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, June 26, 2025
7:00 P.M.

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

A. ROLL CALL

B. PRESENTATIONS

1. 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. Approval of June 5 and June 12, 2025, minutes

3. Adopt a resolution authorizing the City Manager to execute a purchase order with Dell Marketing, L.P. (Dell) in an amount not to exceed $475,785 for the renewal of licenses and software assurance and subscription services for three years

4. Adopt a resolultion accepting work with G. Bortolotto & Company, Inc. for the Fiscal Year 2024 Asphalt Concrete Street Overlay Program, Project 1344

E. PUBLIC HEARINGS

1. Hold a public hearing and adopt a resolution approving the Final Engineer's Report, confirming formation of Landscaping and Lighting District No. 20 and authorizing the levy and collection of assessments for Fiscal Year 2025-26

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 the 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 2025-26

3. Public Hearing Pursuant to Government Code Section 3502.3 Requirements for Reporting on City of Newark Vacancy Rates and Recruitment and Retention Efforts

F. OTHER BUSINESS

1. Presentation on the City's draft Climate Action Plan update titled "Climate Action Newark" (CAN)

2. Adopt a resolution designating the Measure GG Oversight Committee to review the expenditures of revenue from the Transient Occupancy Tax pursuant to Ordinance No. 553 and approving the Mayor's appointments to the Measure GG Oversight Committee

3. Adopt resolutions approving: 1) The Memorandum of Understanding with the Newark Association of Miscellaneous Employees; 2) The Memorandum of Understanding with the Newark Police Association; 3) The Compensation and Benefit Plan for the Confidential Employee Group; 4) The Compensation and Benefit Plan for the Management, Supervisory, and Professional Employee Group; and 5) An amendment to the City's salary schedule in conformance with California Code of Regulations, Title 2, Section 570.5

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. Closed session for conference with Labor Negotiators pursuant to California Government Code Section 54957.6.
Agency designated representatives: Assistant City Manager Hovorka and Human Resources Director Frye
Employee Organization: The Newark Police Management Association

J. ADJOURNMENT

MEETING INFORMATION

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

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

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

Zoom will no longer be available for public participation unless required by Assembly Bill 2449. Should a Council Member or the Mayor attend the meeting via Zoom.com pursuant to Assembly Bill 2449, then the Webinar ID 832 9133 5034 will be activated. The Mayor will make an announcement at the beginning of the meeting that the City will be allowing public comment via Zoom. Raise your virtual hand to notify the City Clerk that you would like to speak during the item that you wish to speak on.

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

No question shall be asked of a council member, city staff, or an audience member except through the Mayor. No person shall interrupt the meeting. Any person who refuses to carry out instructions given by the Mayor for the purpose of maintaining order may be guilty of an infraction and may result in removal from the meeting.

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

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

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

Executive Team Members

David J. Benoun 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	**Brittney Frye** 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	06/26/2025
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:
Amanda Lopez, Public Safety Dispatcher
Siobhan Henderson, Management Analyst I

STAFF REPORT

Item D. 1.

DATE	06/26/2025
TO	Honorable Mayor and City Council Members
FROM	Krysten Lee, Finance Director
SUBJECT	Approval of Audited Demands

Attachments

Audited Demands 05.29.25
Audited Demands 06.05.25

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 05/29/2025

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	05/29/2025	14102 Accounts Payable	HEALTH AND HUMAN RESOURCE CENTER, INC		247.86
	Invoice	Date	Description	Check Sort Code	Amount
	E0344711	05/05/2025	EMPLOYEE ASSISTANT PROGRAM (EAP) - JUNE 2025		247.86
Check	05/29/2025	14103 Accounts Payable	ALAMEDA COUNTY FIRE DEPARTMENT		1,146,323.08
	Invoice	Date	Description	Check Sort Code	Amount
	2024-25-319	05/06/2025	CONTRACT FIRE SERVICES - 05/25		1,146,323.08
Check	05/29/2025	14104 Accounts Payable	ALPINE AWARDS INC		4,742.02
	Invoice	Date	Description	Check Sort Code	Amount
	6111285	05/05/2025	DANCE REVUE SHIRTS AND HOODIES		4,742.02
Check	05/29/2025	14105 Accounts Payable	ASCENT ENVIRONMENTAL, INC.		20,716.44
	Invoice	Date	Description	Check Sort Code	Amount
	20230149.01-14	05/14/2025	CLIMATE ACTION PLAN DEVELOPMENT 04/25		20,716.44
Check	05/29/2025	14106 Accounts Payable	COMMUNITY PLANNING COLLABORATIVE		22,974.73
	Invoice	Date	Description	Check Sort Code	Amount
	1912	05/05/2025	ON CALL SVCS/INCLUSIONARY HSNG/TENANT PROTECTIONS - 4/25		22,974.73
Check	05/29/2025	14107 Accounts Payable	BAY CENTRAL PRINTING		85.88
	Invoice	Date	Description	Check Sort Code	Amount
	202182	05/02/2025	BUSINESS CARD IMPRINTING-M. TAYLAR		85.88
Check	05/29/2025	14108 Accounts Payable	BURTON'S FIRE INC		569.70
	Invoice	Date	Description	Check Sort Code	Amount
	S 68044	05/07/2025	FIRE TRUCK TURN SIGNAL		569.70
Check	05/29/2025	14109 Accounts Payable	CRIME SCENE CLEANERS INC		668.00
	Invoice	Date	Description	Check Sort Code	Amount
	93584	03/27/2025	CRIME SCENE CLEANING 03/27/25		130.00
	90547	11/22/2024	CRIME SCENE CLEANING 11/22/24		130.00
	89733	07/01/2024	CRIME SCENE CLEANING 07/01/24		130.00
	88353	11/06/2023	CRIME SCENE CLEANING 11/06/23		100.00
	87906	09/07/2023	CRIME SCENE CLEANING 09/07/23		108.00
	76200	01/30/2021	CRIME SCENE CLEANING 01/30/21		70.00
Check	05/29/2025	14110 Accounts Payable	CSW I ST2		10,805.50

	Invoice	Date	Description	Check Sort Code	Amount
	2504138	04/30/2025	DESIGN SERVICES FOR OLD TOWN STREETSCAPE IMPROVEMENTS 03/25		10,805.50
Check	05/29/2025	14111 Accounts Payable	CUMMING MANAGEMENT GROUP, INC.		10,786.00
	Invoice	Date	Description	Check Sort Code	Amount
	166672	03/31/2025	CONSTRUCTION MANAGEMENT SERVICES 03/25		10,786.00
Check	05/29/2025	14112 Accounts Payable	ENVIRONMENTAL LOGISTICS		5,092.50
	Invoice	Date	Description	Check Sort Code	Amount
	128190	04/25/2025	HAZARDOUS WASTE REMOVAL 04/02/25		5,092.50
Check	05/29/2025	14113 Accounts Payable	EQUIFAX INFORMATION SVCS LLC		131.93
	Invoice	Date	Description	Check Sort Code	Amount
	2065654664	05/07/2025	CREDIT BUREAU REPORT FEES - 5/7/25		131.93
Check	05/29/2025	14114 Accounts Payable	FRONTIER BUILDING PRODUCTS PACIFIC, INC		5,517.00
	Invoice	Date	Description	Check Sort Code	Amount
	2-24-1081445	02/24/2025	FIRE STATION 29 REPLACEMENT REVERSING EDGE 2/24/25		3,183.00
	2-24-1104830	02/24/2025	SPRING REPLACEMENT 2/24/25		2,334.00
Check	05/29/2025	14115 Accounts Payable	GACHINA LANDSCAPE MANAGEMENT, INC.		687.31
	Invoice	Date	Description	Check Sort Code	Amount
	E 229159	05/21/2025	LL4 LEAKING VALVE - CHERRY AND MOWRY 5/21/25		687.31
Check	05/29/2025	14116 Accounts Payable	GRAINGER		428.92
	Invoice	Date	Description	Check Sort Code	Amount
	9498120774	05/06/2025	BADGE HOLDER STRAP		26.97
	9498120766	05/06/2025	CHALK REEL AND FLOOR ROLLER		62.44
	9501228895	05/09/2025	EXTENDED HANDLE KIT		339.51
Check	05/29/2025	14117 Accounts Payable	SHEILA HARRINGTON		185.88
	Invoice	Date	Description	Check Sort Code	Amount
	0429-050225EXP	05/02/2025	EXPENSE REIMBURSEMENT - CMCA CONFERENCE 04/29-05/02/25		185.88
Check	05/29/2025	14118 Accounts Payable	HOME DEPOT CREDIT SERVICES		3,357.57
	Invoice	Date	Description	Check Sort Code	Amount
	MAY'25	05/13/2025	HOME DEPOT CC PURCHASE 04/13/25-05/12/25		3,357.57
Check	05/29/2025	14119 Accounts Payable	BULBULNAZ JALALIDIN (NAZ)		156.45
	Invoice	Date	Description	Check Sort Code	Amount
	050825EXP	05/14/2025	EXPENSE REIMBURSEMENT FOR CALED CONFERENCE IN ONTARIO 05/08/25		156.45
Check	05/29/2025	14120 Accounts Payable	JEFF'S MOBILE GLASS INC.		537.63
	Invoice	Date	Description	Check Sort Code	Amount
	IJMG-0505-85613	05/05/2025	WINDSHIELD REPLACEMENT VEH 243N 05/05/25		537.63
Check	05/29/2025	14121 Accounts Payable	NAPA AUTO PARTS		2,067.30

	Invoice	Date	Description	Check Sort Code	Amount
	APR'25	03/31/2025	NAPA-FLEET SUPPLIES APRIL 2025		2,067.30
Check	05/29/2025	14122 Accounts Payable	L.N. CURTIS & SONS		4,950.94
	Invoice	Date	Description	Check Sort Code	Amount
	INV944769	05/05/2025	HALLIGAN TOOL		4,950.94
Check	05/29/2025	14123 Accounts Payable	TERENCE LAU		56.96
	Invoice	Date	Description	Check Sort Code	Amount
	051625EXP	05/16/2025	FUEL PURCHASE 05/16/25		56.96
Check	05/29/2025	14124 Accounts Payable	BRIAN LEWIS		97.99
	Invoice	Date	Description	Check Sort Code	Amount
	051525EXP	05/15/2025	BOOT REIMBURSEMENT 05/15/25		97.99
Check	05/29/2025	14125 Accounts Payable	LPC SERVICES, INC.		3,093.00
	Invoice	Date	Description	Check Sort Code	Amount
	80673	05/09/2025	PEST SERVICES - COMMUNITY CENTER #102700 5/9/25		95.00
	80784	05/09/2025	PEST SERVICES - PD #104419 5/9/25		181.00
	80672	05/09/2025	PEST SERVICES - FIRE STATION #2 #102709 5/9/25		220.00
	80738	05/09/2025	PEST SERVICES - CITY HALL #102699 5/9/25		267.00
	80788	05/09/2025	PEST SERVICES - LIBRARY #116524 5/9/25		175.00
	80781	05/09/2025	PEST SERVICES - CITY HALL #102699 5/9/25		175.00
	80643	05/09/2025	PEST SERVICES - FIRE STATION #1 102707 5/9/25		275.00
	80532	05/09/2025	PEST SERVICES - SERVICE CENTER #102702 5/9/25		185.00
	80655	05/09/2025	PEST SERVICES - VIOLA BLYTHE #102704 5/9/25		260.00
	80644	05/09/2025	PEST SERVICES - SILLIMAN #102710 5/9/25		1,020.00
	80642	05/09/2025	PEST SERVICES - FIRE STATION #3 102701 5/9/25		240.00
Check	05/29/2025	14126 Accounts Payable	LYNN PEAVEY COMPANY		993.90
	Invoice	Date	Description	Check Sort Code	Amount
	418000	05/07/2025	SWAB BOX, DISPOSABLE DUSTER, POWDER SK		993.90
Check	05/29/2025	14127 Accounts Payable	NICHOLS CONSULTING ENGINEERS, CHTD		11,840.00
	Invoice	Date	Description	Check Sort Code	Amount
	123055505	05/23/2025	TASK ORDER NO. 2 - THORNTON AVE. PAVEMENT REHAB 05/25		11,840.00
Check	05/29/2025	14128 Accounts Payable	BRETT OEVERNDIEK		52.04
	Invoice	Date	Description	Check Sort Code	Amount
	051525EXP	05/15/2025	EXPENSE REIMBURSEMENT 05/15/25		52.04
Check	05/29/2025	14129 Accounts Payable	PACIFIC COAST POLYGRAPH AND INVESTIGATIONS, INC.		1,200.00
	Invoice	Date	Description	Check Sort Code	Amount
	25-30	05/05/2025	POLYGRAPH SERVICES 04/16 - 04/20/25		1,200.00
Check	05/29/2025	14130 Accounts Payable	PACIFIC GAS & ELECTRIC		3,553.99
	Invoice	Date	Description	Check Sort Code	Amount
	1859-050225	05/02/2025	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 03/28-04/27/25		2,874.03
	3926-050225	05/02/2025	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 03/28-04/27/25		128.81

	0552-050125	05/01/2025	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 03/27-04/24/25			97.11
	0870-050525	05/05/2025	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 03/29-04/28/25			104.23
	2305-043025	04/30/2025	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 03/26-04/23/25			66.71
	9045-050125	05/01/2025	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 03/26-04/23/25			283.10
Check	05/29/2025	14131 Accounts Payable	RYAN PEREZ			126.60
	Invoice	Date	Description		Check Sort Code	Amount
	051425EXP	05/14/2025	MILEAGE REIMBURSEMENT 05/14/25			126.60
Check	05/29/2025	14132 Accounts Payable	PETERSON			2,146.30
	Invoice	Date	Description		Check Sort Code	Amount
	PC001893204	04/18/2025	TRACTOR FENDER			2,146.30
Check	05/29/2025	14133 Accounts Payable	CONSOLIDATED ENGINEERING LABORATORIES			560.00
	Invoice	Date	Description		Check Sort Code	Amount
	230403	05/06/2025	MATERIAL TESTING AND CONSTRUCTION INSP PRJ 1360 04/14-04/25/25			560.00
Check	05/29/2025	14134 Accounts Payable	ROADSAFE TRAFFIC SYSTEMS, INC.			1,478.51
	Invoice	Date	Description		Check Sort Code	Amount
	238245	05/08/2025	CLASS 2 SAFETY VESTS-MAINTENANCE			1,478.51
Check	05/29/2025	14135 Accounts Payable	RUGGERI-JENSEN-AZAR			1,869.00
	Invoice	Date	Description		Check Sort Code	Amount
	95821	04/22/2025	ON-CALL CIVIL ENGINEERING DEVELOPMENT PLAN REVIEW SERVICES 03/25			1,869.00
Check	05/29/2025	14136 Accounts Payable	S&H CONSTRUCTION, INC.			111,218.40
	Invoice	Date	Description		Check Sort Code	Amount
	4	03/31/2025	NEWARK RESOURCE CENTER RENOVATIONS PRJ 1360 03/31/25			111,218.40
Check	05/29/2025	14137 Accounts Payable	JAMES SCANLIN			40.00
	Invoice	Date	Description		Check Sort Code	Amount
	050725EXP	05/07/2025	EXPENSE REIMBURSEMENT 05/07/25			40.00
Check	05/29/2025	14138 Accounts Payable	YORK RISK SERVICE GROUP, INC. A SEDGWICK COMPANY			3,852.50
	Invoice	Date	Description		Check Sort Code	Amount
	400000242578	05/06/2025	WORKERS COMPENSATION ADMIN FEES - 05/01/25-05/31/25			3,852.50
Check	05/29/2025	14139 Accounts Payable	SIEMENS INDUSTRY, INC.			17,073.97
	Invoice	Date	Description		Check Sort Code	Amount
	5331846572	03/20/2025	FIRE SERVICE AGREEMENT 03/20/25			17,073.97
Check	05/29/2025	14140 Accounts Payable	CLASSIC GRAPHICS			297.17
	Invoice	Date	Description		Check Sort Code	Amount
	51076	05/08/2025	FIRE TRUCK 243 STEEL CONE HOLDER 05/08/25			159.84
	51057	05/05/2025	DIAMOND PLATES			137.33
Check	05/29/2025	14141 Accounts Payable	THE GOODYEAR TIRE & RUBBER COMPANY			550.99
	Invoice	Date	Description		Check Sort Code	Amount
	184-1102514	05/05/2025	ROAD SERVICE 05/01/25			550.99

Check	05/29/2025	14142	Accounts Payable	JENNIFER TRAN			63.50
	Invoice		Date	Description		Check Sort Code	Amount
	0401-043025EXP		04/30/2025	MILEAGE REIMBURSEMENT 04/01-04/30/25			63.50
Check	05/29/2025	14143	Accounts Payable	U.S. BANK CORPORATE PAYMENT SYSTEMS			68,690.47
	Invoice		Date	Description		Check Sort Code	Amount
	052225STMT		05/22/2025	CC PAYMENT 05/22/25			68,690.47
Check	05/29/2025	14144	Accounts Payable	WEBCOR CONSTRUCTION, LP			76,204.75
	Invoice		Date	Description		Check Sort Code	Amount
	10860.00029RET		05/15/2025	RETENTION PAYMENT, PROJECT 1188			76,204.75
Check	05/29/2025	14145	Accounts Payable	ZOOM VIDEO COMMUNICATIONS, INC			257.14
	Invoice		Date	Description		Check Sort Code	Amount
	INV304651579		05/08/2025	WEBINAR 500 ANNUAL - PRORATION 05/08/25-03/06/26			257.14
EFT	05/29/2025	1552	Accounts Payable	ART BUILDS COMMUNITY LLC	322271627 / 521573215		15,000.00
	Invoice		Date	Description		Check Sort Code	Amount
	05022025		05/26/2025	PUBLIC ART PROJECT MANAGEMENT 05/26/25			15,000.00
EFT	05/29/2025	1553	Accounts Payable	REDWOOD PUBLIC LAW, LLP	121000358 / 325192270245		5,572.80
	Invoice		Date	Description		Check Sort Code	Amount
	14090		02/28/2025	REIMBURSEMENT AGREEMENT - ADU2024-0009 02/14/25			107.00
	14421		03/31/2025	LEGAL SERVICES FOR MOWRY VILLAGE PROJECT - SVCS THRU 03/31/25			5,465.80

AP ZBA ACCOUNTS PAYABLE Totals: Transactions: 46 $1,566,922.62

Checks:	44	$1,546,349.82
EFTs:	2	$20,572.80

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Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 06/05/2025

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	06/05/2025	14146 Accounts Payable	ADAMSON POLICE PRODUCTS		2,655.82
	Invoice	Date	Description	Check Sort Code	Amount
	INV434251	05/13/2025	CUSTOM MOTOR BOOTS - KAPU		1,327.91
	INV434252	05/13/2025	CUSTOM MOTOR BOOTS - FRENTESCU		1,327.91
Check	06/05/2025	14147 Accounts Payable	ALL CITY MANAGEMENT SERVICES, INC.		8,937.23
	Invoice	Date	Description	Check Sort Code	Amount
	101171	05/14/2025	SCHOOL CROSSING GUARD SVCS 04/27-05/10/25		8,937.23
Check	06/05/2025	14148 Accounts Payable	AMERICAN NATIONAL RED CROSS		975.00
	Invoice	Date	Description	Check Sort Code	Amount
	22806058	05/14/2025	CERTIFICATIONS FOR RECREATION DEPARTMENT 05/05/25		975.00
Check	06/05/2025	14149 Accounts Payable	ARROWHEAD FORENSICS		177.61
	Invoice	Date	Description	Check Sort Code	Amount
	181170	05/13/2025	EVIDENCE SUPPLIES		177.61
Check	06/05/2025	14150 Accounts Payable	BAILEY FENCE COMPANY INC		2,241.00
	Invoice	Date	Description	Check Sort Code	Amount
	87267	04/30/2025	CYCLONE FENCE REPAIR 04/30/25		2,241.00
Check	06/05/2025	14151 Accounts Payable	BARTLEY PUMP PM LLC		33,225.00
	Invoice	Date	Description	Check Sort Code	Amount
	73072 A	05/30/2025	LAKESHORE PUMP REPLACEMENT PRJ 1211 PROGRESS PAYMENT 05/30/25		33,225.00
Check	06/05/2025	14152 Accounts Payable	BEAR TRAINING SOLUTIONS, INC		21,062.05
	Invoice	Date	Description	Check Sort Code	Amount
	1069	05/12/2025	BREACHING DOOR		21,062.05
Check	06/05/2025	14153 Accounts Payable	BOTACH, INC		9,384.26
	Invoice	Date	Description	Check Sort Code	Amount
	INV835977	05/28/2025	BRO-RAM		9,384.26
Check	06/05/2025	14154 Accounts Payable	BPR CONSULTING GROUP, INC		1,645.80
	Invoice	Date	Description	Check Sort Code	Amount
	2792	05/09/2025	BI FIELD INSPECTION AND RELATED PROFESSIONAL SVCS 04/01-04/30/25		1,645.80

Check	06/05/2025	14155	Accounts Payable	BUREAU VERITAS NORTH AMERICA INC.		1,272.50
	Invoice		Date	Description	Check Sort Code	Amount
	RI 25020620		05/16/2025	BI FIELD INSPECTION AND RELATED PROF SRVCS 11/2024-04/2025		1,147.50
	RI 25020621		05/16/2025	BI FIELD INSPECTION AND RELATED PROFESSIONAL SERVICES 04/25		125.00
Check	06/05/2025	14156	Accounts Payable	CALICO CENTER		3,000.00
	Invoice		Date	Description	Check Sort Code	Amount
	2025NEW-EV		01/23/2025	CHILD SEXUAL ASSAULT FORENSIC EVIDENCE INTERVIEW SERVICES 2025		3,000.00
Check	06/05/2025	14157	Accounts Payable	CELEBRATION PARTY EQUIPMENT RENTALS INC		2,038.75
	Invoice		Date	Description	Check Sort Code	Amount
	749536		05/23/2025	SOTC EVENT TABLES, CHAIRS, LINENS RENTALS		2,038.75
Check	06/05/2025	14158	Accounts Payable	BEACON VETERINARY SPECIALISTS		771.00
	Invoice		Date	Description	Check Sort Code	Amount
	203028		04/08/2025	VET SVCS 03/20/25		771.00
Check	06/05/2025	14159	Accounts Payable	CITY OF FREMONT		18,637.00
	Invoice		Date	Description	Check Sort Code	Amount
	338014		03/06/2025	SHELTER OPERATING EXP MARCH 2025		18,637.00
Check	06/05/2025	14160	Accounts Payable	CITY OF FREMONT		56,185.00
	Invoice		Date	Description	Check Sort Code	Amount
	337789		02/28/2025	SHELTER TRUE UP FOR FY24		56,185.00
Check	06/05/2025	14161	Accounts Payable	CORO MEDICAL, LLC.		5,412.36
	Invoice		Date	Description	Check Sort Code	Amount
	PS-INV241609		05/20/2025	ZOLL CPR-D PADZ		5,412.36
Check	06/05/2025	14162	Accounts Payable	COST RECOVERY SYSTEMS INC		8,500.00
	Invoice		Date	Description	Check Sort Code	Amount
	2025-21		03/28/2025	STATE MANDATE CLAIM PREP SRVCS FY24-25		8,500.00
Check	06/05/2025	14163	Accounts Payable	ALAMEDA COUNTY INFORMATION TECHNOLOGY DEPARTMENT		3,811.50
	Invoice		Date	Description	Check Sort Code	Amount
	112-2504036		05/10/2025	AWS ACCESS FEE APRIL 2025		3,811.50
Check	06/05/2025	14164	Accounts Payable	CUMMING MANAGEMENT GROUP, INC.		10,786.00
	Invoice		Date	Description	Check Sort Code	Amount
	168375		04/30/2025	CONSTRUCTION MANAGEMENT SERVICES 04/25		10,786.00
Check	06/05/2025	14165	Accounts Payable	DALE HARDWARE		854.06
	Invoice		Date	Description	Check Sort Code	Amount
	MAY'25		05/25/2025	DALE SUPPLIES 05/25/25		854.06
Check	06/05/2025	14166	Accounts Payable	ALHAMBRA		363.04
	Invoice		Date	Description	Check Sort Code	Amount
	15734365041325		04/13/2025	WATER SERVICE 03/26 - 04/09/25		363.04
Check	06/05/2025	14167	Accounts Payable	KARL FREDSTROM		827.53

	Invoice	Date	Description	Check Sort Code	Amount
	0501-0503EXP	05/22/2025	RETIRED DISPATCHER FUNERAL SERVICE 05/01-05/03/25		827.53
Check	06/05/2025	14168 Accounts Payable	FRONTIER BUILDING PRODUCTS PACIFIC, INC		404.00
	Invoice	Date	Description	Check Sort Code	Amount
	3-26-1118379	03/26/2025	SERVICE CENTER DOOR REPAIR 3/26/25		404.00
Check	06/05/2025	14169 Accounts Payable	MARK GOTHARD		1,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	050125052925	05/30/2025	SENIOR CHAIR FITNESS 05/01-05/29/25		1,000.00
Check	06/05/2025	14170 Accounts Payable	GOVERNMENT FINANCE OFFICERS ASSOCIATION		305.00
	Invoice	Date	Description	Check Sort Code	Amount
	CASH-146223013	05/28/2025	RENEWAL FEES - MEMBERSHIP DUES BASE FEE | ACCOUNT 146223013		305.00
Check	06/05/2025	14171 Accounts Payable	HALE OUTDOOR PRODUCTS, LLC		17,875.68
	Invoice	Date	Description	Check Sort Code	Amount
	3904	05/27/2025	MOTOSHOT TRAINING SYSTEM		17,875.68
Check	06/05/2025	14172 Accounts Payable	HAROLD WELLS ASSOCIATES, INC.		3,924.00
	Invoice	Date	Description	Check Sort Code	Amount
	60767	04/21/2025	YEARLY ADVANTAGE ULTRA SERVICES 04/21/25		3,924.00
Check	06/05/2025	14173 Accounts Payable	REBECCA HICKS		8.00
	Invoice	Date	Description	Check Sort Code	Amount
	052025EXP	05/28/2025	EXPENSE REIMBURSEMENT FOR CPRS TRAINING 05/20/25		8.00
Check	06/05/2025	14174 Accounts Payable	HIROSHI ICHIMURA		4,281.60
	Invoice	Date	Description	Check Sort Code	Amount
	0301-042625	04/28/2025	KENDO CLASSES 03/01-04/26/25		4,281.60
Check	06/05/2025	14175 Accounts Payable	ICS INTEGRATED COMMUNICATION SYSTEMS		6,245.85
	Invoice	Date	Description	Check Sort Code	Amount
	2413150-1	12/21/2023	HDMI CONNECTION TO CONFERENCE ROOMS 1 & 5 12/21/23		3,943.00
	2313340-1	05/15/2023	TECHNICIAN ON-SITE SUPPORT FOR CITY MEETING 4/27/23		702.00
	2413153-1	11/20/2023	TECHNICIAN & PROGRAMMER CHAMBER MEETING SUPPORT 10/26/23		612.00
	2413262-1	04/26/2024	MIC SWAP IN CHAMBERS & REPLACED XLR CONNECTIONS 3/12/24		988.85
Check	06/05/2025	14176 Accounts Payable	INDUSTRIAL PLUMBING SUPPLY, LLC.		301.29
	Invoice	Date	Description	Check Sort Code	Amount
	122873	05/14/2025	CITY HALL MANUAL BUTTON FOR SELECTRONIC		301.29
Check	06/05/2025	14177 Accounts Payable	J4 SYSTEMS		190.00
	Invoice	Date	Description	Check Sort Code	Amount
	21053	04/21/2025	INTUNE SETUP - ASH BAKER 04/18/25		190.00
Check	06/05/2025	14178 Accounts Payable	J4 SYSTEMS		427.50
	Invoice	Date	Description	Check Sort Code	Amount
	21137	05/14/2025	INTUNE SETUP - SEAN KHALJI 05/08/25 & 05/12/25		427.50

Check	06/05/2025	14179	Accounts Payable	KNORR SYSTEMS INTERNATIONAL		1,565.64
	Invoice		Date	Description	Check Sort Code	Amount
	269973		05/14/2025	SILLIMAN SPA TROUBLESHOOTING 05/09/25		626.00
	270185		05/16/2025	CARBON DIOXIDE REFILL 05/09/25		939.64
Check	06/05/2025	14180	Accounts Payable	LEARN, DESIGN, APPLY INC.		15,000.00
	Invoice		Date	Description	Check Sort Code	Amount
	LDA-1212		05/12/2025	GRANT WRITING - CALIFORNIA BEAD APPLICATION DUE 05/09/25		15,000.00
Check	06/05/2025	14181	Accounts Payable	GOVERNMENT TECHNOLOGY GROUP, LLC		15,705.00
	Invoice		Date	Description	Check Sort Code	Amount
	209		05/16/2025	BROADBAND MASTER PLAN INITIATIVES - 90% COMPLETION 05/16/25		15,705.00
Check	06/05/2025	14182	Accounts Payable	LOOMIS		364.93
	Invoice		Date	Description	Check Sort Code	Amount
	13749237		05/31/2025	ARMORED CAR SERVICE - 05/25		364.93
Check	06/05/2025	14183	Accounts Payable	LPC SERVICES, INC.		267.00
	Invoice		Date	Description	Check Sort Code	Amount
	80292		04/28/2025	PEST SERVICES - CITY HALL #102699 4/28/25		267.00
Check	06/05/2025	14184	Accounts Payable	LYNN PEAVEY COMPANY		454.63
	Invoice		Date	Description	Check Sort Code	Amount
	418205		05/16/2025	KIT CO GSR		113.52
	418170		05/15/2025	EVIDENCE SUPPLIES		341.11
Check	06/05/2025	14185	Accounts Payable	MIKE YORKS INVESTIGATIONS		16,200.00
	Invoice		Date	Description	Check Sort Code	Amount
	2025-20		05/20/2025	BACKGROUND INVESTIGATIONS 04/23-05/20/25		825.00
	2025-17		05/20/2025	BACKGROUND INVESTIGATIONS 04/18-05/21/25		3,075.00
	2025-14		05/27/2025	BACKGROUND INVESTIGATIONS 04/02-05/27/25		3,075.00
	2025-22		05/31/2025	BACKGROUND INVESTIGATIONS 05/19-05/31/25		3,075.00
	2025-21		05/31/2025	BACKGROUND INVESTIGATIONS 05/05-05/31/25		3,075.00
	2025-23		05/31/2025	BACKGROUND INVESTIGATIONS 05/28-05/31/25		3,075.00
Check	06/05/2025	14186	Accounts Payable	MUNICIPAL RESOURCE GROUP, LLC		25,321.45
	Invoice		Date	Description	Check Sort Code	Amount
	250496		05/13/2025	HUMAN RESOURCES DIRECTOR RECRUITMENT SVCS-FINAL 50% 04/25		12,250.00
	250433		04/23/2025	HUMAN RESOURCES DIRECTOR RECRUITMENT SERVICES -1ST 50% 03/2025		13,071.45
Check	06/05/2025	14187	Accounts Payable	NAVIA BENEFIT SOLUTIONS CLIENT PAY		200.00
	Invoice		Date	Description	Check Sort Code	Amount
	10979067		05/30/2025	FY 24/25 COBRA ADMINISTRATION FEES - 05/01/25 TO 05/31/25		200.00
Check	06/05/2025	14188	Accounts Payable	OAKLAND AUDIO-VISUAL SERVICE INC		11,254.00
	Invoice		Date	Description	Check Sort Code	Amount
	0026549		05/23/2025	OAVS AUDIO-VISUAL TECHNICAL SHOW FOR SOTC 05/23/25		11,254.00
Check	06/05/2025	14189	Accounts Payable	OWEN EQUIPMENT CO		1,545.69
	Invoice		Date	Description	Check Sort Code	Amount

	00066459		02/25/2025	VACTOR HOSE REEL REPAIR 02/25/25		1,545.69
Check	06/05/2025	14190	Accounts Payable	PEAK SOFTWARE SYSTEMS, INC		1,578.19
	Invoice		Date	Description	Check Sort Code	Amount
	028590		05/14/2025	NEW CARD READERS FOR FRONT DESK REGISTERS		800.25
	028593		05/16/2025	NEW RECEIPT PRINTERS FOR FRONT DESK REGISTERS		777.94
Check	06/05/2025	14191	Accounts Payable	MORGAN PEDERSEN		609.83
	Invoice		Date	Description	Check Sort Code	Amount
	051425EXP		05/14/2025	EXPENSE REIMBURSEMENT 05/14/25		359.53
	0428-051525EXP		05/20/2025	FINANCIAL WRKSHP/BTWD EVENT & CALED CONFERENCE 04/28-05/15/25		250.30
Check	06/05/2025	14192	Accounts Payable	RYAN PEREZ		82.35
	Invoice		Date	Description	Check Sort Code	Amount
	053025EXP		05/30/2025	JACKET REIMBURSEMENT 05/30/25		82.35
Check	06/05/2025	14193	Accounts Payable	PETERSON		1,940.52
	Invoice		Date	Description	Check Sort Code	Amount
	PC001896173		05/15/2025	TRACTOR HOSE		1,232.79
	PC001896329		05/16/2025	CAT FILTER, SEAL, BOLT AND CABLES		707.73
Check	06/05/2025	14194	Accounts Payable	PHOENIX GROUP INFORMATION SYSTEMS		731.25
	Invoice		Date	Description	Check Sort Code	Amount
	042025101		05/14/2025	PARKING CITATION PROGRAM APRIL 2025		731.25
Check	06/05/2025	14195	Accounts Payable	PODIUMS DIRECT CORPORATION		2,805.00
	Invoice		Date	Description	Check Sort Code	Amount
	105342		05/15/2025	PODIUM K-2 WITH ACCESSORIES		2,805.00
Check	06/05/2025	14196	Accounts Payable	ALAMEDA COUNTY REGISTRAR OF VOTERS		119,212.34
	Invoice		Date	Description	Check Sort Code	Amount
	110524-43		05/01/2025	NOVEMBER 5, 2024 GENERAL ELECTION COSTS		119,212.34
Check	06/05/2025	14197	Accounts Payable	EDDA RIVERA		18.20
	Invoice		Date	Description	Check Sort Code	Amount
	052925EXP		05/29/2025	MILEAGE REIMBURSEMENT FOR DEPARTMENT RETREAT 05/09/25		18.20
Check	06/05/2025	14198	Accounts Payable	ROADRUNNER GLASS DOOR, INC		1,330.83
	Invoice		Date	Description	Check Sort Code	Amount
	14964		12/18/2024	WINDOW TINTING AT SILLIMAN 12/18/24		1,330.83
Check	06/05/2025	14199	Accounts Payable	SHUTE, MIHALY & WEINBERGER LLP		29,901.36
	Invoice		Date	Description	Check Sort Code	Amount
	290181		02/25/2025	LEGAL SERVICES - SANCTUARY WEST - SVCS THRU 01/31/25		7,891.17
	290682		03/25/2025	LEGAL SERVICES - SANCTUARY WEST - SVCS THRU 02/28/25		14,855.93
	291144		04/25/2025	LEGAL SERVICES - SANCTUARY WEST - SVCS THRU 03/31/25		1,816.10
	291544		05/12/2025	LEGAL SERVICES - SANCTUARY WEST - SVCS THRU 04/30/25		5,331.30
	289728-2		01/22/2025	LEGAL SERVICES - SANCTUARY WEST - SVCS THRU 12/31/24		6.86
Check	06/05/2025	14200	Accounts Payable	LEHR		3,662.50

	Invoice	Date	Description	Check Sort Code	Amount
	SI105662	07/28/2024	SIREN REPAIR 07/28/24		912.50
	SI105663	07/28/2024	BUMPER LIGHT REPAIR 07/28/24		1,175.00
	SI112517	11/27/2024	REPROGRAM LIGHTBAR 11/27/24		1,575.00
Check	06/05/2025	14201 Accounts Payable	SYSERCO, INC		49,753.80
	Invoice	Date	Description	Check Sort Code	Amount
	33214	04/30/2025	SILLIMAN LIGHT CONTROL UPGRADE PROJ 1153 04/30/25		27,299.10
	32676	01/31/2025	SILLIMAN LIGHT CONTROL UPGRADE PROJ 1153 01/31/25		6,389.60
	32864	02/28/2025	SILLIMAN LIGHT CONTROL UPGRADE PROJ 1153 02/28/25		16,065.10
Check	06/05/2025	14202 Accounts Payable	TIREHUB, LLC		1,381.56
	Invoice	Date	Description	Check Sort Code	Amount
	47934752	02/26/2025	TIRES - GY ASSUR MAXLIFE BW		805.98
	47071862	01/11/2025	TIRES - GY ASSUR MAXLIFE BW		120.28
	47913801	02/25/2025	TIRES-GY ASSUR MAXLIFE BW		455.30
Check	06/05/2025	14203 Accounts Payable	UNION PACIFIC RAILROAD COMPANY		3,518.85
	Invoice	Date	Description	Check Sort Code	Amount
	90145284	04/11/2025	REIMBURSEMENT AGREEMENT QUIET ZONE SERVICES, PROJECT 1276 03/25		3,518.85
Check	06/05/2025	14204 Accounts Payable	VERIZON WIRELESS		12,525.93
	Invoice	Date	Description	Check Sort Code	Amount
	6113799256	05/18/2025	WIRELESS SERVICE 04/19-05/18/25		12,525.93
Check	06/05/2025	14205 Accounts Payable	DAILY JOURNAL CORPORATION		60.00
	Invoice	Date	Description	Check Sort Code	Amount
	B3930107	05/28/2025	PC PH NOTICE - FEAR OVERLOAD HAUNTED HOUSE 5/27/25		60.00
Check	06/05/2025	14206 Accounts Payable	ORION SECURITY		1,155.20
	Invoice	Date	Description	Check Sort Code	Amount
	131772	05/24/2025	UNARMED, UNIFORMED SECURITY GUARD 05/19/25-05/22/25		1,155.20
Check	06/05/2025	14207 Accounts Payable	FREEDOM FOREVER LLC		249.60
	Invoice	Date	Description	Check Sort Code	Amount
	R26173	05/14/2025	PV2024-0050 80% REFUND		249.60
Check	06/05/2025	14208 Accounts Payable	KNOPP , RIK		1,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	2025-00001996	05/22/2025	SPECIAL EVENT PERMIT SECURITY DEPOSIT REFUND		1,000.00
EFT	06/05/2025	1566 Accounts Payable	CLIENTFIRST TECHNOLOGY CONSULTING	122037760 / 001064667052	4,008.20
	Invoice	Date	Description	Check Sort Code	Amount
	18271	04/30/2025	SECURITY CAMERAS BLDG ACCESS MGMT 04/01-04/30/25		4,008.20
EFT	06/05/2025	1567 Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC. (ACH)	026009674 / 351510	2,304.90
	Invoice	Date	Description	Check Sort Code	Amount
	55Y1529108	04/25/2025	COPIER LEASE YEAR 3 OF 5 - OVERAGES 03/21-04/20/25		2,304.90
EFT	06/05/2025	1568 Accounts Payable	REDWOOD PUBLIC LAW, LLP	121000358 / 325192270245	87,629.93
	Invoice	Date	Description	Check Sort Code	Amount

14416	03/31/2025	LEGAL SVCS/SANCTUARY WEST/ACQ. OF PROPERTY - SVCS THRU 03/31/25	2,782.00
15005	04/30/2025	LEGAL SERVICES THROUGH APRIL 30, 2025	2,074.00
15006	04/30/2025	LEGAL SERVICES THROUGH APRIL 30, 2025	1,156.00
15008	04/30/2025	LEGAL SERVICES THROUGH APRIL 30, 2025	107.00
15009	04/30/2025	LEGAL SERVICES THROUGH APRIL 30, 2025	13,846.00
15010	04/30/2025	LEGAL SERVICES THROUGH APRIL 30, 2025	9,361.50
15012	04/30/2025	LEGAL SERVICES THROUGH APRIL 30, 2025	4,080.00
15013	04/30/2025	LEGAL SERVICES THROUGH APRIL 30, 2025	8,134.50
15015	04/30/2025	LEGAL SERVICES THROUGH APRIL 30, 2025	4,412.00
15016	04/30/2025	LEGAL SERVICES THROUGH APRIL 30, 2025	1,496.00
15019	04/30/2025	LEGAL SERVICES THROUGH APRIL 30, 2025	360.43
15011	04/30/2025	LEGAL SERVICES FOR MOWRY VILLAGE PROJECT - SVCS THRU 04/30/25	8,701.00
15014	04/30/2025	LEGAL SERVICES FOR PROLOGIS DESIGN REVIEW - SVCS THRU 4/30/25	802.50
15002	04/30/2025	LEGAL SVCS/SANCTUARY WEST/ACQ. OF PROPERTY - SVCS THRU 04/30/25	3,049.50
13825	01/31/2025	LEGAL SVCS/SAHA PROJECT/MATTER ID: 489.1014 - SVCS THRU 1/31/25	8,164.00
14099	02/28/2025	LEGAL SVCS/SAHA PROJECT/MATTER ID: 489.1014 - SVCS THRU 2/28/25	17,016.50
14428	03/31/2025	LEGAL SVCS/SAHA PROJECT/MATTER ID: 489.1014 - SVCS THRU 3/31/25	2,087.00
AP ZBA ACCOUNTS PAYABLE Totals:		Transactions: 66	$641,064.11

Checks:	63	$547,121.08
EFTs:	3	$93,943.03

STAFF REPORT

Item D. 2.

DATE	06/26/2025
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Approval of June 5 and June 12, 2025, minutes

Attachments

June 5, 2025 Minutes
June 12, 2025 Minutes

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

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

Draft Minutes
Thursday, June 5, 2025
6:00 P.M

A. ROLL CALL

Mayor Hannon called the meeting to order at 6:00 p.m. Council Members Grindall, Jorgens, Catancio, and Vice Mayor Little were present.

B. CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Government Code Section 54956.8
Property: Assessor's Parcel Number 901-200-16; 901-200-17
Agency negotiator: David J. Benoun, City Manager and Steven Turner, Community Development Director
Negotiating parties: LS Newark LLC/Franco Tenerelli ESQ
Under negotiation: Price and terms of payment

No one from the public requested to speak.

At 6:01 p.m. the City Council recessed into a Closed Session.

At 7:26 p.m. the City Council reconvened in open session.

C. ADJOURNMENT

Mayor Hannon adjourned the meeting at 7:26 p.m.

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

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

Draft

Thursday, June 12, 2025
7:00 P.M.

A. ROLL CALL

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

Mayor Hannon announced that he would adjourn the meeting in memory of Alexander Harteau.

B. PRESENTATIONS

1. Introduction of employee(s)

Mayor Hannon introduced: Brittney Frye, Human Resources Director; Jerrald Yang, Associate Civil Engineer; and Tim Au, Associate Civil Engineer

2. Proclaiming June 19, 2025, as Juneteenth

Mayor Hannon presented the proclamation to the Afro American Cultural and Historical Society members Jean Ficklin and Sandra Smith; City Staff members Danielle Cranon-Jones, Tianna Jones, and Raquel Thomas; and Alameda County Fire Department employee Adrienne Frazier

Jean Ficklin and Danielle Cranon-Jones each spoke about the history leading up to Juneteenth.

C. PUBLIC COMMENT

No one from the public requested to speak.

D. CONSENT CALENDAR

Council Member Jorgens moved, Council Member Catancio seconded, to approve Consent Calendar items D.1 to D.5 and that reading of the titles suffice for adoption. The motion passed, 4 AYES, 1 ABSENT.

1. Approval of Audited Demands

2. Approval of May 22, 2025, minutes

3. Adopt a Resolution Authorizing the City Manager to Execute a Third Amendment to the Contractual Services Agreement with Good City Company for Professional Planning Services
   Resolution No. 11748

4. Adopt a resolution establishing the Fiscal Year 2025-26 Tax Appropriations Limit
   Resolution No. 11749

5. Adopt a resolution approving the Road Repair and Accountability Act of 2017 (Senate Bill 1) Fiscal Year 2026 Project List
   Resolution No. 11750

E. PUBLIC HEARINGS

1. Hearing to consider property owners' objections to the 2025 Weed Abatement Program and instruction to the Superintendent of Streets to abate the public nuisances
   Motion

   Maintenance Superintendent Connolly gave the staff report recommending approval.

At 7:30 pm Mayor Hannon opened the public hearing.

No one requested to speak.

Mayor Hannon closed the public hearing at 7:31 p.m.

Moved by Council Member Jorgens, seconded by Vice Mayor Little to instruct the Superintendent of Streets to abate the public nuisances. The motion passed 4 AYES, 1 ABSENT.

1. Public Hearing to consider adoption of a resolution approving the Fiscal Year 2025-26 Master Fee Schedule and related fee adjustments
Resolution No. 11751

Senior Accountant Villanueva gave the staff report recommending approval.

At 7:34 pm Mayor Hannon opened the public hearing.

No one requested to speak.

Mayor Hannon closed the public hearing at 7:35 p.m.

Moved by Vice Mayor Little, seconded Council Member Catancio to adopt a resolution approving the Fiscal Year 2025-26 Master Fee Schedule and related fee adjustments. The motion passed 4 AYES, 1 ABSENT.

F. OTHER BUSINESS

G. CITY MANAGER UPDATES

Assistant City Manager Hovorka announced: Groovin' at the Grove Concerts start on June 13, 2025; 2nd Annual Juneteenth Celebration will be held on June 19, 2025; Big Truck Day will be held on June 24, 2025; Seniors Self Defense Seminar will be held on June 26, 2025; Small Business Workshop Series: Make your Food Business More Profitable will begin on June 23, 2025; and a Sea Level Rise Community Outreach Event will be held on June 25, 2025.

H. CITY COUNCIL MATTERS

Council Member Catancio thanked the Mayor for adjourning the meeting in memory of Alexander Harteau. She highlighted the successful graduation ceremonies, Community Development Director Turner's presentation to the Optimist Club, the Fishing in the City event, she spoke at the American Association of University Women event, and she celebrated Pride Month with Assemblymember Lee at an event in the City of Fremont.

Vice Mayor Little thanked city staff for the Fishing in the City event.

Mayor Hannon congratulated the firefighter academy graduates, he thanked City Manager Benoun and Assistant City Manager Hovorka for gathering information over the weekend to submit to State Senator Wahab for potential City funding.

Mayor Hannon stated that Newark promotes inclusiveness and respect as a Welcoming City, does not participate in enforcement of federal immigration laws, and supports the First Amendment right to free speech and to protest peacefully.

Vice Mayor Little restated the Mayor's Welcoming City comments in Spanish.

I. CLOSED SESSION

J. ADJOURNMENT

At 7:47 p.m., Mayor Hannon adjourned the meeting in memory of Alexander Harteau.

STAFF REPORT

Item D. 3.

DATE	06/26/2025
TO	Honorable Mayor and City Council Members
FROM	Ed Miranda, Information Technology Director/CIO
SUBJECT	Adopt a resolution authorizing the City Manager to execute a purchase order with Dell Marketing, L.P. (Dell) in an amount not to exceed $475,785 for the renewal of licenses and software assurance and subscription services for three years

SUMMARY AND RECOMMENDATION

The City uses Microsoft products for daily operations; tools that are critical to internal City communications, data analysis, document creation, and system operations. The City's current agreement for Microsoft products is set to expire in July 2025. Staff recommends that the City Council, by resolution, approve and authorize the City Manager to execute a purchase order with Dell Marketing, L.P. (Dell) in the amount not to exceed $475,785 for a three-year Microsoft Enterprise Agreement.

BACKGROUND

In 2020, the City began using Microsoft 365 and Office 365 through a Microsoft Enterprise Agreement. This agreement bundles licenses and services under a cost-effective, multi-year contract. The current three-year agreement began in 2022, and Dell Marketing, L.P. was selected based on their pricing through a competitive Riverside County contract.

Each year, Microsoft requires a "true-up" process, where the City reports any increase in license usage (e.g., from new hires or added services) and pays for the difference. In 2023 and 2024, true-up costs included the addition of servers and software to support growing demands, including GIS, building permits, public safety analytics, and payroll systems. In addition to Microsoft 365 and Office 365, software needs include Power BI, Teams, Visio, and Azure.

DISCUSSION/ANALYSIS

Renewing the Microsoft Enterprise Agreement ensures:
- Business Continuity: Microsoft software is foundational to the City's operations.
- Scalability: New staff and added services will require new licenses, which are covered by this agreement.
- Cost Efficiency: Buying through Dell under the Riverside County Master Agreement provides competitive pricing.

- Compliance: The annual true-up process ensures the City stays in line with licensing terms.

The Information Technology Department has reviewed current and projected needs and worked with Dell to finalize pricing. The proposal includes a 10% contingency to cover any future increases in software or service needs during the contract term.

Cost Comparison:
Current Agreement (2022–2025):
2022: $120,222.75
2023: $177,271.46 (includes $57,048.71 true-up)
2024: $126,026.55 (includes $5,803.80 true-up)
Total: $423,521.76

Proposed Renewal (2025–2028):
2025: $144,177.26
2026: $144,177.26
2027: $144,177.26
Subtotal: $432,531.78
Contingency (10%): $43,253.18
Total Not to Exceed: $475,784.96

FISCAL IMPACT

If approved, the City would be required to make three annual payments of $144,177.26 in Fiscal Years 2025-26, 2026-27, and 2027-28. The Information Technology Department has already anticipated and appropriated the first payment for Fiscal Year 2025-26 in the adopted 2024-2026 Biennial Budget. The remaining payments for Fiscal Years 2026-27 and 2027-28 will be included in the proposed 2026-2028 Biennial Budget and presented to the City Council for approval as part of the regular budget process.

REVIEW AND APPROVAL

Prepared by - Edwin J. Miranda, CIO/IT Director
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

Dell Marketing, L.P. Resolution

Dell Marketing, L.P. Quote

Dell Licensing Support Provider (LSP) Agreement

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER WITH DELL MARKETING, L.P. IN AN AMOUNT NOT TO EXCEED $475,785 FOR THE RENEWAL OF MICROSOFT ENTERPRISE AGREEMENT LICENSING, SOFTWARE ASSURANCE, AND SUBSCRIPTION SERVICES FOR THREE YEARS

WHEREAS, the City relies on Microsoft software products including Microsoft 365, Office 365, Power BI, Teams, Visio, and Azure for its daily operations, supporting essential services such as Public Safety, Community Development, Finance, and Information Technology; and

WHEREAS, in July 2022, the City entered into a three-year Microsoft Enterprise Agreement with Dell Marketing, L.P. under a competitively bid Riverside County Master Agreement, at an original not-to-exceed cost of $360,668.25, as authorized by Resolution No. 11,374; and

WHEREAS, in 2023, the agreement was amended to reflect increased licensing needs due to staff growth and new system requirements, resulting in true-up costs and raising the contract total to $423,521.96 as authorized by Resolution No. 11,669; and

WHEREAS, the current Enterprise Agreement will expire in July 2025, and the City desires to renew licensing, software assurance, and subscription services for a new three-year term through Dell Marketing, L.P.; and

WHEREAS, the proposed agreement includes a contingency amount to address potential future licensing needs, bringing the total not-to-exceed amount to $475,785 for Fiscal Years 2025–26, 2026-27 and 2027–28; and

WHEREAS, Dell Marketing, L.P. continues to provide these services under a cooperative purchasing agreement that meets the City's procurement requirements (Licensing Support Provider Agreement No. ITARC-00934, expiring October 31, 2027).

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby authorizes the City Manager to execute, in a form approved by the City Attorney, a purchase order and any necessary related documents with Dell Marketing, L.P. in an amount not to exceed $475,785 for the renewal of Microsoft Enterprise Agreement licensing and support services for a term of three years.

Dell Customer Confidential

Quotation

Sam Andrews
sam.andrews@dell.com
512.720.4469

Customer: City of Newark
Contract: Riverside County Master Agreement - ITARC-00934 (8084445) **Date of Issue:** 3/11/2025
Microsoft Enterprise Agreement (EA) #: Renewal of 8643602, exp 7/2025 **Quote Expires:** 4/30/2025

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
Win Server Standard Core ALng SA 16L	9EM-00267	11	$172.97		$1,902.67
Win Server DC Core ALng SA 16L	9EA-00273	18	$1,137.42		$20,473.56
Win Server External Connector ALng SA	R39-00396	3	$373.02		$1,119.06
SQL Server Standard Core ALng SA 2L *(timecard + HDL)*	7NQ-00292	4	$662.43		$2,649.72
SQL Server Standard ALng SA *(PW server)*	228-04433	1	$165.85		$165.85
		Annual Payment Section 1:			$26,310.86

Section 2- Monthly Subscriptions

Product Description	Mfg#	Quantity	Months	Unit Price	Ext. Price
Enterprise Online Services Products					
M365 G3 Unified FUSL GCC Sub Per User	AAD-34704	270	12	$32.94	$106,725.60
O365 G1 GCC Sub Per User	U4S-00002	20	12	$9.15	$2,196.00
EMS G3 GCC ALng Sub Per User	AAD-32907	20	12	$8.79	$2,109.60
Win E3 ALng Sub MVL Per User	AAA-10787	20	12	$5.15	$1,236.00
					$0.00
Additional Online Services Products					
Visio P2 GCC Sub Per User	P3U-00001	20	12	$11.66	$2,798.40
Power BI Pro GCC Sub Per User	DDJ-00001	10	12	$12.94	$1,552.80
Teams AC with Dial Out US/CA GCC Sub Add-on	NYH-00001	290	12	$0.00	$0.00
Azure prepayment - US Gov	J5U-00001	1	12	$104.00	$1,248.00
					$0.00
		Annual Payment Section 2:			$117,866.40

Notes:

Total Annual Payment Yr 1	$144,177.26
Total Annual Payment Yr 2	$144,177.26
Total Annual Payment Yr 3	$144,177.26
Total of 3 years of Payments	$432,531.78

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.

LICENSED SUPPORT PROVIDER (LSP) AGREEMENT No. ITARC-00934 For MICROSOFT PRODUCTS AND SERVICES UNDER MICROSOFT EA NO. 8084445 BETWEEN COUNTY OF RIVERSIDE And DELL MARKETING, L.P.

This Agreement is entered between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"), and Dell Marketing, L.P., A Texas Limited Partnership authorized to conduct business in the State of California (herein referred to as "LSP") of Microsoft Licensing Solution Provider, effective from November 01.2024 and continues in effect through October 31, 2027, based on LSP's response to RFQ no. ITARC-532 for Microsoft products and services under Microsoft EA no. 8084445. The parties agree as follows:

1. LSP's sale and County's use of the Microsoft Software and Online Services performed by Microsoft shall be subject to the terms and conditions set forth in the Microsoft Enterprise Agreement (8084445) between the County and Microsoft. LSP shall not be responsible or liable for Microsoft's performance of its obligations under the Enterprise Agreement.

2. **Period of Performance:**

This Agreement shall be effective from November 01.2024 and continues in effect through October 31, 2027, with the option to renew for an additional three-year period expiring on October 31, 2030, with no obligation by the County of Riverside to purchase any specified amount of goods or services. In addition, the County may at any time choose to transfer the enrollment from one LSP to another LSP pursuant to the transfer terms set by Microsoft.

The period of performance for the enrollment with the LSP may be for up to a three-year term with the option to renew the enrollments with contracted LSP through the LSP contract expiration date.

3. **Compensation**

The COUNTY shall pay the LSP for products at the cost as stated in Exhibit A, incurred in accordance with the terms of this Agreement. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

Non-Appropriations: The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes,

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Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Hold Harmless/Indemnification:

4.1 LSP shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services, or acts or omissions, of LSP, its officers, employees, subcontractor, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. LSP shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

4.2 With respect to any action or claim subject to indemnification herein by LSP. LSP shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes LSP indemnification to Indemnitees as set forth herein.

4.3 LSP obligation hereunder shall be satisfied when LSP has provided to County the appropriate form of dismissal relieving county from any liability for the action or claim involved.

5 Termination:

5.1 County may terminate this Agreement without cause upon thirty (30) days written notice served upon the LSP stating the extent and effective date of termination.

5.2 If the LSP is in default, refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure after 30 days after written notice is given . The County may terminate this agreement for Cause. In the event of such termination, the County may proceed with the work in any manner deemed proper by County.

5.3 LSP rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by LSP; or in the event of LSP unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

6. Alteration or Changes to the Agreement

The Board of Supervisors and the County Purchasing Agent and/or his designee is the only authorized County representatives who may at any time, by written order, alter this Agreement. If

any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

7. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY
Riverside County Information Technology
Attn: Procurement Contract Specialist
3450 14th Street
Riverside, CA 92501

LSP
Dell Marketing, L.P.
Attn: Sarina Konnoff
One Dell Way
Round Rock, TX 78682
Sarina.Konnoff@Dell.com
Dell_Legal_Notices@Dell.com

8. Insurance

Without limiting or diminishing the LSP'S obligation to indemnify or hold the COUNTY harmless, LSP shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the LSP has employees as defined by the State of California, the LSP shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the COUNTY as Additional Insureds.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of LSP'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than $2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement

or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

C. Insurance Requirements for IT Contractor Services:

LSP shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the LSP, its agents, representatives, or employees. LSP shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by LSP in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the LSP maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the LSP. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions – All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2) The LSP must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds $500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, LSP'S carriers shall either: 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) LSP shall cause LSP'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If LSP insurance carrier(s) policies does not meet the minimum notice requirement found herein, LSP shall cause LSP's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.
4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. LSP shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
5) It is understood and agreed to by the parties hereto that the LSP's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the LSP has become inadequate.
7) LSP shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
9) LSP agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement

9. General:

9.1 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

9.2 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

9.3 The following documents are attached to and incorporated into this Agreement:

Exhibit A: Scope and pricing.
Exhibit B: LSP Reporting of Active Enrollments.
Exhibit C: Microsoft LSP Participation Form.
Exhibit D: Microsoft EA Benefits for Government Agencies.
Exhibit E: Microsoft Enterprise Agreements and Amendments.

E1) Microsoft Enterprise Agreement No. 8084445.
E2) Microsoft Select Plus Agreement No. 7756479.
E3) Amendments No. 1- EA Custom Terms CTM (Document No. CTM-CPT-OPT-FWK)
E4) Amendments No. 2- EA Custom Terms (Document No. CTM-FWK-CTC-AGR).

9.4 In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any of the attachments, purchase order(s), or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.

9.5 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic 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. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties

in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Chuck Washington
Chair of the Board of Supervisors

Dated: 9/10/2024

DELL MARKETING, L.P., A Texas Limited Partnership authorized to conduct business in the State of California

By: Katherine Castillo
Name: Katherine Castillo
Title: Paralegal Advisor

Dated: 07/16/2024

ATTEST:
Kimberly Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Paula Salcido
Deputy County Counsel

Dated: 7/22/2024

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Exhibit A
Scope and pricing

LSP's Scope and responsibilities

1. The Licensed Support Provider (LSP) will resell all available Microsoft Licensed Support Provider (LSP) for Microsoft Master Microsoft Enterprise Agreement No. 8084445; Software Licensing, Software Support, Cloud Services such as Azure, Industry Solutions Delivery (ISD) formerly Microsoft Consulting Services (MCS), Microsoft Unified Support and Microsoft incident response. Microsoft Select Plus Agreement No. 7756479.

2. The agreement with LSP as a LSP of the Microsoft Products and Services under Microsoft EA No. 8084445 is available for use by the County of Riverside and governmental agencies within the State of California. The LSP will serve as the liaison between the political entity for enrollments under the Microsoft EA.

3. The LSP agrees to extend the same pricing, similar terms, and conditions to every political entity, special district, in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the LSP of their choosing; and County shall in no way be responsible to any LSP for other entities' purchases.

4. The LSP may remain the LSP for the Three 3-year duration of the Enrolled Affiliate's Enterprise Agreement Enrollment. All True-Ups during the 3-year enrollment (orders for new products, etc.) by Enrolled Affiliates are required to be submitted only through the Affiliate's selected LSP. Multiple LSP's cannot service a single Enterprise Agreement Enrollment. Enrolled Affiliate may at any time choose to transfer their current enrollment from one LSP to another LSP pursuant to the transfer terms set by Microsoft.

5. The Enrolled Affiliate shall work with the LSP to determine the annual payment, true-up commitment schedule defined in their enrollment.

6. Each Affiliate will communicate to the LSP the compensation terms applicable to their agreement.

7. The LSP will provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (ie: monthly, quarterly, etc.).

8. The LSP will provide reports of licenses purchased and added on to enrollment according to Enrolled Affiliate's specifications. (Intended for an enrollment that has licenses for multiple agencies within a governmental body - ie county, city, etc.) Frequency will be determined by each Enrolled Affiliate (ie: monthly, quarterly, etc.).

9. The LSP will provide, at the Enrolled Affiliate's request, a licensing portal that allows the tracking of licenses beyond the capabilities of the Microsoft VLSC. This portal will show, but not be limited to, all licenses on the current enrollment, quantities of said licenses, track licenses at department/agency levels, transfer licenses to and from each department/agency, and have reporting functionalities.

10. The LSP will provide training to the Enrolled Affiliate's Microsoft administrators on Microsoft portals such as the VLSC, Office 365, Azure, etc. within 30 days of receiving a purchase order for such products that introduce a new portal. LSP should outline what aspects of training they feel would be beneficial in their proposal.

11. The LSP will provide documentation to the Enrolled Affiliate within 90 days of when Microsoft has made a change to a license and advise of any grandfather or conversion rights within that same timeframe.

12. The LSP will provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.

13. The LSP will provide an updated price list on an annual basis or when Microsoft changes price point, whichever is sooner, in an Excel spreadsheet to the Enrolled Affiliate. This price list must capture, at minimum, the following categories for each product: SKU, product description, MSRP, NET (Level D), LSP's uplift and contracted unit price.

14. The LSP shall provide a list of enrollments. The list of enrollments is due 30 days after the contract signature and on January 15th of each calendar year during the agreement period. This list will include the agency name, contact person, email and phone number and annual spend. The intent of this is to track how many agencies within the State of California piggyback off of the Master Agreement.

15. The LSP will be charged 1.00% of the annual enrollment sales amount to leverage the Riverside County Master Microsoft Agreement No.8084445, and Select Plus Agreement No.7756479, which payment includes Software Licensing, Software Support, Cloud Services such as Azure, Industry Solutions Delivery (ISD), Microsoft Consulting Services (MCS), Microsoft Unified Support and Microsoft incident response. This administrative fee will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments.

16. The Servicing LSP shall provide Microsoft Enterprise Support Services from Microsoft to assist customers leveraging this contract vehicle in operation of the technology acquired and assist Riverside Master Participants in maximizing the benefits of this investment.

17. The Servicing LSP shall provide the ability to for the acquisition of Microsoft services as the demand for individual product services or capabilities expand. The servicing LSP shall provide services to include Microsoft Unified, Industry Solutions Delivery (ISD), and Microsoft incident response. The Servicing LSP will have a valid Microsoft Master Services Agreement on file with Microsoft in order to resell Microsoft Unified Support, and Industry Solutions Delivery (ISD). Additionally, the contractor shall provide Microsoft dedicated Technical Support representatives and subject matter experts provided via the Microsoft enterprise agreement to support and assist Riverside County master participants in analyzing, architecting, implementing, managing, and operating solutions based on the licenses previously acquired or to be purchased in accordance with the terms of the Microsoft enterprise licensing program.

18. LSP will be responsible for submitting a completed "Reporting of Active Enrollments" by January 15th of each year for the prior calendar year.

19. The County of Riverside Information Technology (RCIT) will invoice the Awarded LSP annually based on the enrollments verified from LSP Reporting of Active Enrollments.

20. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

21. The administrative fee shall not be included as an adjustment to LSP's Master Agreement pricing.

22. The administrative fee shall not be invoiced or charged to the Enrolled Affiliate.

23. Administrative fee checks shall be submitted to:

Riverside County Information Technology
Attn: Accounts Receivable
3450 14th Street, 4th Floor
Riverside, CA 92501

Pricing:

1. Microsoft Enterprise License Subscription and services

Item Description	Price Level	Markup %
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D	4.00
Enterprise Products (Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite).	Level D	4.00
Additional Products (M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc).	Level D	4.00
Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	4.00
All products for Select Plus Agreement No.7756479.		4.00
Microsoft Unified Support Services		4.00
Microsoft Consulting Services		4.00
Microsoft Incident Response		4.00

2. License Support Provider (LSP) Solution Area Specific Capability:

Solution Area Specific Capability	Number	Customer Size	Reference?
Number of successful customer production mail deployments/migrations?	100+	10,000+	Yes
Number of successful customer production SharePoint deployments/migrations?	100+	10,000+	Yes
Number of successful customer production Teams deployments/migrations?	100+	10,000+	Yes
Number of successful customer production Teams Voice deployments/PBX migrations?	100+	10,000+	Yes
Number of people with specialized expertise on technologies listed above	200+		

3. License Support Provider (LSP) service rates:

Data and Artificial Intelligent	Certified Competency (Yes/No)	Hourly Rate (On Premise)
Build Intelligent Apps	Yes	$50 - $475
Build Intelligent Agents	Yes	$50 - $475
Machine Learning	Yes	$50 - $475
Internet of Things	Yes	$50 - $475
Globally distributed data	Yes	$50 - $475
OSS Databases	Yes	$50 - $475
Cloud Scale Analytics	Yes	$50 - $475
Data Platform Modernization to Azure	Yes	$50 - $475
Windows Server on Azure	Yes	$50 - $475
Security & Management	Yes	$50 - $475
Datacenter Migration	Yes	$50 - $475
Modern Business Intelligence	Yes	$50 - $475
Copilot	Yes	$50 - $475
Biz Apps		
Customer Service	Yes	$50 - $475
Field Service	Yes	$50 - $475
Marketing	Yes	$50 - $475
Talent	Yes	$50 - $475
Finance and Operations	Yes	$50 - $475
Business Central	Yes	$50 - $475
Power Apps	Yes	$50 - $475
Power BI	Yes	$50 - $475
Apps and Infrastructure		
Azure Stack	Yes	$50 - $475
High Performance Compute	Yes	$50 - $475
Cloud Native Apps using Serverless	Yes	$50 - $475
Modernize Apps	Yes	$50 - $475
SAP on Azure	No	NA
Linux on Azure	Yes	$50 - $475
Dev Ops	Yes	$50 - $475
Business Continuity & Disaster Recovery	Yes	$50 - $475
Windows Server on Azure	Yes	$50 - $475
Security & Management	Yes	$50 - $475
Datacenter Migration	Yes	$50 - $475
Modern Workplace		
User Adoption & Change Management	Yes	$50 - $475
Security	Yes	$50 - $475
GDPR & Compliance	Yes	$50 - $475
Teamwork	Yes	$50 - $475
Calling & Meetings	Yes	$50 - $475
Modern Desktop	Yes	$50 - $475
Office 365 Migration Assistance	Yes	$50 - $475
Mail	Yes	$50 - $475
Teams	Yes	$50 - $475
SharePoint	Yes	$50 - $475
OneDrive	Yes	$50 - $475

Exhibit B

LSP REPORTING OF ACTIVE ENROLLMENTS
MICROSOFT ENTERPRISE AGREEMENT No. 8084445

LSP Name	*Company name*
RIVCO Contract ID	TBD

Master Enrollment	Enrollment Number:	Enrollment Entity:	Start Date:	End Date:	Annual Sales Reporting Term: Calendar Year	Enrollment Contact:	Enrollment Contact Email:	Enrollment Contact Tel:
		County of Riverside	XX/XX/XXXX	XX/XX/XXXX		John Doe		

Exhibit C
MICROSOFT LSP PARTICIPATION FORM

Dell Confidential - Confidential

JIM SMITH
Chief Information Officer

DARRYL POLK
Chief Technology Officer

TRACY TILLMAN
Deputy Director Admin – IT

ANTHONY CHOGYOJI
Chief Information Security Officer

RCIT

MARTIN PEREZ, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau

KARAN CHANDRAN, ACIO
Technology Services Bureau

Microsoft LSP Participation Form
(RFQ # ITARC-00532 Attachment 2)

Complete this form and return to:	Payment should be made to:
Attention: Linda Fakhouri E-mail: lfakhouri@rivco.org	Riverside County Information Technology 3450 14th Street, Fourth Floor Riverside, CA 92501 County of Riverside TIN #: 95-6000930

Company Name: Dell Marketing, L.P.

Name: Sarina Konnoff Title: Proposal Manager

Address: One Dell Way

City: Round Rock, TX Zip Code: 78682 Telephone #: 925-200-8506

Fax #: N/A Email: Sarina.Konnoff@Dell.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8064445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ # ITARC-00532 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrolment activity and comply to the payment schedule per RFQ # ITARC-00532 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.

Signature: _____ Date: May 9, 2024

Printed Name: Sarina Konnoff Title: Proposal Manager

Exhibit D
Microsoft EA Benefits for Government Agencies

E1 Reduced Paperwork

Reduced number of separate documents to review – by consolidating amendments into a single document. Many of the amendments previously required are now built into the enrollment document. Customers utilizing the County of Riverside EA Master Agreement may choose either an Enterprise Enrollment or a Server and Cloud Enrollment (or both) depending on their needs.

E2 Standard Pricing Across all platforms

Microsoft will provide LSP's (authorized EA LSPs on this contract) with Government Level-D, pricing off of published "LSP cost" all platforms. Azure discount is a factor of the consumption rate. This will make it easy when calculating New, Additional product, and True-up purchases at the beginning or during your Enterprise Agreement Term. It also reduces possible confusion among partners.

E3 No charge Onboarding Services

Microsoft assisted onboarding is now a benefit of Office 365, Microsoft Intune, Azure AD Premium and Azure RMS. Eligible customers will receive guidance from a dedicated group of onboarding experts known as the Microsoft FastTrack Center (FTC) to onboard to these services. The FTC uses an onboarding approach known as FastTrack to help you, your IT Team, and or Partner, confidently onboard new users and capabilities. Programs are subject to change and/or evolve.

E4 No Charge Security Incident Assistance

Microsoft will engage special security teams in the event of an exploit if your organization leverages Microsoft security technologies as part of your enterprise agreement commitment. These teams will help you identify and stop the malicious attack and triage the incident. See your Microsoft Sales Executive for more details.

E5 Raise and lower commitment for hosted services during the Enterprise Agreement Period

You can raise your commitment for hosted services like O365, CRM, Azure during the current EA year and only commit to the remaining months in that year. Example: your anniversary for your Year-2 term is in November and your adding 100 Office 365 users in May. You will only be obligated to pay for the 6 months leading to your anniversary. Additionally, you can now true-down hosted services at your anniversary to the original commitment level as well.

E6 Additional Software Assurance benefits

- With New Version Rights, you can upgrade each Microsoft product license that is covered by active Software Assurance to the most recent version for no additional cost. When a new version of Microsoft Office is released during the term of your agreement, your licenses are automatically upgraded to the new version.

- Office Roaming Use Rights: Help expand end-user productivity and extend the value of your virtual desktop environment with Office Roaming Use Rights, which lets users with Software Assurance on Office, Project, or Visio remotely access their software on their virtual desktops from third-party devices.

- Spread Payments: Spread the costs of your License and Software Assurance purchase across three equal, annual sums versus one up-front payment to help reduce initial costs and aid in forecasting annual software budget requirements up to three years in advance. When you use the Spread Payments benefit, no interest or additional fees are incurred. You may also consider Microsoft Payment Solutions to help finance your technology needs, including software, services, partner products, and hardware. Although Microsoft Payment Solutions is not part of Software Assurance, you can choose it separate from, or in addition to, the Spread Payments benefit to create a customized payment structure.
- Step-Up Licensing: Volume Licensing customers with Software Assurance can migrate from a lower edition to a higher edition software product while maintaining their Software Assurance coverage on a given product. The Step-up License makes it easier for you to move from a lower level edition to a higher-level edition without incurring the full cost of licensing two separate editions of the software.

More information about the Software Assurance by products as listed above can be found at: https://www.microsoft.com/en-us/Licensing/licensing-programs/software-assurance-by-product.aspx?83ffdda4-a263-4123-9752-1122538c0a96=True

Exhibit E
Microsoft Enterprise Agreements and Amendments

E1) Microsoft Enterprise Agreement No. 8084445.
E2) Microsoft Select Plus Agreement No. 7756479.
E3) Amendments No. 1- EA Custom Terms CTM (Document No. CTM-CPT-OPT-FWK)
E4) Amendments No. 2- EA Custom Terms (Document No. CTM-FWK-CTC-AGR).

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	808444S

004-kayleed-S-04

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
Enterprise Agreement	X20-10209
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement> <Choose Enrollment/Registration>	Document Number or Code 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
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	CTM-CPT-OPT-FWK (new)

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)*	County of Riverside
Signature*	
Printed First and Last Name*	Richard R. Hai
Printed Title	Sr. Procurement Contract Specialist
Signature Date*	08/22/2019
Tax ID	

* *indicates required field*

FORM APPROVED COUNTY COUNSEL
BY: SUSANNA N. OH DATE 8/22/19

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)	8/23/2019

Microsoft
Microsoft Corporation
AUG 23 2019
Chance Krail
Duly Authorized on behalf of
Microsoft Corporation

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 physical media, 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
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number 8084445

004-kayleed-S-04

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 Agreement Custom Terms CTM

1. Section 6a, "Term", is hereby amended and restated as follows:

   a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

Product	Price Level	Examples include but are not limited to the following*:
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups)	Level D minus 2%	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5
Enterprise Products	Level D	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Level D	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.
Server and Tools Product (applies to Server and Cloud Enrollments only)	Level D	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.

*The examples include online services that are available in either the commercial or government cloud offerings.

**Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of "EO" in the tables for "Program Availability". The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated/revised or removed from the Enterprise program offering.

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:

- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

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:

Riverside County EA Amend 8.7.docx	CTM	CTM-CPT-OPT-FWK	BD

Microsoft

Volume Licensing

Enterprise Agreement

State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at http://www.microsoft.com/licensing/contracts and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

a. with regard to Customer,

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any 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 jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement 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. *How the Enterprise program works.*

a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.

b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. *Licenses for Products.*

a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.

b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.

c. **Applicable Use Rights.**

(i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.

(ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.

d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.

(i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

(ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.

f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. *Making copies of Products and re-imaging rights.*

a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.

b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.

c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

   (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.

   (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

   (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.

   (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

   Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. *Transferring and reassigning Licenses.*

a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:

   (i) an Affiliate, or

   (ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

operating division of Enrolled Affiliate or an Affiliate. (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from http://www.microsoft.com/licensing/contracts and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (includingthe applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights

6. *Term and termination.*

a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and

2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.

2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affilaite a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. **Effect of termination or expiration.** When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. **Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. *Use, ownership, rights, and restrictions.*

a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.

b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) () separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.

e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices

8. *Confidentiality.*

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services; and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. *Privacy and compliance with laws.*

a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. *Warranties.*

a. **Limited warranties and remedies.**

(i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.

(ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.

c. **Disclaimer. Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

11. *Defense of third party claims.*

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.

b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party

12. *Limitation of liability.*

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.

b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.

d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. *Verifying compliance.*

a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.

b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

14. *Miscellaneous.*

a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.

b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.

c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.

d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.

e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.

f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.

i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.

k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.

l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at https://www.microsoft.com/licensing/servicecenter. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.

o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at http://www.microsoft.com/enable.

p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on http://www.microsoft.com at such time.

q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Microsoft Volume Licensing

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to:

- ☐ MBSA
- ☒ Agreement
- ☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at https://licensing.microsoft.com.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ **This contact is a third party (not the entity). Warning:** This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861

Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. *Subscriptions manager.*

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. *Online services manager.*

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. *Customer Support Manager (CSM).*

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**

6. *Primary contact information.*

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* County of Riverside

Contact name*: First Jim Last Smith
Contact email address* jimsmith@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** CA **Postal code*** 92501-3861
Country* US
Phone* 951-231-5909 **Fax**

7. *Notices contact and online administrator information.*

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☒ *Same as primary contact*
Name of entity*
Contact name*: First Last
Contact email address*
Street address*
City* **State/Province*** **Postal code***
Country*
Phone* **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	

Proposal ID

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
Select Plus Agreement	X20-04874
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Select Plus Affiliate Registration Form	X20-04921
<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
Document Description	Document Number or Code
Document Description	Document Number or Code
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)* County of Riverside **Signature*** _____ **Printed First and Last Name*** Ines Mark **Printed Title*** Procurement Contract Specialist **Signature Date*** 07/17/2013
Tax ID 95-6000930

FORM APPROVED COUNTY COUNSEL
BY NEAL R. KIPNIS DATE 7/17/13

** indicates required field*

Microsoft Affiliate
Microsoft Licensing, GP
Signature _____
Printed First and Last Name
Printed Title
Signature Date (date Microsoft Affiliate countersigns)
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 physical media, 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 Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Prepared By:	Name of Preparer Email of Preparer

Select Plus License Program Agreement State and Local

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This Microsoft Select Plus Agreement is entered into between the entities identified on the signature form.

Effective date. The effective date of this agreement is the effective date of the first Affiliate Registration Form or the date Microsoft accepts this agreement, whichever is earlier.

This agreement consists of (1) the terms and conditions of this agreement and all attachments identified therein, (2) the Product List, (3) the Product Use Rights applicable to Products licensed under this agreement, (4) any Affiliate registration entered into under this agreement, and (5) any Order submitted under this agreement.

The parties agree to be bound by the terms of this agreement.

Terms and Conditions

1. Definitions.

In this agreement the following definitions apply:

"Affiliate" means

a. with regard to Customer

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any 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 jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft

"available" means, with respect to a Product, that Microsoft has made Licenses for that Product available for ordering under a particular licensing program;

"Commercial Product" means any Product Microsoft makes available for license for a fee;

"Contractor" means any third party supplier or other provider of computer technology or related services.

"Customer" means the entity that has entered into this agreement and its Affiliates;

"Customer Data" means all data, including all text, sound, software,or image files that are provided to Microsoft by, or on behalf of, Customer through Customer's use of the Online Services.

"Fixes" means Product fixes, modifications or enhancements or their derivatives that Microsoft releases generally (such as Commercial Product service packs);

"License" means Registered Affiliate's right to use the quantity of a Product ordered. For certain Products, a License may be available on a subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses under this agreement;

"L&SA" means a License and Software Assurance for any Product ordered;

"Microsoft" means the Microsoft entity that has entered into this agreement by accepting Customer's registration;

"Order" means the document Customer or Customer's Affiliate submits under this agreement to acquire Licenses or Services;

"Online Services" means the Microsoft-hosted services identified in the Online Services section of the Product List.

"Product" means all software, Online Services and other web-based services, including pre-release or beta versions, identified on the Product List.

"Product List" means, with respect to any licensing program, the statement published by Microsoft from time to time on the World Wide Web at http://www.microsoft.com/licensing/contracts, or at a successor site that Microsoft identifies, which identifies the Products that are or may be made available under the program (which availability may vary by region) and any Product-specific conditions or limitations on the acquisition of licenses for those Products;

"Product Use Rights" means, with respect to any licensing program, the use rights for each Product and version published for that licensing program at http://www.microsoft.com/licensing/contracts or at a successor site.

"Qualifying Contract," means (1) an Enterprise Enrollment under a Microsoft Enterprise Agreement; (2) any Enterprise Subscription Enrollment entered into under a Microsoft Enterprise Subscription Agreement, or a Select Agreement.

"Registered Affiliate" means an entity, either Customer or any one of Customer's Affiliates, identified on an affiliate registration form that has been accepted by Microsoft and has submitted an Order under this agreement;

"Reseller" means a large account reseller authorized by Microsoft to resell Licenses in a Registered Affiliate's region under this program;

"Service Level Agreement" means the document specifying the standards Microsoft agrees to adhere to and by which it measures the level of service for an Online Service.

"Software Assurance" means an annuity offering that provides new version rights and other benefits for Products as described in the Product List;

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

2. *How the Select Plus License program works.*

The Select Plus License program allows Registered Affiliates to acquire Licenses at discount pricing. Customer and Customer's Affiliates can participate in this program if Customer or Customer's Affiliate (1) submits an Order meeting the initial minimum order quantity, (2) maintains at least one active Qualifying Contract, or (3) has purchased the minimum order quantity during the 12 months preceding the effective date of this agreement. Notwithstanding any other provision of this agreement, only Registered Affiliates identified in a Registration Form will be responsible for complying with the terms of that registration, including the terms of this agreement incorporated by reference in that registration.

a. **How Registered Affiliates acquire Licenses.** A Registered Affiliate will acquire its Licenses through its chosen Reseller. Orders will be made out to and submitted to the Registered Affiliate's Reseller. Microsoft will invoice that Reseller according to the terms in the applicable registration. *The Reseller and the Registered Affiliate will determine the Registered Affiliate's actual price and payment terms.*

b. **Choosing and maintaining a Reseller.** Each Registered Affiliate must choose and maintain a Reseller authorized in the Registered Affiliate's region.

c. **Online Services.** Online Services are provided as subscription services and are subject to the unique terms set forth in the Product Use Rights and the Product List.

3. *How to establish price level.*

Establishing price levels. Each Product offering is assigned a point value on the Product List and is assigned to a Product pool. . The Customer's price level for a pool applies to purchases made by all Registered Affiliates under this agreement. Throughout the term of this agreement, the Customer's price level for each Product and its associated Pool (Applications, Systems and Servers) will be level "D." Customer does not need to acquire Products in all pools. The price Microsoft will invoice Reseller will be based on Customer's price level for the pool of the Product ordered. *Throughout this agreement the term "price" refers to reference price.*

4. *License grant — what Registered Affiliates are licensed to run.*

Registered Affiliates have the rights below once their registration is accepted by Microsoft. These rights apply to the Licenses obtained under this agreement and are not related to any order of, or fulfillment of, software media.

The ability to run current or later versions of a Product licensed under this agreement could be affected by minimum system requirements or other factors (e.g., hardware or other software).

a. **General**. At any time after their registration has been accepted by Microsoft, a Registered Affiliate may run for its own benefit as many copies as it chooses, of any available Products it chooses, provided that it submits Orders for all copies in the month in which those copies are first run.

b. **Use by Affiliates**. A Registered Affiliate may sublicense the right to use the Products ordered under this agreement to any of its Affiliates, but Affiliates may not sublicense these rights and their use must be consistent with the License terms contained in this agreement.

c. **When Licenses become perpetual.**

(i) **License only.** Registered Affiliate's right to run copies of any Product for which it orders only a License is temporary until the Registered Affiliate has paid for that License in full and Microsoft has collected such payment. Thereafter, Registered Affiliate will have a perpetual License to run the number of copies ordered in the version ordered.

(ii) **L&SA or Software Assurance.** Registered Affiliate's right to run copies of any Product for which it orders L&SA or Software Assurance is temporary until:

1) the Registered Affiliate has paid all installments of the price for such coverage and the Order or renewal term during which such Product Licenses were ordered has expired or been renewed or

2) the Registered Affiliate is otherwise eligible for perpetual Licenses as provided in this agreement.

Thereafter, the Registered Affiliate will have perpetual Licenses to run the Products ordered in the latest versions available as of the date of expiration, renewal, or termination (or any prior version) for the number of copies ordered or renewed.

(iii) **Subscription Licenses.** Subscription Licenses are not perpetual under any circumstances.

d. **Perpetual Licenses through Software Assurance.** Any perpetual Licenses received through Software Assurance supersede and replace the underlying perpetual Licenses for which that Software Assurance coverage was ordered. All perpetual Licenses acquired under this agreement remain subject to the terms of this agreement and the applicable Product Use Rights.

e. **Non-Perpetual Licenses.** Some Products may be licensed on a fixed term or subscription basis. The right to Use Products licensed on a subscription basis terminates upon expiration of the subscription agreement if it is not renewed.

f. **License confirmation.** This agreement, the applicable Order, the Registered Affiliate's Order confirmation, and any documentation evidencing transfers of Licenses, together with proof of payment, will be the Registered Affiliate's evidence of all Licenses obtained under its Order as described in this agreement.

g. **Prior version rights.** A Registered Affiliate may run prior versions of any Product it Licenses under this agreement. A Registered Affiliate may run different language versions of any Product it Licenses under this agreement, provided that the License, L&SA, or Software Assurance for that different language version is available at the same, or lower price, than the price paid for the language version ordered of the same Product and License type.

5. *How to know what Product Use Rights apply.*

a. **Product Use Rights.** Microsoft publishes Product Use Rights for each version of each Product. The latest version of the Product Use Rights is available at http://www.microsoft.com/licensing/contracts.

(i) **Product Use Rights for current and future versions of Products.** The Product Use Rights in effect on the effective date of the agreement will apply to all Registered Affiliates' use of then-current versions of each Product, regardless of the date of the Order. For future versions, the Product Use Rights in effect when those future versions are first released will apply. In both cases, subsequent changes made by Microsoft to the Product Use Rights for a particular version will not apply to Registered Affiliates' use of that version.

(ii) **Product Use Rights for earlier versions (downgrade).** If a Registered Affiliate runs an earlier version of a Product than the version that was current on the agreement effective

date, the Product Use Rights for the version licensed, not the version being run, will apply. However, if the earlier version includes components that are not part of the licensed version, any Product Use Rights specific to those components will apply to the Registered Affiliate's use of those components.

b. **Reservation of rights.** All rights not expressly granted are reserved by Microsoft. In lieu of Customer's obligation to indemnify Microsoft under various provisions of the Product Use Rights, Customer will be responsible for any cost or damages arising from any claim to which Customer's indemnity obligation would otherwise apply.

6. *How to order Product Licenses.*

a. **Placing Orders.** Registered Affiliate may purchase Licenses and Online Services Microsoft makes available under this program by placing Orders with Registered Affiliate's authorized Reseller. The price and payment terms for all Orders will be determined by agreement between Registered Affiliate and its Reseller. When placing orders, a Registered Affiliate must specify the country or countries where the Registered Affiliate will use the Licenses.

Microsoft may refuse to accept an Order if Microsoft has a business reason to do so. Microsoft may change the Products and subscription services available under this program.

b. **When is the Registered Affiliate eligible to order just Software Assurance?** A Registered Affiliate may order Software Assurance for copies of a Product, without the need to simultaneously order a new License for those copies, in each of the following circumstances:

(i) Registered Affiliate may order Software Assurance for copies of Products for which the Registered Affiliate has previously obtained perpetual Licenses through Upgrade Advantage, Software Assurance, or any similar upgrade protection, so long as the Order for Software Assurance under this Agreement becomes effective no later than one day following the expiration of that upgrade protection, and (2) Registered Affiliate submits an order for another term of Software Assurance for those Licenses prior to or at the expiration of the previous term.

(ii) During the term of the Agreement (including any renewal term), a Registered Affiliate may be eligible to order Software Assurance for copies of certain Products licensed through retail sources or from an original equipment manufacturer ("OEM"), provided that the Registered Affiliate places its Order within the required time frame. The Product List at http://www.microsoft.com/licensing/contracts identifies those Products that may be enrolled in Software Assurance and the applicable time frame for placing an Order.

(iii) A Registered Affiliate may also order Software Assurance in any other circumstances expressly permitted in the Product List.

(iv) A Registered Affiliate may renew Software Assurance ordered under this Agreement at the time it renews its Order as described in the section titled "How to renew an Order."

c. **How to confirm Orders.** Information about Orders, including an electronic confirmation of each Order, will be provided in a password-protected site on the World Wide Web at https://www.microsoft.com/licensing/servicecenter/ or a successor site that will be identified. Upon Microsoft's acceptance of this agreement, Registered Affiliate's contact identified for this purpose will be provided access to this site.

d. **Invoices and payments.** For any Orders for Software Assurance or L&SA, if the Registered Affiliate elects to spread its payments over three years rather than payment in a lump sum, it may make this election with its Reseller. In such cases, Microsoft will invoice the Registered Affiliate's Reseller in installments, the first installment upon receipt of the Order and subsequent installments on each anniversary of the Order or the Affiliate anniversary month. Any amounts for Licenses only (i.e. without accompanying Software Assurance) will be invoiced to the Registered Affiliate's Reseller in full upon receipt of the Order.

e. **Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with one another, Registered Affiliate must choose a replacement Reseller. If Registered Affiliate or Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

7. *Making copies of Products and re-imaging rights.*

a. **General.** The Registered Affiliate may make as many copies of the Products as it needs to distribute them within its organization. Copies must be true and complete (including copyright and trademark notices), from master copies obtained from a Microsoft approved fulfillment source. The Registered Affiliate may use a third party to make these copies, but the Registered Affiliate agrees that it will be responsible for that third party's actions. The Registered Affiliate agrees to use reasonable efforts to make its employees, agents and any other individuals that it allows to use the Products aware that the Products are licensed from Microsoft and can only be transferred subject to the terms of this agreement.

b. **Copies for training, evaluation, and back-up.** The Registered Affiliate may (1) use up to 20 complimentary copies of any Product in a dedicated training facility on its premises, (2) use up to 10 complimentary copies of any Product for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations.

c. **Right to "re-image."** In certain cases, re-imaging is permitted using the volume licensing program Product media. If the Microsoft Product(s) is licensed (1) from an original equipment manufacturer (OEM), (2) as full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this agreement may be generally used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

(i) Separate Licenses must be owned from the source for each Product that is re-imaged.

(ii) The Product, language, version and components of the copies made must be identical to the Product, language, version and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

(iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., upgrade or full License) must be identical to the Product type from the separate source.

(iv) Any Product-specific requirements for re-imaging identified in the Product List.

(v) Re-images made under this subsection remain subject to the terms and use rights provided with the License from the separate source. This subsection does not create or extend any warranty or support obligation.

8. *Transferring and reassigning Licenses.*

a. **License transfers.** License transfers are not permitted, except that Customer may transfer fully-paid perpetual licenses to:

Transferring Licenses to third parties. You may transfer fully-paid perpetual Licenses:

(i) if you are an agency of a state or local government to: (a) any other government agency, department, instrumentality, division, unit or other office of your state or local government that is supervised by or is part of you, or which supervises you or of which you are a part, or which is under common supervision with you; (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of your state and located within

your state's jurisdiction and geographic boundaries; and (iii) any other entity expressly authorized by the laws of your state to purchase under state contracts, or (b) an unaffiliated third party in connection with a privatization of an affiliate of agency as set forth in (a) above or of an operating division of the Enrolled Affiliate or one if its affiliates as set forth in (a) above, a reorganization, or a consolidation.

Customer must notify Microsoft of a transfer of license by completing a transfer notice form, which can be obtained from http://www.microsoft.com/licensing/contracts and send the completed form to Microsoft before the license transfer. No License transfer will be valid unless Customer provides to the transferee, and the transferee accepts in writing, the applicable Product Use Rights, use restrictions, limitations of liability (including exclusions and warranty provisions), and the transfer restrictions described in this section. Any license transfer not made in compliance with this section will be void.

b. **Internal Reassignment of Licenses and Software Assurance.**

(i) **For Products other than the desktop operating system upgrade**. For Products other than the desktop operating system upgrade, Registered Affiliate may internally reassign Licenses to an Affiliate. However, Registered Affiliate may not reassign Licenses on a short-term basis (90 days or less), or reassign Software Assurance or other upgrade coverage separately from the underlying License, except as provided otherwise in this agreement.

(ii) **For desktop operating systems**. The Registered Affiliate may not reassign desktop operating system upgrade Licenses from one computer to another. The Registered Affiliate may internally reassign Software Assurance coverage on desktop operating systems upgrades from the original computer to a replacement computer internally, as long as (1) the replacement computer is licensed to run the latest version of that operating system, and (2) the Registered Affiliate removes any desktop operating system upgrades from the original computer.

9. *Term and termination.*

a. **Term.** This agreement will remain in effect unless it is terminated by either party as described below.

b. **Termination without cause.** Either party may terminate this agreement without cause upon 60 days written notice. Such termination will merely terminate either party's and its Registered Affiliates' ability to place Orders under this agreement. Such termination will not affect any Orders not otherwise terminated, and any terms of this agreement applicable to any Orders not otherwise terminated will continue in effect with respect to that Order.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for breach.** Either party to an Order may terminate it if the other party materially breaches its obligations under this agreement, including any obligation to pay amounts owed. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice and opportunity to cure. If Microsoft gives such notice to a Registered Affiliate, Microsoft will give Customer a copy of that notice as well and Customer agrees to assist in attempting to resolve the problem. If the problem also affects other Affiliate registrations and cannot be resolved between Customer and Microsoft within a reasonable period of time, Microsoft may also terminate this agreement and all other Affiliate registrations under it, unless the basis for termination of the registration is non-appropriation of funds to the registered affiliate, in which event Microsoft may only terminate the affected registration(s). If a Registered Affiliate ceases to be an

Affiliate of Customer, Customer must promptly notify Microsoft of this fact, and Microsoft may terminate the divested Registered Affiliate's registration.

e. **Affiliate termination.** If (1) a Registered Affiliate terminates its registration as a result of a breach by Microsoft, or (2) if Microsoft terminates Registered Affiliate's registration because it has ceased to be an Affiliate of Customer, or (3) Registered Affiliate terminates a registration for non-appropriation of funds, or (4) Microsoft terminates a registration for non-payment due to non-appropriation of funds,, then the Registered Affiliate will have the following options with regard to any Orders it has under the agreement:

   (i) For Licenses available on a perpetual basis, it may immediately pay the total remaining amount due, including all installments, in which case the Registered Affiliate will have perpetual Licenses for all copies of the Products it has ordered, or

   (ii) It may pay only amounts due as of the termination date, in which case the Registered Affiliate will have perpetual Licenses for:"

      1) all copies of all Products for which payment has been made in full (including the latest version of Products under Software Assurance coverage), and

      2) the number of copies of Products it has ordered (including the latest version of Products under Software Assurance) for which payment has been made in installments that is proportional to the total of payments made versus total amounts due if the early termination had not occurred.

   Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated registration.

f. **Effect of termination.** When this agreement, a registration or an Order is terminated,

   (i) Each affected Registered Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an Order. Except for the options provided above in the event of termination of a Registered Affiliate's registration, any and all unpaid payments or any order of any kind, including subscription services, immediately become due and payable.

   (ii) Registered Affiliate's right to Software Assurance benefits under this agreement ends for all Software Assurance for which payment has not been made in full.

10. How to renew an Order.

Microsoft will provide prior notice of expiration of any Software Assurance ordered under the agreement advising Customer of its Software Assurance renewal options. Microsoft may make a change to this program that will make it necessary for Customer to enter into a new agreement to renew Software Assurance.

To maintain Software Assurance coverage for any copies previously ordered under this agreement, Registered Affiliate must submit an Order for another term of Software Assurance for those Licenses prior to or on the expiration of the previous term.

Consequences of non-renewal. If Registered Affiliate elects not to place another Order for Software Assurance and it otherwise allows Software Assurance for any copies of any Products licensed to lapse, then the Registered Affiliate will not be permitted to order Software Assurance for those copies later without first acquiring L&SA.

Renewing Software Assurance. If Registered Affiliate is placing an Order for Software Assurance from multiple Select programs or is consolidating multiple previous Enrollments or agreements into this agreement, please complete the multiple previous Enrollment form.

11. *Restrictions on use.*

Registered Affiliate must not:

a. separate and use the components of a Product on two or more computers, upgrade or downgrade components at different times, or transfer components separately, except as provided in the Product Use Rights;

b. reverse engineer, decompile or disassemble any Product or Fix, except where applicable law permits it despite this limitation; or

c. distribute, sublicense, rent, lease, lend, or host any Product or Fix except as permitted by this Agreement, the Product Use Rights, or in a separate written agreement

12. *Confidentiality.*

To the extent permitted by applicable law, the terms and conditions of this Agreement is confidential. Neither party will disclose such terms and conditions, or the substance of any discussions that led to them, to any third party other than Affiliates or agents, or to designated or prospective resellers who: (1) have a need to know such information in order to assist in carrying out this agreement; and (2) have been instructed that all such information is to be handled in strict confidence.

For the avoidance doubt, the parties acknowledge that this Confidentiality provision recognizes that when there is a business need to do so, Microsoft and Customer may need to share/exchange their respective Confidential Information with each other to develop a more meaningful business relationship. This section provides Microsoft and Customer with a well-balanced, commercially reasonable and comprehensive set of confidentiality terms that enable both parties to share/exchange a wide range of Confidential Information with each other knowing with confidence that significant confidentiality protections are in place. The confidentiality terms denoted below do not govern Microsoft's handling of Customer Data. In all instances under this Agreement, Microsoft's handling of Customer Data shall be governed as described under various other provisions of this Agreement and by Microsoft's data security policy.

a. **What is included.** "Confidential Information" is non-public information, know-how and Trade Secrets in any form that are designated as "confidential" or a reasonable person knows or reasonably should understand to be confidential. It includes non-public information regarding either party's products or customers, marketing and promotions, or the negotiated terms of Microsoft agreements.

b. **What is not included.** The following types of information, however marked, are not Confidential Information. Information that:

   (i) is, or becomes, publicly available without a breach of this agreement;

   (ii) was lawfully known to the receiver of the information without an obligation to keep it confidential;

   (iii) is received from another source who can disclose it lawfully and without an obligation to keep it confidential;

   (iv) is independently developed; or

   (v) is a comment or suggestion one party volunteers about the other's business, products or services.

c. **Treatment of Confidential Information.**

   (i) **In general.** Subject to the other terms of this agreement, each party agrees:

      1) it will not disclose the other's Confidential Information to third parties; and

      2) it will use and disclose the other's Confidential Information only for purposes of the parties' business relationship with each other.

(ii) **Security precautions.** Subject to the other terms of this agreement, each party agrees:

1) to take reasonable steps to protect the other's Confidential Information -- these steps must be at least as protective as those the party takes to protect its own Confidential Information;

2) to notify the other promptly upon discovery of any unauthorized use or disclosure of Confidential Information; and

3) to cooperate with the other to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.

(iii) **Sharing Confidential Information with Affiliates and representatives.**

1) A "Representative" is an employee, contractor, advisor, or consultant of one of the parties or of one of the parties' Affiliates.

2) Each party may disclose the other's confidential information to its Representatives (who may then disclose that Confidential Information to other of that party's Representatives) only if those Representatives have a need to know about it for purposes of the parties' business relationship with each other. Before doing so, each party must:

A. ensure that Affiliates and Representatives are required to protect the Confidential Information on terms consistent with this agreement; and

B. accept responsibility for each Representative's use of Confidential Information.

3) Neither party is required to restrict work assignments of Representatives who have had access to Confidential Information. Neither party can control the incoming information the other will disclose to it in the course of working together, or what that party's Representatives will remember, even without notes or other aids. Each party agrees that use of information in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

(iv) **Disclosing Confidential Information if required to by law.** Each party may disclose the other's Confidential Information if required to comply with a court order or other government demand that has the force of law. Before doing so, each party must seek the highest level of protection available and, when possible, give the other enough prior notice to provide a reasonable chance to seek a protective order.

d. **Length of Confidential Information obligations.** Except as permitted above, neither party will use or disclose the other's Confidential Information for five years after it is received. The five-year time period does not apply if applicable law requires a longer period or the Product Use Rights provide a more specific requirement.

13. *Warranties.*

a. **Limited warranty.** Microsoft warrants that:

(i) Online Services will perform in accordance with the applicable Service Level Agreement;

(ii) Products other than Online Services will perform substantially as described in the applicable Microsoft user documentation; and

b. **Limited warranty term.** The limited warranty for:

(i) Online Services is for the duration of Customer's use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement;

(ii) Products other than Online Services is one year from the date Customer first uses the Product; and

c. **Limited warranty exclusions.** This limited warranty is subject to the following limitations:

(i) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;

(ii) the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement or the Product Use Rights, or resulting from events beyond Microsoft's reasonable control;

(iii) the limited warranty does not apply to components of Products that Customer is permitted to redistribute;

(iv) the limited warranty does not apply to free, trial, pre-release, or beta products; and

(v) the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.

d. **Remedies for breach of limited warranty.** If Microsoft fails to meet any of the above limited warranties and Customer notifies Microsoft within the warranty term, then Microsoft will:

(i) for Online Services, provide the remedies identified in the Service Level Agreement for the affected Online Service;

(ii) for Products other than Online Services, at its option either (1) return the price paid or (2) repair or replace the Product; and

These are Customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

e. **DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. MICROSOFT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES, OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.**

14. Defense of infringement, misappropriation, and third party claims.

a. **Microsoft's agreement to protect.** Microsoft will defend Enrolled Affiliate against any claims made by an unaffiliated third party that any Product or Fix that is made available by Microsoft for a fee infringes that party's patent, copyright, or trademark or makes unlawful use of its Trade Secret. Microsoft will also pay the amount of any resulting adverse final judgment (or settlement to which Microsoft consents). This section provides Enrolled Affiliate's exclusive remedy for these claims.

b. **Limitations on defense obligation.** Microsoft's obligations will not apply to the extent that the claim or award is based on:

(i) Customer Data, non-Microsoft software, modifications Enrolled Affiliate makes to, or any specifications or materials Enrolled Affiliate provides or makes available for, a Product or Fix. ;

(ii) Enrolled Affiliate's combination of the Product or Fix with a non-Microsoft product, data or business process; or damages based on the use of a non-Microsoft product, data or business process; ;

(iii) Enrolled Affiliate's use of either Microsoft Trademarks or the use or redistribution of a Product or Fix in violation of this agreement or any agreement incorporating its terms or;

(iv) Enrolled Affiliate's use of a Product or Fix after Microsoft identifies Enrolled Affiliate to discontinue that use due to a third party claim.

To the extent permitted by applicable law, Enrolled Affiliate will be responsible Microsoft for any costs or damages that result from any of the above actions.

c. **Enrolled Affiliate's agreement to protect.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft and its Affiliates against any claims made by an unaffiliated third party that:

(i) any Customer Data or non-Microsoft software Microsoft hosts on Customer's behalf infringes the third party's patent, copyright, or trademark or makes unlawful use of its Trade Secret;or

(ii) Arises from violation of the Acceptable use Policy, which is described in the Product Use Rights.

Customer will be responsible for the amount of any resulting adverse final judgment (or settlement to which it consents). This Section provides Microsoft's exclusive remedy for these claims.

d. **Rights and remedies in case of possible infringement or misappropriation.**

(i) **Microsoft's offerings.** If Microsoft reasonably believes that a Product or Fix may infringe or misappropriate a third-party's intellectual property rights, Microsoft will seek to: (1) procure for Enrolled Affiliate the right to continue to use the Product or Fix; or (2) modify or replace it with a functional equivalent to make it non-infringing and notify Enrolled Affiliate to discontinue use of the prior version, which Enrolled Affiliate must do immediately. If the foregoing options are not commercially reasonable for Microsoft, or if required by a valid judicial or government order, Microsoft may terminate Enrolled Affiliate's license or access rights in the Product or Fix. In such a case, Microsoft will provide Enrolled Affiliate with notice and refund any amounts Enrolled Affiliate has paid for those rights to the Product or Fix (or for Online Services, any amount Enrolled Affiliate has paid in advance for unused Online Services).

(ii) **Customer Data or use of non-Microsoft software with Online Services**. If an unaffiliated third party asserts that Customer Data or non-Microsoft software or technology used by Enrolled Affiliate the Online Services violates their intellectual property rights, Microsoft may ask Customer to remove the allegedly infringing item. If Enrolled Affiliate fails to do so within a reasonable period of time, Microsoft may suspend or terminate the Online Service to which the Customer Data or non-Microsoft software relates.

e. **Obligations of protected party**. Enrolled Affiliate must notify Microsoft promptly in writing of a claim subject to the Subsection titled "Microsoft's agreement to protect" and Microsoft must notify Enrolled Affiliate promptly in writing of a claim subject to the Subsection titled "Customer's agreement to protect." The party invoking its right to protection must (1) give the other party sole control over the defense or settlement; and (2) provide reasonable assistance in defending the claim. The party providing the protection will reimburse the other party for reasonable out of pocket expenses that it incurs in providing assistance.

15. *Limitation of liability.*

a. **Limitation on liability.** To the extent permitted by applicable law, the liability of each party, its Affiliates, and its Contractors arising under this agreement is limited to direct damages up to (1) for Products other than Online Services, the amount Customer paid for the Product giving rise to that liability and (2) for Online Services, the amount Customer was required to pay for the Online Service giving rise to that liability during the prior 12 months. In the case of Products provided free of charge, or code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to U.S.

$5,000. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, these monetary limitations will not apply to:

(i) Microsoft's and Customer's obligations under the section titled "Defense of infringement, misappropriation, and third party claims";

(ii) liability for damages caused by either party's gross negligence or willful misconduct, or that of its employees or its agents, and awarded by a court of final adjudication (provided that, in jurisdictions that do not recognize a legal distinction between "gross negligence" and "negligence," "gross negligence" as used in this subsection shall mean "recklessness");

(iii) liabilities arising out of any breach by either party of its obligations under the section entitled "Confidentiality", except that Microsoft's liability arising out of or in relation to Customer Data shall in all cases be limited to the amount Customer paid for the Online Service giving rise to that liability during the prior 12 months;

(iv) liability for personal injury or death caused by either party's negligence, or that of its employees or agents, or for fraudulent misrepresentation; and

(v) violation by either party of the other party's intellectual property rights.

b. **EXCLUSION OF CERTAIN DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES, OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO CUSTOMER DATA), THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR THE PARTIES' RESPECTIVE OBLIGATIONS IN THE SECTION TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS."**

c. **Affiliates and Contractors.** Neither Microsoft nor Customer shall bring any action against the other's Affiliates or Contractors in respect of any matter disclaimed on their behalf in this agreement. Each party will indemnify the other in the event of any breach of this provision.

16. Verifying compliance.

a. **Right to verify compliance.** Customer must keep records relating to the Products it and its Affiliates use or distribute. Microsoft has the right, to the extent permitted by applicable law, to verify compliance with the license terms for the Products, at Microsoft's expense.

b. **Verification process and limitations.** Microsoft will provide customer at least 30 days' notice of its intent to verify compliance. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. Customer must promptly provide the independent auditor with any information it reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products Customer hosts, sublicenses, or distributes to third parties. As an alternative, Microsoft may require Customer to complete Microsoft's self-audit process relating to the Products Customer and any of its Affiliates use or distribute. Such information will be used solely for purposes of determining compliance.

c. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use, Customer must within 30 days order sufficient licenses to cover its use. If there is no

unlicensed use, Microsoft will not undertake another verification of the same Customer for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other means permitted by law.

17. *Non-Microsoft Software or Technology.*

a. Registered Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes. Microsoft is not a party to and is not bound by any terms governing Enrolls use of non-Microsoft software or technology. Without limiting the foregoing, non-Microsoft software or scripts linked to or referenced from any Product website, are licensed to Registered Affiliate under the open source licenses used by the third parties that own such code, not by Microsoft.

b. If Registered Affiliate installs or uses any non-Microsoft software or technology with the Products or Fixes, it directs and controls the installation in and use of such software or technology in the Products or Fixes, through its actions (e.g., through Registered Affiliate's use of application programming interfaces and other technical means that are part of the Online Services). Microsoft will not run or make any copies of such non-Microsoft software or technology outside of its relationship with Registered Affiliate.

c. If Registered Affiliate installs or uses any non-Microsoft software or technology with the Products or Fix, it may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in the agreement.

18. *Miscellaneous.*

a. **Notices to Microsoft.** Notices, authorizations, and requests in connection with this agreement must be sent by regular or overnight mail, express courier, or fax to the addresses and numbers listed in this agreement. Notices will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery.

Copies should be sent to:
Microsoft Corporation Legal and Corporate Affairs Volume Licensing Group One Microsoft Way Redmond, WA 98052 USA Via Facsimile:(425) 936-7329

b. **Assignment.** Either party may assign this agreement to an Affiliate only. Assignment will not relieve the assigning party of its obligations under the assigned agreement. If either party assigns this agreement, it must notify the other party of the assignment in writing.

c. **Subcontractors.** Microsoft may use contractors to perform Services and support Online Services. Microsoft will be responsible for their performance subject to the terms of this agreement.

d. **Severability.** If a court holds any provision of this agreement to be illegal, invalid or unenforceable, the rest of the document will remain in effect and this agreement will be amended to give effect to the eliminated provision to the maximum extent possible.

e. **Waiver.** A waiver of any breach of this agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party.

f. **Applicable law; dispute resolution.** The terms of this agreement will be governed by the laws of Registered Affiliate's state, without giving effect to its conflict of laws. Disputes relating to this agreement will be subject to applicable dispute resolution laws of Registered Affiliate's state.

g. **This agreement is not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft software.

h. **Entire agreement.** This agreement, the Product List, all registrations under this agreement, and the Product Use Rights constitute the entire agreement concerning the subject matter and supersede any prior or contemporaneous communications. In the case of a conflict between any of these documents that is not resolved expressly in the documents, their terms will control in the following order: (1) these terms and conditions and the accompanying signature form; (2) the Product List; (3) the Product Use Rights; (4) all registrations under this agreement; and (5) all Orders submitted under this agreement. The terms of any purchase order or any general terms and conditions Customer maintains do not apply.

i. **Survival.** Provisions regarding ownership and License rights, fees, Product use rights, restrictions on use, evidence of perpetual Licenses, transfer of Licenses, warranties, defense of infringement and misappropriation claims, limitations of liability, confidentiality, compliance verification, open source license restrictions, obligations on termination or expiration and the other provisions in this section entitled "Miscellaneous" will survive termination or expiration of this agreement and of any agreement in which they are incorporated.

j. **No transfer of ownership.** Microsoft does not transfer any ownership rights in any licensed Product. Microsoft reserves all rights not specifically granted. The Products are protected by copyright and other intellectual property rights laws and international treaties.

k. **Free Products.** It is Microsoft's intent that the terms of this agreement and the Product Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Registered Affiliate is for the sole use and benefit of the Registered Affiliate, and is not provided for use by or personal benefit of any specific government employee.

l. **Amending the agreement.** This agreement (except the Product List and the Product Use Rights) can be changed only by an amendment signed by both parties.

m. **Resellers and other third parties cannot bind Microsoft.** Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

n. **Privacy and Security.** Microsoft and Enrolled Affiliate will each comply with all applicable privacy and data protection laws and regulations (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws applicable to Enrolled Affiliate or Enrolled Affiliate's industry that are not also generally applicable to information technology services providers. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Enrolled Affiliate may choose to provide personal information to Microsoft on behalf of third parties (including Enrolled Affiliate's contacts, resellers, distributors, administrators, and employees) as part of this agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

The personal information Enrolled Affiliate provides in connection with this agreement will be processed according to the privacy statement available at https://www.microsoft.com/licensing/servicecenter (see footer), except that Product-specific privacy statements are in the Product use rights. Personal data collected through Products or Services may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. By using the Products or Services, Customer consents to the foregoing. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce

regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland.

For Online Services, additional privacy and security details are in the Product use rights.

o. **Natural disasters.** In the event of a "natural disaster", Microsoft may provide additional assistance or rights by posting on http://www.microsoft.com at such time.

p. **Copyright violation.** Except as set forth in section above entitled "Transferring and reassigning Licenses", the Registered Affiliate agrees to pay for, and comply with the terms of this agreement and the Product Use Rights, for the Products it uses. Except to the extent Registered Affiliate is licensed under this agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this agreement for unlicensed use.

q. **U.S. export jurisdiction.** Products and Fixes are subject to U.S. export jurisdiction. Customer will comply with all U.S. Export Administration Regulations and International Traffic in Arms Regulation requirements as well as all end-user, end-use, and destination restrictions issued by the U.S. and other governments applicable to this agreement. For additional information, see http://www.microsoft.com/exporting.

Microsoft Licensing, GP Document Summary Form

** This is for informational purposes only **

MSE#: (MSLI Tracking Number) **3-0000003183189**

Doc Type: **Signature Form**

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Dell Inc.

Program/Versio

SLP SLG 2012

(MSLI Scanning Code)

ACCOUNT: County of Riverside

4

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **7756479**

Agreement Number: **7657738**

Purchase Order Number:

Comments:

Microsoft

Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	7756479

Proposal ID

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
Select Plus Agreement	X20-04874
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Select Plus Affiliate Registration Form	X20-04921
<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
Document Description	Document Number or Code
Document Description	Document Number or Code
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)* County of Riverside **Signature*** _____ **Printed First and Last Name*** Ines Mark **Printed Title*** Procurement Contract Specialist **Signature Date*** 07/17/2013
Tax ID 95-6000930

* *indicates required field*

FORM APPROVED COUNTY COUNSEL

BY: _____ 7/17/13

NEAL R. KIPNIS DATE

Microsoft Affiliate	
Microsoft Licensing, GP	
Signature	Microsoft Microsoft Licensing, GP
Printed First and Last Name	
Printed Title	JUL 23 2013
Signature Date (date Microsoft Affiliate countersigns)	Anthony Dulaney Duly Authorized on behalf of Microsoft Licensing, GP
Effective Date (may be different than Microsoft's signature date) 7/1/2013	

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 physical media, 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 Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Prepared By:	Name of Preparer Email of Preparer

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

RIVCO-8084445-M-AMD2

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>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
Amendment to Contract Documents	CTM-FWK-CTC-AGR (8084445)

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)* County of Riverside
Signature*
Printed First and Last Name* RICHARD R. HAI
Printed Title SR. PROCUREMENT CONTRACT SPECIALIST
Signature Date* 01/30/2020
Tax ID

* *indicates required field*

FORM APPROVED COUNTY COUNSEL
BY: SUSANNA N. OH 1/30/2020
DATE

Microsoft Affiliate	
	Microsoft Corporation
Signature	
Printed First and Last Name	Microsoft Corporation
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	JAN 29 2020
Agreement Effective Date (may be different than Microsoft's signature date)	Shirley Snyder Duly Authorized on behalf of Microsoft Corporation

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
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Amendment to Contract Documents

Agreement Number	8084445	RIVCO-8084445-M-AMD2

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.

Microsoft Services Amendment to the Enterprise Enrollment Federal, State and Local Government & Public Educational Institutions

Enrolled Affiliate is ordering Professional Services described in the attached Statement of Services (SOS) in connection with the Products licensed by Enrolled Affiliate under the Enrollment. The parties agree that the Enrollment is amended to add the following terms that shall apply to the services described in the SOS.

Terms and Conditions

1. Definitions. All terms defined in the Agreement and the Enrollment shall apply to this Amendment unless otherwise stated. Additional terms are defined as follows:

"**Customer**" means the legal entity that has entered into the Agreement;

"Customer Data" means all data, including all text, sound, software, image or video files that are provided to Microsoft by, or on behalf of, Customer and its Affiliates in connection with Professional Services;

"**day**" means a calendar day, except references that specify "business day";

"Fix" or **"Fixes"** means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or that Microsoft provides to Customer when performing Professional Services to address a specific issue (including, but not limited to, workarounds, patches, bug fixes, beta fixes and beta builds);

"Microsoft" means the Microsoft Affiliate that has entered into the Agreement and its Affiliates, as appropriate;

"**Pre-Existing Work**" means any computer code or materials developed or otherwise obtained independently of the efforts of a party under a Statement of Services;

"Professional Services" means all Product support services and Microsoft consulting services or advice provided to Customer under this Amendment. "Professional Services" does not include Online Services;

"**Service Deliverables**" means any computer code or materials, other than Products or Fixes, that Microsoft leaves with Customer at the conclusion of Microsoft's performance of the Professional Services;

"**Statement of Services**" means any work orders, services descriptions, or other description of Professional Services that incorporates this Amendment;

"**Trade Secret**" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy;

"**use**" or "**run**" means to copy, install, use, access, display, run or otherwise interact with;

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

2. ***Services.*** The precise scope of the Professional Services will be specified in a Statement of Services.

Customer or any of Customer's Affiliates may enter into Statements of Services under this Amendment with Microsoft's local Affiliates. Microsoft's ability to deliver the Professional Services depends upon Customer's full and timely cooperation, as well as the accuracy and completeness of any information Customer provides. This Agreement does not obligate either party or its Affiliates to enter into any Statements of Services.

3. ***Use, ownership, rights and restrictions.***

   a. ***Products.*** Unless otherwise specified in the Enrollment, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable license agreement.

   b. ***Fixes and Services Deliverables.***

      i. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If the Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply. If no use terms are provided, Customer shall have a non-exclusive, perpetual, fully paid-up license to use and reproduce the Fix solely for its internal business purposes. Customer may not modify, change the file name or combine any Fix with any non-Microsoft computer code, except as expressly permitted in the Agreement.

      ii. ***Pre-Existing Work.*** All rights in Pre-Existing Work will remain the sole property of the party providing the Pre-Existing Work. Each party may use, reproduce and modify the other party's Pre-Existing Work only as needed to perform obligations related to Professional Services.

      iii. ***Services Deliverables.*** Upon payment in full, Microsoft grants Customer a non-exclusive, non-transferable, perpetual license to reproduce, use and modify the Services Deliverables solely for Customer's internal business purposes, subject to the terms and conditions in this Amendment.

      iv. ***Affiliates' rights.*** Customer may only sublicense its rights in Services Deliverables and Sample Code granted hereunder to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is responsible for ensuring its Affiliates' compliance with this Amendment.

   c. ***Non-Microsoft software and technology.*** Customer is solely responsible for any non-Microsoft software or technology that Customer installs or uses with the Products, Fixes or Services Deliverables. Customer may not install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Amendment.

   d. ***Sample Code.*** Upon payment in full, Microsoft grants Customer a non-exclusive, perpetual, non-transferable license to use and modify any Software code provided by Microsoft for the purposes of illustration ("**Sample Code**") and to reproduce and distribute the object code form of the Sample Code for Customer's internal business purposes only and not to any unaffiliated third party.

   e. ***Restrictions on use.*** Customer must not (and is not licensed to) (1) reverse engineer, de-compile or disassemble any Product, Fix or Service Deliverable; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product, Fix or Services Deliverable or restrictions in Product documentation. Except as expressly permitted in this Amendment or a Statement of Services, Customer must not distribute, sublicense, rent, lease or lend any Product, Fix or Service Deliverable, in whole or in part, or use them to offer hosting services to a third party.

f. ***Reservation of Rights.*** Products, Fixes, and Service Deliverables are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this Agreement. No rights will be granted or implied by waiver or estoppel.

g. ***Supportability of Products.*** Support for Products is available under the terms of a licensing agreement, a separate Statement of Services or under the terms set forth at http://support.microsoft.com or a successor site.

4. ***Confidentiality.*** Subject to the requirements of Customer's public records and trade secret laws (if any):

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, and the terms of this Amendment. It includes, but is not limited to, non-public information regarding either party's products, features, marketing and promotions, and the negotiated terms of any Statement of Services.

Confidential Information does not include information that (a) becomes publicly available without a breach of this Amendment, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors, and consultants (collectively "Representatives") and then only on a need-to-know basis, under non-disclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other party's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its representatives who have had access to Confidential Information. Each party agrees that use of information in representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Amendment or Trade Secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply for a period of five years after the confidential information is received.

5. ***Compliance with applicable laws, privacy and security.***

a. Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Amendment. Customer will obtain all required consents from third parties (including Customer's contacts, resellers, distributors, administrators, and employees) under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected through Professional Services (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its contractors maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention and processing of personal data from the European Economic Area and Switzerland.

c. **U.S. Export.** Microsoft Products, Fixes and Services Deliverables are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft Products, services, and technologies.

6. ***Warranties.***

a. ***Limited warranties and remedies – Professional Services.*** Microsoft warrants that it will perform Professional Services with professional care and skill. If Microsoft fails to do so, and Customer notifies Microsoft within 90 days of the date the Professional Services were performed, then Microsoft will, at its discretion, either re-perform the Professional Services or return the price paid for them. These remedies are Customer's sole remedies for breach of warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. ***Exclusions.*** The warranties in this section do not cover problems caused by accident, abuse or use in a manner inconsistent with this Amendment, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release or beta Products or to components of Products that Customer is permitted to redistribute. ***DISCLAIMER.*** **Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied or statutory warranties, including warranties of quality, merchantability, fitness for a particular purpose, title and non-infringement.**

7. ***Defense of third-party claims.***

To the extent not prohibited by applicable law, the parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it (subject to (subject to 28 U.S.C. § 516 is Customer is a Federal Government agency). The party being defended must provide the defending party with all requested assistance, information and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Customer against any third-party claim to the extent it alleges that any Fix or Services Deliverable made available by Microsoft for a fee and used within the scope of Section 3 of this Amendment (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, or trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Fix or Services Deliverable with a functional equivalent; or (2) terminate Customer's license and refund any fees paid for such Fix(es) and Services Deliverable(s). Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product, Fix or Services Deliverable after being notified to stop due to a third-party claim.

b. **By Customer.** To the extent permitted by applicable law, Customer will defend Microsoft against any third-party claim to the extent it alleges that Customer's use of any Fix or Services Deliverable alone or in combination with anything else, violates the law or damages a third party.

c. Notwithstanding the foregoing, Microsoft's rights set forth in this section (and the rights of the third party claiming infringement) shall be governed by the provisions of 28 U.S.C. § 1498, if Customer is a Federal Government agency,

8. ***Limitations of liability.***

Each party's maximum, aggregate liability to the other is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the applicable Statement of Services, subject to the following.

a. **Free Professional Services and Distributable Code.** For Professional Services provided free of charge and code that Customer is authorized to redistribute to third parties without a separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5000.

b. **Exclusions. In no event will either party be liable for any indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.**

c. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject

to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

9. ***Term and termination.*** This Amendment will remain in effect until terminated.

Either party may terminate this Amendment at any time without cause by giving the other party at least 60 calendar days prior written notice. Terminating this Amendment will not affect any existing Statements of Services but will terminate the ability of the parties to enter into subsequent Statements of Services.

Customer may terminate a Statement of Services upon 30 days' notice. Either party to the Statement of Services may terminate it if the other party is in material breach or default of any obligation that is not cured within 30 calendar days' notice of such breach. Microsoft may terminate a Statement of Services if Customer fails to pay any invoice that is more than 60 days outstanding. Customer agrees to pay all fees for Professional Services performed and expenses incurred prior to termination and any additional amounts that may be specified in a Statement of Services. Upon Microsoft's receipt of payment for the Professional Services, Customer's interests in the Services Deliverables will vest.

10. ***Miscellaneous.***

a. ***Notices.*** Notices must be sent to the address on the signature page of this Amendment or on an applicable Statement of Services. All notices, authorizations, and requests given or made in connection with this Amendment must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Customer about upcoming ordering deadlines, services and subscription information in electronic form, including by email to contacts provided by the Customer. Emails will be treated as delivered on the transmission date.

b. ***Applicable law; dispute resolution.*** This Amendment together with the applicable Statement of Services will be governed by the laws set forth in the Agreement.

c. ***Severability.*** If any provision of this Amendment is held to be unenforceable, the balance of the Amendment will remain in full force and effect.

d. ***Waiver.*** Failure to enforce any provision of this Amendment will not constitute a waiver. Any waiver must be made in writing and signed by an authorized representative of the waiving party.

e. ***Survival.*** All provisions survive termination or expiration of this Amendment, except those requiring performance only during the term of a Statement of Services.

f. ***Microsoft as independent contractor.*** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.

g. ***Use of contractors.*** Microsoft may use contractors to perform Professional Services but will be responsible for their performance subject to the terms of this Amendment.

h. ***Insurance while performing Professional Services on Customer's premises.*** Microsoft will maintain industry-appropriate insurance coverage at all times when performing Professional Services on Customer's premises under this Amendment via commercial insurance, self-insurance, or any other similar risk financing alternative. Microsoft will provide Customer with evidence of coverage on request.

i. ***Amendments.*** Any modification to this Amendment must be executed by both parties, except that Microsoft may change the Product Terms and Use Rights in accordance with the terms of the Agreement. Any additional or conflicting terms and conditions contained in Customer's purchase order are expressly rejected and will not apply.

j. ***No transfer of ownership.*** Microsoft does not transfer ownership rights in any Product. The Products are protected by copyright and other intellectual property rights, laws and international treaties.

k. ***Professional Services payment terms.*** Customer agrees to pay all fees in a Statement of Services within 30 days of the date of Microsoft's invoice unless the Statement of Services provides otherwise. Microsoft may assess a finance charge of the lesser of 18% per annum, accrued, calculated and payable monthly or the highest amount allowed by law on all past due amounts due to Microsoft. Microsoft will have no obligation to continue to provide Professional Services if Customer fails to make timely payment.

l. ***Taxes.*** If any amounts are to be paid to Microsoft, the amounts owed are exclusive of any taxes. Customer shall pay all value added, goods and services, sales, gross receipts or other transaction taxes, fees, charges or surcharges or other similar taxes, chares or fees or any regulatory cost recovery and other surcharges that are owed under this Amendment and which Microsoft is permitted to collect from Customer. Customer shall also be responsible for an applicable stamp taxes and for all other taxes that it is legally obligated to pay, including any taxes that arise on the distribution of provision of Professional Services by Customer to its Affiliates. Microsoft shall be responsible for payment of all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on Microsoft's property ownership.

If any taxes are required to be withheld on payments made to Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority; provided however, that Customer shall promptly secure and deliver an official receipt for those withholdings and other documents reasonably requested by Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

m. **No third-party beneficiaries.** This Amendment does not create and third-party beneficiary 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:

_Consulting Services Amendment for EA Attach.docx	CTM	CTM-FWK-CTC-AGR	BD

STAFF REPORT

Item D. 4.

DATE	06/26/2025
TO	Honorable Mayor and City Council Members
FROM	Michael Carmen, Assistant Engineer
SUBJECT	Adopt a resolultion accepting work with G. Bortolotto & Company, Inc. for the Fiscal Year 2024 Asphalt Concrete Street Overlay Program, Project 1344

SUMMARY AND RECOMMENDATION

Staff recommends that the City Council, by resolution, accept the work of G. Bortolotto & Company, Inc., authorize the City Clerk to file the Notice of Completion with the Alameda County Recorder, and authorize the release of bonds and final retention payment for the Fiscal Year 2024 Asphalt Concrete Street Overlay Program, Project 1344. The final project cost was $1,525,324.30, which is $224,675.70 under the allocated project budget.

BACKGROUND

Pursuant to Resolution No. 11654, adopted June 27, 2024, the City Council awarded a contract to G. Bortolotto & Company, Inc. for the Fiscal Year 2024 Asphalt Concrete Street Overlay Program, Project 1344. The Fiscal Year 2024 Asphalt Concrete Street Overlay Program, Project 1344 included both asphalt overlay and patch paving.

Streets that received asphalt overlay include: Cluny Place, Elmwood Avenue, Hafner Street, Hazelnut Drive, Honeysuckle Court, Iris Court, Linden Court, Lobelia Drive, Manzanita Street, Merion Drive, Redbud Court, Spruce Court, Souza Avenue, and Tenaya Avenue.

Streets that received patch paving in preparation for the City's slurry seal project or as individual spot repairs include: Argonne Street, Baine Avenue, Breton Drive, Brittany Avenue, Cabernet Avenue, Cedar Boulevard, Central Avenue, Darvon Street, Donegal Court, Elm Street, Enterprise Drive, Fountaine Avenue, George Avenue, Jarvis Avenue, Juniper Street, Laurel Street, Locust Street, Magnolia Street, Nelson Place, Newark Boulevard, Noel Avenue, Oldham Place, Olive Street, Papaya Street, Peachtree Avenue, Reina Place, Rochelle Avenue, Sheridan Court, Sunset Avenue, Timber Street, Tozier Street, Walnut Street, and Yew Court.

DISCUSSION/ANALYSIS

Staff has inspected the entire scope of work which has now been satisfactorily completed in accordance with the approved project plans and specifications and all applicable standards. Pursuant to the State of California Public Contract Code, formal acceptance of the work by the City Council is now recommended.

FISCAL IMPACT

On June 27, 2024, the City Council awarded a contract in the amount of $1,499,990.50 to G. Bortolotto & Company, Inc. Staff also recommended including a construction contingency in the amount of $250,009.50 which brought the recommended allocation for the project to $1,750,000. $50,875 of the total allocation amount would be reimbursed to the City by the Alameda County Water District (ACWD) and Union Sanitary District (USD).

Due to the emergency work associated with the additional patch paving, the project was not completed within the original contract budget. The additional patch paving resulted in the use of approximately 10% of the construction contingency. The total expensed amount for the Fiscal Year 2024 Asphalt Concrete Street Overlay Program, Project 1344, is $1,525,324.30; $224,675.70 less than the total allocation amount of $1,750,000 for the project.

Funding for the Fiscal Year 2024 Asphalt Concrete Street Overlay Program, Project 1344, included a combination of Highway Users Tax Account funds and Senat Bill 1 Road Maintenance and Rehabilitation Account funds.

REVIEW AND APPROVAL

Prepared by - Michael Carmen, Assistant Engineer
Reviewed by - Scott D. Alman, Contract Acting City Engineer
Reviewed by - Howard Young, Public Works Director
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - Lenka Hovorka, Assistant City Manager

Attachments

Resolution - Asphalt Concrete Overlay Project

Asphalt Concrete Overlay photo examples

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ACCEPTING THE WORK WITH G. BORTOLOTTO & COMPANY, INC. FOR FY 2024 ASPHALT CONCRETE STREET OVERLAY PROGRAM, PROJECT 1344

WHEREAS, the City of Newark entered into a contract with G. Bortolotto & Company, Inc. pursuant to Resolution No. 11,654, adopted June 27, 2024, for FY 2024 Asphalt Concrete Street Overlay Program, Project 1344, in the City of Newark; and

WHEREAS, G. Bortolotto & Company, Inc. has successfully completed the improvements for FY 2024 Asphalt Concrete Overlay Program, Project 1344, in accordance with plans and specifications for the contract; and

WHEREAS, said work has been completed to the satisfaction of the City Engineer; and

WHEREAS, the final cost of the project was $1,525,324.30, which is $224,675.70 under the total allocated budget of $1,750,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby accepts the improvements for FY 2024 Asphalt Concrete Overlay Program, Project 1344.

BE IT FURTHER RESOLVED that the City Council of the City of Newark hereby authorizes the release of bonds guaranteeing completion of the work.

BE IT FURTHER RESOLVED that the City Council of the City of Newark hereby authorizes the filing of a Notice of Completion with the Office of the County Recorder of Alameda County, California.

BE IT FURTHER RESOLVED that the City Council of the City of Newark hereby authorizes the City to issue payment including the release of a final retention payment to G. Bortolotto & Company, Inc. for the completion of FY 2024 Asphalt Concrete Street Overlay, Project 1344, pursuant to the contract.

2024 ASPHALT CONCRETE STREET OVERLAY PROGRAM, PROJECT 1344

BEFORE AND AFTER EXAMPLES PICTURES

Figure1: Elmwood Avenue (Before)

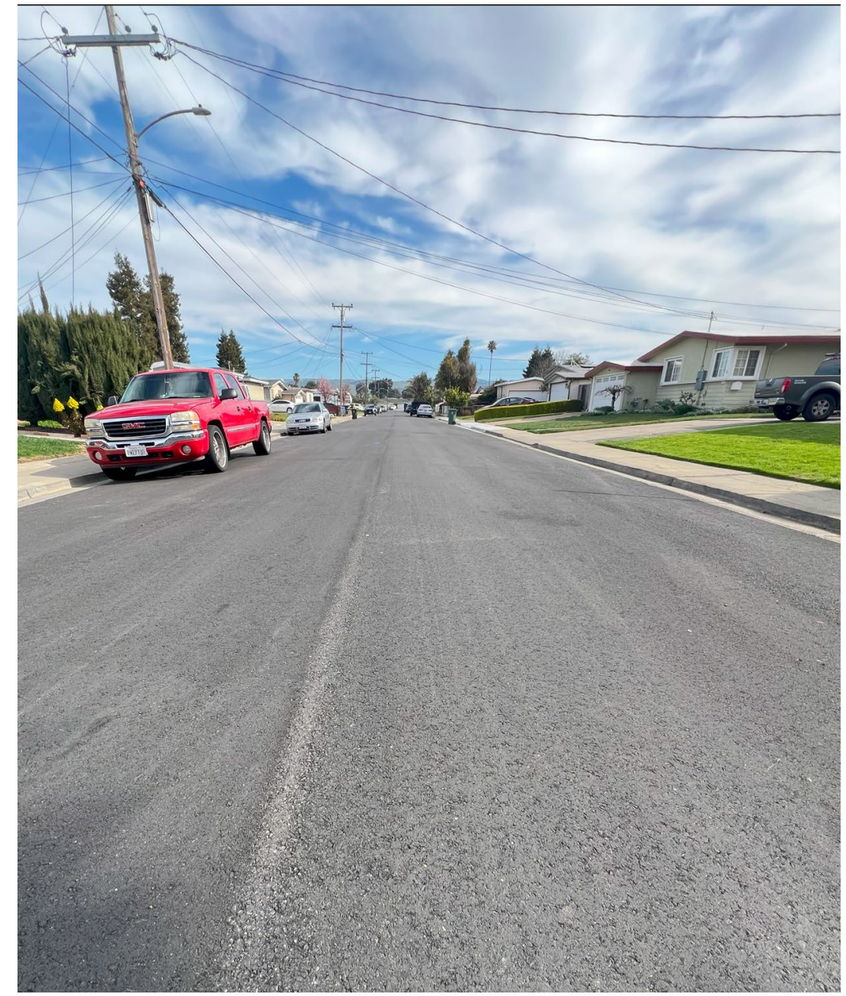

Figure 2: Elmwood Avenue (After Asphalt Concrete Overlay)

Figure 3: Tenaya Avenue (Before)

Figure 4: Tenaya Avenue (After Asphalt Concrete Overlay)

Figure 5: Souza Avenue (Before)

Figure 6: Souza Avenue (After Asphalt Concrete Overlay)

Figure 7: 5756 Souza Avenue (Before)

Figure 8: 5756 Souza Avenue (After Asphalt Concrete Overlay)

Figure 9: Merion Drive (Before)

Figure 10: Merion Drive (After Asphalt Concrete Overlay)

Figure 11: Merion Drive Facing Spruce Street (Before)

Figure 12: Merion Drive Facing Spruce Street (After Asphalt Concrete Overlay)

Figure 13: Hafner Street (Before)

Figure 14: Hafner Street (After Asphalt Concrete Overlay)

Figure 15: Spruce Court (Before)

Figure 16: Spruce Court (After Asphalt Concrete Overlay)

Figure 17: Redbud Court (Before)

Figure 18: Redbud Court (After Asphalt Concrete Overlay)

Figure 19: Honeysuckle Court (Before)

Figure 20: Honeysuckle Court (After Asphalt Concrete Overlay)

Figure 21: Iris Court (Before)

Figure 22: Iris Court (After Asphalt Concrete Overlay)

STAFF REPORT

Item E. 1.

DATE	06/26/2025
TO	Honorable Mayor and City Council Members
FROM	Vibha Deshmukh, Associate Civil Engineer
SUBJECT	Hold a public hearing and adopt a resolution approving the Final Engineer's Report, confirming formation of Landscaping and Lighting District No. 20 and authorizing the levy and collection of assessments for Fiscal Year 2025-26

SUMMARY AND RECOMMENDATION

Staff recommends that the City Council take the following actions: (1) Hold a public hearing for the proposed formation of Landscaping and Lighting District No. 20 (Tract 8583); (2) Upon conclusion of public input, close the balloting period and direct the City Clerk to tabulate all received ballots; (3) Accept the City Clerk's tabulation results; and (4) If no majority protest exists, adopt a resolution approving the Engineer's Report, confirming the formation of Landscaping and Lighting District No. 20 and authorizing the levy and collection of assessments for Fiscal Year 2025-26.

BACKGROUND

The Landscaping and Lighting Act of 1972 established procedures for the formation of maintenance districts for the purpose of financing the costs and expenses associated with the maintenance of landscaping and lighting of public areas. In 1996, California voters approved Proposition 218 which established new procedural requirements related to the formation of Landscaping and Lighting Assessment Districts and increasing existing assessments. These procedural requirements include holding a public hearing, mailing notices and ballots to all affected property owners at least 45 days in advance of the public hearing, and the tabulation of ballots weighted by the proposed assessment amounts.

Robson Homes, the developer of Tract 8583 located off Cedar Boulevard between Moores Avenue and Smith Avenue, requested the City facilitate the formation of Landscaping and Lighting District No. 20 to meet conditions of approval for the project. Landscaping and Lighting District No. 20 would provide for the maintenance of median, street and buffer landscaping on Cedar Boulevard between Moores Avenue and Smith Avenue; trash capture device maintenance, and maintenance and operation of streetlights along this portion of Cedar Boulevard. On May 8, 2025, City Council adopted Resolution No. 11,742 initiating proceedings for the formation of Landscaping

and Lighting District No. 20 comprised of Tract 8583, preliminarily approving the Engineer's Report, and declaring its intention to order the formation of the assessment district to levy and collect assessments. In accordance with Proposition 218, City Council directed notices and ballots were mailed to all affected property owners, subject to the proposed assessment at least 45 days prior to the date of the public hearing set for June 26, 2025.

DISCUSSION/ANALYSIS

During the public hearing, City Council will hear public testimony and receive comments related to the proposed assessment and ballot process. Property owners may submit, change, or withdraw their ballots anytime through the close of the public hearing. Once the public hearing is closed, the City Clerk will open and tabulate all ballots received. Each ballot will be weighted based on the amount of the proposed assessment. This means one vote for each dollar of assessment.

A majority protest exists if the weighted ballots received in opposition to the proposed assessment exceed the weighted ballots received in favor of the proposed assessment. If a majority protest does not exist, the City Council may consider adopting the attached resolution to approve the Engineer’s Report, confirm formation of Landscaping and Lighting District No. 20, and authorize the levy and collection of assessments beginning in Fiscal Year 2025-26. If approved, Landscaping and Lighting District No. 20 would generate $6,875 for Fiscal Year 2025-26. If and when Landscaping and Lighting District No. 20 is formed, it will be included with the existing Districts within the City for annual administration.

FISCAL IMPACT

If the formation of Landscaping and Lighting District No. 20 is not approved and assessments are not levied annually, the City will not generate dedicated funding for the ongoing maintenance of the public landscaping and lighting improvements installed along Cedar Boulevard as part of the Tract 8583 development.

Based on the Engineer’s Report, the projected total cost for the operation, maintenance, servicing, and replacement of improvements for Landscaping and Lighting District No. 20 in Fiscal Year 2025-26 is estimated at approximately $11,000. If approved, Landscaping and Lighting District No. 20 will generate $6,875 in assessments for Fiscal Year 2025-26 to support the maintenance of these improvements. The remaining $4,125 of the total maintenance budget is considered a general benefit to the public at large and will be funded by the Public Works Maintenance Cost Center (Fund 140).

Beginning in Fiscal Year 2026-27, the maximum assessment rate may be increased annually based on the percentage change in the Consumer Price Index (CPI), San Francisco Bay Area (All Urban Consumers), using the Fiscal Year 2025-26 index as the base year.

A dedicated Fund (Fund 420) will be established to track all revenues and expenses

related to Landscaping and Lighting District No. 20, ensuring transparency, budget accountability, and compliance with Proposition 218.

REVIEW AND APPROVAL

Prepared by - Vibha Deshmukh, Senior Civil Engineer
Reviewed by - Scott Alman, Contract Acting City Engineer
Reviewed by - Howard Young, Public Works Director
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - Lenka Hovorka, Assistant City Manager

Attachments

Resolution - Landscape and Lighting District 20

Engineer's Report V2

Resolution No. 11,742

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING THE ENGINEER'S REPORT, CONFIRMING FORMATION OF LANDSCAPING AND LIGHTING DISTRICT NO. 20, AND AUTHORIZING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2025-26

WHEREAS, pursuant to the Landscaping and Lighting Act of 1972 and Proposition 218, City Council, by Resolution No. 11,742 adopted on May 8, 2025, (i) ordered the initiation of proceedings for the formation of Landscaping and Lighting District No. 20 comprised of Tract 8583 (the "Assessment District") for the purpose of financing the maintenance of those public improvements identified in the Engineer's Report prepared by Francisco & Associates (the "Engineer's Report"); (ii) preliminarily approved the Engineer's Report; and (iii) set the date and time for a public hearing (the "Public Hearing") on the Assessment District pursuant to Section 22624 of the Street and Highways Code; and

WHEREAS, City Council provided a 45-day written notice of the Public Hearing to each record owner of assessable parcels of real property located within the boundaries of the Assessment District; and

WHEREAS, the Public Hearing was held at a meeting of the City Council on June 26, 2025 at 7:00 pm in the City Council Chambers, located at 37101 Newark Boulevard, Newark, California on the formation of the Assessment District and the levying and collection of assessments as proposed in the Engineer's Report; and

WHEREAS, every interested person had an opportunity to make a protest to the Engineer's Report either in writing or orally at the Public Hearing, and the City Council has considered each protest; and

WHEREAS, the 45-day written notice also included a ballot by which each property owner could express their support or opposition to the formation of the Assessment District; and

WHEREAS, the ballot indicated that it must be returned before the conclusion of the Public Hearing on June 26, 2025 in order to be valid and counted and that all ballots physically received by the City Clerk would be tabulated after the conclusion of the public input portion of the Public Hearing; and

WHEREAS, the ballots sent to owners of assessable real property within the boundaries of the Assessment District have been received and tabulated, with ballots weighted according to the proportional financial obligation of each parcel; and

WHEREAS, for Fiscal Year 2025-26 the annual assessment to be levied is proposed at Fifty-Eight Dollars and Twenty-Six Cents ($58.26) per Equivalent Dwelling Unit; and

WHEREAS, in order to keep up with inflation, the maximum annual assessment is proposed to be adjusted annually by the annual change in the Consumer Price Index (CPI), San Francisco Bay Region (All Urban Consumers); and

WHEREAS, this resolution is adopted in accordance with Section 22361 of the Streets and Highways Code;

NOW, THEREFORE, BE IT RESOLVED that the canvass and tabulation of ballots submitted by property owners within the boundaries of the Assessment District is complete and certified by the City Clerk, the results of which are as follows:

Total Number of Valid Ballots Processed: _____
Total Assessment Amount of Valid Ballots: _____

Total Number of "Yes" Ballots Processed: _____
Total Assessment Amount of "Yes" Ballots Processed: _____
Percentage of "Yes" Ballots, Weighted by Assessment: _____

Total Number of "No" Ballots Processed: _____
Total Assessment Amount of "No" Ballots Processed: _____
Percentage of "No" Ballots, Weighted by Assessment: _____

BE IT FURTHER RESOLVED that, as weighted according to the amount of assessment for each parcel, ___ % of the property owners within the Assessment District cast ballots in support of Landscaping and Lighting District No. 20 and that a majority protest, as defined by Section 53753 of the California Government Code, does not exist.

BE IT FURTHER RESOLVED that Landscaping and Lighting District No. 20 is hereby formed.

BE IT FURTHER RESOLVED that the Engineer's Report is hereby approved and Landscaping and Lighting District No. 20 improvements to be financed with assessment proceeds described in the Engineer's Report are hereby ordered.

BE IT FURTHER RESOLVED that this City Council confirms the assessment diagram and the annual assessments as set forth in the Engineer's Report and authorizes the levy and collection of assessments for Fiscal Year 2025-26 as set forth in the Engineer's Report.

BE IT FUTHER RESOLVED that the allowance for an annual increase to the maximum assessment in future fiscal years based on the annual change in CPI, San Francisco Bay Region (All Urban Consumers), is authorized as set forth in the Engineer's Report.

BE IT FURTHER RESOLVED that this resolution is adopted pursuant to Section 22631 of the Streets and Highways Code.

NEWARK
california

Landscaping and Lighting District No. 20 (Tract 8583) Engineer's Report

June 26, 2025

Prepared by

FRANCISCO AND ASSOCIATES

Where Innovative Strategies Fund Tomorrow's Communities

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Appendix A (LLD No. 20 Improvement Diagram) A-1

Appendix B (Assessment Roll) B-1

CITY OF NEWARK

LANDSCAPING AND LIGHTING DISTRICT NO. 20

FISCAL YEAR 2025-26

CITY COUNCIL MEMBERS AND CITY STAFF

Michael Hannon
Mayor

Eve Marie Little
Vice Mayor

Matthew Jorgens
Council Member

Terrence Grindall
Council Member

Julie Del Catancio
Council Member

David J. Benoun
City Manager

Kristopher Kokotaylo
City Attorney

Sheila Harrington
City Clerk

Krysten Lee
Finance Director

Vibha Deshmukh, P.E., QSD
Associate Civil Engineer

Francisco & Associates
Assessment Engineer

ENGINEER'S REPORT

CITY OF NEWARK

LANDSCAPING AND LIGHTING DISTRICT NO. 20

FISCAL YEAR 2025-26

The undersigned, acting on behalf of *Francisco & Associates*, respectfully submits the enclosed Engineer's Report as directed by the City of Newark City Council pursuant to the provisions of Article XIIID, Section 4 of the California Constitution and provisions of the Landscaping and Lighting Act of 1971 commencing with Section 22500 et. Seq. of the California Streets and Highway Code. The undersigned certifies that he is a Professional Engineer, registered in the State of California.

Dated: May 29, 2025

By: _____
Ed Espinoza, P.E.
RCE # 83709

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and Assessment District Diagram thereto attached was filed with me on the _____ day of _____, 2025.

Sheila Harrington, City Clerk
City of Newark
Alameda County, California

By:_____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and Assessment Diagram, thereto attached, was approved, and confirmed by the City Council of the City of Newark, Alameda County, California, on the _____ day of _____, 2025.

Sheila Harrington, City Clerk
City of Newark
Alameda County, California

By: _____

SECTION I

INTRODUCTION
ENGINEER'S REPORT

FORMATION OF LANDSCAPING & LIGHTING DISTRICT NO. 20
FISCAL YEAR 2025-26

To ensure the proper flow of funds for the ongoing operation, maintenance, servicing and replacement of specific improvements within the City of Newark (the "City"), the City Council, through the Landscaping & Lighting Act of 1972 (the "1972 Act"), has previously approved the formation of nineteen (19) Landscape & Lighting Districts (LLD) and is currently proposing the formation of one (1) additional LLD, which is the purpose of this Engineer's Report (Report). Improvements, which may be operated, maintained, serviced and replaced by LLDs, include, but are not limited to, landscaping, park, streetlighting, and trail improvements.

Generally, as a part of the conditions of approval to develop property within the City, property owners/developers are required to mitigate their project's financial impact to the City. Developers can provide their own financing mechanism to mitigate their impact, form a new LLD or when applicable, annex into an existing LLD. The formation of these LLDs ensure that the operation, maintenance, servicing, and replacement costs of these improvements are specifically paid for those property owners who directly benefit from the improvements.

LLD No. 20 (the "District") will include Tract 8583 which is located north side of Cedar Boulevard, between Moores Avenue and Smith Avenue. Tract 8583 will consist of 118 single-family homes at build-out. Formation of the District will require approval from the District property owner(s), prior to final approval from City Council. This process is discussed in Section II, "Impacts of Proposition 218" of this Report.

As required by the 1972 Act, this Report includes: (1) a description of the improvements to be operated, maintained, serviced and replaced by the District, (2) a cost estimate for the District, and (3) a listing of the proposed maximum assessments to be levied upon each assessable lot or parcel within the District.

The City of Newark will hold a public hearing on June 26, 2025, regarding the formation of the District. At the public hearing the City will provide an opportunity for any interested person to be heard. After the public input portion of the public hearing, the City Clerk will tabulate the assessment ballots. If the assessment ballot tabulation is favorable, the City Council may adopt a resolution forming the District and confirming the maximum assessment rates as originally proposed or as modified.

Payment of the assessment for each parcel will be made in the same manner and at the same time as payments are made for property taxes. All funds collected through the

assessment must be placed in a special fund and can only be used for the purposes stated within this Report.

SECTION II

IMPACT OF PROPOSITION 218

FORMATION OF LANDSCAPING & LIGHTING DISTRICT NO. 20 FISCAL YEAR 2025-26

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.

Formation of the District will require voter approval from the District property owner(s), prior to final approval from City Council. In order to comply with the requirements of Proposition 218, the City of Newark has implemented the following procedures:

1) Every property owner within the District will be mailed a ballot, which allows the property owners to cast their votes either in favor or against the proposed formation of the assessment district. A notice describing the assessment, the individual property owner's maximum annual assessment, the duration of the assessment, the reason for the assessment, and the basis upon which the assessment is calculated will accompany the ballot.

2) After the close of the public input portion of the public hearing, the ballots, which have been returned to the City Clerk will be tabulated to determine whether a majority protest against the formation of the District exists.

3) Returned ballots will be weighted based on their proposed assessment amount.

4) Publicly owned properties must be assessed unless there is clear and convincing evidence that they 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 and public parkways, utility easements, and that 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, HOA common areas and any other parcels that do not receive a special and direct benefit from the improvements.

All property owners will be noticed in accordance with Proposition 218 a minimum of 45 days prior to the public hearing, unless a shorter notice period is agreed to by <u>all</u> affected property owners. After the public hearing and after the ballots have been tabulated, if a majority of the weighted ballots do not oppose the assessment, then the City Council may adopt a resolution forming the District and confirming the maximum assessment rate.

SECTION III

ENGINEER'S REPORT PREPARED PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972 SECTION 22500 THROUGH 22679 OF THE CALIFORNIA STREETS AND HIGHWAY CODE

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), Proposition 218, and in accordance with the Resolution of Intention accepting the Preliminary Engineer's Report, adopted by the City Council of the City of Newark, on May 8, 2025, and in connection with the proceedings for:

CITY OF NEWARK
FORMATION OF LANDSCAPING & LIGHTING DISTRICT NO. 20
FISCAL YEAR 2025-26

Herein after referred to as the "District", I, Ed Espinoza, the duly appointed ENGINEER OF WORK, submit herewith the "Report" consisting of five (5) parts as follows:

PART A: PLANS AND SPECIFICATIONS

This part describes the improvements in the District. Plans and specifications for the improvements are as set forth on the lists thereof, attached hereto, and are on file in the Office of the Public Works Department and are incorporated herein by reference.

PART B: ESTIMATE OF COST

This part contains an estimate of the cost of the proposed improvements, including incidental costs and expenses in connection therewith, is as set forth on the lists thereof, attached hereto, and is on file in the Office of the Public Works Department.

PART C: ASSESSMENT DIAGRAM

This part incorporates by reference a diagram showing the exterior boundaries of the District and the lines and dimensions of each lot or parcel of land within the District. The diagram has been prepared by the Engineer of Work and is on file in the Office of the Newark City Clerk. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Contra Costa County Assessor for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

PART D: METHOD OF APPORTIONMENT OF ASSESSMENT

This part contains the method of apportionment of assessments, based upon parcel classification of land within the District, in proportion to the estimated benefits to be received.

PART E: PROPERTY OWNER LIST & ASSESSMENT ROLL

This part contains a list of the Contra Costa County Assessor's Parcel numbers, and the maximum amount to be assessed upon the benefited lands within the District. The Assessment Roll is filed in the Office of the Newark City Clerk and is incorporated in this Report by reference. The list is keyed to the records of the Contra Costa 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 Landscaping 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 are to be 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.

- Streetlighting 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.

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 that will be constructed is as follows:

Landscape Improvements

- Medians along Cedar Boulevard
- 1 Trash Capture Device ("TCD"), to keep trash from collecting in the landscaped areas

Streetlighting Improvements

- 5 Streetlights located on Cedar Boulevard

PART B

ESTIMATE OF COST

The 1972 Act requires that a special fund be set up for the collection of revenues and expenditures of the District. The 1972 Act provides that the total cost of construction, operation, 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, maintenance and servicing of the District can also be included.

Table 1 below shows the total operation, maintenance, servicing, and replacement budget upon completion of all improvements which could be assessed against the benefiting parcels within the District in Fiscal Year 2025-26 dollars.

Budget Descriptions	FY 2025/26 Cost Estimate
Revenues	
District Assessments	$6,875
City Contribution for General Benefit	$4,125
Total Annual Revenue:	$11,000
Expenditures	
Landscape Maintenance	$7,000
Streetlighting Operations & Maintenance	$800
Administration and Incidentals	$1,500
County Collection Fees	$200
Capital Replacement Collection	$1,500
Total Annual Maintenance & Operation Costs:	**$11,000**

Revenues collected from the assessment shall be used only for the purposes as stated herein. Any balance remaining on July 1 at the end of the fiscal year must be carried over to the next fiscal year.

PART C

ASSESSMENT DISTRICT DIAGRAM

The boundaries of the District are completely within the boundaries of the City of Newark. The Assessment Diagram is on file in the Office of the City Clerk of the City of Newark and shown on the following page of this Report. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Contra Costa County Assessor for the year when this Report was prepared, and are incorporated by reference herein and made part of this Report. A reduced copy of the Assessment Diagram for the District is included on the following page.

LANDSCAPING AND LIGHTING DISTRICT NO. 20
(TRACT 8583)
ASSESSMENT DIAGRAM

Reference Number	Assessor Parcel Number	Property Owner	Reference Number	Assessor Parcel Number	Property Owner
1	092A2604001	ROBSON HOMES LLC	72	092A2604072	ROBSON HOMES LLC
2	092A2604002	ROBSON HOMES LLC	73	092A2604073	ROBSON HOMES LLC
3	092A2604003	ROBSON HOMES LLC	74	092A2604074	ROBSON HOMES LLC
4	092A2604004	ROBSON HOMES LLC	75	092A2604075	ROBSON HOMES LLC
5	092A2604005	ROBSON HOMES LLC	76	092A2604076	ROBSON HOMES LLC
6	092A2604006	ROBSON HOMES LLC	77	092A2604077	ROBSON HOMES LLC
7	092A2604007	ROBSON HOMES LLC	78	092A2604078	ROBSON HOMES LLC
8	092A2604008	ROBSON HOMES LLC	79	092A2604079	ROBSON HOMES LLC
9	092A2604009	ROBSON HOMES LLC	80	092A2604080	ROBSON HOMES LLC
10	092A2604010	ROBSON HOMES LLC	81	092A2604081	ROBSON HOMES LLC
11	092A2604011	ROBSON HOMES LLC	82	092A2604082	ROBSON HOMES LLC
12	092A2604012	ROBSON HOMES LLC	83	092A2604083	ROBSON HOMES LLC
13	092A2604013	ROBSON HOMES LLC	84	092A2604084	ROBSON HOMES LLC
14	092A2604014	ROBSON HOMES LLC	85	092A2604085	ROBSON HOMES LLC
15	092A2604015	ROBSON HOMES LLC	86	092A2604086	ROBSON HOMES LLC
16	092A2604016	ROBSON HOMES LLC	87	092A2604087	ROBSON HOMES LLC
17	092A2604017	ROBSON HOMES LLC	88	092A2604088	ROBSON HOMES LLC
18	092A2604018	ROBSON HOMES LLC	89	092A2604089	ROBSON HOMES LLC
19	092A2604019	ROBSON HOMES LLC	90	092A2604090	ROBSON HOMES LLC
20	092A2604020	ROBSON HOMES LLC	91	092A2604091	ROBSON HOMES LLC
21	092A2604021	ROBSON HOMES LLC	92	092A2604092	ROBSON HOMES LLC
22	092A2604022	ROBSON HOMES LLC	93	092A2604093	ROBSON HOMES LLC
23	092A2604023	ROBSON HOMES LLC	94	092A2604094	ROBSON HOMES LLC
24	092A2604024	ROBSON HOMES LLC	95	092A2604095	ROBSON HOMES LLC
25	092A2604025	ROBSON HOMES LLC	96	092A2604096	ROBSON HOMES LLC
26	092A2604026	ROBSON HOMES LLC	97	092A2604097	ROBSON HOMES LLC
27	092A2604027	ROBSON HOMES LLC	98	092A2604098	ROBSON HOMES LLC
28	092A2604028	ROBSON HOMES LLC	99	092A2604099	ROBSON HOMES LLC
29	092A2604029	ROBSON HOMES LLC	100	092A2604100	ROBSON HOMES LLC
30	092A2604030	ROBSON HOMES LLC	101	092A2604101	ROBSON HOMES LLC
31	092A2604031	ROBSON HOMES LLC	102	092A2604102	ROBSON HOMES LLC
32	092A2604032	ROBSON HOMES LLC	103	092A2604103	ROBSON HOMES LLC
33	092A2604033	ROBSON HOMES LLC	104	092A2604104	ROBSON HOMES LLC
34	092A2604034	ROBSON HOMES LLC	105	092A2604105	ROBSON HOMES LLC
35	092A2604035	ROBSON HOMES LLC	106	092A2604106	ROBSON HOMES LLC
36	092A2604036	ROBSON HOMES LLC	107	092A2604107	ROBSON HOMES LLC
37	092A2604037	ROBSON HOMES LLC	108	092A2604108	ROBSON HOMES LLC
38	092A2604038	ROBSON HOMES LLC	109	092A2604109	ROBSON HOMES LLC
39	092A2604039	ROBSON HOMES LLC	110	092A2604110	ROBSON HOMES LLC
40	092A2604040	ROBSON HOMES LLC	111	092A2604111	ROBSON HOMES LLC
41	092A2604041	ROBSON HOMES LLC	112	092A2604112	ROBSON HOMES LLC
42	092A2604042	ROBSON HOMES LLC	113	092A2604113	ROBSON HOMES LLC
43	092A2604043	ROBSON HOMES LLC	114	092A2604114	ROBSON HOMES LLC
44	092A2604044	ROBSON HOMES LLC	115	092A2604115	ROBSON HOMES LLC
45	092A2604045	ROBSON HOMES LLC	116	092A2604116	ROBSON HOMES LLC
46	092A2604046	ROBSON HOMES LLC	117	092A2604117	ROBSON HOMES LLC
47	092A2604047	ROBSON HOMES LLC	118	092A2604118	ROBSON HOMES LLC
48	092A2604048	ROBSON HOMES LLC	119	092A2604119	ROBSON HOMES LLC
49	092A2604049	ROBSON HOMES LLC	120	092A2604120	ROBSON HOMES LLC
50	092A2604050	ROBSON HOMES LLC	121	092A2604121	ROBSON HOMES LLC
51	092A2604051	ROBSON HOMES LLC	122	092A2604122	ROBSON HOMES LLC
52	092A2604052	ROBSON HOMES LLC	123	092A2604123	ROBSON HOMES LLC
53	092A2604053	ROBSON HOMES LLC	124	092A2604124	ROBSON HOMES LLC
54	092A2604054	ROBSON HOMES LLC	125	092A2604125	ROBSON HOMES LLC
55	092A2604055	ROBSON HOMES LLC	126	092A2604126	ROBSON HOMES LLC
56	092A2604056	ROBSON HOMES LLC	127	092A2604127	ROBSON HOMES LLC
57	092A2604057	ROBSON HOMES LLC	128	092A2604128	ROBSON HOMES LLC
58	092A2604058	ROBSON HOMES LLC	129	092A2604129	ROBSON HOMES LLC
59	092A2604059	ROBSON HOMES LLC	130	092A2604130	ROBSON HOMES LLC
60	092A2604060	ROBSON HOMES LLC	131	092A2604131	ROBSON HOMES LLC
61	092A2604061	ROBSON HOMES LLC	132	092A2604132	ROBSON HOMES LLC
62	092A2604062	ROBSON HOMES LLC	133	092A2604133	ROBSON HOMES LLC
63	092A2604063	ROBSON HOMES LLC	134	092A2604134	ROBSON HOMES LLC
64	092A2604064	ROBSON HOMES LLC	135	092A2604135	ROBSON HOMES LLC
65	092A2604065	ROBSON HOMES LLC	136	092A2604136	ROBSON HOMES LLC
66	092A2604066	ROBSON HOMES LLC	137	092A2604137	ROBSON HOMES LLC
67	092A2604067	ROBSON HOMES LLC	138	092A2604138	ROBSON HOMES LLC
68	092A2604068	ROBSON HOMES LLC	139	092A2604139	ROBSON HOMES LLC
69	092A2604069	ROBSON HOMES LLC	140	092A2604140	ROBSON HOMES LLC
70	092A2604070	ROBSON HOMES LLC	141	092A2604141	ROBSON HOMES LLC
71	092A2604071	ROBSON HOMES LLC			

PART D

METHOD OF APPORTIONMENT OF ASSESSMENT

Part 2 of Divisions 15 of the Streets and Highway Code, the Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which includes, but is not limited to the operation, maintenance, servicing and replacement of street lighting, landscaping, trails, parks, and open space area facilities.

Section 22573 of the 1972 Act requires that assessments must be levied according to special benefit, rather than according to assessed value. This Section states:

> "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 benefit to be received by each such lot or parcel from the improvements."

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 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 and people.

Article XIIID provided 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 owned used for business purposes similar to private residential, commercial, industrial, and institutional activities.

The City is required to separate general benefit to the public at large from the special benefits to property and only the special benefits may be assessed. The amount to be assessed may be apportioned using any formula or method which fairly distributes the special benefits amongst all assessable lots or parcels. The separation of general and special benefits and the assessment methodology used to apportion the special benefits to properties within the District are described in Part D of this report.

SPECIAL BENEFIT

Under Article XIIID of the California Constitution, a special benefit is a benefit that is "particular and distinct from those conferred on other parcels and that is over and above any general benefits conferred by the improvements." Following an analysis of the District improvements, the special benefits conferred on properties within the District were identified and are described below.

- Improved aesthetic appeal for adjacent properties providing a positive representation for the neighborhood.
- Enhanced desirability of property through direct association with the improvements.
- Safer vehicle and pedestrian access to and from property.
- Reduced criminal activity and property-related crimes (especially vandalism) against properties through well-maintained surroundings and amenities including abatement of graffiti.
- Local environmental enhancement through improved erosion control, dust and debris control, and fire prevention.

These special benefits to property are the basis for apportionment of assessments within the District utilizing the assessment methodology described in Part D of this Report.

GENERAL BENEFIT

Under Article XIIID of the California Constitution, general benefit is defined as a benefit that is not particular or distinct to any specific parcel but rather shared by the public at large. Following an analysis of the District improvements, the general benefits to the public at large were identified and are described below.

- Improved pass-through traffic, benefiting the general traveling public.
- Enhanced Citywide Beautification improving the visual character of the broader community that is enjoyed by residents, commuters, and visitors regardless of proximity to the improvements.
- Erosion and debris control supporting cleanliness and keeping trash and debris from spreading to other areas of the City and affecting quality of life.

The total cost attributed to these general benefits cannot be assessed to properties within the District and must be paid from alternative funding source. As noted above, there are a total of eight (8) benefits associated with the District improvements. Five (5) are special benefits to properties within the District and three (3) are general benefits to the public at large. Therefore, the portion of the District budget attributed to general benefits to the public at large is calculated as follows:

$$\text{General Benefit \%} = \frac{\text{3 General Benefits}}{\text{8 Total Benefits}} = 37.5\%$$

Based on the calculation above, 37.5% of the total District budget is designated as general benefit to the public at large and will be funded through an alternative funding source. The remaining 62.5% is considered special benefit to properties within the District and will be spread using the assessment methodology described in this part of the Report.

ASSESSMENT METHODOLOGY

The operation, maintenance, servicing, and replacement costs attributed to special benefit for the District landscaping and streetlighting improvements are apportioned in accordance with a methodology that is consistent with standard assessment engineering practices. Since the assessments are levied on the owners of properties as shown on the secured property tax rolls, the final assessments must be assigned by Assessor's Parcel Number (APN). If assessments were to be allocated by parcel, not considering land use, benefit would not be allocated equitably because a single-family parcel would be paying the same as a 50-unit apartment parcel or a large commercial property. To establish proportionality, the assessment methodology is based on Equivalent Dwelling Units (EDUs) assigned to each APN as described below.

Single-Family Residential Parcels – The single-family residential parcel has been selected as the basic unit for the calculation of assessments since it represents approximately 75% of the parcels within the City. Therefore, the single-family residential parcel is defined as one EDU per parcel. EDUs are assigned to other land uses within the District in proportion to the special benefit they receive relative to the single-family residential parcel as described below.

Multi-Family Residential Parcels – Multi-family residential parcels are parcels comprised of more than one residential unit on the same parcel, excluding Accessory Dwelling Units (ADUs). On average, residential units for multi-family residential parcels have approximately 50% of the building square footage as compared to a single-family home. Furthermore, studies consistently show that multi-family residential units impact public infrastructure approximately 50% as much as a single-family home. Therefore, multi-family parcels are assigned 0.50 EDUs per residential unit.

Non-Residential Parcels – Commercial, industrial, institutional, and other assessable non-residential properties will be assigned six (6) EDUs per acre of land. The 6 EDUs per acre allocation is based on the average size of a single-family parcel in the City of Newark. For every acre of non-residential land approximately 6 single-family homes could be constructed on that acre of land which would equate to 6 EDUs per acre.

Undeveloped Parcels – Undeveloped properties are assessed at 25% of the developed EDUs assigned for each parcel of land based on land use classification. Undeveloped properties benefit less from the improvements than developed property because undeveloped properties do not have structures which house residents or employees. However, the improvements funded by the District do benefit undeveloped property because improvements have been installed that allow for development to occur making the property more attractive to potential buyers. Based on this information, it is reasonable

to assume that undeveloped property benefits less than developed property. To determine the difference in special benefit conferred on developed versus undeveloped property, the assessed values for property within the City per the Alameda County Assessor were reviewed to determine what percentage of assessed value is typically associated with underlying land and what percentage is typically associated with structures. Based upon the review, it was determined that approximately 25% of the assessed value of developed property in the City is associated with the underlying land. Therefore, EDUs assigned to undeveloped residential and non-residential property have been discounted by 75% to account for the differences in benefit from improvements conferred on developed and undeveloped property.

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 and public parkways (all of which are typically not assigned an APN by the County), and that portion of public property that is not developed and used for business purposes similar to private commercial, industrial, and institutional activities (such as office buildings like a City Hall, etc.). Also exempted from the assessment would be utility rights-of-ways, common areas, and any other property that is deemed to be unable to be developed. Also exempted from the assessments are private streets, utility easements, HOA common areas and any other parcels that do not receive a special and direct benefit from the improvements.

Furthermore, parcels within the District may be assessed as developed property once the final maps have been approved by the City of Newark and/or it is anticipated that improvements will need to be maintained or reserve funds will need to be collected for the ensuing fiscal year.

DISTRICT MAXIMUM ASSESSMENT RATES

The District will be comprised of 118 single-family residential parcels at build-out resulting in 118 EDUs. Therefore, the maximum Fiscal Year 2025-26 assessment rate is $58.26 per EDU based on the estimate of cost shown in Part B of this Report of which 62.5% has been attributed to special benefit for the District.

ANNUAL ADJUSTMENTS TO DISTRICT MAXIMUM ASSESSMENT RATES

The maximum assessment rate per EDU described above will be increased annually by the annual change in the Consumer Price Index (CPI), San Francisco Bay Region (All Urban Consumers).

APPEAL OF DISTRICT ASSESSMENTS

Any property owner claiming the amount or application of their District assessment is not correct may file a written notice of appeal with the City Public Works Director not later than one calendar year after having paid the District assessment that is disputed. The City Public Works Director shall promptly review the appeal and, if necessary, meet with

the property owner, consider written and oral evidence regarding the amount of the District assessment, and decide the appeal. If the City Public Works Director's decision requires the District assessment to be modified or changed in favor of the property owner, a refund shall be made or an adjustment may be made to the next annual District assessment levy. Any dispute over the decision of the City Public Works Director shall be referred 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 lot or 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 assessments for Fiscal Year 2025-26 apportioned to each lot or parcel. The Assessment Roll is on file in the Office of the City Clerk of the City of Newark and is shown in this Report as Appendix B. The total District assessments for Fiscal Year 2025-26 is $6,874.68.

APPENDIX A

Landscaping and Lighting District No. 20
Improvement Diagram

LANDSCAPING AND LIGHTING DISTRICT NO. 20
(TRACT 8583)
IMPROVEMENT DIAGRAM

APPENDIX B

Assessment Roll

Assessor Parcel Number	Tract Number	Fiscal Year 2025-26 Maximum Assessment	Assessor Parcel Number	Tract Number	Fiscal Year 2025-26 Maximum Assessment
92A-2604-1	8583	$58.26	92A-2604-60	8583	$58.26
92A-2604-2	8583	$58.26	92A-2604-61	8583	$58.26
92A-2604-3	8583	$58.26	92A-2604-62	8583	$58.26
92A-2604-4	8583	$58.26	92A-2604-63	8583	$58.26
92A-2604-5	8583	$58.26	92A-2604-64	8583	$58.26
92A-2604-6	8583	$58.26	92A-2604-65	8583	$58.26
92A-2604-7	8583	$58.26	92A-2604-66	8583	$58.26
92A-2604-8	8583	$58.26	92A-2604-67	8583	$58.26
92A-2604-9	8583	$58.26	92A-2604-68	8583	$58.26
92A-2604-10	8583	$58.26	92A-2604-69	8583	$58.26
92A-2604-11	8583	$58.26	92A-2604-70	8583	$58.26
92A-2604-12	8583	$58.26	92A-2604-71	8583	$58.26
92A-2604-13	8583	$58.26	92A-2604-72	8583	$58.26
92A-2604-14	8583	$58.26	92A-2604-73	8583	$58.26
92A-2604-15	8583	$58.26	92A-2604-74	8583	$58.26
92A-2604-16	8583	$58.26	92A-2604-75	8583	$58.26
92A-2604-17	8583	$58.26	92A-2604-76	8583	$58.26
92A-2604-18	8583	$58.26	92A-2604-77	8583	$58.26
92A-2604-19	8583	$58.26	92A-2604-78	8583	$58.26
92A-2604-20	8583	$58.26	92A-2604-79	8583	$58.26
92A-2604-21	8583	$58.26	92A-2604-80	8583	$58.26
92A-2604-22	8583	$58.26	92A-2604-81	8583	$58.26
92A-2604-23	8583	$58.26	92A-2604-82	8583	$58.26
92A-2604-24	8583	$58.26	92A-2604-83	8583	$58.26
92A-2604-25	8583	$58.26	92A-2604-84	8583	$58.26
92A-2604-26	8583	$58.26	92A-2604-85	8583	$58.26
92A-2604-27	8583	$58.26	92A-2604-86	8583	$58.26
92A-2604-28	8583	$58.26	92A-2604-87	8583	$58.26
92A-2604-29	8583	$58.26	92A-2604-88	8583	$58.26
92A-2604-30	8583	$58.26	92A-2604-89	8583	$58.26
92A-2604-31	8583	$58.26	92A-2604-90	8583	$58.26
92A-2604-32	8583	$58.26	92A-2604-91	8583	$58.26
92A-2604-33	8583	$58.26	92A-2604-92	8583	$58.26
92A-2604-34	8583	$58.26	92A-2604-93	8583	$58.26
92A-2604-35	8583	$58.26	92A-2604-94	8583	$58.26
92A-2604-36	8583	$58.26	92A-2604-95	8583	$58.26
92A-2604-37	8583	$58.26	92A-2604-96	8583	$58.26
92A-2604-38	8583	$58.26	92A-2604-97	8583	$58.26
92A-2604-39	8583	$58.26	92A-2604-98	8583	$58.26
92A-2604-40	8583	$58.26	92A-2604-99	8583	$58.26
92A-2604-41	8583	$58.26	92A-2604-100	8583	$58.26
92A-2604-42	8583	$58.26	92A-2604-101	8583	$58.26
92A-2604-43	8583	$58.26	92A-2604-102	8583	$58.26
92A-2604-44	8583	$58.26	92A-2604-103	8583	$58.26
92A-2604-45	8583	$58.26	92A-2604-104	8583	$58.26
92A-2604-46	8583	$58.26	92A-2604-105	8583	$58.26
92A-2604-47	8583	$58.26	92A-2604-106	8583	$58.26
92A-2604-48	8583	$58.26	92A-2604-107	8583	$58.26
92A-2604-49	8583	$58.26	92A-2604-108	8583	$58.26
92A-2604-50	8583	$58.26	92A-2604-109	8583	$58.26
92A-2604-51	8583	$58.26	92A-2604-110	8583	$58.26
92A-2604-52	8583	$58.26	92A-2604-111	8583	$58.26
92A-2604-53	8583	$58.26	92A-2604-112	8583	$58.26
92A-2604-54	8583	$58.26	92A-2604-113	8583	$58.26
92A-2604-55	8583	$58.26	92A-2604-114	8583	$58.26
92A-2604-56	8583	$58.26	92A-2604-115	8583	$58.26
92A-2604-57	8583	$58.26	92A-2604-116	8583	$58.26
92A-2604-58	8583	$58.26	92A-2604-117	8583	$58.26
92A-2604-59	8583	$58.26	92A-2604-118	8583	$58.26

RESOLUTION NO. 11,742

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK INITIATING PROCEEDINGS FOR THE FORMATION OF LANDSCAPING AND LIGHTING DISTRICT NO. 20 FOR TRACT 8583, APPROVING THE ENGINEER'S REPORT, DECLARING INTENTION TO ORDER THE FORMATION OF LANDSCAPING AND LIGHTING DISTRICT NO. 20 FOR TRACT 8583 AND TO LEVY AND COLLECT ASSESSMENTS, AND SETTING THE PUBLIC HEARING DATE FOR JUNE 26, 2025

WHEREAS, as required by Section 22585 of the California Streets and Highways Code the City Council of the City of Newark is to adopt a resolution initiating proceedings in which it proposes the formation of an assessment district under the Landscaping and Lighting Act of 1972 (the "Act"), describing the improvements of the proposed district, describing the proposed assessment district and specifying the distinctive designation of the district as Landscaping & Lighting District No. 20 for Tract 8583 (the "District"), and ordering the preparation of an Engineer's Report to establish the maximum annual assessments for the District; and

WHEREAS, as required by Section 22586 of the California Streets and Highways Code, and in accordance with provisions of the Act, the Engineer of Work has filed a Preliminary Engineer's Report for the District for Fiscal Year 2025-26 with the City Clerk; and

WHEREAS, as required by Section 22587 of the California Streets and Highways Code, the City Council of the City of Newark is to adopt a resolution of intention which declares the City Council's intention to order the formation of the District for Fiscal Year 2025-26, declares the intention to levy and collect assessments; and gives notice of the time and place for a hearing by the City Council regarding the formation of the District.

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

1. Hereby initiates and declares its intention to order the formation of Landscaping & Lighting District No. 20 and declares its intention to levy and collect assessments in said District.

2. Finds that the improvements to be made for the District are generally described as the operation, maintenance and servicing of landscaping, irrigation, lighting, and associated facilities benefiting properties within the District as referenced in the Preliminary Engineer's Report for Fiscal Year 2025-26 on file with the City Clerk. All interested persons are referred to the Preliminary Engineer's Report for a full and detailed description of the improvements, the boundaries of the District, and the proposed assessments upon assessable lots and parcels of land within the District.

3. Declares that on June 26, 2025, at 7:00 p.m., or as soon thereafter as the matter may be heard, it will conduct a Public Hearing on the question of the formation of the District and the levy of proposed annual assessments upon the assessable lots and parcels of land within the District. The Public Hearing will be held at the meeting place of the City Council located in the City Administration Building, 37101 Newark Boulevard, Newark, California.

4. A notice of the Public Hearing and ballot will be mailed to all property owners within the District a minimum of 45 days prior to the Public Hearing in accordance with Proposition 218. Property owners may submit, revise, or withdraw their ballots up through the close of public testimony for the District agenda item on June 26, 2025.

5. Authorizes and asks that the City Clerk to give the notice of Public Hearing required by the Landscaping and Lighting Act of 1972 and Proposition 218.

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on May 8, 2025, by Council Member Jorgens who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

AYES:	Council Members Catancio, Grindall, Jorgens, Vice Mayor Little, and Mayor Hannon
NOES:	None
ABSENT:	None
SECONDED:	Vice Mayor Little

APPROVED:

EVE MARIE LITTLE
Vice Mayor

ATTEST:

SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
City Attorney

NEWARK
california

Landscaping and Lighting District No. 20 (Tract 8583) Engineer's Report

May 8, 2025

Prepared by

FRANCISCO AND ASSOCIATES

Where Innovative Strategies Fund Tomorrow's Communities

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Appendix A (LLD No. 20 Improvement Diagram) A-1

Appendix B (Assessment Roll) B-1

CITY OF NEWARK

LANDSCAPING AND LIGHTING DISTRICT NO. 20

FISCAL YEAR 2025-26

CITY COUNCIL MEMBERS AND CITY STAFF

Michael Hannon
Mayor

Eve Marie Little
Vice Mayor

Matthew Jorgens
Council Member

Terrence Grindall
Council Member

Julie Del Catancio
Council Member

David J. Benoun
City Manager

Kristopher Kokotaylo
City Attorney

Sheila Harrington
City Clerk

Krysten Lee
Finance Director

Vibha Deshmukh, P.E., QSD
Associate Civil Engineer

Francisco & Associates
Assessment Engineer

ENGINEER'S REPORT

CITY OF NEWARK

LANDSCAPING AND LIGHTING DISTRICT NO. 20

FISCAL YEAR 2025-26

The undersigned, acting on behalf of *Francisco & Associates*, respectfully submits the enclosed Engineer's Report as directed by the City of Newark City Council pursuant to the provisions of Article XIIID, Section 4 of the California Constitution and provisions of the Landscaping and Lighting Act of 1971 commencing with Section 22500 et. Seq. of the California Streets and Highway Code. The undersigned certifies that he is a Professional Engineer, registered in the State of California.

Dated: March 31, 2025

By: _____
Ed Espinoza, P.E.
RCE # 83709

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and Assessment District Diagram thereto attached was filed with me on the 5TH day of May, 2025.

Sheila Harrington, City Clerk
City of Newark
Alameda County, California

By: _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and Assessment Diagram, thereto attached, was approved, and confirmed by the City Council of the City of Newark, Alameda County, California, on the _____ day of _____, 2025.

Sheila Harrington, City Clerk
City of Newark
Alameda County, California

By: _____

SECTION I

INTRODUCTION
ENGINEER'S REPORT

FORMATION OF LANDSCAPING & LIGHTING DISTRICT NO. 20
FISCAL YEAR 2025-26

To ensure the proper flow of funds for the ongoing operation, maintenance, servicing and replacement of specific improvements within the City of Newark (the "City"), the City Council, through the Landscaping & Lighting Act of 1972 (the "1972 Act"), has previously approved the formation of nineteen (19) Landscape & Lighting Districts (LLD) and is currently proposing the formation of one (1) additional LLD, which is the purpose of this Engineer's Report (Report). Improvements, which may be operated, maintained, serviced and replaced by LLDs, include, but are not limited to, landscaping, park, streetlighting, and trail improvements.

Generally, as a part of the conditions of approval to develop property within the City, property owners/developers are required to mitigate their project's financial impact to the City. Developers can provide their own financing mechanism to mitigate their impact, form a new LLD or when applicable, annex into an existing LLD. The formation of these LLDs ensure that the operation, maintenance, servicing, and replacement costs of these improvements are specifically paid for those property owners who directly benefit from the improvements.

LLD No. 20 (the "District") will include Tract 8583 which is located north side of Cedar Boulevard, between Moores Avenue and Smith Avenue. Tract 8583 will consist of 118 single-family homes at build-out. Formation of the District will require approval from the District property owner(s), prior to final approval from City Council. This process is discussed in Section II, "Impacts of Proposition 218" of this Report.

As required by the 1972 Act, this Report includes: (1) a description of the improvements to be operated, maintained, serviced and replaced by the District, (2) a cost estimate for the District, and (3) a listing of the proposed maximum assessments to be levied upon each assessable lot or parcel within the District.

The City of Newark will hold a public hearing on June 26, 2025, regarding the formation of the District. At the public hearing the City will provide an opportunity for any interested person to be heard. After the public input portion of the public hearing, the City Clerk will tabulate the assessment ballots. If the assessment ballot tabulation is favorable, the City Council may adopt a resolution forming the District and confirming the maximum assessment rates as originally proposed or as modified.

Payment of the assessment for each parcel will be made in the same manner and at the same time as payments are made for property taxes. All funds collected through the assessment must be placed in a special fund and can only be used for the purposes stated within this Report.

SECTION II

IMPACT OF PROPOSITION 218

FORMATION OF LANDSCAPING & LIGHTING DISTRICT NO. 20 FISCAL YEAR 2025-26

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.

Formation of the District will require voter approval from the District property owner(s), prior to final approval from City Council. In order to comply with the requirements of Proposition 218, the City of Newark has implemented the following procedures:

1) Every property owner within the District will be mailed a ballot, which allows the property owners to cast their votes either in favor or against the proposed formation of the assessment district. A notice describing the assessment, the individual property owner's maximum annual assessment, the duration of the assessment, the reason for the assessment, and the basis upon which the assessment is calculated will accompany the ballot.

2) After the close of the public input portion of the public hearing, the ballots, which have been returned to the City Clerk will be tabulated to determine whether a majority protest against the formation of the District exists.

3) Returned ballots will be weighted based on their proposed assessment amount.

4) Publicly owned properties must be assessed unless there is clear and convincing evidence that they 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 and public parkways, utility easements, and that 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, HOA common areas and any other parcels that do not receive a special and direct benefit from the improvements.

All property owners will be noticed in accordance with Proposition 218 a minimum of 45 days prior to the public hearing, unless a shorter notice period is agreed to by <u>all</u> affected property owners. After the public hearing and after the ballots have been tabulated, if a majority of the weighted ballots do not oppose the assessment, then the City Council may adopt a resolution forming the District and confirming the maximum assessment rate.

SECTION III

ENGINEER'S REPORT PREPARED PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972 SECTION 22500 THROUGH 22679 OF THE CALIFORNIA STREETS AND HIGHWAY CODE

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), Proposition 218, and in accordance with the Resolution of Intention accepting the Preliminary Engineer's Report, adopted by the City Council of the City of Newark, on May 8, 2025, and in connection with the proceedings for:

CITY OF NEWARK
FORMATION OF LANDSCAPING & LIGHTING DISTRICT NO. 20
FISCAL YEAR 2025-26

Herein after referred to as the "District", I, Ed Espinoza, the duly appointed ENGINEER OF WORK, submit herewith the "Report" consisting of five (5) parts as follows:

PART A: PLANS AND SPECIFICATIONS

This part describes the improvements in the District. Plans and specifications for the improvements are as set forth on the lists thereof, attached hereto, and are on file in the Office of the Parks & Recreation Department and are incorporated herein by reference.

PART B: ESTIMATE OF COST

This part contains an estimate of the cost of the proposed improvements, including incidental costs and expenses in connection therewith, is as set forth on the lists thereof, attached hereto, and is on file in the Office of the Parks & Recreation and Engineering Department.

PART C: ASSESSMENT DIAGRAM

This part incorporates by reference a diagram showing the exterior boundaries of the District and the lines and dimensions of each lot or parcel of land within the District. The diagram has been prepared by the Engineer of Work and is on file in the Office of the Newark City Clerk. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Contra Costa County Assessor for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

PART D: METHOD OF APPORTIONMENT OF ASSESSMENT

This part contains the method of apportionment of assessments, based upon parcel classification of land within the District, in proportion to the estimated benefits to be received.

PART E: PROPERTY OWNER LIST & ASSESSMENT ROLL

This part contains a list of the Contra Costa County Assessor's Parcel numbers, and the maximum amount to be assessed upon the benefited lands within the District. The Assessment Roll is filed in the Office of the Newark City Clerk and is incorporated in this Report by reference. The list is keyed to the records of the Contra Costa 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 Landscaping 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 are to be 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.

- Streetlighting 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.

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 that will be constructed is as follows:

Landscape Improvements

- Medians along Cedar Boulevard
- 1 Trash Capture Device ("TCD"), to keep trash from collecting in the landscaped areas.

Streetlighting Improvements

- 5 Streetlights located on Cedar Boulevard

PART B

ESTIMATE OF COST

The 1972 Act requires that a special fund be set up for the collection of revenues and expenditures of the District. The 1972 Act provides that the total cost of construction, operation, 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, maintenance and servicing of the District can also be included.

Table 1 below shows the total operation, maintenance, servicing, and replacement budget upon completion of all improvements which could be assessed against the benefiting parcels within the District in Fiscal Year 2025-26 dollars.

Budget Descriptions	FY 2025/26 Cost Estimate
Revenues	
District Assessments	$6,875
City Contribution for General Benefit	$4,125
Total Annual Revenue:	$11,000
Expenditures	
Landscape Maintenance	$7,000
Streetlighting Operations & Maintenance	$800
Administration and Incidentals	$1,500
County Collection Fees	$200
Capital Replacement Collection	$1,500
Total Annual Maintenance & Operation Costs:	**$11,000**

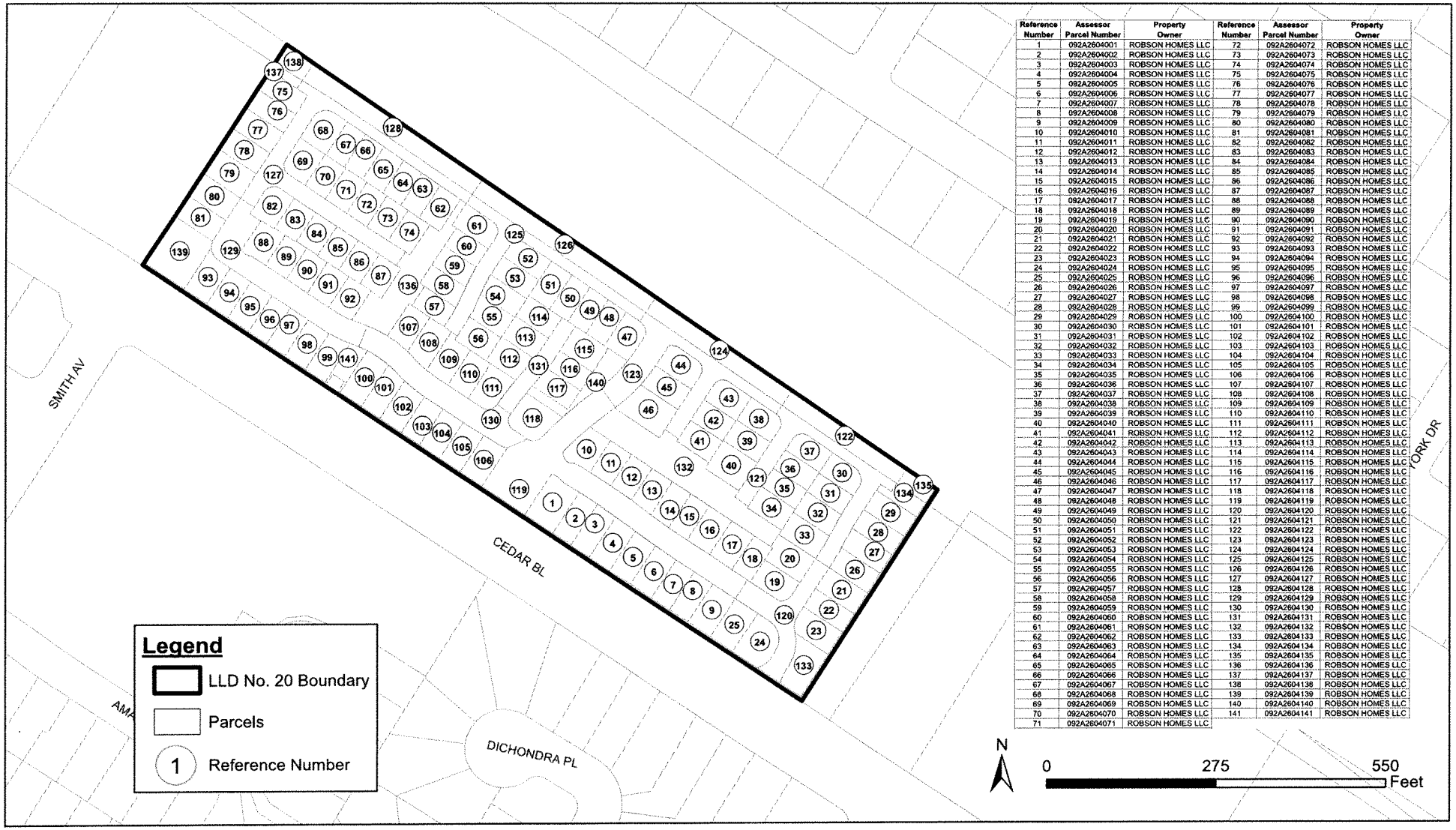
Revenues collected from the assessment shall be used only for the purposes as stated herein. Any balance remaining on July 1 at the end of the fiscal year must be carried over to the next fiscal year.

PART C

ASSESSMENT DISTRICT DIAGRAM

The boundaries of the District are completely within the boundaries of the City of Newark. The Assessment Diagram is on file in the Office of the City Clerk of the City of Newark and shown on the following page of this Report. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Contra Costa County Assessor for the year when this Report was prepared, and are incorporated by reference herein and made part of this Report. A reduced copy of the Assessment Diagram for the District is included on the following page.

LANDSCAPING AND LIGHTING DISTRICT NO. 20
(TRACT 8583)
ASSESSMENT DIAGRAM



Reference Number	Assessor Parcel Number	Property Owner	Reference Number	Assessor Parcel Number	Property Owner
1	092A2604001	ROBSON HOMES LLC	72	092A2604072	ROBSON HOMES LLC
2	092A2604002	ROBSON HOMES LLC	73	092A2604073	ROBSON HOMES LLC
3	092A2604003	ROBSON HOMES LLC	74	092A2604074	ROBSON HOMES LLC
4	092A2604004	ROBSON HOMES LLC	75	092A2604075	ROBSON HOMES LLC
5	092A2604005	ROBSON HOMES LLC	76	092A2604076	ROBSON HOMES LLC
6	092A2604006	ROBSON HOMES LLC	77	092A2604077	ROBSON HOMES LLC
7	092A2604007	ROBSON HOMES LLC	78	092A2604078	ROBSON HOMES LLC
8	092A2604008	ROBSON HOMES LLC	79	092A2604079	ROBSON HOMES LLC
9	092A2604009	ROBSON HOMES LLC	80	092A2604080	ROBSON HOMES LLC
10	092A2604010	ROBSON HOMES LLC	81	092A2604081	ROBSON HOMES LLC
11	092A2604011	ROBSON HOMES LLC	82	092A2604082	ROBSON HOMES LLC
12	092A2604012	ROBSON HOMES LLC	83	092A2604083	ROBSON HOMES LLC
13	092A2604013	ROBSON HOMES LLC	84	092A2604084	ROBSON HOMES LLC
14	092A2604014	ROBSON HOMES LLC	85	092A2604085	ROBSON HOMES LLC
15	092A2604015	ROBSON HOMES LLC	86	092A2604086	ROBSON HOMES LLC
16	092A2604016	ROBSON HOMES LLC	87	092A2604087	ROBSON HOMES LLC
17	092A2604017	ROBSON HOMES LLC	88	092A2604088	ROBSON HOMES LLC
18	092A2604018	ROBSON HOMES LLC	89	092A2604089	ROBSON HOMES LLC
19	092A2604019	ROBSON HOMES LLC	90	092A2604090	ROBSON HOMES LLC
20	092A2604020	ROBSON HOMES LLC	91	092A2604091	ROBSON HOMES LLC
21	092A2604021	ROBSON HOMES LLC	92	092A2604092	ROBSON HOMES LLC
22	092A2604022	ROBSON HOMES LLC	93	092A2604093	ROBSON HOMES LLC
23	092A2604023	ROBSON HOMES LLC	94	092A2604094	ROBSON HOMES LLC
24	092A2604024	ROBSON HOMES LLC	95	092A2604095	ROBSON HOMES LLC
25	092A2604025	ROBSON HOMES LLC	96	092A2604096	ROBSON HOMES LLC
26	092A2604026	ROBSON HOMES LLC	97	092A2604097	ROBSON HOMES LLC
27	092A2604027	ROBSON HOMES LLC	98	092A2604098	ROBSON HOMES LLC
28	092A2604028	ROBSON HOMES LLC	99	092A2604099	ROBSON HOMES LLC
29	092A2604029	ROBSON HOMES LLC	100	092A2604100	ROBSON HOMES LLC
30	092A2604030	ROBSON HOMES LLC	101	092A2604101	ROBSON HOMES LLC
31	092A2604031	ROBSON HOMES LLC	102	092A2604102	ROBSON HOMES LLC
32	092A2604032	ROBSON HOMES LLC	103	092A2604103	ROBSON HOMES LLC
33	092A2604033	ROBSON HOMES LLC	104	092A2604104	ROBSON HOMES LLC
34	092A2604034	ROBSON HOMES LLC	105	092A2604105	ROBSON HOMES LLC
35	092A2604035	ROBSON HOMES LLC	106	092A2604106	ROBSON HOMES LLC
36	092A2604036	ROBSON HOMES LLC	107	092A2604107	ROBSON HOMES LLC
37	092A2604037	ROBSON HOMES LLC	108	092A2604108	ROBSON HOMES LLC
38	092A2604038	ROBSON HOMES LLC	109	092A2604109	ROBSON HOMES LLC
39	092A2604039	ROBSON HOMES LLC	110	092A2604110	ROBSON HOMES LLC
40	092A2604040	ROBSON HOMES LLC	111	092A2604111	ROBSON HOMES LLC
41	092A2604041	ROBSON HOMES LLC	112	092A2604112	ROBSON HOMES LLC
42	092A2604042	ROBSON HOMES LLC	113	092A2604113	ROBSON HOMES LLC
43	092A2604043	ROBSON HOMES LLC	114	092A2604114	ROBSON HOMES LLC
44	092A2604044	ROBSON HOMES LLC	115	092A2604115	ROBSON HOMES LLC
45	092A2604045	ROBSON HOMES LLC	116	092A2604116	ROBSON HOMES LLC
46	092A2604046	ROBSON HOMES LLC	117	092A2604117	ROBSON HOMES LLC
47	092A2604047	ROBSON HOMES LLC	118	092A2604118	ROBSON HOMES LLC
48	092A2604048	ROBSON HOMES LLC	119	092A2604119	ROBSON HOMES LLC
49	092A2604049	ROBSON HOMES LLC	120	092A2604120	ROBSON HOMES LLC
50	092A2604050	ROBSON HOMES LLC	121	092A2604121	ROBSON HOMES LLC
51	092A2604051	ROBSON HOMES LLC	122	092A2604122	ROBSON HOMES LLC
52	092A2604052	ROBSON HOMES LLC	123	092A2604123	ROBSON HOMES LLC
53	092A2604053	ROBSON HOMES LLC	124	092A2604124	ROBSON HOMES LLC
54	092A2604054	ROBSON HOMES LLC	125	092A2604125	ROBSON HOMES LLC
55	092A2604055	ROBSON HOMES LLC	126	092A2604126	ROBSON HOMES LLC
56	092A2604056	ROBSON HOMES LLC	127	092A2604127	ROBSON HOMES LLC
57	092A2604057	ROBSON HOMES LLC	128	092A2604128	ROBSON HOMES LLC
58	092A2604058	ROBSON HOMES LLC	129	092A2604129	ROBSON HOMES LLC
59	092A2604059	ROBSON HOMES LLC	130	092A2604130	ROBSON HOMES LLC
60	092A2604060	ROBSON HOMES LLC	131	092A2604131	ROBSON HOMES LLC
61	092A2604061	ROBSON HOMES LLC	132	092A2604132	ROBSON HOMES LLC
62	092A2604062	ROBSON HOMES LLC	133	092A2604133	ROBSON HOMES LLC
63	092A2604063	ROBSON HOMES LLC	134	092A2604134	ROBSON HOMES LLC
64	092A2604064	ROBSON HOMES LLC	135	092A2604135	ROBSON HOMES LLC
65	092A2604065	ROBSON HOMES LLC	136	092A2604136	ROBSON HOMES LLC
66	092A2604066	ROBSON HOMES LLC	137	092A2604137	ROBSON HOMES LLC
67	092A2604067	ROBSON HOMES LLC	138	092A2604138	ROBSON HOMES LLC
68	092A2604068	ROBSON HOMES LLC	139	092A2604139	ROBSON HOMES LLC
69	092A2604069	ROBSON HOMES LLC	140	092A2604140	ROBSON HOMES LLC
70	092A2604070	ROBSON HOMES LLC	141	092A2604141	ROBSON HOMES LLC
71	092A2604071	ROBSON HOMES LLC			

PART D

METHOD OF APPORTIONMENT OF ASSESSMENT

Part 2 of Divisions 15 of the Streets and Highway Code, the Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which includes, but is not limited to the operation, maintenance, servicing and replacement of street lighting, landscaping, trails, parks, and open space area facilities.

Section 22573 of the 1972 Act requires that assessments must be levied according to special benefit, rather than according to assessed value. This Section states:

> "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 benefit to be received by each such lot or parcel from the improvements."

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 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 and people.

Article XIIID provided 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 owned used for business purposes similar to private residential, commercial, industrial, and institutional activities.

The City is required to separate general benefit to the public at large from the special benefits to property and only the special benefits may be assessed. The amount to be assessed may be apportioned using any formula or method which fairly distributes the special benefits amongst all assessable lots or parcels. The separation of general and special benefits and the assessment methodology used to apportion the special benefits to properties within the District are described in Part D of this report.

SPECIAL BENEFIT

Under Article XIIID of the California Constitution, a special benefit is a benefit that is "particular and distinct from those conferred on other parcels and that is over and above any general benefits conferred by the improvements." Following an analysis of the District improvements, the special benefits conferred on properties within the District were identified and are described below.

- Improved aesthetic appeal for adjacent properties providing a positive representation for the neighborhood.
- Enhanced desirability of property through direct association with the improvements.
- Safer vehicle and pedestrian access to and from property.
- Reduced criminal activity and property-related crimes (especially vandalism) against properties through well-maintained surroundings and amenities including abatement of graffiti.
- Local environmental enhancement through improved erosion control, dust and debris control, and fire prevention.

These special benefits to property are the basis for apportionment of assessments within the District utilizing the assessment methodology described in Part D of this Report.

GENERAL BENEFIT

Under Article XIIID of the California Constitution, general benefit is defined as a benefit that is not particular or distinct to any specific parcel but rather shared by the public at large. Following an analysis of the District improvements, the general benefits to the public at large were identified and are described below.

- Improved pass-through traffic, benefiting the general traveling public.
- Enhanced Citywide Beautification improving the visual character of the broader community that is enjoyed by residents, commuters, and visitors regardless of proximity to the improvements.
- Erosion and debris control supporting cleanliness and keeping trash and debris from spreading to other areas of the City and affecting quality of life.

The total cost attributed to these general benefits cannot be assessed to properties within the District and must be paid from alternative funding source. As noted above, there are a total of eight (8) benefits associated with the District improvements. Five (5) are special benefits to properties within the District and three (3) are general benefits to the public at large. Therefore, the portion of the District budget attributed to general benefits to the public at large is calculated as follows:

$$\text{General Benefit \%} = \frac{\text{3 General Benefits}}{\text{8 Total Benefits}} = 37.5\%$$

Based on the calculation above, 37.5% of the total District budget is designated as general benefit to the public at large and will be funded through an alternative funding source. The remaining 62.5% is considered special benefit to properties within the District and will be spread using the assessment methodology described in this part of the Report.

ASSESSMENT METHODOLOGY

The operation, maintenance, servicing, and replacement costs attributed to special benefit for the District landscaping and streetlighting improvements are apportioned in accordance with a methodology that is consistent with standard assessment engineering practices. Since the assessments are levied on the owners of properties as shown on the secured property tax rolls, the final assessments must be assigned by Assessor's Parcel Number (APN). If assessments were to be allocated by parcel, not considering land use, benefit would not be allocated equitably because a single-family parcel would be paying the same as a 50-unit apartment parcel or a large commercial property. To establish proportionality, the assessment methodology is based on Equivalent Dwelling Units (EDUs) assigned to each APN as described below.

Single-Family Residential Parcels – The single-family residential parcel has been selected as the basic unit for the calculation of assessments since it represents approximately 75% of the parcels within the City. Therefore, the single-family residential parcel is defined as one EDU per parcel. EDUs are assigned to other land uses within the District in proportion to the special benefit they receive relative to the single-family residential parcel as described below.

Multi-Family Residential Parcels – Multi-family residential parcels are parcels comprised of more than one residential unit on the same parcel, excluding Accessory Dwelling Units (ADUs). On average, residential units for multi-family residential parcels have approximately 50% of the building square footage as compared to a single-family home. Furthermore, studies consistently show that multi-family residential units impact public infrastructure approximately 50% as much as a single-family home. Therefore, multi-family parcels are assigned 0.50 EDUs per residential unit.

Non-Residential Parcels – Commercial, industrial, institutional, and other assessable non-residential properties will be assigned six (6) EDUs per acre of land. The 6 EDUs per acre allocation is based on the average size of a single-family parcel in the City of Newark. For every acre of non-residential land approximately 6 single-family homes could be constructed on that acre of land which would equate to 6 EDUs per acre.

Undeveloped Parcels – Undeveloped properties are assessed at 25% of the developed EDUs assigned for each parcel of land based on land use classification. Undeveloped properties benefit less from the improvements than developed property because undeveloped properties do not have structures which house residents or employees. However, the improvements funded by the District do benefit undeveloped property because improvements have been installed that allow for development to occur making

the property more attractive to potential buyers. Based on this information, it is reasonable to assume that undeveloped property benefits less than developed property. To determine the difference in special benefit conferred on developed versus undeveloped property, the assessed values for property within the City per the Alameda County Assessor were reviewed to determine what percentage of assessed value is typically associated with underlying land and what percentage is typically associated with structures. Based upon the review, it was determined that approximately 25% of the assessed value of developed property in the City is associated with the underlying land. Therefore, EDUs assigned to undeveloped residential and non-residential property have been discounted by 75% to account for the differences in benefit from improvements conferred on developed and undeveloped property.

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 and public parkways (all of which are typically not assigned an APN by the County), and that portion of public property that is not developed and used for business purposes similar to private commercial, industrial, and institutional activities (such as office buildings like a City Hall, etc.). Also exempted from the assessment would be utility rights-of-ways, common areas, and any other property that is deemed to be unable to be developed. Also exempted from the assessments are private streets, utility easements, HOA common areas and any other parcels that do not receive a special and direct benefit from the improvements.

Furthermore, parcels within the District may be assessed as developed property once the final maps have been approved by the City of Newark and/or it is anticipated that improvements will need to be maintained or reserve funds will need to be collected for the ensuing fiscal year.

DISTRICT MAXIMUM ASSESSMENT RATES

The District will be comprised of 118 single-family residential parcels at build-out resulting in 118 EDUs. Therefore, the maximum Fiscal Year 2025-26 assessment rate is $58.26 per EDU based on the estimate of cost shown in Part B of this Report of which 62.5% has been attributed to special benefit for the District.

ANNUAL ADJUSTMENTS TO DISTRICT MAXIMUM ASSESSMENT RATES

The maximum assessment rate per EDU described above will be increased annually by the annual change in the Consumer Price Index (CPI), San Francisco Bay Region (All Urban Consumers).

APPEAL OF DISTRICT ASSESSMENTS

Any property owner claiming the amount or application of their District assessment is not correct may file a written notice of appeal with the City Public Works Director not later

than one calendar year after having paid the District assessment that is disputed. The City Public Works Director shall promptly review the appeal and, if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the District assessment, and decide the appeal. If the City Public Works Director's decision requires the District assessment to be modified or changed in favor of the property owner, a refund shall be made or an adjustment may be made to the next annual District assessment levy. Any dispute over the decision of the City Public Works Director shall be referred 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 lot or 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 assessments for Fiscal Year 2025-26 apportioned to each lot or parcel. The Assessment Roll is on file in the Office of the City Clerk of the City of Newark and is shown in this Report as Appendix B. The total District assessments for Fiscal Year 2025-26 is $6,874.68.

APPENDIX A

Landscaping and Lighting District No. 20
Improvement Diagram

LANDSCAPING AND LIGHTING DISTRICT NO. 20
(TRACT 8583)
IMPROVEMENT DIAGRAM

APPENDIX B

Assessment Roll

Assessor Parcel Number	Tract Number	Fiscal Year 2025-26 Maximum Assessment	Assessor Parcel Number	Tract Number	Fiscal Year 2025-26 Maximum Assessment
92A-2604-1	8583	$58.26	92A-2604-60	8583	$58.26
92A-2604-2	8583	$58.26	92A-2604-61	8583	$58.26
92A-2604-3	8583	$58.26	92A-2604-62	8583	$58.26
92A-2604-4	8583	$58.26	92A-2604-63	8583	$58.26
92A-2604-5	8583	$58.26	92A-2604-64	8583	$58.26
92A-2604-6	8583	$58.26	92A-2604-65	8583	$58.26
92A-2604-7	8583	$58.26	92A-2604-66	8583	$58.26
92A-2604-8	8583	$58.26	92A-2604-67	8583	$58.26
92A-2604-9	8583	$58.26	92A-2604-68	8583	$58.26
92A-2604-10	8583	$58.26	92A-2604-69	8583	$58.26
92A-2604-11	8583	$58.26	92A-2604-70	8583	$58.26
92A-2604-12	8583	$58.26	92A-2604-71	8583	$58.26
92A-2604-13	8583	$58.26	92A-2604-72	8583	$58.26
92A-2604-14	8583	$58.26	92A-2604-73	8583	$58.26
92A-2604-15	8583	$58.26	92A-2604-74	8583	$58.26
92A-2604-16	8583	$58.26	92A-2604-75	8583	$58.26
92A-2604-17	8583	$58.26	92A-2604-76	8583	$58.26
92A-2604-18	8583	$58.26	92A-2604-77	8583	$58.26
92A-2604-19	8583	$58.26	92A-2604-78	8583	$58.26
92A-2604-20	8583	$58.26	92A-2604-79	8583	$58.26
92A-2604-21	8583	$58.26	92A-2604-80	8583	$58.26
92A-2604-22	8583	$58.26	92A-2604-81	8583	$58.26
92A-2604-23	8583	$58.26	92A-2604-82	8583	$58.26
92A-2604-24	8583	$58.26	92A-2604-83	8583	$58.26
92A-2604-25	8583	$58.26	92A-2604-84	8583	$58.26
92A-2604-26	8583	$58.26	92A-2604-85	8583	$58.26
92A-2604-27	8583	$58.26	92A-2604-86	8583	$58.26
92A-2604-28	8583	$58.26	92A-2604-87	8583	$58.26
92A-2604-29	8583	$58.26	92A-2604-88	8583	$58.26
92A-2604-30	8583	$58.26	92A-2604-89	8583	$58.26
92A-2604-31	8583	$58.26	92A-2604-90	8583	$58.26
92A-2604-32	8583	$58.26	92A-2604-91	8583	$58.26
92A-2604-33	8583	$58.26	92A-2604-92	8583	$58.26
92A-2604-34	8583	$58.26	92A-2604-93	8583	$58.26
92A-2604-35	8583	$58.26	92A-2604-94	8583	$58.26
92A-2604-36	8583	$58.26	92A-2604-95	8583	$58.26
92A-2604-37	8583	$58.26	92A-2604-96	8583	$58.26
92A-2604-38	8583	$58.26	92A-2604-97	8583	$58.26
92A-2604-39	8583	$58.26	92A-2604-98	8583	$58.26
92A-2604-40	8583	$58.26	92A-2604-99	8583	$58.26
92A-2604-41	8583	$58.26	92A-2604-100	8583	$58.26
92A-2604-42	8583	$58.26	92A-2604-101	8583	$58.26
92A-2604-43	8583	$58.26	92A-2604-102	8583	$58.26
92A-2604-44	8583	$58.26	92A-2604-103	8583	$58.26
92A-2604-45	8583	$58.26	92A-2604-104	8583	$58.26
92A-2604-46	8583	$58.26	92A-2604-105	8583	$58.26
92A-2604-47	8583	$58.26	92A-2604-106	8583	$58.26
92A-2604-48	8583	$58.26	92A-2604-107	8583	$58.26
92A-2604-49	8583	$58.26	92A-2604-108	8583	$58.26
92A-2604-50	8583	$58.26	92A-2604-109	8583	$58.26
92A-2604-51	8583	$58.26	92A-2604-110	8583	$58.26
92A-2604-52	8583	$58.26	92A-2604-111	8583	$58.26
92A-2604-53	8583	$58.26	92A-2604-112	8583	$58.26
92A-2604-54	8583	$58.26	92A-2604-113	8583	$58.26
92A-2604-55	8583	$58.26	92A-2604-114	8583	$58.26
92A-2604-56	8583	$58.26	92A-2604-115	8583	$58.26
92A-2604-57	8583	$58.26	92A-2604-116	8583	$58.26
92A-2604-58	8583	$58.26	92A-2604-117	8583	$58.26
92A-2604-59	8583	$58.26	92A-2604-118	8583	$58.26

STAFF REPORT

Item E. 2.

DATE	06/26/2025
TO	Honorable Mayor and City Council Members
FROM	Howard Young, Public Works Director
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 the 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 2025-26

SUMMARY AND RECOMMENDATION

The City of Newark previously completed all necessary proceedings to establish Landscaping and Lighting District Nos. 1, 2, 4, 7, 11, 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 24, 2025, 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 May 22, 2025, the City Council approved the annual Engineer's Reports and scheduled a public hearing to consider the annual levy of assessment for each District.

This agenda item represents the last of the required annual actions by the City Council to levy and collect District assessments in Fiscal Year 2025-26. 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, adopt a resolution confirming the diagrams and assessments, and the levying and collection of assessments for the Districts.

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 2025-26.

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 2025-26.

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 2025-26.

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 2025-26.

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 2025-26.

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 2025-26.

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 2025-26.

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 2025-26.

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 2025-26.

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 $150,177 for Fiscal Year 2025-26.

Pursuant to Section 22620 of the Landscaping and Lighting Act of 1972, the City Council, with Resolution No. 11740 adopted on April 24, 2025, 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 2025-26. City staff recommends Fiscal Year 2025-26 assessments for the Districts be levied in alignment with recent years at or below the respective authorized maximum rates to pay for the operation and maintenance of landscaping and lighting improvements. For Landscaping and Lighting District No. 19 (Benefit Zone No. 7), City staff is proposing to levy assessments for the first time in Fiscal Year 2025-26 to begin building adequate operating and capital reserves to support the ongoing maintenance of improvements benefiting this zone.

For Landscaping and Lighting District Nos. 1, 2, 4 (Benefit Zone No. 1), 7, 11, 15, 16, 17, and 18 and 19 (Benefit Zone No. 7), the authorized maximum assessment rates are recommended to be levied for Fiscal Year 2026. For Landscaping and Lighting District Nos. 4 (Benefit Zone No. 2) and 19 (Benefit Zones Nos. 1-6), assessment rates below the authorized maximum are proposed to be levied for Fiscal Year 2025-26.

Upon conclusion of the annual public hearings, the assessments 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 $426,320 for Fiscal Year 2025-26 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 Fiscal Year 2025-26 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 - Howard Young, 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 - Landscape and Lighting Districts
L&L No. 1 Annual Engineer's Report
L&L No. 2 Annual Engineer's Report
L&L No. 4 Annual Engineer's Report
L&L No. 7 Annual Engineer's Report
L&L No. 11 Annual Engineer's Report
L&L No. 15 Annual Engineer's Report
L&L No. 16 Annual Engineer's Report
L&L No. 17 Annual Engineer's Report
L&L No. 18 Annual Engineer's Report
L&L No. 19 Annual Engineer's Report

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK CONFIRMING DIAGRAMS AND ASSESSMENTS AND THE LEVY AND COLLECTION OF ASSESSMENTS FOR LANDSCAPING AND LIGHTING DISTRICT NOS. 1, 2, 4, 7, 11, 15, 16, 17, 18 AND 19, FOR FISCAL YEAR 2025-26

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, 7, 11, 15, 16, 17, 18 and 19 (the "Districts"); and

WHEREAS, the City has, by previous Resolution No. 11747, declared its intention to hold a Public Hearing concerning the levy and collection of assessments within Landscaping and Lighting District Nos. 1, 2, 4, 7, 11, 15, 16, 17, 18 and 19 for Fiscal Year 2025-26 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. 11747, a Public Hearing has been held where all objections to the assessments were considered, and the Public Hearing concluded for each District.

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. 11740, directed the City Engineer, Engineer of Work for the Districts, to prepare and file annual reports for Fiscal Year 2025-26.

2. The Engineer of Work filed the annual reports on May 22, 2025, and the City Council adopted its resolution of intention, Resolution No. 11747, to levy and collect assessments within Landscaping and Lighting District Nos. 1, 2, 4, 7, 11, 15, 16, 17, 18 and 19 for Fiscal Year 2025-26; and set a public hearing to be held on June 26, 2025, 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 2025-26.

5. The City Council hereby amends the annual budget for Fiscal Year 2025-26 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 2025-26
Final Engineer's Report

June 26, 2025

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. 1
FISCAL YEAR 2025-26

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: June 5, 2025

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 2025-26 assessments to be levied upon each assessable lot or parcel within the District.

The City will hold a Public Hearing on June 26, 2025, 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 2025-26

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. 11740, which directs the preparation and filing of the Engineer's Report, adopted by the City Council of the City of Newark, on April 24, 2025, 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 2025-26, 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 2025-26.

Landscaping and Lighting District No. 1 Fiscal Year 2025-26 Cost Estimate	
Projected Revenues	
Assessment Revenue	$41,547
Non-Assessment Revenues[1]	$2,963
Total Projected Revenues	**$44,510**
Projected Expenses	
Contract Services[2]	$138,805
Utilities	$5,000
Administration and Incidentals	$30,025
County Collection Fees	$706
Unforeseen Maintenance and Repairs[3]	$8,727
Total Projected Expenses	**$183,263**
Projected Fund Balance	
Beginning Fund Balance - July 1, 2025	$197,527
Reserve Fund Collection Increase/(Decrease)	($138,753)
Ending Fund Balance - June 30, 2026	$58,773
Recommended Operating Reserves	$87,268
Available Operating Reserves	$58,773
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]Includes $120,000 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 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.

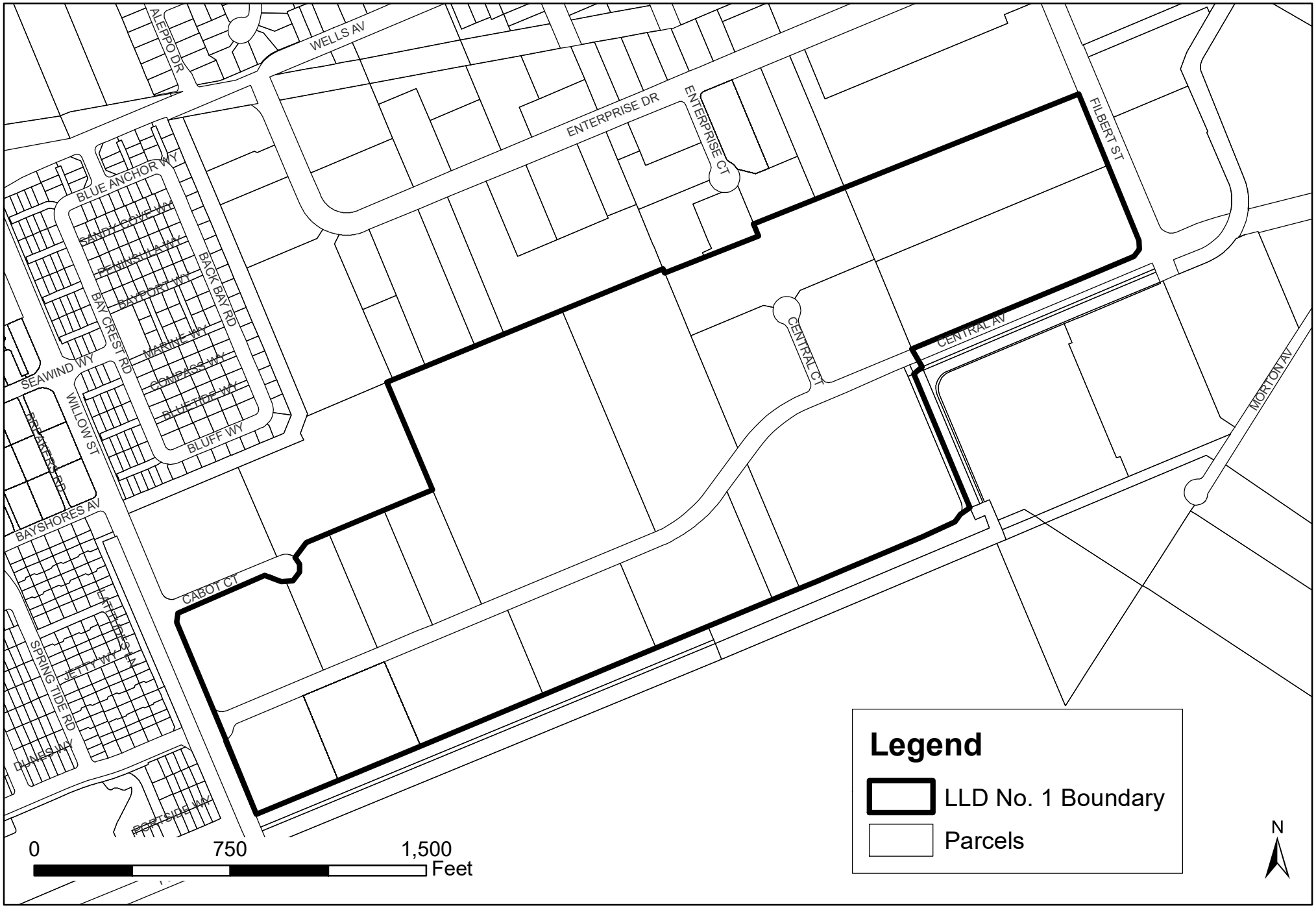
PART C

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 2025-26, 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 2025-26 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 2025-26 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 2025-26 is $41,547.08.

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 1
ASSESSMENT ROLL
FISCAL YEAR 2025-26

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 2025-26
Final Engineer's Report

June 26, 2025

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 2025-26

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: June 5, 2025

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 2025-26 assessments to be levied upon each assessable lot or parcel within the District.

The City will hold a Public Hearing on June 26, 2025, 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 2025-26

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. 11740, which directs the preparation and filing of the Engineer's Report, adopted by the City Council of the City of Newark, on April 24, 2025, 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 2025-26, 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 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 2025-26.

Landscaping and Lighting District No. 2
Fiscal Year 2025-26 Cost Estimate

Projected Revenues	
Assessment Revenue	$26,678
Non-Assessment Revenues[1]	$2,881
Total Projected Revenues	**$29,559**
Projected Expenses	
Contract Services[2]	$80,962
Utilities	$5,200
Administration and Incidentals	$19,317
County Collection Fees	$454
Unforeseen Maintenance and Repairs[3]	$5,297
Total Projected Expenses	**$111,229**
Projected Fund Balance	
Beginning Fund Balance - July 1, 2025	$192,083
Reserve Fund Collection Increase/(Decrease)	($81,670)
Ending Fund Balance - June 30, 2026	$110,413
Recommended Operating Reserves	$52,966
Available Operating Reserves	$52,966
Available Capital Reserves	$57,447

[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.

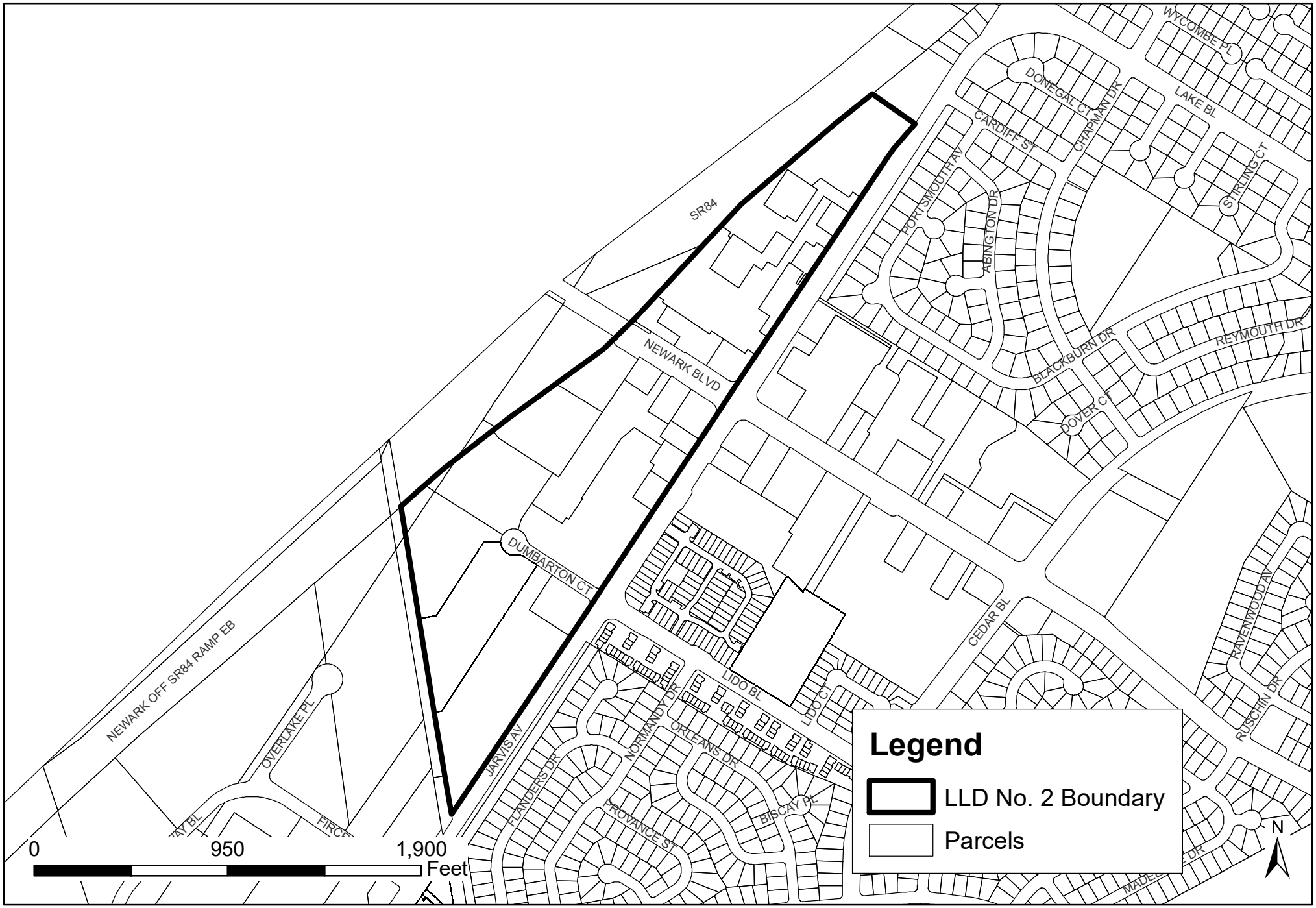
PART C

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 2025-26, 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 2025-26 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 2025-26 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 2025-26 is $26,678.00.

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 2
ASSESSMENT ROLL
FISCAL YEAR 2025-26

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 2025-26
Final Engineer's Report

June 26, 2025

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 2025-26

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: June 5, 2025

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 2025-26 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 June 26, 2025, 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 2025-26

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. 11740, which directs the preparation and filing of the Engineer's Report, adopted by the City Council of the City of Newark, on April 24, 2025, 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 2025-26, 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 2025-26.

Landscaping and Lighting District No. 4
Fiscal Year 2025-26 Cost Estimate

	Zone 1	Zone 2	Total Amount
Projected Revenues			
Assessment Revenue	$37,082	$74,907	$111,989
Non-Assessment Revenues[1]	$7,483	$29,881	$37,364
Total Projected Revenues	**$44,564**	**$104,789**	**$149,353**
Projected Expenses			
Contract Services[2]	$59,108	$119,402	$178,510
Utilities	$1,656	$3,344	$5,000
Administration and Incidentals	$11,460	$23,151	$34,611
County Collection Fees	$630	$1,273	$1,904
Unforeseen Maintenance and Repairs[3]	$3,643	$7,359	$11,001
Total Projected Expenses	**$76,497**	**$154,529**	**$231,026**
Projected Fund Balance			
Beginning Fund Balance - July 1, 2025	$383,580	$619,881	$1,003,461
Reserve Fund Collection Increase/(Decrease)	($31,933)	($49,740)	($81,673)
Ending Fund Balance - June 30, 2026	$351,647	$570,141	$921,788
Recommended Operating Reserves	$36,427	$73,585	$110,013
Available Operating Reserves	$36,427	$73,585	$110,013
Available Capital Reserves[3]	$315,219	$496,556	$811,775

[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 $175,000 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 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.

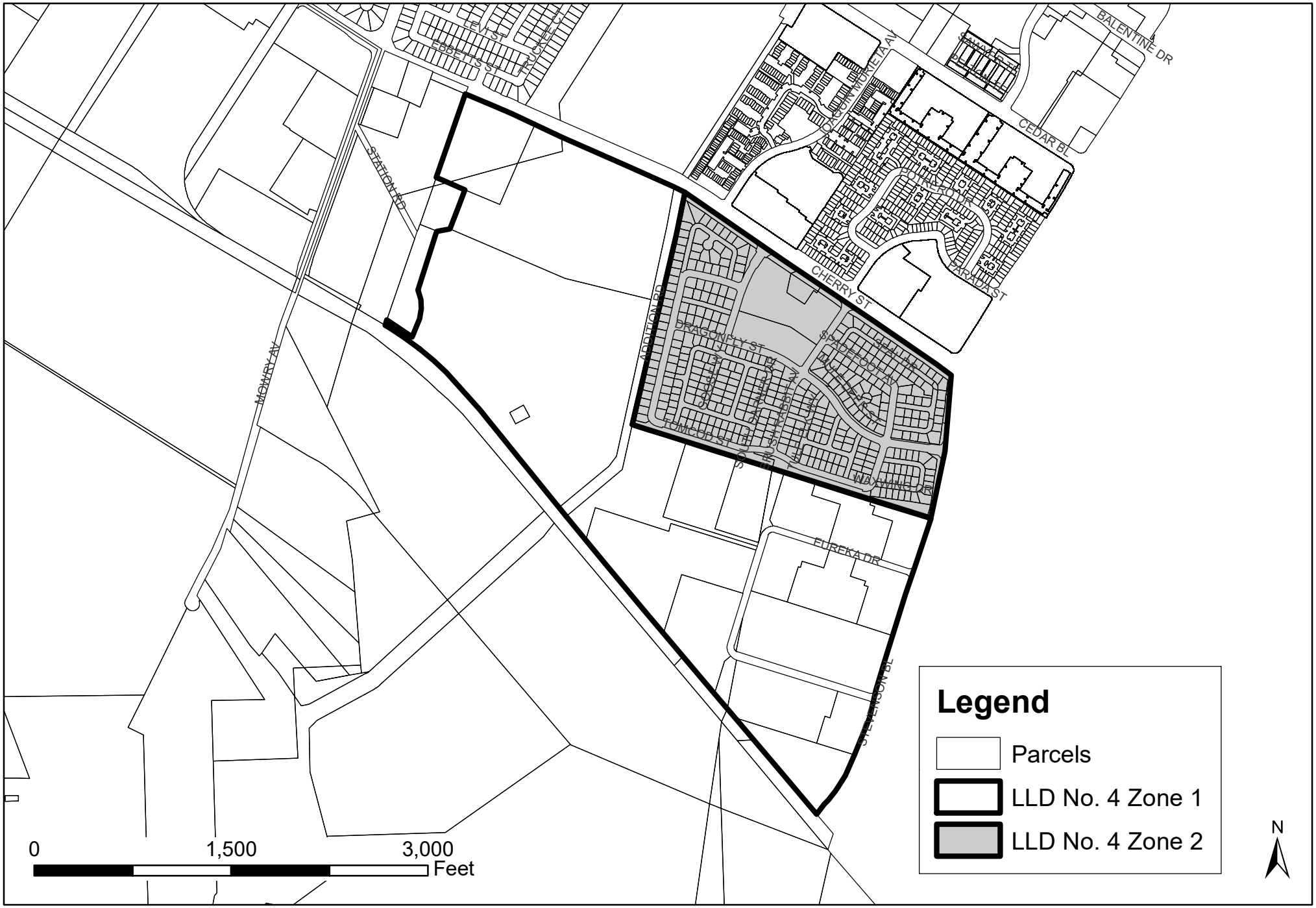
PART C

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 Engineer of Work 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 Engineer of Work 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 Engineer of Work, 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 2025-26.

LLD No. 4 Benefit Zone	FY 2025-26 Maximum Assessment Rate	FY 2025-26 Applied Assessment Rate
Zone 1 - New Technology Park	$192.50	$192.50
Zone 1 - Stevenson Point Techpark	$130.00	$130.00
Zone 2 - Sanctuary	$241.94	$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 2025-26 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 2025-26 is $111,988.92**.**

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 4
ASSESSMENT ROLL
FISCAL YEAR 2025-26

Assessor's Parcel Number	Zone	Assessment Amount	Assessor's Parcel Number	Zone	Assessment Amount	Assessor's Parcel Number	Zone	Assessment Amount
901 -0185-039-00	1	$259.28	901 -0200-059-00	2	$194.06	901 -0200-111-00	2	$194.06
901 -0185-040-00	1	$1,298.70	901 -0200-060-00	2	$194.06	901 -0200-112-00	2	$194.06
901 -0185-041-00	1	$1,869.20	901 -0200-061-00	2	$194.06	901 -0200-113-00	2	$194.06
901 -0185-042-00	1	$2,819.94	901 -0200-062-00	2	$194.06	901 -0200-114-00	2	$194.06
901 -0185-033-00	1	$4,337.62	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 -0185-051-00	1B	$476.70	901 -0200-070-00	2	$194.06	901 -0200-122-00	2	$194.06
901 -0185-052-00	1B	$631.80	901 -0200-071-00	2	$194.06	901 -0200-123-00	2	$194.06
901 -0185-053-00	1B	$491.40	901 -0200-072-00	2	$194.06	901 -0200-124-00	2	$194.06
901 -0185-054-00	1B	$510.38	901 -0200-073-00	2	$194.06	901 -0200-125-00	2	$194.06
901 -0185-055-00	1B	$523.38	901 -0200-074-00	2	$194.06	901 -0200-126-00	2	$194.06
901 -0185-056-00	1B	$374.26	901 -0200-075-00	2	$194.06	901 -0200-127-00	2	$194.06
901 -0185-057-00	1B	$102.82	901 -0200-076-00	2	$194.06	901 -0200-128-00	2	$194.06
901 -0185-059-03	1B	$966.42	901 -0200-077-00	2	$194.06	901 -0200-129-00	2	$194.06
901 -0185-060-01	1B	$375.70	901 -0200-078-00	2	$194.06	901 -0200-130-00	2	$194.06
901 -0185-049-00	1B	$1,589.24	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 2025-26

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 2025-26

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

CITY OF NEWARK
LANDSCAPE & LIGHTNING DISTRICT No. 4
ASSESSMENT ROLL
Fiscal Year 2025-26

SUMMARY

Zone	Parcel	Assessment
Zone No. 1	21	$ 37,081.76
Zone No. 2	386	$ 74,907.16
Total	407	$ 111,988.92

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Landscaping and Lighting District No. 7

Fiscal Year 2025-26
Final Engineer's Report

June 26, 2025

Prepared by

FRANCISCO AND ASSOCIATES

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ENGINEER'S REPORT
CITY OF NEWARK
LANDSCAPING AND LIGHTING DISTRICT NO. 7
FISCAL YEAR 2025-26

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: June 5, 2025

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 2025-26 assessments to be levied upon each assessable lot or parcel within the District.

The City will hold a Public Hearing on June 26, 2025, 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 2025-26

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. 11740, which directs the preparation and filing of the Engineer's Report, adopted by the City Council of the City of Newark, on April 24, 2025, 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 2025-26, 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 2025-26.

Landscaping and Lighting District No. 7 Fiscal Year 2025-26 Cost Estimate	
Projected Revenues	
Assessment Revenue	$25,592
Non-Assessment Revenues	$0
Total Projected Revenues	**$25,592**
Projected Expenses	
Contract Services	$7,021
Utilities	$16,000
Administration and Incidentals	$8,802
County Collection Fees	$435
Unforeseen Maintenance and Repairs[1]	$1,613
Total Projected Expenses	**$33,871**
Projected Fund Balance	
Beginning Fund Balance - July 1, 2025	($1,685)
Reserve Fund Collection Increase/(Decrease)	($8,279)
Ending Fund Balance - June 30, 2026	($9,965)
Recommended Operating Reserves	$16,129
Available Operating Reserves	($9,965)
Available Capital Reserves	$0

[1]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 2025-26, 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 2025-26 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 2025-26 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 2025-26 is $25,591.66.

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 7
ASSESSMENT ROLL
FISCAL YEAR 2025-26

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

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Landscaping and Lighting District No. 11

Fiscal Year 2025-26
Final Engineer's Report

June 26, 2025

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 2025-26

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: June 5, 2025

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 2025-26 assessments to be levied upon each assessable lot or parcel within the District.

The City will hold a Public Hearing on June 26, 2025, 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 2025-26

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. 11740, which directs the preparation and filing of the Engineer's Report, adopted by the City Council of the City of Newark, on April 24, 2025, 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 2025-26, 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 2025-26.

Landscaping and Lighting District No. 11 Fiscal Year 2025-26 Cost Estimate	
Projected Revenues	
Assessment Revenue	$28,175
Non-Assessment Revenues[1]	$788
Total Projected Revenues	**$28,963**
Projected Expenses	
Contract Services[2]	$55,722
Utilities	$500
Administration and Incidentals	$14,311
County Collection Fees	$479
Unforeseen Maintenance and Repairs[3]	$3,551
Total Projected Expenses	**$74,563**
Projected Fund Balance	
Beginning Fund Balance - July 1, 2025	$52,510
Reserve Fund Collection Increase/(Decrease)	($45,600)
Ending Fund Balance - June 30, 2026	$6,910
Recommended Operating Reserves	$35,506
Available Operating Reserves	$6,910
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]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.

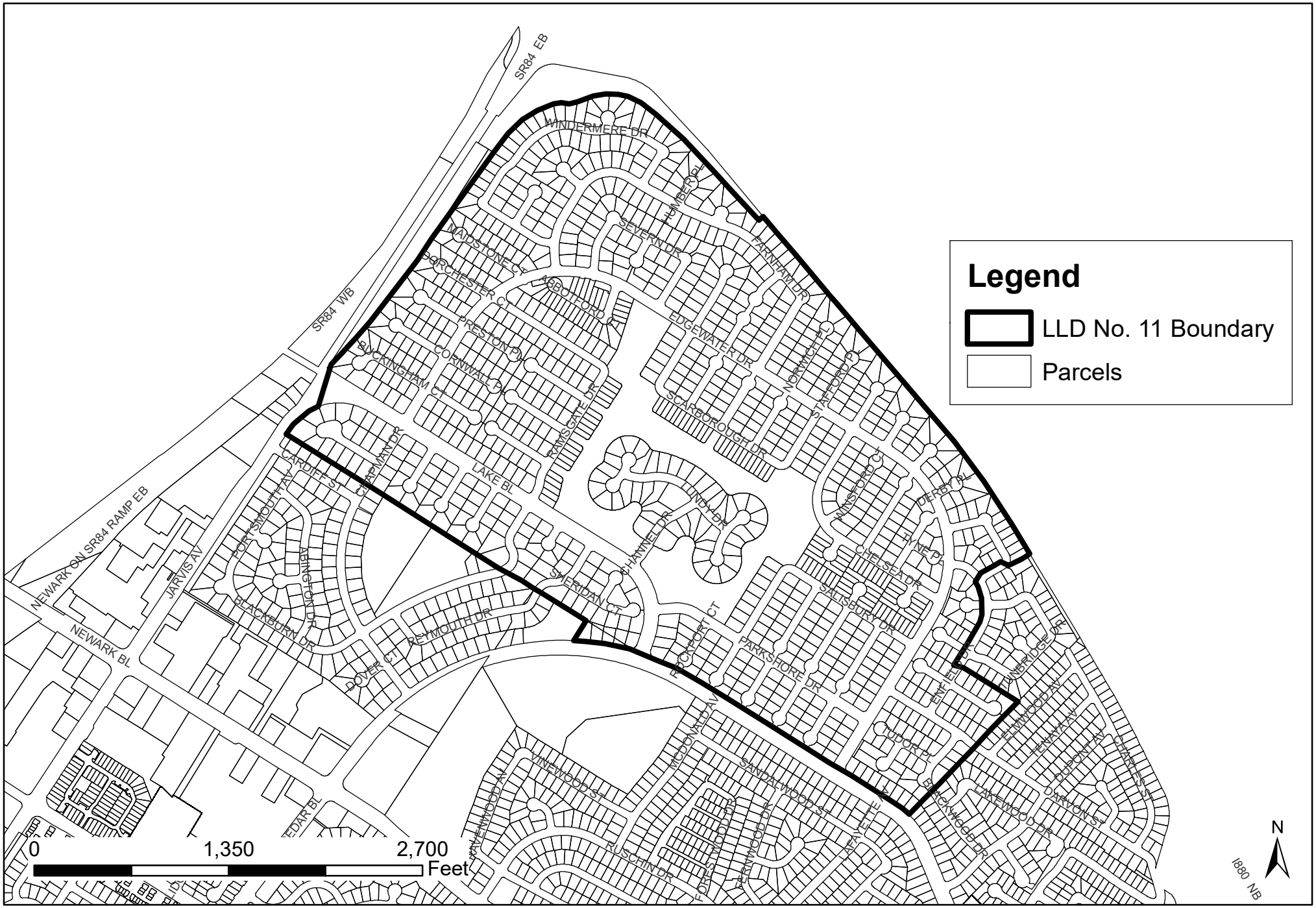
PART C

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 2025-26, 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 2025-26 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 2025-26 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 2025-26 is $28,175.00.

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 11
ASSESSMENT ROLL
FISCAL YEAR 2025-26

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 2025-26

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 2025-26

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 2025-26

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 2025-26

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
092A-0726-047-00	$25.00	092A-0727-009-00	$25.00	092A-0727-063-00	$25.00
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
092A-0726-053-00	$25.00	092A-0727-015-00	$25.00	092A-0727-069-00	$25.00
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 2025-26

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
092A-0727-137-00	$25.00
092A-0727-138-00	$25.00
092A-0727-139-00	$25.00
092A-0727-140-00	$25.00
092A-0727-141-00	$25.00
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
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
092A-0727-153-00	$25.00
092A-0727-154-00	$25.00
092A-0727-155-00	$25.00
092A-0727-156-00	$25.00
092A-0727-157-00	$25.00
092A-0727-158-00	$25.00
092A-0727-159-00	$25.00
092A-0727-160-00	$25.00
092A-0727-161-00	$25.00
092A-0728-001-00	$25.00
092A-0728-002-00	$25.00
092A-0728-003-00	$25.00
092A-0728-004-00	$25.00
092A-0728-005-00	$25.00
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
092A-0728-013-00	$25.00
092A-0728-014-00	$25.00
092A-0728-015-00	$25.00
092A-0728-016-00	$25.00
092A-0728-017-00	$25.00
092A-0728-018-00	$25.00
092A-0728-019-00	$25.00
092A-0728-020-00	$25.00
092A-0728-021-00	$25.00
092A-0728-022-00	$25.00
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
092A-0728-031-00	$25.00
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
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 2025-26

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
092A-0728-111-01	$25.00
092A-0728-112-00	$25.00
092A-0728-113-00	$25.00
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
092A-0729-025-00	$25.00
092A-0729-026-00	$25.00
092A-0729-027-00	$25.00
092A-0729-028-00	$25.00
092A-0729-029-00	$25.00
092A-0729-030-00	$25.00
092A-0729-031-00	$25.00
092A-0729-032-00	$25.00
092A-0729-033-00	$25.00
092A-0729-034-00	$25.00
092A-0729-035-00	$25.00
092A-0729-036-00	$25.00
092A-0729-037-00	$25.00
092A-0729-038-00	$25.00
092A-0729-039-00	$25.00
092A-0729-040-00	$25.00
092A-0729-041-00	$25.00
092A-0729-042-00	$25.00
092A-0729-043-00	$25.00
092A-0729-044-00	$25.00
092A-0729-045-00	$25.00
092A-0729-046-00	$25.00
092A-0729-047-00	$25.00
092A-0729-048-00	$25.00
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
092A-0729-073-00	$25.00
092A-0729-074-00	$25.00
092A-0729-075-01	$25.00
092A-0729-076-01	$25.00
092A-0729-077-00	$25.00
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 2025-26

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 2025-26
Final Engineer's Report

June 26, 2025

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 2025-26

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: June 5, 2025

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 2025-26 assessments to be levied upon each assessable lot or parcel within the District.

The City will hold a Public Hearing on June 26, 2025, 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 2025-26

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. 11740, which directs the preparation and filing of the Engineer's Report, adopted by the City Council of the City of Newark, on April 24, 2025, 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 2025-26, 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 2025-26.

Landscaping and Lighting District No. 15 Fiscal Year 2025-26 Cost Estimate	
Projected Revenues	
Assessment Revenue	$5,046
Non-Assessment Revenues[1]	$573
Total Projected Revenues	**$5,619**
Projected Expenses	
Contract Services	$1,310
Utilities	$1,500
Administration and Incidentals	$3,129
County Collection Fees	$86
Unforeseen Maintenance and Repairs[2]	$301
Total Projected Expenses	**$6,325**
Projected Fund Balance	
Beginning Fund Balance - July 1, 2025	$38,214
Reserve Fund Collection Increase/(Decrease)	($706)
Ending Fund Balance - June 30, 2026	$37,508
Recommended Operating Reserves	$3,012
Available Operating Reserves	$3,012
Available Capital Reserves	$34,496

[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 2025-26, 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 2025-26 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 2025-26 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 2025-26 is $5,046.00**.**

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 15
ASSESSMENT ROLL
FISCAL YEAR 2025-26

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 2025-26
Final Engineer's Report

June 26, 2025

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 2025-26

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: June 5, 2025

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 2025-26 assessments to be levied upon each assessable lot or parcel within the District.

The City will hold a Public Hearing on June 26, 2025, 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 2025-26

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. 11740, which directs the preparation and filing of the Engineer's Report, adopted by the City Council of the City of Newark, on April 24, 2025, 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 2025-26, 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 2025-26.

Landscaping and Lighting District No. 16 Fiscal Year 2025-26 Cost Estimate	
Projected Revenues	
Assessment Revenue	$19,903
Non-Assessment Revenues[1]	$1,416
Total Projected Revenues	**$21,319**
Projected Expenses	
Contract Services	$3,510
Utilities	$10,000
Administration and Incidentals	$9,129
County Collection Fees	$338
Unforeseen Maintenance and Repairs[2]	$1,149
Total Projected Expenses	**$24,127**
Projected Fund Balance	
Beginning Fund Balance - July 1, 2025	$62,257
Reserve Fund Collection Increase/(Decrease)	($2,808)
Ending Fund Balance - June 30, 2026	$59,449
Recommended Operating Reserves	$11,489
Available Operating Reserves	$11,489
Available Capital Reserves	$47,960

[1]Non-Assessment Revenues include interest earnings estimated at 1.5% of Projected Beginning Fund Balance and the City contribution in the amount of $482 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.

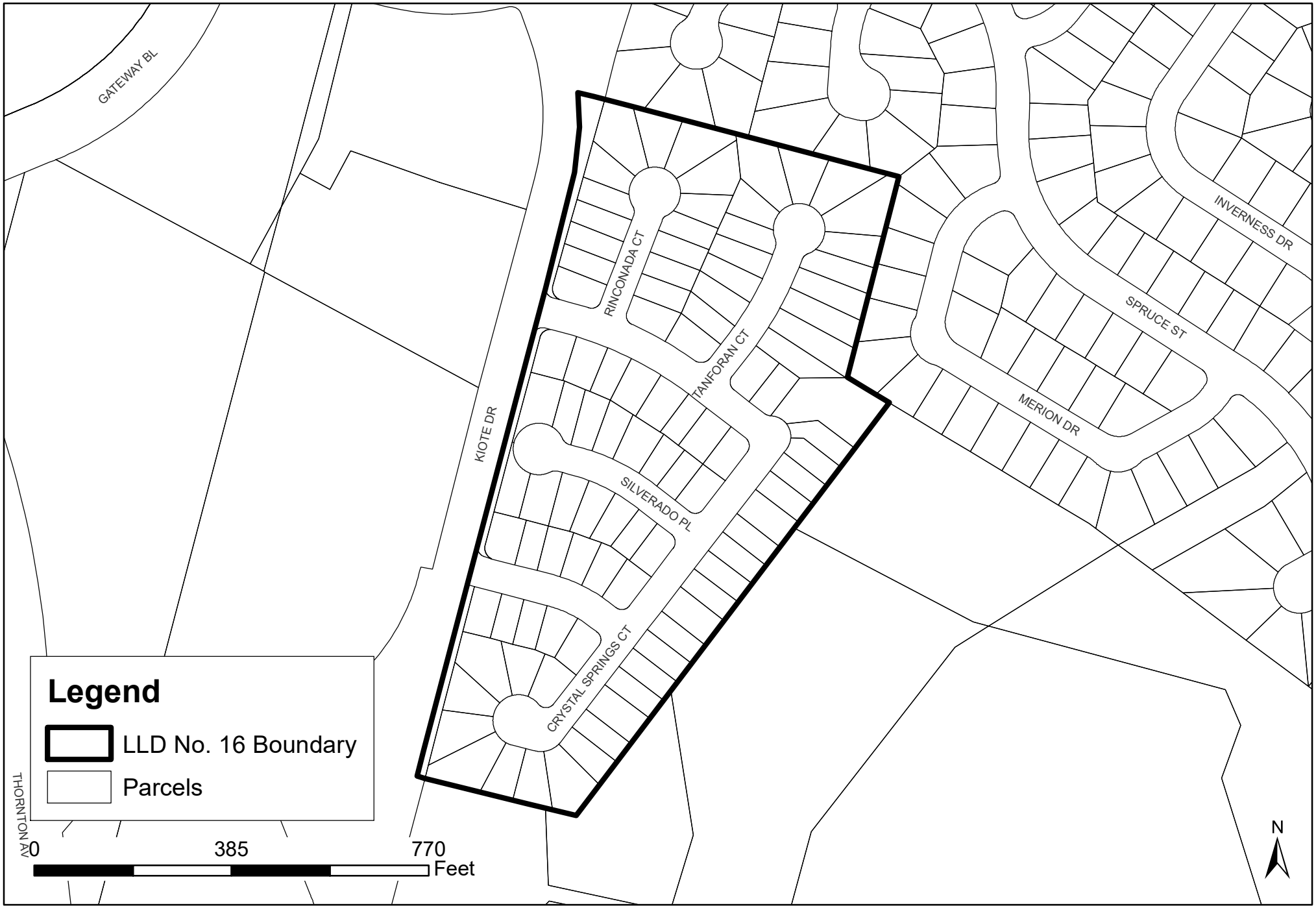
PART C

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 2025-26, 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 2025-26 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 2025-26 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 2025-26 is $19,902.50.

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 16
ASSESSMENT ROLL
FISCAL YEAR 2025-26

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 2025-26
Final Engineer's Report

June 26, 2025

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 2025-26

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: June 5, 2025

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 2025-26 assessments to be levied upon each assessable lot or parcel within the District.

The City will hold a Public Hearing on June 26, 2025, 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 2025-26

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. 11740, which directs the preparation and filing of the Engineer's Report, adopted by the City Council of the City of Newark, on April 24, 2025, 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 2025-26, 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 2025-26.

Landscaping and Lighting District No. 17 Fiscal Year 2025-26 Cost Estimate	
Projected Revenues	
Assessment Revenue	$6,237
Non-Assessment Revenues[1]	$312
Total Projected Revenues	**$6,549**
Projected Expenses	
Contract Services	$1,894
Utilities	$4,000
Administration and Incidentals	$3,329
County Collection Fees	$106
Unforeseen Maintenance and Repairs[2]	$466
Total Projected Expenses	**$9,796**
Projected Fund Balance	
Beginning Fund Balance - July 1, 2025	$7,730
Reserve Fund Collection Increase/(Decrease)	($3,247)
Ending Fund Balance - June 30, 2026	$4,483
Recommended Operating Reserves	$4,665
Available Operating Reserves	$4,483
Available Capital Reserves	$0

[1]Non-Assessment Revenues include interest earnings estimated at 1.5% of Projected Beginning Fund Balance and the City contribution in the amount of $195 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.

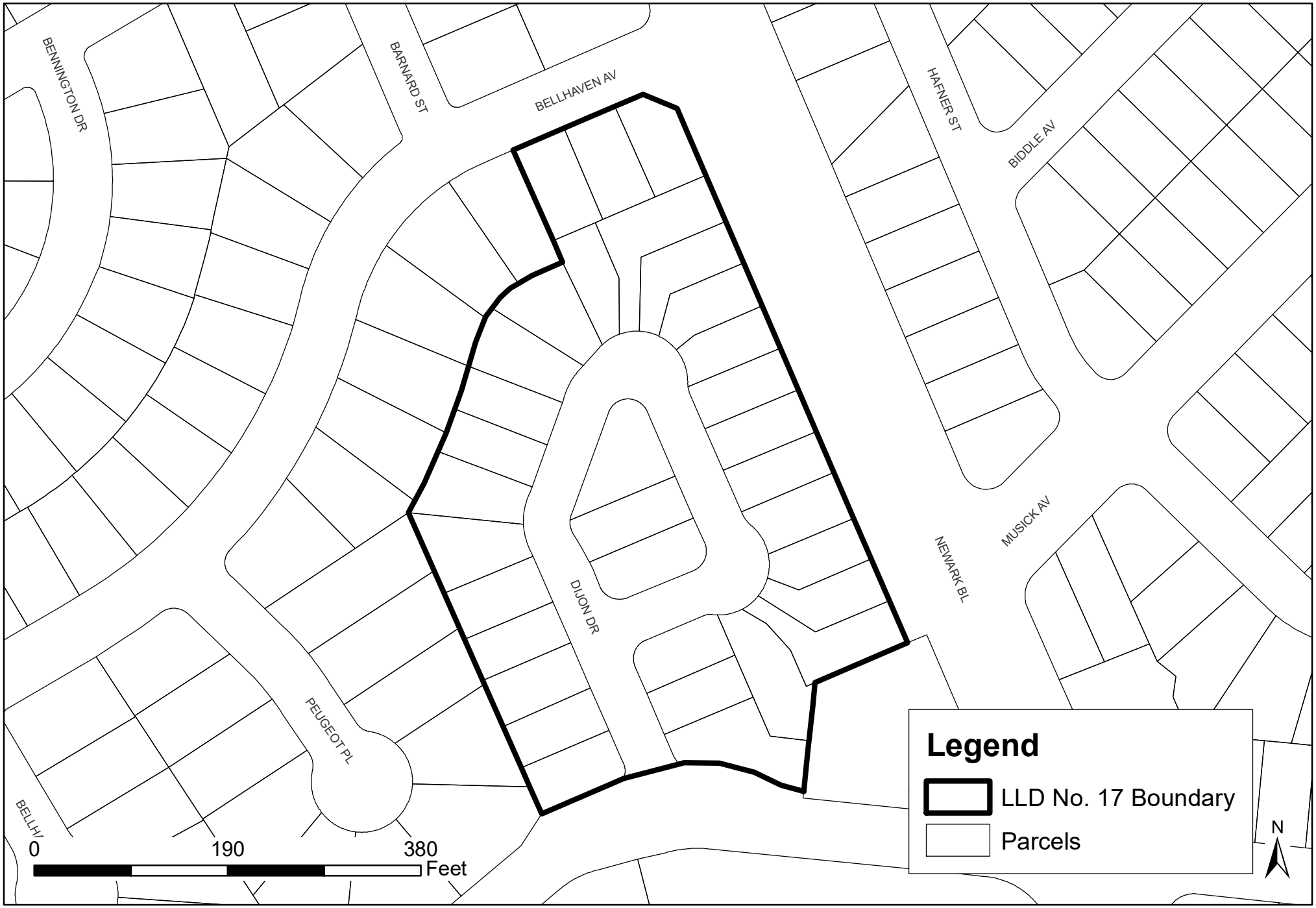
PART C

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 2025-26, 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 2025-26 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 2025-26 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 2025-26 is $6,237.00**.**

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 17
ASSESSMENT ROLL
FISCAL YEAR 2025-26

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 2025-26
Final Engineer's Report

June 26, 2025

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 2025-26

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: June 5, 2025

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 2025-26 assessments to be levied upon each assessable lot or parcel within the District.

The City will hold a Public Hearing on June 26, 2025, 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 2025-26

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. 11740, which directs the preparation and filing of the Engineer's Report, adopted by the City Council of the City of Newark, on April 24, 2025 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 2025-26, 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 2025-26.

Landscaping and Lighting District No. 18 Fiscal Year 2025-26 Cost Estimate	
Projected Revenues	
Assessment Revenue	$10,981
Non-Assessment Revenues[1]	$1,490
Total Projected Revenues	**$12,471**
Projected Expenses	
Contract Services[2]	$25,383
Utilities	$5,000
Administration and Incidentals	$5,801
County Collection Fees	$187
Unforeseen Maintenance and Repairs[2]	$1,819
Total Projected Expenses	**$38,190**
Projected Fund Balance	
Beginning Fund Balance - July 1, 2025	$48,386
Reserve Fund Collection Increase/(Decrease)	($25,719)
Ending Fund Balance - June 30, 2026	$22,668
Recommended Operating Reserves	$18,186
Available Operating Reserves	$18,186
Available Capital Reserves	$4,482

[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.

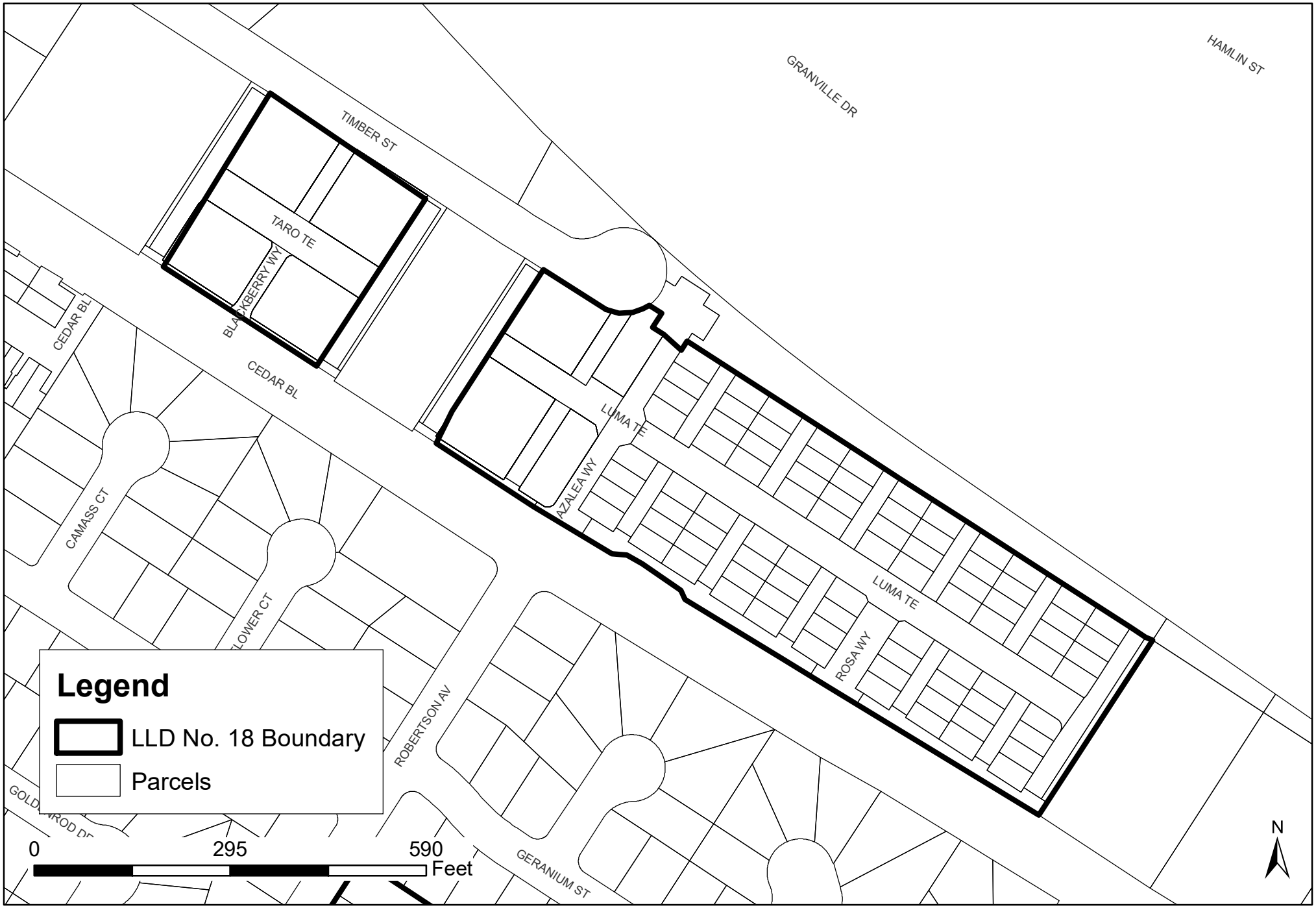
PART C

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 2025-26, 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 2025-26 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 2025-26 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 2025-26 is $10,981.44**.**

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 18
ASSESSMENT ROLL
FISCAL YEAR 2025-26

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 2025-26

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 2025-26
Final Engineer's Report

June 26, 2025

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 2025-26

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: June 5, 2025

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 2025-26 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 June 26, 2025, 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. 11740, which directs the preparation and filing of the Engineer's Report, adopted by the City Council of the City of Newark, on April 24, 2025, 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 2025-26, 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 2025-26.

Landscaping and Lighting District No. 19
Fiscal Year 2025-26 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	$41,198	$12,546	$28,462	$150,177
Non-Assessment Revenues[1]	$13,807	$3,385	$3,338	$5,530	$7,522	$5,386	$1,360	$40,327
Total Projected Revenues	**$55,358**	**$7,308**	**$6,058**	**$25,307**	**$48,719**	**$17,933**	**$29,822**	**$190,504**
Projected Expenses								
Contract Services[2]	$21,093	$5,710	$6,019	$3,705	$6,060	$4,632	$7,000	$54,219
Utilities	$6,521	$417	$599	$2,178	$3,562	$2,723	$800	$16,800
Administration and Incidentals	$18,609	$1,191	$1,709	$6,215	$10,166	$7,771	$4,000	$49,663
County Collection Fees	$706	$67	$46	$336	$700	$213	$484	$2,553
Unforeseen Maintenance and Repairs[3]	$2,346	$369	$419	$622	$1,024	$767	$614	$6,162
Total Projected Expenses	**$49,275**	**$7,755**	**$8,792**	**$13,056**	**$21,514**	**$16,107**	**$12,898**	**$129,396**
Projected Fund Balance								
Beginning Fund Balance - July 1, 2025	$297,098	$24,546	$17,019	$123,736	$218,187	$11,214	$0	$691,799
Reserve Fund Collection Increase/(Decrease)	$6,083	($447)	($2,734)	$12,251	$27,206	$1,826	$16,924	$61,108
Ending Fund Balance - June 30, 2026	$303,181	$24,099	$14,286	$135,987	$245,393	$13,039	$16,924	$752,908
Recommended Operating Reserves	$23,464	$3,693	$4,186	$6,217	$10,245	$7,670	$6,142	$61,617
Available Operating Reserves	$23,464	$3,693	$4,186	$6,217	$10,245	$7,670	$6,142	$61,617
Available Capital Reserves	$279,716	$20,406	$10,099	$129,770	$235,148	$5,369	$10,782	$691,290

[1]Non-Assessment Revenues include interest earnings estimated at 1.5% of Projected Beginning Fund Balance and the City contribution in the amount of $15,640 for General Benefits and $15,340 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.

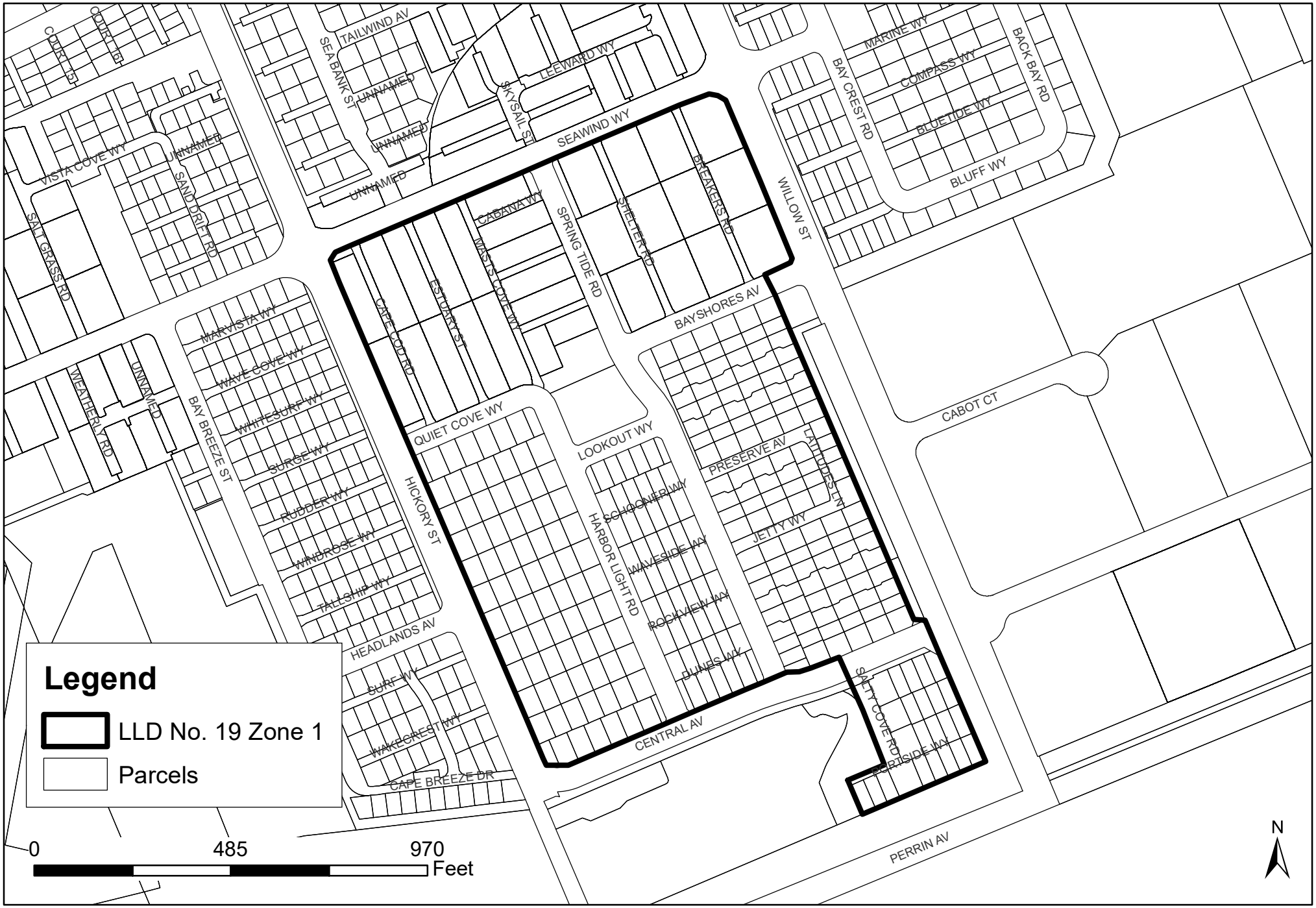
PART C

ASSESSMENT DISTRICT DIAGRAM

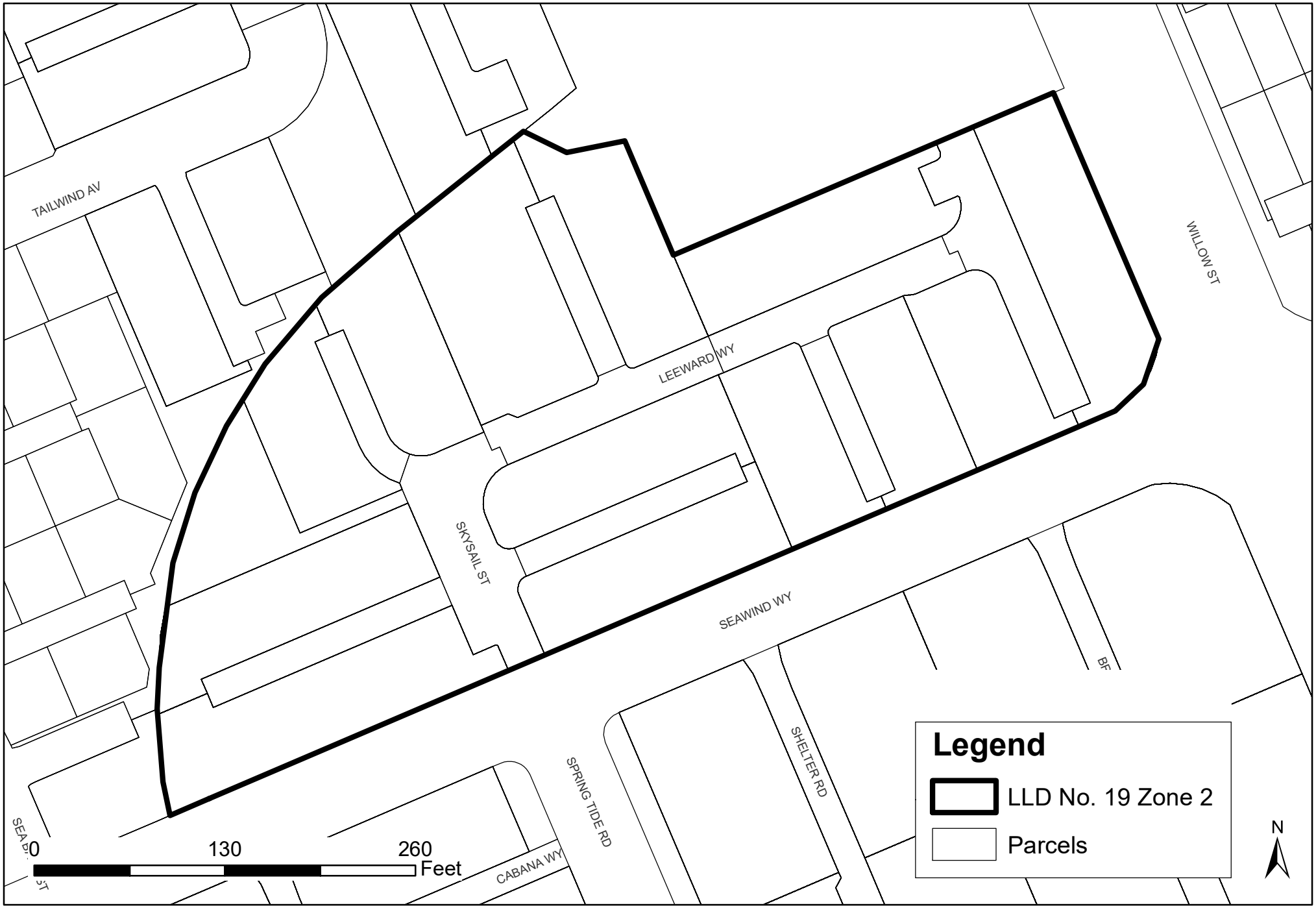
The boundaries of the District and each zone of benefit are shown herein. The Diagram is on file in the Public Works Department of the City and shown on the following page of this Engineer's Report. The lines and dimensions of each parcel within the District are those lines and dimensions shown on the 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.

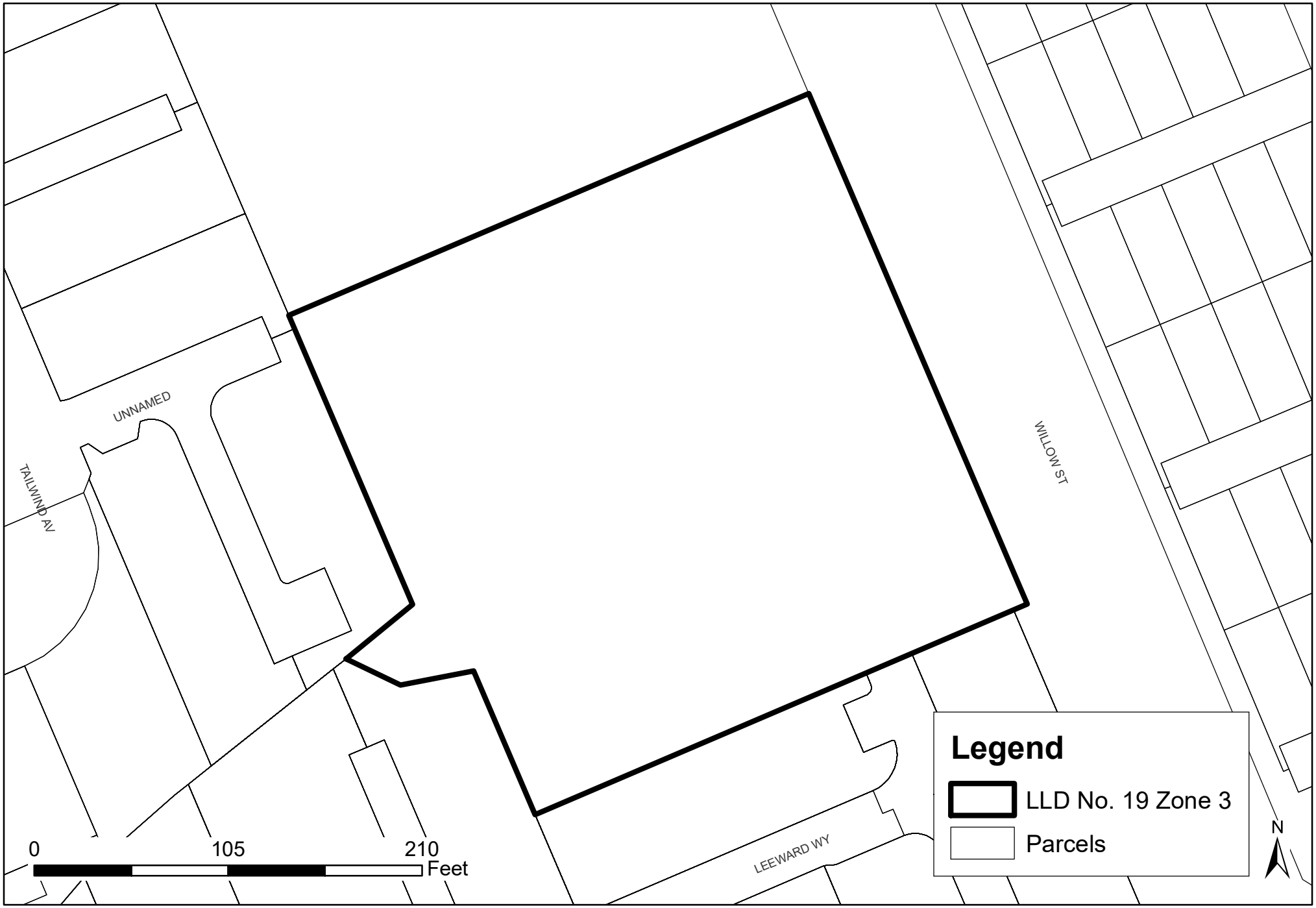
LANDSCAPING AND LIGHTING DISTRICT NO. 19 ZONE 1
(BAYSHORES)
ASSESSMENT DIAGRAM



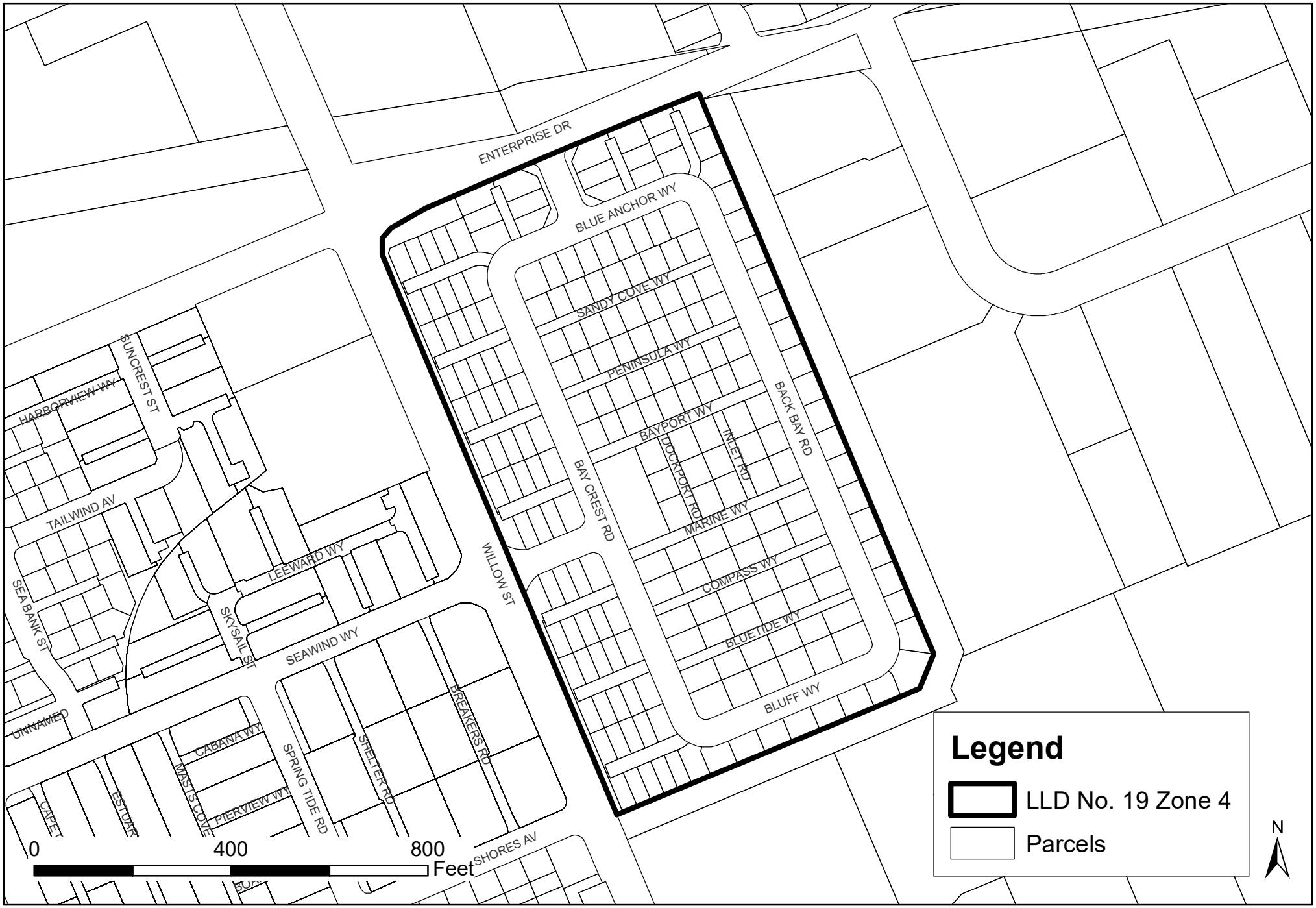
LANDSCAPING AND LIGHTING DISTRICT NO. 19 ZONE 2
ANNEXATION NO. 1 (LIGHTHOUSE)
ASSESSMENT DIAGRAM



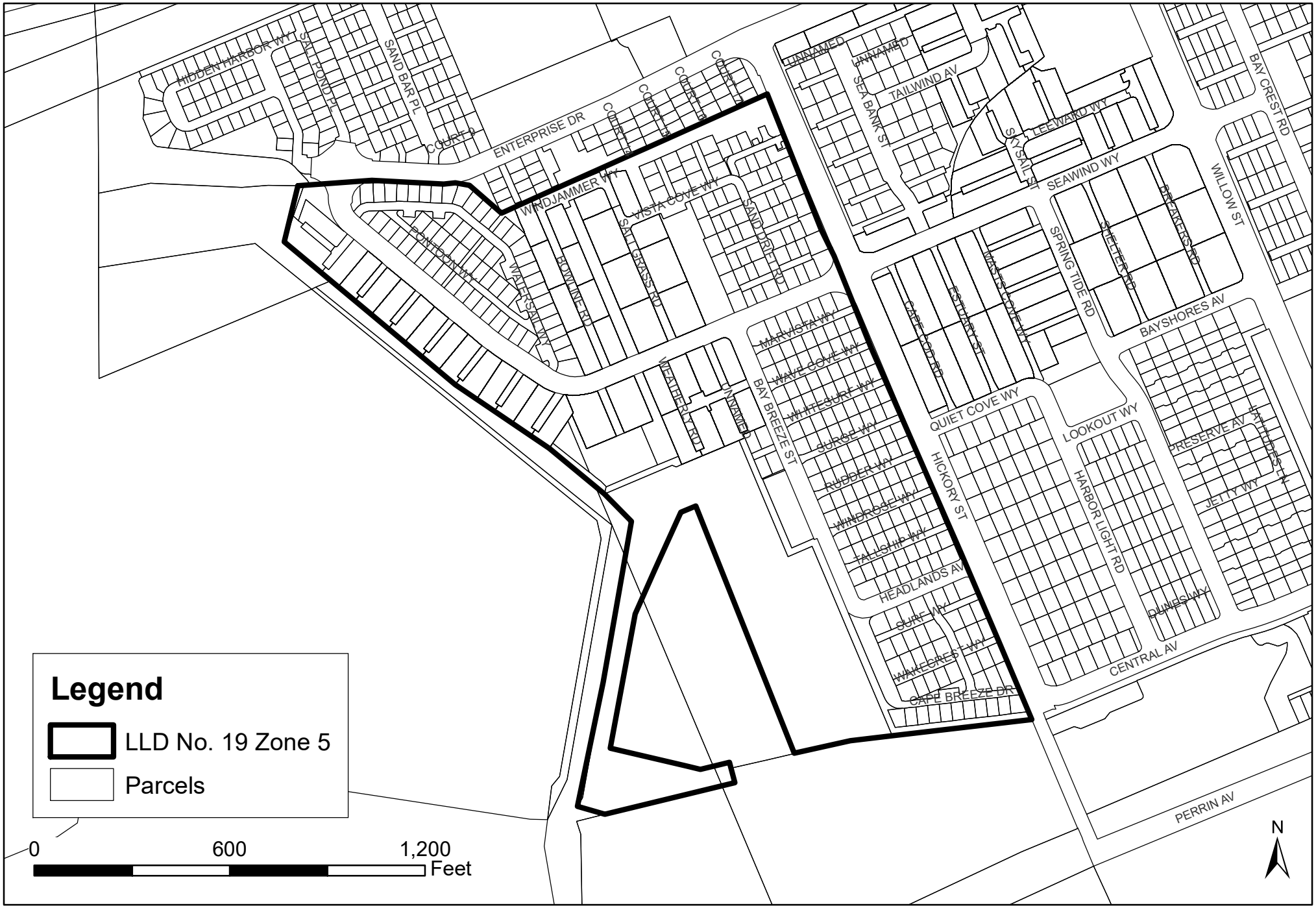
LANDSCAPING AND LIGHTING DISTRICT NO. 19 ZONE 3
ANNEXATION NO. 2 (NEWARK SENIORS HOUSING)
ASSESSMENT DIAGRAM



LANDSCAPING AND LIGHTING DISTRICT NO. 19 ZONE 4
ANNEXATION NO. 3 (GLASS BAY)
ASSESSMENT DIAGRAM

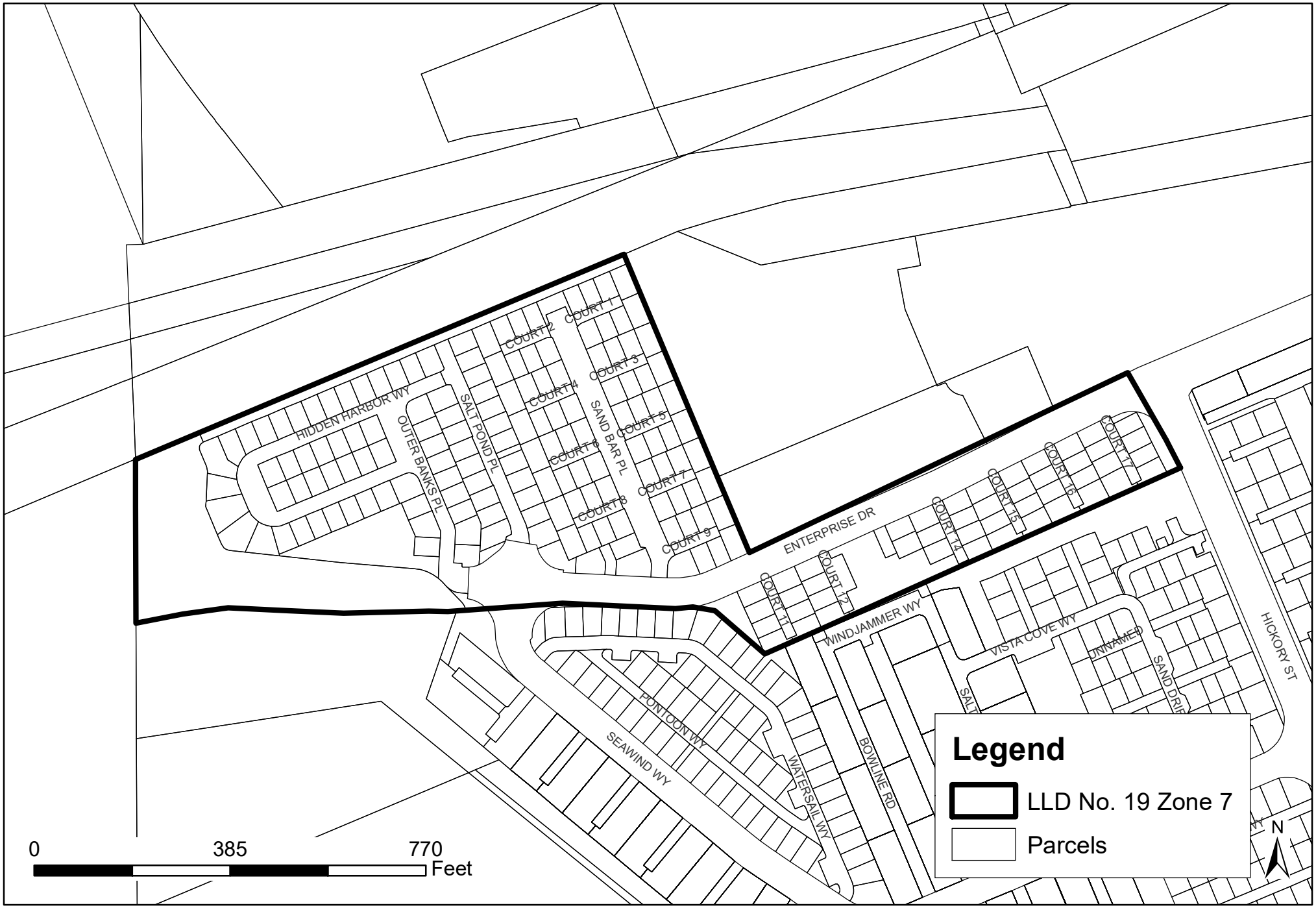


LANDSCAPING AND LIGHTING DISTRICT NO. 19 ZONE 5
ANNEXATION NO. 4 (BRIDGEWAY)
ASSESSMENT DIAGRAM



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 2025-26.

LLD No. 19 Benefit Zone	FY 2025/26 Maximum Assessment Rate	FY 2025/26 Applied Assessment Rate
Zone 1 (Bayshore)	$116.75	$87.34
Zone 2 (Lighthouse)	$79.47	$59.45
Zone 3 (Newark Senior Housing)	$64.64	$48.36
Zone 4 (Tract 8098 - Glass Bay)	$121.83	$91.14
Zone 5 (Tracts 8099 & 8436 - Bridgeway)	$99.74	$80.00
Zone 6 (Tract 8459 - Compass Bay)	$130.07	$107.46
Zone 7 (Tract 8453 - Harbor Pointe)	$148.25	$148.25

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 2025-26 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 2025-26 is $150,177.32**.**

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 19
ASSESSMENT ROLL
FISCAL YEAR 2025-26

Assessor's Parcel Number	Zone	Assessment Amount	Assessor's Parcel Number	Zone	Assessment Amount	Assessor's Parcel Number	Zone	Assessment Amount
092 -0258-012-00	1	$87.34	092 -0258-064-00	1	$87.34	092 -0258-116-00	1	$87.34
092 -0258-013-00	1	$87.34	092 -0258-065-00	1	$87.34	092 -0258-117-00	1	$87.34
092 -0258-014-00	1	$87.34	092 -0258-066-00	1	$87.34	092 -0258-118-00	1	$87.34
092 -0258-015-00	1	$87.34	092 -0258-067-00	1	$87.34	092 -0258-119-00	1	$87.34
092 -0258-016-00	1	$87.34	092 -0258-068-00	1	$87.34	092 -0258-120-00	1	$87.34
092 -0258-017-00	1	$87.34	092 -0258-069-00	1	$87.34	092 -0258-121-00	1	$87.34
092 -0258-018-00	1	$87.34	092 -0258-070-00	1	$87.34	092 -0258-122-00	1	$87.34
092 -0258-019-00	1	$87.34	092 -0258-071-00	1	$87.34	092 -0258-123-00	1	$87.34
092 -0258-020-00	1	$87.34	092 -0258-072-00	1	$87.34	092 -0258-124-00	1	$87.34
092 -0258-021-00	1	$87.34	092 -0258-073-00	1	$87.34	092 -0258-125-00	1	$87.34
092 -0258-022-00	1	$87.34	092 -0258-074-00	1	$87.34	092 -0258-126-00	1	$87.34
092 -0258-023-00	1	$87.34	092 -0258-075-00	1	$87.34	092 -0258-127-00	1	$87.34
092 -0258-024-00	1	$87.34	092 -0258-076-00	1	$87.34	092 -0258-128-00	1	$87.34
092 -0258-025-00	1	$87.34	092 -0258-077-00	1	$87.34	092 -0258-129-00	1	$87.34
092 -0258-026-00	1	$87.34	092 -0258-078-00	1	$87.34	092 -0258-130-00	1	$87.34
092 -0258-027-00	1	$87.34	092 -0258-079-00	1	$87.34	092 -0258-131-00	1	$87.34
092 -0258-028-00	1	$87.34	092 -0258-080-00	1	$87.34	092 -0258-132-00	1	$87.34
092 -0258-029-00	1	$87.34	092 -0258-081-00	1	$87.34	092 -0258-133-00	1	$87.34
092 -0258-030-00	1	$87.34	092 -0258-082-00	1	$87.34	092 -0258-134-00	1	$87.34
092 -0258-031-00	1	$87.34	092 -0258-083-00	1	$87.34	092 -0258-135-00	1	$87.34
092 -0258-032-00	1	$87.34	092 -0258-084-00	1	$87.34	092 -0258-136-00	1	$87.34
092 -0258-033-00	1	$87.34	092 -0258-085-00	1	$87.34	092 -0258-137-00	1	$87.34
092 -0258-034-00	1	$87.34	092 -0258-086-00	1	$87.34	092 -0258-138-00	1	$87.34
092 -0258-035-00	1	$87.34	092 -0258-087-00	1	$87.34	092 -0258-139-00	1	$87.34
092 -0258-036-00	1	$87.34	092 -0258-088-00	1	$87.34	092 -0258-140-00	1	$87.34
092 -0258-037-00	1	$87.34	092 -0258-089-00	1	$87.34	092 -0258-141-00	1	$87.34
092 -0258-038-00	1	$87.34	092 -0258-090-00	1	$87.34	092 -0258-142-00	1	$87.34
092 -0258-039-00	1	$87.34	092 -0258-091-00	1	$87.34	092 -0258-143-00	1	$87.34
092 -0258-040-00	1	$87.34	092 -0258-092-00	1	$87.34	092 -0258-144-00	1	$87.34
092 -0258-041-00	1	$87.34	092 -0258-093-00	1	$87.34	092 -0258-145-00	1	$87.34
092 -0258-042-00	1	$87.34	092 -0258-094-00	1	$87.34	092 -0258-146-00	1	$87.34
092 -0258-043-00	1	$87.34	092 -0258-095-00	1	$87.34	092 -0258-147-00	1	$87.34
092 -0258-044-00	1	$87.34	092 -0258-096-00	1	$87.34	092 -0258-148-00	1	$87.34
092 -0258-045-00	1	$87.34	092 -0258-097-00	1	$87.34	092 -0258-149-00	1	$87.34
092 -0258-046-00	1	$87.34	092 -0258-098-00	1	$87.34	092 -0258-150-00	1	$87.34
092 -0258-047-00	1	$87.34	092 -0258-099-00	1	$87.34	092 -0258-151-00	1	$87.34
092 -0258-048-00	1	$87.34	092 -0258-100-00	1	$87.34	092 -0258-152-00	1	$87.34
092 -0258-049-00	1	$87.34	092 -0258-101-00	1	$87.34	092 -0258-153-00	1	$87.34
092 -0258-050-00	1	$87.34	092 -0258-102-00	1	$87.34	092 -0258-154-00	1	$87.34
092 -0258-051-00	1	$87.34	092 -0258-103-00	1	$87.34	092 -0258-155-00	1	$87.34
092 -0258-052-00	1	$87.34	092 -0258-104-00	1	$87.34	092 -0258-156-00	1	$87.34
092 -0258-053-00	1	$87.34	092 -0258-105-00	1	$87.34	092 -0258-157-00	1	$87.34
092 -0258-054-00	1	$87.34	092 -0258-106-00	1	$87.34	092 -0258-158-00	1	$87.34
092 -0258-055-00	1	$87.34	092 -0258-107-00	1	$87.34	092 -0258-159-00	1	$87.34
092 -0258-056-00	1	$87.34	092 -0258-108-00	1	$87.34	092 -0258-160-00	1	$87.34
092 -0258-057-00	1	$87.34	092 -0258-109-00	1	$87.34	092 -0258-161-00	1	$87.34
092 -0258-058-00	1	$87.34	092 -0258-110-00	1	$87.34	092 -0258-162-00	1	$87.34
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

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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 -0258-168-00	1	$87.34	092 -0261-018-00	1	$87.34	092 -0262-021-00	1	$87.34
092 -0258-169-00	1	$87.34	092 -0261-019-00	1	$87.34	092 -0262-022-00	1	$87.34
092 -0258-170-00	1	$87.34	092 -0261-020-00	1	$87.34	092 -0262-023-00	1	$87.34
092 -0258-171-00	1	$87.34	092 -0261-021-00	1	$87.34	092 -0262-024-00	1	$87.34
092 -0258-172-00	1	$87.34	092 -0261-022-00	1	$87.34	092 -0262-025-00	1	$87.34
092 -0258-173-00	1	$87.34	092 -0261-023-00	1	$87.34	092 -0262-026-00	1	$87.34
092 -0258-174-00	1	$87.34	092 -0261-024-00	1	$87.34	092 -0262-027-00	1	$87.34
092 -0258-175-00	1	$87.34	092 -0261-025-00	1	$87.34	092 -0262-028-00	1	$87.34
092 -0258-176-00	1	$87.34	092 -0261-026-00	1	$87.34	092 -0262-029-00	1	$87.34
092 -0258-177-00	1	$87.34	092 -0261-027-00	1	$87.34	092 -0262-030-00	1	$87.34
092 -0258-178-00	1	$87.34	092 -0261-028-00	1	$87.34	092 -0262-031-00	1	$87.34
092 -0258-179-00	1	$87.34	092 -0261-029-00	1	$87.34	092 -0262-032-00	1	$87.34
092 -0258-180-00	1	$87.34	092 -0261-030-00	1	$87.34	092 -0262-033-00	1	$87.34
092 -0258-181-00	1	$87.34	092 -0261-031-00	1	$87.34	092 -0262-034-00	1	$87.34
092 -0258-182-00	1	$87.34	092 -0261-032-00	1	$87.34	092 -0262-035-00	1	$87.34
092 -0258-183-00	1	$87.34	092 -0261-033-00	1	$87.34	092 -0262-036-00	1	$87.34
092 -0258-184-00	1	$87.34	092 -0261-034-00	1	$87.34	092 -0262-037-00	1	$87.34
092 -0258-185-00	1	$87.34	092 -0261-035-00	1	$87.34	092 -0257-033-00	1	$65.50
092 -0258-186-00	1	$87.34	092 -0261-036-00	1	$87.34	092 -0257-034-00	1	$65.50
092 -0258-187-00	1	$87.34	092 -0261-037-00	1	$87.34	092 -0257-035-00	1	$65.50
092 -0258-188-00	1	$87.34	092 -0261-038-00	1	$87.34	092 -0257-036-00	1	$65.50
092 -0258-189-00	1	$87.34	092 -0261-039-00	1	$87.34	092 -0257-037-00	1	$65.50
092 -0258-190-00	1	$87.34	092 -0261-040-00	1	$87.34	092 -0257-038-00	1	$65.50
092 -0258-191-00	1	$87.34	092 -0261-041-00	1	$87.34	092 -0257-039-00	1	$65.50
092 -0258-192-00	1	$87.34	092 -0261-042-00	1	$87.34	092 -0257-040-00	1	$65.50
092 -0258-193-00	1	$87.34	092 -0261-043-00	1	$87.34	092 -0257-041-00	1	$65.50
092 -0258-194-00	1	$87.34	092 -0261-044-00	1	$87.34	092 -0257-042-00	1	$65.50
092 -0258-195-00	1	$87.34	092 -0261-045-00	1	$87.34	092 -0257-043-00	1	$65.50
092 -0258-196-00	1	$87.34	092 -0261-046-00	1	$87.34	092 -0257-045-00	1	$65.50
092 -0258-197-00	1	$87.34	092 -0261-047-00	1	$87.34	092 -0257-046-00	1	$65.50
092 -0258-198-00	1	$87.34	092 -0261-048-00	1	$87.34	092 -0257-047-00	1	$65.50
092 -0258-199-00	1	$87.34	092 -0261-049-00	1	$87.34	092 -0257-048-00	1	$65.50
092 -0258-200-00	1	$87.34	092 -0261-050-00	1	$87.34	092 -0257-049-00	1	$65.50
092 -0258-201-00	1	$87.34	092 -0261-051-00	1	$87.34	092 -0257-050-00	1	$65.50
092 -0258-202-00	1	$87.34	092 -0262-003-00	1	$87.34	092 -0257-051-00	1	$65.50
092 -0258-203-00	1	$87.34	092 -0262-004-00	1	$87.34	092 -0257-052-00	1	$65.50
092 -0258-204-00	1	$87.34	092 -0262-005-00	1	$87.34	092 -0257-053-00	1	$65.50
092 -0258-205-00	1	$87.34	092 -0262-006-00	1	$87.34	092 -0257-067-00	1	$65.50
092 -0258-206-00	1	$87.34	092 -0262-007-00	1	$87.34	092 -0257-068-00	1	$65.50
092 -0261-005-00	1	$87.34	092 -0262-008-00	1	$87.34	092 -0257-069-00	1	$65.50
092 -0261-006-00	1	$87.34	092 -0262-009-00	1	$87.34	092 -0257-070-00	1	$65.50
092 -0261-007-00	1	$87.34	092 -0262-010-00	1	$87.34	092 -0257-071-00	1	$65.50
092 -0261-008-00	1	$87.34	092 -0262-011-00	1	$87.34	092 -0257-072-00	1	$65.50
092 -0261-009-00	1	$87.34	092 -0262-012-00	1	$87.34	092 -0257-073-00	1	$65.50
092 -0261-010-00	1	$87.34	092 -0262-013-00	1	$87.34	092 -0257-074-00	1	$65.50
092 -0261-011-00	1	$87.34	092 -0262-014-00	1	$87.34	092 -0257-075-00	1	$65.50
092 -0261-012-00	1	$87.34	092 -0262-015-00	1	$87.34	092 -0257-077-00	1	$65.50
092 -0261-013-00	1	$87.34	092 -0262-016-00	1	$87.34	092 -0257-078-00	1	$65.50
092 -0261-014-00	1	$87.34	092 -0262-017-00	1	$87.34	092 -0257-079-00	1	$65.50
092 -0261-015-00	1	$87.34	092 -0262-018-00	1	$87.34	092 -0257-080-00	1	$65.50
092 -0261-016-00	1	$87.34	092 -0262-019-00	1	$87.34	092 -0257-081-00	1	$65.50
092 -0261-017-00	1	$87.34	092 -0262-020-00	1	$87.34	092 -0257-082-00	1	$65.50

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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 -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
092 -0257-102-00	1	$65.50	092 -0257-160-00	1	$65.50	092 -0257-218-00	1	$65.50
092 -0257-103-00	1	$65.50	092 -0257-161-00	1	$65.50	092 -0257-219-00	1	$65.50
092 -0257-104-00	1	$65.50	092 -0257-162-00	1	$65.50	092 -0257-220-00	1	$65.50
092 -0257-105-00	1	$65.50	092 -0257-164-00	1	$65.50	092 -0257-221-00	1	$65.50
092 -0257-107-00	1	$65.50	092 -0257-165-00	1	$65.50	092 -0257-222-00	1	$65.50
092 -0257-108-00	1	$65.50	092 -0257-166-00	1	$65.50	092 -0257-223-00	1	$65.50
092 -0257-109-00	1	$65.50	092 -0257-167-00	1	$65.50	092 -0257-225-00	1	$65.50
092 -0257-110-00	1	$65.50	092 -0257-168-00	1	$65.50	092 -0257-226-00	1	$65.50
092 -0257-111-00	1	$65.50	092 -0257-169-00	1	$65.50	092 -0257-227-00	1	$65.50
092 -0257-112-00	1	$65.50	092 -0257-170-00	1	$65.50	092 -0257-228-00	1	$65.50
092 -0257-113-00	1	$65.50	092 -0257-171-00	1	$65.50	092 -0257-229-00	1	$65.50
092 -0257-114-00	1	$65.50	092 -0257-172-00	1	$65.50	092 -0257-230-00	1	$65.50
092 -0257-115-00	1	$65.50	092 -0257-174-00	1	$65.50	092 -0257-231-00	1	$65.50
092 -0257-117-00	1	$65.50	092 -0257-175-00	1	$65.50	092 -0257-232-00	1	$65.50
092 -0257-118-00	1	$65.50	092 -0257-176-00	1	$65.50	092 -0257-233-00	1	$65.50
092 -0257-119-00	1	$65.50	092 -0257-177-00	1	$65.50	092 -0257-234-00	1	$65.50
092 -0257-120-00	1	$65.50	092 -0257-178-00	1	$65.50	092 -0257-235-00	1	$65.50
092 -0257-121-00	1	$65.50	092 -0257-179-00	1	$65.50	092 -0257-237-00	1	$65.50
092 -0257-122-00	1	$65.50	092 -0257-180-00	1	$65.50	092 -0257-238-00	1	$65.50
092 -0257-123-00	1	$65.50	092 -0257-181-00	1	$65.50	092 -0257-239-00	1	$65.50
092 -0257-124-00	1	$65.50	092 -0257-182-00	1	$65.50	092 -0257-240-00	1	$65.50
092 -0257-125-00	1	$65.50	092 -0257-184-00	1	$65.50	092 -0257-241-00	1	$65.50
092 -0257-127-00	1	$65.50	092 -0257-185-00	1	$65.50	092 -0257-242-00	1	$65.50
092 -0257-128-00	1	$65.50	092 -0257-186-00	1	$65.50	092 -0257-243-00	1	$65.50
092 -0257-129-00	1	$65.50	092 -0257-187-00	1	$65.50	092 -0257-244-00	1	$65.50
092 -0257-130-00	1	$65.50	092 -0257-188-00	1	$65.50	092 -0257-245-00	1	$65.50
092 -0257-131-00	1	$65.50	092 -0257-189-00	1	$65.50	092 -0257-246-00	1	$65.50
092 -0257-132-00	1	$65.50	092 -0257-190-00	1	$65.50	092 -0257-247-00	1	$65.50
092 -0257-133-00	1	$65.50	092 -0257-191-00	1	$65.50	092 -0257-249-00	1	$65.50
092 -0257-134-00	1	$65.50	092 -0257-192-00	1	$65.50	092 -0257-250-00	1	$65.50
092 -0257-136-00	1	$65.50	092 -0257-194-00	1	$65.50	092 -0257-251-00	1	$65.50
092 -0257-137-00	1	$65.50	092 -0257-195-00	1	$65.50	092 -0257-252-00	1	$65.50
092 -0257-138-00	1	$65.50	092 -0257-196-00	1	$65.50	092 -0257-253-00	1	$65.50
092 -0257-139-00	1	$65.50	092 -0257-197-00	1	$65.50	092 -0257-254-00	1	$65.50
092 -0257-140-00	1	$65.50	092 -0257-198-00	1	$65.50	092 -0257-255-00	1	$65.50

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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 -0257-256-00	1	$65.50	092 -0257-313-00	1	$65.50	092 -0260-057-00	2	$44.58
092 -0257-257-00	1	$65.50	092 -0257-314-00	1	$65.50	092 -0260-058-00	2	$44.58
092 -0257-258-00	1	$65.50	092 -0257-315-00	1	$65.50	092 -0260-060-00	2	$44.58
092 -0257-259-00	1	$65.50	092 -0257-317-00	1	$65.50	092 -0260-061-00	2	$44.58
092 -0257-261-00	1	$65.50	092 -0257-318-00	1	$65.50	092 -0260-062-00	2	$44.58
092 -0257-262-00	1	$65.50	092 -0257-319-00	1	$65.50	092 -0260-063-00	2	$44.58
092 -0257-263-00	1	$65.50	092 -0257-320-00	1	$65.50	092 -0260-064-00	2	$44.58
092 -0257-264-00	1	$65.50	092 -0257-321-00	1	$65.50	092 -0260-065-00	2	$44.58
092 -0257-265-00	1	$65.50	092 -0257-322-00	1	$65.50	092 -0260-067-00	2	$44.58
092 -0257-266-00	1	$65.50	092 -0257-323-00	1	$65.50	092 -0260-068-00	2	$44.58
092 -0257-267-00	1	$65.50	092 -0257-324-00	1	$65.50	092 -0260-069-00	2	$44.58
092 -0257-268-00	1	$65.50	092 -0257-325-00	1	$65.50	092 -0260-070-00	2	$44.58
092 -0257-269-00	1	$65.50	092 -0257-327-00	1	$65.50	092 -0260-071-00	2	$44.58
092 -0257-270-00	1	$65.50	092 -0257-328-00	1	$65.50	092 -0260-072-00	2	$44.58
092 -0257-272-00	1	$65.50	092 -0257-329-00	1	$65.50	092 -0260-074-00	2	$44.58
092 -0257-273-00	1	$65.50	092 -0257-330-00	1	$65.50	092 -0260-075-00	2	$44.58
092 -0257-274-00	1	$65.50	092 -0257-331-00	1	$65.50	092 -0260-076-00	2	$44.58
092 -0257-275-00	1	$65.50	092 -0257-333-00	1	$65.50	092 -0260-077-00	2	$44.58
092 -0257-276-00	1	$65.50	092 -0257-334-00	1	$65.50	092 -0260-078-00	2	$44.58
092 -0257-277-00	1	$65.50	092 -0257-335-00	1	$65.50	092 -0260-080-00	2	$44.58
092 -0257-278-00	1	$65.50	092 -0257-336-00	1	$65.50	092 -0260-081-00	2	$44.58
092 -0257-279-00	1	$65.50	092 -0257-337-00	1	$65.50	092 -0260-082-00	2	$44.58
092 -0257-280-00	1	$65.50	092 -0260-024-00	2	$44.58	092 -0260-083-00	2	$44.58
092 -0257-281-00	1	$65.50	092 -0260-025-00	2	$44.58	092 -0260-084-00	2	$44.58
092 -0257-282-00	1	$65.50	092 -0260-026-00	2	$44.58	092 -0260-086-00	2	$44.58
092 -0257-284-00	1	$65.50	092 -0260-027-00	2	$44.58	092 -0260-087-00	2	$44.58
092 -0257-285-00	1	$65.50	092 -0260-028-00	2	$44.58	092 -0260-088-00	2	$44.58
092 -0257-286-00	1	$65.50	092 -0260-029-00	2	$44.58	092 -0260-089-00	2	$44.58
092 -0257-287-00	1	$65.50	092 -0260-030-00	2	$44.58	092 -0260-090-00	2	$44.58
092 -0257-288-00	1	$65.50	092 -0260-031-00	2	$44.58	092 -0260-091-00	2	$44.58
092 -0257-289-00	1	$65.50	092 -0260-033-00	2	$44.58	092 -0260-093-00	2	$44.58
092 -0257-290-00	1	$65.50	092 -0260-034-00	2	$44.58	092 -0260-094-00	2	$44.58
092 -0257-291-00	1	$65.50	092 -0260-035-00	2	$44.58	092 -0260-095-00	2	$44.58
092 -0257-292-00	1	$65.50	092 -0260-036-00	2	$44.58	092 -0260-096-00	2	$44.58
092 -0257-294-00	1	$65.50	092 -0260-037-00	2	$44.58	092 -0260-097-00	2	$44.58
092 -0257-295-00	1	$65.50	092 -0260-038-00	2	$44.58	092 -0260-098-00	2	$44.58
092 -0257-296-00	1	$65.50	092 -0260-039-00	2	$44.58	092 -0260-100-00	2	$44.58
092 -0257-297-00	1	$65.50	092 -0260-040-00	2	$44.58	092 -0260-101-00	2	$44.58
092 -0257-298-00	1	$65.50	092 -0260-042-00	2	$44.58	092 -0260-102-00	2	$44.58
092 -0257-299-00	1	$65.50	092 -0260-043-00	2	$44.58	092 -0260-103-00	2	$44.58
092 -0257-300-00	1	$65.50	092 -0260-044-00	2	$44.58	092 -0260-104-00	2	$44.58
092 -0257-301-00	1	$65.50	092 -0260-045-00	2	$44.58	092 -0260-105-00	2	$44.58
092 -0257-302-00	1	$65.50	092 -0260-046-00	2	$44.58	092 -0260-107-00	2	$44.58
092 -0257-303-00	1	$65.50	092 -0260-047-00	2	$44.58	092 -0260-108-00	2	$44.58
092 -0257-305-00	1	$65.50	092 -0260-048-00	2	$44.58	092 -0260-109-00	2	$44.58
092 -0257-306-00	1	$65.50	092 -0260-049-00	2	$44.58	092 -0260-110-00	2	$44.58
092 -0257-307-00	1	$65.50	092 -0260-051-00	2	$44.58	092 -0260-111-00	2	$44.58
092 -0257-308-00	1	$65.50	092 -0260-052-00	2	$44.58	092 -0260-112-00	2	$44.58
092 -0257-309-00	1	$65.50	092 -0260-053-00	2	$44.58	092 -0260-113-00	2	$44.58
092 -0257-310-00	1	$65.50	092 -0260-054-00	2	$44.58	092 -0260-114-00	2	$44.58
092 -0257-311-00	1	$65.50	092 -0260-055-00	2	$44.58	092 -0260-116-00	2	$44.58
092 -0257-312-00	1	$65.50	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
092 -0259-091-00	4	$91.14
092 -0259-092-00	4	$91.14
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
092 -0259-097-00	4	$91.14
092 -0259-098-00	4	$91.14
092 -0259-099-00	4	$91.14
092 -0259-100-00	4	$91.14
092 -0259-101-00	4	$91.14
092 -0259-102-00	4	$91.14
092 -0259-103-00	4	$91.14
092 -0259-104-00	4	$91.14
092 -0259-105-00	4	$91.14
092 -0259-106-00	4	$91.14
092 -0259-107-00	4	$91.14
092 -0259-108-00	4	$91.14
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092 -0259-110-00	4	$91.14
092 -0259-111-00	4	$91.14
092 -0259-112-00	4	$91.14
092 -0259-113-00	4	$91.14
092 -0259-114-00	4	$91.14
092 -0259-115-00	4	$91.14
092 -0259-116-00	4	$91.14
092 -0259-117-00	4	$91.14
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
092 -0259-129-00	4	$91.14
092 -0259-130-00	4	$91.14
092 -0259-131-00	4	$91.14
092 -0259-132-00	4	$91.14
092 -0259-133-00	4	$91.14
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
092 -0259-148-00	4	$91.14
092 -0259-149-00	4	$91.14
092 -0259-150-00	4	$91.14
092 -0259-151-00	4	$91.14
092 -0259-152-00	4	$91.14
092 -0259-153-00	4	$91.14
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
092 -0259-158-00	4	$91.14
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

CITY OF NEWARK
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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 -0856-050-00	5	$80.00
092 -0259-174-00	4	$91.14	092 -0259-226-00	4	$91.14	537 -0856-051-00	5	$80.00
092 -0259-175-00	4	$91.14	092 -0259-227-00	4	$91.14	537 -0856-052-00	5	$80.00
092 -0259-176-00	4	$91.14	092 -0259-228-00	4	$91.14	537 -0856-053-00	5	$80.00
092 -0259-177-00	4	$91.14	092 -0259-229-00	4	$91.14	537 -0856-054-00	5	$80.00
092 -0259-178-00	4	$91.14	092 -0259-230-00	4	$91.14	537 -0856-055-00	5	$80.00
092 -0259-179-00	4	$91.14	092 -0259-231-00	4	$91.14	537 -0856-056-00	5	$80.00
092 -0259-180-00	4	$91.14	092 -0259-232-00	4	$91.14	537 -0856-057-00	5	$80.00
092 -0259-181-00	4	$91.14	092 -0259-233-00	4	$91.14	537 -0856-058-00	5	$80.00
092 -0259-182-00	4	$91.14	092 -0259-234-00	4	$91.14	537 -0856-059-00	5	$80.00
092 -0259-183-00	4	$91.14	092 -0259-235-00	4	$91.14	537 -0856-060-00	5	$80.00
092 -0259-184-00	4	$91.14	092 -0259-236-00	4	$91.14	537 -0856-061-00	5	$80.00
092 -0259-185-00	4	$91.14	092 -0259-237-00	4	$91.14	537 -0856-062-00	5	$80.00
092 -0259-186-00	4	$91.14	092 -0259-238-00	4	$91.14	537 -0856-063-00	5	$80.00
092 -0259-187-00	4	$91.14	092 -0259-239-00	4	$91.14	537 -0856-064-00	5	$80.00
092 -0259-188-00	4	$91.14	092 -0259-240-00	4	$91.14	537 -0856-065-00	5	$80.00
092 -0259-189-00	4	$91.14	537 -0856-014-00	5	$80.00	537 -0856-109-00	5	$60.00
092 -0259-190-00	4	$91.14	537 -0856-015-00	5	$80.00	537 -0856-110-00	5	$60.00
092 -0259-191-00	4	$91.14	537 -0856-016-00	5	$80.00	537 -0856-111-00	5	$60.00
092 -0259-192-00	4	$91.14	537 -0856-017-00	5	$80.00	537 -0856-112-00	5	$60.00
092 -0259-193-00	4	$91.14	537 -0856-018-00	5	$80.00	537 -0856-113-00	5	$60.00
092 -0259-194-00	4	$91.14	537 -0856-019-00	5	$80.00	537 -0856-114-00	5	$60.00
092 -0259-195-00	4	$91.14	537 -0856-020-00	5	$80.00	537 -0856-115-00	5	$60.00
092 -0259-196-00	4	$91.14	537 -0856-021-00	5	$80.00	537 -0856-117-00	5	$60.00
092 -0259-197-00	4	$91.14	537 -0856-022-00	5	$80.00	537 -0856-118-00	5	$60.00
092 -0259-198-00	4	$91.14	537 -0856-023-00	5	$80.00	537 -0856-119-00	5	$60.00
092 -0259-199-00	4	$91.14	537 -0856-024-00	5	$80.00	537 -0856-120-00	5	$60.00
092 -0259-200-00	4	$91.14	537 -0856-025-00	5	$80.00	537 -0856-121-00	5	$60.00
092 -0259-201-00	4	$91.14	537 -0856-026-00	5	$80.00	537 -0856-122-00	5	$60.00
092 -0259-202-00	4	$91.14	537 -0856-027-00	5	$80.00	537 -0856-123-00	5	$60.00
092 -0259-203-00	4	$91.14	537 -0856-028-00	5	$80.00	537 -0856-125-00	5	$60.00
092 -0259-204-00	4	$91.14	537 -0856-029-00	5	$80.00	537 -0856-126-00	5	$60.00
092 -0259-205-00	4	$91.14	537 -0856-030-00	5	$80.00	537 -0856-127-00	5	$60.00
092 -0259-206-00	4	$91.14	537 -0856-031-00	5	$80.00	537 -0856-128-00	5	$60.00
092 -0259-207-00	4	$91.14	537 -0856-032-00	5	$80.00	537 -0856-129-00	5	$60.00
092 -0259-208-00	4	$91.14	537 -0856-033-00	5	$80.00	537 -0856-130-00	5	$60.00
092 -0259-209-00	4	$91.14	537 -0856-034-00	5	$80.00	537 -0856-131-00	5	$60.00
092 -0259-210-00	4	$91.14	537 -0856-035-00	5	$80.00	537 -0856-132-00	5	$60.00
092 -0259-211-00	4	$91.14	537 -0856-036-00	5	$80.00	537 -0856-133-00	5	$60.00
092 -0259-212-00	4	$91.14	537 -0856-037-00	5	$80.00	537 -0856-135-00	5	$60.00
092 -0259-213-00	4	$91.14	537 -0856-038-00	5	$80.00	537 -0856-136-00	5	$60.00
092 -0259-214-00	4	$91.14	537 -0856-039-00	5	$80.00	537 -0856-137-00	5	$60.00
092 -0259-215-00	4	$91.14	537 -0856-040-00	5	$80.00	537 -0856-138-00	5	$60.00
092 -0259-216-00	4	$91.14	537 -0856-041-00	5	$80.00	537 -0856-139-00	5	$60.00
092 -0259-217-00	4	$91.14	537 -0856-042-00	5	$80.00	537 -0856-140-00	5	$60.00
092 -0259-218-00	4	$91.14	537 -0856-043-00	5	$80.00	537 -0856-141-00	5	$60.00
092 -0259-219-00	4	$91.14	537 -0856-044-00	5	$80.00	537 -0856-142-00	5	$60.00
092 -0259-220-00	4	$91.14	537 -0856-045-00	5	$80.00	537 -0856-143-00	5	$60.00
092 -0259-221-00	4	$91.14	537 -0856-046-00	5	$80.00	537 -0856-145-00	5	$60.00
092 -0259-222-00	4	$91.14	537 -0856-047-00	5	$80.00	537 -0856-146-00	5	$60.00
092 -0259-223-00	4	$91.14	537 -0856-048-00	5	$80.00	537 -0856-147-00	5	$60.00
092 -0259-224-00	4	$91.14	537 -0856-049-00	5	$80.00	537 -0856-148-00	5	$60.00

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Assessor's Parcel Number	Zone	Assessment Amount
537 -0856-149-00	5	$60.00
537 -0856-150-00	5	$60.00
537 -0856-151-00	5	$60.00
537 -0856-152-00	5	$60.00
537 -0856-153-00	5	$60.00
537 -0856-155-00	5	$60.00
537 -0856-156-00	5	$60.00
537 -0856-157-00	5	$60.00
537 -0856-158-00	5	$60.00
537 -0856-159-00	5	$60.00
537 -0856-160-00	5	$60.00
537 -0856-162-00	5	$60.00
537 -0856-163-00	5	$60.00
537 -0856-164-00	5	$60.00
537 -0856-165-00	5	$60.00
537 -0856-166-00	5	$60.00
537 -0856-167-00	5	$60.00
537 -0856-169-00	5	$60.00
537 -0856-170-00	5	$60.00
537 -0856-171-00	5	$60.00
537 -0856-172-00	5	$60.00
537 -0856-173-00	5	$60.00
537 -0856-174-00	5	$60.00
537 -0856-175-00	5	$60.00
537 -0856-176-00	5	$60.00
537 -0856-177-00	5	$60.00
537 -0856-179-00	5	$60.00
537 -0856-180-00	5	$60.00
537 -0856-181-00	5	$60.00
537 -0856-182-00	5	$60.00
537 -0856-184-00	5	$60.00
537 -0856-185-00	5	$60.00
537 -0856-186-00	5	$60.00
537 -0856-187-00	5	$60.00
537 -0856-188-00	5	$60.00
537 -0856-189-00	5	$60.00
537 -0856-190-00	5	$60.00
537 -0856-191-00	5	$60.00
537 -0856-192-00	5	$60.00
537 -0858-029-00	5	$60.00
537 -0858-030-00	5	$60.00
537 -0858-031-00	5	$60.00
537 -0858-032-00	5	$60.00
537 -0858-033-00	5	$60.00
537 -0858-034-00	5	$60.00
537 -0858-035-00	5	$60.00
537 -0858-037-00	5	$60.00
537 -0858-038-00	5	$60.00
537 -0858-039-00	5	$60.00
537 -0858-040-00	5	$60.00
537 -0858-041-00	5	$60.00
537 -0858-042-00	5	$60.00
537 -0858-043-00	5	$60.00
537 -0858-045-00	5	$60.00
537 -0858-046-00	5	$60.00
537 -0858-047-00	5	$60.00
537 -0858-048-00	5	$60.00
537 -0858-050-00	5	$60.00
537 -0858-051-00	5	$60.00
537 -0858-052-00	5	$60.00
537 -0858-053-00	5	$60.00
537 -0858-054-00	5	$60.00
537 -0858-055-00	5	$60.00
537 -0858-056-00	5	$60.00
537 -0858-057-00	5	$60.00
537 -0858-058-00	5	$60.00
537 -0858-060-00	5	$60.00
537 -0858-061-00	5	$60.00
537 -0858-062-00	5	$60.00
537 -0858-063-00	5	$60.00
537 -0858-064-00	5	$60.00
537 -0858-065-00	5	$60.00
537 -0858-067-00	5	$60.00
537 -0858-068-00	5	$60.00
537 -0858-069-00	5	$60.00
537 -0858-070-00	5	$60.00
537 -0858-071-00	5	$60.00
537 -0858-072-00	5	$60.00
537 -0858-073-00	5	$60.00
537 -0858-075-00	5	$60.00
537 -0858-076-00	5	$60.00
537 -0858-077-00	5	$60.00
537 -0858-078-00	5	$60.00
537 -0858-079-00	5	$60.00
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 -0860-095-00	5	$60.00
537 -0860-096-00	5	$60.00
537 -0860-097-00	5	$60.00
537 -0860-098-00	5	$60.00
537 -0860-099-00	5	$60.00
537 -0860-100-00	5	$60.00
537 -0860-102-00	5	$60.00
537 -0860-103-00	5	$60.00
537 -0860-104-00	5	$60.00
537 -0860-105-00	5	$60.00
537 -0860-106-00	5	$60.00
537 -0860-107-00	5	$60.00
537 -0860-109-00	5	$60.00
537 -0860-110-00	5	$60.00
537 -0860-111-00	5	$60.00
537 -0860-112-00	5	$60.00
537 -0860-113-00	5	$60.00
537 -0860-114-00	5	$60.00
537 -0860-116-00	5	$60.00
537 -0860-117-00	5	$60.00
537 -0860-118-00	5	$60.00
537 -0860-119-00	5	$60.00
537 -0860-120-00	5	$60.00
537 -0860-121-00	5	$60.00
537 -0860-123-00	5	$60.00
537 -0860-124-00	5	$60.00
537 -0860-125-00	5	$60.00
537 -0860-126-00	5	$60.00
537 -0860-127-00	5	$60.00
537 -0860-128-00	5	$60.00
537 -0860-130-00	5	$60.00
537 -0860-131-00	5	$60.00
537 -0860-132-00	5	$60.00
537 -0860-133-00	5	$60.00
537 -0860-134-00	5	$60.00
537 -0860-135-00	5	$60.00
537 -0860-137-00	5	$60.00
537 -0860-138-00	5	$60.00
537 -0860-139-00	5	$60.00
537 -0860-140-00	5	$60.00
537 -0860-141-00	5	$60.00
537 -0860-142-00	5	$60.00
537 -0860-144-00	5	$60.00
537 -0860-145-00	5	$60.00
537 -0860-146-00	5	$60.00
537 -0860-147-00	5	$60.00
537 -0860-148-00	5	$60.00
537 -0860-149-00	5	$60.00
537 -0856-087-00	5	$80.00
537 -0856-088-00	5	$80.00
537 -0856-089-00	5	$80.00
537 -0856-090-00	5	$80.00
537 -0856-091-00	5	$80.00
537 -0856-092-00	5	$80.00
537 -0856-093-00	5	$80.00
537 -0856-094-00	5	$80.00
537 -0856-095-00	5	$80.00
537 -0856-096-00	5	$80.00
537 -0856-097-00	5	$80.00
537 -0856-098-00	5	$80.00
537 -0856-099-00	5	$80.00
537 -0856-100-00	5	$80.00

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 19
ASSESSMENT ROLL
FISCAL YEAR 2025-26

Assessor's Parcel Number	Zone	Assessment Amount	Assessor's Parcel Number	Zone	Assessment Amount	Assessor's Parcel Number	Zone	Assessment Amount
537 -0856-101-00	5	$80.00	537 -0857-065-00	5	$80.00	537 -0857-117-00	5	$80.00
537 -0856-102-00	5	$60.00	537 -0857-066-00	5	$80.00	537 -0857-118-00	5	$80.00
537 -0856-103-00	5	$60.00	537 -0857-067-00	5	$80.00	537 -0857-119-00	5	$80.00
537 -0856-104-00	5	$60.00	537 -0857-068-00	5	$80.00	537 -0857-120-00	5	$80.00
537 -0856-105-00	5	$60.00	537 -0857-069-00	5	$80.00	537 -0857-121-00	5	$80.00
537 -0856-106-00	5	$60.00	537 -0857-070-00	5	$80.00	537 -0857-122-00	5	$80.00
537 -0856-107-00	5	$60.00	537 -0857-071-00	5	$80.00	537 -0857-123-00	5	$80.00
537 -0857-020-00	5	$80.00	537 -0857-072-00	5	$80.00	537 -0857-124-00	5	$80.00
537 -0857-021-00	5	$80.00	537 -0857-073-00	5	$80.00	537 -0857-125-00	5	$80.00
537 -0857-022-00	5	$80.00	537 -0857-074-00	5	$80.00	537 -0857-126-00	5	$80.00
537 -0857-023-00	5	$80.00	537 -0857-075-00	5	$80.00	537 -0857-127-00	5	$80.00
537 -0857-024-00	5	$80.00	537 -0857-076-00	5	$80.00	537 -0857-128-00	5	$80.00
537 -0857-025-00	5	$80.00	537 -0857-077-00	5	$80.00	537 -0857-129-00	5	$80.00
537 -0857-026-00	5	$80.00	537 -0857-078-00	5	$80.00	537 -0857-130-00	5	$80.00
537 -0857-027-00	5	$80.00	537 -0857-079-00	5	$80.00	537 -0857-131-00	5	$80.00
537 -0857-028-00	5	$80.00	537 -0857-080-00	5	$80.00	537 -0857-132-00	5	$80.00
537 -0857-029-00	5	$80.00	537 -0857-081-00	5	$80.00	537 -0857-133-00	5	$80.00
537 -0857-030-00	5	$80.00	537 -0857-082-00	5	$80.00	537 -0857-134-00	5	$80.00
537 -0857-031-00	5	$80.00	537 -0857-083-00	5	$80.00	537 -0857-135-00	5	$80.00
537 -0857-032-00	5	$80.00	537 -0857-084-00	5	$80.00	537 -0857-136-00	5	$80.00
537 -0857-033-00	5	$80.00	537 -0857-085-00	5	$80.00	537 -0857-137-00	5	$80.00
537 -0857-034-00	5	$80.00	537 -0857-086-00	5	$80.00	537 -0857-138-00	5	$80.00
537 -0857-035-00	5	$80.00	537 -0857-087-00	5	$80.00	537 -0857-139-00	5	$80.00
537 -0857-036-00	5	$80.00	537 -0857-088-00	5	$80.00	537 -0857-140-00	5	$80.00
537 -0857-037-00	5	$80.00	537 -0857-089-00	5	$80.00	537 -0857-141-00	5	$80.00
537 -0857-038-00	5	$80.00	537 -0857-090-00	5	$80.00	537 -0857-142-00	5	$80.00
537 -0857-039-00	5	$80.00	537 -0857-091-00	5	$80.00	537 -0857-143-00	5	$80.00
537 -0857-040-00	5	$80.00	537 -0857-092-00	5	$80.00	537 -0857-144-00	5	$80.00
537 -0857-041-00	5	$80.00	537 -0857-093-00	5	$80.00	537 -0857-145-00	5	$80.00
537 -0857-042-00	5	$80.00	537 -0857-094-00	5	$80.00	537 -0857-146-00	5	$80.00
537 -0857-043-00	5	$80.00	537 -0857-095-00	5	$80.00	537 -0857-147-00	5	$80.00
537 -0857-044-00	5	$80.00	537 -0857-096-00	5	$80.00	537 -0857-148-00	5	$80.00
537 -0857-045-00	5	$80.00	537 -0857-097-00	5	$80.00	537 -0857-149-00	5	$80.00
537 -0857-046-00	5	$80.00	537 -0857-098-00	5	$80.00	537 -0857-150-00	5	$80.00
537 -0857-047-00	5	$80.00	537 -0857-099-00	5	$80.00	537 -0857-151-00	5	$80.00
537 -0857-048-00	5	$80.00	537 -0857-100-00	5	$80.00	537 -0857-152-00	5	$80.00
537 -0857-049-00	5	$80.00	537 -0857-101-00	5	$80.00	537 -0857-153-00	5	$80.00
537 -0857-050-00	5	$80.00	537 -0857-102-00	5	$80.00	537 -0857-154-00	5	$80.00
537 -0857-051-00	5	$80.00	537 -0857-103-00	5	$80.00	537 -0857-155-00	5	$80.00
537 -0857-052-00	5	$80.00	537 -0857-104-00	5	$80.00	537 -0857-156-00	5	$80.00
537 -0857-053-00	5	$80.00	537 -0857-105-00	5	$80.00	537 -0857-157-00	5	$80.00
537 -0857-054-00	5	$80.00	537 -0857-106-00	5	$80.00	537 -0857-158-00	5	$80.00
537 -0857-055-00	5	$80.00	537 -0857-107-00	5	$80.00	537 -0857-159-00	5	$80.00
537 -0857-056-00	5	$80.00	537 -0857-108-00	5	$80.00	537 -0857-160-00	5	$80.00
537 -0857-057-00	5	$80.00	537 -0857-109-00	5	$80.00	537 -0857-161-00	5	$80.00
537 -0857-058-00	5	$80.00	537 -0857-110-00	5	$80.00	537 -0857-162-00	5	$80.00
537 -0857-059-00	5	$80.00	537 -0857-111-00	5	$80.00	537 -0857-163-00	5	$80.00
537 -0857-060-00	5	$80.00	537 -0857-112-00	5	$80.00	537 -0857-164-00	5	$80.00
537 -0857-061-00	5	$80.00	537 -0857-113-00	5	$80.00	537 -0857-165-00	5	$80.00
537 -0857-062-00	5	$80.00	537 -0857-114-00	5	$80.00	537 -0857-166-00	5	$80.00
537 -0857-063-00	5	$80.00	537 -0857-115-00	5	$80.00	537 -0857-167-00	5	$80.00
537 -0857-064-00	5	$80.00	537 -0857-116-00	5	$80.00	537 -0857-168-00	5	$80.00

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 19
ASSESSMENT ROLL
FISCAL YEAR 2025-26

Assessor's Parcel Number	Zone	Assessment Amount	Assessor's Parcel Number	Zone	Assessment Amount	Assessor's Parcel Number	Zone	Assessment Amount
537 -0857-169-00	5	$80.00	537 -0860-057-00	5	$80.00	537 -0856-195-00	5	$60.00
537 -0857-170-00	5	$80.00	537 -0860-058-00	5	$80.00	537 -0856-196-00	5	$60.00
537 -0857-171-00	5	$80.00	537 -0860-059-00	5	$80.00	537 -0856-197-00	5	$60.00
537 -0857-172-00	5	$80.00	537 -0860-060-00	5	$80.00	537 -0856-198-00	5	$60.00
537 -0857-173-00	5	$80.00	537 -0860-061-00	5	$80.00	537 -0856-199-00	5	$60.00
537 -0857-174-00	5	$80.00	537 -0860-062-00	5	$80.00	537 -0856-201-00	5	$60.00
537 -0857-175-00	5	$80.00	537 -0860-063-00	5	$80.00	537 -0856-202-00	5	$60.00
537 -0857-176-00	5	$80.00	537 -0860-064-00	5	$80.00	537 -0856-203-00	5	$60.00
537 -0857-177-00	5	$80.00	537 -0860-065-00	5	$80.00	537 -0856-204-00	5	$60.00
537 -0857-178-00	5	$80.00	537 -0860-066-00	5	$80.00	537 -0856-205-00	5	$60.00
537 -0857-179-00	5	$80.00	537 -0860-067-00	5	$80.00	537 -0856-206-00	5	$60.00
537 -0857-180-00	5	$80.00	537 -0860-068-00	5	$80.00	537 -0858-106-00	5	$60.00
537 -0857-181-00	5	$80.00	537 -0860-069-00	5	$80.00	537 -0858-107-00	5	$60.00
537 -0857-182-00	5	$80.00	537 -0860-070-00	5	$80.00	537 -0858-108-00	5	$60.00
537 -0857-183-00	5	$80.00	537 -0860-071-00	5	$80.00	537 -0858-109-00	5	$60.00
537 -0857-184-00	5	$80.00	537 -0860-072-00	5	$80.00	537 -0858-110-00	5	$60.00
537 -0857-185-00	5	$80.00	537 -0860-073-00	5	$80.00	537 -0858-111-00	5	$60.00
537 -0857-186-00	5	$80.00	537 -0860-074-00	5	$80.00	537 -0858-112-00	5	$60.00
537 -0857-187-00	5	$80.00	537 -0860-075-00	5	$80.00	537 -0858-099-00	5	$60.00
537 -0857-188-00	5	$80.00	537 -0860-076-00	5	$80.00	537 -0858-100-00	5	$60.00
537 -0857-189-00	5	$80.00	537 -0860-077-00	5	$80.00	537 -0858-101-00	5	$60.00
537 -0857-190-00	5	$80.00	537 -0860-078-00	5	$80.00	537 -0858-102-00	5	$60.00
537 -0857-191-00	5	$80.00	537 -0860-079-00	5	$80.00	537 -0858-103-00	5	$60.00
537 -0857-192-00	5	$80.00	537 -0860-080-00	5	$80.00	537 -0858-104-00	5	$60.00
537 -0857-193-00	5	$80.00	537 -0860-081-00	5	$80.00	537 -0858-092-00	5	$60.00
537 -0857-194-00	5	$80.00	537 -0860-082-00	5	$80.00	537 -0858-093-00	5	$60.00
537 -0857-195-00	5	$80.00	537 -0860-083-00	5	$80.00	537 -0858-094-00	5	$60.00
537 -0857-196-00	5	$80.00	537 -0860-084-00	5	$80.00	537 -0858-095-00	5	$60.00
537 -0857-197-00	5	$80.00	537 -0860-085-00	5	$80.00	537 -0858-096-00	5	$60.00
537 -0857-198-00	5	$80.00	537 -0860-086-00	5	$80.00	537 -0858-097-00	5	$60.00
537 -0857-199-00	5	$80.00	537 -0860-087-00	5	$80.00	537 -0860-151-00	5	$60.00
537 -0857-200-00	5	$80.00	537 -0860-088-00	5	$80.00	537 -0860-152-00	5	$60.00
537 -0860-037-00	5	$80.00	537 -0860-089-00	5	$80.00	537 -0860-153-00	5	$60.00
537 -0860-038-00	5	$80.00	537 -0860-090-00	5	$80.00	537 -0860-154-00	5	$60.00
537 -0860-039-00	5	$80.00	537 -0860-091-00	5	$80.00	537 -0860-155-00	5	$60.00
537 -0860-040-00	5	$80.00	537 -0860-092-00	5	$80.00	537 -0860-156-00	5	$60.00
537 -0860-041-00	5	$80.00	537 -0860-093-00	5	$80.00	537 -0860-165-00	5	$60.00
537 -0860-042-00	5	$80.00	537 -0860-094-00	5	$80.00	537 -0860-166-00	5	$60.00
537 -0860-043-00	5	$80.00	537 -0856-208-00	5	$60.00	537 -0860-167-00	5	$60.00
537 -0860-044-00	5	$80.00	537 -0856-209-00	5	$60.00	537 -0860-168-00	5	$60.00
537 -0860-045-00	5	$80.00	537 -0856-210-00	5	$60.00	537 -0860-169-00	5	$60.00
537 -0860-046-00	5	$80.00	537 -0856-211-00	5	$60.00	537 -0860-170-00	5	$60.00
537 -0860-047-00	5	$80.00	537 -0856-212-00	5	$60.00	537 -0860-158-00	5	$60.00
537 -0860-048-00	5	$80.00	537 -0856-213-00	5	$60.00	537 -0860-159-00	5	$60.00
537 -0860-049-00	5	$80.00	537 -0856-215-00	5	$60.00	537 -0860-160-00	5	$60.00
537 -0860-050-00	5	$80.00	537 -0856-216-00	5	$60.00	537 -0860-161-00	5	$60.00
537 -0860-051-00	5	$80.00	537 -0856-217-00	5	$60.00	537 -0860-162-00	5	$60.00
537 -0860-052-00	5	$80.00	537 -0856-218-00	5	$60.00	537 -0860-163-00	5	$60.00
537 -0860-053-00	5	$80.00	537 -0856-219-00	5	$60.00	537 -0860-172-00	5	$60.00
537 -0860-054-00	5	$80.00	537 -0856-220-00	5	$60.00	537 -0860-173-00	5	$60.00
537 -0860-055-00	5	$80.00	537 -0856-221-00	5	$60.00	537 -0860-174-00	5	$60.00
537 -0860-056-00	5	$80.00	537 -0856-194-00	5	$60.00	537 -0860-175-00	5	$60.00

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 19
ASSESSMENT ROLL
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Assessor's Parcel Number	Zone	Assessment Amount
537 -0860-176-00	5	$60.00
537 -0860-177-00	5	$60.00
537 -0856-001-00	5	$517.52
537 -0860-179-00	5	$60.00
537 -0860-180-00	5	$60.00
537 -0860-181-00	5	$60.00
537 -0860-182-00	5	$60.00
537 -0860-183-00	5	$60.00
537 -0860-184-00	5	$60.00
537 -0860-186-00	5	$60.00
537 -0860-187-00	5	$60.00
537 -0860-188-00	5	$60.00
537 -0860-189-00	5	$60.00
537 -0860-190-00	5	$60.00
537 -0860-191-00	5	$60.00
537 -0860-193-00	5	$60.00
537 -0860-194-00	5	$60.00
537 -0860-195-00	5	$60.00
537 -0860-196-00	5	$60.00
537 -0860-197-00	5	$60.00
537 -0860-198-00	5	$60.00
092 -0265-064-00	6	$80.60
092 -0265-065-00	6	$80.60
092 -0265-053-00	6	$80.60
092 -0265-054-00	6	$80.60
092 -0265-055-00	6	$80.60
092 -0265-056-00	6	$80.60
092 -0265-057-00	6	$80.60
092 -0265-058-00	6	$80.60
092 -0265-045-00	6	$80.60
092 -0265-046-00	6	$80.60
092 -0265-047-00	6	$80.60
092 -0265-048-00	6	$80.60
092 -0265-049-00	6	$80.60
092 -0265-050-00	6	$80.60
092 -0265-051-00	6	$80.60
092 -0265-018-00	6	$80.60
092 -0265-019-00	6	$80.60
092 -0265-015-00	6	$80.60
092 -0265-016-00	6	$80.60
092 -0265-017-00	6	$80.60
092 -0265-021-00	6	$80.60
092 -0265-022-00	6	$80.60
092 -0265-023-00	6	$80.60
092 -0265-024-00	6	$80.60
092 -0265-074-00	6	$80.60
092 -0265-075-00	6	$80.60
092 -0265-076-00	6	$80.60
092 -0265-077-00	6	$80.60
092 -0265-038-00	6	$80.60
092 -0265-039-00	6	$80.60
092 -0265-040-00	6	$80.60

Assessor's Parcel Number	Zone	Assessment Amount
092 -0265-041-00	6	$80.60
092 -0265-042-00	6	$80.60
092 -0265-043-00	6	$80.60
092 -0265-035-00	6	$80.60
092 -0265-036-00	6	$80.60
092 -0265-033-00	6	$80.60
092 -0265-034-00	6	$80.60
092 -0265-027-00	6	$80.60
092 -0265-028-00	6	$80.60
092 -0265-029-00	6	$80.60
092 -0265-030-00	6	$80.60
092 -0265-031-00	6	$80.60
092 -0265-069-00	6	$80.60
092 -0265-070-00	6	$80.60
092 -0265-071-00	6	$80.60
092 -0265-072-00	6	$80.60
092 -0265-067-00	6	$80.60
092 -0265-068-00	6	$80.60
092 -0265-060-00	6	$80.60
092 -0265-061-00	6	$80.60
092 -0265-062-00	6	$80.60
092 -0265-063-00	6	$80.60
092 -0265-025-00	6	$80.60
092 -0264-011-00	6	$107.46
092 -0264-012-00	6	$107.46
092 -0264-013-00	6	$107.46
092 -0264-014-00	6	$107.46
092 -0264-015-00	6	$107.46
092 -0264-016-00	6	$107.46
092 -0264-022-00	6	$107.46
092 -0264-023-00	6	$107.46
092 -0264-024-00	6	$107.46
092 -0264-025-00	6	$107.46
092 -0264-026-00	6	$107.46
092 -0264-027-00	6	$107.46
092 -0264-028-00	6	$107.46
092 -0264-029-00	6	$107.46
092 -0264-030-00	6	$107.46
092 -0264-031-00	6	$107.46
092 -0264-032-00	6	$107.46
092 -0264-033-00	6	$107.46
092 -0264-034-00	6	$107.46
092 -0264-035-00	6	$107.46
092 -0264-036-00	6	$107.46
092 -0264-037-00	6	$107.46
092 -0264-038-00	6	$107.46
092 -0264-039-00	6	$107.46
092 -0264-040-00	6	$107.46
092 -0264-041-00	6	$107.46
092 -0264-042-00	6	$107.46
092 -0264-043-00	6	$107.46
092 -0264-044-00	6	$107.46

Assessor's Parcel Number	Zone	Assessment Amount
092 -0264-045-00	6	$107.46
092 -0264-046-00	6	$107.46
092 -0264-047-00	6	$107.46
092 -0264-048-00	6	$107.46
092 -0264-049-00	6	$107.46
092 -0264-050-00	6	$107.46
092 -0264-051-00	6	$107.46
092 -0264-052-00	6	$107.46
092 -0264-053-00	6	$107.46
092 -0264-054-00	6	$107.46
092 -0264-055-00	6	$107.46
092 -0264-056-00	6	$107.46
092 -0264-057-00	6	$107.46
092 -0264-058-00	6	$107.46
092 -0264-059-00	6	$107.46
092 -0264-060-00	6	$107.46
092 -0264-061-00	6	$107.46
092 -0264-062-00	6	$107.46
092 -0264-063-00	6	$107.46
092 -0264-100-00	6	$80.60
092 -0264-101-00	6	$80.60
092 -0264-102-00	6	$80.60
092 -0264-103-00	6	$80.60
092 -0264-104-00	6	$80.60
092 -0264-105-00	6	$80.60
092 -0264-093-00	6	$80.60
092 -0264-094-00	6	$80.60
092 -0264-095-00	6	$80.60
092 -0264-096-00	6	$80.60
092 -0264-097-00	6	$80.60
092 -0264-098-00	6	$80.60
092 -0264-074-00	6	$80.60
092 -0264-075-00	6	$80.60
092 -0264-076-00	6	$80.60
092 -0264-077-00	6	$80.60
092 -0264-078-00	6	$80.60
092 -0264-080-00	6	$80.60
092 -0264-081-00	6	$80.60
092 -0264-082-00	6	$80.60
092 -0264-083-00	6	$80.60
092 -0264-084-00	6	$80.60
092 -0264-085-00	6	$80.60
092 -0264-086-00	6	$80.60
092 -0264-070-00	6	$80.60
092 -0264-071-00	6	$80.60
092 -0264-072-00	6	$80.60
092 -0264-107-00	6	$80.60
092 -0264-108-00	6	$80.60
092 -0264-109-00	6	$80.60
092 -0264-110-00	6	$80.60
092 -0264-017-00	6	$107.46
092 -0264-018-00	6	$107.46

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 19
ASSESSMENT ROLL
FISCAL YEAR 2025-26

Assessor's Parcel Number	Zone	Assessment Amount	Assessor's Parcel Number	Zone	Assessment Amount	Assessor's Parcel Number	Zone	Assessment Amount
092 -0264-019-00	6	$107.46	537 -0861-031-00	7	$148.24	537 -0862-068-00	7	$148.24
092 -0264-020-00	6	$107.46	537 -0861-032-00	7	$148.24	537 -0862-070-00	7	$148.24
092 -0264-021-00	6	$107.46	537 -0861-033-00	7	$148.24	537 -0862-071-00	7	$148.24
537 -0863-011-00	7	$148.24	537 -0861-034-00	7	$148.24	537 -0862-072-00	7	$148.24
537 -0863-012-00	7	$148.24	537 -0861-035-00	7	$148.24	537 -0862-073-00	7	$148.24
537 -0863-013-00	7	$148.24	537 -0861-036-00	7	$148.24	537 -0862-074-00	7	$148.24
537 -0863-014-00	7	$148.24	537 -0862-018-00	7	$148.24	537 -0862-075-00	7	$148.24
537 -0863-015-00	7	$148.24	537 -0862-019-00	7	$148.24	537 -0862-076-00	7	$148.24
537 -0863-016-00	7	$148.24	537 -0862-020-00	7	$148.24	537 -0862-078-00	7	$148.24
537 -0863-017-00	7	$148.24	537 -0862-021-00	7	$148.24	537 -0862-079-00	7	$148.24
537 -0863-018-00	7	$148.24	537 -0862-022-00	7	$148.24	537 -0862-080-00	7	$148.24
537 -0863-019-00	7	$148.24	537 -0862-023-00	7	$148.24	537 -0862-081-00	7	$148.24
537 -0863-020-00	7	$148.24	537 -0862-024-00	7	$148.24	537 -0862-082-00	7	$148.24
537 -0863-021-00	7	$148.24	537 -0862-025-00	7	$148.24	537 -0862-083-00	7	$148.24
537 -0863-022-00	7	$148.24	537 -0862-026-00	7	$148.24	537 -0862-084-00	7	$148.24
537 -0863-023-00	7	$148.24	537 -0862-027-00	7	$148.24	537 -0862-086-00	7	$148.24
537 -0863-024-00	7	$148.24	537 -0862-028-00	7	$148.24	537 -0862-087-00	7	$148.24
537 -0863-025-00	7	$148.24	537 -0862-029-00	7	$148.24	537 -0862-088-00	7	$148.24
537 -0863-026-00	7	$148.24	537 -0862-030-00	7	$148.24	537 -0862-089-00	7	$148.24
537 -0863-027-00	7	$148.24	537 -0862-031-00	7	$148.24	537 -0862-090-00	7	$148.24
537 -0863-028-00	7	$148.24	537 -0862-032-00	7	$148.24	537 -0862-091-00	7	$148.24
537 -0863-029-00	7	$148.24	537 -0862-033-00	7	$148.24	537 -0862-092-00	7	$148.24
537 -0863-030-00	7	$148.24	537 -0862-034-00	7	$148.24	537 -0862-094-00	7	$148.24
537 -0863-031-00	7	$148.24	537 -0862-035-00	7	$148.24	537 -0862-095-00	7	$148.24
537 -0863-032-00	7	$148.24	537 -0862-036-00	7	$148.24	537 -0862-096-00	7	$148.24
537 -0863-033-00	7	$148.24	537 -0862-038-00	7	$148.24	537 -0862-097-00	7	$148.24
537 -0863-034-00	7	$148.24	537 -0862-039-00	7	$148.24	537 -0862-098-00	7	$148.24
537 -0863-035-00	7	$148.24	537 -0862-040-00	7	$148.24	537 -0862-099-00	7	$148.24
537 -0863-036-00	7	$148.24	537 -0862-041-00	7	$148.24	537 -0862-101-00	7	$148.24
537 -0863-037-00	7	$148.24	537 -0862-046-00	7	$148.24	537 -0862-102-00	7	$148.24
537 -0863-038-00	7	$148.24	537 -0862-047-00	7	$148.24	537 -0862-103-00	7	$148.24
537 -0863-039-00	7	$148.24	537 -0862-048-00	7	$148.24	537 -0862-045-00	7	$148.24
537 -0863-040-00	7	$148.24	537 -0862-049-00	7	$148.24	537 -0862-037-00	7	$148.24
537 -0863-041-00	7	$148.24	537 -0862-042-00	7	$148.24	537 -0862-053-00	7	$148.24
537 -0863-042-00	7	$148.24	537 -0862-043-00	7	$148.24	537 -0862-061-00	7	$148.24
537 -0863-043-00	7	$148.24	537 -0862-044-00	7	$148.24	537 -0862-069-00	7	$148.24
537 -0863-044-00	7	$148.24	537 -0862-050-00	7	$148.24	537 -0862-077-00	7	$148.24
537 -0863-045-00	7	$148.24	537 -0862-051-00	7	$148.24	537 -0862-085-00	7	$148.24
537 -0863-046-00	7	$148.24	537 -0862-052-00	7	$148.24	537 -0862-093-00	7	$148.24
537 -0863-047-00	7	$148.24	537 -0862-054-00	7	$148.24	537 -0862-100-00	7	$148.24
537 -0863-048-00	7	$148.24	537 -0862-055-00	7	$148.24	537 -0862-104-00	7	$148.24
537 -0863-049-00	7	$148.24	537 -0862-056-00	7	$148.24	537 -0861-007-00	7	$148.24
537 -0863-050-00	7	$148.24	537 -0862-057-00	7	$148.24	537 -0861-008-00	7	$148.24
537 -0863-051-00	7	$148.24	537 -0862-058-00	7	$148.24	537 -0861-009-00	7	$148.24
537 -0863-052-00	7	$148.24	537 -0862-059-00	7	$148.24	537 -0861-010-00	7	$148.24
537 -0863-053-00	7	$148.24	537 -0862-060-00	7	$148.24	537 -0861-011-00	7	$148.24
537 -0863-054-00	7	$148.24	537 -0862-062-00	7	$148.24	537 -0861-012-00	7	$148.24
537 -0863-055-00	7	$148.24	537 -0862-063-00	7	$148.24	537 -0861-013-00	7	$148.24
537 -0861-027-00	7	$148.24	537 -0862-064-00	7	$148.24	537 -0861-014-00	7	$148.24
537 -0861-028-00	7	$148.24	537 -0862-065-00	7	$148.24	537 -0861-015-00	7	$148.24
537 -0861-029-00	7	$148.24	537 -0862-066-00	7	$148.24	537 -0861-016-00	7	$148.24
537 -0861-030-00	7	$148.24	537 -0862-067-00	7	$148.24	537 -0861-017-00	7	$148.24

CITY OF NEWARK
LANDSCAPING & LIGHTING DISTRICT No. 19
ASSESSMENT ROLL
FISCAL YEAR 2025-26

Assessor's Parcel Number	Zone	Assessment Amount
537 -0861-018-00	7	$148.24
537 -0861-019-00	7	$148.24
537 -0861-020-00	7	$148.24
537 -0861-021-00	7	$148.24
537 -0861-022-00	7	$148.24
537 -0861-023-00	7	$148.24
537 -0861-024-00	7	$148.24
537 -0861-025-00	7	$148.24
537 -0861-026-00	7	$148.24
537 -0861-037-00	7	$148.24
537 -0861-038-00	7	$148.24
537 -0861-039-00	7	$148.24
537 -0861-040-00	7	$148.24
537 -0861-041-00	7	$148.24
537 -0861-042-00	7	$148.24
537 -0861-043-00	7	$148.24
537 -0861-044-00	7	$148.24
537 -0861-045-00	7	$148.24
537 -0861-046-00	7	$148.24
537 -0861-047-00	7	$148.24
537 -0861-048-00	7	$148.24
537 -0861-049-00	7	$148.24
537 -0861-050-00	7	$148.24
537 -0861-051-00	7	$148.24
537 -0861-052-00	7	$148.24
537 -0861-053-00	7	$148.24
537 -0861-054-00	7	$148.24
537 -0861-055-00	7	$148.24
537 -0861-056-00	7	$148.24
537 -0861-057-00	7	$148.24
537 -0861-058-00	7	$148.24
537 -0861-059-00	7	$148.24
537 -0861-060-00	7	$148.24
537 -0861-061-00	7	$148.24
537 -0861-062-00	7	$148.24
537 -0861-063-00	7	$148.24
537 -0861-064-00	7	$148.24
537 -0861-065-00	7	$148.24
537 -0861-066-00	7	$148.24
Total Parcels:		1,755
Total Assessment:		$150,177.32

CITY OF NEWARK
LANDSCAPE & LIGHTNING DISTRICT No. 19
ASSESSMENT ROLL
Fiscal Year 2025-26

SUMMARY

Zone	Parcel	Assessment
Zone No. 1	542	$ 41,550.68
Zone No. 2	88	$ 3,923.04
Zone No. 3	1	$ 2,720.24
Zone No. 4	217	$ 19,777.38
Zone No. 5	559	$ 41,197.52
Zone No. 6	138	$ 12,546.38
Zone No. 7	192	$ 28,462.08
Total	1,755	$ 150,177.32

STAFF REPORT

Item E. 3.

DATE	06/26/2025
TO	Honorable Mayor and City Council Members
FROM	Brittney Frye, Human Resources Director
SUBJECT	Public Hearing Pursuant to Government Code Section 3502.3 Requirements for Reporting on City of Newark Vacancy Rates and Recruitment and Retention Efforts

SUMMARY AND RECOMMENDATION

Staff recommends that the City Council receive the presentation during the public hearing at which the staff will report on workforce vacancies, recruitment, and retention efforts. The City's recognized employee associations will be provided an opportunity to make a presentation on such subjects. There is no action required.

BACKGROUND

Assembly Bill (AB) 2561, passed in 2024 and codified in Government Code Section 3502.3, requires public agencies to hold at least one (1) public hearing per fiscal year to discuss vacancies, recruitment, and retention efforts. The staff presentation during the public hearing will discuss the City's legal obligations under AB 2561, which took effect January 1, 2025. This presentation and the opportunity provided to employee associations to make their own presentations will ensure compliance with the new law.

DISCUSSION/ANALYSIS

AB 2561 was signed into law on September 22, 2024, and became effective January 1, 2025. AB 2561 was introduced to address the issue of job vacancies in local government, which adversely affects the delivery of public services and employee workload. Among other requirements, the bill mandates that public agencies present the status of vacancies, recruitment, and retention efforts during a public hearing before the agency’s governing body at least once per fiscal year prior to the adoption of the next fiscal year’s budget and identify any necessary changes to policies, procedures, and recruitment activities that may lead to obstacles in the hiring process. Government Code Section 3502.3 entitles recognized employee groups, regardless of the group's vacancy rate, to make a presentation before the governing board of a public agency during the same public hearing in which the public agency makes its annual presentation on vacancies.

This report outlines the City’s workforce composition, vacancy rate, and strategies to attract and retain employees. All data collected is from the 2024-25 fiscal year up to

and including May 31, 2025. Staff will present the following required information at the public hearing: status of vacancies, information on the City's recruitment and retention efforts, and any obstacles in the City's recruitment activities that may create challenges in the hiring process.

If the number of job vacancies within a single employee group meets or exceeds 20% of the total number of authorized full-time positions, the staff presentation will also, upon request of the recognized employee group, include the following information: total number of job vacancies within the employee group, the total number of applicants for vacant positions within the employee group, the average number of days to complete the hiring process from when a position is posted, and opportunities to improve compensation and other working conditions if applicable. Staff has decided to automatically include this information as part of this report.

The City consists of 185 authorized regular full- and part-time positions.

FISCAL IMPACT

There is no direct fiscal impact associated with this item.

REVIEW AND APPROVAL

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

Attachments

AB2561 Presentation

AB2561 Presentation:

Status of City of Newark Vacancies and Recruitment & Retention Efforts

Brittney Frye, Human Resources Director

Brief Overview of AB 2561

Assembly Bill 2561 (AB 2561) went into effect January 1, 2025.

Requires public agencies to present the status of their vacancies in a public hearing before their governing body at least once per fiscal year.

- Presentation must be made prior to the adoption of a final budget for the fiscal year.
- Address the recruitment and retention efforts currently employed by the City.
- Identify any changes to policies, procedures, or recruitment activities that negatively impact the City's efforts to reduce its vacancies.

Brief Overview of AB 2561

Key Requirements AB 2561	
Public Agencies Must Report On: • Staffing vacancies • Recruitment efforts • Retention strategies • Hiring challenges • If a bargaining unit has a vacancy rate over 20%, the agency must provide additional recruitment data at the public hearing	**Bargaining Groups Are:** • Informed of public hearing date and time • Provided the opportunity to present their input

Citywide Employee Data FY 2024-2025

Data Collected July 1, 2024 – May 31, 2025	
New Hires	33
Promotions	9
Separations	19
Budgeted FTE	185
Vacancies as of May 31, 2025	23
Vacancy Rate	12.43%

Bargaining Group Vacancy Data

Vacancy Data as of May 31, 2025			
Employee Group	**Authorized Positions**	**# of Vacancies**	**Vacancy Rate**
Confidential Employees	6	0	0.00%
Newark Association of Miscellaneous Employees (NAME)	47	1	2.13%
Management, Supervisory, and Professional Employees	53	7	13.21%
Newark Police Association (NPA)	72	10	13.89%
Newark Police Management Association (NPMA)	7	2	28.57%

Newark Police Management Association

Vacancy Rate 28.57%

Of the seven (7) budgeted positions, two (2) are vacant:

- 1 Police Captain
- 1 Police Support Services Manager

Recruitment Activities Related to these Vacancies:

- Currently no recruitment in progress. Internal experience opportunities & structural review of classification.
- Average number of days to fill these vacancies internally is 6 weeks. An average external recruitment would take 13 weeks to complete.

Compensation & Other Work Conditions

- These are unique vacancies. The vacant Police Captain is currently being filled by an internal employee on an acting assignment, and an operational review of the duties and compensation for the Police Support Services Manager is currently underway.

City of Newark Recruitment

Recruitment Data for July 1, 2024 – May 31, 2025

- Total Vacancies Filled: 42
- New Recruitments Opened: 34
- Applications Received: 1183
- Existing Eligible Lists: 29

Recruitment Strategies

- Hiring Incentives
- Increased/Streamlined Recruitment Efficiencies
- Elevated Candidate Experience
- Elevated Employee Experience
- Classification and Compensation Reviews

Thank you!

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

STAFF REPORT

Item F. 1.

DATE	06/26/2025
TO	Honorable Mayor and City Council Members
FROM	James Scanlin, Environmental Services Manager
SUBJECT	Presentation on the City's draft Climate Action Plan update titled "Climate Action Newark" (CAN)

SUMMARY AND RECOMMENDATION

The City seeks to align with the State's updated GHG reduction targets and is in the process of preparing an update to the City's 2010 Climate Action Plan. This update, titled, Climate Action Newark (CAN) will provide the City with a roadmap to reduce GHG emissions from activities in Newark over the coming decades.

Staff recommends that the City Council receive an update on the status of developing Climate Action Newark as an update to the 2010 Climate Action Plan.

BACKGROUND

The City has a long history of being proactive in addressing the threat of climate change. In 2007, Mayor David W. Smith signed the U.S. Mayor's Climate Protection Agreement, thereby committing the City to taking action for climate protection. The City adopted a Climate Action Plan in January 2010. The Climate Action Plan set a target to reduce Greenhouse Gas (GHG) emissions from activities within the city to 1990 levels by 2020. That target was in line with the State of California's target at that time. The City has taken numerous actions prior to and since the adoption of its Climate Action Plan to reduce GHG emissions and achieve its reduction target.

Since the City's 2010 Climate Action Plan was adopted, the regulatory landscape of climate action has shifted toward dramatic decarbonization efforts. Due to the increasing awareness of the threat that climate change poses, the State has adopted much more aggressive GHG reduction targets. The State adopted a 2030 GHG reduction target of 40% below 1990 levels through Senate Bill (SB) 32. Assembly Bill (AB) 1279 requires the state to achieve net zero GHG emissions as soon as possible but no later than 2045 and to reduce anthropogenic GHG emissions by 85% below 1990 levels by 2045. The California Air Resources Board's (CARB's) 2022 Scoping Plan for Achieving Carbon Neutrality lays out a pathway to achieving the AB 1279 targets. In addition, as the state implements GHG regulations impacting new development (e.g., strengthening building energy efficiency standards), the opportunities for additional reductions from new development at the local level diminish. These circumstances underscore the need to focus on actions within the City's authority and influence to reduce emissions from the existing building stock and built environment (e.g., community and roadway design, energy systems, vehicle fueling and charging) to align with state targets.

Climate Action Newark (CAN) is a comprehensive strategy to mitigate the impacts of climate change and reduce GHG emissions. The guiding principles of the CAN that will drive strategy development include the following:

- Ambitious. The proposed strategies will be ambitious and serve to "move the needle" in reducing GHGs and support community resilience.
- Realistic. While the proposed strategies will be ambitious, their implementation will be realistic and

attainable, given local capacity.

- Collaborative. Implementing the proposed strategies will require collaboration and involvement from multiple city departments, the broader community, and other stakeholders.
- Comprehensive. The proposed strategies will span a range of sectors within the city and support broader regional initiatives.
- Fair. The proposed strategies will enact solutions that equitably address the sources and risks of climate change and will share the costs and benefits of action across the city.
- Beneficial. The proposed strategies aim to improve the city's livability and the well-being of all community members.
- Specific. The proposed strategies will be as specific as possible, either through the language of the strategies themselves and/or through a suite of later-determined implementation details. Implementation details may include lead and supporting actors, implementing mechanisms, and potential funding sources, among others. Additionally, proposed strategies will be locally relevant, deliver local benefits, and support local priorities.
- Evidence-Based. The proposed strategies will reflect evidence-based knowledge and local understanding and be informed by empirical inputs (e.g., GHG inventory and forecasts).
- Transparent. Following an open decision-making process, the implementation of proposed strategies will be tracked, reported on, and evaluated over time to determine any necessary updates or revisions to strategies.

Additionally, implementation of the actions that will be included in the CAN will result in co-benefits. Co-benefits refer to the additional positive outcomes alongside the primary goal(s) of each strategy upon implementation, and they may manifest across various sectors, including environmental, social, economic, and public health domains. Specific co-benefits that will be evaluated for the strategies included in the CAN include:

- Improved Public Health: This may include, but is not limited to, reduced air pollution (e.g., through reducing vehicle miles traveled and transitioning to cleaner energy sources) and improved mental health (e.g., through access to clean and green spaces).
- Community Cost Savings: This may include, but is not limited to, savings related to energy efficiency (e.g., lower energy bills), infrastructure resilience (e.g., avoidance of costly repairs for damages that would have happened otherwise), and healthcare.
- Environmental Quality: This may include, but is not limited to, biodiversity conservation (e.g., protecting and restoring ecosystems that support essential ecosystem services, such as pollination, water filtration, and carbon sequestration), water conservation, and waste reduction.
- Economic Development: This may include, but is not limited to, job creation (e.g., investments in renewable energy, sustainable agriculture, and green infrastructure resulting in economic growth and diversification), innovation and entrepreneurship, and tourism and recreation (e.g., through preserving landscapes and biodiversity hotspots, which can indirectly stimulate local economies and generate revenue).
- Equity: This may include, but is not limited to, social inclusion (e.g., addressing disparities, promoting greater access to resources), environmental justice (e.g., mitigating cumulative impacts from environmental stressors, fair distribution of environmental benefits), and economic empowerment.
- Adaptation/Resilience: This may include, but is not limited to, improved infrastructure resilience, improved disaster preparedness, and enhanced community cohesion.
- Resource Conservation: This may include, but is not limited to, sustainable resource management (e.g., preservation of natural resources, efficient use of resources, protecting ecosystem services).

Overall, Climate Action Newark will be essential for mitigating climate change, safeguarding the environment, fostering economic growth, and improving the quality of life for current and future generations.

DISCUSSION/ANALYSIS

Staff have prepared a summary of community engagement for the project, as well as strategies and actions to meet the GHG emissions reduction targets for 2035 and 2045. Since state and federal legislation will not result in enough emissions reductions to meet Newark's targets, the City's strategies and actions will fill this gap, called the "gap analysis."

Community Engagement

Staff engaged the public and its CAN collaborators to inform the development of strategies and actions. To ensure opportunity for public feedback, staff conducted two community workshops and launched a project website. Workshop #1 was held on September 25, 2024 at the Newark Library. The workshop provided information about CAN and the City's Sea Level Rise Adaptation Strategy. Participants discussed infrastructure, societal, and environmental vulnerabilities in Newark, as well as community strengths.

Workshop #2 was held on April 17, 2025 in a hybrid format (i.e., both in person and online) to solicit feedback from the public and update community members on the status of CAN. Participants engaged with questions regarding different focus areas and provided feedback using dot stickers on draft strategies and sticky notes with their thoughts on barriers and solutions to reducing emissions/activity levels.

A project website was developed and launched in February 2025 and includes opportunities for engagement and education through an interactive map activity, discussion boards, and a survey. Staff promoted the website on the City's website, social media platforms, and through the City's newsletter.

GHG Emissions Forecasts

After completing the GHG emissions inventory, staff prepared the emissions forecast analysis. The purpose of GHG emissions forecast analysis is to estimate how GHG emissions may evolve in the future given changes in population and housing, economic growth, and how state and federal legislation may help to reduce local emissions. Two forecast scenarios were prepared that provide an assessment of how emissions generated by activities will change over time: business-as-usual (BAU) forecast and legislative-adjusted BAU forecast. The BAU forecast represents future emissions without further state, federal, regional, or local action while accounting for the city's population, employment, and land use change(s). This scenario is considered highly conservative and unrealistic as it does not take into account known effects of current regulations on future emissions.

The legislative-adjusted BAU emissions forecast uses the same demographic and VMT data that were used for the BAU forecast, while also accounting for state and federal policies and regulations that would affect local emissions. For example, growth in residential building electricity consumption was scaled using housing units as the growth scaling factor, and a legislative reduction was applied to incorporate the California Code of Regulations, Title 24, Part 6 building energy efficiency standards for new development.

The GHG reductions considered in the legislative-adjusted BAU forecast fall generally into four categories: building energy efficiency standards, fuel efficiency standards, electric vehicle sales requirements, and renewable and zero-carbon electricity requirements. The primary drivers of the emissions reductions are the requirements of SB 100 and SB 1020 (carbon-free electricity), as well as increased electric vehicle penetration from the Advanced Clean Cars II regulation. These forecasts provide the City with a more robust understanding of future emissions to assist with the prioritization of emissions reduction measures developed to meet GHG targets.

The following table shows the results of the legislative-adjusted BAU forecast for Newark over several horizon years, comparing the results with the 2022 inventory.

Table 1: Legislation-Adjusted GHG Emissions Forecast

Sector	GHG Emissions ($MTCO_2e$)				
	2022	2030	2035	2040	2045
On-Road Transportation	206,749	159,941	119,794	79,374	50,776
Building Energy	147,607	102,293	74,839	49,394	27,246
Off-Road Vehicles and Equipment	10,974	9,720	9,617	9,982	10,403
Solid Waste	10,255	12,921	13,721	14,521	15,321
Water Supply	1,188	891	652	413	0
Wastewater Treatment	552	611	649	685	694
Total	377,325	286,377	219,273	154,370	104,440
Percent Change from 2022 Levels	**NA**	**-22%**	**-40%**	**-58%**	**-72%**

Gap Analysis

After completing the GHG emissions forecast, staff conducted a "gap analysis" to determine the quantity of emissions reductions necessary for the City to meet its 2035 and 2045 GHG reduction targets. The City's targets represent the fair share of GHG emissions that should be reduced to align with SB 32 and AB 1279, accounting for the sources of emissions generated in Newark. The CAN GHG emissions reduction targets are as follows:

- 2035 target: 58 percent below 2022 levels (155,678 MTCO2e), and
- 2045 target: 88 percent below 2022 levels (45,139 MTCO2e).

The following chart depicts the legislative-adjusted BAU forecasts by sector, as distinguished by colored wedges, and the City's emissions reduction targets relative to the 2022 emissions inventory. The space between the trajectory of the black line (i.e., targets) and the top of the colored wedges (i.e., forecasted emissions) represents the "gap" in emissions that will need to be addressed through local actions for the City to meet its GHG reduction targets.

Figure 1: Legislation-Adjusted GHG Emissions Forecast

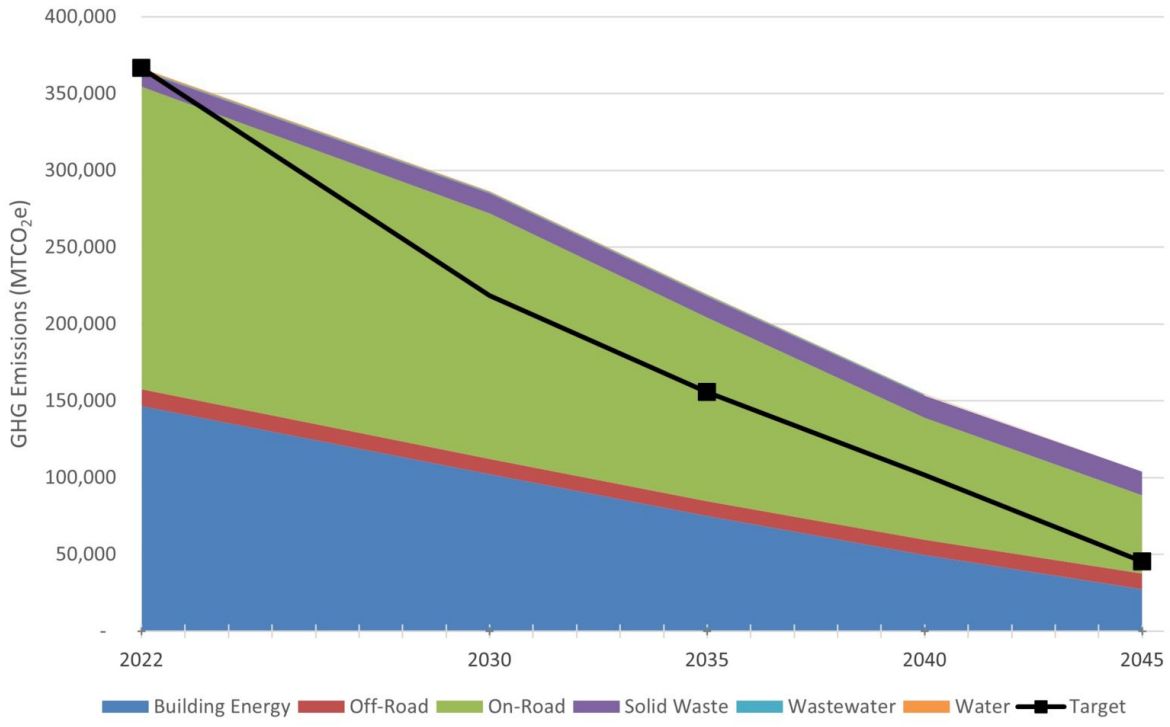


Table 2: Additional Emission Reductions Needed to Meet Target

Year	Emissions After Legislation ($MTCO_2e$)	Target Emissions ($MTCO_2e$)	Remaining Emissions to be Reduced ($MTCO_2e$)
2035	219,273	155,678	**63,595**
2045	104,440	45,139	**59,301**

Staff developed a total of 28 strategies that would close the remaining emissions "gap" between target emissions reductions and reductions from legislation. The strategies are organized under categories that generally align with the emissions sectors: building energy (e.g., residential and nonresidential building energy use), on-road transportation, off-road vehicles and equipment, solid waste, water, and wastewater. GHG emissions reductions were quantified for strategies wherever supporting data and reasonable assumptions were available to support calculations. Strategies and associated emissions reductions are illustrated in the following table.

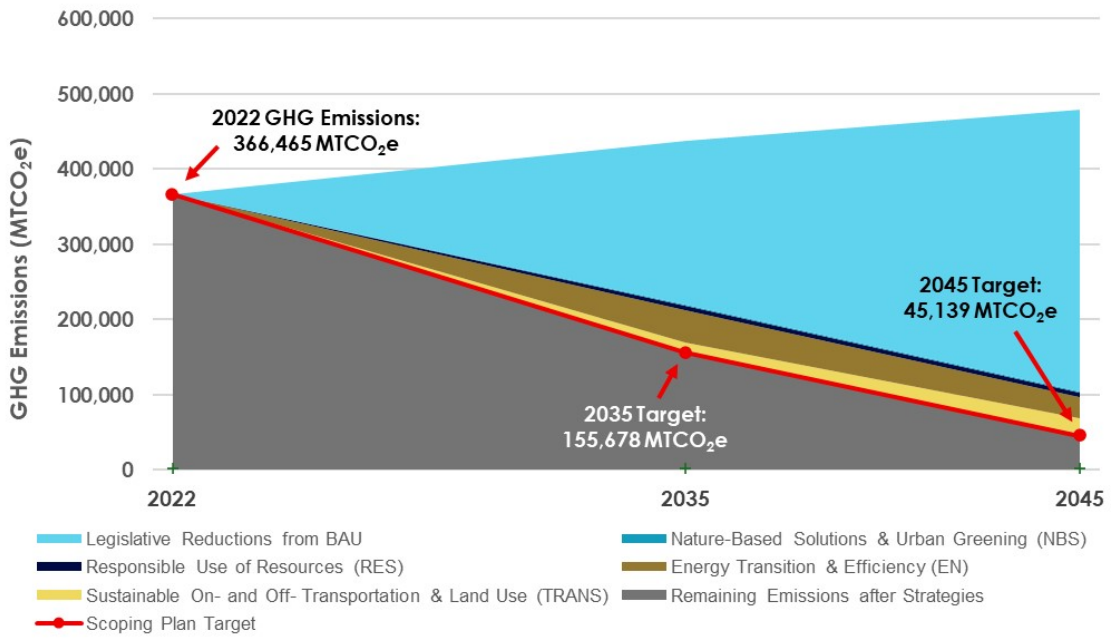
Table 3: Proposed CAP Strategies and Estimated Emission Reductions

Strategy #	Strategy	GHG Reductions (MTCO2e)	
		2035	2045
Energy Transition & Efficiency (EN)			
EN-1	Electrify and decarbonize the city's building stock.	11,974	28,410
EN-2	Expand clean energy generation and use.	31,422	0
EN-3	Promote energy efficiency and reduce energy consumption.	N/A	N/A
EN Subtotal		43,396	28,410
Sustainable On- and Off-Road Transportation & Land Use (TR)			
TR-1	Make active transportation the preferred method of getting around, where feasible.	182	38
TR-2	Increase the safety, accessibility, and reliability of public transit.	768	226
TR-3	Expand and encourage shared mobility options.	N/A	N/A
TR-4	Where and when passenger and commercial vehicle use is necessary, accelerate the widespread adoption of zero-emission vehicles.	9,862	17,936
TR-5	Prioritize sustainable land use by increasing residential density, supporting a diversity of land uses, and implementing transportation demand management strategies.	1,813	538
TR-6	Reduce emissions associated with off-road transportation and equipment.	1,668	2,040
TR Subtotal		14,294	20,778
Responsible Use of Resources (RES)			
RES-1	Expand the practice of circular economy principles that promote the reuse, repair, and recycling of goods and materials.	N/A	N/A
RES-2	Promote responsible organic and inorganic waste management and reduction practices.	5,632	6,289

RES-3	Prioritize water-wise practices and technologies that minimize consumption across the city.	0	0
RES Subtotal		5,632	6,289
Nature-Based Solutions & Urban Greening (NBS)			
NBS-1	Maintain and expand the city's urban tree canopy.	729	1,216
NBS-2	Integrate green stormwater infrastructure throughout the city.	N/A	N/A
NBS-3	Protect, restore, and enhance natural areas, wetlands, and ecosystems.	179	357
NBS-4	Promote sustainable landscaping practices that support native vegetation and pollinator habitats.	N/A	N/A
NBS Subtotal		908	1,573
Community Capacity & Resilience (COM)			
COM-1	Improve climate and emergency preparedness.	N/A	N/A
COM-2	Reduce exposure to extreme heat and mitigate the urban heat island effect.	N/A	N/A
COM-3	Bolster protection for sea level rise and flooding.	N/A	N/A
COM-4	Build a more sustainable food system and increase local food security.	N/A	N/A
COM-5	Create a local economy that prioritizes green businesses and "high road" workforce development.	N/A	N/A
COM-6	Provide education and outreach opportunities to help support CAN awareness and implementation.	N/A	N/A
COM Subtotal		N/A	N/A
Municipal (MUN)			
MUN-1	Reduce emissions from municipal buildings and facilities.	N/A	N/A
MUN-2	Minimize vehicle miles traveled for City employees.	N/A	N/A
MUN-3	Shift to clean municipal on-road and off-road vehicles and equipment.	N/A	N/A
MUN-4	Reduce municipal water use.	N/A	N/A
MUN-5	Practice sustainable waste management for municipal operations.	N/A	N/A
MUN-6	Protect municipal assets from climate hazards.	N/A	N/A
MUN Subtotal		N/A	N/A
Total GHG Emissions Reductions from Strategies		64,230	57,050
GHG Emissions Reductions Needed to Meet Target		63,595	59,301
Target Met?		Yes	No
Remaining Gap to Target		-635	2,251

Out of all the identified strategies, those responsible for the largest emissions reductions include: EN-1, EN-2, TR-4, and RES-2. These four strategies make up 91% of total emissions reductions. A majority of emissions reductions are from transportation and building energy, as these are the two largest sources of emissions in Newark. Estimated reductions from strategies would meet the City's 2035 emissions reduction target but fall short of the 2045 emissions reduction target by 2,251 MTCO2e. Although the 2045 target would not be achieved based on the estimated GHG reductions, the 2045 remaining emissions would achieve nearly 96 percent of the Scoping Plan target. The figure below displays the legislative emissions reductions and strategy emissions reductions.

Figure 2: Emission Reductions from Legislation and Proposed Strategy



Strategies have key indicators, which are quantified targets, that will help staff determine if they are achieving strategy emissions reductions. To ensure strategies are implemented, each strategy has actions that describe policies, programs, and/or partnerships the City will establish to achieve GHG emissions reductions. Staff also identified City departments and partner organizations responsible for implementing each action. The next steps include releasing CAN for public review and developing an implementation plan.

FISCAL IMPACT

The fiscal impact to the City will be estimated in Climate Action Newark along with the development of the final strategy and implementation plan.

REVIEW AND APPROVAL

Prepared by - James Scanlin, Environmental Services Division Manager
Reviewed by - Howard Young, Public Works Director
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - Lenka Hovorka, Assistant City Manager

Attachments

GHG Gap Analysis

CAP presentation

Memo

2054 University Ave., Suite 400
Berkeley, CA 94704
410.217.5000

Date: May 8, 2025

To: Jim Scanlin (City of Newark)

From: John Steponick, Brenda Hom, Hannah Kornfeld, Andrew Beecher, and Honey Walters (Ascent)

Subject: City of Newark Climate Action Plan Update: Gap Analysis Technical Memorandum

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1 INTRODUCTION

This technical memorandum outlines greenhouse gas (GHG) reduction and adaptation strategies and actions and summarizes the draft results of the quantitative "gap analysis" process for the City of Newark's (City's) Climate Action Plan Update, titled Climate Action Newark (CAN). The gap analysis aims to confirm and quantify the suite of GHG reduction strategies that would set the City on course to meet its GHG reduction targets for 2035 and 2045. The gap analysis considers several steps in the climate action planning process, which are listed below and addressed in subsequent sections.

- Summary of the 2035 and 2045 GHG emissions forecasts (per "City of Newark Climate Action Plan Update: Greenhouse Gas Emissions Forecasts and Reduction Targets – Final Technical Memorandum" dated June 27, 2024, referred to hereafter as "Forecast Memo");
- Summary of the 2035 and 2045 GHG emissions reduction targets (per the Forecast Memo); and
- Quantification of GHG emissions reduction strategies and evaluation of the calculated gap between the estimated GHG reductions and the recommended targets, the primary focus of this technical memorandum.

2 CLIMATE ACTION STRATEGIES AND ACTIONS

Based on the results of the Forecast Memo, additional GHG reductions are needed to achieve the State's emissions reduction targets for 2035 and 2045. The strategies presented below are organized under categories that generally align with the emissions sectors: building energy (e.g., residential and nonresidential building energy use), on-road transportation, off-road vehicles and equipment, solid waste, water, and wastewater. Each category includes one or more broad strategies to reduce emissions, such as energy efficiency, renewable energy, and waste diversion. Metrics are provided for quantified strategies to help the City meet the reduction targets. These include performance indicators by which progress can be tracked and monitored for implementation. The proposed strategies will be realized through one or more actions that the City can implement to reduce GHG emissions.

GHG reductions associated with these strategies were calculated stepwise for 2035 and 2045. In other words, GHG reductions (in metric tons of carbon dioxide equivalent [$MTCO_2e$]) are assessed during a snapshot in 2035 and 2045.

Strategies are quantified for a single year rather than adding cumulative reductions from prior years, which aligns with the methodology used to derive the City's GHG reduction targets and aligns with the California Governor's Office of Land Use and Climate Innovation General Plan Guidelines. Importantly, GHG emissions reductions were quantified for strategies wherever supporting data and reasonable assumptions were available to support calculations. Some strategies were not quantifiable because of a lack of available data or quantification methods but would still be expected to reduce GHG emissions. These strategies are listed in this technical memorandum and will be discussed qualitatively in CAN. They can be monitored for potential quantification opportunities in the future if data and/or quantification methods become available.

Estimates of GHG emissions reductions, along with an estimated emissions "gap" (i.e., the difference between the effective GHG reductions required to meet the targets and the total GHG reductions), are summarized in Table 1 below and illustrated in Figure 1 in Section 2.1.7. Descriptions of the strategies are provided in the following sections. Detailed strategy calculations and assumptions supporting the GHG reduction estimates are provided in Attachment A.

Table 1 Newark GHG Emissions Reduction Strategies

Strategy #	Strategy	GHG Reductions ($MTCO_2e$)	
		2035	2045
Energy Transition & Efficiency (EN)			
EN-1	Electrify and decarbonize the city's building stock.	11,974	28,410
EN-2	Expand clean energy generation and use.	31,422	0
EN-3	Promote energy efficiency and reduce energy consumption.	N/A	N/A
	EN Subtotal	43,396	28,410
Sustainable On- and Off-Road Transportation & Land Use (TR)			
TR-1	Make active transportation the preferred method of getting around, where feasible.	182	38
TR-2	Increase the safety, accessibility, and reliability of public transit.	768	226
TR-3	Expand and encourage shared mobility options.	N/A	N/A
TR-4	Where and when passenger and commercial vehicle use is necessary, accelerate the widespread adoption of zero-emission vehicles.	9,862	17,936
TR-5	Prioritize sustainable land use by increasing residential density, supporting a diversity of land uses, and implementing transportation demand management strategies.	1,813	538
TR-6	Reduce emissions associated with off-road transportation and equipment.	1,668	2,040
	TR Subtotal	14,294	20,778
Responsible Use of Resources (RES)			
RES-1	Expand the practice of circular economy principles that promote the reuse, repair, and recycling of goods and materials.	N/A	N/A
RES-2	Promote responsible organic and inorganic waste management and reduction practices.	5,632	6,289
RES-3	Prioritize water-wise practices and technologies that minimize consumption across the city.	0	0
	RES Subtotal	5,632	6,289

Strategy #	Strategy	GHG Reductions ($MTCO_2e$)	
		2035	2045
Nature-Based Solutions & Urban Greening (NBS)			
NBS-1	Maintain and expand the city's urban tree canopy.	729	1,216
NBS-2	Integrate green stormwater infrastructure throughout the city.	N/A	N/A
NBS-3	Protect, restore, and enhance natural areas, wetlands, and ecosystems.	179	357
NBS-4	Promote sustainable landscaping practices that support native vegetation and pollinator habitats.	N/A	N/A
	NBS Subtotal	908	1,573
Community Capacity & Resilience (COM)			
COM-1	Improve climate and emergency preparedness.	N/A	N/A
COM-2	Reduce exposure to extreme heat and mitigate the urban heat island effect.	N/A	N/A
COM-3	Bolster protection for sea level rise and flooding.	N/A	N/A
COM-4	Build a more sustainable food system and increase local food security.	N/A	N/A
COM-5	Create a local economy that prioritizes green businesses and "high road" workforce development.	N/A	N/A
COM-6	Provide education and outreach opportunities to help support CAN awareness and implementation.	N/A	N/A
	COM Subtotal	N/A	N/A
Municipal Operations (MUN)			
MUN-1	Reduce emissions from municipal buildings and facilities.	N/A	N/A
MUN-2	Minimize vehicle miles traveled for City employees.	N/A	N/A
MUN-3	Shift to clean municipal on-road and off-road vehicles and equipment.	N/A	N/A
MUN-4	Reduce municipal water use.	N/A	N/A
MUN-5	Practice sustainable waste management for municipal operations.	N/A	N/A
MUN-6	Protect municipal assets from climate hazards.	N/A	N/A
	MUN Subtotal	N/A	N/A
Total GHG Emissions Reductions from Strategies		64,230	57,050
GHG Emissions Reductions Needed to Meet Target		63,595	59,301
Target Met?		Yes	No
Remaining Gap to Target[1]		(635)	2,251

Notes: CAN = Climate Action Newark; GHG = greenhouse gas; $MTCO_2e$ = metric tons of carbon dioxide equivalent; N/A = not applicable.

[1] Values in parentheses indicate the target has been met with a surplus of reductions.

Source: Calculations conducted by Ascent in 2024.

In the table below, all actions identify City departments responsible for implementation as well as partner organizations and agencies to facilitate successful implementation. Some department and organization names have been abbreviated in the table and are defined as follows:

- City Departments
  - CD/CP = Community Development, Community Preservation
  - CD/ED = Community Development, Economic Development
  - CD/P&H = Community Development, Planning and Housing
  - CMO = City Manager's Office
  - PW/BI = Public Works, Building Inspection
  - PW/CIP = Public Works, Capital Improvement Program
  - PW/ENG = Public Works, Engineering
  - PW/ENV = Public Works, Environmental Services
  - PW/M = Public Works, Maintenance
  - RCS = Recreation and Community Services
- Implementing Partners
  - ABAG = Association of Bay Area Governments
  - AC OES = Alameda County Office of Emergency Services
  - AC Transit = Alameda-Contra Costa Transit District
  - ACFD = Alameda County Fire Department
  - ACOE = Alameda County Office of Education
  - ACPHD = Alameda County Public Health Department
  - ACWD = Alameda County Water District
  - ADF = Arbor Day Foundation
  - Alameda CTC = Alameda County Transportation Commission
  - Ava = Ava Community Energy
  - BayREN = Bay Area Regional Energy Network
  - BAWSCA = Bay Area Water Supply & Conservation Agency
  - BCDC = San Francisco Bay Conservation and Development Commission
  - CBO = community-based organization
  - MTC = Metropolitan Transportation Commission
  - NUSD = Newark Unified School District
  - PG&E = Pacific Gas and Electric Company
  - UFF = Urban Forest Friends
  - USFWS = United States Fish and Wildlife Service

2.1 ENERGY TRANSITION & EFFICIENCY (EN)

Table 2 EN Strategies and Actions

Action #	Action	Implementing Department(s)	Implementing Partner(s)
Strategy EN-1: Electrify and decarbonize the city's building stock.	**Key Indicators** By 2035: ▶ 23% of existing residential buildings are fully electrified ▶ 21% of existing nonresidential buildings are fully electrified By 2045: ▶ 48% of existing residential buildings are fully electrified ▶ 46% of existing nonresidential buildings are fully electrified		
EN-1-A	Develop a comprehensive building energy retrofit plan to transition existing residential and nonresidential buildings to all-electric. The plan should address end-of-life recycling and disposal of gas appliances, and additionally, should include policies that provide incentives to replace gas-powered appliances with electric alternatives (e.g., heat pumps, electric water heaters, induction stoves) and that cover the costs of electrical panel upgrades and other necessary infrastructure improvements. The plan could be informed by BayREN's Existing Buildings Study.	▶ PW/BI ▶ PW/ENV	▶ BayREN
EN-1-B	Promote existing websites and incentive resources from BayREN, Ava, PG&E, and The Switch Is On that provide information on building electrification, such as replacing natural gas stoves with all-electric induction range cooktops, among other opportunities.	▶ PW/ENV	▶ BayRen ▶ Ava ▶ PG&E
Strategy EN-2: Expand clean energy generation and use.	**Key Indicators** By 2035: ▶ 100% carbon-free electricity from Ava By 2045: ▶ 100% carbon-free electricity from Ava		
EN-2-A	Streamline the permitting of nonresidential solar photovoltaics or other renewable energy and battery storage projects.	▶ PW/BI	▶ N/A
EN-2-B	Support Ava's commitment to achieve 100 percent green energy by 2030, which may include developing and implementing measures to increase residential and business enrollment in Ava's Renewable 100 service plan.	▶ PW/ENV	▶ Ava
Strategy EN-3: Promote energy efficiency and reduce energy consumption.	**Key Indicators** N/A		
EN-3-A	Establish a program that connects owners and occupants of residential and nonresidential buildings to existing energy audit and weatherization programs and resources (e.g., California's Low-Income Weatherization Program, BayREN's Home Energy Advisors), and additionally, helps to determine eligibility. Where existing programs and resources do not exist or are insufficient to meet local demand, consider partnering with CBOs and other local and regional organizations to support and expand access to such programs and resources.	▶ PW/ENV	▶ BayREN ▶ Rising Sun ▶ CBOs
EN-3-B	Partner with BayREN to promote their financing and rebate opportunities for residential and business energy efficiency upgrades (e.g., insulation, air sealing, heating and cooling systems, duct replacements). Through the partnership,	▶ PW/ENV	▶ BayREN

Action #	Action	Implementing Department(s)	Implementing Partner(s)
	develop new pathways to expand eligibility and to potentially bundle various energy efficiency upgrades to deliver more savings.		
EN-3-C	Increase public awareness of reducing plug loads in homes and businesses, which should include educational materials on efficient appliance usage, smart power strips, and standby power. Partner with local schools (e.g., NUSD), libraries, and community groups to host workshops and distribute materials.	▶ PW/ENV	▶ NUSD ▶ CBOs
EN-3-D	Connect commercial building owners with Ava's Building Efficiency Accelerator program, which offers free site assessments to identify energy savings opportunities, 12 months of free technical and implementation support, and additional program benefits and incentives.	▶ PW/ENV ▶ CD/ED	▶ Ava

Notes: Ava = Ava Community Energy; BayREN = Bay Area Regional Energy Network; CBOs = community-based organizations; CD/ED = Community Development, Economic Development; CEC = California Energy Commission; GHG = greenhouse gas; N/A = not applicable; NUSD = Newark Unified School District; PG&E = Pacific Gas & Electric Company; PW/BI = Public Works, Building Inspection; PW/ENV = Public Works, Environmental Services.

Source: Compiled by Ascent in 2025.

2.2 SUSTAINABLE ON- AND OFF-ROAD TRANSPORTATION & LAND USE (TR)

Table 3 TR Strategies and Actions

Action #	Action	Implementing Department(s)	Implementing Partner(s)
Strategy TR-1: Make active transportation the preferred method of getting around, where feasible.	**Key Indicators** N/A		
TR-1-A	Adopt the *City of Newark Active Transportation Plan* to serve as an update to the *City of Newark Pedestrian & Bicycle Master Plan*. Upon adoption, begin implementing plan recommendations and priority projects, and additionally, ensure that implementation and progress is monitored and assessed over time.	▶ PW/CIP ▶ PW/ENV	▶ N/A
Strategy TR-2: Increase the safety, accessibility, and reliability of public transit.	**Key Indicators** By 2035: ▶ 15% increase in transit service miles or service hours ▶ 50% increase in transit service frequency BY 2045: ▶ 20% increase in transit service miles or service hours ▶ 50% increase in transit service frequency		
TR-2-A	Partner with AC Transit and MTC to connect low-income residents with the Clipper START pilot program, which provides single-ride discounts to riders between the ages of 19 and 64 who meet eligible income levels.	▶ CMO	▶ AC Transit ▶ MTC
TR-2-B	Develop and adopt a transit-supportive complete streets policy that prioritizes transit operations alongside other modes of transportation. The policy will ensure that all future street design and reconstruction projects consider transit needs, including dedicated bus lanes, queue jumps, and transit signal priority systems, and	▶ PW/ENG	▶ AC Transit ▶ Alameda CTC

Action #	Action	Implementing Department(s)	Implementing Partner(s)
	implementation of the policy will involve updating design standards, revising the development review process, training City staff, and ongoing collaboration with AC Transit to continually assess and update bus routes, as needed.		
TR-2-C	Improve safe pedestrian access to transit facilities across the city, in accordance with the *City of Newark Local Roadway Safety Plan*, and in collaboration with AC Transit and NUSD. Improvements may be addressed through neighborhood slow zones, curbside management strategies, floating transit islands, protected bike lanes, crosswalk and sidewalk improvements (e.g., mid-block crossings, shortened pedestrian crossings, and protected intersections), adding lighting to improve nighttime safety and wayfinding, adding wayfinding signage, and co-locating bus stops with pedestrian crossings, among others.	▶ PW/ENG	▶ AC Transit ▶ NUSD
TR-2-D	Continue partnering with the City of Fremont to provide paratransit services for seniors and people with disabilities through the "Ride on Tri-City!" program, with ongoing coordination on potential revisions or improvements to the program.	▶ CMO ▶ RCS	▶ Fremont
TR-2-E	Increase transit frequency and network coverage of bus lines serving Newark. Conduct a city-wide transit study to understand the travel patterns of residents, visitors, and commuters to prioritize underserved areas.	▶ PW/ENG	▶ AC Transit
TR-2-F	Improve bus stops in Newark. This includes ensuring stops have barrier-free accessibility, adequate seating, durable and visually attractive shelters, lighting, posted schedules, real-time arrival information, incorporating audio and visual features for those with impairments, and parking enforcement.	▶ PW/ENG	▶ AC Transit ▶ MTC
Strategy TR-3: Expand and encourage shared mobility options.	**Key Indicators** N/A		
TR-3-A	Partner with NUSD, Ohlone College (Newark Campus), local employers, and other institutions to develop and implement a suite of strategies promoting shared mobility options for students and employees, which may include providing educational resources and promotional materials, encouraging employers to provide pre-tax transportation allowances that can be used for shared mobility services, and offering discounts through negotiated bulk purchasing or subsidies.	▶ CMO ▶ PW/ENG ▶ CD/ED	▶ NUSD ▶ Ohlone College ▶ CBOs
TR-3-B	Establish partnerships with private micromobility companies (e.g., Spin, Bird, Lime, CycleHop) to create shared scooter and e-bike services within the city, which should emphasize equitable access (e.g., offering discounted rates for low-income residents) and enforce improper parking of scooters and e-bikes that block the path of other mobility options.	▶ CMO ▶ PW/ENG ▶ CD/P&H ▶ CD/ED	▶ Micromobility companies
TR-3-C	Collaborate with the Cities of Union City and Fremont to implement a cross-jurisdictional community ZEV car share pilot program to benefit disadvantaged communities, which will place ZEVs at affordable housing communities in the tri-city area where residents can reserve the vehicles at a low cost to run errands, get to appointments, and take local trips.	▶ PW/ENV	▶ Union City ▶ Fremont
Strategy TR-4: Where and when passenger and commercial vehicle use is necessary, accelerate the adoption of zero-emission vehicles.	**Key Indicators** By 2035: ▶ 52% of light-duty vehicles are EVs or PHEVs ▶ 30% of medium- and heavy-duty vehicles are EVs or PHEVs By 2045: ▶ 91% of light-duty vehicles are EVs or PHEVs ▶ 75% of medium- and heavy-duty vehicles are EVs or PHEVs		

Action #	Action	Implementing Department(s)	Implementing Partner(s)
TR-4-A	Consider adopting a reach code for EV charging to meet CALGreen voluntary standards for new residential and commercial development to install conduits for EV charging equipment. Ensure minimum EV charging requirements reflect updated projections and metrics for EV charging usage and continue to increase the number of charging stations in residential and nonresidential development throughout the city.	▶ PW/BI	▶ N/A
TR-4-B	Conduct a citywide study to identify optimal locations for public EV charging stations based on traffic patterns, proximity to major destinations, and existing electrical infrastructure. Utilize the study to prioritize investments in and seek grant funding (e.g., Bay Area Air District's "Charge!" Program) for expanding public EV charging infrastructure in targeted areas, particularly in new and existing multifamily residential and commercial development.	▶ PW/ENG ▶ PW/ENV	▶ Bay Area Air District
TR-4-C	Establish a public-private partnership program to accelerate and jointly fund the deployment and maintenance of a comprehensive EV charging infrastructure network throughout the city. As part of the program, the City will actively engage with private sector stakeholders (e.g., large employers, retail centers, hospitality businesses) to identify potential partnership opportunities, determine optimal EV charging station locations, and explore innovative funding mechanisms (e.g., charging station sponsorships, advertising revenue models).	▶ PW/ENV ▶ CD/ED	▶ Private sector stakeholders
TR-4-D	Develop a permit checklist to install EVSE within the public right-of-way by 2029, pursuant to Assembly Bill 2427 (2024).	▶ PW/ENG	▶ N/A
Strategy TR-5: Prioritize sustainable land use by increasing residential density, supporting a diversity of land uses, and implementing transportation demand management strategies.		**Key Indicators** By 2035: ▶ 50% of employees participating in TDM programs	
TR-5-A	Recognizing the nexus between climate and housing, continue to implement the climate-friendly policies and programs identified in the Housing Element, such as those that promote higher-density and mixed-use development and encourage the construction of ADUs.	▶ CD/P&H	▶ N/A
TR-5-B	Implement Safety Element Action SAF-1.C, which calls for updating the zoning ordinance to include transportation demand management standards for development projects.	▶ CD/P&H	▶ N/A
TR-5-C	Remove parking minimums for new development within half a mile of major transit stops and high-quality public transit corridors and consider establishing parking maximums in new development, aligning with other parking reform programs, such as Housing Element Program H3.5.	▶ CD/P&H	▶ N/A
TR-5-D	Update parking standards and regulations to ensure that parking: (1) is efficiently designed and addresses the desire to encourage walking, bicycling, the use of alternative fuel vehicles, and public transit use; (2) aligns with AB 2097; and (3) considers changing business patterns, technology, consumer behavior, demographics, and changes in vehicle design and technology.	▶ CD/P&H	▶ N/A
TR-5-E	In accordance with SB 743, amend Newark's General Plan such that transportation is evaluated based on vehicle-miles traveled (VMT) instead of level-of-service (LOS) and that all references to LOS are removed.	▶ CD/P&H	▶ N/A
Strategy TR-6: Reduce emissions associated with off-road transportation and equipment.		**Key Indicators** By 2035: ▶ 80% of construction equipment is zero-emission	

Action #	Action	Implementing Department(s)	Implementing Partner(s)
	▶ 25% of generators used at construction sites are zero-emission ▶ 100% of existing landscaping equipment is replaced with electric versions By 2045: ▶ 100% of construction equipment is zero-emission ▶ 25% of generators used at construction sites are zero-emission ▶ 100% of existing landscaping equipment is replaced with electric versions		
TR-6-A	Require all discretionary development projects starting in 2027 and later to use renewable diesel in diesel-powered construction equipment.	▶ CD/P&H	▶ Bay Area Air District
TR-6-B	Prohibit the use of fossil fuel-powered generators at construction sites in all discretionary projects starting in 2027. Coordinate with PG&E to ensure temporary construction power connections to minimize potential project delays.	▶ CD/P&H	▶ Bay Area Air District
TR-6-C	Develop strategies to encourage business owners (e.g., landscaping businesses) to convert or replace their fossil fuel-powered equipment, such as lawn mowers, leaf blowers, and hedge trimmers, with electric or other alternative zero-emission equipment.	▶ PW/ENV ▶ CD/ED	▶ Bay Area Air District

Notes: AC Transit = Alameda-Contra Costa Transit District; Alameda CTC = Alameda County Transportation Commission; CBOs = community-based organizations; CD/ED = Community Development, Economic Development; CD/P&H = Community Development, Planning and Housing; CMO = City Manager's Office; EV = electric vehicle; EVSE = electric vehicle supply equipment; MTC = Metropolitan Transportation Commission; N/A = not applicable; NUSD = Newark Unified School District; PG&E = Pacific Gas & Electric; PHEV = plug-in hybrid electric vehicle; PW/BI = Public Works, Building Inspection; PW/CIP = Public Works, Capital Improvement Program; PW/ENG = Public Works, Engineering; PW/ENV = Public Works, Environmental Services; ZEV = zero-emission vehicle.

Source: Compiled by Ascent in 2025.

2.3 RESPONSIBLE USE OF RESOURCES (RES)

Table 4 RES Strategies and Actions

Action #	Action	Implementing Department(s)	Community Partner(s)
Strategy RES-1: Expand the practice of circular economy principles that promote the reuse, repair, and recycling of goods and materials.	Key Indicators N/A		
RES-1-A	Promote StopWaste's Repair Workshop Calendar, which serves as a repository for scheduled repair events for broken or damaged household items (e.g., clothes, smartphones) where attendees are empowered to learn valuable repair skills. Partner with StopWaste, local and regional repair shops, makerspaces, and other organizations to explore offering additional repair events.	▶ PW/ENV	▶ StopWaste
RES-1-B	Building upon the Sustainable Foodware Ordinance, partner with local food service establishments (e.g., restaurants, delis, food trucks, grocery stores) to provide incentives, such as discounts or loyalty rewards, for customers who bring in and use their own reusable containers.	▶ PW/ENV ▶ CD/ED	▶ Local food service establishments
RES-1-C	Work with StopWaste to develop and implement strategies (e.g., increased awareness, incentives) that further promote the use of their "RE:Source" guide for the reuse, repair, recycling, and safe disposal of a broad range of items.	▶ PW/ENV	▶ StopWaste
RES-1-D	Identify opportunities for circular economy demonstration projects or public art opportunities that use recycled materials to highlight the advantages and provide visibility of circular practices and technologies. Collaborate with local businesses, organizations, artists, and	▶ PW/ENV	▶ CBOs

Action #	Action	Implementing Department(s)	Community Partner(s)
	institutions to develop and execute these projects, and share the outcomes and insights gained with the broader community to foster learning and awareness.		
Strategy RES-2: Promote responsible organic and inorganic waste management and reduction practices.	**Key Indicators** By 2035: ▶ 75% of waste is diverted from landfills		
RES-2-A	Continue to ensure compliance with SB 1383 by diverting organic waste away from landfills. In coordination with Republic Services, ensure all customers are subscribed to the appropriate level of service and that audits are completed and enforced on the appropriate schedule.	▶ PW/ENV	▶ Republic Services
RES-2-B	Launch an annual neighborhood cleanup and waste reduction challenge to engage residents in community beautification and waste reduction efforts.	▶ PW/ENV ▶ CD/CP	▶ N/A
RES-2-C	In alignment with state goals, adopt a zero-waste policy for events requiring City permits that establish guidelines for event organizers, including requirements for compostable or reusable service ware, proper waste sorting stations, and minimizing physical promotional materials. As part of the policy, seek and train volunteers to serve as "zero-waste ambassadors" to assist with waste sorting and education at events.	▶ PW/ENV	▶ N/A
Strategy RES-3: Prioritize water-wise practices and technologies that minimize consumption across the city.	**Key Indicators** By 2035: ▶ 10% reduction in water consumption By 2045: ▶ 20% reduction in water consumption		
RES-3-A	Adopt a water neutrality ordinance that requires new development—or other changes within the service area that will require a new water service or will increase water demand above the existing demand level—to offset the projected water demand with water efficiency, conservation, and retrofit measures to create a net neutral impact on overall water demand.	▶ CD/P&H ▶ PW/ENG	▶ N/A
RES-3-B	Work with local and regional partners to promote and expand existing programs and initiatives that promote residential water conservation, such as BAWSCA's Rain Barrel Rebate Program, and ACWD's free water conservation kits and free leak kits, among others. With these partners, track and develop strategies to increase the number of residents who take advantage of the existing programs and initiatives.	▶ PW/ENV ▶ CMO	▶ ACWD ▶ BAWSCA
RES-3-C	In collaboration with ACWD, explore the development of water use efficiency program opportunities and implement, where feasible.	▶ PW/ENV ▶ CD/P&H	▶ ACWD
RES-3-D	Support and coordinate with ACWD to expand potable water reuse options across the city, which may include assisting with the assessment of regulatory, technical, and financial considerations for implementing these options.	▶ PW/ENG ▶ PW/ENV	▶ ACWD

Notes: ACWD = Alameda County Water District; BAWSCA = Bay Area Water Supply & Conservation Agency; CBOs = community-based organizations; CD/CP = Community Development, Community Preservation; CD/ED = Community Development, Economic Development; CD/P&H = Community Development, Planning and Housing; CMO = City Manager's Office; N/A = not applicable; PW/ENG = Public Works, Engineering; PW/ENV = Public Works, Environmental Services; SB = Senate Bill

Source: Compiled by Ascent in 2025.

2.4 NATURE-BASED SOLUTIONS & URBAN GREENING (NBS)

Table 5 NBS Strategies and Actions

Action #	Action	Implementing Department(s)	Implementing Partner(s)
Strategy NBS-1: Maintain and expand the city's urban tree canopy.	**Key Indicators** By 2035: ▶ 30% of priority landscapes receive tree canopy By 2045: ▶ 50% of priority landscapes receive tree canopy		
NBS-1-A	Prepare and adopt an urban forest master plan that emphasizes sustainable maintenance and expansion of the tree canopy on City-owned land and considers strategies for expansions on private and other public land in the city. Upon adoption, begin implementing plan recommendations and priority projects, and additionally, ensure that implementation and progress is monitored and assessed over time.	▶ RCS ▶ PW/ENV ▶ CD/P&H	▶ N/A
NBS-1-B	Develop a free residential street tree program that builds upon the initial pilot program. As part of the program: (1) Develop recommended street tree list; (2) establish formal eligibility criteria and implementation processes; (3) partner with local nurseries and tree suppliers; and (4) provide educational resources to participants on proper tree planting and maintenance.	▶ RCS ▶ PW/ENV	▶ UFF
NBS-1-C	Foster a sense of community ownership, engagement, and stewardship of the city's urban forest by developing and implementing a tree adoption program, where residents and local businesses can sponsor and be recognized (e.g., through on-site signage/plaques, as well as the City's website and social media platforms) for the planting and maintenance of trees in public spaces. Offer a variety of sponsorship levels and options (e.g., single tree, group of trees, entire planting area), where sponsorship fees can cover both: (1) the costs of purchasing, planting, and maintaining the trees for a specified period (e.g., 3-5 years); and (2) a dedicated endowment fund, where a portion of the sponsorship fees can be reinvested to support long-term program maintenance.	▶ RCS ▶ PW/ENV ▶ CD/ED ▶ CD/P&H	▶ N/A
NBS-1-D	Continue to maintain the city's consecutive multi-decade status as a Tree City USA® recognized community, which can be upheld by meeting four core standards: (1) forming and maintaining a tree board or department; (2) establishing a tree care ordinance; (3) maintaining a community forestry program with an annual budget of at least two dollars per capita; and (4) observing and celebrating Arbor Day. Tree City USA® is a program led by ADF that celebrates towns and cities committed to growing their urban tree canopy.	▶ PW/ENV ▶ PW/M	▶ ADF
NBS-1-E	Continue to partner with UFF to promote their events, which focus on tree planting, tree care, and related community outreach and education in the tri-city area (i.e., Newark, Fremont, Union City).	▶ CMO	▶ UFF
Strategy NBS-2: Integrate green stormwater infrastructure throughout the city.	**Key Indicators** N/A		
NBS-2-A	Continue to track and report the implementation of the City's *Green Stormwater Infrastructure Plan*, in accordance with Safety Element Action SAF-4.H.	▶ PW/ENG ▶ PW/ENV	▶ N/A
NBS-2-B	Collaborate with NUSD and local private schools to transform schoolyards into green spaces by incorporating green stormwater infrastructure elements and utilizing the green spaces as outdoor learning laboratories for environmental education. Engage students, teachers, and parents in the design and maintenance process through partnerships with ACOE and CBOs.	▶ PW/ENV	▶ NUSD ▶ ACOE ▶ CBOs
Strategy NBS-3: Protect, restore, and enhance natural areas, wetlands, and ecosystems.	**Key Indicators** ▶ N/A		

Action #	Action	Implementing Department(s)	Implementing Partner(s)
NBS-3-A	Establish a City-led task force composed of residents and interested stakeholders to develop a shared vision and to identify and evaluate potential policies and measures that the City may formally adopt to balance current and future housing needs with the long-term protection and restoration of the city's wetlands (i.e., Area 4).	▶ CMO ▶ CD/P&H	▶ N/A
NBS-3-B	Develop a plan for managing and restoring the city's wetlands. Collaborate with USFWS, BCDC, and other partners to ensure the plan aligns with regional conservation goals and includes provisions for addressing sea-level rise and climate change impacts.	▶ CMO ▶ CD/P&H ▶ PW/ENV	▶ USFWS ▶ BCDC
Strategy NBS-4: Promote sustainable landscaping practices that support native vegetation and pollinator habitats.	**Key Indicators** N/A		
NBS-4-A	To support local pollinator populations, enhance urban biodiversity and climate resilience, and improve the city's aesthetic appeal, develop and implement a plan to establish a network of pollinator habitat corridors across the city, connecting existing green spaces and creating new habitats for pollinators by utilizing public spaces, rights-of-way, and participating private properties. Plan implementation can also include the installation of interpretive signage along the corridors to educate the public about pollinators and native plants, including the role of Newark and the Bay Area in the migration trail of the threatened Western Monarch butterfly species.	▶ PW/ENV ▶ CMO	▶ N/A
NBS-4-B	Partner with BAWSCA and ACWD to promote and expand the Lawn Be Gone Rebate Program, where customers can receive a rebate of two dollars per square foot for removing their grass lawns and installing native, water-efficient landscapes.	▶ CMO ▶ PW/ENV	▶ BAWSCA ▶ ACWD
NBS-4-C	Promote StopWaste's existing resources, such as the Bay-Friendly Gardening Guide: From Your Backyard to the Bay, Now That Your Lawn is Gone Maintenance Guide, and others, that include information and guidance on sustainable landscape design, native plant selection, soil health management, and integrated pest management practices.	▶ CMO ▶ PW/ENV	▶ StopWaste

Notes: ACOE = Alameda County Office of Education; ACWD = Alameda County Water District; ADF = Arbor Day Foundation; BAWSCA = Bay Area Water Supply & Conservation Agency; BCDC = San Francico Bay Conservation and Development Commission; CBOs = community-based organizations; CD/ED = Community Development, Economic Development; CD/P&H = Community Development, Planning and Housing; CMO = City Manager's Office; N/A = not applicable; NUSD = Newark Unified School District; PW/ENG = Public Works, Engineering; PW/ENV = Public Works, Environmental Services; PW/M = Public Works, Maintenance; RCS = Recreation and Community Services; UFF = Urban Forest Friends; USFWS = U.S. Fish and Wildlife Service.

Source: Compiled by Ascent in 2025.

2.5 COMMUNITY CAPACITY & RESILIENCE (COM)

Table 6 COM Strategies and Actions

Action #	Action	Implementing Department(s)	Implementing Partner(s)
Strategy COM-1: Improve climate and emergency preparedness.	**Key Indicators** N/A		
COM-1-A	Adopt an ordinance for post-disaster recovery and reconstruction that includes provisions for debris clearance, damage assessment, demolitions, re-occupancy and building moratorium criteria, fee waivers and deferrals, and expedited permitting procedures for repair and reconstruction.	▶ CMO ▶ PW/BI	▶ AC OES
COM-1-B	Continue partnering with ACFD to offer CERT training and other personal emergency and disaster preparedness trainings, and additionally, expand training opportunities to directly	▶ CMO	▶ ACFD

Action #	Action	Implementing Department(s)	Implementing Partner(s)
	address community and neighborhood-level preparedness for climate impacts. Develop and implement measures to increase training awareness and participation.		
COM-1-C	Partner with BayREN and local contractors to establish a climate-ready home assessment program that is intended to help homeowners and renters make their residences more resilient through subsidized assessments and retrofits. Through the program, trained assessors will evaluate properties for climate-related vulnerabilities and residents will receive a customized report with recommended improvements, potential cost savings, and applicable funding opportunities.	▶ CMO ▶ CD/P&H	▶ BayREN
COM-1-D	Develop a local, resident- and business-focused climate resilience toolkit that consolidates and builds upon existing local and regional materials, partnering with AC OES, ABAG, local businesses, and CBOs. All toolkit materials should be available in multiple languages and include specific considerations for those who may be more vulnerable (e.g., children, individuals with access and functional needs), along with general guidance on keeping one's home or business safe when faced with climate stressors.	▶ CMO	▶ AC OES ▶ ABAG ▶ CBOs
COM-1-E	Develop and implement strategies to expand the reach of AC Alert, the mass notification system used by cities throughout Alameda County to rapidly spread emergency alerts.	▶ CMO	▶ AC OES
Strategy COM-2: Reduce exposure to extreme heat and mitigate the urban heat island effect.	**Key Indicators** N/A		
COM-2-A	Establish official criteria and guidelines for the opening and operation of cooling centers within city boundaries, with an emphasis on equity and accessibility through flexible dates and hours, a variety of high priority locations throughout the city, and transportation considerations. Cooling centers may include both City and non-City facilities (e.g., schools). For facilities that are not directly under the City's purview but fall within city boundaries, establish contingency agreements to facilitate the opening and operation of these facilities as temporary cooling centers during periods of extreme heat, as defined by the established criteria and guidelines.	▶ CMO ▶ RCS	▶ N/A
COM-2-B	Evaluate and consider establishing requirements for the use of heat mitigation measures in the public realm, particularly in common community gathering spaces (e.g., playgrounds, parks) and along transit corridors. Requirements may include the incorporation of: (1) building design features (e.g., varied building heights; setbacks from sidewalks; vertical and horizontal shade features); (2) cooling materials, treatments, and coatings (e.g., for rooftops); (3) multiple layers of shading to maximize coverage throughout the day; (4) street trees and landscaping; and (5) public amenities, such as drinking fountains and water mister/spray areas; among others.	▶ PW/BI ▶ PW/ENG ▶ PW/ENV ▶ PW/M ▶ RCS	▶ N/A
COM-2-C	In coordination with AC Library, AC OES, and community volunteers (e.g., Newark Community Emergency Response Team), establish the Newark Library as a permanent community resilience center that can serve as a resource and gathering place during extreme heat events and other emergencies. Seek grant funding from the Strategic Growth Council, BayREN, or other sources.	▶ CMO	▶ AC Library ▶ AC OES
COM-2-D	With each triennial building code update, evaluate the City's existing design guidelines and standards to further promote building materials and site design techniques that provide passive cooling and reduce energy demand. Upon completion of the evaluation and if needed, develop and propose appropriate updates to be reviewed, tailored, and adopted by the Planning Commission and City Council.	▶ PW/BI	▶ N/A
COM-2-E	Establish a program to assist and incentivize residential and nonresidential building owners in retrofitting existing buildings with cool roofs or green roofs, underscoring the array of co-benefits they have to offer aside from mitigating the urban heat island effect, such as reduced energy costs. As part of the program, consider developing guidelines and linking to an array of external resources for proper maintenance. This action supports implementation of the City's Housing Element Program 6.3, under which the City would amend the building ordinance to	▶ PW/BI	▶ N/A

Action #	Action	Implementing Department(s)	Implementing Partner(s)
	require buildings to exceed Title 24 standards by installing cool roofs for all new or replacement roofs,		
COM-2-F	Establish a pilot program to install cool (i.e., high albedo) pavement in select neighborhoods, partnering with technical expertise on cool pavement materials and performance monitoring, and additionally, with ACPHD to identify heat-vulnerable populations and prioritize project locations. Assuming program success and community buy-in, develop a plan to gradually expand cool pavement installation across the city, prioritizing areas with high pedestrian activity, low tree canopy, and relatively lower flood risk (i.e., areas where permeable pavement may be more appropriate).	▶ PW/ENG	▶ ACPHD
Strategy COM-3: Bolster protection for sea level rise and flooding.	**Key Indicators** N/A		
COM-3-A	Adopt a local sea level rise adaptation plan to help build resilience to permanent coastal inundation and temporary coastal flooding. Upon adoption, begin implementing plan recommendations and priority projects, and additionally, ensure that implementation and progress is monitored and assessed over time.	▶ PW/ENV	▶ N/A
COM-3-B	Partner with Adopt-a-Drain to implement a local storm drain adoption program, which will engage residents to "adopt" storm drains, keep them clear of debris, and report any issues to the City. The program will include an educational component about the importance of proper stormwater management, including safety guidance, and additionally, will inspire stewardship, community ownership, and behavior change to prevent runoff pollution and reduce localized flooding.	▶ PW/ENG ▶ PW/ENV	▶ Adopt-a-Drain
COM-3-C	Evaluate the need for more stringent minimum standards for flood protection and resilience, notably for new construction and major renovations. Specific considerations should include floor elevations, flood-resistant materials, and improved drainage systems (among others), and additionally, potential incentives for exceeding minimum standards. Depending on the outcomes of the evaluation, update the Municipal Code to incorporate new standards.	▶ PW/BI ▶ PW/ENV	▶ N/A
Strategy COM-4: Build a more sustainable food system and increase local food security.	**Key Indicators** N/A		
COM-4-A	Adopt an ordinance that clearly defines, permits, and encourages various forms of urban agriculture within the city, such as community gardens, rooftop gardens, backyard chicken keeping, and small-scale commercial urban farms. The ordinance would update zoning regulations, as needed, to explicitly allow agricultural activities in residential, commercial, and mixed-use zones, setting clear guidelines for permissible practices.	▶ CD/P&H	▶ N/A
COM-4-B	In partnership with local CBOs and where allowed by local ordinance, create and manage a network of community gardens and fruit trees throughout the city, which would involve identifying suitable public spaces, such as vacant lots or underutilized park areas, and transforming them into productive garden or fruit tree plots. Additionally, the network can be promoted to draw local volunteers to serve as garden stewards and foster a sense of community ownership. All food grown at the community gardens can be donated to local food pantries.	▶ RCS ▶ PW/ENV	▶ CBOs
COM-4-C	Launch a multilingual outreach and education campaign focused on urban agriculture and sustainable food production, offering a series of workshops, classes, and hands-on training sessions covering related topics (e.g., container gardening, seasonal planting, caring of private fruit trees, organic pest management).	▶ CMO ▶ RCS	▶ CBOs
COM-4-D	Partnering with local CBOs, organize regularly recurring community "food swap" events where residents can exchange homemade, homegrown, or foraged foods with each other to reduce food waste and foster a sense of community connectivity.	▶ CMO ▶ RCS	▶ CBOs

Action #	Action	Implementing Department(s)	Implementing Partner(s)
COM-4-E	Partner with NUSD and local private schools to further integrate food education and local food sourcing into curricula and/or voluntary extra-curricular activities (e.g., gardening clubs). The initiative will establish gardens at each school site and provide curriculum resources for teachers, and additionally, would encourage regular "taste tests" as a form of student engagement to help promote acceptance and enthusiasm for healthy, locally grown foods.	▶ CMO ▶ RCS	▶ NUSD
Strategy COM-5: Create a local economy that prioritizes green businesses.	**Key Indicators** N/A		
COM-5-A	Promote strategies to encourage local businesses to meet the requirements for and get certified by the California Green Business Network, which may include local incentives or benefits (e.g., promotional support from the City).	▶ CD/ED	▶ Green Business Network
COM-5-B	Promote green tenant leasing practices for commercial businesses to align tenant and landlord co-benefits, utilizing best practices such as those identified in the Green Tenant Toolkit developed by the Business Council on Climate Change.	▶ CD/ED	▶ N/A
COM-5-C	Partner with CBOs and businesses to develop and implement targeted outreach campaigns that raise awareness of green business products and services available to residents, emphasizing the benefits of sustainable consumption and accessibility of local green options. To support outreach, multilingual materials will be created to inform residents of where they can purchase sustainable products and services and access related information.	▶ CD/ED ▶ PW/ENV	▶ CBOs ▶ Businesses
Strategy COM-6: Provide education and outreach opportunities to help support CAN awareness and implementation.	**Key Indicators** N/A		
COM-6-A	Develop an education and outreach program that will help spread awareness and support implementation of each of the strategies and actions included in CAN. The program may identify or include both broad topics (e.g., water conservation, circular economy) and tailored engagement opportunities that are specific to each strategy and/or action. Additionally, the program will engage and/or partner with a diverse range of local stakeholders (e.g., residents, businesses, schools, CBOs).	▶ CMO ▶ PW/ENV	▶ CBOs ▶ Businesses

Notes: ABAG = Association of Bay Area Governments; AC Library = Alameda County Library; AC OES = Alameda County Office of Emergency Services; ACFD = Alameda County Fire Department; ACPHD = Alameda County Public Health Department; BayREN = Bay Area Regional Energy Network; CAN = Climate Action Newark; CBOs = community-based organizations; CD/CP = Community Development, Community Preservation; CD/ED = Community Development, Economic Development; CD/P&H = Community Development, Planning and Housing; CERT = Community Emergency Response Team; CMO = City Manager's Office; N/A = not applicable; NUSD = Newark Unified School District; PW/BI = Public Works, Building Inspection; PW/ENG = Public Works, Engineering, PW/ENV = Public Works, Environmental Services; PW/M = Public Works, Maintenance; RCS = Recreation and Community Services

Source: Compiled by Ascent in 2025.

2.6 MUNICIPAL OPERATIONS (MUN)

Table 7 MUN Strategies and Actions

Action #	Action	Implementing Department(s)	Implementing Partner(s)
Strategy MUN-1: Reduce emissions from municipal buildings and facilities.	**Key Indicators** By 2027: ▶ 100% of new municipal buildings and facilities are all electric		
MUN-1-A	Adopt a policy requiring new municipal buildings and facilities to be all-electric, starting in 2027	▶ PW/BI	▶ N/A

Action #	Action	Implementing Department(s)	Implementing Partner(s)
MUN-1-B	Develop and implement a roadmap outlining the necessary steps and timeline for electrifying existing municipal buildings and facilities, including a detailed inventory of current building systems, and a prioritized list of buildings for electrification based on factors such as age of equipment, energy use intensity, and necessary electrification measures. The roadmap should also include cost estimates, potential funding sources, and projected energy savings and GHG emissions reductions for each project.	▶ PW/BI ▶ PW/M	▶ N/A
MUN-1-C	Launch an initiative to install solar carports and battery storage systems at existing municipal parking lots to transform them into dual-purpose spaces that provide shade and generate/store clean energy. This would involve identifying suitable locations within parking lots, designing appropriate carport structures, complying with existing standards identified in the Municipal Code, and integrating EV charging stations, where feasible.	▶ PW/M	▶ N/A
MUN-1-D	Participate in Ava's Resilient Facilities Program to reduce the cost and complexity associated with developing solar microgrid and battery backup installations for municipal operations.	▶ PW/M	▶ Ava
MUN-1-E	Develop and adopt a green building policy requiring all new municipal buildings to meet or exceed LEED Gold certification standards, establishing requirements for energy-efficient design, renewable energy integration, water conservation, and sustainable materials use.	▶ CMO ▶ PW/BI ▶ PW/M	▶ N/A
MUN-1-F	Install a building energy management system (BEMS) in all municipal buildings and facilities that provides real-time monitoring and control of energy usage, allowing for optimization of heating, cooling, and lighting systems. Each BEMS will include smart sensors, automated controls, and data analytics capabilities to identify energy-saving opportunities, and implementation will involve a phased approach, starting with the largest energy-consuming buildings and facilities and gradually expanding to all facilities.	▶ PW/BI ▶ PW/M	▶ N/A
Strategy MUN-2: Minimize vehicle miles traveled for City employees.		**Key Indicators** N/A	
MUN-2-A	Explore the establishment of pre-tax fringe benefits (among other benefits) that encourage alternative forms of commuting other than driving alone, such as participating in AC Transit's EasyPass program, which would provide unlimited AC Transit bus passes to City employees.	▶ CMO	▶ AC Transit
MUN-2-B	Conduct a review of municipal buildings and facilities to identify opportunities to increase amenities that encourage biking, such as bicycle parking/storage, shelters, end-of-trip facilities (e.g., repair stands, bicycle wash stations, showers, locker rooms), and electric bicycle charging infrastructure.	▶ CMO ▶ PW/ENV	▶ N/A
Strategy MUN-3: Shift to clean municipal on-road and off-road vehicles and equipment.		**Key Indicators** N/A	
MUN-3-A	Establish and implement a plan to: (1) transition the municipal vehicle fleet to EVs and other ZEVs; and (2) scale up and provide ongoing maintenance for the infrastructure required to support a full ZEV fleet (e.g., deployment of EV charging stations at appropriate locations).	▶ CMO ▶ PW/M	▶ N/A
MUN-3-B	Establish an incentive program for contractors working on City projects to use low- or zero-emission off-road vehicles and equipment (e.g., landscaping, construction), which will offer a tiered incentive structure, with higher incentives for using zero-emission equipment. Incentives could include bid preferences, contract bonuses, or other direct financial incentives. The program may also include a recognition component where contractors who consistently use clean equipment are highlighted in City publications or at City events.	▶ CMO ▶ PW/M	▶ N/A
Strategy MUN-4: Reduce municipal water use.		**Key Indicators** By 2028: ▶ 100% conversion of irrigated nonfunctional turfgrass	

Action #	Action	Implementing Department(s)	Implementing Partner(s)
MUN-4-A	Continue phasing out the irrigation of nonfunctional turfgrass with potable water on municipal property through means such as replacing water-intensive landscaping with native, drought-tolerant plants and/or permeable hardscaping. Ensure full compliance with AB 1572 by 2028.	▶ PW/M	▶ N/A
MUN-4-B	Develop a water-efficient vehicle washing policy for all municipal vehicles that requires the use of water-saving techniques, such as high pressure, low-flow nozzles, and the capture and reuse of recycled water where feasible.	▶ CMO ▶ PW/M	▶ N/A
MUN-4-C	Upgrade all municipal irrigation systems to smart, weather-based systems that use real-time weather data and soil moisture sensors to optimize watering schedules and reduce overwatering, and additionally, develop a maintenance and monitoring program to ensure long-term efficiency.	▶ PW/M	▶ N/A
MUN-4-D	Conduct periodic water use audits for all municipal buildings and facilities, which will help to identify leaks, inefficient fixtures, and opportunities for water reuse. Based on annual audit results, develop a list of water-saving upgrades and needed operational changes.	▶ PW/M	▶ N/A
Strategy MUN-5: Practice sustainable waste management for municipal operations.	**Key Indicators** N/A		
MUN-5-A	Conduct a review of existing municipal operational practices to identify and implement practices to avoid waste generation, which may be accompanied by training for City employees to maximize avoidance of waste generation and conducting periodic waste audits to measure the success of existing efforts and inform potential changes to policies and procedures, as necessary.	▶ PW/M	▶ N/A
MUN-5-B	Increase recycling and organic waste diversion at all municipal buildings and facilities by inventorying and identifying needs for additional recycling and food waste bins and appropriate signage to inform and educate employees and the public on proper waste disposal and recycling.	▶ PW/M	▶ N/A
Strategy MUN-6: Protect municipal assets from climate hazards.	**Key Indicators** N/A		
MUN-6-A	Conduct a comprehensive climate change vulnerability assessment specific to municipal assets and planned capital projects, and based on findings, develop a prioritized list of municipal assets requiring climate adaptation interventions.	▶ PW/CIP ▶ PW/ENG ▶ PW/ENV	▶ N/A
MUN-6-B	Retrofit existing municipal buildings and facilities to improve their resilience to climate hazards (e.g., extreme heat, flooding). Determine and implement solutions that are feasible and tailored for each building or facility (e.g., extreme heat measures may include installing cool/green roofs, enhancing insulation, and incorporating additional passive cooling design elements; floodproofing measures may include elevating critical systems, installing flood barriers, or incorporating flood-resistant materials).	▶ PW/M	▶ N/A
MUN-6-C	Develop a policy mandating the consideration of future climate projections in capital projects that includes a checklist of resilience measures to be considered for different types of projects (e.g., street and park construction and rehabilitation projects, construction and/or repairs to municipal facilities, major equipment replacement purchases).	▶ CMO ▶ PW/CIP	▶ N/A

Notes: AB = Assembly Bill; AC Transit = Alameda-Contra Costa Transit District; Ava = Ava Community Energy; CMO = City Manager's Office; GHG = greenhouse gas; EV = electric vehicle; N/A = not applicable; PW/BI = Public Works, Building Inspection; PW/CIP = Public Works, Capital Improvement Program; PW/ENV = Public Works, Environmental Services; PW/M = Public Works, Maintenance; ZEV = zero-emission vehicle.

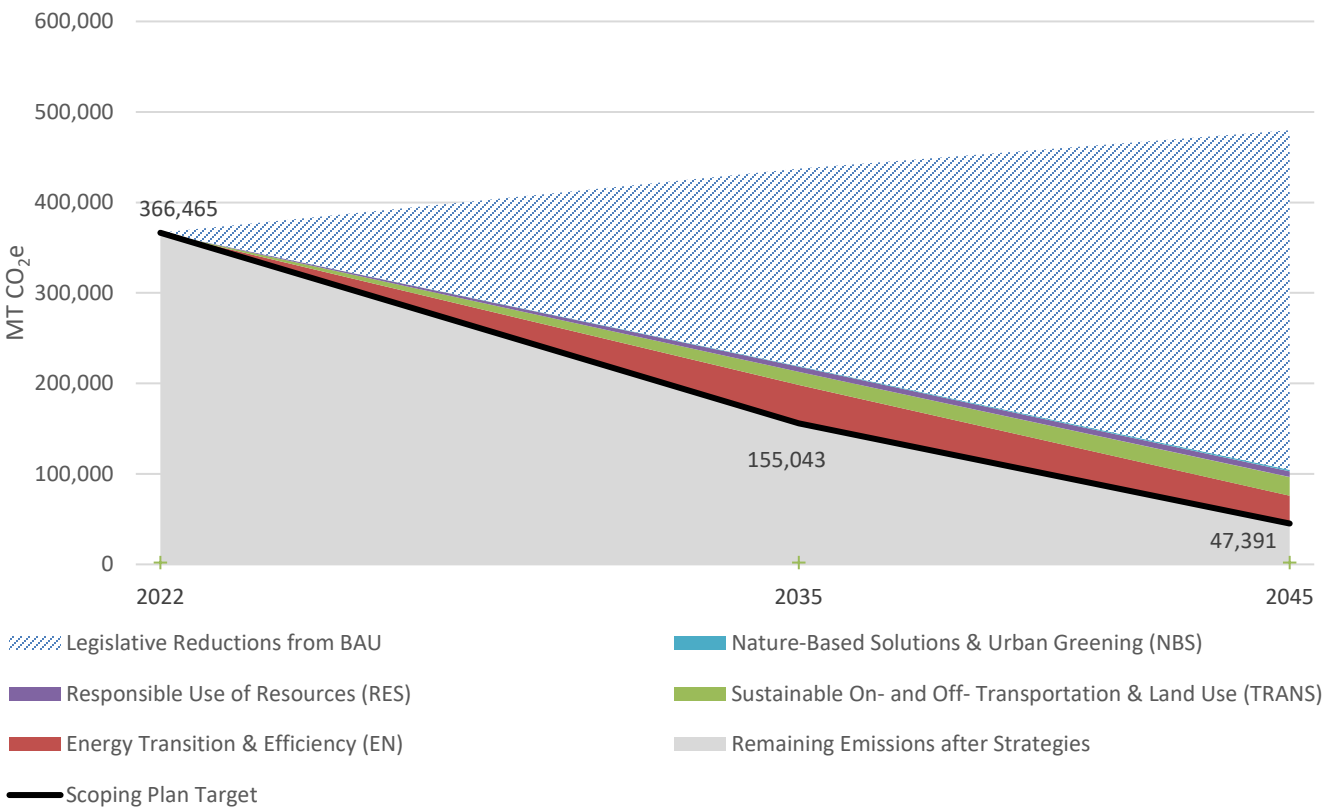
Source: Compiled by Ascent in 2025.

3 GREENHOUSE GAS EMISSIONS REDUCTIONS SUMMARY

The total estimated GHG emissions reductions from all quantified strategies would be 64,230 $MTCO_2e$ in 2035 and 57,050 $MTCO_2e$ in 2045. This would result in total GHG emissions of 155,678 $MTCO_2e$ in 2035 and 45,139 $MTCO_2e$ in 2045. The total estimated reductions from all proposed GHG reduction measures would be sufficient to meet the emissions reduction target set for 2035, but would fall short of the target set for 2045 by 2,251 $MTCO_2e$. Although the 2045 target would not be achieved based on the estimated GHG reductions, the proposed measures would reduce the city's emissions by nearly 87 percent below what they would have been in 2045, and the 2045 remaining emissions would achieve nearly 96 percent of the Scoping Plan target.

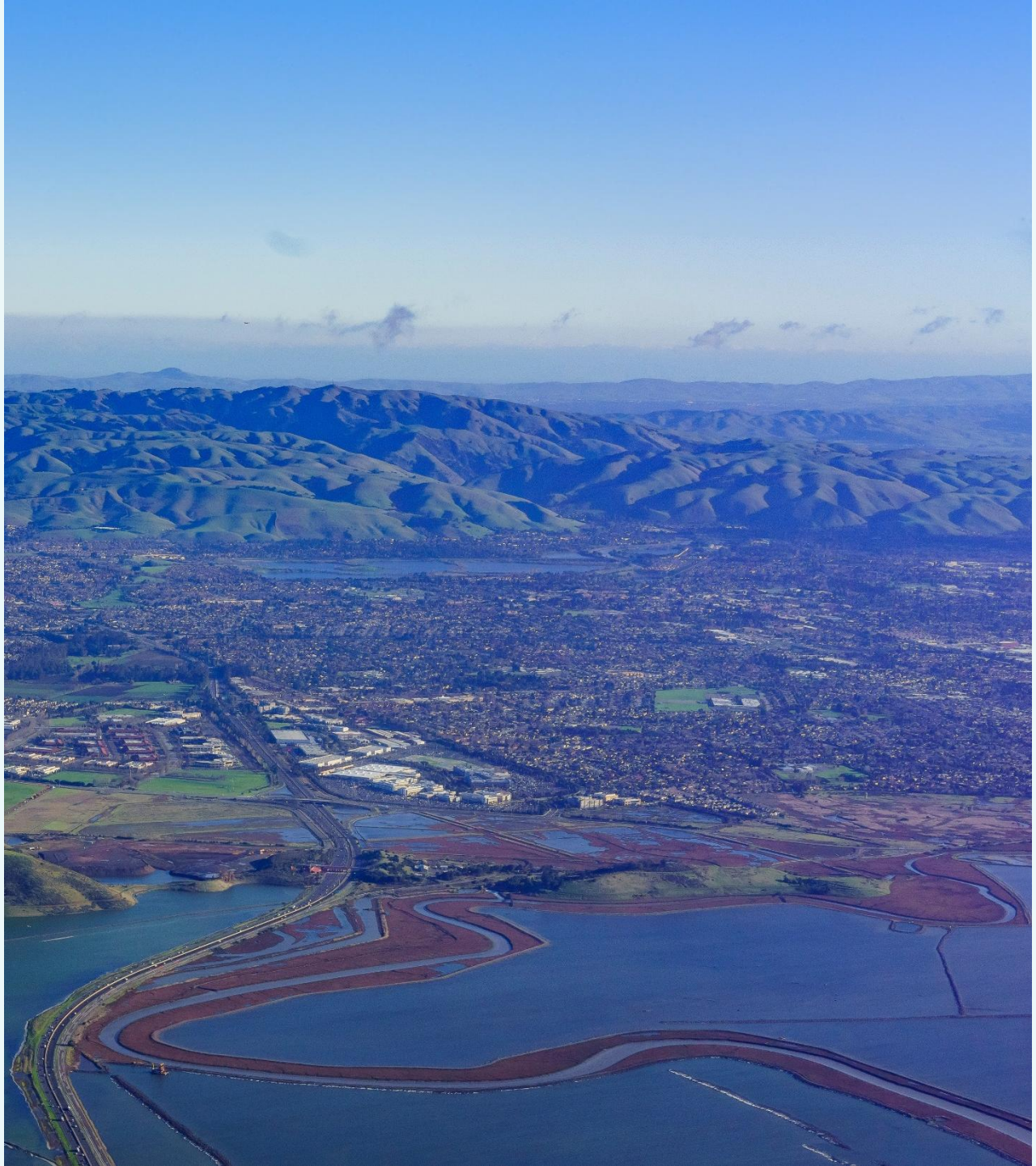
Figure 1 shows the GHG reductions achieved by the proposed measures, organized by the sectors used for the inventories and forecasts (note: the nonresidential and residential building energy sectors have been combined). It demonstrates Newark's emissions with GHG reduction measures and the anticipated achievement of the 2035 target. Additionally, Newark's emissions closely approach the 2045 target, despite not meeting it precisely. Due to scale, Figure 1 does not display the 2,251 $MTCO_2e$ difference between the city's remaining emissions after strategies and the Scoping Plan target.

Figure 1 Newark Legislative-Adjusted BAU Emissions Forecast with Reductions Anticipated by Proposed GHG Reduction Strategies



Notes: BAU = business-as-usual; GHG = greenhouse gas; $MTCO_2e$ = metric tons of carbon dioxide equivalent.

Source: Calculations conducted by Ascent in 2025.



We CAN
Climate Action Newark

Climate Action Plan Update

Presented to Newark City Council

June 26, 2025

It is our Mission to Serve and Partner with our Community to Continually Enhance the Quality of Life of Everyone in Newark.

NEWARK
california

Project Overview

Objectives, Principles, Schedule

Project Overview and Objectives

- Comprehensively update Newark's 2010 CAP
- Align with State GHG reduction targets
- Address climate mitigation and adaptation

- Build upon ongoing City initiatives
- Engage the community
- Provide implementation direction to staff

Guiding Principles

Ambitious. CAN strategies will be ambitious and serve to “move the needle” in reducing GHGs and support community resilience.

Realistic. While CAN strategies will be ambitious, their implementation will be realistic and attainable, given local capacity.

Collaborative. Implementing the CAN strategies will require collaboration and involvement from multiple city departments, the broader community, and other stakeholders.

Comprehensive. CAN strategies will span a range of sectors within the city and support broader regional initiatives.

Fair. CAN strategies will enact solutions that equitably address the sources and risks of climate change and will share the costs and benefits of action across the city.

Beneficial. CAN strategies aim to improve the city’s livability and the well-being of all community members.

Specific. CAN strategies will be as specific as possible, either through the language of the strategies themselves and/or through a suite of later-determined implementation details. Implementation details may include lead and supporting actors, implementing mechanisms, and potential funding sources, among others. Additionally, proposed strategies will be locally relevant, deliver local benefits, and support local priorities.

Evidence-Based. CAN strategies will reflect evidence-based knowledge and local understanding and be informed by empirical inputs (e.g., GHG inventory and forecasts).

Transparent. Following an open decision-making process, the implementation of CAN strategies will be tracked, reported on, and evaluated over time to determine any necessary updates or revisions to strategies.

Co-Benefits

COMMUNITY COST SAVINGS

EQUITY

ENVIRONMENTAL QUALITY

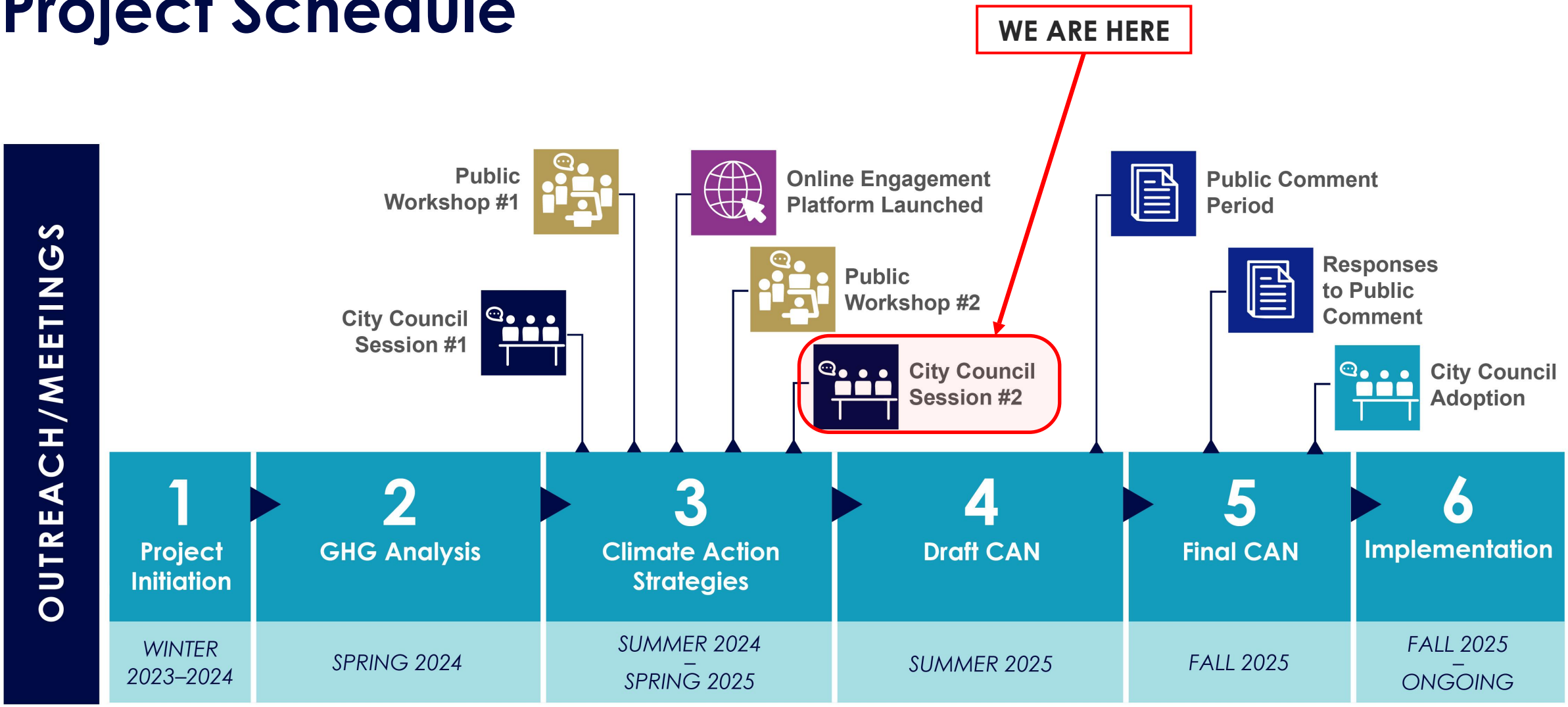
IMPROVE PUBLIC HEALTH

ECONOMIC DEVELOPMENT

ADAPTATION/ RESILIENCE

RESOURCE CONSERVATION

Project Schedule



Community Engagement

Community Engagement

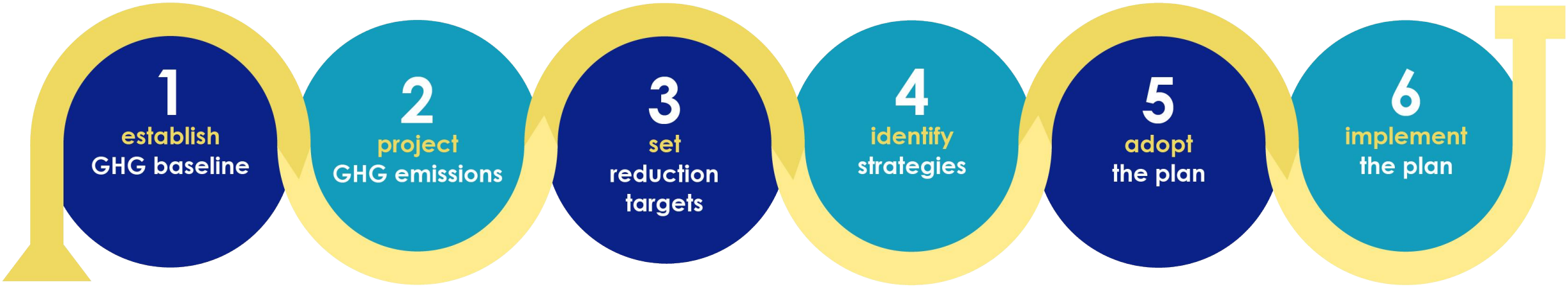
- Workshop #1: September 25, 2024
- Project Website Launched: February 17, 2025
- Workshop #2: April 17, 2025

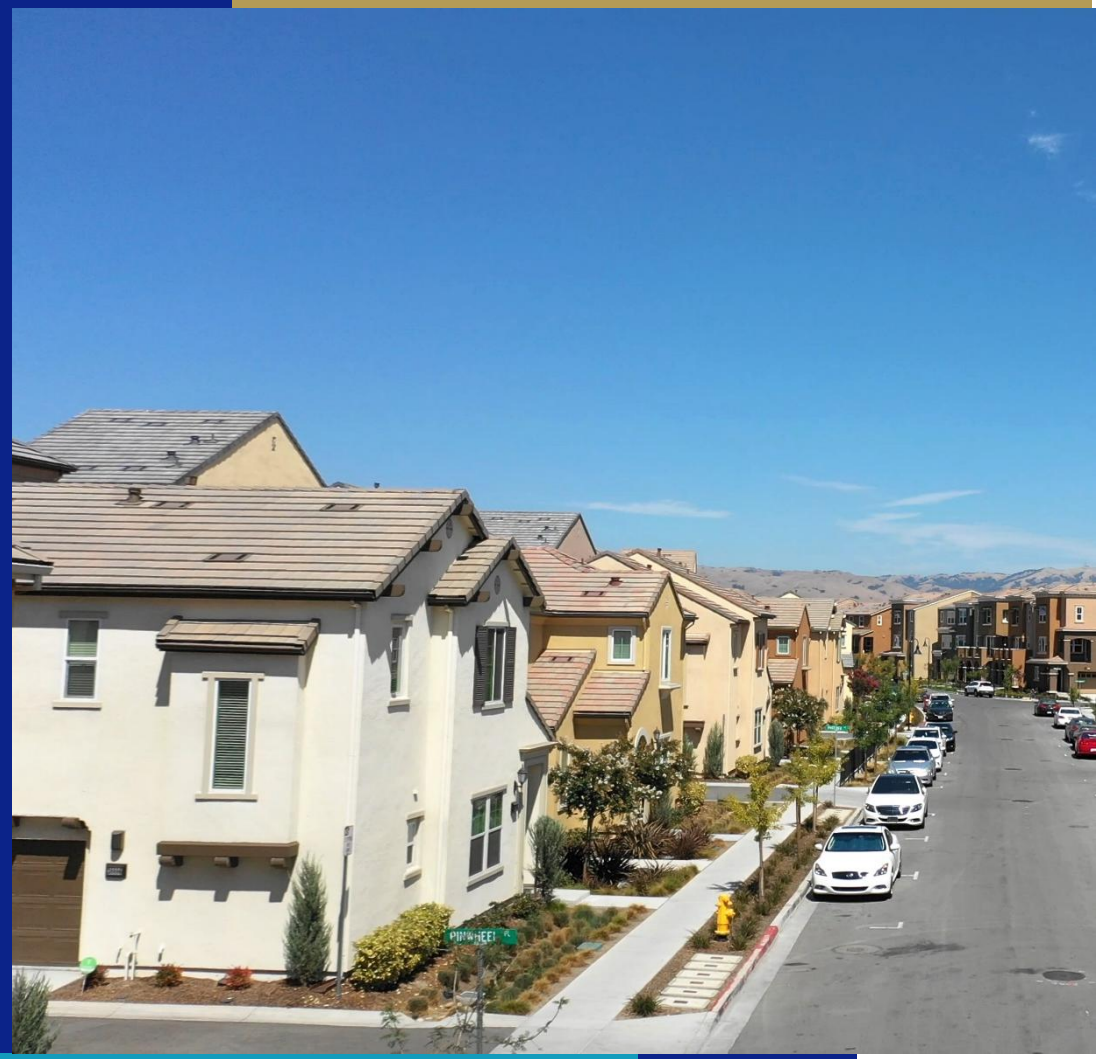
Climate Mitigation

Reducing greenhouse gas emissions

Climate Mitigation Process

- 2022 communitywide inventory
- Emissions forecasts through 2045
- Newark-specific reduction targets in alignment with State-adopted targets
- New strategies and actions to reduce emissions and achieve targets





Recap of GHG Reduction Targets

Newark's fair share of statewide targets, based on 2022 GHG inventory

- **2035: 58% below 2022 levels**
- **2045: 88% below 2022 levels**

“Gap” Between Legislative Reductions and Targets

Estimated emissions after accounting for state and federal legislation.

The “gap” between estimated emissions and Newark’s GHG reduction targets.

Year	GHG Emissions ($MTCO_2e$)		
	Emissions After Legislation	Target Emissions	Remaining Emissions to Reduce
2035	219,273	155,678	63,595
2045	104,440	45,139	59,301

Strategy and Action Framework

- **Focus Areas:** common themes found throughout all strategies that encompass the emissions sectors
- **Strategies**: overarching categories for reducing emissions and adapting to climate change
- **Actions**: Tangible steps the City will take to implement strategies

Focus Areas

- Energy Transition and Efficiency
- Sustainable On- and Off-Road Transportation and Land Use
- Responsible Use of Resources
- Nature-Based Solutions and Urban Greening
- Community Capacity and Resilience
- Municipal Operations

Energy Transition & Efficiency (EN)

Strategies

- EN-1: Electrify and decarbonize the city's building stock.
- EN-2: Expand clean energy generation and use.
- EN-3: Promote energy efficiency and reduce energy consumption.

Key Indicators

- Percent of existing buildings fully electrified
- Percent of carbon-free electricity use

Sustainable On- and Off-Road Transportation & Land Use (TR)

Strategies

- TR-1: Make active transportation the preferred method of getting around, where feasible.
- TR-2: Increase the safety, accessibility, and reliability of public transit.
- TR-3: Expand and encourage shared mobility options.

Key Indicators

- Increase in transit service miles/hours
- Increase in transit service frequency

Sustainable On- and Off-Road Transportation & Land Use (TR) (cont.)

Strategies

- TR-4: Accelerate the adoption of zero-emission vehicles.
- TR-5: Prioritize sustainable land use by increasing residential density, supporting a diversity of land uses, and implementing transportation demand management strategies.
- TR-6: Reduce emissions associated with off-road transportation and equipment.

Key Indicators

- Percent of vehicles that are EVs or PHEVs
- Percent of employers participating in transportation demand management programs
- Percent of zero-emission construction equipment
- Percent of zero-emission landscaping equipment

Responsible Use of Resources (RES)

Strategies

- RES-1: Expand the practice of circular economy principles that promote the reuse, repair, and recycling of goods and materials.
- RES-2: Promote responsible organic and inorganic waste management and reduction practices.
- RES-3: Prioritize water-wise practices and technologies that minimize consumption across the city.

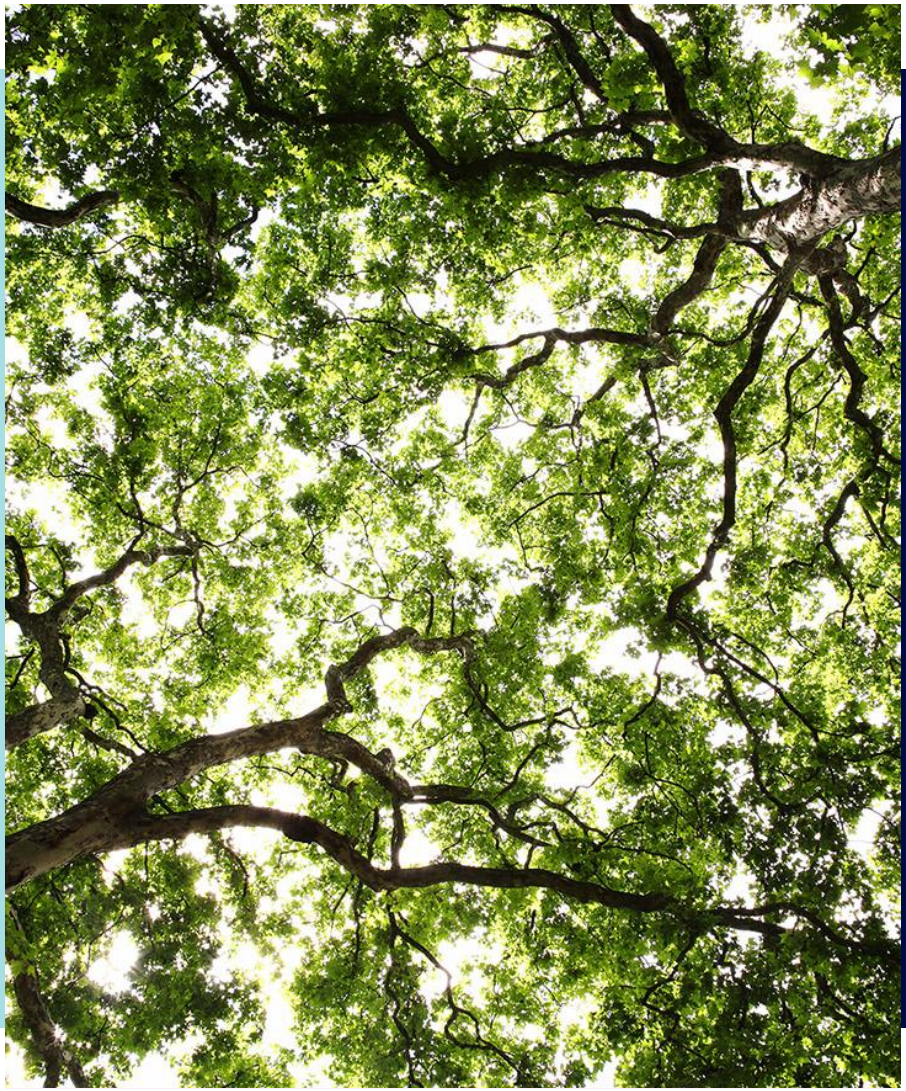
Key Indicators

- Percent of waste diverted from landfills
- Percent reduction in water consumption

Nature-Based Solutions & Urban Greening (NBS)

Strategies

- NBS-1: Maintain and expand the city's urban tree canopy.
- NBS-2: Integrate green stormwater infrastructure throughout the city.
- NBS-3: Protect, restore, and enhance natural areas, wetlands, and ecosystems.
- NBS-4: Promote sustainable landscaping practices that support native vegetation and pollinator habitats.



Key Indicators

- Percent of priority landscapes with tree canopy
- Acres of protected or restored habitat

Community Capacity & Resilience (COM)

Strategies

- COM-1: Improve climate and emergency preparedness.
- COM-2: Reduce exposure to extreme heat and mitigate the urban heat island effect.
- COM-3: Bolster protection for sea level rise and flooding.

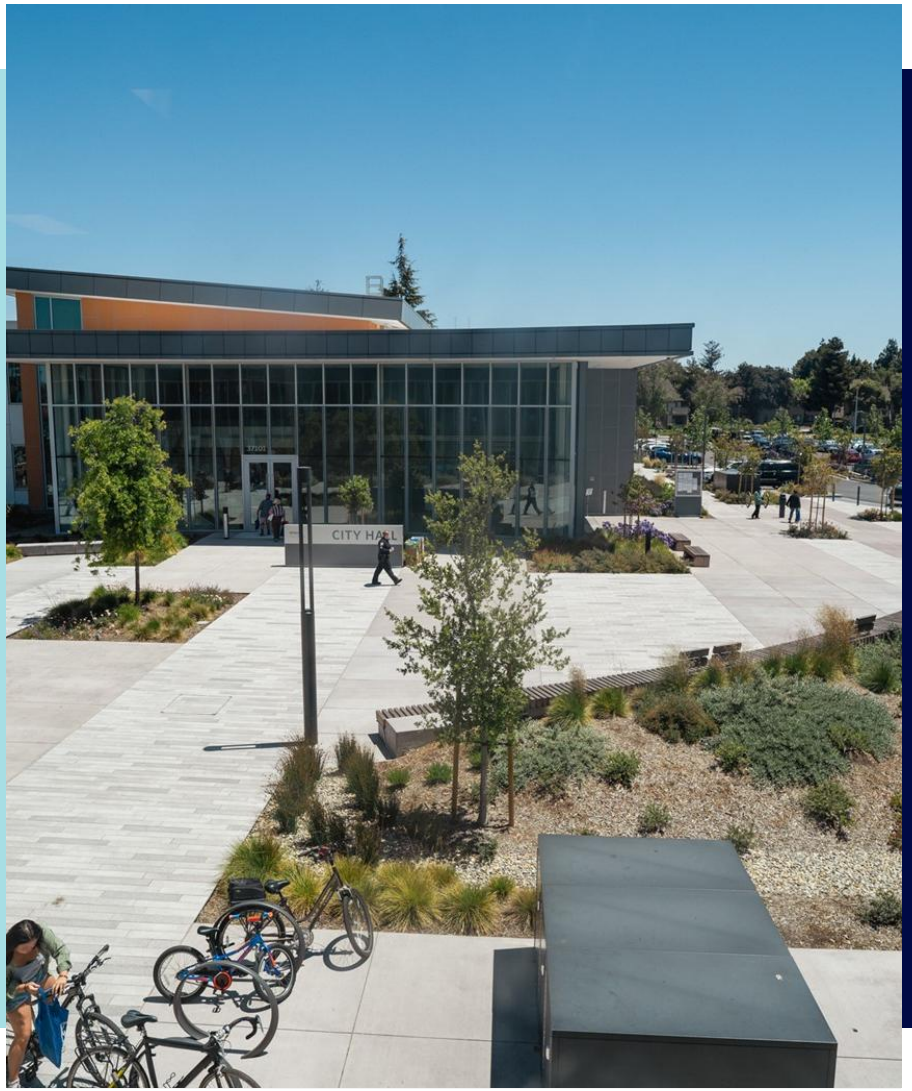
Strategies (cont.)

- COM-4: Build a more sustainable food system and increase local food security.
- COM-5: Create a local economy that prioritizes green businesses.
- COM-6: Provide education and outreach opportunities to help support CAN awareness and implementation

Municipal Operations (MUN)

Strategies

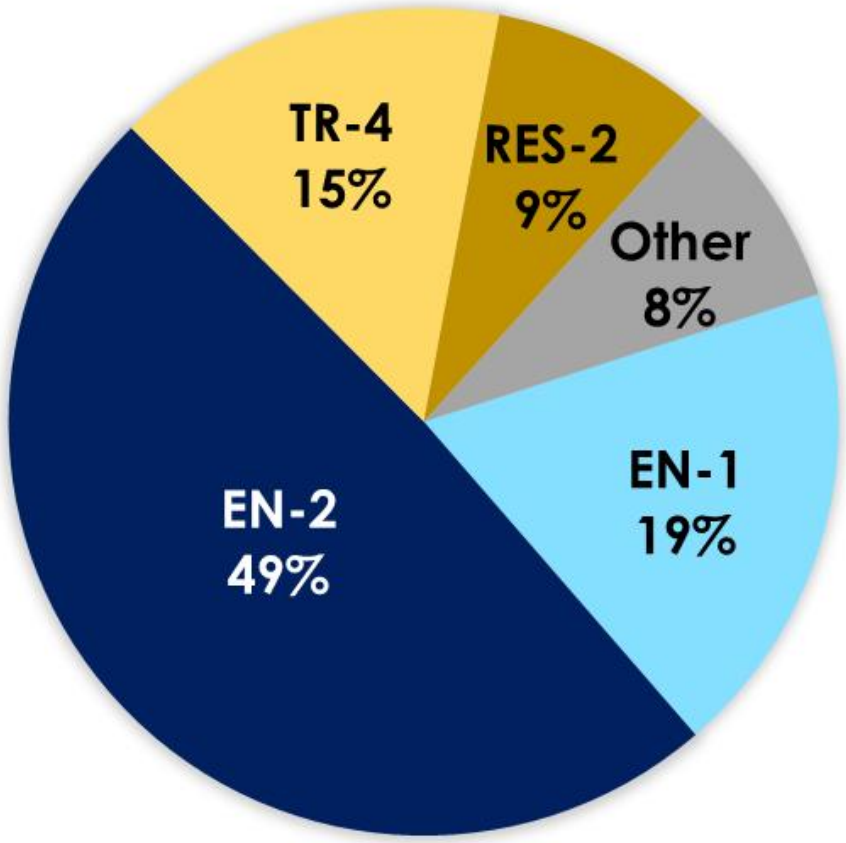
- MUN-1: Reduce emissions from municipal buildings and facilities.
- MUN-2: Minimize vehicle miles traveled for City employees.
- MUN-3: Shift to clean municipal on-road and off-road vehicles and equipment.



Strategies (cont.)

- MUN-4: Reduce municipal water use.
- MUN-5: Practice sustainable waste management for municipal operations.
- MUN-6: Protect municipal assets from climate hazards.

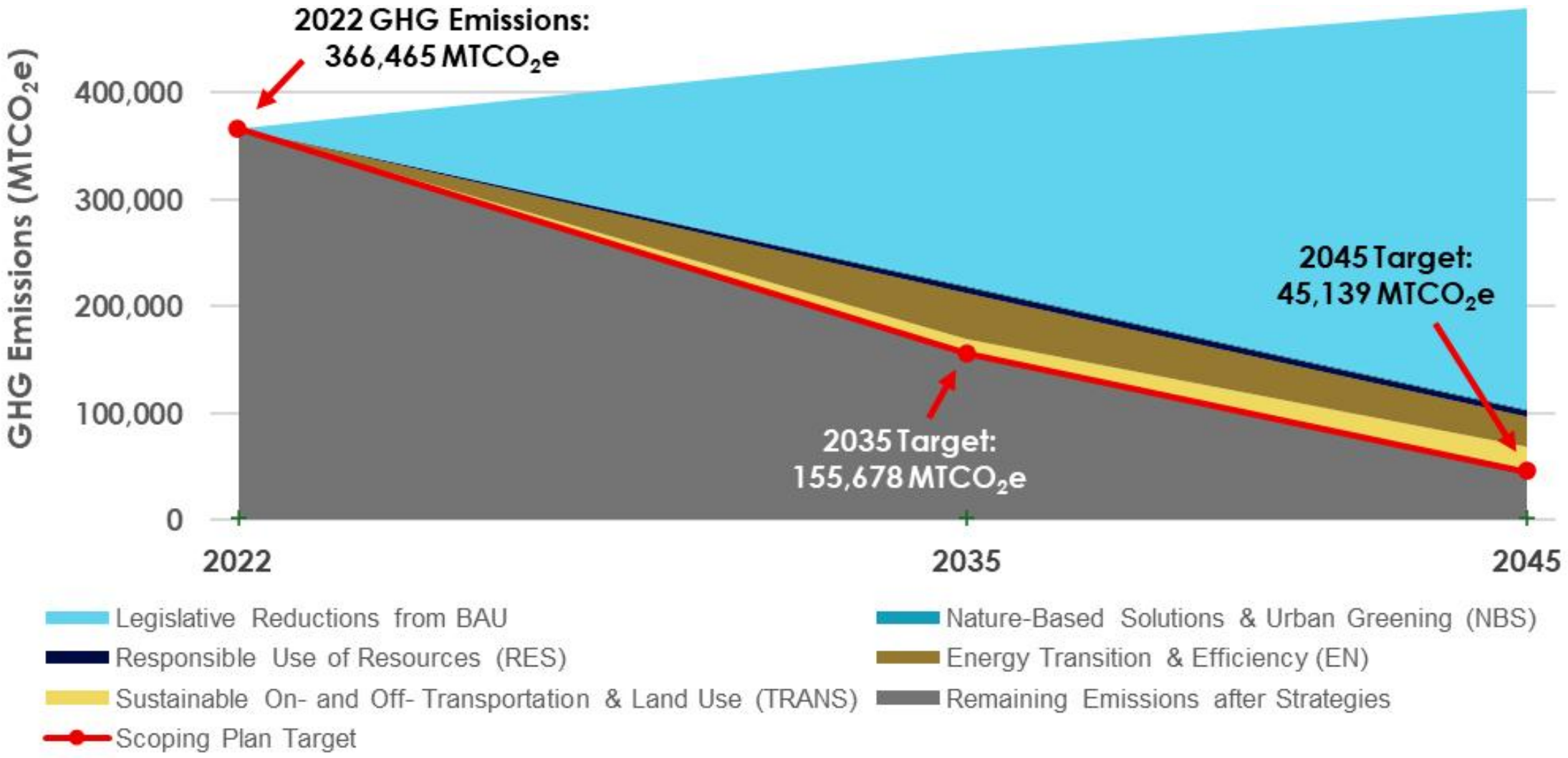
Estimated Emissions Reductions



*There are **28** strategies and **95** actions.*

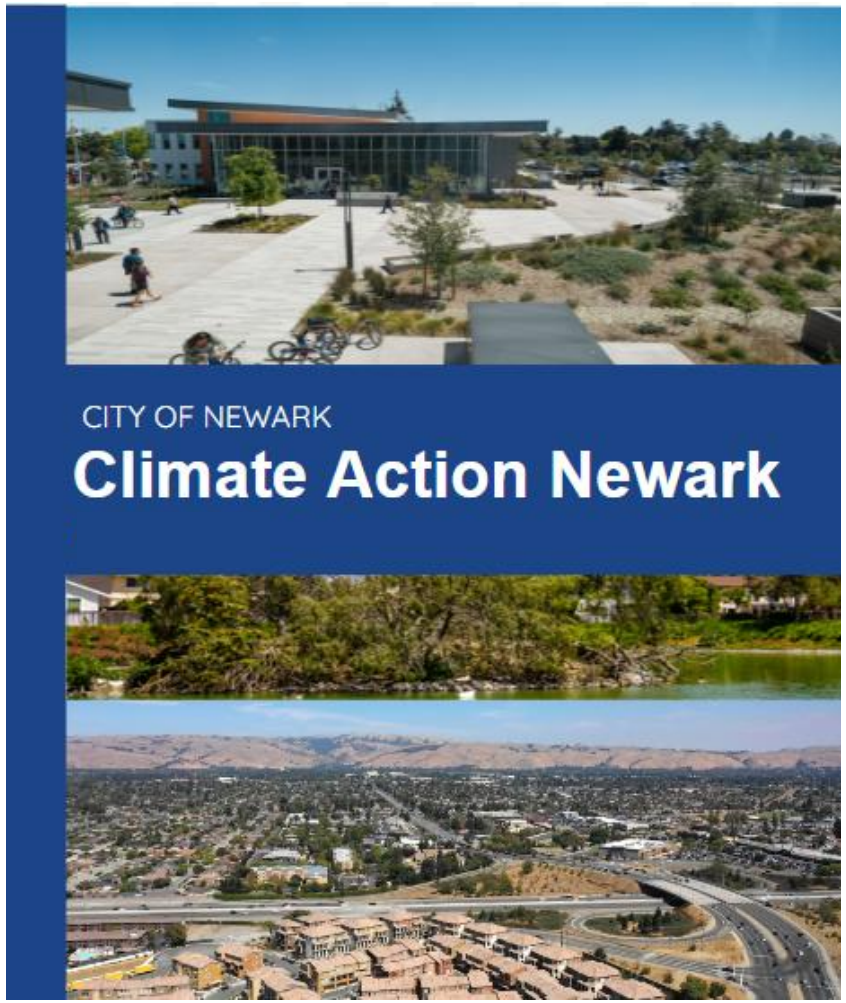
Of these, four strategies are responsible for 91% of emissions reductions.

Emissions Reductions from Legislation and CAN Strategies



Next Steps

- CAN will be released for public review.
- Staff will develop an implementation plan for near-term strategies and actions.
- Staff will bring back final CAN and implementation plan for City Council adoption.



Thank You

STAFF REPORT

Item F. 2.

DATE	06/26/2025
TO	Honorable Mayor and City Council Members
FROM	Krysten Lee, Finance Director
SUBJECT	Adopt a resolution designating the Measure GG Oversight Committee to review the expenditures of revenue from the Transient Occupancy Tax pursuant to Ordinance No. 553 and approving the Mayor's appointments to the Measure GG Oversight Committee

SUMMARY AND RECOMMENDATION

On November 5, 2024, Newark voters approved Measure LL, increasing the Transient Occupancy Tax (TOT) rate from 10% to 14%. An independent community oversight committee must be established to ensure public accountability in the use of the new tax revenue. Therefore, staff recommends that the City Council consider adopting a resolution:

1. Designating the Measure GG Oversight Committee to review the expenditures of revenues from the transient occupancy tax (Measure LL) in accordance with Ordinance No. 553; and
2. Appointing the existing and newly appointed Measure GG Oversight Committee members.

BACKGROUND

Ordinance No. 553 codified the voter-approved Transient Occupancy Tax (TOT) rate increase from 10% to 14% commonly referred to as Measure LL. The ordinance directs City Council to establish an independent community oversight committee by July 1, 2025, to ensure public accountability in the use of the new tax revenue.

Pursuant to Section 3.16.160 of the Newark Municipal Code, this committee must be appointed by the Mayor and confirmed by the City Council. Committee duties include reviewing TOT revenues and expenditures and ensuring funds are spent in alignment with voter-approved priorities such as public safety, infrastructure, emergency response, and recreation.

The existing Measure GG Oversight Committee, established to oversee the one-half percent transactions and use tax (sales tax) revenues, serves a similar fiscal oversight role and meets annually with support from the Finance Director and City Clerk's Office.

DISCUSSION/ANALYSIS

The City currently has three vacancies on the Measure GG Oversight Committee. Two of the terms expire on April 12, 2026 (Elizabeth Macris and Jacinta Arteaga resigned) and one term expired on April 12, 2025 (Roy Patrick Pereira did not seek reappointment).

After a recruitment process initiated by the City Clerk's Office, applications were received from Hemant Malhotra, Jason Miguel, Olga Borjon, Daniel Cardenas, Taranjit Singh Gujral, Lucia Gutierrez, Vinod Kumar, Nadia Dhillon, and Joanne Rodrigues.

The applicants were interviewed by the Mayor, and the Mayor selected Vinod Kumar and Daniel Cardenas for the terms that expire on April 12, 2026, and Taranjit Singh Gujral for the term that expires on April 12, 2029.

To promote efficiency, maintain continuity, and fulfill the legal requirements under Measure LL, staff recommend that the existing Measure GG Oversight Committee increase its functions and duties to perform the necessary oversight required by Measure LL. This model streamlines governance, eliminates the need for a separate application process, and supports strong alignment across both oversight functions.

This approach was discussed and recommended through interdepartmental coordination involving the City Manager, City Attorney, City Clerk, and Finance Director. In addition:

- Committee meetings will continue to be scheduled annually, ideally between March and April, to align with audit and reporting timelines;
- Meetings will continue to be staffed by the Finance Director or designee;
- Separate agenda items will be presented for each measure to ensure transparency in discussion and reporting.

These increased obligations of one singular oversight committee mirror best practices in municipal financial governance and support Newark's commitment to fiscal transparency and resident engagement.

FISCAL IMPACT

There is no fiscal impact associated with this action. All administrative and liaison responsibilities will be performed using existing staff resources.

REVIEW AND APPROVAL

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

Attachments

Resolution - Measure GG Oversight Committee Revised Duties

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK DESIGNATING THE MEASURE GG OVERSIGHT COMMITTEE TO REVIEW THE EXPENDITURES OF REVENUE FROM THE TRANSIENT OCCUPANCY TAX PURSUANT TO ORDINANCE NO. 553 AND APPROVING THE MAYOR'S APPOINTMENTS TO THE MEASURE GG OVERSIGHT COMMITTEE

WHEREAS, on November 5, 2024, the voters of the City of Newark approved Measure LL, increasing the Transient Occupancy Tax (TOT) rate from 10% to 14%; and

WHEREAS, Ordinance No. 553, codifying the voter-approved TOT increase, requires the establishment of an independent community oversight committee by July 1, 2025, to ensure transparency and accountability in the use of Measure LL revenues; and

WHEREAS, Section 3.16.160 of the Newark Municipal Code provides that members of the oversight committee shall be appointed by the Mayor and confirmed by the City Council; and

WHEREAS, the City has an existing Measure GG Oversight Committee (the Committee) to review the expenditure of the revenue from the Measure GG transactions and use tax codified in Newark Municipal Code Chapter 3.14; and

WHEREAS, the City Council wishes to have the Committee perform the necessary independent citizens oversight required by Measure LL as codified in Newark Municipal Code Chapter 3.16; and

WHEREAS, these duties include reviewing the revenue and expenditure from Measure LL; and

WHEREAS, the City Clerk's Office conducted a recruitment process to fill three vacancies on the Committee and applications from Hemant Malhotra, Jason Miguel, Olga Borjon, Daniel Cardenas, Taranjit Singh Gujral, Lucia Gutierrez, Vinod Kumar, Nadia Dhillon, and Joanne Rodrigues, were reviewed and interviews conducted by the Mayor; and

WHEREAS, the Mayor has appointed Vinod Kumar and Daniel Cardenas to the Committee for terms expiring on April 12, 2026, and Taranjit Singh Gujral to the Committee for a term that expires on April 12, 2029; and

WHEREAS, the Committee will perform the necessary independent community oversight required by both Measure GG and Measure LL to ensure consistency, efficiency, and strong alignment of oversight duties.

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

1. The City Council hereby modifies the duties of the Committee to include the necessary independent community oversight required by Measure LL pursuant to Ordinance No. 553 and Newark Municipal Code Section 3.16.160.

2. The City Council approves the Mayor's appointments of Vinod Kumar and Daniel Cardenas for terms expiring on April 12, 2026, and Taranjit Singh Gujral for a term that expires on April 12, 2029, to the Committee.

3. The Committee shall continue to hold annual meetings staffed by the Finance Director or designee.

4. The Committee, with the assistance of the Finance Director or designee, is authorized to amend the Measure GG bylaws to reflect the additional duties and as otherwise necessary to conform to this Resolution.

5. This Resolution shall take effect immediately upon its adoption.

STAFF REPORT

Item F. 3.

DATE	06/26/2025
TO	Honorable Mayor and City Council Members
FROM	Kristopher Kokotaylo, City Attorney
SUBJECT	Adopt resolutions approving: 1) The Memorandum of Understanding with the Newark Association of Miscellaneous Employees; 2) The Memorandum of Understanding with the Newark Police Association; 3) The Compensation and Benefit Plan for the Confidential Employee Group; 4) The Compensation and Benefit Plan for the Management, Supervisory, and Professional Employee Group; and 5) An amendment to the City's salary schedule in conformance with California Code of Regulations, Title 2, Section 570.5

SUMMARY AND RECOMMENDATION

The current memoranda of understanding (MOUs) with the Newark Association of Miscellaneous Employees (NAME) and the Newark Police Association (NPA) expire on June 30, 2022. City representatives met and conferred in good faith with the representatives of NAME and NPA and have reached tentative agreements for successor MOUs as further outlined below. Staff recommends City Council approval of resolutions approving the memoranda of understanding.

Additionally, staff recommends approval of resolutions approving revised compensation and benefit plans (CBPs) for employees subject to the CBPs for the Management, Supervisory, and Professional Employee Group (MSPEG) and the Confidential Employee Group (CEG) as further outlined below.

Finally, staff recommends adopting a resolution to amend the City's Salary Schedule in conformance with California Code of Regulations, Title 2, Section 570.5 to include the salary adjustments provided for in the aforementioned MOUs and CBPs and the City Manager Employment Agreement.

BACKGROUND

The City is a party to two existing MOUs with NAME and NPA, respectively. The NAME MOU covers the period of July 1, 2022 through June 30, 2025. The NPA MOU covers the period of July 1, 2019 through June 30, 2025. In advance of the expiration of the existing MOUs, staff has been negotiating in good faith for successor MOUs with both NAME and NPA. The City has reached tentative agreements on matters related to

wages, hours, and other terms and conditions of employment with NAME and NPA, consistent with authority provided by City Council.

Concurrently with negotiations, staff analyzed the existing MSPEG and CEG CBPs and recommends revisions to those plans.

DISCUSSION/ANALYSIS

Below is a summary of relevant provisions of the proposed MOUs, CBPs, and the amendment to the City's salary schedule.

NAME MOU:

The City and NAME have been negotiating a successor to the existing MOU over multiple months. The proposed MOU with NAME is for a three-year period from July 1, 2022 through June 30, 2025. The members of NAME ratified the proposed MOU on May 28, 2025 .

The proposed MOU includes the following new significant provisions:

General Salary Increase and Other Compensation:

- An adjustment to classifications that are at least two cents below a five percent increase from the previous step in order to attain a five percent differential between the salary steps.
- A four percent (4.0%) general salary increase on July 1, 2025, and three and one-half percent (3.5%) salary increases on July 1, 2026 and July 1, 2027 for a cumulative eleven percent (11.0%) general salary increase over the term of the MOU.
- A one-time lump sum payment of $1,000 to each association member and an additional $1,000 payment to association members with 15 or more years of service of as July 1, 2025.

Cafeteria Plan for Medical, Dental, and Vision Insurance:

- Increases of ten percent (10%) on January 1, 2026, and five percent (5%) on January 1, 2027 and January 1, 2028 to the City's contributions to each eligible NAME employee's cafeteria plan for use towards medical, dental and vision insurance, as well as pro-ration of the plan benefits for regular, permanent staff working less than 30 hours per week, an amount equal to the following:

Effective for the 2025 plan year:

For Regular, Full-Time and Regular Part-Time 30-35 hour employees:

Employee Only: $932
Employee + 1 Dependent: $1,862
Employee + 2 or more Dependents: $2,460

For Regular Part-Time Employees working 20-25 hours:
Employee Only: $466 - $582
Employee + 1 Dependent: $931 - $1,164
Employee + 2 or more Dependents: $1,230 - $1,537

Effective for the 2026 plan year:

For Regular, Full-Time and Regular Part-Time 30-35 hour employees:
Employee Only: $1,026
Employee + 1 Dependent: $2,049
Employee + 2 or more Dependents: $2,706

For Regular Part-Time Employees working 20-25 hours:
Employee Only: $513 - $641
Employee + 1 Dependent: $1,025 - $1,281
Employee + 2 or more Dependents: $1,353 - $1,691

Effective for the 2027 plan year:

For Regular, Full-Time and Regular Part-Time 30-35 hour employees:
Employee Only: $1,077
Employee + 1 Dependent: $2,151
Employee + 2 or more Dependents: $2,842

For Regular Part-Time Employees working 20-25 hours:
Employee Only: $539 - $673
Employee + 1 Dependent: $1,076- $1,344
Employee + 2 or more Dependents: $1,421 - $1,776

Effective for the 2028 plan year:

For Regular, Full-Time and Regular Part-Time 30-35 hour employees:
Employee Only: $1,131
Employee + 1 Dependent: $2,259
Employee + 2 or more Dependents: $2,985

For Regular Part-Time Employees working 20-25 hours:
Employee Only: $566 - $707
Employee + 1 Dependent: $1,130 - $1,412
Employee + 2 or more Dependents: $1,493 - $1,866

Other Miscellaneous Revisions:

- Unscheduled overtime will now provide four-hour minimum hours of work for all unscheduled overtime (previously three- and four-hour minimums applied depending on the time of day and if the day was a holiday or scheduled day off).
- The City will observe June 19, Juneteenth, as a paid holiday.
- The bereavement leave policy was updated to include reproductive loss leave.

NPA MOU:

The City and NPA have been negotiating a successor to the existing MOU over multiple months.

The proposed MOU with NPA is for a three-year period from July 1, 2025, through June 30, 2028. The members of NPA ratified the proposed MOU on June 11, 2025.

The MOU includes the following new significant provisions:

General Salary Increase and Other Compensation:

- NPA employees will receive the same general salary increase provided to NAME employees.
- In addition the general salary increase provided to NAME employees, a one-time supplemental base wage adjustment will be provided to first responders (sworn officers and dispatch personnel). They will receive an additional three percent (3.0%) increase on July 1, 2025, and one and one-half percent (1.5%) salary increases on July 1, 2026 and July 1, 2027 for a cumulative seventeen percent (17.0%) general salary increase over the term of the MOU.
- Certificate Incentive Pay will increase from 7% to 10% for P.O.S.T. Advanced Certificates earned by Police Officers and Police Sergeants.
- Certificate Incentive Pay for dispatch personnel will increase from 2.5% to 3.5% for P.O.S.T. Intermediate Certificates and from 3.5% to 7% for P.O.S.T. Advanced Certificates.

Cafeteria Plan for Medical, Dental and Vision Insurance:

- The NPA MOU provides for the same benefits to NPA employees as provided to each eligible NAME employee's cafeteria plan for use towards medical, dental and vision insurance.

Other Miscellaneous Revisions:

- The 1.5% employee cost share of the employer's cost of the CalPERS pension benefit for Sworn PEPRA members will be eliminated after CalPERS approves a contract amendment.
- The Sick Leave Incentive Program is eliminated.
- The City will observe June 19, Juneteenth, as a paid holiday.
- The bereavement leave policy was updated to include reproductive loss leave.

Management, Supervisory, and Professional Employee Group (MSPEG):

The City Council adopted the current Compensation and Benefit Plan (Plan) for the MSPEG in 2022. The proposed Plan for the MSPEG includes the following new significant provisions:

General Salary Increase and Other Compensation:

- MSPEG employees will receive the same general salary increase provided to NAME employees.
- Police Chief receives one-time supplemental base wage adjustment provided to first responders as described in the NPA MOU; add uniform allowance and General Leave Conversion to Pay similar to the Newark Police Management Association Memorandum of Understanding.
- Market adjustments of 3.0% for the classifications of Assistant Planner, Associate Planner, and Senior Planner; and 5.0% for the classifications of Crime Analyst, Facilities Supervisor, Maintenance Supervisor, Management Analyst I, and Management Analyst II.
- Range adjustments for the following classifications:

Classification	Current Range	Proposed Range
Assistant to the City Manager	12	13
Community Preservation Manager	15	16
Environmental Services Manager	15	16
Housing Police & Programs Manager	16	17
Principal Planner	16	17
Maintenance Superintendent	16	18
Strategic Initiatives Manage	16	18
Chief Building Official	18	20
Deputy Community Development Director	18	20
Deputy Economic Development Director	18	20
Deputy Finance Director	18	20
City Engineer	20	21
Assistant City Manager	25	26
Police Chief	25	26

Other Miscellaneous Revisions:

- The City will observe June 19, Juneteenth, as a paid holiday.
- The bereavement leave policy was updated to include reproductive loss leave.

Confidential Employee Group:

The City Council adopted the current Plan for the CEG in 2022. The proposed Plan for the CEG includes the following new significant provisions:

General Salary Increase and Other Compensation:

- Confidential employees will receive the same general salary increase provided to NAME employees.
- A one-time lump sum payment of $1,000 to each Confidential employee and an additional $1,000 payment to Confidential employees with 15 or more years of service of as July 1, 2025.

Other Miscellaneous Revisions:

- Pay upon promotion language updated to align with the Personnel Rules and Regulations.
- The City will observe June 19, Juneteenth, as a paid holiday.
- The bereavement leave policy was updated to include reproductive loss leave.

Salary Schedule:

The City maintains a consolidated salary schedule of the salary steps and ranges for all regular, permanent positions. The schedule must be amended to include the salary increases described above for NAME, NPA, MSPEG, and CEG effective July 1, 2025.

Additionally, the City Council appointed David J. Benoun to serve as the City Manager of Newark effective as of December 29, 2018 pursuant to an employment agreement. The employment agreement provides that Mr. Benoun shall receive general salary increases pursuant to the Management, Supervisory, and Professional Employee Group Compensation and Benefit Plan. Therefore, the salary schedule will reflect a four percent (4%) increase to the City Manager salary effective July 1, 2025.

FISCAL IMPACT

The fiscal impacts of the various actions over a three-year term are estimated as follows:
1) NAME MOU: $1,853,000
2) NPA MOU: $6,971,000
3) MSPEG and CEG CBPs, and City Manager: $3,859,000

The City adopted a 2024-2026 Biennial Budget on June 27, 2024. The recently negotiated Memoranda of Understanding and updated Compensation and Benefit Plans apply to the second fiscal year of the biennium (Fiscal Year 2025-26). As such, a formal budget amendment is not immediately required. The fiscal impact of the new Memoranda of Understanding and Compensation and Benefit Plans will be incorporated as part of the regular budget monitoring process and can be addressed either through the year-end report in July 2025 or during the mid-year budget update in March 2026.

REVIEW AND APPROVAL

Prepared, Reviewed and Approved by - Kristopher J. Kokotaylo, City Attorney

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Attachments

NPA Resolution
NPA MOU Exhibit A
NPA MOU Exhibit B Redlines
Resolution NAME

NAME MOU Exhibit A
NAME MOU EX. B Redlines
MGMT Comp Reso
MGMT Comp Exhibit A
MGMT Comp Exhibit B Redlines
Confidential Comp Reso
Confidential Comp Exhibit A
Confidential Comp Exhibit B Redlines
Consolidated Salary Schedule

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AND ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NEWARK AND THE NEWARK POLICE ASSOCIATION, AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING AND APPROVING AN AMENDMENT TO THE CITY'S SALARY SCHEDULE IN CONFORMANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

WHEREAS, the current Memorandum of Understanding between the City of Newark (the "City") and the Newark Police Association ("NPA") expires on June 30, 2025; and

WHEREAS, the City and NPA entered into negotiations for a successor memorandum of understanding; and

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500, *et seq*.) and the Newark Municipal Code, the City Manager or his designee, as authorized by the City Council, has net and conferred in good faith with the representatives of NAME on matters related to wages, hours, and other terms and conditions of employment; and

WHEREAS, the representatives of the City and NPA have reached a tentative agreement to a successor MOU dated July 1, 2025 (the "MOU"), attached hereto and incorporated herein by this reference as Exhibit A with a redlined version of the prior MOU attached hereto as Exhibit B for general reference only; and

WHEREAS, the membership of NPA ratified the agreement as of June 11, 2025; and

WHEREAS, the City Council finds that the terms and conditions of the MOU are proper and in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Council hereby approves and adopts the MOU for NPA, effective July 1, 2025 and authorizes the City Manager to execute the MOU and to take such further actions as may be necessary to implement the MOU including any necessary non-substantive modifications.

BE IT FURTHER RESOLVED that if any provisions contained herein are found to be in conflict with any provisions of any other previous resolutions pertaining to the NPA MOU, the provisions herein shall prevail.

BE IT FURTHER RESOLVED that the City Council hereby approves an amendment to the City's Salary Schedule to reflect the revisions in compensation provided pursuant to the NPA MOU, Effective July 1, 2025.

EXHIBIT A

Memorandum of Understanding

Between City

of Newark and

Newark Police Association

July 1, 2025

Through

June 30, 2028

Adopted
June 26, 2025

Resolution No.

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ATTACHMENTS

A Regular Full-Time / Part-Time Classifications
B. Salary Schedules

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF NEWARK AND NEWARK POLICE ASSOCIATION

I. TERM

This agreement shall be in effect from July 1, 2025 through June 30, 2028.

II. REPRESENTATION

The City recognizes the Newark Police Association (NPA), hereinafter referred to as the "Association," as the majority representative for regular full-time employees in the sworn classifications and full-time and regular part-time non-sworn classifications listed in Attachment A, pursuant to Employer-Employee Relations Resolution No. 1833.

III. DEFINITIONS

For purposes of this Memorandum of Understanding, unless the context otherwise requires, the following definitions in this Agreement shall apply:

A. “Base Hourly Rate.” The term “base hourly rate” shall mean the hourly compensation rate for regular full-time and part-time classifications, excluding benefits.

B. "Employees". The term "employees" shall mean those regular full-time and regular part-time employees of the City of Newark occupying classifications represented by the Newark Police Association.

C. "Employer". The term "employer" shall mean the City of Newark.

D. "Employee Contributions." The term "employee contributions” shall mean those contributions to the PERS retirement system which are deducted from the salary of employees and credited to individual employees' accounts.

E. "Flexible Benefit Plan." The term "Flexible Benefit Plan" means a Plan established by the City of Newark pursuant to Section 125 of the Internal Revenue Code to allow employees to pay for medical and dental premiums as a before-tax conversion of salary.

F. "Non-sworn." The term "non-sworn" refers to those personnel occupying the classifications of Animal Control Officer, Community Service Officer, Public Safety Clerk, Police Record Supervisor, Public Safety Dispatcher, Public Safety Dispatch Supervisor, Vehicle Abatement

Officer, Property and Evidence Technician, and Red Light Photo Enforcement Technician.

G. "Sworn". The term "sworn" refers to personnel occupying classifications of Police Sergeant or Police Officer.

H. “Reinstatement.” In addition to reinstatement status as explained in the Personnel Rules and Regulations, the term “reinstatement” for purposes of this MOU shall apply to full-time sworn personnel who separate from the City of Newark after successfully completing their probationary period, then return to active service in the same classification within one year of their separation date.

I. "Retirement System." The term "retirement system" shall mean the PERS retirement system as made applicable to the City of Newark under the provisions of the Public Employees' Retirement Law (California Government Code Section 20000 et seq.).

J. “Regular Part-Time Employees.” The term “regular part-time employees” shall mean those employees of the City of Newark who are scheduled to work less than 40 hours per week but at least 20 hours per week on a year-round continuous basis occupying positions specifically authorized as “regular part-time”.

K. "Wages". The term "wages" shall mean the compensation paid to employees covered by this Agreement.

L. “Alternative Work Schedule” shall mean any schedule that differs from the five day, eight hours per day, 40-hour per week schedule.

M. “Four-Ten Work Schedule” shall mean a four-day, ten hours per day, 40 hours per week work schedule in a seven day work schedule.

N. “3/12 ½ Work Schedule” shall mean a work schedule for full-time Public Safety Dispatchers, and Public Safety Dispatch Supervisors, that equates to 40- hours per week in a 28-day work cycle. Typically, a Public Safety Dispatcher / Public Safety Dispatch Supervisor assigned to this work schedule will work three 12.5 hour days per week and one day of 10 hours within the City-designated 28-day work cycle.

O. “160-Hour Work Schedule” shall mean a work schedule for sworn personnel that equates to 40-hours per week in a 28-day work cycle. Typically, a sworn employee assigned to this work schedule will work three 12.5 hour days per week and one day of 10 hours within the City-designated 28-day work cycle.

P. “28-Day Work Cycle” for sworn personnel means the Fair Labor

Standards Act work cycle of 28-continuous calendar days as established by the Payroll Office.

Q. "A Shift" means the scheduled work hours of 6:00 a.m. to 6:30 p.m.

R. "B Shift" means the scheduled work hours of 6:00 p.m. to 6:30 a.m.

S. "C Shift" means the scheduled work hours of 1:30 p.m. to 2:00 a.m.

IV. LABOR MARKET

The following agencies comprise the designated labor market for the purpose of total compensation survey comparisons: Foster City, Fremont, Hayward, Livermore, Menlo Park, Milpitas, Pleasanton, Redwood City, San Leandro, and Union City.

V. SALARY INCREASE

A. Total Compensation Data

For discussion purposes only, either party may prepare a total compensation survey that includes the following data points within the established labor market. All data gathered shall be based on currently available wages and benefits for new PEPRA employees:

1. Top step base salary.
2. That portion of the employee's PERS contribution that is paid by the employer (employee contributions to the employer's PERS costs shall be reflected as a negative number).
3. The amount of the highest premium the employer will pay for family coverage of medical, dental, and vision premiums.
4. The maximum amount paid by the employer for educational achievements or POST certificates.
5. The maximum number of holiday hours or holiday pay provided by the employer.

B. General Salary Increase

The salary ranges for all classifications represented by the Association shall be increased as follows:

1. Effective July 1, 2025, the salary increase shall be four percent (4%).
2. Effective July 1, 2026, the salary increase shall be three and one-half percent (3.5%).
3. Effective July 1, 2027, the salary increase shall be three and one-

half percent (3.5%).

C. <u>One-time Supplemental First Responder Base Wage Adjustments</u>
On a one-time basis and during the term of this Agreement these identified classifications (Police Officer, Police Sergeant, Public Safety Dispatcher and Public Safety Dispatch Supervisor) shall receive the following supplemental increases in addition to the increase identified in the General Salary Increase section above:

1. Effective July 1, 2025, the supplemental salary increase shall be three percent (3.0%).
2. Effective July 1, 2026, salary increase shall be one and one-half percent (1.5%).
3. Effective July 1, 2027, salary increase shall be one and one-half percent (1.5%).

VI. HEALTH AND WELFARE PROGRAM

A. The contribution by the City toward monthly premiums for health and welfare programs of employees represented by the Association shall be the Minimum Employer Contribution as determined by CalPERS for employers under the Public Employees' Medical and Hospital Care Act (PEMHCA). In the event that an employee elects to waive participation in the Program, that amount will be paid to the employee. The employee shall execute a waiver in the event the employee elects not to participate in the PERS Health Benefit Program or cancel participation after enrollment.

B. The City agrees to maintain a cafeteria plan under Section 125 of the Internal Revenue Code (IRC). The cafeteria plan allows employees to voluntarily reduce salary in an amount equal to the actual premiums for the PERS Health Plan, City-administered dental insurance and/or vision insurance as a before-tax conversion of salary. In the event of changes in law affecting the Flexible Benefit Plan, the City agrees to meet and confer with the Association regarding the impact of such changes.

C. Effective for the 2025 plan year, the City shall contribute to eligible NPA employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.

Employee Only: $932
Employee + 1 Dependent: $1,862
Employee + 2 or more Dependents: $2,460

For Regular Part-Time Employees working 20-25 hours:
Employee Only: $466-$582

Employee + 1 Dependent: $931-$1,164
Employee+ 2 or more Dependents: $1,230-$1,537

Effective for the 2026 plan year, the City shall contribute to eligible NPA employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.Employee Only: $1,026
Employee + 1 Dependent: $2,049
Employee + 2 or more Dependents: $2,706

For Regular Part-Time Employees working 20-25 hours:
Employee Only: $513-$641
Employee + 1 Dependent: $1,025-$1,281
Employee+ 2 or more Dependents: $1,353-$1,691

Effective for the 2027 plan year, the City shall contribute to eligible NPA employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.

Employee Only: $1,077
Employee + 1 Dependent: $2,151
Employee + 2 or more Dependents: $2,842

For Regular Part-Time Employees working 20-25 hours:
Employee Only: $539-$673
Employee + 1 Dependent: $1,076-$1,344
Employee+ 2 or more Dependents: $1,421-$1,776

Effective for the 2028 plan year, the City shall contribute to eligible NPA employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.

Employee Only: $1,131
Employee + 1 Dependent: $2,259
Employee + 2 or more Dependents: $2,985

For Regular Part-Time Employees working 20-25 hours:
Employee Only: $566-$707
Employee + 1 Dependent: $1,130-$1,412
Employee+ 2 or more Dependents: $1,493-$1,866

D. Cash Back / Cash-in-Lieu of Benefits:

1. Cash-In-Lieu: Employees electing not to participate in the City's cafeteria plan and waiving all medical, dental, and vision benefits, will receive $450 per month "cash-in-lieu" of benefits, which includes the PEMHCA minimum per section A above.

2. Cafeteria Plan Cash-Back: Employees who participate in the cafeteria plan but who do not utilize the full benefit allowance, may receive up to $450 per month of any money not used for the purchase of employer offered benefits.

3. Any “cash-in-lieu” and cafeteria plan “cash back” will be paid to the employee in taxable compensation.

4. For Regular Part-Time Employees working 30-35 hours the “cash-in-lieu” and “cash back” amount will be $338-394. For Regular Part-Time Employees working 20-25 hours the “cash-in-lieu” and “cash back” amount will be $225-281.

E. City and Association agree that in the event of any additional federal or state mandates requiring employer contributions for health care coverage, the City and Association shall reopen the memorandum of understanding to meet and confer on the issue of health care premiums and its impact on total compensation.

F. The City shall provide to each bargaining unit member, at no cost to the bargaining unit member, a $50,000 life insurance policy.

G. Employees and their spouses or registered domestic partners and up to 2 children living in the same household, 18 years of age and under, may use the gym, exercise equipment and aquatics facilities (excluding classes and facility rentals) at the Silliman Community Activity and Family Aquatics Center free of charge.

VII. UNIFORM ALLOWANCE

A. Police Officer, Police Sergeant, Community Service Officer, Animal Control Officer, and Vehicle Abatement Officer

1. Upon appointment to the classification of Police Officer, Community Service Officer, Animal Control Officer, or Vehicle Abatement Officer, a full-time regular employee shall be reimbursed by the City for the purchase of City-approved uniform and equipment up to an amount equal to the maximum of the annual uniform allowance in effect on the date of appointment to Police Officer, Community Service Officer, Animal Control Officer, or Vehicle Abatement Officer. Reimbursement shall be made upon receipt of evidence of purchase.

2. Upon completion of 12 months of continuous active employment or

upon reinstatement, Police Officers and Police Sergeants shall receive a monthly uniform allowance of $100.

3. Upon completion of 12 months of continuous active employment or upon reinstatement, Community Service Officers, Animal Control Officers, and Vehicle Abatement Officers shall receive a monthly uniform allowance of $100.

4. If the employment of a Police Officer, Community Service Officer, Animal Control Officer, or Vehicle Abatement Officer is terminated before completion of the probationary period or 18 months of service, whichever is longer, uniforms and equipment purchased by the City through reimbursement pursuant to Provision VII.A.3.above shall be returned to the City.

B. Public Safety Dispatchers, Public Safety Dispatch Supervisors, Public Safety Clerks, Property and Evidence Technicians and Police Records Supervisors

1. Upon appointment to the classifications of 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, 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. Upon completion of 12 months of continuous active employment or upon reinstatement, Public Safety Dispatchers, Public Safety Dispatch Supervisor, Public Safety Clerks, Property and Evidence Technicians, and Police Records Supervisors shall receive a monthly uniform allowance of $45.

VIII. VACATION LEAVE

A. Beginning on the 90th day of employment, regular full-time sworn employees shall be eligible to earn vacation leave. Upon completion of said period of service, regular full-time sworn employees shall be credited with 22.5 hours of vacation leave and shall thereafter accrue vacation leave at the rates provided in Section C below for sworn employees.

B. Beginning on the 90th day of employment, regular full-time non-sworn employees shall be eligible to earn vacation leave. Upon completion of

said period of service, regular full-time non-sworn employees shall be credited with 20 hours of vacation leave, and shall thereafter accrue vacation leave at the rate provided in Section C below for non-sworn employees.

C. Vacation leave entitlement for regular full-time employees following completion of 90 days of continuous service is listed below.

1. Eligible sworn employees who have served less than five (5) years with the City shall earn vacation entitlement at the rate of 7.5 hours per month.

2. Eligible non-sworn employees who have served less than five (5) years with the City shall earn vacation entitlement at the rate of 6.67 hours per month.

3. Eligible sworn and non-sworn employees during their fifth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of ten (10) hours per month.

4. Eligible sworn and non-sworn employees during their tenth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of 13.34 hours per month.

5. Eligible sworn and non-sworn employees during their fifteenth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of 14.667 hours per month.

6. Eligible sworn and non-sworn employees during their twentieth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of 16.67 hours per month.

D. Regular full-time employees who separate from City service after 90 days of continuous service shall be paid for that part of their vacation accumulation that remains unused at the time of termination. Payment for unused vacation shall be made at the rate of pay in effect for such employees at the time of separation. Regular full-time employees who terminate from City service prior to completion of a 90 day employment period shall not be entitled to compensation for vacation leave, as none has been accrued.

E. Upon separation from the City, a regular full-time employee will receive prorated vacation credit if the employee is actively at work or on a leave with pay for at least fifteen (15) calendar days during a month to accrue credit for that month.

F. The Police Chief shall set the shift work schedules no later than October

1st in the calendar year of the bid for the following year's schedule. The NPA shall coordinate the bids for shift and the bids for vacation as soon as possible after the work schedules are set. Shift and vacation schedules must be completed and submitted to Police administration by November 15 preceding implementation of the new work schedules. Any bids not completed or submitted will be determined at the sole discretion of the Police Chief.

G. It is the mutual understanding and intent of both parties that the term "vacation" for the purpose of determining when the employee is away from work includes the employee's days off preceding and following their regularly assigned shift (e.g. If the employee works Friday through Sunday, then the employee is considered on vacation from the Monday-Thursday of the preceding week and from Monday-Thursday of the following week.) The City will not schedule a payback day or training day within this vacation period. This provision only applies to two vacation periods designated by the employee during the annual vacation selection process. Any member selecting a vacation consisting of three (3) or more consecutive workweeks will have the option to satisfy their payback day utilizing accrued paid time off to complete their work assignment for the FLSA work period. This provision does not affect the City's ability to ensure proper staffing in the event of an emergency. Emergency shall include but not be limited to the necessity of replacing employees absent from work because of unanticipated and unavoidable illness, injury or other good cause, including unplanned tactical operations. The Association and City agree that every attempt will be made for payback days to be scheduled to coincide with the employees' normal workweek. However, if that is not possible the City may assign the payback day as needed.

H. Regular part-time employees, upon completion of 90 days of continuous active service shall be eligible to accrue vacation leave hours each month as follows:

	20-25 Hour Work Schedule	30-35 Hour Work Schedule
Less than 5 years of service	3.33 – 4.16	5.00 – 5.83
During the 5th & following	5.00 – 6.25	7.50 – 8.75
During the 10th & following	6.67 – 8.33	10.00 – 11.67
During the 15th & following	7.33 – 9.16	11.00 – 12.83
During the 20th & following	8.33 – 10.41	12.50 – 14.58

Effective July 1, 2010, proration of RPT vacation leave will be based on actual hours worked or budgeted to work. For example, an RPT

employee with one year of City service who works 35 hours per week will receive 5.836 hours of vacation per month. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

An eligible employee must be at work or on a leave with pay for at least one half of the regularly scheduled work days in a month to accrue vacation leave credit for that month. (One-half the month for regular part-time employees shall not be based on hours worked, but rather the number of regularly authorized work days.)

Regular part-time employees who separate from City service after 90 days of continuous active service shall be paid for accrued but unused vacation leave at the time of termination. Payment for unused vacation shall be made at the rate of pay in effect for such employees at the time of separation. Regular part-time employees who terminate from City service prior to working 90 days of continuous active service shall not be entitled to compensation for vacation leave, as none has been accrued.

I. A regular full-time employee must be at work or on compensated leave for at least 80 hours during a month to accrue vacation credit for that month. It is understood by the City and Association that leave benefits will be accrued and used on an hourly basis. When an employee on an alternative work schedule is on paid leave, the employee must chargeaccrued leave balances for the number of hours required to cover the number of hours scheduled to work (e.g. 12.5 hours of leave, 10 hours of leave, or 9 hours of leave).

J. The maximum accumulation of vacation leave hours will be limited to two times the employee's annual accrual. The City Manager shall have the authority to allow an employee to exceed this maximum accumulation for 30 days.

K. Effective July 1, 2017, upon using one-half of the vacation time accrued during the 12-month period from July 1 through June 30, a regular full-time employee may request to receive pay for up to a total of sixty (60) hours per fiscal year of vacation, forty-five (45) to fifty-two and a half (52.5) hours for 30-35 hour employees, and thirty (30) to thirty-seven and a half (37.5) hours for 20-25 hour employees in hourly increments at the current hourly salary rate provided there is a minimum of one (1) week (40 hours) remaining in the employee's vacation bank after the conversion. Requests for vacation buy-back may be made up to two times per fiscal year in October and/or April for payment on December 15 and/or June 15.

By December 1 of each calendar year, eligible employees who want to cash out accrued vacation leave in the following calendar year shall

make an irrevocable election to cash out in the next calendar year, subject to the conditions set forth below:

- For regular full-time employees: The employee may cash out up to 80 hours of vacation.
- For regular 30-35 hour part-time employees: The employee may cash out up to 60-70 hours of vacation.
- For regular 20-25 hour part-time employees: The employee may cash out up to 40-50 hours of vacation.
- To be eligible to cash out, the employee must have used at least one-half of the vacation time accrued during the 12-month period preceding December.
- Employees must have the equivalent of one regular work week remaining in vacation accruals at the time of cash out.
- Employees must submit their Vacation Buy-Back Request Form to Payroll by December 1.
- This is an irrevocable election by the employee.

The City makes no representation as to the tax consequences of an employee cashing out accrued leave or the vacation buy-back program. It is the employee's sole responsibility to address the tax consequences of cashing out accrued leave or the vacation buy-back program.

IX. SICK LEAVE

A. Purpose

The purpose of sick leave is to allow regular full-time and regular part-time employees who are ill or injured to remain absent from work with pay, within the limitations of this section. Sick leave is granted to a full-time or part-time employee to recover from illness or injury so as to be physically able to return to work. Employees may also use sick leave to care for their sick children, siblings, parents, or spouse / domestic partner. Sick leave may be utilized for any leave covered under the Family Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA).

B. Accrual

1. Regular full-time employees may accrue sick leave with pay at the rate eight hours per month for each calendar month of service. Regular full-time employees shall accumulate unused sick leave at the rate of eight (8) hours per calendar month to a total of not more than 960 hours.

2. Regular full-time employees who have served less than 90 days with the City shall receive no sick leave. Beginning on the 90th day of employment, the employee shall receive sick leave credit of 24 hours.

3. A full-time employee must be at work or on compensated leave for at least 80 hours during a calendar month to accrue sick leave, retirement, and/or any benefits or awards relating to or contingent upon completion of a specified period of employment or length of service. It is understood by City and Association that leave benefits will be accrued and used on an hourly basis. When an employee on an alternative work schedule is on paid leave, the employee must charge accrued leave balances for the number of hours required to cover the number of hours scheduled to work (e.g. 12.5 hours of leave, 10 hours of leave, or 9 hours of leave).

4. Regular part-time employees, beginning on the 90th day of employment, shall be eligible to accrue and use sick leave with pay at the following rates and to the following maximums:

Work Schedule	Monthly Accrual Rate	Maximum Accrual
20 - 25 hrs/week	4-5 hours	480-600 hours
30 - 35 hrs/week	6-7 hours	720-840 hours

Effective July 1, 2010, proration of RPT sick leave will be based on actual hours worked or budgeted to work. For example, an RPT employee who works 35 hours per week will receive 7 hours of sick leave per month. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

Regular part-time employees must be actively at work or on leave with pay for at least one half the regularly authorized work days in a month to accrue sick leave credits for that month. (One-half the month for regular part-time employees shall not be based on hours worked, but rather the number of regularly authorized workdays.)

Retirement Service Credit

Retirement service credit accounts have been established for each regular full-time and regular part-time employee in which that member may accrue retirement service credit toward early retirement under the Public Employees' Retirement System plan applicable to sworn and non-sworn employees. Retirement service credits cannot be used as sick leave as provided in this Agreement or the Personnel Rules and Regulations but

may be used only towards early retirement under the Public Employees' Retirement System. Sick leave credit accrued in excess of 960 hours for full-time employees, 720-840 hours for 30-35 hour part-time employees, and 480-600 hours for 20-25 hour part-time employees shall be placed in the individual's retirement service credit account. Accumulation of retirement service credit shall be unlimited.

Individuals with less than 960 hours, 720 hours, or 480 hours as applicable accumulation may designate a portion or all of their accumulation of sick leave credit after July 1, 1982 to be placed in the retirement service credit account. However, once placed in the retirement service credit account, it can be used only for retirement service credit and cannot be withdrawn from that account.

D. Administration of Sick Leave

1. Whenever possible, employees will make medical and/or dental appointments during off-duty time. When an eligible employee is unable to schedule a medical and/or dental appointment for treatment of an illness or injury during off-duty time, with the approval of the Department Head, the employee may charge time off for the medical and/or dental appointment to sick leave.

2. In order to receive compensation while absent on sick leave, the employee shall notify their immediate superior or other competent authority as soon as practicable, preferably prior to the time set for beginning their daily duties. The employee must submit an application for sick leave showing such information as required by the Police Chief. Such applications shall be factually correct. The Police Chief may make such investigations as they feel necessary and may require supplemental information from the employee.

3. A sworn employee may charge sick leave for the difference between workers' compensation temporary disability payments and their full salary, until such time as a medical examiner certifies that the employee's condition has become permanent and stationary and that the employee is permanently precluded from performing the substantial range of the job duties performed by the employee at the time of industrial injury.

4. Where non-sworn employees receive workers' compensation salary continuation benefits, and where sick leave is approved, the City shall pay the non-sworn employee their full salary excluding there from the employee's workers' compensation benefits. The non-sworn employee's sick leave entitlement shall be charged on a pro rata basis.

5. If an eligible employee uses sick leave any time in excess of two (2) continuous days, the Police Chief may require the employee to furnish a certificate from a licensed doctor of medicine, chiropractic medicine or ostheopathy or the employee's choice, who has examined the employee, so that the employee's condition and ability to return to work may be ascertained. In any case and at any time, the Police Chief may require submittal of periodic physician's reports concerning the employee's condition and ability to return to and/or continue work.

6. Whenever the Police Chief has reasonable cause to believe that an eligible employee's condition of health is affecting or could affect the employee's ability to work, the Police Chief may require the employee to submit to an examination by a licensed physician selected by the City. If the physician determines that the eligible employee should not be undertaking certain duties required by their position classification, the Police Chief may require the employee to use accrued sick leave until sufficiently recovered to return to work.

7. Absence for illness may not be charged to sick leave not already accumulated by the employee.

8. An eligible employee absent from duty due to illness or injury who has been performing outside employment authorized by the Police Chief shall refrain from working at the outside employment until they are fully recovered from the illness or injury, unless specific approval is obtained from the Police Chief, or designee, to continue outside employment.

X. PERSONAL LEAVE

Regular full-time employees (prorated for regular part-time employees) may convert a maximum of the equivalent of one (1) work day (e.g., 8, 10, or 12.5 hours, dependent upon regularly assigned schedule) of sick leave to personal leave during each fiscal year. For example, a regular part-time employee who is scheduled to work 35 hours per week and works 12 hour shifts may convert a maximum of 10.5 hours of sick leave to personal leave during the fiscal year.

Effective July 1, 2006, all non-sworn regular full-time employees represented by the Association shall be granted a maximum of two (2) hours of personal leave with pay each fiscal year. All non-sworn regular part-time employees represented by the Association shall be granted a maximum of one (1) hour of personal leave with pay each fiscal year.

Effective July 1, 2008, In recognition of the unique work requirements that are specific to Dispatch employees that include but are not limited to; urgency conditions that interrupt schedules, loss of premium pay due to unscheduled

absences, dispatch employees will receive 10 hours of personal leave to be used only on the 10 hour payback day and after advanced scheduling and approval of the manager. Hours must be used during the fiscal year or they will be forfeited.

XI. OTHER LEAVES

A. Military Leave

Employees represented by the Association shall be entitled to military leave and leave of absence without pay as specified in the City's Personnel Rules and Regulations.

Any Association employee who is required to be absent from their employment as the result of military obligations; i.e., military leave, shall be paid by City at the regular rate of pay to a maximum leave period of thirty (30) consecutive calendar days (or up to 172 hours) in any fiscal year while so absent. Employees are required to use accrued leave for all absences due to voluntary military duty. See section XXI for additional military benefits.

B. Jury Duty

1. Regular full-time employees summoned to jury duty may be absent from duty provided that a copy of the summons is submitted to the employee's supervisor prior to jury duty and the employee is selected to serve on a jury.

2. Jury duty is based on an eight-hour day. If the employee’s regularly scheduled shift is over eight (8) hours, the employee may use accrued leave to cover the rest of their shift, or return back to work and complete the rest of their shift. Employees shall not receive any overtime or compensatory time for jury duty occurring on a regularly scheduled day off.

3. Upon approval of the Police Chief, an employee assigned to shift duty may be rescheduled to day shift if the Jury Commissioner will not excuse the employee, and the employee is selected to serve on a jury. Rescheduling will only be considered if the employee has submitted the Chief's letter requesting that the employee be excused to the Jury Commissioner.

4. Regular part-time employees, upon completion of 1,040 work hours or one year of continuous active service, whichever occurs first, who are summoned to jury duty and required to serve, may be absent from duty with pay as follows:

Authorized Work Schedule	Pay
20 - 25 hrs/week	4 hours of pay per day
30 - 35 hrs/week	6 hours of pay per day

5. Those sworn and non-sworn regular full-time personnel who are officially notified to be summoned to jury duty, and are scheduled to work beyond midnight, shall not return to work for a minimum of 9 hours after serving jury duty.

C. Bereavement & Reproductive Loss Leave

1. Regular full-time employees represented by the Association may be granted up to a maximum of forty (40) hours of paid bereavement leave where there has been a death of a spouse, domestic partner, sibling,parent, parent-in-law, grandparent, grandchild, parent-in-law, grandparent-in-law, sibling-in-law, or child-in-law of an employee in order that the employee may attend last rites and attend to any pressing matters resulting from the death.

   A maximum of 80 hours of paid bereavement leave may be granted for the death of a biological child, adoptive child, or stepchild.

2. Reproductive Loss Leave

   Regular full-time employees may be granted reproductive loss leave of five (5) days where there has been a reproductive loss event such as miscarriage, stillbirth, unsuccessful assisted reproduction, failed adoption, or failed surrogacy of the employee, employee's spouse, or employee's registered domestic partner.

   Reproductive loss leave is an unpaid protected leave and may be granted in five (5) day increments for each reproductive loss event up to a maximum of twenty (20) days in any twelve (12) month period.

3. Regular part-time employees, upon completion of 1,040 work hours or one year of continuous active service, whichever occurs first, shall be eligible for prorated bereavement and reproductive loss leave. Regular part-time employees shall be eligible for prorated bereavement leave based on actual hours worked or budgeted to work. For example, an RPT employee who works thirty-five (35) hours per week will receive up to a maximum of thirty-five (35) hours of bereavement or reproductive

loss leave per reproductive loss event. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for the proration. Bereavement and reproductive loss leave will be prorated as follows:

Work Schedule	Prorated Bereavement and Reproductive Loss Leave
20 - 25 hrs/week	up to a maximum of 20-25 hours
30 - 35 hrs/week	up to a maximum of 30-35 hours

XII. HOLIDAYS

A. Regular full-time employees in the classifications of Police Officer, Police Sergeant, Public Safety Dispatcher, and Public Safety Dispatch Supervisor, shall receive as compensation in- lieu of holidays an amount equal to 7% of their current base pay step, which in-lieu payment shall be paid each pay period. The in-lieu compensation factor of 7% shall not be applied and added to any payment for overtime work or to a lump sum payment for accrued vacation in the case of a terminating employee; or to any other payment to an employee except their current base pay step.

B. During the term of this agreement the classifications of Animal Control Officer, Community Service Officer, Police Records Supervisor, Property and Evidence Technician, Public Safety Clerk, Red Light Photo Enforcement Technician, and Vehicle Abatement Officer shall be eligible for the following holidays:

- January 1, New Year's Day
- Third Monday in January, Martin Luther King, Jr., Day
- Third Monday in February, President's Day
- Last Monday in May, Memorial Day
- June 19, Juneteenth
- July 4, Independence Day
- First Monday in September, Labor Day
- November 11, Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Last work day before Christmas
- December 25, Christmas Day
- Two Floating Holidays, to be scheduled subject to Department Head approval.

The floating holidays must be scheduled and used during the fiscal year. Holidays shall not be carried over from one fiscal year to another. Upon termination, an unused holiday cannot be converted to cash. An employee must be employed in a covered classification by January 1st to be eligible for the floating holidays.

C. When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on the second day of two consecutive scheduled days off, the day following the days off shall be observed. When a holiday falls on the first day of two consecutive scheduled days off, the day preceding the days off shall be observed.

D. When a regular full-time employee who receives holiday-in-lieu pay is assigned to a light duty assignment on a 40-hour per week work schedule, said employee shall continue to receive holiday-in-lieu pay and will be required to work on holidays that occur during the work week.

E. The proration of holiday-in-lieu pay for regular part- time (RPT) employees in the classification of Public Safety Dispatcher or Public Safety Dispatch Supervisor will be based on actual hours worked or budgeted to work. For example, an RPT employee who is budgeted to work 35 hours per week will earn a prorated amount of holiday-in-lieu compensation based on a 35 hour per week work schedule. The in-lieu compensation factor shall not be applied and added to any payment for overtime work or to a lump sum payment for accrued vacation in the case of a terminating employee; or to any other payment to an employee except their regular pay.

F. Regular full-time employees represented by the Association who are assigned to work an alternative work schedule but who are not eligible for holiday-in-lieu pay will receive eight (8) hours of holiday leave for each official holiday set forth in the MOU. (Holiday leave is defined as an eight (8) hour day). The employee will receive eight hours of holiday pay at the straight time hourly rate and the additional hours to complete the shift must be charged to accrued vacation, comp time, or holiday comp time leave. When an employee works on a holiday or a holiday falls on a regularly scheduled day off the employee shall accrue eight (8) hours of holiday comp time (HCT). On the June 30 pay check, any unused holiday comp time (HCT) in excess of 26 hours will be paid to the employee at the straight time hourly rate in effect in June of that year. Those employees that utilize the holiday leave in observance of the holiday shall either utilize accrued vacation, compensatory time off, or holiday comp time for the remaining two (2) hours of their scheduled shift, or with the consent of their department, flex their work schedule during the same workweek as the holiday and work an additional two (2) hours at straight time.

XIII. PAY UPON PROMOTION

In the case of promotions to classes covered by this memo, the City agrees to pay the promoted employee a minimum of 5% above the top step of the range from which they were promoted.

XIV. CERTIFICATE INCENTIVE PAY

The City shall provide the following Certificate Incentive Pay for personnel represented by the Association who receive a California P.O.S.T. Intermediate or Advanced Certificate.

The effective date for payment of Certificate Incentive Pay shall be the payroll period immediately following the date on the P.O.S.T. certificate.

The provision of Certificate Incentive Pay is not intended as an inducement or directive to employees to conduct personal education programs beyond the programs required and/or provided by the City. The course work is undertaken voluntarily by the employee and not subject to remuneration under provisions of the Fair Labor Standards Act.

A. Certificate Incentive Pay for Police Officer and Police Sergeant will be:
P.O.S.T. Intermediate Certificate 5% of base hourly pay rate per month
P.O.S.T. Advanced Certificate 10% of base hourly pay rate per month

B. Certificate Incentive Pay for Public Safety Dispatcher and Public Safety Dispatch Supervisor will be:
P.O.S.T. Intermediate Certificate 3.5% of base hourly pay rate per month
P.O.S.T. Advanced Certificate 7% of base hourly pay rate per month

XV. OVERTIME

A. Regular Full-time Employees

Overtime for all regular full-time employees shall be defined as that time worked in excess of the regularly assigned shift. Overtime shall be paid for actual hours worked when an employee's overtime hours are consecutive with the beginning or end of their regular shift. All overtime as above defined shall be paid at the rate of time and one-half of the regular hourly rate of pay for all positions or be granted as compensatory time off at the rate of time and one-half.

B. Regular Part-time Employees

Overtime for all regular part-time employees shall be defined as that work performed in excess of twelve and one-half (12.5) hours in a workday or forty (40) hours of actual work in a scheduled workweek. All overtime as above defined shall be paid at the rate of time and one-half of the regular hourly rate of pay for all positions or be granted as compensatory time off at the rate of time and one-half.

C. Compensatory Time Off

Accumulation of compensatory time off shall be limited to 160 hours and shall only be available in accordance with federal regulations implementing the Fair Labor Standards Act. When an employee reaches the maximum accumulation of 160 hours, the employee shall receive overtime pay for time worked in excess of the regularly assigned shift.

The maximum accumulation of compensatory time off shall be 220 hours. All compensatory time off accruals and compensatory time off elected for cash out count toward the 220 hours limit.

1. Voluntary Election to Cash Out Compensatory Time Off

By December 1 of each calendar year, eligible employees may voluntarily and irrevocably elect to cash out compensatory time in the following calendar year, all compensatory time earned during the applicable calendar year and remaining at the end of that calendar year will be cashed out in the last full pay period of the calendar year. Should the employee transition outside of NPA, the irrevocable election remains in place for the calendar year.

Each year the employee will have the option to elect to irrevocably cash out compensatory time for the subsequent calendar year.

The City makes no representations as to the tax counsequences of an employee cashing out accrued leave or the compensatory time cash out program. It is the employee's sole responsibility to address the tax consequences of cashing out accrued leave.

2. Non-election of Compensatory Time Off Cash-Out

If an employee does not irrevocably elect to cash out compensatory time in the following calendar year, the compensatory time leave accrued in that calendar year will be credited to the employee’s compensatory time off account until the compensatory time off account is credited to the maximum accrual amount. Unused compensatory time will carry over from one calendar year until the next is exhausted. Should the employee transition outside of NPA, the subsequent MOU provisions of the new employee group will apply to any remaining compensatory leave. Upon separation from City service, all earned compensatory time will be paid in cash.

D. Compensatory Time Off for School Resource Officers

School Resource Officers work a 9 hour day, 45 hours per week schedule and therefore, accumulate 5 hours of compensatory time per week. If a

School Resource Officer works the standard 9 hour day, 45 hours per week schedule, the accumulation of compensatory time off shall be limited to 320 hours. At the termination of an assignment as a School Resource Officer, a plan shall be developed with the Officer to reduce the compensatory time leave balance to 160 hours within six months from the end of the assignment. If a School Resource Officer elects to work an alternative schedule (e.g., a 4/10 or a 9/80 work schedule), then the accumulation of compensatory time off shall be limited to 160 hours.

E. Call-Back Minimum

1. Regular full-time and regular part-time employees shall be eligible for a four (4) hour call-back minimum when the call back is for an unscheduled event that occurs more than two (2) hours after the end of the shift and within nine (9) hours of their assigned end of shift except as provided in Section XV.A above. Said employees shall receive, upon reporting a minimum of four (4) hours of work at the overtime rate, or if four (4) hours of work are not actually worked, a minimum of four (4) hours pay at the overtime rate.

2. Regular full-time and regular part-time employees who are called backto work for a planned event which is scheduled at least 24 hours in advance shall receive, upon reporting, a minimum of two (2) hours of work at the overtime rate, or if two (2) hours of work are not actually worked, a minimum of two (2) hours pay at the overtime rate.

3. The above call-back provision does not relate to official court appearances. Such court appearances shall be compensated as provided in this M.O.U.

4. A “call-back” occurs when an employee is required to return to their normal work location, or to travel to another work location at the direction of the city. A “call-back” does not occur when an employee handles a phone call at home or is otherwise not required to physically leave their residence. In such situations, the employee shall be compensated for any time actually worked at the overtime rate, but will not be entitled to the call-back minimum.

XVI. MINIMUM COURT TIME PAY

A. The City shall pay a minimum of four hours overtime at time and one-half pay to those sworn and non-sworn regular full-time personnel who are officially notified and appear in court on Newark Police Department business during their scheduled days off. For purposes of this section, the phrase "scheduled days off" refers to days on which the officer is not scheduled for duty. Scheduled days off does not include sick leave, 4850

leave, leave without pay, or shift trades between employees.

B. The City shall pay a minimum of four hours overtime at time and one-half pay to those sworn and non-sworn regular full-time personnel who are officially notified and appear in court on Newark Police Department business if their assigned work schedule is beyond midnight and if court appearance is within nine (9) hours of their assigned end of shift but more than two (2) hours before or two (2) hours after the assigned shift.

C. The City shall pay a minimum of four hours overtime at time and one-half hourly pay rate to those sworn and non-sworn regular full-time personnel who are officially notified and appear in court on Newark Police Department business during their scheduled days on duty if they are serving duty on the B and C shifts provided they are scheduled to appear more than two (2) hours after the end of their assigned shift.

D. The City shall pay a minimum of two hours overtime at time and one-half to sworn and non-sworn regular full-time personnel scheduled to appear in court on the day normally scheduled to work provided they are scheduled to appear at least two hours prior to the assigned shift.

E. The City shall pay a minimum of two hours overtime at time and one-half pay to those sworn and non-sworn regular full-time personnel assigned to B or C shifts, or on day off who are not notified that their subpoenaed appearance in court is not required if the notification is not received by 10:00 hours on the day of the court appearance provided that the employee has called the appropriate agency to ascertain attendance requirements.

F. Minimum court time pay does not apply to employees on 4850 industrial leave, sick leave, leave without pay, or shift trades between employees.

1. An employee who is on sick leave on the date of the actual court appearance shall receive straight time pay for time spent at court.

2. An employee who appears in court while on industrial disability leave (4850 industrial leave) shall be ineligible for court pay, at either the straight-time or the time-and-one-half rate, but shall, instead, receive only their industrial leave (4850 leave) pay.

3. An employee who appears in court while on leave of absence without pay shall receive straight time pay for actual time spent at court, provided that prior approval for such pay has been authorized by a Police Lieutenant in advance of court appearance.

G. Only one four-hour minimum shall be paid per calendar day.

XVII. DETECTIVE ON-CALL ALLOWANCE

A. One detective may be assigned by the Police Chief, or designee, to on-call duty. The terms, conditions, and procedures for on-call duty shall be determined by the Police Chief. The City maintains the right to discontinue the on-call duty program at its sole discretion.

B. The detectives assigned to on-call duty shall receive, in addition to monthly salary, one hundred seventy-five dollars ($175.00) for each full week (seven day period) assignment.

C. Payment of the on-call allowance shall be prorated if the week assignment is not completed.

D. The on-call allowance will not be included as compensation when computing overtime pay, retirement or workers' compensation benefits.

E. The Police Chief shall establish terms and conditions for on-call duty pay.

XVIII. USE OF CITY VEHICLES

A. Police Officers who are assigned as Detectives and who live within the Newark city limits are authorized to utilize their assigned City-owned vehicles to commute to and from work and to lunch within the City limits. At the sole discretion of the Police Chief, the requirement that employees live within city limits may be waived. The City-owned vehicle shall not be utilized for any purpose not related to official City business.

B. Police Officers who are assigned as Canine Handlers are authorized to utilize their assigned City-owned vehicle to commute to and from work a distance not to exceed 40 air miles one way. At the sole discretion of the Police Chief, the 40 air miles requirement may be waived. The City-owned vehicle shall not be utilized for any purpose not related to official City business.

C. Police Officers who are assigned as Motor Officers and Sergeants are authorized to utilize their assigned City-owned motorcycles to commute to and from work a distance not to exceed 40 air miles one way. At the sole discretion of the Police Chief, the 40 air miles requirement may be waived. The City-owned motorcycles shall not be utilized for any purpose not related to official City business.

XIX. TUITION FEES AND BOOK COSTS REIMBURSEMENT

A. Regular full-time and regular part-time employees are eligible on a first-come, first-served basis for the educational reimbuesement of tuition fees and book costs.

B. The City shall establish a fund of $15,000 which shall be the City's total obligation for financing tuition fees and book costs incurred for courses completed within each fiscal year of this Memorandum of Understanding by the employees represented by the Newark Police Association. Reimbursement to individual employees shall not exceed $1,500 per employee per fiscal year. Should monies remain in the fund at the end of the fiscal year, the funds will be distributed equitably among employees that had eligible expenses beyond the $1,500 per employee limit, up to their maximum expense incurred. Reimbursements taxable under the IRS will be taxed to comply with IRS regulations.

C. Reimbursement shall be made for 100% tuition fees and book costs of satisfactorily completed courses taken in the pursuit of an Associate, Bachelor's or Master's Degree in the Administration of Justice, Political Science, Psychology, Public Administration, Criminology, Law, or Sociology, or any field directly related to police services. Reimbursement shall also be made for such fees and costs for a particular course in any of these fields, including any field directly related to police services, even though such course is not taken in pursuit of any of the above degree programs.

D. An employee may petition their Department Head for authorization to be reimbursed for courses which are not specifically enumerated above but are in a field directly related to police services and which will maintain or improve job-related skills. Denial of such petition is subject to the Grievance Procedure provided in this M.O.U. except that all parties will accept the fact finders decision as final.

E. <u>Procedure</u>

1. An eligible employee shall request written approval from the Police Chief to be reimbursed for courses or approved fees authorized under this provision prior to registration in the course or educational program (i.e. Saint Mary’s College bachelor’s or graduate programs).

2. Reimbursement shall be made for 100% tuition fees and required textbook costs of satisfactorily completed, City-approved courses directly related to the employee's job. In the event that an employee’s educational program is unable to identify the specific cost associated with a specific course, reimbursements will be processed based on the average course cost using the following formula:

   Total educational program fees (e.g.: B.S./B.A. degree programs) divided by the total number courses required to obtain the degree will equal the average course fee.

3. Satisfactory completion shall be construed to mean the attainment of a

course grade of "C" or better or documentation of satisfactory completion acceptable to the City. No reimbursement shall be made to employees who either unsatisfactorily complete or withdraw from an approved course.

4. Reimbursement shall be processed upon evidence of the successful completion of a course(s) and in accordance with the Human Resources Department's Educational Reimbursement procedures.

5. The City shall not provide reimbursement for any personal vehicle mileage or any expense other than tuition, fees and required textbook costs.

F. Required textbooks for which the employee was reimbursed shall become the property of the employee.

It is the intent of this policy that all employees, though eligible for reimbursement of expenses, shall carry out their educational programs on their own personal time. Departmental shifts may be arranged to allow an employee to enroll in a college program with reasonable assurance that course attendance shall not be disrupted at mid-semester or mid-quarter. This policy does not guarantee that such disruption shall not occur; however, the Police Chief shall insure that a reasonable effort will be made to avoid such disruptions when it may be achieved without inconvenience to departmental operations.

In the event that some activity of the educational program is to take place during the employee's duty hours, it shall be the responsibility of the employee to make the necessary arrangements for personal time off.

In this regard, the employee may make whatever arrangements are possible; however, the needs of the Department shall be of primary consideration in these situations.

This policy is not intended to serve as a directive to employees to conduct personal education programs beyond the programs required and/or provided by the City. The course work referred to here is that which is undertaken voluntarily by the employee and not subject to remuneration under provisions of the Fair Labor Standards Act.

XX. RETIREMENT BENEFITS

A. All Association members who were appointed prior to January 1, 2013 and all "Classic Members" (as defined by CalPERS) are referred herein either as "Classic Members" or as "Classic".

B. The City shall continue to provide to all sworn Classic Members of the

Association a retirement formula known as “3% at 50" together with the 1959 survivor benefit option and a credit for unused sick leave option. Sworn Classic Members continue to pay the 9% employee rate for the 3% at 50 retirement formula plus continue to pay up to 4% of an additional contribution in accordance with the following formula for a current total of 13%.

The Association’s Classic sworn members will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this agreement if the CalPERS Safety Plan employer actuarial rate for the 3% at 50 retirement formula exceeds 17.00% to a maximum of 25.00%. In the event that the employer rate exceeds 25.00%, the City shall be responsible for any increase above 25.00%. In subsequent years of the contract, if the rate over 17.00% decreases, the Classic Association members’ matching percentage of salary in the form of the employee contribution rate will be reduced by the above formula. Employer rate reductions below 17.00% will not be shared with Association members under the above formula.

The following example is for illustrative purposes only:

If the CalPERS Safety Plan employer actuarial rate for the 3% at 50 retirement formula increased from 17.00% to 20.00% effective July 1, 2006, the Classic sworn Association members’ rate would increase from 9.00% to 10.50%. The City would then be responsible for the matching 1.50%. If the rate decreased from 20.00% to 18.00%, the Classic sworn Association members’ rate would decrease by 1.00%.

C. The City shall continue to provide to all non-sworn Classic members of the Association a retirement formula known as “2.5% at 55" together with the 1959 Survivor Benefit option and a credit for unused sick leave option. Non-Sworn Classic Members continue to pay the 8% employee rate for the 2.5% at 55 retirement formula plus continue to pay up to 2.971% of an additional contribution in accordance with the MOU formula and the 2009 cap for a current total of 10.971%

In addition, the Association’s non-sworn Classic members will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this agreement if the CalPERS Miscellaneous Plan employer actuarial rate for the 2.5% at 55 retirement formula exceeds 10.00% to a maximum of 16.936%. In the event that the employer rate exceeds 16.936%, the City shall be responsible for any increase above 16.936%. In subsequent years of the term of the agreement, if the rate over 10.00% decreases, non-sworn Classic Association members’ matching percentage of salary will be reduced by the above formula. Employer rate reductions below 10.00% will not be shared under the above formula.

The following is for illustrative purposes only:

If the CalPERS Miscellaneous Plan employer actuarial rate increases to 10.00%, each Association member would contribute zero (-0-) from their salary to pay for the retirement benefit. If the rate increases from 10.00% to 13.00%, each Association member would contribute half of the 3.00% increase (1.50%) from their salary to pay for the retirement benefit. The City would then be responsible for the matching 1.50%. If the rate decreased from 13.00% to 11.00%, the Association member would contribute 0.50% of the increase above 10.00% from their salary to pay for the retirement benefit. The City would then be responsible for the matching 0.50%.

D. The City shall provide to sworn members of the Association who were appointed on or after January 1, 2013 who are PEPRA members (as defined by CalPERS) a retirement formula known as 2.7% at 57 in accordance with the Public Employees' Pension Reform Act of 2013.

Sworn association members who were appointed on or after January 1, 2013 who are PEPRA members (as defined by CalPERS) will contribute half the normal cost of the 2.7% at 57 plan as required by the Public Employees' Pension Reform Act of 2013.

In addition to paying the employee rate sworn PEPRA members currently pay an additional contribution of 1.5% of the employer rate. If CalPERS approves a contract amendment for the City of Newark that eliminates the 1.5% contribution the City agrees to amend its contract for sworn PEPRA members accordingly.

E. The City shall provide to all non-sworn members of the Association who were appointed on or after January 1, 2013 who are non-sworn PEPRA Members (as defined by CalPERS) a retirement formula known as 2% at 62 in accordance with the Public Employees' Pension Reform Act of 2013.

Non-sworn members of the Association who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) will contribute half the normal cost of the 2% at 62 plan as required by the Public Employees' Pension Reform Act of 2013.

In addition to paying the employee rate (currently 6.25%), non-sworn PEPRA Members will pay the same percentage of an additional contribution as non-sworn Classic Members of the Association pay.

F. All Association members' cost sharing contributions will be tax deferred.

G. All Association non-sworn Miscellaneous Group employee members will not pay any increase in the CalPERS employee cost share after June 30, 2009. The Miscellaneous Group's CalPERS cost share will be capped at the current 2.971% rate.

H. The parties acknowledge that the City must comply with the provisions of the Public Employees' Pension Reform Act of 2013. To the extent additional changes to the terms and conditions of employment are required by the Public Employees' Pension Reform Act of 2013 or any other law, the City agrees to meet and confer over the effects of any changes that it is required to make during the term of this agreement.

I. The City shall provide the one-year highest compensation option to Classic sworn and non-sworn members of the Association. The City shall provide the three-year average compensation requirement to PEPRA members as defined above.

J. The City shall continue to provide a retiree provision in all group health plans in which City personnel may participate.

K. Effective October 15, 2000, the City amended its contract with CalPERS to provide sworn members of the Association the ability to purchase up to four years of service credit for any continuous active military service prior to employment.

L. Effective, January 26, 2001, the City amended its contract with CalPERS to provide sworn members of the Association the indexed level 1959 survivor benefit option. The Association members agree that any costs now or in the future for the Indexed level 1959 survivor benefit will be paid by the members.

M. Effective November 16, 2004, the City amended its contract with CalPERS to provide for the Pre-Retirement Optional Settlement 2 Death Benefit for sworn members. The Association members agree that any costs now or in the future for the Pre-Retirement Optional Settlement 2 Death Benefit will

be paid by the members.

XXI. EXTENSION OF MILITARY BENEFITS

A. This program covers non-probationary, regular, part-time and full-time employees. In addition to the 30 days of fully paid annual military leave provided under the California Military and Veterans Code §395.01 and 395.02, the City will pay additional wages to supplement the employee's income in an amount equal the employee's regular City monthly compensation less military pay for up to an additional 150 days. Thus, if an employee is ordered to military leave, that employee will receive full compensation for the first 30 consecutive calendar days (as required by the Military and Veterans Code §395.01 and 395.02), and supplemental compensation for up to 150 consecutive calendar days.

B. Employees will be required to provide copies of their military pay stubs for reconciliation purposes. Payments will be reconciled quarterly by the Finance Department. If the Finance Department has not received military pay information within three weeks after the end of the quarter, future checks may be held until the information is provided.

C. Payroll deductions related to employee-paid health insurance, dental insurance, retirement, vision insurance, short term disability insurance, long term disability insurance, and/or life insurance will continue during the employee's absence.

D. Employees who are on paid military leave will continue to accrue seniority, retirement benefits, sick leave, vacation, and shall receive holidays and salary adjustments. When the supplemental compensation ends, employees will continue to accrue seniority and retirement benefits. In order to continue retirement credit for military leave, the employee must request a military credit at any time after returning from military leave, but prior to separation or retirement.

E. For purposes of this policy, employees become eligible for the program after 30 days of military leave have been used, including any military leave that may have been used during this calendar year prior to military activism.

F. Affected employees must request in writing to the City Manager's Office via their department head, to participate in this program as soon as they are aware that their military leave will extend beyond 30 days. Employees must provide military orders or other official military documentation validating military leave requirements to their supervisor as soon as possible. The supervisor will then forward a copy to Human Resources and Finance.

G. An employee voluntarily enlisting for active duty service is not eligible for this program.

H. The City expects employees who benefit from this program to return to employment with the City after serving their military duty.

XXII. LONGEVITY PAY

A. Regular full-time employees in the classifications of Police Officer and Police Sergeant are eligible for longevity pay as follows:

Upon commencement of 10 years of service	2.5% salary increase
Upon commencement of 15 years of service	5.0% salary increase
Upon commencement of 20 years of service	7.5% salary increase

Longevity pay is computed on base compensation only. The maximum longevity pay premium is 7.5% of salary for employees in the classifications of Police Officer and Police Sergeant.

B. For service to meet the requirements of longevity pay, it must meet all of the following criteria:

- Full-time sworn classifications represented by the City of Newark Police Association, including probationary time through June 30, 2022; and
- Effective July 1, 2022, full-time sworn service in the classifications of Police Officer, Police Corporal, Police Sergeant, Police Lieutenant, Police Commander, Police Captain, and/or similar sworn position; in a public sector agency, including probationary time; and
- Continuous service or service that qualifies under reinstatement procedures; and
- Active service (in a paid status) or approved leave without pay that qualifies for FMLA, CFRA, PDL, workers' compensation, or other protected leaves per state or federal law.

XXIII. SPECIAL ASSIGNMENT PAY

A. Police Officers assigned as Field Training Officers to train Police Officers or Police Reserves shall receive a five percent (5%) of top Police Officer pay step base salary differential, which shall not affect the amount of holiday in lieu or educational incentive pay received while performing Field Training Officer duties.

B. Public Safety Dispatchers formally assigned by the Police Chief to train other Public Safety Dispatchers as part of a formalized departmental

training program shall receive a five percent (5%) salary increase during such assignment, which shall not affect the amount of holiday-in-lieu pay received while performing Public Safety Dispatcher training duties. Public Safety Dispatchers are not eligible for this salary increase when acting as Public Safety Dispatch Supervisor and receiving acting pay for that assignment.

C. Employees assigned in writing by the Police Chief to perform the duties of a higher classification on an "acting" basis shall receive a five percent (5%) salary increase for hours worked from the first day of the acting assignment. In the event an employee in an acting assignment is absent from work because of illness or injury, the City may terminate the acting assignment.

D. Police Officers and Sergeants assigned to one of the following special duty assignments shall receive special assignment pay of 5% of base compensation per month:

- School Liaison Officer
- School Resource Officer
- Professional Standards and Training Officer
- Detective
- Canine Handler
- Motor
- Special Enforcement Team
- Any other position approved by the Police Chief

E. Police Officers who are assigned as Canine Handlers will also receive a maintenance allowance of $100.00 per month which will be treated as salary. The maintenance allowance is intended to cover expenses that are incurred as a direct result of housing the animal at the Officer's residence. These expenses include, but are not limited to, yard/interior home spraying, carpet cleaning, and general maintenance of the property to ensure the dog's safety and well-being.

F. Employees represented by the Association will receive bilingual assignment pay of $100.00 per month. Eligibility for bilingual assignment pay shall be made subject to the following conditions and in accordance with Administrative Regulation 0522 which establishes a policy and procedures for receiving bilingual assignment pay:

1. Employees will be required to pass an initial fluency test administered by the City or an independent testing service. Employees will be required to undergo periodic testing of skill level to remain eligible for bilingual pay.

2. Eligible languages will be determined by the City.

3. Employees must be in a classification that brings them into regular contact with the general public.

4. The City retains the right to make the final determination regarding eligibility for bilingual assignment pay.

XXIV. SAFETY TRAINING AND EQUIPMENT

A. Animal Control Officer

The City shall provide safety training and equipment necessary to minimize the potential for work related injuries.

B. Firearm

An employee represented by the Association authorized by the Police Chief to carry a firearm in the course of employment, shall be provided a department-issue firearm. Department-issue firearms shall be the property of the City and must be returned to the City upon separation of employment, request of the Police Chief, or when an employee purchases and uses an alternative firearm approved by the department. The selection of the department-issue firearm shall be the sole discretion of the City.

Implementation of this provision shall be subject to an analysis and recommendation of an appropriate department-issue firearm acceptable to the City Manager.

C. The City will continue to provide Police Officers, Police Sergeants, Community Sevices Officers, Animal Control Officers, and Vehicle Abatement Officers the following safety and protective items: Holster, Gunbelt, Magazine Holder, Flashlight, Handcuffs, Handcuff Case, Baton, Baton Ring, Chemical Agent, Chemical Agent Holder, Ballistic Vest (Minimum Threat Level 2), and Belt Keepers.

Equipment will be Accumold, basket weave, or a similar style as approved by the Police Chief.

D. Motorcycle Duty

The City shall furnish uniformed motor officers with appropriate safety and protective equipment necessary for the performance of their duties. All motorcycle apparel provided shall conform to the standards established by the Police Department, as determined by the Police Chief. The replacement of worn or damaged apparel

shall be at the sole discretion of the Police Chief. Provided items may include, but are not limited to, the following: motorcycle helmet, leather or Kevlar riding jackets, Class A wool shirt and britches, Motor Port motorcycle pants, daytime and nighttime eyewear, and motorcycle gloves.

XXV. PER DIEM EXPENSE

The City shall provide suitable lodging or reimburse lodging expense incurred pursuant to current reimbursement rates for employees assigned to mutual aid, riot, or civil demonstration where employees are required to remain overnight. The City shall provide meals or reimburse for meals pursuant to current reimbursement rates for employees assigned to mutual aid.

XXVI. GRIEVANCE PROCEDURE

Any dispute between the City and an employee regarding the interpretation or application of this Memorandum of Understanding shall be considered a grievance. A grievance may be filed by an employee on their own behalf or by the President of the Association and/or their designated representative effecting the rights of an employee pursuant to this agreement who is represented by the Association. For purposes of this section, all notices required herein shall be effected 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 City supervisor involved at the City Administration Building or the employee at their home address as shown in the Human Resources 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 grievance shall contain a complete statement of the grievance, the alleged facts upon which the grievance is based, the reasons for the grievance, the remedy requested, and the sections of this agreement alleged to have been violated. The grievance shall be signed and dated by the employee and/or the President of the Association on behalf of an employee represented by the Association.

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

The employee or the Association shall pay for the time and expenses of their (its) representatives and witnesses through all stages of the grievance 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 Association shall be permitted to be present without loss of compensation during hearings on grievances.

Time limits set forth herein for processing of the grievance procedure are of the essence of this procedure and are to be strictly complied with. Time limits may be extended only by written mutual agreement of the employee and/or Association and the supervisor conducting a hearing.

Any grievance 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 grievance is not answered by the City within the time limits set forth herein, the employee may and/or the Association on behalf of the employee may take the grievance to the next higher step in the grievance procedure within the time limits provided.

No resolution of any grievance shall be contrary to the provisions of this Memorandum of Understanding.

An Association employee shall not be penalized if they erroneously file a grievance rather than an appeal or vice versa under City of Newark Ordinance No. 77.10, Section 8, RIGHT OF APPEAL. At such time as the employee is notified in writing that the wrong procedure has been utilized, the employee shall refile the action as a grievance or appeal within 5 calendar days of the date of notification of erroneous filing.

Grievances shall be processed in the following manner:

A. Within ten (10) calendar days of the occurrence of the matter on which a grievance is based, the employee and/or Association representative shall discuss the grievance in a meeting with the immediate supervisor of the employee involved.

B. If after such discussion the employee and/or the Association does not believe the problem has been satisfactorily resolved, they shall have the right, within ten (10) calendar days of the occurrence of the matter to file a formal written grievance of the personnel action with the employee's immediate supervisor.

C. Within ten (10) calendar days of receipt of the notice of formal written grievance, the immediate supervisor shall provide their decision in writing to the employee and/or Association representative.

D. Within ten (10) calendar days of the receipt of the decision from the employee's immediate supervisor, the employee and/or the Association may appeal the grievance by presenting a formal written appeal on the grievance to the appropriate Department Head.

E. Within ten (10) calendar days of receipt of the formal appeal on the grievance, the Department Head shall provide a written decision to the employee and/or Association.

F. Within ten (10) calendar days of receipt of the Department Head's decision, the employee and/or the Association may present a formal appeal of the grievance to the City Manager. The City Manager or their designated representative within ten (10) calendar days of receipt of the appeal shall make a thorough review of the grievance, meet with the Police Chief and the parties involved to attempt to resolve the grievance and, if necessary, thereafter provide a written decision to the employee and/or employee association within ten (10) calendar days of the meeting date.

G. Within ten (10) calendar days of receipt of the decision of the City Manager, the employee and/or employee association may demand in writing to the City Manager that a formal appeal of the grievance be submitted to an independent fact-finder from a list of three qualified fact-finders submitted to the City by the American Arbitration Association.

1. The City Manager and the employee and/or Association representative shall alternately strike names from the list so furnished and the last name remaining shall be designated as the fact-finder.

2. The City and the employee and/or Association shall share equally the fees and expenses of the fact-finder as well as the cost of making a record of the fact-finder. Each party shall bear their attorney's fees.

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

4. 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.

5. If either of the parties does not accept the decision of the fact-finder, the party may appeal to a court of competent jurisdiction to hear the matter based on the transcript of evidence submitted to the fact-finder and conclusions of the fact-finder.

XXVII. WORK SCHEDULES

A. Police Officer and Police Sergeant

1. Sworn personnel shall utilize a work schedule known as a “160-Hour (3/12½) Work Schedule”. Assignment to the 160-Hour (3-12½) Work Schedule shall include sworn regular full-time employees assigned to patrol. Eligibility for assignment to a Four-Ten Work Schedule shall include those special duty assignments listed in Section XXIII.D.

B. Animal Control Officer, Community Service Officer, and Vehicle Abatement Officer

1. Animal Control Officers, Community Service Officers, and Vehicle Abatement Officers will normally be assigned to a Four-Ten Work schedule. The Police Chief may authorize a different work schedule if such change is needed to achieve management objectives.

2. During any permitted meal periods, Animal Control Officers, Community Service Officers, and Vehicle Abatement Officers assigned to Patrol Division will be on an on-duty status and shall be available to respond to requests for police services.

C. Public Safety Dispatcher / Lead Public Safety Dispatcher

1. Regular full-time Public Safety Dispatchers, and Public Safety Dispatch Supervisors, shall utilize a work schedule known as “3/12½ Hour Work Schedule” with a paid lunch period. Typically, a Public Safety Dispatcher or Public Safety Dispatch Supervisor assigned to this schedule will work three days of 12.5 hours per week (37.5 hours) and one additional 10 hour day (47.5 hours) during the 28 day cycle.

2. Regular part-time Public Safety Dispatchers and Public Safety Dispatch Supervisors shall work a flexible schedule that does not normally exceed their designation of 20-25 hours per week or 30-35 hours per week.

3. The Parties have agreed that it is in their best interests to investigate the options of a 7B Fair Labor Standards Act (FLSA) exemption from overtime requirements for Dispatch Employees.

D. Public Safety Clerk and Police Records Supervisor

1. A standard work schedule for the Public Safety Clerk and Police Records 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 12:00 a.m. Sunday morning and ends at 11:59 on Saturday.

2. The Public Safety Clerk and Police Records 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.

E. Training

1. Employees authorized to attend schools for the purpose of training shall be assigned to a 40-hour, work week schedule. Work schedule adjustments may be authorized by the Police Chief to maintain the 160-hour work schedule requirement in a 28-day cycle or the 40 hoursper week for the four-ten work schedule. No overtime shall be paid for attendance at school unless specifically authorized by the Police Chief.

F. Notification of Shift Change

1. Twenty-one (21) calendar days notice shall be provided when employees are rotated, reassigned, or transferred from a regularly scheduled shift to another shift. Said twenty-one day notice shall not be required when an emergency necessitates a change in rotation, assignment or transfer. Emergency shall include but not be limited to the necessity of replacing employees absent from work because of unanticipated and unavoidable illness, injury or other good cause. Members may challenge the decision of the Police Chief through the grievance procedure provided in this M.O.U. except that all parties will accept the fact finder's decision as final, and except in case of an emergency, scheduling changes will not be implemented until the grievance is resolved.

2. For the classifications of Police Officer, Police Sergeant, and Public Safety Dispatcher, and Public Safety Dispatch Supervisor, the Police Chief will provide a minimum twenty-one day notice of the schedule for the 10- hour day (“pay-back” day). Whenever possible the Police Chief will provide a thirty-day notice of the schedule for the 10-hour day (“payback” day).

G. Shift Bidding

1. For the classifications of Police Officer, Community Service Officer, and Public Safety Dispatcher, the present practice of seniority based shift bidding shall be continued to permit assignment of personnel by the Police Chief where, in the Police Chief’s judgment, such assignment is needed to achieve management objectives. Members may challenge the decision of the Police Chief through the grievance

procedure provided in this M.O.U. except that all parties will accept the fact finder's decision as final, and except in case of an emergency, scheduling changes will not be implemented until the grievance is resolved.

2. Probationary or new Sergeants will be assigned to shifts by the Police Chief, or designee, for up to 18 months.

3. Any Police Officer, Community Service Officer, Public Safety Dispatcher, Public Safety Dispatch Supervisor, or Police Sergeant with deficiencies or problems associated with training may also be assigned to a shift by the Police Chief, or designee, until these issues are resolved or corrected. Shift bidding will be done by seniority after any special placement on shifts has been decided.

4. Shift changes will be scheduled by the Police Chief up to three times per year, but no less than twice per year.

5. Public Safety Dispatch Supervisor shifts shall be based on organizational needs per the Police Chief or designee.

H. Holiday Work Schedule

City offices will be closed for business during the December holiday season. Non-essential employees, as determined by the Police Chief, will participate in a four-day furlough.

I. Authority

1. The starting times for the alternative work schedule shall be established by the Police Chief and may be changed by the Police Chief at their discretion following a thirty day notice to the Association of the new starting times.

2. The City reserves the right and shall have the authority to discontinue, alter, or amend the alternative work schedule for any reason at any time at its sole discretion.

3. The Police Chief shall have sole discretion to assign employees on light duty assignments to a work schedule of the Police Chief's choosing including the standard five day, eight hour work schedule.

XXVIII. NEWARK POLICE ASSOCIATION RELEASE TIME

Upon request by the Newark Police Association (NPA), release time may be granted at the discretion of the Police Chief.

XXIX. AUTHORIZED REPRESENTATIVES FOR THE PURPOSE OF ADMINISTERING THE

TERMS AND CONDITIONS OF THIS MEMORANDUM OF UNDERSTANDING

A. Management's principal authorized agent shall be the City Manager or their duly designated representative except where a particular management representative is otherwise designated.

B. The Association's principal authorized agent shall be the President of the N.P.A. and/or their duly designated representative.

XXX. CARRYOVER TERMS

The provisions of the MOU between the City of Newark and the Newark Police Association will remain in effect until the adoption of a successor agreement or until exhaustion of the impasse process whichever occurs later.

XXXI. MANAGEMENT RIGHTS

The exercise by the City through its City Council and management representatives of its rights hereunder shall not in any way be directly or indirectly subject to the grievance procedure herein, except for specific provisions addressed in other clauses of this Memorandum of Understanding.

The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects, provided that this clause shall not supersede any other provisions of this Memorandum of Understanding.

The City Manager and Department Heads have and will continue to retain exclusive decision-making authority on matters not expressed in provisions of this Memorandum; and such decision-making shall not be in any way, directly or indirectly, subject to the grievance procedure contained herein.

The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect administrative regulations and employment rules and regulations consistent with law and the specific provisions of this Memorandum of Understanding, to direct its employees to take disciplinary action for just cause, to relieve its employees from duty because of lack of work or for other legitimate reasons, to determine whether goods or services shall be made, purchased or contracted for, to determine the method, means and personnel by which the City services are to be provided,

including the right to schedule and assign work and overtime and to otherwise act in the interest of efficient service to the community.

XXXII. IMPLEMENTATION OF SECTION 414(h)(2) OF THE UNITED STATES INTERNAL REVENUE CODE

A. Pick-up of Employee Contributions

1. Pursuant to the provisions of this Agreement, the employer shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the employer in lieu of employee contributions.

2. Employee contributions made under Paragraph 1 of this Article shall be paid from the same source of funds as used in paying the wages to affected employees.

3. Employee contributions made by the employer under Paragraph 1 of this Article shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.

4. The employee does not have the option to receive the employer contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system.

B. Wage Adjustment

Notwithstanding any provision in the current agreement on the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the employer pursuant to the provisions hereof.

C. Limitations to Operability

This Article shall be operative only as long as the City of Newark pick-up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

XXXIII. FULL UNDERSTANDING MODIFICATION AND WAIVER

The parties to this Memorandum of Understanding acknowledge and agree that this Memorandum constitutes the result of meetings and conferring in good faith in accordance with Section 3500 et seq of the Government Code of the

State of California and further acknowledge and agree that all matters upon which the parties reached agreement are set forth in this Memorandum. This Memorandum supersedes and replaces all prior Memoranda of Understanding executed heretofore. The Memorandum of Understanding contains the full and entire understanding of the parties regarding the matters set forth herein. Existing practices and/or benefits which are not referenced in the Memorandum of Understanding and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process. The City shall not make any changes unless warranted by operational necessity.

XXXIV. TRANSFER

Transfers to or from the Department shall not be made in positions represented by the Association.

XXXV. PROMOTION

Effective June 1, 1995, and thereafter, promotional examinations for Police Sergeant shall be closed to participation from outside the department. The City shall have the sole discretion to hold a closed promotional or open recruitment to fill positions above the level of Police Sergeant.

XXXVI. NON-DISCRIMINATION

The parties agree, that they, and each of them, shall not discriminate against to the extent prohibited by law because of political or religious opinions or affiliations, or because of racial or national origin, or because of age or sex or disability, or because of membership in the Association or any other activities on behalf of the Association.

XXXVII. PROVISION REGARDING AMERICANS WITH DISABILITIES ACT

A. Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement or process that may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

B. The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Association will be notified of these

proposed accommodations prior to implementation by the City.

C. Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

D. Prior to disregarding any provision of this Agreement in order to undertake required accommodations for an individual protected by the Act, the City will provide the Association with written notice of its intent to disregard the provision.

XXXVIII. SEPARABILITY

Notwithstanding any other provisions in this Agreement to the contrary, in the event that any Article or subsections thereof, of this Agreement shall be declared invalid by any Court of competent jurisdiction, or by any applicable state or federal law or regulation, or should a decision by any Court of competent jurisdiction, or any applicable state or federal law or regulation diminish the benefits provided by this Agreement, or impose additional obligations on the City, the parties shall meet-and-confer on the Article or subsections thereof affected. In such event, all other provisions of this Agreement not affected shall continue in full force and effect.

On Behalf of the City:

_____ _____

David Benoun, City Manager Date

On Behalf of the NPA:

_____ _____

Steven Losier, NPA President Date

ATTACHMENT A

NEWARK POLICE ASSOCIATION

REGULAR FULL-TIME/PART TIME CLASSIFICATONS

Animal Control Officer

Community Service Officer

Police Officer

Police Records Supervisor

Police Sergeant

Property and Evidence Technician

Public Safety Clerk

Public Safety Dispatcher

Public Safety Dispatch Supervisor

Red Light Photo Enforcement Technician

Vehicle Abatement Officer

ATTACHMENT B

NEWARK POLICE ASSOCIATION SALARY SCHEDULES

(Effective Dates: 7/01/2025, 7/01/2026, and 7/01/2027)

Salary Schedule Effective 7/01/2025

	Step 1			Step 2			Step 3			Step 4			Step 5		
Job Classification	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual
Animal Control Officer	42.90	3,432.00	89,232.00	45.05	3,604.00	93,704.00	47.30	3,784.00	98,384.00	49.67	3,973.60	103,313.60	52.15	4,172.00	108,472.00
Community Service Officer	43.39	3,471.20	90,251.20	45.55	3,644.00	94,744.00	47.83	3,826.40	99,486.40	50.22	4,017.60	104,457.60	52.74	4,219.20	109,699.20
Police Officer	63.11	5,048.80	131,268.80	66.27	5,301.60	137,841.60	69.58	5,566.40	144,726.40	73.06	5,844.80	151,964.80	76.71	6,136.80	159,556.80
Police Records Supervisor	48.39	3,871.20	100,651.20	50.80	4,064.00	105,664.00	53.34	4,267.20	110,947.20	56.01	4,480.80	116,500.80	58.82	4,705.60	122,345.60
Police Sergeant	76.54	6,123.20	159,203.20	80.37	6,429.60	167,169.60	84.38	6,750.40	175,510.40	88.60	7,088.00	184,288.00	93.03	7,442.40	193,502.40
Property and Evidence Technician	41.85	3,348.00	87,048.00	43.94	3,515.20	91,395.20	46.13	3,690.40	95,950.40	48.45	3,876.00	100,776.00	50.87	4,069.60	105,809.60
Public Safety Clerk	40.83	3,266.40	84,926.40	42.87	3,429.60	89,169.60	45.01	3,600.80	93,620.80	47.26	3,780.80	98,300.80	49.63	3,970.40	103,230.40
Public Safety Dispatcher	50.09	4,007.20	104,187.20	52.60	4,208.00	109,408.00	55.22	4,417.60	114,857.60	57.98	4,638.40	120,598.40	60.88	4,870.40	126,630.40
Public Safety Dispatcher Supervisor	57.90	4,632.00	120,432.00	60.79	4,863.20	126,443.20	63.83	5,106.40	132,766.40	67.01	5,360.80	139,380.80	70.37	5,629.60	146,369.60
Red Light Photo Enforcement Technician	41.63	3,330.40	86,590.40	43.71	3,496.80	90,916.80	45.90	3,672.00	95,472.00	48.19	3,855.20	100,235.20	50.61	4,048.80	105,268.80
Vehicle Abatement Officer	34.29	2,743.20	71,323.20	35.99	2,879.20	74,859.20	37.80	3,024.00	78,624.00	39.70	3,176.00	82,576.00	41.67	3,333.60	86,673.60

Salary Schedule Effective 7/01/2026

	Step 1			Step 2			Step 3			Step 4			Step 5		
Job Classification	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual
Animal Control Officer	44.40	3,552.00	92,352.00	46.63	3,730.40	96,990.40	48.96	3,916.80	101,836.80	51.41	4,112.80	106,932.80	53.98	4,318.40	112,278.40
Community Service Officer	44.91	3,592.80	93,412.80	47.14	3,771.20	98,051.20	49.50	3,960.00	102,960.00	51.98	4,158.40	108,118.40	54.59	4,367.20	113,547.20
Police Officer	66.27	5,301.60	137,841.60	69.58	5,566.40	144,726.40	73.06	5,844.80	151,964.80	76.71	6,136.80	159,556.80	80.55	6,444.00	167,544.00
Police Records Supervisor	50.08	4,006.40	104,166.40	52.58	4,206.40	109,366.40	55.21	4,416.80	114,836.80	57.97	4,637.60	120,577.60	60.88	4,870.40	126,630.40
Police Sergeant	80.37	6,429.60	167,169.60	84.39	6,751.20	175,531.20	88.60	7,088.00	184,288.00	93.03	7,442.40	193,502.40	97.68	7,814.40	203,174.40
Property and Evidence Technician	43.31	3,464.80	90,084.80	45.48	3,638.40	94,598.40	47.74	3,819.20	99,299.20	50.15	4,012.00	104,312.00	52.65	4,212.00	109,512.00
Public Safety Clerk	42.26	3,380.80	87,900.80	44.37	3,549.60	92,289.60	46.59	3,727.20	96,907.20	48.91	3,912.80	101,732.80	51.37	4,109.60	106,849.60
Public Safety Dispatcher	52.59	4,207.20	109,387.20	55.23	4,418.40	114,878.40	57.98	4,638.40	120,598.40	60.88	4,870.40	126,630.40	63.92	5,113.60	132,953.60
Public Safety Dispatcher Supervisor	60.80	4,864.00	126,464.00	63.83	5,106.40	132,766.40	67.02	5,361.60	139,401.60	70.36	5,628.80	146,348.80	73.89	5,911.20	153,691.20
Red Light Photo Enforcement Technician	43.09	3,447.20	89,627.20	45.24	3,619.20	94,099.20	47.51	3,800.80	98,820.80	49.88	3,990.40	103,750.40	52.38	4,190.40	108,950.40
Vehicle Abatement Officer	35.49	2,839.20	73,819.20	37.25	2,980.00	77,480.00	39.12	3,129.60	81,369.60	41.09	3,287.20	85,467.20	43.13	3,450.40	89,710.40

Attachment B

CITY OF NEWARK SALARY SCHEDULES (Page 2 of 2)

Salary Schedule Effective 7/01/2027

	Step 1			Step 2			Step 3			Step 4			Step 5		
Job Classification	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual
Animal Control Officer	45.95	3,676.00	95,576.00	48.26	3,860.80	100,380.80	50.67	4,053.60	105,393.60	53.21	4,256.80	110,676.80	55.87	4,469.60	116,209.60
Community Service Officer	46.48	3,718.40	96,678.40	48.79	3,903.20	101,483.20	51.23	4,098.40	106,558.40	53.80	4,304.00	111,904.00	56.50	4,520.00	117,520.00
Police Officer	69.58	5,566.40	144,726.40	73.06	5,844.80	151,964.80	76.71	6,136.80	159,556.80	80.55	6,444.00	167,544.00	84.58	6,766.40	175,926.40
Police Records Supervisor	51.83	4,146.40	107,806.40	54.42	4,353.60	113,193.60	57.14	4,571.20	118,851.20	60.00	4,800.00	124,800.00	63.01	5,040.80	131,060.80
Police Sergeant	84.39	6,751.20	175,531.20	88.61	7,088.80	184,308.80	93.03	7,442.40	193,502.40	97.68	7,814.40	203,174.40	102.56	8,204.80	213,324.80
Property and Evidence Technician	44.83	3,586.40	93,246.40	47.07	3,765.60	97,905.60	49.41	3,952.80	102,772.80	51.91	4,152.80	107,972.80	54.49	4,359.20	113,339.20
Public Safety Clerk	43.74	3,499.20	90,979.20	45.92	3,673.60	95,513.60	48.22	3,857.60	100,297.60	50.62	4,049.60	105,289.60	53.17	4,253.60	110,593.60
Public Safety Dispatcher	55.22	4,417.60	114,857.60	57.99	4,639.20	120,619.20	60.88	4,870.40	126,630.40	63.92	5,113.60	132,953.60	67.12	5,369.60	139,609.60
Public Safety Dispatcher Supervisor	63.84	5,107.20	132,787.20	67.02	5,361.60	139,401.60	70.37	5,629.60	146,369.60	73.88	5,910.40	153,670.40	77.58	6,206.40	161,366.40
Red Light Photo Enforcement Technician	44.60	3,568.00	92,768.00	46.82	3,745.60	97,385.60	49.17	3,933.60	102,273.60	51.63	4,130.40	107,390.40	54.21	4,336.80	112,756.80
Vehicle Abatement Officer	36.73	2,938.40	76,398.40	38.55	3,084.00	80,184.00	40.49	3,239.20	84,219.20	42.53	3,402.40	88,462.40	44.64	3,571.20	92,851.20

Salaries are based on a 40-hour workweek for non-sworn NPA employees. Salaries listed for sworn NPA employees are based upon workweeks as defined in MOU

EXHIBIT B

Memorandum of Understanding

Between City

of Newark and

Newark Police Association

July 1, 2025

Through

June 30, 2028

Adopted
June 26, 2025

Resolution No.

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ATTACHMENTS

A Regular Full-Time / Part-Time Classifications

B. Salary Schedules

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Employee Wellness Committee¶

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF NEWARK AND NEWARK POLICE ASSOCIATION

I. TERM

This agreement shall be in effect from July 1, 2025 through June 30, 2028.

II. REPRESENTATION

The City recognizes the Newark Police Association (NPA), hereinafter referred to as the "Association," as the majority representative for regular full-time employees in the sworn classifications and full-time and regular part-time non-sworn classifications listed in Attachment A, pursuant to Employer-Employee Relations Resolution No. 1833.

III. DEFINITIONS

For purposes of this Memorandum of Understanding, unless the context otherwise requires, the following definitions in this Agreement shall apply:

A. "Base Hourly Rate." The term "base hourly rate" shall mean the hourly compensation rate for regular full-time and part-time classifications, excluding benefits.

B. "Employees". The term "employees" shall mean those regular full-time and regular part-time employees of the City of Newark occupying classifications represented by the Newark Police Association.

C. "Employer". The term "employer" shall mean the City of Newark.

D. "Employee Contributions." The term "employee contributions" shall mean those contributions to the PERS retirement system which are deducted from the salary of employees and credited to individual employees' accounts.

E. "Flexible Benefit Plan." The term "Flexible Benefit Plan" means a Plan established by the City of Newark pursuant to Section 125 of the Internal Revenue Code to allow employees to pay for medical and dental premiums as a before-tax conversion of salary.

F. "Non-sworn." The term "non-sworn" refers to those personnel occupying the classifications of Animal Control Officer, Community Service Officer, Public Safety Clerk, Police Record Supervisor, Public Safety Dispatcher, Public Safety Dispatch Supervisor, Vehicle Abatement

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"Compensation Base." The term "compensation base" shall mean the total compensation for regular full-time classifications including consideration for base salary, City's payment of any portion of the employee's contribution to PERS, medical premium, dental premium, vision care, life insurance, long term and/or short term disability. Total compensation offers choices for employees to select benefit plans suitable to individual needs.

Officer, Property and Evidence Technician, and Red Light Photo Enforcement Technician.

G. "Sworn". The term "sworn" refers to personnel occupying classifications of Police Sergeant or Police Officer.

H. "Reinstatement." In addition to reinstatement status as explained in the Personnel Rules and Regulations, the term "reinstatement" for purposes of this MOU shall apply to full-time sworn personnel who separate from the City of Newark after successfully completing their probationary period, then return to active service in the same classification within one year of their separation date.

I. "Retirement System." The term "retirement system" shall mean the PERS retirement system as made applicable to the City of Newark under the provisions of the Public Employees' Retirement Law (California Government Code Section 20000 et seq.).

J. "Regular Part-Time Employees." The term "regular part-time employees" shall mean those employees of the City of Newark who are scheduled to work less than 40 hours per week but at least 20 hours per week on a year-round continuous basis occupying positions specifically authorized as "regular part-time".

K. "Wages". The term "wages" shall mean the compensation paid to employees covered by this Agreement.

L. "Alternative Work Schedule" shall mean any schedule that differs from the five day, eight hours per day, 40-hour per week schedule.

M. "Four-Ten Work Schedule" shall mean a four-day, ten hours per day, 40 hours per week work schedule in a seven day work schedule.

N. "3/12 ½ Work Schedule" shall mean a work schedule for full-time Public Safety Dispatchers, and Public Safety Dispatch Supervisors, that equates to 40- hours per week in a 28-day work cycle. Typically, a Public Safety Dispatcher / Public Safety Dispatch Supervisor assigned to this work schedule will work three 12.5 hour days per week and one day of 10 hours within the City-designated 28-day work cycle.

O. "160-Hour Work Schedule" shall mean a work schedule for sworn personnel that equates to 40-hours per week in a 28-day work cycle. Typically, a sworn employee assigned to this work schedule will work three 12.5 hour days per week and one day of 10 hours within the City-designated 28-day work cycle.

P. "28-Day Work Cycle" for sworn personnel means the Fair Labor

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Standards Act work cycle of 28-continuous calendar days as established by the Payroll Office.

Q. "A Shift" means the scheduled work hours of 6:00 a.m. to 6:30 p.m.

R. "B Shift" means the scheduled work hours of 6:00 p.m. to 6:30 a.m.

S. "C Shift" means the scheduled work hours of 1:30 p.m. to 2:00 a.m.

IV. LABOR MARKET

The following agencies comprise the designated labor market for the purpose of total compensation survey comparisons: Foster City, Fremont, Hayward, Livermore, Menlo Park, Milpitas, Pleasanton, Redwood City, San Leandro, and Union City.

V. SALARY INCREASE

A. Total Compensation Data

For discussion purposes only, either party may prepare a total compensation survey that includes the following data points within the established labor market. All data gathered shall be based on currently available wages and benefits for new PEPRA employees:

1. Top step base salary.
2. That portion of the employee's PERS contribution that is paid by the employer (employee contributions to the employer's PERS costs shall be reflected as a negative number).
3. The amount of the highest premium the employer will pay for family coverage of medical, dental, and vision premiums.
4. The maximum amount paid by the employer for educational achievements or POST certificates.
5. The maximum number of holiday hours or holiday pay provided by the employer.

B. General Salary Increase

The salary ranges for all classifications represented by the Association shall be increased as follows:

1. Effective July 1, 2025, the salary increase shall be four percent (4%).
2. Effective July 1, 2026, the salary increase shall be three and one-half percent (3.5%).
3. Effective July 1, 2027, the salary increase shall be three and one-

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Market Equity Adjustments shall be suspended during the term of this agreement, however, the parties mutually acknowledge the need to provide competitive compensation packages to recruit and retain highly qualified personnel. Further, although the wage increases set forth herein not based upon the survey method set forth below, the parties believe the enhanced wages and benefits set forth in this Agreement would satisfy the survey criteria.¶
Formula for computing salary adjustments: The salary ranges for all classifications represented by the Association shall be increased by an amount determined by calculating the percent difference between the¶
top step total compensation of the classifications represented by¶
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the Association and the mean of the top step total compensation for labor market (as defined in Section IV) classifications known on a specified date, but effective no later than a specified date. All calculations shall be based upon a 40 hour workweek.¶
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half percent (3.5%).

C. One-time Supplemental First Responder Base Wage Adjustments
On a one-time basis and during the term of this Agreement these identified classifications (Police Officer, Police Sergeant, Public Safety Dispatcher and Public Safety Dispatch Supervisor) shall receive the following supplemental increases in addition to the increase identified in the General Salary Increase section above:

1. Effective July 1, 2025, the supplemental salary increase shall be three percent (3.0%).
2. Effective July 1, 2026, salary increase shall be one and one-half percent (1.5%).
3. Effective July 1, 2027, salary increase shall be one and one-half percent (1.5%).

VI. HEALTH AND WELFARE PROGRAM

A. The contribution by the City toward monthly premiums for health and welfare programs of employees represented by the Association shall be the Minimum Employer Contribution as determined by CalPERS for employers under the Public Employees' Medical and Hospital Care Act (PEMHCA). In the event that an employee elects to waive participation in the Program, that amount will be paid to the employee. The employee shall execute a waiver in the event the employee elects not to participate in the PERS Health Benefit Program or cancel participation after enrollment.

B. The City agrees to maintain a cafeteria plan under Section 125 of the Internal Revenue Code (IRC). The cafeteria plan allows employees to voluntarily reduce salary in an amount equal to the actual premiums for the PERS Health Plan, City-administered dental insurance and/or vision insurance as a before-tax conversion of salary. In the event of changes in law affecting the Flexible Benefit Plan, the City agrees to meet and confer with the Association regarding the impact of such changes.

C. Effective for the 2025 plan year, the City shall contribute to eligible NPA employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.

Employee Only: $932
Employee + 1 Dependent: $1,862
Employee + 2 or more Dependents: $2,460

For Regular Part-Time Employees working 20-25 hours:
Employee Only: $466-$582

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Employee + 1 Dependent: $931-$1,164
Employee+ 2 or more Dependents: $1,230-$1,537

Effective for the 2026 plan year, the City shall contribute to eligible NPA employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.Employee Only: $1,026
Employee + 1 Dependent: $2,049
Employee + 2 or more Dependents: $2,706

For Regular Part-Time Employees working 20-25 hours:
Employee Only: $513-$641
Employee + 1 Dependent: $1,025-$1,281
Employee+ 2 or more Dependents: $1,353-$1,691

Effective for the 2027 plan year, the City shall contribute to eligible NPA employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.

Employee Only: $1,077
Employee + 1 Dependent: $2,151
Employee + 2 or more Dependents: $2,842

For Regular Part-Time Employees working 20-25 hours:
Employee Only: $539-$673
Employee + 1 Dependent: $1,076-$1,344
Employee+ 2 or more Dependents: $1,421-$1,776

Effective for the 2028 plan year, the City shall contribute to eligible NPA employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.

Employee Only: $1,131
Employee + 1 Dependent: $2,259
Employee + 2 or more Dependents: $2,985

For Regular Part-Time Employees working 20-25 hours:
Employee Only: $566-$707
Employee + 1 Dependent: $1,130-$1,412
Employee+ 2 or more Dependents: $1,493-$1,866

D. Cash Back / Cash-in-Lieu of Benefits:

1. Cash-In-Lieu: Employees electing not to participate in the City's cafeteria plan and waiving all medical, dental, and vision benefits, will receive $450 per month "cash-in-lieu" of benefits, which includes the PEMHCA minimum per section A above.

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2. Cafeteria Plan Cash-Back: Employees who participate in the cafeteria plan but who do not utilize the full benefit allowance, may receive up to $450 per month of any money not used for the purchase of employer offered benefits.

3. Any "cash-in-lieu" and cafeteria plan "cash back" will be paid to the employee in taxable compensation.

4. For Regular Part-Time Employees working 30-35 hours the "cash-in-lieu" and "cash back" amount will be $338-394. For Regular Part-Time Employees working 20-25 hours the "cash-in-lieu" and "cash back" amount will be $225-281.

E. City and Association agree that in the event of any additional federal or state mandates requiring employer contributions for health care coverage, the City and Association shall reopen the memorandum of understanding to meet and confer on the issue of health care premiums and its impact on total compensation.

F. The City shall provide to each bargaining unit member, at no cost to the bargaining unit member, a $50,000 life insurance policy.

G. Employees and their spouses or registered domestic partners and up to 2 children living in the same household, 18 years of age and under, may use the gym, exercise equipment and aquatics facilities (excluding classes and facility rentals) at the Silliman Community Activity and Family Aquatics Center free of charge.

VII. UNIFORM ALLOWANCE

A. Police Officer, Police Sergeant, Community Service Officer, Animal Control Officer, and Vehicle Abatement Officer

1. Upon appointment to the classification of Police Officer, Community Service Officer, Animal Control Officer, or Vehicle Abatement Officer, a full-time regular employee shall be reimbursed by the City for the purchase of City-approved uniform and equipment up to an amount equal to the maximum of the annual uniform allowance in effect on the date of appointment to Police Officer, Community Service Officer, Animal Control Officer, or Vehicle Abatement Officer. Reimbursement shall be made upon receipt of evidence of purchase.

2. Upon completion of 12 months of continuous active employment or

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upon reinstatement, Police Officers and Police Sergeants shall receive a monthly uniform allowance of $100.

3. Upon completion of 12 months of continuous active employment or upon reinstatement, Community Service Officers, Animal Control Officers, and Vehicle Abatement Officers shall receive a monthly uniform allowance of $100.

4. If the employment of a Police Officer, Community Service Officer, Animal Control Officer, or Vehicle Abatement Officer is terminated before completion of the probationary period or 18 months of service, whichever is longer, uniforms and equipment purchased by the City through reimbursement pursuant to Provision VII.A.3.above shall be returned to the City.

B. Public Safety Dispatchers, Public Safety Dispatch Supervisors, Public Safety Clerks, Property and Evidence Technicians and Police Records Supervisors

1. Upon appointment to the classifications of 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, 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. Upon completion of 12 months of continuous active employment or upon reinstatement, Public Safety Dispatchers, Public Safety Dispatch Supervisor, Public Safety Clerks, Property and Evidence Technicians, and Police Records Supervisors shall receive a monthly uniform allowance of $45.

VIII. VACATION LEAVE

A. Beginning on the 90th day of employment, regular full-time sworn employees shall be eligible to earn vacation leave. Upon completion of said period of service, regular full-time sworn employees shall be credited with 22.5 hours of vacation leave and shall thereafter accrue vacation leave at the rates provided in Section C below for sworn employees.

B. Beginning on the 90th day of employment, regular full-time non-sworn employees shall be eligible to earn vacation leave. Upon completion of

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Upon approval of the Police Chief, employees assigned to motorcycle duty will be provided one pair of boots, two pairs of trousers, and one leather jacket. The motorcycle apparel shall conform to Police Department standards established by the Police Chief. Replacement of damaged or used apparel shall be at the discretion of the Police Chief. Employees shall either return the leather jackets at the completion of the motorcycle assignment or purchase the jacket issued to the employee from the City at a cost of $250. Duration of motorcycle duty assignments shall be at the discretion of the Police Chief

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said period of service, regular full-time non-sworn employees shall be credited with 20 hours of vacation leave, and shall thereafter accrue vacation leave at the rate provided in Section C below for non-sworn employees.

C. Vacation leave entitlement for regular full-time employees following completion of 90 days of continuous service is listed below.

1. Eligible sworn employees who have served less than five (5) years with the City shall earn vacation entitlement at the rate of 7.5 hours per month.

2. Eligible non-sworn employees who have served less than five (5) years with the City shall earn vacation entitlement at the rate of 6.67 hours per month.

3. Eligible sworn and non-sworn employees during their fifth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of ten (10) hours per month.

4. Eligible sworn and non-sworn employees during their tenth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of 13.34 hours per month.

5. Eligible sworn and non-sworn employees during their fifteenth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of 14.667 hours per month.

6. Eligible sworn and non-sworn employees during their twentieth year of employment, and thereafter, with the City of Newark shall earn vacation entitlement at the rate of 16.67 hours per month.

D. Regular full-time employees who separate from City service after 90 days of continuous service shall be paid for that part of their vacation accumulation that remains unused at the time of termination. Payment for unused vacation shall be made at the rate of pay in effect for such employees at the time of separation. Regular full-time employees who terminate from City service prior to completion of a 90 day employment period shall not be entitled to compensation for vacation leave, as none has been accrued.

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E. Upon separation from the City, a regular full-time employee will receive prorated vacation credit if the employee is actively at work or on a leave with pay for at least fifteen (15) calendar days during a month to accrue credit for that month.

F. The Police Chief shall set the shift work schedules no later than October

1st in the calendar year of the bid for the following year's schedule. The NPA shall coordinate the bids for shift and the bids for vacation as soon as possible after the work schedules are set. Shift and vacation schedules must be completed and submitted to Police administration by November 15 preceding implementation of the new work schedules. Any bids not completed or submitted will be determined at the sole discretion of the Police Chief.

G. It is the mutual understanding and intent of both parties that the term "vacation" for the purpose of determining when the employee is away from work includes the employee's days off preceding and following their regularly assigned shift (e.g. If the employee works Friday through Sunday, then the employee is considered on vacation from the Monday-Thursday of the preceding week and from Monday-Thursday of the following week.) The City will not schedule a payback day or training day within this vacation period. This provision only applies to two vacation periods designated by the employee during the annual vacation selection process. Any member selecting a vacation consisting of three (3) or more consecutive workweeks will have the option to satisfy their payback day utilizing accrued paid time off to complete their work assignment for the FLSA work period. This provision does not affect the City's ability to ensure proper staffing in the event of an emergency. Emergency shall include but not be limited to the necessity of replacing employees absent from work because of unanticipated and unavoidable illness, injury or other good cause, including unplanned tactical operations. The Association and City agree that every attempt will be made for payback days to be scheduled to coincide with the employees' normal workweek. However, if that is not possible the City may assign the payback day as needed.

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H. Regular part-time employees, upon completion of 90 days of continuous active service shall be eligible to accrue vacation leave hours each month as follows:

	20-25 Hour Work Schedule	30-35 Hour Work Schedule
Less than 5 years of service	3.33 – 4.16	5.00 – 5.83
During the 5th & following	5.00 – 6.25	7.50 – 8.75
During the 10th & following	6.67 – 8.33	10.00 – 11.67
During the 15th & following	7.33 – 9.16	11.00 – 12.83
During the 20th & following	8.33 – 10.41	12.50 – 14.58

Effective July 1, 2010, proration of RPT vacation leave will be based on actual hours worked or budgeted to work. For example, an RPT

employee with one year of City service who works 35 hours per week will receive 5.836 hours of vacation per month. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

An eligible employee must be at work or on a leave with pay for at least one half of the regularly scheduled work days in a month to accrue vacation leave credit for that month. (One-half the month for regular part-time employees shall not be based on hours worked, but rather the number of regularly authorized work days.)

Regular part-time employees who separate from City service after 90 days of continuous active service shall be paid for accrued but unused vacation leave at the time of termination. Payment for unused vacation shall be made at the rate of pay in effect for such employees at the time of separation. Regular part-time employees who terminate from City service prior to working 90 days of continuous active service shall not be entitled to compensation for vacation leave, as none has been accrued.

I. A regular full-time employee must be at work or on compensated leave for at least 80 hours during a month to accrue vacation credit for that month. It is understood by the City and Association that leave benefits will be accrued and used on an hourly basis. When an employee on an alternative work schedule is on paid leave, the employee must chargeaccrued leave balances for the number of hours required to cover the number of hours scheduled to work (e.g. 12.5 hours of leave, 10 hours of leave, or 9 hours of leave).

J. The maximum accumulation of vacation leave hours will be limited to two times the employee's annual accrual. The City Manager shall have the authority to allow an employee to exceed this maximum accumulation for 30 days.

K. Effective July 1, 2017, upon using one-half of the vacation time accrued during the 12-month period from July 1 through June 30, a regular full-time employee may request to receive pay for up to a total of sixty (60) hours per fiscal year of vacation, forty-five (45) to fifty-two and a half (52.5) hours for 30-35 hour employees, and thirty (30) to thirty-seven and a half (37.5) hours for 20-25 hour employees in hourly increments at the current hourly salary rate provided there is a minimum of one (1) week (40 hours) remaining in the employee's vacation bank after the conversion. Requests for vacation buy-back may be made up to two times per fiscal year in October and/or April for payment on December 15 and/or June 15.

By December 1 of each calendar year, eligible employees who want to cash out accrued vacation leave in the following calendar year shall

Deleted: For calendar year 2022 only, the total amount of vacation eligible for buy-back will be increased one time to 100 hours for regular full-time employees, 85 to 92.5 for 30-35 hour employees, and 70 to 77.5 for 20-25 hour employees.¶
¶
Effective November 2022 -

make an irrevocable election to cash out in the next calendar year, subject to the conditions set forth below:

- For regular full-time employees: The employee may cash out up to 80 hours of vacation.
- For regular 30-35 hour part-time employees: The employee may cash out up to 60-70 hours of vacation.
- For regular 20-25 hour part-time employees: The employee may cash out up to 40-50 hours of vacation.
- To be eligible to cash out, the employee must have used at least one-half of the vacation time accrued during the 12-month period preceding December.
- Employees must have the equivalent of one regular work week remaining in vacation accruals at the time of cash out.
- Employees must submit their Vacation Buy-Back Request Form to Payroll by December 1.
- This is an irrevocable election by the employee.

The City makes no representation as to the tax consequences of an employee cashing out accrued leave or the vacation buy-back program. It is the employee's sole responsibility to address the tax consequences of cashing out accrued leave or the vacation buy-back program.

IX. SICK LEAVE

A. Purpose

The purpose of sick leave is to allow regular full-time and regular part-time employees who are ill or injured to remain absent from work with pay, within the limitations of this section. Sick leave is granted to a full-time or part-time employee to recover from illness or injury so as to be physically able to return to work. Employees may also use sick leave to care for their sick children, siblings, parents, or spouse / domestic partner. Sick leave may be utilized for any leave covered under the Family Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA).

B. Accrual

1. Regular full-time employees may accrue sick leave with pay at the rate eight hours per month for each calendar month of service. Regular full-time employees shall accumulate unused sick leave at the rate of eight (8) hours per calendar month to a total of not more than 960 hours.

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2. Regular full-time employees who have served less than 90 days with the City shall receive no sick leave. Beginning on the 90th day of employment, the employee shall receive sick leave credit of 24 hours.

3. A full-time employee must be at work or on compensated leave for at least 80 hours during a calendar month to accrue sick leave, retirement, and/or any benefits or awards relating to or contingent upon completion of a specified period of employment or length of service. It is understood by City and Association that leave benefits will be accrued and used on an hourly basis. When an employee on an alternative work schedule is on paid leave, the employee must charge accrued leave balances for the number of hours required to cover the number of hours scheduled to work (e.g. 12.5 hours of leave, 10 hours of leave, or 9 hours of leave).

4. Regular part-time employees, beginning on the 90th day of employment, shall be eligible to accrue and use sick leave with pay at the following rates and to the following maximums:

Work Schedule	Monthly Accrual Rate	Maximum Accrual
20 - 25 hrs/week	4-5 hours	480-600 hours
30 - 35 hrs/week	6-7 hours	720-840 hours

Effective July 1, 2010, proration of RPT sick leave will be based on actual hours worked or budgeted to work. For example, an RPT employee who works 35 hours per week will receive 7 hours of sick leave per month. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

Regular part-time employees must be actively at work or on leave with pay for at least one half the regularly authorized work days in a month to accrue sick leave credits for that month. (One-half the month for regular part-time employees shall not be based on hours worked, but rather the number of regularly authorized workdays.)

Retirement Service Credit

Retirement service credit accounts have been established for each regular full-time and regular part-time employee in which that member may accrue retirement service credit toward early retirement under the Public Employees' Retirement System plan applicable to sworn and non-sworn employees. Retirement service credits cannot be used as sick leave as provided in this Agreement or the Personnel Rules and Regulations but

may be used only towards early retirement under the Public Employees' Retirement System. Sick leave credit accrued in excess of 960 hours for full-time employees, 720-840 hours for 30-35 hour part-time employees, and 480-600 hours for 20-25 hour part-time employees shall be placed in the individual's retirement service credit account. Accumulation of retirement service credit shall be unlimited.

Individuals with less than 960 hours, 720 hours, or 480 hours as applicable accumulation may designate a portion or all of their accumulation of sick leave credit after July 1, 1982 to be placed in the retirement service credit account. However, once placed in the retirement service credit account, it can be used only for retirement service credit and cannot be withdrawn from that account.

D. Administration of Sick Leave

1. Whenever possible, employees will make medical and/or dental appointments during off-duty time. When an eligible employee is unable to schedule a medical and/or dental appointment for treatment of an illness or injury during off-duty time, with the approval of the Department Head, the employee may charge time off for the medical and/or dental appointment to sick leave.

2. In order to receive compensation while absent on sick leave, the employee shall notify their immediate superior or other competent authority as soon as practicable, preferably prior to the time set for beginning their daily duties. The employee must submit an application for sick leave showing such information as required by the Police Chief. Such applications shall be factually correct. The Police Chief may make such investigations as they feel necessary and may require supplemental information from the employee.

3. A sworn employee may charge sick leave for the difference between workers' compensation temporary disability payments and their full salary, until such time as a medical examiner certifies that the employee's condition has become permanent and stationary and that the employee is permanently precluded from performing the substantial range of the job duties performed by the employee at the time of industrial injury.

4. Where non-sworn employees receive workers' compensation salary continuation benefits, and where sick leave is approved, the City shall pay the non-sworn employee their full salary excluding there from the employee's workers' compensation benefits. The non-sworn employee's sick leave entitlement shall be charged on a pro rata basis.

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5. If an eligible employee uses sick leave any time in excess of two (2) continuous days, the Police Chief may require the employee to furnish a certificate from a licensed doctor of medicine, chiropractic medicine or ostheopathy or the employee's choice, who has examined the employee, so that the employee's condition and ability to return to work may be ascertained. In any case and at any time, the Police Chief may require submittal of periodic physician's reports concerning the employee's condition and ability to return to and/or continue work.

6. Whenever the Police Chief has reasonable cause to believe that an eligible employee's condition of health is affecting or could affect the employee's ability to work, the Police Chief may require the employee to submit to an examination by a licensed physician selected by the City. If the physician determines that the eligible employee should not be undertaking certain duties required by their position classification, the Police Chief may require the employee to use accrued sick leave until sufficiently recovered to return to work.

7. Absence for illness may not be charged to sick leave not already accumulated by the employee.

8. An eligible employee absent from duty due to illness or injury who has been performing outside employment authorized by the Police Chief shall refrain from working at the outside employment until they are fully recovered from the illness or injury, unless specific approval is obtained from the Police Chief, or designee, to continue outside employment.

X. PERSONAL LEAVE

Regular full-time employees (prorated for regular part-time employees) may convert a maximum of the equivalent of one (1) work day (e.g., 8, 10, or 12.5 hours, dependent upon regularly assigned schedule) of sick leave to personal leave during each fiscal year. For example, a regular part-time employee who is scheduled to work 35 hours per week and works 12 hour shifts may convert a maximum of 10.5 hours of sick leave to personal leave during the fiscal year.

Effective July 1, 2006, all non-sworn regular full-time employees represented by the Association shall be granted a maximum of two (2) hours of personal leave with pay each fiscal year. All non-sworn regular part-time employees represented by the Association shall be granted a maximum of one (1) hour of personal leave with pay each fiscal year.

Effective July 1, 2008, In recognition of the unique work requirements that are specific to Dispatch employees that include but are not limited to; urgency conditions that interrupt schedules, loss of premium pay due to unscheduled

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¶
To minimize the impact on Police Department operations due to unanticipated absences, a sick leave incentive program is established for regular full-time and regular part-time employees represented by the Newark Police Association. The sick leave incentive program shall be administered as specified in the following provisions of this agreement.¶
¶
Incentives shall be based on achieving perfect attendance (defined as without use of sick leave) during calendar quarters (January - March, April-June, July - September, October - December).¶
¶
Incentive payments shall be granted at two levels which shall be Level A:¶
$50.00 per month for full-time employees, $37.50 to $43.75 for 30-35 hour part- time employees, and $25 to $31.25 for 20-25 hour part-time employees for a calendar quarter provided an employee had perfect attendance during the previous calendar quarter and Level B: $100.00 per month for full-time employees, $75 to $87.50 for 30-35 hour part-time employees, and $50 to $62.50 for 20-25 hour part-time employees for a calendar quarter provided an employee had three consecutive calendar quarters of perfect attendance. The following criteria shall be applied in determining eligibility for the two levels of incentive pay.¶
Section Break (Next Page)
Level A¶
Employees who have successfully completed nine (9) months of continuous active service in a regular full-time or regular part-time position represented by the Association shall be eligible to earn a sick leave incentive payment after a calendar quarter of perfect attendance.¶
¶
Employees hired before June 1, 1996 shall be eligible to earn a sick leave incentive payment after completion of six (6) months of continuous active service in a regular full-time position represented by the Association.¶
¶
An employee who works a calendar quarter without the use of sick leave, will receive the applicable Level A monthly incentive pay ($50.00, $37.50 to $43.75, or $25 to $31.25) for the succeeding calendar quarter. If any sick leave is used during the calendar quarter, when the employee is receiving the Level A incentive pay, payment of the incentive pay shall cease during the calendar quarter immediately following the one in which th ... [24]

absences, dispatch employees will receive 10 hours of personal leave to be used only on the 10 hour payback day and after advanced scheduling and approval of the manager. Hours must be used during the fiscal year or they will be forfeited.

XI. OTHER LEAVES

A. Military Leave

Employees represented by the Association shall be entitled to military leave and leave of absence without pay as specified in the City's Personnel Rules and Regulations.

Any Association employee who is required to be absent from their employment as the result of military obligations; i.e., military leave, shall be paid by City at the regular rate of pay to a maximum leave period of thirty (30) consecutive calendar days (or up to 172 hours) in any fiscal year while so absent. Employees are required to use accrued leave for all absences due to voluntary military duty. See section XXI for additional military benefits.

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B. Jury Duty

1. Regular full-time employees summoned to jury duty may be absent from duty provided that a copy of the summons is submitted to the employee's supervisor prior to jury duty and the employee is selected to serve on a jury.

2. Jury duty is based on an eight-hour day. If the employee's regularly scheduled shift is over eight (8) hours, the employee may use accrued leave to cover the rest of their shift, or return back to work and complete the rest of their shift. Employees shall not receive any overtime or compensatory time for jury duty occurring on a regularly scheduled day off.

3. Upon approval of the Police Chief, an employee assigned to shift duty may be rescheduled to day shift if the Jury Commissioner will not excuse the employee, and the employee is selected to serve on a jury. Rescheduling will only be considered if the employee has submitted the Chief's letter requesting that the employee be excused to the Jury Commissioner.

4. Regular part-time employees, upon completion of 1,040 work hours or one year of continuous active service, whichever occurs first, who are summoned to jury duty and required to serve, may be absent from duty with pay as follows:

Authorized Work Schedule	Pay
20 - 25 hrs/week	4 hours of pay per day
30 - 35 hrs/week	6 hours of pay per day

5. Those sworn and non-sworn regular full-time personnel who are officially notified to be summoned to jury duty, and are scheduled to work beyond midnight, shall not return to work for a minimum of 9 hours after serving jury duty.

C. Bereavement & Reproductive Loss Leave

1. Regular full-time employees represented by the Association may be granted up to a maximum of forty (40) hours of paid bereavement leave where there has been a death of a spouse, domestic partner, sibling, parent, parent-in-law, grandparent, grandchild, parent-in-law, grandparent-in-law, sibling-in-law, or child-in-law of an employee in order that the employee may attend last rites and attend to any pressing matters resulting from the death.

   A maximum of 80 hours of paid bereavement leave may be granted for the death of a biological child, adoptive child, or stepchild.

2. Reproductive Loss Leave

   Regular full-time employees may be granted reproductive loss leave of five (5) days where there has been a reproductive loss event such as miscarriage, stillbirth, unsuccessful assisted reproduction, failed adoption, or failed surrogacy of the employee, employee's spouse, or employee's registered domestic partner.

   Reproductive loss leave is an unpaid protected leave and may be granted in five (5) day increments for each reproductive loss event up to a maximum of twenty (20) days in any twelve (12) month period.

3. Regular part-time employees, upon completion of 1,040 work hours or one year of continuous active service, whichever occurs first, shall be eligible for prorated bereavement and reproductive loss leave. Regular part-time employees shall be eligible for prorated bereavement leave based on actual hours worked or budgeted to work. For example, an RPT employee who works thirty-five (35) hours per week will receive up to a maximum of thirty-five (35) hours of bereavement or reproductive

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loss leave per reproductive loss event. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for the proration. Bereavement and reproductive loss leave will be prorated as follows:

Work Schedule	Prorated Bereavement and Reproductive Loss Leave
20 - 25 hrs/week	up to a maximum of 20-25 hours
30 - 35 hrs/week	up to a maximum of 30-35 hours

XII. HOLIDAYS

A. Regular full-time employees in the classifications of Police Officer, Police Sergeant, Public Safety Dispatcher, and Public Safety Dispatch Supervisor, shall receive as compensation in- lieu of holidays an amount equal to 7% of their current base pay step, which in-lieu payment shall be paid each pay period. The in-lieu compensation factor of 7% shall not be applied and added to any payment for overtime work or to a lump sum payment for accrued vacation in the case of a terminating employee; or to any other payment to an employee except their current base pay step.

B. During the term of this agreement the classifications of Animal Control Officer, Community Service Officer, Police Records Supervisor, Property and Evidence Technician, Public Safety Clerk, Red Light Photo Enforcement Technician, and Vehicle Abatement Officer shall be eligible for the following holidays:

- January 1, New Year's Day
- Third Monday in January, Martin Luther King, Jr., Day
- Third Monday in February, President's Day
- Last Monday in May, Memorial Day
- June 19, Juneteenth
- July 4, Independence Day
- First Monday in September, Labor Day
- November 11, Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Last work day before Christmas
- December 25, Christmas Day
- Two Floating Holidays, to be scheduled subject to Department Head approval.

The floating holidays must be scheduled and used during the fiscal year. Holidays shall not be carried over from one fiscal year to another. Upon termination, an unused holiday cannot be converted to cash. An employee must be employed in a covered classification by January 1st to be eligible for the floating holidays.

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C. When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on the second day of two consecutive scheduled days off, the day following the days off shall be observed. When a holiday falls on the first day of two consecutive scheduled days off, the day preceding the days off shall be observed.

D. When a regular full-time employee who receives holiday-in-lieu pay is assigned to a light duty assignment on a 40-hour per week work schedule, said employee shall continue to receive holiday-in-lieu pay and will be required to work on holidays that occur during the work week.

E. The proration of holiday-in-lieu pay for regular part- time (RPT) employees in the classification of Public Safety Dispatcher or Public Safety Dispatch Supervisor will be based on actual hours worked or budgeted to work. For example, an RPT employee who is budgeted to work 35 hours per week will earn a prorated amount of holiday-in-lieu compensation based on a 35 hour per week work schedule. The in-lieu compensation factor shall not be applied and added to any payment for overtime work or to a lump sum payment for accrued vacation in the case of a terminating employee; or to any other payment to an employee except their regular pay.

F. Regular full-time employees represented by the Association who are assigned to work an alternative work schedule but who are not eligible for holiday-in-lieu pay will receive eight (8) hours of holiday leave for each official holiday set forth in the MOU. (Holiday leave is defined as an eight (8) hour day). The employee will receive eight hours of holiday pay at the straight time hourly rate and the additional hours to complete the shift must be charged to accrued vacation, comp time, or holiday comp time leave. When an employee works on a holiday or a holiday falls on a regularly scheduled day off the employee shall accrue eight (8) hours of holiday comp time (HCT). On the June 30 pay check, any unused holiday comp time (HCT) in excess of 26 hours will be paid to the employee at the straight time hourly rate in effect in June of that year. Those employees that utilize the holiday leave in observance of the holiday shall either utilize accrued vacation, compensatory time off, or holiday comp time for the remaining two (2) hours of their scheduled shift, or with the consent of their department, flex their work schedule during the same workweek as the holiday and work an additional two (2) hours at straight time.

XIII. PAY UPON PROMOTION

In the case of promotions to classes covered by this memo, the City agrees to pay the promoted employee a minimum of 5% above the top step of the range from which they were promoted.

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XIV. CERTIFICATE INCENTIVE PAY

The City shall provide the following Certificate Incentive Pay for personnel represented by the Association who receive a California P.O.S.T. Intermediate or Advanced Certificate.

The effective date for payment of Certificate Incentive Pay shall be the payroll period immediately following the date on the P.O.S.T. certificate.

The provision of Certificate Incentive Pay is not intended as an inducement or directive to employees to conduct personal education programs beyond the programs required and/or provided by the City. The course work is undertaken voluntarily by the employee and not subject to remuneration under provisions of the Fair Labor Standards Act.

A. Certificate Incentive Pay for Police Officer and Police Sergeant will be:
P.O.S.T. Intermediate Certificate 5% of base hourly pay rate per month
P.O.S.T. Advanced Certificate 10% of base hourly pay rate per month

B. Certificate Incentive Pay for Public Safety Dispatcher and Public Safety Dispatch Supervisor will be:
P.O.S.T. Intermediate Certificate 3.5% of base hourly pay rate per month
P.O.S.T. Advanced Certificate 7% of base hourly pay rate per month

XV. OVERTIME

A. Regular Full-time Employees

Overtime for all regular full-time employees shall be defined as that time worked in excess of the regularly assigned shift. Overtime shall be paid for actual hours worked when an employee's overtime hours are consecutive with the beginning or end of their regular shift. All overtime as above defined shall be paid at the rate of time and one-half of the regular hourly rate of pay for all positions or be granted as compensatory time off at the rate of time and one-half.

B. Regular Part-time Employees

Overtime for all regular part-time employees shall be defined as that work performed in excess of twelve and one-half (12.5) hours in a workday or forty (40) hours of actual work in a scheduled workweek. All overtime as above defined shall be paid at the rate of time and one-half of the regular hourly rate of pay for all positions or be granted as compensatory time off at the rate of time and one-half.

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The provision of educational incentive pay is not intended as an inducement or directive to employees to conduct personal education programs beyond the programs required and/or provided by the City. The course work is undertaken voluntarily by the employee and not subject to remuneration under provisions of the Fair Labor Standards Act.¶
¶
Effective July 1, 2019, Certificate Incentive Pay for dispatch personnel will be:¶
P.O.S.T. Intermediate Certificate→$120.00 per month¶
P.O.S.T. Advanced Certificate→$200.00 per month¶
¶
Effective July 1, 2020, Certificate Incentive Pay for dispatch personnel will be:¶
P.O.S.T. Intermediate Certificate $160.00 per month¶
P.O.S.T. Advanced Certificate $250.00 per month¶
¶
Effective July 1, 2021, Certificate Incentive Pay for dispatch personnel will be:¶
P.O.S.T. Intermediate Certificate $200.00 per month¶
P.O.S.T. Advanced Certificate $300.00 per month¶
¶
The effective date for payment of educational incentive pay shall be the payroll period immediately following the date on the P.O.S.T. certificate.¶
¶ ... [29]

C. Compensatory Time Off

Accumulation of compensatory time off shall be limited to 160 hours and shall only be available in accordance with federal regulations implementing the Fair Labor Standards Act. When an employee reaches the maximum accumulation of 160 hours, the employee shall receive overtime pay for time worked in excess of the regularly assigned shift.

The maximum accumulation of compensatory time off shall be 220 hours. All compensatory time off accruals and compensatory time off elected for cash out count toward the 220 hours limit.

1. Voluntary Election to Cash Out Compensatory Time Off

By December 1 of each calendar year, eligible employees may voluntarily and irrevocably elect to cash out compensatory time in the following calendar year, all compensatory time earned during the applicable calendar year and remaining at the end of that calendar year will be cashed out in the last full pay period of the calendar year. Should the employee transition outside of NPA, the irrevocable election remains in place for the calendar year.

Each year the employee will have the option to elect to irrevocably cash out compensatory time for the subsequent calendar year.

The City makes no representations as to the tax counsequences of an employee cashing out accrued leave or the compensatory time cash out program. It is the employee's sole responsibility to address the tax consequences of cashing out accrued leave.

2. Non-election of Compensatory Time Off Cash-Out

If an employee does not irrevocably elect to cash out compensatory time in the following calendar year, the compensatory time leave accrued in that calendar year will be credited to the employee's compensatory time off account until the compensatory time off account is credited to the maximum accrual amount. Unused compensatory time will carry over from one calendar year until the next is exhausted. Should the employee transition outside of NPA, the subsequent MOU provisions of the new employee group will apply to any remaining compensatory leave. Upon separation from City service, all earned compensatory time will be paid in cash.

D. Compensatory Time Off for School Resource Officers

School Resource Officers work a 9 hour day, 45 hours per week schedule and therefore, accumulate 5 hours of compensatory time per week. If a

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Deleted: Compensatory time accrual may be cashed-out for up to 80 hours per fiscal year. Cash out will be in November and April of the fiscal year. This provision terminates December 31, 2022. ¶
The Association and the City agree to meet and confer prior to December 31, 2022 to develop a process related to the cash out of compensatory time. The new process will be implemented in calendar year 2023 with the goal to comply with constructive receipt requirements in calendar year 2023.¶

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Effective December 2023 and each year thereafter –

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School Resource Officer works the standard 9 hour day, 45 hours per week schedule, the accumulation of compensatory time off shall be limited to 320 hours. At the termination of an assignment as a School Resource Officer, a plan shall be developed with the Officer to reduce the compensatory time leave balance to 160 hours within six months from the end of the assignment. If a School Resource Officer elects to work an alternative schedule (e.g., a 4/10 or a 9/80 work schedule), then the accumulation of compensatory time off shall be limited to 160 hours.

E. Call-Back Minimum

1. Regular full-time and regular part-time employees shall be eligible for a four (4) hour call-back minimum when the call back is for an unscheduled event that occurs more than two (2) hours after the end of the shift and within nine (9) hours of their assigned end of shift except as provided in Section XV.A above. Said employees shall receive, upon reporting a minimum of four (4) hours of work at the overtime rate, or if four (4) hours of work are not actually worked, a minimum of four (4) hours pay at the overtime rate.

2. Regular full-time and regular part-time employees who are called backto work for a planned event which is scheduled at least 24 hours in advance shall receive, upon reporting, a minimum of two (2) hours of work at the overtime rate, or if two (2) hours of work are not actually worked, a minimum of two (2) hours pay at the overtime rate.

3. The above call-back provision does not relate to official court appearances. Such court appearances shall be compensated as provided in this M.O.U.

4. A “call-back” occurs when an employee is required to return to their normal work location, or to travel to another work location at the direction of the city. A “call-back” does not occur when an employee handles a phone call at home or is otherwise not required to physically leave their residence. In such situations, the employee shall be compensated for any time actually worked at the overtime rate, but will not be entitled to the call-back minimum.

XVI. MINIMUM COURT TIME PAY

A. The City shall pay a minimum of four hours overtime at time and one-half pay to those sworn and non-sworn regular full-time personnel who are officially notified and appear in court on Newark Police Department business during their scheduled days off. For purposes of this section, the phrase "scheduled days off" refers to days on which the officer is not scheduled for duty. Scheduled days off does not include sick leave, 4850

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The crime must be one ordinarily assigned to the Detective Division for investigation.¶
There must be some urgency which requires immediate detective participation.¶
¶
There must be specific tasks to be performed or specific leads to be followed up which by their nature require the detective's expertise.¶
¶
The patrol supervisor must approve the call-out.¶
¶
The detective assigned to the type of crime in question shall be called out, if the above conditions are present. If that detective is not available, any detective who can respond shall be called out.¶

leave, leave without pay, or shift trades between employees.

B. The City shall pay a minimum of four hours overtime at time and one-half pay to those sworn and non-sworn regular full-time personnel who are officially notified and appear in court on Newark Police Department business if their assigned work schedule is beyond midnight and if court appearance is within nine (9) hours of their assigned end of shift but more than two (2) hours before or two (2) hours after the assigned shift.

C. The City shall pay a minimum of four hours overtime at time and one-half hourly pay rate to those sworn and non-sworn regular full-time personnel who are officially notified and appear in court on Newark Police Department business during their scheduled days on duty if they are serving duty on the B and C shifts provided they are scheduled to appear more than two (2) hours after the end of their assigned shift.

D. The City shall pay a minimum of two hours overtime at time and one-half to sworn and non-sworn regular full-time personnel scheduled to appear in court on the day normally scheduled to work provided they are scheduled to appear at least two hours prior to the assigned shift.

E. The City shall pay a minimum of two hours overtime at time and one-half pay to those sworn and non-sworn regular full-time personnel assigned to B or C shifts, or on day off who are not notified that their subpoenaed appearance in court is not required if the notification is not received by 10:00 hours on the day of the court appearance provided that the employee has called the appropriate agency to ascertain attendance requirements.

F. Minimum court time pay does not apply to employees on 4850 industrial leave, sick leave, leave without pay, or shift trades between employees.

1. An employee who is on sick leave on the date of the actual court appearance shall receive straight time pay for time spent at court.

2. An employee who appears in court while on industrial disability leave (4850 industrial leave) shall be ineligible for court pay, at either the straight-time or the time-and-one-half rate, but shall, instead, receive only their industrial leave (4850 leave) pay.

3. An employee who appears in court while on leave of absence without pay shall receive straight time pay for actual time spent at court, provided that prior approval for such pay has been authorized by a Police Lieutenant in advance of court appearance.

G. Only one four-hour minimum shall be paid per calendar day.

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XVII. DETECTIVE ON-CALL ALLOWANCE

A. One detective may be assigned by the Police Chief, or designee, to on-call duty. The terms, conditions, and procedures for on-call duty shall be determined by the Police Chief. The City maintains the right to discontinue the on-call duty program at its sole discretion.

B. The detectives assigned to on-call duty shall receive, in addition to monthly salary, one hundred seventy-five dollars ($175.00) for each full week (seven day period) assignment.

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C. Payment of the on-call allowance shall be prorated if the week assignment is not completed.

D. The on-call allowance will not be included as compensation when computing overtime pay, retirement or workers' compensation benefits.

E. The Police Chief shall establish terms and conditions for on-call duty pay.

XVIII. USE OF CITY VEHICLES

A. Police Officers who are assigned as Detectives and who live within the Newark city limits are authorized to utilize their assigned City-owned vehicles to commute to and from work and to lunch within the City limits. At the sole discretion of the Police Chief, the requirement that employees live within city limits may be waived. The City-owned vehicle shall not be utilized for any purpose not related to official City business.

B. Police Officers who are assigned as Canine Handlers are authorized to utilize their assigned City-owned vehicle to commute to and from work a distance not to exceed 40 air miles one way. At the sole discretion of the Police Chief, the 40 air miles requirement may be waived. The City-owned vehicle shall not be utilized for any purpose not related to official City business.

C. Police Officers who are assigned as Motor Officers and Sergeants are authorized to utilize their assigned City-owned motorcycles to commute to and from work a distance not to exceed 40 air miles one way. At the sole discretion of the Police Chief, the 40 air miles requirement may be waived. The City-owned motorcycles shall not be utilized for any purpose not related to official City business.

XIX. TUITION FEES AND BOOK COSTS REIMBURSEMENT

A. Regular full-time and regular part-time employees are eligible on a first-come, first-served basis for the educational reimbuesement of tuition fees and book costs.

B. The City shall establish a fund of $15,000 which shall be the City's total obligation for financing tuition fees and book costs incurred for courses completed within each fiscal year of this Memorandum of Understanding by the employees represented by the Newark Police Association. Reimbursement to individual employees shall not exceed $1,500 per employee per fiscal year. Should monies remain in the fund at the end of the fiscal year, the funds will be distributed equitably among employees that had eligible expenses beyond the $1,500 per employee limit, up to their maximum expense incurred. Reimbursements taxable under the IRS will be taxed to comply with IRS regulations.

C. Reimbursement shall be made for 100% tuition fees and book costs of satisfactorily completed courses taken in the pursuit of an Associate, Bachelor's or Master's Degree in the Administration of Justice, Political Science, Psychology, Public Administration, Criminology, Law, or Sociology, or any field directly related to police services. Reimbursement shall also be made for such fees and costs for a particular course in any of these fields, including any field directly related to police services, even though such course is not taken in pursuit of any of the above degree programs.

D. An employee may petition their Department Head for authorization to be reimbursed for courses which are not specifically enumerated above but are in a field directly related to police services and which will maintain or improve job-related skills. Denial of such petition is subject to the Grievance Procedure provided in this M.O.U. except that all parties will accept the fact finders decision as final.

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E. Procedure

1. An eligible employee shall request written approval from the Police Chief to be reimbursed for courses or approved fees authorized under this provision prior to registration in the course or educational program (i.e. Saint Mary's College bachelor's or graduate programs).

2. Reimbursement shall be made for 100% tuition fees and required textbook costs of satisfactorily completed, City-approved courses directly related to the employee's job. In the event that an employee's educational program is unable to identify the specific cost associated with a specific course, reimbursements will be processed based on the average course cost using the following formula:

   Total educational program fees (e.g.: B.S./B.A. degree programs) divided by the total number courses required to obtain the degree will equal the average course fee.

3. Satisfactory completion shall be construed to mean the attainment of a

course grade of "C" or better or documentation of satisfactory completion acceptable to the City. No reimbursement shall be made to employees who either unsatisfactorily complete or withdraw from an approved course.

4. Reimbursement shall be processed upon evidence of the successful completion of a course(s) and in accordance with the Human Resources Department's Educational Reimbursement procedures.

5. The City shall not provide reimbursement for any personal vehicle mileage or any expense other than tuition, fees and required textbook costs.

F. Required textbooks for which the employee was reimbursed shall become the property of the employee.

It is the intent of this policy that all employees, though eligible for reimbursement of expenses, shall carry out their educational programs on their own personal time. Departmental shifts may be arranged to allow an employee to enroll in a college program with reasonable assurance that course attendance shall not be disrupted at mid-semester or mid-quarter. This policy does not guarantee that such disruption shall not occur; however, the Police Chief shall insure that a reasonable effort will be made to avoid such disruptions when it may be achieved without inconvenience to departmental operations.

In the event that some activity of the educational program is to take place during the employee's duty hours, it shall be the responsibility of the employee to make the necessary arrangements for personal time off.

In this regard, the employee may make whatever arrangements are possible; however, the needs of the Department shall be of primary consideration in these situations.

This policy is not intended to serve as a directive to employees to conduct personal education programs beyond the programs required and/or provided by the City. The course work referred to here is that which is undertaken voluntarily by the employee and not subject to remuneration under provisions of the Fair Labor Standards Act.

XX. RETIREMENT BENEFITS

A. All Association members who were appointed prior to January 1, 2013 and all "Classic Members" (as defined by CalPERS) are referred herein either as "Classic Members" or as "Classic".

B. The City shall continue to provide to all sworn Classic Members of the

Association a retirement formula known as “3% at 50" together with the 1959 survivor benefit option and a credit for unused sick leave option. Sworn Classic Members continue to pay the 9% employee rate for the 3% at 50 retirement formula plus continue to pay up to 4% of an additional contribution in accordance with the following formula for a current total of 13%.

The Association’s Classic sworn members will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this agreement if the CalPERS Safety Plan employer actuarial rate for the 3% at 50 retirement formula exceeds 17.00% to a maximum of 25.00%. In the event that the employer rate exceeds 25.00%, the City shall be responsible for any increase above 25.00%. In subsequent years of the contract, if the rate over 17.00% decreases, the Classic Association members’ matching percentage of salary in the form of the employee contribution rate will be reduced by the above formula. Employer rate reductions below 17.00% will not be shared with Association members under the above formula.

The following example is for illustrative purposes only:

If the CalPERS Safety Plan employer actuarial rate for the 3% at 50 retirement formula increased from 17.00% to 20.00% effective July 1, 2006, the Classic sworn Association members’ rate would increase from 9.00% to 10.50%. The City would then be responsible for the matching 1.50%. If the rate decreased from 20.00% to 18.00%, the Classic sworn Association members’ rate would decrease by 1.00%.

C. The City shall continue to provide to all non-sworn Classic members of the Association a retirement formula known as “2.5% at 55" together with the 1959 Survivor Benefit option and a credit for unused sick leave option. Non-Sworn Classic Members continue to pay the 8% employee rate for the 2.5% at 55 retirement formula plus continue to pay up to 2.971% of an additional contribution in accordance with the MOU formula and the 2009 cap for a current total of 10.971%

In addition, the Association’s non-sworn Classic members will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this agreement if the CalPERS Miscellaneous Plan employer actuarial rate for the 2.5% at 55 retirement formula exceeds 10.00% to a maximum of 16.936%. In the event that the employer rate exceeds 16.936%, the City shall be responsible for any increase above 16.936%. In subsequent years of the term of the agreement, if the rate over 10.00% decreases, non-sworn Classic Association members’ matching percentage of salary will be reduced by the above formula. Employer rate reductions below 10.00% will not be shared under the above formula.

The following is for illustrative purposes only:

If the CalPERS Miscellaneous Plan employer actuarial rate increases to 10.00%, each Association member would contribute zero (-0-) from their salary to pay for the retirement benefit. If the rate increases from 10.00% to 13.00%, each Association member would contribute half of the 3.00% increase (1.50%) from their salary to pay for the retirement benefit. The City would then be responsible for the matching 1.50%. If the rate decreased from 13.00% to 11.00%, the Association member would contribute 0.50% of the increase above 10.00% from their salary to pay for the retirement benefit. The City would then be responsible for the matching 0.50%.

D. The City shall provide to sworn members of the Association who were appointed on or after January 1, 2013 who are PEPRA members (as defined by CalPERS) a retirement formula known as 2.7% at 57 in accordance with the Public Employees' Pension Reform Act of 2013.

Sworn association members who were appointed on or after January 1, 2013 who are PEPRA members (as defined by CalPERS) will contribute half the normal cost of the 2.7% at 57 plan as required by the Public Employees' Pension Reform Act of 2013.

In addition to paying the employee rate sworn PEPRA members currently pay an additional contribution of 1.5% of the employer rate. If CalPERS approves a contract amendment for the City of Newark that eliminates the 1.5% contribution the City agrees to amend its contract for sworn PEPRA members accordingly.

E. The City shall provide to all non-sworn members of the Association who were appointed on or after January 1, 2013 who are non-sworn PEPRA Members (as defined by CalPERS) a retirement formula known as 2% at 62 in accordance with the Public Employees' Pension Reform Act of 2013.

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If the employee rate for sworn PEPRA Members is 12%, in this example sworn PEPRA Members would pay the 12% employee rate plus an additional 4% for a total of 16%.¶

Non-sworn members of the Association who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) will contribute half the normal cost of the 2% at 62 plan as required by the Public Employees' Pension Reform Act of 2013.

In addition to paying the employee rate (currently 6.25%), non-sworn PEPRA Members will pay the same percentage of an additional contribution as non-sworn Classic Members of the Association pay.

F. All Association members' cost sharing contributions will be tax deferred.

G. All Association non-sworn Miscellaneous Group employee members will not pay any increase in the CalPERS employee cost share after June 30, 2009. The Miscellaneous Group's CalPERS cost share will be capped at the current 2.971% rate.

H. The parties acknowledge that the City must comply with the provisions of the Public Employees' Pension Reform Act of 2013. To the extent additional changes to the terms and conditions of employment are required by the Public Employees' Pension Reform Act of 2013 or any other law, the City agrees to meet and confer over the effects of any changes that it is required to make during the term of this agreement.

I. The City shall provide the one-year highest compensation option to Classic sworn and non-sworn members of the Association. The City shall provide the three-year average compensation requirement to PEPRA members as defined above.

J. The City shall continue to provide a retiree provision in all group health plans in which City personnel may participate.

K. Effective October 15, 2000, the City amended its contract with CalPERS to provide sworn members of the Association the ability to purchase up to four years of service credit for any continuous active military service prior to employment.

L. Effective, January 26, 2001, the City amended its contract with CalPERS to provide sworn members of the Association the indexed level 1959 survivor benefit option. The Association members agree that any costs now or in the future for the Indexed level 1959 survivor benefit will be paid by the members.

M. Effective November 16, 2004, the City amended its contract with CalPERS to provide for the Pre-Retirement Optional Settlement 2 Death Benefit for sworn members. The Association members agree that any costs now or in the future for the Pre-Retirement Optional Settlement 2 Death Benefit will

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be paid by the members.

XXI. EXTENSION OF MILITARY BENEFITS

A. This program covers non-probationary, regular, part-time and full-time employees. In addition to the 30 days of fully paid annual military leave provided under the California Military and Veterans Code §395.01 and 395.02, the City will pay additional wages to supplement the employee's income in an amount equal the employee's regular City monthly compensation less military pay for up to an additional 150 days. Thus, if an employee is ordered to military leave, that employee will receive full compensation for the first 30 consecutive calendar days (as required by the Military and Veterans Code §395.01 and 395.02), and supplemental compensation for up to 150 consecutive calendar days.

B. Employees will be required to provide copies of their military pay stubs for reconciliation purposes. Payments will be reconciled quarterly by the Finance Department. If the Finance Department has not received military pay information within three weeks after the end of the quarter, future checks may be held until the information is provided.

C. Payroll deductions related to employee-paid health insurance, dental insurance, retirement, vision insurance, short term disability insurance, long term disability insurance, and/or life insurance will continue during the employee's absence.

D. Employees who are on paid military leave will continue to accrue seniority, retirement benefits, sick leave, vacation, and shall receive holidays and salary adjustments. When the supplemental compensation ends, employees will continue to accrue seniority and retirement benefits. In order to continue retirement credit for military leave, the employee must request a military credit at any time after returning from military leave, but prior to separation or retirement.

E. For purposes of this policy, employees become eligible for the program after 30 days of military leave have been used, including any military leave that may have been used during this calendar year prior to military activism.

F. Affected employees must request in writing to the City Manager's Office via their department head, to participate in this program as soon as they are aware that their military leave will extend beyond 30 days. Employees must provide military orders or other official military documentation validating military leave requirements to their supervisor as soon as possible. The supervisor will then forward a copy to Human Resources and Finance.

G. An employee voluntarily enlisting for active duty service is not eligible for this program.

H. The City expects employees who benefit from this program to return to employment with the City after serving their military duty.

XXII. LONGEVITY PAY

A. Regular full-time employees in the classifications of Police Officer and Police Sergeant are eligible for longevity pay as follows:

Upon commencement of 10 years of service 2.5% salary increase
Upon commencement of 15 years of service 5.0% salary increase
Upon commencement of 20 years of service 7.5% salary increase

Longevity pay is computed on base compensation only. The maximum longevity pay premium is 7.5% of salary for employees in the classifications of Police Officer and Police Sergeant.

B. For service to meet the requirements of longevity pay, it must meet all of the following criteria:

- Full-time sworn classifications represented by the City of Newark Police Association, including probationary time through June 30, 2022; and
- Effective July 1, 2022, full-time sworn service in the classifications of Police Officer, Police Corporal, Police Sergeant, Police Lieutenant, Police Commander, Police Captain, and/or similar sworn position; in a public sector agency, including probationary time; and
- Continuous service or service that qualifies under reinstatement procedures; and
- Active service (in a paid status) or approved leave without pay that qualifies for FMLA, CFRA, PDL, workers' compensation, or other protected leaves per state or federal law.

XXIII. SPECIAL ASSIGNMENT PAY

A. Police Officers assigned as Field Training Officers to train Police Officers or Police Reserves shall receive a five percent (5%) of top Police Officer pay step base salary differential, which shall not affect the amount of holiday in lieu or educational incentive pay received while performing Field Training Officer duties.

B. Public Safety Dispatchers formally assigned by the Police Chief to train other Public Safety Dispatchers as part of a formalized departmental

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training program shall receive a five percent (5%) salary increase during such assignment, which shall not affect the amount of holiday-in-lieu pay received while performing Public Safety Dispatcher training duties. Public Safety Dispatchers are not eligible for this salary increase when acting as Public Safety Dispatch Supervisor and receiving acting pay for that assignment.

C. Employees assigned in writing by the Police Chief to perform the duties of a higher classification on an "acting" basis shall receive a five percent (5%) salary increase for hours worked from the first day of the acting assignment. In the event an employee in an acting assignment is absent from work because of illness or injury, the City may terminate the acting assignment.

D. Police Officers and Sergeants assigned to one of the following special duty assignments shall receive special assignment pay of 5% of base compensation per month:

- School Liaison Officer
- School Resource Officer
- Professional Standards and Training Officer
- Detective
- Canine Handler
- Motor
- Special Enforcement Team
- Any other position approved by the Police Chief

E. Police Officers who are assigned as Canine Handlers will also receive a maintenance allowance of $100.00 per month which will be treated as salary. The maintenance allowance is intended to cover expenses that are incurred as a direct result of housing the animal at the Officer's residence. These expenses include, but are not limited to, yard/interior home spraying, carpet cleaning, and general maintenance of the property to ensure the dog's safety and well-being.

F. Employees represented by the Association will receive bilingual assignment pay of $100.00 per month. Eligibility for bilingual assignment pay shall be made subject to the following conditions and in accordance with Administrative Regulation 0522 which establishes a policy and procedures for receiving bilingual assignment pay:

1. Employees will be required to pass an initial fluency test administered by the City or an independent testing service. Employees will be required to undergo periodic testing of skill level to remain eligible for bilingual pay.

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2. Eligible languages will be determined by the City.

3. Employees must be in a classification that brings them into regular contact with the general public.

4. The City retains the right to make the final determination regarding eligibility for bilingual assignment pay.

XXIV. SAFETY TRAINING AND EQUIPMENT

A. Animal Control Officer

The City shall provide safety training and equipment necessary to minimize the potential for work related injuries.

B. Firearm

An employee represented by the Association authorized by the Police Chief to carry a firearm in the course of employment, shall be provided a department-issue firearm. Department-issue firearms shall be the property of the City and must be returned to the City upon separation of employment, request of the Police Chief, or when an employee purchases and uses an alternative firearm approved by the department. The selection of the department-issue firearm shall be the sole discretion of the City.

Implementation of this provision shall be subject to an analysis and recommendation of an appropriate department-issue firearm acceptable to the City Manager.

C. The City will continue to provide Police Officers, Police Sergeants, Community Sevices Officers, Animal Control Officers, and Vehicle Abatement Officers the following safety and protective items: Holster, Gunbelt, Magazine Holder, Flashlight, Handcuffs, Handcuff Case, Baton, Baton Ring, Chemical Agent, Chemical Agent Holder, Ballistic Vest (Minimum Threat Level 2), and Belt Keepers.

Equipment will be Accumold, basket weave, or a similar style as approved by the Police Chief.

D. Motorcycle Duty

The City shall furnish uniformed motor officers with appropriate safety and protective equipment necessary for the performance of their duties. All motorcycle apparel provided shall conform to the standards established by the Police Department, as determined by the Police Chief. The replacement of worn or damaged apparel shall be at the sole discretion of

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the Police Chief. Provided items may include, but are not limited to, the following: motorcycle helmet, leather or Kevlar riding jackets, Class A wool shirt and britches, Motor Port motorcycle pants, daytime and nighttime eyewear, and motorcycle gloves.

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XXV. PER DIEM EXPENSE

The City shall provide suitable lodging or reimburse lodging expense incurred pursuant to current reimbursement rates for employees assigned to mutual aid, riot, or civil demonstration where employees are required to remain overnight. The City shall provide meals or reimburse for meals pursuant to current reimbursement rates for employees assigned to mutual aid.

XXVI. GRIEVANCE PROCEDURE

Any dispute between the City and an employee regarding the interpretation or application of this Memorandum of Understanding shall be considered a grievance. A grievance may be filed by an employee on their own behalf or by the President of the Association and/or their designated representative effecting the rights of an employee pursuant to this agreement who is represented by the Association. For purposes of this section, all notices required herein shall be effected 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 City supervisor involved at the City Administration Building or the employee at their home address as shown in the Human Resources 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.

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A written grievance shall contain a complete statement of the grievance, the alleged facts upon which the grievance is based, the reasons for the grievance, the remedy requested, and the sections of this agreement alleged to have been violated. The grievance shall be signed and dated by the employee and/or the President of the Association on behalf of an employee represented by the Association.

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

The employee or the Association shall pay for the time and expenses of their (its) representatives and witnesses through all stages of the grievance 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 Association shall be permitted to be present without loss of compensation during hearings on grievances.

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Time limits set forth herein for processing of the grievance procedure are of the essence of this procedure and are to be strictly complied with. Time limits may be extended only by written mutual agreement of the employee and/or Association and the supervisor conducting a hearing.

Any grievance 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 grievance is not answered by the City within the time limits set forth herein, the employee may and/or the Association on behalf of the employee may take the grievance to the next higher step in the grievance procedure within the time limits provided.

No resolution of any grievance shall be contrary to the provisions of this Memorandum of Understanding.

An Association employee shall not be penalized if they erroneously file a grievance rather than an appeal or vice versa under City of Newark Ordinance No. 77.10, Section 8, RIGHT OF APPEAL. At such time as the employee is notified in writing that the wrong procedure has been utilized, the employee shall refile the action as a grievance or appeal within 5 calendar days of the date of notification of erroneous filing.

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Grievances shall be processed in the following manner:

A. Within ten (10) calendar days of the occurrence of the matter on which a grievance is based, the employee and/or Association representative shall discuss the grievance in a meeting with the immediate supervisor of the employee involved.

B. If after such discussion the employee and/or the Association does not believe the problem has been satisfactorily resolved, they shall have the right, within ten (10) calendar days of the occurrence of the matter to file a formal written grievance of the personnel action with the employee's immediate supervisor.

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C. Within ten (10) calendar days of receipt of the notice of formal written grievance, the immediate supervisor shall provide their decision in writing to the employee and/or Association representative.

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D. Within ten (10) calendar days of the receipt of the decision from the employee's immediate supervisor, the employee and/or the Association may appeal the grievance by presenting a formal written appeal on the grievance to the appropriate Department Head.

E. Within ten (10) calendar days of receipt of the formal appeal on the grievance, the Department Head shall provide a written decision to the employee and/or Association.

F. Within ten (10) calendar days of receipt of the Department Head's decision, the employee and/or the Association may present a formal appeal of the grievance to the City Manager. The City Manager or their designated representative within ten (10) calendar days of receipt of the appeal shall make a thorough review of the grievance, meet with the Police Chief and the parties involved to attempt to resolve the grievance and, if necessary, thereafter provide a written decision to the employee and/or employee association within ten (10) calendar days of the meeting date.

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G. Within ten (10) calendar days of receipt of the decision of the City Manager, the employee and/or employee association may demand in writing to the City Manager that a formal appeal of the grievance be submitted to an independent fact-finder from a list of three qualified fact-finders submitted to the City by the American Arbitration Association.

1. The City Manager and the employee and/or Association representative shall alternately strike names from the list so furnished and the last name remaining shall be designated as the fact-finder.

2. The City and the employee and/or Association shall share equally the fees and expenses of the fact-finder as well as the cost of making a record of the fact-finder. Each party shall bear their attorney's fees.

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

4. 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.

5. If either of the parties does not accept the decision of the fact-finder, the party may appeal to a court of competent jurisdiction to hear the matter based on the transcript of evidence submitted to the fact-finder and conclusions of the fact-finder.

XXVII. WORK SCHEDULES

A. Police Officer and Police Sergeant

1. Sworn personnel shall utilize a work schedule known as a "160-Hour (3/12½) Work Schedule". Assignment to the 160-Hour (3-12½) Work Schedule shall include sworn regular full-time employees assigned to patrol. Eligibility for assignment to a Four-Ten Work Schedule shall include those special duty assignments listed in Section XXIII.D.

B. Animal Control Officer, Community Service Officer, and Vehicle Abatement Officer

1. Animal Control Officers, Community Service Officers, and Vehicle Abatement Officers will normally be assigned to a Four-Ten Work schedule. The Police Chief may authorize a different work schedule if such change is needed to achieve management objectives.

2. During any permitted meal periods, Animal Control Officers, Community Service Officers, and Vehicle Abatement Officers assigned to Patrol Division will be on an on-duty status and shall be available to respond to requests for police services.

C. Public Safety Dispatcher / Lead Public Safety Dispatcher

1. Regular full-time Public Safety Dispatchers, and Public Safety Dispatch Supervisors, shall utilize a work schedule known as "3/12½ Hour Work Schedule" with a paid lunch period. Typically, a Public Safety Dispatcher or Public Safety Dispatch Supervisor assigned to this schedule will work three days of 12.5 hours per week (37.5 hours) and one additional 10 hour day (47.5 hours) during the 28 day cycle.

2. Regular part-time Public Safety Dispatchers and Public Safety Dispatch Supervisors shall work a flexible schedule that does not normally exceed their designation of 20-25 hours per week or 30-35 hours per week.

3. The Parties have agreed that it is in their best interests to investigate the options of a 7B Fair Labor Standards Act (FLSA) exemption from overtime requirements for Dispatch Employees.

D. Public Safety Clerk and Police Records Supervisor

1. A standard work schedule for the Public Safety Clerk and Police Records 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 12:00 a.m. Sunday morning and ends at 11:59 on Saturday.

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Commented [A22]: The City proposes updating this language to reflect the current standard workweek. Please note that prior language did not make sense due to the midnight technicality (i.e.begins at 12:01 am on Monday and ends at 12:00 am **midnight** on Sunday)

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2. The Public Safety Clerk and Police Records 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.

E. Training

1. Employees authorized to attend schools for the purpose of training shall be assigned to a 40-hour, work week schedule. Work schedule adjustments may be authorized by the Police Chief to maintain the 160-hour work schedule requirement in a 28-day cycle or the 40 hoursper week for the four-ten work schedule. No overtime shall be paid for attendance at school unless specifically authorized by the Police Chief.

F. Notification of Shift Change

1. Twenty-one (21) calendar days notice shall be provided when employees are rotated, reassigned, or transferred from a regularly scheduled shift to another shift. Said twenty-one day notice shall not be required when an emergency necessitates a change in rotation, assignment or transfer. Emergency shall include but not be limited to the necessity of replacing employees absent from work because of unanticipated and unavoidable illness, injury or other good cause. Members may challenge the decision of the Police Chief through the grievance procedure provided in this M.O.U. except that all parties will accept the fact finder's decision as final, and except in case of an emergency, scheduling changes will not be implemented until the grievance is resolved.

2. For the classifications of Police Officer, Police Sergeant, and Public Safety Dispatcher, and Public Safety Dispatch Supervisor, the Police Chief will provide a minimum twenty-one day notice of the schedule for the 10- hour day ("pay-back" day). Whenever possible the Police Chief will provide a thirty-day notice of the schedule for the 10-hour day ("payback" day).

G. Shift Bidding

1. For the classifications of Police Officer, Community Service Officer, and Public Safety Dispatcher, the present practice of seniority based shift bidding shall be continued to permit assignment of personnel by the Police Chief where, in the Police Chief's judgment, such assignment is needed to achieve management objectives. Members may challenge the decision of the Police Chief through the grievance

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¶
Witmer-Tyson training 2nd and 4th Tuesdays every month. "In- house" training 1st and 3rd Tuesdays.¶
Any changes to the Tuesday training sessions will require a change in the Canine Officers' schedule so that no overtime is incurred for training.¶

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procedure provided in this M.O.U. except that all parties will accept the fact finder's decision as final, and except in case of an emergency, scheduling changes will not be implemented until the grievance is resolved.

2. Probationary or new Sergeants will be assigned to shifts by the Police Chief, or designee, for up to 18 months.

3. Any Police Officer, Community Service Officer, Public Safety Dispatcher, Public Safety Dispatch Supervisor, or Police Sergeant with deficiencies or problems associated with training may also be assigned to a shift by the Police Chief, or designee, until these issues are resolved or corrected. Shift bidding will be done by seniority after any special placement on shifts has been decided.

4. Shift changes will be scheduled by the Police Chief up to three times per year, but no less than twice per year.

5. Public Safety Dispatch Supervisor shifts shall be based on organizational needs per the Police Chief or designee.

H. Holiday Work Schedule

City offices will be closed for business during the December holiday season. Non-essential employees, as determined by the Police Chief, will participate in a four-day furlough.

I. Authority

1. The starting times for the alternative work schedule shall be established by the Police Chief and may be changed by the Police Chief at their discretion following a thirty day notice to the Association of the new starting times.

2. The City reserves the right and shall have the authority to discontinue, alter, or amend the alternative work schedule for any reason at any time at its sole discretion.

3. The Police Chief shall have sole discretion to assign employees on light duty assignments to a work schedule of the Police Chief's choosing including the standard five day, eight hour work schedule.

XXVIII. NEWARK POLICE ASSOCIATION RELEASE TIME

Upon request by the Newark Police Association (NPA), release time may be granted at the discretion of the Police Chief.

XXIX. AUTHORIZED REPRESENTATIVES FOR THE PURPOSE OF ADMINISTERING THE

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TERMS AND CONDITIONS OF THIS MEMORANDUM OF UNDERSTANDING

A. Management's principal authorized agent shall be the City Manager or their duly designated representative except where a particular management representative is otherwise designated.

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B. The Association's principal authorized agent shall be the President of the N.P.A. and/or their duly designated representative.

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XXX. CARRYOVER TERMS

The provisions of the MOU between the City of Newark and the Newark Police Association will remain in effect until the adoption of a successor agreement or until exhaustion of the impasse process whichever occurs later.

XXXI. MANAGEMENT RIGHTS

The exercise by the City through its City Council and management representatives of its rights hereunder shall not in any way be directly or indirectly subject to the grievance procedure herein, except for specific provisions addressed in other clauses of this Memorandum of Understanding.

The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects, provided that this clause shall not supersede any other provisions of this Memorandum of Understanding.

The City Manager and Department Heads have and will continue to retain exclusive decision-making authority on matters not expressed in provisions of this Memorandum; and such decision-making shall not be in any way, directly or indirectly, subject to the grievance procedure contained herein.

The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect administrative regulations and employment rules and regulations consistent with law and the specific provisions of this Memorandum of Understanding, to direct its employees to take disciplinary action for just cause, to relieve its employees from duty because of lack of work or for other legitimate reasons, to determine whether goods or services shall be made, purchased or contracted for, to determine the method, means and personnel by which the City services are to be provided,

including the right to schedule and assign work and overtime and to otherwise act in the interest of efficient service to the community.

XXXII. IMPLEMENTATION OF SECTION 414(h)(2) OF THE UNITED STATES INTERNAL REVENUE CODE

A. Pick-up of Employee Contributions

1. Pursuant to the provisions of this Agreement, the employer shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the employer in lieu of employee contributions.

2. Employee contributions made under Paragraph 1 of this Article shall be paid from the same source of funds as used in paying the wages to affected employees.

3. Employee contributions made by the employer under Paragraph 1 of this Article shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.

4. The employee does not have the option to receive the employer contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system.

B. Wage Adjustment

Notwithstanding any provision in the current agreement on the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the employer pursuant to the provisions hereof.

C. Limitations to Operability

This Article shall be operative only as long as the City of Newark pick-up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

XXXIII. FULL UNDERSTANDING MODIFICATION AND WAIVER

The parties to this Memorandum of Understanding acknowledge and agree that this Memorandum constitutes the result of meetings and conferring in good faith in accordance with Section 3500 et seq of the Government Code of the

State of California and further acknowledge and agree that all matters upon which the parties reached agreement are set forth in this Memorandum. This Memorandum supersedes and replaces all prior Memoranda of Understanding executed heretofore. The Memorandum of Understanding contains the full and entire understanding of the parties regarding the matters set forth herein. Existing practices and/or benefits which are not referenced in the Memorandum of Understanding and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process. The City shall not make any changes unless warranted by operational necessity.

XXXIV. TRANSFER

Transfers to or from the Department shall not be made in positions represented by the Association.

XXXV. PROMOTION

Effective June 1, 1995, and thereafter, promotional examinations for Police Sergeant shall be closed to participation from outside the department. The City shall have the sole discretion to hold a closed promotional or open recruitment to fill positions above the level of Police Sergeant.

XXXVI. NON-DISCRIMINATION

The parties agree, that they, and each of them, shall not discriminate against to the extent prohibited by law because of political or religious opinions or affiliations, or because of racial or national origin, or because of age or sex or disability, or because of membership in the Association or any other activities on behalf of the Association.

XXXVII. PROVISION REGARDING AMERICANS WITH DISABILITIES ACT

A. Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement or process that may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

B. The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Association will be notified of these

proposed accommodations prior to implementation by the City.

C. Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

D. Prior to disregarding any provision of this Agreement in order to undertake required accommodations for an individual protected by the Act, the City will provide the Association with written notice of its intent to disregard the provision.

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XXXVIII. SEPARABILITY

Notwithstanding any other provisions in this Agreement to the contrary, in the event that any Article or subsections thereof, of this Agreement shall be declared invalid by any Court of competent jurisdiction, or by any applicable state or federal law or regulation, or should a decision by any Court of competent jurisdiction, or any applicable state or federal law or regulation diminish the benefits provided by this Agreement, or impose additional obligations on the City, the parties shall meet-and-confer on the Article or subsections thereof affected. In such event, all other provisions of this Agreement not affected shall continue in full force and effect.

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On Behalf of the City: _____ Date

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David Benoun, City Manager

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On Behalf of the NPA: _____ Date

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Steven Losier, NPA President

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ATTACHMENT A

NEWARK POLICE ASSOCIATION

REGULAR FULL-TIME/PART TIME CLASSIFICATONS

Animal Control Officer

Community Service Officer

Police Officer

Police Records Supervisor

Police Sergeant

Property and Evidence Technician

Public Safety Clerk

Public Safety Dispatcher

Public Safety Dispatch Supervisor

Red Light Photo Enforcement Technician

Vehicle Abatement Officer

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Vehicle Abatement Officer

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ATTACHMENT B

NEWARK POLICE ASSOCIATION SALARY SCHEDULES

(Effective Dates: 7/01/2025, 7/01/2026, and 7/01/2027)

Salary Schedule Effective 7/01/2025

	Step 1			Step 2			Step 3			Step 4			Step 5		
Job Classification	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual
Animal Control Officer	42.90	3,432.00	89,232.00	45.05	3,604.00	93,704.00	47.30	3,784.00	98,384.00	49.67	3,973.60	103,313.60	52.15	4,172.00	108,472.00
Community Service Officer	43.39	3,471.20	90,251.20	45.55	3,644.00	94,744.00	47.83	3,826.40	99,486.40	50.22	4,017.60	104,457.60	52.74	4,219.20	109,699.20
Police Officer	63.11	5,048.80	131,268.80	66.27	5,301.60	137,841.60	69.58	5,566.40	144,726.40	73.06	5,844.80	151,964.80	76.71	6,136.80	159,556.80
Police Records Supervisor	48.39	3,871.20	100,651.20	50.80	4,064.00	105,664.00	53.34	4,267.20	110,947.20	56.01	4,480.80	116,500.80	58.82	4,705.60	122,345.60
Police Sergeant	76.54	6,123.20	159,203.20	80.37	6,429.60	167,169.60	84.38	6,750.40	175,510.40	88.60	7,088.00	184,288.00	93.03	7,442.40	193,502.40
Property and Evidence Technician	41.85	3,348.00	87,048.00	43.94	3,515.20	91,395.20	46.13	3,690.40	95,950.40	48.45	3,876.00	100,776.00	50.87	4,069.60	105,809.60
Public Safety Clerk	40.83	3,266.40	84,926.40	42.87	3,429.60	89,169.60	45.01	3,600.80	93,620.80	47.26	3,780.80	98,300.80	49.63	3,970.40	103,230.40
Public Safety Dispatcher	50.09	4,007.20	104,187.20	52.60	4,208.00	109,408.00	55.22	4,417.60	114,857.60	57.98	4,638.40	120,598.40	60.88	4,870.40	126,630.40
Public Safety Dispatcher Supervisor	57.90	4,632.00	120,432.00	60.79	4,863.20	126,443.20	63.83	5,106.40	132,766.40	67.01	5,360.80	139,380.80	70.37	5,629.60	146,369.60
Red Light Photo Enforcement Technician	41.63	3,330.40	86,590.40	43.71	3,496.80	90,916.80	45.90	3,672.00	95,472.00	48.19	3,855.20	100,235.20	50.61	4,048.80	105,268.80
Vehicle Abatement Officer	34.29	2,743.20	71,323.20	35.99	2,879.20	74,859.20	37.80	3,024.00	78,624.00	39.70	3,176.00	82,576.00	41.67	3,333.60	86,673.60

Salary Schedule Effective 7/01/2026

	Step 1			Step 2			Step 3			Step 4			Step 5		
Job Classification	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual
Animal Control Officer	44.40	3,552.00	92,352.00	46.63	3,730.40	96,990.40	48.96	3,916.80	101,836.80	51.41	4,112.80	106,932.80	53.98	4,318.40	112,278.40
Community Service Officer	44.91	3,592.80	93,412.80	47.14	3,771.20	98,051.20	49.50	3,960.00	102,960.00	51.98	4,158.40	108,118.40	54.59	4,367.20	113,547.20
Police Officer	66.27	5,301.60	137,841.60	69.58	5,566.40	144,726.40	73.06	5,844.80	151,964.80	76.71	6,136.80	159,556.80	80.55	6,444.00	167,544.00
Police Records Supervisor	50.08	4,006.40	104,166.40	52.58	4,206.40	109,366.40	55.21	4,416.80	114,836.80	57.97	4,637.60	120,577.60	60.88	4,870.40	126,630.40
Police Sergeant	80.37	6,429.60	167,169.60	84.39	6,751.20	175,531.20	88.60	7,088.00	184,288.00	93.03	7,442.40	193,502.40	97.68	7,814.40	203,174.40
Property and Evidence Technician	43.31	3,464.80	90,084.80	45.48	3,638.40	94,598.40	47.74	3,819.20	99,299.20	50.15	4,012.00	104,312.00	52.65	4,212.00	109,512.00
Public Safety Clerk	42.26	3,380.80	87,900.80	44.37	3,549.60	92,289.60	46.59	3,727.20	96,907.20	48.91	3,912.80	101,732.80	51.37	4,109.60	106,849.60
Public Safety Dispatcher	52.59	4,207.20	109,387.20	55.23	4,418.40	114,878.40	57.98	4,638.40	120,598.40	60.88	4,870.40	126,630.40	63.92	5,113.60	132,953.60
Public Safety Dispatcher Supervisor	60.80	4,864.00	126,464.00	63.83	5,106.40	132,766.40	67.02	5,361.60	139,401.60	70.36	5,628.80	146,348.80	73.89	5,911.20	153,691.20
Red Light Photo Enforcement Technician	43.09	3,447.20	89,627.20	45.24	3,619.20	94,099.20	47.51	3,800.80	98,820.80	49.88	3,990.40	103,750.40	52.38	4,190.40	108,950.40
Vehicle Abatement Officer	35.49	2,839.20	73,819.20	37.25	2,980.00	77,480.00	39.12	3,129.60	81,369.60	41.09	3,287.20	85,467.20	43.13	3,450.40	89,710.40

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Attachment B

CITY OF NEWARK SALARY SCHEDULES (Page 2 of 2)

Salary Schedule Effective 7/01/2027

	Step 1			Step 2			Step 3			Step 4			Step 5		
Job Classification	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual
Animal Control Officer	45.95	3,676.00	95,576.00	48.26	3,860.80	100,380.80	50.67	4,053.60	105,393.60	53.21	4,256.80	110,676.80	55.87	4,469.60	116,209.60
Community Service Officer	46.48	3,718.40	96,678.40	48.79	3,903.20	101,483.20	51.23	4,098.40	106,558.40	53.80	4,304.00	111,904.00	56.50	4,520.00	117,520.00
Police Officer	69.58	5,566.40	144,726.40	73.06	5,844.80	151,964.80	76.71	6,136.80	159,556.80	80.55	6,444.00	167,544.00	84.58	6,766.40	175,926.40
Police Records Supervisor	51.83	4,146.40	107,806.40	54.42	4,353.60	113,193.60	57.14	4,571.20	118,851.20	60.00	4,800.00	124,800.00	63.01	5,040.80	131,060.80
Police Sergeant	84.39	6,751.20	175,531.20	88.61	7,088.80	184,308.80	93.03	7,442.40	193,502.40	97.68	7,814.40	203,174.40	102.56	8,204.80	213,324.80
Property and Evidence Technician	44.83	3,586.40	93,246.40	47.07	3,765.60	97,905.60	49.41	3,952.80	102,772.80	51.91	4,152.80	107,972.80	54.49	4,359.20	113,339.20
Public Safety Clerk	43.74	3,499.20	90,979.20	45.92	3,673.60	95,513.60	48.22	3,857.60	100,297.60	50.62	4,049.60	105,289.60	53.17	4,253.60	110,593.60
Public Safety Dispatcher	55.22	4,417.60	114,857.60	57.99	4,639.20	120,619.20	60.88	4,870.40	126,630.40	63.92	5,113.60	132,953.60	67.12	5,369.60	139,609.60
Public Safety Dispatcher Supervisor	63.84	5,107.20	132,787.20	67.02	5,361.60	139,401.60	70.37	5,629.60	146,369.60	73.88	5,910.40	153,670.40	77.58	6,206.40	161,366.40
Red Light Photo Enforcement Technician	44.60	3,568.00	92,768.00	46.82	3,745.60	97,385.60	49.17	3,933.60	102,273.60	51.63	4,130.40	107,390.40	54.21	4,336.80	112,756.80
Vehicle Abatement Officer	36.73	2,938.40	76,398.40	38.55	3,084.00	80,184.00	40.49	3,239.20	84,219.20	42.53	3,402.40	88,462.40	44.64	3,571.20	92,851.20

Salaries are based on a 40-hour workweek for non-sworn NPA employees. Salaries listed for sworn NPA employees are based upon workweeks as defined in MOU.

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RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AND ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NEWARK AND THE NEWARK ASSOCIATION OF MISCELLANEOUS EMPLOYEES, AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING AND APPROVING AN AMENDMENT TO THE CITY'S SALARY SCHEDULE IN CONFORMANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

WHEREAS, the current Memorandum of Understanding between the City of Newark (the "City") and the Newark Association of Miscellaneous Employees ("NAME") expires on June 30, 2025; and

WHEREAS, the City and NAME entered into negotiations for a successor memorandum of understanding; and

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500, *et seq*.) and the Newark Municipal Code, the City Manager or his designee, as authorized by the City Council, has net and conferred in good faith with the representatives of NAME on matters related to wages, hours, and other terms and conditions of employment; and

WHEREAS, the representatives of the City and NAME have reached a tentative agreement to a successor MOU dated July 1, 2025 (the "MOU"), attached hereto and incorporated herein by this reference as Exhibit A with a redlined version of the prior MOU attached hereto as Exhibit B for general reference only; and

WHEREAS, the membership of NAME ratified the agreement as of May 28, 2025; and

WHEREAS, the City Council finds that the terms and conditions of the MOU are proper and in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Council hereby approves and adopts the MOU for NAME, effective July 1, 2025 and authorizes the City Manager to execute the MOU and to take such further actions as may be necessary to implement the MOU including any necessary non-substantive modifications.

BE IT FURTHER RESOLVED that if any provisions contained herein are found to be in conflict with any provisions of any other previous resolutions pertaining to the NAME MOU, the provisions herein shall prevail.

BE IT FURTHER RESOLVED that the City Council hereby approves an amendment to the City's Salary Schedule to reflect the revisions in compensation provided pursuant to the NAME MOU, Effective July 1, 2025.

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF NEWARK

AND

NEWARK ASSOCIATION OF MISCELLANEOUS EMPLOYEES

JULY 1,

2025

THROUGH

JUNE 30,

2028

ADOPTED June 26, 2025

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A	Regular Full-Time / Part-Time Classifications
B	Salary Schedule

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF NEWARK
AND THE
NEWARK ASSOCIATION OF MISCELLANEOUS EMPLOYEES

I. RECOGNITION

The City recognizes the Newark Association of Miscellaneous Employees (NAME), herein referred to as the "Association," as the majority representative for regular full-time and regular part-time miscellaneous employees in the classifications listed in Attachment A. The City also recognizes the Association as the majority representative for any new classifications, which should be assigned to the representation unit by the City Manager.

II. TERM

This agreement shall be in effect from July 1, 2025 through June 30, 2028.

III. DEFINITIONS

A. "Base Salary." The term "base salary" shall mean salary, excluding benefits.

B. "Employees." The term "employees" shall mean those regular full-time and regular part-time employees of the City of Newark occupying classifications represented by the Association. Only those provisions of this Memorandum of Understanding that specifically refer to regular part- time employees shall apply to regular part-time employees.

C. "Flexible Benefit Plan." The term "Flexible Benefit Plan" means a Plan established by the City of Newark pursuant to Section 125 of the Internal Revenue Code to allow employees to pay for medical, dental and vision premiums as a before-tax conversion of salary.

D. "Regular Part-Time Employees." The term "regular part-time employees" shall mean those employees of the City of Newark who are scheduled to work less than thirty-eight (38) hours per week but at least twenty (20) hours per week on a year-round continuous basis occupying positions specifically authorized as "regular part-time" by the City Manager.

E. "Retirement System." The term "retirement system" shall mean the PERS retirement system as made applicable to the City of Newark under the provisions of the Public Employees' Retirement Law (California Government Code Section 20000, et seq.)

F. "Seniority." The term "seniority" shall mean an employee's date of employment adjusted for any absence without pay of thirty (30) calendar days or more, not including protected leaves. When a leave of absence without pay is thirty (30) days or more, not including protected leaves, adjustments to seniority shall be made by deducting one (1) month of seniority for each month of absence without pay. In calculating seniority adjustments, seniority will not be granted for any months where an employee was not actually working or on compensated leave for at least one-half the regularly scheduled workdays in a month. Seniority shall be used for computation of vacation accrual rates, application of layoff procedures, and calculation of anniversary dates. When an employee's status is changed from regular part-time to regular full-time, the employee's seniority as a regular full-time employee shall include prorated service credit for service as a regular part-time employee. Prorated service shall be determined based

on the employee's authorized work schedule of half-time or three-quarter time. (Example: Ten (10) years of part-time service in an authorized half-time position would count as five (5) years full-time service credit and in an authorized three-quarter time position would count as seven and one-half (7.5) years full-time service credit). The employee's seniority shall be adjusted to include the prorated service credit.

IV. SALARY INCREASE

A. One-time Salary Schedule Adjustments

Effective July 1, 2025 and prior to applying the July 1, 2025 General Salary Increase in Subsection IV.B below, the City shall increase the salary steps for any classifications that are at least two cents ($0.02) below a five percent (5%) increase from the previous step in order to attain a five percent (5%) differential between the salary steps as of June 30, 2025.

This is a one-time salary increase and is not intended to create a requirement to maintain a five percent (5%), or any specific differential, between salary steps on an ongoing basis.

B. General Salary Increase

The salary steps for all classifications represented by the Association shall be increased as follows:

a. Effective July 1, 2025, salary increase shall be four percent (4.0%)
b. Effective July 1, 2026, salary increase shall be three and one-half percent (3.5%)
c. Effective July 1, 2027, salary increase shall be three and one-half percent (3.5%)

C. All active association members employed as of July 1, 2025, shall be eligible to receive an off-salary-schedule lump sum payment of one thousand dollars ($1,000.00) to be paid the first full pay period in July 2025, or the first full pay period after City Council approval of this agreement, whichever is later. This one-time benefit is not reportable to CalPERS, consistent with the CalPERS "Off Salary-Schedule Pay" Circular Letter dated October 4, 2023.

D. In addition to IV. C, above, and in recognition of their many years of service, all active association members who have fifteen (15) or more years of service and are employed as of July 1, 2025 shall be eligible to receive an off-salary-schedule one-time lump sum payment of one thousand dollars ($1,000.00) to be paid the first full pay period in July 2025, or the first full pay period after City Council approval of this agreement, whichever is later. This one-time benefit is not reportable to CalPERS, consistent with the CalPERS "Off Salary-Schedule Pay" Circular Letter dated October 4, 2023.

V. BENCHMARK CLASSIFICATIONS

A. The City and Association agree that the following list of Benchmark Classifications will be used by the City for the purpose of compensation surveys of similar labor market classifications within the cities of Foster City, Fremont, Hayward, Livermore, Menlo Park, Milpitas, Pleasanton, Redwood City, San Leandro, and Union City.

Benchmark Classification	Newark Classification
Accounting Assistant II	Accounting Assistant I/II
Building Inspector II	Building Inspector I/II Community Preservation Specialist Public Works Inspector Senior Building Inspector
Administrative Support Specialist II	Administrative Support Specialist I/II Senior Administrative Support Specialist
Engineering Technician I	Engineering Technician I/II Permit Technician
Information Technology Technician II	Information Technology Technician I/II
Equipment Mechanic II	Building Maintenance Mechanic I/II Equipment Mechanic I/II General Laborer Landscape Inspector Landscape & Parks Maintenance Worker I/II Street Maintenance Worker I/II Senior Building Maintenance Mechanic Senior Equipment Mechanic Senior Landscape Inspector Senior Landscape & Parks Maintenance Worker Senior Street Maintenance Worker
Recreation Coordinator	Child Care Instructor Lead Child Care Instructor Recreation Coordinator

VI. HEALTH AND WELFARE PROGRAMS

A. Medical Insurance

1. The contribution by the City toward monthly premiums for health and welfare programs of employees represented by the Association shall be the Minimum Employer Contribution as determined by CalPERS for employers under the Public Employees' Medical and Hospital CareAct (PEMHCA). In the event that an employee elects to waive participation in the Program, that amount will be paid to the employee as part of the Cash-in-Lieu benefit as provided below in Section 4. The employee shall execute a waiver in the event the employee elects not to participate in the PERS Health Benefit Program or cancel participation after enrollment.

2. The City agrees to maintain a cafeteria plan under Section 125 of the Internal Revenue Code (IRC). The cafeteria plan allows employees to voluntarily reduce salary in an amount equal to the actual premiums for the PERS Health Plan, City-administered dental insurance and/or vision insurance as a before-tax conversion of salary. In the event of changes in law affecting the Flexible Benefit Plan, the City agrees to meet and confer with the Association regarding the impact of such changes.

3. Effective for the 2025 plan year, the City shall contribute to each eligible NAME employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

   For Regular, Full-Time and Regular Part-Time thirty to thirty-five (30-35) hours employees:

   Employee Only: $932
   Employee + 1 Dependent: $1,862
   Employee + 2 or more Dependents: $2,460

   For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

   Employee Only: $466 - $582
   Employee + 1 Dependent: $931 - $1,164
   Employee + 2 or more Dependents: $1,230 - $1,537

   Effective for the 2026 plan year, the City shall contribute to each eligible NAME employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

   For Regular Full-Time and Regular Part-Time thirty to thirty-five (30-35) hours employees:

   Employee Only: $1,026
   Employee + 1 Dependent: $2,049
   Employee + 2 or more Dependents: $2,706

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

Employee Only: $513 - $641
Employee + 1 Dependent: $1,025 - $1,281
Employee + 2 or more Dependents: $1,353 - $1,691

Effective for the 2027 plan year, the City shall contribute to each eligible NAME employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time and Regular Part-Time thirty to thirty-five (30-35) hours employees:

Employee Only: $1,077
Employee + 1 Dependent: $2,151
Employee + 2 or more Dependents: $2,842

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

Employee Only: $539 - $673
Employee + 1 Dependent: $1,076- $1,344
Employee + 2 or more Dependents: $1,421 - $1,776

Effective for the 2028 plan year, the City shall contribute to each eligible NAME employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time and Regular Part-Time thirty to thirty-five (30-35) hour employees:

Employee Only: $1,131
Employee + 1 Dependent: $2,259
Employee + 2 or more Dependents: $2,985

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

Employee Only: $566 - $707
Employee + 1 Dependent: $1,130 - $1,412
Employee + 2 or more Dependents: $1,493 - $1,866

4. Cash-in-Lieu and Cafeteria Plan Cash Back: Regular full time and regular part time thirty to thirty-five (30-35) hour employees electing not to participate in the City's cafeteria plan and waiving all medical, dental, and vision benefits, will receive four hundred and fifty dollars ($450.00) "cash-in-lieu" of benefits, which includes the PEMHCA minimum per Section VI.A.1 above. Employees who participate in the cafeteria plan but who do not utilize the full benefit allowance, may receive up to four hundred and fifty dollars ($450.00) per month of any money not used for the purchase of employer-offered benefits. Cash-in-lieu and cafeteria plan "cash back" will be paid to the employee in taxable compensation.

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours this amount will be two hundred twenty-five dollars ($225.00) to two hundred eighty-one dollars ($281.00).

B. Life Insurance

The City agrees to provide fifty thousand dollars ($50,000.00) term life insurance coverage for regular full-time and regular part-time employees. Additional life insurance can be purchased at the employee's option on an after-tax payroll deduction basis.

C. Vision Care

The City will continue to offer a family coverage vision plan to Association members. The City will explore additional vision plan options to include offering VSP as part of the health open enrollment period to be effective January 1, 2026 or as soon as administratively possible thereafter. Association members will cover all costs.

D. Dental Care

The City will continue to offer a family coverage dental plan to Association members. Association members will cover all costs.

E. Short-Term Disability

The City will apply for all association members to participate in the State Disability Insurance (SDI) program as soon as administratively possible upon approval of this agreement. Employees shall pay any costs associated with the SDI program.

F. Long-Term Disability

The City will continue to offer a long-term disability plan to association members on an after-tax payroll deduction basis. Association members will cover all costs.

G. Wellness

1. Employees and their spouses or registered domestic partners and up to two (2) children or grandchildren living in the same household, twenty-six (26) years of age and under, may use the gym, exercise equipment and aquatic facilities (excluding classes and facility rentals) at the Silliman Community Activity and Family Aquatic Center free of charge.

2. Employees, their spouses or registered domestic partners, and their children and grandchildren twenty-six (26) years of age and under, will receive resident rates for class registration and facility rentals.

VII. BOOT & JACKET REIMBURSEMENT AND UNIFORM ALLOWANCE

A. Boot & Jacket Reimbursement

Employees in the positions of Building Inspector I/II, Building Mechanic I/II, Community Preservation Specialist I/II (if serving more than fifty percent (50%) of work time in the field), Engineering Technician I (if serving more than fifty percent (50%) of work time in the field), Equipment Mechanic I/II, General Laborer, Landscape Inspector, Landscape & Parks

Maintenance Worker I/II, Public Works Inspector, Senior Building Inspector, Senior Building Maintenance Mechanic, Senior Equipment Mechanic, Senior Landscape Inspector, Senior Landscape & Parks Maintenance Worker, Senior Street Maintenance Worker, and Street Maintenance Worker I/II, will be eligible for a sum of three hundred fifty dollars ($350.00) annually with the condition that the boots and jacket (if weather conditions warrant) be worn as part of the employee's uniform. If the City is unable to establish a purchase order system with an outside vendor, payment will be made as a reimbursement for a sales slip or proof of purchase dated during the term of this agreement. Employees are encouraged to request written pre-approval of reimbursement eligibility, prior to purchasing any items.

B. Employer Provided Uniforms

A uniform shall be provided to specified positions under this agreement. Employees are required to adhere to the respective Department's regulations regarding prescribed uniforms and requirements for uniforms to be clean and in good condition. The employer shall have the responsibility to purchase, launder and make any repairs in order to adhere to Department policies.

VIII. HOURS OF WORK

A. Workweek

A standard workweek for employees represented by the Association shall be forty (40) hours per week with days and times set at the sole discretion of the department head and City Manager.

The workweek begins at 12:01 a.m. Sunday morning and ends at 12:00 midnight on Saturday for all employees who do not work a 9/80 schedule. The workweek begins at the mid-point of the employee's eight (8) hour day for employees who work a 9/80 schedule. The beginning and end date and time of the workweek must remain consistent.

B. Work Schedules

Each employee must complete a Work Schedule Agreement form upon hire and whenever their permanent work schedule changes.

Work schedules are governed by the Guidelines for the Alternate Work Schedule for NAME, Confidential, and Management, Supervisory, and Professional Employees and other applicable Administrative Guidelines.

The City reserves the right and shall have the authority to discontinue the alternate work schedule for any reason at any time at its sole discretion.

C. Changes in Work Schedule

1. Employees may make special requests for days off or a change to their work schedule by discussing the change with their supervisor for approval.

2. In all cases in which an employee and their supervisor agree on a temporary schedule change lasting more than one (1) workweek, the schedule change shall be agreed upon in writing and in advance of the implemented change.

3. Within a workweek, if an employee or supervisor request a temporary schedule change, "flex time", the requestor must make a written request and the response must also be in writing, indicating agreement or not. As a general practice, flex time may not be used to avoid an employee's use of leave for time off requests or to avoid overtime.

   In rare instances, employees may be asked or required to work on their day off. If this occurs, the member will be compensated in accordance with the existing MOU and FLSA.

4. If the employee is reassigned to a different work schedule, the department head, whenever possible, will give the employee advance notice of at least two (2) weeks.

D. Holiday Work Schedule

City offices will be closed during the December holiday season. Non-essential employees, as determined by the City Manager, shall participate in a four (4) day furlough. The City Manager may authorize continuation of some critical services.

1. Employees may use vacation leave, holidays (if applicable), leave credits (if applicable), and/or leave of absence without pay during the four (4) day furlough. Compensatory time may not be used during the furlough.

2. Eligible employees on leave of absence without pay due to the furlough shall be paid holiday pay for holidays occurring during the furlough. Employees on an approved leave of absence without pay that started before December 10 and extends through the last full pay period in the calendar year will not be eligible for holiday pay.

3. Employees may be called back by the City Manager, or designee, as deemed necessary to protect public safety and essential City operations. Every effort shall be made not to call back employees who indicate they will be on vacation and desire not to be called back during the furlough.

4. Employees called out shall be entitled to pay in accordance with Section XIV. Overtime.

5. Employees who elect a leave of absence without pay for the furlough may request up to a four (4) day salary advance. Repayment of a salary advance for the furlough may be spread over a period of time provided that:

   a. the salary advance is requested by June 1 preceding the furlough;

   b. the salary advance is fully repaid no later than the last full pay period of the calendar year, so all payments occur within the same calendar and fiscal year of the furlough; and

   c. payments begin no earlier than July 1 of the impacted calendar year.

   Salary advances for regular part-time employees may be up to the amount of hours the employee is regularly scheduled to work during non-furlough workweeks.

6. The floating holiday may be used during the furlough. Association members who are on an alternate work schedule and whose regular day off occurs on a City holiday will accrue eight (8) hours of holiday leave per holiday. Those members may apply the accrued holiday(s) leave

toward furlough as long as the holiday(s) is accrued prior to use.

7. Benefits will not be affected by the furlough and leave and seniority will continue to accrue without deduction or penalty during the furlough period. Nothing in this agreement shall reduce the base salary of employees.

8. Employees without sufficient salary to cover deductions for health care or other similar deductions are required to pay for these deductions no later than December 15 of each year. Deductions from salary will be made in the following order: 1) mandatory deductions, 2) health and welfare deductions, 3) judgments, 4) deferred compensation, 5) credit union deductions, 6) association dues. If a different order of priority is desired, employees should contact the Finance Department.

IX. RETIREMENT BENEFITS

A. Classic Members

1. All regular full-time and regular part-time NAME members who were appointed prior to January 1, 2013 and all "Classic Members" (as defined by CalPERS) are referred herein either as "Classic Members" or as "Classic".

2. Classic Members shall be provided the two and one-half percent at fifty-five (2.5% at 55) formula in accordance with Government Code Section 21354.4 and the Public Employee's Pension Reform Act of 2013.

3. All Classic Members will contribute the employee contribution rate of eight percent (8%) for the two and one-half percent at fifty-five (2.5% at 55) retirement benefit.

4. Additional Contribution Towards Employer Rate

   a. In addition, if the CalPERS Miscellaneous Plan employer actuarial rate for the two and one-half percent at fifty-five (2.5% at 55) formula exceeds ten percent (10%) to a maximum of sixteen and nine hundred thirty-six thousandths percent (16.936%), all Classic Members will contribute a percentage of salary towards the employer rate sufficient to equally share in the cost with the City. In the event that the employer rate for Classic Members exceeds sixteen and nine hundred thirty-six thousandths' percent (16.936%), the City shall be responsible for any increase above sixteen and nine hundred thirty-six thousandths percent (16.936%). In subsequent years of the pay plan, if the rate over ten percent (10%) decreases the percentage of salary that Classic Members contribute towards the employer rate will be reduced by the above formula. Employer rate reductions below ten percent (10%) will not be shared under the above formula.

   b. The following is for illustrative purposes only:

      If the CalPERS Miscellaneous Plan two and one-half percent at fifty-five (2.5% at 55) formula employer actuarial rate increased by three percent (3%), each Classic Member would contribute an additional one and one-half percent (1.5%) of their salary to pay towards the employer rate for the retirement benefit. The City would then be responsible for matching the additional one and one-half percent (1.5%). If during the subsequent years of this pay plan, the rate decreased by three percent (3%), each Classic Member would no longer contribute the additional one and one-half percent (1.5%) of their salary

towards the employer rate to pay for the retirement benefit.

B. PEPRA Members

1. Regular full-time and regular part-time NAME members who were appointed on or after January 1, 2013 and who are "PEPRA Members" (as defined by CalPERS) will contribute half the normal cost of the two percent at sixty-two (2% at 62) plan as required by the Public Employee's Pension Reform Act of 2013.

2. Additional Contribution Towards Employer Rate.

   a. In addition, PEPRA Members will contribute the same percentage for the employer rate as Classic Members pay

   b. The following is for illustrative purposes only:

      If Classic Members pay three and four hundred sixty-eight thousandths percent (3.468%) of the employer rate, PEPRA Members will pay a total of three and four hundred sixty-eight thousandths percent (3.468%) of the employer rate. If the employee rate for PEPRA Members is seven and seventy-five hundredths percent (7.75%), in this example PEPRA Members would pay the seven and seventy-five hundredths percent (7.75%) employee rate plus an additional three and four hundred sixty-eight thousandths percent (3.468%) towards the employer rate for a total of eleven and two hundred eighteen thousandths percent (11.218%).

3. Notices of increases or decreases in the CalPERS Miscellaneous Plan employer actuarial rate will be provided to an Association Representative in advance of the effective date.

4. The City agrees to continue the Indexed level 1959 survivor benefit option. The group members agree that any costs now or in the future for the Indexed level 1959 survivor benefit will be paid by the members.

X. VACATION LEAVE

In accordance with the Personnel Rules and Regulations, annual vacation leave entitlement shall be as follows:

A. Regular Full-Time Employees

Beginning on the ninetieth (90th) day of employment, regular full-time employees shall be eligible to earn vacation leave. Upon the completion of said period of service, regular full-time employees shall be credited with twenty (20) hours of vacation leave, and shall thereafter accrue vacation leave at the rate provided below:

Years of Completed Service	Full-Time work schedule
Less than 5 years	6.667 hrs/month
5 through 9	10.000 hrs/month
10 through 14	13.334 hrs/month
15 through 19	14.667 hrs/month
20 or more	16.667 hrs/month

Regular full-time employees who separate from City service after ninety (90) days of employment shall be paid for that part of vacation accumulation that remains unused at the time of termination. Payment for unused vacation shall be made at the rate of pay in effect for such employees at the time of separation. Regular full-time employees who terminate from City service prior to the completion of said ninety (90) day period shall not be entitled to compensation for vacation leave, as none has been accrued.

An eligible employee must be actively at work, on certain protected leaves, or on a leave with pay for at least one-half the regularly scheduled work days in a month to accrue vacation leave credit for that month.

B. Regular Part-Time Employees

Beginning on the ninetieth (90th) day of employment, regular part-time employees shall be credited with ten (10) to twelve and one-half (12.5) hours of vacation leave for twenty to twenty-five (20- 25) hour employees, or fifteen (15) hours to seventeen and one-half (17.5) hours of vacation leave for thirty to thirty-five (30-35) hour employees and shall thereafter accrue vacation leave at the rate provided below:

Years of Completed Service	20-25 hour work schedule	30-35 hour work schedule
Less than 5 years	3.334-4.167 hrs/mo	5.000-5.834 hrs/mo
5 through 9	5.000-6.250 hrs/mo	7.500-8.750 hrs/mo
10 through 14	6.667-8.334 hrs/mo	10.000-11.667 hrs/mo
15 through 19	7.334-9.167 hrs/mo	11.000-12.834 hrs/mo
20 or more	8.334-10.417 hrs/mo	12.500-14.584 hrs/mo

Effective July 1, 2010, proration of RPT vacation leave will be based on actual hours worked or budgeted to work. For example, an RPT employee with one (1) year of City service who works thirty-five (35) hours per week will receive five and eight hundred thirty-four thousandths (5.834) hours of vacation per month. An RPT employee who works twenty-four (24) hours per week will receive four (4) hours of vacation per month. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

An eligible employee must be actively at work, on certain protected leaves, or on a leave with pay for at least one-half the regularly scheduled work days in a month to accrue vacation leave credit for that month. (One-half the month for regular part-time employees shall not be based on hours worked, but rather the number of regularly authorized workdays.)

Rates of accrual will be based on date of appointment to "regular part-time".

Regular part-time employees who separate from City service after ninety (90) days shall be paid for accrued but unused vacation leave at the time of separation. Payment for unused vacation shall be made at the rate of pay in effect for such employees at the time of separation. Regular part- time employees who separate from City service prior to working ninety (90) days shall not be entitled to compensation for vacation leave, as none has been accrued.

C. Vacation Buy-back

By December 1 of each calendar year, eligible employees who want to cash out accrued vacation leave in the following calendar year shall make an irrevocable election for vacation buy-back in the next calendar year, subject to the conditions set forth below:

- For regular full-time employees: The employee may elect up to eighty (80) hours of vacation buy-back.
- For regular thirty to thirty-five (30-35) hour part-time employees: The employee may elect up to sixty (60) to seventy (70) hours of vacation buy-back.
- For regular twenty (20) to twenty-five (25) hour part-time employees: The employee may elect up to forty (40) to fifty (50) hours of vacation buy-back.
- To be eligible for vacation buy-back, the employee must have used at least one-half of the vacation time accrued during the twelve (12) month period preceding December.
- Employees must have the equivalent of one (1) regular work week remaining in vacation accruals at the time of vacation buy-back.
- Employees must submit their Vacation Buy-Back Request Form to Payroll by the preceding December 1.
- This is an irrevocable election by the employee.

For example, to buy back vacation leave that is accrued in calendar year 2026, a full-time employee must elect by December 1, 2025, how much they want to buy back. The employee must have used a minimum of fifty percent (50%) of their accrued vacation between December 1, 2024 and November 30, 2025. Employees must further ensure they will have at least one (1) work week of vacation accruals remaining at the time of the buy-back which will occur in December 2026. The sell back will be paid out in the last full pay period of December 2026.

The City makes no representation as to the tax consequences of an employee cashing out accrued leave or the vacation sellback program. It is the employee's sole responsibility to address the tax consequences of cashing out accrued leave or the vacation buy-back program.

D. Maximum Accumulation

Regular full-time employees may accumulate vacation credits according to the following schedule:

Years of Completed Service	Maximum accrual
1 through 4	160 hours
5 through 9	240 hours
10 through 14	320 hours
15 through 19	352 hours
20 or more	400 hours

Regular part-time employees may accumulate vacation credits according to the following schedule:

Years of Completed Service	20-25 hour Maximum Accrual	30-35 hour Maximum Accrual
1 through 4	80-100 hours	120-140 hours
5 through 9	120-150 hours	180-210 hours
10 through 14	160-200 hours	240-280 hours
15 through 19	176-220 hours	264-308 hours
20 or more	200-250 hours	300-350 hours

XI. SICK LEAVE

A. Purpose

The purpose of sick leave is to allow eligible employees who are ill or injured to remain absent from work with pay, or to be used for medical and dental appointments that are unable to be scheduled during non-work hours, within the limitations of this section. Sick leave is granted for recovery from illness or injury so as to be physically able to return to work. This section is intended to comply with all applicable state, federal and local laws regarding sick leave absences.

Each calendar year, employees may use an amount equal to half of their annually accrued and available sick leave to care for their sick child, parent, domestic partner (as defined by California Family Code Section 297), or spouse. Sick leave may be utilized for any leave covered under the Family Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA).

B. Accrual for Regular Full-Time Employees

Beginning on the ninetieth (90th) day of employment, regular full-time employees accrue sick leave with pay at the rate of eight (8) hours for each calendar month of service. Regular full-time employees shall accumulate unused sick leave at the rate of ninety-six (96) hours per year up to a total of not more than nine hundred sixty (960) hours.

C. Accrual for Regular Part-Time (RPT) Employees

Beginning on the ninetieth (90th) day of employment, regular part-time employees shall be eligible to accrue and use sick leave with pay at the following rates and to the following maximums:

Work Schedule	Monthly Accrual Rate	Maximum Accrual
20-25 work hours	4-5 hours	480-600
30-35 work hours	6-7 hours	720-840

Proration of RPT sick leave is based on actual hours worked or budgeted to work. For example, an RPT employee who works thirty-five (35) hours per week will receive seven (7) hours of sick leave per month. An RPT employee who works twenty-four (24) hours per week will receive four and eight tenths (4.8) hours of sick leave per month. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

Regular full-time and regular part-time employees must be actively at work or on leave with pay for at least one-half the regularly scheduled workdays in a month to accrue sick leave credit for that month. (One-half the month for regular part-time employees shall not be based on hours worked, but rather the number of regularly authorized workdays.)

D. Retirement Service Credit

Retirement service credit accounts have been established for each eligible employee in which

that member may accrue retirement service credit toward early retirement under the Public Employees' Retirement System plan applicable to miscellaneous employees. Retirement service credits cannot be used as sick leave as provided in this Agreement or the Personnel Rules but may be used only towards early retirement under the Public Employees' Retirement System. Sick leave credit accrued in excess of one hundred twenty (120) days (nine hundred sixty (960) hours for full-time, seven hundred twenty (720) to eight hundred forty (840) hours for thirty to thirty-five (30-35) hours part-time employees, and four hundred eighty (480) to six hundred (600) hours for twenty to twenty-five (20-25) hours part-time employees) shall be placed in the individual's retirement service credit account. Accumulation of retirement service credit shall be unlimited.

Individuals with less than one hundred twenty (120) days accumulation may designate a portion or all of their accumulation of sick leave credit after July 1, 1980 to be placed in the retirement service credit account. However, once placed in the retirement service credit account it can be used only for retirement service credit and cannot be withdrawn from that account.

E. Administration of Sick Leave

1. When an eligible employee is unable to schedule a medical and/or dental appointment for treatment of an industrial or non-industrial illness or injury during off duty time, with supervisor approval, the employee may charge time off for the medical and/or dental appointment to sick leave.

2. For employee illness or injury to qualify for sick leave, the ill or injured employee shall notify the supervisor as required by Department policy. The supervisor will notify Human Resources or an employee's leave if the employee uses four (4) or more sick leave days within any continuous six (6) month period.

3. If an eligible employee uses sick leave any time in excess of two (2) continuous days, the employee's department head may require the employee to furnish a certificate from a practicing physician, licensed pursuant to Chapter 5 of Division 2 of the California Business and Professions Code of the employee's choice, who has examined the employee, so that the employee's ability to return to work may be ascertained. In any case and at any time, Human Resources may require submittal of periodic physician's reports concerning the employee's work restrictions and ability to return to and continue work.

4. In addition to the procedure outlined above, the following procedure, currently in effect, shall be followed by eligible employees with regard to sick leave use:

   a. Association members may not apply sick leave not already accumulated by the employee.

   b. Regular full-time employees who have served less than ninety (90) days with the City shall receive no sick leave. Beginning on the ninetieth (90th) day of employment, the employee shall receive credit for the ninety (90) days of service to the City.

   c. Absences without pay for illness or injury may be granted by the City Manager to a regular full-time or regular part-time employee for a period not to exceed one hundred twenty (120) days in a calendar year, provided that an employee who is about to exhaust all sick leave benefits makes a written request for such absence to the department head. The request for absence without pay shall be accompanied by a certificate that the employee is unable to work.

d. The City may require an employee to submit to a fit-for-duty examination by a qualified medical provider selected by the City whenever the City has a reasonable belief, based on objective evidence, that the employee may be unable to perform the essential functions of their job due to a medical condition or poses a direct threat to themselves or others. The employee shall provide a work status report from the treating medical provider that specifies any work-related restrictions or limitations specific to the employee. If the employee is determined, through the examination or a treating provider's report, to be temporarily unable to return to work, the employee shall be required to use accrued sick leave during the period of absence. If sick leave is exhausted, the employee may use other available accrued leave balances in accordance with City policy. An employee who has been absent from work due to medical reasons shall return to work in accordance with the work status report provided by their medical provider or as directed following the examination, provided the City can accommodate any verified restrictions consistent with applicable laws and policies.

XII. PERSONAL LEAVE

A. Regular Full-Time Employees

All regular full-time employees represented by the Association shall be granted a maximum of two (2) hours of personal leave with pay each fiscal year.

The City shall allow regular full-time employees represented by the Association to convert a maximum of eight (8) hours of sick leave to personal leave during each fiscal year. The eight (8) hours of converted personal leave is to be used for unforeseen, unplanned, emergency situations not due to illness, in which advanced approval is not possible so the use of vacation and compensatory time is not allowed, or for furlough.

B. Regular Part-Time Employees

All regular part-time employees represented by the Association shall be granted a maximum of one (1) hour of personal leave with pay each fiscal year.

The City shall allow regular part-time employees represented by the Association to convert four (4) to seven (7) hours of sick leave to personal leave based on actual hours worked or budgeted to work. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration during the fiscal year.

XIII. LEAVE OF ABSENCE WITHOUT PAY

A. Regular Full-Time Employees

Regular full-time employees represented by the Association with forty (40) hours or less of accrued leave shall be eligible for a leave of absence without pay as specified in the Personnel Rules and Regulations.

B. Regular Part-Time Employees

Regular part-time employees represented by the Association with twenty (20) hours or less (twenty to twenty-five (20-25) hours employees) or thirty (30) hours or less (thirty to thirty-five (30-35) hours employees) of accrued leave shall be eligible for a leave of absence as

specified in the Personnel Rules and Regulations.

C. An approved leave of absence without pay of less than thirty (30) days shall have no effect on the employee's seniority date. An employee's seniority date shall be adjusted for authorized absence without pay of thirty (30) days or more, not including protected leaves. The seniority date shall be adjusted one month for each month that an employee was on leave without pay. (See Section III-Definitions, Paragraph F.)

D. Leave of absence without pay can be used toward the holiday furlough per Section VIII-Hours of Work, Item D-Holiday Work Schedule, regardless of the number of hours of accrued leave an employee has.

XIV. OVERTIME

A. Work Week

The workweeks for employees on standard and alternate work schedules represented by the Association are defined in Section VIII-Hours of Work, A and C, respectively.

B. Work Day

The work day is established by the Work Schedule Agreement. For full-time employees, a regular work day as described in this section is equal to the number of hours an employee is scheduled to work on any day of the week, 12:01 a.m. to 12:00 midnight, with the following exception: those employees on a 9/76 or 9/80 schedule must continue to abide by their assigned schedule on their eight (8) hour work day. On this day, a regular work day is four (4) hours work time prior to the workweek start time, and four (4) hours work time after the workweek start time.

C. Overtime Work

Any hours worked in excess of forty (40) hours per week shall be classed as overtime work. All hours paid shall be counted toward the forty (40) hour threshold for purposes of determining if an employee is entitled to receive overtime compensation, except: 1) sick leave; and 2) vacation leave that is not requested and approved at least two weeks prior to the scheduled time off. In the event of a designated emergency, sick leave hours will be counted toward the forty (40) hour threshold. Work performed by regular part-time employees in excess of forty (40) hours of actual work in a scheduled workweek shall be classed as overtime work.

The city may require employees to work more than the scheduled workday or workweek. Nothing in this section shall preclude the right of management to adjust a work schedule during a seven (7) day work period to accommodate the needs of an employee or when the best interests of the City may be served by such adjustment.

D. Compensation for Overtime Work

Overtime work approved by the supervisor shall be compensated at the rate of time and one-half the straight time rate in the form of pay or compensatory time, at the election of the employee, up to a maximum of eighty (80) hours.

An employee who has accrued the maximum number of compensatory hours shall receive overtime compensation in pay at the rate of time and one-half the straight time rate for any additional approved overtime hours worked.

Accrued compensatory time may be used by an employee at their discretion, subject to the approval of the department head.

Accrued compensatory time in each calendar year shall be paid out in the last full pay period of December of that same calendar year. Compensatory time may not be accrued between the date of the end of the last full pay period in December and December 31st. Time worked during that time period will be paid.

E. Scheduled Overtime

An employee who has been scheduled and notified at least twenty-four (24) hours in advance to return to work on overtime more than two (2) hours after the end or two (2) hours before the beginning of a shift, on non-flexed holidays, or on non-flexed scheduled days off, shall receive upon reporting to work a minimum of two (2) hours of work, or if two (2) hours of work is not furnished, a minimum of two (2) hours of pay. Overtime will be paid for non-flexed scheduled days off and/or non-flexed holidays at the overtime rate for all hours worked in excess of forty (40) hours. All hours paid shall be counted toward the forty (40) hour threshold for purposes of determining if an employee is entitled to receive overtime compensation with the exception of:
1) sick leave; and 2) vacation leave that is not requested and approved at least two (2) weeks prior to the scheduled time off.

F. Unscheduled Overtime - Call Back Pay

An employee who has been notified less than twenty-four (24) hours in advance to return to work on overtime shall receive upon arriving to work a minimum of four (4) hours of work at the overtime rate or if four (4) hours of work is not furnished, a minimum of four (4) hours of pay at the overtime rate. If four (4) hours of work is not furnished and the employee is released then called back and returns to work within the same four (4) hour period, only one (1) minimum shall apply.

G. Alternate Work Schedule Overtime

Should subsequent legislation, either at the State or Federal level, require the payment of overtime for work beyond eight (8) hours in a single day, the alternate work schedule will be discontinued.

H. Work Schedule Flexing

With reasonable advanced notice, employees may be assigned to shifts outside of their normal work schedule, to include early morning, evening, weekend and/or holidays. For hours worked up to forty (40) hours in the flexed work week, employees will be paid straight time.

I. Designated Emergencies

Notwithstanding any other provision, all hours actually worked as a result of a designated emergency shall be compensated at the overtime rate of time and one half for all hours over forty (40) per week. All hours paid shall be counted toward the forty (40) hour work week for purposes of determining if an employee is entitled to receive overtime compensation including sick time. The designation of an emergency shall be at the sole discretion of the City.

XV. ACTING/SPECIAL ASSIGNMENT PAY

A. Regular full-time and regular part-time employees may be assigned to perform the duties of a regular position in a higher classification on a temporary basis. Such assignments shall be termed "acting assignments" and shall be made subject to the following conditions:

1. Acting assignments shall be made by the department head only, with City Manager approval, and shall be made with written notification to the acting employee.

2. Acting assignments shall be made only in those instances where the acting employee is required to perform all or substantially all of the duties and responsibilities of the higher level position for which the employee is acting.

3. Acting pay shall be an increase above the acting employee's compensation base of five percent (5%) or the bottom of the higher classification, whichever is greater. An employee shall not receive an increase that is higher than the top of the range of the higher classification.

4. Acting pay shall be effective the date the employee assumes the duties of the higher position, provided he/she is designated in writing by the department head.

B. The City agrees to pay employees in the following classification, who are certified to spray pesticides, five percent (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.

C. The City agrees to pay regular full-time employees bilingual assignment pay of one hundred dollars ($100.00) per month. Regular part-time employees scheduled to work thirty to thirty-five (30-35) hours per week will receive bilingual assignment pay of seventy-five dollars ($75.00) per month and regular part-time employees scheduled to work twenty to twenty-five (20-25) hours per week will receive bilingual assignment pay of fifty dollars ($50.00) per month. Eligibility for bilingual assignment pay shall be made subject to the conditions listed in Administrative Regulation 0522.

D. Nothing in this section shall preclude the temporary assignment of an employee to perform some of the duties of a higher classification for the purpose of providing training in the work of the higher classification. Such temporary training assignments shall not constitute an acting assignment within the meaning of this section.

It is understood that the provisions of this section shall not be interpreted as requiring the City to fill each temporary vacancy by an acting assignment.

XVI. HOLIDAYS

A. Holidays

The following days shall be recognized as municipal holidays for pay purposes for regular full- time and part-time employees represented by the Association:

- January 1, New Year's Day
- Third Monday in January, Martin Luther King, Jr. Day
- Third Monday in February, Presidents Day
- Last Monday in May, Memorial Day
- June 19, Juneteenth
- July 4, Independence Day
- First Monday in September, Labor Day
- November 11, Veterans Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- December 24, Christmas Eve Day
- December 25, Christmas Day
- Two Floating Holidays, to be scheduled subject to department head approval.

When any day recognized as a holiday by the City falls on a Sunday, the following Monday shall be considered the holiday. When any day recognized as a holiday by the City falls on a Saturday, the preceding Friday shall be considered the holiday.

B. The floating holidays must be scheduled and used during the fiscal year.

C. If an employee's hire date falls between July 1 and December 31, the employee will be eligible for the floating holidays during the current fiscal year. If an employee's hire date falls between January 1 and June 30, the employee will be eligible for the floating holidays beginning July 1, in the next fiscal year.

D. Holidays shall not be carried over from one fiscal year to another. Upon termination, an unused holiday cannot be converted to cash.

E. Holiday Compensation

Regular full-time employees on standard or alternate work schedules will receive eight (8) hours of pay for each holiday that falls on a scheduled workday.

Closed Holiday credits and debits will be calculated for each employee by Payroll and will be funded in the employee's Floating Holiday Bank on July 1 for the current fiscal year. Closed Holiday Credits are subject to all the benefits and restrictions of a Floating Holiday. They have no cash value and cannot be carried over from one fiscal year to the next fiscal year. If the employee separates from service before the end of the fiscal year, no further adjustments in the Closed Holiday Credits will be made.

Employees on other alternate work schedules (e.g., the 9/76, or 9/80 bi-weekly schedules) must use additional accrued vacation or compensatory time to account for the remaining half-hour(s) or hour(s). If the employee does not have any accrued leave available to be charged for the additional half-hour(s) or hour(s) for the holiday, the employee shall be charged with leave without pay.

Regular part-time employees will receive pro-ration of holidays based on actual hours worked or budgeted to work. For example, an RPT employee who works thirty-five (35) hours per week will receive seven (7) hours of pay per holiday. An RPT employee who works twenty-four (24) hours per week will receive four and eight tenths (4.8) hours of pay per holiday. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration. Holiday hours are accrued as follows:

Work Schedule	Holiday Pay
20-25 work hours	4-5 hours per holiday
30-35 work hours	6-7 hours per holiday

XVII. BEREAVEMENT AND REPRODUCTIVE LOSS LEAVE

A. Bereavement Leave

Regular full-time employees may be granted up to a maximum of forty (40) hours of paid bereavement leave where there has been a death of a spouse, domestic partner, sibling, parent, stepparent, grandparent, grandchild, grandparent-in-law, parent-in-law, sibling-in-law, or child-in-law of an employee so that the employee may attend last rites and attend to any pressing matters resulting from the death. A maximum of eighty (80) hours of paid bereavement leave may be granted for the death of a biological child, adoptive child, or stepchild.

B. Reproductive Loss Leave

Regular full-time employees may be granted reproductive loss leave of five (5) days where there has been a reproductive loss event such as miscarriage, stillbirth, failed adoption, or failed surrogacy of the employee, employee's spouse, or employee's registered domestic partner.

Reproductive loss leave is an unpaid protected leave and may be granted in five (5) day increments for each reproductive loss event up to a maximum of twenty (20) days in any twelve (12) month period.

Regular part-time (RPT) employees shall be eligible for prorated bereavement and reproductive loss leave based on actual hours worked or budgeted to work. For example, an RPT employee who works thirty-five (35) hours per week will receive up to a maximum of thirty-five (35) hours of bereavement or reproductive loss leave per reproductive loss event. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration. Bereavement and reproductive loss leave will be prorated as follows:

Work Schedule	Prorated Bereavement and Reproductive Loss Leave
20-25 work hours	up to a maximum of 20-25 hours
30-35 work hours	up to a maximum of 30-35 hours

XVIII. EDUCATIONAL REIMBURSEMENT OF TUITION FEES AND BOOK COSTS

A. Regular full-time and regular part-time employees are eligible on a first-come, first served basis for the educational reimbursement of tuition fees and book costs.

B. The City shall establish a fund of fourteen thousand dollars ($14,000.00) which shall be the City's total obligation for financing tuition fees and required textbook costs for job-related academic

courses, courses taken in pursuit of a college degree, or education undertaken to maintain or improve skills related to work performance in the employee's current position. Reimbursement to individual employees approved by the department head shall be for courses attended during the term of this Memorandum of Understanding and shall not exceed four thousand dollars ($4,000.00) per employee per fiscal year. Should monies remain in the fund at the end of the fiscal year, the funds will be distributed equitably among employees that had eligible expenses beyond the four thousand dollars ($4,000.00) per employee limit, up to their maximum expense incurred. Reimbursements taxable under the IRS will be taxed to comply with IRS regulations.

1. Eligible employees shall request written approval from their respective department heads to be reimbursed for courses or approved fees authorized under this provision prior to registration in the course or educational program.

2. Reimbursement shall be made for all tuition fees and required textbook costs of satisfactorily completed, City-approved courses directly related to the employee's job. In the event that an employee's educational program is unable to identify the specific cost associated with a specific course, reimbursements will be processed based on the average course cost using the following formula: Total educational program fees (e.g., B.S/B.A degree programs) divided by the total number of courses required to obtain the degree will equal the average course fee.

3. Satisfactory completion shall mean the attainment of a course grade of "C" or better or documentation of satisfactory completion acceptable to the City. No reimbursement shall be made to employees who either unsatisfactorily complete or withdraw from an approved course or educational program.

4. Reimbursement shall be processed upon evidence of the successful completion of a course(s).

5. The City shall <u>not</u> provide reimbursement for any personal vehicle mileage or any expense other than tuition fees and required textbook costs.

C. Reimbursement shall be achieved by following the instructions listed on the back of the "Request for Educational Reimbursement" form, available electronically on the citywide intranet or through the Human Resources office.

D. Required textbooks for which the employee was reimbursed shall become the property of the employee.

E. It is the intent of this policy that all eligible employees, though eligible for reimbursement of expenses, shall carry out their educational programs on their own personal time. Departmental shifts are arranged to allow an employee to enroll in a college program with reasonable assurance that course work attendance shall not be disrupted at mid-semester or mid-quarter. This policy does not guarantee that such disruption shall not occur; however, the Department Head shall ensure that a reasonable effort will be made to avoid such disruptions when it may be achieved without inconvenience to departmental operations.

In the event that some activity of the educational program is to take place during the employee's duty hours, it shall be the responsibility of the employee to make the necessary arrangements for personal time off.

In this regard, the employee may make whatever arrangements are possible; however, the

needs of the Department shall be of primary consideration in these situations.

This policy is not intended to serve as a directive to employees to conduct personal education programs beyond the programs required and/or provided by the City. The course work referred to here is that which is undertaken voluntarily by the employee and not subject to remuneration under provisions of the Fair Labor Standards Act.

XIX. PERSONNEL REDUCTION PROCEDURE

A. The Personnel Reduction Procedure set forth in the Personnel Rules and Regulations including Work Schedule Reductions In Lieu of Layoff shall apply to regular full-time and regular part-time employees represented by NAME.

B. Eligibility for Temporary Employment Following Lay Off

Employees who have been the subject of layoff are eligible to be considered for temporary employment to work in positions in the City of Newark as described below:

1. An employee who is the subject of layoff can apply for a temporary position in the same or in a different job class performing the same or different job duties as the employee held and performed as a regular or full-time employee;
2. City will consider the employee who is the subject of layoff for the temporary position for which the employee applied;
3. City may or may not hire the employee for that temporary position at the discretion of the City;
4. Employee will be compensated at the temporary position rate of pay;
5. If employee is hired as a temporary employee, the employee will remain on the Reinstatement List and the time on the Reinstatement List will not be interrupted;
6. Time worked as a temporary employee does not count toward seniority;
7. If the employee is hired as a temporary employee and the employee is eligible in the PERS Retirement System, the City will re-enroll temporary employee in the PERS Retirement Plan and employee and the City will make appropriate retirement contributions.

XX. GRIEVANCE PROCEDURE

Any dispute between the City and an employee represented by the Association regarding the interpretation or application of this Memorandum of Understanding shall be considered a grievance. A grievance may be filed by an employee on their own behalf or by the President of the Association or their designated representative affecting the rights of an employee or employees pursuant to this agreement who is represented by the Association. For purposes of this section, all notices required herein shall be affected 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 City supervisor involved at the City Administration Building or the employee at their home address as shown in the Human Resources Department, postage prepaid, mailed by certified mail return receipt requested. Notice sent by certified mail shall be considered received upon deposit in the U.S. Mail postage prepaid.

A written grievance shall contain a complete statement of the grievance, the alleged facts upon which the grievance is based, the reasons for the grievance, the remedy requested, and the sections of this agreement alleged to have been violated. The grievance shall be signed and dated by the employee or the President of the Association on behalf of an employee or employees represented by the Association.

Hearings on grievances and actual filing of grievances 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 Association representative shall be entitled to any additional compensation or premium pay for any time spent in preparing or processing grievances. No grievances shall be processed during periods of overtime.

The employee or the Association shall pay for the time and expenses of their (its) representatives and witnesses through all stages of the grievance 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 Association shall be

permitted to be present without loss of compensation during hearings on grievances.

Time limits set forth herein for processing of the grievance procedure are of the essence of this procedure and are to be strictly complied with. Time limits may be extended only by written mutual agreement of the employee and/or Association and the supervisor conducting a hearing.

Any grievance 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 grievance is not answered by the City within the time limits set forth herein, the employee and/or the Association on behalf of the employee may take the grievance to the next higher step in the grievance procedure within the time limits provided.

No resolution of any grievance shall be contrary to the provisions of this Memorandum of Understanding.

Grievances shall be processed in the following manner:

A. Within ten (10) calendar days of the occurrence or ten (10) calendar days from such time as the employee or Association should reasonably have been aware of the occurrence on which a grievance is based, the employee and/or Association representative shall discuss the grievance in a meeting with the immediate supervisor of the employee involved. A two (2) calendar day extension of this time period will be authorized by the department head, or designee, upon written notice from an employee or the Association that additional time is required to formally submit a grievance.

B. If after such discussion the employee and/or the Association do not believe the problem has been satisfactorily resolved, they shall have the right, within ten (10) calendar days of the occurrence of the matter to file a formal written grievance of the personnel action with the employee's immediate supervisor.

C. Within ten (10) calendar days of receipt of the notice of formal written grievance, the immediate supervisor shall provide their decision in writing to the employee and/or Association representative.

D. Within ten (10) calendar days of the receipt of the decision from the employee's immediate supervisor, the employee and/or the Association may appeal the grievance by presenting a formal written appeal on the grievance to the appropriate department head, with a copy to the Human Resources Director.

E. Within ten (10) calendar days of receipt of the formal appeal on the grievance, the department head shall provide a written decision to the employee and/or Association.

F. Within ten (10) calendar days of receipt of the department head's decision, the employee and/or the Association may present a formal appeal of the grievance to the City Manager. The City Manager or their designated representative shall make a thorough review of the grievance, meet with the parties involved and provide a written decision to the employee and/or Association within ten (10) calendar days of receipt of the appeal.

G. Within ten (10) calendar days of receipt of the decision of the City Manager, the employee and/or Association may demand in writing to the City Manager that a formal appeal of the grievance be submitted to an independent fact-finder from a list of three qualified fact-finders submitted to the City by the American Arbitration Association.

1. The City Manager and the employee and/or Association representative shall alternately strike names from the list so furnished and the last name remaining shall be designated as the fact-finder.

2. The City and the employee and/or Association shall share the fees and expenses of the fact- finder as well as the cost of making a record of the fact-findings.

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

4. The City and the employee both hold the right to be represented by an attorney or a representative of the Association.

5. If either of the parties does not accept the decision of the fact-finder that party may appeal to a Court of competent jurisdiction to hear the matter based on the transcript of evidence submitted to the fact-finder and conclusions of the fact-finder.

XXI. MANAGEMENT RIGHTS CLAUSE

The City, through its City Council and management representatives, shall have and retain the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services and the exclusive decision-making authority on matters not expressly modified by specific provisions of this Memorandum. Such rights, as defined herein below, shall be exercised in all respects consistent with law and the specific provisions of this Memorandum of Understanding.

The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect administrative regulations and employment rules and regulations consistent with law and the specific provisions of this Memorandum of Understanding, to direct its employees to take disciplinary action for just cause, to relieve its employees from duty because of lack of work or for other legitimate reasons,

to determine whether goods or services shall be made, purchased or contracted for, to determine the method, means and personnel by which the City services are to be provided including the right to schedule and assign work and overtime and to otherwise act in the interest of efficient service to the community. The foregoing rights shall not be subject to the grievance procedure except as provided herein.

XXII. IMPLEMENTATION OF SECTION 414(h)(2) OF THE UNITED STATES INTERNAL REVENUE CODE

A. Pick-up of Employee Contributions

1. Pursuant to the provisions of this Agreement, the employer shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the employer in lieu of employee contributions.
2. Employee contributions made under Paragraph 1 of this Article shall be paid from the same source of funds as used in paying the wages to affected employees.
3. Employee contributions made by the employer under Paragraph 1 of this article shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this agreement.
4. The employee does not have the option to receive the employer-contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system.

B. Wage Adjustment

Notwithstanding any provision in the current agreement to the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the employer pursuant to the provisions hereof.

C. Limitations to Operability

This Article shall be operative only as long as the City of Newark pick-up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

If any of the aforementioned stated provisions of Section 414 (h) (2) of the United States Internal Revenue Code are changed during the term of this Memorandum of Understanding, the Association has the right to reopen negotiations only with regard to this section of this Memorandum of Understanding.

XXIII. FULL UNDERSTANDING, MODIFICATION AND WAIVER

The parties to this Memorandum of Understanding acknowledge and agree that this Memorandum constitutes the result of meeting and conferring in good faith in accordance with Section 3500, et seq of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reached agreement are set forth in this Memorandum. This Memorandum supersedes and replaces all prior Memoranda of

Understanding executed heretofore. The Memorandum of Understanding contains the full and entire understanding of the parties regarding the matters set forth herein. Existing practices and/or benefits which are not referenced in the Memorandum of Understanding and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process. The City assures the Association that unless changes are warranted by operational necessity it does not intend, nor does it anticipate during the term of this Memorandum of Understanding, any change, modification or cancellation of wages, hours, and working conditions which are subject to meet and confer and which are presently in effect or contained in this Memorandum.

XXIV. SEPARABILITY

Notwithstanding any other provision in this Agreement to the contrary, in the event that any Article or subsections thereof, of this Agreement shall be declared invalid by any Court of competent jurisdiction, or by any applicable state or federal law or regulation, or should a decision by any Court of competent jurisdiction, or any applicable state or federal law or regulation diminish the benefits provided by this Agreement, or impose additional obligations on the City, the parties shall meet and confer on the Article or subsections thereof affected. In such event, all other provisions of this Agreement not affected shall continue in full force and effect.

ATTACHMENT A

Newark Association of Miscellaneous Employees

Classifications

Accounting Assistant I	Landscape Inspector
Accounting Assistant II	Landscape & Parks Maintenance Worker I
Administrative Support Specialist I	Landscape & Parks Maintenance Worker II
Administrative Support Specialist II	Lead Child Care Instructor
Building Inspector I	Permit Technician
Building Inspector II	Public Works Inspector
Building Maintenance Mechanic I	Recreation Coordinator
Building Maintenance Mechanic II	Senior Administrative Support Specialist
Child Care Instructor	Senior Building Inspector
Community Preservation Specialist	Senior Building Maintenance Mechanic
Engineering Technician I	Senior Equipment Mechanic
Engineering Technician II	Senior Landscape Inspector
Equipment Mechanic I	Senior Landscape & Parks Maintenance Worker
Equipment Mechanic II	Senior Street Maintenance Worker
General Laborer	Street Maintenance Worker I
Information Technology Technician I	Street Maintenance Worker II
Information Technology Technician II	

ATTACHMENT B
SALARY SCHEDULE EFFECTIVE 07/01/2025

	Step 1			Step 2			Step 3			Step 4			Step 5		
Classification	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual
Accounting Assistant I	38.05	3,044.00	79,144.00	39.96	3,196.80	83,116.80	41.95	3,356.00	87,256.00	44.05	3,524.00	91,624.00	46.26	3,700.80	96,220.80
Accounting Assistant II	41.84	3,347.20	87,027.20	43.93	3,514.40	91,374.40	46.12	3,689.60	95,929.60	48.43	3,874.40	100,734.40	50.86	4,068.80	105,788.80
Administrative Support Specialist I	34.48	2,758.40	71,718.40	36.20	2,896.00	75,296.00	38.01	3,040.80	79,060.80	39.92	3,193.60	83,033.60	41.90	3,352.00	87,152.00
Administrative Support Specialist II	37.63	3,010.40	78,270.40	39.51	3,160.80	82,180.80	41.49	3,319.20	86,299.20	43.56	3,484.80	90,604.80	45.74	3,659.20	95,139.20
Building Inspector I	56.07	4,485.60	116,625.60	58.87	4,709.60	122,449.60	61.82	4,945.60	128,585.60	64.91	5,192.80	135,012.80	68.15	5,452.00	141,752.00
Building Inspector II	58.87	4,709.60	122,449.60	61.82	4,945.60	128,585.60	64.91	5,192.80	135,012.80	68.15	5,452.00	141,752.00	71.56	5,724.80	148,844.80
Building Maintenance Mechanic I	42.01	3,360.80	87,380.80	44.13	3,530.40	91,790.40	46.32	3,705.60	96,345.60	48.65	3,892.00	101,192.00	51.08	4,086.40	106,246.40
Building Maintenance Mechanic II	46.28	3,702.40	96,262.40	48.59	3,887.20	101,067.20	51.03	4,082.40	106,142.40	53.59	4,287.20	111,467.20	56.25	4,500.00	117,000.00
Child Care Instructor	28.15	2,252.00	58,552.00	29.58	2,366.40	61,526.40	31.06	2,484.80	64,604.80	32.61	2,608.80	67,828.80	34.27	2,741.60	71,281.60
Community Preservation Specialist	46.75	3,740.00	97,240.00	49.09	3,927.20	102,107.20	51.54	4,123.20	107,203.20	54.12	4,329.60	112,569.60	56.83	4,546.40	118,206.40
Engineering Technician I	48.39	3,871.20	100,651.20	50.81	4,064.80	105,684.80	53.35	4,268.00	110,968.00	56.01	4,480.80	116,500.80	58.82	4,705.60	122,345.60
Engineering Technician II	51.82	4,145.60	107,785.60	54.19	4,335.20	112,715.20	56.68	4,534.40	117,894.40	59.29	4,743.20	123,323.20	62.04	4,963.20	129,043.20
Equipment Mechanic I	43.20	3,456.00	89,856.00	45.34	3,627.20	94,307.20	47.63	3,810.40	99,070.40	50.00	4,000.00	104,000.00	52.51	4,200.80	109,220.80
Equipment Mechanic II	47.56	3,804.80	98,924.80	49.93	3,994.40	103,854.40	52.44	4,195.20	109,075.20	55.06	4,404.80	114,524.80	57.79	4,623.20	120,203.20
General Laborer	31.40	2,512.00	65,312.00	32.98	2,638.40	68,598.40	34.63	2,770.40	72,030.40	36.37	2,909.60	75,649.60	38.18	3,054.40	79,414.40
Information Technology Technician I	44.17	3,533.60	91,873.60	46.36	3,708.80	96,428.80	48.67	3,893.60	101,233.60	51.12	4,089.60	106,329.60	53.67	4,293.60	111,633.60
Information Technology Technician II	49.47	3,957.60	102,897.60	51.95	4,156.00	108,056.00	54.53	4,362.40	113,422.40	57.25	4,580.00	119,080.00	60.13	4,810.40	125,070.40
Landscape Inspector	40.33	3,226.40	83,886.40	42.34	3,387.20	88,067.20	44.46	3,556.80	92,476.80	46.68	3,734.40	97,094.40	49.00	3,920.00	101,920.00
Landscape & Parks Maintenance Worker I	39.25	3,140.00	81,640.00	41.20	3,296.00	85,696.00	43.27	3,461.60	90,001.60	45.43	3,634.40	94,494.40	47.72	3,817.60	99,257.60
Landscape & Parks Maintenance Worker II	43.22	3,457.60	89,897.60	45.39	3,631.20	94,411.20	47.65	3,812.00	99,112.00	50.03	4,002.40	104,062.40	52.53	4,202.40	109,262.40
Lead Childcare Instructor	32.40	2,592.00	67,392.00	34.01	2,720.80	70,740.80	35.73	2,858.40	74,318.40	37.52	3,001.60	78,041.60	39.42	3,153.60	81,993.60
Permit Technician	43.88	3,510.40	91,270.40	46.07	3,685.60	95,825.60	48.37	3,869.60	100,609.60	50.79	4,063.20	105,643.20	53.33	4,266.40	110,926.40
Public Works Inspector	58.88	4,710.40	122,470.40	61.83	4,946.40	128,606.40	64.92	5,193.60	135,033.60	68.16	5,452.80	141,772.80	71.57	5,725.60	148,865.60
Recreation Coordinator	45.18	3,614.40	93,974.40	47.43	3,794.40	98,654.40	49.81	3,984.80	103,604.80	52.30	4,184.00	108,784.00	54.91	4,392.80	114,212.80
Senior Administrative Support Specialist	41.40	3,312.00	86,112.00	43.47	3,477.60	90,417.60	45.65	3,652.00	94,952.00	47.93	3,834.40	99,694.40	50.33	4,026.40	104,686.40
Senior Building Inspector	61.52	4,921.60	127,961.60	64.59	5,167.20	134,347.20	67.82	5,425.60	141,065.60	71.21	5,696.80	148,116.80	74.78	5,982.40	155,542.40
Senior Building Maintenance Mechanic	50.97	4,077.60	106,017.60	53.52	4,281.60	111,321.60	56.18	4,494.40	116,854.40	59.01	4,720.80	122,740.80	61.94	4,955.20	128,835.20
Senior Equipment Mechanic	52.36	4,188.80	108,908.80	54.97	4,397.60	114,337.60	57.72	4,617.60	120,057.60	60.62	4,849.60	126,089.60	63.65	5,092.00	132,392.00
Senior Landscape Inspector	47.59	3,807.20	98,987.20	49.97	3,997.60	103,937.60	52.48	4,198.40	109,158.40	55.09	4,407.20	114,587.20	57.84	4,627.20	120,307.20
Senior Landscape & Parks Maintenance Worker	47.59	3,807.20	98,987.20	49.97	3,997.60	103,937.60	52.48	4,198.40	109,158.40	55.09	4,407.20	114,587.20	57.84	4,627.20	120,307.20
Senior Street Maintenance Worker	47.60	3,808.00	99,008.00	49.98	3,998.40	103,958.40	52.48	4,198.40	109,158.40	55.10	4,408.00	114,608.00	57.86	4,628.80	120,348.80
Street Maintenance Worker I	39.25	3,140.00	81,640.00	41.20	3,296.00	85,696.00	43.27	3,461.60	90,001.60	45.43	3,634.40	94,494.40	47.72	3,817.60	99,257.60
Street Maintenance Worker II	43.22	3,457.60	89,897.60	45.36	3,628.80	94,348.80	47.65	3,812.00	99,112.00	50.03	4,002.40	104,062.40	52.53	4,202.40	109,262.40

ATTACHMENT B

SALARY SCHEDULE EFFECTIVE 07/01/2026

	Step 1			Step 2			Step 3			Step 4			Step 5		
Classification	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual
Accounting Assistant I	39.38	3,150.40	81,910.40	41.36	3,308.80	86,028.80	43.42	3,473.60	90,313.60	45.59	3,647.20	94,827.20	47.88	3,830.40	99,590.40
Accounting Assistant II	43.30	3,464.00	90,064.00	45.47	3,637.60	94,577.60	47.73	3,818.40	99,278.40	50.13	4,010.40	104,270.40	52.64	4,211.20	109,491.20
Administrative Support Specialist I	35.69	2,855.20	74,235.20	37.47	2,997.60	77,937.60	39.34	3,147.20	81,827.20	41.32	3,305.60	85,945.60	43.37	3,469.60	90,209.60
Administrative Support Specialist II	38.95	3,116.00	81,016.00	40.89	3,271.20	85,051.20	42.94	3,435.20	89,315.20	45.08	3,606.40	93,766.40	47.34	3,787.20	98,467.20
Building Inspector I	58.03	4,642.40	120,702.40	60.93	4,874.40	126,734.40	63.98	5,118.40	133,078.40	67.18	5,374.40	139,734.40	70.54	5,643.20	146,723.20
Building Inspector II	60.93	4,874.40	126,734.40	63.98	5,118.40	133,078.40	67.18	5,374.40	139,734.40	70.54	5,643.20	146,723.20	74.06	5,924.80	154,044.80
Building Maintenance Mechanic I	43.48	3,478.40	90,438.40	45.67	3,653.60	94,993.60	47.94	3,835.20	99,715.20	50.35	4,028.00	104,728.00	52.87	4,229.60	109,969.60
Building Maintenance Mechanic II	47.90	3,832.00	99,632.00	50.29	4,023.20	104,603.20	52.82	4,225.60	109,865.60	55.47	4,437.60	115,377.60	58.22	4,657.60	121,097.60
Child Care Instructor	29.14	2,331.20	60,611.20	30.62	2,449.60	63,689.60	32.15	2,572.00	66,872.00	33.75	2,700.00	70,200.00	35.47	2,837.60	73,777.60
Community Preservation Specialist	48.39	3,871.20	100,651.20	50.81	4,064.80	105,684.80	53.34	4,267.20	110,947.20	56.01	4,480.80	116,500.80	58.82	4,705.60	122,345.60
Engineering Technician I	50.08	4,006.40	104,166.40	52.59	4,207.20	109,387.20	55.22	4,417.60	114,857.60	57.97	4,637.60	120,577.60	60.88	4,870.40	126,630.40
Engineering Technician II	53.63	4,290.40	111,550.40	56.09	4,487.20	116,667.20	58.66	4,692.80	122,012.80	61.37	4,909.60	127,649.60	64.21	5,136.80	133,556.80
Equipment Mechanic I	44.71	3,576.80	92,996.80	46.93	3,754.40	97,614.40	49.30	3,944.00	102,544.00	51.75	4,140.00	107,640.00	54.35	4,348.00	113,048.00
Equipment Mechanic II	49.22	3,937.60	102,377.60	51.68	4,134.40	107,494.40	54.28	4,342.40	112,902.40	56.99	4,559.20	118,539.20	59.81	4,784.80	124,404.80
General Laborer	32.50	2,600.00	67,600.00	34.13	2,730.40	70,990.40	35.84	2,867.20	74,547.20	37.64	3,011.20	78,291.20	39.52	3,161.60	82,201.60
Information Technology Technician I	45.72	3,657.60	95,097.60	47.98	3,838.40	99,798.40	50.37	4,029.60	104,769.60	52.91	4,232.80	110,052.80	55.55	4,444.00	115,544.00
Information Technology Technician II	51.20	4,096.00	106,496.00	53.77	4,301.60	111,841.60	56.44	4,515.20	117,395.20	59.25	4,740.00	123,240.00	62.23	4,978.40	129,438.40
Landscape Inspector	41.74	3,339.20	86,819.20	43.82	3,505.60	91,145.60	46.02	3,681.60	95,721.60	48.31	3,864.80	100,484.80	50.72	4,057.60	105,497.60
Landscape & Parks Maintenance Worker I	40.62	3,249.60	84,489.60	42.64	3,411.20	88,691.20	44.78	3,582.40	93,142.40	47.02	3,761.60	97,801.60	49.39	3,951.20	102,731.20
Landscape & Parks Maintenance Worker II	44.73	3,578.40	93,038.40	46.98	3,758.40	97,718.40	49.32	3,945.60	102,585.60	51.78	4,142.40	107,702.40	54.37	4,349.60	113,089.60
Lead Childcare Instructor	33.53	2,682.40	69,742.40	35.20	2,816.00	73,216.00	36.98	2,958.40	76,918.40	38.83	3,106.40	80,766.40	40.80	3,264.00	84,864.00
Permit Technician	45.42	3,633.60	94,473.60	47.68	3,814.40	99,174.40	50.06	4,004.80	104,124.80	52.57	4,205.60	109,345.60	55.20	4,416.00	114,816.00
Public Works Inspector	60.94	4,875.20	126,755.20	63.99	5,119.20	133,099.20	67.19	5,375.20	139,755.20	70.55	5,644.00	146,744.00	74.07	5,925.60	154,065.60
Recreation Coordinator	46.76	3,740.80	97,260.80	49.09	3,927.20	102,107.20	51.55	4,124.00	107,224.00	54.13	4,330.40	112,590.40	56.83	4,546.40	118,206.40
Senior Administrative Support Specialist	42.85	3,428.00	89,128.00	44.99	3,599.20	93,579.20	47.25	3,780.00	98,280.00	49.61	3,968.80	103,188.80	52.09	4,167.20	108,347.20
Senior Building Inspector	63.67	5,093.60	132,433.60	66.85	5,348.00	139,048.00	70.19	5,615.20	145,995.20	73.70	5,896.00	153,296.00	77.40	6,192.00	160,992.00
Senior Building Maintenance Mechanic	52.75	4,220.00	109,720.00	55.39	4,431.20	115,211.20	58.15	4,652.00	120,952.00	61.08	4,886.40	127,046.40	64.11	5,128.80	133,348.80
Senior Equipment Mechanic	54.19	4,335.20	112,715.20	56.89	4,551.20	118,331.20	59.74	4,779.20	124,259.20	62.74	5,019.20	130,499.20	65.88	5,270.40	137,030.40
Senior Landscape Inspector	49.26	3,940.80	102,460.80	51.72	4,137.60	107,577.60	54.32	4,345.60	112,985.60	57.02	4,561.60	118,601.60	59.86	4,788.80	124,508.80
Senior Landscape & Parks Maintenance Worker	49.26	3,940.80	102,460.80	51.72	4,137.60	107,577.60	54.32	4,345.60	112,985.60	57.02	4,561.60	118,601.60	59.86	4,788.80	124,508.80
Senior Street Maintenance Worker	49.27	3,941.60	102,481.60	51.73	4,138.40	107,598.40	54.32	4,345.60	112,985.60	57.03	4,562.40	118,622.40	59.89	4,791.20	124,571.20
Street Maintenance Worker I	40.62	3,249.60	84,489.60	42.64	3,411.20	88,691.20	44.78	3,582.40	93,142.40	47.02	3,761.60	97,801.60	49.39	3,951.20	102,731.20
Street Maintenance Worker II	44.73	3,578.40	93,038.40	46.95	3,756.00	97,656.00	49.32	3,945.60	102,585.60	51.78	4,142.40	107,702.40	54.37	4,349.60	113,089.60

ATTACHMENT B

SALARY SCHEDULE EFFECTIVE 07/01/2027

	Step 1			Step 2			Step 3			Step 4			Step 5		
Classification	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual
Accounting Assistant I	40.76	3,260.80	84,780.80	42.81	3,424.80	89,044.80	44.94	3,595.20	93,475.20	47.19	3,775.20	98,155.20	49.56	3,964.80	103,084.80
Accounting Assistant II	44.82	3,585.60	93,225.60	47.06	3,764.80	97,884.80	49.40	3,952.00	102,752.00	51.88	4,150.40	107,910.40	54.48	4,358.40	113,318.40
Administrative Support Specialist I	36.94	2,955.20	76,835.20	38.78	3,102.40	80,662.40	40.72	3,257.60	84,697.60	42.77	3,421.60	88,961.60	44.89	3,591.20	93,371.20
Administrative Support Specialist II	40.31	3,224.80	83,844.80	42.32	3,385.60	88,025.60	44.44	3,555.20	92,435.20	46.66	3,732.80	97,052.80	49.00	3,920.00	101,920.00
Building Inspector I	60.06	4,804.80	124,924.80	63.06	5,044.80	131,164.80	66.22	5,297.60	137,737.60	69.53	5,562.40	144,622.40	73.01	5,840.80	151,860.80
Building Inspector II	63.06	5,044.80	131,164.80	66.22	5,297.60	137,737.60	69.53	5,562.40	144,622.40	73.01	5,840.80	151,860.80	76.65	6,132.00	159,432.00
Building Maintenance Mechanic I	45.00	3,600.00	93,600.00	47.27	3,781.60	98,321.60	49.62	3,969.60	103,209.60	52.11	4,168.80	108,388.80	54.72	4,377.60	113,817.60
Building Maintenance Mechanic II	49.58	3,966.40	103,126.40	52.05	4,164.00	108,264.00	54.67	4,373.60	113,713.60	57.41	4,592.80	119,412.80	60.26	4,820.80	125,340.80
Child Care Instructor	30.16	2,412.80	62,732.80	31.69	2,535.20	65,915.20	33.28	2,662.40	69,222.40	34.93	2,794.40	72,654.40	36.71	2,936.80	76,356.80
Community Preservation Specialist	50.08	4,006.40	104,166.40	52.59	4,207.20	109,387.20	55.21	4,416.80	114,836.80	57.97	4,637.60	120,577.60	60.88	4,870.40	126,630.40
Engineering Technician I	51.83	4,146.40	107,806.40	54.43	4,354.40	113,214.40	57.15	4,572.00	118,872.00	60.00	4,800.00	124,800.00	63.01	5,040.80	131,060.80
Engineering Technician II	55.51	4,440.80	115,460.80	58.05	4,644.00	120,744.00	60.71	4,856.80	126,276.80	63.52	5,081.60	132,121.60	66.46	5,316.80	138,236.80
Equipment Mechanic I	46.27	3,701.60	96,241.60	48.57	3,885.60	101,025.60	51.03	4,082.40	106,142.40	53.56	4,284.80	111,404.80	56.25	4,500.00	117,000.00
Equipment Mechanic II	50.94	4,075.20	105,955.20	53.49	4,279.20	111,259.20	56.18	4,494.40	116,854.40	58.98	4,718.40	122,678.40	61.90	4,952.00	128,752.00
General Laborer	33.64	2,691.20	69,971.20	35.32	2,825.60	73,465.60	37.09	2,967.20	77,147.20	38.96	3,116.80	81,036.80	40.90	3,272.00	85,072.00
Information Technology Technician I	47.32	3,785.60	98,425.60	49.66	3,972.80	103,292.80	52.13	4,170.40	108,430.40	54.76	4,380.80	113,900.80	57.49	4,599.20	119,579.20
Information Technology Technician II	52.99	4,239.20	110,219.20	55.65	4,452.00	115,752.00	58.42	4,673.60	121,513.60	61.32	4,905.60	127,545.60	64.41	5,152.80	133,972.80
Landscape Inspector	43.20	3,456.00	89,856.00	45.35	3,628.00	94,328.00	47.63	3,810.40	99,070.40	50.00	4,000.00	104,000.00	52.50	4,200.00	109,200.00
Landscape & Parks Maintenance Worker I	42.04	3,363.20	87,443.20	44.13	3,530.40	91,790.40	46.35	3,708.00	96,408.00	48.67	3,893.60	101,233.60	51.12	4,089.60	106,329.60
Landscape & Parks Maintenance Worker II	46.30	3,704.00	96,304.00	48.62	3,889.60	101,129.60	51.05	4,084.00	106,184.00	53.59	4,287.20	111,467.20	56.27	4,501.60	117,041.60
Lead Childcare Instructor	34.70	2,776.00	72,176.00	36.43	2,914.40	75,774.40	38.27	3,061.60	79,601.60	40.19	3,215.20	83,595.20	42.23	3,378.40	87,838.40
Permit Technician	47.01	3,760.80	97,780.80	49.35	3,948.00	102,648.00	51.81	4,144.80	107,764.80	54.41	4,352.80	113,172.80	57.13	4,570.40	118,830.40
Public Works Inspector	63.07	5,045.60	131,185.60	66.23	5,298.40	137,758.40	69.54	5,563.20	144,643.20	73.02	5,841.60	151,881.60	76.66	6,132.80	159,452.80
Recreation Coordinator	48.40	3,872.00	100,672.00	50.81	4,064.80	105,684.80	53.35	4,268.00	110,968.00	56.02	4,481.60	116,521.60	58.82	4,705.60	122,345.60
Senior Administrative Support Specialist	44.35	3,548.00	92,248.00	46.56	3,724.80	96,844.80	48.90	3,912.00	101,712.00	51.35	4,108.00	106,808.00	53.91	4,312.80	112,132.80
Senior Building Inspector	65.90	5,272.00	137,072.00	69.19	5,535.20	143,915.20	72.65	5,812.00	151,112.00	76.28	6,102.40	158,662.40	80.11	6,408.80	166,628.80
Senior Building Maintenance Mechanic	54.60	4,368.00	113,568.00	57.33	4,586.40	119,246.40	60.19	4,815.20	125,195.20	63.22	5,057.60	131,497.60	66.35	5,308.00	138,008.00
Senior Equipment Mechanic	56.09	4,487.20	116,667.20	58.88	4,710.40	122,470.40	61.83	4,946.40	128,606.40	64.94	5,195.20	135,075.20	68.19	5,455.20	141,835.20
Senior Landscape Inspector	50.98	4,078.40	106,038.40	53.53	4,282.40	111,342.40	56.22	4,497.60	116,937.60	59.02	4,721.60	122,761.60	61.96	4,956.80	128,876.80
Senior Landscape & Parks Maintenance Worker	50.98	4,078.40	106,038.40	53.53	4,282.40	111,342.40	56.22	4,497.60	116,937.60	59.02	4,721.60	122,761.60	61.96	4,956.80	128,876.80
Senior Street Maintenance Worker	50.99	4,079.20	106,059.20	53.54	4,283.20	111,363.20	56.22	4,497.60	116,937.60	59.03	4,722.40	122,782.40	61.99	4,959.20	128,939.20
Street Maintenance Worker I	42.04	3,363.20	87,443.20	44.13	3,530.40	91,790.40	46.35	3,708.00	96,408.00	48.67	3,893.60	101,233.60	51.12	4,089.60	106,329.60
Street Maintenance Worker II	46.30	3,704.00	96,304.00	48.59	3,887.20	101,067.20	51.05	4,084.00	106,184.00	53.59	4,287.20	111,467.20	56.27	4,501.60	117,041.60

EXHIBIT B

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF NEWARK

AND

NEWARK ASSOCIATION OF MISCELLANEOUS EMPLOYEES

JULY 1,

202~~2~~5

THROUGH

JUNE 30,

202~~5~~8

ADOPTED June 2~~3~~6, 202~~2~~5
~~REVISED: July 13, 2023~~
~~REVISED: July 28, 2023~~
~~REVISED: September 14, 2023~~
~~REVISED: January 11, 2024~~
~~REVISED: July 26, 2024~~

Resolution No. ~~11380, No. 11537, No. 11552, No. 11560, No. 11608, No. 11670, No. 11672~~

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A	Regular Full-Time / Part-Time Classifications
B	Salary ~~List~~ Schedule

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF NEWARK
AND THE
NEWARK ASSOCIATION OF MISCELLANEOUS EMPLOYEES

I. RECOGNITION

The City recognizes the Newark Association of Miscellaneous Employees (NAME), herein referred to as the "Association," as the majority representative for regular full-time and regular part-time miscellaneous employees in the classifications listed in Attachment A. The City also recognizes the Association as the majority representative for any new classifications, which should be assigned to the representation unit by the City Manager.

II. TERM

This agreement shall be in effect from July 1, 202~~2~~5 through June 30, 202~~5~~8.

III. DEFINITIONS

A. "Base Salary." The term "base salary" shall mean salary, excluding benefits.

~~B. "Compensation Base." The term "compensation base" shall mean the total compensation for regular full-time classifications including consideration for base salary, City's payment of any portion of the employee's contribution to PERS, medical premium, dental premium, vision care, long term and/or short term disability. Total compensation offers choices for employees to select benefit plans suitable to individual needs.~~

~~C.~~B. "Employees." The term "employees" shall mean those regular full-time and regular part-time employees of the City of Newark occupying classifications represented by the Association. Only those provisions of this Memorandum of Understanding that specifically refer to regular part-time employees shall apply to regular part-time employees.

~~D.~~C. "Flexible Benefit Plan." The term "Flexible Benefit Plan" means a Plan established by the City of Newark pursuant to Section 125 of the Internal Revenue Code to allow employees to pay for medical, dental and vision premiums as a before-tax conversion of salary.

~~E.~~D. "Regular Part-Time Employees." The term "regular part-time employees" shall mean those employees of the City of Newark who are scheduled to work less than thirty-eight (38) hours per week but at least twenty (20) hours per week on a year-round continuous basis occupying positions specifically authorized as "regular part-time" by the City Manager.

~~F.~~E. "Retirement System." The term "retirement system" shall mean the PERS retirement system as made applicable to the City of Newark under the provisions of the Public Employees' Retirement Law (California Government Code Section 20000, et seq.)

~~G.~~F. "Seniority." The term "seniority" shall mean an employee's date of employment adjusted for any absence without pay of thirty (30) calendar days or more, not including protected leaves. When a leave of absence without pay is thirty (30) days or more, not including protected leaves, adjustments to seniority shall be made by deducting one (1) month of seniority for each month of absence without pay. In calculating seniority adjustments, seniority will not be granted for any months where an employee was not actually working or on compensated leave for at least one-half the regularly scheduled workdays in a month. Seniority shall be used for computation of vacation accrual rates, application of layoff procedures, and calculation of anniversary dates. When an employee's status is changed from regular part-time to regular full-time, the employee's seniority as a regular full-time employee shall include prorated service credit for service as a regular part-time employee. Prorated service shall be determined based on the employee's authorized work schedule of half-time or three-quarter time. (Example: Ten (10) years of part-time service in an authorized half-time position would count as five (5) years full-time service credit and in an authorized three-quarter time position would count as seven and one-half (7.5) years full-time service credit). The employee's seniority shall be adjusted to include the prorated service credit.

IV. SALARY INCREASE

A. One-time Salary Schedule Adjustments

Effective July 1, 2025 and prior to applying the July 1, 2025 General Salary Increase in Subsection IV.B below, ~~T~~the City shall increase the salary steps for any classifications ~~represented by the Association~~ that are at least two cents ($0.02) below a five percent (5%) ~~percent~~ increase from the previous step in order to attain a five percent (5%) differential between the salary steps as of June 30, 2025.~~.~~

This is a one-time salary increase and is not intended to create a requirement to maintain a five percent (5%), or any specific differential, between salary steps on an ongoing basis.

~~A.~~B. General Salary Increase~~:~~

The salary steps for all classifications represented by the Association shall be increased as follows:

a. Effective July 1, 202~~2~~5, salary increase shall be four percent (4.0%)
b. Effective July 1, 202~~3~~6, salary increase shall be three and one-half percent (3.~~0~~5%)
c. Effective July 1, 202~~4~~7, salary increase shall be three and one-half percent (3.~~0~~5%)

C. All active association members employed as of July 1, 2025, shall be eligible to receive an off-salary-schedule lump sum payment of one thousand dollars ($1,000.00) to be paid the first full pay period in July 2025, or the first full pay period after City Council approval of this agreement, whichever is later. This one-time benefit is not reportable to CalPERS, consistent with the CalPERS "Off Salary-Schedule Pay" Circular Letter dated October 4, 2023.

D. In addition to IV. C, above, and in recognition of their many years of service, all active association members who have fifteen (15) or more years of service and are employed as

of July 1, 2025 shall be eligible to receive an off-salary-schedule one-time lump sum payment of one thousand dollars ($1,000.00) to be paid the first full pay period in July 2025, or the first full pay period after City Council approval of this agreement, whichever is later. This one-time benefit is not reportable to CalPERS, consistent with the CalPERS "Off Salary-Schedule Pay" Circular Letter dated October 4, 2023.

V. BENCHMARK CLASSIFICATIONS

A. The City and Association agree that the following list of Benchmark Classifications will be used by the City for the purpose of compensation surveys of similar labor market classifications within the cities of Foster City, Fremont, Hayward, Livermore, Menlo Park, Milpitas, Pleasanton, Redwood City, San Leandro, and Union City.

Benchmark Classification	Newark Classification
Accounting Assistant II	Accounting Assistant I/II ~~Cashier~~ ~~Collections Assistant~~
Building Inspector II	Building Inspector I/II Community Preservation Specialist ~~Engineering Technician III~~ Public Works Inspector Senior Building Inspector ~~Vehicle Abatement Officer~~
Administrative Support Specialist II	Admin~~-~~istrative Support Specialist I/II Senior Administrative Support Specialist

Engineering Technician I	~~Engineering Aide I~~ Engineering Technician I/II ~~Field Assistant~~ Permit Technician
Information Technology Technician II	Information Technology Technician I/II
Equipment Mechanic II	Building Maintenance Mechanic I/II Equipment Mechanic I/II General Laborer Landscape Inspector Landscape & Parks Maintenance Worker I/II Street Maintenance Worker I/II ~~Street Maintenance Worker Lead~~ Senior Building Maintenance Mechanic Senior Equipment Mechanic Senior Landscape Inspector Senior Landscape & Parks Maintenance Worker Senior Street Maintenance Worker
Recreation Coordinator	~~Aquatic Activities Specialist~~ ~~Aquatics Coordinator~~ Child Care Instructor Lead Child Care Instructor Recreation Coordinator ~~Youth Instructor I/II~~

VI. HEALTH AND WELFARE PROGRAMS

A. Medical Insurance

1. The contribution by the City toward monthly premiums for health and welfare programs of employees represented by the Association shall be the Minimum Employer Contribution as determined by CalPERS for employers under the Public Employees' Medical and Hospital CareAct (PEMHCA). In the event that an employee elects to waive participation in the Program, that amount will be paid to the employee as part of the Cash-in-Lieu benefit as provided below in Section 4. The employee shall execute a waiver in the event the employee elects not to participate in the PERS Health Benefit Program or cancel participation after enrollment.

2. The City agrees to maintain a cafeteria plan under Section 125 of the Internal Revenue Code (IRC). The cafeteria plan allows employees to voluntarily reduce salary in an amount equal to the actual premiums for the PERS Health Plan, City-administered dental insurance and/or vision insurance as a before-tax conversion of salary. In the event of changes in law affecting the Flexible Benefit Plan, the City agrees to meet and confer with the Association regarding the impact of such changes.

3. Effective for the 2025 plan year, the City shall contribute to each eligible NAME employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular, Full-Time and Regular Part-Time thirty to thirty-five (30-35) hours employees:

Employee Only: $932
Employee + 1 Dependent: $1,862
Employee + 2 or more Dependents: $2,460

For Regular Part-Time Employees working twenty to twenty-five 20-25 hours:

Employee Only: $466 - $582
Employee + 1 Dependent: $931 - $1,164
Employee + 2 or more Dependents: $1,230 - $1,537

~~3.~~ Effective for the 202~~2~~6 plan year, the City shall contribute to each eligible NAME employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time ~~Employees~~ and Regular Part-Time thirty to thirty-five (30-35)

hours -employees:

Employee Only: $~~878~~1,026
Employee + 1 Dependent: $~~1,755~~2,049
Employee + 2 or more Dependents: $~~2,318~~2,706

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

Employee Only: $~~439~~ 513 - $~~549~~641
Employee + 1 Dependent: $~~878~~ 1,025 - $~~1,097~~1,281
Employee + 2 or more Dependents: $~~1,159~~ 1,353 - $1,691~~$1,449~~

Effective for the 202~~3~~7 plan year, the City shall contribute to each eligible NAME employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time ~~Employees~~ and Regular Part-Time thirty to thirty-five (30-35)

hours employees:

Employee Only: $~~896~~1,077
Employee + 1 Dependent: $~~1,790~~2,151
Employee + 2 or more Dependents: $~~2,364~~2,842

For Regular Part-Time Employees working twenty to twenty-five 20-25 hours:

Employee Only: $~~448~~ 539 - $~~560~~673
Employee + 1 Dependent: $~~895~~ 1,076- $~~1,119~~1,344

Employee + 2 or more Dependents: $~~1,182~~1,421 - $~~1,478~~1,776

Effective for the 202~~4~~8 plan year, the City shall contribute to each eligible NAME employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time ~~Employees~~ and Regular Part-Time thirty to thirty-five (30-35)

hour~~s~~ employees:

Employee Only: $~~913~~1,131
Employee + 1 Dependent: $~~1,826~~2,259
Employee + 2 or more Dependents: $~~2,412~~2,985

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

Employee Only: $~~457~~ 566 - $~~571~~707
Employee + 1 Dependent: $1,130~~913~~ - $1,~~141~~412
Employee + 2 or more Dependents: $~~1,206~~1,493 - $~~1,507~~1,866

~~Effective for the 2025 plan year, the City shall contribute to each eligible NAME employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution: For Regular, Full-Time Employees and Regular Part-Time 30-35 hours:~~

~~Employee Only: $932~~
~~Employee + 1 Dependent: $1,862~~
~~Employee + 2 or more Dependents: $2,460~~

~~For Regular Part-Time Employees working 20-25 hours:~~

~~Employee Only: $466 - $582~~
~~Employee + 1 Dependent: $931 - $1,164~~
~~Employee + 2 or more Dependents: $1,230 - $1,537~~

4. Cash-in-Lieu and Cafeteria Plan Cash Back: ~~E~~Regular full time and regular part time thirty to thirty-five (30-35) hours employees electing not to participate in the City's cafeteria plan and waiving all medical, dental, and vision benefits, will receive four hundred and fifty dollars ($450.00) "cash-in-lieu" of benefits, which includes the PEMHCA minimum per S~~s~~ection VI.A.1 above. Employees who participate in the cafeteria plan but who do not utilize the full benefit allowance, may receive up to four hundred and fifty dollars ($450.00) per month of any money not used for the purchase of employer-offered benefits. Cash-in-lieu and cafeteria plan "cash back" will be paid to the employee in taxable compensation.

   For Regular Part-Time Employees working twenty to twenty-five (20-25) hours this amount will be two hundred twenty-five dollars ($225.00) to two hundred eighty--one dollars ($281.0).

~~5.~~ City ~~and Association agree that in the event of any additional federal or state mandates requiring employer contributions for health care coverage, the City and Association shall reopen the memorandum of understanding to meet and confer on the issue of health care premiums and its impact on total compensation.~~

~~6. The City may explore alternatives to the CalPERS health program, in the interest of offering comprehensive and competitively priced health insurance alternatives to employees.~~

B. Life Insurance

The City agrees to provide fifty thousand dollars ($~~2~~50,000.00) term life insurance coverage for regular full-time and regular part-time employees. ~~Effective July 1, 2022, this amount will increase to $50,000 for regular full-time and regular part-time employees. The Association agrees that the total compensation base does not include premiums for life insurance paid by labor market cities.~~ Additional life insurance can be purchased at the employee's option on an after-tax payroll deduction basis.

C. Vision Care

The City will continue to offer a family coverage vision plan to Association members. The City will explore additional vision plan options to include offering VSP as part of the health open enrollment period to be effective January 1, 2026 or as soon as administratively possible thereafter. Association members will cover all costs.

D. Dental Care

The City will continue to offer a family coverage dental plan to Association members. Association members will cover all costs.

E. Short-Term Disability

The City will apply for all association members to participate in the State Disability Insurance (SDI) program as soon as administratively possible upon approval of this agreement. Employees shall pay any costs associated with the SDI program.

~~E.~~F. Long-Term Disability

The City will continue to offer a long-term disability plan to association members on an after-tax payroll deduction basis. Association members will cover all costs.

~~F.~~G. Wellness

1. Employees and their spouses or registered domestic partners and up to two (2) children or grandchildren living in the same household, twenty-six (26) years of age and under, may use the gym, exercise equipment and aquatic facilities (excluding classes and facility rentals) at the Silliman Community Activity and Family Aquatic Center free of charge.

2. Employees, their spouses or registered domestic partners, and their children and grandchildren twenty-six (26) years of age and under, will receive resident rates for class registration and facility rentals.

VII. BOOT & JACKET REIMBURSEMENT AND UNIFORM ALLOWANCE

A. Boot & Jacket Reimbursement

Employees in the positions of Building Inspector I/II, Building Mechanic I/II, ~~Engineering Aide I,~~ Community Preservation Specialist I/II (if serving more than fifty percent (50%) of work time in the field), Engineering Technician I (if serving more than fifty percent (50%) of work time in the field), Equipment Mechanic I~~, Equipment Mechanic~~ II, ~~Field Assistant,~~ General Laborer, Landscape Inspector, Landscape & Parks Maintenance Worker I/II, Public Works Inspector, Senior Building Inspector, Senior Building Maintenance Mechanic, Senior Equipment Mechanic, Senior Landscape Inspector, Senior Landscape & Parks Maintenance Worker, Senior Street Maintenance Worker, and Street Maintenance Worker I/II, ~~and Street Maintenance Worker Lead,~~ will be eligible for a sum of three hundred fifty dollars ($350.00) annually with the condition that the boots and jacket (if weather conditions warrant) be worn as part of the employee's uniform. If the City is unable to establish a purchase order system with an outside vendor, payment will be made as a reimbursement for a sales slip or proof of purchase dated during the term of this agreement. Employees are encouraged to request written pre-approval of reimbursement eligibility, prior to purchasing any items.

B. Employer Provided Uniforms

A uniform shall be provided to specified positions under this agreement. Employees are required to adhere to the respective Department's regulations regarding prescribed uniforms and requirements for uniforms to be clean and in good condition. The employer shall have the responsibility to purchase, launder and make any repairs in order to adhere to Department policies.

~~C. Vehicle Abatement Officer~~

~~Upon appointment to the classification of Vehicle Abatement Officer, a full-time regular employee shall be reimbursed by the City for the purchase of City-approved uniform and equipment up to an~~

~~amount equal to the maximum of the annual uniform allowance in effect on the date of appointment to Vehicle Abatement Officer. Reimbursement shall be made upon receipt of evidence of purchase. Upon completion of 12 months of continuous active employment or upon reinstatement, Vehicle Abatement Officers shall receive a monthly uniform allowance of $100. If the employment of a Vehicle Abatement Officer is terminated before completion of the probationary period or 18 months of service, whichever is longer, uniforms and equipment purchased by the City through reimbursement pursuant to this provision shall be returned to the City.~~

VIII. HOURS OF WORK

A. Workweek

A standard workweek for employees represented by the Association shall be forty (40) hours per week with days and times set at the sole discretion of the department head and City Manager.

The workweek begins at 12:01 a.m. Sunday morning and ends at 12:00 midnight on Saturday for all employees who do not work a 9/80 schedule. The workweek begins at the mid-point of the employee's eight (8) hour day for employees who work a 9/80 schedule. The beginning and end date and time of the workweek must remain consistent.

B. Work Schedules

Each employee must complete a Work Schedule Agreement form upon hire and whenever their permanent work schedule changes.

Work schedules are governed by the Guidelines for the Alternate Work Schedule for NAME, Confidential, and Management, Supervisory, and Professional Employees and other applicable Administrative Guidelines.

The City reserves the right and shall have the authority to discontinue the alternate work schedule for any reason at any time at its sole discretion.

C. Changes in Work Schedule

1. Employees may make special requests for days off or a change to their work schedule by discussing the change with their supervisor for approval.

2. In all cases in which an employee and their supervisor agree on a temporary schedule change lasting more than one (1) workweek, the schedule change shall be agreed upon in writing and in advance of the implemented change.

3. Within a workweek, if an employee or supervisor request a temporary schedule change, "flex time", the requestor must make a written request and the response must also be in writing, indicating agreement or not. As a general practice, flex time may not be used to avoid an employee's use of leave for time off requests or to avoid overtime.

   In rare instances, employees may be asked or required to work on their day off. If this occurs, the member will be compensated in accordance with the existing MOU and FLSA.

4. If the employee is reassigned to a different work schedule, the department head, whenever possible, will give the employee advance notice of at least two (2) weeks.

D. Holiday Work Schedule

City offices will be closed during the December holiday season. Non-essential employees, as determined by the City Manager, shall participate in a four (4) -day furlough. The City Manager may authorize continuation of some critical services.

1. Employees may use vacation leave, holidays (if applicable), leave credits (if applicable), and/or leave of absence without pay during the four (4) -day furlough. Compensatory time may not be used during the furlough.

2. Eligible employees on leave of absence without pay due to the furlough shall be paid holiday pay for holidays occurring during the furlough. Employees on an approved leave of absence without pay that started before December 10 and extends through the last full pay period in the calendar year and will not be eligible for holiday pay.

3. Employees may be called back by the City Manager, or designee, as deemed necessary to protect public safety and essential City operations. Every effort shall be made not to call back employees who indicate they will be on vacation and desire not to be called back during the furlough.

4. Employees called out shall be entitled to pay in accordance with the call-out provision in the MOUSection XIV. Overtime.

5. Employees who elect a leave of absence without pay for the furlough may request up to a four (4) -day salary advance. Repayment of a salary advance for the furlough may be spread over a period of time provided that:

    a. there is two weeks advance notice to payrollthe salary advance is requested by June 1 preceding the furlough;

    b. the salary advance is fully repaid no later than the last full pay period of the calendar year, so all payments occur within the same calendar and fiscal year of the furlough; and

    c. payments begin no earlier than July 1 of the impacted calendar year.

    Salary advances for regular part-time employees may be up to the amount of hours the employee is regularly scheduled to work during non-furlough workweeks.

    d. This salary advance must be requested by June 1 preceding the furlough. Effective at the start of this term of memorandum, the following phase-in period will apply to the salary continuation program, in order to achieve the goal of repayments occurring within the same fiscal year and calendar year:

    a. December 2022 furlough repayment – begins July 2022, must be fully repaid by March 2023.
    b. December 2023 furlough repayment – begins July 2023, must be fully repaid by the first pay period December 2023.
    c. December 2024 furlough repayment – begins July 2024, must be fully repaid by the first pay period December 2024.

6. The floating holiday may be used during the furlough. Association members who are on an alternate work schedule and whose regular day off occurs on a City holiday will accrue eight (8) hours of holiday leave per holiday. Those members may apply the accrued holiday(s) leave toward furlough as long as the holiday(s) is accrued prior to use.

7. Benefits will not be affected by the furlough and leave and seniority will continue to accrue without deduction or penalty during the furlough period. Nothing in this agreement shall reduce the base salary of employees.

8. Employees without sufficient salary to cover deductions for health care or other similar deductions are required to pay for these deductions no later than December 15 of each year. Deductions from salary will be made in the following order: 1) mandatory deductions, 2) health and welfare deductions, 3) judgments, 4) deferred compensation, 5) credit union deductions, 6) association dues. If a different order of priority is desired, employees should contact the Finance Department.

IX. RETIREMENT BENEFITS

A. Classic Members

1. All regular full-time and regular part-time NAME members who were appointed prior to January 1, 2013 and all "Classic Members" (as defined by CalPERS) are referred herein either as "Classic Members" or as "Classic".

2. Classic Members shall be provided the two and one-half percent (2.5%) at fifty-five (55) formula in accordance with Government Code Section 21354.4 and the Public Employee's Pension Reform Act of 2013.

3. All Classic Members will contribute the employee contribution rate of eight percent (8%) for the two and one-half percent (2.5%) at fifty-five (55) retirement benefit.

4. Additional Contribution Towards Employer Rate~~.~~

   a. In addition, if the CalPERS Miscellaneous Plan employer actuarial rate for the two and one-half percent at fifty-five (2.5% 55) formula exceeds ten percent (10~~.00~~%) to a maximum of sixteen and nine hundred thirty-six thousandths percent (16.936%), all Classic Members will contribute a percentage of salary towards the employer rate sufficient to equally share in the cost with the City. In the event that the employer rate for Classic Members exceeds sixteen and nine hundred thirty-six thousandths' percent (16.936%), the City shall be responsible for any increase above sixteen and nine hundred thirty-six thousandths percent (16.936%). In subsequent years of the pay plan, if the rate over ten percent (10~~.00~~%) decreases the percentage of salary that Classic Members contribute towards the employer rate will be reduced by the above formula. Employer rate reductions below ten percent (10~~.00~~%) will not be shared under the above formula.

   b. The following is for illustrative purposes only:

      If the CalPERS Miscellaneous Plan two and one-half percent at fifty-five (2.5% at 55) formula employer actuarial rate increased by three percent (3~~.00~~%), each Classic Member would contribute an additional one and one-half percent (1.5~~0~~%) of their salary to pay towards the employer rate for the retirement benefit. The City would then be responsible for matching the additional one and one-half percent (1.5~~0~~%). If during the subsequent years of this pay plan, the rate decreased by three percent (3~~.00~~%), each Classic Member would no longer contribute the additional one and one-half percent (1.5~~0~~%) of their salary towards the employer rate to pay for the retirement benefit.

B. PEPRA Members

1. Regular full-time and regular part-time NAME members who were appointed on or after January 1, 2013 and who are "PEPRA Members" (as defined by CalPERS) will contribute half the normal cost of the two percent at sixty-two (2% at 62) plan as required by the Public

Employee's Pension Reform Act of 2013.

2. Additional Contribution Towards Employer Rate.

   a. In addition, PEPRA Members will contribute the same percentage for the employer rate as Classic Members pay

   b. The following is for illustrative purposes only:

   If Classic Members pay three and four hundred sixty-eight thousandths percent (3.468%) of the employer rate, PEPRA Members will pay a total of three and four hundred sixty-eight thousandths percent (3.468%) of the employer rate. If the employee rate for PEPRA Members is seven and seventy-five hundredths percent (7~~6~~.75%), in this example PEPRA Members would pay the seven and seventy-five hundredths percent (7~~6~~.75%) employee rate plus an additional three and four hundred sixty-eight thousandths percent (3.468%) towards the employer rate for a total of eleven and two hundred eighteen thousandths percent (11~~0~~.218%).

3. Notices of increases or decreases in the CalPERS Miscellaneous Plan employer actuarial rate will be provided to an Association Representative in advance of the effective date.

4. The City agrees to continue the Indexed level 1959 survivor benefit option. The group members agree that any costs now or in the future for the Indexed level 1959 survivor benefit will be paid by the members.

X. VACATION LEAVE

In accordance with the ~~Personnel Ordinance and~~ Personnel Rules and Regulations, annual vacation leave entitlement shall be as follows:

A. Regular Full-Time Employees

Beginning on the ninetieth (90th~~-~~) day of employment, regular full-time employees shall be eligible to earn vacation leave. Upon the completion of said period of service, regular full-time employees shall be credited with twenty (20) hours of vacation leave, and shall thereafter accrue vacation leave at the rate provided below:

Years of Completed Service	Full-Time work schedule
Less than ~~five (~~5~~)~~ years	6.667 hrs/month
5 through 9	10.000 hrs/month
10 through 14	13.334 hrs/month
15 through 19	14.667 hrs/month
20 or more	16.667 hrs/month

Regular full-time employees who separate from City service after ninety (90) days of employment shall be paid for that part of vacation accumulation that remains unused at the time of termination. Payment for unused vacation shall be made at the rate of pay in effect for such employees at the time of separation. Regular full-time employees who terminate from City service prior to the completion of said ninety (90) day period shall not be entitled to compensation for vacation leave, as none has been accrued.

An eligible employee must be actively at work, on certain protected leaves, or on a leave with pay for at least one-half the regularly scheduled work days in a month to accrue vacation leave

credit for that month.

B. Regular Part-Time Employees

Beginning on the ninetieth (90th-) day of employment, regular part-time employees shall be credited with ten (10) to twelve and one-half (-
12.5) hours of vacation leave for twenty to twenty-five (20-25) hour employees, or fifteen (15) hours to seventeen and one-half -(17.5) hours of vacation leave for thirty to thirty-five (30-35) hour employees and shall thereafter accrue vacation leave at the rate provided below:

Years of Completed Service	20-25 hour work schedule	30-35 hour work schedule
Less than ~~five (~~5~~)~~ years	3.334-4.167 hrs/mo	5.000-5.834 hrs/mo
5 through 9	5.000-6.250 hrs/mo	7.500-8.750 hrs/mo
10 through 14	6.667-8.334 hrs/mo	10.000-11.667 hrs/mo
15 through 19	7.334-9.167 hrs/mo	11.000-12.834 hrs/mo
20 or more	8.334-10.417 hrs/mo	12.500-14.584 hrs/mo

Effective July 1, 2010, proration of RPT vacation leave will be based on actual hours worked or budgeted to work. For example, an RPT employee with one (1) year of City service who works thirty-five (35) hours per week will receive five and eight hundred thirty-four thousandths (5.834) hours of vacation per month. An RPT employee who works twenty-four (24) hours per week will receive four (4) ~~.0~~ hours of vacation per month. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

~~For payroll implementation, hours/accruals in excess of those based on a 20 or 30 hour workweek will be reimbursed to RPT employees on a quarterly basis until the process is automated.~~

An eligible employee must be actively at work, on certain protected leaves, or on a leave with pay for at least one-half the regularly scheduled work days in a month to accrue vacation leave credit for that month. (One-half the month for regular part-time employees shall not be based on hours worked, but rather the number of regularly authorized workdays.)

~~Current employees designated as "regular part-time" on or before July 1, 1991 shall use their original date for appointment to regular City service as the date for calculating service time to determine the rate of vacation accrual. For appointments after July 1, 1991, r~~Rates of accrual will be based on date of appointment to "regular part-time".

Regular part-time employees who separate from City service after ninety (90) days shall be paid for accrued but unused vacation leave at the time of separation. Payment for unused vacation shall be made at the rate of pay in effect for such employees at the time of separation. Regular part- time employees who separate from City service prior to working ninety (90) days shall not be entitled to compensation for vacation leave, as none has been accrued.

C. Vacation Buy-back

~~Effective July 1, 2010, upon using one-half of the vacation time accrued during the 12-month period from July 1 through June 30, a regular full-time employee may request to receive pay for up to a total of eighty (80) hours per fiscal year of vacation (sixty (60) to seventy (70) hours for 30 - 35 hour employees and forty (40) to fifty (50) hours for 20-25 hour employees) in hourly increments at the current hourly salary rate provided there is a minimum of one (1) week remaining in the employee's vacation bank after the conversion. For example, an RPTemployee working 35 hours per week may request up to a total of 70 hours of vacation buy- back per fiscal~~

~~year. Requests for vacation buy-back may be made up to two times per fiscal year in October and/or April for payment on December 15 and/or June 15.~~

~~For calendar year 2022 only, the total amount of vacation eligible for buy-back will be increased one time to 120 hours for regular full-time employees, 100 to 110 for 30-35 hour employees, and 80 to 90 for 20-25 hour employees.~~

~~Effective November 2022 -~~ By December 1 of each calendar year, eligible employees who want to cash out accrued vacation leave in the following calendar year shall make an irrevocable election ~~to cash out~~for vacation buy-back in the next calendar year, subject to the conditions set forth below:

- For regular full-time employees: The employee may elect ~~cash out~~ up to eighty (80) hours of vacation buy-back.
- For regular thirty to thirty-five (30-35) hour part-time employees: The employee may elect ~~cash out~~ up to sixty (60) to seventy -(70) hours of vacation buy-back.
- For regular twenty to twenty-five (20-25) hour part-time employees: The employee may elect~~cash out~~ up to forty (40) to fifty- (50) hours of vacation buy-back.
- To be eligible for vacation buy-back~~to cash out~~, the employee must have used at least one-half of the vacation time accrued during the twelve (12)- month period preceding December.
- Employees must have the equivalent of one (1) regular work week remaining in vacation accruals at the time of ~~cash out~~vacation buy-back.
- Employees must submit their Vacation Buy-Back Request Form to Payroll by the preceding December
- 1.

This is an irrevocable election by the employee.

For example, to buy back vacation leave that is accrued in calendar year 202~~3~~6, a full-time employee must elect by December 1, 202~~2~~5, how much they want to buy back. The employee must have used a minimum of fifty percent (50%) of their accrued vacation between December 1, 2024~~1~~ and November 30, 2025~~2~~. Employees must further ensure they will have at least one (1) -work week of vacation accruals remaining at the time of the buy-back which will occur in December 202~~3~~6. The sell back will be paid out in the last full pay period of December 202~~3~~6~~, which is December 29, 2023~~.

The City makes no representation as to the tax consequences of an employee cashing out accrued leave or the vacation sellback program. It is the employee's sole responsibility to address the tax consequences of cashing out accrued leave or the vacation buy-back program.

D. Maximum Accumulation

Regular full-time employees may accumulate vacation credits according to the following schedule:

Years of Completed Service	Maximum accrual
1 through 4	160 hours
5 through 9	240 hours
10 through 14	320 hours
15 through 19	352 hours
20 or more	400 hours

Regular part-time employees may accumulate vacation credits according to the following schedule:

Years of Completed Service	20-25 hour Maximum Accrual	30-35 hour Maximum Accrual
1 through 4	80-100 hours	120-140 hours
5 through 9	120-150 hours	180-210 hours
10 through 14	160-200 hours	240-280 hours
15 through 19	176-220 hours	264-308 hours
20 or more	200-250 hours	300-350 hours

XI. SICK LEAVE

A. Purpose

The purpose of sick leave is to allow eligible employees who are ill or injured to remain absent from work with pay, or to be used for medical and dental appointments that are unable to be scheduled during non-work hours, within the limitations of this section. Sick leave is granted for recovery from illness or injury so as to be physically able to return to work. This section is intended to comply with all applicable state, federal and local laws regarding sick leave absences.

Each calendar year, employees may use an amount equal to half of their ~~six months of~~ annually accrued and available sick leave to care for their sick child, parent, domestic partner (as defined by California Family Code Section 297), or spouse. Sick leave may be utilized for any leave covered under the Family Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA).

B. Accrual for Regular Full-Time Employees

Beginning on the ninetieth (90th-) day of employment, regular full-time employees accrue sick leave with pay at the rate of eight (8) hours for each calendar month of service. Regular full-time employees shall accumulate unused sick leave at the rate of ninety-six (96) hours ~~a~~ per year up to a total of not more than nine hundred sixty (960) hours.

C. Accrual for Regular Part-Time (RPT) Employees

Beginning on the ninetieth (90th-) day of employment, regular part-time employees shall be eligible to accrue and use sick leave with pay at the following rates and to the following maximums:

Work Schedule	Monthly Accrual Rate	Maximum Accrual
20-25 work hours	4-5 hours	480-600
30-35 work hours	6-7 hours	720-840

~~Effective July 1, 2010, p~~Proration of RPT sick leave ~~will be~~is based on actual hours worked or budgeted to work. For example, an RPT employee who works thirty-five (35) hours per week will receive seven (7) hours of sick leave per month. An RPT employee who works twenty-four (24) hours per week will receive
Four and eight tenths (4.8) hours of sick leave per month. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

~~For payroll implementation, hours/accruals in excess of those based on a 20 or 30 hour workweek will be reimbursed to RPT employees on a quarterly basis until the process is automated.~~

Regular full-time and regular part-time employees must be actively at work or on leave with pay for at least one-half the regularly scheduled workdays in a month to accrue sick leave credit for that month. (One-half the month for regular part-time employees shall not be based on hours worked, but rather the number of regularly authorized workdays.)

D. Retirement Service Credit

Retirement service credit accounts have been established for each eligible employee in which that member may accrue retirement service credit toward early retirement under the Public Employees' Retirement System plan applicable to miscellaneous employees. Retirement service credits cannot be used as sick leave as provided in this Agreement or the Personnel Rules but may be used only towards early retirement under the Public Employees' Retirement System. Sick leave credit accrued in excess of one hundred twenty (120) days (nine hundred sixty (960) hours for full-time, seven hundred twenty (720) to eight hundred forty -(840) hours for thirty to thirty-five (30-35) hours part-time employees, and four hundred eighty (480) to six hundred -(600) hours for twenty to twenty-five (20-25) hours part-time employees) shall be placed in the individual's retirement service credit account. Accumulation of retirement service credit shall be unlimited.

Individuals with less than one hundred twenty (120) days accumulation may designate a portion or all of their accumulation of sick leave credit after July 1, 1980 to be placed in the retirement service credit account. However, once placed in the retirement service credit account it can be used only for retirement service credit and cannot be withdrawn from that account.

E. Administration of Sick Leave

1. When an eligible employee is unable to schedule a medical and/or dental appointment for treatment of an industrial or non-industrial illness or injury during off duty time, with supervisor approval, the employee may charge time off for the medical and/or dental appointment to sick leave.

2. For employee illness or injury to qualify for sick leave, the ill or injured employee shall notify the supervisor as required by Department policy. The supervisor will notify Human Resources or an employee's leave if the employee uses four (4) or more sick leave days within any continuous six (6) month period.

3. If an eligible employee uses sick leave any time in excess of two (2) continuous days, the employee's department head may require the employee to furnish a certificate from a practicing physician, licensed pursuant to Chapter 5 of Division 2 of the California Business and Professions Code of the employee's choice, who has examined the employee, so that the employee's ability to return to work may be ascertained. In any case and at any time, ~~the Department Head~~Human Resources may require submittal of periodic physician's reports concerning the employee's ~~condition~~ work restrictions and ability to return to and continue work.

4. In addition to the procedure outlined above, the following procedure, currently in effect, shall be followed by eligible employees with regard to sick leave use:

~~a. Whenever a department head has reasonable cause to believe that an eligible employee's condition of health is affecting or could affect the employee's ability to work, the~~

~~department head may require the employee to submit to an examination by a licensed~~

~~physician selected by the City. If the physician determines that the eligible employee should not be undertaking certain duties required by their position classification, the department head may require the employee to use accrued sick leave until sufficiently recovered to return to work~~.

~~b.~~a. ~~Absence for illness or to care for employees' sick children, parents, or spouse may not be charged to~~ Association members may not apply sick leave not already accumulated by the employee.

~~c.~~b. Regular full-time employees who have served less than ninety (90) days with the City shall receive no sick leave. Beginning on the ninetieth (90th~~-~~) day of employment, the employee shall receive credit for the ninety (90) days of service to the City.

~~d. An eligible employee absent from duty due to illness or a City job-related injury who has been performing outside employment authorized by the department head shall refrain from working at the outside employment until he/she is fully recovered from the illness or injury.~~

~~e.~~c. Absences without pay for illness or injury may be granted by the City Manager to a regular full-time or regular part-time employee for a period not to exceed one hundred twenty (120) days in a calendar year, provided that an employee who is about to exhaust all sick leave benefits makes a written request for such absence to the department head. The request for absence without pay shall be accompanied by a certificate that the employee is unable to work.

~~f.~~d. ~~The department head may require submittal of periodic physician's reports concerning the employee's condition and ability to return to work, and may require the employee to submit to an examination by a licensed physician selected by the City. The City Manager may order the employee to return to work if the City-selected physician reports that the employee is capable of doing so. At any time during the period of sick leave without pay as provided above, upon presenting to the appointing authority a written certificate from the attending physician that the employee is released to return to work, s/he shall resume regular duties within two (2) work days.~~The City may require an employee to submit to a fit-for-duty examination by a qualified medical provider selected by the City whenever the City has a reasonable belief, based on objective evidence, that the employee may be unable to perform the essential functions of their job due to a medical condition or poses a direct threat to themselves or others. The employee shall provide a work status report from the treating medical provider that specifies any work-related restrictions or~~,~~ limitations~~,~~ specific to the employee. If the employee is determined, through the examination or a treating provider's report, to be temporarily unable to return to work, the employee shall be required to use accrued sick leave during the period of absence. If sick leave is exhausted, the employee may use other available accrued leave balances in accordance with City policy. An employee who has been absent from work due to medical reasons shall return to work in accordance with the work status report provided by their medical provider or as directed following the examination, provided the City can accommodate any verified restrictions consistent with applicable laws and policies.

~~F. **COVID-Related Temporary Benefits:**~~

~~The City granted employees that were unable to perform their regular duties due to COVID-19 related impacts, emergency paid administrative leave beginning March 17, 2020 ("EPAL"). Beginning April 30, 2020, the City stopped providing EPAL and members of NAME that were~~

~~unable to work and were thus required to shelter in place had access, and agreed to utilize, up to 80 hours of Emergency Paid Sick Leave.~~

~~Members of NAME that did not use EPAL or only partially used EPAL between March 17, 2020 and April 30, 2020 are eligible for up to 120 hours of Additional Administrative Leave ("AAL"). Full time employees that are members of NAME are eligible for up to 120 hours of AAL based on 3 weeks of regularly scheduled full time hours (40 hours per week) with part time employees eligible for a prorated amount of AAL based on 3 weeks of regularly scheduled part-time hours. AAL will be reduced proportionately hour for hour by the amount of EPAL that a member of NAME used. For example, if a full time employee member of NAME partially worked between March 17, 2020 and April 30, 2020, but still utilized 60 hours of EPAL, that member would have 60 hours of AAL, while if a part time employee member of NAME that is regularly scheduled for 30 hours per week (and is thus eligible~~

~~for up to 90 hours of AAL) utilized 60 hours of EPAL, that member would have 30 hours of AAL. AAL has no cash value and must be used by December 31, 2022. Any AAL remaining on January 1, 2023 will be removed and no longer available for use.~~

XII. PERSONAL LEAVE

A. Regular Full-Time Employees

All regular full-time employees represented by the Association shall be granted a maximum of two (2) hours of personal leave with pay each fiscal year.

The City shall allow regular full-time employees represented by the Association to convert a maximum of eight (8) hours of sick leave to personal leave during each fiscal year. The eight (8) hours of converted personal leave is to be used for unforeseen, unplanned, emergency situations not due to illness, in which advanced approval is not possible so the use of vacation and compensatory time is not allowed, or for furlough.

B. Regular Part-Time Employees

All regular part-time employees represented by the Association shall be granted a maximum of one (1) hour of personal leave with pay each fiscal year.

The City shall allow regular part-time employees represented by the Association to convert four (4) to seven (7) hours of sick leave to personal leave based on actual hours worked or budgeted to work. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration during the fiscal year.

XIII. LEAVE OF ABSENCE WITHOUT PAY

A. Regular Full-Time Employees

Regular full-time employees represented by the Association with forty (40) hours or less of accrued leave shall be eligible for a leave of absence without pay as specified in the Personnel Rules and Regulations.

B. Regular Part-Time Employees

Regular part-time employees represented by the Association with twenty (20) hours or less (twenty to twenty-five (20-25) hours employees) or thirty (30) hours or less (thirty to thirty-five (30-35) hours employees) of accrued leave shall be eligible for a leave of absence as specified in the Personnel Rules and Regulations.

C. An approved leave of absence without pay of less than thirty (30) days shall have no effect on the employee's seniority date. An employee's seniority date shall be adjusted for authorized absence without pay of thirty (30) days or more, not including protected leaves. The seniority date shall be adjusted one month for each month that an employee was on leave without pay. (See Section III-Definitions, Paragraph ~~G~~F.)

D. Leave of absence without pay can be used toward the holiday furlough per Section VIII-Hours of Work, ~~Section~~ Item D~~E~~-Holiday Work Schedule, regardless of the number of hours of accrued leave an employee has.

XIV. OVERTIME

A. Work Week

The workweeks for employees on standard and alternate work schedules represented by the Association are defined in Section VIII-Hours of Work, A and C, respectively.

B. Work Day

The work day is established by the Work Schedule Agreement. For full-time employees, a regular work day as described in this section is equal to the number of hours an employee is scheduled to work on any day of the week, 12:01 a.m. to 12:00 midnight, with the following exception: those employees on a 9/76 or 9/80 schedule must continue to abide by their assigned schedule on their eight (8) hour work day. On this day, a regular work day is four (4) hours work time prior to the workweek start time, and four (4) hours work time after the workweek start time.

C. Overtime Work

Any hours worked in excess of forty (40) hours per week shall be classed as overtime work. All hours paid shall be counted toward the forty (40) hour threshold for purposes of determining if an employee is entitled to receive overtime compensation, except: 1) sick leave; and 2) vacation leave that is not requested and approved at least two weeks prior to the scheduled time off. In the event of a designated emergency, sick leave hours will be counted toward the forty (40) hour threshold. Work performed by regular part-time employees in excess of forty (40) hours of actual work in a scheduled workweek shall be classed as overtime work.

The city may require employees to work more than the scheduled workday or workweek. Nothing in this section shall preclude the right of management to adjust a work schedule during a seven (7) -day work period to accommodate the needs of an employee or when the best interests of the City may be served by such adjustment.

D. Compensation for Overtime Work

Overtime work approved by the supervisor shall be compensated at the rate of time and one-half the straight time rate in the form of pay or compensatory time, at the election of the employee, up to a maximum of eighty (80) hours.

An employee who has accrued the maximum number of compensatory hours shall receive overtime compensation in pay at the rate of time and one-half the straight time rate for any additional approved overtime hours worked.

Accrued compensatory time may be used by an employee at their discretion, subject to the approval of the department head.

~~Compensatory time accrual may be cashed-out for up to eighty (80) hours per fiscal year. Cash out will be in November and April of the fiscal year. This cash-out option will terminate after the November 2022 cash out.~~

~~Effective December 2022, a~~Accrued compensatory time in each calendar year shall be paid out in the last full pay period of December of that same calendar year. Compensatory time may not be accrued between the date of the end of the last full pay period in December and December 31st. Time worked during that time period will be paid.

E. Scheduled Overtime

An employee who has been scheduled and notified at least twenty-four (24) hours in advance to return to work on overtime more than two (2) hours after the end or two (2) hours before the beginning of a shift, on non-flexed holidays, or on non-flexed scheduled days off, shall receive upon reporting to work a minimum of two (2) hours of work, or if two (2) hours of work is not furnished, a minimum of two (2) hours of pay. Overtime will be paid for non-flexed scheduled days off and/or non-flexed holidays at the overtime rate for all hours worked in excess of forty (40) hours. All hours paid shall be counted toward the forty (40) hour threshold for purposes of determining if an employee is entitled to receive overtime compensation with the exception of: 1) sick leave; and 2) vacation leave that is not requested and approved at least two (2) weeks prior to the scheduled time off.

F. Unscheduled Overtime - Call Back Pay

~~An employee who has been notified less than twenty-four (24) hours in advance to return to work on overtime between 6:00 a.m. and 11:59 p.m. on their regularly scheduled work day shall receive upon arriving to work a minimum of three (3) hours of work at the overtime rate, or if three (3) hours of work is not furnished, a minimum of three hours of pay at the overtime rate. If three (3) hours of work is not furnished and the employee is released then called back and returns to work within the same three (3) hour time period, only one minimum shall apply~~.

An employee who has been notified less than twenty-four (24) hours in advance to return to work on overtime ~~between 12:00 a.m. and 5:59 a.m., holidays, or scheduled days off,~~ shall receive upon arriving to work a minimum of four (4) hours of work at the overtime rate or if four (4) hours of work is not furnished, a minimum of four (4) hours of pay at the overtime rate. If four (4) hours of work is not furnished and the employee is released then called back and returns to work within the same four (4) hour period, only one (1) minimum shall apply.

G. Alternate Work Schedule Overtime

Should subsequent legislation, either at the State or Federal level, require the payment of overtime for work beyond eight (8) hours in a single day, the alternate work schedule will be discontinued.

H. Work Schedule Flexing

With reasonable advanced notice, employees may be assigned to shifts outside of their normal work schedule, to include early morning, evening, weekend and/or holidays. For hours worked up to forty (40) hours in the flexed work week, employees will be paid straight time.

I. Designated Emergencies

Notwithstanding any other provision, all hours actually worked as a result of a designated emergency shall be compensated at the overtime rate of time and one half for all hours over

forty (40) per week. All hours paid shall be counted toward the forty (40) hour work week for purposes of determining if an employee is entitled to receive overtime compensation including sick time. The designation of an emergency shall be at the sole discretion of the City.

XV. ACTING/SPECIAL ASSIGNMENT PAY

A. Regular full-time and regular part-time employees may be assigned to perform the duties of a regular position in a higher classification on a temporary basis. Such assignments shall be termed "acting assignments" and shall be made subject to the following conditions:

1. Acting assignments shall be made by the department head only, with City Manager approval, and shall be made with written notification to the acting employee.

2. Acting assignments shall be made only in those instances where the acting employee is required to perform all or substantially all of the duties and responsibilities of the higher level position for which the employee is acting.

3. Acting pay shall be an increase above the acting employee's compensation base of five percent (5%) or the bottom of the higher classification, whichever is greater. An employee shall not receive an increase that is higher than the top of the range of the higher classification.

4. Acting pay shall be effective the date the employee assumes the duties of the higher position, provided he/she is designated in writing by the department head.

B. The City~~I~~ agrees to pay ~~Landscape & Park Maintenance I/II and Senior Landscape & Park Maintenance Worker~~ employees in the following classification, who are certified to spray pesticides, five percent (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.

C. ~~Effective July 1, 2019, t~~The City agrees to pay regular full-time employees bilingual assignment pay of one hundred dollars ($100.00) per month. Regular part-time employees scheduled to work thirty to thirty-five (30-35) hours per week will receive bilingual assignment pay of seventy-five dollars ($75.00) per month and regular part-time employees scheduled to work twenty to twenty-five (20-25) hours per week will receive bilingual assignment pay of fifty dollars ($50.00) per month. Eligibility for bilingual assignment pay shall be made subject to the conditions listed in Administrative Regulation 0522.

D. Nothing in this section shall preclude the temporary assignment of an employee to perform some of the duties of a higher classification for the purpose of providing training in the work of the higher classification. Such temporary training assignments shall not constitute an acting assignment within the meaning of this section.

It is understood that the provisions of this section shall not be interpreted as requiring the City to fill each temporary vacancy by an acting assignment.

XVI. HOLIDAYS

A. Holidays

The following days shall be recognized as municipal holidays for pay purposes for regular full-time and part-time employees represented by the Association:

- January 1, New Year's Day
- Third Monday in January, Martin Luther King, Jr. Day
- Third Monday in February, Presidents Day
- Last Monday in May, Memorial Day
- June 19, Juneteenth
- July 4, Independence Day
- First Monday in September, Labor Day
- November 11, Veterans Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- December 24, Christmas Eve Day
- December 25, Christmas Day
- Two Floating Holidays, to be scheduled subject to department head approval.

When any day recognized as a holiday by the City falls on a Sunday, the following Monday shall be considered the holiday. When any day recognized as a holiday by the City falls on a Saturday, the preceding Friday shall be considered the holiday.

B. The floating holidays must be scheduled and used during the fiscal year.

C. If an employee's hire date falls between July 1 and December 31, the employee will be eligible for the floating holidays during the current fiscal year. If an employee's hire date falls between January 1 and June 30, the employee will be eligible for the floating holidays beginning July 1, in the next fiscal year.

D. Holidays shall not be carried over from one fiscal year to another. Upon termination, an unused holiday cannot be converted to cash.

E. Holiday Compensation

Regular full-time employees on standard or alternate work schedules will receive eight (8) hours of pay for each holiday that falls on a scheduled workday.

Closed Holiday credits and debits will be calculated for each employee by Payroll and will be funded in the employee's Floating Holiday Bank on July 1 for the current fiscal year. Closed Holiday Credits are subject to all the benefits and restrictions of a Floating Holiday. They have no cash value and cannot be carried over from one fiscal year to the next fiscal year. If the employee separates from service before the end of the fiscal year, no further adjustments in the Closed Holiday Credits will be made.

Employees on other alternate work schedules (e.g., the 9/76, or 9/80 bi-weekly schedules) must use additional accrued vacation or compensatory time to account for the remaining half-hour(s) or hour(s). If the employee does not have any accrued leave available to be charged for the additional half-hour(s) or hour(s) for the holiday, the employee shall be charged with leave without pay.

Regular part-time employees will receive pro-ration of holidays based on actual hours worked or budgeted to work. For example, an RPT employee who works thirty-five (35) hours per week will receive seven (7) hours of pay per holiday. An RPT employee who works twenty-four (24) hours per week will receive four and eight tenths (4.8) hours of pay per holiday. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration. Holiday hours are accrued as follows:

Work Schedule	Holiday Pay
20-25 work hours	4-5 hours per holiday
30-35 work hours	6-7 hours per holiday

XVII. BEREAVEMENT AND REPRODUCTIVE LOSS LEAVE

A. Bereavement Leave

Regular full-time employees may be granted up to a maximum of forty (40) hours of paid bereavement leave where there has been a death of a ~~husband, wife~~spouse, domestic partner, ~~sister, brother~~sibling, ~~mother, stepmother, father, stepfather~~parent, stepparent, grandparent, grandchild, grandparent-in-law, ~~mother-in-law, father- in-law~~parent-in-law, sibling-in-law~~sister-in-law, brother-in-law~~, ~~son-in-law,~~ or ~~daughter-in-law~~child-in-law of an employee ~~in order~~so that the employee may attend last rites and attend to any pressing matters resulting from the death. A maximum of eighty (80) hours of paid bereavement leave may be granted for the death of a ~~son, daughter~~biological child, adoptive child, or stepchild~~, stepson, or stepdaughter~~.

B. Reproductive Loss Leave

Regular full-time employees may be granted reproductive loss leave of five (5) days where there has been a reproductive loss event such as miscarriage, stillbirth, failed adoption, or failed surrogacy of the employee, employee's spouse, or employee's registered domestic partner.

Reproductive loss leave is an unpaid protected leave and may be granted in five (5) day increments for each reproductive loss event up to a maximum of twenty (20) days in any twelve (12) month period.

Regular part-time (RPT) employees shall be eligible for prorated bereavement and reproductive loss leave based on actual hours worked or budgeted to work. For example, an RPT employee who works thirty-five (35) hours per week will receive up to a maximum of thirty-five (35) hours of bereavement or reproductive loss leave per reproductive loss event. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration. Bereavement and reproductive loss leave will be prorated as follows:

Work Schedule	Prorated Bereavement and Reproductive Loss Leave
20-25 work hours	up to a maximum of 20-25 hours
30-35 work hours	up to a maximum of 30-35 hours

XVIII. EDUCATIONAL REIMBURSEMENT OF TUITION FEES AND BOOK COSTS

A. Regular full-time and regular part-time employees are eligible on a first-come, first served basis for the educational reimbursement of tuition fees and book costs.

B. The City shall establish a fund of fourteen thousand dollars ($14,000.00) which shall be the City's total obligation for financing tuition fees and required textbook costs for job-related academic courses, courses taken in pursuit of a college degree, or education undertaken to maintain or improve skills related to work performance in the employee's current position. Reimbursement

to individual employees approved by the department head shall be for courses attended during the term of this Memorandum of Understanding and shall not exceed four thousand dollars ($4,000.00) per employee per fiscal year. Should monies remain in the fund at the end of the fiscal year, the funds will be distributed equitably among employees that had eligible expenses beyond the four thousand dollars ($4,000.00) per employee limit, up to their maximum expense incurred. Reimbursements taxable under the IRS will be taxed to comply with IRS regulations.

1. Eligible employees shall request written approval from their respective department heads to be reimbursed for courses or approved fees authorized under this provision prior to registration in the course or educational program.

2. Reimbursement shall be made for all tuition fees and required textbook costs of satisfactorily completed, City-approved courses directly related to the employee's job. In the event that an employee's educational program is unable to identify the specific cost associated with a specific course, reimbursements will be processed based on the average course cost using the following formula:

Total educational program fees (e.g., B.S/B.A degree programs) divided by the total number of courses required to obtain the degree will equal the average course fee.

3. Satisfactory completion shall mean the attainment of a course grade of "C" or better or documentation of satisfactory completion acceptable to the City. No reimbursement shall be made to employees who either unsatisfactorily complete or withdraw from an approved course or educational program.

4. Reimbursement shall be processed upon evidence of the successful completion of a course(s).

5. The City shall not provide reimbursement for any personal vehicle mileage or any expense other than tuition fees and required textbook costs.

C. Reimbursement shall be achieved by following the instructions listed on the back of the "Request for Educational Reimbursement" form, available electronically on the citywide ~~information system~~intranet or through the Human Resources office.

D. Required textbooks for which the employee was reimbursed shall become the property of the employee.

E. It is the intent of this policy that all eligible employees, though eligible for reimbursement of expenses, shall carry out their educational programs on their own personal time. Departmental shifts are arranged to allow an employee to enroll in a college program with reasonable assurance that course work attendance shall not be disrupted at mid-semester or mid-quarter. This policy does not guarantee that such disruption shall not occur; however, the Department Head shall ~~insure~~ensure that a reasonable effort will be made to avoid such disruptions when it may be achieved without inconvenience to departmental operations.

In the event that some activity of the educational program is to take place during the employee's duty hours, it shall be the responsibility of the employee to make the necessary arrangements for personal time off.

In this regard, the employee may make whatever arrangements are possible; however, the needs of the Department shall be of primary consideration in these situations.

This policy is not intended to serve as a directive to employees to conduct personal education programs beyond the programs required and/or provided by the City. The course work referred to here is that which is undertaken voluntarily by the employee and not subject to remuneration under provisions of the Fair Labor Standards Act.

XIX. PERSONNEL REDUCTION PROCEDURE

A. The Personnel Reduction Procedure set forth in the Personnel Rules and Regulations including Work Schedule Reductions In Lieu of Layoff shall apply to regular full-time and regular part-time employees represented by NAME.

B. Eligibility for ~~PST~~Temporary Employment Following Lay Off

Employees who have been the subject of layoff are eligible to be considered for ~~Part-Time,~~

~~Seasonal, T~~temporary ~~(PST)~~ employment to work in positions in the City of Newark as described below:

1. An employee who is the subject of layoff can apply for a ~~Part-Time Seasonal~~temporary position in the same or in a different job class performing the same or different job duties as the employee held and performed as a regular or full-time employee;
2. City will consider the employee who is the subject of layoff for the ~~Part-Time Seasonal~~ temporary position for which the employee applied;
3. City may or may not hire the employee for that ~~Part-Time Seasonal~~temporary position at the discretion of the City;
4. Employee will be compensated at the ~~Part-Time Seasonal~~temporary position rate of pay;
5. If employee is hired as a ~~Part-Time Seasonal~~temporary employee, the employee will remain on the Reinstatement List and the time on the Reinstatement List will not be interrupted;
6. Time worked as a ~~Part-Time Seasonal~~temporary employee does not count toward seniority;
7. If the employee is hired as a ~~Part-Time Seasonal~~ temporary employee and the employee is eligible in the PERS Retirement System, the City will re-enroll temporary employee in the PERS Retirement Plan and employee and the City will make appropriate retirement contributions.

XX. GRIEVANCE PROCEDURE

Any dispute between the City and an employee represented by the Association regarding the interpretation or application of this Memorandum of Understanding shall be considered a grievance. A grievance may be filed by an employee on their own behalf or by the President of the Association or their designated representative affecting the rights of an employee or employees pursuant to this agreement who is represented by the Association. For purposes of this section, all notices required herein shall be affected 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 City supervisor involved at the City Administration Building or the employee at their home address as shown in the Human Resources Department, postage prepaid, mailed by certified mail return receipt requested. Notice sent by certified mail shall be considered received upon deposit in the U.S. Mail postage prepaid.

A written grievance shall contain a complete statement of the grievance, the alleged facts upon which the grievance is based, the reasons for the grievance, the remedy requested, and the sections of this agreement alleged to have been violated. The grievance shall be signed and dated by the employee or the President of the Association on behalf of an employee or employees represented by the Association.

Hearings on grievances and actual filing of grievances 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 Association representative shall be entitled to any additional compensation or premium pay for any time spent in preparing or processing grievances. No grievances shall be processed during periods of overtime.

The employee or the Association shall pay for the time and expenses of their (its) representatives and witnesses through all stages of the grievance 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 Association shall be

permitted to be present without loss of compensation during hearings on grievances.

Time limits set forth herein for processing of the grievance procedure are of the essence of this procedure and are to be strictly complied with. Time limits may be extended only by written mutual agreement of the employee and/or Association and the supervisor conducting a hearing.

Any grievance 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 grievance is not answered by the City within the time limits set forth herein, the employee and/or the Association on behalf of the employee may take the grievance to the next higher step in the grievance procedure within the time limits provided.

No resolution of any grievance shall be contrary to the provisions of this Memorandum of Understanding.

Grievances shall be processed in the following manner:

A. Within ten (10) calendar days of the occurrence or ten (10) calendar days from such time as the employee or Association should reasonably have been aware of the occurrence on which a grievance is based, the employee and/or Association representative shall discuss the grievance in a meeting with the immediate supervisor of the employee involved. A two (2) ~~-~~calendar day extension of this time period will be authorized by the department head, or designee, upon written notice from an employee or the Association that additional time is required to formally submit a grievance.

B. If after such discussion the employee and/or the Association do not believe the problem has been satisfactorily resolved, ~~he/she/it~~they shall have the right, within ten (10) calendar days of the occurrence of the matter to file a formal written grievance of the personnel action with the employee's immediate supervisor.

C. Within ten (10) calendar days of receipt of the notice of formal written grievance, the immediate supervisor shall provide their decision in writing to the employee and/or Association representative.

D. Within ten (10) calendar days of the receipt of the decision from the employee's immediate supervisor, the employee and/or the Association may appeal the grievance by presenting a formal written appeal on the grievance to the appropriate department head, with a copy to the Human Resources Director.

E. Within ten (10) calendar days of receipt of the formal appeal on the grievance, the department head shall provide a written decision to the employee and/or Association.

F. Within ten (10) calendar days of receipt of the department head's decision, the employee and/or the Association may present a formal appeal of the grievance to the City Manager. The City Manager or their designated representative shall make a thorough review of the grievance, meet with the parties involved and provide a written decision to the employee and/or Association within ten (10) calendar days of receipt of the appeal.

G. Within ten (10) calendar days of receipt of the decision of the City Manager, the employee and/or Association may demand in writing to the City Manager that a formal appeal of the grievance be submitted to an independent fact-finder from a list of three qualified fact-finders

submitted to the City by the American Arbitration Association.

1. The City Manager and the employee and/or Association representative shall alternately strike names from the list so furnished and the last name remaining shall be designated as the fact-finder.

2. The City and the employee and/or Association shall share the fees and expenses of the fact-finder as well as the cost of making a record of the fact-findings.

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

4. The City and the employee both hold the right to be represented by an attorney or a representative of the Association.

5. If either of the parties does not accept the decision of the fact-finder that party may appeal to a Court of competent jurisdiction to hear the matter based on the transcript of evidence submitted to the fact-finder and conclusions of the fact-finder.

XXI. MANAGEMENT RIGHTS CLAUSE

The City, through its City Council and management representatives, shall have and retain the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services and the exclusive decision-making authority on matters not expressly modified by specific provisions of this Memorandum. Such rights, as defined herein below, shall be exercised in all respects consistent with law and the specific provisions of this Memorandum of Understanding.

The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, to establish and effect administrative regulations and employment rules and regulations consistent with law and the specific provisions of this Memorandum of Understanding, to direct its employees to take disciplinary action for just cause, to relieve its employees from duty because of lack of work or for other legitimate reasons, to determine whether goods or services shall be made, purchased or contracted for, to determine the method, means and personnel by which the City services are to be provided including the right to schedule and assign work and overtime and to otherwise act in the interest of efficient service to the community. The foregoing rights shall not be subject to the grievance procedure except as provided herein.

XXII. IMPLEMENTATION OF SECTION 414(h)(2) OF THE UNITED STATES INTERNAL REVENUE CODE

A. Pick-up of Employee Contributions

1. Pursuant to the provisions of this Agreement, the employer shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the employer in lieu of employee contributions.

2. Employee contributions made under Paragraph 1 of this Article shall be paid from the same source of funds as used in paying the wages to affected employees.

3. Employee contributions made by the employer under Paragraph 1 of this article shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this agreement.

4. The employee does not have the option to receive the employer-contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system.

B. Wage Adjustment

Notwithstanding any provision in the current agreement to the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the employer pursuant to the provisions hereof.

C. Limitations to Operability

This Article shall be operative only as long as the City of Newark pick-up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

If any of the aforementioned stated provisions of Section 414 (h) (2) of the United States Internal Revenue Code are changed during the term of this Memorandum of Understanding, the Association has the right to reopen negotiations only with regard to this section of this Memorandum of Understanding.

XXIII. FULL UNDERSTANDING, MODIFICATION AND WAIVER

The parties to this Memorandum of Understanding acknowledge and agree that this Memorandum constitutes the result of meeting and conferring in good faith in accordance with Section 3500, et seq of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reached agreement are set forth in this Memorandum. This Memorandum supersedes and replaces all prior Memoranda of Understanding executed heretofore. The Memorandum of Understanding contains the full and entire understanding of the parties regarding the matters set forth herein. Existing practices and/or benefits which are not referenced in the Memorandum of Understanding and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process. The City assures the Association that unless changes are warranted by operational necessity it does not intend, nor does it anticipate during the term of this Memorandum of Understanding, any change, modification or cancellation of wages, hours, and working conditions which are subject to meet and confer and which are presently in effect or contained in this Memorandum.

XXIV. SEPARABILITY

Notwithstanding any other provision in this Agreement to the contrary, in the event that any Article or subsections thereof, of this Agreement shall be declared invalid by any Court of competent jurisdiction, or by any applicable state or federal law or regulation, or should a decision by any Court of competent jurisdiction, or any applicable state or federal law or regulation diminish the benefits provided by this Agreement, or impose additional obligations on the City, the parties shall meet and confer on the Article or subsections thereof affected. In such event, all other provisions of this Agreement not affected shall continue in full force and effect.

ATTACHMENT A

~~Regular Full-Time / Part-Time Classifications~~

Newark Association of Miscellaneous Employees

Classifications

Accounting Assistant I	Information Technology Technician I
Accounting Assistant II	Information Technology Technician II
Administrative Support Specialist I	Landscape Inspector
Administrative Support Specialist II	Landscape & Parks Maintenance Worker I
~~Aquatics Coordinator~~	Landscape & Parks Maintenance Worker II
~~Aquatic Activities Specialist~~	Lead Child Care Instructor
Building Inspector I	Permit Technician
Building Inspector II	Public Works Inspector
Building Maintenance Mechanic I	Recreation Coordinator
Building Maintenance Mechanic II	Senior Administrative Support Specialist
~~Cashier~~	Senior Building Inspector
Child Care Instructor	Senior Building Maintenance Mechanic
~~Collections Assistant~~	Senior Equipment Mechanic
Community Preservation Specialist	Senior Landscape Inspector
~~Engineering Aide I~~	Senior Landscape & Parks Maintenance Worker
Engineering Technician I	Senior Street Maintenance Worker
Engineering Technician II	Street Maintenance Worker I
~~Engineering Technician III~~	Street Maintenance Worker II
Equipment Mechanic I	~~Street Maintenance Worker Lead~~
Equipment Mechanic II	~~Vehicle Abatement Officer~~
~~Field Assistant~~	~~Youth Instructor I~~
General Laborer	~~Youth Instructor II~~

ATTACHMENT B

Include Consolidated Salary Schedule

~~SALARY LIST – EFFECTIVE 07/01/2022 *Monthly salaries are based on a 40 hour work week~~

~~ACCOUNTING ASSISTANT I~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$34.49~~	~~$35.52~~	~~$36.59~~
	~~2~~	~~$35.96~~	~~$37.04~~	~~$38.15~~
	~~3~~	~~$37.58~~	~~$38.71~~	~~$39.87~~
	~~4~~	~~$39.24~~	~~$40.42~~	~~$41.63~~
	~~5~~	~~$41.07~~	~~$42.30~~	~~$43.57~~

~~ACCOUNTING ASSISTANT II~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$37.92~~	~~$39.06~~	~~$40.23~~
	~~2~~	~~$39.60~~	~~$40.79~~	~~$42.01~~
	~~3~~	~~$41.34~~	~~$42.58~~	~~$43.86~~
	~~4~~	~~$43.18~~	~~$44.48~~	~~$45.81~~
	~~5~~	~~$45.17~~	~~$46.53~~	~~$47.93~~

~~ADMIN SUPPORT SPECALIST I~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$31.24~~	~~$32.18~~	~~$33.15~~
	~~2~~	~~$32.59~~	~~$33.57~~	~~$34.58~~
	~~3~~	~~$34.00~~	~~$35.02~~	~~$36.07~~
	~~4~~	~~$35.53~~	~~$36.60~~	~~$37.70~~
	~~5~~	~~$37.04~~	~~$38.15~~	~~$39.29~~

~~ADMIN SUPPORT SPECALIST II~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$34.11~~	~~$35.13~~	~~$36.18~~
	~~2~~	~~$35.63~~	~~$36.70~~	~~$37.80~~
	~~3~~	~~$37.20~~	~~$38.32~~	~~$39.47~~
	~~4~~	~~$38.89~~	~~$40.06~~	~~$41.26~~
	~~5~~	~~$40.60~~	~~$41.82~~	~~$43.07~~

~~AQUATIC ACTIVITIES SPECIALIST~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$27.04~~	~~$27.85~~	~~$28.69~~
	~~2~~	~~$28.44~~	~~$29.29~~	~~$30.17~~
	~~3~~	~~$29.83~~	~~$30.72~~	~~$31.64~~
	~~4~~	~~$31.32~~	~~$32.26~~	~~$33.23~~
	~~5~~	~~$32.88~~	~~$33.87~~	~~$34.89~~

~~AQUATICS COORDINATOR~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$39.54~~	~~$40.73~~	~~$41.95~~
	~~2~~	~~$41.31~~	~~$42.55~~	~~$43.83~~
	~~3~~	~~$43.17~~	~~$44.47~~	~~$45.80~~
	~~4~~	~~$45.07~~	~~$46.42~~	~~$47.81~~

	5	$47.05	$48.46	$49.91
BUILDING INSPECTOR I	***Step Code***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$50.82	$52.34	$53.91
	2	$53.13	$54.72	$56.36
	3	$55.60	$57.27	$58.99
	4	$58.20	$59.95	$61.75
	5	$60.87	$62.70	$64.58
BUILDING INSPECTOR II	***Step Code***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$53.36	$54.96	$56.61
	2	$55.79	$57.46	$59.18
	3	$58.38	$60.13	$61.93
	4	$61.11	$62.94	$64.83
	5	$63.92	$65.84	$67.82
BUILDING MECHANIC I	***Step Code***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$38.07	$39.21	$40.39
	2	$39.99	$41.19	$42.43
	3	$41.98	$43.24	$44.54
	4	$44.10	$45.42	$46.78
	5	$46.30	$47.69	$49.12
BUILDING MECHANIC II	***Step Code***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$41.94	$43.20	$44.50
	2	$44.04	$45.36	$46.72
	3	$46.25	$47.64	$49.07
	4	$48.57	$50.03	$51.53
	5	$50.98	$52.51	$54.09
CASHIER	***Step Code***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$34.76	$35.80	$36.87
	2	$36.30	$37.39	$38.51
	3	$37.94	$39.08	$40.25
	4	$39.62	$40.81	$42.03
	5	$41.36	$42.60	$43.88
CHILD CARE INSTRUCTOR	***Step Code***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$24.30	$25.03	$25.78
	2	$25.53	$26.30	$27.09
	3	$26.82	$27.62	$28.45
	4	$28.16	$29.00	$29.87
	5	$29.58	$30.47	$31.38
COLLECTIONS ASSISTANT	***Step Code***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$37.92	$39.06	$40.23

	~~2~~	~~$39.60~~	~~$40.79~~	~~$42.01~~
	~~3~~	~~$41.34~~	~~$42.58~~	~~$43.86~~
	~~4~~	~~$43.18~~	~~$44.48~~	~~$45.81~~
	~~5~~	~~$45.17~~	~~$46.53~~	~~$47.93~~
~~**COMMUNITY PRESERVATION SPECIALIST**~~	~~***Step Code***~~	~~***FY 2023***~~	~~***FY 2024***~~	~~***FY 2025***~~
	~~1~~	~~$42.37~~	~~$43.64~~	~~$44.95~~
	~~2~~	~~$44.30~~	~~$45.63~~	~~$47.00~~
	~~3~~	~~$46.32~~	~~$47.71~~	~~$49.14~~
	~~4~~	~~$48.46~~	~~$49.91~~	~~$51.41~~
	~~5~~	~~$50.71~~	~~$52.23~~	~~$53.80~~
~~**ENGINEERING AIDE I**~~	~~***Step Code***~~	~~***FY 2023***~~	~~***FY 2024***~~	~~***FY 2025***~~
	~~1~~	~~$36.95~~	~~$38.06~~	~~$39.20~~
	~~2~~	~~$38.58~~	~~$39.74~~	~~$40.93~~
	~~3~~	~~$40.31~~	~~$41.52~~	~~$42.77~~
	~~4~~	~~$42.11~~	~~$43.37~~	~~$44.67~~
	~~5~~	~~$44.02~~	~~$45.34~~	~~$46.70~~
~~**ENGINEERING TECHNICIAN I**~~	~~***Step Code***~~	~~***FY 2023***~~	~~***FY 2024***~~	~~***FY 2025***~~
	~~1~~	~~$43.85~~	~~$45.17~~	~~$46.53~~
	~~2~~	~~$45.80~~	~~$47.17~~	~~$48.59~~
	~~3~~	~~$47.89~~	~~$49.33~~	~~$50.81~~
	~~4~~	~~$50.10~~	~~$51.60~~	~~$53.15~~
	~~5~~	~~$52.37~~	~~$53.94~~	~~$55.56~~
~~**ENGINEERING TECHNICIAN II**~~	~~***Step Code***~~	~~***FY 2023***~~	~~***FY 2024***~~	~~***FY 2025***~~
	~~1~~	~~$46.97~~	~~$48.38~~	~~$49.83~~
	~~2~~	~~$49.12~~	~~$50.59~~	~~$52.11~~
	~~3~~	~~$51.37~~	~~$52.91~~	~~$54.50~~
	~~4~~	~~$53.74~~	~~$55.35~~	~~$57.01~~
	~~5~~	~~$56.22~~	~~$57.91~~	~~$59.65~~
~~**ENGINEERING TECHNICIAN III**~~	~~***Step Code***~~	~~***FY 2023***~~	~~***FY 2024***~~	~~***FY 2025***~~
	~~1~~	~~$50.82~~	~~$52.34~~	~~$53.91~~
	~~2~~	~~$53.14~~	~~$54.73~~	~~$56.37~~
	~~3~~	~~$55.61~~	~~$57.28~~	~~$59.00~~
	~~4~~	~~$58.20~~	~~$59.95~~	~~$61.75~~
~~**EQUIPMENT MECHANIC I**~~	~~***Step Code***~~	~~***FY 2023***~~	~~***FY 2024***~~	~~***FY 2025***~~

	~~1~~	~~$39.16~~	~~$40.33~~	~~$41.54~~
	~~2~~	~~$41.10~~	~~$42.33~~	~~$43.60~~
	~~3~~	~~$43.17~~	~~$44.47~~	~~$45.80~~
	~~4~~	~~$45.32~~	~~$46.68~~	~~$48.08~~
	~~5~~	~~$47.59~~	~~$49.02~~	~~$50.49~~
~~**EQUIPMENT MECHANIC II**~~	~~***Step Code***~~	~~***FY 2023***~~	~~***FY 2024***~~	~~***FY 2025***~~
	~~1~~	~~$43.11~~	~~$44.40~~	~~$45.73~~
	~~2~~	~~$45.25~~	~~$46.61~~	~~$48.01~~
	~~3~~	~~$47.52~~	~~$48.95~~	~~$50.42~~
	~~4~~	~~$49.90~~	~~$51.40~~	~~$52.94~~
	~~5~~	~~$52.38~~	~~$53.95~~	~~$55.57~~
~~**FIELD ASSISTANT**~~	~~***Step Code***~~	~~***FY 2023***~~	~~***FY 2024***~~	~~***FY 2025***~~
	~~1~~	~~$26.63~~	~~$27.43~~	~~$28.25~~
	~~2~~	~~$28.02~~	~~$28.86~~	~~$29.73~~
	~~3~~	~~$29.38~~	~~$30.26~~	~~$31.17~~
	~~4~~	~~$30.86~~	~~$31.79~~	~~$32.74~~
	~~5~~	~~$32.40~~	~~$33.37~~	~~$34.37~~
~~**GENERAL LABORER**~~	~~***Step Code***~~	~~***FY 2023***~~	~~***FY 2024***~~	~~***FY 2025***~~
	~~1~~	~~$28.46~~	~~$29.31~~	~~$30.19~~
	~~2~~	~~$29.89~~	~~$30.79~~	~~$31.71~~
	~~3~~	~~$31.39~~	~~$32.33~~	~~$33.30~~
	~~4~~	~~$32.96~~	~~$33.95~~	~~$34.97~~
	~~5~~	~~$34.60~~	~~$35.64~~	~~$36.71~~
~~**INFORMATION TECHNOLOGY TECHNICIAN I**~~	~~***Step Code***~~	~~***FY 2023***~~	~~***FY 2024***~~	~~***FY 2025***~~
	~~1~~	~~$38.83~~	~~$39.99~~	~~$41.19~~
	~~2~~	~~$40.76~~	~~$41.98~~	~~$43.24~~
	~~3~~	~~$42.79~~	~~$44.07~~	~~$45.39~~
	~~4~~	~~$44.93~~	~~$46.28~~	~~$47.67~~
	~~5~~	~~$47.18~~	~~$48.60~~	~~$50.06~~
~~**INFORMATION TECHNOLOGY TECHNICIAN II**~~	~~***Step Code***~~	~~***FY 2023***~~	~~***FY 2024***~~	~~***FY 2025***~~
	~~1~~	~~$43.14~~	~~$44.43~~	~~$45.76~~
	~~2~~	~~$45.29~~	~~$46.65~~	~~$48.05~~
	~~3~~	~~$47.54~~	~~$48.97~~	~~$50.44~~
	~~4~~	~~$49.92~~	~~$51.42~~	~~$52.96~~
	~~5~~	~~$52.43~~	~~$54.00~~	~~$55.62~~

~~LANDSCAPE INSPECTOR~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$36.55~~	~~$37.65~~	~~$38.78~~
	~~2~~	~~$38.37~~	~~$39.52~~	~~$40.71~~
	~~3~~	~~$40.29~~	~~$41.50~~	~~$42.75~~
	~~4~~	~~$42.30~~	~~$43.57~~	~~$44.88~~
	~~5~~	~~$44.42~~	~~$45.75~~	~~$47.12~~

~~LANDSCAPE & PARKS MAINTENANCE WORKER I~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$35.57~~	~~$36.64~~	~~$37.74~~
	~~2~~	~~$37.35~~	~~$38.47~~	~~$39.62~~
	~~3~~	~~$39.22~~	~~$40.40~~	~~$41.61~~
	~~4~~	~~$41.17~~	~~$42.41~~	~~$43.68~~
	~~5~~	~~$43.24~~	~~$44.54~~	~~$45.88~~

~~LANDSCAPE & PARKS MAINTENANCE WORKER II~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$39.17~~	~~$40.35~~	~~$41.56~~
	~~2~~	~~$41.12~~	~~$42.35~~	~~$43.62~~
	~~3~~	~~$43.19~~	~~$44.49~~	~~$45.82~~
	~~4~~	~~$45.35~~	~~$46.71~~	~~$48.11~~
	~~5~~	~~$47.61~~	~~$49.04~~	~~$50.51~~

~~LEAD CHILD CARE INSTRUCTOR~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$27.96~~	~~$28.80~~	~~$29.66~~
	~~2~~	~~$29.36~~	~~$30.24~~	~~$31.15~~
	~~3~~	~~$30.84~~	~~$31.77~~	~~$32.72~~
	~~4~~	~~$32.39~~	~~$33.36~~	~~$34.36~~
	~~5~~	~~$34.02~~	~~$35.04~~	~~$36.09~~

~~PERMIT TECHNICIAN~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$39.77~~	~~$40.96~~	~~$42.19~~
	~~2~~	~~$41.55~~	~~$42.80~~	~~$44.08~~
	~~3~~	~~$43.43~~	~~$44.73~~	~~$46.07~~
	~~4~~	~~$45.32~~	~~$46.68~~	~~$48.08~~
	~~5~~	~~$47.36~~	~~$48.78~~	~~$50.24~~

~~PUBLIC WORKS INSPECTOR~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$53.37~~	~~$54.97~~	~~$56.62~~
	~~2~~	~~$55.80~~	~~$57.47~~	~~$59.19~~
	~~3~~	~~$58.39~~	~~$60.14~~	~~$61.94~~
	~~4~~	~~$61.11~~	~~$62.94~~	~~$64.83~~
	~~5~~	~~$63.92~~	~~$65.84~~	~~$67.82~~

~~RECREATION COORDINATOR~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$39.54~~	~~$40.73~~	~~$41.95~~
	~~2~~	~~$41.31~~	~~$42.55~~	~~$43.83~~
	~~3~~	~~$43.17~~	~~$44.47~~	~~$45.80~~
	~~4~~	~~$45.07~~	~~$46.42~~	~~$47.81~~
	~~5~~	~~$47.05~~	~~$48.46~~	~~$49.91~~

~~SR ADMIN SUPPORT SPECIALIST~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$37.52~~	~~$38.65~~	~~$39.81~~
	~~2~~	~~$39.19~~	~~$40.37~~	~~$41.58~~
	~~3~~	~~$40.98~~	~~$42.21~~	~~$43.48~~
	~~4~~	~~$42.76~~	~~$44.04~~	~~$45.36~~
	~~5~~	~~$44.68~~	~~$46.02~~	~~$47.40~~

~~SR BUILDING INSPECTOR~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$55.76~~	~~$57.43~~	~~$59.15~~
	~~2~~	~~$58.38~~	~~$60.13~~	~~$61.93~~
	~~3~~	~~$60.87~~	~~$62.70~~	~~$64.58~~
	~~4~~	~~$63.97~~	~~$65.89~~	~~$67.87~~
	~~5~~	~~$66.97~~	~~$68.98~~	~~$71.05~~

~~SR BUILDING MECHANIC~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$46.19~~	~~$47.58~~	~~$49.01~~
	~~2~~	~~$48.47~~	~~$49.92~~	~~$51.42~~
	~~3~~	~~$50.92~~	~~$52.45~~	~~$54.02~~
	~~4~~	~~$53.46~~	~~$55.06~~	~~$56.71~~
	~~5~~	~~$56.15~~	~~$57.83~~	~~$59.56~~

~~SR EQUIPMENT MECHANIC~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$47.46~~	~~$48.88~~	~~$50.35~~
	~~2~~	~~$49.83~~	~~$51.32~~	~~$52.86~~
	~~3~~	~~$52.31~~	~~$53.88~~	~~$55.50~~
	~~4~~	~~$54.92~~	~~$56.57~~	~~$58.27~~
	~~5~~	~~$57.69~~	~~$59.42~~	~~$61.20~~

~~SR LANDSCAPE & PARKS MAINTENANCE WORKER~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$43.14~~	~~$44.43~~	~~$45.76~~
	~~2~~	~~$45.29~~	~~$46.65~~	~~$48.05~~
	~~3~~	~~$47.56~~	~~$48.99~~	~~$50.46~~
	~~4~~	~~$49.93~~	~~$51.43~~	~~$52.97~~
	~~5~~	~~$52.43~~	~~$54.00~~	~~$55.62~~

~~SR LANDSCAPE INSPECTOR~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$43.14~~	~~$44.43~~	~~$45.76~~
	~~2~~	~~$45.29~~	~~$46.65~~	~~$48.05~~
	~~3~~	~~$47.56~~	~~$48.99~~	~~$50.46~~
	~~4~~	~~$49.93~~	~~$51.43~~	~~$52.97~~
	~~5~~	~~$52.43~~	~~$54.00~~	~~$55.62~~

~~SR STREET MAINTENANCE WORKER~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$43.15~~	~~$44.44~~	~~$45.77~~
	~~2~~	~~$45.30~~	~~$46.66~~	~~$48.06~~
	~~3~~	~~$47.56~~	~~$48.99~~	~~$50.46~~
	~~4~~	~~$49.94~~	~~$51.44~~	~~$52.98~~
	~~5~~	~~$52.44~~	~~$54.01~~	~~$55.63~~

~~STREET MAINTENANCE WORKER I~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$35.57~~	~~$36.64~~	~~$37.74~~
	~~2~~	~~$37.35~~	~~$38.47~~	~~$39.62~~
	~~3~~	~~$39.22~~	~~$40.40~~	~~$41.61~~
	~~4~~	~~$41.17~~	~~$42.41~~	~~$43.68~~
	~~5~~	~~$43.24~~	~~$44.54~~	~~$45.88~~

~~STREET MAINTENANCE WORKER II~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$39.17~~	~~$40.35~~	~~$41.56~~
	~~2~~	~~$41.12~~	~~$42.35~~	~~$43.62~~
	~~3~~	~~$43.19~~	~~$44.49~~	~~$45.82~~
	~~4~~	~~$45.35~~	~~$46.71~~	~~$48.11~~
	~~5~~	~~$47.61~~	~~$49.04~~	~~$50.51~~

~~STREET MAINTENANCE WORKER LEAD~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$41.16~~	~~$42.39~~	~~$43.66~~
	~~2~~	~~$43.21~~	~~$44.51~~	~~$45.85~~
	~~3~~	~~$45.38~~	~~$46.74~~	~~$48.14~~
	~~4~~	~~$47.64~~	~~$49.07~~	~~$50.54~~
	~~5~~	~~$50.02~~	~~$51.52~~	~~$53.07~~

~~VEHICLE ABATEMENT OFFICER~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$31.08~~	~~$32.01~~	~~$32.97~~
	~~2~~	~~$32.62~~	~~$33.60~~	~~$34.61~~
	~~3~~	~~$34.26~~	~~$35.29~~	~~$36.35~~
	~~4~~	~~$35.96~~	~~$37.04~~	~~$38.15~~
	~~5~~	~~$37.77~~	~~$38.90~~	~~$40.07~~

~~YOUTH INSTRUCTOR I~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$19.47~~	~~$20.05~~	~~$20.65~~
	~~2~~	~~$20.44~~	~~$21.05~~	~~$21.68~~
	~~3~~	~~$21.46~~	~~$22.10~~	~~$22.76~~
	~~4~~	~~$22.52~~	~~$23.20~~	~~$23.90~~
	~~5~~	~~$23.65~~	~~$24.36~~	~~$25.09~~

~~YOUTH INSTRUCTOR II~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$24.30~~	~~$25.03~~	~~$25.78~~
	~~2~~	~~$25.53~~	~~$26.30~~	~~$27.09~~
	~~3~~	~~$26.82~~	~~$27.62~~	~~$28.45~~
	~~4~~	~~$28.15~~	~~$28.99~~	~~$29.86~~
	~~5~~	~~$29.58~~	~~$30.47~~	~~$31.38~~

~~RESOLUTION NO. 11,537~~

~~RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE DELETION OF ONE FULL-TIME EQUIVALENT AQUATIC ACTIVITIES SPECIALIST AND THE ADDITION OF ONE FULL-TIME EQUIVALENT AQUATICS COORDINATOR TO THE 2022-2024 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2024~~

~~WHEREAS, the 2022-2024 Biennial Budget and Capital Improvement Plan was adopted by the City Council on June 23, 2022; and~~

~~WHEREAS, the City underfilled the position of Aquatics Coordinator with an Aquatic Activities Specialist as a cost-savings measure and in response to lower Aquatics program participation during the COVID-19 pandemic; and~~

~~WHEREAS, the Recreation & Community Services Department is now experiencing higher participation levels and an increased need of higher-level coordinator support; and~~

~~WHEREAS, the City reviewed the Aquatics Coordinator class specification and determined it accurately depicts the job duties needed; and~~

~~WHEREAS, the Aquatic Activities Specialist and Aquatics Coordinator are represented by the Newark Association of Miscellaneous Employees (NAME); and~~

~~WHEREAS, the City Manager or designee has met and conferred in good faith with the representatives of NAME related to the above matters; and~~

~~WHEREAS, the City seeks to amend the 2022-2024 Biennial Budget and Capital Improvement Plan to delete one full-time equivalent Aquatic Activities Specialist and add one full-time equivalent Aquatics Coordinator; and~~

~~WHEREAS, the City used standard practices to determine the fully benefitted costs of an Aquatics Coordinator and determined the net cost of the Aquatics Coordinator is within the department's Fiscal Year 2024 personnel budget.~~

~~NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newark hereby authorizes an amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024 to remove one full-time equivalent Aquatic Activities Specialist and add one full-time equivalent Aquatics Coordinator.~~

~~I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on July 13, 2023, by Council Member Bucci who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:~~

~~AYES:~~ ~~Council Members Bucci, Freitas, Jorgens, Vice Mayor Collazo and Mayor Hannon~~

~~NOES:~~ ~~None~~

~~ABSENT:~~ ~~None~~

~~SECONDED:~~ ~~Council Member Freitas~~

~~APPROVED:~~

~~MICHAEL K ON~~
~~Mayor~~

ATTEST:

SHEILA HARRINGTON
~~City Clerk~~

~~APPROVED AS TO FORM:~~

~~KRISTOPHER J. KOKOTAYLO~~
~~City Attorney~~

~~RESOLUTION NO. 11,552~~

~~RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING THE EMPLOYEE CLASSIFICATION PLAN TO ADD MULTIPLE CLASS SPECIFICATIONS; APPROVING A SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF NEWARK AND THE NEWARK ASSOCIATION OF MISCELLANEOUS EMPLOYEES; AMENDING THE COMPENSATION AND BENEFIT PLAN FOR THE MANAGEMENT, SUPERVISORY, AND PROFESSIONAL EMPLOYEE GROUP; AUTHORIZING THE ADDITION AND DELETION OF MULTIPLE POSITIONS TO THE 2022-2024 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2024; AMENDING THE 2022-2024 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2024; AND APPROVING AN AMENDMENT TO THE CITY'S SALARY SCHEDULE IN CONFORMANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5~~

~~WHEREAS, the City conducted a classification and compensation study that included the Maintenance Division, Economic Development Manager, Administrative Analyst and Senior Administrative Analyst classifications; and~~

~~WHEREAS, the study showed the Management Analyst class specification is comparable to the City's Administrative Analyst classification in the labor market; and~~

~~WHEREAS, offering promotional opportunities through advancement in a classification series supports the City's efforts to maintain a competitive labor market position and accurately classify its employees; and~~

~~WHEREAS, the classifications are included in the Management, Supervisory and Professional Employee Group or represented by the Newark Association of Miscellaneous Employees (NAME) pursuant to the Memorandum of Understanding with the City; and~~

~~WHEREAS, the City Manager or designee has met and conferred in good faith with the representatives of NAME related to the above matters; and~~

~~WHEREAS, the 2022-2024 Biennial Budget and Capital Improvement Plan was adopted by the City Council on June 23, 2022; and~~

~~WHEREAS, the City seeks to amend the 2022-2024 Biennial Budget and Capital Improvement Plan to delete two full-time equivalent (FTE) Equipment Mechanic II, two FTE Landscape and Parks Maintenance Worker I, two FTE Landscape and Parks Maintenance Worker II, three (FTE) Administrative Analyst and one FTE Economic Development Manager positions,~~

~~and add two FTE Equipment Mechanic I/II, four FTE Landscape and Parks Maintenance Worker I/II, three FTE Management Analyst I/II, one Senior Management Analyst and one FTE Deputy Economic Development Director positions; and~~

~~WHEREAS, reclassifying the Economic Development Manager and adding a Management Analyst requires a budget amendment.~~

~~NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the Compensation and Benefit Plan for the Management, Supervisory, and Professional Employee Group be amended to delete the classifications of Administrative Analyst, Senior Administrative Analyst and Economic Development Manager, and add the classifications of Management Analyst I/II and Senior Management Analyst with the listed salary steps below, and add Deputy Economic Development Director and assign Salary Range 18, effective July 28, 2023.~~

~~BE IT FURTHER 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 delete the classifications of Equipment Mechanic I, Equipment Mechanic II, Landscape and Parks Maintenance Worker I, and Landscape and Parks Maintenance Worker II and add the classifications of Equipment Mechanic I/II, Landscape and Parks Maintenance Worker I/II effective July 28, 2023.~~

~~BE IT FURTHER RESOLVED that the City Council hereby authorizes an amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024 to delete two full-time equivalent (FTE) Equipment Mechanic II, two FTE Landscape and Parks Maintenance Worker I, two FTE Landscape and Parks Maintenance Worker II, three FTE Administrative Analyst and one FTE Economic Development Manager positions, and add two FTE Equipment Mechanic I/II, four FTE Landscape and Parks Maintenance Worker I/II, three FTE Management Analyst I/II, one Senior Management Analyst and one FTE Deputy Economic Development Director position.~~

~~BE IT FURTHER RESOLVED that the City Council hereby approves an amendment to the City's Salary Schedule to reflect the classifications of Management Analyst I, Management Analyst II, Senior Management Analyst and Deputy Economic Development Director with salaries as follows:~~

~~Deputy Economic Development Director – Range 18 $ 13,899.60 to $ 16,679.52~~

		Management Analyst series				
		Step 1	Step 2	Step 3	Step 4	Step 5
Management Analyst I	Hourly	$ 45.91	$ 48.20	$ 50.62	$ 53.15	$ 55.81
	Biweekly	$ 3,672.72	$ 3,856.32	$ 4,049.28	$ 4,251.60	$ 4,464.72
	Annual	$95,490.72	$100,264.32	$ 105,281.28	$ 110,541.60	$116,082.72
Management Analyst II	Hourly	$ 51.01	$ 53.56	$ 56.24	$ 59.05	$ 62.01
	Biweekly	$ 4,080.80	$ 4,284.80	$ 4,499.20	$ 4,724.00	$ 4,960.80
	Annual	$106,100.80	$111,404.80	$116,979.20	$ 122,824.00	$ 128,980.80
Senior Management Analyst	Hourly	$ 60.84	$ 63.89	$ 67.08	$ 70.43	$ 73.95
	Biweekly	$ 4,867.37	$ 5,111.27	$ 5,366.71	$ 5,634.51	$ 5,916.32
	Annual	$126,551.57	$132,893.07	$139,534.51	$146,497.31	$ 153,824.32

BE IT FURTHER RESOLVED that the City Council hereby authorizes an amendment to the 2022-2024 Biennial Budget and Capital Improvement Plan for Fiscal Year 2024 as follows:

TO:	110.50.051.510.5110	Economic Development Division Salaries	$183,000	
FR:	110.50.051.510.5120	Part-Time Temporary Salaries		$ 53,000
FR:	110.3000	Unallocated Fund Balance		$130,000

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on July 27, 2023, by Vice Mayor Collazo 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: Council Member Bucci

APPROVED:

MICAELK.HANNON
Mayor

ATTEST:

SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
City Attorney

DocuSign Envelope ID: 2E92B169-51D1-4615-8CF6-D8EA63DA4AED

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: August 28, 2023

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 to address representation of the classification of Vehicle Abatement Officer.

The City and Association have met and conferred and agreed to the following amendments below to provide that NAME will no longer be the sole and exclusive bargaining representative for the Vehicle Abatement Officer classification. This side letter will become effective upon approval by the City Council.

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

1. Remove "Vehicle Abatement Officer" from Attachment A, the list of "Regular Full-Time/ Part-Time Classifications".
2. Remove the following row from the table in Attachment B, "Salary List":

Vehicle Abatement Officer	***Step Code***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$32.08	$32.01	$32.97
	2	$32.62	$33.60	$34.61
	3	$34.26	$35.29	$36.35
	4	$35.96	$37.04	$38.15
	5	$37.77	$38.90	$40.07

DocuSign Envelope ID: 2E92B169-51D1-4615-8CF6-D8EA63DA4AED

Dated: 9/26/2023

For the City of Newark:

DocuSigned by:
David Benoun
075767B2C2304C4...

David Benoun, City Manager

For the Newark Association of Miscellaneous Employees:

DocuSigned by:
Jackson Posadas
9766623AEF8C494...

Jackson Posadas, President

DocuSign Envelope ID: 11B683D7-5E12-4288-85E3-59D3D816940E

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: January 3, 2024

This will serve as a Letter of Understanding (LOU) 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 LOU is to memorialize the compensation increases and title changes as a result of the Classification and Compensation Study. This LOU will become effective on January 12, 2024.

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

Throughout the NAME MOU, replace "Aquatics Coordinator" with "Recreation Coordinator; replace "Building Mechanic I/II" with "Building Maintenance Mechanic I/II"; and replace "Senior Building Mechanic" with "Senior Building Maintenance Mechanic".

Revise Attachment B in the MOU to reflect the following base salary increases:

- Child Care Instructor - 5.00%
- Information Technology Technician I - 3.11%
- Information Technology Technician II - 3.95%
- Lead Child Care Instructor - 5.00%
- Recreation Coordinator - 3.54%

The parties agree to produce a red-lined version within the MOU as a clean-up matter as part of the revision process. Affected Classifications in Attachment B:

Child Care Instructor	***Step Code***	***FY 2023***	***FY 2024***	***FY 2025***
	1	$24.30	$26.28	$27.07
	2	$25.53	$27.62	$28.44
	3	$26.82	$29.00	$29.87
	4	$28.16	$30.45	$31.36
	5	$29.58	$31.99	$32.95

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Lead Child Care Instructor	Step Code	FY 2023	FY 2024	FY 2025
	1	$27.96	$30.24	$31.15
	2	$29.36	$31.75	$32.70
	3	$30.84	$33.36	$34.36
	4	$32.39	$35.03	$36.08
	5	$34.02	$36.79	$37.90

Recreation Coordinator	Step Code	FY 2023	FY 2024	FY 2025
	1	$39.54	$42.17	$43.44
	2	$41.31	$44.06	$45.38
	3	$43.17	$46.04	$47.43
	4	$45.07	48.06	$49.51
	5	$47.05	$50.18	$51.68

Information Technology Technician I	Step Code	FY 2023	FY 2024	FY 2025
	1	$38.83	$41.23	$42.47
	2	$40.76	$43.29	$44.58
	3	$42.79	$45.44	$46.80
	4	$44.93	$47.72	$49.15
	5	$47.18	$50.11	$51.61

Information Technology Technician II	Step Code	FY 2023	FY 2024	FY 2025
	1	$43.14	$46.18	$47.57
	2	$45.29	$48.49	$49.95
	3	$47.54	$50.90	$52.43
	4	$49.92	$53.45	$55.05
	5	$52.43	$56.13	$57.82

Dated: 1/26/2024

For the City of Newark:

DocuSigned by:
David Benoun
075767B2C2304C4...

David Benoun, City Manager

For the Newark Association of Miscellaneous Employees:

DocuSigned by:
Angela Montez
6798827949374DD...

Angela Montez, President

~~RESOLUTION NO. 11670~~

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

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City ofNewark held on July 25, 2024, by Council Member Jorgens who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

AYES: Council Members Jorgens, Apodaca, and Mayor Hannon

NOES: None

ABSENT: Council Member Collazo and Vice Mayor Freitas

SECONDED: Council Member Apodaca

APPROVED:

MICHAEL K. HANNON
Mayor

ATTEST:

SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTA YLO
City Attorney

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NEWARK
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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 1/11 and Senior Landscape and Park Maintenance Worker employees in the following classifications, who are certified to spray pesticidesL5% above their compensation base pay for actual time performing pesticide spraying: Building Maintenance Mechanic 1/11, Equipment Mechanic 1/11, General Laborer, Landscape and Parks Maintenance Worker 1/11, Senior Building Maintenance Mechanic, Senior Equipment Mechanic, Senior Landscape Inspector, Senior Landscape and Parks Maintenance Worker, Senior Street Maintenance Worker, and Street Maintenance Worker 1/11.

Dated: _ .. .(7_'□2-□cJ_----'i_(.)2- _ _3/_

For the City of Newark:

&& cibrti:b

Lenka Hovorka, Acting City Manager

For the Newark Association of Miscellaneous Employees:

Angela Montez, President

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AND ADOPTING A COMPENSATION AND BENEFIT PLAN FOR THE MANAGEMENT, SUPERVISORY, AND PROFESSIONAL EMPLOYEE GROUP, AUTHORIZING THE CITY MANAGER TO EXECUTE THE COMPENSATION AND BENEFIT PLAN, ACKNOWLEDGING CONCURRENT REVISIONS PURSUANT TO CITY MANAGER EMPLOYMENT AGREEMENT, AND APPROVING AN AMENDMENT TO THE CITY'S SALARY SCHEDULE IN CONFORMANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

WHEREAS, the City of Newark (the "City") has previously adopted and periodically amended the Compensation and Benefit Plan for the Management, Supervisory, and Professional Employee Group; and

WHEREAS, members of the Management, Supervisory, and Professional Employee Group are unrepresented employees; and

WHEREAS, the City Council desires to establish salaries and benefits for the Management, Supervisory, and Professional Employee Group; and

WHEREAS, the Compensation and Benefit Plan, dated July 1, 2025 (the "Plan"), attached hereto and incorporated herein by this reference as Exhibit A, enumerates the job classifications whose incumbents shall be considered members of the Management, Supervisory, and Professional Employee Group and also provides for the salaries and benefits for the Management, Supervisory, and Professional Employee Group; and

WHEREAS, the City Council finds that the terms and conditions of the Plan are proper and in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Council hereby approves and adopts the Plan, effective July 1, 2025 and authorizes the City Manager to execute the Plan, with any necessary non-substantive modifications, and to take such further actions as may be necessary to implement the Plan for the period of July 1, 2025 through June 30, 2028, a copy of which is attached as Exhibit A with a redlined version of the prior Plan attached hereto as Exhibit B for general reference only.

BE IT FURTHER RESOLVED that if any provisions contained herein are found to be in conflict with any provisions of any other previous resolutions pertaining to the Management, Supervisory, and Professional Employee Group Plan, the provisions herein shall prevail.

BE IT FURTHER RESOLVED that any applicable amendments to salary and benefits contained within the Plan apply to the City Manager pursuant to the City Manager Employment Agreement effective December 29, 2018 as subsequently amended.

BE IT FURTHER RESOLVED that the City Council hereby approves an amendment to the City's Salary Schedule to reflect the revisions in compensation provided pursuant to the Plan, Effective July 1, 2025.

EXHIBIT A

CITY OF NEWARK

COMPENSATION AND BENEFIT PLAN

FOR THE

MANAGEMENT, SUPERVISORY, AND PROFESSIONAL EMPLOYEE GROUP

JULY 1, 2025 THROUGH JUNE 30, 2028

Adopted: June 26, 2025

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Attachments

A Management, Supervisory, and Professional Pay Plan
B General Leave Plan

COMPENSATION AND BENEFIT PLAN FOR THE MANAGEMENT, SUPERVISORY, & PROFESSIONAL EMPLOYEE GROUP

I. TERM

This plan shall be in effect from July 1, 2025 through June 30, 2028.

II. SALARY INCREASE

The classifications listed below of management, supervisory, and professional personnel shall be compensated pursuant to the Management, Supervisory, and Professional Pay Plan as set forth in Attachment A attached hereto and incorporated herein by this reference.

Management, Supervisory, and Professional Classifications

Classification
Accountant
Accounting Manager
Assistant to the City Manager
Assistant City Manager
Assistant Engineer-Civil
Assistant Maintenance Superintendent
Assistant Planner
Associate Civil Engineer
Associate Planner
Chief Building Official
Chief Information Officer/Information Technology Director (Dept Head)*
City Clerk
City Engineer
Communications and Public Engagement Manager
Community Development Director (Dept. Head)*
Community Preservation Manager
Crime Analyst
Deputy Community Development Director
Deputy Economic Development Director
Deputy Finance Director
Environmental Services Manager
Facilities Supervisor
Finance Director (Dept. Head)*
Housing Policies and Programs Manager
Human Resources Director (Dept. Head)*
Information Technology Analyst
Junior Engineer-Civil
Maintenance Superintendent
Maintenance Supervisor
Management Analyst I/II
Plan Check Engineer

Planning Manager
Police Chief (Dept. Head)*
Principal Civil Engineer
Principal Planner
Public Works Director (Dept. Head)*
Recreation and Community Services Director (Dept. Head)*
Recreation and Community Services Manager
Recreation Supervisor I/II
Senior Accountant
Senior Civil Engineer
Senior Information Technology Analyst
Senior Management Analyst
Senior Planner
Senior Recreation Supervisor
Strategic Initiatives Manager
Urban Forest Supervisor

*The Newark Executive Management Team, including all department heads and the Assistant City Manager are at-will positions.

Effective July 1, 2025, the total compensation salary ranges for management, supervisory, and professional classifications shall be increased four percent (4.0%). All regular management, supervisory, and professional employees shall receive a four percent (4.0%) salary increase.

Effective July 1, 2026, the total compensation salary ranges for management, supervisory, and professional classifications shall be increased three and one-half percent (3.5%). All regular management, supervisory, and professional employees shall receive a three and one-half percent (3.5%) salary increase.

Effective July 1, 2027, the total compensation salary ranges for management, supervisory, and professional classifications shall be increased three and one-half percent (3.5%). All regular management, supervisory, and professional employees shall receive a three and one-half percent (3.5%) salary increase.

Executive Management Team shall include the City Manager, the Assistant City Manager, the City Attorney and those classifications designated as Department Heads.

A. Police Chief Compensation: The Police Chief is not eligible to receive the salary increases outlined in Section II above and instead shall receive salary increases in Section II (B). The Police Chief will receive Longevity Pay, Uniform Allowance, General Leave Conversion to Pay, and Education Incentive Pay consistent with the Newark Police Management Association (NPMA) Memorandum of Understanding.

B. Effective July 1, 2025, the Police Chief shall receive a seven percent (7%) salary increase.

Effective July 1, 2026, the Police Chief shall receive a five percent (5%) salary

increase.

Effective July 1, 2027, the Police Chief shall receive a five percent (5%) salary increase.

III. **HOURS OF WORK**

A. Full-time management, supervisory, and professional employees work forty (40) hours per week and as necessary. The Nine/Eighty (9/80) is the standard work schedule that equates to forty (40) hours per week in a two (2) week period. Typically, an employee assigned to this work schedule will work nine (9) hours per day for four (4) days and one (1) day of eight (8) hours in one (1) week (forty-four (44) hours) and then nine (9) hours per day for four (4) days in the next week thirty-six (36) hours). The City Manager may revise the standard work schedule upon reasonable notice.

B. City offices will be closed for business during the December holiday season. Non-essential employees, as determined by the City Manager, will participate in a four (4) day furlough. Employees may use general leave, management leave, or floating holidays during the furlough.

C. Eligible employees on leave of absence without pay due to the furlough shall be paid holiday pay for holidays occurring during the furlough. Employees on an approved leave of absence without pay that started before December 10 and extends through or beyond December 31 will not be affected by the furlough and will not be eligible for holiday pay.

D. Employees who elect a leave of absence without pay for the furlough may request up to a four (4) day salary advance. Repayment of a salary advance for the furlough may be spread over a period of time provided that:

1. the salary advance is submitted to payroll by June 1 preceding the furlough,

2. the salary advance is fully repaid no later than the last full pay period of the calendar year, so all payments occur within the same calendar and fiscal year of the furlough,

3. payments begin no earlier than July 1 of the impacted calendar year, and

4. the repayment plan is approved by the Finance Director, or designee prior to the furlough.

E. Alternatives to the nine/eighty (9/80) work schedule will be subject to the approval of the City Manager.

IV. ACTING/SPECIAL ASSIGNMENT PAY

A. Management, supervisory, and professional employees are eligible for premium pay of five percent (5%) over base salary or the bottom of the higher classification, whichever is greater, while acting in a higher classification when assigned and prescribed by the City Manager. An employee shall not receive an increase that is higher than the top of the range of the higher classification.

B. The City agrees to pay regular full-time employees bilingual assignment pay of one hundred dollars ($100.00) per month. Regular part-time employees scheduled to work thirty to thirty-five (30-35) hours per week will receive bilingual assignment pay of seventy-five dollars ($75.00) per month and regular part-time employees scheduled to work twenty to twenty-five (20-25) hours per week will receive bilingual assignment pay of fifty dollars ($50.00) per month. Eligibility for bilingual assignment pay shall be based on the provisions outlined in Administrative Regulation 0522.

V. DEFERRED COMPENSATION

A. The Newark Executive Management Team shall receive and participate in the following Deferred Compensation 401(a) Plan provisions:

1. The Employer shall contribute on behalf of each participant six percent (6%) of their earnings for the Plan Year.

2. Each participant is required to contribute six percent (6%) of their earnings for the Plan Year as a condition of participation.

Said participant contribution shall be included in total compensation for the purpose of computation in the Public Employees Retirement System.

B. ICMA-RC VantageCare Retirement Health Savings (RHS) plan.

The Newark Executive Management Team will participate in the RHS plan on a mandatory basis. The mandatory contribution will consist of the one hundred dollar ($100.00) monthly Health and Welfare Allowance. The one hundred dollar ($100.00) monthly allowance will be automatically deferred to the RHS plan. Specifics of the plan and any additional mandatory contributions are described and available in the plan summary.

C. Implementation of Section 414(h)(2) of the United States Internal Revenue Code (IRC).

1. Pick-up of Employee Contributions

a. Pursuant to the provisions of this Agreement, the City shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the IRC of the United States. Such contributions are being made by the City in lieu of employee contributions.

b. Employee contributions made under paragraph a. shall be paid from the same source of funds as used in paying the wages to affected employees.

c. Employee contributions made by the City under paragraph a. shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.

d. The employee does not have the option to receive the City's contributed amount paid pursuant to this Agreement directly instead of having it paid to the retirement system.

2. Wage Adjustment

Notwithstanding any provision in the current agreement to the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the City pursuant to the provisions hereof.

3. Limitations to Operability

Section V. C. shall be operative only as long as the City of Newark pick-up of employee retirement contributions continues to be excludable from the gross income of the employee under the provisions of the IRC.

VI. **RETIREMENT BENEFITS**

A. All Management employees who were appointed prior to January 1, 2013 and all "Classic Members" (as defined by CalPERS) are referred herein either as "Classic Members" or as "Classic".

B. The City shall continue to provide to all non-sworn Classic management employees a retirement formula known as two and one-half percent at fifty-five (2.5% at 55) together with single year highest compensation, pre-retirement optional settlement level 2 death benefit, military service credit for prior service, and the indexed level 1959 Survivor Benefit options of the CalPERS pension plan. Non-Sworn Classic Members continue to pay the eight percent (8%) employee rate for

the two and one-half percent at fifty-five formula (2.5% at 55) plus continue to pay up to three and four hundred sixty-eight thousandths percent (3.468%) of an additional contribution in accordance with the following formula for a total tax deferred contribution of eleven and four hundred sixty-eight thousandths percent (11.468%).

Non-sworn Classic members will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this agreement if the CalPERS Miscellaneous Plan employer actuarial rate for the two and one-half percent at fifty-five (2.5% at 55) retirement formula exceeds ten percent (10.00%) to a maximum of sixteen and nine hundred thirty-six thousandths percent (16.936%). In the event that the employer rate exceeds sixteen and nine hundred thirty-six thousandths percent (16.936%), the City shall be responsible for any increase above sixteen and nine hundred thirty-six thousandths percent (16.936%). In subsequent years of the term of the agreement, if the rate over ten percent (10.00%) decreases, non-sworn Classic members' matching percentage of salary will be reduced by the above formula. Employer rate reductions below ten percent (10.00%) will not be shared under the above formula.

The following is for illustrative purposes only:

> If the CalPERS Miscellaneous Plan employer actuarial rate increases to ten percent (10.00%), each Classic non-sworn member would contribute zero (-0-) from their salary to pay for the retirement benefit. If the rate increases three percent (3.0%), each non-sworn Classic member would contribute half of the three percent (3.00%) increase , one and one-half percent (1.50%) from their salary to pay for the retirement benefit. The City would then be responsible for the matching one and one-half percent (1.50%). If the rate decreased by three percent (3.0%), the non-sworn Classic member would no longer contribute the additional one and one- half percent (1.50%)of their salary towards the employer rate to pay for the retirement benefit.

C. The City shall provide to all non-sworn Management employees who were appointed on or after January 1, 2013 who are non-sworn PEPRA Members (as defined by CalPERS) a retirement formula known as two percent at sixty-two (2% at 62) in accordance with the Public Employees' Pension Reform Act of 2013.

Non-sworn Management employees who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) will contribute half the normal cost of the two percent at sixty-two (2% at 62) plan as required by the Public Employees' Pension Reform Act of 2013.

In addition to paying the employee rate, non-sworn PEPRA Members will pay the same percentage of an additional contribution as non-sworn Classic Members pay.

The following is for illustrative purposes only:

If Classic Members pay three and four hundred sixty-eight thousandths percent (3.468%) of the employer rate, PEPRA Members will pay a total of three and four hundred sixty-eight thousandths percent (3.468%) of the employer rate. If the employee rate for PEPRA Members is seven and seventy-five hundredths percent (7.75%), in this example PEPRA Members would pay the seven and seventy-five hundredths percent (7.75%) employee rate plus an additional three and four hundred sixty-eight thousandths percent (3.468%) towards the employer rate for a total of eleven and two hundred eighteen thousandths percent (11.218%).

D. The City shall provide the one (1) year highest compensation option to Classic sworn and non-sworn members. The City shall provide the three (3) year average compensation requirement to PEPRA members as defined above.

VII. **HEALTH AND WELFARE PROGRAMS**

A. The contribution by the City toward monthly premiums for health and welfare programs of management, supervisory, and professional employees shall be the Minimum Employer Contribution as determined by CalPERS for employers under the Public Employees' Medical and Hospital Care Act (PEMHCA). In the event that an employee elects to waive participation in the Program, that amount will be paid to the employee as part of the Cash-in-Lieu benefit as provided below in Section C

The employee shall execute a waiver in the event the employee elects not to participate in the PERS Health Benefit Program or cancel participation after enrollment.

B. The City agrees to maintain a cafeteria plan under Section 125 of the IRC. The cafeteria plan allows employees to voluntarily reduce salary in an amount equal to the actual premiums for the PERS Health Plan, City- administered dental insurance and/or vision insurance as a before-tax conversion of salary. In the event of changes in law affecting the Flexible Benefit Plan, the City agrees to meet with management, supervisory, and professional employees regarding the impact of such changes.

Effective for the 2025 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular, Full-Time and Regular Part-Time thirty to thirty-five (30-35) hour employees:

Employee Only: $932
Employee + 1 Dependent: $1,862
Employee + 2 or more Dependents: $2,460

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

Employee Only: $466 - $582
Employee + 1 Dependent: $931 - $1,164
Employee + 2 or more Dependents: $1,230 - $1,537

Effective for the 2026 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.

For Regular Full-Time and Regular Part-Time thirty to thirty-five (30-35) hours employees:

Employee Only: $1,026
Employee + 1 Dependent: $2,049
Employee + 2 or more Dependents: $2,706

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

Employee Only: $513 - $641
Employee + 1 Dependent: $1,025 - $1,281
Employee + 2 or more Dependents: $1,353 - $1,691

Effective for the 2027 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time and Regular Part-Time thirty to thirty-five (30-35) hours employees:

Employee Only: $1,077
Employee + 1 Dependent: $2,151
Employee + 2 or more Dependents: $2,842

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

Employee Only: $539 - $673
Employee + 1 Dependent: $1,076 - $1,344
Employee + 2 or more Dependents: $1,421 - $1,776

Effective for the 2028 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time and Regular Part-Time thirty to thirty-five (30-35) hour employees:

Employee Only: $1,131
Employee + 1 Dependent: $2,259
Employee + 2 or more Dependents: $2,985

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

Employee Only: $566 - $707
Employee + 1 Dependent: $1,130 - $1,412
Employee + 2 or more Dependents: $1,493 - $1,866

C. Cash-in-Lieu and Cafeteria Plan Cash Back

Regular full-time employees electing not to participate in the City's cafeteria plan and waiving all medical, dental, and vision benefits, will receive four hundred fifty dollars ($450.00) cash-in-lieu of benefits, which includes the PEMCHA minimum per section VII.A above.

Employees who participate in the cafeteria plan but who do not utilize the full benefit allowance, may receive up to four hundred fifty dollars ($450.00) per month of any money not used for the purchase of employer-offered benefits. Cash-in-lieu and cafeteria plan cash back will be paid to the employee in taxable compensation.

For Regular Part-Time employees working thirty to thirty-five (30-35) hours this amount will be three hundred thirty-eight dollars ($338.00) to three hundred ninety-four dollars ($394.00). For Regular Part-Time Employees working twenty to twenty-five (20-25) hours this amount will be two hundred twenty-five dollars ($225.00) to two hundred eighty-one dollars ($281.00).

Regular full time employees in the Management, Supervisory, and Professional Employee Group, shall receive an allowance of up to one hundred dollars ($100.00) per month intended to be used towards the cost of health care premiums, long-term disability premiums, short-term disability premiums and/or reimbursement for medical, dental, vision, and prescription expenses.

Executive Management Team members enrolled in the ICMA VantageCare Retirement Health Savings (RHS) Plan will have their one hundred dollars ($100.00) monthly allowance automatically deferred to the RHS plan.

All regular part-time employees in the Management, Supervisory, and Professional Employee Group shall receive an allowance of up to seventy-five dollars ($75.00) for thirty to thirty-five (30-35) hours employees and up to fifty dollars ($50.00) for twenty to twenty-five (20-25) hours employees.

This allowance will be reported as taxable income and provided to employees based on the following criteria:

1. An employee must be in a paid status (on the payroll) in order to receive the allowance. During any unprotected leave of absence without pay, an employee is not eligible to receive the health care benefit allowance.

2. Employees appointed to a classification covered by this Compensation Plan will be eligible for the health and welfare benefit on the first of the month coincident to or immediately following appointment.

3. When an employee is terminated or in an unpaid leave status, the health and welfare benefit shall be paid on a monthly pro-rata basis. To qualify for pro-rata pay, employees must serve fifty percent (50%) of the working days in the month.

VIII. LIFE INSURANCE

The City will provide City-paid life insurance coverage of fifty thousand dollars ($50,000.00) to each management, supervisory, and professional employee.
Additional life insurance can be purchased at the employee's option on an after-tax payroll deduction basis.

IX. EDUCATIONAL REIMBURSEMENT

A. Job-related Training

1. The City Manager may authorize reimbursement up to one hundred percent (100%) of the cost for professional courses and programs that are directly related to the employee's job, or which will prepare the employee for advancement or acceptance of greater responsibility. A certificate of completion or a passing course grade must be attained for reimbursement.

B. Plan and Agreement for a College Degree Program

1. In addition to job-related training, the City Manager may authorize reimbursement for up to ten thousand dollars ($10,000.00) of the cost for tuition fees and required text books for a college degree program directly related to the employee's job which will prepare the employee for advancement or acceptance of greater responsibility provided that the employee attains a course grade of "C" or a passing grade as defined by the degree program if that requirement is higher than a "C" grade.

2. If an employee receives more than five thousand dollars ($5,000.00) during their term of employment with the City of Newark in a college degree program, the employee is required to sign an Educational Reimbursement Plan Agreement in order to qualify for and to participate in the Educational Reimbursement College Degree Program. The employee is then subject to the Educational Reimbursement Plan and Agreement for a College Degree Program as follows:
   a. Employee will maintain employment with the City of Newark for a period of five (5) years after completion of the last class taken under the Education Reimbursement Plan; and

   b. In the event that employee leaves the City of Newark and does not complete the five (5) year employment period, employee warrants that they will reimburse to the City all money paid (up to ten thousand dollars ($10,000.00) under the Educational Reimbursement Plan as follows:

      i. One hundred percent (100%) of money paid if the employee voluntarily leaves city employment in the first (1st) year after completion of the last class taken under the Educational Reimbursement Plan.

      ii. Eighty percent (80%) of money paid if the employee voluntarily leaves city employment in the second (2nd) year after completion of the last class taken under the Educational Reimbursement Plan.

      iii. Sixty percent (60%) of money paid if the employee voluntarily leaves city employment in the third (3rd) year after completion of the last class taken under the Educational Reimbursement Plan.

      iv. Forty percent (40%) of money paid if the employee voluntarily leaves city employment in the fourth (4th) year after completion of the last class taken under the Educational Reimbursement Plan.

      v. Twenty percent (20%) of money paid if the employee voluntarily leaves city employment in the fifth (5th) year after completion of the last class taken under the Educational Reimbursement Plan.

      vi. After five (5) years following completion of the last class taken under the Educational Reimbursement Plan, employee owes no further monetary obligation to the City of Newark for participation in the Educational Reimbursement Plan.

3. To qualify for the Educational Reimbursement College Degree Program, degree program courses must be received from an accredited institution as identified on the U.S. Department of Education's List of Nationally Recognized Accrediting Agencies or the Council for Higher Education Accreditation's (CHEA) List of Participating and Recognized Organizations.

X. TRAVEL EXPENSE REIMBURSEMENT

A. Management, supervisory, and professional employees who do not receive a vehicle allowance shall be reimbursed for the use of their private vehicle on City business at the rate prescribed by the Internal Revenue Service for Personal Income Tax Returns.

B. Certain management, supervisory, and professional employees designated by the City Manager shall be provided a vehicle allowance in the amount of four hundred dollars ($400.00) per month. Management, supervisory, and professional employees who receive a vehicle allowance shall be reimbursed for the use of their private vehicle for City business at the rate prescribed by the Internal Revenue Service for Personal Income Tax Returns for travel in excess of two hundred (200) miles per month.

C. Executive management employees shall receive a vehicle allowance in the amount of four hundred dollars ($400.00) per month and will be reimbursed for the use of their private vehicle for City business at the rate prescribed by the Internal Revenue Service for Personal Income Tax returns for travel in excess of two hundred (200) miles per month.

XI. RECREATION BENEFITS

Employees and their spouses or registered domestic partners and up to two (2) children or grandchildren living in the same household, twenty-six (26) years of age and under, may use the gym, exercise equipment and aquatic facilities (excluding classes and facility rentals) at the Silliman Community Activity and Family Aquatic Center free of charge.

Employees, their spouses or registered domestic partners, and their children and grandchildren twenty-six (26) years of age and under, will receive resident rates for class registration and facility rentals.

XII. PRORATION OF HOLIDAY, GENERAL, AND BEREAVEMENT LEAVE ACCRUALS FOR REGULAR PART-TIME EMPLOYEES (RPT)

Regular part-time employees will receive prorated holiday, general, and bereavement leave accruals based on the actual hours worked or budgeted to work. For example, an RPT employee who works thirty-five (35) hours per week will receive seven (7) hours of pay per holiday. An RPT employee who works twenty-four (24) hours per week will receive four and eight tenths (4.8) hours of pay per holiday. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

XIII. MANAGEMENT LEAVE

The City Manager, upon the recommendation of the Department Head, will establish an annual allocation of up to forty (40) hours of management leave per fiscal year for each eligible member of the Management, Supervisory, and Professional Employee Group in recognition of the extra hours of work required of this employee group for which compensation in the form of overtime pay is not provided. The City Manager may authorize up to an additional sixteen (16) hours of management leave. Management leave may be used for leave purposes only and cannot be converted to pay or carried over from one fiscal year to another.

Management leave must be taken prior to separation.

Regular part-time employees may be granted management leave proportionally to their assigned work hours as recommended by the Department Head with approval by the City Manager.

XIV. GENERAL LEAVE

The General Leave Plan shall provide compensated leave for those eligible employees who are absent from duty because of illness, death in the family, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation. The General Leave Plan is attached to the Compensation and Benefit Plan as Attachment B.

XV. SICK LEAVE

Each eligible management, supervisory, and professional employee shall have a sick leave bank in which that employee may accrue and use sick leave credits pursuant to the General Leave Plan. Sick leave credits may be used toward early retirement under the Public Employees' Retirement System plan.

XVI. BEREAVEMENT AND REPRODUCTIVE LOSS LEAVE

A. Bereavement Leave

Regular full-time employees may be granted up to a maximum of forty (40) hours of paid bereavement leave where there has been a death of a spouse, registered domestic partner, sibling, parent, stepparent, grandparent, grandchild, grandparent-in-law, parent-in- law, sibling-in-law, , child-in-law, of an employee. A maximum of eighty (80) hours of paid bereavement leave may be granted for the death of a biological child, adoptive child, or stepchild.

B. Reproductive Loss Leave

Regular full-time employees may be granted reproductive loss leave of five (5) days where there has been a reproductive loss event such as miscarriage, stillbirth, failed adoption, or failed surrogacy of the employee, employee's

spouse, or employee's registered domestic partner.

Reproductive loss leave is an unpaid protected leave and may be granted in five (5) day increments for each reproductive loss event up to a maximum of twenty (20) days in any twelve-month period.

Regular part-time employees shall be eligible for prorated Bereavement and Reproductive Loss Leave as described in Section XII and listed below:

Work Schedule	Prorated Bereavement Leave
30-35 work hours	up to a maximum of 30-35 hours
20-25 work hours	up to a maximum of 20-25 hours

XVII. **HOLIDAYS**

A. Regular Employees

The following days shall be recognized as municipal holidays for pay purposes for regular full-time and regular part-time management, supervisory, and professional employees:

- January 1, New Year's Day
- Third Monday in January, Martin Luther King, Jr. Day
- Third Monday in February, Presidents Day
- Last Monday in May, Memorial Day
- June 19, Juneteenth
- July 4, Independence Day
- First Monday in September, Labor Day
- November 11, Veterans Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- December 24, Christmas Eve Day December 25, Christmas Day
- Two floating Holidays, to be scheduled subject to department head approval

Regular full-time employees will receive eight (8) hours of pay for each holiday that falls on a scheduled workday.

When any day recognized as a holiday by the City falls on a Sunday, the following Monday shall be considered the holiday. When any day recognized as a holiday by the City falls on a Saturday, the preceding Friday shall be considered the holiday.

The floating holidays must be scheduled and used during the fiscal year.

If an employee's hire date falls between July 1 and December 31, the employee will be eligible for the floating holiday during the current fiscal year. If an employee's hire date falls between January 1 and June 30, the employee will be eligible for the floating holidays beginning July 1, of the next fiscal year.

Holidays shall not be carried over from one fiscal year to another. Upon separation, an unused holiday cannot be converted to cash.

With the continuation of the nine/eighty (9/80) bi-weekly work schedule, Closed Holiday Credits and debits will be calculated for each employee by Payroll and will be funded in the employee's Floating Holiday Bank on July 1 of the current fiscal year.

Closed Holiday Credits are subject to all the benefits and restrictions of a Floating Holiday. They have no cash value and cannot be carried over from one fiscal year to the next fiscal year. If the employee separates from service before the end of the fiscal year, no further adjustments in the Closed Holiday Credits will be made.

If the employee does not have any accrued leave available to be charged for the additional hour(s) for the holiday, the employee shall be charged with leave without pay.

B. Regular Part-Time Employees

Upon completion of one thousand forty (1,040) work hours or one (1) year of continuous active service, whichever occurs first, regular part-time management, supervisory, and professional employees shall be eligible for prorated holidays in accordance with Section XII and as listed below:

Work Schedule	Holiday Pay
30-35 work hours	6-7 hours per holiday
20-25 work hours	4-5 hours per holiday

ATTACHMENT A

MANAGEMENT, SUPERVISORY, AND PROFESSIONAL PAY PLAN

This Management, Supervisory, and Professional Pay Plan applies to all regular management, supervisory, and professional, classifications:

I. POLICY

The City's policy for management, supervisory, and professional salaries is to establish and maintain a general salary structure based on marketplace norms and internal job alignment, which provides flexibility to reward management, supervisory, and professional personnel based on performance. Structures, ranges and salary steps will be reviewed annually and updated as necessary based on the market conditions, internal relationships, and City's financial condition.

Individual salary adjustments will be considered by the City Manager based on (1) performance factors and overall contribution to management of the City; (2) pay structure adjustments; and (3) City's financial condition.

II. ADMINISTRATION

The City Manager shall be accountable to the City Council for the overall administration of the Management, Supervisory, and Professional Pay Plan and will report on such administration annually or more often, as requested.
Department heads are responsible for recommending to the City Manager salary adjustments for employees within their departments who are covered by the Plan.

The City Council shall consider the necessary adjustment of management, supervisory, and professional salary ranges annually. In determining plan adjustments, the City Council shall consider such matters as changes in the cost of living, other salary changes such as those arrived at through negotiations with recognized employee groups, compression between this employee group and subordinate class ranges and the competitive position of the City in recruitment and retention of management, supervisory, and professional personnel.

The overall salary structure, supporting administrative policies, and assignment of classifications to salary ranges will be reviewed annually by the City Manager with appropriate reporting to the City Council relative to the status of the program.

III. BASIC PLAN ELEMENTS

A. Structure:

Management Classifications: The Management, Supervisory, and Professional Employee Group Pay Plan for management positions consists of thirty (30) salary ranges which provide an approximate spread of twenty percent (20%) between the minimum and maximum amounts and a differential of approximately five percent (5%) between the maximum of the ranges descending from the maximum amount established for Range No. thirty (30).

All management classifications will be assigned an appropriate pay grade based on salary survey data and internal relationships.

B. **Supervisory and Professional Classifications:** For supervisory and professional classifications, the Pay Plan consists of specific predetermined "salary steps". Each classification shall have five (5) salary steps, with an approximate five percent (5%) differential between each salary step.

As needed competitive marketplace studies will be made which will focus on general salary trends for groups of management, supervisory, and professional positions. Periodically, studies will more specifically include position-by-position comparisons using marketplace and internal relationship data. Depending on the results of these studies, the entire pay grade structure may be adjusted or individual positions may be reassigned to different salary ranges. Such assignment will only affect the salary administration framework. No individual salaries will be automatically changed because of structural adjustments.

C. Performance Appraisal. All management, supervisory, and professional personnel shall have their performance reviewed at least once each fiscal year, generally coinciding with the employee's anniversary date. All individual salary adjustments, including those within a salary range and those made to progress through the pre-determined salary steps, shall be based on performance and require an up-to-date performance evaluation to be considered for a salary adjustment. The performance review program provides a planned and orderly means of evaluating individual performance in relation to areas of accountability and program responsibilities. The performance review document and the salary adjustment, either within a salary range or to progress through salary steps, recommended by the department head should be forwarded to the City Manager for consideration and final approval.

D. Adjustments based on Management Range Movement. Adjustments to salary ranges may occur to reflect cost-of-living changes, labor market conditions, and parity to avoid compression with non-management, supervisory, and

professional position classifications. The City Manager may grant an upward adjustment in an individual's salary in any amount up to an amount equal to the adjustment in the salary range or the City Manager may maintain an individual salary at present level. An adjustment of individual salaries is not required by a change in the salary range to which the position is assigned except to maintain the minimum salary for the range.

E. Meritorious Performance Adjustment for Management. An employee shall be eligible to receive one (1) merit increase per twelve (12) month period if the employee's performance is deemed to be at a satisfactory level or above. A meritorious performance adjustment would be in addition to any adjustment based on range movement. Such an increase shall be up to five percent (5%), the exact percentage being determined by the City Manager based on an evaluation of the degree of meritorious service and overall contribution to management of the City.

Salary adjustments more frequently than once each twelve (12) month period, but not more than once each six (6) month period may be approved by the City Manager for the following reasons:

1. An employee's salary is below the midpoint of the range and the employee has experienced substantial growth in their position representing an increased value to the City.

2. An employee has demonstrated outstanding performance or made an exceptional contribution to the City.

Whenever an employee receives a six (6) month meritorious performance adjustment, the employee's anniversary date will change pursuant to the Personnel Rules and Regulations.

F. Special Adjustment for Management. The City Manager may authorize salary adjustments up to ten percent (10%) per fiscal year within the assigned salary range for the following reasons:

1. An employee's performance consistently exceeds the scope and expectations of their classification as determined by the City Manager.

2. Competitive labor market conditions warrant an adjustment.

3. An employee's overall contribution and value to the City as determined by the City Manager warrants an adjustment.

ATTACHMENT B

GENERAL LEAVE PLAN FOR MANAGEMENT, SUPERVISORY, AND PROFESSIONAL EMPLOYEE GROUP

I. DEFINITION

General Leave is compensated leave for those eligible employees who are absent from duty because of illness, death in the family, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation. Management Leave shall remain separate from General Leave.

II. APPLICABILITY

The General Leave Plan shall apply to regular full-time employees in the Management, Supervisory, and Professional Employee Group. Regular part- time employees in the Management, Supervisory, and Professional Group shall be eligible for prorated general leave based on actual hours worked or budgeted to work. For example, an RPT employee with one (1) year of City service who works thirty-five (35) hours per week will receive one hundred sixty-one (161) hours of general leave per year. An RPT employee with one (1) year of City service who works twenty-four (24) hours per week will receive one hundred ten and four-tenths (110.4) hours of general leave per year. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

For payroll implementation, hours/accruals in excess of those based on a twenty (20) or thirty (30) hour workweek will be reimbursed to RPT employees on a quarterly basis until the process is automated.

III. GENERAL LEAVE CREDITS

A. Regular Full-Time Employees
Eligible regular full-time employees shall be entitled to the following annual accrual.

Years of Completed Service	RFT Leave Accrual
1 through 9	184 hours
10 through 14	224 hours
15 through 19	240 hours
20 or more	264 hours

B. General Leave shall be accrued in hours on a semi-monthly basis.

C. During an absence without pay which extends more than fourteen (14) calendar days during a calendar month, the employee shall not accrue General Leave credits.

D. General Leave During First Year: Beginning on the ninetieth (90th) day of employment, regular employees shall be eligible to earn General Leave credits. Upon the completion of said period of service, regular full-time employees shall be credited with forty-six (46) working hours of General Leave and shall thereafter accrue General Leave at the rate of seven and sixty-six hundredths (7.66) working hours, semi-monthly for the remainder of the first year and as provided in Subsection A, Section III, above.

E. Maximum Accumulation: Regular Full-time employees may accumulate General Leave credits according to the following schedule:

Years of Completed Service	Maximum Accrual
1 through 9	368 hours
10 through 14	448 hours
15 through 19	480 hours
20 or more	528 hours

F. Regular Part-Time Employees

Beginning on the ninetieth (90th) day of employment, regular part-time employees shall be credited with prorated general leave in accordance with Section II above and as follows:

Years of Complete Completed Service	20-25 hour Leave Accrual	30-35 hour Leave Accrual
1 through 9	92-115 hours	138-161 hours
10 through 14	112-140 hours	168-196 hours
15 through 19	120-150 hours	180-210 hours
20 or more	132-165 hours	198-231 hours

G. Maximum Accumulation: Regular Part-time employees may accumulate General Leave credits according to the following schedule:

Years of Completed Service	20-25 hour Maximum Accrual	30-35 hour Maximum Accrual
1 through 9	184-230 hours	276-322 hours
10 through 14	224-280 hours	336-392 hours
15 through 19	240-300 hours	360-420 hours
20 or more	264-330 hours	396-462 hours

When maximum accrual limits have been reached, excess General Leave credits earned shall be transferred to the Rollover Leave bank on a quarterly basis. Rollover Leave may be used in order to provide security against an employee's extended illness and may not be used for retirement service credit.

Exceptions to the maximum accrual limits may be approved by the City Manager under special circumstances. Requests to exceed maximum accrual limits must be submitted through the Department Head to the City Manager prior to reaching maximum accrual.

IV. GENERAL LEAVE IMPLEMENTATION

Unused leave credits shall be transitioned to General Leave as follows:

A. Vacation Leave Credits: All unused vacation leave credits shall be converted to General Leave credits on an hour-for-hour basis.

B. Sick Leave Credits: All unused sick leave credits shall be maintained in a sick leave bank to be used in accordance with the provisions of the General Leave Plan. Accrued time in the sick leave bank shall not be compensated for in any manner except as used for sick leave or retirement service credit.

C. At time of conversion to General Leave, if vacation credits exceed General Leave accrual limit, a plan shall be developed to reduce converted vacation leave credits to the General Leave accrual limits within six (6) months. A longer period to reduce converted vacation leave credits may be approved by the City Manager under special circumstances.

V. GENERAL LEAVE USAGE

Request and Approval: Department Heads are responsible for arranging leave schedules so that adequate personnel are available to carry on city work. The use of General Leave shall require approval of the Department Head or their designee and shall be governed by the current Personnel Rules dealing with leaves unless specifically covered by this Plan document. Whenever possible, General Leave requests must be approved in advance of the days to be taken as General Leave. The procedure for requesting the use of General Leave shall be as follows:

A. General Leave (Non-medical): Any leave that can be reasonably forecast or anticipated such as vacation, care of children, personal business, etc. shall require prior approval of the Department Head, or the employee's supervisor. The time and amount of General Leave to be taken for non- medical purposes shall be determined by the Department Head with due

regard for the wishes of the employee and particular regard for the needs of the City.

B. General Leave (Medical): An unscheduled absence from work due to an employee's illness shall be referred to as General Leave for medical reasons. The Department Head may require an employee to furnish satisfactory evidence justifying the need to be absent from work for medical reasons. The provisions of A.R. 0513 on sick leave usage shall apply to employees using General Leave for medical reasons. The Department Head shall make the determination and final approval of unscheduled General Leave for medical reasons.

C. An employee may request General Leave for an unanticipated absence from work (e.g. medical, car trouble, care of children, etc.) by notifying their supervisor within one (1) hour after the time set for reporting to work on the first day of such leave and as often thereafter as directed by their supervisor. Final approval for an unanticipated, unscheduled absence shall require Department Head approval. Failure to request an unscheduled leave in the manner described may result in lost work time charged as leave without pay or unauthorized leave of absence. Inappropriate use of unscheduled leave may be grounds for corrective action consistent with current practice.

D. Any employee who is absent from work on an unscheduled leave shall not engage in work or other activities which will inhibit their ability to return to work at the earliest possible time.

E. Medical examination by the City's examining physician may be requested by the Human Resources Department after prolonged, serious, or repetitious illness, injury, or major surgery. An employee's return to duty following illness or injury is subject to the approval of the Department Head and Human Resources Director or designees based upon medical information supplied by the employee's physician and/or the City's physician.

F. <u>On-the-job Injury:</u> An employee absent from work because of a temporary disability which is defined as industrial under the Workers' Compensation Act may charge General Leave credits (or unused sick leave, if approved by the City Manager) in an amount necessary to make up the difference between the employee's regular pay and the amount payable to the employee as temporary disability payments from the Workers' Compensation Insurance Plan of the City.

G. <u>Use of General Leave When Permanently Incapacitated</u>: General Leave shall not be used to continue the salary of employment of any employee after it has been determined that such employee is permanently incapacitated from returning to employment and is eligible for disability retirement.

H. Sick Leave Bank: A sick leave bank shall be established for each employee eligible for General Leave. When an employee becomes eligible for General Leave, any unused sick leave credits will be maintained in this account. Employees may transfer General Leave credits to their sick leave bank in accordance with Section VI of the General Leave Plan.

I. Use of Sick Leave Bank:

1. Upon approval of the City Manager, an employee whose absence is due to illness or injury which qualifies for Family Medical Leave Act (FMLA) or other legally-protected leave, may use unused sick leave balances for absences due to further illness or injury prior to using further General Leave.

2. Upon approval of the City Manager, an employee whose absence is due to illness or injury for more than five (5) consecutive workdays for any one occurrence may use unused sick leave balances for absences due to further illness or injury for that particular medical condition prior to further using General Leave.

3. Upon approval of the City Manager, an employee who has exhausted all General Leave credits may be granted the use of unused sick leave balances for a medical purpose. The City Manager may impose up to a five (5) workday waiting period based upon a review of the employee's General Leave usage.

VI. GENERAL LEAVE CONVERSION TO PAY

By December 1 of each calendar year, eligible employees who want to cash out general leave in the following calendar year, shall make an irrevocable election for general leave buy-back in the next calendar year, subject to the conditions set forth below:

- For regular full-time employees: the employee may elect up to eighty (80) hours of general leave buy-back.
- For regular thirty (30) to thirty-five (35) hour part-time employees: The employee may elect up to sixty (60) to (70) hours of general leave buy-back.
- For regular twenty (20) to twenty-five (25) hour part-time employees: The employee may elect up to forty (40) to fifty(50) hours of general leave buy-back.
- To be eligible for general leave buy-back, the employee must have used at least one-half of the vacation time accrued during the twelve (12) month period preceding December.
- Employees must have a minimum of ten (10) days (eighty (80) hours for full-time or prorated for part-time) remaining in general leave accruals at

the time of buy-back.

- Employees must submit their General Leave Buy-Back Request Form to Payroll by the preceding December. This is an irrevocable election by the employee.

For example, to buy back general leave that is accrued in calendar year 2026, a full-time employee must elect by December 1, 2025, the amount of hours they want to buy-back. The employee must have used a minimum of fifty percent (50%) of their accrued general leave between December 1, 2024 and November 30, 2025. Employees must further ensure they will have at least ten (10) days of general leave accruals remaining at the time of the buy-back which will occur in December 2026. The buy-back will be paid out in the last full pay period of December 2026.

The City makes no representation as to the tax consequences of an employee cashing out accrued leave or the general leave buy-back program. It is the employee's sole responsibility to address the tax consequences of cashing out accrued leave or the general leave buy-back program.

VII. GENERAL LEAVE AT TERMINATION

A. An eligible employee whose employment with the City terminates shall be paid for any unused General Leave. Payment for unused General Leave shall be made at the hourly rate of pay in effect for such employee at the time of separation.

B. When termination is caused by the death of an employee, pay for unused General Leave shall be paid to the beneficiary the employee has designated. Such designation shall be in writing, signed by the employee and filed with the Human Resources Department. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

VIII. HOLIDAYS DURING GENERAL LEAVE

When a day designated and observed by the City as a holiday occurs on a day on which an employee is taking General Leave, such employee shall not be charged as using General Leave for that day. The employee's compensation for that day shall be holiday pay

EXHIBIT B

CITY OF NEWARK

COMPENSATION AND BENEFIT PLAN

FOR THE

MANAGEMENT, SUPERVISORY, AND PROFESSIONAL EMPLOYEE GROUP

JULY 1, 2025~~2~~ THROUGH JUNE 30, 2028~~5~~

Adopted: June 2~~3~~6, 2025~~2~~
~~REVISED: July 28, 2022~~
~~REVISED: November 10, 2022~~
~~REVISED: March 9, 2023~~
~~REVISED: July 13, 2023~~
~~REVISED: July 27, 2023~~
~~REVISED: January 12, 2024~~
~~REVISED: May 23, 2024~~
~~REVISED: July 26, 2024~~
~~REVISED: October 10, 2024~~
~~REVISED: April 10, 2025~~

~~Resolution No. 11383, amended by Resolution No. 11392, No. 11431, No. 11470, No. 11538, No. 11540, No. 11541, No. 11552, No. 11608, No. 11641, No. 11670, No. 11671, No. 11690, No. 11737~~

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Attachments

A Management, Supervisory, and Professional Pay Plan
~~B Salary Schedule~~
~~C~~B General Leave Plan

COMPENSATION AND BENEFIT PLAN FOR THE MANAGEMENT, SUPERVISORY, & PROFESSIONAL EMPLOYEE GROUP

I. TERM

This plan shall be in effect from July 1, 2025~~2~~ through June 30, 2028~~5~~.

~~II. COMPENSATION~~ SALARY INCREASE

The classifications listed below are subject to this ~~of management, supervisory, and professional personnel including the City Manager and City Attorney shall be compensated pursuant to the~~ Management, Supervisory, and Professional Compensation and Benefits Plan. ~~Pay Plan as set forth in Attachment A and Attachment B attached hereto and incorporated herein by this reference~~.

Management, Supervisory, and Professional Classifications

Classification
Accountant
Accounting Manager
Assistant to the City Manager
Assistant City Manager ~~(Dept. Head) *~~
Assistant Engineer-Civil
Assistant Maintenance Superintendent
Assistant Planner
Associate Civil Engineer
Associate Planner
Chief Building Official
Chief Information Officer/Information Technology Director (Dept Head)*
~~City Attorney (Exempt Service)*~~
City Clerk
City Engineer
~~City Manager (Exempt Service)*~~
Communications and Public Engagement Manager
Community Development Director (Dept. Head)*
Community Preservation Manager
Crime Analyst
Deputy Community Development Director
Deputy Economic Development Director
Deputy Finance Director
Environmental Services Manager
Facilities Supervisor
Finance Director (Dept. Head)*
Housing Policies and Programs Manager
Human Resources Director (Dept. Head)*
Information Technology Analyst
Junior Engineer - Civil
Maintenance Superintendent

Maintenance Supervisor
Management Analyst I/II
Plan Check Engineer
Planning Manager
Police Chief (Dept. Head)*
Principal Civil Engineer
Principal Planner
Public Works Director (Dept. Head)*
Recreation and Community Services Director (Dept. Head)*
Recreation and Community Services Manager
Recreation Supervisor I/II
Senior Accountant
Senior Civil Engineer
Senior Information Technology Analyst
Senior Management Analyst
Senior Planner
Senior Recreation Supervisor
Strategic Initiatives Manager
Urban Forest Supervisor

*The Newark Executive Management Team, including all department heads and the Assistant City Manager~~, the City Attorney, and the City Manager,~~ are at-will positions.

Effective July 1, 2025~~2~~, the total compensation salary ranges for management, supervisory, and professional classifications ~~including the City Manager and City Attorney~~ shall be increased four percent (4.0%)~~ as set forth in Attachment B, attached hereto and incorporated herein by this reference~~. All regular management, supervisory, and professional ~~employees~~employees~~, including the City Manager and City Attorney,~~ shall receive a four percent (4.0%) salary increase.

Effective July 1, 2026~~3~~, the total compensation salary ranges for management, supervisory, and professional classifications ~~including the City Manager and City Attorney~~ shall be increased three and one-half percent (3.5~~0~~%) ~~as set forth in Attachment B, attached hereto and incorporated herein by this reference~~. All regular management, supervisory, and professional employees ~~including the City Manager and City Attorney,~~ shall receive a three and one-half percent (3.5~~0~~%) salary increase.

Effective July 1, 2027~~4~~, the total compensation salary ranges for management, supervisory, and professional classifications ~~including the City Manager and City Attorney~~ shall be increased three and one-half percent (3.5~~0~~%) ~~as set forth in Attachment B, attached hereto and incorporated herein by this reference~~. All regular management, supervisory, and professional employees ~~including the City Manager and City Attorney,~~ shall receive a three and one-half percent (3.5~~0~~%) salary increase.

Executive Management Team shall include the City Manager, the Assistant City Manager, the City Attorney and those classifications designated as Department Heads.

~~Salary Computation: Hourly equivalent of base monthly = base monthly salary x 0.0057692 (0.0057692 represents the monthly salary divided by the average number~~

~~of hours worked in a month).~~

A. Police Chief Compensation: The Police Chief is not eligible to receive the salary increases outlined in Section II above and instead shall receive salary increases as outlined in Section II (B). The Police Chief will receive Longevity Pay, Uniform Allowance, General Leave Conversion to Pay, and Education Incentive Pay consistent with the Newark Police Management Association (NPMA) Memorandum of Understanding.

B. Effective July 1, 2025, the Police chief shall receive a seven percent (7%) salary increase.

Effective July 1, 2026, the Police Chief shall receive a five percent (5%) salary increase.

~~A.~~ Effective July 1, 2027, the Police Chief shall receive a five percent (5%) salary increase.

~~III.~~II. ~~WORKING~~ HOURS OF WORK

A. Full-time management, supervisory, and professional employees work forty (40) hours per week and as necessary. The Nine-Eighty (9/80) is the standard work schedule that equates to forty ~~40~~ (40) hours per week in a two (2) week period. Typically, an employee assigned to this work schedule will work nine (9) hours per day for four (4) days and one (1) day of eight (8) hours in one (1) week (forty--four (44) hours) and then nine (9) hours per day for four (4) days in the next week ~~(~~thirty--six (36) hours). The City Manager may revise the standard work schedule upon reasonable notice.

B. City offices will be closed for business during the December holiday season. Non-essential employees, as determined by the City Manager, will participate in a four (4) -day furlough. Employees may use general leave, management leave, or floating holidays during the furlough.

C. Eligible employees on leave of absence without pay due to the furlough shall be paid holiday pay for holidays occurring during the furlough. Employees on an approved leave of absence without pay that started before December 10 and extends through or beyond December 31 will not be affected by the furlough and will not be eligible for holiday pay.

D. Employees who elect a leave of absence without pay for the furlough may request up to a four (4)-day salary advance. ~~The salary advance must be requested by June 1 preceding the furlough~~. Repayment of a salary advance for the furlough may be spread over a period of time provided that:

1. The salary advance ~~must be requested~~is submitted to payroll by June 1 preceding the furlough, ~~There is two weeks advance notice to payroll~~,

2. ~~The~~ the salary advance is fully repaid no later than the last full pay period of the calendar year, so all payments occur within the same calendar and fiscal year of the furlough,

3. ~~Payments~~ payments begin no earlier than July 1 of the impacted calendar year, and

4. t~~T~~he repayment plan is approved by the Finance Director, or designee prior to the furlough.

E. Alternatives to the nine-eighty (9/80) work schedule will be subject to the approval of the City Manager.

~~IV.~~III. ACTING/SPECIAL ASSIGNMENT PAY

A. Management, supervisory, and professional employees are eligible for premium pay of five percent (5%) over base salary or the bottom of the higher classification, whichever is greater, while acting in a higher classification when assigned and prescribed by the City Manager. An employee shall not receive an increase that is higher than the top of the range of the higher classification.

B. The City agrees to pay regular full-time employees bilingual assignment pay of one hundred dollars ($100.00) per month. Regular part-time ~~employee~~employees scheduled to work thirty to thirty-five (30--35) hours per week will receive bilingual assignment pay of seventy-five dollars ($75.00) per month and regular part-time employees scheduled to work twenty to twenty-five (20-25) hours per week will receive bilingual assignment pay of fifty dollars ($50.00) -per month. Eligibility for bilingual assignment pay shall be based on the provisions outlined in Administrative Regulation 0522.

~~V.~~IV. DEFERRED COMPENSATION

A. The Newark Executive Management Team shall receive and participate in the following Deferred Compensation 401(a) Plan provisions:

1. The Employer shall contribute on behalf of each participant six percent (6%) of their earnings for the Plan Year.

2. Each participant is required to contribute six percent (6%) of their earnings for the Plan Year as a condition of participation.

Said participant contribution shall be included in total compensation for the purpose of computation in the Public Employees Retirement System.

B. ICMA-RC VantageCare Retirement Health Savings (RHS) plan.

The Newark Executive Management Team will participate in the RHS plan on a mandatory basis. The mandatory contribution will consist of the one hundred dollar ($100.00) monthly Health and Welfare Allowance. The one hundred dollar ($100.00) -monthly allowance will be automatically deferred to the RHS plan. Specifics of the plan and any additional mandatory contributions are described and available in the plan summary.

C. Implementation of Section 414(h)(2) of the United States Internal Revenue Code (IRC).

1. Pick-up of Employee Contributions

a. Pursuant to the provisions of this Agreement, the City shall make

employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the ~~Internal Revenue Code~~IRC of the United States. Such contributions are being made by the City in lieu of employee contributions.

b. Employee contributions made under paragraph a. shall be paid from the same source of funds as used in paying the wages to affected employees.

c. Employee contributions made by the City under paragraph a. shall be treated for all purposes other than taxation in the same manner and to

the same extent as employee contributions made prior to the effective date of this Agreement.

d. The employee does not have the option to receive the City's contributed amount paid pursuant to this Agreement directly instead of having it paid to the retirement system.

2. Wage Adjustment

Notwithstanding any provision in the current agreement to the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the City pursuant to the provisions hereof.

3. Limitations to Operability

Section V. C. shall be operative only as long as the City of Newark pick-up of employee retirement contributions continues to be excludable from the gross income of the employee under the provisions of the Internal Revenue CodeIRC.

VI.V. RETIREMENT BENEFITS

A. All Management employees who were appointed prior to January 1, 2013 and all "Classic Members" (as defined by CalPERS) are referred herein either as "Classic Members" or as "Classic".

B. The City shall continue to provide to all non-sworn Classic management employees a retirement formula known as two and one-half percent at fifty-five ("2.5% @ 55) 2.5% at 55" together with single year highest compensation, pre-retirement optional settlement level 2 death benefit, military service credit for prior service, and the indexed level 1959 Survivor Benefit options of the CalPERS pension plan. Non-Sworn Classic Members continue to pay the eight percent (8%) employee rate for the two and one-half percent (2.5%) at fifty-five (55) formula(2.5% @55)2.5% at 55 retirement formula plus continue to pay up to three and four hundred sixty-eight thousandths percent (3.468%) of an additional contribution in accordance with the following formula for a total tax deferred contribution of eleven and four hundred sixty-eight thousandths percent (11.468%).

Non-sworn Classic members will contribute a matching percentage of salary in the form of an increase in employee contribution rate during the term of this

agreement if the CalPERS Miscellaneous Plan employer actuarial rate for the two and one-half percent (2.5%) at fifty-five (55) -2.5% @55 ~~2.5% at 55~~ retirement formula exceeds ten percent (10.00%) to a maximum of sixteen and nine hundred thirty-six thousandths percent (16.936%). In the event that the employer rate exceeds sixteen and nine hundred thirty-six thousandths percent (16.936%), the City shall be responsible for any increase above sixteen and nine hundred thirty-six thousandths percent (16.936%). In subsequent years of the term of the agreement, if the

rate over ten percent- (10.00%) decreases, non-sworn Classic members' matching percentage of salary will be reduced by the above formula. Employer rate reductions below ten percent (10.00%) will not be shared under the above formula.

The following is for illustrative purposes only:

> If the CalPERS Miscellaneous Plan employer actuarial rate increases to ten percent -(10.00%), each Classic non-sworn member would contribute zero (-0-) from their salary to pay for the retirement benefit. If the rate increases three percent (3.0%), each non-sworn Classic member would contribute half of the three percent (3.00%) -increase , one and one-half percent (1.50%) from their salary to pay for the retirement benefit. The City would then be responsible for the matching one and one-half percent (1.50%). If the rate decreased by three percent (3.0%), the non-sworn Classic member would no longer contribute the additional one and one-half percent (1.50%)~~1.50%~~ of their salary towards the employer rate to pay for the retirement benefit.

C. The City shall provide to all non-sworn Management employees who were appointed on or after January 1, 2013 who are non-sworn PEPRA Members (as defined by CalPERS) a retirement formula known as two percent (2%) at sixty-two (62) in accordance with the Public Employees' Pension Reform Act of 2013.

Non-sworn Management employees who were appointed on or after January 1, 2013 who are PEPRA Members (as defined by CalPERS) will contribute half the normal cost of the two percent (2%) at sixty-two (62) ~~2% @622% at 62~~ plan as required by the Public Employees' Pension Reform Act of 2013.

In addition to paying the employee rate, non-sworn PEPRA Members will pay the same percentage of an additional contribution as non-sworn Classic Members pay.

The following is for illustrative purposes only:

If Classic Members pay three and four hundred sixty-eight thousandths percent (3.468%) of the employer rate, PEPRA Members will pay a total of three and four hundred sixty-eight thousandths percent (3.468%) of the employer rate. If the employee rate for PEPRA Members is seven and seventy-five hundredths percent (7.75%), in this example PEPRA Members would pay the seven and seventy-five hundredths percent (7.75%) employee rate plus an additional three and four hundred sixty-eight thousandths percent (3.468%) towards the employer rate for a total of eleven and two hundred eighteen thousandths percent (11.218%).
~~If Classic Members pay 3.468% of the employer rate, PEPRA Members will pay a total of 3.468% of the employer rate. If the employee rate for PEPRA Members is 6.75%, in this example PEPRA Members would pay the 6.75% employee rate plus an additional 3.468% towards the employer rate for a total of 10.218%.~~

D. The City shall provide the one (1) -year highest compensation option to Classic sworn and non-sworn members. The City shall provide the three (3) -year average compensation requirement to PEPRA members as defined above.

~~VII.~~VI. HEALTH AND WELFARE PROGRAMS

A. The contribution by the City toward monthly premiums for health and welfare programs of management, supervisory, and professional employees shall be the Minimum Employer Contribution as determined by CalPERS for employers under the Public Employees' Medical and Hospital Care Act (PEMHCA). In the event that

an employee elects to waive participation in the Program, that amount will be paid to the employee as part of the Cash-in-Lieu benefit as provided below in Section C ~~4.~~

The employee shall execute a waiver in the event the employee elects not to participate in the PERS Health Benefit Program or cancel participation after enrollment.

B. The City agrees to maintain a cafeteria plan under Section 125 of the ~~Internal Revenue Code (~~IRC~~)~~. The cafeteria plan allows employees to voluntarily reduce salary in an amount equal to the actual premiums for the PERS Health Plan, City-administered dental insurance and/or vision insurance as a before-tax conversion of salary. In the event of changes in law affecting the Flexible Benefit Plan, the City agrees to meet with management, supervisory, and professional employees regarding the impact of such changes.

~~B.~~

Effective for the 2025 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular, Full-Time and Regular Part-Time thirty to thirty-five (30-35) hour employees:

Employee Only: $932

Employee + 1 Dependent: $1,862

Employee + 2 or more Dependents: $2,460

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

Employee Only: $466 - $582

Employee + 1 Dependent: $931 - $1,164

Employee + 2 or more Dependents: $1,230 - $1,537

Effective for the 2026~~2~~ plan year, the ~~City~~City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.

For Regular Full-Time and Regular Part-Time thirty to thirty-five (30-35) hours employees:

Employee Only: $1,026

Employee + 1 Dependent: $2,049

Employee + 2 or more Dependents: $2,706

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

Employee Only: $513 - $641

Employee + 1 Dependent: $1,025 - $1,281

Employee + 2 or more Dependents: $1,353 - $1,691

Effective for the 2027~~3~~ plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time and Regular Part-Time thirty to thirty-five (30-35) hours employees:

Employee Only: $1,077
Employee + 1 Dependent: $2,151
Employee + 2 or more Dependents: $2,842

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

Employee Only: $539 - $673
Employee + 1 Dependent: $1,076 - $1,344
Employee + 2 or more Dependents: $1,421 - $1,776

Effective for the 2028~~4~~ plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time and Regular Part-Time thirty to thirty-five (30-35) hour employees:

Employee Only: $1,131
Employee + 1 Dependent: $2,259
Employee + 2 or more Dependents: $2,985

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

Employee Only: $566 - $707
Employee + 1 Dependent: $1,130 - $1,412
Employee + 2 or more Dependents: $1,493 - $1,866

C. Cash-in-Lieu and Cafeteria Plan Cash Back:

~~C.~~ Regular full-time ~~E~~employees electing not to participate in the City's cafeteria plan and waiving all medical, dental, and vision benefits, will receive four hundred fifty dollars ($450.00) "cash-in-lieu" of benefits, which includes the PEMCHA minimum per section VII.A~~.1~~ above. Employees who participate in the cafeteria plan but who do not utilize the full benefit allowance, may receive up to four hundred fifty dollars ($450.00) per month of any money not used for the purchase of employer-offered benefits. Cash-in-lieu and cafeteria plan "cash back" will be paid to the employee in taxable compensation.

For Regular Part-Time e~~E~~mployees working thirty to thirty-five (30-35) hours this amount will be three hundred thirty-eight dollars ($338.00) to three hundred ninety-four dollars-($394.00). For Regular Part-Time Employees working twenty to twenty-five (20-25) hours this amount will be two hundred twenty-five dollars ($225.00) to two hundred eighty-one dollars (-$281.00).

Regular full time employees in the Management, Supervisory, and Professional Employee Group, ~~and City Manager, and City Attorney~~ shall receive an allowance of up to one hundred dollars ($100.00) per month intended to be used towards the cost of health care premiums, long-~~-~~term disability premiums, short-~~-~~term disability premiums and/or reimbursement for medical, dental, vision, and prescription expenses. Executive Management Team members enrolled in the ICMA VantageCare Retirement Health Savings (RHS) Plan will have their one hundred dollars ($100.00) monthly allowance automatically deferred to the RHS plan.

All regular part-time employees in the Management, Supervisory, and Professional Employee Group shall receive an allowance of up to seventy-five dollars ($75.00) for thirty to thirty-five (30-35) hour employees ~~9~~ and up to fifty dollars ($50.00) for twenty to twenty-five (20-25) hour employees.

This allowance will be reported as taxable income and provided to employees based on the following criteria:

1. An employee must be in a paid status (on the payroll) in order to receive the allowance. During any unprotected leave of absence without pay, an employee is not eligible to receive the health care benefit allowance.

2. Employees appointed to a classification covered by this Compensation Plan will be eligible for the health and welfare benefit on the first of the month coincident to or immediately following appointment.

3. When an employee is terminated or in an unpaid leave status, the health and welfare benefit shall be paid on a monthly pro-rata basis. To qualify for pro-rata pay, employees must serve fifty percent (50%) of the working days in the month.

~~D. The City will explore alternatives to the CalPERS health program, in the interest of offering comprehensive and competitively priced health insurance alternatives to employees.~~

~~VIII.~~VII. LIFE INSURANCE

The City will provide City-paid life insurance coverage of fifty -thousand dollars ($5~~2~~0,000.00) to each management, supervisory, and professional employee. ~~employee including the City Manager and City Attorney~~.
~~Effective July 1, 2022, this amount will increase to $50,000 for regular full-time and regular part-time employees~~. Additional life insurance can be purchased at the employee's option on an after-tax payroll deduction basis.

~~IX.~~VIII. EDUCATIONAL REIMBURSEMENT

A. Job-related Training

1. The City Manager may authorize reimbursement up to one hundred percent (100%) of the cost for professional courses and programs that are directly related to the employee's job, or which will prepare the employee for advancement or acceptance of greater responsibility. A certificate of completion or a passing course grade must be attained for reimbursement.

B. Plan and Agreement for a College Degree Program

1. In addition to job-related training, the City Manager may authorize reimbursement for up to ten thousand dollars ($10,000.00) of the cost for tuition fees and required text books for a college degree program directly related to the employee's job which will prepare the employee for advancement or acceptance of greater responsibility provided that the employee attains a course grade of "C" or a passing grade as defined by the

degree program if that requirement is higher than a "C" grade.

2. If an employee receives more than five thousand dollars ($5,000.00) during their term of employment with the City of Newark in a college degree program, the employee is required to sign an Educational Reimbursement Plan Agreement in order to qualify for and to participate in the Educational Reimbursement College Degree Program. The employee is then subject to the Educational Reimbursement Plan and Agreement for a College Degree Program as follows:

   a. Employee will maintain employment with the City of Newark for a period of five (5) years after completion of the last class taken under the Education Reimbursement Plan; and

   b. In the event that employee leaves the City of Newark and does not complete the five (5)- year employment period, employee warrants that ~~he/she~~they will reimburse to the City all money paid (up to ten thousand dollars ($10,000.00) under the Educational Reimbursement Plan as follows:

      i. One hundred percent (100%) of money paid if the employee voluntarily leaves city employment in the first (1st) year after completion of the last class taken under the Educational Reimbursement Plan.

      ii. Eighty percent (80%) of money paid if the employee voluntarily leaves city employment in the second (2nd) year after completion of the last class taken under the Educational Reimbursement Plan.

      iii. Sixty percent (60%) of money paid if the employee voluntarily leaves city employment in the third (3rd) year after completion of the last class taken under the Educational Reimbursement Plan.

      iv. Forty percent (40%) of money paid if the employee voluntarily leaves city employment in the fourth (4th) year after completion of the last class taken under the Educational Reimbursement Plan.

      v. Twenty percent (20%) of money paid if the employee voluntarily leaves city employment in the fifth (5th) year after completion of the last class taken under the Educational Reimbursement Plan.

      vi. After five (5) years following completion of the last class taken under the Educational Reimbursement Plan, employee owes no further monetary obligation to the City of Newark for participation in the Educational Reimbursement Plan.

3. To qualify for the Educational Reimbursement College Degree Program, degree program courses must be received from an accredited institution as identified on the U.S. Department of Education's List of Nationally Recognized Accrediting Agencies or the Council for Higher Education Accreditation's (CHEA) List of Participating and Recognized Organizations.

~~X.~~IX. TRAVEL EXPENSE REIMBURSEMENT

A. Management, supervisory, and professional employees who do not receive a vehicle allowance shall be reimbursed for the use of their private vehicle on City business at the rate prescribed by the Internal Revenue Service for Personal Income Tax Returns.

B. Certain management, supervisory, and professional employees designated by the City Manager shall be provided a vehicle allowance in the amount of four hundred dollars ($400.00) per month. Management, supervisory, and professional employees who receive a vehicle allowance shall be reimbursed for the use of their private vehicle for City business at the rate prescribed by the Internal Revenue Service for Personal Income Tax Returns for travel in excess of two hundred (200) miles per month.

C. Executive management employees ~~including the City Manager and City Attorney~~ shall receive a vehicle allowance in the amount of four hundred dollars ($400.00) per month and will be reimbursed for the use of their private vehicle for City business at the rate prescribed by the Internal Revenue Service for Personal Income Tax returns for travel in excess of two hundred (200) miles per month.

~~XI.~~X. RECREATION BENEFITS

Employees and their spouses or registered domestic partners and up to two (2) children or grandchildren living in the same household, twenty-six (26) years of age and under, may use the gym, exercise equipment and aquatic facilities (excluding classes and facility rentals) at the Silliman Community Activity and Family Aquatic Center free of charge.

Employees, their spouses or registered domestic partners, and their children and grandchildren twenty-six (26) years of age and under, will receive resident rates for class registration and facility rentals.

~~XII.~~XI. PRORATION OF HOLIDAY, GENERAL, AND BEREAVEMENT LEAVE ACCRUALS FOR REGULAR PART-TIME EMPLOYEES (RPT)

Regular part-time employees will receive prorated holiday, general, and bereavement leave accruals based on the actual hours worked or budgeted to work. For example, an RPT employee who works thirty-five (35) hours per week will receive seven (-7) hours of pay per holiday. An RPT employee who works twenty-four (24) hours per week will receive four and eight tenths (4.8) hours of pay per holiday. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

~~XIII.~~XII. MANAGEMENT LEAVE

The City Manager, upon the recommendation of the Department Head, will establish an annual allocation of up to forty (40) hours of management leave per fiscal year for each eligible member of the Management, Supervisory, and Professional Employee Group in

recognition of the extra hours of work required of this employee group for which compensation in the form of overtime pay is not provided. The City Manager may authorize up to an additional sixteen (16) hours of management leave. Management leave may be used for leave purposes only and cannot be converted to pay or carried over from one fiscal year to another.

Management leave must be taken prior to separation.

~~In recognition of the extra hours of work required, the City Manager and City Attorney shall receive an annual allocation of fifty-six (56) hours of management leave per fiscal year.~~

Regular part-time employees may be granted management leave proportionally to their assigned work hours as recommended by the Department Head with approval by the City Manager.

~~XIV.~~XIII. GENERAL LEAVE

The General Leave Plan shall provide compensated leave for those eligible employees who are absent from duty because of illness, death in the family, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation. The General Leave Plan is attached to the Compensation and Benefit Plan as Attachment ~~C~~B.

~~XV.~~XIV. SICK LEAVE

Each eligible management, supervisory, and professional employee shall have a sick leave bank in which that employee may accrue and use sick leave credits pursuant to the General Leave Plan. Sick leave credits may be used toward early retirement under the Public Employees' Retirement System plan.

~~**A. COVID-Related Temporary Benefits:** Employees subject to the Plan that did not use EPAL or only partially used EPAL between March 17, 2020 and April 30, 2020 are eligible for up to 120 hours of Additional Administrative Leave ("AAL"). Full time employees are eligible for up to 120 hours of AAL based on 3 weeks of regularly scheduled full time hours (40 hours per week) with part time employees eligible for a prorated amount of AAL based on 3 weeks of regularly scheduled part-time hours. AAL will be reduced proportionately by the amount of EPAL that the employee used. For example, if a full time employee subject to the Plan partially worked between March 17, 2020 and April 30, 2020, but still utilized 60 hours of EPAL, that employee would have 60 hours of AAL, while if a part time employee subject to the Plan that is regularly scheduled for 30 hours per week (and is thus eligible for up to 90 hours of AAL) utilized 60 hours of EPAL, that employee would have 30 hours of AAL. AAL has no cash value and must be used by December 31, 2022. Any AAL remaining on January 1, 2023 will be removed and no longer available for use.~~

~~XVI.~~XV. BEREAVEMENT AND REPRODUCTIVE LOSS LEAVE

A. Bereavement Leave

Regular full-time employees may be granted up to a maximum of forty (40) hours of paid bereavement leave where there has been a death of a ~~husband, wife~~spouse, registered domestic partner, ~~sister, brother~~sibling, ~~mother, stepmother, father, stepfather~~parent, stepparent, grandparent, grandchild, grandparent-in-law, ~~mother-in-law, father~~parent-in- law, ~~sister~~sibling-in-law, ~~brother-in- law~~, ~~son~~child-in-law, ~~or daughter-in-law~~ of an employee. A maximum of eighty (80) hours of bereavement leave may be granted for the death of a ~~son, daughter~~biological child, adoptive child, or stepchild ~~stepson, or stepdaughter~~.

~~Regular part-time employees shall be eligible for prorated bereavement leave as described in Section XII and listed below:~~

~~Work Schedule~~	~~Prorated Bereavement Leave~~
~~30-35 work hours~~	~~up to a maximum of 30-35 hours~~
~~20-25 work hours~~	~~up to a maximum of 20-25 hours~~

B. Reproductive Loss Leave

Regular full-time employees may be granted reproductive loss leave of five (5) days where there has been a reproductive loss event such as miscarriage, stillbirth, failed adoption, or failed surrogacy of the employee, employee's spouse, or employee's registered domestic partner.

Reproductive loss leave is an unpaid protected leave and may be granted in five (5) day increments for each reproductive loss event up to a maximum of twenty (20) days in any twelve--month period.

Regular part-time employees shall be eligible for prorated ~~b~~Bereavement and Reproductive Loss L~~l~~eave as described in Section XII and listed below:

Work Schedule	Prorated Bereavement Leave
30-35 work hours	up to a maximum of 30-35 hours
20-25 work hours	up to a maximum of 20-25 hours

~~XVII.~~XVI. HOLIDAYS

A. Regular Employees

The following days shall be recognized as municipal holidays for pay

purposes for regular full-time and regular part-time management, supervisory, and professional employees~~ including the City Manager and City Attorney~~:

- January 1, New Year's Day
- Third Monday in January, Martin Luther King, Jr. Day
- Third Monday in February, Presidents Day
- Last Monday in May, Memorial Day
- June 19, Juneteenth
- July 4, Independence Day
- First Monday in September, Labor Day
- November 11, Veterans Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- December 24, Christmas Eve Day December 25, Christmas Day
- Two floating Holidays, to be scheduled subject to department head approval

Regular full-time employees will receive eight (8) hours of pay for each holiday that falls on a scheduled workday.

When any day recognized as a holiday by the City falls on a Sunday, the following Monday shall be considered the holiday. When any day recognized as a holiday by the City falls on a Saturday, the preceding Friday shall be considered the holiday.

The floating holidays must be scheduled and used during the fiscal year.

If an employee's hire date falls between July 1 and December 31, the employee will be eligible for the floating holiday during the current fiscal year. If an employee's hire date falls between January 1 and June 30, the employee will be eligible for the floating holidays beginning July 1, of the next fiscal year.

Holidays shall not be carried over from one fiscal year to another. Upon separation, an unused holiday cannot be converted to cash.

With the continuation of the nine eighty (9/80) bi-weekly work schedule, Closed Holiday Credits and debits will be calculated for each employee by Payroll and will be funded in the employee's Floating Holiday Bank on July 1 of the current fiscal year. Closed Holiday Credits are subject to all the benefits and restrictions of a Floating Holiday. They have no cash value and cannot be carried over from one fiscal year to the next fiscal year. If the employee separates from service before the end of the fiscal year, no further adjustments in the Closed Holiday Credits will be made.

If the employee does not have any accrued leave available to be charged for the additional hour(s) for the holiday, the employee shall be charged with leave without pay.

B. Regular Part-Time Employees

Upon completion of one thousand forty (1,040) work hours or one (1) year of continuous active service, whichever occurs first, regular part-time management, supervisory, and professional employees shall be eligible for prorated holidays in accordance with Section XII and as listed below:

Work Schedule	Holiday Pay
30-35 work hours	6-7 hours per holiday
20-25 work hours	4-5 hours per holiday

ATTACHMENT A

MANAGEMENT, SUPERVISORY, AND PROFESSIONAL PAY PLAN

This Management, Supervisory, and Professional Pay Plan applies to all regular management, supervisory, and professional, ~~City Manager and City Attorney~~ classifications:

I. POLICY

The City's policy for management, supervisory, and professional salaries is to establish and maintain a general salary structure based on marketplace norms and internal job alignment, which provides flexibility to reward management, supervisory, and professional personnel based on performance. Structures, ranges and salary steps will be reviewed annually and updated as necessary based on the market conditions, internal relationships, and City's financial condition.

Individual salary adjustments will be considered by the City Manager based on (1) performance factors and overall contribution to management of the City; (2) pay structure adjustments; and (3) City's financial condition.

II. ADMINISTRATION

The City Manager shall be accountable to the City Council for the overall administration of the Management, Supervisory, and Professional Pay Plan and will report on such administration annually or more often, as requested. Department heads are responsible for recommending to the City Manager salary adjustments for employees within their departments who are covered by the Plan.

The City Council shall consider the necessary adjustment of management, supervisory, and professional salary ranges annually. In determining plan adjustments, the City Council shall consider such matters as changes in the cost of living, other salary changes such as those arrived at through negotiations with recognized employee groups, compression between this employee group and subordinate class ranges and the competitive position of the City in recruitment and retention of management, supervisory, and professional personnel.

The overall salary structure, supporting administrative policies, and assignment of classifications to salary ranges will be reviewed annually by the City Manager with appropriate reporting to the City Council relative to the status of the program.

III. BASIC PLAN ELEMENTS

A. Structure:

Management Classifications: The Management, Supervisory, and Professional Employee Group Pay Plan for management positions consists of thirty (30) salary ranges ~~which apply to Management classifications and~~ which provide an approximate spread of twenty ~~(20)~~ percent (20%) between the minimum and maximum amounts and a differential of approximately five percent (5%) ~~percent~~ between the maximum of the ranges descending from the maximum amount established for Range No. thirty (30).

All management classifications will be assigned an appropriate pay grade based on salary survey data and internal relationships.

B. **Supervisory and Professional Classifications:** For supervisory and professional classifications, the Pay Plan consists of specific predetermined "salary steps". Each classification shall have five (5) salary steps, with an approximate five percent (5%) ~~prevent~~ differential between each salary step.

As needed competitive marketplace studies will be made which will focus on general salary trends for groups of management, supervisory, and professional positions. Periodically, studies will more specifically include position-by-position comparisons using marketplace and internal relationship data. Depending on the results of these studies, the entire pay grade structure may be adjusted or individual positions may be reassigned to different salary ranges. Such assignment will only affect the salary administration framework. No individual salaries will be automatically changed because of structural adjustments.

C. Performance Appraisal. All management, supervisory, and professional personnel shall have their performance reviewed at least once each fiscal year, generally coinciding with the employee's anniversary date. All individual salary adjustments, including those within a salary range and those made to progress through the pre-determined salary steps, shall be based on performance and require an up-to-date performance evaluation to be considered for a salary adjustment. The performance review program provides a planned and orderly means of evaluating individual performance in relation to areas of accountability and program responsibilities. The performance review document and the salary adjustment, either within a salary range or to progress through salary steps, recommended by the department head should be forwarded to the City Manager for consideration and final approval.

D. Adjustments based on Management Range Movement. Adjustments to salary

ranges may occur to reflect cost-of-living changes, labor market conditions, and parity to avoid compression with non-management, supervisory, and

professional position classifications. The City Manager may grant an upward adjustment in an individual's salary in any amount up to an amount equal to the adjustment in the salary range or the City Manager may maintain an individual salary at present level. An adjustment of individual salaries is not required by a change in the salary range to which the position is assigned except to maintain the minimum salary for the range.

E. Meritorious Performance Adjustment for Management. An employee shall be eligible to receive one (1) merit increase per twelve (12) -month period if the employee's performance is deemed to be at a satisfactory level or above. A meritorious performance adjustment would be in addition to any adjustment based on range movement. Such an increase shall be up to five percent (5%), the exact percentage being determined by the City Manager based on an evaluation of the degree of meritorious service and overall contribution to management of the City.

Salary adjustments more frequently than once each twelve (12) month period, but not more than once each six (6) month periods may be approved by the City Manager for the following reasons:

1. An employee's salary is below the midpoint of the range and the employee has experienced substantial growth in their position representing an increased value to the City.

2. An employee has demonstrated outstanding performance or made an exceptional contribution to the City.

Whenever an employee receives a six (6)-month meritorious performance adjustment, the employee's anniversary date will change pursuant to the Personnel Rules and Regulations.

F. Special Adjustment for Management. The City Manager may authorize salary adjustments up to ten percent (10%) ~~percent~~ per fiscal year within the assigned salary range for the following reasons:

1. An employee's performance consistently exceeds the scope and expectations of their classification as determined by the City Manager.

2. Competitive labor market conditions warrant an adjustment.

3. An employee's overall contribution and value to the City as determined by the City Manager warrants an adjustment.

~~ATTACHMENT B~~

~~SALARY RANGE SCHEDULE~~
~~COMPENSATION BASE FOR REGULAR FULL-TIME MANAGEMENT CLASSIFICATIONS~~

~~Classification~~	~~Range~~
~~Accounting Manager~~	~~15~~
~~Assistant to the City Manager~~	~~12~~
~~Assistant City Manager (Dept. Head)~~	~~25~~
~~Assistant Maintenance Superintendent~~	~~14~~
~~Chief Building Official~~	~~18~~
~~Chief Information Officer/Information Technology Director (Dept. Head)~~	~~24~~
~~City Attorney (Exempt Service)~~	~~24~~
~~City Clerk~~	~~17~~
~~City Engineer~~	~~20~~
~~City Manager (Exempt Service)~~	~~28~~
~~Communications and Public Engagement Manager~~	~~16~~
~~Community Development Director (Dept. Head)~~	~~24~~
~~Community Preservation Manager~~	~~15~~
~~Deputy Community Development Director~~	~~18~~
~~Deputy Economic Development Director~~	~~18~~
~~Deputy Finance Director~~	~~18~~
~~Environmental Services Manager~~	~~15~~
~~Finance Director (Dept. Head)~~	~~24~~
~~Housing Policies and Programs Manager~~	~~16~~
~~Human Resources Director (Dept. Head)~~	~~24~~
~~Maintenance Superintendent~~	~~16~~
~~Planning Manager~~	~~15~~
~~Police Chief (Dept. Head)~~	~~25~~
~~Principal Civil Engineer~~	~~17~~
~~Principal Planner~~	~~16~~
~~Public Works Director (Dept. Head)~~	~~24~~
~~Recreation and Community Services Director (Dept. Head)~~	~~24~~
~~Recreation and Community Services Manager~~	~~15~~
~~Strategic Initiatives Manager~~	~~16~~

~~ATTACHMENT B~~
~~SALARY RANGE SCHEDULE~~
~~COMPENSATION BASE FOR REGULAR FULL-TIME MANAGEMENT CLASSIFICATIONS~~

~~Effective July 1, 2022~~

~~Grade Code~~	~~Minimum~~	~~Maximum~~
~~RANGE 01~~	~~$ 5,885.70~~	~~$ 7,062.84~~
~~RANGE 02~~	~~$ 6,183.14~~	~~$ 7,419.77~~
~~RANGE 03~~	~~$ 6,491.40~~	~~$ 7,789.68~~
~~RANGE 04~~	~~$ 6,812.28~~	~~$ 8,174.74~~
~~RANGE 05~~	~~$ 7,154.78~~	~~$ 8,585.74~~
~~RANGE 06~~	~~$ 7,515.32~~	~~$ 9,018.38~~
~~RANGE 07~~	~~$ 7,888.47~~	~~$ 9,466.16~~
~~RANGE 08~~	~~$ 8,283.26~~	~~$ 9,939.91~~
~~RANGE 09~~	~~$ 8,696.06~~	~~$ 10,435.27~~
~~RANGE 10~~	~~$ 9,132.31~~	~~$ 10,958.77~~
~~RANGE 11~~	~~$ 9,590.18~~	~~$ 11,508.22~~
~~RANGE 12~~	~~$ 10,069.70~~	~~$ 12,083.64~~
~~RANGE 13~~	~~$ 10,570.84~~	~~$ 12,685.01~~
~~RANGE 14~~	~~$ 11,099.02~~	~~$ 13,318.82~~
~~RANGE 15~~	~~$ 11,659.65~~	~~$ 13,991.58~~
~~RANGE 16~~	~~$ 12,238.30~~	~~$ 14,685.96~~
~~RANGE 17~~	~~$ 12,849.41~~	~~$ 15,419.29~~
~~RANGE 18~~	~~$ 13,494.76~~	~~$ 16,193.71~~
~~RANGE 19~~	~~$ 14,167.16~~	~~$ 17,000.59~~
~~RANGE 20~~	~~$ 14,875.61~~	~~$ 17,850.73~~
~~RANGE 21~~	~~$ 15,621.91~~	~~$ 18,746.29~~
~~RANGE 22~~	~~$ 16,406.07~~	~~$ 19,687.28~~
~~RANGE 23~~	~~$ 17,220.87~~	~~$ 20,665.04~~
~~RANGE 24~~	~~$ 18,084.35~~	~~$ 21,701.22~~
~~RANGE 25~~	~~$ 18,992.90~~	~~$ 22,791.48~~
~~RANGE 26~~	~~$ 19,939.30~~	~~$ 23,927.16~~
~~RANGE 27~~	~~$ 20,936.17~~	~~$ 25,123.40~~
~~RANGE 28~~	~~$ 21,978.11~~	~~$ 26,373.73~~
~~RANGE 29~~	~~$ 23,079.54~~	~~$ 27,695.45~~
~~RANGE 30~~	~~$ 24,233.25~~	~~$ 29,079.90~~

~~Monthly salaries listed for full-time non-sworn management employees are based on a forty (40) hour workweek. Monthly salaries listed for full-time sworn management positions are based on designated shift schedules. Regular part-time non-sworn management employee salaries are prorated based on the forty (40) hour workweek salary ranges.~~

~~ATTACHMENT B~~
~~SALARY RANGE SCHEDULE~~
~~COMPENSATION BASE FOR REGULAR FULL-TIME MANAGEMENT CLASSIFICATIONS~~

~~Effective July 1, 2023~~

~~Grade Code~~	~~Minimum~~	~~Maximum~~
~~RANGE 01~~	~~$ 6,062.27~~	~~$ 7,274.73~~
~~RANGE 02~~	~~$ 6,368.63~~	~~$ 7,642.36~~
~~RANGE 03~~	~~$ 6,686.14~~	~~$ 8,023.37~~
~~RANGE 04~~	~~$ 7,016.65~~	~~$ 8,419.98~~
~~RANGE 05~~	~~$ 7,369.42~~	~~$ 8,843.31~~
~~RANGE 06~~	~~$ 7,740.78~~	~~$ 9,288.93~~
~~RANGE 07~~	~~$ 8,125.12~~	~~$ 9,750.14~~
~~RANGE 08~~	~~$ 8,531.76~~	~~$ 10,238.11~~
~~RANGE 09~~	~~$ 8,956.94~~	~~$ 10,748.33~~
~~RANGE 10~~	~~$ 9,406.28~~	~~$ 11,287.53~~
~~RANGE 11~~	~~$ 9,877.89~~	~~$ 11,853.47~~
~~RANGE 12~~	~~$ 10,371.79~~	~~$ 12,446.15~~
~~RANGE 13~~	~~$ 10,887.97~~	~~$ 13,065.56~~
~~RANGE 14~~	~~$ 11,431.99~~	~~$ 13,718.38~~
~~RANGE 15~~	~~$ 12,009.44~~	~~$ 14,411.33~~
~~RANGE 16~~	~~$ 12,605.45~~	~~$ 15,126.54~~
~~RANGE 17~~	~~$ 13,234.89~~	~~$ 15,881.87~~
~~RANGE 18~~	~~$ 13,899.60~~	~~$ 16,679.52~~
~~RANGE 19~~	~~$ 14,592.17~~	~~$ 17,510.61~~
~~RANGE 20~~	~~$ 15,321.88~~	~~$ 18,386.25~~
~~RANGE 21~~	~~$ 16,090.57~~	~~$ 19,308.68~~
~~RANGE 22~~	~~$ 16,898.25~~	~~$ 20,277.90~~
~~RANGE 23~~	~~$ 17,737.50~~	~~$ 21,284.99~~
~~RANGE 24~~	~~$ 18,626.88~~	~~$ 22,352.26~~
~~RANGE 25~~	~~$ 19,562.69~~	~~$ 23,475.22~~
~~RANGE 26~~	~~$ 20,537.48~~	~~$ 24,644.97~~
~~RANGE 27~~	~~$ 21,564.26~~	~~$ 25,877.10~~
~~RANGE 28~~	~~$ 22,637.45~~	~~$ 27,164.94~~
~~RANGE 29~~	~~$ 23,771.93~~	~~$ 28,526.31~~
~~RANGE 30~~	~~$ 24,960.25~~	~~$ 29,952.30~~

~~Monthly salaries listed for full-time non-sworn management employees are based on a forty (40)-hour workweek. Monthly salaries listed for full-time sworn management positions are based on designated shift schedules. Regular part-time non-sworn management employee salaries are prorated based on the forty (40)-hour workweek salary ranges.~~

~~ATTACHMENT B~~
~~SALARY RANGE SCHEDULE~~
~~COMPENSATION BASE FOR REGULAR FULL-TIME MANAGEMENT CLASSIFICATIONS~~

~~Effective July 1, 2024~~

~~Grade Code~~	~~Minimum~~	~~Maximum~~
~~RANGE 01~~	~~$ 6,244.14~~	~~$ 7,492.97~~
~~RANGE 02~~	~~$ 6,559.69~~	~~$ 7,871.63~~
~~RANGE 03~~	~~$ 6,886.72~~	~~$ 8,264.07~~
~~RANGE 04~~	~~$ 7,227.15~~	~~$ 8,672.58~~
~~RANGE 05~~	~~$ 7,590.50~~	~~$ 9,108.61~~
~~RANGE 06~~	~~$ 7,973.00~~	~~$ 9,567.60~~
~~RANGE 07~~	~~$ 8,368.87~~	~~$ 10,042.64~~
~~RANGE 08~~	~~$ 8,787.71~~	~~$ 10,545.25~~
~~RANGE 09~~	~~$ 9,225.65~~	~~$ 11,070.78~~
~~RANGE 10~~	~~$ 9,688.47~~	~~$ 11,626.16~~
~~RANGE 11~~	~~$ 10,174.23~~	~~$ 12,209.07~~
~~RANGE 12~~	~~$ 10,682.94~~	~~$ 12,819.53~~
~~RANGE 13~~	~~$ 11,214.61~~	~~$ 13,457.53~~
~~RANGE 14~~	~~$ 11,774.95~~	~~$ 14,129.93~~
~~RANGE 15~~	~~$ 12,369.72~~	~~$ 14,843.67~~
~~RANGE 16~~	~~$ 12,983.61~~	~~$ 15,580.34~~
~~RANGE 17~~	~~$ 13,631.94~~	~~$ 16,358.33~~
~~RANGE 18~~	~~$ 14,316.59~~	~~$ 17,179.91~~
~~RANGE 19~~	~~$ 15,029.94~~	~~$ 18,035.93~~
~~RANGE 20~~	~~$ 15,781.54~~	~~$ 18,937.84~~
~~RANGE 21~~	~~$ 16,573.29~~	~~$ 19,887.94~~
~~RANGE 22~~	~~$ 17,405.20~~	~~$ 20,886.24~~
~~RANGE 23~~	~~$ 18,269.63~~	~~$ 21,923.54~~
~~RANGE 24~~	~~$ 19,185.69~~	~~$ 23,022.83~~
~~RANGE 25~~	~~$ 20,149.57~~	~~$ 24,179.48~~
~~RANGE 26~~	~~$ 21,153.60~~	~~$ 25,384.32~~
~~RANGE 27~~	~~$ 22,211.19~~	~~$ 26,653.41~~
~~RANGE 28~~	~~$ 23,316.57~~	~~$ 27,979.89~~
~~RANGE 29~~	~~$ 24,485.09~~	~~$ 29,382.10~~
~~RANGE 30~~	~~$ 25,709.06~~	~~$ 30,850.87~~

~~Monthly salaries listed for full-time non-sworn management employees are based on a forty (40) hour workweek. Monthly salaries listed for full-time sworn management positions are based on designated shift schedules. Regular part-time non-sworn management employee salaries are prorated based on the forty (40) hour workweek salary ranges.~~

~~SALARY RANGE SCHEDULE~~
~~COMPENSATION BASE FOR REGULAR FULL-TIME SUPERVISORY AND PROFESSIONAL CLASSIFICATIONS~~

~~ACCOUNTANT~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$49.52~~	~~$51.01~~	~~$52.54~~
	~~2~~	~~$52.00~~	~~$53.56~~	~~$55.17~~
	~~3~~	~~$54.60~~	~~$56.24~~	~~$57.93~~
	~~4~~	~~$57.33~~	~~$59.05~~	~~$60.82~~
	~~5~~	~~$60.20~~	~~$62.01~~	~~$63.87~~

~~ASSISTANT ENGINEER-CIVIL~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$49.52~~	~~$51.01~~	~~$55.17~~
	~~2~~	~~$52.00~~	~~$53.56~~	~~$57.93~~
	~~3~~	~~$54.60~~	~~$56.24~~	~~$60.83~~
	~~4~~	~~$57.33~~	~~$59.05~~	~~$63.86~~
	~~5~~	~~$60.20~~	~~$62.01~~	~~$67.06~~

~~ASSISTANT PLANNER~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~N/A~~	~~N/A~~	~~$48.20~~
	~~2~~	~~N/A~~	~~N/A~~	~~$50.61~~
	~~3~~	~~N/A~~	~~N/A~~	~~$53.14~~
	~~4~~	~~N/A~~	~~N/A~~	~~$55.80~~
	~~5~~	~~N/A~~	~~N/A~~	~~$58.59~~

~~ASSOCIATE CIVIL ENGINEER~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$60.21~~	~~$62.02~~	~~$63.88~~
	~~2~~	~~$63.22~~	~~$65.12~~	~~$67.07~~
	~~3~~	~~$66.38~~	~~$68.37~~	~~$70.42~~
	~~4~~	~~$69.70~~	~~$71.79~~	~~$73.94~~
	~~5~~	~~$73.18~~	~~$75.38~~	~~$77.64~~

~~ASSOCIATE PLANNER~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$52.01~~	~~$53.57~~	~~$55.18~~
	~~2~~	~~$54.61~~	~~$56.25~~	~~$57.94~~
	~~3~~	~~$57.34~~	~~$59.06~~	~~$60.83~~
	~~4~~	~~$60.21~~	~~$62.02~~	~~$63.88~~
	~~5~~	~~$63.22~~	~~$65.12~~	~~$67.07~~

~~CRIME ANALYST~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$49.52~~	~~$51.01~~	~~$52.54~~
	~~2~~	~~$52.00~~	~~$53.56~~	~~$55.17~~
	~~3~~	~~$54.60~~	~~$56.24~~	~~$57.93~~
	~~4~~	~~$57.33~~	~~$59.05~~	~~$60.82~~
	~~5~~	~~$60.20~~	~~$62.01~~	~~$63.87~~

~~FACILITIES SUPERVISOR~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~N/A~~	~~$56.76~~	~~$58.46~~
	~~2~~	~~N/A~~	~~$59.60~~	~~$61.39~~
	~~3~~	~~N/A~~	~~$62.58~~	~~$64.46~~
	~~4~~	~~N/A~~	~~$65.71~~	~~$67.68~~
	~~5~~	~~N/A~~	~~$68.99~~	~~$71.06~~

~~INFORMATION TECHNOLOGY ANALYST~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$54.62~~	~~$56.26~~	~~$57.95~~
	~~2~~	~~$57.35~~	~~$59.07~~	~~$60.84~~
	~~3~~	~~$60.22~~	~~$62.03~~	~~$63.89~~
	~~4~~	~~$63.23~~	~~$65.13~~	~~$67.08~~
	~~5~~	~~$66.39~~	~~$68.38~~	~~$70.43~~

~~JUNIOR ENGINEER-CIVIL~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$44.92~~	~~$46.27~~	~~$47.66~~
	~~2~~	~~$47.17~~	~~$48.59~~	~~$50.05~~
	~~3~~	~~$49.53~~	~~$51.02~~	~~$52.55~~
	~~4~~	~~$52.01~~	~~$53.57~~	~~$55.18~~
	~~5~~	~~$54.61~~	~~$56.25~~	~~$57.94~~

~~MAINTENANCE SUPERVISOR~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~N/A~~	~~$56.76~~	~~$58.46~~
	~~2~~	~~N/A~~	~~$59.60~~	~~$61.39~~
	~~3~~	~~N/A~~	~~$62.58~~	~~$64.46~~
	~~4~~	~~N/A~~	~~$65.71~~	~~$67.68~~
	~~5~~	~~N/A~~	~~$68.99~~	~~$71.06~~

~~MANAGEMENT ANALYST I~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~N/A~~	~~$45.91~~	~~$47.29~~
	~~2~~	~~N/A~~	~~$48.20~~	~~$49.65~~
	~~3~~	~~N/A~~	~~$50.62~~	~~$52.14~~
	~~4~~	~~N/A~~	~~$53.15~~	~~$54.74~~
	~~5~~	~~N/A~~	~~$55.81~~	~~$57.48~~

~~MANAGEMENT ANALYST II~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$49.52~~	~~$51.01~~	~~$52.54~~
	~~2~~	~~$52.00~~	~~$53.56~~	~~$55.17~~
	~~3~~	~~$54.60~~	~~$56.24~~	~~$57.93~~
	~~4~~	~~$57.33~~	~~$59.05~~	~~$60.82~~
	~~5~~	~~$60.20~~	~~$62.01~~	~~$63.87~~

~~PLAN CHECK ENGINEER~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$60.21~~	~~$62.02~~	~~$63.88~~
	~~2~~	~~$63.22~~	~~$65.12~~	~~$67.07~~
	~~3~~	~~$66.38~~	~~$68.37~~	~~$70.42~~
	~~4~~	~~$69.70~~	~~$71.79~~	~~$73.94~~
	~~5~~	~~$73.18~~	~~$75.38~~	~~$77.64~~

~~RECREATION SUPERVISOR I~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$52.01~~	~~$53.57~~	~~$55.18~~
	~~2~~	~~$54.61~~	~~$56.25~~	~~$57.94~~
	~~3~~	~~$57.34~~	~~$59.06~~	~~$60.83~~
	~~4~~	~~$60.21~~	~~$62.02~~	~~$63.88~~
	~~5~~	~~$63.22~~	~~$65.12~~	~~$67.07~~

~~RECREATION SUPERVISOR II~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~N/A~~	~~$59.07~~	~~$60.84~~
	~~2~~	~~N/A~~	~~$62.03~~	~~$63.89~~
	~~3~~	~~N/A~~	~~$65.13~~	~~$67.08~~
	~~4~~	~~N/A~~	~~$68.38~~	~~$70.43~~
	~~5~~	~~N/A~~	~~$71.80~~	~~$73.95~~

~~SENIOR ACCOUNTANT~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$57.35~~	~~$59.07~~	~~$60.84~~
	~~2~~	~~$60.22~~	~~$62.03~~	~~$63.89~~
	~~3~~	~~$63.23~~	~~$65.13~~	~~$67.08~~
	~~4~~	~~$66.39~~	~~$68.38~~	~~$70.43~~
	~~5~~	~~$69.71~~	~~$71.80~~	~~$73.95~~

~~SENIOR CIVIL ENGINEER~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$66.41~~	~~$68.40~~	~~$75.38~~
	~~2~~	~~$69.73~~	~~$71.82~~	~~$79.15~~
	~~3~~	~~$73.22~~	~~$75.42~~	~~$83.12~~
	~~4~~	~~$76.88~~	~~$79.19~~	~~$87.28~~
	~~5~~	~~$80.72~~	~~$83.14~~	~~$91.62~~

~~SENIOR INFORMATION TECHNOLOGY ANALYST~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$60.21~~	~~$62.02~~	~~$63.88~~
	~~2~~	~~$63.22~~	~~$65.12~~	~~$67.07~~
	~~3~~	~~$66.38~~	~~$68.37~~	~~$70.42~~
	~~4~~	~~$69.70~~	~~$71.79~~	~~$73.94~~
	~~5~~	~~$73.18~~	~~$75.38~~	~~$77.64~~

~~SENIOR MANAGEMENT ANALYST~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~N/A~~	~~$61.63~~	~~$63.48~~
	~~2~~	~~N/A~~	~~$64.72~~	~~$66.66~~
	~~3~~	~~N/A~~	~~$67.95~~	~~$69.99~~
	~~4~~	~~N/A~~	~~$71.35~~	~~$73.49~~
	~~5~~	~~N/A~~	~~$74.91~~	~~$77.16~~

~~SENIOR PLANNER~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$60.21~~	~~$62.02~~	~~$63.88~~
	~~2~~	~~$63.22~~	~~$65.12~~	~~$67.07~~
	~~3~~	~~$66.38~~	~~$68.37~~	~~$70.42~~
	~~4~~	~~$69.70~~	~~$71.79~~	~~$73.94~~
	~~5~~	~~$73.18~~	~~$75.38~~	~~$77.64~~

~~SENIOR RECREATION SUPERVISOR~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$57.35~~	~~$59.07~~	~~$60.84~~
	~~2~~	~~$60.22~~	~~$62.03~~	~~$63.89~~
	~~3~~	~~$63.23~~	~~$65.13~~	~~$67.08~~
	~~4~~	~~$66.39~~	~~$68.38~~	~~$70.43~~
	~~5~~	~~$69.71~~	~~$71.80~~	~~$73.95~~

~~URBAN FOREST SUPERVISOR~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~N/A~~	~~N/A~~	~~$53.61~~
	~~2~~	~~N/A~~	~~N/A~~	~~$56.29~~
	~~3~~	~~N/A~~	~~N/A~~	~~$59.11~~
	~~4~~	~~N/A~~	~~N/A~~	~~$62.06~~
	~~5~~	~~N/A~~	~~N/A~~	~~$65.17~~

ATTACHMENT ~~C~~B

GENERAL LEAVE PLAN FOR MANAGEMENT, SUPERVISORY, AND PROFESSIONAL EMPLOYEE GROUP ~~INCLUDING THE CITY MANAGER AND CITY ATTORNEY~~

I. DEFINITION

General Leave is compensated leave for those eligible employees who are absent from duty because of illness, death in the family, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation. Management Leave shall remain separate from General Leave.

II. APPLICABILITY

The General Leave Plan shall apply to regular full-time employees in the Management, Supervisory, and Professional Employee Group. Regular part-time employees in the Management, Supervisory, and Professional Group shall be eligible for prorated general leave based on actual hours worked or budgeted to work. For example, an RPT employee with one (1) year of City service who works thirty-five (35) hours per week will receive one hundred sixty-one (161) hours of general leave per year. An RPT employee with one (1) year of City service who works twenty-four (24) hours per week will receive one hundred ten and four-tenths (110.4) hours of general leave per year. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

For payroll implementation, hours/accruals in excess of those based on a twenty (20) or thirty (30) hour workweek will be reimbursed to RPT employees on a quarterly basis until the process is automated.

III. GENERAL LEAVE CREDITS

A. Regular Full-Time Employees
Eligible regular full-time employees shall be entitled to the following annual accrual.

Years of Completed Service	RFT Leave Accrual
1 through 9	184 hours
10 through 14	224 hours
15 through 19	240 hours
20 or more	264 hours

B. General Leave shall be accrued in hours on a semi-monthly basis.

C. During an absence without pay which extends more than fourteen (14) calendar days during a calendar month, the employee shall not accrue General Leave credits.

D. General Leave During First Year: Beginning on the ninetieth (90th) day of employment, regular employees shall be eligible to earn General Leave credits. Upon the completion of said period of service, regular full--time employees shall be credited with forty-six (46) working hours of General Leave and shall thereafter accrue General Leave at the rate of seven and sixty-six hundredths (7.66) working hours, semi--monthly for the remainder of the first year and as provided in Subsection A, Section III, above.

E. Maximum Accumulation: Regular Full-time employees may accumulate General Leave credits according to the following schedule:

Years of Completed Service	Maximum Accrual
1 through 9	368 hours
10 through 14	448 hours
15 through 19	480 hours
20 or more	528 hours

F. Regular Part-Time Employees

Beginning on the ninetieth (90th) day of employment, regular part-time employees shall be credited with prorated general leave in accordance with Section II above and as follows:

Years of Complete Completed Service	20-25 hour Leave Accrual	30-35 hour Leave Accrual
1 through 9	92-115 hours	138-161 hours
10 through 14	112-140 hours	168-196 hours
15 through 19	120-150 hours	180-210 hours
20 or more	132-165 hours	198-231 hours

G. Maximum Accumulation: Regular Part-time employees may accumulate General Leave credits according to the following schedule:

Years of Completed Service	20-25 hour Maximum Accrual	30-35 hour Maximum Accrual
1 through 9	184-230 hours	276-322 hours
10 through 14	224-280 hours	336-392 hours
15 through 19	240-300 hours	360-420 hours
20 or more	264-330 hours	396-462 hours

When maximum accrual limits have been reached, excess General Leave credits earned shall be transferred to the Rollover Leave bank on a quarterly basis. Rollover Leave may be used in order to provide security against an employee's extended illness and may not be used for retirement service credit.

Exceptions to the maximum accrual limits may be approved by the City Manager under special circumstances. Requests to exceed maximum accrual limits must be submitted through the Department Head to the City Manager prior to reaching maximum accrual.

IV. GENERAL LEAVE IMPLEMENTATION

Unused leave credits shall be transitioned to General Leave as follows:

A. Vacation Leave Credits: All unused vacation leave credits shall be converted to General Leave credits on an hour-for-hour basis.

B. Sick Leave Credits: All unused sick leave credits shall be maintained in a sick leave bank to be used in accordance with the provisions of the General Leave Plan. Accrued time in the sick leave bank shall not be compensated for in any manner except as used for sick leave or retirement service credit.

C. At time of conversion to General Leave, if vacation credits exceed General Leave accrual limit, a plan shall be developed to reduce converted vacation leave credits to the General Leave accrual limits within six (6) months. A longer period to reduce converted vacation leave credits may be approved by the City Manager under special circumstances.

V. GENERAL LEAVE USAGE

Request and Approval: Department Heads are responsible for arranging leave schedules so that adequate personnel are available to carry on city work. The use of General Leave shall require approval of the Department Head or their designee and shall be governed by the current Personnel Rules dealing with leaves unless specifically covered by this Plan document. Whenever possible, General Leave requests must be approved in advance of the days to be taken as General Leave. The procedure for requesting the use of General Leave shall be as follows:

A. General Leave (Non-medical): Any leave that can be reasonably forecast or anticipated such as vacation, care of children, personal business, etc. shall require prior approval of the Department Head, or the employee's supervisor. The time and amount of General Leave to be taken for non-medical purposes shall be determined by the Department Head with due

regard for the wishes of the employee and particular regard for the needs of the City.

B. General Leave (Medical): An unscheduled absence from work due to an employee's illness shall be referred to as General Leave for medical reasons. The Department Head may require an employee to furnish satisfactory evidence justifying the need to be absent from work for medical reasons. The provisions of A.R. 0513 on sick leave usage shall apply to employees using General Leave for medical reasons. The Department Head shall make the determination and final approval of unscheduled General Leave for medical reasons.

C. An employee may request General Leave for an unanticipated absence from work (e.g. medical, car trouble, care of children, etc.) by notifying their supervisor within one (1) hour after the time set for reporting to work on the first day of such leave and as often thereafter as directed by their supervisor. Final approval for an unanticipated, unscheduled absence shall require Department Head approval. Failure to request an unscheduled leave in the manner described may result in lost work time charged as leave without pay or unauthorized leave of absence. Inappropriate use of unscheduled leave may be grounds for corrective action consistent with current practice.

D. Any employee who is absent from work on an unscheduled leave shall not engage in work or other activities which will inhibit their ability to return to work at the earliest possible time.

E. Medical examination by the City's examining physician may be requested by the ~~Department Head~~Human Resources Department after prolonged, serious, or repetitious illness, injury, or major surgery. An employee's return to duty following illness or injury is subject to the approval of the Department Head ~~or City~~ and Human Resources Director or designees~~Manager~~ based upon medical information supplied by the employee's physician and/or the City's physician.

F. On-the-job Injury: An employee absent from work because of a temporary disability which is defined as industrial under the Workers' Compensation Act may charge General Leave credits (or unused sick leave, if approved by the City Manager) in an amount necessary to make up the difference between the employee's regular pay and the amount payable to the employee as temporary disability payments from the Workers' Compensation Insurance Plan of the City.

G. Use of General Leave When Permanently Incapacitated: General Leave shall not be used to continue the salary of employment of any employee after it has been determined that such employee is permanently incapacitated from

returning to employment and is eligible for disability retirement.

H. Sick Leave Bank: A sick leave bank shall be established for each employee eligible for General Leave. When an employee becomes eligible for General Leave, any unused sick leave credits will be maintained in this account. Employees may transfer General Leave credits to their sick leave bank in accordance with Section VI of the General Leave Plan.

I. Use of Sick Leave Bank:

1. Upon approval of the City Manager, an employee whose absence is due to illness or injury which qualifies for Family Medical Leave Act (FMLA) or other legally-protected leave, may use unused sick leave balances for absences due to further illness or injury prior to using further General Leave.

2. Upon approval of the City Manager, an employee whose absence is due to illness or injury for more than five (5) consecutive work-days for any one occurrence may use unused sick leave balances for absences due to further illness or injury for that particular medical condition prior to further using General Leave.

3. Upon approval of the City Manager, an employee who has exhausted all General Leave credits may be granted the use of unused sick leave balances for a medical purpose. The City Manager may impose up to a five (5) workday waiting period based upon a review of the employee's General Leave usage.

~~VI.~~ GENERAL LEAVE CONVERSION TO PAY ~~OR SICK LEAVE~~

VI.

~~A. Buy-Back: Upon using one-half of General Leave credits accrued during the 12-month period from July 1 through June 30 of the prior fiscal year, a regular full-time employee may request to receive pay for up to a total of eighty (80) hours of General Leave per fiscal year (forty (40) to fifty (50) hours for 20-25 hour employees; sixty (60) to seventy (70) hours for 30-35 hour employees) in hourly increments at the current hourly salary rate. To be eligible for General Leave conversion to cash, an employee must have a minimum of 10 days (80 hours for full-time or prorated for RPT) of General Leave credits remaining after the conversion. Requests for General Leave buy-back may be made up to two times per fiscal year in October and/or April for payment on December 15 and/or June 15 or may be deferred into one of the City sponsored deferred compensation plans within IRS limitations.~~

~~For calendar year 2022 only, the total amount of general leave allowed for conversion will be increased one time to 120 hours for regular full-time employees,~~

~~Effective November 2022 –~~By December 1 of each calendar year, eligible employees who want to ~~cash out~~cash out general leave in the following calendar year, shall make an irrevocable election ~~to cash out~~for general leave buy-back in the next calendar year, subject to the conditions set forth below:

- For regular full-time employees: the employee may ~~cash out~~elect up to eighty (80) hours of general leave buy-back.
- For regular thirty (30) to thirty-five (35) hour part-time employees: The employee may ~~cash out~~elect up to sixty (60) to (-70) hours of general leave buy-back~~vacation~~.
- For regular twenty (20) to twenty-five (25) hour part-time employees: The employee may ~~cash out~~elect up to forty (40) to fifty-(50) hours of ~~vacation~~general leave buy-back.
- To be eligible ~~to cash out~~for general leave buy-back, the employee must have used at least one-~~-~~half of the vacation time accrued during the twelve (12) -month period preceding December.
- Employees must have a minimum of ten (10) days (eighty (80) hours for full-time or prorated for part-time) remaining in general leave accruals at the time of ~~cash out~~buy-back.
- Employees must submit their General Leave Buy-Back Request Form to Payroll by the preceding December~~-1~~. This is an irrevocable election by the employee.

For example, to buy back general leave that is accrued in calendar year 2026~~3~~, a full-time employee must elect by December 1, 2025~~2~~, the amount of hours they want to buy-back. The employee must have used a minimum of fifty percent (-50%) of their accrued general leave between December 1, 2024~~1~~ and November 30, 2025~~2~~. Employees must further ensure they will have at least ten (10) days of general leave accruals remaining at the time of the buy-~~-~~back which will occur in December 2026~~3~~. The buy-back will be paid out in the last full pay period of December 2026~~3, which is December 29, 2023~~.

The City makes no representation as to the tax consequences of an employee cashing out accrued leave or the general leave buy-back program. It is the employee's sole responsibility to address the tax consequences of cashing out accrued leave or the general leave buy-back program.

VII. GENERAL LEAVE AT TERMINATION

A. An eligible employee whose employment with the City terminates shall be paid for any unused General Leave. Payment for unused General Leave shall be made at the hourly rate of pay in effect for such employee at the time of separation.

B. When termination is caused by the death of an employee, pay for unused General Leave shall be paid to the beneficiary the employee has designated. Such designation shall be in writing, signed by the employee and filed with the Human Resources ~~Office~~Department. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

VIII. HOLIDAYS DURING GENERAL LEAVE

When a day designated and observed by the City as a holiday occurs on a day on which an employee is taking General Leave, such employee shall not be charged as using General Leave for that day. The employee's compensation for that day shall be holiday pay

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AND ADOPTING A COMPENSATION AND BENEFIT PLAN FOR THE CONFIDENTIAL EMPLOYEE GROUP, AUTHORIZING THE CITY MANAGER TO EXECUTE THE COMPENSATION AND BENEFIT 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 City of Newark (the "City") has previously adopted and periodically amended the Compensation and Benefit Plan for the Confidential Employee Group; and

WHEREAS, members of the Confidential Employee Group are unrepresented employees; and

WHEREAS, the City Council desires to establish salaries and benefits for the Confidential Employee Group; and

WHEREAS, the Compensation and Benefit Plan, dated July 1, 2025 (the "Plan"), attached hereto and incorporated herein by this reference as Exhibit A, enumerates the job classifications whose incumbents shall be considered members of the Confidential Employee Group and also provides for the salaries and benefits for the Confidential Employee Group; and

WHEREAS, the City Council finds that the terms and conditions of the Plan are proper and in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Council hereby approves and adopts the Plan, effective July 1, 2025 and authorizes the City Manager to execute the Plan, with any necessary non-substantive modifications, and to take such further actions as may be necessary to implement the Plan for the period of July 1m 2025 through June 30, 2028, a copy of which is attached as Exhibit A with a redlined version of the prior Plan attached hereto as Exhibit B for general reference only.

BE IT FURTHER RESOLVED that if any provisions contained herein are found to be in conflict with any provisions of any other previous resolutions pertaining to the Confidential Employee Group Plan, the provisions herein shall prevail.

BE IT FURTHER RESOLVED that the City Council hereby approves an amendment to the City's Salary Schedule to reflect the revisions in compensation provided pursuant to the Plan, Effective July 1, 2025.

EXHIBIT A

COMPENSATION AND BENEFIT PLAN

FOR THE

CITY OF NEWARK

CONFIDENTIAL EMPLOYEE GROUP

JULY 1, 2025 THROUGH JUNE 30, 2028

Adopted: June 26, 2025

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ATTACHMENTS

A Regular Full-Time / Part-Time Classifications
B General Leave Plan

COMPENSATION AND BENEFIT PLAN FOR THE CONFIDENTIAL EMPLOYEE GROUP

I. TERM

This plan shall be in effect from July 1, 2025, through June 30, 2028.

II. SALARY INCREASE

A. General Salary Increase:

The salary ranges for all classifications shall be increased as follows:

a. Effective July 1, 2025, salary increase shall be four percent (4.0%)
b. Effective July 1, 2026, salary increase shall be three and one-half percent (3.5%)
c. Effective July 1, 2027, salary increase shall be three and one-half percent (3.5%)

Confidential Group classifications shall be as set forth in Attachment A

B. All active employees employed as of July 1, 2025, shall be eligible to receive an off-salary-schedule lump sum payment of one thousand dollars ($1,000.00) to be paid the first full pay period in July 2025, or the first full pay period after City Council approval of this agreement, whichever is later. This one-time benefit is not reportable to CalPERS, consistent with the CalPERS "Off Salary-Schedule Pay" Circular Letter dated October 4, 2023.

C. In addition to II. B, above, and in recognition of their many years of service, all active employees who have fifteen (15) or more years of service and are employed as of July 1, 2025, shall be eligible to receive an off salary-schedule one-time lump sum payment of one thousand dollars ($1,000.00) to be paid the first full pay period in July 2025, or the first full pay period after City Council approval of this agreement, whichever is later. This one-time benefit is not reportable to CalPERS, consistent with the CalPERS "Off Salary-Schedule Pay" Circular Letter dated October 4, 2023.

III. **HEALTH AND WELFARE PROGRAMS**

A. Medical Insurance

1. The contribution by the City toward monthly premiums for health and welfare programs of Confidential Group employees shall be the Minimum Employer Contribution as determined by CalPERS for employers under the Public Employees' Medical and Hospital Care Act (PEMHCA). In the event that an employee elects to waive participation in the Program, that amount will be paid to the employee as part of the Cash-in-Lieu benefit as provided below in Section 4 . The employee shall execute a waiver in the event the employee elects not to participate in the PERS Health Benefit Program or cancel participation after enrollment.

2. The City agrees to maintain a cafeteria plan under Section 125 of the Internal Revenue Code (IRC). The cafeteria plan allows employees to voluntarily reduce salary in an amount equal to the actual premiums for the PERS Health Plan, City-administered dental insurance and/or vision insurance as a before-tax conversion of salary. In the event of changes in law affecting the Flexible Benefit Plan, the City will consider the impact of such changes before making any modification to the Flexible Benefit Plan.

3. Effective for the 2025 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

   For Regular, Full-Time and Regular Part-Time Employees working thirty to thirty-five (30-35) hours:

   Employee Only: $932
   Employee + 1 Dependent: $1,862
   Employee + 2 or more Dependents: $2,460

   For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

   Employee Only: $466 - $582
   Employee + 1 Dependent: $931 - $1,164
   Employee + 2 or more Dependents: $1,230 - $1,537

   Effective for the 2026 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

   For Regular Full-Time and Regular Part-Time Employees working thirty to thirty-five (30-35) hours :

   Employee Only: $1,026

Employee + 1 Dependent: $2,049
Employee + 2 or more Dependents: $2,706

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

Employee Only: $513 - $641
Employee + 1 Dependent: $1,025 - $1,281
Employee + 2 or more Dependents: $1,353 - $1,691

Effective for the 2027 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time and Regular Part-Time employees working thirty to thirty-five (30-35) hours:

Employee Only: $1,077
Employee + 1 Dependent: $2,151
Employee + 2 or more Dependents: $2,842

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

Employee Only: $539 - $673
Employee + 1 Dependent: $1,076 - $1,344
Employee + 2 or more Dependents: $1,421 - $1,776

Effective for the 2028 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time and Regular Part-Time employees working thirty to thirty-five (30-35) hours:

Employee Only: $1,131
Employee + 1 Dependent: $2,259
Employee + 2 or more Dependents: $2,985

For Regular Part-Time Employees working twenty to twenty-five (20-25) hours:

Employee Only: $566 - $707
Employee + 1 Dependent: $1,130 - $1,412
Employee + 2 or more Dependents: $1,493 - $1,866

4. Cash-in-Lieu and Cafeteria Plan Cash Back:
   Regular full time and regular part time thirty to thirty-five (30-35) hour employees electing not to participate in the City's cafeteria plan and waiving all medical, dental, and vision benefits, will receive four hundred fifty dollars ($450.00) "cash-in-lieu" of benefits, which includes the PEMCHA minimum per Section III. A.1 above. Employees who participate in the cafeteria plan but who do not utilize the full benefit allowance, may receive up to four hundred fifty dollars ($450.00) per month of any money not used for the purchase of employer-offered benefits. Cash-in-lieu and cafeteria plan "cash back" will be paid to the employee in taxable compensation.

   For Regular Part-Time Employees working thirty to thirty-five (30-35) hours this amount will be three hundred thirty-eight dollars ($338.00) to three hundred ninety-four dollars ($394.00).
   For Regular Part-Time Employees working twenty to twenty-five (20-25) hours this amount will be two hundred twenty-five dollars ($225.00) to two hundred eighty-one dollars ($281.00).

5. All regular full-time employees in the Confidential Group shall receive an allowance of up to hundred dollars ($100) per month intended to be used towards the cost of health care premiums, long-term disability premiums, and/or reimbursement for medical, dental, vision, and prescription expenses. All regular part-time employees in the Confidential Group shall receive an allowance of up to seventy-five dollars ($75.00) for thirty to thirty-five (30-35) hour employees and up to fifty dollars ($50.00) for twenty to twenty-five (20-25) hour employees. This allowance will be reported as taxable income and provided to employees based on the following criteria:

   i. An employee must be in a paid status (on the payroll) in order to receive the allowance. During any unprotected leave of absence without pay, an employee is not eligible to receive the health care benefit allowance.

   ii. Employees appointed to a classification covered by this Compensation Plan will be eligible for the health and welfare benefit on the first of the month coincident to or immediately following appointment.

   iii. When an employee is terminated or in an unpaid leave status, the health and welfare benefit shall be paid on a monthly pro-rata. To qualify for pro- rata pay, the employee must serve fifty percent (50%) of the working days in the pro-rated month.

B. Life Insurance

The City shall provide fifty thousand dollars ($50,000.00) term life insurance coverage for all Confidential employees. Additional life insurance can be purchased at the employee's option on an after-tax payroll deduction basis.

C. Short-Term Disability

The City shall continue to offer the State Disability Insurance (SDI) program. Employees shall pay any costs associated with the SDI program.

IV. **ACTING / SPECIAL ASSIGNMENT PAY**

A. Employees may be assigned to perform the duties of a regular position in a higher classification on a temporary basis. Such assignments shall be termed "acting assignments" and shall be made subject to the following conditions:

1. Acting assignments shall be made by the department head only, with City Manager approval, and shall be made with written notification to the acting employee.

   Acting assignments that fall within the definition of "out of class assignments" per Gov. Code section 20480 of the Public Employees' Retirement Law (PERL) shall not exceed nine hundred sixty (960) hours in a fiscal year. For purposes of this section an "out of class assignment" is an appointment to an upgraded position or higher classification in a vacant position for a limited duration. For purposes of this section "vacant position" refers to a position that is vacant during recruitment for a permanent appointment. A vacant position does not refer to a position that is temporarily available due to another employee's leave of absence.

2. Acting assignments shall be made only in those instances where the acting employee is required to perform all or substantially all of the duties and responsibilities of the higher level position for which the employee is acting.

3. Confidential employees will be eligible for premium pay of five percent (5%) over base salary or the bottom of the higher classification, whichever is greater while acting in a higher classification when assigned and prescribed by the department head, with City Manager approval. An employee shall not receive an increase that is higher than the top of the range of the higher classification.

4. For a planned absence, acting pay shall be effective the date the employee assumes the duties of the higher position, provided they are designated in writing by the department head either before or after the employee begins the acting assignment.

5. For an unplanned absence, acting pay shall be paid effective five (5) consecutive working days from the absence, provided that the employee is designated in writing by the department head to the acting assignment. Nothing in this section shall preclude the temporary assignment of an employee to perform some of the duties of a higher classification for the purpose of providing training in the work of the higher classification. Such temporary training assignment shall not constitute acting assignment within

the meaning of this section.

It is understood that the provisions of this section shall not be interpreted as requiring the City to fill each temporary vacancy by an acting assignment.

B. The City agrees to pay regular full-time employees bilingual assignment pay of one hundred dollars ($100.00) per month. Regular part-time employees scheduled to work thirty to thirty-five (30-35) hours per week will receive bilingual assignment pay of seventy-five dollars ($75.00) per month and regular part- time employees scheduled to work twenty (20) to twenty-five (25) hours per week will receive bilingual assignment pay of fifty dollars ($50.00) per month. Eligibility for bilingual assignment pay shall be based on the provisions outlined in Administrative Regulation 0522.

V. **PRORATION OF HOLIDAY, GENERAL, AND BEREAVEMENT LEAVE ACCRUALS FOR REGULAR PART-TIME EMPLOYEES (RPT)**

Regular part-time employees will receive prorated holiday, general, and bereavement leave accruals based on the actual hours worked or budgeted to work. For example, an RPT employee who works thirty-five (35) hours per week will receive seven (7) hours of pay per holiday. An RPT employee who works twenty-four (24) hours per week will receive four and eight tenths (4.8) hours of pay per holiday. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

VI. **HOLIDAYS**

A. Holiday

The following days shall be recognized as municipal holidays for pay purposes for regular full-time and regular part-time employees within the Confidential Employee Group:

- January 1, New Year's Day
- Third Monday in January, Martin Luther King, Jr. Day
- Third Monday in February, Presidents Day
- Last Monday in May, Memorial Day
- June 19, Juneteenth
- July 4, Independence Day
- First Monday in September, Labor Day
- November 11, Veterans Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- December 24, Christmas Eve Day December 25, Christmas Day
- Two Floating Holidays, to be scheduled subject to department head approval

When any day recognized as a holiday by the City falls on a Sunday, the following Monday shall be considered the holiday. When any day recognized as a holiday by the City falls on a Saturday, the preceding Friday shall be considered the holiday.

B. The floating holidays must be scheduled and used during the fiscal year.

C. If an employee's hire date falls between July 1 and December 31, the employee will be eligible for the floating holidays during the current fiscal year. If an employee's hire date falls between January 1 and June 30, the employee will be eligible for the floating holidays beginning July 1, in the next fiscal year.

D. Holidays shall not be carried over from one fiscal year to another. Upon separation, any unused holiday cannot be converted to cash.

E. Holiday Compensation

   Regular full-time employees will receive eight (8) hours of pay for each holiday that falls on a scheduled workday.

   With the continuation of the nine/eighty (9/80) bi-weekly work schedule, Closed Holiday Credits and debits will be calculated for each employee by Payroll and will be funded in the employee's Floating Holiday Bank on July 1 for the current fiscal year. Closed Holiday Credits are subject to all the benefits and restrictions of a Floating Holiday. They have no cash value and cannot be carried over from one fiscal year to the next fiscal year. If the employee separates from service before the end of the fiscal year, no further adjustments in the Closed Holiday Credits will be made.

If the employee does not have any accrued leave available to be charged for the additional hour(s) for the holiday, the employee shall be charged with leave without pay.

Regular part-time employees will receive pro-ration of holidays in accordance with Section V. above and as listed below:

Work Schedule	Holiday Pay
30-35 work hours	6-7 hours per holiday
20-25 work hours	4-5 hours per holiday

The regular part-time employee's Closed Holiday Credits will be determined by Payroll in the same manner as the full-time employee. The Closed Holiday Credits are prorated according to the actual hours worked or budgeted to work. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

VII. **BEREAVEMENT AND REPRODUCTIVE LOSS LEAVE**

A. Regular full-time employees may be granted up to a maximum of forty (40) hours of paid bereavement leave where there has been a death of a spouse, registered domestic partner, sibling, parent, stepparent grandparent, grandchild, grandparent-in-law, parent-in-law, sibling-in-law, child-in-law, of an employee.

   A maximum of eighty (80) hours of paid bereavement leave may be granted for the death of a biological child, adoptive child, or stepchild.

B. Reproductive Loss Leave

   Regular full-time employees may be granted reproductive loss leave of five (5) days where there has been a reproductive loss event such as miscarriage, stillbirth, failed adoption, or failed surrogacy of the employee, employee's spouse, or employee's registered domestic partner.

   Reproductive loss leave is an unpaid protected leave and may be granted in five (5) day increments for each reproductive loss event up to a maximum of twenty (20) days in any twelve (12) month period.

   Regular part-time employees shall be eligible for prorated bereavement and reproductive loss leave in accordance with Section V. above and as listed below:

Work Schedule	Prorated Bereavement and Reproductive Loss Leave
30-35 work hours	up to a maximum of 30-35 hours
20-25 work hours	up to a maximum of 20-25 hours

VIII. **GENERAL LEAVE**

The General Leave Plan shall provide compensated leave for those eligible employees who are absent from duty because of illness, death in the family not covered under bereavement leave, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation. The General Leave Plan is attached to the Compensation and Benefit Plan as Attachment B.

IX. **CONFIDENTIAL LEAVE**

All regular full-time employees may be granted a maximum of twenty (20) hours of confidential leave with pay each fiscal year. These hours may be allocated to each employee by the employee's direct supervisor with approval by the City Manager.

All part-time employees may be granted confidential leave proportionally to the assigned work hours as allocated by the employee's direct supervisor with approval by the City Manager.

X. **RETIREMENT BENEFITS**

A. Classic Members

1. All regular full-time and regular part-time confidential employees who were appointed prior to January 1, 2013 and all "Classic Members" (as defined by CalPERS) are referred herein either as "Classic Members" or as "Classic".

2. Classic Members shall be provided the two and one-half percent at fifty-five (2.5% at 55) formula in accordance with Government Code Section 21354.4 and the Public Employees' Pension Reform Act of 2013. In addition, Classic Members shall be provided with single year highest compensation, pre-retirement optional settlement level 2 death benefit, military service credit for prior service, and the indexed level 1959 survivor benefit options of the CalPERS pension plan.

3. All Classic Members will contribute the employee contribution rate of eight percent (8%) for the two and one-half percent at fifty-five (2.5% at 55) retirement benefit.

4. Additional Contribution Towards Employer Rate

   a. In addition, if the CalPERS Miscellaneous Plan employer actuarial rate for the two and one-half percent at fifty-five (2.5% at 55) formula exceeds ten percent (10.00%) to a maximum of sixteen and nine hundred thirty-six thousandths percent (16.936%), all Classic Members will contribute a percentage of salary towards the employer rate sufficient to equally share in the cost with the City. In the event that the employer rate for Classic Members exceeds sixteen and nine hundred thirty-six thousandths percent (16.936%), the City shall be responsible for any increase above sixteen and nine hundred thirty-six thousandths percent (16.936%). In subsequent years of the pay plan, if the rate over ten percent (10.00%) decreases the percentage of salary that Classic Members contribute towards the employer rate will be reduced by the above formula. Employer rate reductions below 10% will not be shared under the above formula.

b. The following is for illustrative purposes only:

If the CalPERS Miscellaneous Plan two and one-half percent at fifty-five (2.5% at 55) formula employer actuarial rate increases three percent (3.0%) , each Classic Member would contribute one and one-half percent (1.50%) of their salary to pay towards the employer rate for the retirement benefit.

The City would then be responsible for matching one and one-half percent (1.50%). If during the subsequent years of this pay plan, the rate decreased three percent (3.0%), each Classic Member would no longer contribute the additional one and one-half percent (1.50%) of their salary towards the employer rate to pay for the retirement benefit.

B. PEPRA Members

1. Regular full-time and regular part-time confidential employees who were appointed on or after January 1, 2013 and who are "PEPRA Members" (as defined by CalPERS) will contribute half the normal cost of the two percent at sixty-two (2.0% at 62) plan as required by the Public Employees' Pension Reform Act of 2013.

2. Additional Contribution Towards Employer Rate

a. In addition, PEPRA Members will contribute the same percentage for the employer rate as Classic Members pay .

b. The following is for illustrative purposes only:

If Classic Members pay three and four hundred sixty-eight thousandths percent (3.468%) of the employer rate, PEPRA Members will pay a total of three and four hundred sixty-eight thousandths percent (3.468%) of the employer rate. If the employee rate for PEPRA Members is seven and seventy-five hundredths percent (7.75%), in this example PEPRA Members would pay the seven and seventy-five hundredths percent (7.75%) employee rate plus an additional three and four hundred sixty-eight thousandths percent (3.468%) towards the employer rate for a total of eleven and two hundred eighteen thousandths percent (11.218%.)

3. The City shall provide the three (3) year average compensation requirement to PEPRA members.

XI. **HOURS OF WORK**

A. Work Schedule

Regular full-time Confidential employees shall work forty (40) hours per week on weekdays on a nine/eighty (9/80) work schedule with alternating Fridays off. The City Manager may revise the standard work schedule upon reasonable notice.

Regular part-time Confidential employees work schedules shall be determined by the Department Head and designated at thirty (30) to thirty-five (35) hours per week or twenty (20) to twenty-five (25) hours per week.

B. Flex Time

Flex time hours will be subject to prior approval of the Department Head.

C. Alternate Work Schedule

Alternatives to the nine eighty (9/80) work schedule will be subject to the approval of the City Manager and Department Head.

D. Holiday Work Schedule

1. City offices will be closed for business during the December holiday season. Non-essential employees, as determined by the City Manager, will participate in a four (4) day furlough. Employees in the Confidential Employee Group will be allowed to use accrued general leave, floating holiday, and/or leave without pay during the furlough. Compensatory time may not be used during the furlough.

2. Eligible employees on leave of absence without pay due to the furlough shall be paid holiday pay for holidays occurring during the furlough. Employees on an approved leave of absence without pay that started before December 10 and extends through or beyond December 31 will not be affected by the furlough and will not be eligible for holiday pay.

3. Employees who elect a leave of absence without pay for the furlough may request up to a four (4) day salary advance. Repayment of a salary advance for the furlough may be spread over a period of time provided that:

    a. the salary advance is submitted to payroll by June 1 preceding the furlough.

    b. the salary advance is fully repaid no later than the last full pay period of the calendar year, so all payments occur within the same calendar and fiscal year of the furlough, and

c. repayments begin no earlier than July 1 of the impacted calendar year.

4. Salary advances for regular part-time employees may be up to the amount of hours the employee is regularly scheduled to work during non-furlough workweeks. Schedules of twenty (20) to twenty-five (25) hours may receive an advance of sixteen (16) hours pay and schedules of thirty (30) to thirty-five (35) hours may receive an advance of twenty-four (24) hours pay.

XII. **OVERTIME**

Work performed by non-exempt full-time employees and non-exempt regular part-time employees in excess of the forty (40) hour work week shall be considered overtime work.

Confidential employees shall be compensated for authorized overtime at time and one- half the hourly rate in the form of overtime pay. Employees may receive compensatory time off in lieu of overtime pay up to a maximum of eighty (80) hours. An employee who has accrued the maximum number of compensatory hours shall receive overtime pay for any additional overtime hours.

Accrued compensatory time may be used by an employee at their discretion, subject to the approval of the department head.

Accrued compensatory time in each calendar year shall be paid out in the last full pay period of December of that same calendar year. Compensatory time may not be accrued between the date of the end of the last full pay period in December and December 31st. Time worked during that time period will be paid.

A. Unscheduled Overtime - Call Back Pay

An employee who has been notified less than twenty-four (24) hours in advance to return to work on overtime shall receive, upon reporting, a minimum of two (2) hours work at the overtime rate, or if two (2) hours work is not furnished, a minimum of two (2) hours pay at the overtime rate. If two (2) hours of work is not furnished and the employee is released then called back and returns to work within the same two (2) hour time period, only one (1) minimum shall apply.

An employee who has been notified less than twenty-four (24) hours in advance to return to work on overtime between 6:00 p.m. and 6:00 a.m., holidays, or scheduled days off, shall receive, upon reporting, a minimum of three (3) hours work at the overtime rate or if three (3) hours work is not furnished, a minimum of three (3) hours pay at the overtime rate. If three (3) hours of work is not furnished and the employee is released then called back and returns to work within the same three (3) hour period, only one (1) minimum shall apply.

XIII. **EDUCATIONAL REIMBURSEMENT**

A. Job-related Training

1. The City Manager with a recommendation from the Department Head may authorize reimbursement up to one hundred percent (100%) of the cost for professional courses and programs that are directly related to the employee's job or which will prepare the employee for advancement or acceptance of greater responsibility. A certificate of completion or a passing course grade must be attained for reimbursement.

B. Plan and Agreement for a College Degree Program

1. In addition to job-related training, the City Manager with a recommendation from the Department Head may authorize reimbursement for up to ten thousand dollars ($10,000.00) of the cost for tuition fees and required text books for a college degree program directly related to the employee's job which will prepare the employee for advancement or acceptance of greater responsibility provided that the employee attains a course grade of "C" or a passing grade as defined by the degree program if that requirement is higher than a "C" grade.

2. If an employee receives more than five thousand dollars ($5,000.00) dollars during their term of employment with the City of Newark in a college degree program, the employee is required to sign an Educational Reimbursement Plan Agreement in order to qualify for and to participate in the Educational Reimbursement College Degree Program. The employee is then subject to the Educational Reimbursement Plan and Agreement for a College Degree Program as follows:

    a. Employee will maintain employment with the City of Newark for a period of five years after completion of the last class taken under the Education Reimbursement Plan; and

    b. In the event that employee leaves the City of Newark and does not complete the five-year employment period, employee warrants that they will reimburse to the City all money paid, up to ten thousand dollars ($10,000.00) under the Educational Reimbursement Plan as follows:

        i. One hundred percent (100%) of money paid if the employee voluntarily leaves city employment in the first year after completion of the last class taken under the Educational Reimbursement Plan.

        ii. Eighty percent (80%) of money paid if the employee voluntarily leaves city employment in the second year after completion of the last class taken under the Educational Reimbursement Plan.

iii. Sixty percent (60%) of money paid if the employee voluntarily leaves city employment in the third year after completion of the last class taken under the Educational Reimbursement Plan.

iv. Forty percent (40%) of money paid if the employee voluntarily leaves city employment in the fourth year after completion of the last class taken under the Educational Reimbursement Plan.

v. Twenty percent (20%) of money paid if the employee voluntarily leaves city employment in the fifth year after completion of the last class, taken under the Educational Reimbursement Plan.

vi. After five (5) years following completion of the last class taken under the Educational Reimbursement Plan, employee owes no further monetary obligation to the City of Newark for participation in the Educational Reimbursement Plan.

3. To qualify for the Educational Reimbursement College Degree Program, degree program courses must be received from an accredited institution as identified on the U.S. Department of Education's List of Nationally Recognized Accrediting Agencies or the Council for Higher Education Accreditation's (CHEA) List of Participating and Recognized Organizations.

C. It is the intent of this policy that all employees, though eligible for reimbursement of expenses, shall carry out their educational programs on their own personal time. In the event that some activity of the educational program is to take place during the employee's duty hours, it shall be the responsibility of the employee to make the necessary arrangements for personal time off.

In this regard, the employee may make whatever arrangements are possible; however, the needs of the Department shall be of primary consideration in these situations.

This policy is not intended to serve as a directive to employees to conduct personal education programs beyond the programs required and/or provided by the City. The course work referred to here is that which is undertaken voluntarily by the employee and not subject to remuneration under provisions of the Fair Labor Standards Act.

XIV. **RECREATION BENEFITS**

Employees and their spouses or registered domestic partners and up to two (2) children or grandchildren living in the same household, twenty-six (26) years of age and under, may use the gym, exercise equipment and aquatic facilities (excluding classes and facility rentals) at the Silliman Community Activity and Family Aquatic Center free of charge.

Employees, their spouses or registered domestic partners, and their children and grandchildren twenty-six (26) years of age and under, will receive resident rates for class registration and facility rentals.

XV. **IMPLEMENTATION OF SECTION 414(h)(2) OF THE UNITED STATES[INTERNAL REVENUE CODE**

A. Pick-up of Employee Contributions

1. Pursuant to the provisions of this Agreement, the City shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the City in lieu of employee contributions.

2. Employee contributions made under paragraph 1 shall be paid from the same source of funds as used in paying the wages to affected employees.

3. Employee contributions made by the City under paragraph 1 shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.

4. The employee does not have the option to receive the City's contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system.

B. Wage Adjustment

Notwithstanding any provision in the current agreement to the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the City pursuant to the provisions hereof.

C. Limitations to Operability

Section XV. shall be operative only as long as the City of Newark pick-up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

ATTACHMENT A

REGULAR FULL-TIME/PART-TIME CLASSIFICATIONS

Accounting Technician I Confidential

Accounting Technician II Confidential

Administrative Assistant

Executive Assistant

Human Resources Technician

ATTACHMENTB

GENERAL LEAVE PLAN
FOR CONFIDENTIAL EMPLOYEE GROUP

I. DEFINITION

General Leave is compensated leave for those eligible employees who are absent from duty because of illness, death in the family, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation.

II. APPLICABILITY

The General Leave Plan shall apply to regular full-time employees in the Confidential Employee Group. Regular part-time employees in the Confidential Group shall be eligible for prorated general leave based on actual hours worked or budgeted to work. For example, an RPT employee with one (1) year of City service who works thirty-five (35) hours per week will receive one hundred sixty-one (161) hours of general leave per year. An RPT employee who works twenty-four (24) hours per week will receive one hundred ten and four-tenths (110.4) hours of general leave per year. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

For payroll implementation, hours/accruals in excess of those based on a twenty (20) or thirty (30) hour workweek will be reimbursed to RPT employees on a quarterly basis until the process is automated.

III. GENERAL LEAVE CREDITS

A. Eligible Confidential employees shall be entitled to the following annual accrual in accordance with Section II above.

Years of Annual Completed Service	Annual Leave Accrual Full Time	RPT 30-35	RPT 20-25
1 through 9	184 hrs (23 days)	138-161 hrs	92-115 hrs
10 through 14	224 hrs (28 days)	168-196 hrs	112-140 hrs
15 through 19	240 hrs (30 days)	180-210 hrs	120-150 hrs
20 or more	264 hrs (33 days)	198-231 hrs	132-165 hrs

B. General Leave shall be accrued in working hours on a semi-monthly basis.

C. General Leave credits are not earned during periods of unpaid leave. During an absence without pay which extends more than fourteen (14) calendar days during a calendar month, the employee shall not accrue General Leave credits.

D. General Leave During First Year: Beginning on the ninetieth (90th) day of employment, regular employees shall be eligible to earn General Leave credits. Upon the completion of said period of service, regular full-time employees shall be credited with forty-six (46) working hours of General Leave and shall thereafter accrue General Leave at the rate of 7.6667 hours semi- monthly for the remainder of the first year and as provided in Item A, Section III, above.

Beginning on the ninetieth (90th) day of employment, regular part-time employees shall be credited with prorated general leave in accordance with Section II above and shall thereafter accrue prorated General Leave as provided in Item A, Section III above.

E. Maximum Accumulation: General Leave credits may be accumulated according to the following schedule:

Years of Service	FT Max. accrual	RPT 30-35	RPT 20-25
1 - 9	368 hours (46 days)	276-322 hrs	184-230 hrs
10 - 14	448 hours (56 days)	336-392 hrs	224-280 hrs
15 - 19	480 hours (60 days)	360-420 hrs	240-300 hrs
20 or more	528 hours (66 days)	396-462 hrs	264-330 hrs

When maximum accrual limits have been reached, excess General Leave credits earned shall be transferred to the Rollover Leave bank on a quarterly basis. Rollover Leave may be used in order to provide security against an employee's extended illness and may not be used for retirement service credit.

Exceptions to the maximum accrual limits may be approved by the City Manager under special circumstances. Requests to exceed maximum accrual limits must be submitted through the Department Head to the City Manager prior to reaching maximum accrual.

IV. GENERAL LEAVE IMPLEMENTATION

At the time an employee becomes eligible for General Leave, any unused leave credits shall be transitioned to General Leave as follows:

A. Vacation Leave Credits: All unused vacation leave credits shall be converted to General Leave credits on an hour-for-hour basis.

B. Sick Leave Credits: All unused sick leave credits shall be maintained in a sick leave bank to be used in accordance with the provisions of the General Leave Plan. Accrued time in the sick leave bank shall not be compensated for in any manner except as used for sick leave or retirement service credit.

C. At time of conversion to General Leave, if vacation credits exceed General Leave accrual limit, a plan shall be developed to reduce converted vacation leave credits to the General Leave accrual limits within six (6) months. A longer period to reduce converted vacation leave credits may be approved by the City Manager under special circumstances.

V. GENERAL LEAVE USAGE

Request and Approval: Department Heads are responsible for arranging leave schedules so that adequate personnel are available to carry on city work. The use of General Leave shall require approval of the Department Head or their designee and shall be governed by the current Personnel Rules dealing with leaves unless specifically covered by this Plan document. Whenever possible, General Leave requests must be approved in advance of the days to be taken as General Leave. The procedure for requesting the use of General Leave shall be as follows:

A. General Leave (Non-medical): Any leave that can be reasonably forecast or anticipated such as vacation, care of children, personal business, etc. shall require prior approval of the Department Head, or the employee's supervisor. The time and amount of General Leave to be taken for non- medical purposes shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of the City.

B. General Leave (Medical): An unscheduled absence from work due to an employee's illness shall be referred to as General Leave for medical reasons. The Department Head may require an employee to furnish satisfactory evidence justifying the need to be absent from work for medical reasons. The provisions of A.R. 0513 on sick leave usage shall apply to employees using General Leave for medical reasons. The Department Head shall make the determination and final approval of unscheduled General Leave for medical reasons.

C. An employee may request General Leave for an unanticipated absence from work (e.g. medical, car trouble, care of children, bereavement, etc.) by notifying their supervisor within one (1) hour after the time set for reporting to work on the first day of such leave and as often thereafter as directed by their supervisor. Final approval for an unanticipated, unscheduled absence shall require Department Head approval. Failure to request an unscheduled leave in the manner described may result in lost work time charged as leave without pay or unauthorized leave of

absence. Inappropriate use of unscheduled leave may be grounds for corrective action consistent with current practice.

D. Any employee who is absent from work on an unscheduled leave shall not engage in work or other activities which will inhibit their ability to return to work at the earliest possible time.

E. Medical examination by the City's examining physician may be requested by the Human Resources Department after prolonged, serious, or repetitious illness, injury, or major surgery. An employee's return to duty following illness or injury is subject to the approval of the Department Head or Human Resources Director or designee based upon medical information supplied by the employee's physician and/or the City's physician.

F. On-the-job Injury: An employee absent from work because of a temporary disability which is defined as industrial under the Workers' Compensation Act may charge General Leave credits (or unused sick leave, if approved by the City Manager) in an amount necessary to make up the difference between the employee's regular pay and the amount payable to the employee as temporary disability payments from the Workers' Compensation Insurance Plan of the City.

G. Use of General Leave When Permanently Incapacitated: General Leave shall not be used to continue employment of any employee after it has been determined that such employee is permanently incapacitated from returning to employment and is eligible for disability retirement.

H. Sick Leave Bank: A sick leave bank shall be established during the implementation of this program for each employee eligible for General Leave. When an employee becomes eligible for General Leave, any unused sick leave credits will be maintained in this account. Employees may transfer General Leave credits to their sick leave bank in accordance with Section VI of the General Leave Plan.

I. Use of Sick Leave Bank:

1. Upon approval of the City Manager, an employee whose absence is due to illness or injury which qualifies for Family Medical Leave Act (FMLA) or other legally-protected leave, may use unused sick leave balances for absences due to further illness or injury prior to using further General Leave in that fiscal year.

2. Upon approval of the City Manager, an employee whose absence is due to illness or injury for more than five (5) consecutive work days for any one occurrence may use unused sick leave balances for absences due to further illness or injury for that particular medical condition prior to using further General Leave.

3. Upon approval of the City Manager, an employee who has exhausted all General Leave credits may be granted the use of unused sick leave balances for a medical purpose. The City Manager may impose up to a five (5) workday waiting period based upon a review of the employee's General Leave usage.

VI. GENERAL LEAVE CONVERSION TO PAY

By December 1 of each calendar year, eligible employees who want to cash-out general leave in the following calendar year, shall make an irrevocable election for general leave buy-back in the next calendar year, subject to the conditions set forth below:

- For regular full-time employees: the employee may elect up to eighty (80) hours of general leave buy-back.
- For regular thirty (30) to thirty-five (35) hour part-time employees: The employee may elect up to sixty (60) to seventy (70) hours of general leave buy-back.
- For regular twenty (20) to twenty-five (25) hour part-time employees: The employee may elect up to forty (40) to fifty (50) hours of general leave buy-back.
- To be eligible for general leave buy-back, the employee must have used at least one-half (0.5) of the vacation time accrued during the twelve (12) month period preceding December.
- Employees must have a minimum of ten (10) days (eighty (80) hours for full-time or prorated for part-time) remaining in general leave accruals at the time of buy-back.

- Employees must submit their General Leave Buy-Back Request Form to Payroll by the preceding December 1. This is an irrevocable election by the employee.

VII. GENERAL LEAVE AT TERMINATION

A. An eligible employee whose employment with the City terminates shall be paid for any unused General Leave. Payment for unused General Leave shall be made at the hourly rate of pay in effect for such employee at the time of separation.

B. When termination is caused by the death of an employee, pay for unused General Leave shall be paid to the beneficiary the employee has designated. Such designation shall be in writing, signed by the employee and filed with the Human Resources Office. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

VII. HOLIDAYS DURING GENERAL LEAVE

When a day designated and observed by the City as a holiday occurs on a day on which an employee is taking General Leave, such employee shall not be charged as using General Leave for that day. The employee's compensation for that day shall be holiday pay.

EXHIBIT B

EXHIBIT A

COMPENSATION AND BENEFIT PLAN

FOR THE

CITY OF NEWARK

CONFIDENTIAL EMPLOYEE GROUP

JULY 1, 2025~~2~~ THROUGH JUNE 30, 2028~~5~~

Adopted: June 26~~3~~, 2025~~2~~

~~Resolution No. 11382~~

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ATTACHMENTS

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~~Resolution No. 11382~~

COMPENSATION AND BENEFIT PLAN FOR THE CONFIDENTIAL EMPLOYEE GROUP

I. **TERM**

This plan shall be in effect from July 1, 2025,~~2~~ through June 30, 2028~~5~~.

II. ~~COMPENSATION~~ SALARY INCREASE

A. General Salary Increase:

The salary ranges for all classifications shall be increased as follows:

a. Effective July 1, 2025~~2~~, salary increase shall be four percent (4.0%)
b. Effective July 1, 2026~~3~~, salary increase shall be three and one- half percent (3.~~0~~5%)
c. Effective July 1, ~~2024~~2027, salary increase shall be three and one-half percent (3.~~0~~5%)

Confidential Group classifications shall be as set forth in Attachment A

B~~C~~. All active employees employed as of July 1, 2025, shall be eligible to receive an off-salary-schedule lump sum payment of one thousand dollars ($1,000.00) to be paid the first full pay period in July 2025, or the first full pay period after City Council approval of this agreement, whichever is later. This one-time benefit is not reportable to CalPERS, consistent with the CalPERS "Off Salary-Schedule Pay" Circular Letter dated October 4, 2023.

C~~D~~. In addition to II. B, above, and in recognition of their many years of service, all active employees who have fifteen (15) or more years of service and are employed as of July 1, 2025, shall be eligible to receive an off- salary-schedule one-time lump sum payment of one thousand dollars ($1,000.00) to be paid the first full pay period in July 2025, or the first full pay period after City Council approval of this agreement, whichever is later. This one-time benefit is not reportable to CalPERS, consistent with the CalPERS "Off Salary-Schedule Pay" Circular Letter dated October 4, 2023.

~~9E. With approval of the employee's department head and the City Manager, full-time Confidential Group employees may elect to participate in a voluntary nine/seventy-six (9/76) work schedule as set forth in Attachment DC. As a result of the reduction from a 40-hour to a 38- hour workweek, the employee's bi- monthly pay will be reduced by 5%.~~

~~Salary Computation:~~

~~1. Hourly equivalent of base monthly salary = base monthly salary x .0057692 (.0057692 represents the monthly salary divided by the average hours~~

~~worked in a month).~~

~~2.~~1. ~~Hourly equivalent of base salary at time and one-half = straight time times 1.5.~~

III. HEALTH AND WELFARE PROGRAMS

A. Medical Insurance

1. The contribution by the City toward monthly premiums for health and welfare programs of Confidential Group employees shall be the Minimum Employer Contribution as determined by CalPERS for employers under the Public Employees' Medical and Hospital Care Act (PEMHCA). In the event that an employee elects to waive participation in the Program, that amount will be paid to the employee as part of the Cash-in-Lieu benefit as provided below in Section 4. The employee shall execute a waiver in the event the employee elects not to participate in the PERS Health Benefit Program or cancel participation after enrollment.

~~B~~2. The City agrees to maintain a cafeteria plan under Section 125 of the Internal Revenue Code (IRC). The cafeteria plan allows employees to voluntarily reduce salary in an amount equal to the actual premiums for the PERS Health Plan, City-administered dental insurance and/or vision insurance as a before-tax conversion of salary. In the event of changes in law affecting the Flexible Benefit Plan, the City will consider the impact of such changes before making any modification to the Flexible Benefit Plan.

~~A. Effective for the 2022 plan year, the City shall contribute to each eligible Confidential Group employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution.~~

~~Employee Only: $878~~
~~Employee + 1 Dependent: $1,755~~
~~Employee + 2 or more Dependents: $2,318~~

~~Effective for the 2023 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:~~

~~For Regular, Full-Time Employees and Regular Part-Time Employees working 30-35 hours:~~

~~Employee Only: $896~~
~~Employee + 1 Dependent: $1,790~~
~~Employee + 2 or more Dependents: $2,364~~

~~For Regular Part-Time Employees working 20-25 hours:~~

~~Employee Only: $448 - $560~~
~~Employee + 1 Dependent: $895 - $1,119~~
~~Employee + 2 or more Dependents: $1,182 - $1,478~~

~~Effective for the 2024 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:~~

~~For Regular, Full-Time Employees and Regular Part-Time Employees working 30-35 hours:~~

~~Employee Only: $913~~
~~Employee + 1 Dependent: $1,826~~
~~Employee + 2 or more Dependents: $2,412~~

~~For Regular Part-Time Employees working 20-25 hours:~~

~~Employee Only: $457 - $571~~
~~Employee + 1 Dependent: $913 - $1,141~~
~~Employee + 2 or more Dependents: $1,206 - $1,507~~

3. Effective for the 2025 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular, Full-Time Employees and Regular Part-Time Employees working thirty 30-35 hours:

Employee Only: $932
Employee + 1 Dependent: $1,862
Employee + 2 or more Dependents: $2,460

For Regular Part-Time Employees working twenty 20-25 hours:
Employee Only: $466 - $582
Employee + 1 Dependent: $931 - $1,164
Employee + 2 or more Dependents: $1,230 - $1,537

Effective for the 2026 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time and Regular Part-Time Employees working thirty

30-35 hours :

Employee Only: $1,026
Employee + 1 Dependent: $2,049
Employee + 2 or more Dependents: $2,706

For Regular Part-Time Employees working twenty (20-25) hours:
Employee Only: $~~448~~ 513 - $~~560~~ 641
Employee + 1 Dependent: $~~895~~ 1,025 - $1,~~119~~ 281
Employee + 2 or more Dependents: $1,~~182~~ 353 - $1,~~478~~ 691

Effective for the 2027 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time and Regular Part-Time employees working thirty 30-35 hours:

Employee Only: $1,077
Employee + 1 Dependent: $2,151
Employee + 2 or more Dependents: $2,842

For Regular Part-Time Employees working twenty (20-25 hours:
Employee Only: $~~448~~ 539 - $~~560~~ 673
Employee + 1 Dependent: $~~895~~ 1,076 - $1,~~119~~ 344
Employee + 2 or more Dependents: $1,~~182~~ 421 - $1,~~478~~ 776

Effective for the 2028 plan year, the City shall contribute to each eligible employee's cafeteria plan, an amount equal to the following, minus the Minimum Employer Contribution:

For Regular Full-Time and Regular Part-Time employees working thirty (30) to thirty-five (35)

hours:

Employee Only: $1,131
Employee + 1 Dependent: $2,259
Employee + 2 or more Dependents: $2,985

For Regular Part-Time Employees working twenty ~~to twenty-five~~ (20) to twenty-five (25) hours:
Employee Only: $~~448~~ 566 - $~~560~~ 707
Employee + 1 Dependent: $~~895~~ 1,130 - $1,~~119~~ 412
Employee + 2 or more Dependents: $1,~~182~~ 493 - $1,~~478~~ 866

~~B.~~ **4.** Cash-in-Lieu and Cafeteria Plan Cash Back:
Regular full time and regular part time thirty to thirty-five (30-35) hour e~~E~~mployees electing not to participate in the City's cafeteria plan and waiving all medical, dental, and vision benefits, will receive four hundred fifty dollars ($450.00) "cash-in-lieu" of benefits, which includes the PEMCHA minimum per S~~s~~ection III. A.1 above. Employees who participate in the cafeteria plan but who do not utilize the full benefit allowance, may receive up to four hundred fifty dollars ($450.00) per month of any money not used for the purchase of employer-offered benefits. Cash-in-lieu and cafeteria plan "cash back" will be paid to the employee in taxable compensation.

For Regular Part-Time Employees working thirty to thirty-five (30-35) hours this amount will be three hundred thirty-eight dollars ($338.00) to three hundred ninety-four dollars ($394.00).
For Regular Part-Time Employees working twenty to twenty-five (20-25) hours this amount will be two hundred twenty-five dollars ($225.00) to two hundred eighty-one dollars ($281.00).

~~C.~~ 5. All regular full-time employees in the Confidential Group shall receive an allowance of up to hundred dollars ($100) per month intended to be used towards the cost of health care premiums, long-term disability premiums, and/or reimbursement for medical, dental, vision, and prescription expenses. All regular part-time employees in the Confidential Group shall receive an allowance of up to seventy-five dollars ($75.00) for thirty to thirty-five - (30-35) hour employees and up to fifty dollars ($50.00) for twenty to twenty-five (20-25) hour employees. This allowance will be reported as taxable income and provided to employees based on the following criteria:

~~1.~~i. An employee must be in a paid status (on the payroll) in order to receive the allowance. During any unprotected leave of absence without pay, an employee is not eligible to receive the health care benefit allowance.

~~2.~~ii. Employees appointed to a classification covered by this Compensation Plan will be eligible for the health and welfare benefit on the first of the month coincident to or immediately following appointment.

~~3.~~iii. When an employee is terminated or in an unpaid leave status, the health and welfare benefit shall be paid on a monthly pro-rata. To qualify for pro- rata pay, the employee must serve fifty percent (50%) ~~percent~~ of the working days in the pro-~~-~~rated month.

~~D. The City will explore alternatives to the CalPERS health program, in the interest of offering comprehensive and competitively priced health insurance alternatives to employees.~~

B. Life Insurance

The City shall provide fifty thousand dollars ($~~20~~50,000.00) term life insurance coverage for all Confidential employees. ~~Effective July 1, 2022, this amount will increase to $50,000 for regular full-time and regular part-time employees.~~ Additional life insurance can be purchased at the employee's option on an after-tax payroll deduction basis.

C. Short-Term Disability

The City shall continue to offer the State Disability Insurance (SDI) program. Employees shall pay any costs associated with the SDI program.

IV. ACTING / SPECIAL ASSIGNMENT PAY

A. Employees may be assigned to perform the duties of a regular position in a higher classification on a temporary basis. Such assignments shall be termed "acting assignments" and shall be made subject to the following conditions:

1. Acting assignments shall be made by the department head only, with City Manager approval, and shall be made with written notification to the acting employee.

   Acting assignments that fall within the definition of "out of class assignments" per Gov. Code section 20480 of the Public Employees' Retirement Law (PERL) shall not exceed nine hundred sixty (960) hours in a fiscal year. For purposes of this section an "out of class assignment" is an appointment to an upgraded position or higher classification in a vacant position for a limited duration. For purposes of this section "vacant position" refers to a position that is vacant during recruitment for a permanent appointment. A vacant position does not refer to a position that is temporarily available due to another employee's leave of absence.

2. Acting assignments shall be made only in those instances where the acting

employee is required to perform all or substantially all of the duties and responsibilities of the higher level position for which the employee is acting.

3. Confidential employees will be eligible for premium pay of five percent (5%) over base salary or the bottom of the higher classification, whichever is greater while acting in a higher classification when assigned and prescribed by the department head, with City Manager approval. An employee shall not receive an increase that is higher than the top of the range of the higher classification.

4. For a planned absence, acting pay shall be effective the date the employee assumes the duties of the higher position, provided ~~he/she~~they ~~is~~ are designated in writing by the department head either before or after the employee begins the acting assignment.

5. For an unplanned absence, acting pay shall be paid effective five (5) consecutive working days from the absence, provided that the employee is designated in writing by the department head to the acting assignment. Nothing in this section shall preclude the temporary assignment of an employee to perform some of the duties of a higher classification for the purpose of providing training in the work of the higher classification. Such temporary training assignment shall not constitute acting assignment within the meaning of this section.

It is understood that the provisions of this section shall not be interpreted as requiring the City to fill each temporary vacancy by an acting assignment.

B. The City agrees to pay regular full-time employees bilingual assignment pay of one hundred dollars ($100.00) per month. Regular part-time employees scheduled to work thirty to thirty-five (30-35) hours per week will receive bilingual assignment pay of seventy-five dollars ($75.00) per month and regular part- time employees scheduled to work twenty to twenty-five (20-25) hours per week will receive bilingual assignment pay of fifty dollars ($50.00) per month. Eligibility for bilingual assignment pay shall be based on the provisions outlined in Administrative Regulation 0522.

V. PRORATION OF HOLIDAY, GENERAL, AND BEREAVEMENT LEAVE ACCRUALS FOR REGULAR PART-TIME EMPLOYEES (RPT)

Regular part-time employees will receive prorated holiday, general, and bereavement leave accruals based on the actual hours worked or budgeted to work. For example, an RPT employee who works thirty-five (35) hours per week will receive seven (7) hours of pay per holiday. An RPT employee who works twenty-four (24) hours per week will receive four and eight tenths (4.8) hours of pay per holiday. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

VI. HOLIDAYS

A. Holidays

The following days shall be recognized as municipal holidays for pay purposes for regular full-time and regular part-time employees within the Confidential Employee Group:

- January 1, New Year's Day
- Third Monday in January, Martin Luther King, Jr. Day
- Third Monday in February, Presidents Day
- Last Monday in May, Memorial Day
- June 19, Juneteenth
- July 4, Independence Day
- First Monday in September, Labor Day
- November 11, Veterans Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- December 24, Christmas Eve Day December 25, Christmas Day
- Two Floating Holidays, to be scheduled subject to department head approval

When any day recognized as a holiday by the City falls on a Sunday, the following Monday shall be considered the holiday. When any day recognized as a holiday by the City falls on a Saturday, the preceding Friday shall be considered the holiday.

B. The floating holidays must be scheduled and used during the fiscal year.

C. If an employee's hire date falls between July 1 and December 31, the employee will be eligible for the floating holidays during the current fiscal year. If an employee's hire date falls between January 1 and June 30, the employee will be eligible for the floating holidays beginning July 1, in the next fiscal year.

D. Holidays shall not be carried over from one fiscal year to another. Upon separation, any unused holiday cannot be converted to cash.

E. Holiday Compensation

Regular full-time employees will receive eight (8) hours of pay for each holiday that falls on a scheduled workday.

With the continuation of the nine/eighty (9/80) bi-weekly work schedule, Closed Holiday Credits and debits will be calculated for each employee by Payroll and will be funded in the employee's Floating Holiday Bank on July 1 for the current fiscal year. Closed Holiday Credits are subject to all the benefits and restrictions of a Floating Holiday. They have no cash value and cannot be carried over from one fiscal year to the next fiscal year. If the employee separates from service before the end of the fiscal year, no further adjustments in the Closed Holiday Credits will be made.

If the employee does not have any accrued leave available to be charged for the additional hour(s) for the holiday, the employee shall be charged with leave without pay.

Regular part-time employees will receive pro-ration of holidays in accordance with

Section V. above and as listed below:

Work Schedule	Holiday Pay
30-35 work hours	6-7 hours per holiday
20-25 work hours	4-5 hours per holiday

The regular part-time employee's Closed Holiday Credits will be determined by Payroll in the same manner as the full-time employee. The Closed Holiday Credits are prorated according to the actual hours worked or budgeted to work. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

VII. BEREAVEMENT AND REPRODUCTIVE LOSS LEAVE

A. Regular full-time employees may be granted up to a maximum of forty (40) hours of paid bereavement leave where there has been a death of a ~~husband, wife~~spouse, registered domestic partner, ~~sister, brother~~sibling, ~~mother, stepmother, father, stepfather~~parent, stepparent grandparent, grandchild, grandparent-in-law, ~~mother-in-law, father~~parent-in-law, ~~sister~~sibling-in-law, ~~brother-in-law~~, ~~son~~child- in-law, ~~or daughter-in-law~~ of an employee. A maximum of eighty (80) hours of paid bereavement leave may be granted for the death of a ~~son, daughter~~biological child, adoptive child, or step child ~~son, or stepdaughter.~~

B. Reproductive Loss Leave

Regular full-time employees may be granted reproductive loss leave of five (5) days where there has been a reproductive loss event such as miscarriage, stillbirth, failed adoption, or failed surrogacy of the employee, employee's spouse, or employee's registered domestic partner.

Reproductive loss leave is an unpaid protected leave and may be granted in five (5) day increments for each reproductive loss event up to a maximum of twenty (20) days in any twelve (12) month period.

Regular part-time employees shall be eligible for prorated bereavement and repoductive loss leave in accordance with Section V. above and as listed below:

Work Schedule	Prorated Bereavement and Reproductive Loss Leave
30-35 work hours	up to a maximum of 30-35 hours
20-25 work hours	up to a maximum of 20-25 hours

VIII. GENERAL LEAVE

The General Leave Plan shall provide compensated leave for those eligible employees who are absent from duty because of illness, death in the family not covered under

bereavement leave, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation. The General Leave Plan is attached to the Compensation and Benefit Plan as Attachment B.

~~**E. COVID-Related Temporary Benefits:** Employees subject to the Plan that did not use EPAL or only partially used EPAL between March 17, 2020 and April 30, 2020 are eligible for up to 120 hours of Additional Administrative Leave ("AAL"). Full time employees are eligible for up to 120 hours of AAL based on 3 weeks of regularly scheduled full time hours (40 hours per week) with part time employees eligible for a prorated amount of AAL based on 3 weeks of regularly scheduled part- time hours. AAL will be reduced proportionately by the amount of EPAL that the employee used. For example, if a full time employee subject to the Plan partially worked between March 17, 2020 and April 30, 2020, but still utilized 60 hours of~~

~~EPAL, that employee would have 60 hours of AAL, while if a part time employee subject to the Plan that is regularly scheduled for 30 hours per week (and is thus eligible for up to 90 hours of AAL) utilized 60 hours of EPAL, that employee would have 30 hours of AAL. AAL has no cash value and must be used by December 31, 2022. Any AAL remaining on January 1, 2023 will be removed and no longer available for use.~~

IX. CONFIDENTIAL LEAVE

All regular full-time employees may be granted a maximum of twenty (20) hours of confidential leave with pay each fiscal year. These hours may be allocated to each employee by the employee's direct supervisor with approval by the City Manager.

All part-time employees may be granted confidential leave proportionally to the assigned work hours as allocated by the employee's direct supervisor with approval by the City Manager.

X. RETIREMENT BENEFITS

A. Classic Members

1. All regular full-time and regular part-time confidential employees who were appointed prior to January 1, 2013 and all "Classic Members" (as defined by CalPERS) are referred herein either as "Classic Members" or as "Classic".

2. Classic Members shall be provided the two and one-half percent at fifty-five (2.5% at 55) formula in accordance with Government Code Section 21354.4 and the Public Employees' Pension Reform Act of 2013. In addition, Classic Members shall be provided with single year highest compensation, pre-retirement optional settlement level 2 death benefit, military service credit for prior service, and the indexed level 1959 survivor benefit options of the CalPERS pension plan.

3. All Classic Members will contribute the employee contribution rate of eight percent (8%) for the two and one-half percent at fifty-five (2.5% at 55) retirement benefit.

4. Additional Contribution Towards Employer Rate

   a. In addition, if the CalPERS Miscellaneous Plan employer actuarial rate for the two and one-half percent at fifty-five (2.5% at 55) formula exceeds ten percent (10.00%) to a maximum of sixteen and nine hundred thirty-six thousandths percent (16.936%), all Classic Members will contribute a percentage of salary towards the employer rate sufficient to equally share in the cost with the City. In the event that the employer rate for Classic Members exceeds sixteen and nine hundred thirty-six thousandths percent

(16.936%), the City shall be responsible for any increase above sixteen and nine hundred thirty-six thousandths percent (16.936%). In subsequent years of the pay plan, if the rate over ten percent (10.00%) decreases the percentage of

salary that Classic Members contribute towards the employer rate will be reduced by the above formula. Employer rate reductions below 10% will not be shared under the above formula.

b. The following is for illustrative purposes only:

If the CalPERS Miscellaneous Plan two and one-half percent at fifty-five (2.5% at 55) formula employer actuarial rate increases three percent (3.0%) , each Classic Member would contribute one and one-half percent (1.50%) of their salary to pay towards the employer rate for the retirement benefit.

The City would then be responsible for matching one and one-half percent (1.50%). If during the subsequent years of this pay plan, the rate decreased three percen (3.0%), each Classic Member would no longer contribute the additional one and one-half percent (1.50%) of their salary towards the employer rate to pay for the retirement benefit.

B. PEPRA Members

1. Regular full-time and regular part-time confidential employees who were appointed on or after January 1, 2013 and who are "PEPRA Members" (as defined by CalPERS) will contribute half the normal cost of the two percent at sixty-two (2.0% at 62) plan as required by the Public Employees' Pension Reform Act of 2013.

2. Additional Contribution Towards Employer Rate

a. In addition, PEPRA Members will contribute the same percentage for the employer rate as Classic Members pay .

b. The following is for illustrative purposes only:

If Classic Members pay three and four hundred sixty-eight thousandths percent (3.468%) of the employer rate, PEPRA Members will pay a total of three and four hundred sixty-eight thousandths percent (3.468%) of the employer rate. If the employee rate for PEPRA Members is seven and seventy-five hundredths percent (67.2575%), in this example PEPRA Members would pay the seven and seventy-five hundredths percent (67.2575%) employee rate plus an additional three and four hundred sixty-eight thousandths percent (3.468%) towards the employer rate for a total of eleven and two hundred eighteen thousandths percent (911.718218%.)

3. The City shall provide the single highest year compensation option to Classic members. The City shall provide the three (3) -year average compensation

requirement to PEPRA members.

XI. ~~WORKING~~ HOURS OF WORK

A. Work Schedule

Regular full-time Confidential employees shall work forty (40) hours per week on weekdays on a nine/eighty (9/80) work schedule with alternating Fridays off. The City Manager may revise

the standard work schedule upon reasonable notice.

Regular part-time Confidential employees work schedules shall be determined by the Department Head and designated at thirty (30) to thirty-five (35) hours per week or twenty (20) to twenty-five (25) hours per week.

B. Flex Time

Flex time hours will be subject to prior approval of the Department Head.

C. Alternate Work Schedule

Alternatives to the nine eighty (9/80) work schedule ~~(including the voluntary (9/76 work schedule as described in Attachment DC)~~ will be subject to the approval of the City Manager and Department Head.

D. Holiday Work Schedule

1. City offices will be closed for business during the December holiday season. Non-essential employees, as determined by the City Manager, will participate in a four (4) -day furlough. Employees in the Confidential Employee Group will be allowed to use accrued general leave, floating holiday, and/or leave without pay ~~comp time~~ during the furlough. Compensatory time may not be used during the furlough.

2. Eligible employees on leave of absence without pay due to the furlough shall be paid holiday pay for holidays occurring during the furlough. Employees on an approved leave of absence without pay that started before December 10 and extends through or beyond December 31 will not be affected by the furlough and will not be eligible for holiday pay.

3. Employees who elect a leave of absence without pay for the furlough may request up to a four (4) -day salary advance. ~~The salary advance must be required by June 1 preceding the furlough.~~ Repayment of a salary advance for the furlough may be spread over a period of time provided that:

    a. ~~There is two weeks advance notice to payroll, and~~the salary advance is submitted to payroll by June 1 preceding the furlough.

    b. The salary advance is fully repaid no later than the last full pay period of the calendar year, so all payments occur within the same calendar and fiscal year of the furlough, and

    c. Repayments begin no earlier than July 1 of the impacted calendar year.

~~4.~~ Salary advances for regular part-time employees may be up to the amount of hours the employee is regularly scheduled to work during non-furlough workweeks. ~~shall be as follows:~~

4. Schedules of twenty (20) to twenty-five (25) hours may receive an advance of sixteen (16) hours pay and schedules of thirty (30) to thirty-five (35) hours may receive an advance of twenty-four (24) hours pay.

XII. OVERTIME

Work performed by non-exempt full-time employees and non-exempt regular part-time employees in excess of the forty (40) hour work week shall be considered overtime work.

Confidential employees shall be compensated for authorized overtime at time and one- half the hourly rate in the form of overtime pay. Employees may receive compensatory time off in lieu of overtime pay up to a maximum of eighty (80) hours. An employee who has accrued the maximum number of compensatory hours shall receive overtime pay for any additional overtime hours.

Accrued compensatory time may be used by an employee at their discretion, subject to the approval of the department head.

Accrued compensatory time in each calendar year shall be paid out in the last full pay period of December of that same calendar year. Compensatory time may not be accrued between the date of the end of the last full pay period in December and December 31st. Time worked during that time period will be paid.

A. Unscheduled Overtime - Call Back Pay

An employee who has been notified less than twenty-four (24) hours in advance to return to work on overtime shall receive, upon reporting, a minimum of two (2) hours work at the overtime rate, or if two (2) hours work is not furnished, a minimum of two (2) hours pay at the overtime rate. If two (2) hours of work is not furnished and the employee is released then called back and returns to work within the same two
(2) hour time period, only one (1) minimum shall apply.

An employee who has been notified less than twenty-four (24) hours in advance to return to work on overtime between 6:00 p.m. and 6:00 a.m., holidays, or scheduled days off, shall receive, upon reporting, a minimum of three (3) hours work at the overtime rate or if three (3) hours work is not furnished, a minimum of three (3) hours pay at the overtime rate. If three (3) hours of work is not furnished and the employee is released then called back and returns to work within the same ~~(3)~~ three (3) hour period, only one (1) minimum shall apply.

XIII. EDUCATIONAL REIMBURSEMENT

A. Job-related Training

1. The City Manager with a recommendation from the Department Head may authorize reimbursement up to one hundred percent (100%) of the cost for professional courses and programs that are directly related to the employee's job or which will prepare the employee for advancement or acceptance of greater responsibility. A certificate of completion or a passing course grade must be attained for reimbursement.

B. Plan and Agreement for a College Degree Program

1. In addition to job-related training, the City Manager with a recommendation from the Department Head may authorize reimbursement for up to ten thousand dollars ($10,000.00) of the cost for tuition fees and required text books for a college degree program directly related to the employee's job which will prepare the employee for advancement or acceptance of greater responsibility provided that the employee attains a course grade of "C" or a passing grade as defined by the degree program if that requirement is higher than a "C" grade.

2. If an employee receives more than five thousand dollars ($5,000.00) dollars during their term of employment with the City of Newark in a college degree program, the employee is required to sign an Educational Reimbursement Plan Agreement in order to qualify for and to participate in the Educational Reimbursement College Degree Program. The employee is then subject to the Educational Reimbursement Plan and Agreement for a College Degree Program as follows:

   a. Employee will maintain employment with the City of Newark for a period of five years after completion of the last class taken under the Education Reimbursement Plan; and

   b. In the event that employee leaves the City of Newark and does not complete the ~~five year~~five-year employment period, employee warrants that ~~he/she~~ they will reimburse to the City all money paid, ~~(~~up to ten thousand dollars ($10,000.00) under the Educational Reimbursement Plan as follows:

      i. One hundred percent (100%) of money paid if the employee voluntarily leaves city employment in the first year after completion of the last class taken under the Educational Reimbursement Plan.

      ii. Eighty percent (80%) of money paid if the employee voluntarily leaves city employment in the second year after completion of the last class taken under the Educational Reimbursement Plan.

iii. Sixty percent (60%) of money paid if the employee voluntarily leaves city employment in the third year after completion of the last class taken under the Educational Reimbursement Plan.

iv. Forty percent (40%) of money paid if the employee voluntarily leaves city employment in the fourth year after completion of the last class taken under the Educational Reimbursement Plan.

v. Twenty percent (20%) of money paid if the employee voluntarily leaves city employment in the fifth year after completion of the last ~~class~~class, taken under the Educational Reimbursement Plan.

vi. After five (5) years following completion of the last class taken under the Educational Reimbursement Plan, employee owes no further monetary obligation to the City of Newark for participation in the Educational Reimbursement Plan.

3. To qualify for the Educational Reimbursement College Degree Program, degree program courses must be received from an accredited institution as identified on the U.S. Department of Education's List of Nationally Recognized Accrediting Agencies or the Council for Higher Education Accreditation's (CHEA) List of Participating and Recognized Organizations.

C. It is the intent of this policy that all employees, though eligible for reimbursement of expenses, shall carry out their educational programs on their own personal time. In the event that some activity of the educational program is to take place during the employee's duty hours, it shall be the responsibility of the employee to make the necessary arrangements for personal time off.

In this regard, the employee may make whatever arrangements are possible; however, the needs of the Department shall be of primary consideration in these situations.

This policy is not intended to serve as a directive to employees to conduct personal education programs beyond the programs required and/or provided by the City. The course work referred to here is that which is undertaken voluntarily by the employee and not subject to remuneration under provisions of the Fair Labor Standards Act.

XIV. RECREATION BENEFITS

Employees and their spouses or registered domestic partners and up to two (2) children or grandchildren living in the same household, twenty-six (26) years of age and under, may use the gym, exercise equipment and aquatic facilities (excluding classes and facility rentals) at the Silliman Community Activity and Family Aquatic Center free of charge.

Employees, their spouses or registered domestic partners, and their children and grandchildren twenty-six (26) years of age and under, will receive resident rates for class registration and facility rentals.

XV. IMPLEMENTATION OF SECTION 414(h)(2) OF THE UNITED STATES INTERNAL REVENUE CODE

A. Pick-up of Employee Contributions

1. Pursuant to the provisions of this Agreement, the City shall make employee

contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the City in lieu of employee contributions.

2. Employee contributions made under paragraph 1 shall be paid from the same source of funds as used in paying the wages to affected employees.

3. Employee contributions made by the City under paragraph 1 shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.

4. The employee does not have the option to receive the City's contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system.

B. Wage Adjustment

Notwithstanding any provision in the current agreement to the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the City pursuant to the provisions hereof.

C. Limitations to Operability

Section XIV. shall be operative only as long as the City of Newark pick-up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

ATTACHMENT A

REGULAR FULL-TIME/PART-TIME CLASSIFICATIONS

~~Confidential Employee Group~~

~~Classifications~~

Accounting Technician I Confidential

Accounting Technician II Confidential

Administrative Assistant

Executive Assistant

Human Resources Technician

~~ATTACHMENT B~~

~~Salary List Effective 07/01/2022 *Monthly salaries are based on a 40-hour workweek.~~

~~SALARY RANGE SCHEDULE~~

~~ACCOUNTING TECHNICIAN I~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$40.13~~	~~$41.33~~	~~$42.57~~
	~~2~~	~~$41.93~~	~~$43.19~~	~~$44.49~~
	~~3~~	~~$43.82~~	~~$45.13~~	~~$46.48~~
	~~4~~	~~$45.73~~	~~$47.10~~	~~$48.51~~
	~~5~~	~~$47.83~~	~~$49.26~~	~~$50.74~~

~~ACCOUNTING TECHNICIAN II~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$44.15~~	~~$45.47~~	~~$46.83~~
	~~2~~	~~$46.12~~	~~$47.50~~	~~$48.93~~
	~~3~~	~~$48.19~~	~~$49.64~~	~~$51.13~~
	~~4~~	~~$50.30~~	~~$51.81~~	~~$53.36~~
	~~5~~	~~$52.61~~	~~$54.19~~	~~$55.82~~

~~ADMINISTRATIVE ASSISTANT~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$40.01~~	~~$41.21~~	~~$42.45~~
	~~2~~	~~$41.98~~	~~$43.24~~	~~$44.54~~
	~~3~~	~~$44.05~~	~~$45.37~~	~~$46.73~~
	~~4~~	~~$46.24~~	~~$47.63~~	~~$49.06~~
	~~5~~	~~$48.59~~	~~$50.05~~	~~$51.55~~

~~EXECUTIVE ASSISTANT~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$44.48~~	~~$45.81~~	~~$47.18~~
	~~2~~	~~$46.66~~	~~$48.06~~	~~$49.50~~
	~~3~~	~~$48.98~~	~~$50.45~~	~~$51.96~~
	~~4~~	~~$51.42~~	~~$52.96~~	~~$54.55~~
	~~5~~	~~$53.96~~	~~$55.58~~	~~$57.25~~

~~HUMAN RESOURCES TECHNICIAN~~	~~Step Code~~	~~FY 2023~~	~~FY 2024~~	~~FY 2025~~
	~~1~~	~~$40.86~~	~~$42.09~~	~~$43.35~~
	~~2~~	~~$42.86~~	~~$44.15~~	~~$45.47~~
	~~3~~	~~$45.00~~	~~$46.35~~	~~$47.74~~
	~~4~~	~~$47.22~~	~~$48.64~~	~~$50.10~~
	~~5~~	~~$49.59~~	~~$51.08~~	~~$52.61~~

ATTACHMENT ~~C~~B

GENERAL LEAVE PLAN
FOR CONFIDENTIAL EMPLOYEE GROUP

I. DEFINITION

General Leave is compensated leave for those eligible employees who are absent from duty because of illness, death in the family, medical or dental care appointments, family care, personal reasons or who utilize the time off as vacation.

II. APPLICABILITY

The General Leave Plan shall apply to regular full-time employees in the Confidential Employee Group. Regular part-time employees in the Confidential Group shall be eligible for prorated general leave based on actual hours worked or budgeted to work. For example, an RPT employee with one (1) year of City service who works thirty-five (35) hours per week will receive one hundred sixty-one (161) hours of general leave per year. An RPT employee who works twenty-four (24) hours per week will receive one hundred ten and four-tenths (110.4) hours of general leave per year. If actual hours worked differ from hours budgeted to work, the lesser number of hours will be used as the basis for proration.

For payroll implementation, hours/accruals in excess of those based on a twenty (20) or thirty (30) hour workweek will be reimbursed to RPT employees on a quarterly basis until the process is automated.

III. GENERAL LEAVE CREDITS

A. Eligible Confidential employees shall be entitled to the following annual accrual in accordance with Section II above.

Years of Annual Completed Service	Annual Leave Accrual Full Time	RPT 30-35	RPT 20-25
1 through 9	184 hrs (23 days)	138-161 hrs	92-115 hrs
10 through 14	224 hrs (28 days)	168-196 hrs	112-140 hrs
15 through 19	240 hrs (30 days)	180-210 hrs	120-150 hrs
20 or more	264 hrs (33 days)	198-231 hrs	132-165 hrs

B. General Leave shall be accrued in working hours on a semi-monthly basis.

C. General Leave credits are not earned during periods of unpaid leave. During an absence without pay which extends more than fourteen (14) calendar days during a calendar month, the employee shall not accrue General Leave credits.

D. General Leave During First Year: Beginning on the ninetieth (90th) ~~th~~ day of employment, regular employees shall be eligible to earn General Leave credits. Upon the completion of said period of service, regular full-time employees shall be credited with forty-six (46) working hours of General Leave and shall thereafter accrue General Leave at the rate of 7.6667 hours semi- monthly for the remainder of the first year and as provided in Item A, Section III, above.

Beginning on the ninetieth (90th) ~~th~~ day of employment, regular part-time employees shall be credited with prorated general leave in accordance with Section II above and shall thereafter accrue prorated General Leave as provided in Item A, Section III above.

E. Maximum Accumulation: General Leave credits may be accumulated according to the following schedule:

Years of Service	FT Max. accrual	RPT 30-35	RPT 20-25
1 - 9	368 hours (46 days)	276-322 hrs	184-230 hrs
10 - 14	448 hours (56 days)	336-392 hrs	224-280 hrs
15 - 19	480 hours (60 days)	360-420 hrs	240-300 hrs
20 or more	528 hours (66 days)	396-462 hrs	264-330 hrs

When maximum accrual limits have been reached, excess General Leave credits earned shall be transferred to the Rollover Leave bank on a quarterly basis. Rollover Leave may be used in order to provide security against an employee's extended illness and may not be used for retirement service credit.

Exceptions to the maximum accrual limits may be approved by the City Manager under special circumstances. Requests to exceed maximum accrual limits must be submitted through the Department Head to the City Manager prior to reaching maximum accrual.

IV. GENERAL LEAVE IMPLEMENTATION

At the time an employee becomes eligible for General Leave, any unused leave credits shall be transitioned to General Leave as follows:

A. Vacation Leave Credits: All unused vacation leave credits shall be converted to General Leave credits on an hour-for-hour basis.

B. Sick Leave Credits: All unused sick leave credits shall be maintained in a sick leave bank to be used in accordance with the provisions of the General Leave Plan. Accrued time in the sick leave bank shall not be compensated for in any manner except as used for sick leave or retirement service credit.

C. At time of conversion to General Leave, if vacation credits exceed General Leave accrual limit, a plan shall be developed to reduce converted vacation leave credits to the General Leave accrual limits within six (6) months. A longer period to reduce converted vacation leave credits may be approved by the City Manager under special circumstances.

V. GENERAL LEAVE USAGE

Request and Approval: Department Heads are responsible for arranging leave schedules so that adequate personnel are available to carry on city work. The use of General Leave shall require approval of the Department Head or their designee and shall be governed by the current Personnel Rules dealing with leaves unless specifically covered by this Plan document. Whenever possible, General Leave requests must be approved in advance of the days to be taken as General Leave. The procedure for requesting the use of General Leave shall be as follows:

A. General Leave (Non-medical): Any leave that can be reasonably forecast or anticipated such as vacation, care of children, personal business, etc. shall require prior approval of the Department Head, or the employee's supervisor. The time and amount of General Leave to be taken for non- medical purposes shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of the City.

B. General Leave (Medical): An unscheduled absence from work due to an employee's illness shall be referred to as General Leave for medical reasons. The Department Head may require an employee to furnish satisfactory evidence justifying the need to be absent from work for medical reasons. The provisions of A.R. 0513 on sick leave usage shall apply to employees using General Leave for medical reasons. The Department Head shall make the determination and final approval of unscheduled General Leave for medical reasons.

C. An employee may request General Leave for an unanticipated absence from work (e.g. medical, car trouble, care of children, bereavement, etc.) by notifying their supervisor within one (1) hour after the time set for reporting to work on the first day of such leave and as often thereafter as directed by their supervisor. Final approval for an unanticipated, unscheduled absence shall require Department Head approval. Failure to request an unscheduled leave in the manner described may result in lost work time charged as leave without pay or unauthorized leave of

absence. Inappropriate use of unscheduled leave may be grounds for corrective action consistent with current practice.

D. Any employee who is absent from work on an unscheduled leave shall not engage in work or other activities which will inhibit their ability to return to work at the earliest possible time.

E. Medical examination by the City's examining physician may be requested by the ~~Department Head~~Human Resources Department after prolonged, serious, or repetitious illness, injury, or major surgery. An employee's return to duty following illness or injury is subject to the approval of the Department Head or ~~City Manager~~Human Resources Director or designee based upon medical information supplied by the employee's physician and/or the City's physician.

F. On-the-job Injury: An employee absent from work because of a temporary disability which is defined as industrial under the Workers' Compensation Act may charge General Leave credits (or unused sick leave, if approved by the City Manager) in an amount necessary to make up the difference between the employee's regular pay and the amount payable to the employee as temporary disability payments from the Workers' Compensation Insurance Plan of the City.

G. Use of General Leave When Permanently Incapacitated: General Leave shall not be used to continue employment of any employee after it has been determined that such employee is permanently incapacitated from returning to employment and is eligible for disability retirement.

H. Sick Leave Bank: A sick leave bank shall be established during the implementation of this program for each employee eligible for General Leave. When an employee becomes eligible for General Leave, any unused sick leave credits will be maintained in this account. Employees may transfer General Leave credits to their sick leave bank in accordance with Section VI of the General Leave Plan.

I. Use of Sick Leave Bank:

1. Upon approval of the City Manager, an employee whose absence is due to illness or injury which qualifies for Family Medical Leave Act (FMLA) or other legally-protected leave, may use unused sick leave balances for absences due to further illness or injury prior to using further General Leave in that fiscal year.

2. Upon approval of the City Manager, an employee whose absence is due to illness or injury for more than five (5) consecutive work days for any one occurrence may use unused sick leave balances for absences due to further illness or injury for that particular medical condition prior to using further General Leave.

3. Upon approval of the City Manager, an employee who has exhausted all General Leave credits may be granted the use of unused sick leave balances for a medical purpose. The City Manager may impose up to a five (5) workday waiting period based upon a review of the employee's General Leave usage.

VI. GENERAL LEAVE CONVERSION TO PAY ~~OR SICK LEAVE~~

~~A. Buy-Back: Upon using one-half of General Leave credits accrued during the 12-month period from July 1 through June 30 of the prior fiscal year, a regular full-time employee may request to receive pay for up to a total of eighty (80) hours of General Leave per fiscal year (sixty (60) to seventy (70) hours for 30-35 hour employees and forty (40) to fifty (50) hours for 20-25 hour employees) in hourly increments at the current hourly salary rate. To be eligible for General Leave conversion to cash, an employee must have a minimum of 10 days (80 hours for full-time or prorated for RPT) of General Leave credits remaining after the conversion. Requests for General Leave buy-back may be made up to two times per fiscal year in October and/or April for payment on December 15 and/or June 15 or may be deferred into one of the City sponsored deferred compensation plans within IRS limitations.~~

~~For calendar year 2022 only, the total amount of general leave allowed for conversion will be increased one time to 120 hours for regular full-time employees,~~

~~Effective November 2022~~ By December 1 of each calendar year, eligible employees who want to cash-out general leave in the following calendar year, shall make an irrevocable election ~~to cash out~~for general leave buy-back in the next calendar year, subject to the conditions set forth below:

- For regular full-time employees: the employee may ~~cash out~~elect up to eighty (80) hours of general leave buy-back.
- For regular thirty (30) to thirty-five (35) hour part-time employees: The employee may ~~cash out~~elect up to sixty (60) to seventy- (70) hours of ~~vacation~~general leave buy-back.
- For regular twenty (20) to twenty-five (25) hour part-time employees: The employee may ~~cash out~~elect up to forty (40) to fifty- (50) hours of ~~vacation~~general leave buy-back.
- To be eligible ~~to cash out~~for general leave buy-back, the employee must have used at least one-half (0.5) of the vacation time accrued during the twelve (12)-month period preceding December.
- Employees must have a minimum of ten (10) days (eighty (80) hours for full-time or prorated for part-time) remaining in general leave accruals at the time of ~~cash out~~buy-back.

- Employees must submit their General Leave Buy-Back Request Form to Payroll by the preceding December 1. This is an irrevocable election by the employee.

VII. GENERAL LEAVE AT TERMINATION

A. An eligible employee whose employment with the City terminates shall be paid for any unused General Leave. Payment for unused General Leave shall be made at the hourly rate of pay in effect for such employee at the time of separation.

B. When termination is caused by the death of an employee, pay for unused General Leave shall be paid to the beneficiary the employee has designated. Such designation shall be in writing, signed by the employee and filed with the Human Resources Office. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

VII. HOLIDAYS DURING GENERAL LEAVE

When a day designated and observed by the City as a holiday occurs on a day on which an employee is taking General Leave, such employee shall not be charged as using General Leave for that day. The employee's compensation for that day shall be holiday pay.

~~ATTACHMENT D~~ C

~~VOLUNTARY 9/76 WORK SCHEDULE~~

~~Participation in the voluntary /9/76 bi-weekly work schedule program is at the discretion of the department head and the City Manager.~~

~~The election for a /9/76 bi-weekly work schedule is permanent and the position will be budgeted at 38 hours per week. This results in a corresponding five percent (5%) bi-monthly pay reduction. Any future change back to a 40 hour per week position requires approval from the department head and City Manager.~~

~~A 38-hour work week will continue to be considered full-time. Employee benefits, leave accruals, seniority and layoff displacement rights will continue to be based on a full-time work schedule.~~

~~For Confidential Group employees, any hours worked in excess of 40 hours per week will be paid at overtime rates or in compensatory time.~~

~~To request a /9/76 bi-weekly work schedule, employees should contact Human Resources for an Employee Request Form, complete the form and submit it to their supervisor or department head~~

CITY OF NEWARK
Salary Schedule Effective 7/01/2025

	Step 1 Minimum			Step 2			Step 3			Step 4			Step 5 Maximum		
Classification	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual
Accountant	54.64	4,371.20	113,651.20	57.38	4,590.40	119,350.40	60.25	4,820.00	125,320.00	63.25	5,060.00	131,560.00	66.42	5,313.60	138,153.60
Accounting Assistant I	38.05	3,044.00	79,144.00	39.96	3,196.80	83,116.80	41.95	3,356.00	87,256.00	44.05	3,524.00	91,624.00	46.26	3,700.80	96,220.80
Accounting Assistant II	41.84	3,347.20	87,027.20	43.93	3,514.40	91,374.40	46.12	3,689.60	95,929.60	48.43	3,874.40	100,734.40	50.86	4,068.80	105,788.80
Accounting Technician I	44.27	3,541.60	92,081.60	46.49	3,719.20	96,699.20	48.81	3,904.80	101,524.80	51.25	4,100.00	106,600.00	53.81	4,304.80	111,924.80
Accounting Technician II	48.70	3,896.00	101,296.00	51.14	4,091.20	106,371.20	53.70	4,296.00	111,696.00	56.38	4,510.40	117,270.40	59.20	4,736.00	123,136.00
Administrative Assistant	44.15	3,532.00	91,832.00	46.35	3,708.00	96,408.00	48.67	3,893.60	101,233.60	51.11	4,088.80	106,308.80	53.66	4,292.80	111,612.80
Administrative Support Specialist I	34.48	2,758.40	71,718.40	36.20	2,896.00	75,296.00	38.01	3,040.80	79,060.80	39.92	3,193.60	83,033.60	41.90	3,352.00	87,152.00
Administrative Support Specialist II	37.63	3,010.40	78,270.40	39.51	3,160.80	82,180.80	41.49	3,319.20	86,299.20	43.56	3,484.80	90,604.80	45.74	3,659.20	95,139.20
Animal Control Officer	42.90	3,432.00	89,232.00	45.05	3,604.00	93,704.00	47.30	3,784.00	98,384.00	49.67	3,973.60	103,313.60	52.15	4,172.00	108,472.00
Assistant City Manager	126.92	10,153.60	263,993.60	Range 26									152.31	12,184.80	316,804.80
Assistant Engineer-Civil	57.38	4,590.40	119,350.40	60.25	4,820.00	125,320.00	63.26	5,060.80	131,580.80	66.41	5,312.80	138,132.80	69.74	5,579.20	145,059.20
Assistant Maintenance Superintendent	70.65	5,652.00	146,952.00	Range 14									84.78	6,782.40	176,342.40
Assistant Planner	51.64	4,131.20	107,411.20	54.22	4,337.60	112,777.60	56.93	4,554.40	118,414.40	59.77	4,781.60	124,321.60	62.76	5,020.80	130,540.80
Assistant to the City Manager	67.29	5,383.20	139,963.20	Range 13									80.75	6,460.00	167,960.00
Associate Civil Engineer	66.44	5,315.20	138,195.20	69.75	5,580.00	145,080.00	73.24	5,859.20	152,339.20	76.90	6,152.00	159,952.00	80.75	6,460.00	167,960.00
Associate Planner	59.10	4,728.00	122,928.00	62.07	4,965.60	129,105.60	65.17	5,213.60	135,553.60	68.42	5,473.60	142,313.60	71.84	5,747.20	149,427.20
Building Inspector I	56.07	4,485.60	116,625.60	58.87	4,709.60	122,449.60	61.82	4,945.60	128,585.60	64.91	5,192.80	135,012.80	68.15	5,452.00	141,752.00
Building Inspector II	58.87	4,709.60	122,449.60	61.82	4,945.60	128,585.60	64.91	5,192.80	135,012.80	68.15	5,452.00	141,752.00	71.56	5,724.80	148,844.80
Building Maintenance Mechanic I	42.01	3,360.80	87,380.80	44.13	3,530.40	91,790.40	46.32	3,705.60	96,345.60	48.65	3,892.00	101,192.00	51.08	4,086.40	106,246.40
Building Maintenance Mechanic II	46.28	3,702.40	96,262.40	48.59	3,887.20	101,067.20	51.03	4,082.40	106,142.40	53.59	4,287.20	111,467.20	56.25	4,500.00	117,000.00
Chief Building Official	96.75	7,740.00	201,240.00	Range 20									117.60	9,408.00	244,608.00
Chief Information Officer/Information Technology Director	115.12	9,209.60	239,449.60	Range 24									138.13	11,050.40	287,310.40
Child Care Instructor	28.15	2,252.00	58,552.00	29.58	2,366.40	61,526.40	31.06	2,484.80	64,604.80	32.61	2,608.80	67,828.80	34.27	2,741.60	71,281.60
City Clerk	81.80	6,544.00	170,144.00	Range 17									98.14	7,851.20	204,131.20
City Engineer	99.44	7,955.20	206,835.20	Range 21									119.33	9,546.40	248,206.40
City Manager													175.45	14,036.00	364,936.00
Communications and Public Engagement Manager	77.91	6,232.80	162,052.80	Range 16									93.49	7,479.20	194,459.20
Community Development Director	115.12	9,209.60	239,449.60	Range 24									138.13	11,050.40	287,310.40
Community Engagement Manager	67.93	5,434.40	141,294.40	Range 14									81.52	6,521.60	169,561.60
Community Preservation Manager	77.91	6,232.80	162,052.80	Range 16									93.49	7,479.20	194,459.20
Community Preservation Specialist	46.75	3,740.00	97,240.00	49.09	3,927.20	102,107.20	51.54	4,123.20	107,203.20	54.12	4,329.60	112,569.60	56.83	4,546.40	118,206.40
Community Service Officer	43.39	3,471.20	90,251.20	45.55	3,644.00	94,744.00	47.83	3,826.40	99,486.40	50.22	4,017.60	104,457.60	52.74	4,219.20	109,699.20
Crime Analyst	57.38	4,590.40	119,350.40	60.25	4,820.00	125,320.00	63.26	5,060.80	131,580.80	66.41	5,312.80	138,132.80	69.74	5,579.20	145,059.20
Deputy Community Development Director	96.75	7,740.00	201,240.00	Range 20									117.60	9,408.00	244,608.00
Deputy Economic Development Director	96.75	7,740.00	201,240.00	Range 20									117.60	9,408.00	244,608.00
Deputy Finance Director	96.75	7,740.00	201,240.00	Range 20									117.60	9,408.00	244,608.00
Engineering Technician I	48.39	3,871.20	100,651.20	50.81	4,064.80	105,684.80	53.35	4,268.00	110,968.00	56.01	4,480.80	116,500.80	58.82	4,705.60	122,345.60
Engineering Technician II	51.82	4,145.60	107,785.60	54.19	4,335.20	112,715.20	56.68	4,534.40	117,894.40	59.29	4,743.20	123,323.20	62.04	4,963.20	129,043.20
Environmental Services Manager	77.91	6,232.80	162,052.80	Range 16									93.49	7,479.20	194,459.20
Equipment Mechanic I	43.20	3,456.00	89,856.00	45.34	3,627.20	94,307.20	47.63	3,810.40	99,070.40	50.00	4,000.00	104,000.00	52.51	4,200.80	109,220.80
Equipment Mechanic II	47.56	3,804.80	98,924.80	49.93	3,994.40	103,854.40	52.44	4,195.20	109,075.20	55.06	4,404.80	114,524.80	57.79	4,623.20	120,203.20
Executive Assistant	49.07	3,925.60	102,065.60	51.52	4,121.60	107,161.60	54.10	4,328.00	112,528.00	56.80	4,544.00	118,144.00	59.64	4,771.20	124,051.20
Facilities Supervisor	63.84	5,107.20	132,787.20	67.03	5,362.40	139,422.40	70.39	5,631.20	146,411.20	73.90	5,912.00	153,712.00	77.59	6,207.20	161,387.20
Finance Director	115.12	9,209.60	239,449.60	Range 24									138.13	11,050.40	287,310.40
General Laborer	31.40	2,512.00	65,312.00	32.98	2,638.40	68,598.40	34.63	2,770.40	72,030.40	36.37	2,909.60	75,649.60	38.18	3,054.40	79,414.40
Housing Policies and Programs Manager	81.80	6,544.00	170,144.00	Range 17									98.14	7,851.20	204,131.20
Human Resources Director	115.12	9,209.60	239,449.60	Range 24									138.13	11,050.40	287,310.40
Human Resources Technician	45.08	3,606.40	93,766.40	47.34	3,787.20	98,467.20	49.70	3,976.00	103,376.00	52.19	4,175.20	108,555.20	54.80	4,384.00	113,984.00
Information Technology Analyst	60.27	4,821.60	125,361.60	63.27	5,061.60	131,601.60	66.45	5,316.00	138,216.00	69.76	5,580.80	145,100.80	73.25	5,860.00	152,360.00

CITY OF NEWARK

Salary Schedule Effective 7/01/2025

	Step 1 Minimum			Step 2			Step 3			Step 4			Step 5 Maximum		
Classification	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual
Information Technology Technician I	44.17	3,533.60	91,873.60	46.36	3,708.80	96,428.80	48.67	3,893.60	101,233.60	51.12	4,089.60	106,329.60	53.67	4,293.60	111,633.60
Information Technology Technician II	49.47	3,957.60	102,897.60	51.95	4,156.00	108,056.00	54.53	4,362.40	113,422.40	57.25	4,580.00	119,080.00	60.13	4,810.40	125,070.40
Junior Engineer-Civil	49.57	3,965.60	103,105.60	52.05	4,164.00	108,264.00	54.65	4,372.00	113,672.00	57.39	4,591.20	119,371.20	60.26	4,820.80	125,340.80
Landscape & Parks Maintenance Worker I	39.25	3,140.00	81,640.00	41.20	3,296.00	85,696.00	43.27	3,461.60	90,001.60	45.43	3,634.40	94,494.40	47.72	3,817.60	99,257.60
Landscape & Parks Maintenance Worker II	43.22	3,457.60	89,897.60	45.39	3,631.20	94,411.20	47.65	3,812.00	99,112.00	50.03	4,002.40	104,062.40	52.53	4,202.40	109,262.40
Landscape Inspector	40.33	3,226.40	83,886.40	42.34	3,387.20	88,067.20	44.46	3,556.80	92,476.80	46.68	3,734.40	97,094.40	49.00	3,920.00	101,920.00
Lead Childcare Instructor	32.40	2,592.00	67,392.00	34.01	2,720.80	70,740.80	35.73	2,858.40	74,318.40	37.52	3,001.60	78,041.60	39.42	3,153.60	81,993.60
Maintenance Superintendent	85.90	6,872.00	178,672.00	Range 18									103.07	8,245.60	214,385.60
Maintenance Supervisor	63.84	5,107.20	132,787.20	67.03	5,362.40	139,422.40	70.39	5,631.20	146,411.20	73.90	5,912.00	153,712.00	77.59	6,207.20	161,387.20
Management Analyst I	54.44	4,355.20	113,235.20	57.17	4,573.60	118,913.60	60.02	4,801.60	124,841.60	63.02	5,041.60	131,081.60	66.18	5,294.40	137,654.40
Management Analyst II	57.38	4,590.40	119,350.40	60.25	4,820.00	125,320.00	63.26	5,060.80	131,580.80	66.42	5,313.60	138,153.60	69.74	5,579.20	145,059.20
Permit Technician	43.88	3,510.40	91,270.40	46.07	3,685.60	95,825.60	48.37	3,869.60	100,609.60	50.79	4,063.20	105,643.20	53.33	4,266.40	110,926.40
Police Captain	100.41	8,032.80	208,852.80	Range 22									120.50	9,640.00	250,640.00
Police Chief	130.58	10,446.40	271,606.40	Range 26 - PD									156.70	12,536.00	325,936.00
Police Lieutenant	86.71	6,936.80	180,356.80	Range 19									104.05	8,324.00	216,424.00
Police Officer	63.11	5,048.80	131,268.80	66.27	5,301.60	137,841.60	69.58	5,566.40	144,726.40	73.06	5,844.80	151,964.80	76.71	6,136.80	159,556.80
Police Records Supervisor	48.39	3,871.20	100,651.20	50.80	4,064.00	105,664.00	53.34	4,267.20	110,947.20	56.01	4,480.80	116,500.80	58.82	4,705.60	122,345.60
Police Sergeant	76.54	6,123.20	159,203.20	80.37	6,429.60	167,169.60	84.38	6,750.40	175,510.40	88.60	7,088.00	184,288.00	93.03	7,442.40	193,502.40
Police Support Services Manager	78.65	6,292.00	163,592.00	Range 17									94.37	7,549.60	196,289.60
Principal Civil Engineer	81.80	6,544.00	170,144.00	Range 17									98.14	7,851.20	204,131.20
Principal Planner	81.80	6,544.00	170,144.00	Range 17									98.14	7,851.20	204,131.20
Property and Evidence Technician	41.85	3,348.00	87,048.00	43.94	3,515.20	91,395.20	46.13	3,690.40	95,950.40	48.45	3,876.00	100,776.00	50.87	4,069.60	105,809.60
Public Safety Clerk	40.83	3,266.40	84,926.40	42.87	3,429.60	89,169.60	45.01	3,600.80	93,620.80	47.26	3,780.80	98,300.80	49.63	3,970.40	103,230.40
Public Safety Dispatch Supervisor	57.90	4,632.00	120,432.00	60.79	4,863.20	126,443.20	63.83	5,106.40	132,766.40	67.01	5,360.80	139,380.80	70.37	5,629.60	146,369.60
Public Safety Dispatcher	50.09	4,007.20	104,187.20	52.60	4,208.00	109,408.00	55.22	4,417.60	114,857.60	57.98	4,638.40	120,598.40	60.88	4,870.40	126,630.40
Public Works Director	115.12	9,209.60	239,449.60	Range 24									138.13	11,050.40	287,310.40
Public Works Inspector	58.88	4,710.40	122,470.40	61.83	4,946.40	128,606.40	64.92	5,193.60	135,033.60	68.16	5,452.80	141,772.80	71.57	5,725.60	148,865.60
Recreation and Community Services Director	115.12	9,209.60	239,449.60	Range 24									138.13	11,050.40	287,310.40
Recreation and Community Services Supervisor I	57.39	4,591.20	119,371.20	60.26	4,820.80	125,340.80	63.26	5,060.80	131,580.80	66.44	5,315.20	138,195.20	69.75	5,580.00	145,080.00
Recreation and Community Services Supervisor II	63.27	5,061.60	131,601.60	66.45	5,316.00	138,216.00	69.76	5,580.80	145,100.80	73.25	5,860.00	152,360.00	76.91	6,152.80	159,972.80
Recreation Coordinator	45.18	3,614.40	93,974.40	47.43	3,794.40	98,654.40	49.81	3,984.80	103,604.80	52.30	4,184.00	108,784.00	54.91	4,392.80	114,212.80
Red Light Photo Enforcement Technician	41.63	3,330.40	86,590.40	43.71	3,496.80	90,916.80	45.90	3,672.00	95,472.00	48.19	3,855.20	100,235.20	50.61	4,048.80	105,268.80
Senior Accountant	63.27	5,061.60	131,601.60	66.45	5,316.00	138,216.00	69.76	5,580.80	145,100.80	73.25	5,860.00	152,360.00	76.91	6,152.80	159,972.80
Senior Administrative Support Specialist	41.40	3,312.00	86,112.00	43.47	3,477.60	90,417.60	45.65	3,652.00	94,952.00	47.93	3,834.40	99,694.40	50.33	4,026.40	104,686.40
Senior Building Inspector	61.52	4,921.60	127,961.60	64.59	5,167.20	134,347.20	67.82	5,425.60	141,065.60	71.21	5,696.80	148,116.80	74.78	5,982.40	155,542.40
Senior Building Maintenance Mechanic	50.97	4,077.60	106,017.60	53.52	4,281.60	111,321.60	56.18	4,494.40	116,854.40	59.01	4,720.80	122,740.80	61.94	4,955.20	128,835.20
Senior Civil Engineer	78.40	6,272.00	163,072.00	82.32	6,585.60	171,225.60	86.44	6,915.20	179,795.20	90.77	7,261.60	188,801.60	95.28	7,622.40	198,182.40
Senior Equipment Mechanic	52.36	4,188.80	108,908.80	54.97	4,397.60	114,337.60	57.72	4,617.60	120,057.60	60.62	4,849.60	126,089.60	63.65	5,092.00	132,392.00
Senior Information Technology Analyst	66.44	5,315.20	138,195.20	69.75	5,580.00	145,080.00	73.24	5,859.20	152,339.20	76.90	6,152.00	159,952.00	80.75	6,460.00	167,960.00
Senior Landscape & Parks Maintenance Worker	47.59	3,807.20	98,987.20	49.97	3,997.60	103,937.60	52.48	4,198.40	109,158.40	55.09	4,407.20	114,587.20	57.84	4,627.20	120,307.20
Senior Landscape Inspector	47.59	3,807.20	98,987.20	49.97	3,997.60	103,937.60	52.48	4,198.40	109,158.40	55.09	4,407.20	114,587.20	57.84	4,627.20	120,307.20
Senior Management Analyst	66.02	5,281.60	137,321.60	69.33	5,546.40	144,206.40	72.79	5,823.20	151,403.20	76.43	6,114.40	158,974.40	80.25	6,420.00	166,920.00
Senior Planner	68.42	5,473.60	142,313.60	71.84	5,747.20	149,427.20	75.43	6,034.40	156,894.40	79.21	6,336.80	164,756.80	83.17	6,653.60	172,993.60
Senior Street Maintenance Worker	47.60	3,808.00	99,008.00	49.98	3,998.40	103,958.40	52.48	4,198.40	109,158.40	55.10	4,408.00	114,608.00	57.86	4,628.80	120,348.80
Strategic Initiatives Manager	85.90	6,872.00	178,672.00	Range 18									103.07	8,245.60	214,385.60
Street Maintenance Worker I	39.25	3,140.00	81,640.00	41.20	3,296.00	85,696.00	43.27	3,461.60	90,001.60	45.43	3,634.40	94,494.40	47.72	3,817.60	99,257.60
Street Maintenance Worker II	43.22	3,457.60	89,897.60	45.36	3,628.80	94,348.80	47.65	3,812.00	99,112.00	50.03	4,002.40	104,062.40	52.53	4,202.40	109,262.40
Urban Forest Supervisor	55.75	4,460.00	115,960.00	58.54	4,683.20	121,763.20	61.47	4,917.60	127,857.60	64.54	5,163.20	134,243.20	67.78	5,422.40	140,982.40
Vehicle Abatement Officer	34.29	2,743.20	71,323.20	35.99	2,879.20	74,859.20	37.80	3,024.00	78,624.00	39.70	3,176.00	82,576.00	41.67	3,333.60	86,673.60

STAFF REPORT

Item I. 1.

DATE	06/26/2025
TO	Honorable Mayor and City Council Members
FROM	Lenka Hovorka, Assistant City Manager
SUBJECT	Closed session for conference with Labor Negotiators pursuant to California Government Code Section 54957.6. Agency designated representatives: Assistant City Manager Hovorka and Human Resources Director Frye Employee Organization: The Newark Police Management Association