

CITY OF NEWARK CITY COUNCIL

Various Locations, Newark, CA 94560-3796 • 510-578-4266 • E-mail: city.clerk@newark.org

Various Teleconference
Locations
6:00 p.m.

AGENDA

Special Meeting

Thursday, April 23, 2020

THIS IS A MEETING BY TELECONFERENCE ONLY. THE CITY COUNCIL CHAMBERS WILL NOT BE OPEN. REFER TO THE END OF THE AGENDA TO REVIEW OPTIONS FOR PARTICIPATING IN THE MEETING REMOTELY OR TO SUBMIT PUBLIC COMMENTS VIA EMAIL. PLEASE NOTE THE START TIME FOR THIS SPECIAL MEETING.

A. ROLL CALL

B. MINUTES

- B.1 Approval of Minutes of the City Council meetings of March 26 and April 9, 2020. (MOTION)**

C. PRESENTATIONS AND PROCLAMATIONS

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

F. CITY MANAGER REPORTS

(It is recommended that Items F.1 through F.6 be acted on simultaneously unless separate discussion and/or action is requested by a Council Member or a member of the audience.)

CONSENT

- F.1 Establishing the number of residents in the City of Newark for the purpose of determining the voluntary expenditure ceiling for the November 3, 2020, Municipal Election - from City Clerk Harrington. (RESOLUTION)**

- F.2 Authorization for the Public Works Director to renew the contract with Crisp Company for 2020 Citywide Thermoplastic Street Striping, Project 1242 – from Senior Civil Engineer Tran. (RESOLUTION)**
- F.3 Initiation of the 2020 Weed Abatement Program and setting May 28, 2020 for a public hearing - from Alameda County Deputy Fire Marshal Lee and Assistant Maintenance Superintendent Hornbeck (RESOLUTION)**
- F.4 Adopt a resolution designating, by title, the City Manager, Assistant City Manager, and Finance Director as Authorized Agents and authorizing the California Governor’s Office of Emergency Services (Cal OES) Form 130 - Designation of Applicant’s Agent Resolution for Non-State Agencies - Finance Director Lee. (RESOLUTION)**
- F.5 Approval of a First Amendment to a Contractual Services Agreement with Hurst/Harrigan Associates for retail retention and attraction services at NewPark Mall – from Community Development Director Turner. (RESOLUTION)**
- F.6 Acceptance of the SB 2 Planning Grant Award Authorizing Receipt of the Funds to be used toward the Old Town Newark Specific Plan– from Deputy Community Development Director Interiano. (RESOLUTION)**

NONCONSENT

- F.7 Report on impact of COVID-19 pandemic on the City’s FY 2019-20 budget – from Finance Director Lee. (INFORMATIONAL)**
- F.8 Resolution authorizing the Annual Program Application Submittal for Measures B and BB funding of Ride-On Tri-City! transportation services – from Recreation and Community Services Director Zehnder. (RESOLUTION)**
- F.9 Oral Update on the City’s response to the COVID-19 Local Emergency – from City Manager Benoun and Interim City Attorney Kokotaylo.**
- F.10 Direction to Initiate Proceedings for the Levy and Collection of Assessments for Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, 17, 18 and 19 in accordance with the provisions of the Landscaping and Lighting Act of 1972 – from Public Works Director Fajeau. (RESOLUTION)**

G. CITY ATTORNEY REPORTS**H. ECONOMIC DEVELOPMENT CORPORATION****I. CITY COUNCIL MATTERS****J. CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY****K. ORAL COMMUNICATIONS****L. APPROPRIATIONS**

Approval of Audited Demands.

(MOTION)

M. CLOSED SESSION

- M.1 Closed session for conference with Labor Negotiators pursuant to California Government Code Section 54957.6. Agency designated representative: City Manager Benoun and Assistant City Manager Hovorka, Employee Groups: the Newark Police Association, the Newark Police Management Association, the Newark Association of Miscellaneous Employees; City Officials and the Management, Supervisory, and Professional Employee Group; and the Confidential Employee Group.**

N. ADJOURNMENT**IMPORTANT NOTICE REGARDING APRIL 23, 2020 CITY COUNCIL MEETING**

Due to the COVID-19 pandemic, the City of Newark is making several changes related to City Council meetings to protect the public's health and prevent the disease from spreading locally. As a result of the COVID-19 public health emergency, including the Alameda County Health Officer and Governor's directives for everyone to shelter in place, **the City Council Chambers will be closed to the public.** Members of the public should attempt to observe and address the Council using the below technological processes.

This meeting is being conducted utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic. In accordance with Executive Order N-29-20, the public may only view the meeting on television and/or online.

Mayor Nagy, Vice Mayor Freitas, and Council Members Collazo, Hannon, and Bucci will be attending this meeting via teleconference. Teleconference locations are not open to the public. All votes conducted during the teleconferencing session will be conducted by roll call vote.

How to view the meeting remotely:

Live television broadcast - Comcast Channel 26

Livestream online at- <https://www.newark.org/departments/city-manager-s-office/agendas-minutes/live-streaming-meetings>

How to participate in the meeting remotely:

Provide live remote public comments, when called upon by the City Clerk:

From a PC, Mac, iPad, iPhone or Android device: <https://zoom.us/j/94879266809> Webinar ID 948-7926-6809 (to supplement a device without audio, or to just call in, please also join by phone: US: +1 669 900 6833, same Webinar ID 948-7926-6809.)

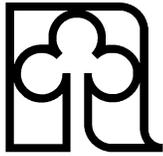
Submission of Public Comments:

Public comments received by 4:00 p.m. on the Council meeting date will be provided to the City Council and considered before Council action. Comments may be submitted by email to City.clerk@newark.org. Comments may also be submitted via e-mail to city.clerk@newark.org at any time prior to closure of the public comment portion of the item(s) under consideration.

Reading of Public Comments: The City Clerk will read aloud email comments received during the meeting that include the subject line “FOR THE RECORD” as well as the item number for comment, provided that the reading shall not exceed five (5) minutes, or such other time as the Council may provide, consistent with the time limit for speakers at a Council meeting and consistent with all applicable laws.

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 at the City Clerk’s Office located at 37101 Newark Boulevard, 5th Floor, during normal business hours. 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 requiring hearing assistance, please make your request to the City Clerk two days prior to the meeting.



CITY OF NEWARK CITY COUNCIL

Virtual Meeting, Newark, CA 94560-3796 • 510-578-4266 • E-mail: city.clerk@Newark.org

Virtual Meeting
Various Locations
6:00 p.m.

Special Agenda Thursday, April 23, 2020

CITY COUNCIL:

Alan L. Nagy, Mayor
Luis L. Freitas, Vice Mayor
Sucy Collazo
Michael K. Hannon
Mike Bucci

CITY STAFF:

David J. Benoun
City Manager

Lenka Hovorka
Assistant City Manager

Gina Anderson
Police Chief

Soren Fajeau
Public Works Director

David Zehnder
Recreation and Community
Services Director

Kristopher J. Kokotaylo
Interim City Attorney

Krysten Lee
Finance Director

Steven M. Turner
Community Development Dir.

Sheila Harrington
City Clerk

Welcome to the Newark City Council meeting. The following information will help you understand the City Council Agenda and what occurs during a City Council meeting. Your participation in your City government is encouraged, and we hope this information will enable you to become more involved. The Order of Business for Council meetings is as follows:

- | | |
|-------------------------------------|-------------------------|
| A. ROLL CALL | I. COUNCIL MATTERS |
| B. MINUTES | J. SUCCESSOR AGENCY |
| C. PRESENTATIONS AND PROCLAMATIONS | TO REDEVELOPMENT AGENCY |
| D. WRITTEN COMMUNICATIONS | K. ORAL COMMUNICATIONS |
| E. PUBLIC HEARINGS | L. APPROPRIATIONS |
| F. CITY MANAGER REPORTS | M. CLOSED SESSION |
| G. CITY ATTORNEY REPORTS | N. ADJOURNMENT |
| H. ECONOMIC DEVELOPMENT CORPORATION | |

Items listed on the agenda may be approved, disapproved, or continued to a future meeting. Many items require an action by motion or the adoption of a resolution or an ordinance. When this is required, the words **MOTION**, **RESOLUTION**, or **ORDINANCE** appear in parenthesis at the end of the item. If one of these words does not appear, the item is an informational item.

The attached **Agenda** gives the **Background/Discussion** of agenda items. Following this section is the word **Attachment**. Unless “none” follows **Attachment**, there is more documentation which is available for public review at the Newark Library, the City Clerk’s office or at www.newark.org. Those items on the Agenda which are coming from the Planning Commission will also include a section entitled **Update**, which will state what the Planning Commission’s action was on that particular item. **Action** indicates what staff’s recommendation is and what action(s) the Council may take.

Addressing the City Council: You may speak once and submit written materials on any listed item at the appropriate time. You may speak once and submit written materials on any item **not** on the agenda during **Oral Communications**. To address the Council, please seek the recognition of the Mayor by raising your hand. Once recognized, come forward to the lectern and you may, but you are not required to, state your name and address for the record. Public comments are limited to five (5) minutes per speaker, subject to adjustment by the Mayor. Matters brought before the Council which require an action may be either referred to staff or placed on a future Council agenda.

No question shall be asked of a council member, city staff, or an audience member except through the presiding officer. No person shall use vulgar, profane, loud or boisterous language that interrupts a meeting. Any person who refuses to carry out instructions given by the presiding officer for the purpose of maintaining order may be guilty of an infraction and may result in removal from the meeting.



CITY OF NEWARK CITY COUNCIL

37101 Newark Boulevard, Newark, CA 94560-3796 • 510-578-4266 • E-mail: city.clerk@newark.org

SPECIAL MEETING

Minutes

Thursday, March 26, 2020

City Administration Building
7:30 p.m.
City Council Chambers

A. ROLL CALL

Mayor Nagy called the meeting to order at 6:00 p.m. Present were Council Members Hannon, Collazo, Bucci, and Vice Mayor Freitas.

B. CITY MANAGER REPORTS

B.1 Adopt an Urgency Ordinance of the City of Newark Enacting a Temporary Moratorium on Evictions Due to Nonpayment of Rent for Residential and Commercial Tenants Where the Failure to Pay Rent is From Income Loss Resulting From the Novel Coronavirus (COVID-19).

URGENCY ORDINANCE NO. 519-U

Vice Mayor Freitas recused himself from Item B.1 due to his interest in real property. Vice Mayor Freitas exited the City Council Chambers.

Interim City Attorney Kokotaylo gave the staff report regarding the COVID-19 pandemic, the declaration of local, state, and national states of emergency and the financial impact the shelter-in-place order will have on residents and businesses. The proposed Urgency Ordinance would enact a temporary moratorium on evictions due to nonpayment of rent for residential and commercial tenants where the failure to pay rent is from income loss resulting from the Novel Coronavirus (COVID-19).

In response to Council Member Collazo, Mr. Kokotaylo stated that the earliest the moratorium would end is May 31. If extended through a local or State declaration of emergency the ordinance would expire 180 days after that date.

Mayor Nagy requested that Section 1.E (tenant to notify landlord of inability to pay rent within 15 days after the date that rent is due) be changed to notify the landlord within seven days with an additional eight days to get the documentation. The City Council agreed to the change.

In response to Council Member Bucci, City Manager Benoun outlined the public outreach efforts that would be used for public notification. He stated that staff would look into Council Member Bucci's suggestion of paid social media advertising.

Council Member Hannon requested that staff include in their public outreach that some banks have initiated forbearance on mortgage payments for 90 days.

No one from the audience spoke.

Council Member Bucci moved, Council Member Collazo seconded, to adopt an urgency ordinance, as amended at the meeting, that establishes a temporary moratorium on evictions due to nonpayment of rent for residential and commercial tenants where the failure to pay rent is from income loss resulting from the coronavirus (COVID-19). The motion passed, 4 AYES, 1 RECUSED (Freitas).

Vice Mayor Freitas returned to the City Council Chambers.

B.2 Oral Update on the City’s response to COVID-19 Local Emergency.

City Manager Benoun gave a brief update on the status of the COVID-19 local emergency.

In response to City Council questions, City Manager Benoun stated that there was no public information available at this time for additional drive-through testing facilities in Alameda County, staff would monitor Federal and State funding opportunities, and that staff could look into local Business License Tax relief.

Mayor Nagy announced that most of the mayors in Alameda County signed a letter to Governor Newsom asking that property tax payments be delayed until July.

Vice Mayor Freitas stated that Business Tax Licenses are already paid for the year.

There were no comments from the audience.

C. ADJOURNMENT

At 6:48 p.m. Mayor Nagy adjourned the City Council meeting.

KATHLEEN L. SLAFTER
Deputy City Clerk



CITY OF NEWARK CITY COUNCIL

37101 Newark Boulevard, Newark, CA 94560-3796 • 510-578-4266 • E-mail: city.clerk@newark.org

City Administration Building
7:30 p.m.
City Council Chambers

Minutes

Thursday, April 9, 2020

A. ROLL CALL

Mayor Nagy called the meeting to order at 7:30 p.m. Present were Council Members Hannon, Collazo, Freitas, and Bucci (via teleconference).

Mayor Nagy stated that if anyone in the audience wanted to address the City Council under Oral Communications, the City Council could move that item to the beginning of the agenda. No one raised their hand to speak.

Mayor Nagy stated that because the meeting was being teleconferenced, City Clerk Harrington would call the roll when the City Council voted.

B. MINUTES

B.1 Approval of Minutes of the City Council meetings of March 12 and 17, 2020. **MOTION APPROVED**

Council Member Hannon moved, Council Member Collazo seconded, to approve the Minutes of the regular City Council meeting. The motion passed, 5 AYES.

C. PRESENTATIONS AND PROCLAMATIONS

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

E.1 Authorization to renew an agreement with Redflex Traffic Systems, Inc. for an automated red-light camera enforcement system.

RESOLUTION NO. 11032
CONTRACT NO. 06003

Mayor Nagy opened the public hearing at 7:35 p.m.

Police Captain Arguello gave a presentation (on file with City Clerk). The Redflex Traffic Systems, Inc. agreement for an automated red-light camera enforcement system expires in April. He stated that staff considered issuing a Request for Proposals;

however, the necessary commitment of city resources and staff costs associated in reviewing and approving new engineering and construction plans, the substantial impact on police staff costs and significant exposure to public safety during the 12 months of inoperability during a change-over period justified a sole-source selection approach. He recommended that the City Council authorize a renewal of the agreement for a period of 5 years with options for an additional 4 years. The pricing for existing services (4 approaches at 3 intersections) would decrease by \$1,400 per month.

No one from the public came forward to speak.

Mayor Nagy closed the public hearing at 8:01 p.m.

Council Member Bucci announced that he would abstain from voting because he was participating via telephone and there were technical difficulties with the council chambers equipment that made it difficult to hear everything.

Council Member Collazo moved, Council Member Hannon seconded to by resolution, authorize the City Manager to renew an agreement with Redflex Traffic Systems, Inc. for an automated red-light camera enforcement system. The motion passed, 4 AYES, 1 ABSTENSION (Bucci).

F. CITY MANAGER REPORTS

Council Member Freitas moved, Council Member Hannon seconded, to approve Consent Calendar Items F.1 through F.7, that the resolutions be numbered consecutively, and that reading of the titles suffice for adoption of the resolutions. The motion passed, 5 AYES.

CONSENT

- F.1 Approval of the Final Map and Subdivision Improvement Agreement for Tract 8498 – Classic (Classic 36304 Newark Boulevard, L.P.), a 9-lot residential subdivision at 36304-36310 Newark Boulevard.**

**RESOLUTION NO. 11033
CONTRACT NO. 20018**

- F.2 Approval of the Final Map and Subdivision Improvement Agreement for Tract 8494 – Magnolia Residences (Goldsilverisland Homes, LLC), a 10-lot residential subdivision at 37256 and 37280 Magnolia Street and 6849 Baine Avenue.**

**RESOLUTION NO. 11034
CONTRACT NO. 20019**

- F.3 Authorize the carry-over unspent appropriation for a mobile command vehicle and amend the 2018-2020 Biennial Budget. RESOLUTION NO. 11035**
- F.4 Approval of a Contractual Service Agreement with Avenu/Muniservices, LLC to provide consulting and auditing services for City of Newark's Utility User Tax revenues and to amend the 2018-2020 Biennial Budget and Capital Improvement Plan. RESOLUTION NO. 11036
CONTRACT NO. 20020**
- F.5 Approval of a Contractual Services Agreement with HdL Coren & Cone for Property Tax Audit and Information Services and to amend the 2018-2020 Biennial Budget and Capital Improvement Plan. RESOLUTION NO. 11037
CONTRACT NO. 20021**
- F.6 Approval of a Contractual Service Agreement with Avenu/MuniServices, LLC to provide consulting and auditing services for the City of Newark's Transient Occupancy Tax and to amend the 2018-2020 Biennial Budget and Capital Improvement Plan. RESOLUTION NO. 11038
CONTRACT NO. 20014**
- F.7 Acceptance of the Comprehensive Annual Financial Report (CAFR) for the period ended June 30, 2019. MOTION APPROVED**

NONCONSENT

- F.8 Oral Update on the City's response to the COVID-19 Local Emergency.**

City Manager Benoun shared information from the Alameda County Public Health Department COVID-19 Dashboard website. The Dashboard reported 24 confirmed cases of COVID-19 in Newark.

City Manager Benoun stated that the Shelter in Place Order was extended to May 3, 2020 with additional protections. He outlined the City's public outreach efforts including a special edition of the Newark News to be distributed next week, public service announcement videos recorded by City Council Members and staff, and updates to the City's website and social media channels.

G. CITY ATTORNEY REPORTS

- G.1 Adopt an Urgency Ordinance of the City of Newark Enacting a Temporary Moratorium on Evictions Due to Nonpayment of Rent for Residential and Commercial Tenants Where the Failure to Pay Rent is From Income Loss Resulting From the Novel Coronavirus (COVID-19).**

URGENCY ORDINANCE NO. 520U

Council Member Freitas recused himself from participation due to his interest in real property. Council Member Freitas left the City Council Chambers.

Interim City Attorney Kokotaylo gave the staff report recommending approval. He stated that this item was brought back to the City Council to ensure proper reading of the title of the ordinance. The substantive provisions remain the same as Urgency Ordinance No. 519 adopted at the previous meeting.

Council Member Collazo moved, Council Member Hannon seconded to introduce by title, waive further reading and adopt an urgency ordinance that establishes a temporary moratorium on evictions due to nonpayment of rent for residential and commercial tenants where the failure to pay rent is from income loss resulting from the coronavirus (COVID-19). The motion passed, 4 AYES, 1 RECUSAL (Freitas).

Council Member Freitas returned to the City Council Chambers.

Council Member Bucci left the City Council meeting at this time.

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

Mayor Nagy welcomed newly hired Police Chief Gina Anderson to the City.

Police Chief Anderson thanked Mayor Nagy and stated that she was warmly welcomed.

Mayor Nagy complimented the Alameda County Health Department for their work on the Covid-19 Dashboard website. He noted that a number of organizations and businesses have helped the community and stated that Newark will come out of this as a stronger community.

Council Member Collazo thanked the residents for abiding by the shelter in place order and social distancing. She stated that she hoped everyone stayed healthy, enjoyed Easter and shopped Newark.

J. CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY

K. ORAL COMMUNICATIONS

No one came forward to speak.

L. APPROPRIATIONS

Approval of Audited Demands.

MOTION APPROVED

City Clerk Harrington read the Register of Audited Demands: Check numbers 120490 to 120732.

Council Member Collazo moved, Council Member Hannon seconded, to approve the Register of Audited Demands. The motion passed, 4 AYES, 1 ABSENT (Bucci).

M. CLOSED SESSION

N. ADJOURNMENT

Mayor Nagy adjourned the meeting at 8:40 p.m.

F.1 Establishing the number of residents in the City of Newark for the purpose of determining the voluntary expenditure ceiling for the November 3, 2020, Municipal Election - from City Clerk Harrington. (RESOLUTION)

Background/Discussion – Pursuant to Newark Municipal Code section 2.11.010, Voluntary Expenditure Ceiling, the City has a voluntary campaign expenditure ceiling for elections to City offices at one dollar (\$1) per resident of the City. The contribution limits were established in 1997 and remained the same until 2007 when the City Council increased the contribution limits. The current contribution limit for any candidate who accepts the voluntary expenditure ceiling is \$500. The contribution limit for any candidate who does not accept the voluntary expenditure ceiling is \$100.

Newark Municipal Code section 2.11.010 requires the City Council, prior to each election for a City elective office, to adopt a resolution that establishes the number of residents in the City. City elective office means the offices of mayor and of members of the city council. The most recent data from the State of California, Department of Finance, *E-1 Population Estimates for Cities, Counties and the State with Annual Percent Change — January 1, 2018 and 2019 Sacramento, California, May 2019*, finds that there are 47,178 residents. Therefore, the amount of the voluntary expenditure ceiling for campaigns for City elective office will be \$47,178 for the November 3, 2020, Municipal Election. This is \$1,756 more than the previous election in 2018.

Attachment - Resolution

Action - City Staff recommends that the City Council, by resolution, establish the number of residents in the City of Newark for the purpose of determining the voluntary expenditure ceiling for the November 3, 2020, Municipal Election.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK ESTABLISHING THE NUMBER OF RESIDENTS IN
THE CITY OF NEWARK FOR THE PURPOSE OF
DETERMINING THE VOLUNTARY EXPENDITURE CEILING
FOR THE NOVEMBER 3, 2020, MUNICIPAL ELECTION

WHEREAS, City of Newark Municipal Code Section 2.11.010 (the “Code”) established a voluntary expenditure ceiling for campaigns for City elective office. City elective office is defined in the Code as “the offices of mayor and of member of the city council”; and

WHEREAS, pursuant to the Code, the voluntary expenditure ceiling was established at an amount equal to one dollar (\$1) per resident of the City for each election to City elective office; and

WHEREAS, pursuant to the Code, the City Council is required to establish, by resolution, the number of residents in the City prior to each election for City elective office.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that, for the sole and exclusive purpose of determining the exact amount of the voluntary expenditure ceiling for campaigns for City elective office, the City Council hereby finds that there are 47,178 residents of the City of Newark, as reflected in the most recent data provided from the State of California, Department of Finance, *E-1 Population Estimates for Cities, Counties and the State with Annual Percent Change — January 1, 2018 and 2019 Sacramento, California, May 2019*.

BE IT FURTHER RESOLVED, that, as established by the Code, the amount of the voluntary expenditure ceiling for campaigns for City elective office is \$47,178 for the November 3, 2020, Municipal Election.

BE IT FURTHER RESOLVED that the determination herein shall apply only to the voluntary expenditure ceiling established in the City of Newark Municipal Code 2.11.010 and shall have no bearing on any other matter.

About the Data

**E-1: City/County Population Estimates with Annual Percent Change
January 1, 2018 and 2019**

State/County/City	Total Population		Percent Change
	1/1/2018	1/1/2019	
California	39,740,508	39,927,315	0.5
Alameda	1,656,884	1,669,301	0.7
Alameda	78,980	79,316	0.4
Albany	19,216	19,393	0.9
Berkeley	122,369	123,328	0.8
Dublin	61,874	64,577	4.4
Emeryville	11,871	11,885	0.1
Fremont	231,252	232,532	0.6
Hayward	158,693	159,433	0.5
Livermore	90,359	91,039	0.8
Newark	47,178	48,712	3.3
Oakland	431,373	432,897	0.4
Piedmont	11,368	11,420	0.5
Pleasanton	79,483	80,492	1.3
San Leandro	89,552	89,825	0.3
Union City	74,058	74,916	1.2
Balance of County	149,258	149,536	0.2
Alpine	1,161	1,162	0.1
Amador	37,920	38,294	1.0
Amador	186	188	1.1
Ione	8,016	7,991	-0.3
Jackson	4,692	4,770	1.7
Plymouth	991	1,012	2.1
Sutter Creek	2,523	2,559	1.4
Balance of County	21,512	21,774	1.2
Butte	227,896	226,466	-0.6
Biggs	1,894	2,066	9.1
Chico	92,861	112,111	20.7
Gridley	6,921	7,224	4.4
Oroville	18,091	21,773	20.4
Paradise	26,423	4,590	-82.6
Balance of County	81,706	78,702	-3.7
Calaveras	45,147	45,117	-0.1
Angels City	3,826	3,840	0.4
Balance of County	41,321	41,277	-0.1
Colusa	22,063	22,117	0.2
Colusa	6,282	6,255	-0.4
Williams	5,438	5,527	1.6

F.2 Authorization for the Public Works Director to renew the contract with Chrisp Company for 2020 Citywide Thermoplastic Street Striping, Project 1242 – from Senior Civil Engineer Tran. (RESOLUTION)

Background/Discussion – On September 13, 2018, the City of Newark awarded a contract to Chrisp Company for the 2018-2019 Citywide Thermoplastic Street Striping, Project 1222, with options to renew annually for up to three (3) additional years. The contractor is agreeable to renewing the contract for 2020 Citywide Thermoplastic Street Striping, Project 1242 at the original contract unit prices. Specifications allow the Public Works Director to exercise renewal of the contract if so approved by the City Council.

The scope of work with this project includes on-call pavement striping on streets other than those included in the planned pavement maintenance projects for the current year. The 2018-2020 Biennial Budget includes full funding for an estimated total project cost of \$15,000 using Highway Users Tax Account funds.

Attachment – Resolution

Action – Staff recommends that the City Council, by resolution, authorize the Public Works Director to renew the contract with Chrisp Company for 2020 Citywide Thermoplastic Street Striping, Project 1242.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE PUBLIC WORKS DIRECTOR
TO RENEW THE CONTRACT WITH CHRISP COMPANY FOR
2020 CITYWIDE THERMOPLASTIC STREET STRIPING,
PROJECT 1242

WHEREAS, the City of Newark entered into a contract with Chrisp Company, pursuant to Resolution No. 10,841, for 2018-2019 Citywide Thermoplastic Street Striping, Project 1222, in the City of Newark, in accordance with plans and specifications for the contract; and

WHEREAS, contract specifications approved the City Council with Project 1222 allow for renewal of the contract annually for up to three (3) additional years; and

WHEREAS, the contractor is agreeable to renewing the contract at the original unit prices for 2020 Citywide Thermoplastic Street Striping, Project 1242.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the Public Works Director is hereby authorized to renew the contract with Chrisp Company for 2020 Citywide Thermoplastic Street Striping, Project 1242.

BE IT FURTHER RESOLVED that the execution of the contract renewals shall be at the discretion of the Public Works Director pursuant to the original project specifications.

F.3 Initiation of the 2020 Weed Abatement Program and setting May 28, 2020 for a public hearing - from Alameda County Deputy Fire Marshal Lee and Assistant Maintenance Superintendent Hornbeck (RESOLUTION)

Background/Discussion – The annual weed abatement program abates weeds on vacant properties that are not properly maintained by property owners to the satisfaction of Alameda County Fire Department (ACFD) Fire Prevention staff. The program is authorized by, and conducted pursuant to, Government Code Sections 39560, *et seq.* The abatement work consists of tractor mowing, supplemented with manual labor to clear weeds abutting fences and remove debris to facilitate the tractor work. There are approximately 125 industrial, residential and commercial parcels that have large areas of vacant ground with seasonal weed growth that could develop into a fire hazard if not properly maintained. These parcels are located throughout the City, as shown on Schedule “A”.

Property owners have the option to make their own arrangements for weed and debris removal. They must get the work completed prior to the schedule set for the City’s weed abatement contractor. The City’s contractor is scheduled to perform weed abatement work in June. Property owners will be asked to return a pre-paid postcard to the City indicating that they will abate their own weeds. ACFD Fire Prevention staff will inspect the properties prior to the abatement of the weeds. This provides sufficient opportunity for the property owners to perform their own work. All properties that the City performs the abatement work on will be assessed the full cost of that work, including administrative costs. Administrative costs are 20% of the cost of the weed abatement services pursuant to the adopted Master Fee Schedule.

With the March 31, 2020 Order of the Health Officer of the County of Alameda (No. 20-04) to continue to shelter-in-place due to the COVID-19 pandemic (the “Revised Order”), additional restrictions were placed on landscaping activities. Landscaping work cannot take place purely for cosmetic or upkeeps purposes. However, mowing to the extent necessary to maintain the safety of residents, employees, or the public is permitted under the Revised Order. Annual weed abatement activities are necessary to mitigate potential fire hazards in order to ensure the safety of the public and should therefore take place even if the Revised Order is still in effect in June.

If necessary, an additional fall program will be scheduled to abate seasonal weeds, like tumbleweeds and re-growth of weeds that occur during the summer months. Prior to any supplemental fall weed abatement work, the City will provide written notices to the affected property owners. A second public hearing for the fall program is not required.

Attachments – Resolution; Schedule “A” - List of Properties for Potential Weed Abatement

Action – Staff recommends that the City Council, by resolution, find and declare that weeds growing on specified properties are seasonal and recurrent nuisances; and rubbish, refuse, and dirt upon parkways, sidewalks, or private property in the City of Newark are public nuisances and must be abated, and setting a time and place for a public hearing.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK FINDING AND DECLARING THAT WEEDS GROWING ON SPECIFIED PROPERTIES ARE SEASONAL AND RECURRENT NUISANCES; AND RUBBISH, REFUSE, AND DIRT UPON PARKWAYS, SIDEWALKS, OR PRIVATE PROPERTY IN THE CITY OF NEWARK ARE PUBLIC NUISANCES AND MUST BE ABATED, AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING

WHEREAS, the City Council of the City of Newark hereby finds and determines that weeds are growing upon the streets, sidewalks, or private property in the City of Newark as hereinafter described, and that rubbish, refuse, and dirt is upon its parkways, sidewalks, or private property hereinafter described in the City of Newark and that said City Council hereby declares that all weeds are growing upon the streets, sidewalks, or private property in said City and all rubbish, refuse, and dirt in parkways, or private property in the said City are a public nuisances and the same are hereby ordered abated in the manner provided in Section 39560 to Section 39586, inclusive, of the Government Code of the State of California: and

WHEREAS, the name of said streets, parkways, sidewalks, and private properties are contained in Schedule "A," attached hereto and incorporated herein by reference and made a part of this resolution as though set forth at length;

NOW, THEREFORE BE IT RESOLVED that the City Clerk is hereby directed to mail written notices of the proposed abatement to all persons owning property described in this resolution, said written notice to be mailed to each person to whom such described property is assessed in the last equalized assessment roll available on the date this resolution is adopted by the City Council. The City Clerk shall complete said mailing at least five (5) days prior to the time for hearing of objections by the legislative body. The notice shall be substantially in the form provided by Section 39566 of the Government Code of the State of California, except that notices shall be signed by the City Clerk and the heading of the notice need not comply with Section 39565 of the Government Code;

BE IT FURTHER RESOLVED that a public hearing to hear objections to the proposed removal of weeds, rubbish, refuse, and dirt will be held by the City Council at its meeting of May 28, 2020.

SCHEDULE "A"
LIST OF PROPERTIES - POTENTIAL WEED ABATEMENT

MAP	APN	OWNER	LOCATION
1	92A-0720-005-10	PRESBYTERY OF SAN FRANCISCO	35450 NEWARK BOULEVARD
2	092-0005-029-09	JESSICA CHENG	6844 MAYHEWS LANDING RD.
3	092-0131-001-09	SRAJ DEVELOPMENT LLC	FILBERT STREET AT SNOW
3.1	092-0131-002-04	SRAJ DEVELOPMENT LLC	37243 FILBERT STREET
3.2	092-0131-003-00	SRAJ DEVELOPMENT LLC	37257 FILBERT STREET
4	092-0021-015-03	MERIDA PLACE LLC	SYCAMORE STREET NEAR GEORGE
5	092-0024-010-00	MARIA L. MARTINS	SYCAMORE STREET NEAR 7303 DAIRY
6	092-0029-022-00	RAO ROSJESH & DESHANDE VIDYASAYAR	36952 MULBERRY STREET
7	092-0045-011-00	ANITRA PRASAD	MAGNOLIA STREET NEAR RICH
8	092-0030-014-03	D & J MELVILLE & P & D CHANG	6717 THORNTON AVENUE
9	092-0030-018-04	LEPAKSHI HOMES LLC	6781 THORNTON AVENUE
9.1	092-0030-017-02	LEPAKSHI HOMES LLC	6765 THORNTON AVENUE
10	092-0032-003-00	ALAN L DANG	DAIRY AVENUE BETWEEN 36805 & 36926
11	092-0041-008-03	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.1	092-0024-017-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.10	537-0521-008-01	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.11	537-0521-008-02	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.12	537-0521-009-02	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.13	092-0054-003-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.14	092-0200-015-01	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.15	092-0253-001-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.16	92A-2165-006-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.17	92A-2300-007-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.18	92A-2300-006-14	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.19	92A-2500-005-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.2	092-0021-016-01	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.20	92A-2500-004-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.21	537-0850-021-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.22	537-0850-020-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.23	537-0850-019-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.24	537-0850-018-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.25	537-0850-017-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W

SCHEDULE "A"
LIST OF PROPERTIES - POTENTIAL WEED ABATEMENT

11.26	092-0054-002-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.27	092-0068-003-02	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.28	092-0069-002-02	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.29	092-0069-003-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.3	092-0021-016-02	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.30	092-0067-012-05	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.31	092-0067-014-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.32	092-0067-019-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.33	092-0067-020-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.34	092-0065-002-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.35	092-0064-010-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.36	92A-1095-129-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.37	92A-1100-058-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.38	92A-1105-014-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.39	92A-2000-004-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.4	092-0015-004-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.40	92A-2010-002-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.41	092-0127-021-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.42	092-0127-020-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.43	092-0067-012-05	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.5	92A-0506-107-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.6	92A-0506-106-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.7	92A-0501-030-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.8	92A-0502-090-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
11.9	92A-0620-061-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
12	92A-2143-041-00	AMELIA SILVEY	6163 ROBERTSON AVENUE
13	092 025501100	CHANG INCOME PROPERTY PARTNERSHIP LP	37200 SYCAMORE ST
14	537-0850-002-00	PICK-N-PULL AUTO DISMANTLERS	7400 MOWRY AVENUE
15	537-0460-007-25	H AZAD & B PIRGHIBI ETAL	6953 JARVIS AVENUE
16	092-0031-019-00	AHMAD ABRAR & NARGIS	6991 THORNTON AVE (primary address undetermined)
18	901-0111-009-00	A&P CHILDRENS INVESTMENTS LLC	CEDAR BOULEVARD (near Eucalyptus Grove)
19	092A-2165-009-04	PABCO BUILDING PRODUCTS	REDEKER PLACE AT CHERRY
20	92A-0501-034-13	SF BAY WILDLIFE REFUGE c/o J. Bradley	CEDAR BOULEVARD

SCHEDULE "A"
LIST OF PROPERTIES - POTENTIAL WEED ABATEMENT

23	537 046001400	FULL BLOOM BAKING CO BUILDING FUND LLC	6500 OVERLAKE PL
23.1	537 046001300	PS NORTHERN CA NEWARK INC	6800 OVERLAKE PL
24	092-0075-004-02	SARWAT & COLETTE FAHMY TRS	CHERRY STREET
24.1	092-0075-005-02	SARWAT & COLETTE FAHMY TRS	CHERRY STREET
25	092-0210-002-01	NEWARK INDUSTRIAL PARTNERS LLC	CENTRAL AVENUE & MORTON
26	537-0460-007-28	FRANCISCAN GLASS COMPANY	35255 FIRCREST STREET
26.1	537-0460-021-01	FRANCISCAN GLASS COMPANY	FIRCREST STREET
27	092-0083-009-00	SUNITA & ANANDRA SINGH	36915 LOCUST STREET
28	92A-2300-006-12	SKW MBT OPERATIONS INC . (BASF)	38403 CHERRY STREET
29	92A-0750-008-00	ALPHA & PRIVATE INVS LLC	35660 CEDAR BOULEVARD
29.1	92A-0750-008-00	ALPHA & PRIVATE INVS LLC	35588 CEDAR BOULEVARD
30	92A-2143-042-00	PO LAM CHEUNG	6179 ROBERTSON AVENUE
32	092-0061-011-00	GOLDSILVERISLAND HOMES LLC	6849 BAINE AVENUE
33	901-0188-006-00	LION NEWARK SHOPPING CNTR.	39055 CEDAR BOULEVARD
34	092-0126-019-00	SMCTD	SMCTD RAILROAD R-O-W LOCUST & ELM
34.1	092-0125-017-00	SMCTD	SMCTD RAILROAD R-O-W WALNUT & LOCUST
34.2	092-0124-022-00	SMCTD	SMCTD RAILROAD R-O-W SPRUCE & WALNUT
34.3	092-0119-099-00	SMCTD	SMCTD RAILROAD R-O-W SPRUCE
34.4	092-0100-008-02	SMCTD	SMCTD RAILROAD R-O-W WILLOW
34.5	092-0100-008-01	SMCTD	SMCTD RAILROAD R-O-W WEST OF WILLOW
35	537-0852-001-02	FMC CORPORATION	8787 ENTERPRISE DR.
36	092-0115-011-00	SHH PROJECT OWNER LLC	37445 WILLOW STREET
36.1	092-0100-004-02	HONEYWELL INTERNATIONAL INC	WILLOW STREET NORTH OF ENTERPRISE
38	92A-0720-025-00	MAURICE LADRECH LIVING TRUST	35178 NEWARK BOULEVARD
39	92A-2143-040-01	DAVID & ARBUTUS MILANI	ROBERTSON AVENUE AND HONEYSUCKLE
43.1	537-0850-004-00	NEWARK PARTNERS LLC	MOWRY AVENUE WEST OF TRACKS
44	092-0124-014-00	TOMAS & CONCEPCION M. SIERRA	RAILROAD AVENUE SPRUCE & WALNUT
45	092-0125-010-00	STANLEY R. CHERRY TRS	7843 RAILROAD AVE BETWEEN LOCUST & WALNUT
47	92A-1036-029-02	ASHIT JAIN	6214 THORNTON AVENUE
48	092-0134-002-00	VERN HARM (SON) FAY LOUIE TRUST Wayland Louie, Successor Trustee	RAILROAD AVE BETWEEN LOCUST & ELM
49	092-0135-023-00	SEAMONKEY LLC	WALNUT STREET CORNER LOT

SCHEDULE "A"
LIST OF PROPERTIES - POTENTIAL WEED ABATEMENT

53	92A-1036-031-02	JOHN JR & SHIRLEY ELIZARREY TRS	6152 THORNTON AVENUE
54	092A-1036-041-00	JOSEPH & LILY AU TRS	NEWARK BOULEVARD AND CIVIC TERR
55	092-0252-001-00	NORDSTROM, INC.	37599 FILBERT STREET
57	092-0030-016-02	LEPAKSHI HOMES LLC	6749 THORNTON AVENUE
58	092-0041-002-01	SIMON TANIOS	36964 ASH STREET
61	92A-2586-076-00	YU-JEH L. WANG	BIRCH STREET ON CEDAR
62	092-0100-007-05	CITY & CO SF WATER DEPT	WILLOW STREET
62.1	092-0140-003-02	CITY & CO SF WATER DEPT	WILLOW STREET
62.10	92A-2357-031-00	CITY & CO SF WATER DEPT	WILLOW STREET
62.11	92A-2416-015-00	CITY & CO SF WATER DEPT	WILLOW STREET
62.12	92A-2416-013-00	CITY & CO SF WATER DEPT	WILLOW STREET
62.13	92A-2585-002-00	CITY & CO SF WATER DEPT	WILLOW STREET
62.14	92A-2585-027-00	CITY & CO SF WATER DEPT	WILLOW STREET
62.15	92A-2588-002-01	CITY & CO SF WATER DEPT	WILLOW STREET
62.2	092-0116-004-00	CITY & CO SF WATER DEPT	WILLOW STREET
62.3	092-0145-010-01	CITY & CO SF WATER DEPT	WILLOW STREET
62.4	092-0146-023-00	CITY & CO SF WATER DEPT	WILLOW STREET
62.5	092-0068-001-00	CITY & CO SF WATER DEPT	WILLOW STREET
62.6	092-0074-002-00	CITY & CO SF WATER DEPT	WILLOW STREET
62.7	092-0074-002-00	CITY & CO SF WATER DEPT	WILLOW STREET
62.8	092-0075-007-00	CITY & CO SF WATER DEPT	WILLOW STREET
62.9	92A-2141-002-00	CITY & CO SF WATER DEPT	WILLOW STREET
63	92A-0623-043-00	MAYHEWS PLACE LLC	36589 NEWARK BLVD
65	092-012701-300	PKA PHARMACEUTICAL INC.	37079 ASH ST.
68	920 14000600	TRUMARK HOMES	8333 ENTERPRISE DR.
70	092A258800704	COUNTY OF ALAMEDA	TIMBER ST. AT CEDAR CT.
71	092 010001103	UNITED STATES OF AMERICA	THORNTON AVE
	901 019501800	SHIVAM REAL ESTATE LLC do not sent card to SCW Holdings at 55 Mowry Ave	5600 JOHN MUIR

F.4 Adopt a resolution designating, by title, the City Manager, Assistant City Manager, and Finance Director as Authorized Agents and authorizing the California Governor’s Office of Emergency Services (Cal OES) Form 130 - Designation of Applicant’s Agent Resolution for Non-State Agencies - Finance Director Lee. (RESOLUTION)

Discussion/Background - On March 13, 2020, the President of the United States declared a nationwide emergency and, on March 22, 2020, approved Major Declaration FEMA-4482-DR-CA (DR-4482), making federal emergency and major disaster aid available to eligible public agencies for the Coronavirus (COVID-19) pandemic.

Before 2013, only State agencies were required to designate authorized agents to execute for and on behalf of the State under federal law. FEMA and the Department of Homeland Security, through the actions of Congress, are attempting better coordination of Federal, State, County, and local agencies, so as a result California Governor’s Office of Emergency Services (Cal OES) requires that specified City Officials be designated as Authorized Agents to act on the City’s behalf to engage with FEMA and the Governor’s Office of Emergency Services regarding any potential grants applied for by the City of Newark.

Staff has completed the Cal OES Form 130 - Designation of Applicant’s Agent Resolution for Non-State Agencies to designate, by title, the City Manager, Assistant City Manager, and Finance Director as Authorized Agents. Designation by title allows the document to remain valid for three years if an Authorized Agent leaves the position and is replaced by another individual in the same title. This resolution applies to all open and future disasters up to three (3) years following the Council’s date of approval.

Attachments – Resolution, Cal OES 130 Form - Designation of Applicant’s Agent Resolution for Non-State Agencies

Action - Staff recommends that the City Council adopt a resolution designating, by title, the City Manager, Assistant City Manager, and Finance Director as Authorized Agents and authorizing the California Governor’s Office of Emergency Services (Cal OES) Form 130 - Designation of Applicant’s Agent Resolution for Non-State Agencies.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK DESIGNATING, BY TITLE, THE CITY MANAGER, ASSISTANT CITY MANAGER, AND FINANCE DIRECTOR AS AUTHORIZED AGENTS AND AUTHORIZING THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL OES) FORM 130 - DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

WHEREAS, on March 13, 2020, the President of the United States declared a nationwide emergency and, on March 22, 2020, approved Major Declaration FEMA-4482-DR-CA (DR-4482), making federal emergency and major disaster aid available to Public Agencies for the Coronavirus (COVID-19) pandemic; and

WHEREAS, the California Governor's Office of Emergency Services (Cal OES) requires that specified City Officials be designated as Authorized Agents to act on the City's behalf to engage with the Federal Emergency Management Agency (FEMA) and the Governor's Office of Emergency Services regarding grants applied for by the City of Newark; and

WHEREAS, staff has completed the Cal OES Form 130 - Designation of Applicant's Agent Resolution for Non-State Agencies to designate, by title, the City Manager, Assistant City Manager, and Finance Director as Authorized Agents; and

WHEREAS, Designation by title allows the document to remain valid for three years if an Authorized Agent leaves the position and is replaced by another individual in the same title; and

WHEREAS, This is a universal resolution and is effective for all open and future disasters up to three (3) years following the Council's date of approval.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark, that the City Council hereby adopts a resolution designating, by title, the City Manager, Assistant City Manager, and Finance Director as Authorized Agents and authorizing the California Governor's Office of Emergency Services (Cal OES) Form 130 - Designation of Applicant's Agent Resolution for Non-State Agencies, attached hereto and incorporated herein by reference.

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEWARK
(Governing Body) (Name of Applicant)

THAT CITY MANAGER, OR
(Title of Authorized Agent)

ASSISTANT CITY MANAGER, OR
(Title of Authorized Agent)

FINANCE DIRECTOR
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the CITY OF NEWARK, a public entity
(Name of Applicant)
established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the CITY OF NEWARK, a public entity established under the laws of the State of California,
(Name of Applicant)
hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
- This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 23 day of APRIL, 2020

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, SHEILA HARRINGTON, duly appointed and CITY CLERK of
(Name) (Title)
CITY OF NEWARK, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the CITY COUNCIL of the CITY OF NEWARK
(Governing Body) (Name of Applicant)

on the 23 day of APRIL, 20 .

(Signature)

CITY CLERK
(Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.
Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving Board Members.
Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.
Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification.")

F.5 Approval of a First Amendment to a Contractual Services Agreement with Hurst/Harrigan Associates for retail retention and attraction services at NewPark Mall – from Community Development Director Turner. (RESOLUTION)

Background/Discussion – In April 2018, the City Council adopted the NewPark Place Specific Plan (the “Plan”), which is a comprehensive, long-term land use planning document intended to guide development at NewPark Mall and the surrounding areas as identified in the Plan. Since adoption of the Plan, City staff has worked with Brookfield Property Inc. (Brookfield), the current owner of NewPark Mall, to implement the Plan. Brookfield’s initial implementation proposal includes a residential/ground-floor retail building and adjustments to the Plan to accommodate future residential and retail phases.

The challenge for the City is to take advantage of the strength of the residential market that will support the initial development while ensuring the NewPark Mall retail is strengthened to support the objectives of the Plan. Staff feels it is appropriate for the City to have independent advice on the retail development to ensure the Plan’s regional retail goals are achieved.

The City has taken several steps already to ensure that NewPark Place retail and commercial vision is carried through each implementation phase. An initial step was to hire Ms. Pat Hurst of Hurst/Harrigan Associates (HHA) to serve as the City’s retail consultant. In November 2019, the City Manager executed a contract with HHA for compensation not to exceed \$49,000 to provide assistance with repositioning the proposed NewPark Place as a regional retail destination as envisioned in the City’s Specific Plan. The Plan’s vision describes NewPark Place as a great place to visit for residents and visitors, while strengthening the City’s sales tax revenue. This vision has to be achieved in the context of a competitive marketplace, which requires evaluating retail demand data and using retail industry expertise to advocate for and guide tenanting of a robust retail destination. In other words, HHA is acting to secure tenant interest to achieve the NewPark Place vision. This expertise is necessary as staff evaluates development plans submitted by Brookfield now and in the future, and continually advances the envisioned retail destination.

Under the initial contract, the foundational demographic and market demand research and analysis of the retail trade area is substantially complete, and identification of retail tenants that may be interested in this location is underway. This foundational work supports the next phase: retail retention and attraction services, with attendant negotiations and site planning. In summary, the services the consultant provided under the existing contract and the proposed amendment include five major categories: (1) Evaluate existing tenants and property, and develop standards for competitive retail management, (2) Assess trade area characteristics including a demand and demographic analysis, (3) Develop tenant plan, (4) Implement tenant retention and attraction, and, (5) Negotiate with property owners and potential tenants.

Fiscal Impact - The proposed resolution authorizes an increase in the total not to exceed compensation by \$76,752 to \$125,752. This will provide funding to continue the work outlined above and as set forth in detail in the Exhibit 1 Scope of Services attachment to the resolution.

The consultant's schedule and work will depend on factors beyond consultant's or city's control such as the NewPark property owners' timing, project phasing and market conditions. It is possible that additional funds will be requested at a future date due to the multi-year implementation of NewPark Place. However, this amendment will represent the City's interest, and support review of project submittals in the near term. A budget amendment is not necessary because the existing budget contains appropriations for contract services in the Economic Development Division.

Attachments – Resolution, First Amendment to the Contractual Services Agreement

Action – Staff recommends that the City Council adopt a resolution authorizing the City Manager to Execute a First Amendment to the Contractual Services Agreement with Hurst/Harrigan Associates to Provide Professional Retail Consulting Services.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF NEWARK AUTHORIZING THE CITY MANAGER
TO EXECUTE A FIRST AMENDMENT TO THE
CONTRACTUAL SERVICES AGREEMENT WITH
HURST/HARRIGAN ASSOCIATES TO PROVIDE
PROFESSIONAL CONSULTING SERVICES FOR
RETAIL RETENTION AND ATTRACTION

WHEREAS, the City of Newark awarded a Contractual Services Agreement to Hurst/Harrigan Associates, dated November 22, 2019, for professional retail services for the repositioning of the NewPark Mall (the "Agreement"); and

WHEREAS, pursuant to Resolution No. 10421, Purchasing Rules and Regulations, the City Manager executed the Agreement; and

WHEREAS, the City finds that there is a need for additional services to achieve the vision for the NewPark Place and increase sales tax for the City, and desires to amend the Agreement to provide additional funding for an expanded scope of services that are provided by Consultant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Manager is hereby authorized to execute the first amendment to the Contractual Services Agreement, in a form attached hereto as Exhibit A, with Hurst/Harrigan Associates to provide professional services for the development of a retail retention and attraction services, and to increase the not to exceed amount of the Agreement, by \$76,752, for a total not to exceed amount of \$125,752.

BE IT FURTHER RESOLVED, that the City Manager is authorized to make any amendments necessary to the Contractual Services Agreement, in a form approved by the City Attorney, consistent with the intent of this Resolution.

**FIRST AMENDMENT TO THE
CONTRACTUAL SERVICES AGREEMENT
BETWEEN THE CITY OF NEWARK AND
HURST/ HARRIGAN ASSOCIATES**

This First Amendment to Contractual Services Agreement between the City of Newark, a municipal corporation, (“City”) and Hurst Harrigan Associates, an S corporation (“Consultant”) (together sometimes referred to as “Parties”) dated November 22, 2019, is entered into as of April ____, 2020 for retail retention and attraction services.

RECITALS

WHEREAS, the Parties executed a Contractual Services Agreement (the “Agreement”) to provide professional general advisory services for the repositioning of NewPark Mall into the NewPark Place by the mall owners, including Brookfield, Macy’s and Seritage, as envisioned in the NewPark Place Specific Plan; and

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

WHEREAS, the Parties desire to amend the Agreement, to provide additional funding and term for an expanded scope of services that are provided by Consultant as set forth in Exhibit 1; and

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. Exhibit A, Scope of Services, of the Agreement, is amended to provide the additional scope of work, additional payment, and additional time to complete the services as identified in Exhibit 1 attached hereto and incorporated herein by reference.
2. Section 3.A. “Not to Exceed” Compensation, of the Agreement, is amended to increase the not to exceed compensation by \$76,752, for a total not to exceed amount of \$125,752 (from a previous not to exceed amount of \$49,000) and Exhibit B to the Agreement is revised accordingly to reflect the increased not to exceed amount.
3. Section 18, Term of Agreement, is amended to provide for the automatic termination of the agreement upon completion of the services, as determined by the City, or December 31, 2023 whichever occurs first.
4. With the exception of the foregoing, all other terms and conditions in the Agreement, as amended, remain in force and effect.

City of Newark

Consultant

David J. Benoun
City Manager

Pat S. Hurst
Hurst/Harrigan Associates

Dated: _____

Dated: _____

Attest:

Sheila Harrington
City Clerk

Approved as to Form:

Kristopher J. Kokotaylo
Interim City Attorney

EXHIBIT 1

HURST HARRIGAN ASSOCIATES AGREEMENT FIRST AMENDMENT

SCOPE OF SERVICES, COMPENSATION AND TERM

Consultant shall provide services for Retail Retention and Attraction (hereinafter “Services”) which provides a strategy for establishing a desirable increase, upgrade and diversity in the mix of retail uses in the NewPark Mall in the City of Newark (“City”). The Consultant will assist the City to attract quality regional and national retailers to NewPark Mall (Mall). The services will also emphasize the retention of successful, quality business now located in the Mall. This program will support the repositioning of NewPark Mall into NewPark Place (NewPark Place) as envisioned in the City’s Specific Plan, as set forth in the original agreement dated November 22, 2020.

Section 1. General.

- A. The performance of all services by Consultant shall be to the satisfaction of the City.
- B. All of the services to be furnished by Consultant under this Agreement shall be of the highest professional standard and quality which prevail among retail real estate Consultants of superior knowledge and skill engaged in related work throughout California under the same or similar circumstances.
- C. Consultant shall coordinate all services with the City’s staff and separate Consultants and contractors performing work to achieve NewPark Place, as necessary.
- D. Consultant shall attend meetings as directed by staff and as necessary in order to complete all services contemplated herein to the satisfaction of City.
- E. Consultant shall commence work at the direction of the Director of Community Development, which direction shall take the form of a Notice to Proceed that specifies the service, deliverable and schedule per the tasks set forth below.

Section 2. Services to achieve NewPark Place Specific Plan Vision

For purposes of this scope of services, the area identified as NewPark Place Specific Plan will refer to the areas owned by Brookfield Properties, Seritage, and Macy’s which are within the NewPark Mall Road (Perimeter Road) plus the Brookfield Properties site at 4000 NewPark Mall Rd.

Task 1. Evaluate Mall Operations & Tenant Mix - Consultant will complete the work started on the evaluation of the physical layout of the Mall, operations, and existing tenant mix. Consultant will work with staff and experts to analyze and rank NewPark performance in comparison with industry standards, and in comparison with other Bay Area regional retail centers. Consultant will prepare recommendations for retail management standards, the operating practices that support tenants and draw customers. Retail standards typically include maintenance and repair standards, emergency response plans, signage and wayfinding master plans, shopping center marketing, public

events and attractions, and public area and place-making strategies. Retail standards will be used to confirm the expectations between all parties of the caliber of tenant and customer support and engagement. **Deliverables:** Written list of recommended retail management standards by item with definition. **Timeline for Completion:** at direction of Community Development Director; **Cost Estimate: \$5,000**

Task 2. Assess Trade Area Characteristics - Consultant will complete the assessment of current and potential customers within the trade area who could be served by a regional retail destination. Analysis may be based on radius and drive time, and includes analysis of critical population characteristics (population, average income, education, age and family size, etc.) for residents, with some detail for employees in the trade area. Demographics may also characterize customers by life style preferences and spending choices including identifying where Newark trade area shoppers travel for goods not offered locally. Demographics will be analyzed in comparison with other (comparable) retail trade areas that have attained strong retail offerings. The comparisons will help staff, brokers and retailers understand the potential for currently un- or under-represented retail in the regional trade area. Demographic data will be translated into demand for goods and store space so retailers know whether a new store will be profitable. Data from multiple sources will be cross checked for reliability. The effect of competition from nearby centers including Union Landing, Pacific Commons and Valley Fair will be quantified. **Deliverables:** Written report consisting of demographic data and analyses supported by oral presentation, intended for use to complete other tasks described within this agreement. **Timeline for Completion:** Initial phase complete, updates ongoing; **Cost Estimate: \$32,000.**

Task 3. Retail Void & Opportunities Study - Consultant will quantify the amount of potential demand in the regional trade area for retail goods (by category) and retail stores (by store type, such as general merchandise, or home furnishings). The quantified demand is needed to translate the demographic information (Task 2) into a Retail Tenant Plan. The Plan will include potential tenants that fill the retail void, co-tenant synergies and potential sales tax generation. **Deliverables:** Written report consisting of data, results, and analyses supported by oral presentation, intended for use to complete other tasks described within this agreement. Oral reports on an as-needed basis as directed by City staff. **Timeline for Completion:** Initial phase complete, updates ongoing. Complete Retail Tenant Plan by June 2020. Updates ongoing; **Cost Estimate: \$50,000.**

Task 4. Retail Tenant Retention and Attraction - Consultant will begin the implementation of the Retail Tenant Plan by assisting and guiding the preparation of marketing packages and sales presentations to retailers identified in the Retail Tenant Plan, (Task 3)). As tenant attraction is usually a multi-year process due to the extensive due diligence required for financial investment of new stores in a highly competitive site selection environment, this task may require repeated proposals and negotiations in an ongoing effort to address tenant needs. Activities will also include maintaining on-going communication with brokers and tenants regarding competing retail centers. **Deliverables:** Ongoing oral reports including descriptions of new opportunities, status of “in-process” discussions and negotiations, corporate approvals and disapprovals; refinement of the Retail Tenant Plan. **Timeline for Completion:** Ongoing until end of term of agreement; **Cost Estimate: \$21,752**

Task 5. Attend Brookfield, Seritage, Macy’s Meetings, Tenant Tours, Advise on Specific Plan – Assist staff with Brookfield and other property owner retail negotiations including improving

and contracting existing Mall tenant mix, and provide recommendations on re-tenanting vacant store space. Assist staff with revisions to the Specific Plan, including advice on public spaces, retailer visibility, and customer draws. **Timeline:** Complete initial phase June 2020; on-going activities to conclude at end of agreement term. **Cost Estimate: \$17,000**

Section 5. Term of Agreement

The term of the original agreement is amended to expire December 31, 2023

EXHIBIT 2

**HURST HARRIGAN ASSOCIATES AGREEMENT
FIRST AMENDMENT**

RATE SCHEDULE

Note: Rate Schedule is unchanged from Original Contract dated November 22, 2019
It is provided here as information to the Council

HOURLY FEE SCHEDULE

Current hourly rates are:

\$425 per hour, Principal billing rate;

\$275 per hour, Senior Consultant billing rate;

\$175 per hour; Technical support; and,

\$130 per hour, Administrative support.

*Note: All hourly fees will adjust by 5% starting January 2021.

EXPENSE REIMBURSEMENTS

Expenses are limited to ordinary and customary costs for travel time; airfares; hotels; ground transportation/mileage; telephone calls; delivery; graphics, and printing; entertainment/meals; meals while traveling; postage; and pre-approved conferences, etc. Expenses typically run 12% of the total contract amount unless special requests are made for extensive travel and entertainment.

F.6 Acceptance of the SB 2 Planning Grant Award Authorizing Receipt of the Funds to be used toward the Old Town Newark Specific Plan– from Deputy Community Development Director Interiano. (RESOLUTION)

Background/Discussion – City staff is requesting City Council authorization to accept the grant award associated with the SB2 Planning Grants Program. On November 14, 2019, the City Council approved a resolution authorizing staff to apply for the planning grant that would reimburse the City for costs associated with the preparation of the Old Town Newark Specific Plan. The Community Development Department was recently notified that the City’s grant application was approved and awarded the full amount of \$160,000.

By way of background, the State Department of Housing and Community Development received \$123 million under Senate Bill 2 (SB 2, 2017) Planning Grants Program (PGP). SB 2 established a permanent source of funding from real estate recording fees to increase the affordable housing stock in California. The legislation directs the Department of Housing and Community Development to use 50 percent of the first year’s revenue to establish a program that provides financial and technical assistance to local governments to update planning documents and land-use ordinances. The PGP is intended for the preparation, adoption, and implementation of plans that streamline housing approvals and accelerate housing production.

Staff identified the proposed Old Town Newark District Specific Plan project as a project that qualifies for this planning grant. The specific plan project will guide the transformation of the “Old Town” area into a vibrant mixed-use area with attractive ground floor retail with residential uses above the ground floor, as well as improvements to the streetscape. The project meets eligible activities of the grant application by establishing a specific plan and an environmental analysis, which facilitates expedited local approval of qualifying residential projects. In addition, the specific plan will review existing zoning regulations to identify barriers to housing production in the area. The plan will also address unique development challenges of fragmented ownership and the need to blend with surrounding single-family neighborhoods. Specialized development standards to guide development will be identified. Schematic designs for the Historic District Streetscape Improvements will also be included. Streetscape improvements are a key to improving the area and catalyzing development.

The Old Town Newark District Specific Plan project began in April 2018, and is expected to be completed later this year. The PGP grant allows funding to be used toward projects that have already begun and that meet the goals of the grant program. The grant allows reimbursement of funds expended after March 28, 2019 and before June 30, 2022.

If City Council authorizes acceptance of the SB 2 Planning grant award, services related to the Old Town Newark Specific Plan project shall be reimbursed up to \$160,000. The Old Town Newark Specific Plan was programmed in the 2018-2020 Biennial Budget for an amount not-to-exceed \$381,020, thus providing a significant savings to the City for the cost of the project. If approved, the attached resolution reflects the amendments to the 2018-2020 Biennial Budget.

Staff is requesting authorization from City Council to accept the funding for the SB2 Planning Grant Program as awarded per the attached HCD Standard Agreement.

Attachments – HCD Standard Agreement and Resolution

Action – Staff recommends that the City Council, by resolution, approve the receipt of the grant award of \$160,000 from the Department of Housing and Community Development SB 2 Planning Grants Program and amend the 2018-2020 Biennial Budget and Capital Improvement Plan.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE CITY TO ACCEPT THE SB 2
PLANNING GRANT AND AMENDING THE FY2019-2020
BUDGET

WHEREAS, in March of 2019, the City was offered an opportunity by the State Department of Housing and Community Development to apply for a grant to support projects which accelerate and streamline housing; and

WHEREAS, the Community Development Department, as authorized by City Council Resolution in November 2019, applied for grant funding to support the completion of the Old Town Newark Specific Plan; and

WHEREAS, on March 30, 2020, the State Department of Housing and Community Development awarded the City \$160,000 in grant funding to reimburse services related to the completion of the Old Town Newark Specific Plan with the overall goal to provide a framework in which an increase in residential units of various development types and price levels can be achieved; and

WHEREAS, in order to accomplish the goal of developing and implementing the strategies that will be set forth in the Old Town Newark Specific Plan, the City has retained Rhoades Planning Group to perform the services required to accomplish a draft specific plan for City Council's consideration.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Manager or his or her designee is authorized to accept the SB 2 Planning Grant and take all actions necessary to effectuate receipt of funds from the SB 2 Planning Grant.

BE IT FURTHER RESOLVED that the FY2019-2020 Budget is amended as follows:

To Account:	025-5200-3490	Revenue	\$160,000
	025-5200-5280	Expenditure	\$160,000

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
ADMINISTRATION AND MANAGEMENT DIVISION
Business and Contract Services Branch
Contracts Office

2020 W. El Camino Avenue, Suite 130, 95833
P. O. Box 952054
Sacramento, CA 94252-2054
(916) 263-6928 / FAX (916) 263-6917
www.hcd.ca.gov



MAR 30 2020

Steven Turner
Community Development Director
City of Newark
37101 Newark Boulevard
Newark, CA 94560

RE: Grant 19-PGP-13870

Dear Steven Turner:

Congratulations on your Planning Grants Program (PGP), 2019 NOFA award. Attached is an electronic copy of the Standard Agreement ("Agreement") with Exhibits A through E:

A. Standard Agreement Contents (STD 213 and Exhibits A through E)

STD 213 - Cover page

Exhibit A - Authority, Purpose and Scope of Work

Exhibit B - Budget Detail and Payment Provisions

Exhibit C* - State of California General Terms and Conditions - GTC 04/2017

**Exhibit C is now incorporated by reference; please see the STD 213 for additional information.*

Exhibit D - PGP Terms and Conditions

Exhibit E - Special Conditions

B. For expeditious handling of the contract, the Department offers two options for returning signed STD 213; please complete the following:

1. Review the entire Agreement thoroughly and, if necessary, discuss the requirements with your legal and financial advisors.
2. The person or persons authorized by the Resolution(s), must provide an **original signature, printed name, title and date, must use blue ink**, on the lower left-hand section entitled "Contractor" on the STD 213 and/or on page 2 of the STD 213, if applicable.
3. **Option One:** For electronic signature processing, reply to this Standard Agreement

email notification with the attached, fully signed STD 213 page(s). All signatures must be original and in **blue ink**. All signers must be included in the reply email and confirm acceptance of e-signing the Agreement.

4. **Option Two:** Print five copies of the Standard Agreement, STD 213. Do not send photocopies of the signed STD 213 page(s). All five copies must be an original signature with **wet, blue ink**; do not return the Exhibits to HCD.
5. **Note:** If the resolution did not authorize a designated official to sign the STD 213 and amendments thereto, your governing body must adopt a resolution authorizing a designated official(s) to sign the STD 213 and any subsequent amendments. If the authorized designee as reflected in the resolution, the awarded NOFA amount or your entity status has changed, you are required to provide, to the Department, a new resolution consistent with the terms of the NOFA award and adopted by your Board.
6. Return the e-signed copy or the five signed copies of the STD 213; and, if applicable, the certified resolution within 30 days from the date of this letter to the following address:

**Department of Housing and Community Development
Business & Contract Services Branch
Contracts Office, Attn. Kelvin Singh
2020 West El Camino Avenue, Suite 130
Sacramento, CA 95833**
7. Maintain a complete electronic version of the contract Agreement, STD 213 and Exhibits, for your pending file. **Note: The contract is not effective until it is signed by the Awardee's designated official and the Department.**

The Department reserves the right to cancel any pending Standard Agreement in its entirety if not returned within the required 30-day period.

Please contact Planning Grants Program Manager, Paul McDougall, at paul.mcdougall@hcd.ca.gov, if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,



Kelvin Singh
Contract Analyst

Attachment
cc: Planning Grants Program, John Buettner

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-PGP-13870

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME
City of Newark

2. The term of this Agreement is:

START DATE
Upon HCD Approval

THROUGH END DATE
12/31/2022

3. The maximum amount of this Agreement is:
\$160,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Table with 3 columns: EXHIBITS, TITLE, PAGES. Rows include Exhibit A through E and a total row.

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Newark

CONTRACTOR BUSINESS ADDRESS
37101 Newark Boulevard

CITY
Newark

STATE
CA

ZIP
94560

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS
2020 W. El Camino Ave., Suite 130

CITY
Sacramento

STATE
CA

ZIP
95833

PRINTED NAME OF PERSON SIGNING
Synthia Rhinehart

TITLE
Contracts Manager,
Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

Pursuant to Health and Safety Code section 50470, subdivision (b)(1)(A), the State of California Department of Housing and Community Development (the "Department" or "State") has established the Planning Grants Program ("PGP," or the "Program" as defined in Section 102 of the Guidelines) for Local Governments and Localities. This Standard Agreement, along with all its exhibits (the "Agreement"), is entered into under the authority of, and in furtherance of, the purpose of the Program. Pursuant to Health and Safety Code Section 50470, subdivision (d), the Department has issued the Senate Bill 2 Planning Grants Program Year 1 Guidelines (the "Guidelines") dated December 2018 governing the Program, and a Notice of Funding Availability ("NOFA") dated March 28, 2019.

2. Purpose

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. The Department has agreed to make the grant to provide financial assistance for the preparation, adoption and implementation of a plan for Accelerating Housing Production and Streamlined Housing Production (as defined in Section 102 of the Guidelines) pursuant to the terms of the Guidelines, the NOFA, and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions of the Guidelines, the NOFA, this Agreement, the representations contained in the application, and the requirements of the authority cited above. Based on the representations made by the Grantee, the State shall provide a grant in the amount shown in Exhibit B, Section 2.

3. Definitions

Terms herein shall have the same meaning as definitions in Section 102 of the Guidelines.

4. Scope of Work

Update planning documents, entitlement processes or zoning ordinances in accordance with the Grantee's Schedule F: Project Timeline and Budget, as provided by the Grantee in the SB 2 Planning Grant Program application used for subsequent approval by the Department.

5. Department Contract Coordinator

The Contract Coordinator of this Agreement for the Department is the Housing Policy Development Manager, or the Manager's designee. Unless otherwise informed, any

EXHIBIT A

notice, report, or other communication required by this Agreement shall be mailed by first class mail to the Department Contract Coordinator at the following address:

Department of Housing and Community Development
Housing Policy Development
Land Use Planning Unit
Attention: PGP Program Manager
2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833
P. O. Box 952050
Sacramento, CA 94252-2050

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Application for Funds

- A. The Department is entering into this Agreement on the basis of, and in reliance on facts, information, assertions and representations contained in the Application and any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. The Grantee warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

2. Grant and Reimbursement Limit

The maximum total amount granted and reimbursable to the Grantee pursuant to this Agreement shall not exceed \$160,000.

3. Grant Timelines

- A. This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date").
- B. All Grant funds must be expended by June 30, 2022.
- C. The Grantee shall deliver to the Department all final invoices for reimbursement on or before February 28, 2022, to ensure meeting the June 30, 2022 deadline. Under special circumstances, as determined by the Department, the Department may modify the February 28, 2022 deadline.
- D. It is the responsibility of the Grantee to monitor the project and timeliness of draws within the specified dates.

EXHIBIT B

4. Allowable Uses of Grant Funds

- A. The Department shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the Guidelines, the NOFA, and this Agreement.
- B. Grant funds shall only be used by the Grantee for project activities approved by the State that involve the preparation and adoption of project activities as stated in the scope of work, project description, project timeline and other parts of the application, and eligible activities and uses pursuant to Article III of the Guidelines.
- C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to the preparation and adoption of the proposed activity.
- D. The Grantee shall use no more than 5 percent of the total grant amount for costs related to administration of the project.
- E. A Grantee that receives funds under this Program may use a subcontractor. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.
- F. After the contract has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables in accordance with Schedule F: Project Timeline and Budget and the Statement of Work and subject to the terms and conditions of this Agreement.
- G. Only approved and eligible costs incurred for work after the NOFA date, continued past the date of execution and acceptance of the Standard Agreement and completed during the grant term will be reimbursable.
- H. Approved and eligible costs incurred prior to the NOFA date are ineligible.

5. Performance

The Grantee shall take such actions, pay such expenses, and do all things necessary to complete the scope of work specified in Exhibit A and as incorporated by the SB 2 Program application in accordance with the schedule for completion set forth therein and within the terms and conditions of this Agreement.

EXHIBIT B

6. Fiscal Administration

- A. The Grantee is responsible for maintaining records which fully disclose the activities funded by the PGP grant. Adequate documentation for each reimbursable transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to PGP grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's determination of the allowability of any expense shall be final, absent fraud, mistake or arbitrariness.
- B. Work must be completed prior to requesting reimbursement. The Department may make exceptions to this provision on a case by case basis. In unusual circumstances, the Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work.
- C. Prior to receiving reimbursement, the Grantee shall submit the following documentation:
- 1) Government Agency Taxpayer ID Form (GovTIN; Fi\$cal form);
 - 2) A Request for Funds on a form provided by the Department; and
 - 3) Any and all documentation requested by the Department in the form and manner as outlined in the following subsection D.
- D. Grantee shall submit all required reimbursement documentation to the following address:
- Department of Housing and Community Development
Housing Policy Development
Land Use Planning Unit
Attention: PGP Program Manager
2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833
P. O. Box 952050
Sacramento, CA 94252-2050
- E. The Grantee shall submit invoices for reimbursement to the Department according to the following schedule:

EXHIBIT B

- 1) At maximum, once per quarter; or
- 2) Upon completion of a deliverable, subject to the Department's approval; and
- 3) At minimum, one invoice for reimbursement annually.

The Department will use the 2019 calendar year beginning with January, with first requests for reimbursement accepted on or after September 30, 2019.

- F. The request for reimbursement must be for a minimum of 15 percent of the maximum grant amount awarded. The Department may consider exceptions to the minimum amount requested on a case-by-case basis. All invoices shall reference the contract number and shall be signed and submitted to the Department's Program Manager at the address provided above in Section 6, item D of Exhibit B. Invoices shall include at a minimum the following information:
- 1) Names of the Grantee's personnel performing work;
 - 2) Dates and times of project work;
 - 3) Itemized costs in accordance with the Schedule F: Project Timeline and Budget and Statement of Work, including identification of each employee, contractor, subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each of the Grantee's employees, contractor(s), sub-recipient(s) or subcontractor's staff member(s), authorized expenses with receipts, and contractor, sub-recipient and subcontractor invoices; and
 - 4) Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of grant funds.
- G. The Department will reimburse the Grantee directly for all allowable project costs as promptly as the Department's fiscal procedures permit upon receipt of an itemized signed invoice.
- H. The Department recognizes that budgeted deliverable amounts are based upon estimates. Grantees may request, in writing, a budget adjustment across deliverables subject to written approval by the Department, as long as the total budget does not exceed the maximum amount awarded to the Grantee.
- I. Grant funds cannot be disbursed until this Standard Agreement has been fully executed.

EXHIBIT B

- J. Grant fund payments will be made on a reimbursement basis; advance payments are not allowed. The Grantee, its subcontractors and all partners, must have adequate cash flow to pay all grant-related expenses prior to requesting reimbursement from the Department. The Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work pursuant to Section 601(f) of the Guidelines.
- K. The Grantee will be responsible for compiling and submitting all invoices, supporting documentation and reporting documents. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid.
- 1) Supporting documentation may include, but is not limited to; purchase orders, receipts, progress payments, subcontractor invoices, timecards, or any other documentation as deemed necessary by the Department to support the reimbursement to the Grantee for expenditures incurred.
- L. The Grantee will submit for reimbursements to the Department based on actual costs incurred, and must bill the State based on clear and completed objectives and deliverables as outlined in the application, in Schedule F: Project Timeline and Budget, the Statement of Work, and/or any and all documentation incorporated into this Standard Agreement and made a part thereof.
- M. The Department may withhold 10 percent of the grant until grant terms have been fulfilled to the satisfaction of the Department.

EXHIBIT D

PGP TERMS AND CONDITIONS

1. Reporting

- A. During the term of the Standard Agreement the Grantee shall submit, upon request of the Department, a performance report that demonstrates satisfaction of all requirements identified in this Standard Agreement.
- B. Upon completion of all objectives and deliverables required to fulfill this contract pursuant to Schedule F: Project Timeline and Budget and the Scope of Work, Exhibit A, Section 4, and as referred to in Exhibit B, Section 6, subsection K. within this Standard Agreement, the Grantee shall submit a final close out report in accordance with Section 604, subsection (b), and as instructed in Attachment 3 of the December 2018 Planning Grants Program Guidelines. The close out report shall be submitted with the final invoice by the end of the grant term as listed in Exhibit B, Section 3, subsection C.

2. Accounting Records

- A. The Grantee, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
- B. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the scope of work, project timeline and budget. Separate bank accounts are not required.
- C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- D. The Grantee agrees that the state or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Standard Agreement.
- E. Subcontractors employed by the Grantee and paid with moneys under the terms of this Standard Agreement shall be responsible for maintaining accounting records as specified above.

3. Audits

- A. At any time during the term of the Standard Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the award. At the

EXHIBIT D

Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during and over the project life.

- 1) The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.
 - 2) The Grantee agrees to provide the Department or the Department's designee, with any relevant information requested.
 - 3) The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, Program guidelines, and this Agreement.
- B. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in Exhibit D, Section 8 subsection A. of this Standard Agreement.
- 1) The Grantee shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.
 - 2) The Grantee is responsible for the completion of audits and all costs of preparing audits.
 - 3) If there are audit findings, the Grantee must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.
- C. The Grantee agrees to maintain such records for possible audit after final payment pursuant to Exhibit D, Section 3, subsection E. below, unless a longer period of records retention is stipulated.
- 1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee, contractors and sub-contractors until completion of the action and resolution of all issues which arise from it. The Grantee shall include in any contract that it enters into in an amount exceeding \$10,000, the Department's right to audit the contractor's records and interview their employees.

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- 2) The Grantee shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.
- D. The determination by the Department of the eligibility of any expenditure shall be final.
- E. The Grantee shall retain all books and records relevant to this Agreement for a minimum of (3) three years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

4. Remedies of Non-performance

- A. Any dispute concerning a question of fact arising under this Standard Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute.
- B. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Standard Agreement.
- C. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Standard Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Standard Agreement.
- D. Both the Grantee and the Department have the right to terminate the Standard Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee will submit any requested documents to the Department within 30 days of the early termination notice.
- E. There must be a strong implementation component for the funded activity through this Program, including, where appropriate, agreement by the locality to formally adopt the completed planning document. Localities that do not formally adopt the funded activity could be subject to repayment of the grant.
- F. The following shall each constitute a breach of this Agreement:
 - 1) Grantee's failure to comply with any of the terms and conditions of this Agreement.
 - 2) Use of, or permitting the use of, grant funds provided under this Agreement for any

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ineligible costs or for any activity not approved under this Agreement.

- 3) Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager.

G. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise the following remedies:

- 1) Disqualify the Grantee from applying for future PGP Funds or other Department administered grant programs;
- 2) Revoke existing PGP award(s) to the Grantee;
- 3) Require the return of unexpended PGP funds disbursed under this Agreement;
- 4) Require repayment of PGP Funds disbursed and expended under this agreement;
- 5) Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the PGP Program requirements; and
- 6) Other remedies available at law, or by and through this agreement. All remedies available to the Department are cumulative and not exclusive.
- 7) The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

5. Indemnification

Neither the Department nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Standard Agreement. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents contractors, sub-recipients, or subcontractors under this Standard Agreement.

6. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be

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construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

7. Relationship of Parties

It is expressly understood that this Standard Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

8. Third-Party Contracts

- A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.
- B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in the Agreement to be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contracts, and subcontractors must be submitted to the Department's program manager.
- C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.
- D. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort between the Grantee and other jurisdictions who are grantees of the SB 2 Planning Grants Program, the Grantee acknowledges that each partner and/or all entities forming the SB 2 Planning Grants Program collaborative are in mutual written agreement with each other but are contractually bound to the Department under separate, enforceable contracts.
- E. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort with other entities that are not grantees of the SB 2 Planning Grants Program, the Department shall defer to the provisions as noted in subsections 8(B) and 8(C) of this part.

9. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

- A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.
- B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program

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benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.

- C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the PGP.
- D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the PGP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

10. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

11. Changes in Terms/Amendments

This Agreement may only be amended or modified by mutual written agreement of both parties.

12. State-Owned Data

- A. Definitions

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1) Work:

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

2) Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and Deliverable conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the termination thereof, which relates to the Work commissioned or performed under this Agreement. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

3) Inventions:

Any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Grantee or jointly with the Grantee's contractor, subcontractor and/or sub-recipient and/or Grantee's contractor, subcontractor, and/or sub-recipient's employees with one or more employees of the Department during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

B. Ownership of Work Product and Rights

- 1) All work Product derived by the Work performed by the Grantee, its employees or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement, shall be owned by the Department and shall be considered to be works made for hire by the Grantee and the Grantee's contractor, subcontractor and/or subrecipient for the Department. The Department shall own all copyrights in the work product.
- 2) Grantee, its employees and all of Grantee's contractor's, subcontractor's and sub-recipient's employees agree to perpetually assign, and upon creation of each Work Product automatically assigns, to the Department, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Grantee's contractor, subcontractor and/or subrecipient from the Department. From time to time upon the Department's request, the Grantee's contractor, subcontractor and/or subrecipients, and/or its employees, shall confirm such

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assignments by execution and delivery of such assignment, confirmations or assignment or other written instruments as the Department may request. The Department shall have the right to obtain and hold in its name all copyright registrations and other evidence of rights that may be available for Work Product under this Agreement. Grantee hereby waives all rights relating to identification of authorship restriction or limitation on use or subsequent modification of the Work.

- 3) Grantee, its employees and all Grantee's contractors, subcontractors and subrecipients hereby agrees to assign to the Department all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority thereunder and the same shall become and remain the Department's property regardless of whether such protection is sought. The Grantee, its employees and Grantee's contractor, subcontractor and /or subrecipient shall promptly make a complete written disclosure to the Department of each Invention not otherwise clearly disclosed to the Department in the pertinent Work Product, specifically noting features or concepts that the Grantee, its employees and/or Grantee's contractor, subcontractor and/or subrecipient believes to be new or different.
- 4) Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications and estimates, produced as part of this Agreement will automatically be vested in Department and no further agreement will be necessary to transfer ownership to Department.

13. Special Conditions

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

F.7 Report on impact of COVID-19 pandemic on the City’s FY 2019-20 budget — from Finance Director Lee. (INFORMATIONAL)

Executive Summary – The COVID-19 pandemic is causing significant economic uncertainty that is affecting California’s near-term fiscal outlook. In the last couple of weeks, there has been a sharp pullback in financial markets and economic activity.

This report provides an overview of how this pandemic is affecting the City’s FY 2019-20 budget, including how the Shelter-in-Place orders are impacting our economy and service delivery, budget projections for the City’s primary revenue sources, and an update on the City’s overall budget outlook. A PowerPoint is being prepared that will contain the most up-to-date projections. Because those numbers are being constantly reviewed and updated, staff will wait until closer to the meeting to post the PowerPoint on the City’s website.

Declaration of Emergency and Shelter-in-Place Orders (“SIP”)

On March 4, 2020, Governor Newsom declared a State of Emergency for California because of the COVID-19 outbreak. On March 16, 2020, the City Manager, in his authority as the Director of Emergency Services, proclaimed a local emergency in Newark, which was ratified by the Council on the following day. On March 16th, the Health Officers for the Bay Area Counties issued a joint order requiring persons to shelter in their place of residence for a period of three weeks, excepting essential travel and also allowing employees of essential businesses to continue to report to work. This order was subsequently modified and extended through May 3rd. Additionally, the Governor of California issued Executive Order N33-20 (Stay at Home Order) on March 19, 2020, ordering all individuals within the State of California to stay home or at their place of residence, except as needed to maintain continuity of operation of federal critical infrastructure sectors, including essential services of government. The Executive Order is in place until further notice.

Analysis of COVID-19 Economic Impacts on FY 2019-20 Budget

Prior to this emergency, national, state, and local economies were expected to maintain growth and there were no indications of slowing. Housing stock was also increasing, and unemployment was extremely low. Unemployment has now grown to double digits as a result of the shelter in place orders. This experience is considered unprecedented as many businesses are being forced to furlough employees and temporarily or permanently close their doors.

It is difficult to forecast the actual economic impacts of COVID-19. However, staff is preparing a fiscal analysis based on information received from the State, consultants, industry experts, and also relying on historical knowledge and analysis from the impacts of the Great Recession. Staff intends on analyzing this downturn in two phases, with the first one being the pandemic itself with the SIP orders in effect and continuing through an assumed gradual lifting and the second one being the recovery period after the SIPs are fully lifted. The former appears to be easier to project as these SIPs have been in place for over a month, whereas the latter is much more difficult to project because it is unclear how long the SIPs will last and to what degree a recovery will occur, or if the economy enters a lengthier economic downturn.

To begin planning for anticipated significant adverse impacts, we have assumed operations will largely be curtailed for the remainder of the calendar year. The Governor's order has no end date, and it is uncertain if the County Health Officer will extend the SIP. For the purposes of our economic forecasting, staff is assuming that a gradual lifting of these SIP orders will occur over the remainder of the year. Naturally, as staff receives more information as time goes on, staff will adjust the forecasting models.

The following analysis focuses on the City's General Fund. Other funds, such as Gas Tax Funds, will also be impacted, the extent of which will be presented to the Council at a future date.

Property Taxes

Property taxes have historically been the most stable revenue source for cities. Indeed, many California cities never saw actual declines in property taxes from one year to the next until the Great Recession.

Property tax revenues are based on assessed valuation. Counties establish and enroll their assessed values for the following fiscal year on January 1, so the assessed valuation for existing properties for fiscal year 2020-21 was set on January 1, 2020, and reflects events that occurred in calendar year 2019, such as transfers of ownership and new construction value additions. The reductions in valuations, if they occur, will generally be reflected in cities revenue in the following (2021-22) fiscal year.

With assessed valuations already set for FY 2020-21, it is reasonable to assume that overall property tax changes for secured and unsecured property taxes will match the information provided by the County Assessor's Office prior to the pandemic. Any successful property tax appeals could cause some downward impacts in FY 2020-21.

Depending upon the length of this downturn, revenues for FY 2020-21 may be reduced to reflect market values. The potential for such reductions will be evident as time passes.

Sales Taxes

Revenue derived from sales tax is very volatile and responsive to market change and is usually measured within the first six months. Taxable sales performed as expected for the first half of the fiscal year; however, the remaining months are expected to decline significantly as the SIP orders have clearly impacted business activity.

Assuming the SIP orders are not lifted before May 3, this continued revenue loss impacts fiscal year-end projections for FY 2019-20 and could continue into FY 2020-21. At the time of this writing this report, the City's sales tax consultant is projecting an approximate 19% reduction in sales tax revenue for FY 2019-20, and 4% for FY 2020-21.

The hardest-hit areas are expected to be auto sales, gasoline sales for motor vehicles (because many people are no longer commuting and travel is limited for essential purposes), general consumer goods, and the shift from sit down dining to groceries (the latter is not taxable).

Business-to-business sales will also likely drop significantly because manufacturing of most items will slow or halt, except for medical devices and supplies, which are not taxable. The only increases that are likely to continue is sales tax revenue for out of state taxes that are distributed via the County Pool. A recent court decision (*Wayfair*) has added new taxes but not in sufficient volumes to make up for the loss of local sales tied to the COVID-19 crisis.

On March 30, Governor Newsom signed an Executive Order allowing the California Department of Tax and Fee Administration (CDTFA) to offer a 90-day extension for sales, use, and transactions tax returns and tax payments for all businesses filing a return for less than \$1 million annually in tax liability. This order automatically enrolls qualified businesses allowing them until the end of July to file their first-quarter returns. The sales tax consultants are estimating the City's calendar year first quarter possible sales tax exposure for the 90-day deferral to be \$1.27 million. This sum is due to the City at the end of the second quarter of this year. While this program limits our cash collections through May, all 90-day extensions should be remitted within the current fiscal year.

In addition to the 90-Day Sales Tax Extension Plan, small business taxpayers will be able to enter a 12-month, interest-free Installment Plan for up to \$50,000 of sales and use tax liability. Small businesses defined under this order are businesses with less than \$5 million in annual taxable sales. The impact on our revenues is a possible \$500,000 owed in FY 2019-20 being paid over 12 installments beginning in August of this year.

There is an approximate 3-month delay from when the City receives sales tax revenues after retail taxpayers have filed returns with the State. Dramatic declines can be expected to continue into the first half of FY 2020-21. Recovery is expected to be moderate and will vary across the sales tax industry groups.

Transactions and Use Tax ("Measure GG")

The City currently has a half-cent sales tax that is being deposited into the City's general fund and is being used to fund the construction of the new Civic Center. This is one revenue source that could remain consistent for the remainder of this fiscal year, primarily due to increased online purchases of general consumer goods, which surged in March as consumers are ordered to Shelter-In-Place.

However, a prolonged pandemic crisis could extend negative impacts into FY 2020-21. Factors that could affect assumptions include business investment deferrals, depth of unemployment spike, closures of restaurants, retail centers, and auto-related businesses and extension of SIP orders, which decreases the point of sale activity. Staff will continue to monitor for subsequent economic changes that may not have been reflected in earlier forecasts.

Utility Users' Tax ("UUT")

The City currently has a Utility Users' Tax ("UUT"), which is set at 3.25% of utility costs for residents and businesses. Staff does not anticipate much fluctuation in UUT revenue derived from residents. In fact, if anything, that revenue may slightly increase because most people are now at home most of the day sheltering in place. However, UUT revenue derived from businesses may drop dramatically during this pandemic because many businesses are no longer operating, and therefore not using electricity, gas, etc. The long-term effect that this pandemic will have on UUT derived from businesses is unknown at this time since staff does not know how long the SIP orders will last and how many businesses will permanently close

Transient Occupancy Tax ("TOT")

Nearly all travel is at a halt, and as a result, there will be a dramatic decrease in Transit Occupancy Tax ("TOT") throughout the duration of this pandemic. Hotel room bookings were down by 75% for February and March. Tourism Economics, a company that tracks travel spending, predicts US travel industry revenue is expected to plummet 78% in April and May compared with the same period in 2019.

Forecasting TOT revenue beyond the length of the pandemic will be difficult. Businesses could be slow to re-hire staff and pay for travel expenses. TOT revenue is also very sensitive to market volatility. The closest market comparison to the COVID-19 emergency are events related to 9-11 and the economic impacts that followed. These included a slow-down of tourism and commercial micro-economies, which took two years for recovery.

Business License Taxes

The Business License Taxes were due by January 31; therefore, most businesses have already submitted renewal payments. The City has collected to date approximately \$1.1 million from 2,044 businesses for the period of January 1st through March 31st. However, as of March 31st, there were approximately 348 outstanding business license taxes owed to the City. The projected fees, for those remaining businesses, would be roughly \$94,900 in business license fees and \$47,450 in penalties, which are assessed at 50% of the business license fee.

It is too early to predict any revenue from Business License Taxes that are due in January 2021 because at this time there is no way to know how many businesses will permanently close, nor is it possible to know to what extent businesses gross revenue will decline (business license fees are paid based off the businesses' gross revenue) without a certain end date for the SIP orders.

Charges for Services, Licenses, and Permits

The majority of these fees are comprised of fees associated with applications and permits issued from our Building and Planning Departments, as well as registration fees for recreational programs. Fees associated with permit activity will likely come to a virtual halt during the pandemic, and it is unknown to what extent these fees will be reduced after the pandemic.

At the time of this writing, staff anticipates that the declining permit activity, planning fees, and parks and recreation programs, and rental fees will result in a decline of 20% for charges for services, licenses, and permits for FY 2019-20.

Franchise Fees

Franchise fees are a form of rent paid to the City for the use of public streets and roadways. Businesses that pay franchise fees include trash collectors, cable television companies, electric utilities, and oil and natural gas pipeline companies. Federal and state law limits the amount of some franchise fees (for example, video and cable television franchise fees) while others are percentage of costs (like utilities and trash collection).

Since electric and gas and garbage activities will continue, Franchise Fees have a similar trend to our UUT revenue to the extent fees are calculated on the portion of commercial base versus residential. In other words, commercial use will decline as business customers are using less energy and disposing of less garbage. Residential electric and gas use may increase with many people at home instead of their place of work, which could translate to slightly higher franchise fees for residential electric and gas consumption. Franchise Fees for waste disposal are expected to decline due to shut down of businesses and construction sites.

Expenditures

In response to the Shelter-In-Place orders, all City facilities are now closed to the public and non-essential services are suspended. Following these events, staff took the following actions to reduce City expenditures:

- Elimination of hours for all Recreation and Community Services Department part-time, seasonal, and temporary (“PST”) employees;
- Reduction of hours for PST employees in the Police Department;
- Hiring freeze for non-essential positions;
- Reduction of contract planning and building inspection services;
- Reduction of Citywide contractual services;
- Cancellation of non-essential trainings and any associated travel; and
- Reduction of overall Citywide purchases, including supplies.

Additional measures may be required to balance the FY 2019-20 budget. Staff expects to present a budget amendment to the Council at an upcoming meeting taking into account the latest impacts from COVID-19.

Biennial Budget and Capital Improvement Program 2020-22 Next Steps

Prior to these unprecedented events, at a City Council budget study session on February 13, 2020, staff presented to the Council a mid-year report, forecasting the General Fund projections for FY 2019-20 and the following four fiscal years. This report assumed no change to service levels that were in place prior to the COVID-19 pandemic. Copies of those forecasts are attached to this staff report for reference. At the study session, next steps for the 2020-2022 Biennial

Budget and Capital Improvement Program process were also provided. Due to the COVID-19 pandemic, steps in the budget process have been delayed. At the Council meeting, staff will present the next steps that will need to be taken in order to adopt a 2020-2022 Biennial Budget and Capital Improvement Program in June.

Attachments – Forecasts from February 13, 2020 City Council Budget Study Session; PowerPoint to be added to City’s website closer to the meeting date of April 23, 2020

Action – Staff recommends that the City Council receive this report.

Baseline Forecast Without UUT

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Revenues	67,176,000	68,828,000	68,530,541	71,070,163	73,744,142
Expenditures	64,971,052	68,107,010	70,055,577	72,629,110	74,662,117
Net Operating Results	2,204,948	720,990	(1,525,036)	(1,558,946)	(917,976)
Pension/OPEB Reserve Contribution	1,350,000	1,350,000	1,350,000	1,350,000	1,350,000
Equipment Replacement Reserve	200,000	200,000	200,000	200,000	200,000
Capital Improvement Projects	250,000	250,000	250,000	250,000	250,000
<Less> Total Reserve Contributions	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000
Net Operation Results After Reserve Contributions	404,948	(1,079,010)	(3,325,036)	(3,358,946)	(2,717,976)

Downturn Forecast Without UUT

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Revenues	67,176,000	68,828,000	66,605,601	67,321,181	73,025,400
Expenditures	64,971,052	68,107,010	70,055,577	72,629,110	74,662,117
Net Operating Results	2,204,948	720,990	(3,449,976)	(5,307,928)	(1,636,718)
Pension/OPEB Reserve Contribution	1,350,000	1,350,000	1,350,000	1,350,000	1,350,000
Equipment Replacement Reserve	200,000	200,000	200,000	200,000	200,000
Capital Improvement Projects	250,000	250,000	250,000	250,000	250,000
<Less> Total Reserve Contributions	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000
Net Operation Results After Reserve Contributions	404,948	(1,079,010)	(5,249,976)	(7,107,928)	(3,436,718)

Baseline Forecast With UUT

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Revenues	67,176,000	69,494,000	71,892,541	74,466,163	77,174,142
Expenditures	64,971,052	68,107,010	70,055,577	72,629,110	74,662,117
Net Operating Results	2,204,948	1,386,990	1,836,964	1,837,054	2,512,024
Pension/OPEB Reserve Contribution	1,350,000	1,350,000	1,350,000	1,350,000	1,350,000
Equipment Replacement Reserve	200,000	200,000	200,000	200,000	200,000
Capital Improvement Projects	250,000	250,000	250,000	250,000	250,000
<Less> Total Reserve Contributions	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000
Net Operation Results After Reserve Contributions	404,948	(413,010)	36,964	37,054	712,024

Downturn Forecast With UUT

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Revenues	67,176,000	69,494,000	69,967,601	69,370,181	75,114,400
Expenditures	64,971,052	68,107,010	70,055,577	72,629,110	74,662,117
Net Operating Results	2,204,948	1,386,990	(87,976)	(3,258,928)	452,282
Pension/OPEB Reserve Contribution	1,350,000	1,350,000	1,350,000	1,350,000	1,350,000
Equipment Replacement Reserve	200,000	200,000	200,000	200,000	200,000
Capital Improvement Projects	250,000	250,000	250,000	250,000	250,000
<Less> Total Reserve Contributions	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000
Net Operation Results After Reserve Contributions	404,948	(413,010)	(1,887,976)	(5,058,928)	(1,347,718)

F.8 Resolution authorizing the Annual Program Application Submittal for Measures B and BB funding of Ride-On Tri-City! transportation services – from Recreation and Community Services Director Zehnder. (RESOLUTION)

Background/Discussion – The Alameda County Transportation Commission (ACTC) administers the distribution of Measure B and Measure BB, a combined one cent transportation sales tax which provides funding to the City of Newark to provide transportation services for the elderly and disabled. Each year the City is required to submit an application for funding and a budget to ACTC outlining the transportation services to be offered in the upcoming fiscal year.

For fiscal year 2019-2020, the Ride-On Tri-City! program provided 4,413 wheelchair accessible van rides and 1,977 same-day taxi voucher rides for Newark residents. Projections for fiscal year 2020-2021 include 4,811 Wheelchair Accessible Van rides (WAV), 1,726 Taxi Voucher rides and 1,917 Transportation Network Rides (TNC) rides through provider Lyft and Uber. As of April 1, 2020, riders utilizing the TNC program through a call center will now access service through provider GoGoGrandparent (Life Elder Care was the previous provider of call center services).

ACTC forecasts that the City of Newark will receive approximately \$220,008 in Measure B sales tax revenue and \$136,327 in Measure BB sales tax revenue for Fiscal Year 2020-2021.

In 2013, the City of Newark amended the Joint Powers Agreement with the City of Fremont enabling Fremont to provide transportation services to eligible Newark residents. Eligible Newark residents include those 70 years and older or who are unable to use public transportation independently due to a disability or disabling health condition. Due to the variety of services now available, Fremont and Newark staff re-branded all services as Ride-On Tri-City! Ride-On Tri-City! now provides the following suite of services:

- Specialized Wheelchair-Accessible Van Service: available through pre-scheduled reservations, Monday through Friday, 8:00 am – 6:00 pm, Saturday and Sunday, 9:00 am – 3:00 pm. Service area includes all parts of Fremont, Union City and Newark. Fee is \$4.00 per one-way trip.
- Same Day Taxi Trips: Program participants can access subsidized curb-to-curb taxi rides by purchasing taxi vouchers at a cost of \$4 each; each voucher subsidizes up to \$20 of taxi meter fare. Only one voucher can be used per one-way trip. Program participants are responsible for paying any fare beyond the \$20 voucher subsidy and for tipping the driver. The service is not wheelchair accessible at this time.
- Same Day TNC Trips: Subsidized curb-to-curb TNC rides are provided to eligible program participants in one of two ways: 1) Program participants who have their own smartphones access rides through Lyft and Uber ride hailing apps, and; 2) Program participants without smartphones contact a call center (GoGoGrandparent) that will schedule a ride through Lyft or Uber. Riders pay the first \$4 of the TNC trip and the program subsidizes up to \$16 in fare; riders are responsible for any amount over \$20. The City of Fremont is currently working with Lyft to see if wheelchair-accessible vehicles

can be made available on the Lyft platform for Ride-On Tri-City! Program Participants. If wheelchair accessible TNC vehicles become more widely available, the demand for more traditional WAV service which requires advance reservations may decrease and the City would make corresponding adjustments to its transportation services.

In addition to these transportation services, Newark riders also receive access to supplemental transportation services offered through the Fremont Human Services Department:

- Tri-City Travel Training Program;
- Senior Clipper Card Distribution Program; and
- Tri-City Mobility Management Program.

For these services, the City of Newark will reimburse the City of Fremont at a cost to not exceed \$290,000. This includes a cost per trip billing for all one-way trips as well as monthly administrative fees. The remainder of the funds will be transferred to operational reserves. Should rider demand be greater than projected, the City of Newark has sufficient Measure B and Measure BB Operational Reserves which can be used to offset additional service costs.

The City will also utilize Measure B and Measure BB funding to subsidize the Life Eldercare, Inc., Meals on Wheels service, which provides over 15,000 home-delivered meals annually to Newark residents. Staff is proposing that the level of funding for Fiscal Year 2020-2021 remain at \$7,000, which is the maximum amount allowed by ACTC.

Attachments – Resolution

Application for Measure B and BB funding

Action – Staff recommends that the City Council, by resolution, authorize the City Manager or his or her designee to submit the Annual Paratransit Program Plan Application for Measure B and Measure BB funding for Ride-On Tri-City! transportation services for Fiscal Year 2020-2021.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE ANNUAL PROGRAM
APPLICATION SUBMITTAL FOR MEASURE B AND MEASURE
BB FUNDING FOR RIDE-ON TRI-CITY! TRANSPORTATION
SERVICES FOR FISCAL YEAR 2020-2021

WHEREAS, in November 2000 the voters of Alameda County approved the half-cent transportation sales tax through the passage of Measure B, re-approving the tax measure originally passed in 1986; and

WHEREAS, in November 2014, the voters of Alameda County approved Measure BB, which renewed the half-cent transportation sales tax approved in 2000 and increased the sales tax by another half-cent; and

WHEREAS, since 2013, the City of Fremont has provided transportation services for eligible Newark residents through a Joint Powers Agreement; and

WHEREAS, the Alameda County Transportation Commission (ACTC) administers the distribution of Measure B and BB funds, which provides the funding that the City of Newark uses for the transportation services for the elderly and disabled as provided in the Joint Powers Agreement; and

WHEREAS, the City of Newark is required to file an Annual Paratransit Program Plan Application for Measure B and BB funding to the ACTC.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby authorizes the City Manager or his or her designee to submit the Fiscal Year 2020-2021 Annual Paratransit Program Plan Application to the Alameda County Transportation Commission.



FY 2020-21 Annual Paratransit Program Plan Application for Measures B and BB Funding

1111 Broadway, Suite 800, Oakland, CA 94607

• 510.208.7400

• www.AlamedaCTC.org

The Alameda County Transportation Commission (Alameda CTC) requires recipients of paratransit funding to participate in an Annual Program Plan Review process. Recipients are required to complete and submit a program plan application to Alameda CTC that outlines their prior expenditures and anticipated revenues and expenditures related to delivering paratransit services to seniors and people with disabilities in Alameda County.

Requirements and Instructions

The Annual Paratransit Program Plan Application includes the following documents:

1. Paratransit Program Plan Application (this MS Word document)
2. Paratransit Program Plan Attachments A-D (Tables A, B, C, and D of the provided MS Excel workbook) *NOTE: The FY 2020-21 Program Plan Excel workbook contains a tab to report on FY 2018-19 performance and budget (Attachment Table A). The FY 2018-19 program information entered into Table A will be used to monitor program performance and, where applicable, should align with program information included in the FY 2018-19 compliance report.*
3. References:
 - a. FY 2020-21 Measure B and Measure BB Paratransit DLD Revenue Projections, (distributed to ParaTAC, January 2020)
 - b. Alameda CTC Special Transportation for Seniors and People with Disabilities (Paratransit) Implementation Guidelines and Performance Measures, revised December 2018
 - c. Alameda CTC Timely Use of Funds Policy, adopted December 2015

Submit the Word and Excel files listed above electronically via email by February 28, 2020 to Krystle Pasco at kpasco@alamedactc.org.

Be sure to include your agency name and FY 20-21 in the file name of both the Word document and the Excel workbook (e.g., Albany_FY20-21_Paratransit_Program_Application.doc).

If you have questions, please contact Krystle Pasco via email or phone at (510) 208-7467.

FY 2020-21 Annual Paratransit Program Plan Application Due by February 28, 2020

CONTACT INFORMATION	
Agency:	City of Newark
Contact Name:	David Zehnder
Title:	Recreation and Community Services Director
Phone Number:	510.578.4405
E-mail Address:	David.zehnder@newark.org

Date Submitted: _____

TYPES OF SERVICES PROVIDED

1. **What type of paratransit projects and programs will be funded, fully or partially, with Measures B and BB Direct Local Distribution (DLD, pass-through) and paratransit discretionary grant funds?** To answer this question, complete Attachment Table B (Table B tab of the Microsoft Excel workbook).

Below is a list of the types of services/programs that are eligible for Alameda CTC funding. For detailed information about these eligible services, including minimum service requirements and performance measures, refer to the Alameda CTC's Special Transportation for Seniors and People with Disabilities (Paratransit) Implementation Guidelines, revised December 2018 (provided with the application materials).

- **Management/Overhead:** Program oversight, planning, budgeting, participation in regional/countywide meetings. Include admin/labor even if it is paid by the City/transit agency for accurate reporting of full program expenses.
- **Customer Service/Outreach:** Activities associated with educating consumers about services that are available to them, answering questions from consumers and taking, tracking and responding to complaints and commendations. Include costs even if paid by the City/transit agency for accurate reporting of full program expenses.
- **ADA Paratransit:** Paratransit services provided by fixed-route transit operators to fulfill requirements under the American's with Disabilities Act (ADA).
- **Same-Day Transportation Program:** Provides a same day, curb-to-curb service intended for situations when consumers cannot make their trip on a pre-scheduled basis; allows eligible consumers to use taxis or Transportation Network Companies (TNCs) (at program discretion) at a reduced fare.

- **Specialized Accessible Van Service:** Specialized van service provides accessible, door-to-door trips on a pre-scheduled or same-day basis. These services are generally implemented as a supplement to a same-day program that does not meet critical needs for particular trips in accessible vehicles in certain communities.
- **Accessible Fixed-Route Shuttle:** Generally accessible vehicles that operate on a fixed route and schedule to serve common trip origins and destinations, e.g. senior centers, medical facilities, grocery stores, BART stations, other transit stations, community centers, commercial districts, and post offices.
- **Group Trips Program:** Round-trip accessible van rides for pre-planned outings or to attend specific events or go to specific destinations for fixed amounts of time, e.g. shopping trips or religious services. Trips usually originate from a senior center or housing facility.
- **Door-through-Door/Volunteer Driver Program:** Pre-scheduled, door-through-door services that are generally not accessible; rely on volunteers to drive eligible consumers for critical trip needs, such as medical trips. May also have an escort component.
- **Mobility Management and/or Travel Training:** Covers a wide range of activities, such as travel training, trip planning, and brokerage. Does not include provision of trips. (This is considered "non-trip provision").
- **Scholarship/Subsidized Fare Program:** Program to subsidize any service for customers who are low-income and can demonstrate financial need.
- **Meal Delivery:** Program to fund meal delivery to the homes of individuals who are transportation disadvantaged. Currently, only existing operating programs can continue to use Measure B funds for these service costs. No new meal delivery services can be established.
- **Capital Expenditure:** Capital purchase or other capital expenditure.
- **Note on volunteer driver programs and mobility management/training:** If your program is using DLD funds, but not discretionary grant funds, you may be required to submit further information.

A. Provide a short narrative description of your agency's FY 2020-21 program.

*The following services are part of the **Ride-On Tri-City Program** that is operated under a Joint Powers Agreement with the City of Fremont. These services are funded through the City of Newark's DLD funds.*

The van, taxi or TNC trips below are available to any Newark resident who is 70 years of age or older or any Newark resident over 18 years of age or older who is unable to use public transit independently due to a disability or disabling health condition. These services provide up to 30 subsidized trips per month to and from destinations in Fremont, Newark and Union City between the hours of 8am to 6pm, seven days a week:

Specialized Accessible Van Service:

Wheelchair accessible van (WAV) service is provided to Fremont residents who use wheelchairs as well as ambulatory individuals who are unable to use public transit and require door-to-door assistance when traveling. Trip requests are accommodated based on vehicle availability and can be reserved up to 7 days in advance. Rides are \$4.00 per one-way trip (using a pre-paid voucher).

Same Day Taxi Trips:

Program participants can access subsidized curb-to-curb taxi rides by purchasing taxi vouchers at a cost of \$4 each; each voucher subsidizes up to \$20 of taxi meter fare. Only one voucher can be used per one-way trip. Program participants are responsible for paying any fare beyond the \$20 voucher subsidy and for tipping the driver. The service is not wheelchair accessible at this time.

Same Day TNC Trips:

Subsidized curb-to-curb TNC rides are provided to eligible program participants in one of two ways: 1) Program participants who have their own smartphones will be able to request rides through Lyft's ride hailing app, and; 2) Program participants without smartphones will be able to contact a call center that will schedule a ride through Lyft or Uber. Riders pay the first \$4 of the TNC trip and the program subsidizes up to \$16 in fare; riders are responsible for any amount over \$20.

Meal Delivery:

The Meals on Wheels Program provides nutritionally balanced meals for homebound seniors and persons with disabilities residing in Newark. Meals on Wheels clients have various mobility and cognitive impairments that make it difficult to travel to congregate meal sites or to grocery shop and prepare meals for themselves. The program provides a critical life need by coordinating nutritious, cost effective and efficient meal delivery services.

B. Explain how the suite of services offered is targeted towards the seniors and people with disabilities in your community. Why have these services been selected to meet the trip needs of your consumers over other eligible service types? How do these services enhance their quality of life and help them meet basic life needs?

The goal of the City of Newark's Ride-On Tri-City! program is to provide safe and reliable transportation for seniors and people with disabilities in order to:

- improved their access to health care, community services and activities, and other needs;
- decrease the experience of social isolation;
- prevent unnecessary institutionalization; and,
- improve the overall quality of life by enhancing consumer's abilities to remain living independently in their chosen communities.

The service components of the Ride-On Tri-City! program have been implemented in response to community outreach and feedback. The Ride-On Tri-City! program aims to increase and sustain mobility options for seniors and people with disabilities by:

- Ensuring that community members understand the range of transportation options available to them and have ease of access to services in order to meet daily life needs.
- Providing affordable and accessible door-to-door and curb-to-curb transportation (including same-day transportation)
- Teaching seniors and people with disabilities how to ride transit

The City of Newark has provided the continuum of transportation services and supports outlined in Question 1A for the past several years and these services have been successful at meeting the service gaps in our Tri-City community.

C. List the most common trip destinations for seniors and people with disabilities in your community that your services are designed to serve, e.g. dialysis centers, hospitals, major shopping complexes, senior centers. Please report separately, if available, for ADA paratransit, Same-Day Transportation (taxi and TNC), Specialized Accessible Van, and/or Accessible Fixed-Route Shuttle if applicable.

The City's transportation program serves any destination within Fremont, Newark and Union City, including, but not limited to: Washington Hospital, Kaiser Permanente, Palo Alto Medical Clinic, doctor's offices, dialysis centers, physical therapy clinics, Fremont, Newark & Union City Senior Centers, Fremont Family Resource Center, ASEB Adult Day Health, Fremont Adult School, skilled nursing facilities, California School for the Blind and Deaf, Friends of Children with Special Needs, Fremont Hub, Pacific Commons, Union Landing, NewPark Mall, Walmart, Costco, Lido Faire Shopping Center, grocery stores (large chain & ethnic markets), places of worship (i.e. churches, Hindu temple, Sikh Gurdwara, mosques), pharmacies (i.e. Walgreens, CVS, Rite Aid), BART stations, Social Security Administration, libraries.

D. Please provide your average trip length, if available, and any interesting outliers, e.g. a significantly short or long trip associated with one of the common trip destinations above.

Trip length is not tracked for Ride-On Tri-City! service components.

2. Will your agency's program for FY 2020-21 conform to the Paratransit Program Implementation Guidelines, as required?

Yes

No

A. If "No", explain below and contact Alameda CTC staff to discuss (prior to February 28, 2020)

3. If proposing any service or program changes in FY 2020-21 from the current year, FY 2019-20, describe the changes and explain why they are proposed. Describe how these changes will impact the ability of seniors and people with disabilities in your community to meet their basic life needs.

The taxi subsidy will be increased to \$20 per ride to match the subsidy provided for TNC trips.
Program participants using the call center to book TNC rides will have access to wheelchair accessible TNC trips. The City is currently working with Lyft to see if wheelchair-accessible vehicles can be made available on the Lyft platform for Ride-On Tri-City! Program Participants.

4. **Looking ahead, beyond FY 2020-21, do you anticipate major service changes? Please briefly describe.** Describe major changes such as beginning or ending a type of service anticipated within the next five years.

If wheelchair accessible TNC vehicles become more widely available, the demand for more traditional WAV service which requires advance reservations may decrease and the City would make corresponding adjustments to its transportation services.

NEW PROGRAM ELEMENTS REQUIRING ALAMEDA CTC STAFF REVIEW

5. The December 2018 Paratransit Program Implementation Guidelines require Alameda CTC staff review of several program elements *prior to implementation*. The program elements requiring staff review are listed as items 5A – 5F below and for each item, further explanation is requested. **If your FY 2020-21 program plan includes any of the elements listed, in the box provided below, list the elements and the requested explanation for each. It is not necessary to include elements that were included in the FY 2019-20 Plan and are unchanged.** Applicants must address any applicable paratransit projects and programs listed in Attachment Table B.
- A. **Planned capital expenditure** (describe planned capital expenditures, such as purchase of vehicles or durable equipment)
 - B. **Same-Day Transportation Program that includes use of Transportation Network Companies (TNCs)** (describe the proposed service including how subsidies will be provided and how capacity will be managed)
 - C. **Same-Day Transportation Program that includes incentives to drivers and/or transportation providers** (describe the proposed incentives)
 - D. **Accessible Shuttle Service** (for new shuttles – describe service plan and how city is coordinating with the local fixed route transit provider)
 - E. **New mobility management and/or travel training programs** (describe the well-defined set of activities)
 - F. **Low-income requirements for any scholarship and fare subsidy programs** (describe the proposed subsidy and the means that will be used to determine and verify eligibility)

DEVELOPMENT OF PROGRAM PLAN

- 6. How was consumer input sought in development of the program and selection of the services offered?** Describe all general outreach activities undertaken in connection with this plan, including consumer or public meetings; meetings with other agencies; presentations to boards, commissions, or committees. If possible provide dates for these activities. Note below if this plan was reviewed by a local paratransit advisory committee, including the name of the committee, and the date of the meeting.

Consumer input gathered using the following strategies:

- Program outreach activities (throughout the year) – At outreach meetings, feedback on service needs and transportation barriers was gathered directly from consumers and social service professionals.
- Paratransit Advisory Committee meetings - feedback on service needs and transportation barriers was gathered directly from consumers.
- Newark Senior Advisory Committee - feedback on service needs and transportation barriers was gathered directly from committee members.

The City of Fremont continues to implement elements identified during the World Health Organization Age-Friendly City process. City of Newark residents continue to receive benefits associated with this process, including improved transportation services such the TNC pilot. Future innovative transportation options (like driveless cars, etc.) are currently being explored.

- 7. Describe any outreach, surveys and/or analysis conducted to develop this plan and to determine the types of services the program offers.**

Development of plan included analysis of:

- Current program service data - number of trips performed, on-time performance, productivity, cost per trip, etc.
- Feedback from consumer (through outreach meetings) and service providers as well as input from the Paratransit Advisory Committee and the Newark Senior Advisory Committee.
- Findings from the WHO Age Friendly Community outreach process.

- 8. Describe how results from the community outreach, surveys and/or analysis described in Questions 6 and 7 were used to guide the development of the program plan.**

Feedback from program outreach shows a high degree of satisfaction with the current programs' parameters. Given the consumer feedback received and the success of the current programs, the City decided to continue offering its current suite of transportation services.

Current riders continue to express significant interest in the TNC program. Every effort has been made to ensure this program is effectively integrated to the suite of current services.

9. Describe any innovative, emerging technology or non-traditional elements integrated into the program plan.

Already described in above sections.

10. Was this program plan approved by a governing body (or is it scheduled for action)? *This is not required by the Alameda CTC. Jurisdictions should follow their established internal process.*

Yes

No

A. If "Yes", provide the name of the governing body and planned or actual approval date.

City of Newark City Council – anticipated approval April, 2020

OUTREACH**11. How do community members and potential users learn about the Alameda CTC-funded services provided in your community?** Specify for each of the paratransit projects and programs listed in Attachment Table B.

Outreach presentations are regularly conducted with consumer groups, social service agencies, health care providers, senior centers, community and faith-based organizations, housing complexes for seniors and persons with disabilities, and care givers groups. Additionally, the City publishes articles in the Recreation and Community Services Activities Guide (distributed 3-times per year) as well as the Newark News newsletter both of which are mailed to all residences and businesses. Flyers are posted at locations that seniors and people with disabilities frequent. Information is also available via City website and City Facebook postings.

The program maintains collaborative partnerships with key service providers (i.e. Aging and Family Services case management team, Life ElderCare, Drivers for Survivors, Community Ambassadors Program for Seniors, Fremont Family Resource Center, Tri-City Elder Coalition, local medical facilities and housing complexes). These organizations disseminate service information to the larger community and provide a large number of referrals to our program.

The City through our partnership with the City of Fremont, also coordinates with East Bay Paratransit and Union City Paratransit extensively. Fremont staff meets with all interested EBP applicants who come into the Fremont satellite office for their certification appointments to ensure that applicants are aware of transportation service options beyond ADA Paratransit. Outreach and education are also provided to Union City residents and assistance is provided to those consumers to sign up with ADA Paratransit and other transportation services.

All of the current MV Transportation supplied wheelchair-accessible vans have signage about our program and includes the phone number for community members to call to get assistance with transportation services.

ELIGIBILITY AND ENROLLMENT

12. What are your requirements for eligibility? (e.g., age, residency, income, ADA-certification status, or other verification of disability).

Specialized Van Service, Taxi Service or TNC service:

Newark residents who are unable to use public transit because of a disability or who are 70 years or older are eligible for Transportation Services.

An application must be submitted prior to accessing service.

Eligible individuals can apply for WAV, taxi or the TNC services using the same application.

In-Home Meal Delivery: Service available to homebound seniors and people with disabilities living in Newark. Clients contact Life Eldercare and complete an over the phone application.

13. How do consumers enroll in your program? Include how long the enrollment process takes, and how soon newly enrolled applicants can use the services offered.

Specialized Van Service, Taxi Service or TNC service:

City of Fremont Mobility Specialists assist clients in completing applications over the phone to ensure understanding and ease of access to services. Applications can also be completed online, by email, by mail or by fax.

Applications are reviewed to determine eligibility. Enrollment packets are sent out to consumers within 1-2 days of receipt of a completed application.

Applications can be expedited within a few hours for consumers with critical medical/social service needs.

In-Home Meal Delivery: Clients contact Life Eldercare and complete an over the phone application. A comprehensive in-home assessment is completed within 2 weeks of the client's call and then meal delivery is started after the assessment. In cases of urgent need, meal delivery can start within 2-3 days of the client's call and the in-home assessment is completed within two weeks of the start of meal delivery.

CUSTOMER SATISFACTION

- 14. Describe your complaint and commendation process.** Describe your process from beginning to end, including instructions you provide to customers for filing program suggestions, complaints or commendations, your documentation procedures and your follow up.

The Ride-On Tri-City! Riders' Guides that are provided to each enrolled participant details the procedures for submitting complaints, commendations or suggestions. Customers can provide feedback to City of Fremont staff in writing or by telephone. Complaints and commendations are documented by City staff. Service compliments are relayed to named parties. All complaints are investigated by program staff and a response is typically provided to the consumer within 7 days of receipt of the complaint.

- A. Describe any common or recurring service complaints, commendations and/or suggestions your program has received.** Specify for each of the paratransit projects and programs listed in Attachment Table B.
(Complaints are defined as phone calls, letters, or emails received for the specific purpose of making a complaint.)

Program participants greatly appreciate the Ride-On Tri-City! Taxi & TNC Service because it is a responsive, convenient same-day service. Taxis typically arrive within 20 minutes of the rider's call. Riders report that taxi drivers are very courteous and helpful. Riders love the ease of access to requesting their own rides in real-time on the Lyft app and like being able to get rides when they want them rather than having to schedule rides in advance.

Riders of our Specialized Van Service report easier access to reservations after changes were made to the program last year but continue to report some frustrations with having to schedule rides in advance.

B. Describe any changes you have made to your program as a result of these customer complaints, commendations and suggestions.

Last year, riders complained about difficulties getting wheelchair accessible van service, with the most common feedback about needing to schedule rides with more than 3 days' notice or no availability for rides at peak times. In response, we moved riders who did not use wheelchairs or require door-to-door assistance to our taxi service. This change created more capacity for managing wheelchair accessible rides as well as trips where riders needed assistance from the driver to successfully complete their rides. Adding an additional curb-to-curb option through our TNC service will also allow us to accommodate the growing demand for curb-to-curb rides. With the new TNC service, the Ride-On Tri-City! Program has more flexibility to experiment with different ways to provide same-day wheelchair accessible services.

EXPECTED DEMAND/USE OF SERVICES

15. How many people are/have been/will be registered in the program during the following time periods? Fill in the boxes below.

Registrants at beginning of FY 2018-19	Unable to provide at this time
Registrants at end of FY 2018-19	Unable to provide at this time
Current Registrants for FY 2019-20	307
Projected Registrants for FY 2020-21	375

A. Based on the registration projection provided, explain why you expect your program registration to increase, decrease or stay the same compared to the current year.

Program enrollment is expected to increase. The City's older adult population continues to grow and program outreach continues to generate a large number of referrals each month. Additionally, publicity of the TNC ride service will bring additional participants into the Ride-On Tri-City! Program.

16. Do you expect the total number of one-way trips provided by your program in FY 2020-21 to increase, decrease or stay the same compared to the current year, FY 2019-20? Why?

Trips are expected to increase with the anticipated increase in the number of program participants.

17. Do the ridership numbers reported in Attachments Table A and Table B include companions and/or attendants?

[X] Yes

[] No

- A.** If "Yes", and if known, what percent of total ridership are companions/attendants? *(If providing an estimate, please clearly indicate it as such.)*

Approximately 42% of our ridership on the specialized van service are attendant/companion trips. Many of our ambulatory riders using our taxi and TNC service travel with spouses, friends and neighbors. Since we have don't have a reliable way to track the number of attendant/companion trips on our taxi or TNC service, we are likely significantly underreporting the total number of trips that we are providing.

18. Please provide the number of trips provided to consumers who required an accessible vehicle, if available. If trips were provided in more than one service (e.g. taxi, TNC, specialized accessible van, etc.), please specify for each.

Number of trips provided to consumers who require an accessible vehicle in FY 2018-19	1,271
Number of trips provided to consumers who require an accessible vehicle in FY 2019-20 as of Dec. 31, 2019	864
Number of trips projected to consumers who require an accessible vehicle in FY 2019-20	1,700

VEHICLE FLEET

- 19. Provide details regarding your vehicle fleet.** To answer this question, complete Attachment Table D (Table D tab of the Excel workbook).

SAFETY INCIDENTS

- 20. Describe any safety incidents recorded by your program in FY 2018-19, or to date in FY 2019-20.** Specify for each of the paratransit projects and programs listed in Attachment Table B. *(Report incidents resulting in any of the following: a fatality other than a suicide; injuries requiring immediate medical attention away from the scene for two or more persons; property damage equal to or exceeding \$7,500; an evacuation due to life safety reasons; or a collision at a grade crossing.)*

There have been no reported safety incidents in FY 2018-19 or FY 2019-20.

FINANCES: PROGRAM REVENUE AND COST

- 21. Detail your FY 2020-21 program's total estimated revenue (all fund sources) and total cost by completing Attachment Table C (Table C tab of the Excel workbook).** For program components funded all or in part with a Measure B/BB discretionary grant, segregate the grant funding by entering it in the "Other Measure B/BB" column.
- 22. Describe below the "Management/Overhead" and "Customer Service and Outreach" costs included in Attachment C and how these cost allocations were determined?** (These two categories are defined under Question 1). *The amount spent on Customer Service/Outreach and Management/Overhead is to be included as part of the total program cost, even if it is not funded with Alameda CTC funding. This includes city/agency staff time paid for by a city's general fund.*

A. Management/Overhead Costs

Not applicable

B. Customer Service and Outreach Costs

Not applicable

PROGRAM FUNDING RESERVES

- 23. If your paratransit program is anticipated to have a remaining balance of Measure B/BB DLD funding at the end of FY 2020-21, as shown in Attachment Table C, please explain. How do you plan to expend these funds and when?**

The City's Measure B/BB Direct Local Distribution fund balance will be maintained as an operations reserve for subsequent fiscal years. The City is trying to be prudent in its expenditure of B/BB DLD funding to ensure that our consumers get the necessary transportation services they need. Although our combined Measure B/BB reserves are close to the required 40% of annual revenues, we are intending to use more funding for services as consumers' service demand increases and as we add new service components, like our TNC ride service. We are also mindful that the City's DLD funding will drop significantly when Measure B ends in 2022 and want to ensure that any expansion of services is sustainable given the reduced funding under

Measure BB. The City will adhere to the timely use of funds protocols set forth by Alameda CTC regarding fund balances.

MISCELLANEOUS

24. Use this space to provide any additional notes or clarifications about your program plan.

Alameda CTC FY 2020-21 Annual Paratransit Program Plan Application (July 1, 2020 - June 30, 2021)
Attachment Table C: Program Revenue, Cost and Fund Sources

Total FY 2020-21 Program Revenue (Measure B, Measure BB and all other funds available for FY 2020-21)	
Estimated Measure B Paratransit DLD ending balance at the end of THIS fiscal year, FY 2019-20 (June 30, 2020)	\$0
Projected FY 2020-21 Measure B DLD Paratransit revenue (Use projections distributed by the Alameda CTC)	\$220,009
Estimated Measure BB Paratransit DLD ending balance at the end of THIS fiscal year, FY 2019-20 (June 30, 2020)	\$78,000
Projected FY 2020-21 Measure BB DLD Paratransit revenue (Use projections distributed by the Alameda CTC)	\$136,327
Total FY 2020-21 Measure B and BB Paratransit DLD Revenue (Automatically calculated)	\$434,336
Total FY 2020-21 Other Revenue (All other revenue sources, non-DLD, including fares, discretionary grant, non-Meas B and BB)	
Total FY 2019-20 Program Revenue (Measure B, Measure BB and all other sources available for FY 2019-20) (Automatically calculated)	\$434,336

Service/Program Name		Total FY 2020-21 Program Costs by Fund Source (Measure B, Measure BB and all other funds planned to be expended during FY 2020-21)									Total Cost
Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I	Column J	Column K	Column L
Service/Program/Project Name <i>Automatically populated from prior sheet (column B)</i>	Quantity Planned for FY 2020-21 <i>Automatically populated from prior sheet (column Q)</i>	Amount of RESERVE Measure B Paratransit DLD funds to be EXPENDED	Amount of FY 2020-21 Measure B Paratransit DLD funds to be EXPENDED	Amount of RESERVE Measure BB Paratransit DLD funds to be EXPENDED	Amount of FY 2020-21 Measure BB Paratransit DLD funds to be EXPENDED	Amount of OTHER Measure B/BB funds to be EXPENDED	What is the source of these OTHER Measure B/BB funds? (e.g. MB Gap Grant, LSR, MB LSR, etc.)	Fare Revenue to be expended on service	Amount of all Non-Alameda CTC funds to be EXPENDED (not including fares)	What is the source of these non-Alameda CTC funds? (e.g. city funds, federal, state, etc.)	Total Cost (all sources) <i>Automatically calculated</i>
Ride-On Tri-City! - WAV Van	4,811		\$ 186,297								\$ 186,297
Ride-On Tri-City! - Taxi	1,726		\$ 33,712			\$ 11,288					\$ 45,000
Ride-On Tri-City! - TNC	1,917					\$ 58,710					\$ 58,710
Meals on Wheels	15,000					\$ 7,000					\$ 7,000
0	0										\$ -
0	0										\$ -
0	0										\$ -
0	0										\$ -
0	0										\$ -
0	0										\$ -
0	0										\$ -
0	0										\$ -
0	0										\$ -
Totals	23,454	\$ -	\$ 220,009	\$ -	\$ 76,998	\$ -		\$ -	\$ -		\$ 297,007

Budget check (total revenue less total cost): \$137,329

PARATRANSIT DLD RESERVE BALANCES	Measure B	Measure BB	Total MB/BB
Estimated Reserve Balance, June 30, 2021:	\$0	\$137,329	\$137,329
Reserve balance as percent of FY 2020-21 Revenue*	0%	101%	39%

*Alameda CTC's Timely Use of Funds policy looks at entire jurisdiction's fund balance.

F.10 Direction to Initiate Proceedings for the Levy and Collection of Assessments for Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, 17, 18 and 19 in accordance with the provisions of the Landscaping and Lighting Act of 1972 – from Public Works Director Fajeau. (RESOLUTION)

Background/Discussion – The City Council has previously created Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, 17, 18 and 19 to provide for the operation and maintenance of certain landscaping and lighting improvements. These districts are as follows:

Landscaping and Lighting District No. 1: Central Avenue between Filbert Street and Willow Street - Provides for the maintenance of median landscaping on Central Avenue between Filbert Street and Willow Street and buffer landscaping adjacent to the Alameda County Flood Control channel immediately west of Filbert Street, and for the maintenance and operation of median street lights along this portion of Central Avenue.

Landscaping and Lighting District No. 2: Jarvis Avenue and Newark Boulevard adjacent to Dumbarton Technology Park and Four Corners shopping centers - Provides for the maintenance of Jarvis Avenue and Newark Boulevard median island and in-tract buffer landscaping and landscape irrigation systems adjacent to and within the boundaries of Tract 5232, the Dumbarton Industrial Park, and the Four Corners shopping centers.

Landscaping and Lighting District No. 4: Stevenson Boulevard and Cherry Street adjacent to New Technology Park - Provides for the maintenance of Stevenson Boulevard median island landscaping from the Nimitz Freeway to the railroad tracks west of Cherry Street and maintenance of median islands and up to 50 feet of greenbelt landscaping adjacent to Cherry Street and the interior loop streets within the boundaries of Stevenson Point Technology Park, the maintenance of landscaping across the Newark Unified School District property on Cherry Street, and the street lighting maintenance, trash capture device maintenance , and neighborhood park maintenance of Zone 2 - Sanctuary.

Landscaping and Lighting District No. 6: Cedar Boulevard, Duffel Redevelopment Area No. 2 - Provides for the maintenance of all street landscaping within the public right-of-way, and landscaping and landscape irrigation systems within easement areas and developed properties in Redevelopment Area No. 2 at Cedar Boulevard and Stevenson Boulevard plus the Stevenson Station Shopping Center.

Landscaping and Lighting District No. 7: Newark Boulevard, Rosemont Square Shopping Center - Provides for the maintenance of buffer landscaping and the landscape irrigation system within the public right-of-way and easement areas for Rosemont Square Shopping Center.

Landscaping and Lighting District No. 10: Consolidated District - Provides for the maintenance of landscaping and landscape irrigation systems within the right-of-way and easement areas for all of the Inactive Subdistricts.

Landscaping and Lighting District No. 11: Edgewater Drive medians - Provides for the maintenance of landscaped medians on Edgewater Drive.

Landscaping and Lighting District No. 13: Citation Homes and Bren Development/ Thornton Avenue - Provides for maintenance of the landscaping and lighting irrigation systems for Thornton Avenue, Cedar Boulevard, Willow Street, and other streets within these subdivisions. This district was relieved from the responsibility for maintenance of median landscaping on Thornton Avenue in May 1997. This district is therefore now an inactive district.

Landscaping and Lighting District No. 15: Robertson Avenue at Iris Court - Provides for the maintenance of the landscaping and irrigation systems on Robertson Avenue at Iris Court.

Landscaping and Lighting District No. 16: Kiote Drive in Tract 6671 - The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement along the street frontage of Kiote Drive in Tract 6671 and the landscaping, irrigation system, recreation facilities, and storm drainage pump station and filtration system for the mini-park common area.

Landscaping and Lighting District No. 17: Newark Boulevard and Mayhews Landing Road in Tract 7004 – The maintenance of landscaping and the landscape irrigation system within the public right-of-way of the Newark Boulevard and Mayhews Landing Road frontages of Tract 7004.

Landscaping and Lighting District No. 18: Cedar Boulevard median on the frontage of Tract 8130 – The maintenance of landscaping and the landscape irrigation system within the Cedar Boulevard median area along the frontage of Tract 8130 between Central Avenue and Smith Avenue.

Landscaping and Lighting District No. 19: Willow Street and Enterprise Drive in the Bayside Newark Transit Oriented Development – Provides for the maintenance of landscaping and the landscape irrigation system within the Willow Street and Enterprise Drive medians and traffic circles, maintenance of public street lighting systems, and maintenance of other improvements in the Bayside Newark Transit Oriented Development.

There are no new proposed improvements or substantial changes this year to existing improvements within any of the Landscaping and Lighting Districts.

In accordance with the Landscaping and Lighting Act of 1972 and the Government Code, the City Council is required to conduct a public hearing regarding the levy of annual assessments for the upcoming fiscal year. The City must publish a hearing notice, accept the annual Engineer's Reports for each district and conduct a public hearing. At subsequent meetings, the City Council will be asked to approve the completed engineer's reports and to schedule a public hearing for the proposed annual assessments.

Attachment - Resolution

Action - Staff recommends that the City Council, by resolution, initiate proceedings for the levy and collection of assessments for Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, 17, 18 and 19 in accordance with the provisions of the Landscaping and Lighting Act of 1972 for fiscal year 2020-2021.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK INITIATING PROCEEDINGS FOR THE LEVY AND
COLLECTION OF ASSESSMENTS FOR

LANDSCAPING AND LIGHTING DISTRICT
NOS. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, 17, 18 and 19
(Pursuant to the Landscaping and Lighting Act of 1972)

WHEREAS, the City Council of the City of Newark previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (the "Act") to establish Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, 17, 18 and 19 (the "Districts") in order to fund ongoing maintenance and improvements authorized under the Act; and

WHEREAS, there are no other new proposed improvements or any substantial changes to existing improvements in any of the Districts; and

WHEREAS, Section 22620, et seq. of the Act provides for the levy of annual assessments after formation of the Districts; and

WHEREAS, the City designates the City Engineer to prepare and file reports in accordance with Section 22565, et seq., of the Act (the "Engineer's Reports"); and

WHEREAS, pursuant to Section 22622 of the Act, the City Council wishes to initiate proceedings to provide for the levy of assessments for Fiscal Year 2020-2021 in order to provide for the necessary costs and expenses pertaining to the maintenance of the improvements within the Districts.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that:

1. Engineer's Reports: The City Council hereby orders the City Engineer prepare and file with the City Clerk the annual Engineer's Reports concerning the levy and collection of assessments within the Districts for the fiscal year commencing July 1, 2020, and ending June 30, 2021, in accordance with Section 22565, et seq., of the Act.
2. New Improvements or Changes to Existing Improvements: There are no changes to existing improvements nor are there any items being added to the list of improvements for the Districts.



City of Newark

MEMO

DATE: April 13, 2020
TO: City Council
FROM: Sheila Harrington, City Clerk *S.H.*
SUBJECT: Approval of Audited Demands for the City Council Meeting of April 23, 2020.

REGISTER OF AUDITED DEMANDS

US Bank General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
April 02, 2020	Page 1	120733 to 120773	Inclusive
April 10, 2020	Page 1-2	120774 to 120850	Inclusive



City of Newark

MEMO

DATE: April 13, 2020

TO: Sheila Harrington, City Clerk

FROM: Krysten Lee, Finance Director *KL*

SUBJECT: Approval of Audited Demands for the City Council Meeting of April 23, 2020.

The attached list of Audited Demands is accurate and there are sufficient funds for payment.

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
20733	284	ALAMEDA COUNTY INFORMATION TECHNOLOGY DE	04/02/20		
20734	11838	ARCHIVESOCIAL, INC.	04/02/20	4,035.53	AWS ACCESS FEES
20735	348	AT&T	04/02/20	776.01	SOCIAL MEDIA ARCHIVE SERVICE
20736	134	BATTERY SYSTEMS INC ATTN: ACCOUNTS RECEI	04/02/20	113.95	CIRCUITS, WHITE PAGES
20737	9680	BAY CENTRAL PRINTING	04/02/20	170.67	BATTERIES
20738	10261	CARBONIC SERVICE	04/02/20	63.78	BUSINESS CARD IMPRINTING
20739	11076	CRIME SCENE CLEANERS INC	04/02/20	226.41	CO2 BULK DELIVERY
20740	10793	AGHDAS POURGHOLI	04/02/20	900.00	HAZ WASTE CLEAN UP
20741	10793	TREVOR WARE	04/02/20	300.00	RENTAL DEPOSIT REFUND
20742	10793	ALEXANDRIA BALMORES	04/02/20	300.00	RENTAL DEPOSIT REFUND
20743	10793	KATHLEEN SCHULER	04/02/20	1,000.00	RENTAL AND DEPOSIT FEE REFUND
20744	10793	BETTY KREGG	04/02/20	132.00	TRIP REFUND
20745	10793	JAN DANIEL	04/02/20	126.00	TRIP REFUND
20746	10793	ALICIA "LISA" KEISER	04/02/20	127.00	TRIP REFUND
20747	10793	PATRICIA KITE	04/02/20	247.00	TRIP REFUND
20748	10793	MARIA KERR	04/02/20	121.00	TRIP REFUND
20749	7631	DELTA DENTAL OF CALIFORNIA ATTN: ACCOUNT	04/02/20	247.00	TRIP REFUND
20750	7641	DELTA DENTAL INSURANCE COMPANY ATTN: ACC	04/02/20	17,173.74	DENTAL PREMIUM - APR'20
20751	10478	STEVE G. HOOS EUGENE'S HOME APPLIANCE SE	04/02/20	175.98	DENTAL PREMIUM - APR'20
20752	4731	EWING IRRIGATION PRODUCTS INC	04/02/20	75.00	APPLIANCE REPAIRS
20753	7663	FIDELITY SECURITY LIFE INSURANCE/EYEMED	04/02/20	2.71	SUPPLIES AND PESTICIDES
20754	1733	FIRST BAPTIST CHURCH	04/02/20	2,309.94	VISION PREMIUM
20755	10707	GYM DOCTORS	04/02/20	80.00	DONATION - MAR'20
20756	11540	JANSSEN'S PLACE AUTO BODY	04/02/20	1,162.14	FITNESS EQUIPMENT MAINTENANCE
20757	11335	LEGACY ROOFING & WATERPROOFING	04/02/20	2,380.75	REPAIRS
20758	11309	MANUEL FERNANDEZ CONSTRUCTION	04/02/20	475.00	ROOFING REPAIRS
20759	3310	MAZE & ASSOCIATES	04/02/20	3,568.62	PARK FACILITIES REPAIR WORK
20760	7618	METLIFE SBC	04/02/20	38,627.50	ACCOUNTING SERVICES
20761	10907	MICHAEL YORKS INVESTIGATIONS	04/02/20	748.56	LONG TERM DISABILITY PREMIUM
20762	611	KKR AUTOMOTIVE DBA NAPA AUTO PARTS	04/02/20	3,075.00	BACKGROUND INVESTIGATION
20763	11789	KAILEY PETERSON	04/02/20	1,470.90	AUTO PARTS
20764	3674	PRIORITY 1 PUBLIC SAFETY EQUIPMENT INSTA	04/02/20	246.10	EXPENSE REIMBURSEMENT
20765	11690	QUADIENT FINANCE USA, INC.	04/02/20	3,479.28	PROJECT 2020-03 OUTFITTING LIGHTBARS
20766	11376	QUINCY ENGINEERING INC	04/02/20	1,000.00	NEOPOST POSTAGE
20767	654	SFPUC-WATER DEPARTMENT CUSTOMER SERVICE	04/02/20	12,965.00	PROFESSIONAL ENGINEERING SERVICES FOR CE
20768	112	WILLE ELECTRICAL SUPPLY CO INC	04/02/20	3,359.19	RENT/WATER
20769	5164	SAN MATEO REGIONAL NETWORK INC SMRN.COM	04/02/20	72.00	LIGHTS
20770	11098	SILVER & WRIGHT LLP	04/02/20	175.00	12 MONTHS SMTP PREMAIL MAIL FILTERING
20771	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	04/02/20	3,276.30	LITIGATION & LEGAL CONSULTING SRVCS
20772	8751	PROVIDENT LIFE & ACCIDENT INSURANCE COMP	04/02/20	250.00	PAYROLL DEDUCTION - GARNISHMENT
20773	853	VALLEY OIL COMPANY LOCKBOX# 138719	04/02/20	261.24	PAYROLL PREMIUM - E0246926
				8,094.49	FUEL
Total				113,390.79	

Final Disbursement List. Check Date 04/10/20, Due Date 04/20/20, Discount Date 04/20/20. Computer Checks.
 Bank 1001 US BANK

MICR check#	Vendor Number	Payee	Check Date	Check Amount	Description
20774	10449	AFLAC ATTN: REMITTANCE PROCESSING SERVIC	04/10/20	1,363.24	SHORT TERM DISABILITY PREMIUM
20775	5821	ALL CITY MANAGEMENT SERVICES, INC.	04/10/20	6,341.58	CROSSING GUARD SVCS
20776	12	ALLIED AUTO STORES INC	04/10/20	632.62	PARTS
20777	11756	MARK LEE & YONG KAY, INC. DBA BAY CONSTR	04/10/20	57,450.30	CIP #1208 NEWBARK DOG PARK
20778	11717	GVP VENTURES INC. DBA BOB MURRAY & ASSOC	04/10/20	741.52	EXECUTIVE RECRUITMENT
20779	11364	BVTS, INC.	04/10/20	600.00	EMERGENCY TREE WORK
20780	9888	BUREAU VERITAS NORTH AMERICA INC.	04/10/20	97,350.64	BUILDING PLAN CHECK SERVICES
20781	9150	CAL-WEST LIGHTING & SIGNAL MAINTENANCE I	04/10/20	4,399.16	TRAFFIC SIGNAL MAINTENANCE
20782	10261	CARBONIC SERVICE	04/10/20	481.53	CO2 BULK DELIVERY
20783	11563	CENTRAL VALLEY TOXICOLOGY, INC.	04/10/20	344.00	LAB TESTS
20784	10060	COMCAST	04/10/20	101.32	CABLE FOR THE YARD
20785	11544	COTTON, SHIRES AND ASSOCIATES, INC.	04/10/20	2,610.00	GEOTECH PEER REVIEW TRACT 8340 MARINA PL
20786	11076	CRIME SCENE CLEANERS INC	04/10/20	100.00	CRIME SCENE CLEANERS
20787	10793	DANA MICEK	04/10/20	73.00	CLASS REFUND
20788	10793	RAYNETTE RIZZO	04/10/20	69.50	CLASS REFUND
20789	10793	AMEER ELLABOUDY	04/10/20	110.00	CLASS REFUND
20790	10793	LY PHAN	04/10/20	300.00	RENTAL DEPOSIT REFUND
20791	10793	AMARJIT K SIDHU	04/10/20	83.00	CLASS REFUND
20792	10793	MARTHA ROJAS	04/10/20	83.00	CLASS REFUND
20793	10793	MILES PATENAUDE	04/10/20	220.00	CLASS REFUND
20794	10793	YUCHEN GE	04/10/20	220.00	CLASS REFUND
20795	10793	RIYA G GUPTA	04/10/20	220.00	CLASS REFUND
20796	10793	LUKE SARGENT	04/10/20	132.00	CLASS REFUND
20797	10793	HAARIS MALIK	04/10/20	91.00	CLASS REFUND
20798	10793	ZACH YI	04/10/20	165.00	CLASS REFUND
20799	10793	IBRAHIM IDRIS	04/10/20	166.00	CLASS REFUND
20800	10793	AJAY JOSHI	04/10/20	91.00	CLASS REFUND
20801	10793	SANVIKA PAMULA	04/10/20	91.00	CLASS REFUND
20802	10793	SUMITH CHANDRA	04/10/20	91.00	CLASS REFUND
20803	10793	SHEFALI TRIPATHI	04/10/20	182.00	CLASS REFUND
20804	10793	BILAL REHMAN	04/10/20	83.00	CLASS REFUND
20805	10793	EDEN CANNENTERRE	04/10/20	83.00	CLASS REFUND
20806	10793	LYDIA CHEN	04/10/20	91.00	CLASS REFUND
20807	10793	AIDAN J RIZZO	04/10/20	174.00	CLASS REFUND
20808	10793	GORDON LEE	04/10/20	174.00	CLASS REFUND
20809	10793	NYLA GONZALES	04/10/20	330.00	CLASS REFUND
20810	10793	JAXSON CARREON	04/10/20	83.00	CLASS REFUND
20811	10793	ARJUN ANANTHA	04/10/20	91.00	CLASS REFUND
20812	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	04/10/20	51.25	PH NOTICES
20813	41	DALE HARDWARE 3700 THORNTON AVE.	04/10/20	247.27	SUPPLIES
20814	6365	MARK DELAPPE	04/10/20	169.28	EXPENSE REIMBURSEMENT
20815	7183	DEMARAY'S GYMNASTICS ACADEMY	04/10/20	768.00	RECREATION CONTRACT
20816	11081	DEPARTMENT OF GENERAL SERVICES DIVISION	04/10/20	725.80	CA STATE CASP FEES (AB1379)
20817	11015	EAST BAY LAWN MOWER	04/10/20	105.14	FLEET SUPPLIES
20818	4731	EWING IRRIGATION PRODUCTS INC	04/10/20	1,009.67	SUPPLIES AND PESTICIDES
20819	924	FREMONT BANK PRIVATE BANKING ATTN: HELEN	04/10/20	1,919.83	O.C. JONES & SONS RETENTION PAYMENT ACCT
20820	11465	FRONTIER PACIFIC	04/10/20	149.00	DOOR REPAIR
20821	3638	MARK GOTHARD	04/10/20	3,850.20	RECREATION CONTRACT
20822	275	GOVERNMENT FINANCE OFFICERS ASSOCIATION	04/10/20	35.00	TRAINING
20823	10999	GURUS EDUCATIONAL SERVICES RITU KHURANA	04/10/20	597.38	RECREATION CONTRACT
20824	1591	PHILIP H HOLLAND	04/10/20	200.00	RESERVE UNIF ALLOWANCE

MICR check#	Vendor Number	Payee	Check Date	Check Amount	Description
20825	1457	HOME DEPOT CREDIT SERVICES DEPT. 32 - 25	04/10/20	1,589.10	SUPPLIES
20826	7593	BRUCE HOWCROFT	04/10/20	200.00	RESERVE UNIF ALLOWANCE
20827	11443	HIROSHI ICHIMURA	04/10/20	194.74	RECREATION CONTRACT
20828	11806	JOHN KAPU	04/10/20	714.33	EXPENSE REIMBURSEMENT
20829	10486	SHAKATI KHALSA	04/10/20	156.00	RECREATION CONTRACT
20830	5069	KIDZ LOVE SOCCER	04/10/20	342.00	RECREATION CONTRACT
20831	11775	LSL CPAS	04/10/20	10,025.00	AUDITING SERVICES
20832	11378	MNS ENGINEERS INC	04/10/20	27,383.50	OVERTIME INSPECTION WORK FOR TRACT 8099
20833	11731	O.C. JONES & SONS, INC.	04/10/20	36,476.85	CIP #1192 SPORTSFIELD PARK AND SKATE PAR
20834	11697	PAKPOUR CONSULTING GROUP, INC.	04/10/20	9,148.13	ENGINEERING PLAN CHECK AND INSPECTION SE
20835	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	04/10/20	412.00	PEST CONTROL
20836	329	PHOENIX GROUP INFORMATION SYSTEMS	04/10/20	624.25	PARKING CITATION PROGRAM
20837	11706	SNG & ASSOCIATES, INC.	04/10/20	6,931.50	ENGINEERING PLAN CHECK AND CONSULTANT SE
20838	120	SPARTAN ENGINEERING INC	04/10/20	1,224.48	FIRE PANEL REPAIRS
20839	11533	ST. FRANCIS ELECTRIC. LLC.	04/10/20	26,464.00	STREETLIGHT MAINTENANCE SERVICES
20840	40	STAPLES	04/10/20	1,221.08	OFFICE SUPPLIES
20841	11713	SURF TO SNOW ENVIRONMENTAL RESOURCE MANA	04/10/20	720.00	STORMWATER INSPECTION SERVICES
20842	7744	T-MOBILE	04/10/20	140.24	IPHONE SVC
20843	7642	THE CONSULTING TEAM LLC	04/10/20	1,382.50	SUPERV/MGMT TRAINING
20844	11644	TIREHUB, LLC.	04/10/20	1,988.15	TIRES
20845	688	UNION SANITARY DISTRICT ACCOUNTING	04/10/20	831.83	STORM LINE
20846	363	UNITED STATES POSTMASTER	04/10/20	2,765.00	POSTAGE
20847	5623	VERIZON WIRELESS	04/10/20	4,451.52	IPHONE SVC
20848	5623	VERIZON BUSINESS SERVICES	04/10/20	612.82	CELL SVC FOR MDTs
20849	6977	WEISSMAN DESIGNS FOR DANCE	04/10/20	5,203.34	COSTUMES FOR ANNUAL DANCE REVUE
20850	7308	THE GOODYEAR TIRE & RUBBER COMPANY	04/10/20	59.00	TIRES
Total				327,101.59	