CITY OF NEWARK
CITY COUNCIL

City Administration Building, City Council Chambers

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

AGENDA

Thursday, July 25, 2024
7:00 P.M.

A. ROLL CALL

B. PRESENTATIONS

1. Ceremonial Oath of Office for Council Member Ana Apodaca

2. Proclamation for the Portuguese Fraternal Society of America Council No. 16 Holy Ghost Festival

3. Introduction of employee(s)

C. PUBLIC COMMENT

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

D. CONSENT CALENDAR

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

1. Approval of Audited Demands

2. Waive full reading, conduct second reading by title only, and adoption of an ordinance re-adopting Chapter 2.50, “Military Equipment Use Policy”, to the Newark Municipal Code

3. Waive full reading, conduct second reading by title only, and adoption of an ordinance amending Chapter 2.28 of the Newark Municipal Code "Personnel System"

4. Adopt a resolution approving a Software-as-a-Service ("SaaS") Agreement with ClearGov for ClearGov Insights Suite, Budget Suite, and Digital Budget Book

5. Adopt a resolution authorizing the City Manager to execute an amendment to the Microsoft Enterprise Agreement with Dell Marketing, L.P. (Dell) and amending the 2024-2026 Biennial Budget and Capital Improvement Plan

6. Adopt resolutions: (1) amending the Employee Classification Plan to delete and add multiple classifications; (2) amending the Compensation and Benefit Plan for the Management, Supervisory and Professional Employee Group; (3) amending the City's Salary Schedule in conformance with California Code of Regulations, Title 2, Section 570.5; (4) amending the 2024-2026 Biennial Budget and Capital Improvement Plan; and (5) approving a Side Letter to the Memorandum of Understanding with the Newark Police Association

7. Adopt a resolution approving a Side Letter to the Memorandum of Understanding between the City of Newark and the Newark Association of Miscellaneous Employees

8. Adopt a resolution establishing the Fiscal Year 2025 Tax Appropriations Limit

9. Resolution granting permission to Vice Mayor Freitas and Council Member Collazo to be absent from City Council meetings

10. Adopt a resolution authorizing the City Manager to execute an amended Contractual Equipment and Services Agreement with RJMS Corporation DBA Toyota Material Handling of Northern California for the purchase of a sub-compact sweeper

11. Adopt a resolution accepting the bid and awarding the contract for the Base Bid and Additive Alternate Bid No. 1 to VSS International, Inc. for 2024 Slurry Seal Program, Project No. 1345 (CIPA10006.FY2024); Exempt from CEQA review per CEQA Guidelines Section 15301

12. Adopt a resolution authorizing the City Manager to execute a Cooperative Agreement with the Alameda County Water District for water main design and construction associated with the Old Town Streetscape Improvements, Project 1258

E. PUBLIC HEARINGS

1. Hearing to consider property owners' objections and adopt a resolution confirming the Superintendent of Streets' Report concerning weed abatement assessments

2. Public Hearing for Landscaping and Lighting District Nos. 1, 2, 4, 7, 11, 15, 16, 17, 18 and 19 and Adopt a Resolution Confirming Diagrams and Assessments and Levying and Collection of Assessments for Landscaping and Lighting District Nos. 1, 2, 4, 7, 11, 15, 16, 17, 18, 19 for Fiscal 2025 and Order the Dissolution of Landscaping and Lighting District Nos. 6, 10 and 13 Commencing in Fiscal Year 2025

F. OTHER BUSINESS

1. Adopt a resolution approving the Broadband Master Plan

2. Chief of Police Arguello presentation of the 2023 Newark Police Department Annual Report

G. CITY MANAGER UPDATES

H. CITY COUNCIL MATTERS

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

I. CLOSED SESSION

1. Conference with legal counsel - Existing Litigation
Pursuant to California Government Code Section 54956.9(d)(1)
Name of Case: In re National Prescription Opiate Litigation (National opioid litigation involving Kroger)
Case No. 1:17-MD-2804

J. ADJOURNMENT

MEETING INFORMATION

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

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

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

Zoom will no longer be available for public participation unless required by Assembly Bill 2449. Should a Council Member or the Mayor attend the meeting via Zoom pursuant to Assembly Bill 2249, then the Webinar ID 899 7427 8099 will be activated. The Mayor will make an announcement at the beginning of the meeting that the City will be allowing public comment via Zoom. Raise your virtual hand to notify the City Clerk that you would like to speak during the item that you wish to speak on.

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

No question shall be asked of a council member, city staff, or an audience member except through the Mayor. No

person shall interrupt the meeting. Any person who refuses to carry out instructions given by the Mayor for the purpose of maintaining order may be guilty of an infraction and may result in removal from the meeting.

Council Meeting Access/Materials:
The agenda packet is available for review at Agendas and Minutes. The packet is typically posted to the City website the Friday before the meeting, but no later than 72 hours before the meeting.

Pursuant to Government Code 54957.5, supplemental materials distributed less than 72 hours before this meeting, to a majority of the City Council, will be made available for public inspection at this meeting and will be posted at https://www.newark.org/departments/city-manager-s-office/agendas-minutes and will concurrently be made available for public inspection during regular business hours at the David W. Smith City Hall, 37101 Newark Boulevard, Newark CA. Materials prepared by City staff and distributed during the meeting are available for public inspection at the meeting or after the meeting if prepared by some other person. Documents related to closed session items or are exempt from disclosure will not be made available for public inspection. For those persons who require special accommodations, please contact the City Clerk at least two days prior to the meeting at City Clerk or 510-578-4266.

Executive Team Members

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

STAFF REPORT

Item B. 1.

DATE	07/25/2024
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Ceremonial Oath of Office for Council Member Ana Apodaca

On July 8, 2024, the City Council appointed Ana Apodaca to the City Council until the certification of November 5, 2024, election results. The Oath of Office was administered after the special City Council Meeting. Alameda County Supervisor Elisa Márquez will administer a ceremonial Oath of Office at the July 25, 2024, City Council meeting for Council Member Apodaca.

STAFF REPORT

Item B. 2.

DATE	07/25/2024
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Proclamation for the Portuguese Fraternal Society of America Council No. 16 Holy Ghost Festival

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The Portuguese Fraternal Society of America Council No. 16 will celebrate the annual Holy Ghost Festival and their anniversary in the City of Newark on July 27 and 28, 2024. This will be the 101st celebration of Holy Ghost Festival in Newark. Representatives from the Portuguese Fraternal Society will be at the City Council meeting to accept a proclamation.

Attachments

Proclamation

PROCLAMATION NO. 1922

PORTUGUESE FRATERNAL SOCIETY OF AMERICA COUNCIL NO. 16
101st ANNIVERSARY

WHEREAS, the Annual Newark Pavilion/Portuguese Fraternal Society of America (P.F.S.A.) Council No. 16 Holy Ghost Festival will be celebrated in Newark on July 27-28, 2024; and

WHEREAS, this event will also be the celebration of the Society's 101st Anniversary in the City of Newark; and

WHEREAS, the early members of P.F.S.A. were involved in and contributed greatly to the development of the City of Newark; and

WHEREAS, these early members of P.F.S.A. established the Holy Ghost Festival, thus preserving their Portuguese homeland traditions and sharing those traditions with all Newark residents; and

WHEREAS, the City of Newark wishes to join the Portuguese community of Newark in the celebration of their 101st Anniversary of the Annual Newark Pavilion/P.F.S.A. Council No. 16 Holy Ghost Festival;

NOW, THEREFORE, I, Michael K. Hannon, Mayor of the City of Newark, on behalf of the Newark City Council, do hereby proclaim July 27-28, 2024, as days of celebration of the

PORTUGUESE FRATERNAL SOCIETY OF AMERICA COUNCIL NO. 16
101st ANNIVERSARY

and ask all citizens of the City of Newark to join in celebration of this event and in celebration of the rich cultural history that our Portuguese community shares with all residents of Newark.

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

Michael K. Hannon
Mayor

STAFF REPORT

Item B. 3.

DATE	07/25/2024
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Introduction of employee(s)

The following employees will be introduced at the City Council meeting:

Howard Young, Public Works Director
Violetta Berlanga, Police Officer
Matt Reymundo, Public Safety Dispatch Supervisor
Shobna Sharma, Community Engagement Manager
Deepa Iyer, Management Analyst II
James Yonathan, Building Inspector I

STAFF REPORT

Item D. 1.

DATE	07/25/2024
TO	Honorable Mayor and City Council Members
FROM	Krysten Lee, Finance Director
SUBJECT	Approval of Audited Demands

Attachments

Audited Demands 06.13.24_1
Audited Demands 06.13.24_2
Audited Demands 06.20.24
Audited Demands 06.27.24
Audited Demands 07.03.24

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 06/13/2024

Type	Date	Number Source		Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE						
Check	06/13/2024	11421	Miscellaneous Billing Refund	COOPER , LONNA J		150.00
AP ZBA ACCOUNTS PAYABLE Totals:				Transactions: 1		$150.00

Checks: 1 $150.00

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 06/13/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	06/13/2024	11422 Accounts Payable	ABACUS PRODUCTS INC		1,417.92
	Invoice	Date	Description	Check Sort Code	Amount
	B76095	05/20/2024	CITY LETTERHEAD WINDOW ENVELOPES - 05/14/24		696.17
	B76096	05/20/2024	CITY LETTERHEAD REGULAR ENVELOPES - 05/14/24		334.53
	B76165	05/24/2024	SEARCH WARRANT SUPPLIES		387.22
Check	06/13/2024	11423 Accounts Payable	ADAMSON POLICE PRODUCTS		2,821.04
	Invoice	Date	Description	Check Sort Code	Amount
	INV415260	05/18/2024	PATROL SUPPLIES		2,821.04
Check	06/13/2024	11424 Accounts Payable	AFLAC		1,171.90
	Invoice	Date	Description	Check Sort Code	Amount
	020751	06/06/2024	AFLAC - MAY 2024 PREMIUMS		1,171.90
Check	06/13/2024	11425 Accounts Payable	ALLIED AUTO STORES INC		2,669.73
	Invoice	Date	Description	Check Sort Code	Amount
	MAY' 24	05/31/2024	ALLIED-FLEET SUPPLIES 05/06-05/28/24		2,669.73
Check	06/13/2024	11426 Accounts Payable	AMERICAN LANGUAGE SERVICES		315.00
	Invoice	Date	Description	Check Sort Code	Amount
	81078	05/16/2024	TRNSL & INTERP SVCS - ARPA - JOB# 051724-AM37 5/17/24		105.00
	81173	05/20/2024	TRNSL & INTERP SVCS - ARPA - JOB# 052024-GG81 5/20/24		210.00
Check	06/13/2024	11427 Accounts Payable	BARG COFFIN LEWIS & TRAPP, LLP		61.50
	Invoice	Date	Description	Check Sort Code	Amount
	50347	04/30/2024	LEGAL SERVICES THROUGH APRIL 30, 2024		61.50
Check	06/13/2024	11428 Accounts Payable	BAY ISLAND OFFICIALS ASSOCIATION		900.00
	Invoice	Date	Description	Check Sort Code	Amount
	MAY312024	05/31/2024	OFFICIATING FOR BASKETBALL GAMES FOR MAY '24		900.00
Check	06/13/2024	11429 Accounts Payable	BUREAU VERITAS NORTH AMERICA INC.		20,733.16
	Invoice	Date	Description	Check Sort Code	Amount
	RI 24019975	05/15/2024	BI FIELD INSPECTION AND RELATED PROFESSIONAL SERVICES 05/24		20,733.16
Check	06/13/2024	11430 Accounts Payable	BURTON'S FIRE INC		2,650.00
	Invoice	Date	Description	Check Sort Code	Amount
	W 82053	06/06/2024	ANNUAL SERVICE UNIT #241 6/6/24		2,650.00

Check	06/13/2024	11431	Accounts Payable	FREMONT CHEVROLET		95,945.40
	Invoice		Date	Description	Check Sort Code	Amount
	1139790		03/18/2024	FLEET-DYE		18.62
	199		06/03/2024	2024 SILVERADO 3500 TRUCK		95,926.78
Check	06/13/2024	11432	Accounts Payable	DAN CIANCIARULO		80.43
	Invoice		Date	Description	Check Sort Code	Amount
	050924EXP		05/09/2024	BOOT REIMBURSEMENT 05/09/24		80.43
Check	06/13/2024	11433	Accounts Payable	CINTAS CORP		14,572.06
	Invoice		Date	Description	Check Sort Code	Amount
	APR' 24		04/30/2024	UNIFORM/MATS APRIL 2024		1,732.00
	1904892264		06/06/2024	CITYWIDE POLOS		12,840.06
Check	06/13/2024	11434	Accounts Payable	CLASSIC GRAPHICS		155.60
	Invoice		Date	Description	Check Sort Code	Amount
	49581		05/21/2024	BADGE PRINTED ON SATIN ALUMINUM		155.60
Check	06/13/2024	11435	Accounts Payable	ALAMEDA COUNTY CLERK		50.00
	Invoice		Date	Description	Check Sort Code	Amount
	PRJ1346		06/06/2024	NOTICE OF EXEMPTION HANDLING FEE - 1346		50.00
Check	06/13/2024	11436	Accounts Payable	DAILY JOURNAL CORPORATION		46.25
	Invoice		Date	Description	Check Sort Code	Amount
	B3821118		06/11/2024	PUBLISH PH BIENNIAL BUDGET AND CIP 06/11/2024		46.25
Check	06/13/2024	11437	Accounts Payable	DALE HARDWARE		6,312.56
	Invoice		Date	Description	Check Sort Code	Amount
	MAY' 24		05/25/2024	DALE SUPPLIES 05/25/2024		6,312.56
Check	06/13/2024	11438	Accounts Payable	DELTA DENTAL OF CALIFORNIA		17,059.16
	Invoice		Date	Description	Check Sort Code	Amount
	BE006087594		06/06/2024	DELTA DENTAL PPO - JUNE 2024 PREMIUMS		17,059.16
Check	06/13/2024	11439	Accounts Payable	DELTA DENTAL INSURANCE COMPANY		241.51
	Invoice		Date	Description	Check Sort Code	Amount
	BE006085923		06/06/2024	DELTA CARE - JUNE 2024 PREMIUMS		241.51
Check	06/13/2024	11440	Accounts Payable	DEPARTMENT OF JUSTICE		384.00
	Invoice		Date	Description	Check Sort Code	Amount
	732434		05/03/2024	FINGERPRINTING FEES - 04/24		384.00
Check	06/13/2024	11441	Accounts Payable	EVAN HARRAR		1,775.00
	Invoice		Date	Description	Check Sort Code	Amount
	051124		05/11/2024	VIDEOTAPING SERVICES FOR 2024 SOTC 04/27/24		1,775.00
Check	06/13/2024	11442	Accounts Payable	FIDELITY SECURITY LIFE INSURANCE/EYEMED		2,310.18
	Invoice		Date	Description	Check Sort Code	Amount
	166313008		06/06/2024	EYEMED - JUNE 2024 PREMIUMS		2,310.18
Check	06/13/2024	11443	Accounts Payable	FREMONT FORD		2,708.87

	Invoice	Date	Description	Check Sort Code	Amount
	435334	05/29/2024	FLEET INSPECTION VEH #1901 5/20/24		1,638.52
	224738	05/29/2024	FLEET-TUB ASY		157.82
	224900	06/04/2024	FLEET OIL DRAIN PLUG		21.10
	432966	04/03/2024	FLEET SERVICE 2019 FORD PD INTERCEPTOR 3/27/24		891.43
Check	06/13/2024	11444 Accounts Payable	GAIL M. GOLDMAN ASSOCIATES, LLC		9,165.00
	Invoice	Date	Description	Check Sort Code	Amount
	5	05/15/2024	PUBLIC ART CONSULTING SERVICES - PHASE III MAY 2024		9,165.00
Check	06/13/2024	11445 Accounts Payable	GOOD CITY COMPANY		14,990.00
	Invoice	Date	Description	Check Sort Code	Amount
	3575	04/30/2024	GENERAL PLANNING SERVICES - SVCS 04/01 - 04/30/24		14,990.00
Check	06/13/2024	11446 Accounts Payable	GRAINGER		306.11
	Invoice	Date	Description	Check Sort Code	Amount
	9111357720	05/07/2024	SIDE LATCH AND DOOR PULL		82.61
	9126827188	05/21/2024	DEGREASER		223.50
Check	06/13/2024	11447 Accounts Payable	HOME DEPOT CREDIT SERVICES		11,495.45
	Invoice	Date	Description	Check Sort Code	Amount
	MAY '24	05/13/2024	HOME DEPOT CC PURCHASE 04/15/24-05/06/24		11,495.45
Check	06/13/2024	11448 Accounts Payable	JEFF'S MOBILE GLASS INC.		1,209.59
	Invoice	Date	Description	Check Sort Code	Amount
	IJMG-0214-82969	02/14/2024	WINDSHIELD REPLACEMENT VEH 27 2/14/24		371.50
	IJMG-1207-82494	12/07/2023	WINDSHIELD REPLACEMENT VEH 23 12/7/23		838.09
Check	06/13/2024	11449 Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC		3,326.69
	Invoice	Date	Description	Check Sort Code	Amount
	55Y1457312	05/23/2024	COPIER LEASE YEAR 2 OF 5 - OVERAGES 04/21-05/20/24		3,326.69
Check	06/13/2024	11450 Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC		121.83
	Invoice	Date	Description	Check Sort Code	Amount
	55Y1457268	05/23/2024	COPIER LEASE YEAR 2 OF 5 - TONER SILLIMAN		121.83
Check	06/13/2024	11451 Accounts Payable	NAPA AUTO PARTS		1,929.74
	Invoice	Date	Description	Check Sort Code	Amount
	MAY' 24	05/31/2024	NAPA-FLEET SUPPLIES MAY 2024		1,929.74
Check	06/13/2024	11452 Accounts Payable	L.N. CURTIS & SONS		111.37
	Invoice	Date	Description	Check Sort Code	Amount
	INV825811	05/20/2024	MAFF GEAR-CERVANTES		111.37
Check	06/13/2024	11453 Accounts Payable	LOOMIS		386.39
	Invoice	Date	Description	Check Sort Code	Amount
	13506135	05/31/2024	ARMORED CAR SERVICE - 05/24		386.39
Check	06/13/2024	11454 Accounts Payable	LYNN PEAVEY COMPANY		258.64
	Invoice	Date	Description	Check Sort Code	Amount
	410019	05/31/2024	EVIDENCE SUPPLIES ZWTP SK RED STD		258.64

Check	06/13/2024	11455	Accounts Payable	MEYERS NAVE		1,616.60
	Invoice		Date	Description	Check Sort Code	Amount
	216607		04/10/2024	LEGAL SVCS - PROLOGIS PROJECT - THRU 3/31/24		101.00
	216602		04/10/2024	LEGAL SVCS - MOWRY VILLAGE PROJECT - SVCS THRU 3/31/24		1,515.60
Check	06/13/2024	11456	Accounts Payable	NHA ADVISORS, LLC		1,950.00
	Invoice		Date	Description	Check Sort Code	Amount
	01342		05/20/2024	FINANCIAL CONSULTING - PENSION EDUCATION 04/01-04/30/24		1,950.00
Check	06/13/2024	11457	Accounts Payable	OGAWA-MUNE INC		735.37
	Invoice		Date	Description	Check Sort Code	Amount
	339549		06/08/2024	TREES-POINT OF SALE		735.37
Check	06/13/2024	11458	Accounts Payable	OSBORNE LUMBER COMPANY, INC.		14.68
	Invoice		Date	Description	Check Sort Code	Amount
	594997		05/20/2024	LUMBER FOR BANNER		14.68
Check	06/13/2024	11459	Accounts Payable	REYES COCA-COLA BOTTLING LLC.		2,002.10
	Invoice		Date	Description	Check Sort Code	Amount
	41031864007		04/26/2024	CAFE FOOD AND BEVERAGE SUPPLIES		665.46
	41492953005		05/24/2024	CAFE FOOD AND BEVERAGE SUPPLIES		1,336.64
Check	06/13/2024	11460	Accounts Payable	EDDA RIVERA		48.78
	Invoice		Date	Description	Check Sort Code	Amount
	0502-050324EXP		05/22/2024	MILEAGE REIMBURSEMENT - GRANT WRITING WORKSHOP 05/02-05/03/24		48.78
Check	06/13/2024	11461	Accounts Payable	JOSE RODRIGUEZ		350.00
	Invoice		Date	Description	Check Sort Code	Amount
	053124EXP		05/31/2024	BOOT REIMBURSEMENT 5/31/24		350.00
Check	06/13/2024	11462	Accounts Payable	SFPUC		2,915.64
	Invoice		Date	Description	Check Sort Code	Amount
	65218		05/22/2024	SFPUC RENT WATER AC#2866 05/22/24		2,915.64
Check	06/13/2024	11463	Accounts Payable	SEDGWICK		5,420.00
	Invoice		Date	Description	Check Sort Code	Amount
	BRS-0020612		05/22/2024	REMOTE RISK CONTROL-APRIL 2024		5,420.00
Check	06/13/2024	11464	Accounts Payable	CENTERVILLE LOCKSMITH		7.48
	Invoice		Date	Description	Check Sort Code	Amount
	338590		05/08/2024	ALMET KEY		7.48
Check	06/13/2024	11465	Accounts Payable	STANDARD INSURANCE COMPANY		1,462.78
	Invoice		Date	Description	Check Sort Code	Amount
	JUNE 2024		06/06/2024	STANDARD - JUNE 2024 PREMIUMS		1,462.78
Check	06/13/2024	11466	Accounts Payable	SYSERCO, INC		225,142.54
	Invoice		Date	Description	Check Sort Code	Amount
	21485		03/31/2024	STREETLIGHTS 03/31/24		225,142.54
Check	06/13/2024	11467	Accounts Payable	THE ED JONES CO INC		147.90

Invoice	Date	Description	Check Sort Code	Amount
56245	04/04/2024	TOP NAME RIBBON-C.LARA,T.STEVENSON		147.90

Check 06/13/2024 11468 Accounts Payable THE GOODYEAR TIRE & RUBBER COMPANY 3,198.35

Invoice	Date	Description	Check Sort Code	Amount
184-1100363	02/07/2024	EMERGENCY TIRE SERVICE 2/7/24		443.75
184-1100354	02/06/2024	EMERGENCY TIRE SERVICE 2/6/24		443.75
184-1100205	01/04/2024	EMERGENCY TIRE SERVICE 1/4/24		2,310.85

Check 06/13/2024 11469 Accounts Payable THE KPA GROUP 9,600.00

Invoice	Date	Description	Check Sort Code	Amount
007	03/31/2024	ON-CALL ARCHITECTURAL SERVICES 03/01-03/31/24		7,200.00
008	04/30/2024	ON-CALL ARCHITECTURAL SERVICES 04/01-04/30/24		2,400.00

Check 06/13/2024 11470 Accounts Payable JENNIFER TRAN 62.31

Invoice	Date	Description	Check Sort Code	Amount
0401-043024EXP	04/30/2024	MILEAGE REIMBURSEMENT 04/01-04/30/24		39.53
0501-053124EXP	05/31/2024	MILEAGE REIMBURSEMENT 05/01-05/31/24		22.78

Check 06/13/2024 11471 Accounts Payable TYGERS PUERTO RICAN BBQ 2,500.00

Invoice	Date	Description	Check Sort Code	Amount
000017	05/30/2024	CATERING SERVICE-SWEARING-IN CEREMONY CHIEF 05/30/24		850.00
000016	05/22/2024	CATERING SERVICE-SWEARING-IN CEREMONY CHIEF 05/30/24		1,650.00

Check 06/13/2024 11472 Accounts Payable H&M SOUND 21,000.00

Invoice	Date	Description	Check Sort Code	Amount
001-2024	06/04/2024	2024 SUMMER CONCERT SERIES FIRST PAYMENT 1 - 06/24		21,000.00

Check 06/13/2024 11473 Accounts Payable UNIVERSAL BUILDING SERVICES & SUPPLY CO. 5,846.00

Invoice	Date	Description	Check Sort Code	Amount
525413	04/30/2024	JANITORIAL SERVICES - LIBRARY MAY 2024		5,846.00

Check 06/13/2024 11474 Accounts Payable VERDE DESIGN INC 37,751.21

Invoice	Date	Description	Check Sort Code	Amount
2-2313800	01/17/2024	LAKESHORE PARK - FEASIBILITY STUDY 11/26-12/25/23		3,682.00
1-2313800	12/12/2023	LAKESHORE PARK - FEASIBILITY STUDY 10/26-11/25/23		2,587.50
1-2319400	11/08/2023	CITYWIDE PARK SIGNAGE & DOCUMENTATION 09/26-10/25/23		287.50
2-2319400	12/12/2023	CITYWIDE PARK SIGNAGE & DOCUMENTATION 10/26-11/25/23		6,150.21
3-2319400	01/17/2024	CITYWIDE PARK SIGNAGE & DOCUMENTATION 11/26-12/25/23		15,640.00
7-2319400	05/14/2024	CITYWIDE PARK SIGNAGE & DOCUMENTATION 03/26-04/25/24		3,066.50
6-2320900	05/14/2024	NEWARK MEL NUNES PARK - ADDITIONAL FIELD NETTING 03/26-04/25/24		6,337.50

Check 06/13/2024 11475 Accounts Payable ORION SECURITY 2,310.40

Invoice	Date	Description	Check Sort Code	Amount
126850	06/01/2024	UNARMED, UNIFORMED SECURITY GUARD 5/28/24 - 5/31/24		1,155.20
126932	06/08/2024	UNARMED, UNIFORMED SECURITY GUARD 6/3/24 - 6/6/24		1,155.20

Check 06/13/2024 11476 Accounts Payable ANAS , GEORGE 11.71

Invoice	Date	Description	Check Sort Code	Amount

	061124UUT		06/11/2024	UTILITY USERS TAX REFUND 07/02/23-04/02/24			11.71
Check	06/13/2024	11477	Accounts Payable	TAYLOR MORRISON SERVICES INC.			323.44
	Invoice		Date	Description		Check Sort Code	Amount
	2024-2713		06/06/2024	ESUB2024-0001 RFND			323.44
EFT	06/13/2024	1052	Accounts Payable	ART BUILDS COMMUNITY LLC	322271627 / 521573215		6,900.00
	Invoice		Date	Description		Check Sort Code	Amount
	#5-OLD TOWN		05/06/2024	OLD TOWN STREETSCAPE PUBLIC ART PROJECT MGMT 04/06-05/06/24			6,900.00
EFT	06/13/2024	1053	Accounts Payable	CLIENTFIRST TECHNOLOGY CONSULTING	122037760 / 001064667052		4,317.50
	Invoice		Date	Description		Check Sort Code	Amount
	16616		04/30/2024	TELECOM IMPLEMENTATION 02/01-04/30/24			4,317.50
EFT	06/13/2024	1054	Accounts Payable	SPECTRUM SMALL BUSINESS SERVICES, LLC	325084426 / 5348560846		1,210.00
	Invoice		Date	Description		Check Sort Code	Amount
	05312024-GENERAL		05/31/2024	SM BUS SUPPORT - TEAM MEETINGS, ADMIN, EMERG PREP PLANNING 5/24			797.50
	05312024-ARPA		05/31/2024	SMALL BUSINESS SUPP - MEETINGS & ADMIN FOR OTBA - ARPA - 5/24			412.50
EFT	06/13/2024	1055	Accounts Payable	COTTON, SHIRES AND ASSOCIATES, INC. (ACH)	121122676 / 157535269292		1,486.25
	Invoice		Date	Description		Check Sort Code	Amount
	524009		05/01/2024	GEOTECH PEER REVIEW - 3800 CEDAR BLVD 04/16-04/23/24			1,486.25
EFT	06/13/2024	1056	Accounts Payable	REDWOOD PUBLIC LAW, LLP	121000358 / 325192270245		3,157.00
	Invoice		Date	Description		Check Sort Code	Amount
	10403		04/30/2024	LEGAL SVCS/SANCTUARY WEST/ACQ. OF PROPERTY - SVCS THRU 4/30/24			1,751.00
	10413		04/30/2024	LEGAL SVCS/SAHA PROJECT/MATTER ID: 489.1014 - SVCS THRU 4/30/24			1,406.00
EFT	06/13/2024	1057	Accounts Payable	STANTEC CONSULTING SERVICES INC (ACH)	111000012 / 3752096026		40,904.90
	Invoice		Date	Description		Check Sort Code	Amount
	2196260		02/20/2024	EIR CONSULTING FOR MOWRY VILLAGE PRJCT - PER. ENDING 01/26/24			28,386.00
	2208340		03/18/2024	EIR CONSULTING FOR MOWRY VILLAGE PRJCT - PER. ENDING 02/23/24			7,018.90
	2222419		04/19/2024	EIR CONSULTING FOR MOWRY VILLAGE PRJCT - PER. ENDING 03/22/24			5,500.00

AP ZBA ACCOUNTS PAYABLE Totals: Transactions: 62 $600,075.02

Checks:	56	$542,099.37
EFTs:	6	$57,975.65

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 06/20/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	06/20/2024	11478 Accounts Payable	ABACUS PRODUCTS INC		611.27
	Invoice	Date	Description	Check Sort Code	Amount
	B76222	05/30/2024	PROPERTY RECEIPTS		611.27
Check	06/20/2024	11479 Accounts Payable	ACCESS		240.00
	Invoice	Date	Description	Check Sort Code	Amount
	10962021	05/31/2024	SHREDDING SVCS MAY 2024		240.00
Check	06/20/2024	11480 Accounts Payable	AIRGAS USA, LLC		103.65
	Invoice	Date	Description	Check Sort Code	Amount
	5508601825	05/31/2024	CYL ACETYLENE RENTAL 05/31/24		103.65
Check	06/20/2024	11481 Accounts Payable	ALL CITY MANAGEMENT SERVICES, INC.		7,886.48
	Invoice	Date	Description	Check Sort Code	Amount
	93825	05/29/2024	SCHOOL CROSSING GUARD SVCS 05/12-05/25/24		7,886.48
Check	06/20/2024	11482 Accounts Payable	ALPINE AWARDS INC		4,464.53
	Invoice	Date	Description	Check Sort Code	Amount
	6107261	05/08/2024	STAFF SHIRTS		4,464.53
Check	06/20/2024	11483 Accounts Payable	APPLIED AIR FILTERS, INC.		1,391.38
	Invoice	Date	Description	Check Sort Code	Amount
	47306	05/28/2024	BLDG AND PD AIR FILTERS		1,391.38
Check	06/20/2024	11484 Accounts Payable	APPLIED LANDSCAPE MATERIALS, INC.		4,773.94
	Invoice	Date	Description	Check Sort Code	Amount
	14975	06/10/2024	ASH ST PARK PLAYGROUND FIBER INSTAL 6/10/24		4,773.94
Check	06/20/2024	11485 Accounts Payable	ASCENT ENVIRONMENTAL, INC.		13,160.00
	Invoice	Date	Description	Check Sort Code	Amount
	20230149.01-2	05/28/2024	CLIMATE ACTION PLAN DEVELOPMENT 04/24		13,160.00
Check	06/20/2024	11486 Accounts Payable	MATTHEW AVILA		329.24
	Invoice	Date	Description	Check Sort Code	Amount
	061124EXP	06/12/2024	EXPENSE REIMBURSEMENT - BOOTS 06/11/24		329.24
Check	06/20/2024	11487 Accounts Payable	BAKER TILLY US, LLP		7,500.00
	Invoice	Date	Description	Check Sort Code	Amount

	BT2832804	06/06/2024	RECLASSIFICATION STUDY-JOB DESCRIPTIONS AND SALARY SURVEYS FY24			7,500.00
Check	06/20/2024	11488 Accounts Payable	BAY CENTRAL PRINTING			692.19
	Invoice	Date	Description		Check Sort Code	Amount
	198710	04/25/2024	TASTE OF OLD TOWN GUIDE - 500 8.5 X 11 FOLDS			692.19
Check	06/20/2024	11489 Accounts Payable	JEREMY BECK			82.04
	Invoice	Date	Description		Check Sort Code	Amount
	041924EXP	06/10/2024	PD LOGO DIGITIZING FEE			82.04
Check	06/20/2024	11490 Accounts Payable	BOUND TREE MEDICAL, LLC			2,983.64
	Invoice	Date	Description		Check Sort Code	Amount
	85357655	05/23/2024	GLOVES - XL			498.38
	85356306	05/22/2024	GLOVES - SMALL, MED AND LARGE			1,245.98
	85290008	03/25/2024	MANIKIN W/CARRY BAG & SUPPLIES			1,239.28
Check	06/20/2024	11491 Accounts Payable	STATE DISBURSEMENT UNIT			1.38
	Invoice	Date	Description		Check Sort Code	Amount
	PPE 6.8.24	06/13/2024	GARNISH - CASE 200000002128365 - 5/26/24-6/8/24			1.38
Check	06/20/2024	11492 Accounts Payable	HAPPY BIRDS			550.00
	Invoice	Date	Description		Check Sort Code	Amount
	061324	06/13/2024	BIRD SHOW FOR CAMP NEWARK 06/13/24			550.00
Check	06/20/2024	11493 Accounts Payable	CENTRAL VETERINARY HOSPITAL			248.95
	Invoice	Date	Description		Check Sort Code	Amount
	512329	04/26/2024	VET SVCS 04/23-04/26/24			248.95
Check	06/20/2024	11494 Accounts Payable	APRO LLC			95.00
	Invoice	Date	Description		Check Sort Code	Amount
	050124-053124	05/31/2024	CAR WASH 05/01-05/31/24			95.00
Check	06/20/2024	11495 Accounts Payable	CINTAS CORP			2,274.92
	Invoice	Date	Description		Check Sort Code	Amount
	MAY' 24	05/31/2024	UNIFORM/MATS MAY 2024			2,274.92
Check	06/20/2024	11496 Accounts Payable	CPS HR CONSULTING			10,390.00
	Invoice	Date	Description		Check Sort Code	Amount
	0012865	04/17/2024	EMPLOYEE ENGAGEMENT SURVEY - 04/17/24			10,390.00
Check	06/20/2024	11497 Accounts Payable	CORNERSTONE TECHNOLOGIES			16,224.56
	Invoice	Date	Description		Check Sort Code	Amount
	522041	05/31/2024	FORTINET SECURITY RENEWAL - 04/25/24 - 09/22/25			16,224.56
Check	06/20/2024	11498 Accounts Payable	COUNTY OF ALAMEDA			1,887.50
	Invoice	Date	Description		Check Sort Code	Amount
	MAY '24	06/04/2024	CITATION PROCESSING FEES - MAY '24			1,887.50
Check	06/20/2024	11499 Accounts Payable	ALAMEDA COUNTY ENVIRONMENTAL HEALTH			724.00
	Invoice	Date	Description		Check Sort Code	Amount
	IN0361517	05/28/2024	CUPA FEES - FIRE STATION #27 - 06/24			724.00

Check	06/20/2024	11500	Accounts Payable	CRIME SCENE CLEANERS		130.00
	Invoice		Date	Description	Check Sort Code	Amount
	89673		05/27/2024	CRIME SCENE CLEANING 05/27/24		130.00
Check	06/20/2024	11501	Accounts Payable	CSU, EAST BAY FOUNDATION, INC.		2,781.24
	Invoice		Date	Description	Check Sort Code	Amount
	80013672		05/30/2024	DATA COLLECTION RESEARCH SUPPORT 04/01-04/30/24		2,781.24
Check	06/20/2024	11502	Accounts Payable	DMV RENEWAL		54.00
	Invoice		Date	Description	Check Sort Code	Amount
	DMV-DE2L64-2024		04/16/2024	HIGHWAY VEHICLE REGISTRATION GREEN STICKER - DE2L64 2024		54.00
Check	06/20/2024	11503	Accounts Payable	EAST BAY LAWN MOWER		4,547.76
	Invoice		Date	Description	Check Sort Code	Amount
	41832		05/02/2024	PARK SUPPLIES-POLE SAW		4,547.76
Check	06/20/2024	11504	Accounts Payable	OFFICE SUPPLY HUT		1,877.97
	Invoice		Date	Description	Check Sort Code	Amount
	257033		05/21/2024	MEDICAL AED PADS		1,877.97
Check	06/20/2024	11505	Accounts Payable	FEDEX		47.75
	Invoice		Date	Description	Check Sort Code	Amount
	8-517-27080		05/31/2024	PACKAGE DELIVERY 5/23/24		28.75
	8-524-05281		06/07/2024	PACKAGE DELIVERY 5/30/24		19.00
Check	06/20/2024	11506	Accounts Payable	FOUR SEASONS POOL SERVICE		4,034.00
	Invoice		Date	Description	Check Sort Code	Amount
	55993		03/08/2024	SILLIMAN SPA LIGHT FIXTURE SERVICE 03/08/24		1,431.62
	55994		03/13/2024	SILLIMAN GRATE SERVICE 03/13/24		550.00
	55995		03/13/2024	SILLIMAN LAZY RIVER SERVICE 03/13/24		1,408.67
	56291		04/16/2024	SILLIMAN HANDRAIL SERVICE 03/16/24		643.71
Check	06/20/2024	11507	Accounts Payable	FRANK BONETTI PLUMBING INC		1,203.79
	Invoice		Date	Description	Check Sort Code	Amount
	49027		05/29/2024	THORNTON WATER HEATER SERVICE 5/22/24		1,203.79
Check	06/20/2024	11508	Accounts Payable	FREMONT FORD/AUTOBODY OF FREMONT		300.00
	Invoice		Date	Description	Check Sort Code	Amount
	435702		05/29/2024	CATALYTIC CONVERTER SERVICE 05/29/24		100.00
	435699		05/29/2024	CATALYTIC CONVERTER SERVICE 05/29/24		100.00
	435695		05/29/2024	CATALYTIC CONVERTER SERVICE 05/29/24		100.00
Check	06/20/2024	11509	Accounts Payable	GACHINA LANDSCAPE MANAGEMENT, INC.		25,904.56
	Invoice		Date	Description	Check Sort Code	Amount
	E 218787A		06/01/2024	MAINTENANCE CONTRACT JUNE 2024		21,049.81
	E 218787B		06/01/2024	MAINTENANCE CONTRACT-CH, PD, LIB JUNE 2024		4,037.75
	E 219302		06/13/2024	WEED REMOVAL-WILLOW AND ENTERPRISE 6/13/24		817.00
Check	06/20/2024	11510	Accounts Payable	THE LADY AND THE VOICE, LLC		450.00
	Invoice		Date	Description	Check Sort Code	Amount

	NEWARK002	05/24/2024	BALANCE FOR EMCEE/DJ SERVICES FOR JUNETEENTH EVENT 6/19/24			450.00
Check	06/20/2024	11511 Accounts Payable	GOOD CITY COMPANY			13,170.00
	Invoice	Date	Description	Check Sort Code		Amount
	3613	05/31/2024	GENERAL PLANNING SERVICES - SVCS 05/01 - 05/31/24			13,170.00
Check	06/20/2024	11512 Accounts Payable	GRAINGER			167.44
	Invoice	Date	Description	Check Sort Code		Amount
	9132417388	05/28/2024	PD CORE			72.76
	9073385396	04/02/2024	FAN ASSEMBLY			94.68
Check	06/20/2024	11513 Accounts Payable	HAROLD WELLS ASSOCIATES, INC.			3,600.00
	Invoice	Date	Description	Check Sort Code		Amount
	60563	05/29/2024	YEARLY ADVANTAGE ULTRA SERVICES 05/29/24			3,600.00
Check	06/20/2024	11514 Accounts Payable	HOME DEPOT CREDIT SERVICES			3,812.37
	Invoice	Date	Description	Check Sort Code		Amount
	JUN' 24	06/13/2024	HOME DEPOT CC PURCHASE 05/13/24-06/13/24			3,812.37
Check	06/20/2024	11515 Accounts Payable	I PIZZA			1,162.00
	Invoice	Date	Description	Check Sort Code		Amount
	050424-052524	06/10/2024	PIZZA FOR BIRTHDAY PARTIES 05/04 - 05/25/24			1,162.00
Check	06/20/2024	11516 Accounts Payable	CATHREENE INGHAM-WATTERS			151.99
	Invoice	Date	Description	Check Sort Code		Amount
	112423-042224EXP	06/10/2024	CANVA SUBSCRIPTION AND TABLECLOTH CLEANING			151.99
Check	06/20/2024	11517 Accounts Payable	KNORR SYSTEMS INTERNATIONAL			23,355.10
	Invoice	Date	Description	Check Sort Code		Amount
	227097	02/20/2024	SILLIMAN POOL SERVICE 1/15/24			4,421.60
	227224	02/22/2024	SILLIMAN POOL REPAIR 2/22/24			8,037.65
	228447	02/29/2024	SILLIMAN POOL REPAIR 2/22/24			10,895.85
Check	06/20/2024	11518 Accounts Payable	LEXISNEXIS RISK DATA MANAGEMENT INC.			848.40
	Invoice	Date	Description	Check Sort Code		Amount
	1415640-20240430	04/30/2024	BACKGROUND CHECKS APRIL 2024			424.20
	1415640-20240531	05/31/2024	BACKGROUND CHECKS MAY 2024			424.20
Check	06/20/2024	11519 Accounts Payable	LEXISNEXIS RISK SOLUTIONS FL INC			50.00
	Invoice	Date	Description	Check Sort Code		Amount
	1845802-20240531	05/31/2024	INVESTIGATIVE INFO RESEARCH - 5/31/24			50.00
Check	06/20/2024	11520 Accounts Payable	MARK GOTHARD			800.00
	Invoice	Date	Description	Check Sort Code		Amount
	502202405162024	06/07/2024	SENIOR CHAIR FITNESS 5/2-5/16/24			800.00
Check	06/20/2024	11521 Accounts Payable	MEYERS NAVE			355.50
	Invoice	Date	Description	Check Sort Code		Amount
	218871	06/07/2024	LEGAL SERVICES THROUGH MAY 31, 2024			355.50
Check	06/20/2024	11522 Accounts Payable	MIKE YORKS INVESTIGATIONS			825.00
	Invoice	Date	Description	Check Sort Code		Amount

	2024-05		04/07/2024	BACKGROUND INVESTIGATIONS 03/17-04/07/24		825.00
Check	06/20/2024	11523	Accounts Payable	MISSY GALLARDO		821.48
	Invoice		Date	Description	Check Sort Code	Amount
	0401-041924EXP		06/11/2024	MILEAGE REIMBURSEMENT 04/01-04/19/24 - 15 DAYS		667.32
	021824EXP		06/11/2024	UNIFORM REIMBURSEMENT 02/18/24		154.16
Check	06/20/2024	11524	Accounts Payable	ANDREW MUSANTRY		86.25
	Invoice		Date	Description	Check Sort Code	Amount
	061124EXP		06/11/2024	MULTI AGENCY DETECTIVES MEETING COFFEE 06/11/24		86.25
Check	06/20/2024	11525	Accounts Payable	NEWARK UNIFIED SCHOOL DISTRICT		4,958.55
	Invoice		Date	Description	Check Sort Code	Amount
	INV24-00151		05/28/2024	MACGREGOR PARK WATER 03/05/24-05/01/24		4,958.55
Check	06/20/2024	11526	Accounts Payable	NEWARK VALERO #7117		1,125.09
	Invoice		Date	Description	Check Sort Code	Amount
	0116-060924		06/12/2024	VALERO FUEL 01/16-06/09/24		1,125.09
Check	06/20/2024	11527	Accounts Payable	PACIFIC GAS & ELECTRIC		78,929.96
	Invoice		Date	Description	Check Sort Code	Amount
	7578-061024		06/10/2024	CITYWIDE ELECTRICAL 6/10/24		78,929.96
Check	06/20/2024	11528	Accounts Payable	REDFLEX TRAFFIC SYSTEMS, INC.		17,400.00
	Invoice		Date	Description	Check Sort Code	Amount
	INV0078204		05/31/2024	REDLIGHT CAMERA MONITORING MAY 2024		17,400.00
Check	06/20/2024	11529	Accounts Payable	REVOLUTION DANCEWEAR, LLC		309.84
	Invoice		Date	Description	Check Sort Code	Amount
	REV-180197		04/05/2024	DANCE COSTUMES		309.84
Check	06/20/2024	11530	Accounts Payable	ROADRUNNER GLASS DOOR, INC		907.48
	Invoice		Date	Description	Check Sort Code	Amount
	13819		06/03/2024	SENIOR CENTER GLASS REPLACEMENT 6/3/24		907.48
Check	06/20/2024	11531	Accounts Payable	RSG, INC.		106.25
	Invoice		Date	Description	Check Sort Code	Amount
	I011975		05/31/2024	RSG3518 - NEWARK INTERIM CHAMBER CEO - 5/1/24		106.25
Check	06/20/2024	11532	Accounts Payable	SAN DIEGO COUNTY LAW ENFORCEMENT		5,220.00
	Invoice		Date	Description	Check Sort Code	Amount
	#24-19		05/08/2024	EXPLORER SUMMER ACADEMY REG FY2024		5,220.00
Check	06/20/2024	11533	Accounts Payable	MIGUEL SANCHEZ-CASILLAS		134.46
	Invoice		Date	Description	Check Sort Code	Amount
	061324EXP		06/13/2024	BOOT REIMBURSEMENT 06/13/24		134.46
Check	06/20/2024	11534	Accounts Payable	STAPLES		544.46
	Invoice		Date	Description	Check Sort Code	Amount
	7000849650		05/31/2024	OFFICE SUPPLIES 05/15-05/30/24		544.46
Check	06/20/2024	11535	Accounts Payable	STATE OF CALIFORNIA		873.98
	Invoice		Date	Description	Check Sort Code	Amount

	PPE 6.8.24	06/13/2024	GARNISH - CASE 560794111 - 5/26/24-6/8/24			873.98
Check	06/20/2024	11536 Accounts Payable	SYSCO - SAN FRANCISCO			1,411.83
	Invoice	Date	Description		Check Sort Code	Amount
	650583558	05/29/2024	CAFE/BDAY PARTY/CAMP FOOD PURCHASES			1,411.83
Check	06/20/2024	11537 Accounts Payable	TURBO DATA SYSTEMS, INC			700.00
	Invoice	Date	Description		Check Sort Code	Amount
	43047	05/31/2024	E-CITATION HARDWARE AND TRAFFIC PROCESSING SERVICES MAY '24			700.00
Check	06/20/2024	11538 Accounts Payable	TURF STAR, INC.			759.08
	Invoice	Date	Description		Check Sort Code	Amount
	INV019833	05/28/2024	FLEET TORO SUPPLIES-HOC CAP, SPACER, FLUID			759.08
Check	06/20/2024	11539 Accounts Payable	ULINE			10,082.51
	Invoice	Date	Description		Check Sort Code	Amount
	178613850	05/24/2024	SAFETY BARRIERS			1,033.49
	178613760	05/24/2024	CPR SUPPLIES			4,953.17
	176776664	04/11/2024	OFFICE FURNITURE REPLACEMENT			4,095.85
Check	06/20/2024	11540 Accounts Payable	WEISSMAN'S DESIGNS FOR DANCE			197.12
	Invoice	Date	Description		Check Sort Code	Amount
	244359437	04/24/2024	DANCE COSTUMES			197.12
Check	06/20/2024	11541 Accounts Payable	WEST COAST ARBORISTS INC			20,053.75
	Invoice	Date	Description		Check Sort Code	Amount
	215636	05/31/2024	STREET TREE MAINTENANCE 05/16/24-05/31/24			20,053.75
Check	06/20/2024	11542 Accounts Payable	WEX BANK			1,411.32
	Invoice	Date	Description		Check Sort Code	Amount
	97587939	06/06/2024	CHEVRON CC 06/06/24			1,411.32
Check	06/20/2024	11543 Accounts Payable	ARDILA-PENAGOS , DAIRON ANDRES			10.00
	Invoice	Date	Description		Check Sort Code	Amount
	711727	05/21/2024	REFUND FOR ASH STREET CAMP, CHILD TOO YOUNG			10.00
Check	06/20/2024	11544 Accounts Payable	ARREDONDO , FREDERICK			0.89
	Invoice	Date	Description		Check Sort Code	Amount
	061824UUT	06/14/2024	UTILITY USERS TAX REFUND 06/09-07/08/24			0.89
Check	06/20/2024	11545 Accounts Payable	CASTILLO , ANABEL			10.00
	Invoice	Date	Description		Check Sort Code	Amount
	711731	05/21/2024	REFUND FOR ASH STREET CAMP, CHILD TOO YOUNG			10.00
Check	06/20/2024	11546 Accounts Payable	NAGY , ALAN L.			135.69
	Invoice	Date	Description		Check Sort Code	Amount
	061924UUT	06/19/2024	UTILITY USERS TAX REFUND 07/01/23-06/30/24			135.69
EFT	06/20/2024	1073 Accounts Payable	GOV CONNECTION (ACH)	211070175 / 1310873272		73,322.37
	Invoice	Date	Description		Check Sort Code	Amount
	75348845	05/29/2024	HARD DRIVES FOR HP DESKTOP			1,132.97
	75325090	05/21/2024	BLACKWIRE 5220 HEADSETS			3,023.48

	75353785	05/30/2024	JUNIPER SWITCHES - APPROVAL #2024-13			69,165.92
EFT	06/20/2024	1074 Accounts Payable	REDWOOD PUBLIC LAW, LLP	121000358 / 325192270245		41,639.18
	Invoice	Date	Description		Check Sort Code	Amount
	10650	06/01/2024	LEGAL SERVICES THROUGH MAY 31, 2024			3,299.30
	10652	06/01/2024	LEGAL SERVICES THROUGH MAY 31, 2024			392.40
	10656	06/01/2024	LEGAL SERVICES THROUGH MAY 31, 2024			14,403.30
	10657	06/01/2024	LEGAL SERVICES THROUGH MAY 31, 2024			10,247.00
	10660	06/01/2024	LEGAL SERVICES THROUGH MAY 31, 2024			2,283.90
	10662	06/01/2024	LEGAL SERVICES THROUGH MAY 31, 2024			5,591.70
	10663	06/01/2024	LEGAL SERVICES THROUGH MAY 31, 2024			2,321.70
	10664	06/01/2024	LEGAL SERVICES THROUGH MAY 31, 2024			1,896.60
	10665	06/01/2024	LEGAL SERVICES THROUGH MAY 31, 2024			445.78
	10402	04/30/2024	LEGAL SERVICES - NEWPARK PLAZA PROJECT - SVCS THRU 4/30/24			151.50
	10647	06/01/2024	LEGAL SVCS/SANCTUARY WEST/MATTER ID: 489.5011-SVCS THRU 5/31/24			606.00
EFT	06/20/2024	1075 Accounts Payable	SUMMIT UNIFORMS, LLC	121000358 / 325183513607		232.97
	Invoice	Date	Description		Check Sort Code	Amount
	11839B	05/28/2024	UNIFORM AND ACCESSORIES			232.97

AP ZBA ACCOUNTS PAYABLE Totals: Transactions: 72 $427,628.05

Checks:	69	$312,433.53
EFTs:	3	$115,194.52

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 06/27/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	06/27/2024	11547 Accounts Payable	ADAMSON POLICE PRODUCTS		301.14
	Invoice	Date	Description	Check Sort Code	Amount
	INV415868	06/03/2024	PC3-P375 AMMO		301.14
Check	06/27/2024	11548 Accounts Payable	ALPINE AWARDS INC		1,587.48
	Invoice	Date	Description	Check Sort Code	Amount
	6107808	06/04/2024	STAFF SHIRTS		1,587.48
Check	06/27/2024	11549 Accounts Payable	AMERICAN LANGUAGE SERVICES		220.05
	Invoice	Date	Description	Check Sort Code	Amount
	81565	06/03/2024	TRNSL & INTERP SVCS - ARPA - JOB# 060324-GG02 6/3/24		220.05
Check	06/27/2024	11550 Accounts Payable	APPLIED AIR FILTERS, INC.		1,603.85
	Invoice	Date	Description	Check Sort Code	Amount
	47323	06/06/2024	LIBRARY AIR FILTERS		1,603.85
Check	06/27/2024	11551 Accounts Payable	BLAISDELL'S BUSINESS PRODUCTS		583.73
	Invoice	Date	Description	Check Sort Code	Amount
	MAY'24	06/01/2024	OFFICE SUPPLIES 05/01-05/17/24		583.73
Check	06/27/2024	11552 Accounts Payable	BURTON'S FIRE INC		43,525.82
	Invoice	Date	Description	Check Sort Code	Amount
	W 82055	06/06/2024	VEH PUMP OVERHEATING 6/6/24		1,975.00
	S 64531	06/06/2024	FIRE TRUCK HANDLE LOK		682.08
	W 81904	06/06/2024	FIRE TRUCK REPAIR #241 6/6/24		15,435.64
	W 81717	04/03/2024	FIRE TRUCK REPAIR #242 4/3/24		25,433.10
Check	06/27/2024	11553 Accounts Payable	CAL-WEST LIGHTING & SIGNAL MAINTENANCE		14,335.44
	Invoice	Date	Description	Check Sort Code	Amount
	240468	04/30/2024	FY23-24 STREET LIGHT MAINTENANCE 04/24		5,293.19
	240469	04/30/2024	FY23-24 STREET LIGHT MAINTENANCE 04/24		4,424.05
	240510	05/31/2024	FY23-24 STREET LIGHT MAINTENANCE 05/24		3,357.51
	240511	05/31/2024	FY23-24 STREET LIGHT MAINTENANCE 05/24		1,260.69
Check	06/27/2024	11554 Accounts Payable	FREMONT CHEVROLET/FREMONT BUICK GMC CADILLAC		48.97
	Invoice	Date	Description	Check Sort Code	Amount

	153191	06/19/2024	FLEET PARTS-HOSE			48.97
Check	06/27/2024	11555 Accounts Payable	PRO FORENSIC SUPPLIES			360.00
	Invoice	Date	Description		Check Sort Code	Amount
	151	06/24/2024	CASTING KITS			360.00
Check	06/27/2024	11556 Accounts Payable	CITY OF FREMONT			13,238.00
	Invoice	Date	Description		Check Sort Code	Amount
	334306	06/06/2024	SHELTER OPERATING EXP JUNE 2024			13,238.00
Check	06/27/2024	11557 Accounts Payable	COMCAST			863.72
	Invoice	Date	Description		Check Sort Code	Amount
	8821-06282024	05/24/2024	TELEVISION & PUBLIC WIFI ACCESS 05/29-06/28/24			863.72
Check	06/27/2024	11558 Accounts Payable	ALAMEDA COUNTY ENVIRONMENTAL HEALTH			7,025.00
	Invoice	Date	Description		Check Sort Code	Amount
	IN0361458	05/28/2024	CUPA FEES - SERVICE CENTER 06/24			6,136.00
	IN0361518	05/28/2024	CUPA FEES - FIRE STATION 28 - 06/24			889.00
Check	06/27/2024	11559 Accounts Payable	DEPARTMENT OF JUSTICE			518.00
	Invoice	Date	Description		Check Sort Code	Amount
	739164	06/05/2024	FINGERPRINTING FEES - 05/24			518.00
Check	06/27/2024	11560 Accounts Payable	DLT SOLUTIONS, LLC			923.60
	Invoice	Date	Description		Check Sort Code	Amount
	SI624930	09/27/2023	BIM COLLABORATE PRO 09/12/23 - 01/30/24			923.60
Check	06/27/2024	11561 Accounts Payable	ALHAMBRA			449.42
	Invoice	Date	Description		Check Sort Code	Amount
	15734365061324	06/13/2024	WATER SERVICE 05/14 - 06/11/24			449.42
Check	06/27/2024	11562 Accounts Payable	ENVIRONMENTAL LOGISTICS			2,100.00
	Invoice	Date	Description		Check Sort Code	Amount
	123925	05/14/2024	HAZARDOUS WASTE REMOVAL 04/24/24			2,100.00
Check	06/27/2024	11563 Accounts Payable	FOXFURY, LLC			2,071.43
	Invoice	Date	Description		Check Sort Code	Amount
	50519	06/24/2024	CS PHOTO LIGHT			2,071.43
Check	06/27/2024	11564 Accounts Payable	GAMETIME			8,841.04
	Invoice	Date	Description		Check Sort Code	Amount
	114251-01-01	05/01/2024	ASH PARK REPLACEMENT SLIDE			4,294.76
	114237-01-01	04/30/2024	COMMUNITY PARK SLIDE REPLACEMENT			4,546.28
Check	06/27/2024	11565 Accounts Payable	GHD INC.			358.75
	Invoice	Date	Description		Check Sort Code	Amount
	380-0049627	04/23/2024	ON-CALL TRAFFIC ENGINEERING SERVICES (THROUGH 04/20/24)			358.75
Check	06/27/2024	11566 Accounts Payable	GRAINGER			214.99
	Invoice	Date	Description		Check Sort Code	Amount
	9136514925	05/31/2024	PD STRT BLD CNR			214.99

Check	06/27/2024	11567 Accounts Payable	GRAINGER		3,502.60
	Invoice	Date	Description	Check Sort Code	Amount
	9123840721	05/20/2024	DUST COLLECTOR		1,083.35
	9126827196	05/21/2024	FIRE INDICATOR LIGHT		5.97
	9139333794	06/04/2024	PARK SUPPLIES-WALL PACK LED		129.93
	9140119471	06/04/2024	BIRCH PARK LED WALLPACK		167.53
	9117170614	05/13/2024	DRAIN CLEANING MACHINE		1,779.55
	9120148052	05/15/2024	LADDER		336.27
Check	06/27/2024	11568 Accounts Payable	GROUP 4 ARCHITECTURE RESEARCH + PLANNING, INC.		2,385.50
	Invoice	Date	Description	Check Sort Code	Amount
	12310	05/31/2024	REIMBURSABLES AND PROFESSIONAL SERVICES RENDERED THRU 5/31/24		2,385.50
Check	06/27/2024	11569 Accounts Payable	HARRIS COMPUTER SYSTEMS		1,750.71
	Invoice	Date	Description	Check Sort Code	Amount
	CERMN0000125	12/18/2023	WINTEGRATE 03/24-02/25		1,750.71
Check	06/27/2024	11570 Accounts Payable	ICS INTEGRATED COMMUNICATION SYSTEMS		30,140.90
	Invoice	Date	Description	Check Sort Code	Amount
	2413274-1	05/23/2024	SMALL MEETING ROOM APPROVAL 2024-14		8,347.00
	2413275-1	05/23/2024	PD MODENA REPLACEMENT 2024-15		21,092.17
	2413303-01	05/30/2024	CRESTRON REPAIR APPROVAL 2024-09 - 04/23/24		701.73
Check	06/27/2024	11571 Accounts Payable	INDUSTRIAL PLUMBING SUPPLY, LLC.		492.12
	Invoice	Date	Description	Check Sort Code	Amount
	115603	05/28/2024	PLUMBING SUPPLIES-PUSH BUTTON ASSEMBLY		492.12
Check	06/27/2024	11572 Accounts Payable	CATHREENE INGHAM-WATTERS		146.10
	Invoice	Date	Description	Check Sort Code	Amount
	061724EXP	06/17/2024	CANVA-TEAM SUBSCRIPTION UPGRADE		146.10
Check	06/27/2024	11573 Accounts Payable	J.P. COOKE COMPANY		498.51
	Invoice	Date	Description	Check Sort Code	Amount
	836485	06/04/2024	BRASS LICENSE TAGS & ACCESSORIES		498.51
Check	06/27/2024	11574 Accounts Payable	KBA DOCUMENT SOLUTIONS		428.23
	Invoice	Date	Description	Check Sort Code	Amount
	188009	05/14/2024	LEASE PAYMENT 1900869003 - 05/05 - 06/04/24		204.80
	198118	06/13/2024	LEASE PAYMENT 1900869003 - 06/05 - 07/04/24		223.43
Check	06/27/2024	11575 Accounts Payable	LSL CPAs		24,500.00
	Invoice	Date	Description	Check Sort Code	Amount
	63124	05/28/2024	AUDITING SERVICES - 2024 GOVERNMENT AUDIT INTERIM FIELDWORK		24,500.00
Check	06/27/2024	11576 Accounts Payable	LPC SERVICES, INC.		4,207.00
	Invoice	Date	Description	Check Sort Code	Amount
	75047	06/07/2024	PEST SERVICES - COMMUNITY CENTER #102700 6/7/24		95.00
	75150	06/07/2024	PEST SERVICES - PD #104419 6/7/24		181.00
	75046	06/07/2024	PEST SERVICES - FIRE STATION #2 #102709 6/7/24		220.00

	75149		06/07/2024	PEST SERVICES - CITY HALL #102699 6/7/24		175.00
	74887		06/07/2024	PEST SERVICES - SERVICE CENTER #102702 6/7/24		185.00
	75116		06/07/2024	PEST SERVICES - CITY HALL #102699 6/7/24		267.00
	75151		06/07/2024	PEST SERVICES - LIBRARY #116524 6/7/24		175.00
	75009		06/07/2024	PEST SERVICES - FIRE STATION #1 102707 6/7/24		275.00
	75010		06/07/2024	PEST SERVICES - SILLIMAN #12710 6/7/24		1,020.00
	75017		06/07/2024	PEST SERVICES - VIOLA BLYTHE #102704 6/7/24		260.00
	75008		06/07/2024	PEST SERVICES - FIRE STATION #3 102701 6/7/24		240.00
	75117		06/20/2024	PEST SERVICES - CITY HALL #102699 6/20/24		267.00
	74003		04/04/2024	PEST SERVICES - FIRE STATION #2 #102709 4/4/24		220.00
	73842		04/16/2024	PEST SERVICES - SERVICE CENTER #102702 4/16/24		185.00
	74069		04/16/2024	PEST SERVICES - CITY HALL #102699 4/16/24		267.00
	74103		04/16/2024	PEST SERVICES - CITY HALL #102699 4/16/24		175.00
Check	06/27/2024	11577	Accounts Payable	MEYERS NAVE		4,146.10
	Invoice		Date	Description	Check Sort Code	Amount
	215468		03/14/2024	LEGAL SVCS - MOWRY VILLAGE PROJECT - SVCS THRU 2/29/24		4,146.10
Check	06/27/2024	11578	Accounts Payable	MNS ENGINEERS INC		30,786.61
	Invoice		Date	Description	Check Sort Code	Amount
	86254		05/15/2024	ON-CALL PUBLIC WORKS CONSTRUCTION INSPECTION SERVICES 04/24		26,951.48
	86269		05/15/2024	CONSTRUCTION MANAGEMENT SERVICES 04/24		3,835.13
Check	06/27/2024	11579	Accounts Payable	MFCP INC		330.42
	Invoice		Date	Description	Check Sort Code	Amount
	9138081		06/04/2024	FLEET PARTS FOR 266		315.18
	9138100		06/04/2024	FLEET LINE KIT		15.24
Check	06/27/2024	11580	Accounts Payable	NAVIA BENEFIT SOLUTIONS CLIENT PAY		200.00
	Invoice		Date	Description	Check Sort Code	Amount
	10859126		05/30/2024	FY 23/24 COBRA ADMINISTRATION FEES - 05/01/24 TO 05/31/24		200.00
Check	06/27/2024	11581	Accounts Payable	NICHOLS CONSULTING ENGINEERS, CHTD		16,569.02
	Invoice		Date	Description	Check Sort Code	Amount
	123085503		05/30/2024	TASK ORDER NO. 4 - CONCRETE AND PEDESTRIAN SAFETY HSIP - 05/24		16,569.02
Check	06/27/2024	11582	Accounts Payable	KIDZ LOVE SOCCER		5,797.80
	Invoice		Date	Description	Check Sort Code	Amount
	0412-053124		05/31/2024	SOCCER CLASSES FOR 04/12-05/31/24		5,797.80
Check	06/27/2024	11583	Accounts Payable	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA		1,213.00
	Invoice		Date	Description	Check Sort Code	Amount
	83265126		05/22/2024	PRE-EMPLOYMENT/ DOT PHYSICALS - 05/22/24		1,138.00
	83340960		06/04/2024	PRE-EMPLOYMENT/ DOT PHYSICALS - 06/04/24		75.00
Check	06/27/2024	11584	Accounts Payable	OMAR PACHECO		550.00
	Invoice		Date	Description	Check Sort Code	Amount
	051624EXP		06/25/2024	PISTOL RED DOT INSTRUCTOR SCHOOL		550.00
Check	06/27/2024	11585	Accounts Payable	PACIFIC GAS & ELECTRIC		43,532.20

	Invoice	Date	Description	Check Sort Code	Amount
	7786-052124	05/21/2024	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 04/17-05/15/24		39,945.04
	7460-051524	05/15/2024	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 03/27-04/25/24		3,587.16
Check	06/27/2024	11586 Accounts Payable	PAKPOUR CONSULTING GROUP, INC.		32,918.81
	Invoice	Date	Description	Check Sort Code	Amount
	4478	06/05/2024	PRJ MANAGEMENT SVCS - CENTRAL AVE OVERPASS PRJ 05/01-05/31/24		32,918.81
Check	06/27/2024	11587 Accounts Payable	POSITIVE PROMOTIONS, INC		3,963.71
	Invoice	Date	Description	Check Sort Code	Amount
	62645760	06/24/2024	COMMUNITY ENGAGEMENT SUPPLIES		3,963.71
Check	06/27/2024	11588 Accounts Payable	ROADRUNNER GLASS DOOR, INC		2,272.79
	Invoice	Date	Description	Check Sort Code	Amount
	13892	06/17/2024	SVC PLATE GLASS REPLACEMENT 6/17/24		556.47
	13893	06/17/2024	ASH PLATE GLASS REPLACEMENT 6/17/24		679.45
	13891	06/17/2024	SR CTR PLATE GLASS REPLACEMENT 6/13/24		1,036.87
Check	06/27/2024	11589 Accounts Payable	ROSAS BROTHERS CONSTRUCTION		216,385.34
	Invoice	Date	Description	Check Sort Code	Amount
	1881	05/01/2024	CURB, GUTTER, AND SIDEWALK REPLACEMENT, PRJ 1302 02/28-03/31/24		216,385.34
Check	06/27/2024	11590 Accounts Payable	ROYSTON HANAMOTO ALLEY & ABEY		2,881.25
	Invoice	Date	Description	Check Sort Code	Amount
	0025609	04/09/2024	PROFESSIONAL SERVICES 03/01-03/31/24		2,881.25
Check	06/27/2024	11591 Accounts Payable	SAFE RESTRAINTS, INC.		1,806.43
	Invoice	Date	Description	Check Sort Code	Amount
	CF062424NPD	06/25/2024	RED TRAINING WRAP		1,806.43
Check	06/27/2024	11592 Accounts Payable	LINCOLN AQUATICS		949.18
	Invoice	Date	Description	Check Sort Code	Amount
	SL047281	05/17/2024	POOL CHEMICALS		949.18
Check	06/27/2024	11593 Accounts Payable	SMITH & SONS ELECTRIC, INC.		5,177.00
	Invoice	Date	Description	Check Sort Code	Amount
	24036	06/20/2024	SVC ELECTRICAL SERVICE 6/20/24		3,227.00
	24027	04/29/2024	NEWARK -ADD OUTLET 4/29/24		1,950.00
Check	06/27/2024	11594 Accounts Payable	CENTERVILLE LOCKSMITH		3.88
	Invoice	Date	Description	Check Sort Code	Amount
	339119	06/19/2024	KEYS		3.88
Check	06/27/2024	11595 Accounts Payable	ALEX TAT		11.00
	Invoice	Date	Description	Check Sort Code	Amount
	050924EXP	06/25/2024	EXPENSE REIMBURSEMENT 05/09/24		11.00
Check	06/27/2024	11596 Accounts Payable	TURF STAR, INC.		202.15
	Invoice	Date	Description	Check Sort Code	Amount
	INV022168	06/06/2024	FLEET SUPPLIES-TORO BELT		202.15
Check	06/27/2024	11597 Accounts Payable	UNIVERSAL BUILDING SERVICES & SUPPLY CO.		4,394.00

	Invoice	Date	Description	Check Sort Code	Amount
	525266	04/30/2024	JANITORIAL SERVICES - FS 29 APRIL 2024		1,356.00
	525267	04/30/2024	JANITORIAL SERVICES - SVC APRIL 2024		326.00
	525265	04/30/2024	JANITORIAL SERVICES - FS 28 APRIL 2024		1,356.00
	525264	04/30/2024	JANITORIAL SERVICES - FS 27 APRIL 2024		1,356.00
Check	06/27/2024	11598 Accounts Payable	U.S. BANK CORPORATE PAYMENT SYSTEMS		66,021.44
	Invoice	Date	Description	Check Sort Code	Amount
	062424STMT	06/24/2024	CC PAYMENT 06/24/24		66,021.44
Check	06/27/2024	11599 Accounts Payable	UTILITY TELECOM GROUP, LLC		18,954.86
	Invoice	Date	Description	Check Sort Code	Amount
	JUN '24	06/16/2024	TELEPHONE & NETWORK PROVIDER - JUN '24		18,954.86
Check	06/27/2024	11600 Accounts Payable	BOSCO OIL INC DBA VALLEY OIL		30,657.21
	Invoice	Date	Description	Check Sort Code	Amount
	195931	06/17/2024	DIESEL FUEL 06/17/24		6,036.77
	195930	06/17/2024	GASOLINE 06/17/24		24,620.44
Check	06/27/2024	11601 Accounts Payable	WASHINGTON HOSPITAL		125.00
	Invoice	Date	Description	Check Sort Code	Amount
	0524-NPD-LB	06/03/2024	LAB TESTS MAY 2024		125.00
Check	06/27/2024	11602 Accounts Payable	ORION SECURITY		1,416.93
	Invoice	Date	Description	Check Sort Code	Amount
	126984	06/15/2024	UNARMED, UNIFORMED SECURITY GUARD 6/10/24 - 6/14/24		1,416.93
Check	06/27/2024	11603 Accounts Payable	REDWOOD PUBLIC LAW, LLP		1,397.50
	Invoice	Date	Description	Check Sort Code	Amount
	10648	06/01/2024	LEGAL SVCS/CCCMA ASSISTED LIVING FAC/SVCS THRU 5/31/24		151.50
	10406	04/30/2024	LEGAL SVCS - FMC WILLOW PROJECT - SVCS THRU 4/30/24		1,145.00
	10653	06/01/2024	LEGAL SVCS - FMC WILLOW PROJECT - SVCS THRU 5/31/24		101.00
EFT	06/27/2024	1076 Accounts Payable	AXERO HOLDINGS LLC	111000614 / 730296727	1,407.56
	Invoice	Date	Description	Check Sort Code	Amount
	870378	05/23/2024	ADDITIONAL LICENSES - 05/01/24		1,407.56
EFT	06/27/2024	1077 Accounts Payable	CLIENTFIRST TECHNOLOGY CONSULTING	122037760 / 001064667052	1,415.00
	Invoice	Date	Description	Check Sort Code	Amount
	16803	05/31/2024	TELECOM IMPLEMENTATION 05/01-05/31/24		1,415.00
EFT	06/27/2024	1078 Accounts Payable	GOV CONNECTION (ACH)	211070175 / 1310873272	755.32
	Invoice	Date	Description	Check Sort Code	Amount
	75344791	05/28/2024	HP HARD DRIVES		755.32
EFT	06/27/2024	1079 Accounts Payable	METROPOLITAN PLANNING GROUP	121042882 / 2016189470	3,518.75
	Invoice	Date	Description	Check Sort Code	Amount
	2004445REV	06/07/2024	5222 NEWPARK PLAZA CEQA REVIEW - SVCS THRU 3/31/24		828.75
	2004508	05/28/2024	CEQA REVIEW FOR THE PROLOGIS PROJECT - SVCS THRU 04/30/24		2,690.00
EFT	06/27/2024	1080 Accounts Payable	QUADIENT FINANCE USA, INC.	011900254 / 385015844484	1,039.47

Invoice	Date	Description	Check Sort Code	Amount
4857 - MAY '24	05/16/2024	POSTAGE - MAY '24		1,039.47

AP ZBA ACCOUNTS PAYABLE Totals: Transactions: 62 $668,021.83

Checks:	57	$659,885.73
EFTs:	5	$8,136.10

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 07/03/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	07/03/2024	11604 Accounts Payable	ABC FIRE PROTECTION, INC.		780.86
	Invoice	Date	Description	Check Sort Code	Amount
	66359	05/20/2024	FLEET EXTINGUISHER MAINTENANCE 5/20/24		780.86
Check	07/03/2024	11605 Accounts Payable	BAIRD + DRISKELL COMMUNITY PLANNING		5,552.25
	Invoice	Date	Description	Check Sort Code	Amount
	1680	06/11/2024	ON-CALL PLANNING SERVICES 5/1/24-5/31/24		5,552.25
Check	07/03/2024	11606 Accounts Payable	JOSEPH Q. BALATBAT		243.96
	Invoice	Date	Description	Check Sort Code	Amount
	052924EXP	06/24/2024	EXPENSE REIMBURSEMENT ESRI USER CONFERENCE 07/12-07/19/24		243.96
Check	07/03/2024	11607 Accounts Payable	BUREAU VERITAS NORTH AMERICA INC.		125.00
	Invoice	Date	Description	Check Sort Code	Amount
	RI 24025024	06/13/2024	BI FIELD INSPECTION AND RELATED PROFESSIONAL SERVICES 06/24		125.00
Check	07/03/2024	11608 Accounts Payable	BURTON'S FIRE INC		4,944.24
	Invoice	Date	Description	Check Sort Code	Amount
	W 81937	06/12/2024	PUMP THROTTLE ISSUES 4/16/24		4,000.00
	S 64587	06/12/2024	FLEET SUPPLIES		944.24
Check	07/03/2024	11609 Accounts Payable	CAL SAFETY INC		297.68
	Invoice	Date	Description	Check Sort Code	Amount
	30628	06/13/2024	24" REFLECTIVE PADDLES-POINT OF SALE		297.68
Check	07/03/2024	11610 Accounts Payable	CALIFORNIA BUILDING OFFICIALS		3,520.00
	Invoice	Date	Description	Check Sort Code	Amount
	17611	06/12/2024	CALBO - TRAINING AND EDUCATION 09/30-10/03/24		620.00
	17612	06/12/2024	CALBO - TRAINING AND EDUCATION 09/30-10/03/24		2,900.00
Check	07/03/2024	11611 Accounts Payable	STATE DISBURSEMENT UNIT		1.38
	Invoice	Date	Description	Check Sort Code	Amount
	PPE 6.22.24	06/27/2024	GARNISH - CASE 200000002128365 - 6/9/24-6/22/24		1.38
Check	07/03/2024	11612 Accounts Payable	CATO		200.00
	Invoice	Date	Description	Check Sort Code	Amount
	062824JH	06/25/2024	ACTIVE SHOOTER SYMPOSIUM-JUAN HERRERA 06/28/24		200.00

Check	07/03/2024	11613	Accounts Payable	BEACON VETERINARY SPECIALISTS		828.00
	Invoice		Date	Description	Check Sort Code	Amount
	152943		05/02/2024	VET SVCS 04/30/24		150.00
	152779		04/26/2024	VET SVCS 04/24/24		200.00
	152777		04/26/2024	VET SVCS 04/20/24		138.00
	152371		04/13/2024	VET SVCS 04/09/24		150.00
	152114		04/05/2024	VET SVCS 04/01/24		190.00
Check	07/03/2024	11614	Accounts Payable	CENTRAL VALLEY TOXICOLOGY, INC.		722.00
	Invoice		Date	Description	Check Sort Code	Amount
	335208		05/31/2024	LAB TESTS 05/31/2024		42.00
	335085		05/24/2024	LAB TESTS 05/24/2024		42.00
	335084		05/24/2024	LAB TESTS 05/24/2024		133.00
	334877		05/15/2024	LAB TESTS 05/15/2024		217.00
	334876		05/15/2024	LAB TESTS 05/15/2024		42.00
	334689		05/03/2024	LAB TESTS 05/03/2024		42.00
	334688		05/03/2024	LAB TESTS 05/03/2024		42.00
	334687		05/03/2024	LAB TESTS 05/03/2024		162.00
Check	07/03/2024	11615	Accounts Payable	CHARGEPOINT, INC		88.54
	Invoice		Date	Description	Check Sort Code	Amount
	IN272599		06/14/2024	CHARGEPOINT CHARGER LATCH AND TOOL KIT		88.54
Check	07/03/2024	11616	Accounts Payable	FIX FITNESS LLC		655.08
	Invoice		Date	Description	Check Sort Code	Amount
	1551		06/19/2024	GYM EQUIPMENT MAINTENANCE 06/19/24		655.08
Check	07/03/2024	11617	Accounts Payable	CINTAS CORP		739.76
	Invoice		Date	Description	Check Sort Code	Amount
	1904934241		06/14/2024	CITYWIDE POLOS		52.84
	1904927849		06/12/2024	CITYWIDE POLOS		686.92
Check	07/03/2024	11618	Accounts Payable	CITY OF FREMONT		87,028.00
	Invoice		Date	Description	Check Sort Code	Amount
	333397		03/07/2024	SHELTER TRUE UP FOR FY23		87,028.00
Check	07/03/2024	11619	Accounts Payable	PETTY CASH CUSTODIAN - JENNIFER TRAN		300.85
	Invoice		Date	Description	Check Sort Code	Amount
	081123-060624		06/28/2024	PETTY CASH REPLENISHMENT 08/11/23-06/06/24		300.85
Check	07/03/2024	11620	Accounts Payable	CITY OF UNION CITY		19,890.33
	Invoice		Date	Description	Check Sort Code	Amount
	2024-0453		03/01/2024	50% OF EMERGENCY SERVICES COORDINATOR SALARY MARCH 2024		6,609.99
	2024-0454		04/01/2024	50% OF EMERGENCY SERVICES COORDINATOR SALARY APRIL 2024		6,609.99
	2024-0455		05/01/2024	50% OF EMERGENCY SERVICES COORDINATOR SALARY MAY 2024		6,670.35
Check	07/03/2024	11621	Accounts Payable	COASTAL TRACTOR		6,850.38
	Invoice		Date	Description	Check Sort Code	Amount
	WG1-62624		06/26/2024	GEARMORE SFG125		6,850.38
Check	07/03/2024	11622	Accounts Payable	CSG CONSULTANTS, INC.		472.50

	Invoice	Date	Description	Check Sort Code	Amount
	B240965	06/03/2024	BI FIELD INSPECTION & RELATED PROFESSIONAL SVCS 05/01-05/31/24		472.50
Check	07/03/2024	11623 Accounts Payable	DAILY JOURNAL CORPORATION		336.25
	Invoice	Date	Description	Check Sort Code	Amount
	B3821098	06/20/2024	PH MASTER FEE SCHEDULE AMENDMENT PUBLISHED 06/11 AND 06/18/24		92.50
	B3825206	06/25/2024	PH INTENT TO LEVY AND COLLECT ASSESSMENTS 06/25/24		243.75
Check	07/03/2024	11624 Accounts Payable	DALE HARDWARE		679.48
	Invoice	Date	Description	Check Sort Code	Amount
	JUN' 24	06/25/2024	DALE SUPPLIES 06/25/2024		679.48
Check	07/03/2024	11625 Accounts Payable	DOOLEY ENTERPRISES, INC.		39,961.51
	Invoice	Date	Description	Check Sort Code	Amount
	68016	05/29/2024	AMMUNITION FY 23/24		39,961.51
Check	07/03/2024	11626 Accounts Payable	EAST BAY LAWN MOWER		364.62
	Invoice	Date	Description	Check Sort Code	Amount
	39181	06/27/2024	FLEET SMALL EQUIPMENT PARTS		364.62
Check	07/03/2024	11627 Accounts Payable	EQUIFAX INFORMATION SVCS LLC		51.58
	Invoice	Date	Description	Check Sort Code	Amount
	2060818925	06/13/2024	CREDIT BUREAU REPORT FEES - 6/13/24		51.58
Check	07/03/2024	11628 Accounts Payable	EWING IRRIGATION PRODUCTS INC.		113.05
	Invoice	Date	Description	Check Sort Code	Amount
	22573595	06/12/2024	PARK SUPPLIES-TREE STRAP AND CHRISTY LID		113.05
Check	07/03/2024	11629 Accounts Payable	JENNIFER E. FAUGHT		360.00
	Invoice	Date	Description	Check Sort Code	Amount
	MARCH 2024	05/21/2024	LEGAL SERVICES THROUGH MARCH 2024		360.00
Check	07/03/2024	11630 Accounts Payable	FREMONT FORD/AUTOBODY OF FREMONT		700.00
	Invoice	Date	Description	Check Sort Code	Amount
	435997	06/05/2024	CATALYTIC CONVERTER SERVICE 06/05/24		300.00
	436001	06/05/2024	CATALYTIC CONVERTER SERVICE 06/05/24		100.00
	436002	06/05/2024	CATALYTIC CONVERTER SERVICE 06/05/24		300.00
Check	07/03/2024	11631 Accounts Payable	FREMONT FORD		82.92
	Invoice	Date	Description	Check Sort Code	Amount
	225509	06/25/2024	FLEET PARTS-FUEL TUBE SUPPORT		82.92
Check	07/03/2024	11632 Accounts Payable	GACHINA LANDSCAPE MANAGEMENT, INC.		32,934.21
	Invoice	Date	Description	Check Sort Code	Amount
	E 219541	06/28/2024	SENIOR CENTER SHRUBS PRUNING 6/28/24		1,995.00
	E 219540	06/28/2024	CHERRY ST AND SPORTSFIELD PARK NEW IRRIGATION 6/28/24		8,094.21
	E 219539	06/28/2024	L&L 4 DEAD SHRUB REMOVALS-CHERRY MEDIAN 6/28/24		1,845.00
	E 219574	06/30/2024	SOFTBALL FIELD RESTORATION 6/30/24		21,000.00
Check	07/03/2024	11633 Accounts Payable	GAMETIME		3,762.05

	Invoice	Date	Description	Check Sort Code	Amount
	114621-01-01	06/04/2024	BIRCH GROVE SLIDE REPLACEMENT		3,762.05
Check	07/03/2024	11634 Accounts Payable	GIGANTIC IDEA STUDIO, INC.		2,126.25
	Invoice	Date	Description	Check Sort Code	Amount
	INV-4252	06/14/2024	RECYCLING & WASTE REDUCTION OUTREACH - 05/24		2,126.25
Check	07/03/2024	11635 Accounts Payable	GRAINGER		1,810.00
	Invoice	Date	Description	Check Sort Code	Amount
	9784415995	07/26/2023	WELDING BLANKET		461.72
	9916442115	11/27/2023	LED R20 SCREWS		99.94
	9094819035	04/22/2024	BIOHAZARD BAGS		154.16
	9097308739	04/24/2024	QUARTZ METAL BULB		231.43
	9097547674	04/24/2024	HOLE CUTTER		179.99
	9117090085	05/13/2024	CABLE ADAPTER		394.91
	9124779621	05/20/2024	FLOOD PREVENTION SWITCH		24.39
	9128503704	05/22/2024	REPLACEMENT LENS		49.61
	9135562560	05/30/2024	90 ELBOW		48.46
	9135744713	05/30/2024	PROPELLER		151.40
	9138835856	06/03/2024	PROPELLER		13.99
Check	07/03/2024	11636 Accounts Payable	HDL SOFTWARE, LLC		3,540.20
	Invoice	Date	Description	Check Sort Code	Amount
	SIN039715	06/13/2024	UUT SUPPORT & INDUSTRY MONITORING - JUN 2024		2,080.00
	SIN040207	05/31/2024	UUT RETURNS PROCESSED - MAY 2024		1,460.20
Check	07/03/2024	11637 Accounts Payable	HINDERLITER DE LLAMAS & ASSOCIATES		3,590.74
	Invoice	Date	Description	Check Sort Code	Amount
	SIN039202	06/12/2024	TRANSACTION TAX - AUDIT & CONTRACT SERVICES Q4/2023		883.11
	SIN039103	06/12/2024	SALES TAX AUDIT SERVICES Q4/2023		2,707.63
Check	07/03/2024	11638 Accounts Payable	IDN WILCO		10.20
	Invoice	Date	Description	Check Sort Code	Amount
	10476330-03	06/10/2024	MASTER PADLOCK		10.20
Check	07/03/2024	11639 Accounts Payable	CATHREENE INGHAM-WATTERS		1,170.00
	Invoice	Date	Description	Check Sort Code	Amount
	0422-062424EXP	06/25/2024	24/25 CALPELRA MEMBERSHIP AND CALPELRA CONFERENCE REGISTRATION		1,170.00
Check	07/03/2024	11640 Accounts Payable	KARL KREUTZER		5,684.28
	Invoice	Date	Description	Check Sort Code	Amount
	EDUREIMB-FY24	05/21/2024	EDUCATIONAL REIMBURSEMENT-FY23-24-SPR24 +REMAINING MONIES		5,684.28
Check	07/03/2024	11641 Accounts Payable	LIEBERT CASSIDY WHITMORE		609.00
	Invoice	Date	Description	Check Sort Code	Amount
	268508	05/31/2024	PROFESSIONAL SERVICES RENDERED THROUGH MAY 31, 2024		609.00
Check	07/03/2024	11642 Accounts Payable	MEDCOM		270.00
	Invoice	Date	Description	Check Sort Code	Amount
	26	06/18/2024	2023 ACA STATE FILING		270.00

Check	07/03/2024	11643	Accounts Payable	MIKE YORKS INVESTIGATIONS		1,650.00
	Invoice		Date	Description	Check Sort Code	Amount
	2024-10		06/14/2024	BACKGROUND INVESTIGATIONS 05/03-06/14/24		1,650.00
Check	07/03/2024	11644	Accounts Payable	NAVIA BENEFIT SOLUTIONS CLIENT PAY		200.00
	Invoice		Date	Description	Check Sort Code	Amount
	10866712		06/29/2024	FY 23/24 COBRA ADMINISTRATION FEES - 06/01/24 TO 06/30/24		200.00
Check	07/03/2024	11645	Accounts Payable	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA		149.00
	Invoice		Date	Description	Check Sort Code	Amount
	83408003		06/06/2024	PRE-EMPLOYMENT/ DOT PHYSICALS - 06/06/24		149.00
Check	07/03/2024	11646	Accounts Payable	PACIFIC GAS & ELECTRIC		6,439.34
	Invoice		Date	Description	Check Sort Code	Amount
	0870-060624		06/06/2024	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 05/01-05/30/24		101.75
	3926-060524		06/05/2024	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 04/30-05/29/24		122.96
	1859-060524		06/05/2024	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 04/30-05/29/24		2,119.81
	0552-060424		06/04/2024	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 04/27-05/28/24		131.23
	9045-060424		06/04/2024	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 04/26-05/24/24		274.00
	2305-060324		06/03/2024	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 04/26-05/27/24		127.15
	7460-061324		06/13/2024	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 04/26-05/24/24		3,562.44
Check	07/03/2024	11647	Accounts Payable	PRECISION EMPRISE LLC		19,000.00
	Invoice		Date	Description	Check Sort Code	Amount
	54887		06/19/2024	SIDEWALK OFFSET REPAIR - 05/29-06/07/24		19,000.00
Check	07/03/2024	11648	Accounts Payable	EDDA RIVERA		48.78
	Invoice		Date	Description	Check Sort Code	Amount
	0620-062124EXP		06/26/2024	MILEAGE REIMBURSEMENT - GRANT WRITING WORKSHOP 06/20-06/21/24		48.78
Check	07/03/2024	11649	Accounts Payable	RAYMUNDO RUIZ		350.00
	Invoice		Date	Description	Check Sort Code	Amount
	062924EXP		06/29/2024	BOOT REIMBURSEMENT 6/29/24		350.00
Check	07/03/2024	11650	Accounts Payable	YORK RISK SERVICE GROUP, INC. A SEDGWICK COMPANY		3,669.08
	Invoice		Date	Description	Check Sort Code	Amount
	400000192892		06/13/2024	WORKERS COMPENSATION CLAIMS - 06/01/24-06/30/24		3,669.08
Check	07/03/2024	11651	Accounts Payable	CENTERVILLE LOCKSMITH		31.56
	Invoice		Date	Description	Check Sort Code	Amount
	339155		06/20/2024	KEYS		31.56
Check	07/03/2024	11652	Accounts Payable	STATE OF CALIFORNIA		873.98
	Invoice		Date	Description	Check Sort Code	Amount
	PPE 6.22.24		06/27/2024	GARNISH - CASE 560794111 - 6/9/24-6/22/24		873.98
Check	07/03/2024	11653	Accounts Payable	SURF TO SNOW ENVIRONMENTAL RESOURCE		6,708.75
	Invoice		Date	Description	Check Sort Code	Amount

	13594	05/31/2024	MUNICIPAL STORMWATER INSPECTION SERVICES (04/01-04/30/24)			6,708.75
Check	07/03/2024	11654 Accounts Payable	SYSERCO, INC			34,196.20
	Invoice	Date	Description	Check Sort Code		Amount
	21509	04/30/2024	STREETLIGHTS 04/30/24			34,196.20
Check	07/03/2024	11655 Accounts Payable	CLASSIC GRAPHICS			22,270.56
	Invoice	Date	Description	Check Sort Code		Amount
	49687	06/13/2024	DECALS			723.20
	49437	04/25/2024	FLEET MAINFRAME RE-ADJUSTMENT 4/25/24			754.51
	49552	05/15/2024	2017 INTERCEPTOR SERVICE 5/15/24			20,792.85
Check	07/03/2024	11656 Accounts Payable	TEMPERATURE TECHNOLOGY INC.			4,224.39
	Invoice	Date	Description	Check Sort Code		Amount
	I3297	06/14/2024	LIBRARY HVAC SERVICE 6/14/24			664.00
	I3257	06/04/2024	LIBRARY HVAC SERVICE 5/28/24			857.00
	I3278	06/12/2024	FIRE STATION 1 HVAC SERVICE 6/12/24			2,703.39
Check	07/03/2024	11657 Accounts Payable	THE ECOHERO SHOW LLC			300.00
	Invoice	Date	Description	Check Sort Code		Amount
	2713	05/31/2024	RECYCLING AND WASTE REDUCTION OUTREACH TO SCHOOLS 05/24			300.00
Check	07/03/2024	11658 Accounts Payable	THE LEW EDWARDS GROUP			13,000.00
	Invoice	Date	Description	Check Sort Code		Amount
	24-03	04/30/2024	PROFESSIONAL SERVICES RENDERED APRIL 2024			6,500.00
	24-04	05/31/2024	PROFESSIONAL SERVICES RENDERED MAY 2024			6,500.00
Check	07/03/2024	11659 Accounts Payable	TIREHUB, LLC			16,197.40
	Invoice	Date	Description	Check Sort Code		Amount
	41002423	03/27/2024	TIRES-GY EAGLE ENFORCER			1,861.76
	41230919	04/08/2024	TIRES-GY ASSUR MAXLIFE			1,849.02
	41488099	04/22/2024	TIRES-GY EAGLE ENFORCER			2,389.77
	41194666	04/05/2024	TIRES-GY EAGLE ENFORCER			1,373.60
	42160219	05/28/2024	TIRES-GY ASSUR MAXLIFE BW			1,143.12
	42352710	06/06/2024	TIRES-GY EAGLE ENFORCER			1,214.19
	42489761	06/12/2024	TIRES-GY EAGLE ENFORCER			1,457.03
	42610204	06/18/2024	TIRES-GY G647 RSS			3,044.36
	42601510	06/18/2024	TIRES-GY EAGLE ENFORCER			1,361.48
	42633790	06/19/2024	TIRES-TY OC HTII OWL			503.07
Check	07/03/2024	11660 Accounts Payable	JENNIFER TRAN			45.43
	Invoice	Date	Description	Check Sort Code		Amount
	0603-062824EXP	06/28/2024	MILEAGE REIMBURSEMENT 06/03-06/28/24			45.43
Check	07/03/2024	11661 Accounts Payable	TRUE NORTH COMPLIANCE SERVICES, INC.			6,765.00
	Invoice	Date	Description	Check Sort Code		Amount
	24-05-01-032	06/01/2024	BI FIELD INSPECTION AND RELATED PROFESSIONAL SERVICES 05/24			6,765.00
Check	07/03/2024	11662 Accounts Payable	MARK VALDEZ			350.00
	Invoice	Date	Description	Check Sort Code		Amount
	062724EXP	06/27/2024	BOOT REIMBURSEMENT 6/27/24			350.00

Check	07/03/2024	11663	Accounts Payable	VERDE DESIGN INC		3,698.00
	Invoice		Date	Description	Check Sort Code	Amount
	8-2319400		06/10/2024	CITYWIDE PARK SIGNAGE & DOCUMENTATION 04/26-05/25/24		3,698.00
Check	07/03/2024	11664	Accounts Payable	WEST COAST ARBORISTS INC		34,125.90
	Invoice		Date	Description	Check Sort Code	Amount
	215668		05/31/2024	PARK TREE MAINTENANCE 05/16/24-05/31/24		1,082.85
	216039-A		06/15/2024	STREET TREE MAINTENANCE 06/01/24-06/15/24		27,432.65
	216205		06/01/2024	L&L 11 MEDIAN PRUNING 05/31/24-06/01/24		5,610.40
Check	07/03/2024	11665	Accounts Payable	ORION SECURITY		2,599.20
	Invoice		Date	Description	Check Sort Code	Amount
	127040		06/22/2024	UNARMED, UNIFORMED SECURITY GUARD 6/17/24 - 6/20/24		1,155.20
	127089		06/29/2024	UNARMED, UNIFORMED SECURITY GUARD 6/24/24 - 6/28/24		1,444.00
Check	07/03/2024	11666	Accounts Payable	ZUMAR INDUSTRIES		5,491.58
	Invoice		Date	Description	Check Sort Code	Amount
	47874		06/13/2024	STREET SIGNS		3,279.67
	47899		06/14/2024	STREET SIGNS		2,211.91
Check	07/03/2024	11667	Accounts Payable	ASAP ATTORNEY SERVICE, LLC		275.00
	Invoice		Date	Description	Check Sort Code	Amount
	051724-FEJARANG		07/01/2024	CIVIL SUBPOENA REFUND - CASE #HG21104387		275.00
EFT	07/03/2024	1092	Accounts Payable	PET BENEFIT SOLUTION	021000021 / 238821802	53.75
	Invoice		Date	Description	Check Sort Code	Amount
	166413		06/27/2024	TOTAL PET PLAN - JUNE 2024 PREMIUMS		53.75
EFT	07/03/2024	1093	Accounts Payable	SEDGWICK CLAIMS MANAGEMENT SERVICES, INC.	121000248 / 4942808510	20,246.24
	Invoice		Date	Description	Check Sort Code	Amount
	SF-8510-01498903		06/03/2024	WORKERS COMPENSATION CLAIMS -05/02/24-05/31/24		20,246.24

AP ZBA ACCOUNTS PAYABLE Totals: Transactions: 66 $434,356.29

Checks:	64	$414,056.30
EFTs:	2	$20,299.99

STAFF REPORT

Item D. 2.

DATE	07/25/2024
TO	Honorable Mayor and City Council Members
FROM	Brian Simon, Lieutenant
SUBJECT	Waive full reading, conduct second reading by title only, and adoption of an ordinance re-adopting Chapter 2.50, “Military Equipment Use Policy”, to the Newark Municipal Code

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California Assembly Bill 481 requires that Newark Police Department seek City Council approval by ordinance prior to funding, acquiring, or using equipment defined by the law as “military equipment” and approve the Military Equipment Use Policy. At its July 27, 2024, meeting, the City Council introduced an ordinance approving and re-adopting a military equipment use policy as stated in Chapter 2.50, “Military Equipment Use Policy” of the Newark Municipal Code in compliance with Assembly Bill 481. A second reading of the ordinance is required.

Attachments

Military Equipment Policy

Military Equipment Ordinance

Military Use 2nd Reading Memo

Military Equipment

709.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072). This policy applies to all members of the city of Newark Police Department.

709.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers, excluding police versions of standard consumer vehicles.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached, excluding unarmored all-terrain vehicles (ATVs) and motorized dirt bikes.
- Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.

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- Any other equipment as determined by a governing body or a state agency to require additional oversight.

709.2 POLICY

It is the policy of the Newark Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

Items deemed to be "military equipment" by Government Code § 7070 (c) are used as a component of overall best practices for law enforcement agencies throughout the country. These tools have been tested in the field and are used by law enforcement agencies to enhance citizen and officer safety.

The Newark Police Department does not possess any tactical equipment that it has obtained from the military, nor does it possess any equipment that was designed for military use. The Newark Police Department does not participate in the Law Enforcement Support Officer (LESO) 10-33 program. The department does not currently receive or utilize surplus military equipment from the Federal government. It is the policy of the Newark Police Department to acquire and use equipment designed to enhance law enforcement's ability to ensure public safety and welfare.

709.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying department equipment that qualifies as military equipment as defined by Government Code § 7070 (c) in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Newark Police Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting on the department's website at least thirty (30) days prior to any public hearing concerning the military equipment at issue.
2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website for as long as the equipment is made for use (Government Code § 7072).

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(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

709.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

See attachment: Military Equipment Inventory.pdf

709.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

709.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

Military equipment used by any member of this jurisdiction shall be approved for use and in accordance with the policy. Military equipment used by other jurisdictions that are providing mutual aid to this jurisdiction, or otherwise engage in law enforcement operations within Newark shall comply with their respective military equipment use policies when rendering assistance.

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709.7 USE IN EXIGENT CIRCUMSTANCES

In exigent circumstances and with the approval of the Chief of Police or designee, the department may acquire, borrow and/or use military equipment that is not included in the military equipment inventory section of this policy.

In accordance with this section, if the department borrows, and/or uses military equipment in exigent circumstances, it must take all of the following actions.

- Make all efforts to provide written notice of the use to the City Council within fourteen (14) days, but in no event more than thirty (30) days following commencement of such exigent circumstance, unless such information is confidential or privileged under local, state or federal law.
- If it is anticipated that the use will continue beyond the exigent circumstance, submit a proposed amended military equipment policy to the City Council within ninety (90) days following the borrowing and / or use, and receive approval for continued use.
- Include the equipment in the department's next annual military equipment report.
- Department members are required to adhere to the Department's Military Equipment Procedure and all policies and procedures outlined within the Newark Police Department's Policy and Procedures Manual, regardless of jurisdiction.

709.8 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

709.9 COMMUNITY ENGAGEMENT

Within thirty (30) days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

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ORDINANCE NO. 541

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AND RE-ADOPTING A MILITARY EQUIPMENT USE POLICY AS STATED IN CHAPTER 2.50 "MILITARY EQUIPMENT USE POLICY" TO TITLE 2. "ADMINISTRATION AND PERSONNEL" OF THE NEWARK MUNICIPAL CODE IN COMPLIANCE WITH ASSEMBLY BILL 481

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 relating to the use of military equipment by California law enforcement agencies; and

WHEREAS, Assembly Bill 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, or used by law enforcement agencies; and

WHEREAS, Assembly Bill 481, codified at California Government Code section 7070, *et. seq.*, requires law enforcement agencies to obtain approval of the applicable governing body, by an ordinance adopting a "military equipment" use policy, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment. The term "military equipment" is defined in California Government Code section 7070 subdivision (c); and

WHEREAS, the Newark Police Department is in possession of certain items of equipment that may qualify as "military equipment" under Assembly Bill 481; and

WHEREAS, Assembly Bill 481 requires that a law enforcement agency possessing and using such qualifying equipment prepare a publicly released, written, military equipment use policy. The policy must be a document covering the inventory, description, purpose, use, acquisition, maintenance, fiscal impacts, procedures, training, oversight, and complaint process, applicable to the Department's use of such equipment; and

WHEREAS, Assembly Bill 481 allows the governing body of a city to approve the military equipment use policy for continued or future funding, acquisition, or use of military equipment within its jurisdiction only if it makes specified determinations specified in Government Code Section 7071 subdivision (d); and

WHEREAS, on June 9, 2022, the City Council adopted Ordinance No. 536 approving and adopting a military equipment use policy identified as Newark Police Department Policy 709, having received the information required under Assembly Bill 481 regarding the Newark Police Department's use of military equipment as defined in said law and upon a finding of the specified determinations required under Government Code section 7071(d); and

WHEREAS, Government Code section 7072 provides that a law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use; and

WHEREAS, the law enforcement agency shall also make each annual military equipment report publicly available on its internet website for as long as the military equipment is available for use; and

WHEREAS, the annual military report shall include the following information for the immediately preceding calendar year for each type of military equipment:

a. A summary of how the military equipment was used and the purpose of its use;

b. A summary of any complaints or concerns received concerning the military equipment;

c. The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response;

d. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report;

e. The quantity possessed for each type of military equipment;

f. If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment; and

WHEREAS, Government Code section 7071(d) provides the governing body shall determine, based on the annual military equipment report submitted pursuant to Section 7072, whether each type of military equipment identified in that report has complied with the following standards for approval:

a. The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;

b. The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties;

c. If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety;

d. Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance; and

WHEREAS, if the governing body determines that a type of military equipment identified in that annual military equipment report has not complied with the standards for approval set forth

above, the governing body shall either disapprove a renewal of the authorization for that type of military equipment or require modifications to the military equipment use policy in a manner that will resolve the lack of compliance; and

WHEREAS, the governing body shall review any ordinance that it has adopted approving the funding, acquisition, or use of military equipment at least annually and vote on whether to renew the ordinance at a regular meeting held pursuant to open meeting laws; and

WHEREAS, the Newark Police Department's annual military equipment report was posted on the department's internet website on March 7, 2023 and no more than thirty (30) days prior to the well-publicized public meeting concerning the renewal of the military equipment at issue in compliance with Government Code Section 7072 (b); and

WHEREAS, the Newark Police Department seeks renewal of Policy 709; and

WHEREAS, the City Council of the City of Newark, having received the information required under Assembly Bill 481 regarding the Newark Police Department's renewed use of military equipment as defined in said law, and makes the specified determinations required under Government Code Section 7070, *et. seq.*, deems it to be in the best interest of the City to approve and renew the Newark Police Department's Military Equipment Funding, Acquisition and Use Policy as set forth in the policy identified as Newark Police Department Policy 709.

THE CITY COUNCIL OF THE CITY OF NEWARK DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals.

The above recitals are true and correct and made a part of this Ordinance.

SECTION 2. Determinations.

Based on the findings above, in addition to information provided to the City Council at the public meeting, the City Council determines as follows:

1. The military equipment identified in the annual military equipment report has complied with the standards for approval as set forth in Government Code section 7071 subdivision (d).

2. The Newark Police Department's Military Equipment Use Policy is necessary because there are no reasonable alternatives that can achieve the same objectives of officer and civilian safety.

3. The Newark Police Department's Military Equipment Use Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

4. The military equipment identified in the Newark Police Department's Military Equipment Use Policy is reasonably cost effective compared to available alternatives that can achieve the same objectives of officer and civilian safety.

5. Prior military equipment use by the Newark Police Department complied with the Military Equipment Use Policy although it was not yet in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

6. The Newark Police Department's Military Equipment Use Policy, Policy 709, setting forth the City's military equipment use policy is approved and renewed.

SECTION 3. Severability.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each of every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. CEQA.

Approval of the ordinance is exempt from further environmental review under the general rule in California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) that CEQA only applies to projects that have the potential for causing a significant effect on the environment. As a series of text amendments and additions that do not authorize any new activity, it can be seen with certainty that there is no possibility that the ordinance will have a significant effect on the environment.

SECTION 5. Publication and effective date.

Within fifteen (15) days from and after adoption, this Ordinance shall be published once in the Tri-City Voice, a newspaper of general circulation printed and published in Alameda County and circulated in the City of Newark, in accordance with California Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

The foregoing ordinance was introduced and read before the City Council of the City of Newark by Council Member Freitas at the regular meeting of the City Council of the City of Newark held on May 11, 2023.

This ordinance was read at the regular meeting of the City Council held May 25, 2023. Vice Mayor Collazo moved that it be adopted and passed, which motion was duly seconded, and said ordinance was passed and adopted.

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

APPROVED:

s/MICHAEL K. HANNON
Mayor

ATTEST:

s/SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:

s/KRISTOPHER J. KOKOTAYLO
City Attorney

Military Equipment

709.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072). This policy applies to all members of the city of Newark Police Department.

709.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers, excluding police versions of standard consumer vehicles.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached, excluding unarmored all-terrain vehicles (ATVs) and motorized dirt bikes.
- Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.

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- Any other equipment as determined by a governing body or a state agency to require additional oversight.

709.2 POLICY

It is the policy of the Newark Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

Items deemed to be "military equipment" by Government Code § 7070 (c) are used as a component of overall best practices for law enforcement agencies throughout the country. These tools have been tested in the field and are used by law enforcement agencies to enhance citizen and officer safety.

The Newark Police Department does not possess any tactical equipment that it has obtained from the military, nor does it possess any equipment that was designed for military use. The Newark Police Department does not participate in the Law Enforcement Support Officer (LESO) 10-33 program. The department does not currently receive or utilize surplus military equipment from the Federal government. It is the policy of the Newark Police Department to acquire and use equipment designed to enhance law enforcement's ability to ensure public safety and welfare.

709.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying department equipment that qualifies as military equipment as defined by Government Code § 7070 (c) in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Newark Police Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting on the department's website at least thirty (30) days prior to any public hearing concerning the military equipment at issue.
2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website for as long as the equipment is made for use (Government Code § 7072).

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(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

709.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

See attachment: Military Equipment Inventory.pdf

709.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

709.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

Military equipment used by any member of this jurisdiction shall be approved for use and in accordance with the policy. Military equipment used by other jurisdictions that are providing mutual aid to this jurisdiction, or otherwise engage in law enforcement operations within Newark shall comply with their respective military equipment use policies when rendering assistance.

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709.7 USE IN EXIGENT CIRCUMSTANCES

In exigent circumstances and with the approval of the Chief of Police or designee, the department may acquire, borrow and/or use military equipment that is not included in the military equipment inventory section of this policy.

In accordance with this section, if the department borrows, and/or uses military equipment in exigent circumstances, it must take all of the following actions.

- Make all efforts to provide written notice of the use to the City Council within fourteen (14) days, but in no event more than 30 days following commencement of such exigent circumstance, unless such information is confidential or privileged under local, state or federal law.
- If it is anticipated that the use will continue beyond the exigent circumstance, submit a proposed amended military equipment policy to the City Council within 90days following the borrowing and / or use, and receive approval for continued use.
- Include the equipment in the department's next annual military equipment report.
- Department members are required to adhere to the Department's Military Equipment Procedure and all policies and procedures outlined within the Newark Police Department's Policy and Procedures Manual, regardless of jurisdiction.

709.8 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

709.9 COMMUNITY ENGAGEMENT

Within thirty (30) days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

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Military Equipment Inventory.pdf

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Qualifying Equipment Owned/Utilized by the Newark Police Department

Equipment Name: Unmanned Aircraft Systems (UAS/Drones) – CA Gov't Code § 7070 (c)(1)	
Quantity Owned/Sought: 4	**Lifespan: 5 years**
Equipment Capabilities: Remotely piloted aerial vehicle capable of providing live and recorded video images captured from aerial positions, including images enhanced by Forward Looking Infrared (FLIR), thermal and optical zoom lenses.	
Manufacture Product Description: DJI Phantom 4 Pro (quantity 1): The Phantom 4 Pro's camera shoots 4K/60fps at a bitrate of 100Mbps and stills up to 20-megapixels. The Flight Autonomy system adds dual rear vision sensors and two Time of Flight range imaging cameras for a total of 5 directions of obstacle sensing with a range of up to 30m in all directions. The Lightbridge HD video transmission system offers an extended maximum transmission range of 4.3mi (7km) with the ability to switch between 2.4GHz and 5.8GHz. The aircraft's Intelligent Flight Battery also have increased capability by 520mAh to enable an extended flight time of 30 minutes. DJI Mavic 2 Enterprise (quantity 3): The Mavic 2 Enterprise Dual features a 24mm camera with a 1/2.3" 12MP sensor and FLIR thermal imaging sensor. The cameras can capture up to UHD 4K resolution video at 30fps, or thermal imaging images and temperature data. The Mavic 2 Enterprise can achieve speeds of up to 44.7 mph, and the four-call LiPo battery provides up to 31 minutes of flight time. The Mavic 2 Enterprise Dual also supports OcuSync 2.0 video transmission system. Additionally, there are three modular accessories to include a spotlight, speaker, and beacon. The Mavic 2 Enterprise also has omnidirectional obstacle sensing.	
Purpose/Authorized Uses: To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to: 1. Major collision investigations and crime scenes. 2. Search for missing persons and rescue events. 3. Natural disaster management. 4. Anytime a UAS would enhance public safety, improve operational safety, incident stabilization or incident mitigation. 5. SWAT, tactical or other public safety, fire services and life preservation missions. Only assigned personnel who have completed the required department training shall be permitted to operate any UAS during approved missions. Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.	
Fiscal Impacts: DJI Phantom 4 Pro $1500 DJI Mavic 2 Enterprise $3350 each	
Legal/Procedural Rules Governing Use: The use of a UAV is in accordance with Newark Police Department Policy – 613 – Unmanned Aircraft Systems and FAA Regulation 14 CFR Part 107.	

It is the policy of the NPD to utilize UAS only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.
Training Required: Federal Aviation Administration "Part 107 – Remote Pilot License" and POST certified 24-hour Basic UAS Pilot course.

Qualifying Equipment Owned/Utilized by the Newark Police Department

Equipment Name: Robotex Avatar III/ Robotex Avatar II Robot(s)- CA Gov't Code § 7070 (c)(1)	
Quantity Owned/Sought: Owned: (1) Robotex Avatar III (1) Robotex Avatar II (2)	**Lifespan:** 10 Years
Equipment Capabilities: Robots designed for remote handling of objects, reconnaissance missions, two-way communication, and deliver/ retrieval tasks.	
Manufacture Product Description: The Robotex Avatar III/ Robotex Avatar II are rugged, easy-to-use tactical robots that enhance the capabilities of law enforcement and first-responders by allowing them to safely and quickly inspect dangerous situations.	
Purpose/Authorized Uses: To remotely gain visual/ audio data, deliver Crisis Negotiation Team phone, open doors, disrupt packages, and clear buildings, or for any other approved law enforcement purpose. Only to be utilized by officers who have been trained in their proper use and deployment.	
Fiscal Impacts: $30,000 / unit	
Legal/Procedural Rules Governing Use: The use of a robot is in accordance with Newark Police Department Policy – 408– Special Weapons and Tactics. It is the policy of the NPD to utilize robots only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law. The use of an unmanned, remotely piloted, powered ground vehicle potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to all applicable privacy laws and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Post Hoc authorization is required per Penal Code § 632.	
Training Required: Specialized yearly department training via NPD SWAT Personnel.	
Other: Robotex Avatar III can be equipped with Avatar Extended Reach Manipulator Arm ($24,000 purchase price). The Avatar III with Avatar Extended Reach Manipulator Arm was obtained through State grant funds.	

Qualifying Equipment Owned/Utilized by the Newark Police Department

Equipment Name: Lenco Armored Rescue Vehicle (ARV) -CA Gov't Code § 7070 (c)(3)	
Quantity Owned/Sought: 1	**Lifespan: ~20 years**
Equipment Capabilities: The vehicle is equipped with emergency lights/sires, rotating roof hatch, electric winches, running boards, back-up camera, battering ram attachment, CS (tear gas) deployment attachment for battering ram, and spot/flood lights. The vehicle is armored with a 0.5 – 1.5" thick steel and ballistic windows rated to stop a 0.50 caliber bullet.	
Manufacture Product Description: 2004 Lenco BearCat G1 Armored Rescue Vehicle (ARV) is the standard tactical armored vehicle for special operations units within the US Law Enforcement community. Since the early 2000s, agencies such as LAPD, LASD SEB, NYPD ESU, Boston PD and hundreds of Federal, State and Local Law Enforcement agencies have made the BearCat G1 part of their standard operating procedure. The G1 has excellent on-road driving characteristics and maneuverability in tight urban settings.	
Purpose/Authorized Uses: The Armored Rescue Vehicle (ARV) is primarily used during critical incidents. The ARV may be used by patrol and SWAT personnel for the safe transport of personnel, to conduct high risk rescue and evacuation operations, high risk warrant service operations, dangerous high risk tactical operations, training, community engagement efforts, or any other applications deemed appropriate by the SWAT Commander, Division Commander, or Chief of Police.	
Fiscal Impacts: The cost of the ARV was approximately $160,000. The refurbished 2004 vehicle was purchased by Newark Police Department in May of 2013 from the vendor, Lenco, on a lease agreement, which was budgeted and paid over 8 years out of the police department's operating budget.	
Legal/Procedural Rules Governing Use: The use of the ARV may be considered a show of force and is governed by Newark Police Department Policy 300 – Use of Force and Policy 408.5.2 - Special Weapons and Tactics – Equipment. It is the policy of the Department to use the ARV only for official law enforcement purposes, and in accordance with California State law regarding the operation of motor vehicles.	
Training Required: Officers are to be trained in the operation of the ARV prior to use. Training will include basic knowledge of electronic/mechanical functions on the vehicle and a driving exercise. SWAT personnel will receive advanced training and are expected to maintain a higher level of operational knowledge and expertise. Only NPD personnel who have completed training and possess a valid California Driver's License will be authorized to drive/operate the ARV, unless a delayed deployment of an ARV would result in serious bodily injury or death.	

Qualifying Equipment Owned/Utilized by the Newark Police Department

Equipment Name: City of Newark- Mobile Command Vehicle (MCV) CA Gov't Code § 7070 (c)(5)	
Quantity Owned/Sought: 1	**Lifespan: 25 years**
Equipment Capabilities: The vehicle is capable of being used as a mobile command center, a temporary emergency operations center, for crisis negotiations, and as a dispatch center. The vehicle is capable of transporting personnel and equipment. The vehicle can be separated into two separate work areas by partitions to serve multiple functions simultaneously. The Mobile Command vehicle serves as a resource management center, rallying point for outside resources, and location for centralized and unified command.	
Manufacture Product Description: LDV Model SS28RC-10CC SO243022. The Newark Police Department Mobile Command Vehicle is an 18' dry van with a cab-to-axle length of 120". It is built on a 2019 Ford F-550 Regular Cab 2WD single rear axle gasoline chassis. 19,500-lb with rear spring suspension and hydraulic brakes. It is painted white with police graphics affixed to the sides of the vehicle.	
Purpose/Authorized Uses: To be used for critical incident callouts, as a temporary emergency operations center, as a backup dispatch center, as a crisis negotiation workspace, or for other approved law enforcement purpose. The Mobile Command vehicle serves as a resource management center, rallying point for outside resources, and location for centralized and unified command. The Mobile Command Vehicle can be used by staff who have been properly trained in the safe handling of the vehicle.	
Fiscal Impacts: Total cost of the Mobile Command Vehicle was $211,000. $135,000 was funded by State Grant and the remainder $76,000 was allocated through a General Fund Budget Amendment from the 2018-2020 Biennial Budget.	
Legal/Procedural Rules Governing Use: It is the policy of the Department to use the MCV only for official law enforcement purposes, and in accordance with California State law regarding the operation of motor vehicles.	
Training Required: Members of the Crisis Negotiations Team and Tactical Dispatchers receive annual training on the internal electrical system.	

Qualifying Equipment Owned/Utilized by the Newark Police Department

Equipment Name: Patrol Rifles - Colt AR-15 ; CA Gov't Code § 7070 (c)(10)	
Quantity Owned/Sought: 30	**Lifespan: 10 years**
Equipment Capabilities: Carbine Rifle is a firearm, capable of accurately stopping an armed subject at various distances to include those that exceed the capabilities of a service pistol. The .223 / 5.56 cartridge is used as a lethal option designed to stop a violent encounter. The projectile is capable of penetrating soft body armor being worn by armed subjects.	
Manufacture Product Description: The Carbine Rifle is a lightweight, air-cooled, gas operated, magazine fed, shoulder fired weapon. AR-15 style barrel lengths varying from 10.3 to 16 inches. • COLT AR-15 Carbine Patrol Rifle: 25 • Rock River Arms AR-15 Carbine Patrol Rifle: 5	
Purpose/Authorized Uses: To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.	
Fiscal Impacts: $1,050 each	
Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. Newark Police Department Policy 300 – Use of Force, Policy 312.3.2 – Firearms – Patrol Rifles, Policy 408.5.2 - Special Weapons and Tactics – Equipment. Possession of short barreled rifles by police officers is governed by Penal Code § 33220. Possession of assault weapon by police officers in the discharge of their duties is governed by Penal Code § 30625.	
Training Required: Officers must successfully complete a CA POST certified 16-hour tactical rifle course as well as regular department firearms training and qualifications as required by law and policy. Proficiency training shall be monitored and documented by POST certified firearms instructors. All training and proficiency for firearms will be documented in the officer's training file.	

Qualifying Equipment Owned/Utilized by the Newark Police Department

Equipment Name: M4 Style Platform Automatic SWAT Rifle; CA Gov't Code § 7070 (c)(10)	
Quantity Owned/Sought: 15	**Lifespan: 10 yrs**
Equipment Capabilities: Carbine Rifle is a firearm, capable of accurately stopping an armed subject at various distances to include those that exceed the capabilities of a service pistol. The .223 / 5.56 cartridge is used as a lethal option designed to stop a violent encounter. The projectile is capable of penetrating soft body armor being worn by armed subjects.	
Manufacture Product Description: • Sig Sauer SIG516 10.5-inch M4 style platform, fully automatic, pushrod gas system rifles in 5.56 caliber with flip up rear adjustable sights: 6 • Colt 10.5-inch M4 style platform, fully automatic, pushrod gas system rifles in .223 caliber with flip up rear adjustable sights: 6 • Bushmaster 10.5-inch M4 style platform, fully automatic, pushrod gas system rifles in .223 caliber with flip up rear adjustable sights: 3	
Purpose/Authorized Uses: To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.	
Fiscal Impacts: $2,100 each	
Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. Newark Police Department Policy 300 – Use of Force, Policy 312.3.2 – Firearms – Patrol Rifles, Policy 408.5.2 - Special Weapons and Tactics – Equipment. Possession of short barreled rifles by police officers is governed by Penal Code § 33220. Possession of assault weapon by police officers in the discharge of their duties is governed by Penal Code § 30625.	
Training Required: Only current NPD SWAT Team Members who have: 1) completed a 16 hour POST approved tactical rifle course. 2) successfully passed the NPD SWAT Rifle Qualification course and 3) enrolled in or successfully completed a POST approved Basic SWAT School course shall be authorized to utilize an M4 style platform. Users must continually display proficiency by successfully passing quarterly (4) qualification courses each calendar year. Proficiency training shall be monitored and documented by POST certified firearms instructors. All training and proficiency for firearms will be documented in the officer's training file.	

Qualifying Equipment Owned/Utilized by the Newark Police Department

Equipment Name: Compact Heckler Koch Submachine Gun; CA Gov't Code § 7070 (c)(10)	
Quantity Owned/Sought: 7	**Lifespan: 10 Years**
Equipment Capabilities: The submachine gun is a firearm, capable of accurately stopping an armed subject at various distances to include those that exceed the capabilities of a service pistol. It is a lightweight, air-cooled, gas operated, magazine fed, shoulder fired weapon. It is a short-barreled weapon which allows a trained officer better control inside of structures with greater accuracy than a handgun.	
Manufacture Product Description: Heckler Koch MP5 is a submachine gun using a blowback operating system for reliability, accuracy, and ease of handling in confined spaces. The barrels are cold hammer forged with the body consisting of stamped high strength steel and modern polymers. • Heckler and Koch MP5 40cal with safe/semi/3rd burst/auto selector switch .40cal: 2 • Heckler and Koch MP5 9mm with safe/semi/3rd burst/auto selector switch 9mm: 5	
Purpose/Authorized Uses: To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.	
Fiscal Impacts: $3,025 per rifle	
Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. Newark Police Department Policy 300 – Use of Force, Policy 312.3.2 – Firearms – Patrol Rifles, Policy 408.5.2 - Special Weapons and Tactics – Equipment. Possession of short-barreled rifles by police officers is governed by Penal Code § 33220. Possession of assault weapon by police officers in the discharge of their duties is governed by Penal Code § 30625.	
Training Required: Officers must successfully complete a CA POST certified 16-hour tactical rifle course as well as regular department firearms training and qualifications as required by law and policy. Only members that have successfully completed NPD sub gun range qualification are authorized to use these weapons.	

Qualifying Equipment Owned/Utilized by the Newark Police Department

Equipment Name: .308 Bolt Action Rifle – Accuracy International AE and ammo; CA Gov't Code § 7070 (c)(10)	
Quantity Owned/Sought: 2	**Lifespan:** 10 years
Equipment Capabilities: The Accuracy International AE .308 rifle enables the stopping of an armed subject at a safe distance. The rifle is capable of accurately stopping an armed subject at various distances to include those that exceed the capabilities of a service pistol. Additionally, the rifle, paired with the scope, creates a system which will allow for a trained sniper to gather real time information through observation at safe distances.	
Manufacture Product Description: The Accuracy International AE is a bolt action rifle manufactured for precision shooting. The rifle delivers a single .308 caliber shot from a short action rifle system. The Accuracy International AE rifle delivers precision accuracy in a powerful and rugged design. Features include a 24 inch floating barrel, a 5 round capacity magazine, manual safety, synthetic stock, carbon steel barrel, a Nightforce scope and Harris bi-pod. The rifle can deliver a precise shot engaging dangerous targets out to 600 meters and can be used for information gathering and observation at safe distances.	
Purpose/Authorized Uses: To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible. Accuracy International precision rifles are to be used exclusively by officers assigned to the SWAT Sniper Team. These rifles are typically deployed with the SWAT Sniper Team during high-risk SWAT operations and special events or instances wherein Sniper Over Watch Teams are needed.	
Fiscal Impacts: $5,500 each.	
Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. Newark Police Department Policy 300 – Use of Force, Policy 312 – Firearms, Policy 408 - Special Weapons and Tactics.	
Training Required: SWAT Snipers must successfully complete SWAT school. SWAT Snipers must attend a 40 hour POST approved Basic Sniper School, and regularly train and qualify with various weapons systems including the .308 bolt action Sniper rifle to maintain proficiency. Proficiency training shall be monitored and documented by POST certified firearms instructors. All training and proficiency for firearms will be documented in the officer's training file.	

Qualifying Equipment Owned/Utilized by the Newark Police Department

Equipment Name: CS Gas systems- CA Gov't Code § 7070 (c)(12)	
Quantity Owned/Sought: Owned: (20) CTS Irritant Munitions 5230B – CS Baffled Canister Grenade Sought : (30) CTS Irritant Munitions 4330 – 40MM CS Liquid Barricade Projectile (12) CTS Irritant Munitions 9430 – CS Tear Ball Grenade (12) CTS Irritant Munitions 5430 – CS Flameless Expulsion Canister (12) CTS Irritant Munitions 6230 – CS Canister Grenade (24) CTS 40mm Munitions 4530 – 40mm Frangible Impact- CS Powder	**Lifespan:** 5 years
Equipment Capabilities: The use of CS Gas causes mucous membranes and exposed skin to become inflamed resulting in a temporary respiratory effect and discomfort	
Manufacture Product Description: **CTS Irritant Munitions 4330 – 40MM CS Liquid Barricade Projectile** – Spin Stabilized, 4.1" long liquid CS filled projecticle penetrates intermediate barriers and delivers irritant agents into an adjacent room. **CTS Irritant Munitions 9430 – CS Tear Ball Grenade –** "Rubber – ball" style grenades that upon initiation eject a powder payload of CS into a radius surrounding the device. Tear balls are primarily used for crowd control in indoor and outdoor situations. **CTS Irritant Munitions 5230B – CS Baffled Canister Grenade –** Pyrotechnic grenade designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire. **CTS Irritant Munitions 5430 – CS Flameless Expulsion Canister Grenade** – Large diameter flameless grenade posing no risk of fire and discharging a large powder payload instantaneously through multiple emission ports.	

CTS Irritant Munitions 6230 – CS Canister Grenade – Pyrotechnic canister grenade emitting smoke through multiple emission ports for 30 to 40 seconds.

CTS 40mm Munitions 4530 – 40mm Frangible Impact- CS Powder – 40mm multi-effect munition delivering greater energy on the target with extreme accuracy and simultaneously dispersing a cloud of irritant or marking power.

Purpose/Authorized Uses:
Less lethal weapon systems may limit the escalation of conflict where employment of lethal force is prohibited or undesirable. In order to control subjects who are violent or who demonstrate the intent to be violent, tear gas may be used for crowd control, crowd dispersal or against barricaded suspects based on the circumstances. Only the Watch Commander, Incident Captain or SWAT Commander may authorize the delivery and use of tear gas, and only after evaluating all conditions known at the time and determining that such force reasonably appears justified and necessary. When practicable, fire personnel should be alerted or summoned to the scene prior to the deployment of tear gas to control any fires and to assist in providing medical aid or gas evacuation if needed.

Fiscal Impacts:
CTS Irritant Munitions 4330 – 40MM CS Liquid Barricade Projectile - **$23.37 / unit**
CTS Irritant Munitions 9430 – CS Tear Ball Grenade - **$ 44.49 / unit**
CTS Irritant Munitions 5430 – CS Flameless Expulsion Canister Grenade - **$42.35 / unit**
CTS Irritant Munitions 6230 – CS Canister Grenade - **$27.19 / unit**
CTS 40mm Munitions 4530 – 40mm Frangible Impact- CS Powder - **$26.51 / unit**
CTS Irritant Munitions 6230 – CS Canister Grenade - **$41.93 / unit**

Legal/Procedural Rules Governing Use:
The use of this equipment is governed by Newark Police Department Policy 300 – Use of Force, Policy 308.6 Control Devices and Techniques – Tear Gas Guidelines. Policy 312.3.3 - Firearms – Shotguns, Policy 467 – First Amendment Assemblies.

Tear gas is governed by Penal Code § 22810.

Additionally, use of kinetic projectiles and chemical agents for crowd control purposes is specifically governed by Penal Code § 13652.

Training Required:
Specialized yearly department training via a POST Certified Chemical Weapons Instructor.

Other:
CTS Irritant Munitions 4330 – 40MM CS Liquid Barricade Projectile, CTS Irritant Munitions 5230B – CS Baffled Canister Grenade, and CTS Irritant Munitions 6230 – CS Canister Grenade only to be utilized by properly trained NPD SWAT Personnel. CTS Irritant Munitions 9430 – CS JetLite Rubber Ball Grenade, CTS Irritant Munitions 5430 – CS Flameless Expulsion Canister Grenade, and CTS 40mm Munitions 4530 – 40mm Frangible Impact- CS Powder only to be utilized by properly trained NPD SWAT/ Crowd Management Team (CMT) personnel.

(3) converted shotgun with cup launcher attachment, to only be utilized in conjunction with CTS Irritant Munitions 5230B – CS Baffled Canister Grenade for deployment into a structure.

Qualifying Equipment Owned/Utilized by the Newark Police Department

Equipment Name: CTS 7290 – Flash Bang CA Gov't Code § 7070 (c)(12)	
Quantity Owned/Sought: Owned (32)/ Sought (40)	**Lifespan:** 5 Years
Equipment Capabilities: The device is intended to create a diversion during critical incidents in which the device deflagrates, emitting a bright light and thunderous noise to distract potentially dangerous individuals.	
Manufacture Product Description: The CTS 7290 – Flash Bang is the standard for diversionary flash-bang devices. The 7290 produces 165-180db and 6-8 million candela of light output. The patented design of the 7290, incorporates a porting system that eliminates movement of the body at detonation even if the top or bottom of the device should be in contact with a hard surface. In addition, internal adjustments have greatly reduced smoke output. The device is an ATF-controlled Class C explosive device.	
Purpose/Authorized Uses: Used during critical incidents as a diversionary device to disorient/ distract potentially dangerous individuals. Device shall only be used by officers who have been trained in their proper use and deployment. Situations for use of the device may include but are not limited to - 1) In hostage and barricaded subject situations. 2) In high-risk warrant (search/ arrest) services where there may be extreme hazards to officers. 3) During Riot/ Crowd control and civil unrest incidents 4) During other high-risk situations where their use would enhance officer safety and a tactical advantage can be obtained. 5) During training exercises or approved demonstrations.	
Fiscal Impacts: $39.58/ CTS 7290 – Flash Bang	
Legal/Procedural Rules Governing Use: The use of flashbangs is governed by Newark Police Department Policy 300 – Use of Force and Policy 408.5.2 - Special Weapons and Tactics – Equipment. It is the policy of the NPD to utilize diversion devices only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.	
Training Required: Specialized yearly department training via a POST Certified Noise-Flash-Diversionary Device Instructor.	
Other: CTS 7290 – Flash Bang only to be utilized by properly trained Newark Police Department Special Weapons and Tactics Team and Crowd Management Team Personnel.	

Qualifying Equipment Owned/Utilized by the Newark Police Department

Equipment Name: Pepperball TAC-SF launcher- CA Gov't Code § 7070 (c)(12)	
Quantity Owned/Sought: 3	**Lifespan: 10 yrs**
Equipment Capabilities: The TAC-SF semi-automatic pepperball launcher can launch over 250 .68 calibre pepperball projectiles containing 2% PAVA (OC) at an approximate distance of 150 feet per air tank charge providing distance and increasing safety.	
Manufacture Product Description: Pepperball TAC-SF is a compact lightweight modular launcher constructed of glass nylon. It launches standard .68 calibre round projectiles using a high-capacity air pressure system.	
Purpose/Authorized Uses: Pepper projectiles are plastic spheres that are filled with a derivative of OC powder. Because the compressed gas launcher delivers the projectiles with enough force to burst the projectiles on impact and release the OC powder, the potential exists for the projectiles to inflict injury if they strike the head, neck, spine or groin. Therefore, personnel using a pepper projectile system should not intentionally target those areas, except when the officer reasonably believes the suspect poses an imminent threat of serious bodily injury or death to the officer or others.	
Fiscal Impacts: $1,900 each	
Legal/Procedural Rules Governing Use: Use is established under Newark Police Department Policy 308.47.2. - Control Devices and Techniques – Pepper Projectile Systems. It is the policy of the NPD to utilize PepperBall only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force. Additionally, use of kinetic projectiles and chemical agents for crowd control purposes is specifically governed by Penal Code § 13652.	
Training Required: Only those officers who have been trained in the use of Kinetic Energy Projectile Device are certified to carry the specific device. Proficiency training shall be monitored and documented by POST certified less-lethal munitions and chemical agent instructors. All training and proficiency for control devices will be documented in the officer's training file.	

Qualifying Equipment Owned/Utilized by the Newark Police Department

Equipment Name: LMT Defense 40mm Launcher with 40mm kinetic energy projectiles- CA Gov't Code § 7070 (c)(14)	
Quantity Owned/Sought: Owned: (28) Defense Technology 1425 – 40mm LMT Tactical Single Launcher, Expandable Stock (180) Defense Technology 6325 – Exact Impact 40mm Standard Range Sponge Round	**Lifespan:** 10 Years (Defense Technology 1425 – 40mm LMT Tactical Single Launcher, Expandable Stock) 5 years (Defense Technology 6325- Exact Impact 40mm Standard Range Sponge Round)
Equipment Capabilities: Kinetic energy projectiles, when used properly, are less likely to result in death or serious physical injury and can be used to de-escalate a potentially deadly situation. Department approved kinetic projectiles are fired from 40 mm launchers.	
Manufacture Product Description: **Defense Technology 1425 – 40mm LMT Tactical Single Launcher, Expandable Stock** – Tactical single shot launcher that features an expandable ROGERS Super Stoc and an adjustable Integrated Front Grip (IFG) with light rail. The ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single and two-point sling attachment. The launcher will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. The Picatinny Rail Mounting System will accept a wide array of enhanced optics/ sighting systems. **Defense Technology 6325 – Exact Impact 40mm Standard Range Sponge Round** – a point-of-aim, point-of-impact direct-fire round. This lightweight, high-speed projectile consisting of a plastic body and sponge nose that is spin stabilized via the incorporated rifling collar and the 40mm launcher's rifled barrel. The round utilizes smokeless powder as the propellant, and, therefore, have velocities that are extremely consistent. Used for crowd control, patrol, and tactical applications.	
Purpose/Authorized Uses: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the Kinetic Energy Projectiles may include, but are not limited to: 1) Self-destructive, dangerous and/or combative individuals. 2) Riot/ Crowd control and civil unrest incidents. 3) Circumstances where a tactical advantage can be obtained. 4) Potentially vicious animals. 5) Training exercises or approved demonstrations.	
Fiscal Impacts: $725.00/ Defense Technology 1425- 40mm LMT Tactical Single Launcher, Expandable Stock $19.30/ Defense Technology 6325 – Exact Impact 40mm Standard Range Sponge Round	
Legal/Procedural Rules Governing Use: The use of 40mm Kinetic Energy Projectiles is governed by Newark Police Department Policy 300 – Use of Force, 308.9 - Control Devices and Techniques – Kinetic Energy Projectile Guidelines and Policy 497 - First Amendment Assemblies	

Additionally, use of kinetic projectiles and chemical agents for crowd control purposes is specifically governed by Penal Code § 13652.
Training Required: Only those officers who have been trained in the use of Kinetic Energy Projectile Device are certified to carry the specific device. Proficiency training shall be monitored and documented by a certified less-lethal munitions instructor. All training and proficiency for control devices will be documented in the officer's training file.
Other: Defense Technology 1425 – 40mm LMT Tactical Single Launcher, Expandable Stock can be utilized by properly trained NPD SWAT Personnel for the deployment of CTS Irritant Munitions 4330 – 40mm CS Liquid Barricade Projectile. Defense Technology 1425 – 40mm LMT Tactical Single Launcher, Expandable Stock can be utilized by properly trained NPD Special Weapons and Tactics Team/Crowd Management Team Personnel for the deployment of CTS 40mm Munitions 4530 – 40mm Frangible Impact- CS Powder.

STAFF REPORT

DATE	July 25, 2024
TO	Honorable Mayor and City Council Members
FROM	Brian Simon, Lieutenant
SUBJECT	Waive full reading, conduct second reading by title only, and adoption of an ordinance re-adopting Chapter 2.50, “Military Equipment Use Policy”, to the Newark Municipal Code

California Assembly Bill 481 requires that Newark Police Department seek City Council approval by ordinance prior to funding, acquiring, or using equipment defined by the law as “military equipment” and approve the Military Equipment Use Policy. At its June 27, 2024, meeting, the City Council introduced an ordinance approving and re-adopting a military equipment use policy as stated in Chapter 2.50, “Military Equipment Use Policy” of the Newark Municipal Code in compliance with Assembly Bill 481. A second reading of the ordinance is required.

Attachments

Ordinance

Policy

STAFF REPORT

Item D. 3.

DATE	07/25/2024
TO	Honorable Mayor and City Council Members
FROM	Cathreene Ingham-Watters, Human Resources Director
SUBJECT	Waive full reading, conduct second reading by title only, and adoption of an ordinance amending Chapter 2.28 of the Newark Municipal Code "Personnel System"

On June 27, 2024, the City Council approved the first reading of an ordinance amending Newark Municipal Code Chapter 2.28, "Personnel System", to align with current City policies and procedures and industry standards. The following is a summary of the substantive changes:

- Provide that personnel-related tasks are functions of the Personnel Officer, appointed by the City Manager;
- Provide that all Department Directors are exempt/ “at- will” and removes City Treasurer from list of exempt employees as this position is no longer active;
- Revise language regarding part-time employees, examination process, appointment process, and probation to align with Personnel Rules & Regulations and current practice;
- Remove language which is part of the various Memoranda of Understanding (MOU) and subject to the authority of the MOU; and
- Remove language that is part of the Personnel Rules & Regulations and/or part of other City administrative regulations.

A second reading is required before adoption.

Attachments

Ordinance amending Chapter 2.28

Exhibit A

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING NEWARK MUNICIPAL CODE CHAPTER 2.28, "PERSONNEL SYSTEM"

WHEREAS, the City Council of the City of Newark adopted an ordinance establishing Newark Municipal Code ("NMC") Chapter 2.28 in 1963 to provide for a fair and equitable system of personnel management; and

WHEREAS, staff completed a review of NMC Chapter 2.28 regarding potential revisions to align NMC Chapter 2.28 with current policies and procedures, streamline the code, and remove redundancies with other administrative documents; and

WHEREAS, the City Council desires to amend NMC Chapter 2.28 to provide certain substantive changes including clarifying the role of the Personnel Officer, providing that Department Heads are considered "at-will" employees, revising language regarding part-time employees, the examination process for hiring, the appointment process for employees, and removing redundancies with other administrative documents such as the Personnel Rules and Regulations, Administrative Regulations, and Memoranda of Understanding.

THE CITY COUNCIL OF THE CITY OF NEWARK DOES ORDAIN AS FOLLOWS:

Section 1. Recitals.

The above recitals are true and correct and make a part of this Ordinance.

Section 2. Amendments.

Newark Municipal Code Chapter 2.28 is amended as shown with revisions in Exhibit A, which is attached hereto and incorporated herein by reference.

Section 3. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council of the City of Newark hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

Section 4. CEQA.

Approval of this Ordinance is exempt from further environmental review under the general rule in California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) that CEQA only applies to projects that have the potential for causing a significant effect on the environment. As a series of text amendments and additions that do not authorize any new activity, it can be seen with certainty that there is no possibility that the ordinance will have a significant effect on the environment.

Section 5. Publication and effective date.

Within fifteen (15) days from and after adoption, this Ordinance shall be published once in a newspaper of general circulation printed and published in Alameda County and circulated in the City of Newark, in accordance with California Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

Chapter 2.28 PERSONNEL SYSTEM

Sections:

2.28.010 Adopted.

In order to establish an equitable and uniform procedure for dealing with personnel matters; to attract to municipal service the best and most competent persons available; to assure that appointments and promotions of employees will be based on merit and fitness as determined by competitive test; to provide a reasonable degree of security for qualified employees; to set standards for employee conduct; and to provide for discipline and dismissal of employees for cause, the personnel system in this chapter is adopted.

(Ord. 77 § 1, 1963)

2.28.020 Personnel officer.

~~The city manager shall be ex officio personnel officer. The city manager may in writing delegate any of the powers and duties conferred upon him as personnel officer under this chapter to any other officer or employee of the city, or may contract for the performance of such duties.~~ The personnel officer shall be selected and appointed by the City Manager. The ~~city manager~~ Personnel Officer shall:

A. Administer all the provisions of this chapter and of the personnel rules not specifically reserved to the council;

B. Prepare and recommend to the council revisions and amendments to the personnel rules. The city attorney shall approve the legality of such revisions and amendments prior to their submission to the council;

C. Prepare a position classification plan, including class specifications, and revisions of the plan. The plan, and any revisions thereof, shall become effective upon approval by the council, the City Manager, or the personnel officer, as required by the Personnel Rules and Regulations;

D. Prepare a plan of compensation, and revisions thereof, covering all classifications in the competitive service. The plan, and any revisions thereof, shall become effective upon approval by the council;

E. Recruit applicants, conduct examinations, and establish employment lists~~, and make appointments~~ for positions in the competitive service. The City Manager shall authorize appointments for positions in the competitive service.

(Ord. 77.10 § 2, 1979; Ord. 77 § 2, 1963)

2.28.030 Competitive and exempt service.

A. The exempt service shall include members of the city council; members of appointive boards, commissions and committees; the city manager, ~~the city treasurer~~, the city attorney, and all department heads; technical consultants engaged under contract to provide expert, professional, technical or any other services; volunteer personnel; temporary~~, part-time, and seasonal~~ employees; emergency employees hired to meet the immediate requirements of an emergency condition, such as extraordinary fire, flood, or earthquake which threatens life or property; and persons hired by the city under public service employment programs. ~~such as, but not limited to the Comprehensive Employment and Training Act (CETA).~~

B. No provisions of this chapter or resolutions pursuant thereto shall apply to any employee or classification of employee in the exempt service unless the employee is specifically included in the provisions.

C. The ~~personnel officer~~City Manager shall appoint, ~~discipline,~~ or dismiss persons in the temporary, ~~part-time, seasonal,~~ emergency and public service employment exempt service categories as necessary. Department heads shall discipline persons in the temporary, emergency, and public service employment exempt service categories as necessary. Such action shall be based upon the principals of merit and fitness but need not be made in accord with the formal provisions of this chapter or the rules adopted pursuant to this chapter. Further, the personnel officer shall enforce any other provisions of this chapter or the personnel regulations applicable to the categories of exempt positions.

D. The competitive service shall include all employees not in the exempt service. All provisions of this chapter and resolutions thereto shall apply to all employees in the competitive service unless the employee or classification of employee is specifically exempted from the provisions.

(Ord. 77.10 § 3 (part), 4, 1979: Ord. 77 § 3, 1963)

2.28.040 Permanent part-time employees.

~~There is created a permanent part-time classification for employees who work in positions in the city at least thirty hours per week. Such employees in this classification are to be hired at the discretion of the city department head, subject to the approval of the personnel officer. Employees in this classification are to be granted vacation time on a pro rata basis and uniform allowances on a pro rata basis, where applicable. The prorations mentioned in this section shall be determined based on the number of hours per week worked. Employees in the permanent part-time classification shall be subject to the same salary steps as those of regular employees on a pro rata basis. Employees in this classification are to be subject to all personnel rules not inconsistent with the provisions of this chapter, except that they shall be entitled only to the fringe benefits provided in this section, which are: pro rata vacation pay and pro rata uniform allowances, where applicable.~~

~~(Ord. 77.10 § 3 (part), 1979; Ord. 77.4 § 1, 1970: Ord. 77 § 4, 1963)~~

Reserved.

2.28.050 Rules—Adoption and amendment.

Personnel rules, prepared by the personnel officer subject to this chapter and to revision by the council, shall be adopted, and may be amended from time to time, by resolution of the council. The rules shall establish procedures and regulations governing the following phases of the personnel system:

A. Preparation, installation, revision, and maintenance of a position classification plan covering all positions in the competitive service, including employment standards and qualifications for each class;

B. Preparation~~s~~, revision, and administration of a plan of compensation directly correlated with the position classification plan, providing a rate or range of pay for each class;

C. ~~Public~~ A~~a~~nnouncement of all examinations and the acceptance of applications for employment;

D. Preparation and conduct of tests and the establishment and use of resulting employment lists containing names of persons eligible for appointment;

E. Appointment of persons from employment lists, and the making of temporary and emergency appointments;

F. Evaluation of employees;

G. Transfer, promotion, demotion, reclassification, and reinstatement of employees in the competitive service;

H. Separation of employees from ~~the~~ city service through layoff, suspension, resignation, retirement, and dismissal;

I. Establishment of hours of work, attendance and leave regulations, working conditions and the development of employee morale and training;

J. Content, maintenance and use of personnel records and forms;

K. Establishment of administrative regulations and regulations issued by department heads implementing this chapter or personnel regulations adopted by the city council.

(Ord. 77.10 §§ 3 (part), 5, 6, 1979; Ord. 77 § 5, 1963)

2.28.060 Appointments.

A. Appointments to vacant positions in the competitive service shall be made in accordance with the personnel rules. Appointments and promotions shall be based on merit and fitness to be ascertained so far as practicable by competitive examinations. ~~Examinations shall be used and conducted to aid in the selection of qualified employees, and shall consist of such recognized selection techniques as achievement and aptitude tests, other written tests, personal interviews, performance tests, evaluation of daily work performance, work sampler, evaluation of references, psychiatric tests, or any other technique or method that might reasonably be expected to test merit and fitness, or any other combination of these, which will, in the opinion of the personnel officer, test fairly the qualifications of candidates. Physical and medical tests may be given as a part of any examination.~~

B. In any examination the personnel officer may include, in addition to competitive tests, a qualifying test or tests, and set minimum standards therefor.

C. Appointments and promotions shall be made by the city manager from among the persons on the appropriate eligible or promotional lists ~~after the city manager confers with the department head involved~~.

D. In the absence of appropriate employment lists, a temporary appointment may be made by the city manager of a person meeting the ~~minimum~~ training and experience qualifications for the position. An employment list shall be established within six months for any permanent position filled by temporary appointment. ~~The council may, by a four-fifths vote, extend the period of any temporary appointment for not more than thirty days, by any one action.~~

E. ~~No special credit shall be allowed in meeting any qualification or in the giving of any test or the establishment of any employment or promotional lists, for service rendered under a temporary appointment.~~

F. ~~During the period of suspension of any employee or pending final action on proceedings to review suspension, demotion or dismissal of an employee, such vacancy may be filled by the city manager, subject to the provisions of this chapter and the personnel rules.~~

(Ord. 77.10 § 3 (part), 1979; Ord. 77 § 6, 1963)

2.28.070 ~~Probationary period.~~ Reserved

A. ~~All appointments in the competitive service, including promotional appointments, shall be made for a probationary period of not less than six months, nor more than eighteen months, as specified in the~~

~~classification plan. During the probationary period, the employee may be rejected at any time without right of appeal or hearing.~~

~~B. An employee rejected during the probationary period from a position to which he has been promoted shall be reinstated to the position from which he was promoted, unless he is dismissed from the city service as provided in this chapter and the rules.~~

~~(Ord. 207 § 1, 1985; Ord. 77.10 § 3 (part), 1979; Ord. 77 § 7, 1963)~~

2.28.080 Status of present employees.

A. Any person holding a position included in the competitive service who, on the effective date of the ordinance codified in this chapter, has served continuously in such position, or in some other position in the competitive service, for a period equal to the probationary period prescribed in the rules for ~~his~~ their class, or the ending date of a probationary period extension, shall assume regular status in the competitive service in the position held on such effective date without qualifying test, and shall thereafter be subject in all respects to the provisions of this chapter and the personnel rules.

B. Any other persons holding positions in the competitive service shall be regarded as probationers who are serving out the balance of their probationary periods as prescribed in the rules before obtaining regular status. The probationary period shall be computed from the date of appointment or employment, including only continuous service.

(Ord. 77.10 § 3 (part), 1979; Ord. 77 § 8, 1963)

2.28.090 ~~Suspension.~~

~~Any person holding a position or employment in the competitive service shall be subject to disciplinary suspension without pay.~~

~~(Ord. 77.10 § 3 (part), 1979; Ord. 77 § 9, 1963)~~ Reserved.

2.28.100 ~~General conduct of employees.~~

~~Each of the following constitutes cause for discipline of an employee, or person whose name appears on any employment list:~~

~~A. Fraud in securing appointment;~~

~~B. Incompetency;~~

~~C. Inefficiency;~~

~~D. Inexcusable neglect of duty;~~

~~E. Insubordination;~~

~~F. Dishonesty;~~

~~G. Drunkenness on duty;~~

~~H. Addiction to the use of illegal narcotics or illegal habit-forming drugs;~~

~~I. Inexcusable absence without leave;~~

~~J. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section;~~

~~K. Discourteous treatment of the public or other employees;~~

~~L. Wilful disobedience;~~

~~M. Misuse of city property;~~

~~N. Violation of this chapter or any rule adopted thereto;~~

~~O. A city officer or employee shall not engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to his/her duties as a city officer or employee or with the duties, functions or responsibilities of the department of the city government in which he/she is employed;~~

~~P. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with his/her employment;~~

~~Q. Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the city or his/her employment.~~

~~(Ord. 77.10 §§ 3 (part), 7, 1979: Ord. 77 § 10, 1963)~~ Reserved.

2.28.110 Right of appeal.

A. Employees in the competitive service shall have the right of appeal on the interpretation or application of this chapter or the rules adopted pursuant to this chapter. The city recognizes that it is in the city's interest as well as that of the employee that questions concerning the application of or interpretation of this chapter and the rules adopted pursuant thereto be resolved as expeditiously as possible affording the employee due process.

B. For purposes of this section, all notices required by this chapter shall be effective when personally served supported by a declaration under penalty of perjury of the fact of personal service stating the time, place and person served. Notice may also be served by addressing said notice to the employee at his home address as shown in the personnel office, postage prepaid, mailed by certified mail return receipt requested. Notice sent by certified mail shall be considered served upon deposit in the U.S. mail postage prepaid. A written appeal shall contain a complete statement of the appeal, the alleged facts upon which the complaint is based, the reasons for the appeal, the remedy requested, and the sections of this chapter or the personnel rules adopted by the city council hereto which have been violated. The appeal shall be signed and dated by the employee.

C. Hearings on appeals and actual filing of appeals may be processed during normally scheduled working hours. All other activities related to the employee's preparation and processing of the appeal shall be done outside of scheduled working hours. No employee or employee organization representative shall be entitled to any additional compensation or premium pay for any time spent in preparing or processing appeals. No appeals will be processed during periods of overtime.

D. The employee shall pay for the time and expenses of its representatives and witnesses through all stages of the appeals procedure. Witnesses who are city employees and who are on duty at the time of a scheduled appearance shall be released from duty without loss of compensation for the time required to testify. One spokesperson from the employee organization shall be permitted to be present without loss of compensation during hearings on appeals if that spokesperson is the sole representative of the employee in that specific proceeding.

E. Time limits set forth in this section for processing the appeals procedure are of the essence to this procedure and are to be strictly complied with. Time limits may be extended only by written mutual agreement of the employee and supervisor conducting a hearing.

F. Any appeal not filed or appealed by the employee within the time limits specified shall be considered settled on the basis of the last disposition given. In the event the appeal is not answered by the city within the time limits set forth in this section, the employee may take the appeal to the next higher step in the appeal procedure within the time limits provided.

G. No resolution of any appeal shall be contrary to the provisions of this chapter or the personnel rules adopted pursuant to this chapter.

H. Copies of the resolution of all appeals shall be filed in the employee's city personnel file.

I. Appeals shall be processed in the following manner:

1. Within ten calendar days of the occurrence of the matter on which an appeal is based, the employee shall discuss his/her appeal in a meeting with his/her immediate supervisor.

2. If, after such discussion, the employee does not believe the problem has been satisfactorily resolved, he/she shall have the right, within ten calendar days of the occurrence of the matter to file a formal appeal of the personnel action in writing. Said appeal shall be filed with the employee's immediate supervisor.

3. Within ten calendar days of receipt of the notice of formal appeal, the immediate supervisor shall provide his/her decision in writing to the employee.

4. Within ten calendar days of his/her receipt of the decision from his/her immediate supervisor, the employee may appeal that decision by presenting the formal written appeal to the appropriate department head.

5. Within ten calendar days of receipt of the formal appeal, the department head shall provide a written decision to the employee.

6. If the employee does not feel that the appeal has been resolved, the employee may, within ten calendar days of receipt of the department head's decision, present his/her formal appeal in writing to the personnel officer. The personnel officer or his/her designated representative shall make a thorough review of the appeal, meet with the parties involved and provide a written decision to the employee within ten calendar days of receipt of the appeal.

7. Within ten calendar days of receipt of the decision of the personnel officer, the employee may demand in writing to the personnel officer that the formal appeal be submitted to an independent fact-finder from a list of three qualified fact-finders submitted to the city by the American Arbitration Association.

    a. The personnel officer and the employee shall alternately strike names from the list so furnished and the last name remaining shall be designated as the fact-finder.

    b. The city and the employee shall split evenly payment of the fees and expenses of the fact-finder as well as the cost of making the record of the fact-finder except as otherwise provided by state law.

    c. The rules of conduct of proceedings shall be according to those procedures for expedited fact-finding utilized by the American Arbitration Association.

    d. The city and the employee both hold the right to be represented by an attorney or a representative of the employee's union or association.

    e. If either of the parties does not accept the decision of the fact-finder, that party, within ten calendar days after receipt of the decision of the fact-finder, shall file with the city clerk a notice of intention to appeal to the city council. Within thirty calendar days after the receipt of the decision of the fact-finder that party shall file with the city clerk for submission to the city council for final decision the transcript of evidence and conclusions of the fact-finder. Failure to comply with either the ten-day or the thirty-day time periods shall be deemed to be an acceptance of and an agreement with the fact-finder's decision and shall constitute an abandonment and waiver of the right to appeal to the city council. The city council shall decide the matter based upon the record presented to it. The decision of the city council shall be final.

(Ord. 267 § 1, 1990; Ord. 77.10 §§ 3 (part), 8, 1979: Ord. 77 § 11, 1963)

2.28.120 Abolition of position.

Whenever in the judgment of the council it becomes necessary in the interest of economy or because the necessity for the position ~~or employment involved~~ no longer exists, the council may abolish any position or employment in the competitive service and layoff, demote or transfer an employee holding such position or

employment without filing written charges and without the right of appeal. Personnel reduction procedures ~~shall be as established by city council resolution.~~ are provided in the Personnel Rules and Regulations.

(Ord. 77.10 § 3 (part), 1979; Ord. 77.9 § 2, 1978: Ord. 77 § 12, 1963)

2.28.130 Political activity.

A. No member of the competitive or exempt service shall, directly or indirectly, solicit or receive political funds or contributions, knowingly, from other members of the competitive or exempt service nor from persons on the employment lists of the city.

B. Every member of the competitive or exempt service shall prohibit the entry, into any place under ~~his~~ their control, occupied and used for the governmental purposes of the city, of any person, for the purpose of therein making, or giving notice of any political assessment, subscription, or contribution.

C. A person shall not enter or remain in any such place described in subsection B of this section for the purpose of therein making, demanding, or giving notice of any political assessment, subscription, or contribution.

D. Subsections B and C of this section shall not apply to any auditorium or other place used for the conduct of public or political rallies or similar events, nor to any park, street, public land or other place not being used for the governmental purposes of the city.

E. No one who holds, or who is seeking election or appointment to, any position in the competitive or exempt service shall, directly or indirectly, use, promise, threaten or attempt to use, any office, authority or influence, whether then possessed or merely anticipated, to confer upon or secure for any person, or to aid or obstruct any person in securing, or to prevent any person from securing, any position, nomination, confirmation, promotion, change in compensation or position, within the city, upon consideration or condition that the vote of political influence or action of such person or another shall be given or used in behalf of, or withheld from any candidate, officer or party, or upon any other corrupt condition or consideration.

F. No member of the competitive or exempt service shall participate in political activities of any kind while he is in uniform.

(Ord. 77.10 § 3 (part), 1979; Ord. 77.5 § 1, 1972; Ord. 77.1 § 2, 1964: Ord. 77 § 13, 1963)

2.28.140 Discrimination.

No person in the competitive service, or seeking admission thereto, shall be employed, promoted, demoted or discharged or in any way favored or discriminated against~~.~~ in violation of applicable law.

(Ord. 405 § 1, 2004: Ord. 77.10 § 3 (part), 1979; Ord. 77.1 § 3 (part), 1964; Ord. 77 § 14, 1963)

2.28.150 Right to contract for special service.

The personnel officer may contract with any qualified person or agency for the performance of such technical service as may be desired in the establishment or operation of the personnel system.

(Ord. 77.10 § 3 (part), 1979; Ord. 77.1 § 3 (part), 1964; Ord. 77 § 15, 1963)

2.28.160 ~~Holidays.~~

~~A. Employees, except emergency service personnel in the police and fire departments, shall observe the following legal holidays: New Year's Day; Lincoln's Birthday; Washington's Birthday; Memorial Day; Independence Day; Admission Day; Labor Day; Armistice Day; Thanksgiving Day, the day following Thanksgiving Day; the last workday before Christmas, and Christmas Day. When a holiday falls on Sunday, the following Monday shall be observed. When a holiday falls on Saturday, the preceding Friday shall be observed.~~

~~B. Emergency service personnel in the police and fire departments shall receive compensation in lieu of holidays as provided in the compensation plan.~~

~~(Ord. 77.10 §§ 3 (part), 9, 1979; Ord. 77.1 § 3 (part), 1964; Ord. 77 § 16, 1963)~~Reserved.

2.28.170 ~~Violation—Penalty.~~

~~Any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and upon a conviction thereof shall be punishable by a fine of not more than five hundred dollars, or by imprisonment for a period of not more than six months, or by both such fine and imprisonment.~~

~~(Ord. 77.10 § 3 (part), 1979; Ord. 77.1 § 3 (part), 1964; Ord. 77 § 16, 1963)~~ Reserved.

STAFF REPORT

Item D. 4.

DATE	07/25/2024
TO	Honorable Mayor and City Council Members
FROM	Michelle Villanueva, Senior Accountant
SUBJECT	Adopt a resolution approving a Software-as-a-Service ("SaaS") Agreement with ClearGov for ClearGov Insights Suite, Budget Suite, and Digital Budget Book

SUMMARY AND RECOMMENDATION

ClearGov is a cloud-based platform designed to help local governments and municipalities improve transparency, efficiency, and engagement with their residents. It provides tools for budget development and management, financial reporting, and performance measurement.

Staff recommends that the City Council, by resolution, approve a Software-as-a-Service ("SaaS") Agreement with ClearGov for ClearGov Insights Suite, Budget Suite, and Digital Budget Book with a not-to-exceed amount of $80,000.

BACKGROUND

The City of Newark currently develops its budget extensively using spreadsheets. Replacing these spreadsheets with ClearGov software will reduce the risk of errors through automation. It will also significantly improve the efficiency of budget development, management, and reporting processes, as well as enable real-time collaboration and provide an interactive dashboard with public-facing capabilities.

ClearGov offers a suite of solutions designed specifically for local governments like Newark. ClearGov Insights is a fiscal transparency and project communications platform that gives residents an online view of project and department performance. It clearly shows budget-to-actuals and reveals trends by displaying historical data. The ClearGov Budgets Suite helps streamline the budget-building process, enabling remote access, collaboration and insight throughout. The Budget Suite incorporates a forecasting tool that allows staff to create various scenarios. ClearGov Digital Budget Book enables staff to create and publish the City's budget book in a fraction of the time. Rather than creating the budget book manually, ClearGov’s Digital Budget Book allows staff to build the budget book collaboratively using simple web apps that streamline the steps. It is highly customizable, easy to update, and integrates with ClearGov Insights and ClearGov Budgets. Once the budget book is built, staff can automatically publish the financial information and the adopted budget to the Newark website.

DISCUSSION/ANALYSIS

ClearGov is a cloud-based platform designed to help local governments and municipalities improve transparency, efficiency, and engagement with their residents. It provides tools for budget management, financial reporting, and performance measurement. Here are some of the key features and benefits of ClearGov:

- Budgeting: ClearGov offers comprehensive budgeting solutions, including operating and capital budget planning, personnel budgeting, and long-term financial forecasting.
- Transparency: The platform allows municipalities to create detailed, easy-to-understand visual reports of their budgets and financials, which can be shared with the public to enhance transparency and accountability.
- Benchmarking: ClearGov provides benchmarking tools that enable cities and towns to compare their financials, performance metrics, and spending with similar municipalities, helping them identify areas for improvement.
- Citizen Engagement: The platform includes features that help local governments engage with their residents by providing interactive dashboards and tools for feedback and participation.
- Reporting: ClearGov simplifies the process of creating and sharing detailed financial reports, helping municipalities comply with reporting requirements and improve internal decision-making processes.
- Data-Driven Decision-Making: By providing access to comprehensive financial and operational data, ClearGov helps local governments make informed decisions based on real-time information.

Overall, ClearGov aims to enhance the effectiveness of local government operations and build trust with residents through greater transparency and improved financial management.

FISCAL IMPACT

The 2024-2026 Biennial Budget and Capital Improvement Plan includes sufficient funding for this agreement.

REVIEW AND APPROVAL

Prepared by - Michelle Villanueva, Senior Accountant
Reviewed by - Gloria delRosario, Deputy Finance Director
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

992_Resolution_ClearGov

ClearGov SAAS

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING A SOFTWARE-AS-A-SERVICE AGREEMENT WITH CLEARGOV FOR BUDGETING SOFTWARE

WHEREAS, ClearGov is a cloud-based platform designed to help local governments and municipalities improve transparency, efficiency, and engagement with their residents by providing tools for budget development and management, financial reporting, and performance measurement; and

WHEREAS, the City of Newark ("City") currently develops its budget extensively using spreadsheets, and replacing these spreadsheets with ClearGov software will reduce the risk of errors through automation, significantly improve the efficiency of budget development, management, and reporting processes, enable real-time collaboration, and provide an interactive dashboard with public-facing capabilities; and

WHEREAS, ClearGov offers a suite of solutions designed specifically for local governments, including ClearGov Insights, a fiscal transparency and project communications platform that gives residents an online view of project and department performance, shows budget-to-actuals, and reveals trends by displaying historical data; and

WHEREAS, the ClearGov Budgets Suite helps streamline the budget-building process by enabling remote access, collaboration, and insight throughout, and incorporates a forecasting tool that allows staff to create various scenarios; and

WHEREAS, ClearGov Digital Budget Book enables staff to create and automatically publish the City's budget book in a fraction of the time by allowing staff to build the budget book collaboratively using simple web apps that streamline the steps, making it highly customizable, easy to update, and integrated with ClearGov Insights and ClearGov Budgets; and

WHEREAS, the 2024-206 Biennial Budget and Capital Improvement Plan includes sufficient funding for this scope of work.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Manager is authorized to execute a Software-as-a-Service Agreement, in a form approved by the City Attorney, with ClearGov for the identified budgeting software in an amount not to exceed $80,000.

BE IT FURTHER RESOLVED that the City Manager or their designee is authorized to take all actions necessary to effectuate the intent of this Resolution.

SOFTWARE AS A SERVICE AGREEMENT

ClearGov Software as a Service

This Software as a Service Agreement (hereinafter "Agreement") is made and entered into by and between the CITY OF NEWARK, a municipal corporation (hereinafter "City"), and ClearGov, (hereinafter "Consultant"). City and Consultant may be collectively referred to herein as the "parties."

RECITALS

A. City requested a proposal from Consultant to perform the services generally including: Personnel Budgeting, Capital Budgeting, Transparency Suite, Operational Budgeting, and Digital Budget Book software as a service.

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

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

1. DEFINITIONS.

"Documentation" means technical manuals, training manuals, user guides, and workbooks, as updated and amended from time to time, provided by Consultant to assist Customer with the use of Software.

"City Content" means any information or data related to City, whether supplied by City or a constituent of the City, that is input into the Cloud-Hosted Service by City or a constituent of the City, in connection with the use of the Cloud-Hosted Service.

"Cloud-Hosted Service" means the solution is designed from the ground up for cloud and is a multi-tenant cloud environment. In addition, Consultant owns, provides and oversees infrastructure, software and administrative tasks and makes its service available to City over the Internet using a standard web browser. The Cloud-Hosted Service includes the software and Consultant's network capacity as well as the equipment used by Consultant to support operations including storage, hardware, servers and networking components. The infrastructure in the cloud-hosted environment is properly secured through multiple physical, procedural, and technical safeguards to segregate and protect City's data.

"Software" means all or any portion of the global version of the binary computer software programs and updates and enhancements thereto, (including corresponding source code, unless specifically excluded herein) and Documentation delivered by Consultant to Customer. Software includes the third-party software delivered by Consultant as specified in the Schedule, and modifications made to the Software. Software does not include source code to third party software. Unless specifically stated otherwise, all Software is delivered to Customer only if and when generally commercially available.

2. SCOPE OF SERVICES. Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by reference, in accordance with the terms and conditions

contained in this Agreement.

3. **TIME FOR PERFORMANCE.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall commence performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for extensions of time to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

4. **CLOUD-HOSTED SERVICE.**

4(A). Right to Use the Cloud-Hosted Service, Software and Documentation. In consideration of all obligations of City hereunder, including, without limitation, the payment by City of any applicable fees, Consultant hereby grants to City, during the term of this Agreement, a non-exclusive, non-transferable (except as otherwise provided for herein), right and license to access and use the Software and Cloud-Hosted Service, and to make a reasonable number of copies of and use the Documentation in connection with such use of the Cloud-Hosted Service.

4(B). Use Restrictions. City shall not: (i) access and/or use the Software or Hosted Service in order to design, create or build a service or product that is competitive with the Software or Cloud-Hosted Service, or which uses ideas, features or functions that are similar to the Software or Cloud-Hosted Service; (ii) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Software or Cloud-Hosted Service, except as expressly permitted herein; modify or make derivative works based upon the Software or Cloud-Hosted Service or any part thereof, or directly or indirectly disassemble, decompile, or otherwise reverse engineer the Software or Cloud-Hosted Service or any portion thereof.

4(C). Proprietary Rights. The Software and Cloud-Hosted Service, including all intellectual property rights therein and thereto, and any modification thereof, are and shall remain the exclusive property of Consultant and its licensors. City shall not take any action that jeopardizes the proprietary rights of Consultant or its licensors or acquire any right in the Software or Cloud-Hosted Service except the limited rights expressly granted in this Agreement.

4(D). Internet and Telecommunication Connections. City shall be responsible for obtaining any and all Internet and/or telecommunication connections used by City to access the Cloud-Hosted Service. Consultant shall have no responsibility or liability for any interruption or delay in accessing or using the Cloud-Hosted Service arising out of such Internet or telecommunications connections.

4(E). City Content.

i. City shall provide City Content for inclusion in the Software or the Cloud-Hosted Service.

City is responsible for the quality of the City Content provided. Consultant is responsible for the quality of the display or use of the City Content provided for inclusion in the City database.

ii. Consultant acknowledges that all data created by City will remain the sole property of the City. Consultant agrees that it shall not at any time sell, assign, transfer, or otherwise make available to or allow use by Consultant, Consultant's agent, or a third party of City Content.

iii. City shall exclusively own the City Content collected by Consultant in connection with the Cloud-Hosted Service; provided, however, that City hereby grants to Consultant a non-exclusive limited right and license, without the right to grant or authorize sublicenses, during the term of this Agreement to use and reproduce City Content, solely for the purpose of facilitating the performance of Consultant's obligations under this Agreement, and the right to use data aggregated from the City Content (which data does not identify the city, or any individual or entity) during and after the term of the Agreement.

iv. Consultant acknowledges that City is entitled to copy, export, or otherwise duplicate any available City Content at any time.

v. Consultant shall, at City's request, make available City Content within five business days. The database instance must be in a condition and format that allows easy transfer to a similar system.

vi. In the event this Agreement expires or is terminated, Consultant shall provide City with all City Content within thirty calendar days of such termination or expiration without charge. City Content shall be in dedicated data files suitable for import into commercially available database software (e.g., Microsoft SQL). The dedicated data files will be comprised of City Content contained in the Cloud-Hosted Service. The structure of the relational database will be specific to City Content and will not be representative of the proprietary Consultant's database.

5. PAYMENT.

5(A). Billing. In order to request payment, Consultant shall submit invoices to the City identifying the services performed in the billing period, milestones achieved, and the charges therefor (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the Consultant's billing rates (set forth on Exhibit "B," attached hereto and incorporated herein by reference). The City shall make monthly payments to Consultant for services which are performed in accordance with this Agreement, to the satisfaction of the City.

5(B). "Not to Exceed" Compensation. The compensation payable to Consultant for the services identified in Exhibit "A" shall not exceed $80,000. Consultant shall not perform any services beyond the services identified in Exhibit "A" without prior written authorization from the City's Authorized Representative. If the City's Authorized Representative provides authorization for additional services, the total compensation to the Consultant under this Agreement shall not exceed $80,000.

5(C). Consultant's Failure to Perform. In the event that Consultant performs services which do not comply with the requirements of this Agreement, Consultant shall, upon receipt of written notice from the City, re-perform the services (without additional compensation to the

Consultant). If Consultant's failure to perform in accordance with this Agreement causes damages to the City, Consultant shall reimburse the City for the damages incurred (which may be charged as an offset to Consultant's payment).

6. AUTHORIZED REPRESENTATIVES.

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

6(B). City's Authorized Representative. For the performance of services under this Agreement, the Consultant shall take direction from the City's Authorized Representative: Krysten Lee, unless otherwise designated in writing by the City's Authorized Representative or the City Manager.

7. INFORMATION AND DOCUMENTATION.

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

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

7(C). Ownership of Work Product. All original documents prepared by Consultant (including its employees and sub-consultants) for this Agreement ("work product"), whether complete or in progress, are the property of the City and shall be given to the City at the completion of Consultant's services, or upon demand by the City.

7(C). Intellectual Property Rights Ownership. The Software (including upgrades and custom software), source code, and Documentation are and will remain the exclusive property of Consultant. City has no right, title, or interest to or in the Software (including Upgrades and Custom Software), source code, or Documentation, except as expressly granted in this Agreement. City Content that is converted by Consultant and data that City develops using the Software (collectively, "*City Content*") are and will remain the exclusive property of City.

Consultant has no right, title, or interest to or in City Content. All materials, ideas, concepts, know-how or techniques developed or performed by Consultant during the course of performance of this Agreement will be and are the exclusive property of Consultant.

8. **RELATIONSHIP BETWEEN THE PARTIES.** Consultant is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, or subconsultants, including any negligent acts or omissions. Consultant is not City's agent, and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Consultant. Consultant is not an officer or employee of City, and Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement.

9. **CONFLICTS OF INTEREST PROHIBITED.** Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement.

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

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

12. **BUSINESS LICENSE.** The Consultant shall apply for and pay the business license tax in accordance with Newark Municipal Code Title 5, Chapter 5.04.

13. **INSURANCE.** Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant (including its agents, representatives, sub-consultants, and employees) in connection with the performance of services under this Agreement of the types and in the coverage amounts set forth in Exhibit D entitled "Insurance Requirements". This Agreement identifies the minimum insurance levels with which Consultant shall comply; however, the minimum insurance levels shall not relieve Consultant of any other performance responsibilities under this Agreement (including the indemnity requirements), and Consultant may carry, at its own expense, any additional insurance it deems necessary or prudent. Concurrently with the execution of this Agreement by the Consultant, and prior to the commencement of any services, the Consultant shall furnish written proof of insurance (certificates and endorsements), in a form acceptable to the City. Consultant shall provide substitute written proof of insurance no later than thirty days prior to the expiration date of any insurance policy required by this Agreement.

14. **CONFIDENTIAL INFORMATION.**

14(A). The term "Confidential Information" shall mean any and all information which is disclosed by either party ("Owner") to the other ("Recipient") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary. Confidential Information includes, but is not limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, customer lists, employee information, financial information, confidential information concerning Owner's business, as Owner has conducted it or as it may conduct itself in the future, confidential information concerning any of Owner's past, current, or possible future products or manufacturing or operational methods, including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling or leasing, and any software (including third party software) provided by Owner. Owner's Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient except to those third parties with a need to know and that are operating under a confidentiality agreement with non-disclosure provisions no less restrictive than those set forth herein. This Agreement imposes no obligation upon the parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation on confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information or (e) is required to be disclosed by court order or applicable law, provided prior notice is given to the Owner. The Recipient shall not obtain, by virtue of this Agreement, any rights title or interest in any Confidential Information of the Owner. Within fifteen days after termination of this Agreement, each party shall certify in writing to Owner that all copies of Owner's Confidential Information in any form, including partial copies, have been destroyed or returned to Owner.

Consultant acknowledges that the City is a governmental agency and may be required to release certain information under requests made according to provisions of the California Public Records Act (Cal. Gov. Code Sections 6250, et seq.).

14(B). Recipient shall protect the deliverables resulting from Services with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which Recipient utilizes for Recipient's Confidential Information.

14(C). The terms of this Section 14 shall survive termination of this Agreement.

15. <u>SECURITY OBLIGATION OF CONSULTANT</u>. Consultant must comply with all security obligations contained in this Agreement and attached exhibits. The City reserves the right to request any additional audits (self and/or independent), and supportive evidence that demonstrates Consultant's compliance with the security specifications listed in this Agreement, in addition to the security obligations in this Agreement and attached exhibits. Consultant shall:

15(A). Comply with all applicable legal requirements including all federal, state, and local laws, whether or not said laws are expressly stated in this Agreement.

15(B). Implement and document appropriate technical, physical, and administrative safeguards

to protect the confidentiality, integrity, and availability of the data and systems receive, maintain, or transmits for or on behalf of the City.

15(C). Apply security patches, perform regular vulnerability assessments and use encryption for all electronic transmission of sensitive and/or protected data.

15(D). Report to the City any use or disclosure of sensitive and/or protected data that is not permitted under this Agreement as soon as reasonably practicable upon discovery but not later than five calendar days from discovery, and mitigate, to the extent practicable and in cooperation with the City, any harmful effects known to it in connection with a use or disclosure made in violation of this Agreement.

15(E). Report to the City of any security incident and/or breach upon discovery within three hours of knowledge of incident and/or breach. A security incident and/or breach shall include, but is not limited to, unwanted disruption or denial of service, unauthorized use of a system for processing or City data, or changes to system hardware, firmware, or software without Consultant's consent. Reports shall include successful security incidents.

15(F). Ensure that any subcontractors, vendors, and agents to whom it provides City data or who created, received, use, disclose, maintain, transmit, or have access to the City data agree to the same restrictions, conditions, and requirements that apply to Consultant under this Agreement, including but not limited to implementing reasonable and appropriate safeguards to protect City data and systems. Consultant shall obtain satisfactory written assurance of this from the subcontractor and make this assurance available to the City upon request.

15(G). Ensure that disclosure of City data, including, but not limited to a designated record set, be approved in advance by the City and then disclosed only to individuals expressly authorized to review such information under applicable Federal and State laws. If Consultant discloses or attempts to disclose City data without the requisite prior approval, the City may take any available remedy to prevent or mitigate any further disclosure. Consultant shall provide written notice to the City of any use or disclosure of City data not provided for under this Agreement of which Consultant becomes aware within five calendar days of its discovery.

15(H). Maintain a business continuity, disaster recovery, and incident response plans to support the continuous availability of the solution being offered to the City under the Agreement. The plans shall be maintained and updated by Consultant throughout the term of this Agreement and shall be available for review by City and audit officials on request.

15(I). Data and systems managed by Consultant on behalf of the City shall never leave the continental United States. If any Consultant or subcontractor(s) work in the United States is moved to another country, outside the continental United States without the consent of the City, such action may be deemed a breach of this Agreement.

16. **REPORTING DAMAGES.** If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4267, and Consultant shall promptly submit to the City's Risk Manager and the City's Authorized Representative, a written report (in a form acceptable to the City) with the following information: (a) name and address of the injured or deceased person(s), (b) name and address of witnesses, (c) name and

address of Consultant's insurance company, and (d) a detailed description of the damage and whether any City property was involved.

17. INDEMNIFICATION.

17(A). Consultant shall indemnify, hold harmless, and defend the City (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising Consultant's performance, or failure to perform, under this Agreement, or any negligent act or omission of Consultant, any Subconsultant, or any employee or person under the control of Consultant, except for Claims arising out of the City's sole negligence or willful misconduct.

17(B). Copyright and Patent Indemnification. Claims which trigger Consultant's responsibility under Section 17 shall include any claims that the software resulting from the provision of Services pursuant to the attached Exhibit A Scope of Services infringe any patent, copyright, or accidental or intentional violation of a trade secret or other intellectual property of a third party not included in this Agreement. Consultant shall, in its reasonable judgment and at its option and expense: (i) obtain for the City the right to continue using the Software; or (ii) replace or modify the Software so that it becomes non-infringing while giving equivalent performance. Consultant shall not have any liability for a claim alleging that any Software infringes a patent or copyright if the alleged infringement was developed based on information furnished by the City or if the alleged infringement is the result of a modification made by the City.

18. LIMITED WARRANTY.

18(A). Consultant warrants that it has title to the Software and/or the authority to grant licenses to use the Software.

18(B). Consultant warrants that the Software will perform substantially in accordance with the Documentation for a period of one year from the date of initial installation and that the Software media is free from material defects. Consultant does not warrant that the Software is error-free.

18(C). Consultant's sole obligation with respect to its limited warranty is limited to repair or replacement of the defective Software, provided City notifies Consultant of the deficiency within the one year period and provided Licensee has installed all Software updates provided pursuant to Consultant's Support Services.

18(D). Consultant warrants that to the best of its knowledge, information, and belief, the Software does not contain any known viruses, back-doors or time bombs, (or similar malicious code), or undocumented security codes that could prevent Licensee' s perpetual use of the Software.

18(E). CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR SIMILAR DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT.

19. **TERM OF THE AGREEMENT.** The term of this Agreement shall commence on the date last signed by the parties, below, and shall continue until completion of all services in accordance with the timing requirements set forth in Exhibit "A" and paragraph 2 of this Agreement. This Agreement may be terminated by the City without cause upon fifteen days written notice to Consultant. If the City exercises its right to terminate this Agreement in accordance with this paragraph, the City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, through and including the date of termination, but not to exceed the payments according to the rates specified in Exhibit "B" or the maximum amount authorized under paragraph 5 of this Agreement.

20. **DEFAULT.** If either party ("demanding party") has a good faith belief that the other party ("defaulting party") is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within ten days of the notice. If: (a) the defaulting party fails to cure the default within ten days of the notice, or (b) if more than ten days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten days of the notice, then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party.

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

To: City

Attn: Krysten Lee, Finance Director
City of Newark
37101 Newark Boulevard
Newark, CA 94560
510-578-
Krysten.lee@newark.org

To: Consultant

Attn: Bryan Burdick, President
ClearGov
2 Mill & Main, Ste. 630
Maynard, MA 01754
Telephone
bburdick@cleargov.com

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

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

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

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

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

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

28. **CONFLICTS.** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.

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

30. **COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall be deemed to be an original. The Parties agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Any digital signature shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based record keeping system to the fullest extent permitted by applicable law.

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

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

CITY OF NEWARK, a municipal corporation

By: _____

Title:

Date: _____

CONSULTANT

By: _____

Title:

Date: _____

ATTEST:

_____

By: Sheila Harrington

Title: City Clerk

Date: _____

APPROVED AS TO FORM:

_____

By: Kristopher Kokotaylo
Title: City Attorney

EXHIBIT A

SCOPE OF SERVICES

This Scope of Services, Exhibit "A," is hereby incorporated by reference into the Agreement, under Agreement Paragraph 2.

ClearGov Budgets Suite
● A robust, yet simple-to-use budgeting and forecasting tool that is specifically tailored to the needs of local governments
● Enables finance teams to easily collaborate in real time
● Eliminates spreadsheet errors
● Automatically generates long-term forecasts
● Streamlines the entire budget-building process

ClearGov Insights Suite
● Transforms complex government financials into easy-to-understand infographics
● Publishes the budget in a uniquely compelling way that drives understanding and support throughout your community
● Includes simple but powerful tools that enable you to offer residents a window into capital projects and department performance

Implementation Plan

While implementing ClearGov's accessible solutions is designed to be a turnkey process, we offer dedicated Client Success resources to help you get up and running quickly and efficiently. A comprehensive implementation plan is described in more detail later in this proposal. Here are the highlights:

Project Management

- ClearGov will assign you a dedicated Client Success Manager (CSM) to coordinate, lead, and manage the entire setup process as well as provide ongoing support.

Scope of Work

- ClearGov provides comprehensive onboarding services — at no additional charge — to ensure that you hit your launch targets and get the most value out of your ClearGov investment.

Launch Timeline

- Launch generally takes approximately 2 – 4 weeks from the time that you provide your Client Data Report(s) to ClearGov, depending upon the volume/complexity of your data as well as ClearGov client backlog.

Data Onboarding Requirements

- ClearGov will handle all importing, onboarding, and mapping of data. In short, we'll take your raw financial information, sort it, and upload it to the ClearGov platform so it perfectly matches your chart of accounts. The only thing you have to do is supply your data, which generally involves running a few simple reports from your existing accounting system. We'll walk you through the process.

Training and Support

- ClearGov provides unlimited training and support throughout implementation and for as long as you're a ClearGov customer. You will also have access to a frequently updated library of online resources and best practices to help you achieve the best outcomes.

Conclusion

In the pages that follow, we'll explain how and why ClearGov solutions not only offer the best value for Newark, but also make your day-to-day operations more efficient, productive, and impactful.

ClearGov is committed to helping local governments like yours "make democracy work better." And while that may sound lofty, "democracy" is simply what you do every day. We just want to help you do it in a modern, data-driven way — a way that makes your job easier, lightens your load, showcases all the good work that you do, and ultimately helps you better serve your community.

City of Sheboygan
spirit on the lake.

"ClearGov did all the heavy lifting — we didn't have to add staff, data storage space, or anything like that. We just exported the data and ClearGov did the rest."

Carrie Arrenz
Budget Analyst
Sheboygan, WI

ClearGov Role & Responsibilities

ClearGov will assign a dedicated Client Success Manager or CSM to lead the implementation effort. Your CSM will:

- Coordinate and execute the development of the project plan.
- Ensure the timely delivery of items identified as "In scope" within this proposal.
- Train your staff to use ClearGov tools and applications.
- Track, communicate, and expediently resolve any implementation issues.
- Monitor project progress to ensure a timely and efficient launch.

All ClearGov CSM efforts will be performed remotely with direct email and phone contact as necessary.

Client Role & Responsibilities

We ask that you designate one individual as a primary point of contact to facilitate:

- Delivery of "Client Task" items (listed below) in a timely manner.
- Coordination of Client participants for Kick-Off and Training calls.
- Review and approval of onboarded Client Data to confirm launch.

ClearGov Insights Suite - Scope of Work

Service Description	In Scope
Import historical (actual) fiscal data: Your historical audited financials form the foundation of the Transparency Module implementation.	Up to 20 yrs of historical audited data
Import current and historical budgeted data (Optional): Enables the ability to overlay and present budget to actual performance.	Up to 20 yrs of historical budgeted data
Import ongoing financial updates: You may regularly update audited and/or budgeted data at your discretion, e.g. you may post current FY budget and update periodically with actual spending.	Update monthly, quarterly (recommended) or annually
Import historical checkbook data: (Optional) You may choose to display detailed check data — either publicly or privately.	Up to 100,000 checks
Import ongoing checkbook updates (Optional): Checkbook data may be updated at your discretion.	Update weekly, monthly, quarterly (recommended) or annually
Project Page setup assistance: Although Project Pages are simple and quick to create, ClearGov is happy to walk you through your first Project Page.	Unlimited Project Pages
Department Dashboard setup assistance: Although Department Dashboards are simple and quick to create, ClearGov is happy to walk you through your first dashboard.	Unlimited Dashboards

SCOPE OF WORK

In addition to providing unlimited training and ongoing customer support, your dedicated Client Success Manager will coordinate all of the necessary onboarding and updating services required to suit your unique needs. Depending upon which features/functionality you wish to fully or partially leverage, the scope of work to be performed by the ClearGov Client Success team is outlined below.

ClearGov Budgets Suite - Scope of Work

Service Description	In Scope
Import historical (actual) fiscal data: Your historical audited financials form the foundation of the Budget Builder and Forecasting Modules. The Forecasting Module automatically generates a forecast of n - 2 years, where n is the number of years of historical data provided, e.g. a 5 year forecast requires 7 years of historical data; a 10 year forecast requires 12 years of historical data.	Up to 20 yrs of historical audited data Unlimited forecasts
Import historical budgeted data (Optional): Enables the ability to overlay and present budget to actual performance, Historical data can provide perspective and insight to inform future budget decisions.	Up to 20 yrs of historical budgeted data

TIME COMMITMENT

The ClearGov onboarding and activation process is designed to be turnkey and require limited effort on your part. The bulk of the onboarding effort involves uploading, mapping, and configuring your data — a process which is managed entirely by the ClearGov Client Success team. The only To-Do items on your list are to A) send us your data (i.e. run some reports and send us an email), and B) validate our work.

The following outlines a typical implementation process with estimated Client time commitments.

1 Business Day

Client Activation (ClearGov Task)

- Assign and introduce you to your dedicated CSM
- Your CSM will activate your subscription. NOTE: (You may access your ClearGov Account immediately upon activation.)
- Your CSM will schedule your kick-off call

30 Minutes

Kick-Off Call (Shared Task)

- Your CSM will meet with you (via conference call) to confirm goals, review onboarding steps and deliverables, and establish a timeline
- Your CSM will explain data requirements and provide instructions

15 Minutes

Client Data Report (Client Task)

- You run reports from your accounting platform to export necessary data (See *Client Data Requirements* below)
- You send exported reports to ClearGov

2 to 3 Weeks

Data OnBoarding (ClearGov Task)

- ClearGov Client Success Team completes the onboarding and mapping of your data into the ClearGov platform

  NOTE: The onboarding time varies based on the volume and complexity of your data as well as the current backlog of Client activations.

3 Hours

Client Data Review (Shared Task)

- Your CSM will present (via conference call) the mapped data for your review/approval.

  NOTE: Generally speaking, there is a primary review call, followed by 1 or 2 additional calls, depending upon the complexity of the data and the number of iterations.

1 Hour

Training and Launch (Shared Task)

- Once you approve your data, ClearGov will activate it within the live platform and schedule the Launch Training call.
- The Launch Training call typically takes about an hour, and you may invite as many people from your team to attend as desired.

Timeline Summary

The overall launch timeline is heavily influenced by your ability to deliver the Client Data Report in a timely fashion. In short, the sooner we receive your data, the sooner we can get you up and running.

As you can see from the implementation process outlined above, the ClearGov implementation process is not a long, drawn-out process. As a general guideline, you can expect to be completely launched within 2 - 4 weeks of whenever you provide us with your Client Data Report, and of course, the bulk of the work during that time period rests on ClearGov's shoulders.

Launch Deadlines

If you have a specific hard launch deadline — such as coordinating with the launch of a new Website — please inform your ClearGov CSM during the kick-off call, and s/he will inform you what will be required to achieve your target launch date.

DATA REQUIREMENTS

The data that ClearGov needs to fully activate your account is straightforward and can be readily exported from any accounting/ERP system.

Required Files

In most instances, ClearGov generally requires only two simple files from you:

Line Item Detail File(s)

- A simple report that provides the full account number, account description, fund, year, and total dollars collected/expended for each account/line item in your chart of accounts.
- Depending upon which accounting system you're using, this report is often referred to as the Trial Balance Report; Account Inquiry Report; or Budget-to-Actual Report.

Account Number Key

- Another simple report that labels or describes the "segments" of each account number (e.g. funds, departments, objects, etc.).
- Depending upon which accounting system you're using, this report is often referred to as the Segment Report or Chart of Accounts.

Optional Files

Ultimately, you decide how the breadth and depth of data that you would like to provide to ClearGov. We recommend the following optional data sets:

Budgeted Revenue and Expense Data

- You can provide historical, current and/or upcoming fiscal year(s) budgeted revenue and expense data.

Debt Detail

- Show your total outstanding debt on your site. This information may be broken down by fund and/or by debt categories of your choosing.

Checkbook Data (ClearGov Insights Only)

- If you wish to use the Open Checkbook feature in ClearGov Insights, your data must include check-level detail for the most recent fiscal year with as much historical data as you prefer.

When you are ready to send your data, ClearGov will provide you with detailed instructions on file types and formats needed.

TRAINING & SUPPORT

ClearGov solutions are designed to be intuitive and simple-to-use, so chances are that you won't need much hand-holding - even from the start. With that said, ClearGov's training sessions are designed to ensure that you and your team can quickly launch, adopt and optimize the value you receive from the ClearGov platform. We will share some key insights and best practices to help you ramp quickly. All ClearGov customers also receive unlimited access to a frequently updated online support center.

Training Sessions

Your dedicated CSM will work with you to schedule convenient training sessions expressly tailored to your needs. We often suggest training a core group of power users first (usually your finance and/or communications team) and then scheduling broader sessions to include department heads, but it's entirely up to you. We'll provide as much training as you think you need.

ClearGov uses modern web conferencing services to conduct live training sessions remotely. This enables the instructor to share his/her screen and record every session. It also enables you to distribute the recording via email after-the-fact to any who were unable to attend; save it for future reference; and/or train new hires.

"The ClearGov client success team has been incredible — patient, understanding, and responsive — every step of the way."

Jodi Cuneo, CGA
Town Accountant
Walpole, MA

Client Success Expectations

You will be assigned a dedicated Client Success Manager (CSM) who will be responsible for coordinating and managing your activation and onboarding process as well as initial training. Your CSM will also be your primary point of contact for any ongoing support requirements or issues.

Service Level

Our CSMs are committed to responding to all support inquiries within **one business day**, and in most cases, you will receive a same-day response. You will also be provided an escalation

path in the event that you are ever dissatisfied with your CSM's performance or you have a time-sensitive issue that needs immediate resolution.

Client Support Portal

You and your team will have access to text and video training materials in the ClearGov Support Center. This online resource center is constantly updated with new content and best practices.

COMING SOON

CLEARGOV

Digital Budget Book

Produce an interactive and engaging budget book in a fraction of the time.

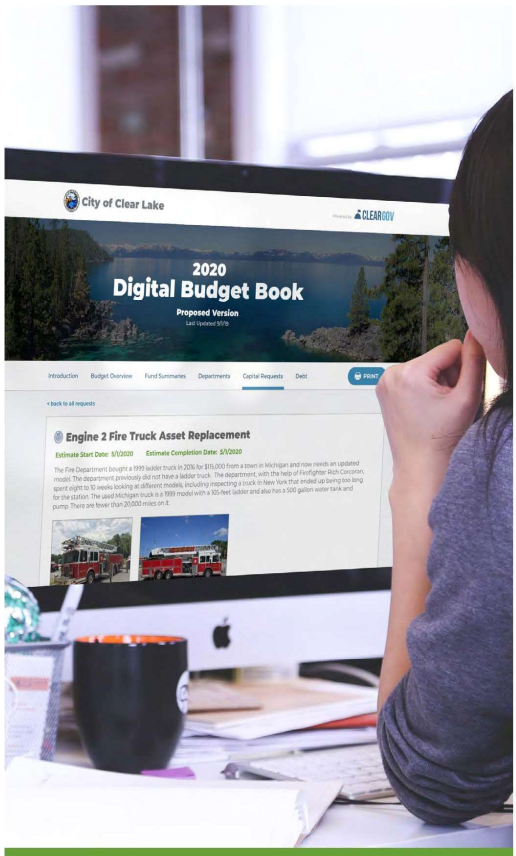
Problem

You have to publish an annual budget book — it's your government's most important public-facing policy document. **Unfortunately, these books are often a nightmare to build, especially if you're still doing it using antiquated systems.** Creating tables, charts, and graphs from spreadsheets takes a long time. And, recreating them every time a figure changes is not only tedious, it's inefficient. Collaboration is cumbersome too, as you often have to collect and merge input from myriad sources. The more spreadsheets you manage and papers you shuffle, the greater the margin of error. You end up producing a dry and lengthy budget book that's expensive to print and often out of date before the ink dries.

Solution

ClearGov's Digital Budget Book offers a new way to build a better final product for your residents. Now, instead of manually building your book in a clumsy document editor, you build it collaboratively using simple web apps that streamline the steps from start to publish.

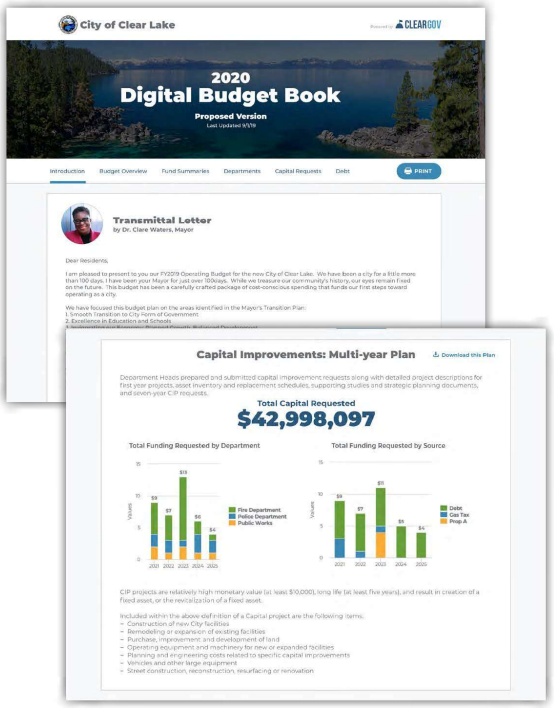
You begin with a professionally formatted template that's already pre-populated with your own financials, capital request data, charts, and more. It also incorporates GFOA guidelines, is optimized to ADA standards, and is mobile-ready — so it's more professional and accessible from the start. You and your team simply fill in the blanks, add further context and customization where appropriate, and press publish to post your interactive Digital Budget Book online. You can even print it just like a traditional budget book. Best of all, the final product is much more elegant and far easier for residents to understand and use. You may even earn yourself a GFOA Distinguished Budget Award — all while saving time, money, and aggravation.



To lock in your special early adopter discount, contact your ClearGov Account Executive or call 855-553-2715.

Key Features

- **Pre-populated and preformatted:** Start with a basic framework (including pre-written content) and then fill in the blanks
- **Better workflow:** Work faster, more collaboratively, and with fewer errors
- **Highly customizable:** Add images, choose chart colors, and select styles to reflect your civic brand
- **GFOA-ready:** Meet award guidelines for usability and understandability
- **ADA-optimized:** Maximize accessibility for your residents with disabilities
- **Easy to update and maintain:** Make a change to your budget and it automatically gets applied to your book — including charts, tables, and graphs
- **Better end product:** Produce a polished piece you (and your town) can be proud of — one that residents can actually use
- **Mobile-ready:** Access your budget book anytime, on any device using your mobile browser
- **Integrated with ClearGov suites:** Create a budget book that seamlessly integrates with ClearGov Insights and ClearGov Budgets



How it Works

1. Export
Simply export your financials from your accounting system and email them to us. If you already use ClearGov Insights or ClearGov Budgets, skip to step 2.

2. Generate
ClearGov generates a skeleton budget book automatically populated with pre-written content, charts, graphs, and tables using budgeted data.

3. Customize
Using simple tools, you and your team fill in any missing context — add custom charts, metrics, pages, and narratives to tailor the document to make it your own.

4. Publish
When you're ready, click publish to present your budget book online. You can also print to PDF to produce a physical budget book.

www.ClearGov.com · Info@ClearGov.com Maynard, MA · 855-553-2715

EXHIBIT B

COMPENSATION

This compensation schedule, Exhibit "B," is hereby incorporated by reference into the Agreement, under Agreement Paragraph 5.

For all services identified in Exhibit "A", Scope of Services, the City agrees to pay, and Consultant agrees to accept as total compensation the following:

Subscription Services	Tier	Service Fees
ClearGov BCM Personnel Budgeting - Civic Edition - Renewal	Tier 3	$ 17,304.00
ClearGov BCM Capital Budgeting - Civic Edition - Renewal	Tier 3	$ 11,845.00
ClearGov BCM Transparency - Civic Edition- Renewal	Tier 3	$ 8,195.45
ClearGov BCM Bundle Discount: Discount for bundled BCM solutions	Tier 3	$ (20,857.50)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		**$ 16,486.95**

Subscription Services	Tier	Service Fees
ClearGov BCM Digital Budget Book - Civic Edition - Renewal	Tier 3	$ 3,770.23
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		**$ 3,770.23**

Subscription Services	Tier	Service Fees
ClearGov BCM Operational Budgeting - Civic Edition - Renewal	Tier 3	$ 14,575.37
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		**$ 14,575.37**

Payment	**Net 30**	All invoices are due Net 30 days from the date of invoice.
Rate Increase	3% per annum	The Renewal Subscription Service Fee shall automatically increase by this amount annually.

EXHIBIT C

QUALIFICATIONS

These Consultant Qualifications, Exhibit "C," are incorporated by reference into the Agreement, under Agreement Paragraph 6.

ClearGov's mission is to build a community of transparent, data-driven, modern governments. We pursue this mission by making it easy and affordable for every local government to take a strong next step on its journey from good to great. ClearGov solutions are carefully designed to help local governments operate more efficiently and communicate more effectively, fueling better strategic decision making and increased levels of community support.

While implementing ClearGov's accessible solutions is designed to be a turnkey process, we offer dedicated Client Success resources to help you get up and running quickly and efficiently.

ClearGov is committed to helping local governments like yours "make democracy work better." And while that may sound lofty, "democracy" is simply what you do every day. We just want to help you do it in a modern, data-driven way — a way that makes your job easier, lightens your load, showcases all the good work that you do, and ultimately helps you better serve your community. ClearGov already works with hundreds of local governments across the country.

EXHIBIT D

INSURANCE REQUIREMENTS
Technology

Consultant's performance of the services under this agreement shall not commence until Consultant shall have obtained all insurance required under this Exhibit and such insurance shall have been reviewed and approved by the Risk Manager. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Consultant shall procure and maintain for the duration of the Agreement all necessary insurance against claims now and in the future for alleged injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Consultant, the Consultant's agents, representatives, employees and subcontractors. Required professional liability insurance shall be maintained at the level specified herein for the duration of this agreement and any extension thereof and for twelve additional months following the agreement termination or expiration.

INSURANCE COVERAGE AND LIMITS RESTRICTIONS

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

2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage:
    a. Blanket contractual liability
    b. Broad form property coverage
    c. Personal injury
2. Insurance Services Office form covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
4. Professional Liability insurance
5. Cyber Liability insurance:
    a. <u>Third Party Liability coverage:</u>
        i. Privacy liability covering loss in the event of Consultant's failure to protect

City's data.

ii. Network security liability in the event of any failure of network security including unauthorized access or unauthorized use of the City's data.

iii. Internet media liability covering infringement of copyright or trademark, invasion of privacy, libel, slander, plagiarism or negligence.

b. First Party Liability coverage:

i. Cyber extortion monies and associated expenses arising out of a criminal threat to release City's data.

ii. Digital asset loss for costs incurred to replace, restore or recollect data that has been corrupted or destroyed as a result of a network security failure.

iii. Business interruption to cover loss of income and extra expense arising out of an interruption of network service due to an attack on Consultant's network.

iv. Notification and crisis management covering expenses in the event of a data breach including a third party computer forensics team, notifying users whose personal information was breached, credit monitoring, and third party identity restoration services.

6. Such other insurance coverages and limits as may be required by the City.

B. MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage and a $2,000,000 aggregate. If Commercial General Liability insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this agreement or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

3. Employer's Liability: Bodily Injury by Accident - $1,000,000 each accident.
Bodily Injury by Disease - $1,000,000 policy limit.
Bodily Injury by Disease - $1,000,000 each employee.

4. Professional Liability insurance: $2,000,000

5. Cyber Liability insurance: $2,000,000

6. Such other insurance coverages and limits as may be required by the City of Newark.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

1. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

2. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

3. The City reserves the right to obtain a full certified copy of any insurance policy and endorsement. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. ADDITIONAL INSURED REQUIREMENTS

1. The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:
    a. The City, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects alleged: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
    b. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
    c. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.
    d. Consultant shall furnish properly executed Certificates of Insurance from insurance companies acceptable to the City and signed copies of the specified endorsements for each policy prior to commencement of work under this agreement. Such documentation shall clearly evidence all coverages required above including specific evidence of separate endorsements naming the City and shall provide that such insurance shall not be materially changed, terminated or allowed to expire except after thirty days prior written notice by certified mail, return receipt requested, has been filed with the City Clerk.
    Such insurance shall be maintained from the time work first commences until completion of the work under this agreement. Consultant shall replace such certificates for policies expiring prior to completion of work under this agreement.

E. ACCEPTABILITY OF INSURERS

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

F. COMPLETED OPERATIONS

Consultant shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event the Consultant fails to obtain or maintain completed operations coverage as required by this agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by the Consultant.

G. CROSS-LIABILITY

The Liability policy shall include a cross-liability or severability of interest endorsement.

H. FAILURE TO MAINTAIN INSURANCE COVERAGE

If Consultant, for any reason, fails to maintain insurance coverage, which is required pursuant to this agreement, the same shall be deemed a material breach of contract. The City, at its sole option, may terminate this agreement and obtain damages from the Consultant resulting from said breach. Alternatively, the City of Newark may purchase such required insurance coverage, and without further notice to Consultant, the City may deduct from sums due to Consultant any premium costs advanced by the City for such insurance.

I. PRIMARY AND NON-CONTRIBUTORY

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

The additional insured coverage under the Consultant's policy shall be "primary and non-contributory" and will not seek contribution from the City of Newark's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

J. SUBCONTRACTORS

Consultant shall require all subconsultants to maintain the same levels of insurance and provide the same indemnity that the Consultant is required to provide under this Agreement. A subconsultant is anyone who is under contract with the Consultant or any of its subconsultants to perform work contemplated by this Agreement. The Consultant shall require all subconsultants to provide evidence of valid insurance and the required endorsements prior to the commencement of any work.

K. SUBROGATION WAIVER

Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all Consultants, subcontractors or others involved in any way with the services to do likewise.

L. VERIFICATION OF COVERAGE

Consultant shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before the services commence.

STAFF REPORT

Item D. 5.

DATE	07/25/2024
TO	Honorable Mayor and City Council Members
FROM	Ed Miranda, Information Technology Director/CIO
SUBJECT	Adopt a resolution authorizing the City Manager to execute an amendment to the Microsoft Enterprise Agreement with Dell Marketing, L.P. (Dell) and amending the 2024-2026 Biennial Budget and Capital Improvement Plan

SUMMARY AND RECOMMENDATION

Dell Marketing, L.P. is the provider of the Microsoft 365 and Office 365 license and software services as approved by City Council on June 23, 2022. The City entered in to a three-year Microsoft Enterprise Agreement and annually reviews licensing requirements through a true up process. Staff recommends that the City Council, by resolution, approve and authorize the City Manager to execute an amendment to the Microsoft Enterprise Agreement with Dell Marketing, L.P. (Dell) for the third-year payment in the amount of $126,027.75 for Microsoft 365 and Office 365 licensing and software subscription services and amend the 2024-2026 Biennial Budget and Capital Improvement Plan to appropriate an additional $62,853.71 for FY 2025 licensing and software subscriptions.

BACKGROUND

In June 2022, City Council approved a three-year Microsoft Enterprise Agreement provided by Dell Marketing, L.P. in an amount not to exceed $360,668.25 to provide Microsoft 365 licensing and support services, leveraging a cooperative purchasing agreement. In year two of the Enterprise Agreement, server licensing and software subscription costs to support Microsoft Office 365 and Office 365 increased the year two payment by $57,048.71. For year three of the Enterprise Agreement, software subscription costs increased by $5,805. The City is currently in year three of the three-year agreement, which is valid through June 30, 2026.

DISCUSSION/ANALYSIS

At the time the Enterprise Agreement was executed in July 2022, the projected not to exceed amount of $360,668.25 did not anticipate the Microsoft licensing costs required to support the licensing for the servers. To incorporate the costs of the server licenses and additional staff/user licenses, the second-year annual payment increased by $57,048.71 and an additional $5,805 is needed for the third and final term of the Enterprise Agreement (July 1, 2024 through June 30, 2025). These costs include both

the required licensing and increased subscription costs as a result of adding additional licenses to support new users and services. As this is the last term of the Microsoft Enterprise Agreement, we do not anticipate any additional costs.

FISCAL IMPACT

The proposed amendment will increase the total not-to-exceed amount of the original Microsoft Enterprise Agreement by $62,853.71, resulting in a new total not-to-exceed amount of $423,521.96. To address these additional costs, staff requests authorization to amend the 2024-2026 Biennial Budget and Capital Improvement Plan by appropriating $62,853.71 for FY 2025 to cover the needed licensing and software subscriptions.

REVIEW AND APPROVAL

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

Attachments

Microsoft Entrprise Dell Resolution

Enterprise Agreement

Quote

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE MICROSOFT ENTERPRISE AGREEMENT WITH DELL MARKETING, L.P. AND AUTHORIZING AN AMENDMENT OF THE 2024-2026 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN

WHEREAS, the City entered into a three-year Enterprise Agreement with Dell Marketing, L.P. on July 1, 2022 in the amount not to exceed $360,668.25 for three years of Microsoft 365 and Office 365 service and support as authorized on Resolution No. 11,374; and

WHEREAS, City staff reviews existing licensing and software subscription services annually through the Microsoft true up process and finds the need to increase the total not to exceed amount of the three-year Enterprise Agreement to add $62,853.71 for a total not to exceed amount of $423,521.96; and

WHEREAS, in the second-year of the Enterprise Agreement, required server licensing and software subscription true up costs to support Microsoft Office 365 and Office 365 increased the year two annual payment by $57,048.71; and

WHEREAS, in third and final year of the Enterprise Agreement, monthly subscription true up costs to support monthly software subscriptions increased by $5,805 totaling $126,027.75 covering licensing and software subscription services through the end of the three-year Enterprise Agreement term; and

WHEREAS, the City continues to leverage a cooperative purchasing agreement that satisfies the City's procurement process (Licensing Provider Agreement Number PSA-0001524 and Amendment No. 1 expiring October 31, 2024).

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby authorizes the City Manager to execute an amendment, in a form approved by the City Attorney, to increase in the not to exceed amount of the Enterprise Agreement with Dell Marketing, L.P. to a not to exceed amount of $423,521.96.

BE IT FURTHER RESOLVED that the City Council authorizes an amendment to the 2024-2026 Biennial Budget and Capital Improvement Plan by appropriating an additional $62,853.71 for the third and final year (FY 2025) of the Enterprise Agreement as follows:

FR:

Description	Account	Amount
General Fund Balance	110.3000	$62,853.71

TO:

Description	Account	Amount
IT Software/Licenses/Subscriptions	110.21.021.200.6150	$62,853.71

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

5-0000008829996

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-10635
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Amendment	M723 (new)
Product Selection Form	1215317.004
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Newark **Signature*** Lenka Hovorka **Printed First and Last Name*** Lenka Hovorka **Printed Title** Assistant City Manager **Signature Date*** 07·11·2022
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature _____ **Printed First and Last Name** **Printed Title** **Signature Date** (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number | 5-0000008829996

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment
US Government Community Cloud
Amendment ID M723

This amendment contains additional required terms for Government Community Cloud Services for US State and Local Government Customers and Category 3 Commercial Customers.

The Enrollment is hereby amended as provided herein, solely with respect to the use of Microsoft's US Government Community Cloud Services:

1. The "Definitions" section of the Enrollment is hereby amended by adding the following definitions, each of which shall control over any existing definition of the same term in the Enrollment:

"Azure Government Services" means one or more of the services or features Microsoft makes available to Enrolled Affiliate under this Enrollment and identified at http://azure.microsoft.com/en-us/regions/#services, which are Government Community Cloud Services.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) an Enrolled Affiliate with Customer Data that is subject to Government regulations for which the Enrolled Affiliate determines and Microsoft agrees that the use of Government Community Cloud Services is the appropriate to meet the Enrolled Affiliate's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Office 365 GCC High" means the Government Community Cloud Service described by the Office 365 Service Descriptions, and purchased by Enrolled Affiliate pursuant to the terms and conditions of the Enrollment.

"Office 365 Service Descriptions" means the Service Descriptions for Office 365 GCC High, published by Microsoft at https://technet.microsoft.com/en-us/library/mt774581.aspx (for the

product superset, Office 365 US Government) and https://technet.microsoft.com/en-us/library/mt774968.aspx (for the product subset, Office 365 GCC High), or at successor sites Microsoft later identifies.

"Office 365 US Government" means the Government Community Cloud Service described by the Office 365 Service Descriptions, and purchased by Enrolled Affiliate pursuant to the terms and conditions of the Enrollment.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights," means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and available at https://www.explore.ms/ or at a successor site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. If not already stated therein, the following sentence is added to the end of the "Termination for cause" Section of the Enrollment:

In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise fails to meet and maintain the conditions of membership in the definition of Community.

3. If not already stated therein, the following new sections are hereby added to the Enrollment:

Government Community Cloud Services.

In addition to applicable product specific terms, the following additional general terms apply to Government Community Cloud Services:

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Customer acknowledges that only Community members may use Government Community Cloud Services.
b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights and this Amendment.
c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
d. Notwithstanding the Data Processing Terms section of the Online Services Terms, Government Community Cloud Services are not subject to the same control standards and frameworks as their commercial counterparts. The Compliance Trust Center Page

describes the control standards and frameworks with which Government Community Cloud Services comply

e. Use Rights for Government Community Cloud Services . For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
    i. Government Community Cloud Services will be offered only within the United States.
    ii. Additional European Terms, as set forth in the Use Rights, will not apply.
    iii. References to geographic areas outside the United States for the location of Customer Data at rest do not apply.
    iv. The compliance control standards and frameworks for Government Community Cloud Services are detailed in the applicable System Security Plan for each service and may differ from those applicable to commercial services (e.g., as set forth in the Online Services Data Protection Addendum).

f. Commercial Products. Microsoft may make commercial products available to Enrolled Affiliate to use with Customer's Government Community Cloud Services. Such Products will be provisioned in the public commercial cloud and all security controls and data commitments related to these services are described in the applicable Use Rights.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M723)EnrAmend(USGovernmentCommunity Cloud)(WW)(ENG)(Mar2022)(IU).docx		M723	B

Dell Customer Confidential

Quotation

Sam Andrews
sam.andrews@dell.com
512.720.4469

Customer: City of Newark
Contract: Riverside County Master Agreement - PSA-0001524 (8084445) **Date of Issue:** 5/12/2024
Microsoft Enterprise Agreement (EA) #: 8643602 **Quote Expires:** 8/1/2024

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

Section 1- Licenses and Software Assurance

Product Description	Mfg#	Quantity	Unit Price		Ext. Price
Windows Server Standard 16-core License and Software Assurance *(for PD cluster; licensing each host 3 times to give each host up to 6 VMs)*	9EM-00265	9	$355.74		$3,201.66
Windows Server Datacenter 16-core License and Software Assurance *(for City cluster; Windows Datacenter gives you unlimited Windows Svr VMs)*	9EA-00271	3	$2,309.78		$6,929.34
SQLSvrStdCore ALNG LicSAPk MVL 2-core License and SA *(timecard + HDL)*	7NQ-00302	4	$1,345.19		$5,380.76
SQLSvrStd ALNG LicSAPk MVL *(PW server)*	228-04437	1	$336.87		$336.87
Win Server External Connector ALng LSA *(covers external/non-city people that are accessing a city Windows Server for any reason - HDL server)*	R39-00374	1	$757.48		$757.48
		Annual Payment Section 1:			**$16,606.11**

Section 2- Monthly Subscriptions

Product Description	Mfg#	Quantity	Months	Unit Price	Ext. Price
Enterprise Online Services Products					
M365 G3 Unified GCC Sub Per User	AAD-34704	270	12	$30.80	$99,792.00
O365 G1 GCC Sub Per User	U4S-00002	20	12	$6.91	$1,658.40
EntMobandSecE3Full GCC ShrdSvr ALNG SubsVL MVL PerUsr	AAD-32907	20	12	$8.41	$2,018.40
Win E3 ALng Sub MVL Per User *(Windows Enterprise upgrade from Pro with SA benefits)*	AAA-10787	20	12	$4.93	$1,183.20
					$0.00
Additional Online Services Products					
VisioPlan2GCC ShrdSvr ALNG SubsVL MVL PerUsr	P3U-00001	20	12	$11.17	$2,680.80
Power BI Pro GCC Sub Per User	DDJ-00001	10	12	$7.45	$894.00
Teams AC with Dial Out US/CA GCC Sub Add-on	NYH-00001	275	12	$0.00	$0.00
Azure Commitment (government-cloud)	J5U-00001	1	12	$99.57	$1,194.84
					$0.00
		Annual Payment Section 2:			**$109,421.64**

Notes:

Total Annual Payment Yr 3	**$126,027.75**
Total	**$126,027.75**

Notes:

1) Customer's purchase is subject to Dell's Terms and Conditions of Sale found at www.dell.com, unless Customer has a separate purchase agreement with Dell.

2) Sales/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order.If exempt, Customer must have an Exemption Certificate on file.

3) If you have a question re: your tax status, please contact your Dell | ASAP Software inside sales representative listed above.Shipments to California: for certain products, a State Environmental Fee of up to $10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to www.dell.com/environmentalfee.

4) All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.

5) All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.

6) Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.

STAFF REPORT

Item D. 6.

DATE	07/25/2024
TO	Honorable Mayor and City Council Members
FROM	Cathreene Ingham-Watters, Human Resources Director
SUBJECT	Adopt resolutions: (1) amending the Employee Classification Plan to delete and add multiple classifications; (2) amending the Compensation and Benefit Plan for the Management, Supervisory and Professional Employee Group; (3) amending the City's Salary Schedule in conformance with California Code of Regulations, Title 2, Section 570.5; (4) amending the 2024-2026 Biennial Budget and Capital Improvement Plan; and (5) approving a Side Letter to the Memorandum of Understanding with the Newark Police Association

SUMMARY AND RECOMMENDATION

Staff continually monitors personnel needs and identifies when adjustments are needed. Based on the conclusion of a recent reclassification study, as well as identified personnel needs and compensation analysis, staff recommends the reclassification of three employees, increasing the compensation for two classifications, and replacing a temporary position with one (1) full-time equivalent (FTE) position in the Building Inspection Division of Public Works.

Staff recommends that the City Council adopt resolutions to: (1) amend the Employee Classification Plan to delete and add multiple classifications; (2) amend the Compensation and Benefit Plan for the Management, Supervisory, and Professional Employee Group (3) amend the 2024-2026 Biennial Budget and Capital Improvement Plan for Fiscal Year 2025 for personnel allocation changes and budget amendments; (4) approve an amendment to the City's Salary Schedule in conformance with California Code of Regulations, Title 2, Section 570.5; and (5) approve a Side Letter to the Memorandum of Understanding (MOU) with the Newark Police Association (NPA).

BACKGROUND

Staff recently completed a comprehensive classification and compensation study. As part of that process, employees completed a position description questionnaire. Upon review by the Human Resources Department, staff confirmed that several employees needed a thorough reclassification study to determine if the employees were working significantly outside their classification and if a reclassification was warranted per Section 5 of Rule III of the Personnel Rules and Regulations.

Baker Tilly, a consulting firm that works with local governments, was contracted with the City to provide a reclassification study for six job classifications (seven studies as two employees were in the same classification) spread throughout five city departments. The study started in October 2023 and concluded in March 2024. Of the seven studies conducted, the recommendations contained significant changes for three of the positions, including reclassifying the current Collections Assistant to Accounting Assistant II in the Finance Department, reclassifying the current Public Safety Clerk to a Property and Evidence Technician in the Police Department, and reclassifying the current employee from a Senior Landscape Inspector to an Urban Forest Supervisor in the Maintenance Division of the Public Works Department.

Simultaneously, staff further analyzed the salary for the City Clerk classification and conducted a labor market survey to ensure that the total compensation for the position was at or above market average. The results of the survey revealed that the total compensation for this classification is currently under market average by 5.7%. As such, staff recommends amending the salary range from Range 16 to Range 17, an approximate 5% increase.

In addition, City staff conducted an analysis of the internal relationships within the Property and Evidence and Records Units including the newly created Property and Evidence Technician classification and the Police Records Supervisor classification, and recommends a compensation increase of three percent (3%) for the Police Records Supervisor to achieve a 15% compaction rate between the two classifications.

There is also a recognized need for a regular full-time Permit Technician position to replace a Limited Term Temporary Office Assistant who has been providing full-time support to the Building Inspection Division since 2018 and whose term expires on October 16, 2024. Creating a full-time Permit Technician classification will better support the demands for permits in the growing community, expanding expertise and coverage to increase the volume and responsiveness for over-the-counter approvals. Staff recommends the addition of one (1) full-time equivalent Permit Technician to the Building Inspection Division of the Public Works Department, effective October 17, 2024.

DISCUSSION/ANALYSIS

RECLASSIFICATION STUDY RESULTS AND RECOMMENDATIONS

The Human Resources Department staff reviewed the Reclassification Study results with each employee, their supervisor(s) and Department Head, as well as the appropriate labor organizations. Each had the opportunity to provide feedback regarding the results and recommendations. For the three positions recommended for reclassification, Baker Tilly was further engaged to create job descriptions and conduct a labor market study of comparable classifications. Again, each employee, supervisor(s), and labor organization were provided an opportunity to review the draft job description, provide their feedback, and review the labor market study. Staff then finalized the job descriptions and salary steps/ranges were developed for Fiscal Year 2025 implementation.

Accounting Assistant II
Baker Tilly analyzed the duties of the current employee in their classification as Collections Assistant in the Finance Department. The study concluded that the job description and title should be updated to better match today's market and initially recommended the title of Revenue Specialist with an updated job description. Staff then engaged with the employee, the supervisors, and the Department Head, and have determined that a reclassification to the existing job classification of Accounting Assistant II is most appropriate. This reclassification allows for flexibility in staffing and operations and supports the goal of eliminating narrow and/or redundant/overlapping classifications. As such, staff recommends the deletion of the classification of Collections Assistant from the City Classification Plan and the reclassification of the current employee to Accounting Assistant II. The Accounting Assistant II has the same salary range as the current classification as Collections Assistant. Staff met and conferred with the employee group representing the Collections Assistant classification, Newark Association of Miscellaneous Employees (NAME), regarding this reclassification and the discontinuance of the Collections Assistant classification.

Property and Evidence Technician and Public Records Supervisor
The results of the study concluded that the employee in the Public Safety Clerk position who oversees property and evidence has significantly more duties and responsibilities than other Public Safety Clerks. While there are three (3) employees who hold the position of Public Safety Clerk, only one currently presides over the Evidence Room. Police Officer Standards and Training (POST) recognizes the handling of property and evidence as a critical element of law enforcement; as such, the treatment of property and evidence is highly regulated. The study further concluded that due to the unique nature and complexity of handling property and evidence and maintaining controls of the Evidence Room, the position should be reclassified to a Property and Evidence Technician with an appropriate compensation increase. Baker Tilly recommended a two and one-half percent (2.5%) increase in base salary due to the expanded duties of the position in comparison to the Public Safety Clerk position and duties. The job specification is attached.

The newly created Property and Evidence Technician classification led staff to further evaluate the classification and compensation for the Police Records Supervisor, who is the immediate supervisor of the Property and Evidence Technician. In reviewing the compaction between these two positions, an increase of three percent (3%) is recommended to maintain a 15% job compaction rate. In addition, the job specification for the Police Records Supervisor was reviewed and revised to better align to the property and evidence responsibilities and supervision of staff.

Staff engaged with all labor organizations regarding representation of the new classification of Property and Evidence Technician; the Newark Police Association agreed to be the sole representative. A side letter has been created to address representation of this new classification and to memorialize the salary increase for the Police Records Supervisor (attached).

A budget amendment would be required to fund the difference between the total

compensation for the Public Safety Clerk and the Property and Evidence Technician position effective July 26, 2024, as well as the increase for the Police Records Supervisor, retroactive to July 1, 2024.

Urban Forest Supervisor
The results of the study concluded that the current employee in the Senior Landscape Inspector position, a classification represented by NAME, is working significantly outside of their job classification. Their identified duties include a high level of responsibility and independent oversight for the maintenance, purchase and planning of all Citywide arborist programs, in addition to overseeing and directing the work of contract employees. The proposed job specification of Urban Forest Supervisor (attached) is recommended for placement in the Management, Supervisory, and Professionals Group. The study also reviewed the compensation for the Urban Forest Supervisor classification in the surrounding labor market with comparable classifications and provided a salary recommendation commensurate with the expanded duties of the position, while ensuring appropriate compensation differentials with the Senior Landscape Inspector and the Maintenance Supervisor classifications. All labor organizations were informed of this new classification and did not contest the placement of this classification in the Management, Supervisory, and Professional Employee Group. Staff recommends the addition of the Urban Forest Supervisor classification to the City Classification Plan, as well as the addition of the classification to the Management, Supervisory, and Professional Employee Group Compensation and Benefit Plan.

A budget amendment would also be required to fund the difference between the total compensation of the Senior Landscape Inspector position and the Urban Forest Supervisor position.

OTHER PERSONNEL RECOMMENDATIONS

City Clerk
Staff continually reviews and analyzes positions to ensure tasks and responsibilities are aligned, and that the total compensation is at or above market average. City staff conducted a recent analysis of the City Clerk classification, including a current labor market survey. The study included a maximum total compensation salary comparison to the ten cities in the City's labor market, and included an analysis of base salary, health benefits, and retirement contributions. Compensation changes are considered when the City's maximum total compensation salary is below the labor market average. The results of the survey revealed that the total compensation for this classification is currently under market average by 5.7%. As such, staff recommends amending the salary range from Range 16 to Range 17, an approximate 5% increase.

Permit Technician
The Building Inspection Division in the Public Works Department contains a Chief Building Official, one Senior Building Inspector, three Building Inspector I/IIs, one Permit Technician, one Administrative Support Specialist II, and one Limited Term Temporary Office Assistant.

In 2018, a Limited Term position for an Office Assistant was created to perform the function of transferring documentation from microfiche and paper to electronic files. This Limited Term position expires on October 16, 2024. In analyzing the division needs moving forward, staff recommends the position be replaced with one (1) full-time equivalent Permit Technician, effective October 17, 2024.

Qualifications for the Permit Technician classification include the ability to perform detailed reviews of permit submittals and responses to ensure completeness and conformance to processing requirements. The City issues 1,600 to 2,000 permits yearly, with 600 of these requiring more complex analysis and processing. The additional Permit Technician will support this specialized work and better meet the growing project demands of the community.

A budget amendment would be required to fund the allocation of one (1) full-time equivalent Permit Technician for the Public Works Department.

FISCAL IMPACT

Accounting Assistant II- There is no fiscal impact associated with this action, as the Collections Specialist's current salary is the same as the Accounting Assistant II.

A budget appropriation from the General Fund's unappropriated fund balance would be required for the following increases for Fiscal Year 2025:

Property and Evidence Technician: The fiscal impact of reclassifying the current employee into this new classification is $3,420 effective July 26, 2024.

Police Records Supervisor: The fiscal impact of increasing the base salary of this position is $4,752 effective July 1, 2024.

Urban Forest Supervisor: The fiscal impact of reclassifying the current employee into this new classification is $3,444 effective July 26, 2024.

City Clerk: The fiscal impact of increasing the base salary from Range 16 to Range 17 is estimated at $12,840 effective July 1, 2024.

Future years' salaries would be proposed for City Council approval through the regular biennial budget process.

A budget appropriation from the General Fund's unappropriated fund balance would be required for the addition of one full-time equivalent Permit Technician, effective October 15, 2024. The fiscal impact for Fiscal Year 2025 is approximately $73,116 (total compensation). Future year's salaries would be proposed for City Council approval through the regular biennial budget process.

REVIEW AND APPROVAL

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

Attachments

Resolution - Reclassifcations

Job Specification: Urban Forest Supervisor

Job Specification: Property and Evidence Technician

Side Letter - NPA

Resolution: Other Position Changes

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING THE EMPLOYEE CLASSIFICATION PLAN TO ADD TWO CLASS SPECIFICATIONS AND DELETE ONE CLASS SPECIFICATION; APPROVING A SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF NEWARK AND THE NEWARK POLICE ASSOCIATION; AMENDING THE COMPENSATION AND BENEFIT PLAN FOR THE MANAGEMENT, SUPERVISORY, AND PROFESSIONAL EMPLOYEES GROUP; AMENDING THE 2024-2026 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN; AND APPROVING AN AMENDMENT TO THE CITY'S SALARY SCHEDULE IN CONFORMANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

WHEREAS, the 2024-2026 Biennial Budget and Capital Improvement Plan was adopted by the City Council via Resolution 11665 on June 27, 2024; and

WHEREAS, the City, with assistance from an independent consultant, conducted a Reclassification Study as a follow up to the Citywide Classification and Compensation Study; and

WHEREAS, the City, based on the analysis, has determined that three current employees shall be reclassified to best match their actual roles and responsibilities, including reclassifying the Collections Assistant to the existing Accounting Assistant II classification, a Public Safety Clerk to the new classification of Property and Evidence Technician, and the Senior Landscape Inspector to the new classification of Urban Forest Supervisor; and

WHEREAS, the City Manager or designee met and conferred with representatives of the current labor organizations regarding the representation of the Property and Evidence Technician and the Urban Forest Supervisor classification; and

WHEREAS, no labor organization contested the placement of the Urban Forest Supervisor in the Management, Supervisory, and Professional Employee Group, and the Newark Police Association has agreed to be the sole representative for the Property and Evidence Technician classification and requires a Side Letter be approved; and

WHEREAS, the Accounting Assistant II class specification is already included in the Newark Association of Miscellaneous Employee Group; and

WHEREAS, the City, with assistance from an independent consultant, created job specifications and conducted a labor market study to develop appropriate salary ranges for the Property and Evidence Technician and the Urban Forest Supervisor classifications; and

WHEREAS, the City, based on its analysis of job compensation relationships between the new classification of Property and Evidence Technician and Police Records Supervisor, has determined that a salary increase of three percent (3%) for the Police Records Supervisor will ensure appropriate compaction rates; and

WHEREAS, the compensation increases for the reclassification and the increase due to maintaining internal relationships for the records division require a budget amendment; and

WHEREAS, the City seeks to amend the Employee Classification Plan to delete the classification of Collections Assistant and to add the classifications of Property and Evidence Technician and Urban Forest Supervisor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the Employee Classification Plan be amended to delete the Collections Assistant classification; and add the Property and Evidence Technician and Urban Forest Supervisor classifications.

BE IT FURTHER RESOLVED that the City Council of the City of Newark hereby approves an amendment to the Compensation and Benefit Plan for the Management, Supervisory, and Professional Employee Group to add the classification of Urban Forest Supervisor with the salary listed below, effective July 1, 2024.

BE IT FURTHER RESOLVED that the City Council hereby approves a Side Letter to the Memorandum of Understanding between the City of Newark and the Newark Police Association (NPA) for NPA to provide sole representation of the Property and Evidence Technician classification with the salary as listed below, and to reflect the compensation adjustment of the Property and Evidence Technician with the salary listed below, effective July 26, 2024 and reflect the compensation increase for the Police Records Supervisor effective July 1, 2024.

BE IT FUTHER RESOLVED that the City Council hereby approve an amendment to the City's Salary Schedule to reflect the new classifications of Property and Evidence Technician and Urban Forest Supervisor, effective July 26, 2024 and increase the salary of the Police Records Supervisor effective July 1, 2024:

Classification		Step 1	Step 2	Step 3	Step 4	Step 5
Police Records Supervisor	Hourly	$46.53	$48.85	$51.29	$53.86	$56.56
	Biweekly	$3,722.01	$3,908.23	$4,103.52	$4,308.70	$4,524.58
	Annual	$96,772.21	$101,614.03	$106,691.52	$112,026.10	$117,639.18
Property and Evidence Technician	Hourly	$40.24	$42.25	$44.36	$46.59	$48.91
	Biweekly	$3,219.20	$3,380.00	$3,548.80	$3,727.20	$3,912.80
	Annual	$83,699.20	$87,880.00	$92,268.80	$96,907.20	$101,732.80
Urban Forest Supervisor	Hourly	$53.61	$56.29	$59.11	$62.06	$65.17
	Biweekly	$4,288.80	$4,503.20	$4,728.80	$4,964.80	$5,213.60
	Annual	$111,508.80	$117,083.20	$122,948.80	$129,084.80	$135,553.60

BE IT FURTHER RESOLVED that the City Council hereby authorizes an amendment to the 2024-2026 Biennial Budget and Capital Improvement Plan to (1) delete one full-time

equivalent (FTE) Public Safety Clerk, one FTE Senior Landscape Inspector, and one FTE Collections Assistant and add one FTE Property and Evidence Technician, one FTE Urban Forest Supervisor, and one FTE Accounting Assistant II; and, (2) appropriate funding to accommodate the salary adjustments for Fiscal Year 2025 as follows:

TO:	110.30.033.330.5110	Property Evidence Technician	$3,420
FR:	110.3000	Unallocated Fund Balance	$3,420
TO:	110.30.033.330.5110	Police Records Supervisor	$4,752
FR:	110.3000	Unallocated Fund Balance	$4,752
TO:	140.60.064.643	Urban Forest Supervisor	$3,479
FR:	140.3000	Unallocated Fund Balance	$3,479
TO:	110.13.013.130	City Clerk	$12,840
FR:	110.3000	Unallocated Fund Balance	$12,840
TO:	120.60.062.620	Permit Technician	$73,116
FR:	120.3000	Unallocated Fund Balance	$73,116

Urban Forest Supervisor

Class Specification
Created: 5/24
Class ID: 768.1
Unit: MGMT
Probation: 12 Months
FLSA: Exempt

DEFINITION
Oversees and monitors contract service for the maintenance of the City's Urban Forest. Supervises and reviews the work of contract employees and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED
Receives general direction from the Maintenance Superintendent. Exercises no supervision over full-time staff.

DISTINGUISHING CHARACTERISTICS
This is a stand-alone class in the Maintenance Division. Incumbents perform the full range of duties assigned with only occasional instruction or assistance as unusual or unique situations arise.

EXAMPLES OF JOB FUNCTIONS (Illustrative Only)
Based on established workplan, plans, directs and organizes a comprehensive urban forestry and landscape maintenance program that includes participation in the strategic planning of urban forestry activities; inspection and monitoring of the urban forest for needed maintenance; and technical assessments of City trees pertinent to liability, health and maintenance.

Participates in the preparation of the operating budget for the landscape and tree program; participates in the forecasting of additional funds needed for materials and supplies and gathers cost estimates as directed.

Receives, investigates, and responds to citizen requests, suggestions and complaints; and recommends appropriate corrective action(s). Coordinates work activities with those of other organizations, departments, and outside agencies;

Inspects work sites before, during and after completion of work to assure that required work is completed in a satisfactory and thorough manner; inspects work sites, equipment and tools for compliance with safety standards; and inspects and approves work done by outside contractors.

Provides skilled and technical direction on care, maintenance, disease prevention, and removal of trees; plans inspection and maintenance of all trees in appropriate cycles; assigns priorities and special projects as needed.

Responds and leads City efforts related to emergency response tree issues to include those related to weather events or natural disasters; responds to public or community members.

Maintains records of work performed and materials used.

Perform related duties as assigned.

QUALIFICATIONS
Knowledge of:
- Principles and modern practices of arboriculture used in urban forest environments.

- Tree maintenance methods, standards, techniques, and practices, including emergency response and control of tree hazards.
- Tree species, tree physiology, entomology, native soils, plant culture, and care.
- Local tree species and their growth characteristics.
- City ordinances, codes, procedures, and practices regarding urban forest maintenance and inspection, and contract administration and operations.
- Applicable local, state, and federal laws.
- Safe work practices, methods, and techniques.
- Uses, operation, and upkeep of tree maintenance equipment and materials.
- City layout and geography.
- Principles and practices of sound business and customer communications.
- City practices and procedures for budgeting, purchasing, and maintaining public records.
- Equipment maintenance practices and methods.

Skill or Ability to:

- Organize, implement, and direct public works maintenance operations for the assigned area(s).
- On a continuous basis, know and understand all aspects of the job.
- Intermittently analyze budget and technical reports, and projects; identify and interpret technical and numerical information.
- Learn, understand, and apply laws, regulations, codes, policies, and procedures; observe and problem solve operational and technical issues.
- Interpret and explain pertinent public works maintenance and department policies and procedures.
- Read, interpret, and understand blueprints, drawings, diagrams, specifications, operating instructions, and manuals.
- Assist in the development and monitoring of assigned public works urban forest budget.
- Develop and recommend policies and procedures related to urban forest maintenance operations.
- Oversee and direct work of contract personnel.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Communicate clearly and concisely, both orally and in writing.
- Respectfully and effectively collaborate with a variety of people of varying backgrounds and roles. Demonstrate tact, professionalism, and diplomacy.

Education and Experience:

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

Possession of a high school diploma or equivalent, and four (4) years of increasingly responsible experience in landscape and tree maintenance, including two (2) years of lead responsibility or other qualifying higher level public works maintenance experience.

License and Certificate:

- Possession of a Qualified Applicator Certificate issued by the State of California.
- Possession of certificate as a Certified Arborist from the International Society of Arboriculture.
- Possession of a valid driver's license and a satisfactory driving record throughout employment.

PHYSICAL DEMANDS

Must possess mobility to work in the field; strength, stamina, and mobility to perform medium to heavy physical work, to work in confined spaces and around machines, to climb and descend ladders, to operate varied hand and power tools and construction equipment, and to operate a motor vehicle and visit various City sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. The job involves fieldwork requiring frequent walking in operational areas to identify

problems or hazards. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate the above-mentioned tools and equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work and inspect work sites. Willingness and ability to work emergency overtime and available on call, as required. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 90 pounds, or heavier weights with the use of proper equipment and assistance from other staff.

ENVIRONMENTAL CONDITIONS

Employees work in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with members of the public or with staff under emotionally stressful conditions while interpreting and enforcing departmental policies and procedures.

Property and Evidence Technician

Class Specification
Created: 6/24
Class ID: 641
Unit: NPA
Probation: 12 Months
FLSA: Non-Exempt

DEFINITION
Receives, accounts for, coordinates, and distributes or properly disposes of property and evidence under the jurisdiction and custody of the police department; maintains an accurate inventory and chain-of-custody for all property and evidence in custody; may testify in court proceedings or under deposition, as required; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED
Receives general direction from the Police Records Supervisor. Exercises no supervision over full-time staff. May provide lead direction to volunteers or temporary employees.

DISTINGUISHING CHARACTERISTICS
This is a stand-alone journey level class in the Support Services Division. Incumbents perform a variety of assignments requiring independence of judgement under general supervision. It is distinguished from the Public Safety Clerk by its specialized function working with property and evidence within a police department property room setting. It is further distinguished from the Police Records Supervisor by the supervisor's overall responsibility for the property room and staff supervision.

EXAMPLES OF JOB FUNCTIONS (Illustrative Only)
Receives, collects and logs in all incoming evidence, found property, safekeeping and custody items from evidence lockers. Ensures preservation of the chain of evidence by storing all items received and collected in a systematic manner. Testifies in court as custodian of evidence when required

Enter, modify and retrieve data within the records management system. Verifies property items(s) against record management system. Maintains detailed records and files on each transaction and final disposition on all evidence and property received and released. Maintain records of controlled items (i.e. narcotics, firearms).

Notifies rightful owners of found property. Releases property to rightful owners and authorized persons in accordance with applicable state laws and departmental procedures.

Prepares, maintains, files and retrieves a variety of forms and records. Conducts periodic inventory. Identifies and prepares items to be auctioned, destroyed and/or donated. Destroys property according to applicable law.

Responds to questions from officers and the public over the telephone and in person regarding property in custody. Trains police officers proper packaging: review department property policies and provide input. Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Methods and procedures for receiving, storing, issuing, and safeguarding property, including inventory control.
- Safe handling of firearms and narcotics.
- Federal, state, and city laws and ordinances pertaining to the handling and disposal of firearms, narcotics and evidential and other property, including chain-of-evidence records.
- Safety precautions involved when handling hazardous materials, including bio-hazards.
- Computer terminal operations related to the entry and retrieval of information pertaining to property and evidence.
- Proper methods used in the destruction of hazardous materials. Knowledge of common tools, supplies and equipment.
- Pertinent local, State and Federal laws, ordinances and rules, public records acts, and penal code sections.
- Criminal justice procedures including knowledge of court rules and procedures.

Skill or Ability to:

- Testify in court.
- Safely handle and store firearms, narcotics, evidential and other property.
- Effectively communicate, both verbally and in writing.
- Understand and follow written and oral instructions.
- Read and write English at a level necessary to perform the duties assigned.
- Perform simple arithmetic computations.
- Establish and maintain effective working relationships with those contacted during the performance of assigned duties.
- Read and interpret rules, policies, procedures, and written instructions.
- Maintain clear and accurate records.
- Establish and maintain effective working relationships with those contacted in the course of the work.
- Use initiative and sound judgment within established guidelines.
- Type accurately at a rate of 45 net words per minute.
- Understand and interpret Police Officer Standards and Training (POST) guidelines regarding the handling of property and evidence.

EDUCATION AND EXPERIENCE:

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

One (1) year of full-time experience in property and evidence storage keeping, materials handling, delivery of supplies, or closely related field, which involved moderately heavy labor, preferably in a law enforcement environment.

Licenses, Certifications, and Equipment

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

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, and to operate a motor vehicle to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. Standing in and walking between work areas is frequently required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification frequently bend, stoop, kneel, and reach to perform assigned duties, as well as push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 30 pounds with the use of proper equipment.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures. The principal duties of this class are performed in a police station environment with exposure to criminal offenders, mentally ill individuals, and persons potentially infected with communicable diseases. Willingness and ability to work any shift; work holidays, weekends, scheduled and emergency overtime; be available on call, as required; willingness to work a variety of assignments and to rotate to different assignments as directed. Wear uniform or professional business attire required; comply with departmental grooming standards.

NEWARK
california

City of Newark

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

To: Newark Police Association Executive Board

From: David Benoun, City Manager
Lenka Hovorka, Assistant City Manager

Date: July 22, 2024

This will serve as a side letter to the City of Newark (City) and the Newark Police Association (NPA) July 1, 2019 - June 30, 2022 Memorandum of Understanding (MOU), revised July 28, 2022 to extend the MOU term through June 30, 2025. The purpose of this side letter is to address representation of the new classification of Property and Evidence Technician and to memorialize the compensation increase for the classification of Police Records Supervisor.

The City and Association have met and conferred and agreed to the following amendments below to provide that NPA serve as the sole and exclusive bargaining representative for the new Property and Evidence Technician classification. This side letter will become effective upon approval by the City Council.

The City and NPA agree to the following amendments to the MOU:

1. Add "Property and Evidence Technician" to Section III. DEFINITIONS, Subsection G

2. Repeal and replace Section VII. UNIFORM ALLOWANCE, Subsection B in its entirety as follows:

   B. <u>Public Safety Dispatchers, Lead Public Safety Dispatchers, Public Safety Dispatch Supervisors, Public Safety Clerks, Property and Evidence Technician, and Police Records Supervisor</u>

      1. Effective July 1, 2019 upon appointment to the classifications of Public Safety Dispatcher, Lead Public Safety Dispatcher, Public Safety Dispatch Supervisor, Public Safety Clerk, Property and Evidence Technician, or Police Records Supervisor a full-time regular employee shall be reimbursed by the City for the purchase of City- approved uniform shirts and pants up to an amount equal to the maximum of the annual uniform allowance in effect on the date of appointment to Public Safety Dispatcher, Lead Public Safety Dispatcher, Public Safety Dispatch Supervisor, Public Safety Clerk, Property and Evidence Technician, or Police Records Supervisor. Reimbursement shall be made upon receipt of evidence of purchase.

2. Effective July 1, 2019, existing employees in the classifications of Public Safety Dispatcher, Lead Public Safety Dispatcher, Public Safety Clerk, Property and Evidence Technician, or Police Records Supervisor a full-time regular employee shall be reimbursed by the City for the purchase of City- approved uniform shirts and pants up to an amount equal to the maximum of the annual uniform allowance in effect on the date of appointment to Public Safety Dispatcher, Lead Public Safety Dispatcher, Public Safety Clerk, Property and Evidence Technician, or Police Records Supervisor. Reimbursement shall be made upon receipt of evidence of purchase.

3. Upon completion of 12 months of continuous active employment or upon reinstatement, Public Safety Dispatchers, Lead Public Safety Dispatchers, Public Safety Dispatch Supervisors, Public Safety Clerks, Property and Evidence Technician, and Police Records Supervisors shall receive a monthly uniform allowance of $45.

3. Add "Property and Evidence Technician" to the positions listed in Section XII. HOLIDAYS, Subsection B.

4. Repeal and replace Section XXVII. WORK SCHEDULES, Subsection C in its entirety as follows:

B. <u>Public Safety Clerk, Property and Evidence Technician, and Police Records Supervisor</u>

1. A standard work schedule for the Public Safety Clerk, Property and Evidence Technician, and Police Record Supervisor shall be 40 hours per week. The normal workweek will be 40 hours with consecutive 8-hour days beginning or ending on any day of the week. The standard workweek begins at 12:01 a.m. Monday morning and ends at 12:00 midnight on Sunday.

2. The Public Safety Clerk, Property and Evidence Technician, and Police Record Supervisor have the option to request working an alternate work schedule (Four-Ten). The authorization to work an alternate work schedule shall be the sole discretion of the department head. Operational needs of the department shall be the primary consideration in decisions to approve or deny requests.

5. Add "Property and Evidence Technician" to Attachment A, the list of "Regular Full-Time/Part Time Classifications".

6. Add the following revisions to the table in Attachment A.5

PROPERTY AND EVIDENCE TECHNICIAN	$6,974.93 $40.24	$7,323.22 $42.25	$7,689.07 $44.36	$8,075.60 $46.59	$8,477.73 $48.91
POLICE RECORDS SUPERVISOR	$8,065.20 $46.53	$8,467.33 $48.85	$8,890.27 $51.29	$9,335.73 $53.86	$9,803.73 $56.56

Dated: _____

For the City of Newark:

_____

David J. Benoun, City Manager

For the Newark Police Association Employees:

_____

Steven Losier, President

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING THE COMPENSATION AND BENEFIT PLAN FOR THE MANAGEMENT, SUPERVISORY, AND PROFESSIONAL EMPLOYEES GROUP; AMENDING THE 2024-2026 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN; APPROVING AN AMENDMENT TO THE CITY'S SALARY SCHEDULE IN CONFORMANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

WHEREAS, the 2024-2026 Biennial Budget and Capital Improvement Plan was adopted by the City Council via Resolution 11665 on June 27, 2024; and

WHEREAS, the City conducts labor market surveys to ensure compensation is at or above the labor market average and monitor staffing needs per department; and

WHEREAS, the City, based on its analysis of a labor market study, has determined that it is appropriate to increase the salary range for the City Clerk classification from Range 16 to Range 17; and

WHEREAS, the City, based on its analysis of the Building Inspection Division of the Public Works Department, has determined that the needs of the division support the replacement of one Limited Term Temporary Office Assistant with one (1) full-time equivalent (FTE) Permit Technician upon the expiration of the Office Assistant's term; and

WHEREAS, amending the salary range for the City Clerk classification and the additional personnel allocation require amendments to the 2024-2026 Biennial Budget and Capital Improvement Plan; and

WHEREAS, the salary increase for the City Clerk classification requires an amendment to the City's Salary Schedule and the Management, Supervisory, and Professional Employee Group Compensation and Benefit Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the 2024-206 Biennial Budget and Capital Improvement Plan of the City of Newark adopted by Resolution 11665 on June 27, 2024 is hereby amended to change the personnel allocation for the Building Inspection Division of the Public Works Department from one (1) Office Assistant to one (1) FTE Permit Technician, effective October 17, 2024.

BE IT FURTHER RESOLVED that the City Council of the City of Newark hereby approves an amendment to the Compensation and Benefit Plan for the Management, Supervisory, and Professional Employee Group to reflect the compensation increase for the City Clerk classification, as listed below.

BE IT FUTHER RESOLVED that the City Council hereby approve an amendment to the City's Salary Schedule to reflect the compensation adjustments of the City Clerk as follows, retroactive to July 1, 2024:

Classification		Step 1	Step 2	Step 3	Step 4	Step 5
City Clerk	Hourly Biweekly Annual	$78.65 $6,292.00 $163,592.00	Range 17			$94.37 $7,549.60 $196,289.60

BE IF FUTHER RESOLVED that the City Council hereby authorizes an amendment to the 2024-2026 Biennial Budget and Capital Improvement Plan for Fiscal Year 2025 as follows:

TO:	Budget Code	City Managers Office Salaries	$12,840.00
FR:	110.3000	Unallocated Fund Balance	$12,840.00
TO:	Budget Code	Building Inspection Salaries	$73,116.00
FR:	110.3000	Unallocated Fund Balance	$73,116.00

STAFF REPORT

Item D. 7.

DATE	07/25/2024
TO	Honorable Mayor and City Council Members
FROM	Cathreene Ingham-Watters, Human Resources Director
SUBJECT	Adopt a resolution approving a Side Letter to the Memorandum of Understanding between the City of Newark and the Newark Association of Miscellaneous Employees

SUMMARY AND RECOMMENDATION

Staff recommends that the City Council adopt a resolution to approve a side letter with the Newark Association of Miscellaneous Employees to expand the classifications that are eligible to receive Special Pay for pesticide spraying.

BACKGROUND

In the current Memorandum of Understanding (MOU) between the City of Newark and the Newark Association of Miscellaneous Employees (NAME), there are three Landscape and Parks Maintenance Worker classifications that are eligible for a 5% increase of base pay for the time spent spraying pesticides. Employees in other maintenance classifications have obtained their Qualified Applicator Certificate (QAC) to spray pesticides and are available and willing to use their certificate to spray pesticides for the City of Newark.

DISCUSSION/ANALYSIS

Herbicides are applied to all city-owned properties, including parks, rights-of-way, streets, and city-owned facilities to abate weeds. Due to the rising demand for services and concerns from residents, the Maintenance Division desires to use all certified employees for herbicide applications and increase the number of hours for spraying per year. The eligible classifications would be expanded to include Building Maintenance Mechanic I/II, Equipment Mechanic I/II, General Laborer, Landscape and Parks Maintenance Worker I/II, Senior Building Maintenance Mechanic, Senior Equipment Mechanic, Senior Landscape Inspector, Senior Landscape and Parks Maintenance Worker, Senior Street Maintenance Worker, and Street Maintenance Worker I/II.

Currently, the Division has six (6) employees with their active QAC and three (3) employees working to obtain the certificate. City staff met and conferred with NAME to develop a Side Letter to expand the classifications that are eligible to receive 5% over base pay for actual time performing pesticide spraying.

FISCAL IMPACT

The estimated fiscal impact of this item is $21,587 (approximately 430 hours) for Fiscal Year (FY) 2025. To fund this, a budget appropriation from the General Fund's unappropriated fund balance will be required for FY 2025 and FY 2026. For fiscal years beyond 2026, the cost will be proposed for City Council approval through the regular biennial budget process.

REVIEW AND APPROVAL

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

Attachments

Resolution NAME Side Letter Spray Pay

Side Letter NAME

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING A SIDE LETTER BETWEEN THE CITY OF NEWARK AND THE NEWARK ASSOCIATION OF MISCELLANEOUS EMPLOYEES

WHEREAS, the City of Newark and the Newark Association of Miscellaneous Employees (NAME) have a Memorandum of Understanding (MOU) from July 1, 2022 to June 30, 2025; and

WHEREAS, the current MOU describes Special Assignment Pay for various circumstances, including an agreement to pay Landscape and Park Maintenance Worker I/II and Senior Landscape and Parks Maintenance Worker employees certified to spray pesticides 5% above their compensation base pay for actual time performing pesticide spraying; and

WHEREAS, maintaining the landscaping and providing consistent weed abatement in Newark is a vital aspect for the City and its residents and their safety; and

WHEREAS, expanding the Maintenance Division classifications that are eligible to receive 5% above their compensation base pay for time spraying pesticides will allow for greater flexibility and better service to our community; and

WHEREAS, the City Manager or designee met and conferred with representatives of NAME related to the above matter and have agreed upon a Side Letter regarding spray eligibility.

NOW THEREFORE, BE IT RESOLVED that the City Council approves a Side Letter to the Memorandum of Understanding with the City of Newark and the Newark Association of Miscellaneous Employees to expand the eligible classifications for pesticide spraying to include Building Maintenance Mechanic I/II, Equipment Mechanic I/II, General Laborer, Landscape and Parks Maintenance Worker I/II, Senior Building Maintenance Mechanic, Senior Equipment Mechanic, Senior Landscape Inspector, Senior Landscape and Parks Maintenance Worker, Senior Street Maintenance Worker, and Street Maintenance Worker I/II.

BE IT FURTHER RESOLVED that the City Council hereby approves an amendment of the 2024-2026 Biennial Budget and Capital Improvement Plan for FY 2025 and FY 2026 to appropriate funding as follows:

TO:	140.60.064.643	PARK & LANDSCAPE MAINTENANCE	$ 21,587
FR:	140.3000	UNAPPROPIRATED FUND BALANCE	$ 21,587

City of Newark

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

To: Newark Association of Miscellaneous Employees Executive Board

From: David Benoun, City Manager
Lenka Hovorka, Assistant City Manager

Date: June 20, 2024

This will serve as a side letter to the City of Newark (City) and the Newark Association of Miscellaneous Employees (NAME) July 1, 2022 – June 30, 2025 Memorandum of Understanding (MOU). The purpose of this side letter is expand Maintenance Division classifications eligible for additional compensation when spraying pesticides. The side letter will become effective upon approval by the City Council.

The City and Association have met and conferred and agreed to the following amendments to the MOU:

- Repeal and replace Section XV: ACTING/SPECIAL PAY, D. as indicated in the redline version below:

  The City agrees to pay ~~Landscape and Park Maintenance I/II and Senior Landscape and Park Maintenance Worker~~ employees in the following classifications, who are certified to spray pesticides, 5% above their compensation base pay for actual time performing pesticide spraying: Building Maintenance Mechanic I/II, Equipment Mechanic I/II, General Laborer, Landscape and Parks Maintenance Worker I/II, Senior Building Maintenance Mechanic, Senior Equipment Mechanic, Senior Landscape Inspector, Senior Landscape and Parks Maintenance Worker, Senior Street Maintenance Worker, and Street Maintenance Worker I/II~~.~~

Dated: 6-20-2024

For the City of Newark:

Lenka Hovorka, Acting City Manager

For the Newark Association of Miscellaneous Employees:

Angela Montez, President

STAFF REPORT

Item D. 8.

DATE	07/25/2024
TO	Honorable Mayor and City Council Members
FROM	Michelle Villanueva, Senior Accountant
SUBJECT	Adopt a resolution establishing the Fiscal Year 2025 Tax Appropriations Limit

SUMMARY AND RECOMMENDATION

Staff recommends that the City Council, by resolution, establish a Tax Appropriations Limit and update the annual adjustment factors for Fiscal Year 2025.

In November 1979, California voters approved Proposition 4 (the Gann Initiative) that added Article XIIIB to the State Constitution. The State Legislature added Division 9 (commencing with Section 7900) to Title I of the Government Code to implement Article XIIIB as amended with Proposition 98 in 1988 and Proposition 111 in 1990.

The original legislation implementing the provisions of Article XIIIB became effective January 1, 1981. In accordance with that legislation, the governing body of each local jurisdiction in California must, by resolution, establish a Tax Appropriations Limit (also referred to as the GANN Limit). The Tax Appropriations Limit is based on actual appropriations during the State of California Fiscal Year 1978-79 and adjusted each year using population and inflation adjustment factors.

BACKGROUND

California's voters approved Proposition 111 on June 5, 1990, amending Article XIIIB. Proposition 111 allows local jurisdictions to choose among measures of inflation and population growth to compute the adjustment factor. The measures for inflation (price factors) include growth in California's per capita income or growth in the City’s gross assessed valuation due to new non-residential construction, while measures for population growth include population growth within the county or city.

In 2022, state policy required local agencies to report state subventions that would cause them to exceed local appropriations limits. The state would then count those that exceeded the local limits, at the state level instead. The state budget excluded certain local subventions from their limit, to avoid exceeding the Gann Limit. Local agencies must now include the state subventions within their appropriation limits.

DISCUSSION/ANALYSIS

On June 23, 2023 the City Council adopted Resolution No. 11521 establishing the Fiscal Year 2024 Tax Appropriations Limit to $511,828,858. The City's Tax Appropriations Limit was calculated using the percentage change in California per capita income as the price factor adjustment since the Local assessment roll data necessary to calculate the percentage change in the nonresidential assessed valuation is generally not available from the County Assessor's Office until well into the fiscal year. In the absence of final information on this important factor, it is recommended that the known California per capita personal income of 3.62 percent be adopted for Fiscal Year 2025. For the population adjustment factor, it is recommended that the County's percent change in population of -0.54 percent be adopted for Fiscal Year 2025 since the higher percentage change in population is most advantageous to the City.

In accordance with Proposition 111 guidelines, and based on the above information, the proposed Fiscal Year 2025 Tax Appropriations Limit is $527,493,135. The 2024-2025 Biennial budget appropriations subject to the limit are estimated to be well below the proposed Tax Appropriations Limit.

FISCAL IMPACT

There is no fiscal impact.

REVIEW AND APPROVAL

Prepared by - Michelle Villanueva, Senior Accountant
Reviewed by - Gloria del Rosario, Deputy Finance Director
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - Lenka Hovorka, Assistant City Manager

Attachments

Tax Appropriate Resolution

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ESTABLISHING THE TAX APPROPRIATIONS LIMIT AND UPDATING THE ANNUAL ADJUSTMENT FACTORS FOR FISCAL YEAR 2025

WHEREAS, pursuant to Article XIIIB of the Constitution of the State of California, the City Council of the City of Newark has established a "Tax Appropriations Limit" for Fiscal Year 2025; and

WHEREAS, the provisions of Article XIIIB became effective January 1, 1981 requiring the governing body of each local jurisdiction in California to establish a Tax Appropriations Limit (also referred to as the GANN Limit) each fiscal year by resolution; and

WHEREAS, Proposition 111 allows local jurisdictions to choose among measures of inflation and population growth to compute the adjustment factor. The measures for inflation (price factors) include growth in California per capita income or growth in the City's gross assessed valuation due to new non-residential construction; while measures for population growth include population growth within the county or city.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark, in accordance with Proposition 111 guidelines, and based on the known adjustment factors of 3.62 percent change in California per capita income and a -0.54 percent change in the population growth for the City of Newark, hereby establishes the amount of $ 527,493,135 as the Tax Appropriations Limit for Fiscal Year 2025.

STAFF REPORT

Item D. 9.

DATE	07/25/2024
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Resolution granting permission to Vice Mayor Freitas and Council Member Collazo to be absent from City Council meetings

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Vice Mayor Freitas and Council Member Collazo have advised staff that they are unable to attend City Council meetings during the month of July. Pursuant to Resolution No. 11576, the City Council has canceled the August 8 and 22 meetings in order to hold the annual August Recess. The timing of the July absence and the August recess will result in Vice Mayor Freitas and Council Member Collazo missing more than 60 days between regular City Council meetings. Per Government Code Section 36513, if a City Council Member is absent without permission from all regular city council meetings for 60 days consecutively from the last regular meeting he or she attended, their office becomes vacant.

City Staff recommends that the City Council, by resolution, grant permission to Vice Mayor Freitas and Council Member Collazo to be absent from City Council meetings.

Attachments

Resolution

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK GRANTING PERMISSION TO VICE MAYOR FREITAS AND COUNCIL MEMBER COLLAZO TO BE ABSENT FROM CITY COUNCIL MEETINGS

WHEREAS, Vice Mayor Freitas and Council Member Collazo are unable to attend City Council Meetings during the month of July 2024; and

WHEREAS, pursuant to Resolution No. 11576, the City Council has cancelled the August 8 and 22, 2024 regular City Council meetings; and

WHEREAS, pursuant to Government Code Section 36513, a City Council Member absent without permission from all regular City Council meetings for 60 consecutive days vacates their position.

NOW, THEREFORE, BE IT RESOLVED, that the Newark City Council hereby grants Vice Mayor Freitas and Council Member Collazo permission to be absent from the July 2024 City Council meetings.

STAFF REPORT

Item D. 10.

DATE	07/25/2024
TO	Honorable Mayor and City Council Members
FROM	Tonya Connolly, Maintenance Superintendent
SUBJECT	Adopt a resolution authorizing the City Manager to execute an amended Contractual Equipment and Services Agreement with RJMS Corporation DBA Toyota Material Handling of Northern California for the purchase of a sub-compact sweeper

SUMMARY AND RECOMMENDATION

On November 9, 2023, the City Council approved an agreement to purchase a sub-compact sweeper to maintain the Class IV separated bike lanes equipped with posts on Cherry Street and Newark Boulevard. Due to an administrative error, an amendment to the Contractual Equipment and Services Agreement is needed. Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute an amended Contractual Services Agreement with RJMS Corporation dba Toyota Material Handling of Northern California for the purchase of a sub-compact sweeper.

BACKGROUND

The 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024 included funding for the purchase of a sub-compact sweeper and related items as part of the Capital Improvement Plan, Project 1319. On November 9, 2023, City Council approved the purchase of the sub-compact sweeper and related items. Due to an oversight of the quote excluding tax, an amendment to the Contractual Equipment and Services Agreement is needed. As detailed in the November 9, 2023 staff report, City staff utilized cooperative purchasing through Sourcewell which identified RJMS Corporation dba Toyota Material Handling of Northern California as the lowest bidder. City Council authorized the City Manager to enter into an agreement with RJMS Corporation dba Toyota Material Handling of Northern California in an amount not to exceed $165,000. On December 13, 2023, the City Manager entered into an agreement with RJMS Corporation dba Toyota Material Handling of Northern California in the amount of $163,321.00.

DISCUSSION/ANALYSIS

On June 30, 2024, the City received the Madvac LS175 sub-compact sweeper which will streamline debris removal for the newly installed bike lanes to ensure long-term usability and safety. By investing in the sub-compact sweeper, the City further demonstrates its commitment to the well-being and safety of its citizens, promoting the use of bicycles as a viable mode of transportation that will help reduce carbon emissions and encourage environmental stewardship. Clean bike lanes will also enhance the overall appearance of the City, creating a more inviting environment and biking experience for residents and visitors.

Upon receipt of the invoice, it was discovered that the agreement amount of $163,321 did not include tax. Including tax, the total cost of the sub-compact sweeper is $180,824.26. In addition, because it will likely be 30 days beyond the delivery date when payment will be issued, there may be a service charge of up to $2,712.36 (1.5% of the invoice amount), bringing the agreement total to $183,536.62. Due to this administrative error, the previous not to exceed amount in the agreement with RJMS Corporation dba Toyota Material Handling must be increased from $163,321.00 to $183,536.62, requiring an additional $20,215.62. This amount is $18,536.62 over the previously approved amount of $165,000.00 by City Council on November 9, 2023.

FISCAL IMPACT

The 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024 includes sufficient funding in Project 1319 for the additional cost to purchase the sub-compact sweeper.

REVIEW AND APPROVAL

Prepared by - Tonya Connolly, Maintenance Superintendent
Reviewed by - Lenka Hovorka, Assistant City Manager
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Resolution - sub-compact sweeper

Invoice - sub-compact sweeper

Executed Agreement

Nov. 9, 2023 Staff Report - sub-compact sweeper purchase approval

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDED CONTRACTUAL SERVICES AGREEMENT WITH RJMS CORPORATION DBA TOYOTA MATERIAL HANDLING OF NORTHERN CALIFORNIA FOR THE PURCHASE OF A SUB-COMPACT SWEEPER

WHEREAS, the City Council approved Resolution No. 11578 authorizing the purchase of a sub-compact sweeper, Capital Improvement Plan Project 1319; and

WHEREAS, Resolution No. 11578 authorized the City Manager to enter into an agreement with RJMS Corporation dba Toyota Material Handling of California in an amount not to exceed $165,000 for the purchase; and

WHEREAS, the agreement not-to-exceed amount of $163,321.00 did not include tax; and

WHEREAS, the sub-compact sweeper was received on June 30, 2024 and the City may incur a service charge for payment of the invoice beyond 30 days; and

WHEREAS, the total agreement amount must be increased by $20,215.62 to include these aforementioned costs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark herby authorizes the City Manager to enter into an agreement, in a form approved by the City Attorney, for the purchase of a MadVac LS175 sub-compact sweeper from RJMS Corporation dba Toyota Material Handling of California in the amount not to exceed $183,536.62.

BE IT FURTHER RESOLVED that the City Manager is authorized to take all actions necessary to effectuate the intent of this Resolution.

TOTAL INDUSTRIES AN RJMS COMPANY

** INVOICE **

Date	Customer P.O.	Br	Ship Date	Salesman	Customer	Document
12/16/23	2024-643	001	6/28/24	STEVE BURNETT	22006	ML2733

Sold To CITY OF NEWARK
37101 NEWARK BLVD
NEWARK CA 94560 3796

510/578-4310

Ship To CITY OF NEWARK
37101 NEWARK BLVD
NEWARK CA 94560 3796

510/578-4310

Terms NET 30 DAYS

30

Qty	Description	Each	Amount
	MV LS175 92483 MADSD175VRL000008	162,821.00	162,821.00

COMPACT STREET SWEEPER
K203618 CARTRIDGE FILTRUTATION SYSTEM
K200640 PRESSURE WASHER GUN
K200636 ELECTRIC WINDSHIELD DEFROST
HEATED MIRRORS
FIRE EXTINGUISHER
TIRE FLATPROOFING
LED DIRECTIONAL STROBE AT BACK OF UNIT,
2 LED STROBE LIGHTS ON RIGHT AND LEFT SIDES
FRONT AND BACK.

SPARE PARTS:
200775-ET (2) PRE FUEL FILTER
200776-ET(2) FUEL FILTER
MN200778 (2) OIL FILTER
MV200779 (2) AIR FILTER PRIMARY
MV200780 (2) AIR FILTER SECONDARY
200003-ET (2) HYDRAULIC FILTRATION
2000067-ET (3) BRUSH GB POLY
203157-UT (1) SKATE BUSE RH
203158-UT (1) SKATE BUSE LH
203159-UT(1) SKATE BUSE CENTER
201668-DT (1) RUBBER FLAP BASE
201228-DT (1) PLATE FRONT RUBBER FLAP
MV11850 (1) KEY, IGINTION, SPARE, SET OF 2
MV201968(1) KEY, SIDE DOORS

CONTINUED

Payment Terms: Net due on receipt of invoice, unless otherwise specified. Accounts over 30 days are subject to 1 ½% service charge (annual rate 18%), and all costs of collection including reasonable attorney's fees. This invoice is deemed correct unless errors are reported in writing to Total Industries within 10 days of the date hereof.

Please Remit To:
RJMS Corporation dba Total Industries
PO BOX 888526LOS ANGELES, CA 90088-8526

TOTAL INDUSTRIES AN RJMS COMPANY

** INVOICE **

Date	Customer P.O.	Br	Ship Date	Salesman	Customer	Document
12/16/23	2024-643	001	6/28/24	STEVE BURNETT	22006	ML2733

Sold To CITY OF NEWARK
37101 NEWARK BLVD
NEWARK CA 94560 3796

Ship To CITY OF NEWARK
37101 NEWARK BLVD
NEWARK CA 94560 3796

510/578-4310

510/578-4310

Terms NET 30 DAYS

30

Qty	Description	Each	Amount
	DEALER PREP AND DELIVERY	500.00	500.00
	CITY OF NEWARK 971		5,698.74
	CA STATE LOCAL TAX		2,035.26
	CA STATE & COUNTY TAX		9,769.26

ARE YOUR FORKLIFT OPERATORS OSHA CERTIFIED?
CONTACT TMH Training Dept. at 1-800-527-3746.

Total 180,824.26

Payment Terms: Net due on receipt of invoice, unless otherwise specified. Accounts over 30 days are subject to 1 ½% service charge (annual rate 18%), and all costs of collection including reasonable attorney's fees. This invoice is deemed correct unless errors are reported in writing to Total Industries within 10 days of the date hereof.

Please Remit To:
RJMS Corporation dba Total Industries
PO BOX 888526LOS ANGELES, CA 90088-8526

DocuSign Envelope ID: DD5B6037-4C4A-4157-993B-C49D3A52446D

CONTRACTUAL SERVICES AGREEMENT
SUB-COMPACT SWEEPER

This Service Agreement (hereinafter "Agreement") is made and entered into on December 13 , 2023 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and **RJMS CORPORATION DBA TOYOTA MATERIAL HANDLING OF NORTHERN CALIFORNIA**, a California Corporation ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

WHEREAS, City requested proposals to perform the services generally including: LS175 sub-compact sweeper 58.5 HP Tier4 HATZ Engine including heating and air-conditioning, rear-view camera with color monitor, gutter broom speed and down pressure in-cab control, audible engine warning system, and emergency stop button unit.

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

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

NOW, THEREFORE, the Parties hereto agree as follows:

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

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

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

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3. COMPENSATION.

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

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of One Hundred Sixty-Three Thousand Three Hundred Twenty-One and No/100 Dollars ($163,321.00) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by City, evidenced in writing authorizing such additional amount.

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

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

Invoices shall be sent to:

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

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

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

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

4. ADDITIONAL SERVICES. In the event City desires the performance of additional services not otherwise included within Services, such services shall be authorized by

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

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

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

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

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

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

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

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8. INFORMATION AND DOCUMENTATION.

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

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

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

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

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

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

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12. RESERVED

13. RESERVED

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

A. Verification of Coverage.

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

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

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

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

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

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

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

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

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

C. Minimum Limits of Insurance.

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

Consultant shall maintain limits no less than:

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

D. Deductibles and Self-Insured Retentions.

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

E. Claims Made Policies.

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

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

F. Wasting Policies.

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

G. Remedies.

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

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

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

3. Terminate this Agreement.

H. Acceptability of Insurers.

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

I. Other Insurance Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. TERM/TERMINATION.

A. The term of this Agreement shall commence upon the date first hereinabove written and shall expire June 30, 2024.

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

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

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

RJMS CORPORATION DBA TOYOTA MATERIAL HANDLING OF N. CA	**CITY OF NEWARK**
STEVE BURNETT	TONYA CONNOLLY
Consultant	**Administrator**
Address: TMH of N. California Attn: Steve Burnett 6999 Southfront Road Livermore, CA 94551	City of Newark Attn: Tonya Connolly 37101 Newark Boulevard Newark, CA 94560

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF NEWARK,
a municipal corporation

DocuSigned by:
By David Benoun
075767B2C2304C4...
David J. Benoun, City of Newark

Date 12/12/2023

RJMS CORPORATION DBA TOYOTA
MATERIAL HANDLING OF N. CA
a California corporation

DocuSigned by:
By
C3C2E9E3648141A...
Steve Burnett, Commercial Equipment Consultant

Date 12/12/2023

Attest:
DocuSigned by:
Sheila Harrington
AD90989DBABE45E...
Sheila Harrington, City Clerk

Date 12/13/2023

Approved as to form:
DocuSigned by:
Kristopher Kokotaylo
ABFC8AFEC9714E4...
Kristopher J. Kokotaylo, City Attorney

Date 12/12/2023

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EXHIBIT A

SCOPE OF SERVICES

	Qty:	Description			Extended Price
		Base Model			
LS175		LS175 Sub-Compact Sweeper 58.5 HP Tier4 Hatz Engine Includes the following standard features: * Heating & air conditioning * Rear-view camera - color monitor * Gutter broom speed and down pressure in-cab control * Audible engine warning system * Emergency stop button * Fully street legal lighting package including SMV emblem	$ 140,535	1	$ 140,535
		***Must order either Bag or Cartridge System, Cartridge preferred unless height is an issue**			
K202618		*Cartridge filtration system - overall machine height 88"	$ 2,598	1	$ 2,598
		Available Options			
K200840		Pressure washer gun 1800 psi with 20' hose	$ 4,370	1	$ 4,370
K200836		Electric windshield defrost	$ 1,017	1	$ 1,017
K200837		Heated mirrors	$ 523	1	$ 523
K202506		Fire extinguisher 2.2 lb (1 kg. dry powder)	$ 187	1	$ 187
K200841		Tire flatproofing - liquid sealant (all wheels)	$ 523	1	$ 523
		Extended Warranty Options			
WS175-3		Extended warranty coverage: 2 additional years (3-year / 3000 hours)	$ 7,975	1	$ 7,975
		Sourcewell Spare Part pricing only with a machine order! Parts@exprolink.com for dealer Price quotes for non-Sourcewell part prices			
200775-ET		PRE FUEL FILTER (HATZ)	$ 180	2	$ 360
200776-ET		FUEL FILTER (HATZ)	$ 354	2	$ 707
MV200778		OIL FILTER (HATZ)	$ 58	2	$ 116
MV200779		AIR FILTER PRIMARY (HATZ)	$ 109	2	$ 217
MV200780		AIR FILTER SECONDARY (HATZ)	$ 87	2	$ 174
200003-ET		HYDRAULIC FILTRATION ELEMENT	$ 87	2	$ 174
200067-ET		BRUSH GB Poly (LS175) (2-half)	$ 130	3	$ 391
203157-UT		Skate Base RH	$ 42	1	$ 42
203158-UT		Skate Base LH	$ 42	1	$ 42
201668-DT		Rubber Flap Base	$ 109	1	$ 109
203159-UT		Skate Base Center	$ 92	1	$ 92
201228-DT		Plate Front Rubber Flap	$ 15	1	$ 15
MV11850		KEY, IGNITION, SPARE. Set of 2	$ 29	1	$ 29
MV201968		KEY, SIDE DOORS	$ 29	1	$ 29

LED Directional Strobe arrow at the back Unit, 2 LED Strobe Lights on Right and Left sides front and Back $ 2,595.00

Madvac®

Dealer Prep and Delivery	$	500.00
Freight:Sourcewell Membership		Included
TOTAL INVESTMENT (Before Tax):	$	163,321.00

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EXHIBIT B

PAYMENT

Payment within 30 days of receipt of invoice after delivery of sub-compact sweeper model LS175.

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EXHIBIT C

QUALIFICATIONS

RJMS Corporation DBA Toyota Material Handling of Northern California is family owned and founded in 1997 with locations currently in Livermore, Fresno, West Sacramento and Salinas. Toyota Material Handling is Northern and Central California's leading provider of material handling products including forklifts, aerial equipment, sweepers, and order pickers.

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RESOLUTION NO. 11578

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING A CONTRACTUAL EQUIPMENT AND SERVICES AGREEMENT WITH RJMS CORPORATION DBA TOYOTA MATERIAL HANDLING OF NORTHERN CALIFORNIA FOR THE PURCHASE OF A SUB-COMPACT SWEEPER

WHEREAS, the 2022-2024 Biennial Budget and Capital Improvement Plan includes funding in Fiscal Year 2024 for the purchase of a sub-compact sweeper and a trailer through the City's Capital Improvement Plan for the Maintenance Division of the Public Works Department, Project 1319; and

WHEREAS, Sourcewell, a service cooperative that provides cooperative purchasing for governmental agencies, issued Contract No. 093021 for the MadVac LS175 sub-compact sweeper to RJMS Corporation dba Toyota Material Handling of Northern California; and

WHERAS, RJMS Corporation dba Toyota Material Handling of Northern California is the local distributor for this sub-compact sweeper; and

WHEREAS, the City of Newark is a participating agency with Sourcewell and can purchase a MadVac LS175 sub-compact sweeper at a cost of $165,000 from RJMS Corporation dba Toyota Material Handling of Northern California.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby authorizes the City Manager to enter into an agreement, in a form approved by the City Attorney, for the purchase of a MadVac LS175 sub-compact sweeper from RJMS Corporation dba Toyota Material Handling of California in the amount not to exceed $165,000.

BE IT FURTHER RESOLVED that the City Manager is authorized to take all actions necessary to effectuate the intent of this Resolution.

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I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on November 9, 2023, by Council Member Freitas who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

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

APPROVED:

MICHAEL K. HANNON
Mayor

ATTEST:

SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
City Attorney

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Sourcewell

Solicitation Number: RFP #093021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Exprolink Inc., 2170 de la Province Longueuil, Quebec Canada J4G 1R7 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 16, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/15/2021 | 11:34 AM CST

Exprolink Inc.

DocuSigned by:
Jean Bourgeois
8870705E846A450...

By: _____
Jean Bourgeois
Title: President
Date: 11/15/2021 | 4:52 PM CST

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 11/15/2021 | 4:52 PM CST

RFP 093021 - Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies

Vendor Details

Company Name:	Exprolink Inc.
Does your company conduct business under any other name? If yes, please state:	Exprolink / Madvac
Address:	2170 de la Province Longueuil, Quebec J4G 1R7
Contact:	George Bally
Email:	gbally@exprolink.com
Phone:	855-651-0444 29
Fax:	450-651-0447
HST#:	856492020

Submission Details

Created On:	Friday August 13, 2021 00:29:24
Submitted On:	Tuesday September 28, 2021 10:06:52
Submitted By:	George Bally
Email:	gbally@exprolink.com
Transaction #:	70634c69-a6ca-48e3-bcfd-0b93e1f89c73
Submitter's IP Address:	147.253.129.62

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Full Legal Name: Exprolink Inc. Mailing Address: 2170 de la Province, Longueuil, Québec, Canada, J4G 1R7 Email Address: info@exprolink.com Telephone Number: 1-855-651-0444 US Tax Identification Number: EIN: 98-1225971 Canada Tax Identification Numbers: Federal Government of Canada (GST): 856492020 Province of Quebec: 1214412485	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Full Legal Name: Exprolink Corp. Location: Littleton NC Mailing Address: 2170 de la Province, Longueuil, Québec, Canada, J4G 1R7 Email Address: info@exprolink.com US Tax Identification Number: EIN: 98-1225971 (See uploaded document in Financial Strength folder "Exprolink Corp.")	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Our Proposer DBA names are: 1 - Exprolink / 2 - Exprolink/Madvac / 3 – Madvac	*
4	Proposer Physical Address:	2170 de la Province, Longueuil, Québec, Canada J4G 1R7 (See uploaded document in Financial Strength folder "Exprolink head office")	*
5	Proposer website address (or addresses):	www.madvac.com / www.exprolink.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jean Bourgeois President 2170 de la Province, Longueuil, Québec, Canada J4G 1R7 hjb@exprolink.com Office : 1-855-651-0444 ex. 21 / Cel. 514-627-7373.	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	George Bally Sales & Marketing Manager – USA / Canada 2170 de la Province, Longueuil, Québec, Canada J4G 1R7: gbally@exprolink.com Office: 1-855-651-0444 ex. 29 / Cel. 514-884-0296	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Louis Martin Durand General Manager 2170 de la Province, Longueuil, Québec, Canada J4G 1R7: lmd@exprolink.com Office : 1-855-651-0444 ex. 23 / Cel. 514-773-4691.	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Exprolink is a wholly owned subsidiary of Viconnex Inc., a holding company based in Montreal, Canada who also owns Omega Liquid Waste Solutions Inc. www.omega-lws.com. Since 2011, Exprolink is the sole manufacturer and distributor of the Madvac product line. Take note of new Exprolink and Madvac logos – will be fully deployed on our website, social media, and all company documents before the end of November 2021. (See uploaded document in Financial Strength folder "New Exprolink and Madvac logos") Madvac began its activities in 1987 and quickly developed a lasting impression in the industry for the quality and uniqueness of its different compact outdoor cleaning vehicles. With 5000+ units sold worldwide, the Madvac line solidified its name and global presence in both public and private sector markets. Today, Exprolink is the fastest growing compact litter vacuum vehicle manufacture in the world. Our Madvac product line is specifically designed to help customers quickly and safely remove litter in all the areas that large street sweepers can't access or manage. This is what makes Madvac models so unique. (See uploaded documents in Financial Strength folder "Madvac models/litter applications and Exprolink-Madvac history") Our products are sold via a vast network of trained, independent dealers and agents. Exprolink/Madvac is currently active in the following geographical markets: North America - all provinces in Canada, all states in the USA (including Hawaii and Alaska), Mexico, Puerto Rico; South America - Chili, Columbia, Peru; Middle East - Saudi Arabia, U.A.E.; Asia - Hong Kong, Malaysia, Philippines, Singapore, South Korea. In the United States and Canada, important to note that becoming a Sourcewell awarded contract vendor in 2018 led to a growing number of customers purchasing Madvac equipment direct, without involving a local dealer or agent. Contrary to big street sweepers and other large pieces of equipment, our units are less complex, have less parts, and can easily be maintained by any experienced mechanic. Our Sourcewell contract facilitated the procurement process which helped a lot with these customers. (See uploaded document in Financial Strength folder "Reference letter - Rapid City") Exprolink strives to help clients around the world meet their environmental cleaning challenges by creating quality Madvac vehicles that support their needs. Exprolink core values include Excellence, Respect, Teamwork and Creativity. We see the future as a multitude of exciting growth opportunities. We are proud of the machines we build, our attention to detail, our constant efforts to improve their safety and performance. We listen to our clients because we know their feedback is critical in helping us better serve their changing needs. (See uploaded document in Financial Strength folder "Core values & philosophy") 2021 is a very exciting year for Exprolink management and staff as we approach November launch of new production line for the 2nd generation LN50 and LR50 electric litter vacuum vehicles. These truly unique machines powered using lithium NMC battery packs from our strategic partner Zero Motorcycles based in Scotts Valley CA, will offer up to 9hr autonomy, and attract many new fleet customers across the USA and Canada. (See uploaded document in Financial Strength folder "Exprolink-Zero press release")	*
10	What are your company's expectations in the event of an award?	Our expectations are simple: continue to increase our current Sourcewell sales. 2021 has been a record year for Exprolink/ Sourcewell sales (122017-EXP). We wish to pursue this exciting growth and satisfy the litter control needs of many more Sourcewell members throughout the United States and Canada. (See uploaded document in Financial Strength folder "Sourcewell sales - Exprolink") Despite the pandemic, decision by company Tennant to discontinue the popular ATLV 4300 dramatically impacted our LN50 and LR50 sales both in Canada and especially in the USA. The best is yet to come as many existing ATLV customers will need to replace their units in the coming years. This, combined to our upcoming launch of the 2nd generation LN50 and LR50 vocational electric vehicles (VeV) will clearly position our company to sell more than 100 Madvac units each year with Sourcewell. (See uploaded document in Financial Strength folder "Tennant ATLV – Madvac LN/LR50") We are also confident this sales objective is attainable based on the following: 1) There is more off-road litter today than ever before - the need for our equipment keeps increasing year after year. Covid pandemic has increased awareness relative to the dangers of masks, gloves, and other medical accessories littering the landscape. Public safety is a priority - Madvac ride-on compact litter vacs are ideally suited to address this need. 2) Our network of authorized Madvac dealers and agents has never been as strong as today allowing us to offer nationwide coverage. 3) Addition of company National Sales Manager, 3 Regional Sales Managers and 3 Field Service Technicians in the USA will increase our level of support and service for all dealers/agents, and end-users 4) Our ability to sell direct and service customers keeps growing and is particularly effective when customers use Sourcewell instead of the conventional long and tedious bid process. 5) Growing Canoe Procurement outreach and presence in Canada will benefit us greatly since we are a Canadian company already close to the market. 6) Addition since 2020 of new personnel and resources in our marketing department has led to best-ever Madvac social media presence - we are currently receiving each week a record number of new, incoming leads/quote requests despite the on-going pandemic. 7) Our LS125 VeV sweeper coming in Q1 2022 will quickly attract many new customers because of its very competitive price, unique characteristics, low dB, and up to 9hr autonomy. 8) Our firm intention to continue directing all our business development and marketing efforts around Sourcewell as we have done with our current contract 122017-EXP.	*

11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	From the very beginning Exprolink demonstrated its ability of being a financially sound and profitable organization. In addition to the guidance and skills of our excellent management team, the company is supported by recognized financial partners who believe in our activities and expansion (See uploaded document in Financial Strength folder "BMO reference letter") In 2019-2020, after a very detailed examination of our company, product line, manufacturing capabilities, distribution channels, and market potential, one of Quebec's largest and most successful investment funds named Fonds de Solidarité FTQ decided to invest 3 million dollars in Exprolink. https://www.fondsftq.com/en This significant achievement also landed Exprolink on first pages of the FTQ annual report to its shareholders. As of July 31st, 2021, Exprolink enjoys a working capital ratio nearing 2, a debt/equity ratio of 0,75 with 57% of its total assets financed with equity in spite of the negative impact of Covid-19 in its financial results for the year ending July 31st 2020 and some remaining negative impact in 2021. (See uploaded document in Financial Strength folder "FTQ 2020 annual report - page 42") About the Fonds de Solidarité FTQ (Extract from their website) Created in 1983, the Fonds de solidarité FTQ is a development capital fund that calls upon the solidarity and savings of Quebecers to help fulfill its mission to contribute to Québec's economic growth by creating, maintain or protecting jobs through investments in small and medium-sized businesses in all spheres of activity. The Fonds also seeks to encourage Quebecers to save for retirement and to offer its over half a million shareholders-savers a reasonable return over and above the outstanding tax benefits they receive by purchasing Fonds shares.With net assets of $17.2 billion as at May 31, 2021, the Fonds de solidarité FTQ has become a hub of knowledge and resources for Québec businesses and a key player in the local economy. FTQ's $3M investment in our company allowed us to completely redesign and expand our entire production floor and accelerate our electrification program of all our models. This major project completed summer 2021 practically doubled our production capability, increased the footprint/inventory of our Exprolink/Madvac Parts department, and most importantly, set-up for the November 2021 launch of the electric LN50 and LR50 production line. In addition, this project enabled us to improve our production efficiency with new tooling, more effective assembly workflow and procedures, and provide an even safer work environment for our employees. To summarize, in our company's entire history never has our production floor and manufacturing capabilities been as efficient and strong as it is today. (See uploaded documents in Financial Strength folder "FTQ letter to Sourcewell", "FTQ 3M investment", and "Exprolink-Zero press release")	*
12	What is your US market share for the solutions that you are proposing?	Our overall market share is quickly evolving and will continue to do so in the coming years. Here is our assessment of market share for each model, and why we believe Exprolink will experience rapid sales growth in 2022 and beyond: Portable vacuum LP61-G: Market share virtually 100%: in the past 10 years we have not lost a single order to a competitor for this machine. 2 main reasons: a) very few companies offer a similar-type machine, and b) these companies are all located overseas. Considering the low cost of the unit + expensive freight charges to ship from abroad into North America, no one can compete against the LP61-G. (See uploaded document in Financial Strength folder "61-G recent customers") In late 2021, Sourcewell members who purchase LP61-G skid-mount will also have the possibility of ordering a new option for the machine known as LC400 and LC600 Collector. This unique trailer-mount electric portable trash collector will attract even more customers to purchase the LP61-G. Operator will be able to transfer litter from the 61-G skid-mount unit to the Collector unit for increased litter capacity and efficiency out in the field. The LC400 offers 4 cubic yards of litter capacity, and the LC600 provides 6 cubic yards. (See uploaded document in Marketing Plan folder "LP61-G - electric Collector option") LN50 and LR50 ride-on litter vacuum - diesel and electric: Market share virtually 100%: with Tennant discontinuing the ATLV 4300 in 2020, not a single company remains on the market that offers an equivalent alternative except the Madvac LN50 and Madvac LR50 (48" wide, all-terrain, ride-on litter vacuum vehicle) (See uploaded document in Financial Strength folder "Tennant ATLV – Madvac LN/LR50") As a result, the entire market for that machine type now belongs to Exprolink. Said differently, we now get all the POs unless client does not have the available budget to purchase. To illustrate the impact of Tennant's decision, our combined LN50 and LR50 Sourcewell sales in 2019 were roughly $70,000 USD, $82,000 USD in 2020, and so far in 2021 more than $1,100,000 USD!! This growth is only beginning and will continue to increase in 2022 and beyond. (See uploaded document in Financial Strength folder "LN/LR 50 recent customers") Launch in November 2021 of the 2nd generation LN50 and LR50 VeV's will position Exprolink to further attract many existing ATLV customers and many new government and educational customers who insist on eco efficient litter removal solutions for their fleet. We have witnessed a strong increase in demand over the past year and expect our VeV's to quickly become our best-selling units heading into 2022. LS175 compact sweeper: Market share 20 to 30%: this will increase starting Q1 2022 with launch of the new LS125 electric unit. This price competitive, unique machine will offer up to 9hr autonomy and meet rapidly growing demand for a zero emission 48-inch-wide sweeper. This machine also has the perfect height for indoor parking garages. (See uploaded document in Financial Strength folder "LS175 recent customers")	*
13	What is your Canadian market share for the solutions that you are proposing?	For all our models, answer is identical to Line Item 12 with the exception that in Canada, prior to Tennant discontinuing the ATLV 4300, our LN50 and LR50 litter vacuum models already had roughly 75% of the market share.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Exprolink Inc. has never filed for bankruptcy protection.	*

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Answer: is b) Exprolink is the sole manufacturer of the registered trademark Madvac. Distribution of our products is done through our network of trained, independent dealers and agents that effectively cover all 50 states in the USA and the 10 Canadian provinces. Our effective sales force exceeds 300 representatives who actively engage with decision-makers in the outdoor cleaning industry. None of our dealers or agents have signed exclusivity in the territory they cover - this allows Sourcewell members to select which Madvac dealer or agent they prefer to work with, and also gives them the possibility if they wish, of purchasing their Madvac unit(s) directly from Exprolink. These customers all have their own experienced mechanics who have the necessary skills to do maintenance and repairs on our machines. Important to mention our equipment is simpler than large street sweepers or other specialty vehicles. As a result, any seasoned mechanic can easily maintain our units. (See uploaded document in Financial Strength folder "Reference Letter - City of Bremerton") All Madvac dealers/agents have a solid background in the sweeping / litter collection industry. Their sales representatives have strong technical skills and the ability to properly assess customer needs. - Conduct sales and business development activities - Prepare and present quotes - Receive and process purchase orders - Manage PDI and delivery of equipment at client location - Train end-users on the safe and proper operation of all Madvac vehicles - Provide on-going warranty and service All Madvac DEALERS: a) have a sales team fully trained by Exprolink personnel for the Madvac product line b) have Madvac presence on their own website c) promote the Madvac line on social media, at trade shows, and other industry events d) typically have one or more Madvac demo units at their location e) have qualified staff for full service and repair of all our machines – trained by Exprolink personnel f) have an inventory of Madvac consumables and spare parts All Madvac AGENTS a) have a sales team trained by Exprolink personnel for the Madvac product line** b) typically have several nearby Madvac customers willing to show their unit to potential customers c) have qualified staff for full service and repair of all our machines – trained by Exprolink personnel. ** a very limited number of Madvac agents do not sell our equipment – however they offer complete service and maintenance on all our units. To support our many USA dealers and agents, and to also support customers who purchase directly from Exprolink, our company has a USA National Sales Manager located in NC, 3 USA Regional Sales Managers (NC, TX, CA), and 1 (soon 3) Field Service Technicians (NC). All are Exprolink Corp. employees, our USA subsidiary. In Canada, aside from direct sales possibilities, we cover the territory with 5 well established dealers, each being recognized leaders in the outdoor cleaning industry: We have a Canada National Sales Manager, a team of 2 Regional Sales Managers, and 2 Field Service Technicians to support our Canadian dealers and direct sale customers. All are Exprolink employees. (See uploaded document in Financial Strength folder "Madvac territory maps") Whether in Canada or the USA, never have our Madvac dealers and agents been supported and trained as well as today. Our National Sales Managers, RSM"s and FST's are very present for face-to-face meetings, client demos, equipment deliveries, on-going training, quick response & support to any equipment malfunctions out in the field, issues related to maintenance or repairs, etc. In addition, our secured, web dealer portal contains valuable content such as operator training videos, operator & maintenance tips, equipment manuals, etc. that all Madvac dealers/agents can access anytime.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Exprolink Inc. is not required to provide specific licenses or certifications to perform its activities.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Exprolink Inc. has never been suspended or disbarred during the last ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Our most significant award has been the Sourcewell contract 122017-EXP we were awarded in 2018. We are extremely proud of this accomplishment, and make sure everyone knows by having the Sourcewell logo on all our literature and social media. We recognize that many companies try, and few succeed in becoming a Sourcewell awarded contract vendor. As a result, any company who successfully earns this privilege must consider this as recognition for being named as part of a very select group of companies considered to be top leaders within their industry sector. This past summer, a branch of the Quebec Government called Investissement Québec selected Exprolink as a key manufacturer they wish to promote across Canada and the United States. The mission of this unique delegation is to leverage the many contacts they have with large private and public entities throughout the USA and Canada to help Quebec-based manufacturers increase their market share. Their efforts are already opening many new doors for us. Most of these potential clients are large municipalities such as Boston, Pittsburgh, Seattle, Halifax – all likely to purchase using Sourcewell. We are very proud of this accomplishment for the future growth of our company. (See uploaded document in Financial Strength folder "Investissement Quebec letter")	*
19	What percentage of your sales are to the governmental sector in the past three years	Over the past three years 69% of our USA/Canada sales come from the government sector.	*
20	What percentage of your sales are to the education sector in the past three years	Over the past three years 11% of our USA/Canada sales come from the educational sector. With launch of our new LN50-LR50-LS125 electric models, we expect education sector sales to surpass 20% starting 2022.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Aside from our current Sourcewell awarded contract, Exprolink inc. does not directly hold any state, provincial, or cooperative purchasing contracts. However, some of our dealers/agents do, such as HGAC in Texas, Tallahassee in Florida, etc.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Exprolink Inc. does not hold any GSA contracts.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Denver CO	Lance E. Jay	(720) 913-8119	*
City of Okanogan County WA	Kent Kovalenko	(509) 422-2602	*
City of Brooklyn Center MN	Pete Moen	(763) 569-7102	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Ville de Montréal	Government	QC - Quebec	LR50	18 units	CA$1,800,000.00	*
City of Toronto	Government	ON - Ontario	LN50	19 units	CA$1,088,928.00	*
Housing Authority of the Birmingham District	Government	Alabama - AL	LR50	11 units	US$532,268.00	*
City of Denver	Government	Colorado - CO	LS175	4 units	US$432,456.00	*
Washington DC	Government	District of Columbia - DC	LS175 and LR50	5 units	US$299,455.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

25	Sales force.	Exprolink sales force: In the United States our company has a National Sales Manager (NC) and 3 Regional Sales Managers (NC, TX, CA). These individuals are all full-time Exprolink employees. In Canada, we have 1 National Sales Manager and 2 RSM's. covering the territory, each also Exprolink employees. All RSM's actively support the Madvac dealers/agents located within the geographical territory they cover. RSM's are also very involved with customers who have purchased direct from Exprolink instead to going through one of our dealers/agents. A team of 15 employees at Exprolink head office assist/support RSM's in a variety of functions which includes 2 Field Service Technicians, parts & service, logistics and transport, inside sales, marketing, engineering, and accounting. Our President and General Manager are also very active in the field interacting with dealers/agents and end-users, doing presentations, participating in different sales-related events, trade shows, conferences, etc. The combined effort of all Exprolink personnel allow the company to effectively engage and serve customers no matter where they are situated in the United States or Canada.	*
26	Dealer network or other distribution methods.	Exprolink dealer/agent network: Distribution of our products is done through our network of dealers and agents that effectively cover all 50 states in the USA and the 10 Canadian provinces. (See uploaded document in Upload Additional Documents folder "List of Madvac dealers and agents") Each dealer has a service center staffed with factory-trained, highly experienced technicians. All dealers stock Madvac consumables and spare parts recommended by Exprolink to serve end-users quickly and efficiently. Madvac dealers have excellent representatives and inside sales specialists to actively support and develop relations with customers in their respective regions. Our company also has many agents located throughout the USA and Canada. Agents are not recognized Madvac dealers however engage with customers on Madvac sales opportunities and have the necessary training and support from our company to sell and service all our models. Exprolink direct sales: As previously mentioned, any USA or Canada Sourcewell member can also if they wish, purchase their Madvac unit(s) directly from Exprolink. These customers have their own experienced mechanics who possess the necessary skills to do maintenance and repairs on equipment such as ours. Important to note our machines are simpler than large street sweepers or other specialty vehicles. As a result, any seasoned mechanic can easily maintain our units. Consumables and parts can also be purchase directly at Exprolink, and our different RSM's and FST's out in the field + Exprolink head-office personnel available for support and training. Exprolink direct sales is growing and will continue to evolve the future because of our ability to satisfy customer needs without requiring the assistance of a Madvac dealer or agent.	*
27	Service force.	Exprolink service force: In the United States our company has 1 (soon 3) Field Service Technicians (FST) and 2 FST's in Canada. Our Field Service Technicians support our RSM's and dealer/agent network, as well as customers who purchase their Madvac unit(s) directly from Exprolink. Aside from doing equipment demos they are responsible for assisting clients repair and maintain equipment when needed and are also very involved in Madvac operator training. The FST also works closely with all dealers/agents answering technical questions, on-site training, support, and assistance relative to maintenance & repairs, etc. Additional customer service support is offered by our company via: 1) Exprolink toll free parts and service department phone lines open from 7am to 6pm EST, Monday through Friday 2) 24 to 48hr delivery for parts (via FEDEX) 3) Dealer corner Internet portal (technical Information parts bulletins, warranty information, operator training videos, operator and maintenance tips, machine manuals, PDI checklists, etc.) 4) Exprolink head office personnel which includes parts & service, logistics and transport, inside sales, and engineering. In 2022 and 2023 three Exprolink company stores will be opened in the United States to accelerate delivery of machine spare parts and consumables. These stores will also benefit customers with reduced freight costs instead of shipping goods from Longueuil, Canada.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our proposed Sourcewell order process is a continuation of what we have been doing since our 122017-EXP contract was awarded in 2018. 1) Sourcewell member will issue a purchase order to Proposer directly (in the case of a direct sale) or to authorized Madvac dealer/agent. 2) PO document will indicate end-user Sourcewell member number as well as our Exprolink Sourcewell awarded contract vendor number. 3) Dealer/agent will send us his purchase order document also indicating end-user name, Sourcewell member number, and our awarded contract number. 4) Once PO is received, Exprolink inside sales department will validate that pricing corresponds to the terms of our Sourcewell contract price sheets. This includes validating payment terms and conditions are all compliant. 5) After validation, an internal authorization is given by the appropriate Exprolink Regional Sales Manager to process the PO and add to the production board. An order acknowledgement is sent to the dealer/agent (or directly to the end-user in the event of a direct sale) (See uploaded document in Standard Transaction Documents folder "4 - order acknowledgement - sample") 6) The Sourcewell sale is recorded by our accounting department within our dedicated Sourcewell record-keeping files. From there, quarterly remittance payment amounts to Sourcewell are calculated and processed. 7) Once the order ships, Exprolink invoice is sent either directly to the Sourcewell member (direct sale) or to the dealer/agent. The invoice will indicate end-user Sourcewell member number as well as Exprolink awarded contract vendor number. (See uploaded document in Standard Transaction Documents folder "6 - invoice - sample")	*

29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service program has 3 layers: 1) Our USA. and Canada network of dealers and agents 2) Our Regional Sales Managers (RSM) and Field Service Technicians (FST) out in the field 3) Exprolink head office parts & service, logistics and freight, inside sales, and engineering departments. When a unit is not functioning properly, end-user will either communicate with his/her Madvac dealer/agent or contact us in the event the unit was sold direct from Exprolink. In all cases, response-time back to the customer is less than 8 hours. If required, our own FSR, or Madvac dealer/agent service technician will be at the customer location within 48 hours to investigate the malfunction/issue. Following this visit, action plan to address and resolve is determined - this may include sending parts overnight if required. In all instances, Sourcewell member can at any time communicate with our company including using our Madvac website / Parts and Service https://madvac.com/parts-services/ Most machine related issues do not require on-site presence to address. We know our machines well and often make use of photo/video sharing to easily troubleshoot at a distance. Our company keeps track of all non-conformity and warranty claims within a custom-built database. This capability allows better and quicker response to address customer needs and helps us identify certain parts/components that may need improvement. We are in regular contact with all our dealers to monitor their inventory levels and minimize risk of having parts on back-order. Over the years the name Madvac has grown to be recognized in two distinct areas: product development and unparalleled customer service. Our commitment is to provide within 48 hours any of the 5000+ spare parts and consumables we carry on inventory to any location across the United States and Canada. (See uploaded document in Upload Additional Document folder "Exprolink customer service workflow") Each year our company also conducts a detailed phone interview survey with customers who purchased their Madvac a few years ago. Purpose is to validate level of satisfaction, address any possible issues, and discuss suggestions to improve our machines.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Over the past 3 years roughly 50% of our total annual sales volume (worldwide) comes from customers located in the United States. Through direct sales, or sales coming from our many American dealers and agents, we effectively offer nationwide territory coverage. Madvac dealers are very knowledgeable with regards to Sourcewell and the many benefits Sourcewell provides for eligible customers. (See uploaded document in Upload Additional Document folder "USA dealer-agent territory coverage") As shown, the USA Madvac sales force represents a combined group of more than 300 sales representatives scattered throughout the country. Our USA coverage is broken down into 3 geographical territories known as T1 (USA East), T2 (USA Central) and T3 (USA West). Each of the 3 territories are managed by a Exprolink employee Regional Sales Manager. The RSM lives and works within his designated territory. RSM's report to our USA National Sales Manager who also resides in the United States. The RSM actively supports Madvac dealers and agents within all aspects of the sales, and after sales process. RSM is also very active in training dealers / agents, helping everyone become more proficient at selling/servicing Madvac equipment. The RSM is in constant interaction with clients answering questions, providing information, quotes, doing demos, machine deliveries, and monitoring customer satisfaction. Each of the 3 RSM's will soon be supported by the addition of a Field Service technician (FST). The FST's are all Exprolink employees. Our first FSR started in August 2021 and covers T1 (USA East). FSR for T2 (Central) and T3 (West) will be hired in Q1 2022. FST's support the RSM in his efforts to increase sales, and provide excellent customer service to dealers, agents, and end-users. In 2022-2023, we will also open 3 company stores, one in each territory. These stores will allow Madvac customers, dealers, and agents to quickly receive Madvac parts and consumables. Currently everything ships out of our Longueuil, Quebec facility. The stores will represent an important advancement towards our goal of reducing freight costs and reducing machine down-time.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Exprolink head-office and manufacturing facility is situated in Longueuil, Canada - this puts us in a favorable position with regards to the Canadian market and explains why our presence here is strong. Most private and public organizations across the country are familiar with the Madvac brand-name. We directly cover the province of Quebec market. Outside this region, our Madvac dealers are Vimar Equipment and Westvac for the western Canada provinces, Equipment World and Toromont in Ontario, and Saunders Equipment for the Atlantic provinces. Each dealer is fully trained to offer and service Madvac products. (See uploaded document in Upload Additional Document folder "Canada dealer-agent territory coverage") Worth mentioning that in 2020 City of Toronto purchased 21 Madvac LN50 units with our dealer Toromont. Before end of 2021 we are expecting a PO for another 19 units from a cleaning contractor, also for City of Toronto litter control needs.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Our company does not have any location in the United States and Canada that we cannot fully service.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Our company does not have any Member sectors that it cannot fully service throughout the entire United States and Canada. Also, Exprolink does not have other cooperative purchasing contracts that would limit our ability to actively promote and sell equipment with a Sourcewell contract throughout the USA and Canada.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Hawaii: no restriction is applicable to Sourcewell members. Our active agent in Hawaii is Allied Machinery in Waipahu www.alliedmachinerycorp.com (Allied is the largest locally owned and operated heavy equipment dealership in Hawaii) Alaska: no restriction is applicable to Sourcewell members. Our active dealer in Alaska is Ben's Cleaner Inc. located in Seattle WA. www.benscleaners.com (Ben's Cleaner has a 65+ year history and actively services many customers located in Alaska) For both Hawaii and Alaska, take note we also have the ability of selling direct and have successfully done so in the past.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	1) Formal press release / announcement sent to all Madvac dealers/agents to inform them of our new contract. 2) Conference calls / Teams meeting with all dealer principals to confirm they received our announcement and review/discuss Exprolink / Sourcewell package sent to all Madvac dealers. This package will include: - Copy of the press release (as per item 1) - Exprolink/Sourcewell pricing and relevant contract details - Instructions on required info we need to have on all Sourcewell POs received - Updated printed literature on Madvac products that highlight our new Sourcewell awarded contract vendor number - List to dealers of recommended marketing initiatives dealers can undertake to promote Madvac and our Sourcewell contract - this includes updating Madvac presence on their websites, Sourcewell logo, social media posts, email blast to their customers informing them of our new awarded contract - List to dealers of upcoming Sourcewell events that can be beneficial for reps and/or clients to attend to acquire more knowledge/expertise pertaining to Sourcewell - Discuss/review the Sourcewell supplier portal 3) Conference calls / Teams meeting with all Agent principals to confirm they received our announcement and review/discuss Exprolink / Sourcewell package sent to all Madvac agents. This package will include: - Copy of the press release (item 1) - Exprolink/Sourcewell pricing and relevant contract details - Instructions on required info we need to have on all Sourcewell POs received - Updated printed literature on Madvac products that highlight our new Sourcewell awarded contract vendor number - List to dealers of upcoming Sourcewell events that can be beneficial for reps and/or clients to attend to acquire more knowledge/expertise pertaining to Sourcewell - Discuss/review the Sourcewell supplier portal 4) Exprolink mass email marketing campaign sent to all customers in our CRM database (8000+ USA/Canada contacts) Because of our current Sourcewell awarded contract, the Sourcewell logo is already everywhere on our website, brochures, email signatures, company letterhead, videos, and social media content on all platforms (LinkedIn, Facebook, YouTube channel, etc.) (See uploaded document in Marketing Plan Samples folder "Madvac - Sourcewell cobranding examples") Our dealers are already well versed on actively promoting Madvac and Sourcewell (See uploaded document in Marketing Plan Samples folder "Westvac - sample email marketing campaign") For all the above, please note this includes promoting Canoe Procurement for the Canadian market.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Each year we invest considerable time and effort at improving / optimizing our use of available technologies to enhance marketing effectiveness and sales. The starting point is our made-to-measure CRM platform that captures all key, critical client data, active opportunities (funnel), lead source, pending orders, activity by territory, model, dollar value, etc. From there, we regularly extract many reports that are carefully analysed and discussed. This info helps Exprolink management position many of our key, strategic marketing initiatives. (See uploaded documents in Marketing Plan Samples folder "Zoho CRM analytics", "Website request overview", "Website performance overview", "Social media platforms", "Google Ads – sample campaign performance")	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's role: 1) Communicate to all its members (and non-members if applicable) that a new contract has been awarded to Exprolink with supporting information on the company's product offering 2) Continue to provide detailed listings of new and existing Sourcewell members, annual review of all Sourcewell members, location, contract purchase dollars spent, etc. 3) Offer available support to address questions or issues that may arise in relation of everyday activities as they relate to the Sourcewell contract. 4) Provide ongoing training possibilities out in the field + online resources for training and awareness (Sourcewell supplier portal) 5) Offer promotional items Exprolink's role: 1) As done now, have 2 senior Exprolink staff member act as liaison between Exprolink and Sourcewell personnel. 2) Dedicated press release including large audience newspaper articles and TV segment (driven by our PR agency) 3) Make sure all our dealers/agents/direct sale Sourcewell members continue to submit their Sourcewell POs indicating all of the key information we require as per our awarded contract. 4) Continue to work with our dealers/agents promoting our contract and encouraging Sourcewell sales versus conventional bids or other state/local procurement contracts 5) Pursue with having all our sales/marketing literature and content with Sourcewell/Canoe Procurement logos – update our website and social media platforms 6) Make use of the Sourcewell supplier portal for ongoing training and support 7) Keep using a separate, detailed registry of all Sourcewell sales.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Exprolink currently does not have a e-procurement ordering process. However, in 2022 our new IQMS ERP system will be launched and allow e-procurement ordering. In the meantime, last March we added on our new Madvac website Request a Quote button for all our models. This allows customers to quickly submit a detailed quote request including selection of desired options. Client must specify if he/she is a current Sourcewell member or not. If yes, client automatically receives a Sourcewell quote. If no, depending on the client activity sector, if eligible for Sourcewell membership we will engage and encourage customer to consider Sourcewell approach for purchase. (See uploaded document in Marketing Plan Samples folder "sample online quote request received")	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Extensive training on operation and maintenance of all Madvac vehicles is provided at no cost by all Madvac dealers and agents. Training sessions are personalized and adapted to the unique needs of each Sourcewell member. Training sessions are a mix of both theory and practice. Exprolink operator and maintenance documentation and available videos are always provided. (See uploaded document in Upload Additional Documents folder "sample Madvac LN/LR 50 manual") Our Regional Sales Managers and Field Service Technicians often support Madvac dealers / agents within the training process either in-person or at a distance. In the case of direct sales, our RSM.s and FST's are usually at client location when the unit is delivered to provide complete operator and maintenance training. There is no additional cost for this service. Please note many Madvac customers do not insist on having a company representative (or dealer/agent) on-site for delivery and training. Reason being some of our models are very easy to operate and manage + available documents we provide are often sufficient for their needs. We make very good use of technology to also train/answer questions, etc. at a distance. Should additional support be required we are always available for on-site presence. In all instances, there is no additional cost for Sourcewell members. Important to note our website offers two very useful resources in helping Madvac dealers/agents, and customers learn more about our machines relative to operator training and maintenance: 1) The secured section of our website offers dealers/agents access to operator training videos they can share with customers + many useful documents related to maintenance and operator training. (See uploaded documents in Upload Additional Documents folder "LP61-G Operator & maintenance tips and LS175 Maintenance schedule") 2) Our website also offers a detailed product overview document for each machine which greatly helps customers understand the unit they are buying - key machine characteristics, specs, and options are all shown in detail. Anyone can access these documents and review both during the buying process and afterwards in preparation for arrival of the machine. (See uploaded document in Marketing Plan Samples folder "LN50 product overview") For consumables and spare parts, our Parts & Service manager will engage with all dealers/agents to discuss potential spare parts needs, confirm the order process, warranty registration, warranty claim process, etc. Same approach is used for all Exprolink direct sales customers. He will also confirm key Exprolink contact names in the event client needs to speak with someone on our team relative to operator or maintenance questions/issues. There is no additional cost to Sourcewell members for this service.	

40	Describe any technological advances that your proposed products or services offer.	Our product line has greatly evolved over the past years with regards to performance, operator safety and comfort, and durability. Below is an overview of machine improvements including details relative to the new, 2nd generation LN50 and LR50 electric units coming to market in November 2021. Improvements to model LS175 Tier 4 diesel since 2018: -Rotary shredder: new design, no more occasional clogging caused by debris, improved safety when servicing the unit, better performance than previous model -Throttle pedal: improved ergonomic design -Proximity sensors: improved security for the operator relative to hopper and shredder functions -Hydraulic controls: smoother operation, better security on the hopper operation -Hand brake: improved efficiency, better reliability, less force applied by operator -Service brakes: 30% increase in braking capacity -Cartridge filtration system: increased dust filtration capability to MERV 14 level -RWD: wheel motors sent to rear of vehicle for better traction and improved reliability on hydraulics -Pickup nozzle (vacuum head): increased efficiency by 17% and vacuum velocity by 10% -HVAC: increased efficiency and reliability for hotter climate temperatures -Rear footstep: added operator safety for filter and hopper cleaning -Hydrostatic reprogramming: smoother operation, more precise controls -Water tank plugs: now tool-less operation for draining water tanks (See uploaded document in Marketing Plan Samples folder "LS175 diesel product overview") Improvements to models LN50/LR50 Tier 4 diesel since 2018: -Heater: improved efficiency and security for the operator -Robotic Arm: improved durability and better rotation motor -Interior console: added USB and 12V feature + cell phone holder -Heated seat: additional comfort for the operator -Joystick: better reliability and durability of the arm controls -Footstep: for more operator comfort and safety -Electric throttle: improved control capability for the operator -LED lights: better visibility and more eco efficient -Heavy duty front suspension: improved durability and stability -Rear gas shocks: improved durability and stability -Water mist system: better dust control and security feature in the event of accidentally vacuuming a lit cigarette -Work lights: upgrade for operator safety -Engine air intake protection: increased protection against blockages caused by debris -Airport strobe lighting kit: added feature for safety and visibility -7-inch vacuum hose: better vacuum and air speed for even better suction -48-wide vacuum head: better vacuum with improved seal and better durability with new rollers (See uploaded documents in Marketing Plan Samples folder "LN50 diesel product overview" and "LR50 diesel product overview") New LN50 / LR50 vocational electric vehicles (VeV): Our 2nd generation electric LN50-LR50 lithium-ion battery-powered machines will cater to all customers who favor eco efficient solutions for their fleet. These truly unique machines will run using one of the best, most effective compact battery models in the world. LN50-LR50 battery packs will offer close to 3 times better 'energy per weight and volume' ratio in the industry. LN50 electric video: https://www.youtube.com/watch?v=m0xyiKEPFGY (See uploaded document in Upload Additional Documents folder "Exprolink-Madvac LN50-LR50 electric") Our strategic battery provider is world-renowned, California-based Zero Motorcycles https://www.zeromotorcycles.com/ Zero Motorcycles combine the best aspects of a traditional motorcycle with today's most advanced technology. Zero produces high-performance electric motorcycles that are lightweight, efficient, fast off the line and fun to ride. The company is 15 years in business and delivers more batteries than all other suppliers of motorcycle / ATV's combined. Zero has signed strategic partnerships with a select group of OEM manufactures in various applications such as Polaris, and Exprolink. (See uploaded document in Financial Strength folder "Exprolink-Zero press release")	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	As mentioned in line item 40 in November 2021 production line of our new, 2nd generation LN50 and LR50 vocational electric vehicles (VeV) begins. These truly unique machines will provide lower dB rating than the diesel equivalent, reduce green house gas (GHG) emissions by 17 tons annually, and offer up to 9h autonomy. Battery pack can be charged using standard Level 2 SAE charger J1772 at 6kw. Excluding Sourcewell member possibility of receiving a grant or subsidy for purchase of a VeV, payback on the additional cost of the LN50 and LR50 electric units versus diesel is less than 4 years. (See uploaded documents in Marketing Plan Samples folder "LN50 electric product overview" and "LR50 electric product overview") In Q1 2022 production line of our brand new, purpose-built LS125 electric sweeper will also begin. This VeV will be the first ever 48-inch wide, closed-cabin, tip-to-dump compact sweeper built in North America. The machine will reduce GHG emissions by 45 tons annually in comparison to operating a similar diesel unit. The LS125 electric will also be lower in height than the diesel version allowing easy access and clean-up for all indoor parking garages that have a 7-feet+ ceiling clearance. Excluding Sourcewell member possibility of receiving a grant or subsidy for purchase of a VeV, payback on the additional cost of the LS125 electric versus diesel is less than 5 years. (See uploaded document in Marketing Plan Sample folder "LS125 electric brochure") For all our electric models, battery-pack provider Zero Motorcycles offers an eco friendly product and comprehensive recycling program. (See uploaded document in Upload Additional Documents folder "Zero Motorcycles sustainability")	*

42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Our strategic battery provider for the new LN50 and LR50 VeV's is world-renowned, California-based Zero Motorcycles https://www.zeromotorcycles.com/ Zero electric powertrain technology meets or exceeds all North American standards within its product range. (See uploaded document in Upload Additional Documents folder "Zero data sheet - battery assembly – sustainability") As mentioned in Line Item 41, the electric LN50 and LR50 units will provide lower dB rating than the diesel equivalent and reduce green house gas (GHG) emissions by 17 tons annually. For the LS125 electric with launch in Q1 2022, this unit will also provide lower dB rating than diesel counterpart and reduce GHG emissions by 45 tons annually. Zero battery packs provide up to 9hr autonomy. They are rated for 1500 complete cycles – based on common usage of our machines, 95% of customers will need to replace the batteries between year 8 and year 12 of usage. Drop in battery performance over time will be gradual, not sudden.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Exprolink does not have accreditation for Women or Minority Business Entity (WMBE) or Small Business Entity (SBE). However, please note our company supports and has always met the requirements of the Pay Equity Act. (Canada) Exprolink staff has and will always be composed of a multi-ethnic, male/female group of individuals where everyone is treated equally and with respect.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Unique attributes of our company: 1) Exprolink is the ONLY manufacturer of compact outdoor cleaning vehicles in North America. We are an existing Sourcewell awarded contract vendor and are currently having a record year in terms of # of units sold, and dollar value. Exprolink overall sales have tripled over the past 3 years. 2) We are financially supported by one of Canada's largest investment funds (Fonds de Solidarité FTQ). (See uploaded document in Financial Strength folder "FTQ letter to Sourcewell") 3) We also have the support of the Quebec Government who is opening doors for us throughout the United States and Canada with one of its key agencies (Investissement Québec) (See uploaded document in Financial Strength folder "Investissement Quebec letter") 4) In the compact, outdoor cleaning sector (ride-on litter vacuums and sweepers) our company has the largest dealer/agent network in the industry, able to cover the territory coast to coast both in the United States and Canada. (See uploaded document in Financial Strength folder "List of Madvac USA-Canada dealers and agents") 5) In the United States our dealers/agents are supported by a team of Exprolink employees all located in the USA: 1 National Sales Manager, 3 Regional Sales Managers, and 1 (soon 3) Field Service Technicians. Our company also plans on opening 3 company stores in 2022 and 2023 for quicker delivery of consumables and spare parts. In Canada, our dealers/agents are supported by 1 National Sales Manager, 2 Regional Sales Managers, and 2 Field Service Technicians. 6) Despite our extensive distribution network, a growing number of private and public sector companies are purchasing our equipment without involving one of our dealers/agents. Contrary to bigger pieces of equipment, our machines are easy to maintain/repair by any experienced mechanic. (See uploaded document in Financial Strength folder "Reference letter - Hazleton City Authority") 7) In closing, our company is maybe the only Canadian manufacturer proposing on this bid. Granting Exprolink an awarded contract will certainly inspire many Canoe Procurement members and potential new members to embrace your national cooperative purchasing contract in Canada. Unique attributes of our product line: Urban centers today continue to face unprecedented issues related to litter. The consequences of litter for the environment are well known, dramatic, and carry a very high economic cost. (See uploaded document in Marketing Plan Samples folder "10 reasons why keep your city clean") One of the biggest problems with litter is that it is everywhere around us: streets, parks, sidewalks, alleys, pedestrian lanes, alongside buildings, roads, ditches, runways, fence lines, etc. – removing litter and debris at these locations cannot be done using convention street sweepers or other large size machines. As a result, different methods are used which include: a) manual litter picking (demeaning work, slow, inefficient, not safe) b) blowing the litter onto the street (slow, inefficient, noisy, provokes lots of dust in the air -negative impact on air quality, unpleasant for pedestrians near-by) c) displacing the litter onto the street using water pressure, (not environmentally friendly, increases pollution in the waterways, constant need to replenish water tanks) d) displacing the litter using a machine or vehicle that has rotating brushes (provokes lots of dust in the air – negative impact on air quality, unpleasant for pedestrians near-by) e) walk-behind type litter vacuums (slow, operator must be on his/her feet, limited litter capacity) Worth noting all these litter removal options are dependant on favorable climate conditions to do the work. Madvac proposes a truly unique line of diesel and electric compact ride-on litter vacuums and sweepers to address the problem differently. Our units are known as being the ideal, most efficient, and safe solution that truly out-perform the litter removal methods mentioned above: a) each Madvac model effectively replaces 6 to 8 manual litter pickers b) LN/LR units (diesel and electric) are all-terrain vehicles c) operator is seated on the machine, at a safe distance from the litter d) for operator comfort, units like the LS175 / LS125 sweepers and LR50 litter vac offer a closed cabin environment – ideal during less favorable weather conditions e) all our machines can collect litter that is dry, humid, or wet f) each Madvac unit has a unique dust control system that preserves air quality g) Madvac electric models offer up to 9-hr autonomy, zero emission, low dB solution for litter removal ((for many municipal and educational customers lower dB is a particularly important feature) h) our ride-on litter vacuums can cover much more ground than walk behind models – they do not require a CDL to operate, have full street legal lighting, and are equipped with a 15-foot wander hose for hard-to-reach areas. i) litter capacity of our ride-on units is greater than all walk-behind models on the market. j) the Madvac product line was specifically designed for parking lots, sidewalks & curbs, bus shelters, bike trails, pathways, alleys, pedestrian lanes, public markets, plazas, alongside buildings, fence lines, narrow roads, runways, etc. - in short, any environment challenged by constant accumulation of litter and debris in locations that bigger machines can't access or manage. (See uploaded document in Marketing Plan Samples folder "Madvac models – litter applications")	*

		The unique advantages/characteristics of our different models allow us to serve a very wide range of customers which include Cities and municipalities, Outdoor cleaning contractors, Solid waste & recycling centers, Amusement parks, Airports and seaports, Transit authorities, Educational and sports facilities, Shopping-Malls, Distribution centers, Casinos, Correctional facilities, Healthcare services, Manufacturing facilities, and Military. Additional key attributes of our equipment: LS175 and LS125 sweeper: 1) LS175 and Q1 2022 LS125 model are the ONLY 48-inch wide, closed cabin, tip to dump sweepers built in North America. The LS175 diesel is also the least expensive 48" wide compact sweeper on the market. 2) The LS125 electric with NMC battery packs will offer up to 9h autonomy. Can be charged using standard level 2 charger J1772 at 6KW or 110-volt standard wall socket. LN50 / LR50 - diesel and electric: 1) The LN50 and LR50 models are the ONLY units on the market equivalent to the discontinued Tennant ATLV 4300. (See uploaded document in Upload Additional Documets folder "Tennant ATLV") 2) Both LN50 and LR50 models can be equipped with a touch-free medical waste bin for syringes and other materials that may be high-risk for employee safety. 3) The LN50 / LR50 electric with NMC battery packs will offer up to 9h autonomy. Can be charged using standard level 2 charger J1772 at 6KW or 110volt standard wall socket. (This charging option is particularly interesting for many customers) LN50 electric video: https://www.youtube.com/watch?v=yAp8I-Hr5Yw LP61-G – gas: 1) Available skid-mount and trailer-mount. The ONLY compact, portable litter vacuum built in North America that offers vacuuming power up to 3000 CFM with 50-gallon litter capacity. 2) Litter capacity of the LP61-G skid-mount can be increased with the addition of the optional LC400 and LC600 Collector. These unique, electric trailer-mount units allow operator to transfer litter from the 61-G skid-mount unit to the Collector for increased litter capacity and efficiency out in the field. The LC400 offers 4 cubic yard litter capacity while the LC600 provides 6 cubic yards. See uploaded document in Marketing Plan Samples folder "LP61-G - electric Collector option"	

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Our company provides warranty coverage to the original purchaser for all new equipment manufactured by Exprolink to be free from defects in material and workmanship under normal operating conditions and proper use for a period of twelve (12) consecutive months from the date placed in service or one thousand (1000) hours of operation, whichever occurs first. At time of order, all Madvac customers have the option of buying a 1-year or 2-year extended warranty. Extended warranty terms and conditions are identical to the standard 1-year warranty with the exception that warranty duration/hours of usage are extended. Cost for extended warranty options is indicated on all our price sheets for each model. Warranty on parts repaired or replaced by Exprolink (or an authorized Exprolink dealer, agent, or third party) are guaranteed for the remainder of the original warranty period. Labor rate for diagnostics, replacement, or repair of defective parts covered under warranty is 85% of the approved prevailing door rate. (See uploaded documents in Warranty folder "Exprolink warranty- diesel/gas engine models" and "Exprolink warranty - battery powertrain models")	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our warranty does not impose usage restrictions or other limitations that may adversely affect coverage. However, warranty coverage may be affected if end-user does not respect certain normal operating conditions mentioned in our warranty document. For example: a) neglecting to execute the prescribed maintenance schedule, and b) using the machine within an environment/application that does not correspond to the capabilities/vocation of the unit.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For the first six (6) months of the warranty, travel warranty coverage is limited to a maximum of three (3) hours of round-trip travel time (per warranty event) to remedy a defective product or part. If Sourcewell member purchases a 1-year extended warranty, travel warranty coverage is 12 months, If Sourcewell member purchases a 2-year extended warranty, travel warranty coverage is 18 months.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There are no regions across the United States or Canada where we cannot provide a certified technician to perform warranty repairs. The technician can be an Exprolink employee, or a factory-trained technician employed by one of our dealers or agents.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The Exprolink warranty covers all parts made by other manufacturers except for the machine engine from either Kubota, Hatz, or Honda. The original manufacturer warranty is extended to the original purchaser of the Madvac unit. This is mentioned in our Exprolink warranty document for diesel/gas engine models. (See uploaded documents in Warranty folder "LN/LR 50 Kubota Tier 4 engine manufacturer warranty", "LP61-G Honda engine manufacturer warranty", "LS175 Hatz Tier 4 engine manufacturer warranty", "Exprolink warranty – diesel-gas engine models")	*
50	What are your proposed exchange and return programs and policies?	Our exchange and return policy and procedures are described in our Exprolink warranty document. In short, Exprolink will replace at no additional cost or fee any Madvac machine, or part, that has a significant defect which we are unable to repair within a reasonable time-period. (See uploaded documents in Warranty folder "Exprolink warranty – diesel-gas engine models" and "RGA document")	*
51	Describe any service contract options for the items included in your proposal.	Our proposal does not include service contract options. However please note all Madvac dealers/agents across the USA and Canada can offer and provide service contracts. These contracts vary in range and scope: Some customers request support only for certain specific elements of their Madvac vehicle, while others insist on a full, turn-key service contract that covers every aspect of the machine. Madvac dealers/agents have the ability/latitude of providing different options to satisfy Sourcewell member needs.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods?	Our payments terms are net 30 days once the unit has shipped-out of our factory. These terms apply to all our dealers, agents, and direct sale customers. A deposit is not required on order. Accepted payment methods are wire transfer and by check.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	Exprolink does not offer leasing or financing options. However, many Madvac dealers/agents can offer leasing/financing options to educational and governmental customers. We also reach-out to Sourcewell awarded contract vendor NCL 011620-NCL when needed.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Prior to purchase: 1 - Sourcewell quote 2 - Warranty statement 3 - Engine manufacturer warranty After Sourcewell member has issued a purchase order: 4 - Order acknowledgement 5 - Wire transfer instructions When the Madvac unit(s) ship-out: 6 - Invoice Once the unit has been received by Sourcewell member: 7 - Warranty registration 8 - Warranty claim document 9 - Parts RGA 10 - Parts quote - sample 11 - Parts order acknowledgement – sample 12 - Parts invoice - sample (See 12 uploaded documents in Standard Transaction Documents folder) *All parts transaction documents indicate Exprolink Sourcewell awarded contract vendor number, as well as end-user Sourcewell member number. For all items listed above, please note if Sourcewell member purchases their Madvac unit(s) through one of our dealers or agents, similar-type documents will be provided by the Madvac dealer/agent. Also, if Madvac model was purchased through one of our Madvac dealers/agents and customer requested a service contract, this document will be prepared and provided to the Sourcewell member by the Madvac dealer/agent. In the case of a Exprolink direct sale to Sourcewell member, service contracts do not apply since member agrees to manage all maintenance and repairs on their own.	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Exprolink currently does not offer P-card procurement, however some of our Madvac dealer/agents may have this payment process available.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	

56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We have a detailed price sheet for each Madvac model. Price sheets contain the following information: a) base model price b) available options and cost for each of these options c) volume discount terms d) extended warranty options and cost e) cost for consumables and recommended spare parts Pricing is all inclusive – includes order preparation and door to door freight** ** exception statement indicated on all USA price sheets relative to freight costs for Sourcewell members located in Hawaii and Alaska (See uploaded documents in Pricing folder "Exprolink USA" and "Canada PCP") Please take note of the following: a) We are providing two sets of PCP: one for Sourcewell members located in the United States (all prices in US dollar currency), and one for Sourcewell/Canoe Procurement members located in Canada (all prices in Canadian dollar currency) b) All PCP are the same whether Sourcewell member orders directly with Exprolink, or through one of our authorized Madvac dealers/agents. c) All PCP for consumables and spare parts are a one-time only offer to Sourcewell members: Consumables and parts must be ordered at the same time as the machine and indicated on a single purchase order document sent either to Exprolink, or to one of our authorized Madvac dealers/agents. Once this Purchase Order has been received, all future requests for consumables or spare parts will be sold at regular price. d) For all models, spare part items shown on the price sheets do not represent the totality of all possible spare parts for the given model. However, the items listed represent the most probable parts Sourcewell member will need/order for the first 3 years of usage of the unit. e) Because production line of the LS125 sweeper begins in Q1 2022, list of consumables and spare parts are not finalized for the LS125 sweeper. However, pending an awarded contract, these items will be added using a PnP Product Change Request Form to be submitted in a few days after the contract officially begins. f) Volume discount terms as indicated on our price sheets do not apply to purchase of extended warranty and consumables and spare parts.	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discount for Sourcewell members on all Madvac units is 17% from list price (Manufacturer Suggested Retail Pricing) - please refer to List Price column and PCP column on all our price sheets submitted as part of this RFP. Our volume discount (see Line Item 58) will provide an additional price reduction for all Sourcewell members in comparison to MSRP. The discount for Sourcewell members on all consumables and indicated spare parts is 17% from list price. As mentioned in Line Item 56, to benefit from this special pricing, Sourcewell member must add selected consumables and spare parts on the same purchase order document used for purchase of the machine(s). Consumables and spare parts PCP are a one-time only offer. Once the initial purchase order document has been issued, all subsequent purchase of consumables and/or spare parts will be sold to the Sourcewell member at MSRP.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	A 3% additional discount is allocated for all purchase orders of 5 (five) or more Madvac models (including selected options). The units can either be same model, or a mix of different Madvac models. A single purchase order document must be issued by the Sourcewell member. Volume discount does not apply for purchase of extended warranty, and consumables and spare parts.	*
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	The Madvac product line does not have any items or components that fall under the category "sourced" products or related services.	*
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Our PCP is all-inclusive except for applicable taxes (if any).	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight cost is included in all our pricing and valid regardless of Sourcewell member location in the United States or Canada – the only exceptions are Hawaii and Alaska. For these two States, regardless of the Madvac model purchased by the Sourcewell member, the first $1500 USD of total shipping cost is included in our PCP. Sourcewell member will need to pay the difference between that amount ($1500 USD) and the total door to door shipping cost. These terms are for shipment of one (1) new Madvac model (LS175, LS125, LN50, LR50, LP61-G skid or trailer). If order is for several units all shipping at the same time, our proposed pricing covers $1500 USD per individual machine. Sourcewell member will need to pay the difference between that amount ($1500 USD x # of units shipped) and the total door to door shipping cost.	*

62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Canadian destinations - shipping cost is prepaid & charged including insurance from factory door to Madvac dealer/agent, or Sourcewell (Canoe Procurement) member door. For Hawaii and Alaska please refer to terms indicated at Line Item 62. 1) Prior to accepting a purchase order, our freight and logistics department will communicate with minimum 2 reliable carriers that have a proven track record shipping our units either to Alaska or Hawaii. Pricing we will receive is all-inclusive. (Includes customs & brokerage fees, insurance, and any other additional shipping costs/fees) 2) These quotes will be communicated to the Sourcewell member (in the event of a direct sale) or to the authorized Madvac dealer/agent who will pass on the freight quotes received to the Sourcewell member. 3) Sourcewell member will confirm carrier he/she wishes we retain for delivery of the unit(s). 4) As per Exprolink terms indicated at Line Item 61, $1500 USD per Madvac machine will be deducted from the factory door to Sourcewell member door all-inclusive cost. The net amount will be indicated on the Sourcewell price quote Sourcewell member will receive either from Exprolink (direct sale), or authorized Madvac dealer/agent. 5) Purchase order document issued by the Sourcewell member will have freight cost indicated as a separate line item and confirm $1500 USD per Madvac machine was deducted from actual all-inclusive shipping cost. 6) Note: in view of current market conditions/fluctuations relative to long distance shipping costs, if 30 calendar days have passed from the time Sourcewell member received freight cost pricing and purchase order was not issued, Exprolink reserves the right to declare freight costs no longer valid and request updated pricing from selected carrier. Sourcewell member will subsequently be informed of new all-inclusive freight cost for delivery.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For the past 30+ years Madvac products have been shipped worldwide on all continents. We handle all the logistics for our customers at no additional charge. Our expertise in this area is greatly recognized by our customers who value the trouble-free and smooth delivery of our units. All Madvac dealers carry an inventory of consumables and spare parts. Should a dealer not have a certain part in stock, order will immediately be placed at Exprolink. All spare parts are handled swiftly and are shipped prepaid and charge via FedEx ground or air depending on urgency. Orders typically ship-out within 48 hours. If a part is received damaged, our spare parts department will investigate and request photos of the damaged part. Upon examination, we will proceed to send a replacement part. We will also send an RGA (Return Goods Authorization) number for the return of the damaged part. If a wrong item was ordered, an RGA number from Exprolink will be issued and a restocking fee of 15% is charged to the Madvac dealer, or end-user (in the case of a direct sale) – the incorrect part is returned to Exprolink. Please note in 2022 and 2023, three Exprolink company stores will be opened in the United States to accelerate delivery of parts and consumables for our machines. (USA east, central, and west) These stores will also benefit customers with reduced freight costs instead of shipping items from Longueuil, Canada.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	1) As we currently do with our existing Sourcewell contract, we receive a copy of all purchase orders related to Sourcewell contract sales. Contract sales are recorded into a separate General Ledger account. This account is used to produce quarterly sales reports to Sourcewell. In addition, a month-end audit is conducted by our Director of Finance to ensure that all Sourcewell sales have been properly noted in the correct GL. 2) Each month we produce a report that calculates administration fees for remittance to Sourcewell. This report is prepared using the specific GL account related to Sourcewell sales and the % administrative fee due as outlined in our Sourcewell contract. The report is authorized and signed by our Director of Finance. An accrued payable is registered each month into our account and ensures we remit proper amounts to Sourcewell on a quarterly basis.	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	(See uploaded document in Upload Additional Documents folder "Madvac - Sourcewell sales 2018-2021") This 12-page document shows the internal metrics we currently use to measure success with our existing Sourcewell awarded contract 122017-EXP. All data is updated monthly and is carefully analysed by Exprolink upper management as well as our senior sales executives. Some of the key elements include: Number of units sold, dollar value, breakdown by model, territory, lead source, and channel. Comparison is made between current performance and same period during past years.	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Exprolink commits to paying a 2% administrative fee to Sourcewell for all awarded contracts. Fee based on total sales amount which includes cost of: 1) machine base model 2) selected options 3) extended warranty 4) consumables and spare parts	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Exprolink manufactures and distributes a complete line of 48-inch-wide, compact sweepers and litter vacuum vehicles – diesel Tier 4 engine, and electric with lithium NMC battery packs. For the past 30+ years, these unique machines have helped thousands of public and private organizations worldwide meet their environmental and sustainability objectives. The company also offers a truly unique, gas engine portable litter vacuum unit available skid-mount, or trailer mount. All our machines are manufactured at Exprolink headquarters located in Longueuil, Quebec, Canada. The Madvac product line was developed based on extensive market research and focus-group sessions with end-users and Madvac dealers. We are very proud of our machines because they get the job done and are reliable, easy to operate, versatile, and long lasting. Company sales have tripled over the last 3 years – clearly a sign the equipment we provide is meeting market needs and performance expectations. (See uploaded document in Marketing Plan Samples folder "Why Madvac") Exprolink Inc. is financially support by one of Canada's largest and most successful investment funds (Fond de Solidarité FTQ). The company is also supported by the Quebec Government, with one of its leading agencies (Investissement Quebec) who actively promotes Exprolink and the Madvac product line throughout its network of influential private and public sector contacts located across the United States and Canada. (See uploaded documents in Financial Strength folder "FTQ letter to Sourcewell" and "Investissement Quebec letter") Sourcewell members can purchase our equipment, consumables, and spare parts directly from Exprolink, or through one of our many authorized Madvac dealers or agents situated throughout the United States and Canada. All Madvac dealers can deliver our units, provide operator and maintenance training, supply Madvac consumables and parts, and service our machines. (See uploaded document in Upload Additional Documents folder "List of Madvac dealers and agents") Sourcewell members who purchase directly from Exprolink handle on their own all necessary maintenance and repair of the model(s) they buy. Our units are less complex and have fewer parts than bigger pieces of equipment. Any experienced mechanic can easily maintain our different models. To support our many USA dealers and agents, and to also support customers who purchase directly from Exprolink, our company has a USA National Sales Manager located in NC, 3 USA Regional Sales Managers (NC, TX, CA), and 1 (soon 3) Field Service Technicians (NC). In Canada, 1 National Sales Manager, 2 Regional Sales Managers, and 2 Field Service Technicians support our Canadian dealers and direct sale customers. All are Exprolink employees. In addition, our company provides detailed manuals, operator training videos, and many additional documents on how to operate and maintain our different models. Madvac units are purchased by a wide range of customers which include Cities and municipalities, Outdoor cleaning contractors, Solid waste & recycling centers, Amusement parks, Airports and seaports, Transit authorities, Educational and sports facilities, Shopping-Malls, Distribution centers, Casinos, Correctional facilities, Healthcare services, Manufacturing facilities, and Military.	

The specific Madvac models we present for of this RFP are:
1) Madvac LN50 litter vacuum vehicle – diesel Tier 4 Kubota engine, including options, consumables and recommended spare parts
2) Madvac LN50 litter vacuum vehicle - electric with NMC lithium battery pack offering 9hr autonomy, including options, consumables and recommended spare parts (production line starts November 2021)
3) Madvac LR50 litter vacuum vehicle – diesel Tier 4 Kubota engine, including options, consumables and recommended spare parts
4) Madvac LR50 litter vacuum vehicle - electric with lithium NMC battery pack offering 9hr autonomy, including options, consumables and recommended spare parts (production line starts November 2021)
5) Madvac LS175 sweeper – diesel Tier 4 Hatz engine, including options, consumables and recommended spare parts
6) Madvac LS125 sweeper - electric with NMC lithium battery pack offering 9hr autonomy, including options (production line starts Q1 2022) ***
7) Madvac LP61-G portable litter vacuum with Honda gas engine, skid-mount, including options, consumables and recommended spare parts
8) Madvac LP61-G portable litter vacuum with Honda gas engine, trailer mount, including options, consumables and recommended spare parts

For all models listed, volume discount and extended warranty options is also offered.
*** Because production line of the LS125 sweeper begins in Q1 2022, list of consumables and spare parts are not finalized for the LS125 sweeper. However, pending an awarded contract, these items will be added using a PnP Product Change Request Form to be submitted in a few days after the contract officially begins.
(See uploaded documents in Marketing Plan Samples folder - Madvac brochures (7) and product overviews (6))

Two reasons why so many private and public sector organisations purchase Madvac units:
1) our unique on and off-road machines are designed to remove litter and debris in many areas that conventional street sweepers and other large-size equipment cannot access or manage. This includes parking lots, sidewalks & curbs, bus shelters, bike trails, pathways, alleys, pedestrian lanes, public markets, plazas, alongside buildings, runways, and fence lines.
2) our units are known as being the ideal, most efficient, and safe solution to remove litter quickly and easily, versus conventional methods which include:
a) manual litter picking (demeaning work, slow, inefficient, not safe)
b) blowing the litter onto the street (slow, inefficient, noisy, provokes lots of dust in the air -negative impact on air quality, unpleasant for pedestrians near-by)
c) displacing the litter onto the street using water pressure, (not environmentally friendly, increases pollution in the waterways, constant need to replenish water tanks)
d) displacing the litter using a machine or vehicle that has rotating brushes (provokes lots of dust in the air – negative impact on air quality, unpleasant for pedestrians near-by)
e) walk-behind type litter vacuums (slow, operator must be on his/her feet, limited litter capacity)
All these litter removal options are also dependant on favorable climate conditions to do the work.

Madvac units provide customers with a better alternative:
a) each Madvac model effectively replaces 6 to 8 manual litter pickers
b) LN/LR units (diesel and electric) are all-terrain vehicles
c) operator is seated on the machine, at a safe distance from the litter
d) for operator comfort, units like the LS175 / LS125 sweepers and LR50 litter vac offer a closed cabin environment – ideal during less favorable weather conditions
e) all our machines can collect litter that is dry, humid, or wet
f) each Madvac model has a unique dust control system that preserves air quality
g) Madvac VeV units offer up to 9-hr autonomy, zero emission, low dB solution for litter removal (for many municipal and educational customers lower dB is a particularly important feature)
h) our ride-on litter vacuums can cover much more ground than walk behind models – they do not require a CDL to operate, have full street legal lighting, and are equipped with a 15-foot wander hose for hard-to-reach areas.
i) litter capacity of our ride-on units is greater than all walk-behind models on the market.
(See uploaded document in Financial Strength folder "Madvac models – litter applications")

Additional important information concerning our product line:
LS175 and LS125 sweepers
1) LS175 and Q1 2022 LS125 VeV are the ONLY 48-inch wide, closed cabin, tip to dump sweepers built in North America. This proximity to the American and Canadian market puts us at a definite advantage over our competitors in this product category. It also allows us to ship any of the 5000+ spare parts we hold in inventory to any USA. or Canada location within 48 hours. Many customers express frustration about down-time waiting for parts to arrive from overseas. This also includes the high shipping costs of sending parts from abroad. Exprolink has an excellent track record in its ability to get machines back out in the field quickly.
2) LS175 diesel model is the least costly 48" wide, closed cabin, tip-to-dump compact sweeper on the market.
LS175 video: https://www.youtube.com/watch?v=lxY6ZHAZLkk
3) LS125 electric with NMC battery packs will offer up to 9h autonomy. Can be charged using standard level 2 charger J1772 at 6KW or 110-volt standard wall socket.

LN50 / LR50 - diesel and electric
1) LN50 and LR50 models are the ONLY units on the market equivalent to the 2020 discontinued Tennant ATLV 4300. This popular machine was used by many educational facilities, municipalities, contractors, and airports. These customers will sooner or later turn to Madvac for replacement units – our current 2021 LN/LR50 sales clearly show this has already started with many more POs to come in 2022 and beyond. (See uploaded document in Upload Additional Documents Folder "Tennant ATLV")
LR50 video: https://www.youtube.com/watch?v=i_QcIIS9DRI
2) Both LN50 and LR50 models can be equipped with a touch-free medical waste bin for syringes and other materials that may be high risk for employee safety.
3) LN50 / LR50 electric with NMC battery packs will offer up to 9h autonomy. Can be charged using standard level 2 charger J1772 at 6KW or 110volt standard wall socket. (This charging option is particularly interesting for many customers)
LN50 electric video: https://www.youtube.com/watch?v=m0xyiKEPFGY
For LN50, LR50 and LS125 vocational electric vehicles (VeV), our strategic battery provider is world renowned, California-based Zero Motorcycles https://www.zeromotorcycles.com/
(See uploaded document – Exprolink-Zero press release)
Zero Motorcycles combine the best aspects of a traditional motorcycle with today's most advanced

		technology. Zero produces high-performance electric motorcycles that are lightweight, efficient, fast off the line and fun to ride. The company is 15 years in business and delivers more batteries than all other suppliers of motorcycle/ATV's combined. Zero has signed strategic partnerships with a select group of OEM manufactures in various applications such as Polaris, and Exprolink. Zero battery packs will offer unprecedented 9h autonomy – best of class performance for vacuum vehicles that correspond to the dimension/weight of our equipment. (See uploaded document in Upload Additional Documents folder "Exprolink-Madvac LN50-LR50 electric") LP61-G – gas 1) Available skid-mount and trailer-mount. The ONLY compact, portable litter vacuum built in North America that offers vacuuming power up to 3000 CFM with 50-gallon litter capacity. LP61-G video: https://www.youtube.com/watch?v=fFSPwxRsISM 2) • Litter capacity of the LP61-G skid-mount can be significantly increased with addition of the optional LC400 or LC600 Collector. These unique, electric trailer-mount units allow operator to transfer litter from the 61-G skid-mount unit to the Collector for increased litter capacity and efficiency out in the field. The LC400 offers 4 cubic yards of litter capacity, and the LC600 provides 6 cubic yards. (See uploaded document in Marketing Plan Samples folder "LP61-G - electric Collector option") In conclusion, the Madvac line of compact sweepers and litter vacuum units are the ideal products for quick and safe litter removal in all the areas that street sweepers and other large pieces of equipment cannot access or manage. Our electric units in partnership with battery provider Zero Motorcycles, our extensive network of dealers/agents, our ability to sell direct, the financial strength of our company including support from the Quebec government, our field sales personnel and customer support teams, competitor Tennant discontinuing the ATLV 4300 – all these elements clearly show Exprolink will achieve unprecedented growth in the coming years. We want to remain a Sourcewell awarded contract vendor because of the progression we have demonstrated so far with our existing contract and firmly believe Exprolink/Madvac sales are on the verge of unprecedented growth in 2022 and beyond.	
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. [Refer also to RFP Section II. B. 2 for potential subcategory descriptors.]	N/A	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Street, sidewalk, and parking lot sweeping and cleaning equipment	◉ Yes ○ No	More than 75% of all Exprolink / Madvac customers use our equipment for curb, sidewalk, and parking lot applications.	*
71	Runway sweeping and cleaning equipment	◉ Yes ○ No	All Exprolink / Madvac models can be used on runways, or in periphery of runways which includes surrounding grass areas.	*
72	Litter, trash, and debris vacuums	◉ Yes ○ No	All Exprolink / Madvac models are vacuum units for quick and safe removal of litter and debris, on and off road.	*
73	Supplies and replacement or wear parts related to the solutions in Lines 70 - 72 above	◉ Yes ○ No	As described in our response for Table 11.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than

one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - pricing.zip - Tuesday September 28, 2021 08:01:52
- Financial Strength and Stability - financial strength.zip - Tuesday September 28, 2021 08:03:16
- Marketing Plan/Samples - marketing plan samples.zip - Tuesday September 28, 2021 08:07:10
- WMBE/MBE/SBE or Related Certificates - WMBE.zip - Tuesday September 28, 2021 08:08:11
- Warranty Information - warranty.zip - Tuesday September 28, 2021 08:08:21
- Standard Transaction Document Samples - standard transaction documents.zip - Tuesday September 28, 2021 08:08:59
- Upload Additional Document - upload additional documents.zip - Tuesday September 28, 2021 08:09:52

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jean Bourgeois, President, Exprolink Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Street_Sweepers_RFP_093021 Wed August 25 2021 07:12 PM	☑	1
Addendum_1_Street_Sweepers_RFP_093021 Fri August 13 2021 02:49 PM	☑	2

DocuSign

Certificate Of Completion

Envelope Id: DD5B60374C4A4157993BC49D3A52446D
Status: Completed
Subject: Complete with DocuSign: 833_Sub_Compact_Sweeper CSA.pdf
Source Envelope:
Document Pages: 58
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Tonya Connolly
37101 Newark Boulevard
Newark, CA 94560
tonya.connolly@newark.org
IP Address: 206.128.122.185

Record Tracking

Status: Original
12/12/2023 8:38:11 AM

Holder: Tonya Connolly
tonya.connolly@newark.org

Location: DocuSign

Signer Events	Signature	Timestamp
Steve Burnett sburnett@tmhnc.com Security Level: Email, Account Authentication (None)	DocuSigned by: C3C2E9E3648141A... Signature Adoption: Drawn on Device Using IP Address: 174.249.151.235 Signed using mobile	Sent: 12/12/2023 8:50:26 AM Viewed: 12/12/2023 8:52:16 AM Signed: 12/12/2023 8:52:42 AM
Electronic Record and Signature Disclosure: Accepted: 12/12/2023 8:52:16 AM ID: a54d6290-32fe-4648-9122-76a85951ec6f		
Kristopher Kokotaylo kkokotaylo@meyersnave.com City Attorney Security Level: Email, Account Authentication (None)	DocuSigned by: Kristopher Kokotaylo ABFC8AFEC9714E4... Signature Adoption: Pre-selected Style Using IP Address: 206.128.122.185	Sent: 12/12/2023 8:52:43 AM Viewed: 12/12/2023 8:53:23 AM Signed: 12/12/2023 10:26:49 AM
Electronic Record and Signature Disclosure: Accepted: 12/12/2023 8:53:23 AM ID: 3cd8d09c-dd97-47a9-a530-cc230412da1c		
David Benoun david.benoun@newark.org NEWARK CITY MANAGER David Benoun Security Level: Email, Account Authentication (None)	DocuSigned by: David Benoun 075767B2C2304C4... Signature Adoption: Pre-selected Style Using IP Address: 206.128.122.185	Sent: 12/12/2023 10:26:51 AM Viewed: 12/12/2023 5:12:29 PM Signed: 12/12/2023 5:12:36 PM
Electronic Record and Signature Disclosure: Accepted: 12/12/2023 5:12:29 PM ID: 2983a1bb-7c75-4314-840a-4bae74ba2174		
Sheila Harrington sheila.harrington@newark.org City Clerk City of Newark Security Level: Email, Account Authentication (None)	DocuSigned by: Sheila Harrington AD90989DBABE45E... Signature Adoption: Pre-selected Style Using IP Address: 12.188.214.174	Sent: 12/12/2023 5:12:38 PM Viewed: 12/13/2023 1:23:25 PM Signed: 12/13/2023 1:24:27 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	12/12/2023 8:50:26 AM
Certified Delivered	Security Checked	12/13/2023 1:23:25 PM
Signing Complete	Security Checked	12/13/2023 1:24:27 PM
Completed	Security Checked	12/13/2023 1:24:27 PM
Payment Events	**Status**	**Timestamps**

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Newark:

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

To advise City of Newark of your new email address

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

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To request paper copies from City of Newark

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

To withdraw your consent with City of Newark

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

NEWARK

STAFF REPORT

Item D.6.

DATE	11/09/2023
TO	Honorable Mayor and City Council Members
FROM	Tonya Connolly, Maintenance Superintendent
SUBJECT	Adopt a resolution approving a Contractual Equipment and Services Agreement with RJMS Corporation dba Toyota Material Handling of Northern California for the purchase of a sub-compact sweeper

SUMMARY AND RECOMMENDATION

The Maintenance Division of the Public Works Department has identified a need to purchase a sub-compact sweeper and transport trailer to maintain the Class IV separated bike lanes equipped with K71 posts on Cherry Street and Newark Boulevard. The Capital Improvement Plan contains sufficient funding for these necessary purchases.

Staff recommends that the City Council approve Contractual Equipment and Services Agreements with RJMS Corporation dba Toyota Material Handling of Northern California for the purchase of a sub-compact sweeper.

BACKGROUND

The 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024 includes funding for the purchase of a sub-compact sweeper and transport trailer for the Maintenance Division of the Public Works Department as part of the Capital Improvement Plan, Project 1319. The City of Newark would utilize the sub-compact sweeper for maintenance of the new Class IV separated bike lanes equipped K71 posts located on Cherry Street and Newark Boulevard.

Purchase of a Madvac LS175 sub-compact sweeper would help streamline debris removal for the newly installed bike lanes to ensure long-term usability and safety. By investing in a sub-compact sweeper, the City further demonstrates its commitment to the well-being and safety of its citizens and promotes the use of bicycles as a viable mode of transportation that will help carbon emissions and encourage environmental stewardship. Clean bike lanes will also enhance the overall appearance of the City, creating a more inviting environment and biking experience for residents and visitors.

DISCUSSION/ANALYSIS

City staff utilized cooperative purchasing through Sourcewell to identify the vendor for the sub-compact sweeper. The City's purchasing ordinance authorizes cooperating purchase as an alternative option to Newark's formal bidding process. This allows the City to save

the cost and time associated with an additional formal bid process but also ensures competitive set prices established by another agency's formal bidding process. Sourcewell received bids for street sweepers and specialty sweepers with related equipment, accessories and supplies. RJMS Corporation dba Toyota Material Handling of Northern California was selected by Sourcewell through a competitive bidding process and was issued Contract No. 093021. RJMS Corporation dba Toyota Material Handling of Northern California was selected because it met the specifications issued by Sourcewell and submitted the lowest bid with the cost of the Madvac LS175 sub-compact sweeper set at $165,000. RJMS Corporation dba Toyota Material Handling of Northern California is the local distributor of Madvac LS175 sub-compact sweepers.

The sub-compact sweeper cost of $165,000 does not include a transport trailer and City logos which are estimated collectively not to exceed an additional $20,000. Those purchases are within the City Manager's authority and already budgeted. Thus, the total budget for the purchase of a new sub-compact sweeper, including the trailer and outfitting, is $185,000.

FISCAL IMPACT

The 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024 includes sufficient funding in the Capital Improvement Plan for the purchase of a sub-compact sweeper from RJMS Corporation dba Toyota Material Handling of Northern California.

REVIEW AND APPROVAL

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

Attachments

Sub Compact Sweeper Resolution
Agreement - Sub-Compact Sweeper

STAFF REPORT

Item D. 11.

DATE	07/25/2024
TO	Honorable Mayor and City Council Members
FROM	Michael Carmen, Assistant Engineer
SUBJECT	Adopt a resolution accepting the bid and awarding the contract for the Base Bid and Additive Alternate Bid No. 1 to VSS International, Inc. for 2024 Slurry Seal Program, Project No. 1345 (CIPA10006.FY2024); Exempt from CEQA review per CEQA Guidelines Section 15301

SUMMARY AND RECOMMENDATION

Bids for 2024 Slurry Seal Program, Project No. 1345 (CIPA10006.FY2024) were opened on June 25, 2024. The low monetary bidder, VSS International, Inc. provided a responsive bid, is experienced in this type of project, and is a responsible contractor.

Staff recommends that the City Council adopt a resolution accepting the bid and awarding the contract for the Base Bid and Additive Alternative Bid No. 1 to VSS International, Inc., in the amount of $422,000 for 2024 Slurry Seal Program, Project No. 1345 (CIPA10006.FY2024). Staff also recommends including an additional $42,000 in construction contingency, bringing the recommended allocation for the project to $464,000.

BACKGROUND

The application of slurry seal to an existing asphalt surface is considered a preventative maintenance treatment for roadway pavement. It involves the application of sealant materials, which are designed to extend pavement life. Slurry seal consists of a thin overcoat inclusive of water, asphalt emulsion, aggregate, and additives designed to protect the underlying pavement structure and provide a new driving surface. Slurry seal extends pavement life an additional five to seven years before a mill and fill, overlay, or full reconstruction is required. Slurry seal is less intensive than a typical pavement overlay, but more cost-effective, which allows for a greater number of streets to be treated. The quick application and dry time of slurry seal also minimize impacts to local traffic.

The project also includes one Additive Alternate Bid Item which would include black-colored aggregates instead of the typical grey-colored aggregates in the slurry seal mixture. Use of black-colored aggregates allows the slurry seal to maintain a darker appearance for a longer period, resulting in a better color-contrast and improved

visibility of pavement striping and markings on the roadways.

Streets that will receive a slurry seal with the 2024 Slurry Seal Program, Project No. 1345 (CIPA10006.FY2024) include:

Street	Slurry Seal Limits
Argonne Street	Mirabeau Drive - Rochelle Avenue
Baine Avenue	Cherry Street – Olive Street
Breton Drive	Cedar Boulevard – Tourraine Drive
Brittany Avenue	Newark Boulevard – Mirabeau Drive
Cabernet Avenue	Haley Street – Tozier Street
Elm Street	Thornton Avenue – UPRR
Laurel Street	Peachtree Avenue – Thornton Avenue
Locust Street	Thornton Avenue – UPRR
Locust Street	Peachtree Avenue – Sunset Avenue
Mowry School Road	Cedar Boulevard – HWY 880/South
Nelson Place	Sheridan Court – End
Oldham Place	Windermere Drive – End
Papaya Street	Peachtree Avenue – Peachtree Avenue
Peachtree Avenue	Willow Street – Spruce Street
Rochelle Avenue	Cherry Street – Cedar Boulevard
Sheridan Court	Reymouth Drive – End
Souza Avenue	Burdick Street – End
Spruce Street	Thornton Avenue – Mayhews Landing Road
Sunset Avenue	Spruce Street – Locust Street
Tozier Street	Haley Street – Cabernet Avenue
Walnut Street	Thornton Avenue - UPRR

DISCUSSION/ANALYSIS

Bids for the 2024 Slurry Seal Program, Project No. 1345 (CIPA10006.FY2024) were opened on June 25, 2024. The City received a total of four bids as follows:

Bidder	Base Bid	Additive Alternate Bid Item 1	Base Bid PLUS Additive Alternate Bid Item 1

VSS International, Inc.	$409,000.00	$13,000.00	$422,000.00
Graham Contractors, Inc.	$462,945.00	$22,750.00	$485,695.00
Pavement Coatings Co.	$516,564.15	$32,500.00	$549,064.15
Doolittle Construction, LLC	$733,000.00	$6,500.00	$739,500.00
Engineer's Estimate	$594,280.50	$52,000.00	$646,280.50

As stated in the Project Specifications, determination of the low monetary bidder was based on the total Base Bid.

The lowest monetary bidder, VSS International, Inc., submitted a responsive bid and is experienced in this type of project.

Based on the bid submitted by VSS International, Inc., staff recommends the addition of Additive Alternate Bid No. 1 (Substitution of Black Aggregate) to the construction contract. There are sufficient funds for this project to include the recommended Additive Alternate Bid No. 1.

FISCAL IMPACT

In addition to the $422,000 contract amount, staff recommends including an additional $42,000 in construction contingency, equivalent to approximately ten percent (10%) of the contract amount, to account for material testing and other unanticipated construction costs. The added contingency would bring the recommended allocation for the project to $464,000.

Using Highway Users Tax Account funds, this project was previously budgeted in the 2022-2024 Biennial Budget and Capital Improvement Program under Project 1345 (CIPA10006.FY2024). The previously approved, unexpended appropriation will be carried over to FY 2025 for the continuation and completion of this project. Therefore, there is no fiscal impact on the 2024-2026 Biennial Budget and Capital Improvement Program.

ENVIRONMENTAL/PLANNING COMMISSION REVIEW

The repair and maintenance of existing facilities is categorically exempt under the California Environmental Quality Act (CEQA) section 15301 (Existing Facilities).

REVIEW AND APPROVAL

Prepared by – Michael Carmen, Assistant Engineer
Reviewed by – Diana Cangco, Acting City Engineer
Reviewed by – Lenka Hovorka, Assistant City Manager
Reviewed by – Krysten Lee, Finance Director
Reviewed by – Kristopher J. Kokotaylo, City Attorney
Approved by – David J. Benoun, City Manager

Attachments

1036_Resolution_1345_CIPA10006.FY2024

PW Contract

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ACCEPTING THE BID AND AWARDING THE CONTRACT FOR THE BASE BID AND ADDITIVE ALTERNATE BID NO. 1 TO VSS INTERNATIONAL, INC. FOR THE 2024 SLURRY SEAL PROGRAM, PROJECT NO. 1345 CIPA10006.FY2024.

WHEREAS, the Public Works Department invited sealed bids for the construction of public improvements for 2024 Slurry Seal Program, Project No. 1345 CIPA10006.FY2024 (the "Project"); and

WHEREAS, the City has, upon due notice, received a total of four bids for the Project that were reviewed by staff for responsiveness and responsibility; and

WHEREAS, as stated in the Project Specifications, determination of the low monetary bidder was based on the total Base Bid; and

WHEREAS, VSS International, Inc. was determined to be lowest responsible bidder with a Base Bid of $409,000 and Additive Alternative Bid Item 1 of $13,000; and

WHEREAS, staff also recommends allocating an additional $42,000 in construction contingency, which would bring the total allocation for Project No. 1345 CIPA10006.FY2024 to $464,000;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby find that VSS International, Inc. is the lowest responsive and responsible bidder for 2024 Slurry Seal Program, Project No. 1345 CIPA10006.FY2024, in the City of Newark.

BE IT FURTHER RESOLVED that the City Council does hereby accept said bid of said company and does hereby authorize the City Manager of the City of Newark to execute an agreement with said company, in a form approved by the City Attorney, for the construction of 2024 Slurry Seal Program, Project No. 1345 CIPA10006.FY2024, according to the specifications and terms of said bid for the Base Bid plus Additive Alternate Bid No. 1 in an amount not to exceed $422,000.

BE IT FURTHER RESOLVED that the City Council does hereby approve a construction contingency in the amount of $42,000 resulting in a total allocation of $464,000 for the Project, with funding through previously appropriated Highway Users Tax Account funds as follows:

Description	Expenditure	Amount
Gas Tax - HUTA	Fund 201.90.091.910.6221.CIP001345	$464,000

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager, or their designee, to execute any change orders necessary to account for material testing and other unanticipated construction costs within the total allocation for the Project.

BE IT FURTHER RESOLVED that the City Manager is authorized to take any actions necessary to effectuate the intent of this Resolution.

AGREEMENT (PUBLIC WORKS CONTRACT)

THIS AGREEMENT, made and entered into this ___ day, of _____, 2024, and between the CITY OF NEWARK, a municipal corporation and the General Law Class, State of California, hereinafter called the "CITY" and VSS International Inc., a _____, hereinafter called the "CONTRACTOR":

WITNESSETH:

That the City and Contractor for the consideration, hereinafter named, agree as follows:

1. That complete Contract includes all of the Contract Documents as if set forth in full herein, to wit: the Notice to Contractors; the Proposal to the City of Newark; the Accepted Bid (Unit Price Schedule); the Bidder's Statement of Subcontractors'; the Performance Bond; the Payment Bond; the Plans and Specifications; this Agreement; and all Addenda setting forth any modifications or interpretations of any of said Documents.

2. The Contractor will furnish all materials except as otherwise provided in the Specifications and on the Plans and will perform all the work necessary to construct and complete in a good workmanlike and substantial manner, and to the satisfaction of the Engineer, public improvements in accordance with that certain document headed:

2024 SLURRY SEAL PROGRAM, PROJECT No. 1345

and the Standard Specifications and Plans of the Department of Transportation, State of California, dated May 2006.

All of the above work is on City property, and under the direction of the Engineer or other official designated by the City to supervise said work, all as provided in and subject to the Contract Documents.

1. The Contractor shall comply with all applicable local, state, and federal regulations.

2. The Contractor shall maintain a valid Class A and C-12 California Contractor License throughout the performance of work under this contract.

3. The Contractor shall submit a receipt copy or other evidence showing payment of the current City of Newark Business License fee.

4. The Contractor shall provide a Certificate of Insurance to show proof of Comprehensive General Liability Insurance of (minimum) $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and bodily damage; and Workers Compensation and Employers Liability Insurance as required by the Labor Code of the State of California.

5. As of July 1, 2014, all contractors bidding on this project are required to register with the Department of Industrial Relations (DIR) and to pay the required annual fee. Under California Labor Code section 1771.1, as amended by SB 854, unless registered with the DIR, a contractor may not bid, nor be listed as a subcontractor, for any bid proposal submitted for public works projects on or after March 1, 2015. The Contractor will be required to submit certified payrolls during the course of this project. This project is subject to compliance enforcement and monitoring by the State of California DIR.

6. The City will pay the Contractor in current funds for the performance of the Contract on the basis of the accepted unit prices and the actual measured quantities of work done at such time as are stated in the Specifications, and will otherwise fulfill its obligations thereunder.

7. All time limits stated in the Contract Documents are of the essence of this Agreement.

8. The statement of prevailing wages appearing in the Equipment Rental Rates and General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of said terms of said proposal conflicting herewith.

9. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

10. If any action shall be brought by the City for the enforcement of any of the conditions, covenants or agreements herein the prevailing party shall recover reasonable attorney's fees.

11. The Contractor hereby agrees to defend, indemnify, and save harmless City, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, injury, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, City, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of Contractor, its officers, employees or agents in the performance of any service or work pursuant to this Contract.

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require Contractor to indemnify City, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

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

Approval of the insurance contracts does not relieve the Contractor or subcontractors from liability under this paragraph, including but not limited to the duty to indemnify City set forth herein. By execution of this Contract Contractor acknowledges and agrees that it has read and understands the provisions hereof and that this paragraph is a material element of consideration.

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

CITY OF NEWARK
a Municipal Corporation

By_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

FOR THE CONTRACTOR:

_____

_____

By_____

STAFF REPORT

Item D. 12.

DATE	07/25/2024
TO	Honorable Mayor and City Council Members
FROM	Diana Cangco, Acting City Engineer
SUBJECT	Adopt a resolution authorizing the City Manager to execute a Cooperative Agreement with the Alameda County Water District for water main design and construction associated with the Old Town Streetscape Improvements, Project 1258

SUMMARY AND RECOMMENDATION

The Old Town Streetscape Improvements, Project 1258, is a key component of the Old Town Specific Plan and aims to serve as a catalyst for private investment within the Old Town neighborhood by improving access, safety and connections for pedestrians, bicyclists and transit users along Thornton Avenue between Olive Street and Ash Street. As part of their Small Diameter Water Main Renewal Program, the Alameda County Water District (ACWD) plans to replace the existing water system within this segment of Thornton Avenue.

To allow for a much more efficient and economical design and construction effort, as well as minimize disruption to property owners of the Old Town neighborhood during construction, staff and ACWD desire to combine their respective improvements into a single project (the Joint Project). The Joint Project will include professional engineering design services, construction, inspection, testing acceptance, and warranties related to City and ACWD improvements within the Old Town Streetscape Improvements street areas.

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a Cooperative Agreement with ACWD, in a form approved by the City Attorney, for water main design and construction associated with the Old Town Streetscape Improvements, Project 1258.

BACKGROUND

In 2021, the Old Town Specific Plan was approved, bringing together 30 years of planning and analysis to identify a grand vision to revitalize the Historic Newark Old Town area as a vibrant mixed-use neighborhood, with a strong sense of place, thriving retail and commercial businesses, a range of housing choices for existing and future residents, a streetscape that prioritizes bicycles and pedestrians, and public spaces that allow community members to gather with their neighbors.

In September 2023, the City entered into a Contractual Services Agreement with CSW Stuber-Stroeh Engineering Group for Professional Design Services for the Old Town Streetscape Improvements. As part of their Small Diameter Main Renewal Program, ACWD plans to replace approximately 1,750 feet of water main within the alignment of Thornton Avenue within the Old Town Streetscape Improvements project area. The work would include replacement and relocation of an existing 8-inch and 12-inch water mains, fire hydrants, water service laterals, and related appurtenances.

DISCUSSION/ANALYSIS

In order to allow for a much more efficient and economical design and construction effort, as well as minimize disruption to property owners of the Old Town neighborhood during construction, staff and ACWD desire to combine their respective improvements into a Joint Project. The Joint Project would allow the City's consultant team, CSW Stuber-Stroeh Engineering Group, to design both the City and ACWD improvements as a single project. Similarly, the construction of the Joint Project would be bid as a single project, with one contractor selected to construct all improvements concurrently. In all, the Joint Project would include professional engineering design services, construction, inspection, testing, acceptance, and warranties related to City and ACWD improvements within the Old Town Streetscape Improvements project area.

A Cooperative Agreement has been prepared to facilitate this joint effort between the City and ACWD. The agreement addresses roles, responsibilities, and cost-sharing for the City and ACWD to complete the design and construction of the Joint Project improvements. The City would serve as the lead agency and administer the contracts for both professional engineering design services and the construction of the Joint Project improvements. ACWD participated in the evaluation of proposals received for professional engineering design services in support of the Joint Project. Construction bid items associated with ACWD's water system improvements would be identified separately as Alternate Bid Items in the construction contract. Upon review of all construction bids received, ACWD would reserve the option to remove their water system items from the construction contract should the cost or other terms be unacceptable.

FISCAL IMPACT

Partnering with ACWD and entering into the Cooperative Agreement would not cause additional project costs for the City. Instead, both City and ACWD staff anticipate that combining our two projects will result in a more efficient and economic design and construction process.

Per the terms of the Cooperative Agreement, ACWD will be responsible for 100% of the cost of professional engineering services, materials, and equipment attributed specifically to the design and construction of their water system improvements. A 5% administrative fee would also be added to all ACWD construction costs to reimburse the City for administration and construction management of the Joint Project contracts.

REVIEW AND APPROVAL

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

Attachments

Resolution

Cooperative Agreement

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE AGREEMENT WITH THE ALAMEDA COUNTY WATER DISTRICT IN A FORM APPROVED BY THE CITY ATTORNEY FOR THE WATER MAIN DESIGN AND CONSTRUCTION ASSOCIATED WITH THE OLD TOWN STREETSCAPE IMPROVEMENTS, PROJECT 1258.

WHEREAS, on September 23, 2021, the City Council adopted the Old Town Specific Plan, bringing together over 30 years of planning and analysis for Newark's Old Town neighborhood; and

WHEREAS, Old Town Streetscape Improvements, Project 1258 is a key component of the Old Town Specific Plan and aims to serve as a catalyst for private investment within the Old Town neighborhood by improving access, safety and connections for pedestrians, bicyclists, and transit users; and

WHEREAS, the Alameda County Water District (ACWD), as part of their Small Diameter Main Renewal Program, plans to replace existing water mains in the same street sections associated with Project 1258; and

WHEREAS, to ensure an efficient and economical design and construction effort and to minimize the disruption to property owners of these areas during construction, a combined single project is desirable and would include professional design services, construction, inspection, testing, acceptance and warranties related to the City and ACWD improvements in these areas; and

WHEREAS, a Cooperative Agreement has been prepared to facilitate this joint effort between the City and ACWD, with the City serving as the lead agency. This agreement provides for the roles, responsibilities, and cost-sharing for the City and ACWD to complete the design and construction of the collective improvements.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby authorize the City Manager to execute a Cooperative Agreement with the Alameda County Water District in a form approved by the City Attorney for the water main design and construction associated with the Old Town Streetscape Improvements, Project 1258.

COOPERATIVE AGREEMENT

BETWEEN CITY OF NEWARK AND THE ALAMEDA COUNTY WATER DISTRICT FOR COST SHARING FOR WATER MAIN INSTALLATION WORK FOR THE NEWARK OLD TOWN STREETSCAPE AND MAIN RENEWAL PROJECT (City Project P1258, ACWD Job XXXXX)

This "Cooperative Agreement for the Newark Old Town Streetscape and Main Renewal Project (City Project P1258, ACWD Job XXXX)" ("Agreement") is made and entered into by and between the City of Newark, a municipal corporation ("City"), and the Alameda County Water District ("ACWD"), a county water district duly organized and existing under the County Water District Law (being Division 12 of the Water Code of the State of California). City and ACWD may be collectively referred to herein as the "Parties."

RECITALS

A. As part of its Small Diameter Main Renewal Program, ACWD is planning and intends to construct or cause the construction of improvements to its water system within the City right-of-way, including approximately 1,750-feet of water main within the alignment of Thornton Avenue between Ash Street and Cherry Street, Dairy Street between Thornton Avenue and Sycamore Street, Sycamore Street between Dairy Avenue and Thornton Avenue, Magnolia Street between Thornton Avenue and Rich Avenue, and connections at cross streets along this alignment. The work will include replacement and relocation of existing 8-inch and 12-inch water mains with 12-inch water mains, fire hydrants, water service laterals, and related appurtenances (ACWD Job XXXX, the "ACWD Waterline Work").

B. The City is planning and intends to construct the Newark Old Town Streetscape Project (City Project P1258, the "City Project"), in accordance with the City's Old Town Specific Plan, which encompasses a 76-acre area, to revitalize Old Town Newark as a vibrant mixed-use neighborhood; the City Project includes reconstructing the streets with new curb and gutter, sidewalk, pavement section, improved and/or new storm water drainage systems, and landscaping in and around Thornton Avenue from Ash Street to Olive Street and include the existing public plaza areas on the north side of Magnolia Street & Thornton Avenue and the Carter Station Plaza at the south side of Sycamore Street and Thornton Avenue.

C. The ACWD Waterline Work and City Project both involve major improvements to utilities and other infrastructure within the public right-of-way and within the same general geographic area as shown in Exhibit A, attached hereto.

D. In order to provide for the most efficient and cost-effective implementation of the two projects, to minimize disruption to the infrastructure improvements in the City Project area and impacts to Newark residents due to traffic and water service outages, the Parties desire to combine the work into a single project to the extent possible. To this end, the Parties intend to include the

ACWD Waterline Work into the City Project, the combined project being referred to herein as the "Joint Project."

E. It is the intent of the City to administer the Joint Project. It is the intent of ACWD to support City's implementation of the Joint Project and to reimburse the City's reasonable costs of the ACWD Waterline Work.

F. The inclusion of the ACWD Waterline Work into the Joint Project will require coordination between the City and ACWD regarding the acquisition of permits, design and design review, construction, inspection, testing, acceptance, and warranties for the Joint Project.

G. Beginning in June 2023, the City and ACWD coordinated on the preparation of the City's Request for Proposals (RFP) for providing professional design services for the design of the Joint Project. ACWD reviewed the RFP and provided comments and edits on the scope of the ACWD Waterline Work to be included in the City Project as optional design tasks. Accordingly, the City has included optional scope items to cover design services for the ACWD Waterline Work in the City Project RFP.

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

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

1. <u>ADVERTISING AND AWARD OF DESIGN AND ENGINEERING SERVICES IN SUPPORT OF THE JOINT PROJECT.</u>

1.1. The City and ACWD previously coordinated on the development of the RFP for the design and engineering services in support of the Joint Project ("Joint Design") RFP. The City advertised the Joint Design RFP, including the design and engineering services related to the ACWD Waterline Work, in accordance with the City's practices and applicable law. Design and engineering services associated with the ACWD Waterline Work were included separately in the RFP as "optional" work.

1.2. Upon receipt of proposals for the work, the City share the proposals received, including costs for the ACWD Waterline Work, with ACWD. ACWD reviewed and provided input on the evaluation and ranking methodology; however, the City retained the sole discretion to select the method with which proposals were evaluated and ranked. ACWD participated in the evaluation of the proposals and the City and ACWD conferred regarding the proposals;

however, the City retained the sole discretion to select the proposer based on the proposal in accordance with its proposal evaluation criteria.

1.2.1. Should ACWD conclude that the City's selected proposal does not meet ACWD's needs, then the "optional" ACWD Waterline Work will not be awarded by the City, and ACWD shall be responsible for completing the design of the ACWD Waterline Work. In this event, the City and ACWD shall confer as to their collective approach to implementation of their individual projects, and this Agreement may be terminated in writing by either Party.

1.2.2. Should ACWD be satisfied that the City's selected proposal meets ACWD's needs, ACWD will provide written confirmation of its agreement with the City's selection. The City will then award the Joint Design work, including design and engineering services in support of the ACWD Waterline Work, to the selected proposer ("Design Consultant") in accordance with its practices and applicable law.

2. COORDINATED DESIGN AND ENGINEERING WORK.

2.1. City's hired Design Consultant shall prepare the design and construction contract documents for the ACWD Waterline Work ("Waterline Work Product") to be incorporated into Joint Project, and other requirements pursuant to Sections 3 through 5.

2.2. ACWD agrees to pay one hundred percent (100%) of the costs for design services scope items for ACWD Water Pipeline as shown in Exhibit B, attached hereto.

2.3. All Waterline Work Product shall be and are the property of ACWD who shall be entitled to access and to copy the Waterline Work Product during the progress of the work. If requested by ACWD, the City shall deliver one copy of the Waterline Work Product remaining in the hands of the City, or in the hands of the Design Consultant, or any subcontractor, upon completion or termination of the work or Agreement to ACWD. The City assigns to ACWD all right, title, and interest in and to the Waterline Work Product, including ownership of copyright in the Waterline Work Product. ACWD may utilize any material prepared or work performed by the City's hired Design Consultant pursuant to this Agreement, in any manner which ACWD deems proper without additional compensation to the City. The City shall not disclose project related data or information without the prior written consent of ACWD.

2.4. The Joint Project construction contract documents shall include a schedule of "bid items" for which each bidder shall identify a "bid item amount." The bid items for the ACWD Waterline Work ("ACWD Bid Items") shall be incorporated in the Joint Project bid and construction documents, along with the estimated quantity for each bid item.

2.5. All City bid items will be contained in the Base Bid. The ACWD Bid Items shall be included on a separate bid item schedule (e.g. “Waterline Work”) and shall be characterized as “Alternate Bid Items” in the construction contract that may be awarded with the Base Bid items, later by change order, or excluded from the award. For the purposes of bid comparison and determination of the lowest responsive and responsible low bid, the Waterline Work bid schedule shall be added to the City bid items.

2.6. ACWD shall review the portion of the design, construction plans, and specifications related to ACWD Waterline Work at ACWD's sole cost and expense.

2.7. City shall provide ACWD 50%, 90%, and 100% design submittals, to include the design drawings and specifications, for any ACWD Waterline Work incorporated into the Joint Project for review. ACWD shall promptly and diligently review each design submittal, and provide comments, if any, to City within twenty-one (21) calendar days of ACWD's receipt of the respective design submittal.

2.8. At least thirty-five (35) calendar days prior to the advertisement of bids, City shall provide ACWD with a complete copy of the 90% design submittal for review, including but not limited to, the 90% drawing set, General Conditions, Special Conditions, Technical Specifications, and payment item schedule, including the ACWD Bid Items. ACWD shall promptly and diligently review the 90% Design Submittal for Joint Project, and provide comments, if any, to City within fourteen (14) calendar days of ACWD's receipt of the 90% design submittal. City shall reasonably consider ACWD proposed modifications of the 90% design submittal. City shall supply within seven (7) calendar days written explanation, including reasons why and justification for, any ACWD modifications not included. If ACWD believes that its modifications should be included in the Construction Contract plans and specifications for Joint Project after reasonably considering City's written explanation, ACWD and City shall meet and confer in good faith to reach a mutually acceptable solution.

2.9. If re-design of ACWD’s work is required due to unforeseen conditions, the City’s design consultant is responsible for the re-design. ACWD shall review the revised design and shall provide the City a written notice of approval of the re-design with in seventy-two (72) hours after ACWD receives the re-design.

3. <u>ENVIRONMENTAL REVIEW AND PERMITTING.</u>

3.1. City will serve as the lead agency for California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) for the joint project in accordance with the Federal and State grant requirements. ACWD will be a responsible agency with discretionary approval authority

over the project. The City will pay for the environmental review costs associated with the filing of the NEPA and CEQA for the Joint Project.

3.2. City will acquire all environmental, right-of-way and construction related permits for the Joint Project that includes ACWD Waterline Work in accordance with the Federal and State grant requirements. No City of Newark encroachment permit fee will be paid by ACWD.

4. BIDDING AND AWARD OF CONSTRUCTION CONTRACT.

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

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

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

4.4. ACWD shall, within Five (5) working days of its receipt of the final bid documents and the City's selected bid, indicate whether it supports the City proceeding with the award of the ACWD Waterline Work along with the City's award of the Joint Project Construction Contract.

4.4.1. Should ACWD conclude that the City's selected bid does not meet ACWD's needs, then the "alternate" ACWD Waterline Work will not be awarded by the City, and ACWD shall be responsible for completing construction of the ACWD Waterline Work. In this event, the City and ACWD shall confer as to their collective approach to implementation of their individual projects, and this Agreement may be terminated in writing by either Party.

4.4.2. Should ACWD be satisfied that the City's selected bid meets ACWD's needs, ACWD will provide written confirmation of its agreement with the City's selection. The City will then award the Joint Project construction work, including construction of the ACWD Waterline Work, to the selected bidder ("Contractor") in accordance with its practices and applicable law, and the District will proceed to authorize budgeted funds for construction of the ACWD Waterline Work.

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

5.1. The City shall administer the Construction Contract for the Joint Project including the ACWD Waterline Work. ACWD shall support the City's administration of the construction work.

5.2. ACWD will provide specialty waterline construction inspection, assist with construction management for all components of any ACWD Waterline Work during construction, and shall promptly communicate to City pursuant to each rejection or acceptance of the quality of materials and construction work relating to the ACWD Waterline Work. ACWD shall retain the right to review any RFI related to Waterline Work concurrent with City's design review, and shall be afforded the opportunity to provide input prior to the City's response to the Contractor. ACWD's inspection responsibilities shall include, but not be limited to, inspections of: (a) installation of the permanent waterline and all associated appurtenances, (b) waterline connections, (c) pressure and bacterial testing, (d) backfill of the trench up to one foot over the top of pipe, and (e) final acceptance of ACWD Waterline Work as complete. City shall, in turn, communicate each acceptance or rejection of the quality of materials and construction work to Contractor. City shall require Contractor to cooperate with ACWD, and ACWD's agents, in inspection of all ACWD Waterline Work, provided that: (a) ACWD shall coordinate all inspections with City; (b) all communication with Contractor shall be through City's Resident Engineer (except in an emergency situation to the extent necessary for the protection of persons or property); and (c) when conducting any inspections, ACWD shall not take any actions that unreasonably interfere with Contractor's performance, direct Contractor's performance in the field, or authorize any additional work. ACWD shall have an inspector available to be on-site as needed during Contractor's approved working hours, upon forty-eight (48) hours' notice from Contractor. Inspection requested by Contractor for work on Saturdays, Sundays, or ACWD Holidays, or nights shall be requested fourteen (14) calendar days in advance of the scheduled work.

5.3. No modifications or connections to the District's existing sterile water system shall be performed without the presence and direction of authorized District staff.

5.4. To the extent ACWD inspections at any stage reveal a failure by Contractor to meet the requirements of the Construction Contract and the ACWD Plans, ACWD shall provide a written explanation of the basis for the failure. City shall forward all comments provided by ACWD to Contractor, instruct Contractor to take all appropriate actions to correct its work, and shall not accept these components of the ACWD Waterline Work until ACWD approves them.

5.5. Both City and ACWD shall maintain all documents related to any ACWD Waterline Work, including all daily logs, inspector notes, testing, and correspondence and each party shall provide copies of all such documents to the other party upon request.

5.6. During the course of construction of any ACWD Waterline Work, City shall cause its Contractor to allow ACWD to regularly inspect, after reasonable notice, record ("redline") drawings of any ACWD Waterline Work. City shall supply redline drawings of any ACWD Waterline Work to ACWD upon City's acceptance of the City Project as complete. The redline drawings shall show the location and details of any changes made during construction to any ACWD Waterline Work.

The City shall be responsible for the day-to-day inspection and approval for all components of the Joint Project, except that ACWD shall be responsible for inspecting the ACWD Waterline Work provided that the City shall provide ACWD with at least twenty-four (24) hours prior notice of the date that the work is available for inspection. ACWD, in its sole discretion, may have an ACWD inspector present on-site when the ACWD Waterline Work is being performed. If after inspecting the ACWD Waterline Work, ACWD determines that any of the work does not comply with the drawings and specifications for the ACWD Waterline Work as set forth in the Joint Project contract, ACWD shall provide the City with written notice specifying its basis for such determination within seventy two (72) hours after ACWD inspects the ACWD Waterline Work. ACWD's failure to timely notify the City of its determination of noncompliance of any matter shall be deemed ACWD's acceptance of such matter. The City shall, in turn, forward all comments to the Contractor, instruct the Contractor to take appropriate actions to correct its work, and shall not accept the ACWD Waterline Work until ACWD approves in writing, which approval shall not be unreasonably withheld. The City shall require the Contractor to cooperate with ACWD in inspection of the ACWD Waterline Work. The time impact analysis will be used to determine the time impacts associated with changes caused by the ACWD work. The cost split associated with concurrent delays caused by both parties work, the cost split shall be proportional to each party's contribution to the delay, based on a time impact analysis.

6. CONSTRUCTION COSTS AND OWNERSHIP ASSOCIATED WITH ACWD WATERLINE WORK AND ADMINISTRATIVE FEE.

6.1. The as-bid construction cost for the ACWD Bid Items shall be as identified separately on the bid schedule to be included in the Construction Contract ("ACWD As Bid Construction Cost"). The as-bid construction cost, including labor, material, permit fees, equipment and warranties for the ACWD Bid Items shall be determined before the Construction Contract is awarded by the City. As full consideration for the satisfactory performance by the Contractor, ACWD agrees to pay one hundred percent (100%) of "ACWD As Bid Construction Cost" to the City per executed Construction Contract payment requirements. The City assigns to ACWD all right, title, and interest in and to the ACWD Waterline Work, including beneficial use of work in progress.

6.2. ACWD agrees to pay one hundred percent (100%) of engineering services during construction provided by the Design Consultant to support construction of the ACWD Waterline Work.

6.3. ACWD agrees to pay an Administrative Fee to the City to reimburse the City for administration and construction management of the ACWD Waterline Work. The Parties agree that the

appropriate amount of the Administrative Fee is equal to 5% of the total cost of all ACWD Waterline Work payment items as included in the successful Contractor's bid.

6.4. ACWD shall pay the City the Administrative Fee as part of the monthly billing as a percentage of construction costs attributable to ACWD Waterline Work.

7. ACWD WATERLINE WORK ACTUAL COST, ADDITIONAL ADMINISTRATIVE FEE AND PAYMENT.

7.1. Pursuant to the contract awarded by the City, the Contractor shall be obligated to the City to perform all work required by the Joint Project Contract (including the ACWD Bid Items) and the City shall be obligated to administer the Contract and pay the Contractor for all work performed in accordance with the Joint Project Contract. ACWD agrees to pay to the City the actual cost of the ACWD Waterline Work ("ACWD Waterline Work Actual Cost") plus, an additional amount to reimburse the City for its costs in administering any change orders or claims relating specifically to the ACWD Waterline Work and the City's incremental cost associated with construction management tasks associated with the ACWD Waterline Work, including those tasks performed by a third-party construction manager under contract to the City, ("Additional Administrative Fee") as further described in this Section.

7.2. The "ACWD Waterline Work Actual Cost" shall equal the dollar amount that the City actually pays the Contractor in accordance with the terms of the City Project Contract for ACWD Bid Items plus the actual construction cost of any and all construction change orders and claims to the extent that they increased the cost of the ACWD Waterline Work. Thus, the ACWD Waterline Work Actual Cost will include the product of the actual quantities and the Contractor's bid amount for each ACWD Bid Item plus payments for contract change orders and claims related to the ACWD Waterline Work as further discussed in this Section.

7.3. The "Additional Administrative Fee" shall be an amount equal to 5% of the actual cost of any and all change order work and claims actually paid to the Contractor in accordance with Section 7.1 and Section 7.2.

7.4. For the Joint Project construction contract, ACWD agrees to pay for the full cost of work for which the District is responsible based on the unit prices and final approved quantities of the applicable pay items. Within thirty (30) days after the award of the Contract, ACWD agrees to deposit with the City ten percent (10%) of the ACWD As Bid Construction Cost, which the City will initially use to deduct the monthly ACWD Waterline Work Actual Costs. On a monthly basis, City will furnish to ACWD a statement ("Invoice") of the ACWD Waterline Work Actual Cost which shall include a detailed statement of itemized construction costs for the completed and verified ACWD Bid Items plus the ACWD-related portion of any and all construction change orders and claims to the extent that they increased the cost of the ACWD Waterline Work. The

Invoice shall also itemize any Additional Administrative Fee amounts due as determined in accordance with this Section. If requested by ACWD, the City will provide ACWD with copies of the Contractor's invoices for the ACWD Waterline Work. Within fourteen (14) calendar days after the receipt of an Invoice from the City, ACWD shall pay the City the monthly ACWD Waterline Work Actual Costs. The City will use the payment from ACWD to replenish the ACWD deposit initially used to pay the invoice. The City shall return to ACWD all unspent funds deposited by ACWD in accordance with this Agreement at the conclusion of the work.

7.5. For the Consultant Design Services, ACWD shall pay to the City the total of the ACWD Waterline Work Design Services Costs. If ACWD disputes any portion or item of any Invoice, ACWD shall provide written notice of the dispute, with an explanation of the basis for the dispute no later than 14 calendar days after ACWD's receipt of the Invoice. ACWD's failure to provide timely written notice to the City disputing any portion or item of an Invoice received by the District shall be deemed an approval by ACWD of all undisputed portions or items of ACWD Actual Cost. ACWD shall pay the portion of the Invoice that is not in dispute in accordance with this section.

7.6. If ACWD provides the City with a written notice of dispute, the City and ACWD shall negotiate in good faith to informally resolve any such dispute. If no agreement is reached within 45 calendar days after the date City receives ACWD's notice of dispute and either party indicates that progress is not being made to resolve the dispute, the parties shall submit the matter to dispute resolution as described in Section 9 of this Agreement.

8. MODIFICATIONS TO ACWD WATERLINE WORK DURING CONSTRUCTION.

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

8.2. All major construction change orders or claims affecting or increasing the cost of the ACWD Waterline Work shall be submitted to ACWD staff for prior review and approval, except in emergency circumstances. A "major" construction change order or claim is one which could reasonably be deemed to result in a ten percent (10%) cumulative increase in cost of the ACWD Waterline Work, or one which would increase the cost of the ACWD Waterline Work by $50,000 or more. Written responses of ACWD staff shall be provided to the City within 7 calendar days after receipt, unless authorized City and ACWD staff agree in writing that a specific longer period of review time is necessary for more complex change order proposals or claims. If ACWD disagrees with the proposed change order or a proposed claim approval, ACWD shall include the reasons for its disagreement in its written responses. If the City project manager does not receive comments from ACWD within the specified time, he or she shall be deemed to be authorized to use his or her best judgment with regard to acting upon the proposed change

order or claim. If ACWD submits written responses in accordance with the schedule indicated in this section, the City shall in good faith consider such responses in acting upon the proposed change order or claim.

8.3. The City may act upon construction change orders and claims which are not "major" without consultation with ACWD. “Non-major” change orders are those not considered “major” as defined in Section 8.2. However, after the aggregate total of change orders or claims exceeds 10% of the cost of the ACWD Waterline Work as set forth in the Contractor's bid, City shall submit to ACWD staff for prior review and approval all subsequent non-major change orders or claims. This prior review and ACWD response shall be pursuant to Section 8.2 except that responses of ACWD staff shall be provided within five (5) working days for non-major change orders.

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

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

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

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

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

10. GENERAL PROVISIONS.

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

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

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

10.2. <u>AUTHORIZED REPRESENTATIVES.</u>

10.2.1. All ACWD services under this Agreement shall be performed by, or under the direct supervision of, **ACWD's Authorized Representative, Rekha Ippagunta, Project Engineering Manager**, unless otherwise designated in writing by ACWD's Authorized Representative or the General Manager.

10.2.2. All City services under this Agreement shall be performed by, or under the direct supervision of, **the City's Authorized Representative, Diana Cangco, Acting City Engineer,** unless otherwise designated in writing by the City's Authorized Representative or the City Manager.

10.3. <u>INDEMNIFICATION.</u>

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

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

10.3.1. Pursuant to Government Code section 895.4, ACWD shall indemnify, hold harmless, and defend the City (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from the standard specifications provided by ACWD for the ACWD Waterline Work or ACWD's negligent performance or failure to perform, under this Agreement.

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

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

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

To: City
Attn: Public Works Director
City of Newark
37101 Newark Boulevard
Newark, CA 94560

To: ACWD
Attn: Director of Engineering and Technology
Alameda County Water District
P.O. Box 5110
Fremont, CA 94537-5110

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

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

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

Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

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

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

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

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

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

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

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

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

City of Newark

By: _____
David Benoun
Title: City Manager

Date: _____

Alameda County Water District

By: _____
Ed Stevenson
Title: General Manager

Date: _____

EXHIBIT A

Old Town Streetscape Project Site Area

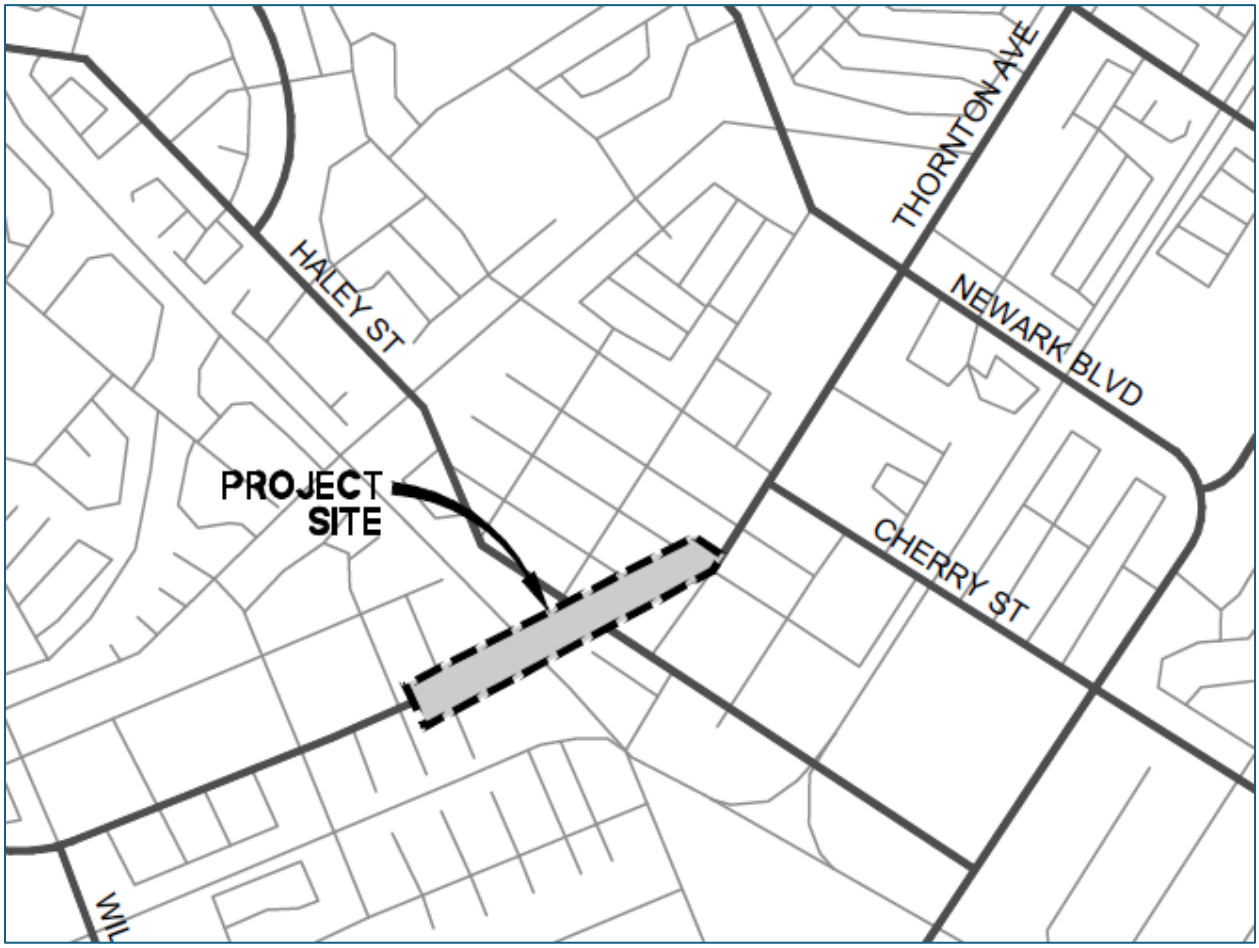

EXHIBIT B

ACWD Design Scope Costs

DocuSign Envelope ID: 0CEC176C-A20B-4D96-A52C-5172AF901241

Old Town Streetscape Improvements

FEE PROPOSAL

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS

Submittal Date: 08.07.23

		Schaaf and Wheeler Water Pipeline				
		Glen Anderson Principal-in-Charge	Brett Crews **Project Engineer**	**Varies** Engineer	**Total Hours**	**Total Fee Proposal**
	Billable Rate ($/ hour)	275.00	210.00	195.00		
Task 1	**Preliminary Engineering**					
1.1	**Project Kickoff**					
	Outreach Plan and Setup	4	4	4	12	$2,720
	Project Construction Budget				0	$0
	QA/QC Plan	8	4		12	$3,040
1.2	**Data Collection and Field Review**		8	4	12	$2,460
1.3	**Existing Conditions Mapping**				0	$0
1.4	**Subsurface Conditions Assessment**				0	$0
1.5	**General Order 88B**				0	$0
1.6	**Preliminary Design**					
	35% Streetscape				0	$0
	30% Waterline	16	20	20	56	$12,500
1.7	**Public Utilities**					
	Preliminary Notice				0	$0
	65 and 95% Coordination				0	$0
	New Utility Services				0	$0
1.8	**Outreach**				0	$0
	Electronic Updates				0	$0
	Community Meeting 1				0	$0
	Community Meeting 2				0	$0
	Public Arts				0	$0
	City Council				0	$0
1.9	**Contract Management**					
	Project Management	8			8	$2,200
	Quality Control	8	4		12	$3,040
	Meetings	4	4		8	$1,940
	Task 1 Preliminary Engineering Subtotal:	**48**	**44**	**28**	**120**	**$27,900**
Task 2	**Construction Documents**					
2.1	**Streetscape Plans, Specifications and Estimate**					
	50% PS&E				0	$0
	90% PS&E				0	$0
	100% PS&E				0	$0
2.2	**ACWD Plans, Specifications and Estimate**					
	50% PS&E	20	30	20	70	$15,700
	90% PS&E	20	20	20	60	$13,600
	100% PS&E	12	20	20	52	$11,400
2.3	**Grant Funding**	no cost			0	$0
2.4	**Local Assistance Support**				0	$0
2.5	**Outreach**				0	$0
	Electronic Updates				0	$0
	Public Arts				0	$0
	City Council				0	$0
2.6	**Final Plans**				0	$0
2.7	**Contract Management**					
	Project Management	8			8	$2,200
	Quality Control	16	8		24	$6,080
	Meetings	8	8		16	$3,880
	Task 2 Construction Documents Subtotal:	**84**	**86**	**60**	**230**	**$52,860**
Task 3	**Bidding and Construction**					
3.1	**Bidding Support**		8		8	$1,680
3.2	**Contract Management**				0	$0
	Task 3 Bidding and Construction Subtotal:	**0**	**8**	**0**	**8**	**$1,680**
	Total Labor Expenses:	**132**	**138**	**88**	**358**	**$82,440**
Reimbursable Expenses						
General Expenses						
	Total Reimbursable Expenses:					**$0**
	Total Subconsultant Fee:					**$82,440**

STAFF REPORT

Item E. 1.

DATE	07/25/2024
TO	Honorable Mayor and City Council Members
FROM	Brett Oeverndiek, Management Analyst II
SUBJECT	Hearing to consider property owners' objections and adopt a resolution confirming the Superintendent of Streets' Report concerning weed abatement assessments

SUMMARY AND RECOMMENDATION

The City of Newark conducts an annual weed abatement program as a fire prevention measure. This is a combined effort between the City's Maintenance Division and the Alameda County Fire Department Fire Prevention staff. Vacant properties with the potential for extensive weed growth are typically included in the program and property owners have the option to either complete the weed abatement work themselves or have the work completed by a City contractor. On May 23, 2024, the City Council directed the Superintendent of Streets to abate weeds on 18 parcels of land. Following notification, property owners cleared 102 parcels and the remaining 18 parcels were cleared by the City's contractor. The properties cleared by the City's contractor have a resulting range of assessments between $306 and $1,632. The combined total for all assessments was $12,036.

Staff recommends that the City Council, by motion, act upon any objections by property owners for assessments on their parcels for the 2024 Weed Abatement Program and, by resolution, confirm the Superintendent of Streets Report concerning weed abatement assessments.

BACKGROUND

The City of Newark conducts an annual weed abatement program to abate 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 typically consists of tractor mowing, supplemented with manual labor to clear weeds abutting fences and removal of debris to facilitate tractor work. Property owners have the option to make their own arrangements for weed and debris removal. All properties on which the City performs the abatement work would 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. Prior to abatement, there were approximately 120

industrial, residential and commercial parcels that have large areas of vacant ground with regular seasonal weed growth that could have developed into a fire hazard if not properly maintained.

DISCUSSION/ANALYSIS

The Superintendent of Streets' report on the 2023 Weed Abatement Program is submitted pursuant to Resolution No. 11632 adopted by the City Council on April 25, 2024. The report showing the assessments for the fall 2023 and the spring 2024 weed abatement has been posted as required. Owners whose properties are subject to an assessment may protest at this meeting or submit their objections prior to the hearing. As of July 16, 2024, no written objections have been received. On May 23, 2024, the City Council directed the Superintendent of Streets to abate weeds on 120 parcels of land. Following notification, private property owners cleared 102 parcels and the City's contractor cleared 18 parcels. This year, the assessments ranged from $306 to $1,632. The lowest cost is for a vacant property that required minimal work. The highest cost was for a property that required extensive tractor work. There were no additional supplemental lot clearings for the 2023 fall abatement work included in this year's assessments. The combined total for all assessments, including administrative fees, was $12,036. All work completed through the 2024 Weed Abatement Program is paid for through the proposed assessments.

FISCAL IMPACT

There is no fiscal impact associated with this action.

REVIEW AND APPROVAL

Prepared by - Brett Oeverndiek, Management Analyst II
Reviewed by - Lenka Hovorka, Assistant City Manager
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Resolution - 2024 Weed Abatement

Resolution Exhibit A - 2024 Weed Abatement Assessments

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK CONFIRMING THE REPORT OF THE SUPERINTENDENT OF STREETS CONCERNING WEED ABATEMENT ASSESSMENTS AND APPROVING SPECIAL ASSESSMENTS

WHEREAS, the City Council of the City of Newark, by Resolution No. 11632, ordered certain rubbish, refuse, dirt, and weeds to be abated in the manner provided by Sections 39560 and 39586 inclusive, of the Government Code of the State of California; and

WHEREAS, the Superintendent of Streets has caused said rubbish, refuse, dirt, and weeds to be abated. Nuisances abated and an accounting of the cost of abatement in front of or on each separate parcel of land has been set forth in a report entitled "Exhibit A – 2024 City of Newark Weed Abatement – Total Assessments" and attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the report of the Superintendent of Streets attached hereto and made a part hereof as Exhibit A is hereby confirmed.

BE IT FURTHER RESOLVED that the cost of abating the nuisance for each respective parcel is set forth in said report under the column entitled "Total Assessment".

BE IT FURTHER RESOLVED that there is hereby levied a special assessment against each parcel of land described in said report in the amount of $12,036 as shown in said column "Total Assessment".

BE IT FURTHER RESOLVED that the costs levied as a special assessment against the parcels of land described in said report shall become a lien upon the property.

(nhr1)

EXHIBIT A

2024 City of Newark Weed Abatement
TOTAL ASSESSMENTS

MAP NO.	APN	LOCATION	TOTAL ASSESSMENT ($)
3, 3.1, 3.2	092013100109 092013100204 092013100300	Filbert St at Snow	714
8	092003001502	6733 Thornton Ave	612
11.41	092012702100	SP Railroad Property	306
11.39	092A200000400	SP Railroad Property	1,224
16	092003101900	6991 Thornton Ave (Primary Address Undetermined)	408
28	092A230000612	38403 Cherry St	1,632
35	537085200102	8787 Enterprise Dr	1,632
36	092011501100	37445 Willow St	1,224
36.1	092010000402	Willow St	408
44	092012401400	Railroad Ave Spruce & Walnut	408
45	092012501000	7843 Railroad Ave	612
53	092A103603102	6152 Thornron Ave	816
63	092A062304300	36589 Newark Blvd	816
65	092012701300	Walnut St Corner Lot	306
68	092014000500	8333 Enterprise Dr	510
72	092005200400	Thornton Ave	408
		TOTAL	**$12,036**

STAFF REPORT

Item E. 2.

DATE	07/25/2024
TO	Honorable Mayor and City Council Members
FROM	Brett Oeverndiek, Management Analyst II
SUBJECT	Public Hearing for Landscaping and Lighting District Nos. 1, 2, 4, 7, 11, 15, 16, 17, 18 and 19 and Adopt a Resolution Confirming Diagrams and Assessments and Levying and Collection of Assessments for Landscaping and Lighting District Nos. 1, 2, 4, 7, 11, 15, 16, 17, 18, 19 for Fiscal 2025 and Order the Dissolution of Landscaping and Lighting District Nos. 6, 10 and 13 Commencing in Fiscal Year 2025

SUMMARY AND RECOMMENDATION

The City of Newark previously completed all necessary proceedings to establish Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, 17, 18 and 19 (collectively "Districts") in order to fund ongoing landscaping and lighting maintenance and improvements at various locations in the City in accordance with the provisions of the Landscaping and Lighting Act of 1972. On April 11, 2024, the City Council initiated proceedings for the levy and collection of annual assessments for each established District and directed staff to prepare and file annual Engineer's Reports detailing such assessments for the City Council's consideration. On June 13, 2024, the City Council approved the annual Engineer's Reports and scheduled a public hearing to consider the annual levy of assessment for each District. In addition, the City does not maintain any improvements corresponding to Landscaping and Lighting District Nos. 6, 10 and 13 and does not levy assessments for these Districts. Therefore, on June 13, 2024 City Council also initiated dissolution proceedings for Landscaping and Lighting District Nos. 6, 10 and 13.

This agenda item represents the last of the required annual actions by the City Council to levy and collect District assessments in Fiscal Year (FY) 2025. Staff recommends that the City Council conduct a public hearing, and at the conclusion of the public hearing, if a majority protest does not exist for any Districts, staff further recommends the City Council adopt a resolution confirming the diagrams and assessments, and the levying and collection of assessments for the Districts, and orders the dissolution of Landscaping and Lighting District Nos. 6, 10 and 13.

BACKGROUND

The City Council previously established the Districts to provide for the annual operation and maintenance of certain landscaping and lighting improvements benefiting property within the Districts as summarized below.

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 streetlights along this portion of Central Avenue. The total assessment for this District, as stated in the approved Engineer's Report, is approximately $41,550 for Fiscal Year 2024-25.

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. The total assessment for this District, as stated in the approved Engineer's Report, is approximately $26,680 for Fiscal Year 2024-25.

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 from the Newark Unified School District property on Cherry Street, and the street lighting maintenance, trash capture device maintenance, and neighborhood park maintenance related to Benefit Zone No. 2 (Sanctuary). The total assessment for this District, as stated in the approved Engineer's Report, is approximately $111,990 for Fiscal Year 2024-25.

Landscaping and Lighting District No. 6: Cedar Boulevard and Duffel Redevelopment Area No. 2 – Authorized to provide 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. The City does not levy assessments within this District because improvements are privately maintained to City standard and therefore, City staff is recommending this district be dissolved commencing with Fiscal Year 2024-25.

Landscaping and Lighting District No. 7: Newark Boulevard and 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. The total assessment for this District, as stated in the approved Engineer's Report, is approximately $25,590 for Fiscal Year 2024-25.

Landscaping and Lighting District No. 10: Various locations throughout the City –

Authorized to provide for the maintenance of street lighting, landscaping and landscape irrigation systems within public right-of-way and easement areas located throughout the City. A benefit zone has been established for each maintenance area. All benefit zones are inactive at this time because the improvements are privately maintained to City standards. Should the improvements not be maintained to City standards, the applicable benefit zone may be activated, so funding is available for the City to maintain the improvements. The City does not levy assessments within this District because improvements are privately maintained to City standard and therefore, City staff is recommending this district be dissolved commencing with Fiscal Year 2024-25.

Landscaping and Lighting District No. 11: Edgewater Drive - Provides for the maintenance of landscaped medians on Edgewater Drive. The total assessment for this District, as stated in the approved Engineer's Report, is approximately $28,175 for Fiscal Year 2024-25.

Landscaping and Lighting District No. 13: Citation Homes and Bren developments on Thornton Avenue – Authorized to provide for maintenance of the landscaping and 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. The district is inactive at this time because all the improvements are privately maintained to City standards. Should the improvements not be maintained to City standards, the district may be activated, so funding is available for the City to maintain the improvements. The City does not levy assessments within this District because improvements are privately maintained to City standard and therefore, City staff is recommending this district be dissolved commencing with Fiscal Year 2024-25.

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. The total assessment for this District, as stated in the approved Engineer's Report, is approximately $5,050 for Fiscal Year 2024-25.

Landscaping and Lighting District No. 16: Kiote Drive in Tract 6671 – Provides for 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, along with the landscaping, irrigation system, recreation facilities associated with the mini-park common area and any related appurtenant improvements. The total assessment for this District, as stated in the approved Engineer's Report, is approximately $19,900 for Fiscal Year 2024-25.

Landscaping and Lighting District No. 17: Newark Boulevard and Mayhews Landing Road in Tract 7004 – Provides for 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. The total assessment for this District, as stated in the approved Engineer's Report, is approximately $6,240 for Fiscal Year 2024-25.

Landscaping and Lighting District No. 18: Cedar Boulevard along the frontage of Tract 8130 – Provides for 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. The total assessment for this District, as stated in the approved Engineer's Report, is approximately $10,980 for Fiscal Year 2024-25.

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 related to each benefit zone associated with the Bayside Newark Transit Oriented Development. The total assessment for this District, as stated in the approved Engineer's Report, is approximately $120,720 for Fiscal Year 2024-25.

Pursuant to Section 22620 of the Landscaping and Lighting Act of 1972, the City Council, with Resolution No. 11631 adopted on April 11, 2024, initiated proceedings to provide for the levy of assessments for Fiscal Year 2025 in order to provide for the necessary costs and expenses pertaining to the maintenance of improvements within these districts and directed the City Engineer to prepare and file the Annual Engineer's Reports for each District with the City Clerk.

DISCUSSION/ANALYSIS

The Annual Engineer's Reports for all Districts have been filed with the City Clerk as directed. There are no new improvements or substantial changes to existing improvements associated with the Districts for Fiscal Year 2025. City staff is recommending Fiscal Year 2025 assessments for the Districts be levied in alignment with recent years at or below the respective authorized maximum rates to pay for operation and maintenance of landscaping and lighting improvements. In some instances, as shown in the attached Engineer's Reports, the total projected expenses exceed total projected revenues. This is due to the spending down of available reserves.

For Landscaping and Lighting District Nos. 1, 2, 4 (Benefit Zone 1), 7, 11, 15, 16, 17, and 18, the authorized maximum assessment rates are recommended to be levied for Fiscal Year 2025. For Landscaping and Lighting District Nos. 4 (Benefit Zone No. 2) and 19 (All Benefit Zones), assessment rates below the authorized maximum are proposed to be levied for Fiscal Year 2025. The final step to dissolve Landscaping and Lighting District Nos. 6, 10 and 13 is for City Council to approve the attached Resolution.

Upon conclusion of the annual public hearings, the assessments for the cost of the work would be added to the tax bills for those property owners included within the boundaries of active districts. Excess funds, or funds collected for which work was not completed, can be carried over from one year to the next.

FISCAL IMPACT

If assessments for the Districts are not levied, there would be a total revenue loss of approximately $396,900 for Fiscal Year 2025 to fund the annual operation and maintenance of certain landscaping and lighting improvements benefiting property within the Districts.

An amendment to the 2024-2026 Biennial Budget and Capital Improvement Plan for FY 2025 is necessary to establish the budget and authorize the allocation of all necessary expenditures as identified in the approved annual Engineer's Reports for Landscaping and Lighting District Nos. 1, 2, 4, 7, 11, 15, 16, 17, 18 and 19.

REVIEW AND APPROVAL

Prepared by - Brett Oeverndiek, Management Analyst II
Reviewed by - Soren Fajeau, Public Works Director
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - Lenka Hovorka, Assistant City Manager

Attachments

Resolution LLDs
L&L No. 1
L&L No. 2
L&L No. 4
L&L No. 7
L&L No. 11
L&L No. 15
L&L No. 16
L&L No. 17
L&L No. 18
L&L No. 19

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK CONFIRMING DIAGRAMS AND ASSESSMENTS AND LEVYING AND COLLECTION OF ASSESSMENTS FOR LANDSCAPING AND LIGHTING DISTRICT NOS. 1, 2, 4, 7, 11, 15, 16, 17, 18 AND 19, FOR FISCAL YEAR 2024-25; AND ORDER THE DISSOLUTION FOR LANDSCAPING AND LIGHTING DISTRICT NOS. 6, 10, AND 13 COMMENCING IN FISCAL YEAR 2024-25

WHEREAS, the City Council of the City of Newark (the "City") 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 (commencing with Section 22500)(the "Act") to establish the City's Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, 17, 18 and 19 (the "Districts"); and

WHEREAS, the City has, by previous Resolution No. 11649, declared its intention to hold a Public Hearing concerning the levy and collection of assessments within the Landscaping and Lighting District Nos. 1, 2, 4, 7, 11, 15, 16, 17, 18 and 19, and initiated dissolution proceedings for Landscaping and Lighting District Nos. 6, 10 and 13 for Fiscal Year 2024-25 and notice thereof was duly given in accordance with Section 22626 of the Act; and

WHEREAS, at the time and place specified in Resolution No. 11649, a Public Hearing has been held where all objections to the assessments were considered, and the Public Hearing concluded for each District; and

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

1. Pursuant to Chapter 3 of the Landscaping and Lighting Act of 1972, the City Council, with Resolution No. 11631, directed the City Engineer, Engineer of Work for the Districts, to prepare and file annual reports for Fiscal Year 2024-25.

2. The Engineer of Work filed the annual reports on June 13, 2024, and the City Council adopted its resolution of intention, Resolution No. 11649, to levy and collect assessments within the Landscaping and Lighting District Nos. 1, 2, 4, 7, 11, 15, 16, 17, 18 and 19 for Fiscal Year 2024-25; initiated dissolution proceedings for Landscaping and Lighting District Nos. 6, 10 and 13 pursuant to Section 22610 of the Act; and set a public hearing to be held on July 25, 2024, at 7 p.m. or as soon thereafter as the matter may be heard, in the meeting place of the City Council located in the City Administration Building, 37101 Newark Boulevard, Newark, California. Notice of the hearing was given in the time and manner required by law.

3. At the public hearing, the City Council afforded every interested person an opportunity to make a protest to the annual reports and as to the question of the levy and collection of assessments, either in writing or orally, and the City Council has considered each protest.

4. The City Council hereby approves the annual reports and confirms the diagrams and assessments as set forth in the approved annual reports of the Engineer of Work, and hereby levies the assessments set forth therein for Fiscal Year 2024-25.

5. The City Council hereby approves the dissolution of Landscaping and Lighting District Nos. 6, 10, and 13 commencing in Fiscal Year 2024-25.

6. The City Council hereby amends the annual budget for Fiscal Year 2024-25 for the funding of levied assessments and the allocation of all necessary expenditures in the approved annual reports of the Engineer of Work for all budgeted line items as identified therein.

NEWARK
california

Landscaping and Lighting District No. 1

Fiscal Year 2024-25
Preliminary Engineer's Report

June 13, 2024

Prepared by

FRANCISCO AND ASSOCIATES

Where Innovative Strategies
Fund Tomorrow's Communities

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Part E – Assessment Roll 15

ENGINEER'S REPORT
CITY OF NEWARK
LANDSCAPING AND LIGHTING DISTRICT NO. 1
FISCAL YEAR 2024-25

The undersigned, acting on behalf of Francisco & Associates respectfully submits the enclosed Engineer's Report as directed by the Newark City Council pursuant to the provisions of Article XIIID, Section 4 of the California Constitution, and the Landscape and Lighting Act of 1972 being Section 22500 et al of the California Streets and Highways Code (the "1972 Act"). The undersigned certifies that he is a Professional Engineer, registered in the State of California.

Dated: May 14, 2024

By: _____
Eduardo Espinoza, P.E.
RCE # 83709

SECTION I

INTRODUCTION

The City of Newark ("City") levies and collects special assessments on parcels within the City of Newark Landscaping and Lighting District No. 1 ("District") to maintain public improvements. The District was formed to provide a dedicated source of funding for the ongoing maintenance of median-island and buffer landscaping and median-island streetlight improvements benefiting parcels within the boundaries of the District.

The assessments and method of apportionment described in this Report utilize commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received as approved by the City Council at the time the District was formed.

The District generally consists of those properties both fronting and adjacent to Central Avenue and between Filbert Street to the east and Willow Street to the west. A reduced copy of the Assessment Diagram showing the exterior boundaries of the District is provided in Part C of this Report.

Compliance with the California Constitution

Assessments are levied annually within the District pursuant to the 1972 Act. All assessments described in this Report and approved by the City Council are prepared in accordance with the 1972 Act and are compliant with the provisions of the California Constitution Article XIIID ("Article XIIID"), which was enacted with the passage of Proposition 218 in November 1996. Pursuant to Article XIIID Section 5, certain existing assessments are exempt from the substantive and procedural requirements of Article XIIID Section 4. Specifically, Article XIIID Section 5(b) exempted:

> *"Any assessment imposed pursuant to a petition signed by the persons owning all of the parcels subject to the assessment at the time the assessment is initially imposed. Subsequent increases in such assessment shall be subject to the procedures and approval process set forth in Section 4."*

The City determined that the annual assessments originally established for the District were established by a petition signed by the persons owning all the parcels subject to the assessment at the time the assessment was originally proposed. As such, pursuant to Article XIIID Section 5(b), the pre–existing assessment amount has been exempted from the procedural requirements of Article XIIID Section 4 since the amount of the assessment has not increased since the passage of Proposition 218. Any future increase in the assessment rate or substantial changes in the services provided would require that the District be brought into compliance with all the requirements of Article XIIID and would require the approval of the property owners subject to the assessment based upon a mailed ballot which would be sent to each property owner.

Current Annual Administration

As required by the 1972 Act, the Engineer's Report includes: (1) a description of the improvements to be operated, maintained, and serviced by the District, (2) a cost estimate for the District, and (3) a listing of the proposed Fiscal Year 2024-25 assessments to be levied upon each assessable lot or parcel within the District.

The City will hold a Public Hearing on July 11, 2024, regarding this District which will provide an opportunity for any interested person to be heard. At the conclusion of the Public Hearing, the City Council may adopt a resolution confirming the assessment rates as originally proposed or as modified.

Payment of these annual assessments for each parcel will be made in the same manner and at the same time as payments are made for their annual property taxes. All funds collected through the assessments must be placed in a special fund and can only be used for the purposes stated within this Report.

SECTION II

ENGINEER'S REPORT PREPARED FOR THE CITY OF NEWARK LANDSCAPING AND LIGHTING DISTRICT NO. 1 FISCAL YEAR 2024-25

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 of Division 15 of the Streets and Highways Code of the State of California), and in accordance with the Resolution of Initiation, being Resolution No. 11631, which directs the preparation and filing of the Engineer's Report, adopted by the City Council of the City of Newark, on April 11, 2024, the following Report was prepared consisting of Section I (Introduction), and this, Section II, which consists of five (5) parts as follows:

PART A: PLANS AND SPECIFICATIONS

This part describes the improvements maintained by the District. Plans and specifications for the improvements are on file in the Office of the Director of Public Works of the City of Newark and are incorporated herein by reference.

PART B: ESTIMATE OF COST

This part contains an estimate of the cost of the proposed improvements to be maintained for Fiscal Year 2024-25, including incidental costs and expenses in connection therewith. The estimate is attached hereto and is on file in the Office of the Director of Public Works of the City of Newark.

PART C: ASSESSMENT DISTRICT DIAGRAM

This part incorporates a Diagram of the District showing the exterior boundaries of the District, the boundaries of any zones within the District and the lines and dimensions of each lot or parcel of land within the District. This Diagram has been prepared by the Engineer of Work and is on file in the Office of the Director of Public Works of the City of Newark.

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference herein and made a part of this Report.

PART D: METHOD OF APPORTIONMENT OF ASSESSMENTS

This part describes the method of apportionment of assessments, based upon each parcel's classification within the District in proportion to the estimated special benefits to be received.

PART E: DESCRIPTION OF ASSESSMENT ROLL

This part contains an assessment of the estimated cost of the improvements apportioned to each benefited parcel of land within the District. The Assessment Roll is filed in the Office of the City Clerk of the City of Newark and is incorporated in this Report. The list is keyed to the records of the Alameda County Assessor, which are incorporated herein by reference.

PART A

PLANS AND SPECIFICATIONS

IMPROVEMENTS AND SERVICES PURSUANT TO THE 1972 ACT

The improvements and services authorized by the provisions of the Landscape and Lighting Act of 1972, being Part 2 of Division 15 of the Streets and Highways Code, commencing with Section 22500 (hereafter referred to as the "1972 Act"), that may be applicable to this District and associated assessments may include one or more of the following definitions:

- "Improvement" means one or any combination of the following:
  - The installation or planting of landscaping.
  - The installation or construction of statuary, fountains, and other ornamental structures and facilities.
  - The installation or construction of public lighting facilities, including, but not limited to, traffic signals.
  - The installation or construction of any facilities which are appurtenant to any of the forgoing, or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
  - The installation of park or recreational improvements, including, but not limited to all the following:
    - Land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks, and drainage.
    - Lights, playground equipment, play courts, and public restrooms.
  - The maintenance or servicing, or both, of any of the forgoing, and of any improvements authorized below.
  - The acquisition of land for park, recreational, or open space purposes.
  - The acquisition of any existing improvement otherwise authorized herein.
  - The acquisition or construction of any community center, municipal auditorium or hall, or similar public facility for the indoor presentation of performances, shows, stage productions, fairs, conventions, exhibitions, pageants, meetings, parties, or other group events, activities, or functions, whether those events, activities, or functions are public or private.

- "Incidental expenses" include all the following:
  - The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment.
  - The costs of printing, advertising, and giving of published, posted, and mailed notices.
  - Compensation payable to the county for collection of assessments.
  - Compensation of any engineer or attorney employed to render services in proceedings pursuant to this part.
  - Any other expenses incidental to the construction, installation, or maintenance and servicing of improvements.
  - Any expenses incidental to the construction, installation, or maintenance and servicing of the improvements.
  - Any expenses incidental to the issuance of bonds or notes.
  - Costs associated with any elections held for the approval of a new or increased assessment.

- "Landscaping" means trees, shrubs, grass, or other ornamental vegetation.

- "Maintain" or "maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation, and services of any improvement, including:
  - Repair, removal or replacement of all or any part of any improvement.
  - Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
  - The removal of trimmings, rubbish, debris, and other solid waste.
  - The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

- "Public lighting facilities" means all works or improvements used or useful for the lighting of any public places, including ornamental standards, luminaries, poles, supports, tunnels, manholes, vaults, conduits, pipes, wires, conductors, guys, stubs, platforms, braces, transformers, insulators, contacts, switches, capacitors, meters, communication circuits, appliances, attachments, and appurtenances.

- "Service" or "servicing" means the furnishing of:
  - Electric current or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements.
  - Water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

DESCRIPTION OF DISTRICT IMPROVEMENTS

The improvements, which have been constructed within the City, and those which may be subsequently constructed, operated, maintained, and serviced with District assessments are generally described as follows:

> The maintenance and operation of median-island and buffer landscaping and the landscape irrigation system and median-island lighting located on Central Avenue between Filbert Street and Willow Street. Costs shall include all maintenance and operation costs including normal upkeep, operating expenses, management expenses, replanting costs, and power costs.

Improvement diagrams have been prepared identifying all improvements and areas that are to be maintained by the District. A copy of this diagram is on file with the City's Public Works Department.

PART B

ESTIMATE OF COSTS

The 1972 Act requires that a special fund be set up for the collection of revenues and expenditures of the District. The Act provides that the total cost of construction, operation, and maintenance and servicing of the public improvements specified in Part A of this Report can be recovered by the District. Incidental expenses including administration of the District, engineering fees, legal fees and all other costs associated with the construction, operation and maintenance and servicing of the District can also be included.

The 1972 Act also requires that a special fund be set up for the revenues and expenditures of the District. Funds raised from the assessments shall be used only for the expenditures represented above. A contribution to the District by the City may be made to reduce assessments as the City deems appropriate. Any balance remaining on July 1 at the end of the fiscal year must be carried over to the next fiscal year unless the funds are being accumulated for future capital replacement projects or operating reserves.

The following table provides a summary of the estimated District revenues and cost estimates for Fiscal Year 2024-25.

Landscaping and Lighting District No. 1 Fiscal Year 2024-25 Cost Estimate	
Projected Revenues	
Assessment Revenue	$41,547
Non-Assessment Revenues[1]	$3,337
Total Projected Revenues	**$44,884**
Projected Expenses	
Contract Services[2]	$139,149
Utilities	$5,000
Administration and Incidentals	$24,383
County Collection Fees	$706
Unforeseen Maintenance and Repairs[3]	$8,462
Total Projected Expenses	**$177,701**
Projected Fund Balance	
Beginning Fund Balance - July 1, 2024	$222,490
Reserve Fund Collection Increase/(Decrease)	($132,816)
Ending Fund Balance - June 30, 2025	$89,673
Recommended Operating Reserves	$84,619
Available Operating Reserves	$84,619
Available Capital Reserves	$5,054

[1]Non-Assessment Revenue includes interest earnings estimated at 1.5% of Projected Beginning Fund Balance and any other non-assessment revenue sources.

[2]Includes $120,00 for Plant & Tree Replacement, Grading, Irrigation & Pop-Up Replacement, Irrigation Retrofit, and Re-mulch projects.

[3]Unforeseen Maintenance and Repairs are assumed to be 5% of the Projected Expenses.

The purpose of the various reserves is to ensure the District will have funds available for cashflow purposes and to repair or reconstruct the improvements that are the responsibility of the District.

The Recommended Operating Reserve target is fifty percent (50%) of the projected expenditures. Maintaining a fully funded Operating Reserve eliminates the need for the City to transfer funds from non-District accounts to pay for operational expenses during the first half of the fiscal year and provides the District with sufficient funds to address any unforeseen or unusual expenditures that may occur during the year.

The purpose of collecting and holding funds in a Capital Reserve is so that when improvements need to be replaced or expenditures are greater than can be conveniently raised from a single year's assessment, funds are available so that the District can respond and address the need promptly.

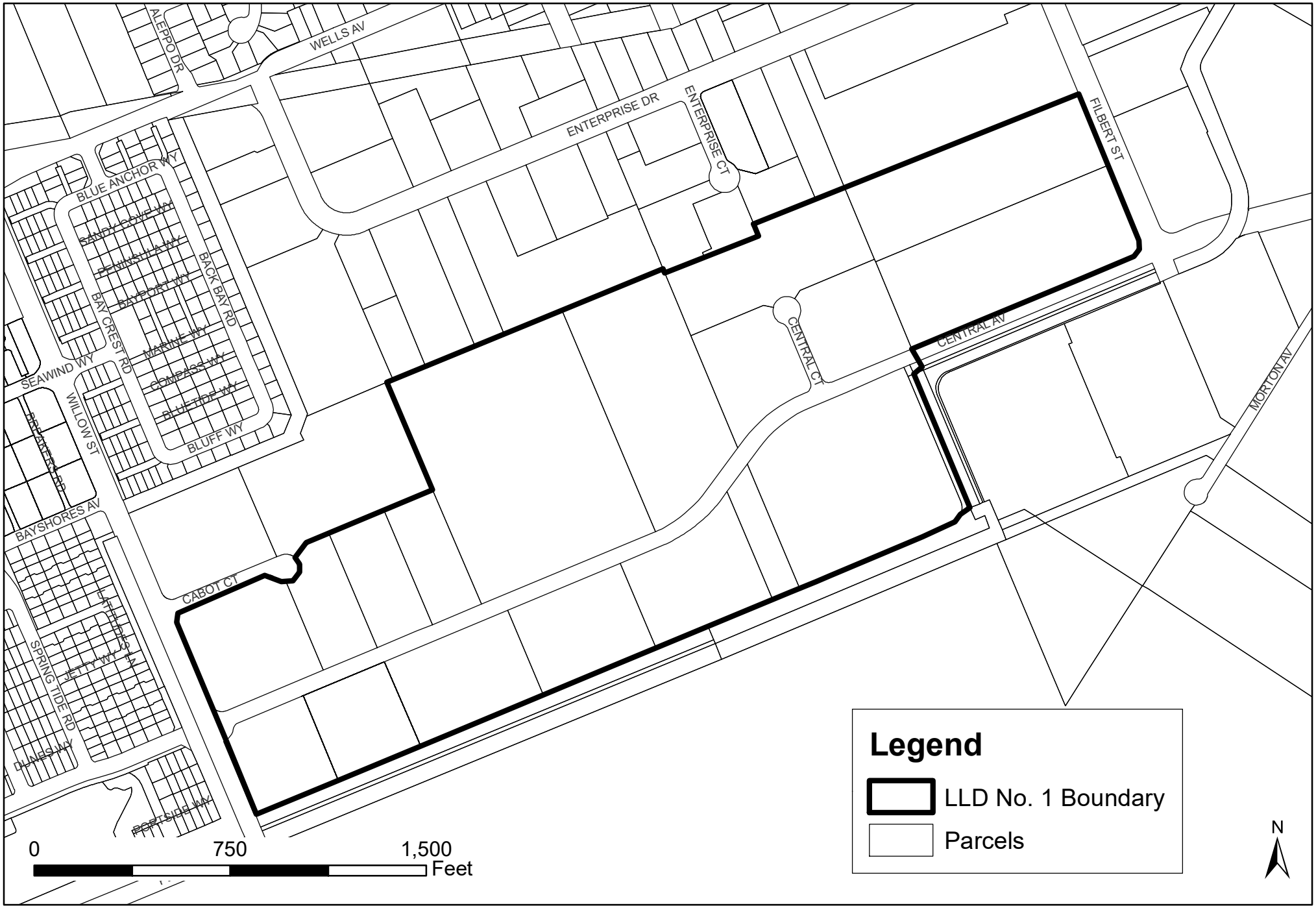
PART C

ASSESSMENT DISTRICT DIAGRAM

The boundaries of the District are shown herein. The Diagram is on file in the Public Works Department of the City and shown on the following page of this Engineer's Report. The lines and dimensions of each parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year in which this Report was prepared and are incorporated by reference herein and made part of this Report.

A reduced copy of the Assessment Diagram is shown on the following page.

LANDSCAPING AND LIGHTING DISTRICT NO. 1
(CENTRAL AVENUE)
ASSESSMENT DIAGRAM



PART D

METHOD OF APPORTIONMENT OF ASSESSMENTS

This section explains the benefits to be derived from the improvements and the methodology used to apportion the total costs of the improvements to properties within the District.

The method used for apportioning the assessment is based upon the relative special benefits to be derived by the properties in the District and any established benefit zones. The assessment is apportioned to each parcel in proportion to the relative cost of the special benefits from the improvements.

General

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of public lights, landscaping, and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

The formula used for calculating assessments in the District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel.

In addition, the 1972 Act permits the designation of zones of benefit within any individual assessment district if "by reasons or variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvement." Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax".

Discussion of Benefit

Each of the improvements have been carefully reviewed by the City and the corresponding assessments have been proportionately spread to each parcel based on the special benefits conferred to property from the improvements as determined at the time the District was established.

The District consists of all Assessor Parcels within the boundaries of the District. The method of apportioning costs and assessing properties is based upon the proportional special benefits to be conferred by the improvements and services to the properties within the boundaries of the District. The apportioning of special benefit is a two-step process: the first step is to identify the types of special benefits arising from the improvements and services, and the second step is to allocate the costs and assign assessments to property based on the estimates of the special benefit being conferred to each property.

In summary, the assessments can only be levied based on the special benefit to property conferred from the installation, maintenance, and servicing of the improvements funded by the District. These special benefits are not dependent on any one property owner's use of the District's improvements or their specific demographic status. The basis for these special benefits comes from statutes approved by the California Legislature and other studies that describe the types of benefits received by property from such improvements. The identified special benefits conferred to property from the improvements can be summarized as follows:

- Improved aesthetics:
  - Well-maintained and attractive landscaping enhances the overall appearance and desirability of the area, making it visually appealing to property owners and visitors.
  - Well-lit medians contribute to property visibility, especially during nighttime, benefiting businesses or properties seeking attention and attracting customers. It also adds to the visual appeal, attractiveness, and inviting nature of the area.

- Increased property values:
  - Attractive and well-maintained landscaping can increase the desirability of nearby properties, potentially leading to higher property values.
  - Well-maintained and well-lit medians can have a positive impact on property values in the surrounding area. Adequate lighting is seen as a desirable feature, making properties more appealing to potential buyers or tenants.

- Safety:
  - Median and buffer landscaping helps calm traffic and reduce speeds, creating a safer environment for people traveling to and from properties within the District. It also acts as a physical buffer between roadways and properties within the District.
  - Well-lit medians contribute to improved safety for both motorists and pedestrians traveling to and from properties within the District. Adequate lighting enhances visibility, reducing the risk of accidents and improving overall traffic safety. It also facilitates easier access to adjacent properties.

- Noise reduction:
  - Trees and plants help absorb traffic noise and create a buffer between the road and nearby properties, reducing noise levels and creating a more peaceful environment.

- Reduced pollution:
  - Trees and plants aid in filtering pollutants from the air, improving air quality and creating a healthier environment for properties in proximity to the landscape.

These benefits, when applied to property in the District, specifically increase the utility of the property within the District. For example, the assessments provide funding to maintain the landscaping and lighting that improves safety and access to the property and provides visual and environmental benefits to the properties within the District. Such improved and well-maintained public facilities enhance the overall usability, quality, desirability, and safety of the properties.

Method of Assessment

This process of apportioning assessments to each property involves determining the relative special benefit received by each property from the improvements and services. The City and Engineer of Work at the time of District formation determined that each property's linear foot of frontage along Willow Avenue receives a similar benefit from the improvements. Therefore, it was determined that the most appropriate method of apportioning costs was to assess properties based on a front footage basis for all parcels fronting Central Avenue between Filbert Street and Willow Street. This methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of assessments.

In Fiscal Year 2024-25, the City proposes to collect the maximum assessment revenue from the assessable parcels located in the District, which amounts to $6.01 per linear foot of frontage to be levied. A listing of each assessable parcel and their proposed Fiscal Year 2024-25 assessment is on the Assessment Roll in Part E of this Report.

Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts, and public parkways (all of which are typically not assigned an Assessor's Parcel Number (APN) by the County). Also exempted from the assessment would be public agency owned property, utility rights-of-ways, common areas (such as in condominium complexes or those that are owned by a Homeowner's or Property Owner's Association), and any other property that is deemed to be unable to develop by the City. These types of parcels do not benefit from the improvements.

Appeals and Interpretations

Any property owner who feels the assessment levied on the subject property is in error because of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the City Engineer or his or her designee. Any such appeal is limited to correction of an assessment during the then current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the City Engineer or his or her designee will promptly review the appeal and any information provided by the property owner. If the City Engineer or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the City Engineer or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any property owner who disagrees with the decision of the City Engineer or her or his designee may refer their appeal to the City Council and the decision of the City Council shall be final.

PART E

ASSESSMENT ROLL

A list of names and addresses of the owners of all parcels, and the description of each parcel within the District is shown on the last equalized Secured Property Tax Roll of the Alameda County Assessor, which by reference is hereby made a part of this Report.

This list is keyed to the Assessor's Parcel Numbers as shown on the Assessment Roll, which includes the proposed amount of assessments for Fiscal Year 2024-25 apportioned to each parcel. The Assessment Roll is on file in the Public Works Department of the City and is included in this Report beginning on the next page.

The total proposed assessment for Fiscal Year 2024-25 is $41,547.08.

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 1
ASSESSMENT ROLL
FISCAL YEAR 2024-25

Assessor's Parcel Number	Assessment Amount
092 -0116-035-03	$2,091.48
092 -0116-048-00	$4,303.16
092 -0116-049-00	$2,758.58
092 -0116-050-00	$1,364.26
092 -0116-055-00	$3,071.10
092 -0116-056-00	$2,776.62
092 -0116-057-00	$3,029.04
092 -0116-064-00	$1,358.26
092 -0116-065-00	$1,238.06
092 -0116-066-00	$2,686.46
092 -0116-068-00	$168.28
092 -0116-069-00	$168.28
092 -0116-070-00	$168.28
092 -0116-071-00	$168.28
092 -0116-072-00	$168.28
092 -0116-073-00	$168.28
092 -0116-074-00	$168.28
092 -0116-075-00	$168.28
092 -0116-076-00	$168.28
092 -0116-077-00	$168.28
092 -0116-078-00	$168.28
092 -0116-079-00	$168.28
092 -0251-012-00	$2,079.46
092 -0251-014-00	$2,019.36
092 -0252-011-00	$4,387.30
092 -0252-012-00	$727.20
092 -0252-015-00	$5,637.38
Total Parcels:	27
Total Assessment:	$41,547.08

NEWARK
california

Landscaping and Lighting District No. 2

Fiscal Year 2024-25
Preliminary Engineer's Report

June 13, 2024

Prepared by

FRANCISCO AND ASSOCIATES

Where Innovative Strategies
Fund Tomorrow's Communities

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ENGINEER'S REPORT
CITY OF NEWARK
LANDSCAPING AND LIGHTING DISTRICT NO. 2
FISCAL YEAR 2024-25

The undersigned, acting on behalf of Francisco & Associates respectfully submits the enclosed Engineer's Report as directed by the Newark City Council pursuant to the provisions of Article XIIID, Section 4 of the California Constitution, and the Landscape and Lighting Act of 1972 being Section 22500 et al of the California Streets and Highways Code (the "1972 Act"). The undersigned certifies that he is a Professional Engineer, registered in the State of California.

Dated: May 14, 2024

By: _____
Eduardo Espinoza, P.E.
RCE # 83709

SECTION I

INTRODUCTION

The City of Newark ("City") levies and collects special assessments on parcels within the City of Newark Landscaping and Lighting District No. 2 ("District") to maintain public improvements. The District was formed to provide a dedicated source of funding for the ongoing maintenance of landscaping improvements within the public right-of-way within the boundaries of the District.

The assessments and method of apportionment described in this Report utilize commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received as approved by the City Council at the time the District was formed.

The District generally consists of those properties west of Jarvis Avenue, north of the railroad tracks, east of California State Route 84, and south of the City owned parcel at the corner of Jarvis Avenue and Cardiff Street. A reduced copy of the Assessment Diagram showing the exterior boundaries of the District is provided in Part C of this Report.

Compliance with the California Constitution

Assessments are levied annually within the District pursuant to the 1972 Act. All assessments described in this Report and approved by the City Council are prepared in accordance with the 1972 Act and are compliant with the provisions of the California Constitution Article XIIID ("Article XIIID"), which was enacted with the passage of Proposition 218 in November 1996. Pursuant to Article XIIID Section 5, certain existing assessments are exempt from the substantive and procedural requirements of Article XIIID Section 4. Specifically, Article XIIID Section 5(a) exempted:

> *"Any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control. Subsequent increases in such assessments shall be subject to the procedures and approval process set forth in Section 4."*

The City determined that the annual assessments originally established for the District were for the maintenance and operation of landscape and medians within the public street rights-of-way. As such, pursuant to Article XIIID Section 5(a), the pre–existing assessment amount has been exempted from the procedural requirements of Article XIIID Section 4 since the amount of the assessment has not increased since the passage of Proposition 218. Any future increase in the assessment rate or substantial changes in the services provided would require that the District be brought into compliance with all the requirements of Article XIIID and would require the approval of the property owners subject to the assessment based upon a mailed ballot which would be sent to each property owner.

Current Annual Administration

As required by the 1972 Act, the Engineer's Report includes: (1) a description of the improvements to be operated, maintained, and serviced by the District, (2) a cost estimate for the District, and (3) a listing of the proposed Fiscal Year 2024-25 assessments to be levied upon each assessable lot or parcel within the District.

The City will hold a Public Hearing on July 11, 2024, regarding this District which will provide an opportunity for any interested person to be heard. At the conclusion of the Public Hearing, the City Council may adopt a resolution confirming the assessment rates as originally proposed or as modified.

Payment of these annual assessments for each parcel will be made in the same manner and at the same time as payments are made for their annual property taxes. All funds collected through the assessments must be placed in a special fund and can only be used for the purposes stated within this Report.

SECTION II

ENGINEER'S REPORT PREPARED FOR THE CITY OF NEWARK LANDSCAPING AND LIGHTING DISTRICT NO. 2 FISCAL YEAR 2024-25

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 of Division 15 of the Streets and Highways Code of the State of California), and in accordance with the Resolution of Initiation, being Resolution No. 11631, which directs the preparation and filing of the Engineer's Report, adopted by the City Council of the City of Newark, on April 11, 2024, the following Report was prepared consisting of Section I (Introduction), and this, Section II, which consists of five (5) parts as follows:

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This part incorporates a Diagram of the District showing the exterior boundaries of the District, the boundaries of any zones within the District and the lines and dimensions of each lot or parcel of land within the District. This Diagram has been prepared by the Engineer of Work and is on file in the Office of the Director of Public Works of the City of Newark.

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference herein and made a part of this Report.

PART D: METHOD OF APPORTIONMENT OF ASSESSMENTS

This part describes the method of apportionment of assessments, based upon each parcel's classification within the District in proportion to the estimated special benefits to be received.

PART E: ASSESSMENT ROLL

This part contains an assessment of the estimated cost of the improvements apportioned to each benefited parcel of land within the District. The Assessment Roll is filed in the Office of the City Clerk of the City of Newark and is incorporated in this Report. The list is keyed to the records of the Alameda County Assessor, which are incorporated herein by reference.

PART A

PLANS AND SPECIFICATIONS

IMPROVEMENTS AND SERVICES PURSUANT TO THE 1972 ACT

The improvements and services authorized by the provisions of the Landscape and Lighting Act of 1972, being Part 2 of Division 15 of the Streets and Highways Code, commencing with Section 22500 (hereafter referred to as the "1972 Act"), that may be applicable to this District and associated assessments may include one or more of the following definitions:

- "Improvement" means one or any combination of the following:
    - The installation or planting of landscaping.
    - The installation or construction of statuary, fountains, and other ornamental structures and facilities.
    - The installation or construction of public lighting facilities, including, but not limited to, traffic signals.
    - The installation or construction of any facilities which are appurtenant to any of the forgoing, or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
    - The installation of park or recreational improvements, including, but not limited to all the following:
        - Land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks, and drainage.
        - Lights, playground equipment, play courts, and public restrooms.
    - The maintenance or servicing, or both, of any of the forgoing, and of any improvements authorized below.
    - The acquisition of land for park, recreational, or open space purposes.
    - The acquisition of any existing improvement otherwise authorized herein.
    - The acquisition or construction of any community center, municipal auditorium or hall, or similar public facility for the indoor presentation of performances, shows, stage productions, fairs, conventions, exhibitions, pageants, meetings, parties, or other group events, activities, or functions, whether those events, activities, or functions are public or private.

- "Incidental expenses" include all the following:
  - The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment.
  - The costs of printing, advertising, and giving of published, posted, and mailed notices.
  - Compensation payable to the county for collection of assessments.
  - Compensation of any engineer or attorney employed to render services in proceedings pursuant to this part.
  - Any other expenses incidental to the construction, installation, or maintenance and servicing of improvements.
  - Any expenses incidental to the construction, installation, or maintenance and servicing of the improvements.
  - Any expenses incidental to the issuance of bonds or notes.
  - Costs associated with any elections held for the approval of a new or increased assessment.

- "Landscaping" means trees, shrubs, grass, or other ornamental vegetation.

- "Maintain" or "maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation, and services of any improvement, including:
  - Repair, removal or replacement of all or any part of any improvement.
  - Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
  - The removal of trimmings, rubbish, debris, and other solid waste.
  - The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

- "Public lighting facilities" means all works or improvements used or useful for the lighting of any public places, including ornamental standards, luminaries, poles, supports, tunnels, manholes, vaults, conduits, pipes, wires, conductors, guys, stubs, platforms, braces, transformers, insulators, contacts, switches, capacitors, meters, communication circuits, appliances, attachments, and appurtenances.

- "Service" or "servicing" means the furnishing of:
  - Electric current or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements.
  - Water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

DESCRIPTION OF DISTRICT IMPROVEMENTS

The improvements, which have been constructed within the City, and those which may be subsequently constructed, operated, maintained, and serviced with District assessments are generally described as follows:

> The maintenance of Jarvis Avenue median-island and buffer landscaping and landscape irrigation system, and lighting adjacent to and within the boundaries of Tract 5232 and the Dumbarton Industrial Park. Costs shall include all maintenance and operation costs including normal upkeep, operating expenses, management expenses, replanting costs, and power costs.
>
> The maintenance of landscaping and the landscape irrigation system within the public right-of-way and easement areas adjacent to the public right-of-way on Dumbarton Court, Jarvis Avenue and Newark Boulevard, and the 10-foot-wide landscape easement in lots 6 and 7 of Tract 5232 adjoining the property within Parcel Map 5618.

Improvement diagrams have been prepared identifying all improvements and areas that are to be maintained by the District. A copy of this diagram is on file with the City's Public Works Department.

PART B

ESTIMATE OF COSTS

The 1972 Act requires that a special fund be set up for the collection of revenues and expenditures of the District. The Act provides that the total cost of construction, operation, and maintenance and servicing of the public improvements specified in Part A of this Report can be recovered by the District. Incidental expenses including administration of the District, engineering fees, legal fees and all other costs associated with the construction, operation and maintenance and servicing of the Districts can also be included.

The 1972 Act also requires that a special fund be set up for the revenues and expenditures of the District. Funds raised from the assessments shall be used only for the expenditures represented above. A contribution to the District by the City may be made to reduce assessments as the City deems appropriate. Any balance remaining on July 1 at the end of the fiscal year must be carried over to the next fiscal year unless the funds are being accumulated for future capital replacement projects or operating reserves.

The following table provides a summary of the estimated District revenues and cost estimates for Fiscal Year 2024-25.

Landscaping and Lighting District No. 2 Fiscal Year 2024-25 Cost Estimate	
Projected Revenues	
Assessment Revenue	$26,678
Non-Assessment Revenues[1]	$3,008
Total Projected Revenues	**$29,686**
Projected Expenses	
Contract Services[2]	$81,071
Utilities	$4,000
Administration and Incidentals	$15,892
County Collection Fees	$454
Unforeseen Maintenance and Repairs[3]	$5,071
Total Projected Expenses	**$106,487**
Projected Fund Balance	
Beginning Fund Balance - July 1, 2024	$200,524
Reserve Fund Collection Increase/(Decrease)	($76,801)
Ending Fund Balance - June 30, 2025	$123,723
Recommended Operating Reserves	$50,708
Available Operating Reserves	$50,708
Available Capital Reserves	$73,015

[1]Non-Assessment Revenue includes interest earnings estimated at 1.5% of Projected Beginning Fund Balance and any other non-assessment revenue sources.

[2]Includes $75,000 for Plant & Tree Replacement, Grading, Irrigation & Pop-Up Replacement, Irrigation Retrofit, and Re-mulch projects.

[3]Unforeseen Maintenance and Repairs are assumed to be 5% of the Projected Expenses.

The purpose of the various reserves is to ensure the District will have funds available for cashflow purposes and to repair or reconstruct the improvements that are the responsibility of the District.

The Recommended Operating Reserve target is fifty percent (50%) of the projected expenditures. Maintaining a fully funded Operating Reserve eliminates the need for the City to transfer funds from non-District accounts to pay for operational expenses during the first half of the fiscal year and provides the District with sufficient funds to address any unforeseen or unusual expenditures that may occur during the year.

The purpose of collecting and holding funds in a Capital Reserve is so that when improvements need to be replaced or expenditures that are greater than can be conveniently raised from a single year's assessment, funds are available so that the District can respond and address the need promptly.

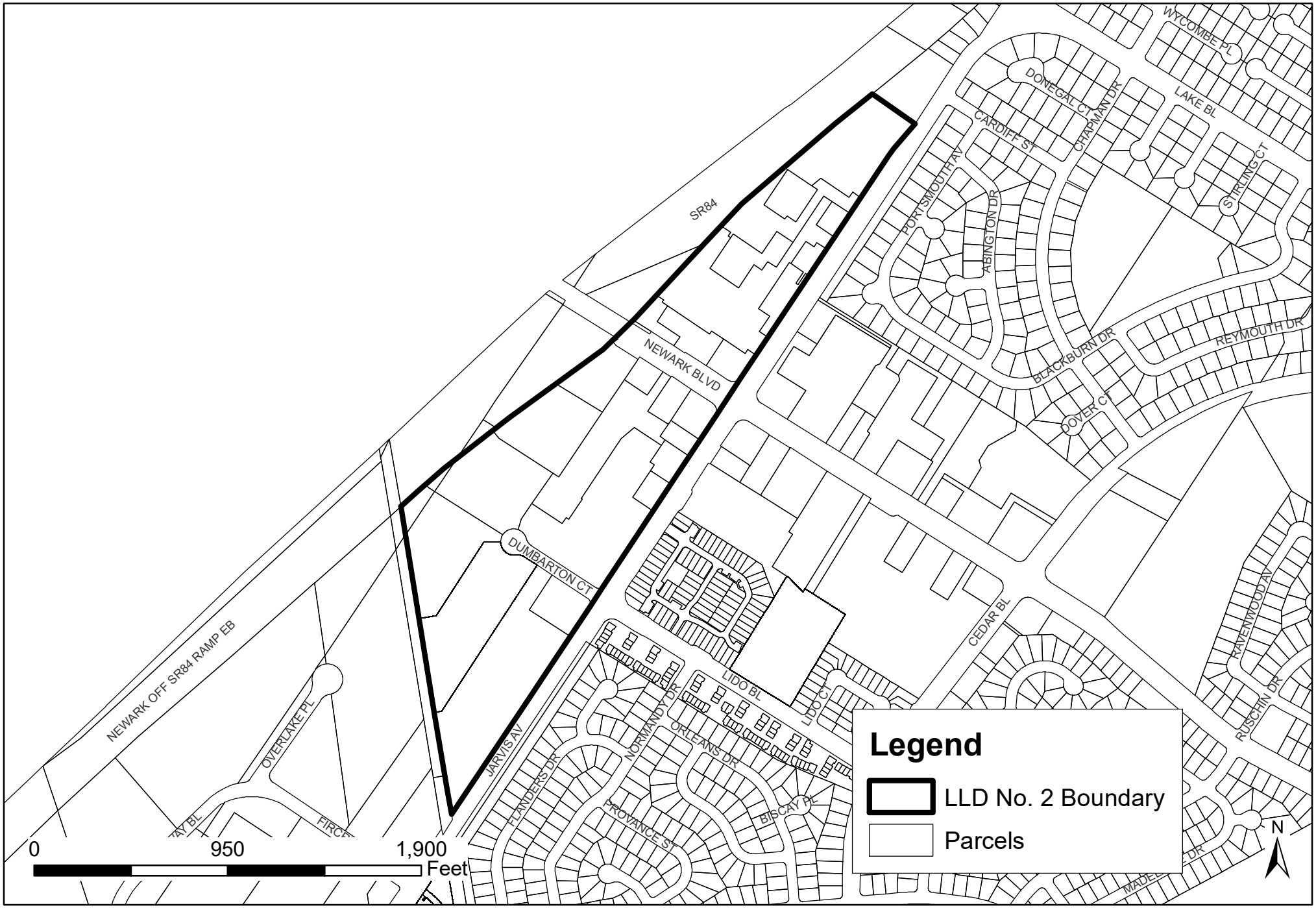
PART C

ASSESSMENT DISTRICT DIAGRAM

The boundaries of the District are shown herein. The Diagram is on file in the Public Works Department of the City and shown on the following page of this Engineer's Report. The lines and dimensions of each parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year in which this Report was prepared and are incorporated by reference herein and made part of this Report.

A reduced copy of the Assessment Diagram is shown on the following page.

LANDSCAPING AND LIGHTING DISTRICT NO. 2
(NEWARK BOULEVARD AT JARVIS AVENUE)
ASSESSMENT DIAGRAM



PART D

METHOD OF APPORTIONMENT OF ASSESSMENTS

This section explains the benefits to be derived from the improvements and the methodology used to apportion the total costs of the improvements to properties within the District.

The method used for apportioning the assessment is based upon the relative special benefits to be derived by the properties in the District and any established benefit zones. The assessment is apportioned to each parcel in proportion to the relative cost of the special benefits from the improvements.

General

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of public lights, landscaping, and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

The formula used for calculating assessments in the District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel.

In addition, the 1972 Act permits the designation of zones of benefit within any individual assessment district if "by reasons or variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvement." Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax".

Discussion of Benefit

Each of the improvements have been carefully reviewed by the City and the corresponding assessments have been proportionately spread to each parcel based on the special benefits conferred to property from the improvements as determined at the time the District was established.

The District consists of all Assessor Parcels within the boundaries of the District. The method of apportioning costs and assessing properties is based upon the proportional special benefits to be conferred by the improvements and services to the properties within the boundaries of the District. The apportioning of special benefit is a two-step process:

the first step is to identify the types of special benefits arising from the improvements and services, and the second step is to allocate the costs and assign assessments to property based on the estimates of the special benefit being conferred to each property.

In summary, the assessments can only be levied based on the special benefit to property conferred from the installation, maintenance, and servicing of the improvements funded by the District. These special benefits are not dependent on any one property owner's use of the District's improvements or their specific demographic status. The basis for these special benefits comes from statutes approved by the California Legislature and other studies that describe the types of benefits received by property from such improvements. The identified special benefits conferred to property from the improvements can be summarized as follows:

- Improved aesthetics:
  - Well-maintained and attractive landscaping enhances the overall appearance and desirability of the area, making it visually appealing to property owners and visitors.

- Increased property values:
  - Attractive and well-maintained landscaping can increase the desirability of nearby properties, potentially leading to higher property values.

- Safety:
  - Median landscaping helps calm traffic and reduce speeds, creating a safer environment for people traveling to and from properties within the District. It also acts as a physical buffer between roadways and properties within the District.

- Noise reduction:
  - Trees and plants help absorb traffic noise and create a buffer between the road and nearby properties, reducing noise levels and creating a more peaceful environment.

- Reduced pollution:
  - Trees and plants aid in filtering pollutants from the air, improving air quality and creating a healthier environment for properties in proximity to the landscape.

These benefits, when applied to property in the District, specifically increase the utility of the property within the District. For example, the assessments provide funding to maintain the landscaping that improves safety and access to the property and provides visual and environmental benefits to the properties within the District. Such improved and well-maintained public facilities enhance the overall usability, quality, desirability, and safety of the properties.

Method of Assessment

This process of apportioning assessments to each property involves determining the relative special benefit received by each property from the improvements and services. Therefore, the City and Engineer of Work at the time of District formation determined the project costs related to Jarvis Avenue west of Dumbarton Court and for Dumbarton Court, including a proportionate share of the incidental expenses will be spread on the basis of area to lots which front Jarvis Avenue and Dumbarton Court. Project costs related to improvements on Jarvis Avenue east of Dumbarton Court and on Newark Boulevard, including a proportionate share of incidental expenses will be spread to properties fronting this segment of Jarvis Avenue and Newark Boulevard on the basis of area, but after buildings are constructed, these costs are to be spread on the basis of building square footage, with costs allocated to undeveloped property based on the maximum building size permitted on the parcel. This methodology distributes assessments in proportion to the estimated special benefit conferred to property and is generally recognized as providing the basis for a fair and appropriate distribution of assessments.

In Fiscal Year 2024-25, the maximum allowable assessment for each assessable parcel within the District is needed to cover the annual costs. A listing of each assessable parcel and their proposed Fiscal Year 2024-25 assessment is on the Assessment Roll in Part E of this Report.

Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts, and public parkways (all of which are typically not assigned an Assessor's Parcel Number (APN) by the County). Also exempted from the assessment would be public agency owned property, utility rights-of-ways, common areas (such as in condominium complexes or those that are owned by a Homeowner's or Property Owner's Association), and any other property that is deemed to be unable to develop by the City. These types of parcels do not benefit from the improvements.

Appeals and Interpretations

Any property owner who feels that the assessment levied on the subject property is in error because of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with City Engineer or his or her designee. Any such appeal is limited to correction of an assessment during the then current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the City Engineer or his or her designee will promptly review the appeal and any information provided by the property owner. If the City Engineer or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the City Engineer or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any property owner who disagrees with the decision of the City Engineer or her or his designee may refer their appeal to the City Council and the decision of the City Council shall be final.

PART E

ASSESSMENT ROLL

A list of names and addresses of the owners of all parcels, and the description of each parcel within the District is shown on the last equalized Secured Property Tax Roll of the Alameda County Assessor, which by reference is hereby made a part of this Report.

This list is keyed to the Assessor's Parcel Numbers as shown on the Assessment Roll, which includes the proposed amount of assessments for Fiscal Year 2024-25 apportioned to each parcel. The Assessment Roll is on file in the Public Works Department of the City and is included in this Report beginning on the next page.

The total proposed assessment for Fiscal Year 2024-25 is $26,678.00**.**

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 2
ASSESSMENT ROLL
FISCAL YEAR 2024-25

Assessor's Parcel Number	Assessment Amount
092A-2596-001-00	$134.00
092A-2596-002-00	$44.00
092A-2596-003-00	$77.00
092A-2596-004-00	$797.00
092A-2596-005-00	$74.00
092A-2596-006-00	$83.00
092A-2596-007-00	$66.00
092A-2596-008-00	$202.00
092A-2596-009-00	$796.00
092A-2596-010-00	$377.00
092A-2596-011-00	$161.00
537 -0521-014-00	$1,643.00
537 -0521-015-00	$198.00
537 -0521-023-02	$25.00
537 -0521-024-02	$55.00
537 -0521-025-00	$99.00
537 -0521-026-00	$38.00
537 -0521-027-00	$73.00
537 -0521-028-00	$78.00
537 -0521-036-00	$631.00
537 -0521-037-00	$820.00
537 -0521-038-00	$14,308.00
537 -0521-039-00	$2,306.00
537 -0521-045-00	$743.00
537 -0521-046-00	$57.00
537 -0521-047-00	$304.00
537 -0521-048-00	$195.00
537 -0855-001-00	$114.70
537 -0855-002-00	$114.70
537 -0855-003-00	$114.70
537 -0855-004-00	$114.70
537 -0855-005-00	$114.70
537 -0855-006-00	$114.70
537 -0855-007-00	$114.70
537 -0855-008-00	$114.70
537 -0855-009-00	$114.70
537 -0855-010-00	$114.70
537 -0855-011-00	$114.70
537 -0855-012-00	$114.70
537 -0855-013-00	$114.70
537 -0855-014-00	$114.70
537 -0855-015-00	$114.70
537 -0855-016-00	$114.70
537 -0855-017-00	$114.70
537 -0855-018-00	$114.70
537 -0855-019-00	$114.70
537 -0855-020-00	$114.70
Total Parcels:	47
Total Assessment:	$26,678.00

NEWARK
california

Landscaping and Lighting District No. 4

Fiscal Year 2024-25
Preliminary Engineer's Report

June 13, 2024

Prepared by

FRANCISCO AND ASSOCIATES

Where Innovative Strategies
Fund Tomorrow's Communities

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ENGINEER'S REPORT
CITY OF NEWARK
LANDSCAPING AND LIGHTING DISTRICT NO. 4
FISCAL YEAR 2024-25

The undersigned, acting on behalf of Francisco & Associates respectfully submits the enclosed Engineer's Report as directed by the Newark City Council pursuant to the provisions of Article XIIID, Section 4 of the California Constitution, and the Landscape and Lighting Act of 1972 being Section 22500 et al of the California Streets and Highways Code (the "1972 Act"). The undersigned certifies that he is a Professional Engineer, registered in the State of California.

Dated: May 14, 2024

By: _____
Eduardo Espinoza, P.E.
RCE # 83709

SECTION I

INTRODUCTION

The City of Newark ("City") levies and collects special assessments on parcels within the City of Newark Landscaping and Lighting District No. 4 ("District") to maintain public improvements. The District was formed to provide a dedicated source of funding for the ongoing maintenance of median-island and buffer landscape, streetlight, and park improvements benefiting parcels within the boundaries of the District. Since formation, an additional zone of benefit was created on September 14, 2017.

Following annexation of the zone of benefit referenced above, the District consists of the following two (2) zones of benefit:

- Zone 1 (New Technology Park and Stevenson Point Techpark)
  The area includes office, commercial, and institutional establishments in the City known as the New Technology Park and the Stevenson Point Techpark.

- Zone 2 (Sanctuary)
  The Sanctuary development includes Tract 8270 and is comprised of 386 single family homes and private roads.

The assessments and method of apportionment described in this Report utilize commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received as approved by the City Council at the time the District was formed and the additional zone of benefit was established.

The District generally consists of those properties south of Cherry Street, west of Stevenson Boulevard, north of the railroad tracks and east of Mowry Avenue. A reduced copy of the Assessment Diagram showing the exterior boundaries of the District and each zone of benefit is provided in Part C of this Report.

Impacts of Proposition 218

On November 5, 1996 California voters approved Proposition 218 entitled "Right to Vote on Taxes Act" which added Articles XIIIC and XIIID to the California Constitution. While its title refers only to taxes, Proposition 218 established new procedural requirements for the formation and administration of assessment districts.

These new procedures stipulate that even if assessments are initially exempt from Proposition 218, future increases in assessments must comply with the provisions of Proposition 218. However, if the increase in assessments were anticipated in the assessment formula (e.g., CPI increase or assessment cap) then the assessment would comply with the intent and provisions of Proposition 218.

Current Annual Administration

As required by the 1972 Act, the Engineer's Report includes: (1) a description of the improvements to be operated, maintained, and serviced by the District and each benefit zone, (2) a cost estimate for the District and each benefit zone, and (3) a listing of the proposed Fiscal Year 2024-25 assessments to be levied upon each assessable lot or parcel within the District and each benefit zone.

The City will hold a Public Hearing on July 11, 2024, regarding this District which will provide an opportunity for any interested person to be heard. At the conclusion of the Public Hearing, the City Council may adopt a resolution confirming the assessment rates as originally proposed or as modified.

Payment of these annual assessments for each parcel will be made in the same manner and at the same time as payments are made for their annual property taxes. All funds collected through the assessments must be placed in a special fund and can only be used for the purposes stated within this Report.

SECTION II

ENGINEER'S REPORT PREPARED FOR THE CITY OF NEWARK LANDSCAPING AND LIGHTING DISTRICT NO. 4 FISCAL YEAR 2024-25

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 of Division 15 of the Streets and Highways Code of the State of California), and in accordance with the Resolution of Initiation, being Resolution No. 11631, which directs the preparation and filing of the Engineer's Report, adopted by the City Council of the City of Newark, on April 11, 2024, the following Report was prepared consisting of Section I (Introduction), and this, Section II, which consists of five (5) parts as follows:

PART A: PLANS AND SPECIFICATIONS

This part describes the improvements maintained by the District. Plans and specifications for the improvements are on file in the Office of the Director of Public Works of the City of Newark and are incorporated herein by reference.

PART B: ESTIMATE OF COST

This part contains an estimate of the cost of the proposed improvements to be maintained for Fiscal Year 2024-25, including incidental costs and expenses in connection therewith. The estimate is attached hereto and is on file in the Office of the Director of Public Works of the City of Newark.

PART C: ASSESSMENT DISTRICT DIAGRAM

This part incorporates a Diagram of the District showing the exterior boundaries of the District, the boundaries of any zones within the District and the lines and dimensions of each lot or parcel of land within the District. This Diagram has been prepared by the Engineer of Work and is on file in the Office of the Director of Public Works of the City of Newark.

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference herein and made a part of this Report.

PART D: METHOD OF APPORTIONMENT OF ASSESSMENTS

This part describes the method of apportionment of assessments, based upon each parcel's classification within the District in proportion to the estimated special benefits to be received.

PART E: ASSESSMENT ROLL

This part contains an assessment of the estimated cost of the improvements apportioned to each benefited parcel of land within the District. The Assessment Roll is filed in the Office of the City Clerk of the City of Newark and is incorporated in this Report. The list is keyed to the records of the Alameda County Assessor, which are incorporated herein by reference.

PART A

PLANS AND SPECIFICATIONS

IMPROVEMENTS AND SERVICES PURSUANT TO THE 1972 ACT

The improvements and services authorized by the provisions of the Landscape and Lighting Act of 1972, being Part 2 of Division 15 of the Streets and Highways Code, commencing with Section 22500 (hereafter referred to as the "1972 Act"), that may be applicable to this District and associated assessments may include one or more of the following definitions:

- "Improvement" means one or any combination of the following:
  - The installation or planting of landscaping.
  - The installation or construction of statuary, fountains, and other ornamental structures and facilities.
  - The installation or construction of public lighting facilities, including, but not limited to, traffic signals.
  - The installation or construction of any facilities which are appurtenant to any of the forgoing, or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
  - The installation of park or recreational improvements, including, but not limited to all the following:
    - Land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks, and drainage.
    - Lights, playground equipment, play courts, and public restrooms.
  - The maintenance or servicing, or both, of any of the forgoing, and of any improvements authorized below.
  - The acquisition of land for park, recreational, or open space purposes.
  - The acquisition of any existing improvement otherwise authorized herein.
  - The acquisition or construction of any community center, municipal auditorium or hall, or similar public facility for the indoor presentation of performances, shows, stage productions, fairs, conventions, exhibitions, pageants, meetings, parties, or other group events, activities, or functions, whether those events, activities, or functions are public or private.

- "Incidental expenses" include all the following:
    - The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment.
    - The costs of printing, advertising, and giving of published, posted, and mailed notices.
    - Compensation payable to the county for collection of assessments.
    - Compensation of any engineer or attorney employed to render services in proceedings pursuant to this part.
    - Any other expenses incidental to the construction, installation, or maintenance and servicing of improvements.
    - Any expenses incidental to the construction, installation, or maintenance and servicing of the improvements.
    - Any expenses incidental to the issuance of bonds or notes.
    - Costs associated with any elections held for the approval of a new or increased assessment.

- "Landscaping" means trees, shrubs, grass, or other ornamental vegetation.

- "Maintain" or "maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation, and services of any improvement, including:
    - Repair, removal or replacement of all or any part of any improvement.
    - Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
    - The removal of trimmings, rubbish, debris, and other solid waste.
    - The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

- "Public lighting facilities" means all works or improvements used or useful for the lighting of any public places, including ornamental standards, luminaries, poles, supports, tunnels, manholes, vaults, conduits, pipes, wires, conductors, guys, stubs, platforms, braces, transformers, insulators, contacts, switches, capacitors, meters, communication circuits, appliances, attachments, and appurtenances.

- "Service" or "servicing" means the furnishing of:
    - Electric current or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements.
    - Water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

DESCRIPTION OF DISTRICT IMPROVEMENTS

The improvements, which have been constructed within the City, and those which may be subsequently constructed, operated, maintained, and serviced with District assessments are generally described as follows:

- The Landscape Improvements include, but are not limited to landscaping, planting, turf, trees, irrigation systems, and fixtures in parks, public streets, and sidewalk rights-of-way, including medians, traffic circles, parkways and other easements dedicated to the City within, and adjacent to, the zones.
- Street Lighting Improvements include, but are not limited to poles, fixtures, bulbs, conduits, conductors, equipment including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide lighting in public streets and sidewalk rights-of-way and other easements dedicated to the City within, and adjacent to, the zones.

Improvement diagrams have been prepared identifying all improvements and areas that are to be maintained by the District. A copy of these diagrams is on file with the City's Public Works Department.

A more detailed description of the facilities which either have or will be constructed, operated, maintained, and serviced within each of the District benefit zones follows.

Zone 1 (New Technology Park and Stevenson Point Techpark)

Landscape Improvements

The Landscape Improvements include streetscapes and medians, specifically:

- The maintenance of Stevenson Boulevard median-island landscaping from the Nimitz Freeway to Cherry Street.
- The Maintenance of median-island and up to 50-feet of green belt landscaping and street lighting adjacent to Cherry street and the interior loop street within the boundaries of New Technology Park.
- The maintenance of landscaping across the Newark Unified School District parcel on Cherry Street.

Zone 2 (Sanctuary)

Park and Landscape Improvements

Zone 2 is responsible for maintaining the existing District improvements identified previously in Zone 1, as well as additional maintenance and servicing of a neighborhood park and trash capture devices as listed below. Park maintenance includes turf, trees, and irrigation.

- Neighborhood Park located north of Dragonfly Street, between Sea Turtle and Brush Rabbit.
- 6 trash capture devices on Cherry Street.
- 2 trash capture devices on Stevenson Boulevard.
- 3 trash capture devices on Tom Cod Street.

All other improvements associated with Zone 2 including landscaping, sidewalk rights-of-way, medians, parkways, and other easements dedicated to the City will be maintained by a Homeowner's Association and will not be assessed to parcels within the District.

Street Lighting Improvements

The Street Lighting Improvements include fifty-one (51) streetlights located throughout Tract 8270 located along streets within the zone.

PART B

ESTIMATE OF COSTS

The 1972 Act requires that a special fund be set up for the collection of revenues and expenditures of the District. The Act provides that the total cost of construction, operation, and maintenance and servicing of the public improvements specified in Part A of this Report can be recovered by the District. Incidental expenses including administration of the District, engineering fees, legal fees and all other costs associated with the construction, operation and maintenance and servicing of the District can also be included.

Funds raised from the assessments shall be used only for the expenditures represented above. A contribution to the District by the City may be made to reduce assessments as the City deems appropriate. Any balance remaining on July 1 at the end of the fiscal year must be carried over to the next fiscal year unless the funds are being accumulated for future capital replacement projects or operating reserves.

The following table provides a summary of the estimated District revenues and cost estimates for Fiscal Year 2024-25.

Landscaping and Lighting District No. 4
Fiscal Year 2024-25 Cost Estimate

	Zone 1	Zone 2	Total Amount
Projected Revenues			
Assessment Revenue	$37,082	$74,907	$111,989
Non-Assessment Revenues[1]	$6,836	$28,338	$35,174
Total Projected Revenues	**$43,918**	**$103,245**	**$147,162**
Projected Expenses			
Contract Services[2]	$59,130	$119,445	$178,575
Utilities	$1,656	$3,344	$5,000
Administration and Incidentals	$9,395	$18,977	$28,372
County Collection Fees	$630	$1,273	$1,904
Unforeseen Maintenance and Repairs[3]	$3,541	$7,152	$10,693
Total Projected Expenses	**$74,351**	**$150,192**	**$224,543**
Projected Fund Balance			
Beginning Fund Balance - July 1, 2024	$343,716	$555,460	$899,176
Reserve Fund Collection Increase/(Decrease)	($30,433)	($46,948)	($77,380)
Ending Fund Balance - June 30, 2025	$313,283	$508,513	$821,796
Recommended Operating Reserves	$35,405	$71,520	$106,925
Available Operating Reserves	$35,405	$71,520	$106,925
Available Capital Reserves[3]	$277,878	$436,992	$714,871

[1]Non-Assessment Revenues include interest earnings estimated at 1.5% of Projected Beginning Fund Balance and the City contribution for General Benefits and Special Benefits conferred to property not in the District.

[2]Includes $175,00 for Plant & Tree Replacement, Grading, Irrigation & Pop-Up Replacement, Irrigation Retrofit, and Re-mulch projects.

[3]Unforeseen Maintenance and Repairs are assumed to be 5% of the Projected Expenses.

The purpose of the various reserves is to ensure the District will have funds available for cashflow purposes and to repair or reconstruct the improvements that are the responsibility of the District.

The Recommended Operating Reserve target is fifty percent (50%) of the projected expenditures. Maintaining a fully funded Operating Reserve eliminates the need for the City to transfer funds from non-District accounts to pay for operational expenses during the first half of the fiscal year and provides the District with sufficient funds to address any unforeseen or unusual expenditures that may occur during the year.

The purpose of collecting and holding funds in a Capital Reserve is so that when improvements need to be replaced or expenditures are greater than can be conveniently raised from a single year's assessment, funds are available so that the District can respond and address the need promptly.

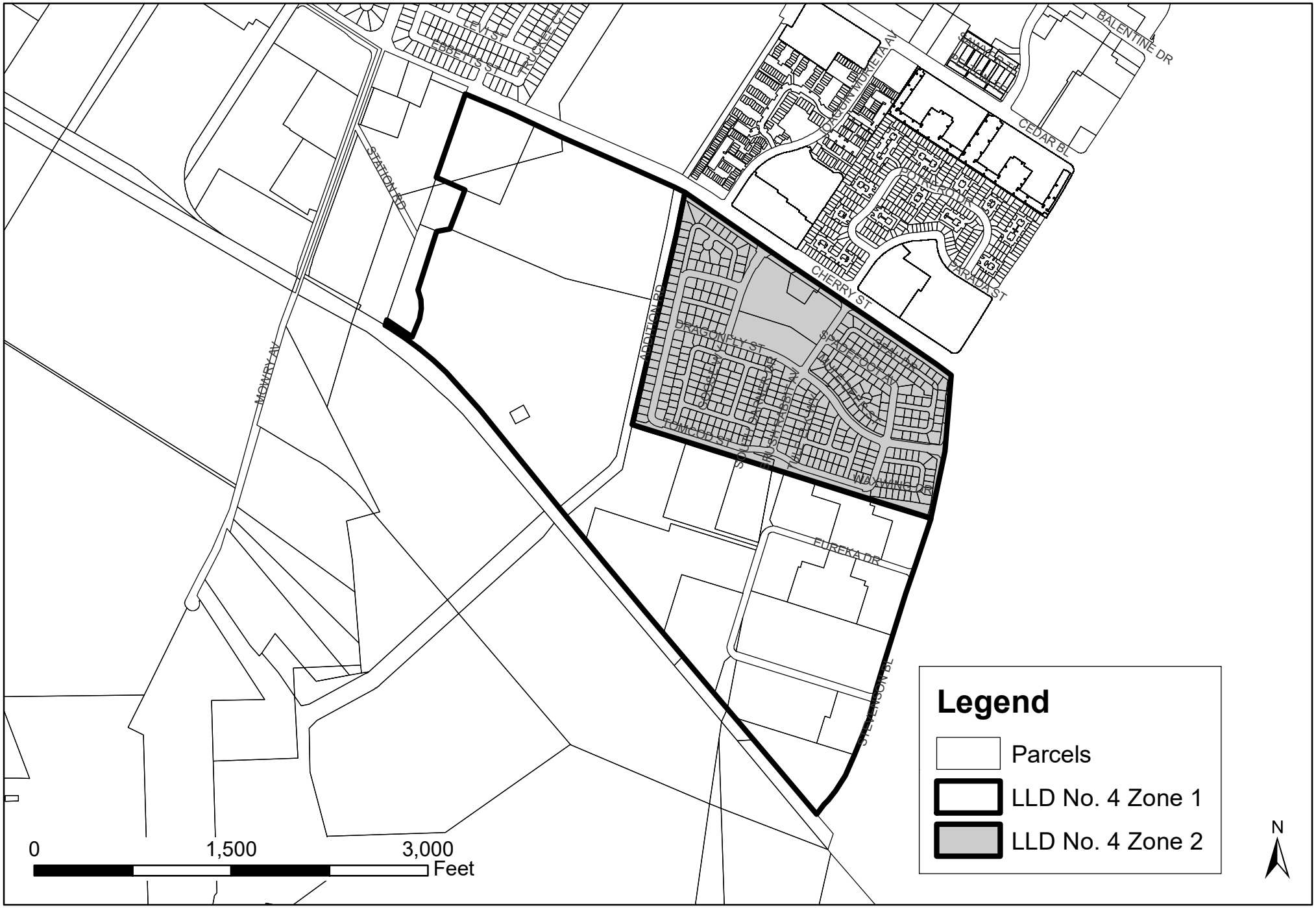
PART C

ASSESSMENT DISTRICT DIAGRAM

The boundaries of the District and each zone of benefit are shown herein. The Diagram is on file in the Public Works Department of the City and shown on the following page of this Engineer's Report. The lines and dimensions of each parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year in which this Report was prepared and are incorporated by reference herein and made part of this Report.

A reduced copy of the Assessment Diagram is shown on the following page.

LANDSCAPING AND LIGHTING DISTRICT NO. 4 ZONE 1 AND 2
(NEW TECHNOLOGY PARK AND STEVENSON POINT TECHPARK)
ASSESSMENT DIAGRAM



PART D

METHOD OF APPORTIONMENT OF ASSESSMENTS

This section explains the benefits to be derived from the improvements and the methodology used to apportion the total costs of the improvements to properties within the District.

The method used for apportioning the assessment is based upon the relative special benefits to be derived by the properties in the District and any established benefit zones. The assessment is apportioned to each parcel in proportion to the relative cost of the special benefits from the improvements.

General

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of streetlights, landscaping, parks, trails, open space, and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

The formula used for calculating assessments in the District therefore needs to reflect the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel.

In addition, Article XIIID, of the California Constitution limits the amount of any assessment to the proportional "special benefit" conferred on the property. Article XIIID provides that only special benefits are assessable, and the City must separate the general benefits from the special benefits conferred on a parcel. There is no widely accepted or statutory formula for determining general and special benefit. However, the constitution states that a special benefit is different from a general benefit in that it is "particular and distinct" and "over and above" general benefits received by other properties.

The 1972 Act permits the designation of zones of benefit within any individual assessment district if "by reasons or variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvement." Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax".

Article XIIID provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment. Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts and public parkways, utility easements,

and that portion of public property that is not developed and used for business purposes similar to private residential, commercial, industrial, and institutional activities.

The amount to be assessed may be apportioned by any formula or method which fairly distributes the amount among all assessable lots or parcels. In order for the City to separate out the general and special benefits for each improvement type, an analysis of each improvement was conducted. The analysis reviewed the purpose and users of each improvement, and then identified the properties that may benefit from the improvement both within and outside the City and within and outside each zone of benefit, and then allocated the costs to maintain, service, and replace each improvement type to each identified property. Because general benefits are not assessable, any costs associated with general benefits or special benefits assigned to properties within and outside the City and not in a District zone of benefit are to be paid for by the City. Only the costs associated with the special benefits conferred on property within each zone of benefit from the authorized improvements are assessable, and therefore assessed herein. A full analysis showing the quantification and separation of special and general benefits performed by the City and Assessment Engineer at the time of the establishment of Benefit Zone 2 (Sanctuary) can be found in the Engineer's Report prepared at the time of establishing Zone 2 (Sanctuary). A summary of the analysis by improvement type funded by District assessments is described below.

Special Benefit

Each of the improvements have been carefully reviewed by the City and the corresponding assessments have been proportionately spread to each parcel based on the special benefits conferred to property from the improvements as determined at the time the District and the subsequent zone of benefit was established.

The District consists of all Assessor Parcels within the boundaries of a zone of benefit. The method of apportioning costs and assessing properties is based upon the proportional special benefits to be conferred by the improvements and services within each zone of benefit to the properties within the boundaries of the District's zones of benefit. The apportioning of special benefit is a two-step process: the first step is to identify the types of special benefits arising from the improvements and services, and the second step is to allocate the costs and assign assessments to property based on the estimates of the special benefit being conferred to each property.

In determining the proportionate special benefit derived by each identified parcel, the proximity of the parcel to the public improvements detailed in Part A above, and the capital, maintenance, and operating costs of said public improvements, was considered and analyzed. Due to the close proximity of the parcels to the improvements detailed in Part A above, it has been demonstrated and determined that the parcels are uniquely benefited by, and receive a direct advantage from, and are conferred a particular and distinct special benefit over and above general benefits by said public improvements in a way that is particular and distinct from its effect on other parcels, and that real property in general and the public at large do not share.

In summary, the assessments can only be levied based on the special benefit to property conferred from the installation, maintenance, and servicing of the improvements funded by each zone of benefit within the District. These special benefits are not dependent on any one property owner's use of each zone of benefit's improvements or their specific demographic status. The basis for these special benefits comes from statutes approved by the California Legislature and other studies that describe the types of benefits received by property from such improvements. The identified special benefits conferred to property from the improvements are summarized as follows.

Special Benefit from Landscape Maintenance

All parcels within the District, specifically, Zone 1 (New Technology Park and Stevenson Point Techpark) and Zone 2 (Sanctuary), receive special benefit from Landscape Maintenance. Trees, landscaping, hardscapes, ornamental structures, and appurtenant facilities, if well maintained, confer a particular and distinct special benefit upon real property within the zones of benefit by providing beautification, shade and positive enhancement of the community character, attractiveness, and desirability of the surroundings. In addition, all the aforementioned contribute to a specific increase in property desirability and a specific enhancement of the property value of each parcel within each zone of benefit within the District.

In Parkways and Land Values, written by John Nolan and Henry V. Hubbard in 1937, it is stated:

> " ... there is no lack of opinion, based on general principles and experience and common sense, that parkways do in fact add value to property, even though the amount cannot be determined exactly .... Indeed, in most cases where public money has been spent on parkways the assumption has been made that the proposed parkway will show a provable financial profit to the City. It has been believed that the establishment of parkways causes a rise in real estate values throughout the City, or in parts of the City, ... "

It should be noted that the definition of "parkways" above may include the roadway as well as the landscaping alongside the roadway.

Special Benefit from Street Lighting Maintenance

All parcels within Zone 2 of the District receive special benefit from Street Lighting Maintenance. The special benefit from street lighting can be measured by increased safety to people and property, as well as the increased availability of lighting. The safety to people results in a special benefit to residential parcels because street lighting improves traffic safety during ingress and egress to the property and creates a deterrent to crime on the property. The safety to property results in a special benefit to both residential and vacant and undeveloped parcels because street lighting operation, maintenance and servicing provides for the protection of buildings and personal property against crimes such as theft and vandalism.

Special Benefit from Park Maintenance

All parcels within Zone 2 (Sanctuary) receive special benefit from Park Maintenance. The overall quality of life and desirability of an area is enhanced, when public parks and recreational facilities are in place, improved, operable, safe, clean, and properly maintained. Conversely, property desirability decreases when park and recreational facilities are unsafe or destroyed by the elements or vandalism.

Property desirability in an area also increases when there is an increase in the number of parks, recreation centers and sports facilities. These park and recreational facilities enable property owners to participate in sporting events, leisure activities, picnics, organized social events, and other miscellaneous activities.

Studies in several communities, including counties and cities throughout the United States, have indicated that recreation areas and facilities, if well maintained and wisely administered, have caused a marked increase in the property values of parcels in the community. Consequently, such recreation and park facilities have proved a potent factor in maintaining a sound economic condition and a high standard of livability in the community. These studies confirm the opinion, long held by planning authorities, as to the economic value of parks and recreational facilities in a community.

> *"The recreation value is realized as a rise in the value of land and other property in or near the recreation area, and is of both private interest to the landowner and others, holding an economic stake in the area, and of public interest to the taxpayers, who have a stake ...." (National Recreation and Park Association, June 1985)*
>
> *"Recreation and park amenities are central components in establishing the quality of life in a community. ... [Businesses'] main resource is their employees for whom quality of life is an important issue… The availability and attractiveness of local parks and programs influences some companies' relocation decisions. ... the presence of a park encourages real estate development around it.... ". (California Parks & Recreation, Winter 1997)*

The benefit of parks and other recreational facilities to residential and the surrounding commercial/industrial properties in Zone 1 (New Technology Park and Stevenson Point Techpark) is supported and has been summarized by several studies. The United States Department of the Interior, National Park Service, in a publication of June 1984, concluded the following:

- Parks and recreation stimulate business and generate tax revenues
- Parks and recreation help conserve land, energy, and resources
- An investment in parks and recreation helps reduce pollution and noise, makes communities more livable, and increases property values
- Public recreation benefits all employers by providing continuing opportunities to maintain a level of fitness throughout one's working life, and through helping individuals cope with the stress of a fast-paced and demanding life

Proper maintenance and operation of the parks within the City benefits those properties within the service areas of the parks by providing environmental quality and recreational enhancement.

Special Benefit to Parcels Outside of the District

There are parcels outside Zone 2 (Sanctuary) that receive special benefit from some of the improvements (e.g., parks, etc.). Based on the analysis performed at the time of the establishment of Zone 2 (Sanctuary), it was determined that 11.06% of the annual costs from the improvements associated with Zone 2 (Sanctuary) are attributable to special benefits to parcels outside of Zone 2 (Sanctuary).

The share of cost attributable to special benefits conferred to parcels outside of Zone 2 (Sanctuary) cannot be assessed to properties within the specific zone, but are required to be paid by some other source, such as the City's General Fund.

General Benefit

In the context of assessments, a general benefit is a benefit enjoyed by the community, or the public at large rather than a special benefit that is specifically conferred to individual properties. The Assessment Engineer at the time of establishing Zone 2 (Sanctuary) performed an analysis and determined there are general benefits conferred from the District improvements to the public at large. Based on this analysis performed by the Assessment Engineer, 2.26% of annual costs associated with the District and related improvements are attributable to general benefits received by the public at large. The share of costs attributable to the general benefits of each zone of benefit cannot be assessed to properties within each specific zone, but are required to be paid by some other source, such as the City's General Fund.

Method of Assessment

This process of apportioning assessments to each property involves determining the relative special benefit received by each property from the improvements and services. Since the assessment will be levied against parcels of property as shown on the tax roll, the final charges must be assigned by Assessor's Parcel Number. If assessments were to be spread just by parcel, not considering land use or parcel size, a single family parcel would be paying the same as a 50 unit apartment parcel or a large commercial establishment and this would not be equitable.

Therefore, the City and Engineer of Work at the time of formation of Zone 1 (New Technology Park and Stevenson Point Techpark) determined that the most appropriate method of apportioning costs was to segregate the costs associated with New Technology Park from the Stevenson Point Techpark and then spread the specific costs on an acreage basis to the benefiting parcels adjacent and in proximity to the improvements. However, the parcels south of Zone 2 east of Addition Road and west of Eureka Drive benefit from all Zone 1 improvements and are therefore apportioned costs associated with the improvements for both New Technology Park and Stevenson Point Techpark.

Furthermore, the City and Engineer at the time of establishing Zone 2 (Sanctuary) determined the most appropriate method of apportioning costs was to spread all Zone 2 (Sanctuary) specific costs equally to all single-family residential homes. Publicly owned properties within the District must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the improvements. Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts, public parkways, public property designated open space, and any portion of public property that is not used for business purposes similar to private residential, commercial, industrial, and institutional activities. Also exempted from the assessments are private streets, utility easements, Homeowner's Association common areas (except club houses, community centers, parking lots, etc.) and any other parcels that do not receive a special and direct benefit from the improvements.

Parcels within each zone may be assessed once it is anticipated that improvements will need to be maintained or reserve funds will need to be collected for the ensuing fiscal year(s). The table below summarizes both the maximum and applied assessment rates for each zone for Fiscal Year 2024-25.

LLD No. 4 Benefit Zone	FY 2024-25 Maximum Assessment Rate	FY 2024-25 Applied Assessment Rate
Zone 1 - New Technology Park	$192.50	$192.50
Zone 1 - Stevenson Point Techpark	$130.00	$130.00
Zone 2 - Sanctuary	$234.90	$194.06

Maximum Assessment Rate Increases

The maximum assessment rates for Zone 1 (New Technology Park and Stevenson Point Techpark) may not be increased annually without property owner approval through a successful Proposition 218 proceeding. However, the maximum annual assessment rate for Zone 2 (Sanctuary) may be adjusted annually by the greater of the annual increase in the Bureau of Labor Statistics, Consumer Price Index for the month of February, All Urban Consumers for the San Francisco/Oakland/San Jose area, or 3%.

Appeals and Interpretations

Any property owner who feels that the assessment levied on the subject property is in error because of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with City Engineer or his or her designee. Any such appeal is limited to correction of an assessment during the then current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the City Engineer or his or her designee will promptly review the appeal and any information provided by the property owner. If the City Engineer or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the City Engineer or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any property owner who disagrees with the decision of the City Engineer or her or his designee may refer their appeal to the City Council and the decision of the City Council shall be final.

PART E

ASSESSMENT ROLL

A list of names and addresses of the owners of all parcels, and the description of each parcel within the District is shown on the last equalized Secured Property Tax Roll of the Alameda County Assessor, which by reference is hereby made a part of this Report.

This list is keyed to the Assessor's Parcel Numbers as shown on the Assessment Roll, which includes the proposed amount of assessments for Fiscal Year 2024-25 apportioned to each parcel. The Assessment Roll is on file in the Public Works Department of the City and is included in this Report beginning on the next page.

The total proposed assessment for Fiscal Year 2024-25 is $111,988.92**.**

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 4
ASSESSMENT ROLL
FISCAL YEAR 2024-25

Assessor's Parcel Number	Zone	Assessment Amount	Assessor's Parcel Number	Zone	Assessment Amount	Assessor's Parcel Number	Zone	Assessment Amount
901 -0185-033-00	1	$4,337.62	901 -0200-059-00	2	$194.06	901 -0200-111-00	2	$194.06
901 -0185-039-00	1	$259.28	901 -0200-060-00	2	$194.06	901 -0200-112-00	2	$194.06
901 -0185-040-00	1	$1,298.70	901 -0200-061-00	2	$194.06	901 -0200-113-00	2	$194.06
901 -0185-041-00	1	$1,869.20	901 -0200-062-00	2	$194.06	901 -0200-114-00	2	$194.06
901 -0185-042-00	1	$2,819.94	901 -0200-063-00	2	$194.06	901 -0200-115-00	2	$194.06
901 -0185-043-00	1	$2,316.52	901 -0200-064-00	2	$194.06	901 -0200-116-00	2	$194.06
901 -0110-068-00	1A	$1,341.72	901 -0200-065-00	2	$194.06	901 -0200-117-00	2	$194.06
901 -0110-069-00	1A	$342.46	901 -0200-066-00	2	$194.06	901 -0200-118-00	2	$194.06
901 -0185-013-08	1A	$15,425.02	901 -0200-067-00	2	$194.06	901 -0200-119-00	2	$194.06
901 -0185-014-00	1A	$270.66	901 -0200-068-00	2	$194.06	901 -0200-120-00	2	$194.06
901 -0185-044-00	1B	$758.54	901 -0200-069-00	2	$194.06	901 -0200-121-00	2	$194.06
901 -0185-049-00	1B	$1,589.24	901 -0200-070-00	2	$194.06	901 -0200-122-00	2	$194.06
901 -0185-051-00	1B	$476.70	901 -0200-071-00	2	$194.06	901 -0200-123-00	2	$194.06
901 -0185-052-00	1B	$631.80	901 -0200-072-00	2	$194.06	901 -0200-124-00	2	$194.06
901 -0185-053-00	1B	$491.40	901 -0200-073-00	2	$194.06	901 -0200-125-00	2	$194.06
901 -0185-054-00	1B	$510.38	901 -0200-074-00	2	$194.06	901 -0200-126-00	2	$194.06
901 -0185-055-00	1B	$523.38	901 -0200-075-00	2	$194.06	901 -0200-127-00	2	$194.06
901 -0185-056-00	1B	$374.26	901 -0200-076-00	2	$194.06	901 -0200-128-00	2	$194.06
901 -0185-057-00	1B	$102.82	901 -0200-077-00	2	$194.06	901 -0200-129-00	2	$194.06
901 -0185-059-03	1B	$966.42	901 -0200-078-00	2	$194.06	901 -0200-130-00	2	$194.06
901 -0185-060-01	1B	$375.70	901 -0200-079-00	2	$194.06	901 -0200-131-00	2	$194.06
901 -0200-028-00	2	$194.06	901 -0200-080-00	2	$194.06	901 -0200-132-00	2	$194.06
901 -0200-029-00	2	$194.06	901 -0200-081-00	2	$194.06	901 -0200-133-00	2	$194.06
901 -0200-030-00	2	$194.06	901 -0200-082-00	2	$194.06	901 -0200-134-00	2	$194.06
901 -0200-031-00	2	$194.06	901 -0200-083-00	2	$194.06	901 -0200-135-00	2	$194.06
901 -0200-032-00	2	$194.06	901 -0200-084-00	2	$194.06	901 -0201-016-00	2	$194.06
901 -0200-033-00	2	$194.06	901 -0200-085-00	2	$194.06	901 -0201-017-00	2	$194.06
901 -0200-034-00	2	$194.06	901 -0200-086-00	2	$194.06	901 -0201-018-00	2	$194.06
901 -0200-035-00	2	$194.06	901 -0200-087-00	2	$194.06	901 -0201-019-00	2	$194.06
901 -0200-036-00	2	$194.06	901 -0200-088-00	2	$194.06	901 -0201-020-00	2	$194.06
901 -0200-037-00	2	$194.06	901 -0200-089-00	2	$194.06	901 -0201-021-00	2	$194.06
901 -0200-038-00	2	$194.06	901 -0200-090-00	2	$194.06	901 -0201-022-00	2	$194.06
901 -0200-039-00	2	$194.06	901 -0200-091-00	2	$194.06	901 -0201-023-00	2	$194.06
901 -0200-040-00	2	$194.06	901 -0200-092-00	2	$194.06	901 -0201-024-00	2	$194.06
901 -0200-041-00	2	$194.06	901 -0200-093-00	2	$194.06	901 -0201-025-00	2	$194.06
901 -0200-042-00	2	$194.06	901 -0200-094-00	2	$194.06	901 -0201-026-00	2	$194.06
901 -0200-043-00	2	$194.06	901 -0200-095-00	2	$194.06	901 -0201-027-00	2	$194.06
901 -0200-044-00	2	$194.06	901 -0200-096-00	2	$194.06	901 -0201-028-00	2	$194.06
901 -0200-045-00	2	$194.06	901 -0200-097-00	2	$194.06	901 -0201-029-00	2	$194.06
901 -0200-046-00	2	$194.06	901 -0200-098-00	2	$194.06	901 -0201-030-00	2	$194.06
901 -0200-047-00	2	$194.06	901 -0200-099-00	2	$194.06	901 -0201-031-00	2	$194.06
901 -0200-048-00	2	$194.06	901 -0200-100-00	2	$194.06	901 -0201-032-00	2	$194.06
901 -0200-049-00	2	$194.06	901 -0200-101-00	2	$194.06	901 -0201-033-00	2	$194.06
901 -0200-050-00	2	$194.06	901 -0200-102-00	2	$194.06	901 -0201-034-00	2	$194.06
901 -0200-051-00	2	$194.06	901 -0200-103-00	2	$194.06	901 -0201-035-00	2	$194.06
901 -0200-052-00	2	$194.06	901 -0200-104-00	2	$194.06	901 -0201-036-00	2	$194.06
901 -0200-053-00	2	$194.06	901 -0200-105-00	2	$194.06	901 -0201-037-00	2	$194.06
901 -0200-054-00	2	$194.06	901 -0200-106-00	2	$194.06	901 -0201-038-00	2	$194.06
901 -0200-055-00	2	$194.06	901 -0200-107-00	2	$194.06	901 -0201-039-00	2	$194.06
901 -0200-056-00	2	$194.06	901 -0200-108-00	2	$194.06	901 -0201-040-00	2	$194.06
901 -0200-057-00	2	$194.06	901 -0200-109-00	2	$194.06	901 -0201-041-00	2	$194.06
901 -0200-058-00	2	$194.06	901 -0200-110-00	2	$194.06	901 -0201-042-00	2	$194.06

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 4
ASSESSMENT ROLL
FISCAL YEAR 2024-25

Assessor's Parcel Number	Zone	Assessment Amount	Assessor's Parcel Number	Zone	Assessment Amount	Assessor's Parcel Number	Zone	Assessment Amount
901 -0201-043-00	2	$194.06	901 -0201-095-00	2	$194.06	901 -0202-042-00	2	$194.06
901 -0201-044-00	2	$194.06	901 -0201-096-00	2	$194.06	901 -0202-043-00	2	$194.06
901 -0201-045-00	2	$194.06	901 -0201-097-00	2	$194.06	901 -0202-044-00	2	$194.06
901 -0201-046-00	2	$194.06	901 -0201-098-00	2	$194.06	901 -0202-045-00	2	$194.06
901 -0201-047-00	2	$194.06	901 -0201-099-00	2	$194.06	901 -0202-046-00	2	$194.06
901 -0201-048-00	2	$194.06	901 -0201-100-00	2	$194.06	901 -0202-047-00	2	$194.06
901 -0201-049-00	2	$194.06	901 -0201-101-00	2	$194.06	901 -0202-048-00	2	$194.06
901 -0201-050-00	2	$194.06	901 -0201-102-00	2	$194.06	901 -0202-049-00	2	$194.06
901 -0201-051-00	2	$194.06	901 -0201-103-00	2	$194.06	901 -0202-050-00	2	$194.06
901 -0201-052-00	2	$194.06	901 -0201-104-00	2	$194.06	901 -0202-051-00	2	$194.06
901 -0201-053-00	2	$194.06	901 -0201-105-00	2	$194.06	901 -0202-052-00	2	$194.06
901 -0201-054-01	2	$194.06	901 -0201-106-00	2	$194.06	901 -0202-053-00	2	$194.06
901 -0201-055-03	2	$194.06	901 -0201-107-00	2	$194.06	901 -0202-054-00	2	$194.06
901 -0201-056-00	2	$194.06	901 -0201-108-00	2	$194.06	901 -0202-055-00	2	$194.06
901 -0201-057-00	2	$194.06	901 -0201-109-00	2	$194.06	901 -0202-056-00	2	$194.06
901 -0201-058-00	2	$194.06	901 -0201-110-00	2	$194.06	901 -0202-057-00	2	$194.06
901 -0201-059-00	2	$194.06	901 -0201-111-00	2	$194.06	901 -0202-058-00	2	$194.06
901 -0201-060-02	2	$194.06	901 -0202-007-00	2	$194.06	901 -0202-059-00	2	$194.06
901 -0201-061-00	2	$194.06	901 -0202-008-00	2	$194.06	901 -0202-060-00	2	$194.06
901 -0201-062-00	2	$194.06	901 -0202-009-00	2	$194.06	901 -0202-061-00	2	$194.06
901 -0201-063-00	2	$194.06	901 -0202-010-00	2	$194.06	901 -0202-062-00	2	$194.06
901 -0201-064-00	2	$194.06	901 -0202-011-00	2	$194.06	901 -0202-063-00	2	$194.06
901 -0201-065-00	2	$194.06	901 -0202-012-00	2	$194.06	901 -0202-064-00	2	$194.06
901 -0201-066-00	2	$194.06	901 -0202-013-00	2	$194.06	901 -0202-065-00	2	$194.06
901 -0201-067-00	2	$194.06	901 -0202-014-00	2	$194.06	901 -0202-066-00	2	$194.06
901 -0201-068-00	2	$194.06	901 -0202-015-00	2	$194.06	901 -0202-067-00	2	$194.06
901 -0201-069-00	2	$194.06	901 -0202-016-00	2	$194.06	901 -0202-068-00	2	$194.06
901 -0201-070-00	2	$194.06	901 -0202-017-00	2	$194.06	901 -0202-069-00	2	$194.06
901 -0201-071-00	2	$194.06	901 -0202-018-00	2	$194.06	901 -0202-070-00	2	$194.06
901 -0201-072-00	2	$194.06	901 -0202-019-00	2	$194.06	901 -0202-071-00	2	$194.06
901 -0201-073-00	2	$194.06	901 -0202-020-00	2	$194.06	901 -0202-072-00	2	$194.06
901 -0201-074-00	2	$194.06	901 -0202-021-00	2	$194.06	901 -0202-073-00	2	$194.06
901 -0201-075-00	2	$194.06	901 -0202-022-00	2	$194.06	901 -0202-074-00	2	$194.06
901 -0201-076-00	2	$194.06	901 -0202-023-00	2	$194.06	901 -0202-075-00	2	$194.06
901 -0201-077-00	2	$194.06	901 -0202-024-00	2	$194.06	901 -0202-076-00	2	$194.06
901 -0201-078-00	2	$194.06	901 -0202-025-00	2	$194.06	901 -0202-077-00	2	$194.06
901 -0201-079-00	2	$194.06	901 -0202-026-00	2	$194.06	901 -0202-078-00	2	$194.06
901 -0201-080-00	2	$194.06	901 -0202-027-00	2	$194.06	901 -0202-079-00	2	$194.06
901 -0201-081-00	2	$194.06	901 -0202-028-00	2	$194.06	901 -0202-080-00	2	$194.06
901 -0201-082-00	2	$194.06	901 -0202-029-00	2	$194.06	901 -0202-081-00	2	$194.06
901 -0201-083-00	2	$194.06	901 -0202-030-00	2	$194.06	901 -0202-082-00	2	$194.06
901 -0201-084-00	2	$194.06	901 -0202-031-00	2	$194.06	901 -0202-083-00	2	$194.06
901 -0201-085-00	2	$194.06	901 -0202-032-00	2	$194.06	901 -0202-084-00	2	$194.06
901 -0201-086-00	2	$194.06	901 -0202-033-00	2	$194.06	901 -0202-085-00	2	$194.06
901 -0201-087-00	2	$194.06	901 -0202-034-00	2	$194.06	901 -0202-086-00	2	$194.06
901 -0201-088-00	2	$194.06	901 -0202-035-00	2	$194.06	901 -0202-087-00	2	$194.06
901 -0201-089-00	2	$194.06	901 -0202-036-00	2	$194.06	901 -0202-088-00	2	$194.06
901 -0201-090-00	2	$194.06	901 -0202-037-00	2	$194.06	901 -0202-089-00	2	$194.06
901 -0201-091-00	2	$194.06	901 -0202-038-00	2	$194.06	901 -0202-090-00	2	$194.06
901 -0201-092-00	2	$194.06	901 -0202-039-00	2	$194.06	901 -0202-091-00	2	$194.06
901 -0201-093-00	2	$194.06	901 -0202-040-00	2	$194.06	901 -0203-005-00	2	$194.06
901 -0201-094-00	2	$194.06	901 -0202-041-00	2	$194.06	901 -0203-006-00	2	$194.06

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 4
ASSESSMENT ROLL
FISCAL YEAR 2024-25

Assessor's Parcel Number	Zone	Assessment Amount
901 -0203-007-00	2	$194.06
901 -0203-008-00	2	$194.06
901 -0203-009-00	2	$194.06
901 -0203-010-00	2	$194.06
901 -0203-011-00	2	$194.06
901 -0203-012-00	2	$194.06
901 -0203-013-00	2	$194.06
901 -0203-014-00	2	$194.06
901 -0203-015-00	2	$194.06
901 -0203-016-00	2	$194.06
901 -0203-017-00	2	$194.06
901 -0203-018-00	2	$194.06
901 -0203-019-00	2	$194.06
901 -0203-020-00	2	$194.06
901 -0203-021-00	2	$194.06
901 -0203-022-00	2	$194.06
901 -0203-023-00	2	$194.06
901 -0203-024-00	2	$194.06
901 -0203-025-00	2	$194.06
901 -0203-026-00	2	$194.06
901 -0203-027-00	2	$194.06
901 -0203-028-00	2	$194.06
901 -0203-029-00	2	$194.06
901 -0203-030-00	2	$194.06
901 -0203-031-00	2	$194.06
901 -0203-032-00	2	$194.06
901 -0203-033-00	2	$194.06
901 -0203-034-00	2	$194.06
901 -0203-035-00	2	$194.06
901 -0203-036-00	2	$194.06
901 -0203-037-00	2	$194.06
901 -0203-038-00	2	$194.06
901 -0203-039-00	2	$194.06
901 -0203-040-00	2	$194.06
901 -0203-041-00	2	$194.06
901 -0203-042-00	2	$194.06
901 -0203-043-00	2	$194.06
901 -0203-044-00	2	$194.06
901 -0203-045-00	2	$194.06
901 -0203-046-00	2	$194.06
901 -0203-047-00	2	$194.06
901 -0203-048-00	2	$194.06
901 -0203-049-00	2	$194.06
901 -0203-050-00	2	$194.06
901 -0203-051-00	2	$194.06
901 -0203-052-00	2	$194.06
901 -0203-053-00	2	$194.06
901 -0203-054-00	2	$194.06
901 -0203-055-00	2	$194.06
901 -0203-056-00	2	$194.06
901 -0203-057-00	2	$194.06
901 -0203-058-00	2	$194.06
901 -0203-059-00	2	$194.06
901 -0203-060-00	2	$194.06
901 -0203-061-00	2	$194.06
901 -0203-062-00	2	$194.06
901 -0203-063-00	2	$194.06
901 -0203-064-00	2	$194.06
901 -0203-065-00	2	$194.06
901 -0203-066-00	2	$194.06
901 -0203-067-00	2	$194.06
901 -0203-068-00	2	$194.06
901 -0203-069-00	2	$194.06
901 -0203-070-00	2	$194.06
901 -0203-071-00	2	$194.06
901 -0203-072-00	2	$194.06
901 -0203-073-00	2	$194.06
901 -0203-074-00	2	$194.06
901 -0203-075-00	2	$194.06
901 -0203-076-00	2	$194.06
901 -0203-077-00	2	$194.06
901 -0203-078-00	2	$194.06
901 -0203-079-00	2	$194.06
901 -0203-080-00	2	$194.06
901 -0203-081-00	2	$194.06
901 -0203-082-00	2	$194.06
901 -0203-083-00	2	$194.06
901 -0203-084-00	2	$194.06
901 -0203-085-00	2	$194.06
901 -0203-086-00	2	$194.06
901 -0203-087-00	2	$194.06
901 -0203-088-00	2	$194.06
901 -0203-089-00	2	$194.06
901 -0203-090-00	2	$194.06
901 -0203-091-00	2	$194.06
901 -0203-092-00	2	$194.06
901 -0203-093-00	2	$194.06
901 -0203-094-00	2	$194.06
901 -0203-095-00	2	$194.06
901 -0203-096-00	2	$194.06
901 -0203-097-00	2	$194.06
901 -0203-098-00	2	$194.06
901 -0203-099-00	2	$194.06
901 -0203-100-00	2	$194.06
901 -0203-101-00	2	$194.06
Total Parcels:		407
Total Assessment:		$111,988.92

NEWARK
california

Landscaping and Lighting District No. 7

Fiscal Year 2024-25
Preliminary Engineer's Report

June 13, 2024

Prepared by

FRANCISCO AND ASSOCIATES

Where Innovative Strategies
Fund Tomorrow's Communities

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ENGINEER'S REPORT
CITY OF NEWARK
LANDSCAPING AND LIGHTING DISTRICT NO. 7
FISCAL YEAR 2024-25

The undersigned, acting on behalf of Francisco & Associates respectfully submits the enclosed Engineer's Report as directed by the Newark City Council pursuant to the provisions of Article XIIID, Section 4 of the California Constitution, and the Landscape and Lighting Act of 1972 being Section 22500 et al of the California Streets and Highways Code (the "1972 Act"). The undersigned certifies that he is a Professional Engineer, registered in the State of California.

Dated: May 14, 2024

By: _____
Eduardo Espinoza, P.E.
RCE # 83709

SECTION I

INTRODUCTION

The City of Newark ("City") levies and collects special assessments on parcels within the City of Newark Landscaping and Lighting District No. 7 ("District") to maintain public improvements. The District was formed to provide a dedicated source of funding for the ongoing maintenance of streetlights and landscaping improvements within the public right-of-way benefiting parcels within the boundaries of the District.

The assessments and method of apportionment described in this Report utilize commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received as approved by the City Council at the time the District was formed.

The District generally consists of those properties along and adjacent to Newark Boulevard between Jarvis Avenue and Cedar Boulevard. A reduced copy of the Assessment Diagram showing the exterior boundaries of the District is provided in Part C of this Report.

Compliance with the California Constitution

Assessments are levied annually within the District pursuant to the 1972 Act. All assessments described in this Report and approved by the City Council are prepared in accordance with the 1972 Act and are compliant with the provisions of the California Constitution Article XIIID ("Article XIIID"), which was enacted with the passage of Proposition 218 in November 1996. Pursuant to Article XIIID Section 5, certain existing assessments are exempt from the substantive and procedural requirements of Article XIIID Section 4. Specifically, Article XIIID Section 5(a) exempted:

> *"Any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control. Subsequent increases in such assessments shall be subject to the procedures and approval process set forth in Section 4."*

The City determined that the annual assessments originally established for the District were for the maintenance and operation of landscape and medians within the public street rights-of-way. As such, pursuant to Article XIIID Section 5(a), the pre–existing assessment amount has been exempted from the procedural requirements of Article XIIID Section 4 since the amount of the assessment has not increased since the passage of Proposition 218.

Any future increase in the assessment rate or substantial changes in the services provided would require that the District be brought into compliance with all the requirements of Article XIIID and would require the approval of the property owners subject to the assessment based upon a mailed ballot which would be sent to each property owner.

Current Annual Administration

As required by the 1972 Act, the Engineer's Report includes: (1) a description of the improvements to be operated, maintained, and serviced by the District, (2) a cost estimate for the District, and (3) a listing of the proposed Fiscal Year 2024-25 assessments to be levied upon each assessable lot or parcel within the District.

The City will hold a Public Hearing on July 11, 2024, regarding this District which will provide an opportunity for any interested person to be heard. At the conclusion of the Public Hearing, the City Council may adopt a resolution confirming the assessment rates as originally proposed or as modified.

Payment of these annual assessments for each parcel will be made in the same manner and at the same time as payments are made for their annual property taxes. All funds collected through the assessments must be placed in a special fund and can only be used for the purposes stated within this Report.

SECTION II

ENGINEER'S REPORT PREPARED FOR THE CITY OF NEWARK LANDSCAPING AND LIGHTING DISTRICT NO. 7 FISCAL YEAR 2024-25

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 of Division 15 of the Streets and Highways Code of the State of California), and in accordance with the Resolution of Initiation, being Resolution No. 11631, which directs the preparation and filing of the Engineer's Report, adopted by the City Council of the City of Newark, on April 11, 2024, the following Report was prepared consisting of Section I (Introduction), and this, Section II, which consists of five (5) parts as follows:

PART A: PLANS AND SPECIFICATIONS

This part describes the improvements maintained by the District. Plans and specifications for the improvements are on file in the Office of the Director of Public Works of the City of Newark and are incorporated herein by reference.

PART B: ESTIMATE OF COST

This part contains an estimate of the cost of the proposed improvements to be maintained for Fiscal Year 2024-25, including incidental costs and expenses in connection therewith. The estimate is attached hereto and is on file in the Office of the Director of Public Works of the City of Newark.

PART C: ASSESSMENT DISTRICT DIAGRAM

This part incorporates a Diagram of the District showing the exterior boundaries of the District, the boundaries of any zones within the District and the lines and dimensions of each lot or parcel of land within the District. This Diagram has been prepared by the Engineer of Work and is on file in the Office of the Director of Public Works of the City of Newark.

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference herein and made a part of this Report.

PART D: METHOD OF APPORTIONMENT OF ASSESSMENTS

This part describes the method of apportionment of assessments, based upon each parcel's classification within the District in proportion to the estimated special benefits to be received.

PART E: ASSESSMENT ROLL

This part contains an assessment of the estimated cost of the improvements apportioned to each benefited parcel of land within the District. The Assessment Roll is filed in the Office of the City Clerk of the City of Newark and is incorporated in this Report. The list is keyed to the records of the Alameda County Assessor, which are incorporated herein by reference.

PART A

PLANS AND SPECIFICATIONS

IMPROVEMENTS AND SERVICES PURSUANT TO THE 1972 ACT

The improvements and services authorized by the provisions of the Landscape and Lighting Act of 1972, being Part 2 of Division 15 of the Streets and Highways Code, commencing with Section 22500 (hereafter referred to as the "1972 Act"), that may be applicable to this District and associated assessments may include one or more of the following definitions:

- "Improvement" means one or any combination of the following:
  - The installation or planting of landscaping.
  - The installation or construction of statuary, fountains, and other ornamental structures and facilities.
  - The installation or construction of public lighting facilities, including, but not limited to, traffic signals.
  - The installation or construction of any facilities which are appurtenant to any of the forgoing, or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
  - The installation of park or recreational improvements, including, but not limited to all the following:
    - Land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks, and drainage.
    - Lights, playground equipment, play courts, and public restrooms.
  - The maintenance or servicing, or both, of any of the forgoing, and of any improvements authorized below.
  - The acquisition of land for park, recreational, or open space purposes.
  - The acquisition of any existing improvement otherwise authorized herein.
  - The acquisition or construction of any community center, municipal auditorium or hall, or similar public facility for the indoor presentation of performances, shows, stage productions, fairs, conventions, exhibitions, pageants, meetings, parties, or other group events, activities, or functions, whether those events, activities, or functions are public or private.

- "Incidental expenses" include all the following:
    - The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment.
    - The costs of printing, advertising, and giving of published, posted, and mailed notices.
    - Compensation payable to the county for collection of assessments.
    - Compensation of any engineer or attorney employed to render services in proceedings pursuant to this part.
    - Any other expenses incidental to the construction, installation, or maintenance and servicing of improvements.
    - Any expenses incidental to the construction, installation, or maintenance and servicing of the improvements.
    - Any expenses incidental to the issuance of bonds or notes.
    - Costs associated with any elections held for the approval of a new or increased assessment.

- "Landscaping" means trees, shrubs, grass, or other ornamental vegetation.

- "Maintain" or "maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation, and services of any improvement, including:
    - Repair, removal or replacement of all or any part of any improvement.
    - Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
    - The removal of trimmings, rubbish, debris, and other solid waste.
    - The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

- "Public lighting facilities" means all works or improvements used or useful for the lighting of any public places, including ornamental standards, luminaries, poles, supports, tunnels, manholes, vaults, conduits, pipes, wires, conductors, guys, stubs, platforms, braces, transformers, insulators, contacts, switches, capacitors, meters, communication circuits, appliances, attachments, and appurtenances.

- "Service" or "servicing" means the furnishing of:
    - Electric current or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements.
    - Water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

DESCRIPTION OF DISTRICT IMPROVEMENTS

The improvements, which have been constructed within the City, and those which may be subsequently constructed, operated, maintained, and serviced with District assessments are generally described as follows:

> The maintenance of buffer landscaping and the irrigation system within the public right-of-way and easement areas along Jarvis Avenue, Newark Boulevard, and the Cedar Boulevard frontages of the Rosemont Shopping Center.

Improvement diagrams have been prepared identifying all improvements and areas that are to be maintained by the District. A copy of this diagram is on file with the City's Public Works Department.

PART B

ESTIMATE OF COSTS

The 1972 Act requires that a special fund be set up for the collection of revenues and expenditures of the District. The Act provides that the total cost of construction, operation, and maintenance and servicing of the public improvements specified in Part A of this Report can be recovered by the District. Incidental expenses including administration of the District, engineering fees, legal fees and all other costs associated with the construction, operation and maintenance and servicing of the Districts can also be included.

The 1972 Act also requires that a special fund be set up for the revenues and expenditures of the District. Funds raised from the assessments shall be used only for the expenditures represented above. A contribution to the District by the City may be made to reduce assessments as the City deems appropriate. Any balance remaining on July 1 at the end of the fiscal year must be carried over to the next fiscal year unless the funds are being accumulated for future capital replacement projects or operating reserves.

The following table provides a summary of the estimated District revenues and cost estimates for Fiscal Year 2024-25.

Landscaping and Lighting District No. 7 Fiscal Year 2024-25 Cost Estimate	
Projected Revenues	
Assessment Revenue	$25,592
Non-Assessment Revenues[1]	$221
Total Projected Revenues	**$25,813**
Projected Expenses	
Contract Services	$7,149
Utilities	$20,617
Administration and Incidentals	$7,246
County Collection Fees	$435
Unforeseen Maintenance and Repairs[2]	$1,772
Total Projected Expenses	**$37,220**
Projected Fund Balance	
Beginning Fund Balance - July 1, 2024	$14,763
Reserve Fund Collection Increase/(Decrease)	($11,407)
Ending Fund Balance - June 30, 2025	$3,356
Recommended Operating Reserves	$17,724
Available Operating Reserves	$3,356
Available Capital Reserves	$0

[1]Non-Assessment Revenue includes interest earnings estimated at 1.5% of Projected Beginning Fund Balance and any other non-assessment revenue sources.

[2]Unforeseen Maintenance and Repairs are assumed to be 5% of the Projected Expenses.

The purpose of the various reserves is to ensure the District will have funds available for cashflow purposes and to repair or reconstruct the improvements that are the responsibility of the District.

The Recommended Operating Reserve target is fifty percent (50%) of the projected expenditures. Maintaining a fully funded Operating Reserve eliminates the need for the City to transfer funds from non-District accounts to pay for operational expenses during the first half of the fiscal year and provides the District with sufficient funds to address any unforeseen or unusual expenditures that may occur during the year.

The purpose of collecting and holding funds in a Capital Reserve is so that when improvements need to be replaced or expenditures that are greater than can be conveniently raised from a single year's assessment, funds are available so that the District can respond and address the need promptly.

PART C

ASSESSMENT DISTRICT DIAGRAM

The boundaries of the District are shown herein. The Diagram is on file in the Public Works Department of the City and shown on the following page of this Engineer's Report. The lines and dimensions of each parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year in which this Report was prepared and are incorporated by reference herein and made part of this Report.

A reduced copy of the Assessment Diagram is shown on the following page.

LANDSCAPING AND LIGHTING DISTRICT NO. 7
(NEWARK BOULEVARD AT JARVIS AVENUE)
ASSESSMENT DIAGRAM

PART D

METHOD OF APPORTIONMENT OF ASSESSMENTS

This section explains the benefits to be derived from the improvements and the methodology used to apportion the total costs of the improvements to properties within the District.

The method used for apportioning the assessment is based upon the relative special benefits to be derived by the properties in the District and any established benefit zones. The assessment is apportioned to each parcel in proportion to the relative cost of the special benefits from the improvements.

General

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance, and servicing of public lights, landscaping, and appurtenant facilities. The 1972 Act further requires the cost of these improvements be levied according to benefit rather than assessed value:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

The formula used for calculating assessments in the District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel.

In addition, the 1972 Act permits the designation of zones of benefit within any individual assessment district if "by reasons or variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvement." Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax".

Discussion of Benefit

Each of the improvements have been carefully reviewed by the City and the corresponding assessments have been proportionately spread to each parcel based on the special benefits conferred to property from the improvements as determined at the time the District was established. The District consists of all Assessor Parcels within the boundaries of the District. The method of apportioning costs and assessing properties is based upon the proportional special benefits to be conferred by the improvements and services to the properties within the boundaries of the District. The apportioning of special benefit is a two-step process: the first step is to identify the types of special benefits arising from the improvements and services, and the second step is to allocate the costs and assign assessments to property based on the estimates of the special benefit being conferred to each property.

In summary, the assessments can only be levied based on the special benefit to property conferred from the installation, maintenance, and servicing of the improvements funded by the District. These special benefits are not dependent on any one property owner's use of the District's improvements or their specific demographic status. The basis for these special benefits comes from statutes approved by the California Legislature and other studies that describe the types of benefits received by property from such improvements. The identified special benefits conferred to property from the improvements can be summarized as follows:

- Improved aesthetics:
  - Well-maintained and attractive landscaping enhances the overall appearance and desirability of the area, making it visually appealing to property owners and visitors.

- Increased property values:
  - Attractive and well-maintained landscaping can increase the desirability of nearby properties, potentially leading to higher property values.

- Safety:
  - Landscaping helps calm traffic and reduce speeds, creating a safer environment for people traveling to and from properties within the District. It also acts as a physical buffer between roadways and properties within the District.

- Noise reduction:
  - Trees and plants help absorb traffic noise and create a buffer between the road and nearby properties, reducing noise levels and creating a more peaceful environment.

- Reduced pollution:
  - Trees and plants aid in filtering pollutants from the air, improving air quality and creating a healthier environment for properties in proximity to the landscape.

These benefits, when applied to property in the District, specifically increase the utility of the property within the District. For example, the assessments provide funding to maintain the landscaping that improves safety and access to the property and provides visual and environmental benefits to the properties within the District. Such improved and well-maintained public facilities enhance the overall usability, quality, desirability, and safety of the properties.

Method of Assessment

This process of apportioning assessments to each property involves determining the relative special benefit received by each property from the improvements and services. Therefore, the City and Engineer at the time of formation determined the costs of maintaining landscaping was to be spread proportionately based on each property's gross square footage of the buildings, or on a building square footage basis. Costs will be apportioned to any undeveloped or vacant parcels based on the maximum building size permitted by the City on the parcel. This methodology distributes assessments in proportion to the estimated special benefit conferred to property and is generally recognized as providing the basis for a fair and appropriate distribution of assessments.

In Fiscal Year 2024-25, the City proposes to collect the maximum assessment revenue from the assessable parcels located in the District, which amounts to $0.187 per building square foot to be levied. A listing of each assessable parcel and their proposed Fiscal Year 2024-25 assessment is on the Assessment Roll in Part E of this Report.

Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts, and public parkways (all of which are typically not assigned an Assessor's Parcel Number (APN) by the County). Also exempted from the assessment would be public agency owned property, utility rights-of-ways, common areas (such as in condominium complexes or those that are owned by a Homeowner's or Property Owner's Association), and any other property that is deemed to be unable to develop by the City. These types of parcels do not benefit from the improvements.

Appeals and Interpretations

Any property owner who feels that the assessment levied on the subject property is in error because of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with City Engineer or his or her designee. Any such appeal is limited to correction of an assessment during the then current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the City Engineer or his or her designee will promptly review the appeal and any information provided by the property owner. If the City Engineer or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the City Engineer or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any property owner who disagrees with the decision of the City Engineer or her or his designee may refer their appeal to the City Council and the decision of the City Council shall be final.

PART E

ASSESSMENT ROLL

A list of names and addresses of the owners of all parcels, and the description of each parcel within the District is shown on the last equalized Secured Property Tax Roll of the Alameda County Assessor, which by reference is hereby made a part of this Report.

This list is keyed to the Assessor's Parcel Numbers as shown on the Assessment Roll, which includes the proposed amount of assessments for Fiscal Year 2024-25 apportioned to each parcel. The Assessment Roll is on file in the Public Works Department of the City and is included in this Report beginning on the next page.

The total proposed assessment for Fiscal Year 2024-25 is $25,591.66.

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 7
ASSESSMENT ROLL
FISCAL YEAR 2024-25

Assessor's Parcel Number	Assessment Amount
092A-0720-007-00	$7,192.02
092A-0720-009-00	$4,527.64
092A-0720-010-00	$673.94
092A-0720-012-00	$1,069.64
092A-0720-013-00	$1,825.12
092A-0720-014-00	$1,870.00
092A-0720-018-00	$943.22
092A-0720-019-00	$2,315.80
092A-0720-020-00	$391.02
092A-0720-021-00	$391.02
092A-0720-024-00	$1,400.26
092A-0720-025-00	$1,647.46
092A-0720-026-00	$1,344.52
Total Parcels:	13
Total Assessment:	$25,591.66

NEWARK
california

Landscaping and Lighting District No. 11

Fiscal Year 2024-25
Preliminary Engineer's Report

June 13, 2024

Prepared by

FRANCISCO AND ASSOCIATES

Where Innovative Strategies
Fund Tomorrow's Communities

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ENGINEER'S REPORT
CITY OF NEWARK
LANDSCAPING AND LIGHTING DISTRICT NO. 11
FISCAL YEAR 2024-25

The undersigned, acting on behalf of Francisco & Associates respectfully submits the enclosed Engineer's Report as directed by the Newark City Council pursuant to the provisions of Article XIIID, Section 4 of the California Constitution, and the Landscape and Lighting Act of 1972 being Section 22500 et al of the California Streets and Highways Code (the "1972 Act"). The undersigned certifies that he is a Professional Engineer, registered in the State of California.

Dated: May 14, 2024

By: _____
Eduardo Espinoza, P.E.
RCE # 83709

SECTION I

INTRODUCTION

The City of Newark ("City") levies and collects special assessments on parcels within the City of Newark Landscaping and Lighting District No. 11 ("District") to maintain public improvements. The District was formed to provide a dedicated source of funding for the ongoing maintenance of median-landscape improvements within and adjacent to the boundaries of the District.

The assessments and method of apportionment described in this Report utilize commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received as approved by the City Council at the time the District was formed.

The District generally consists of those properties south of Interstate 880, west of Elmwood Avenue and Blackwood Drive, north of Cedar Boulevard and those properties along and north of Lake Boulevard, and east of State Route 84. A reduced copy of the Assessment Diagram showing the exterior boundaries of the District is provided in Part C of this Report.

Compliance with the California Constitution

Assessments are levied annually within the District pursuant to the 1972 Act. All assessments described in this Report and approved by the City Council are prepared in accordance with the 1972 Act and are compliant with the provisions of the California Constitution Article XIIID ("Article XIIID"), which was enacted with the passage of Proposition 218 in November 1996. Pursuant to Article XIIID Section 5, certain existing assessments are exempt from the substantive and procedural requirements of Article XIIID Section 4. Specifically, Article XIIID Section 5(a) exempted:

> *"Any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control. Subsequent increases in such assessments shall be subject to the procedures and approval process set forth in Section 4."*

The City determined the annual assessments originally established for the District were for the maintenance and operation of landscape and medians within the public street rights-of-way. As such, pursuant to Article XIIID Section 5(a), the pre–existing assessment amount has been exempted from the procedural requirements of Article XIIID Section 4 since the amount of the assessment has not increased since the passage of Proposition 218.

Any future increase in the assessment rate or substantial changes in the services provided would require that the District be brought into compliance with all the requirements of Article XIIID and would require the approval of the property owners subject to the assessment based upon a mailed ballot which would be sent to each property owner.

Current Annual Administration

As required by the 1972 Act, the Engineer's Report includes: (1) a description of the improvements to be operated, maintained, and serviced by the District, (2) a cost estimate for the District, and (3) a listing of the proposed Fiscal Year 2024-25 assessments to be levied upon each assessable lot or parcel within the District.

The City will hold a Public Hearing on July 11, 2024, regarding this District which will provide an opportunity for any interested person to be heard. At the conclusion of the Public Hearing, the City Council may adopt a resolution confirming the assessment rates as originally proposed or as modified.

Payment of these annual assessments for each parcel will be made in the same manner and at the same time as payments are made for their annual property taxes. All funds collected through the assessments must be placed in a special fund and can only be used for the purposes stated within this Report.

SECTION II

ENGINEER'S REPORT PREPARED FOR THE CITY OF NEWARK LANDSCAPING AND LIGHTING DISTRICT NO. 11 FISCAL YEAR 2024-25

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 of Division 15 of the Streets and Highways Code of the State of California), and in accordance with the Resolution of Initiation, being Resolution No. 11631, which directs the preparation and filing of the Engineer's Report, adopted by the City Council of the City of Newark, on April 11, 2024, the following Report was prepared consisting of Section I (Introduction), and this, Section II, which consists of five (5) parts as follows:

PART A: PLANS AND SPECIFICATIONS

This part describes the improvements maintained by the District. Plans and specifications for the improvements are on file in the Office of the Director of Public Works of the City of Newark and are incorporated herein by reference.

PART B: ESTIMATE OF COST

This part contains an estimate of the cost of the proposed improvements to be maintained for Fiscal Year 2024-25, including incidental costs and expenses in connection therewith. The estimate is attached hereto and is on file in the Office of the Director of Public Works of the City of Newark.

PART C: ASSESSMENT DISTRICT DIAGRAM

This part incorporates a Diagram of the District showing the exterior boundaries of the District, the boundaries of any zones within the District and the lines and dimensions of each lot or parcel of land within the District. This Diagram has been prepared by the Engineer of Work and is on file in the Office of the Director of Public Works of the City of Newark.

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference herein and made a part of this Report.

PART D: METHOD OF APPORTIONMENT OF ASSESSMENTS

This part describes the method of apportionment of assessments, based upon each parcel's classification within the District in proportion to the estimated special benefits to be received.

PART E: ASSESSMENT ROLL

This part contains an assessment of the estimated cost of the improvements apportioned to each benefited parcel of land within the District. The Assessment Roll is filed in the Office of the City Clerk of the City of Newark and is incorporated in this Report. The list is keyed to the records of the Alameda County Assessor, which are incorporated herein by reference.

PART A

PLANS AND SPECIFICATIONS

IMPROVEMENTS AND SERVICES PURSUANT TO THE 1972 ACT

The improvements and services authorized by the provisions of the Landscape and Lighting Act of 1972, being Part 2 of Division 15 of the Streets and Highways Code, commencing with Section 22500 (hereafter referred to as the "1972 Act"), that may be applicable to this District and associated assessments may include one or more of the following definitions:

- "Improvement" means one or any combination of the following:
  - The installation or planting of landscaping.
  - The installation or construction of statuary, fountains, and other ornamental structures and facilities.
  - The installation or construction of public lighting facilities, including, but not limited to, traffic signals.
  - The installation or construction of any facilities which are appurtenant to any of the forgoing, or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
  - The installation of park or recreational improvements, including, but not limited to all the following:
    - Land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks, and drainage.
    - Lights, playground equipment, play courts, and public restrooms.
  - The maintenance or servicing, or both, of any of the forgoing, and of any improvements authorized below.
  - The acquisition of land for park, recreational, or open space purposes.
  - The acquisition of any existing improvement otherwise authorized herein.
  - The acquisition or construction of any community center, municipal auditorium or hall, or similar public facility for the indoor presentation of performances, shows, stage productions, fairs, conventions, exhibitions, pageants, meetings, parties, or other group events, activities, or functions, whether those events, activities, or functions are public or private.

- "Incidental expenses" include all the following:
    - The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment.
    - The costs of printing, advertising, and giving of published, posted, and mailed notices.
    - Compensation payable to the county for collection of assessments.
    - Compensation of any engineer or attorney employed to render services in proceedings pursuant to this part.
    - Any other expenses incidental to the construction, installation, or maintenance and servicing of improvements.
    - Any expenses incidental to the construction, installation, or maintenance and servicing of the improvements.
    - Any expenses incidental to the issuance of bonds or notes.
    - Costs associated with any elections held for the approval of a new or increased assessment.

- "Landscaping" means trees, shrubs, grass, or other ornamental vegetation.

- "Maintain" or "maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation, and services of any improvement, including:
    - Repair, removal or replacement of all or any part of any improvement.
    - Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
    - The removal of trimmings, rubbish, debris, and other solid waste.
    - The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

- "Public lighting facilities" means all works or improvements used or useful for the lighting of any public places, including ornamental standards, luminaries, poles, supports, tunnels, manholes, vaults, conduits, pipes, wires, conductors, guys, stubs, platforms, braces, transformers, insulators, contacts, switches, capacitors, meters, communication circuits, appliances, attachments, and appurtenances.

- "Service" or "servicing" means the furnishing of:
    - Electric current or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements.
    - Water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

DESCRIPTION OF DISTRICT IMPROVEMENTS

The improvements, which have been constructed within the City, and those which may be subsequently constructed, operated, maintained, and serviced with District assessments are generally described as follows:

> The maintenance and operation of medians on Edgewater Drive, Lake Boulevard, and Parkshore Drive. Costs include all maintenance and operational costs including normal upkeep, operating expenses, management expenses, replacement, and replanting costs.

Improvement diagrams have been prepared identifying all improvements and areas that are to be maintained by the District. A copy of this diagram is on file with the City's Public Works Department.

PART B

ESTIMATE OF COSTS

The 1972 Act requires that a special fund be set up for the collection of revenues and expenditures of the District. The Act provides that the total cost of construction, operation, and maintenance and servicing of the public improvements specified in Part A of this Report can be recovered by the District. Incidental expenses including administration of the District, engineering fees, legal fees and all other costs associated with the construction, operation and maintenance and servicing of the Districts can also be included.

The 1972 Act also requires that a special fund be set up for the revenues and expenditures of the District. Funds raised from the assessments shall be used only for the expenditures represented above. A contribution to the District by the City may be made to reduce assessments as the City deems appropriate. Any balance remaining on July 1 at the end of the fiscal year must be carried over to the next fiscal year unless the funds are being accumulated for future capital replacement projects or operating reserves.

The following table provides a summary of the estimated District revenues and cost estimates for Fiscal Year 2024-25.

Landscaping and Lighting District No. 11 Fiscal Year 2024-25 Cost Estimate	
Projected Revenues	
Assessment Revenue	$28,175
Non-Assessment Revenues[1]	$1,173
Total Projected Revenues	**$29,348**
Projected Expenses	
Contract Services[2]	$56,064
Utilities	$500
Administration and Incidentals	$11,827
County Collection Fees	$479
Unforeseen Maintenance and Repairs[3]	$3,443
Total Projected Expenses	**$72,313**
Projected Fund Balance	
Beginning Fund Balance - July 1, 2024	$78,189
Reserve Fund Collection Increase/(Decrease)	($42,965)
Ending Fund Balance - June 30, 2025	$35,224
Recommended Operating Reserves	$34,435
Available Operating Reserves	$34,435
Available Capital Reserves	$789

[1]Non-Assessment Revenue includes interest earnings estimated at 1.5% of Projected Beginning Fund Balance and any other non-assessment revenue sources.

[2]Includes $37,000 for Plant & Tree Replacement, Grading, Irrigation & Pop-Up Replacement, Irrigation Retrofit, and Re-mulch projects.

[2]Unforeseen Maintenance and Repairs are assumed to be 5% of the Projected Expenses.

The purpose of the various reserves is to ensure the District will have funds available for cashflow purposes and to repair or reconstruct the improvements that are the responsibility of the District.

The Recommended Operating Reserve target is fifty percent (50%) of the projected expenditures. Maintaining a fully funded Operating Reserve eliminates the need for the City to transfer funds from non-District accounts to pay for operational expenses during the first half of the fiscal year and provides the District with sufficient funds to address any unforeseen or unusual expenditures that may occur during the year.

The purpose of collecting and holding funds in a Capital Reserve is so that when improvements need to be replaced or expenditures are greater than can be conveniently raised from a single year's assessment, funds are available so that the District can respond and address the need promptly.

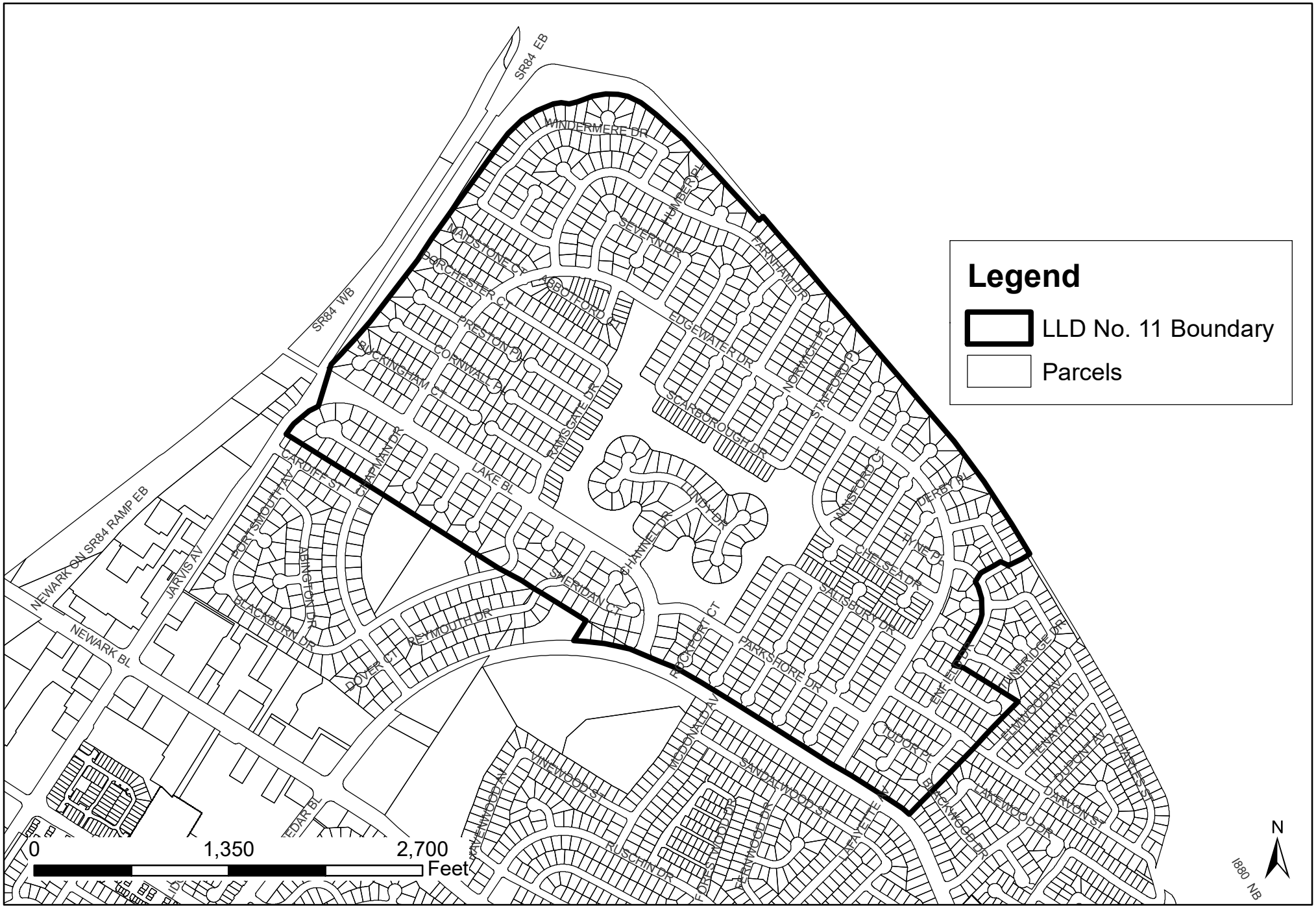
PART C

ASSESSMENT DISTRICT DIAGRAM

The boundaries of the District are shown herein. The Diagram is on file in the Public Works Department of the City and shown on the following page of this Engineer's Report. The lines and dimensions of each parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year in which this Report was prepared and are incorporated by reference herein and made part of this Report.

A reduced copy of the Assessment Diagram is shown on the following page.

LANDSCAPING AND LIGHTING DISTRICT NO. 11
(EDGEWATER DRIVE/LAKE AREA)
ASSESSMENT DIAGRAM



PART D

METHOD OF APPORTIONMENT OF ASSESSMENTS

This section explains the benefits to be derived from the improvements and the methodology used to apportion the total costs of the improvements to properties within the District.

The method used for apportioning the assessment is based upon the relative special benefits to be derived by the properties in the District and any established benefit zones. The assessment is apportioned to each parcel in proportion to the relative cost of the special benefits from the improvements.

General

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of public lights, landscaping, and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

The formula used for calculating assessments in the District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel.

In addition, the 1972 Act permits the designation of zones of benefit within any individual assessment district if "by reasons or variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvement." Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax".

Discussion of Benefit

Each of the improvements have been carefully reviewed by the City and the corresponding assessments have been proportionately spread to each parcel based on the special benefits conferred to property from the improvements as determined at the time the District was established.

The District consists of all Assessor Parcels within the boundaries of the District. The method of apportioning costs and assessing properties is based upon the proportional special benefits to be conferred by the improvements and services to the properties within the boundaries of the District. The apportioning of special benefit is a two-step process: the first step is to identify the types of special benefits arising from the improvements and services, and the second step is to allocate the costs and assign assessments to property based on the estimates of the special benefit being conferred to each property.

In summary, the assessments can only be levied based on the special benefit to property conferred from the installation, maintenance, and servicing of the improvements funded by the District. These special benefits are not dependent on any one property owner's use of the District's improvements or their specific demographic status. The basis for these special benefits comes from statutes approved by the California Legislature and other studies that describe the types of benefits received by property from such improvements. The identified special benefits conferred to property from the median landscape improvements can be summarized as follows:

- Improved aesthetics:
  - Well-maintained and attractive median landscaping enhances the overall appearance and desirability of the area, making it visually appealing to property owners and visitors.

- Increased property values:
  - Attractive and well-maintained median landscaping can increase the desirability of nearby properties, potentially leading to higher property values.

- Safety:
  - Median landscaping helps calm traffic and reduce speeds, creating a safer environment for people traveling to and from properties in the District. It also acts as a physical buffer between roadways and properties within the District.

- Noise reduction:
  - Trees and plants help absorb traffic noise and create a buffer between the road and nearby properties, reducing noise levels and creating a more peaceful environment.

- Reduced pollution:
  - Trees and plants aid in filtering pollutants from the air, improving air quality and creating a healthier environment for properties in proximity to the landscape.

These benefits, when applied to property in the District, specifically increase the utility of the property within the District. For example, the assessments provide funding to maintain the median landscaping that improves safety and provides visual and environmental benefits to the properties within the District. Such improved and well-maintained public facilities enhance the overall usability, quality, desirability, and safety of the properties.

Method of Assessment

This process of apportioning assessments to each property involves determining the relative special benefit received by each property from the improvements and services. Therefore, the City and Engineer of Work at the time of formation determined that each parcel within the boundaries of the District receives a similar benefit from the improvements. Therefore, the most appropriate method of apportioning costs was determined to be spreading all District costs equally to each parcel in the District. This methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of assessments.

In Fiscal Year 2024-25, the City proposes to collect the maximum assessment revenue from the assessable parcels located in the District, which amounts to $25.00 per parcel to be levied. A listing of each assessable parcel and their proposed Fiscal Year 2024-25 assessment is on the Assessment Roll in Part E of this Report.

Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts, and public parkways (all of which are typically not assigned an Assessor's Parcel Number (APN) by the County). Also exempted from the assessment would be public agency owned property, utility rights-of-ways, common areas (such as in condominium complexes or those that are owned by a Homeowner's or Property Owner's Association), and any other property that is deemed to be unable to develop by the City. These types of parcels do not benefit from the improvements.

Appeals and Interpretations

Any property owner who feels that the assessment levied on the subject property is in error because of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with City Engineer or his or her designee. Any such appeal is limited to correction of an assessment during the then current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the City Engineer or his or her designee will promptly review the appeal and any information provided by the property owner. If the City Engineer or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the City Engineer or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any property owner who disagrees with the decision of the City Engineer or her or his designee may refer their appeal to the City Council and the decision of the City Council shall be final.

PART E

ASSESSMENT ROLL

A list of names and addresses of the owners of all parcels, and the description of each parcel within the District is shown on the last equalized Secured Property Tax Roll of the Alameda County Assessor, which by reference is hereby made a part of this Report.

This list is keyed to the Assessor's Parcel Numbers as shown on the Assessment Roll, which includes the proposed amount of assessments for Fiscal Year 2024-25 apportioned to each parcel. The Assessment Roll is on file in the Public Works Department of the City and is included in this Report beginning on the next page.

The total proposed assessment for Fiscal Year 2024-25 is $28,175.00.

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 11
ASSESSMENT ROLL
FISCAL YEAR 2024-25

Assessor's Parcel Number	Assessment Amount
092A-0712-002-00	$25.00
092A-0712-003-00	$25.00
092A-0712-004-00	$25.00
092A-0712-005-00	$25.00
092A-0712-006-00	$25.00
092A-0712-007-00	$25.00
092A-0712-008-00	$25.00
092A-0712-009-00	$25.00
092A-0712-010-00	$25.00
092A-0712-011-00	$25.00
092A-0712-012-00	$25.00
092A-0712-013-00	$25.00
092A-0712-014-00	$25.00
092A-0712-015-00	$25.00
092A-0712-016-00	$25.00
092A-0712-017-00	$25.00
092A-0712-018-00	$25.00
092A-0712-019-00	$25.00
092A-0712-020-00	$25.00
092A-0712-021-00	$25.00
092A-0712-022-00	$25.00
092A-0712-023-00	$25.00
092A-0712-024-00	$25.00
092A-0712-025-00	$25.00
092A-0712-026-00	$25.00
092A-0712-027-00	$25.00
092A-0712-028-00	$25.00
092A-0712-029-00	$25.00
092A-0712-030-00	$25.00
092A-0712-031-00	$25.00
092A-0712-032-00	$25.00
092A-0712-033-00	$25.00
092A-0712-034-00	$25.00
092A-0712-035-00	$25.00
092A-0712-036-00	$25.00
092A-0712-037-00	$25.00
092A-0712-038-00	$25.00
092A-0712-039-00	$25.00
092A-0712-040-00	$25.00
092A-0712-041-00	$25.00
092A-0712-042-00	$25.00
092A-0712-043-00	$25.00
092A-0712-044-00	$25.00
092A-0712-045-00	$25.00
092A-0712-046-00	$25.00
092A-0712-047-00	$25.00
092A-0712-048-00	$25.00
092A-0712-049-00	$25.00
092A-0712-050-00	$25.00
092A-0712-051-00	$25.00
092A-0712-052-00	$25.00
092A-0712-053-00	$25.00

Assessor's Parcel Number	Assessment Amount
092A-0712-054-00	$25.00
092A-0712-055-00	$25.00
092A-0712-056-00	$25.00
092A-0712-057-00	$25.00
092A-0712-058-00	$25.00
092A-0712-059-00	$25.00
092A-0712-060-00	$25.00
092A-0712-061-00	$25.00
092A-0712-062-00	$25.00
092A-0712-063-00	$25.00
092A-0712-064-00	$25.00
092A-0712-065-00	$25.00
092A-0712-066-00	$25.00
092A-0712-067-00	$25.00
092A-0712-068-00	$25.00
092A-0712-069-00	$25.00
092A-0712-070-00	$25.00
092A-0712-071-00	$25.00
092A-0712-072-00	$25.00
092A-0712-073-00	$25.00
092A-0712-074-00	$25.00
092A-0712-075-00	$25.00
092A-0712-076-00	$25.00
092A-0712-077-00	$25.00
092A-0712-078-00	$25.00
092A-0712-079-00	$25.00
092A-0713-001-00	$25.00
092A-0713-002-00	$25.00
092A-0713-003-00	$25.00
092A-0713-004-00	$25.00
092A-0713-005-00	$25.00
092A-0713-006-00	$25.00
092A-0713-007-00	$25.00
092A-0713-008-00	$25.00
092A-0713-009-00	$25.00
092A-0713-010-00	$25.00
092A-0713-011-00	$25.00
092A-0713-012-00	$25.00
092A-0713-013-00	$25.00
092A-0713-014-00	$25.00
092A-0713-015-00	$25.00
092A-0713-016-00	$25.00
092A-0713-017-00	$25.00
092A-0713-018-00	$25.00
092A-0713-019-00	$25.00
092A-0713-020-00	$25.00
092A-0713-021-00	$25.00
092A-0713-022-00	$25.00
092A-0713-023-00	$25.00
092A-0713-024-00	$25.00
092A-0713-025-00	$25.00
092A-0713-026-00	$25.00

Assessor's Parcel Number	Assessment Amount
092A-0713-027-00	$25.00
092A-0713-028-00	$25.00
092A-0713-029-00	$25.00
092A-0713-030-00	$25.00
092A-0713-031-00	$25.00
092A-0713-032-00	$25.00
092A-0713-033-00	$25.00
092A-0713-034-00	$25.00
092A-0713-035-00	$25.00
092A-0713-036-00	$25.00
092A-0713-037-00	$25.00
092A-0713-038-00	$25.00
092A-0713-039-00	$25.00
092A-0713-040-00	$25.00
092A-0713-041-00	$25.00
092A-0713-042-00	$25.00
092A-0713-043-00	$25.00
092A-0713-044-00	$25.00
092A-0713-045-00	$25.00
092A-0713-046-00	$25.00
092A-0713-047-00	$25.00
092A-0713-048-00	$25.00
092A-0713-049-00	$25.00
092A-0713-050-00	$25.00
092A-0713-051-00	$25.00
092A-0713-052-00	$25.00
092A-0713-053-00	$25.00
092A-0715-001-00	$25.00
092A-0715-002-00	$25.00
092A-0715-003-00	$25.00
092A-0715-004-00	$25.00
092A-0715-005-00	$25.00
092A-0715-006-00	$25.00
092A-0715-007-00	$25.00
092A-0715-008-00	$25.00
092A-0715-009-00	$25.00
092A-0715-010-00	$25.00
092A-0715-011-00	$25.00
092A-0715-012-00	$25.00
092A-0715-013-00	$25.00
092A-0715-014-00	$25.00
092A-0715-015-00	$25.00
092A-0715-016-00	$25.00
092A-0715-017-01	$25.00
092A-0715-018-02	$25.00
092A-0715-019-00	$25.00
092A-0715-020-00	$25.00
092A-0715-021-00	$25.00
092A-0715-022-00	$25.00
092A-0715-023-00	$25.00
092A-0715-024-00	$25.00
092A-0715-025-00	$25.00

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 11
ASSESSMENT ROLL
FISCAL YEAR 2024-25

Assessor's Parcel Number	Assessment Amount	Assessor's Parcel Number	Assessment Amount	Assessor's Parcel Number	Assessment Amount
092A-0715-026-00	$25.00	092A-0715-080-00	$25.00	092A-0716-025-00	$25.00
092A-0715-027-00	$25.00	092A-0715-081-00	$25.00	092A-0716-026-00	$25.00
092A-0715-028-00	$25.00	092A-0715-082-00	$25.00	092A-0716-028-00	$25.00
092A-0715-029-00	$25.00	092A-0715-083-00	$25.00	092A-0716-029-00	$25.00
092A-0715-030-00	$25.00	092A-0715-084-00	$25.00	092A-0716-030-00	$25.00
092A-0715-031-00	$25.00	092A-0715-085-00	$25.00	092A-0716-031-00	$25.00
092A-0715-032-00	$25.00	092A-0715-086-00	$25.00	092A-0716-032-00	$25.00
092A-0715-033-00	$25.00	092A-0715-087-00	$25.00	092A-0716-033-00	$25.00
092A-0715-034-00	$25.00	092A-0715-088-00	$25.00	092A-0716-034-00	$25.00
092A-0715-035-00	$25.00	092A-0715-089-00	$25.00	092A-0716-035-00	$25.00
092A-0715-036-00	$25.00	092A-0715-090-00	$25.00	092A-0716-036-00	$25.00
092A-0715-037-00	$25.00	092A-0715-091-00	$25.00	092A-0716-037-00	$25.00
092A-0715-038-00	$25.00	092A-0715-092-00	$25.00	092A-0716-038-00	$25.00
092A-0715-040-00	$25.00	092A-0715-093-00	$25.00	092A-0716-039-00	$25.00
092A-0715-041-00	$25.00	092A-0715-094-00	$25.00	092A-0716-040-00	$25.00
092A-0715-042-00	$25.00	092A-0715-095-00	$25.00	092A-0716-041-00	$25.00
092A-0715-043-00	$25.00	092A-0715-096-00	$25.00	092A-0716-042-00	$25.00
092A-0715-044-00	$25.00	092A-0715-097-00	$25.00	092A-0716-043-00	$25.00
092A-0715-045-00	$25.00	092A-0715-098-00	$25.00	092A-0716-044-00	$25.00
092A-0715-046-00	$25.00	092A-0715-099-00	$25.00	092A-0716-045-00	$25.00
092A-0715-047-00	$25.00	092A-0715-100-00	$25.00	092A-0716-046-00	$25.00
092A-0715-048-00	$25.00	092A-0715-101-00	$25.00	092A-0716-047-00	$25.00
092A-0715-049-00	$25.00	092A-0715-102-00	$25.00	092A-0716-048-00	$25.00
092A-0715-050-00	$25.00	092A-0715-103-00	$25.00	092A-0716-049-00	$25.00
092A-0715-051-00	$25.00	092A-0715-104-00	$25.00	092A-0716-050-00	$25.00
092A-0715-052-00	$25.00	092A-0715-105-00	$25.00	092A-0716-051-00	$25.00
092A-0715-053-00	$25.00	092A-0715-106-00	$25.00	092A-0716-052-00	$25.00
092A-0715-054-00	$25.00	092A-0715-107-00	$25.00	092A-0716-053-00	$25.00
092A-0715-055-00	$25.00	092A-0715-108-00	$25.00	092A-0716-054-00	$25.00
092A-0715-056-00	$25.00	092A-0716-001-00	$25.00	092A-0716-055-00	$25.00
092A-0715-057-00	$25.00	092A-0716-002-00	$25.00	092A-0716-056-00	$25.00
092A-0715-058-00	$25.00	092A-0716-003-00	$25.00	092A-0716-057-00	$25.00
092A-0715-059-00	$25.00	092A-0716-004-00	$25.00	092A-0716-058-00	$25.00
092A-0715-060-00	$25.00	092A-0716-005-00	$25.00	092A-0716-059-00	$25.00
092A-0715-061-00	$25.00	092A-0716-006-00	$25.00	092A-0716-060-00	$25.00
092A-0715-062-00	$25.00	092A-0716-007-00	$25.00	092A-0716-061-00	$25.00
092A-0715-063-00	$25.00	092A-0716-008-00	$25.00	092A-0716-062-00	$25.00
092A-0715-065-00	$25.00	092A-0716-009-00	$25.00	092A-0716-063-02	$25.00
092A-0715-066-00	$25.00	092A-0716-010-00	$25.00	092A-0716-064-01	$25.00
092A-0715-067-00	$25.00	092A-0716-011-00	$25.00	092A-0716-065-00	$25.00
092A-0715-068-00	$25.00	092A-0716-012-00	$25.00	092A-0716-066-00	$25.00
092A-0715-069-00	$25.00	092A-0716-013-00	$25.00	092A-0716-067-00	$25.00
092A-0715-070-00	$25.00	092A-0716-014-00	$25.00	092A-0716-068-00	$25.00
092A-0715-071-00	$25.00	092A-0716-015-00	$25.00	092A-0716-069-00	$25.00
092A-0715-072-00	$25.00	092A-0716-016-00	$25.00	092A-0716-071-00	$25.00
092A-0715-073-00	$25.00	092A-0716-017-00	$25.00	092A-0716-072-00	$25.00
092A-0715-074-00	$25.00	092A-0716-018-00	$25.00	092A-0716-073-00	$25.00
092A-0715-075-00	$25.00	092A-0716-019-00	$25.00	092A-0716-074-00	$25.00
092A-0715-076-00	$25.00	092A-0716-020-00	$25.00	092A-0716-075-00	$25.00
092A-0715-077-00	$25.00	092A-0716-021-00	$25.00	092A-0716-076-00	$25.00
092A-0715-078-00	$25.00	092A-0716-022-00	$25.00	092A-0716-077-00	$25.00
092A-0715-079-00	$25.00	092A-0716-024-00	$25.00	092A-0716-078-00	$25.00

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 11
ASSESSMENT ROLL
FISCAL YEAR 2024-25

Assessor's Parcel Number	Assessment Amount
092A-0716-079-00	$25.00
092A-0716-080-00	$25.00
092A-0716-081-00	$25.00
092A-0716-082-00	$25.00
092A-0716-083-00	$25.00
092A-0716-084-00	$25.00
092A-0716-085-00	$25.00
092A-0716-086-00	$25.00
092A-0716-087-00	$25.00
092A-0716-088-00	$25.00
092A-0716-089-00	$25.00
092A-0716-090-00	$25.00
092A-0716-091-00	$25.00
092A-0716-092-00	$25.00
092A-0716-093-00	$25.00
092A-0716-094-00	$25.00
092A-0716-095-00	$25.00
092A-0716-096-00	$25.00
092A-0716-097-00	$25.00
092A-0716-098-00	$25.00
092A-0716-099-00	$25.00
092A-0716-100-00	$25.00
092A-0716-101-00	$25.00
092A-0716-102-00	$25.00
092A-0716-103-00	$25.00
092A-0716-104-00	$25.00
092A-0716-105-00	$25.00
092A-0716-106-00	$25.00
092A-0716-107-00	$25.00
092A-0716-108-00	$25.00
092A-0716-109-00	$25.00
092A-0716-110-00	$25.00
092A-0716-111-00	$25.00
092A-0716-112-00	$25.00
092A-0716-113-00	$25.00
092A-0716-114-00	$25.00
092A-0716-115-00	$25.00
092A-0716-116-00	$25.00
092A-0716-117-00	$25.00
092A-0716-118-00	$25.00
092A-0716-119-00	$25.00
092A-0716-120-00	$25.00
092A-0716-121-00	$25.00
092A-0716-122-00	$25.00
092A-0716-123-00	$25.00
092A-0716-124-00	$25.00
092A-0716-125-00	$25.00
092A-0716-126-00	$25.00
092A-0716-127-00	$25.00
092A-0716-128-00	$25.00
092A-0716-129-00	$25.00
092A-0716-130-00	$25.00
092A-0716-131-00	$25.00
092A-0716-132-00	$25.00
092A-0716-133-00	$25.00
092A-0716-134-00	$25.00
092A-0716-135-00	$25.00
092A-0717-001-00	$25.00
092A-0717-002-00	$25.00
092A-0717-003-00	$25.00
092A-0717-004-00	$25.00
092A-0717-005-00	$25.00
092A-0717-006-00	$25.00
092A-0717-007-00	$25.00
092A-0717-008-00	$25.00
092A-0717-009-00	$25.00
092A-0717-010-00	$25.00
092A-0717-011-00	$25.00
092A-0717-013-00	$25.00
092A-0717-014-00	$25.00
092A-0717-015-00	$25.00
092A-0717-016-00	$25.00
092A-0718-001-00	$25.00
092A-0718-002-00	$25.00
092A-0718-003-00	$25.00
092A-0718-004-00	$25.00
092A-0718-005-00	$25.00
092A-0718-006-00	$25.00
092A-0718-007-00	$25.00
092A-0718-008-00	$25.00
092A-0718-009-00	$25.00
092A-0718-010-00	$25.00
092A-0718-011-00	$25.00
092A-0718-012-00	$25.00
092A-0718-013-00	$25.00
092A-0718-014-00	$25.00
092A-0718-015-00	$25.00
092A-0718-016-00	$25.00
092A-0718-017-00	$25.00
092A-0718-018-00	$25.00
092A-0718-019-00	$25.00
092A-0718-020-00	$25.00
092A-0718-021-00	$25.00
092A-0718-022-00	$25.00
092A-0718-023-00	$25.00
092A-0718-024-00	$25.00
092A-0718-025-00	$25.00
092A-0718-026-00	$25.00
092A-0718-027-00	$25.00
092A-0718-028-00	$25.00
092A-0718-029-00	$25.00
092A-0718-030-00	$25.00
092A-0718-031-00	$25.00
092A-0718-032-00	$25.00
092A-0718-033-00	$25.00
092A-0718-034-00	$25.00
092A-0718-035-00	$25.00
092A-0718-036-00	$25.00
092A-0718-037-00	$25.00
092A-0718-038-00	$25.00
092A-0718-039-00	$25.00
092A-0718-040-00	$25.00
092A-0718-041-00	$25.00
092A-0718-042-00	$25.00
092A-0718-043-00	$25.00
092A-0718-044-00	$25.00
092A-0718-045-00	$25.00
092A-0718-046-00	$25.00
092A-0718-047-00	$25.00
092A-0718-048-00	$25.00
092A-0718-049-00	$25.00
092A-0718-050-00	$25.00
092A-0718-051-00	$25.00
092A-0718-052-00	$25.00
092A-0718-053-00	$25.00
092A-0718-054-00	$25.00
092A-0718-055-00	$25.00
092A-0718-056-00	$25.00
092A-0718-057-00	$25.00
092A-0718-059-00	$25.00
092A-0718-060-00	$25.00
092A-0718-061-00	$25.00
092A-0718-062-00	$25.00
092A-0718-063-00	$25.00
092A-0718-064-00	$25.00
092A-0718-065-00	$25.00
092A-0718-066-00	$25.00
092A-0718-067-00	$25.00
092A-0718-068-00	$25.00
092A-0718-069-00	$25.00
092A-0718-070-00	$25.00
092A-0718-071-00	$25.00
092A-0718-072-00	$25.00
092A-0718-073-00	$25.00
092A-0718-074-00	$25.00
092A-0718-075-00	$25.00
092A-0718-076-00	$25.00
092A-0718-077-00	$25.00
092A-0718-078-00	$25.00
092A-0718-079-00	$25.00
092A-0718-080-00	$25.00
092A-0724-007-00	$25.00
092A-0724-008-00	$25.00
092A-0724-009-00	$25.00
092A-0724-010-00	$25.00
092A-0724-011-00	$25.00

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 11
ASSESSMENT ROLL
FISCAL YEAR 2024-25

Assessor's Parcel Number	Assessment Amount
092A-0724-012-00	$25.00
092A-0724-013-00	$25.00
092A-0724-014-00	$25.00
092A-0724-015-00	$25.00
092A-0724-016-00	$25.00
092A-0724-017-00	$25.00
092A-0724-018-00	$25.00
092A-0724-019-00	$25.00
092A-0724-020-00	$25.00
092A-0724-021-00	$25.00
092A-0724-022-00	$25.00
092A-0724-023-00	$25.00
092A-0724-024-00	$25.00
092A-0724-025-00	$25.00
092A-0724-026-00	$25.00
092A-0724-027-00	$25.00
092A-0724-028-00	$25.00
092A-0724-029-00	$25.00
092A-0724-030-00	$25.00
092A-0724-031-00	$25.00
092A-0724-032-00	$25.00
092A-0724-033-00	$25.00
092A-0724-034-00	$25.00
092A-0724-035-00	$25.00
092A-0724-036-00	$25.00
092A-0724-037-00	$25.00
092A-0724-038-00	$25.00
092A-0724-039-00	$25.00
092A-0724-040-00	$25.00
092A-0724-041-00	$25.00
092A-0724-042-00	$25.00
092A-0724-043-00	$25.00
092A-0724-044-00	$25.00
092A-0724-045-00	$25.00
092A-0724-046-00	$25.00
092A-0724-047-00	$25.00
092A-0724-048-00	$25.00
092A-0724-049-00	$25.00
092A-0724-050-00	$25.00
092A-0724-051-00	$25.00
092A-0724-052-00	$25.00
092A-0724-053-00	$25.00
092A-0724-054-00	$25.00
092A-0724-055-00	$25.00
092A-0724-056-00	$25.00
092A-0724-057-00	$25.00
092A-0724-058-00	$25.00
092A-0724-059-00	$25.00
092A-0724-060-00	$25.00
092A-0724-061-00	$25.00
092A-0724-062-00	$25.00
092A-0724-063-00	$25.00
092A-0724-064-00	$25.00
092A-0724-066-00	$25.00
092A-0724-067-00	$25.00
092A-0724-068-00	$25.00
092A-0724-069-00	$25.00
092A-0724-070-00	$25.00
092A-0724-071-00	$25.00
092A-0724-072-00	$25.00
092A-0724-073-00	$25.00
092A-0724-074-00	$25.00
092A-0724-075-00	$25.00
092A-0724-076-00	$25.00
092A-0724-077-00	$25.00
092A-0724-078-00	$25.00
092A-0724-079-00	$25.00
092A-0724-080-00	$25.00
092A-0724-081-00	$25.00
092A-0724-082-00	$25.00
092A-0724-083-00	$25.00
092A-0724-084-00	$25.00
092A-0724-085-00	$25.00
092A-0724-086-00	$25.00
092A-0724-087-00	$25.00
092A-0724-088-00	$25.00
092A-0724-089-00	$25.00
092A-0724-090-00	$25.00
092A-0724-091-00	$25.00
092A-0724-092-00	$25.00
092A-0724-093-00	$25.00
092A-0724-094-00	$25.00
092A-0725-005-00	$25.00
092A-0725-006-00	$25.00
092A-0725-007-00	$25.00
092A-0725-008-00	$25.00
092A-0725-009-00	$25.00
092A-0725-010-00	$25.00
092A-0725-011-00	$25.00
092A-0725-012-00	$25.00
092A-0725-013-00	$25.00
092A-0725-014-00	$25.00
092A-0725-015-00	$25.00
092A-0725-016-00	$25.00
092A-0725-017-00	$25.00
092A-0725-018-00	$25.00
092A-0725-019-00	$25.00
092A-0725-020-00	$25.00
092A-0725-021-00	$25.00
092A-0725-022-00	$25.00
092A-0725-023-00	$25.00
092A-0725-024-00	$25.00
092A-0725-025-00	$25.00
092A-0725-026-00	$25.00
092A-0725-027-00	$25.00
092A-0725-028-00	$25.00
092A-0725-029-00	$25.00
092A-0725-030-00	$25.00
092A-0725-031-00	$25.00
092A-0725-032-00	$25.00
092A-0725-034-00	$25.00
092A-0725-035-00	$25.00
092A-0725-036-00	$25.00
092A-0725-038-00	$25.00
092A-0725-039-00	$25.00
092A-0725-040-00	$25.00
092A-0725-041-00	$25.00
092A-0725-042-00	$25.00
092A-0725-043-00	$25.00
092A-0725-044-00	$25.00
092A-0725-045-00	$25.00
092A-0725-046-00	$25.00
092A-0725-047-00	$25.00
092A-0725-048-00	$25.00
092A-0725-049-00	$25.00
092A-0725-050-00	$25.00
092A-0725-051-00	$25.00
092A-0725-052-00	$25.00
092A-0725-059-00	$25.00
092A-0725-060-00	$25.00
092A-0725-063-00	$25.00
092A-0725-065-00	$25.00
092A-0725-066-00	$25.00
092A-0726-003-00	$25.00
092A-0726-004-00	$25.00
092A-0726-005-00	$25.00
092A-0726-006-00	$25.00
092A-0726-007-00	$25.00
092A-0726-008-00	$25.00
092A-0726-009-00	$25.00
092A-0726-010-00	$25.00
092A-0726-011-00	$25.00
092A-0726-012-00	$25.00
092A-0726-013-00	$25.00
092A-0726-014-00	$25.00
092A-0726-015-00	$25.00
092A-0726-016-00	$25.00
092A-0726-017-00	$25.00
092A-0726-018-00	$25.00
092A-0726-019-00	$25.00
092A-0726-020-00	$25.00
092A-0726-021-00	$25.00
092A-0726-022-00	$25.00
092A-0726-023-00	$25.00
092A-0726-024-00	$25.00
092A-0726-025-00	$25.00

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 11
ASSESSMENT ROLL
FISCAL YEAR 2024-25

Assessor's Parcel Number	Assessment Amount	Assessor's Parcel Number	Assessment Amount	Assessor's Parcel Number	Assessment Amount
092A-0726-026-00	$25.00	092A-0726-078-00	$25.00	092A-0727-041-00	$25.00
092A-0726-027-00	$25.00	092A-0726-079-00	$25.00	092A-0727-042-00	$25.00
092A-0726-028-00	$25.00	092A-0726-080-00	$25.00	092A-0727-043-00	$25.00
092A-0726-029-00	$25.00	092A-0726-081-00	$25.00	092A-0727-044-00	$25.00
092A-0726-030-00	$25.00	092A-0726-082-00	$25.00	092A-0727-045-00	$25.00
092A-0726-031-00	$25.00	092A-0726-083-00	$25.00	092A-0727-046-00	$25.00
092A-0726-032-00	$25.00	092A-0726-084-00	$25.00	092A-0727-047-00	$25.00
092A-0726-033-00	$25.00	092A-0726-085-00	$25.00	092A-0727-048-00	$25.00
092A-0726-034-00	$25.00	092A-0726-086-00	$25.00	092A-0727-049-00	$25.00
092A-0726-035-00	$25.00	092A-0726-087-00	$25.00	092A-0727-050-00	$25.00
092A-0726-036-00	$25.00	092A-0726-088-00	$25.00	092A-0727-051-00	$25.00
092A-0726-037-00	$25.00	092A-0726-089-00	$25.00	092A-0727-052-00	$25.00
092A-0726-038-00	$25.00	092A-0726-090-00	$25.00	092A-0727-053-00	$25.00
092A-0726-039-00	$25.00	092A-0726-091-00	$25.00	092A-0727-054-00	$25.00
092A-0726-040-00	$25.00	092A-0726-092-00	$25.00	092A-0727-056-00	$25.00
092A-0726-041-00	$25.00	092A-0727-003-00	$25.00	092A-0727-057-00	$25.00
092A-0726-042-00	$25.00	092A-0727-004-00	$25.00	092A-0727-058-00	$25.00
092A-0726-043-00	$25.00	092A-0727-005-00	$25.00	092A-0727-059-00	$25.00
092A-0726-044-00	$25.00	092A-0727-006-00	$25.00	092A-0727-060-00	$25.00
092A-0726-045-00	$25.00	092A-0727-007-00	$25.00	092A-0727-061-00	$25.00
092A-0726-046-00	$25.00	092A-0727-008-00	$25.00	092A-0727-062-00	$25.00
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092A-0726-048-00	$25.00	092A-0727-010-00	$25.00	092A-0727-064-00	$25.00
092A-0726-049-00	$25.00	092A-0727-011-00	$25.00	092A-0727-065-00	$25.00
092A-0726-050-00	$25.00	092A-0727-012-00	$25.00	092A-0727-066-00	$25.00
092A-0726-051-00	$25.00	092A-0727-013-00	$25.00	092A-0727-067-00	$25.00
092A-0726-052-00	$25.00	092A-0727-014-00	$25.00	092A-0727-068-00	$25.00
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092A-0726-054-00	$25.00	092A-0727-016-00	$25.00	092A-0727-070-00	$25.00
092A-0726-055-00	$25.00	092A-0727-017-00	$25.00	092A-0727-071-00	$25.00
092A-0726-056-00	$25.00	092A-0727-018-00	$25.00	092A-0727-072-00	$25.00
092A-0726-057-00	$25.00	092A-0727-019-00	$25.00	092A-0727-073-00	$25.00
092A-0726-058-00	$25.00	092A-0727-020-00	$25.00	092A-0727-074-00	$25.00
092A-0726-059-00	$25.00	092A-0727-021-00	$25.00	092A-0727-075-00	$25.00
092A-0726-060-00	$25.00	092A-0727-022-00	$25.00	092A-0727-076-00	$25.00
092A-0726-061-00	$25.00	092A-0727-023-00	$25.00	092A-0727-077-00	$25.00
092A-0726-062-00	$25.00	092A-0727-024-00	$25.00	092A-0727-078-00	$25.00
092A-0726-063-00	$25.00	092A-0727-025-00	$25.00	092A-0727-079-00	$25.00
092A-0726-064-00	$25.00	092A-0727-026-00	$25.00	092A-0727-080-00	$25.00
092A-0726-065-00	$25.00	092A-0727-027-00	$25.00	092A-0727-081-00	$25.00
092A-0726-066-00	$25.00	092A-0727-029-00	$25.00	092A-0727-083-00	$25.00
092A-0726-067-00	$25.00	092A-0727-030-00	$25.00	092A-0727-084-00	$25.00
092A-0726-068-00	$25.00	092A-0727-031-00	$25.00	092A-0727-085-00	$25.00
092A-0726-069-00	$25.00	092A-0727-032-00	$25.00	092A-0727-086-00	$25.00
092A-0726-070-00	$25.00	092A-0727-033-00	$25.00	092A-0727-087-00	$25.00
092A-0726-071-00	$25.00	092A-0727-034-00	$25.00	092A-0727-088-00	$25.00
092A-0726-072-00	$25.00	092A-0727-035-00	$25.00	092A-0727-089-00	$25.00
092A-0726-073-00	$25.00	092A-0727-036-00	$25.00	092A-0727-090-00	$25.00
092A-0726-074-00	$25.00	092A-0727-037-00	$25.00	092A-0727-091-00	$25.00
092A-0726-075-00	$25.00	092A-0727-038-00	$25.00	092A-0727-092-00	$25.00
092A-0726-076-00	$25.00	092A-0727-039-00	$25.00	092A-0727-093-00	$25.00
092A-0726-077-00	$25.00	092A-0727-040-00	$25.00	092A-0727-094-00	$25.00

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 11
ASSESSMENT ROLL
FISCAL YEAR 2024-25

Assessor's Parcel Number	Assessment Amount
092A-0727-095-00	$25.00
092A-0727-096-00	$25.00
092A-0727-097-00	$25.00
092A-0727-098-00	$25.00
092A-0727-099-00	$25.00
092A-0727-100-00	$25.00
092A-0727-101-00	$25.00
092A-0727-102-00	$25.00
092A-0727-103-00	$25.00
092A-0727-104-00	$25.00
092A-0727-105-00	$25.00
092A-0727-106-00	$25.00
092A-0727-107-00	$25.00
092A-0727-108-00	$25.00
092A-0727-110-00	$25.00
092A-0727-111-00	$25.00
092A-0727-112-00	$25.00
092A-0727-113-00	$25.00
092A-0727-114-00	$25.00
092A-0727-115-00	$25.00
092A-0727-116-00	$25.00
092A-0727-117-00	$25.00
092A-0727-118-00	$25.00
092A-0727-119-00	$25.00
092A-0727-120-00	$25.00
092A-0727-121-00	$25.00
092A-0727-122-00	$25.00
092A-0727-123-00	$25.00
092A-0727-124-00	$25.00
092A-0727-125-00	$25.00
092A-0727-126-00	$25.00
092A-0727-127-00	$25.00
092A-0727-128-00	$25.00
092A-0727-129-00	$25.00
092A-0727-130-00	$25.00
092A-0727-131-00	$25.00
092A-0727-132-00	$25.00
092A-0727-133-00	$25.00
092A-0727-134-00	$25.00
092A-0727-135-00	$25.00
092A-0727-136-00	$25.00
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092A-0727-139-00	$25.00
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092A-0727-142-00	$25.00
092A-0727-143-00	$25.00
092A-0727-144-00	$25.00
092A-0727-145-00	$25.00
092A-0727-146-00	$25.00
092A-0727-147-00	$25.00

Assessor's Parcel Number	Assessment Amount
092A-0727-148-00	$25.00
092A-0727-149-00	$25.00
092A-0727-150-00	$25.00
092A-0727-151-00	$25.00
092A-0727-152-00	$25.00
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092A-0727-154-00	$25.00
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092A-0727-156-00	$25.00
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092A-0728-006-00	$25.00
092A-0728-007-00	$25.00
092A-0728-008-00	$25.00
092A-0728-009-00	$25.00
092A-0728-010-00	$25.00
092A-0728-011-00	$25.00
092A-0728-012-00	$25.00
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092A-0728-023-00	$25.00
092A-0728-024-00	$25.00
092A-0728-025-00	$25.00
092A-0728-026-00	$25.00
092A-0728-027-00	$25.00
092A-0728-028-00	$25.00
092A-0728-029-00	$25.00
092A-0728-030-00	$25.00
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092A-0728-032-00	$25.00
092A-0728-033-00	$25.00
092A-0728-034-00	$25.00
092A-0728-035-00	$25.00
092A-0728-036-00	$25.00
092A-0728-037-00	$25.00
092A-0728-038-00	$25.00

Assessor's Parcel Number	Assessment Amount
092A-0728-039-00	$25.00
092A-0728-040-00	$25.00
092A-0728-041-00	$25.00
092A-0728-042-00	$25.00
092A-0728-043-00	$25.00
092A-0728-044-00	$25.00
092A-0728-045-00	$25.00
092A-0728-046-00	$25.00
092A-0728-047-00	$25.00
092A-0728-048-00	$25.00
092A-0728-049-00	$25.00
092A-0728-050-00	$25.00
092A-0728-051-00	$25.00
092A-0728-052-00	$25.00
092A-0728-053-00	$25.00
092A-0728-054-00	$25.00
092A-0728-055-00	$25.00
092A-0728-056-00	$25.00
092A-0728-057-00	$25.00
092A-0728-058-00	$25.00
092A-0728-059-00	$25.00
092A-0728-060-00	$25.00
092A-0728-061-00	$25.00
092A-0728-062-00	$25.00
092A-0728-063-00	$25.00
092A-0728-064-00	$25.00
092A-0728-065-00	$25.00
092A-0728-066-00	$25.00
092A-0728-067-00	$25.00
092A-0728-068-00	$25.00
092A-0728-069-00	$25.00
092A-0728-070-00	$25.00
092A-0728-071-00	$25.00
092A-0728-072-00	$25.00
092A-0728-074-00	$25.00
092A-0728-075-00	$25.00
092A-0728-076-00	$25.00
092A-0728-077-00	$25.00
092A-0728-078-00	$25.00
092A-0728-079-00	$25.00
092A-0728-080-00	$25.00
092A-0728-081-00	$25.00
092A-0728-082-00	$25.00
092A-0728-083-00	$25.00
092A-0728-084-00	$25.00
092A-0728-085-00	$25.00
092A-0728-086-00	$25.00
092A-0728-087-00	$25.00
092A-0728-088-00	$25.00
092A-0728-089-00	$25.00
092A-0728-090-00	$25.00
092A-0728-091-00	$25.00

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 11
ASSESSMENT ROLL
FISCAL YEAR 2024-25

Assessor's Parcel Number	Assessment Amount
092A-0728-092-00	$25.00
092A-0728-093-00	$25.00
092A-0728-094-00	$25.00
092A-0728-095-00	$25.00
092A-0728-096-00	$25.00
092A-0728-097-00	$25.00
092A-0728-098-00	$25.00
092A-0728-099-00	$25.00
092A-0728-100-00	$25.00
092A-0728-101-00	$25.00
092A-0728-102-00	$25.00
092A-0728-103-00	$25.00
092A-0728-104-00	$25.00
092A-0728-105-00	$25.00
092A-0728-106-00	$25.00
092A-0728-107-00	$25.00
092A-0728-108-00	$25.00
092A-0728-109-00	$25.00
092A-0728-110-01	$25.00
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092A-0728-114-00	$25.00
092A-0728-115-00	$25.00
092A-0728-116-00	$25.00
092A-0728-117-00	$25.00
092A-0728-118-00	$25.00
092A-0728-119-00	$25.00
092A-0728-120-00	$25.00
092A-0728-121-00	$25.00
092A-0728-122-00	$25.00
092A-0728-123-00	$25.00
092A-0728-124-00	$25.00
092A-0728-125-00	$25.00
092A-0728-126-00	$25.00
092A-0728-127-00	$25.00
092A-0728-128-00	$25.00
092A-0728-129-00	$25.00
092A-0729-001-00	$25.00
092A-0729-002-00	$25.00
092A-0729-003-00	$25.00
092A-0729-004-00	$25.00
092A-0729-005-00	$25.00
092A-0729-006-00	$25.00
092A-0729-007-00	$25.00
092A-0729-008-00	$25.00
092A-0729-009-00	$25.00
092A-0729-010-00	$25.00
092A-0729-011-00	$25.00
092A-0729-012-00	$25.00
092A-0729-013-00	$25.00
092A-0729-014-00	$25.00
092A-0729-015-00	$25.00
092A-0729-016-00	$25.00
092A-0729-017-00	$25.00
092A-0729-018-00	$25.00
092A-0729-019-00	$25.00
092A-0729-020-00	$25.00
092A-0729-021-00	$25.00
092A-0729-022-00	$25.00
092A-0729-023-00	$25.00
092A-0729-024-00	$25.00
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092A-0729-049-00	$25.00
092A-0729-050-00	$25.00
092A-0729-051-00	$25.00
092A-0729-052-00	$25.00
092A-0729-053-00	$25.00
092A-0729-054-00	$25.00
092A-0729-055-00	$25.00
092A-0729-056-00	$25.00
092A-0729-057-00	$25.00
092A-0729-058-00	$25.00
092A-0729-059-00	$25.00
092A-0729-060-00	$25.00
092A-0729-061-00	$25.00
092A-0729-062-00	$25.00
092A-0729-063-00	$25.00
092A-0729-064-00	$25.00
092A-0729-065-00	$25.00
092A-0729-066-00	$25.00
092A-0729-067-00	$25.00
092A-0729-068-00	$25.00
092A-0729-069-00	$25.00
092A-0729-070-00	$25.00
092A-0729-071-00	$25.00
092A-0729-072-00	$25.00
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092A-0729-078-00	$25.00
092A-0729-079-00	$25.00
092A-0729-080-00	$25.00
092A-0729-081-00	$25.00
092A-0729-082-00	$25.00
092A-0729-083-00	$25.00
092A-0729-084-00	$25.00
092A-0729-085-00	$25.00
092A-0729-086-00	$25.00
092A-0729-087-00	$25.00
092A-0729-088-00	$25.00
092A-0729-089-00	$25.00
092A-0729-090-00	$25.00
092A-0729-091-00	$25.00
092A-0729-092-00	$25.00
092A-0729-093-00	$25.00
092A-0729-094-00	$25.00
092A-0729-095-00	$25.00
092A-0729-096-00	$25.00
092A-0729-097-00	$25.00
092A-0729-098-00	$25.00
092A-0729-099-00	$25.00
092A-0729-100-00	$25.00
092A-0729-101-00	$25.00
092A-0729-102-00	$25.00
092A-0729-103-00	$25.00
092A-0729-104-00	$25.00
092A-0729-105-00	$25.00
092A-0729-106-00	$25.00
092A-0729-107-00	$25.00
092A-2590-001-00	$25.00
092A-2590-002-00	$25.00
092A-2590-003-00	$25.00
092A-2590-005-00	$25.00
092A-2590-006-00	$25.00
092A-2590-007-00	$25.00
092A-2590-008-00	$25.00
092A-2590-009-00	$25.00
092A-2590-010-00	$25.00
092A-2590-011-00	$25.00
092A-2590-012-00	$25.00

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 11
ASSESSMENT ROLL
FISCAL YEAR 2024-25

Assessor's Parcel Number	Assessment Amount
092A-2590-013-00	$25.00
092A-2590-014-00	$25.00
092A-2590-015-00	$25.00
092A-2590-016-00	$25.00
092A-2590-017-00	$25.00
092A-2590-018-00	$25.00
092A-2590-019-00	$25.00
092A-2590-020-00	$25.00
092A-2590-021-00	$25.00
092A-2590-022-00	$25.00
092A-2590-023-00	$25.00
092A-2590-024-00	$25.00
092A-2590-025-00	$25.00
092A-2590-026-00	$25.00
092A-2590-027-00	$25.00
092A-2590-028-00	$25.00
092A-2590-029-00	$25.00
092A-2590-030-00	$25.00
092A-2590-031-00	$25.00
092A-2590-032-00	$25.00
092A-2590-033-00	$25.00
092A-2590-034-00	$25.00
092A-2590-035-00	$25.00
092A-2590-036-00	$25.00
092A-2590-037-00	$25.00
092A-2590-038-00	$25.00
092A-2590-039-00	$25.00
092A-2590-040-00	$25.00
092A-2590-041-00	$25.00
092A-2590-042-00	$25.00
092A-2590-043-00	$25.00
092A-2590-044-00	$25.00
092A-2590-045-00	$25.00
092A-2590-046-00	$25.00
092A-2590-047-00	$25.00
Total Parcels:	1,127
Total Assessment:	$28,175.00

NEWARK
california

Landscaping and Lighting District No. 15

Fiscal Year 2024-25
Preliminary Engineer's Report

June 13, 2024

Prepared by

FRANCISCO AND ASSOCIATES

Where Innovative Strategies
Fund Tomorrow's Communities

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ENGINEER'S REPORT
CITY OF NEWARK
LANDSCAPING AND LIGHTING DISTRICT NO. 15
FISCAL YEAR 2024-25

The undersigned, acting on behalf of Francisco & Associates respectfully submits the enclosed Engineer's Report as directed by the Newark City Council pursuant to the provisions of Article XIIID, Section 4 of the California Constitution, and the Landscape and Lighting Act of 1972 being Section 22500 et al of the California Streets and Highways Code (the "1972 Act"). The undersigned certifies that he is a Professional Engineer, registered in the State of California.

Dated: May 14, 2024

By: _____
Eduardo Espinoza, P.E.
RCE # 83709

SECTION I

INTRODUCTION

The City of Newark ("City") levies and collects special assessments on parcels within the City of Newark Landscaping and Lighting District No. 15 ("District") to maintain public improvements. The District was formed to provide a dedicated source of funding for the ongoing maintenance of median-landscape improvements benefiting parcels within the boundaries of the District.

The assessments and method of apportionment described in this Report utilize commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received as approved by the City Council at the time the District was formed.

The District generally consists of those properties along and fronting Iris Court. A reduced copy of the Assessment Diagram showing the exterior boundaries of the District is provided in Part C of this Report.

Compliance with the California Constitution

Assessments are levied annually within the District pursuant to the 1972 Act. All assessments described in this Report and approved by the City Council are prepared in accordance with the 1972 Act and are compliant with the provisions of the California Constitution Article XIIID ("Article XIIID"), which was enacted with the passage of Proposition 218 in November 1996. Pursuant to Article XIIID Section 5, certain existing assessments are exempt from the substantive and procedural requirements of Article XIIID Section 4. Specifically, Article XIIID Section 5(b) exempted:

> *"Any assessment imposed pursuant to a petition signed by the persons owning all of the parcels subject to the assessment at the time the assessment is initially imposed. Subsequent increases in such assessment shall be subject to the procedures and approval process set forth in Section 4."*

The City determined that the annual assessments originally established for the District were established by a petition signed by the persons owning all the parcels subject to the assessment at the time the assessment was originally proposed. As such, pursuant to Article XIIID Section 5(b), the pre–existing assessment amount has been exempted from the procedural requirements of Article XIIID Section 4 since the amount of the assessment has not increased since the passage of Proposition 218.

Any future increase in the assessment rate or substantial changes in the services provided would require that the District be brought into compliance with all the requirements of Article XIIID and would require the approval of the property owners subject to the assessment based upon a mailed ballot which would be sent to each property owner.

Current Annual Administration

As required by the 1972 Act, the Engineer's Report includes: (1) a description of the improvements to be operated, maintained, and serviced by the District, (2) a cost estimate for the District, and (3) a listing of the proposed Fiscal Year 2024-25 assessments to be levied upon each assessable lot or parcel within the District.

The City will hold a Public Hearing on July 11, 2024, regarding this District which will provide an opportunity for any interested person to be heard. At the conclusion of the Public Hearing, the City Council may adopt a resolution confirming the assessment rates as originally proposed or as modified.

Payment of these annual assessments for each parcel will be made in the same manner and at the same time as payments are made for their annual property taxes. All funds collected through the assessments must be placed in a special fund and can only be used for the purposes stated within this Report.

SECTION II

ENGINEER'S REPORT PREPARED FOR THE CITY OF NEWARK LANDSCAPING AND LIGHTING DISTRICT NO. 15 FISCAL YEAR 2024-25

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 of Division 15 of the Streets and Highways Code of the State of California), and in accordance with the Resolution of Initiation, being Resolution No. 11631, which directs the preparation and filing of the Engineer's Report, adopted by the City Council of the City of Newark, on April 11, 2024, the following Report was prepared consisting of Section I (Introduction), and this, Section II, which consists of five (5) parts as follows:

PART A: PLANS AND SPECIFICATIONS

This part describes the improvements maintained by the District. Plans and specifications for the improvements are on file in the Office of the Director of Public Works of the City of Newark and are incorporated herein by reference.

PART B: ESTIMATE OF COST

This part contains an estimate of the cost of the proposed improvements to be maintained for Fiscal Year 2024-25, including incidental costs and expenses in connection therewith. The estimate is attached hereto and is on file in the Office of the Director of Public Works of the City of Newark.

PART C: ASSESSMENT DISTRICT DIAGRAM

This part incorporates a Diagram of the District showing the exterior boundaries of the District, the boundaries of any zones within the District and the lines and dimensions of each lot or parcel of land within the District. This Diagram has been prepared by the Engineer of Work and is on file in the Office of the Director of Public Works of the City of Newark.

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference herein and made a part of this Report.

PART D: METHOD OF APPORTIONMENT OF ASSESSMENTS

This part describes the method of apportionment of assessments, based upon each parcel's classification within the District in proportion to the estimated special benefits to be received.

PART E: ASSESSMENT ROLL

This part contains an assessment of the estimated cost of the improvements apportioned to each benefited parcel of land within the District. The Assessment Roll is filed in the Office of the City Clerk of the City of Newark and is incorporated in this Report. The list is keyed to the records of the Alameda County Assessor, which are incorporated herein by reference.

PART A

PLANS AND SPECIFICATIONS

IMPROVEMENTS AND SERVICES PURSUANT TO THE 1972 ACT

The improvements and services authorized by the provisions of the Landscape and Lighting Act of 1972, being Part 2 of Division 15 of the Streets and Highways Code, commencing with Section 22500 (hereafter referred to as the "1972 Act"), that may be applicable to this District and associated assessments may include one or more of the following definitions:

- "Improvement" means one or any combination of the following:
    - The installation or planting of landscaping.
    - The installation or construction of statuary, fountains, and other ornamental structures and facilities.
    - The installation or construction of public lighting facilities, including, but not limited to, traffic signals.
    - The installation or construction of any facilities which are appurtenant to any of the forgoing, or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
    - The installation of park or recreational improvements, including, but not limited to all the following:
        - Land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks, and drainage.
        - Lights, playground equipment, play courts, and public restrooms.
    - The maintenance or servicing, or both, of any of the forgoing, and of any improvements authorized below.
    - The acquisition of land for park, recreational, or open space purposes.
    - The acquisition of any existing improvement otherwise authorized herein.
    - The acquisition or construction of any community center, municipal auditorium or hall, or similar public facility for the indoor presentation of performances, shows, stage productions, fairs, conventions, exhibitions, pageants, meetings, parties, or other group events, activities, or functions, whether those events, activities, or functions are public or private.

- "Incidental expenses" include all the following:
    - The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment.
    - The costs of printing, advertising, and giving of published, posted, and mailed notices.
    - Compensation payable to the county for collection of assessments.
    - Compensation of any engineer or attorney employed to render services in proceedings pursuant to this part.
    - Any other expenses incidental to the construction, installation, or maintenance and servicing of improvements.
    - Any expenses incidental to the construction, installation, or maintenance and servicing of the improvements.
    - Any expenses incidental to the issuance of bonds or notes.
    - Costs associated with any elections held for the approval of a new or increased assessment.

- "Landscaping" means trees, shrubs, grass, or other ornamental vegetation.

- "Maintain" or "maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation, and services of any improvement, including:
    - Repair, removal or replacement of all or any part of any improvement.
    - Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
    - The removal of trimmings, rubbish, debris, and other solid waste.
    - The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

- "Public lighting facilities" means all works or improvements used or useful for the lighting of any public places, including ornamental standards, luminaries, poles, supports, tunnels, manholes, vaults, conduits, pipes, wires, conductors, guys, stubs, platforms, braces, transformers, insulators, contacts, switches, capacitors, meters, communication circuits, appliances, attachments, and appurtenances.

- "Service" or "servicing" means the furnishing of:
    - Electric current or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements.
    - Water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

DESCRIPTION OF DISTRICT IMPROVEMENTS

The improvements, which have been constructed within the City, and those which may be subsequently constructed, operated, maintained, and serviced with District assessments are generally described as follows:

The maintenance and operation of landscaping within the easement areas and the public right-of-way along Robertson Avenue fronting the District.

Improvement diagrams have been prepared identifying all improvements and areas that are to be maintained by the District. A copy of this diagram is on file with the City's Public Works Department.

PART B

ESTIMATE OF COSTS

The 1972 Act requires that a special fund be set up for the collection of revenues and expenditures of the District. The Act provides that the total cost of construction, operation, and maintenance and servicing of the public improvements specified in Part A of this Report can be recovered by the District. Incidental expenses including administration of the District, engineering fees, legal fees and all other costs associated with the construction, operation and maintenance and servicing of the Districts can also be included.

The 1972 Act also requires that a special fund be set up for the revenues and expenditures of the District. Funds raised from the assessments shall be used only for the expenditures represented above. A contribution to the District by the City may be made to reduce assessments as the City deems appropriate. Any balance remaining on July 1 at the end of the fiscal year must be carried over to the next fiscal year unless the funds are being accumulated for future capital replacement projects or operating reserves.

The following table provides a summary of the estimated District revenues and cost estimates for Fiscal Year 2024-25.

Landscaping and Lighting District No. 15 Fiscal Year 2024-25 Cost Estimate	
Projected Revenues	
Assessment Revenue	$5,046
Non-Assessment Revenues[1]	$575
Total Projected Revenues	**$5,621**
Projected Expenses	
Contract Services	$1,333
Utilities	$900
Administration and Incidentals	$2,497
County Collection Fees	$86
Unforeseen Maintenance and Repairs[2]	$241
Total Projected Expenses	**$5,057**
Projected Fund Balance	
Beginning Fund Balance - July 1, 2024	$38,357
Reserve Fund Collection Increase/(Decrease)	$564
Ending Fund Balance - June 30, 2025	$38,921
Recommended Operating Reserves	$2,408
Available Operating Reserves	$2,408
Available Capital Reserves	$36,513

[1]Non-Assessment Revenue includes interest earnings estimated at 1.5% of Projected Beginning Fund Balance and any other non-assessment revenue sources.

[2]Unforeseen Maintenance and Repairs are assumed to be 5% of the Projected Expenses.

The purpose of the various reserves is to ensure the District will have funds available for cashflow purposes and to repair or reconstruct the improvements that are the responsibility of the District.

The Recommended Operating Reserve target is fifty percent (50%) of the projected expenditures. Maintaining a fully funded Operating Reserve eliminates the need for the City to transfer funds from non-District accounts to pay for operational expenses during the first half of the fiscal year and provides the District with sufficient funds to address any unforeseen or unusual expenditures that may occur during the year.

The purpose of collecting and holding funds in a Capital Reserve is so that when improvements need to be replaced or expenditures are greater than can be conveniently raised from a single year's assessment, funds are available so that the District can respond and address the need promptly.

PART C

ASSESSMENT DISTRICT DIAGRAM

The boundaries of the District are shown herein. The Diagram is on file in the Public Works Department of the City and shown on the following page of this Engineer's Report. The lines and dimensions of each parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year in which this Report was prepared and are incorporated by reference herein and made part of this Report.

A reduced copy of the Assessment Diagram is shown on the following page.

LANDSCAPING AND LIGHTING DISTRICT NO. 15
(IRIS COURT)
ASSESSMENT DIAGRAM

PART D

METHOD OF APPORTIONMENT OF ASSESSMENTS

This section explains the benefits to be derived from the improvements and the methodology used to apportion the total costs of the improvements to properties within the District.

The method used for apportioning the assessment is based upon the relative special benefits to be derived by the properties in the District and any established benefit zones. The assessment is apportioned to each parcel in proportion to the relative cost of the special benefits from the improvements.

General

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of public lights, landscaping, and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

The formula used for calculating assessments in the District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel.

In addition, the 1972 Act permits the designation of zones of benefit within any individual assessment district if "by reasons or variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvement." Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax".

Discussion of Benefit

Each of the improvements have been carefully reviewed by the City and the corresponding assessments have been proportionately spread to each parcel based on the special benefits conferred to property from the improvements as determined at the time the District was established. The District consists of all Assessor Parcels within the boundaries of the District. The method of apportioning costs and assessing properties is based upon the proportional special benefits to be conferred by the improvements and services to the properties within the boundaries of the District. The apportioning of special benefit is a two-step process: the first step is to identify the types of special benefits arising from the improvements and services, and the second step is to allocate the costs and assign assessments to property based on the estimates of the special benefit being conferred to each property.

In summary, the assessments can only be levied based on the special benefit to property conferred from the installation, maintenance, and servicing of the improvements funded by the District. These special benefits are not dependent on any one property owner's use of the District's improvements or their specific demographic status. The basis for these special benefits comes from statutes approved by the California Legislature and other studies that describe the types of benefits received by property from such improvements. The identified special benefits conferred to property from the improvements can be summarized as follows:

- Improved aesthetics:
  - Well-maintained and attractive landscaping enhances the overall appearance and desirability of the area, making it visually appealing to property owners and visitors.

- Increased property values:
  - Attractive and well-maintained landscaping can increase the desirability of nearby properties, potentially leading to higher property values.

- Safety:
  - Landscaping helps calm traffic and reduce speeds, creating a safer environment for people traveling to and from properties within the District. It also acts as a physical buffer between roadways and properties within the District.

- Noise reduction:
  - Trees and plants help absorb traffic noise and create a buffer between the road and nearby properties, reducing noise levels and creating a more peaceful environment.

- Reduced pollution:
  - Trees and plants aid in filtering pollutants from the air, improving air quality and creating a healthier environment for properties in proximity to the landscape.

These benefits, when applied to property in the District, specifically increase the utility of the property within the District. For example, the assessments provide funding to maintain the landscaping that improves safety and provides visual and environmental benefits to the properties within the District. Such improved and well-maintained public facilities enhance the overall usability, quality, desirability, and safety of the properties.

Method of Assessment

This process of apportioning assessments to each property involves determining the relative special benefit received by each property from the improvements and services. Therefore, the City and Engineer at the time of formation determined that each parcel within the boundaries of the District receives a similar benefit from the improvements. Therefore, the most appropriate method of apportioning costs was determined to be spreading all District costs equally to each parcel in the District. This methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of assessments.

In Fiscal Year 2024-25, the City proposes to collect the maximum assessment revenue from the assessable parcels located in the District, which amounts to $174.00 per parcel to be levied. A listing of each assessable parcel and their proposed Fiscal Year 2024-25 assessment is on the Assessment Roll in Part E of this Report.

Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts, and public parkways (all of which are typically not assigned an Assessor's Parcel Number (APN) by the County). Also exempted from the assessment would be public agency owned property, utility rights-of-ways, common areas (such as in condominium complexes or those that are owned by a Homeowner's or Property Owner's Association), and any other property that is deemed to be unable to develop by the City. These types of parcels do not benefit from the improvements.

Appeals and Interpretations

Any property owner who feels that the assessment levied on the subject property is in error because of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with City Engineer or his or her designee. Any such appeal is limited to correction of an assessment during the then current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the City Engineer or his or her designee will promptly review the appeal and any information provided by the property owner. If the City Engineer or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the City Engineer or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any property owner who disagrees with the decision of the City Engineer or her or his designee may refer their appeal to the City Council and the decision of the City Council shall be final.

PART E

ASSESSMENT ROLL

A list of names and addresses of the owners of all parcels, and the description of each parcel within the District is shown on the last equalized Secured Property Tax Roll of the Alameda County Assessor, which by reference is hereby made a part of this Report.

This list is keyed to the Assessor's Parcel Numbers as shown on the Assessment Roll, which includes the proposed amount of assessments for Fiscal Year 2024-25 apportioned to each parcel. The Assessment Roll is on file in the Public Works Department of the City and is included in this Report beginning on the next page.

The total proposed assessment for Fiscal Year 2024-25 is $5,046.00**.**

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 15
ASSESSMENT ROLL
FISCAL YEAR 2024-25

Assessor's Parcel Number	Assessment Amount
092A-2376-031-00	$174.00
092A-2376-032-00	$174.00
092A-2376-033-00	$174.00
092A-2376-034-00	$174.00
092A-2376-035-00	$174.00
092A-2376-036-00	$174.00
092A-2376-037-00	$174.00
092A-2376-038-00	$174.00
092A-2376-039-00	$174.00
092A-2376-040-00	$174.00
092A-2376-041-00	$174.00
092A-2376-042-00	$174.00
092A-2376-043-00	$174.00
092A-2376-044-00	$174.00
092A-2376-045-00	$174.00
092A-2376-046-00	$174.00
092A-2376-047-00	$174.00
092A-2376-048-00	$174.00
092A-2376-049-00	$174.00
092A-2376-050-00	$174.00
092A-2376-051-00	$174.00
092A-2376-052-00	$174.00
092A-2376-053-00	$174.00
092A-2376-054-00	$174.00
092A-2376-055-00	$174.00
092A-2376-056-00	$174.00
092A-2376-057-00	$174.00
092A-2376-058-00	$174.00
092A-2376-059-00	$174.00
Total Parcels:	29
Total Assessment:	$5,046.00

NEWARK
california

Landscaping and Lighting District No. 16

Fiscal Year 2024-25
Preliminary Engineer's Report

June 13, 2024

Prepared by

FRANCISCO AND ASSOCIATES

Where Innovative Strategies
Fund Tomorrow's Communities

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ENGINEER'S REPORT
CITY OF NEWARK
LANDSCAPING AND LIGHTING DISTRICT NO. 16
FISCAL YEAR 2024-25

The undersigned, acting on behalf of Francisco & Associates respectfully submits the enclosed Engineer's Report as directed by the Newark City Council pursuant to the provisions of Article XIIID, Section 4 of the California Constitution, and the Landscape and Lighting Act of 1972 being Section 22500 et al of the California Streets and Highways Code (the "1972 Act"). The undersigned certifies that he is a Professional Engineer, registered in the State of California.

Dated: May 14, 2024

By: _____
Eduardo Espinoza, P.E.
RCE # 83709

SECTION I

INTRODUCTION

The City of Newark ("City") levies and collects special assessments on parcels within the City of Newark Landscaping and Lighting District No. 16 ("District") to maintain public improvements. The District was formed in May of 1999 to provide a dedicated source of funding for the ongoing maintenance of landscaping and park improvements benefiting parcels within the boundaries of the District.

The assessments and method of apportionment described in this Report utilize commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received as approved by the City Council at the time the District was formed.

The District generally consists of those properties within the development east of Kiote Drive, along Rinconada Court, Crystal Springs Court, Tanforan Court, and Silverado Place. A reduced copy of the Assessment Diagram showing the exterior boundaries of the District is provided in Part C of this Report.

Impacts of Proposition 218

On November 5, 1996 California voters approved Proposition 218 entitled "Right to Vote on Taxes Act" which added Articles XIIIC and XIIID to the California Constitution. While its title refers only to taxes, Proposition 218 established new procedural requirements for the formation and administration of assessment districts.

These new procedures stipulate that even if assessments are initially exempt from Proposition 218, future increases in assessments must comply with the provisions of Proposition 218. However, if the increase in assessments were anticipated in the assessment formula (e.g., CPI increase or assessment cap) then the assessment would comply with the intent and provisions of Proposition 218.

Current Annual Administration

As required by the 1972 Act, the Engineer's Report includes: (1) a description of the improvements to be operated, maintained, and serviced by the District, (2) a cost estimate for the District, and (3) a listing of the proposed Fiscal Year 2024-25 assessments to be levied upon each assessable lot or parcel within the District.

The City will hold a Public Hearing on July 11, 2024, regarding this District which will provide an opportunity for any interested person to be heard. At the conclusion of the Public Hearing, the City Council may adopt a resolution confirming the assessment rates as originally proposed or as modified. Payment of annual assessments for each parcel will be made in the same manner and at the same time as payments are made for their annual property taxes. All funds collected through the assessments must be placed in a special fund and can only be used for the purposes stated within this Report.

SECTION II

ENGINEER'S REPORT PREPARED FOR THE CITY OF NEWARK LANDSCAPING AND LIGHTING DISTRICT NO. 16 FISCAL YEAR 2024-25

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 of Division 15 of the Streets and Highways Code of the State of California), and in accordance with the Resolution of Initiation, being Resolution No. 11631, which directs the preparation and filing of the Engineer's Report, adopted by the City Council of the City of Newark, on April 11, 2024, the following Report was prepared consisting of Section I (Introduction), and this, Section II, which consists of five (5) parts as follows:

PART A: PLANS AND SPECIFICATIONS

This part describes the improvements maintained by the District. Plans and specifications for the improvements are on file in the Office of the Director of Public Works of the City of Newark and are incorporated herein by reference.

PART B: ESTIMATE OF COST

This part contains an estimate of the cost of the proposed improvements to be maintained for Fiscal Year 2024-25, including incidental costs and expenses in connection therewith. The estimate is attached hereto and is on file in the Office of the Director of Public Works of the City of Newark.

PART C: ASSESSMENT DISTRICT DIAGRAM

This part incorporates a Diagram of the District showing the exterior boundaries of the District, the boundaries of any zones within the District and the lines and dimensions of each lot or parcel of land within the District. This Diagram has been prepared by the Engineer of Work and is on file in the Office of the Director of Public Works of the City of Newark.

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference herein and made a part of this Report.

PART D: METHOD OF APPORTIONMENT OF ASSESSMENTS

This part describes the method of apportionment of assessments, based upon each parcel's classification within the District in proportion to the estimated special benefits to be received.

PART E: ASSESSMENT ROLL

This part contains an assessment of the estimated cost of the improvements apportioned to each benefited parcel of land within the District. The Assessment Roll is filed in the Office of the City Clerk of the City of Newark and is incorporated in this Report. The list is keyed to the records of the Alameda County Assessor, which are incorporated herein by reference.

PART A

PLANS AND SPECIFICATIONS

IMPROVEMENTS AND SERVICES PURSUANT TO THE 1972 ACT

The improvements and services authorized by the provisions of the Landscape and Lighting Act of 1972, being Part 2 of Division 15 of the Streets and Highways Code, commencing with Section 22500 (hereafter referred to as the "1972 Act"), that may be applicable to this District and associated assessments may include one or more of the following definitions:

- "Improvement" means one or any combination of the following:
    - The installation or planting of landscaping.
    - The installation or construction of statuary, fountains, and other ornamental structures and facilities.
    - The installation or construction of public lighting facilities, including, but not limited to, traffic signals.
    - The installation or construction of any facilities which are appurtenant to any of the forgoing, or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
    - The installation of park or recreational improvements, including, but not limited to all the following:
        - Land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks, and drainage.
        - Lights, playground equipment, play courts, and public restrooms.
    - The maintenance or servicing, or both, of any of the forgoing, and of any improvements authorized below.
    - The acquisition of land for park, recreational, or open space purposes.
    - The acquisition of any existing improvement otherwise authorized herein.
    - The acquisition or construction of any community center, municipal auditorium or hall, or similar public facility for the indoor presentation of performances, shows, stage productions, fairs, conventions, exhibitions, pageants, meetings, parties, or other group events, activities, or functions, whether those events, activities, or functions are public or private.

- "Incidental expenses" include all the following:
    - The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment.
    - The costs of printing, advertising, and giving of published, posted, and mailed notices.
    - Compensation payable to the county for collection of assessments.
    - Compensation of any engineer or attorney employed to render services in proceedings pursuant to this part.
    - Any other expenses incidental to the construction, installation, or maintenance and servicing of improvements.
    - Any expenses incidental to the construction, installation, or maintenance and servicing of the improvements.
    - Any expenses incidental to the issuance of bonds or notes.
    - Costs associated with any elections held for the approval of a new or increased assessment.

- "Landscaping" means trees, shrubs, grass, or other ornamental vegetation.

- "Maintain" or "maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation, and services of any improvement, including:
    - Repair, removal or replacement of all or any part of any improvement.
    - Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
    - The removal of trimmings, rubbish, debris, and other solid waste.
    - The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

- "Public lighting facilities" means all works or improvements used or useful for the lighting of any public places, including ornamental standards, luminaries, poles, supports, tunnels, manholes, vaults, conduits, pipes, wires, conductors, guys, stubs, platforms, braces, transformers, insulators, contacts, switches, capacitors, meters, communication circuits, appliances, attachments, and appurtenances.

- "Service" or "servicing" means the furnishing of:
    - Electric current or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements.
    - Water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

DESCRIPTION OF DISTRICT IMPROVEMENTS

The improvements, which have been constructed within the City, and those which may be subsequently constructed, operated, maintained, and serviced with District assessments are generally described as follows:

- The Landscape Improvements include, but are not limited to landscaping, planting, turf, trees, irrigation systems, and fixtures in public street and sidewalk rights-of-way, including parkways and other easements dedicated to the City within, and adjacent to, the District.
- The Park Improvements include but are not limited to landscaping, planting, shrubbery, trees, irrigation systems, hardscapes and fixtures, trails, and open space areas.

A more detailed description of the facilities which either have or will be constructed, operated, maintained, and serviced are generally described as follows.

> 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, and recreation facilities related to the mini park common area shown as Parcel A on the Tract Map.

Improvement diagrams have been prepared identifying all improvements and areas that are to be maintained by the District. A copy of these diagrams is on file with the City's Public Works Department.

PART B

ESTIMATE OF COSTS

The 1972 Act requires that a special fund be set up for the collection of revenues and expenditures of the District. The Act provides that the total cost of construction, operation, and maintenance and servicing of the public improvements specified in Part A of this Report can be recovered by the District. Incidental expenses including administration of the District, engineering fees, legal fees and all other costs associated with the construction, operation and maintenance and servicing of the District can also be included.

Funds raised from the assessments shall be used only for the expenditures represented above. A contribution to the District by the City may be made to reduce assessments as the City deems appropriate. Any balance remaining on July 1 at the end of the fiscal year must be carried over to the next fiscal year unless the funds are being accumulated for future capital replacement projects or operating reserves.

The following table provides a summary of the estimated District revenues and cost estimates for Fiscal Year 2024-25.

Landscaping and Lighting District No. 16 Fiscal Year 2024-25 Cost Estimate	
Projected Revenues	
Assessment Revenue	$19,903
Non-Assessment Revenues[1]	$1,388
Total Projected Revenues	**$21,291**
Projected Expenses	
Contract Services	$3,575
Utilities	$10,000
Administration and Incidentals	$7,581
County Collection Fees	$338
Unforeseen Maintenance and Repairs[2]	$1,075
Total Projected Expenses	**$22,569**
Projected Fund Balance	
Beginning Fund Balance - July 1, 2024	$62,442
Reserve Fund Collection Increase/(Decrease)	($1,278)
Ending Fund Balance - June 30, 2025	$61,164
Recommended Operating Reserves	$10,747
Available Operating Reserves	$10,747
Available Capital Reserves	$50,417

[1]Non-Assessment Revenues include interest earnings estimated at 1.5% of Projected Beginning Fund Balance and the City contribution in the amount of $451 for General Benefits conferred to the public at large.

[2]Unforeseen Maintenance and Repairs are assumed to be 5% of the Projected Expenses.

The purpose of the various reserves is to ensure the District will have funds available for cashflow purposes and to repair or reconstruct the improvements that are the responsibility of the District.

The Recommended Operating Reserve target is fifty percent (50%) of the projected expenditures. Maintaining a fully funded Operating Reserve eliminates the need for the City to transfer funds from non-District accounts to pay for operational expenses during the first half of the fiscal year and provides the District with sufficient funds to address any unforeseen or unusual expenditures that may occur during the year.

The purpose of collecting and holding funds in a Capital Reserve is so that when improvements need to be replaced or expenditures are greater than can be conveniently raised from a single year's assessment, funds are available so that the District can respond and address the need promptly.

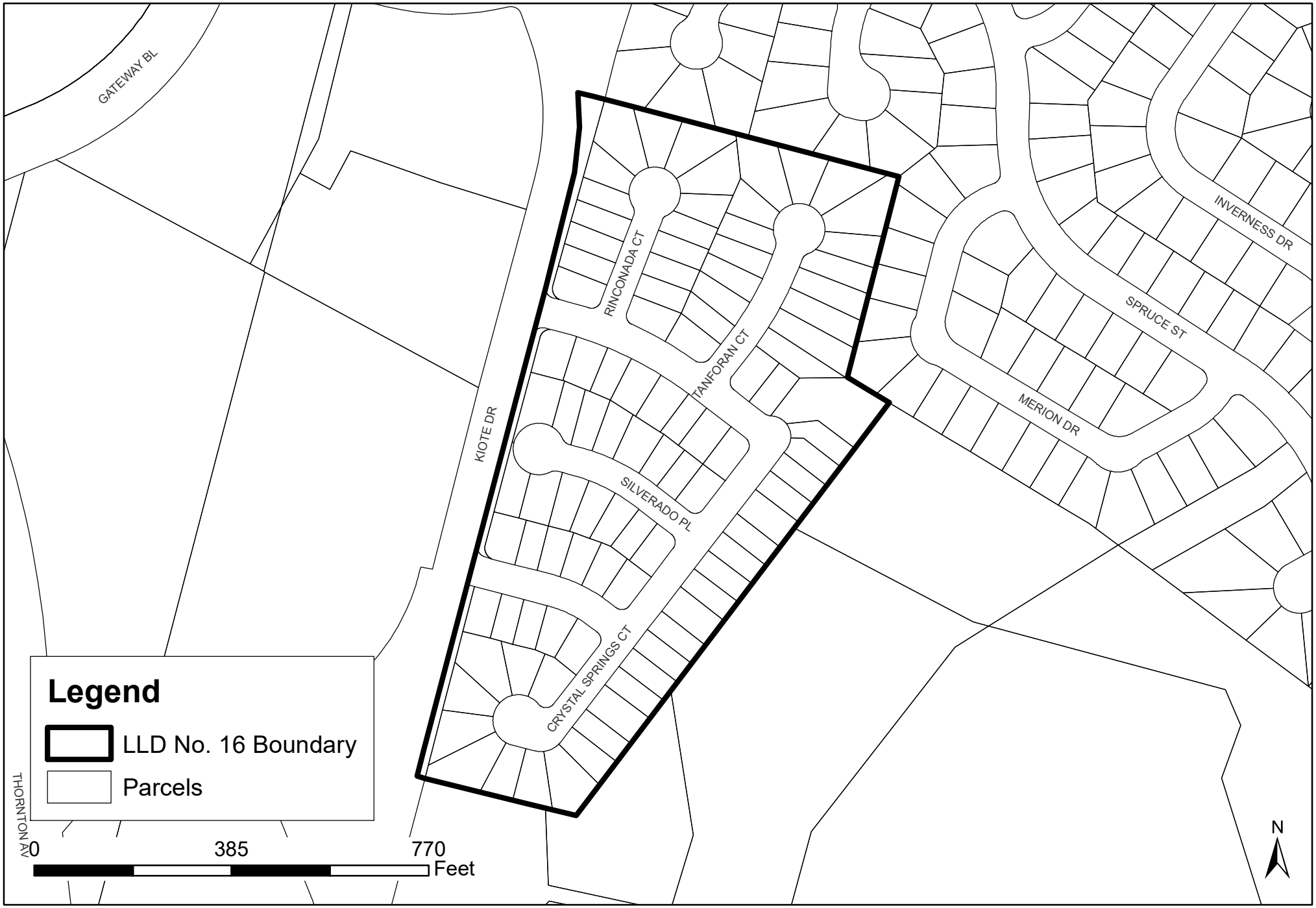
PART C

ASSESSMENT DISTRICT DIAGRAM

The boundaries of the District are shown herein. The Diagram is on file in the Public Works Department of the City and shown on the following page of this Engineer's Report. The lines and dimensions of each parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year in which this Report was prepared and are incorporated by reference herein and made part of this Report.

A reduced copy of the Assessment Diagram is shown on the following page.

LANDSCAPING AND LIGHTING DISTRICT NO. 16
(PUITE HOMES/TRACT 6671)
ASSESSMENT DIAGRAM



PART D

METHOD OF APPORTIONMENT OF ASSESSMENTS

This section explains the benefits to be derived from the improvements and the methodology used to apportion the total costs of the improvements to properties within the District.

The method used for apportioning the assessment is based upon the relative special benefits to be derived by the properties in the District and any established benefit zones. The assessment is apportioned to each parcel in proportion to the relative cost of the special benefits from the improvements.

General

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of streetlights, landscaping, parks, trails, open space, and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

The formula used for calculating assessments in the District therefore needs to reflect the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel.

In addition, Article XIIID, of the California Constitution limits the amount of any assessment to the proportional "special benefit" conferred on the property. Article XIIID provides that only special benefits are assessable, and the City must separate the general benefits from the special benefits conferred on a parcel. There is no widely accepted or statutory formula for determining general and special benefit. However, the constitution states that a special benefit is different from a general benefit in that it is "particular and distinct" and "over and above" general benefits received by other properties.

The 1972 Act permits the designation of zones of benefit within any individual assessment district if "by reasons or variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvement." Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax".

Article XIIID provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment. Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts and public parkways, utility easements, and that portion of public property that is not developed and used for business purposes similar to private residential, commercial, industrial, and institutional activities.

The amount to be assessed may be apportioned by any formula or method which fairly distributes the amount among all assessable lots or parcels. In order for the City to separate out the general and special benefits for each improvement type, an analysis of each improvement was conducted. The analysis reviewed the purpose and users of each improvement, and then identified the properties that benefit from the improvement, and then allocated the costs to maintain, service, and replace each improvement type to each identified property.

Because general benefits are not assessable, any costs associated with general benefits are to be paid for by the City. Only the costs associated with the special benefits conferred on property within District from the authorized improvements are assessable, and therefore assessed herein. A summary of the benefits conferred by the improvements is described below.

Discussion of Benefit

Each of the improvements have been carefully reviewed by the City and the corresponding assessments have been proportionately spread to each parcel based on the special benefits conferred to property from the improvements as determined at the time the District was formed.

The District consists of all Assessor Parcels within the boundaries of the District. The method of apportioning costs and assessing properties is based upon the proportional special benefits to be conferred by the improvements and services within the boundaries of the District. The apportioning of special benefit is a two-step process: the first step is to identify the types of special benefits arising from the improvements and services, and the second step is to allocate the costs and assign assessments to property based on the estimates of the special benefit being conferred to each property.

In determining the proportionate special benefit derived by each identified parcel, the proximity of the parcel to the public improvements detailed in Part A above, and the capital, maintenance, and operating costs of said public improvements, was considered and analyzed. Due to the close proximity of the parcels to the improvements detailed in Part A above, it has been demonstrated and determined that the parcels are uniquely benefited by, and receive a direct advantage from, and are conferred a particular and distinct special benefit over and above general benefits by said public improvements in a way that is particular and distinct from its effect on other parcels, and that real property in general and the public at large do not share.

In summary, the assessments can only be levied based on the special benefit to property conferred from the installation, maintenance, and servicing of the improvements funded by the District. These special benefits are not dependent on any one property owner's use of the improvements or their specific demographic status. The basis for these special benefits comes from statutes approved by the California Legislature and other studies that describe the types of benefits received by property from such improvements. The identified special benefits conferred to property from the improvements are summarized as follows.

Special Benefit from Landscape Maintenance

All parcels within the District receive special benefit from Landscape Maintenance. Trees, landscaping, hardscapes, ornamental structures, and appurtenant facilities, if well maintained, confer a particular and distinct special benefit upon real property within the District by providing beautification, shade and positive enhancement of the community character, attractiveness, and desirability of the surroundings. The landscape surrounding the development also acts as a buffer between nearby properties and the roadways improving the overall safety of properties within the development. In addition, the trees and plantings adjacent to the development help absorb noise and create a buffer between the road and nearby properties, reducing noise levels and creating a more peaceful environment. In addition, all the aforementioned contribute to a specific increase in property desirability and a specific enhancement of the property value of each parcel within the District.

In Parkways and Land Values, written by John Nolan and Henry V. Hubbard in 1937, it is stated:

> " ... there is no lack of opinion, based on general principles and experience and common sense, that parkways do in fact add value to property, even though the amount cannot be determined exactly .... Indeed, in most cases where public money has been spent on parkways the assumption has been made that the proposed parkway will show a provable financial profit to the City. It has been believed that the establishment of parkways causes a rise in real estate values throughout the City, or in parts of the City, ... "

It should be noted that the definition of "parkways" above may include the roadway as well as the landscaping alongside the roadway.

Special Benefit from Park Maintenance

All parcels within District receive special benefit from Park Maintenance. The overall quality of life and desirability of an area is enhanced, when public parks and recreational facilities are in place, improved, operable, safe, clean, and properly maintained. Conversely, property desirability decreases when park and recreational facilities are unsafe or destroyed by the elements or vandalism.

Property desirability in an area also increases when there is an increase in the number of parks, recreation centers and sports facilities. These park and recreational facilities enable property owners to participate in sporting events, leisure activities, picnics, organized social events, and other miscellaneous activities.

Studies in several communities, including counties and cities throughout the United States, have indicated that recreation areas and facilities, if well maintained and wisely administered, have caused a marked increase in the property values of parcels in the community. Consequently, such recreation and park facilities have proved a potent factor in maintaining a sound economic condition and a high standard of livability in the community. These studies confirm the opinion, long held by planning authorities, as to the economic value of parks and recreational facilities in a community.

> *"The recreation value is realized as a rise in the value of land and other property in or near the recreation area, and is of both private interest to the landowner and others, holding an economic stake in the area, and of public interest to the taxpayers, who have a stake ...." (National Recreation and Park Association, June 1985)*
>
> *"Recreation and park amenities are central components in establishing the quality of life in a community. ... [Businesses'] main resource is their employees for whom quality of life is an important issue… The availability and attractiveness of local parks and programs influences some companies' relocation decisions. ... the presence of a park encourages real estate development around it.... ". (California Parks & Recreation, Winter 1997)*

The benefit of parks and other recreational facilities to residential and commercial/industrial properties has been summarized by several studies. The United States Department of the Interior, National Park Service, in a publication from June 1984, concluded that:

- Parks and recreation stimulate business and generate tax revenues
- Parks and recreation help conserve land, energy, and resources
- An investment in parks and recreation helps reduce pollution and noise, makes communities more livable, and increases property values
- Public recreation benefits all residents and employers by providing continuing opportunities to maintain a level of fitness throughout one's working life, and through helping individuals cope with the stress of a fast-paced and demanding life

Proper maintenance and operation of the mini park within the District benefits those properties within the development by providing environmental quality and recreational enhancement.

General Benefit

Since the in-tract streets within the development are designed to have minimal flow through traffic and the mini park within the District was designed for use by the properties within the District, there are few reasons for the public to visit the mini park or vehicles to access the in-tract streets unless their destination is to or from a single-family residential parcel within the development. However, it is reasonable to conclude that members of the public may use the mini park and vehicular traffic may on a rare occasion utilize the in-tract streets due to the need to turn around or a mistaken turn into the development. These rare circumstances where a pedestrian uses the mini park or a vehicle mistakenly uses the in-tract streets, have been determined to be a rare and infrequent circumstance. Even though these are rare and infrequent circumstances, they must be accounted for and cannot be assessed to the properties within the Districts. Therefore, based on low likelihood of the general public visiting the mini park and minimal if any flow-through traffic, it is conservatively estimated that approximately 98% of the annual trips to the mini park or along local in-tract roadways within the development would be a special and direct benefit to the parcels within the District and 2% of the annual trips to the mini park or along local in-tract roadways within the development would be a general benefit.

The share of costs attributable to the general benefits associated with the District improvements cannot be assessed to properties within the District, but are required to be paid by some other source, such as the City's General Fund.

Method of Assessment

This process of apportioning assessments to each property involves determining the relative special benefit received by each property from the improvements and services. Therefore, the City and Engineer at the time of formation determined that each parcel within the boundaries of the District receives a similar benefit from the improvements. Therefore, the most appropriate method of apportioning costs was determined to be spreading all District costs equally to each parcel in the District. This methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of assessments.

In Fiscal Year 2024-25, the City proposes to generate the maximum assessment revenue from the assessable parcels located in the District, which amounts to $209.50 per parcel to be levied. A listing of each assessable parcel and their proposed Fiscal Year 2024-25 assessment is on the Assessment Roll in Part E of this Report.

Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts, and public parkways (all of which are typically not assigned an Assessor's Parcel Number (APN) by the County). Also exempted from the assessment would be public agency owned property, utility rights-of-ways, common areas (such as in condominium complexes or those that are owned by a Homeowner's or Property Owner's Association), and any other property that is deemed to be unable to develop by the City. These types of parcels do not benefit from the improvements.

Appeals and Interpretations

Any property owner who feels that the assessment levied on the subject property is in error because of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with City Engineer or his or her designee. Any such appeal is limited to correction of an assessment during the then current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the City Engineer or his or her designee will promptly review the appeal and any information provided by the property owner. If the City Engineer or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the City Engineer or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any property owner who disagrees with the decision of the City Engineer or her or his designee may refer their appeal to the City Council and the decision of the City Council shall be final.

PART E

ASSESSMENT ROLL

A list of names and addresses of the owners of all parcels, and the description of each parcel within the District is shown on the last equalized Secured Property Tax Roll of the Alameda County Assessor, which by reference is hereby made a part of this Report.

This list is keyed to the Assessor's Parcel Numbers as shown on the Assessment Roll, which includes the proposed amount of assessments for Fiscal Year 2024-25 apportioned to each parcel. The Assessment Roll is on file in the Public Works Department of the City and is included in this Report beginning on the next page.

The total proposed assessment for Fiscal Year 2024-25 is $19,902.50.

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 16
ASSESSMENT ROLL
FISCAL YEAR 2024-25

Assessor's Parcel Number	Assessment Amount
092A-2597-001-00	$209.50
092A-2597-002-00	$209.50
092A-2597-003-00	$209.50
092A-2597-004-00	$209.50
092A-2597-005-00	$209.50
092A-2597-006-00	$209.50
092A-2597-007-00	$209.50
092A-2597-008-00	$209.50
092A-2597-009-00	$209.50
092A-2597-010-00	$209.50
092A-2597-011-00	$209.50
092A-2597-012-00	$209.50
092A-2597-013-00	$209.50
092A-2597-014-00	$209.50
092A-2597-015-00	$209.50
092A-2597-016-00	$209.50
092A-2597-017-00	$209.50
092A-2597-018-00	$209.50
092A-2597-019-00	$209.50
092A-2597-020-00	$209.50
092A-2597-021-00	$209.50
092A-2597-022-00	$209.50
092A-2597-023-00	$209.50
092A-2597-024-00	$209.50
092A-2597-025-00	$209.50
092A-2597-026-00	$209.50
092A-2597-027-00	$209.50
092A-2597-028-00	$209.50
092A-2597-029-00	$209.50
092A-2597-030-00	$209.50
092A-2597-031-00	$209.50
092A-2597-032-00	$209.50
092A-2597-033-00	$209.50
092A-2597-034-00	$209.50
092A-2597-035-00	$209.50
092A-2597-036-00	$209.50
092A-2597-037-00	$209.50
092A-2597-038-00	$209.50
092A-2597-039-00	$209.50
092A-2597-040-00	$209.50
092A-2597-041-00	$209.50
092A-2597-042-00	$209.50
092A-2597-043-00	$209.50
092A-2597-044-00	$209.50
092A-2597-045-00	$209.50
092A-2597-046-00	$209.50
092A-2597-047-00	$209.50
092A-2597-048-00	$209.50
092A-2597-049-00	$209.50
092A-2597-050-00	$209.50
092A-2597-051-00	$209.50
092A-2597-052-00	$209.50
092A-2597-053-00	$209.50
092A-2597-054-00	$209.50
092A-2597-055-00	$209.50
092A-2597-056-00	$209.50
092A-2597-057-00	$209.50
092A-2597-058-00	$209.50
092A-2597-059-00	$209.50
092A-2597-060-00	$209.50
092A-2597-061-00	$209.50
092A-2597-062-00	$209.50
092A-2597-063-00	$209.50
092A-2597-064-00	$209.50
092A-2597-065-00	$209.50
092A-2597-066-00	$209.50
092A-2597-067-00	$209.50
092A-2597-068-00	$209.50
092A-2597-069-00	$209.50
092A-2597-070-00	$209.50
092A-2597-071-00	$209.50
092A-2597-072-00	$209.50
092A-2597-073-00	$209.50
092A-2597-074-00	$209.50
092A-2597-075-00	$209.50
092A-2597-076-00	$209.50
092A-2597-077-00	$209.50
092A-2597-078-00	$209.50
092A-2597-079-00	$209.50
092A-2597-080-00	$209.50
092A-2597-081-00	$209.50
092A-2597-082-00	$209.50
092A-2597-083-00	$209.50
092A-2597-084-00	$209.50
092A-2597-085-00	$209.50
092A-2597-086-00	$209.50
092A-2597-087-00	$209.50
092A-2597-088-00	$209.50
092A-2597-089-00	$209.50
092A-2597-090-00	$209.50
092A-2597-091-00	$209.50
092A-2597-092-00	$209.50
092A-2597-093-00	$209.50
092A-2597-094-00	$209.50
092A-2597-095-00	$209.50
Total Parcels:	95
Total Assessment:	$19,902.50

NEWARK
california

Landscaping and Lighting District No. 17

Fiscal Year 2024-25
Preliminary Engineer's Report

June 13, 2024

Prepared by

FRANCISCO AND ASSOCIATES

Where Innovative Strategies
Fund Tomorrow's Communities

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ENGINEER'S REPORT
CITY OF NEWARK
LANDSCAPING AND LIGHTING DISTRICT NO. 17
FISCAL YEAR 2024-25

The undersigned, acting on behalf of Francisco & Associates respectfully submits the enclosed Engineer's Report as directed by the Newark City Council pursuant to the provisions of Article XIIID, Section 4 of the California Constitution, and the Landscape and Lighting Act of 1972 being Section 22500 et al of the California Streets and Highways Code (the "1972 Act"). The undersigned certifies that he is a Professional Engineer, registered in the State of California.

Dated: May 14, 2024

By: _____
Eduardo Espinoza, P.E.
RCE # 83709

SECTION I

INTRODUCTION

The City of Newark ("City") levies and collects special assessments on parcels within the City of Newark Landscaping and Lighting District No. 17 ("District") to maintain public improvements. The District was formed in May of 2004 to provide a dedicated source of funding for the ongoing maintenance of landscaping improvements benefiting property within the boundaries of the District.

The assessments and method of apportionment described in this Report utilize commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received as approved by the City Council at the time the District was formed.

The District generally consists of those properties within the infill development of Tract 7004 north of Mayhews Landing Road, along Dijon Drive, and south of Bellhaven Avenue. A reduced copy of the Assessment Diagram showing the exterior boundaries of the District is provided in Part C of this Report.

Impacts of Proposition 218

On November 5, 1996 California voters approved Proposition 218 entitled "Right to Vote on Taxes Act" which added Articles XIIIC and XIIID to the California Constitution. While its title refers only to taxes, Proposition 218 established new procedural requirements for the formation and administration of assessment districts.

These new procedures stipulate that even if assessments are initially exempt from Proposition 218, future increases in assessments must comply with the provisions of Proposition 218. However, if the increase in assessments were anticipated in the assessment formula (e.g., CPI increase or assessment cap) then the assessment would comply with the intent and provisions of Proposition 218.

Current Annual Administration

As required by the 1972 Act, the Engineer's Report includes: (1) a description of the improvements to be operated, maintained, and serviced by the District, (2) a cost estimate for the District, and (3) a listing of the proposed Fiscal Year 2024-25 assessments to be levied upon each assessable lot or parcel within the District.

The City will hold a Public Hearing on July 11, 2024, regarding this District which will provide an opportunity for any interested person to be heard. At the conclusion of the Public Hearing, the City Council may adopt a resolution confirming the assessment rates as originally proposed or as modified. Payment of annual assessments for each parcel will be made in the same manner and at the same time as payments are made for their annual property taxes. All funds collected through the assessments must be placed in a special fund and can only be used for the purposes stated within this Report.

SECTION II

ENGINEER'S REPORT PREPARED FOR THE CITY OF NEWARK LANDSCAPING AND LIGHTING DISTRICT NO. 17 FISCAL YEAR 2024-25

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 of Division 15 of the Streets and Highways Code of the State of California), and in accordance with the Resolution of Initiation, being Resolution No. 11631, which directs the preparation and filing of the Engineer's Report, adopted by the City Council of the City of Newark, on April 11, 2024, the following Report was prepared consisting of Section I (Introduction), and this, Section II, which consists of five (5) parts as follows:

PART A: PLANS AND SPECIFICATIONS

This part describes the improvements maintained by the District. Plans and specifications for the improvements are on file in the Office of the Director of Public Works of the City of Newark and are incorporated herein by reference.

PART B: ESTIMATE OF COST

This part contains an estimate of the cost of the proposed improvements to be maintained for Fiscal Year 2024-25, including incidental costs and expenses in connection therewith. The estimate is attached hereto and is on file in the Office of the Director of Public Works of the City of Newark.

PART C: ASSESSMENT DISTRICT DIAGRAM

This part incorporates a Diagram of the District showing the exterior boundaries of the District, the boundaries of any zones within the District and the lines and dimensions of each lot or parcel of land within the District. This Diagram has been prepared by the Engineer of Work and is on file in the Office of the Director of Public Works of the City of Newark.

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference herein and made a part of this Report.

PART D: METHOD OF APPORTIONMENT OF ASSESSMENTS

This part describes the method of apportionment of assessments, based upon each parcel's classification within the District in proportion to the estimated special benefits to be received.

PART E: ASSESSMENT ROLL

This part contains an assessment of the estimated cost of the improvements apportioned to each benefited parcel of land within the District. The Assessment Roll is filed in the Office of the City Clerk of the City of Newark and is incorporated in this Report. The list is keyed to the records of the Alameda County Assessor, which are incorporated herein by reference.

PART A

PLANS AND SPECIFICATIONS

IMPROVEMENTS AND SERVICES PURSUANT TO THE 1972 ACT

The improvements and services authorized by the provisions of the Landscape and Lighting Act of 1972, being Part 2 of Division 15 of the Streets and Highways Code, commencing with Section 22500 (hereafter referred to as the "1972 Act"), that may be applicable to this District and associated assessments may include one or more of the following definitions:

- "Improvement" means one or any combination of the following:
  - The installation or planting of landscaping.
  - The installation or construction of statuary, fountains, and other ornamental structures and facilities.
  - The installation or construction of public lighting facilities, including, but not limited to, traffic signals.
  - The installation or construction of any facilities which are appurtenant to any of the forgoing, or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
  - The installation of park or recreational improvements, including, but not limited to all the following:
    - Land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks, and drainage.
    - Lights, playground equipment, play courts, and public restrooms.
  - The maintenance or servicing, or both, of any of the forgoing, and of any improvements authorized below.
  - The acquisition of land for park, recreational, or open space purposes.
  - The acquisition of any existing improvement otherwise authorized herein.
  - The acquisition or construction of any community center, municipal auditorium or hall, or similar public facility for the indoor presentation of performances, shows, stage productions, fairs, conventions, exhibitions, pageants, meetings, parties, or other group events, activities, or functions, whether those events, activities, or functions are public or private.

- "Incidental expenses" include all the following:
  - The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment.
  - The costs of printing, advertising, and giving of published, posted, and mailed notices.
  - Compensation payable to the county for collection of assessments.
  - Compensation of any engineer or attorney employed to render services in proceedings pursuant to this part.
  - Any other expenses incidental to the construction, installation, or maintenance and servicing of improvements.
  - Any expenses incidental to the construction, installation, or maintenance and servicing of the improvements.
  - Any expenses incidental to the issuance of bonds or notes.
  - Costs associated with any elections held for the approval of a new or increased assessment.

- "Landscaping" means trees, shrubs, grass, or other ornamental vegetation.

- "Maintain" or "maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation, and services of any improvement, including:
  - Repair, removal or replacement of all or any part of any improvement.
  - Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
  - The removal of trimmings, rubbish, debris, and other solid waste.
  - The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

- "Public lighting facilities" means all works or improvements used or useful for the lighting of any public places, including ornamental standards, luminaries, poles, supports, tunnels, manholes, vaults, conduits, pipes, wires, conductors, guys, stubs, platforms, braces, transformers, insulators, contacts, switches, capacitors, meters, communication circuits, appliances, attachments, and appurtenances.

- "Service" or "servicing" means the furnishing of:
  - Electric current or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements.
  - Water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

DESCRIPTION OF DISTRICT IMPROVEMENTS

The improvements, which have been constructed within the City, and those which may be subsequently constructed, operated, maintained, and serviced with District assessments are generally described as follows:

- The Landscape Improvements include, but are not limited to landscaping, planting, turf, trees, irrigation systems, and fixtures in public street and sidewalk rights-of-way, including parkways and other easements dedicated to the City within, and adjacent to, the District.

A more detailed description of the facilities which either have or will be constructed, operated, maintained, and serviced are generally described as follows.

> The maintenance of landscaping and the landscape irrigation system within the public right-of-way along the street frontages of Newark Boulevard and Mayhews Landing Road associated with Tract 7004.

Improvement diagrams have been prepared identifying all improvements and areas that are to be maintained by the District. A copy of these diagrams is on file with the City's Public Works Department.

PART B

ESTIMATE OF COSTS

The 1972 Act requires that a special fund be set up for the collection of revenues and expenditures of the District. The Act provides that the total cost of construction, operation, and maintenance and servicing of the public improvements specified in Part A of this Report can be recovered by the District. Incidental expenses including administration of the District, engineering fees, legal fees and all other costs associated with the construction, operation and maintenance and servicing of the District can also be included.

Funds raised from the assessments shall be used only for the expenditures represented above. A contribution to the District by the City may be made to reduce assessments as the City deems appropriate. Any balance remaining on July 1 at the end of the fiscal year must be carried over to the next fiscal year unless the funds are being accumulated for future capital replacement projects or operating reserves.

The following table provides a summary of the estimated District revenues and cost estimates for Fiscal Year 2024-25.

Landscaping and Lighting District No. 17 Fiscal Year 2024-25 Cost Estimate	
Projected Revenues	
Assessment Revenue	$6,237
Non-Assessment Revenues[1]	$310
Total Projected Revenues	**$6,547**
Projected Expenses	
Contract Services	$1,929
Utilities	$3,500
Administration and Incidentals	$2,702
County Collection Fees	$106
Unforeseen Maintenance and Repairs[2]	$412
Total Projected Expenses	**$8,649**
Projected Fund Balance	
Beginning Fund Balance - July 1, 2024	$9,115
Reserve Fund Collection Increase/(Decrease)	($2,102)
Ending Fund Balance - June 30, 2025	$7,013
Recommended Operating Reserves	$4,118
Available Operating Reserves	$4,118
Available Capital Reserves	$2,895

[1]Non-Assessment Revenues include interest earnings estimated at 1.5% of Projected Beginning Fund Balance and the City contribution in the amount of $173 for General Benefits conferred to the public at large.

[2] Unforeseen Maintenance and Repairs are assumed to be 5% of the Projected Expenses.

The purpose of the various reserves is to ensure the District will have funds available for cashflow purposes and to repair or reconstruct the improvements that are the responsibility of the District.

The Recommended Operating Reserve target is fifty percent (50%) of the projected expenditures. Maintaining a fully funded Operating Reserve eliminates the need for the City to transfer funds from non-District accounts to pay for operational expenses during the first half of the fiscal year and provides the District with sufficient funds to address any unforeseen or unusual expenditures that may occur during the year.

The purpose of collecting and holding funds in a Capital Reserve is so that when improvements need to be replaced or expenditures are greater than can be conveniently raised from a single year's assessment, funds are available so that the District can respond and address the need promptly.

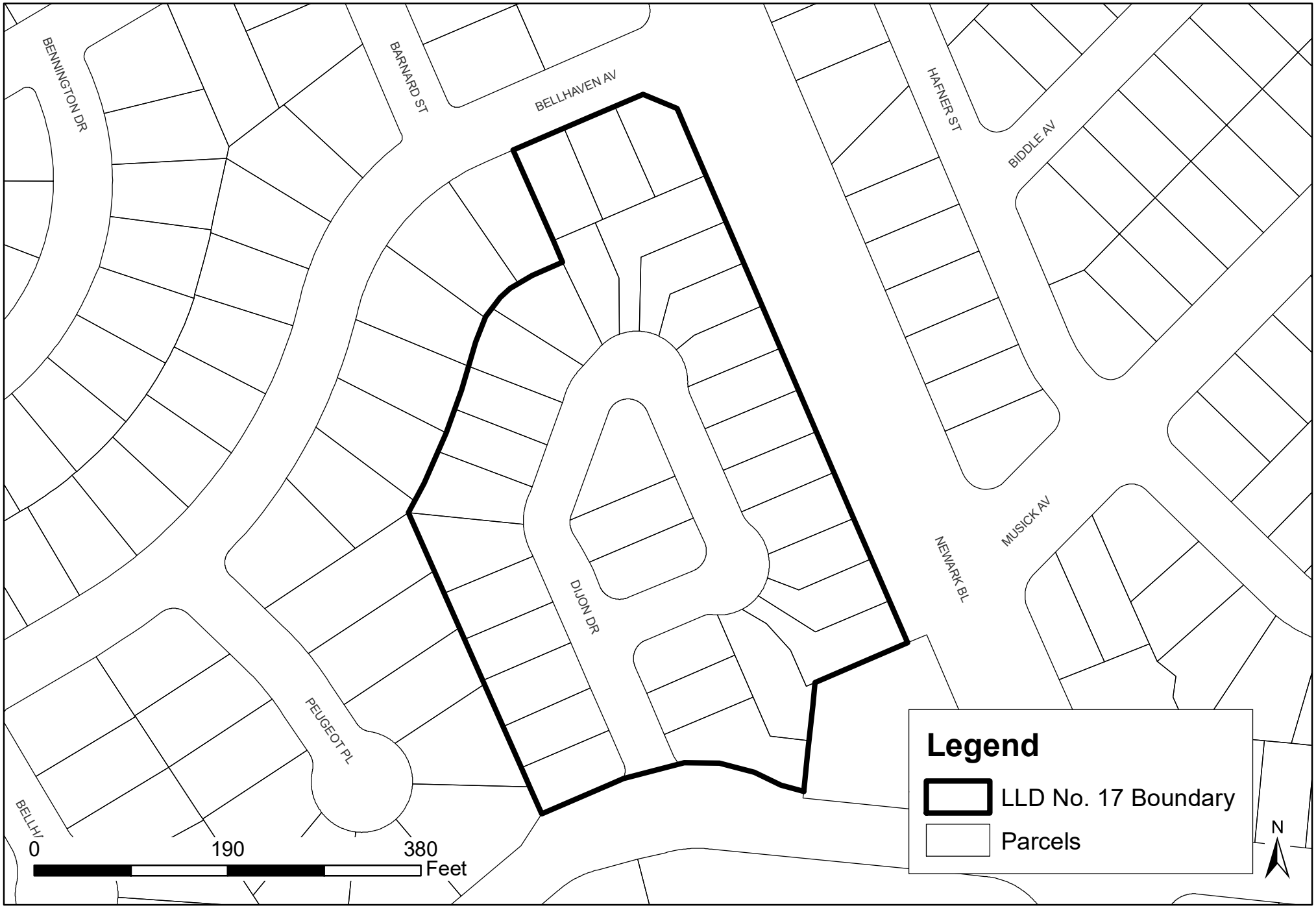
PART C

ASSESSMENT DISTRICT DIAGRAM

The boundaries of the District are shown herein. The Diagram is on file in the Public Works Department of the City and shown on the following page of this Engineer's Report. The lines and dimensions of each parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year in which this Report was prepared and are incorporated by reference herein and made part of this Report.

A reduced copy of the Assessment Diagram is shown on the following page.

LANDSCAPING AND LIGHTING DISTRICT NO. 17
(MER SOLIEL/TRACT 7004)
ASSESSMENT DIAGRAM



PART D

METHOD OF APPORTIONMENT OF ASSESSMENTS

This section explains the benefits to be derived from the improvements and the methodology used to apportion the total costs of the improvements to properties within the District.

The method used for apportioning the assessment is based upon the relative special benefits to be derived by the properties in the District and any established benefit zones. The assessment is apportioned to each parcel in proportion to the relative cost of the special benefits from the improvements.

General

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of streetlights, landscaping, parks, trails, open space, and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

The formula used for calculating assessments in the District therefore needs to reflect the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel.

In addition, Article XIIID, of the California Constitution limits the amount of any assessment to the proportional "special benefit" conferred on the property. Article XIIID provides that only special benefits are assessable, and the City must separate the general benefits from the special benefits conferred on a parcel. There is no widely accepted or statutory formula for determining general and special benefit. However, the constitution states that a special benefit is different from a general benefit in that it is "particular and distinct" and "over and above" general benefits received by other properties.

The 1972 Act permits the designation of zones of benefit within any individual assessment district if "by reasons or variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvement." Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax".

Article XIIID provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment. Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts and public parkways, utility easements, and that portion of public property that is not developed and used for business purposes similar to private residential, commercial, industrial, and institutional activities.

The amount to be assessed may be apportioned by any formula or method which fairly distributes the amount among all assessable lots or parcels. In order for the City to separate out the general and special benefits for each improvement type, an analysis of each improvement was conducted. The analysis reviewed the purpose and users of each improvement, and then identified the properties that benefit from the improvement, and then allocated the costs to maintain, service, and replace each improvement type to each identified property.

Because general benefits are not assessable, any costs associated with general benefits are to be paid for by the City. Only the costs associated with the special benefits conferred on property within the District from the authorized improvements are assessable, and therefore assessed herein. A summary of the benefits conferred by the improvements is described below.

Discussion of Benefit

Each of the improvements have been carefully reviewed by the City and the corresponding assessments have been proportionately spread to each parcel based on the special benefits conferred to property from the improvements as determined at the time the District was formed.

The District consists of all Assessor Parcels within the boundaries of the District. The method of apportioning costs and assessing properties is based upon the proportional special benefits to be conferred by the improvements and services within the boundaries of the District. The apportioning of special benefit is a two-step process: the first step is to identify the types of special benefits arising from the improvements and services, and the second step is to allocate the costs and assign assessments to property based on the estimates of the special benefit being conferred to each property.

In determining the proportionate special benefit derived by each identified parcel, the proximity of the parcel to the public improvements detailed in Part A above, and the capital, maintenance, and operating costs of said public improvements, was considered and analyzed. Due to the close proximity of the parcels to the improvements detailed in Part A above, it has been demonstrated and determined that the parcels are uniquely benefited by, and receive a direct advantage from, and are conferred a particular and distinct special benefit over and above general benefits by said public improvements in a way that is particular and distinct from its effect on other parcels, and that real property in general and the public at large do not share.

In summary, the assessments can only be levied based on the special benefit to property conferred from the installation, maintenance, and servicing of the improvements funded by the District. These special benefits are not dependent on any one property owner's use of the improvements or their specific demographic status. The basis for these special benefits comes from statutes approved by the California Legislature and other studies that describe the types of benefits received by property from such improvements. The identified special benefits conferred to property from the improvements are summarized as follows.

Special Benefit from Landscape Maintenance

All parcels within the District receive special benefit from Landscape Maintenance. Trees, landscaping, hardscapes, ornamental structures, and appurtenant facilities, if well maintained, confer a particular and distinct special benefit upon real property within the District by providing beautification, shade and positive enhancement of the community character, attractiveness, and desirability of the surroundings through association with the improvements. The landscape surrounding the development not only enhances beautification of the adjacent development but also acts as a buffer between nearby properties and the roadways improving the overall safety of properties within the development. In addition, the trees and plantings adjacent to the development help absorb noise and create a buffer between the road and nearby properties, reducing noise levels and creating a more peaceful environment. In addition, all the aforementioned contribute to a specific increase in property desirability and a specific enhancement of the property value of each parcel within the District.

In Parkways and Land Values, written by John Nolan and Henry V. Hubbard in 1937, it is stated:

> " ... there is no lack of opinion, based on general principles and experience and common sense, that parkways do in fact add value to property, even though the amount cannot be determined exactly .... Indeed, in most cases where public money has been spent on parkways the assumption has been made that the proposed parkway will show a provable financial profit to the City. It has been believed that the establishment of parkways causes a rise in real estate values throughout the City, or in parts of the City, ... "

It should be noted that the definition of "parkways" above may include the roadway as well as the landscaping alongside the roadway.

General Benefit

In reviewing each of the District improvements, the proximity of those improvements to both properties within the District and those outside the District, as well as the reasons for installing and constructing such improvements, it is evident that the improvements are solely the result of developing properties within the District, and the ongoing maintenance and operation of these improvements will directly affect the properties within the District. Although the improvements include public areas, easements, rights-of-way, and other amenities available or visible to the public at large, the construction and installation of these improvements were only necessary for the development of properties within the District and were not required, nor necessarily desired by any properties or developments

outside the District boundary and any public access or use of the improvements by others is incidental. Though the landscape was designed as a result of the development of the properties, and for use by the properties within the District, it is reasonable to conclude that pedestrians passing by and the traffic flow along the roadways adjacent to the landscaping receive some incidental benefit from the improvements and such incidental benefits must be accounted for and cannot be assessed to the properties within the District. Therefore, it is conservatively estimated that approximately 98% of the benefit conferred by the landscaping constructed for the development and properties within the District would be a special and direct benefit to the parcels within the District and 2% of the benefit is conservatively conferred to the public at large that may utilize the roadway adjacent to the development would be a general benefit.

The share of costs attributable to the general benefits associated with the District improvements cannot be assessed to properties within the District, but are required to be paid by some other source, such as the City's General Fund.

Method of Assessment

This process of apportioning assessments to each property involves determining the relative special benefit received by each property from the improvements and services. Therefore, the City and Engineer at the time of formation determined that each parcel within the boundaries of the District receives a similar benefit from the improvements. Therefore, the most appropriate method of apportioning costs was determined to be spreading all District costs equally to each parcel in the District. This methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of assessments.

In Fiscal Year 2024-25, the City proposes to generate the maximum assessment revenue from the assessable parcels located in the District, which amounts to $189.00 per parcel to be levied. A listing of each assessable parcel and their proposed Fiscal Year 2024-25 assessment is on the Assessment Roll in Part E of this Report.

Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts, and public parkways (all of which are typically not assigned an Assessor's Parcel Number (APN) by the County). Also exempted from the assessment would be public agency owned property, utility rights-of-ways, common areas (such as in condominium complexes or those that are owned by a Homeowner's or Property Owner's Association), and any other property that is deemed to be unable to develop by the City. These types of parcels do not benefit from the improvements.

Appeals and Interpretations

Any property owner who feels that the assessment levied on the subject property is in error because of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with City Engineer or his or her designee. Any such appeal is limited to correction of an assessment during the then current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the City Engineer or his or her designee will promptly review the appeal and any information provided by the property owner. If the City Engineer or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the City Engineer or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any property owner who disagrees with the decision of the City Engineer or her or his designee may refer their appeal to the City Council and the decision of the City Council shall be final.

PART E

ASSESSMENT ROLL

A list of names and addresses of the owners of all parcels, and the description of each parcel within the District is shown on the last equalized Secured Property Tax Roll of the Alameda County Assessor, which by reference is hereby made a part of this Report.

This list is keyed to the Assessor's Parcel Numbers as shown on the Assessment Roll, which includes the proposed amount of assessments for Fiscal Year 2024-25 apportioned to each parcel. The Assessment Roll is on file in the Public Works Department of the City and is included in this Report beginning on the next page.

The total proposed assessment for Fiscal Year 2024-25 is $6,237.00**.**

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 17
ASSESSMENT ROLL
FISCAL YEAR 2024-25

Assessor's Parcel Number	Assessment Amount
092A-0623-089-00	$189.00
092A-0623-090-00	$189.00
092A-0623-091-00	$189.00
092A-0623-092-00	$189.00
092A-0623-093-00	$189.00
092A-0623-094-00	$189.00
092A-0623-095-00	$189.00
092A-0623-096-00	$189.00
092A-0623-097-00	$189.00
092A-0623-098-00	$189.00
092A-0623-099-00	$189.00
092A-0623-100-00	$189.00
092A-0623-101-00	$189.00
092A-0623-102-00	$189.00
092A-0623-103-00	$189.00
092A-0623-104-00	$189.00
092A-0623-105-00	$189.00
092A-0623-106-00	$189.00
092A-0623-107-00	$189.00
092A-0623-108-00	$189.00
092A-0623-109-00	$189.00
092A-0623-110-00	$189.00
092A-0623-111-00	$189.00
092A-0623-112-00	$189.00
092A-0623-113-00	$189.00
092A-0623-114-00	$189.00
092A-0623-115-00	$189.00
092A-0623-116-00	$189.00
092A-0623-117-00	$189.00
092A-0623-118-00	$189.00
092A-0623-119-00	$189.00
092A-0623-120-00	$189.00
092A-0623-121-00	$189.00
Total Parcels:	33
Total Assessment:	$6,237.00

NEWARK
california

Landscaping and Lighting District No. 18

Fiscal Year 2024-25
Preliminary Engineer's Report

June 13, 2024

Prepared by

FRANCISCO AND ASSOCIATES

Where Innovative Strategies
Fund Tomorrow's Communities

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ENGINEER'S REPORT
CITY OF NEWARK
LANDSCAPING AND LIGHTING DISTRICT NO. 18
FISCAL YEAR 2024-25

The undersigned, acting on behalf of Francisco & Associates respectfully submits the enclosed Engineer's Report as directed by the Newark City Council pursuant to the provisions of Article XIIID, Section 4 of the California Constitution, and the Landscape and Lighting Act of 1972 being Section 22500 et al of the California Streets and Highways Code (the "1972 Act"). The undersigned certifies that he is a Professional Engineer, registered in the State of California.

Dated: May 14, 2024

By: _____
Eduardo Espinoza, P.E.
RCE # 83709

SECTION I

INTRODUCTION

The City of Newark ("City") levies and collects special assessments on parcels within the City of Newark Landscaping and Lighting District No. 18 ("District") to maintain public improvements. The District was formed in June of 2015 to provide a dedicated source of funding for the ongoing maintenance of landscaping improvements benefiting parcels within the boundaries of the District.

The assessments and method of apportionment described in this Report utilize commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received as approved by the City Council at the time the District was formed.

The District generally consists of those properties within the developments of Tract 8130, which is located north of Cedar Boulevard, south of Timber Street and the Nimitz Freeway, west of Central Avenue and the adjacent commercial and industrial structures, and east of the Public Storage property. A reduced copy of the Assessment Diagram showing the exterior boundaries of the District is provided in Part C of this Report.

Impacts of Proposition 218

On November 5, 1996 California voters approved Proposition 218 entitled "Right to Vote on Taxes Act" which added Articles XIIIC and XIIID to the California Constitution. While its title refers only to taxes, Proposition 218 established new procedural requirements for the formation and administration of assessment districts.

These new procedures stipulate that even if assessments are initially exempt from Proposition 218, future increases in assessments must comply with the provisions of Proposition 218. However, if the increase in assessments were anticipated in the assessment formula (e.g., CPI increase or assessment cap) then the assessment would comply with the intent and provisions of Proposition 218.

Current Annual Administration

As required by the 1972 Act, the Engineer's Report includes: (1) a description of the improvements to be operated, maintained, and serviced by the District, (2) a cost estimate for the District, and (3) a listing of the proposed Fiscal Year 2024-25 assessments to be levied upon each assessable lot or parcel within the District.

The City will hold a Public Hearing on July 11, 2024, regarding this District which will provide an opportunity for any interested person to be heard. At the conclusion of the Public Hearing, the City Council may adopt a resolution confirming the assessment rates as originally proposed or as modified.

Payment of annual assessments for each parcel will be made in the same manner and at the same time as payments are made for their annual property taxes. All funds collected through the assessments must be placed in a special fund and can only be used for the purposes stated within this Report.

SECTION II

ENGINEER'S REPORT PREPARED FOR THE CITY OF NEWARK LANDSCAPING AND LIGHTING DISTRICT NO. 18 FISCAL YEAR 2024-25

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 of Division 15 of the Streets and Highways Code of the State of California), and in accordance with the Resolution of Initiation, being Resolution No. 11631, which directs the preparation and filing of the Engineer's Report, adopted by the City Council of the City of Newark, on April 11, 2024 the following Report was prepared consisting of Section I (Introduction), and this, Section II, which consists of five (5) parts as follows:

PART A: PLANS AND SPECIFICATIONS

This part describes the improvements maintained by the District. Plans and specifications for the improvements are on file in the Office of the Director of Public Works of the City of Newark and are incorporated herein by reference.

PART B: ESTIMATE OF COST

This part contains an estimate of the cost of the proposed improvements to be maintained for Fiscal Year 2024-25, including incidental costs and expenses in connection therewith. The estimate is attached hereto and is on file in the Office of the Director of Public Works of the City of Newark.

PART C: ASSESSMENT DISTRICT DIAGRAM

This part incorporates a Diagram of the District showing the exterior boundaries of the District, the boundaries of any zones within the District and the lines and dimensions of each lot or parcel of land within the District. This Diagram has been prepared by the Engineer of Work and is on file in the Office of the Director of Public Works of the City of Newark.

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference herein and made a part of this Report.

PART D: METHOD OF APPORTIONMENT OF ASSESSMENTS

This part describes the method of apportionment of assessments, based upon each parcel's classification within the District in proportion to the estimated special benefits to be received.

PART E: ASSESSMENT ROLL

This part contains an assessment of the estimated cost of the improvements apportioned to each benefited parcel of land within the District. The Assessment Roll is filed in the Office of the City Clerk of the City of Newark and is incorporated in this Report. The list is keyed to the records of the Alameda County Assessor, which are incorporated herein by reference.

PART A

PLANS AND SPECIFICATIONS

IMPROVEMENTS AND SERVICES PURSUANT TO THE 1972 ACT

The improvements and services authorized by the provisions of the Landscape and Lighting Act of 1972, being Part 2 of Division 15 of the Streets and Highways Code, commencing with Section 22500 (hereafter referred to as the "1972 Act"), that may be applicable to this District and associated assessments may include one or more of the following definitions:

- "Improvement" means one or any combination of the following:
    - The installation or planting of landscaping.
    - The installation or construction of statuary, fountains, and other ornamental structures and facilities.
    - The installation or construction of public lighting facilities, including, but not limited to, traffic signals.
    - The installation or construction of any facilities which are appurtenant to any of the forgoing, or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
    - The installation of park or recreational improvements, including, but not limited to all the following:
        - Land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks, and drainage.
        - Lights, playground equipment, play courts, and public restrooms.
    - The maintenance or servicing, or both, of any of the forgoing, and of any improvements authorized below.
    - The acquisition of land for park, recreational, or open space purposes.
    - The acquisition of any existing improvement otherwise authorized herein.
    - The acquisition or construction of any community center, municipal auditorium or hall, or similar public facility for the indoor presentation of performances, shows, stage productions, fairs, conventions, exhibitions, pageants, meetings, parties, or other group events, activities, or functions, whether those events, activities, or functions are public or private.

- "Incidental expenses" include all the following:
    - The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment.
    - The costs of printing, advertising, and giving of published, posted, and mailed notices.
    - Compensation payable to the county for collection of assessments.
    - Compensation of any engineer or attorney employed to render services in proceedings pursuant to this part.
    - Any other expenses incidental to the construction, installation, or maintenance and servicing of improvements.
    - Any expenses incidental to the construction, installation, or maintenance and servicing of the improvements.
    - Any expenses incidental to the issuance of bonds or notes.
    - Costs associated with any elections held for the approval of a new or increased assessment.

- "Landscaping" means trees, shrubs, grass, or other ornamental vegetation.

- "Maintain" or "maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation, and services of any improvement, including:
    - Repair, removal or replacement of all or any part of any improvement.
    - Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
    - The removal of trimmings, rubbish, debris, and other solid waste.
    - The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

- "Public lighting facilities" means all works or improvements used or useful for the lighting of any public places, including ornamental standards, luminaries, poles, supports, tunnels, manholes, vaults, conduits, pipes, wires, conductors, guys, stubs, platforms, braces, transformers, insulators, contacts, switches, capacitors, meters, communication circuits, appliances, attachments, and appurtenances.

- "Service" or "servicing" means the furnishing of:
    - Electric current or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements.
    - Water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

DESCRIPTION OF DISTRICT IMPROVEMENTS

The improvements, which have been constructed within the City, and those which may be subsequently constructed, operated, maintained, and serviced with District assessments are generally described as follows:

- The Landscape Improvements include, but are not limited to landscaping, planting, turf, trees, irrigation systems, and fixtures in medians, public streets, and sidewalk rights-of-way, including parkways and other easements dedicated to the City within, and adjacent to, the District.

A more detailed description of the facilities which either have or will be constructed, operated, maintained, and serviced are generally described as follows.

The maintenance of landscaping and the landscape irrigation system within the Cedar Boulevard street medians along the frontage of Tract 8130.

Improvement diagrams have been prepared identifying all improvements and areas that are to be maintained by the District. A copy of these diagrams is on file with the City's Public Works Department.

PART B

ESTIMATE OF COSTS

The 1972 Act requires that a special fund be set up for the collection of revenues and expenditures of the District. The Act provides that the total cost of construction, operation, and maintenance and servicing of the public improvements specified in Part A of this Report can be recovered by the District. Incidental expenses including administration of the District, engineering fees, legal fees and all other costs associated with the construction, operation and maintenance and servicing of the District can also be included.

Funds raised from the assessments shall be used only for the expenditures represented above. A contribution to the District by the City may be made to reduce assessments as the City deems appropriate. Any balance remaining on July 1 at the end of the fiscal year must be carried over to the next fiscal year unless the funds are being accumulated for future capital replacement projects or operating reserves.

The following table provides a summary of the estimated District revenues and cost estimates for Fiscal Year 2024-25.

Landscaping and Lighting District No. 18 Fiscal Year 2024-25 Cost Estimate	
Projected Revenues	
Assessment Revenue	$10,981
Non-Assessment Revenues[1]	$1,682
Total Projected Revenues	**$12,663**
Projected Expenses	
Contract Services[2]	$25,279
Utilities	$6,000
Administration and Incidentals	$4,880
County Collection Fees	$187
Unforeseen Maintenance and Repairs[2]	$1,817
Total Projected Expenses	**$38,162**
Projected Fund Balance	
Beginning Fund Balance - July 1, 2024	$61,222
Reserve Fund Collection Increase/(Decrease)	($25,499)
Ending Fund Balance - June 30, 2025	$35,722
Recommended Operating Reserves	$18,173
Available Operating Reserves	$18,173
Available Capital Reserves	$17,550

[1]Non-Assessment Revenues include interest earnings estimated at 1.5% of Projected Beginning Fund Balance and the City contribution in the amount of $763 for General Benefits conferred to the public at large.

[2]Includes $15,000 for Plant and Tree Replacement, Grading, and Irrigation repair projects.

[3]Unforeseen Maintenance and Repairs are assumed to be 5% of the Projected Expenses.

The purpose of the various reserves is to ensure the District will have funds available for cashflow purposes and to repair or reconstruct the improvements that are the responsibility of the District.

The Recommended Operating Reserve target is fifty percent (50%) of the projected expenditures. Maintaining a fully funded Operating Reserve eliminates the need for the City to transfer funds from non-District accounts to pay for operational expenses during the first half of the fiscal year and provides the District with sufficient funds to address any unforeseen or unusual expenditures that may occur during the year.

The purpose of collecting and holding funds in a Capital Reserve is so that when improvements need to be replaced or expenditures are greater than can be conveniently raised from a single year's assessment, funds are available so that the District can respond and address the need promptly.

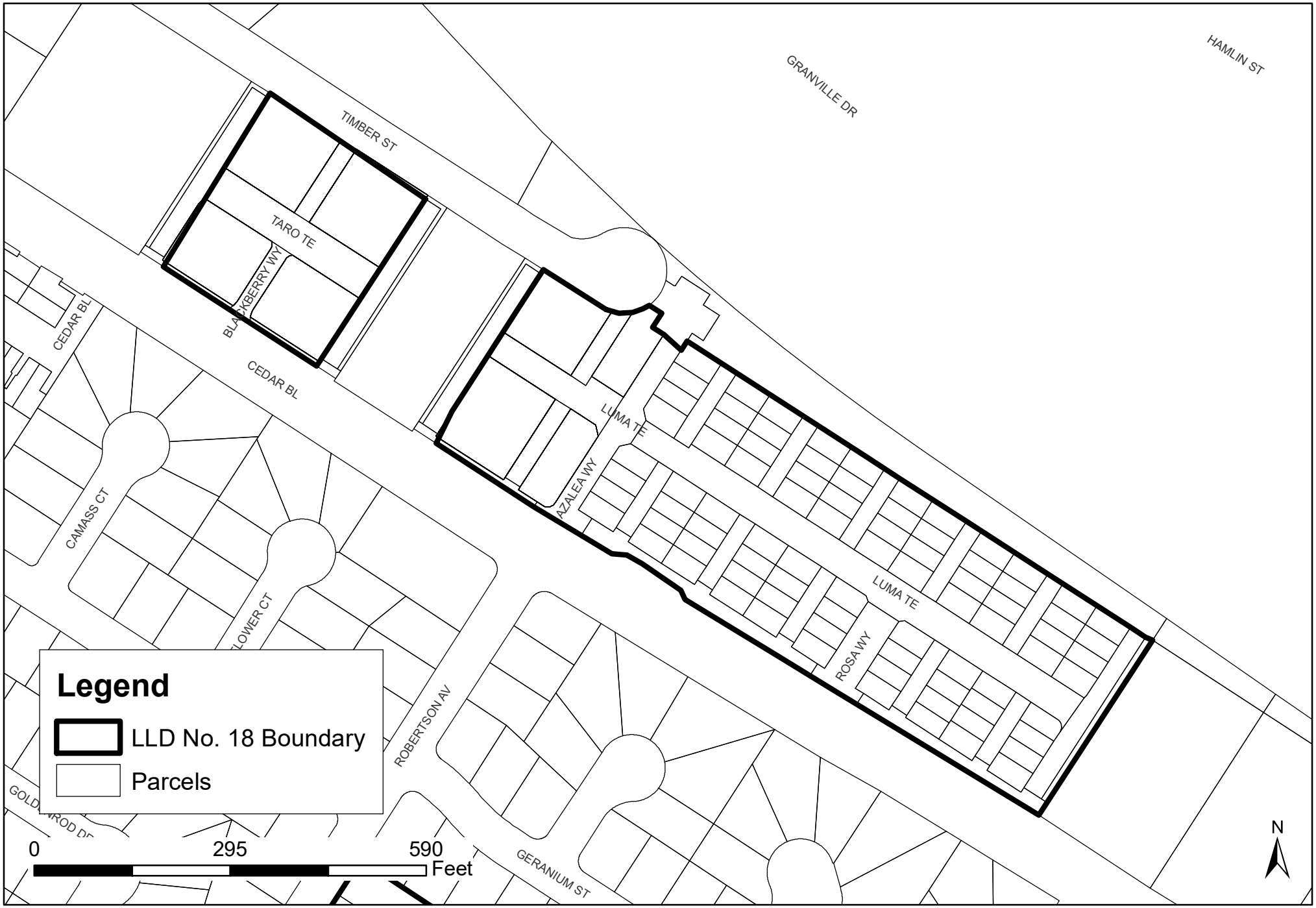
PART C

ASSESSMENT DISTRICT DIAGRAM

The boundaries of the District are shown herein. The Diagram is on file in the Public Works Department of the City and shown on the following page of this Engineer's Report. The lines and dimensions of each parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year in which this Report was prepared and are incorporated by reference herein and made part of this Report.

A reduced copy of the Assessment Diagram is shown on the following page.

LANDSCAPING AND LIGHTING DISTRICT NO. 18
(TRACT 8130)
ASSESSMENT DIAGRAM



PART D

METHOD OF APPORTIONMENT OF ASSESSMENTS

This section explains the benefits to be derived from the improvements and the methodology used to apportion the total costs of the improvements to properties within the District.

The method used for apportioning the assessment is based upon the relative special benefits to be derived by the properties in the District and any established benefit zones. The assessment is apportioned to each parcel in proportion to the relative cost of the special benefits from the improvements.

General

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of streetlights, landscaping, parks, trails, open space, and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

The formula used for calculating assessments in the District therefore needs to reflect the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel.

In addition, Article XIIID, of the California Constitution limits the amount of any assessment to the proportional "special benefit" conferred on the property. Article XIIID provides that only special benefits are assessable, and the City must separate the general benefits from the special benefits conferred on a parcel. There is no widely accepted or statutory formula for determining general and special benefit. However, the constitution states that a special benefit is different from a general benefit in that it is "particular and distinct" and "over and above" general benefits received by other properties.

The 1972 Act permits the designation of zones of benefit within any individual assessment district if "by reasons or variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvement." Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax".

Article XIIID provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment. Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts and public parkways, utility easements,

and that portion of public property that is not developed and used for business purposes similar to private residential, commercial, industrial, and institutional activities.

The amount to be assessed may be apportioned by any formula or method which fairly distributes the amount among all assessable lots or parcels. In order for the City to separate out the general and special benefits for each improvement type, an analysis of each improvement was conducted. The analysis reviewed the purpose and users of each improvement, and then identified the properties that benefit from the improvement, and then allocated the costs to maintain, service, and replace each improvement type to each identified property.

Because general benefits are not assessable, any costs associated with general benefits are to be paid for by the City. Only the costs associated with the special benefits conferred on property within District from the authorized improvements are assessable, and therefore assessed herein. A summary of the benefits conferred by the improvements is described below.

Discussion of Benefit

Each of the improvements have been carefully reviewed by the City and the corresponding assessments have been proportionately spread to each parcel based on the special benefits conferred to property from the improvements as determined at the time the District was formed.

The District consists of all Assessor Parcels within the boundaries of the District. The method of apportioning costs and assessing properties is based upon the proportional special benefits to be conferred by the improvements and services within the boundaries of the District. The apportioning of special benefit is a two-step process: the first step is to identify the types of special benefits arising from the improvements and services, and the second step is to allocate the costs and assign assessments to property based on the estimates of the special benefit being conferred to each property.

In determining the proportionate special benefit derived by each identified parcel, the proximity of the parcel to the public improvements detailed in Part A above, and the capital, maintenance, and operating costs of said public improvements, was considered and analyzed. Due to the close proximity of the parcels to the improvements detailed in Part A above, it has been demonstrated and determined that the parcels are uniquely benefited by, and receive a direct advantage from, and are conferred a particular and distinct special benefit over and above general benefits by said public improvements in a way that is particular and distinct from its effect on other parcels, and that real property in general and the public at large do not share.

In summary, the assessments can only be levied based on the special benefit to property conferred from the installation, maintenance, and servicing of the improvements funded by the District. These special benefits are not dependent on any one property owner's use of the improvements or their specific demographic status. The basis for these special benefits comes from statutes approved by the California Legislature and other studies that describe the types of benefits received by property from such improvements. The identified special benefits conferred to property from the improvements are summarized as follows.

Special Benefit from Landscape Maintenance

All parcels within the District receive special benefit from Landscape Maintenance within the adjacent medians. Trees, landscaping, hardscapes, ornamental structures, and appurtenant facilities, if well maintained, confer a particular and distinct special benefit upon real property within the District by providing beautification, shade and positive enhancement of the community character, attractiveness, and desirability of the surroundings. The medians adjacent to the development help calm traffic and reduce speeds, creating a safer environment for those traveling to and from the properties within the District. The median also acts as a physical buffer between portions of the roadway and properties within the District improving the overall safety of properties within the development. In addition, the trees and plantings within the medians help absorb noise from the road for nearby properties, reducing noise levels and creating a more peaceful environment. In addition, all the aforementioned contribute to a specific increase in property desirability and a specific enhancement of the property value of each parcel within the District.

In Parkways and Land Values, written by John Nolan and Henry V. Hubbard in 1937, it is stated:

> " ... there is no lack of opinion, based on general principles and experience and common sense, that parkways do in fact add value to property, even though the amount cannot be determined exactly .... Indeed, in most cases where public money has been spent on parkways the assumption has been made that the proposed parkway will show a provable financial profit to the City. It has been believed that the establishment of parkways causes a rise in real estate values throughout the City, or in parts of the City, ... "

It should be noted that the definition of "parkways" above may include the roadway as well as the landscaping alongside the roadway.

General Benefit

In reviewing each of the District improvements, the proximity of those improvements to both properties within the District and those outside the District, as well as the reasons for installing and constructing such improvements, it is evident that the improvements are solely the result of developing properties within the District, and the ongoing maintenance and operation of these improvements will directly affect the properties within the District. Although the improvements include public areas, easements, rights-of-way, and other amenities available or visible to the public at large, the construction and installation of these improvements were only necessary for the development of properties within the District and were not required, nor necessarily desired by any properties or developments outside the District boundary. Though the medians were designed as a result of the development of the properties within the District, it is reasonable to conclude that the traffic flow along the roadways adjacent to the median landscaping receive some incidental benefit from the improvements and such incidental benefits must be accounted for and cannot be assessed to the properties within the District. Therefore, it is conservatively estimated that approximately 98% of the benefit conferred by the medians in the roadways constructed for the development and properties within the District would be a special and

direct benefit to the parcels within the District and 2% of the benefit from the medians is conferred to the public at large that may utilize the roadway adjacent to the development would be a general benefit.

The share of costs attributable to the general benefits associated with the District improvements cannot be assessed to properties within the District, but are required to be paid by some other source, such as the City's General Fund.

Method of Assessment

This process of apportioning assessments to each property involves determining the relative special benefit received by each property from the improvements and services. Therefore, the City and Engineer at the time of formation determined that each parcel within the boundaries of the District receives a similar benefit from the improvements. Therefore, the most appropriate method of apportioning costs was determined to be spreading all District costs equally to each dwelling unit in the District. This methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of assessments.

In Fiscal Year 2024-25, the City proposes to collect the maximum assessment revenue from the assessable parcels located in the District, which amounts to $66.96 per parcel to be levied. A listing of each assessable parcel and their proposed Fiscal Year 2024-25 assessment is on the Assessment Roll in Part E of this Report.

Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts, and public parkways (all of which are typically not assigned an Assessor's Parcel Number (APN) by the County). Also exempted from the assessment would be public agency owned property, utility rights-of-ways, common areas (such as in condominium complexes or those that are owned by a Homeowner's or Property Owner's Association), and any other property that is deemed to be unable to develop by the City. These types of parcels do not benefit from the improvements.

Appeals and Interpretations

Any property owner who feels that the assessment levied on the subject property is in error because of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with City Engineer or his or her designee. Any such appeal is limited to correction of an assessment during the then current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the City Engineer or his or her designee will promptly review the appeal and any information provided by the property owner. If the City Engineer or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the City Engineer or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any property owner who disagrees with the decision of the City Engineer or her or his designee may refer their appeal to the City Council and the decision of the City Council shall be final.

PART E

ASSESSMENT ROLL

A list of names and addresses of the owners of all parcels, and the description of each parcel within the District is shown on the last equalized Secured Property Tax Roll of the Alameda County Assessor, which by reference is hereby made a part of this Report.

This list is keyed to the Assessor's Parcel Numbers as shown on the Assessment Roll, which includes the proposed amount of assessments for Fiscal Year 2024-25 apportioned to each parcel. The Assessment Roll is on file in the Public Works Department of the City and is included in this Report beginning on the next page.

The total proposed assessment for Fiscal Year 2024-25 is $10,981.44**.**

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 18
ASSESSMENT ROLL
FISCAL YEAR 2024-25

Assessor's Parcel Number	Assessment Amount
092A-2598-024-00	$66.96
092A-2598-025-00	$66.96
092A-2598-026-00	$66.96
092A-2598-027-00	$66.96
092A-2598-028-00	$66.96
092A-2598-029-00	$66.96
092A-2598-030-00	$66.96
092A-2598-031-00	$66.96
092A-2598-032-00	$66.96
092A-2598-033-00	$66.96
092A-2598-034-00	$66.96
092A-2598-035-00	$66.96
092A-2598-037-00	$66.96
092A-2598-038-00	$66.96
092A-2598-039-00	$66.96
092A-2598-040-00	$66.96
092A-2598-041-00	$66.96
092A-2598-042-00	$66.96
092A-2598-043-00	$66.96
092A-2598-044-00	$66.96
092A-2598-045-00	$66.96
092A-2598-046-00	$66.96
092A-2598-047-00	$66.96
092A-2598-048-00	$66.96
092A-2598-050-00	$66.96
092A-2598-051-00	$66.96
092A-2598-052-00	$66.96
092A-2598-053-00	$66.96
092A-2598-054-00	$66.96
092A-2598-055-00	$66.96
092A-2598-056-00	$66.96
092A-2598-057-00	$66.96
092A-2598-058-00	$66.96
092A-2598-059-00	$66.96
092A-2598-061-00	$66.96
092A-2598-062-00	$66.96
092A-2598-063-00	$66.96
092A-2598-064-00	$66.96
092A-2598-065-00	$66.96
092A-2598-066-00	$66.96
092A-2598-067-00	$66.96
092A-2598-068-00	$66.96
092A-2598-069-00	$66.96
092A-2598-070-00	$66.96
092A-2598-072-00	$66.96
092A-2598-073-00	$66.96
092A-2598-074-00	$66.96
092A-2598-075-00	$66.96
092A-2598-076-00	$66.96
092A-2598-077-00	$66.96
092A-2598-078-00	$66.96
092A-2598-079-00	$66.96

Assessor's Parcel Number	Assessment Amount
092A-2598-080-00	$66.96
092A-2598-081-00	$66.96
092A-2598-082-00	$66.96
092A-2598-083-00	$66.96
092A-2598-084-00	$66.96
092A-2598-085-00	$66.96
092A-2598-087-00	$66.96
092A-2598-088-00	$66.96
092A-2598-089-00	$66.96
092A-2598-090-00	$66.96
092A-2598-091-00	$66.96
092A-2598-092-00	$66.96
092A-2598-093-00	$66.96
092A-2598-095-00	$66.96
092A-2598-096-00	$66.96
092A-2598-097-00	$66.96
092A-2598-098-00	$66.96
092A-2598-099-00	$66.96
092A-2598-100-00	$66.96
092A-2598-101-00	$66.96
092A-2598-102-00	$66.96
092A-2598-103-00	$66.96
092A-2598-104-00	$66.96
092A-2598-106-00	$66.96
092A-2598-107-00	$66.96
092A-2598-108-00	$66.96
092A-2598-109-00	$66.96
092A-2598-110-00	$66.96
092A-2599-018-00	$66.96
092A-2599-019-00	$66.96
092A-2599-020-00	$66.96
092A-2599-021-00	$66.96
092A-2599-022-00	$66.96
092A-2599-023-00	$66.96
092A-2599-024-00	$66.96
092A-2599-025-00	$66.96
092A-2599-026-00	$66.96
092A-2599-027-00	$66.96
092A-2599-028-00	$66.96
092A-2599-029-00	$66.96
092A-2599-030-00	$66.96
092A-2599-031-00	$66.96
092A-2599-032-00	$66.96
092A-2599-033-00	$66.96
092A-2599-034-00	$66.96
092A-2599-035-00	$66.96
092A-2599-036-00	$66.96
092A-2599-037-00	$66.96
092A-2599-038-00	$66.96
092A-2599-039-00	$66.96
092A-2599-040-00	$66.96
092A-2599-041-00	$66.96

Assessor's Parcel Number	Assessment Amount
092A-2599-042-00	$66.96
092A-2599-043-00	$66.96
092A-2599-044-00	$66.96
092A-2599-045-00	$66.96
092A-2599-046-00	$66.96
092A-2599-047-00	$66.96
092A-2599-048-00	$66.96
092A-2599-049-00	$66.96
092A-2599-050-00	$66.96
092A-2599-051-00	$66.96
092A-2599-052-00	$66.96
092A-2599-053-00	$66.96
092A-2599-054-00	$66.96
092A-2599-055-00	$66.96
092A-2599-056-00	$66.96
092A-2599-057-00	$66.96
092A-2599-058-00	$66.96
092A-2599-059-00	$66.96
092A-2599-060-00	$66.96
092A-2599-061-00	$66.96
092A-2599-062-00	$66.96
092A-2599-063-00	$66.96
092A-2599-064-00	$66.96
092A-2599-065-00	$66.96
092A-2599-066-00	$66.96
092A-2599-067-00	$66.96
092A-2599-068-00	$66.96
092A-2599-069-00	$66.96
092A-2599-070-00	$66.96
092A-2599-071-00	$66.96
092A-2599-072-00	$66.96
092A-2599-073-00	$66.96
092A-2599-074-00	$66.96
092A-2599-075-00	$66.96
092A-2599-076-00	$66.96
092A-2599-077-00	$66.96
092A-2599-078-00	$66.96
092A-2599-079-00	$66.96
092A-2599-080-00	$66.96
092A-2599-081-00	$66.96
092A-2599-082-00	$66.96
092A-2599-083-00	$66.96
092A-2599-084-00	$66.96
092A-2599-085-00	$66.96
092A-2599-086-00	$66.96
092A-2599-087-00	$66.96
092A-2599-088-00	$66.96
092A-2599-089-00	$66.96
092A-2599-090-00	$66.96
092A-2599-091-00	$66.96
092A-2599-092-00	$66.96
092A-2599-093-00	$66.96

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 18
ASSESSMENT ROLL
FISCAL YEAR 2024-25

Assessor's Parcel Number	Assessment Amount
092A-2599-094-00	$66.96
092A-2599-095-00	$66.96
092A-2599-096-00	$66.96
092A-2599-097-00	$66.96
092A-2599-098-00	$66.96
092A-2599-099-00	$66.96
092A-2599-100-00	$66.96
092A-2599-101-00	$66.96
Total Parcels:	164
Total Assessment:	$10,981.44

NEWARK
california

Landscaping and Lighting District No. 19

Fiscal Year 2024-25
Preliminary Engineer's Report

June 13, 2024

Prepared by

FRANCISCO AND ASSOCIATES

Where Innovative Strategies
Fund Tomorrow's Communities

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ENGINEER'S REPORT
CITY OF NEWARK
LANDSCAPING AND LIGHTING DISTRICT NO. 19
FISCAL YEAR 2024-25

The undersigned, acting on behalf of Francisco & Associates respectfully submits the enclosed Engineer's Report as directed by the Newark City Council pursuant to the provisions of Article XIIID, Section 4 of the California Constitution, and the Landscape and Lighting Act of 1972 being Section 22500 et al of the California Streets and Highways Code (the "1972 Act"). The undersigned certifies that he is a Professional Engineer, registered in the State of California.

Dated: May 14, 2024

By: _____
Eduardo Espinoza, P.E.
RCE # 83709

SECTION I

INTRODUCTION

The City of Newark ("City") levies and collects special assessments on parcels within the City of Newark Landscaping and Lighting District No. 19 ("District") to maintain public improvements. The District was formed in December of 2016 to provide a dedicated source of funding for the ongoing maintenance of median and buffer landscape, street lighting, and park improvements benefiting parcels within the boundaries of the District. Since formation, additional properties have been annexed into the District. A historical listing of the date each annexation occurred since formation follows:

- Annexation No. 1 (September 14, 2017)
- Annexation No. 2 (September 14, 2017)
- Annexation No. 3 (September 14, 2017)
- Annexation No. 4 (May 9, 2019)
- Annexation No. 5 (November 12, 2020)
- Annexation No. 6 (January 27, 2022)

Following the approval of the annexations listed above, the District consists of the following seven (7) zones of benefit.

- Zone 1 (Bayshores)
  The Bayshores Tract Map 8085 was comprised of residential lots (detached homes, condominiums, and townhomes), landscape lots, a park area, and private roads. The landscape lots and park around the clubhouse will be maintained by the Homeowners Association and will not be funded by assessments.

- Zone 2 (Lighthouse)
  The Lighthouse Tract Map 8157 was comprised of eighty-eight (88) condominium units and private roads.

- Zone 3 (Newark Senior Housing – USA Properties)
  The Newark Senior Housing – USA Properties project is comprised of one building, containing seventy-five (75) apartment units.

- Zone 4 (Tract 8098 – Glass Bay)
  The Glass Bay Tract Map 8098 was comprised of two hundred and seventeen (217) single-family homes and private roads.

- Zone 5 (Tracts 8099 & 8436 - Bridgeway)
  The Bridgeway Development was comprised of Tract 8099 and 8436 and contains three hundred and six (306) single family lots and two hundred and seventy (270) multi-family units.

- Zone 6 (Tract 8459 – Compass Bay)
  The Compass Bay Development was comprised of Tract 8459 which included fifty-three (53) single family lots and eighty-five (85) multi-family units.

- Zone 7 (Tract 8453 – Harbor Pointe)
  The Harbor Pointe (Bridgeway Parcel C) Development was comprised of Tract 8453 and contains one hundred and ninety two (192) single family lots.

The assessments and method of apportionment described in this Report utilize commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received as approved by the City Council at the time the District was formed and each subsequent zone of benefit was established.

The District generally consists of those properties in an area known as Bayside Newark, formerly known as the Dumbarton Transit-Oriented Development. The Bayside Newark project is located next to the proposed commuter rail station near the corner of Willow Avenue and Enterprise Drive. A reduced copy of the Assessment Diagram showing the exterior boundaries of the District and each zone of benefit is provided in Part C of this Report.

Impacts of Proposition 218

On November 5, 1996 California voters approved Proposition 218 entitled "Right to Vote on Taxes Act" which added Articles XIIIC and XIIID to the California Constitution. While its title refers only to taxes, Proposition 218 established new procedural requirements for the formation and administration of assessment districts.

These new procedures stipulate that even if assessments are initially exempt from Proposition 218, future increases in assessments must comply with the provisions of Proposition 218. However, if the increase in assessments were anticipated in the assessment formula (e.g., CPI increase or assessment cap) then the assessment would comply with the intent and provisions of Proposition 218.

Current Annual Administration

As required by the 1972 Act, the Engineer's Report includes: (1) a description of the improvements to be operated, maintained, and serviced by the District and each benefit zone, (2) a cost estimate for the District and each benefit zone, and (3) a listing of the proposed Fiscal Year 2024-25 assessments to be levied upon each assessable lot or parcel within the District and each benefit zone.

The City will hold a Public Hearing on July 11, 2024, regarding this District which will provide an opportunity for any interested person to be heard. At the conclusion of the Public Hearing, the City Council may adopt a resolution confirming the assessment rates as originally proposed or as modified. Payment of annual assessments for each parcel will be made in the same manner and at the same time as payments are made for their annual property taxes. All funds collected through the assessments must be placed in a special fund and can only be used for the purposes stated within this Report.

SECTION II

ENGINEER'S REPORT PREPARED FOR THE CITY OF NEWARK LANDSCAPING AND LIGHTING DISTRICT NO. 19 FISCAL YEAR 2024-25

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 of Division 15 of the Streets and Highways Code of the State of California), and in accordance with the Resolution of Initiation, being Resolution No. 11631, which directs the preparation and filing of the Engineer's Report, adopted by the City Council of the City of Newark, on April 11, 2024, the following Report was prepared consisting of Section I (Introduction), and this, Section II, which consists of five (5) parts as follows:

PART A: PLANS AND SPECIFICATIONS

This part describes the improvements maintained by the District. Plans and specifications for the improvements are on file in the Office of the Director of Public Works of the City of Newark and are incorporated herein by reference.

PART B: ESTIMATE OF COST

This part contains an estimate of the cost of the proposed improvements to be maintained for Fiscal Year 2024-25, including incidental costs and expenses in connection therewith. The estimate is attached hereto and is on file in the Office of the Director of Public Works of the City of Newark.

PART C: ASSESSMENT DISTRICT DIAGRAM

This part incorporates a Diagram of the District showing the exterior boundaries of the District, the boundaries of any zones within the District and the lines and dimensions of each lot or parcel of land within the District. This Diagram has been prepared by the Engineer of Work and is on file in the Office of the Director of Public Works of the City of Newark.

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference herein and made a part of this Report.

PART D: METHOD OF APPORTIONMENT OF ASSESSMENTS

This part describes the method of apportionment of assessments, based upon each parcel's classification within the District in proportion to the estimated special benefits to be received.

PART E: ASSESSMENT ROLL

This part contains an assessment of the estimated cost of the improvements apportioned to each benefited parcel of land within the District. The Assessment Roll is filed in the Office of the City Clerk of the City of Newark and is incorporated in this Report. The list is keyed to the records of the Alameda County Assessor, which are incorporated herein by reference.

PART A

PLANS AND SPECIFICATIONS

IMPROVEMENTS AND SERVICES PURSUANT TO THE 1972 ACT

The improvements and services authorized by the provisions of the Landscape and Lighting Act of 1972, being Part 2 of Division 15 of the Streets and Highways Code, commencing with Section 22500 (hereafter referred to as the "1972 Act"), that may be applicable to this District and associated assessments may include one or more of the following definitions:

- "Improvement" means one or any combination of the following:
  - The installation or planting of landscaping.
  - The installation or construction of statuary, fountains, and other ornamental structures and facilities.
  - The installation or construction of public lighting facilities, including, but not limited to, traffic signals.
  - The installation or construction of any facilities which are appurtenant to any of the forgoing, or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
  - The installation of park or recreational improvements, including, but not limited to all the following:
    - Land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks, and drainage.
    - Lights, playground equipment, play courts, and public restrooms.
  - The maintenance or servicing, or both, of any of the forgoing, and of any improvements authorized below.
  - The acquisition of land for park, recreational, or open space purposes.
  - The acquisition of any existing improvement otherwise authorized herein.
  - The acquisition or construction of any community center, municipal auditorium or hall, or similar public facility for the indoor presentation of performances, shows, stage productions, fairs, conventions, exhibitions, pageants, meetings, parties, or other group events, activities, or functions, whether those events, activities, or functions are public or private.
- "Incidental expenses" include all the following:
  - The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment.
  - The costs of printing, advertising, and giving of published, posted, and mailed notices.
  - Compensation payable to the county for collection of assessments.
  - Compensation of any engineer or attorney employed to render services in proceedings pursuant to this part.
  - Any other expenses incidental to the construction, installation, or maintenance and servicing of improvements.

  - Any expenses incidental to the construction, installation, or maintenance and servicing of the improvements.
  - Any expenses incidental to the issuance of bonds or notes.
  - Costs associated with any elections held for the approval of a new or increased assessment.

- "Landscaping" means trees, shrubs, grass, or other ornamental vegetation.

- "Maintain" or "maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation, and services of any improvement, including:
  - Repair, removal or replacement of all or any part of any improvement.
  - Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
  - The removal of trimmings, rubbish, debris, and other solid waste.
  - The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

- "Public lighting facilities" means all works or improvements used or useful for the lighting of any public places, including ornamental standards, luminaries, poles, supports, tunnels, manholes, vaults, conduits, pipes, wires, conductors, guys, stubs, platforms, braces, transformers, insulators, contacts, switches, capacitors, meters, communication circuits, appliances, attachments, and appurtenances.

- "Service" or "servicing" means the furnishing of:
  - Electric current or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements.
  - Water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

DESCRIPTION OF DISTRICT IMPROVEMENTS

The improvements, which have been constructed within the City, and those which may be subsequently constructed, operated, maintained, and serviced with District assessments are generally described as follows:

- The Landscape Improvements include, but are not limited to landscaping, planting, turf, trees, irrigation systems, and fixtures in public street and sidewalk rights-of-way, including medians, traffic circles, parkways and other easements dedicated to the City within, and adjacent to, the zones.

- The Park Improvements include but are not limited to landscaping, planting, shrubbery, trees, irrigation systems, hardscapes and fixtures, trails, and open space areas.

- Street Lighting Improvements include, but are not limited to poles, fixtures, bulbs, conduits, conductors, equipment including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide lighting in public street and sidewalk rights-of-way and other easements dedicated to the City within, and adjacent to, the zones.

Improvement diagrams have been prepared identifying all improvements and areas that are to be maintained by the District. A copy of these diagrams is on file with the City's Public Works Department.

A more detailed description of the facilities which either have or will be constructed, operated, maintained, and serviced by each of the benefit zones follows.

Zone 1 (Bayshores)

Landscape Improvements

The Landscape Improvements include streetscapes, medians, and traffic circles, specifically:

- The south side of Central Avenue, between Willow Street and Salty Cove Road.
- The south side of Central Avenue, between Salty Cove Road and Hickory Street.
- East side of Willow Street, south of Central Avenue.
- West side of Willow Street, along the eastern border of the tract, including planter strips.
- Medians along Willow Street, between Central Avenue and Seawind Way.
- Traffic Circles at the intersections of Willow Street and Central Avenue, and Willow Street and Seawind Way.
- 47 Trash Capture Devices ("TCD") throughout the project, to keep trash from collecting in the landscaped areas along the southern edge of the project and the wetlands beyond.

Street Lighting Improvements

The Street Lighting Improvements will be located along streets within the zone as shown below:

- 7 streetlights located along Seawind Way at the eastern boundary of the zone.
- 10 streetlights located along Spring Tide Road, through the center of the zone.
- 3 streetlights located along Bayshores Drive.

- 2 streetlights located along Quiet Cove Way.
- 2 streetlights located along Lookout Way.
- 6 streetlights located along Harbor Light Road.
- 7 streetlights located along Central Avenue at the southern boundary of the zone.
- 13 streetlights located along Willow Street at the eastern boundary of the zone.

Zone 2 (Lighthouse)

Landscape Improvements

The Landscape Improvements include streetscapes, medians, and traffic circles, specifically:

- Northwest corner of intersection of Willow Street and Seawind Way.
- West side of Willow Street, along the easterly border of the tract, including planter strips.
- Medians along Willow Street, between Seawind Way and the northerly border of the tract.
- Traffic Circle at the intersection of Willow Street and Seawind Way.
- One TCD on Seawind Way.

Street Lighting Improvements

The Street Lighting Improvements will be located along streets within the zone as shown below:

- 3 streetlights located along Seawind Way.
- 1 streetlight located along Willow Street.
- 4 streetlights located along Willow Street between Seawind Way and Enterprise Drive.

Zone 3 (Newark Senior Housing – USA Properties)

Landscape Improvements

The Landscape Improvements include streetscapes, medians, and traffic circles, specifically:

- West side of Willow Street, along the eastern border of the project, including planter strips.

- Medians along Willow Street, between the northerly and southerly border of the project.

Street Lighting Improvements
The Street Lighting Improvements will be located along streets within the zone as shown below:

- 4 streetlights located along Willow Street between Seawind Way and Enterprise Drive.

Zone 4 (Tract 8098 – Glass Bay)

Landscape Improvements
The Landscape Improvements include streetscapes, medians, and traffic circles, specifically:

- The east side of Willow Street at the southeast and northeast corners of Seawind Way and Willow Street.
- Medians along Enterprise Drive along the northerly border of the tract.
- Traffic Circle at the intersection of Willow Street and Seawind Way.
- Traffic Circle at the intersection of Willow Street and Enterprise Drive.
- 27 Landscape Debris/TCD throughout the tract.

Street Lighting Improvements
The Street Lighting Improvements will be located along streets within the zone as shown below:

- 21 streetlights located throughout the interior of the tract.
- 4 streetlights located along Enterprise Drive at the northerly boundary of the tract.
- 4 streetlights located along Willow Street between Central Avenue and Seawind Way.
- 4 streetlights located along Willow Street between Seawind Way and Enterprise Drive.

Zone 5 (Tracts 8099 & 8436 - Bridgeway)

Landscape Improvements
The Landscape Improvements include streetscapes, medians, and traffic circles, specifically:

- Median islands at Hickory Street and Seawind Way.

- Traffic Circle at the intersection of Hickory Street and Seawind Way.
- Median islands at Seawind Way in Phase 2 of the development.
- 6 TCD on Seawind Way.
- 8 TCD on Bay Breeze Street.
- 2 TCD on Headlands Avenue.
- 17 TCD on Hickory Street.
- 12 TCD on Seawind Way, in Phase 2 of the development.
- The Bay Trail in Phases 1 and 2 of the development.

Street Lighting Improvements

The Street Lighting Improvements will be located along streets within the zone as shown below:

- 2 streetlights located along Headlands Avenue.
- 6 streetlights located along Bay Breeze Street.
- 4 streetlights located along Seawind Way in Phase 1 of the development.
- 4 streetlights located at the intersection of Seawind Way and Hickory Street.
- 15 streetlights located along Hickory Street.
- 8 streetlights located along Seawind Way in Phase 2 of the development.

Zone 6 (Tract 8459 – Compass Bay)

Landscape Improvements

The Landscape Improvements include streetscapes, medians, and traffic circles, specifically:

- Median Islands at Seawind Way and Hickory Street.
- Median Islands at Hickory Street and Enterprise Drive.
- Center Median on Enterprise Drive.
- Traffic Circle at Seawind Way and Hickory Street.

- Traffic Circle at Hickory Street and Enterprise Drive.
- 1 TCD on Seawind Way.
- 3 TCD on Hickory Street.
- 4 TCD on Enterprise Drive.

Park Improvements
Park improvements include but are not limited to landscaping, planting, shrubbery, trees, irrigation systems, hardscapes and fixtures and open space areas within a planned 5.05 acre park that is proposed for the FMC Willow Development to be located northwest of the Compass Bay development near the intersection of Hickory Street and Enterprise Drive.

Street Lighting Improvements
The Street Lighting Improvements will be located along streets within the zone as shown below:

- 1 Streetlight located on Seawind Way.
- 1 Streetlight located at the intersection of Seawind Way and Hickory Street.
- 2 Streetlights located on Hickory Street.
- 2 Streetlights located at the intersection of Hickory Street and Enterprise Drive.
- 6 Streetlights located on Enterprise Drive.

Zone 7 (Tract 8453 – Harbor Pointe)

Landscape Improvements
The Landscape Improvements include streetscapes, medians, and traffic circles, specifically:

- Traffic circle located at Enterprise Drive and Seawind Way.
- Median islands located along Enterprise Drive.
- Traffic circle located at Enterprise Drive and Hickory Street.
- 12 TCD along Enterprise Drive and the Enterprise Drive and Seawind Way traffic circle.
- The Bay Trail located along the exterior of the development.

Park Improvements

Park improvements include but are not limited to landscaping, planting, shrubbery, trees, irrigation systems, hardscapes and fixtures and open space areas within a planned 5.05 acre park that is proposed for the FMC Willow Development to be located northwest of the Compass Bay development near the intersection of Hickory Street and Enterprise Drive.

Street Lighting Improvements

The Street Lighting Improvements will be located along streets within the zone as shown below:

- 11 streetlights located along Enterprise Drive and the Enterprise Drive and Seawind Way traffic circle.

- 2 streetlights located at the traffic circle at Enterprise Drive and Hickory Street.

PART B

ESTIMATE OF COSTS

The 1972 Act requires that a special fund be set up for the collection of revenues and expenditures of the District. The Act provides that the total cost of construction, operation, and maintenance and servicing of the public improvements specified in Part A of this Report can be recovered by the District. Incidental expenses including administration of the District, engineering fees, legal fees and all other costs associated with the construction, operation and maintenance and servicing of the District can also be included.

Funds raised from the assessments shall be used only for the expenditures represented above. A contribution to the District by the City may be made to reduce assessments as the City deems appropriate. Any balance remaining on July 1 at the end of the fiscal year must be carried over to the next fiscal year unless the funds are being accumulated for future capital replacement projects or operating reserves.

The following table provides a summary of the estimated District revenues and cost estimates for Fiscal Year 2024-25.

Landscaping and Lighting District No. 19
Fiscal Year 2024-25 Cost Estimate

	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Total Amount
Projected Revenues								
Assessment Revenue	$41,551	$3,923	$2,720	$19,777	$40,200	$12,546	$0	$120,718
Non-Assessment Revenues[1]	$12,758	$3,258	$3,196	$5,004	$6,711	$4,908	$0	$35,836
Total Projected Revenues	**$54,309**	**$7,181**	**$5,916**	**$24,782**	**$46,911**	**$17,454**	**$0**	**$156,554**
Projected Expenses								
Contract Services[2]	$20,966	$5,702	$6,007	$3,663	$5,991	$4,580	$0	$46,908
Utilities	$6,521	$417	$599	$2,178	$3,562	$2,723	$0	$16,000
Administration and Incidentals	$15,310	$980	$1,406	$5,114	$8,364	$6,394	$0	$37,568
County Collection Fees	$706	$67	$46	$336	$683	$213	$0	$2,052
Unforeseen Maintenance and Repairs[3]	$2,175	$358	$403	$565	$930	$695	$0	$5,126
Total Projected Expenses	**$45,678**	**$7,525**	**$8,461**	**$11,855**	**$19,531**	**$14,605**	**$0**	**$107,655**
Projected Fund Balance								
Beginning Fund Balance - July 1, 2024	$272,687	$22,069	$15,302	$111,252	$190,244	$11,763	$0	$623,316
Reserve Fund Collection Increase/(Decrease)	$8,631	($343)	($2,545)	$12,927	$27,380	$2,849	$0	$48,899
Ending Fund Balance - June 30, 2025	$281,317	$21,726	$12,757	$124,178	$217,624	$14,612	$0	$672,215
Recommended Operating Reserves	$21,752	$3,583	$4,029	$5,645	$9,300	$6,955	$0	$51,264
Available Operating Reserves	$21,752	$3,583	$4,029	$5,645	$9,300	$6,955	$0	$51,264
Available Capital Reserves	$259,566	$18,143	$8,728	$118,533	$208,324	$7,657	$0	$620,951

[1]Non-Assessment Revenues include interest earnings estimated at 1.5% of Projected Beginning Fund Balance and the City contribution in the amount of $12,968 for General Benefits and $13,519 for Special Benefits conferred to property not in the District.

[2]Includes $10,000 in Zone 1 and $5,000 in Zones 2 and 3 for mulch and tree replacement projects.

[3]Unforeseen Maintenance and Repairs are assumed to be 5% of the Projected Expenses.

The purpose of the various reserves is to ensure the District will have funds available for cashflow purposes and to repair or reconstruct the improvements that are the responsibility of the District.

The Recommended Operating Reserve target is fifty percent (50%) of the projected expenditures. Maintaining a fully funded Operating Reserve eliminates the need for the City to transfer funds from non-District accounts to pay for operational expenses during the first half of the fiscal year and provides the District with sufficient funds to address any unforeseen or unusual expenditures that may occur during the year.

The purpose of collecting and holding funds in a Capital Reserve is so that when improvements need to be replaced or expenditures are greater than can be conveniently raised from a single year's assessment, funds are available so that the District can respond and address the need promptly.

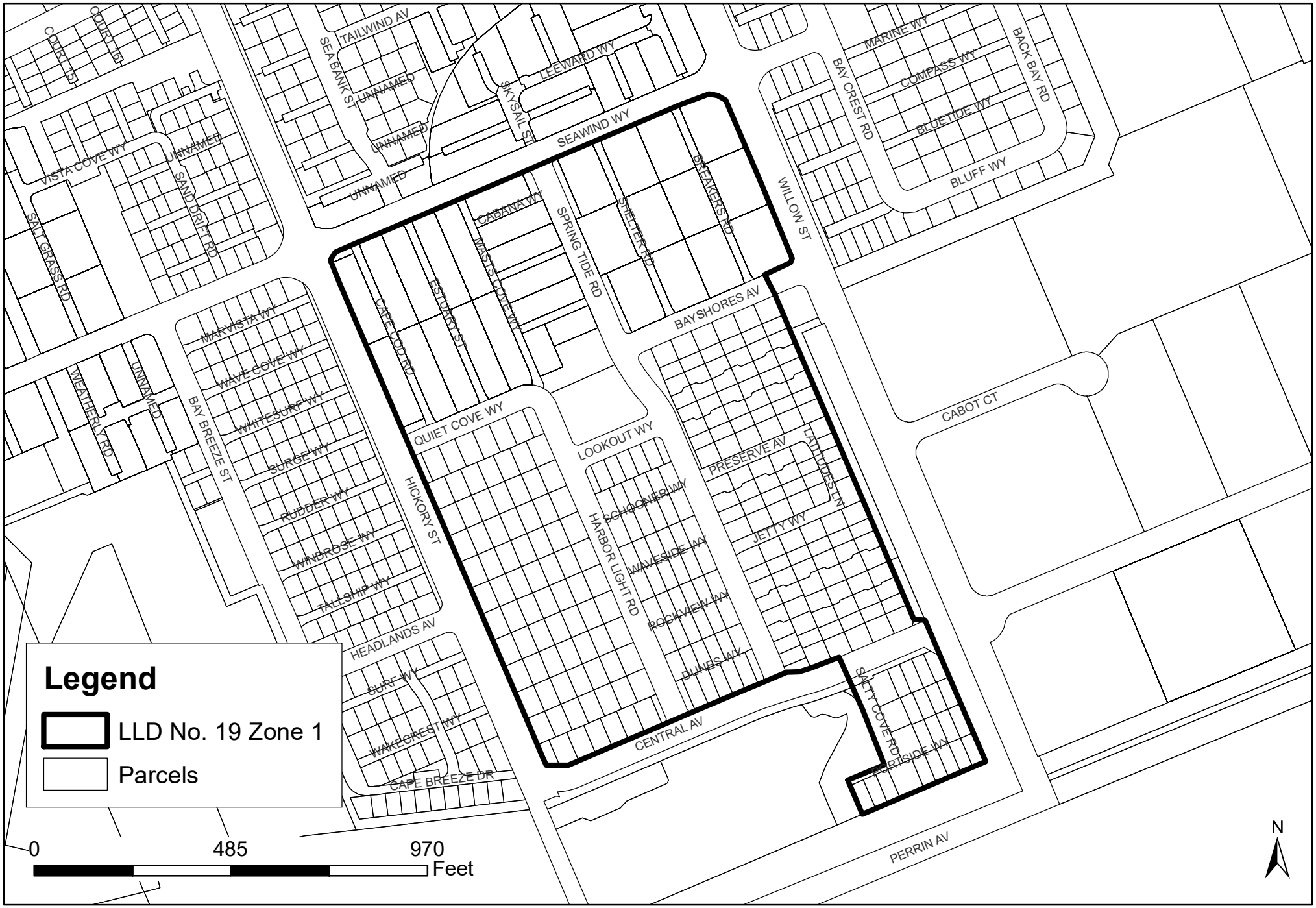
PART C

ASSESSMENT DISTRICT DIAGRAM

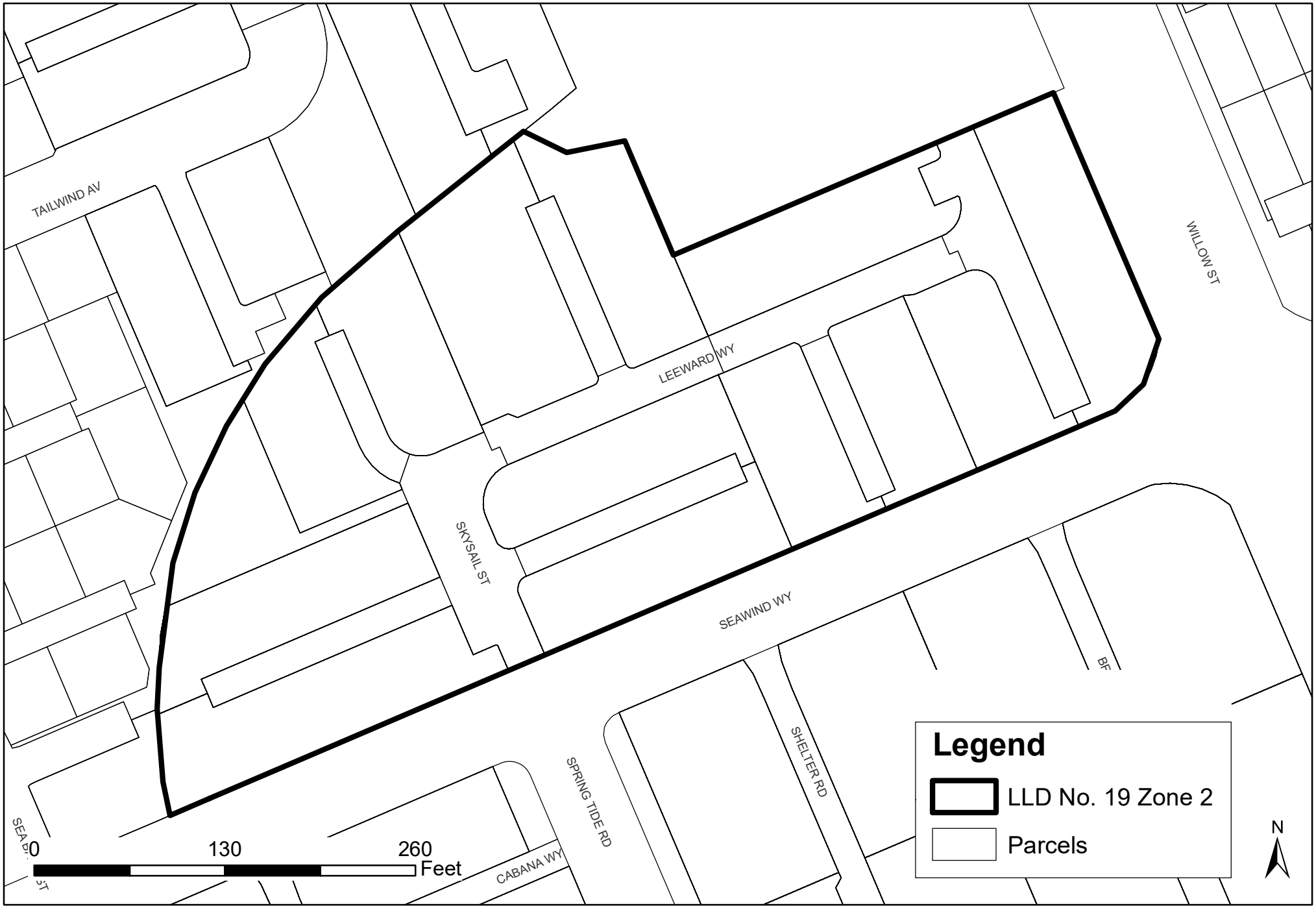
The boundaries of the District and each zone of benefit are shown herein. The Diagram is on file in the Public Works Department of the City and shown on the following page of this Engineer's Report. The lines and dimensions of each parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year in which this Report was prepared and are incorporated by reference herein and made part of this Report.

A reduced copy of the Assessment Diagram is shown on the following page.

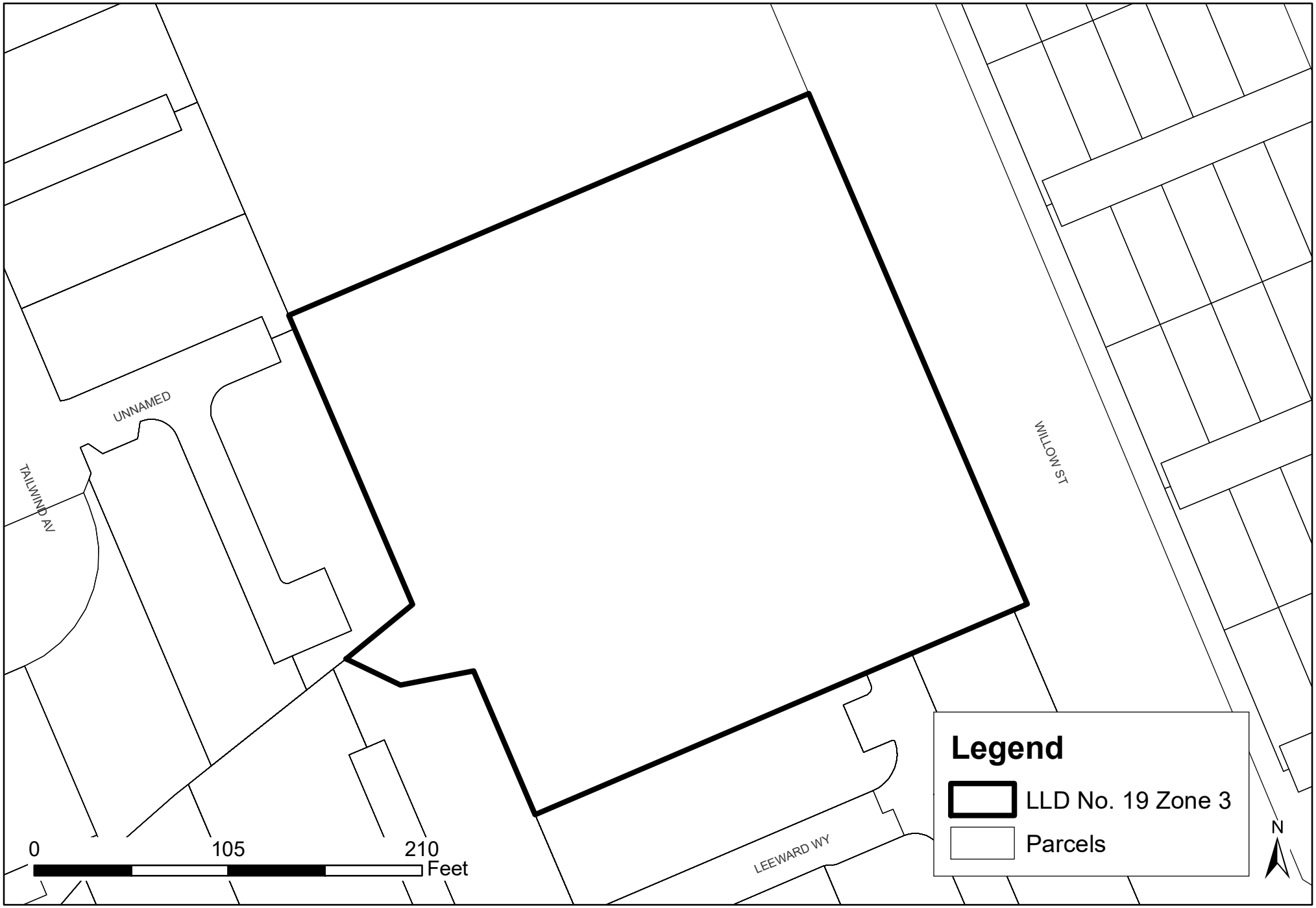
LANDSCAPING AND LIGHTING DISTRICT NO. 19 ZONE 1
(BAYSHORES)
ASSESSMENT DIAGRAM



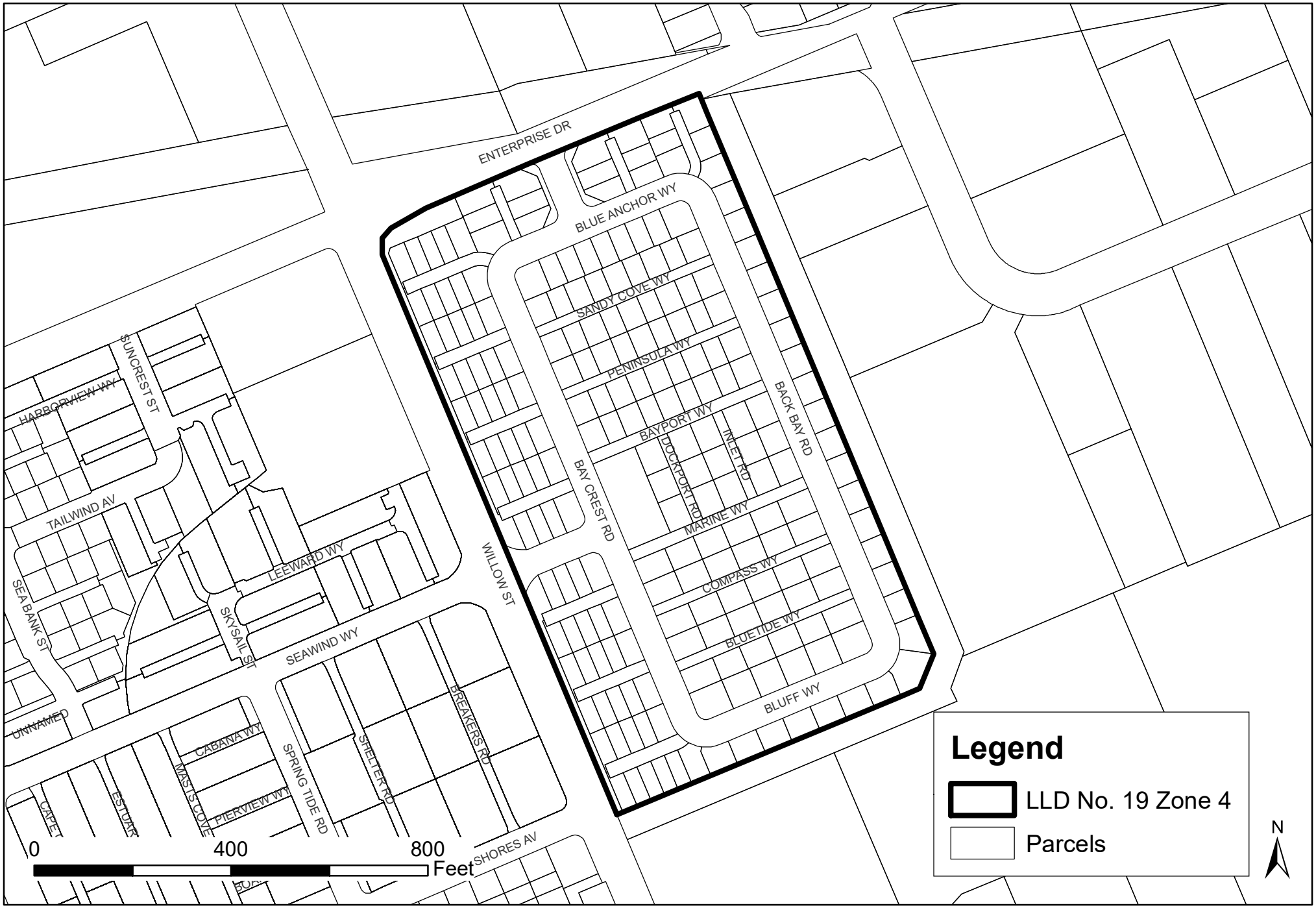
LANDSCAPING AND LIGHTING DISTRICT NO. 19 ZONE 2
ANNEXATION NO. 1 (LIGHTHOUSE)
ASSESSMENT DIAGRAM



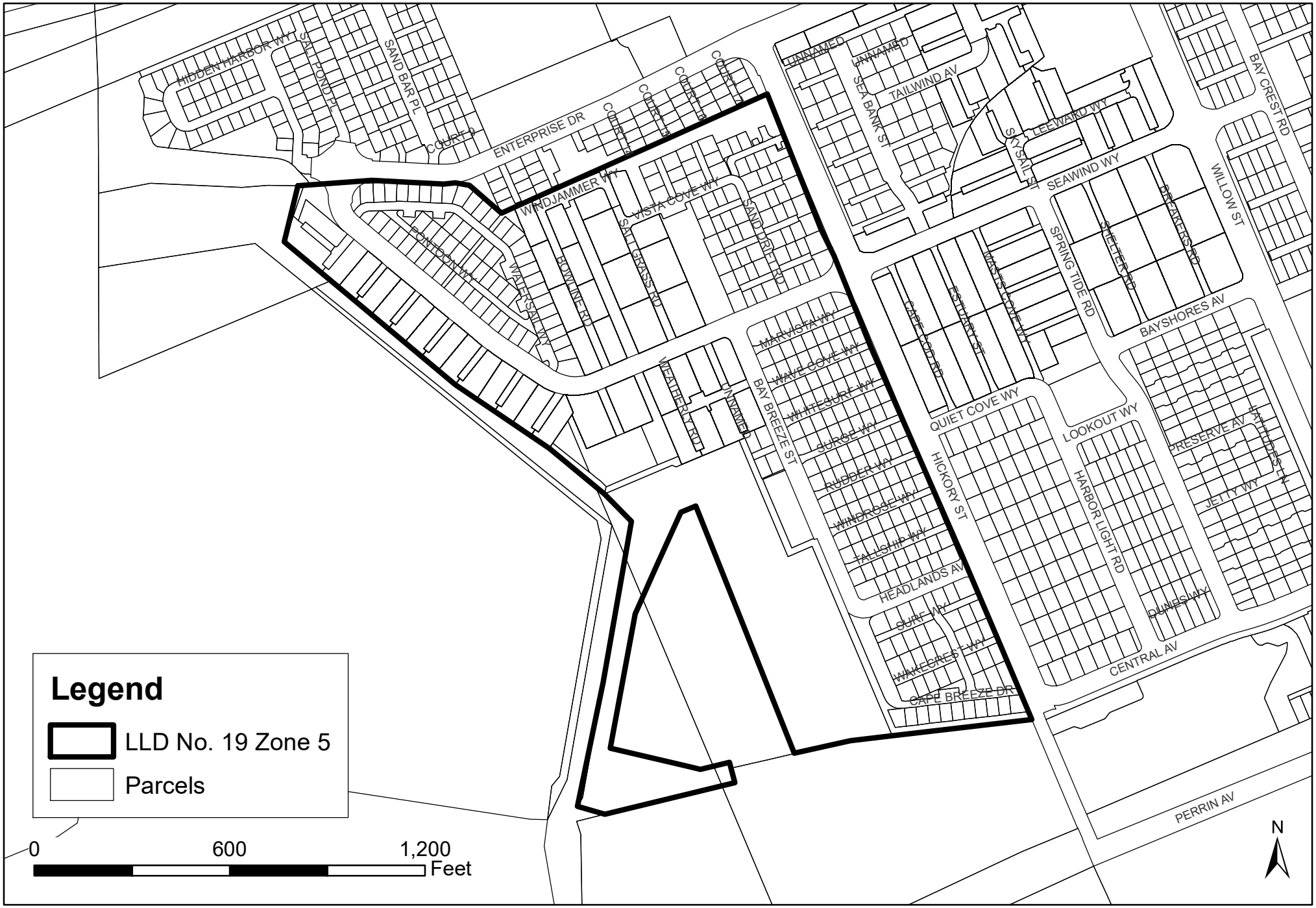
LANDSCAPING AND LIGHTING DISTRICT NO. 19 ZONE 3
ANNEXATION NO. 2 (NEWARK SENIORS HOUSING)
ASSESSMENT DIAGRAM



LANDSCAPING AND LIGHTING DISTRICT NO. 19 ZONE 4
ANNEXATION NO. 3 (GLASS BAY)
ASSESSMENT DIAGRAM

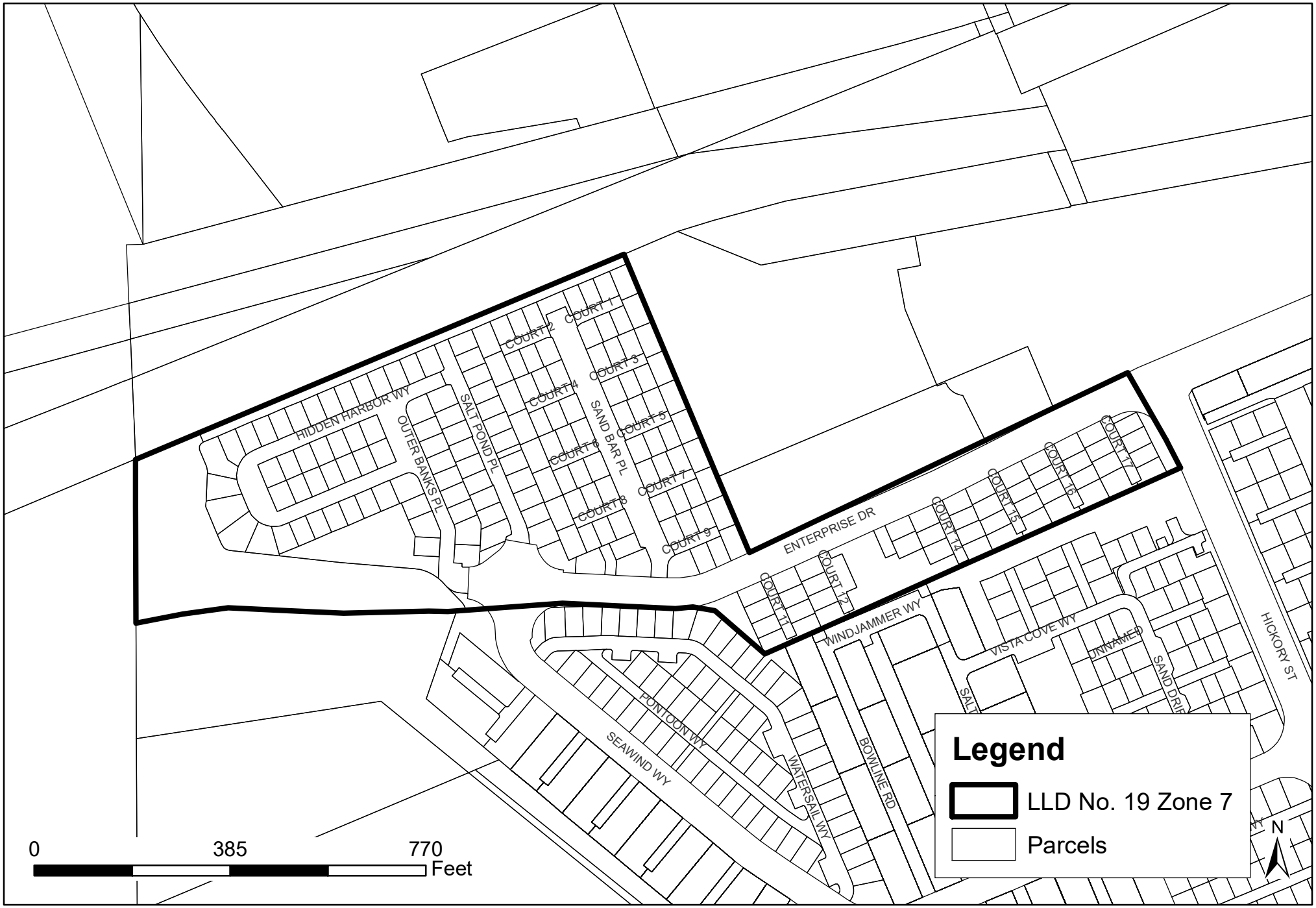


LANDSCAPING AND LIGHTING DISTRICT NO. 19 ZONE 5
ANNEXATION NO. 4 (BRIDGEWAY)
ASSESSMENT DIAGRAM



LANDSCAPING AND LIGHTING DISTRICT NO. 19 ZONE 6
ANNEXATION NO. 5 (COMPASS BAY)
ASSESSMENT DIAGRAM

LANDSCAPING AND LIGHTING DISTRICT NO. 19 ZONE 7
ANNEXATION NO. 6 (HARBOR POINTE)
ASSESSMENT DIAGRAM



PART D

METHOD OF APPORTIONMENT OF ASSESSMENTS

This section explains the benefits to be derived from the improvements and the methodology used to apportion the total costs of the improvements to properties within the District. The method used for apportioning the assessment is based upon the relative special benefits to be derived by the properties in the District and any established benefit zones. The assessment is apportioned to each parcel in proportion to the relative cost of the special benefits from the improvements.

General

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of streetlights, landscaping, parks, trails, open space, and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

The formula used for calculating assessments in the District therefore needs to reflect the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel. In addition, Article XIIID, of the California Constitution limits the amount of any assessment to the proportional "special benefit" conferred on the property. Article XIIID provides that only special benefits are assessable, and the City must separate the general benefits from the special benefits conferred on a parcel. There is no widely accepted or statutory formula for determining general and special benefit. However, the constitution states that a special benefit is different from a general benefit in that it is "particular and distinct" and "over and above" general benefits received by other properties. The 1972 Act permits the designation of zones of benefit within any individual assessment district if "by reasons or variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvement." Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax".

Article XIIID provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment. Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts and public parkways, utility easements, and that portion of public property that is not developed and used for business purposes similar to private residential, commercial, industrial, and institutional activities.

The amount to be assessed may be apportioned by any formula or method which fairly distributes the amount among all assessable lots or parcels. In order for the City to separate out the general and special benefits for each improvement type, an analysis of each improvement was conducted. The analysis reviewed the purpose and users of each improvement, and then identified the properties that benefit from the improvement both within and outside the District and each zone of benefit, and then allocated the costs to maintain, service, and replace each improvement type to each identified property.

Because general benefits are not assessable, any costs associated with general benefits or special benefits assigned to properties (both within and outside and the District and each zone of benefit) not in a zone of benefit are to be paid for by the City or by the area receiving special benefits from the improvements. Only the costs associated with the special benefits conferred on property within each zone of benefit from the authorized improvements are assessable, and therefore assessed herein. A full analysis showing the quantification and separation of special and general benefits performed by the City and Assessment Engineer at the time of formation and the establishment of each zone of benefit can be found in the formation and annexation reports for each zone of benefit. A summary of the analysis by improvement type is described below.

Discussion of Benefit

Each of the improvements have been carefully reviewed by the City and the corresponding assessments have been proportionately spread to each parcel based on the special benefits conferred to property from the improvements as determined at the time the District and each subsequent zone of benefit was established.

The District consists of all Assessor Parcels within the boundaries of a zone of benefit. The method of apportioning costs and assessing properties is based upon the proportional special benefits to be conferred by the improvements and services within each zone of benefit to the properties within and outside the boundaries of the District and each zone of benefit. The apportioning of special benefit is a two-step process: the first step is to identify the types of special benefits arising from the improvements and services, and the second step is to allocate the costs and assign assessments to property based on the estimates of the special benefit being conferred to each property.

In determining the proportionate special benefit derived by each identified parcel, the proximity of the parcel to the public improvements detailed in Part A above, and the capital, maintenance, and operating costs of said public improvements, was considered and analyzed. Due to the close proximity of the parcels to the improvements detailed in Part A above, it has been demonstrated and determined that the parcels are uniquely benefited by, and receive a direct advantage from, and are conferred a particular and distinct special benefit over and above general benefits by said public improvements in a way that is particular and distinct from its effect on other parcels, and that real property in general and the public at large do not share.

In summary, the assessments can only be levied based on the special benefit to property conferred from the installation, maintenance, and servicing of the improvements funded by

each zone of benefit within the District. These special benefits are not dependent on any one property owner's use of each zone of benefit's improvements or their specific demographic status. The basis for these special benefits comes from statutes approved by the California Legislature and other studies that describe the types of benefits received by property from such improvements. The identified special benefits conferred to property from the improvements are summarized as follows.

Special Benefit from Landscape Maintenance

All parcels within each zone of benefit of the District receive special benefit from Landscape Maintenance. Trees, landscaping, hardscapes, ornamental structures, and appurtenant facilities, if well maintained, confer a particular and distinct special benefit upon real property within each zone of benefit by providing beautification, shade and positive enhancement of the community character, attractiveness, and desirability of the surroundings. In addition, all the aforementioned contribute to a specific increase in property desirability and a specific enhancement of the property value of each parcel within each zone of benefit of the District.

In Parkways and Land Values, written by John Nolan and Henry V. Hubbard in 1937, it is stated:

> " ... there is no lack of opinion, based on general principles and experience and common sense, that parkways do in fact add value to property, even though the amount cannot be determined exactly .... Indeed, in most cases where public money has been spent on parkways the assumption has been made that the proposed parkway will show a provable financial profit to the City. It has been believed that the establishment of parkways causes a rise in real estate values throughout the City, or in parts of the City, ... "

It should be noted that the definition of "parkways" above may include the roadway as well as the landscaping alongside the roadway.

Special Benefit from Street Lighting Maintenance

All parcels within each applicable zone of benefit of the District receive special benefit from Street Lighting Maintenance. The special benefit from street lighting can be measured by increased safety to people and property, as well as the increased availability of lighting. The safety to people results in a special benefit to parcels because street lighting improves traffic safety during ingress and egress to the property and creates a deterrent to crime against property. The safety to property results in a special benefit to both developed and vacant or undeveloped parcels because street lighting operation, maintenance and servicing provides for the protection of buildings and personal property against crimes such as theft and vandalism.

Additionally, all parcels in the applicable zones of benefit receive a special benefit from the installation, operation, maintenance, and servicing of the street lighting on collector streets. Collector street lighting benefits properties primarily because the properties, and the persons traveling to and from the properties, are provided safe street access.

Special Benefit from Park Maintenance

All parcels within Zones 6 (Tract 8459 – Compass Bay) and 7 (Tract 8453 – Harbor Pointe) receive special benefit from Park Maintenance. The overall quality of life and desirability of an area is enhanced, when public parks and recreational facilities are in place, improved, operable, safe, clean, and properly maintained. Conversely, property desirability decreases when park and recreational facilities are unsafe or destroyed by the elements or vandalism.

Property desirability in an area also increases when there is an increase in the number of parks, recreation centers and sports facilities. These park and recreational facilities enable property owners to participate in sporting events, leisure activities, picnics, organized social events, and other miscellaneous activities.

Studies in several communities, including counties and cities throughout the United States, have indicated that recreation areas and facilities, if well maintained and wisely administered, have caused a marked increase in the property values of parcels in the community. Consequently, such recreation and park facilities have proved a potent factor in maintaining a sound economic condition and a high standard of livability in the community. These studies confirm the opinion, long held by planning authorities, as to the economic value of parks and recreational facilities in a community.

> *"The recreation value is realized as a rise in the value of land and other property in or near the recreation area, and is of both private interest to the landowner and others, holding an economic stake in the area, and of public interest to the taxpayers, who have a stake ...." (National Recreation and Park Association, June 1985)*
>
> *"Recreation and park amenities are central components in establishing the quality of life in a community. ... [Businesses'] main resource is their employees for whom quality of life is an important issue… The availability and attractiveness of local parks and programs influences some companies' relocation decisions. ... the presence of a park encourages real estate development around it.... ". (California Parks & Recreation, Winter 1997)*

The benefit of parks and other recreational facilities to residential and commercial/industrial properties has been summarized by several studies. The United States Department of the Interior, National Park Service, in a publication from June 1984, concluded that:

- Parks and recreation stimulate business and generate tax revenues
- Parks and recreation help conserve land, energy, and resources
- An investment in parks and recreation helps reduce pollution and noise, makes communities more livable, and increases property values
- Public recreation benefits all residents and employers by providing continuing opportunities to maintain a level of fitness throughout one's working life, and through helping individuals cope with the stress of a fast-paced and demanding life

Proper maintenance and operation of the parks within the City benefits those properties within the service areas of the parks by providing environmental quality and recreational enhancement.

Special Benefit to Parcels Outside of the District

There are parcels outside each zone of benefit that receive special benefit from some of the improvements. Based on the analysis performed at the time of formation and the establishment of each subsequent annexation, a summary of the percentage of annual costs attributable to special benefits to parcels outside the District by zone of benefit is shown below:

LLD No. 19 Benefit Zone	Percentage of Costs Attributed to Special Benefit Outside the Zone
Zone 1 (Bayshore)	4.46%
Zone 2 (Lighthouse)	36.23%
Zone 3 (Newark Senior Housing)	35.06%
Zone 4 (Tract 8098 - Glass Bay)	11.29%
Zone 5 (Tracts 8099 & 8436 - Bridgeway)	3.97%
Zone 6 (Tract 8459 - Compass Bay)	25.17%
Zone 7 (Tract 8453 - Harbor Pointe)	3.83%

The share of costs attributable to special benefits conferred to parcels outside of each zone of benefit cannot be assessed to properties within each specific zone, but are required to be paid by some other source, such as the City's General Fund.

General Benefit

The Assessment Engineer at the time of District formation and at the establishment of each subsequent annexation performed an analysis and determined there are general benefits conferred from the landscape and park improvements to the public at large. Based on these analyses performed by the original Assessment Engineer, a summary of the percentage of annual costs attributable to general benefit are shown below:

LLD No. 19 Benefit Zone	Percentage of Costs Attributed to General Benefit
Zone 1 (Bayshore)	14.52%
Zone 2 (Lighthouse)	2.67%
Zone 3 (Newark Senior Housing)	0.00%
Zone 4 (Tract 8098 - Glass Bay)	16.85%
Zone 5 (Tracts 8099 & 8436 - Bridgeway)	15.78%
Zone 6 (Tract 8459 - Compass Bay)	7.23%
Zone 7 (Tract 8453 - Harbor Pointe)	6.71%

The share of costs attributable to the general benefits of each zone of benefit cannot be assessed to properties within each specific zone, but are required to be paid by some other source, such as the City's General Fund.

Method of Assessment

This process of apportioning assessments to each property involves determining the relative special benefit received by each property from the improvements and services. Since the assessment will be levied against parcels of property as shown on the tax roll, the final charges must be assigned by Assessor's Parcel Number. If assessments were to be spread just by parcel, not considering land use or parcel size, a single family parcel would be paying the same as a 50 unit apartment parcel or a large commercial establishment and this would not be equitable.

Therefore, the City and Engineer at the time of formation and the establishment of each subsequent zone, determined that the most appropriate method of apportioning costs was determined to be spreading each benefit zone costs on an Equivalent Dwelling Unit (EDU) basis. The single family detached residential unit or lot has been selected as the basic unit for calculation of assessments and is defined as one EDU. Each land-use in the District is converted to EDU's. The EDU method is seen as the most appropriate and equitable method of spread of benefit to each parcel from the improvements since it is based on land-use type and parcel size. Property within the District is assigned to one of the following categories.

Single Family Residential. Parcels zoned for single family detached home residential uses are assessed 1 EDU per dwelling unit. Parcels designated as Single Family Residential land-use will be assessed 1 EDU per dwelling unit or lot, including undeveloped subdivided residential lots and vacant land zoned for single family residential uses with a tentative or final tract map.

Multiple Family Residential. Multiple-family residential (including apartments, condominiums, townhomes, and duplexes) land use equivalencies are determined based on the number of dwelling units on each parcel. Due to population density and size of structure relative to the typical single family residence, each dwelling unit defined as multi-family residential, including apartments, condominiums, town homes, and duplexes, are assigned and EDU of 0.75 EDU . The EDU's assigned to a multiple-family residential parcel are calculated by multiplying the number of dwelling units by the EDU Factor of 0.75.

Non-Residential. In converting non-residential properties to EDU's, the EDU Factor used in each zone of benefit was determined using the EDU density of the residential property for each zone. During formation and the establishment of each subsequent zone, the number of planned residential EDU located in the zone were divided by the associated acreage to arrive at an EDU factor per acre for non-residential parcels. All properties that are developed for non-residential uses are therefore assigned an EDU factor per acre by zone of benefit, all of which are shown in the table below. Non-Residential may include but not be limited to commercial, industrial, church, school, institutional, and other non-residential uses.

Undeveloped Parcels. Undeveloped parcels receive a reduced level of benefit as compared to developed parcels. Undeveloped parcels therefore are assessed at 20% of

the non-residential rate per acre for each zone of benefit. This includes all lots designated as undeveloped or vacant without a tentative or final tract map but does not include easements or streets, whether private or public, which are non-assessable.

Exempt Parcels. - Publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the improvements. Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts, public parkways, public property designated open space, and any portion of public property that is not used for business purposes similar to private residential, commercial, industrial, and institutional activities. Also exempted from the assessments are private streets, utility easements, homeowner's or property owner's association common areas (except club houses, community centers, parking lots, etc.) and any other parcels that do not receive a special and direct benefit from the improvements.

The following table summarizes the EDU Factors by zone of benefit for each land use category.

		EDU Factor						
Land Use Classification	**Unit**	**Zone 1**	**Zone 2**	**Zone 3**	**Zone 4**	**Zone 5**	**Zone 6**	**Zone 7**
Single-Family Residential	per Dwelling Unit	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Multi-Family Residential	per Dwelling Unit	0.750	0.750	0.750	0.750	0.750	0.750	0.750
Non-Residential	per Acre	11.250	8.158	27.040	10.150	8.158	7.810	8.158
Vacant Property	per Acre	2.250	1.632	5.410	2.030	1.631	1.562	1.631

Parcels within each zone may be assessed once it is anticipated that improvements will need to be maintained or reserve funds will need to be collected for the ensuing fiscal year.

The table below summarizes both the maximum and applied assessment rates per EDU for Fiscal Year 2024-25.

LLD No. 19 Benefit Zone	Maximum Assessment Rate	Applied Assessment Rate
Zone 1 (Bayshore)	$113.35	$87.34
Zone 2 (Lighthouse)	$77.15	$59.45
Zone 3 (Newark Senior Housing)	$62.76	$48.36
Zone 4 (Tract 8098 - Glass Bay)	$118.28	$91.14
Zone 5 (Tracts 8099 & 8436 - Bridgeway)	$96.83	$80.00
Zone 6 (Tract 8459 - Compass Bay)	$126.28	$107.46
Zone 7 (Tract 8453 - Harbor Pointe)	$143.93	$0.00

Maximum Assessment Rate Increases

The maximum assessment rates for each zone may be adjusted annually by the greater of the annual increase in the Bureau of Labor Statistics, Consumer Price Index for the month of February, All Urban Consumers for the San Francisco/Oakland/San Jose area, or 3%.

Appeals and Interpretations

Any property owner who feels that the assessment levied on the subject property is in error because of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with City Engineer or his or her designee. Any such appeal is limited to correction of an assessment during the then current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the City Engineer or his or her designee will promptly review the appeal and any information provided by the property owner. If the City Engineer or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the City Engineer or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any property owner who disagrees with the decision of the City Engineer or her or his designee may refer their appeal to the City Council and the decision of the City Council shall be final.

PART E

ASSESSMENT ROLL

A list of names and addresses of the owners of all parcels, and the description of each parcel within the District is shown on the last equalized Secured Property Tax Roll of the Alameda County Assessor, which by reference is hereby made a part of this Report.

This list is keyed to the Assessor's Parcel Numbers as shown on the Assessment Roll, which includes the proposed amount of assessments for Fiscal Year 2024-25 apportioned to each parcel. The Assessment Roll is on file in the Public Works Department of the City and is included in this Report beginning on the next page.

The total proposed assessment for Fiscal Year 2024-25 is $120,717.72**.**

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 19
ASSESSMENT ROLL
FISCAL YEAR 2024-25

Assessor's Parcel Number	Zone	Assessment Amount	Assessor's Parcel Number	Zone	Assessment Amount	Assessor's Parcel Number	Zone	Assessment Amount
092 -0257-033-00	1	$65.50	092 -0257-102-00	1	$65.50	092 -0257-160-00	1	$65.50
092 -0257-034-00	1	$65.50	092 -0257-103-00	1	$65.50	092 -0257-161-00	1	$65.50
092 -0257-035-00	1	$65.50	092 -0257-104-00	1	$65.50	092 -0257-162-00	1	$65.50
092 -0257-036-00	1	$65.50	092 -0257-105-00	1	$65.50	092 -0257-164-00	1	$65.50
092 -0257-037-00	1	$65.50	092 -0257-107-00	1	$65.50	092 -0257-165-00	1	$65.50
092 -0257-038-00	1	$65.50	092 -0257-108-00	1	$65.50	092 -0257-166-00	1	$65.50
092 -0257-039-00	1	$65.50	092 -0257-109-00	1	$65.50	092 -0257-167-00	1	$65.50
092 -0257-040-00	1	$65.50	092 -0257-110-00	1	$65.50	092 -0257-168-00	1	$65.50
092 -0257-041-00	1	$65.50	092 -0257-111-00	1	$65.50	092 -0257-169-00	1	$65.50
092 -0257-042-00	1	$65.50	092 -0257-112-00	1	$65.50	092 -0257-170-00	1	$65.50
092 -0257-043-00	1	$65.50	092 -0257-113-00	1	$65.50	092 -0257-171-00	1	$65.50
092 -0257-045-00	1	$65.50	092 -0257-114-00	1	$65.50	092 -0257-172-00	1	$65.50
092 -0257-046-00	1	$65.50	092 -0257-115-00	1	$65.50	092 -0257-174-00	1	$65.50
092 -0257-047-00	1	$65.50	092 -0257-117-00	1	$65.50	092 -0257-175-00	1	$65.50
092 -0257-048-00	1	$65.50	092 -0257-118-00	1	$65.50	092 -0257-176-00	1	$65.50
092 -0257-049-00	1	$65.50	092 -0257-119-00	1	$65.50	092 -0257-177-00	1	$65.50
092 -0257-050-00	1	$65.50	092 -0257-120-00	1	$65.50	092 -0257-178-00	1	$65.50
092 -0257-051-00	1	$65.50	092 -0257-121-00	1	$65.50	092 -0257-179-00	1	$65.50
092 -0257-052-00	1	$65.50	092 -0257-122-00	1	$65.50	092 -0257-180-00	1	$65.50
092 -0257-053-00	1	$65.50	092 -0257-123-00	1	$65.50	092 -0257-181-00	1	$65.50
092 -0257-067-00	1	$65.50	092 -0257-124-00	1	$65.50	092 -0257-182-00	1	$65.50
092 -0257-068-00	1	$65.50	092 -0257-125-00	1	$65.50	092 -0257-184-00	1	$65.50
092 -0257-069-00	1	$65.50	092 -0257-127-00	1	$65.50	092 -0257-185-00	1	$65.50
092 -0257-070-00	1	$65.50	092 -0257-128-00	1	$65.50	092 -0257-186-00	1	$65.50
092 -0257-071-00	1	$65.50	092 -0257-129-00	1	$65.50	092 -0257-187-00	1	$65.50
092 -0257-072-00	1	$65.50	092 -0257-130-00	1	$65.50	092 -0257-188-00	1	$65.50
092 -0257-073-00	1	$65.50	092 -0257-131-00	1	$65.50	092 -0257-189-00	1	$65.50
092 -0257-074-00	1	$65.50	092 -0257-132-00	1	$65.50	092 -0257-190-00	1	$65.50
092 -0257-075-00	1	$65.50	092 -0257-133-00	1	$65.50	092 -0257-191-00	1	$65.50
092 -0257-077-00	1	$65.50	092 -0257-134-00	1	$65.50	092 -0257-192-00	1	$65.50
092 -0257-078-00	1	$65.50	092 -0257-136-00	1	$65.50	092 -0257-194-00	1	$65.50
092 -0257-079-00	1	$65.50	092 -0257-137-00	1	$65.50	092 -0257-195-00	1	$65.50
092 -0257-080-00	1	$65.50	092 -0257-138-00	1	$65.50	092 -0257-196-00	1	$65.50
092 -0257-081-00	1	$65.50	092 -0257-139-00	1	$65.50	092 -0257-197-00	1	$65.50
092 -0257-082-00	1	$65.50	092 -0257-140-00	1	$65.50	092 -0257-198-00	1	$65.50
092 -0257-083-00	1	$65.50	092 -0257-141-00	1	$65.50	092 -0257-199-00	1	$65.50
092 -0257-084-00	1	$65.50	092 -0257-142-00	1	$65.50	092 -0257-200-00	1	$65.50
092 -0257-086-00	1	$65.50	092 -0257-144-00	1	$65.50	092 -0257-201-00	1	$65.50
092 -0257-087-00	1	$65.50	092 -0257-145-00	1	$65.50	092 -0257-202-00	1	$65.50
092 -0257-088-00	1	$65.50	092 -0257-146-00	1	$65.50	092 -0257-204-00	1	$65.50
092 -0257-089-00	1	$65.50	092 -0257-147-00	1	$65.50	092 -0257-205-00	1	$65.50
092 -0257-090-00	1	$65.50	092 -0257-148-00	1	$65.50	092 -0257-206-00	1	$65.50
092 -0257-091-00	1	$65.50	092 -0257-149-00	1	$65.50	092 -0257-207-00	1	$65.50
092 -0257-092-00	1	$65.50	092 -0257-150-00	1	$65.50	092 -0257-208-00	1	$65.50
092 -0257-093-00	1	$65.50	092 -0257-151-00	1	$65.50	092 -0257-209-00	1	$65.50
092 -0257-095-00	1	$65.50	092 -0257-152-00	1	$65.50	092 -0257-210-00	1	$65.50
092 -0257-096-00	1	$65.50	092 -0257-154-00	1	$65.50	092 -0257-211-00	1	$65.50
092 -0257-097-00	1	$65.50	092 -0257-155-00	1	$65.50	092 -0257-213-00	1	$65.50
092 -0257-098-00	1	$65.50	092 -0257-156-00	1	$65.50	092 -0257-214-00	1	$65.50
092 -0257-099-00	1	$65.50	092 -0257-157-00	1	$65.50	092 -0257-215-00	1	$65.50
092 -0257-100-00	1	$65.50	092 -0257-158-00	1	$65.50	092 -0257-216-00	1	$65.50
092 -0257-101-00	1	$65.50	092 -0257-159-00	1	$65.50	092 -0257-217-00	1	$65.50

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 19
ASSESSMENT ROLL
FISCAL YEAR 2024-25

Assessor's Parcel Number	Zone	Assessment Amount	Assessor's Parcel Number	Zone	Assessment Amount	Assessor's Parcel Number	Zone	Assessment Amount
092 -0257-218-00	1	$65.50	092 -0257-275-00	1	$65.50	092 -0257-333-00	1	$65.50
092 -0257-219-00	1	$65.50	092 -0257-276-00	1	$65.50	092 -0257-334-00	1	$65.50
092 -0257-220-00	1	$65.50	092 -0257-277-00	1	$65.50	092 -0257-335-00	1	$65.50
092 -0257-221-00	1	$65.50	092 -0257-278-00	1	$65.50	092 -0257-336-00	1	$65.50
092 -0257-222-00	1	$65.50	092 -0257-279-00	1	$65.50	092 -0257-337-00	1	$65.50
092 -0257-223-00	1	$65.50	092 -0257-280-00	1	$65.50	092 -0258-012-00	1	$87.34
092 -0257-225-00	1	$65.50	092 -0257-281-00	1	$65.50	092 -0258-013-00	1	$87.34
092 -0257-226-00	1	$65.50	092 -0257-282-00	1	$65.50	092 -0258-014-00	1	$87.34
092 -0257-227-00	1	$65.50	092 -0257-284-00	1	$65.50	092 -0258-015-00	1	$87.34
092 -0257-228-00	1	$65.50	092 -0257-285-00	1	$65.50	092 -0258-016-00	1	$87.34
092 -0257-229-00	1	$65.50	092 -0257-286-00	1	$65.50	092 -0258-017-00	1	$87.34
092 -0257-230-00	1	$65.50	092 -0257-287-00	1	$65.50	092 -0258-018-00	1	$87.34
092 -0257-231-00	1	$65.50	092 -0257-288-00	1	$65.50	092 -0258-019-00	1	$87.34
092 -0257-232-00	1	$65.50	092 -0257-289-00	1	$65.50	092 -0258-020-00	1	$87.34
092 -0257-233-00	1	$65.50	092 -0257-290-00	1	$65.50	092 -0258-021-00	1	$87.34
092 -0257-234-00	1	$65.50	092 -0257-291-00	1	$65.50	092 -0258-022-00	1	$87.34
092 -0257-235-00	1	$65.50	092 -0257-292-00	1	$65.50	092 -0258-023-00	1	$87.34
092 -0257-237-00	1	$65.50	092 -0257-294-00	1	$65.50	092 -0258-024-00	1	$87.34
092 -0257-238-00	1	$65.50	092 -0257-295-00	1	$65.50	092 -0258-025-00	1	$87.34
092 -0257-239-00	1	$65.50	092 -0257-296-00	1	$65.50	092 -0258-026-00	1	$87.34
092 -0257-240-00	1	$65.50	092 -0257-297-00	1	$65.50	092 -0258-027-00	1	$87.34
092 -0257-241-00	1	$65.50	092 -0257-298-00	1	$65.50	092 -0258-028-00	1	$87.34
092 -0257-242-00	1	$65.50	092 -0257-299-00	1	$65.50	092 -0258-029-00	1	$87.34
092 -0257-243-00	1	$65.50	092 -0257-300-00	1	$65.50	092 -0258-030-00	1	$87.34
092 -0257-244-00	1	$65.50	092 -0257-301-00	1	$65.50	092 -0258-031-00	1	$87.34
092 -0257-245-00	1	$65.50	092 -0257-302-00	1	$65.50	092 -0258-032-00	1	$87.34
092 -0257-246-00	1	$65.50	092 -0257-303-00	1	$65.50	092 -0258-033-00	1	$87.34
092 -0257-247-00	1	$65.50	092 -0257-305-00	1	$65.50	092 -0258-034-00	1	$87.34
092 -0257-249-00	1	$65.50	092 -0257-306-00	1	$65.50	092 -0258-035-00	1	$87.34
092 -0257-250-00	1	$65.50	092 -0257-307-00	1	$65.50	092 -0258-036-00	1	$87.34
092 -0257-251-00	1	$65.50	092 -0257-308-00	1	$65.50	092 -0258-037-00	1	$87.34
092 -0257-252-00	1	$65.50	092 -0257-309-00	1	$65.50	092 -0258-038-00	1	$87.34
092 -0257-253-00	1	$65.50	092 -0257-310-00	1	$65.50	092 -0258-039-00	1	$87.34
092 -0257-254-00	1	$65.50	092 -0257-311-00	1	$65.50	092 -0258-040-00	1	$87.34
092 -0257-255-00	1	$65.50	092 -0257-312-00	1	$65.50	092 -0258-041-00	1	$87.34
092 -0257-256-00	1	$65.50	092 -0257-313-00	1	$65.50	092 -0258-042-00	1	$87.34
092 -0257-257-00	1	$65.50	092 -0257-314-00	1	$65.50	092 -0258-043-00	1	$87.34
092 -0257-258-00	1	$65.50	092 -0257-315-00	1	$65.50	092 -0258-044-00	1	$87.34
092 -0257-259-00	1	$65.50	092 -0257-317-00	1	$65.50	092 -0258-045-00	1	$87.34
092 -0257-261-00	1	$65.50	092 -0257-318-00	1	$65.50	092 -0258-046-00	1	$87.34
092 -0257-262-00	1	$65.50	092 -0257-319-00	1	$65.50	092 -0258-047-00	1	$87.34
092 -0257-263-00	1	$65.50	092 -0257-320-00	1	$65.50	092 -0258-048-00	1	$87.34
092 -0257-264-00	1	$65.50	092 -0257-321-00	1	$65.50	092 -0258-049-00	1	$87.34
092 -0257-265-00	1	$65.50	092 -0257-322-00	1	$65.50	092 -0258-050-00	1	$87.34
092 -0257-266-00	1	$65.50	092 -0257-323-00	1	$65.50	092 -0258-051-00	1	$87.34
092 -0257-267-00	1	$65.50	092 -0257-324-00	1	$65.50	092 -0258-052-00	1	$87.34
092 -0257-268-00	1	$65.50	092 -0257-325-00	1	$65.50	092 -0258-053-00	1	$87.34
092 -0257-269-00	1	$65.50	092 -0257-327-00	1	$65.50	092 -0258-054-00	1	$87.34
092 -0257-270-00	1	$65.50	092 -0257-328-00	1	$65.50	092 -0258-055-00	1	$87.34
092 -0257-272-00	1	$65.50	092 -0257-329-00	1	$65.50	092 -0258-056-00	1	$87.34
092 -0257-273-00	1	$65.50	092 -0257-330-00	1	$65.50	092 -0258-057-00	1	$87.34
092 -0257-274-00	1	$65.50	092 -0257-331-00	1	$65.50	092 -0258-058-00	1	$87.34

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 19
ASSESSMENT ROLL
FISCAL YEAR 2024-25

Assessor's Parcel Number	Zone	Assessment Amount	Assessor's Parcel Number	Zone	Assessment Amount	Assessor's Parcel Number	Zone	Assessment Amount
092 -0258-059-00	1	$87.34	092 -0258-111-00	1	$87.34	092 -0258-163-00	1	$87.34
092 -0258-060-00	1	$87.34	092 -0258-112-00	1	$87.34	092 -0258-164-00	1	$87.34
092 -0258-061-00	1	$87.34	092 -0258-113-00	1	$87.34	092 -0258-165-00	1	$87.34
092 -0258-062-00	1	$87.34	092 -0258-114-00	1	$87.34	092 -0258-166-00	1	$87.34
092 -0258-063-00	1	$87.34	092 -0258-115-00	1	$87.34	092 -0258-167-00	1	$87.34
092 -0258-064-00	1	$87.34	092 -0258-116-00	1	$87.34	092 -0258-168-00	1	$87.34
092 -0258-065-00	1	$87.34	092 -0258-117-00	1	$87.34	092 -0258-169-00	1	$87.34
092 -0258-066-00	1	$87.34	092 -0258-118-00	1	$87.34	092 -0258-170-00	1	$87.34
092 -0258-067-00	1	$87.34	092 -0258-119-00	1	$87.34	092 -0258-171-00	1	$87.34
092 -0258-068-00	1	$87.34	092 -0258-120-00	1	$87.34	092 -0258-172-00	1	$87.34
092 -0258-069-00	1	$87.34	092 -0258-121-00	1	$87.34	092 -0258-173-00	1	$87.34
092 -0258-070-00	1	$87.34	092 -0258-122-00	1	$87.34	092 -0258-174-00	1	$87.34
092 -0258-071-00	1	$87.34	092 -0258-123-00	1	$87.34	092 -0258-175-00	1	$87.34
092 -0258-072-00	1	$87.34	092 -0258-124-00	1	$87.34	092 -0258-176-00	1	$87.34
092 -0258-073-00	1	$87.34	092 -0258-125-00	1	$87.34	092 -0258-177-00	1	$87.34
092 -0258-074-00	1	$87.34	092 -0258-126-00	1	$87.34	092 -0258-178-00	1	$87.34
092 -0258-075-00	1	$87.34	092 -0258-127-00	1	$87.34	092 -0258-179-00	1	$87.34
092 -0258-076-00	1	$87.34	092 -0258-128-00	1	$87.34	092 -0258-180-00	1	$87.34
092 -0258-077-00	1	$87.34	092 -0258-129-00	1	$87.34	092 -0258-181-00	1	$87.34
092 -0258-078-00	1	$87.34	092 -0258-130-00	1	$87.34	092 -0258-182-00	1	$87.34
092 -0258-079-00	1	$87.34	092 -0258-131-00	1	$87.34	092 -0258-183-00	1	$87.34
092 -0258-080-00	1	$87.34	092 -0258-132-00	1	$87.34	092 -0258-184-00	1	$87.34
092 -0258-081-00	1	$87.34	092 -0258-133-00	1	$87.34	092 -0258-185-00	1	$87.34
092 -0258-082-00	1	$87.34	092 -0258-134-00	1	$87.34	092 -0258-186-00	1	$87.34
092 -0258-083-00	1	$87.34	092 -0258-135-00	1	$87.34	092 -0258-187-00	1	$87.34
092 -0258-084-00	1	$87.34	092 -0258-136-00	1	$87.34	092 -0258-188-00	1	$87.34
092 -0258-085-00	1	$87.34	092 -0258-137-00	1	$87.34	092 -0258-189-00	1	$87.34
092 -0258-086-00	1	$87.34	092 -0258-138-00	1	$87.34	092 -0258-190-00	1	$87.34
092 -0258-087-00	1	$87.34	092 -0258-139-00	1	$87.34	092 -0258-191-00	1	$87.34
092 -0258-088-00	1	$87.34	092 -0258-140-00	1	$87.34	092 -0258-192-00	1	$87.34
092 -0258-089-00	1	$87.34	092 -0258-141-00	1	$87.34	092 -0258-193-00	1	$87.34
092 -0258-090-00	1	$87.34	092 -0258-142-00	1	$87.34	092 -0258-194-00	1	$87.34
092 -0258-091-00	1	$87.34	092 -0258-143-00	1	$87.34	092 -0258-195-00	1	$87.34
092 -0258-092-00	1	$87.34	092 -0258-144-00	1	$87.34	092 -0258-196-00	1	$87.34
092 -0258-093-00	1	$87.34	092 -0258-145-00	1	$87.34	092 -0258-197-00	1	$87.34
092 -0258-094-00	1	$87.34	092 -0258-146-00	1	$87.34	092 -0258-198-00	1	$87.34
092 -0258-095-00	1	$87.34	092 -0258-147-00	1	$87.34	092 -0258-199-00	1	$87.34
092 -0258-096-00	1	$87.34	092 -0258-148-00	1	$87.34	092 -0258-200-00	1	$87.34
092 -0258-097-00	1	$87.34	092 -0258-149-00	1	$87.34	092 -0258-201-00	1	$87.34
092 -0258-098-00	1	$87.34	092 -0258-150-00	1	$87.34	092 -0258-202-00	1	$87.34
092 -0258-099-00	1	$87.34	092 -0258-151-00	1	$87.34	092 -0258-203-00	1	$87.34
092 -0258-100-00	1	$87.34	092 -0258-152-00	1	$87.34	092 -0258-204-00	1	$87.34
092 -0258-101-00	1	$87.34	092 -0258-153-00	1	$87.34	092 -0258-205-00	1	$87.34
092 -0258-102-00	1	$87.34	092 -0258-154-00	1	$87.34	092 -0258-206-00	1	$87.34
092 -0258-103-00	1	$87.34	092 -0258-155-00	1	$87.34	092 -0261-005-00	1	$87.34
092 -0258-104-00	1	$87.34	092 -0258-156-00	1	$87.34	092 -0261-006-00	1	$87.34
092 -0258-105-00	1	$87.34	092 -0258-157-00	1	$87.34	092 -0261-007-00	1	$87.34
092 -0258-106-00	1	$87.34	092 -0258-158-00	1	$87.34	092 -0261-008-00	1	$87.34
092 -0258-107-00	1	$87.34	092 -0258-159-00	1	$87.34	092 -0261-009-00	1	$87.34
092 -0258-108-00	1	$87.34	092 -0258-160-00	1	$87.34	092 -0261-010-00	1	$87.34
092 -0258-109-00	1	$87.34	092 -0258-161-00	1	$87.34	092 -0261-011-00	1	$87.34
092 -0258-110-00	1	$87.34	092 -0258-162-00	1	$87.34	092 -0261-012-00	1	$87.34

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Assessor's Parcel Number	Zone	Assessment Amount	Assessor's Parcel Number	Zone	Assessment Amount	Assessor's Parcel Number	Zone	Assessment Amount
092 -0261-013-00	1	$87.34	092 -0262-016-00	1	$87.34	092 -0260-057-00	2	$44.58
092 -0261-014-00	1	$87.34	092 -0262-017-00	1	$87.34	092 -0260-058-00	2	$44.58
092 -0261-015-00	1	$87.34	092 -0262-018-00	1	$87.34	092 -0260-060-00	2	$44.58
092 -0261-016-00	1	$87.34	092 -0262-019-00	1	$87.34	092 -0260-061-00	2	$44.58
092 -0261-017-00	1	$87.34	092 -0262-020-00	1	$87.34	092 -0260-062-00	2	$44.58
092 -0261-018-00	1	$87.34	092 -0262-021-00	1	$87.34	092 -0260-063-00	2	$44.58
092 -0261-019-00	1	$87.34	092 -0262-022-00	1	$87.34	092 -0260-064-00	2	$44.58
092 -0261-020-00	1	$87.34	092 -0262-023-00	1	$87.34	092 -0260-065-00	2	$44.58
092 -0261-021-00	1	$87.34	092 -0262-024-00	1	$87.34	092 -0260-067-00	2	$44.58
092 -0261-022-00	1	$87.34	092 -0262-025-00	1	$87.34	092 -0260-068-00	2	$44.58
092 -0261-023-00	1	$87.34	092 -0262-026-00	1	$87.34	092 -0260-069-00	2	$44.58
092 -0261-024-00	1	$87.34	092 -0262-027-00	1	$87.34	092 -0260-070-00	2	$44.58
092 -0261-025-00	1	$87.34	092 -0262-028-00	1	$87.34	092 -0260-071-00	2	$44.58
092 -0261-026-00	1	$87.34	092 -0262-029-00	1	$87.34	092 -0260-072-00	2	$44.58
092 -0261-027-00	1	$87.34	092 -0262-030-00	1	$87.34	092 -0260-074-00	2	$44.58
092 -0261-028-00	1	$87.34	092 -0262-031-00	1	$87.34	092 -0260-075-00	2	$44.58
092 -0261-029-00	1	$87.34	092 -0262-032-00	1	$87.34	092 -0260-076-00	2	$44.58
092 -0261-030-00	1	$87.34	092 -0262-033-00	1	$87.34	092 -0260-077-00	2	$44.58
092 -0261-031-00	1	$87.34	092 -0262-034-00	1	$87.34	092 -0260-078-00	2	$44.58
092 -0261-032-00	1	$87.34	092 -0262-035-00	1	$87.34	092 -0260-080-00	2	$44.58
092 -0261-033-00	1	$87.34	092 -0262-036-00	1	$87.34	092 -0260-081-00	2	$44.58
092 -0261-034-00	1	$87.34	092 -0262-037-00	1	$87.34	092 -0260-082-00	2	$44.58
092 -0261-035-00	1	$87.34	092 -0260-024-00	2	$44.58	092 -0260-083-00	2	$44.58
092 -0261-036-00	1	$87.34	092 -0260-025-00	2	$44.58	092 -0260-084-00	2	$44.58
092 -0261-037-00	1	$87.34	092 -0260-026-00	2	$44.58	092 -0260-086-00	2	$44.58
092 -0261-038-00	1	$87.34	092 -0260-027-00	2	$44.58	092 -0260-087-00	2	$44.58
092 -0261-039-00	1	$87.34	092 -0260-028-00	2	$44.58	092 -0260-088-00	2	$44.58
092 -0261-040-00	1	$87.34	092 -0260-029-00	2	$44.58	092 -0260-089-00	2	$44.58
092 -0261-041-00	1	$87.34	092 -0260-030-00	2	$44.58	092 -0260-090-00	2	$44.58
092 -0261-042-00	1	$87.34	092 -0260-031-00	2	$44.58	092 -0260-091-00	2	$44.58
092 -0261-043-00	1	$87.34	092 -0260-033-00	2	$44.58	092 -0260-093-00	2	$44.58
092 -0261-044-00	1	$87.34	092 -0260-034-00	2	$44.58	092 -0260-094-00	2	$44.58
092 -0261-045-00	1	$87.34	092 -0260-035-00	2	$44.58	092 -0260-095-00	2	$44.58
092 -0261-046-00	1	$87.34	092 -0260-036-00	2	$44.58	092 -0260-096-00	2	$44.58
092 -0261-047-00	1	$87.34	092 -0260-037-00	2	$44.58	092 -0260-097-00	2	$44.58
092 -0261-048-00	1	$87.34	092 -0260-038-00	2	$44.58	092 -0260-098-00	2	$44.58
092 -0261-049-00	1	$87.34	092 -0260-039-00	2	$44.58	092 -0260-100-00	2	$44.58
092 -0261-050-00	1	$87.34	092 -0260-040-00	2	$44.58	092 -0260-101-00	2	$44.58
092 -0261-051-00	1	$87.34	092 -0260-042-00	2	$44.58	092 -0260-102-00	2	$44.58
092 -0262-003-00	1	$87.34	092 -0260-043-00	2	$44.58	092 -0260-103-00	2	$44.58
092 -0262-004-00	1	$87.34	092 -0260-044-00	2	$44.58	092 -0260-104-00	2	$44.58
092 -0262-005-00	1	$87.34	092 -0260-045-00	2	$44.58	092 -0260-105-00	2	$44.58
092 -0262-006-00	1	$87.34	092 -0260-046-00	2	$44.58	092 -0260-107-00	2	$44.58
092 -0262-007-00	1	$87.34	092 -0260-047-00	2	$44.58	092 -0260-108-00	2	$44.58
092 -0262-008-00	1	$87.34	092 -0260-048-00	2	$44.58	092 -0260-109-00	2	$44.58
092 -0262-009-00	1	$87.34	092 -0260-049-00	2	$44.58	092 -0260-110-00	2	$44.58
092 -0262-010-00	1	$87.34	092 -0260-051-00	2	$44.58	092 -0260-111-00	2	$44.58
092 -0262-011-00	1	$87.34	092 -0260-052-00	2	$44.58	092 -0260-112-00	2	$44.58
092 -0262-012-00	1	$87.34	092 -0260-053-00	2	$44.58	092 -0260-113-00	2	$44.58
092 -0262-013-00	1	$87.34	092 -0260-054-00	2	$44.58	092 -0260-114-00	2	$44.58
092 -0262-014-00	1	$87.34	092 -0260-055-00	2	$44.58	092 -0260-116-00	2	$44.58
092 -0262-015-00	1	$87.34	092 -0260-056-00	2	$44.58	092 -0260-117-00	2	$44.58

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Assessor's Parcel Number	Zone	Assessment Amount
092 -0260-118-00	2	$44.58
092 -0260-119-00	2	$44.58
092 -0260-120-00	2	$44.58
092 -0260-121-00	2	$44.58
092 -0260-122-00	2	$44.58
092 -0260-123-00	2	$44.58
092 -0115-012-08	3	$2,720.24
092 -0259-024-00	4	$91.14
092 -0259-025-00	4	$91.14
092 -0259-026-00	4	$91.14
092 -0259-027-00	4	$91.14
092 -0259-028-00	4	$91.14
092 -0259-029-00	4	$91.14
092 -0259-030-00	4	$91.14
092 -0259-031-00	4	$91.14
092 -0259-032-00	4	$91.14
092 -0259-033-00	4	$91.14
092 -0259-034-00	4	$91.14
092 -0259-035-00	4	$91.14
092 -0259-036-00	4	$91.14
092 -0259-037-00	4	$91.14
092 -0259-038-00	4	$91.14
092 -0259-039-00	4	$91.14
092 -0259-040-00	4	$91.14
092 -0259-041-00	4	$91.14
092 -0259-042-00	4	$91.14
092 -0259-043-00	4	$91.14
092 -0259-044-00	4	$91.14
092 -0259-045-00	4	$91.14
092 -0259-046-00	4	$91.14
092 -0259-047-00	4	$91.14
092 -0259-048-00	4	$91.14
092 -0259-049-00	4	$91.14
092 -0259-050-00	4	$91.14
092 -0259-051-00	4	$91.14
092 -0259-052-00	4	$91.14
092 -0259-053-00	4	$91.14
092 -0259-054-00	4	$91.14
092 -0259-055-00	4	$91.14
092 -0259-056-00	4	$91.14
092 -0259-057-00	4	$91.14
092 -0259-058-00	4	$91.14
092 -0259-059-00	4	$91.14
092 -0259-060-00	4	$91.14
092 -0259-061-00	4	$91.14
092 -0259-062-00	4	$91.14
092 -0259-063-00	4	$91.14
092 -0259-064-00	4	$91.14
092 -0259-065-00	4	$91.14
092 -0259-066-00	4	$91.14
092 -0259-067-00	4	$91.14
092 -0259-068-00	4	$91.14
092 -0259-069-00	4	$91.14
092 -0259-070-00	4	$91.14
092 -0259-071-00	4	$91.14
092 -0259-072-00	4	$91.14
092 -0259-073-00	4	$91.14
092 -0259-074-00	4	$91.14
092 -0259-075-00	4	$91.14
092 -0259-076-00	4	$91.14
092 -0259-077-00	4	$91.14
092 -0259-078-00	4	$91.14
092 -0259-079-00	4	$91.14
092 -0259-080-00	4	$91.14
092 -0259-081-00	4	$91.14
092 -0259-082-00	4	$91.14
092 -0259-083-00	4	$91.14
092 -0259-084-00	4	$91.14
092 -0259-085-00	4	$91.14
092 -0259-086-00	4	$91.14
092 -0259-087-00	4	$91.14
092 -0259-088-00	4	$91.14
092 -0259-089-00	4	$91.14
092 -0259-090-00	4	$91.14
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092 -0259-093-00	4	$91.14
092 -0259-094-00	4	$91.14
092 -0259-095-00	4	$91.14
092 -0259-096-00	4	$91.14
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092 -0259-099-00	4	$91.14
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092 -0259-103-00	4	$91.14
092 -0259-104-00	4	$91.14
092 -0259-105-00	4	$91.14
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092 -0259-107-00	4	$91.14
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092 -0259-118-00	4	$91.14
092 -0259-119-00	4	$91.14
092 -0259-120-00	4	$91.14
092 -0259-121-00	4	$91.14
092 -0259-122-00	4	$91.14
092 -0259-123-00	4	$91.14
092 -0259-124-00	4	$91.14
092 -0259-125-00	4	$91.14
092 -0259-126-00	4	$91.14
092 -0259-127-00	4	$91.14
092 -0259-128-00	4	$91.14
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092 -0259-130-00	4	$91.14
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092 -0259-134-00	4	$91.14
092 -0259-135-00	4	$91.14
092 -0259-136-00	4	$91.14
092 -0259-137-00	4	$91.14
092 -0259-138-00	4	$91.14
092 -0259-139-00	4	$91.14
092 -0259-140-00	4	$91.14
092 -0259-141-00	4	$91.14
092 -0259-142-00	4	$91.14
092 -0259-143-00	4	$91.14
092 -0259-144-00	4	$91.14
092 -0259-145-00	4	$91.14
092 -0259-146-00	4	$91.14
092 -0259-147-00	4	$91.14
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092 -0259-150-00	4	$91.14
092 -0259-151-00	4	$91.14
092 -0259-152-00	4	$91.14
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092 -0259-154-00	4	$91.14
092 -0259-155-00	4	$91.14
092 -0259-156-00	4	$91.14
092 -0259-157-00	4	$91.14
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092 -0259-159-00	4	$91.14
092 -0259-160-00	4	$91.14
092 -0259-161-00	4	$91.14
092 -0259-162-00	4	$91.14
092 -0259-163-00	4	$91.14
092 -0259-164-00	4	$91.14
092 -0259-165-00	4	$91.14
092 -0259-166-00	4	$91.14
092 -0259-167-00	4	$91.14
092 -0259-168-00	4	$91.14
092 -0259-169-00	4	$91.14
092 -0259-170-00	4	$91.14
092 -0259-171-00	4	$91.14
092 -0259-172-00	4	$91.14

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Assessor's Parcel Number	Zone	Assessment Amount	Assessor's Parcel Number	Zone	Assessment Amount	Assessor's Parcel Number	Zone	Assessment Amount
092 -0259-173-00	4	$91.14	092 -0259-225-00	4	$91.14	537 -0856-049-00	5	$80.00
092 -0259-174-00	4	$91.14	092 -0259-226-00	4	$91.14	537 -0856-050-00	5	$80.00
092 -0259-175-00	4	$91.14	092 -0259-227-00	4	$91.14	537 -0856-051-00	5	$80.00
092 -0259-176-00	4	$91.14	092 -0259-228-00	4	$91.14	537 -0856-052-00	5	$80.00
092 -0259-177-00	4	$91.14	092 -0259-229-00	4	$91.14	537 -0856-053-00	5	$80.00
092 -0259-178-00	4	$91.14	092 -0259-230-00	4	$91.14	537 -0856-054-00	5	$80.00
092 -0259-179-00	4	$91.14	092 -0259-231-00	4	$91.14	537 -0856-055-00	5	$80.00
092 -0259-180-00	4	$91.14	092 -0259-232-00	4	$91.14	537 -0856-056-00	5	$80.00
092 -0259-181-00	4	$91.14	092 -0259-233-00	4	$91.14	537 -0856-057-00	5	$80.00
092 -0259-182-00	4	$91.14	092 -0259-234-00	4	$91.14	537 -0856-058-00	5	$80.00
092 -0259-183-00	4	$91.14	092 -0259-235-00	4	$91.14	537 -0856-059-00	5	$80.00
092 -0259-184-00	4	$91.14	092 -0259-236-00	4	$91.14	537 -0856-060-00	5	$80.00
092 -0259-185-00	4	$91.14	092 -0259-237-00	4	$91.14	537 -0856-061-00	5	$80.00
092 -0259-186-00	4	$91.14	092 -0259-238-00	4	$91.14	537 -0856-062-00	5	$80.00
092 -0259-187-00	4	$91.14	092 -0259-239-00	4	$91.14	537 -0856-063-00	5	$80.00
092 -0259-188-00	4	$91.14	092 -0259-240-00	4	$91.14	537 -0856-064-00	5	$80.00
092 -0259-189-00	4	$91.14	537 -0856-001-00	5	$517.52	537 -0856-065-00	5	$80.00
092 -0259-190-00	4	$91.14	537 -0856-014-00	5	$80.00	537 -0856-087-00	5	$80.00
092 -0259-191-00	4	$91.14	537 -0856-015-00	5	$80.00	537 -0856-088-00	5	$80.00
092 -0259-192-00	4	$91.14	537 -0856-016-00	5	$80.00	537 -0856-089-00	5	$80.00
092 -0259-193-00	4	$91.14	537 -0856-017-00	5	$80.00	537 -0856-090-00	5	$80.00
092 -0259-194-00	4	$91.14	537 -0856-018-00	5	$80.00	537 -0856-091-00	5	$80.00
092 -0259-195-00	4	$91.14	537 -0856-019-00	5	$80.00	537 -0856-092-00	5	$80.00
092 -0259-196-00	4	$91.14	537 -0856-020-00	5	$80.00	537 -0856-093-00	5	$80.00
092 -0259-197-00	4	$91.14	537 -0856-021-00	5	$80.00	537 -0856-094-00	5	$80.00
092 -0259-198-00	4	$91.14	537 -0856-022-00	5	$80.00	537 -0856-095-00	5	$80.00
092 -0259-199-00	4	$91.14	537 -0856-023-00	5	$80.00	537 -0856-096-00	5	$80.00
092 -0259-200-00	4	$91.14	537 -0856-024-00	5	$80.00	537 -0856-097-00	5	$80.00
092 -0259-201-00	4	$91.14	537 -0856-025-00	5	$80.00	537 -0856-098-00	5	$80.00
092 -0259-202-00	4	$91.14	537 -0856-026-00	5	$80.00	537 -0856-099-00	5	$80.00
092 -0259-203-00	4	$91.14	537 -0856-027-00	5	$80.00	537 -0856-100-00	5	$80.00
092 -0259-204-00	4	$91.14	537 -0856-028-00	5	$80.00	537 -0856-101-00	5	$80.00
092 -0259-205-00	4	$91.14	537 -0856-029-00	5	$80.00	537 -0856-102-00	5	$60.00
092 -0259-206-00	4	$91.14	537 -0856-030-00	5	$80.00	537 -0856-103-00	5	$60.00
092 -0259-207-00	4	$91.14	537 -0856-031-00	5	$80.00	537 -0856-104-00	5	$60.00
092 -0259-208-00	4	$91.14	537 -0856-032-00	5	$80.00	537 -0856-105-00	5	$60.00
092 -0259-209-00	4	$91.14	537 -0856-033-00	5	$80.00	537 -0856-106-00	5	$60.00
092 -0259-210-00	4	$91.14	537 -0856-034-00	5	$80.00	537 -0856-107-00	5	$60.00
092 -0259-211-00	4	$91.14	537 -0856-035-00	5	$80.00	537 -0856-109-00	5	$60.00
092 -0259-212-00	4	$91.14	537 -0856-036-00	5	$80.00	537 -0856-110-00	5	$60.00
092 -0259-213-00	4	$91.14	537 -0856-037-00	5	$80.00	537 -0856-111-00	5	$60.00
092 -0259-214-00	4	$91.14	537 -0856-038-00	5	$80.00	537 -0856-112-00	5	$60.00
092 -0259-215-00	4	$91.14	537 -0856-039-00	5	$80.00	537 -0856-113-00	5	$60.00
092 -0259-216-00	4	$91.14	537 -0856-040-00	5	$80.00	537 -0856-114-00	5	$60.00
092 -0259-217-00	4	$91.14	537 -0856-041-00	5	$80.00	537 -0856-115-00	5	$60.00
092 -0259-218-00	4	$91.14	537 -0856-042-00	5	$80.00	537 -0856-117-00	5	$60.00
092 -0259-219-00	4	$91.14	537 -0856-043-00	5	$80.00	537 -0856-118-00	5	$60.00
092 -0259-220-00	4	$91.14	537 -0856-044-00	5	$80.00	537 -0856-119-00	5	$60.00
092 -0259-221-00	4	$91.14	537 -0856-045-00	5	$80.00	537 -0856-120-00	5	$60.00
092 -0259-222-00	4	$91.14	537 -0856-046-00	5	$80.00	537 -0856-121-00	5	$60.00
092 -0259-223-00	4	$91.14	537 -0856-047-00	5	$80.00	537 -0856-122-00	5	$60.00
092 -0259-224-00	4	$91.14	537 -0856-048-00	5	$80.00	537 -0856-123-00	5	$60.00

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Assessor's Parcel Number	Zone	Assessment Amount	Assessor's Parcel Number	Zone	Assessment Amount	Assessor's Parcel Number	Zone	Assessment Amount
537 -0856-125-00	5	$60.00	537 -0856-184-00	5	$60.00	537 -0857-038-00	5	$80.00
537 -0856-126-00	5	$60.00	537 -0856-185-00	5	$60.00	537 -0857-039-00	5	$80.00
537 -0856-127-00	5	$60.00	537 -0856-186-00	5	$60.00	537 -0857-040-00	5	$80.00
537 -0856-128-00	5	$60.00	537 -0856-187-00	5	$60.00	537 -0857-041-00	5	$80.00
537 -0856-129-00	5	$60.00	537 -0856-188-00	5	$60.00	537 -0857-042-00	5	$80.00
537 -0856-130-00	5	$60.00	537 -0856-189-00	5	$60.00	537 -0857-043-00	5	$80.00
537 -0856-131-00	5	$60.00	537 -0856-190-00	5	$60.00	537 -0857-044-00	5	$80.00
537 -0856-132-00	5	$60.00	537 -0856-191-00	5	$60.00	537 -0857-045-00	5	$80.00
537 -0856-133-00	5	$60.00	537 -0856-192-00	5	$60.00	537 -0857-046-00	5	$80.00
537 -0856-135-00	5	$60.00	537 -0856-194-00	5	$60.00	537 -0857-047-00	5	$80.00
537 -0856-136-00	5	$60.00	537 -0856-195-00	5	$60.00	537 -0857-048-00	5	$80.00
537 -0856-137-00	5	$60.00	537 -0856-196-00	5	$60.00	537 -0857-049-00	5	$80.00
537 -0856-138-00	5	$60.00	537 -0856-197-00	5	$60.00	537 -0857-050-00	5	$80.00
537 -0856-139-00	5	$60.00	537 -0856-198-00	5	$60.00	537 -0857-051-00	5	$80.00
537 -0856-140-00	5	$60.00	537 -0856-199-00	5	$60.00	537 -0857-052-00	5	$80.00
537 -0856-141-00	5	$60.00	537 -0856-201-00	5	$60.00	537 -0857-053-00	5	$80.00
537 -0856-142-00	5	$60.00	537 -0856-202-00	5	$60.00	537 -0857-054-00	5	$80.00
537 -0856-143-00	5	$60.00	537 -0856-203-00	5	$60.00	537 -0857-055-00	5	$80.00
537 -0856-145-00	5	$60.00	537 -0856-204-00	5	$60.00	537 -0857-056-00	5	$80.00
537 -0856-146-00	5	$60.00	537 -0856-205-00	5	$60.00	537 -0857-057-00	5	$80.00
537 -0856-147-00	5	$60.00	537 -0856-206-00	5	$60.00	537 -0857-058-00	5	$80.00
537 -0856-148-00	5	$60.00	537 -0856-208-00	5	$60.00	537 -0857-059-00	5	$80.00
537 -0856-149-00	5	$60.00	537 -0856-209-00	5	$60.00	537 -0857-060-00	5	$80.00
537 -0856-150-00	5	$60.00	537 -0856-210-00	5	$60.00	537 -0857-061-00	5	$80.00
537 -0856-151-00	5	$60.00	537 -0856-211-00	5	$60.00	537 -0857-062-00	5	$80.00
537 -0856-152-00	5	$60.00	537 -0856-212-00	5	$60.00	537 -0857-063-00	5	$80.00
537 -0856-153-00	5	$60.00	537 -0856-213-00	5	$60.00	537 -0857-064-00	5	$80.00
537 -0856-155-00	5	$60.00	537 -0856-215-00	5	$60.00	537 -0857-065-00	5	$80.00
537 -0856-156-00	5	$60.00	537 -0856-216-00	5	$60.00	537 -0857-066-00	5	$80.00
537 -0856-157-00	5	$60.00	537 -0856-217-00	5	$60.00	537 -0857-067-00	5	$80.00
537 -0856-158-00	5	$60.00	537 -0856-218-00	5	$60.00	537 -0857-068-00	5	$80.00
537 -0856-159-00	5	$60.00	537 -0856-219-00	5	$60.00	537 -0857-069-00	5	$80.00
537 -0856-160-00	5	$60.00	537 -0856-220-00	5	$60.00	537 -0857-070-00	5	$80.00
537 -0856-162-00	5	$60.00	537 -0856-221-00	5	$60.00	537 -0857-071-00	5	$80.00
537 -0856-163-00	5	$60.00	537 -0857-020-00	5	$80.00	537 -0857-072-00	5	$80.00
537 -0856-164-00	5	$60.00	537 -0857-021-00	5	$80.00	537 -0857-073-00	5	$80.00
537 -0856-165-00	5	$60.00	537 -0857-022-00	5	$80.00	537 -0857-074-00	5	$80.00
537 -0856-166-00	5	$60.00	537 -0857-023-00	5	$80.00	537 -0857-075-00	5	$80.00
537 -0856-167-00	5	$60.00	537 -0857-024-00	5	$80.00	537 -0857-076-00	5	$80.00
537 -0856-169-00	5	$60.00	537 -0857-025-00	5	$80.00	537 -0857-077-00	5	$80.00
537 -0856-170-00	5	$60.00	537 -0857-026-00	5	$80.00	537 -0857-078-00	5	$80.00
537 -0856-171-00	5	$60.00	537 -0857-027-00	5	$80.00	537 -0857-079-00	5	$80.00
537 -0856-172-00	5	$60.00	537 -0857-028-00	5	$80.00	537 -0857-080-00	5	$80.00
537 -0856-173-00	5	$60.00	537 -0857-029-00	5	$80.00	537 -0857-081-00	5	$80.00
537 -0856-174-00	5	$60.00	537 -0857-030-00	5	$80.00	537 -0857-082-00	5	$80.00
537 -0856-175-00	5	$60.00	537 -0857-031-00	5	$80.00	537 -0857-083-00	5	$80.00
537 -0856-176-00	5	$60.00	537 -0857-032-00	5	$80.00	537 -0857-084-00	5	$80.00
537 -0856-177-00	5	$60.00	537 -0857-033-00	5	$80.00	537 -0857-085-00	5	$80.00
537 -0856-179-00	5	$60.00	537 -0857-034-00	5	$80.00	537 -0857-086-00	5	$80.00
537 -0856-180-00	5	$60.00	537 -0857-035-00	5	$80.00	537 -0857-087-00	5	$80.00
537 -0856-181-00	5	$60.00	537 -0857-036-00	5	$80.00	537 -0857-088-00	5	$80.00
537 -0856-182-00	5	$60.00	537 -0857-037-00	5	$80.00	537 -0857-089-00	5	$80.00

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Assessor's Parcel Number	Zone	Assessment Amount	Assessor's Parcel Number	Zone	Assessment Amount	Assessor's Parcel Number	Zone	Assessment Amount
537 -0857-090-00	5	$80.00	537 -0857-142-00	5	$80.00	537 -0857-194-00	5	$80.00
537 -0857-091-00	5	$80.00	537 -0857-143-00	5	$80.00	537 -0857-195-00	5	$80.00
537 -0857-092-00	5	$80.00	537 -0857-144-00	5	$80.00	537 -0857-196-00	5	$80.00
537 -0857-093-00	5	$80.00	537 -0857-145-00	5	$80.00	537 -0857-197-00	5	$80.00
537 -0857-094-00	5	$80.00	537 -0857-146-00	5	$80.00	537 -0857-198-00	5	$80.00
537 -0857-095-00	5	$80.00	537 -0857-147-00	5	$80.00	537 -0857-199-00	5	$80.00
537 -0857-096-00	5	$80.00	537 -0857-148-00	5	$80.00	537 -0857-200-00	5	$80.00
537 -0857-097-00	5	$80.00	537 -0857-149-00	5	$80.00	537 -0858-029-00	5	$60.00
537 -0857-098-00	5	$80.00	537 -0857-150-00	5	$80.00	537 -0858-030-00	5	$60.00
537 -0857-099-00	5	$80.00	537 -0857-151-00	5	$80.00	537 -0858-031-00	5	$60.00
537 -0857-100-00	5	$80.00	537 -0857-152-00	5	$80.00	537 -0858-032-00	5	$60.00
537 -0857-101-00	5	$80.00	537 -0857-153-00	5	$80.00	537 -0858-033-00	5	$60.00
537 -0857-102-00	5	$80.00	537 -0857-154-00	5	$80.00	537 -0858-034-00	5	$60.00
537 -0857-103-00	5	$80.00	537 -0857-155-00	5	$80.00	537 -0858-035-00	5	$60.00
537 -0857-104-00	5	$80.00	537 -0857-156-00	5	$80.00	537 -0858-037-00	5	$60.00
537 -0857-105-00	5	$80.00	537 -0857-157-00	5	$80.00	537 -0858-038-00	5	$60.00
537 -0857-106-00	5	$80.00	537 -0857-158-00	5	$80.00	537 -0858-039-00	5	$60.00
537 -0857-107-00	5	$80.00	537 -0857-159-00	5	$80.00	537 -0858-040-00	5	$60.00
537 -0857-108-00	5	$80.00	537 -0857-160-00	5	$80.00	537 -0858-041-00	5	$60.00
537 -0857-109-00	5	$80.00	537 -0857-161-00	5	$80.00	537 -0858-042-00	5	$60.00
537 -0857-110-00	5	$80.00	537 -0857-162-00	5	$80.00	537 -0858-043-00	5	$60.00
537 -0857-111-00	5	$80.00	537 -0857-163-00	5	$80.00	537 -0858-045-00	5	$60.00
537 -0857-112-00	5	$80.00	537 -0857-164-00	5	$80.00	537 -0858-046-00	5	$60.00
537 -0857-113-00	5	$80.00	537 -0857-165-00	5	$80.00	537 -0858-047-00	5	$60.00
537 -0857-114-00	5	$80.00	537 -0857-166-00	5	$80.00	537 -0858-048-00	5	$60.00
537 -0857-115-00	5	$80.00	537 -0857-167-00	5	$80.00	537 -0858-050-00	5	$60.00
537 -0857-116-00	5	$80.00	537 -0857-168-00	5	$80.00	537 -0858-051-00	5	$60.00
537 -0857-117-00	5	$80.00	537 -0857-169-00	5	$80.00	537 -0858-052-00	5	$60.00
537 -0857-118-00	5	$80.00	537 -0857-170-00	5	$80.00	537 -0858-053-00	5	$60.00
537 -0857-119-00	5	$80.00	537 -0857-171-00	5	$80.00	537 -0858-054-00	5	$60.00
537 -0857-120-00	5	$80.00	537 -0857-172-00	5	$80.00	537 -0858-055-00	5	$60.00
537 -0857-121-00	5	$80.00	537 -0857-173-00	5	$80.00	537 -0858-056-00	5	$60.00
537 -0857-122-00	5	$80.00	537 -0857-174-00	5	$80.00	537 -0858-057-00	5	$60.00
537 -0857-123-00	5	$80.00	537 -0857-175-00	5	$80.00	537 -0858-058-00	5	$60.00
537 -0857-124-00	5	$80.00	537 -0857-176-00	5	$80.00	537 -0858-060-00	5	$60.00
537 -0857-125-00	5	$80.00	537 -0857-177-00	5	$80.00	537 -0858-061-00	5	$60.00
537 -0857-126-00	5	$80.00	537 -0857-178-00	5	$80.00	537 -0858-062-00	5	$60.00
537 -0857-127-00	5	$80.00	537 -0857-179-00	5	$80.00	537 -0858-063-00	5	$60.00
537 -0857-128-00	5	$80.00	537 -0857-180-00	5	$80.00	537 -0858-064-00	5	$60.00
537 -0857-129-00	5	$80.00	537 -0857-181-00	5	$80.00	537 -0858-065-00	5	$60.00
537 -0857-130-00	5	$80.00	537 -0857-182-00	5	$80.00	537 -0858-067-00	5	$60.00
537 -0857-131-00	5	$80.00	537 -0857-183-00	5	$80.00	537 -0858-068-00	5	$60.00
537 -0857-132-00	5	$80.00	537 -0857-184-00	5	$80.00	537 -0858-069-00	5	$60.00
537 -0857-133-00	5	$80.00	537 -0857-185-00	5	$80.00	537 -0858-070-00	5	$60.00
537 -0857-134-00	5	$80.00	537 -0857-186-00	5	$80.00	537 -0858-071-00	5	$60.00
537 -0857-135-00	5	$80.00	537 -0857-187-00	5	$80.00	537 -0858-072-00	5	$60.00
537 -0857-136-00	5	$80.00	537 -0857-188-00	5	$80.00	537 -0858-073-00	5	$60.00
537 -0857-137-00	5	$80.00	537 -0857-189-00	5	$80.00	537 -0858-075-00	5	$60.00
537 -0857-138-00	5	$80.00	537 -0857-190-00	5	$80.00	537 -0858-076-00	5	$60.00
537 -0857-139-00	5	$80.00	537 -0857-191-00	5	$80.00	537 -0858-077-00	5	$60.00
537 -0857-140-00	5	$80.00	537 -0857-192-00	5	$80.00	537 -0858-078-00	5	$60.00
537 -0857-141-00	5	$80.00	537 -0857-193-00	5	$80.00	537 -0858-079-00	5	$60.00

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Assessor's Parcel Number	Zone	Assessment Amount
537 -0858-080-00	5	$60.00
537 -0858-081-00	5	$60.00
537 -0858-082-00	5	$60.00
537 -0858-083-00	5	$60.00
537 -0858-085-00	5	$60.00
537 -0858-086-00	5	$60.00
537 -0858-087-00	5	$60.00
537 -0858-088-00	5	$60.00
537 -0858-089-00	5	$60.00
537 -0858-090-00	5	$60.00
537 -0858-092-00	5	$60.00
537 -0858-093-00	5	$60.00
537 -0858-094-00	5	$60.00
537 -0858-095-00	5	$60.00
537 -0858-096-00	5	$60.00
537 -0858-097-00	5	$60.00
537 -0858-099-00	5	$60.00
537 -0858-100-00	5	$60.00
537 -0858-101-00	5	$60.00
537 -0858-102-00	5	$60.00
537 -0858-103-00	5	$60.00
537 -0858-104-00	5	$60.00
537 -0858-106-00	5	$60.00
537 -0858-107-00	5	$60.00
537 -0858-108-00	5	$60.00
537 -0858-109-00	5	$60.00
537 -0858-110-00	5	$60.00
537 -0858-111-00	5	$60.00
537 -0858-112-00	5	$60.00
537 -0860-034-00	5	$24.96
537 -0860-035-00	5	$31.68
537 -0860-036-00	5	$25.84
537 -0860-037-00	5	$80.00
537 -0860-038-00	5	$80.00
537 -0860-039-00	5	$80.00
537 -0860-040-00	5	$80.00
537 -0860-041-00	5	$80.00
537 -0860-042-00	5	$80.00
537 -0860-043-00	5	$80.00
537 -0860-044-00	5	$80.00
537 -0860-045-00	5	$80.00
537 -0860-046-00	5	$80.00
537 -0860-047-00	5	$80.00
537 -0860-048-00	5	$80.00
537 -0860-049-00	5	$80.00
537 -0860-050-00	5	$80.00
537 -0860-051-00	5	$80.00
537 -0860-052-00	5	$80.00
537 -0860-053-00	5	$80.00
537 -0860-054-00	5	$80.00
537 -0860-055-00	5	$80.00
537 -0860-056-00	5	$80.00
537 -0860-057-00	5	$80.00
537 -0860-058-00	5	$80.00
537 -0860-059-00	5	$80.00
537 -0860-060-00	5	$80.00
537 -0860-061-00	5	$80.00
537 -0860-062-00	5	$80.00
537 -0860-063-00	5	$80.00
537 -0860-064-00	5	$80.00
537 -0860-065-00	5	$80.00
537 -0860-066-00	5	$80.00
537 -0860-067-00	5	$80.00
537 -0860-068-00	5	$80.00
537 -0860-069-00	5	$80.00
537 -0860-070-00	5	$80.00
537 -0860-071-00	5	$80.00
537 -0860-072-00	5	$80.00
537 -0860-073-00	5	$80.00
537 -0860-074-00	5	$80.00
537 -0860-075-00	5	$80.00
537 -0860-076-00	5	$80.00
537 -0860-077-00	5	$80.00
537 -0860-078-00	5	$80.00
537 -0860-079-00	5	$80.00
537 -0860-080-00	5	$80.00
537 -0860-081-00	5	$80.00
537 -0860-082-00	5	$80.00
537 -0860-083-00	5	$80.00
537 -0860-084-00	5	$80.00
537 -0860-085-00	5	$80.00
537 -0860-086-00	5	$80.00
537 -0860-087-00	5	$80.00
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CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 19
ASSESSMENT ROLL
FISCAL YEAR 2024-25

Assessor's Parcel Number	Zone	Assessment Amount
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Total Parcels:		1,548
Total Assessment:		$120,717.72

STAFF REPORT

Item F. 1.

DATE	07/25/2024
TO	Honorable Mayor and City Council Members
FROM	Ed Miranda, Information Technology Director/CIO
SUBJECT	Adopt a resolution approving the Broadband Master Plan

SUMMARY AND RECOMMENDATION

The Broadband Master Plan provides the City's strategic plan to outline how the City aims to improve and expand its broadband internet infrastructure for the next ten (10) years, aligning with the City Council's adoption of the City of Newark American Rescue Plan Act ("ARPA") Recovery Plan and grant funding from the State of California. On April 25, 2024, a draft Broadband Master Plan and Smart City Report assessing broadband and smart city opportunities in the city, including community outreach performed to develop an implementation strategy for citywide high-speed internet access, was presented to City Council. All comments and recommended edits have been incorporated into the final report. Staff recommends that the City Council, by resolution, approve the Broadband Master Plan.

BACKGROUND

In March 2023, the City Council authorized an agreement with Government Technology Group, LLC (GTG) to develop a Broadband Master Plan (Plan). The scope of the Plan is to help the City of Newark explore competitive, reliable, and cost-effective broadband technologies to address the needs of the community at large, with a focus on unserved and underserved areas. The Plan will help guide decision-making and prioritize where funds can make an impact. GTG followed a structured, phased approach that built upon earlier stages and findings to discover and resolve foundational gaps in the communications needs of the City with recommendations, roadmaps, and prioritizations supporting broadband technologies. The planning methodology for the Plan was a collaborative effort with staff and community input through conversations, surveys, meetings, workshops and reviews, supplemented by subject-matter expertise and awareness of industry best practices and evolving trends.

- May 23, 2023 - July 31, 2023: the Newark Broadband Master Plan Survey was publicized through several outlets
- July 12, 2023: the first community outreach workshop was conducted with a target audience of residents
- August 25, 2023: the second community outreach Workshop was conducted with a target audience of businesses
- August 1, 2023 - August 28, 2023: extended the Broadband Survey to

brick-and-mortar and home-based businesses on the business license list in multiple languages (English, Spanish, Vietnamese, and Mandarin)

The Plan outlines a strategic framework for the development, implementation, and management of a citywide broadband infrastructure. It articulates a mission and vision to accommodate the City's current and future "Smart City" projects. The Plan is a framework for the next ten (10) years that will facilitate the City's mission of providing superior public services that enhance the quality of life for the community. The Plan will assist with the rapid growth of the Internet of Things (IoT) and the need for Smart City services due to the proliferation of connected devices, including utility assets, streetlights, traffic signals and security cameras. It will also guide and enable decisions on how fiber optic technologies support City and community needs. In addition, it will enhance operational and business processes to help staff collaborate within and across divisional boundaries. The Plan lays out steps for the City to use broadband services to improve efficiencies in delivering services to the community, including broadband-friendly policies.

DISCUSSION/ANALYSIS

A draft Broadband Master Plan was presented at the April 25, 2024, City Council meeting. Feedback received from City Council and the public on the Draft Broadband Master Plan have been categorized into the following three themes:

- Poor Broadband Coverage (Reliability and Lack of Fiber Infrastructure)
  - To address poor broadband coverage, GTG and staff identified community gathering areas where the City's Smart LED streetlights could be leveraged to provide Wi-Fi access to larger populations that visit locations such as (1) Mel Nunes Sportsfield Park, (2) Newark Community Center, (3) Birch Grove Park, and (4) Jerry Raber Ash Street Park. The addition of these four locations have been included in the Conceptual Design (High Level Design) and are within the available funding.
- Broadband Choices are Limited
  - To increase broadband choices, the Plan recommends issuing a Request for Proposals (RFP) for a Public Private Partnership would attract a Private Sector Partner to build low-cost, high-speed connectivity. This would increase the broadband choices available, especially as governance, such as a Dig-Once policy and standards are developed to expand broadband citywide. The cost estimates to connect City facilities are included in the report, but subject to change depending on the responses from the RFP for a Public Private Partnership.
- Lack of Funds to Build Infrastructure
  - More clearly identified funding mechanisms to sustain ongoing broadband infrastructure ideas include: Technology Fund, PEG fees, Enterprise funding, Utility User Tax, seek regional partners.

All comments and recommended edits have been incorporated into the attached final Broadband Master Plan. Specifically, the edits are:

Executive Summary

Added additional detail to recommendation #3 highlighting that an identified

partner (Public Private Partnership) should have the ability to add public/private WiFi to areas identified by the City (page 5).

Market Analysis
Key Findings - In line with the market analysis, updated the key findings to clarify that the City of Newark is served by the local providers, not necessarily “well” served (page 16).

Data Centers – Clarified that the Apple Newark Data Center was purchased by T5 Data Centers in October 2020 (pages 25-26).

Conceptual Design
The High Level Design (HLD) was updated per Council feedback to reflect the addition of fiber and WiFi connections to four City Parks, improving access to underserved areas within the City (page 50).

Figure 21 – HLD by Construction Type – Replaced figure to highlight the four areas added to extend WiFi to (Newark Community Center Park, Mel Nunes Sportsfield Park, Birch Grove Park and Jerry Raber Ash Street Park) (page 52).

- *Phase 1* – Added recommendation and updated approximate cost to provide connectivity to Mel Nunes Sportsfield Park and Birch Grove Park with WiFi capabilities (page 53).

- *Phase 2* – Added recommendation and updated approximate cost to provide connectivity to Jerry Raber Ash Street Park with WiFi capabilities (page 53).
- *Phase 3* – Added recommendation and updated approximate cost to provide connectivity to Newark Community Park with WiFi capabilities (page 53).

Figure 22 – Replaced with HLD Map by Phase (page 54).

HLD Footages, WiFi and Budget
Summarized the desire to provide wireless connectivity for the community and outlined the projected construction types, along with their estimated footage and costs (pages 54-55).

Next Steps
Item #3 – Added the inclusion of adding WiFi to the four identified city parks (page 65)
Item #10 – Added “or other programs that provide similar services” to "Promote the Affordable Connectivity Program (ACP)" due to the Federal Communications Commission (FCC) announcing that the ACP ended June 1, 2024 (page 66). The ACP had provided up to $30 per month of assistance for internet service to qualified low-income households.

Including the above mentioned changes, the Broadband Master Plan now recommends the following next steps:

- Establish a staff committee for oversight and accountability for program initiatives and progress; assign a person or hire a consultant to be the City's point person

leading broadband efforts

- Issue a Request For Proposals (RFP) to seek a Public Private Partnership (P3) for a partner that can engineer and construct the High-Level Design (HLD) as well as attract an internet service provider (ISP) to provide internet services to the residents, organizations and businesses of Newark.
- Create policies and procedures relative to broadband development and digital inclusion, including a dig-once policy, development agreement standards, and promoting resources and programs for underserved and low-income people.
- Develop funding mechanisms or financing strategies that help fund broadband programs (i.e., Technology Fund, PEG fees, Enterprise funding, Utility User Tax, seek regional partners), which will be critical for the initial and ongoing success of broadband development.
- Incrementally build city-owned broadband infrastructure with a P3, if this model is selected.

FISCAL IMPACT

There is no fiscal impact associated with this item. As each of the Plan's recommendations are considered, any necessary funding requests will adhere to the City's purchasing and budget policies.

REVIEW AND APPROVAL

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

Attachments

Resolution - Broadband Master Plan

Broadband Master Plan

Presentation - Broadband Master Plan

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ADOPTING THE BROADBAND MASTER PLAN

WHEREAS, the City Council held a work session on October 7, 2021, to consider options for use of the City of Newark's $11.8 million of the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) allocation and the City of Newark's American Rescue Plan Act (ARPA) was formally approved on October 28, 2022; and

WHEREAS, the ARPA Recovery Plan designates $200,000 for Broadband Master Planning and an additional $1,000,000 for infrastructure improvements; and

WHEREAS, the City accepted Assembly Bill (AB179) Broadband Improvement Grant of $1,800,000 through the State of California for Broadband Improvements; and

WHEREAS, the ARPA and State of California Grant funds will help develop a Citywide Broadband Master Plan to ensure sufficient infrastructure is in place to provide robust broadband services to all residents and business that will support and expand the City's broadband internet infrastructure; and

WHEREAS, the City released a request for proposals for the development of a Citywide Broadband Master Plan and entered into an agreement with Government Technology Group, LLC (Consultant); and

WHEREAS, the Broadband Master Plan will help guide the decision-making and help prioritize where funds can make an impact and outline a strategic framework for the development, implementation and management of a citywide broadband infrastructure; and

WHEREAS, the draft Broadband Master Plan was presented to City Council in April 2024 and feedback was received; and

WHEREAS, the feedback provided has been incorporated into the final Broadband Master Plan.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby adopts the Broadband Master Plan attached hereto and incorporated by reference.

Broadband Master Plan and Smart City Report

for

37101 Newark Blvd.
Newark, CA 94560

From

GOVERNMENT
TECHNOLOGY GROUP, LLC

2930 Geer Rd
Suite 273
Turlock, CA 95382
(209) 678-3077
projects@GovTechGroup.net

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Executive Summary

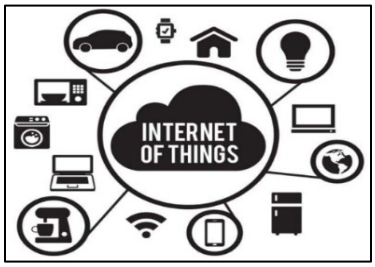
Broadband is a 21st century challenge, ranked as one of the most important technology investments to make worldwide. It is key for economic development purposes, competitiveness, job creation and a new foundation for more prosperous communities. In Newark's case, there is a desire to improve reliability and speeds in the community, including wireless and 5G technologies. Broadband increases the opportunities to achieve these goals.

Access to the internet is a critical part of everyday life for most of the world. The internet, known as a network of networks, allows individuals to connect to each other, no matter where you live or do business in the world. Broadband is the way we connect to the internet, using diverse types of technology such as copper wireline, fiber optics, cellular, wireless, coax or even satellite.

Although there are different technologies, the terms broadband and internet can be interchangeable terms that refer to ability to access the "Net" or internet. "High-speed" broadband is the term for devices to connect to the internet via wireless, fiber optics, hybrid fiber coax or DSL technologies. The Federal Communications Commission has defined broadband as internet speeds of at least 25 megabits per second (Mbps) download and 3 Mbps upload. California has set a higher standard of 100Mbps down and 20 Mbps up.

The internet of things (IoT) refers to a collective network of devices that can communicate with each other, the cloud and other networks. IoT integrates everyday "things" such as refrigerators, TVs, cars, phones and a myriad of devices and implants to continuously monitor and report their status with minimal or no human interaction needed. The IoT relies on broadband, in all its many forms, to connect to the internet.

Figure 1 - Internet of Things



Technology advancements are creating an online reality that cannot be ignored, and any city that does not embrace this new reality will be left behind. Distance learning, telehealth and remote work are requirements for residents to be able to function in this new online environment. Until recently, broadband was viewed as a luxury provided by the private sector, with cities held captive by the whims of these companies.

The City of Newark is no different. Partnering with Government Technology Group LLC (GTG), a Broadband Master Plan and Smart City Study was performed to assess broadband and Smart City opportunities in the city.

The City recognized their community's desire for high-speed, affordable broadband services. Government Technology Group (GTG) performed the assessment of the broadband and Smart City needs of the city, exploring opportunities for improving and expanding high speed broadband communications for all community members in their jurisdiction, while taking advantage of broadband communications to support innovative Smart City solutions.

The assessment included a survey of the community, workshops with residents, stakeholders and businesses and discussions with City staff to obtain a holistic view of their needs.

The outreach performed by GTG shows that the city is well served by broadband internet, but there is a need to expand fiber to other areas of the city to support municipal services and build infrastructure that could be used to improve competition between broadband providers in the city, if determined as a need in the future. Broadband expansion could also be beneficial in improving wireless connectivity in the city for public safety, public works and for the public with expanded 5G services.

For Newark to be successful in moving forward with the recommendations of the Broadband Master Plan the following top six recommendations should occur:

1) Defining roles and responsibilities, assigning a point person to lead broadband efforts, and continual oversight on program initiatives and progress.
2) Establish a staff committee for oversight and accountability for program initiatives and progress.
3) Newark should consider a public private partnership for a partner that can engineer and construct the High-Level Design as well as attract an ISP to provide Internet services to the community. The provider should also have the ability to add public/private WiFi to areas identified by the City.
4) Create policies and procedures relative to broadband development including a dig once policy and development agreement standards.
5) Finally, developing funding mechanisms or financing strategies that help pay for broadband programs (i.e. Technology Fund, PEG fees, Enterprise Funding, Utility User Tax) will be critical for the initial and ongoing success of broadband development.

6) Incrementally build city-owned broadband infrastructure with a P3 if this model is selected.

This report provides recommendations for the organization as a strategic roadmap that focuses on using time and resources efficiently.

Introduction

Methodology

The methodology GTG used for this plan consists of proven steps, encompassing the vital information needed to establish a Broadband/Smart City plan and the steps to accomplish said plan.

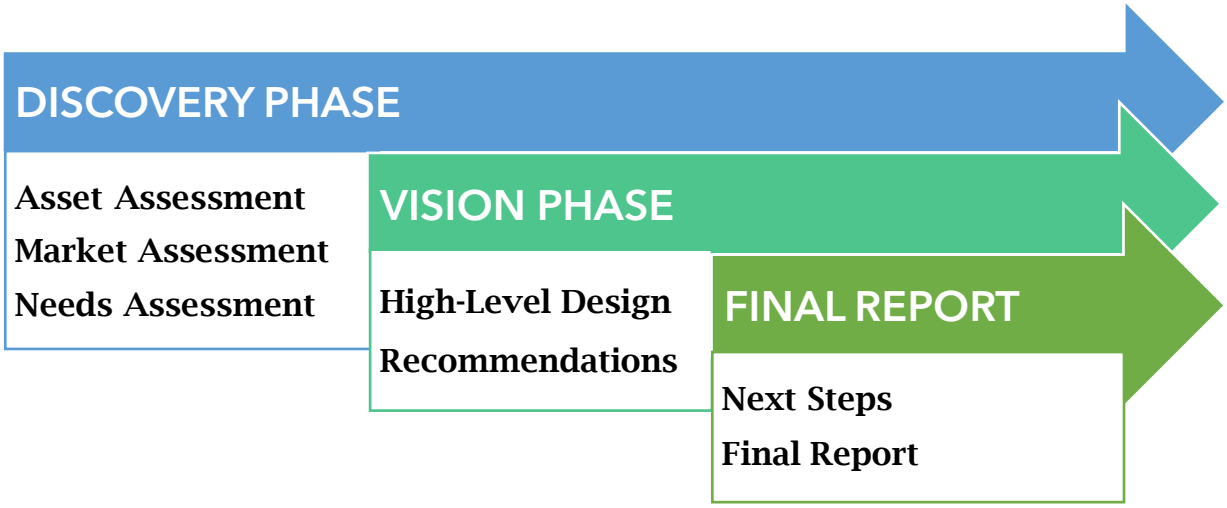


Figure 2- Methodology

Asset Assessment is investigating and analyzing what assets—street and traffic lights, towers, existing conduit or fiber, for example —exist in the city that can be leveraged for the expansion of broadband. GTG looks at city-owned assets as well as privately owned assets.

Market Assessment includes researching the area and discovering what services are available, in what areas they are available and at what price.

Needs Assessment is required to understand what the city needs to support economic development, as well as community needs related to broadband and Smart City innovation.

High-Level Design provides a road map for the expansion of broadband through construction. Although it is not always recommended that municipalities build a network to serve the community, a high-level design is necessary to understand what it would take to build a network, providing the city an opportunity to incrementally build and take advantage of Dig Once policies, developer agreements and capital projects.

Recommendations comprise the totality of the report, with an outline of the direction the city should follow to support the needs of the community.

Next Steps apply actions to the recommendations to accomplish the tasks required for implementation of the broadband and Smart City plan.

Final Report and Presentation including all the elements outlined above in a final document and presentation to staff, city council and the public, if desired.

Key Findings

- Expanding broadband to city facilities will reduce telecommunication costs for the city, while providing a foundation for improved services, such as attracting a private sector partner to expand low-cost, high-speed internet within the city.
- Most community members have access to high-speed broadband, but the existing infrastructure is not future proof i.e. fiber. Some providers are using a hybrid fiber coax solution while others continue to use dated copper lines.
- Internet Service Provider broadband infrastructure is dated impacting reliability.
- Cellular coverage within city facilities is lacking or spotty. This could be due to saturation of coverage or something blocking the signal i.e., trees and buildings.
- There is a desire for Wi-Fi for business, inclusivity, old town area, restaurant row, the Senior Center, community center and parks.
- Newark is interested in developing broadband in a way that offers a competitive advantage for its community.
- The City lacks a Dig Once policy and Developer Agreement standards for expanding broadband infrastructure at a reduced cost to the city.
- Broadband access and affordability are issues for lower-income residents. All businesses—particularly large, technology-focused businesses—need reliable, modern broadband infrastructure.

- Newark works closely with property owners and developers to streamline the development and building permit review and inspection processes. The City should continue enhancing these processes as needed.
- The City issued an RFP to reduce telephone and Internet costs to select facilities. The City's broadband plan should be considered during the evaluation process to assist in reducing costs while improving speeds and reliability.
- The City has a security framework in place, a foundational piece to support Smart City/Connected Community programs.
- The City has multiple opportunities to implement Smart City solutions, taking advantage of broadband infrastructure planned for implementation.
- The City is in the process of updating its streetlights. The new streetlights are Smart City/Connected Community ready i.e., they can be used to expand Wi-Fi when funding becomes available.
- The City has Smart City/Connected Community projects and services in place, i.e., eNotifications, TextMyGov.
- There is a desire to improve cellular coverage at the Mall and Costco. The City can help provide Wi-Fi outside the buildings, but private businesses need to work with cellular providers to improve service inside the buildings.

Asset Assessment

Assets are everything owned by a city that has inherent value. This includes physical items, as well as the non-physical, such as space and intellectual property. Asset inventory is one of the first steps in the planning process and is required to find a starting point for infrastructure expansion. For this study, GTG focused on assets that are or can be utilized for broadband. Some assets evaluated include:

- Network equipment
- Fiber optic cables
- In ground conduits
- Wireless towers and antennas
- Agreements with assets attached
- Office space, rack space

Planned Assets

Planned assets and capital improvement projects are necessary to track and are included in the network designing process because they can add a great deal of infrastructure at a reduced cost. These projects can also speed up deployment by taking advantage of opportunities that can be used later when needed. Some of the opportunities can be agreements with other agencies, counites, rail lines, internet service providers (ISPs) and more.

Newark has a few planned projects that fall into these categories:

- **Bayside Transit Oriented Development** – Future major Bay Area regional rail and bus transit center, which includes a large transit oriented residential development, located in the southwest portion of the city near the intersection of Enterprise Dr. and Willow Street.
- **Traffic Signal Interconnect** – Three separate projects running along Cherry St, Thronton Ave, and Newark Blvd provide transportation flow and control improvements.
- **Old Town Project Development Area Streetscape Improvements** – Major project to enhance the downtown core of Newark.

Each of these projects offer Newark improved opportunities to add fiber, conduit, and access points as they are developed. Additionally, these projects could help Newark expand its reach of fiber throughout the community, providing opportunities for residents, businesses, schools, and other government facilities to gain access to high-speed broadband infrastructure.

City-Owned Broadband Infrastructure

The City owns limited broadband infrastructure. To provide improved services for the community and the potential for enhanced internet services for community, the city should take advantage of Dig Once policies and regional efforts to build out the high-level design provided in this report.

Technology Trends

Overall, activities, processes and resources are being digitized. On one level, this is simply a function of the increasing capacity and speed of digital technologies. On another level, these trends are driven by a larger mega-trend

towards demand-driven, pull-based systems, including agile development and lean production.

Pull-based systems produce just-in-time results, like getting a coffee at a cafe; it is not made until you order it. Tying this to agile and lean production, you ensure information is visible and accessible as needed, improving decision making and collaboration, resulting in improved, cost-effective services. Much of the rationale for digitization has centered on cost avoidance or reduction, whereas the larger trend is primarily focused on increasing customer value and revenue in an efficient manner. These trends are interacting with larger socioeconomic factors, particularly the aging population, a shrinking workforce, and climate change. While beyond the scope of this study, this report provides a solid foundation for effectively addressing the trends noted below.

A specific trend directly impacting local governments is the emergence of a *Connected Community (Smart City),* which can be defined as "a place where traditional networks and services are made more efficient with the use of digital solutions for the benefit of its inhabitants and business."[1] While Connected Community activities have often been very technology-centric rather than citizen-centric, the general purpose is to improve and integrate public processes. Generally, Connected Communities focus on energy, environment, and public-facing activities, but major internal changes, typically referred to as digital transformation, are necessary for external improvements.

"*Digital transformation* is the integration of digital technology into all areas of a business, fundamentally changing how businesses, including local governments, operate and deliver value to customers."[2] This has important implications for municipalities, not the least of which relate to residents and other external stakeholders. For Newark, digital transformation means residents are likely working remotely or running businesses from their homes. Of course, this also implies major changes for the city itself. Specifically, citizen/customer-facing systems might be deployed and/or upgraded so the City's operations can be done completely online. This also means the City should be providing some form of connectivity, such as electronic kiosks and

[1] https://commission.europa.eu/eu-regional-and-urban-development/topics/cities-and-urban-development/city-initiatives/smart-cities_en

[2] https://enterprisersproject.com/what-is-digital-transformation

public Wi-Fi, for convenience and for those who do not have access to affordable or reliable internet at home or at their business.

Three related trends are the rise of cloud services, integration of information technologies (IT) with operational technologies (OT), and, most significant for current purposes, emergence of broadband as a utility.

Cloud services include a wide range of applications, data collection, processing and storage and network functions provided via numerous, distributed computing resources. The two major implications for municipalities are (a) reduced need to operate servers but (b) increased costs for and reliance on online services along with (c) new applications—mostly web-based—that were impractical or unavailable in the past.

A general class of cloud-based applications and related technologies focuses on adding intelligence to assets and machines of various sorts, allowing them to be integrated with information technologies (or vice-versa).

Operational technologies (OT) are "programmable systems or devices that interact with the physical environment [to] detect or cause a direct change through the monitoring and/or control of devices, processes and events."[3] For municipalities, OT includes everything from garbage trucks to traffic signals. Increasingly, OT is being added to "dumb" assets such as manholes, SCADA systems, traffic, parking meters and streetlights. Integration with IT enables cost reduction and performance improvement.

Broadband is technically any channelized communications media, but it has come to mean always-on, high-speed internet access. Broadband is important for people, as it allows them to access media content, connect with friends and pursue their interests. As businesses and government undergo digital transformation, broadband is increasingly important in everyday life. Access to education, jobs and healthcare effectively require broadband. On the other side of this trend, businesses and municipalities that do not have and use broadband are at a huge competitive disadvantage. While it may seem a bit pedantic to include broadband as a trend in a report for a broadband study, it is important to understand that broadband isn't an end, but rather a means to improved outcomes that enables other trends.

[3] https://csrc.nist.gov/glossary/term/operational_technology

Beneath all these trends runs a more fundamental observation: The critical and growing need for robust *cybersecurity*. Internet access can provide a way for malicious hackers to steal data from or take over municipal systems. As the amount of OT increases, so do the digital vulnerabilities that allow hackers to control them, operate software bots and attack other systems. Cybersecurity is as much about practices and procedures as well as technologies. For example, "deep fake" technology and spoofing—imitating or taking over accounts—are being used to get critical information or direct payments. People need to be educated about how to recognize possible scams and "social hacks" and avoid them.

Fiber optics has become the gold standard for broadband deployment. There is no broadband deployment medium that can compare to the speeds, symmetrical bandwidth or low latency that fiber optics provide. Wireless, cellular or hybrid fiber-coaxial (HFC) cannot compare to the speeds or reliability of fiber optics. Japan's National Institute of Information and Communications Technology (NICT) set a new speed record over a single strand of fiber at 1.02 petabits per second.[4]

File Downloaded	Apx. File Size	Apx. Download Times							
		Broadband Speed				Fiber Speed			
		1 Mbps	5 Mbps	10 Mbps	20 Mbps	100 Mbps	200 Mbps	300 Mbps	1 Gbps
One song (4 min)	4 MB	30 sec	5 sec	3 sec	1.5 min	0.3 sec	0.15 sec	0.1 sec	Instant
Video clip (5 min)	30 MB	3 min	40 sec	26 sec	13 sec	2.5 sec	1.25 sec	0.8 sec	0.2 sec
Audiobook (9 hours)	110 MB	10 min	2 min	1.5 min	45 sec	9.2 sec	4.6 sec	3 sec	1 sec
TV Show (45 min)	200 MB	20 min	5 min	3 min	1.5 min	16 sec	8 sec	5.3 sec	1.5 sec
HD TV Show (45 min)	600 MB	1 hour	15 min	8 min	4 min	50 sec	25 sec	17 sec	5 sec
Movie (2 hours)	1500 MB	2 hours	25 min	15 min	7 min	1.5 min	45 sec	30 sec	8 sec
HD Movie (2 hours)	4500 MB	6 hours	72 min	1 hour	30 min	4.5 min	2.25 min	1.5 min	25 sec
All speeds and times are estimates, and can vary based on line quality and modem. Source: Fastmetrics.com and Apple.com.									

Figure 3 - Download Times Comparison

Library of Congress - Estimated 240 Terabytes (240,000,000 Megabytes)						
		Seconds	Minutes	Hours	Days	Months
25 Mbps	DSL	9,600,000	160,000	2,667	111	3.7
50 Mbps	Cable	4,800,000	80,000	1,333	56	1.9
100 Mbps	Cable/Fiber	2,400,000	40,000	667	28	

[4] https://www.tvtechnology.com/news/japans-nict-sets-new-data-transmission-speed-record#:~:text=Japanese%20researchers%20have%20set%20a,(32%20miles).

500 Mbps	Cable/Fiber	480,000	8,000	134	6	
1 Gbps	Cable/Fiber	240,000	4,000	67	3	
10 Gbps	Fiber	24,000	400	7		
1.02 Petabits	Fiber	0.227				

Figure 4 - Library of Congress Download Comparison

Fiber optic networks are essential for backhaul of all networks to connect to the internet, including cellular networks. Fiber optic cables are flexible strands of glass that trap the light inside a core only 8-10 microns wide inside of a strand that is 125 microns wide. Trapping and controlling the light allows fiber to avoid the many issues that arise from wireless and copper networks, such as obstacles in a wireless environment and the slow speeds of analogue or digital signals over copper.

Wireless technologies are advancing in ways never imagined. There are two basic trains of thought on broadband: fixed wireline and wireless. The two rarely come together, and proponents of each technology overplay their own importance, thinking that either wireless or wireline is the only way to go. In more urban areas, the reality is wireless last-mile deployment is the future.

Last mile refers to the connection from the street to the resident. This is commonly referred to as fiber-to-the-neighborhood. Fiber optics networks are essential for back-haul, connecting each neighborhood to the internet. However, the cost savings realized by a wireless last mile cannot be overlooked, especially with the current wireless technologies available. Terragraph is a wireless company that uses different technologies and deployment strategies to overcome the inherent issues with the typical wireless deployments. Tarana Wireless is one such company that is reshaping the future of wireless deployments, making it faster, easier, and more cost-effective to deploy high-speed broadband. Companies such as Mimosa, Ubiquity, and others are all creating better, stronger, more resilient equipment with higher bandwidth. Wireless technology is a way that municipalities and private companies quickly deploy more cost-effective networks.

Satellite is another budding technology that is currently experiencing growing pains. Satellite uses light to relay information from the end user to a satellite orbiting the earth at either low level, 250-350 miles above the earth, or as far out as 26,000 miles. Although the signal is travelling at the speed of light, going that far into space, being bounced off a satellite and returning to earth creates exceedingly high latency, the time it takes for data to reach the other end.

Satellite signals are shared, which requires a lot of satellites to be in orbit with many base stations on earth, connected to fiber optic networks providing the end users a connection to the internet.

Starlink wants approval for 30,000 low orbit satellites to be deployed for the satellite network to improve functionality. The Federal Communications Commission (FCC) in December 2022 granted approval for 7,500 satellites to be deployed. However, Starlink was recently denied Rural Digital Opportunity Fund (RDOF) subsidies of nearly $885 million because the satellite provider failed to provide the speeds promised at a high cost per dish required at residents' homes. Satellite technology holds possibilities as a broadband provider to the more rural areas of the USA that have no other options.

"Starlink's technology has real promise," Federal Communications Commission (FCC) chair Jessica Rosenworcel explains. "But the question before us was whether to publicly subsidize it's still developing technology for consumer broadband — which requires that users purchase a $600 dish — with nearly $900 million in universal service funds until 2032."

Artificial Intelligence is a trend that is talked about across every aspect of business and industry. However, Newark should be extremely cautious, as this is an emerging technology that has significant risk associated with putting it in practice.

Newark should consider the following cautionary points as it relates to artificial intelligence, depending on where and how it is planned to be used:

- **Bias.** AI systems are trained on data, and if that data is biased, the AI system will be biased as well. This can lead to discrimination against certain groups of people. Newark should take steps to ensure that the AI systems used are trained on unbiased data.
- **Privacy and security.** AI systems collect and store a lot of data, and this data could be misused or hacked. Newark, as well as all cities, should take steps to protect the privacy and security of the data that is collected and stored by AI systems.
- **Transparency and accountability.** It can be difficult to understand how AI systems make decisions. This can make it difficult to hold AI systems accountable for their decisions.

To help mitigate some of these risks Newark should consider the following:

- **Develop ethics guidelines for the use of AI.** These guidelines should address issues such as bias, privacy, security, transparency, and accountability.

- **Invest in AI research and development.** This research should focus on using AI systems that are more fair, transparent, and accountable.
- **Partner with the private sector and academia to develop and implement AI solutions**. This will help to ensure that Newark is able to access the latest AI technologies and best practices.

While AI could be a powerful tool, it's important to be aware of the maturity and risk associated with it.

Market Analysis

The Market Assessment section of the study serves the purpose of evaluating broadband availability to determine whether it aligns with the requirements of the local market. To gain a more comprehensive understanding of the local broadband landscape in Newark, we conducted an analysis of current services and associated pricing within the city. For effective broadband planning, it is imperative to understand the offerings and costs of technology providers.

Various factors contribute to disparities in broadband access and adoption in different areas. The primary cause of such discrepancies is geographical access to broadband, where certain locations lack providers offering broadband services in proximity. Additionally, the affordability of services plays a pivotal role, as the cost may be prohibitive for some potential subscribers.

Broadband access and adoption are shaped by many factors, encompassing availability, pricing, service quality and the extent to which it caters to a community's needs. In the realm of broadband and telecommunications, service quality primarily revolves around the speed and reliability of the services provided. Broadband is increasingly viewed by many municipalities as a modern utility, given its integral role in our daily lives. Consequently, the focus is predominantly on high-speed, dependable broadband, with customer service becoming a significant consideration only in competitive market environments.

GTG focused on the following questions when conducting the market assessment:

1. What is the current coverage of the local providers?
2. What technologies are offered: fiber-to-the-home, HFC (hybrid fiber-coaxial), DSL, 5G or Satellite?

3. What are the pricing tiers for each provider?

4. What is the competitive nature of broadband in Newark?

GTG conducted a comprehensive analysis of the broadband landscape within the City of Newark, with the aim of assessing the available broadband options for residents, businesses, the city itself and other entities. This analysis delves into several key aspects, including the internet speeds offered, the associated pricing, the providers of these services, the level of competition within the local market and an evaluation of the existing and planned broadband infrastructure.

Key Findings

- The City of Newark is served by local providers. According to network maps shared by the local providers, the community has access to high-speed broadband.
- The largest provider in the area is Comcast/Xfinity and is the only provider that covers around 98% of the city. Providers are outlined next in this section.
- According to the FCC Broadband map, approximately 32% of the residents have access to a FTTH provider, offering up to 1000 Mbps symmetrical download and upload speeds.

FCC Broadband Maps

The FCC Broadband Maps, officially known as the Federal Communications Commission Broadband Data Collection, are a crucial initiative in the United States, designed to improve the accuracy and transparency of broadband coverage data. These maps are instrumental in ensuring that every American has access to reliable, high-speed internet services, playing a pivotal role in shaping broadband policy, investment, and infrastructure development across the country.

Data Collection: The FCC Broadband Maps involves the collection of data from internet service providers (ISPs) to create an up-to-date and detailed representation of broadband coverage nationwide. ISPs are required to report information on the availability of their services, including maximum advertised speeds, technology used (e.g., DSL, cable, fiber) and geographic coverage.

Mapping Accuracy: One of the primary objectives of these maps is to provide an accurate depiction of where broadband services are available and where they

are not. This information is vital for identifying underserved and unserved areas that may lack adequate internet access.

Transparency: The FCC Broadband Maps aim to enhance transparency and accountability in the broadband industry. By making coverage data publicly available, consumers can make more informed choices about their internet service providers and advocate for better connectivity.

Policy Development: The FCC Broadband Maps play a crucial role in informing broadband policy development at federal, state, and local levels. Policymakers use this data to allocate resources, design subsidy programs and prioritize areas in need of improved broadband infrastructure.

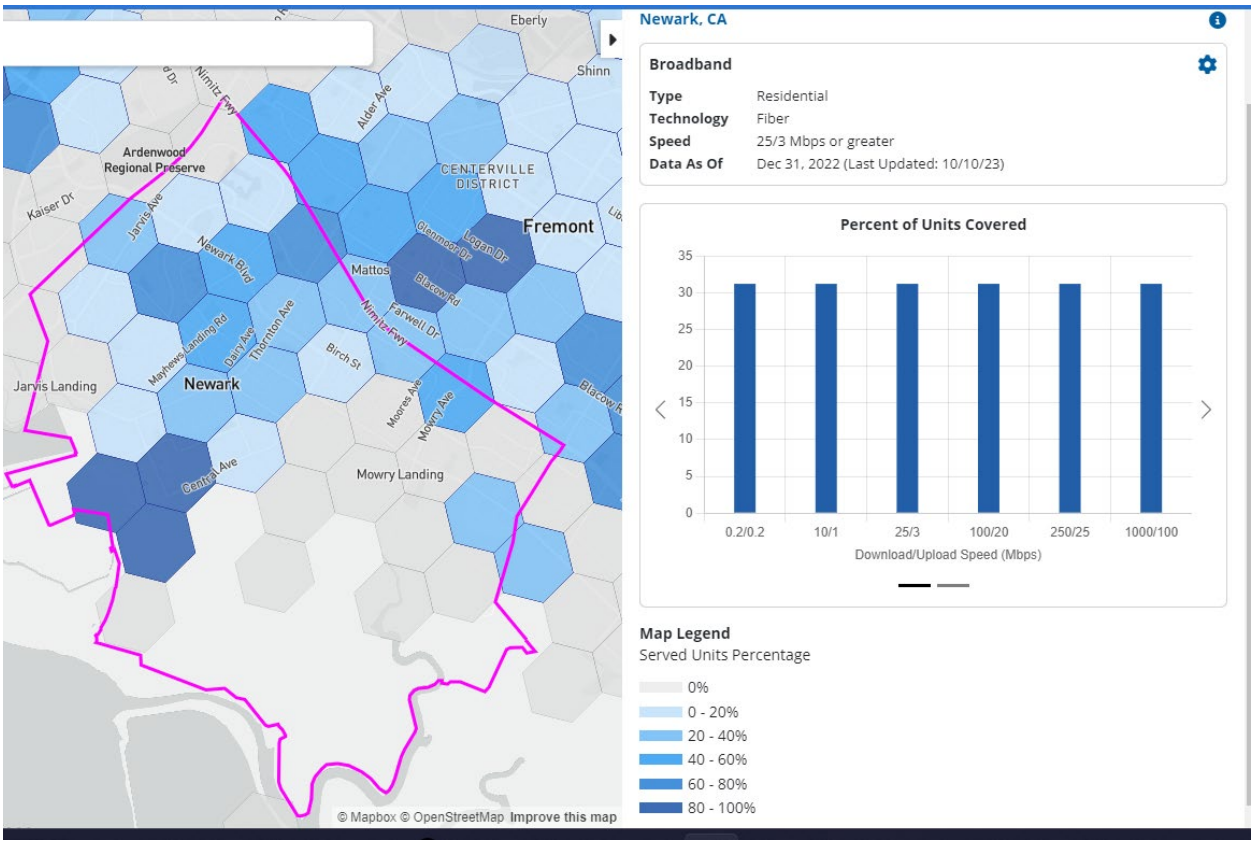
Challenges and Controversies: The accuracy of these maps has been a subject of debate. Critics argue that they may overstate the availability of broadband in certain areas, leading to inadequate funding allocation. There are also concerns about the reliability of ISP-reported data and the need for more independent verification.

Ongoing Improvements: The FCC has been actively working to enhance the quality and reliability of its broadband maps. These improvements include better data collection techniques and increased granularity in mapping, enabling a more precise understanding of coverage in smaller geographic areas.

Impact on Rural and Underserved Communities: Accurate broadband mapping is particularly crucial for rural and underserved communities. It helps direct resources to areas that are most in need, bridging the digital divide and ensuring that all Americans have access to essential online services and opportunities.

In summary, the FCC Broadband Maps are a fundamental tool for shaping the future of internet connectivity in the United States. They enable better-informed decision-making, transparency, and the equitable distribution of broadband resources to ensure that everyone can participate in the digital age. Continued efforts to refine and enhance these maps are essential to address the evolving needs of our increasingly connected society.

FCC Maps can be found at: https://broadbandmap.fcc.gov/location-summary.


Newark, CA
Broadband
Type Residential
Technology Fiber
Speed 25/3 Mbps or greater
Data As Of Dec 31, 2022 (Last Updated: 10/10/23)
Percent of Units Covered
0.2/0.2
10/1
25/3
100/20
250/25
1000/100
Download/Upload Speed (Mbps)
Map Legend
Served Units Percentage
0%
0 - 20%
20 - 40%
40 - 60%
60 - 80%
80 - 100%
© Mapbox © OpenStreetMap Improve this map
Ardenwood Regional Preserve
CENTERVILLE DISTRICT
Fremont
Newark
Jarvis Landing
Mowry Landing

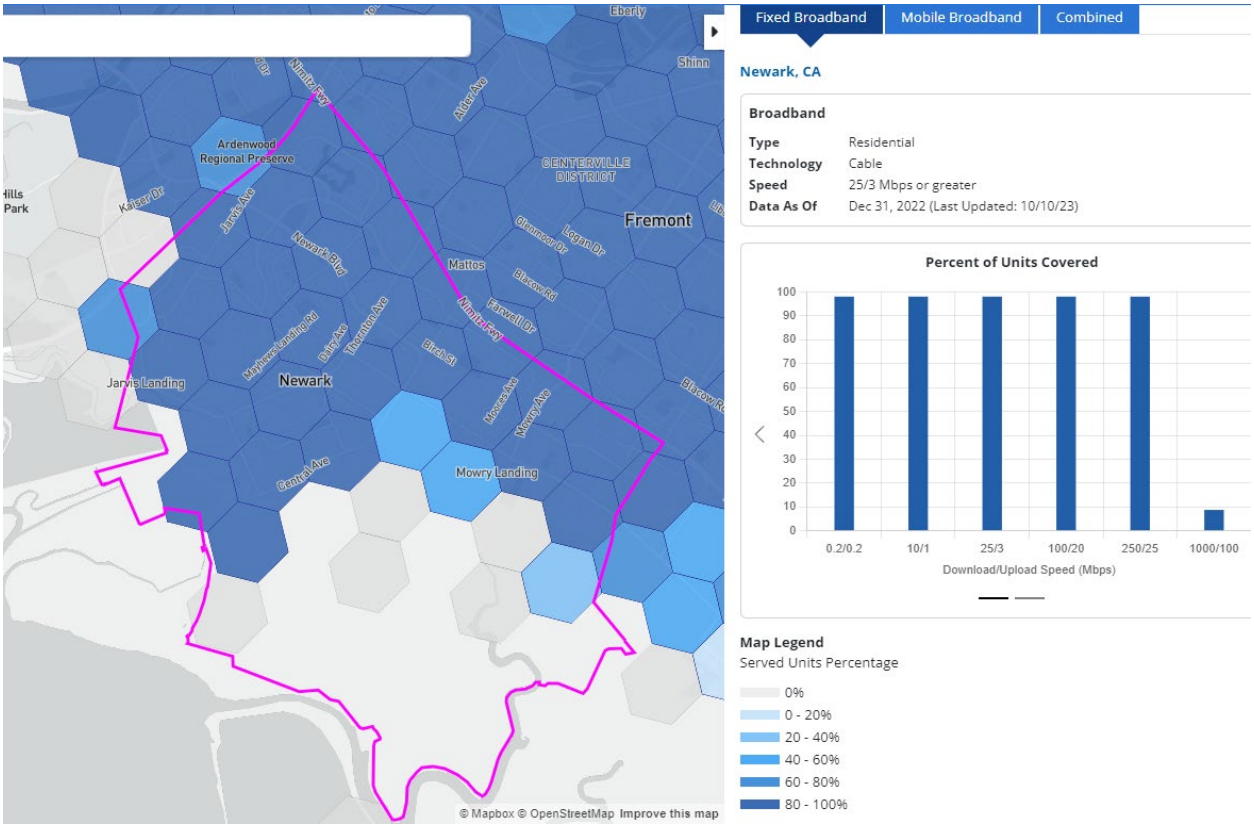

Fixed Broadband
Mobile Broadband
Combined
Newark, CA
Broadband
Type Residential
Technology Cable
Speed 25/3 Mbps or greater
Data As Of Dec 31, 2022 (Last Updated: 10/10/23)
Percent of Units Covered
0.2/0.2
10/1
25/3
100/20
250/25
1000/100
Download/Upload Speed (Mbps)
Map Legend
Served Units Percentage
0%
0 - 20%
20 - 40%
40 - 60%
60 - 80%
80 - 100%
© Mapbox © OpenStreetMap Improve this map
Ardenwood Regional Preserve
CENTERVILLE DISTRICT
Fremont
Newark
Jarvis Landing
Mowry Landing

Figure 5: FCC Broadband Maps, Newark, CA

Providers in Newark

According to the FCC broadband map[5], there are six available providers in Newark: Comcast Corporation, AT&T, Hughes Network Systems LLC, Space Exploration Holdings LLC, T-Mobile USA Inc and ViaSat Ince.

Comcast Corporation is a global media and technology company with two primary businesses: Comcast Cable and NBCUniversal. Comcast Cable is one of the United States' largest video, high-speed Internet and phone providers to residential customers under the XFINITY brand and provides these services to businesses. Comcast is the predominant provider in Newark, serving 63.7% of the city's residents, according to this survey. Current offerings in Newark can be found in the chart below[6].

Provider	Technology	Speed/ Mbps	$/Month	Data limit
Comcast/Xfinity	HFC	75	$51.00	No
Comcast/Xfinity	HFC	200	$35.00	No
Comcast/Xfinity	HFC	400	$50.00	No
Comcast/Xfinity	HFC	800	$60.00	No
Comcast/Xfinity	HFC	1000	$60.00	No
Comcast/Xfinity	HFC	1200	$80.00	No

AT&T, recognized as the world's largest telecommunications company, holds the second-largest position in the mobile phone services industry. Notably, in recent years, this multinational conglomerate ventured significantly into the media and entertainment sectors, particularly through its acquisition of Warner Media in 2018. However, a shift in strategy emerged in February 2021, when AT&T announced its intention to spin off DirecTV, six years after acquiring this satellite TV business. Subsequently, in May of the same year, plans were unveiled to spin off Warner Media and merge it with Discovery.

[5] https://broadbandmap.fcc.gov/location-summary/

[6] https://www.xfinity.com/digital/offers/plan-builder

Under the leadership of CEO John Stankey, AT&T seeks to refocus its efforts on expanding its 5G wireless connectivity capabilities. In pursuit of this objective, the company is currently engaged in a highly competitive, multibillion-dollar battle against rivals such as T-Mobile and Verizon. This battle revolves around achieving the fastest speeds and the most extensive 5G network coverage.

Provider	Technology	Speed/ Mbps	$/Month	Data limit
ATT	Fiber	300	$55.00	No
ATT	Fiber	1000	$65.00	No
ATT	Fiber	1000	$80.00	No

T-Mobile offers 5G home internet for just $50 a month with AutoPay, up to 50% savings against the industry benchmark, or $30 per month for families with Magenta MAX, T-Mobile's most popular phone plan. It's a flat rate, with no added taxes or fees, equipment costs, annual contracts, or price hikes. Availability for this service requires upgrading or constructing 5G antennas. This does not happen on a city-wide basis, but rather an incremental build over time. Coverage in Newark is limited and there is minimal subscribership.

Provider	Technology	Speed/ Mbps	$/Month	Data limit
T-Mobile - Home Internet	5G	max 235	$ 55.00	No

Satellite providers available in the city include ViaSat, HughesNet and Starlink. Satellite companies utilize wireless signals transmitted from a base station/ground unit, bouncing these signals off an array of satellites orbiting the Earth at an average distance of 26,000 miles. Even at the speed of light, a 52,000-mile round trip introduces a significant amount of latency. Latency refers to the time it takes for data to travel from one point on a network to another.

Starlink has begun deploying satellites in a low earth orbit, approximately 350 miles above Earth's surface. Users of these lower orbit satellites experience significantly lower latency, better speeds and overall performance. However, Starlink's proposal to add an additional 9,000 low orbit satellites has been denied for several reasons. Foremost among these is a lack of understanding

about how objects in low Earth orbit behave over time and what might happen when they eventually re-enter the Earth's atmosphere.

Another reason for the denial is the concern about space pollution. Allowing too many objects into orbit could limit our ability to observe space from the Earth's surface and pose potential risks to existing satellites and space missions.

Provider	Technology	Speed/ Mbps	$/Month	Data limit
ViaSat	Satellite	12	$ 69.99	40 GB
	Satellite	25	$ 99.99	60 GB
	Satellite	30	$ 149.99	100 GB
	Satellite	30	$ 199.99	150 GB
	Satellite	30	$ 299.99	300 GB
Hughes Net	Satellite	25	$ 74.99	50 GB
Starlink	Satellite	25	$ 110.00	1 TB

4G Coverage and 5G Coverage

According to the FCC Broadband Map[7] shown below, 3G has been upgraded and is no longer being used or deployed by any courier, with 100% of Newark having access to 4G, 5G and 5G NR. Newark area providers include Verizon, T-Mobile (Metro PCS and Sprint), US Cellular and AT&T. In every city, there are small pockets that are not covered by cellular signals, which are not reported or shown on maps. It is nearly impossible to ascertain this information without metering these signals through mobile mapping efforts. Mobile mapping uses software and antennas, which test and record the signal strength throughout the city and is used to identify pockets that need to be bolstered with more cellular towers. Newark residents report suffering from many pockets of bad

[7] https://broadbandmap.fcc.gov/area-summary/mobile?version=jun2023&geoid=0650916&type=place&zoom=11.95&vlon=-122.109695&vlat=37.521020&tech=tech4g&env=0

cellular coverage that have not been identified by mobile mapping, something that should be accomplished by the cellular providers.

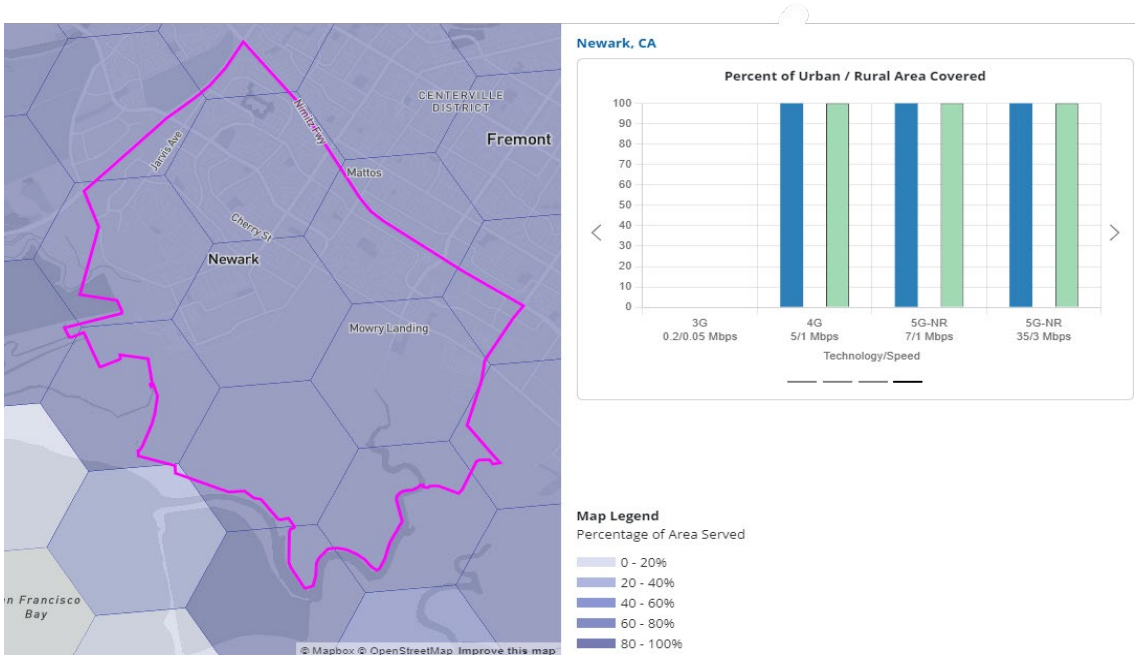


Figure 5 - FCC Broadband 3G, 4G, 5G, and 5G NR (New Radio)

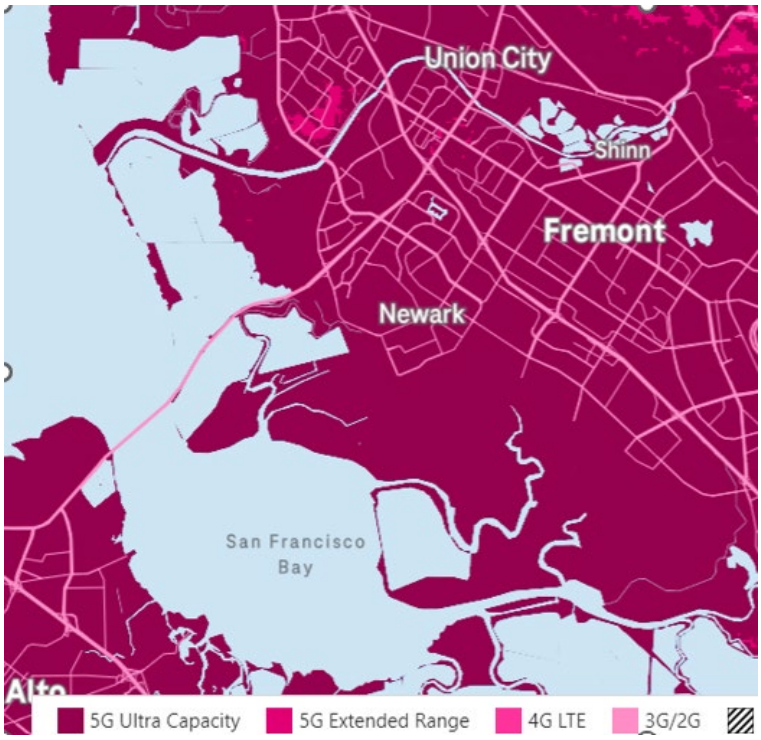


Figure 7 – Verizon Coverage Map

Figure 8 - Verizon coverage map showing availability of 5G Home Internet and 4G LTE

Figure 9 - ATT Coverage Map showing availability of 5G+, 5G and 4G LTE according to AT&T's website

Privately Owned Fiber Optic Cables

In Newark, there are several providers with both metro and long-haul fiber assets, as illustrated in the maps below. The first image (Figure 10), which displays the local metro networks, prominently features assets owned by Crown Castle and CenturyLink (formerly Level 3 fiber). These networks are instrumental in providing high-speed, reliable connectivity within the city.

The second image (Figure 11) showcases the long-haul fiber routes that traverse Newark, and it includes infrastructure owned by Level 3, CenturyLink and Electric Lightwave. These routes follow many of the city's major corridors, serving as the backbone for data transmission over longer distances.

These extensive fiber networks, both metro and long-haul, are essential for supporting the growing demand for data and communication services in Newark. They not only enable businesses, residents and other entities to access high-speed internet, but also play a pivotal role in connecting the city to the broader region and the global digital infrastructure. As Newark continues to develop and expand its technological capabilities, these fiber assets will be crucial in facilitating economic growth, innovation, and improved connectivity for all.

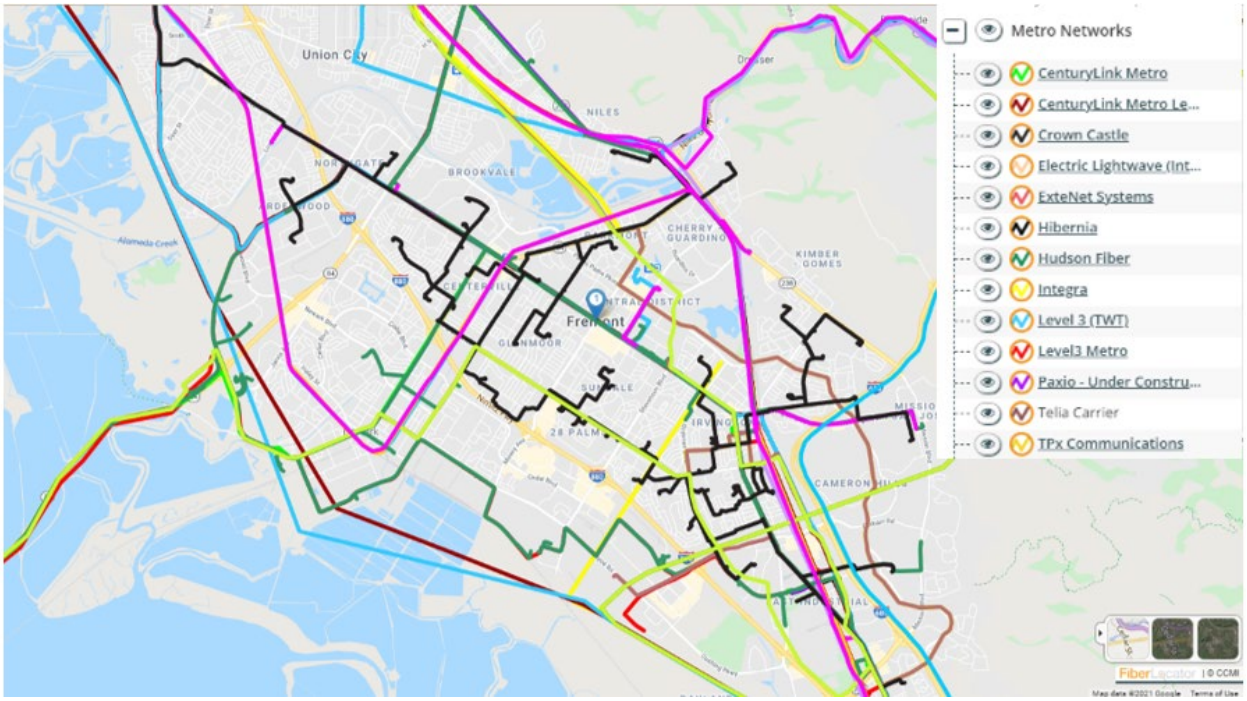


Figure 10 – Assets owned by Crown Castle and CenturyLink

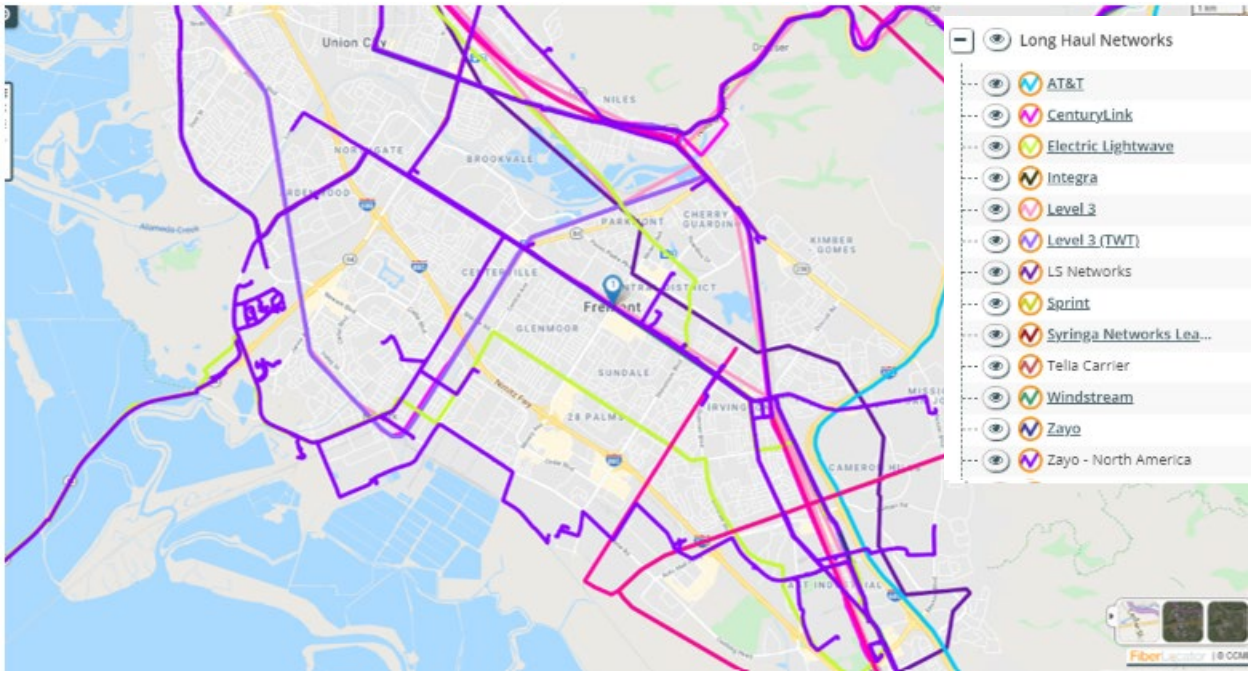


Figure 11 - Newark long-haul fiber routes and infrastructure owned by Level 3, CenturyLink and Electric Lightwave.

Data Centers

Connectivity in any urban area, community or region is predominantly defined by its access to the internet, with the critical factors being internet speeds and available bandwidth. One often underestimated component of a fiber optic network is its links to data centers. These data centers serve as hubs where numerous internet service providers, private enterprise networks (such as Facebook and Amazon), point-to-point connections and various avenues to connect with the global network converge. In the City of Newark, there is one data center situated within its boundaries that was purchased by T5 Data Centers in October 2020:

T5 Data Centers (formerly Apple Newark Data Center)

39800 Eureka Drive

Newark, CA 94560

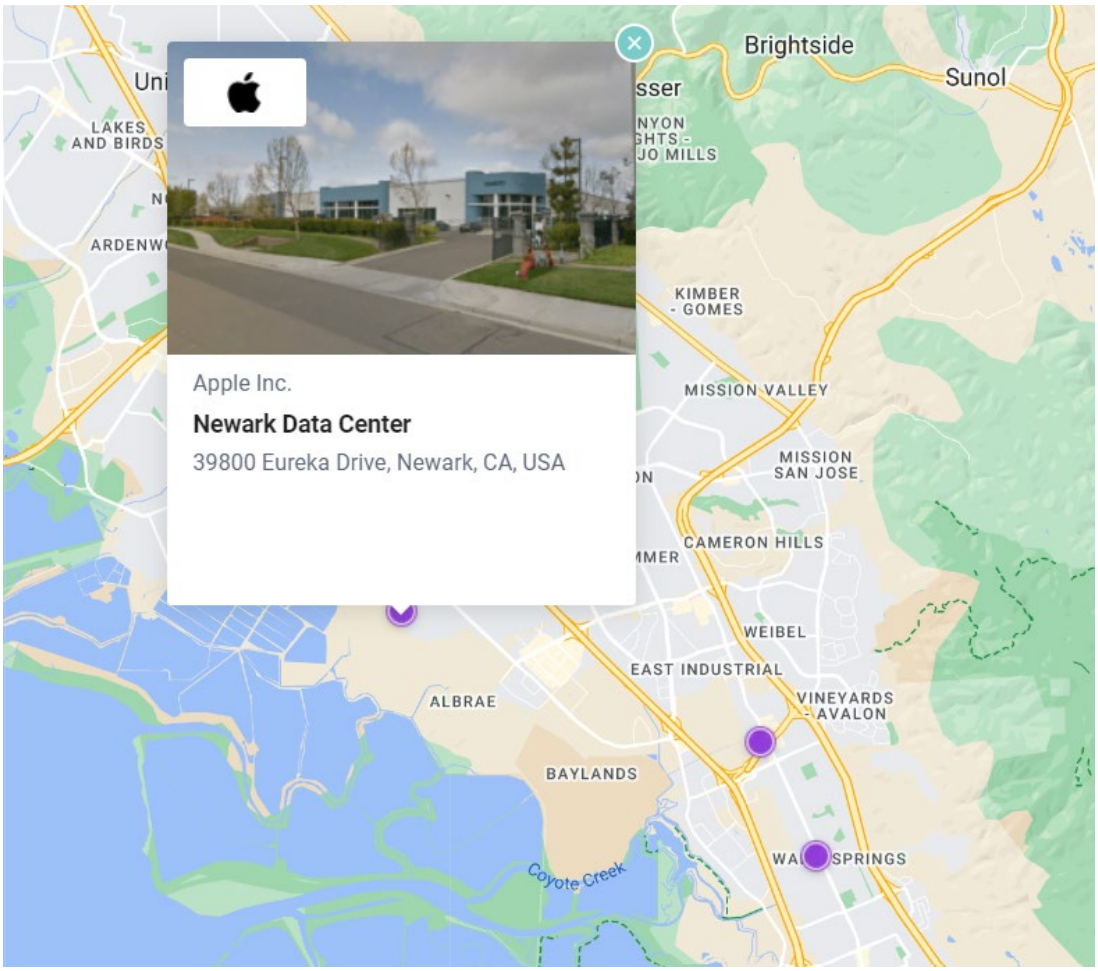


Figure 12 – Data Center in Newark Map

There are 88 data centers within a 25-mile radius of Newark, with the majority in San Jose and San Francisco. With this high concentration of data centers, Newark has options when it comes to connectivity and access to the internet, anchor institutions, other municipalities.

Significant benefits of connecting to a regional hub include business continuity and disaster recovery benefits. These locations allow for offsite storage and redundancy in critical systems that the city could take advantage of.

In addition to private data centers, the California Department of Technology (CDT) is working on the California Middle-Mile project, which refers to the development and implementation of a middle-mile network in the state of California. It is part of the broader effort to expand broadband infrastructure and improve internet connectivity across the state. The project aims to establish a network of fiber optic cables that connect various communities and regions within California, providing a reliable and high-speed backbone for

broadband services. The middle-mile network is planned to run along 680 and I-880. The CDT will also be building Data Hubs approximately every 50 miles on the middle-mile network and splice boxes/vault every 2400 feet. GTG recommends the City coordinate with CDT to determine a location for the connection to the middle-mile network that will provide access to other local governments for sharing communications and having access to high-speed low-cost Internet services in addition to providing areas for disaster recovery equipment.

Other opportunities include working with BART or the City of Fremont to connect the City's fiber network to the regional Oakland hub or the Hurricane hub in Fremont for access to high-speed low cost Internet services.

Conclusion

Newark is served by the local incumbent provider with sufficient broadband to handle the needs of the community in the area outside of complaints related to customer service, reliability, costs and accessibility. It would benefit the area to have a more competitive landscape, however, the area is not being neglected and the City should continue to work with and support the local providers. Studying the 4G and 5G provider coverage maps you can see the entire area has access to 5G cellular coverage and 5G home coverage.

Although Newark is well covered by the local providers and access to broadband seems to be an option for most of the community, in addition to complaints regarding customer service, reliability, costs and accessibility, the issue of adoption comes into view. The lack of adoption can be caused by a few reasons including affordability, access to devices, and digital illiteracy, among others. Newark should become an active participant in helping alleviate the digital divide by adopting programs and raising awareness of the Affordable Connectivity Program, ACP.

Two major complaints from city departments and residents were reliability and speed of 5G coverage with areas that impact public safety, public works, and the community. The City should evaluate the need for additional towers within the city to increase speeds due to saturation and reliability for public safety purposes or determine if this is limited to pockets where buildings, trees, etc. may be causing coverage issues and an additional tower would be unnecessary.

Service Availability

Once the providers are identified, it is important to understand the areas the providers operate within.

Address Assessment

For a better understanding of the availability of providers and the broadband options they offer to specific locations, GTG pulled 40 random addresses and researched the options available at each address. Those results can be found in the chart below. We are not including the actual address researched for privacy concerns.

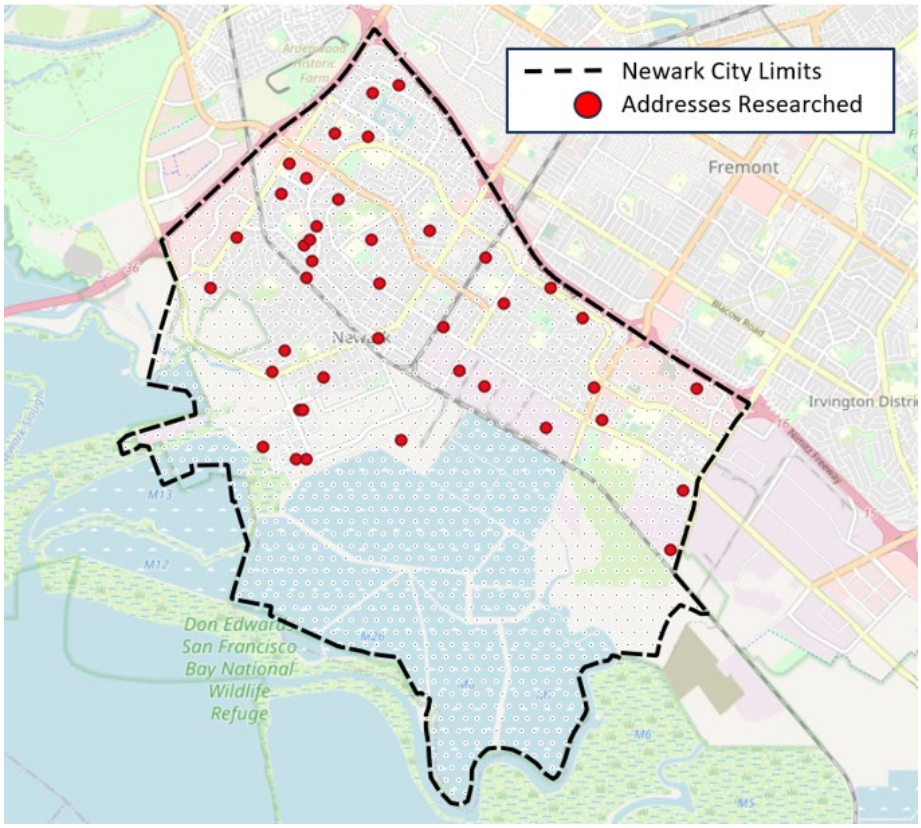


Figure 13 – Address Assessment in City of Newark

Street	Comcast HFC	ATT Fiber	ATT DSL	Satellite	T-Mobile	Fixed wireless
RAMSGATE DR	X		X	X	X	X
BRETON DR	X			X	X	X
REYMOUTH DR	X		X	X	X	
ORLEANS DR	X	X		X	X	X
CRYSTAL SPRINGS DR	X		X	X	X	X
HALEY ST	X	X		X	X	X
COLBERT PL	X	X		X	X	X
PAPAYA ST	X			X		X
CHERRY ST	X			X	X	X
BIRCH ST	X		X	X	X	X
BAY BREEZE ST	X			X	X	X
LUMA TER	X	X		X	X	X
CHERRY ST						
BLUEGRASS CT	X		X	X	X	X
EBBETTS ST	X			X	X	X
CROYDON PL	X		X	X	X	X
ASHBOURNE CT	X		X	X	X	X
MANOR CT	X		X	X	X	
CHAPMAN DR	X		X	X	X	X
DICHONDRA PL	X		X	X	X	X
RAVENWOOD AVE	X		X	X	X	X
JARVIS AVE	X			X	X	X
BENNINGTON DR	X		X	X	X	X
LIDO CT	X		X	X	X	X
GEORGE AVE	X		X	X	X	X
NORMANDY DR	X	X		X	X	X
CEDAR BLVD	X	X		X	X	X
REDEKER PL				X	X	X
CENTRAL AVE				X		X

MARTEL PL	X	X		X	X	X
CARTER AVE	X		X	X	X	X
MORTON AVE				X		X
SHADY HOLLOW DR	X		X	X	X	X
RAILROAD AVE	X		X	X	X	X
MANDARIN AVE				X		X
PEACHTREE AVE	X		X	X	X	X
SANDY COVE WAY	X	X		X	X	X
BLUE ANCHOR WAY	X	X		X	X	X
CENTRAL AVE	X	X		X	X	X
ROCKVIEW WAY	X	X		X	X	X

The table below shows, of the 40 total addresses researched, the providers that were available and the percentage of the coverage offered.

	Comcast HFC	ATT Fiber	ATT DSL	Satellite	Fixed wireless	T-Mobile
Total	**35**	**11**	**18**	**35**	**33**	**34**
Percentage of Households	**88%**	**28%**	**45%**	**88%**	**83%**	**85%**

State of California Maps

The State of California maintains a broadband availability map that, like the FCC, shows addresses that are identified as in need of broadband access. These maps are crucial to understand the areas of the city that need bolstering. These maps represent information that is supplied by the internet service providers and can be used to identify the areas and neighborhoods that each provider supports with broadband service. It is worthwhile to compare the maps identifying locations where the information overlaps and greatly increases the validity of the provided information. To help see the disparities in broadband

speed, the State has the below online "Broadband Interactive Map"[8] that shows, according to state complied and federal data, addresses that have a need for better broadband.

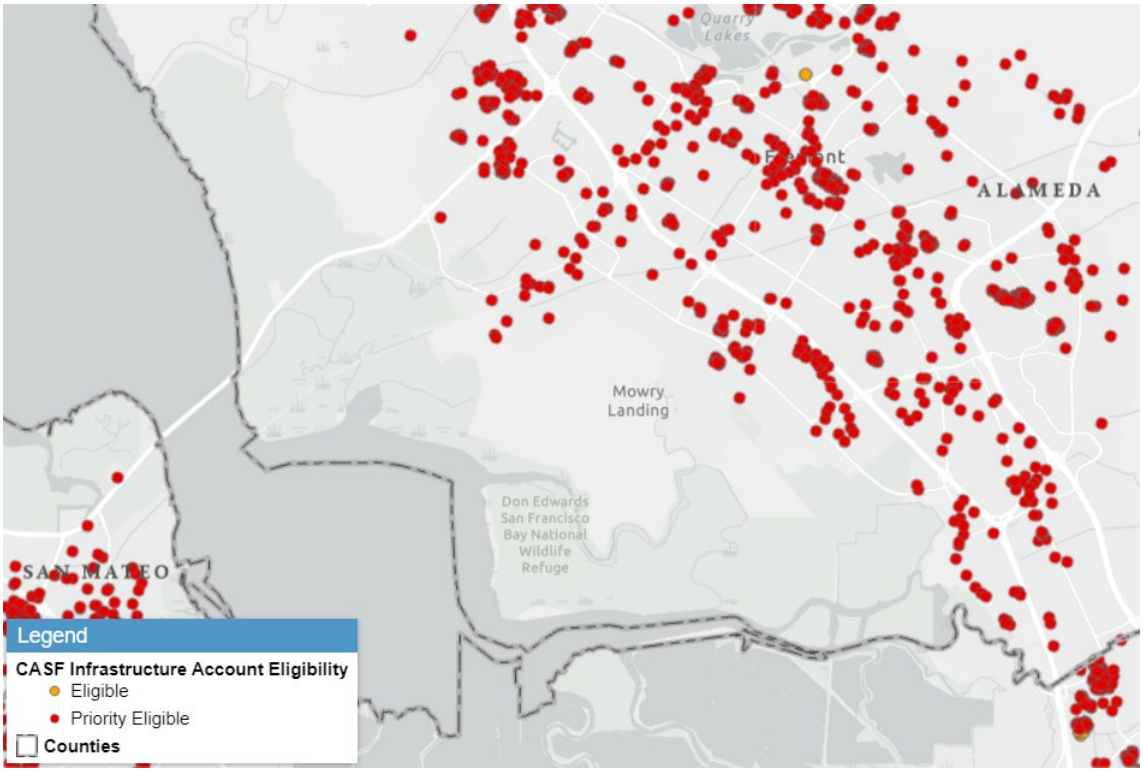


Figure 14 - California Interactive Broadband Map

FCC Broadband Maps

The FCC has a substantial amount of information that is collected through FCC Form 477, a report that providers fill out and self-report the technology they offer and where they offer it. The form has received criticism, claiming that the information is not accurate due to providers wanting to show they offer better services in a wider area than they actually do.

The self-reporting portal, according to the Institute for Local Self-reliance, has inherent flaws such as:[9]

1. ISPs may fill out forms improperly.

[8] https://www.broadbandmap.ca.gov/

[9] https://ilsr.org/when-you-cant-trust-the-data-flaws-in-the-federal-communications-commissions-broadband-forms/

2. The data is out of date.
3. The data only includes maximum advertised download and upload speeds.
4. The submitted data itself overstates availability.

Understanding the results could be flawed, information given by providers clearly shows that Newark is well-served by the local incumbents, stating 100% coverage with 250 Mbps download and 25 Mbps upload. One positive change in the Broadband Data Collection (BDC) is the establishment of mechanisms to dispute the claims of providers, hopefully to further refine the data and provide a realistically accurate portrayal of the current state of broadband.

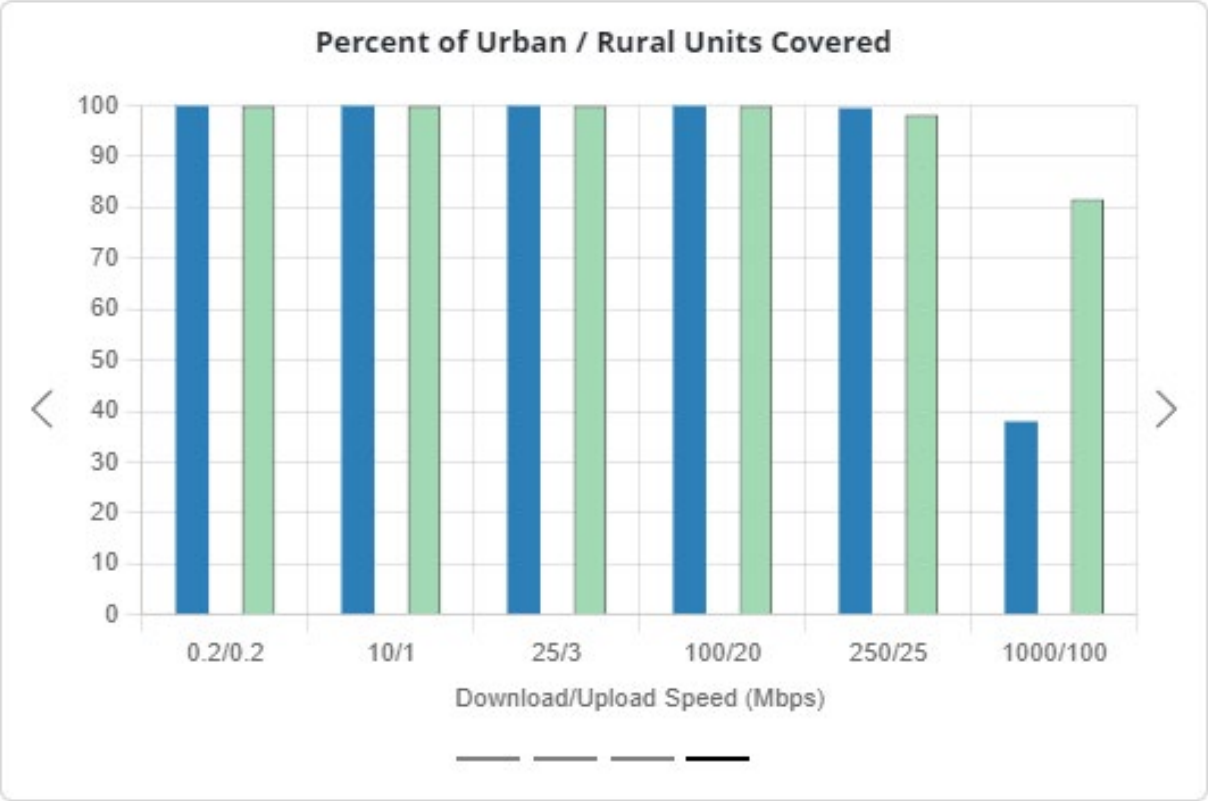


Figure 15 – FCC Form 477 for City of Newark

Goals and Needs

Broadband Survey

To gain insight into the needs of the community, it is important to initiate community engagement to gather input from as many community members as possible. One step that GTG takes to gain as much insight as possible is to conduct an online broadband survey where the respondents can answer questions and provide information from their point of view. The survey was linked from the city's website, and the city promoted it to the public through many different communication channels including social media, mass email marketing, print and digital marketing, word of mouth and in community outreach meetings. At the end of the survey, GTG collected 276 responses.

Survey responses

The completion rate of the survey was 81.5%, with a total of 276 responses. Most respondents, 81%, identified themselves as residents, while 19% identified themselves as local businesses. Although not all responses were complete, the partial surveys include all surveys with at least 75% of the questions filled out. Partial surveys provide valuable information, which is why some of the numbers in the graphs do not always equal 276.

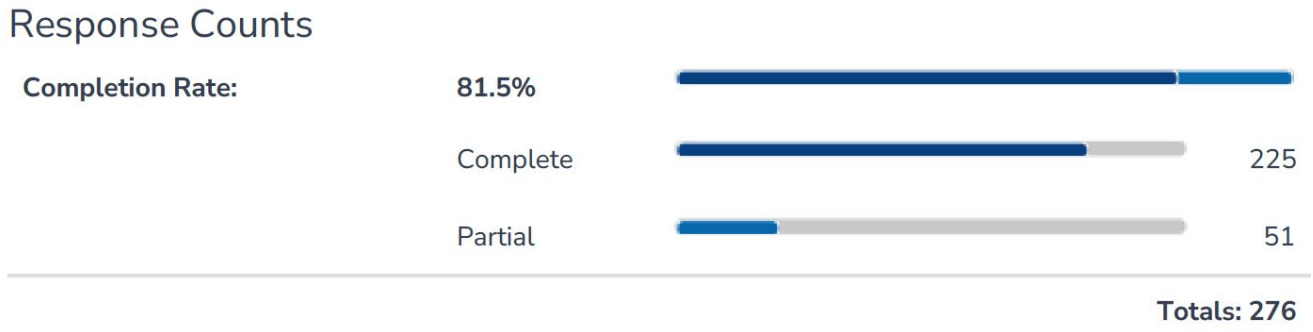


Figure 16 - Response count

The current broadband standard set by the FCC for download speed is 25 Mbps (megabits per second) and 3 Mbps for upload speed. However, it was proposed in July of 2022 to increase the broadband standard to 100 Mbps download and 20 Mbps upload. It has not been adopted on the federal level; however,

California and many other states have set 100 Mbps as the minimum download speed for broadband.

It's important to note the asymmetrical nature of HFC broadband speeds, where the need for downloading data is greater than the need for uploading. This results in standards that are not symmetrical, meaning the download and upload speeds are not the same. All fiber networks can have symmetrical services, and much faster than those of hybrid networks. This survey shows comparison values of both networks.

The data on the adequacy of the internet connection at respondents' locations presents a significant insight into the overall satisfaction with internet services. Despite 55% of respondents affirming the adequacy of their internet connection, the fact that 45% expressed dissatisfaction suggests that there might be underlying issues affecting user experience and expectations.

This discrepancy highlights the importance of not only delivering high-speed broadband, but also ensuring consistent reliability and performance. It indicates that factors such as intermittent service disruptions, latency issues or insufficient customer support might be contributing to the dissatisfaction among a considerable portion of users.

To improve overall satisfaction, it would be beneficial for internet service providers to focus not only on delivering high-speed connections, but also on addressing issues related to service reliability, consistency, and customer support. By paying attention to these factors, providers can ensure that users not only have access to high-speed internet but also enjoy a seamless and reliable online experience, ultimately leading to higher customer satisfaction and loyalty.

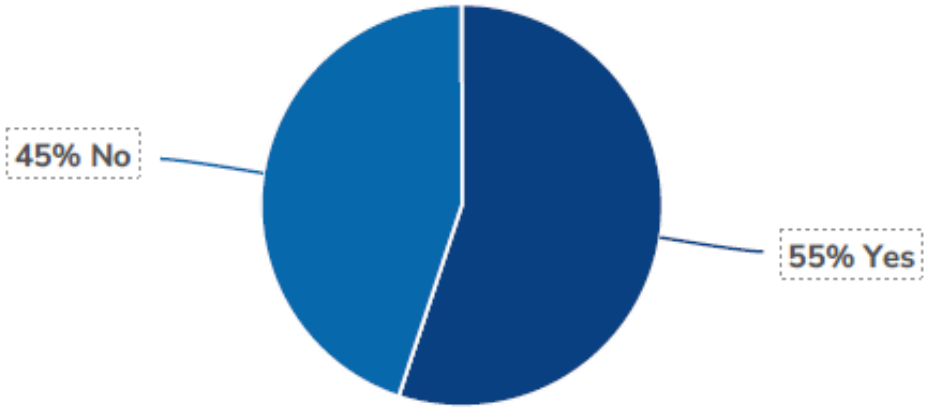


Figure 17 - Internet adequacy survey in City of Newark

The data for internet satisfaction highlights a significant divide in customer sentiment. With 47.3% expressing satisfaction and 52.7% reporting dissatisfaction with their current internet provider, it's evident that there is room for improvement in the service quality and customer experience provided by these companies.

Furthermore, the presence of healthy competition within the market can be advantageous for consumers. When multiple internet providers operate in the same area, it fosters an environment where each company is compelled to enhance its services to attract and retain customers. This competitive pressure often leads to improved offerings, better pricing, and a focus on customer satisfaction.

However, despite the positive influence of competition, it's crucial for providers to address the underlying issues contributing to customer dissatisfaction, such as service reliability and customer support. By prioritizing these aspects, internet providers can work towards enhancing the overall customer experience and fostering greater satisfaction among their customer base.

Value	Percent
Yes	47.3%
No	52.7%

Reliability in broadband refers to the consistent and uninterrupted availability of internet connectivity. It encompasses factors such as network stability, minimal downtime, and consistent speeds. Reliable broadband is crucial for various activities, including remote work, online education, telemedicine, and general internet usage.

To ensure reliable broadband, it is essential for service providers to invest in robust infrastructure, regular maintenance, and efficient customer support. Additionally, the document emphasizes the need for redundancy and backup systems to minimize service disruptions.

While the survey analysis document may not provide specific reliability data for Newark, such as actual down time and outages, it does acknowledge the significance of reliable broadband service for the community. 71% of respondents share that they feel their internet is reliable enough or very reliable. This is positive news for the community, showing that the ISPs are providing good broadband on reliable networks.

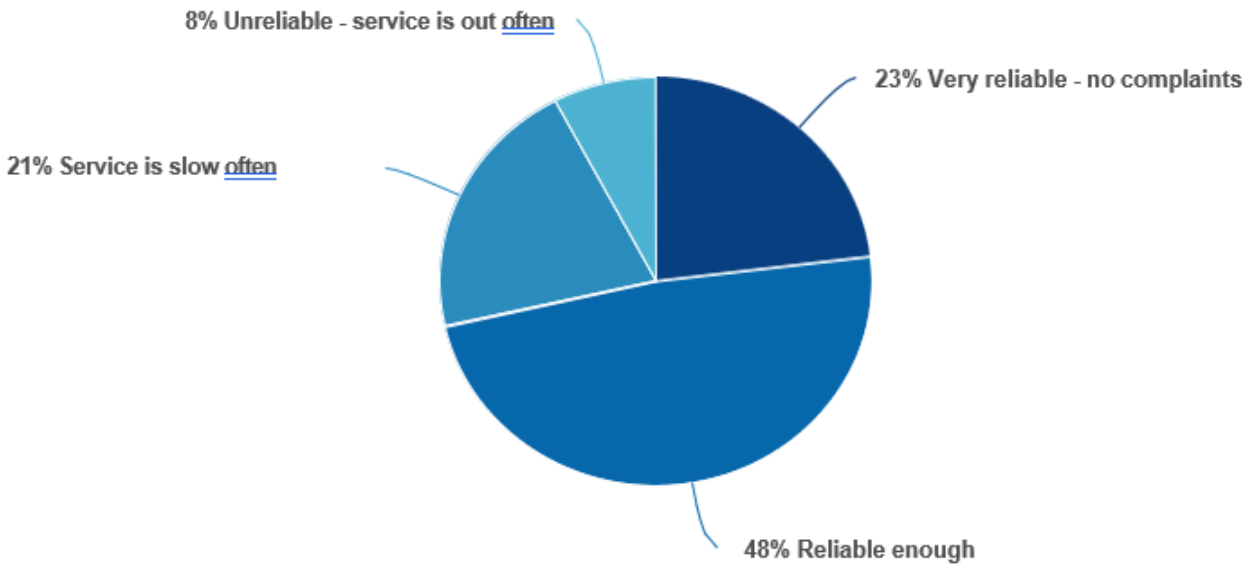


Figure 18 – Reliability survey in City of Newark

Based on the data, the breakdown of internet service providers among the respondents is as follows:

Value	Percent
AT&T	32.4%
Comcast/Xfinity	60.5%
T-Mobile	3.8%
Verizon	0.5%
Other - Write In	2.7%

These percentages represent the distribution of the different internet service providers among the responses. Comcast/Xfinity appears to have the largest share, followed by AT&T, T-Mobile, and Verizon, while a small percentage of respondents are using smaller ISPs.

Speed Test Results

The map depicted in Figure 19 illustrates the respondent locations, categorized by speed test results, ranging from up to 25 Mbps (Federal Minimum), up to 100 Mbps (California minimum), up to 500 Mbps and up to 1000 Mbps (1 Gigabit). The data reveals that areas with high-speed connectivity are spread across the city, whereas locations with slower connections are concentrated primarily in the region south of 880, positioned between Central Blvd and Mowery Ave. The underlying reasons for this area's notably high concentration of DSL subscribers remain ambiguous.

Upon examining why respondents chose their respective service providers, it was commonly reported that these providers were either the sole option available or were perceived as the best available choice. This implies the possibility that some users might be paying for high-speed services that aren't being fully delivered. In the case of respondents utilizing Comcast/Xfinity's HFC network, it may be necessary to consider network upgrades. Meanwhile, for those relying on AT&T's DSL services, the expectation of higher speeds is unrealistic, as DSL is an outdated technology with very limited speeds, commonly meeting the Federal standards but fail to meet the broadband standards set by the State of California.

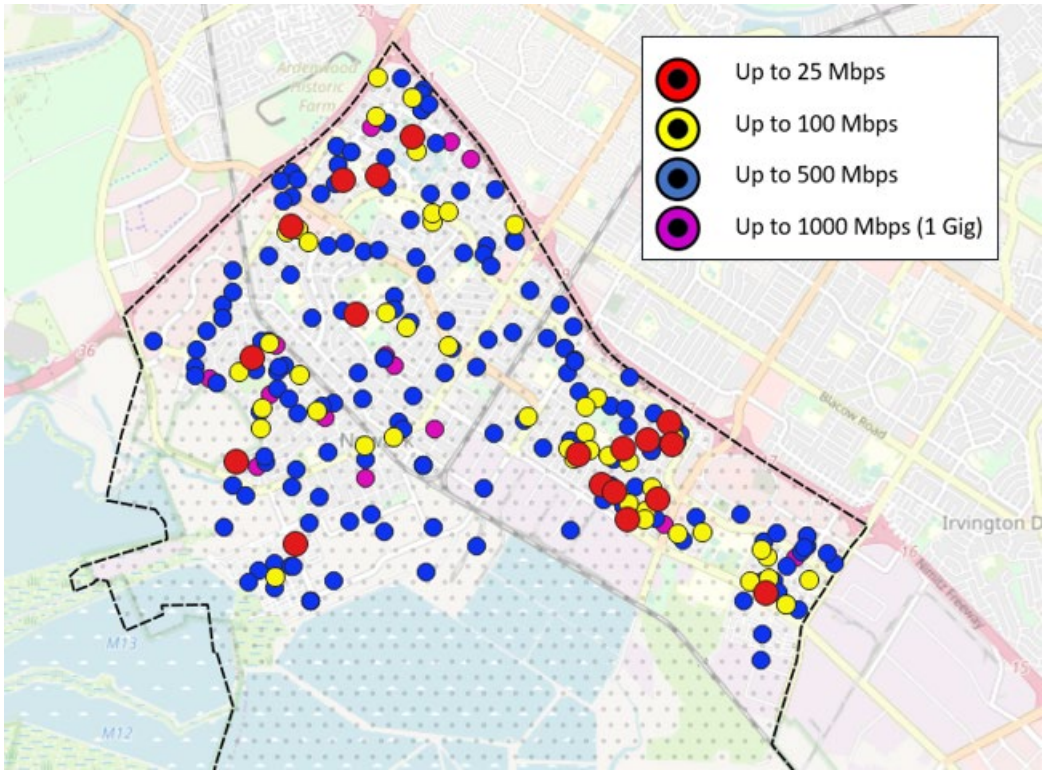


Figure 19 – Respondent locations with corresponding speed test results

Comments from Business Respondents

In the survey conducted by GTG, respondents were invited to share their comments regarding their Internet service. Specifically, businesses were asked "Please explain how better Internet access would impact your organization. Will it help with economic development, services, or sales? Do you have other thoughts on the impact of better Internet access?" It is essential to clarify that GTG did not alter the wording or grammar of any comment, whether they were from businesses, residents or other key stakeholders. The only adjustments made were for the sake of brevity.

Response ID	Comments
262	*At this time we are told we can not improve our service because the area is not wired to accommodate high speed (even though we are paying for it) the service we have now goes out frequently in the early evenings and weekends for minutes at a time. If one or more companies would rewire our area of Newark, we can have choices of carriers, and choose a internet package that would suit our needs*
236	*Better Internet access would significantly enhance the operations and reach of our company. Here's how: Economic Development: A faster and more reliable Internet connection would enable us to tap into global markets, collaborate in real-time with partners and stakeholders regardless of their geographical location, and efficiently utilize cloud-based resources. This would drive productivity and foster innovation, placing us in a competitive position in the marketplace...*
256	*it would help with downloading large format files to create the decal panels for application to our customers vehicles. it would help with downloading parts information and manuals and diagrams along with the need to open files received from customers with their art work and or their damaged units. So yes, it would help with services, sales and the development of our business, to make it better.*
235	*Our building only offers access to T1 lines or higher, which we cannot afford (and maybe now fiber optics) or microwave access using a dish on the roof of the building. There is no other access option. It is very limiting for a small business like ours. There's no cable access or other ways to reasonably purchase internet access. I'm hoping this survey results in better options for the business community.*
223	*We notice frequent glitches and unscheduled outages with Comcast. And, it's very expensive!*

240	*We relied extensively on Zoom sessions, especially during the pandemic. The upload speed available to us was terrible, and the download speed was frequently inadequate. Churches are increasingly reaching out to members at a distance. The available DSL services were inadequate for live streaming -- which is what most churches use now. The limitations have contributed to the ending of our services. Infrastructure along Cedar Blvd is inadequate for ALL utilities.*

Comments from Residents

In the survey conducted by GTG, respondents were invited to share their comments regarding their Internet service. Specifically, residents were asked "What would better broadband mean to you and your family or the area?".

Response ID	Comments
189	*1. I'd love to have 500mbps / 1gbps broadband access for less than $50 per month and not have to haggle with AT&T at the end of every annual contract that I will be switching to Comcast and then they magically bring the price down for another 12 months. 2. There seems to be a relatively local player, SAIL internet which uses AT&T backbone, is there a chance to get them to become a approved provider by the city?*
238	*ATT said for years that fiber options were coming, but after 10 years of waiting, nada. So cable was the best option. Connectivity means everything to compete in the world today and stay informed. The speed of that connection will determine the rate of information and response in certain situations. Extremely important to stay relevant.*
187	*Better choice of providers who all provide the same level of service and speed. Right now, comcast/xfinity are the only ones who provide a decent service with speed needed.*

181	*Better upload speed and removal a caps would allow me to work from home*
25	*Better work and education experience. I am full time remote worker.*
195	*Broadband access is becoming as necessary as water. electricity, etc. It is important for business as many times the decision to locate at a specific city is based on availability of broadband access.*
173	*Broadband should be free*
102	*Cell service is really bad on my cell phone-get a lot of dropped calls (phone uses my Wi-Fi) Internet disconnects fairly often. I need a stable one because I work from home*
48	*Cheaper, more competition.*
65	*Comcast is very expensive & constantly raising its rates. I am a retired senior, but I haven't qualified for ACP for some reason.*
213	*Comment: When we move to the Birch Grove neighborhood in 2020 we were originally with AT&T, we switch ISPs because the DSL in the neighborhood were so bad that cause one of our DSL lines to go offline repeatedly. My hope is with this broadband masterplan it will prioritize the Birch Grove neighborhood to get fiber optic.*
141	*connectivity speeds of 1gbps which power all the connected devices for todays needs and future needs at an affordable cost.*
119	*Consistent download speeds. Even though we have high speed internet, sometimes the response is slow.*
174	*Consistent speed, no drop services and affordable .*
148	*Cost. Broadband is not available at my address.*
50	Download speed ã€‹ 500 mbps , upload ã€‹200 mbps . No sudden drops

129	*Easier to stay connected throughout the city especially in newer housing developments where service can be minimal.*
175	*Everyone having Internet accessibility is very important to our family. I think it's important for everybody to have equity and opportunity in resources.*
36	*We have service through AT&T and Xfinity. This is in case one goes down, as I work from home. It would be nice if the services didn't 'hiccup' as much as they do.*
205	*We need choices with our broadband provider and better cellular service,*
108	*We take meetings from home. Our children like the stream shows. The internet has always been horrible in this area. They told us that the wires run underground are disconnected (per ATT) we would love to be able to do the things we need to do without such slow speeds and the constant loss of connection.*
44	*We use Comcast Business to get better broadband than residential already, so we are satisfied, except it is expensive.*
155	*We would fiber optic internet*
92	*We would prefer to have fiber internet over cable.*
117	*When we moved here in 2020, we had AT&T as our ISP but we ran into problems by the fact of the lines kept on going down and slowing down our speed after a year of working with AT&T it was determined that the lines in the house was fine but the outside line were the issue. My comment is that I am sure that I am not the only person in the birch grove area that is having this issue. Since we are on T-mobile home internet we have zero issues with our interent.*
176	*Would like to automate as much of the home as possible*

Affordable Connectivity Program (ACP)

The FCC introduced the Affordable Connectivity Program (ACP) to improve broadband accessibility and affordability for low-income households. Qualified households can receive a $30 monthly subsidy from participating broadband providers, lowering the cost of securing a 100 Mbps download speed broadband connection. By making internet access more affordable, the ACP aims to reduce the digital divide. Cities can effectively promote the advantages of the ACP to residents and program managers serving disadvantaged communities.

According to data from educationsuperhighway.com, a key ACP adoption tracker and information provider, the table below displays a 26% adoption rate among eligible families within city limits. The data also highlights that 738 eligible households currently lack regular internet access and often rely on cellular hotspots for connectivity. Notably, cellular providers, being private entities, operate on profit-oriented business models, limiting the public sector's control and influence over the coverage they provide.

City	Adoption Rate	Eligible Households	Enrolled Households	Eligible Unconnected Households
Newark	26%	4488	1146	738

Among the survey respondents, the table below indicates the levels of awareness and adoption. It is concerning that only 26% of the eligible households in Newark are utilizing the program, especially considering the national average adoption rate of 80%. Given this significant gap, the City of Newark should prioritize promoting and increasing awareness of the program in underserved areas, aiming to bridge the digital divide.

KNOW ABOUT THE ACP		
Yes	39.9%	67
No	60.1%	101

TAKING ADVANTAGE OF ACP		
Yes	1.2%	2
No	98.8%	166

It should be noted that 34 respondents would like to receive additional information regarding the ACP.

Community Outreach Meetings

To gather information regarding the needs of the community in Newark, GTG, working with City staff, held a stakeholder outreach/listening session allowing the public to voice their opinions in a structured manner. Although the meeting had relatively low attendance, the participants provided some quality information. The low attendance was more than likely due to the broadband availability in Newark. The meetings were publicized by City staff with emails, publications and signs being used to inform the public of the meetings. The public tends to only attend these types of meetings if there is a serious problem they are experiencing, or the state of broadband is overall unsatisfactory. Newark is well served by the local incumbents presumably leading to the low meeting attendance.

Policies

The City of Newark does not have policies in place regarding broadband and related assets. Basic broadband policies include a Dig Once policy or joint build, master license agreement, construction standards, developer agreements or similar mechanisms.

A Dig Once policy would include procedures to facilitate broadband development and minimize restoration issues. Developer agreements are another way to have developers of larger parcels or land development provide broadband infrastructure. These could be put in place to reduce costs for expanding broadband in Newark and to support City services.

Permitting and restoration requirements follow city standard processes and timelines. The city should evaluate an expedited process to support broadband expansion.

On a positive note, the city's general plan does reference technology in multiple areas. This is a best practice that Newark has in place including:

1. LU-1.5 Technology Focus. Promote the city as a good location for technology businesses and clean industry, capitalizing on Newark's location within Silicon Valley.
2. Action T-2.D. Utilize Technology to Improve Safety. Evaluate and implement alternative safety measures for bicyclists and pedestrians using the latest technologies available.
3. Policy E D-1.2 Newark's Competitive Edge. Maintain and enhance Newark's competitive edge relative to other cities in the East Bay, Silicon Valley, and Peninsula Areas, particularly in the **technology** sector. This will require competitive fees and fast processing times.
4. Policy E D-1.7 Flexibility. Ensure that city policies, zoning, and economic development programs are flexible enough to respond to rapid changes in **technology**, real estate market dynamics, and the workplace. Economic development efforts should be modified and adapted as necessary as local, regional, national, and global economic conditions evolve.
5. Emergency Preparedness references to updating response to new requirements, technology, and communication protocol.
6. Action EH-1.B Code Updates. Periodically revise construction codes and regulations to incorporate the latest **information** and **technology** related to natural hazards such as earthquakes and flooding.

This plan supports expanding broadband and Smart City initiatives to enhance public safety, economic development, transportation, and mobility, as well as other improvements that increase efficiency and expand services to Newark's community.

Gaps

The gaps in fiber optic infrastructure appear to be in a lack of consistent coverage by the incumbents. Deciding where and how to build in any city or urban area is a highly secretive process and usually does not make clear sense to anyone reviewing coverage maps. Newark is not different, as shown in the

map below, with select neighborhoods built with FTTP (fiber-to-the-premise) as reported by a national incumbent, while the neighboring areas are not built. This creates gaps for the City of Newark to try to solve and encourage providers to build satisfactory networks.

As you can also see in Figure 20 below, there is virtually no fiber network or access in the business areas around the city, with the incumbent providers not offering fiber services to commercial market. The incumbent providers will on occasion support businesses with fiber connectivity, however at very high upfront construction costs. Consequently, reliability and speed seem to be major issues for businesses. It is important that the city supports economic development, especially in the retail sector, as the city relies on sales tax as a major revenue source.

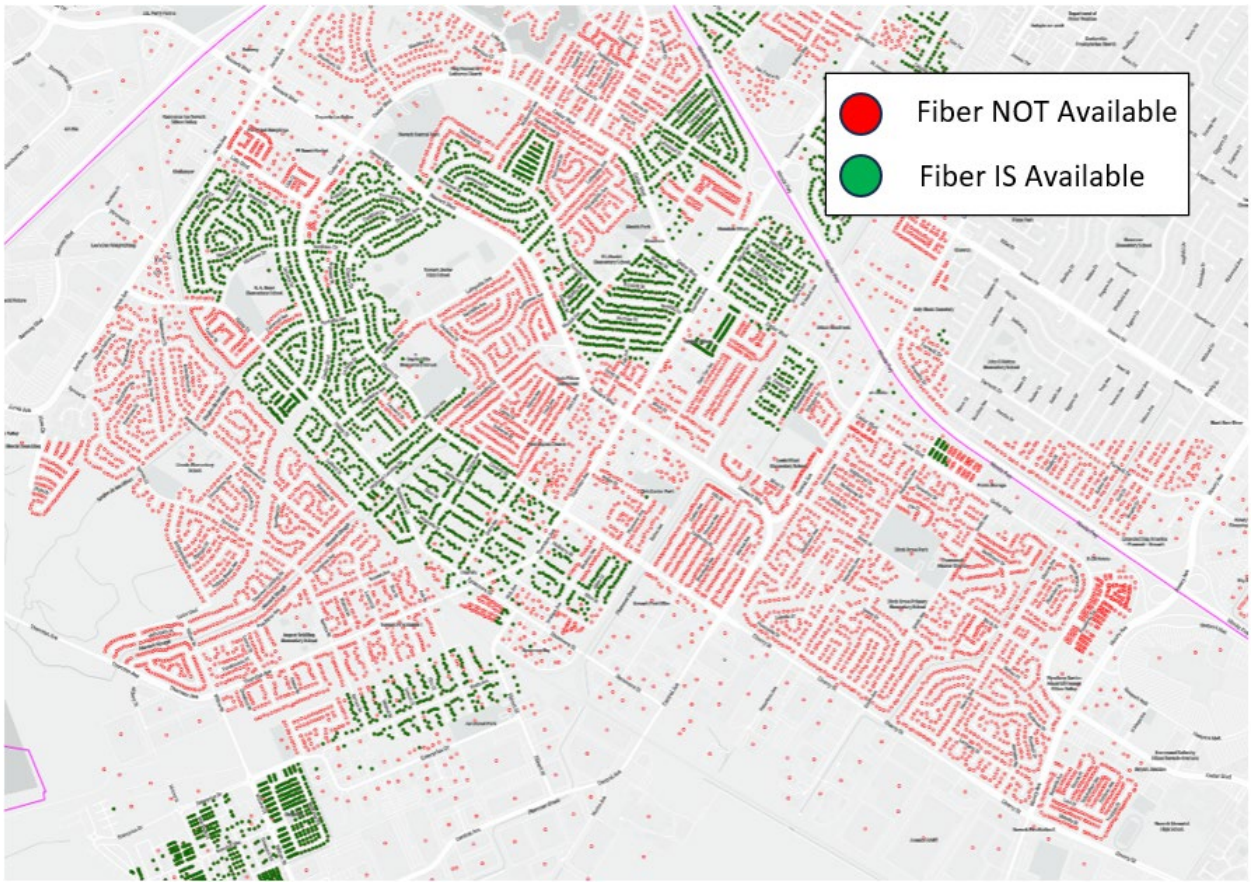


Figure 20 – Fiber service availability

Newark has major gaps in its policies related to fiber and other network infrastructure. These gaps include:

- Dig Once policies and joint-build policies and programs.
- Developer Agreements that include fiber and conduit expansion.

- Siting cell sites and antennas on public assets/property, including a master license agreement
- Assets to leverage an expansion of the fiber network
- Fiber services to a significant portion of the commercial and industrial sectors of the city, as outlined in phase areas 1 – 3, which is detailed further in the report.

Conceptual Design

High-Level Designs (HLDs) represent a conceptual framework featuring routes, potential construction methods and overall project estimated footage, offering a budgetary overview and potential timeframes for project completion.

The City of Newark presents a distinctive scenario, necessitating a tailored approach to HLD development that caters to the diverse needs of its community. With varying levels of internet accessibility among residents, ranging from robust connectivity to the absence of broadband, the HLD must address the connectivity of city facilities, support residents lacking broadband access and contribute to the economic development of Newark.

The HLD is strategically put together, prioritizing the use of the most cost-effective construction methods. Initial considerations involve leveraging existing infrastructure, such as fiber optic cables, conduits, and other pre-existing assets, before implementing new construction. Underground construction, such as boring and plowing, are generally recognized as the most expensive and time-consuming approaches to network development. While the expenses associated with new construction methods can vary significantly, they generally surpass the costs of utilizing existing infrastructure. The chart below illustrates the available construction methods along with estimated costs for each.

Construction Methods	Estimated Cost/Foot	Brief Description
Existing Infrastructure		
Existing city owned fiber optic cable	$4 – $10	Re-splicing, adding splice cases, testing, and documenting existing fiber
Existing city owned empty conduit	$10 – $15	Placing new cable in existing conduit, splicing, splice cases, testing and documenting fiber

Remove and replace city owned Fiber	$25 – $35	Removing working circuits, splicing, adding splice cases, testing, and documenting existing fiber
Upgrade traffic interconnect conduit	$30 – $40	Removing interconnect cables, upgrade handholes and sweeps, pull new cable, splice, test, and document
Aerial Construction		
Over lash aerial cable	$7 – $15	Pole Loading, place new cable on existing strand (over lash), splice, test, and document
New attachment aerial cable	$15 – $25	Pole load, build new attachments, place strand, lash cable, splice, test, and document
New aerial with new poles	$90 – $120	Same as above but must permit and place new telephone poles first.
Underground Construction		
Plowing	$30 – $40	Using a vibratory plow with 4' stinger to place conduit prior to new cable placement
Micro trenching	$20 – $30	Micro trenching uses a thin 1" – 2" by 12" deep to cut a trench into the ground, pavement, or other and place conduit in the trench and seal it with special material to prevent cable from coming out of the trench.
Rock Wheel	$110 – $125	Uses a 6" – 8" blade to cut a trench up to 36" deep through any material including rock, gravel, asphalt, dirt etc.
Boring/Directional Drilling	$95 – $120	Uses rods and a machine to drill a hole under the surface of the earth at any depth needed with minimal disturbance
Open trench	$80 - $100	Using machines like mini excavators, backhoes, shovels to open a trench to place conduit and back fill over conduit

Assumptions used for the City of Newark HLD include:

- The HLD consists of connecting city facilities. By prioritizing the facilities according to usage and cost to construct, the HLD is broken into 3 phases.

- The HLD was updated per Council feedback to add fiber and WiFi connections to four City Parks, improving access to underserved areas within the City.
- All new underground construction will be directional drilling/boring.
- Construction costs are for infrastructure, including cable, splicing, and prevailing wage.
- Construction methods are chosen in order of cost effectiveness, providing a fiscally responsible build.
- Due to all construction and engineering costs increasing by over 30% after COVID-19, the HLD cost assumptions include a 20% contingency.
- City assets will be used to house all major equipment and power needed to build, run, and maintain the network.
- All cabinets, hubs, distribution multiport service terminals (MSTs) and other assets built must be placed in the public right-of-way.
- Routes are based on road access. There may be easements to lessen the footage and will be discovered during the low-level engineering.

Tradeoffs

Construction methods cost very differently, and the inclination would be to use the least expensive methods to save on the up-front capital investment needed. However, all construction methods have positive and negative elements, and the tradeoffs are something that needs to be considered in advance of construction of a network. Below are some examples of tradeoffs when considering different construction methods.

Example 1: New underground construction can be done in a variety of ways, with boring being one of the most expensive. Microtrenching is one of the least expensive methods but has drawbacks that need to be evaluated and mitigated prior to use. Microtrenching is a shallow underground technique that is a viable in neighborhoods where there is little traffic and little exposure to major emergencies, such as water main breaks, that require major excavation in a hurried manner, possibly exposing the shallower fiber to damage and outages. However, in major intersections, heavily travelled roads, water mains, storm drains, side sidewalks and gutters microtrenching present a much higher risk to damage than using directional drilling/boring, which is much deeper at 36” - 48” deep on average.

Example 2: Aerial construction is one of the fastest construction methods to deploy. The positive reasons for building aerial infrastructure include speed to deploy, relatively inexpensive labor costs versus other methods and easily inspectable infrastructure. With the cost of aerial about 1/5th to 1/4th that of new underground (boring), it makes aerial the obvious choice. However, there are negatives involved with aerial construction that must be understood and accepted prior to being used. This includes a vulnerable infrastructure more easily damaged and susceptible to vandalism, as well as yearly pole lease fees, making aerial not as attractive over time. The yearly pole leasing fees add up and can negate any cost savings over a matter of 20 years. It is important to understand the tradeoffs when it comes to construction methods and how those factors can affect the network overtime. Especially the upfront capex costs versus the operational costs.

Example 3: Underground construction has very high initial costs and a myriad of additional operational costs. Anyone doing underground digging must call 811 to avoid hitting utilities that have been buried. All owners of underground infrastructure must respond to these calls and mark where the underground infrastructure is located. These services have costs associated with them, which are usually outsourced to companies specializing in locating underground utilities. In the event of damage to underground infrastructure, this maintenance can be very expensive, with costs estimated to be 5% - 10% of the total network cost annually.

One can see that when viewed as a process and not simply a construction method, but rather using operating costs, vulnerabilities and other concerns, choosing a infrastructure can be a far more complicated process than initial cost alone.

Phasing

Most city-wide networks are broken into smaller phased areas that are meant to speed up deployment, bring in revenue prior to the entire network being built and to provide milestones to gauge budget, timing, and overall success of the project.

An additional benefit to the city in replacing current broadband services is reducing the reliance on very high-cost internet services and connections.

Phase	Construction Type	Est Footage	Miles	Percentage
Phase 1	Aerial	8,239	1.56	46%
	New Underground	9,599	1.82	54%
Phase 1 Total		**17,839**	**3.38**	
Phase 2	Aerial	3,203	0.61	64%
	New Underground	1,788	0..34	36%
Phase 2 Total		**4,991**	**0.95**	
Phase 3	Aerial	4,986	0.94	74%
	New Underground	1,717	0.33	26%
Phase 3 Total		**6,703**	**1.270**	
Grand Total		**29,532**	**5.59**	
20% Contingency		**35,438**	**6.71**	

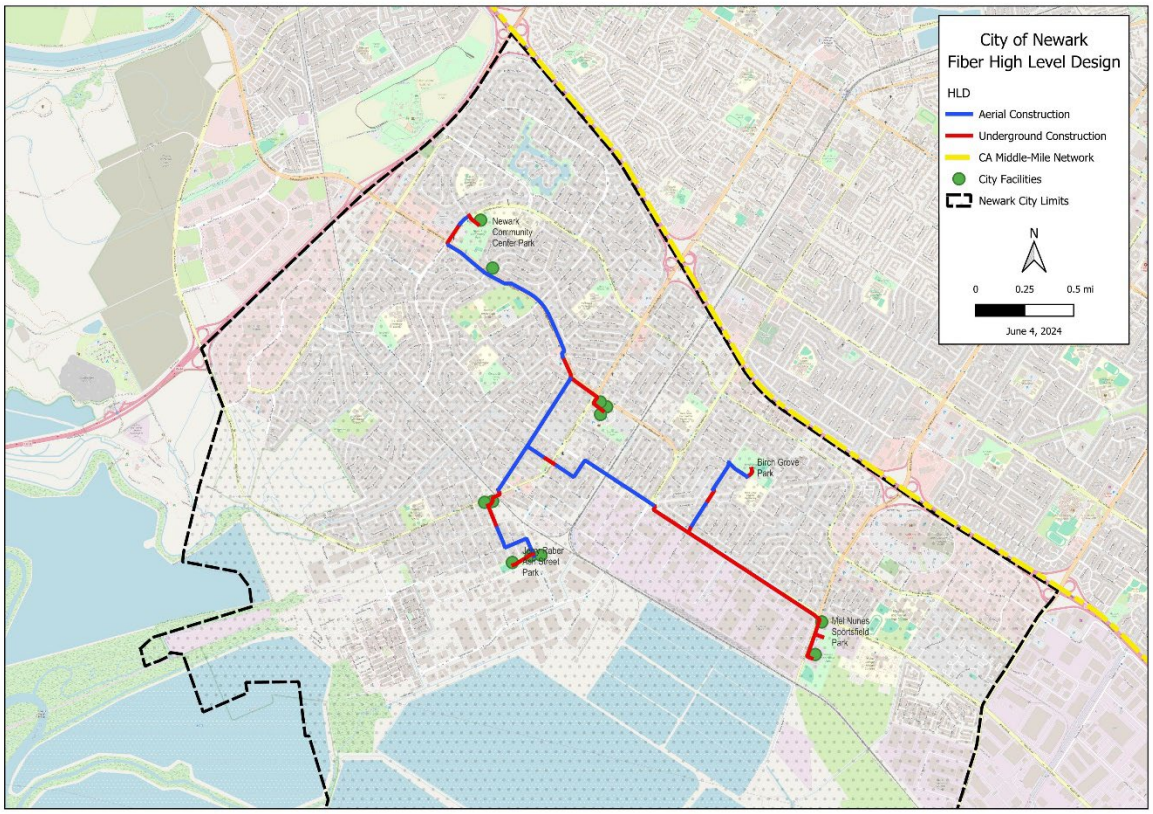


Figure 21 – HLD by Construction Type

Phase 1

During the needs assessment, it was made clear that the Sillman Center is a major recreational hub for the residents, students and visitors and the facility offers many amenities that benefit those in the area. This phase contains much of the new underground construction, due to the lack of poles and other aerial infrastructure along Cherry Street. This phase connects the Silliman Center and Fire Station 27. As shown in the table below, the construction cost for phase 1 is estimated at $1.406 million, making it the most expensive phase. It is the recommendation to connect Mel Nunes Sportsfield and Birch Grove parks during this phase.

Phase 2

Phase 2 builds off phase 1, requiring at least some of that phase to be complete before it can be initiated. The footage in this phase is far less, but is just as important, as it connects areas of great importance for the City of Newark. In this phase, the following will be connected: Fire Station 28, Center for the Elderly and Public Works Corps Yard. This phase has an approximate value of $303,545 according to the sample table below. It is recommended to connect Jerry Raber Ash Street Park during this phase.

Phase 3

Phase 3 connects the remaining two city facilities, Fire Station 29 and Community/Childcare Center by adding infrastructure to phases 1 and 2. The cost of this phase is estimated at $339,233. It is recommended to connect Newark Community Center Park during this phase.

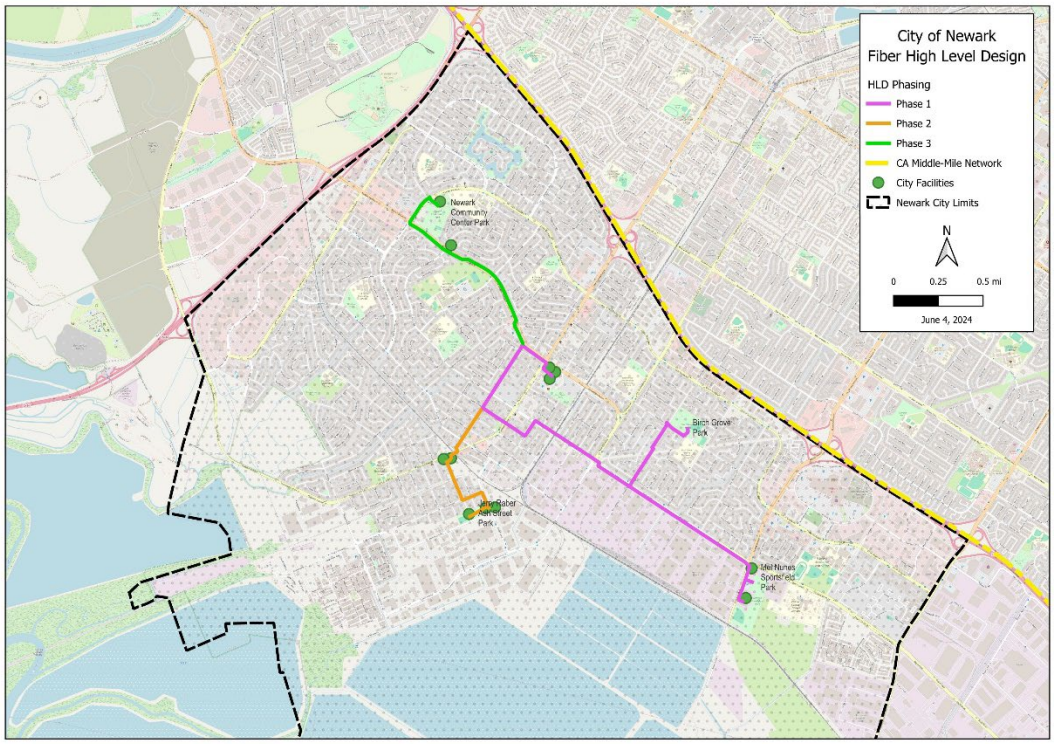


Figure 22: HLD Map by Phase

HLD Footages, WiFi and Budget

During the April 25th 2024 council meeting, where the Broadband/Smart City draft was presented, Council expressed a desire to provide wireless connectivity for its community. Based on analysis of surveys including identifying areas that are highly populated community gathering areas, this report was updated to include fiber and WiFi to Mel Nunes, Birch Grove, Jerry Raber and Newark Community parks.

The following table outlines the projected construction types, along with their estimated footage and costs. The cost per foot includes prevailing wage, engineering, cable, and splicing. It does not include any new equipment. As previously noted in the report, the costs significantly surged in the last year, attributed to post-COVID inflationary trends. These pricing figures were gathered through discussions with utility contractors in the local area, who acknowledge the ongoing upward trajectory of construction-related inflation. However, they anticipate this phenomenon to stabilize soon. It is crucial to

emphasize that given the volatile nature of construction costs, the estimates provided below will remain valid for a limited duration.

Phase	Construction Type	Est $/FT	Segment Total
Phase 1	Aerial	$25.00	$205,977.50
	New Underground	$125.00	$1,199,925.00
	WiFi		$57,929.38
Phase 1 Total			**$1,463,831.88**
Phase 2	Aerial	$25.00	$80,070.00
	New Underground	$125.00	$223,475.00
	WiFi		$36,558.53
Phase 2 Total			**$340,103.53**
Phase 3	Aerial	$25.00	$124,657.50
	New Underground	$125.00	$214,575.00
	WiFi		$36,558.53
Phase 3 Total			**$375,791.03**
Grand Total			**$2,179,726.44**
13.6% Contigency			**$2,476,169.24**

Cost of Services by Phase

The table above shows the cost of construction for the 3 phases, while the table below shows the current cost of service the city pays for, listed by location. As the phases are built the operational cost for each location that will be served by the new network should be noted as savings and treated as a return on investment of the new construction and overtime, will further justify completing the network.

Build Phase	Facility	Service Address	Monthly Totals	Grand Total with Taxes and Surcharges	Annual
Phase 1	SILLIMAN CENTER	6800 MOWRY AVE	$1,102.66	$1,364.46	$16,373.52
Phase 1	FIRE STATION #27	39039 CHERRY	$494.39	$623.46	$7,481.52
Phase 1	LIBRARY	37055 NEWARK BLVD	$114.12	$142.01	$1,704.12
Phase 1	POLICE GROUND FLOOR	37077 NEWARK BLVD	$2,341.00	$2,926.00	$35,112.00
Phase 1	COUNCIL CHAM	37101 NEWARK BLVD	$59.52	$74.40	$892.80
			Total Cost	**$5,130.33**	**$61,563.96**
Phase 2	SENIOR CENTER	7401 ENTERPRISE DR	$171.79	$217.50	$2,610.00
Phase 2	SERVICE CENTER/CORP YARD	37440 FILBERT	$752.24	$923.11	$11,077.32
Phase 2	ALT EOCFIRE STATION 28	7550 THORNTON AV	$853.24	$1,025.07	$12,300.84

Phase 2	OLD FIRE STATION 1	7700 THORNTON AVE	$38.04	$45.90	$550.80
Phase 2	WATKINS HALL	37103 ASH	$38.04	$45.90	$550.80
			Total Cost	**$2,257.48**	**$27,089.76**
Phase 3	COMMUNITY CTR/CHILD CARE	35501 CEDAR BL	$769.03	$1,003.03	$12,036.36
Phase 3	FIRE STATION 29	35775 RUSCHIN DR	$624.32	$744.39	$8,932.68
Phase 3	37365 ASH	37365 ASH	$38.04	$45.90	$550.80
			Total Cost	**$1,793.32**	**$21,519.84**

Business Model and Funding

There are a range of business models for local governments to impact broadband development, from passive, policy-only models to fully active, full-service models. To follow best practices, it makes sense to develop policies to encourage local, non-profit broadband service providers. This would involve establishing expedited, non-discriminatory access to local Public Right of Way (PROW) and standards for constructing and developing network assets that use the PROW. Beyond that, the city could establish procurement preferences for services from such providers and a special class for them within a wireless facilities master license agreement.

To determine the proper business model for a municipal network, local governments need to understand the various factors and how they interplay with each other.

The different business models shown in the table below compare the various levels of investment and amount of municipal control. The City of Newark has different options from doing nothing, letting the incumbent providers handle broadband all the way to becoming a municipal ISP and provide services to the community. Rarely is extremely a viable option with the key factors leading to a business model somewhere in the middle.

Business Models

Internal expansion

Any business model beyond leasing a limited amount of dark fiber will require dedicated staff. Dark Fiber is unused fiber that can be leased and is maintained by the lessee, reducing impact to staff and city resources. The program or division would need a broadband manager with a strong understanding of facilities leasing and maintenance. The broadband manager would be responsible for the overall organizational performance, focused on finances and governance.

If the city is actively promoting use of the network, it will also need a sales and marketing specialist to identify and manage leases. The sales and marketing manager may also work with wholesale customers to promote internet services to the community. An infrastructure specialist will also be needed to follow through with the policies put in place, dig once, also to track placement, ownership, and maintenance of the infrastructure. Finally, the program or division will need a fiber management system (FMS) and should have a maintenance fund to cover repair costs. Major maintenance or repair tasks—anything requiring excavation—would need to be contracted out. Additional positions may also be needed, depending on the scope and scale of the project.

If the city were to move forward with any of the above, it would require substantial overhead and operating costs, as well as a much larger capital investment in infrastructure and equipment. Payroll can account for 90% or more of ongoing costs. Equipment licenses, maintenance, refresh, and upgrades create high periodic costs and ongoing reoccurring costs. Limiting operations to a backbone network will greatly reduce both up-front and on-going costs and set the stage for private investment.

Public Private Partnership (P3)

P3 agreements are a common business model in the modern municipal network for the construction, operation, and maintenance of city-owned infrastructure. These agreements are so popular because they can entail any of the following business models by working with private ISPs and creating an agreement that the city can support. All cities have varying amounts of assets, capital, and staff to support municipal networks. Some cities have a sufficient staff to run and monitor a network, some cities contract the majority of the operations to private companies or individuals and have little staff that can help with the

running of a network, while other cities have substantial infrastructure that can be leveraged in a P3 to ultimately generate revenue through these agreements. It is important to understand the level of commitment from both parties when considering the following:

- Who will pay for the network construction?
- What funds will both parties be required to put into the agreement?
- What are the roles and responsibilities of either party?
- Who will determine the ownership and control of any future network expansion?
- What is the revenue model that will allow both parties to benefit from an agreement?

Public policy only

Public policies are a vital part of the modern city broadband network, whether it be city or privately owned. Policies that may have a substantial impact on the broadband networks include Dig Once policies and developer agreements. Dig once policies put in place a mechanism for the city to add infrastructure while other companies and agencies are doing work in the right-of-way allowing the city to add infrastructure as part of these other projects. Developer agreements are important because they allow the city to require infrastructure to be added to the development of large plots. Other policies that should be created and implemented are those streamlining the permitting process to encourage local ISP investment in broadband throughout the city. A major deterrent for private company broadband construction in municipalities is if the permitting process and restoration requirements impact the return on investment (ROI) that drives all private company investments. This is not a real “business” model but does have an impact on the local broadband market and regardless of the business model used, policies must be evaluated and updated or implemented.

Infrastructure provider

In this business model, the municipality builds infrastructure and leases that infrastructure out to other agencies with the goal of generating enough revenue to, at a minimum, pay for the cost and maintenance of the infrastructure. Private companies work off profits and ROI models that require lower cost construction and enough subscribers to offset these costs. There are areas in every city that have a low ROI and private companies simply will not build in these areas and skip to higher profit areas. Cities can build infrastructure that the private sector can use, lowering the costs of construction and increasing the ROI. The infrastructure can be conduit only, fiber or wireless towers.

Public services provider

Cities connecting publicly owned assets, public organizations, county, nonprofit organizations, schools, libraries and/or other non-private locations are considered public services providers. These organizations are usually limited to anchor institutions, critical organizations, public safety organizations, utilities, and healthcare. A government owned network can provide a better quality of service at lower costs.

Open access provider

Open access networks are those networks that do not offer exclusive access to any one entity. This philosophy is geared towards increasing competition and potentially increasing revenue by not limiting access to only one lessee.

Lit services are when the provider supplies the equipment, fiber and anything needed to support a certain level of service. Simply put, if the customer wants 100 Mbps service, that is what the city would need to provide. The customer pays for the level of service they want and the cost increases with the increase in speed.

Conversely, if the customer wants to provide their own equipment, the city will only provide the fiber from end to end and the customer is responsible for the equipment and speeds they are wanting. The city only maintains the fiber and does not have any involvement with the equipment. These circuits are known as "dark" circuits and the bandwidth used is not controlled by the city. Although the equipment is not provided by the city, the circuits are remarkably close in cost.

Municipal services provider (ISP)

Municipalities that provide end user services to residential and business customers are considered retail service providers. Most commonly, local governments offer triple-play services consisting of phone, television, and Internet services, essentially becoming an equal competitor to incumbent cable and broadband providers. As a retail provider, the organization is responsible for a significant number of operational functions, including management of retail services, network operations, billing, provisioning, network construction, and general management.

For a municipal services approach, the following would need to be taken into consideration:

Capital Expenses

- Develop the cost model for the network, including one-time and ongoing capital expenditures to build the network. This will include an assessment of current facility locations, city-owned land and the city right-of-way for construction and the need to purchase any land or equipment.
- Provide a phased deployment approach, including prioritization and costs for each phase.

Operating Expenses

- Develop the cost model for operations, including operations and maintenance, network operations, field services, staffing, billing, and customer service.

Revenue Potential

- From the market analysis and outreach, determine the customer segmentation and growth on the network, across each type of customer (business, school, hospital, etc.).
- Determine customer growth rates for the network, based on benchmarking analysis from other utility and municipal providers.
- Determine a proposed competitive rate schedule for potential services, using pricing information from the market analysis and benchmarking information.

Financial Viability

- Develop financial statements including:
    - Operating income and cash flow
    - Net present value analysis
    - Projected revenues and benefits
    - Uses and sources of funds
    - Operational expenses
    - Depreciation schedule
    - Debt service analysis
    - Key assumptions
- Conduct comprehensive financial analysis on the project to determine overall financial sustainability using key metrics such as free cash flow, debt service coverage, operating margin, and net income.

Grants and Other Funding Sources

The City of Newark is an affluent community and therefore is not competitive for most federal and state grants that support expanding broadband to unserved and underserved communities. The city should monitor and apply for

transportation and Smart City related grants which can be coupled with expanding fiber optic installation to expand broadband in the community.

The city has been prudent in the development of a CIP for conduit infrastructure tied to street projects. This supports expansion of broadband in the community and supports regional efforts related to broadband. In addition to the CIP, the city should evaluate the addition of technology fees, which can facilitate building out broadband quicker, supporting the community and economic development.

The City has existing American Rescue Plan Act (ARPA) and Public, Education and Government (PEG) funds that can be used to begin the installation of broadband infrastructure within the constraints of the funding sources and if not already allocated to other city projects. Due to the city's lack of competitiveness for current broadband grants, the city is left with limited options outside the above sources. Other options include bonds, debt, or direct revenue (fees & taxes).

Recommendations

The city needs to create a platform to attract investment and innovation. The following recommendations support the city in this effort.

Form or designate a broadband advisory committee.

Without accountability and designated resources, master plans can fall by the wayside. It is important that there is a level of accountability. The city should evaluate a committee of city staff that have the level of authority and interest to ensure broadband progresses in the community. A point person with interest in the project should be appointed as the lead to this team.

Investigate a Public Private Partnership (P3).

Private companies have the experience and expertise to engineer, build out and maintain a city network. Through partnerships, allowing the partner to use the infrastructure constructed for the city network, costs can be greatly reduced and help alleviate the operational expenses of owning a network. The city staff should maintain the equipment, routers and services, and the partner should maintain the physical layer of cables and splicing. A partnership should be leveraged to add competition and reduce the need for the city to build a fiber-to-the-premises, FTTP, network. A P3 partnership would meet one of the city's goals to offer internet to the public at reduced costs with improved reliability.

Create policies and workflows.

Create workflows and city policies that aid in the further development of broadband infrastructure through Dig Once policies, updated construction standards, developer agreements and requirements, including infrastructure with capital improvement projects and other policies. These policies should be applied to both the public and private sectors doing work in the public right-of-way (ROW).

Permitting and restoration requirements prove to be difficult for developers and private ISPs looking to build in the ROW. Permits can take too long to approve, but through policies and updated requirements, the city can alleviate some of this by ensuring the permitting process is streamlined.

SB 378 passed into law in 2022 and requires municipalities to allow microtrenching for the purpose of placing fiber optic cables, in certain circumstances. The city should consider creating a standard to address when microtrenching is going to be used, including policies in place for dealing with microtrenching during emergency digging in the ROW.

The city should also consider creating a digital inclusion policy that will further digital inclusion and help bring digital equity to Newark in support of digital inclusion efforts recommended below.

Create a Technology Enterprise Fund.

Dedicating all revenues generated from telecommunication carriers or ISPs through leases of city poles, ROW access, cell towers and/or land for placement of towers and other public assets to a Technology Enterprise Fund will ensure the city has a financing source for the purchase, installation and/or construction of new broadband assets and Smart City applications, particularly to take advantage of opportunities outside of the annual budget process, such as coordinated joint trenching. These funds would also be used for digital inclusion efforts.

Newark should consider investments that provide modern, reliable broadband infrastructure and programs that would offer free or low-cost services to qualified residents, the school district, and the library.

The city should also use the fund to support innovative Smart City/Connected Community programs that improve efficiencies while enhancing services for the community. This includes infrastructure investments that deliver real-time environmental, public safety and transportation information to stakeholders,

such as streetlight sensors for noise, air quality, on-street parking availability, traffic congestion and evacuation routes. “Push” notifications can be employed to relay important messages; retail location intelligence can improve economic development by offering analytic information on foot traffic in the surrounding business areas.

Incrementally build city-owned broadband infrastructure.

The city should adopt the HLD and implement policies that include broadband in all projects. If there is an opportunity to add this infrastructure as part of other projects, the city can incrementally build infrastructure as needed over time to reduce costs. Keeping the future in mind, the broadband committee should be included in the planning process with broadband being considered a utility like power, water and sewer.

Evaluate the use of Public, Education and Government (PEG) funds where applicable to enhance services with broadband.

The City has a need in the Emergency Operations Center (EOC) for multiple video and audio feeds for its Joint Information Center (JIC) to broadcast and monitor live reports of events.

The City also has the need for remote location broadcasting of events i.e. festivals and city events, which broadband would support.

The use of PEG funds is a potential source of funding to assist with these needs.

Support digital inclusion.

Digital divide is the problem and digital inclusion are the steps and activities to help fix the problem, with digital equity as the goal.

Digital divide is the gap between those who have adequate broadband and ability to use it and those who do not. It is easy to define the problem, however, less so to define the underlying causes such as affordability, physical access, owning devices that can access the internet, and even knowing how to use the internet effectively.

No two cities have the same issues that need to be solved, but there are some causes of the digital divide that exist, to some extent, in every town, city, county and state. One of those causes is the affordability of internet access. In addition to the local ISP affordability information provided on their websites, the city should promote the Federal Affordable Connectivity Program (ACP),

which is an FCC-funded subsidy that helps ensure households can afford the broadband they need for work, school, healthcare and more. Details can be found at https://www.fcc.gov/acp. The survey resulted in showing the city has a low take rate for the ACP program. Education regarding this important tool to assist those in need is prudent.

The library in Newark has many resources to be leveraged in digital inclusion efforts including computers, iPads, and other devices the community can benefit from. The city should promote the library and its resources to the community. The library has study rooms that can be used to hold educational classes on how to use the internet. The aged population tends to learn technology more slowly and can use help with how to access telehealth, doctor appointments, online bill pay, and many other activities required to exist in the increasingly online lifestyle of the world.

Another aspect of digital inclusion is to ensure the affordability of the devices that allow users to connect to the internet. Cities have surplus equipment, desks, computers, and laptops, among other things, which could be donated to senior centers, schools, economic development centers or any other group that helps lessen the digital divide. Senior centers are in particular need, with most residents being on fixed incomes with no way to purchase devices.

Next Steps

Outlined below is a summary of the next steps the city should take to improve and expand broadband.

1. Create a staff committee to advise, keep abreast of and hold accountability for broadband.
    a. Define roles and responsibilities.
    b. Keep the committee small and nimble, including representatives from key departments such as Public Works, Information Technology, Police Department, Community Development and a representative from the City Manager's Office.
2. In addition to the committee, assign or hire a person or consultant to be the City's point person leading the broadband efforts lined out in the study.

3. Pursue a public private partnership, create an RFP to find partnerships with a local ISP.
    a. Find a partner that can engineer and construct HLD phases 1 – 3 as appropriate and as budget allows including the addition of WiFi in the four city parks identified (Newark Community, Jerry Raber, Birch Grove and Mel Nunes).
    b. Create a partnership that will accomplish the goals of the broadband plan in providing underserved businesses with reliable service.
4. Review city policies to update as needed.
    a. Dig Once policy.
    b. Developer agreements.
    c. Create workflows and policy to ensure broadband is a consideration on all city capital improvement projects, permitted work in the ROW, and planning efforts.
    d. Review needs for wireless telecommunication facilities ordinance.
5. Create a broadband enterprise fund to support broadband efforts, construction, and partnerships.
    a. Assign a portion of PEG fees to a broadband fund where applicable.
    b. Assign a portion franchise fees to a broadband fund.
    c. Create a financing strategy that separately tracks revenues and expenditures for this fund.
    d. Create a funding policy that established a reserve as well as strives to ensure that revenues match expenditures without being a burden to the city's General Fund.
6. Incrementally build city-owned broadband infrastructure with a P3 if this model is selected.
7. Evaluate the community's needs for Wi-Fi for locations such as the Silliman Center, the Senior Cener, low-income neighborhoods, Restaurant Row, the Old Town area and City parks.
8. Monitor grants such as BEAD and CASF including funding for education and accessibility. Traffic grants are also a great source of funding for expanding a fiber network
9. Think regionally – the City should consider working with other local governments in the region to reduce costs and take advantage of economies of scale while improving services. This includes the county, schools, Ohlone College and other neighboring cities like Fremont and Union City that are pursuing expanding broadband as well.
10. Create a digital inclusion policy and program including the following:

   a. Promote the Affordable Connectivity Program or other programs that provide similar services.
   b. Use library resources to educate individuals.
   c. Standards for donating surplus equipment.

11. Promote digital inclusion efforts for the residents of the city.
   a. Promote the Affordable Connectivity Program. Newark has residents that have a challenging time affording internet access.
12. Instead of auctioning off extra and surplus equipment, donate to local groups and individuals that would benefit.
   a. Senior Centers
   b. Youth Centers
   c. Economic Development Groups
   d. Small Business Associations
   e. Under privileged households
   f. Schools
   g. Etc.

Connected Communities

Connected Communities AKA “Smart City” have different meanings city to city, and the definition has evolved over time. Initially, the focus was on infrastructure projects and centrally controlled systems with reporting and analytics. These investments provided very little value for the communities they served. Now, Connected Community initiatives focus on the use of technology and data to increase collaboration, drive decisions, and improve the community’s livability, workability and sustainability.

A Connected Community Program improves internal alignment to become an efficient, collaborative, and transparent city that is continuously improving cross-departmental coordination and data-sharing, refining operational approaches and priorities through a participatory governance process and active resident engagement.

Connected Communities help keep community members feeling inclusive, safe, and informed through continuous innovation with modern technologies improving response time and situational awareness.

Newark’s Connected Community/Smart City leveraged broadband as a foundation to build equity through creative ways of providing the necessary connectivity to support unserved and underserved neighborhoods.

Newark’s Connected Community/ Smart City plan should be coupled with the City’s broadband master plan to establish a collaborative ecosystem to bring together residents, businesses, industry, government, non-profits and other stakeholders to ideate and implement solutions that maximize “Livability” for residents, “Workability” in the City and “Sustainability” for all as overarching value propositions.

With the implementation of a Connected Community strategy and plan, operational efficiency will be improved and likewise become the backbone for delivering “Newark Community Connect," enabling the city to rethink and innovate how the city functions and delivers its services.

Government Technology Group (GTG) would use the following as a framework for helping Newark achieve its goals of digital transformation. This process aids transparency, programs, and budget alignment, coordinating across organizations to realize functional requirements

Vision

The vision establishes the foundation, by which the actual transformation is executed against. This vision should directly align with city initiatives and the

foundational principles of operational efficiency and improved service delivery.

Transformation

Transformation is the execution of the vision by way of specific projects aimed at delivering the desired outcomes. This is not so much technology centric, rather people and process oriented, leaning on technology to realize the objectives.

Outcomes

The outcomes reflect the improvements to the overall process of city operations and service delivery. They represent a new way for the city to measure performance, engage residents and build on a foundation of continuous improvement.

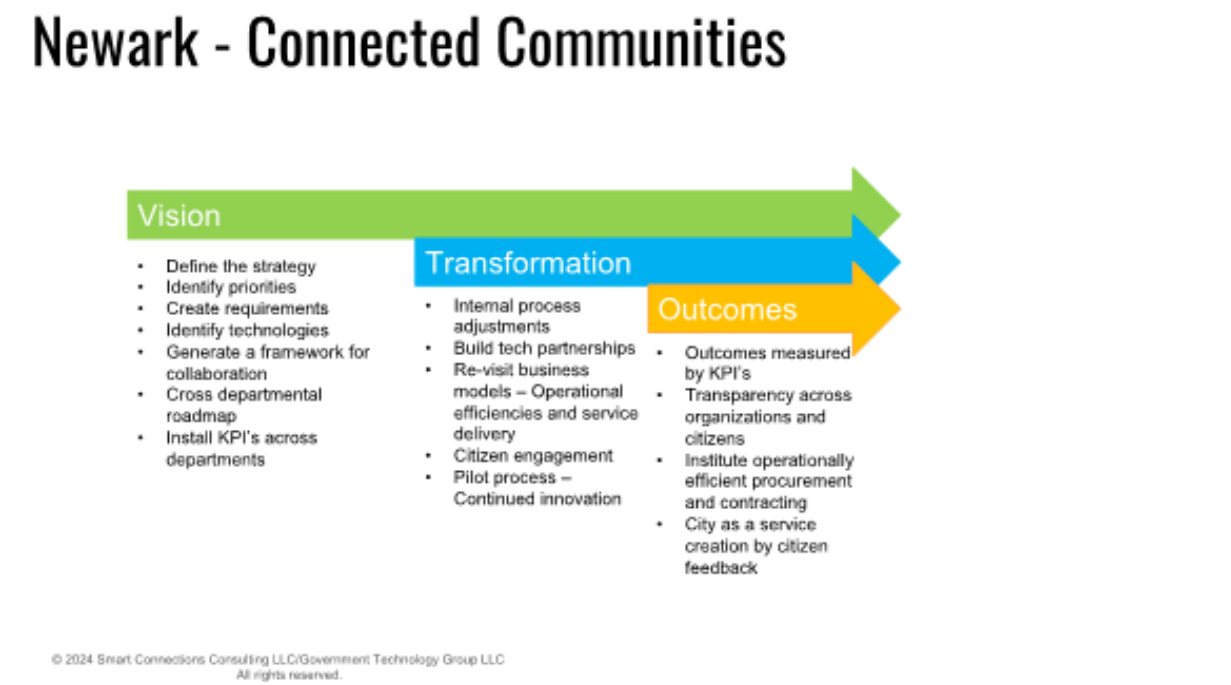


Figure 23 – Connected Communities in Newark

Case Study Examples

The cases below demonstrate Connected Community/Smart City use cases that we have participated in with the respective cities.

East Palo Alto – Digital Equity

During the pandemic the County of San Mateo took action to make sure that its infrastructure assets were utilized to deliver connectivity services to its underserved communities, East Palo Alto was the ideal community.

We leveraged the county's fiber as the backbone and solved the middle mile with CBRS (Citizens Broadband Radio Service) and deployed several WAPs (Wireless AP's) for the public Wi-Fi in various parks and city buildings. The Wi-Fi was used to connect the homes so that there was support for distance learning and remote work. The program was an absolute success and improved the county's DDI (Digital Divide Index) number.

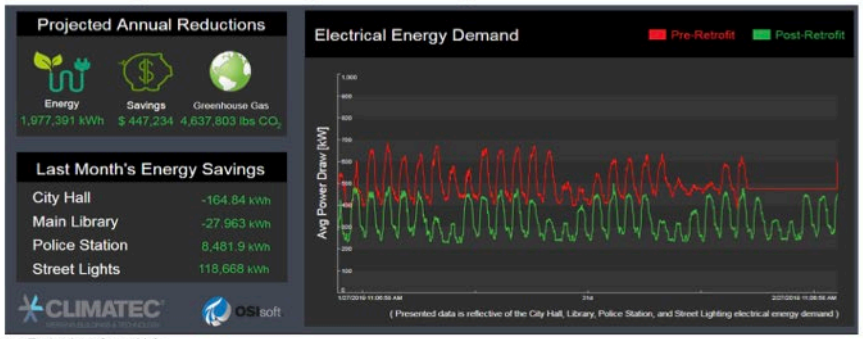
San Leandro – Connected Lighting

The City of San Leandro initiated an LED relamping program and decided to connect the streetlights via a Low Power Wide Area Network (LPWAN) for the purpose of energy conservation.

Energy Conservation Initiative

- Network = 6LowPan
- Controls with mobile alerts
- Energy savings through LED conversion

San Leandro Smart Streetlights and Energy Monitoring



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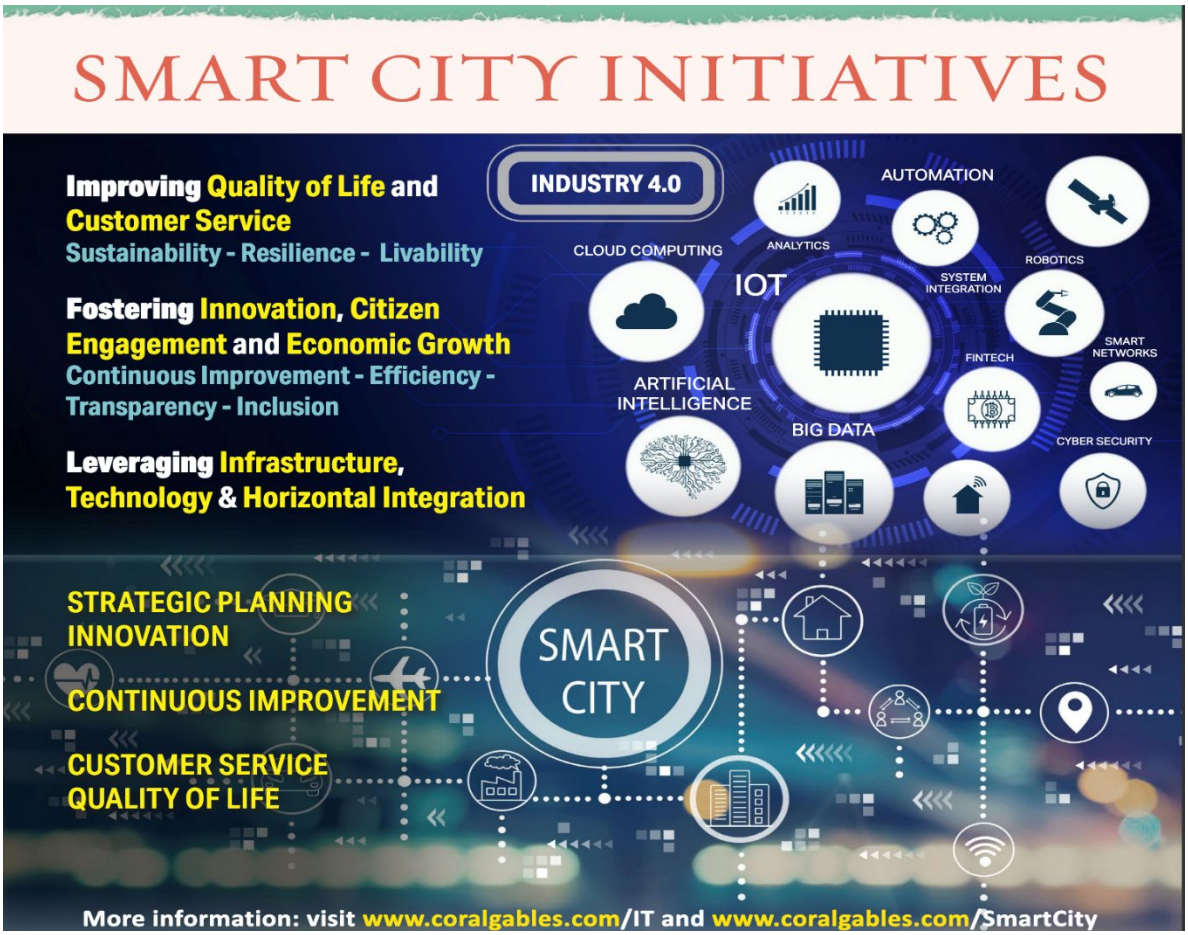
Lessons learned:

While the energy savings was successful, there were plans to leverage the lighting network for additional applications e.g. environmental monitoring, people counting, etc. The challenge was that the protocol for the wireless network was not broadly adopted, making it very difficult to integrate additional sensors for new applications. As a lesson learned, it is important to:

1. Ensure that the technical choice supports the strategic plan.
2. Understand the standards and protocols that are supported.
3. Leverage your infrastructure for more than a single use whenever possible.

Coral Gables – Connected Communities/Smart City Platform

The City of Coral Gables Florida set out over 10+ years ago to create a Connected Community that embraced services and transparency while improving city operations. This was under the leadership of Raimundo Rodulfo – CIO.



Coral Gables demonstrates the focus and effort it takes to deliver on the vision of "Connected Community/Smart City" by:

1. Establishing and revisiting their strategic plan.
2. Establishing the foundation of systems interoperability for improved service delivery.
3. Focus on innovation and open standards.
4. Clear KPI's that are communicated to the community.

Palo Alto – Digital Twin for Traffic Monitoring Case Study

Working directly with the Palo Alto CIO and the chief traffic engineer, the program was executed over the course of 18 months and has garnered significant visibility from an innovation perspective. The objective was to set the foundation for traffic modernization using existing data to build a real time digital twin as insight to aid in improving traffic flow and give priority to cyclists and pedestrians at crosswalks.

Palo Alto - Traffic Baseline Deliverable

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Leveraging the Trafficware Management System data provided in partnership by the city, we were able to deliver a baseline of the current traffic conditions to inform decisions on where to introduce “Adaptive Traffic Signaling,” as well as preparing for vision zero initiatives. The user interface allows for real time insight into traffic flow, congestion, and pedestrians at crosswalks.

The second part of the project was to deliver the ability to visualize the traffic data for the purpose of preemptive signaling, which was successfully demonstrated.

The outcome was successful and there were several additional use cases documented to leverage the traffic data combined with other city data - e.g. environmental monitors coupled with traffic flow data show the CO_2 emissions based on traffic flow.

Newark Strategic Horizon Chart

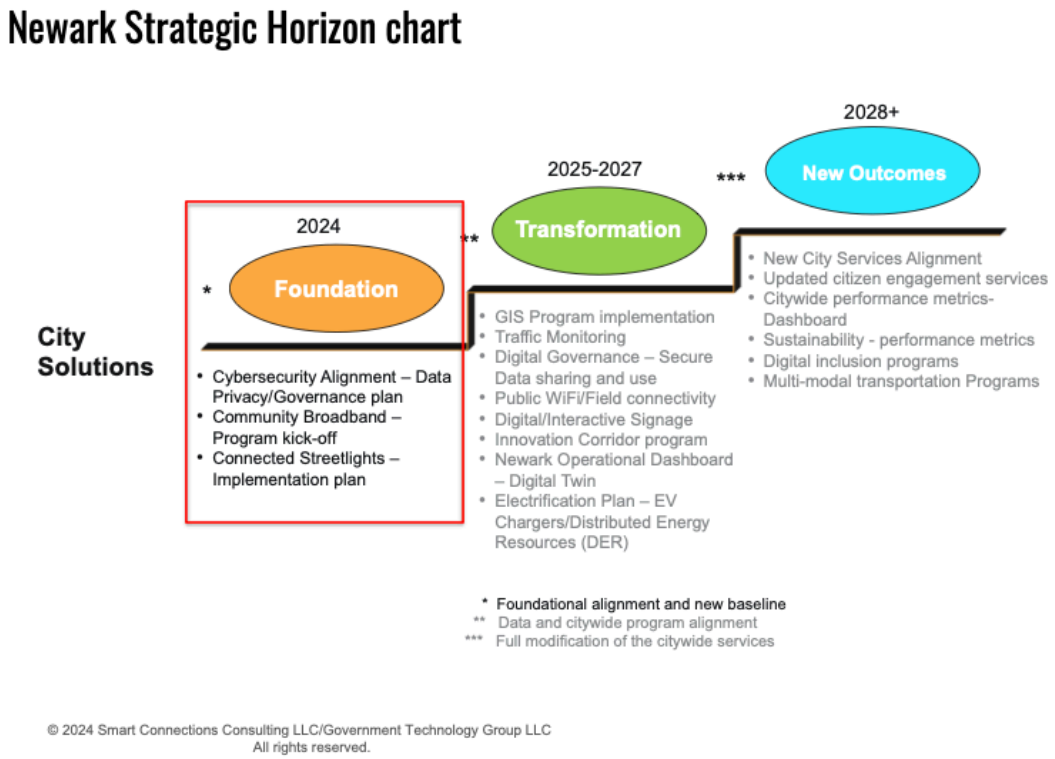


Figure 24 – Newark Strategic Horizon chart

The strategic horizon chart is a living reference tool that aligns programs and projects to the city vision for Connected Communities/Smart City. It is meant to be updated as priorities and initiatives change over time.

Top Areas of Opportunity

The following list highlights areas of opportunity for Newark to establish project initiatives that deliver value to the city and residents alike.

1. Connected street lighting
    a. Improves energy efficiency.
    b. Improves community safety.
    c. Reduces carbon footprint.

   d. Extends additional Connected Community applications e.g. Public Wi-Fi, Air quality sensors etc.
2. Community broadband
   a. Promotes Digital Equity and ensures reliable and affordable internet access for all community members irrespective of income or location.
   b. Enhances education and lifelong learning.
   c. Boosts economic development and innovation.
   d. Improves public service and citizen engagement.
3. Traffic monitoring
   a. Reduces traffic congestion and improves commutes.
   b. Enhances public safety and emergency response.
   c. Benefits environment and sustainability.
   d. Prepares for autonomous vehicles.
4. Cybersecurity, privacy, and data governance
   a. Improves the city's security posture.
   b. Improves transparency for the community.
   c. Prepares the city for use of the extended datasets generated by the solutions.

With a robust broadband strategy, the above listed solutions deliver a solid foundation for continued innovation for Newark's Connected Community.

Other Smart City/Connected Communities Recommendations

Newark has several areas that align to the strategy initiatives of Livability, Workability, and Sustainability. These domains are very common amongst the majority of cities.

Livability

- **Environmental Monitoring** – The benefits here are aligned to the city delivering information to the residents about the conditions in the surrounding areas. Is it advised to hike, ride bikes? Is the temperature combined with CO2 emissions safe? What is the particulate count?
- **Digital Signage/Kiosk** – The benefits here serve the residents and visitors as they will be able to walk and engage the signage for information. Likewise, it can be used to engage residents and allow them to initiate permits and other city forms without going inside city hall.

- **Security Monitoring** – The benefits here are aligned with residents feeling safe. It is likewise aligned with workability when the police department is looking for forensic information related to criminal activity.
- **Multi-Modal Transportation** – This benefits the city residents in a variety of ways.
  - Getting to public transportation hubs will improve the experience for all.
  - Establishing e-mobility programs for the elderly.
  - Could get residents out of their car and into public transportation which would have an impact on sustainability.

Workability

- **Wireless connectivity** – The benefits of the city considering ancillary wireless connectivity in conjunction with its fiber deployment covers workability as well as livability.
  - First responders will have reliable connections within a variety of areas in the city. This leans toward considering PLTE (Private LTE) for some areas of the city.
  - Benefits the residents when looking at large numbers of digital signs or additionally tap to pay EV Chargers, etc.
  - Field workers will have the ability to relay GIS information whenever there are changes needed.
  - Recreation centers will experience a much higher level of reliability as well as improved services.
- **GIS program** – This will benefit the city across the board. Operational efficiency when field visits are made in terms of understanding and clearly knowing where the assets, wireless AP's, etc. are located.
- **Digital Twin** – Digital Twins are very useful when the data is available. The benefits tie themselves to providing insight into a variety of areas and visualizing them in a single dashboard that is updating in real time.
  - Improvement in traffic monitoring – Leads to adaptive traffic monitoring.
  - Improvement in emergency response – Leads to managing routes to specific locations. Also, unifies the various data streams into a single view shared amongst the teams.
  - Can become the "Single Pane of Glass" used by most city workers.
- **Security foundation** – When extending Connected Community services to operational technology, the city should evaluate its security strategy and

processes to reduce risk to the city from potential cyber security incidents.

- **Automated redundant internet** – As innovation occurs and the city relies more heavily on the Internet to support its Connected Community program, it should evaluate automated redundant internet access if the new enhancements are deemed critical to the business needs of the city.

Sustainability

- **Buildings** – With Newark's sustainability targets, buildings (both old and new) should be under consideration. Note that Newark is already in a good place with the city hall and police departments already equipped with building automation to support HVAC and building services.
  - Energy efficient windows for all construction.
  - Solar and other distributed energy resources to reduce emissions.
  - Connectivity within building that monitors and manages lighting, HVAC, and energy.
- **EV charging** - This provides even greater value when attached to other sustainable initiatives, renewables, and other energy efficient programs.

GTG is well prepared to help Newark execute a plan for solution delivery.

With a robust broadband strategy, the above listed solutions deliver a solid foundation for continued innovation for Newark's Connected Community.

Acknowledgements

We would like to acknowledge with much appreciation the crucial role of city staff and regional stakeholders from Newark. City staff provided valuable feedback on a regular basis during the project in addition to assisting with getting the word out to the community regarding this important project.

Broadband Master Plan and Smart City Study

Government Technology Group, LLC

City Council: July 25, 2024

NEWARK
california

2

Broadband Master Plan

Background, Planning, Draft Review, Final Report

- Vision
- Recurring Themes
- Background
- April 25, 2024 Draft and City Council Input Addressed
  - Updates to Conceptual Design
  - Updates to Funding Recommendations

NEWARK
california

3

Broadband Master Plan

VISION

Create a **strategic plan** to outline how the City aims to **improve and expand its broadband internet infrastructure**. In simple terms, it's a **roadmap** that lays out how Newark plans to **make high-speed internet more available and affordable for everyone**, with a focus on unserved and underserved areas. It involves **identifying areas** that need better internet access, **develop strategies** to provide that access, and **determine the resources needed** to implement those strategies. *Basically, it's a **plan** to help **guide decision-making** and help ensure that **everyone has access to fast and reliable internet**.*

NEWARK
california

4

Broadband Master Plan

RECURRING THEMES

- **Inclusivity** – provide the opportunity for high-speed broadband service to all residents, businesses, and organizations
- **Reliability** – provide a service that is dependable and has redundancy built in
- **Reasonable Cost** – provide broadband that has reasonable and affordable monthly charges
- **Broadband Infrastructure** – provide infrastructure that supports economic development and future Smart City initiatives

5

Broadband Master Plan Award

City Council Award: March 23, 2023 – Resolution No. 11,480

Project Funding Background

PLAN

ARPA (American Rescue Plan Act) – Resolution No. 11,275

$200,000 Broadband Master Planning

IMPLEMENTATION

ARPA Broadband Infrastructure Project

$1,000,000

Resolution No. 11,554 - **AB 179 State of California (Asm. Alex Lee)**

$1,800,000

Total: $3,000,000

NEWARK
california

6

Draft Broadband Master Plan and Smart City Study

City Council Presentation: April 25, 2024

GOVERNMENT TECHNOLOGY GROUP, LLC

Smart Connections Consulting

- Master Plan Overview
- Market Analysis
- Goals and Needs
- Conceptual Design
- Policy
- Partnership Opportunities
- Recommendations

7

Broadband Master Plan for Adoption

City Council: July 25, 2024

Broadband Master Plan and Smart City Study - Updates

- Master Plan Overview
- Market Analysis
- Goals and Needs
- Conceptual Design → Updates
- Policy
- Partnership Opportunities
- Recommendations → Updates

Feedback From the Draft Broadband Master Plan

April 25, 2024 City Council and Public Input Addressed

Poor Broadband Coverage (Reliability and Lack of Fiber Infrastructure)

- Conceptual Design changed to add Wi-Fi coverage to four identified Community locations to take advantage of Smart LED Streetlights

Broadband Choices are Limited

- Connect City facilities to build a foundation to attract a Private Sector Partner to build low-cost, high-speed connectivity
- Dig Once Policy and Standards to expand Broadband

Lack of Funds to Build Infrastructure

- Funding mechanisms ideas to sustain ongoing improvements: Technology Fund, PEG Fees, Enterprise Funding, Utility User Tax

Broadband Master Plan for Adoption

City Council: July 25, 2024

Broadband Master Plan and Smart City Study - Updates

- Master Plan Overview
- Market Analysis
- Goals and Needs
- Conceptual Design → Updates
- Policy
- Partnership Opportunities → Updated
- Recommendations → Updated

Conceptual Design Draft (April 2024)

Routes by Phase

Phase I – $1.2million

- Connecting Silliman Center

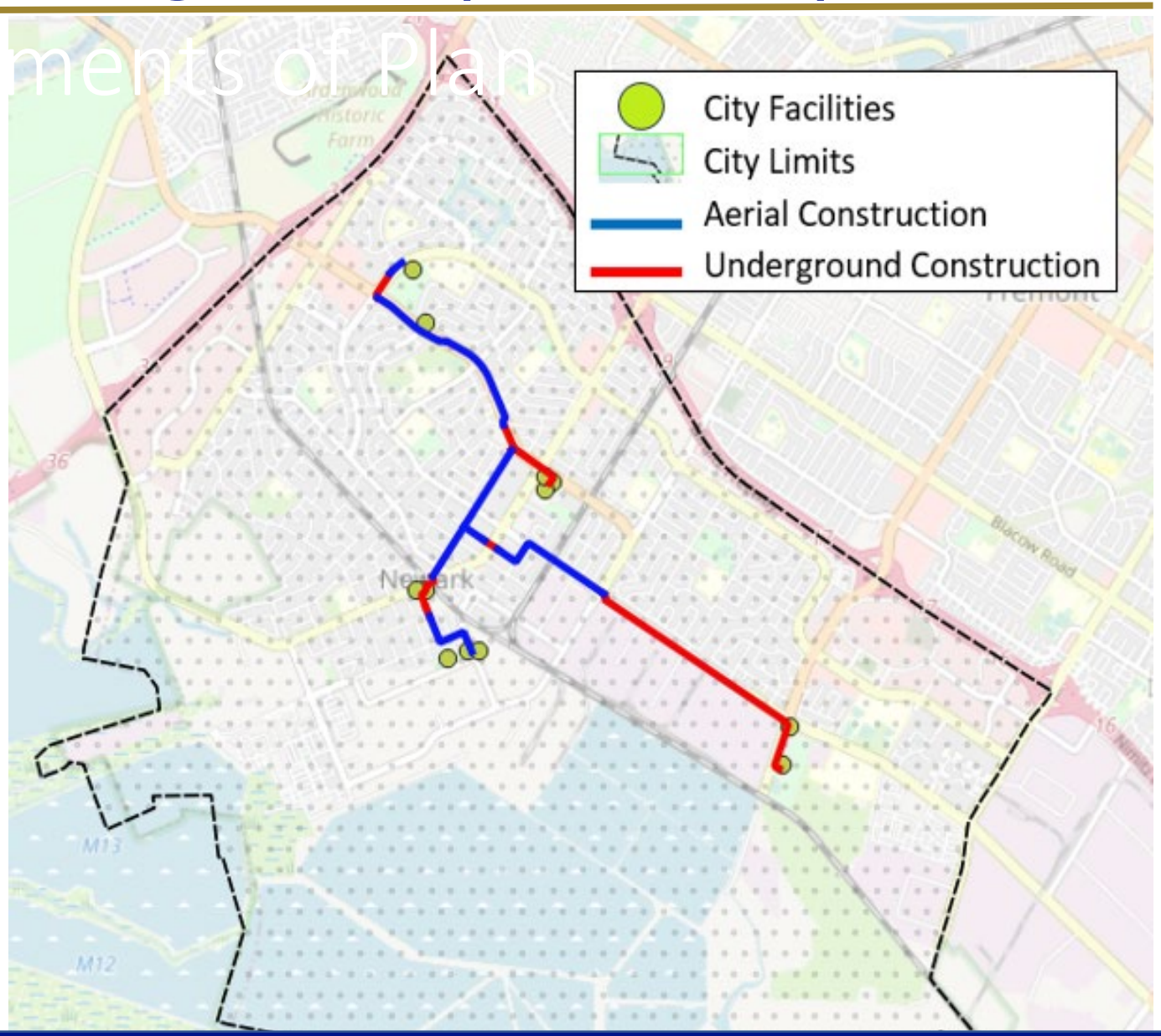
Phase II – $300,000

- Public works

Phase III – $300,000

- Senior Center

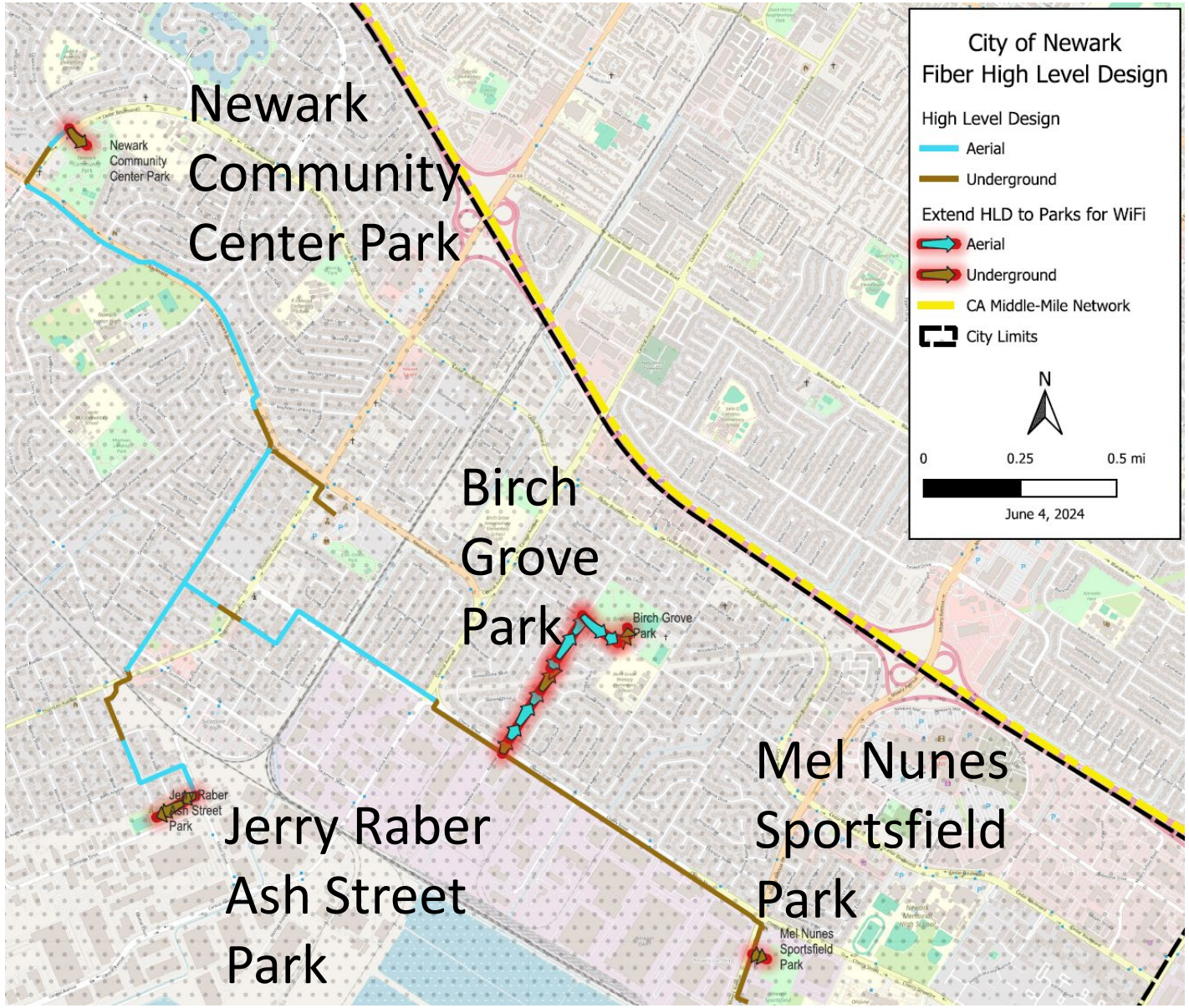
Aerial is best case now



NEW Conceptual Design with Additions (July 2024)

Proposed WiFi Locations

- Mel Nunes Sportsfield Park $48,000
- Newark Community Center $79,000
- Birch Grove Park $202,000
- Jerry Raber Ash Street Park $113,000



Broadband Master Plan for Adoption

City Council: July 25, 2024

Broadband Master Plan and Smart City Study - Updates

- Master Plan Overview
- Market Analysis
- Goals and Needs
- Conceptual Design → Updated
- Policy
- Partnership Opportunities → Updated
- Recommendations → Updated

Recommendations

Use of Available Funding: $2.8 million

Phase	Task	Responsible	Cost	Timeline
1A	Issue RFP for Public Private Partnership (P3) + Oversight	GTG	$74,000	Fall 2024
1B	Dig-Once Policy and Development Standards Creation	GTG	$96,000	Winter 2024
2A	Implement Conceptual Design to Connect City Facilities, Parks and WiFi (potential use of LED streetlights)	P3	$2,270,000	Winter 2024 – Fall 2025
2B	Connect to middle mile Data Center hub	P3 and ISP	$24,000	Spring 2025 – Fall 2025
	Projected Available Balance		$336,000	

Incremental build of broadband infrastructure will cost millions of dollars over multiple years.

Broadband Master Plan Approval

Staff Recommendation

Resolution

Approve the Broadband Master Plan

Broadband Master Plan

City Council: July 25, 2024

Questions?

STAFF REPORT

Item F. 2.

DATE	07/25/2024
TO	Honorable Mayor and City Council Members
FROM	Jonathan Arguello, Chief of Police
SUBJECT	Chief of Police Arguello presentation of the 2023 Newark Police Department Annual Report

---

With a focus on enhancing community relationships and the facilitation of transparency and community trust, the 2023 Newark Police Department Annual Report is a summary of the policing activities in the City throughout calendar year 2023. Included in this presentation is a comparison of property crimes, persons crimes and traffic collisions as well as current Police Department initiatives.

Attachments

Presentation

NEWARK POLICE DEPARTMENT

July 25, 2024

2023 Annual Report

Jonathan Arguello | Chief of Police

MESSAGE FROM THE CHIEF

July 25, 2024

On behalf of the dedicated men and women of the Newark Police Department, we are pleased to present our 2023 Annual Crime Report. We are committed to employing innovative strategies to address crime trends and community safety concerns through genuine dialogue, educational programs, directed crime prevention and enforcement, and an emphasis on leveraging technology to solve crimes. We look forward to continuing this trend in 2024 as we prioritize employee wellness and recruitment and enhance our community partnerships to achieve our shared goals and improve the quality of life in Newark.

NEWARK POLICE DEPARTMENT

July 25, 2024

MISSION

To provide professional public safety services in partnership with our community.

VISION

A commitment to our community and employees to improve quality of life through proactive and innovative public safety services.

ORGANIZATIONAL VALUES

July 25, 2024

CITYWIDE:

- Personal Service
- Resourcefulness
- Innovation
- Diversity, and
- Engagement

NEWARK POLICE DEPARTMENT:

- Honor
- Integrity
- Professionalism
- Commitment, and
- Leadership

STRATEGIC PLANNING

July 25, 2024

PILLARS (2023):

- Communication
- Accountability
- Discipline
- Professionalism
- Leadership Development
- Trust

CURRENT FOUNDATIONAL EXPECTATIONS:

- Communication
- Accountability
- Professionalism
- Leadership Development
- Trust
- Ownership

NOTABLE ACCOMPLISHMENTS IN 2023

July 25, 2024

- Recruitment & Hiring
- FTO Program Expansion
- Critical Staffing Model
- 3D Crime & Collision Scene Investigation Capability
- Enhanced Employee Wellness
- Police Service Aide Mentors
- CAD Mapping Integration
- CIBRS Certification
- RIPA Update
- Police Explorer Program

- Grant funding:
  - Officer Wellness $34,400
  - Traffic Safety $68,000
  - Traffic Records $80,000
  - Organized Retail Theft $986,444

- New Community Partnerships:
  - Fremont Ford
  - MVROP
  - Newark Rotary Bike & Skate Safety Event

STRATEGIC PLANNING

July 25, 2024

THEMES (2023):

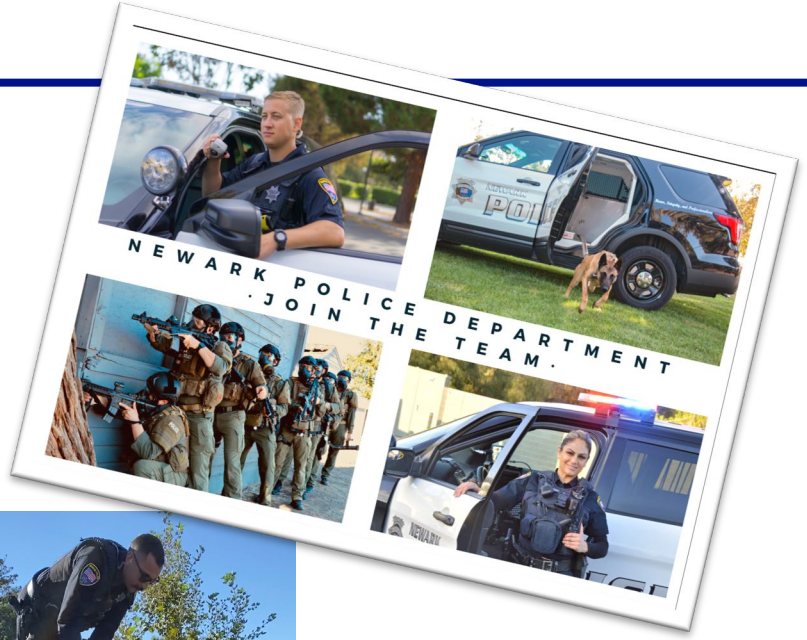
- Employee Retention
- Recruitment
- Employee Wellness
- Technology
- Leadership Development

CURRENT PRIORITIES:

- Retention and Recruitment
- Employee Wellness & Engagement
- Championing of Technology
- Staff and Leadership Development
- Crime Reduction
- Community Service and Engagement

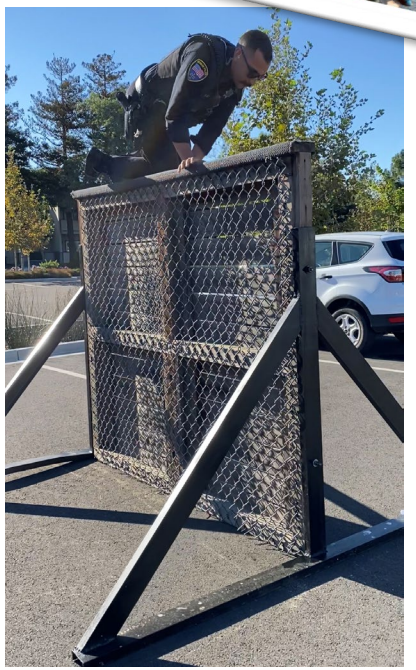
RECRUITMENT & HIRING

July 25, 2024



Recruitment Events:

- 24 Pellet B Testing Events
- 22 WSTB Physical Agility Testing Events
- CSU East Bay Career Fair
- Military Career Fair
- Newark Memorial High Career Fair (x2)
- Gavilan College LE Career Fair (x2)
- Latter-Day Saints Safety Fair
- Dia de Los Muertos



RECRUITMENT & HIRING

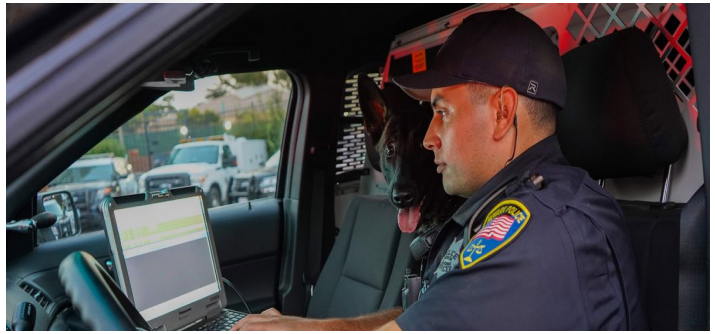
July 25, 2024

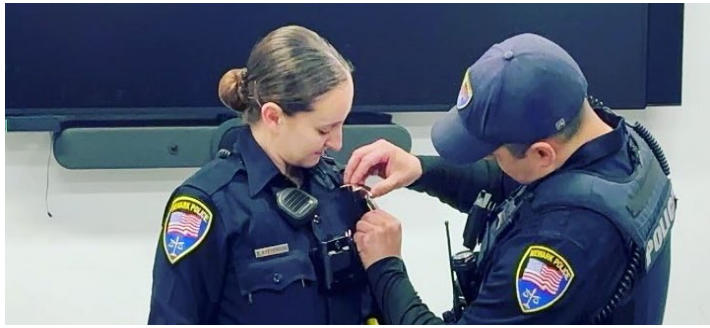
Recruitment Events:

- Half Moon Bay Pacific Coast Dream Machine Car Show
- Gavilan College Requalification Academy Presentation (x2)
- Women in Law Enforcement Conf.
- Emergency Vehicle Show (Ripon, CA)
- Lucid Studio Career Day
- Contra Costa County Police Academy
- Good Guys West Coast Nationals

NEWARK POLICE DEPARTMENT

July 25, 2024





AUTHORIZED PERSONNEL

Sworn Staff	58
Current Vacancies	9
Professional Staff	33

NEW HIRES

Police Officers	12
Vehicle Abatement	1
Police Service Aide	2
CSO Full Time	1
CSO Part Time	1
Crime Analyst	1

LEADERSHIP DEVELOPMENT

Sergeant	1
Acting Sergeant	2
Lead Detective	1

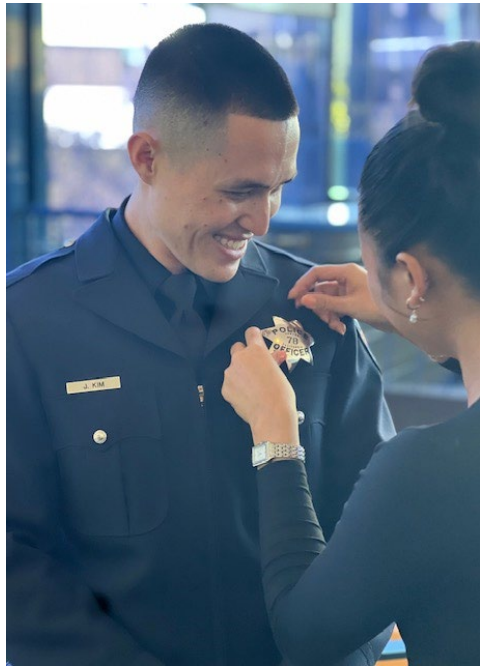
LEADERSHIP ACADEMY GRADUATES

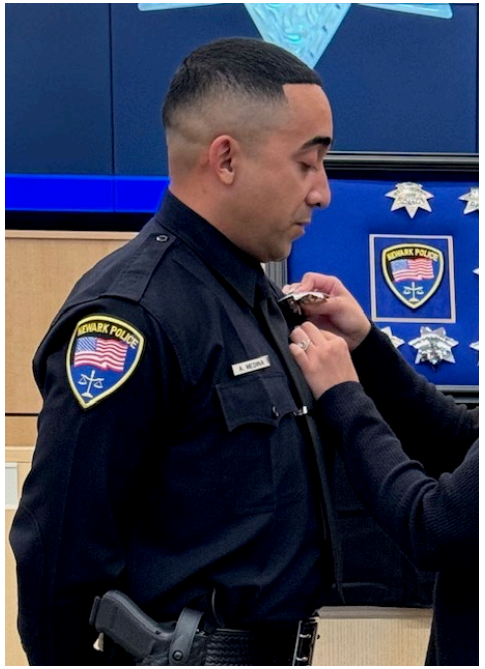
Emerging Leaders	2
Mid-Mangement	3
FBI Nat'l Acad.	1

RECRUITMENT & HIRING EFFORTS

July 25, 2024

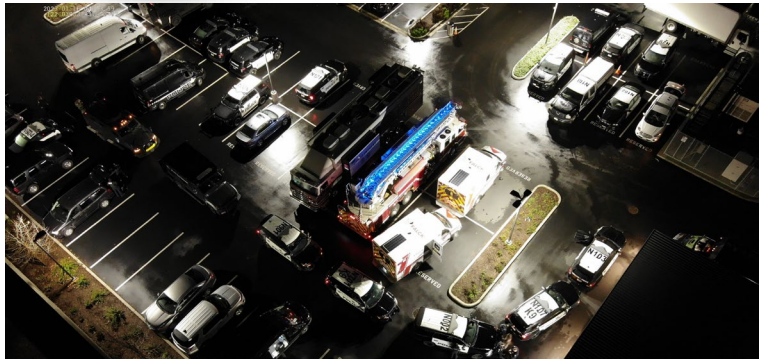
Recognizing New Employees!

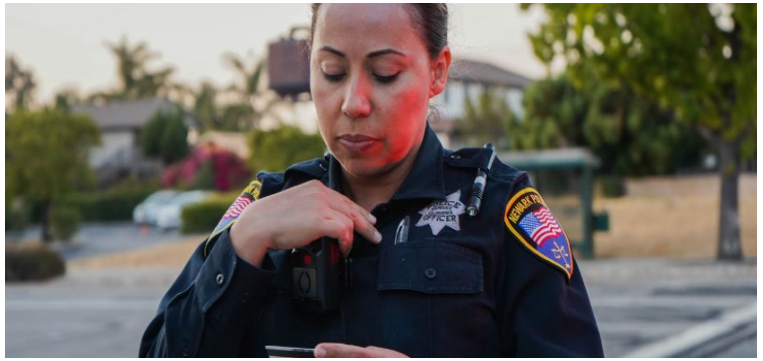




CALLS FOR SERVICE

July 25, 2024





TOTAL FIELD INCIDENTS

34,135

- Calls for Service
  26,235

- Proactive Calls
  7,900

DISPATCH

63,927

• Emergency Calls	14,112
• Incoming Calls	34,589
• Outgoing Calls	16,826

Answered within 15 Seconds:

• 911	99.39%
• Business	98.43%

PERSONS CRIMES

July 25, 2024

Category	2020	2021	2022†	2023†	2022 vs 2023 (%)
Homicide	1	0	5	0	- 100%
Sexual Assault	24	13	12	9	- 25%
Robbery	55	69	50	57	+ 14%
Aggravated Assault & Battery	353	357	439	374	- 15%
Total Persons Crimes	**433**	**439**	**505**	**440**	**- 13%**

† *California Incident Based Reporting System **(CIBRS)** implemented and adopted in early 2022*

PROPERTY CRIMES

July 25, 2024

Category	2020	2021	2022†	2023†	2022 vs 2023 (%)
Burglary	206	194	425	214	- 50%
Larceny - Theft	1,000	1,110	1,462	1,106	- 24%
Catalytic Converter Theft‡	106	259	317	168	- 47%
Vehicle Theft	238	277	364	414	+ 14%
Arson	9	7	7	5	- 30%
Total Property Crimes	**1,453**	**1,588**	**2,258**	**1,739**	**- 23%**

† *California Incident Based Reporting System **(CIBRS)** implemented and adopted in early 2022*

‡ *Catalytic Converter Theft is an element reported under Larceny Theft*

PROSECUTED CASES

July 25, 2024

DISTRICT ATTORNEY CASE DISPOSITION 2023

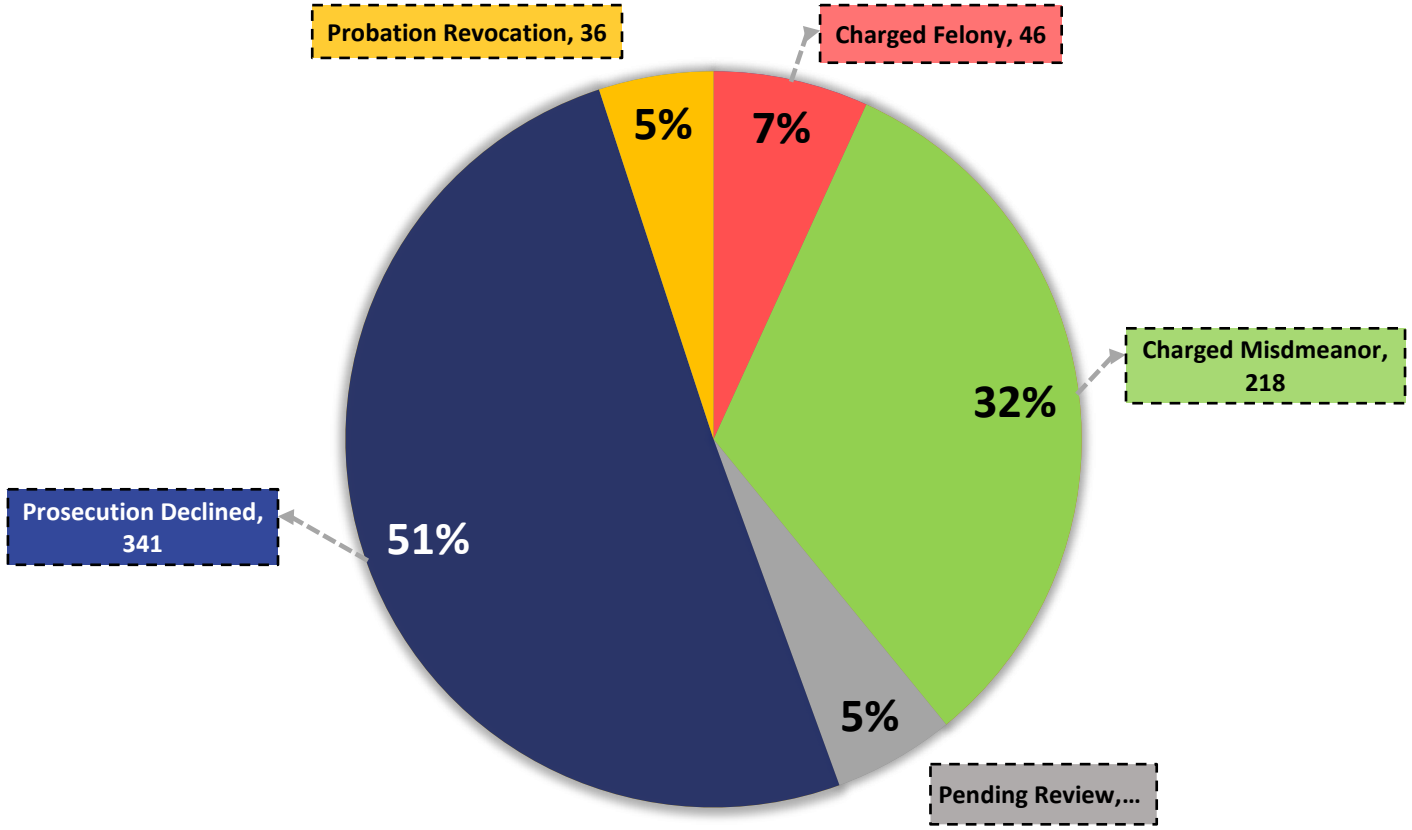
Case Reports	4,849	
Criminal Case Reports	3,344	69%

Cases Referred to District Attorney	675	
Charged Felony	46	7%
Charged Misdemeanor	218	32%
Probation Revocation	536	5%
Prosecution Declined	339	51%
Cases Pending Review (As of June 2024)	34	5%

PROSECUTED CASES

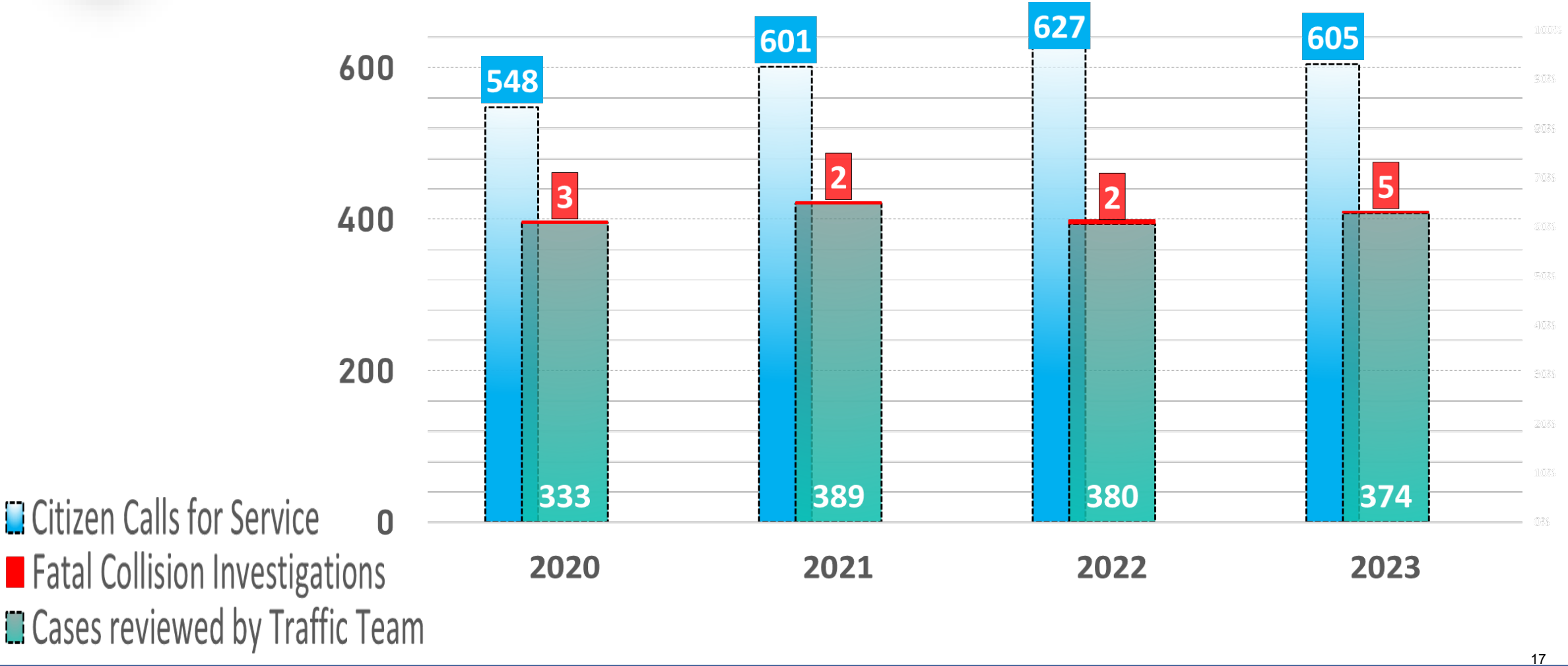
July 25, 2024

DISTRICT ATTORNEY CASE DISPOSITION 2023



COLLISION CALLS FOR SERVICE (CFS)

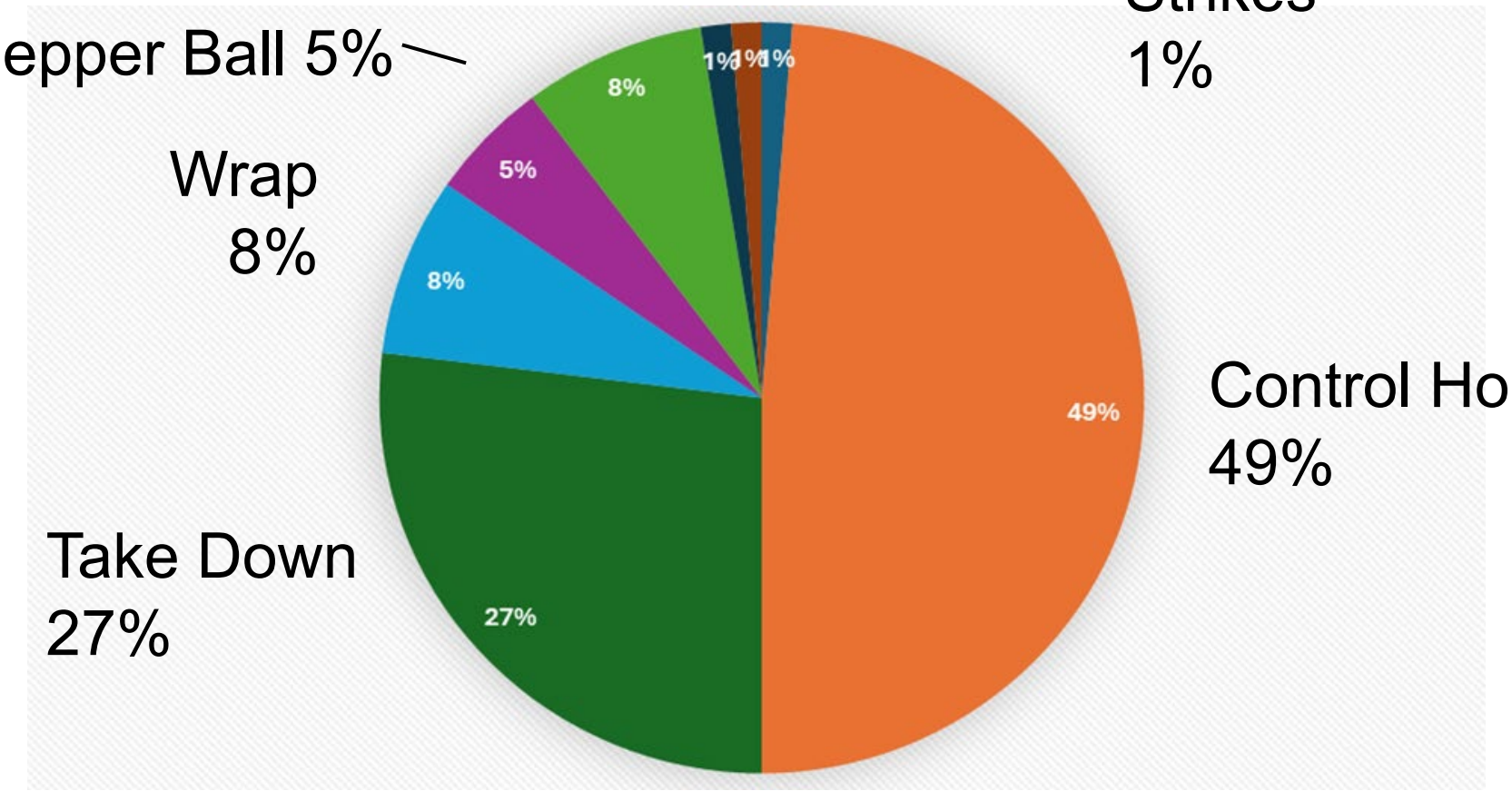
July 25, 2024



USE OF FORCE

July 25, 2024

TYPES OF FORCE USED:



USE OF FORCE

July 25, 2024

Total Incidents Where Force Was Used	44
Use of Force Resulting in Serious Injury or Death to a Civilian	1
Officer Involved Shootings	1
In-Custody Deaths	0
Use of Force per Field Incident	<1%

CRIME ANALYST

July 25, 2024

- Proactive Policing Bulletin Development
  - Data Intelligence Policing Focus
- Monthly Crime Strategy & Trends Reporting
- Peregrine automation design
- Funding project & grant review
- Investigative support
- Mapping (GIS) support
- Regional data sharing liaison

ALPR PROGRAM ANNUAL REPORT

July 25, 2024

ALPR SUMMARY

- 20 City Cameras
- 16 HOA Cameras
- Internal Audit Summary
- Significant Cases

ALPR KEY METRICS

- CAD ALPR Activations: 811
- ALPR used for Investigations: 180
- Police Crime Reports: 80
- Persons Arrested: 28
- Recovered Stolen Vehicles: 71

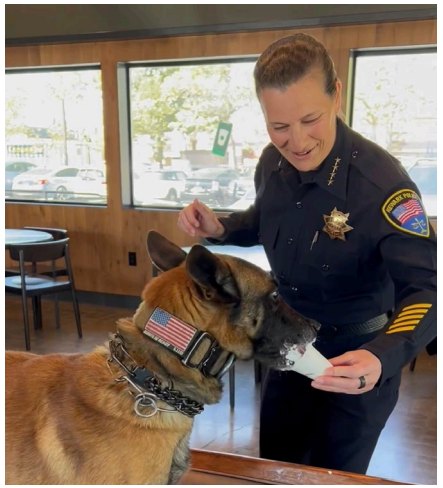
COMMUNITY ENGAGEMENT: VOLUNTEERS

July 25, 2024

- Neighborhood Watch
- ADA Parking Compliance
- Vacation Home Checks
- Merchant Watch
- Graffiti Abatement
- Police Explorers
- Document Shredding Event
- Catalytic Converter Etching

COMMUNITY ENGAGEMENT EVENTS

July 25, 2024



- Faith & Blue Event
- Coffee with a Cop
- National Night Out

COMMUNITY ENGAGEMENT EVENTS

July 25, 2024

- Newark Recreation Dept’s "Big Truck" Day
- Assembly Bill 481 Equipment Display
- Manitas en Acción
- Newark Rotary & NPD Bike & Skate Safety Rodeo

COMMUNITY ENGAGEMENT EVENTS

July 25, 2024

- Hosted NUSD school field trip tours
- Hosted Boy & Girl Scout Troops
- Read Across America
- Bingo with the Badges

COMMUNITY ENGAGEMENT EVENTS

July 25, 2024

- Family Day in the Park
- Newark Tree Lighting Event

EMPLOYEE-LED INITIATIVES

July 25, 2024

- Special Olympics Torch Run led by Sergeant Homayoun
- DEA Drug Takeback Event led by Records Supervisor Beck and Property & Evidence Technician da Silva
- 237 turkeys donated to Viola Blythe, led by Sergeant Fredstrom
- Detective Musantry & Officer Losier collaborated with SAVE and CALICO for a Holiday Toy Drive

QUESTIONS

NEWARK POLICE DEPARTMENT

STAFF REPORT

Item I. 1.

DATE	07/25/2024
TO	Honorable Mayor and City Council Members
FROM	Kristopher Kokotaylo, City Attorney
SUBJECT	Conference with legal counsel - Existing Litigation Pursuant to California Government Code Section 54956.9(d)(1) Name of Case: In re National Prescription Opiate Litigation (National opioid litigation involving Kroger) Case No. 1:17-MD-2804