have an agrarian/farmhouse architectural style (Attachment 2). The lot size is approximately .84 acre. The architectural style will be compatible with the other home styles and consistent with the styles shown in the Area 3 & 4 Specific Plan. There will be a 3-story building with a maximum height of 38 feet. The building also includes amenity space for gathering and resident services located on the ground floor in a large open space with many large windows and glass doors that allow significant natural light. The property also has an outdoor plaza adjacent to the amenity space. An image of the front façade is shown below.

Figure 2: Affordable Housing Multifamily Building



PARKING

The parking standards for the 196 single family residential units are being satisfied by providing both private parking and guest parking spaces. The guest parking for this project is provided as on-street parking and is designed within the private street design. Per Newark Municipal Code (NMC) Section 17.23.040, the parking requirements for detached single-family homes are two parking spaces. The Project is also providing guest parking at a rate of .5 per unit. The overall parking count for the single family units being provided is 392 spaces, which satisfies the requirements of the NMC.

In regard to the affordable housing building, the NMC does not have a set parking requirement for affordable housing projects except for the Senior Housing units. However, the NMC does have parking requirements for Multi-Unit Buildings at a rate of 1.5 for one-bed units and 2 for two-bed units or more. These parking standards are recognized to be higher than needed for an affordable housing site, which likely requires lower parking rates because residents have lower car ownership rates. The applicant is requesting that the parking standards be consistent with the maximum required parking per the State Density Bonus Law be applied. Per state law, the maximum parking requirements are 1 stall per studio or one-bedroom unit and 1.5 stalls per two-bedroom unit. The affordable building includes 14 one-bedroom, 8 two-bedroom units and 8 three-bedroom units. The required parking is 38 stalls. The proposed project includes 30 stalls within the parking lot and 4 additional stalls will be provided along the private in-tract frontage road adjacent to the affordable site.

The project meets the parking requirements as listed below in the parking summary table.

## PARKING SUMMARY

| | |
|---|---|
| **PARKING REQUIRED** | |
| OFF-STREET COVERED SPACES PER UNIT (2 PER UNIT) SINGLE FAMILY =(196 X 2) = | 392 SPACES |
| AFFORDABLE SPACES (1 PER STUDIO/1BR UNIT & 1.5 PER 2BR UNIT) | |
| (23 STUDIO/1BR X 1 SPACE)*+ (7 2BR X 1.5 SPACES)* = | 34 SPACES* |
| SINGLE FAMILY GUEST SPACES* = 0.5 SPACES PER UNIT = (196 X 0.5) = | 98 SPACES |
| **TOTAL PARKING REQUIRED =** | **524 SPACES** |
| **PARKING PROVIDED** | |
| OFF-STREET COVERED SPACES (196 X 2) = | 392 SPACES |
| AFFORDABLE SPACES* = | 34* SPACES |
| GUEST | |
| ON-STREET SPACES (IN-TRACT) = | 149 SPACES |
| **TOTAL PARKING PROVIDED =** | **575 SPACES** |

NOTES:

1. * DESIGNATES REQUESTED WAIVER THROUGH STATE DENSITY BONUS LAW.

OPEN SPACE AND LANDSCAPING

The City's regulations for single-family zoning do not require open space to be provided for single-family home subdivisions in the RS zoning district. However, the developer has agreed to meet open space requirements similar to multifamily projects. The project would provide approximately 4.89 acres of onsite open space. The onsite

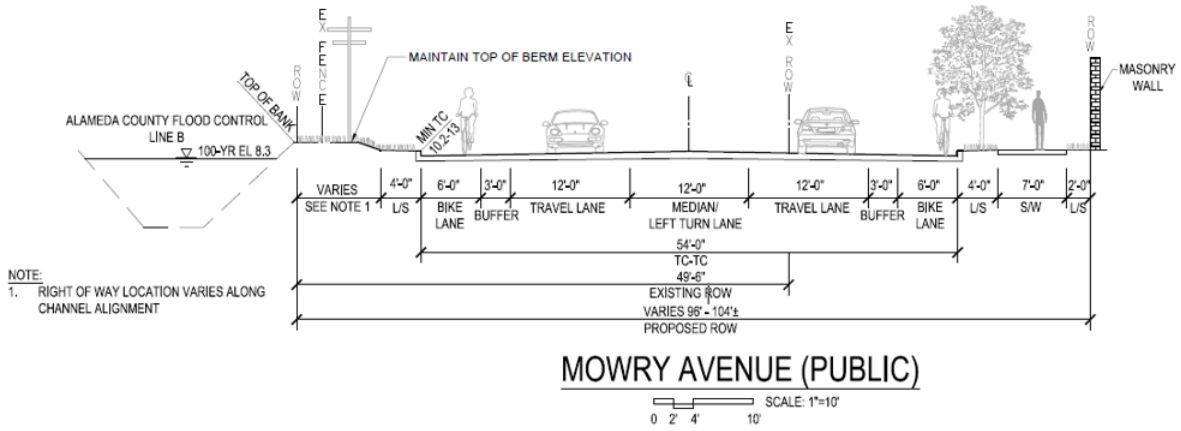
open space would include 0.94 acres of common open space consisting of landscaping, bioretention areas, and a pocket park. The pocket park would be located in the southernmost center of the project site and would include amenities for all-ability children and adults. The pocket park would include improvements such as a lawn, a passive pedestrian trial, and playground equipment that is designed for all-abilities children and older adults. The project would also provide a rear yard for each home, resulting in a total of 3.95 acres of private open space. To meet landscape requirements, the lots would be required to have 25% of landscape areas, with half being in the front and the other half in the rear yard.

In terms of open space, the plan illustrates providing approximately 4.89 acres of onsite open space. The onsite open space would include 0.94 acres of common open space consisting of landscaping, bioretention areas, and a pocket park. The project would also provide a rear yard for each home, resulting in a total of 3.95 acres of private open space. Additional improvements would include on-street parking, drive aisles, underground utilities, Low Impact Development drainage and water quality treatment areas, lighting, sidewalks, and landscaping.

MOWRY ROADWAY IMPROVEMENTS AND CIRCULATION

Currently, no sidewalks or bike lanes are provided on either side of Mowry Avenue between the project site and the railroad crossing. The project site plan includes widening and improvements to Mowry Avenue. The improvements to widen Mowry Avenue right-of-way would commence south of the UPRR tracks, from 49.5 feet to 54 feet to accommodate one 12-foot vehicle lane in the southbound direction, one 12-foot vehicle lane in the northbound direction, a 12-foot-wide median and left turn pocket to access the project site. A six-foot bicycle lane with 3-foot buffer would also be provided in each direction of travel. A 4-foot parkway strip, 7-foot sidewalk, and 2-foot landscape strip on the northbound side would be provided with a 4-foot landscape strip and a minimum 10-foot setback from the face of the curb to the top of the bank of the Alameda County Flood Control's Line B channel on the southbound side. See street section below.

Proposed Mowry Avenue Street Section




The Mowry Avenue improvements would also provide a crosswalk at the UPRR crossing, which would be equipped with a crossing arm, upgraded roadway panels, signage, striping, and pedestrian path improvements to encourage safer access to the project site, surrounding development, and recreation facilities. The UPRR crossing would also include any required gate signals, visual, and/or audio equipment, as required by UPRR or the NMC. These upgrades will assist in qualifying this crossing to be designated as a Quiet Zone, reducing the need to sound train horns when approaching the crossing. Additionally, the existing portion of Mowry Avenue north of the UPRR railroad tracks and extending to Cherry Street would be re-striped. Re-striping the road would eliminate one travel lane in the southbound direction to accommodate a single 14-foot vehicle travel lane, a 3-foot bike buffer, a 6-foot bike lane and a 10-foot parking lane matching the northbound side of Mowry Avenue.

UTILITIES

The project site utility improvements would include underground utility lines for water, sewer and electricity. The utility improvements would mostly be placed underground as part of improvements to Mowry Avenue except a water line that is being placed underground along the west side of the railroad tracks, then parallel to Mowry Avenue and crossing over the northern part of the City's adjacent property to the project (Attachment 3) . As part of purchasing the right to locate this waterline easement through the adjacent City property, the applicant shall be required to pay a fee to the City in the amount of $440,000, which is based on an appraisal. This shall be a

condition of approval and shall be paid prior to approval of the Final Map.

ACCESS AND INTERNAL CIRCULATION

The residential development would be accessible directly from Mowry Avenue and would be oriented along several internal streets serving the neighborhood. The proposed private streets include three east/west oriented roadways referred as, “A” Street, “B” Street, and “C” Street, with “A” Street and “B” Street functioning as the main arterials through the neighborhood. The proposed private streets also include four north/south oriented roadways referred as, “D” Avenue, “E” Avenue, “F” Avenue, and “G” Drive, all of which intersect with the east/west oriented roadways within the residential development. The proposed private streets would total approximately 7.3 acres of the project site. Each street would include two travel lanes, parking and monolithic sidewalks on both sides, and trees along the frontages. Two courts are proposed within the project site, branching off the private streets. The streets are proposed to be privately owned and maintained by a HOA. Bulb-outs are proposed at street intersections to promote traffic calming and provide shorter street crossings for pedestrians. The street names are temporary and will get official names during the process of evaluating approved plans.

The subdivision requires two points of access. The required main access points to the project are satisfied by Streets “A” and “B”. However, during the Draft EIR environmental review process, emergency accessibility concerns to the site were raised at the Planning Commission meeting held on August 22, 2023. In response to these concerns, there is a condition of approval that requires emergency access for first responders. The applicant and the City have worked to provide additional access via the adjacent Cargill property. The proposed emergency access road will require that the developer make driveway apron improvements to an area near the Mowry Avenue terminus and the Alameda Flood Control Channel (Attachment 4). Those improvements will allow emergency vehicles to access an internal Cargill salt pond road, which ultimately leads to Central Avenue. The subject improvements for emergency access to Cargill property will be part of the Mowry Avenue improvements and shall be a condition of approval. As a result of using the Cargill access road, special equipment will be needed to traverse the site. The applicant has agreed to pay for this special safety equipment via a Community Benefit Agreement. The Community Benefit Agreement shall provide $1.3 million to the City that can be used for the purchase of safety equipment related to accessing the emergency access. As part of a condition of approval, the Community Benefit Agreement will be executed after approval of the project and be funded prior to issuance of a building permit.

**DISCUSSION/ANALYSIS**

LAND USE AND ZONING

In evaluating the proposed single-family and affordable multifamily housing project for conformance with the General Plan and Zoning Ordinance, the City must consider three actions to establish the appropriate land use and zoning to allow the use, development standards and density needed for the project.

First, the General Plan (GP) land use map must be revised so that multifamily use and the appropriate density range are available to consider the affordable housing project on the proposed .84 acre lot. The current land use designation of Low Density Residential only allows up to 8.7 units per acre. In contrast, the proposed affordable housing project site requests a density of approximately 36 units per acre. Therefore, the GP land use map must be revised to High Density Residential for Parcel H, which allows a density range of 25-60 units per acre.

Also, the Area 3 & 4 Specific Plan did not contemplate residential uses in Sub Area D and established an overall development capacity of 1,260 units. Therefore, the Specific Plan has been modified to consider all aspects of the project, including allowing residential uses in Sub Area D as part of the existing residential capacity and modifying the development site guidelines for single-family units. Currently, only two projects have been approved (Sanctuary and Sanctuary West), which resulted in 855 units being entitled, therefore a capacity of 405 units remain available.

Lastly, the City’s Official Zoning Map will need to be revised based on the project specifications. The current zoning on the property is Park (PK), which is consistent with the current version of the Specific Plan. To consider the proposed project, the zoning map will be revised to replace the Park (PK) zoning district with Residential Single-Family (RS-6000) and Residential High Density (RH) zoning. This change would allow up to 8.7 units per acre on the larger portion of the site for single-family homes and up to 60 units per acre for the affordable housing site. In addition, due to the development being designed to be compatible with the Area 3 & 4 development standards, the applicant is requesting approval of a Planned Development (PD) Overlay District. The PD would allow deviations from the development standards of the RS-6000, including reduced setbacks, lot sizes, reduced lot coverage and landscaping standards to be consistent with the amended Specific Plan.

DESIGN REVIEW

The project design has been evaluated against the established design review guidelines of the Area 3 & 4 Specific Plan. Per NMC Section 17.34.060, the project shall be evaluated based on its overall scale, massing, site plan layout, exterior design, streetscape and landscaping. Based on the projects application of home and site guidelines, the project has demonstrated to meet the intent of the Specific Plan by creating a community which is designed to have private and open space areas, smaller lots with private landscaped streets. The project site plan layout of the lots is spaced evenly to maximize density while providing private tree lined streets. The affordable housing lot is located in an accessible place near Mowry Avenue and is situated so that it blends into the rest of the community. The project also significantly improves Mowry Avenue through streets designed to accommodate vehicles, pedestrians and bicyclists.

AFFORDABLE HOUSING

Per NMC Section 17.18, the City requires residential and non-residential development projects to mitigate the impacts on affordable housing. These requirements stipulate that developments either pay a housing impact fee or provide an alternate means of compliance. Based on Resolution 10,184, the City Council has establish a requirement that 21% affordable units be provided at various income levels of Very Low, Low, and Moderate. However, due to the applicant qualifying for the State Density Bonus Law, the requirement would be reduced to 15% for providing on-site units. These units will be provided through a 30-unit rental multifamily building. The building will be placed on an approximately .84 acre lot located along Mowry Avenue, near the first entrance to the subdivision. The BMR units will be available to renters of Very Low (30-50% AMI) and Low Income (50-80% AMI) levels. The BMR unit breakdown is shown in Table 3 below.

Table 3

| | **Units** |
|---|---|
| **Very Low-Income Household (30-50% AMI)** | 10 |
| **Low Income Household (50-80% AMI)** | 20 |
| **Manager Unit (Unrestricted)** | 1 |
| **Total** | **31** |

Note: Manager unit does not count toward density.

A condition has been added to the project that requires the developer to enter into an Affordable Housing Obligation Satisfaction Agreement (“Agreement”). By executing this Agreement with the City, the developer satisfies the requirements of NMC Section 17.18.050 by providing an alternate means of compliance. The Alternate Means of Compliance will be considered as part of the approval of the entitlements for Mowry Village. Providing the units also addresses the need for the housing impact fee, in that it produces actual affordable units and includes them within the larger market-rate project, thus not unduly concentrating affordable housing in one geographic area. The Agreement outlines the conditions under which the BMR units will be provided and managed. The building will consist of a mix of one, two and three bedroom apartment units. A total number of units per bedroom and affordability are shown below in Table 4.

Table 4

| UNIT MIX | | | | | |
|---|---|---|---|---|---|
| Unit Description | | | | | |
| Unit | | Description | NRSF | Total DU | Total % of Mix |
| 1 BED | P1-0 | JR 1Bd / 1Ba | 545 | 14 | 45.2% |
| 2 BED | P2-0 | 2Bd / 1Ba | 920 | 5 | 25.8% |
| | P2-1 | 2Bd / 1Ba | 930 | 3 | |
| 3 BED | P3-0 | 3Bd / 1Ba | 1143 | 5 | 25.8% |
| | P3-1 | 3Bd / 1Ba | 1210 | 3 | |
| **TOTAL AFFORDABLE UNITS** | | | | 30 | |
| 1 BED MANAGER'S UNIT | P1-0 | JR 1Bd / 1Ba | 545 | 1 | 3.2% |
| **TOTAL AFFORDABLE + MANAGER'S UNITS** | | | | 31 | 100.0% |

As part of the Agreement, the applicant has also agreed to a schedule of performance milestones, which will ensure that the project is developed in a timely manner and on a parallel development track similar to the market-rate units. However, the affordable housing build must be completed by July 30, 2033. The Agreement

stipulates that the property will be deed-restricted for 55 years. The property will be managed by a housing management company that will be selected prior to construction and is both acceptable to the developer and the City.

DENSITY BONUS

The applicant is requesting waivers under the State Density Bonus Law to facilitate the construction of the affordable housing building on Parcel H. The project had originally proposed 203 single-family detached units; however, after discussions with City representatives, the applicant has opted to remove seven market-rate units and include 20 Low and 10 Very Low affordable housing units integrated within the overall project. The project now consists of 196 single-family homes and 31 affordable housing units. To accommodate the affordable housing units, the applicant has modified the proposed tentative vesting map to consolidate seven lots into one larger lot, which is sufficient to develop the affordable housing units.

The revised project meets the State Density Bonus Law requirements by providing 15% of the project units for affordable housing deed-restricted units. Pursuant to NMC Section 17.19.050(B), the City must approve such waivers unless it can demonstrate that there is an adverse impact on the community or that it violates State or Federal laws. The City finds that none of the requested waivers would result in a specific, unmitigable adverse impact on health, safety, or the physical environment. The project has been reviewed through a comprehensive Environmental Impact Report (EIR), which concluded that, with the exception of transportation-related vehicle miles traveled (VMT), all potentially significant environmental impacts can be mitigated to a less-than-significant level. The proposed reductions/waivers of lot depth, setbacks, parking and open space standards are listed in Table 5 below. The waivers do not affect grading, hazardous materials, or utility infrastructure in a way that would compromise health or safety. Adequate building separation, fire access, stormwater treatment, and emergency response access are maintained.

Table 5. Density Waivers for Affordable Housing Building/Site

| *Applicable Development Standards (allowed/required)* | | *Area 3&4 Specific Plan* | *RH District* | *Actual/ Proposed* | *Density Bonus Law* |
|---|---|---|---|---|---|
| Density (du/ac acre) | | - | 60 | 35.7* | |
| Minimum Lot Size (sf) | | - | 6,000 | 36,590 | |
| Minimum Lot Width (ft) | | - | 60 | 60 | |
| Minimum Lot Depth (ft) | | - | 100 | 80 | Waiver |
| Minimum Frontage on Public Street (ft) | | - | 40 | 257 | |
| Maximum Height (ft) | | 60 | 35* | 38 | Waiver |
| Minimum Setback: Front (ft) | | 20 | 15 | 10 | Waiver |
| Minimum Setback: Interior Side (ft) | | 10 | 5 | 138 | |
| Minimum Setback: Street Facing Side (ft) | | 15 | 8 | 8 | Waiver |
| Minimum Setback: Rear (ft) | | 10 | 10 | 10 | |
| Distance Between Main Structures (ft) | | - | 10 | N/A | |
| Maximum Lot Coverage (percentage of lot size) | | 50 | 55 | 50 | |
| Minimum Landscape Area (percentage of lot size) | | - | 25 | 25 | |
| Minimum Open Space Per Unit[1] (sf) | | - | 200 | 0 | Waiver |
| Minimum Parking (space per unit) | Resident | - | 1 | 1 | Waiver |
| | Guest | - | 0.25 | 0.13 | |

**MUP Required for Height over 35 feet*
* *Density does not include Manager unit*

VESTING TENTATIVE MAP

The project will subdivide approximately 29.21 acres into 196 single-family residential lots, one lot (Parcel H) for a 31-unit below-market-rate multifamily building, private streets, and common open space parcels.

The tentative plans show the roadway geometry as a twelve-foot travel lane in each direction, a three-foot bike buffer and six-foot bike lane in each direction, a twelve-foot landscaped median (except where left-turn pockets are required), a four-foot landscaped parkway strip on both sides of the street, a seven-foot sidewalk along the project frontage, and a two-foot landscaped parkway strip adjacent to the project masonry wall.

A General Plan Amendment is included as part of the project to accommodate the higher density on Parcel H to allow for residential densities greater than those permitted under the existing Low Density Residential land use designation. With this amendment, the project is consistent with the General Plan and Specific Plan frameworks. The tentative map layout, lot sizes, parcel configuration, and circulation design implement the City's land use vision for Subarea D and comply with applicable development standards and infrastructure requirements.

COMMUNITY MEETING

The applicant held a community meeting for the project on August 16, 2023. The event, which was an open house-style meeting, was held at the City's Silliman Center. Approximately 70 individuals attended the event. Aside from the development team, several city staff members and officials were in attendance. The developer team provided individual stations at the event with various information about the project and the community benefits. In general, the event attendees had questions regarding the development details, including the number of homes, the status of the project, the development schedule, the traffic impacts, environmental impacts, school impacts, and questions about the conceptual off-site Magical Bridge Park and BMX Park. It should be noted that the Magical Bridge Park is a concept based on the Magical Bridge Organization and their desire to build parks that are constructed for all abilities and all ages. Also, the BMX Park was also a concept shown by the developer on city property near the Silliman Center. Both conceptual parks were not included as part of the request for the Mowry Village project and ultimately were not submitted as part of the development application.

REQUIRED NOTICING

Pursuant to NMC Sections 16.08.080, 17.31.060, 17.34.070, and 17.35.050, on November 25, 2025, a public hearing notice was published in The Tri City Voice and mailed to property owners within a minimum 3,500-foot radius of the Project Site. The required distance for this type of development project is 500 feet radius, however, the radius was expanded to increase public participation of the meeting. All neighborhood and community organizations that have filed a written request for notice of projects in the area where the site is located and all persons and groups who have filed a written request for notice regarding the specific application also received a notice.

**FISCAL IMPACT**

The Mowry Village project is not expected to have an impact on the city's General Fund. The project was reviewed to determine its impact on future public services and was found to have an overall net positive benefit. The applicant submitted a fiscal impact analysis on the Mowry Village project which was prepared by Economic & Planning Systems, Inc (EPS). The analysis took into account several financial factors, including property tax, sales tax, transient occupancy tax, hotel rates, utility user tax, and franchise fees. As noted, the EPS report states that the net fiscal impact to the city would be approximately $143,000 per year. Staff hired NHA Advisors to conduct a peer review of the projections by EPS. NHA Advisors reviewed the fiscal impact report and found that the methodology was fundamentally sound; however, the net positive benefit of the project was closer to approximately $52,000 per year. The main factor contributing to the reduced projected benefit was that the EPA analysis did not account for the $150,000 annual fee that Pick N' Pull pays to the city as part of its CUP agreement. The fiscal impact report and peer review are attached as part of Attachment 15. The Mowry Village project would be required to pay impact fees, which are a one-time payment typically due when a building permit is issued. The summary of impact fees, based on the current Master Fee schedule, are listed below. Given that the project provides affordable housing units, the housing impact fee is not listed and therefore not required.

| Unit Type | Quantity | Park | Public Safety | Com Serv/ Facilities | Trans | Total |
|---|---|---|---|---|---|---|
| SFD | 196 | 30,510.92 | 4,212.46 | 2,820.61 | 6,070.25 | $ 8,548,391.04 |
| MFD | 31 | 21,968.25 | 2,527.28 | 1,410.81 | 3,763.48 | $ 919,764.42 |
| | | | | | | $ 9,468,155.46 |

**ENVIRONMENTAL/PLANNING COMMISSION REVIEW**

CALIFORNIA ENVIRONMENTAL QUALITY ACT

Prior to approving a project, the City is required to consider the environmental impacts as required by California Environmental Quality Act (CEQA) guidelines. The project application was reviewed and determined to be a "project" as defined by CEQA, which requires an in-depth environmental analysis. The project did not qualify for a CEQA exemption. Staff retained the consultant services of Stantec Environmental Planning Inc. (Stantec) to determine the appropriate level of review for the Project. After consultation with Stantec, the City determined that the project would require an Environmental Impact Review (EIR). A summary of the process and results is provided below, under Environmental Review.

ENVIRONMENTAL REVIEW

The City determined that an EIR is required for the proposed project. The EIR is an informational document designed to inform the public and decision-makers about the potential environmental impacts of a project. It's a document that identifies potential impacts of a project and identifies ways to avoid or lessen the impacts through mitigation measures or alternatives, is possible impacts. The EIR also provides opportunities to address community comments and concerns about the Project that are related to CEQA. It provides the City's decision-makers with information necessary to understand the environmental consequences of the proposed Project, and the environmental trade-offs associated with the proposed project, and the alternatives. However, the environmental impacts are just one of the factors considered by the decision-makers when deciding whether to approve a project.

The City issued a Notice of Preparation (NOP) on November 30, 2021, which informed State and local agencies and other interested parties that the City was preparing an EIR. A 30-day comment period allowed agencies and individuals to provide input on the scope and content of the EIR. The City held an NOP scoping session with the Planning Commission on December 14, 2021. The City's environmental consultant, Stantec, along with staff provided an overview of the project and received public input from both the Commissioners and the general public. The public comment period for the NOP closed on January 3, 2022.

DRAFT EIR

The City prepared a Draft EIR for the proposed Project to evaluate the project's potential environmental impacts. The following 20 impact topics were studied in the EIR:

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation

- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire

The Draft EIR identified one potential environmental impact that would result in a potentially significant and unavoidable (SU) impact with mitigation measures. Additionally, the Draft EIR identified impacts that would result in less than significant (LTS) impacts with the mitigation measures. The Draft EIR contains an executive summary with Table ES-1, "Summary of Impacts and Mitigation Measures from the Draft EIR" that summarizes identified impacts, levels of significance before mitigation, mitigation measures, and level of significance after mitigation. Below is the identified SU impact referencing the associated analysis sections in the Draft EIR.

SIGNIFICANT UNAVOIDABLE IMPACTS

Transportation
The Draft EIR identified the following Transportation impacts that were found to be SU with the implementation of mitigation measures. CEQA Guidelines require all agencies to use a VMT-based threshold of significance in CEQA documents published after July 2020. VMT refers to the amount and distance of a automobile travel attributable to a project. Since the City of Newark has not developed its own VMT screening criteria, the analysis uses the Alameda County Transportation Commission (CTC) Countywide Travel Demand Model to estimate VMT. The model includes a year 2020 scenario, which approximates existing conditions. The Bay Area regional average daily VMT per capita is 19.8 and the City of Newark citywide average daily VMT per capita is 22.8 under 2020 conditions. Review of the threshold of significance, impact analysis, conclusions, and mitigation measures, for Transportation are described in Section 3.17.3 Environmental Impacts of the Draft EIR.

Impact TRANS-2: The proposed project would conflict or be inconsistent with CEQA Guidelines Section 15064.3, Subdivision (b).

Implementing the proposed project would result in an increase in VMT and over 2020 and 2040 conditions, the average VMT per resident for the proposed project would be 44 and 47 percent higher, respectively, than the citywide average minus 15 percent, which is the threshold of significance. Therefore, the proposed project would have a significant impact on VMT as it would exceed existing citywide VMT per capita minus 15 percent. Though the Draft EIR identified a mitigation measure which requires the implementation of a Transportation Demand Management Plan to reduce project-generated VMT, it would not be adequate to reduce the project-generated VMT below the threshold of significance and the proposed project would have a significant and unavoidable impact.

LESS THAN SIGNIFICANT IMPACTS
Below are the identified LTS impacts with the mitigation measures referencing the associated analysis sections in the Draft EIR.

Air Quality
The Draft EIR identified the following Air Quality impacts that were found to be LTS with the implementation of mitigation measures. A review of the threshold of significance, impact analysis, conclusions, and mitigation measures, for Air Quality are described in Section 3.3.3 Environmental Impacts of the Draft EIR.
Impact AIR-1: The proposed project could conflict with or obstruct implementation of the applicable air quality plan.
Impact AIR-2: The proposed project could result in a cumulatively considerable net increase of any criteria pollutants for which the project region is non-attainment under an applicable federal or State air quality standard.
Impact AIR-3: The proposed project could expose sensitive receptors to substantial pollutant concentrations.
Potential impacts related to air quality identified in the Draft EIR relate to typical construction emission impacts and exposure of sensitive receptors to construction emissions. This impact is commonly identified for projects requiring construction, and the impacts were mitigated to a less than significant level with the implementation of commonly identified mitigation measures related to construction best management practices to reduce potential emissions and the use of Tier 4 certified construction equipment. For a detailed explanation of impacts and mitigation measures, see Section 3.3.3 Environmental Impacts of the Draft EIR.

Biological
The Draft EIR identified the following Biological Resources impacts that were found to be LTS with the implementation of mitigation measures. A review of the threshold of significance, impact analysis, conclusions, and mitigation measures, for Biological Resources are described in Section 3.4.3 Environmental Impacts of the Draft

EIR.
Impact BIO-1: The proposed project could have a substantial adverse effect, either directly or through habitat modifications on any species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service.
Impact BIO-5: The proposed project could conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy.
Potential impacts related to biological resources identified in the Draft EIR relate to the potential effects to special-status species resulting from the construction and operation of the proposed project and conflict with ordinances protecting biological resources. The impacts were mitigated to a less than significant level with the implementation of mitigation measures related to standard construction best management practices, pre-construction biological resources surveys, post-construction management plans, and preparation of a Tree Preservation Plan. For a detailed explanation of impacts and mitigation measures, see Section 3.4.3 Environmental Impacts of the Draft EIR.

Cultural Resources
The Draft EIR identified the following Cultural Resources impacts that were found to be LTS with the implementation of mitigation measures. Review of the threshold of significance, impact analysis, conclusions, and mitigation measures, for Cultural Resources are described in Section 3.5.3 Environmental Impacts of the Draft EIR.
Impact CUL-2: The proposed project could cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5.
Impact CUL-3: The proposed project could disturb any human remains, including those interred outside of dedicated cemeteries.
Potential impacts related to cultural resources identified in the Draft EIR relate to the inadvertent discovery of undiscovered archaeological and cultural resources during construction activities. This impact is commonly identified for project's requiring subsurface work during construction and the impact was mitigated to a less than significant level with implementation of standard mitigation measures related to protocols for the inadvertent discovery of resources. For a detailed explanation of impacts and mitigation measures, see Section 3.5.3 Environmental Impacts of the Draft EIR.

Geology and Soils
The Draft EIR identified the following Geology and Soils impacts that were found to be LTS with the implementation of mitigation measures. A review of the threshold of significance, impact analysis, conclusions, and mitigation measures, for Geology and Soils are described in Section 3.7.3 Environmental Impacts of the Draft EIR.
Impact GEO-1: The proposed project could directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault.
ii) Strong seismic ground-shaking.
iii) Seismic-related ground failure, including liquefaction.
iv) Landslides.
Impact GEO-2: The proposed project could result in substantial soil erosion or the loss of topsoil.
Impact GEO-3: The proposed project could be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse.
Impact GEO-4: The proposed project could be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property.
Impact GEO-6: The proposed project could directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.
Potential impacts related to geology and soils identified in the Draft EIR relate to construction and remediation activity impacts including inadvertent discovery of undiscovered paleontological resources, earthquake hazard impacts, and being located on expansive and unstable soils. The impacts were reduced to a less than significant level with the implementation of standard mitigation measures requiring the implementation of recommendations included in project-specific geotechnical reports, preparation of a Stormwater Pollution Prevention Plan (SWPPP) and dewatering plans with the implementation basic construction best management practices, and standard inadvertent discovery protocol mitigation. For a detailed explanation of the impacts and mitigation measures, see Section 3.7.3 Environmental Impacts of the Draft EIR.

Hazards and Hazardous Materials
The Draft EIR identified the following Hazards and Hazardous Materials impacts that were found to be LTS with the implementation of mitigation measures. A review of the threshold of significance, impact analysis, conclusions, and

mitigation measures, for Hazards and Hazardous Materials are described in Section 3.9.3 Environmental Impacts of the Draft EIR.
Impact HAZ-1: The proposed project could create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.
Impact HAZ-2: The proposed project could create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.
Impact HAZ-4: The proposed project could be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would create a significant hazard to the public or the environment.
Potential impacts related to hazards and hazardous materials identified in the Draft EIR relate to construction and remediation activity impacts and the existing on-site hazardous contamination. The impacts were reduced to a less than significant level with mitigation measures requiring remediation of on-site contamination and preparation of a SWPPP with implementation of basic construction best management practices. For a detailed explanation of the impacts and mitigation measures, see Section 3.9.3 Environmental Impacts of the Draft EIR.

Hydrology and Water Quality
The Draft EIR identified the following Hydrology and Water Quality impacts that were found to be LTS with the implementation of mitigation measures. A review of the threshold of significance, impact analysis, conclusions, and mitigation measures, for Hydrology and Water Quality are described in Section 3.10.3 Environmental Impacts of the Draft EIR.
Impact HYD-1: The proposed project could violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality.
Impact HYD-2: The proposed project could substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin.
Impact HYD-3: The proposed project could substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:
i) Result in substantial erosion or siltation on- or off-site;
ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;
iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or
iv) Impede or redirect flood flows.
Impact HYD-5: The proposed project could conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan.
Potential impacts related to hydrology and water quality identified in the Draft EIR relate to construction and remediation activity impacts on water quality. The impacts were reduced to a less than significant level with mitigation measures requiring the preparation of a SWPPP and dewatering plan, and implementation of basic construction best management practices. For a detailed explanation of the impacts and mitigation measures, see Section 3.10.3 Environmental Impacts of the Draft EIR.

Noise
The Draft EIR identified the following Noise impacts that were found to be LTS with the implementation of mitigation measures. A review of the threshold of significance, impact analysis, conclusions, and mitigation measures, for Noise are described in Section 3.13.3 Environmental Impacts of the Draft EIR.
Impact NOI-1: The proposed project could result in a generation of a substantial temporary or permanent increase in ambient noise level in the vicinity of the project in excess of standards established in the local general plan or noise ordinance or applicable standards of other agencies.
Potential impacts related to noise identified in the Draft EIR related to interior traffic noise levels from nearby roadways and trains and proposed project fixed-source noise from the proposed project's on-site equipment. Additionally, the Draft EIR identified potential impacts related to temporary ambient noise increases resulting from the proposed project's construction. The impacts were reduced to a less than significant level by implementing standard mitigation measures requiring project-specific acoustical studies and adherence to City noise standards for construction. For a detailed explanation of the impacts and mitigation measures, see Section 3.13.3 Environmental Impacts of the Draft EIR.

Tribal Cultural Resources
The Draft EIR identified the following Tribal Cultural Resources impacts that were found to be LTS with the implementation of mitigation measures. Review of the threshold of significance, impact analysis, conclusions, and

mitigation measures, for Tribal Cultural Resources are described in Section 3.18.3 Environmental Impacts of the Draft EIR.
Impact TRIB-1: The proposed project could cause a substantial adverse change in the significance of a tribal cultural resource, defined in PRC Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to California Native American tribe, and that is:
i) Listed or eligible for listing in the CRHR or in a local register of historical resources as defined in PRC Section 5020.1(k), or
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of PRC Section 5024.1. In applying the criteria set forth in subdivision (c) of PRC Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.
Potential impacts of tribal cultural resources identified in the Draft EIR relate to the inadvertent discovery of undiscovered tribal cultural resources during construction activities. This impact is commonly recognized for projects requiring subsurface work during construction. The impact was mitigated to a less than significant level with the implementation of commonly identified mitigation measures related to the inadvertent discovery of resources. For a detailed explanation of impacts and mitigation measures, see Section 3.18.3 Environmental Impacts of the Draft EIR.
Mitigation Monitoring and Reporting Program. Mitigation measures are actions which reduce a project's impact on the environment. CEQA Guidelines Section 15097 requires the preparation of a mitigation monitoring and reporting program (MMRP) if an EIR identifies mitigation measures to ensure that those measures are implemented after project approval. This program lists who is responsible for performing the mitigation and when it needs to be completed. The Draft EIR identified mitigation measures that would reduce the proposed project's impacts on the environment to less than significant levels. An MMRP was prepared after the public review period for the Draft EIR and is included as part of the Final EIR (Resolution 1, Exhibit 1). Compliance with the MMRP would be a condition of project approval.

LESS THAN SIGNIFICANT OR NO IMPACT
In regard to the other major environmental topics studied (listed below), the Draft EIR found that impacts associated with those topics for the proposed project were either less than significant, meaning they either created no significant impact or it is only less than significant, or that there simply was no impact.
- Aesthetics
- Agricultural and Forestry Resources
- Cultural Resources
- Energy
- Greenhouse Gas Emissions
- Land Use and Planning
- Mineral Resources
- Population and Housing
- Public Services
- Recreation

PROJECT ALTERNATIVES
CEQA requires that an EIR describe and qualitatively evaluate a range of reasonable alternatives that would feasibly attain most of the project's basic objectives and would avoid or substantially lessen any of the project's significant effects. The Draft EIR evaluated the proposed project against four alternatives, including:
1. No Project Alternative- Assumes that no additional development would occur on the project site and would continue to use the existing structures on the project site for commercial services.
2. Multi-family Residential Alternative- Provides 405 multi-family residential units that range from garden apartments and condominiums to townhomes and row houses that would have a maximum building height of 60 feet.
3. Reduced Density Alternative- Provides 64 single-family detached residential homes.
4. 100 Percent Affordable Housing Alternative- Similar to Multi-family Alternative, would provide 405 multi-family units, however, these would be 100% affordable.

Table 2 below from the Draft EIR provides a comparison of the Alternatives' impacts to the proposed project impacts.

| Environmental Resource Area | Proposed Project | No Project (Alternative 1) | Multi-family Residential (Alternative 2) | Reduced Density (Alternative 3) | 100 Percent Affordable (Alternative 4) |
|---|---|---|---|---|---|
| Aesthetics | LTS | < | = | = | = |
| Agriculture and Forestry Resources | NI | = | = | = | = |
| Air Quality | LTS/M | < | > | < | > |
| Biological Resources | LTS/M | < | = | = | = |
| Cultural Resources | LTS/M | < | = | = | = |
| Energy | LTS | > | > | < | > |
| Geology and Soils | LTS/M | > | = | = | = |
| Greenhouse Gases | LTS | > | > | < | > |
| Hazards and Hazardous Materials | LTS/M | > | = | = | = |
| Hydrology and Water Quality | LTS/M | > | = | = | = |
| Land Use and Planning | LTS | > | = | = | = |
| Mineral Resources | NI | = | = | = | = |
| Noise | LTS/M | > | > | < | > |
| Population and Housing | LTS | < | = | = | = |
| Public Services | LTS | < | > | < | > |
| Recreation | LTS | < | > | < | > |
| Transportation and Traffic | SU | < | = | = | = |
| Tribal Cultural Resources | LTS/M | < | = | = | = |
| Utilities and Service Systems | LTS | < | > | < | > |
| Wildfire | LTS | < | = | = | = |

Notes:
NI = No Impact
LTS = Less than Significant Impact
LTS/M = Less than Significant Impact with Mitigation
SU = Significant and Unavoidable
< = Less impact than the proposed project
= = Equivalent impact to the proposed project

> = Greater impact than the proposed project

CEQA requires that the Draft EIR identify an “environmentally superior alternative” to the Project. The Draft EIR identifies the Reduced Density Alternative as the environmentally superior alternative. Though the Reduced Density Alternative would not eliminate or reduce the significant and unavoidable impact on VMT, all other resource areas would be less than significant or less than significant with mitigation. Additionally, the Reduced Density Alternative would not result in greater impacts than the proposed project to any resource areas and would meet all project objectives.

In summary, the Draft EIR provides a project level analysis of the environmental impacts associated with the proposed project in compliance with the requirements of CEQA. It identifies mitigation measures that would reduce all but one of the potentially significant environmental impacts to a less than significant level. It identifies that there would be one significant and unavoidable environmental impact. It also evaluates several project alternatives and provides a qualitative analysis of the benefits and drawbacks of those alternatives.

Cumulative Effects. CEQA requires a discussion of the cumulative impacts of a project when the project’s incremental effect is cumulatively considerable. Cumulatively considerable, as defined in CEQA Guidelines Section 15065(a)(3), means that the “incremental effects of an individual project are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.” The State CEQA Guidelines Section 15355 defines a cumulative impact as two or more individual effects that, when considered together, are considerable or that compound or increase other environmental impacts. Cumulative impacts can result from individually minor but collectively significant projects taking place over time. The Draft EIR identified a list of past, present, and probable future projects within the vicinity of the project site that may have a cumulative effect on the resources of the project area. See Table 4.4-1 of the Draft EIR for the list of identified past, present, and future probable projects within the project vicinity that was considered for the analysis of cumulative effects.

The Draft EIR identified that the proposed project would have a cumulatively considerable impact with respect to VMT and would result in a significant and unavoidable cumulative impact. All other resource topics analyzed in the Draft EIR was determined to not have a cumulatively considerable impact. For a detailed cumulative effects analysis, see Section 4.0 Cumulative Effects of the Draft EIR.

REVISED PROJECT ALTERNATIVE

Mixed Affordable Housing and Reduced Market-Rate Units (Alternative 5)

Subsequent to the circulation of the Draft EIR, a revised tentative map was submitted to the City to include an affordable component to the project. The developer revised the project plans by removing 7 single family lots and replacing them with a 31 unit affordable housing building at the front east corner of the development. This alternative would be located on the same project site within the same footprint and would also include the demolition of existing uses and remediation of existing groundwater and soil contaminants on-site. The revised Project proposes the inclusion of 31 low and very low rental housing units (including a manager unit) and a reduction of the originally planned 203 single-family homes to 196. The market rate of residential units allows for a 0.84-acre parcel to be developed with affordable units (Parcel H). The proposed Parcel H would be located in the northeast corner of the project site and would be developed with a three-story tall building consisting of 31 multi-family, affordable residential units. In total, the alternate Project would provide 227 residential units. As demonstrated above, the proposed minor modifications to the Original Project to provide 31 multi-family, affordable units and reduce the single family homes, market rate units from 203 units to 196 units under the revised Project would not change the findings of the Draft EIR, and there would be no new impacts compared to the Draft EIR. Additionally, the Revised Project would reduce the one significant and unavoidable impact identified for the Original Project as the results of the revised VMT calculations for the revised Project showed that the VMT would be reduced from 27.9 miles to 27.4 miles per resident, which is a 1.8 percent reduction. While the revised Project would reduce the severity of the significant and unavoidable impact, the impact would remain significant and unavoidable.

FINAL EIR

The Final EIR is the process of gathering written public comments on environmental issues regarding the Draft EIR and the City providing an adequate response. The City received comment letters from the State Clearinghouse and the public regarding the Draft EIR (See FEIR, Table 2.1). The FEIR also contains any edits to the Draft EIR, which

are included in Section 3 Revisions to the Draft EIR. A number of comments received on the Draft EIR focused on several main issues and topics associated with the proposed project and the CEQA analysis of project impacts. The City's response to the comments are addressed in Section 2.3 of the FIER under Topical Responses. There were reoccurring themes through many comments, they included comments about wetlands, sea level rise, flooding, habitat impacts and affordable housing. For convenience, the responses to those comments have been listed below.

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- Topical Response No. 4: Preserve and Restore Wetlands/Baylands

Several commenters expressed that nearby wetlands and Baylands should be preserved and restored and that existing wetlands provide protection for potential sea level rise impacts. Additionally, several commenters noted that there are cases where wetlands have been removed which resulted in increased flood disasters.

According to the City's General Plan EIR, Baylands refers to the shallow water habitats surrounding the Bay. Wetlands identified by commenters are located within the City's Baylands and refer to the same geographical areas. Impacts to wetlands, and therefore Baylands, were analyzed in Section 3.4 Biological Resources of the Draft EIR. An analysis of impacts to state and federally protected wetlands was provided on page 3-85 through 3-86 of the Draft EIR which determined that implementation of the proposed project would have a less than significant impact to wetlands. As identified in the Draft EIR, U.S. Army Corps of Engineers (USACE) provided a jurisdictional determination that identified that the Constructed Storm Drain, Storm Water Detention Basin 1, and Storm Water Detention Basin 2 are not jurisdictional resources. However, the jurisdictional determination identified the Alameda County Flood Control and Water Conservation District (ACFC&WCD) Line D channel as a jurisdictional aquatic resource, specifically Other Waters with In-stream Wetlands. As outlined in the Draft EIR page 3-85 through 3-86, as well as revised as shown in Section 3.0 Revisions to the Draft EIR of this Final EIR.

"On-site construction activities of the proposed project would have no impact on this jurisdictional resource as it is located off-site. However, extension of the potable and non-potable water mains from the southwest corner of the Sanctuary West Development located to the east of the project site would occur within the vicinity of ACFC&WCD Line D. Impacts to ACFC&WCD Line D from off-site construction would be avoided through the use of specific construction methods to construct the extension. Potable and non-potable water mains would be extended approximately 900 linear feet from the southwest corner of the Sanctuary West development, within the old Addition road alignment adjacent and parallel to ACFC&WCD Line D channel via open trench. The potable and non-potable water mains would then daylight south of the ACFC&WCD Line D channel to be attached and suspended to the newly constructed bridge that spans the ACFC&WCD Line D channel. The extension of the potable and non-potable water mains would be constructed via an open trench and attached to the constructed bridge that spans the ACFC&WCD Line D channel which would ensure that impacts to ACFC&WCD Line D channel are avoided. On-site and off-site construction activities would avoid all nearby jurisdictional aquatic features and would not result in substantial adverse effects on state or federally protected wetlands.

There are no wetlands located within the project site and project construction and operation was determined to avoid potential impacts to nearby wetlands. As there are no existing wetlands on-site and the proposed project would neither remove or result in impacts to nearby wetlands, the existing nearby wetlands would be preserved and would continue to provide protection from potential sea level rise and flooding impacts. Additionally, as outlined in Mitigation Measure BIO-1 of the Draft EIR, the preferred distance from any wetlands to construction activities, materials and fill is 100 feet to avoid conflicts to wetlands from construction. In the event that the final construction design identifies potential impacts to wetlands within the 100 foot buffer, supplemental evaluation would be required which would include consultation with the City and delineation of wetlands. Based on studies prepared for the proposed project, impacts are not anticipated to result to wetlands. See Appendix C of the Draft EIR. As the proposed project would not result in the removal of any existing wetlands, the proposed project would not result in changes to the potential flood path or frequency of flood events. Impacts to wetlands resulting from the proposed project have been adequately analyzed in the Draft EIR which determined that there would be no significant impacts to wetlands and Baylands.

The comment requesting preservation of wetlands and Baylands is a general statement expressing the commenter's opinion on (or preference about) the proposed project. General comments expressing opinion about the proposed project does not raise specific environmental concerns regarding the adequacy or accuracy of the Draft EIR's coverage of physical environmental impacts. However, these comments may be considered and weighed by the decision makers prior to rendering a final decision to approve, modify, or disapprove the project. This consideration is carried out independent of the environmental review process. Therefore, no further response to these comments is required pursuant to CEQA Guidelines Section 15088.

- Topical Response No. 7: General Sea Level Rise

Several commenters expressed their opinion that development of the project site would result in placement of residents and structures in the path of sea level rise.

For the purposes of CEQA, the purpose of the Draft EIR is to identify the significant effects of the proposed project on the environment, not the significant effects of the environment on the proposed project. While identifying the environmental effects of the proposed project to an area is consistent with CEQA's legislative purpose and statutory requirements, identifying the effects on the proposed project and its users of locating the proposed project in a particular environmental setting is neither consistent with CEQA's legislative purpose nor required by the CEQA statutes. Appendix G of the CEQA Guidelines is a sample checklist form that is suggested for use in preparing an initial study, and which the City has employed to assist in the preparation of the Draft EIR (see Guidelines, § 15063, subd. (f)). Nevertheless, a few of the questions on the checklist form concern the exposure of people or structures to environmental hazards and could be construed to refer to not only the proposed project's exacerbation of environmental hazards but also the effects on users of the proposed project and structures in the proposed project of preexisting environmental hazards. To the extent that such questions may encompass the latter effects, the questions do not relate to environmental impacts under CEQA and cannot support an argument that the effects of the environment on the proposed project must be analyzed in an EIR. Therefore, the following discussion of potential impacts to the residents of the proposed project from sea level rise discussion is informational and not a CEQA impact for purposes of the EIR.

The Tri-City Local Hazard Mitigation Plan shows that with the sea level rise existing conditions scenarios, the project site would not be inundated during 0-year tidal scenarios or 100-year storm scenarios (City of Newark 2024). However, under one meter of sea level rise (3.28 feet), the southern and eastern portions of the project site would be inundated in both 0-year tidal scenarios and 100-year storm scenarios. Additionally, under two meters of sea level rise (6.56 feet), the majority of the project site excluding the northern undeveloped parcel would be inundated under 0-year tidal scenarios and the entirety of the project site would be inundated under 100-year storm scenarios.

Additionally, the City is currently developing a Sea Level Rise Vulnerability Assessment and Adaptation Strategy Plan to assess and plan for potential future impacts resulting from sea level rise. This effort to analyze sea level impacts to the City is separate from the environmental analysis for the Mowry Village project. The plan is proposed to have several components including: (1) Developing a flood hazard model for the years 2050 and 2100 using assumptions based on the Intergovernmental Panel on Climate Change Sixth Assessment Report and the Ocean Protection Council State of California Sea Level Rise Guidance; (2) Conducting a vulnerability assessment and risk analysis; and (3) Develop concept-level adaptation solutions. The plan is currently in the development phase and therefore is not available for use in this analysis. However, the City has completed the flood modeling report and the vulnerability and risk assessment report for the study area which encompasses the Mowry Operational Landscape Unit (OLU) which includes the entire City of Newark and portions of Fremont. Ten flood modeling scenarios were modeled encompassing the study area and evaluating time frames for present-day, mid-century (2050), and end-of-century (2100) conditions, considering storm intensities and sea level rise projections. The ten modeling scenarios included:

- Present day
  - Costal storm scenario
  - Inland storm scenario

- Mid-century (2050)
  - Quasi permanent inundation for 0.8 feet sea level rise scenario
  - Future storm scenario with 0.8 feet sea level rise scenario

- End-of-century (2100)
  - Quasi permanent inundation for 3.1 feet sea level rise scenario
  - Quasi permanent inundation for 4.9 feet sea level rise scenario
  - Quasi permanent inundation for 6.6 feet sea level rise scenario
  - Future storm scenario with 3.1 feet sea level rise scenario
  - Future storm scenario with 4.9 feet sea level rise scenario

- Future storm scenario with 6.6 feet sea level rise scenario

The modeling completed by the City determined that under all sea level rise scenarios modeled, the project site would not result in permanent inundation as a result of sea level rise. However, under all present-day and future storm scenarios modeled, the project site was identified to result in flooding impacts. Therefore, the potential risk of sea level rise impacts that are anticipated to result at the project site differ based on different modeling that has been prepared by different agencies.

As described under Section 2.2.3 of the Draft EIR, the proposed project site's elevation would be raised to reduce potential impacts from future sea level rise. The proposed project would be constructed in accordance with City guidelines for construction within a flood plain and the proposed pad elevation of the proposed project would be constructed to reduce potential impacts from sea level rise. The lowest existing elevation at the site is approximately 5 feet at the far east end of the project site. This area is identified as most vulnerable to the effects of sea level rise due to its low elevation. This area would be raised to an approximate pad elevation of 13.5 feet and therefore, the proposed pad elevations of the project site would meet the 2022 State Agency Sea-Level Rise Action Plan for California's sea level rise guidance of 3.5 feet by 2050 and 6 feet by 2100. Additionally, as this area would be raised by over two meters, this area would be raised to be located above the two- meter sea level rise scenarios identified to inundate the site in the Tri-City Local Hazard Mitigation Plan. Though the 2022 State Agency Sea-Level Rise Action Plan for California states sea level rise adaptation planning should include pathways to resiliency to 3.5 feet by 2050 and 6.0 feet by 2100, the plan also states that the 3.5 feet and 6.0 feet targets may not be feasible for all situations and new developments in the coastal zones should utilize these targets as consistent minimum criteria for planning for the impacts of sea level rise (OPC 2022). Though the plan states it should utilize these targets, there is no requirement for new developments to meet these targets and approving or rejecting the proposed project is at the discretion of the City staff. The entirety of the project site would not meet the updated 2022 State Agency Sea-Level Rise Action Plan for California's sea level rise guidance of 3.5 feet by 2050 and 6.0 feet by 2100 as some areas of the project site are already located at higher elevations, such as a portion for the undeveloped parcel. However, the entire project site would meet City standards and BCDC's sea level rise guidance.

Sea level rise is an important issue for the City due to its location along the Bay. Therefore, the City's General Plan includes goals and policies that address the issue, including the following which the City and the proposed project would implement:

- Policy EH-3.3: Residential Development in the Flood Plain. Require that new residential development, including streets and other surface improvements be constructed above the 100-year flood elevation.

- Policy CS-5.8: Planning for Sea Level Rise. Require proposed development close to in low-lying areas to comply with applicable City of Newark standards for construction in flood hazard zones.

The proposed projects consistency with these two policies is provided in Section 3.11 Land Use and Planning, Table 3.11-1: General Plan Consistency Analysis, of the Draft EIR.

- Topical Response No. 10: Flood Zone

Commenters expressed their opposition to the project due to its potential operational impacts related to flooding and being located within a flood zone. Additionally, commenters stated that the proposed project site has been inundated by flooding impacts in the past. However, the City is not aware of any instances of the project site being inundated by flooding impacts. The comment is not supported by evidence.

Flooding related impacts were analyzed in Section 3.10 Hydrology and Water Quality of the Draft EIR. As identified in the Draft EIR, the proposed project could be subject to flooding impacts during the lifetime of the project due to its location adjacent to the Bay. As identified under Section 3.10 Hydrology and Water Quality on page 3-164 of the Draft EIR, the proposed project site is designated as Zone X and Zone X (Shaded) by FEMA. The northern part of the project site is within an area of minimal flood hazard (Zone X); however, the majority of the project site is located in an area with a 0.2 percent annual chance of shallow flooding of less than one foot (Zone X Shaded). Areas designated Zone X are located above the 500-year flood plain and Zone X (Shaded) are areas between the limits of the 100-year and 500-year flood plain. Therefore, the proposed project site is not located within the 100-year flood plain for the City. Additionally, Mowry Avenue is designated Zone X by FEMA. Though the project site would not be located within the 100-year flood plain, the proposed project would include specific design

measures to mitigate potential impacts of flooding that could occur during the lifetime of the project. As described on page 3-177 of the Draft EIR,

“Project construction would require the import of clean fill to elevate the proposed pad grades for the homes above the FEMA 100-year flood plain elevation as required by Newark Municipal Code Section 15.40.051 and to accommodate BCDC’s adopted sea level rise guidance. The import of clean fill to elevate the proposed pad grades would ensure compliance with General Plan Policy EH-3.3 which requires new residential developments to be constructed above the 100-year flood elevation. The proposed project would have a minimum pad elevation of 13.0 feet NGVD with an average pad elevation of 14.2 feet NGVD. The proposed project would elevate the proposed pad grades for the homes above the FEMA 100-year flood plain elevation of 9.3 feet and would exceed the City’s requirement of having a minimum pad elevation of 11.25 feet. Additionally, the project site would be elevated to accommodate BCDC’s adopted sea level rise guidance which recommends a minimum pad elevation of 12.2 feet and would meet the minimum pad elevation requirements of the RPC-SAT’s projected likely range for sea level rise by the year 2100 of 3.4 feet.”

Therefore, the proposed project has been designed to mitigate potential flooding impacts as well as potential flooding resulting from sea level rise and further analysis is not required.

- Topical Response No. 17: Prime Wildlife Habitat

The commenter expressed that Newark Area 4 is an area that includes prime wildlife habitat.

As identified in Section 3.4 Biological Resources of the Draft EIR, a majority of the project site is developed and does not provide wildlife habitat. Though portions of Newark Area 4, such as the DESFBNWR provides prime wildlife habitat for certain wildlife species, the project site itself does not provide prime wildlife habitat. As identified under Section 3.4 Biological Resources on page 3-69 of the Draft EIR, the study area lacks any form of a natural habitat corridor (e.g., riparian areas along streams, rivers, or other natural features) that would allow for wide ranging plants and animals from other habitats ingress and egress to the study area. See Section 3.4.3 Environmental Impacts of the Draft EIR for an analysis of the proposed project’s impacts on wildlife habitat. As determined in the Draft EIR, the proposed project would not result in significant impacts related to prime wildlife habitat.

- Topical Response No. 18: Contribute to Affordable Housing

The commenter expressed that the proposed project would not contribute affordable housing to help solve the housing problem in the region.

As described in Section 2.0 Project Description of the Draft EIR, the proposed project would result in the development of 203 single-family homes. Though the proposed project does not include the provision of affordable housing, the development of 203 new homes would contribute to the City’s Regional Housing Needs Allocation (RHNA) providing an overall benefit to the region. For the 2023 to 2031 RHNA planning period, the City has an RHNA allocation of 1,874 new housing units with 464 housing units allocated for very low income, 268 new housing units for low income, 318 new housing units for moderate income, and 824 new housing units for above moderate income households (ABAG 2022). Therefore, the proposed project’s 203 new housing units would contribute to the City’s RHNA allocation and help the City in meeting its RHNA goals.

Additionally, an affordable housing alternative was identified and analyzed in the Draft EIR. The 100 Percent Affordable Housing Alternative proposed development of the project site at a higher density at 405 affordable multi-family residential units on the 29 acre site resulting in a density of 14 units per acre, as analyzed under Section 5.5 Alternatives Considered in the Draft EIR. However, as identified under Section 5.5.4 of the Draft EIR, this alternative was determined to not achieve the project objective to implement the City’s General Plan by developing the site with low-density residential. Additionally, this alternative was determined to continue to have a significant and unavoidable impact on VMT. In addition to the 100 Percent Affordable Housing Alternative analyzed in the Draft EIR, this Final EIR identifies an additional alternative, the Partial Affordable Housing Alternative, as outlined in Section 3.0, Revisions to the Draft EIR, of the Final EIR. Under the Partial Affordable Housing Alternative, the number of single-family residential units would be reduced from the 203 units to 196 units and would include the addition of 30 (+1 Manager unit) affordable multi-family residential units. This additional alternative was determined to not eliminate or significantly reduce the significant and unavoidable impact to VMT.

CEQA has created multiple statutory exemptions for housing projects in order to streamline the construction of

housing projects in the State. The CEQA exemptions are intended to make it easier for affordable housing to be developed; however, the provision of affordable housing itself is not a CEQA issue. Whether the proposed project includes provision of affordable or market-rate housing or not does not have an impact on the analysis and level of impacts identified in the Draft EIR. The residential use itself, not its level of affordability, provides the basis for the CEQA impact analysis. The commenter's concern related to the proposed project not including affordable housing is not relevant to CEQA. Therefore, no further response to this comment is required.

PLANNING COMMISSION
As described in NMC Chapter 17.30, the Planning Commission serves as the decision-making body for various development entitlements.

On November 19, 2025, the Planning Commission held a public hearing to consider the staff recommendation and receive public comments. Approximately 40 people attended the meeting. During the meeting several people spoke on various topics, both in favor and against. Those in favor, argued for the need to have new housing, that the project would help meet the city's RHNA goals and the positive impacts of replacing a business that contaminates soil. Those not in favor, argued that the project would impact nearby wetlands, be greatly impacted by flooding due to sea level rise, and affect wildlife habitat. At the conclusion of the public hearing, the Planning Commission considered staff's recommendation, staff report, public testimony received, and discussed the merits of the project. Following the discussion, Commissioner Becker made a motion to approve the staff recommendation, which was seconded by Commissioner Aguilar. The Planning Commission voted 5-0 to unanimously approve the project. A copy of the draft Planning Commission minutes are attached to this report.

**REVIEW AND APPROVAL**

Prepared by - Art Interiano, Deputy Community Development Director
Reviewed by - Steven Turner, Community Development Director
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

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**Attachments**

Attachment 1 Project Site Plan
Attachment 2 Architectural Plans
Attachment 3 Water Line Easement Map
Attachment 4 Emergency Access Route Map
Attachment 5 - Resolution A
Attachment 5 - Resolution A Exhibits 1-7
Attachment 5 - Resolution A Exhibit 8
Attachment 6 - Resolution B with Exhibits A & B
Attachment 7 FEIR Report
Attachment 8 - Draft Ordinance
Attachment 8 - Draft Ordinance Exhibit A
Attachment 8 - Draft Ordinance Exhibit B
MV Staff Presentation
MV Stantec Presentation CEQA
Attachment 9 Fiscal Impact Analysis and Peer Review
Draft Planning Commission Meeting Minutes

CITY OF NEWARK
PARCEL 7
(4 ROS 23)

PARCEL 1
APN 537-0850-001-11

PARCEL 2
APN 537-0850-002

PARCEL 3
APN 537-0850-001-13

SINGH
APN 537-0850-001-12

CITY OF NEWARK
PARCEL 1
APN 537-0850-001-02

EXISTING TREE TO BE REMOVED

EXISTING TREES TO BE REMOVED

DRAIN INLET TO BE REMOVED

STEEL LID TO BE REMOVED

FENCE TO BE REMOVED

POLE SHEDS TO BE REMOVED

POLE SHED TO BE REMOVED

BUILDING TO BE REMOVED

GATE TO BE REMOVED

OVERHEAD WIRE & POLE TO BE REMOVED PER SEPARATE PG&E CONTRACT

ASPHALT TO BE REMOVED

BOLLARDS TO BE REMOVED

TRUCK SCALE TO BE REMOVED

29' ROADWAY AND UTILITY EASEMENT PER 2215 OR 179 (7) TO BE ABANDONED

29' ROADWAY AND UTILITY EASEMENT PER 1869 OR 534 (6) TO BE ABANDONED

70' (SHARED) 30' & 40' (SHARED)

50' ACFC & WCD EASEMENT (TRUST OR)

ALAMEDA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

MOWRY AVENUE

CARGILL

EXISTING RIGHT-OF-WAY

OVERHEAD WIRE TO BE UNDERGROUNDED PER SEPARATE PG&E CONTRACT

SEE BELOW

SEE ABOVE

CITY OF NEWARK
SILLIMAN CENTER

U.P.R.R.

EBDA

## LEGEND

- BOUNDARY LINE
- EASEMENT LINE
- ADJACENT LOT LINE
- APPROXIMATE FLOOD ZONE LIMIT
- OHW — OVERHEAD WIRES
- FENCE LINE
- NE — NORTHEAST
- NW — NORTHWEST
- SE — SOUTHEAST
- SW — SOUTHWEST
- PL — PROPERTY LINE
- POWER POLE
- STORM DRAIN MANHOLE
- POLE
- STORM DRAIN INLET
- LIMIT OF PROJECT WORK

## EXCEPTIONS AND EXCLUSIONS:

(#) INDICATES TITLE REPORT ITEM NUMBER

ITEMS (1) AND (5) REFER TO TAXES AND CANNOT BE PLOTTED.

ITEMS (2) THROUGH (4) HAVE BEEN INTENTIONALLY DELETED.

(6) AN EASEMENT FOR ROADWAY AND PUBLIC UTILITY AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 07, 1966 AS INSTRUMENT NO. AY126882 IN BOOK/REEL 1869, PAGE/IMAGE 534 OF OFFICIAL RECORDS. THIS ITEM IS PLOTTED HEREON. SEE DOCUMENT FOR FULL PARTICULARS. IN FAVOR OF: THE CITY OF FREMONT, A MUNICIPAL CORPORATION.

(7) AN EASEMENT FOR ROADWAY, PUBLIC UTILITY AND INCIDENTAL PURPOSES, RECORDED JULY 10, 1968 AS INSTRUMENT NO. BA-74949 IN BOOK/REEL 2215, PAGE/IMAGE 179 OF OFFICIAL RECORDS. THIS ITEM IS PLOTTED HEREON. SEE DOCUMENT FOR FULL PARTICULARS. IN FAVOR OF: CITY OF FREMONT.

(8) THE FACT THAT THE LAND LIES WITHIN THE BOUNDARIES OF THE NEWARK 2001 REDEVELOPMENT PROJECT AREA, AS DISCLOSED BY THE DOCUMENT RECORDED JULY 15, 2002 AS INSTRUMENT NO. 2002303101. DOCUMENT(S) DECLARING MODIFICAIONTS THEREOF RECORDED JULY 25, 2007 AS INSTRUMENT NO. 2007278727 OF OFFICIAL RECORDS. THIS ITEM CANNOT BE PLOTTED.

ITEMS (9) THROUGH (12) HAVE BEEN INTENTIONALLY DELETED.

ITEM (13) REFERS TO A CONTRACT OF SALE AND CANNOT BE PLOTTED.

# MOWRY VILLAGE TRACT 8517
# EXISTING SITE CONDITIONS
## VESTING TENTATIVE MAP

CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

0 50 100 150

DATE: AUGUST 13, 2025
JOB NO.: 2872-000

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SACRAMENTO • (916) 375-1877
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SHEET NO.
TM-2
2 OF 33 SHEETS

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MODIFIED SIGHT TRIANGLE

SCALE: 1"=10'

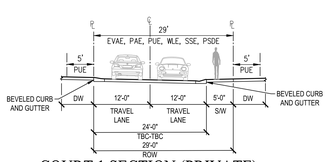
ENTRANCE SIGHT TRIANGLE

SCALE: 1"=10'

| PARCEL SUMMARY | | | |
|---|---|---|---|
| PARCEL | DESCRIPTION | AREA (SF) | OWNER |
| A | PRIVATE STREET | 322,224 | HOA |
| B | PRIVATE STREET | 2,238 | HOA |
| C | OPEN SPACE | 64,788 | HOA |
| D | OPEN SPACE | 1,376 | HOA |
| E | OPEN SPACE | 1,466 | HOA |
| F | OPEN SPACE | 1,466 | HOA |
| G | OPEN SPACE | 1,954 | HOA |
| H | AFFORDABLE BUILDING | 36,539 | HOA |

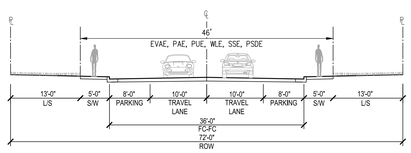
LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- PROPOSED LOT LINE
- PROPOSED TOP OF VERTICAL CURB
- PROPOSED TOP OF BEVELED CURB
- PROPOSED SIDEWALK
- PROPOSED LIP OF GUTTER
- PROPOSED EASEMENT
- 185 PROPOSED LOT NUMBER
- EXISTING PARCEL LINE
- EXISTING EASEMENT
- LIMIT OF PROJECT WORK



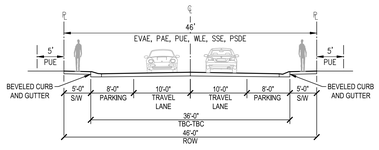

COURT 1 SECTION (PRIVATE)

SCALE: 1"=10'



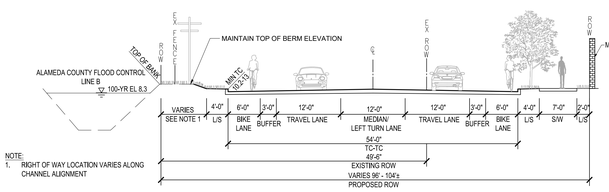

'B' STREET SECTION (PRIVATE)

SCALE: 1"=10'




'A' STREET, 'C' STREET, 'D' AVENUE, 'E' AVENUE, 'F' AVENUE, 'G' DRIVE' (PRIVATE )

SCALE: 1"=10'




NOTE:
1. RIGHT OF WAY LOCATION VARIES ALONG CHANNEL ALIGNMENT

MOWRY AVENUE (PUBLIC)

SCALE: 1"=10'

# MOWRY VILLAGE TRACT 8517

# PRELIMINARY LOTTING PLAN

## VESTING TENTATIVE MAP

CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

0 50 100 150

DATE: AUGUST 13, 2025
JOB NO.: 2872-000

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TM-3
3 OF 33 SHEETS

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SECTION A
NOT TO SCALE




SECTION B
NOT TO SCALE




SECTION C
NOT TO SCALE




SECTION D
NOT TO SCALE




SECTION E
NOT TO SCALE




SECTION F
NOT TO SCALE




SECTION G
NOT TO SCALE




SECTION H
NOT TO SCALE




SECTION J
NOT TO SCALE




SECTION I
NOT TO SCALE




SECTION K
NOT TO SCALE




SECTION L
NOT TO SCALE




SECTION M
NOT TO SCALE




SECTION N
NOT TO SCALE




SECTION O
NOT TO SCALE




SECTION S
NOT TO SCALE



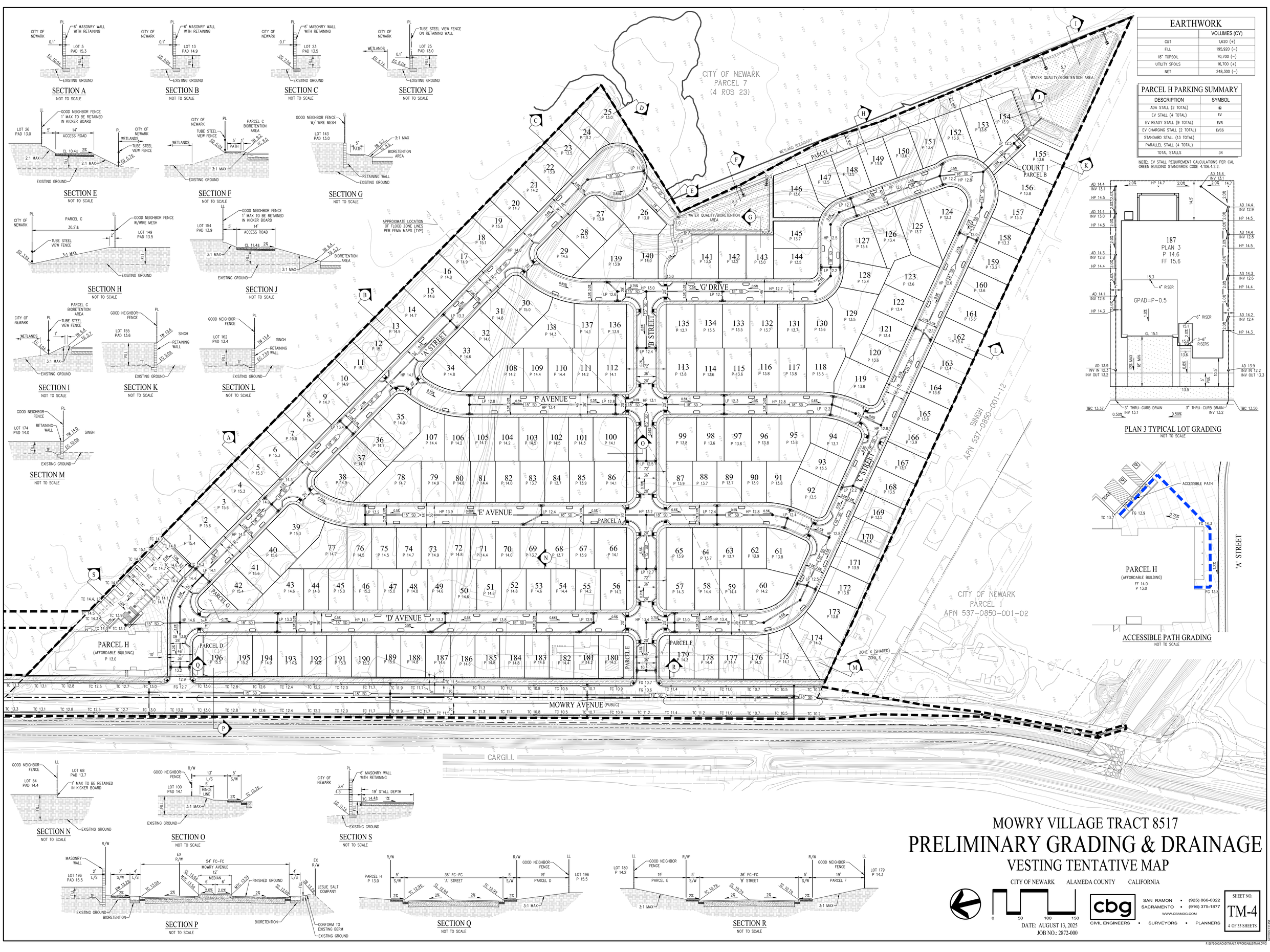

SECTION P
NOT TO SCALE




SECTION Q
NOT TO SCALE




SECTION R
NOT TO SCALE




## EARTHWORK

| | VOLUMES (CY) |
|---|---|
| CUT | 1,620 (+) |
| FILL | 195,920 (−) |
| 18" TOPSOIL | 70,700 (−) |
| UTILITY SPOILS | 16,700 (+) |
| NET | 248,300 (−) |

## PARCEL H PARKING SUMMARY

| DESCRIPTION | SYMBOL |
|---|---|
| ADA STALL (2 TOTAL) | |
| EV STALL (4 TOTAL) | EV |
| EV READY STALL (9 TOTAL) | EVR |
| EV CHARGING STALL (2 TOTAL) | EVCS |
| STANDARD STALL (13 TOTAL) | |
| PARALLEL STALL (4 TOTAL) | |
| TOTAL STALLS | 34 |

NOTE: EV STALL REQUIREMENT CALCULATIONS PER CAL GREEN BUILDING STANDARDS CODE 4.106.4.2.2.




PLAN 3 TYPICAL LOT GRADING
NOT TO SCALE




ACCESSIBLE PATH GRADING
NOT TO SCALE

# MOWRY VILLAGE TRACT 8517
# PRELIMINARY GRADING & DRAINAGE
## VESTING TENTATIVE MAP

CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

0 50 100 150

DATE: AUGUST 13, 2025
JOB NO.: 2872-000

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TM-4
4 OF 33 SHEETS

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SEE SHEET TM-5B

CITY OF NEWARK
PARCEL 7
(4 ROS 23)

WATER QUALITY/BIORETENTION AREA

N55°55'00"E 494.50'

N55°55'00"E 1194.14'

N69°04'40"W 1783.13'

N69°04'40"W 171.42'

COURT 1

'A' STREET

'B' STREET

'C' STREET

'D' AVENUE

'E' AVENUE

'F' AVENUE

'G' DRIVE

SINGH
APN 537-0850-001-12

CITY OF NEWARK
PARCEL 1
APN 537-0850-001-02

N62°55'00"W 1284.57'

30' PROPOSED WATERLINE EASEMENT

PARCEL H
(AFFORDABLE BUILDING)

29' ROADWAY & UTILITY EASEMENT PER 1869 OR 534

N18°48'30"E 1479.75'

MOWRY AVENUE

CARGILL

SEE BELOW

SEE ABOVE

CITY OF NEWARK
SILLIMAN CENTER
APN 901-0110-013-03

U.P.R.R.

PROPOSED SANITARY SEWER LIFT STATION

BACKFLOW DEVICES TO BE SCREENED PER CITY REQUIREMENTS

AFFORDABLE BUILDING WATER SERVICES
NOT TO SCALE

## LEGEND

- SUBDIVISION BOUNDARY
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- FACE OF CURB
- LIP OF GUTTER
- LOT LINE
- EXISTING STORM DRAIN
- EXISTING SANITARY SEWER
- EXISTING WATER
- EXISTING OVERHEAD WIRE
- EXISTING FIELD INLET
- EXISTING CATCH BASIN
- PROPOSED WATER
- PROPOSED SEWER
- PROPOSED MANHOLE
- PROPOSED PUBLIC CATCH BASIN
- PROPOSED FIELD INLET
- PROPOSED STORM DRAIN
- PRELIMINARY JOINT TRENCH BOX
- PROPOSED TREES
- LIMIT OF PROJECT WORK

# MOWRY VILLAGE TRACT 8517

# PRELIMINARY UTILITY PLAN

## VESTING TENTATIVE MAP

CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

0 50 100 150

DATE: AUGUST 13, 2025
JOB NO.: 2872-000

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SHEET NO.
TM-5A
5 OF 33 SHEETS

F:\2872-000\ACAD\TM\ALT AFFORDABLE\TM05A.DWG

CITY OF NEWARK

OHLONE COMMUNITY COLLEGE DISTRICT
APN 901-0185-013-09

CITY OF NEWARK
SILLIMAN CENTER
APN 901-0110-013-03

SEE SHEET TM-5A

SEE BELOW

U.P.R.R.

12" W

A

WETLAND BOUNDARY

25'±

20' PROPOSED WATERLINE EASEMENT

21'±

22'±

B

40' EXISTING EVA EASEMENT PER 2018-169200

20' PRIVATE ROADWAY EASEMENT (INSTRUMENT NO. 95-043170) 5' PORTION

20' PRIVATE ROADWAY EASEMENT (INSTRUMENT NO. 95-043170) 15' PORTION

30' PROPOSED WATERLINE EASEMENT

CITY OF NEWARK
PARCEL 7
(4 ROS 23)

MOWRY AVENUE

GATE TO BE RELOCATED BEHIND TRAIL

SEE SHEET TM-5A

SEE ABOVE

20' PROPOSED WATERLINE EASEMENT

40' EXISTING EVA EASEMENT PER 2018-169200

WETLAND BOUNDARY

OHLONE COMMUNITY COLLEGE DISTRICT
APN 901-0185-013-09

EXISTING LINE D CHANNEL IMPROVEMENTS

ALAMEDA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

EXISTING ACWD WATERLINE EASEMENT PER 2020287073

8" NPW

12" W

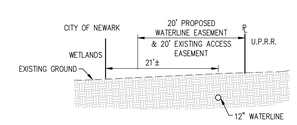
PROPOSED WATERLINES TO BE SUSPENDED ON EXISTING BRIDGE

SANCTUARY
TRACT 8270

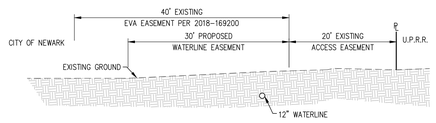
EXISTING ACWD WATERLINE EASEMENT PER 2024056924

SANCTUARY WEST
TRACT 8495

STEVENSON TECHNOLOGY PARK
APN 901-015-042-00




SECTION A-A
NOT TO SCALE




SECTION B-B
NOT TO SCALE

LEGEND

- SUBDIVISION BOUNDARY
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- FACE OF CURB
- LIP OF GUTTER
- LOT LINE
- EXISTING WATER (EX 16" W)
- EXISTING NON-POTABLE WATER (EX 12" NPW)
- PROPOSED WATER (8" W)
- LIMIT OF PROJECT WORK
- PROPOSED WATER VALVE
- PROPOSED WATER BLOW OFF

# MOWRY VILLAGE TRACT 8517
# PRELIMINARY OFFSITE WATERLINE EXTENSION VESTING TENTATIVE MAP

CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

0 50 100 150

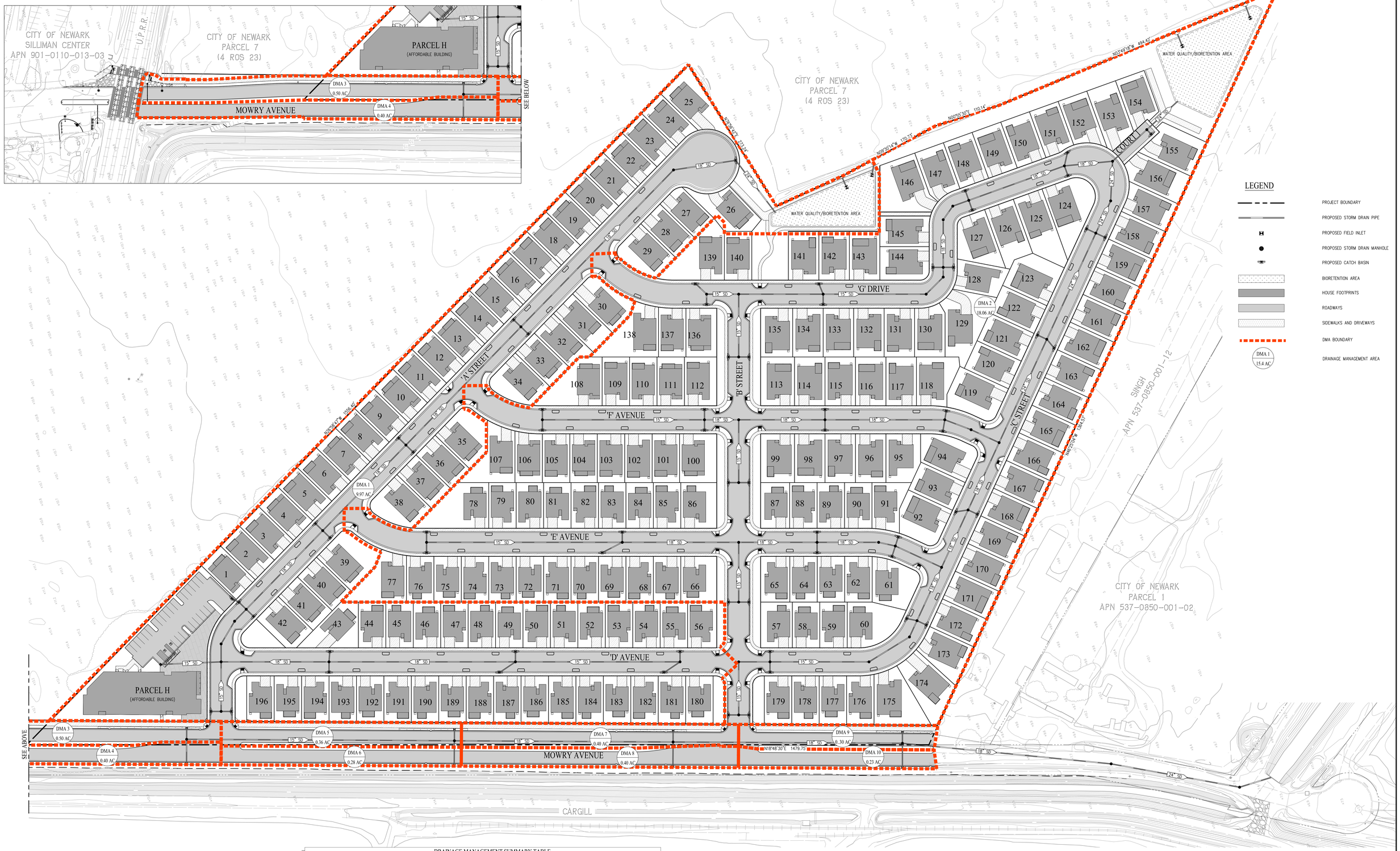
DATE: AUGUST 13, 2025
JOB NO.: 2872-000

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TM-5B
6 OF 33 SHEETS

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PRE PROJECT AND POST PROJECT COMPARISON

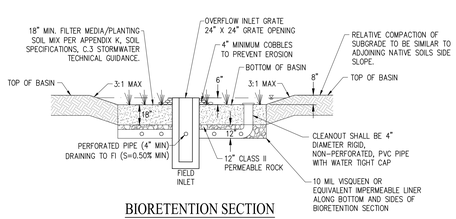
| | IMPERVIOUS (%) | PERVIOUS (%) | TOTAL (%) |
|---|---|---|---|
| PRE-PROJECT | 12.9 | 87.1 | 100 |
| POST-PROJECT | 64.9 | 35.1 | 100 |

DRAINAGE MANAGEMENT SUMMARY TABLE

| DRAINAGE MANAGEMENT AREA | TOTAL AREA (SF) | TOTAL IMPERVIOUS AREA (SF) | TOTAL PERVIOUS AREA (SF) | EFFECTIVE IMPERVIOUS AREA (SF) | 4% TREATMENT AREA(SF) | TREATMENT AREA BASED ON FLOW & VOLUME(SF) | 3% TREATMENT AREA(SF) | PROPOSED TREATMENT AREA(SF) |
|---|---|---|---|---|---|---|---|---|
| DMA 1 | 434,355 | 289,437 | 144,918 | 303,209 | 12,157 | 8,436 | 9,118 | 9,128 |
| DMA 2 | 786,592 | 494,765 | 291,827 | 523,948 | 20,958 | 14,543 | 15,718 | 15,730 |
| **TOTAL** | **1,220,947** | **784,202** | **436,745** | **827,157** | **33,115** | **22,979** | **24,836** | **24,858** |

OFFSITE DRAINAGE MANAGEMENT SUMMARY TABLE

| DRAINAGE MANAGEMENT AREA | TOTAL AREA (SF) | TOTAL IMPERVIOUS AREA (SF) | TOTAL PERVIOUS AREA (SF) | EFFECTIVE IMPERVIOUS AREA (SF) | 4% TREATMENT AREA(SF) | TREATMENT AREA BASED ON FLOW & VOLUME(SF) | 3% TREATMENT AREA(SF) | PROPOSED TREATMENT AREA(SF) |
|---|---|---|---|---|---|---|---|---|
| DMA 3 | 21,846 | 16,144 | 5,702 | 16,714 | 669 | 464 | 501 | 501 |
| DMA 4 | 17,461 | 13,828 | 3,633 | 14,191 | 568 | 394 | 426 | 426 |
| DMA 5 | 15,761 | 10,765 | 4,996 | 11,265 | 451 | 313 | 338 | 338 |
| DMA 6 | 12,210 | 8,660 | 3,550 | 9,015 | 361 | 250 | 270 | 270 |
| DMA 7 | 17,642 | 12,240 | 5,402 | 12,780 | 511 | 355 | 383 | 383 |
| DMA 8 | 14,636 | 10,969 | 3,667 | 11,336 | 453 | 315 | 340 | 340 |
| DMA 9 | 12,888 | 8,778 | 4,110 | 9,189 | 368 | 255 | 276 | 276 |
| DMA 10 | 10,076 | 7,223 | 2,853 | 7,508 | 300 | 208 | 225 | 225 |
| **TOTAL** | **122,520** | **88,607** | **33,913** | **91,998** | **3,681** | **2,554** | **2,759** | **2,759** |




BIORETENTION SECTION

NOT TO SCALE

# MOWRY VILLAGE TRACT 8517
# PRELIMINARY STORMWATER CONTROL PLAN
# VESTING TENTATIVE MAP

CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

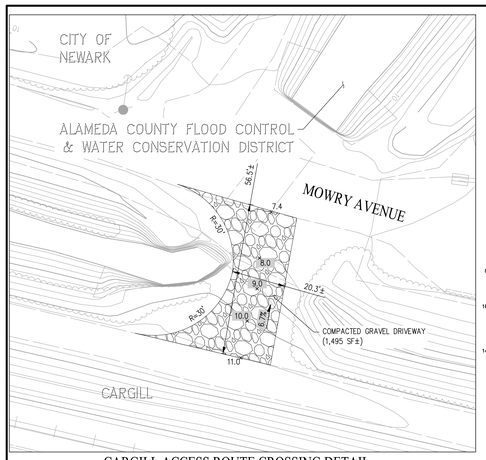
0 50 100 150

DATE: AUGUST 13, 2025
JOB NO.: 2872-000

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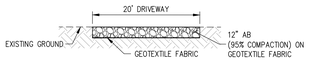
SHEET NO.
TM-6
7 OF 33 SHEETS

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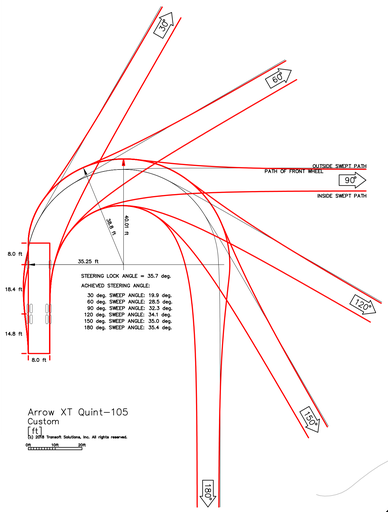

CARGILL ACCESS ROUTE CROSSING DETAIL

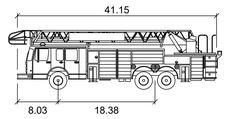
SCALE: 1" = 20'




GRAVEL DRIVEWAY SECTION

NOT TO SCALE




Arrow XT Quint-105

| | feet |
|---|---|
| Width | : 8.00 |
| Track | : 9.06 |
| Lock to Lock Time | : 4.0 |
| Steering Angle | : 35.7 |

CITY OF NEWARK
PARCEL 7
(4 ROS 23)

NO STOPPING FIRE LANE R26F(CA)

WATER QUALITY/ BIORETENTION AREA

WATER QUALITY/ BIORETENTION AREA

COURT 1
PARCEL B

PARCEL C

'G' DRIVE

'F' AVENUE

'A' STREET

'B' STREET

'C' STREET

'E' AVENUE

PARCEL A

PARCEL G

'D' AVENUE

PARCEL H
(AFFORDABLE BUILDING)

PARCEL D

PARCEL E

PARCEL F

MOWRY AVENUE

N18°48'30"E 1479.75'

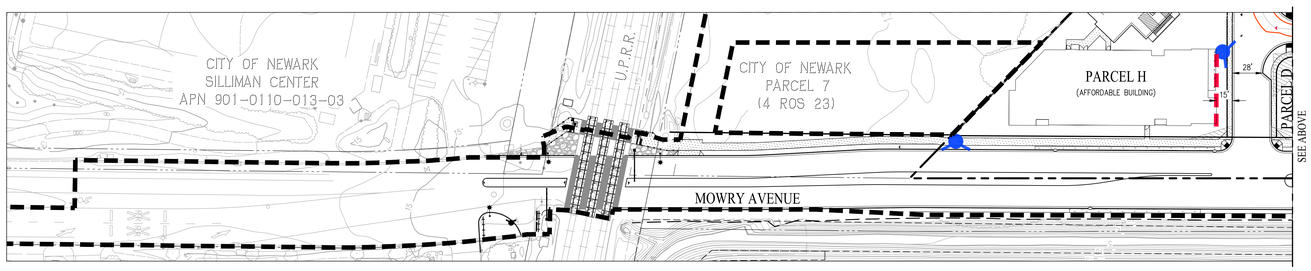
SINGH
APN 537-0850-001-12

CITY OF NEWARK
PARCEL 1
APN 537-0850-001-02

SEE THIS SHEET FOR CARGILL ACCESS ROUTE DETAIL AND GRAVEL DRIVEWAY SECTION

SEE BELOW

CARGILL




LEGEND

ALAMEDA COUNTY FIRE TRUCK TURN TEMPLATE FOR THE CITY OF NEWARK (ARROW XT QUINT 105)

PROPOSED FIRE HYDRANT

PARKING STALL

FIRE APPARATUS ACCESS ROAD

NO PARKING(FIRE LANE) SIGN

LIMIT OF PROJECT WORK

FIRE APPARATUS ACCESS

# MOWRY VILLAGE TRACT 8517

# FIRE ACCESS PLAN

## VESTING TENTATIVE MAP

CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

0 50 100 150

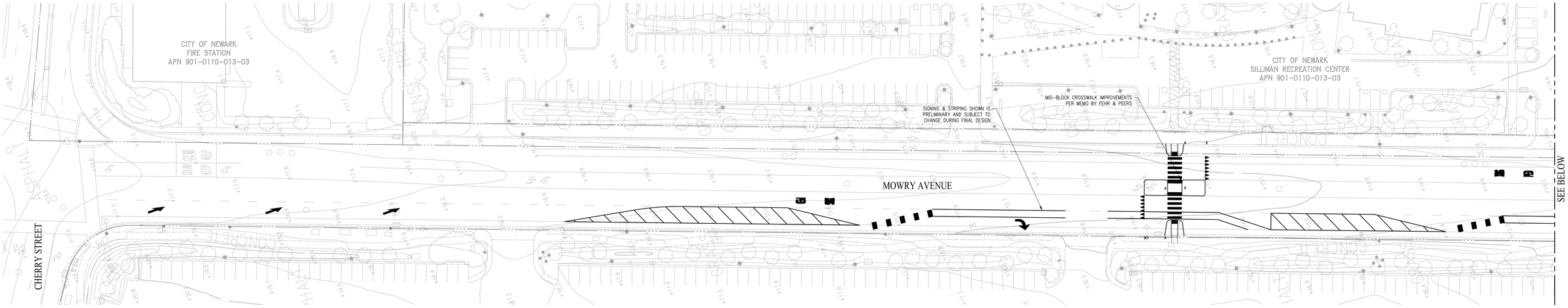
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JOB NO.: 2872-000

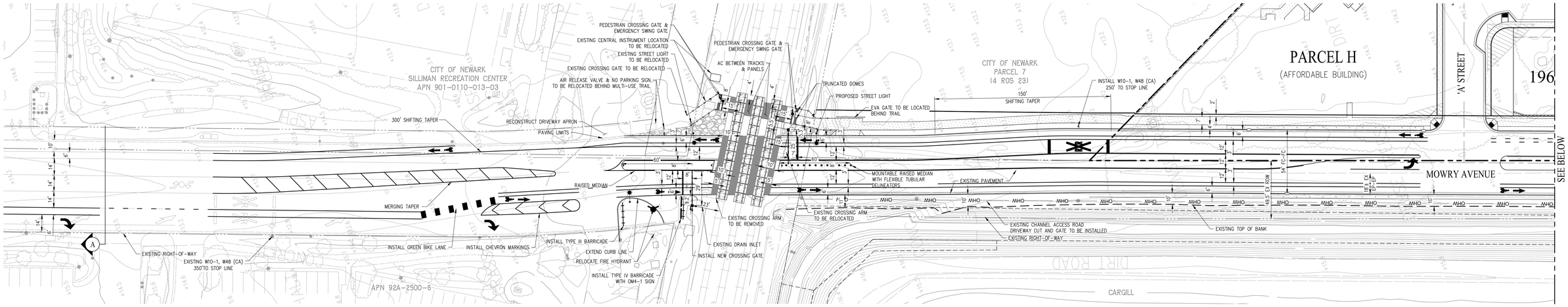
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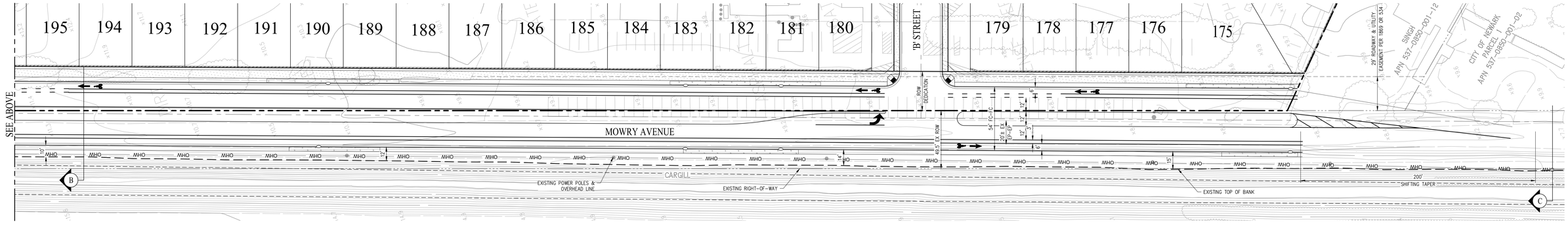
SHEET NO.
TM-7
8 OF 33 SHEETS

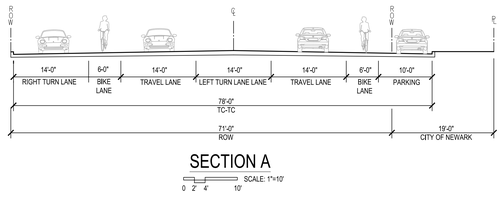
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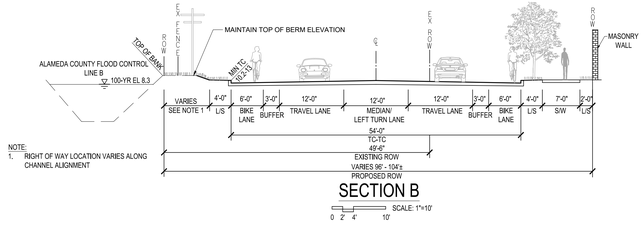



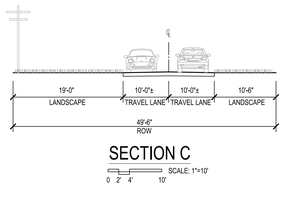

SECTION A

SCALE: 1"=10'




SECTION B

SCALE: 1"=10'




SECTION C

SCALE: 1"=10'

## ROADWAY TRANSITION CALCULATIONS

NORTH OF UPRR TRACKS

DESIGN SPEED ASSUMPTION: 35 MPH

# MOWRY VILLAGE TRACT 8517

# MOWRY AVENUE PLAN LINE

## VESTING TENTATIVE MAP

CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

0 30 60 90

DATE: AUGUST 13, 2025
JOB NO.: 2872-000

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SHEET NO.
TM-8
9 OF 33 SHEETS

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45X75
PLAN 2

TYPICAL PRIVATE OPEN SPACE
NOT TO SCALE

| PRIVATE OPEN SPACE SUMMARY | | |
|---|---|---|
| DESCRIPTION | REQUIRED | PROVIDED |
| TOTAL PRIVATE OPEN SPACE: REQUIRED: 196 LOTS X 200 SF | 39,200 SF± (0.89 AC±) | 165,801 SF± (3.81 AC±) |

| COMMON OPEN SPACE SUMMARY | | |
|---|---|---|
| PARCEL | DESCRIPTION | AREA (SF±) |
| A | OPEN SPACE | 11,514 |
| C | OPEN SPACE/BIORETENTION | 21,624 |
| D | OPEN SPACE | 1,376 |
| E | OPEN SPACE | 1,466 |
| F | OPEN SPACE | 1,466 |
| G | OPEN SPACE | 1,954 |
| H | AFFORDABLE BUILDING | 8,230 |
| | **COMMON OPEN SPACE PROVIDED:** | **47,630 (1.09 AC±)** |

| OPEN SPACE SUMMARY | | | |
|---|---|---|---|
| DESCRIPTION | | REQUIRED | PROVIDED |
| SINGLE FAMILY RESIDENCE | (COMMON) | 196 LOTS X 200 SF 39,200 SF± (0.89 AC±) | 39,400 SF± (0.90 AC±) |
| | (PRIVATE) | 196 LOTS X 200 SF 39,200 SF± (0.89 AC±) | 165,801 SF± (3.81 AC±) |
| AFFORDABLE BUILDING* | (COMMON) | 30 UNITS X 200 SF 6,000 SF± (0.14 AC±) | 8,230 SF± (0.19 AC±) |
| **TOTAL OPEN SPACE:** | | **84,400 SF± (1.94 AC±)** | **213,431 SF± (4.90 AC±)** |

NOTE:
*AFFORDABLE BUILDING OPEN SPACE IS PROPOSED TO MEET THE RH ZONING STANDARD OF 200 SF PER UNIT PER SECTION 17.07.030D OF THE NEWARK MUNICIPAL CODE(NMC), AS THE RS DISTRICT HAS NO REQUIRED OPEN SPACE. NMC 17.07.030D(2a) REQUIRES A MINIMUM FIFTY PERCENT OF OPEN SPACE TO BE PROVIDED AS COMMON OPEN SPACE. THE AFFORDABLE BUILDING OPEN SPACE MEETS 200 SF PER UNIT SOLELY USING COMMON OPEN SPACE.

LEGEND:
- SUBDIVISION BOUNDARY
- RIGHT OF WAY
- LOT LINE
- COMMON OPEN SPACE AREAS
- PRIVATE OPEN SPACE AREAS AT REAR YARD

# MOWRY VILLAGE TRACT 8517
# OPEN SPACE AREAS
## VESTING TENTATIVE MAP

CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

0 50 100 150

DATE: AUGUST 13, 2025
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SHEET NO.
TM-9
10 OF 33 SHEETS

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# Attachment 2



NEW TRADITIONAL MEDITERRANEAN

Based on the Spanish Colonial and Italian Renaissance Revival styles in the early 20th Century, the New Traditional Mediterranean bows to earlier home building traditions found in Arizona and Southern California. The composition and details are instantly familiar. Inviting combination of horizontal stone masonry and sanded stucco. Proportioned gable and hip roof combinations. Large and many windows at the Front Elevation. Shutters present that fit window sizes. Window muntins and sill simulate depth typical of earlier traditional style.

WINDOW SHUTTERS
GABLE END DETAILS & OUTLOOKERS
ENHANCED WINDOW SILLS
STONE VENEER

CONTEMPORARY SPANISH

Based on simple early Spanish missions, the style uses minimal decorative details borrowed from Spanish Revival homes that are most common in southwestern states; particularly California, Arizona, and Texas. Identifying features are low-pitched roofs, with little to no overhang, and red tile roof covering; typically one or more prominent arches placed above a door or principle window, or beneath a porch roof; wall surface is usually stucco; facade normally asymmetrical.

HIPPED ROOF WITH LOW PROFILE S TILE
ENHANCED WINDOW SILLS
LOW WAINSCOT STUCCO DETAIL WITH COLOR ACCENT
ARCHED PORCH ENTRY

COTTAGE

Based on English rural or semi-rural holiday homes with modest decoration, evoking story-book charm with vertical board and batten, stucco walls, gable roofs, and small porches. Typical uncut or rough cut irregular course stone masonry adds to the informal and woodsy feel.

STUCCO
PITCHED HIP ROOFS
BOARD AND BATTEN
GABLE END DETAILS
ENHANCED WINDOW SILLS

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INTEGRAL Communities
A DIVERSIFIED REAL ESTATE COMPANY

**Mowry Village 45x75 Lots**
Newark, CA #2018-1115

CONCEPTUAL PLANS
01-09-2019
05-03-2019
11-15-2019
12-17-2019
06-29-2020
11-04-2020
12-17-2019

45x75 LOT STREET SCENE

S1



AGRARIAN / FARMHOUSE

Evolved from the regional vernacular of homes built on farm lands to become rustic, warm, traditional and chic. Covered porches, gable roofs, and exposed wood are the most classic components of the style. This architecture embodied the need for basic comfort and is both practical and pleasant in design with rich textures and materials.

STUCCO
VERTICAL BOARD & BATTEN
GABLE END DETAILS WITH TRIM/KICKER/OUTLOOKER
PREDOMINANT PORCH
LIGHT BODY COLOR WITH ACCENT TREATMENTS
WINDOW SHUTTERS

COUNTRY EUROPEAN

Based on early French Colonial houses with high, steeply pitched roofs. Some examples had a characteristic pavilion roof form, which is steeply hipped. Stone masonry is commonly used around the foundations, with stucco walls above. Narrow window openings with paired shutters.

STUCCO
PITCHED HIP ROOFS
GABLE END DETAILS
ARCHED PORCH ENTRY
STONE VENEER
WINDOW SHUTTERS
ENHANCED WINDOW SILLS

CONTEMPORARY SPANISH

Based on simple early Spanish missions, the style uses minimal decorative details borrowed from Spanish Revival homes that are most common in southwestern states; particularly California, Arizona, and Texas. Identifying features are low-pitched roofs, with little to no overhang, and red tile roof covering; typically one or more prominent arches placed above a door or principle window, or beneath a porch roof; wall surface is usually stucco; facade normally asymmetrical.

STUCCO
HIPPED ROOF WITH LOW PROFILE S TILE
ENHANCED WINDOW SILLS
LOW WAINSCOT STUCCO DETAIL WITH COLOR ACCENT
ARCHED PORCH ENTRY

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INTEGRAL Communities
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**Mowry Village 45x80 Lots**
Newark, CA
#2018-1115

CONCEPTUAL PLANS
01-09-2019
05-03-2019
11-15-2019
12-17-2019
06-29-2020
11-04-2020

45x80 LOT STREET SCENE

S2



NEW TRADITIONAL COLONIAL

Based on the Colonial Revival style in the early 20th Century, the New Traditional Colonial bows to earlier home building traditions found in New England. The composition and details are instantly familiar. Inviting combination of brick masonry and horizontal siding. Large front gable. Large and many windows at the Front Elevation. Shutters present. Window muntins and sill simulate depth typical of earlier traditional style.

STUCCO
LAP SIDING
GABLE END DETAILS KICKER / OUTLOOKER
WINDOW SHUTTERS
ENHANCED WINDOW SILLS
STONE VENEER

AGRARIAN / FARMHOUSE

Evolved from the regional vernacular of homes built on farm lands to become rustic, warm, traditional and chic. Covered porches, gable roofs, and exposed wood are the most classic components of the style. This architecture embodied the need for basic comfort and is both practical and pleasant in design with rich textures and materials.

STUCCO
VERTICAL BOARD & BATTEN
GABLE END DETAILS WITH TRIM/KICKER/OUTLOOKER
PREDOMINANT PORCH
LIGHT BODY COLOR WITH ACCENT TREATMENTS
WINDOW SHUTTERS
ENHANCED WINDOW SILL
STONE VENEER

COTTAGE

•Based on English rural or semi-rural holiday homes with modest decoration, evoking story-book charm with vertical board and batten, stucco walls, gable roofs, and small porches. Typical uncut or rough cut irregular course stone masonry adds to the informal and woodsy feel.

STUCCO
PITCHED HIP ROOFS
GABLE END DETAILS
STONE VENEER
ENHANCED WINDOW SILLS

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**Mowry Village 50x80 Lots**
Newark, CA
#2018-1115

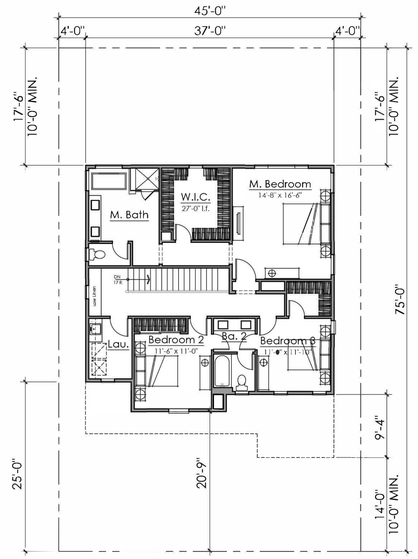
CONCEPTUAL PLANS
01-09-2019
05-03-2019
11-15-2019
12-17-2019
06-29-2020
11-04-2020

50x80 LOT STREET SCENE

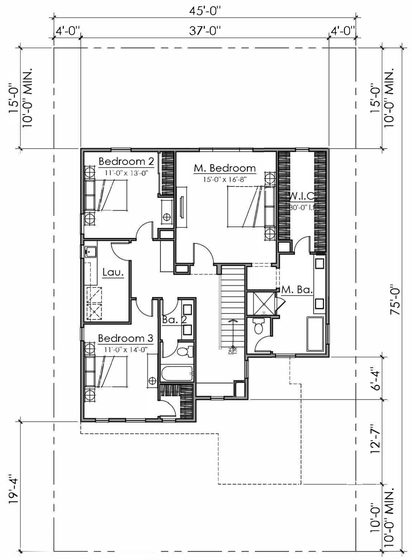
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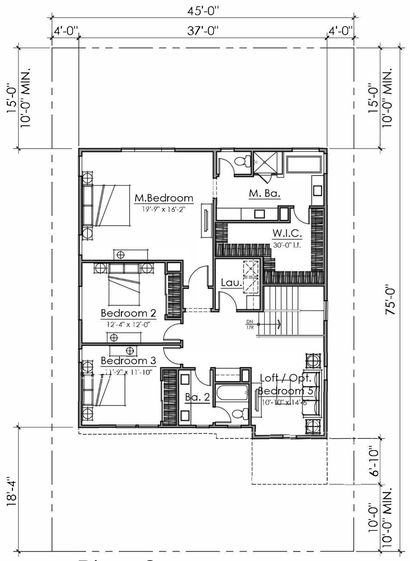
NOT TO SCALE




Plan 1 -
First Floor

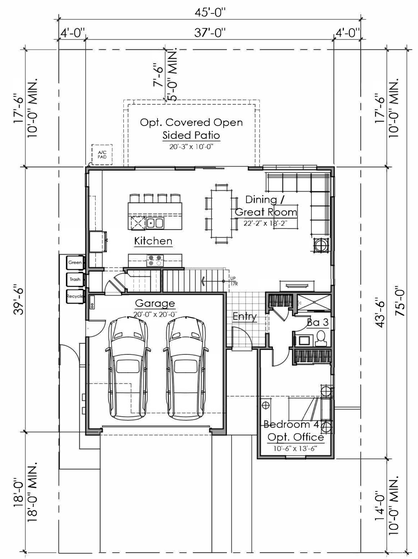



Plan 2 -
First Floor



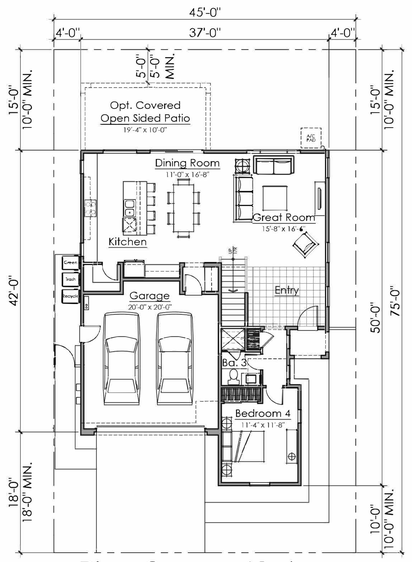

Plan 3 -
First Floor

Second Floor



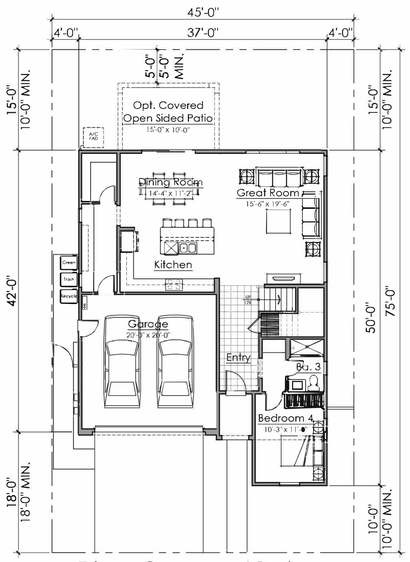

Plan 1 -
First Floor

4 Bedrooms
3 Baths
2,275 s.f. Approx.




Plan 2 -
First Floor

4 Bedrooms
3 Baths
2,477 s.f. Approx.




Plan 3 -
First Floor

4 Bedrooms
3 Baths
2,693 s.f. Approx.

FLOOR PLANS
45x75 LOTS

**NOTE:**
EACH HOUSE ADDRESS SHALL BE WELL PLACED, ILLUMINATED, EASILY RECOGNIZED AND CLEARLY VISIBLE FROM THE ADJACENT ROADWAY



NOT TO SCALE

**KEY MAP:**
LOTS IN YELLOW INDICATE LOTS TO HAVE CORNER ENHANCED ELEVATIONS

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MOWRY VILLAGE 45X75 LOTS
NEWARK, CA #2018-1115

CONCEPTUAL PLANS
11-01-2019

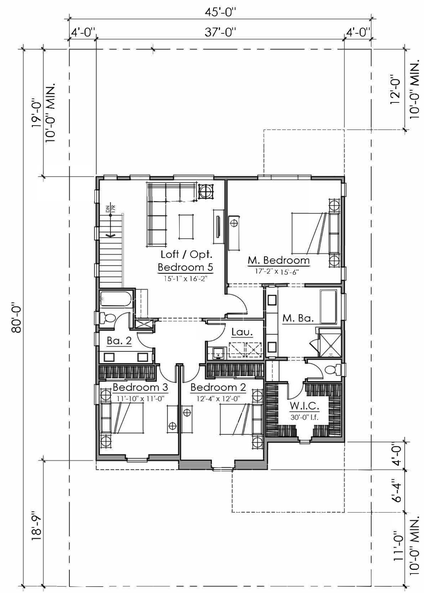
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45x75 LOTS
FLOOR PLAN SETBACKS
SAMPLE STREET SCENE

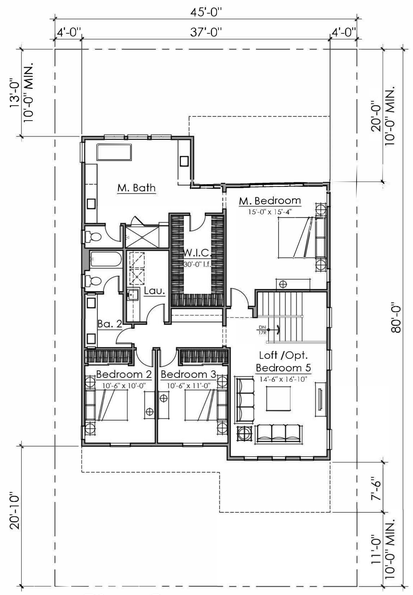
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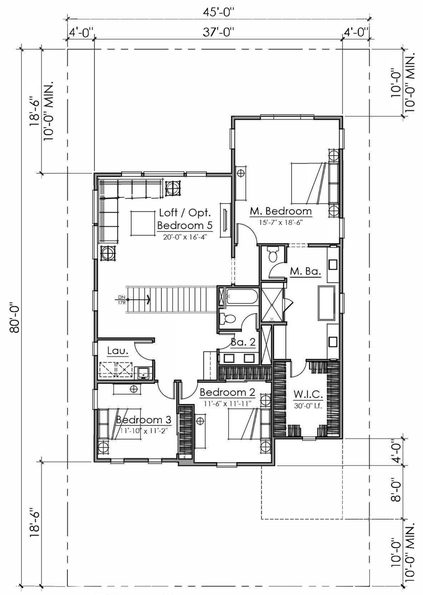
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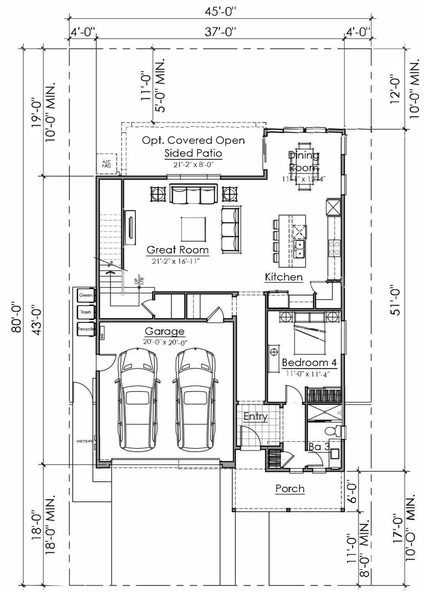

Plan 1 -
Second Floor




Plan 2 -
Second Floor

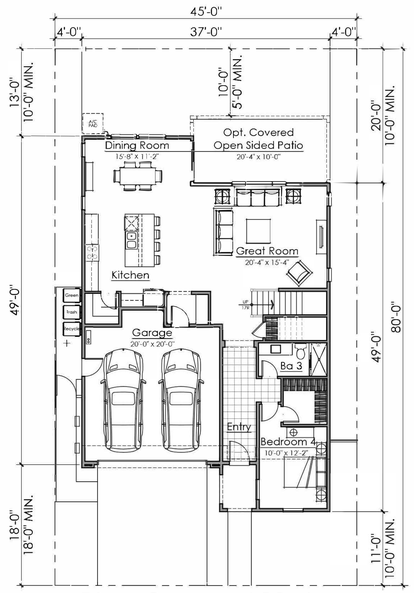



Plan 3 -
Second Floor



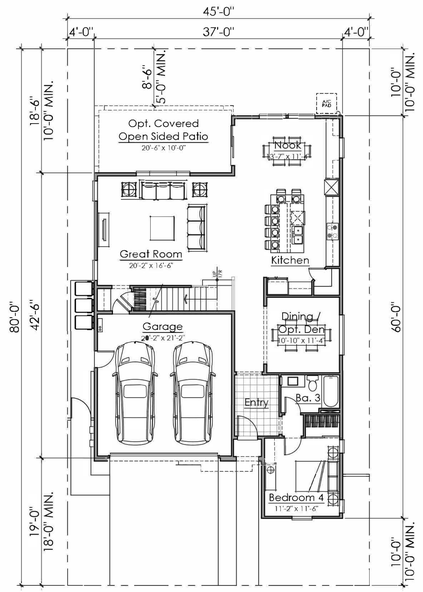

Plan 1 -
First Floor

4-5 Bedrooms
3 Baths
2,751 s.f. Approx.




Plan 2 -
First Floor

4-5 Bedrooms
3 Baths
2,851s.f. Approx.




Plan 3 -
First Floor

4-5 Bedrooms
3 Baths
3,043 s.f.
Approx.

FLOOR PLANS
45x80 LOTS

**NOTE:**
EACH HOUSE ADDRESS SHALL BE WELL PLACED, ILLUMINATED, EASILY RECOGNIZED AND CLEARLY VISIBLE FROM THE ADJACENT ROADWAY



NOT TO SCALE

**KEY MAP:**
LOTS IN YELLOW INDICATE LOTS TO HAVE CORNER ENHANCED ELEVATIONS


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**MOWRY VILLAGE 45X80 LOTS**
NEWARK, CA #2018-1115

CONCEPTUAL PLANS
11-15-2019

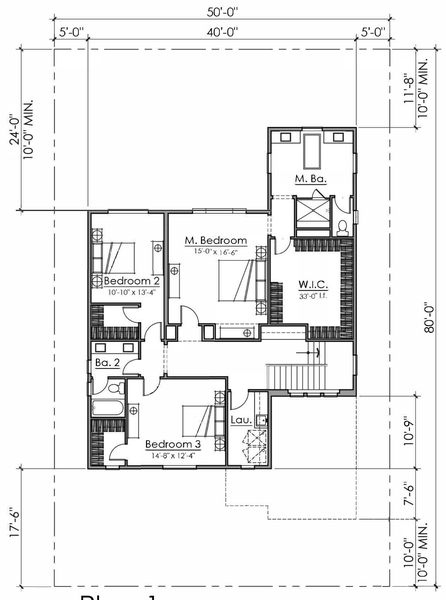
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45x80 LOTS
FLOOR PLAN SETBACKS
SAMPLE STREET SCENE

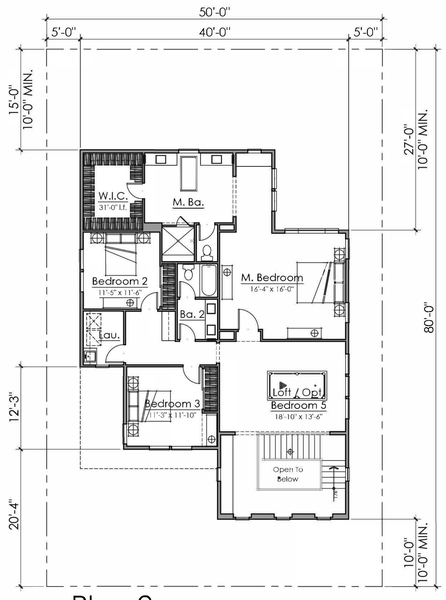
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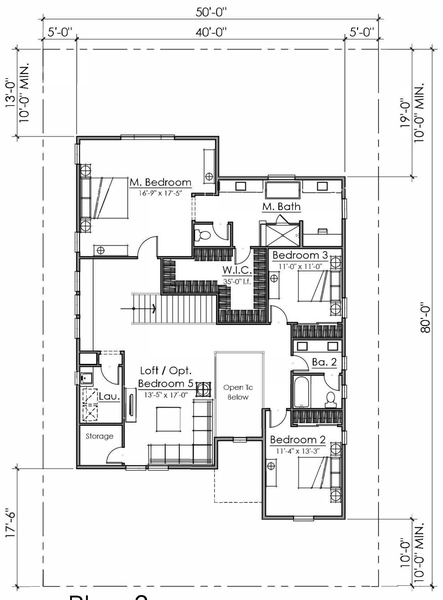
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Plan 1 -
Second Floor

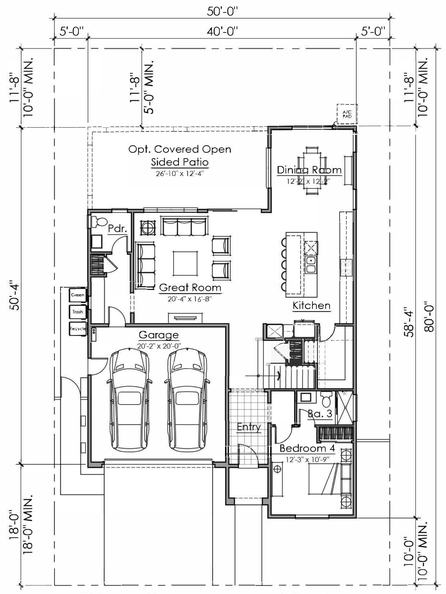



Plan 2 -
Second Floor



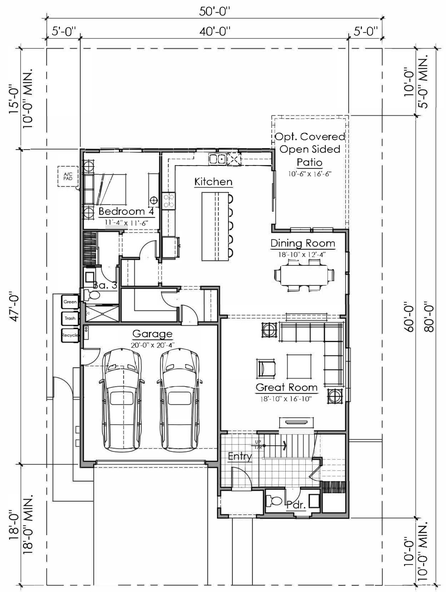

Plan 3 -
Second Floor

**NOTE:**
EACH HOUSE ADDRESS SHALL BE WELL PLACED, ILLUMINATED, EASILY RECOGNIZED AND CLEARLY VISIBLE FROM THE ADJACENT ROADWAY



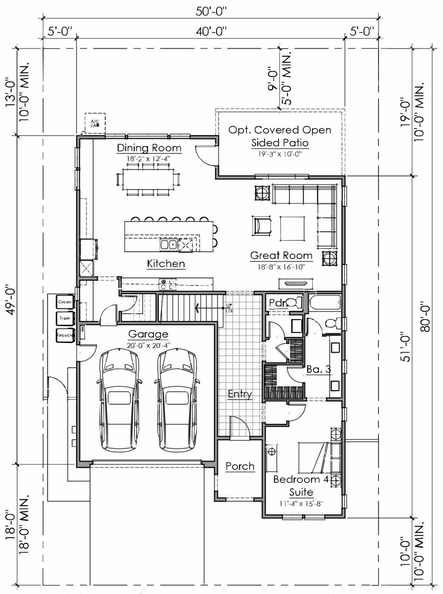

Plan 1 -
First Floor

4 Bedrooms
3.5 Baths
2,903 s.f. Approx.




Plan 2 -
First Floor

4-5 Bedrooms
3.5 Baths
3,168 s.f. Approx.




Plan 3 -
First Floor

4-5 Bedrooms
3.5 Baths
3,304 s.f. Approx.



NOT TO SCALE

**KEY MAP:**
LOTS IN YELLOW INDICATE LOTS TO HAVE CORNER ENHANCED ELEVATIONS

# FLOOR PLANS
# 50x80 LOTS


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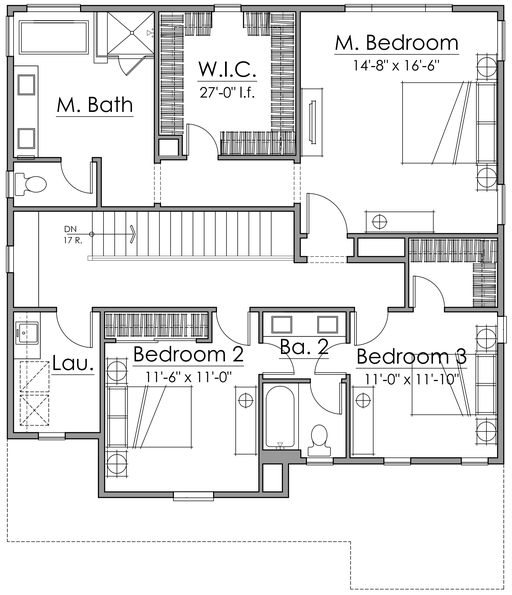

**MOWRY VILLAGE 50X80 LOTS**
NEWARK, CA #2018-1115

CONCEPTUAL PLANS
11-15-2019

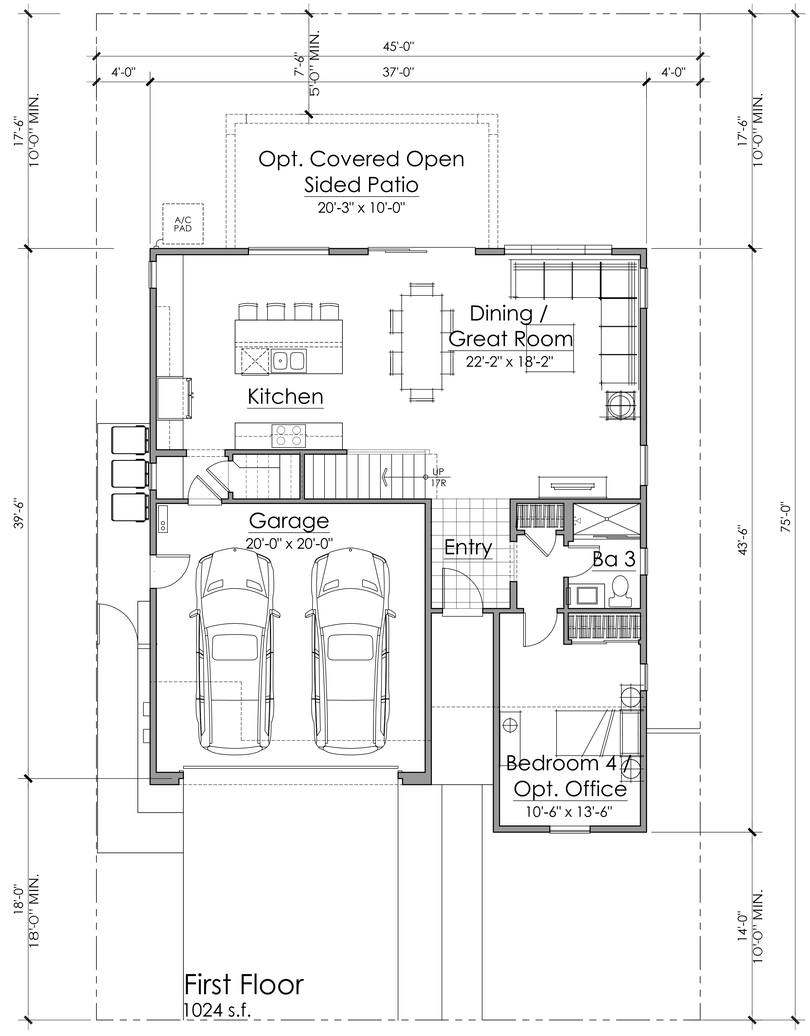
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50x80 LOTS
FLOOR PLAN SETBACKS
SAMPLE STREET SCENE

A0.3




## Second Floor
1251 s.f.




## First Floor
1024 s.f.

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**MOWRY VILLAGE 45X75 LOTS**
NEWARK, CA #2018-1115

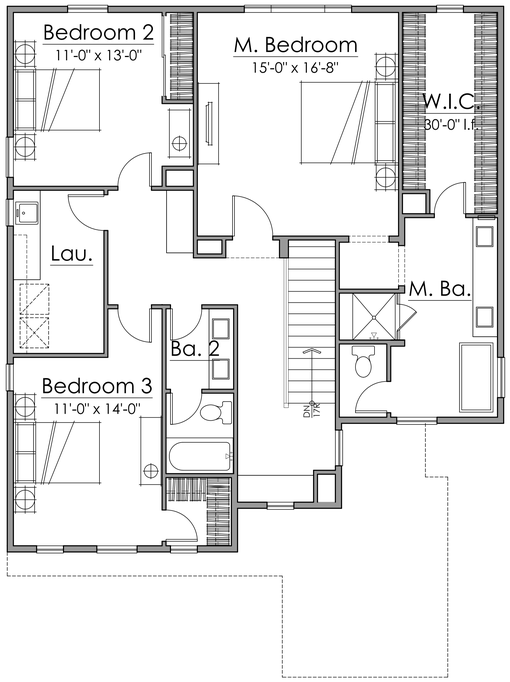
CONCEPTUAL PLANS
11-01-2019

0 2 4 8

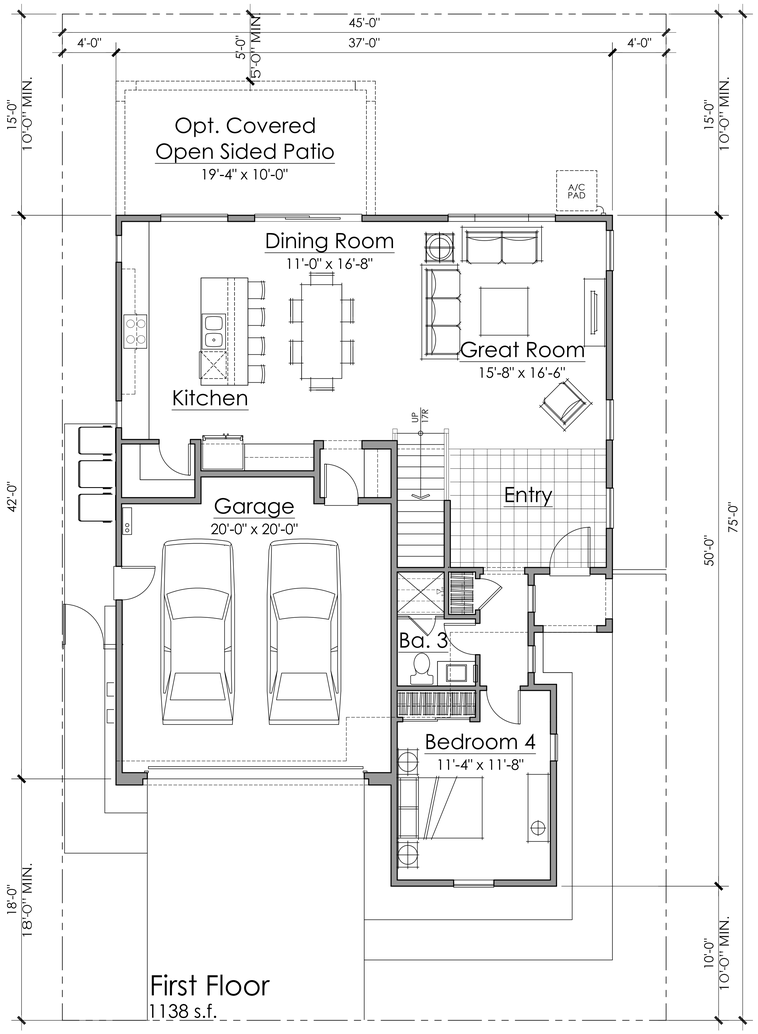
4 Bedrooms
3 Baths
2275 S.F.

PLAN 1
FLOOR PLAN

A1.1




Second Floor
1339 s.f.




First Floor
1138 s.f.

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510.272.2910
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A DIVERSIFIED REAL ESTATE COMPANY

**MOWRY VILLAGE 45X75 LOTS**
NEWARK, CA #2018-1115

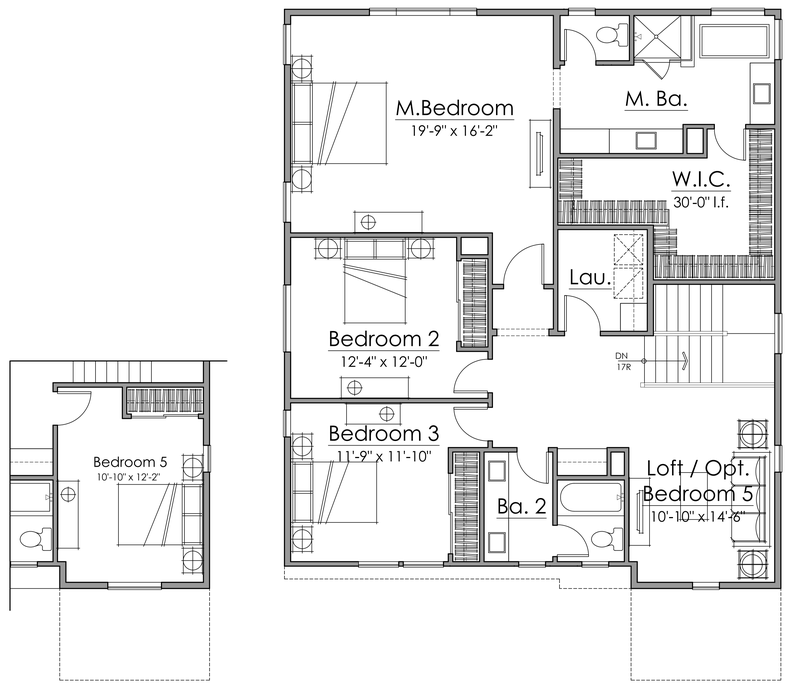
CONCEPTUAL PLANS
11-01-2019

0 2 4 8

4 Bedrooms
3 Baths
2477 S.F.

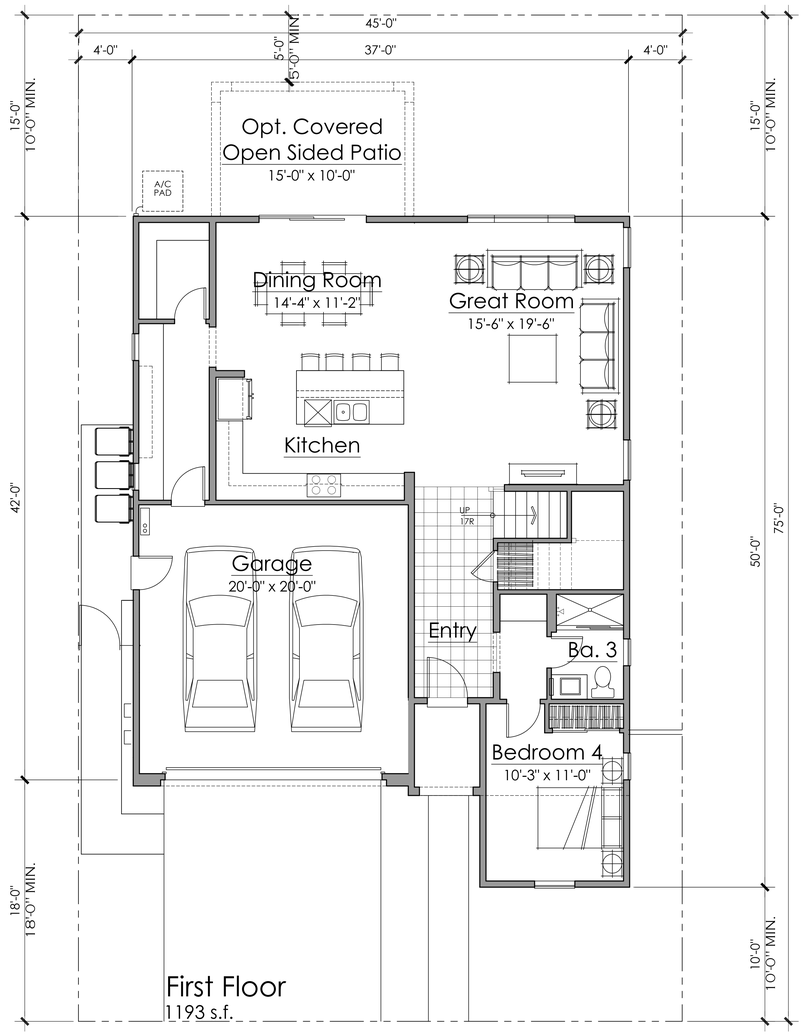
PLAN 2
FLOOR PLAN

A2.1




Opt. Bedroom 5

## Second Floor
1500 s.f.




## First Floor
1193 s.f.

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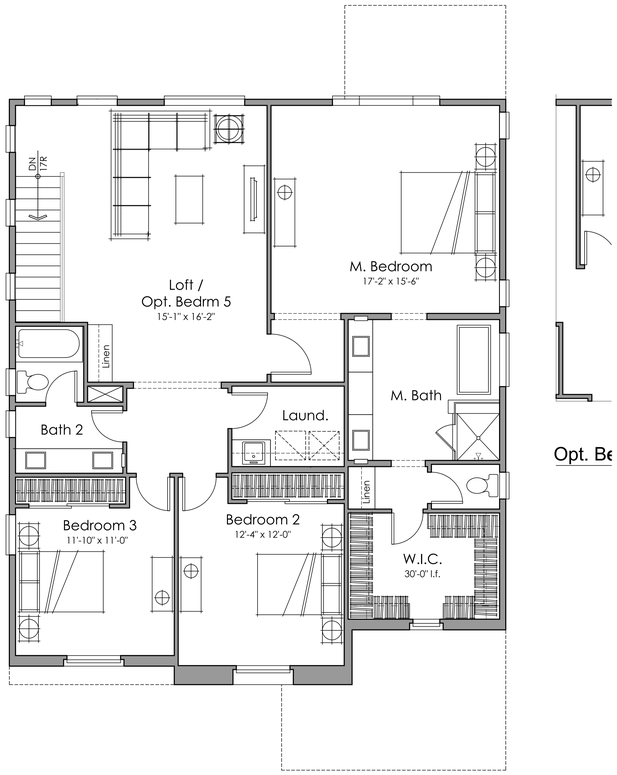
CONCEPTUAL PLANS
11-01-2019

0 2 4 8

4 Bedrooms + Loft
Opt. Bedroom 5 3
Baths
2693 S.F.

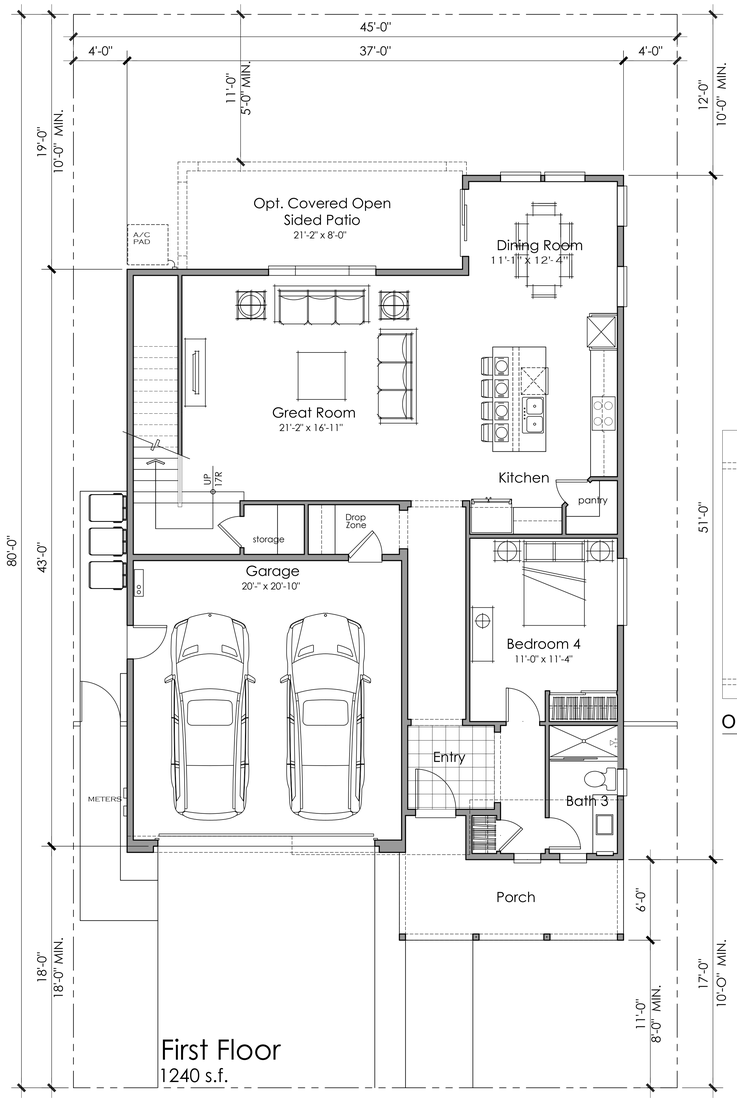
PLAN 3
FLOOR PLAN

A3.1

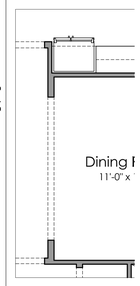



Second Floor
1511 s.f.




First Floor
1240 s.f.




Opt. Dining

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NEWARK, CA #2018-1115

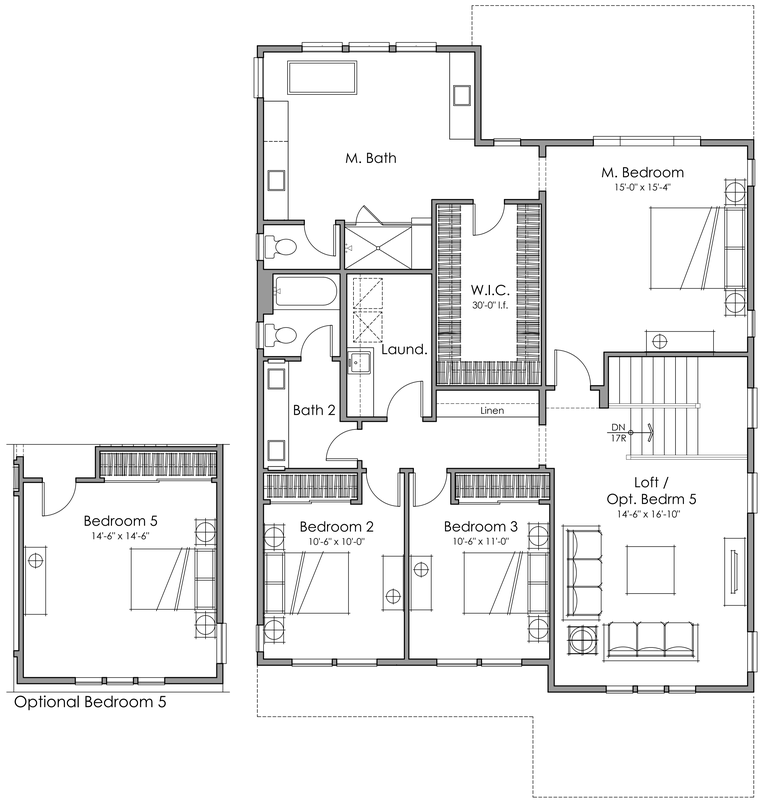
CONCEPTUAL PLANS
11-15-2019

0 2 4 8

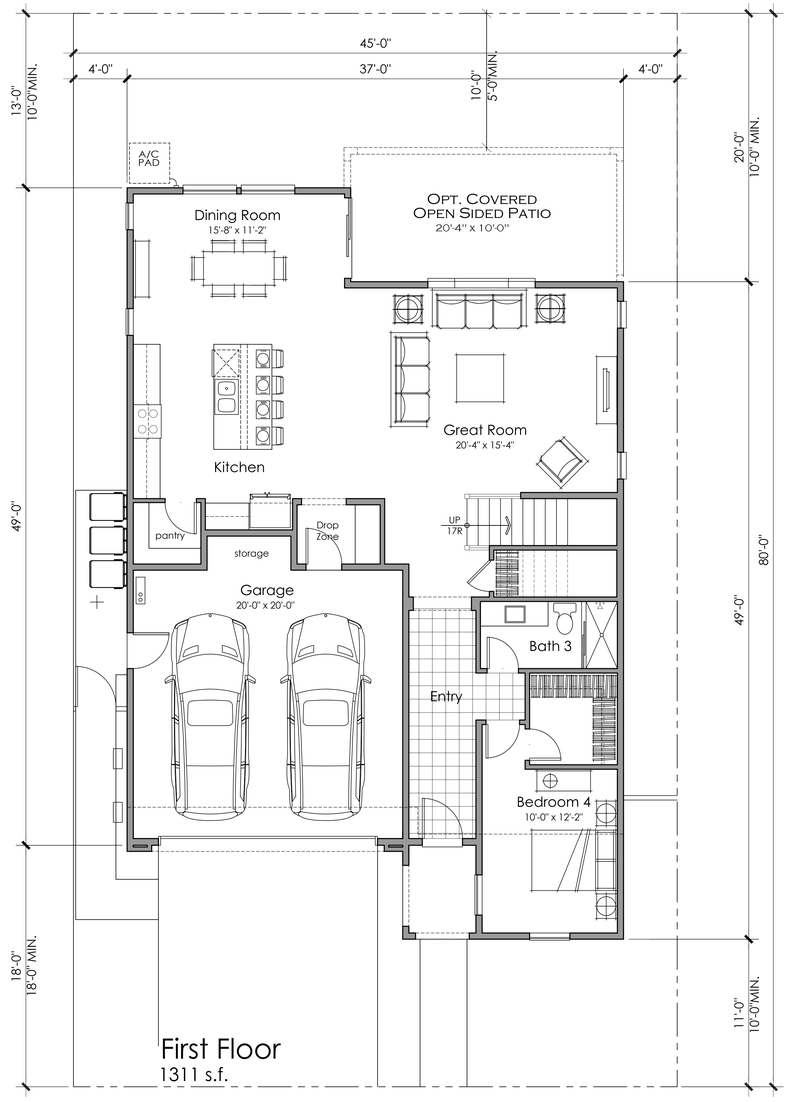
4 Bedrooms + Loft
Opt. Bedroom 5
3 Baths
2751 S.F.

PLAN 1
FLOOR PLAN

A1.1




## Second Floor
1540 s.f.




## First Floor
1311 s.f.

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**MOWRY VILLAGE 45X80 LOTS**
NEWARK, CA #2018-1115

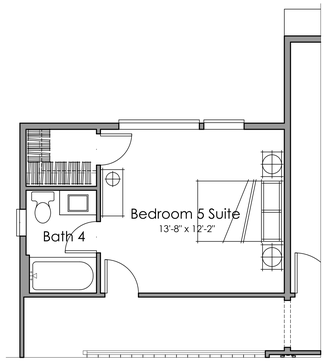
CONCEPTUAL PLANS
11-15-2019

0 2 4 8

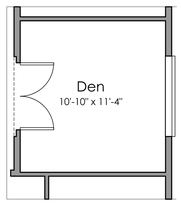
4 Bedrooms + Loft
Opt. Bedroom 5
3 Baths
2851 S.F.

PLAN 2
FLOOR PLAN

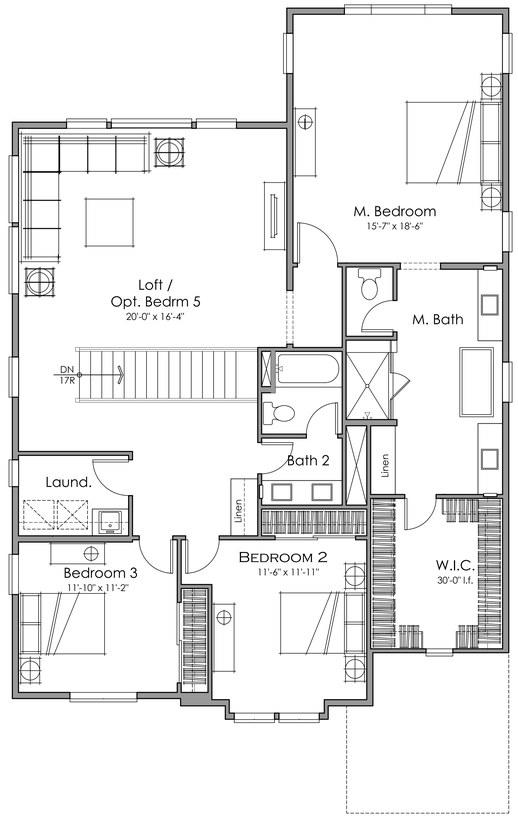
A2.1



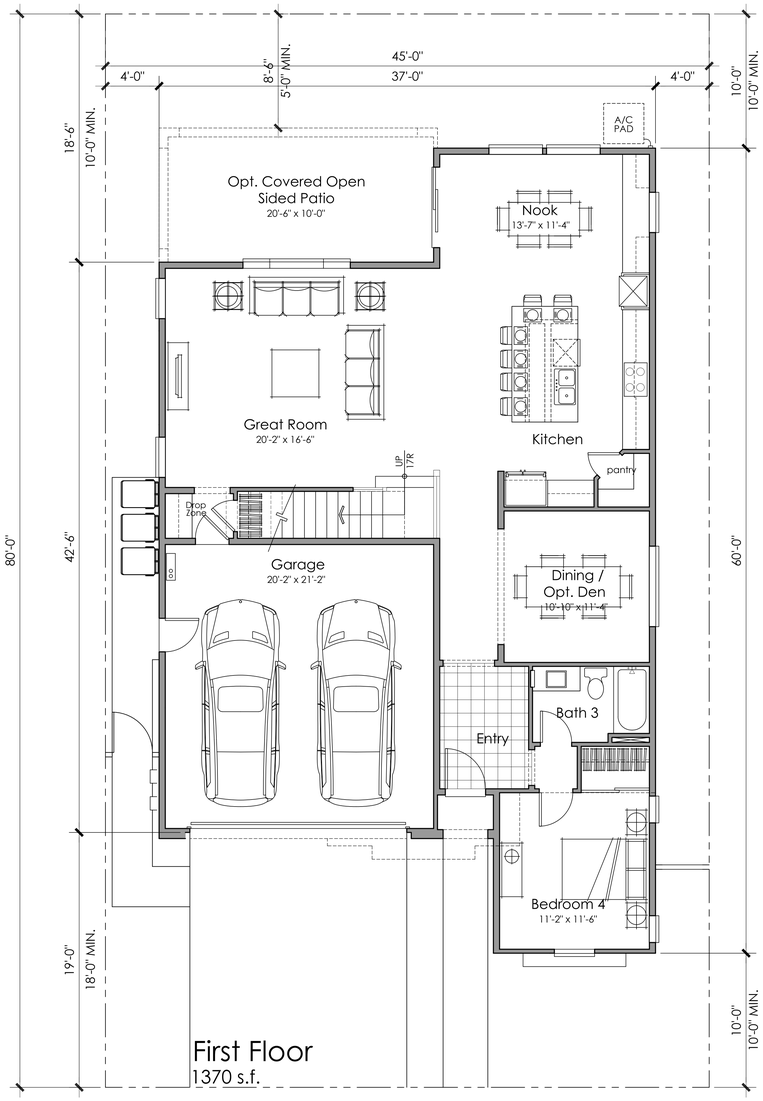

Opt. Bedroom 5 Suite




Opt. Den




Second Floor
1673 s.f.




First Floor
1370 s.f.

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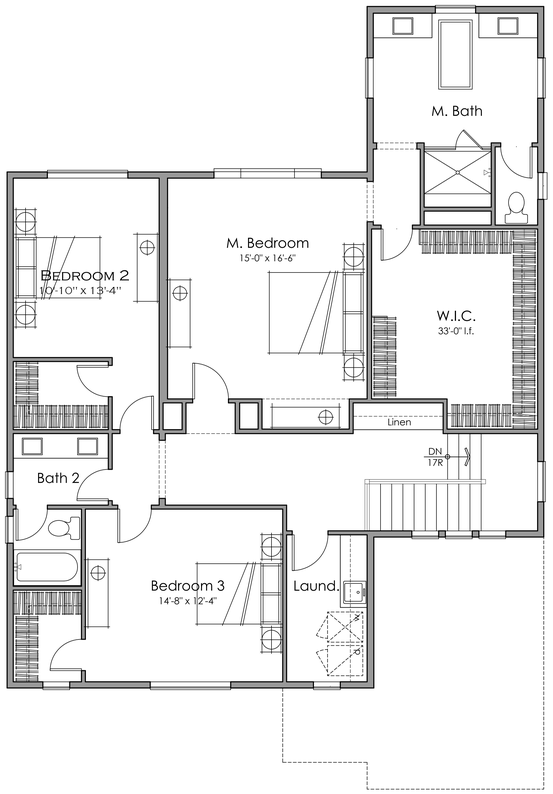
**MOWRY VILLAGE 45X80 LOTS**
NEWARK, CA #2018-1115

CONCEPTUAL PLANS
11-15-2019

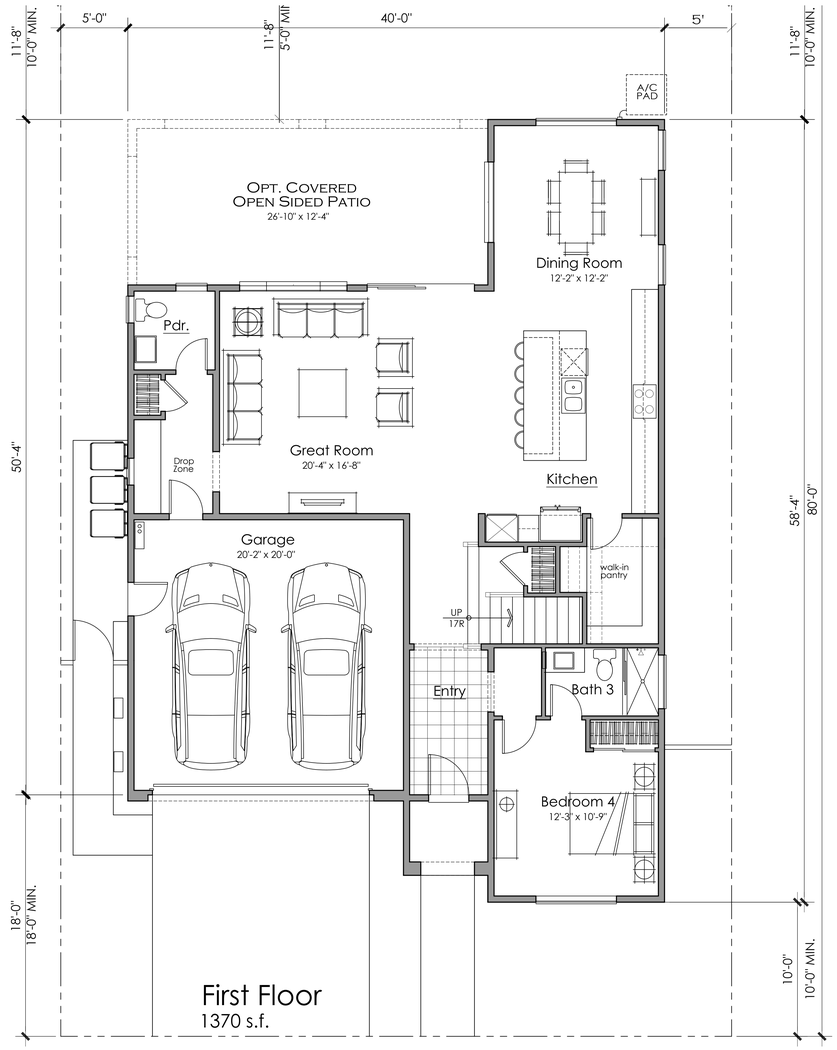
0 2 4 8

4 Bedrooms + Loft
Opt. Bedroom 5
3 Baths
3043 S.F.

PLAN 3
FLOOR PLAN




## Second Floor
1533 s.f.




## First Floor
1370 s.f.


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NEWARK, CA #2018-1115

CONCEPTUAL PLANS
11-15-2019

0 2 4 8

4 Bedrooms
3.5 Baths
2903 S.F.

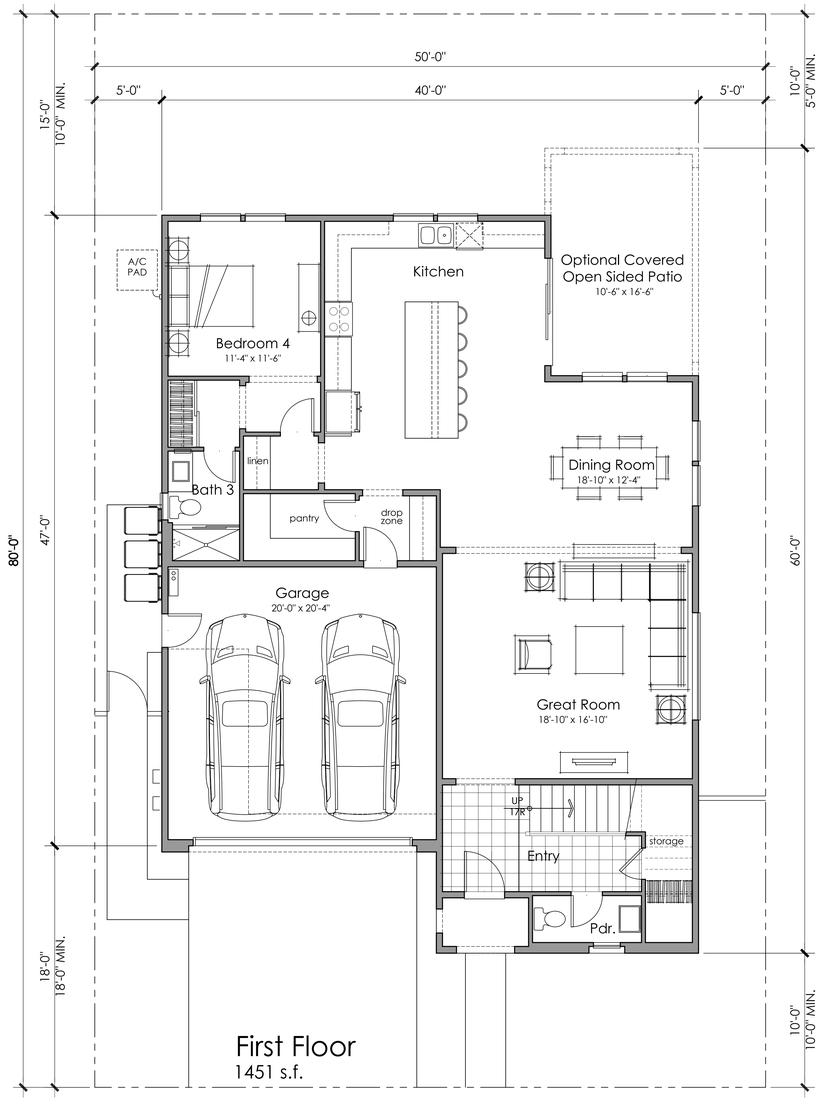
PLAN 1
FLOOR PLAN

A1.1




Opt. Bedroom 5

Second Floor
1717 s.f.




First Floor
1451 s.f.

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NEWARK, CA #2018-1115

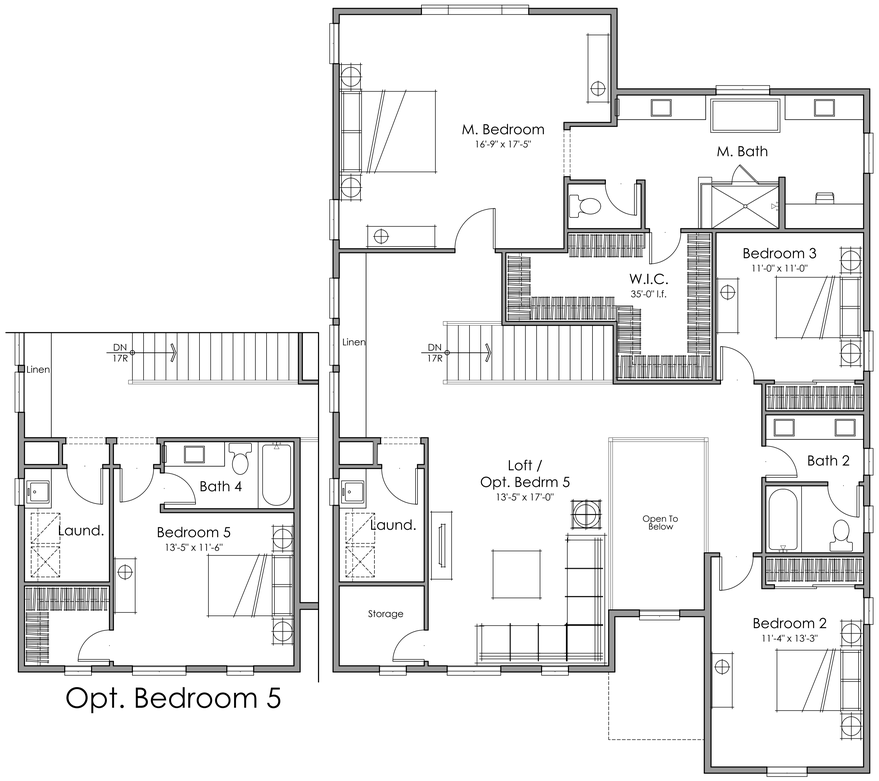
CONCEPTUAL PLANS
11-15-2019

0 2 4 8

4 Bedrooms + Loft
Opt. Bedroom 5
3.5 Baths
3168 S.F.

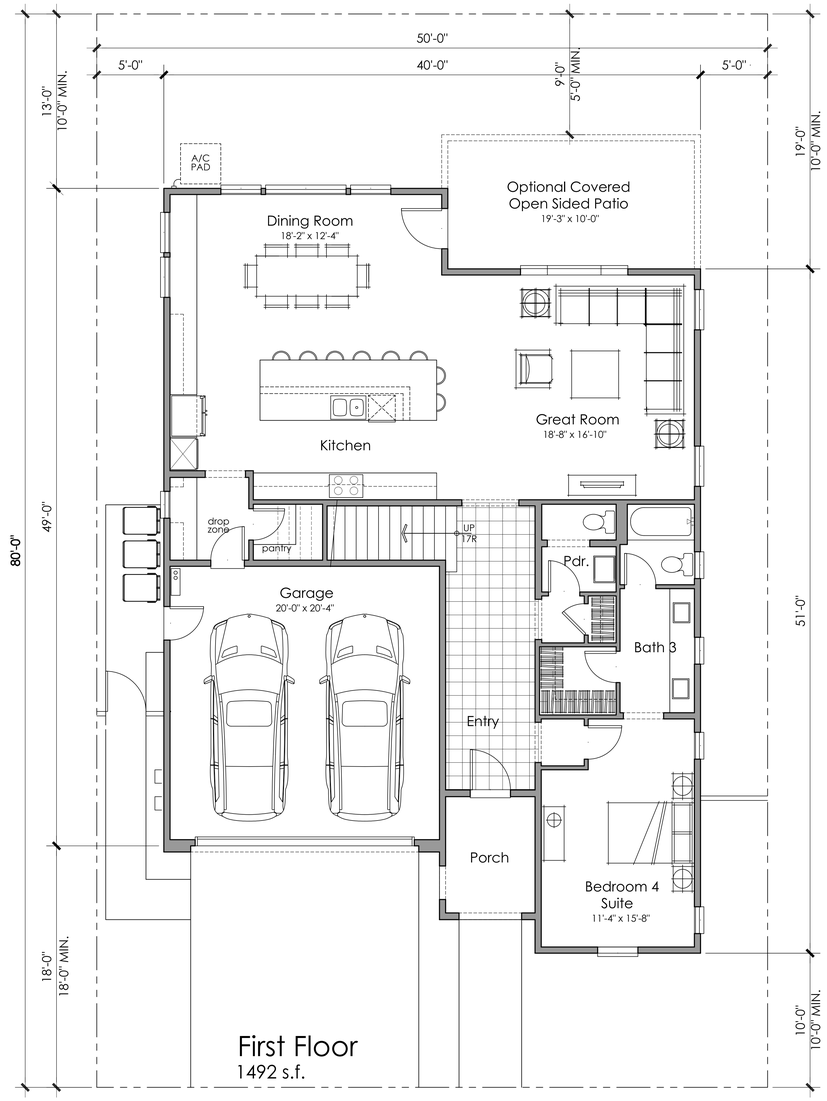
PLAN 2
FLOOR PLAN

A2.1




Opt. Bedroom 5

Second Floor
1812 s.f.




First Floor
1492 s.f.

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**MOWRY VILLAGE 50X80 LOTS**
NEWARK, CA #2018-1115

CONCEPTUAL PLANS
11-15-2019

0 2 4 8

4 Bedrooms + Loft
Opt. Bedroom 5 / Bath 4
3.5 Baths
3304 S.F.

PLAN 3
FLOOR PLAN

A3.1

# MOWRY VILLAGE APARTMENTS, NEWARK CA



INDEX:


A 0.1 - SHEET INDEX

A 1.0 - SITE PLAN

A 2.0 - BUILDING PLAN - LEVEL 1
A 2.1 - BUILDING PLAN - LEVEL 2
A 2.2 - BUILDING PLAN - LEVEL 3

A 3.0 - BUILDING ELEVATIONS
A 3.1 - BUILDING ELEVATIONS

A 5.0 - BUILDING SECTION

A 6.0 - BUILDING PERSPECTIVE
A 6.1 - BUILDING PERSPECTIVE

A 7.0 - UNIT PLANS



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**MOWRY VILLAGE APARTMENTS**
NEWARK, CA # 20230877

VISIONING
JUNE 03, 2025

SHHET INDEX

A0.1

## MOWRY AVENUE, NEWARK

**SUMMARY**

| | | |
|---|---|---|
| TOTAL NET ACREAGE | **±0.84** | AC |
| AFFORDABLE UNITS | **30** | DU |
| MANAGER'S UNIT | **1** | DU |
| TOTAL DU | **31** | DU |
| AFFORDABLE DENSITY | 35.7 | DU/AC |
| AFFORDABLE + MANAGER'S UNIT DENSITY | 36.9 | DU/AC |
| AMENITY | 2,570 | SF |
| PARKING STALLS | 30 | STALLS |

**UNIT MIX**

**Unit Description**

| Unit | | Description | NRSF | Total DU | Total % of Mix |
|---|---|---|---|---|---|
| 1 BED | P1-0 | JR 1Bd / 1Ba | 545 | 14 | 45.2% |
| 2 BED | P2-0 | 2Bd / 1Ba | 920 | 5 | 25.8% |
| | P2-1 | 2Bd / 1Ba | 930 | 3 | |
| 3 BED | P3-0 | 3Bd / 1Ba | 1143 | 5 | 25.8% |
| | P3-1 | 3Bd / 1Ba | 1210 | 3 | |
| **TOTAL AFFORDABLE UNITS** | | | | 30 | |
| 1 BED MANAGER'S UNIT | P1-0 | JR 1Bd / 1Ba | 545 | 1 | 3.2% |
| **TOTAL AFFORDABLE + MANAGER'S UNITS** | | | | 31 | 100.0% |

*NRSF: To outside face of stud + 1" air gap





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SEPTEMBER 23, 2025

0 10 20 40

SITE PLAN

A1.0




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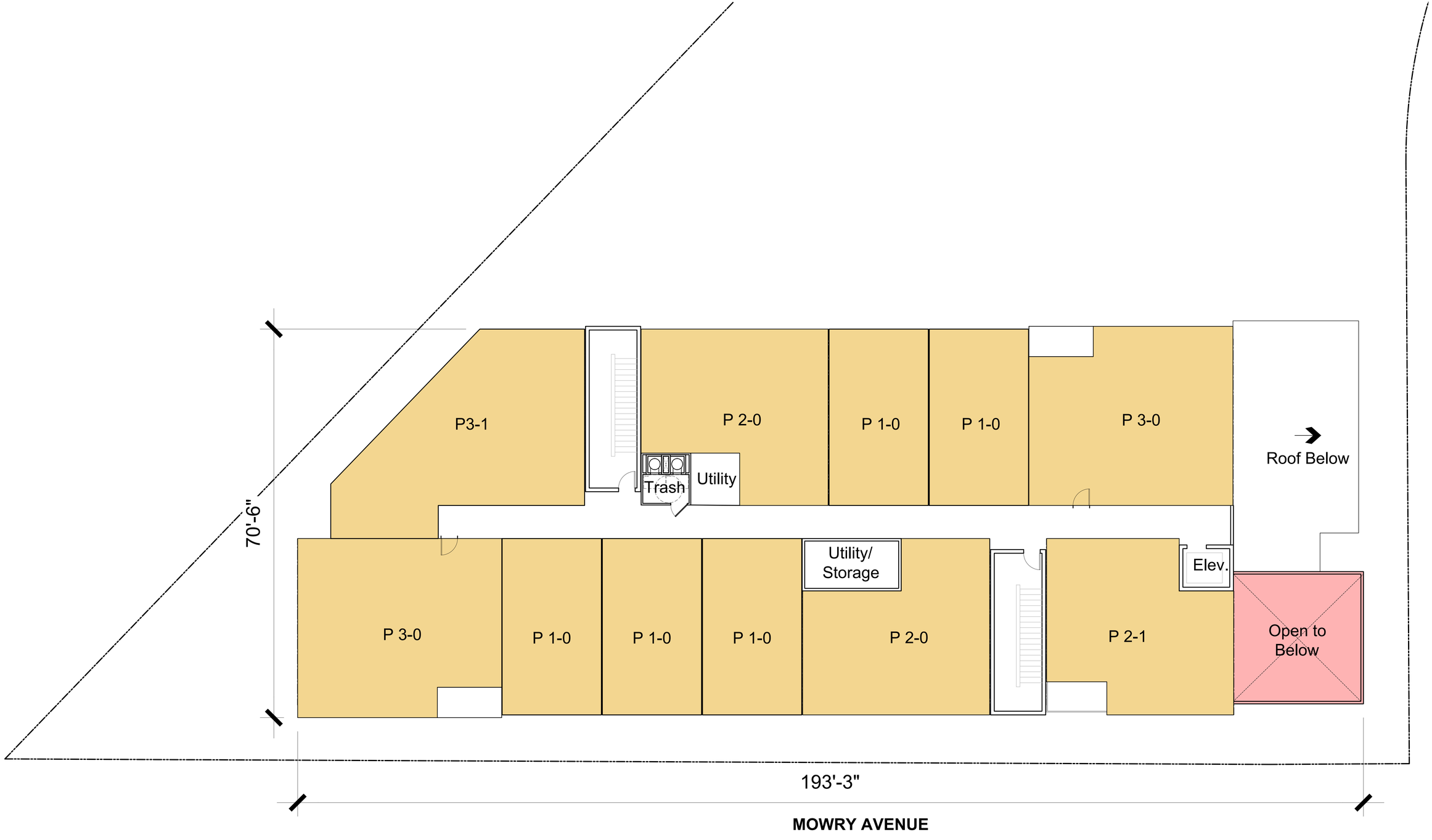
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JUNE 03, 2025

0 4 8 16

BUILDING PLAN
LEVEL 1

A2.0




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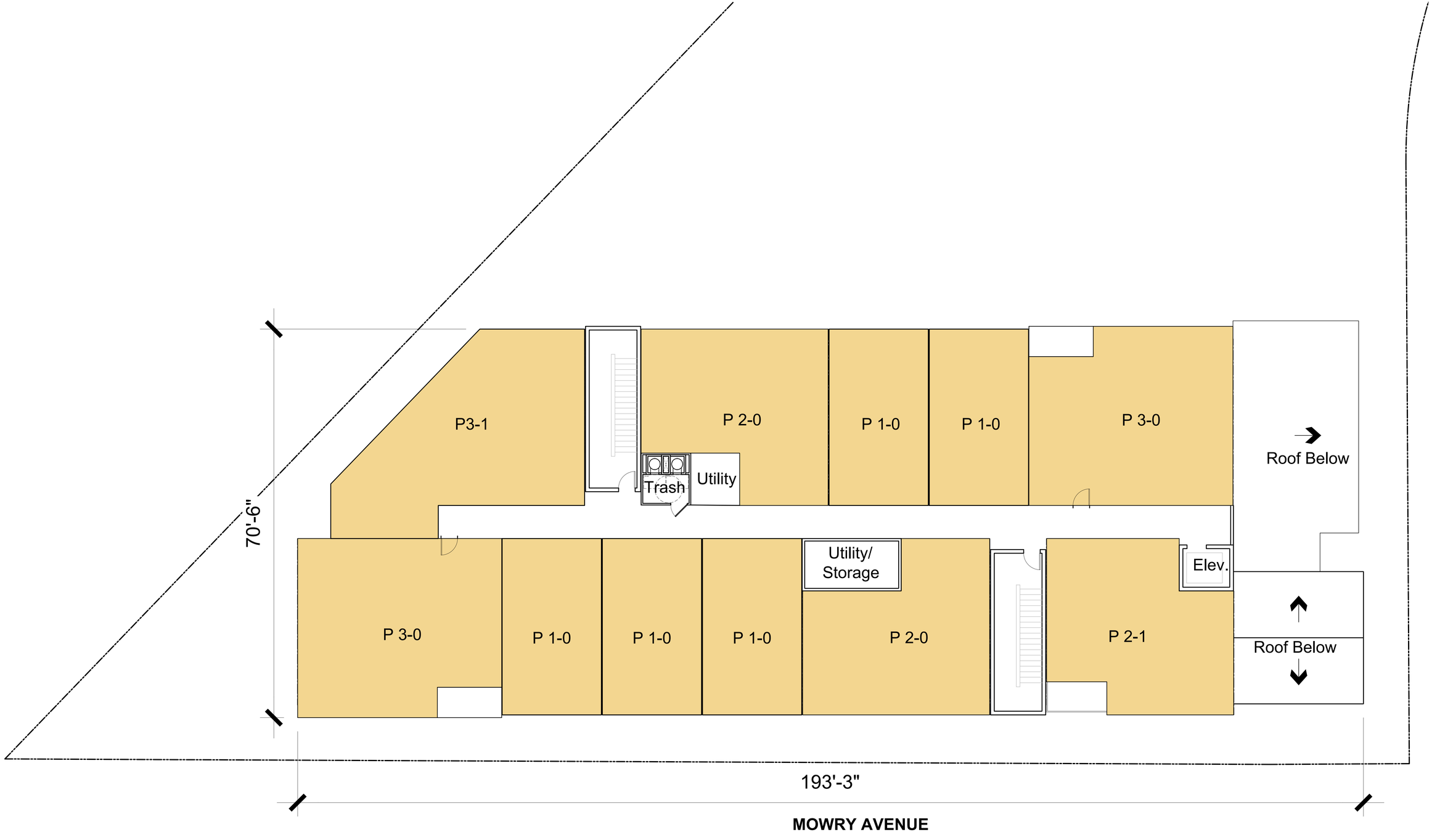
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BUILDING PLAN
LEVEL 2

A2.1




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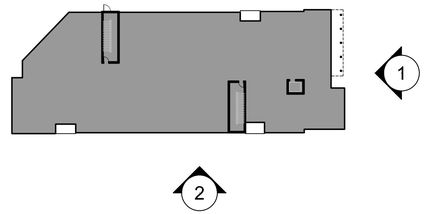
VISIONING
JUNE 03, 2025

0 4 8 16

BUILDING PLAN
LEVEL 3

A2.2




1. Right Elevation




2. Front Elevation

Material Legend:

1. Cementitious Lap Siding
2. Vinyl Window
3. Composite Railing
4. Cementitious Trim
5. Rafter Tails
6. Composite Roof

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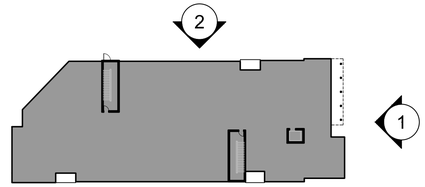
VISIONING
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0 4 8 16

BUILDING ELEVATIONS

A3.0




1. Right Elevation




2. Front Elevation

Material Legend:

1. Cementitious Lap Siding
2. Vinyl Window
3. Composite Railing
4. Cementitious Trim
5. Rafter Tails
6. Composite Roof

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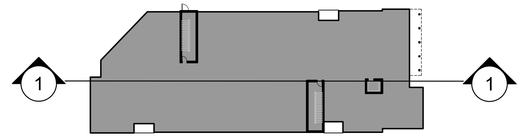
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NEWARK, CA # 20230877

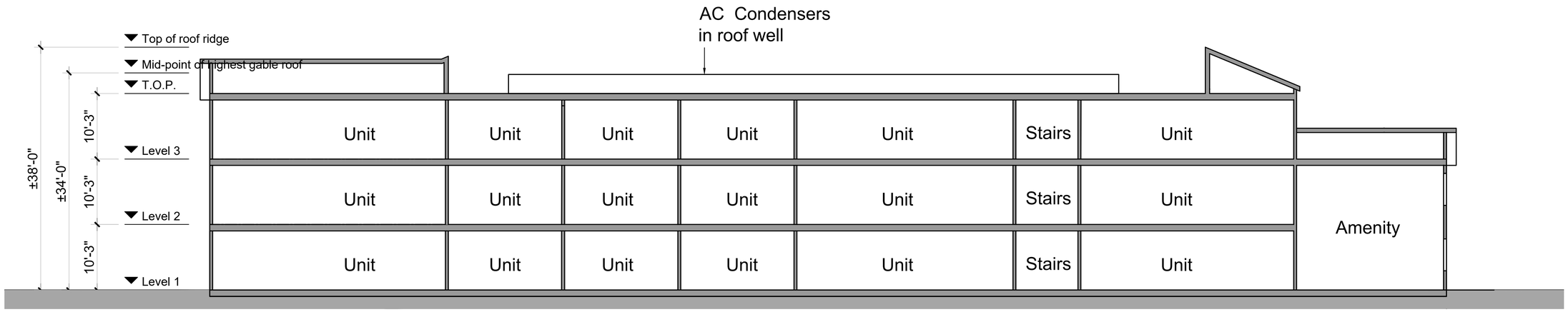
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0 4 8 16

BUILDING ELEVATIONS

A3.1




1. Section

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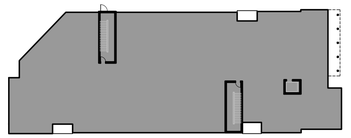
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0 4 8 16

BUILDING SECTION

A4.0





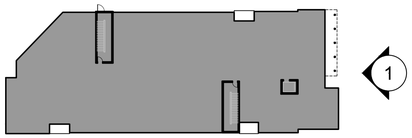

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BUILDING PERSPECTIVES
FRONT VIEW



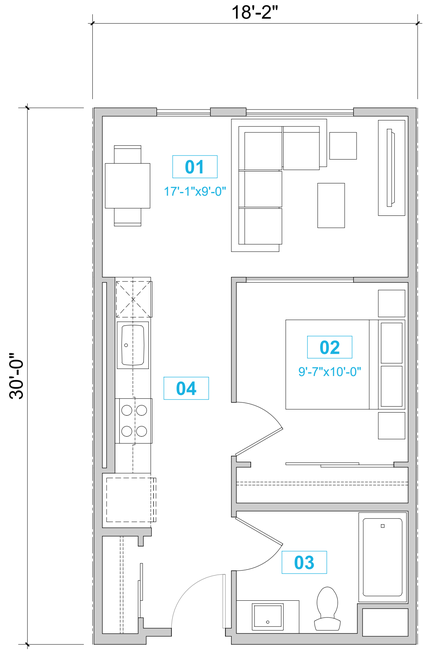

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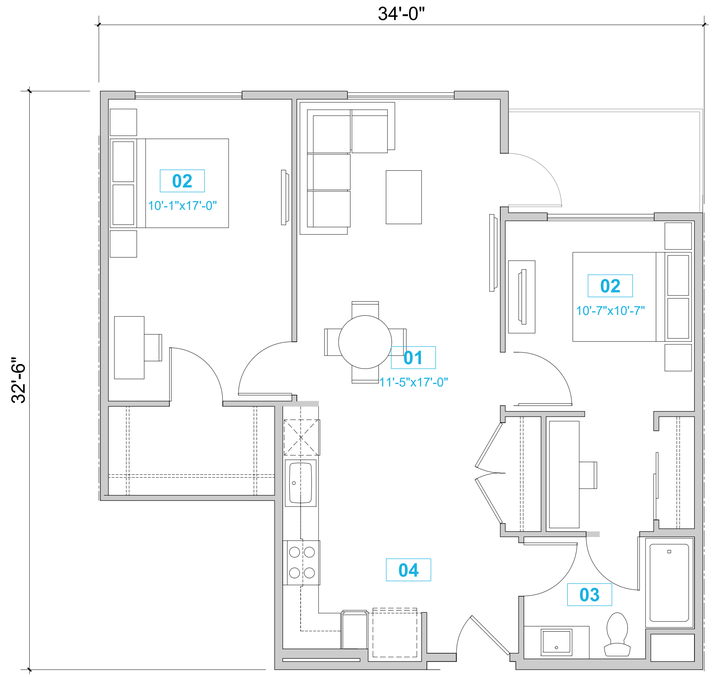
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JUNE 03, 2025

BUILDING PERSPECTIVES
AMENITY VIEW




# PLAN 1-0

1 BEDROOM
1 BATH




# PLAN 2-0

2 BEDROOM
1 BATH

## CALLOUT LEGEND

| | |
|---|---|
| 01 | GREAT ROOM |
| 02 | BEDROOM |
| 03 | BATHROOM |
| 04 | KITCHEN |
| 05 | BALCONY |

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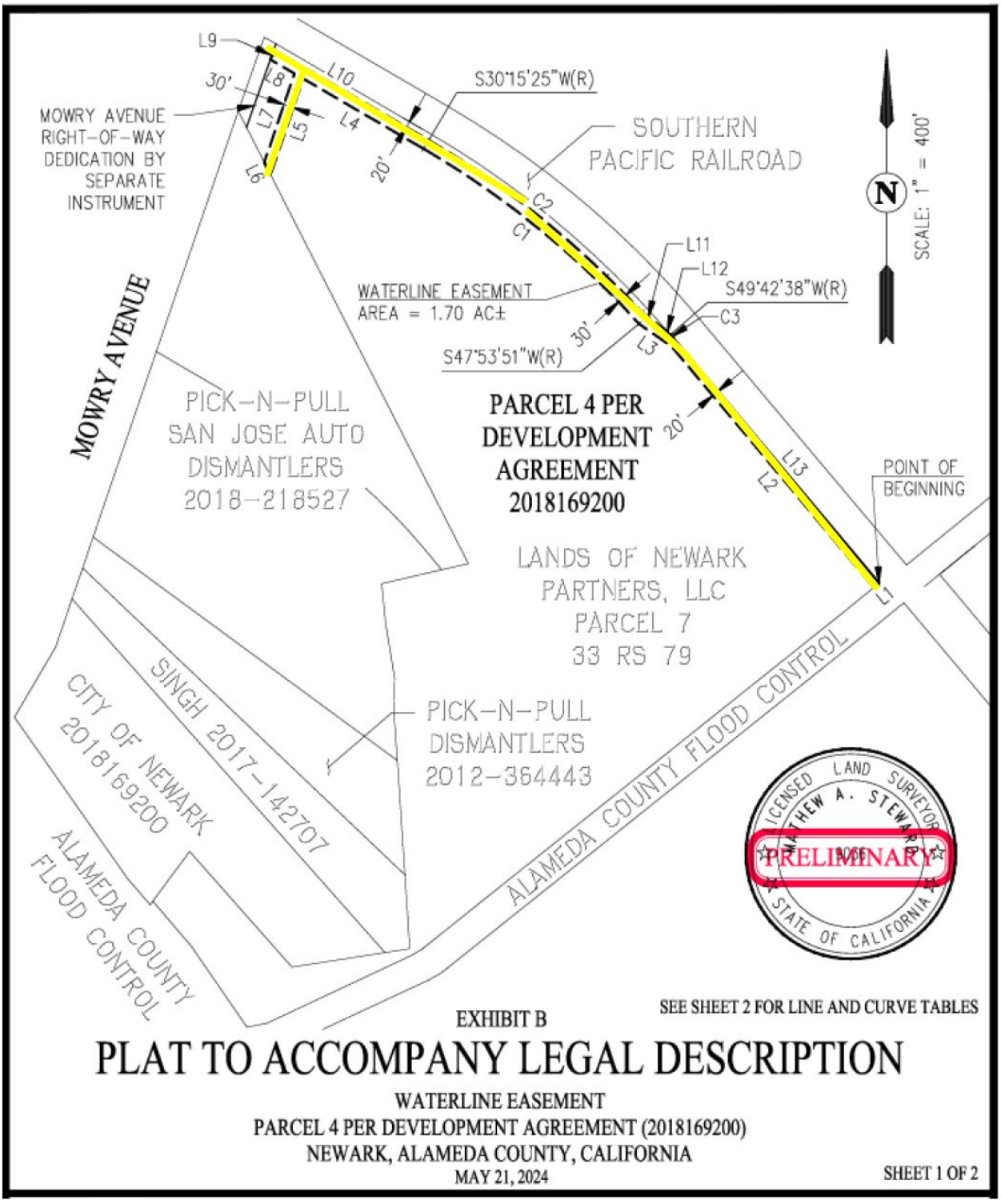
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NEWARK, CA # 20230877

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JUNE 03, 2025

TYPICAL UNIT PLANS

**PROPOSED EASEMENT AREA SURVEY**
**EASEMENT MAP**



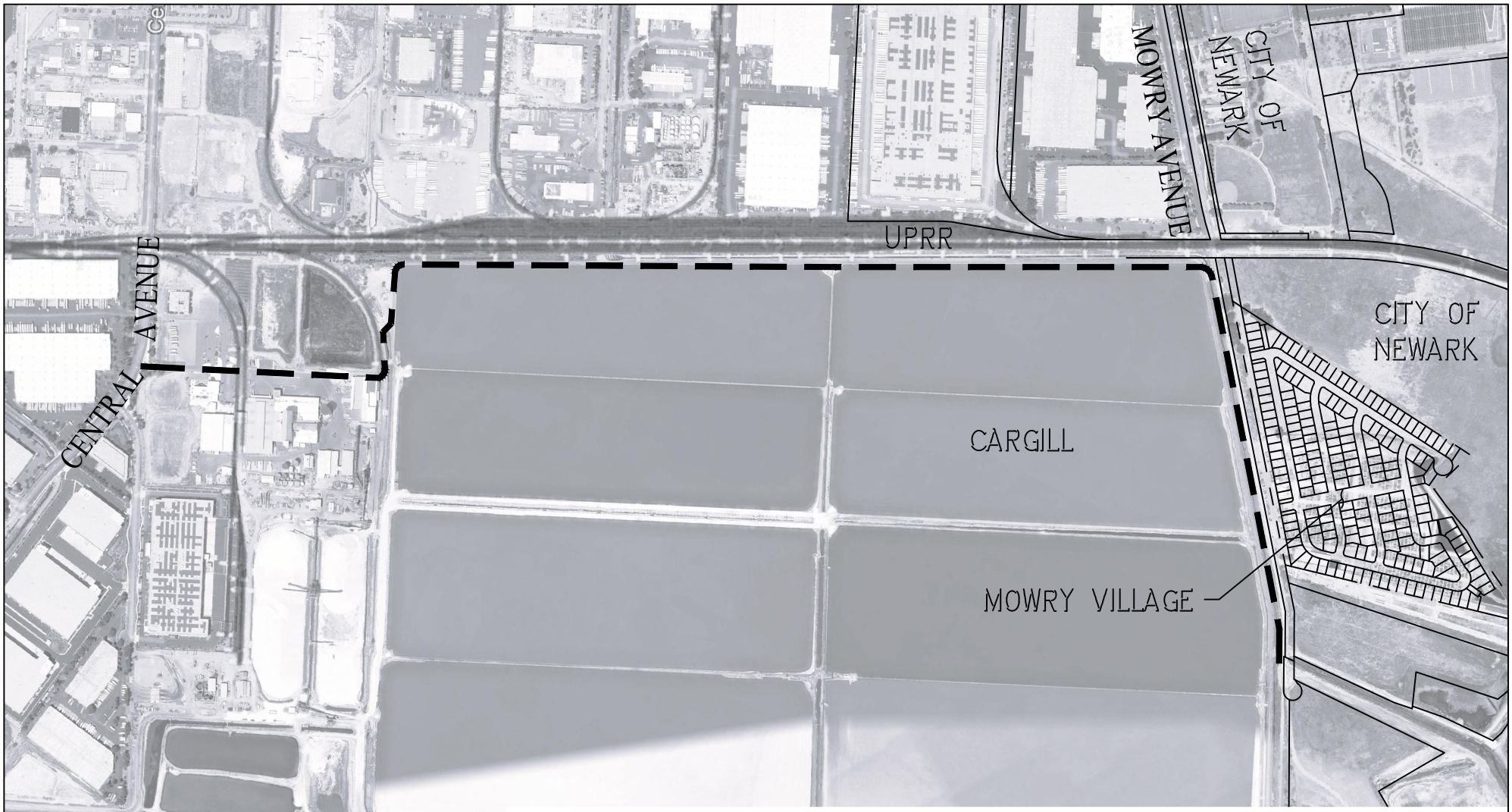

SEE SHEET 2 FOR LINE AND CURVE TABLES

EXHIBIT B

# PLAT TO ACCOMPANY LEGAL DESCRIPTION

WATERLINE EASEMENT
PARCEL 4 PER DEVELOPMENT AGREEMENT (2018169200)
NEWARK, ALAMEDA COUNTY, CALIFORNIA
MAY 21, 2024

SHEET 1 OF 2




# ACCESS ROUTE

## MOWRY VILLAGE

CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

SCALE: 1"=800' DATE: JULY 14, 2025

## LEGEND

ADJOINER

PROPERTY BOUNDARY

ACCESS ROUTE

cbg
SAN RAMON (925) 866-0322
ROSEVILLE (916)788-4456
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

F:\2872-000\ACAD\EXHIBITS\XB-97-ACCESS ROUTE 8.5X11.DWG

RESOLUTION NO. XXXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING A GENERAL PLAN AMENDMENT, SPECIFIC PLAN AMENDMENT, VESTING TENTATIVE TRACT MAP 8517, DESIGN REVIEW, ALTERNATIVE MEANS OF COMPLIANCE, AND DENSITY BONUS WAIVER FOR THE "MOWRY VILLAGE" SUBDIVISION PROJECT AT 7400–7550 MOWRY AVENUE (APNS 537-0850-001-11, 537-0850-001-13, AND 537-0850-002-00)

WHEREAS, Mowry Project Owner, LLC ("Applicant"), submitted applications for a General Plan Amendment, Specific Plan Amendment, Rezoning, Vesting Tentative Tract Map, Design Review, Alternative Means of Compliance, and Density Bonus Waiver for the "Mowry Village" subdivision project ("Project"), an approximately 29.1 acre site located at 7400–7550 Mowry Avenue (APNs 537-0850-001-11, 537-0850-001-13, and 537-0850-002-00) ("Project Entitlements"); and

WHEREAS, the Project proposes demolition of the existing auto dismantler ("Pick-n-Pull") and construction of 196 market-rate single-family detached homes, a 31-unit multifamily building consisting of 30 deed-restricted affordable units and one manager's unit, on-site private streets, utility and drainage improvements, off-site roadway improvements (including the widening of Mowry Avenue), and approximately 4.89 acres of open space; and

WHEREAS, the Project site is Residential Low Density on the General Plan Figure LU-1 (Land Use Diagram) and Golf/Recreation in Subarea D of the Areas 3 and 4 Specific Plan ("Specific Plan"). A General Plan Amendment (Exhibit 2) is required to re-designate a .84 acre portion of project site to High Density Residential to allow a 31-unit multifamily building consisting of 30 deed-restricted affordable units and one manager's unit; and

WHEREAS, the Project site is within Sub Area D of the Specific Plan, currently designated Golf Course or Recreational (G), and requires an amendment (Exhibit 3) to the Specific Plan to allow Residential (R); to reallocate residential unbuilt capacity from Subareas B and C to Subarea D, and to make other related revisions; and

WHEREAS, the Applicant applied for approval of a Vesting Tentative Tract Map (Tract No. 8517); and

WHEREAS, the Applicant applied for Design Review approval; and

WHEREAS, the applicant seeks to satisfy the City's Affordable Housing Program requirement through the construction of a 31-unit multifamily building consisting of 30 deed-restricted affordable units (10 very low-income and 20 low-income units) and one manager's unit as an Alternative Means of Compliance pursuant to Newark Municipal Code Section 17.18.050;

and

WHEREAS, pursuant to Government Code Section 65915 and Newark Municipal Code Chapter 17.19, the Applicant applied for approval of Density Bonus waivers to accommodate the on-site affordable housing building, including waivers from (a) minimum lot depth, (b) setback standards, (c) on-site open space requirements and (d) parking. These waivers are necessary to physically accommodate the 31-unit multifamily building, which includes 30 deed-restricted affordable units and one manager's unit; and

WHEREAS, the Environmental Impact Report (SCH #2021110436) ("EIR") consisting of the Draft EIR and Responses to Comments/Final EIR has been prepared pursuant to the California Environmental Quality Act ("CEQA" (Public Resources Code § 21000 et seq.)) to analyze the environmental effects of the project and alternatives, including the Partial Affordable Alternative which is the Project recommended by staff for City Council approval; and

WHEREAS, on November 19, 2025, the City Planning Commission held a public hearing on the Project Entitlements and EIR and unanimously voted (5-0) to adopt resolutions recommending that the City Council (1) certify the EIR and adopt environmental findings, a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program; and (2) approve the Project and Project Entitlements; and

WHEREAS, pursuant to Newark Municipal Code Section 17.31.060 and pursuant to State law, the City published a public hearing notice in The Tri City Voice on November 25, 2025 and mailed public hearing notice as required for a public hearing before the City Council at 7:00 p.m. on December 11, 2025 at the City Administration Building, 37101 Newark Boulevard, Newark, California; and

WHEREAS, on December 11, 2025 the City Council of the City of Newark conducted a duly noticed public hearing to consider the Project and EIR, considered all public testimony, written and oral, presented at the meeting; and received and considered the written information and recommendation of the staff report for the December 11, 2025 public hearing related to the proposed Project; and

WHEREAS, the City Council fully considered the Project application, entitlements, staff report, findings of fact, conditions of approval, public comments, and all other testimony and evidence presented at the public hearing and meeting; and

WHEREAS, on December 11, 2025, after the public hearing, the City Council adopted a Resolution certifying the EIR and adopting findings on impacts, mitigation measures and alternatives, a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program relating to the Project; and

WHEREAS, the City Council finds that the Project satisfies the requisite findings of fact necessary for approval as set forth in the entire record for the Project and further explained in the staff report and the recommended findings of fact and determinations associated with this Resolution, as identified in "Exhibit 7" attached to this Resolution (collectively, the "Findings and

Determinations"); and

WHEREAS, the location and custodian of the Project application and other documents that constitute a record of proceedings for the Project is the City of Newark, 37101 Newark Blvd., Newark, CA 94560; and

WHEREAS, the City's General Plan, the Newark Areas 3 and 4 Specific Plan, Zoning Code, and Municipal Code are incorporated herein by reference, and are available for review at City Hall during normal business hours and on the City's website.

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

Section 1. That the forgoing recitals are true and correct and made part of this Resolution.

Section 2. Based on the findings and determinations in the entire record, including those set forth in Exhibit 7, the City Council approves the General Plan Amendment to Figure LU-1 (Land Use Diagram) to re-designate a .84 acre portion of Subarea D from Low Density Residential to High Density Residential to allow a 31-unit multifamily building consisting of 30 deed-restricted affordable units and one manager's unit, as set forth in "Exhibit 2."

Section 3. Based on the findings and determinations in the entire record, including those set forth in Exhibit 7, the City Council approves an amendment to Areas 3 and 4 Specific Plan, "Exhibit 3," revising development guidelines, reallocating residential unbuilt capacity from Subareas B and C to Subarea D, allowing residential development on the 29-acre site and making other related revisions.

Section 4. Based on the findings and determinations in the entire record, including those set forth in Exhibit 7, the City Council approves the Vesting Tentative Tract Map, as identified in "Exhibit 4," for the Mowry Village Project, subject to mitigation measures identified in the Final EIR and standard and special conditions of approval. The Vesting Tentative Tract Map will allow subdivision of the site into residential lots, private open space areas, private streets, and off-site dedication for Mowry Avenue improvements.

Section 5. The City Council approves the Design Review for the Mowry Village Project (Exhibit 5), finding that the architecture, landscaping, and site layout will enhance the appearance of the surrounding area, be compatible with adjacent neighborhoods, and comply with applicable City standards and guidelines as set forth in Exhibit 7.

Section 6. The City Council approves the Affordable Housing Agreement, "Exhibit 6," as an Alternative Means of Compliance with the Affordable Housing Program, as authorized under Newark Municipal Code Section 17.18.050 based on the findings set forth in Exhibit 7.

Section 7. The City Council approves the requested Density Bonus Waivers (Exhibit 8) as necessary to accommodate the on-site affordable units pursuant to Government Code Section 65915(e) and Newark Municipal Code Chapter 17.19 based on the findings set forth in Exhibit 7.

Section 8. Based on the Findings and Determinations, "Exhibit 7" attached hereto which the City Council adopts and incorporates herein by this reference, the City Council of the City of Newark does hereby approve the General Plan Amendment, Specific Plan Amendment, Design Review, Vesting Tentative Tract Map, Design Review and Alternative Means of Compliance for the Mowry Village Project, subject to the Conditions of Approval, as further set forth in "Exhibit 1," attached hereto and incorporated herein by this reference.

Exhibits:

1: Conditions of Approval

2: General Plan Land Use Map Amendment

3: Area 3 and 4 Specific Plan Amendment Text and Maps

4: Vesting Tentative Tract Map 8517

5: Project Plans for Design Review (Site Plans, Floor Plans, Elevations, Landscape Plans)

6: Affordable Housing Satisfaction and Regulatory Agreement

7: Findings of Determination

8: Density Bonus Waivers

# EXHIBIT 1

# MOWRY VILLAGE PROJECT
# CONDITIONS OF APPROVAL

## PLANNING DIVISION

1. The project shall be subject to all applicable environmental mitigation measures as included in Mitigation Monitoring Reporting Program (Exhibit TBD) which are incorporated herein by reference.

2. The project shall comply with the amended version of the Newark Areas 3 and 4 Specific Plan. Any standards not addressed by the Specific Plan shall default to the current Zoning Ordinance.

3. To prepare for the unlikely event that the principal access to the Project site is impeded in a way that affects public safety response for a long period of time, the City requires an alternative route for public safety personnel to access the Project. The City and the Developer have currently identified a route across an adjacent property located at APNs 537-0751-012-03, 537-0751-017-00, 537-0751-11-00, 537-0751-010-00, 537-0751-008-00, 537-0751-007-01 (the "Adjacent Property"). In the event that the City is unable to secure acceptable access across the Adjacent Property, the Developer shall secure an alternative route for public safety personnel to use to access the Project acceptable to the City prior to the recordation of the Final Map, and access improvements shall be completed before the issuance of any grading permit. The alternative access shall no longer be necessary following construction and completion of the Stevenson Boulevard Overpass, so that vehicular access connects to Mowry Avenue.

4. The Pick N' Pull business operations (U-90-39 & P-90-48) shall cease to operate after the applicant takes ownership of the subject property. All conditions relating to closing the business and site operations as outlined in the approved CUP shall be completed and verified by the Community Development Director.

5. Applicant shall execute an Affordable Housing Satisfaction Agreement as well as any other required documents related to the Affordable Housing Satisfaction Agreement for the Mowry Village Project in a form approved by the City Attorney. The Agreement shall be executed within 90 days of project approval.

6. Prior to issuance of a building permit, the Applicant shall execute and fund the Community Benefit Agreement for the Mowry Village Project in the amount of One Million Three Hundred Thousand Dollars ($1,300,000), for use any public purpose as determined in the sole and absolute discretion of the City, in a form approved by the City Attorney.

7. Construction site trailers and buildings located on-site shall be used for office and storage purposes only, and shall not be used for living or sleeping quarters. Any

vehicle or portable building brought on the site during construction shall remain graffiti free.

8. In association with the affordable housing site, bike locker(s) shall be provided for six bicycles and meet the guidelines of long-term bicycle parking.

9. Measures to respond to and track complaints pertaining to construction noise shall include: a procedure and phone numbers for notifying the City of Newark Building Inspection Division and Newark Police Department (during regular construction hours and off-hours); and (2) a sign posted on-site pertaining to the permitted construction days and hours and complaint procedures and who to notify in the event of a problem. The sign shall also include a listing of both the City and the construction contractor's telephone numbers (during regular construction hours and off-hours).

10. The site and its improvements shall be maintained in a neat and presentable condition, to the satisfaction of the Community Development Director. This shall include, but not be limited to, repainting surfaces damaged by graffiti and site clean-up. Graffiti removal/repainting and site cleanup shall occur on a continuing, as needed basis. Any vehicle or portable building brought on the site during construction shall remain graffiti free.

11. All exterior utility pipes and meters shall be painted to match and/or complement the color of the adjoining building surface, as approved by the Community Development Director and/or corresponding utility district.

12. Air conditioning units shall not be placed in front or street-side yard, and if placed in any other location that would make it visible to public view, shall be properly screened with solid material or evergreen screening shrubs.

13. Prior to the issuance of a building permit, all exterior elevations shall be reviewed and approved by the Community Development Director for consistency with these approvals.

14. Prior to the issuance of a building permit, all walls and fence details shall be submitted for the Community Development Director's approval.

15. Prior to the issuance of a building permit, the roof material shall be reviewed and approved by the Community Development Director. All roof material shall consist of fire retardant shake roof, concrete tile, or a roof of similar noncombustible material. Mansard roofs with the above material may be used to screen tar and gravel roofs. All roofs shall be of Class C fire-resistant construction or better. Composition shingles shall be Presidential style or of comparable quality, subject to the review and approval of the Community Development Director

16. Prior to the issuance of a building permit, the project shall submit a trash management plan for the review and approval of Republic Services and the Community Development Director, in that order. The appropriate garbage, refuse and recycling service shall be approved prior to the issuance of a Certificate of Occupancy, as required by the Community Development Director. No refuse, garbage or recycling shall be stored outdoors except within the approved trash and recycling containers.

17. Prior to the issuance of a building permit, details of the outdoor recreational amenities (as illustrated on the conceptual plan), such as play structures, shall be submitted to the Community Development Director for review and approval.

18. Prior to the issuance of a Certificate of Occupancy, roll-up garage doors with automatic garage door openers shall be provided for each unit.

19. Prior to the issuance of a Certificate of Occupancy, the parking areas, aisles and access drives in common spaces shall be installed and striped as shown on the approved site plan.

20. Prior to final inspection and utility release for each unit, the developer shall pre-wire each unit for satellite and cable television connections, as required by the Community Development Director. The exterior connections for the pre-wire shall be made to the roof and not on the side elevation walls of the units.

21. Prior to the issuance of a sign permit, all signs, other than those referring to construction, sale, or future use of this site, shall be submitted for the review and approval of the Community Development Director.

22. Prior to their installation, mailbox locations and designs shall be approved by the Community Development Director and Newark Postmaster, in that order. The mailbox compartments of centralized mailboxes shall identify the individual dwelling units with permanent, easily legible lettering.

23. The covenants, conditions and restrictions (CC&Rs) filed for this development shall include a provision requiring that garages shall only be used for automobile parking.

24. Prior to the transfer of title for any lot in the development, the applicant shall provide disclosures notices to the buyer as to the possibility of ground borne vibration from trains using the railroad tracks on the north of the subdivision. The method of disclosure shall be subject to review and approval of Community Development Director.

25. Applicant has agreed with Pick-N-Pull Auto Dismantlers, a California general partnership and Pick-N-Pull San Jose Auto Dismantlers, a California general partnership (collectively, "PNP") to assume certain of the obligations of PNP

under that certain Agreement for Extension of Use Permits by and between PNP and the City of Newark, approved by City Council Resolution No. 9749, (the "CUP Extension Agreement") and has voluntarily requested a condition of approval to so provide. As a condition to exercising the entitlements approved by the City subject to these conditions of approval, Applicant shall be deemed to have assumed the obligations set forth in Section 3.A(3)(b) and Section 3.B of the CUP Extension Agreement (the "Assigned Obligations") at Applicant's sole cost and expense, and PNP shall be relieved of any further obligation as to the Assigned Obligations (but not of any other obligations under the CUP Extension Agreement). PNP, Applicant, and City shall execute a partial assignment and assumption agreement memorializing the assignment and assumption in a form approved by the City Attorney, however, execution of such a partial assignment and assumption agreement shall not be a condition to the binding effect of this condition.

**ENGINEERING DIVISION**
SUBDIVISION:

1. The Project shall conform to Vesting Tentative Map – Tract 8517 (all sheets), and all Conditions of Approval set forth herein. Approval of the Vesting Tentative Map shall expire according to the provisions of the State Subdivision Map Act and any amendments thereto and applicable provisions of the Newark Municipal Code consistent with the State Subdivision Map Act.

2. Prior to issuance of the first Building Permit for the project, or the Grading Permit for fine grading of any phase if the project is phased, the Final Map, or the applicable phased Final Map creating the lots, dedications, and easements serving that scope, shall be approved by the City and recorded in accordance with the State Subdivision Map Act and the City of Newark Subdivision Ordinance..

3. The Final Map shall designate and/or dedicate emergency vehicle access ways, private vehicle access ways, open space/recreational easements, public utility easements, and other easements as may be required The final easement language and geometry shall be subject to the approval of the City.

4. The Final Map shall conform with the State Subdivision Map Act and the City of Newark Subdivision Ordinance.

5. The Final Map and Improvement Plans shall be submitted together to the Engineering Division for review to ensure conformance with the Newark Municipal Code, City street improvement standards, and all other applicable codes, policies, and requirements. The Improvement Plans shall be approved by the City prior to recordation of the Final Map. All such plans shall be prepared by a professional licensed by the State of California to perform this work.

6. Exception 6 from the Preliminary Title Report by First American Title Company, dated September 1, 2020, references an easement granted to the City of Fremont, recorded on November 7, 1966, as Instrument No. AY126882, affecting Parcel 3. Prior to the first Final Map approval, the Applicant shall provide an updated title report to ensure clear title demonstrating that this exception has been cleared, including obtaining and recording a Quitclaim Deed or other release document evidencing formal abandonment of the easement by the current owner,, and shall submit a copy of the recorded document to the City of Newark as proof of abandonment prior to recordation of Final Map.

7. Exception 7 from the Preliminary Title Report by First American Title Company, dated September 1, 2020, references an easement granted to the City of Fremont, recorded on July 10, 1968, as Instrument No. BA74949, affecting Parcel 1. Prior to the first Final Map approval, the Applicant shall provide an updated title report to ensure clear title demonstrating that this exception has been cleared, including obtaining and recording a Quitclaim Deed or other release document evidencing formal abandonment of the easement by the current owner, and shall submit a copy of the recorded document to the City of Newark as proof of abandonment prior to recordation of the first Final Map.

8. The Final Map and/or grant deeds shall include sufficient right-of-way (ROW) dedication along Mowry Avenue to accommodate improvements as delineated on the approved Vesting Tentative Map. The exact dimensions and limits of the ROW dedication shall be verified and approved by the City prior to recording of the first Final Map.

9. The Final Map shall designate and/or dedicate emergency vehicle access ways, private vehicle access ways, open space/recreational easements, public utility easements, and other easements as may be required over the common area. Easements shown on the Vesting Tentative Map shall be provided on the Final Map; however, any additional easements or final easement geometry shall be subject to the approval of the City Engineer.

10. Pursuant to California Government Code §66497 and Section 8772 of the Land Surveyors' Act, the Applicant shall submit a letter to the City, prior to final inspection, confirming that permanent survey monuments have been set in accordance with the Final Map. The letter shall also verify that the Applicant's land surveyor has been paid for their work and shall be subject to review and acceptance by the City.

11. Prior to approval of the first Final Map, the Applicant shall enter into a Subdivision Improvement Agreement (SIA) with the City, in a form approved by the City Attorney and City Engineer, to guarantee the timely and proper completion of all required public improvements, private street improvements, and common area improvements, including those beyond the subdivision boundary as may be required, in accordance with the Improvement Plans approved by the

City. As a condition of the SIA, the Applicant shall furnish to the City improvement security in amounts and forms consistent with the requirements of the Newark Municipal Code and the Subdivision Map Act, based on an engineer's estimate of improvement costs approved by the City Engineer, and shall submit such other instruments or assurances as may be required under the SIA.. Improvement plans for on-site common areas and all private streets in the Project as well as all the offsite improvements shall be included with the tract improvement plans to ensure that the improvements are designed and constructed to City standards.

12. Prior to issuance of first Building Permit, unless otherwise approved by the City Engineer, the Applicant shall construct the off-site street improvements on Mowry Avenue between Cherry Street to the southerly terminus of Mowry Avenue, and at the UPRR crossing on Mowry Avenue, as generally depicted on the Vesting Tentative Map exhibits and as further described below:

    a. Mowry Avenue improvements shall include:

        i. Required roadway, complete street, stormwater treatment measures and utility improvements associated with the widening of Mowry Avenue to the satisfaction of the City Engineer. Improvements shall include, but not be limited to, access to the emergency access easement, landscaped median and parkway strips, sidewalk, curb and gutter, street lighting, fire hydrants, storm drain improvements, utilities, landscaping, and stormwater treatment measures.

        ii. The roadway geometry shown on the tentative plans includes a twelve-foot travel lanes in each direction, a three-foot bike buffers and six-foot bike lanes in each direction, a twelve-foot landscaped median (except where left-turn pockets are required), a four-foot landscaped parkway strip on both sides of the street, a seven-foot sidewalk along the project frontage, and a two-foot landscaped parkway strip adjacent to the project masonry wall may be revised by the City Engineer prior to approval of first Final Map. If necessary or appropriate, the City Engineer may direct adjustments to travel lane and bike buffer widths, median and parkway widths, sidewalk dimensions, and the roadway crown may be modified to drain toward the median to allow a single bioretention facility within the landscaped median in lieu of bioretention facilities on both sides of the roadway. The Applicant shall work with the City Engineer to develop and submit revised plans reflecting any such modifications. All revisions shall be to the satisfaction of the City Engineer.

    b. Railroad Crossing Improvements:

i. Prior to issuance of the first Building Permit for the project, or for any phase if the project is phased, unless otherwise approved by the City Engineer, the Applicant shall prepare and submit, on behalf of the City, a formal Quiet Zone application to Union Pacific Railroad (UPRR) for the rail crossing adjacent to the project site, and shall bear all associated application.

All improvements necessary to achieve Quiet Zone designation at the subject crossing shall be designed and constructed in compliance with UPRR requirements, the Federal Railroad Administration rule at 49 CFR Part 222 (Use of Locomotive Horns at Highway Rail Grade Crossings), and applicable California Public Utilities Commission standards, and shall be fully installed prior to issuance of the first Building Permit for the project, or for any phase if the project is phased, unless otherwise approved by the City Engineer. The design shall also accommodate any additional measures required by UPRR, FRA, or CPUC during their review, including but not limited to upgraded crossing signals, raised medians, channelization, and signage. If compliance with these requirements before Building Permit issuance is not achievable due to factors beyond the Applicant's control, the City Engineer may, at their sole discretion, approve an alternative timing or implementation plan, provided such approval does not compromise public safety or regulatory compliance.

13. The Applicant shall remit to the City a payment of Four Hundred Forty Thousand Dollars ($440,000.00), representing the appraised value and acquisition cost of a waterline easement over the adjacent City-owned parcel. This payment shall be made prior to approval of the first Final Map. Upon receipt of the required payment, the City will grant the easement to the Applicant. The Applicant shall execute an easement agreement with the City concurrently or prior to approval of the first Final Map. The easement agreement shall be transferred by the Applicant to the Alameda County Water District (ACWD) prior to Tract Acceptance, which is the City's formal acceptance of subdivision improvements following completion and final inspection, by the City or its authorized designee. This payment shall be limited to compensation for the easement dedication and shall not include any costs associated with the design, construction, or installation of ACWD water line improvements. The Applicant shall be solely responsible for the design, construction, and all associated costs related to the installation of the water line improvements within the easement subject to review and approval of ACWD. The City Manager is authorized to execute all agreements in the form acceptable to the City Attorney necessary to effectuate the applicant's acquisition of the easement.

14. Following recordation of the first Final Map and establishment of the water line easement on the City-owned parcel, the Applicant shall notify the City at least

forty-five (45) days prior to any construction within the easement area. The notification shall include a detailed description of the work to be performed, the anticipated duration of construction, and any access or staging requirements.

15. Prior to issuance of any Grading Permit, if the construction of the perimeter retaining wall along the property line(s) require encroachment onto the adjacent City-owned parcel, the Applicant shall obtain a Temporary Construction Easement (TCE) from the City of Newark for the affected area. The TCE request shall include a detailed description of the work to be performed, duration of the construction period, and any access or staging requirements. The TCE shall be approved by the City prior to the commencement of any construction activities related to the perimeter retaining wall.

16. All work on Ohlone Community College District (Ohlone CCD) parcels shall be limited to within the existing Alameda County Water District (ACWD) easement, unless and until the Applicant secures an additional easement area for such work. If an additional easement or other written permission is obtained, the Applicant shall provide a copy of the recorded easement or written authorization to the City prior to commencing any such work, to the satisfaction of the City Engineer.

17. Prior to approval of the first Final Map, the Applicant shall obtain written confirmation from Union Sanitary District (USD) as to whether the proposed pump station will be private or public. If USD determines that the pump station will be a public facility then prior to approval of first Final Map, the Applicant shall record and submit to the City a copy of the recorded easement granting USD the right to access, operate, and maintain the pump station. The Applicant shall obtain all maintenance and construction related permits for the pump station through USD as well as City's Building Department.

18. Improvement Plans shall show the proposed sanitary sewer lift station with a minimum pad design elevation of 13.5 feet (NGVD29). The design shall also demonstrate that all critical electrical and mechanical equipment (including control panels, wet well covers, and backup power) are protected above the pad elevation, to the satisfaction of the City Engineer and USD.

19. Prior to approval of the first Final Map, the Applicant shall submit to the City written confirmation from USD stating that USD has reviewed and concurs with the schedule for construction and operation of the replacement Cherry Street Pump Station required to accommodate wastewater flows from the Project, or as otherwise approved by USD.

20. Prior to issuance of the first Building Permit for the project, the Applicant shall provide written confirmation from the Union Sanitary District (USD) that USD is ready to accept sanitary sewer discharge from the project. Such confirmation shall verify that any required modifications or replacements to the Cherry Street Pump Station, or any other related improvements necessary to receive flow from

the project, have been completed, are operational, and have been accepted by USD or as otherwise approved by USD. No Building Permit shall be issued until written confirmation of readiness to accept flow is received from USD, to the satisfaction of the City Engineer.

21. Prior to approval of the first Final Map, the Applicant shall establish a Community Facilities District (CFD), Landscaping and Lighting Maintenance District (LLD), or another funding mechanism approved by the City to fully address the Project's ongoing costs to operate and maintain public improvements attributable to the Project. The Applicant shall notify the City of the selected approach, petition the City Council for participation where applicable, and deposit funds sufficient for the City to retain a consultant to prepare the required Engineer's Report for City Council consideration and approval. Compliance with this condition shall be to the satisfaction of the Public Works Director.

    The established funding mechanism shall cover all financial impacts of the Project on the operation and maintenance of improvements along Mowry Avenue. Improvements subject to this requirement including, but are not limited to, landscaped medians; landscaping and irrigation within right-of-way planter strips along the property frontage; street lights; stormwater treatment measures; full trash capture devices; any proposed wall(s) within the public right-of-way; ongoing maintenance of the retaining wall constructed along the north property line adjacent to the City parcel (including, but not limited to, graffiti removal and general upkeep); and any other off-site public improvements constructed with the Project. All costs associated with satisfying this condition shall be borne by the Applicant and all successors in interest.

22. The Applicant and all successors in interest shall reimburse the City for all costs incurred by the City Attorney in connection with the review, negotiation, and preparation of documents associated with the Final Map approval process and subsequent City entitlements and permits, including but not limited to conditions of approval, subdivision improvement agreements, easements, dedications, and funding agreements. Prior to approval of the first Final Map, the Applicant shall enter into a reimbursement agreement with the City and deposit funds in an amount determined by the City Attorney to cover these costs. Additional deposits shall be made upon request if the initial deposit is depleted. Compliance with this condition shall be to the satisfaction of the City Attorney.

23. To the extent the project requires work upon adjacent private property, the Applicant shall obtain an easement, license, or other form of legal documentation acceptable to the City, authorizing such work on APN 537-0850-001-12, or on any other affected parcel(s) as determined by the City Engineer prior to approval of the first Final Map. Such documentation shall be recorded if required by the City Engineer, and shall be completed prior to approval of the first Final Map. The Improvement Plans shall demonstrate grading conformity and proposed drainage

design along the frontage of APN 537-0850-001-12 prior to the first Final Map approval. Street runoff shall be directed away from APN 537-0850-001-12.

24. The Applicant shall provide written notification to all affected property owners whose driveway access will be modified due to the raised roadway on Mowry Avenue. These notifications shall include a description of the proposed driveway modifications, anticipated construction timelines, and contact information for Project-related inquiries. Proof of notification to all affected property owners shall be submitted to the City prior to the approval of the first Final Map. The construction cost associated with this will be the sole responsibility of the Applicant. In addition, the Applicant shall provide notice to affected property owners at least 30 days prior to the start of construction affecting each driveway and shall reconfirm notice at the pre-construction meeting.

25. Prior to approval of the first Final Map, the Improvement Plans shall demonstrate that all signing, striping, pavement transitions, lane drops, and lane shifts are designed to the satisfaction of the City Engineer. These improvements shall conform to the latest City of Newark standards, the current California Manual on Uniform Traffic Control Devices (CA MUTCD), and the Caltrans Highway Design Manual guidelines, or as otherwise approved by the City Engineer.

26. The Applicant shall construct private streets and common area improvements including, but not be limited to driveways, drive aisles, parking facilities, utilities, recreational areas and facilities, storm water treatment facilities, screen walls, fencing, and all landscape areas. All private streets and common area improvements in the development shall be designed and constructed to City standards, are subject to review and approval by the City Engineer and shall be included with the tract improvement plans.

27. All gravity utility systems (including storm drain and sanitary sewer) shall be designed and constructed to ensure proper connection at the lowest downstream point of the off-site main and extended upstream to the project site, maintaining required slopes and functionality.

28. Prior to approval of the first Final Map, the Improvement Plans shall show the proposed Emergency Vehicle Access gates within the Emergency Vehicle Access Easement (EVAE) road over the proposed ACWD waterline extension/easement on the adjacent City Parcel. The design shall provide driveway curb cuts that allow vehicular access to the EVAE and to the waterline extension. Roadway and gate improvements shall comply with City of Newark standards, Fire District requirements, and Alameda County Water District (ACWD) standards, and shall be located and detailed to maintain required clearances and access to ACWD facilities. All related plans and details shall be to the satisfaction of the City Engineer, the Fire Marshal/Fire District, and ACWD.

29. Prior to approval of the first Final Map, the Applicant shall coordinate with ACWD to confirm access, surfacing, and clearance requirements for the portion of the waterline extension located on adjacent parcels outside the project limits, including whether an all-weather access roadway is required. The Applicant shall provide confirmation from ACWD and revise the Improvement Plans to reflect ACWD-required access provisions. Prior to energizing and ACWD acceptance of the waterline, the Applicant shall construct all ACWD-required access improvements and appurtenances to the satisfaction of ACWD.

30. The Applicant shall obtain Grading and Site Work Permit(s) from Building Inspection Division for the site grading (rough grading and/or fine grading) and private structures including, but not limited to, project privacy sound wall, sanitary sewer pump station, mailboxes, low retaining walls.

31. All improvements shall conform to the City's Sight Visibility Ordinance, Newark Municipal Code Chapter 10.36. Prior to the first Final Map approval, all building architecture and other above-ground improvements shall be located and designed as necessary to comply with this ordinance.

32. Prior to approval of the first Final Map, a verified delineation of wetland boundaries by the U.S. Army Corps of Engineers (USACE) and any other jurisdiction shall be required for any work conducted on or near the City-owned parcel along the north and east project property lines, along with any other required environmental surveys or reports as necessary. Ongoing monitoring of wetland boundaries shall be required throughout the duration of construction.

33. Prior to the issuance of the first Grading Permit or the first Building Permit for this Project, the Applicant shall submit a Storm Water Pollution Prevention Plan for the review and approval of the City Engineer. The plan shall include sufficient details to show how storm water quality will be protected during both: (1) the construction phase of the project and (2) the post-construction, operational phase of the project. The construction phase plan shall include Best Management Practices from the California Storm Water Quality Best Management Practices Handbook for Construction Activities. The specific storm water pollution prevention measures to be maintained by the contractor shall be printed on the plans. The operational phase plan shall include Best Management Practices appropriate to the uses conducted on the site to effectively prohibit the entry of pollutants into storm water runoff from this site including, but not limited to, trash and litter control, pavement sweeping, periodic storm water inlet cleaning, landscape controls for fertilizer and pesticide applications, labeling of storm water inlets with a permanent thermoplastic stencil with the wording "No Dumping - Drains to Bay," and other applicable practices.

34. The provided Preliminary Stormwater Treatment Plan is approved in concept only. Prior to approval of the first Final Map, the Applicant shall provide the necessary plans, details, and calculations demonstrating compliance with the Municipal Regional Stormwater NPDES Permit issued to the City of Newark by the Regional

Water Quality Control Board, San Francisco Bay Region, to the satisfaction of the City Engineer.

35. Prior to the first Final Map approval, the Applicant shall enter into a Stormwater Treatment Measures Maintenance Agreement, which will be recorded against the property.

36. This Project is subject to the Construction General Permit under the National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002, which applies to development sites that disturb one acre or more of land surface. The Applicant shall register the Project with the State Water Resources Control Board's Stormwater Multi-Application and Report Tracking System (SMARTS). A Qualified SWPPP Developer (QSD) and a Qualified SWPPP Practitioner (QSP) shall be designated and responsible for permit compliance. Upon registration, the SMARTS system will generate a Waste Discharger Identification (WDID) number. The WDID number shall be printed on the grading and/or erosion control plans prior to approval of the first Final Map, or on the demolition or rough grading plans, whichever occurs first.

37. Prior to the first Final Map approval, the Applicant shall submit detailed grading and drainage plans for review and approval by the City Engineer and the Alameda County Flood Control and Water Conservation District. These plans must be based upon a City benchmark and need to include pad and finish floor elevations of each proposed structure, proposed on-site property grades, proposed elevations at property line, and sufficient elevations on all adjacent properties to show existing drainage patterns. All on-site pavement shall drain at a minimum of one percent. The Applicant shall ensure that all upstream drainage is not blocked and that no ponding is created by this development. Any construction necessary to ensure this shall be the Applicant's responsibility.

38. Prior to the first Final Map approval, hydrology and hydraulic calculations shall be submitted for review and approval by the City Engineer and the Alameda County Flood Control District. The calculations shall show that the City and County freeboard requirements are satisfied.

39. The project's storm drain outfalls daylight onto City property at approximate existing elevation range between 1.7 to 4.5. Per the Tri-City Local Hazard Mitigation Plan these discharge locations will be inundated during both 0-year and 100-year tidal scenarios with sea level rise, indicating that these outfalls may be regularly submerged under Sea Level Rise (SLR) conditions. Prior to approval of the first Final Map, the Applicant shall submit a sea-level-rise hydrology and hydraulics calculations report to the satisfaction of Alameda County Flood Control Water Conservation District (ACFC&WCD) and the City. If ACFC&WCD and/or the City determine that additional measures are required to protect against SLR, the Applicant shall submit design-level plans, calculations, and a supporting technical report for review and approval by ACFC&WCD and the City, and shall revise the

Improvement Plans accordingly. Required measures may include, but are not limited to, tide/flap gates, bypass piping, storage facilities, and/or hydromodification controls. All approved improvements shall be shown on the Improvement Plans and constructed prior to approval of the first phase of the project, to the satisfaction of ACFC&WCD and the City.

40. Prior to approval of the first Final Map, the Applicant shall submit hydrology calculations and design-level flow control and dissipation device details for the discharge onto City property. The discharge shall be maintained at pre-development flow rates and dissipated via flow dissipation devices designed by the Applicant. These calculations and device details shall be submitted along with the improvement plans and shall be reviewed and approved by both the City and Alameda County Flood Control and Water Conservation District (ACFC&WCD) prior to approval of the Final Map.

41. The Improvement Plans currently show storm drain outfalls that would concentrate flow from the bio-retention area and discharge directly onto adjacent City property. The Applicant shall revise the Improvement Plans to provide appropriate means of distributing stormwater runoff from the bio-retention facility into the adjacent wetlands in a manner that avoids concentrated flows. The revised design shall include measures to ensure that flows are dispersed, and energy is dissipated at the point of discharge to prevent erosion, scour, or other adverse impacts to the wetlands or City property. The revised Improvement Plans shall be submitted to the City for review and approval prior to approval of the first Final Map.

42. Prior to approval of the first Final Map, the Applicant shall provide documentation demonstrating that all Alameda County Flood Control and Water Conservation District (ACFC&WCD) channel crossings, including the use of existing ACFC&WCD bridge hangers for proposed utility crossings, have been reviewed and approved by ACFC&WCD.

43. Prior to approval of the first Final Map, the Applicant shall ensure that the bioretention areas adjacent to the Flood Control Channel are designed with concrete linings. The Project geotechnical consultant shall provide additional recommendations for the bioretention design to prevent slope instability. The design of the bioretention facilities, including the concrete lining and geotechnical recommendations, shall be subject to review and approval by the City and Alameda County Flood Control and Water Conservation District (ACFC&WCD).

44. Bubble-up drains over the sidewalk shall not be permitted. All on-lot drains shall connect via through-curb drains or direct connection to the storm drain system. Prior to approval of the first Final Map, Improvement Plans shall show detailed designs demonstrating these connections, to the satisfaction of the City.

45. Prior to approval of the first Final Map, all stormwater treatment measures shall be subject to review and approval by the Alameda County Mosquito Abatement

District, and evidence of such approval shall be submitted to the City. The Applicant and all successors in interest shall revise the grading, drainage, and stormwater treatment design as necessary to comply with any requirements imposed by the District, to the satisfaction of the City Engineer.

46. Improvement Plans shall show that the entire site is equipped with full trash capture devices approved by the Regional Water Quality Control Board – San Francisco Bay Region and the Mosquito Abatement District, for 100% trash capture at all on-site and adjoining off-site storm drain inlets. All on-site trash capture devices shall be permanently maintained by the property owner. Acceptable off-site trash capture devices can be found on the City's website at https://www.newark.org/departments/public-works/engineering-division/stormwater-program.

47. Improvement Plans shall include a note that all perimeter wall shall include anti-graffiti treatment on both sides, with the treatment applied prior to Tract Acceptance, and maintained in good condition thereafter by the Homeowners' Association (HOA).
48. The Applicant shall ensure that a water vehicle for dust control operations and a pick-up or vacuum type street sweeper to remove tracked dirt and debris from adjacent streets is kept readily available at all times during construction at the City Engineer's direction.

49. The Applicant shall implement the following measures for the duration of all construction activity to minimize air quality impacts in addition to the measures required in MM AIR-1: Implement Construction Best Management Practices:

    a. Watering should be used to control dust generation during demolition of structures and break-up of pavement.
    b. All trucks hauling demolition debris from the site shall be covered.
    c. Dust-proof chutes shall be used to load debris into trucks whenever feasible. Watering should be used to control dust generation during transport and handling of recycled materials.
    d. All active, unpaved construction areas shall be watered at least twice daily and more often during windy periods; active areas adjacent to the existing land uses shall be kept damp at all times or shall be treated with non-toxic stabilizers or dust palliatives.
    e. All trucks hauling soil, sand, and other loose materials shall be covered or require all trucks to maintain at least 2 feet of freeboard.
    f. All unpaved access roads, parking areas, and staging areas at construction sites shall be paved, watered three times daily, or treated with (non-toxic) soil stabilizers.
    g. All paved access roads, parking areas, and staging areas at construction sites shall be swept daily with water sweepers; water sweepers shall vacuum up excess water to avoid runoff-related impacts to water quality.

h. Limit traffic speeds on unpaved roads to 15 mph.
i. Install sandbags or other erosion control measures to prevent silt runoff to public roadways.
j. Replant vegetation in disturbed areas as quickly as possible.
k. Minimize idling time (5 minutes maximum).
l. Maintain properly tuned equipment.

50. The air quality measures in these conditions and MM AIR-1: Implement Construction Best Management Practices shall be incorporated into the grading specifications as well as the best management practices of the storm water pollution prevention plan, and shall be implemented to the satisfaction of the City Engineer.

51. Where a grade differential at the conforms occurs along the boundary between the proposed development and adjacent property, the Applicant shall install a permanent concrete or masonry retaining wall, unless a slope easement is approved by the City Engineer. The Improvement Plans shall be revised to show all necessary retaining walls or slope easements, grading transitions, drainage provisions, and related details, to the satisfaction of the City Engineer..

52. Prior to approval of the first Final Map, the Applicant's California-registered geotechnical consultant shall review and approve all geotechnical aspects of the project's improvement plans, including but not limited to site preparation and grading, site drainage improvements, and design parameters for foundations, to ensure that their recommendations have been properly incorporated. The California-registered geotechnical consultant shall sign and stamp the Improvement Plans prior to approval of the Final Map.

53. During construction, the Applicant's California-registered geotechnical consultant shall inspect, test (as needed), and approve all geotechnical aspects of the project construction. The inspections shall include, but not necessarily be limited to, site preparation and grading, site surface and subsurface drainage improvements, and excavations for foundations prior to the placement of steel and concrete. The geotechnical consultant shall document the results of these inspections and the as-built conditions of the project in a letter report, which shall be submitted to the City Engineer for review and approval prior to final project approval.

54. If an enhanced foundation design is required to protect the proposed foundations from damage caused by settlement, as described in the geotechnical report, the Applicant shall submit settlement and structural calculations for review and approval by the City prior to issuance of the first Building Permit. The submittal shall demonstrate compliance with the geotechnical recommendations to the satisfaction of the City Engineer.

55. All sanitary sewer utility pipes shall be designed and constructed pursuant to plans approved by Union Sanitary District. All water utility lines shall be designed and constructed pursuant to plans approved by Alameda County Water

District. All storm drains shall be designed and constructed pursuant to plans approved by City of Newark and ACFC&WCD.

56. The Applicant shall submit Improvement Plans consistent with the detailed soils report prepared by a qualified engineer, registered with the State of California.

57. Prior to the first Final Map approval, the Applicant shall submit an updated Geotechnical Study clarifying slope stability, settlement, surcharge effects, and any other geotechnical considerations as may be required due to site conditions, design changes, or agency requirements, for City review and approval by a City-selected peer review consultant. If a retaining wall is proposed at the ACFC&WCD channel across the property frontage, the updated study shall also include analysis of lateral spreading hazard and ground improvement recommendations. The Applicant shall pay the fee for Geotechnical peer review in accordance with the City's Master Fee Schedule, prior to approval of the Final Map.

58. Prior to issuance of first Grading Permit, the plans shall identify the shortest and closest truck route to the project site. The Applicant shall enforce the use of this designated truck route by all project construction traffic.

    Additionally, the developer shall retain, at their sole cost, a pavement specialty consultant to perform pre-construction and post-construction pavement condition surveys of the identified truck route. The post-construction report shall include recommendations for pavement rehabilitation necessary to restore the roadway to its pre-construction structural condition or better. Pavement rehabilitation shall be performed prior to tract acceptance, or at the discretion of the City Engineer if the identified truck route pavement condition is determined to be in poor condition.

59. The Applicant shall repair, at its expense, any damage to existing public or private improvements on or near the project site and along the approved truck route caused by project construction activities. Repairs shall be made immediately if so determined by the City Engineer, or within such time as the City Engineer specifies, but in all cases shall be completed prior to Tract Acceptance. If determined necessary by the City Engineer, the Applicant shall provide a truck-route security deposit or bond, in an amount and form acceptable to the City, to guarantee timely repair of such damage. Compliance with this condition shall be to the satisfaction of the City Engineer.

60. Prior to issuance of any Demolition Permit, Grading Permit, or approval of the first Final Map, whichever occurs first, the Applicant shall prepare and submit a Construction Traffic Management Plan (CTMP) to the City of Newark for review and approval. The CTMP shall address, at a minimum, construction traffic circulation, truck routes, construction employee parking, staging and material storage areas, temporary signage, flagging operations, pedestrian and bicycle access, and measures to minimize traffic disruptions to surrounding neighborhoods

and businesses. The CTMP shall conform to the latest City of Newark standards and the current California Manual on Uniform Traffic Control Devices (CA MUTCD). The Applicant shall provide advance public notification, in a form acceptable to the City, to nearby residents and businesses prior to any lane closures, detours, or other significant traffic control changes. The Applicant shall also maintain a 24-hour construction hotline or contact number, staffed at all times during active construction, to respond to public inquiries or concerns. All construction traffic operations shall comply with the approved CTMP to the satisfaction of the City Engineer, or as otherwise approved by the City Engineer.

61. Prior to issuance of first Grading Permit or first Building Permit, which ever occurs first, the Applicant shall submit documentation demonstrating how emergency vehicle access will be maintained during construction, for review and approval by the City of Newark. The Applicant shall ensure that emergency vehicle access is maintained at all times during construction, to the satisfaction of the City Engineer and the City of Newark Police and Fire Departments. No construction activity, staging, material storage, or traffic control measure shall obstruct or delay emergency vehicle access to the project site or adjacent properties. The Applicant shall coordinate with Police and Fire through the City regarding any construction activity or traffic control measure that may temporarily affect emergency access, and shall implement any modifications required by emergency services to maintain adequate access at all times.

62. Any work performed within the City's right-of-way, City easements, or City-owned property shall be subject to an Encroachment Permit as defined in Newark Municipal Code Chapter 12.08. All encroachment permit work is subject to adopted City of Newark Standard Details and as approved by the City Engineer, and shall be performed by properly-licensed contractors as determined by the City Engineer. Said contractors must provide evidence of proper licensure, insurance and City-issued Business License upon application for a permit.

63. -Prior to issuance of the Building Permit vehicle access ways and parking facilities serving said building shall be paved in accordance with the recommendation of a licensed engineer based on a Traffic Index of 5.0 and striped as shown on the approved site plan. Minimum asphalt concrete thickness for the vehicle access ways shall be 4 inches. This condition is not intended to cover vehicle access ways or parking facilities project wide, only those specific areas which are necessary for each individual building and consistent with an approved construction phasing plan filed with Building Inspection Division.

64. Prior to issuance of the first Building Permit for the applicable project phase, the on-site drive aisles and uncovered parking facilities serving that phase shall be installed and striped as shown on the approved site plan. All on-site uncovered parking facilities and drive aisles shall be drained at a minimum slope of 1.0% for asphalt surfaces and 0.3% for Portland cement concrete surfaces.

65. Prior to first Building Permit issuance of the first dwelling unit, or at such other time as approved by the City Engineer, the Applicant shall remove the existing joint utility pole and anchor pole, and shall remove the existing joint utility poles, and shall underground the existing overhead utility located across Mowry Avenue, along the length of the project's frontage, extending to the nearest riser beyond the project property lines. The scope and location of all undergrounding shall be shown on the Improvement Plans and submitted for City review and approval. All work shall be completed in coordination with PG&E and any other affected utility companies.

66. All new utilities including, but not limited to, electric, telephone and cable television services shall be provided underground for all buildings in the development in accordance with the City of Newark Subdivision Standards. Underground electrical transformers shall be installed with an appropriate public utility easement as necessary.

67. Prior to the first Final Map approval, all Improvement Plans are subject to review and approval by the Alameda County Water District (ACWD), Union Sanitary District (USD), Alameda County Flood Control and Water Conservation District (ACFC&WCD), and Pacific, Gas & Electric Company (PG&E). Any modifications to the site design provided with the vesting tentative map necessary to satisfy requirements from individual utilities or districts are the sole responsibility of the Applicant. The Applicant shall coordinate with Pacific, Gas & Electric Co. for the design of the underground utility improvements for the proposed development as soon as practical following vesting tentative map approval.

68. All modifications to the driveway access onto APN 537-0751-012-03, which is located on top of an Alameda County Flood Control and Water Conservation District (ACFC&WCD) channel, shall be subject to review and approval by the City Engineer. The Improvement Plans shall show all such modifications to the satisfaction of the City Engineer. The driveway access shall be paved in asphalt from the public right-of-way line to the edge of Mowry Avenue. A gate shall be installed at the end of the driveway to control vehicle access onto the property. The gate shall include a Knox Box (or equivalent Fire Department–approved emergency access device). The gate design shall be subject to review and approval by both the City and ACFC&WCD. These improvements shall be completed prior to issuance of the first Grading Permit or the first Building Permit, whichever occurs first, unless otherwise required by the City Engineer.

69. As shown on Sheet TM-7, improvements are proposed to the access route on APN 537-0850-001-12. Prior to approval of the Final Map, the Applicant shall provide the City with a recorded agreement from the property owner of APN 537-0850-001-12 granting permission for the Applicant to perform the proposed work on that property.

70. Sheet TM-7 shows improvements to the access route on APN 537-0751-012-03, in the vicinity of the Alameda County Flood Control and Water Conservation District (ACFC&WCD) channel. Prior to approval of the first Final Map, the Applicant shall obtain written approval for the proposed work from the ACFC&WCD and any other agency having jurisdiction over the work and shall provide copies of such approvals to the City, to the satisfaction of the City Engineer.

71. Prior to the first Final Map approval the joint trench and street light plans shall be submitted by the Applicant along with the Improvement Plans for City's review and approval.

72. Street light placement is approved in concept only. Prior to approval of the first Final Map, the on-site and off-site street light locations, including lighting along Mowry Avenue up to the proposed driveway access onto APN 537-0751-012-03, shall be shown on the Improvement Plans and submitted to the City for detailed review and approval. Street lights shall be located at lot lines and positioned away from bedroom windows to the greatest extent feasible. A photometric plan shall also be included with the Improvement Plans to demonstrate the distribution of illumination, all to the satisfaction of the City Engineer.

73. Multiple street cuts and openings (i.e. greater than two street cuts or openings) as a result of utility connections and other necessary street openings on Mowry Avenue shall be resurfaced from curb to curb to the satisfaction of the City Engineer. All pavement restoration and resurfacing shall be completed concurrent with site development. Prior to first Final Map approval, the Improvement Plans shall show the extent for grind and overlay on Mowry Avenue.

74. Prior to the first Final Map approval, the Improvement Plans shall show a signpost with a sign having an area of at least 15-inches by 21-inches shall be installed at or near the project entrances. The sign shall indicate "Private Property. Not dedicated for public use."

75. Prior to approval of the first Final Map, improvement plans shall show reflective address signs provided at each street intersections/courts to help identify the location of a residential unit for accurate first response. Signs shall be subject to review and approval by the City Engineer and the Fire Marshal.

76. Prior to issuance of any Grading Permit, the condition of the existing streets along the designated haul routes shall be evaluated by the City. Based on this evaluation, pavement rehabilitation, including but not limited to grind and overlay with base repairs, may be required. All pavement rehabilitation work shall be completed at the Applicant's sole expense and to the satisfaction of the City Engineer prior to tract acceptance.

77. Prior to Tract Acceptance, which is the City's formal acceptance of subdivision improvements upon certification by the City Engineer that all improvements have

been completed in accordance with approved plans and City standards ("Tract Acceptance"), the Applicant shall provide documentation, subject to approval by the City Engineer, verifying that all perimeter walls will be privately maintained.

78. Prior to Tract Acceptance, the Applicant shall repair or replace, at the Applicant's sole expense and to the satisfaction of the City Engineer, any public improvements along Mowry Avenue and along the designated project haul routes, as well as any private improvements along the exterior boundary of the site, that are damaged as a result of construction activities undertaken by the Applicant, its contractors, or subcontractors.

79. Prior to Tract Acceptance, the Applicant shall provide all required paper and digital submittals of the project final map(s), tract improvement plans, and as-built plans as required by the City Engineer, including, but not necessarily limited to the following: (1) One full-sized mylar copy and an electronic copy of the recorded final map(s); (2) Two full-sized reproducible copy, four half-sized reproducible copy, and electronic copies of the approved improvement plans in a format approved by the City Engineer; (3) Electronic copies and one mylar set of the as-built tract improvement plans. All digital copies of the final map(s) and improvement plans shall be prepared in accordance with Union Sanitary District digital submittal standards.

80. The Applicant shall establish a Homeowner's Association consisting of all property owners of lands in the development at the time of incorporation and in the future for the purpose of maintaining the association's property, common drive aisles, common area parking facilities, common area stormwater treatment facilities, common area landscaping, common garbage collection services (if any), security patrol services (if any), and other functions of a Homeowner's Association. Common areas within the development shall be owned and/or maintained by the Homeowner's Association as described in the covenants, conditions and restrictions (CC&Rs). Each property owner shall automatically become a member of the association in accordance with the Applicant's phasing plan and shall be subject to its share of the Homeowner's Association in accordance with the budget reviewed and approved by the Department of Real Estate. The Homeowner's Association shall be incorporated prior to the sale of any individual lots and/or prior to acceptance of tract improvements, whichever occurs first.

81. Prior to City Council approval of the first Final Map(s), any declaration of covenants, conditions and restrictions (CC&Rs) governing the maintenance and operation of this development shall be reviewed and approved by the Community Development Director at his/her discretion after review and recommendations by the City Attorney. Said covenants, conditions and restrictions shall be available in the project sales office at all times. Approval of the covenants, conditions and restrictions shall not make the City a party to enforcement of same. The CC&Rs shall run with the land and therefore be binding on parties with leasehold interests. The CC&Rs shall be written to require homeowners to require renters to comply

with the CC&Rs, and a copy of the CC&Rs shall be given to each renter. The CC&Rs shall require the HOA to properly budget for a pavement maintenance program for on-site pavement.

82. The Applicant shall at its own cost, have an initial Homeowner's Association budget prepared which initial budget shall be reviewed and approved by the California Department of Real Estate. The Homeowner's Association budget shall set forth the monthly assessment costs.

83. The Homeowner's Association shall be responsible for trash and litter control and sweeping of all private streets within the development. All private storm drain systems and all associated trash capture devices shall be cleaned on a regularly scheduled basis as detailed in the required Stormwater Treatment Measures Maintenance Agreement.

84. The Homeowner's Association shall be required to contract with a professional association management firm to handle all necessary maintenance operations. Documentation of such contract shall be submitted to the City of Newark prior to the issuance of the first Certificate of Occupancy for a residential unit in the project. All commonly owned facilities shall be properly maintained in a manner consistent with the CC&Rs and project requirements.

85. The Applicant shall prepare a disclosure statement to all property owners indicating that the project site is located within a seismic hazard zone for liquefaction. The disclosure statement shall indicate that the buildings have been designed to current code requirements. The disclosure statement shall also indicate that the buildings, site improvements, and utilities are subject to damage during an earthquake and that the buildings may be uninhabitable after an earthquake. This disclosure statement is subject to review and approval of the City Engineer prior to the issuance of the first Certificate of Occupancy for any residential unit.

86. The Applicant is to provide a complete set of construction plans and a copy of the project Geotechnical Report and recorded Final Map(s) to the Homeowners Association at the time of its formation.

87. The CC&Rs shall contain a provision that prohibits the amendment of those provisions of the CC&Rs, identified in these Conditions of Approval, without the City's approval.

88. The following language shall be included in the CC&Rs:

    Rights of City: Notwithstanding anything to the contrary in this Master Declaration, no amendment hereto which deals with any of the following matters shall be effective without the prior written consent of the Director of the City's Community Development Department, such consent not to be unreasonably withheld, conditioned, or delayed: (i) Any amendment, the design or purpose of which is to

eliminate an obligation of the Association to maintain, manage and repair the Common Area or to lower the standards for maintaining and repairing such Common Area; (ii) Any amendment with regard to the fundamental purpose for which the Project was created (e.g., a change from residential use to a different use);(iii) Any material amendment to Sections….(list sections required by condition of approval), and all defined terms therein, each of which were required as a condition of approval for the Project.(note: will need to define "Project.")

Enforcement by City: If the Association fails to Maintain the Common Area, or if the Association fails to enforce any of the provisions, listed in Section XXX (Rights of City), the City, as an intended third party beneficiary of the provisions of this Master Declaration, shall have the right, but not the duty, to compel performance of such provisions in any manner provided by law or in equity and in any manner provided in this Master Declaration.

89. The Declarant shall provide educational materials on stormwater pollution prevention to all residents within (3) three months of the initial sale of each home.

90. Each initial buyer shall sign an acknowledgment that he/she has read the articles and bylaws of the Homeowner's Association and the CC&Rs governing the operation and maintenance of the development.

91. Street names and an addressing scheme shall be developed during the final map and improvement plan review process in accordance with the City of Newark's Street Numbering and Naming Ordinance (Chapter 12.12). This area of Newark has a "California native or special-status wildlife species" theme for street names. The applicant may request a different theme for street names, which will be subject to review and approval by the City Engineer and shall be shown on the final map prior to Final Map approval

**LANDSCAPE-PARKS DIVISION**

92. All landscape maintenance on-site and within public utility easements shall be the responsibility of the Homeowners Association (HOA). The applicant shall enter into a Landscape Maintenance Agreement prior to approval of the final map. The applicant shall be permitted to assign the obligations to the HOA and shall thereafter be released from any ongoing obligations under such Agreement. The Landscape Maintenance Agreement shall run with the land and be binding to the Homeowners Association as successors.

93. Prior to final map approval, landscape plans for work within the public right-of-way, dedicated easement areas, and all common areas shall be included with the tract improvement plans and approved by the City Engineer. The plans shall be prepared by a licensed landscape architect in accordance with the City of Newark requirements, standard details, and the State of California Model Water Efficient Landscape Ordinance (MWELO).

94. Prior to the release of utilities or issuance of any Certificate of Occupancy for a given project phase, all landscaping and irrigation systems associated with that phase, including all frontage and median landscaping, shall be completed or guaranteed by a cash deposit filed with the City in an amount to cover the remainder of the work.

95. Prior to installation by the Applicant, plant species, location, container size, quality and quantity of all landscaping plants and materials within the public right-of-way shall be reviewed and approved by the City Engineer. All street trees shall be a minimum of 24-inch box specimen. Plant replacements shall be to an equal or better standard than originally approved subject to approval by the City Engineer.

96. Any above ground utility structures along Mowry Avenue, including backflow prevention devices, and appurtenances, shall be installed within the Applicant's property line and a minimum of 10 feet behind street face of curbs on Mowry Avenue. The backflow prevention devices shall have a green painted security cage to protect it from vandalism. These locations shall be screened with landscaping to the satisfaction of the City Engineer. The landscape screen shall not interfere with the utility companies' or City Fire Department's access.

**POLICE DEPARTMENT**

1. The development shall comply with Chapter 15.06, Security Code, of the Newark Municipal Code and Section 510, Emergency Responder Radio Coverage, of the California Fire Code.

2. The development shall comply with the City of Newark street numbering system and tie in with the existing area street numbering. Additionally, the proposed buildings should display their individual street address in a manner clearly visible from the adjacent roadway and parking areas in order to facilitate public safety personnel's ability to quickly identify each location during emergency responses.

3. We would highly recommend installation of community safety cameras and/or automated license plate readers in common areas where the units would be most susceptible to criminal activity. This would include parking areas, exterior pathways, cluster mailbox locations, and exterior doors. Automated license plate readers would best serve the community if located at the development entrance/exit points. All safety cameras could be operated and controlled by development owner(s) or their Security personnel.

**BUILDING DIVISION**

1. Applications for this project are due by December 18th, 2025 for the current code standards to be compliant for this project. Any submittal after this date will be required to meet the California Construction Code Standards in effect at the time of application.

# EXHIBIT 1

## GENERAL CONDITIONS

1. All proposed changes from approved exhibits shall be submitted to the Community Development Director who shall decide if they warrant Planning Commission and City Council review and, if so decided, said changes shall be submitted for the Commission's and Council's review and decision.

2. The developer shall pay the prevailing fee for each additional separate submittal of development exhibits that require review and approval by the Planning Commission and/or City Council.

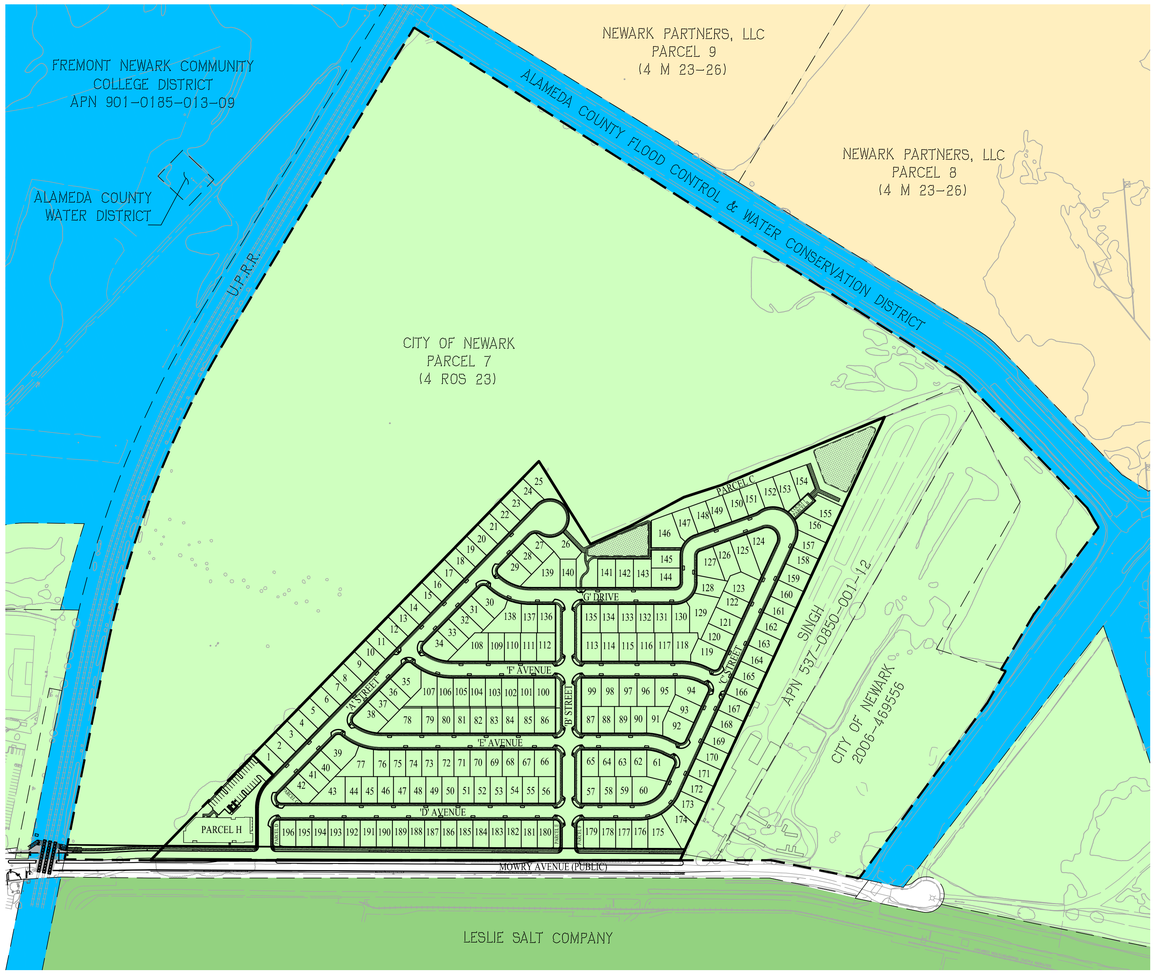
3. If any condition of the project's entitlements are declared invalid or unenforceable by a court of competent jurisdiction, these entitlements shall terminate and be of no force and effect, or the conditions, if severable, may be deemed inapplicable, at the election of the City Council on motion.

4. The developer hereby agrees to incur all costs of defense with counsel selected by the City, indemnify, and save harmless the City of Newark, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, cost (including, without limitation, attorneys' fees, costs and fees of litigation) of every nature, kind or description, which may be brought by a third party against, or suffered or sustained by, the City of Newark, its Council, boards, commissions, officers, employees or agents to challenge or void the project approvals or permits granted herein or any California Environmental Quality Act determinations related thereto.

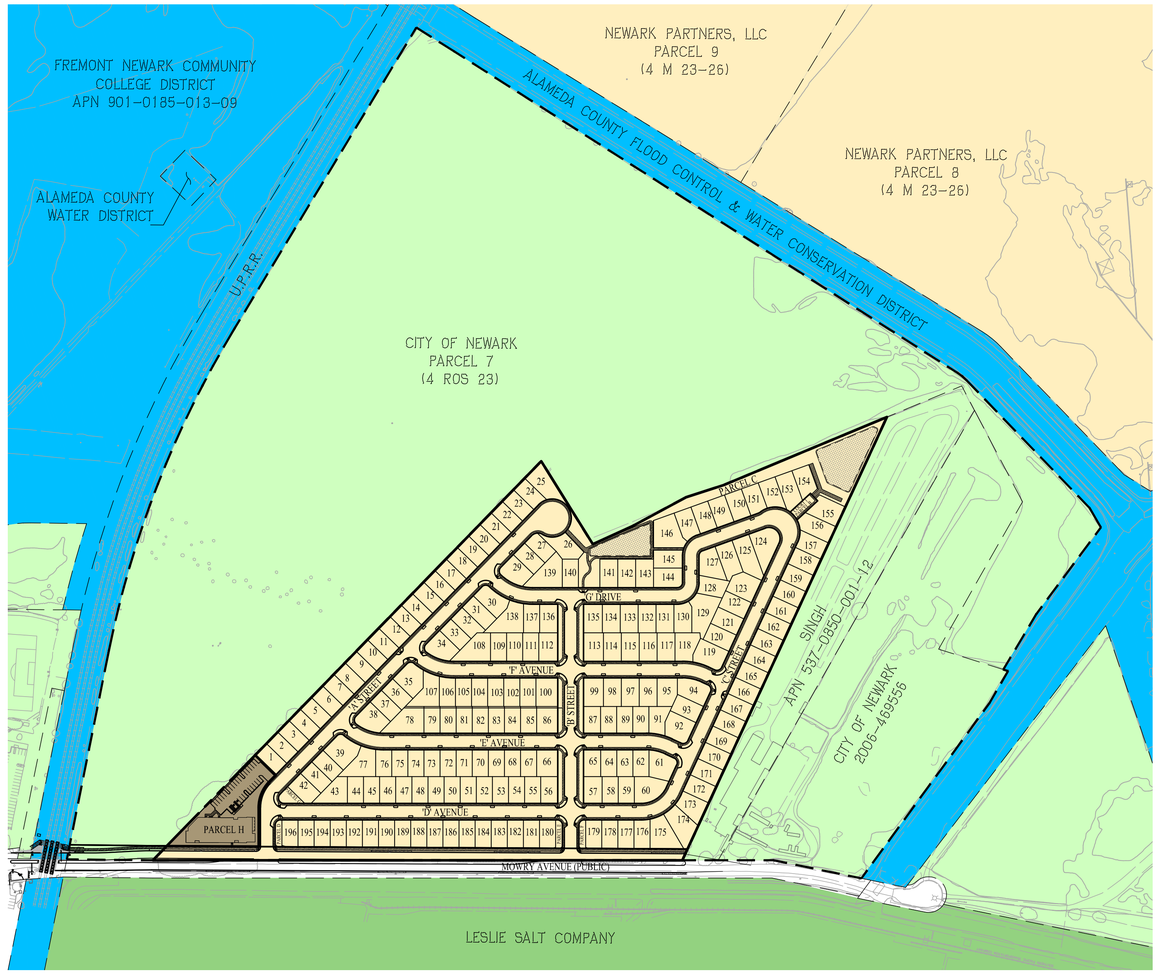
5. The Conditions of Project Approval set forth herein may include certain fees, dedication requirements, reservation requirements and other exactions. Pursuant to Government Code Section 66020(d)(l), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations and other exactions. The developer is hereby further notified that the 90-day approval period in which the developer may protest these fees, dedications, reservations and other exactions, pursuant to Government Code Section 66020(a), has begun. If the developer fails to file a protest within this 90-day period complying with all of the requirements of Section 66020, the developer will be legally barred from later challenging such exactions.

END OF CONDITIONS OF APPROVAL

# EXHIBIT 2




ORIGINAL LAND USE PER SPECIFIC PLAN




PROPOSED LAND USE CHANGE

AREA 3 & 4 SPECIFIC PLAN SUB AREA D ORIGINAL LAND USE VS PROPOSED LAND USE

| LAND USE CATEGORY | ORIGINAL LAND USE | PROPOSED LAND USE | PROPOSED LAND USE CHANGE |
|---|---|---|---|
| PARK/RECREATIONAL USE | 100.2 AC± | 71.0 AC± | (29.2) AC± |
| RS-6000: RESIDENTIAL SINGLE FAMILY-PLANNED DEVELOPMENT OVERLAY | 0.0 AC± | 28.4 AC± | 28.4 AC± |
| RH: RESIDENTIAL HIGH DENSITY | 0.0 AC± | 0.8 AC± | 0.8 AC± |
| GENERAL PLAN: PARCEL H | LOW DENSITY RESIDENTIAL | HIGH DENSITY RESIDENTIAL | – |

LEGEND

- RH: RESIDENTIAL HIGH DENSITY
- RS-6000: RESIDENTIAL SINGLE FAMILY - PLANNED DEVELOPMENT OVERLAY
- PUBLIC FACILITIES
- PARK
- RESOURCE PRODUCTION
- PROJECT BOUNDARY
- AREA 3 & 4 SPECIFIC PLAN SUB AREA D

# SPECIFIC PLAN AND ZONING LAND USE CHANGES

## MOWRY VILLAGE

CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

SCALE: 1" = 200' DATE: OCTOBER 6, 2025

0 200 400 600

cbg CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS
SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916) 788-4456
WWW.CBANDG.COM

# EXHIBIT 3

## AREA 3 AND 4 SPECIFIC PLAN AMENDMENT

**Subject: Mowry Village Residential Project - Areas 3 & 4 Specific Plan Amendment**

The proposed Areas 3 & 4 Specific Plan Amendment involves making changes to accommodate the Mowry Village project, a residential subdivision. The Project would introduce single family and multifamily to Sub Area D. The specific changes would revise the development standards for additional flexibility in site layout and varied lot sizes in to Mowry Avenue improvements, and infrastructure improvements. There would also be a revision to the Area 3 & 4 Specific Plan Land Use Diagram to revise use in Sub Area D (revised diagram attached).These changes would be consistent with the project application to rezoning of the 29 acres site to Low Density Residential and High Density Residential. The proposed changes occur in Chapters 2 – 4, 6 - 8, as described below.

**Proposed Changes to Chapter 2, Specific Plan Land Use**

The following changes shown in blue and green strikeout/underline text are proposed to text in Section 2(b), Sub Areas, of Chapter 2 of the Specific Plan for Sub Area D:

> **Sub Area D.** Sub Area D consists of 100 plus acres of land on the north side of the flood control channel, west of the railroad tracks, and the south side of Mowry Road. There are approximately 75 acres of uplands and the remaining are "wetlands" in this area. The sub area is reserved for a Golf Course or other recreational and residential uses.
>
> Sub Area D is currently designated as Low and High Density Residential under the General Plan and zoned as ~~A Agricultural~~ PK Park/RS Residential Single Family and Residential High Density. APNs 537-0850-001-11, 537-0850-001-13, and 537-0850-002-00 of Sub Area D are zoned as RS Residential Single Family and Residential High Density. The remainder of Sub Area D will remain zoned ~~A Agricultural~~ PK Park, which will allow construction of a golf course or other recreational uses in accordance with this Plan. The addition of a golf course or other recreational uses will, however, require a conditional use permit. A golf course or facility for other recreational use is in accord with the objectives and purposes of the Park (PK) district, as it helps to reserve appropriately located area for agricultural and natural resource production uses recreation use. The golf course, residential or other recreational use will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity because it will be located adjacent to existing residential uses, as well as Ohlone College. The golf course design will be of the highest quality, and therefore will produce an environment of stable and desirable character consistent with the objectives of the zoning code. Lastly, the variety of land uses in the development will complement each other and will harmonize with existing and proposed land uses in the vicinity as discussed above.

The following changes shown in green strikeout/underline text are proposed to text in Section 2(c), Residential Density, of Chapter 2 of the Specific Plan:

# EXHIBIT 3

**Residential Density.** The Residential holding capacity for the Specific Plan is set at 1,260 dwelling units. Residential units may only be considered in sub areas A, B, C and D of the Specific Plan Land Use Map. At the time of the adoption of the Specific Plan, 1,260 units were allocated only to the "Newark Partnership" holdings for certain areas of the Specific Plan pursuant to the Development Agreement by and Between City of Newark and Newark Partners, LLC and those areas have been entitled for the development of 855 of residential units.

**Proposed Changes to Chapter 3, Siting Standards & Architectural Design Guidelines**

The following changes shown in blue and green strikeout/underline text are proposed to text in Section 3(a), Introduction – Single Family Lot Standards, of Chapter 3 of the Specific Plan:

> **Introduction. Single Family Lot Standards.** Five lot sizes are contemplated in the Specific Plan along with attached or stacked housing. The four plates that follow provide the lot criteria for 45'x70' lots, 45'x75' lots, 45'x80' lots, 50'x80' lots, 55'x80' lots, and 60'x80' lots. No criteria are provided for custom lots since they will be irregularly shaped. The Planning Director will establish appropriate setbacks during site and architectural review of a particular home on a custom or irregular lot. The standards for the attached and/or stacked housing criteria are listed following the SFD standards.
>
> The architectural design concept of any housing is also shown on the plates. Custom and attached and/or stacked housing should be designed to be compatible with these design concepts. Other compatible design concepts may be considered as a minor amendment to the Specific Plan if they are deemed to be of equal or better quality than the ones presented herein.

**Proposed Changes to Chapter 4, Engineering & Improvements**

The following changes shown in blue strikeout/underline text are proposed to Chapter 4 of the Specific Plan:

a. **Introduction.** The majority of the Sub-Areas within the Specific Plan are undeveloped requiring new infrastructure including public and private street networks, underground utility systems, grading of the topography and other infrastructure. The Specific Plan is located within the City of Newark Urban Service Area, with several utility districts governing various aspects of public utility infrastructure. The plan area is bounded by three public streets with existing utility infrastructure: Mowry Avenue, Cherry Street, and Stevenson Boulevard. The overall capacity and existing condition of this public infrastructure is adequate to serve the planned uses, however, some improvements and upgrading of existing utilities are necessary. This section establishes standards and policies for the design and installation of new engineered infrastructure for the Specific Plan. It takes into account long-term development objectives for the complete build-out of the plan and establishes the proper framework necessary for future development.

b. **Street Design Standards.** The residential street networks within the Specific Plan are designed to be dedicated as public streets maintained by the City of Newark or private streets maintained by a Homeowner's Association. With the exception of the esplanade within Area 4, the remainder of the street network is designed In accordance with the street

sections provided in this plan. Any deviations from these standards will require review and approval by the City of Newark.

- **Residential Streets.** All public residential streets will be standard City of Newark "Type I - Minor Streets" with a 56 foot right-of-way. Private streets within the residential area of Sub Area D will have a 46 foot wide right-of-way with a 10' travel lane, 8' parking, and 5' monolithic sidewalk on each side of the street. Cul-de-sacs will be designed per city standards as well with a curb radius of 45 feet and right-of-way radius of 50 feet. Any deviations from these standards will be approved by the Public Works Director.

- **Stevenson Boulevard Overpass.** Due to the at-grade railroad crossing at the entrance into Area 4 on Stevenson Boulevard, an overpass bridge needs to be constructed for vehicular and pedestrian traffic. This is the preferred option with respect to public safety at an existing at-grade crossing. This will completely separate street traffic from rail traffic further enhancing this intersection. Design and construction of this overpass will require close coordination with various public agencies including the City of Newark, Union Sanitary District, the Public Utilities Commission, and Union Pacific Corporation. The overpass location faces several significant design considerations including the railroad, wetlands, high-voltage transmission lines and large sanitary sewer force mains in the area. Advanced preliminary designs have been completed for the overpass including catenary surveys of the transmission lines by PG&E, structural design of the overpass with respect to traffic load and structural support, and embankment design of the approach ramps. The engineered design of the bridge section for a single 12 foot travel lane in each direction adjacent to 5 foot wide bicycle lanes. Each direction is separated by a center median island. One side of the bridge will have a pedestrian sidewalk with safety rails attached to the edge of the overpass. Within the span of the bridge, utility sleeves will accommodate public utility systems to serve the Area 4 including possible sanitary sewer, water, gas, electric, and communication facilities. The bridge spans across the Union Pacific Railroad right-of-way and directly beneath the high-voltage transmission lines. PG&E performed survey and design review of their lines, and concluded that The Dumbarton Newark 115 kV line will require replacement of one tower with a new tubular steel pole. It also concluded that the other line, The Newark Ravenswood 230 kV line, will require an extension of the nearest tower to raise it approximately 20 feet. These improvements allow the construction of the bridge to meet minimum clearance safety requirements above the railroad tracks and beneath the transmission lines.

- **Mowry Avenue Improvements:** Mowry Avenue will be improved to include a sidewalk and at-grade railroad crossing. West of the railroad tracks, Mowry Avenue will be redesigned and reconstructed to be a divided roadway with a raised median. The proposed street section west of the railroad tracks includes a 6-foot-wide bicycle lane, 3-foot bicycle lane buffer, and 12-foot-wide travel lane on each side of the street, with a 12-foot-wide median or left turn lane in the center, for a total of 54 feet of curb-to-curb width. The south side of this Mowry Avenue street section proposes a landscape strip, pedestrian path, and landscape buffer. A raised median is proposed along Mowry Avenue between the railroad tracks and the westerly end of the project frontage.

- **Intersection Design.** The public residential intersections and cul-de-sacs require specific design implementations to meet drainage, accessibility, and emergency requirements. A typical intersection of two residential streets with a 56 foot right-of-way is shown on the street standards Plate. Caltrans standard signage and striping will be used at all four-way intersections to include stop bars and stop signs in each direction as required by the city engineer. Streets will be crowned with a typical 2% cross slope and should be designed to provide adequate drainage through the intersection of crowns. On-street parking will be located at least 50 feet from the end of curb returns to provide sufficient clearance for turning movements of emergency vehicles.

c. **Topography & Grading.** The areas covered by the Specific Plan contain various topographic and drainage features that require specific guidelines in order to ensure conformance with local agency requirements as well as minimal impact to natural topography. The existing elevations within Sub Area A range from approximately 9 to 20 feet above mean sea level. The existing elevations within Area 4 range from approximately 0 to 16 feet above mean sea level. Existing drainage patterns within both sites currently drain runoff to various locations. Sub Area A discharges into the man-made Alameda County Flood Control Channel Line D abutting the western portion of this sub area. Area 4 discharges towards Mowry Slough generally from northeast to southwest. Drainage is collected within ditches that discharge at an existing pump, which in-turn lifts the water over the top of the levee where it discharges to Mowry Slough. The grading and drainage designs for the various aspects of the Specific Plan need to take into account the following goals and policies:

- **Flood Elevation Requirements.** Sub Area A is classified as Zone X. This indicates that the area has shallow flooding of less than one foot for the 100-year base flood or is prone to 500-year flooding. Area 4 is largely classified as Zone AE. In the event of 100-year flooding conditions, water up to an elevation of eight feet NGVD would flood that area. Development within the Specific Plan is required to comply with the City of Newark flood elevation standards. The building pads of all occupied structures will be elevated to a minimum of 11.25 feet above mean sea level with the finished floor being a minimum of 6 inches above the building pad. The top of curb grades for residential streets will be no less than 10.00 feet above mean sea level. All un-occupied structures (i.e. ~~golf~~ recreational storage areas, sheds etc.) will either be elevated above the base flood elevation or flood-proofed per city requirements.

- **Grading & Drainage.** Sub Area A will be designed to honor existing drainage patterns and release locations on the subject property. The residential pads will be elevated above the 100-year flood zone elevations mapped for Flood Channel Line D, where applicable across the site. The existing dual 42" outfall at the southwest corner of the site will be used to discharge storm water from the site. Because of the elevation requirements of the flood zone certain areas of Sub Area A require fill where existing elevations are too low. Overall approximately 56,000 cubic yards of fill is required based on the Conceptive Grading Plan. Due to the large size of Sub Area A this will be mitigated with cuts from existing portions of the site where elevations are higher than necessary.

Area 4 will need to be elevated above the minimum City and FEMA base flood elevation requirements. Due to these elevation requirements significant amounts of imported fill will be necessary to elevate the site. Area 4 will need between 1.1 and 2.1 million cubic yards of fill. This fill can be achieved by a combination off off-site import and on-site excavation from elevated areas. The elevated site will be utilized to provide discharge outfalls at various locations to convey stormwater runoff out of the underground pipe network. This runoff will then discharge via natural drainage courses to the existing drainage pump and out to Mowry Slough.

The golf course design in Area 4 will be graded along the existing terrain dependent on the ultimate layout of the course. The clubhouse and other buildings will be required to be elevated above the base flood elevations; however, the course will be constructed along the natural terrain to achieve an earthwork balance within the course.

The drainage systems within the plan area are similar to most new developments. Lots, streets, and recreational areas will be graded to convey surface runoff to new inlets within the development, which will then transport the storm water through underground piping networks to the discharge outlets. All public and private streets are to be designed to comply with the requirements of the City of Newark. All grading should conform with the general intent Conceptive Grading & Drainage Diagram. Changes to the grading as shown on the conceptual plan should follow the same general patterns and be subject to review and approval by the city.

All grading should conform with the general intent Conceptive Grading & Drainage Diagram. The diagram portrays potential grading intents for the maximum potential fill necessary to develop the sub areas. This includes a potential for residential development within Sub Area C. Should a golf course alternative be pursued in that area then different elevation requirements apply as described above.-Changes to the grading as shown on the conceptual plan should follow the same general patterns and be subject to review and approval by the city.

d. **Infrastructure & Utilities.** The Specific Plan requires new public and privately maintained utility infrastructure to serve the uses. The existing sites are primarily undeveloped land; therefore, almost no existing infrastructure resides within the development envelopes. The utility goals and policies in this section are broken down for Sub Area A and Area 4 separately in some portions, due to the variety of requirements between each. All discussion in this section refers to the Conceptive Utility Diagram.

- **Storm Drainage - Area 4.** Existing drainage in this Area is collected via drainage ditches that terminate at an existing pump, which then discharges the runoff above the existing levees surrounding the southern perimeter of the area. Modifications to these existing drainage patterns are required to serve the individual proposed uses. The various sub areas will be served by a conventional underground storm drainage systems, which will convey surface runoff to new outfalls located at various locations around the perimeter of the whole area. Due to the elevation requirements for residential pads, Area 4 should not require any pump systems to convey the underground drainage adequately. However, should pumps be

necessary, they would be privately owned and maintained. The ultimate locations and quantities of the outlets will be dependent on the future residential layouts of the sub areas, but should conform to the Conceptive Grading & Drainage Diagram. The golf course within Area 4 will utilize on-site storm water treatment systems that can possibly function as storm water retention and/or detention basins well-integrated within the golf course landscape design.

- **Sanitary Sewer – Area 4.** Development of the Sub Areas within Area 4 will require new ~~privately~~ publicly owned and maintained pump stations primarily due to the lack of existing public infrastructure near the development envelopes, as well as the existing railroad crossing at Stevenson Boulevard. The development of the golf course and/or residential portions of the sub areas will contain conventional underground sanitary sewer systems, which will drain toward Stevenson Boulevard to a new lift station. ~~This will pump the sewage either through the new overpass span or beneath the railroad tracks to Stevenson Boulevard.~~ This new system will ultimately connect to the existing systems located within the intersection of Stevenson Boulevard and Cherry Street. New underground public infrastructure is required within Stevenson Boulevard to accomplish this. Sub Area D will require coordination with ACFC&WCD for any utility crossings above or below the existing flood control channel. The sewer flow from the residential uses within Sub Area D is proposed to flow through a gravity sewer system to a publicly maintained lift station off Mowry Avenue. Once lifted, the flow is carried by a gravity system towards an existing sewer manhole located on the east side of the railroad crossing. The flow is then carried to the new Stevenson Boulevard pump station. Sewer connections will be possible at the termination of Mowry Avenue if future design analysis concludes adequate capacity and depth is available. Coordination with USD, Union Pacific Railroad Company, the California Public Utilities Commission, and the City of Newark is required to ensure adequate design and minimal impacts to existing improvements.

**Proposed Changes to Chapter 7, Implementations Programs and Measures**

The following changes shown in green strikeout/underline text are proposed to text in Section 7(a), Area Section a. Development Phasing, of Chapter 8 of the Specific Plan:

> **a. Development Phasing.** Both Area 3 and Area 4 will be developed independently of each other. Area 4 will not be developed until the bridge over the railroad is constructed, except for Sub Area D, which includes parcels APNs 537-0850-001-11, 537-0850-001-13, and 537-0850-002-00, which already have existing roadway infrastructure via Mowry Avenue. Phasing within each Area will be based on the provision of appropriate infrastructure.

**Proposed Changes to Chapter 8, Relationship to the General Plan**

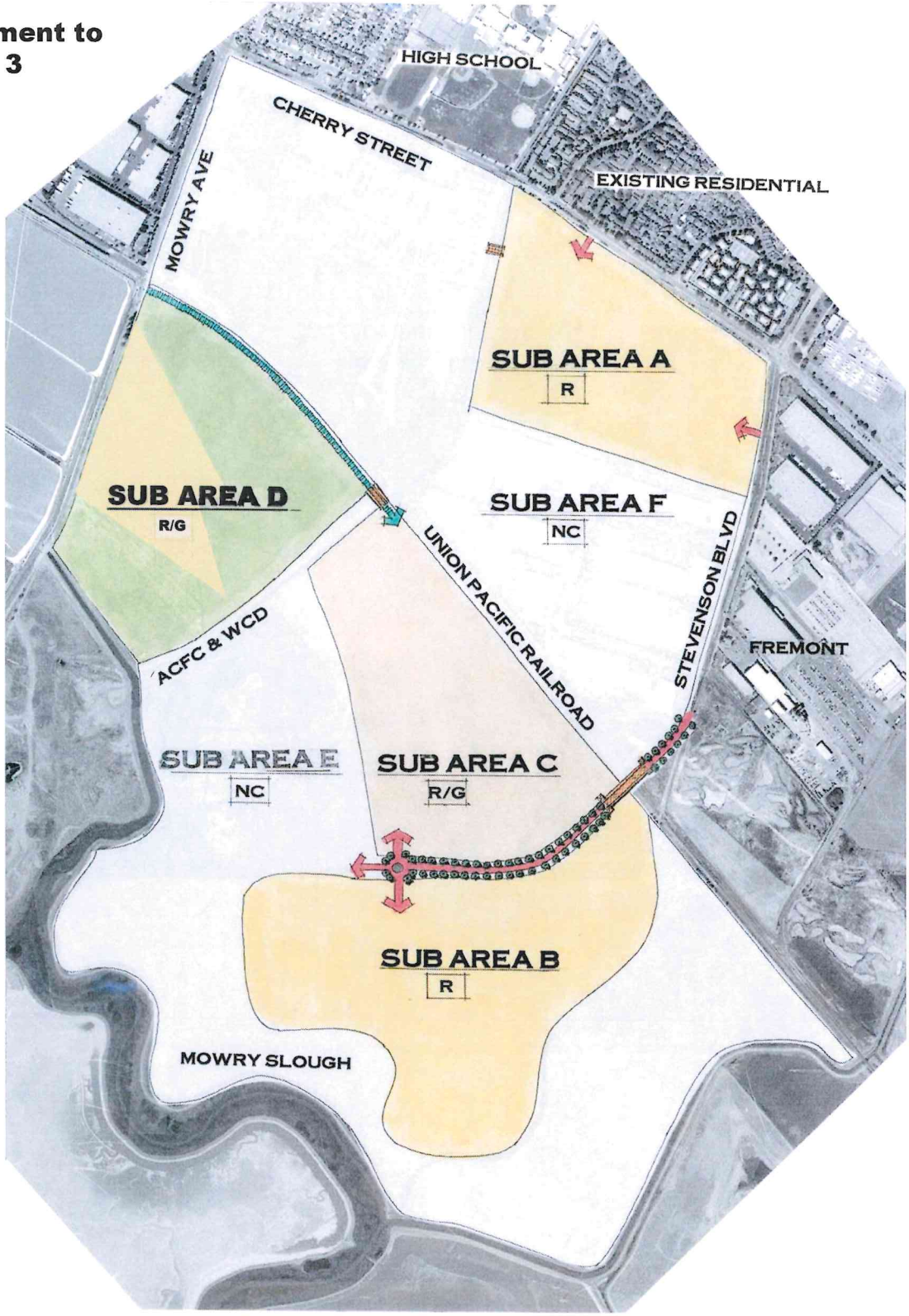
The following changes shown in blue strikeout/underline text are proposed to text in Section 8(d), Area 4 – Sub Area D, of Chapter 8 of the Specific Plan:

> **d. Area 4, Sub Area D.** Sub Area D is designated as Low and High Density Residential under the General Plan, which provides for ~~predominantly~~ single-family and multifamily homes . Consequently, the proposed uses are compatible. As discussed above in section 2(b), Sub Area D is currently zoned as ~~A Agricultural and~~ PK Park/R Residential. APNs 537-0850-001-11, 537-0850-

# EXHIBIT 3

001-13, and 537-0850-002-00 of Sub Area D are zoned as R Residential. The remainder of Sub Area D will remain zoned ~~A Agricultural~~ PK Park. However, a conditional use permit must be obtained to allow construction of a golf course or another recreational use.

**Attachment to Exhibit 3**




# SPECIFIC PLAN LAND USE DIAGRAM

## NEWARK, CA AREA 3 & 4

0' 400' 800'

### LEGEND

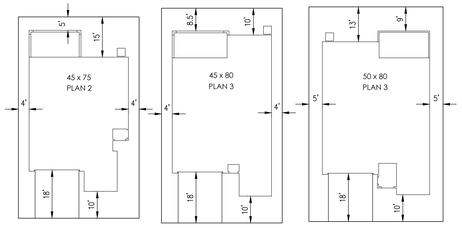
- NC — NO CHANGE IN EXISTING GENERAL PLAN OR ZONING
- R — RESIDENTIAL
- R/G — RESIDENTIAL AND/OR GOLF COURSE
- G — GOLF COURSE OR RECREATIONAL
- TWO LANE ACCESS ROAD
- NEW TWO LANE BRIDGE
- NEW PED BRIDGE
- ACCESS POINT
- EVA/TRAIL
- ROTARY

## PARKING SUMMARY

| | |
|---|---|
| **PARKING REQUIRED** | |
| OFF-STREET COVERED SPACES PER UNIT (2 PER UNIT) SINGLE FAMILY =(196 X 2) = | 392 SPACES |
| AFFORDABLE SPACES (1 PER STUDIO/1BR UNIT & 1.5 PER 2BR UNIT) (23 STUDIO/1BR X 1 SPACE)* + (7 2BR X 1.5 SPACES)* = | 34 SPACES* |
| SINGLE FAMILY GUEST SPACES* = 0.5 SPACES PER UNIT = (196 X 0.5) = | 98 SPACES |
| **TOTAL PARKING REQUIRED =** | **524 SPACES** |
| **PARKING PROVIDED** | |
| OFF-STREET COVERED SPACES (196 X 2) = | 392 SPACES |
| AFFORDABLE SPACES* = | 34* SPACES |
| GUEST | |
| ON-STREET SPACES (IN-TRACT) = | 149 SPACES |
| **TOTAL PARKING PROVIDED =** | **575 SPACES** |

NOTES:

1. * DESIGNATES REQUESTED WAIVER THROUGH STATE DENSITY BONUS LAW.



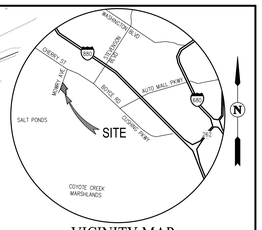

## TYPICAL LOT SETBACKS

SCALE: 1" = 20'

| LOT DIMENSIONS AND MINIMUM BUILDING SETBACKS | | | | | | | |
|---|---|---|---|---|---|---|---|
| | RS-6000 LOT DIMENSIONS AND MINIMUM SETBACKS | PLANNED DEVELOPMENT PROPOSED LOT DIMENSIONS AND MINIMUM SETBACKS | | | RH LOT DIMENSIONS AND MINIMUM SETBACKS | AREA 3 & 4 SPECIFIC PLAN STANDARDS | PROPOSED LOT DIMENSIONS AND MINIMUM SETBACKS |
| | SFD (FRONT LOADED) | SFD (45' X 75') | SFD (45' X 80') | SFD (50' X 80') | MULTI-FAMILY | MULTI-FAMILY SITING STANDARDS | MULTI-FAMILY |
| LOT SIZE | | | | | | | |
| WIDTH, ft | 60 | 45 | 45 | 50 | 60 | – | 60 |
| DEPTH, ft | 100 | 75 | 80 | 80 | 100 | – | 80* |
| MAXIMUM HEIGHT, ft | 30 | 30 | 30 | 30 | 35 | 60 | 38* |
| SETBACKS | | | | | | | |
| FRONT | | | | | | | |
| PORCH/STOOPS, ft | 14 | 6 | 6 | 6 | – | – | – |
| BUILDING FACE, ft | 20 | 8 | 8 | 8 | 15 | 20 | 10* |
| GARAGE, ft | 20 | 18 | 18 | 18 | – | – | – |
| REAR | | | | | | | |
| MAIN BUILDING, ft | 20 | 10 | 10 | 10 | 10 | 10 | 10 |
| SIDE | | | | | | | |
| MAIN BUILDING, ft | 5 | 4 | 4 | 5 | 5 | 10 | 5* |
| MAIN BUILDING AT CORNERS, ft | 10 | 5 | 5 | 5 | 8 | 15 | 8* |
| PORCH/STOOPS AT CORNERS, ft | 10 | 6 | 6 | 6 | – | – | – |
| ACCESSORY BUILDING, ft | 5 | 4 | 4 | 5 | – | – | – |
| ACCESSORY BUILDING AT CORNERS, ft | 10 | 5 | 5 | 5 | – | – | – |
| MAXIMUM SITE COVERAGE, % (NOT INCLUDING PORCHES & REAR OPEN SIDE PATIOS) | 50 | 60 | 60 | 60 | 55 | 50 | 50 |
| MINIMUM LANDSCAPING PER LOT (% OF LOT) | 25 | 25 | 25 | 25 | 25 | – | 25 |
| MINIMUM LANDSCAPING IN FRONT (% OF LOT) | 12.5 | 10 | 10 | 10 | – | – | – |

NOTES:

1. OPEN SIDED PATIOS MAY ENCROACH INTO REAR YARD SETBACK BUT MUST MAINTAIN A MINIMUM OF 5' FROM PROPERTY LINE.
2. SITE COVERAGE SHALL NOT INCLUDE PORCHES OR COVERED OUTDOOR ROOMS.
3. * DESIGNATES REQUESTED WAIVER THROUGH STATE DENSITY BONUS LAW.




## VICINITY MAP

NOT TO SCALE

## GENERAL NOTES:

1. OWNER: PICK-N-PULL AUTO DISMANTLERS, 299 SW CLAY STREET, SUITE 350, PORTLAND, OR 97201, CONTACT: VINCE FLETCHER, PHONE: (925) 791-4908
2. DEVELOPER: THE MOMRY PROJECT OWNER, LLC, 500 LA GONDA WAY, SUITE 102, DANVILLE, CA 94526, CONTACT: VINCE FLETCHER, PHONE: (925) 791-4908
3. CIVIL ENGINEER: CARLSON, BARBEE & GIBSON, INC., 2633 CAMINO RAMON, SUITE 350, SAN RAMON, CA 94583, CONTACT: JUSTIN DEKNOBLOUGH, R.C.E. 79604, (925) 866-0322
4. ARCHITECT: KTGY, 1814 FRANKLIN STREET, SUITE 400, OAKLAND, CA, 94612, CONTACT: JILL WILLIAMS, (510) 272-2910
5. LANDSCAPE ARCHITECT: VAN DORN ABED, 81 14TH STREET, SAN FRANCISCO, CA, 94103, CONTACT: SHARI VAN DORN, (415) 864-1921
6. EXISTING USE: INDUSTRIAL/VACANT
7. SUBDIVISION AREA: 29.21 AC±
8. NUMBER OF LOTS: 196 SINGLE FAMILY LOTS, 1 AFFORDABLE BUILDING PARCEL (30 UNITS), TOTAL 226 UNITS
9. THIS PROPERTY LIES IN THE JURISDICTION OF:
   - FIRE PROTECTION: ALAMEDA COUNTY FIRE DISTRICT
   - DOMESTIC WATER: ALAMEDA COUNTY WATER DISTRICT
   - NON POTABLE WATER: ALAMEDA COUNTY WATER DISTRICT
   - SANITARY SEWER: UNION SANITARY DISTRICT
   - STORM DRAIN WITHIN PUBLIC STREETS: CITY OF NEWARK & ALAMEDA COUNTY WATER CONSERVATION AND FLOOD CONTROL DISTRICT
   - GAS & ELECTRIC SERVICE: PACIFIC GAS & ELECTRIC
   - TELEPHONE SERVICE: AT&T
10. ROADWAYS AND PARCELS: UNLESS OTHERWISE NOTED (I.E. PUBLIC) ALL ROADWAYS AND PARCELS ARE TO BE MAINTAINED BY THE HOA ESTABLISHED WITH THE PROJECT.
11. PROPOSED LAND USE SUMMARY: SEE TABLE THIS SHEET
12. ASSESSORS PARCEL NUMBERS: 537-0850-001-11, 537-0850-001-13, 537-0850-002
12. BENCHMARK: CITY OF NEWARK OFFICIAL BENCHMARK. MOWRY-CEDAR, ALSO BEING AN ALAMEDA COUNTY BENCHMARK, THE TOP OF A CITY OF NEWARK BRASS DISK, BELOW THE TOP OF A STANDARD CONCRETE MONUMENT CASTING IN PAVEMENT, AT THE MONUMENT LINE INTERSECTION OF MOWRY AVE. AND CEDAR BLVD.
    ELEVATION 23.826 (NGVD 29)
13. BASIS OF BEARINGS: THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CENTERLINE OF STEVENSON BOULEVARD, BEING N08°09'08"E PER RECORD OF SURVEY 2228 (33 RS 79)
14. TOPOGRAPHY: PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS INC.,
15. FLOOD ZONE: ZONE X
    FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NUMBER:06001C0444G
16. THIS PROJECT MAY BE CONSTRUCTED IN PHASES AND MULTIPLE FINAL MAPS MAY BE FILED. A PHASING PLAN WILL BE PROVIDED TO THE CITY OF NEWARK PRIOR TO FINAL MAP APPROVAL.
17. LOTS 1 – 196 WILL BE SINGLE FAMILY RESIDENTIAL LOTS. PARCEL H WILL BE A MULTI-FAMILY BUILDING.
18. LOT DIMENSIONS AND AREAS ARE APPROXIMATE AND ARE ROUNDED TO THE NEAREST WHOLE NUMBER. EXACT DIMENSIONS AND AREAS WILL BE PROVIDED ON THE FINAL MAP.
19. ALL BUILDINGS SHALL BE EQUIPPED WITH AN AUTOMATIC FIRE SPRINKLER SYSTEM AS REQUIRED BY CHAPTER 15.09.020.G OF THE NEWARK MUNICIPAL CODE.
20. UTILITY LAYOUT IS PRELIMINARY AND MAY CHANGE DURING FINAL DESIGN.
21. THE GRADING SHOWN IS PRELIMINARY AND MAY CHANGE DURING FINAL DESIGN. THE PRELIMINARY GRADING PLAN IS IN CONFORMANCE WITH THE CITY OF NEWARK MUNICIPAL CODE 15.50 AND ANY CHANGES MADE DURING FINAL DESIGN WILL BE IN CONFORMANCE WITH CHAPTER 15.50.
22. THE PARKING STALLS ARE SHOWN FOR REFERENCE ONLY, PUBLIC STREETS WILL NOT BE STRIPED IN THIS MANNER.
23. GENERAL PLAN DESIGNATION: RESIDENTIAL LOW DENSITY
24. ZONING: EXISTING: PK, PARK
    PROPOSED: RS-6000: RESIDENTIAL SINGLE FAMILY – PLANNED DEVELOPMENT OVERLAY DISTRICT
    RH: RESIDENTIAL HIGH DENSITY

## ABBREVIATIONS

| | | | |
|---|---|---|---|
| AC | ACRES | MC | MEDIAN CURB |
| AD | AREA DRAIN | OHW | OVERHEAD WIRE |
| BU | BUBBLE UP | P | PAD |
| BW | BACK OF WALK | ℄ | PROPERTY LINE |
| ℄ | CENTER LINE | PAE | PUBLIC ACCESS EASEMENT |
| DW | DRIVEWAY | PUE | PUBLIC UTILITY EASEMENT |
| EL | ELEVATION | R | RADIUS |
| EVAE | EMERGENCY VEHICLE ACCESS EASEMENT | RW/ROW | RIGHT OF WAY |
| EX | EXISTING | SD | STORM DRAIN |
| FC | FACE OF CURB | SS | SANITARY SEWER |
| FG | FINISHED GRADE | SSE | SANITARY SEWER EASEMENT |
| FL | FLOWLINE | S/W | SIDEWALK |
| GUP | GARAGE UP | TBC | TOP OF BEVELED CURB |
| HP | HIGH POINT | TC | TOP OF CURB |
| LL | LOT LINE | USD | UNION SANITARY DISTRICT |
| LP | LOW POINT | W | WATER |
| L/S | LANDSCAPE | WLE | WATER LINE EASEMENT |
| | | WQ | WATER QUALITY |

## LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- PROPOSED LOT LINE
- ADJACENT PROPERTY LINE
- PROPOSED CURB
- PROPOSED LIP OF GUTTER
- PROPOSED SIDEWALK
- 24 — PROPOSED LOT NUMBER
- PROPOSED WATER QUALITY BIORETENTION AREA
- EXISTING EASEMENT
- PARALLEL PARKING STALL
- WETLAND/AQUATIC BOUNDARY
- FLOOD WAY BOUNDARY
- MASONRY WALL/RETAINING WALL
- LIMIT OF PROJECT WORK

| LAND USE SUMMARY | |
|---|---|
| LAND USE | AREA (AC) |
| SINGLE FAMILY LOTS | 18.18 |
| AFFORDABLE LOT | 0.84 |
| PRIVATE STREETS | 7.45 |
| PUBLIC STREETS | 1.21 |
| WATER QUALITY | 0.59 |
| OPEN SPACE | 0.94 |
| TOTAL | 29.21 |

| LOT SUMMARY | |
|---|---|
| LOT SIZE | LOT COUNT |
| 45' X 75' | 69 |
| 45' X 80' | 61 |
| 50' X 80' | 66 |
| AFFORDABLE (30 UNITS) | 1 |
| TOTAL | 197 LOTS |

## SHEET INDEX


TM-1 TITLE SHEET AND SITE PLAN
TM-2 EXISTING SITE CONDITIONS
TM-3 PRELIMINARY LOTTING PLAN AND STREET SECTIONS
TM-4 PRELIMINARY GRADING AND DRAINAGE PLAN
TM-5A PRELIMINARY UTILITY PLAN
TM-5B PRELIMINARY OFFSITE WATERLINE EXTENSION
TM-6 PRELIMINARY STORMWATER CONTROL PLAN
TM-7 FIRE ACCESS PLAN
TM-8 MOWRY AVENUE PLAN LINE
TM-9 OPEN SPACE AREAS


# MOWRY VILLAGE TRACT 8517

# TITLE SHEET AND SITE MAP

## VESTING TENTATIVE MAP

CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

0 50 100 150

DATE: AUGUST 13, 2025
JOB NO.: 2872-000


cbg CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON • (925) 866-0322
SACRAMENTO • (916) 375-1877
WWW.CBANDG.COM


SHEET NO. TM-1 1 OF 33 SHEETS

F:\2872-000\ACAD\TM\ALT AFFORDABLE\TM01.DWG

8/27/2025 8:16:15 AM



NEW TRADITIONAL MEDITERRANEAN

Based on the Spanish Colonial and Italian Renaissance Revival styles in the early 20th Century, the New Traditional Mediterranean bows to earlier home building traditions found in Arizona and Southern California. The composition and details are instantly familiar. Inviting combination of horizontal stone masonry and sanded stucco. Proportioned gable and hip roof combinations. Large and many windows at the Front Elevation. Shutters present that fit window sizes. Window muntins and sill simulate depth typical of earlier traditional style.

WINDOW SHUTTERS
GABLE END DETAILS & OUTLOOKERS
ENHANCED WINDOW SILLS
STONE VENEER

CONTEMPORARY SPANISH

Based on simple early Spanish missions, the style uses minimal decorative details borrowed from Spanish Revival homes that are most common in southwestern states; particularly California, Arizona, and Texas. Identifying features are low-pitched roofs, with little to no overhang, and red tile roof covering; typically one or more prominent arches placed above a door or principle window, or beneath a porch roof; wall surface is usually stucco; facade normally asymmetrical.

HIPPED ROOF WITH LOW PROFILE S TILE
ENHANCED WINDOW SILLS
LOW WAINSCOT STUCCO DETAIL WITH COLOR ACCENT
ARCHED PORCH ENTRY

COTTAGE

Based on English rural or semi-rural holiday homes with modest decoration, evoking story-book charm with vertical board and batten, stucco walls, gable roofs, and small porches. Typical uncut or rough cut irregular course stone masonry adds to the informal and woodsy feel.

STUCCO
PITCHED HIP ROOFS
BOARD AND BATTEN
GABLE END DETAILS
ENHANCED WINDOW SILLS

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INTEGRAL Communities
A DIVERSIFIED REAL ESTATE COMPANY

**Mowry Village 45x75 Lots**
Newark, CA #2018-1115

CONCEPTUAL PLANS
01-09-2019
05-03-2019
11-15-2019
12-17-2019
06-29-2020
11-04-2020
12-17-2019

45x75 LOT STREET SCENE

S1



AGRARIAN / FARMHOUSE

Evolved from the regional vernacular of homes built on farm lands to become rustic, warm, traditional and chic. Covered porches, gable roofs, and exposed wood are the most classic components of the style. This architecture embodied the need for basic comfort and is both practical and pleasant in design with rich textures and materials.

STUCCO
VERTICAL BOARD & BATTEN
GABLE END DETAILS WITH TRIM/KICKER/OUTLOOKER
PREDOMINANT PORCH
LIGHT BODY COLOR WITH ACCENT TREATMENTS
WINDOW SHUTTERS

COUNTRY EUROPEAN

Based on early French Colonial houses with high, steeply pitched roofs. Some examples had a characteristic pavilion roof form, which is steeply hipped. Stone masonry is commonly used around the foundations, with stucco walls above. Narrow window openings with paired shutters.

STUCCO
PITCHED HIP ROOFS
GABLE END DETAILS
ARCHED PORCH ENTRY
STONE VENEER
WINDOW SHUTTERS
ENHANCED WINDOW SILLS

CONTEMPORARY SPANISH

Based on simple early Spanish missions, the style uses minimal decorative details borrowed from Spanish Revival homes that are most common in southwestern states; particularly California, Arizona, and Texas. Identifying features are low-pitched roofs, with little to no overhang, and red tile roof covering; typically one or more prominent arches placed above a door or principle window, or beneath a porch roof; wall surface is usually stucco; facade normally asymmetrical.

STUCCO
HIPPED ROOF WITH LOW PROFILE S TILE
ENHANCED WINDOW SILLS
LOW WAINSCOT STUCCO DETAIL WITH COLOR ACCENT
ARCHED PORCH ENTRY

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**Mowry Village 45x80 Lots**
Newark, CA
#2018-1115

CONCEPTUAL PLANS
01-09-2019
05-03-2019
11-15-2019
12-17-2019
06-29-2020
11-04-2020

45x80 LOT STREET SCENE

S2



NEW TRADITIONAL COLONIAL

Based on the Colonial Revival style in the early 20th Century, the New Traditional Colonial bows to earlier home building traditions found in New England. The composition and details are instantly familiar. Inviting combination of brick masonry and horizontal siding. Large front gable. Large and many windows at the Front Elevation. Shutters present. Window muntins and sill simulate depth typical of earlier traditional style.

STUCCO
LAP SIDING
GABLE END DETAILS KICKER / OUTLOOKER
WINDOW SHUTTERS
ENHANCED WINDOW SILLS
STONE VENEER

AGRARIAN / FARMHOUSE

Evolved from the regional vernacular of homes built on farm lands to become rustic, warm, traditional and chic. Covered porches, gable roofs, and exposed wood are the most classic components of the style. This architecture embodied the need for basic comfort and is both practical and pleasant in design with rich textures and materials.

STUCCO
VERTICAL BOARD & BATTEN
GABLE END DETAILS WITH TRIM/KICKER/OUTLOOKER
PREDOMINANT PORCH
LIGHT BODY COLOR WITH ACCENT TREATMENTS
WINDOW SHUTTERS
ENHANCED WINDOW SILL
STONE VENEER

COTTAGE

•Based on English rural or semi-rural holiday homes with modest decoration, evoking story-book charm with vertical board and batten, stucco walls, gable roofs, and small porches. Typical uncut or rough cut irregular course stone masonry adds to the informal and woodsy feel.

STUCCO
PITCHED HIP ROOFS
GABLE END DETAILS
STONE VENEER
ENHANCED WINDOW SILLS

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**Mowry Village 50x80 Lots**
Newark, CA
#2018-1115

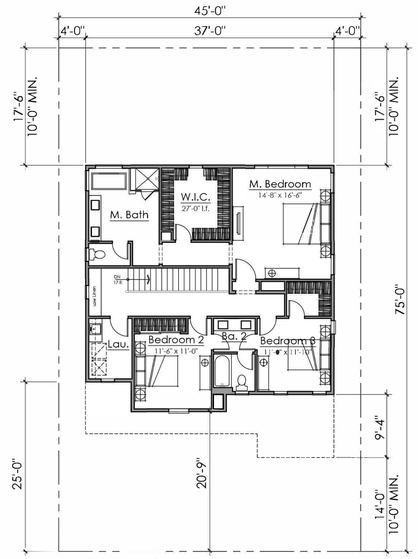
CONCEPTUAL PLANS
01-09-2019
05-03-2019
11-15-2019
12-17-2019
06-29-2020
11-04-2020

50x80 LOT STREET SCENE

S3



NOT TO SCALE

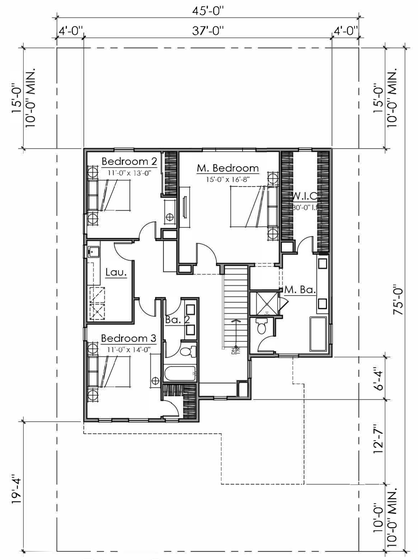



Plan 1 -
First Floor

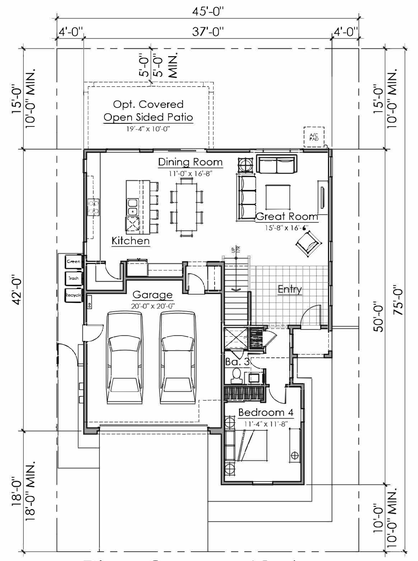



Plan 1 -
Second Floor

4 Bedrooms
3 Baths
2,275 s.f. Approx.

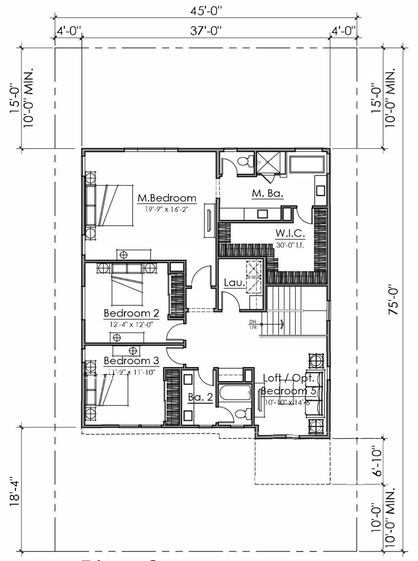



Plan 2 -
First Floor

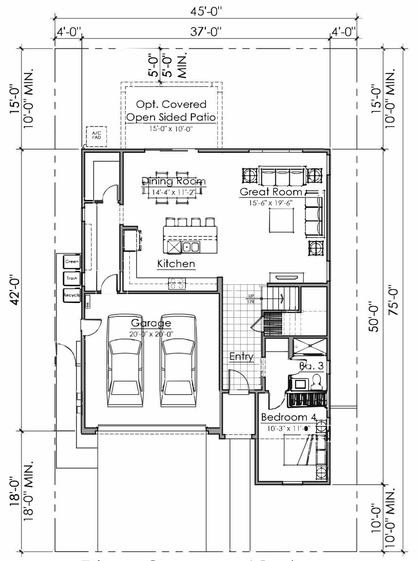



Plan 2 -
Second Floor

4 Bedrooms
3 Baths
2,477 s.f. Approx.




Plan 3 -
First Floor




Plan 3 -
Second Floor

4 Bedrooms
3 Baths
2,693 s.f. Approx.

**NOTE:**
EACH HOUSE ADDRESS SHALL BE WELL PLACED, ILLUMINATED, EASILY RECOGNIZED AND CLEARLY VISIBLE FROM THE ADJACENT ROADWAY



NOT TO SCALE

**KEY MAP:**
LOTS IN YELLOW INDICATE LOTS TO HAVE CORNER ENHANCED ELEVATIONS

# FLOOR PLANS
# 45x75 LOTS

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**MOWRY VILLAGE 45X75 LOTS**
NEWARK, CA #2018-1115

CONCEPTUAL PLANS
11-01-2019

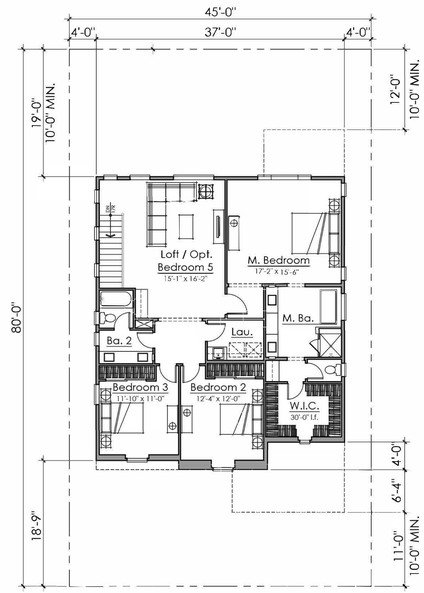
0 4 8 16

45x75 LOTS
FLOOR PLAN SETBACKS
SAMPLE STREET SCENE

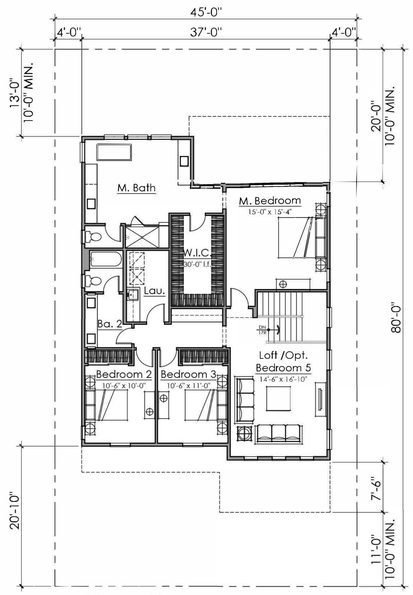
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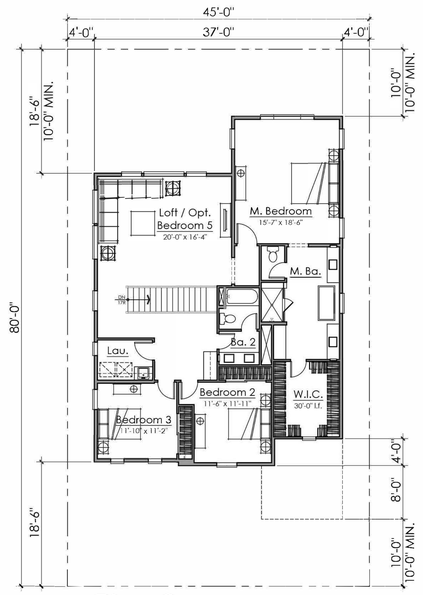
NOT TO SCALE



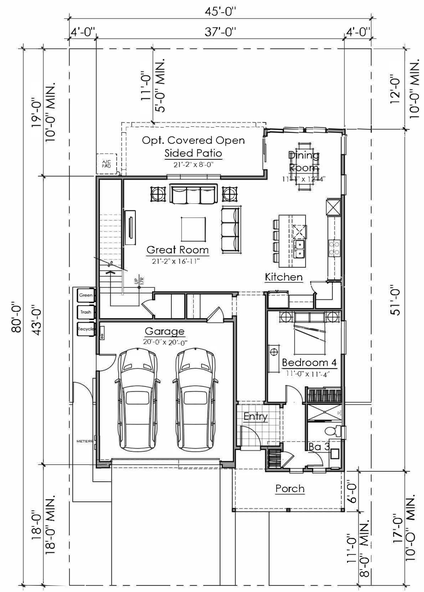

Plan 1 -
Second Floor




Plan 2 -
Second Floor

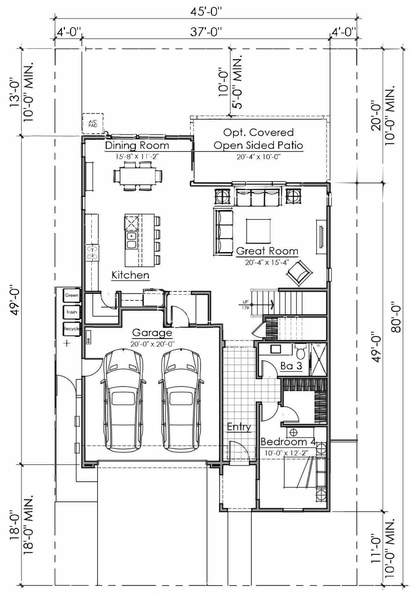



Plan 3 -
Second Floor



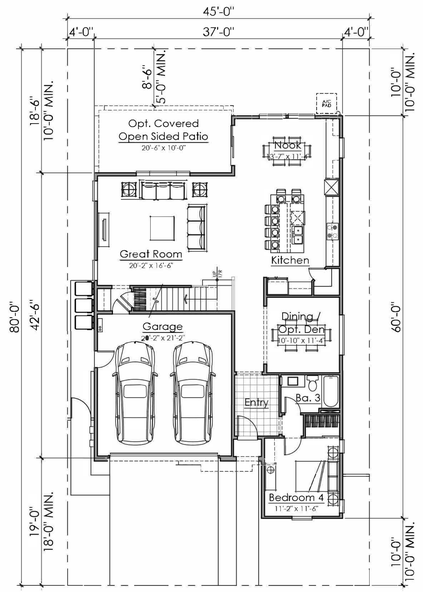

Plan 1 -
First Floor

4-5 Bedrooms
3 Baths
2,751 s.f. Approx.




Plan 2 -
First Floor

4-5 Bedrooms
3 Baths
2,851s.f. Approx.




Plan 3 -
First Floor

4-5 Bedrooms
3 Baths
3,043 s.f.
Approx.

FLOOR PLANS
45x80 LOTS

**NOTE:**
EACH HOUSE ADDRESS SHALL BE WELL PLACED, ILLUMINATED, EASILY RECOGNIZED AND CLEARLY VISIBLE FROM THE ADJACENT ROADWAY



NOT TO SCALE

**KEY MAP:**
LOTS IN YELLOW INDICATE LOTS TO HAVE CORNER ENHANCED ELEVATIONS


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**MOWRY VILLAGE 45X80 LOTS**
NEWARK, CA #2018-1115

CONCEPTUAL PLANS
11-15-2019

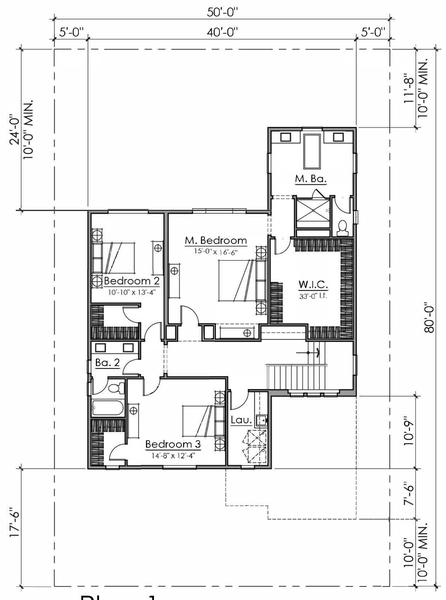
0 4 8 16

45x80 LOTS
FLOOR PLAN SETBACKS
SAMPLE STREET SCENE

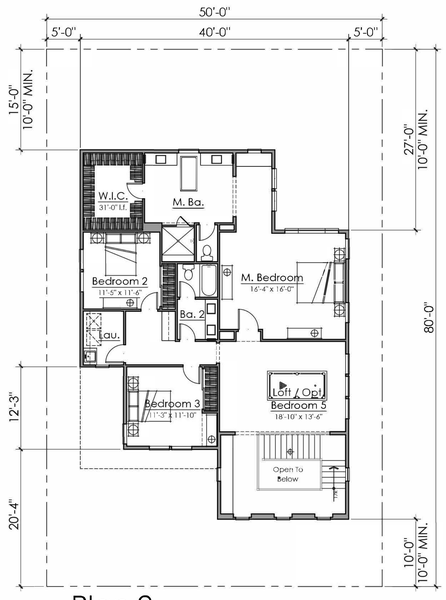
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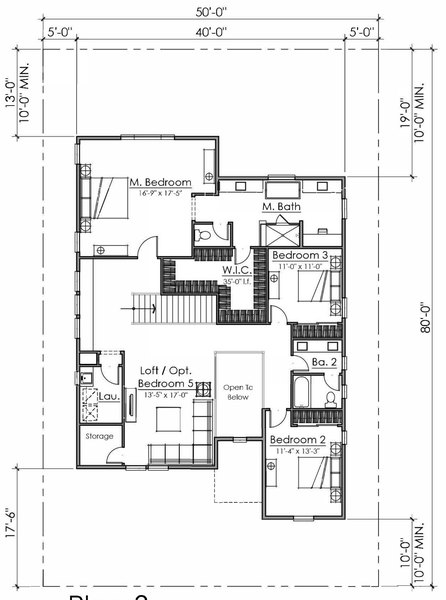
NOT TO SCALE




Plan 1 -
Second Floor

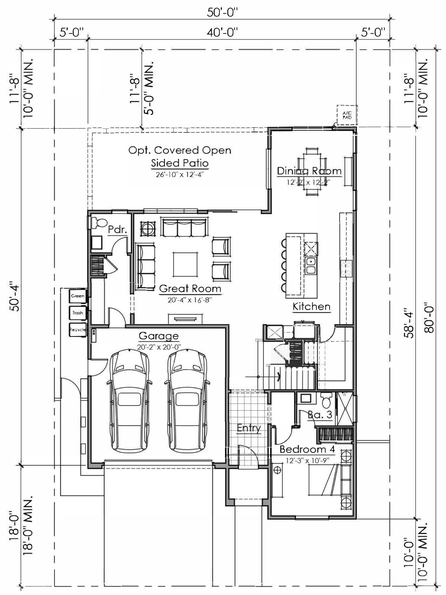



Plan 2 -
Second Floor



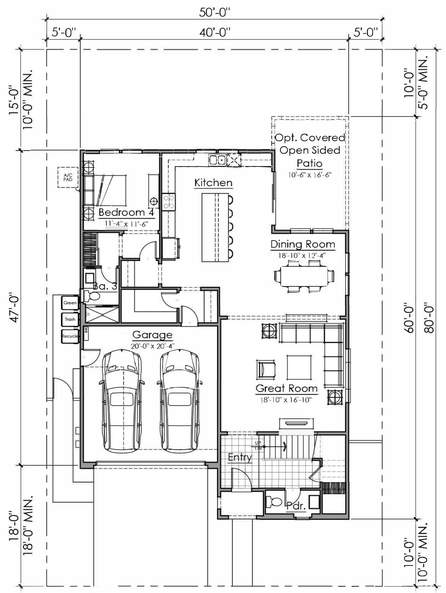

Plan 3 -
Second Floor

**NOTE:**
EACH HOUSE ADDRESS SHALL BE WELL PLACED, ILLUMINATED, EASILY RECOGNIZED AND CLEARLY VISIBLE FROM THE ADJACENT ROADWAY



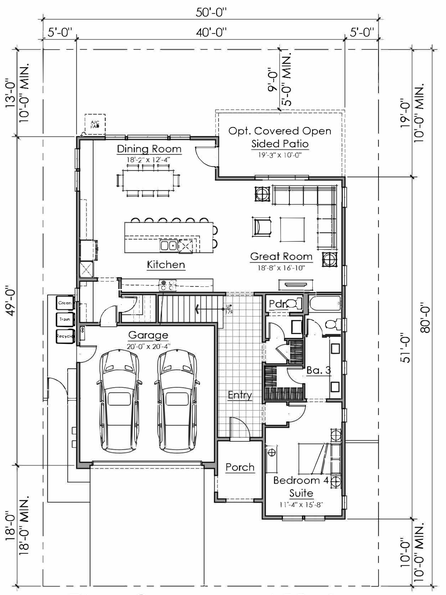

Plan 1 -
First Floor

4 Bedrooms
3.5 Baths
2,903 s.f. Approx.




Plan 2 -
First Floor

4-5 Bedrooms
3.5 Baths
3,168 s.f. Approx.




Plan 3 -
First Floor

4-5 Bedrooms
3.5 Baths
3,304 s.f. Approx.



NOT TO SCALE

**KEY MAP:**
LOTS IN YELLOW INDICATE LOTS TO HAVE CORNER ENHANCED ELEVATIONS

# FLOOR PLANS
# 50x80 LOTS


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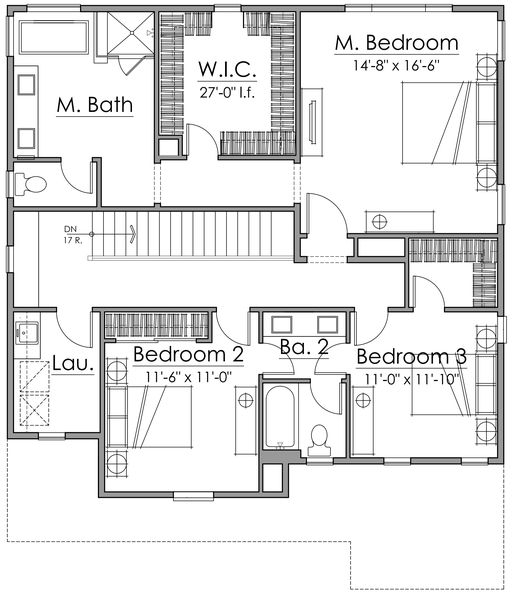

**MOWRY VILLAGE 50X80 LOTS**
NEWARK, CA #2018-1115

CONCEPTUAL PLANS
11-15-2019

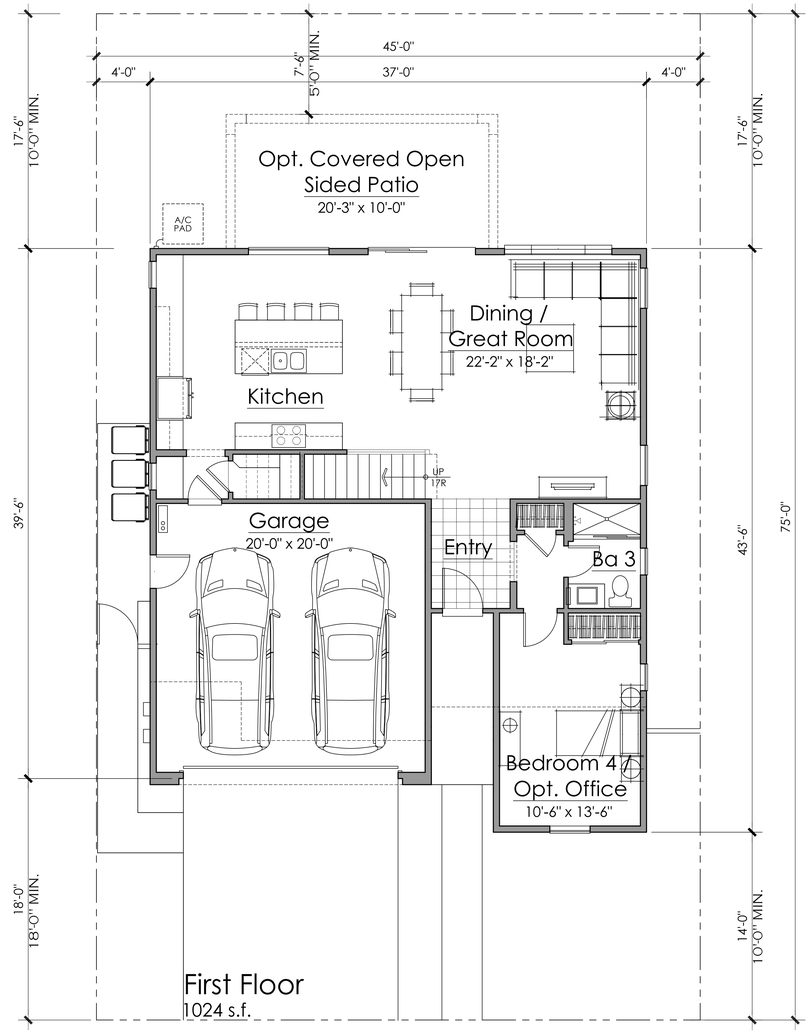
0 4 8 16

50x80 LOTS
FLOOR PLAN SETBACKS
SAMPLE STREET SCENE

A0.3




Second Floor
1251 s.f.




First Floor
1024 s.f.

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**MOWRY VILLAGE 45X75 LOTS**
NEWARK, CA #2018-1115

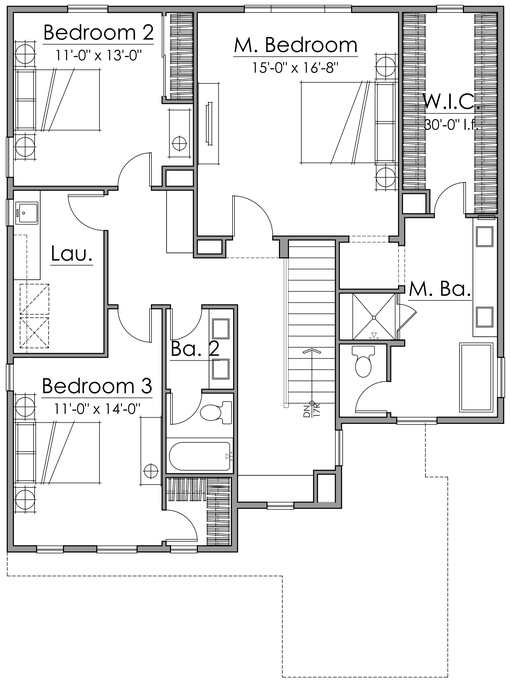
CONCEPTUAL PLANS
11-01-2019

0 2 4 8

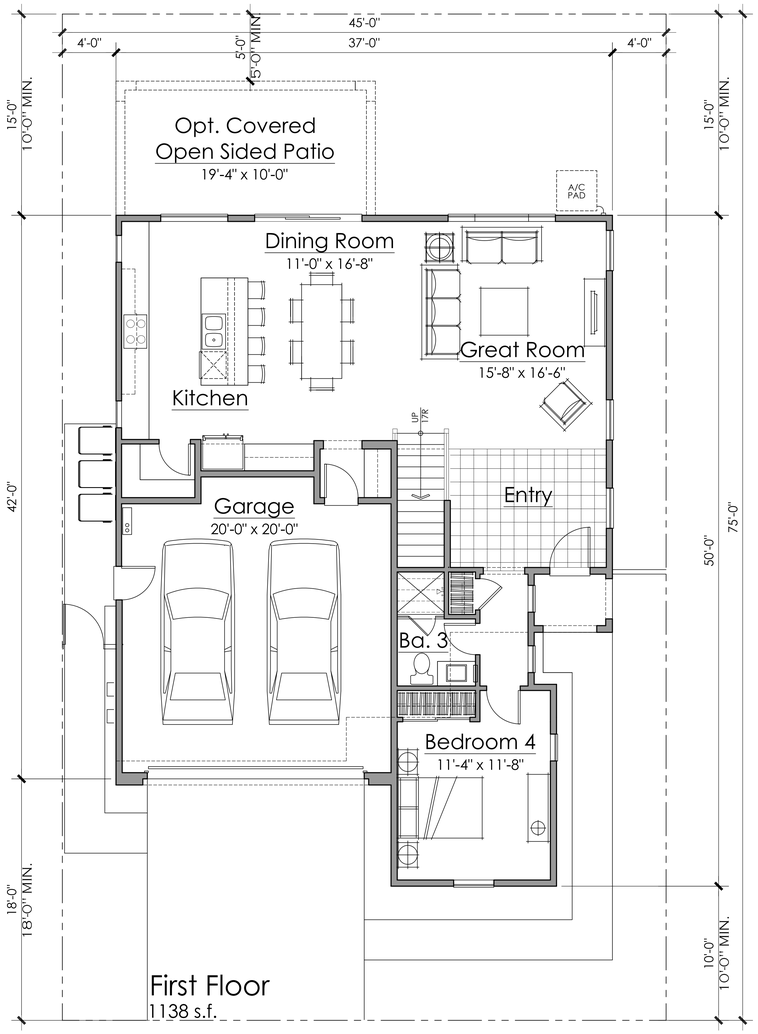
4 Bedrooms
3 Baths
2275 S.F.

PLAN 1
FLOOR PLAN

A1.1




Second Floor
1339 s.f.




First Floor
1138 s.f.

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**MOWRY VILLAGE 45X75 LOTS**
NEWARK, CA #2018-1115

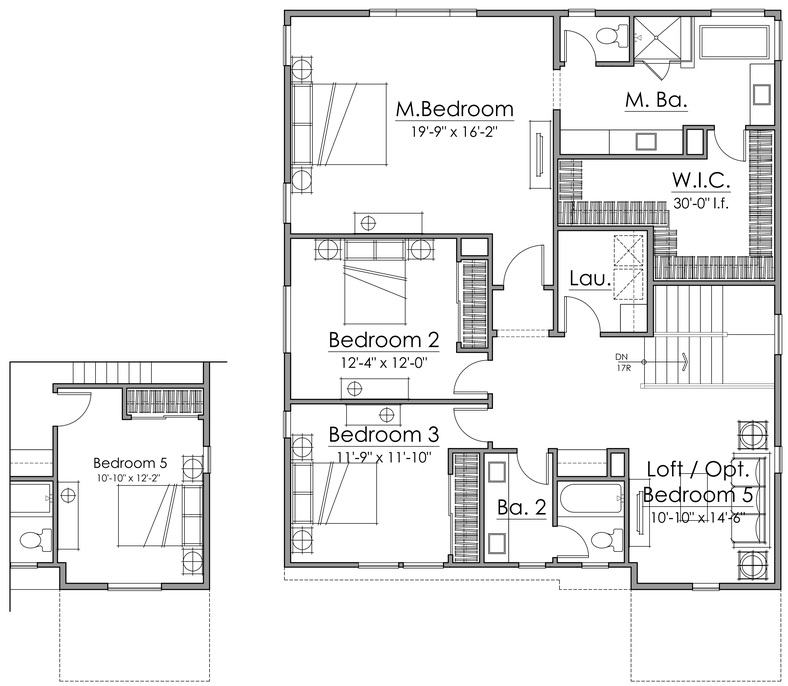
CONCEPTUAL PLANS
11-01-2019

0 2 4 8

4 Bedrooms
3 Baths
2477 S.F.

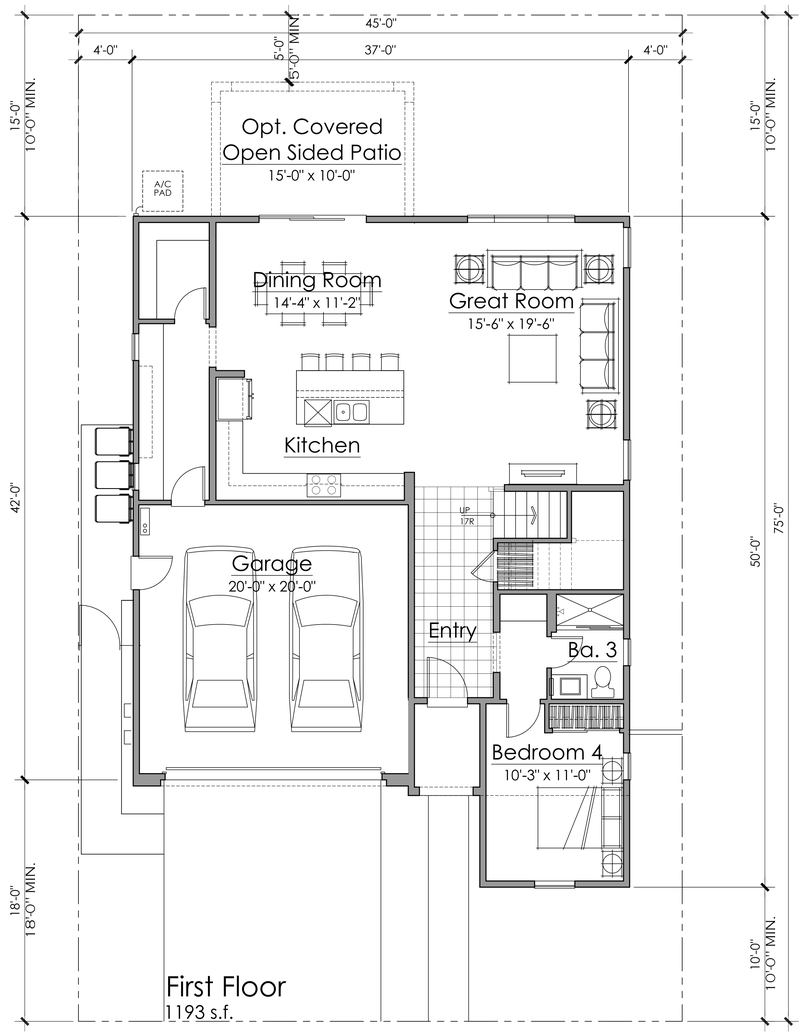
PLAN 2
FLOOR PLAN

A2.1




Opt. Bedroom 5

Second Floor
1500 s.f.




First Floor
1193 s.f.

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NEWARK, CA #2018-1115

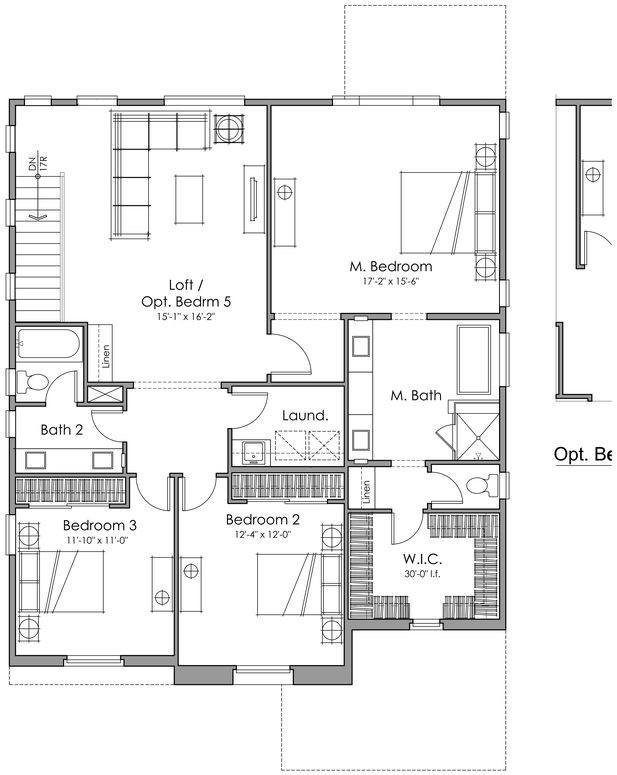
CONCEPTUAL PLANS
11-01-2019

0 2 4 8

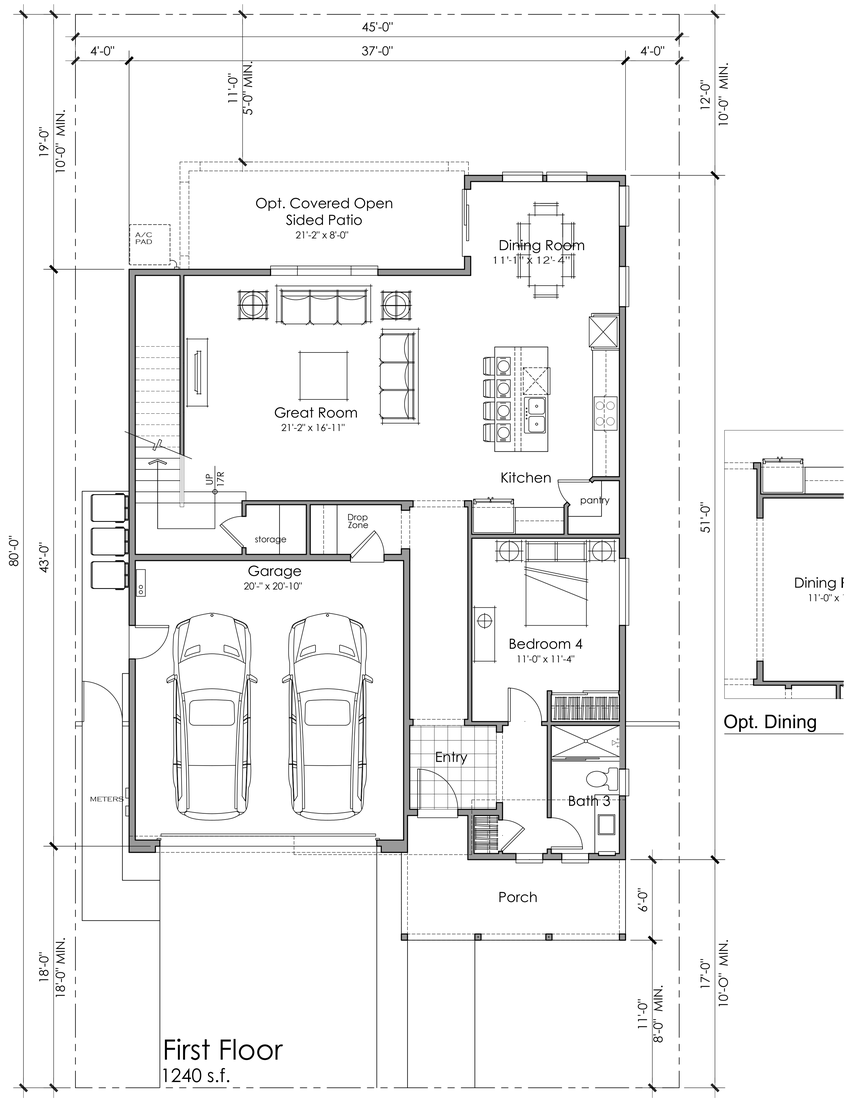
4 Bedrooms + Loft
Opt. Bedroom 5 3
Baths
2693 S.F.

PLAN 3
FLOOR PLAN

A3.1




Second Floor
1511 s.f.




First Floor
1240 s.f.




Opt. Dining

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**MOWRY VILLAGE 45X80 LOTS**
NEWARK, CA #2018-1115

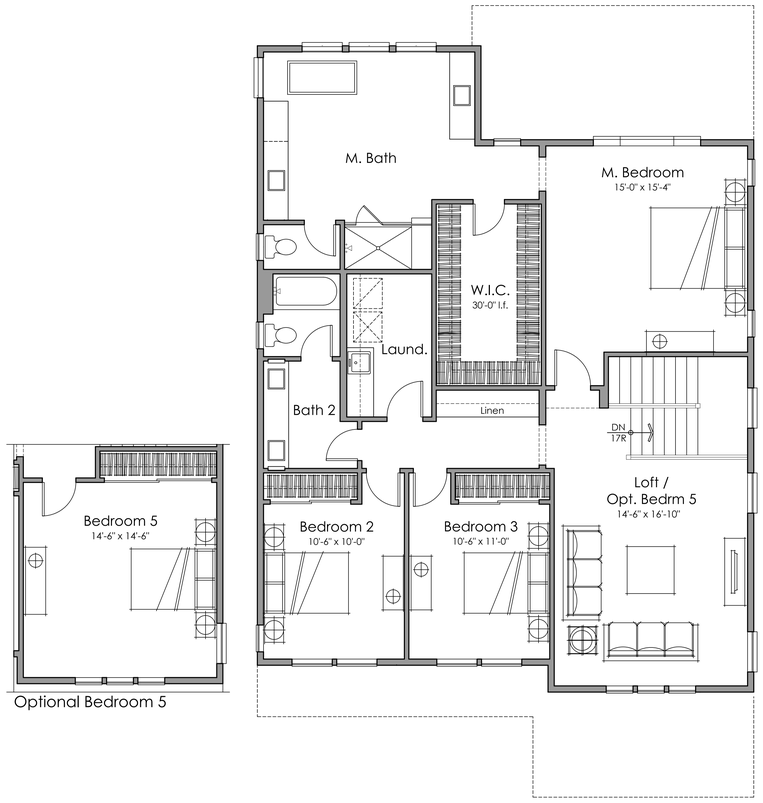
CONCEPTUAL PLANS
11-15-2019

0 2 4 8

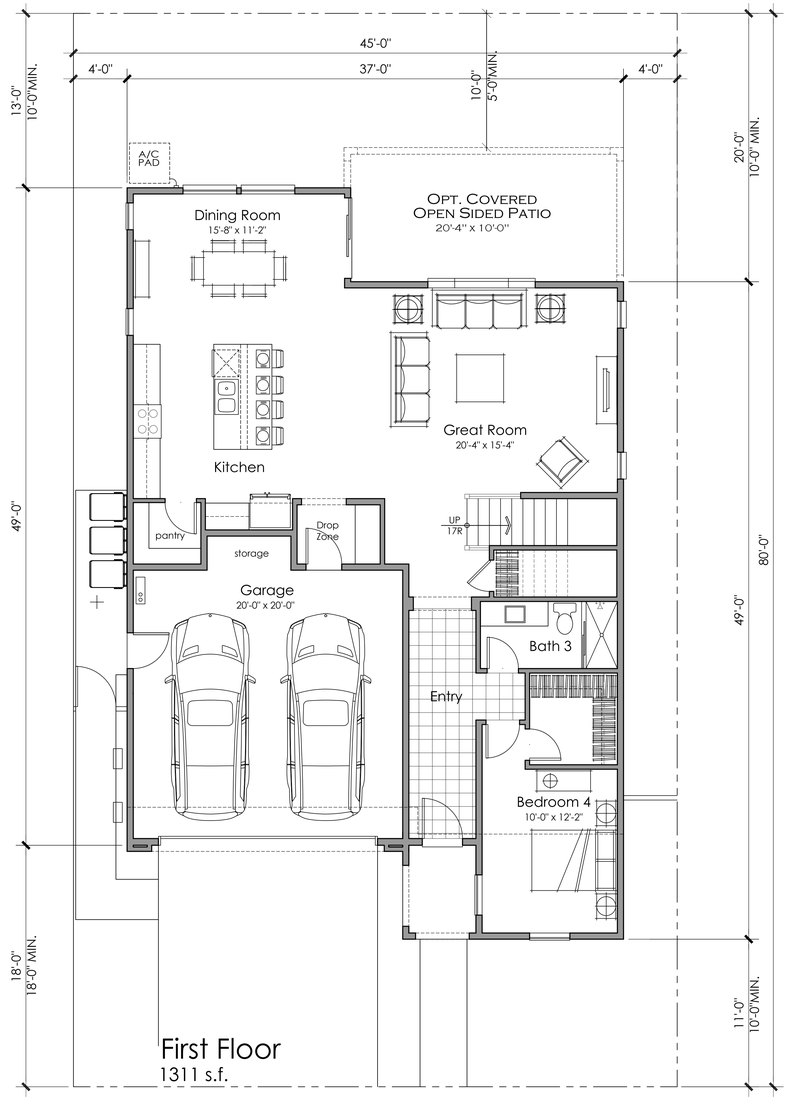
4 Bedrooms + Loft
Opt. Bedroom 5
3 Baths
2751 S.F.

PLAN 1
FLOOR PLAN

A1.1




## Second Floor
1540 s.f.




## First Floor
1311 s.f.

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**MOWRY VILLAGE 45X80 LOTS**
NEWARK, CA #2018-1115

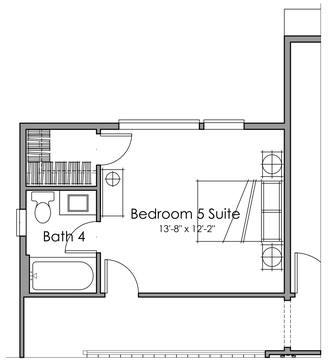
CONCEPTUAL PLANS
11-15-2019

0 2 4 8

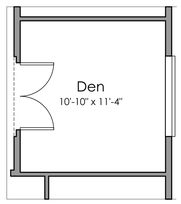
4 Bedrooms + Loft
Opt. Bedroom 5
3 Baths
2851 S.F.

PLAN 2
FLOOR PLAN

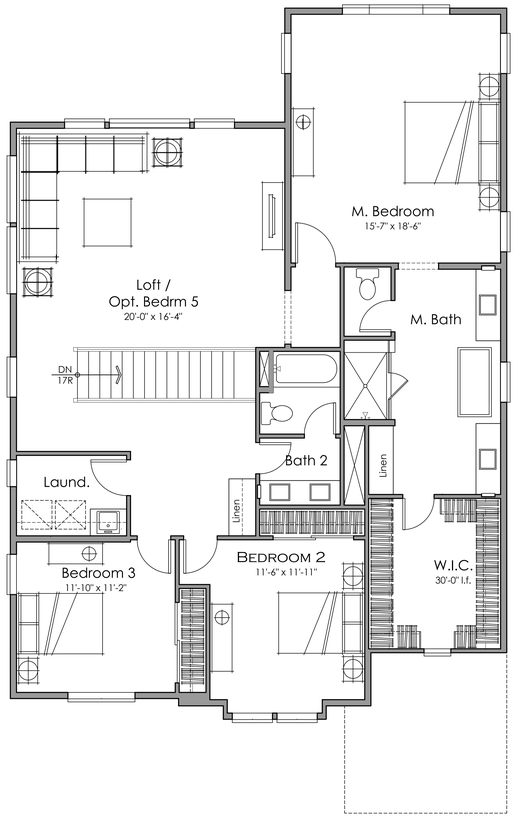
A2.1



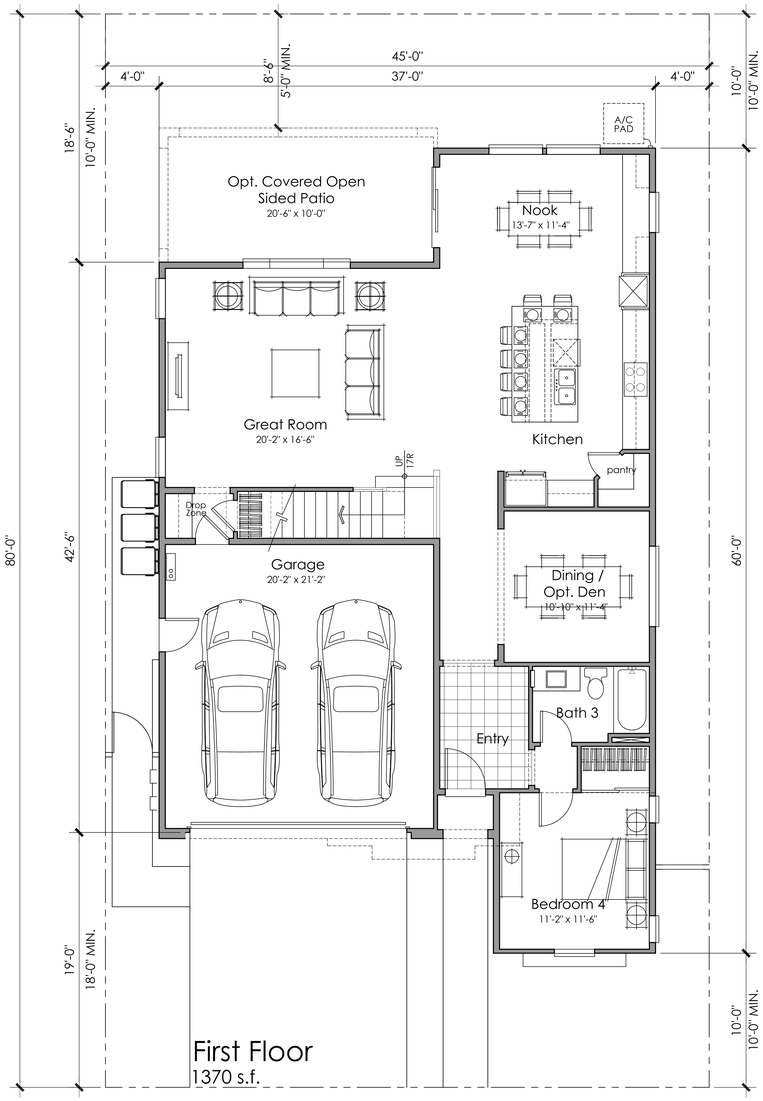

Opt. Bedroom 5 Suite




Opt. Den




## Second Floor
1673 s.f.




## First Floor
1370 s.f.

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**MOWRY VILLAGE 45X80 LOTS**
NEWARK, CA #2018-1115

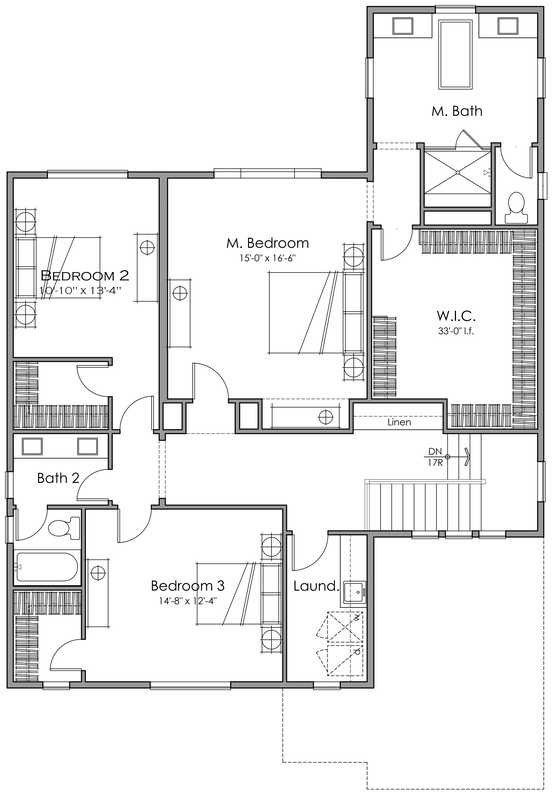
CONCEPTUAL PLANS
11-15-2019

0 2 4 8

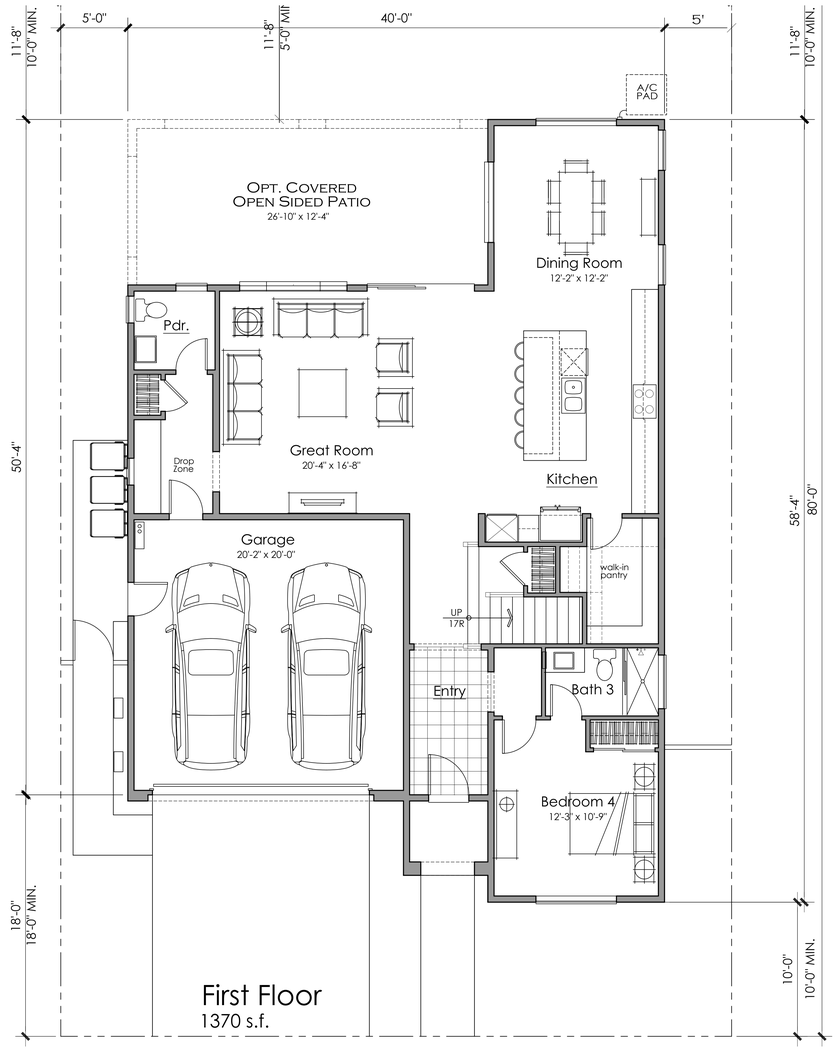
4 Bedrooms + Loft
Opt. Bedroom 5
3 Baths
3043 S.F.

PLAN 3
FLOOR PLAN

A3.1




## Second Floor
1533 s.f.




## First Floor
1370 s.f.


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**MOWRY VILLAGE 50X80 LOTS**
NEWARK, CA #2018-1115

CONCEPTUAL PLANS
11-15-2019

0 2 4 8

4 Bedrooms
3.5 Baths
2903 S.F.

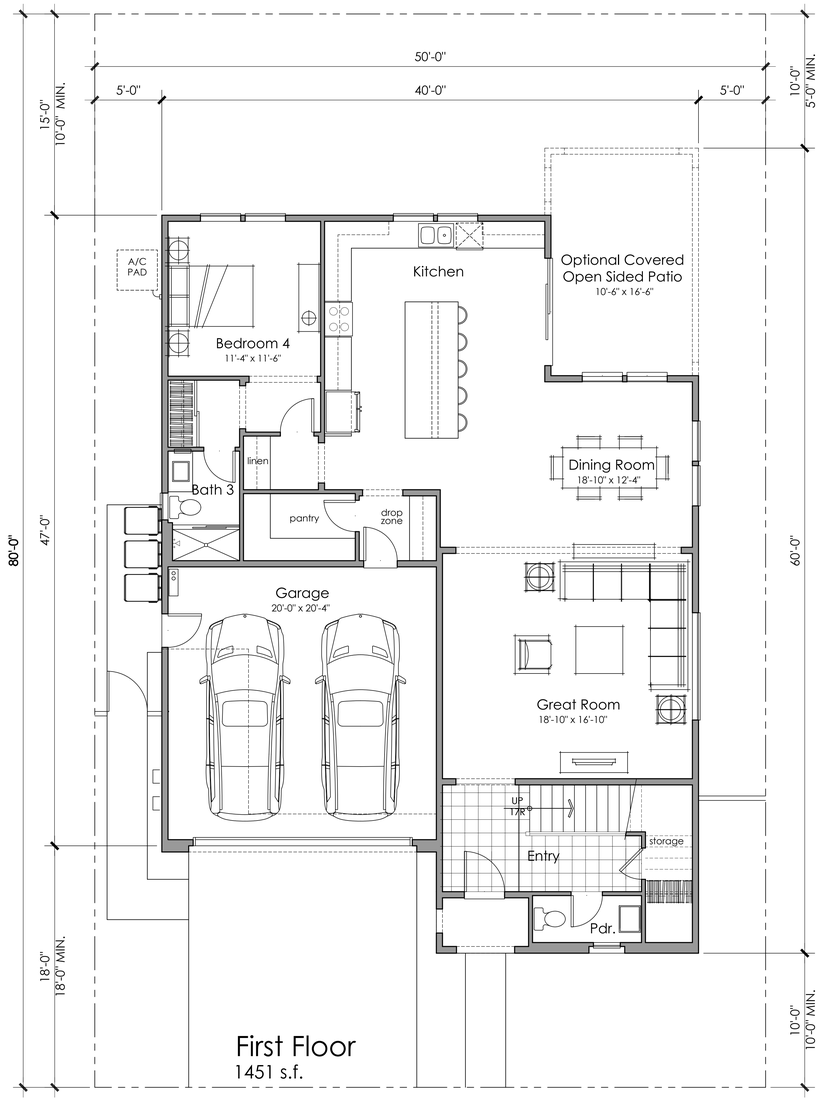
PLAN 1
FLOOR PLAN

A1.1




Opt. Bedroom 5

## Second Floor
1717 s.f.




## First Floor
1451 s.f.


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NEWARK, CA #2018-1115

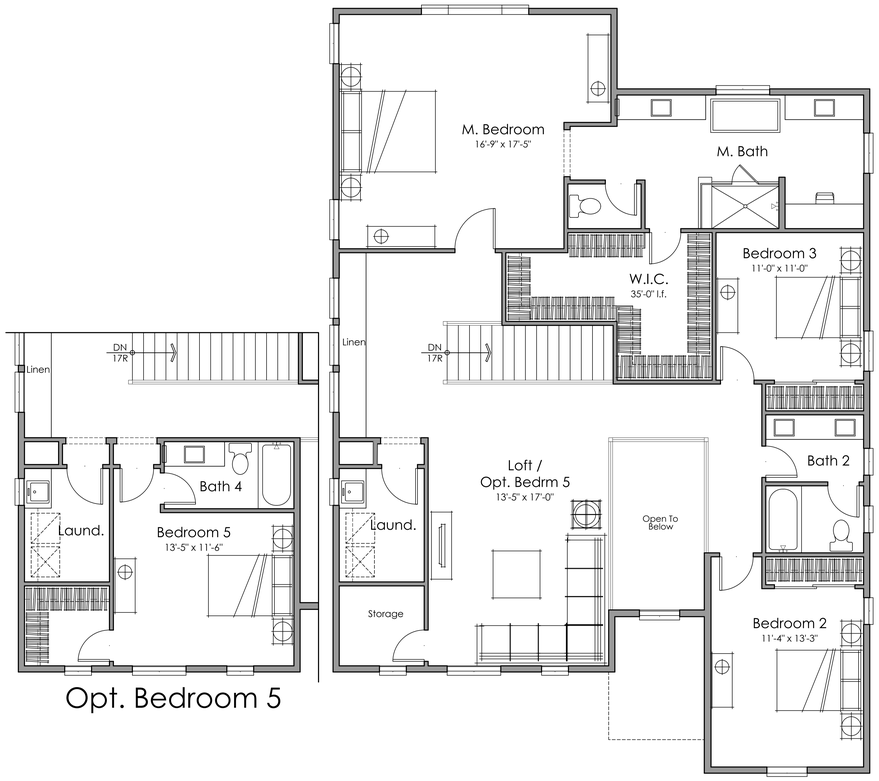
CONCEPTUAL PLANS
11-15-2019

0 2 4 8

4 Bedrooms + Loft
Opt. Bedroom 5
3.5 Baths
3168 S.F.

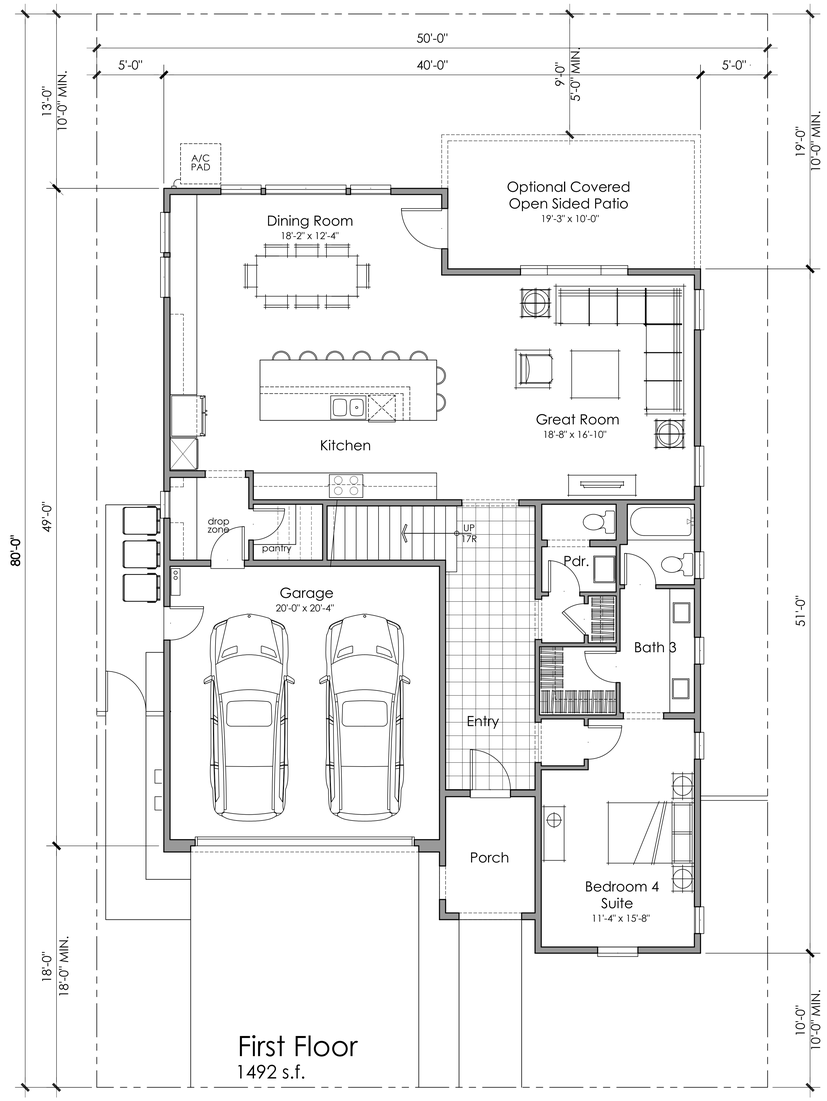
PLAN 2
FLOOR PLAN

A2.1




Opt. Bedroom 5

Second Floor
1812 s.f.




First Floor
1492 s.f.

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**MOWRY VILLAGE 50X80 LOTS**
NEWARK, CA #2018-1115

CONCEPTUAL PLANS
11-15-2019

0 2 4 8

4 Bedrooms + Loft
Opt. Bedroom 5 / Bath 4
3.5 Baths
3304 S.F.

PLAN 3
FLOOR PLAN

A3.1

# MOWRY VILLAGE APARTMENTS, NEWARK CA



INDEX:


A 0.1 - SHEET INDEX

A 1.0 - SITE PLAN

A 2.0 - BUILDING PLAN - LEVEL 1
A 2.1 - BUILDING PLAN - LEVEL 2
A 2.2 - BUILDING PLAN - LEVEL 3

A 3.0 - BUILDING ELEVATIONS
A 3.1 - BUILDING ELEVATIONS

A 5.0 - BUILDING SECTION

A 6.0 - BUILDING PERSPECTIVE
A 6.1 - BUILDING PERSPECTIVE

A 7.0 - UNIT PLANS



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**MOWRY VILLAGE APARTMENTS**
NEWARK, CA # 20230877

VISIONING
JUNE 03, 2025

SHHET INDEX

A0.1

## MOWRY AVENUE, NEWARK

**SUMMARY**

| | | |
|---|---|---|
| TOTAL NET ACREAGE | **±0.84** | AC |
| AFFORDABLE UNITS | **30** | DU |
| MANAGER'S UNIT | **1** | DU |
| TOTAL DU | **31** | DU |
| AFFORDABLE DENSITY | 35.7 | DU/AC |
| AFFORDABLE + MANAGER'S UNIT DENSITY | 36.9 | DU/AC |
| AMENITY | 2,570 | SF |
| PARKING STALLS | 30 | STALLS |

**UNIT MIX**

**Unit Description**

| Unit | | Description | NRSF | Total DU | Total % of Mix |
|---|---|---|---|---|---|
| 1 BED | P1-0 | JR 1Bd / 1Ba | 545 | 14 | 45.2% |
| 2 BED | P2-0 | 2Bd / 1Ba | 920 | 5 | 25.8% |
| | P2-1 | 2Bd / 1Ba | 930 | 3 | |
| 3 BED | P3-0 | 3Bd / 1Ba | 1143 | 5 | 25.8% |
| | P3-1 | 3Bd / 1Ba | 1210 | 3 | |
| **TOTAL AFFORDABLE UNITS** | | | | 30 | |
| 1 BED MANAGER'S UNIT | P1-0 | JR 1Bd / 1Ba | 545 | 1 | 3.2% |
| **TOTAL AFFORDABLE + MANAGER'S UNITS** | | | | 31 | 100.0% |

*NRSF: To outside face of stud + 1" air gap





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VISIONING
SEPTEMBER 23, 2025

0 10 20 40

SITE PLAN

A1.0




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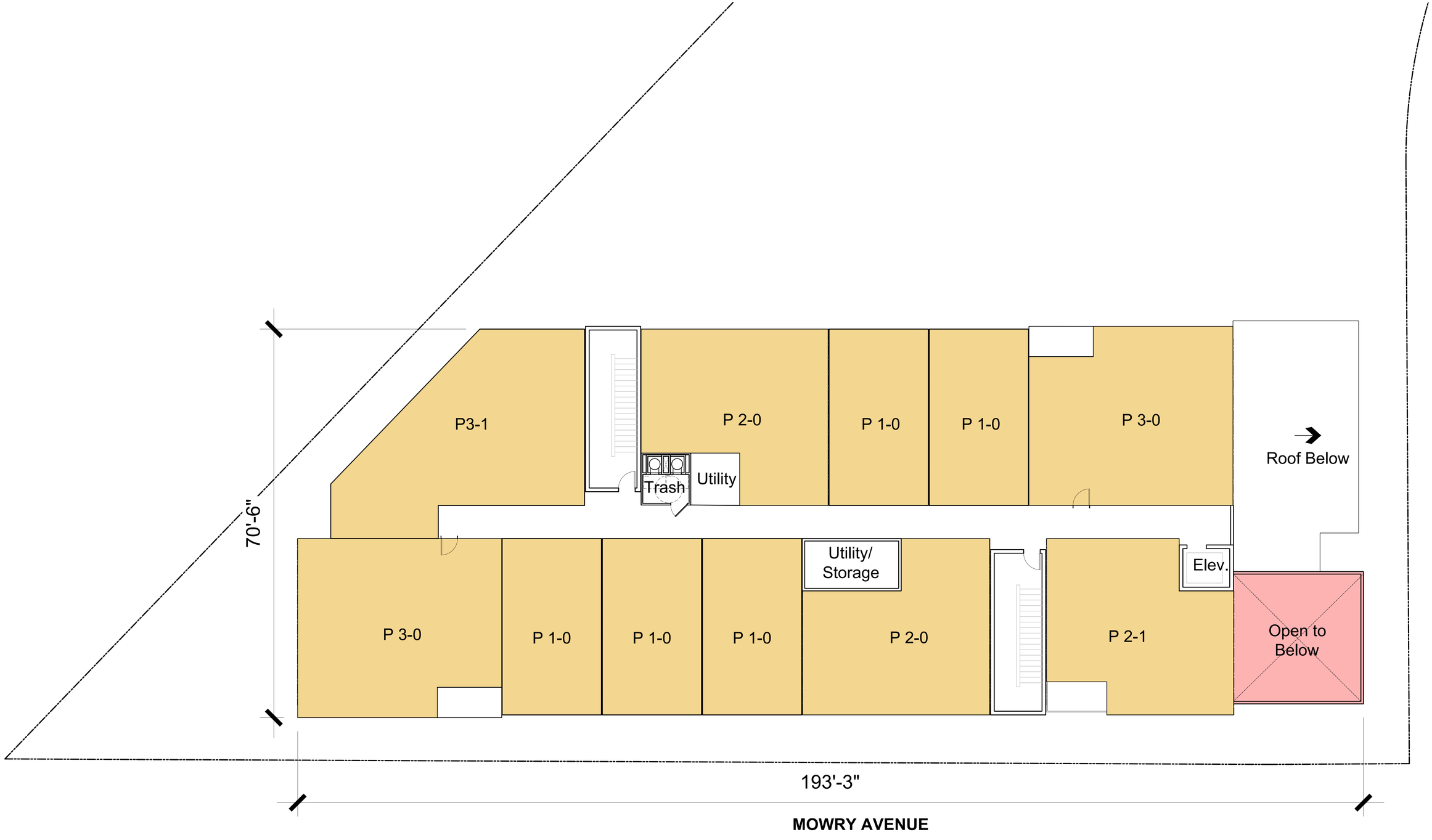
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NEWARK, CA # 20230877

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JUNE 03, 2025

0 4 8 16

BUILDING PLAN
LEVEL 1

A2.0




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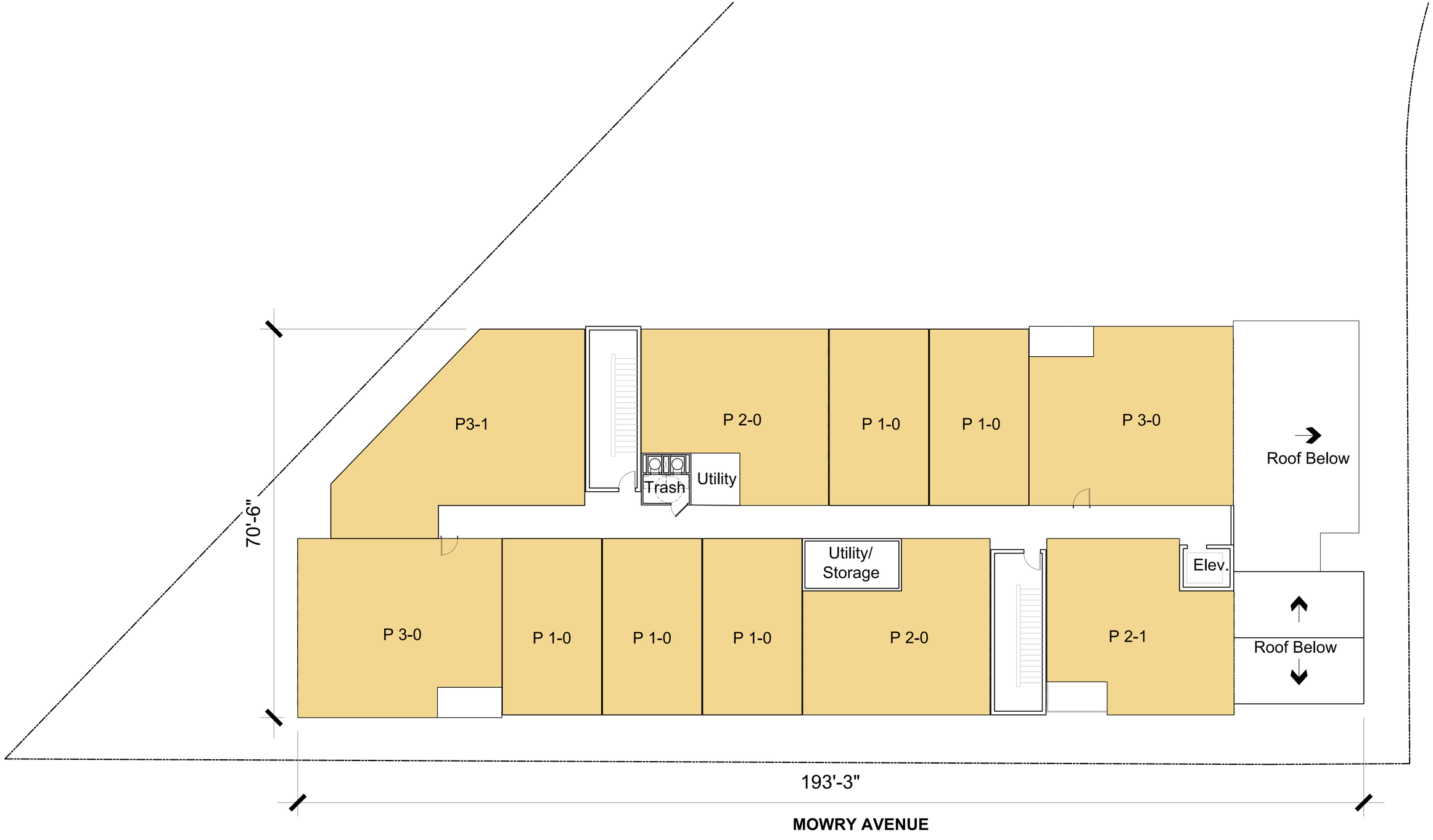
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BUILDING PLAN
LEVEL 2

A2.1




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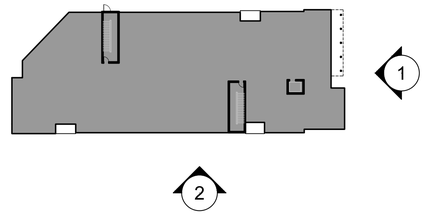
VISIONING
JUNE 03, 2025

0 4 8 16

BUILDING PLAN
LEVEL 3

A2.2




1. Right Elevation




2. Front Elevation

Material Legend:

1. Cementitious Lap Siding
2. Vinyl Window
3. Composite Railing
4. Cementitious Trim
5. Rafter Tails
6. Composite Roof

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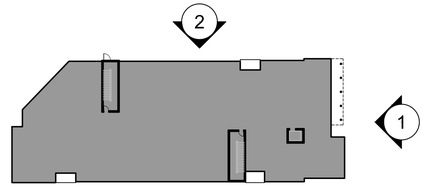
VISIONING
JUNE 03, 2025

0 4 8 16

BUILDING ELEVATIONS

A3.0




1. Right Elevation




2. Front Elevation

Material Legend:

1. Cementitious Lap Siding
2. Vinyl Window
3. Composite Railing
4. Cementitious Trim
5. Rafter Tails
6. Composite Roof

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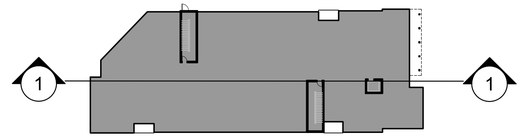
**MOWRY VILLAGE APARTMENTS**
NEWARK, CA # 20230877

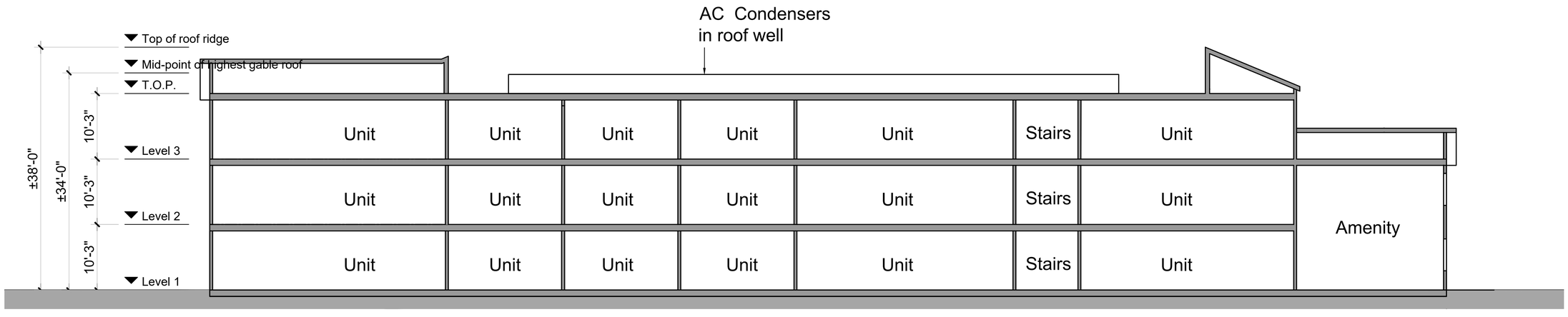
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0 4 8 16

BUILDING ELEVATIONS

A3.1




1. Section

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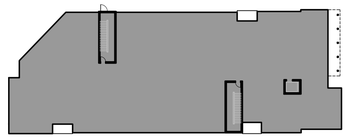
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NEWARK, CA # 20230877

VISIONING
JUNE 03, 2025

0 4 8 16

BUILDING SECTION

A4.0





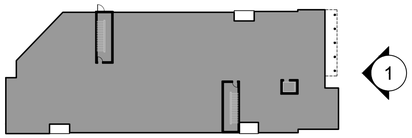

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**MOWRY VILLAGE APARTMENTS**
NEWARK, CA # 20230877

VISIONING
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BUILDING PERSPECTIVES
FRONT VIEW



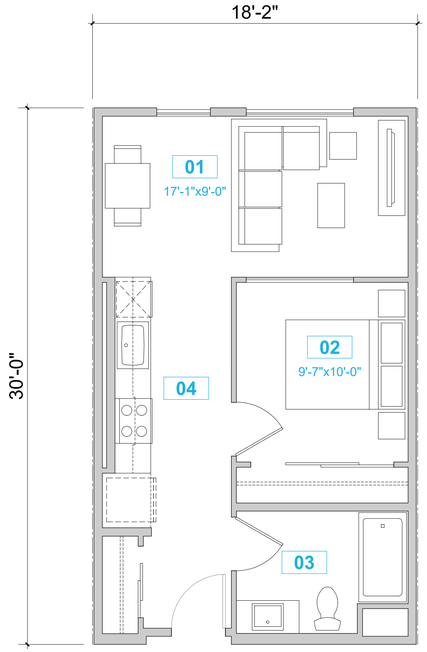

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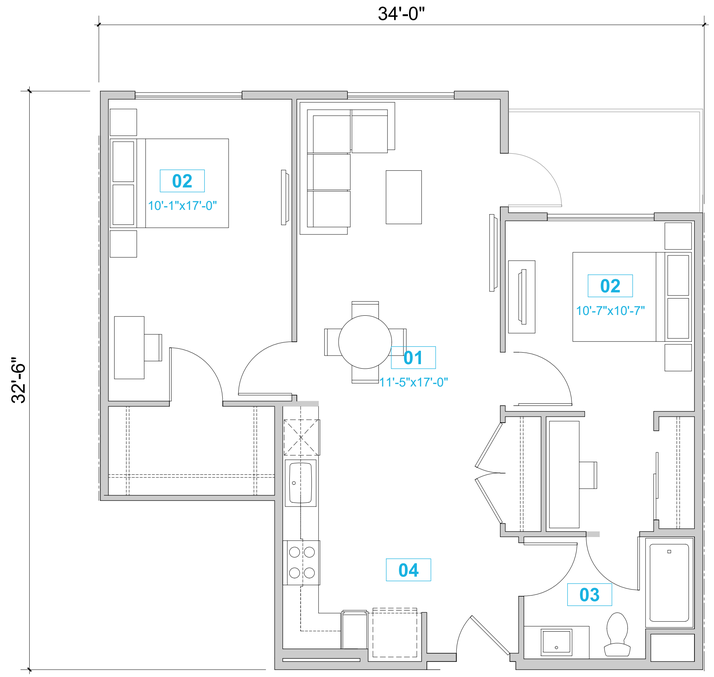
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JUNE 03, 2025

BUILDING PERSPECTIVES
AMENITY VIEW




# PLAN 1-0

1 BEDROOM
1 BATH




# PLAN 2-0

2 BEDROOM
1 BATH

## CALLOUT LEGEND

| | |
|---|---|
| 01 | GREAT ROOM |
| 02 | BEDROOM |
| 03 | BATHROOM |
| 04 | KITCHEN |
| 05 | BALCONY |

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JUNE 03, 2025

TYPICAL UNIT PLANS

CITY OF NEWARK
PARCEL 7
(4 ROS 23)

PARCEL 1
APN 537-0850-001-11

PARCEL 2
APN 537-0850-002

PARCEL 3
APN 537-0850-001-13

SINGH
APN 537-0850-001-12

CITY OF NEWARK
PARCEL 1
APN 537-0850-001-02

EXISTING TREE TO BE REMOVED

EXISTING TREES TO BE REMOVED

DRAIN INLET TO BE REMOVED

STEEL LID TO BE REMOVED

FENCE TO BE REMOVED

POLE SHEDS TO BE REMOVED

POLE SHED TO BE REMOVED

BUILDING TO BE REMOVED

GATE TO BE REMOVED

OVERHEAD WIRE & POLE TO BE REMOVED PER SEPARATE PG&E CONTRACT

ASPHALT TO BE REMOVED

BOLLARDS TO BE REMOVED

TRUCK SCALE TO BE REMOVED

29' ROADWAY AND UTILITY EASEMENT PER 2215 OR 179 (7) TO BE ABANDONED

29' ROADWAY AND UTILITY EASEMENT PER 1869 OR 534 (6) TO BE ABANDONED

70'-0" (SHARED) 30'-0" X 40'-0"

50' ACFC & WCD EASEMENT (TRUST OR)

ALAMEDA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

MOWRY AVENUE

CARGILL

EX R/W

20' EVA

EP

OVERHEAD WIRE TO BE UNDERGROUNDED PER SEPARATE PG&E CONTRACT

EXISTING RIGHT-OF-WAY

SEE BELOW

SEE ABOVE

CITY OF NEWARK
SILLIMAN CENTER

CITY OF NEWARK
PARCEL 7
(4 ROS 23)

U.P.R.R.

EBDA

MOWRY AVENUE

CARGILL

## LEGEND

- BOUNDARY LINE
- EASEMENT LINE
- ADJACENT LOT LINE
- APPROXIMATE FLOOD ZONE LIMIT
- OHW — OVERHEAD WIRES
- FENCE LINE
- NE — NORTHEAST
- NW — NORTHWEST
- SE — SOUTHEAST
- SW — SOUTHWEST
- PL — PROPERTY LINE
- POWER POLE
- STORM DRAIN MANHOLE
- POLE
- STORM DRAIN INLET
- LIMIT OF PROJECT WORK

## EXCEPTIONS AND EXCLUSIONS:

(#) INDICATES TITLE REPORT ITEM NUMBER

ITEMS (1) AND (5) REFER TO TAXES AND CANNOT BE PLOTTED.

ITEMS (2) THROUGH (4) HAVE BEEN INTENTIONALLY DELETED.

(6) AN EASEMENT FOR ROADWAY AND PUBLIC UTILITY AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 07, 1966 AS INSTRUMENT NO. AY126882 IN BOOK/REEL 1869, PAGE/IMAGE 534 OF OFFICIAL RECORDS. THIS ITEM IS PLOTTED HEREON. SEE DOCUMENT FOR FULL PARTICULARS. IN FAVOR OF: THE CITY OF FREMONT, A MUNICIPAL CORPORATION.

(7) AN EASEMENT FOR ROADWAY, PUBLIC UTILITY AND INCIDENTAL PURPOSES, RECORDED JULY 10, 1968 AS INSTRUMENT NO. BA-74949 IN BOOK/REEL 2215, PAGE/IMAGE 179 OF OFFICIAL RECORDS. THIS ITEM IS PLOTTED HEREON. SEE DOCUMENT FOR FULL PARTICULARS. IN FAVOR OF: CITY OF FREMONT.

(8) THE FACT THAT THE LAND LIES WITHIN THE BOUNDARIES OF THE NEWARK 2001 REDEVELOPMENT PROJECT AREA, AS DISCLOSED BY THE DOCUMENT RECORDED JULY 15, 2002 AS INSTRUMENT NO. 2002303101. DOCUMENT(S) DECLARING MODIFICAIONTS THEREOF RECORDED JULY 25, 2007 AS INSTRUMENT NO. 2007278727 OF OFFICIAL RECORDS. THIS ITEM CANNOT BE PLOTTED.

ITEMS (9) THROUGH (12) HAVE BEEN INTENTIONALLY DELETED.

ITEM (13) REFERS TO A CONTRACT OF SALE AND CANNOT BE PLOTTED.

# MOWRY VILLAGE TRACT 8517
# EXISTING SITE CONDITIONS
## VESTING TENTATIVE MAP

CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

0 50 100 150

DATE: AUGUST 13, 2025
JOB NO.: 2872-000

cbg CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON • (925) 866-0322
SACRAMENTO • (916) 375-1877
WWW.CBANDG.COM

SHEET NO.
TM-2
2 OF 33 SHEETS

8/1/2025 3:33 PM

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# MOWRY VILLAGE TRACT 8517

# PRELIMINARY LOTTING PLAN

## VESTING TENTATIVE MAP

CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

DATE: AUGUST 13, 2025
JOB NO.: 2872-000


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SACRAMENTO • (916) 375-1877
WWW.CBANDG.COM


SHEET NO.
TM-3
3 OF 33 SHEETS

| PARCEL SUMMARY | | | |
|---|---|---|---|
| PARCEL | DESCRIPTION | AREA (SF) | OWNER |
| A | PRIVATE STREET | 322,224 | HOA |
| B | PRIVATE STREET | 2,238 | HOA |
| C | OPEN SPACE | 64,788 | HOA |
| D | OPEN SPACE | 1,376 | HOA |
| E | OPEN SPACE | 1,466 | HOA |
| F | OPEN SPACE | 1,466 | HOA |
| G | OPEN SPACE | 1,954 | HOA |
| H | AFFORDABLE BUILDING | 36,539 | HOA |

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- PROPOSED LOT LINE
- PROPOSED TOP OF VERTICAL CURB
- PROPOSED TOP OF BEVELED CURB
- PROPOSED SIDEWALK
- PROPOSED LIP OF GUTTER
- PROPOSED EASEMENT
- 185 PROPOSED LOT NUMBER
- EXISTING PARCEL LINE
- EXISTING EASEMENT
- LIMIT OF PROJECT WORK

MODIFIED SIGHT TRIANGLE
SCALE: 1"=10'

ENTRANCE SIGHT TRIANGLE
SCALE: 1"=10'

COURT 1 SECTION (PRIVATE)
SCALE: 1"=10'

'B' STREET SECTION (PRIVATE)
SCALE: 1"=10'

'A' STREET, 'C' STREET, 'D' AVENUE, 'E' AVENUE, 'F' AVENUE, 'G' DRIVE' (PRIVATE )
SCALE: 1"=10'

MOWRY AVENUE (PUBLIC)
SCALE: 1"=10'

NOTE:
1. RIGHT OF WAY LOCATION VARIES ALONG CHANNEL ALIGNMENT

F:\2872-000\ACAD\TM\ALT AFFORDABLE\TM03.DWG
8/12/2025 3:34 PM

SECTION A — NOT TO SCALE

SECTION B — NOT TO SCALE

SECTION C — NOT TO SCALE

SECTION D — NOT TO SCALE




SECTION E — NOT TO SCALE

SECTION F — NOT TO SCALE

SECTION G — NOT TO SCALE




SECTION H — NOT TO SCALE

SECTION J — NOT TO SCALE



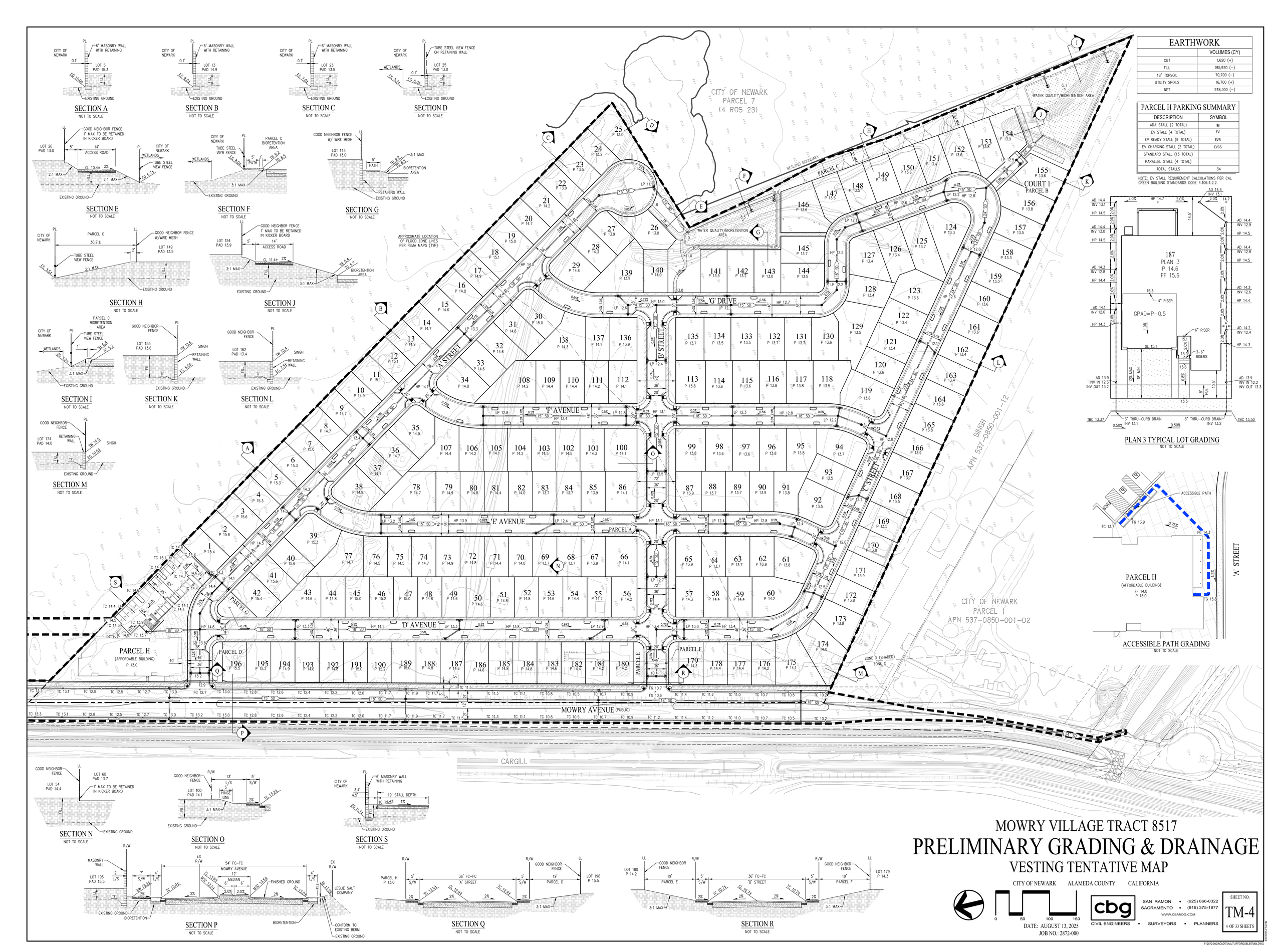

SECTION I — NOT TO SCALE

SECTION K — NOT TO SCALE

SECTION L — NOT TO SCALE




SECTION M — NOT TO SCALE




| EARTHWORK | |
|---|---|
| | VOLUMES (CY) |
| CUT | 1,620 (+) |
| FILL | 195,920 (−) |
| 18" TOPSOIL | 70,700 (−) |
| UTILITY SPOILS | 16,700 (+) |
| NET | 248,300 (−) |

| PARCEL H PARKING SUMMARY | |
|---|---|
| DESCRIPTION | SYMBOL |
| ADA STALL (2 TOTAL) | EV |
| EV STALL (4 TOTAL) | EV |
| EV READY STALL (9 TOTAL) | EVR |
| EV CHARGING STALL (2 TOTAL) | EVCS |
| STANDARD STALL (13 TOTAL) | |
| PARALLEL STALL (4 TOTAL) | |
| TOTAL STALLS | 34 |

NOTE: EV STALL REQUIREMENT CALCULATIONS PER CAL GREEN BUILDING STANDARDS CODE 4.106.4.2.2.




PLAN 3 TYPICAL LOT GRADING — NOT TO SCALE




ACCESSIBLE PATH GRADING — NOT TO SCALE




SECTION N — NOT TO SCALE




SECTION O — NOT TO SCALE




SECTION S — NOT TO SCALE




SECTION P — NOT TO SCALE




SECTION Q — NOT TO SCALE




SECTION R — NOT TO SCALE

# MOWRY VILLAGE TRACT 8517

# PRELIMINARY GRADING & DRAINAGE

## VESTING TENTATIVE MAP

CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

0 50 100 150

DATE: AUGUST 13, 2025
JOB NO.: 2872-000

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SHEET NO. TM-4
4 OF 33 SHEETS

F:\2872-000\ACAD\TM\ALT AFFORDABLE\TM04.DWG

SEE SHEET TM-5B

CITY OF NEWARK
PARCEL 7
(4 ROS 23)

WATER QUALITY/BIORETENTION AREA

N18°48'30"E 494.52'

N18°48'30"E 1479.75'

N69°04'18"W 171.42'

N69°04'18"W 1783.73'

N69°55'00"E 1184.14'

COURT 1

'A' STREET

'B' STREET

'C' STREET

'D' AVENUE

'E' AVENUE

'F' AVENUE

'G' DRIVE

SINGH
APN 537-0850-001-12

CITY OF NEWARK
PARCEL 1
APN 537-0850-001-02

30' PROPOSED WATERLINE EASEMENT

PARCEL H
(AFFORDABLE BUILDING)

29' ROADWAY & UTILITY EASEMENT PER 1869 OR 534

MOWRY AVENUE

SEE BELOW

CARGILL

SEE ABOVE

CITY OF NEWARK
SILLIMAN CENTER
APN 901-0110-013-03

U.P.R.R.

PROPOSED SANITARY SEWER LIFT STATION

BACKFLOW DEVICES TO BE SCREENED PER CITY REQUIREMENTS

AFFORDABLE BUILDING WATER SERVICES
NOT TO SCALE

## LEGEND

- SUBDIVISION BOUNDARY
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- FACE OF CURB
- LIP OF GUTTER
- LOT LINE
- EXISTING STORM DRAIN
- EXISTING SANITARY SEWER
- EXISTING WATER
- EXISTING OVERHEAD WIRE
- EXISTING FIELD INLET
- EXISTING CATCH BASIN
- PROPOSED WATER
- PROPOSED SEWER
- PROPOSED MANHOLE
- PROPOSED PUBLIC CATCH BASIN
- PROPOSED FIELD INLET
- PROPOSED STORM DRAIN
- PRELIMINARY JOINT TRENCH BOX
- PROPOSED TREES
- LIMIT OF PROJECT WORK

# MOWRY VILLAGE TRACT 8517

# PRELIMINARY UTILITY PLAN

## VESTING TENTATIVE MAP

CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

0 50 100 150

DATE: AUGUST 13, 2025
JOB NO.: 2872-000

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SHEET NO.
TM-5A
5 OF 33 SHEETS

F:\2872-000\ACAD\TM\ALT AFFORDABLE\TM05A.DWG

CITY OF NEWARK

OHLONE COMMUNITY COLLEGE DISTRICT
APN 901-0185-013-09

CITY OF NEWARK
SILLIMAN CENTER
APN 901-0110-013-03

SEE SHEET TM-5A

U.P.R.R.

MOWRY AVENUE

GATE TO BE RELOCATED BEHIND TRAIL

40' EXISTING EVA EASEMENT PER 2018-169200

20' PRIVATE ROADWAY EASEMENT (INSTRUMENT NO. 95-043378)

20' PRIVATE ROADWAY EASEMENT TO BE QUITCLAIMED (INSTRUMENT NO. 95-043378)

30' PROPOSED WATERLINE EASEMENT

CITY OF NEWARK
PARCEL 7
(4 ROS 23)

WETLAND BOUNDARY

20' PROPOSED WATERLINE EASEMENT

SEE BELOW

SEE SHEET TM-5A

SEE ABOVE

20' PROPOSED WATERLINE EASEMENT

40' EXISTING EVA EASEMENT PER 2018-169200

WETLAND BOUNDARY

U.P.R.R.

OHLONE COMMUNITY COLLEGE DISTRICT
APN 901-0185-013-09

EXISTING LINE D CHANNEL IMPROVEMENTS

ALAMEDA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

CITY OF NEWARK
PARCEL 7
(4 ROS 23)

EXISTING ACWD WATERLINE EASEMENT PER 2020287073

PROPOSED WATERLINES TO BE SUSPENDED ON EXISTING BRIDGE

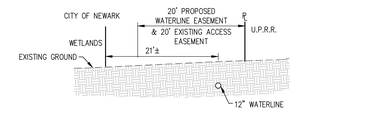
ALAMEDA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

SANCTUARY
TRACT 8270

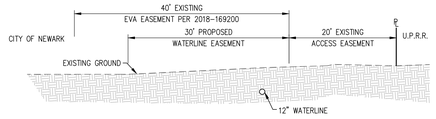
EXISTING ACWD WATERLINE EASEMENT PER 2024056924

SANCTUARY WEST
TRACT 8495

STEVENSON TECHNOLOGY PARK
APN 901-015-042-00




SECTION A-A
NOT TO SCALE




SECTION B-B
NOT TO SCALE

LEGEND

- SUBDIVISION BOUNDARY
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- FACE OF CURB
- LIP OF GUTTER
- LOT LINE
- EXISTING WATER
- EXISTING NON-POTABLE WATER
- PROPOSED WATER
- LIMIT OF PROJECT WORK
- PROPOSED WATER VALVE
- PROPOSED WATER BLOW OFF

# MOWRY VILLAGE TRACT 8517
# PRELIMINARY OFFSITE WATERLINE EXTENSION VESTING TENTATIVE MAP

CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

0 50 100 150

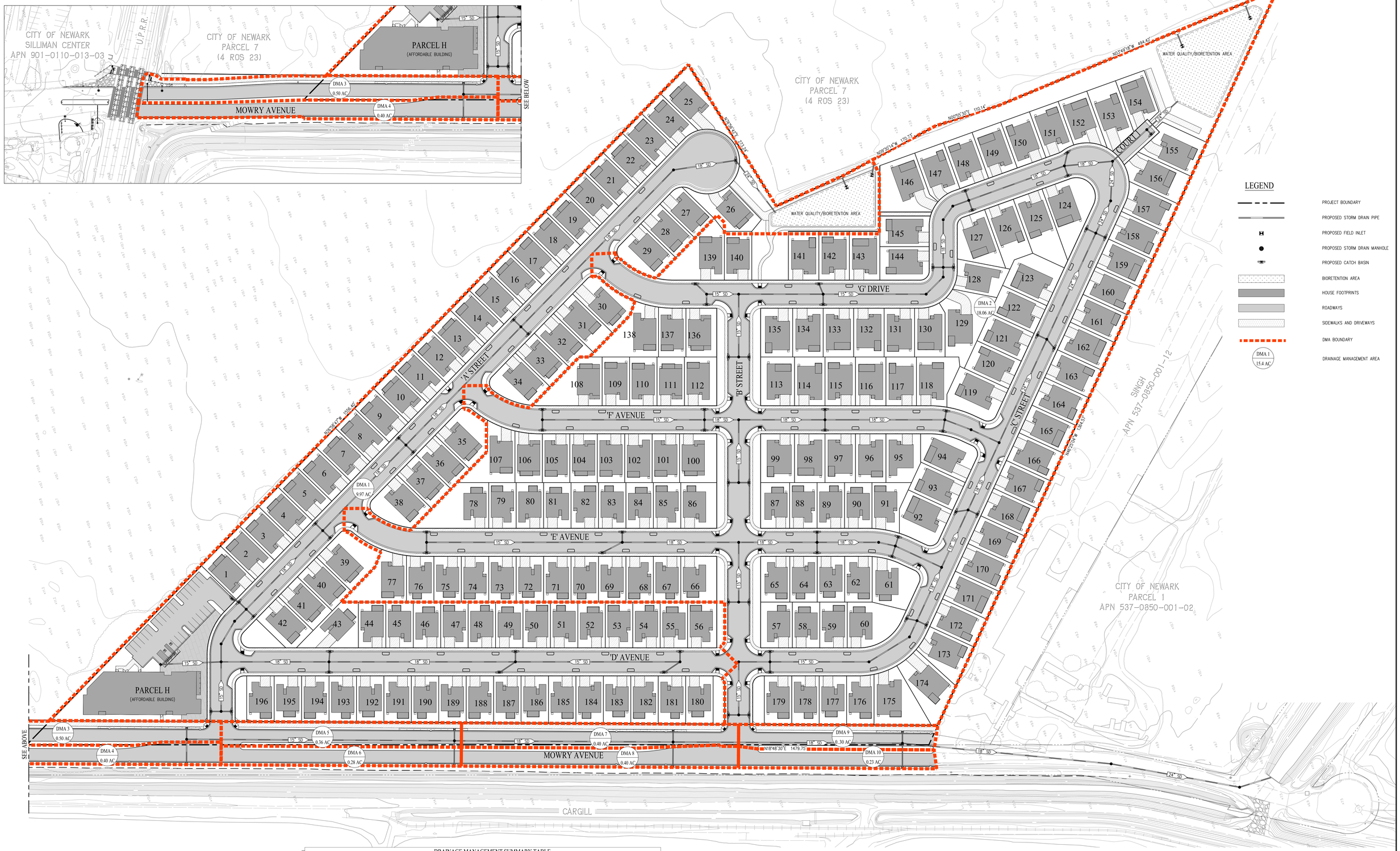
DATE: AUGUST 13, 2025
JOB NO.: 2872-000


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SHEET NO.
TM-5B
6 OF 33 SHEETS

8/12/2025 2:36 PM

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PRE PROJECT AND POST PROJECT COMPARISON

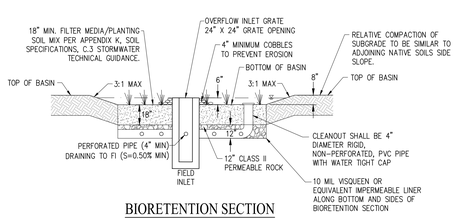
| | IMPERVIOUS (%) | PERVIOUS (%) | TOTAL (%) |
|---|---|---|---|
| PRE-PROJECT | 12.9 | 87.1 | 100 |
| POST-PROJECT | 64.9 | 35.1 | 100 |

DRAINAGE MANAGEMENT SUMMARY TABLE

| DRAINAGE MANAGEMENT AREA | TOTAL AREA (SF) | TOTAL IMPERVIOUS AREA (SF) | TOTAL PERVIOUS AREA (SF) | EFFECTIVE IMPERVIOUS AREA (SF) | 4% TREATMENT AREA(SF) | TREATMENT AREA BASED ON FLOW & VOLUME(SF) | 3% TREATMENT AREA(SF) | PROPOSED TREATMENT AREA(SF) |
|---|---|---|---|---|---|---|---|---|
| DMA 1 | 434,355 | 289,437 | 144,918 | 303,209 | 12,157 | 8,436 | 9,118 | 9,128 |
| DMA 2 | 786,592 | 494,765 | 291,827 | 523,948 | 20,958 | 14,543 | 15,718 | 15,730 |
| **TOTAL** | **1,220,947** | **784,202** | **436,745** | **827,157** | **33,115** | **22,979** | **24,836** | **24,858** |

OFFSITE DRAINAGE MANAGEMENT SUMMARY TABLE

| DRAINAGE MANAGEMENT AREA | TOTAL AREA (SF) | TOTAL IMPERVIOUS AREA (SF) | TOTAL PERVIOUS AREA (SF) | EFFECTIVE IMPERVIOUS AREA (SF) | 4% TREATMENT AREA(SF) | TREATMENT AREA BASED ON FLOW & VOLUME(SF) | 3% TREATMENT AREA(SF) | PROPOSED TREATMENT AREA(SF) |
|---|---|---|---|---|---|---|---|---|
| DMA 3 | 21,846 | 16,144 | 5,702 | 16,714 | 669 | 464 | 501 | 501 |
| DMA 4 | 17,461 | 13,828 | 3,633 | 14,191 | 568 | 394 | 426 | 426 |
| DMA 5 | 15,761 | 10,765 | 4,996 | 11,265 | 451 | 313 | 338 | 338 |
| DMA 6 | 12,210 | 8,660 | 3,550 | 9,015 | 361 | 250 | 270 | 270 |
| DMA 7 | 17,642 | 12,240 | 5,402 | 12,780 | 511 | 355 | 383 | 383 |
| DMA 8 | 14,636 | 10,969 | 3,667 | 11,336 | 453 | 315 | 340 | 340 |
| DMA 9 | 12,888 | 8,778 | 4,110 | 9,189 | 368 | 255 | 276 | 276 |
| DMA 10 | 10,076 | 7,223 | 2,853 | 7,508 | 300 | 208 | 225 | 225 |
| **TOTAL** | **122,520** | **88,607** | **33,913** | **91,998** | **3,681** | **2,554** | **2,759** | **2,759** |




BIORETENTION SECTION

NOT TO SCALE

# MOWRY VILLAGE TRACT 8517
# PRELIMINARY STORMWATER CONTROL PLAN
# VESTING TENTATIVE MAP

CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

0 50 100 150

DATE: AUGUST 13, 2025

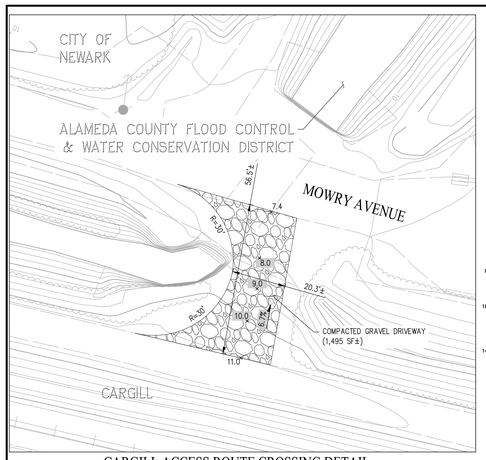
JOB NO.: 2872-000

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SHEET NO. TM-6 7 OF 33 SHEETS

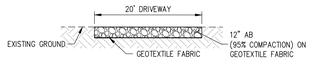
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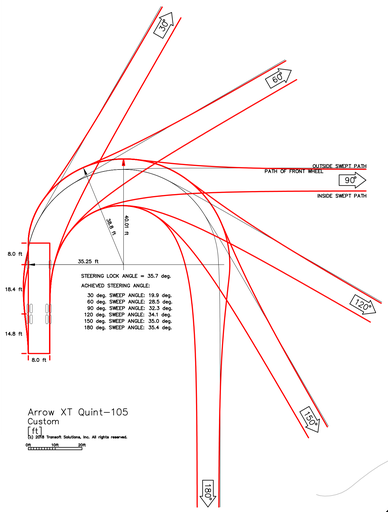

CARGILL ACCESS ROUTE CROSSING DETAIL

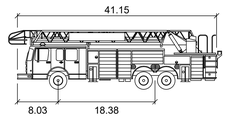
SCALE: 1" = 20'




GRAVEL DRIVEWAY SECTION

NOT TO SCALE




Arrow XT Quint-105

| | feet |
|---|---|
| Width | : 8.00 |
| Track | : 9.06 |
| Lock to Lock Time | : 4.0 |
| Steering Angle | : 35.7 |

CITY OF NEWARK
PARCEL 7
(4 ROS 23)

NO STOPPING FIRE LANE R26F(CA)

WATER QUALITY/ BIORETENTION AREA

COURT 1
PARCEL B

PARCEL C

'G' DRIVE

'F' AVENUE

'A' STREET

'B' STREET

'C' STREET

'E' AVENUE

PARCEL A

PARCEL G

'D' AVENUE

PARCEL H
(AFFORDABLE BUILDING)

PARCEL D

PARCEL E

PARCEL F

MOWRY AVENUE

N18°48'30"E 1479.75'

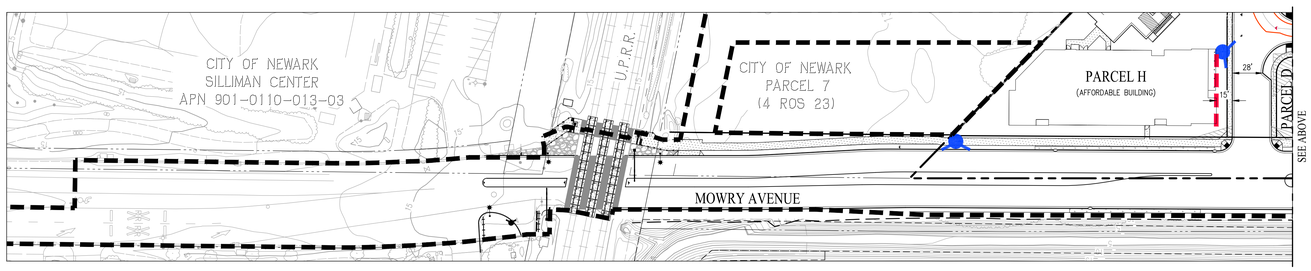
SINGH
APN 537-0850-001-12

CITY OF NEWARK
PARCEL 1
APN 537-0850-001-02

SEE THIS SHEET FOR CARGILL ACCESS ROUTE DETAIL AND GRAVEL DRIVEWAY SECTION

SEE BELOW

CARGILL




LEGEND

- ALAMEDA COUNTY FIRE TRUCK TURN TEMPLATE FOR THE CITY OF NEWARK (ARROW XT QUINT 105)
- PROPOSED FIRE HYDRANT
- PARKING STALL
- FIRE APPARATUS ACCESS ROAD
- NO PARKING(FIRE LANE) SIGN
- LIMIT OF PROJECT WORK
- FIRE APPARATUS ACCESS

# MOWRY VILLAGE TRACT 8517

# FIRE ACCESS PLAN

## VESTING TENTATIVE MAP

CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

0 50 100 150

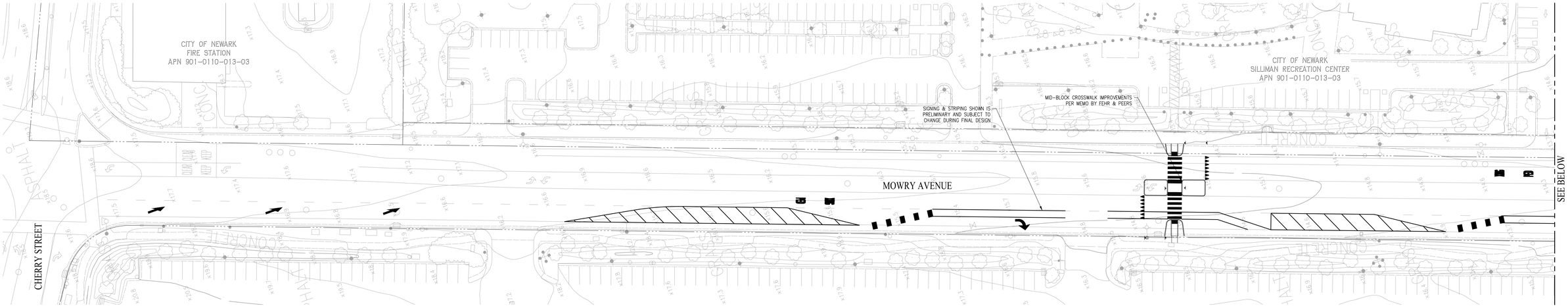
DATE: AUGUST 13, 2025
JOB NO.: 2872-000

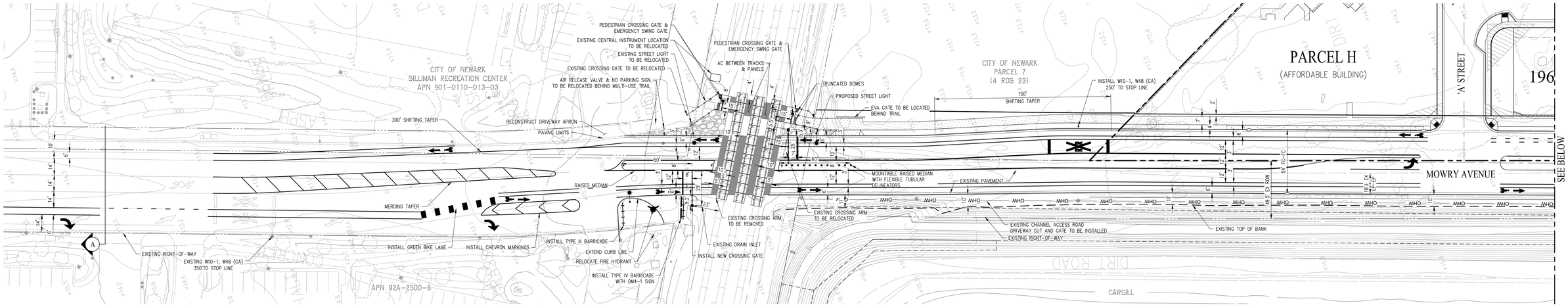
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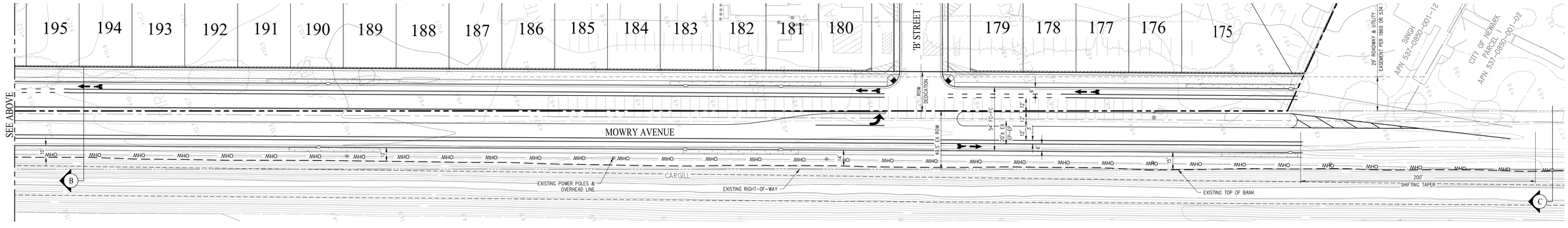
SHEET NO.
TM-7
8 OF 33 SHEETS

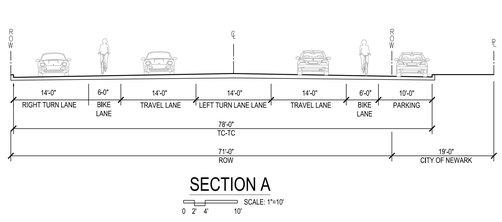
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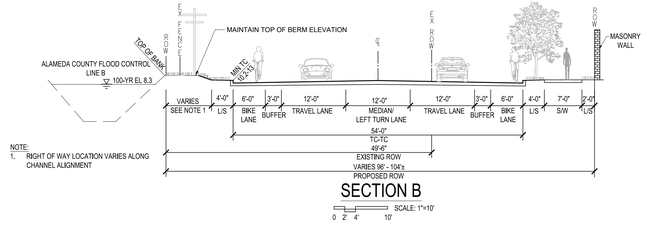
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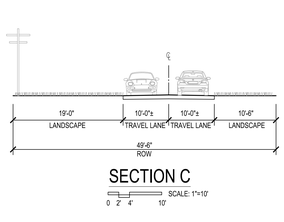



## ROADWAY TRANSITION CALCULATIONS

NORTH OF UPRR TRACKS

DESIGN SPEED ASSUMPTION: 35 MPH

# MOWRY VILLAGE TRACT 8517

# MOWRY AVENUE PLAN LINE

## VESTING TENTATIVE MAP

CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

0 30 60 90

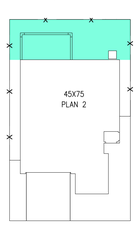
DATE: AUGUST 13, 2025
JOB NO.: 2872-000

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SHEET NO.
TM-8
9 OF 33 SHEETS

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TYPICAL PRIVATE OPEN SPACE
NOT TO SCALE

| PRIVATE OPEN SPACE SUMMARY | | |
|---|---|---|
| DESCRIPTION | REQUIRED | PROVIDED |
| TOTAL PRIVATE OPEN SPACE: REQUIRED: 196 LOTS X 200 SF | 39,200 SF± (0.89 AC±) | 165,801 SF± (3.81 AC±) |

| COMMON OPEN SPACE SUMMARY | | |
|---|---|---|
| PARCEL | DESCRIPTION | AREA (SF±) |
| A | OPEN SPACE | 11,514 |
| C | OPEN SPACE/BIORETENTION | 21,624 |
| D | OPEN SPACE | 1,376 |
| E | OPEN SPACE | 1,466 |
| F | OPEN SPACE | 1,466 |
| G | OPEN SPACE | 1,954 |
| H | AFFORDABLE BUILDING | 8,230 |
| | **COMMON OPEN SPACE PROVIDED:** | **47,630 (1.09 AC±)** |

| OPEN SPACE SUMMARY | | | | |
|---|---|---|---|---|
| DESCRIPTION | | | REQUIRED | PROVIDED |
| SINGLE FAMILY RESIDENCE | (COMMON) | 196 LOTS X 200 SF = 39,200 SF± (0.89 AC±) | 39,400 SF± (0.90 AC±) | |
| | (PRIVATE) | 196 LOTS X 200 SF = 39,200 SF± (0.89 AC±) | 165,801 SF± (3.81 AC±) | |
| AFFORDABLE BUILDING* | (COMMON) | 30 UNITS X 200 SF = 6,000 SF± (0.14 AC±) | 8,230 SF± (0.19 AC±) | |
| **TOTAL OPEN SPACE:** | | | **84,400 SF± (1.94 AC±)** | **213,431 SF± (4.90 AC±)** |

NOTE:
*AFFORDABLE BUILDING OPEN SPACE IS PROPOSED TO MEET THE RH ZONING STANDARD OF 200 SF PER UNIT PER SECTION 17.07.030D OF THE NEWARK MUNICIPAL CODE(NMC), AS THE RS DISTRICT HAS NO REQUIRED OPEN SPACE. NMC 17.07.030D(2a) REQUIRES A MINIMUM FIFTY PERCENT OF OPEN SPACE TO BE PROVIDED AS COMMON OPEN SPACE. THE AFFORDABLE BUILDING OPEN SPACE MEETS 200 SF PER UNIT SOLELY USING COMMON OPEN SPACE.

LEGEND:
- SUBDIVISION BOUNDARY
- RIGHT OF WAY
- LOT LINE
- COMMON OPEN SPACE AREAS
- PRIVATE OPEN SPACE AREAS AT REAR YARD

# MOWRY VILLAGE TRACT 8517
# OPEN SPACE AREAS
## VESTING TENTATIVE MAP

CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

0 50 100 150

DATE: AUGUST 13, 2025
JOB NO.: 2872-000

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TM-9
10 OF 33 SHEETS

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EXHIBIT 6

# AFFORDABLE HOUSING OBLIGATION SATISFACTION AGREEMENT FOR THE MOWRY VILLAGE PROJECT

THIS AFFORDABLE HOUSING OBLIGATION SATISFACTION AGREEMENT FOR THE MOWRY VILLAGE PROJECT ("**Agreement**") is made as of the **Effective Date** (as defined hereinbelow) by and between the **CITY OF NEWARK**, a California municipal corporation (the "**City**"), on the one hand, and **THE MOWRY PROJECT OWNER, LLC**, a Delaware limited liability company ("**Developer**"), on the other hand**.**

## RECITALS

A. Newark Municipal Code ("**NMC**") Chapter 17.18 requires that developers of residential housing units pay a housing impact fee to contribute to the supply of housing for households with very low, low, and moderate incomes (the "**Housing Impact Fee**") unless an alternative means of compliance is approved in the discretion of the City Council.

B. NMC Section 17.18.050 allows a developer to provide affordable units as an alternative means of compliance to paying the Housing Impact Fee, provided that the proposed alternative means of compliance is reviewed by the Planning Commission and approved by the City Council in accordance with the procedures set forth in Section 17.18.050.

C. Developer is currently applying for entitlements for approximately twenty-nine and 2/10ths (29.2) acres of real property in the City of Newark, County of Alameda, State of California, more particularly described in the legal description attached hereto as **Exhibit A** and incorporated herein by this reference (the "**Mowry Village Property**"). Developer proposes to develop the Mowry Village Property with approximately 196 market rate dwelling units, and a multifamily affordable housing development containing no fewer than 30 affordable units and 1 manager's unit (together, the "**Mowry Village Project**"). Developer intends to cause the development of the multifamily affordable housing development ("**Affordable Housing Development"**) at its own cost and expense on a portion of the Mowry Village Property. Developer shall then contract with a qualified affordable housing management company, approved by City Manager, to act as the property manager for the Affordable Housing Development ("**Affordable Housing Manager**").

D. In connection with the application for entitlements for the Mowry Village Project, Developer has applied for a density bonus and certain other incentives, concessions and development standard modifications pursuant to NMC Section 17.19 and Government Code Section 65915.

E. This Agreement is entered into for the purpose of establishing the appropriate amount of affordable housing to be provided by the Mowry Village Project, and shall constitute the affordable housing program for the Mowry Village Project. This Agreement is intended to satisfy the requirement for a binding and recorded document for alternative means of compliance pursuant to NMC Section 17.18.050(B)(1), and the requirement for a Density Bonus Housing Agreement pursuant to NMC Section 19.19.060.

F. Pursuant to NMC Section 17.18.050(E), the City Council has determined that an alternative means of causing the development and operation of a multifamily housing development containing 30 affordable housing units, consisting of 10 Very Low and 20 Lower-Income Units, better addresses the City's needs than payment of the Housing Impact Fee, in that it produces actual affordable units and includes it within a larger market rate project, thus not unduly concentrating affordable housing in one geographic area.

NOW, THEREFORE, in consideration of the foregoing recitals which are hereby incorporated into the operative provisions of this Agreement by this reference and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and the Developer agree as follows:

1. **Definitions**.

1.1 "**Affordable Dwelling Unit**" shall mean each of the dwelling units required to satisfy the Affordable Housing Obligation.

1.2 "**Affordable Housing Declaration**" shall mean an Affordable Housing Declaration of Covenants and Restrictions to ensure the continued availability of Affordable Housing Development for a term of 55 years consistent with the affordability levels set forth in the Affordable Housing Obligation and shall be substantially in the form attached hereto as **Exhibit C**.

1.3 "**Affordable Housing Manager**" shall mean the entity selected by Developer, subject to the reasonable approval of the City Manager, which shall serve as the property manager of the Affordable Housing Development.

1.4 **"Affordable Housing Obligation"** shall mean the obligation to construct the following Affordable Housing Development to satisfy the affordable housing need created by the Mowry Village Project set forth below:

| | **Units** |
|---|---|
| **Very Low-Income Household (30-50% AMI)** | 10 |
| **Low Income Household (50-80% AMI)** | 20 |
| **Manager Unit (Unrestricted)** | 1 |
| **Total** | **31** |

Developer shall provide a mix of one, two and three bedroom Affordable Dwelling Units. The unit mix, services, and development program for the Affordable Housing Development shall meet the standards of the Large Family housing type project defined in Sections 10300 through 10337 of California Code of Regulations, Title 4, Division 17, Chapter 1 (even if this regulation does not apply by law to the Affordable Housing Development). However, the City Manager may approve, in his or her reasonable discretion, an alternative unit mix as necessary to maximize access to financing and meet community needs.

1.5 "**Affordable Housing Site**" shall mean the portion of the Mowry Village Property as depicted on **Exhibit D** attached hereto and incorporated herein by this reference. The Affordable Housing Site may be reasonably relocated by the Developer on the Mowry Village Property, and sized as necessary to accommodate the actual number of Affordable Dwelling Units required hereunder, with the approval of the City. The City, acting in its governmental capacity as the regulatory agency, shall have all rights to review and approve or disapprove any request for relocation of the Affordable Housing Site in accordance with the NMC, and shall maintain the same discretion over such matters as it has with respect to any other development applications submitted to City. The final boundaries of the Affordable Housing Site will be determined by an approved lot line adjustment or final map, as the case may be, for the Mowry Village Project, and upon recordation of the lot line adjustment or final map the Affordable Housing Site shall be deemed to be revised to conform to the adjusted lot or final map.

1.6 "**Area Median Income"** or **"AMI"** shall mean the area median income for the County of Alameda ("**County**") as published annually by the California Department of Housing and Community Development, and determined in accordance with the U.S. Department of Housing and Urban Development criteria then in effect and published from time to time. For purposes of this Agreement, the qualifying limits shall be those limits for the County, as set forth in Title 25, California Code of Regulations, section 6932, as that section may be amended, modified or recodified from time to time. If the California Code of Regulations is amended or modified during the term of this Agreement so that such regulations do not specify the area median income for the County, the City and Developer shall negotiate in good faith to determine an equivalent authoritative source which determines median income for the County.

1.7 "**Effective Date**" shall mean, after execution by the parties, the earlier of the date (i) Developer acquires fee title to the Mowry Village Property, or (ii) the date the final map for the Mowry Village Property, or any portion thereof in the case of a phased final map, is recorded. Developer shall provide notice of the acquisition of the Mowry Village Property within five (5) business days of acquiring fee title. The parties acknowledge execution of this Agreement shall be included as a condition of approval of the final map.

2. **Term of Agreement**. This Agreement shall become operative and commence upon the Effective Date and remain in effect until a Termination Event has occurred. Upon the expiration or termination of the term, this Agreement shall be deemed terminated, and have no further force and effect. "**Termination Event"** shall be defined as the completion, as evidenced by the issuance of a certificate of occupancy or equivalent, of the Affordable Housing Development containing Affordable Dwelling Units in a number equal to or greater than the Affordable Housing Obligation. The Term may be extended at the discretion of the City Manager upon the City Manager's finding that sufficient progress has been made by the Developer in achieving Performance Milestones. A Termination Event shall not terminate the Affordable Housing Regulatory Agreement.

3. **Satisfaction of Affordable Housing Obligation Under City's Affordable Housing Program**. In-full satisfaction of the requirement to pay affordable housing impact fees as set forth in NMC Chapter 17.18, Developer shall satisfy one hundred percent (100%) of the Affordable Housing Obligation for the Mowry Village Project by the performance of all of its

obligations under this Agreement, by the times set forth in the Performance Milestones, including without limitation the following:

(a) Causing, at Developer's sole expense and at no cost to City, construction of a multifamily housing project containing no less than thirty (30) Affordable Dwelling Units and a manager's unit on the Affordable Housing Site (the "**Affordable Housing Development**"), which is situated upon the Mowry Village Property, and making those Affordable Dwelling Units available for occupancy by persons or households meeting the criteria of the Affordable Housing Regulatory Agreement. Developer's general contractor or another person or entity reasonably acceptable to the City shall provide a completion guaranty for the completion of construction of the Affordable Housing Development, in a form acceptable to the City Attorney.

(b) Recording the Affordable Housing Declaration in accordance with Section 10 hereof and causing the recordation of the Affordable Housing Regulatory Agreement in accordance with Section 4 hereof.

(c) Contracting with the Affordable Housing Manager to lease and operate the Affordable Housing Development in compliance with the Affordable Housing Regulatory Agreement.

4. **Recordation of Affordable Housing Regulatory Agreement.** Developer shall execute and record against the Affordable Housing Site the Affordable Housing Regulatory Agreement (the **"Affordable Housing Regulatory Agreement"**) requiring the Affordable Housing Development to provide no less than thirty (30) Affordable Dwelling Units and one (1) manager's unit, and restricting the use and development of the Affordable Housing Site to such use, in substantially the form attached hereto as **Exhibit F**. The Affordable Housing Regulatory Agreement shall be executed and recorded concurrently with the closing of construction financing for the Affordable Housing Development and prior to commencement of construction of the Affordable Housing Development.

5. **Performance Milestones**. Developer shall use good faith and commercially reasonable efforts to perform all obligations under this Agreement within the times set forth in the Performance Milestones set forth on **Exhibit E**, as they may be extended by Section 15.8 or such other later date as agreed to in writing by the City Manager.

6. **Selection of Qualified Affordable Housing Manager**. Developer shall provide City with the identity and qualifications of the proposed Affordable Housing Manager prior to commencement of construction of the Affordable Housing Development. The City Community Development Director shall have thirty (30) days from receipt of such information to reasonably approve or disapprove the proposed Affordable Housing Manager. Developer shall have the right, in its sole and absolute discretion, to propose the replacement of the Affordable Housing Manager, subject to the reasonable approval of the Community Development Director, as provided in the Affordable Housing Regulatory Agreement.

7. **Transfer of Affordable Housing Site.** Developer may, but is not obligated to, transfer the Affordable Housing Site to the approved Affordable Housing Manager or another qualified affordable housing operator/owner, such as USA Properties Fund or Jamboree Housing

Corporation. If a transfer is proposed after completion of the construction of the Affordable Housing Development, the transfer shall be subject to the approval of the City Manager pursuant to the Affordable Housing Regulatory Agreement, which shall not be unreasonably delayed, conditioned or withheld.

8. **Financing Plan**. Developer has submitted a preliminary financing plan to the City which sets forth the Developer's proposed plan for financing construction and development of the proposed Affordable Housing Development ("**Preliminary Financing Plan**"). The Preliminary Financing Plan is attached hereto as **Exhibit B.** Developer shall perform all of its obligations pursuant to the approved Financing Plan. Developer may from time to time propose revisions to the Preliminary Financing Plan, subject to the approval of the City Manager.

9. **Construction Deadline**. Developer shall commence construction of the Affordable Housing Development by the earlier to occur of (i) the issuance of the 75th building permit for market rate homes within the Mowry Village Project, or (ii) **July 30, 2031,** as such time may be extended b**y** Section 15.8 or such other later date as agreed to in writing by the City Manager. Developer shall cause the Affordable Housing Development to be complete, as evidenced by receipt of a final certificate of occupancy or equivalent, by two years after the commencement of construction of the Affordable Housing Development, or (ii) **July 30, 2033,** as such time may be extended b**y** Section 15.8 or such other later date as agreed to in writing by the City Manager.

10. **Recordation of Affordable Housing Declaration**. Within five (5) business days of the Effective Date, Developer shall cause to be recorded against the Affordable Housing Site a restrictive covenant reciting the obligation to provide no less than thirty (30) Affordable Dwelling Units and one (1) manager's unit in substantially the form attached hereto as **Exhibit C**, and restricting the use and development of the Affordable Housing Site to such use (the "**Affordable Housing Declaration").** Upon recordation of a lot line adjustment or a final map modifying the boundaries of the Affordable Housing Site, the parties shall record an amendment to the Affordable Housing Declaration referencing the modified Affordable Housing Site parcel, if necessary. The Affordable Housing Declaration shall be superseded by and of no further force and effect upon the recordation of the Affordable Housing Regulatory Agreement.

11. **Agreements Against Encumbrances on the Affordable Housing Site.** Except as provided above, at all times prior to the Termination Date, the Affordable Housing Site shall be maintained in good and clean condition and free of monetary liens, encumbrances, or other charges except (i) for any security instruments securing a loan made by a bona fide third-party lender to Developer to finance acquisition, construction, development and/or operation of the Mowry Village Property including the Affordable Housing Site, which security instrument will be released from the Affordable Housing Site upon or prior to a sale or transfer of the Affordable Housing Site pursuant to Section 7 hereof; (ii) regulatory agreements related to the financing, acquisition, construction, development and/or operation of the Affordable Housing Development, or (iii) other items as may be approved in advance, in writing, by the City, signed by its City Manager. In the event of an unapproved monetary encumbrance or impairment of the Affordable Housing Site as security for performance of this Agreement, the City in its discretion may give notice requiring the Developer to immediately meet and confer to arrange for timely corrective action or acceptable alternative security. In the event such efforts do not resolve the situation, the City may invoke any

necessary remedy to cause Developer to remove the unauthorized encumbrance or impairment, and Developer shall be responsible for reimbursing City for all of the costs relating thereto.

12. **Deposit of Housing Impact Fee.** The City and Developer agree it is in the best interests of the City and its residents to cause the construction of the Affordable Housing Development upon the Affordable Housing Site. Nonetheless, in the event that the Affordable Housing Impact Fee is due as to any Dwelling Unit before Developer has (i) provided evidence the general contractor or other approved person or entity has provided a completion guaranty in a form acceptable to the City Attorney in accordance with Section 3 hereof, and (ii) obtained a building permit for the Affordable Housing Development, and (iii) has commenced the construction of the Affordable Housing Development upon the Affordable Housing Site in accordance with Section 9 above (collectively referred to as a "**Commencement Event**"), the Developer shall deposit or cause to be deposited into escrow the required Affordable Housing Impact Fee for such permit. In the event the Developer or its assignee seeks to obtain a building permit for a market rate dwelling unit in the Mowry Village Project and, subject to Section 9 above, a Commencement Event has not occurred, Developer, City and an escrow holder mutually agreeable to Developer and City shall enter into an escrow agreement providing for escrow to hold any deposited Affordable Housing Impact Fees unless and until a Commencement Event has occurred. Developer shall deposit Affordable Housing Impact Fees for additional market rate residential units until a Commencement Event has occurred. Developer shall pay all escrow fees.
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13. **Modification, Amendment, or Cancellation**.

13.1 **Amendment and Cancellation**. This Agreement may be amended or canceled, in whole or in part, by mutual written consent of the City and the Developer or their successors-in-interest.

13.2 **Modification**. The City Manager, with the consent of the Developer, may make non-substantive modifications to the Agreement without the need for formal action by the City Council, including but not limited to, written extensions of any of the Performance Milestones.

13.3 **Modification in the Event of Change of Method of Financing**. While Developer currently intends to finance the Affordable Housing Development as described herein and without applying for tax credit or other similar financing programs, in the event Developer elects to pursue such financing, the Parties shall meet and confer and determine what, if any, modifications shall be required to this Agreement to facilitate such a financing strategy. City and Developer shall each reasonably consider approval of such proposed changes to this Agreement.

14. **No Third Party Beneficiaries**. This Agreement is made and entered into for the sole protection and benefit of the City, the Developer, and their respective successors and assigns. No other person or entity shall have any right of action based upon any provision of this Agreement, except to the extent that successors-in-interest to the Mowry Village Property may rely upon this Agreement to demonstrate compliance with the satisfaction of each project's respective affordable housing obligation, as set forth herein.

15. **Miscellaneous**.

15.1 **Notices**. All notices which are allowed or required to be given hereunder shall be in writing and (1) shall be deemed given and received when personally delivered, or (2) shall be sent by registered or certified mail or overnight mail service, addressed to the applicable designated person by one party to the other in writing, and shall be deemed received on the second business day after such mailing.

| | |
|---|---|
| If to City: | City of Newark<br>37101 Newark Blvd.<br>Newark, CA 94560<br>Attn: Community Development Director<br>Telephone: (510) 578-4000<br>Fax: 510-578-4307<br><br>With copy to City Attorney |
| If to Developer: | The Mowry Project Owner, LLC<br>888 San Clemente, Suite 100<br>Newport Beach, CA 92660<br>Attn: Evan Knapp and Caren Read, Esq.<br>Telephone: (949) 720-3612<br>Fax: (949) 720-3613 |
| Copy to: | Rutan & Tucker, LLP<br>18575 Jamboree Road, 9th Floor<br>Irvine, CA 92612<br>Attn: Hans Van Ligten, Esq.<br>Telephone: (714) 641-5100<br>Fax: (714) 546-9035<br>Email: Hvanligten@rutan.com |

15.2 **Severability.** If any part of this Agreement is declared invalid for any reason, such invalidity shall not affect the validity of the remainder of the Agreement unless the invalid provision is a material part of the Agreement. The other parts of this Agreement shall remain in effect as if this Agreement had been executed without the invalid part.

15.3 **Entire Agreement.** This Agreement represents the entire agreement between the City and the Developer with respect to the subject matter hereof, and supersedes all prior agreements and understandings, whether oral or written, between the City and the Developer with respect to the matters contained in this Agreement.

15.4 **Further Assurances.** The City and the Developer agree to perform, from time to time, such further acts and to execute and deliver such further instruments reasonably to effect the intents and purposes of this Agreement, provided that the intended obligations of the City and the Developer are not thereby modified.

15.5 **Assignment.** This Agreement shall inure to the benefit of and bind the successors and assigns of the City and the Developer and may be assigned by the City to any entity, or by the Developer to any party or parties purchasing all or any part of the fee interest in the Mowry Village Property, in accordance with the requirements of this section. In the event Developer desires to sell, transfer or assign the Affordable Housing Site and/or its rights and obligations under this Agreement, Developer shall provide written notice thereof to City. The City Manager shall consider and decide on any transfer, sale or assignment within thirty (30) days after Developer's notice thereof, provided all necessary documents, certifications and other information are provided to the City Manager to enable the City Manager to determine whether the proposed Transferee is capable of performing the Developer's obligations hereunder. Nothing herein shall be deemed to limit the right of Developer to freely alienate or transfer any other portion of the Mowry Village Property; provided however, Developer shall not be released from liability under this Agreement unless and until the approved Transferee shall have agreed in writing to be bound by and to comply with the requirements of this Agreement and any documents executed hereunder and the City Manager has approved of such Transferee in accordance with this Section 15.5. Notice of any such approved sale, transfer or assignment (which includes a description of all rights, interests and obligations that have been transferred and those which have been retained by Developer) shall be recorded in the official records of Alameda County, in a form acceptable to the City Manager, concurrently with such sale, transfer or assignment. Upon the approved sale, transfer or assignment of all or a portion of the Mowry Village Property to a party that acquires fee title to the Mowry Village Property or any portion thereof, Developer shall be released of all executory obligations under this Agreement that relate to the transferred property; provided, however, that Developer shall not be released from liability for any default of Developer committed prior to the date of the transfer. Notwithstanding the foregoing, in the event Developer transfers or conveys the Mowry Village Property or a portion of the Mowry Village Property to a home builder identified on the Approved Transferee List, attached hereto as Exhibit G, upon execution of an assignment and assumption agreement wherein the transferee assumes all of the obligations of Developer under this Agreement, no City consent is required and the assignment shall be effective upon full execution by the transferor and transferee.

15.6 **Enforcement.** If the Developer defaults in the performance or observance of any covenant, condition, restriction or obligation of the Developer as set forth in this Agreement, and such default remains uncured for a period of thirty (30) days after notice thereof is given by the City (or such longer period as may be necessary to cure the default, provided that Developer commences the cure within the thirty (30) day period and diligently prosecutes the cure to completion), the City may take any one or more of the following steps:

(a) By specific performance or other action or proceeding at law or in equity, require the Developer to perform its obligations under this Agreement or enjoin any acts or things which may be unlawful or in violation of the rights of the City hereunder.

(b) If Developer fails to commence or complete construction of the Affordable Housing Development within the time provided by Section 9, subject to the notice and cure requirements of Section 15.6 hereof and the force majeure provisions of Section 15.8 hereof, by termination of this Agreement by sending written notice thereof to Developer. Upon City's termination of this Agreement pursuant to this paragraph, if any Affordable Housing

Impact Fees have previously been deposited into escrow pursuant to Section 12, City shall be entitled to immediately collect and retain the full amount of all deposited Affordable Housing Impact Fees. If the full amount of the Affordable Housing Impact Fees has not been deposited at the time of City's termination of this Agreement, Developer shall be obligated to pay Housing Impact Fees for market rate homes within the Mowry Village Project at the customary times such fees become due and payable. In addition to the foregoing, Developer shall be obligated to pay to City the amount of Three Million Five Hundred Thousand Dollars ($3,500,000) on a lump sum basis upon City's termination of this Agreement, and prior to the City's issuance of any further building permits for construction of market rate homes within the Mowry Village Project. The Parties understand and agree that such additional payment of Three Million Five Hundred Thousand Dollars ($3,500,000) is the amount the Parties have determined to be necessary, together with the Housing Impact Fee amount, in order for City to provide financial assistance to another developer for the construction of an affordable housing development with at least the same number of dwelling units and levels of affordability as required hereunder for the Affordable Housing Development. As of the date of this Agreement the Parties anticipate that the amount of the Housing Impact Fees alone would not be sufficient to provide the financial assistance needed to make the above-described alternative affordable housing project financially feasible. Developer's obligation to pay to City the additional amount of Three Million Five Hundred Thousand Dollars ($3,500,000), if required hereunder, shall survive the termination of this Agreement.

(c) Take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants, conditions and restrictions of the Developer under this Agreement. Notwithstanding the foregoing, in no event shall City restrict development of the residential development by withholding building permits or certificates of occupancy from and after the occurrence of the Commencement Event pursuant to Section 12.

15.7 **Attorney's Fees.** In the event of any claim, dispute or controversy arising out of or relating to this Agreement, including an action for declaratory relief, the prevailing party in such action or proceeding shall be entitled to recover its court costs and reasonable attorney's fees and out-of-pocket expenses.

15.8 **Force Majeure.** Performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to one or more of the following events, providing that anyone or more of such event(s) actually delays or interferes with the timely performance of the matter to which it would apply and despite the exercise of diligence and good business practices and such event(s) are beyond the reasonable control of the party claiming such interference: the period in which litigation challenging the Mowry Village Project approvals is pending, war, terrorism, terrorist acts, insurrection, strikes, lock-outs, unavailability in the marketplace of essential labor, tools, materials or supplies, failure of any contractor, subcontractor, or consultant to timely perform (so long as Developer is not otherwise in default of any obligation under this Agreement and is exercising commercially reasonable diligence of such contractor, subcontractor or consultant to perform, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, pandemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, or unusually severe weather, or as a result of any litigation or other administrative delay (e.g., Regional Water Quality Control Board or DTSC action or inaction). An extension of time for

any such cause (a "**Force Majeure Delay**") shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of actual knowledge of the commencement of the cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date and the event commenced, and the estimated delay resulting therefrom. Inability to obtain financing for the development of the Affordable Housing Development shall not constitute an event of force majeure hereunder.

15.9 **Counterparts.** This Agreement and any modifications, amendments or supplements thereto may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart. The parties may also deliver executed copies of this Agreement to each other by electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. No party may raise the use of any image transmission device or method or the fact that any signature was transmitted as an image as a defense to the enforcement of this Agreement. At the request of either party, the parties will confirm signatures by signing and delivering an original document.

[Signatures on next page]

IN WITNESS WHEREOF, the City and Developer hereto have each executed this Agreement as of the date first written above.

"CITY"

CITY OF NEWARK,
a California municipal corporation

_____
David Benoun, City Manager

ATTEST:

_____
Sheila Harrington, City Clerk

APPROVED AS TO FORM:

_____
Kristopher Kokotaylo, City Attorney

"DEVELOPER"

THE MOWRY PROJECT OWNER, LLC,
a Delaware limited liability company

By: KPMW Integral, LLC,
a California limited liability company, Its
Managing Member

By:_____
Name:_____
Title:_____

## EXHIBIT A

## LEGAL DESCRIPTION OF MOWRY VILLAGE PROPERTY

Real property in the City of Newark, County of Alameda, State of California, described as follows:

PARCEL ONE: (APN: 537-0850-001-11)

BEGINNING AT THE NORTHWEST CORNER OF THE 7.500 ACRE PARCEL DESCRIBED AS PARCEL 2 IN THE DEED FROM GEORGE J. GHIORSO, ET AL, TO GENE MCKINLEY, ET AL, DATED MAY 18, 1966 AND RECORDED MAY 24, 1966 IN REEL 1774, IMAGE 667 (AY-65152), ALAMEDA COUNTY RECORDS, SAID NORTHWEST CORNER LYING IN THE WESTERLY LINE OF THE 44.14 ACRE PARCEL DESCRIBED IN THE DEED FROM TONY DE VALLE, ET UX, TO EAST BAY GARBAGE COMPANY, DATED DECEMBER 7, 1954 AND RECORDED DECEMBER 14, 1954 IN BOOK 7508 OF OFFICIAL RECORDS AT PAGE 229, ALAMEDA COUNTY RECORDS; THENCE ALONG SAID WESTERLY LINE (ALSO BEING THE EASTERLY LINE OF MOWRY AVENUE), NORTH 18° 47' 42" EAST, 600.61 FEET TO THE CITY LIMIT LINE BETWEEN THE CITY OF FREMONT AND THE CITY OF NEWARK, THENCE ALONG SAID CITY LIMIT LINE THE FOLLOWING THREE COURSES; SOUTH 59° 47' 05" EAST, 395.24 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1825.84 FEET, THROUGH A CENTRAL ANGLE OF 19° 43' 40", AN ARC DISTANCE OF 628.66 FEET; THENCE SOUTH 40° 03' 25" EAST, 87.32 FEET TO THE GENERAL EASTERLY LINE OF THE AFORESAID 44.14 ACRE PARCEL, THENCE ALONG SAID LINE THE FOLLOWING FIVE COURSES: SOUTH 76° 56' 42" WEST, 189.48 FEET; SOUTH 5° 43' 18" EAST, 121.51 FEET; SOUTH 9° 30' 18" EAST, 170.79 FEET, SOUTH 0° 55' 42" WEST, 110.22 FEET AND SOUTH 3° 49' 18" EAST, 142.52 FEET TO THE NORTHEAST CORNER OF THE AFORESAID 7.500 ACRE PARCEL, THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL, NORTH 53° 44' 43" WEST, 1157.52 FEET TO THE POINT OF BEGINNING.

PARCEL TWO: (APN: 537-0850-002)

COMMENCING AT A POINT ON THE EASTERLY OF THE COUNTY ROAD LEADING FROM NILES TO MOWRY'S LANDING, SAID ROAD BEING ALSO KNOWN AS COUNTY ROAD NO. 49, WHERE THE SAME INTERSECTS WITH THE NORTH LINE OF HEATH, OR MOWRY'S LANE; THENCE NORTH 30° 33' EAST, 250.14 FEET; THENCE NORTH 18° 56' EAST, 1735.14 FEET; THENCE SOUTH 26° 52' EAST, 1556.94 FEET; THENCE SOUTH 77° 05' WEST, 273.24 FEET; THENCE SOUTH 5° 35' EAST, 118.80 FEET; THENCE SOUTH 9° 22' EAST, 166.98 FEET; THENCE SOUTH 1° 4' WEST 110.22 FEET; THENCE SOUTH 3° 41' EAST 720.72 FEET, THENCE SOUTH 81° 15' WEST, 365.83 FEET; THENCE NORTH 41° 24' WEST, 473.98 FEET; THENCE SOUTH 36° 29' WEST, 203.28 FEET; THENCE NORTH 40° 49' WEST, 104.61 FEET; THENCE NORTH 34° 57' WEST, 605.88 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF SURVEY NO. 239, SWAMP AND OVERFLOWED LANDS OF SAID ALAMEDA COUNTY; AND A PORTION OF EX-MISSION SAN JOSE SURVEY NO.142, AND CERTAIN OTHER LANDS TO THE SOUTH OF SAID SURVEY NO. 239 HERETOFORE OWNED BY ANTONIO FRANK SILVA, COMMONLY KNOWN AS FRANK SILVA, ALSO KNOWN AS FRANK SILVA JOLIN NOW DECEASED, WHOSE ESTATE WAS ADMINISTERED IN THE SUPERIOR COURT OF SAID COUNTY, ACTION NO. 3137, PROBATE.

EXCEPTING THEREFROM:

1.THE PARCEL OF LAND CONVEYED TO GENE MC KINLEY, ET AL, BY DEED RECORDED MARCH 2, 1966 IN REEL 1717, IMAGE 340, SERIES NO. AY-27540, ALAMEDA COUNTY RECORDS.

2.THE PARCEL OF LAND CONVEYED TO GENE MC KINLEY ET AL, BY DEED RECORDED MAY 24, 1966, IN REEL 1774, IMAGE 667, SERIES NO. AY-65152, ALAMEDA COUNTY RECORDS.

3.THE PARCEL OF LAND CONVEYED TO FRANCES ANTONE, ET UX, BY DEED RECORDED DECEMBER 9,

1966, IN REEL 1886, IMAGE 11, SERIES NO. AY-137926, ALAMEDA COUNTY RECORDS.

PARCEL THREE: (APN: 537-0850-001-13)

COMMENCING AT THE SOUTHWEST CORNER OF THE 44.14 ACRE PARCEL DESCRIBED IN THE DEED FROM TONY DE VALLE, ET UX, TO EAST BAY GARBAGE COMPANY DATED DECEMBER 7, 1954 AND RECORDED DECEMBER 14, 1954 IN BOOK 7508 OF OFFICIAL RECORDS AT PAGE 229, ALAMEDA COUNTY RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL, (ALSO BEING THE EASTERLY LINE OF MOWRY AVENUE) NORTH 30° 24' 42" EAST, (SAID BEARING BEING USED FOR THE PURPOSE OF THIS DESCRIPTION) 250.14 FEET, AND NORTH 18° 47' 42" EAST, 255.39 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE LEAVING LAST SAID LINE, SOUTH 46° 25' 38" EAST, 1365.09 FEET TO A POINT IN THE EASTERLY LINE OF THE AFORESAID 44.14 ACRE PARCEL; THENCE ALONG SAID EASTERLY LINE OF SAID PARCEL, NORTH 3° 49' 18" WEST, 351.90 FEET TO A 2" IRON PIPE; THENCE LEAVING SAID LINE, NORTH 53° 44' 43" WEST, 1157.42 FEET TO A POINT IN THE AFORESAID WESTERLY LINE OF SAID PARCEL WHICH BEARS NORTH 18° 47' 42" EAST, 100.00 FEET FROM THE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY LINE SOUTH 18° 47' 42" WEST, 100.00 FEET TO THE POINT OF BEGINNING.

## EXHIBIT B

## PRELIMINARY FINANCING PLAN

The Affordable Housing Developer will pursue a development and financial plan following the "traditional financing" approach discussed with the City. This approach involves funding the project through various sources, such as a) construction or permanent loans from a commercial bank, b) an equity investment partner, and/or c) the Developer.

If there is any additional capital required above and beyond these sources, it will be the obligation of the Developer to provide all remaining "gap" financing necessary for the Affordable Housing Development to maintain the Affordable Housing Development's compliance with the Performance Milestone schedule.

At the current time, the Affordable Housing Developer is not intending to apply for governmentally-subsidized financing, and therefore the Performance Milestones do not reflect any efforts to obtain such financing (e.g., TCAC allocation). The Developer and City recognize that future market or program changes might make using governmental financing more attractive, and if such circumstances arise, may incorporate such financing into this Finance Plan upon approval of the City Manager.

**EXHIBIT C**

**FORM OF AFFORDABLE HOUSING DECLARATION OF COVENANTS AND RESTRICTIONS**

**RECORDING REQUESTED BY**
**AND WHEN RECORDED MAIL TO:**

City of Newark
City Clerk
37101 Newark Blvd
Newark, CA 94560

**No recording fee due per Gov. Code § 6103, 27383**

Assessor's Parcel Nos._____

(SPACE ABOVE RESERVED FOR RECORDER'S USE)

# AGREEMENT FOR RESTRICTION ON USE OF REAL PROPERTY FOR DEVELOPMENT OF AFFORDABLE HOUSING

This AGREEMENT FOR RESTRICTION ON USE OF REAL PROPERTY FOR DEVELOPMENT OF AFFORDABLE HOUSING ("AGREEMENT") is made and entered into by and between _____[to be signed by builder/developer recording the final map] ("Developer"), and the City of Newark ("City"), a California municipal corporation, with reference to the following:

## RECITALS

A. Developer is the owner of record of the real property described on Exhibit "A-1" and depicted on Exhibit "A-2" (the "Affordable Housing Site") located in the City of Newark, County of Alameda.

B. The Property will be developed with a multifamily housing development containing at least thirty (30) Affordable Housing Units and one (1) manager's unit (the "Affordable Housing Development"), as described more fully in that certain Affordable Housing Obligation Satisfaction Agreement for The Mowry Village Project, by and between the City of Newark, a California municipal corporation, and The Mowry Project Owner, LLC, a Delaware limited liability company, dated _____, 2025 (the "Satisfaction Agreement").

C. This Agreement is intended to satisfy the requirements of the Satisfaction Agreement to encumber the Affordable Housing Site with the obligation to construct and operate the Affordable Housing Development with a minimum of thirty (30) Affordable Dwelling Units

and one (1) manager's unit, with 10 Affordable Dwelling Units restricted to Very Low Income Households and 20 Affordable Dwelling Units restricted to Low Income Households.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, Developer and the City agree as follows:

1. The Affordable Housing Site shall be restricted to the development of the Affordable Housing Development containing at least thirty (30) Affordable Dwelling Units, with 10 Affordable Dwelling Units restricted to Very Low Income Households and 20 Affordable Dwelling Units restricted to Low Income Households, to satisfy the Affordable Housing Obligation (both as defined in the Satisfaction Agreement). Nothing herein is intended to restrict the ability to construct other facilities normally associated with multifamily residential housing developments (for example, common areas, recreational facilities) in conjunction with the development of the Affordable Housing Development. Approval of the City of the development of the Affordable Housing Site will be conclusive evidence that the proposed development of the Affordable Housing Site is consistent with this Agreement.

2. The terms and conditions of this Agreement shall constitute a covenant running with and binding the land in accordance with the provisions of California Civil Code section 1468. Accordingly, the Affordable Housing Site shall be held, sold, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to this Agreement, which shall run with the Affordable Housing Site, and shall be binding on all parties having any right, title or fee interest in the Affordable Housing Site, and their heirs, successors and assigns. Upon the transfer of title to the Affordable Housing Site to a new owner and recordation of the deed conveying the fee interest in the Affordable Housing Site, transferring owner (and in the case of subsequent owners, the owner then transferring the Affordable Housing Site) shall be automatically released and discharged from any and all obligations under this Agreement arising after the date of the assignment, which obligations shall be assumed by the new owner, who shall be deemed "Developer" hereunder.

3. This Agreement and its validity, construction and effect shall be governed by the laws of the State of California applicable to contracts wholly to be performed therein. This Agreement shall not be deemed to give any right or remedy to any third party whatsoever.

4. This Agreement shall not be amended in any manner or terminated without the prior written approval of all parties nor without the recordation of any such approval. The City agrees to execute and record a termination of this Agreement in its entirety upon recordation of the Regulatory Agreement for the Affordable Housing Development (as defined in the Satisfaction Agreement).

IN WITNESS WHEREOF, Developer and the City have executed this Agreement Amendment as of the dates set forth below.

**DEVELOPER**

[insert builder/developer sig block who is recording final map]

[SIGNATURES CONTINUE ON NEXT PAGE]

**CITY**

CITY OF NEWARK,
a California municipal corporation

By:_____
David Benoun
City Manager

Attest:

_____
April B. A. Quintanilla
City Clerk

Approved as to form:

_____
Kris Kokotaylo
City Attorney

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

State of California )
County of _____ )

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

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

WITNESS my hand and official seal.

Signature_____ (Seal)

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

State of California )
County of _____ )

On _____, before me, _____,
(insert name and title of the officer)
Notary Public, personally appeared _____who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature_____ (Seal)

**EXHIBIT A-1**

**LEGAL DESCRIPTION OF AFFORDABLE HOUSING SITE**

**EXHIBIT A-2**

**DEPICTION OF AFFORDABLE HOUSING SITE**

**EXHIBIT D**

**DEPICTION OF MOWRY VILLAGE AFFORDABLE HOUSING SITE**

Real property in the City of Newark, County of Alameda, State of California, described as follows:



**EXHIBIT E**

## Performance Milestones

| **Performance Milestone** | **Performance Deadline** |
|---|---|
| 1. Developer obtains approval of Entitlements for Affordable Housing Project | October 15, 2025 |
| 2. Developer executes and records Affordable Housing Declaration | Concurrently with Developer's acquisition of Affordable Housing Site |
| 3. Developer deposits Affordable Housing Impact Fee into Escrow | Prior to issuance of building permit for each market rate unit, until occurrence of a Commencement Event. |
| 4. Developer obtains City's issuance of Remedial Grading Permit for Affordable Housing Site, or City acknowledgement that permit is ready to issue | February 26, 2027 |
| 5. Developer starts grading of Affordable Housing Site and installation of all required public utilities and infrastructure to the perimeter of the Affordable Housing Site | August 31, 2027 |
| 6. Developer completes grading of Affordable Housing Site and installation of all required public utilities and infrastructure to the perimeter of the Affordable Housing Site | December 31, 2028 |
| 7. Developer submittal of Affordable Housing Development building construction documents (as defined below)to City for approval* | Earlier of (i) the issuance of the 35th building permit for market rate homes within the Mowry Village Project, or (ii) January 1, 2031 |
| 8 Developer obtains building permit for Affordable Housing Development | Earlier of (i) the issuance of the 65th building permit for market rate homes within the Mowry |

| | |
|---|---|
| | Village Project, or (ii) June 30, 2031 |
| 9. Commencement of Construction of the Affordable Housing Development | Earlier of (i) the issuance of the 75th building permit for market rate homes within the Mowry Village Project, or (ii) July 30, 2031 |
| 10. Completion of Construction of the Affordable Housing Development | Earlier of (i) 2 years after commencement of construction of the Affordable Housing Development, or (ii) July 30, 2033 |

*"Building Construction Documents" means the building permit set for review of all applicable building code, federal, state and local jurisdiction requirements for building and site construction standards.

**EXHIBIT F**

**FORM OF AFFORDABLE HOUSING REGULATORY AGREEMENT**

**[Attached]**

**EXHIBIT G**

**LIST OF APPROVED TRANSFEREES**

- Lennar Homes of California, LLC
- Lyon Living
- Landsea Homes
- DR Horton
- Pulte Group
- Taylor Morrison
- Hovnanian Enterprises
- Beazer Homes
- Tri Pointe Homes
- New Home Company
- Capital Pacific Homes
- Cal-Atlantic
- KB Home
- Meritage Homes
- Toll Brothers
- Shea Homes
- SummerHill Homes
- William Lyon Homes
- Brookfield Homes
- Olson Companies
- Woodside Homes
- Warmington Homes
- USA Properties Fund, Inc.
- St. Anton Multifamily Inc.

The foregoing includes any of their affiliates or related entities.

**EXHIBIT F**

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Newark
37101 Newark Blvd
Newark, CA 94560
Attn: Community Development Director

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No fee for recording pursuant to
Government Code Section 27383

# REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (Mowry Village)

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made and entered into as of _____, by and between the City of Newark, a California municipal corporation (the "City"), and The Mowry Project Owner, LLC (the "Owner"). City and Owner are hereinafter collectively referred to as the "Parties."

## RECITALS

A. Owner owns that certain property located at _____ in the City of Newark, as more particularly described in Exhibit A (the "Property"). Owner intends to construct an approximately thirty-one (31) unit multifamily rental housing development on the Property for rental to very low and low income households, including one (1) manager's unit that is not subject to affordability restrictions. Together the Property and its improvements are referred to herein as the "Development".

B. City and Owner have entered into an Affordable Housing Obligation Satisfaction Agreement dated _____, 2025 ("Satisfaction Agreement"), pursuant to which the Owner agreed to develop a multifamily affordable housing development on the Property.

C. The Satisfaction Agreement requires that Owner construct, maintain and operate the Development in accordance with restrictions set forth in this Regulatory Agreement for a fifty-five (55) year term.

NOW, THEREFORE, City and Owner hereby agree as follows.

## ARTICLE 1.
## DEFINITIONS

Section 1.1 Definitions. When used in this Agreement, the following terms shall have the respective meanings assigned to them in this Article 1.

**EXHIBIT F**

(a) "Actual Household Size" shall mean the actual number of persons in the applicable household.

(b) “Affordable Units” shall mean the Very Low Income Units and the Low Income Units.

(c) "Agreement" shall mean this Regulatory Agreement and Declaration of Restrictive Covenants.

(d) "Affiliate" means any person or entity directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with Owner which, if Owner is a partnership or limited liability company, shall include each of the constituent members or partners, respectively thereof. The term "control" as used in the immediately preceding sentence, means, with respect to a person that is a corporation, the right to the exercise, directly or indirectly, of more than fifty percent (50%) of the voting rights attributable to the shares of the controlled corporation, with respect to a person that is a nonprofit corporation, the right to appoint more than fifty percent of the board of directors, and, with respect to a person that is not a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled person.

(e) "Area Median Income" shall mean the median gross yearly income adjusted for Actual Household Size or Assumed Household Size as specified herein, in Alameda County, California, as published from time to time and periodically updated in Title 25, California Code of Regulations, Section 6932 (or successor provision) by HCD. In the event that such income determinations are no longer published or are not updated for a period of at least eighteen (18) months, City shall provide the Owner with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by HCD.

(f) "Assumed Household Size" means the household size "adjusted for family size appropriate to the unit" in accordance with California Health and Safety Code Section 50053.

(g) "City" shall mean the City of Newark, a California municipal corporation.

(h) "Completion Date" means the date a final certificate of occupancy is issued by the City to certify that the construction of the Development is complete and the Development may be legally occupied.

(i) "Development" shall mean the Property and the thirty-one (31) units to be developed on the Property, and any additional improvements and all landscaping, roads and parking spaces existing thereon, as the same may from time to time exist.

(j) "Household Income" shall mean the total anticipated annual income of all persons in a household, in accordance with 25 California Code of Regulations Section 6914.

(k) "Low Income Household" shall mean household with a Household Income which does not exceed that does not exceed eighty percent (80%) of Area Median Income.

(l) "Low Income Unit" shall mean the Units which pursuant to Section 2.1(b) below, are required to be occupied by Low Income Households.

(m)"Owner" shall mean The Mowry Project Owner, LLC, and its successors and assigns to the Development.

(n) "Property" shall mean the real property described in Exhibit A attached hereto and incorporated herein.

(o) "Rent" shall mean the total of monthly payments by the tenants of a Unit for the following: use and occupancy of the Unit and land and associated facilities (including parking if applicable), any separately charged fees or service charges assessed by Owner which are required of all tenants, other than security deposits; the cost of an adequate level of service for utilities paid by the tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not cable or telephone service; any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Owner, and paid by the Tenant. Utility allowances may be determined by use of the utility allowance published by the local public housing authority..

(p) "Satisfaction Agreement" is defined in Recital B.

(q) "Tenant" shall mean a household occupying a Unit.

(r) "Term" means the term of this Regulatory Agreement, which commences as of the date of this Regulatory Agreement and shall remain in effect until the fifty-fifth ($55^{th}$) anniversary of the Completion Date.

(s) "Units" shall mean the thirty-one (31) rental units to be constructed by the Owner on the Property.

(t) "Very Low Income Household" shall mean a household with a Household Income that does not exceed fifty percent (50%) of Area Median Income.

(u) "Very Low Income Units" shall mean the Units which, pursuant to Section 2.1(a) below, are required to be occupied by Very Low Income Households.

## ARTICLE 2.
## AFFORDABILITY COVENANTS

Section 2.1 Occupancy Requirements.

(a) Very Low Income Units. Ten (10) of the Units shall be rented to and occupied by or, if vacant, available for occupancy by Very Low Income Households.

(b) Low Income Units. Twenty (20) of the Units shall be rented to and occupied by or, if vacant, available for occupancy by Low Income Households.

(c) Manager's Unit. One (1) Unit shall be reserved for an on-site manager and shall not be subject to affordability or occupancy restrictions.

(d) Intermingling of Units. All Affordable Units shall be intermingled and of comparable quality. Tenants in all Affordable Units shall have equal access to and enjoyment of all common facilities of the Development.

(e) Disabled Persons Occupancy.

(1) Owner shall cause the Development to be operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) the United States Fair Housing Act, as amended, (iv) the Americans With Disabilities Act of 1990, and (vi) Chapters 11A and 11B of Title 24 of the California Code of Regulations, which relate to disabled persons access (collectively, the "Accessibility Requirements").

(2) Owner shall indemnify, protect, hold harmless and defend (with counsel reasonably satisfactory to the City) the City, and its city council, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Owner's failure to comply with the Accessibility Requirements. This obligation to indemnify survives termination of this Regulatory Agreement.

Section 2.2 Allowable Rent.

(a) Very Low Income Rent. Subject to the provisions of Section 2.3 below, the Rent charged to Tenants of the Very Low Income Units shall not exceed one-twelfth (1/12th) of thirty percent (30%) of fifty percent (50%) of Area Median Income, adjusted for Assumed Household Size.

(b) Low Income Rent. Subject to the provisions of Section 2.3 below, the Rent charged to Tenants of the Low Income Units shall not exceed one-twelfth (1/12th) of thirty percent of sixty percent (60%) of Area Median Income, adjusted for Assumed Household Size.

Section 2.3 Rent Increases.

(a) Rent Amount. The initial Rent for all Affordable Units must be approved by the City prior to occupancy. The utility allowance schedule will be determined by use of the local public housing authority schedule. Notwithstanding the approved schedule of maximum rents, Owner shall not be obligated to reduce rents for any existing tenants should maximum rents decrease, or utility allowances increase for any Units which must conform to the approved schedule of maximum rents.

(b) Rent Increases. No later than sixty (60) days prior to the proposed implementation of any Rent increase affecting an Affordable Unit, Owner shall submit to the City a schedule of any proposed increase in the Rent charged for the Affordable Units. The Rent for such Affordable Units may be increased no more than once annually based upon updated rent schedules corresponding to the updated Area Median Income. Owner shall give Tenants of

Affordable Units written notice at least thirty (30) days prior to any Rent increase, following completion of the City approval process set forth above. Notwithstanding the above, in no event will any annual rent increase exceed the annual rent increase allowed pursuant to Civil Code Section 1947.12, although the parties acknowledge that the Affordable Units are not subject to such restrictions pursuant to Civil Code Section 1947.13.

Section 2.4 Increased Income of Occupying Households.

(a) Increased Income Below 80% of Area Median Income.

(1) In the event that, upon recertification of an occupant household's income, the income of a Very Low Income Household increases above the qualifying limit for a Very Low Income Household, but not above the qualifying income for a Low Income Household, the rent shall increase to thirty percent (30%) of sixty percent (60%) of Area Median Income, the Unit shall qualify as a Low Income Unit, and the next available Unit shall be rented to a Very Low Income Household, as applicable, as necessary to meet the requirements of Section 2.1 above.

(b) Non-Qualifying Household. If, upon recertification of a Tenant's income, the Owner determines that a Tenant has an Adjusted Income exceeding the qualifying income for a Low Income Household, adjusted for Actual Household Size, such Tenant shall be permitted to continue to occupy the Unit at a Rent not exceeding one-twelfth of thirty percent (30%) of one hundred ten percent (110%) of Area Median Income, and the Unit shall continue to be classified as a Low Income Unit until the Tenant vacates the Unit, at which time the Unit shall be re-rented to a Very Low Income Household or Low Income Household as applicable, to meet the requirements of Section 2.1 above. Notwithstanding the above, if the Owner determines that a Tenant has an Adjusted Income exceeding One Hundred Twenty Percent (120%) of Area Median Income, the Owner may elect to increase the Rent to the maximum permissible by law.

(c) Termination of Occupancy. Upon termination of occupancy of an Affordable Unit by a Tenant, such Unit shall be deemed to be continuously occupied by a household of the same income level (e.g., Very Low Income Household or Low Income Household) as the initial income level of the vacating Tenant, until such Affordable Unit is reoccupied, at which time the income character of the Affordable Unit (e.g., Very Low Income Unit or Low Income Unit) shall be redetermined.

(d) Continued Compliance. In the event an occupant household's income increases and the rent is increased as set forth in Sections (a) and (b) above, the Affordable Unit shall continue to be classified as a Very Low Income Unit or a Low Income Unit, as applicable, until such time as the Affordable Unit is either vacated by the occupant or another Affordable Unit is rented at the applicable income limit.

Section 2.5 Lease Provisions. Owner shall include in leases for all Affordable Units provisions which authorize Owner to immediately terminate the tenancy of any household one or more of whose members has misrepresented any fact material to the household's qualification as a Very Low Income Household or Low Income Household. Each lease or rental agreement shall also provide that the household is subject to annual certification in accordance with Section 3.1

below, and that, if the household's income increases above the applicable limits for a Very Low Income Household or Low Income Household, as applicable, such household's Rent may be subject to increase.

Section 2.6 Condominium Conversion. The Owner shall not convert the Development or any Units to condominium or cooperative ownership or sell condominium or cooperative conversion rights to the Property during the Term of this Agreement.

## ARTICLE 3.
## INCOME CERTIFICATION AND REPORTING

Section 3.1 Income Certification. The Owner shall obtain, complete and maintain on file, immediately prior to initial occupancy and annually thereafter, income certifications from each Tenant renting any of the Affordable Units (excluding the manager's Unit). The Owner shall make a good faith effort to verify that the income provided by an applicant or occupying household in an income certification is accurate by taking one or more of the following steps as a part of the verification process: (1) obtain a pay stub for the most recent pay period; (2) obtain an income tax return for the most recent tax year; (3) conduct a credit agency or similar search; (4) obtain an income verification form from the applicant's current employer; (5) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (6) if the applicant is unemployed and has no such tax return, obtain another form of independent verification or utilize a self-certified statement. Copies of tenant income certifications shall be available to City upon request.

Section 3.2 Annual Report to City. Each year by July 1 Owner shall submit an annual report to City, in a form approved by City. The annual report shall include for each Affordable Unit covered by this Agreement, the Rent and the income and household size of the household occupying the Affordable Unit and shall have the income certifications for each Tenant, prepared pursuant to Section 3.1 above available upon request. The report shall also state the date the tenancy commenced for each Affordable Unit, the number of bedrooms in such Affordable Unit, and such other information as City may be required by law to obtain.

Section 3.3 Additional Information. Owner shall provide any additional information reasonably requested by City. City shall have the right to examine and make copies of all books, records or other documents of Owner which pertain to any Affordable Unit.

Section 3.4 Records.

(a) Owner shall keep and maintain at the principal place of business of the Owner set forth in Section 6.10 below, or elsewhere with the City's written consent, full, complete and appropriate books, records and accounts relating to the Development. Owner shall cause all books, records and accounts relating to the Development to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and to be consistent with requirements of this Regulatory Agreement. Owner shall cause all books, records, and accounts to be open to and available for inspection and copying by the City, its auditors or other authorized representatives at reasonable intervals during normal business hours.

Owner shall cause copies of all tax returns and other reports that Owner may be required to furnish to any government agency to be open for inspection by the City at all reasonable times at the place that the books, records and accounts of Owner are kept. Owner shall preserve such records for a period of not less than five (5) years after their creation. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the use of the Development is pending at the end of the record retention period stated herein, then Owner shall retain the records until such action and all related issues are resolved. Such records are to include but are not limited to:

(1) Records documenting compliance with the fair housing, equal opportunity, and affirmative fair marketing requirements;

(2) Financial records; and

(3) Records demonstrating compliance with the marketing, tenant selection, affordability, and income requirements.

(b) The City shall notify Owner of any records it deems insufficient. Owner has fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the City in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Owner must begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

## ARTICLE 4.
## OPERATION OF THE DEVELOPMENT

Section 4.1 Residential Use. The Development shall be operated only for residential use. No part of the Development shall be operated as transient housing.

Section 4.2 Compliance with Loan Documents and Development Regulatory Agreements. Owner shall comply with all the terms and provisions of all loan documents and any other regulatory requirement imposed on the Development (the "Development Regulatory Documents"). Owner shall promptly notify the City in writing of the existence of any default under any Development Regulatory Documents and provide the City with copies of any such notice of default.

Section 4.3 Property Tax Exemption. Owner shall not apply for a property tax exemption for the Property under any provision of law other than Revenue and Taxation Section 214(g) without City's prior written consent.

Section 4.4 Taxes and Assessments. Owner shall pay all real and personal property taxes, assessments, if any, and charges and all franchise, income, employment, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property; provided, however, that Owner shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event Owner exercises its right to contest any tax, assessment, or charge against it, Owner, on final determination of the proceeding or contest, shall immediately

pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

Section 4.5 Nondiscrimination. All of the Units shall be available for occupancy on a continuous basis to members of the general public who are income eligible. Owner shall comply with state and federal fair housing laws in the marketing and rental of the Units in the Project. There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, disability, veteran or military status, or genetic information, or any other basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any Unit nor shall Owner or any person claiming under or through the Owner, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any Unit or in connection with the employment of persons for the operation and management of the Development. All deeds, leases or contracts made or entered into by Owner as to the Units or the Development or portion thereof, shall contain covenants concerning discrimination as prescribed by the Satisfaction Agreement.

Section 4.6 City Preference. To the extent permitted by law and consistent with the program regulations for funding sources used for the development of the Units, Owner shall give a preference in the rental of any Units to eligible households in which at least one member lives or works in the City. The preference stated in this section applies to the rentals of Units throughout the Term.

Section 4.7 Section 8 Certificate Holders. The Owner shall accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor, or similar programs. The Owner shall not apply selection criteria to holders of Section 8 certificate or similar certificates or vouchers that is more burdensome than criteria applied to all other prospective tenants, nor shall the Owner apply or permit the application of management policies or lease provisions with respect to the Development which have the effect of precluding occupancy of Units by such prospective tenants.

Section 4.8 Marketing Plan. No later than nine (9) months prior to the date construction of the Development is projected to be complete, Owner shall submit to the City for approval its plan for marketing the Development to income-eligible households as required by this Regulatory Agreement (the "Marketing Plan"). The Marketing Plan shall be in compliance with all applicable fair housing, equal opportunity and affirmative fair marketing laws and requirements.

Upon receipt of the Marketing Plan, the City shall promptly review the Marketing Plan and shall approve or disapprove it within fifteen (15) days after receipt. If the Marketing Plan is not approved, the City shall give Owner specific reasons for such disapproval and Owner shall submit a revised Marketing Plan within fifteen (15) days of notification of the City's disapproval.

Owner shall follow this procedure for resubmission of a revised Marketing Plan until the Marketing Plan is approved by the City. The City understands that the Owner needs to have the Marketing Plan approved at least six (6) months prior to the date construction of the Development is projected to be complete in order to timely lease up the Development. If the Owner does not submit a revised Marketing Plan that is approved by the City at least three (3) months prior to the date construction of the Development is projected to be complete, Owner will be in default of this Regulatory Agreement.

## ARTICLE 5.
## PROPERTY MANAGEMENT AND MAINTENANCE

Section 5.1 Management Responsibilities. The Owner is responsible for all management functions with respect to the Development, including without limitation the selection of tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. City shall have no responsibility over management of the Development. The Owner shall retain a professional property management company approved by City in its reasonable discretion to perform its management duties hereunder. A resident manager shall also be required.

Section 5.2 Approval of Management Agent. The Development shall at all times be managed by an experienced management agent reasonably acceptable to City, with demonstrated ability to operate residential facilities like the Development in a manner that will provide decent, safe, and sanitary housing (as approved, the "Management Agent"). The Owner shall submit for City's approval the identity of any proposed Management Agent. The City has approved _____ as the Management Agent. The Owner shall also submit such additional information about the background, experience and financial condition of any proposed Management Agent as is reasonably necessary for the City to determine whether the proposed Management Agent meets the standard for a qualified Management Agent set forth above. If the proposed Management Agent meets the standard for a qualified Management Agent set forth above, City shall approve the proposed Management Agent by notifying the Owner in writing. Unless the proposed Management Agent is disapproved by City within thirty (30) days, which disapproval shall state with reasonable specificity the basis for disapproval, it shall be deemed approved.

Section 5.3 Performance Review. City reserves the right to conduct an annual (or more frequently, if deemed reasonably necessary by City) review of the management practices and financial status of the Development. The purpose of each periodic review will be to enable City to determine if the Development is being operated and managed in accordance with the requirements and standards of this Agreement. The Owner shall cooperate with City in such reviews.

Section 5.4 Replacement of Management Agent. If, as a result of a periodic review, City determines in its reasonable judgement that the Development is not being operated and managed in accordance with any of the material requirements and standards of this Agreement, City shall deliver notice to Owner of its intention to cause replacement of the Management

Agent, including the reasons therefor. Within fifteen (15) days of receipt by Owner of such written notice, City staff and Owner shall meet in good faith to consider methods for improving the financial and operating status of the Development. If after a reasonable period as determined by City (not to exceed sixty (60) days), City determines that the Owner is not operating and managing the Development in accordance with the material requirements and standards of this Agreement, City may require replacement of the Management Agent.

If, after the above procedure, City requires in writing the replacement of the Management Agent, Owner shall promptly dismiss the then Management Agent, and shall appoint as the Management Agent a person or entity meeting the standards for a Management Agent set forth in Section 5.2 above and approved by City pursuant to Section 5.2 above.

Any contract for the operation or management of the Development entered into by Owner shall provide that the contract can be terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section shall constitute default under this Agreement, and City may enforce this provision through legal proceedings as specified in Section 6.5.

Section 5.5 Management Policies. The Owner shall submit its written management plan with respect to the Development to City for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Agreement.

Section 5.6 Property Maintenance. Throughout the term of this Agreement, Owner shall at its own expense, maintain the Property and the Project in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all applicable state, federal, and local laws, ordinances, codes, and regulations. Without limiting the foregoing, Owner agrees to maintain the Project and the Property (including without limitation, the Units, common meeting rooms, common areas, landscaping, driveways and walkways) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Property or at the Project. Owner shall prevent and/or rectify any physical deterioration of the Property and the Project and shall make all repairs, renewals and replacements necessary to keep the Property and the improvements located thereon in good condition and repair. Owner shall provide adequate safety and security services for occupants of the Project, including without limitation parking lot and pathway lighting and security cameras. To the extent feasible, Owner shall employ defensible space design principles and crime prevention measures in the operation of the Project. Owner shall conduct a yearly security inspection, employing Crime Prevention Through Environmental Design (CPTED) principles, and shall participate in an illegal activity review with Newark Police Department (provided that the Newark Police Department agrees to participate in such review). Owner shall maintain an on-site contact, during normal business hours, to receive complaints and concerns from the community, and Owner shall promptly respond to and address such complaints and concerns. Documents and reports relating to security inspections, community complaints and concerns, and illegal activities on the Property shall be maintained and available for inspection by the City.

**EXHIBIT F**

a. Yard Area. Owner shall not leave any yard areas on the Property unmaintained, including broken or discarded furniture, appliances and other, household equipment stored in yard areas for a period exceeding one (1) week; packing boxes, lumber trash, dirt and other debris in areas visible from public property or neighboring properties; and vehicles parked or stored in other than approved parking areas.

b. Buildings. Owner shall not leave any buildings located on the Property in an unmaintained condition so that any of the following exist: violations of state law, uniform codes, or City ordinances; conditions that constitute an unsightly appearance that detracts from the aesthetics or value of the Property or constitutes a private or public nuisance; broken windows; graffiti (must be removed within 72 hours); and, conditions constituting hazards and/or inviting trespassers, or malicious mischief.

c. Safety and Security. Owner acknowledges that it is a priority of the City to facilitate the security and safety of the residents and surrounding community. Owner shall implement and maintain throughout the Term the following security measures in the Project:

i. Owner shall provide adequate safety and security services for occupants of the Project, including without limitation parking areas and pathway lighting and security cameras.

ii. Owner shall use best efforts to work with the City of Newark Police Department to implement and operate an effective neighborhood watch program.

iii. Owner shall provide added security including dead-bolt locks for every entry door, and where entry doors are damaged, replace them with solid-core doors.

d. City Right to Enter Property. The City shall have the right to enter on the Property and/or contact the City of Newark Police Department if it becomes aware of or is notified of any conditions that pose a danger to the peace, health, welfare or safety of the Tenants and/or the surrounding community, and to perform or cause to be performed such acts as are necessary to correct the condition. The City shall provide Owner notice of its contact with the City of Newark Police Department.

e. Documents and Reports. Documents and reports relating to security inspections, community complaints and concerns, and illegal activities on the Property shall be maintained and available for inspection by the City.

In the event that Owner breaches any of the covenants contained in this Section 5.6, and such default continues for a period of ten (10) days after written notice from City (with respect to graffiti, debris, and waste material) or thirty (30) days after written notice from City (with respect to landscaping, building improvements and general maintenance), then City, in addition to any other remedy it may have under this Agreement or at law or in equity, shall have the right, but not the obligation, to enter upon the Property and perform all acts and work necessary to protect, maintain, and preserve the improvements and the landscaped areas on the Property. All costs expended by City in connection with the foregoing, shall constitute an indebtedness secured by the Deed of Trust, and shall be paid by Owner to City upon demand. All such sums

remaining unpaid thirty (30) days following delivery of City's invoice therefor shall bear interest at the rate of 10% per annum.

Section 5.7 Social Services. Owner shall provide a variety of social services at the Development. Such social services are subject to the prior written approval of the City, in its reasonable discretion. Owner shall use its best efforts to create a comprehensive social service program that is targeted to the needs of the residents of the Development which may include, but is not limited to, the following services: after-school programs of an ongoing nature for school age children, financial planning skills, job coaching, and/or the availability of a bona fide services coordinator to the tenants. Owner shall ensure that all personnel providing or coordinating all social services shall be adequately trained and counseled, including with respect to the appropriate means and methods of communicating and interacting with residents. Any substantive decrease in the amount of social services to be provided at the Property shall be subject to prior reasonable approval of City and approval shall not be unreasonably withheld.

## ARTICLE 6.
## MISCELLANEOUS

Section 6.1 Transfers.

(a) For purposes of this Agreement, "Transfer" means any sale, assignment, or transfer, whether voluntary or involuntary, of: (i) any rights and/or duties under the Loan Documents; and/or (ii) any interest in the Development, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and Owner retains title. The term "Transfer" excludes the leasing of any single Unit in the Development to an occupant in compliance with this Regulatory Agreement.

(b) Except as otherwise permitted in this Section 6.1, no Transfer is permitted without the prior written consent of the City, which the City may withhold in its sole discretion.

(c) The City hereby approves the grant of the security interests in the Development for financing approved pursuant to the Satisfaction Agreement.

Section 6.2 Term. The provisions of this Agreement shall apply to the Property for the entire Term. This Agreement shall bind any successor, heir or assign of Owner, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by City.

Section 6.3 Notice of Expiration of Term.

(a) At least six (6) months prior to the expiration of the Term, Owner shall provide by first-class mail, postage prepaid, a notice to all Tenants containing (a) the anticipated date of the expiration of the Term, (b) any anticipated increase in Rent upon the expiration of the Term, (c) a statement that a copy of such notice will be sent to City, and (d) a statement that a public hearing may be held by City on the issue and that the Tenant will receive notice of the

hearing at least fifteen (15) days in advance of any such hearing. The Owner shall also file a copy of the above-described notice with City.

(b) In addition to the notice required above, Owner shall comply with the requirements set forth in California Government Code Sections 65863.10 and 65863.11. Such notice requirements include: (i) a three (3) year notice to existing tenants, prospective tenants and Affected Public Agencies (as defined in California Government Code Section 65863.10(a)) prior to the expiration of the Term, (ii) a twelve (12) month notice to existing tenants, prospective tenants and Affected Public Agencies prior to the expiration of the Term, (iii) a six (6) month notice requirement to existing tenants, prospective tenants and Affected Public Agencies prior to the expiration of the Term; (iv) a notice of an offer to purchase the Development to "qualified entities" (as defined in California Government Code Section 65863.11(d)), if the Development is to be sold within five (5) years of the end of the Term; and (v) a notice of right of first refusal within the one hundred eighty (180) day period that qualified entities may purchase the Development.

Section 6.4 Covenants to Run with the Land. City and Owner hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Property, provided, however, that on the expiration of the Term of this Agreement said covenants and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless City expressly releases such conveyed portion of the Property from the requirements of this Agreement.

Section 6.5 Enforcement by the City.

(a) If Owner fails to perform any obligation under this Agreement, and fails to cure the default within 30 days after City has notified the Owner in writing of the default or, if the default cannot be cured within 30 days, fails to commence to cure within 30 days and thereafter diligently pursue such cure, City shall have the right to enforce this Agreement by any or all of the following actions, or any other remedy provided by law:

(1) Action to Compel Performance or for Damage. City may bring an action at law or in equity to compel Owner's performance of its obligations under this Agreement, and/or for damages.

Section 6.6 Attorney's Fees and Costs. In any action brought to enforce this Agreement, the prevailing party shall be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

Section 6.7 Recording and Filing. City and Owner shall cause this Agreement, and all amendments and supplements to it, to be recorded against the Property in the Official Records of the County of Alameda.

Section 6.8 Governing Law. This Agreement shall be governed by the laws of the State of California.

Section 6.9 Amendments. This Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title, and duly recorded in the real property records of the County of Alameda, California.

Section 6.10 Notice. All notices given or certificates delivered under this Agreement shall be in writing and be deemed received on the delivery or refusal date shown on the delivery receipt, if: (i) personally delivered by a commercial service which furnishes signed receipts of delivery or (ii) mailed by certified mail, return receipt requested, postage prepaid, addressed as shown on the signature page. Any of the parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or communications shall be sent. Notices shall be sent to:

City: City of Newark
37101 Newark Blvd.
Newark, CA 94560
Attention: Community Development Director
(with copy to City Attorney)

Owner:

Section 6.11 Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Agreement shall not in any way be affected or impaired thereby.

Section 6.12 Multiple Originals; Counterparts. This Regulatory Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Section 6.13 Revival of Agreement after Foreclosure. In the event there is a foreclosure of the Property, this Regulatory Agreement will revive according to its original terms if, during the Term, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Development or a leasehold interest in the Property.

Section 6.14. Indemnification. Owner shall defend, indemnify and hold the City and its officials, officers, directors, employees, and agents (collectively, the "Indemnified Parties") harmless from and against any and all losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including reasonable attorneys' fees) which an Indemnified Party may incur as a result of Owner's failure to perform any obligation as and when required by this Agreement, or any act or omission by Owner, or any of Owner's contractors, subcontractors, agents, employees, licensees or suppliers with respect to the Development or the

Property, except to the extent that such losses are caused by the gross negligence or willful misconduct of such Indemnified Party. Owner shall pay immediately upon an Indemnified Party's demand any amounts owing under the indemnity provided under this Section 6.14. The duty of Owner to indemnify includes the duty to defend the Indemnified Party in any court action, administrative action, or other proceeding brought by any third party arising in connection with the Development or the Property with counsel reasonably approved by City. Owner's duty to indemnify the Indemnified Parties shall survive the expiration or earlier termination of this Agreement.

Section 6.15. Non-Liability of City Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to Owner or any successor in interest, in the event of any default or breach by the City, or for any amount of money which may become due to Owner or its successor or for any obligation of City under this Agreement.

Section 6.16. Action by the City. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the City is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City Manager or designee, without further approval by the City Council.

Section 6.17. Time is of the Essence. Time is of the essence in the performance of this Agreement.

Section 6.18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

IN WITNESS WHEREOF, the City and Owner have executed this Agreement by duly authorized representatives, all on the date first written above.

[signatures on following page]

**EXHIBIT F**

CITY:

CITY OF NEWARK, a California municipal corporation

By: _____
David Benoun, City Manager

Attest:

By: _____
Sheila Harrington, City Clerk

Approved as to Form:

By: _____
Kris Kokotaylo, City Attorney

OWNER:

By: _____
Name:
Its:

**EXHIBIT F**

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

STATE OF CALIFORNIA )
)
COUNTY OF _____ )

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

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

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

**EXHIBIT F**

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

STATE OF CALIFORNIA )
)
COUNTY OF _____ )

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

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

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

EXHIBIT A
Property Description

## I. General Plan Amendment

Pursuant to Newark Municipal Code Chapter 17.38, the City finds as follows:

A. *Reasons for the recommendation* - A General Plan Amendment is required to ensure consistency with the proposed residential density of the affordable housing component of the Mowry Village Project. The Project includes a 31-unit below-market-rate multifamily building located on Parcel H, which proposes a residential density of 36.1 dwelling units per acre. The existing General Plan land use designation for the entire site is Low Density Residential, which allows for a maximum density of less than 8.7 units per net acre and is generally intended for single-family homes on lots larger than 5,000 square feet. A General Plan Amendment is required to re-designate the affordable housing portion of the site to High Density Residential, which allows a maximum density of 60 units per net acre to support multifamily development at the proposed density.

B. *Findings related to supporting the recommendation –*

1. The request for the General Plan Amendment is consistent with the requirements and procedures set forth in the General Plan and Specific Plan;

2. The proposed Project (specifically including the General Plan Amendment, Specific Plan Amendment, Rezoning, Design Review, Vesting Tentative Tract Map No. 8517, Affordable Housing-Alternative Means of Compliance to Payment of Housing Impact Fee, and Density Bonus Waiver or Reduction of Development Standards) is consistent with the General Plan, including the following General Plan policies:

The Project is consistent with the General Plan, including the following General Plan policies:

*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.* The Project would result in new housing in an area adjacent to existing schools, parks, and retail centers, supporting a mixed-use balance that reduces travel distance for residents and creates a more complete neighborhood.

*Policy LU-1.2 Growth Focus Areas. Achieve a future growth pattern which includes new neighborhoods on vacant land along the southern and western edges of the city, and infill development in transit-served areas such as Old Town and the Greater NewPark Mall Area. Zoning and development review decisions should recognize these areas as the priority locations for growth and change over the next 20 years.* The Project denotes the type of development envisioned in General Plan Policy LU-1.2 by directing residential growth to a designated expansion area along Newark's western edge within the Area 3 and 4 Specific Plan. The project replaces a legal non-conforming industrial use with mainly low-density housing on a site that is already served by nearby infrastructure. By reallocating units from constrained subareas and utilizing land efficiently, the project supports the City's goal of facilitating orderly, sustainable growth in its priority development areas.

*Policy LU-1.10 Vacant and Underutilized Sites. Encourage the development of Newark's remaining vacant and underutilized sites for their highest and best use, consistent with the*

*designations shown on the General Plan Diagram. Future growth in the city should generally be directed to the areas identified in this General Plan.* The Project removes a salvage yard, an underutilized industrial site, and redevelops it into conforming low-density residential uses in line with the site's General Plan, Land Use Diagram (LU-1) designation.

*Policy LU-2.3 High-Quality Development. Maintain standards for medium-density, high-density, and mixed-use development that ensure high quality development and adequate buffering and screening from nearby lower density uses.* The Project supports this policy by incorporating thoughtful site planning, architectural diversity, and high-quality design features that contribute to a visually attractive and cohesive residential neighborhood. The project includes articulated two-story homes with varied massing and elevations, recessed garages, a consistent architectural palette, and an emphasis on pedestrian-scale design. Landscaped parkways and 4.89 acres of common open space provide visual relief and functional buffers between homes and streets. Additionally, the transition from a former industrial use to residential development is carefully managed through site remediation, perimeter fencing, and setbacks that enhance compatibility with surrounding uses. These features collectively reflect the City's commitment to high-quality, context-sensitive development that elevates Newark's built environment and aligns with the intent of Policy LU-2.3.

*Policy LU-2.7 Design Guidelines. Maintain design guidelines and a design review process that applies to building and site design throughout the city*. The Project is consistent with Policy LU-2.7 by adhering to the design standards established in the Areas 3 and 4 Specific Plan, which serve as the City's design guidelines for the project area. The project incorporates thoughtful site planning, diverse architectural styles, landscaped parkways, pedestrian-scale lighting, and signage that collectively enhance visual quality and neighborhood character. It also ensures appropriate transitions and compatibility with adjacent uses by replacing an incompatible industrial use with well-designed single-family homes that reflect the scale and form of nearby residential areas.

*Policy LU-2.5 Transitional Land Uses. Incorporate transitional land uses as buffers between land uses which are potentially incompatible.* The Project replaces an industrial salvage use with residential, which transitions the land use pattern in the area to align more closely with surrounding neighborhoods.

*Policy LU-3.5 Non-Conforming Uses. Work toward the eventual replacement or relocation of non-conforming industrial and heavy commercial uses located within areas designated for residential use on the General Plan Diagram.* The Project removes a legal non-conforming salvage yard operation within an area designated for residential use, thereby directly implementing this General Plan goal.

*Policy LU-7.1 Southwest Newark Residential and Recreational Project (Area 3 and 4 Development). Facilitate the development of the 637 acres formerly known as 'The Area 3 and 4 project' consistent with previously approved plans for this area. The residential holding capacity of this area shall be 1,260 units.* The Project allows full buildout of the Area 3 and 4 Specific Plan area by reallocating units to an unconstrained portion of Subarea D, consistent with environmental and infrastructure limitations elsewhere.

## II. Specific Plan Amendment and Planned Development (PD) Plan

Pursuant to Newark Municipal Code Chapter 17.12.60, the City finds as follows:

A. *The proposed development is consistent with the general plan and any applicable specific plan, including the density and intensity limitations that apply.* The proposed development is consistent with the goals and policies of the Newark General Plan and the Areas 3 and 4 Specific Plan, as amended. The project site is currently designated Low Density Residential, which is intended primarily for single-family residential development on lots greater than 5,000 square feet, with a maximum allowable density of less than 8.7 units per net acre. The Areas 3 and 4 Specific Plan further refines this designation by establishing four single-family lot sizes ranging from 3,150 to 4,800 square feet. The Mowry Village Project proposes 196 market-rate single-family detached homes across three lot types—45' x 75' (3,375 sf), 45' x 80' (3,600 sf), and 50' x 80' (4,000 sf)—all of which are consistent with the Specific Plan's development framework and support a mix of housing options.

In addition, the Project includes a 31-unit below-market-rate multifamily building located on Parcel H, which proposes a density of 36.1 dwelling units per acre. Due to the exceeded density limits of Low Density Residential, the Project includes a General Plan Amendment to apply a higher-density land use designation to Parcel H. With this amendment, the Project is consistent with applicable General Plan density and intensity standards, and it advances the City's goals of producing a range of housing types, including affordable units, in planned growth areas as outlined in the General Plan and Areas 3 and 4 Specific Plan.

B. *Adequate transportation facilities and public services exist or will be provided in accord with the conditions of development plan approval, to serve the proposed development; and the approval of the proposed development will not result in a reduction of traffic levels of service or public services so as to be a detriment to public health, safety, or welfare.* Adequate transportation facilities and public services currently exist or will be provided through conditions of approval to support the proposed Mowry Village Project. The Project has been evaluated through an Environmental Impact Report (EIR), including a transportation impact analysis that assessed vehicle trips, intersection performance, and vehicle miles traveled (VMT) in accordance with CEQA and City standards. While the Project would result in a significant and unavoidable impact related to VMT, mitigation measures, including transportation demand management strategies and regional fee programs, will be implemented. No intersection or roadway segment is projected to operate below acceptable levels of service as a result of the Project.

The Project will also dedicate 1.21 acres of right-of-way for the widening of Mowry Avenue and will construct internal private streets to City standards. Water, sewer, storm drainage, solid waste, and emergency response services are available and can be extended to the site as part of the subdivision improvements. The City's service providers have reviewed the Project and confirmed the adequacy of infrastructure and capacity. Accordingly, the proposed development will not result in a reduction of traffic performance or public services so as to be detrimental to public health, safety, or welfare.

C. *The proposed development will not have a substantial adverse effect on surrounding land uses and will be compatible with the existing and planned land use character of the surrounding area.* The proposed development will not have a substantial adverse effect on surrounding land uses and is compatible with both existing and planned land use character in the area. The project site is located within the Area 3 and 4 Specific Plan, which was adopted to guide the phased development of up to 1,260 residential units. While Subareas A, B, and C were originally intended to accommodate the full buildout, environmental constraints in Subareas B and C have limited the amount of developable land. The proposed project reassigns residential units to a disturbed, previously developed 29.2-acre site in Subarea D, thereby preserving sensitive wetlands and supporting the

overall residential vision of the Specific Plan. The lot sizes, architecture, and site layout are consistent with the character and standards of existing residential neighborhoods within Areas 3 and 4, including The Sanctuary and Sanctuary West projects, ensuring land use compatibility and cohesive neighborhood development. The remaining acreage in Subarea D retains the capacity for future recreational use consistent with the Specific Plan framework.

D. *The development generally complies with applicable adopted design guidelines.* The proposed development generally complies with the adopted design guidelines for Areas 3 and 4 Specific Plan. The project includes three lot sizes that fall within the ranges identified in the Specific Plan's land use and design framework and are consistent with the overall lot patterns established in nearby residential developments such as The Sanctuary and Sanctuary West. The architectural styles incorporate varied rooflines, recessed garages, articulated façades, and high-quality materials that reflect the Specific Plan's objectives for visual interest, neighborhood cohesion, and pedestrian orientation. Landscaping, lighting, and fencing elements have been designed to align with the area's established character, ensuring that the project contributes to a cohesive and high-quality residential environment.

E. *The proposed development is demonstratively superior to the development that could occur under the standards applicable to the underlying base district, and will achieve superior community design, environmental preservation and/or substantial public benefit.* The proposed development is demonstratively superior to what could occur under the standards of the base RS-6000 zoning district and achieves superior community design and environmental preservation. The project introduces a thoughtfully designed neighborhood that integrates smaller lot sizes, private streets, passive recreation pedestrian paths, and approximately 4.89 acres of common open space, which exceeds what would typically be required under the base zoning. Additionally, by locating the project on a previously developed industrial site, the project facilitates the removal of a legal non-conforming auto dismantling use and avoids development in wetland-constrained portions of Subareas B and C. This approach advances the Specific Plan's residential goals while preserving sensitive environmental resources. Although Subarea D was originally identified for recreational use, approximately 70 acres remain available for future public amenities, and the project provides long-term community benefits that would not be realized under conventional zoning or recreational reserve.

## III. Zoning Map Amendment

Pursuant to Newark Municipal Code section 17.39.080, the City finds as follows:

A. *The amendment is consistent with the General Plan.* The Project requires a Zoning Map Amendment to change the zoning of the project site from Park (PK) to RS-6000 (Single-Family Residential) and with a Planned Unit Development (PUD) overlay. The proposed RS-6000 zoning is consistent with the site's General Plan designation of Low Density Residential, which allows for single-family development at a density of less than 8.7 units per net acre. The PUD overlay enables implementation of a Planned Development Plan that ensures tailored standards for lot sizes, setbacks, and design elements, consistent with the goals of the Areas 3 and 4 Specific Plan. The project also requires a Zoning Map Amendment to change the .84 acre (Parcel H) to Residential High Density to allow the 36.1 du/ac density needed for the affordable housing building. The RH zoning change would allow up to 60 du/ac, which would be consistent with the General Plan amendments. The zoning amendments support applicable General Plan policies including LU-1.1

(Balance of Land Uses), LU-1.2 (Growth Focus Areas), LU-1.10 (Vacant and Underutilized Sites), and LU-7.1 (Area 3 and 4 Development) by enabling the productive reuse of a formerly industrial site for housing development in a planned growth area. Therefore, the Zoning Map Amendment is consistent with the General Plan.

B. *Any change in district boundaries is necessary to achieve the balance of land uses desired by the city, consistent with the general plan, and to increase the inventory of land within a given zoning district.* The Zoning Map Amendment reflects a shift from a recreational land use designation that is no longer feasible to one that supports much-needed residential development. The existing PK zoning was intended to support recreational facilities such as a golf course, but due to environmental constraints elsewhere in the Specific Plan area and the infeasibility of constructing a large-scale recreational use on the subject site, it is appropriate to rezone the site for residential use. The change allows for the reallocation of residential units from environmentally constrained areas (Subareas B and C) to an infill site (Subarea D) that is already disturbed, previously developed, and well-served by infrastructure. This adjustment increases the supply of land available for residential use and helps implement the City's housing goals in a balanced and environmentally responsible manner.

C. *The amendment will promote the growth of the city in an orderly manner and to promote and protect the public health, safety, peace, comfort, and general welfare.* The Zoning Map Amendment and accompanying Planned Development Plan will guide the orderly development of the site through the application of customized development standards that promote high-quality architecture, pedestrian connectivity, and integration of open space. The proposed development removes a heavy industrial use that is incompatible with surrounding neighborhoods and replaces it with a well-planned residential community, enhancing the character of the area while preserving sensitive wetland areas elsewhere in the Specific Plan boundary. The zoning change ensures consistency with the General Plan and Areas 3 and 4 Specific Plan, supports environmental preservation, and promotes public health, safety, and welfare by eliminating incompatible land uses, remediating the site, and providing new housing consistent with the City's long-term vision.

## IV. Design Review

Pursuant to Newark Municipal Code section 17.34.060, the City finds as follows:

A. *The overall design of the project including its scale, massing, site plan, exterior design, and landscaping will enhance the appearance and features of the project site and surrounding natural and built environment.* The Project would redevelop an industrial site currently occupied by a salvage yard and transform it into a thoughtfully designed residential neighborhood. The architectural massing and two-story scale of the homes are compatible with adjacent residential areas, particularly along Cherry Street, and the introduction of tree-lined private streets, articulated building facades, and usable open spaces will enhance the visual quality of the site and its surroundings.

B. *The project design is appropriate to the function of the project and will provide an attractive and comfortable environment for occupants, visitors, and the general community.* The Project includes three lot types and four architectural series to promote visual variety and housing diversity. Front-facing homes with recessed garages, consistent setbacks, and walkable internal streets contribute to a cohesive and pedestrian-friendly layout. An internal private park and shaded sidewalks create a comfortable, resident-oriented environment.

C. *Project details, materials, signage and landscaping, are internally consistent, fully integrated with one another, and used in a manner that is visually consistent with the proposed architectural design.* The architectural styles reflect traditional residential character with varied elevations, pitched roofs, and a coordinated material palette of stucco, wood trim, and stone accents. Entry monument signage and decorative fencing are designed to complement the homes and landscape, creating a unified community identity consistent with the Areas 3 and 4 Specific Plan design guidelines.

D. *The design of streetscapes, including street trees, lighting, and pedestrian furniture, is consistent with the intended character of the area.* The Project provides five-foot sidewalks, landscaped parkways with drought-tolerant trees and shrubs, and decorative LED pedestrian-scale lighting. These streetscape features support walkability and neighborhood identity while aligning with the Specific Plan's street typologies and planting guidelines. The project integrates bioswales and low-impact design (LID) elements within the parkways to manage stormwater on site.

E. *Parking areas are designed and developed to buffer surrounding land uses; compliment pedestrian-oriented development; enhance the environmental quality of the site, including minimizing stormwater run-off and the heat-island effect; and achieve a safe, efficient, and harmonious development.* The Project provides on-site parking in private driveways and garages accessed from alleys and shared lanes, minimizing visual impacts along primary street frontages. The site design promotes walkability by avoiding front-loaded garages and emphasizing porch-fronted homes. Stormwater is managed through landscaped areas, and heat-island effects are mitigated through tree shading and light-colored paving.

F. *Lighting and lighting fixtures are designed to complement buildings, be of appropriate scale, provide adequate light over walkways and parking areas to create a sense of pedestrian safety, and avoid creating glare.* The Project's lighting plan includes bollard lights along pedestrian paths, decorative streetlights along private streets, and shielded fixtures that conform to the City's lighting standards. Lighting levels will ensure visibility and comfort while maintaining compliance with Municipal Code limits on light trespass (e.g., 0.3 foot-candle at property lines).

G. *Landscaping is designed to be compatible with and enhance the architectural character and features of the buildings on site, and help relate the building to the surrounding landscape.* The landscape plan incorporates "Bay-Friendly" practices, including the use of native and drought-tolerant species, low-water irrigation systems, and integrated stormwater treatment areas consistent with Provision C.3 of the Municipal Regional Stormwater NPDES Permit. The internal park, private paseos, and landscaped parkways provide green relief and contribute to the aesthetic and environmental quality of the community.

## V. Vesting Tentative Map No. 8517

The City makes the following findings which indicate conformance with the State Subdivision Map Act and the City's Subdivision Ordinance (Newark Municipal Code Chapter 16.08):

A. *The proposed map is consistent with the Newark General Plan and the Areas 3 and 4 Specific Plan, as amended, in accordance with Government Code §65451*. The Project proposes to subdivide approximately 29.21 acres into 196 single-family residential lots, one lot (Parcel H) for a 30-unit below-market-rate multifamily building, private streets, and common open space parcels. The

subdivision is consistent with the amended Areas 3 and 4 Specific Plan, which reallocates previously unbuilt residential units from environmentally constrained Subareas B and C to Subarea D.

To accommodate the higher density on Parcel H, a General Plan Amendment is included as part of the Project to allow for residential densities greater than those permitted under the existing Low Density Residential land use designation. With this amendment, the Project is consistent with the General Plan and Specific Plan frameworks. The tentative map layout, lot sizes, parcel configuration, and circulation design implement the City's land use vision for Subarea D and comply with applicable development standards and infrastructure requirements.

B. *The subdivision site is physically suitable for the type and proposed density of development (Government Code Sections 66474(c), (d)).* The site is currently occupied by an industrial salvage yard and is proposed for conversion to residential use through a Specific Plan Amendment and General Plan Amendment. The site is flat, previously developed, and free of significant topographic, geologic, or environmental constraints that would limit residential use. The Project proposes to subdivide approximately 29 net acres into 196 single-family residential lots, one parcel for a 31-unit below-market-rate multifamily building, private streets, and open space parcels. The resulting density for the single-family component is approximately 7.0 dwelling units per net acre, consistent with the Low Density Residential designation. The 31-unit below-market-rate multifamily building located on Parcel H will exceed that density and is supported by a General Plan Amendment to allow for higher-density development on that parcel. The proposed land uses are compatible with the greater surrounding residential neighborhoods, and the subdivision represents an appropriate and efficient infill development opportunity in a planned growth area.

C. *The tentative tract map is consistent with the intent of applicable subdivision design or improvements of the tentative tract map are consistent with the city's general plan and any applicable specific plan.* The subdivision design, including lot layout, street alignment, access points, and utility infrastructure, complies with the City's subdivision design standards and the Areas 3 and 4 Specific Plan. The Project includes internal private streets, pedestrian sidewalks, landscaping, and public right-of-way dedication for the widening of Mowry Avenue. The infrastructure and design elements are consistent with applicable engineering standards and the vision for coordinated residential development in this area of the city.

D. *The subdivision design and proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat (Government Code Section 66474(e)).* Most of the site is highly disturbed and previously developed, with no identified sensitive habitat on-site. The certified Final Environmental Impact Report (FEIR) concluded that all biological and environmental impacts can be mitigated to less-than-significant levels. Furthermore, by reallocating units away from wetland-constrained areas of Subareas B and C, the Project avoids potentially significant environmental impacts elsewhere in the Specific Plan area.

E. *The design of the subdivision or type of improvements will not cause serious public health concerns (Government Code Section 66474(f)).* The Project includes the remediation of a former auto dismantling facility in accordance with applicable environmental standards. All improvements will be constructed in compliance with City engineering, building, and public health regulations. The subdivision will be served by existing municipal water, sewer, and emergency services, and no use of hazardous materials or unsafe conditions are anticipated.

F. *The design of the subdivision or the type of improvements will not conflict with easements,*

*acquired by the public at large, for access through or use of property within the proposed subdivision; or alternate easements are provided pursuant to Government Code Section 66474(g).* The City has reviewed the title and survey information and has confirmed that the proposed subdivision does not conflict with any known public access easements. All necessary utility and access easements are identified on the tentative map, and new easements will be recorded as required to ensure adequate service access and connectivity.

G. *The design or improvements of the tentative map are consistent with the city's general plan and any applicable specific plan.* The tentative map establishes 196 single-family residential lots, one lot (Parcel H) for a 31-unit below-market-rate multifamily development, private internal streets, and common open space parcels. The subdivision layout, lot sizes, and circulation system are consistent with the amended development framework for Subarea D, which reallocates residential units from constrained subareas and promotes infill development. While the multifamily component on Parcel H exceeds the density permitted under the Low Density Residential designation, a General Plan Amendment is included as part of the Project to ensure consistency. As amended, the Project supports General Plan policies promoting orderly growth, a variety of housing types, and long-term housing production, while enhancing neighborhood connectivity and compatibility with surrounding uses.

H. *The subdivision is designed to provide for future passive or natural heating or cooling opportunities (Government Code Section 66473.1).* The orientation and spacing of lots provide adequate solar access and opportunities for passive heating and cooling. The layout accommodates landscape buffering, pedestrian pathways, and open space areas that support natural ventilation and shading. The Project will have infrastructure that will allow it to be 100% electric. The Project will also be subject to the energy efficiency standards in Title 24 of the California Building Code at the time of construction.

I. *The tentative tract map, including design and improvement, shall comply with all the applicable provisions and requirements of Title 17, the latest municipal stormwater permit issued to the city by the regional water quality control board, this title, any other ordinance of the city, and the Subdivision Map Act.* The Project has been reviewed for compliance with Title 17 (Zoning), Title 16 (Subdivisions), and the Municipal Regional Stormwater NPDES Permit (Provision C.3). The site design incorporates bioretention areas, stormwater treatment measures, and low-impact development (LID) practices to manage runoff in accordance with applicable water quality regulations. Final improvement plans will be reviewed by City staff for compliance with all local and regional requirements.

## VI. Alternative Means of Compliance

The City makes the following findings which indicate conformance with Newark Municipal Code Section 17.18.050:

A. *The proposed alternative means of compliance fulfills the purposes of this chapter as set forth in Section 17.18.010, Purpose.* The Project includes an on-site Affordable Housing Plan that proposes the construction of 31 units below-market-rate, including 10 units for very low-income households, 20 units for low-income households and a manager unit in lieu of payment of the Housing Impact Fee. This approach fulfills the purposes of Newark Municipal Code Chapter 17.18 by directly increasing the supply of affordable housing within the city and promoting an economically balanced community with housing available to households of all income levels, which is only possible if some of the housing built within the city is affordable to households with limited

incomes.

B. *The proposed alternative means of compliance will further affordable housing opportunities in the city to an equal or greater extent than compliance with the requirements of Section 17.18.020, Housing Impact Fee, and will fully mitigate the impact of the project on the need for affordable housing.* The construction of a 31-unit below-market-rate multifamily building represents a greater affordable housing benefit than would be achieved through payment of the Housing Impact Fee alone. These units will be deed-restricted within an amenity-rich area. The Project provides a long-term and tangible contribution to the City's affordable housing stock and fully mitigates the demand generated by the proposed development

C. *The proposed alternative means of compliance would better address the city's needs than compliance with the requirements of Section 17.18.020, Housing Impact Fee. The City's most pressing affordable housing need is the physical delivery of affordable units, particularly for very low- and low-income households. By producing affordable units on-site, the Project avoids the uncertainty and time lag associated with fee collection and third-party development.* This proposal provides a more direct and timely response to the City's housing needs, furthers regional housing obligations (RHNA), and ensures economic integration within the project neighborhood. Therefore, the proposed alternative better addresses the City's needs than the payment of the impact fee.

D. *The proposed alternative means of compliance will not unduly concentrate affordable housing in one geographic area so as to result in housing segregation.* The Project site is located in Subarea D of the Areas 3 and 4 Specific Plan and will result in a new residential neighborhood that includes a mix of affordable and market-rate homes. The 31 affordable units will be physically integrated and clustered within the development. The site is within an area served by high-quality schools, parks, and services. Therefore, the proposed affordable housing plan does not result in an undue geographic concentration of affordable housing and will not contribute to housing segregation within the city.

## VII. Density Bonus for Affordable Housing

Pursuant to Newark Municipal Code Section 17.19.050(B), the City must approve such waivers unless it makes one or more of the following findings:

A. *The waiver or modification would have a specific, adverse impact upon health, safety, or the physical environment that cannot be mitigated.* The City finds that none of the requested waivers would result in a specific, unmitigable adverse impact on health, safety, or the physical environment. The Project has been reviewed through a comprehensive Environmental Impact Report (EIR), which concluded that, except for transportation-related vehicle miles traveled (VMT), all potentially significant environmental impacts can be mitigated to a less-than-significant level. The proposed reductions in lot depth, height, setbacks, parking and open space standards do not affect grading, hazardous materials, or utility infrastructure in a way that would compromise health or safety. Adequate building separation, fire access, stormwater treatment, and emergency response access are maintained. Therefore, this exception does not apply.

B. *The waiver or modification would have an adverse impact on real property listed in the California Register of Historical Resources.* The Project site does not include, and is not adjacent to, any property listed on the California Register of Historical Resources. The site is currently

occupied by an auto dismantling facility with no historic structures or features. Cultural resource analysis conducted as part of the EIR confirmed that no known historic or archaeological resources exist on-site or would be affected by Project implementation. Therefore, the requested waivers would not have any adverse impact on properties listed on the California Register, and this exception does not apply.

C. *The waiver or modification would be contrary to state or federal law.* The requested waivers are consistent with the State Density Bonus Law (Government Code Section 65915) and Newark Municipal Code Chapter 17.19. They do not violate any provision of federal fair housing law, the California Building Code, or other applicable regulations. Rather, they are explicitly authorized by statute to facilitate the inclusion of affordable housing. The granting of such waivers is required unless one of the narrow exceptions applies, which, in this case, none do. Therefore, granting the waivers is not contrary to state or federal law.

**EXHIBIT 8**

Density Bonus Waivers for Affordable Housing Building/Site

| Waivers | | |
|---|---|---|
| Standard | Requirement | Proposed |
| Lot Depth | 100 | 80 |
| Building Height | 35* | 38 |
| Front Setback | 15 | 10 |
| Steet Side Yard | 15 | 8 |
| Unit Open Space | 200 | 0 |
| Parking | .25 | .13 |

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL TO APPROVE CERTIFICATION OF THE FINAL ENVIRONMENTAL IMPACT REPORT (FEIR), AND ADOPT FINDINGS ON IMPACTS, MITIGATION MEASURES AND ALTERNATIVES, A STATEMENT OF OVERRIDING CONSIDERATIONS, AND A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE "MOWRY VILLAGE" SUBDIVISION PROJECT AT 7400–7550 MOWRY AVENUE (APNS 537-0850-001-11, 537-0850-001-13, AND 537-0850-002-00)

WHEREAS, Mowry Project Owner, LLC ("Applicant"), submitted applications for a General Plan Amendment, Specific Plan Amendment, Rezone, Vesting Tentative Tract Map, Design Review, Alternative Means of Compliance, and Density Bonus Waiver for the "Mowry Village" subdivision project, an approximately 29.1 acres site located at 7400–7550 Mowry Avenue (APNs 537-0850-001-11, 537-0850-001-13, and 537-0850-002-00) ("Project Entitlements"); and

WHEREAS, the project proposes demolition of the existing auto dismantler ("Pick-n-Pull") and construction of 196 market-rate single-family detached homes, a 31-unit multifamily building consisting of 30 deed-restricted affordable units and one manager's unit, on-site private streets, utility and drainage improvements, off-site roadway improvements (including the widening of Mowry Avenue), and approximately 4.89 acres of open space ("Partial Affordable Project"); and

WHEREAS, the City issued a Notice of Availability/Notice of Completion of the Draft EIR for the Project on August 2, 2023, announcing the availability of the Draft EIR for public review and comment ("DEIR or Draft EIR") for a 45-day public review and comment period, which expired on September 18, 2023; and

WHEREAS, the City prepared a Responses to Comments/Final EIR that was released to the public, including commenting agencies, on October 3, 2025, which responded to all comments received on the Draft EIR during the comment period and made some edits to the Draft EIR. The Final EIR is incorporated herein by reference and available at www.NewarkCA.Gov; and

WHEREAS, the Final EIR contains a description of the Partial Affordable Project as Alternative 5, an analysis of its impact, and a comparison of its impacts to those of the proposed Project and other alternatives analyzed in the Draft EIR; and

WHEREAS, the Environmental Impact Report (SCH #2021110436) ("EIR") consisting of the Draft EIR and Responses to Comments/Final EIR has been prepared pursuant to the California Environmental Quality Act ("CEQA" (Public Resources Code § 21000 et seq.)) to

analyze the environmental effects of the project and alternatives, including the Partial Affordable Alternative; and

WHEREAS, CEQA and Section 15000 et. seq. of Title 14 of the California Code of Regulations ("CEQA Guidelines") which govern the preparation, content, and processing of environmental impact reports, have been fully implemented in the preparation of the EIR; and

WHEREAS, on November 19, 2025, the City Planning Commission held a public hearing on the Project Entitlements, the EIR and proposed Resolutions to recommend to the City Council approval of the Project Entitlements and certification of the EIR and adoption of findings on impacts, mitigation measures and alternatives, a statement of overriding considerations and a mitigation monitoring and reporting program ("Resolutions"). After the close of the public hearing, the Planning Commission voted 5-0 to adopt the Resolutions; and

WHEREAS, on December 11, 2025, the City Council held a public hearing on the Project Entitlements for the Partial Affordable Project, certification of the EIR, adoption of the environmental findings (Exhibit 1) and Statement of Overriding Considerations (Exhibit 2) and adoption of the Mitigation Monitoring and Reporting Program (Exhibit 3); and

WHEREAS, the City Council has reviewed the EIR, the staff reports pertaining to the EIR, all evidence received by the City Council at public meetings and hearings relating to the Partial Affordable Project and EIR, and the record of proceedings as a whole, all of which documents and evidence are hereby incorporated by reference into this Resolution; and

WHEREAS, the EIR identified certain significant and potentially significant adverse effects on the environment caused by the proposed project and alternatives (including the Partial Affordable Project) most of which are mitigated to less than significant, except for the impact relating to vehicle miles traveled (VMT) which cannot be reduced to less than significant and remain significant and unavoidable; and

WHEREAS, the Statement of Overriding Considerations sets forth certain overriding economic, social, and other considerations for approving the Partial Affordable Project despite the significant and unavoidable impact on VMT; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark certify the EIR and make findings on the environmental impacts of the Partial Affordable Project (Alternative 5 in the Final EIR) under CEQA as follows:

1. The EIR has been completed in compliance with CEQA and the CEQA Guidelines.
2. The City Council has independently reviewed and considered the record and the EIR prior to making its decision to certify the EIR and taking any action to approve the Partial Affordable Project.
3. The EIR represents the independent judgment, review and analysis of the City.

4. The EIR provides information to the decision-makers and the public on the environmental consequences of the Partial Affordable Project.
5. The EIR adequately discusses the potential adverse environmental effects, ways in which such effects might be mitigated, and alternatives to the Partial Affordable Project which would reduce or avoid such adverse effects.
6. The EIR is adequate to support all actions in connection with the approval of the Partial Affordable Project and all other actions necessary for approval of the Partial Affordable Project.
7. Adopt the CEQA findings in Exhibit 1 to this Resolution, including Findings on Impacts and Mitigation Measures, Rejection of Certain Alternatives and Mitigation Measures as Infeasible, and Adopting a Statement of Overriding Considerations as set forth in Exhibit 2.
8. Adopt the Mitigation Monitoring and Reporting Program in Exhibit 3 of this Resolution.
9. The documents and other materials that constitute the record of proceedings upon which the City Council has based its decision are located in and may be obtained from, the City Clerk or Planning Dept, City of Newark, 37101 Newark Blvd, Newark, CA 94560. The City Clerk is the custodian of records for all matters before the City Council.

Exhibits:

1: Findings on Impacts and Mitigation Measures, Rejection of Certain Alternatives and Mitigation Measures as Infeasible

2: Statement of Overriding Considerations

3: Mitigation Monitoring and Reporting Program

**EXHIBIT 1**

**FINDINGS ON IMPACTS AND MITIGATION MEASURES, REJECTION OF CERTAIN ALTERNATIVES AND MITIGATION MEASURES AS INFEASIBLE**

## I. Introduction

On behalf of the City of Newark (City), and pursuant to the California Environmental Quality Act (CEQA) and Title 14, Chapter 3 of the California Code of Regulations (CEQA Guidelines), the City's Planning Division has prepared an Environmental Impact Report (EIR) for the Mowry Village Project (proposed project). The City is the lead agency for the EIR.

Approval of a project with significant impacts requires that findings be made by the lead agency pursuant to CEQA (California Public Resources Code, Section 21000, et seq.), and State CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3) Sections 15043, 15091, and 15093. CEQA Guidelines Section 15092(b) requires the findings associated with the significant impacts of a project that are either: (1) mitigated to a less than significant level pursuant to the mitigation measures identified in the EIR; or (2) mitigation measures notwithstanding have a residual significant impact that requires a Statement of Overriding Consideration be supported by substantial evidence in the administrative record, which includes the documents, materials, and other evidence. The Mowry Village Project Final EIR (FEIR), which includes the Draft EIR (DEIR) and responses to comments on the DEIR, and as supported by the administrative record, concluded that all project impacts, except for impacts related to transportation, would be mitigable to less than significant. The FEIR and DEIR concluded that impacts related to vehicle miles traveled (VMT) under transportation would be significant and unavoidable even with implementation of mitigation measures.

These findings are organized as follows:

**Section V.A: Findings Regarding No Impact or Less than Significant Impacts.** This section provides the City's findings associated with impacts identified as "no impact" or "less than significant" in the FEIR.

**Section V.B: Findings Regarding Potentially Significant Impacts.** This section provides the City's findings with respect to impacts identified as potentially significant that are reduce to less than significant through the adoption of feasible mitigation measures identified in the FEIR.

**Section V.C: Findings Regarding Significant and Unavoidable Impacts.** This section provides the City's findings with respected to impacts identified as significant and unavoidable that have impacts that cannot be reduced to a less than significant level even with adoption of feasible mitigation measures identified in the FEIR.

## II. Project Environmental Review

The DEIR addressed the potential environmental effects of the proposed project. The City distributed a Notice of Preparation (NOP) of a DEIR beginning on November 30, 2021. The NOP was distributed for a 30-day comment period that ended on January 3, 2022. The Public Scoping Meeting on the DEIR was held on December 14, 2021. The comments received on the NOP and during the Public Scoping Meeting were considered in the preparation of the DEIR. The scope of the DEIR included the potential impacts identified in the NOP and issues raised by agencies and the public in response to the NOP.

The City of Newark filed a Notice of Completion (NOC) with Governor's Office of Land Use and Climate Innovation (LCI) to begin the public review period for the DEIR (PRC, Section 21161). Concurrent with the NOC, the DEIR has been distributed to responsible and trustee agencies, other affected agencies, surrounding cities, and interested parties, as well as to all parties requesting a copy of the DEIR in accordance with PRC Section 21092(b)(3). The DEIR was published by the City and available for review for a 45-day public review period that began on August 2, 2023 and ended on September 18, 2023. The DEIR, including the technical appendices, are available for review online on the City's website at: https://www.newark.org/departments/community-development/planning-division/projects-under-environmental-review.

During the public review period, the interested public and responsible and trustee agencies were invited to submit comments on the DEIR to the City's Community Development Department. Verbal comments on the DEIR were also accepted at the Planning Commission meeting held on August 22, 2023.

Following the completion of the public review period, the City reviewed all comments received on the DEIR and prepared a FEIR. The FEIR, which incorporates by reference the DEIR, includes all comments received during the public review period, responses to those comments, and also describes any changes to the DEIR that resulted from the comments received. All persons who commented on the DEIR have been notified of the availability of the FEIR and all responses to comments submitted on the DEIR by public agencies have been provided to those agencies at least 10 days prior to the City Council consideration of the EIR.

Section 21081.6 of CEQA requires lead agencies to adopt a mitigation monitoring or reporting program (MMRP) for any project for which it has made mitigation findings pursuant to Section 21081. The City has prepared a MMRP.

The EIR is the subject of these Findings and presented for certification consists of the DEIR and the FEIR.

The City and responsible agency approvals necessary for implementation of the project are:

| Jurisdiction | Permits/Approval |
|---|---|
| City of Newark | Certification of CEQA document<br>Adoption of MMRP<br>Adoption of Findings of Facts and Statement of Overriding Considerations<br>General Plan Amendment<br>Rezone Amendment<br>Planned Unit Development<br>Specific Plan Amendment<br>Vesting Tentative Map<br>Design Review<br>Grading, Building, and Encroachment Permit |
| Other Agencies | USD Stormwater Discharge Permit<br>State Water Resources Control Borad National Pollutant Discharge Elimination System Construction General Permit<br>San Francisco Bay Conservation and Development Commission Administrative Permit |

The EIR was prepared to meet all applicable CEQA requirements necessary to support these actions by the City Council and the responsible agencies.

## III. Mowry Village Project Amendments and Environmental Review

### *A. Record of Proceedings and Custodian of Record*

For purposes of CEQA and these Findings, the record of proceedings consists of the following documents and testimony, at a minimum:

- The EIR, which consists of the *Mowry Village Project Draft Environmental Impact Report* (State Clearinghouse No. 2021110436), dated August 2, 2023 and published and circulated for public review and comment by the City from August 2, 2023 through September 18, 2023 (the DEIR), and the *Mowry Village Project Final Environmental Impact Report*, published and made available for public review on October 3, 2025 (the FEIR), and all appendices, reports, documents, studies, memoranda, maps, testimony, and other materials related thereto;
- All public notices issued by the City in connection with the project and the preparation of the DEIR and the FEIR, including but not limited to public notices for all public workshops and scoping sessions held to seek public comments and input on the project;
- All written and oral communications submitted by agencies or interested members of the general public during and immediately after the public review periods for the DEIR and FEIR, including oral communications made at public hearings or meetings held for the project;
- All minutes, testimony, statements, comments and other materials memorializing, describing or relating to workshops, meetings, scoping sessions, and hearings conducted by the City Council, City's Planning Commission, and all other departments of the City relating to the City's review and consideration of the project;
- All other public reports, studies, documents, memoranda, maps, or other materials reviewed and/or considered by the City in connection with its review and consideration of the proposed project, the DEIR, the FEIR, and the MMRP, whether prepared by the City, its consultants, or by third parties;
- All matters of common knowledge to the members of the City's City Council, including but not limited to: (i) the City's General Plan, zoning ordinance, and other applicable policies and ordinances; (ii) information regarding the City's fiscal status and economic and development patterns and trends; (iii) federal, state and local laws, regulations, guidelines and publications applicable to or affecting the project; and (iv) reports, projections, documents and other materials regarding statewide, regional, and local planning and development matters within and outside of the City; and
- All other documents and materials relating to the proposed project as described in PRC Section 21167.6, as applicable.

The record of proceedings is available for review by responsible agencies and interested members of the public during normal business hours at 37101 Newark Boulevard, Newark, California. The custodian of these documents is the City of Newark Clerk's Office.

## IV. Proposed Project, Project Alternatives and Selection of Alternative 5 Partial Affordable Housing Alternative

The proposed project evaluated in the DEIR involves implementation of the Mowry Village Project which includes development of an approximately 29 acre site located in the City of Newark in southwestern Alameda County, California, southwest of the intersection of Mowry Avenue and the Union Pacific Railroad (UPRR) tracks, west of Cherry Street as follows: demolition of existing on-site structures and remediation of the site to redevelop the site with 203 single-family detached homes. The proposed project would also include additional on- and off-site improvements including, but not limited to, construction of on-street parking, drive aisles, utility improvements, LID drainage and water quality treatment areas, construction of secondary emergency vehicle access (EVA) point, landscaping and widening of Mowry Avenue.

The DEIR evaluated the potentially significant, adverse, and beneficial environmental impacts resulting from the proposed project. As identified in the DEIR and FEIR, the proposed project was determined to result in a significant and unavoidable impact related to transportation, specifically VMT. In addition to the proposed project, the DEIR included an analysis of project alternatives which were developed to lessen the significant impacts, including the significant and unavoidable impact related to VMT, that were identified in the DEIR.

The CEQA Guidelines require that an EIR describe a reasonable range of alternatives that would feasibly attain most of the basic project objectives but would avoid or substantially lessen any of the significant environmental effects of the project, and then evaluate the comparative merits of such alternatives. (Guidelines §15126(a)).

In accordance with CEQA Guidelines 15126.6, the DEIR contained a comparative impact assessment of alternatives to the proposed project. The primary purpose of the assessment was to provide decision-makers and the public with a reasonable number of feasible project alternatives that could attain most of the basic project objectives while avoiding or reducing any of the project's significant adverse environmental effects. Important considerations for the alternatives' analyses are provided below:

- An EIR need not consider every conceivable alternative to a project;
- An EIR should identify alternatives that were considered by the lead agency, but rejected as infeasible during the scoping process;
- Reasons for rejecting an alternative include:
    - Failure to meet most of the basic project objectives
    - Infeasibility
    - Inability to avoid significant environmental effects of the proposed project

A range of potential alternatives was developed and subjected to the screening criteria in the Draft EIR. Several representative alternatives were considered. There was no attempt to include every conceivable alternative. The following criteria were used to screen potential alternatives:

- Does the alternative meet most of the project objectives?
- Is the alternative potentially feasible?
- Would the alternative substantially reduce one or more of the significant impacts associated with the project?

The four project alternatives considered in the Draft EIR include Alternative 1: No Project Alternative, Alternative 2: Multi-Family Residential Alternative, Alternative 3: Reduced Density Alternative, and Alternative 4: 100 Percent Affordable Housing Alternative. These four alternatives were developed to lessen the significant impacts, including significant and unavoidable impact related to VMT, that were identified in the DEIR. A description of each alternative and the findings are outlined below and set forth in full in the EIR.

In addition to the four project alternatives considered in the DEIR, an additional project alternative, Alternative 5: Partial Affordable Housing Alternative was identified in the FEIR based on comments received on the DEIR and at the discretion of the project applicants. A description of the additional alternative included in the FEIR and the findings are outlined below.

### *A. DEIR Project Alternatives*

The following four alternatives described below were analyzed in the DEIR.

**Alternative 1: No Project Alternative.**

**Description.** The No Project Alternative assumes that no additional development would occur on the project site. Under this alternative, the project site would remain developed with the existing structures for commercial uses. The existing structures and surface lot would continue to be used as an auto part and scrap metal salvage lot. The northern parcel of the project site would continue to be undeveloped land.

**Finding.** The No Project Alternative would reduce the significant and unavoidable impact to VMT, but it would have greater impacts to energy, geology and soils, GHGs, hazards and hazardous materials, hydrology and water quality, land use and planning, and noise. Additionally, the No Project Alternative would not achieve any of the project objectives shown below:

- Implement the City's General Plan by developing the site with low-density residential;

- Support the City in meeting its Regional Housing Needs Allocation (RHNA) target assigned by the Association of Bay Area Governments (ABAG);
- Provide high quality residential development including a mix of lot sizes;
- Minimize environmental impacts associated with residential development by siting the project on developed and disturbed lands;
- Remediate contaminated soil on-site to levels suitable for residential development;
- Create a residential development that integrates multi-modal transportation (pedestrian, bicycle, automobile) and connects the development to existing, nearby bus transit stops and active centers by improving Mowry Avenue and upgrading the at-grade vehicular and pedestrian crossing along Mowry Avenue at the UPRR railroad tracks to increase safety.

**Alternative 2: Multi-Family Residential Alternative.**

**Description.** Under the Multi-family Residential Alternative, the project would include the demolition of existing uses and remediation of existing contaminants on-site, same as the proposed project. However, under this alternative, the project would develop 405 multi-family residential units. Under the Multi-family Residential Alternative, the project would construct 405 multi-family residential units on 29 acres, resulting in a density of approximately 14 units per acre and therefore, would require a General Plan Amendment from Low Density Residential to Medium Density Residential to allow for the increased density. This alternative would provide multi-family residential units that range from garden apartments and condominiums to townhomes and row houses that would have a maximum building height of 60 feet, in accordance with the development standards of the Areas 3 and 4 Specific Plan.

**Finding.** The Multi-family Residential Alternative would not eliminate or reduce the significant and unavoidable impact to VMT. This alternative would have equivalent impacts compared to the proposed project on aesthetics, biological resources, cultural resources, geology and soils, hazards and hazardous materials, land use and planning, mineral resources, population and housing, tribal cultural resources, and wildfire. The Multi-family Residential Alternative would result in greater impacts to air quality, energy, GHG, noise public services, recreation, and utilities and service systems. The Multi-family Residential Alternative would not achieve the project objective shown below:

- Implement the City's General Plan by developing the site with low-density residential.

All other project objectives would be achieved at an equivalent or better level than the proposed project under this alternative. This alternative would require modification of the site layout and conversion from single-family residential units to multi-family residential units. This alternative would result in a density of 14 units per acre and would require a General

Plan Amendment to designate the site as medium density residential. As such, this alternative would not meet the project objective to provide low density residential uses at the site.

**Alternative 3: Reduced Density Alternative.**

**Description.** Under the Reduced Density Alternative, the project site would be developed with 64 single-family detached residential homes on the 29 acre project site. The Reduced Density Alternative would have a resulting density of approximately 2.2 dwelling units per acre which is within the allowable density of 8.7 dwelling units per acre for the Low Density Residential General Plan land use designation. The Reduced Density Alternative would continue to involve the demolition of existing uses and structures at the project site, remediation of the project site, and would involve additional on- and off-site improvements, similar to the proposed project. Though the Reduced Density Alternative's density of 2.2 dwelling units per acre would be within the allowable density for Low Density Residential General Plan land use designation, it would underutilize the allowable density of the designation of the project site.

**Finding.** Though the Reduced Density Alternative would not result in a net increase in VMT above existing conditions, VMT generated by this alternative would be above the threshold of significance and therefore, this alternative would not eliminate the significant and unavoidable impact to VMT. This alternative would have equivalent impacts compared to the proposed project on aesthetics, agriculture and forestry resources, biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, population and housing, transportation, tribal cultural resources, and wildfire. The Reduced Density Alternative would have less impacts compared to the proposed project on air quality, energy, GHG, noise, public services, recreation, and utilities and service systems. The Reduced Density Alternative would achieve all of the project objectives. However, the Reduced Density Alternative was determined to meet two of the project objectives to a lesser degree than the proposed project as this alternative would provide substantially less units to contribute to the City's RHNA and would not provide a significant mix of lot sizes. The remaining four objectives were determined to be met at an equivalent level to the proposed project.

Though the Reduced Density Alternative's density of two units per acre would be within the allowable density for Low Density Residential General Plan land use designation, it would underutilize the allowable density of the designation of the project site. Additionally, the Areas 3 and 4 Specific Plan did not envision lot sizes for residential developments with a two unit per acre density. The demolition of the existing uses, remediation of the project site, and construction of single-family homes within the project site would be extensive and costly and the high costs the Applicant would incur from development of this alternative would be greater than the revenue generated by development of this alternative.

**Alternative 4: 100 Percent Affordable Housing Alternative.**

**Description.** Under the 100 Percent Affordable Housing Alternative, the project would include the demolition of existing uses and remediation of existing contaminants on-site, same as the proposed project. This alternative is similar to the Multi-family Residential Alternative; however, under this alternative, the project would develop 405 multi-family residential units that are 100 percent affordable. Under the 100 Percent Affordable Housing Alternative, the project would construct 405 affordable multi-family residential units on 29 acres, resulting in a density of approximately 14 units per acre and therefore, would require a General Plan Amendment from Low Density Residential to Medium Density Residential to allow for the increased density. This alternative assumed that no density bonus law would be applied. This alternative would provide multi-family residential units that range from garden apartments and condominiums to townhomes and row houses that would have a maximum building height of 60 feet, in accordance with the development standards of the Areas 3 and 4 Specific Plan.

**Finding.** The 100 Percent Affordable Housing Alternative would not eliminate or significantly reduce the significant and unavoidable impact to VMT. Under this alternative, the project would have equivalent impacts compared to the proposed project on aesthetics, biological resources, cultural resources, geology and soils, hazards and hazardous materials, land use and planning, mineral resources, population and housing, tribal cultural resources, and wildfire. The 100 Percent Affordable Housing Alternative would result in greater impacts to air quality, energy, GHG, noise, public services, recreation, and utilities and service systems. The 100 Percent Affordable Housing Alternative would not achieve the project objective shown below:

- Implement the City's General Plan by developing the site with low-density residential.

All other project objectives would be achieved at an equivalent or better level than the proposed project under this alternative. This alternative would require modifications to the site layout and conversion of units from single-family residential units to multi-family residential units. This alternative would result in a density of 14 units per acre and would require a General Plan Amendment to designate the site as medium density residential. As such, this alternative would not meet the project objective to provide low density residential uses at the site.

### *B. FEIR Project Alternative*

In addition to the four alternatives described above, based on comments received on the DEIR and at the discretion of the project applicants, an additional alternative was identified in the FEIR to provide an alternative to potentially reduce the significant and unavoidable transportation impact identified in the DEIR. The Partial Affordable Housing Alternative has

been included in the FEIR as an additional alternative for the proposed project. The Partial Affordable Housing Alternative is described below.

**Alternative 5: Partial Affordable Housing Alternative.**

**Description.** Under the Partial Affordable Housing Alternative, the number of single-family residential units would be reduced from 203 units to 196 units and would include the addition of 30 affordable multi-family residential units and one manager's unit. In total the Partial Affordable Housing Alternative would provide 227 residential units consisting of 196 single-family units, 30 affordable multi-family units and one manager's unit. The Partial Affordable Housing Alternative would be located on the same project site within the same footprint and would also include the demolition of existing uses and remediation of the existing soil and groundwater contamination. The 30 affordable multi-family units under this alternative would be designed as low and very-low income rental units. The 30 affordable units would be located on 0.84 acres of the total project site and would be located in the northeast corner of the project site.

Under this alternative, the single-family detached homes would retain the same range of floor plans and architectural styles as the proposed project. The multi-family units proposed under this alternative would be constructed in a three-story building and would have a maximum building height of 60 feet in accordance with the development standards of the Areas 3 and 4 Specific Plan. The gross building area of the proposed affordable building would be 29,535 square feet with Level 1 of the building proposed to be 11,135 square feet and Levels 2 and 3 would be 9,200 square feet each. The proposed affordable building would contain a combination of studios, one-bedroom units, two-bedroom and three-bedroom units. Additionally, the architectural style of the affordable building would be consistent with the architectural styles of the single-family homes. A total of 30 parking stalls would be constructed in a parking lot on the same parcel as the multi-family structure to provide one parking space per unit. The Partial Affordable Housing Alternative would include all proposed on- and off-site improvements outlined for the proposed project and would only differ from the proposed project in the number of single-family homes provided and the addition of the multi-family affordable housing component.

**Finding.** The Partial Affordable Housing Alternative would not eliminate or significantly reduce the significant and unavoidable impact to VMT. However, this alternative would slightly decrease VMT generated by the project due to the inclusion of affordable housing. Under this alternative, the project would have equivalent impacts compared to the proposed project on aesthetics, biological resources, cultural resources, geology and soils, hazards and hazardous materials, land use and planning, mineral resources, population and housing, tribal cultural resources, and wildfire, therefore, would have the same impact for these resources as identified in the Draft EIR for the proposed project. The Partial Affordable Housing Alternative would result in greater impacts to air quality, energy, noise, public services,

recreation, and utilities and service systems but those impacts would remain less than significant with mitigation, the same impact conclusion in the Draft EIR for the proposed project. The Partial Affordable Housing Alternative would reduce impacts to GHG compared to the proposed project, but the impact would be less than significant the same impact conclusion in the Draft EIR for the proposed project. Therefore, overall, the impacts of the Partial Affordable Housing Alternative would have the same level of significance and be subject to the same mitigation measures as the proposed project identified in the Draft EIR. Additionally, this alternative would meet all project objectives at an equal level or better than compared to the proposed project.

### *C. Findings Regarding Environmentally Superior Alternative*

Section 15126.6(e)(2) of the CEQA Guidelines indicates that an analysis of alternatives to a project shall identify an Environmentally Superior Alternative among the alternatives evaluated in an EIR. The CEQA Guidelines also state that should it be determined that the Environmentally Superior Alternative is infeasible, the EIR shall identify an environmentally inferior but feasible alternative among the remaining alternatives.

The DEIR identified Alternative 3: Reduced Density Alternative as the *environmentally superior alternative*, as it would reduce, but not avoid, the proposed project's significant and unavoidable VMT impacts, all other resource areas would be less than significant or less than significant with mitigation, would not result in greater impacts than the proposed project to any resource areas, and would meet all project objectives.

However, as outlined below, the Reduced Density Alternative would underutilize the project site and would be infeasible. Therefore, the identification of another environmentally superior alternative is required.

**Finding.** Alternative 3: Reduced Density Alternative is considered infeasible for specific economic, social, and policy reasons as described below.

1. Economic Infeasibility:

Alternative 3 would reduce the overall development intensity by 68 percent. The demolition of the existing uses, remediation of the project site, and construction of single-family homes within the project site would be extensive and costly and the high costs the applicant would incur from development of this alternative would be greater than the revenue generated by development of this alternative.

2. Social and Policy Considerations:

While Alternative 3 would reduce environmental impacts, it would meet the project objectives but not to the same extent as the proposed project. Alternative 3 was determined to meet two of the project objectives to a lesser degree than the proposed project as this

alternative would provide substantially less units to contribute to the City's RHNA and would not provide a significant mix of lot sizes. Alternative 3 would not provide any affordable housing and would not help the City meet the State's Affirmatively Furthering Fair Housing (AFFH) goal. Additionally, the Areas 3 and 4 Specific Plan did not envision lot sizes for residential developments with a two unit per acre density and would underutilize the allowable density of the designation for the project site.

3. Technical/Design Considerations:

Alternative 3 would result in a fragmented site layout with reduced connectivity and circulation inefficiencies and would underutilize the allowable density of the land use designation of the project site.

**Conclusion.** For the reasons stated above, Alternative 3 is infeasible within the meaning of CEQA Guidelines Section 15091(a)(3). The City Council hereby rejects this alternative.

### *D. Adoption of Alternative 5*

The City Council selects Alternative 5: Partial Affordable Housing Alternative as the approved project. Although Alternative 5 would result in slightly greater impacts than the proposed project to several resources, the level of significance would not be different than the proposed project, would slightly reduce VMT impacts, and it incorporates affordable housing units while advancing the City's housing and economic development objectives. Additionally, Alternative 5 would meet all project objectives at an equal level or better than compared to the proposed project.

**Finding.** Alternative 5 is considered feasible for specific economic, social, and policy reasons as described below.

1. Economic Feasibility:

Alternative 5 would provide 227 units compared to the proposed project's 203 units and would be financially feasible.

2. Social and Policy Considerations:

Alternative 5 would provide a more diverse housing typology by providing both single-family and affordable multi-family housing to contribute to the City's RHNA requirements. The inclusion of the affordable housing component would help the City meet the State's AFFH goal. Alternative 5 better utilizes the allowable density of the designation for the project site compared to the proposed project and Alternative 3 and would be consistent with the Areas 3 and 4 Specific Plan's envisioned lot sizes for residential development.

3. Technical/Design Considerations:

Alternative 5 would result in a well planned residential community with increased connectivity and circulation efficiency compared to Alternative 3. Additionally, Alternative 5 would better utilize the allowable density of the land use designation of the project site compared to the proposed project and Alternative 3.

Alternative 5's findings support a positive economic feasibility, a project that is more compatible with social and policy considerations, and a project that is more compatible with technical/design considerations. Additionally, based on the project objective evaluation provided in the table above, Alternative 5 would meet all project objectives at an equal or better level compared to the proposed project and all other alternatives considered. Additionally, Alternative 5 would slightly reduce VMT impacts compared to the proposed project. As such, Alternative 5 would be the environmentally inferior but feasible alternative.

Therefore, for the purposes of the following Findings of Facts document, Alternative 5: Partial Affordable Housing Alternative herein referred to as "Alt 5" is recommended for approval. Because significant and unavoidable impacts would remain with Alternative 5 (e.g. VMT), the City Council adopts a Statement of Overriding Consideration pursuant to CEQA Guidelines Section 15093, finding that the social, economic, and policy benefits of the project outweigh its environmental disadvantages.

To support its certification of the EIR and approval of Alternative 5, the City Council of the City of Newark makes the following findings of fact (the "Findings"). These Findings contain the City Council's written analysis and conclusion regarding Alternative 5's environmental effects, mitigation measures, and the overriding considerations which, in the City Council's view, justify the approval of Alternative 5 despite its potential environmental effects. These Findings are based upon the entire record of proceedings for the EIR, as described below. The following Findings support adoption of Alternative 5 finding that the benefits of Alternative 5 outweigh its environmental disadvantages.

## V. Findings Regarding Environmental Impacts

A detailed analysis of the potential environmental impacts of the proposed project, and proposed mitigation measures to address all of the identified potentially significant impacts, is set forth in Section 3.0 of the DEIR, as incorporated into the FEIR. As described above, since the impacts of Alt 5 would result in the same level of significance identified in the EIR for the proposed project and would be subject to all mitigation measures in the EIR, the findings of the DEIR as incorporated into the FEIR are applicable for Alt 5. The only change from the proposed project analyzed in the EIR is the elimination of seven single family lots and units and the addition of a 31 unit multi-family development on the combined seven single family lots that previously were proposed single family units. The City Council concurs with the conclusions in the EIR, as incorporated into the FEIR, that changes or alterations have been required, or incorporated into, the project and feasible mitigation

measures implemented, which avoid or lessen some, but not all, of the Alt 5's potentially significant environmental effects to less than significant levels, with only the impacts to VMT remaining significant and unavoidable. By these Findings, the City Council ratifies and adopts the EIR's conclusions for all of the following potential environmental impacts, based on the analyses in the DEIR and FEIR.

### *A. Findings Regarding No Impact or Less than Significant Impacts*

This section identified impacts of Alt 5 that were determined to be no impact or less than significant and do not require mitigation measures. The City Council concurs with the conclusions in the DEIR, as incorporated into the FEIR, and makes the following findings with respect to such less than significant impacts.

#### 1. Aesthetics

**Impact AES-1: Alt 5 would not have a substantial adverse effect on a scenic vista.**

There are no officially designated scenic vistas or view corridors in the City and the General Plan does not identify any specific vistas or views for special protection in the future. From the project site, there are views of Mission Peak to the east and northeast of the project site. Additionally, views of hills located across the bay are available from the project site. Given the amount of separation between the project site and these views (across the bay), and no official designated scenic vistas or view corridors being located in the City, the development of Alt 5 would not substantially alter views and Alt 5 would not have a substantial adverse effect on a scenic vista. Therefore, there would be no impact.

**Impact AES-2: Alt 5 would not substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway.**

There are no officially designated state scenic highways within the City or near the project site. The closest officially designated state scenic highway is a section of Interstate 680 located approximately 5.5 miles northeast of the project site. The project site does not contain vegetation, trees, rock outcroppings, or historic buildings that are identified as a scenic resource by the General Plan. Therefore, Alt 5 would not substantially damage scenic resources within a state scenic highway and there would be no impact.

**Impact AES-3: In an urbanized area, Alt 5 would not conflict with applicable zoning and other regulations governing scenic quality.**

The Newark Zoning Code designates the project site as Park. However, Alt 5 includes rezoning of the project site from Park to PD-RS-6000 and Residential High Density to better align the zoning designation of the project site with the proposed use of the project. The existing Low Density Residential General Plan land use designation and the amendment to

land use map to High Density Residential for parcel H, would be consistent with the project. Due to the minimum lot size, setbacks, lot coverage and landscaping prescribed in the RS-6000 zoning district, a Planned Unit Development is being proposed to allow a deviation from the standards listed in the RS-6000 development standards in the Newark Zoning Code. Alt 5 would be designed and constructed in accordance with all applicable regulations governing scenic quality to ensure that Alt 5 is consistent with the proposed zoning district and would be reviewed during the City's design review and project review process to ensure that the project does not conflict with applicable zoning standards and requirements. Alt 5 would comply with the City's Zoning Code provisions related to scenic quality including Citywide regulation related to landscaping described under Chapter 17.21 of the City's Zoning Code and the lighting and illumination regulations described under Chapter 17.17.060 of the City's Zoning Code, As such, with the approval of rezoning and compliance with the City's Zoning Code regulations related to scenic quality, Alt 5 would not conflict with any applicable zoning or other regulations governing scenic quality, and impacts would be less than significant.

**Impact AES-4: Alt 5 would not create a new source of substantial light or glare which would adversely affect day or nighttime views in the area.**

The project site is developed with existing sources of light and glare including outdoor lighting located on existing structures. However, there is no existing street lighting along Mowry Avenue and vehicle lights and glare from passing cars are limited due to the location of the project site and low volume of traffic.

Alt 5 would include new sources of nighttime lighting at the project site from exterior lighting throughout the site to illuminate the main entrances of the single-family homes, private streets, sidewalks, common space areas, and driveways for security and safety purposes. Additional lighting would be installed along the project frontage on Mowry Avenue. Alt 5 would be required to comply with General Plan Policy LU-4.7 which requires management of exterior lighting to reduce potential light and glare impacts. Alt 5 would install lighting according to the City's lighting standards and requirements as outlined in the Newark Municipal Code Section 17.17.060 and would include shielding to ensure light spillage does not occur on adjacent properties. Alt 5 would also introduce new sources of glare at the site through the construction of new structures and increased vehicle usage of the area; however, Alt 5 would minimize the use of reflective exterior building materials to minimize new sources of glare at the site. Alt 5 would be required to comply with Newark Municipal Code Section 17.24.070 which requires that no use shall be operated such that significant, direct glare is visible beyond the boundaries of the lot where the use is located. Compliance with the City's requirements would ensure that light and glare impacts associated with Alt 5 would be less than significant.

**2. Agricultural and Forestry Resources**

**Impact AG-1: Alt 5 would not result in the conversion of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use.**

The project site is not identified as Prime, Unique, or Farmland of Statewide Importance and approval of Alt 5 would not convert farmland to non-agricultural uses. Therefore, Alt 5 would not result in the conversion of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural uses and no impact would occur.

**Impact AG-2: Alt 5 would not conflict with existing zoning for agricultural use, or a Williamson Act contract.**

The project site is currently zoned Park and is not under a Williamson Act contract. Alt 5 includes rezoning the project site from Park to PD-RS-6000 and Residential High Density (RH). Neither the Park, RS-6000, nor RH zoning districts allow for agricultural uses. Therefore, the project site is not zoned for agricultural uses and Alt 5 would not conflict with existing zoning for agricultural use or a Williamson Act contract. There would be no impacts.

**Impact AG-3: Alt 5 would not conflict with existing zoning for, or cause rezoning of, forest land (as defined by Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production as defined by Government Code Section 51104(g)).**

The project site does not contain forestland (as defined in PRC Section 12220[g]), or timberland (as defined by PRC Section 4526). Furthermore, the project site is not zoned Timberland Production (as defined by Government Code section 51104[g]). The project site would not require rezoning of forestland or timberland production. Therefore, Alt 5 would not conflict with existing zoning or cause rezoning of forestland or timberland and there would be no impacts.

**Impact AG-4: Alt 5 would not result in loss of forest land or conversion of forest land to non-forest use.**

The project site is designated Low Density Residential by the General Plan and there are no forestland resources that exist on the project site. Therefore, Alt 5 would not result in the loss of forestland or conversion of forestland to non-forest use and no impact would occur.

**Impact AG-5: Alt 5 would not involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use, or conversion of forest land to non-forest use.**

The project site is classified as Urban and Built-Up Land by the California Department of Conservation (DOC) and surrounding areas are classified as Other Land or Grazing Land.

The project site is designated by the City's General Plan as Low Density Residential and lands surrounding the project site are designated as Low Density Residential; Park and Recreation Facilities; and Salt Harvesting, Refining and Production. Lands located to the west of the project site are used for salt production ponds. The project site is generally surrounded to the northeast and east by land that was formerly used for agriculture, however, the parcels are currently being used by the City as open space. The area surrounding the project site is not under agricultural use and therefore, Alt 5 would not cause changes to the existing environment that could result in conversion of farmland outside the project site boundary to non-agricultural use and there would be no impact.

3. **Air Quality**

**Impact AIR-4: Alt 5 would not result in other emissions (such as those leading to odors) affecting a substantial number of people.**

Project operations would not be anticipated to produce odorous emissions. Alt 5 consists of a residential development and would not result in any uses that generate odor sources of concern. Construction activities associated with Alt 5 could result in short-term odorous emissions from diesel exhaust associated with construction equipment. However, these emissions would be intermittent and would dissipate rapidly from the source. In addition, this diesel-powered equipment would only be present on-site temporarily during construction activities. Therefore, construction would not create objectionable odors affecting a substantial number of people, and the impact would be less than significant.

4. **Biological Resources**

**Impact BIO-2: Alt 5 would not have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service.**

The project site does not contain any riparian habitat or other sensitive natural communities. Results of the aquatic resources delineation and analysis showed that the study area (the study area refers to the 29-acre project site and off-site improvement areas that total 35 acres) contains two artificial stormwater basins, but these features do not contain any riparian habitat. Therefore, Alt 5 would have no impact on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the CDFW or USFWS.

**Impact BIO-3: Alt 5 would not have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means.**

As stated in the DEIR, the aquatic resources jurisdictional delineation surveys conducted in November 2021, March 2022, and September 2022 identified four potentially jurisdictional aquatic features; however, did not identify the presence of waters/wetlands subject to U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB) or California Department of Fish and Wildlife (CDFW) jurisdiction within the study area. The project site includes two constructed stormwater basins with wetland features identified as Storm Water Detention Basin 1 and Storm Water Detention Basin 2, in the southeastern portion of the project site; however, since the on-site basins were artificially constructed, they are not regulated by USACE, RWQCB, and CDFW. Additionally, the Aquatic Resources Delineation Report identifies two off-site potentially jurisdictional resources identified as Constructed Storm Drain and Alameda County Flood Control and Water Conservation District (ACFC&WCD) Line D, located approximately 1,500 feet east of the project site.

The USACE provided a jurisdiction determination of the extent of navigable waters of the United States and waters of the United States in a letter dated January 25, 2023. The jurisdictional determination provided by the USACE identified that the Constructed Storm Drain, Storm Water Detention Basin 1, and Storm Water Detention Basin 2 are not jurisdictional resources. However, the jurisdictional determination identified the ACFC&WCD Line D channel as a jurisdictional aquatic resource, specifically Other Waters with In-stream Wetlands. On-site construction activities of Alt 5 would have no impact on this jurisdictional resource as it is located off-site. However, extension of the potable and non-potable water mains would occur within the vicinity of ACFC&WCD Line D. Impacts to ACFC&WCD Line D from off-site construction would be avoided through the use specific construction methods to construct the extension. As the extension of the potable and non-potable water mains would be constructed via an open trench and attached to the constructed bridge that spans the ACFC&WCD Line D channel, impacts to ACFC&WCD Line D would be avoided. On-site and off-site construction activities would avoid all nearby jurisdictional aquatic features and would not result in substantial adverse effects on state or federally protected wetlands. Therefore, the potential impacts to wetlands are considered less than significant.

**Impact BIO-4: Alt 5 would not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.**

As identified in the DEIR, the study area does not act as a corridor for species dispersal or provide migration habitat connectivity to adjacent habitat and is not part of any defined essential connectivity areas as identified in the California Essential Habitat Connectivity Project; therefore, Alt 5 would not interfere with the movement of wildlife species or with a migratory wildlife corridor, and would not impede the use of native wildlife nursery sites and there would be no impact.

**Impact BIO-6: Alt 5 would not conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or State habitat conservation plan.**

As identified in the DEIR, the City is not within the jurisdiction of any adopted Habitat Conservation Plan (HCP). Alt 5 would not conflict with any adopted HCPs or other approved local, regional, or state habitat conservation plan. Therefore, there would be no impact.

5. **Cultural Resources**

**Impact CUL-1: Alt 5 would not cause a substantial adverse change in the significance of a historical resource as identified in Section 15064.5.**

No historic resources (eligible or likely eligible under state, federal, or local historic preservation criteria) were identified within or adjacent to the project site that would be impacted by development of Alt 5. According to CEQA, all buildings constructed over 50 years ago and possess architectural or historical significance may be considered potential historic resources. Historical aerial imagery available online does not show any structures present on the project site in the 1968 aerial imagery; however, the next available aerial imagery from 1979 shows the project site developed with structures that currently exist on-site. Therefore, some existing structures on the project site may be over 50 years old. However, existing structures on-site are typical metal structures found at industrial sites and do not possess any architectural or historical signification. The existing structures on-site would not eligible for listing as a historic resource under CEQA. Thus, Alt 5 is not anticipated to have an impact on any known or potential historical resources and there would be no impacts to historical resources.

6. **Energy**

**Impact EN-1: Alt 5 would not result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation.**

Construction of Alt 5 would require the use of fuels (primarily gasoline and diesel) for the operation of construction equipment and vehicles to perform a variety of activities, including excavation, hauling, paving, and vehicle travel. Energy in the form of electricity may also be consumed by some pieces of construction equipment, such as welding machines, power tools, lighting, etc. However, there are no unusual project characteristics that would necessitate the use of construction equipment or vehicles that would be less energy efficient than at comparable construction sites in other parts of the state. Therefore, it is expected that construction fuel consumption associated with construction of Alt 5 would not be any more inefficient, wasteful, or unnecessary than at other construction sites in the region.

Alt 5 is a new residential subdivision with home sizes and lots comparable to others in the area and the individual units would be built in accordance with the latest energy code to maximize efficiency. Therefore, it would be expected that building energy consumption associated with Alt 5 would not be any more inefficient, wasteful, or unnecessary than for any other similar buildings in the region. Current state regulatory requirements for new building construction contained in the 2022 California Green Building Standards Code (CALGreen) and Title 24 standards would increase energy efficiency and reduce energy demand in comparison to existing commercial structures on the site, and therefore would reduce actual environmental effects associated with energy use from Alt 5. Additionally, Alt 5 would constitute new development within an established community and would not be opening a new geographical area for development such that it would draw mostly new trips or substantially lengthen existing trips. For these reasons, it would be expected that operational energy usage and vehicular fuel consumption associated with Alt 5 would not be any more inefficient, wasteful, or unnecessary than for any other similar land use activities in the region, and impacts would be less than significant.

**Impact EN-2: Alt 5 would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency.**

Alt 5 would not conflict with the energy objectives of the City's General Plan nor the strategies in its Climate Action Plan (CAP). As the site is located within the City, it would not be opening a new geographical area for development such that it would draw mostly new trips, or substantially lengthen existing trips. Alt 5 would comply with the versions of California Code of Regulations (CCR) Titles 20 and 24, including CALGreen, that are applicable at the time that building permits are issued and with all applicable City measures. Therefore, Alt 5 would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency, and impacts would be less than significant.

**7. Geology and Soils**

**Impact GEO-1: Alt 5 would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: i) rupture of a known earthquake fault; or iv) landslides.**

There are no Alquist-Priolo Earthquake Fault Zones located within or near the project site and due to the lack of Alquist-Priolo fault zones near the project site, the design level geotechnical report prepared for the proposed project by Berlogar Stevens and Associated in 2021 determined that the risk of surface rupture near the project site is low and the potential for damage to structures at the project site due to rupture of a known earthquake fault is low. As Alt 5 is located within the same project site footprint as the proposed project, the reports prepared for the proposed project would continue to be applicable for Alt 5. Thus, the Alt 5 would not exacerbate existing conditions by bringing people or structures into areas

potentially susceptible to substantial effects, including fault rupture, that could result in substantial damage to proposed structures or infrastructure, or expose people to substantial risk of injury and impacts associated with surface rupture from a known earthquake fault would be less than significant.

The project site is relatively flat and the project site is not located within or near an area at risk of earthquake induced landslides. Therefore, the potential for landslides to occur at or near the project site is low and no impact would occur.

**Impact GEO-5: Alt 5 would not be located on soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water.**

Alt 5 would connect directly to the City's municipal sewer system and would not require the construction of septic tanks or any other alternative wastewater disposal system. Therefore, no impact would occur.

8. **Greenhouse Gas Emissions**

**Impact GHG-1: Alt 5 would not generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment.**

Sources for operational emissions include motor vehicles, indirect electricity, water transport, and waste. Because Alt 5 would replace the existing automotive recycling and parts business on the project site, Alt 5's operational emissions would be offset by emissions from existing operations, which would be replaced. During operation, Alt 5 would result in greenhouse gas (GHG) emissions. The proposed project was determined to result in a generation of 3.03 $MTCO_2e$ per service person per year which would not exceed the Bay Area Air Quality Management District (BAAQMD) adjusted significance thresholds of 3.06. As Alt 5 would result in less GHG emissions compared to the proposed project as it includes affordable housing, Alt 5's emissions would continue to be below the significance threshold and therefore, impacts would be less than significant.

**Impact GHG-2: Alt 5 would not conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases.**

As outlined in the DEIR, the proposed project was determined to not conflict with the City's CAP, the Senate Bill (SB 32) Scoping Plan, or the 2022 Scoping Plan adopted by the State to reduce GHG emissions. In comparison to the proposed project, Alt 5 would have a slightly reduced level of impact and therefore, would also not conflict with the City's CAP, SB 32 Scoping Plan, or the 2022 Scoping Plan. Additionally, similar to the proposed project. Alt 5 would be subject to Title 24 energy efficiency standards. Energy-efficient buildings require less electricity; therefore, increased energy efficiency reduces fossil fuel consumption and decreases GHG emissions. Alt 5 would comply with the CALGreen, which includes

requirements to increase recycling, reduce waste, reduce water use, increase bicycle use, and other measures that would reduce GHG emissions. Motor vehicle emissions associated with Alt 5 would be reduced through compliance with State regulations on fuel efficiency and fuel carbon content. Therefore, Alt 5 would not conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing greenhouse gas emissions and impacts would be less than significant.

**9. Hazards and Hazardous Materials**

**Impact HAZ-3: Alt 5 would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.**

The project site is not located within 0.25 mile of an existing or proposed school. The nearest school is the Newark Memorial High School, approximately 0.87 mile northeast of the project site. Alt 5 does not involve the development of a use that would emit hazardous materials, substances, or waste during operation. The use of heavy equipment and activities involving hazardous materials would be limited to the construction phase and confined to construction areas and within existing roadways. The use of hazardous materials would also be regulated by health and safety requirements under federal, state, and local laws, including handling, storage, and disposal of the materials, as well as emergency spill response. As such, Alt 5 would have a less than significant impact related to the emission or handling of hazardous materials near a school.

**Impact HAZ-5: Alt 5 would not, for a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, result in a safety hazard for people residing or working in the project area.**

The project site is not located within two miles of an airport and is not located within an airport land use plan. Therefore, Alt 5 would not result in a safety hazard for people residing or working in the project site. No impact would occur.

**Impact HAZ-6: Alt 5 would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan.**

Alt 5, similar to the proposed project, includes modifications and improvements to the existing roadways and may result in partial or complete road closures during construction activities. However, if road closures are necessary, Alt 5 would prepare and implement a Traffic Control Plan (TCP) to ensure that construction activities do not impair or interfere with an adopted emergency response plan or emergency evacuation plan. Alt 5 would comply with General Plan Policy EH-5.3 which requires avoiding placing new developments in areas where emergency response and evacuation cannot be provided within acceptable levels. Alt 5 would not result in permanent modification to roadways that would interfere with any

adopted emergency plans. Modification to roadways that is proposed as part of Alt 5 would be constructed in accordance with the City's standards to provide adequate emergency access.

Additionally, Alt 5 would provide a secondary emergency vehicle access (EVA) point to the project site through the adjacent Cargill property. The existing Cargill levee road has been previously developed to allow for emergency vehicle access and therefore, Alt 5 would not require any improvements to the existing EVA lane. However, Alt 5 would require minor modifications to add compacted gravel to an existing gravel crossing connecting the Cargill levee road to Mowry Avenue, which is located approximately 0.1 mile south of the southwestern corner of the project site. The addition of the compacted gravel apron to the existing crossing over the flood control channel would provide an alternative emergency route to the project site. Therefore, project construction and operation activities would not interfere with an emergency evacuation or response plan, and impacts would be less than significant.

**Impact HAZ-7: Alt 5 would not expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires.**

The project site is not located in or near a state responsibility area or a very high fire hazard zone of a locally responsible area. Primary access to the project site would be through Mowry Avenue and adequate site ingress and egress to the project site for emergency vehicles would be provided. All utilities required for the new development would be located underground and Alt 5 includes installation of fire hydrants throughout the project site to mitigate fire hazards. Alt 5 would be required to implement General Plan policies, such as General Plan Policy EH-5.3 which requires new developments be placed in areas where adequate emergency response can be provided, as well as the California Fire Code (CFC) and the Uniform Building Code which would reduce effects of development on wildland fire hazard impacts to a less than significant level. As such, Alt 5 is not expected to be exposed to risks associated with wildland fires, and impacts would be less than significant.

**10. Hydrology and Water Quality**

**Impact HYD-3: Alt 5 would not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would result in: ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site; or iv) impede or redirect flood flows.**

Similar to the proposed project, Alt 5 would result in construction of new impervious surfaces at the project site which increase the amount of stormwater runoff from the site. Alt 5 would be required to comply with General Plan Policy CSF-5.5 which requires new development to provide drainage improvements to reduce site runoff. To control runoff, Alt 5

would construct a storm drain system consisting of bioretention areas, curbs and gutters along the roadways, and underground storm drain pipes. Stormwater runoff would be directed to the storm drain pipes on-site which would convey stormwater to the two on-site bioretention areas. The bioretention treatment areas would then discharge flows through the on-site storm drain system into the adjacent City owned open space parcel, consistent with the historic drainage path. Alt 5 would also construct improvements to the off-site storm drain system which would include improvements to storm drain pipes within Mowry Avenue which would collect and convey flow towards the ACFC&WCD Channel Line B at the terminus of Mowry Avenue and construction of eight bioretention treatment areas along Mowry Avenue. Alt 5 would design and construct storm drain systems in accordance with applicable requirements to control the volume of surface runoff at the project site. Therefore, storm drain systems would be designed to handle the increased surface runoff from the site and Alt 5 would not result substantial increase in the rate or amount of surface runoff in a manner that would result in on- or off-site flooding and impacts would be less than significant.

The project site is designated as Zone X and Zone X (Shaded). The northern part of the project site is within an area of minimal flood hazard (Zone X); however, the majority of the project site is located in an area with a 0.2 percent annual chance of shallow flooding of less than one foot (Zone X Shaded). Project construction would import clean fill to elevate the proposed pad grades for the homes above the Federal Emergency Management Agency (FEMA) 100-year flood plain elevation as required by Newark Municipal Code Section 15.40.051 and to accommodate Bay Conservation and Development Commission's (BCDC) adopted sea level rise guidance. The import of clean fill to elevate the proposed pad grades would ensure compliance with General Plan Policy EH-3.3 which requires new residential developments to be constructed above the 100-year flood elevation.

Alt 5 would elevate the proposed pad grades for the homes above the FEMA 100-year flood plain elevation of 9.3 feet and would exceed the City's requirement of having a minimum pad elevation of 11.25 feet. Additionally, the project site would be elevated to accommodate BCDC's adopted sea level rise guidance and would meet the minimum pad elevation requirements of the RPC-SAT's projected likely range for sea level rise by the year 2100. Alt 5 could have the potential to exacerbate coastal squeeze which is defined as the loss of natural habitats or deterioration of their quality arising from placement of structures along the shoreline, preventing the landward transgression of those habitats that would naturally occur in response to sea level rise. However, given the baseline condition of the project site as already developed with existing structures, development of Alt 5 would not exacerbate potential coastal squeeze impacts beyond what is already present. Therefore, this would not be a driving impact for Alt 5. The new constructed storm drainage system on-site would be designed and constructed to handle potential flood volumes. Alt 5 would not substantially

alter existing drainage pattern of the site in a matter which would impede or redirect flood flows and impacts would be less than significant.

**Impact HYD-4: Alt 5 would not, in flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation.**

The City is located within the inundation area of three dams; however, the California Division of Safety of Dams inspects each dam on an annual basis to ensure the dam is safe, performing as intended, and is not developing problems. Additionally, the project site is not located in a tsunami or seiche zone. The risk of dam failure is extremely low and the potential for project inundation resulting from being located in a tsunami or seiche zone is low. Therefore, impacts would be less than significant.

The northern part of the project site is within an area of minimal flood hazard (Zone X); however, the majority of the project site is located in an area with a 0.2 percent annual chance of shallow flooding of less than one foot (Zone X Shaded). In accordance with General Plan Policy EH-3.3, Alt 5 would be constructed above the 100-year flood elevation. Alt 5's pad elevations would be above the FEMA 100 year flood plain elevation of 9.3 feet which would provide the project site with flood damage protection. The proposed pad grades would exceed the City's standards for residential structures located in a flood hazard zone and would be above the BCDC minimum pad elevation recommendation for sea level rise. Additionally, Alt 5's pad elevation would meet the minimum pad elevation requirements of the RPC-SAT's projected likely range for sea level rise by the year 2100. Developing Alt 5 to exceed the BCDC sea level rise guidance for minimum pad elevation would also ensure that Alt 5 would not be inundated by potential sea level rise anticipated to affect the area in the future. Therefore, project inundation resulting from flood hazards would be a less than significant impact

**11. Land Use and Planning**

**Impact LU-1: Alt 5 would not physically divide an established community.**

The project site is currently developed with an auto parts and scrap metal salvage yard and is bounded to the northeast and east by the City's open space parcel, and Mowry Avenue and ACFC&WCD Line B canal lies to the west. The property to the south and southwest, known as the Harwinder Singh site, was previously developed with a warehouse-type structure and was previously used as an auto-wrecking yard; however, the building has since been demolished and there are no buildings presently on the Harwinder Singh site. UPRR tracks are approximately 300 to 1,000 feet to the northwest of the project site. The project site and surrounding areas are not developed as an established community and Alt 5 would not include the construction of new roadways that could divide an established community. Therefore, Alt 5 would not physically divide an established community and there would be no impact.

**Impact LU-2: Alt 5 would not cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect.**

As outlined in the DEIR, the City's General Plan designates the project site as Low Density Residential which has an allowable density of less than 8.7 dwelling units per acre. Alt 5 would be consistent with this requirement and construct 227 residential units, resulting in a density of approximately 7.8 units per acre. The project site is located within the Areas 3 and 4 Specific Plan and the project site is designated for a golf course or other recreational uses. Alt 5 is not consistent with the land use identified by the Areas 3 and 4 Specific Plan. As such, similar to the proposed project, Alt 5 requires a Specific Plan Amendment to change the existing designated golf course or recreational use to a residential use. While the Specific Plan designation would change following the approval of Alt 5, the change would result in a better alignment of the project site with the General Plan designation and the project site would be developed for residential uses, as planned by the General Plan. Additionally, Alt 5 would not create inconsistencies with the applicable policies of the General Plan or with the applicable policies of the Areas 3 and 4 Specific Plan.

The Newark Zoning Code designates the project site as Park and the Alt 5 is proposing to rezone the project site from Park to PD-RS-6000 and Residential High Density. The rezoning request is to better align the zoning with the proposed use of the project and the existing and proposed General Plan designations. A Planned Unit Development is being proposed to allow a deviation from the standards listed in the RS-6000 development standards in the Newark Municipal Code. Proposed deviations include a deviation from the minimum setbacks and minimum lot sizes. Alt 5 would not meet the minimum lot size of 6,000 square feet for the RS-6000 zoning district and would not meet the minimum setbacks required at corners. However, while the zoning designation would change following the approval of Alt 5, the change would result in a better alignment of the project site with the existing and proposed General Plan designation and the project site would be developed for residential uses, as planned by the General Plan. With the approvals required, Alt 5 would be constructed in accordance with any land use plan, policy, and regulation adopted for the purpose of avoiding and mitigating environmental effects and this impact would be less than significant.

**12. Minerals**

**Impact MIN-a: Alt 5 would not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state.**

The DOC's Mineral Lands Classification Map of Aggregate Resources classifies the project site as being within an MRZ-3 zone. MRZ-3 zones are areas containing mineral deposits the significance of which cannot be evaluated from available data. However, the City's General Plan did not identify any mineral resources of value on or near the site and no mineral

extraction activities exist within City limits. Mineral extraction is not included as part of Alt 5 and the proposed zoning would not allow mineral extraction. Alt 5 would not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state, and no impact would occur.

**Impact MIN-b: Alt 5 would not result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan.**

There are no locally important mineral resource recovery sites delineated in the City's General Plan, specific plan or any other land use plan. Therefore, Alt 5 would not result in the loss of availability of a locally important mineral resource recovery site, and no impact would occur.

**13. Noise**

**Impact NOI-2: Alt 5 would not result in generation of excessive groundborne vibration or groundborne noise levels.**

During construction of Alt 5, equipment such as trucks, bulldozers, and rollers may be used as close as 1,000 feet from the nearest sensitive receptor at the Silliman Community Center. Equipment used during project construction could generate vibration levels between 0.00001 peak particle velocity (PPV) and 0.0008 PPV at 1,000 feet. However, all the groundborne vibration levels are below the Federal Transit Administration (FTA) vibration threshold at which human annoyance could occur of 0.10 PPV. Additionally, construction activities would be temporary in nature and would likely occur during normal daytime working hours. In addition, Union Sanitary District (USD) would be engaged during the construction process to limit the amount of vibratory equipment utilized over the existing force main lines in the area and coordination would be conducted to ensure protection of the existing lines. Therefore, construction vibrations are not predicted to cause damage to existing buildings or infrastructure or cause annoyance to sensitive receptors. As such, implementation of Alt 5 would have a less than significant impact related to vibration.

**Impact NOI-3: For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, Alt 5 would not expose people residing or working in the project area to excessive noise levels.**

The closest airport or private airstrip to the project site is the Moffett Federal Airport, approximately 6.5 miles southwest of the project site. The project site is not within the airport influence area, or the 65 dBA CNEL noise contour for Moffett Federal Airport. Commercial aircraft overfly the project site at altitudes between 4,000 and 10,000 feet above sea level while approaching or departing the three major commercial airports in the Bay

Area: the San Francisco International Airport (approximately 20 miles northwest); the Oakland International Airport (approximately 17 miles northwest); and the Norman Mineta San Jose International Airport (approximately 10 miles southeast). According to the noise exposure maps for the three airports, the project site in not within the 65 dBA CNEL contour for any of the airports. Therefore, Alt 5 would not expose people residing or working in the project area to excessive noise levels from airports, and impacts would be less than significant.

### 14. Population and Housing

**Impact POP-1: Alt 5 would not induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure).**

Alt 5 would develop 227 residential units, thereby directly inducing population growth at the project site and Alt 5 is anticipated to result in approximately 754 new residents. As of the 2020 census, the City's population is identified at 47,529 people and the City's General Plan estimated that the City's population would grow to 52,100 by 2030. The addition of 754 residents from Alt 5 would represent approximately 16.5 percent of the City's growth anticipated by 2030 from the 2020 census population. As such, Alt 5 would be within the 2030 population projections anticipated in the City's General Plan. As the estimated number of residents generated from Alt 5 would be within the population projected in the General Plan, it would not result in direct unplanned population growth as the increase in population from Alt 5 was anticipated by the General Plan. Alt 5 would not result in an increase in population over what was anticipated in the General Plan.

The Areas 3 and 4 Specific Plan planned for a maximum residential unit allocation of 1,260 units within the Specific Plan area. The proposed project does not need to increase the allocated number of residential units of the Specific Plan area because the addition of the project units to the Specific Plan area to the already built and entitled number of units does not exceed 1,260. Area 3 of the Specific Plan has already received entitlements and been built and includes 386 units pursuant to a Development Agreement between the City and Newark Partners, LLC dated April 9, 2015 (the "Development Agreement"). Currently, there are 469 new housing units that have been entitled within Newark Area 4 of the Specific Plan pursuant to the Development Agreement. Therefore, there are 405 units of the 1,260 holding capacity that have not been entitled. Even with the 227 units under the Partial Affordable Housing Alternative, the 1,260 capacity would not be exceeded. Therefore, it would not result in substantial unplanned growth under the Specific plan. In addition, the growth under Alt 5 would still be within the General Plan growth projection for total housing units and resident population for the City and Alt 5 would contribute to the City's RHNA. Therefore, Alt 5 would not directly induce substantial unplanned population growth and impacts would be less than significant.

New extensions to area roads or other infrastructure and new employment opportunities are key factors in accounting for possible indirect population growth. Alt 5 would not indirectly induce substantial unplanned population growth in the project site because it would not involve any new extensions to area roads or other infrastructure that could enable additional development in currently vacant areas not planned for growth and development in the General Plan. Alt 5 includes off-site roadway and infrastructure improvements; however, the off-site roadway and utility infrastructure improvements would not result in a removal of barrier of growth and would not result in indirect population growth. Additionally, Alt 5 does not include any elements outside of the residential and off-site improvement components and would not include new employment opportunities. Therefore, Alt 5 would not indirectly induce substantial unplanned population growth and impacts would be less than significant.

**Impact POP-2: Alt 5 would not displace substantial number of existing people or housing necessitating the construction of replacement housing elsewhere.**

The majority of the project site is currently developed as an auto part and scrap metal salvage lot that includes a warehouse, sales office, workshop, and a large parking area. The northern parcel of the project site is currently undeveloped. The project site does not currently contain residential development and therefore, the construction of Alt 5 would not result in the displacement of existing people or housing and would not necessitate the construction of replacement housing elsewhere. Alt 5 would have no impact.

### 15. Public Services

**Impact PUB-1: Alt 5 would not result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services: fire protection; police protection; schools; parks; or other public facilities.**

The project site is located in an area already served by Alameda County Fire Department (ACFD) and Newark Police Department (NPD). However, development of Alt 5 would incrementally increase the demand for fire and police protection services in the area. The project site is located approximately 0.6 miles away from the nearest fire station and based on the short distance, emergency response to the project site would be able to meet the response time goal of five minutes.

The City's General Plan EIR identified that the NPD currently operates at a staffing level of less than 1.0 officers per 1,000 residents, which is below the national average of 1.5 officers per thousand residents (City of Newark 2013b). The City's General Plan EIR determined that buildout of the General Plan would result in a significant impact to police protection facilities as it would require a new building or expansion of the existing building. However, this

impact was determined to be mitigated to a less than significant level with implementation of General Plan policies and collection of fees from new developments under the General Plan. Alt 5 would be required to pay a Development Impact Fee as required by Chapter 3.24 of the Newark Municipal Code. The funds collected from the Development Impact Fee would be used to provide public services and facilities, including fire and police protection services, within the City and would offset cost of fire and police protection demands associated with Alt 5.

Additionally, Alt 5 would be designed and constructed in accordance with the City's fire protection requirements and the California Building Standards Code which includes the CFC. Incorporation of fire protection measures into the design of the development would minimize need for fire protection services. Therefore, though Alt 5 would increase the need for fire and police protection services in the area, it would not require the construction of new facilities or expansion of existing facilities as Alt 5 would include measures to reduce and offset the increased demand and would pay required fees to offset the increased demand. Impacts related to police and fire protection would be less than significant.

Alt 5 would include development of the project site with 227 residential units which is anticipated to result in generation of new school aged students and would increase demand for school facilities and services. Newark Unified School District (NUSD) collects school impact fees on new residential construction within district boundaries on a per square foot basis. The fees serve to offset school facility costs associated with serving new students that result from new developments. Under SB 50, school districts may collect fees to offset the costs associated with increasing school capacity as a result of development and under the terms of this statute, payment of fees by property owners and developers is considered to mitigate in full for the purposes of CEQA any impacts to school facilities associated with a project. Therefore, with the payment of required fees, impacts associated with school facilities are considered mitigated and Alt 5 would not result in the need for construction of unanticipated new or expanded school facilities and impacts would be less than significant.

Alt 5 would result in an increase of residents in the area of the project site and would result in increased uses of nearby parks. The City requires, as identified under General Plan Policy PR-2.2, that new development either dedicate land, pay a fee in lieu thereof, or both, at the option of the City, for park and/or recreational purposes. Alt 5 would provide common and private on-site open space; however, a majority of the on-site open space would be provided through private open space, provided as a rear yard for each home. Though Alt 5 would provide on-site common open space areas, the construction of the common open space would not meet the requirements for park dedication and therefore, Alt 5 would be required to pay the full parks impact fee to offset increased demand to park facilities from development of the project. Payment of required fees would ensure funding for the construction or expansion of park facilities and funds are set aside to allow for construction of facilities as needed to

accommodate future growth. Inclusion of open space within the project design and payment of fees would mitigate the impacts on existing park facilities resulting from development of Alt 5 and therefore, the impact would be less than significant.

The addition of 227 new residential units would create an incremental increase in the demand for library facilities and other public facilities. In accordance with Newark Municipal Code Chapter 3.24, Alt 5 would be required to pay Development Impact Fees to offset costs to public facilities. With the payment of required fees, Alt 5 would not result in the need for construction of any unanticipated new or expanded public facilities and impacts would be less than significant.

### 16. Parks and Recreation

**Impact REC-1: Alt 5 would not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated.**

Alt 5 would permanently increase the City's residential population and would increase the use of existing parks and recreation facilities. As identified under General Plan Policy PR-2.3, the City of Newark has adopted a 3.0 acre of parkland per 1,000 residents standard for planning purposes and its Quimby Act fee is based on this ratio. As required by General Plan Policy PR-2.2, the City requires that new development either dedicate land, pay a fee in lieu thereof, or both, at the option of the City, for park or recreational purposes. Alt 5 would provide on-site open space areas which would be designed to serve residents within the subdivision, helping to avoid over-usage (accelerated deterioration) of other existing parks in the City. Though Alt 5 would provide on-site open space, it would not meet the City's requirements for park dedication and therefore, Alt 5 would be required to pay the full parks impact fee to offset the increased demand to existing park and recreational facilities resulting from development of Alt 5. Payment of required fees would ensure funding for the construction or expansion of policies facilities and funds are set aside to allow for construction of facilities as needed to accommodate future growth. Inclusion of open space within the project design and payment of fees would mitigate potential impacts on existing parks and recreational facilities caused by Alt 5. Alt 5 would comply with all City standards and requirements related to recreation, and impacts would be less than significant.

**Impact REC-2: Alt 5 would not include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment.**

Alt 5 would include some common open space consisting of landscaped areas, a bioretention area, and on-site recreational area. The on-site recreation area would include amenities such as a lawn, picnic tables and a pedestrian path, none of which are expected to cause any adverse physical effects on the environment due to the small size of the park and the limited

nature of the proposed improvements. Alt 5 would not involve the construction or expansion of any off-site recreational facilities; however, as required by the City's General Plan Policy PR-2.2, Alt 5 would be required to pay a parks impact fee to contribute funding for park and recreational facilities citywide. Funds collected through the parks impact fee would be used to help fund and pay for the construction or expansion of off-site improvements, the construction of which would be required to demonstrate it would not result in adverse environmental impacts. Therefore, since no adverse environmental impacts associated with construction of on-site or off-site recreational facilities would occur, the impact is less than significant.

**17. Transportation and Circulation**

**Impact TRANS-1: Alt 5 would not conflict with program plan, ordinance or policy addressing the circulation system, including transit roadway, bicycle and pedestrian facilities.**

As outlined in the DEIR, the proposed project does not conflict with the General Plan Circulation Element, or any other program, plan, ordinance or policy addressing the circulation system. In comparison to the proposed project, Alt 5 would have a similar level of impact. Alt 5 does not propose to amend or adjust roadway classifications, the roadway network, transit routes, or bicycle network as identified in the City's General Plan or Pedestrian and Bicycle Master Plan (PBMP).

Alt 5 includes on-site roadway construction such as driveways, drive aisles, and sidewalks throughout the site. Additionally, Alt 5 includes the same improvements to Mowry Avenue as the proposed project including, but not limited to, widening of Mowry Avenue, construction of sidewalks, restriping, pedestrian crossing improvements, construction of amid-block crossing, and additional improvements including construction of high visibility crosswalk markings, RRFBs, advance pedestrian crossing yield markings, advance pedestrian crossing signage, median refuge, curb extensions, and ADA complaint curb ramps. The on-site and off-site roadway improvements would be designed and constructed in accordance with City standards and requirements and are not anticipated to conflict with a program, plan, ordinance or policy addressing the circulation system, automobile access, and on-site circulation.

The proposed project would be consistent with the PBMP and the General Plan and the proposed project would not conflict with a program, plan, ordinance or policy addressing bicycle parking, access, and on-site circulation. As Alt 5 does not propose any changes to the proposed project components related on-site circulation or vehicle, pedestrian, and bicycle access, Alt 5 would have a similar level of impact.

The pedestrian and on-site circulation improvements provided as part of Alt 5 is the same as the proposed project and would be consistent with Federal Highway Administration (FHWA)

Guidelines and the City's Crosswalk Policy and therefore, Alt 5 would not conflict with a program, plan, ordinance or policy addressing pedestrian access, and on-site circulation.

Existing bus stops are located within the area and pedestrians would travel between the project site and the bus stops by using the sidewalk on the east side of Mowry Avenue, including the segment of new sidewalk to be constructed by Alt 5 between the project site to join the existing sidewalk just east of the railroad crossing and therefore, Alt 5 would not conflict with a program, plan, ordinance or policy addressing transit access.

Alt 5 would provide the same crossing improvements at the UPRR crossing as the proposed project, which would be equipped with crossing arms, upgraded roadway panels, signage, striping, and pedestrian path and bicycle crossing improvements to encourage safer access to the project site, surrounding development, and recreation facilities. The UPRR crossing would also include any required gate signals, visual, and/or audio equipment, as required by UPRR or the Newark Municipal Code. Alt 5 would not conflict with a program, plan, ordinance or policy addressing at-grade railroad crossing.

To provide a secondary EVA point to the project site, the project applicants have worked with the owners of the adjacent Cargill property to secure rights to utilize their access road as an EVA lane for the project. Alt 5 would utilize the existing Cargill levee road located to the west of the project site as the project's EVA lane. The existing Cargill levee road has been previously developed to allow for emergency vehicle access and therefore, Alt 5 would not require any improvements to the existing EVA lane. However, Alt 5 would require minor modifications to add compacted gravel to an existing gravel crossing connecting the Cargill levee road to Mowry Avenue, which is located approximately 0.1 mile south of the southwestern corner of the project site. The addition of the compacted gravel apron to the existing crossing over the flood control channel would provide an alternative emergency route to the project site. The proposed driveway apron to connect the existing Cargill levee road to Mowry Avenue would be designed and constructed in accordance with City requirements and standards. The City's police and fire departments have reviewed the proposed EVA lane and have confirmed through a site visit that the existing Cargill levee road would provide adequate EVA access to the project site. Therefore, Alt 5 would not conflict with a program, plan, ordinance, or policy addressing emergency vehicle access.

Alt 5 would not conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system and impact would be less than significant.

**Impact TRANS-3: Alt 5 would not substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment).**

Alt 5 would not increase hazards due to a geometric design feature or incompatible uses. Development of the project site and site access improvements require compliance with City development guidelines and code, which follow the General Plan policies and actions that encourage the safe design of arterial roads and streets. All internal project streets would provide adequate sight distance between vehicles traveling in conflicting directions and between vehicles and pedestrians. In addition, the bulb-outs at mid-block and intersection locations proposed through the site would reduce the effective width of the streets and result in lower travel speeds for automobiles.

During construction, traffic management plans will be implemented to ensure the safety of roadway users accessing Mowry Avenue. The use of roadways by heavy construction equipment can increase the risk to drivers and cyclists in the vicinity of the project site; however, construction equipment and materials would be stored on-site. Alt 5 includes modifications and improvements to existing roadways and may result in partial or complete road closure during construction activities. If road closures or detours are required during construction, Alt 5 would be required to prepare and implement a TCP to ensure that it would not result in increased roadway hazards during construction. Alt 5 would comply with the City of Newark's TCP Requirements for work area traffic control for work performed in the City's ROWs. Additionally, there would be no incompatible uses introduced to the project area which could cause vehicle conflicts (e.g., farm equipment). Therefore, impacts would be less than significant.

**Impact TRANS-d: Alt 5 would not result in inadequate emergency access.**

Alt 5 would not result in inadequate emergency access and development of the project site would not alter or impede emergency response routes or plans set in place by the City.

Emergency vehicles would access the project site through the two vehicular access points on Mowry Avenue and use the internal street network. In addition to access through Mowry Avenue, the project applicants have worked with the owners of the adjacent Cargill property to secure rights to utilize their access road as an EVA lane for the project to provide a secondary EVA point to the project site. The existing Cargill levee road has been previously developed to allow for emergency vehicle access and therefore, Alt 5 would not require any improvements to the existing EVA lane except for minor modifications to add compacted gravel to an existing gravel crossing connecting the Cargill levee road to Mowry Avenue. Alt 5's internal streets would meet the fire apparatus access road requirements of the CFC. The project roadway and neighborhood design would provide adequate turning radii and drive areas for fire trucks and other emergency vehicles. Based on the project site plan, the internal streets and intersection, including the project cul-de-sacs, would accommodate fire truck access. The project site would not be gated and the fire truck would be able to access the project site freely.

The project driveways and emergency access points are designed to comply with turning radius requirements for emergency vehicles and will not cause hazardous driving conditions. Alt 5's detailed design will be completed in compliance with CFC requirements and not impair emergency vehicle access in the vicinity of the project site during construction and in ongoing operation. Compliance with the CFC and California Building Code (CBC) will be mandated through the plan check and approval process. This process will also ensure that adequate access for emergency services is provided and the City's emergency response plan will be upheld during construction. Therefore, Alt 5 would not result in inadequate emergency access and impacts would be less than significant.

**18. Utilities and Service Systems**

**Impact UTIL-1: Alt 5 would not require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects.**

As outlined in the DEIR, the City's General Plan EIR takes into account anticipated demand from existing Specific Plans and development projects within the City when developing or updating a General Plan and its EIR. Therefore, the Areas 3 and 4 Specific Plan's demands were factored into the General Plan EIR which determined that the projected wastewater generation at buildout would be adequately handled by the Alvarado Wastewater Treatment Plant's (AWWTP's) existing capacity and sufficient capacity would be remaining after buildout. As such, Alt 5's demands would be adequately handled by the AWWTP's existing capacity and would not require the expansion of AWWTP. Alt 5 would be required to comply with the USD's Capacity Charge Ordinance and Newark Municipal Code Chapter 3.24, Development Impact Fees which require all development applicants and new developments to pay capacity fees and pay a fee towards construction of facilities that are required by new development. The funds collected through the fee would ensure funding is provided and set aside to allow for future construction or expansion of facilities as needed to accommodate future growth. Alt 5 includes construction of a new sanitary sewer lift station on Mowry Avenue, between the UPRR tracks and the project frontage. The construction of the new sewer main, lift station, and extension of the existing sewer main would be completed in accordance with City engineering requirements for the installation of utilities and construction would comply with applicable air quality and noise reduction regulations to ensure that construction of utility infrastructure would not cause significant impacts to the environment. Alt 5 would not require or result in the construction of additional wastewater treatment facilities and impacts would be less than significant.

Alt 5 would include construction of on- and off-site water lines to serve the proposed development. The construction and extension of water mains would be completed in accordance with City engineering requirements for the installation of utilities and

construction would comply with applicable air quality and noise reduction regulations to ensure that construction of utility infrastructure would not cause significant impacts to the environment. Alt 5 would not require water supplies in excess of the project demand and Alt 5 would not require the construction of or expansion of existing water facilities. Additionally, Alt 5 would be required to pay its fair share of cost of infrastructure improvements required for new developments. Therefore, impacts would be less than significant.

Alt 5 would include installation of a storm drain systems consisting of bioretention areas, curbs and gutters along the roadways, and underground storm drain pipes and would utilize Low Impact Development (LID) techniques for the system. The construction of improvements would be completed in accordance with the City's engineering standards and construction activities would comply with existing regulations to reduce potential environmental impacts resulting from construction activities. The constructed improvements would not result in changes to the stormwater system that would result in environmental effects. The project developed a Post Construction Stormwater Control Plan which outlines the proposed storm water infrastructure for the development and includes design strategies, measures, and requirements to ensure that the proposed storm water infrastructure is constructed in accordance with City guidelines. As the City's storm water is directed towards local creeks and the bay without off-site treatment, Alt 5 would not require the construction of new or expanded stormwater infrastructure. Stormwater infrastructure improvements included in Alt 5 would adequately convey stormwater flows on- and off-site and impacts would be less than significant.

Alt 5 would be designed and constructed to be 100 percent electric and would not utilize natural gas during operation of the Alt 5. Although Alt 5 would demand additional electricity, electrical connections would be made with existing facilities located on-site. Alt 5 would be subject to energy efficiency standards through the California Green Building Code and Title 24. No new expanded facilities would be required for electric facilities that could potentially cause a significant environmental impact.

**Impact UTIL-2: Alt 5 would have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years.**

As identified in the DEIR, during the preparation of the Areas 3 and 4 Specific Plan RDEIR, a Water Supply Assessment (WSA) was prepared by Alameda County Water District (ACWD) in November 2008 which indicated that sufficient water supplies exist to meet the ACWD's projected demands as well as the Specific Plan's demands, including the proposed project, under normal year conditions. The WSA prepared in 2008 is still applicable to the Alt 5. Alt 5 would result in a reduction of water demand from the land use assumed in the WSA as the golf course that was proposed to be built on the project site would no longer be developed. As identified in the WSA, while the WSA assumed that the golf course would

eventually be supplied by reclaimed water when such supplies were available, it assumed that the golf course would rely on groundwater to meet irrigation needs. Though the golf course would have been supplied with groundwater from an on-site well and not through the ACWD's potable water system, the groundwater pulled from the on-site well would have relied on groundwater from the same groundwater source as ACWD and therefore, the demand estimate for the golf course was included in the overall Specific Plan demand of potable water. Additionally, ACWD provided a comment letter on April 15, 2024 which identified that water demands for the proposed project are consistent with previous planning by the City and have been incorporated in ACWD's water demand forecasting. As Alt 5 would not result in a significant increase in water demand at the site compared to the proposed project, ACWD's comment letter would continue to be applicable for Alt 5. Because the demands of the Specific Plan are already factored into the Urban Water Management Plan's (UWMP) demand analysis, the development of Alt 5 would not result in increased shortages beyond those already factored into ACWD's planning under current and future conditions. The UWMP forecasts that the ACWD could withstand a repeat of past dry years conditions without any additional shortages.

Alt 5 would develop residential units in Sub Area D of Area 4 of the Newark Areas 3 and 4 Specific Plan which was originally proposed to be developed as a golf course. Although Alt 5 would not develop the land as it was proposed in the Areas 3 and 4 Specific Plan, the proposed residential units would not result in a substantial increase in water demand for the project site compared to if the project site was developed as a golf course. The WSA prepared for the Areas 3 and 4 Specific Plan identified that with compliance of the requirements provided in the WSA, ACWD would have sufficient water supplies to support the development as part of the Areas 3 and 4 Specific Plan. Additionally, in a letter provided by the ACWD dated January 3, 2022, the ACWD determined that the total water demand for the Specific Plan area has been reduced since the preparation of the WSA in 2008 and therefore, the findings and determination of the WSA that there would be sufficient water supplies available to serve buildout of the Specific Plan area still apply. The proposed project's 203 residential units was be anticipated to result in a water demand of 30,450 gallons per day or 34.13 acre feet per year. The golf course development proposed by the Specific Plan for the project site was estimated to result in water demand of 491 acre feet per year. The water demand from Alt 5 would be slightly increased from the water demand of the proposed project, but well below the water demand of the golf course use. Therefore, Alt 5 would demand substantially less water at the site than what was identified in the Specific Plan and there would be sufficient water supplies available to serve Alt 5. Therefore, Alt 5 would not require water in excess of available existing entitlements and resources, and compliance with the requirements provided in the WSA would ensure that Alt 5 would not result in insufficient water supplies to serve the development. Therefore, impacts would be less than significant.

**Impact UTIL-3: Alt 5 would not result in a determination by the wastewater treatment provider, which serves or may serve the project that it does not have adequate capacity to serve the project's projected demand in addition to the provider's existing commitments.**

The General Plan EIR determined that the increase in the generation of wastewater at buildout of the General Plan, which includes development under the Areas 3 and 4 Specific Plan, would be adequately handled by the AWWTP's existing capacity. As Alt 5's 227 residential units would be within the residential allocation identified for the Areas 3 and 4 Specific Plan, Alt 5's demands would be adequately handled by the AWWTP's existing capacity. Alt 5 would be reviewed by USD and the City as required by the USD's Capacity Charge Ordinance. The Capacity Charge Ordinance requires all new development projects to be subject to the development review process to ensure that there is adequate capacity by the wastewater treatment provider to serve the project, during which the Newark Public Works department and USD staff would require the applicant to upgrade or expand the USD's collection system if the USD determines the demand from Alt 5 would exceed USD's system capacity. USD's Capacity Charge Ordinance also requires all development applicants to pay capacity fees, similar to the Newark Municipal Code Chapter 3.24 which requires new developments to pay a fee towards the construction of facilities that are required by new development. Alt 5 would pay all required fees and would be required to complete the City and USD's development review process prior to the issuance of building permits. Therefore, Alt 5 would not result in a determination by the wastewater treatment provider that it does not have adequate capacity to serve Alt 5 and impacts would be less than significant.

**Impact UTIL-4: Alt 5 would not generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals.**

Alt 5 would be expected to generate waste during the construction and operation of the project. Similar to the proposed project, construction of Alt 5 would involve the demolition of existing structures on-site and is estimated to remove approximately 39,000 cubic yards (CY) of vegetation, contaminated soil, demolition debris, and other cleared material prior to construction. Construction waste generated would be disposed of by the project contractor in accordance with the City's established programs that facilitate the diversion and disposal of construction waste including the City's Green Ordinance under Newark Municipal Code Chapter 15.44, Green Building and Construction and Demolition Debris Recycling. Additionally, the project Applicant would be required to complete a waste management plan, which would describe the volume of construction/demolition debris that will be recycled, landfilled, or reused, and identification of the receiving facility, and submit the plan to the City prior to the issuance of any building permits.

According to California Department of Resources Recycling and Recovery's (CalRecycle) Disposal Rate Calculator, the City of Newark had a population disposal rate of 4.7 pounds per person per day in 2020. Operation of the proposed project was anticipated to result in approximately 2,928 pounds of waste per day, or 485 tons per year. As Alt 5 would only increase the number of residential units by 24 units, it is not anticipated to result in generation of significant increase in solid waste compared to the proposed project. Solid waste from Alt 5 would be disposed of at the Altamont Landfill which has a permitted maximum throughput of 11,150 tons per day and has a remaining capacity of 65,400,000 CY. Due to the substantial amount of available capacity remaining at Altamont Landfill, sufficient capacity would be available to accommodate Alt 5's solid waste disposal needs. Alt 5 would implement the City's goals, policies, and standards for reducing waste generation such as those under General Plan Goal CS-8. Alt 5 would not be expected to generate solid waste in excess of state or local standards and would not impair attainment of solid waste reduction goals. Therefore, a less than significant impact related to solid waste would occur.

**Impact UTIL-5: Alt 5 would comply with federal, state, and local management and reduction statutes and regulations related to solid waste.**

Alt 5 would implement all applicable statutes and regulations related to solid waste that has been adopted or implemented by the City. Alt 5 would be served by curbside solid waste and recycling services and solid waste disposal is required to follow the requirements of the contracted waste hauler and disposal facility, which follows local, state, and federal statutes and regulations related to the collection and disposal of solid waste. There are numerous goals, policies, and actions in the City's General Plan related to reducing waste generation in the City. Alt 5 would implement all goals, policies and actions identified in the General Plan such as policies and actions under General Plan Goal CS-8 which requires compliance with the City's waste reduction program and standards set for construction and demolition debris. Alt 5 would comply with all federal, state, and local statues and regulations related to solid waste and impacts would be less than significant.

**19. Wildfire**

**Impact WF-1: Alt 5 would not substantially impair an adopted emergency response plan or emergency evacuation plan.**

The project site is not located within a state responsibility area and does not contain lands classified as being within a very high fire hazard severity zone. Alt 5 involves permanent modifications to Mowry Avenue and may include partial or complete road closures during the construction phase. There are no identified evacuation routes that would be potentially impacted by the construction of Alt 5. A TCP would be prepared which would identify all detours, appropriate traffic controls, and ensure adequate circulation and emergency access are provided during the construction phase. Additionally, all roadway improvements and

construction would be designed to provide adequate emergency vehicle access to the project site during construction and operation of Alt 5. Therefore, project construction and operation activities would not interfere with an emergency evacuation or response plan, and impacts would be less than significant.

**Impact WF-2: Alt 5 would not, due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire.**

The topography of the project site is flat and is located in an urban area with existing developments and roadways. The area surrounding the project site is similarly flat. The project site is not in a state responsibility area and does not contain lands classified as being within a very high fire hazard severity zone. Furthermore, the risk of wildfire in this portion of the City is classified as low. Given the characteristics of the project site, Alt 5 would not exacerbate fire risk beyond what currently exists in the vicinity of the project site. Additionally, Alt 5 would include fire safety measures and would be designed and constructed in accordance with the City's fire protection requirements and the CFC which would minimize the severity of wildfire impacts on structures and residents if a wildfire was to occur nearby. Development of Alt 5 would not expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of wildfire, and there would be no impact.

**Impact WF-3: Alt 5 would not require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment.**

The construction of Alt 5 would require the installation of associated infrastructure to serve the project. The project roadway and neighborhood design would provide adequate turning radii and drive areas for fire trucks and other emergency vehicles. All utilities required for the new development would be located underground and Alt 5 would include installation of fire hydrants at the project site to mitigate fire hazards. The City's fire flow requirements are based on the standards for fire flow requirements of the CFC and Alt 5's fire hydrants would be constructed to meet these requirements. The NFD would review the project plans to ensure that Alt 5 meets the City's fire flow and fire protection requirements. Alt 5 would be required to implement General Plan policies along with the implementation of the Uniform Fire Code, CBC and CFC which would reduce effects of development on wildland fire hazard impacts. Alt 5 would require the installation of associated infrastructure to support the new development but would not exacerbate fire risk beyond what currently exists in the vicinity of the project site. Compliance with City's policies and applicable building and fire codes would minimize fire risk and there would be a less than significant impact.

**Impact WF-4: Alt 5 would not expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes.**

The project site is not in a state responsibility area and does not contain lands classified as being within a very high fire hazard severity zone. The project site and surrounding area is relatively flat and not in an area subject to landslides. Additionally, the project site is located in an area identified as having minimal flood hazards. Alt 5 would use fill to elevate the proposed pad grades for the homes above the FEMA 100-year flood plain elevation which would offer flood damage protection, including potential flooding from sea level rise. The proposed pad grades would exceed the City's standards of requiring a minimum elevation of 11.25 feet and would meet BCDC's currently adopted sea level rise guidance. Additionally, the project's pad elevation would meet the minimum pad elevation requirements of the RPC-SAT projected likely range for sea level rise by the year 2100. As such, Alt 5 would not expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes and there would be a less than significant impact.

**20. Cumulative Impacts**

**Aesthetics: Alt 5, in combination with past, present, existing, approved, pending, and reasonably foreseeable future projects, would not result in a significant cumulative impact related to aesthetics.**

The geographic scope of the cumulative aesthetics analysis is the area surrounding the project site. All related projects considered in the cumulative are located more than one mile away from the project site, except for the Area 4 – Sanctuary West Project which is located approximately 0.4 mile east of the project site. Based on the distance of these related projects (except for the Area 4 – Sanctuary West Project) from the project site, they would not be associated with the visual character of the project area.

However, the Area 4 – Sanctuary West Project identified a significant and unavoidable impact related to changes in visual character associated with the development of the project. The significant and unavoidable impact to visual resources for the Area 4 – Sanctuary West Project is due to the project seeking coverage under the existing Areas 3 and 4 Specific Plan which identified a significant and unavoidable aesthetic impact as it would result in development of approximately 850 acres of undeveloped area with urbanized uses and would change the existing character of the area. The Area 4 - Sanctuary West Project is already approved and would build 469 two-story single-family homes before Alt 5 and therefore, the lands surrounding and in the vicinity of the project site would already be developed with urbanized uses and Alt 5 would not result in changes to the visual character that would result in a significant cumulatively considerable aesthetics impact. Similar to Alt 5, the related

projects would be required to comply with the development standards of the City and would be subject to review by the City to ensure proposed buildings are compatible with surrounding development and to mitigate potential aesthetic impacts. In addition, a portion of the Alt 5 Project site is currently developed with urban industrial uses. Therefore, Alt 5, in conjunction with related projects, would not have a cumulatively considerable impact on aesthetics.

**Agricultural and Forestry Resources: Alt 5, in combination with past, present, existing, approved, pending, and reasonably foreseeable future projects, would not result in a significant cumulative impact related to agricultural and forestry resources.**

Alt 5 would result in no impacts to agricultural and forestry resources. The project site is not designated for agricultural and forestry uses and no agricultural or forestry uses currently exist on-site. Other developments in the project vicinity would be required to demonstrate that development of the related project would not result in significant impacts to agricultural and forestry resources. Related projects considered in the cumulative analysis are located in urbanized areas and would not result in the conversion of agricultural or forestry land to urban uses. Therefore, Alt 5, in conjunction with related projects, would not have a cumulatively considerable impact on agricultural and forestry resources.

**Energy: Alt 5, in combination with past, present, existing, approved, pending, and reasonably foreseeable future projects, would not result in a significant cumulative impact related to energy.**

Alt 5 would be 100 percent electric and the structures would be designed and constructed in accordance with CALGreen and Title 24 standards to increase energy efficiency and reduce energy demand. These standards include minimum energy efficiency requirements related to building envelope, mechanical systems (heating, ventilation, air conditioning, and water heating systems), indoor and outdoor lighting, and illuminated signs. Other planned projects in the vicinity and region would similarly be designed to meet existing CALGreen and Title 24 standards and would require compliance with applicable building code standards related to energy efficiency. This would ensure that the project would not result in the inefficient, unnecessary, or wasteful consumption of energy. Thus, Alt 5, in conjunction with related projects, would not have a cumulatively considerable impact on energy.

**Greenhouse Gas Emissions: Alt 5, in combination with past, present, existing, approved, pending, and reasonably foreseeable future projects, would not result in a significant cumulative impact related to greenhouse gas emissions.**

GHG impacts are a cumulative impact. On their own, GHG emissions from one project cannot result in changes in climate conditions; therefore, the emissions from one project must be considered in the context of their contribution to cumulative global emissions. Alt 5 would not have a significant impact with regard to GHG emissions and would be consistent with the

City's CAP and State plans for achieving GHG reductions and meeting established targets. Additionally, GHG emissions resulting from operation of Alt 5 would not exceed the BAAQMD adjusted significance thresholds. Alt 5 would be consistent with best practices for reducing GHGs through the incorporation of greater energy efficiency by developing the project's structures to be 100 percent electric. Other projects in the region and the State would also have to show consistency with local and State GHG reduction plans and comply with the Title 24 and CALGreen requirements. Therefore, Alt 5, in conjunction with related projects, would not have a cumulatively considerable impact related to GHG emissions.

**Land Use and Planning: Alt 5, in combination with past, present, existing, approved, pending, and reasonably foreseeable future projects, would not result in a significant cumulative impact related to land use and planning.**

Alt 5 would be consistent with applicable goals and policies of the City's General Plan and the General Plan land use designation of Low Density Residential although a General Plan Amendment is proposed for the multi-family affordable housing development parcel. Additionally, Alt 5 is located within the Areas 3 and 4 Specific Plan area which has been identified by the City as an area for future growth, including residential developments. Alt 5 is requesting a rezoning and Specific Plan Amendment to better align the project site with the proposed use and existing and proposed General Plan land use designation. Alt 5 would be consistent with the requirements of the Specific Plan and PD-RS-6000 and multi-family zoning districts with the approval of a Specific Plan Amendment and rezoning. Other development in the project vicinity would be required to demonstrate consistency with the General Plan and development standards through project design or the implementation of mitigation measures. Therefore, Alt 5, in conjunction with related projects, would not have a cumulatively considerable impact on land use.

**Mineral Resources: Alt 5, in combination with past, present, existing, approved, pending, and reasonably foreseeable future projects, would not result in a significant cumulative impact related to mineral resources.**

Alt 5 would have no impact on mineral resources as the project site and its vicinity does not contain any known mineral resources of value and no mineral extraction activities exist within City limits. Other developments in the City would be required to demonstrate that development of the related project would not result in significant impacts to mineral resources. Therefore, Alt 5, in conjunction with related projects, would not have a cumulatively considerable impact on mineral resources.

**Population and Housing: Alt 5, in combination with past, present, existing, approved, pending, and reasonably foreseeable future projects, would not result in a significant cumulative impact related to population and housing.**

The geographic area for cumulative population and housing impacts aligns with the City boundaries and can be extended further to Alameda County and the San Francisco Bay region. Alt 5, in conjunction with the future development in the City, is within the planned growth projections provided by the City's General Plan. Additionally, the number of residential units proposed under Alt 5 would be within the City's projected growth under the General Plan and would contribute to providing a housing quantity closer to the intended housing unit allocation envisioned within the General Plan. Alt 5 would not have a significant impact on housing and job balance and would help the City meet its RHNA. Other related projects would be required to demonstrate consistency with the growth projections identified in the City's General Plan. Therefore, Alt 5, in conjunction with related projects, would not have a cumulatively considerable impact on population and housing.

**Public Services: Alt 5, in combination with past, present, existing, approved, pending, and reasonably foreseeable future projects, would not result in a significant cumulative impact related to public services.**

Alt 5 would result in generation of new residents which would increase demand for public services including police, fire, schools, parks, and other public facilities. However, as the project site is located in an area already served by police and fire protection services, Alt 5 is not anticipated to significantly increase demand. Similar to Alt 5, related projects in the City would be required to pay a Development Impact Fee as required by Chapter 3.24 of the Newark Municipal Code to offset the cost of police and fire protection demands associated with development of a new project. Though implementation of Alt 5 would result in increased demand on police and fire services, it is not anticipated to exacerbate any staffing issues by increasing the service population. The General Plan EIR identified that continued implementation of required fees and General Plan policies related to the police department, including requiring police department review of major new development plans, would ensure that the NPD is actively involved in planning to accommodate future growth in the City and that funds are set aside to allow for construction of new facilities as needed to accommodate future growth. Additionally, Alt 5 and related projects would be required to be designed and constructed in accordance with the City's fire protection requirements and the CBC. Alt 5 is not anticipated to have a cumulative impact on police protection or fire and emergency services such that it would necessitate the construction of new or expanded facilities the construction of which would have adverse environmental impacts. Other related projects would be reviewed for impacts on police or fire and emergency services and would be required to address any potential impacts with mitigation. Therefore, Alt 5, in conjunction with other related projects, would not have a cumulatively considerable impact on police or fire and emergency services.

Alt 5 would be required to pay school impact fees collected by NUSD which would offset school facility costs associated with serving new students that result from new residential

developments. Under SB 50, payment of school impact fees is considered to fully mitigate impacts to schools from new development for the purposes of CEQA. Other related projects that would result in the development of new residential units would also be required to pay fees to offset their impacts. Alt 5 is not anticipated to have a cumulative impact on schools such that it would necessitate the construction of new or expanded school facilities, the construction of which could have adverse environmental impacts. Other related projects would be reviewed for impacts on schools and would be required to address any potential impacts with mitigation. As such, related projects are not anticipated to result in significant impacts to schools. Therefore, Alt 5, in conjunction with related projects, would not have a cumulatively considerable impact on schools.

Alt 5 would result in an increase in the demand for nearby parks; however, Alt 5 would provide on-site open space areas and would pay a parks impact fee as required by the City. Alt 5 is not anticipated to have a cumulative impact on parks such that it would necessitate the construction of new or expanded park facilities the construction of which would have adverse environmental impacts. Other related projects would be reviewed for impacts on parks and would be required to address any potential impacts with mitigation. Other related projects would be required to either dedicate land, or pay a fee in-lieu thereof, or both, at the option of the City as required for all new development within the City. The dedication of land and payment of fees would offset potential impacts from increased demand for park facilities. Therefore, Alt 5, in conjunction with related projects, would not have a cumulatively considerable impact on parks.

**Recreation: Alt 5, in combination with past, present, existing, approved, pending, and reasonably foreseeable future projects, would not result in a significant cumulative impact related to recreation.**

Alt 5 would result in an increase in demand for parks and recreational facilities but would have a less than significant impact on parks as Alt 5 would develop on-site open space, including a new recreational area, and would pay the required parks impact fees. Related projects in the area would have the potential to result in a cumulative impact associated with increased demand for parks, resulting in deterioration of existing parks or requiring construction or expansion of recreational facilities. Related projects would be required to either dedicate land, or pay a fee in-lieu thereof, or both, at the option of the City as required for all new development within the City. The Area 4 – Sanctuary West Project would provide three parks and four boardwalk overlooks that would result in a combined park area of approximately 4.70 acres that would be available for public use, including for use by Alt 5's residents. Related projects would be reviewed for impacts on parks and would be required to address any potential impacts with mitigation. As such, the Alt 5, in conjunction with related projects, would not have a cumulatively considerable impact on recreation.

**Utilities and Service Systems: Alt 5, in combination with past, present, existing, approved, pending, and reasonably foreseeable future projects, would not result in a significant cumulative impact related to utilities and service systems.**

Alt 5 would generate an increased demand for water and wastewater treatment, stormwater drainage, and solid waste services, and would increase demand for water supplies. However, Alt 5's increased demand would be adequately handled by existing systems and would not result in significant impacts to utilities and service systems. Additionally, a WSA prepared for the Areas 3 and 4 Specific Plan found that there were sufficient water supplies available to serve the developments proposed under the Specific Plan. Similar to Alt 5, other related projects would be required to demonstrate that existing systems have the capacity to handle the increase in water, wastewater, stormwater and solid waste generated from the project and that there would be sufficient water supplies to serve the increased demand during normal, dry, and multiple dry year scenarios. Other related projects would be reviewed for impacts on utilities and service systems and would be required to address any potential impacts with mitigation. Therefore, Alt 5, in conjunction with related projects, would not have a cumulatively considerable impact on utilities and service systems.

**Wildfire: Alt 5, in combination with past, present, existing, approved, pending, and reasonably foreseeable future projects, would not result in a significant cumulative impact related to wildfire.**

Alt 5 would have no significant impacts related to wildfire as the project site is not located in an area identified as a very high fire hazard severity zone. Similar to Alt 5, all other related projects would be required to implement General Plan policies identified to reduce wildfire risk along with the Uniform Building Code, CBC, and the CFC which would reduce effects of development on wildfire hazard impacts. Other related projects would be reviewed for impacts on wildfire risk and would be required to address any potential impacts with mitigation. As such, Alt 5, in conjunction with related projects, would not have a cumulatively considerable impact on wildfires.

### *B. Findings Regarding Potentially Significant Impacts*

The following potential environmental impacts of Alt 5 were determined to be potentially significant and to require mitigation measures to avoid their effects or to reduce their severity. The City Council concurs with the conclusions in the DEIR, as incorporated into the FEIR, and makes the following findings with respect to such potentially significant impacts.

#### 1. Air Quality

**Impact AIR-1: Alt 5 could conflict with or obstruct implementation of the applicable air quality plan.**

**Mitigation Measures:** Mitigation Measure AIR-1: Implement Construction Best Management Practices and Mitigation Measure AIR-2: Tier 4 Certified Construction Equipment will be implemented as provided in the MMRP.

**Findings Regarding Impact AIR-1:** Based on the EIR and the entire record before the City, the Council finds that Mitigation Measures AIR-1 and AIR-2 would substantially lessen the severity of Impact AIR-1 for Alt 5, such that this potential impact would be less than significant. Implementation of Mitigation Measure AIR-1 would minimize impacts resulting from fugitive dust emissions during construction activities by requiring implementation of basic construction mitigation measures recommended by the BAAQMD. Implementation of Mitigation Measure AIR-2 would reduce potential air pollutant emissions resulting from use of construction equipment by requiring use of diesel-powered off-road equipment that are U.S. EPA Tier 4 certified, or have CARB approved engine retrofit kits certified to have emissions equivalent to Tier 4 standards. Implementation of these mitigation measures would reduce impacts related to construction air pollutant emissions to a less than significant level and ensure Alt 5 would not conflict with or obstruct implementation of the applicable air quality plan.

**Impact AIR-2: Alt 5 could result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard.**

**Mitigation Measures:** Mitigation Measure AIR-1: Implement Construction Best Management Practices and Mitigation Measure AIR-2: Tier 4 Certified Construction Equipment will be implemented as provided in the MMRP.

**Findings Regarding Impact AIR-2:** Based on the EIR and the entire record before the City, the Council finds that Mitigation Measures AIR-1 and AIR-2 would substantially lessen the severity of Impact AIR-2 for Alt 5, such that this potential impact would be less than significant. Impacts for emission of NOx during remediation and construction would exceed the BAAQMD threshold, and the impact would be potentially significant. Implementation of Mitigation Measure AIR-2 would require project construction to utilize Tier 4 certified construction equipment which would reduce the impact to a less than significant level and would not result in a significant impact. Additionally, implementation of Basic Construction Mitigation Measures as required by Mitigation Measure AIR-1 would reduce impacts of emission of $PM_{10}$ and $PM_{2.5}$ during construction and remediation to a less than significant level and would not result in a significant impact. Therefore, with implementation of Mitigation Measures AIR-1 and AIR-2, Alt 5 would not result in a cumulatively considerable net increase of any criteria pollutant for which the region is non-attainment under an applicable federal or state ambient air quality standard, and the impact would be less than significant.

**Impact AIR-3: Alt 5 could expose sensitive receptors to substantial pollutant concentrations.**

**Mitigation Measures:** Mitigation Measure AIR-1: Implement Construction Best Management Practices and Mitigation Measure HAZ-1: Remediation of Contamination will be implemented as provided in the MMRP.

**Findings Regarding Impact AIR-3:** Based on the EIR and the entire record before the City, the Council finds that Mitigation Measures AIR-1 and HAZ-1 would substantially lessen the severity of Impact AIR-3 for Alt 5, such that this potential impact would be less than significant. Project construction would generate fugitive dust that may impact nearby sensitive receptors and result in potentially significant impacts. Implementation of Mitigation Measure AIR-1 would require project construction to implement fugitive dust control measures that are consistent with BMPs established by the BAAQMD, which would reduce the project's construction-generated fugitive dust impacts to a less than significant level. Similar to the proposed project, Alt 5 would require the demolition of an existing facility where there may be potential for asbestos to be present. Implementation of Mitigation Measure HAZ-1 would require an asbestos survey prior to demolition and soil and ground water quality investigations prior to demolition activities and grading activities and would reduce potential impacts to less than significant. Therefore, with implementation of Mitigation Measures AIR-1 and HAZ-1, Alt 5 would not expose sensitive receptors to substantial pollutant concentrations and impacts would be less than significant.

**2. Biological Resources**

**Impact BIO-1: Alt 5 could have a substantial adverse effect, either directly or through habitat modifications on any species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service.**

**Mitigation Measures:** Mitigation Measure BIO-1: Standard Construction Best Management Practices, Mitigation Measure BIO-2: Environmental Awareness, Mitigation Measure BIO-3: Pre-Construction Nesting Bird Survey, Mitigation Measure BIO-4: Burrowing Owl Pre-Construction Surveys, Mitigation Measure BIO-5: Burrowing Owl Mitigation, Mitigation Measure BIO-6: Special-Status Bat Species, Mitigation Measure BIO-7: Reduce the Spread of Invasive Species, and Mitigation Measure BIO-8: Post-Construction Predator Management Plan and Program will be implemented as provided in the MMRP.

**Findings Regarding Impact BIO-1:** Based on the EIR and the entire record before the City, the Council finds that Mitigation Measures BIO-1 through BIO-8 would substantially lessen the severity of Impact BIO-1 for Alt 5, such that this potential impact would be less than significant. Implementation of Mitigation Measures BIO-1 through BIO-8 would protect special status species by requiring site-wide BMPs, environmental awareness training, pre-construction surveys, guidelines to follow in the event relocation of wildlife is required, and

preparation and implementation of an Invasive Species Management Plan and post-construction predator management plan and programs. Implementation of these mitigation measures would reduce impacts to listed or special-status plants and wildlife to a less than significant level.

**Impact BIO-5: Alt 5 could conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.**

**Mitigation Measures:** Mitigation Measure BIO-9: Tree Preservation Plan will be implemented as provided in the MMRP.

**Findings Regarding Impact BIO-5:** Based on the EIR and the entire record before the City, the Council finds that Mitigation Measure BIO-9 would substantially lessen the severity of Impact BIO-5 for Alt 5, such that this potential impact would be less than significant. Implementation of Mitigation Measure BIO-9 would require preparation of a Tree Preservation Plan prior to the issuance of construction-phase permits and would ensure Alt 5 does not conflict with the City's tree preservation ordinance. Implementation of this mitigation measure would reduce impacts to a less than significant level.

3. **Cultural Resources**

**Impact CUL-2: Alt 5 could cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5.**

**Mitigation Measures:** Mitigation Measure CUL-1: Archaeological Monitoring Program will be implemented as provided in the MMRP.

**Findings Regarding Impact CUL-2:** Based on the EIR and the entire record before the City, the Council finds that Mitigation Measure CUL-1 would substantially lessen the severity of Impact CUL-2 for Alt 5, such that this potential impact would be less than significant. Mitigation Measure CUL-1 would require the preparation of an archaeological monitoring program to be implemented during construction and demolition activities prior to the start of construction activities. With implementation of Mitigation Measure CUL-1, potential impacts related to archaeological resources would be less than significant.

**Impact CUL-3: Alt 5 could disturb any human remains, including those interred outside of formal cemeteries.**

**Mitigation Measures:** Mitigation Measure CUL-2: Human Burials Encountered During Construction will be implemented as provided in the MMRP.

**Findings Regarding Impact CUL-3:** Based on the EIR and the entire record before the City, the Council finds that Mitigation Measure CUL-2 would substantially lessen the severity of Impact CUL-3 for Alt 5, such that this potential impact would be less than significant. Mitigation Measure CUL-2 outlines procedures to be followed in the event of an

accidental discovery or recognition of human remains during project construction activities including PRC Section 5097.98, stopping all work in the area of discovery, and handling of human remains. With implementation of Mitigation Measure CUL-2, potential impacts related to undiscovered human remains would be less than significant.

4. **Geology and Soils**

**Impact GEO-1: Alt 5 could directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: ii) Strong seismic ground-shaking; and ii) seismic-related ground failure, including liquefaction.**

**Mitigation Measures:** Mitigation Measure GEO-1: Implement Recommendations included in the Geotechnical Studies and Mitigation Measure GEO-2: Mitigation of Liquefaction-Induced Impacts on Buildings will be implemented as provided in the MMRP.

**Findings Regarding Impact GEO-1:** Based on the EIR and the entire record before the City, the Council finds that Mitigation Measures GEO-1 and GEO-2 would substantially lessen the severity of Impact GEO-1 for Alt 5, such that this potential impact would be less than significant. Mitigation Measure GEO-1 requires implementation of all mitigation measures and design recommendations contained within the preliminary and design level geotechnical reports into the relevant project plans and specifications. Mitigation Measure GEO-2 requires implementation of all mitigation measures and design recommendations relating to liquefaction contained within the preliminary and design level geotechnical reports into the relevant project plans and specifications and requires the project site plans to be submitted to the City and reviewed as part of the development review process. These mitigation measures would ensure that the proposed development is designed and constructed to withstand seismic related impacts and reduce the potential risks to people and structures. With implementation of mitigation measures, impacts would be less than significant.

**Impact GEO-2: Alt 5 could result in substantial soil erosion or the loss of topsoil.**

**Mitigation Measures:** Mitigation Measure HYD-1: Prepare and Implement a SWPPP will be implemented as provided in the MMRP.

**Findings Regarding Impact GEO-2:** Based on the EIR and the entire record before the City, the Council finds that Mitigation Measure HYD-1 would substantially lessen the severity of Impact GEO-2 for Alt 5, such that this potential impact would be less than significant. Mitigation Measure HYD-1 requires preparation and implementation of a Stormwater Pollution Prevention Plan (SWPPP) that identifies BMPs to control the discharge of sediment and other pollutants during construction. Mitigation Measure HYD-1 would ensure that construction of Alt 5 would not result in substantial soil erosion or loss of topsoil, and impacts would be less than significant.

**Impact GEO-3: Alt 5 could be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse.**

**Mitigation Measures:** Mitigation Measure GEO-1: Implement Recommendations included in the Geotechnical Studies, Mitigation Measure GEO-2: Mitigation of Liquefaction-Induced Impacts on Buildings, Mitigation Measure GEO-3: Prepare and Implement Dewatering and Shoring Plans, and Mitigation Measure HAZ-1: Remediation of Contamination will be implemented as provided in the MMRP.

**Findings Regarding Impact GEO-3:** Based on the EIR and the entire record before the City, the Council finds that Mitigation Measures GEO-1, GEO-2, GEO-3, and HAZ-1 would substantially lessen the severity of Impact GEO-3 for Alt 5, such that this potential impact would be less than significant. Mitigation Measures GEO-1 and GEO-2 require implementation of all mitigation measures and design recommendations contained within the preliminary and design level geotechnical reports into the relevant project plans and specifications and requires the project site plans be submitted to the City and reviewed as part of the development review process. Mitigation Measure GEO-3 would require preparation and implementation of a dewatering plan and potentially a shoring plan if shoring methods are determined to be required for excavation. Mitigation Measure HAZ-1 requires remediation of on-site soils prior to the start of construction activities and evaluation of clean imported fill by a soil engineer prior to use in accordance with recommendations included in the design level geotechnical report to ensure imported fill are suitable for use at the project site to mitigate any potential impacts from unstable soils. These mitigation measures would ensure that the proposed development is designed and constructed to reduce the potential risks to people and structures resulting from unstable soils. With implementation of mitigation measures, impacts would be less than significant.

**Impact GEO-4: Alt 5 could be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property.**

**Mitigation Measures:** Mitigation Measure GEO-1: Implement Recommendations included in the Geotechnical Studies and Mitigation Measure HAZ-1: Remediation of Contamination will be implemented as provided in the MMRP.

**Findings Regarding Impact GEO-4:** Based on the EIR and the entire record before the City, the Council finds that Mitigation Measures GEO-1 and HAZ-1 would substantially lessen the severity of Impact GEO-4 for Alt 5, such that this potential impact would be less than significant. Mitigation Measure GEO-1 requires implementation of all mitigation measures and design recommendations contained within the preliminary and design level geotechnical reports prepared into the relevant project plans and specifications and requires

the project site plans to be submitted to the City and reviewed as part of the development review process. Mitigation Measure HAZ-1 requires remediation of on-site soils prior to the start of construction activities and evaluation of clean imported fill by a soil engineer prior to use in accordance with recommendations included in the design level geotechnical report to ensure imported fill are suitable for use at the project site to mitigate any potential impacts from expansive soils. These mitigation measures would ensure that the proposed development is designed and constructed to reduce the potential risks to people and structures resulting from expansive soils. With implementation of mitigation measures, impacts would be less than significant.

**Impact GEO-6: Alt 5 could be directly or indirectly destroy a unique paleontological resource or site or unique geologic features.**

**Mitigation Measures:** Mitigation Measure GEO-4: Procedures for Paleontological Resources Discovered During Construction will be implemented as provided in the MMRP.

**Findings Regarding Impact GEO-6:** Based on the EIR and the entire record before the City, the Council finds that Mitigation Measure GEO-4 would substantially lessen the severity of Impact GEO-6 for Alt 5, such that this potential impact would be less than significant. Mitigation Measure GEO-4 outlines procedures to be followed if unknown unique paleontological resources are discovered on-site during construction, such as requiring all activities to be stopped within a 50 foot radius of the identified resource until a qualified paleontologist evaluates the finding. This mitigation measure would ensure that Alt 5 does not result in inadvertent destruction of unknown and undiscovered paleontological resources and with implementation of the mitigation measure, impacts would be less than significant.

5. **Hazards and Hazardous Materials**

**Impact HAZ-1: Alt 5 could create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.**

**Mitigation Measures:** Mitigation Measure HAZ-1: Remediation of Contamination will be implemented as provided in the MMRP.

**Findings Regarding Impact HAZ-1:** Based on the EIR and the entire record before the City, the Council finds that Mitigation Measure HAZ-1 would substantially lessen the severity of Impact HAZ-1 for Alt 5, such that this potential impact would be less than significant. Mitigation Measure HAZ-1 requires remediation of existing soil and groundwater contamination at the project site to residential standards prior to the start of construction activities. Implementation of Mitigation Measure HAZ-1 would ensure that all existing on-site soil and groundwater contamination is remediated prior to the start of construction activities and would ensure that impacts associated with the routine transport, use, and

disposal of hazardous materials during remediation activities for Alt 5 would result in a less than significant impact.

**Impact HAZ-2: Alt 5 could create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.**

**Mitigation Measures:** Mitigation Measure HAZ-1: Remediation of Contamination and Mitigation Measure HYD-1: Prepare and Implement a SWPPP will be implemented as provided in the MMRP.

**Findings Regarding Impact HAZ-2:** Based on the EIR and the entire record before the City, the Council finds that Mitigation Measures HAZ-1 and HYD-1 would substantially lessen the severity of Impact HAZ-2 for Alt 5, such that this potential impact would be less than significant. Mitigation Measure HAZ-1 requires remediation of existing soil and groundwater contamination at the project site to residential standards prior to the start of construction activities. Mitigation Measure HYD-1 requires preparation and implementation of a SWPPP to prevent contaminated runoff from leaving the project site during construction activities. Implementation of Mitigation Measure HAZ-1 would ensure that all existing soil and groundwater contamination is remediated prior to the start of construction activities to prevent contaminated materials from being released into the environment and Mitigation Measure HYD-1 would ensure construction impacts related to accidental release of hazardous materials are less than significant.

**Impact HAZ-4: Alt 5 could be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would not create a significant hazard to the public or the environment.**

**Mitigation Measures:** Mitigation Measure HAZ-1: Remediation of Contamination will be implemented as provided in the MMRP.

**Findings Regarding Impact HAZ-4:** Based on the EIR and the entire record before the City, the Council finds that Mitigation Measure HAZ-1 would substantially lessen the severity of Impact HAZ-4 for Alt 5, such that this potential impact would be less than significant. Mitigation Measure HAZ-1 requires remediation of existing soil and groundwater contamination at the project site to residential standards prior to the start of construction activities. Implementation of Mitigation Measure HAZ-1 would ensure that hazardous site conditions are no longer present and ensure that development of Alt 5 would not create a significant hazard to the public or the environment. Implementation of the mitigation measure would mitigate impacts caused by existing soil and groundwater contamination to a less than significant level.

**6. Hydrology and Water Quality**

**Impact HYD-1: Alt 5 could violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality.**

**Mitigation Measures:** Mitigation Measure HYD-1: Prepare and Implement a SWPPP and Mitigation Measure HAZ-1: Remediation of Contamination will be implemented as provided in the MMRP.

**Findings Regarding Impact HYD-1:** Based on the EIR and the entire record before the City, the Council finds that Mitigation Measures HYD-1 and HAZ-1 would substantially lessen the severity of Impact HYD-1 for Alt 5, such that this potential impact would be less than significant. Mitigation Measure HYD-1 would require preparation of a SWPPP and incorporation of BMPs to control sedimentation, erosion, and hazardous materials from contacting stormwater, with the intent of keeping all products of erosion from moving off-site into receiving waters to protect water quality. Mitigation Measure HAZ-1 would require remediation activities including the remediation of contaminated surface waters in the existing retention basins with discharge of the contaminated surface water being completed in accordance with USD permit requirements. Implementation of the mitigation measures would protect water quality from potential impacts and impacts would be less than significant.

**Impact HYD-2: Alt 5 could substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin.**

**Mitigation Measures:** Mitigation Measure GEO-3: Prepare and Implement Dewatering and Shoring Plans will be implemented as provided in the MMRP.

**Findings Regarding Impact HYD-2:** Based on the EIR and the entire record before the City, the Council finds that Mitigation Measure GEO-3 would substantially lessen the severity of Impact HYD-2 for Alt 5, such that this potential impact would be less than significant. Mitigation Measure GEO-3 requires the preparation and implementation of a dewatering plan in accordance with the waste discharge requirements of the RWQCB. Mitigation Measure GEO-3 would ensure Alt 5 would comply with General Plan Policy CD-3.1 which requires the consideration of potential impacts to groundwater quality and water quality. Implementation of the mitigation measure would protect groundwater quality and the impact to groundwater would be less than significant.

**Impact HYD-3: Alt 5 could substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would: i) Result in substantial erosion or siltation on or offsite; or iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff.**

**Mitigation Measures:** Mitigation Measure HYD-1: Prepare and Implement a SWPPP will be implemented as provided in the MMRP.

**Findings Regarding Impact HYD-3:** Based on the EIR and the entire record before the City, the Council finds that Mitigation Measure HYD-1 would substantially lessen the severity of Impact HYD-3 for Alt 5, such that this potential impact would be less than significant. Mitigation Measure HYD-1 requires the preparation of a SWPPP in accordance with the National Pollutant Discharge Elimination System (NPDES) General Construction Permit. The SWPPP would include BMPs and pollution prevention measures (erosion and sediment control measures and measures to control non-stormwater discharges and hazardous spills) that would be implemented during construction activities to prevent, control, and reduce polluted runoff and reduce the potential of erosion impacts. Implementation of the mitigation measure would reduce potential erosion and polluted runoff impacts and the impact would be less than significant.

**Impact HYD-5: Alt 5 could conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan.**

**Mitigation Measures:** Mitigation Measure HYD-1: Prepare and Implement a SWPPP and Mitigation Measure GEO-3: Prepare and Implement Dewatering and Shoring Plans will be implemented as provided in the MMRP.

**Findings Regarding Impact HYD-5:** Based on the EIR and the entire record before the City, the Council finds that Mitigation Measures HYD-1 and GEO-3 would substantially lessen the severity of Impact HYD-3 for Alt 5, such that this potential impact would be less than significant. Mitigation Measure HYD-1 would require obtaining coverage under the NPDES General Construction Permit and preparation of a SWPPP that includes BMPs to meet water discharge requirements. If construction activities encounter groundwater, Alt 5 would implement Mitigation Measure GEO-3 and would be required to prepare a dewatering plan in accordance with the discharge requirements of the RWQCB. Implementation of the mitigation measure would reduce potential water quality and groundwater impacts and ensure Alt 5 would not conflict with any plans adopted for the purpose of protecting water quality or providing sustainable groundwater management. As such, the impact would be less than significant.

**7. Noise**

**Impact NOI-1: Alt 5 could result in a generation of a substantial temporary or permanent increase in ambient noise level in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies.**

**Mitigation Measures:** Mitigation Measure NOI-1: Project-Specific Acoustical Study, Mitigation Measure NOI-2: Project Fixed-Source Noise, and Mitigation Measure NOI-3: Construction Activity will be implemented as provided in the MMRP.

**Findings Regarding Impact NOI-1:** Based on the EIR and the entire record before the City, the Council finds that Mitigation Measures NOI-1, NOI-2, and NOI-3 would substantially lessen the severity of Impact NOI-1 for Alt 5, such that this potential impact would be less than significant. Mitigation Measure NOI-1 would require the preparation of a project-specific acoustical analysis to determine necessary noise control treatments to reduce interior traffic and train noise level impacts. Mitigation Measure NOI-2 would require a noise analysis be prepared by a qualified acoustical engineer and design of operational equipment in accordance with the measures provided in the analysis such as shielding, barriers, and/or attenuators to reduce noise levels that may affect nearby properties from on-site equipment required for operation of the Alt 5. Mitigation Measure NOI-3 would restrict construction and remediation to the hours between 7:00 A.M. and 6:00 P.M., Monday through Friday; and between 8:00 A.M. and 5:00 P.M. on Saturdays; and no construction would be permitted on Sundays and holidays to ensure compliance with the City's construction noise requirements. With implementation of the mitigation measures, impacts would be less than significant.

**8. Tribal Cultural Resources**

**Impact TRIB-1: Alt 5 could cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to California Native American tribe, and that is: i) listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.**

**Mitigation Measures:** Mitigation Measure CUL-1: Archaeological Monitoring Program and Mitigation Measure CUL-2: Human Burials Encountered During Construction will be implemented as provided in the MMRP.

**Findings Regarding Impact TRIB-1:** Based on the EIR and the entire record before the City, the Council finds that Mitigation Measures CUL-1 and CUL-2 would substantially lessen the severity of Impact TRIB-1 for Alt 5, such that this potential impact would be less than significant. Mitigation Measure CUL-1 would require the preparation and

implementation of a monitoring program which would include, but not limited to, identification of qualified archaeologists, preconstruction briefing for construction personnel on procedures to be followed in the event that unknown resources are encountered during construction, and construction monitoring. Additionally, Mitigation Measure CUL-1 requires consultation with a Native American tribal representative from a tribe that is traditionally and culturally affiliated to the geographic area where the project is located to determine the significance of the discovered resource and ensure proper handling of the resource. In the event of an accidental discovery or recognition of any human remains, Alt 5 would be required to implement Mitigation Measure CUL-2 which requires the stoppage of all ground disturbing work so that the County Coroner may determine in the remains are Native American. With implementation of Mitigation Measures CUL-1 and CUL-2, potential impacts to tribal cultural resources would be less than significant.

**9. Cumulative Impacts**

**Air Quality: Alt 5, in combination with past, present, existing, approved, pending, and reasonably foreseeable future projects, would not result in a significant cumulative impact related to Air Quality.**

**Mitigation Measures:** Mitigation Measure AIR-1: Implement Construction Best Management Practices, Mitigation Measure AIR-2: Tier 4 Certified Construction Equipment, and Mitigation Measure HAZ-1: Remediation of Contamination will be implemented as provided in the MMRP.

**Findings Regarding Cumulative Air Quality Impact:** As discussed in the EIR, the proposed project would be consistent with the Clean Air Plan with the implementation of Mitigation Measure AIR-1. Alt 5 would have the same level of impact as the proposed project and would require implementation of the same mitigation measures. Mitigation Measure AIR-1 requires the implementation of basic construction mitigation measures recommended by the BAAQMD to reduce fugitive dust emissions. Additionally, Alt 5 is required to implement Mitigation Measure AIR-2 which requires project construction to utilize Tier 4 certified construction equipment. Implementation of Mitigation Measures AIR-1 and AIR-2 would reduce project construction emissions and ensure emissions would not exceed BAAQMD thresholds. In addition to Mitigation Measures AIR-1 and AIR-2, Alt 5 would be required to implement Mitigation Measure HAZ-1 to ensure that asbestos surveys are conducted for the existing structures on-site prior to demolition to ensure that demolition does not result in NOA pollutant concentrations to sensitive receptors nearby. Project operational emissions would be below the BAAQMD daily and annual significance thresholds.

The closest related project, the Area 4 – Sanctuary West Project, is located approximately 0.4 mile east of the project site and the analysis prepared for the Area 4 – Sanctuary West Project

did not identify significant air quality impacts. All other related projects are located more than one mile away from the project site and there are no related projects located near the project site that would result in construction activities during the same construction period as Alt 5. Related projects would be required to implement similar mitigation measures as Alt 5 to reduce construction related emissions and ensure that construction related air quality impacts are less than significant. Additionally, related projects would require project specific air quality analysis be conducted to analyze impacts and determine project specific mitigation measures to reduce potential impacts. Therefore, Alt 5's impacts would not result in a cumulatively considerable impact. Operation of Alt 5 would not expose future residents of the project site to substantial pollutant concentration that may cause harmful effects as the risk would be below the threshold of significance. Therefore, with implementation of mitigation measures, Alt 5, in conjunction with related projects, would not have a cumulatively considerable impact on air quality.

**Biological Resources: Alt 5, in combination with past, present, existing, approved, pending, and reasonably foreseeable future projects, would not result in a significant cumulative impact related to biological resources.**

**Mitigation Measures:** Mitigation Measure BIO-1: Standard Construction Best Management Practices, Mitigation Measure BIO-2: Environmental Awareness, Mitigation Measure BIO-3: Pre-Construction Nesting Bird Survey, Mitigation Measure BIO-4: Burrowing Owl Pre-Construction Surveys, Mitigation Measure BIO-5: Burrowing Owl Mitigation, Mitigation Measure BIO-6: Special-Status Bat Species, Mitigation Measure BIO-7: Reduce the Spread of Invasive Species, Mitigation Measure BIO-8: Post-Construction Predator Management Plan and Program, and Mitigation Measure BIO-9: Tree Preservation Plan will be implemented as provided in the MMRP.

**Findings Regarding Cumulative Biological Resources Impact:** The project site is located in an area with agricultural and industrial uses in the southwestern portion of the City. Of the 29 acre project site, 19 acres are currently disturbed and developed with the existing auto parts and scrap metal salvage lot and is primarily covered by existing structure and pavement. The approximately 10 acre northern parcel is undeveloped ruderal/disturbed habitat. Additionally, Alt 5's construction would extend outside of the 29 acre project site to include off-site utility and circulation improvements along Mowry Avenue. Vegetation communities/land covers for the project area consist of developed land, ruderal/disturbed habitat, stormwater detention basins. Project site portions identified as developed land generally lacks significant habitat value for plants and wildlife and wildlife within developed areas is comprised of species that can tolerate regular human disturbance. The ruderal/disturbed area is comprised of vegetation dominated by naturalized or invasive non-native species and ruderal native annuals and provide marginal nesting and foraging habitat

for bird species in the region as well as habitat for disturbance-tolerant wildlife. The stormwater detention basins support patches of rapidly colonizing wetland plants.

Alt 5 would implement Mitigation Measures BIO-1 through BIO-9 to reduce potential impacts during construction and operation of Alt 5 to wildlife species and City protected trees to a less than significant level and would be consistent with the City's biological policies and tree ordinance. Other related projects in the project vicinity and region would be required to implement similar mitigation to reduce potential impacts to special status species and comply with local biological policies and ordinances. Therefore, with implementation of mitigation measures, Alt 5, in conjunction with related projects, would not have a cumulatively considerable impact on biological resources.

**Cultural Resources: Alt 5, in conjunction with past, present, existing, approved, pending, and reasonably foreseeable future projects in the City, would not result in a significant cumulative impact related to cultural resources.**

**Mitigation Measures:** Mitigation Measure CUL-1: Archaeological Monitoring Program and Mitigation Measure CUL-2: Human Burials Encountered During Construction will be implemented as provided in the MMRP.

**Findings Regarding Cumulative Cultural Resources Impact:** The geographic scope of the cumulative cultural resources analysis is the project site. The project site does not contain any historical resources and is not located within an identified historic district and therefore, would not result in the destruction of historical resources and there would be no impact. The project site does not contain any recorded archaeological or paleontological resources or burial sites. However, as discussed in the DEIR, there is the possibility that previously undiscovered resources could be encountered by construction activities. Therefore, Mitigation Measures CUL-1 and CUL-2 were identified to reduce potential impacts to a less than significant level. Implementation of identified mitigation measures would ensure that undiscovered cultural resources are not adversely affected by project-related construction activities, which would prevent the destruction or degradation of potentially significant undiscovered cultural resources in the area and would reduce potential impacts to a less than significant level. Related projects would be required to identify and implement similar mitigation measures to protect undiscovered cultural resources during construction. The Area 4 – Sanctuary West Project identified significant and unavoidable impacts to cultural resources; however, the geographic scope of impacts for cultural resources is the project site and does not contribute to cumulative impacts. Therefore, with implementation of mitigation measures, Alt 5, in conjunction with related projects, would not have a cumulatively considerable impact on cultural resources.

**Geology and Soils: Alt 5, in conjunction with past, present, existing, approved, pending, and reasonably foreseeable future projects in the City, would not result in a significant cumulative impact related to geology and soils.**

**Mitigation Measures:** Mitigation Measure GEO-1: Implement Recommendations included in the Geotechnical Studies, Mitigation Measure GEO-2: Mitigation of Liquefaction-Induced Impacts on Buildings, Mitigation Measure GEO-3: Prepare and Implement Dewatering and Shoring Plans, Mitigation Measure GEO-4: Procedures for Paleontological Resources Discovered During Construction, Mitigation Measure HAZ-1: Remediation of Contamination, and Mitigation Measure HYD-1: Prepare and Implement a SWPPP will be implemented as provided in the MMRP.

**Findings Regarding Cumulative Geology and Soils Resources Impact:** Alt 5 would result in significant impacts related to geology and soils if it would result in substantial adverse effects involving rupture of earthquake faults and seismic ground shaking, seismic related ground failure, expansive or unstable soils, erosion impacts, or destruction of a unique paleontological resource. Alt 5 would not result in substantial geology and soils impacts; however, Alt 5 would implement mitigation measures to reduce potential impacts from seismic related ground failure, expansive or unstable soils, erosion impacts and impacts to paleontological resources to a less than significant level. Mitigation Measures GEO-1 through GEO-4 requiring implementation of design recommendations identified in the preliminary and design level geotechnical reports, as well as requiring preparation of dewatering and shoring plans, and outlining procedures for instances where paleontological resources are discovered during construction, would be implemented to reduce all potential geology and soils impacts to a less than significant level. Mitigation Measure HAZ-1 would be implemented to ensure the clean imported fill utilized are suitable for use at the project site. Additionally, Mitigation Measure HYD-1 would be implemented to ensure construction would not result in substantial soil erosion impacts. Other related projects would be required to implement similar mitigation to reduce impacts related to geology and soils if investigations determine that they were necessary for the related project. Other related projects would be reviewed for impacts related to geology and soils and would be required to address any potential impacts with mitigation. Therefore, with implementation of mitigation measures, Alt 5, in conjunction with related projects, would not have a cumulatively considerable impact related to geology and soils.

**Hazards and Hazardous Materials: Alt 5, in conjunction with past, present, existing, approved, pending, and reasonably foreseeable future projects in the City, would not result in a significant cumulative impact related to hazards and hazardous materials.**

**Mitigation Measures:** Mitigation Measure HAZ-1: Remediation of Contamination and Mitigation Measure HYD-1: Prepare and Implement a SWPPP will be implemented as provided in the MMRP.

**Findings Regarding Cumulative Hazards and Hazardous Materials Impact:** Alt 5 would not result in the use of substantial quantities of hazardous materials or the creation of new hazards. However, there is the potential for hazardous materials, including contaminated soil and water at the site, to be released into the environment resulting from construction activities. Mitigation Measures HAZ-1 and HYD-1 requiring preconstruction surveys to identify existing hazardous conditions on-site, remediation of on-site soils and water identified as being contaminated from previous site uses, and requiring the preparation and implementation of a SWPPP, would be incorporated into Alt 5 to reduce potential impacts to a less than significant level. It is reasonable to assume that other related projects would be required to implement similar mitigation to reduce impacts from hazardous materials if investigations determine that they were necessary for the related project. Other related projects would be reviewed for impacts related to hazards and hazardous materials and would be required to address any potential impacts with mitigation. Therefore, with implementation of mitigation measures, Alt 5, in conjunction with related projects, would not have a cumulatively considerable impact related to hazards and hazardous materials.

**Hydrology and Water Quality: Alt 5, in conjunction with past, present, existing, approved, pending, and reasonably foreseeable future projects in the City, would not result in a significant cumulative impact related to hydrology and water quality.**

**Mitigation Measures:** Mitigation Measure HYD-1: Prepare and Implement a SWPPP and Mitigation Measure GEO-3: Prepare and Implement Dewatering and Shoring Plans will be implemented as provided in the MMRP.

**Findings Regarding Cumulative Hydrology and Water Quality Impact:** Alt 5 would not result in substantial degradation to water quality or result in substantial hydrology impacts. However, there is potential for construction related impacts to water quality and increased polluted runoff from the project site. Mitigation Measures HYD-1 and GEO-3 requiring preparation and implementation of a SWPPP and requiring implementation of design recommendations identified in the preliminary and design level geotechnical reports, would be incorporated into Alt 5 to reduce potential impacts to a less than significant level. It is reasonable to assume that related projects would be required to implement similar mitigation to reduce impacts related to hydrology and water quality if it were determined that they were necessary for the related project. Related projects would be reviewed for impacts related to hydrology and water quality and would be required to address any potential impacts with mitigation. Therefore, with implementation of mitigation measures, Alt 5, in conjunction with related projects, would not have a cumulatively considerable impact related to hydrology and water quality.

**Noise: Alt 5, in conjunction with past, present, existing, approved, pending, and reasonably foreseeable future projects in the City, would not result in a significant cumulative impact related to noise.**

**Mitigation Measures:** Mitigation Measure NOI-1: Project-Specific Acoustical Study, Mitigation Measure NOI-2: Project Fixed-Source Noise, and Mitigation Measure NOI-3: Construction Activity will be implemented as provided in the MMRP.

**Findings Regarding Cumulative Noise Impact:** The geographic scope of the cumulative noise analysis is the immediate project vicinity. Construction activities associated with Alt 5 would increase noise levels. However, construction noise and vibration would be temporary and limited to the restrictions set by the Areas 3 and 4 Specific Plan RDEIR, as required by Mitigation Measure NOI-3. Operation of Alt 5 would also be required to implement Mitigation Measure NOI-1, which includes compliance with City requirements to reduce interior noise levels within the buildings. Additionally, Alt 5 would implement Mitigation Measure NOI-2 which requires compliance with requirements in Section 17.24.100, Paragraph A.2.a in the City of Newark Municipal Code and preparation of a noise analysis and incorporation of design measures as needed, such as shielding, barriers, and/or attenuators to reduce noise levels that may affect nearby properties.

Cumulative impacts from construction generated noise could result if other future planned construction activities take place near the project site and/or along the off-site improvements and cumulatively combine with construction noise from the project. The nearest related project to the project site is the Area 4 – Sanctuary West Project which is located approximately 0.4 mile east of the project site. Similar to Alt 5, the Area 4 – Sanctuary West Project would be required to implement mitigation measures and comply with the City's construction noise requirements to limit construction-related noise impacts such as restricting construction hours and implementing measures such as shielding to reduce noise from construction equipment and activities. Additionally, the Area 4 – Sanctuary West Project would conduct a project-specific acoustical analysis and incorporate operational noise reduction measures to ensure that development does not result in operational noise impacts or contribute to a cumulative noise impact in the vicinity of the project, similar to Alt 5. The Area 4 – Sanctuary West Project's environmental analysis identified that there would be no significant environmental effects related to noise from development of the Area 4 – Sanctuary West Project and that impacts would be less than significant with incorporation of mitigation measures. All other related projects considered in the cumulative analysis are located more than one mile away from the project site and given the distance between the other related projects and the project site, short-term construction noise and vibration generated by Alt 5 would not combine with any other related construction project. Furthermore, the construction and operation of the related projects would be required to comply with the same City noise requirements and implement mitigation to reduce noise level and vibration. Therefore, with implementation of mitigation measures, Alt 5, in conjunction with related project, would not have a cumulatively considerable impact on noise.

**Tribal Cultural Resources: Alt 5, in conjunction with past, present, existing, approved, pending, and reasonably foreseeable future projects in the City, would not result in a significant cumulative impact related to tribal cultural resources.**

**Mitigation Measures:** Mitigation Measure CUL-1: Archaeological Monitoring Program and Mitigation Measure CUL-2: Human Burials Encountered During Construction will be implemented as provided in the MMRP.

**Findings Regarding Cumulative Tribal Cultural Resources Impact:** The geographic scope of the cumulative tribal cultural resources analysis is the project site. According to CEQA, the importance of tribal cultural resources is the value of the resource to California Native American tribes culturally affiliated with the project area. Therefore, the issue that must be explored in a cumulative analysis is the loss of tribal cultural resources. For tribal cultural resources that are avoided or preserved through dedication within open space, no impacts would occur. However, if avoidance or dedication of open space to preserve tribal cultural resources is infeasible, those impacts must be considered in combination with tribal cultural resources that would be impacted for other projects included in the cumulative project list.

Related projects located in the region would have the potential to result in a cumulative impact associated with the loss of tribal resources through development activities that could cause a substantial adverse change in the significance of a tribal cultural resource. Any related projects that involve ground disturbing activities would have the potential to result in significant impacts to tribal cultural resources. All projects would be regulated by applicable federal, state, and local regulations to avoid the destruction of tribal cultural resources. No tribal cultural resources have been identified within the project site during the cultural evaluation. In the event that tribal cultural resources are inadvertently discovered during construction, Mitigation Measures CUL-1 and CUL-2 would be implemented to reduce potentially significant impacts to a less than significant level. As such, impacts to tribal cultural resources would be unlikely to occur with implementation of the project. Related projects would be required to identify and implement similar mitigation measures to protect undiscovered tribal cultural resources during construction. Therefore, with implementation of mitigation measures, Alt 5, in conjunction with related projects, would not have a cumulatively considerable impact on tribal cultural resources.

### *C. Findings Regarding Significant and Unavoidable Impacts*

The following potential environmental impacts of Alt 5 were determined to be significant and unavoidable even with implementation of mitigation measures to reduce their severity. The City Council concurs with the conclusions in the EIR, and makes the following findings with respect to such significant and unavoidable impacts.

#### 1. Transportation

**Impact TRANS-2: Alt 5 would conflict or be inconsistent with CEQA Guidelines Section 15064.3, Subdivision(b).**

**Mitigation Measures:** Mitigation Measure TRANS-1: Implementation of a Transportation Demand Management Plan will be implemented as provided in the MMRP.

**Findings Regarding Impact TRANS-2:** Based on the DEIR and the entire record before the City, the Council finds that Mitigation Measure TRANS-1 would not substantially lessen the severity of Impact TRANS-2 for Alt 5, such that this potential impact would be significant and unavoidable.

As outlined in the DEIR, the analysis included an estimate of VMT per resident generated by the proposed project which identified that the proposed project would have an average a VMT per resident of 27.9, which is above the threshold of significance of 19.4. Based on the revised analysis provided by Fehr & Peers, Alt 5 would result in an average VMT per resident of 27.4, which is above the threshold of significance of 19.4. Therefore, Alt 5 would cause a significant impact on VMT because it would exceed existing citywide household VMT per capita minus 15 percent. Mitigation Measure TRANS-1 would be implemented to reduce project-generated VMT which requires the implementation of a Transportation Demand Management (TDM) Plan that would include measures that discourage the use of single-occupant automobiles and encourage the use of other travel modes. TDM Plan describe implementation of strategies to provide incentives that encourage walking, biking, and transit and reduce private automobile trips and parking demand. TDM strategies include, but are not limited to, offering to provide free parking spaces for car share vehicles and offering carpool matching to project residents. However, it is estimated that a TDM Plan would reduce the project-generated VMT by less than one percent which would not be adequate to reduce the project-generated VMT to below the threshold of significance. No other feasible mitigation measures have been identified that would avoid or substantially lessen this impact to a less than significant level. Therefore, even with implementation of mitigation measures and the policies and strategies described in the EIR, Alt 5 would have a significant and unavoidable impact related to VMT. The City Council adopts the Statement of Overriding Considerations set forth in Exhibit 2 finding that this significant unmitigated impact is outweighed by Alt 5's overriding benefits.

**2. Cumulative Impacts**

**Transportation: Alt 5, in combination with past, present, existing, approved, pending, and reasonably foreseeable future projects, would result in a significant cumulative impact related to transportation.**

**Mitigation Measures:** Mitigation Measure TRANS-1: Implementation of a Transportation Demand Management Plan will be implemented as provided in the MMRP.

**Findings Regarding Cumulative Transportation Impact:** Based on the DEIR and the entire record before the City, the Council finds that Mitigation Measure TRANS-1 would not substantially lessen the severity of cumulative transportation impacts for Alt 5.

According to OPR's Technical Advisory for *Evaluating Transportation Impacts in CEQA*, a project's cumulative impacts are based on an assessment of whether the "incremental effects of an individual project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects. The related projects considered in the cumulative analysis would not have a bearing on the VMT analysis since the cumulative condition VMT data would come from the regional traffic model's 2040 horizon. A project that falls below an efficiency-based threshold that is aligned with long-term environmental goals and relevant plants would have no cumulative impact distinct from the project impact.

Alt 5 would not conflict with the City's General Plan Circulation Element, any program, plan, ordinance or policy addressing the circulation system. However, Alt 5 would exceed the Countywide VMT threshold and result in a significant and unavoidable impact. Mitigation Measure TRANS-1, which requires the preparation and implementation of a TDM Plan, was identified to reduce VMT impacts. However, even with the implementation of Mitigation Measure TRANS-1, implementation of the TDM Plan would reduce project-generated VMT by less than one percent which would not be adequate to reduce the project-generated VMT to below the threshold of significance. No other feasible mitigation measures have been identified that would avoid or substantially lessen this impact to a less than significant level. Therefore, even with implementation of mitigation measures and the policies and strategies described in the EIR, Alt 5 would have a cumulatively considerable impact with respect to VMT and result in a significant and unavoidable cumulative impact related to transportation. The City Council adopts the Statement of Overriding Considerations set forth in Exhibit 2 finding that this significant unmitigated impact is outweighed by Alt 5's overriding benefits.

**EXHIBIT 2**

**STATEMENT OF OVERRIDING CONSIDERATIONS**

The City Council adopts and makes this statement of overriding considerations concerning the Alt 5's significant impact on VMT to explain why Alt 5's benefits override and outweigh its unavoidable impact. Having (i) adopted all feasible mitigation measures, (ii) rejected as infeasible other alternatives as discussed above, (iii) identified and considered the significant, unavoidable impact on VMT, and (iv) balanced the benefits of Alt 5 against Alt 5's significant and unavoidable impact, the City Council find that the benefits outweigh and override the significant unavoidable impacts for the reasons stated below. Pursuant to Public Resources Code Section 21081 and CEQA Guidelines sections 15091 et. seq. and after review of the entire administrative record, including the Draft and Final EIR, the staff reports, and the oral and written testimony, and the evidence provided in the record as a whole, the City Council finds that Alt 5's significant unmitigated impact on VMT is outweighed by Alt 5's overriding benefits. The below stated reasons summarize the benefits, goals, and objectives of the Project and provide the rationale for the benefits of Alt 5. Each benefit set forth below constitutes an overriding consideration warranting approval of Alt 5, independent of the other benefits, despite the unavoidable impact on VMT.

Environmental Benefits

Remediation of Hazardous Materials. The Mowry Village Project site is currently occupied by a legally non-conforming auto dismantling facility and has been used for those operations since 1966. Environmental investigations have identified the presence of contaminated soil and groundwater. As part of Alt 5, all known hazardous materials will be remediated in accordance with applicable regulatory requirements and oversight. This remediation will remove existing environmental hazards and facilitate safe residential reuse of the site, thereby improving public health and environmental quality.

Preservation of Sensitive Environmental Resources. Alt 5 advances long-term environmental preservation by reallocating residential units from wetland-constrained portions of Subareas B and C to a previously developed and disturbed portion of Subarea D. This approach avoids direct impacts to sensitive biological and aquatic resources and supports the City's broader environmental stewardship goals.

Sustainable Site Design and Stormwater Management. Alt 5 incorporates sustainable site design elements, including landscaped parkways, tree-lined streets, and approximately 4.89 acres of open space that enhance stormwater infiltration and reduce urban runoff. Alt 5 integrates low-

impact development (LID) techniques and bioretention features to meet regional water quality standards under Provision C.3 of the Municipal Regional Stormwater NPDES Permit.

Economic Benefits

Revitalization of Underutilized Land. Alt 5 transforms a long-standing legally non-conforming industrial use (an auto dismantling facility) into a high-quality residential neighborhood, significantly improving land use efficiency and contributing to the economic revitalization of the surrounding area.

Fiscal Revenue Generation. Alt 5 is expected to generate substantial one-time revenues through development impact fees, permit fees, and construction-related taxes. In addition, ongoing revenues will be generated through property taxes, public service taxes, and related assessments that contribute to the City of Newark's general fund and support public services such as parks, police, and fire protection.

Support for Local Services and Commerce. With the addition of 227 new homes (including affordable units), Alt 5 will increase the City's residential population, thereby supporting local schools, retail centers, and service providers in Newark.

Job Creation and Employment-Based Expansion. Alt 5 will generate short-term construction employment opportunities across multiple trades and disciplines, and contribute to the regional economy through construction-related spending on materials, labor, and services. Additionally, the growth in population and residential investment will support local and regional sustainability goals by expanding the employment base for neighborhood-serving businesses, schools, and public services.

Social Benefits

Multimodal Connectivity and Walkable Neighborhood Design. Alt 5 promotes walkability and multimodal access by incorporating an internal network of sidewalks and tree-lined private streets that via Mowry Avenue connect residents to nearby parks, schools, and commercial services. The site design emphasizes pedestrian-scale features and safe, comfortable routes for walking and biking.

Access to Community Amenities. Alt 5 includes approximately 4.89 acres of open space, including one neighborhood park, landscaped sidewalks, and a private park that supports community interaction, outdoor recreation, and social well-being. These spaces are integrated throughout the neighborhood and are accessible to all residents, including those in the affordable multifamily building.

Integrated Affordable Housing. The inclusion of 30 deed-restricted affordable units and one manager's unit within the project site advances social equity and promotes economic integration

within the community. Affordable units are located adjacent to market-rate homes and will have access to the same community amenities, supporting a mixed-income neighborhood fabric.

Health and Sustainability. Alt 5 incorporates Bay-Friendly landscaping practices, drought-tolerant plantings, and low-water irrigation systems that support a healthy environment and reduce water use. Stormwater management features, including bioretention areas and landscaped parkways, enhance environmental quality and provide additional green space benefits for residents.

Conclusion

After carefully balancing the specific economic, environmental, social, planning, and other benefits of Alt 5, the City Council has determined that the project's single significant and unavoidable environmental impact related to vehicle miles traveled (VMT) may be considered acceptable in light of the substantial benefits identified herein. These benefits include the removal of a non-conforming industrial use, the creation of new market-rate and affordable housing, environmental remediation, infrastructure improvements, and the preservation of environmentally constrained lands elsewhere within the Areas 3 and 4 Specific Plan.

Recognizing that this significant and unavoidable impact will result from the implementation of the project, the City Council adopts this Statement of Overriding Considerations pursuant to CEQA Guidelines Section 15093. Having adopted all feasible mitigation measures and considered the EIR and administrative record, the City finds that each individual benefit of Alt 5 constitutes an overriding consideration, independent of other benefits, sufficient to warrant approval of the project. Accordingly, the City finds that the collective and individual benefits of Alt 5 outweigh and override the unavoidable adverse environmental effects and justify approval of Alt 5.

**EXHIBIT 3**

**MITIGATION MONITORING AND REPORTING PROGRAM**

See attached

Stantec

# Mowry Village Project

Mitigation Monitoring and Reporting Program

October 3, 2025

Prepared for:

City of Newark
Community Development Department
37101 Newark Boulevard
Newark, California 94560

Prepared by:

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# ACRONYMS AND ABBREVIATIONS

| | |
|---|---|
| ACWD | Alameda County Water District |
| Applicant | Mowry Project Owner, LLC |
| BAAQMD | Bay Area Air Quality Management District |
| BMPs | Best Management Practices |
| CDFW | California Department of Fish and Wildlife |
| CEQA | California Environmental Quality Act |
| City | City of Newark |
| EIR | Environmental Impact Report |
| MMRP | Mitigation Monitoring and Reporting Program |
| NAHC | Native American Heritage Commission |
| PRC | Public Resources Code |
| SWPPP | Stormwater Pollution Prevention Plan |
| TDM | Transportation Demand Management |
| VMT | vehicle miles traveled |

# 1.0 MITIGATION MONITORING AND REPORTING PROGRAM

The purpose of the Mitigation Monitoring and Reporting Program (MMRP) is to provide the City of Newark (City) and Mowry Project Owner, LLC (Applicant) with a comprehensive list of the mitigation measures identified in the Environmental Impact Report (EIR) for the Mowry Village Project.

## 1.1 INTRODUCTION

The City is acting as the Lead Agency, as defined by the California Environmental Quality Act (CEQA). In accordance with Public Resources Code (PRC) section 21081.6, a Lead Agency that approves or carries out a project with potentially significant environmental effects shall adopt a "reporting or monitoring program for the changes to the project which it has adopted or made a condition of a project approval to mitigate or avoid significant effects on the environment."

The CEQA Guidelines provide direction for clarifying and managing the complex relationships between a Lead Agency and other agencies with respect to implementing and monitoring mitigation measures. In accordance with CEQA Guidelines section 15097(d), "each agency has the discretion to choose its own approach to monitoring or reporting; and each agency has its own special expertise." This discretion will be exercised by implementing agencies at the time they consider any of the activities identified in the environmental document.

This MMRP is a working guide to facilitate both the implementation of the mitigation measures and the monitoring, compliance, and reporting activities by the City and any monitors it may designate. If the City adopts the EIR for the project, it will adopt the MMRP.

## 1.2 OVERVIEW OF THE MITIGATION MONITORING AND REPORTING PROGRAM

The MMRP is presented in the following table and includes the following components:

- The list of mitigation measures contained in the EIR, as adopted by the City;
- The party responsible for implementing the mitigation measure;
- The timing for implementation of the mitigation measure;
- The agency responsible for monitoring implementation of the mitigation measure; and
- The monitoring action and frequency.

The City and its contractors will be required to comply with this MMRP in all respects. In any instance where non-compliance occurs, the City-designated environmental monitors (the "monitoring party" listed in the MMRP) will issue a warning to the construction supervisor and notify the City's Director of Community Development. Any decisions to halt work due to non-compliance will be made by the City. The City's designated environmental monitors will keep records of any incidents of non-compliance with mitigation measures. The MMRP will be maintained in the City's files for use in construction and operation of the project.



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| Mitigation Measures | Implementation Party | Timing of Implementation | Monitoring Party and Monitoring Action | Monitoring Frequency | Verification of Implementation | |
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| **Section 3.3 - Air Quality** | | | | | | |
| **MM AIR-1: Implement Construction Best Management Practices (BMPs).** The Applicant shall require all construction contractors to implement the basic construction mitigation measures recommended by the Bay Area Air Quality Management District (BAAQMD) to reduce fugitive dust emissions. Emission reduction measures will include, at a minimum, the following measures. Additional measures may be identified by the BAAQMD or contractor as appropriate:<br>• All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) will be watered two times per day.<br>• All haul trucks transporting soil, sand, or other loose material off-site will be covered.<br>• All visible mud or dirt track-out onto adjacent public roads will be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.<br>• All vehicle speeds on unpaved roads shall be limited to 15 miles per hour.<br>• All roadways, driveways, and sidewalks to be paved will be completed as soon as possible. Building pads will be laid as soon as possible after grading unless seeding or soil binders are used.<br>• Idling times shall be minimized either by shutting equipment off when not in use or by reducing the maximum idling time to 5 minutes (as required by the California Airborne Toxics Control Measure Title 13, Section 2485 of California Code of Regulations; clear signage shall be provided for construction workers at all access points.<br>• All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications.<br>• All equipment shall be checked by a certified visible emissions evaluator or checked by a certified mechanic and determined to be running in proper condition prior to operation.<br>• Post a publicly visible sign with the telephone number and person to contact at the City regarding dust complaints. This person will respond and take corrective action within 48 hours. BAAQMD's phone number will also be visible to ensure compliance with applicable regulations. | • Applicant<br>• Construction Contractor | Prior to issuance of grading permit and during construction. | **Monitoring Party:**<br>• City of Newark Community Development Department<br>**Monitoring Action:**<br>• Confirm BMPs are included in project specifications and grading plan.<br>• Confirm BMPs are implemented throughout the construction phase. | Prior to issuance of grading permit and throughout the construction phase as needed. | | |

| Mitigation Measures | Implementation Party | Timing of Implementation | Monitoring Party and Monitoring Action | Monitoring Frequency | Verification of Implementation | |
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| **MM AIR-2: Tier 4 Certified Construction Equipment.** The Applicant or designated contractor shall specify, and the City shall verify that all grading, building, and other construction permits for the project, include the following requirement: All diesel-powered off-road equipment used for project remediation and construction activities shall be U.S. EPA Tier 4 certified, or have California Air Resources Board approved engine retrofit kits certified to have emissions equivalent to Tier 4 standards. | • Applicant<br>• Construction Contractor | Prior to issuance of grading permit and during construction. | **Monitoring Party:**<br>• City of Newark Community Development Department<br>**Monitoring Action:**<br>• Confirm the use of Tier 4 equipment or that all diesel-powered off-road equipment have California Air Resources Board approved engine retrofit kits certified to have emissions equivalent to Tier 4 standards. | Review once prior to issuance of grading permit, and throughout the construction phase as needed. | | |
| Also refer to Mitigation Measure HAZ-1 listed below in Section 3.9 - Hazards and Hazardous Materials. | | | | | | |
| **Section 3.4 Biological Resources** | | | | | | |
| **MM BIO-1: Standard Construction BMPs.** The Applicant shall require implementation of standard construction BMPs outlined, but not limited to, throughout construction.<br>• The project limit shall be delineated and/or fenced prior to the start of construction.<br>• Appropriate erosion control measures shall be used (e.g., hay bales, filter fences, vegetative buffer strips or other accepted equivalents) to reduce siltation and contaminated runoff from leaving the project site. The integrity and effectiveness of the BMPs shall be inspected daily by the resident engineer. Corrective actions and repairs shall be carried out immediately.<br>• Construction by-products and pollutants such as petroleum products, chemicals, or other deleterious materials shall not be allowed into off-site wetlands or marsh habitats.<br>  ○ A plan for the emergency clean-up of any spills of fuel or other materials shall be available when construction equipment is in use.<br>• Construction vehicles and equipment shall be maintained to prevent contamination of soil or water from external grease and oil or from leaking hydraulic fluid, fuel, oil, and grease.<br>• Leaking vehicles and equipment shall be removed from the site.<br>• Building materials storage areas containing hazardous or potentially toxic materials such as herbicides and petroleum products shall have an impermeable membrane between the ground and the hazardous material and shall be bermed to prevent the discharge of pollutants to ground water and runoff water.<br>• Equipment shall be re-fueled and serviced at designated construction staging areas, a minimum of 100 feet from any aquatic resource.<br>• All construction material and fill shall be stored and contained in a designated area that is located away from | • Applicant<br>• Construction Contractor | Prior to issuance of grading permit and during construction. | **Monitoring Party:**<br>• City of Newark Community Development Department<br>**Monitoring Action:**<br>• Confirm BMPs are included in project specifications and grading plan.<br>• Confirm BMPs are implemented throughout the construction phase. | Prior to issuance of grading permit and throughout the construction phase as needed. | | |

| Mitigation Measures | Implementation Party | Timing of Implementation | Monitoring Party and Monitoring Action | Monitoring Frequency | Verification of Implementation | |
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| aquatic habitats to prevent transport of materials into adjacent water bodies.<br>○ The preferred distance is 100 feet from any wetlands or marsh habitats.<br>○ A silt fence shall be installed to collect any discharge, and adequate materials shall be available for spill clean-up and during storm events.<br>• No litter, debris, or side cast shall be dumped or permitted to enter wetlands or marsh habitats.<br>• During project activities, all trash that may attract predators shall be properly contained, removed from the work site, and disposed of regularly. Following construction, all trash and construction debris shall be removed from work areas. | | | | | | |
| **MM BIO-2: Environmental Awareness.** Prior to initial ground disturbance, all project personnel shall attend an environmental awareness and compliance training. The training program shall present applicable environmental regulations and permit conditions. The training program shall include applicable measures established for the project to minimize impacts to avoid sensitive resources, habitats, and species. Subsequent training events shall be scheduled to support the training of new personnel. Dated sign-in sheets for attendees at these meetings shall be maintained and submitted to the City prior to the issuance of grading permit. | • Applicant<br>• Construction Contractor | Prior to any ground disturbance activities and throughout the construction phase as needed. | **Monitoring Party:**<br>• City of Newark Community Development Department<br>**Monitoring Action:**<br>• Confirm sign-in sheets from training have been submitted to the City.<br>• Confirm all project personnel have attended an environmental awareness and compliance training. | Throughout the construction phase as needed. | | |
| **MM BIO-3: Pre-Construction Nesting Bird Survey.** If project activities such as vegetation removal activities commence during the avian breeding season (February 1 through August 31), a qualified biologist shall conduct a pre-construction nesting bird survey no more than 14 days prior to initiation of project activities and again within 48 hours prior to initiation of project activities. The survey area should include suitable raptor nesting habitat within 500 feet of the project boundary (inaccessible areas outside of the project parcels can be surveyed from the parcel or from public roads using binoculars or spotting scopes). Pre-construction surveys are not required in areas where project activities have been continuous since prior to February 1, as determined by a qualified biologist. Areas that have been inactive for more than 14 days during the avian breeding season must be re-surveyed prior to resumption of project activities. If no active nests are identified, no further mitigation is required. If active nests are identified, the following measure shall be implemented:<br>• A suitable buffer (e.g., 300 to 500 feet for northern harrier and white-tailed kite; 200 to 300 feet for common raptors; 50 to 100 feet for non-raptors) shall be established by a qualified biologist around active nests and no construction activities within the buffer shall be | • Applicant<br>• Qualified Biologist | Prior to the start of any construction activities (including remediation activities). | **Monitoring Party:**<br>• City of Newark Community Development Department<br>**Monitoring Action:**<br>• Confirm a qualified biologist has conducted a pre-construction survey no more than 14 days prior to initiation of project activities.<br>• Confirm a qualified biologist has conducted a second survey within 48 hours prior to initiation of project activities.<br>• Confirm the results of the survey and if active nests were identified, confirm protection measures have been implemented. | Prior to the start of any construction activities (including remediation activities) and throughout the construction phase as needed. | | |

| Mitigation Measures | Implementation Party | Timing of Implementation | Monitoring Party and Monitoring Action | Monitoring Frequency | Verification of Implementation | |
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| allowed until a qualified biologist has determined that the nest is no longer active (i.e., the nestlings have fledged and are no longer reliant on the nest, or the nest has failed). Encroachment into the buffer may occur at the discretion of a qualified biologist. Any encroachment into the buffer shall be monitored by a qualified biologist to determine whether nesting birds are being impacted. | | | | | | |
| **MM BIO-4: Burrowing Owl Pre-Construction Surveys.** Pre-construction surveys for burrowing owls shall be completed no more than 15 days prior to the start of construction in areas planned for fill placement and construction areas in general conformance with the California Burrowing Owl Consortium's and the California Department of Fish and Wildlife (CDFW) Staff Report (2012) protocols. Because owls are known to occur in the vicinity of the project site, these surveys shall be completed no more than 15 days prior (rather than 30 days prior, as per the Consortium's protocol) to the start of importing fill and construction to minimize the probability of immigration of owls between the time surveys are completed and the initiation of grading. If the initial disturbance is followed by periods of inactivity exceeding 15 days, or if the development is phased spatially and/or temporally such that an area in which construction activities are to commence has not been disturbed by construction activities within the prior 15-day period, a new burrowing owl pre-construction survey shall be completed prior to the start of disturbance. If burrowing owls are detected on or within 250 feet of the site, the mitigation measures below shall be implemented.<br>• If burrowing owl is located during the non-breeding season (generally 1 September to 31 January), a 150-foot buffer zone shall be maintained around the occupied burrow(s) if practicable. If such a buffer is not practicable, then a buffer adequate to avoid injury or mortality of owls shall be maintained, or the birds shall be evicted as described below. During the breeding season (generally 1 February to 31 August), a 250-foot buffer, within which no new activity shall be permissible, shall be maintained between project activities and occupied burrows. Owls on site after 1 February shall be assumed to be nesting unless direct observations indicate otherwise. This protected buffer area shall remain in effect until 31 August, or based upon monitoring evidence, until the young owls are foraging independently, or the nest is no longer active. Owls that are not nesting can be evicted using the methods below during the period from 1 February to 31 August.<br>• If construction would directly impact occupied burrows, eviction of owls may occur outside the nesting season (or during the nesting season if the owls are determined | • Applicant<br>• Qualified Biologist | Prior to the start of any construction activities (including remediation activities). | **Monitoring Party:**<br>• City of Newark Community Development Department<br>**Monitoring Action:**<br>• Confirm a qualified biologist has conducted a pre-construction survey no more than 15 days prior to initiation of project activities.<br>• Confirm the results of the survey and if active nests or burrowing owls were identified, confirm protection measures have been implemented. | Prior to the start of any construction activities (including remediation activities) and throughout the construction phase as needed. | | |

| Mitigation Measures | Implementation Party | Timing of Implementation | Monitoring Party and Monitoring Action | Monitoring Frequency | Verification of Implementation | |
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| to be not nesting) to prevent injury or mortality of individual owls. No burrowing owls shall be evicted from burrows during the nesting season (1 February through 31 August) unless evidence indicates that nesting is not actively occurring (e.g., because the owls have not yet begun nesting early in the season, or because young have already fledged late in the season). Relocation of owls during the nonbreeding season shall be completed by a qualified biologist using one-way doors, which shall be installed in all burrows within the impact area and left in place for at least two nights. These one-way doors shall then be removed, and the burrows backfilled immediately prior to the initiation of grading.<br>• If resident burrowing owl(s) are found in the project site during pre-construction surveys and eviction is necessary to facilitate construction, Mitigation Measure BIO-5 shall be implemented. These measures do not apply to short-term use of the site by a burrowing owl for foraging, as a stop-over during migration, or temporary use of the site by wintering birds or dispersing juveniles. | | | | | | |
| **MM BIO-5: Burrowing Owl Mitigation.** To reduce impacts of the project on the local (South Bay) burrowing owl population, habitat shall be preserved and managed for burrowing owls off-site if eviction of resident owls is required. California burrowing owl mitigation guidelines recommend that 6.5 acres of foraging habitat be preserved and managed per occupied burrowing owl burrow (whether by a pair or singly) in mitigation sites. Therefore, mitigation shall be required for each pair or single resident burrowing owl that is evicted, up to a maximum of 13 acres. Mitigation may take the form of off-site habitat preservation and management (in which case all the monitoring and habitat requirements in the following paragraphs would apply) or the purchase of credits in an off-site mitigation bank. The availability at mitigation banks is ever changing; therefore, the mitigation shall provide flexibility of the location of the mitigation bank utilized to fulfill this mitigation. Local mitigation shall be preferred and if local mitigation is available, the project shall mitigate locally. However, if compensatory mitigation is not available within the County, the mitigation may be fulfilled outside of the County.<br>If off-site habitat is to be preserved, a mitigation and monitoring plan shall be prepared by a qualified biologist and submitted to the City and the CDFW for review and approval. This plan shall detail the following:<br>• Areas to be preserved for owls.<br>• Methods for managing habitat for owls and their prey.<br>• Plans to enhance burrow availability within the mitigation site (potentially including the provision of artificial | • Applicant<br>• Qualified Biologist | Prior to issuance of grading permit. | **Monitoring Party:**<br>• City of Newark Community Development Department<br>• CDFW<br>**Monitoring Action:**<br>• Confirm purchase of credits in an off-site mitigation bank.<br>• If mitigation takes the form of off-site habitat preservation and management, confirm a mitigation and monitoring plan has been submitted to the City and CDFW for review and approval. | Once prior to the issuance of any grading permits. | | |

| Mitigation Measures | Implementation Party | Timing of Implementation | Monitoring Party and Monitoring Action | Monitoring Frequency | Verification of Implementation | |
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| burrows, although long-term management for ground squirrels would be important as well).<br>• A monitoring program and adaptive management program.<br>At least 50 percent of the mitigation area must consist of upland habitat suitable for use by burrowing mammals, and no wetlands supporting tall vegetation shall be included within the mitigation site. The mitigation area must be contiguous with habitat that is permanently preserved as open space to avoid having the site surrounded by development in the future. The mitigation area shall be protected in perpetuity through a conservation easement, deed restriction, conveyance to a qualified land trust or the Don Edwards San Francisco Bay National Wildlife Refuge, or through equivalent means.<br>Assuming burrowing owl habitat mitigation would occur off-site, some on-site enhancements shall also be made to reduce impacts of the project on the local (South Bay) burrowing owl population. Such enhancements shall include the provision of two artificial burrow complexes on the sides of the adjacent levees (if allowed by levee managers) and management of at least portions of levee side slopes around these burrow complexes to provide suitable conditions for burrowing owls and ground squirrels (e.g., periodic mowing to maintain short vegetation). Given the extent of natural habitat with short vegetation, and the continued presence of seasonal wetlands near the project site, providing and maintaining burrows for use by owls is expected to maintain some burrowing owl presence near the project site even if most or all the owl habitat mitigation occurs off-site.<br>Signage shall be placed in appropriate locations to prohibit individuals from entering areas where the artificial burrow complexes would be located. Signage shall be placed along the levee slopes to instruct recreational users of these levees against leaving the levee tops to protect sensitive species such as the burrowing owl. | | | | | | |
| **MM BIO-6: Special Status Bat Species.** A survey for roosting bats shall be completed prior to the removal of any building or tree with potential for day-roosting by bats, or prior to the initiation of any construction activities within 250 feet of such potential roost sites. The survey shall be completed by a qualified biologist. If suitable roost sites are found but a visual survey is not adequate to determine presence or absence of bats (which would be particularly likely in the case of potential roost trees), acoustical equipment could be used to determine occupancy. This survey shall be completed prior to the beginning of the breeding season (i.e., prior to 1 March) in the year in which construction or demolition in each area is scheduled to occur | • Applicant<br>• Qualified Biologist | Prior to the beginning of the breeding season (i.e., prior to 1 March) in the year in which construction or demolition in each area is scheduled to occur; 15 days prior to start of construction activities (including remediation activities) and throughout as needed. | **Monitoring Party:**<br>• City of Newark Community Development Department<br>**Monitoring Action:**<br>• Confirm a qualified biologist has conducted a survey prior to the start of breeding season.<br>• Confirm a second pre-construction survey has been conducted by a qualified biologist within 15 days prior to the commencement of construction activities. | Prior to start of construction activities (including remediation activities) and throughout the construction phase as needed. | | |

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| so that adequate measures can be implemented, if necessary, to evict the bats during the non-breeding season. The survey results shall be provided to the Community Development Director for review and approval prior to the start any construction related activities. If special-status bat species are documented to be roosting on-site, the bat survey results shall be reviewed by CDFW staff and any proposed mitigation shall be reviewed and approved by CDFW.<br>• Because the initial surveys would be completed prior to the breeding season, several months may pass between that survey and the initiation of construction or demolition in each area. Therefore, a second pre-demolition/pre-construction survey for roosting bats, following the methods described above, shall be completed within 15 days prior to the commencement of these activities in each area to determine whether bats have occupied a roost in or near the development impact areas. This survey shall be facilitated considerably by information (e.g., on potential roost trees) gathered during the previous survey. If bats are found to be roosting, additional mitigation as follows must be implemented.<br>• If a maternity roost of any special-status bat species is found, the bat biologist shall determine the extent of a construction-free buffer around the active roost that would be maintained. This buffer would be maintained from 1 March until the young are flying, typically after 31 August. If a roost of any kind is found in an area (e.g., a building or tree) that would not be disturbed by construction, or that can be avoided, the roost structure shall not be impacted.<br>• If a day roost is found in a building, or in a tree that is to be completely removed or replaced, individual bats shall be safely evicted under the direction of a qualified biologist. Any potential evictions of bats shall be reviewed and approved by CDFW. Eviction of bats shall occur at dusk, so that bats would have less potential for predation compared to daytime roost abandonment. Eviction shall occur between 1 September and 31 March, outside the maternity season, but shall not occur during long periods of inclement or cold weather (as determined by the bat biologist) when prey is not available, or bats are in torpor. If a day roost is found within a building, eviction shall occur by opening the roosting area to allow air flow through the cavity. Demolition may then follow no sooner than the following day (i.e., there must be no less than one night between initial disturbance for air flow and the demolition). This action shall allow bats to leave during dark hours, thus increasing their chance of finding new roosts with a | | | • Confirm the results of the survey are submitted to the City for review and approval.<br>• If the results of the survey indicate presence of bat species on-site, confirm mitigation has been implemented. | | | |

| Mitigation Measures | Implementation Party | Timing of Implementation | Monitoring Party and Monitoring Action | Monitoring Frequency | Verification of Implementation | |
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| minimum of potential predation during daylight. If feasible, one-way doors shall also be used to evict bats from tree roosts. If use of a one-way door is not feasible, or the exact location of the roost entrance in a tree is not known, the trees with roosts that need to be removed shall first be disturbed by removal of some of the trees' limbs not containing the bats. Such disturbance shall occur at dusk to allow bats to escape during the dark hours. These trees would then be removed the following day. These activities shall be performed under the supervision of the qualified biologist.<br>• If a day roost for pallid bats or another rare bat would be impacted, an alternative bat roost structure shall be provided. The design and placement of this structure would be determined by a qualified biologist based on the location of the original roost and which species is located. This bat structure shall be erected at least one month (and preferably a year or more) prior to removal of the original roost structure. This structure shall be checked during the breeding season for up the three years following completion of the development, or until it is found to be occupied by bats, to provide information for future development projects regarding the effectiveness of such structures in minimizing impacts to bats. | | | | | | |
| **MM BIO-7: Reduce the Spread of Invasive Species.** Prior to issuance of any building or grading permits, the project shall develop and implement an Invasive Species Management Plan to reduce the presence and spread of non-native, invasive plant species for the area to be developed. The Plan shall be developed prior to importing any fill material required to elevate building sites and prior to grading any areas on the Specific Plan site. The overarching goal of this mitigation is to halt the further expansion of existing invasive species and introduction of new invasive species into sensitive habitats on site. The Invasive Species Management Plan shall include, but not be limited to, the following, summarized below:<br>• Prior to construction, map populations of invasive species within all areas proposed to be graded; quantify the extent and location of invasive populations in sensitive habitats.<br>• Areas identified to have weed infestations shall be treated prior to ground disturbance according to weed control methods detailed below and BMPs within all upland areas to be graded, after review and approval of methodologies by the City of Newark.<br>• Weed control treatments shall include all legally permitted herbicide, manual, and mechanical methods | • Applicant<br>• Qualified Biologist | Prior to the issuance of grading permits. | **Monitoring Party:**<br>• City of Newark Community Development Department<br>**Monitoring Action:**<br>• Confirm an Invasive Species Management Plan has been prepared and submitted to the City for review and approval. | Once prior to the issuance of any grading permit, and throughout the construction phase as needed. | | |

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| approved for application. The timing of the weed control treatment shall be determined for each plant species with the goal of controlling populations before they start producing seeds and/or encroach into adjacent areas from rhizomatous shoots. Consultation with a City of Newark approved wildlife biologist or plant ecologist shall be required prior to weed control treatments in sensitive habitats with the intent of avoiding any adverse impacts to special-status species in the area. Additionally, consultation with United States Fish and Wildlife Service and CDFW would be required for evaluation and approval of any weed control treatment proposed in sensitive habitats that may support special-status species.<br>• Surveying and monitoring for weed infestations shall occur annually while grading operations are occurring. Treatment of all identified weed populations shall occur at a minimum of once annually.<br>• During project construction, all seeds and straw materials used on site shall be weed free rice straw, and all gravel and fill material shall be certified weed free.<br>• During project construction, vehicles and all equipment shall be washed before and after entering the project area. | | | | | | |
| **MM BIO-8: Post-Construction Predator Management Plan and Program.** This program shall focus on education of occupants of the new residential areas regarding measures to minimize the potential for subsidizing predator species and to minimize the potential effects of pets on sensitive species and enforcement of the program's measures, and restrictions on certain activities that could increase predation of sensitive species. A plan shall be developed. The details of the program would be developed during construction but shall include, at a minimum, the following:<br>• Minimize disturbance from the development by educating the public about the importance of preserving the ecological integrity of the adjacent natural areas instructing recreational users to stay on the levee tops out of sensitive habitats and keep dogs on leashes.<br>• To prevent the spread of invasive non-native plants into the nearby sensitive habitats, plants contained on the California Exotic Plant Pest Council List of Invasive Plants shall be barred from use within the landscaping of the Mowry Village development area. A list of plants suitable for landscape use shall be provided to property buyers. | • Applicant<br>• Qualified Biologist | Prior to issuance of occupancy certificate. | **Monitoring Party:**<br>• City of Newark Community Development Department<br>**Monitoring Action:**<br>• Confirm a Predator Management Plan has been developed and distributed to any future residents. | Once prior to issuance of occupancy certificate, and throughout operation of the project as needed. | | |

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| • Feeding pets outdoors shall be prohibited so that pet food does not attract or subsidize the diets of nuisance species.<br>• Pets shall be prohibited from ranging freely (off-leash dogs shall be prohibited in off-site wetland areas and no free-roaming outdoor cats shall be permitted), to prevent their entry into sensitive species habitat.<br>• All food waste shall be contained so that it does not attract or subsidize the diets of predators. | | | | | | |
| **MM BIO-9: Tree Preservation Plan.** Prior to the issuance of any construction-phase permit, a construction-phase Tree Preservation Plan shall be prepared by a certified arborist to the satisfaction of the City's Community Development Director for all areas with trees. The construction-phase Tree Preservation Plan shall include the following tree protection measures which are based on guidelines established by the International Society of Arboriculture:<br>• Establish Tree Protection Zones.<br>• Protect tree root systems.<br>• Install wood bark mulch.<br>• Trees removed by the project shall be replaced at a 3:1 ratio unless the City's Community Development Director determines that a higher ratio is required.<br>• Trees greater than 18 inches in diameter at breast height shall not be removed unless a Tree Removal Permit, or equivalent, has first been approved for the removal of such trees.<br>• The species and exact number of trees to be planted on the site during the construction phase shall be determined in consultation with the City and to the satisfaction of the Community Development Director.<br>• In the event the developed portion of the development site does not have sufficient area to accommodate the required tree mitigation, one or more of the following measures shall be implemented at the development permit stage:<br>• An alternative site(s) shall be identified for additional tree planting. Alternative sites may include local parks or schools, or installation of trees on adjacent properties for screening purposes, to the satisfaction of the City's Community Development Director. The size of a 15-gallon replacement tree can be increased to 24-inch box and counted as two replacement trees. | • Applicant<br>• Certified arborist | Prior to issuance of grading permit. | **Monitoring Party:**<br>• City of Newark Community Development Department<br>**Monitoring Action:**<br>• Confirm a Tree Preservation Plan has been developed and submitted to the City for review and approval.<br>• Confirm tree protection measures outlined in the Tree Preservation Plan are implemented. | Throughout the construction phase as needed. | | |

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| **Section 3.5 – Cultural Resources** | | | | | | |
| **MM CUL-1: Archaeological Monitoring Program.** Prior to the start of construction activities, the Applicant shall prepare a monitoring program that would be implemented during demolition and construction activities. The monitoring program shall include:<br>• **Retention of a Qualified Archaeologist.** Qualified archaeological shall be retained to implement a monitoring and recovery program during all ground-disturbing activity associated with the project, including grubbing, grading, and excavation activities. The qualified archaeologist shall meet the Secretary of Interior's Professional Standards for prehistoric and historic archaeology.<br>• **Agreement of Disposition of Recovered Artifacts.** A written agreement shall be secured with a recognized museum repository regarding the final disposition and permanent storage and maintenance of any unique archaeological resources or historical resources recovered as a result of the archaeological monitoring, as well as corresponding geographic site data that might be recovered as a result of the specified monitoring program.<br>• **Pre-construction Briefing.** Construction personnel shall be briefed by the qualified archaeologist on procedures to be followed in the event that unique archaeological resources, historical resources, tribal cultural resources, or human remains are encountered during construction. The qualified archaeologist shall be required to provide a telephone number where they can be reached by the construction contractor, as necessary.<br>• **Construction Monitoring.** An archaeological monitor, working under the supervision of the qualified archaeologist shall observe all ground disturbing activities associated with the project, including grubbing, grading, and excavation activities on- and off-site. The monitor shall be authorized to halt construction in the immediate area where buried cultural resources are encountered. In the event that any historic or prehistoric subsurface cultural resources are discovered during ground disturbing activities, all work within 50 feet of the resources shall be halted and the project Applicant shall notify the City and consult with a qualified archaeologist, as applicable, to assess the significance of the find. If any find is determined to be significant, appropriate avoidance measures recommended by the consultant and approved by the City must be followed unless avoidance is determined unnecessary or infeasible by the City. Feasibility of avoidance shall be determined | • Applicant<br>• Construction Contractor<br>• Qualified Archaeologist | Prior to issuance of demolition and grading permit. | **Monitoring Party:**<br>• City of Newark Community Development Department<br>**Monitoring Action:**<br>• Confirm a qualified archaeologist is under contract prior to the start of any ground disturbing activities.<br>• Confirm a qualified archaeologist provides worker awareness training prior to start of any ground disturbing activities.<br>• Confirm an archaeological monitor, working under the supervision of the qualified archaeologist, is under contract to observe all ground disturbing activities associated with the project.<br>• Confirm that within 90 days of the completion of archaeological monitoring, a monitoring report is submitted to the City and filed with Northwest Information Center. | Throughout the construction phase as needed. | | |

| Mitigation Measures | Implementation Party | Timing of Implementation | Monitoring Party and Monitoring Action | Monitoring Frequency | Verification of Implementation | |
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| with consideration of factors such as the nature of the find, project design, costs, and other considerations. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery, excavation) shall be instituted. Work may proceed on other parts of the project site while measures for the find are implemented.<br>• **Monitoring Report.** A complete set of daily monitoring logs shall be kept on-site throughout the earth moving activities and be available for inspection. The daily monitoring log shall be keyed to a location map to indicate the area monitored, date, assigned personnel, and results of monitoring, including the recovery of archaeological material, sketches of recovered materials, and associated geographic site data. Within 90 days of the completion of archaeological monitoring, a monitoring report shall be submitted to the City and filed with Northwest Information Center.<br>• **Tribal Cultural Resources.** If buried resources discovered during construction are identified to be tribal cultural resources, a Native American tribal representative from a tribe that is traditionally and culturally affiliated to the geographic area where the project is located will be consulted to determine the significance of the discovered resource and determine the appropriate avoidance or preservation measures or action to take in accordance with PRC Section 21084.3. | | | | | | |
| **MM CUL-2: Human Burials Encountered During Construction.** In the event of accidental discovery or recognition of human remains during project construction activities, PRC Section 5097.98 shall be followed and the following steps shall be taken:<br>1. There shall be no further excavation or disturbance of the specific location or any nearby area reasonably suspected to overlie adjacent human remains until the County Coroner is contacted to determine if the remains are Native American and if an investigation of the cause of death is required. If the coroner determines the remains are Native America, the coroner shall contact the Native American Heritage Commission (NAHC) within 24 hours, and the NAHC shall identify the person or persons it believes to be the "most likely descendant" of the deceased Native America. The most likely descendant may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains, and any associated grave goods as provided in PRC Section 5097.98, or | • Applicant<br>• Construction Contractor<br>• Qualified Archaeologist | During any ground disturbing activities. | **Monitoring Party:**<br>• City of Newark Community Development Department<br>**Monitoring Action:**<br>• If cultural resources are discovered during ground disturbing activities, confirm activities are halted until appropriate treatment measures are implemented. | Throughout the construction phase as needed. | | |

| Mitigation Measures | Implementation Party | Timing of Implementation | Monitoring Party and Monitoring Action | Monitoring Frequency | Verification of Implementation | |
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| 2. Where the following conditions occur, the landowner or his/her authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the most likely descendant or on the project area in a location not subject to further subsurface disturbance:<br>• The NAHC is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 48 hours after being notified by the commission;<br>• The descendent identified fails to make a recommendation; or<br>• The landowner or his authorized representative rejects the recommendation of the descendent, and the mediation of the NAHC fails to provide measures acceptable to the landowner. | | | | | | |
| **Section 3.7 – Geology and Soils** | | | | | | |
| **MM GEO-1: Implement Recommendations included in the Geotechnical Studies.** Prior to issuance of grading permits, the Applicant shall be required to incorporate all mitigation measures and design recommendations contained within the preliminary and design level geotechnical reports prepared by Berlogar Stevens and Associates in 2019 and 2020 into relevant project plans and specifications. These specifications pertain to but are not limited to expansive soils, building foundations, foundation drainage, and backfill of excavations. The geotechnical reports prepared for the project includes recommendations such as the use of post-tension concrete slab-on-grade foundation to support structures placed on expansive soils, excavation of uncontrolled fill, utility trench excavation and backfill requirements, placement of retaining walls, and implementation of California Building Code Seismic Design Parameters. The project site plans shall be submitted to the City and reviewed as part of the development review process. | • Applicant | Prior to issuance of grading permits. | **Monitoring Party:**<br>• City of Newark Community Development Department<br>**Monitoring Action:**<br>• Confirm recommendations included in the geotechnical studies have been implemented into the project plans and specifications.<br>• Confirm project plans and specifications have been submitted to the City for review and approval. | Once during the City's review of the project site plans. | | |
| **MM GEO-2: Mitigation of Liquefaction-Induced Impacts on Buildings.** Prior to issuance of grading permits, the Applicant shall be required to incorporate all mitigation measures and design recommendations relating to liquefaction contained within the preliminary and design-level geotechnical reports prepared by Berlogar Stevens and Associates in 2019 and 2020 into relevant project plans and specifications. Structural mitigation for liquefaction should, at a minimum, include the use of relatively stiff structural concrete slab-on-grade foundations, such as post-tensioned concrete slabs-on-grade, to ensure foundations resist the | • Applicant | Prior to issuance of grading permits. | **Monitoring Party:**<br>• City of Newark Community Development Department<br>**Monitoring Action:**<br>• Confirm recommendations related to liquefaction included in the geotechnical studies have been implemented into the project plans and specifications. | Once during the City's review of the project site plans. | | |

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| effects of liquefaction-induced differential settlement. Strengthening connections within each structure may also be necessary, subject to review by the City. The project site plans, with all geotechnical design measures incorporated, shall be submitted to the City and reviewed as part of the development review process. | | | • Confirm project plans and specifications have been submitted to the City for review and approval. | | | |
| **MM GEO-3: Prepare and Implement Dewatering and Shoring Plans.** A dewatering plan shall be submitted to the City for approval prior to the issuance of a grading permit. At a minimum, the dewatering plan shall detail dewatering methods, location of dewatering activities, equipment, groundwater sampling, disposal, and discharge point in accordance with the applicable waste discharge requirements of the San Francisco Bay Regional Water Quality Control Board. If the groundwater to be dewatered is contaminated, the dewatering plan shall provide mitigation and corrective actions with respect to plume migration, treatment, and disposal. In the event that shoring methods are implemented for any excavations, shoring plans shall be prepared and submitted to the City for approval prior to issuance of a grading permit. Shoring activities required for the jack and bore operations to connect utility lines under the Union Pacific Railroad tracks shall be prepared in accordance with the Union Pacific Engineering Project Specifications and Guidelines for Temporary Shoring. Additionally, the Alameda County Water District (ACWD) shall be included in the shoring and dewatering plan review and approval process and any dewatering or shoring plans prepared for the project shall be submitted to ACWD for approval prior to issuance of ACWD drilling permits that are required for excavation activities on-site. | • Applicant | Prior to issuance of grading permits from the City, and issuance of drilling permits by ACWD. | **Monitoring Party:**<br>• City of Newark Community Development Department<br>• ACWD<br>**Monitoring Action:**<br>• Confirm a dewatering plan and shoring plan has been prepared and submitted to the City for review and approval.<br>• Confirm a dewatering plan and shoring plan has been prepared and submitted to ACWD for review and approval. | Once during the City's review of the project site plans. | | |
| **MM GEO-4: Procedures for Paleontological Resources Discovered During Construction.** If any paleontological resources are encountered during ground-disturbing or subsurface construction activities (e.g., trenching, grading), all construction activities within a 50-foot radius of the identified resource shall cease and the City shall immediately be notified. The Applicant shall retain a qualified paleontologist (as approved by the City) to evaluate the find and recommend appropriate treatment of the inadvertently discovered paleontological resource. The appropriate treatment of an inadvertently discovered paleontological resource shall be implemented to ensure that impacts to the resource are avoided. | • Construction Contractor<br>• Qualified Paleontologist | During any ground disturbing activities. | **Monitoring Party:**<br>• City of Newark Community Development Department<br>**Monitoring Action:**<br>• Confirm Applicant has retained a qualified paleontologist.<br>• Review and confirm assessment, recommendations, and if applicable, recovery plan. | Throughout the construction phase as needed. | | |
| Also refer to Mitigation Measure HAZ-1, listed below in Section 3.9 - Hazards and Hazardous Materials, and Mitigation Measure HYD-1 listed below in Section 3.10 – Hydrology and Water Quality. | | | | | | |

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| **Section 3.9 – Hazards and Hazardous Materials** | | | | | | |
| **MM HAZ-1: Remediation of Contamination.** Prior to the start of construction activities, the Applicant shall remediate contamination at the project site to residential standards. Remediation activities shall be completed prior to site grading and construction of buildings. Remediation activities shall include:<br>• The Applicant shall implement the Corrective Action Plan and Remedial Excavation Work Plan as approved by the ACWD. The Corrective Action Plan and Remedial Excavation Work Plan provides detailed plans to remediate contaminated soil, soil gas, groundwater, surface water, and sediments through a combination of removing the soil contamination through excavation, groundwater containment through in-situ remediation, and surface water contamination through dewatering, and if conditions warrant, natural attenuation, to residential standards.<br>• The Applicant shall remediate the contamination to residential standards per regulatory agency requirements in accordance with the State of California.<br>• Confirmation sampling shall be completed after the conclusion of remediation activities to ensure existing contamination has been remediated to residential standards.<br>• Prior to any demolition of the existing buildings (Pick-n-Pull), an asbestos survey is required by local authorities and/or National Emissions Standards for Hazardous Air Pollutants guidelines. National Emissions Standards for Hazardous Air Pollutants guidelines require the removal of potentially friable Asbestos-Containing Building Material prior to building demolition or renovation that may disturb the Asbestos-Containing Building Material. The results of the survey shall be submitted to the City for review and approval, prior to issuance of demolition permits.<br>• A Site Management Plan shall be prepared to inform current and future owners and occupants of the project of the environmental conditions of the site, to prevent exposure to residual contamination, and to ensure the health and safety of residents and workers are protected. | • Applicant<br>• Certified Remediation Contractor | Prior to issuance of grading permits. | **Monitoring Party:**<br>• City of Newark Community Development Department<br>**Monitoring Action:**<br>• Confirm Applicant has retained a certified remediation contractor.<br>• Confirm the Corrective Action Plan and Remedial Excavation Work Plan are implemented.<br>• Confirm confirmation sampling has been completed and the site has been remediated below relevant screening levels. | Once at the time of contractor specifications review and throughout the remediation phase as needed. | | |
| Also refer to Mitigation Measure HYD-1 listed below in Section 3.10 – Hydrology and Water Quality. | | | | | | |
| **Section 3.10 – Hydrology and Water Quality** | | | | | | |
| **MM HYD-1: Prepare and Implement a Stormwater Pollution Prevention Plan (SWPPP).** Prior to the issuance of any construction-related permits, the Applicant shall prepare and submit a Notice of Intent to the State Water | • Applicant<br>• Construction Contractor | Prior to the issuance of any construction-related permits. | **Monitoring Party:**<br>• City of Newark Community Development Department | Once at the time of contractor specifications review and throughout the | | |

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| Resources Control Board and prepare a SWPPP in compliance with the National Pollutant Discharge Elimination System General Construction Permit. The SWPPP shall include a detailed, site-specific listing of the potential sources of stormwater pollution; pollution prevention measures (erosion and sediment control measures and measures to control non-stormwater discharges and hazardous spills); description of the type and location of erosion and sediment control BMPs to be implemented at the project site; and a BMP monitoring and maintenance schedule to determine the amount of pollutants leaving the project site. A copy of the SWPPP must be current and remain on-site. Water quality BMPs identified in the SWPPP could include but are not limited to the following:<br>a. Surface water runoff shall be controlled by directing flowing water away from critical areas and by reducing runoff velocity. Diversion structures, such as terraces, dikes, and ditches, shall collect and direct runoff water around vulnerable areas to prepared drainage outlets.<br>b. Surface roughening, berms, check dams, hay bales, or similar devices shall be used to reduce runoff velocity and erosion.<br>c. Sediment shall be contained when conditions are too extreme for treatment by surface protection. Temporary sediment traps, filter fabric fences, inlet protectors, vegetative filters and buffers, or settling basins shall be used to detain runoff water long enough for sediment particles to settle out. Construction materials, including topsoil and chemicals, shall be stored, covered, and isolated to prevent runoff losses and contamination of groundwater.<br>d. Topsoil removed during construction shall be carefully stored and treated as an important resource. Berms shall be placed around topsoil stockpiles to prevent runoff during storm events.<br>e. Fuel and vehicle maintenance areas shall be established away from all drainage courses, and these areas shall be designed to control runoff.<br>f. Temporary erosion control measures, such as silt fences, staked straw bales, and temporary revegetation, shall be employed for disturbed areas. No disturbed surfaces will be left without erosion control measures in place during the winter and spring months.<br>g. A spill prevention and countermeasure plan shall be developed to identify proper storage, collection, and disposal measures for potential pollutants (such as fuel, fertilizers, pesticides, etc.) used on-site. The plan will also require the proper storage, handling, use, and disposal of petroleum products. | | | **Monitoring Action:**<br>• Confirm the SWPPP has been prepared and implemented. | construction phase as needed. | | |

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| Construction activities shall be scheduled to reduce land disturbance during peak runoff periods and to the immediate area required for construction. Soil conservation practices shall be completed during the fall or late winter to reduce erosion during spring runoff. Existing vegetation will be retained where possible. To the extent feasible, grading activities shall be limited to the immediate area required for construction. | | | | | | |
| Also refer to Mitigation Measure HAZ-1, listed above in Section 3.9 – Hazards and Hazardous Materials, and Mitigation Measure GEO-3 listed above in Section 3.7 – Geology and Soils. | | | | | | |
| **Section 3.13 - Noise** | | | | | | |
| **MM NOI-1: Project-Specific Acoustical Study.** A project-specific acoustical analysis shall be completed at the time detailed development plans are prepared, so that the design of the residential units would be sufficient to adequately reduce interior noise level to 45 dBA Ldn or lower. Building sound insulation requirements shall include the provision of forced-air mechanical ventilation for all new units with direct line of sight to significant transportation noise sources or railroad lines in the project vicinity. Special building sound insulation treatment may be required. These treatments shall include, but are not limited to, sound rated windows and doors, sound rated wall construction, acoustical caulking, protected ventilation openings, etc. The specific determination of what treatments are necessary shall be determined on a unit-by-unit basis. The results of the analysis, including the description of the necessary noise control treatments to achieve the acceptable noise levels inside the living units, shall be submitted to the City along with building plans and shall be reviewed and approved by the Community Development Director prior to the issuance of a building permit.<br>The project-specific acoustical study shall have the following minimum attributes:<br>• Be the responsibility of the development Applicant.<br>• Be prepared by qualified persons experienced in the fields of environmental noise assessment ad architectural acoustics.<br>• Include representative noise level measurements with sufficient sampling periods and locations to adequately describe existing local conditions.<br>• Include estimates for existing and projected (20 years hence) noise levels in terms of (a) Ldn or CNEL and (b) any future noise regulations to be adopted by the City. Those existing and projected noise levels shall be compared to the adopted policies of the Newark General Plan Noise Element. | • Applicant<br>• Qualified Acoustical Consultant | Prior to the issuance of any construction-related permits. | **Monitoring Party:**<br>• City of Newark Community Development Department<br>**Monitoring Action:**<br>• Confirm a project-specific acoustical study has been prepared by a qualified acoustical consultant and has been submitted to the City for review and approval.<br>• Confirm the project has been designed to include recommended measures to achieve compliance with relevant acoustical requirements. | Once during design review phase and prior to the issuance of any building permits. | | |

| Mitigation Measures | Implementation Party | Timing of Implementation | Monitoring Party and Monitoring Action | Monitoring Frequency | Verification of Implementation | |
|---|---|---|---|---|---|---|
| | | | | | Action | Date completed with Signature |
| • Include recommended mitigation measures to achieve compliance with the adopted policies and standards of the Newark General Plan Noise Element. Where the noise source in question consists of intermittent single events, the report should address the effects of maximum noise levels in sleeping rooms and potential sleep disturbance issues.<br>• Include estimates for interior and exterior noise exposure after the prescribed mitigation measures have been implemented.<br>• Describe a post-project assessment program that could be used to evaluate the effectiveness of the proposed mitigation measures. | | | | | | |
| **MM NOI-2: Project Fixed-Source Noise.** The noise from all mechanical equipment associated with the project, including air conditioning units, shall comply with the requirements in Section 17.24.100, Paragraph A.2.a in the Newark Municipal Code. When the actual on-site equipment is selected, a noise analysis shall be prepared by a qualified acoustical engineer and the equipment shall incorporate measures as needed, such as shielding, barriers, and/or attenuators to reduce noise levels that may affect nearby properties, including adjacent homes. Noise levels from the project's fixed-source equipment at any point outside of the property plane will not exceeds 70 dB(A) between the hours of 7:00 a.m. and 9:00 p.m. or 60 dB(A) between the hours of 9:00 p.m. and 7:00 a.m. | • Applicant<br>• Qualified Acoustical Engineer | Prior to the issuance of any construction-related permits. | **Monitoring Party:**<br>• City of Newark Community Development Department<br>**Monitoring Action:**<br>• Confirm noise from all mechanical equipment associated with the project complies with the requirements in Section 17.24.100, Paragraph A.2.a in the Newark Municipal Code. | Once during design review phase and prior to the issuance of any building permits. | | |
| **MM NOI-3: Construction Activity.** All construction and remediation activity shall follow the City's time and noise reduction measure requirements for construction activity.<br>Development of the project site shall include the following construction-noise mitigation measures, to reduce noise impacts from project construction to a less than significant level.<br>• Restrict noise-generating activities at the construction site or in areas adjacent to the construction site to the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, and between 8:00 a.m. to 5:00 p.m. on Saturdays. Construction shall be prohibited on Sundays and holidays.<br>• Equip all internal combustion engine driven equipment with intake and exhaust mufflers that are in good condition and appropriate for the equipment.<br>• Unnecessary idling of internal combustion engines shall be strictly prohibited. | • Applicant<br>• Construction Contractor | Prior to issuance of grading permit and during construction. | **Monitoring Party:**<br>• City of Newark Community Development Department<br>**Monitoring Action:**<br>• Confirm construction-noise requirements are implemented prior to and during construction. | Once during the City's site plan review and throughout the construction phase as needed. | | |

| Mitigation Measures | Implementation Party | Timing of Implementation | Monitoring Party and Monitoring Action | Monitoring Frequency | Verification of Implementation | |
|---|---|---|---|---|---|---|
| | | | | | Action | Date completed with Signature |
| • Locate stationary noise generating equipment such as air compressors or portable power generators as far as possible from sensitive receptors.<br>• Construct temporary noise barriers to screen stationary noise generating equipment when located near adjoining sensitive land uses. Temporary noise barriers could reduce construction noise levels by 5 dBA.<br>• Utilize "quiet" air compressors and other stationary noise sources where technology exists.<br>• Route all construction traffic to and from the project site via designated truck routes where possible. Prohibit construction related heavy truck traffic in residential areas where feasible.<br>• Control noise from construction workers' radios to a point where they are not audible at existing residences bordering the project site.<br>• The contractor shall prepare and submit to the City for approval a detailed construction plan identifying the schedule for major noise-generating construction activities.<br>• Designate a "disturbance coordinator" who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator will determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and will require that reasonable measures warranted to correct the problem be implemented. Conspicuously post a telephone number for the disturbance coordinator at the construction site and include in it the notice sent to neighbors regarding the construction schedule. | | | | | | |
| **Section 3.17 - Transportation** | | | | | | |
| **MM TRANS-1: Implementation of a Transportation Demand Management (TDM) Plan.** The Applicant shall prepare and implement a TDM Plan prior to the start of construction activities. Impacts on vehicle miles traveled (VMT) can be reduced through implementing a robust TDM program to reduce VMT through measures that discourage the use of single-occupant automobiles and encourage the use of other travel modes. The TDM Plan would reduce VMT, as well as automobile trip generation and parking demand. Due to the project location, type of development, availability of transit service, and other area characteristics, limited TDM measures would be effective for the project. The TDM Plan could include the following strategies:<br>• Explore the feasibility and, if feasible, coordinate with other nearby developments and/or AC Transit to provide | • Applicant | Prior to the issuance of any construction-related permits. | **Monitoring Party:**<br>• City of Newark Community Development Department<br>**Monitoring Action:**<br>• Confirm a TDM Plan has been prepared and implemented. | Once during design review phase and prior to the issuance of any building permits. | | |

| Mitigation Measures | Implementation Party | Timing of Implementation | Monitoring Party and Monitoring Action | Monitoring Frequency | Verification of Implementation | |
|---|---|---|---|---|---|---|
| | | | | | Action | Date completed with Signature |
| shuttle or bus service between the project site and a BART station and/or other major destinations.<br>• Offer to provide free parking spaces for at least two car share vehicles (Zipcar, etc.) for residents to use to reduce the need for personal vehicle ownership.<br>• Offer to provide carpool matching to project residents. | | | | | | |
| **Section 3.18 - Tribal Cultural Resources** | | | | | | |
| Refer to Mitigation Measure CUL-1 and Mitigation Measure CUL-2 listed above in Section 3.5 - Cultural Resources. | | | | | | |

# ATTACHMENT 7

## FINAL ENVIRONMENTAL IMPACT REPORT

Includes the following documents listed below which are made available via the Mowry Village project webpage on the City's website. The links provided below are shortcuts to the documents.

1. Draft EIR August 2 2023
2. Final EIR October 3 2025
3. Appendix A Comments Received on the Draft EIR
4. Appendix B MV Project Pipeline Realignment Memo
5. Appendix C AQ/GHG/Energy Assessment
6. Appendix D Biological Resources Technical Report
7. Appendix E Cultural Resource Assessment
8. Appendix F Transportation Impact Analysis
9. Mitigation Monitoring and Reporting Program October 3 2025

ORDINANCE NO. ___

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING THE OFFICIAL ZONING MAP ESTABLISHED PURSUANT TO TITLE 17 (ZONING) AND SECTION 17.03.020 OF THE NEWARK ZONING ORDINANCE BY REZONING A .84 PARCEL (LOT H) FROM PARK TO RESIDENTIAL HIGH DENSITY (RH). ALSO REZONING A 28.26 ACRE PARCEL FROM PARK TO RESIDENTIAL LOW DENSITY WITH A PLANNED OVERLAY DISTRICT FOR THE "MOWRY VILLAGE" SUBDIVISION PROJECT AT 7400–7550 MOWRY AVENUE (APNS 537-0850-001-11, 537-0850-001-13, AND 537-0850-002-00)

WHEREAS, Mowry Project Owner, LLC ("Applicant"), submitted applications for a General Plan Amendment, Specific Plan Amendment, Rezoning, Vesting Tentative Tract Map, Design Review, Alternative Means of Compliance, and Density Bonus Waiver for the "Mowry Village" subdivision project ("Project"), an approximately 29.1 acre site located at 7400–7550 Mowry Avenue (APNs 537-0850-001-11, 537-0850-001-13, and 537-0850-002-00) ("Project Entitlements"); and

WHEREAS, the Project proposes demolition of the existing auto dismantler ("Pick-n-Pull") and construction of 196 market-rate single-family detached homes, a 31-unit multifamily building consisting of 30 deed-restricted affordable units and one manager's unit, on-site private streets, utility and drainage improvements, off-site roadway improvements (including the widening of Mowry Avenue), and approximately 4.89 acres of open space; and

WHEREAS, the Project site is Residential Low Density on the General Plan Figure LU-1 (Land Use Diagram) and Golf/Recreation in Subarea D of the Areas 3 and 4 Specific Plan ("Specific Plan"). A General Plan Amendment is required to re-designate a .84 acre portion of project site to High Density Residential to allow a 31-unit multifamily building consisting of 30 deed-restricted affordable units and one manager's unit. A zoning change is required to make the zoning consistent with the General Plan; and

WHEREAS, pursuant to Chapter 17.12 of the Newark Municipal Code, the Applicant applied for a Planned Development (PD) overlay district to facilitate site-specific design and development standards for the Project, in conjunction with rezoning the property; and

WHEREAS, a component of the Project is an amendment to Title 17 (Zoning) of the Newark Zoning Ordinance and the Official Zoning Map, to rezone property described as follows:

> Rezone Park (PK) to Residential Single-Family (RS-6000) for a 28.26 acre parcel with a Planned Development Overlay District. Rezone Park (PK) to Residential High Density (RH) for a .84 acre parcel (Lot H).

WHEREAS, Exhibit A to this Ordinance depicts the affected portions of real property proposed for re-zoning as shown on Vesting Tentative Tract Map 8517 in the City of Newark, County of Alameda; and

WHEREAS, the Environmental Impact Report (SCH #2021110436) ("EIR") consisting of the Draft EIR and Responses to Comments/Final EIR has been prepared pursuant to the California Environmental Quality Act ("CEQA" (Public Resources Code § 21000 et seq.)) to analyze the environmental effects of the project and alternatives, including the Partial Affordable Alternative which is the Project recommended by staff for City Council approval; and

WHEREAS, on November 19, 2025, the City Planning Commission held a public hearing on the Project Entitlements and EIR and unanimously voted (5-0) to adopt resolutions recommending that the City Council (1) certify the EIR and adopt environmental findings, a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program; and (2) approve the Project and Project Entitlements; and

WHEREAS, pursuant to Newark Zoning Ordinance Section 17.39.050.C, a public hearing notice was published in the Tri-City Voice on November 25, 2025, and mailed as required, and the City Council held a public hearing to consider the Ordinance at 7:00 p.m. on December 11, 2025 at the City Administration Building, 37101 Newark Boulevard, Newark, California; and

WHEREAS, on December 11, 2025 the City Council of the City of Newark conducted a duly noticed public hearing to consider the Project and EIR, considered all public testimony, written and oral, presented at the meeting; and received and considered the written information and recommendation of the staff report for the December 11, 2025 public hearing related to the proposed Project; and

WHEREAS, the City Council fully considered the Project application, entitlements, staff report, findings of fact, conditions of approval, public comments, and all other testimony and evidence presented at the public hearing and meeting; and

WHEREAS, on December 11, 2025, after the public hearing, the City Council adopted a Resolution certifying the EIR and adopting findings on impacts, mitigation measures and alternatives, a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program relating to the Project; and

WHEREAS, as described fully in section IV of the Findings of Determinations for the Project attached hereto as Exhibit B and incorporated herein, the City Council finds that the Ordinance meets the following criteria required by Newark Municipal Code section 17.39.080:

a. The amendments are consistent with the General Plan;

b. Any change in district boundaries is necessary to achieve the balance of land uses desired by the City, consistent with the General Plan, and to increase the inventory of land within a given zoning district; and

c. The amendments will promote the growth of the City in an orderly manner and promote and protect the public health, safety, peace, comfort and general welfare; and

The City Council of the City of Newark does ordain as follows:

Section 1: The above recitals are true and correct and are incorporated herein.

Section 2: Pursuant to Section 17.39.080 of the City of Newark Zoning Ordinance, the City Council of the City of Newark does hereby make the Findings and Determinations attached hereto as Exhibit B and incorporated herein, including specifically the findings contained in section IV, which support the zoning map amendments in this Ordinance. The City Council further finds that the that this Ordinance is necessary and desirable to achieve the purposes of Title 17 (Zoning) of the Newark Zoning Ordinance; is consistent with the policies, goals, and objectives of the General Plan; and promotes the public health, safety, morals, comfort, convenience, and general welfare of the residents of the City of Newark.

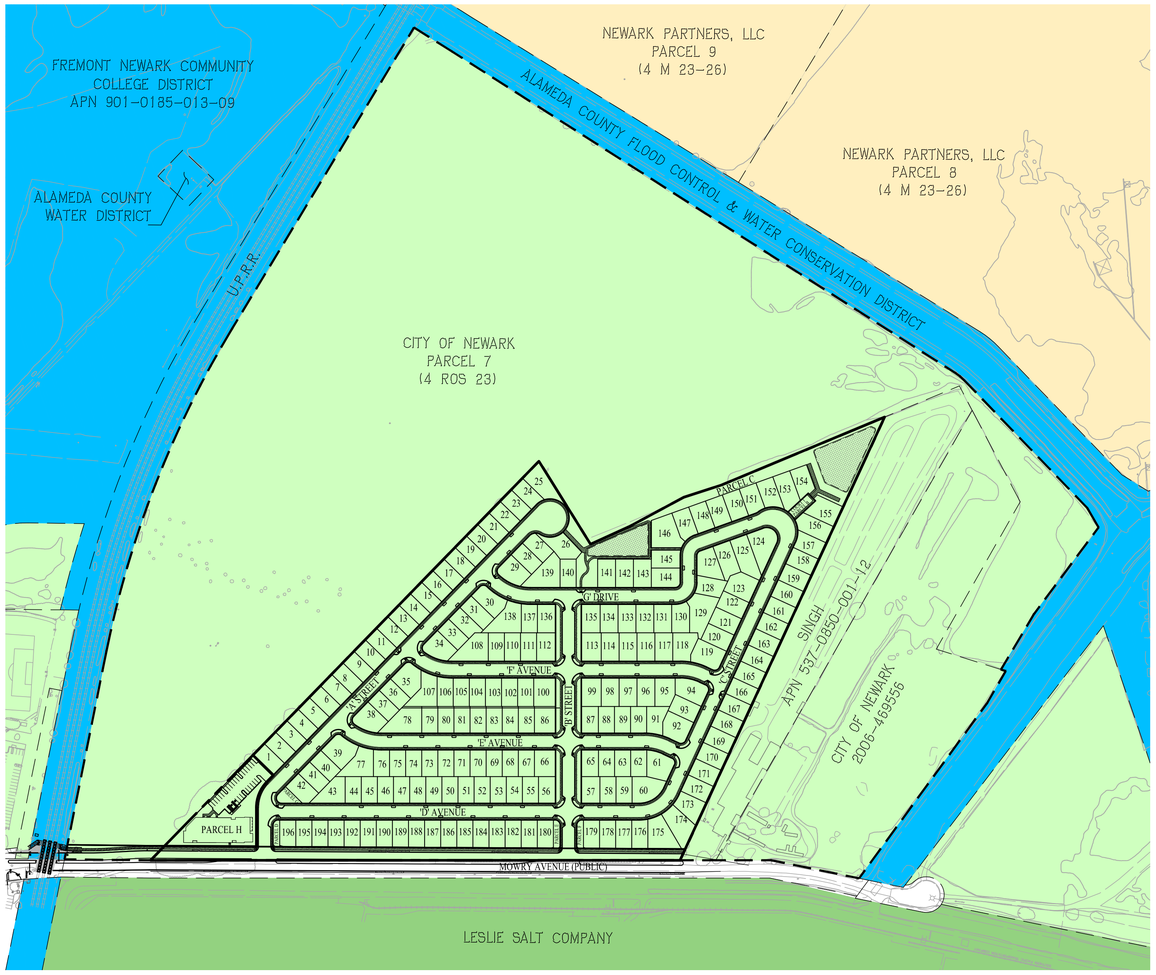
Section 3: The City's Official Zoning Map established pursuant to Title 17 (Zoning) and Section 17.03.020 of the Newark Zoning Ordinance is hereby amended by rezoning the territory in the City of Newark, County of Alameda, State of California as shown on Exhibit A attached to this Ordinance, which is incorporated herein.

Section 4. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance, or any part thereof, is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed the remainder of this Ordinance, if such invalid portion thereof had been deleted.

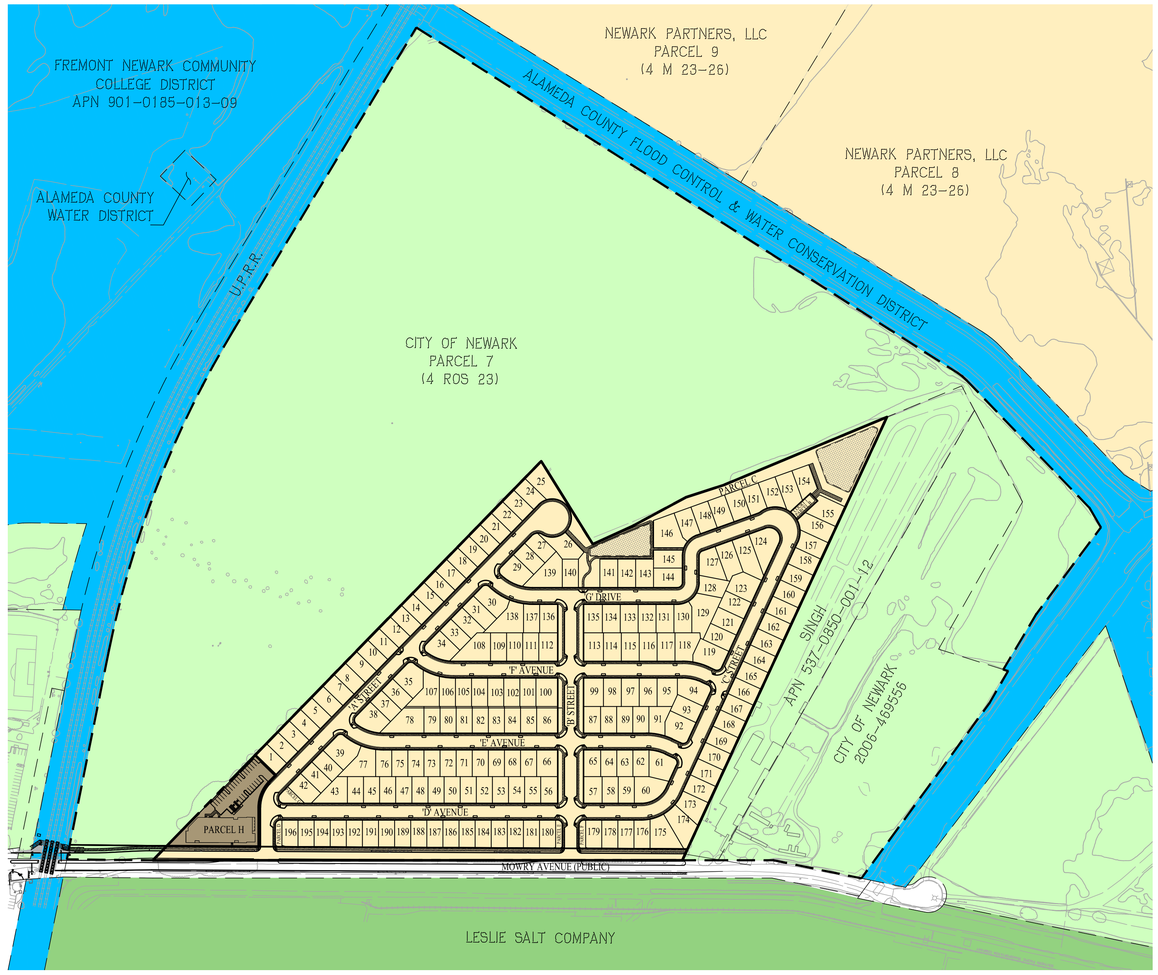
Section 5: Effective Date. This ordinance shall take effect thirty (30) days from the date of its passage. Before expiration of fifteen (15) days after its passage, this ordinance shall be published in Tri-City Voice, a newspaper of general circulation published and printed in the County of Alameda and circulated in the City of Newark.

Exhibit A: Zoning Map Amendment for real property shown on Vesting Tentative Tract Map 8517
Exhibit B: Findings of Determinations for Rezone of the Mowry Village Project

# EXHIBIT A




ORIGINAL LAND USE PER SPECIFIC PLAN




PROPOSED LAND USE CHANGE

| AREA 3 & 4 SPECIFIC PLAN SUB AREA D ORIGINAL LAND USE VS PROPOSED LAND USE | | | |
|---|---|---|---|
| LAND USE CATEGORY | ORIGINAL LAND USE | PROPOSED LAND USE | PROPOSED LAND USE CHANGE |
| PARK/RECREATIONAL USE | 100.2 AC± | 71.0 AC± | (29.2) AC± |
| RS-6000: RESIDENTIAL SINGLE FAMILY-PLANNED DEVELOPMENT OVERLAY | 0.0 AC± | 28.4 AC± | 28.4 AC± |
| RH: RESIDENTIAL HIGH DENSITY | 0.0 AC± | 0.8 AC± | 0.8 AC± |
| GENERAL PLAN: PARCEL H | LOW DENSITY RESIDENTIAL | HIGH DENSITY RESIDENTIAL | – |

LEGEND

- RH: RESIDENTIAL HIGH DENSITY
- RS-6000: RESIDENTIAL SINGLE FAMILY - PLANNED DEVELOPMENT OVERLAY
- PUBLIC FACILITIES
- PARK
- RESOURCE PRODUCTION
- PROJECT BOUNDARY
- AREA 3 & 4 SPECIFIC PLAN SUB AREA D

# SPECIFIC PLAN AND ZONING LAND USE CHANGES

## MOWRY VILLAGE

CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

SCALE: 1" = 200' DATE: OCTOBER 6, 2025

0 200 400 600

cbg CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS
SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916) 788-4456
WWW.CBANDG.COM

F:\2872-000\ACAD\EXHIBITS\XB_41-ZONING LAND USE CHANGES.DWG

## I. Planned Development (PD) Plan

Pursuant to Newark Municipal Code Chapter 17.12.60, the City finds as follows:

A. *The proposed development is consistent with the general plan and any applicable specific plan, including the density and intensity limitations that apply.* The proposed planned development plan is consistent with the goals and policies of the Newark General Plan and the Areas 3 and 4 Specific Plan, as amended. The project site is currently designated Low Density Residential, which is intended primarily for single-family residential development on lots greater than 5,000 square feet, with a maximum allowable density of less than 8.7 units per net acre. The Areas 3 and 4 Specific Plan further refines this designation by establishing four single-family lot sizes ranging from 3,150 to 4,800 square feet. The Mowry Village Project proposes 196 market-rate single-family detached homes across three lot types—45' x 75' (3,375 sf), 45' x 80' (3,600 sf), and 50' x 80' (4,000 sf)—all of which are consistent with the Specific Plan's development framework and support a mix of housing options. The PD Overlay District allows the zoning standards to be adjusted to be consistent with the development standards of the Area 3 & 4 Specific Plan.

In addition, the Project includes a 31-unit below-market-rate multifamily building located on Parcel H, which proposes a density of 36.1 dwelling units per acre. Due to the exceeded density limits of Low Density Residential, the Project includes a General Plan Amendment to apply a higher-density land use designation to Parcel H. With this amendment, the Project is consistent with applicable General Plan density and intensity standards, and it advances the City's goals of producing a range of housing types, including affordable units, in planned growth areas as outlined in the General Plan and Areas 3 and 4 Specific Plan.

This finding can be made in the affirmative.

B. *Adequate transportation facilities and public services exist or will be provided in accord with the conditions of development plan approval, to serve the proposed development; and the approval of the proposed development will not result in a reduction of traffic levels of service or public services so as to be a detriment to public health, safety, or welfare.* Adequate transportation facilities and public services currently exist or will be provided through conditions of approval to support the proposed Mowry Village Project. The Project has been evaluated through an Environmental Impact Report (EIR), including a transportation impact analysis that assessed vehicle trips, intersection performance, and vehicle miles traveled (VMT) in accordance with CEQA and City standards. While the Project would result in a significant and unavoidable impact related to VMT, mitigation measures, including transportation demand management strategies and regional fee programs, will be implemented. No intersection or roadway segment is projected to operate below acceptable levels of service as a result of the Project.

The Project will also dedicate 1.21 acres of right-of-way for the widening of Mowry Avenue and will construct internal private streets to City standards. Water, sewer, storm drainage, solid waste, and emergency response services are available and can be extended to the site as part of the subdivision improvements. The City's service providers have reviewed the Project and confirmed the adequacy of infrastructure and capacity. Accordingly, the proposed development will not result in a reduction

of traffic performance or public services so as to be detrimental to public health, safety, or welfare.

This finding can be made in the affirmative.

C. *The proposed development will not have a substantial adverse effect on surrounding land uses and will be compatible with the existing and planned land use character of the surrounding area.* The proposed planned development plan will not have a substantial adverse effect on surrounding land uses and is compatible with both existing and planned land use character in the area. The project site is located within the Area 3 and 4 Specific Plan, which was adopted to guide the phased development of up to 1,260 residential units. While Subareas A, B, and C were originally intended to accommodate the full buildout, environmental constraints in Subareas B and C have limited the amount of developable land. The proposed project reassigns residential units to a disturbed, previously developed 29.1-acre site in Subarea D, thereby preserving sensitive wetlands and supporting the overall residential vision of the Specific Plan. The lot sizes, architecture, and site layout are consistent with the character and standards of existing residential neighborhoods within Areas 3 and 4, including The Sanctuary and Sanctuary West projects, ensuring land use compatibility and cohesive neighborhood development. The remaining acreage in Subarea D retains the capacity for future recreational use consistent with the Specific Plan framework.

This finding can be made in the affirmative.

D. *The development generally complies with applicable adopted design guidelines.* The proposed development generally complies with the adopted design guidelines for Areas 3 and 4 Specific Plan. The project includes three lot sizes that fall within the ranges identified in the Specific Plan's land use and design framework and are consistent with the overall lot patterns established in nearby residential developments such as The Sanctuary and Sanctuary West. The architectural styles incorporate varied rooflines, recessed garages, articulated façades, and high-quality materials that reflect the Specific Plan's objectives for visual interest, neighborhood cohesion, and pedestrian orientation. Landscaping, lighting, and fencing elements have been designed to align with the area's established character, ensuring that the project contributes to a cohesive and high-quality residential environment.

This finding can be made in the affirmative.

E. *The proposed development is demonstratively superior to the development that could occur under the standards applicable to the underlying base district, and will achieve superior community design, environmental preservation and/or substantial public benefit.* The proposed planned development plan is demonstratively superior to what could occur under the standards of the base RS-6000 zoning district and achieves superior community design and environmental preservation. The project introduces a thoughtfully designed neighborhood that integrates smaller lot sizes, private streets, passive recreation pedestrian paths, and approximately 4.89 acres of common open space, which exceeds what would typically be required under the base zoning. Additionally, by locating the project on a previously developed industrial site, the project facilitates the removal of a legal non-conforming auto dismantling use and avoids development in wetland-constrained portions of Subareas B and C. This approach advances the Specific Plan's residential goals while preserving sensitive environmental resources. Although Subarea D was originally identified for recreational use, approximately 70 acres remain available for future public amenities, and the project provides long-term community benefits that would not be realized under conventional zoning or recreational reserve.

This finding can be made in the affirmative.

## II. Zoning Map Amendment

Pursuant to Newark Municipal Code section 17.39.080, the City finds as follows:

A. *The amendment is consistent with the General Plan.* The Project requires a Zoning Map Amendment to change the zoning of the project site from Park (PK) to RS-6000 (Single-Family Residential) and with a Planned Development (PD) overlay district. The proposed RS-6000 zoning is consistent with the site's General Plan designation of Low Density Residential, which allows for single-family development at a density of less than 8.7 units per net acre. The PD overlay enables implementation of a Planned Development Plan that ensures tailored standards for lot sizes, setbacks, and design elements, consistent with the goals of the Areas 3 and 4 Specific Plan. The project also requires a Zoning Map Amendment to change the .84 acre (Parcel H) to Residential High Density to allow the 36.1 du/ac density needed for the affordable housing building. The RH zoning change would allow up to 60 du/ac, which would be consistent with the General Plan amendments. The zoning amendments support applicable General Plan policies including LU-1.1 (Balance of Land Uses), LU-1.2 (Growth Focus Areas), LU-1.10 (Vacant and Underutilized Sites), and LU-7.1 (Area 3 and 4 Development) by enabling the productive reuse of a formerly industrial site for housing development in a planned growth area. Therefore, the Zoning Map Amendment is consistent with the General Plan.

This finding can be made in the affirmative.

B. *Any change in district boundaries is necessary to achieve the balance of land uses desired by the city, consistent with the general plan, and to increase the inventory of land within a given zoning district.* The Zoning Map Amendment reflects a shift from a recreational land use designation that is no longer feasible to one that supports much-needed residential development. The existing PK zoning was intended to support recreational facilities such as a golf course, but due to environmental constraints elsewhere in the Specific Plan area and the infeasibility of constructing a large-scale recreational use on the subject site, it is appropriate to rezone the site for residential use. The change allows for the reallocation of residential units from environmentally constrained areas (Subareas B and C) to an infill site (Subarea D) that is already disturbed, previously developed, and well-served by infrastructure. This adjustment increases the supply of land available for residential use and helps implement the City's housing goals in a balanced and environmentally responsible manner.

This finding can be made in the affirmative.

C. *The amendment will promote the growth of the city in an orderly manner and to promote and protect the public health, safety, peace, comfort, and general welfare.* The Zoning Map Amendment and accompanying Planned Development Plan will guide the orderly development of the site through the application of customized development standards that promote high-quality architecture, pedestrian connectivity, and integration of open space. The proposed development removes a heavy industrial use that is incompatible with surrounding neighborhoods and replaces it with a well-planned residential community, enhancing the character of the area while preserving sensitive wetland areas elsewhere in the Specific Plan boundary. The zoning change ensures consistency with the General Plan and Areas 3 and 4 Specific Plan, supports environmental preservation, and promotes public health, safety, and welfare by eliminating incompatible land uses,

remediating the site, and providing new housing consistent with the City's long-term vision. This finding can be made in the affirmative.

# Mowry Village Project

## Planning Commission Public Hearing

### Agenda

- Background
- Project Overview
- Overview of Environmental Impact Analysis
- Public Comments on the Draft EIR
- Entitlement Analysis
- Recommendation

# Mowry Village Project

## Planning Commission Public Hearing



Applicant: The Mowry Project Owner LLC



Request: Building 196 Single Family Homes and 31 Affordable Housing Units



Location: 7400 and 7550 Mowry Avenue



Entitlements: General Plan, Specific Plan, Rezone, Planned Development, Design Review, Vesting Tentative Map, Alternate Means of Compliance and Acceptance of the FEIR

# Background- Location

- Located on Mowry Ave
- Consists of three parcels
- Vacant 9.5 Acre Parcel
- Existing Pick N'Pull Business
- Total Site 29.1 Acres



# Background- Existing Business

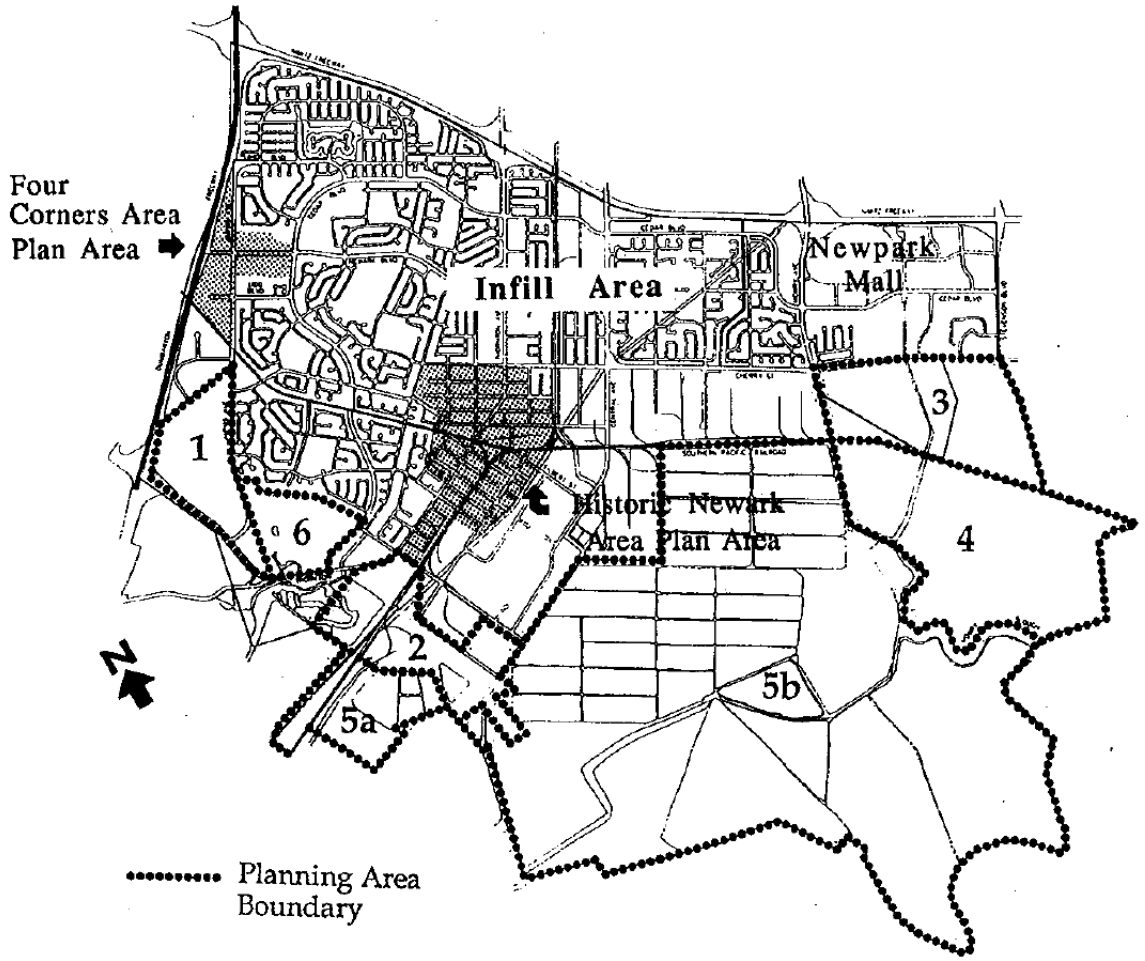
**Pick N'Pull**

- Approx. 19 Acres
- Auto-dismantling Yard
- Annexed in 1979 from City of Fremont
- CUP Renewed in 1985
- CUP expires in 2034 or when the Stevenson Blvd overpass is constructed
- Nonconforming Use



# Background

- General Plan 2007
- Adopted 1992



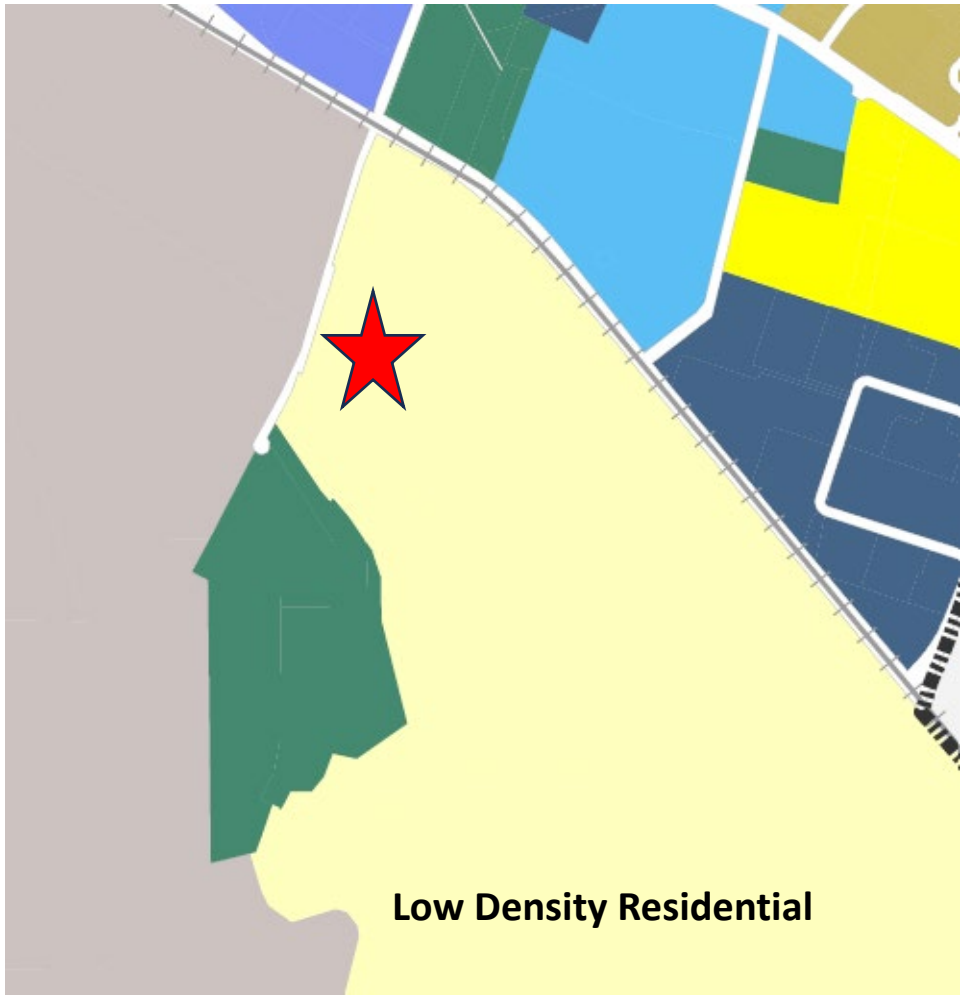
# Background- Area 3 & 4 Specific Plan

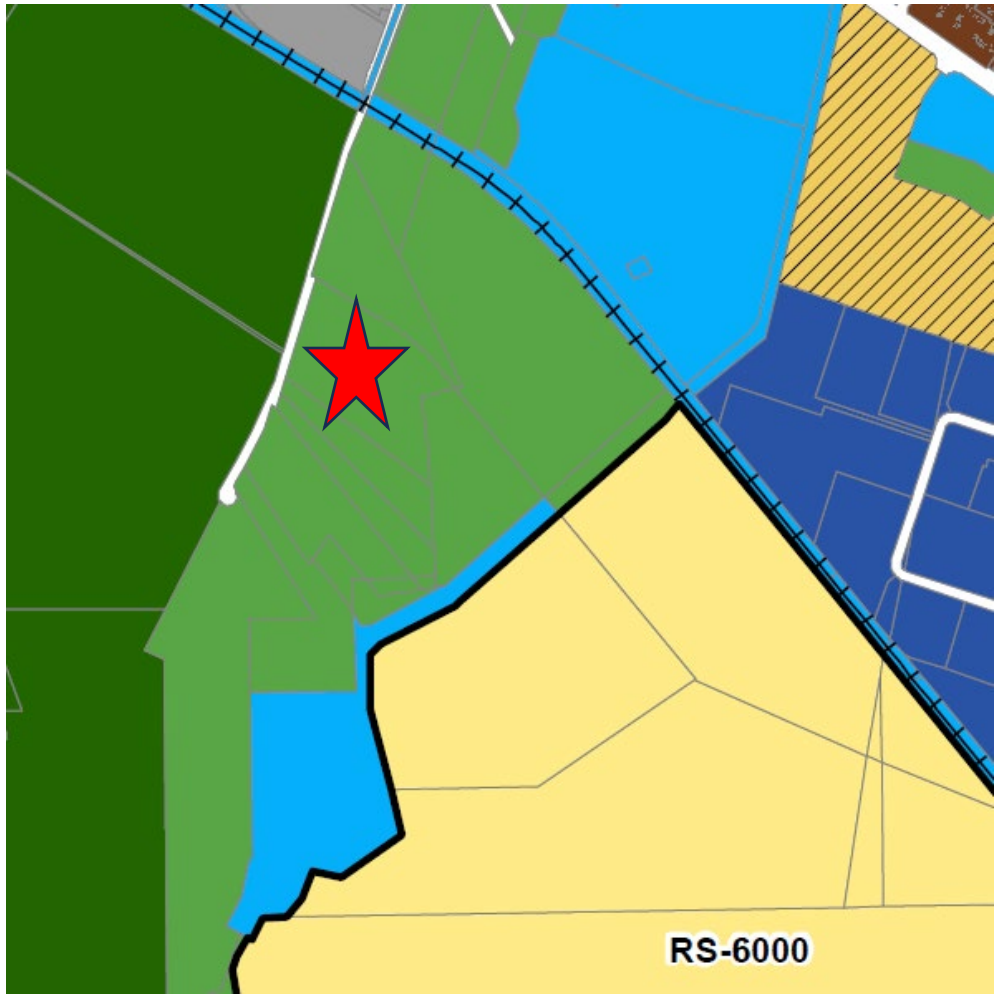
- Adopted in 2010
- Development Capacity 1,260 Units
- Sub Areas A-D Development Areas
- Sub Area A: Sanctuary Village (386)
- Sub Area B & C: Sanctuary West (469)
- Remaining Capacity: 405 Units



SPECIFIC PLAN LAND USE DIAGRAM

# Background - General Plan and Zoning

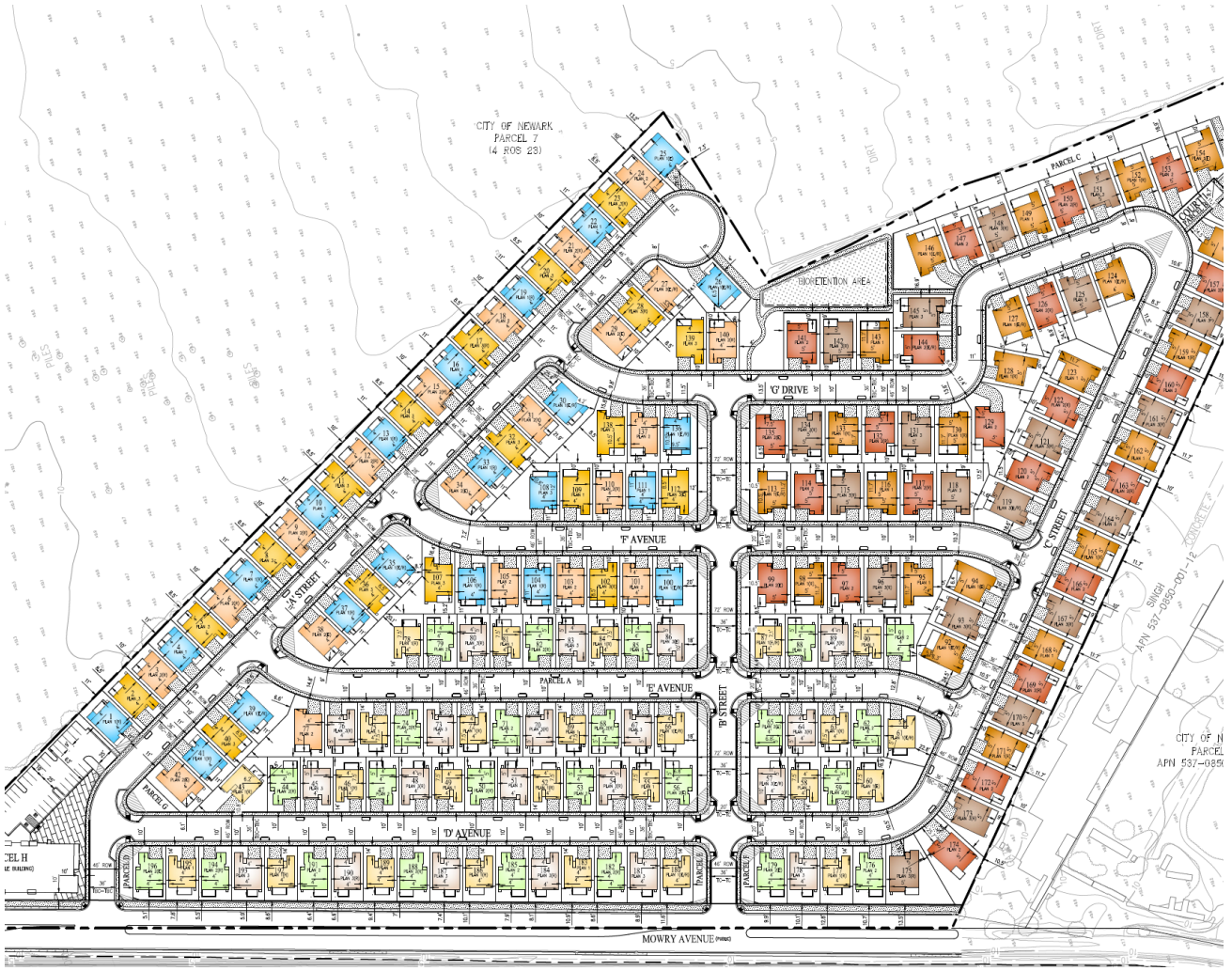


# Project Overview - Proposal

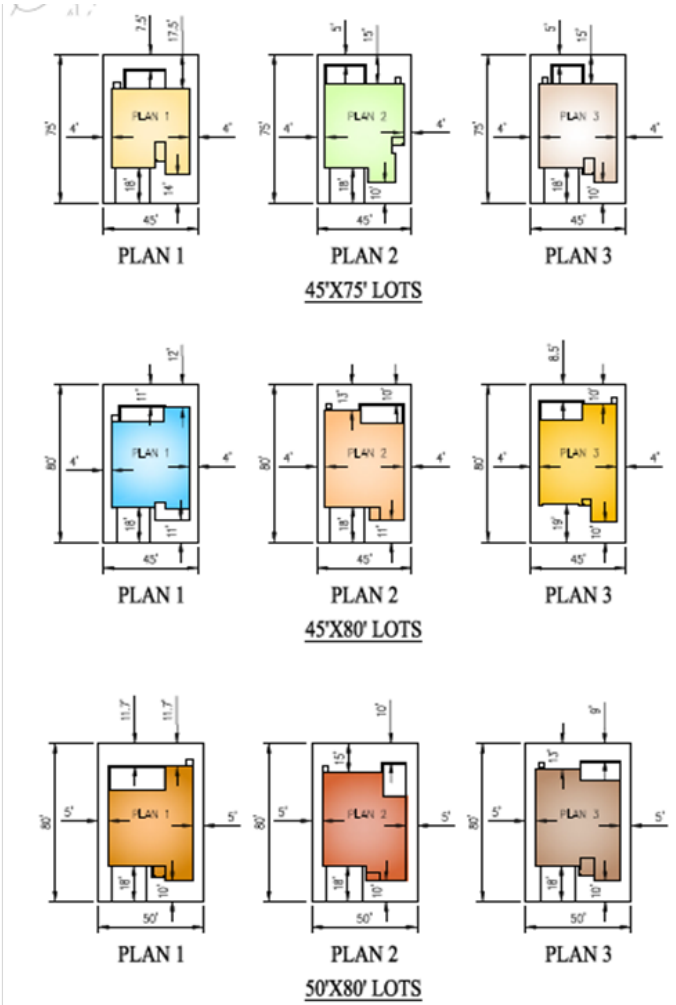
Project:

- Project site is 29 acres
- 196 SF Executive Style Homes
- 31 BMR units for very low and low-income households
- 4.89 acres in private open space
- Infrastructure Improvements to Mowry Avenue

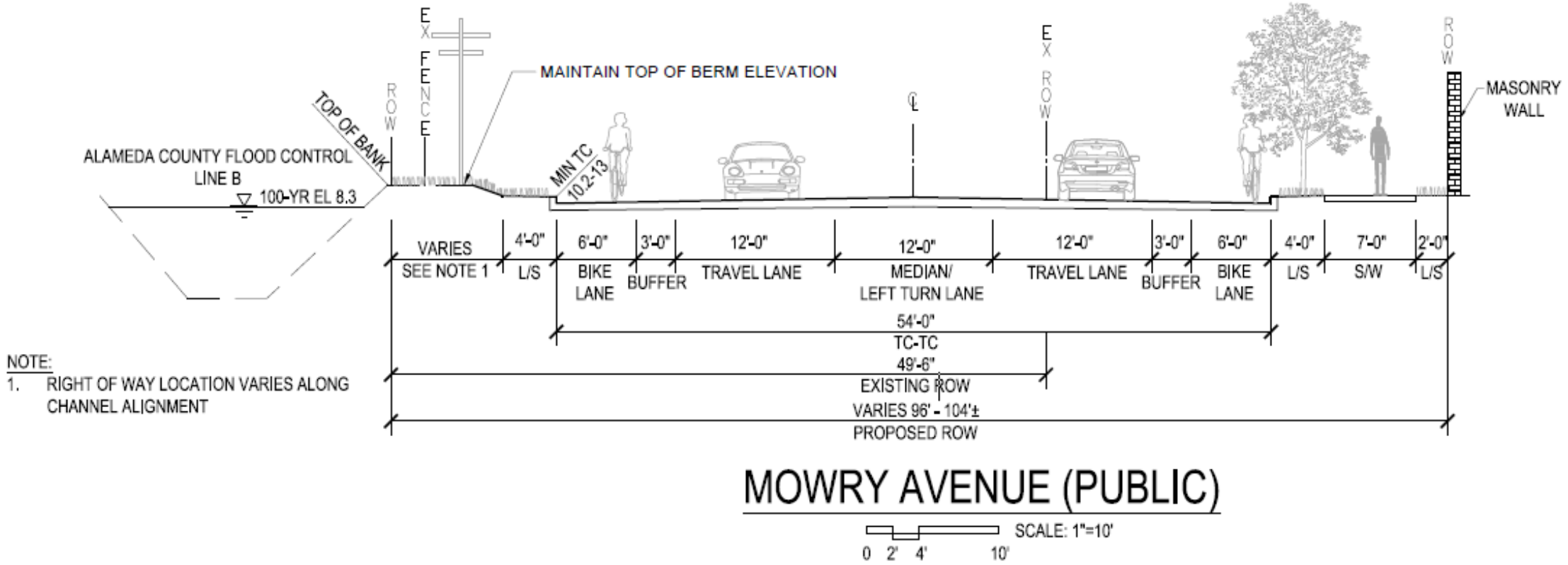


# Project Overview – Typical Lot Size

| Plan Type | Lot Size | Home Size | Units |
|---|---|---|---|
| 1 | 3,375 | 2,274 | 69 |
| 2 | 3,600 | 2,741 | 61 |
| 3 | 4,000 | 2,902 | 66 |
| | | | 196 |



# Infrastructure- New Street Section



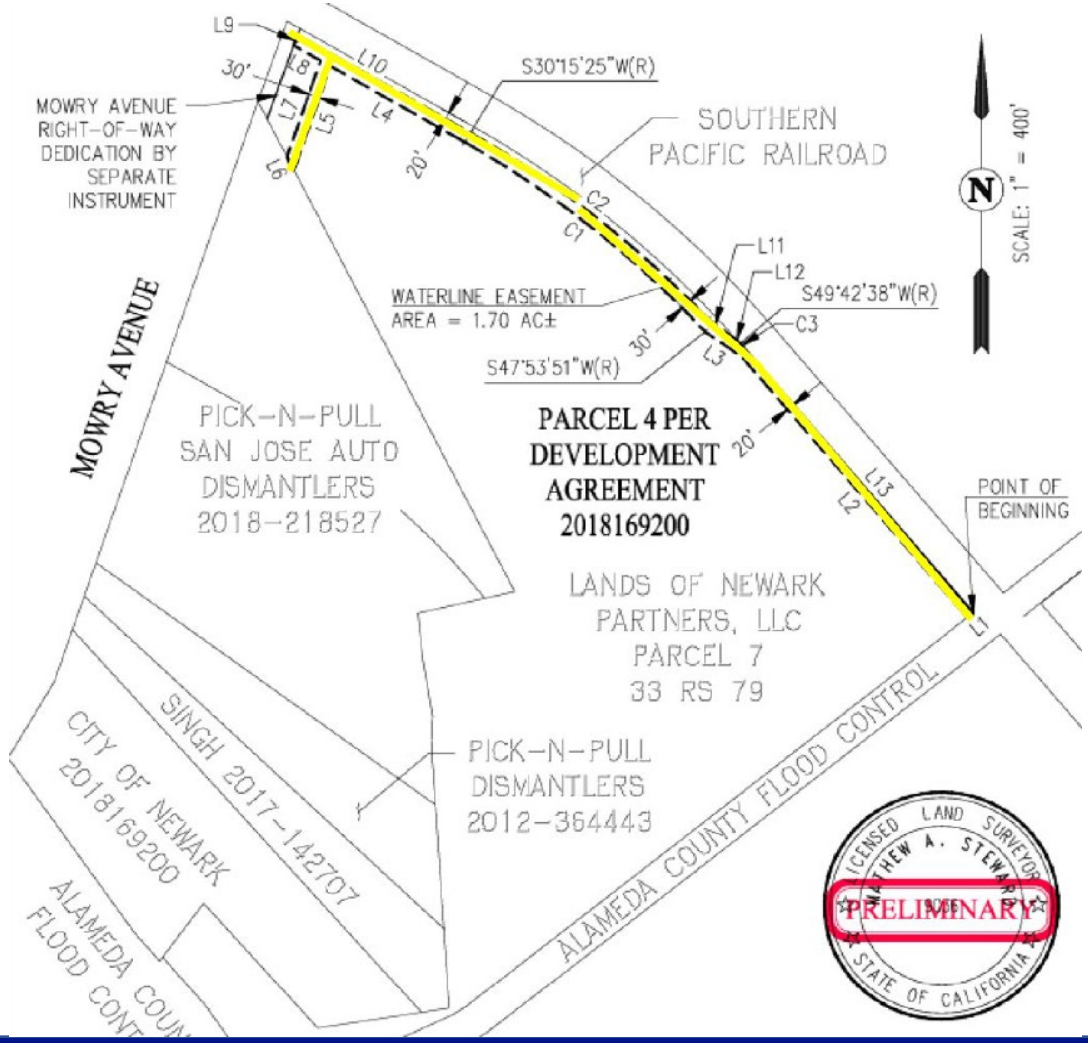
# Utilities

## Water

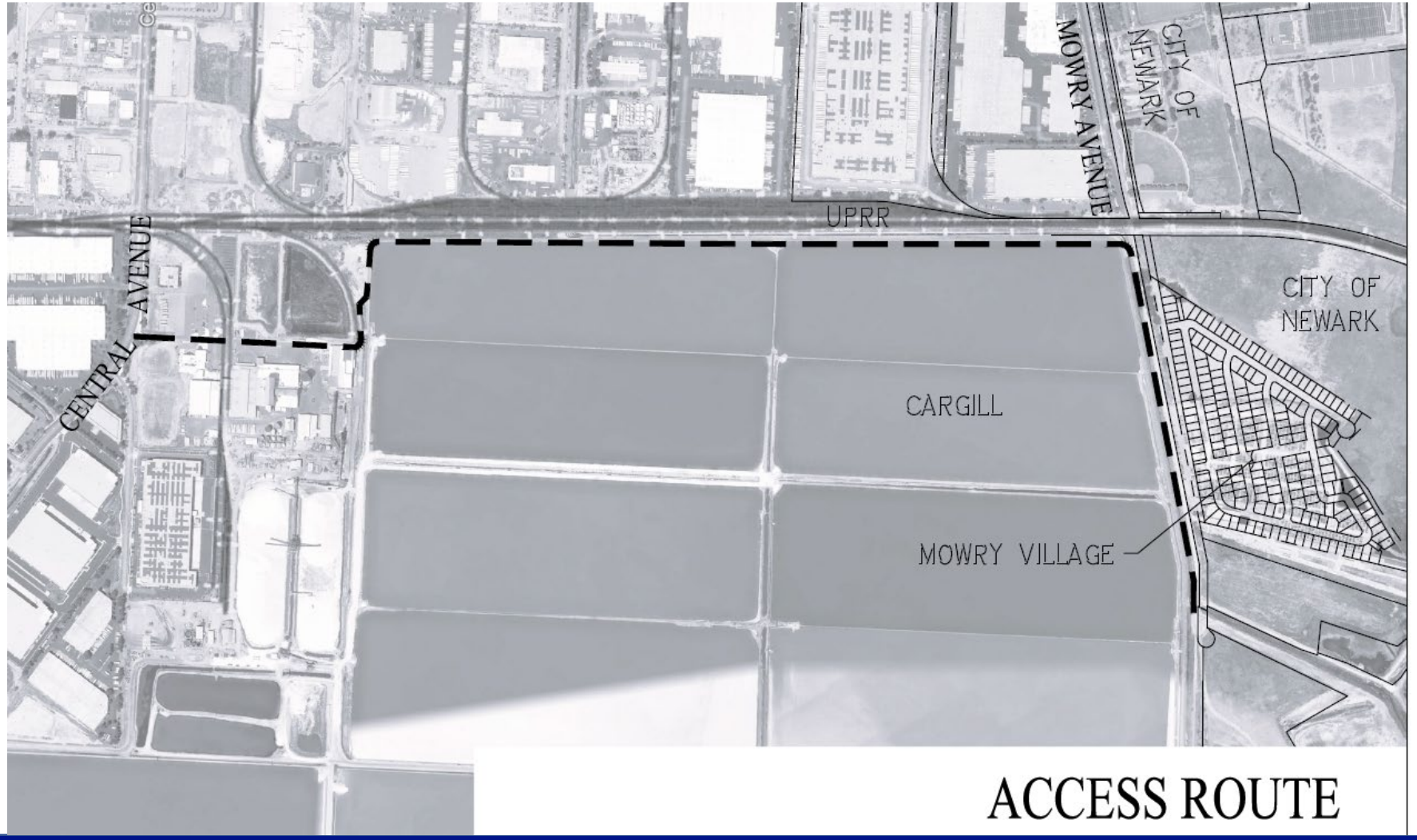
- Traverses City Property
- Satisfies ACWD Requirements
- Requires City Easement
- Requires City Compensation

## Sewer

- Main on Mowry



# Emergency Access Route



# CEQA

Overview of Environmental Impact Report (EIR) by Stantec

- Anna Radonich, Principal Planner
- Trevor Macenski, Senior Principal
- Jennifer Webster, Environmental Planner

# General Plan

## General Plan



Designation of Low Density Residential



Amendment is needed for .84 acre lot to allow BMR unit density of 36 du/ac



Parcel H will be amended to High Density Residential

## Compliance

- Per Resolution A, Exhibit 7 findings can be made in support of the project, including:
  - Policy LU-1.1
  - Policy LU-1.10
  - Policy LU-7.1

# Zoning

## Zoning Designation



Current Designation of Park



Zoning Amendment to Residential Single Family with PD Overlay and Residential High Density

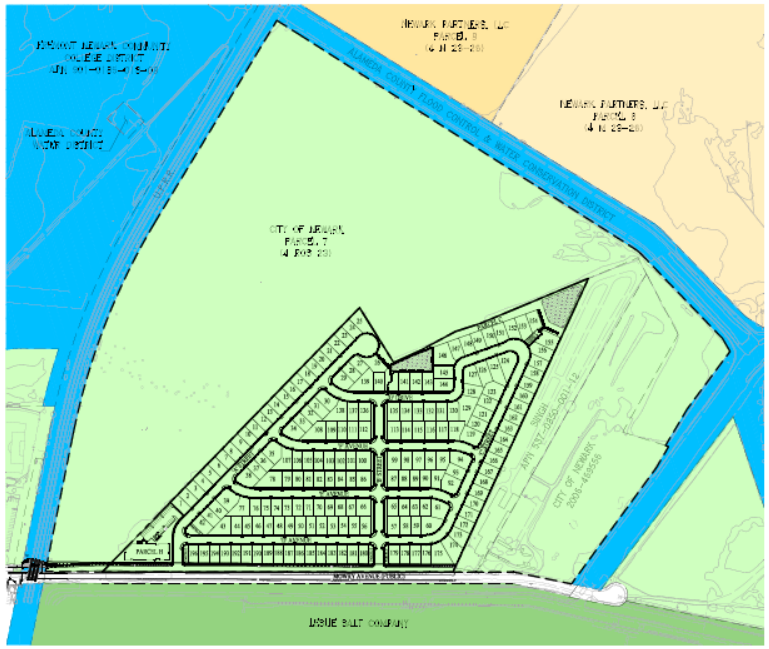


Parcel H will be amended to Residential High Density

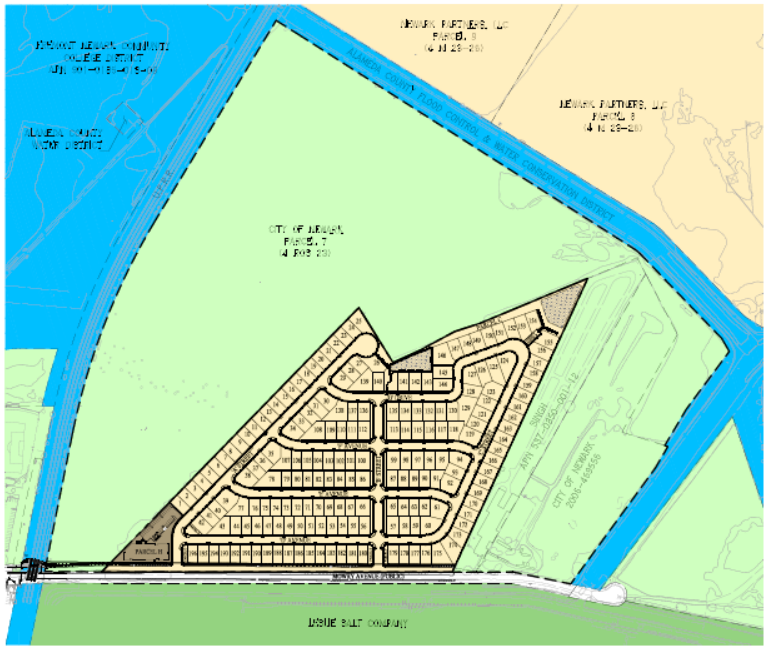
## Compliance

- SF Homes are permitted in RS district and PD Overlay
- PD Overlay to will comply with Amended Area 3 & 4 Specific Plan
- Affordable Housing site complies with RH zoning district and qualifies for density waivers

# General Plan and Zoning



ORIGINAL LAND USE PER SPECIFIC PLAN



PROPOSED LAND USE CHANGE

AREA 3 & 4 SPECIFIC PLAN SUB AREA D ORIGINAL LAND USE VS PROPOSED LAND USE

| LAND USE CATEGORY | ORIGINAL LAND USE | PROPOSED LAND USE | PROPOSED LAND USE CHANGE |
|---|---|---|---|
| PARK/RECREATIONAL USE | 100.2 ACS | 71.8 ACS | (28.3) ACS |
| RS-6000: RESIDENTIAL SINGLE FAMILY - PLANNED DEVELOPMENT OVERLAY | 0.0 ACS | 28.4 ACS | 28.4 ACS |
| RH: RESIDENTIAL HIGH DENSITY | 0.0 ACS | 0.0 ACS | 0.0 ACS |
| GENERAL PLAN: PARCEL H | LOW DENSITY RESIDENTIAL | HIGH DENSITY RESIDENTIAL | - |

LEGEND

- RH: RESIDENTIAL HIGH DENSITY
- RS-6000: RESIDENTIAL SINGLE FAMILY - PLANNED DEVELOPMENT OVERLAY
- PUBLIC FACILITIES
- PARK
- RESOURCE PRODUCTION
- PROJECT BOUNDARY
- AREA 3 & 4 SPECIFIC PLAN SUB AREA D

SPECIFIC PLAN AND ZONING
LAND USE CHANGES
MOWRY VILLAGE

CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

SCALE: 1" = 200' DATE: OCTOBER 6, 2025

0 200 400 600

cbg CIVIL ENGINEERS • SURVEYORS • PLANNERS

SAN RAMON • (925) 866-0322
ROSEVILLE • (916) 788-4456
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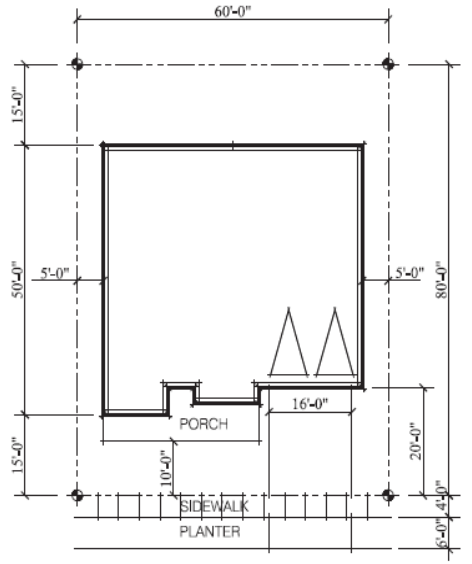
# Design Review

## Siting Standards & Architectural Design Guidelines

- One and two-story homes
- Varied massing
- Porch/Entry Ways
- Efficient size lots
- Executive Homes








NOTES:
A. ALL DIMENSIONS ARE MINIMUM.
B. YARD ENCROACHMENTS AS ALLOWED BY N.M.C.
C. PORCHES MAY ENCROACH TO WITHIN 10' OF STREET R.O.W. MINIMUM PORCH DEPT OF 7' REQUIRED.

NEWARK SPECIFIC PLAN AREA
ARCHITECTURAL DESIGN THEME AND SITING TEMPLATE

SINGLE FAMILY DETACHED
60' x 80' CONVENTIONAL HOMES

# Design Review – SF Homes

## Proposed

- Six architectural styles
- Varied Roof Lines
- Front-Facing Homes
- Recessed Garages
- Consistent with Specific Plan







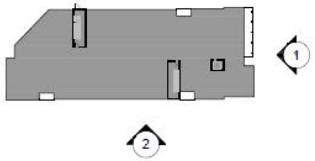


# Design Review – Affordable Housing Building



# Design Review – Affordable Housing Building




1. Right Elevation




2. Front Elevation

Material Legend:

1. Cementitious Lap Siding
2. Vinyl Window
3. Composite Railing
4. Cementitious Trim
5. Rafter Tails
6. Composite Roof

# Density Bonus Incentives/Waivers

## Affordable Housing Building and Lot

- Project qualifies for waivers due to 15 % project units being BMR
- *Unlimited* waivers of development standards that would have the effect of physically precluding the construction of the development allowed
- Waivers are based on the most stringent development standard of either RH or Specific Plan

| Waivers | | |
|---|---|---|
| Standard | Requirement | Proposed |
| Lot Depth | 100 | 80 |
| Building Height | 35* | 38 |
| Front Setback | 15 | 10 |
| Steet Side Yard | 15 | 8 |
| Unit Open Space | 200 | 0 |
| Parking | .25 | .13 |

# Affordable Housing

## Program



Developers pay an impact fee or may provide on-site affordable subject to City Council approval



The developer is requesting to provide 31 affordable units in-lieu of paying the impact fee



Resolution recommending that City Council approve the alternative means of compliance

## Affordable Housing Agreement

Principal Terms of Agreement

- Establish the total affordable unit count and income category distribution
- Set the deed-restricted affordable duration (55 years)
- Newark local preference and various other terms for the affordable building operations
- Deed restricted property
- Affordable Housing Manage approval subject to City Manager
- Units to be constructed concurrently with market-rate units

# Affordable Housing Building

## BMR Units



31 Units



10 Very Low (>50% AMI) & 20 Low-Income Households (>80% AMI)



BMR Units shall be the same as typical units provided in the project

| UNITS | BED/BATH | SIZE | # |
|---|---|---|---|
| 1-Bed | 1/1 | 545 | 14 |
| 2-Bed | 2/1 | 920 | 8 |
| 3-Bed | 3/1 | 1143 | 8 |
| Manager | 1/1 | 545 | 1 |
| Total | | | 31 |

# Affordable Housing Min. and Max. Rents

- HUD and the California Department of Housing and Community Development publish annual rent and income limits for BMR units.
- Rent limits include a utility allowance (e.g. water, gas, electrical, etc.)

## Alameda County 2026 Rent Limits

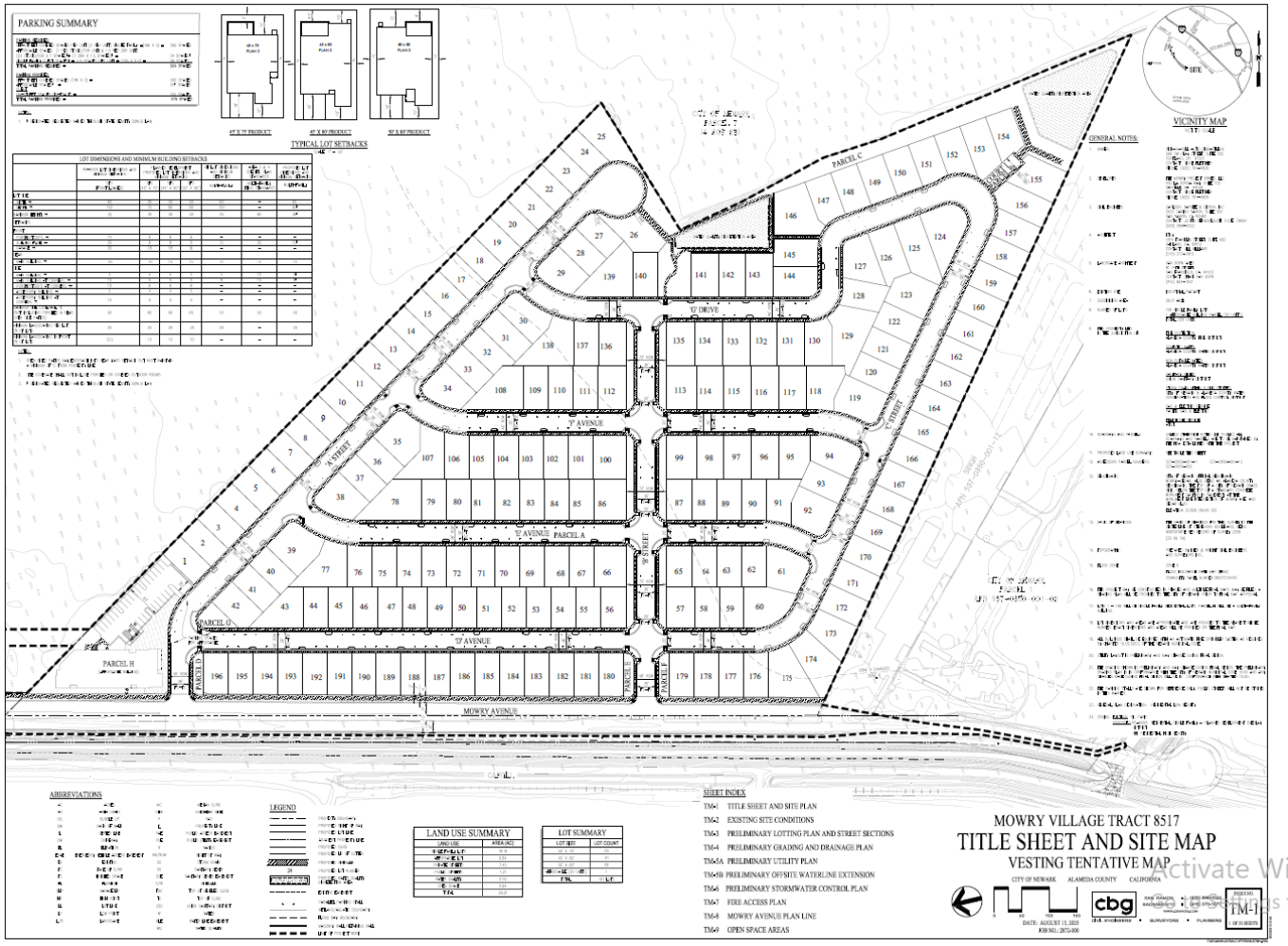
| Unit Size | Very Low-Income (30-50% AMI) | Low-Income (50-80% AMI) |
|---|---|---|
| 1-Bedroom | $889 – 1,498 | $1,498 – 2,398 |
| 2-Bedroom | $1,079 – 1,798 | $1,798 – 2,878 |
| 3-Bedroom | $1,246 – 2,077 | $2,077 – 3,324 |

# Affordable Housing Schedule of Performance

| Milestone | Deadline |
|---|---|
| Developer deposits Housing Impact Fee into escrow | Prior to issuance of building permit for each market rate unit |
| Developer starts grading and installation of utilities and infrastructure for affordable housing | August 31, 2027 |
| Developer obtains building permit for Affordable Housing Development | Earlier of the issuance of the 65$^{th}$ market rate building permit, or June 30, 2031 |
| Commencement of construction of the Affordable Housing Development | Earlier of the (i) issuance of the 75$^{th}$ building permit for market rate homes, or (ii) July 30, 2031 |
| Completion of construction of the Affordable Housing Development | Earlier of (i) two years after commence of construction, or (ii) July 30, 2033. |

# Vesting Tentative Map

- Vesting Tentative Tract Map
- Combines 3 into 197 lots
- Private Roads Internally
- Expansion of Mowry Ave ROW
- Complies with City standards for subdivisions



# Recommendation

Staff recommends that the Planning Commission recommend to the City Council the following:

- A Resolution recommending that the City Council approve Certification of the Final Environmental Impact Report (FEIR), A Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Program.
- A Resolution recommending that the City Council approve the following:

    a. Amendment to General Plan Land Use Diagram

    b. Amendment to the Area 3 & 4 Specific Plan

    c. Amendment to the City's Official Zoning Map

    d. Planned Development Overlay District

    e. Design Review

    f. Alternate Means of Compliance

    g. Density Bonus Waivers

    h. Vesting Tentative Map #8517

# Public Comments

- Bay Area Council (October 6, 2025)
- Newark Chamber of Commerce (October 13, 2025)
- YIMBY Law (November 17, 2025)
- Regional Center of the East Bay (November 17, 2025)
- Additional Comment Letters Received Today- See Memo

# Questions

*Public comments can be sent to Planning@Newarkca.gov*

*Or*

*City Hall*

*37101 Newark Boulevard*

*Newark, CA 94560*

# Mowry Village Project
# CEQA Analysis

# What is an EIR & CEQA?

- EIR = Environmental Impact Report
- CEQA = California Environmental Quality Act
- An informational document designed to inform the public and decision-makers about potential environmental impacts of a project
- A problem-solving document that identifies ways to avoid or lessen impacts:
    - Mitigation Measures
    - Alternatives
- Environmental impacts are just one of the factors considered by the decision-makers when deciding whether to approve a project

# EIR Purpose

- **INFORM** decision-makers and public of the proposed project's potential physical environmental effects
- **ENGAGE** the public in the environmental review process
- **DISCLOSE** potential impacts of the proposed project on the physical environment
- **AVOID** and/or **REDUCE** potential impacts of the proposed project through mitigation measures and/or alternatives

# Steps in the EIR Process

**NOP**

- Develop Project Description and NOP
- 30 Day Public Review
  (November 30, 2021 - January 3, 2022)
- Public Scoping Meeting
  (December 14, 2021)

**Project DEIR**

- Admin Draft EIR
- Public Draft EIR
- 45 Day Public Comment Period
  (August 2, 2023 – September 18, 2023)
- PC Meeting (August 22, 2023)

**Project FEIR**

- Admin Draft Response to Comments
- MMRP
- Public Draft FEIR
- 10 Day Public Review
- FEIR Certification Hearing and Project Approval
  (November 19, 2025 and December 11, 2025)

# Topics Addressed in the EIR

- Aesthetics
- Agricultural and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire

# Draft EIR Summary of Impacts

| Resource | Level of Significance |
|---|---|
| Aesthetics | Less Than Significant Impact |
| Agricultural and Forestry Resources | No Impact |
| Air Quality | Less Than Significant Impact with Mitigation |
| Biological Resources | Less Than Significant Impact with Mitigation |
| Cultural Resources | Less Than Significant Impact with Mitigation |
| Energy | Less Than Significant Impact |
| Geology and Soils | Less Than Significant Impact with Mitigation |
| Greenhouse Gas Emissions | Less Than Significant Impact |
| Hazards and Hazardous Materials | Less Than Significant Impact with Mitigation |
| Hydrology and Water Quality | Less Than Significant Impact with Mitigation |
| Land Use and Planning | Less Than Significant Impact |
| Mineral Resources | No Impact |
| Noise | Less Than Significant Impact with Mitigation |
| Population and Housing | Less Than Significant Impact |
| Public Services | Less Than Significant Impact |
| Recreation | Less Than Significant Impact |
| Transportation | Significant and Unavoidable Impact |
| Tribal Cultural Resources | Less Than Significant Impact with Mitigation |
| Utilities and Service Systems | Less Than Significant Impact |

# Significant and Unavoidable Impacts

- A significant and unavoidable impact is defined as an impact that cannot be reduced to below the threshold level given reasonably available and feasible mitigation measures
- The Mowry Village Project EIR identified one significant and unavoidable impact related to Transportation: *Vehicle Miles Traveled (VMT)*

Under 2020 and 2040 conditions, the average VMT per resident for the proposed project would be 44 and 47 percent higher, respectively, than the citywide average minus 15 percent (19.4 miles and 17.4 miles), which is the threshold of significance. Therefore, the proposed project would have a significant impact on VMT as it would exceed existing citywide VMT per capita minus 15 percent.

# What is Considered in a Cumulative Analysis?

- Under CEQA Guidelines, cumulative impacts refer to two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts
  - The cumulative impact from a single or several separate projects is the change in the environment which results from the incremental impact of the project when added to other closely related past, present, and reasonably foreseeable probable future projects. Cumulative impacts can result from individually minor but collectively significant projects taking place over a period of time
- *With exception of VMT, the project, in conjunction with related projects, would not have a cumulatively considerable impact on environmental resources.*

# Project Alternatives

CEQA requires that alternatives to a proposed project have the potential to avoid or substantially lessen one or more significant effects of the project.

- The Mowry Village Project EIR identified one significant and unavoidable impact related to Transportation: *Vehicle Miles Traveled (VMT)*

# Alternatives Considered and Rejected

- **Alternative Location Alternative**

  (*there are no undeveloped sites within city limits large enough to accommodate a similar sized project near transit*)

- **Restoration Alternative**

  (*development of the site as park, open space, or recreational use would not meet project objectives*)

- **Small Project Alternative**

  (*7 single-family units or 16 low-rise multi-family units would generate less than 110 trips per day (LTS VMT), would not meet project objectives and would underutilize the land*)

# Alternatives Considered in Draft EIR

- **No Project Alternative**
  - No development would occur
- **Multi-family Residential Alternative**
  - 405 multi-family residential units
- **Reduced Density Alternative**
  - 64 single-family detached units
- **100 Percent Affordable Housing Alternative**
  - 405 multi-family residential units, similar to Multi-family Residential Alternative
  - 100 percent affordable housing

# Public Review and Final EIR

- The Draft EIR was circulated for a 45-day public review between August 2, 2023, and September 18, 2023.
- Following the 45-Day Public Comment Period on the Draft EIR, a Final EIR was prepared.
- A Final EIR is comprised of:
  - Written responses to comments received on Draft EIR
  - Errata - Revisions to Draft EIR

# Comments Received on the Draft EIR

A total of 75 comment letters and over 700 comments were received on the Draft EIR.

A number of comments received on the Draft EIR focused on five main topics:

- Preserve and Restore Wetlands/Baylands
- General Sea Level Rise
- Flood Zone
- Prime Wildlife Habitat
- Contribute to Affordable Housing

# Alternatives Considered in Final EIR

- **Partially Affordable Housing Alternative**
  - 196 single-family detached units
  - 30 multi-family residential units
  - 1 manager unit

# Project Alternatives Impacts Comparison

| Environmental Resource Area | Proposed Project | No Project (Alternative 1) | Multi-family Residential (Alternative 2) | Reduced Density (Alternative 3) | 100 Percent Affordable (Alternative 4) | Partial Affordable Housing (Alternative 5) |
|---|---|---|---|---|---|---|
| Aesthetics | LTS | < | = | = | = | = |
| Agriculture and Forestry Resources | NI | = | = | = | = | = |
| Air Quality | LTS/M | < | > | < | > | > |
| Biological Resources | LTS/M | < | = | = | = | = |
| Cultural Resources | LTS/M | < | = | = | = | = |
| Energy | LTS | > | > | < | > | > |
| Geology and Soils | LTS/M | > | = | = | = | = |
| Greenhouse Gases | LTS | > | > | < | > | < |
| Hazards and Hazardous Materials | LTS/M | > | = | = | = | = |
| Hydrology and Water Quality | LTS/M | > | = | = | = | = |
| Land Use and Planning | LTS | > | = | = | = | = |
| Mineral Resources | NI | = | = | = | = | = |
| Noise | LTS/M | > | > | < | > | > |
| Population and Housing | LTS | < | = | = | = | = |
| Public Services | LTS | < | > | < | > | > |
| Recreation | LTS | < | > | < | > | > |
| Transportation and Traffic | SU | < | = | = | = | = |
| Tribal Cultural Resources | LTS/M | < | = | = | = | = |
| Utilities and Service Systems | LTS | < | > | < | > | > |
| Wildfire | LTS | < | = | = | = | = |

Notes:
NI = No Impact
LTS = Less than Significant Impact
LTS/M = Less than Significant Impact with Mitigation
SU = Significant and Unavoidable
< = Less impact than the proposed project
= = Equivalent impact to the proposed project
> = Greater impact than the proposed project

# Environmentally Superior Alternative

- None of the alternatives considered would eliminate the significant and unavoidable impact to VMT
- The Reduced Density Alternative is identified as Environmentally Superior Alternative
  - Would achieve all Project Objectives
  - Would not result in greater impacts than the proposed project

# MEMORANDUM

To: Steve Jones, Integral Communities

From: Jason Moody and Megan Gregory, Economic and Planning Systems, Inc.

**Subject: Draft Newark Fiscal Impact Analysis for the Mowry Village Project; EPS #232010**

Date: April 3, 2025

This memorandum provides a fiscal impact analysis of 196 single family residential units and 31 affordable multifamily units proposed for development on a 29-acre parcel located at 7400 Mowry Avenue in Newark (hereafter "Mowry Village Project"). The developer, Integral Communities, retained Economic & Planning Systems, Inc. (EPS) to prepare this analysis to provide the City of Newark with information on the effect of the proposed development on its annual General Fund budget.

The objective of the analysis is to determine whether the proposed project will generate adequate City General Fund revenues to cover the cost of providing ongoing services to new residents. In addition to considering the General Fund impact of the Mowry Village Project by itself, the analysis considers the fiscal impact of the existing use, a commercial establishment that sells used auto parts (Pick-n-Pull), to provide a point of comparison.

EPS has relied on standard and widely accepted methodologies and relatively conservative assumptions for conducting this fiscal impact analysis. Key analytical inputs used include project specific information provided by the applicant, City budget documents, and EPS professional expertise. EPS has not conducted an independent audit of the City's budget, contacted service-providing City departments, or conducted detailed market analysis.

The actual fiscal effects of both the Mowry Village Project and the existing use will depend on a variety of factors that cannot be predicted with certainty. These include, without limitation, market conditions and business cycle considerations, future changes in federal or State tax and funding policies, local budget considerations, including changes in tax or fee rates or the efficiency of various City departments in providing services, and other external factors.

It is important to note that net fiscal impacts estimated in this analysis (annual budget surpluses or deficits) are simply indicators of fiscal performance; they do

not mean that the City will automatically have surplus revenues or deficits, because it must have a balanced budget each year. Persistent shortfalls shown in a fiscal analysis may indicate the need to reduce service levels or identify additional revenue sources; persistent surpluses will provide resources to reduce liabilities, such as deferred maintenance, or to improve service levels.

## Summary of Findings

**Table 1** summarizes the estimate fiscal impact of (1) the Mowry Village Project, (2) a baseline scenario where the existing business (Pick-n-Pull) continues to operate in the space, and (3) the difference between the proposed development and baseline. All results are expressed in constant 2025 dollars. The results are annual at buildout and do not include any Development Impact Fee revenues the City may receive from the project. The key findings are further described below.

**Table 1: Summary of Estimated Annual Net Fiscal Impacts**

| Revenue / Expense Category | Fiscal Impact at Project Buildout | Fiscal Impact of Current Use[1] | Net Fiscal Impact of Project |
|---|---|---|---|
| | a | b | = a - b |
| General Fund Revenues | $803,900 | $66,700 | $737,200 |
| General Fund Expenditures | $603,200 | $8,300 | $594,900 |
| **Net Impact on General Fund** | **$200,700** | **$58,400** | **$142,300** |

1) Assumes existing business (Pick-n-Pull) continues to operate without any changes

1. **The Mowry Village Project is expected to generate approximately $142,300 per year more in net fiscal benefits to Newark's General Fund budget than the City would likely receive under baseline conditions.**

   Based on an EPS fiscal analysis, the development of 196 single family units and 31 affordable multifamily units on a 29-acre site on the Newark waterfront is estimated to have a significantly more favorable impact on the City's General Fund budget than the existing used auto parts center (Pick-n-Pull). While both land uses likely provide net General Fund benefits, the additional tax and related revenues expected from the Mowry Village Project far out-weigh the cost of providing additional public services, such as public safety and general government. Meanwhile, the EPS analysis finds that the existing auto-parts business likely provides only a minimal net positive General Fund benefit.

2. **The increase in property values from development of the Mowry Village Project is estimated to represent by far the most significant source of new City General Fund revenues.**

   Property tax revenue from the Mowry Village Project is based on the increase in assessed value from the sales of 196 new residential units, estimated to achieve average price points of about $1.52 million per unit. In addition to receiving approximately 15.8 percent of the 1 percent base property tax levied on property, Newark's General Fund will also benefit from an increase property transfer taxes and State distribution of Property Tax in Lieu of Vehicle License Fees. All told the Mowry Village Project is projected to generate approximately $640,000 new General Fund revenue attributable to increased property values. This compares to about $28,000 per year accruing to the City's General Fund from the current use.

3. **New sale tax revenues resulting from local retail spending by new residents are expected to represent the second largest revenue source from the Mowry Village Project.**

   Given the projected sales prices of the new single-family homes at Mowry Village, the residents are projected to be relatively affluent, with average household incomes at about $332,000. Based on standard assumptions about the percentage of income typically spent on taxable retail goods and services, and assuming a 50 percent capture of these sales in Newark, EPS estimates the City's General Fund will receive about $72,000 per year in additional sales taxes. By comparison, EPS estimates that the current Pick-n-Pull generates approximately $37,000 in annual sales tax revenue to the City (while EPS does not have access to actual sales tax data for this establishment, an estimate was derived based on information from similar business types and included an additional increment for employee spending).

# Fiscal Impact on General Fund

This section describes the methodology and key assumptions used to estimate the fiscal impacts of the proposed Mowry Village project and existing uses on site. As described, Integral Communities is proposing to build 196 single family residential units and 31 affordable multifamily units on a 29-acre site located on Mowry Avenue in Newark. The project would replace the existing Pick-n-Pull, a 12,445 square foot commercial establishment that sells used auto parts.

A variety of revenues and costs included in this fiscal analysis are based on the anticipated "service population," a measure that incorporates relative impacts of both residents and employees. Based on analysis of resident population, employment, and commute patterns, EPS estimates that fiscal impact of one resident is equivalent to approximately 2.4 employees, as further detailed in **Appendix Table A-1**. Based on these equivalencies, **Table 2** estimates the on-site service population for both the Mowry Village Project and existing uses.

**Table 2: Development Program and Service Population**

| | Worker Density Assumptions[1] | Existing Development | Proposed Project | Net New |
|---|---|---|---|---|
| Employment | | | | |
| Retail | 500 SF / Employee | 25 | | -25 |
| **Total** | | **25** | **0** | **-25** |
| Residents | | | | |
| Market Rate Single Family | 3.01 Residents / Household | | 591 | 591 |
| Below Market Rate Multifamily | 2.67 Residents / Household | | 83 | 83 |
| **Total** | | **0** | **674** | **674** |
| **Project Service Population (2)** | 0.42 Employee Service Burden Weight | **11** | **674** | **663** |

(1) The average number of people per household can vary based on product type. EPS assumptions for single-
(2) Service Population is calculated by adding total residential population and 42% of employees.

Source: U.S. Census Data; Economic & Planning Systems, Inc.

## General Fund Revenues

New General Fund tax proceeds attributable to the proposed Mowry Village will include sales tax, property tax, property tax in lieu of vehicle license fee (VLF), property transfer tax, transient occupancy tax, utility user tax, and franchise fees. **Table 3** provides a summary of the Newark 2024-2025 General Fund Revenues Budget, and a description of method utilized to estimate project revenue for each relevant revenue source.

**Table 3: FY2024-25 Revenue Budget Summary and Fiscal Impact Estimating Factors**

| Item | FY2024-2025 Total | Factors Applied to Estimate Project Revenue | |
|---|---|---|---|
| General Property Tax | $26,260,000 | 15.8% | of base property tax rate (1%) |
| Property Tax in Lieu of VLF | $7,479,000 | 2.1% | of Citywide Assessed Value |
| Sales Tax | $15,926,000 | 0.95% | of estimated taxable sales |
| 1/2 Cent Sales Tax | $7,430,000 | 0.5% | of estimated taxable sales |
| Transient Occupancy Tax | $5,239,000 | 10% | of hotel revenue |
| Utility Tax | $4,459,000 | 3.25% | of utility bills |
| Franchise Fees | $5,072,000 | $87.08 | per service population |
| Business License | $1,537,000 | - | not estimated |
| Property Transfer Tax | $186,000 | $0.55 | per $1,000 in value |
| Licenses & Permits | $3,790,000 | - | not estimated |
| Use of Money & Property | $3,999,000 | - | not estimated |
| Intergovernmental | $6,434,000 | - | not estimated |
| Charges for Services | $2,245,000 | - | not estimated |
| Fines & Forfeitures | $515,000 | - | not estimated |
| Other Financing Sources | $151,000 | - | not estimated |
| **Total Revenues** | **$90,722,000** | | |

## Property Tax Revenue

Property tax revenue estimates are based on the estimated assessed value of the proposed project which will be determined based on their sales prices. The proposed project envisions 196 single family residences, on lots ranging from 3,375 to 4,000 square feet and a 3-story multifamily building with 31 affordable rental units. Based on market data provided by The Gregory Group, a third-party housing market data specialist, and documented in **Appendix Table A-2**. EPS

estimates that the project will achieve an average sale price of approximately $1.52 million per unit.

Based on the Mowry Village Project proposed development program, EPS estimates the project's assessed value at about $298 million at buildout, as shown in **Table 4**. The City levies a 1 percent property tax rate, with approximately 15.8 percent of those funds going to the City of Newark General Fund.

### *Property Tax in Lieu of VLF*

In 2004, the State of California adjusted the method for sharing VLF with local jurisdictions. Recent State budget changes replaced VLF with property tax, which grows proportionately with increases in the assessed value of the City. The proposed project will add about 2.04 percent to the current assessed value in Newark (assuming no other assessed value growth for simplification purposes) and will generate the same increased percentage in in-lieu VLF revenues.

**Table 4: Property Tax Revenue**

| Land Use | Assumption / Factor | | Total at Buildout |
|---|---|---|---|
| Assessed Value Estimate[1] | | | |
| Single-Family Unit (For-Sale) | $1,520,000 per Unit | | $297,920,000 |
| Below Market Rate (Rental)[2] | *Tax Exempt* | | $0 |
| **Total Assessed Value** | | | **$297,920,000** |
| Property Tax | 1.0% | Base Property Tax Rate | $2,979,200 |
| **Newark General Fund Revenue[3]** | 15.8% | Allocation to Newark General Fund | **$469,816** |
| **Property Tax In Lieu of VLF** | | | |
| Existing Citywide Property Tax in Lieu of VLF | | | $7,479,000 |
| Citywide Assessed Value[4] | | | $14,595,510,278 |
| Project Net Assessed Value Increase[5] | | | 2.04% |
| **Property Tax In Lieu of VLF Revenue[6]** | | | **$152,660** |

(1) Based on new home construction data from the Gregory Group

(2) Below Market Rate units are assumed to be operated by a nonprofit affordable housing developer, and therefore tax exempt.

(3) Tax allocation rate reflects the share of the 1% base property tax allocated to the City of Newark, after the City's ERAF shift. Rate reflects the factors for the Tax Rate Areas of the Project site, 11-007 and 11-040. Factors are provided by the County Auditor.

(4) FY2023-2024 value based on secured assessed value from Alameda County's Annual Assessor's Report.

(5) Calculated by dividing the new assessed value by citywide assessed value.

(6) Calculated by multiplying existing property tax in lieu of VLF by project net assessed value increase.

Sources: Alameda County Assessor's Office.

### *Property Transfer Tax*

The project will generate real estate transfer tax revenue associated with future turnover in ownership. This analysis assumes the ownership of each home is likely to turn over approximately every 10 years, at an annual turnover rate of 10

percent. This analysis assumes the affordable multifamily building will turnover once every 20 years, a turnover rate of 5 percent. City General Fund receives $0.55 per $1,000 of the property value as property transfer tax, as shown in **Table 5**.

**Table 5: Property Transfer Tax Revenue**

| Land Use | Assumption / Factor | Annual Total at Buildout |
|---|---|---|
| Property Value | | |
| Single Family Unit (For-Sale)[1] | $1,520,000 per Unit | $297,920,000 |
| Multifamily Unit (For Rent)[2] | $244,000 per Unit | $7,564,000 |
| Average Annual Turnover | | |
| Single Family Unit (For-Sale) | 10.0% per Unit | $29,792,000 |
| Multifamily Unit (For Rent) | 5.0% per Unit | $378,200 |
| Total | | $30,170,200 |
| Property Transfer Tax Revenue | $0.55 per $1,000 in value | $16,594 |

(1) EPS assumption based on comparable sales in neighborhood. In-depth market study not prepared.
(2) Estimate based on HCD income limits in Alameda County.

### *Retail Sales Tax Revenue*

The Mowry Village project is expected to generate retail sales tax revenue from new residents' household spending within the city. This fiscal analysis estimates the retail spending pattern of households using data from the U.S. Bureau of Labor Statistics Consumer Expenditure Survey. Spending patterns reflect household consumer behavior by specified levels of annual income. This analysis uses projected home prices to estimate household income, and then identifies taxable retail expenditures from total household spending. EPS estimates that market rate households within the Mowry Village project are likely to spend approximately 14 percent of gross household income on taxable retail purchases, and below market rate households are likely to spend approximately 27 percent of their gross household income on taxable retail purchases. This analysis assumes that 50 percent of household taxable retail spending will be captured within the City of Newark.

**Table 6: Sales Tax Estimate**

| Item | Assumptions | Factor/ Estimate |
|---|---|---|
| **Project Households Retail Purchases in Newark** | | |
| Estimated Annual Household Income (Market Rate Units)[1] | 33% of income is Housing Costs | $332,000 |
| Estimated Annual Household Income (Below Market Rate Units)[2] | *Based on 2024 HCD Income Limits* | $71,148 |
| Market Rate Household Taxable Retail Spending[3] | 14% percent of income | $47,602 |
| Below Market Rate Household Taxable Retail Spending[3] | 27% percent of income | $19,388 |
| Weighted Average Household Retail Spending | | $43,749 |
| Household Retail Spending in Newark[4] | 50% of retail expenditures | $21,874 |
| Project Households | | 227 |
| **Net New Taxable Retail Sales Captured in Newark** | | **$4,965,493** |
| **Total Sales Tax Revenue** | 0.95% of taxable sales | **$47,172** |
| **Total 1/2 Cent Sales Tax Revenue** | 0.5% of taxable sales | **$24,827** |

(1) Income estimate relies on typical mortgage financing and the assumption that housing costs represent 33 percent of gross household income.

(2) Reflects estimated average household income based on affordability levels provided by Project Sponsor.

(3) Based on Bureau of Labor Statistics Consumer Expenditure Survey for respective income groups.

(4) Assume 50 percent of taxable retail spending by Newark residents is captured by the retailers within the City.

Sources: State Board of Equalization, ICSC Research Survey, U.S. Bureau of Labor Statistics

### *Transient Occupancy Tax*

Hotels and motels remit a 10 percent transient occupancy tax (TOT) to the City of Newark. Additional residential development will likely generate additional visitor days to the city, generating additional TOT. EPS assumes a rate of 1 visitor day per resident, and that 75 percent of those visiting Newark residents, stay in Newark. EPS estimates the project to generate approximately 505 hotel nights annually, and over $75,000 in additional hotel revenue, as seen in **Table 7**.

**Table 7: Transient Occupancy Tax Revenue**

| Item | Assumption / Factor | Annual Total at Buildout |
|---|---|---|
| Annual Visitor Days Generated from Development | 1 per resident | 674 |
| Newark Hotel Visitor Capture | 75% of visitors | 505 |
| Annual Hotel Room Revenues[1] | $150 Average Daily Rate | $75,781 |
| General Fund TOT Revenue | 10% of revenue | **$7,578** |

(1) Average Daily Rate based on EPS estimate of typical hotel rate within the City of Newark.

### *Other Taxes and Revenues*

The City of Newark collects tax revenue on utility charges for services provided in the City. Additional residents will expand the use of utilities in the City. This analysis assumes a monthly utility cost of $300 per household. Franchise fee revenue reflects an average derived from City budget documents (see Table 3) and is calculated based on service population. **Table 8** presents utility user tax and franchise fee revenue estimates for the project.

**Table 8: Other Taxes and Revenues**

| Item | Estimating Factor | Annual Total at Buildout |
|---|---|---|
| **Utility Users Tax** | | |
| Total Residential Population | 227 Households | |
| Monthly Utility Cost | $300 per household per month | |
| Annual Total | | $817,200 |
| **Utility Users Tax Revenue** | 3.25% of utility bill | **$26,559** |
| **Franchise Fees** | | |
| Service Population | 674 service pop. | |
| Annual Allocation | $87.08 per service population | |
| **Franchise Fee Revenue** | | **$58,659** |

(1) Based on EPS professional assumption. Actual number will vary depending on specific housing attributes (e.g., solar, air conditioning, etc.)

## General Fund Expenditures

This fiscal analysis estimates the costs attributable to population growth by characterizing how expenses will change for each City department. For some departments, population growth in the City will not dramatically alter operations. For example, administrative functions in the City are not likely to scale up significantly to accommodate new projects. Alternatively, departments that provide services directly to residents and businesses likely will increase their operations and costs to accommodate new populations.

The fiscal analysis model relies on categorization of the likely budgetary response to population and employment growth for each department. The anticipated response to growth is expressed for fiscal modeling purposes in terms of “fixed expenses” and “variable expenses” within the department budget.

The fixed expenses are the portion of a City department’s budget which is not affected by population and employment growth. Even a department which is anticipated to grow largely in step with the City’s service population likely would have some fixed cost. For example, in most cases each department has only one director position, which is a fixed expense for the department. While the department may increase staffing to accommodate growth, the department will not add another director.

The variable expenses of a department are those that do increase with growth. As the City grows, increased demand for services requires some departments to scale up operations to meet new demand. The portion of a department's budget that scales up is identified as the variable share of the budget.

EPS uses a per-capita cost approach to estimate department costs attributable to new residents. The variable portion of each department budget is used to determine the per-capita cost, as shown in **Table 9**. Then, to determine the new General Fund expenditures generated by the proposed project, the per-capita factors are multiplied by the projected increase in service population or population, as appropriate. Fire and Transfers expenditures are not estimated because the project is not expected to generate new ongoing costs to these service providers.

**Table 9: FY 2024-2025 Expenditure Budget Summary and Fiscal Impact Estimating Factors**

| Item | City General Fund Expenses (FY2024-2025) | Percent Variable [1] | Annual Variable Expenses | Estimating Factors | | Per Capita General Fund Expense | Project Population/ Service Population | Annual Total at Buildout |
|---|---|---|---|---|---|---|---|---|
| General Government[2] | $12,174,000 | 10% | $1,217,400 | 58,245 | Service Pop. | $21 | 674 | $14,079 |
| Police | $29,690,000 | 90% | $26,721,000 | 58,245 | Service Pop. | $459 | 674 | $309,034 |
| Fire Services[3] | $14,470,000 | 75% | $10,852,500 | 58,245 | Service Pop. | $186 | 674 | $125,512 |
| Development Fund | $8,396,000 | 20% | $1,679,200 | 58,245 | Service Pop. | $29 | 674 | $19,420 |
| Recreation Fund | $6,570,000 | 75% | $4,927,500 | 46,635 | Population | $106 | 674 | $71,174 |
| Maintenance Cost Center | $7,381,000 | 75% | $5,535,750 | 58,245 | Service Pop. | $95 | 674 | $64,022 |
| Transfers | $4,818,000 | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| **Total Expenditures** | **$83,499,000** | | | | | | | **$603,242** |

(1) Percentage of costs that are population-dependent, as opposed to fixed costs or costs recovered through fees or charges.
(2) Includes Administration, Administrative Services, and Council and Commissions.
(3) Alameda County Fire Department provides fire servies for the City of Newark by contract.

Sources: City of Newark FY2024-2025 Operating Budget Expenses

## Net Fiscal Impact of Proposed Project Versus Existing Conditions

As noted above, EPS has evaluated the net fiscal impact of both the proposed Mowry Village project and a baseline scenario that assumes the current use continues as is. While it is unclear whether or for how long the Pick-n-Pull will continue to operate if Mowry Village is not developed, the fiscal impact of this existing condition is provided as a point of comparison. The difference between the fiscal impact of Mowry Village and the existing use represents a conservative estimate of the net impact of the proposed development on the City's annual budget. For example, any fiscal loss from displacing the Pick-n-Pull would be less than the amount estimated herein if (1) it relocated to another location in the City or (2) it was to go out of business even if the Mowry project did not move forward.

**Table 10** summarizes the estimated net impact of the Mowry Village project itself on the City of Newark's General Fund based on the methodology described above. As shown, the project is expected to generate approximately $803,900 in General Fund revenues compared to $603,200 in public service costs, for an annual net fiscal impact of $200,700.

**Table 10 Summary of Fiscal Impact Analysis - Mowry Village at Buildout (2025$)**

| Item | Annual Fiscal Impact |
|---|---|
| **General Fund Revenues** | |
| Property Tax | $469,800 |
| Property Tax in Lieu of VLF | $152,700 |
| Property Transfer Tax | $16,600 |
| Sales Tax (excl. business-to-business sales) | $47,200 |
| 1/2 Cent Sales Tax | $24,800 |
| Transient Occupancy Tax | $7,600 |
| Utility User Tax | $26,600 |
| Franchise Fees | $58,700 |
| **Total Revenues** | **$803,900** |
| **General Fund Expenditures** | |
| General Government | $14,100 |
| Police | $309,000 |
| Fire Services | $125,500 |
| Development Fund | $19,400 |
| Recreation Fund | $71,200 |
| Maintenance Cost Center | $64,000 |
| **Total Expenditures** | **$603,200** |
| **Net Impact on General Fund** | **$200,700** |

The net fiscal impact of the existing Pick-n-Pull is estimated using similar methodology as applied to the Mowery Village Project. With a few exceptions, most of the calculations are based on the estimate service population associated with the existing use, as calculated in **Table 3**. However, both property and sales tax revenues are estimated separately, as described below:

- **Property Tax**: Based on Alameda County Assessor's Office, the assessed value of the existing parcels is approximately $12.6 million, which after applying the 1 percent Base Property Tax Rate and the 15.8 percent allocation to the City General fund, results in an estimated $19,800 in annual property tax revenue for the City of Newark.
- **Sales Tax**: Sales and operating data was not available from the existing Pick-n-Pull. EPS relied on professional assumptions derived from examples of similar business types to estimate the number of employees (25), the sales per square foot ($200), and annual employee retail spending ($60,000). Using these assumptions, EPS estimated $2.5 million in taxable retail sales, which results in approximately $24,200 in general sales tax revenue, and $12,700 in revenue from the ½ Cent Sales Tax.

**Table 11** summarized the fiscal impact of the existing Pick-n-Pull based on the methodology described above. As shown, the existing business provides a positive fiscal impact to the City's General Fund of about $58,000, with sales tax being the primary revenue generator.

**Table 11: Summary of Fiscal Impact Analysis – Existing Use (2025$)**

| Item | Annual Fiscal Impact | Estimating Factors | |
|---|---|---|---|
| | | Amount | Description |
| **General Fund Revenues** | | | |
| Sales Tax (excl. business-to-business sales) | $24,200 | $200 | per square foot (0.95% for general sales tax and 0.5% for 1/2 Cent Sales Tax.) |
| 1/2 Cent Sales Tax | $12,700 | | |
| Property Tax | $19,800 | 15.6% | of base property tax rate (1%) |
| Property Tax in Lieu of VLF | $7,900 | 2.5% | of Citywide Assessed Value |
| Property Transfer Tax | $0 | - | Not Estimated |
| Utility User Tax | $1,100 | 3.25% | of utility bills |
| Franchise Fees | $1,000 | $74.74 | per service population |
| **Total Revenues** | **$66,700** | | |
| **General Fund Expenditures** | | | |
| General Government | $200 | $18.19 | per service population |
| Police | $5,000 | $426.57 | per service population |
| Fire Services | $2,000 | $156.44 | per service population |
| Development Fund | $300 | $26.47 | per service population |
| Recreation Fund | $0 | $91.36 | per resident |
| Maintenance Cost Center | $1,000 | $80.81 | per service population |
| **Total Expenditures** | **$8,700** | | |
| **Net Impact on General Fund** | **$58,000** | | |

**Table 12** compares the net fiscal impact of the Mowry Village Project with the existing use to derive a conservative estimate of the overall effect of the development on the City's General Fund budget. As shown, the net increase in General Fund revenues from the project at buildout is estimated at roughly $737,200 more annually than the existing use on the site. The net increase in General Fund expenditures associated with the project is estimated at approximately $594,500 more per year than the existing use. Net fiscal impacts for the project are estimated to be $142,700 annually.

**Table 12: Net Fiscal Impact Summary**

| Revenue / Expense Category | Fiscal Impact at Project Buildout | Fiscal Impact of Current Use[1] | Net Fiscal Impact of Project |
|---|---|---|---|
| | a | b | = a - b |
| General Fund Revenues | $803,900 | $66,700 | $737,200 |
| General Fund Expenditures | $603,200 | $8,700 | $594,500 |
| **Net Impact on General Fund** | **$200,700** | **$58,000** | **$142,700** |

1) Assumes existing business (Pick-n-Pull) continues to operate without any changes

# Appendix A:

**Table A-1: Newark Population Assumptions**

| Item | Existing | Weight[2] | | Weighted Average |
|---|---|---|---|---|
| **Employment Status of Newark Residents[1]** | | | | |
| Not in Labor Force | 20,605 | 44% | 100% | 44.2% |
| Employed in the City | 1,889 | 4% | 50% | 2.0% |
| Employed Outside of the City | 24,141 | 52% | 67% | 34.7% |
| **Total Residents** | **46,635** | | | 80.9% |
| **Residence Status of Newark Employees** | | | | |
| Live in the City | 1,889 | 7% | 50% | 3.4% |
| Live Outside the City | 25,596 | 93% | 33% | 30.7% |
| **Total Jobs** | **27,485** | | | 34.2% |
| **Employee to Resident Equivalency Factor[4]** | | (34.5% / 73.2%) | | 42.2% |
| **Service Population Calculation** | | | | |
| Amount Attributable to Residents (@ 100%) | 46,635 | | | |
| Amount Attributable to Employees (@ 42.2%) | 11,610 | | | |
| **Total Service Population** | **58,245** | | | |

(1) Distribution and Total jobs based on data from U.S. Census (OntheMap 2022). Total residents based on 2024 estimates provided by DOF in table E-5.

(2) Represents EPS estimate of how various types of residents and employees relate to each other in terms of demand for City service

(3) The number of residents who are employed in the City and the number of employees in the City who are residents arethe same, representing the same group of individuals. This group is reflected both in the Total Residents and the Total Jobs to demonstrate the composition of the totals, with their weighting split evenly between the resident and employee groups.

(4) Equals weighted average of residents divided by weighted average of employees

Sources: OntheMap LEHD and State of California Department of Finance

**Table A-2: Newark New Home Prices – Gregory Group**

| Project Name | Developer | Units Planned | Open Date | Average Size (sf) | Average Price/sf | Average Price |
|---|---|---|---|---|---|---|
| Beacon | Lennar | 120 | 1/15/2023 | 2,376 | $641.15 | $1,523,380 |
| Vista | Lennar | 72 | 3/15/2023 | 2,385 | $583.65 | $1,392,000 |
| Bungalows | Lennar | 100 | 9/26/2020 | 2,741 | $558.03 | $1,529,547 |
| Villas | Lennar | 137 | 9/26/2020 | 2,360 | $612.24 | $1,444,880 |
| Cottages | Lennar | 72 | 9/26/2020 | 2,080 | $673.74 | $1,401,380 |
| Dover at Compass Bay | Trumark | 53 | 8/29/2020 | 2,523 | $620.79 | $1,566,250 |
| Pomegranate | DR Horton | 21 | 10/15/2021 | 2,777 | $666.19 | $1,850,000 |
| Camilia | DR Horton | 85 | 3/1/2019 | 3,653 | $462.17 | $1,688,323 |
| Skylark | LandSea Homes | 108 | 5/1/2019 | 3,356 | $466.83 | $1,566,667 |
| **Weighted Average Home Price** | | | | | **$578** | **$1,522,658** |

NHA | ADVISORS

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# MEMORANDUM

Date: September 22, 2025

To: Angela Ysui, Deputy Economic Development Director

From: Craig Hill, Managing Principal

RE: City of Newark Fiscal Analysis Peer Review – Mowry Village Project

## Background

NHA Advisors, LLC ("NHA") has been engaged by the City of Newark (the "City") to provide a peer review of the Fiscal Impact Analysis ("FIA") prepared by Economic & Planning Systems (EPS) for the proposed Mowry Village residential development (the "Project"). The Project will replace the existing Pick-n-Pull facility with 196 single-family homes and 31 affordable multifamily units. EPS's analysis compares the net General Fund impact of the proposed Project to the continuation of existing site use. This review evaluates the reasonableness of the methodology, identifies areas for clarification or adjustment, and confirms whether the Project results in a net fiscal benefit to the City.

## Summary of EPS Findings

EPS concludes that:

- Total General Fund revenues from Project at buildout: $803,900
- Total General Fund expenditures from Project at buildout: $603,200
- Net fiscal benefit of the Project: $200,700 per year
- Existing Net fiscal benefit from current property use (Pick-n-Pull): $58,000 per year
- Incremental net fiscal impact of project over existing use: $142,700 per year

EPS employs a service population approach and uses per capita cost and revenue factors derived from Newark's FY 2024–25 budget. Revenue estimates include property tax, sales tax, utility user tax, TOT, and franchise fees.

## Peer Review Observations

### *1. Methodology and Structure*

EPS employs a standard and defensible fiscal impact methodology consistent with the best industry practices. The use of a service population framework and average per capita revenue/expenditure factors is appropriate for a project of this scale.

### *2. Revenue Assumptions – Validations and Adjustments*

| Item | EPS Assumption | NHA Observations | NHA Notes |
|---|---|---|---|
| **Property Tax** | 15.8% of 1% AV, $298M value | No issues noted | Valid and consistent with County apportionment rates. |
| **Sales Tax** | 0.95% base + 0.5% local tax | No issues noted | Methodology and capture assumptions are reasonable. |
| **TOT** | 10% tax rate | Newark's actual TOT is **14**% | EPS should revise to reflect correct rate; minor upward adjustment. |
| **Hotel ADR** | $150/night | City estimates rate is likely closer to $**125** | EPS should adjust for more conservative estimate. |
| **UUT** | $300/month per home | May be high given typical utility use in new homes | Recommend revisiting UUT assumptions to better align with benchmarks. |
| **Franchise Fees** | $87.08 per service pop | Concern this may be overstated depending on how fees are collected | Clarify account-based vs. household-based fee structure. |
| **CUP Fee (Existing)** | Not included in EPS analysis | Pick-n-Pull pays **$150,000**/year CUP, potentially CPI-adjusted | Should be acknowledged as part of baseline fiscal impact. |

### *3. Expenditure Assumptions*

- EPS uses per capita costs based on current departmental budgets and service classifications (fixed vs. variable)
- This refinement would provide a more nuanced view of long-term fiscal obligations

**Conclusion**

NHA calculates impact (when adjusting for TOT rate, Hotel ADR and the existing CUP fee of:

| | | |
|---|---|---|
| | | **Project Benefit** |
| $ | 803,900 | GF Revenues |
| $ | 603,200 | FD Expenditures |
| $ | 200,700 | Net Benefit based on EPS Analysis |
| | | |
| | | **Revenue Adjustments** |
| $ | (150,000) | Pick 'N Pull CUP Fee |
| $ | 1,268 | Increase in TOT |
| **$** | **51,968** | **Net Benefit of Project** |

Despite some revenue assumptions that may slightly overstate benefits and cost estimates that may modestly understate future liabilities, the EPS analysis is fundamentally sound.

EPS should revise or annotate the following for transparency:

- Increase TOT rate to 14% and reduce ADR to ~$125
- Re-examine UUT and franchise fee assumptions
- Acknowledge the $150,000/year CUP fee in baseline scenario

# CITY OF NEWARK
## Planning Commission
City Hall, City Council Chambers

37101 Newark Boulevard, Newark, CA 94560 | (510) 578-4330 | E-mail: planning@newark.org


# MINUTES

Wednesday, November 19, 2025
7:00 P.M.

DRAFT

## A. ROLL CALL

Chair Bogisich called the meeting to order at 7:01 pm. All members of the Planning Commission were present: Chair Bogisich, Vice Chair Becker, and Commissioners Aguilar, Fitts, and Dhillon.

## B. MINUTES

### B1. Approval of Minutes of the regular Planning Commission meeting of October 28, 2025.

**MOTION APPROVED**

Chair Bogisich requested a motion. Vice Chair Becker moved, and Commissioner Fitts seconded, to approve the Minutes of the regular Planning Commission meeting on October 28, 2025. **The motion passed unanimously – 5 AYES.**

## C. WRITTEN COMMUNICATIONS

Chair Bogisich then moved on to Item C, Written Communication, and in response, Community Development Director (CDD) Steven Turner explained that several public communications about that evening's public hearing item had been received over the past 24 hours. He noted that copies of the submissions had been placed at the Commissioners' seats and were also available to the public. In addition, he stated that there were no other written communications to share.

## D. ORAL COMMUNICATIONS

*Members of the public are invited to address the Planning Commission 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 Commission from acting on non-agenda items.*

None.

## E. PUBLIC HEARINGS

**E.1. Hearing to consider resolutions recommending that the City Council of the City of Newark approve: (1) Revision of the Area 3 and 4 Specific Plan, (2) Revision of the General Plan land use for a .84 acre portion of project site from Low Density Residential to High Density Residential, (3) Rezone project site from Park to Residential Low Density, (28.37 Acre) and Residential High Density (.84 Acre), (4) Establishing a Planned Development Overlay District, (5) Design Review, (6) Vesting Tentative Map (8517), (7) Alternate Means of Compliance, (8) Density Bonus, and (9) certifying the Final Environmental Impact Report (SCN 2021110436) for the Mowry Village residential subdivision project generally located at 7400 & 7550 Mowry Avenue, consisting of APN's 537-0850-001-11, 537-0850-001-13, and 537-0850-002-00.**

**(RESOLUTIONS)**

Deputy Community Development Director (DCDD) Art Interiano introduced the project, explaining that he would begin with background information and an overview before passing the presentation to the City's environmental consultants for their PowerPoint presentation. He noted that staff would then return to present the entitlement analysis and final recommendation.

He explained that the item before the Commission was the Mowry Village project, submitted by Mowry Project Owner LLC. The proposal includes 196 single-family homes, with 31 units designated as affordable for very low- and low-income households. The project site, located at 7400 and 7550 Mowry Avenue, holds several related entitlements, including General Plan amendments, Specific Plan amendments, a rezoning, a planned development, design review, a vesting tentative map, an alternate means of compliance request, and acceptance of the environmental analysis.

DRAFT

DCDD Interiano described the site as consisting of three parcels at the dead-end of Mowry Avenue, including a 9.5-acre vacant parcel and the existing Pick & Pull auto dismantling yard. The entire project area spans 29.1 acres, with the Pick & Pull site occupying approximately 19 acres. He stated that the business was annexed into the City from Fremont in 1979, after which Newark renewed its business license, and a Conditional Use Permit (CUP) was issued to authorize the use. The CUP remains valid until 2034 or until the completion of the Stevenson overpass related to the Sanctuary West project. Since auto dismantling is no longer allowed under current zoning, the site functions as a legal nonconforming use.

He then provided historical context, noting that this area was one of six identified for future development in the City's 1992 General Plan, referred to at the time as the "General Plan 2007." It was incorporated into a Specific Plan adopted in 2010, which established a development capacity of 1,260 units across Subareas A through D. Subarea A, the Sanctuary project at Cherry and Stevenson, is fully built, while Subareas B and C are part of the approved Sanctuary West project. The Mowry Village site is located within Subarea D. Across all subareas, approximately 405 units remain available within the Specific Plan's capacity.

Regarding land use designations, DCDD Interiano mentioned that the site is currently zoned as Park, while the General Plan designates it as Low Density Residential, creating a conflict between the zoning and the General Plan.

He outlined the proposed development: a 29-acre neighborhood with 196 executive-style homes, including 31 affordable units, 4.89 acres of private open space, and infrastructure upgrades along Mowry Avenue. He summarized the lot and home sizes for the three product types.

- Plan 1: lots about 3,375 sq. ft., homes around 2,274 sq. ft., totaling 69 units.
- Plan 2: lots approximately 3,600 sq. ft., homes around 2,741 sq. ft., totaling 61 units.
- Plan 3: lots roughly 4,000 sq. ft., homes about 2,902 sq. ft., totaling 66 units. Those combine to give the project's total of 196 single-family units.

He then reviewed the proposed improvements to Mowry Avenue, which included a seven-foot sidewalk, a four-foot landscape strip, buffered bike lanes on both sides,

twelve-foot travel lanes, and a landscaped median. He explained that the water main serving the project would run alongside the railroad tracks from the Alameda Flood Control Channel to Mowry Avenue, crossing City-owned property. Because of this easement requirement, the applicant would pay the City $440,000 as part of a proposed agreement. The sewer line would be installed beneath Mowry.

He also discussed previous talks about emergency access during a train derailment or other blockages. Police and fire services could reach the neighborhood via an emergency route starting at Central Avenue, crossing the Cargill operations area, then following the flood control channel and railroad corridor before connecting to Mowry and entering the project site.

Concluding his project overview, DCDD Interiano introduced the City's environmental consultants from Stantec—Principal Planner Anna, along with team members Trevor and Jennifer—and handed the presentation over to them to discuss the CEQA analysis.

Principal Planner Anna Radonich from Stantec presented the environmental analysis for the project. She explained that Stantec prepared the Environmental Impact Report (EIR) for the project and began by describing the purpose of CEQA, the California Environmental Quality Act, which applies because the project requires discretionary approval. She described the EIR as a problem-solving tool designed to inform decision-makers, engage the public, disclose potential impacts, and help mitigate or avoid those impacts whenever possible. She pointed out that the CEQA process offers several opportunities for public input, including a 30-day scoping period after the Notice of Preparation (NOP), a 45-day public review for the Draft EIR, and opportunities for comments during public hearings, such as that evening.

She summarized the EIR process, recalling that the NOP was released in 2021 and included a public scoping meeting. The Draft EIR was circulated for public review in 2023, with a public meeting held in August of that year. She noted a correction on the slide indicating "November 12," clarifying that the evening's hearing was scheduled for November 19, with City Council review set for December 11. She pointed out that each of the orange markers on her PowerPoint timeline represented a point at which the public could provide comments.

Ms. Radonich explained that all resource areas were included in the comprehensive analysis of the EIR, totaling 20, in accordance with Appendix G of the CEQA Guidelines. She summarized the findings, noting that several categories were deemed insignificant, had no impact, and others were less significant with mitigation. One impact, however, remained significant and unavoidable: Transportation, specifically related to Vehicle Miles Traveled (VMT).

She discussed the cumulative analysis, explaining that CEQA requires assessing combined impacts when multiple projects contribute to a similar effect. She stated that, aside from VMT, all cumulative impacts were found to be less than significant for this project; however, VMT remained cumulatively substantial.

Ms. Radonich then described the alternatives analysis. Because the project has a significant, unavoidable impact, CEQA requires the EIR to consider alternatives that could mitigate or reduce that impact. She explained that three alternatives were considered but eliminated from further review: an alternative location, a restoration alternative, and a reduced-size “small project” alternative. Four alternatives were fully analyzed in the Draft EIR: the No Project Alternative, a multifamily residential alternative, a reduced density alternative, and a 100% affordable housing alternative.

She noted that after the public review of the Draft EIR, all comments were compiled and addressed in the Final EIR, which includes both written responses and an errata section documenting revisions made in response to those comments. She summarized the main topics raised in the public comments: wetland preservation and restoration, sea-level rise and flood zone concerns, wildlife habitat, and affordable housing.

During the preparation of the Final EIR, a fifth alternative, the project currently being considered, was added and analyzed: 196 single-family detached units, 30 multifamily units, and one manager’s unit. She clarified that this explains the difference between the 31 units mentioned in the staff report and the more detailed breakdown provided in the EIR.

Ms. Radonich then explained the comparison chart in the Final EIR, which evaluates each alternative against the proposed project across all resource categories and shows whether impacts would be reduced, increased, or stay the same. CEQA also requires identifying an environmentally superior alternative, and she stated that the reduced-

density alternative meets this requirement. Although none of the alternatives would eliminate the significant and unavoidable VMT impact, the reduced-density alternative would meet all project objectives without causing greater impacts than the proposed project. She then wrapped up her presentation.

Following Ms. Radonich's presentation, DCDD Interiano continued the staff report and reviewed the entitlement analysis for the proposed 196-unit project, which includes 31 affordable units. He explained that the General Plan designates the site as Low Density Residential, but the current zoning is Park, requiring a rezoning to align with the plan. He also noted that one General Plan amendment is necessary: a 0.84-acre parcel, known as Parcel H, must be redesignated as High Density Residential to support the affordable housing component, allowing for a development density of 36 dwelling units per acre, which exceeds the current designation's limit.

He summarized the project's findings on General Plan consistency in Resolution A, highlighting three key policies:

- LU 1.1 promotes a balanced mix of uses, enabling residents to live close to workplaces, services, schools, and recreation.
- LU 1.10, which promotes developing vacant and underused sites for their highest and best use; and
- LU 7.1, which encourages residential and recreational development in the Southwest Newark area, including Areas 3 and 4.

Regarding zoning, he stated that the site must be rezoned from Park to Residential Single-Family (RS) with a Planned Development (PD) overlay, and to Residential High Density (RH) for the affordable housing parcel. The PD overlay is needed to align with the Specific Plan, which features smaller lot sizes and different design standards from those of RS zoning. He provided a visual comparison of the current zoning and the proposed changes, emphasizing the affordable parcel located on the lower left of the map.

He stated that the project complies with the Specific Plan's site standards and architectural guidelines, which include one- and two-story homes, varied massing, prominent porches and entries, and efficiently sized lots. He noted that the six proposed architectural styles feature diverse rooflines, street-oriented designs, and recessed garages, all of which align with the plan. He added that the affordable building will be a

three-story farmhouse-style structure, approximately 38 feet tall, with 30 affordable units, one manager's unit, open space, and on-site office space.

DCDD Interiano then discussed the project's eligibility for density bonus concessions and waivers, explaining that providing 15% of the units as affordable allows the developer to request relief from certain development standards. The requested waivers include lot depth, building height, front setback, street side yard, open space, and parking requirements. These reductions are necessary to construct affordable buildings that are consistent with RH zoning and the Specific Plan.

For the affordable housing program, he explained that the developer plans to provide on-site units instead of paying the City's affordable housing impact fee. The 31 deed-restricted units would benefit very low- and low-income households, with restrictions in place for 55 years. He added that the project would include a local preference for Newark residents who live or work in the City, and the affordable housing manager would need to be approved by the City. Importantly, all affordable units must be built simultaneously with the market-rate homes, a requirement reinforced by the project's schedule.

He then summarized the unit mix, which includes one-, two-, and three-bedroom units ranging from 545 to 1,143 square feet. He also referenced estimated rent limits for very low- and low-income households based on current AMI levels. He reiterated that the performance schedule ensures the 31 affordable units are delivered simultaneously with the market-rate units, allowing residents to be housed without delay.

Upon reviewing the subdivision map, he observed that the Vesting Tentative Map would convert the three existing parcels into 197 lots, add private internal roads, and widen the Mowry Avenue right-of-way. The map meets subdivision ordinance requirements. DCDD Interiano then presented Staff's recommendation.

**Staff's recommendation: Staff requests that the Planning Commission recommend approval by the City Council of two resolutions. The first resolution would certify the Final Environmental Impact Report, adopt a Statement of Overriding Considerations, and approve the Mitigation Monitoring and Reporting Program. The second would approve the project entitlements, including the General Plan amendment, Specific Plan amendment, zoning map amendment, Planned Development Overlay District, Design**

**Review, Alternate Means of Compliance, Density Bonus waivers, and the Vesting Tentative Map.**

He concluded by noting that additional written communications had been received as of the previous day and were summarized in a memo provided to the Planning Commission. Additional public comments received earlier that day were distributed on the dais, with copies also available for the public. He stated that staff members were available to answer any questions about the project or the CEQA process.

Chair Bogisich then explained the public comment process, telling members of the public who wanted to speak to submit a speaker card to staff. She then opened the floor to questions or comments from the Planning Commission.

DCDD Interiano noted that the applicant prepared a presentation, which was uploaded and ready to be shown.

Chair Bogisich confirmed the Commission would proceed with the applicant's presentation.

Evan Knapp, a partner at Integral Communities, introduced himself and thanked Staff for their efforts during the five-year planning period. He mentioned that members of his team, including representatives from Helix, CBG, and Magical Bridge, were available to answer any questions. Mr. Knapp outlined the partnership between Integral Communities and Lennar Homes, highlighting their focus on transforming challenging sites into vibrant communities. He pointed out that Lennar, the second-largest homebuilder in the U.S., has extensive experience in developing high-quality neighborhoods. He also emphasized that their joint efforts have resulted in approximately 1,400 homes in Newark, with a total adjusted sales price of $1.5 billion, generating significant tax revenue and fostering well-functioning communities.

Mr. Knapp explained that the project site mainly consists of the existing Pick & Pull auto dismantling yard, with a smaller vacant area, and confirmed that the site is neither a wetland nor habitat for endangered species, as verified by the Army Corps of Engineers. He stated that the company plans to invest $10 million to clean up existing contamination under an approved cleanup order with the Alameda County Water District. He

emphasized that without redevelopment, the site would continue operating as a dismantling yard indefinitely.

He summarized the project as 196 single-family detached market-rate homes, including 31 affordable units, one of which is a manager's unit, and a 3,000-square-foot community meeting room for all residents. All homes would be all-electric, each featuring a two-car garage and driveway. Lot sizes range from 3,300 to 4,000 square feet, offering nine home models across three series to meet various family needs. He pointed out that the affordable building is located on the lower-left parcel of the site, closest to the Silliman Center and public transportation, and it blends seamlessly into the community through consistent street and park improvements.

Mr. Knapp highlighted the project's partnership with the Magical Bridge Foundation to provide housing and amenities for residents with intellectual and developmental disabilities, a first in Newark. He described "Max's Option," a flexible space in the homes that can serve as a sensory room or a separate unit with a kitchenette and private entrance, designed to allow residents to age in place.

He also assessed the project's financial benefits, including approximately $7 million from park fees, an additional $1.3 million in voluntary community contributions, annual property tax revenue of $645,000 with a net positive fiscal impact of $333,000, and an estimated $166,000 in extra retail spending. School impact fees are expected to total $3 million, supporting local businesses.

Addressing community concerns, Mr. Knapp stated that the site is not at risk from sea level rise, referencing a recent City study. The project would raise Mowry Avenue by 1–3 feet and the site by 2 feet. It would also upgrade the railroad crossing to meet CPUC standards, improve connectivity, and create multiple emergency vehicle access routes.

He dismissed additional misconceptions by clarifying that the site is not a wetland, contains no endangered species, and that its redevelopment offers an opportunity to clean up the polluted property, which the current operator is not required to remediate.

Mr. Knapp concluded by summarizing the extensive community engagement that has taken place since 2020, including meetings with over 50 stakeholders, outreach to 200 community groups, open houses, and the creation of a project website. He highlighted

that between 2023 and 2025, the focus was on refining the project to address community feedback and adding unique amenities. He concluded his presentation with a quote from Governor Gavin Newsom about the importance of affordable local housing and introduced Vince Fletcher to continue the presentation.

Vince Fletcher, also a project partner, presented a video showing the current conditions at the Pick & Pull site. He described the site as an auto junkyard with over 2,000 vehicles at any given time and emphasized that it is a damaged area with the potential to become a vibrant residential community. He clarified that the site is not a wetland, noting that the soil is thick clay and that the property was used for farming from the early 1900s until the 1960s, before being converted into an auto dismantling yard for the past 55 years.

Mr. Fletcher explained that the site contains contaminants from automotive fluids, including benzene, diesel, oil, brake fluid, transmission fluid, and antifreeze, and that the estimated cleanup cost is between $7 million and $10 million. He noted that existing detention basins are man-made and maintained to filter impurities and heavy metals from the yard, and that these basins would be reconfigured to serve as storm drain detention basins to meet the project's C3 stormwater requirements.

He also discussed issues on Mowry Avenue, which currently faces illegal dumping of trash and soil that intrudes into travel lanes. The project plans to widen the roadway to 54 feet curb-to-curb, and upgrade the railroad crossing with larger crossing arms and pedestrian gates. Mr. Fletcher described the train traffic at the crossing as consisting of seven to twelve cars moving quickly at a time. He also mentioned that, even if Mowry Avenue is blocked, there are alternative routes available via a dirt road to Stevenson or through a City flood control easement along the Cargill property, both about one mile from the site.

He concluded by reiterating that the project represents a significant opportunity to convert a deteriorated area into a community asset and offered to answer any questions from the Planning Commission.

After the presentations, Chair Bogisich requested clarification about the remediation of contaminated soil.

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Vince Fletcher explained that the top 18 inches of soil would be removed from the Pick & Pull site and taken offsite, and that the existing detention basins would be excavated and reconfigured as stormwater detention basins to meet residential standards.

Vice Chair Becker asked about neighboring properties, including the Cargill salt ponds.

Mr. Fletcher clarified that the project only includes property owned by Pick & Pull. Later, Mr. Evan Knapp confirmed that the Cargill site is an agricultural mining operation, not a wetland.

Commissioner Aguilar asked about the contamination cleanup process and oversight.

Mr. Fletcher described ongoing soil testing under the supervision of the Alameda County Water District (ACWD), with continuous monitoring to ensure compliance with residential standards.

DCDD Interiano added that the City participates in the process after ACWD and the Regional Water Board approve it, allowing building permits and grading to proceed.

Commissioner Fitts inquired about Lennar's past experience with redeveloping contaminated sites.

Mr. Knapp confirmed that Lennar successfully remediated a clay manufacturing site as part of the Dumbarton TOD project, implementing cleanup under an approved order and then developing housing, noting that densities there were higher than those proposed at Mowry Village.

Commissioner Dhillon requested clarification about emergency vehicle access, especially concerning the Central Avenue and Stevenson ramps.

Mr. Knapp explained that the primary emergency access route is Mowry Avenue, which the Alameda County Fire Department has approved. The second and third emergency routes pass through the Cargill property and cross Stevenson via the Sanctuary West project, depending on when the overpass is built. He confirmed that Mowry Village will have two entrances from Mowry Avenue.

Chair Bogisich and the Commissioners had no further questions at that time. She then thanked the Commission for their questions and Evan Knapp for the presentation. Chair

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Bogisich then opened the floor to public comments, noting that nineteen members of the public were signed up to speak. She explained that each speaker would have three minutes and that she would call three people at a time, with the final group consisting of four speakers. She then began calling the participants.

**Kelly Stough**, Vice President of Land Development for Lennar in the Bay Area, expressed her gratitude to Staff for their help in reaching this stage of the project and shared her enthusiasm for developing another vibrant community in Newark. She emphasized her decade of experience in the City, including work on the Dumbarton TOD, and praised the collaborative efforts that have led to thriving neighborhoods.

**Peter Hellmann**, a home builder and developer from Walnut Creek with nearly fifty years of experience, highlighted the opportunity to transform the contaminated Pick & Pull site into 196 single-family homes. He pointed out that such housing options are becoming increasingly rare in the Bay Area and praised the inclusion of 30 affordable units for very low- and low-income households. Mr. Hellmann urged the Commission to approve the project, viewing it as a significant step toward meeting the region's housing needs.

**Louis Mirante**, Senior Vice President of Public Policy for the Bay Area Council, spoke in support of the project on behalf of the Council, citing the region's serious housing shortage. He highlighted the project's potential to help Newark meet its RHNA requirements and ease price pressures in the local housing market. Mr. Mirante emphasized that the project would create new opportunities for homeownership, especially for first-time buyers, and align with state and regional affordability goals.

**Chintan Shah**, a Newark resident since 2016, spoke against the project. He expressed concerns about traffic impacts, noting that the development would add over 2,000 daily trips, worsening congestion at the Mowry-Cedar intersection and nearby streets. He pointed out safety hazards for children and pedestrians, mentioning speeding issues that have already been documented on nearby streets. Mr. Shah urged the Commission to oppose the project, stressing that the community could not handle the additional traffic.

**Stephen Cassidy**, President of the Newark Chamber of Commerce, spoke in support of the project. Representing the Chamber's board of directors, he emphasized the benefits of redeveloping the existing auto dismantler, remediating contaminated soil, and providing new housing. Mr. Cassidy highlighted the project's potential to boost the local

economy, improve infrastructure, expand affordable and market-rate housing, and help Newark meet its RHNA goals, while also fostering long-term economic growth and increasing property values.

**Cheryl Patel**, speaking on behalf of Baykeeper, expressed opposition due to environmental and public health concerns. She pointed out the dangers of methane and hydrogen sulfide gases from petroleum contamination at the Pick & Pull site, especially when mixed with groundwater and flooding. Ms. Patel emphasized that even with cleanup efforts, residual contaminants could still pose a threat to future residents, and she urged the Commission to reconsider approving the Final Environmental Impact Report in its current form.

**Liz Ames**, a board director experienced in regional housing and transit planning, spoke out against the proposal. She expressed concerns that the development was too low-density and not aligned with transit objectives, arguing that high-density housing should be located near train stations and major bus corridors. Ms. Ames also emphasized the risks of sea level rise, storm surges, and flooding, urging the Commission to preserve the area as a wetland to absorb future water impacts and advising against development in vulnerable shoreline zones.

**Olenka Villareal**, founder of the Magical Bridge Foundation, voiced strong support for the project. She highlighted the benefits of replacing the contaminated Pick & Pull site with clean, modern housing, including 196 family homes and 31 affordable units. Ms. Villareal emphasized the innovative “Max’s Option” homes for residents with intellectual and developmental disabilities, as well as the construction of a fully inclusive Magical Bridge playground. She noted that the environmental review identified only one unavoidable impact related to traffic and emphasized that the main environmental benefit was the remediation of a long-polluting site.

**Nick Valencia**, a lifelong Newark resident, also backed the project. He shared his personal experience of living and working in Newark and the challenges younger residents face in affording homes in the area. Mr. Valencia highlighted the importance of keeping local talent, reducing commuting, and supporting the City’s middle-class population. He praised the developers for their track record and dedication to the community, expressing

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optimism that the project would strengthen neighborhood unity and provide quality housing for future residents.

**Dixie Lira Baus**, Real Estate Director at Eden Housing, expressed her support. She highlighted her organization's experience in developing affordable housing and emphasized the importance of incorporating affordable units into market-rate communities. Ms. Baus noted that she has collaborated closely with Integral Communities on best practices for community integration and site placement, ensuring access to city services and supporting housing for individuals with intellectual disabilities. She shared her enthusiasm for participating in the Mowry Village project and providing vital affordable housing solutions.

**Precious Sumagaysay**, a student at Newark Memorial High School, spoke out against the project. She shared her personal connection to the local open spaces and voiced concerns about potential flash flooding and environmental impacts. Representing her peers in the Newark Memorial Environment Club, she highlighted that the youth of Newark feel their safety and future are at risk. Ms. Sumagaysay urged the Commission to prioritize protections against pollution and flooding, and to consider the long-term effects of the development on the community.

**Nicolas Melendez**, a student at Newark Memorial High School and secretary of the school's Environmental Club, spoke out against the project. He voiced serious concerns about Newark's marshland, highlighting the potential impacts on local wildlife, flooding, and the release of harmful chemicals if the development were to proceed. Mr. Melendez stressed that he and his fellow students are actively working to protect their community and urged the Commission to reconsider the project for the sake of Newark's environmental future.

**Yoo-Yoo Yeh**, a Newark resident for ten years and local organizer for Urban Forest Friends, spoke against the project. She argued that, although housing is needed, Mowry Village is not the right location because of unsafe roads and flooding risks. She suggested that the Newpark Place development would be a safer and more appropriate alternative for new housing.

**Laura Walsh**, policy manager at the nonprofit Save the Bay, also opposed the project. Drawing on her experience with sea level rise and wetland restoration, she noted that the

site is highly vulnerable to flooding and that building there could create an island effect, potentially pushing water into nearby neighborhoods. She emphasized that the site presents a rare opportunity for wetland restoration, which could help protect the City from tidal energy and floodwaters. She noted that remediation could occur without new development.

**Raul Penaloza**, vice president of the Newark Memorial High School Environment Club, spoke on behalf of his club and their "Save Newark's Wetlands" campaign. He described the club's extensive advocacy efforts, including petitions, social media outreach, and educational events. He emphasized the importance of protecting Newark's tidal marshes for future generations and urged the Commission to reconsider the project to preserve the City's environmental legacy.

**Victorina Arvelo**, representing Greenbelt Alliance, spoke out against the project, emphasizing that it does not qualify as true infill development. She highlighted the environmental risks, including flooding, toxic chemicals, and potential damage to critical infrastructure, noting that the site is expected to be semi-permanently flooded within 25 years. She urged the Commission to prioritize long-term resilience and equity for residents instead of creating future liabilities.

**Jana Sokale**, a longtime Newark resident and member of the Citizens Committee to Complete the Refuge, also opposed the project. She emphasized the vulnerability of Newark homes to sea level rise and storm surge, stressing that the site could be restored and used for carbon sequestration instead of new housing. She called on the Commission to honor prior commitments to open space and protect the City's environmental future.

**Ahmer Khan**, a board member of the Newark Chamber of Commerce and an environmentalist, supported the project. He argued that the site is a contaminated dump and that building housing there would provide affordable, centrally located homes. While acknowledging potential long-term sea level rise, he expressed confidence in technological solutions and emphasized the need for housing and local employment opportunities.

**Francis Mendoza**, a naturalist and vice chair of the East Bay Regional Park District Park Advisory Committee, opposed the project. He highlighted the site's historical and ecological significance, including its wetlands, endangered species, and migratory birds.

He criticized claims that the area isn't prone to flooding and raised concerns about limited emergency access and potential environmental hazards, noting that other locations are available for housing development.

Chair Bogisich thanked the community members for attending and sharing their views, noting it was encouraging to see active participation, whether in support of or in opposition to the project. She then closed the public comment period and returned the discussion to the Commission for questions or comments.

Commissioner Aguilar inquired about the affordable housing component, noting that the project includes 30 to 31 units, with one being a manager's unit. He asked what steps the City takes to ensure the developer follows through, especially if the builder fails to construct the affordable housing.

Michael Coulom, Housing Policy & Program Manager, stated that Exhibit E of the Affordable Housing Agreement outlines a schedule of performance tied to the overall development milestones. He clarified that if the developer fails to deliver the affordable housing, the City has the right to intervene and collect not only the housing impact fee but also an additional $3.5 million, beginning with the issuance of the 75th market-rate building permit. This amount, along with the impact fee, is intended to fund 30 affordable housing units elsewhere and compensate the City for lost opportunity costs.

Commissioner Aguilar acknowledged this mechanism as a positive incentive, emphasizing that it marks a shift from the historic practice of paying in-lieu fees and guarantees that affordable units are delivered alongside market-rate homes.

Chair Bogisich then invited the Commission to ask some additional questions.

Vice Chair Becker asked Staff for clarification about the Planning Commission's duty to review the Environmental Impact Report (EIR) for the project.

CDD Steven Turner confirmed that the Commission's role is to assess whether the EIR meets the necessary criteria and to recommend actions to the City Council, which has the final authority. This includes evaluating the certification of the EIR and adopting a statement of overriding considerations.

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Vice Chair Becker then shared his reflections. He noted the complexity and uncertainty surrounding sea level rise projections but emphasized that his evaluation would be based on the materials presented to the Commission. He praised the civility of the public discussion and thanked all speakers for sharing their views.

Vice Chair Becker discussed his long-term involvement with the project, noting that staff and developer collaboration addressed many of his initial concerns. He highlighted specific elements such as the inclusion of affordable housing, improvements to roads and bike lanes, cleanup of the Pick & Pull site, the potential for a quiet zone at the railroad crossing, and emergency access upgrades. He also praised the addition of Magical Bridge Park, which offers inclusive play options for children with special needs.

Vice Chair Becker emphasized the thoroughness of the EIR and the extensive public outreach over the past four years, acknowledging the efforts of both the consulting firm and the developer in addressing community concerns. He concluded by stating that, after reviewing the project details and public input, he would support the project.

Commissioner Fitts expressed support for the project, noting a connection to the successful redevelopment in West Newark, where a toxic industrial site was cleaned up and turned into homes. He pointed out that the Mowry Village site, now a long-standing auto wrecking yard, offers a similar opportunity for cleanup and provides much-needed housing, including affordable units. Commissioner Fitts mentioned that most previous concerns, such as emergency access, had been addressed, and he reaffirmed his support.

Commissioner Aguilar expressed appreciation for public participation, especially from students at Newark Memorial High School. He acknowledged concerns raised about wetlands, sea level rise, and traffic, noting that these issues have been considered throughout the review process. Commissioner Aguilar emphasized that the project aligns with the City's General Plan, replaces an auto dismantling yard, and provides multiple infrastructure improvements, including road widening, sidewalks, bike lanes, and pedestrian access. He also highlighted enhancements to the railroad crossing, which could potentially create a quiet zone. Considering the affordable housing provisions and ongoing environmental oversight, Commissioner Aguilar concluded that the project offers a reasonable path forward and expressed his support.

**Motion:** Chair Bogisich called for a motion to recommend that the City Council approve Item E1 for Mowry Village. Vice Chair Becker moved to approve both resolutions as outlined in the staff report. Commissioner Aguilar sought clarification, asking if the motion included both the CEQA document and the resolutions. Vice Chair Becker confirmed that the motion included Resolution A and Resolution B. Commissioner Aguilar seconded the motion. **The motion passed unanimously – 5 AYES.**

## F. STAFF REPORTS

None

## G. COMMISSION MATTERS

*G.1 Report on City Council actions.*

CDD Turner thanked the Commissioners and reported that there were no specific items to discuss at that time. He mentioned, however, that he would send a report to the Planning Commissioners later in the week regarding the City Council's recent adoption of new strategic objectives for the upcoming year. He highlighted that the objectives reflect the Council's priorities for the community, including affordable housing, financial stability, and recreation opportunities. CDD Turner emphasized that the report would provide valuable guidance to both Staff and the community about the Council's future direction. He concluded by noting that there was nothing else to report.

## H. PLANNING COMMISSIONER COMMENTS

Chair Bogisich shared upcoming community event announcements. She mentioned that on Saturday, November 29, there will be an event supporting local small businesses at the Civic Center Plaza in the Library Community Room, with free refreshments and family activities. She also reminded attendees about the annual tree lighting scheduled for December 5 from 5:30 to 7:30 p.m., which will feature crafts, hot cocoa, a toy drive, and the tree lighting ceremony at 7:00 p.m.

## I. ADJOURNMENT

Chair Bogisich adjourned the meeting at 9:05 p.m.

# STAFF REPORT

Item F. 1.

| | |
|---|---|
| **DATE** | 12/11/2025 |
| **TO** | Honorable Mayor and City Council Members |
| **FROM** | Jessennia Taimani, Recreation and Community Services Supervisor I |
| **SUBJECT** | Waive full reading and introduce by title only an ordinance adding Chapter 12.36, Art in Public Places and Private Development, and an ordinance adding Chapter 2.14, Public Art Committee, to the Newark Municipal Code; and adopt a resolution adopting the Public Art Guidelines to Implement Chapter 12.36, "Public Art In Public Places and Private Development" |

## SUMMARY AND RECOMMENDATION

Staff has incorporated City Council direction from the October 23, 2025, meeting into the proposed ordinances adding Chapter 12.36, Art in Public Places and Private Development, and Chapter 2.14, Public Art Committee to the Newark Municipal Code. The revisions address affordable housing flexibility, committee composition, and student member terms. Staff recommends that the City Council waive the full reading and introduce by title only the proposed ordinances adding Chapter 12.36, Art in Public Places and Private Development, to Title 12 of the Newark Municipal Code and Chapter 2.14, Public Art Committee, to Title 2 of the Newark Municipal Code.

## BACKGROUND

On October 23, 2025, staff presented proposed ordinances to the City Council to support the implementation of the City's updated Public Art Master Plan adopted in June 2024 (see attached staff report). The presentation included two new chapters to the Newark Municipal Code:

- Chapter 12.36, Art in Public Places and Private Development, establishes updated requirements for public art contributions associated with private development; and
- Chapter 2.14, Public Art Committee, establishes the structure, duties, and appointment process for a new advisory body to guide implementation of the program.

At that meeting, the City Council considered the proposed ordinances and directed staff to return with revisions. Specifically, the Council requested that staff:

- Provide additional flexibility for developments that include affordable housing;
- Establish a limited term for the high school student representative on the Public

Art Committee;
- Explore expanding the Committee from five to seven members;
- Include the mentioned letter of support from the Newark Chamber of Commerce; and
- Provide guidelines for implementing the Art in Public Places and Private Development program.

Since the October 23, 2025, presentation, staff have reviewed the City Council's feedback, coordinated with various City staff and departments, and incorporated the requested changes into both proposed chapters. The proposed ordinances have been revised and are now being returned to the City Council for reintroduction and consideration.

## DISCUSSION/ANALYSIS

Following City Council direction, staff have incorporated the requested revisions into the proposed ordinances, as outlined below. Revised ordinances are attached including versions with redlines showing relevant updates.

### Affordable Housing Exemption:

At the October 23 meeting, the City Council requested modifications to the proposed ordinance to expand flexibility for affordable housing projects under Chapter 12.36. In response, the proposed ordinance now clarifies that the exemption applies to the portion of a residential project that consists of dwelling units that are restricted to very low, low or moderate income households. This change reflects the Council's direction to support the development of affordable housing while maintaining the public art requirement for the market-rate components of projects.

### Limited Term for High School Committee Members:

The proposed ordinance now establishes a Newark Memorial High School Committee Member designated as an advisory non-voting member serving a one-year term, with eligibility for reappointment subject to Mayoral appointment and City Council confirmation. This position would not be required for the Committee to reach quorum. Although non-voting, the student representative will receive all meeting materials and actively participate in discussions, ensuring continued youth engagement in the City's public art program. This structure acknowledges the changing availability and priorities of high school students while creating an ongoing pipeline of student voices and perspectives within the committee's work.

### Committee Composition of 5 Voting Members plus 1 Non-Voting Student Member:

Revisions to Chapter 2.14 now establish a five-member committee and one advisory non-voting member of the committee that must be a Newark Memorial High School student representative. The five voting positions may be filled by individuals representing arts-focused nonprofit organizations, art curators, public art or design professionals, art educators, or community members with an interest in the arts. This structure balances diverse expertise and community representation while maintaining clear quorum requirements and manageable meeting operations. Consideration was given to expanding the committee to seven members. While this could be accommodated, staff have observed in other committees that larger bodies can create

scheduling challenges due to broader availability conflicts. This has, at times, resulted in difficulty reaching quorum and delays in conducting business. For these reasons, staff recommend maintaining a five-member voting body with a separate non-voting advisory student member, as this structure is more manageable and supports consistent meeting attendance.

**Letter of Support from the Newark Chamber of Commerce:**
On October 21, 2025, Stephen Cassidy, CEO of the Newark Chamber of Commerce, submitted a letter on behalf of the Chamber's Board of Directors expressing full support for the proposed ordinances. The Chamber highlighted the benefits of the "1% for Art" program in enriching Newark's cultural identity and enhancing the quality of public spaces. In response to the City Council's request, this letter has been included as an attachment to the staff report.

**Implementation Guidelines for Art in Public Places and Private Development:**
In response to the City Council's request for greater clarity regarding program implementation, staff have developed Guidelines for Art in Public Places and Private Development. These guidelines outline the process, standards, and expectations for both on-site public art installations and in-lieu fee contributions. These guidelines will serve as an administrative tool to support ordinance implementation and will be updated periodically as best practices evolve. The guidelines have been included as Exhibit A to the resolution attached to this staff report. Also attached is a sample Art in Public Places and Private Development Application Form, which applicants will use in either paper or electronic form to notify the City of their proposed selection.

**Chapter 12.36, Public Art in Public Places and Private Development Ordinance:**
Updates were made to the ordinance based on City Council feedback regarding affordable housing, along with other minor edits, as shown in the attached redlined Chapter 12.36, Public Art in Public Places and Private Development Ordinance.

**Chapter 2.14, Public Art Committee Ordinance:**
Updates were made to the ordinance based on City Council feedback regarding the student term and committee composition, along with other minor edits, as shown in the attached redlined Chapter 2.14, Public Art Committee Ordinance. Meeting frequency was also revised to reflect a minimum of two meetings per year rather than a maximum of once per month. This revised language supports the committee meeting more frequently than twice per year and also acknowledges it could potentially meet more than once per month in order to meet process timeframes established in the proposed guidelines.

## FISCAL IMPACT

There is no fiscal impact associated with this action. Costs associated with implementation of the Public Art Program will be limited to the amount of in lieu contributions collected per the new ordinance and the current Art in Public Places fund balance. As required, appropriations will be brought to the City Council for approval as individual projects are defined.

## REVIEW AND APPROVAL

Prepared by - Jessennia Taimani, Recreation and Community Services Supervisor I
Prepared by - Nicholas Cuevas, Recreation and Community Services Director
Reviewed by - Lenka Hovorka, Assistant City Manager
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

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### Attachments

Newark Chamber of Commerce Letter of Support

Resolution for Public Art Guidelines

Exhibit A - Guidelines for Implementation of Art in Public Places and Private Development Ordinance

Sample Application Form - Art in Public Places and Private Development

Ordinance - Chapter 2.14 Public Art Committee

Redline Reference Chapter 2.14 Public Art Committee

Ordinance - Chapter 12.36 Art in Public Places

Redline Reference Chapter 12.36 Art in Public Places

Presentation - Public Art Master Plan Revised Ordinance Introductions

October 23, 2025 City Council Meeting Staff Report

NEWARK
CHAMBER OF COMMERCE

October 21, 2025

Hon. Michael K. Hannon & City Council
City of Newark
37101 Newark Blvd
Newark, CA 94560

Via Email

**Subject: Support for Arts Ordinances**

Dear Mayor Hannon and City Council members,

On behalf of the Board of Directors of the Newark Chamber of Commerce, I am pleased to express the Chamber's full support for the proposed ordinances adding Chapter 12.36, Art in Public Places and Private Development, and Chapter 2.14, Public Art Committee, to the Newark Municipal Code (Item F.2 on the October 23, 2025, City Council agenda).

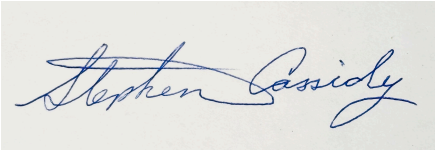
The Chamber appreciates the opportunity provided by City staff to review and discuss the proposed "1% for the Arts" program in advance of Thursday's meeting. This outreach allowed the Chamber Board to carefully consider and unanimously endorse the initiative.

The Newark Chamber of Commerce strongly supports the continued investment in public art throughout our community. Public art enriches civic life—fostering community pride, encouraging creativity, and helping to define Newark's distinct identity within the Tri-City area.

Vibrant public art installations enhance the sense of place, celebrate Newark's cultural diversity, and make our city more welcoming to residents, businesses, and visitors alike.

Expanding public art is an important step toward improving the quality of life in Newark and strengthening our local economy.

Very Truly Yours,



Stephen Cassidy
President/Chief Executive Officer
Newark Chamber of Commerce

E: stephen@newark-chamber.com
M: 510-414-2145
O: 510-578-4500

Newark Chamber of Commerce
Mailing Address:
34972 Newark Blvd., No. 322.
Newark, CA 94560
www.newark-chamber.com

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ADOPTING THE PUBLIC ART GUIDELINES TO IMPLEMENT CHAPTER 12.36, "PUBLIC ART IN PUBLIC PLACES AND PRIVATE DEVELOPMENT"

WHEREAS, in 2024 the City Council adopted the Public Art Master Plan to guide the development, administration, and long-term stewardship of a vibrant and inspiring public art program in the City of Newark; and

WHEREAS, staff presented the proposed ordinance to the City Council on October 23, 2025, outlining requirements for qualifying private development projects to either install on-site public art or contribute to the Art in Public Places Fund to ensure public art is provided and maintained throughout the community; and

WHEREAS, implementation of these requirements necessitates clear, consistent, and transparent administrative procedures for applicants, staff, and the Public Art Committee; and

WHEREAS, the "Public Art in Public Places and Private Development Guidelines" establish these procedures, including determining applicability, identifying compliance options, submitting and reviewing Public Art Plans, and defining installation, documentation, and other responsibilities consistent with the Public Art Master Plan, including steps for appeals of the Public Art Committee decisions to City Council; and

WHEREAS, adoption of the Guidelines provides a uniform framework for administering Newark Municipal Code Chapter 12.36.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby adopts the "Public Art in Public Places and Private Development Guidelines," attached hereto as Exhibit A, as the administrative procedures for carrying out the requirements of Chapter 12.36.

BE IT FURTHER RESOLVED that the City Manager, or designee, is authorized to administer the Guidelines and make non-substantive updates as needed to maintain consistency with Chapter 12.36, the Public Art Master Plan, and standard administrative practices.

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

## EXHIBIT A

## GUIDELINES FOR IMPLEMENTATION OF ART IN PUBLIC PLACES AND PRIVATE DEVELOPMENT ORDINANCE

### I. INTRODUCTION

Newark Municipal Code, Chapter 12.36, Art in Public Places and Private Development requires that eligible projects include public art with a minimum value of 1% of the construction cost or pay an in-lieu contribution of 1% to the City's Art in Public Places Fund. This requirement supports the City's vision that all residents and visitors in Newark experience public art as part of their daily lives, throughout all neighborhoods, celebrating the City's history, people, natural environment, and culture.

### II. PURPOSE OF GUIDELINES

The purpose of these Guidelines is to set forth the specific requirements for the production of public art pursuant to Chapter 12.36. In general, these Guidelines:

A. Outline the process for determining applicability and selecting a compliance method under Chapter 12.36;
B. Provide clear direction for the preparation, review, and approval of Public Art Plans;
C. Ensure the efficient and consistent application of public art requirements;
D. Support opportunities for qualified artists to contribute to Newark's built environment;
E. Ensure that artwork is designed, constructed, and installed in a manner that meets professional standards and is suitable for long-term maintenance; and
F. Promote the placement of public art in locations that are publicly visible, accessible, and distributed equitably throughout the City.

### III. DEFINITIONS

For the purposes of these Guidelines and consistent with Chapter 12.36, the following terms shall have the meanings set forth below:

A. "Applicant" means any individual, firm, partnership, association, joint venture, corporation, or other entity that applies for a planning permit or building permit for a project subject to the Art in Public Places and Private Development Ordinance.
B. "Art in Public Places Fund" means a dedicated City fund established to receive in-lieu contributions made pursuant to Chapter 12.36. Monies in the Fund shall be used solely for the acquisition, fabrication, installation, and maintenance of public art, and for program administration.
C. "Artist" means a practitioner of the creative arts, generally recognized as such by critics and peers, with a body of work that may include commissions, exhibitions, sales, publications, and collections. For the purposes of these guidelines, "artist" shall not include: (i) persons primarily working in the professional fields of architecture, engineering, design or landscaping; (ii) an employee or relative of the development project architect, landscape architect, engineer or project manager; (iii) any person with a business interest in the development project or with respect to individuals or entities serving as project architects, landscape architects, engineers or project managers; or (iv) a relative of or anyone with a financial interest with respect to an individual or entity serving on an art selection panel for the development project.
D. "Artwork" means an original creation by an Artist that is permanently affixed to a publicly accessible location and aligns with the goals of the Public Art Masterplan. Artwork may include, but is not limited to, sculpture, painting, mural, mosaic, relief, bas-relief, glasswork, or integrated design elements approved as public art. Functional design features whose primary purpose is utilitarian (e.g., benches, lighting, signage) do not qualify unless designed by an artist as a distinct artwork.

E. "Construction Valuation" means the total value of all construction work, including labor and materials, as determined by the City's Building Official for the purpose of calculating building permit fees. Valuation will be determined during the building permit submittal process to ensure an accurate valuation for the 1% public art requirement.

F. "In-Lieu Contribution" means the payment of an amount equal to one percent (1%) of the total construction valuation, submitted to the City in place of providing artwork on-site.

G. "Alterations or Tenant Improvement" means any non-residential rehabilitation, renovation, remodeling, or improvement of an existing building that requires the issuance of a building permit by the City of Newark with a construction valuation of $500,000 or greater.

H. "Public Art Committee" means the committee appointed by the Mayor and confirmed by City Council pursuant to Chapter 2.14 of the Newark Municipal Code.

I. "Publicly Accessible Location" means an area that is visible and accessible to the general public without restriction during regular business or daylight hours, such as building entries, plazas, courtyards, or other exterior spaces.

J. "Public Art Staff" means City staff designated to administer the Art in Public Places and Private Development Program.

K. "Public Art Plaque" means a well-integrated interpretive element that identifies the artwork and artist, provides program or artwork context, and enhances public engagement. Additional requirements can be found in Chapter 12.36.060, On-Site Public Art, Item G.

**IV. APPLICABILITY**

The provisions of Chapter 12.36 apply to all construction or alteration except as set forth below.

a. This Chapter does not apply to residential alterations.

b. This Chapter does not apply to residential projects in which one hundred percent (100%) of the dwelling units are restricted to very low, low, or moderate income households (as defined in this Code) or the portion of a market-rate project designated for affordable housing.

c. This Chapter does not apply to alterations with a construction cost of less than five hundred thousand dollars ($500,000.00).

d. This Chapter does not apply to projects that have received entitlements or been deemed complete by written notification from City staff prior to the effective date of this ordinance. If this Chapter does not apply to a project for these reasons, such project must comply with City Council Resolution No. 6582.

**V. APPLICATION AND REVIEW**

If the proposed project is subject to the Art in Public Places and Private Development Ordinance, the applicant shall complete and submit the Art in Public Places and Private Development Application Form (or equivalent electronic submission) concurrently with the planning applic**atio**n to the City. Tenant improvements that do not require a Planning Permit shall identify their method of compliance with Chapter 12.36 at the time of Building Permit application submittal. This form requires the applicant to indicate the selected method of compliance, either:

A. Installation of on-site public art equal to one percent (1%) of the total construction valuation, or

B. In-Lieu Contribution equal to one percent (1%) of the total construction valuation.

Staff will review the Art in Public Places and Private Development Application Form for completeness and confirm applicability under Chapter 12.36. A copy of the application will be provided to Public Art Staff, who will guide applicants selecting Option A above through the process of submitting and receiving approval of the Public Art Plan.

**VI. APPLICANT COORDINATION MEETING**

Within three (3) business days of receiving the application, Public Art staff will contact the applicant to confirm receipt, acknowledge the selected method for fulfilling the public art requirement, and offer an optional coordination meeting to provide additional guidance.

**When providing on-site public art:**

The meeting will review the requirements of Chapter 12.36, including applicable procedures, timelines, and submittal standards.

**When providing in-lieu contribution:**

The meeting will review the requirements of providing the In-Lieu contribution prior to the issuance of the Certificate of Occupancy, as per Chapter 12.36.070.B.

**VII. PUBLIC ART REVIEW PROCESS**

The public art review process is structured into three (3) sequential steps:

1. **Art in Public Places and Private Development Application Submittal**
   At the time of application submittal, the applicant shall identify the general location intended for the public artwork on the proposed plans included in the planning application. For tenant improvements that do not require Planning review, the applicant shall identify the intended public art location on the plans submitted with the Building Permit application. This preliminary identification ensures that an appropriate and publicly visible space is reserved for future installation. Art selection and design details are not required at this stage.

2. **Public Art Plan Submittal**
   Following planning (or building permit, as applicable) permit approval, the applicant shall initiate working with a qualified artist and develop a Public Art Plan. The Public Art Plan must be submitted to the Public Art Staff prior to the issuance of the Building Permit to ensure the proposed artwork meets the requirements of Chapter 12.36 and the Guidelines.

   Public Art Plan submittals to Public Art Staff should be provided in an easily accessible format, such as a PDF, and submitted electronically through the permit portal. Additional submittal details will be shared with applicants during the application coordination meeting process.

   **The Public Art Plan shall include the following items to be considered a complete submittal:**
   1. Artist qualifications and contact information;
   2. A description and visual representation of the proposed artwork;
   3. Site plan showing artwork placement;
   4. A cost breakdown;
   5. An installation schedule; and
   6. A maintenance and conservation plan.

The applicant is responsible for ensuring that all information submitted with the Public Art Plan is complete and accurate to the best of their knowledge. Any missing or incomplete information may delay the overall review process.

3. **Review and Approval**
   Each Public Art Plan must be approved by the City's Public Art Committee. The Committee will review and evaluate the plan for completeness and compliance with Chapter 12.36 and the Public Art Master Plan, and approve or deny the plan at a public meeting within twenty (20) business days of complete submittal. The applicant or a representative is required to attend the public meeting.

   Approvals are contingent upon submittal of written proof of an executed contractual agreement to commission or purchase and install approved artwork on the development site within 60 days or prior to the building sign-off, whichever comes first.

   Information on new projects subject to review, approval, and appeal will be posted on the City website.

## VIII. PUBLIC ART COMMITTEE DECISION APPEALS PROCESS

The following process shall be followed for any appeal regarding a decision to approve or deny a Public Art Plan by the Public Art Committee.

Appeals may be filed by the applicant, by the owner of the subject property, or by any other person aggrieved by a decision related to the selected artwork, selected artist, or approved site location. Appeals of the Public Art Committee decisions must be submitted to the City Council by writing to the City Clerk within fourteen (14) calendar days of the date of the decision. In the event an appeal period ends on a Saturday, Sunday, or any other day the city is closed, the appeal period shall end at the close of business on the next consecutive business day. The appeal shall identify the decision being appealed and shall clearly and concisely state the reasons for the appeal. The appeal shall be accompanied by the required fee as listed in the City of Newark's Master Fee Schedule.

The timely filing of an appeal shall stay all proceedings in the matter appealed, including, but not limited to, the issuance of city permits. The appeal for consideration (hearing) by the City Council shall be scheduled within forty-five days of the date the appeal is filed. Notice of the hearing shall be given to the applicant and party filing the appeal and any other interested person who has filed with the city clerk a written request for such notice. When reviewing any decision on appeal, the City Council shall use the same standards for decision-making required for the original decision. The City Council may affirm, reverse, modify, or remand the decision to the Public Art Committee for further consideration. An action to grant an appeal requires a majority vote of the City Council. The City Council's decision is final.

Following the appeals process, regardless of the outcome, Public Art staff will contact the applicant to inform them of the City Council's decision and outline any steps required to comply with that decision related to the installation of public art.

## VIX. Completion of Implementation of Art in Public Places and Private Development Requirements

An applicant shall be deemed to have satisfied all public art requirements for their project upon completion of the following:

**Applicant providing an In-Lieu Contribution equal to one percent (1%) of the total construction valuation:**

The requirement is deemed complete when payment has been processed.

**Applicant providing the Installation of on-site public art equal to one percent (1%) of the total construction valuation:**

The requirement is deemed complete upon final building sign-off.

# City of Newark – ATTACHMENT B2

**Recreation & Community Services Department**
**Art in Public Places Program**
7401 Enterprise Drive
Newark, CA 94560

## Art in Public Places and Private Development Application Form

(to be completed by Applicant and submitted concurrently with planning application or building permit application, if no planning required)

The Art in Public Places and Private Development Ordinance applies to all new residential developments, new non-residential construction, and non-residential alterations or tenant improvements exceeding $500,000 and all market-rate components of multi-use projects, meaning any part of the development not designated as affordable housing.

| APPLICANT: | PROJECT ADDRESS: |
|---|---|
| ADDRESS: | ESTIMATED CONSTRUCTION VALUATION: |
| PHONE: | EMAIL: |
| **FOR CITY USE ONLY** | |
| PROJECT NUMBER: DATE RECEIVED: APPROVED BY: | |

Chapter 12.36 requires applicants to comply with either of the following options: Installing on-site public art equal to one percent (1%) of the total construction valuation or making an In-Lieu Contribution equal to one percent (1%) of the total construction valuation.

The final construction valuation will be confirmed at the time of the Building Permit application. Should the final valuation submitted by the applicant be higher or lower than the valuation used during the planning application, the 1% Public Art requirement will be adjusted accordingly based on the valuation determined by the Chief Building Official.

1% of Estimated Construction Valuation: $_____

Please choose one of the following options:

☐ Placement of original Public Art on site ☐ In-Lieu Contribution to Art in Public Places Fund

Applicant Signature: _____ Date: _____

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWARK ADDING CHAPTER 2.14, "PUBLIC ART COMMITTEE", TO THE NEWARK MUNICIPAL CODE**

**WHEREAS,** in 2024 the City Council adopted the Public Art Master Plan update to develop, administer and maintain a vibrant and inspiring public art program in the City of Newark; and

**WHEREAS**, the City Council has adopted a public art requirement for private development projects in the City of Newark to provide public art on site or, alternatively, contribute to a public art fund so that public art can be established elsewhere in the community, and to ensure that public art is present and sustained throughout the community; and

**WHEREAS**, the City council is authorized to establish boards, commissions and committees of the City; and

**WHEREAS,** the City Council desires to formally establish the Public Art Committee as an independent City Committee advising the City on matters pertaining to public art.

**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.** The City Council independently finds and determines that this action is exempt from further California Environmental Quality Act (CEQA) environmental review pursuant to CEQA Guidelines sections 15060(c)(2) (no direct or reasonably foreseeable indirect physical change in the environment).

**SECTION 3. Newark Municipal Code Chapter 2.14.** Chapter 2.14 "Public Art Committee," 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 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

## Chapter 2.14 PUBLIC ART COMMITTEE

### 2.14.010 Created; Purpose.

There is created a committee to consist of five members, which shall constitute a quorum, and one non-voting advisory member, which shall be designated as the Public Art Committee of the City of Newark. The Committee is to support the provision of visual public art in the City.

### 2.14.020 Membership; Appointment; Term of Office.

A. The Committee shall consist of five (5) members, constituting a quorum and meeting the qualifications identified in Section 2.14.030.

B. The Committee shall also consist of one (1) non-voting advisory member who shall be a Newark Memorial High School student meeting the qualifications identified in Section 2.14.040.

C. The Mayor shall appoint members to the Committee, subject to approval of the City Council.

D. In making appointments, the City Council shall consider the following categories:

1) Active members of a City-based, art focused, registered nonprofit organization, entity or facility.
2) Persons with experience in the public art field as either an artist, installer, or designer, including any person with professional credentials and work experience as exhibiting or performing artists, contemporary museum and gallery art curators, arts management professionals, arts educators, or design professionals such as architects, landscape architects, and urban planners.
3) Members of the general public, including students and community members with a passion for art.

### 2.14.030 Qualifications.

Members of the Committee shall have demonstrated, through community service or business experiences, a strong commitment to and knowledge of the artistic, aesthetic, and cultural quality of life in Newark, and will appreciate the role the arts can play in the cultural development and economic vitality of the community. In addition, the non-voting advisory member must be a Newark Memorial High School Student.

### 2.14.040 Terms of Office.

The terms of office of the voting members of the Committee shall be for four years; provided, however, that of the five members first appointed two shall be appointed for the term of two years, and three for the term of four years. The term of office for the non-voting advisory member of the Committee shall be one year. All Committee members, including the non-voting member, may be considered for reappointment by the Mayor subject to City Council approval.

**2.14.050 Removal From Office; Vacancies.**

A. Any appointed members of the Committee may be removed either by the Mayor, subject to the approval of the City Council, or by a majority vote of the City Council. Any time a Committee member has unexcused absences during a consecutive six-month period in excess of three meetings, their seat shall be automatically vacated. The following shall constitute valid excuses for failing to attend a meeting: 1. serious illness and/or injury of the Committee and/or their immediate family; 2. death in the family; 3. employment conditions requiring travel outside the Bay Area, evening meetings, etc.; 4. lack of transportation to the meeting; 5. previously scheduled vacation or travel.

B. Any vacancies among the appointed members shall be filled by appointment by the Mayor, subject to approval of the City Council, for the unexpired portion of the term.

**2.14.060 Organization.**

As soon as practicable following the termination of the term of office of any Committee member, the Public Art Committee shall organize, by electing from its members a Chairman and Vice Chairman to serve at the pleasure of the Committee. A secretary shall be designated for the recording of minutes of the Committee and to keep a record of its resolutions, proceedings and transactions. The secretary may be, but need not be, a member of the Committee and shall serve at the pleasure of the Committee.

**2.14.070 Meetings.**

The Committee shall fix the times and places of regular meetings of the Committee, which shall be held a minimum of twice per year. All meetings of the Committee shall be open to the public.

**2.14.080 Powers and Duties.**

The Public Art Committee shall have the following duties and responsibilities:

A. The powers and duties conferred and imposed upon the Public Art Committee by Chapter 12.36 of this code and the City Council approved Guidelines.
B. In accordance with City Council-approved guidelines, conducting public art proposal processes (such as requests for proposals, reviewing and acting on artist/artwork selection

panel for public art fund projects,) for City-sponsored projects requiring public art installations.

C. Establishing and approving the Public Art Program mission and curatorial and programmatic goals, policies, and guidelines and developing and updating a Public Art Workplan outlining specific public art projects, locations, and budgets.
D. Reviewing and approving recommendations for maintenance and conservation of artwork, deaccession of artwork, and acceptance of artwork gifts and loans, in accordance with each respective policy.
E. Encouraging and promoting art programs and activities within the City.
F. Making recommendations to the City Council regarding local visual and performing art needs, activities and programs.
G. Receiving and gathering input from the community on issues relevant to art policies.
H. Enhancing community awareness of art resources.
I. Performing such other functions and render such other reports and recommendations as may be directed by the City Council.
J. Exercising only the powers herein above enumerated or as otherwise designated by the City Council.

**ORDINANCE NO. _____**

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**WHEREAS**, the City council is authorized to establish boards, commissions and committees of the City; and

**WHEREAS,** the City Council desires to formally establish the Public Art Committee as an independent City Committee advising the City on matters pertaining to public art.

**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.

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**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 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.

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### 2.14.020 Membership; Appointment; Term of Office.

A. The Committee shall consist of five (5) members, constituting a quorum and meeting the qualifications identified in Section 2.14.030.

B. The Committee shall also consist of one (1) non-voting advisory member who shall be a Newark Memorial High School student meeting the qualifications identified in Section 2.14.040.

C. The Mayor shall appoint members to the Committee, subject to approval of the City Council.

D. In making appointments, the City Council shall consider the following categories:

1) Active members of a City-based, art focused, registered nonprofit organization, entity or facility.
2) Persons with experience in the public art field as either an artist, installer, or designer, including any person with professional credentials and work experience as exhibiting or performing artists, contemporary museum and gallery art curators, arts management professionals, arts educators, or design professionals such as architects, landscape architects, and urban planners.
3) Members of the general public, including students and community members with a passion for art.

### 2.14.030 Qualifications.

Members of the Committee shall have demonstrated, through community service or business experiences, a strong commitment to and knowledge of the artistic, aesthetic, and cultural quality of life in Newark, and will appreciate the role the arts can play in the cultural development and economic vitality of the community. In addition, the non-voting advisory member must be a Newark Memorial High School Student.

### 2.14.040 Terms of Office.

The terms of office of the voting members of the Committee shall be for four years; provided, however, that of the five members first appointed two shall be appointed for the term of two years, and three for the term of four years. The term of office for the non-voting advisory member of the Committee shall be one year. All Committee members, including the non-voting member, may be considered for reappointment by the Mayor subject to City Council approval.

**2.14.050 Removal From Office; Vacancies.**

A. Any appointed members of the Committee may be removed either by the Mayor, subject to the approval of the City Council, or by a majority vote of the City Council. Any time a Committee member has unexcused absences during a consecutive six-month period in excess of three meetings, their seat shall be automatically vacated. The following shall constitute valid excuses for failing to attend a meeting: 1. serious illness and/or injury of the Committee and/or their immediate family; 2. death in the family; 3. employment conditions requiring travel outside the Bay Area, evening meetings, etc.; 4. lack of transportation to the meeting; 5. previously scheduled vacation or travel.

B. Any vacancies among the appointed members shall be filled by appointment by the Mayor, subject to approval of the City Council, for the unexpired portion of the term.

**2.14.060 Organization.**

As soon as practicable following the termination of the term of office of any Committee member, the Public Art Committee shall organize, by electing from its members a Chairman and Vice Chairman to serve at the pleasure of the Committee. A secretary shall be designated for the recording of minutes of the Committee and to keep a record of its resolutions, proceedings and transactions. The secretary may be, but need not be, a member of the Committee and shall serve at the pleasure of the Committee.

**2.14.070 Meetings.**

The Committee shall fix the times and places of regular meetings of the Committee, which shall ~~not~~ be ~~more frequent than once each month~~ held a minimum of twice per year. All meetings of the Committee shall be open to the public.

**2.14.080 Powers and Duties.**

The Public Art Committee shall have the following duties and responsibilities:

A. The powers and duties conferred and imposed upon the Public Art Committee by Chapter 12.36 of this code and the City Council approved Guidelines.

B. In accordance with City Council-approved guidelines, conducting public art proposal processes (such as requests for proposals, reviewing and acting on artist/artwork selection panel for public art fund projects,) for City-sponsored projects requiring public art installations.
C. Establishing and approving the Public Art Program mission and curatorial and programmatic goals, policies, and guidelines and developing and updating a Public Art Workplan outlining specific public art projects, locations, and budgets.
D. Reviewing and approving recommendations for maintenance and conservation of artwork, deaccession of artwork, and acceptance of artwork gifts and loans, in accordance with each respective policy.
E. Encouraging and promoting art programs and activities within the City.
F. Making recommendations to the City Council regarding local visual and performing art needs, activities and programs.
G. Receiving and gathering input from the community on issues relevant to art policies.
H. Enhancing community awareness of art resources.
I. Performing such other functions and render such other reports and recommendations as may be directed by the City Council.
J. Exercising only the powers herein above enumerated or as otherwise designated by the City Council.

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWARK ADDING CHAPTER 12.36, "PUBLIC ART IN PUBLIC PLACES AND PRIVATE DEVELOPMENT", TO THE NEWARK MUNICIPAL CODE**

**WHEREAS,** in 2024 the City Council adopted the Public Art Master Plan update to develop, administer and maintain a vibrant and inspiring public art program in the City of Newark; and

**WHEREAS**, the City Council finds and declares that Public Art provides the following benefits to the community:

a. Public art contributes to the public's understanding, enjoyment and experience of cultural diversity, and helps to attract and anchor a large and diverse creative sector, enriching the City's cultural identity which is a key component of the City's economic vitality.

b. The incorporation of public art into private and public development will create a unique sense of community as well as public identity and enhance the visual and aesthetic quality of such developments.

c. The incorporation of public art in private and public development is in the public interest and enhances the economic sustainability of artists and arts organizations as a key to the vitality of the City of Newark.

d. The provision of public art supports and implements General Plan policies to use public art that is accessible or visible to the public and conveniently or prominently situated in public places and new developments to commemorate Newark's cultural diversity.

e. Artistic assets should be included in private development projects, especially major gateways into Newark and along major arterials because gateways make an important first impression and can define a city's image for residents, businesses, and visitors.

f. Artistic resources foster economic development and tourism, revitalize urban areas, increase real property values, and improve the overall business climate by creating a more desirable community within which to live and work.

g. The provision of public art supports and implements the City of Newark Public Art Master Plan goals to:

    i. Provide diverse and engaging public art throughout Newark.

    ii. Commission community-focused art in publicly accessible places.

iii. Integrate public art into all qualified municipal capital construction projects.
iv. Celebrate Newark's cultural diversity through public art.
v. Connect and build the artist community in Newark.
vi. Provide ongoing financial and administrative support for public art.
vii. Maintain and expand the City's collection of public art; and

**WHEREAS,** the City Council finds that to ensure that public art is present and sustained throughout the community, it is necessary to require that private development projects in the City of Newark provide public art on site or, alternatively, contribute to a public art fund so that public art can be established elsewhere in the community; and

**WHEREAS,** the City has broad authority, under its general police power, to regulate the development and use of real property within its jurisdiction to promote the public welfare.

**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.** The City Council independently finds and determines that this action· is exempt from further California Environmental Quality Act (CEQA) environmental review pursuant to CEQA Guidelines sections 15060(c)(2) (no direct or reasonably foreseeable indirect physical change in the environment), 15061 (b)(3) (no significant effect on the environment), and 15183 (projects consistent with a community plan, general plan, or zoning), each of which provides a separate and independent basis for CEQA clearance and when viewed collectively provide an overall basis for CEQA clearance.

**SECTION 3. Newark Municipal Code Chapter 12.36**

Chapter 12.36 "Public Art In Public Places And Private Development," 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 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**

# Title 12 - STREETS, SIDEWALKS, AND PUBLIC PLACES

## Chapter 12.36 PUBLIC ART IN PUBLIC PLACES AND PRIVATE DEVELOPMENT

### 12.36.010 Purpose.

The purpose of this Chapter is to implement Goals LU-4-9 and LU-4-D of the City of Newark's General Plan to use public art that is accessible or visible to the public and conveniently or prominently situated in public places and new developments to commemorate Newark's cultural diversity, and goals of the Public Art Master plan update adopted by the City of Newark in 2024.

The City Council finds and declares:

a. Public art contributes to the public's understanding, enjoyment and experience of cultural diversity, and helps to attract and anchor a large and diverse creative sector, enriching the City's cultural identity which is a key component of the City's economic vitality.

b. The incorporation of public art into private and public development will create a unique sense of community as well as public identity and enhance the visual and aesthetic quality of such developments.

c. The incorporation of public art in private and public development is in the public interest and enhances the economic sustainability of artists and arts organizations as a key to the vitality of the City of Newark.

d. The provision of public art supports and implements General Plan policies to use public art that is accessible or visible to the public and conveniently or prominently situated in public places and new developments to commemorate Newark's cultural diversity.

e. Artistic assets should be included in private development projects, especially major gateways into Newark and along major arterials because gateways make an important first impression and can define a city's image for residents, businesses, and visitors.

f. Artistic resources foster economic development and tourism, revitalize urban areas, increase real property values, and improve the overall business climate by creating a more desirable community within which to live and work.

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v. Connect and build the artist community in Newark.

vi. Provide ongoing financial and administrative support for public art.

vii. Maintain and expand the City's collection of public art.

**12.36.020 Definitions.**

As used in this Chapter, the following terms shall have the following meanings:

"Alteration" means the rehabilitation, renovation, remodeling or improvement of an existing building that requires the issuance of a building permit by the City of Newark.

"Construction" means the new construction (in whole or in part) of a building that requires the issuance of a building permit by the City of Newark.

"Construction Cost "means the total value of the project as determined by the Chief Building Official and indicated on the building application submitted to the City in order to obtain a building permit, or permits, for the project. Building permit applications shall include, but not be limited to, all grading, building, plumbing, mechanical, and electrical permit applications for the project.

**12.36.030 Applicability.**

The provisions of this Chapter apply to all construction or alteration except as set forth below.

a. This Chapter does not apply to residential alterations.

b. This Chapter does not apply to the portion of a residential projects consisting of dwelling units that are restricted to very low, low or moderate income households (as defined in this Code).

c. This Chapter does not apply to alterations with a construction cost of less than five hundred thousand dollars ($500,000.00).

d. This Chapter does not apply to projects that have received entitlements or been deemed complete by written notification from City staff prior to the effective date of this ordinance. If this Chapter does not apply to a project for these reasons, such project must comply with City Council Resolution No. 6582.

**12.36.040 Public Art Requirement.**

a. For any project subject to this Chapter, public art must be provided as described in Section 12.36.060 or an equivalent payment must be made to the public art fund as provided in Section 12.36.070.

b. Except as provided elsewhere in this Chapter, the public art requirement applies for each incidence where construction or alteration occurs. No exemptions or credits for previously installed public art or previous payments to the public art fund will apply.

**12.36.050 Guidelines for Implementation of this Chapter.**

The City Council has established guidelines for implementation of this Chapter.

**12.36.060 On-Site Public Art.**

a. Anyone seeking to satisfy the public art requirement by placing art on a project site must comply with this section.

b. Except as provided below, construction or alteration projects must provide art with a value equal to at least one percent (1%) of the construction cost. The value of the public art includes the cost of the development, acquisition, and installation of the public art, the administrative costs associated with creating and installing the art, and any costs charged for the administration of this Chapter.

c. Public art may include sculpture, murals, photography and original works of graphic art, earthworks, fiber works, waterworks, neon, glass, mosaics, or any combination of forms of media, furnishing or fixtures permanently affixed to the building or its grounds, or a combination thereof, and may include architectural features of the building or elements of landscape design.

i. Public art may also include any other artwork determined by the Public Art Committee, or City Council on appeal, to satisfy the intent of this section. ii. The creator of public art shall be a practitioner in the visual arts who is not a member of the project engineering, architecture or landscape architecture firm.

d. The public art must be located (1) in areas on the site clearly visible from the public street or sidewalk, or (2) in publicly accessible outdoor areas, or (3) on adjacent public property (subject to the approval of any relevant public agency), or (4) in a publicly accessible area such as a hotel lobby. Public art must be displayed in a manner that will enhance its enjoyment by the general public.

e. Written proof to the City of a contractual agreement to commission (or purchase) and to install the requested artwork on the development site must be provided at the time of filing the building permit application.

f. The public art must be installed prior to the issuance of the first certificate of occupancy unless the Community Development Director concludes that it is not feasible to install the public art within this time frame and adequate assurance (which the Director may require

to be in the form of a letter of credit or bond) is provided that the public art will be installed in a timely manner, in which case the Community Development Director may extend the time for installation.

g. Each piece of art shall provide an approved identification plaque or monument which shall be placed near the artwork.

**12.36.070 Contribution to Public Art Fund.**

a. Any person subject to this Chapter may choose to make a payment to the City's public art fund that is equivalent to the valuation required for providing art as set forth in Section 12.36.060. When the value of the public art would be fifty thousand dollars ($50,000.00) or less, it is encouraged, but not required, that a payment be made to the public art fund.

b. Public art payments must be made prior to the issuance of a certificate of occupancy.

**12.36.080 Use of Public Art Fund.**

The City of Newark Public Art Fund must be used to further City-owned art or City-sponsored exhibitions that are accessible to the public. The fund must be used exclusively to (1) prepare sites for works of art, (2) acquire and install works of art, (3) maintain works of art, (4) support the exhibition of art, and (5) fund administrative costs associated with the public art program. The Public Art Committee shall recommend utilization of monies in the public art fund.

**12.36.090 Appeal of Public Art Committee Decision.**

The appeals process will be pursuant to the City Council approved Public Art Guidelines.

**12.36.100 Maintenance and Removal of Works of Art.**

a. The owner of the real property on which public art is located must maintain the public art installed pursuant to this Chapter, or cause to be maintained, in good condition the on-site artwork continuously after its installation and shall perform necessary maintenance thereto to the satisfaction of the City. No work of art may be removed unless a replacement work of public art is approved pursuant to this Chapter.

b. Should the property owner wish to remove the on-site artwork, the City must be notified in advance. The property owner shall replace the on-site artwork with on-site artwork of equal or greater value, and consistent with the California Preservation of Works of Art Act and the Federal Visual Artists' Rights Act and any other relevant law.

c. The City reserves the right to inspect the artwork at any time to ensure it is being maintained as required pursuant to this section.

**12.36.110 Waiver.**

The City Council, at its discretion, may waive, wholly or partially, the requirements of this Chapter and approve alternative methods of compliance with this Chapter if the applicant

demonstrates, and the City Council finds, that such alternative methods meet the purposes of this Chapter.

**12.36.120 Violations.**

In addition to other fines or penalties provided by State or municipal law, the City may revoke or suspend any permit granted to any developer and/or owner who violates the provisions of this Chapter.

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWARK ADDING CHAPTER 12.36, "PUBLIC ART IN PUBLIC PLACES AND PRIVATE DEVELOPMENT", TO THE NEWARK MUNICIPAL CODE**

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## Chapter 12.36 PUBLIC ART IN PUBLIC PLACES AND PRIVATE DEVELOPMENT

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**12.36.030 Applicability.**

The provisions of this Chapter apply to all construction or alteration except as set forth below.

a. This Chapter does not apply to residential alterations.

b. This Chapter does not apply to the portion of a residential project~~s in which one hundred percent (100%) of the~~ consisting of dwelling units that are restricted to very low, low or moderate income households (as defined in this Code).

c. This Chapter does not apply to alterations with a construction cost of less than five hundred thousand dollars ($500,000.00).

d. This Chapter does not apply to projects that have received entitlements or been deemed complete by written notification from City staff prior to the effective date of this ordinance. If this Chapter does not apply to a project for these reasons, such project must comply with City Council Resolution No. 6582.

**12.36.040 Public Art Requirement.**

a. For any project subject to this Chapter, public art must be provided as described in Section 12.36.060 or an equivalent payment must be made to the public art fund as provided in Section 12.36.070.

b. Except as provided elsewhere in this Chapter, the public art requirement applies for each incidence where construction or alteration occurs. No exemptions or credits for previously installed public art or previous payments to the public art fund will apply.

**12.36.050 Guidelines for Implementation of this Chapter.**

The City Council ~~may~~ has established guidelines for implementation of this Chapter.

**12.36.060 On-Site Public Art.**

a. Anyone seeking to satisfy the public art requirement by placing art on a project site must comply with this section.

b. Except as provided below, construction or alteration projects must provide art with a value equal to at least one percent (1%) of the construction cost. The value of the public art includes the cost of the development, acquisition, and installation of the public art, the administrative costs associated with creating and installing the art, and any costs charged for the administration of this Chapter.

c. Public art may include sculpture, murals, photography and original works of graphic art, earthworks, fiber works, waterworks, neon, glass, mosaics, or any combination of forms of media, furnishing or fixtures permanently affixed to the building or its grounds, or a combination thereof, and may include architectural features of the building or elements of landscape design.

i. Public art may also include any other artwork determined by the Public Art Committee, or City Council on appeal, to satisfy the intent of this section. ii. The creator of public art shall be a practitioner in the visual arts who is not a member of the project engineering, architecture or landscape architecture firm.

d. The public art must be located (1) in areas on the site clearly visible from the public street or sidewalk, or (2) in publicly accessible outdoor areas, or (3) on adjacent public property (subject to the approval of any relevant public agency), or (4) in a publicly accessible area such as a hotel lobby. Public art must be displayed in a manner that will enhance its enjoyment by the general public.

e. Written proof to the City of a contractual agreement to commission (or purchase) and to install the requested artwork on the development site must be provided at the time of filing the building permit application.

f. The public art must be installed prior to the issuance of the first certificate of occupancy unless the Community Development Director concludes that it is not feasible to install the public art within this time frame and adequate assurance (which the Director may require

to be in the form of a letter of credit or bond) is provided that the public art will be installed in a timely manner, in which case the Community Development Director may extend the time for installation.

~~f.~~g. Each piece of art shall provide an approved identification plaque or monument which shall be placed near the artwork.

**12.36.070 Contribution to Public Art Fund.**

a. Any person subject to this Chapter may choose to make a payment to the City's public art fund that is equivalent to the valuation required for providing art as set forth in Section 12.36.060. When the value of the public art would be fifty thousand dollars ($50,000.00) or less, it is encouraged, but not required, that a payment be made to the public art fund.

b. Public art payments must be made prior to the issuance of a certificate of occupancy.

**15.6012.36.080 Use of Public Art Fund.**

The City of Newark Public Art Fund must be used to further City-owned art or City-sponsored exhibitions that are accessible to the public. The fund must be used exclusively to (1) prepare sites for works of art, (2) acquire and install works of art, (3) maintain works of art, (4) support the exhibition of art, and (5) fund administrative costs associated with the public art program. The Public Art Committee shall recommend utilization of monies in the public art fund.

**12.36.090 Appeal of Public Art Committee Decision.**

~~A final decision by the Public Art Committee on the selection of public art, the artist or the site location may be appealed to the City Council within ten (10) days of the decision. The City Council may refer the matter back to the Public Art Committee for further consideration, or may reverse, affirm or modify the Public Art Committee decision. The City Council's findings and decision on the appeal are final.~~The appeals process will be pursuant to the City Council approved Public Art Guidelines.

**12.36.100 Maintenance and Removal of Works of Art.**

a. The owner of the real property on which public art is located must maintain the public art installed pursuant to this Chapter, or cause to be maintained, in good condition the on-site artwork continuously after its installation and shall perform necessary maintenance thereto to the satisfaction of the City. No work of art may be removed unless a replacement work of public art is approved pursuant to this Chapter.

b. Should the property owner wish to remove the on-site artwork, the City must be notified in advance. The property owner shall replace the on-site artwork with on-site artwork of equal or greater value, and consistent with the California Preservation of Works of Art Act and the Federal Visual Artists' Rights Act and any other relevant law.

c. The City reserves the right to inspect the artwork at any time to ensure it is being maintained as required pursuant to this section.

**12.36.110 Waiver.**

The City Council, at its discretion, may waive, wholly or partially, the requirements of this Chapter and approve alternative methods of compliance with this Chapter if the applicant demonstrates, and the City Council finds, that such alternative methods meet the purposes of this Chapter.

**12.36.120 Violations.**

In addition to other fines or penalties provided by State or municipal law, the City may revoke or suspend any permit granted to any developer and/or owner who violates the provisions of this Chapter.




# Public Art Master Plan
# Revised Ordinance Introductions

## December 11, 2025 | City Council Meeting

# Revised Ordinance Introductions Recap

- **Chapter 12.36 -** Art in Public Places and Private Development, establishes updated requirements for public art contributions associated with private development; and

- **Chapter 2.14 -** Public Art Committee, establishes the structure, duties, and appointment process for a new advisory body to guide implementation of the program.



# Chapter 12.36 Public Art in Public Places and Private Development Ordinance

## Affordable Housing Applicability

This Chapter does not apply to residential projects in which one hundred percent (100%) of the dwelling units are restricted to very low, low or moderate-income households (as defined in this Code) or the portion of a market-rate project designated for affordable housing.



# Chapter 2.14 Public Art Committee

**Newark Memorial High School Student**

- Non-voting committee member
- One year term



**Committee Composition**

- 6 Public Art Committee Members
  - 5 Voting
- 1 Non-voting (NMHS Student)

**Committee Meeting Frequency**

- Minimum of twice per year

# Letter of Support Newark Chamber of Commerce

On October 21, 2025, Stephen Cassidy, CEO of the Newark Chamber of Commerce, submitted a letter on behalf of the Chamber's Board of Directors expressing full support for the proposed ordinances. The Chamber highlighted the benefits of the "1% for Art" program in enriching Newark's cultural identity and enhancing the quality of public spaces.



# Implementation Guidelines for Public Places and Private Development

In response to the City Council's request for greater clarity regarding program implementation, staff have developed Guidelines for Art in Public Places and Private Development to accompany Chapter 12.36.

These guidelines:

- Explain When Requirements Apply
- Define Compliance Options
- Guide Applicants Through the Process
- Ensure Consistent and Efficient Review
- Support High-Quality Artwork
- Promote Public Access & Equity
- Clarify Roles & Definitions
- Outline Appeal Procedures



# Staff Recommendation

- Waive the full reading and introduce by title only a revised ordinance adding Chapter 2.14, Public Art Committee, to Title 2 of the Newark Municipal Code.

- Waive the full reading and introduce by title only a revised ordinance adding Chapter 12.36, Art in Public Places and Private Development, to Title 12 of the Newark Municipal Code.

- Adopt a resolution approving the Guidelines for Implementation of Art in Public Places and Private Development Ordinance.






**Thank you!**

**Questions**

# STAFF REPORT

Item F.2.

**DATE** 10/23/2025
**TO** Honorable Mayor and City Council Members
**FROM** Jessennia Taimani, Recreation and Community Services Supervisor I
**SUBJECT** Waive full reading and introduce by title only an ordinance adding Chapter 12.36, Art in Public Places and Private Development and an ordinance adding Chapter 2.14, Public Art Committee, to the Newark Municipal Code

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**SUMMARY AND RECOMMENDATION**

Newark's Public Art Master Plan update (Plan) outlines a vision and several strategic initiatives to establish a vibrant and sustainable public art program that will enrich the City's cultural landscape and benefit the Newark community. Staff continue to implement several of these initiatives and now seek City Council action on two essential recommendations of the Plan:

1. Adopting an ordinance establishing an art in public places requirement to replace the City's existing impact fee; and
2. Adopting an ordinance establishing a Public Art Committee to guide implementation of the Plan.

Staff recommends that the City Council waive the full reading and introduce by title only an ordinance adding Chapter 12.36, Art in Public Places and Private Development, to Title 12 of the Newark Municipal Code and and an ordinance adding Chapter 2.14, Public Art Committee, to Title 2 of the Newark Municipal Code.

**BACKGROUND**

In 1992, the City Council adopted resolutions related to Art in Public Places and Private Development, including the establishment of associated fees. Resolution No. 6582 (attached) established a policy for the implementation of Art in Public Places and Private Development, requiring the development of a Master Plan to guide the expenditures of the fees collected. Public art fees apply to new residential units and to commercial/industrial buildings and additions that add over 10,000 square feet of new or expanded space or that are located along major arterials as indicated in the General Plan. Resolution No. 6583 (attached) established the nexus for the Art in Public Places development fee, and resolution No. 6584 (attached) established the Art in Public Places fees as follows:

| **Current Art in Public Places Fees** | |
|---|---|
| Residential ( excluding affordable housing) | $ 270 / unit |
| Retail | $0.26 / square foot |
| Office | $0.38 / square foot |
| Light Manufacturing Warehouse | $0.21 / square foot |
| Hi -Tech | $0.41 / square foot |

The City Council approved Newark's first Public Art Master Plan in 2001 to guide the use of these funds. Over the past two decades, Newark has experienced significant change, and many of the projects identified in the 2001 Public Art Master Plan have become outdated or are no longer feasible. As a result, an update was needed to reflect changes in the community. Additionally, best practices in the public art field have evolved, further reinforcing the need for an update.

In November 2022, the City Council authorized an agreement with Gail M. Goldman Associates and Art Builds Community to update the 2001 plan. The update process involved comprehensive industry research and robust community engagement. Findings from this process informed the themes, vision, goals, and recommendations of the Public Art Master Plan update, which was adopted by City Council on June 13, 2024 (attached).

The Plan update was organized into five recurring themes with specific recommendations in each:

1. Identity and Civic Pride: Use public art to set Newark apart from surrounding communities.
2. Accessibility and Public Education: Place high-quality art throughout Newark, ensuring that it is fully accessible to the public.
3. Local Artists: Support and increase the visibility of local artists and creative entrepreneurs.
4. Administration and Collection Management: Promote the implementation of the Public Art Master Plan.
5. Funding: Ensure that the Public Art Fund has sufficient dollars to support public art and other arts initiatives.

The consultant team worked closely with staff and the community to develop the following Vision, Goals, and Guiding Principles:

Vision: All residents and visitors in Newark experience public art as part of their daily lives and throughout all neighborhoods, celebrating the City's history, people, natural environment, and culture.

Goals: The City of Newark adopted the Public Art Master Plan May 2024 update as the guiding document for all public art and public art programming proposed for City property and the public realm in general.

- Provide diverse and engaging public art throughout Newark
- Commission community-focused art in publicly accessible places
- Integrate public art into qualified municipal construction projects
- Celebrate Newark's cultural diversity through public art
- Connect and build the artist community in Newark
- Provide ongoing financial and administrative support for public art
- Maintain and expand the City's collection of public art

Guiding Principles: Public art in Newark has the power to:

- Express Newark's identity throughout the built environment.
- Elevate the role of artist and the creative process play in connecting people and place.
- Provide equitable access to a diversity of artists and artistic experiences.
- Encourage multi-disciplinary collaboration in the public and private sectors to create vibrant public spaces.
- Celebrate the communities' cultural assets, highlighting the unique character of Newark's neighborhood, honoring their histories, and preserving quality of place.

The Public Art Master Plan May 2024 Update outlines a variety of recommendations to support the vision, goals, and guiding principles. The recommendations are meant to guide the City Council, staff and the future Public Art Committee with the flexibility to develop, implement and manage projects that are within the resources available.

Since adoption, progress has been made on several of the Plan's recommendations. Public art has been incorporated into a number of City activities, such as the 2024 State of the City event, as well as included in large-scale Capital Improvement Plan projects currently in design including the Old Town Streetscape Improvements.

**DISCUSSION/ANALYSIS**

Two key priorities were identified in the updated Plan: (1) creating an Art in Public Places Ordinance, and (2) establishing a Public Art Committee (PAC) to provide oversight, transparency, and strategic direction. The proposed ordinances advance two critical implementation steps recommended in the Public Art Master Plan update. Together, these actions will provide the infrastructure needed to support a dynamic public art program that celebrates Newark's identity, fosters civic pride, and invests in cultural assets that serve all community members.

**Chapter 12.36 Art in Public Places and Private Development**

The City's current public art requirement is based on fees adopted in 1992 as described above. While these fees helped implement some elements of the original Public Art Master Plan developed in 2001, the existing fee structure is outdated and no longer supports the City's goals and vision for a robust and sustainable public art program. The fee structure is now over three decades old as annual adjustments based on changes in the regional Construction Cost Index that were recommended to occur were not applied, further widening the gap between what was collected and what could have been generated.

Updating to a modernized Art in Public Places Ordinance will align Newark with regional practices and ensure that public art investment keeps pace with the scale of new development. Staff recommends a 1% public art contribution based on construction value (including development, acquisition, installation, and administrative expenses) with an option of either contributing art or paying an in-lieu fee. Exemptions from the contribution include projects that are 100% affordable housing, residential alterations, and (non-residential) tenant improvements under $500,000. Projects that have received their entitlements or been deemed complete by written notification from City staff prior to the effective date of the proposed Ordinance will be subject to the Art in Public Places and Private Development Policy fees adopted by City Council Resolution No. 6584 (attached).

Over the span of more than two decades, the City's current fee structure has generated approximately $2 million in public art funding. As explained below, although actual revenues will vary based on future development activity, modernizing the program has the potential to generate several hundred thousand dollars annually in sustainable funding to support Newark's public art program, consistent with the goals of the Public Art Master Plan.

To ensure public benefit, on-site public art installed by the developer must be located in areas that are publicly visible or accessible. Public art must be created by professional artists and may include murals, sculptures, integrated landscape features, or other media that contribute to the public experience. Artists must be independent of the project's architectural or engineering teams.

To address the limitations discussed and ensure all major sectors contribute proportionally, the proposed ordinance includes two key updates:

1. It formalizes the existing public art requirement by codifying it in the Newark Municipal Code as opposed to merely stating the requirement in a resolution; and
2. It modernizes the fee structure, shifting from a flat square footage-based fee to a percentage-based model tied to construction valuation.

Under the proposed ordinance, developers would have the flexibility to either integrate public art directly into their projects, valued at 1% of construction, or pay an equivalent in-lieu fee into the City's Public Art Fund. Contributions would be encouraged, but not required, when the calculated art value is $50,000 or less. This ensures that public art is consistently funded while giving developers the option to select the approach that best aligns with their project.

**Residential Impacts (Affordable Housing, Single Family, and Multi-Family)**

Under the proposed ordinance, 100% affordable housing projects will remain exempt from a public art requirement. This exemption ensures that limited funding for these developments can be fully directed toward construction, essential services, and keeping housing costs low for residents.

The proposed ordinance would continue to apply to all new residential developments. To illustrate the limitations of the current fee structure, staff analyzed single-family development activity from Fiscal Year 2023-24. Under the existing flat art fee of $270 per unit, the City collected approximately nearly $29,900 across 107 homes in the Bayside subdivision, less than 0.1% of the construction valuation. By contrast, applying a 1% public art requirement would have generated over $378,000 in art installation or fees.

Staff also reviewed a large multi-family development permitted in Fiscal Year 2023-24, consisting of senior housing, with a construction valuation of $35,357,000. Under the current resolution, this project was exempt from the public art fee because it qualified as affordable housing (and would remain exempt under the proposed ordinance). Development-related fees collected for this project totaled $2,826,443.18. For illustration purposes only, if the project had not been considered affordable housing, the application of the proposed 1% public art requirement would have generated approximately $335,570 in public art funding or art installation. This example underscores both the value of maintaining exemptions for affordable housing and the proportional scale of the 1% art requirement.

Under the proposed ordinance, updating the art requirement to a contribution equal to 1% of the project construction value, ensures that public art investment keeps pace with the scale of Newark's future growth. Below is a table of other Alameda County cities' public art fees for residential projects.

| Alameda County Cities' Public Art Requirements - Residential Projects | | | |
|---|---|---|---|
| **City** | **Public Art Installation Cost** | **Public Art In-Lieu Fee or Mandatory Fee** | **Applicability/Notes** |
| Alameda | 1% of development cost | 1% of development cost | Applies to development with 5 or more units |
| Albany | 1.75% of development cost | 1.75% of development cost | A single family home as primary residence exempt |
| Berkeley | 1.75% of construction cost | 0.8% of construction cost | Applies to development with 5 or more units |
| Dublin | 0.5% of building valuation | 0.5% of building valuation | Applies to development with 20 or more units |
| Emeryville | 0.5% of development cost | 0.5% of development cost | Applies to development with 20 or more units |
| Fremont | Option if over 100,000 sq. ft. | $0.80 per sq. ft. | Optional outside of four designated Art Zones/Districts |
| Hayward | N/A | N/A | * |
| Livermore | N/A | 0.33% of construction cost | Applies to rehabilitation projects adding 25% or more square footage |
| Oakland | N/A | 0.5% | Applies to development with 20 or more units |
| Piedmont | N/A | N/A | N/A |
| Pleasanton | N/A | N/A | Developers encouraged to voluntarily include public art |

| | | | |
|---|---|---|---|
| San Leandro | N/A | N/A | ** |
| Union City | 1% of permit valuation | 1% of permit valuation | Applies to development with 8 or more units |

*Hayward City Council recently reviewed an informational item exploring the creation of a public art fee. City Council expressed support for the concept, and directed staff to conduct further analysis and develop a fee structure recommendation.
**San Leandro City Council recently discussed proposed implementation of a public art requirement. The item was referred to a rules committee for additional analysis and is expected to return to the City Council for consideration.

**Non-residential Impacts (Retail, Office, Light Manufacturing Warehouse, Hi-Tech)**

Under the proposed ordinance, all qualifying new non-residential construction and major alterations must meet the public art requirement by either installing on-site public art or making an equivalent in-lieu contribution to the City's Public Art Fund. Tenant improvements would remain exempt if they fall below $500,000.

Staff reviewed tenant improvement activity under the current program. During Fiscal Year 2023-24, 18 permits for tenant improvements were issued with a combined job valuation of over $90 million. These projects generated approximately $3.6 million in other development-related fees. However, public art fees were not assessed, as tenant improvement projects, even large-scale ones, are currently excluded from contributing under the existing model. If the 1% art requirement had been applied to the 18 tenant improvement permits issued in Fiscal Year 2023-24, Newark could have collected approximately $906,000 in additional public art installation or funding in a single fiscal year.

Similar to residential projects, large commercial or industrial projects would also generate proportional contributions under the 1% art requirement model, ensuring investment in public art keeps pace with Newark’s broader economic growth. Below is a table of other Alameda County cities' public art requirements for non-residential projects. All costs and fees shown apply to new construction. Applicability to tenant improvements or minimum requirements for new construction applicability are noted.

| Alameda County Cities' Public Art Requirements - Non-residential Projects | | | |
|---|---|---|---|
| **City** | **Public Art Installation Cost** | **Public Art In-Lieu Fee or Mandatory Fee** | **Applicability/Notes** |
| Alameda | 1% of development cost | 1% of development cost | Projects over $250,000 |
| Albany | 1.75% of development cost | 1.75% of development cost | Development over $300,000; excludes projects exempt from design review |
| Berkeley | 1.75% of construction cost | 0.8% of construction cost | Applies to building additions exceeding 10,000 sq. ft. |
| Dublin | 0.5% of development cost | 0.5% if 50,000 sq. ft. or greater 0.45% if under 50,000 sq. ft. | New developments only |
| Emeryville | 1% of development cost | 1% of development cost | Projects over $300,000 |
| Fremont | Option if over 100,000 sq. ft. | $0.80 per sq. ft. | Optional outside of four designated Art Zones/Districts |
| Hayward | N/A | N/A | * |
| Livermore | N/A | 0.33% of construction cost | Applies to rehabilitation projects adding 25% or more sq. footage |
| Oakland | N/A | 1% | Applies to buildings with 2,000 sq. ft. or more of new floor area |
| Piedmont | N/A | N/A | N/A |
| Pleasanton | N/A | N/A | Developers encouraged to voluntarily include public art |
| San Leandro | N/A | N/A | ** |
| Union City | 1% of permit valuation | 1% of permit valuation | Developments over $250,000 |

*Hayward City Council recently reviewed an informational item exploring the creation of a public art fee. City Council expressed support for the concept, and directed staff to conduct further analysis and develop a fee structure recommendation.
**San Leandro City Council recently discussed proposed implementation of a public art requirement. The item was referred to a rules committee for additional analysis and is expected to return to the City Council for consideration.

**Use of the Art in Public Places Fund**
The proposed ordinance formally establishes that public art in-lieu contributions made in accordance with Chapter 12.36 be deposited into the Art in Public Places Fund. Per section 12.36.080 of the proposed ordinance, monies deposited into the

Fund must be used exclusively for City-owned public art or City-sponsored exhibitions that are accessible to the public. Eligible uses include:

- Preparing sites for the installation of public art
- Acquiring and installing new public artworks
- Conserving and maintaining existing artworks
- Supporting public art exhibitions
- Covering administrative costs related to program implementation

**Chapter 2.14 Public Art Committee**
Recommendation D.3 of the updated Public Art Master Plan identifies the need to establish a formal Public Art Committee (PAC) to support the implementation of the City's Public Art Program. To fulfill this recommendation, staff propose adding Chapter 2.14, "Public Art Committee," to the Newark Municipal Code which is attached to this staff report for City Council consideration. This chapter would formally establish a committee of up to five members appointed by the Mayor and confirmed by the City Council. Members may include representatives of art-focused nonprofits, art curators, professionals in public art or design fields, art educators, Newark Memorial High School students and community members with a passion for the arts; a range of backgrounds is ideal. The terms of office of the PAC members shall be for four years, except for the initial appointments, in which two members would be appointed to two-year terms. The PAC would promote and advise on art policies and programs and determine art installations, ensuring public access to diverse opportunities. PAC members would serve as ambassadors, educators, and advocates for the arts.

The PAC would convene on an as-needed basis and no less than two times per calendar year. In general, the duties of the PAC would include:

- Establish and approve the Public Art Program mission and curatorial and programmatic goals, policies, and guidelines
- Review and act on recommendations for Public Art Fund projects
- Review and approve recommendations for maintenance and conservation of artwork, deaccession of artwork, and acceptance of artwork gifts and loans, in accordance with City policies currently under staff development
- Develop and update a Public Art Workplan outlining specific public art projects, locations, and budgets identified in the Public Art Master Plan and in accordance with the proposed ordinance
- Serve as the key advocacy body for the City's Public Art Program
- Advise and assist the City Council on matters pertaining to public art, as may be referred by the Council

Establishing the PAC will create a consistent and community-centered mechanism for shaping public art policy, reviewing and determining projects, and advocating for the City's long-term arts vision.

**Next Steps**
Should City Council approve staff's recommendation, a second reading of the ordinances will be planned for the November 13, 2025 City Council meeting. The ordinances will be effective 30 days following City Council approval in November. During the 30-day waiting period, applications for Public Art Committee membership would be widely advertised and accepted, and staff would begin revising forms and procedures and preparing outreach materials regarding the updated public art requirement. The appointment of Public Art Committee Members would likely occur in February 2026 and the inaugural meeting of the Public Art Committee would be anticipated in March or April 2026.

The ordinances include provisions related to the creation of City Council approved Guidelines that further define the role and function of the Public Art Committee. Staff intends to prepare draft Guidelines for City Council review and approval prior to the effective date of the ordinances.

**FISCAL IMPACT**
Costs associated with implementation of the Public Art Program will be limited to the amount of in lieu fees collected per the new Ordinance and the current Art in Public Places fund balance. When required, appropriations will be brought to City Council for approval as individual projects are defined.

**REVIEW AND APPROVAL**
Prepared by - Jessennia Taimani, Recreation and Community Services Supervisor I
Nicholas Cuevas, Recreation and Community Services Director
Roya Gonzalez, Strategic Initiatives Manager
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
2001 Public Art Master Plan
Resolution 6282: Adopting a Policy for Proving Art in Public Places and Private Development
Resolution 6583: Establishing Nexus for Development Fees
Resolution 6584: Amending the Schedule of Fees, 1992-93
Public Art Master Plan May 2024 update
Proposed Chapter 2.14 Public Art Committee
Proposed Chapter 12.36 Public Art in Public Places and Private Development

# STAFF REPORT

Item H. 1.

| | |
|---|---|
| **DATE** | 12/11/2025 |
| **TO** | Honorable Mayor and City Council Members |
| **FROM** | Neetu Salwan, City Clerk |
| **SUBJECT** | Motion appointing Vice Mayor and adoption of resolution authorizing the execution of financial documents |

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During the latter part of the calendar year, the City Council reorganizes by appointing one of its members to serve as Vice Mayor. The Vice Mayor performs the duties of the Mayor during the Mayor's absence. Staff recommends that the City Council select a member of the City Council to serve as Vice Mayor for a one-year term and until a successor is selected.

After the Vice Mayor has been selected, a resolution authorizing the Vice Mayor to sign and endorse checks, warrants, and other instruments will need to be approved by the City Council.

It is recommended that the City Council: (1) by motion, appoint one of its members as Vice Mayor; and (2) by resolution, authorize the signing and endorsing of checks, warrants, and other instruments.

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**Attachments**

Resolution - Authorization to sign and endorse financial documents

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING SIGNING AND ENDORSING CHECKS, WARRANTS, AND OTHER INSTRUMENTS

WHEREAS, the City of Newark maintains checking accounts with U.S. Bank and Fremont Bank as the depositories of the City's funds; and

WHEREAS, checks or warrants withdrawing funds requires City signatories.

NOW, THEREFORE, BE IT RESOLVED that checks or warrants withdrawing funds from the financial institutions identified above must have signatures of any two of the following positions: Mayor; Vice Mayor; City Manager; Treasurer; or Assistant City Manager. Each such official shall be duly elected or appointed as stipulated in the Newark Municipal Code and a record of such appointment or election shall be maintained in the office of the City Clerk.

BE IT FURTHER RESOLVED that U.S. Bank and Fremont Bank are authorized to honor and pay all the checks and warrants to the City of Newark, signed as provided herein, whether or not payable to the person or persons signing them; and that checks, warrants, drafts, bills of exchange and other evidence of indebtedness may be endorsed and deposited to the account of the City of Newark, by and of the foregoing or any other employee or agent of the City of Newark, and may be endorsed in writing or by stamp, with or without the designation of the person so endorsing.

BE IT FURTHER RESOLVED that the Check Writing Devices signature impression of the above signatories shall be deemed their manual signatures for the purposes specified in this resolution.

BE IT FURTHER RESOLVED that this Resolution supersedes all prior resolutions regarding this subject matter.

# STAFF REPORT

Item H. 2.

**DATE** 12/11/2025
**TO** Honorable Mayor and City Council Members
**FROM** Neetu Salwan, City Clerk
**SUBJECT** Adopt a resolution confirming the Mayor's appointments to various agencies, boards, commissions, and committees

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On a yearly basis, the Mayor appoints City Council Members to various agencies, boards, commissions, and committees. Mayor Hannon is the City's representative on the Housing Commission of the Housing Authority of the County of Alameda (Housing Authority). This is not listed because the Alameda County Board of Supervisors is the appointing authority. The Tri-City Elder Coalition / Senior Action Plan has been removed from the appointment list after operating as a nonprofit for five years, closing in July 2025.

The current appointments are listed for reference in the table below.

| | |
|---|---|
| Alameda County Fire Advisory Committee | Council Members Little and Catancio – delegate and alternate |
| Alameda County Library Advisory Commission | Council Members Grindall and Little – delegate and alternate |
| Alameda County Transportation Commission | Mayor Hannon and Council Member Grindall – delegate and alternate |
| Alameda County Waste Management Authority Board (Stopwaste.org) | Council Member Jorgens and Mayor Hannon –delegate and alternate |
| Association of Bay Area Governments (ABAG) | Mayor Hannon and Council Member Grindall – delegate and alternate |
| Ava Community Energy Authority Board of Directors | Council Members Catancio and Jorgens – delegate and alternate |
| Community Development Advisory Committee | Mayor Hannon and Council Member Grindall – delegates |
| Newark City Council – Newark Board of Education Liaison Committee | Mayor Hannon and Council Member Jorgens – delegates |
| Senior Advisory Committee | Mayor Hannon delegate and chairperson |

| | |
|---|---|
| Southern Alameda County Geographic Information System Authority | Council Member Catancio and Mayor Hannon – delegate and alternate |

The Mayor will announce his appointments during the City Council meeting. It is recommended that the City Council, by resolution, confirm the appointments to the various agencies, boards, commissions, and committees.

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**Attachments**

Resolution - Council Assignments

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK CONFIRMING THE MAYOR'S APPOINTMENTS TO VARIOUS AGENCIES, BOARDS, COMMISSIONS, AND COMMITTEES

WHEREAS, the Mayor of the City of Newark has appointed representatives to the following agencies, boards, commissions, and committees:

| | |
|---|---|
| Alameda County Fire Advisory Committee | Delegate: _____<br>Alternate: _____ |
| Alameda County Library Advisory Commission | Delegate: _____<br>Alternate: _____ |
| Alameda County Transportation Commission | Delegate: _____<br>Alternate: _____ |
| Alameda County Waste Management Authority Board (Stopwaste.org) | Delegate: _____<br>Alternate: _____ |
| Association of Bay Area Governments (ABAG) | Delegate: _____<br>Alternate: _____ |
| Ava Community Energy Authority Board of Directors | Delegate: _____<br>Alternate: _____ |
| Community Development Advisory Committee | Delegate: _____<br>Delegate: _____ |
| Newark City Council – Newark Board of Education Liaison Committee | Delegate: _____<br>Delegate: _____<br>Alternate: _____ |
| Senior Advisory Committee | Delegate and Chairperson: _____ |
| Southern Alameda County Geographic Information System Authority | Delegate: _____<br>Alternate: _____ |

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby approves the Mayor's appointments.

# STAFF REPORT

Item H. 3.

| | |
|---|---|
| **DATE** | 12/11/2025 |
| **TO** | Honorable Mayor and City Council Members |
| **FROM** | Neetu Salwan, City Clerk |
| **SUBJECT** | Adopt a resolution approving the reappointment of John Becker to the Planning Commission for a four-year term. |

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The Planning Commission is responsible for reviewing and acting upon certain planning applications and for making recommendations to the City Council on land use issues. The Commission plays a critical role in the City's long-range planning efforts and development review process. The Planning Commission consists of five members who must be residents of the City and at least eighteen years of age.

Commissioner John Becker was appointed to the Planning Commission for a term scheduled to expire on December 31, 2025. Commissioner Becker has expressed interest in continuing his service and has requested reappointment to a new four-year term.

Per Newark Municipal Code Chapter 2.12, Planning Commissioners are appointed by the Mayor, with the approval of the City Council, for a four-year term.

It is recommended that the City Council adopt a resolution approving the Mayor's reappointment of John Becker to the Planning Commission for a four-year term beginning January 1, 2026, and expiring December 31, 2029.

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**Attachments**

Resolution - Reappointment of PC John Becker

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING THE REAPPOINTMENT OF JOHN BECKER TO THE PLANNING COMMISSION

WHEREAS, the appointment of John Becker to the Planning Commission will expire on December 31, 2025; and

WHEREAS, John Becker has requested reappointment; and

WHEREAS, the Mayor of the City of Newark has reappointed John Becker to the Planning Commission for a term expiring December 31, 2029.

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