



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, February 12, 2026

7:00 P.M.

Michael K. Hannon, Mayor

Matthew Jorgens, Vice Mayor

Terrence Grindall, Council Member

Julie Del Catancio, Council Member

Eve Marie Little, Council Member

A. ROLL CALL

B. PRESENTATIONS

1. Commending Macha Swag Dance
2. February 2026 American Heart Month
3. Proclaiming February 2026 as Black History Month
4. Newark Unified School District Presentation
5. Introduction of a promoted employee

C. PUBLIC COMMENT

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

D. CONSENT CALENDAR

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

1. Approval of Audited Demands
2. Approval of January 22, 2026, City Council Minutes
3. Approval of February 5, 2026, City Council Minutes
4. Waive further reading and adopt an ordinance amending the contract between the City of Newark and the Board of Administration of the California Public Employees' Retirement System
5. Adopt a resolution approving an amendment to the Contractual Services Agreement with MNS Engineers, Inc. for additional on-call Public Works construction inspection services and amend the 2024-2026 Biennial Budget and Capital Improvement Plan
6. Waive further reading and adopt an ordinance amending Title 17 (Zoning) of the Newark Municipal Code to amend Chapter 17.26, §17.26.040, Accessory Dwelling Units, generally affecting development standards for the construction of Accessory Dwelling Units and Junior Accessory Dwelling Units, and to amend Chapter 17.45, §17.45.010, Residential Uses, generally affecting the use classification for Accessory Dwelling Units and Junior Accessory Dwelling Units

E. PUBLIC HEARINGS

F. OTHER BUSINESS

1. Informational report regarding playground design at Birch Grove, Mirabeau, and Jerry Raber Ash Street parks.
2. Informational report regarding playground design at Newark Community Park

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

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 816 6826 0271 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 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@newarkca.gov at least two days prior to the meeting at City Clerk or 510-578-4266.

Certification of Meeting Notice and Agenda Posting

This notice and agenda were posted on the City's website and at the City Hall bulletin board located at 37101 Newark Boulevard, Newark, CA, at least 72 hours prior to the meeting date, in accordance with the Ralph M. Brown Act.

Mission Statement

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

Senior Staff Members

David J. Benoun
City Manager

Kristopher J. Kokotaylo
City Attorney

Lenka Hovorka
Assistant City Manager

Steven Turner
Community Development Director

Edwin Miranda
CIO/Information Technology Director

Brittney Frye
Human Resources Director

Howard Young
Public Works Director

Ryan Nishimoto
ACFD Deputy Chief

Neetu Salwan
City Clerk

Krysten Lee
Finance Director

Jonathan Arguello
Police Chief

Nicholas Cuevas
Recreation and Community Services Director

Roya Gonzalez
Strategic Initiatives Manager

Colleen Lettire
Communications and Public Engagement Manager



STAFF REPORT

Item B. 1.

DATE 02/12/2026
TO Honorable Mayor and City Council Members
FROM Kathy Slafter, Deputy City Clerk
SUBJECT Commending Macha Swag Dance

Macha Swag Dance, based in Newark, has become one of the Bay Area's most prominent cultural schools representing Indian dance on international platforms. A commendation has been prepared and lead choreographers Ezhilvanan Oppilamani (EV Master) and Renukha K Raj (Renu Master) will be at the meeting to accept.

Attachments

Commendation

COMMENDATION

MACHA SWAG DANCE
EZHILVANAN OPPILAMANI (EV MASTER)
RENUKHA K RAJ (RENU MASTER)

WHEREAS, MACHA SWAG DANCE was established under the leadership of Ezhilvanan Oppilamani (EV Master) and Renukha K Raj (Renu Master) and has become one of the Bay Area's fastest-growing Indian dance schools, now operating in eight locations, including NewPark Mall, Newark, and serving over 500 students; and

WHEREAS, MACHA SWAG DANCE specializes in high-energy Indian dance styles including Kuthu, Folk, Bollywood, Hip Hop, Bhangra, and Garba. The school takes pride in creating an inclusive environment that supports children, adults, and families of all backgrounds. MACHA SWAG DANCE's programs promote physical fitness, confidence building, emotional well-being, and cultural education; and

WHEREAS, in 2025, MACHA SWAG DANCE achieved several remarkable milestones, including leading 65 dancers in the Golden State Warriors NBA Opening Ceremony, performing halftime shows for the Sacramento Kings, and earning multiple first-place awards at the Festival of Globe (FOG) competitions. MACHA SWAG DANCE has also collaborated with leading Indian artists and has been recognized by the Consulate General of India in San Francisco and various Bay Area media outlets for advancing Indian culture; and

WHEREAS, MACHA SWAG DANCE continues to support the Newark community by offering accessible dance programs, youth development opportunities, and cultural showcases such as its annual year-end event, Petta Majja.

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

MACHA SWAG DANCE
EZHILVANAN OPPILAMANI (EV MASTER)
RENUKHA K RAJ (RENU MASTER)

for their dedication, creativity, and community engagement as cultural ambassadors for Newark and the Bay Area and wish them continued success.

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

MICHAEL K. HANNON
Mayor



STAFF REPORT

Item B. 2.

DATE 02/12/2026
TO Honorable Mayor and City Council Members
FROM Neetu Salwan, City Clerk
SUBJECT February 2026 American Heart Month

February is recognized nationally as American Heart Month, first established in 1964 to raise awareness about heart disease and promote cardiovascular health. A proclamation has been prepared, and a community member will be at the meeting to accept it.

Attachments

Proclamation No. 1961

PROCLAMATION NO. 1961

PROCLAIMING FEBRUARY 2026 AMERICAN HEART MONTH

WHEREAS, February is recognized nationally as American Heart Month, first established in 1964 to raise awareness about heart disease and promote cardiovascular health; and

WHEREAS, heart disease remains a leading cause of death in the United States, making prevention, education, and physical activity vital to community health; and

WHEREAS, regular walking has been shown to improve heart health, reduce the risk of chronic disease, and support overall physical and mental wellbeing; and

WHEREAS, Washington Health, the City of Union City, and the City of Newark share a commitment to equitable health and wellness opportunities that encourage healthy habits; and

WHEREAS, the Heart Smart Walking Challenge promotes physical activity, heart health education, and community connection; and

WHEREAS, this program and partnership align with the City of Newark's mission to support public health, community connection, and long-term wellness;

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

AMERICAN HEART MONTH

and proudly recognize the City of Newark's first-time participation in the Heart Smart Walking Challenge with Washington Health and the City of Union City, encouraging residents to take steps toward a healthier community.

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

MICHAEL K. HANNON
Mayor



STAFF REPORT

Item B. 3.

DATE 02/12/2026
TO Honorable Mayor and City Council Members
FROM Kathy Slafter, Deputy City Clerk
SUBJECT Proclaiming February 2026 as Black History Month

February is designated as Black History Month and honors the achievements, culture, and resilience of Black Americans. A proclamation has been prepared.

Attachments

Black History Month

PROCLAMATION NO. 1963

BLACK HISTORY MONTH

WHEREAS, in February 1969, the idea for Black History Month was promoted by Black students and educators at Kent State University, followed by the first celebration of Black History Month on campus and local surroundings one year later; and

WHEREAS, in 1976 President Gerald Ford praised Black History Month, urging all citizens to “seize the opportunity to honor the too-often neglected accomplishments of Black Americans in every area of endeavor throughout our history”; and

WHEREAS, Black History Month is celebrated to recognize and honor the contributions, achievements, and history of Black Americans who have often been overlooked or minimized in mainstream historical narratives; and

WHEREAS, the 2026 Black History Month theme, “A Century of Black History Commemorations,” honors the significant achievements and contributions of Black Americans over the past century, reflecting on how these commemorations have shaped culture and identity.

NOW, THEREFORE, I, Michael K. Hannon, Mayor of the City of Newark, on behalf of the Newark City Council, do hereby proclaim February 2026, as

BLACK HISTORY MONTH

in Newark and urge residents to celebrate and honor these profound contributions.

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

MICHAEL K. HANNON
Mayor



STAFF REPORT

Item B. 4.

DATE 02/12/2026
TO Honorable Mayor and City Council Members
FROM Neetu Salwan, City Clerk
SUBJECT Newark Unified School District Presentation

Ms. Karen Allard, Assistant Superintendent of Education Services, will give a presentation on an increase in scores.



STAFF REPORT

Item B. 5.

DATE 02/12/2026
TO Honorable Mayor and City Council Members
FROM Neetu Salwan, City Clerk
SUBJECT Introduction of a promoted employee

Police Captain Brian Simon will be introduced at the City Council meeting.



STAFF REPORT

Item D. 1.

DATE 02/12/2026
TO Honorable Mayor and City Council Members
FROM
SUBJECT Approval of Audited Demands

Attachments

Audited Demands 01.08.26
Audited Demands 01.15.26
Audited Demands 01.22.26

LIVE Newark CA LIVE
Payment Batch Register
 Bank Account: AP - ZBA ACCOUNTS PAYABLE
 Batch Date: 01/08/2026

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	01/08/2026	15801 Accounts Payable	4LEAF INC		31,775.24
	Invoice	Date	Description	Check Sort Code	Amount
	J1118A65	12/18/2025	BI FIELD INSPECTION AND RELATED PROFESSIONAL SERVICES 11/25		31,775.24
Check	01/08/2026	15802 Accounts Payable	ACCESS		1,545.61
	Invoice	Date	Description	Check Sort Code	Amount
	11931021	11/30/2025	SHREDDING SVCS NOVEMBER 2025		263.24
	11728598	07/31/2025	SHREDDING SVCS JULY 2025		250.95
	11776961	08/31/2025	SHREDDING SVCS AUGUST 2025		167.30
	11842683	09/30/2025	SHREDDING SVCS SEPTEMBER 2025		256.97
	11676556	06/30/2025	SHREDDING SVCS JUNE 2025		200.72
	11884140	10/31/2025	SHREDDING SVCS OCTOBER 2025		406.43
Check	01/08/2026	15803 Accounts Payable	HEALTH AND HUMAN RESOURCE CENTER, INC		266.22
	Invoice	Date	Description	Check Sort Code	Amount
	E0360010	12/05/2025	EMPLOYEE ASSISTANT PROGRAM (EAP) - JANUARY 2026		266.22
Check	01/08/2026	15804 Accounts Payable	AIRGAS USA, LLC		109.20
	Invoice	Date	Description	Check Sort Code	Amount
	5521204788	11/30/2025	CYL ACETYLENE RENTAL 11/30/25		109.20
Check	01/08/2026	15805 Accounts Payable	ALAMEDA COUNTY FIRE DEPARTMENT		25,442.34
	Invoice	Date	Description	Check Sort Code	Amount
	2024-25-210	01/09/2025	FIRE TRUCK REPAIR-252 AND 243N 11/14/24		5,237.78
	2024-25-211	01/09/2025	FIRE TRUCK REPAIR-252 AND 243N 11/22-12/13/24		18,809.40
	2024-25-028	08/08/2024	FIRE TRUCK REPAIR-242N 07/25/24		1,395.16
Check	01/08/2026	15806 Accounts Payable	ALL CITY MANAGEMENT SERVICES, INC.		4,594.42
	Invoice	Date	Description	Check Sort Code	Amount
	105532	12/10/2025	SCHOOL CROSSING GUARD SVCS 11/23-12/06/25		4,594.42
Check	01/08/2026	15807 Accounts Payable	AMERICAN RED CROSS		975.00
	Invoice	Date	Description	Check Sort Code	Amount
	23069201	12/17/2025	LIFEGUARDING CLASS 12/15/25		975.00
Check	01/08/2026	15808 Accounts Payable	GUSTAVO ARROYO		1,304.90
	Invoice	Date	Description	Check Sort Code	Amount

	1201-120525EXP	12/23/2025	CATO CONFERENCE 12/01-12/05/25		1,304.90
Check	01/08/2026	15809 Accounts Payable	AT&T		111.79
	Invoice	Date	Description	Check Sort Code	Amount
	2300-12012025	12/01/2025	CAPTION LISTING - 12/01-12/31/2025		111.79
Check	01/08/2026	15810 Accounts Payable	JOSEPH Q. BALATBAT		1,467.51
	Invoice	Date	Description	Check Sort Code	Amount
	092825-100125EXP	12/17/2025	EXPENSE REIMBURSEMENT - 2025 APA CONFERENCE 09/28-10/01/25		1,467.51
Check	01/08/2026	15811 Accounts Payable	BLUETRITON BRANDS INC		353.57
	Invoice	Date	Description	Check Sort Code	Amount
	05L8720042467	12/17/2025	WATER SERVICES 11/15-12/14/25		353.57
Check	01/08/2026	15812 Accounts Payable	BURTON'S FIRE INC		1,590.29
	Invoice	Date	Description	Check Sort Code	Amount
	S 70195	12/05/2025	STEP COMPRESSOR		1,590.29
Check	01/08/2026	15813 Accounts Payable	CAL SAFETY INC		1,543.50
	Invoice	Date	Description	Check Sort Code	Amount
	31535	07/10/2025	STOP/SLOW PADDLE, SIGNS AND STAND		1,543.50
Check	01/08/2026	15814 Accounts Payable	STATE DISBURSEMENT UNIT		1.38
	Invoice	Date	Description	Check Sort Code	Amount
	PPE 12.20.25	12/25/2025	GARNISH - CASE 200000002128365 - 12/7/25-12/20/25		1.38
Check	01/08/2026	15815 Accounts Payable	CALIFORNIA DIESEL & POWER		1,291.00
	Invoice	Date	Description	Check Sort Code	Amount
	01-124850	12/11/2025	VEH 206 & 267 TESTING 12/09/25		1,291.00
Check	01/08/2026	15816 Accounts Payable	THE REGIONAL TRAINING CENTER @FV		525.00
	Invoice	Date	Description	Check Sort Code	Amount
	CFB-334-XET	12/30/2025	DRONE AS FIRST RESPONDER-HOMAYOUN 01/07-01/08/26		525.00
Check	01/08/2026	15817 Accounts Payable	CALLYO 2009 CORP.		3,888.00
	Invoice	Date	Description	Check Sort Code	Amount
	R20777	12/16/2025	INVESTIGATION SOFTWARE FOR DETECTIVES 02/01/26-01/31/27		3,888.00
Check	01/08/2026	15818 Accounts Payable	FREMONT CHEVROLET		181.85
	Invoice	Date	Description	Check Sort Code	Amount
	174282	12/17/2025	HOSES		181.85
Check	01/08/2026	15819 Accounts Payable	COMCAST		364.98
	Invoice	Date	Description	Check Sort Code	Amount
	3246-010226	11/28/2025	BUSINESS INTERNET 12/03/25-01/02/26 ACCT 8155 40 056 0733246		364.98
Check	01/08/2026	15820 Accounts Payable	TONYA CONNOLLY		79.99
	Invoice	Date	Description	Check Sort Code	Amount
	090925EXP	09/09/2025	TRAINING PRIZES-GIFT CARDS		79.99
Check	01/08/2026	15821 Accounts Payable	ALAMEDA COUNTY INFORMATION TECHNOLOGY DEPARTMENT		2,314.78
	Invoice	Date	Description	Check Sort Code	Amount

	112-2511029	12/10/2025	AWS ACCESS FEE NOVEMBER 2025		2,314.78
Check	01/08/2026	15822	Accounts Payable	CSG CONSULTANTS, INC.	7,955.69
	Invoice	Date	Description	Check Sort Code	Amount
	B251666	12/01/2025	BI FIELD INSPECTION AND RELATED PROFESSIONAL SVCS 11/01-11/30/25		7,955.69
Check	01/08/2026	15823	Accounts Payable	DEPARTMENT OF JUSTICE	290.00
	Invoice	Date	Description	Check Sort Code	Amount
	009269	12/04/2025	FINGERPRINTING FEES - 11/25		290.00
Check	01/08/2026	15824	Accounts Payable	DMV RENEWAL	96.00
	Invoice	Date	Description	Check Sort Code	Amount
	DMVSE490976-2025	12/01/2025	DMV RENEWAL VEH 254 SE490976 12/31/2025		32.00
	DMVSE490958-2025	12/01/2025	DMV RENEWAL VEH 370 SE490958 12/31/2025		32.00
	DMVSE506371-2025	12/01/2025	DMV RENEWAL VEH 205 SE506371 12/31/2025		32.00
Check	01/08/2026	15825	Accounts Payable	EWING IRRIGATION PRODUCTS INC.	473.81
	Invoice	Date	Description	Check Sort Code	Amount
	28667513	12/15/2025	CARSON JUMBO LID		473.81
Check	01/08/2026	15826	Accounts Payable	EXTREME CANOPY	1,373.31
	Invoice	Date	Description	Check Sort Code	Amount
	DO74140	12/18/2025	CANOPY - TRAFFIC OPERATIONS		1,373.31
Check	01/08/2026	15827	Accounts Payable	FEDEX	10.95
	Invoice	Date	Description	Check Sort Code	Amount
	9-101-30345	12/12/2025	PACKAGE DELIVERY 12/4/25		10.95
Check	01/08/2026	15828	Accounts Payable	FRANCISCO & ASSOCIATES INC	14,950.00
	Invoice	Date	Description	Check Sort Code	Amount
	4140	07/11/2025	LANDSCAPING & LIGHTING DISTRICT NO. 20 THROUGH 06/25		14,950.00
Check	01/08/2026	15829	Accounts Payable	FRANK BONETTI PLUMBING INC	2,191.00
	Invoice	Date	Description	Check Sort Code	Amount
	52776	12/11/2025	BIRCH RESTROOM LINE JET 12/05/25		2,191.00
Check	01/08/2026	15830	Accounts Payable	FREMONT CDJR	345.25
	Invoice	Date	Description	Check Sort Code	Amount
	5913	12/15/2025	FUEL RING		345.25
Check	01/08/2026	15831	Accounts Payable	FREMONT FORD	973.70
	Invoice	Date	Description	Check Sort Code	Amount
	243122	12/18/2025	TUBE ASY		17.59
	243065	12/18/2025	HOSE		366.99
	242871	12/15/2025	HANDLE AND SHIELD		149.12
	457724	11/19/2025	VEH 1705 TRANSMISSION SERVICE 11/19/25		440.00
Check	01/08/2026	15832	Accounts Payable	FRONTIER BUILDING PRODUCTS PACIFIC, INC	2,856.00

	Invoice	Date	Description	Check Sort Code	Amount
	9-15-1172303	09/15/2025	SILLIMAN REPLACEMENT OF SENSING EDGE 9/15/25		1,629.00
	11-12-1197435	11/12/2025	FIRE STATION 29 REPLACEMENT HINGES AND ROLLERS 11/12/25		1,227.00
Check	01/08/2026	15833 Accounts Payable	GACHINA LANDSCAPE MANAGEMENT, INC.		29,780.60
	Invoice	Date	Description	Check Sort Code	Amount
	E 234583	12/01/2025	MAINTENANCE CONTRACT DECEMBER 2025		29,780.60
Check	01/08/2026	15834 Accounts Payable	CHERYL GALVEZ		72.60
	Invoice	Date	Description	Check Sort Code	Amount
	1007-121725EXP	12/17/2025	MILEAGE REIMBURSEMENT 10/07-12/17/25		72.60
Check	01/08/2026	15835 Accounts Payable	ROBERTO GARCIA-ACOSTA		60.00
	Invoice	Date	Description	Check Sort Code	Amount
	121625EXP	12/18/2025	CSMFO MEMBERSHIP 12/16/25		60.00
Check	01/08/2026	15836 Accounts Payable	GHD INC.		1,374.80
	Invoice	Date	Description	Check Sort Code	Amount
	380-0083395	12/17/2025	TASK ORDER NO. 4 - NEWARK QUIET ZONES 12/25		1,374.80
Check	01/08/2026	15837 Accounts Payable	MARK GOTHARD		500.00
	Invoice	Date	Description	Check Sort Code	Amount
	110625112025	12/18/2025	SENIOR CHAIR FITNESS 11/06-11/20/25		500.00
Check	01/08/2026	15838 Accounts Payable	GRACIE GLOBAL LLC		1,500.00
	Invoice	Date	Description	Check Sort Code	Amount
	INV-GST-35629022	12/16/2025	GST L1 - DUBLIN, CA (APRIL 13-17, 2026)-B. ARROYO		1,500.00
Check	01/08/2026	15839 Accounts Payable	GYM DOCTORS		1,998.92
	Invoice	Date	Description	Check Sort Code	Amount
	00174918	12/18/2025	FITNESS CENTER MAINTENANCE 12/18/25		1,998.92
Check	01/08/2026	15840 Accounts Payable	HARRIS COMPUTER SYSTEMS		27,980.46
	Invoice	Date	Description	Check Sort Code	Amount
	CERMN0000157	12/19/2025	WINTEGRATE - ALL MODULES DEC 2024 TO NOV 2026		27,980.46
Check	01/08/2026	15841 Accounts Payable	HDL SOFTWARE, LLC		3,180.28
	Invoice	Date	Description	Check Sort Code	Amount
	SIN057710	11/30/2025	UUT SUPPORT / RETURNS - NOV 2025		3,180.28
Check	01/08/2026	15842 Accounts Payable	JUAN HERRERA		1,031.40
	Invoice	Date	Description	Check Sort Code	Amount
	1201-120525EXP	12/18/2025	CATO CONFERENCE 12/01-12/05/25		1,031.40
Check	01/08/2026	15843 Accounts Payable	REBECCA HICKS		103.84
	Invoice	Date	Description	Check Sort Code	Amount
	1001-121925EXP	01/06/2026	MILEAGE REIMBURSEMENT 10/01-12/19/25		103.84
Check	01/08/2026	15844 Accounts Payable	HILLYARD		259.10
	Invoice	Date	Description	Check Sort Code	Amount
	606035411	12/18/2025	TOILET SEAT COVERS		259.10

Check	01/08/2026	15845	Accounts Payable	HINDERLITER DE LLAMAS & ASSOCIATES		2,426.60
	Invoice		Date	Description	Check Sort Code	Amount
	SIN056496		10/31/2025	BUSINESS LICENSE DISCOVERY - OCT 2025		2,426.60
Check	01/08/2026	15846	Accounts Payable	HIROSHI ICHIMURA		3,666.00
	Invoice		Date	Description	Check Sort Code	Amount
	111-12202025		01/02/2026	KENDO CLASSES 11/01-12/20/25		3,666.00
Check	01/08/2026	15847	Accounts Payable	INTIME SERVICES		17,424.00
	Invoice		Date	Description	Check Sort Code	Amount
	14240		11/30/2025	INTIME PAYROLL SOFTWARE FEES JAN1-DEC 31 2026		17,424.00
Check	01/08/2026	15848	Accounts Payable	SPECTRUM CANINE		1,300.00
	Invoice		Date	Description	Check Sort Code	Amount
	0006550		01/01/2026	CANINE MAINTENANCE DECEMBER 2025		1,300.00
Check	01/08/2026	15849	Accounts Payable	THE THEATRE FACTORY		4,257.60
	Invoice		Date	Description	Check Sort Code	Amount
	0917-12142025		12/15/2025	THEATER FACTORY CLASSES FOR 9/17-12/14/25		4,257.60
Check	01/08/2026	15850	Accounts Payable	JOCELYN E. ROLAND		500.00
	Invoice		Date	Description	Check Sort Code	Amount
	24578		12/19/2025	PRE-EMPLOYMENT PSYCHOLOGICAL SCREENING -12/15/25		500.00
Check	01/08/2026	15851	Accounts Payable	WENANTA KALUKIEWICZ		500.39
	Invoice		Date	Description	Check Sort Code	Amount
	103025-12182025		01/01/2026	BARRE CLASSES FOR 10/30-12/18/25		500.39
Check	01/08/2026	15852	Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC		2,515.94
	Invoice		Date	Description	Check Sort Code	Amount
	55Y1575392		12/17/2025	COPIER LEASE YEAR 4 OF 5 - OVERAGES 11/21-12/20/25		2,402.97
	55Y1567954		11/11/2025	COPIER LEASE YEAR 4 OF 5 - STAPLES CMO 11/25		112.97
Check	01/08/2026	15853	Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC		4,317.23
	Invoice		Date	Description	Check Sort Code	Amount
	905834986		10/27/2025	AGREEMENT 717-8255790-001 - NOV '25		3,977.05
	905869448		11/14/2025	AGREEMENT 717-8255790-002 - NOV '25		186.17
	905883704		11/24/2025	AGREEMENT 717-8255790-003 - NOV '25		154.01
Check	01/08/2026	15854	Accounts Payable	LOOMIS		308.93
	Invoice		Date	Description	Check Sort Code	Amount
	13888903		12/31/2025	ARMORED CAR SERVICE - 12/25		308.93
Check	01/08/2026	15855	Accounts Payable	LPC SERVICES, INC.		267.00
	Invoice		Date	Description	Check Sort Code	Amount
	84304		12/18/2025	PEST SERVICES - CITY HALL #102699 12/18/25		267.00
Check	01/08/2026	15856	Accounts Payable	LWECO GROUP LLC		5,536.39
	Invoice		Date	Description	Check Sort Code	Amount
	GBL-25-1203-1		12/04/2025	GLOBUG LIGHT MODEL GB8LED		5,536.39
Check	01/08/2026	15857	Accounts Payable	MIKE YORKS INVESTIGATIONS		3,625.00

	Invoice	Date	Description	Check Sort Code	Amount
	2025-47	12/19/2025	BACKGROUND INVESTIGATIONS 11/20-12/19/25		3,625.00
Check	01/08/2026	15858 Accounts Payable	MFCP INC		8.19
	Invoice	Date	Description	Check Sort Code	Amount
	9677064	12/15/2025	BRASS BUSHING		8.19
Check	01/08/2026	15859 Accounts Payable	AVENU INSIGHTS & ANALYTICS		3,750.00
	Invoice	Date	Description	Check Sort Code	Amount
	INV06-022214	12/15/2025	UUT AUDIT & ANALYSIS - FIXED FEE OCT - DEC '25		3,750.00
Check	01/08/2026	15860 Accounts Payable	ANDREW MUSANTRY		363.30
	Invoice	Date	Description	Check Sort Code	Amount
	1201-121225EXP	12/23/2025	SUPERVISORY COURSE 12/01-12/12/25		363.30
Check	01/08/2026	15861 Accounts Payable	NAVIA BENEFIT SOLUTIONS CLIENT PAY		200.00
	Invoice	Date	Description	Check Sort Code	Amount
	11049973	12/30/2025	FY 25/26 COBRA ADMINISTRATION FEES - 12/01/25 TO 12/31/25		200.00
Check	01/08/2026	15862 Accounts Payable	NEWARK ANDOIL		8,130.10
	Invoice	Date	Description	Check Sort Code	Amount
	1018-120925	12/10/2025	FUEL PURCHASE 10/18-12/09/25		8,130.10
Check	01/08/2026	15863 Accounts Payable	IVY NGUYEN		60.11
	Invoice	Date	Description	Check Sort Code	Amount
	1001-122325	01/07/2026	MILEAGE REIMBURSEMENT 10/07-12/23/25		60.11
Check	01/08/2026	15864 Accounts Payable	NUTRIEN AG SOLUTIONS, INC.		5,734.09
	Invoice	Date	Description	Check Sort Code	Amount
	58311303	12/02/2025	PESTICIDES-RANGER, PENDULUM, GARLON 4, MILESTONE & GALLERY		5,734.09
Check	01/08/2026	15865 Accounts Payable	OWEN EQUIPMENT CO		2,672.91
	Invoice	Date	Description	Check Sort Code	Amount
	00069797	12/16/2025	REAPER		2,672.91
Check	01/08/2026	15866 Accounts Payable	PACIFIC GAS & ELECTRIC		86,843.29
	Invoice	Date	Description	Check Sort Code	Amount
	7578-121225	12/12/2025	CITYWIDE ELECTRICITY 12/12/25		86,843.29
Check	01/08/2026	15867 Accounts Payable	PB LOADER CORPORATION		268,834.55
	Invoice	Date	Description	Check Sort Code	Amount
	024360	09/30/2025	10-YARD DUMP TRUCK PURCHASE 2024-01		268,834.55
Check	01/08/2026	15868 Accounts Payable	PET BENEFIT SOLUTION		48.75
	Invoice	Date	Description	Check Sort Code	Amount
	229347	12/25/2025	TOTAL PET PLAN - DECEMBER 2025 PREMIUMS		48.75
Check	01/08/2026	15869 Accounts Payable	PRECISIONWORKS LLC		48,546.47
	Invoice	Date	Description	Check Sort Code	Amount
	56274	11/11/2025	SIDEWALK OFFSET REPAIR 10/07/25-11/04/25		48,546.47
Check	01/08/2026	15870 Accounts Payable	RAFTELIS		520.00

	Invoice	Date	Description	Check Sort Code	Amount
	42567	11/12/2025	EXECUTIVE COACHING SERVICES 10/01-10/31/25		260.00
	43067	12/09/2025	EXECUTIVE COACHING SERVICES 11/01-11/30/25		260.00
Check	01/08/2026	15871 Accounts Payable	TOTAL INDUSTRIES		3,128.47
	Invoice	Date	Description	Check Sort Code	Amount
	IM16003311	12/01/2025	BUS, HARDWARE, NUT, TIE ROD		3,128.47
Check	01/08/2026	15872 Accounts Payable	ROADSAFE TRAFFIC SYSTEMS, INC.		1,259.78
	Invoice	Date	Description	Check Sort Code	Amount
	259776	12/12/2025	HIGH VIS SAFETY VESTS		1,259.78
Check	01/08/2026	15873 Accounts Payable	SIEMENS INDUSTRY, INC.		7,203.71
	Invoice	Date	Description	Check Sort Code	Amount
	5332231357	12/29/2025	SERVICE CENTER WIRING TAMPER 12/22/25		1,285.37
	5332241925	12/29/2025	SILLIMAN SPRINKLER REPAIR-SYSTEM DRAINAGE 12/29/25		5,918.34
Check	01/08/2026	15874 Accounts Payable	FORENSIC LOGIC, LLC		19,880.00
	Invoice	Date	Description	Check Sort Code	Amount
	14319	12/18/2025	CRIME TRACER - SUBSCRIPTION 07/01/25-06/30/26		19,880.00
Check	01/08/2026	15875 Accounts Payable	STAPLES		1,011.76
	Invoice	Date	Description	Check Sort Code	Amount
	7008046830	12/15/2025	OFFICE SUPPLIES 12/01-12/11/25		1,011.76
Check	01/08/2026	15876 Accounts Payable	COREY SWADENER		1,356.10
	Invoice	Date	Description	Check Sort Code	Amount
	1201-0120525EXP	12/23/2025	CATO CONFERENCE 12/01-12/05/25		1,356.10
Check	01/08/2026	15877 Accounts Payable	CLASSIC GRAPHICS		2,367.12
	Invoice	Date	Description	Check Sort Code	Amount
	51588	09/12/2025	CUSTOM FABRICATION 09/12/25		1,199.68
	51931	12/11/2025	VEH 266 BODYWORK AND SPOT PAINT 12/11/25		1,167.44
Check	01/08/2026	15878 Accounts Payable	T-MOBILE USA, INC		50.00
	Invoice	Date	Description	Check Sort Code	Amount
	L2512180215	12/16/2025	SEARCH WARRANT - 25-04043 11/13-12/04/25		50.00
Check	01/08/2026	15879 Accounts Payable	THIRD DEGREE COMMUNICATIONS, INC.		1,190.00
	Invoice	Date	Description	Check Sort Code	Amount
	25109	12/05/2025	INTERVIEW AND INTEGORRATION-STEVENSON & BERLANGA 01/13-01/15/26		1,190.00
Check	01/08/2026	15880 Accounts Payable	TMT ENTERPRISES INC		2,380.04
	Invoice	Date	Description	Check Sort Code	Amount
	909696	12/03/2025	COMPOST		2,380.04
Check	01/08/2026	15881 Accounts Payable	FREMONT ALARM		350.80
	Invoice	Date	Description	Check Sort Code	Amount
	41476	12/18/2025	HONEYWELL TOUCHPAD REPLACEMENT 12/18/25		350.80
Check	01/08/2026	15882 Accounts Payable	TRUE NORTH COMPLIANCE SERVICES, INC.		390.00

	Invoice	Date	Description	Check Sort Code	Amount
	25-11-032	12/01/2025	BI FIELD INSPECTION AND RELATED PROFESSIONAL SERVICES 11/25		390.00
Check	01/08/2026	15883	Accounts Payable U.S. BANK CORPORATE PAYMENT SYSTEMS		39,049.78
	Invoice	Date	Description	Check Sort Code	Amount
	122225STMT	12/22/2025	CC PAYMENT 12/22/25		39,049.78
Check	01/08/2026	15884	Accounts Payable BOSCO OIL INC DBA VALLEY OIL		686.66
	Invoice	Date	Description	Check Sort Code	Amount
	690471	12/18/2025	TEMP TANK BATTERY W/ SOLAR CHARGER		343.33
	690461	12/18/2025	TEMP TANK BATTERY W/ SOLAR CHARGER #2		343.33
Check	01/08/2026	15885	Accounts Payable VERDE DESIGN INC		2,080.00
	Invoice	Date	Description	Check Sort Code	Amount
	8R2-2313800	07/07/2025	LAKESHORE PARK - FEASIBILITY STUDY 03/26-06/25/25		2,080.00
Check	01/08/2026	15886	Accounts Payable VISTA UNIVERSAL INC		1,293.30
	Invoice	Date	Description	Check Sort Code	Amount
	T150559	12/08/2025	SILLIMAN LIGHT BULB REPLACEMENT 12/08/25		1,293.30
Check	01/08/2026	15887	Accounts Payable VSS INTERNATIONAL, INC.		1,027,733.70
	Invoice	Date	Description	Check Sort Code	Amount
	20020621	12/16/2025	25-080 CA NEWARK 2025 STREET SLURRY SEAL PROG CIPA10006 09/30/25		284,166.75
	20020681	12/16/2025	25-080 CA NEWARK 2025 STREET SLURRY SEAL PROG CIPA10006 10/31/25		337,607.13
	20020732	12/16/2025	25-080 CA NEWARK 2025 STREET SLURRY SEAL PROG CIPA10006 11/30/25		405,959.82
Check	01/08/2026	15888	Accounts Payable WATERPROOFING ASSOCIATES, INC.		2,672.00
	Invoice	Date	Description	Check Sort Code	Amount
	10637	12/17/2025	SILLIMAN LEAK INVESTIGATION 10/28/25		1,703.00
	10638	12/17/2025	COMMUNITY CENTER LEAK INSPECTION 10/28/25		969.00
Check	01/08/2026	15889	Accounts Payable WEST COAST ARBORISTS INC		9,124.20
	Invoice	Date	Description	Check Sort Code	Amount
	237560	11/30/2025	STREET TREE MAINTENANCE 11/16-11/30/25		9,124.20
Check	01/08/2026	15890	Accounts Payable ORION SECURITY		3,167.78
	Invoice	Date	Description	Check Sort Code	Amount
	134580	12/13/2025	UNARMED, UNIFORMED SECURITY GUARD 12/08/25-12/12/25		1,434.98
	134633	12/20/2025	UNARMED, UNIFORMED SECURITY GUARD 12/15/25-12/18/25		1,155.20
	134670	12/27/2025	UNARMED, UNIFORMED SECURITY GUARD 12/22/25-12/23/25		577.60
Check	01/08/2026	15891	Accounts Payable ESQUIVEL , DAQUARI P		500.00
	Invoice	Date	Description	Check Sort Code	Amount
	769825	01/05/2026	COMMUNITY CENTER RENTAL DEPOSIT REFUND		500.00
Check	01/08/2026	15892	Accounts Payable VILLANUEVA , EDUARD		500.00
	Invoice	Date	Description	Check Sort Code	Amount
	768557	12/18/2025	COMMUNITY CENTER RENTAL DEPOSIT REFUND		500.00

EFT	01/08/2026	1824	Accounts Payable	COTTON, SHIRES AND ASSOCIATES, INC. (ACH)	121122676 / 157535269292	2,060.00
	Invoice		Date	Description	Check Sort Code	Amount
	825225		08/12/2025	PROFESSIONAL SERVICES-CHERRY ST 07/01-07/31/25		2,060.00
EFT	01/08/2026	1825	Accounts Payable	GHA TECHNOLOGIES INC (ACH)	122100024 / 836623900	20,746.55
	Invoice		Date	Description	Check Sort Code	Amount
	1995268-YR1		12/19/2025	SENTINELONE SINGULARITY PLATFORM 12/15/25-12/14/26		20,746.55
EFT	01/08/2026	1826	Accounts Payable	HALEY & ALDRICH, INC	011301798 / 601014525	51,236.75
	Invoice		Date	Description	Check Sort Code	Amount
	9063435		11/13/2025	UPDATE CAPITAL IMPROVEMENT PROGRAM THROUGH 10/31/25		5,512.50
	9063436		11/13/2025	UST REMOVAL AT SVC PRJ 1310 THROUGH 10/31/25		43,797.50
	9057358		06/10/2025	OLD TOWN IMPROVEMENTS PRJ 1258 THROUGH 05/30/25		1,026.75
	9058909		07/18/2025	OLD TOWN IMPROVEMENTS PRJ 1258 THROUGH 06/30/25		900.00
EFT	01/08/2026	1827	Accounts Payable	SEDGWICK CLAIMS MANAGEMENT SERVICES, INC.	121000248 / 4942808510	22,265.95
	Invoice		Date	Description	Check Sort Code	Amount
	SF-8510-01821702		01/01/2026	WORKERS COMPENSATION CLAIMS -12/01/25-12/31/25		22,265.95
AP ZBA ACCOUNTS PAYABLE Totals:				Transactions: 96		\$1,875,125.57
	Checks:	92		\$1,778,816.32		
	EFTs:	4		\$96,309.25		

	3246-020226	12/28/2025	BUSINESS INTERNET 01/03-02/02/26 ACCT 8155 40 056 0733246	364.98
	8821-122825	11/24/2025	TELEVISION & PUBLIC WIFI ACCESS 11/29-12/28/25	1,113.92
	8821-012826	12/24/2025	TELEVISION & PUBLIC WIFI ACCESS 12/29/25-01/28/26	1,189.30
Check	01/15/2026	15903 Accounts Payable	ALAMEDA COUNTY CLERK	50.00
	Invoice	Date	Description	Check Sort Code
	PROJ1258	12/23/2025	NOTICE OF EXEMPTION HANDLING FEE - 1258	50.00
Check	01/15/2026	15904 Accounts Payable	COVINO SMITH & SIMON, INC.	1,700.00
	Invoice	Date	Description	Check Sort Code
	12-2025	12/22/2025	PROFESSIONAL FEDERAL AFFAIRS ASSISTANCE DECEMBER 2025	1,700.00
Check	01/15/2026	15905 Accounts Payable	CSW I ST2	35,691.00
	Invoice	Date	Description	Check Sort Code
	2511134	11/30/2025	DESIGN SERVICES FOR OLD TOWN STREETScape IMPROVEMENTS 10/25	35,691.00
Check	01/15/2026	15906 Accounts Payable	DAILY JOURNAL CORPORATION	406.25
	Invoice	Date	Description	Check Sort Code
	B3997170	12/24/2025	PUBLISH ORDINANCE NO. 559 12/23/25	135.00
	B3997175	12/24/2025	PUBLISH ORDINANCE NO. 557 12/23/25	186.25
	B3997176	01/07/2026	PUBLISH ORDINANCE NO. 558 12/23/25	85.00
Check	01/15/2026	15907 Accounts Payable	DELTA DENTAL OF CALIFORNIA	19,201.62
	Invoice	Date	Description	Check Sort Code
	BE006865691	01/06/2026	DELTA PPO BASE/BUY-UP - JANUARY 2026	19,201.62
Check	01/15/2026	15908 Accounts Payable	DELTA DENTAL INSURANCE COMPANY	183.33
	Invoice	Date	Description	Check Sort Code
	BE006864313	01/06/2026	DELTA CARE - JANUARY 2026 PREMIUMS	164.51
	BE006865050	01/06/2026	DELTA CARE COBRA - JANUARY 2026 PREMIUMS	18.82
Check	01/15/2026	15909 Accounts Payable	EWING IRRIGATION PRODUCTS INC.	42.93
	Invoice	Date	Description	Check Sort Code
	28683467	12/17/2025	CARSON LID	42.93
Check	01/15/2026	15910 Accounts Payable	FEDEX	19.60
	Invoice	Date	Description	Check Sort Code
	9-119-22796	12/26/2025	PACKAGE DELIVERY 12/18/25	19.60
Check	01/15/2026	15911 Accounts Payable	FOLGERGRAPHICS, INC	7,385.92
	Invoice	Date	Description	Check Sort Code
	145939	12/19/2025	PRINT WINTER 2025-26 ISSUE OF CITY NEWSLETTER	7,385.92
Check	01/15/2026	15912 Accounts Payable	FREMONT FORD	940.62
	Invoice	Date	Description	Check Sort Code
	243226	12/24/2025	SHIELD ASY	100.74
	456207	12/15/2025	2020 FORD INTERCEPTOR LEAK 10/14/25	839.88
Check	01/15/2026	15913 Accounts Payable	GM TOWING & AUTOMOTIVE INC	321.80
	Invoice	Date	Description	Check Sort Code
	3911	01/06/2026	TOWING SVCS 12/9/25	321.80

Check	01/15/2026	15914	Accounts Payable	GRIDIRON TRAINING		450.00
	Invoice		Date	Description	Check Sort Code	Amount
	000715		01/07/2026	24 HOUR FTO UPDATE-J.HUNTER		450.00
Check	01/15/2026	15915	Accounts Payable	HELLO HOUSING		8,500.00
	Invoice		Date	Description	Check Sort Code	Amount
	2025-001		12/31/2025	DESIGN & ADMIN OF FTHB & BMR HSNG PRGRMS - SVC DATES-10/25-12/25		8,500.00
Check	01/15/2026	15916	Accounts Payable	HILLYARD		1,010.13
	Invoice		Date	Description	Check Sort Code	Amount
	606039298		12/23/2025	TOWELS, TISSUE AND ENZYME		1,010.13
Check	01/15/2026	15917	Accounts Payable	HOME DEPOT CREDIT SERVICES		2,302.87
	Invoice		Date	Description	Check Sort Code	Amount
	DEC'25		12/12/2025	HOME DEPOT CC PURCHASE DECEMBER 2025		2,302.87
Check	01/15/2026	15918	Accounts Payable	NAPA AUTO PARTS		1,031.44
	Invoice		Date	Description	Check Sort Code	Amount
	DEC'25		12/31/2025	NAPA FLEET SUPPLIES DECEMBER 2025		1,031.44
Check	01/15/2026	15919	Accounts Payable	KNORR SYSTEMS INTERNATIONAL		944.41
	Invoice		Date	Description	Check Sort Code	Amount
	293127		12/23/2025	CARBON DIOXIDE REFILL 12/18/25		944.41
Check	01/15/2026	15920	Accounts Payable	LPC SERVICES, INC.		570.00
	Invoice		Date	Description	Check Sort Code	Amount
	84380		12/05/2025	PEST SERVICES - SANCTUARY PARK #117190 12/5/25		570.00
Check	01/15/2026	15921	Accounts Payable	LYNCH ELECTRIC & SONS INC		4,104.63
	Invoice		Date	Description	Check Sort Code	Amount
	2025.450		10/13/2025	EMERGENCY CALL OUT 09/18/25		1,466.63
	2025.505		11/24/2025	FS AIR COMPRESSOR INSTALL 08/18/25		2,638.00
Check	01/15/2026	15922	Accounts Payable	MNS ENGINEERS INC		66,656.99
	Invoice		Date	Description	Check Sort Code	Amount
	92237		12/15/2025	ON-CALL PUBLIC WORKS CONSTRUCTION INSPECTION SERVICES 11/25		39,969.72
	89831		05/14/2025	ON-CALL PUBLIC WORKS CONSTRUCTION INSPECTION SERVICES 04/25		26,687.27
Check	01/15/2026	15923	Accounts Payable	NATIONAL DATA & SURVEYING SERVICES		800.00
	Invoice		Date	Description	Check Sort Code	Amount
	25-080418		12/18/2025	TRAFFIC SURVEY - 12/25		135.00
	25-080424		12/18/2025	TRAFFIC SURVEY - 12/25		665.00
Check	01/15/2026	15924	Accounts Payable	PACIFIC GAS & ELECTRIC		15,900.88
	Invoice		Date	Description	Check Sort Code	Amount
	7786-121925		12/19/2025	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 11/14-12/15/25		15,900.88
Check	01/15/2026	15925	Accounts Payable	PAKPOUR CONSULTING GROUP, INC.		61,383.01
	Invoice		Date	Description	Check Sort Code	Amount
	4807		08/06/2025	CENTRAL AVENUE OVERPASS PROJECT: 07/01/25-07/31/25		20,790.00
	4830		09/05/2025	CENTRAL AVENUE OVERPASS PROJECT: 08/01/25-08/31/25		14,148.75

	4843	10/08/2025	CENTRAL AVENUE OVERPASS PROJECT: 09/01/25-09/30/25	10,395.00
	4869	11/06/2025	CENTRAL AVENUE OVERPASS PROJECT: 10/01/25-10/31/25	9,961.88
	4889	12/05/2025	CENTRAL AVENUE OVERPASS PROJECT: 11/01/25-11/31/25	6,087.38
Check	01/15/2026	15926 Accounts Payable	PHOENIX GROUP INFORMATION SYSTEMS	478.75
	Invoice	Date	Description	Check Sort Code
	112025101	12/18/2025	PARKING CITATION PROGRAM NOVEMBER 2025	478.75
Check	01/15/2026	15927 Accounts Payable	LABORATORY SERVICES ACCOUNTS RECEIVABLE	276.00
	Invoice	Date	Description	Check Sort Code
	8006396	12/08/2025	LAB TESTS 12/08/25	276.00
Check	01/15/2026	15928 Accounts Payable	RINGCENTRAL INC.	5,293.74
	Invoice	Date	Description	Check Sort Code
	CD_001304664	12/22/2025	UNIFIED TELEPHONE SYSTEM - 12/20-01/19/26	5,293.74
Check	01/15/2026	15929 Accounts Payable	MICHAEL H ROUSH, ATTORNEY AT LAW	3,450.00
	Invoice	Date	Description	Check Sort Code
	010526	01/05/2026	HEARING OFFICER SERVICES - 09/18-11/20/25	3,450.00
Check	01/15/2026	15930 Accounts Payable	SIGNATURE CARPET ONE	12,265.00
	Invoice	Date	Description	Check Sort Code
	I-15242	12/30/2025	SILLIMAN CONFERENCE ROOM CARPETING 12/30/25	12,265.00
Check	01/15/2026	15931 Accounts Payable	SIX DEGREES CONSULTING	34,710.00
	Invoice	Date	Description	Check Sort Code
	5002	12/23/2025	CHECK POINT HARMONY EMAIL & COLLABORATION 03/08/26-03/07/29	34,710.00
Check	01/15/2026	15932 Accounts Payable	STANDARD INSURANCE COMPANY	1,495.83
	Invoice	Date	Description	Check Sort Code
	LTD JAN 2026	01/06/2026	STANDARD LTD - JANUARY 2026 PREMIUMS	1,495.83
Check	01/15/2026	15933 Accounts Payable	STANDARD INSURANCE COMPANY	1,928.79
	Invoice	Date	Description	Check Sort Code
	JAN 2026 VISION	01/06/2026	STANDARD - JANUARY 2026 VISION PREMIUMS	1,928.79
Check	01/15/2026	15934 Accounts Payable	COREY SWADENER	299.60
	Invoice	Date	Description	Check Sort Code
	1215-121925EXP	01/06/2026	MILEAGE REIMBURSEMENT FTO COURSE 12/15-12/19/25	299.60
Check	01/15/2026	15935 Accounts Payable	SYSCO - SAN FRANCISCO	566.58
	Invoice	Date	Description	Check Sort Code
	750853059	12/22/2025	CAFE/BDAY PARTY/CAMP FOOD 12/22/25	566.58
Check	01/15/2026	15936 Accounts Payable	CONNOR TAYLOR	685.02
	Invoice	Date	Description	Check Sort Code
	1013-110725EXP	01/06/2026	MILEAGE REIMBURSEMENT BASIC DISPATCH ACADEMY 10/13-11/07/25	685.02
Check	01/15/2026	15937 Accounts Payable	VERIZON WIRELESS	12,928.27
	Invoice	Date	Description	Check Sort Code
	6131309318	12/18/2025	WIRELESS SERVICE 11/19-12/18/25	12,928.27

Check	Invoice	Date	Description	Check Sort Code	Amount
01/15/2026	15938	Accounts Payable	MICHELLE VILLANUEVA		2,600.00
122325EXP	01/13/2026	WINTER 2026 ANALYST BOOT CAMP 01/13-06/30/26			2,600.00
01/15/2026	15939	Accounts Payable	WEST COAST ARBORISTS INC		11,248.82
238297	12/31/2025	STREET TREE MAINTENANCE 12/16-12/31/25			11,248.82
01/15/2026	15940	Accounts Payable	WESTLAKE ACE HARDWARE		3,384.51
2947811	12/07/2025	ACE SUPPLIES 08/20-12/02/25			3,384.51
01/15/2026	15941	Accounts Payable	DAILY JOURNAL CORPORATION		172.50
B3997076	12/24/2025	CC PH NOTICE - INCLUSIONARY 12/23/25			95.00
B3996444	01/07/2026	CC PH NOTICE - Z2025-002 - ADU 1/6/26			77.50
01/15/2026	15942	Accounts Payable	TRISTIN WILSON		45.39
0818-092525EXP	01/12/2026	MILEAGE REIMBURSEMENT 8/18-9/25/25			45.39
01/15/2026	1837	Accounts Payable	GOV CONNECTION (ACH)	211070175 / 1310873272	14,485.55
77177021	12/19/2025	CR FOR ORDER 30154925 / INV 76644130			(590.00)
77190359	12/23/2025	ADDITIONAL COMPUTER PURCHASES - LAPTOP WARRANTIES			130.00
76964174	10/13/2025	ADDITIONAL COMPUTER PURCHASES - REMAINING ITEMS (FINAL INVOICE)			14,945.55
01/15/2026	1838	Accounts Payable	QUADIENT FINANCE USA, INC.	011900254 / 385015844484	5,940.35
4857 - NOV 25	11/16/2025	POSTAGE - NOV '25			3,805.56
4857 - DEC 25	12/16/2025	POSTAGE - DEC '25			2,134.79
01/15/2026	1839	Accounts Payable	REDWOOD PUBLIC LAW, LLP	122105980 / 8595354209	1,075.80
17805	10/31/2025	LEGAL SVCS - SRINGERI SHARADA PROJECT - SVCS THRU 10/31/25			1,075.80
01/15/2026	1840	Accounts Payable	STANTEC CONSULTING SERVICES INC (ACH)	111000012 / 3752096026	24,495.15
2472892	10/24/2025	EIR CONSULTING FOR MOWRY VILLAGE PRJCT - PER. ENDING 09/19/25			15,063.50
2485731	11/19/2025	EIR CONSULTING FOR MOWRY VILLAGE PRJCT - PER. ENDING 10/24/25			9,431.65
AP ZBA ACCOUNTS PAYABLE Totals:			Transactions: 54		\$386,860.55
Checks:	50		\$340,863.70		
EFTs:	4		\$45,996.85		

LIVE Newark CA LIVE
Payment Batch Register
 Bank Account: AP - ZBA ACCOUNTS PAYABLE
 Batch Date: 01/22/2026

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	01/22/2026	15943 Accounts Payable	AIRGAS USA, LLC		114.52
	Invoice	Date	Description	Check Sort Code	Amount
Check	01/22/2026	15944 Accounts Payable	ALAMEDA COUNTY FIRE DEPARTMENT		1,227,143.08
	Invoice	Date	Description	Check Sort Code	Amount
Check	01/22/2026	15945 Accounts Payable	BLAISDELL'S BUSINESS PRODUCTS		10.95
	Invoice	Date	Description	Check Sort Code	Amount
Check	01/22/2026	15946 Accounts Payable	PETTY CASH CUSTODIAN - JOHNA COULTHARD		555.15
	Invoice	Date	Description	Check Sort Code	Amount
Check	01/22/2026	15947 Accounts Payable	COMCAST BUSINESS		1,557.28
	Invoice	Date	Description	Check Sort Code	Amount
Check	01/22/2026	15948 Accounts Payable	CORELOGIC SOLUTIONS, LLC		242.15
	Invoice	Date	Description	Check Sort Code	Amount
Check	01/22/2026	15949 Accounts Payable	COUNTY OF ALAMEDA		1,105.00
	Invoice	Date	Description	Check Sort Code	Amount
Check	01/22/2026	15950 Accounts Payable	DIVISION OF THE STATE ARCHITECT		629.20
	Invoice	Date	Description	Check Sort Code	Amount
Check	01/22/2026	15951 Accounts Payable	EAST BAY EDA		5,000.00
	Invoice	Date	Description	Check Sort Code	Amount
Check	01/22/2026	15952 Accounts Payable	EAST BAY LAWN MOWER		740.98

	Invoice	Date	Description	Check Sort Code	Amount
	42717	01/09/2026	CHAIN AND TRIMMER HEAD REPLACEMENT PARTS		740.98
Check	01/22/2026	15953 Accounts Payable	EQUIFAX INFORMATION SVCS LLC		50.00
	Invoice	Date	Description	Check Sort Code	Amount
	2069342116	12/07/2025	CREDIT BUREAU REPORT FEES - 12/7/25		50.00
Check	01/22/2026	15954 Accounts Payable	FRONTIER BUILDING PRODUCTS PACIFIC, INC		130.00
	Invoice	Date	Description	Check Sort Code	Amount
	8-12-1168253.1	08/12/2025	SILLIMAN SKATE PARK DOOR SERVICE 8/12/25-UPDATED INVOICE		130.00
Check	01/22/2026	15955 Accounts Payable	GACHINA LANDSCAPE MANAGEMENT, INC.		29,780.60
	Invoice	Date	Description	Check Sort Code	Amount
	E 235157	01/01/2026	MAINTENANCE CONTRACT JANUARY 2026		29,780.60
Check	01/22/2026	15956 Accounts Payable	GOOD CITY COMPANY		16,088.75
	Invoice	Date	Description	Check Sort Code	Amount
	4543	12/31/2025	OBJECTIVE DESIGN STANDARDS - TASK ORD #2, AMEND #1 - 12/25		16,088.75
Check	01/22/2026	15957 Accounts Payable	HINDERLITER DE LLAMAS & ASSOCIATES		32,597.94
	Invoice	Date	Description	Check Sort Code	Amount
	SIN057711	11/30/2025	BUSINESS LICENSE DISCOVERY - NOV 2025		5,104.91
	SIN056798	11/25/2025	BUSINESS LICENSE TAX ORDINANCE/FEE STUDY SERVICES - 50%		25,000.00
	SIN057325	12/08/2025	TRANSACTION TAX - AUDIT & CONTRACT SERVICES Q2/2025		318.56
	SIN057136	12/08/2025	SALES TAX - AUDIT & CONTRACT SERVICES Q2/2025		2,174.47
Check	01/22/2026	15958 Accounts Payable	HOME DEPOT CREDIT SERVICES		360.32
	Invoice	Date	Description	Check Sort Code	Amount
	JAN'26	01/13/2026	HOME DEPOT CC PURCHASE JANUARY 2026		360.32
Check	01/22/2026	15959 Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC		895.93
	Invoice	Date	Description	Check Sort Code	Amount
	55Y1572892	12/05/2025	COPIER LEASE YEAR 4 OF 5 - TONER FINANCE 1ST FLOOR 12/25		895.93
Check	01/22/2026	15960 Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC		4,547.39
	Invoice	Date	Description	Check Sort Code	Amount
	905883703	11/24/2025	AGREEMENT 717-8255790-001 - DEC '25		4,342.59
	905920627	12/15/2025	AGREEMENT 717-8255790-002 - DEC '25		204.80
Check	01/22/2026	15961 Accounts Payable	KNORR SYSTEMS INTERNATIONAL		655.79
	Invoice	Date	Description	Check Sort Code	Amount
	293392	12/29/2025	SILLIMAN BACKWASH SYSTEM TROUBLESHOOT 12/16/25		655.79
Check	01/22/2026	15962 Accounts Payable	LEXISNEXIS RISK DATA MANAGEMENT INC.		1,081.25
	Invoice	Date	Description	Check Sort Code	Amount
	1100243524	12/31/2025	ACCURINT SEARCH TOOL DECEMBER 2025		1,081.25
Check	01/22/2026	15963 Accounts Payable	LEXISNEXIS RISK SOLUTIONS FL INC		50.63
	Invoice	Date	Description	Check Sort Code	Amount

	1300223185	12/31/2025	INVESTIGATIVE INFO RESEARCH - 12/31/25	50.63
Check	01/22/2026	15964	Accounts Payable LSL, LLP	8,280.00
	Invoice	Date	Description	Check Sort Code
	72603	12/31/2025	AUDITING SERVICES - 2025 AUDIT FINAL BILL	8,280.00
Check	01/22/2026	15965	Accounts Payable MILLER MANAGEMENT & CONSULTING GROUP	5,036.11
	Invoice	Date	Description	Check Sort Code
	2025-0928-01	09/28/2025	EFFECTIVE COMMUNICATION/COMMUNICATION STYLES TRAINING 09/24/25	5,036.11
Check	01/22/2026	15966	Accounts Payable MOHAMMED SHUAIB	204.03
	Invoice	Date	Description	Check Sort Code
	121725EXP	12/17/2025	BOOT REIMBURSEMENT 12/17/25	204.03
Check	01/22/2026	15967	Accounts Payable NAVIA BENEFIT SOLUTIONS CLIENT PAY	200.00
	Invoice	Date	Description	Check Sort Code
	11032909	10/29/2025	FY 25/26 COBRA ADMINISTRATION FEES - 10/01/25 TO 10/31/25	200.00
Check	01/22/2026	15968	Accounts Payable OWEN EQUIPMENT CO	2,349.57
	Invoice	Date	Description	Check Sort Code
	00069914	12/30/2025	VACTOR SERVICE 10/23/25	2,349.57
Check	01/22/2026	15969	Accounts Payable AT&T	8,161.12
	Invoice	Date	Description	Check Sort Code
	000024597794	01/01/2026	BAN 9391083983 - 12/01-12/31/25	7,288.60
	000024591988	01/01/2026	BAN 9391056598 - 12/01-12/31/25	872.52
Check	01/22/2026	15970	Accounts Payable PACIFIC GAS & ELECTRIC	92,574.58
	Invoice	Date	Description	Check Sort Code
	7578-011226	01/12/2026	CITYWIDE ELECTRICITY 01/12/26	92,574.58
Check	01/22/2026	15971	Accounts Payable PAKPOUR CONSULTING GROUP, INC.	2,858.63
	Invoice	Date	Description	Check Sort Code
	4896	01/06/2026	PLAN REVIEWS-8583 ROBSON AND 8665 CEDAR 12/01-12/31/25	2,858.63
Check	01/22/2026	15972	Accounts Payable RAFTELIS	260.00
	Invoice	Date	Description	Check Sort Code
	43561	01/09/2026	EXECUTIVE COACHING SERVICES 12/01-12/31/25	260.00
Check	01/22/2026	15973	Accounts Payable REDFLEX TRAFFIC SYSTEMS, INC.	17,400.00
	Invoice	Date	Description	Check Sort Code
	INV0114169	12/31/2025	REDLIGHT CAMERA MONITORING DECEMBER 2025	17,400.00
Check	01/22/2026	15974	Accounts Payable SHUTE, MIHALY & WEINBERGER LLP	2,898.00
	Invoice	Date	Description	Check Sort Code
	294300	11/24/2025	LEGAL SERVICES - SANCTUARY WEST - SVCS THRU 10/31/25	2,309.00
	294505	12/23/2025	LEGAL SERVICES - SANCTUARY WEST - SVCS THRU 11/30/25	589.00
Check	01/22/2026	15975	Accounts Payable ST. FRANCIS ELECTRIC, LLC	9,415.00
	Invoice	Date	Description	Check Sort Code
	24054525	12/31/2025	TRAFFIC SIGNAL & STREET LIGHT MAINTENANCE - 12/31/25	9,415.00

Check	01/22/2026	15976	Accounts Payable	STAPLES		82.64
	Invoice		Date	Description	Check Sort Code	Amount
	7008217822		12/31/2025	OFFICE SUPPLIES 12/19/25		82.64
Check	01/22/2026	15977	Accounts Payable	STRATEGIC ECONOMICS INC		5,650.00
	Invoice		Date	Description	Check Sort Code	Amount
	2401.06		12/31/2025	ASSESS CONDITIONS IN INDUSTRIAL AREAS & PREP ZONING RECOMM 12/25		5,650.00
Check	01/22/2026	15978	Accounts Payable	YSERCO, INC		9,876.75
	Invoice		Date	Description	Check Sort Code	Amount
	19172		01/01/2026	ENERGY MANAGEMENT SERVICES 01/26-03/26		9,876.75
Check	01/22/2026	15979	Accounts Payable	THE UNITED STATES CONFERENCE OF MAYORS		4,348.00
	Invoice		Date	Description	Check Sort Code	Amount
	INV006357		01/01/2026	MEMBERSHIP DUES FOR CY2026		4,348.00
Check	01/22/2026	15980	Accounts Payable	TRUE NORTH COMPLIANCE SERVICES, INC.		495.00
	Invoice		Date	Description	Check Sort Code	Amount
	25-12-032		01/01/2026	BI FIELD INSPECTION AND RELATED PROFESSIONAL SERVICES 12/25		495.00
Check	01/22/2026	15981	Accounts Payable	UNIVERSAL BUILDING SERVICES & SUPPLY CO		2,330.00
	Invoice		Date	Description	Check Sort Code	Amount
	542864		12/31/2025	JANITORIAL SERVICES - LIBRARY CARPETS 12/30-12/31/25		2,330.00
Check	01/22/2026	15982	Accounts Payable	URBAN PLANNING PARTNERS, INC.		1,875.00
	Invoice		Date	Description	Check Sort Code	Amount
	24013-251231		01/13/2026	ADU PRGM IMPLEMENTATION - SVCS THRU 12/31/25		1,875.00
Check	01/22/2026	15983	Accounts Payable	MATTHEW WARREN		3,000.00
	Invoice		Date	Description	Check Sort Code	Amount
	123125WARREN		01/22/2026	EE COMPUTER LOAN PROGRAM		3,000.00
Check	01/22/2026	15984	Accounts Payable	WEX BANK		1,675.21
	Invoice		Date	Description	Check Sort Code	Amount
	109859244		01/06/2026	CHEVRON CC 01/06/26		1,675.21
Check	01/22/2026	15985	Accounts Payable	ZUMAR INDUSTRIES		424.93
	Invoice		Date	Description	Check Sort Code	Amount
	55343		12/30/2025	STREET SIGN R11		424.93
EFT	01/22/2026	1847	Accounts Payable	REDWOOD PUBLIC LAW, LLP	122105980 / 8595354209	1,061.00
	Invoice		Date	Description	Check Sort Code	Amount
	18063		11/30/2025	LEGAL SVCS CEDARS CHURCH - SVCS THRU 11/30/25		770.00
	18054		11/30/2025	ENCROACHMENT EASEMENT AGREEMENT 37057 SAN ANTONIO ST 11/21/25		291.00
EFT	01/22/2026	1848	Accounts Payable	STORMWIND LLC	122100024 / 168681860	4,140.00
	Invoice		Date	Description	Check Sort Code	Amount
	55379		01/01/2026	IT DEPARTMENT ONLINE TRAINING FY26 - ULTIMATE ACCESS + TERM 3		4,140.00

AP ZBA ACCOUNTS PAYABLE Totals:

Transactions: 45

\$1,507,932.48

Checks: 43
EFTs: 2

\$1,502,731.48
\$5,201.00



STAFF REPORT

Item D. 2.

DATE 02/12/2026
TO Honorable Mayor and City Council Members
FROM Neetu Salwan, City Clerk
SUBJECT Approval of January 22, 2026, City Council Minutes

Attachments

January 22, 2026, City Council Minutes



CITY OF NEWARK

CITY COUNCIL MEETING

Council Chambers

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

DRAFT MINUTES

Thursday, January 22, 2026
7:00 P.M.

A. ROLL CALL

Mayor Hannon called the meeting to order at 7:03 p.m. Vice Mayor Jorgens, Council Members Grindall, Catancio, and Little were present.

B. PRESENTATIONS

1. Commendation for Debbie Rodriguez in recognition of her dedication, with best wishes for her retirement

Mayor Hannon presented the commendation to Debbie Rodriguez.

2. Commendation for Planning Commissioner Fitts's 40th anniversary on the Planning Commission

Mayor Hannon presented the commendation to Planning Commissioner Fitts.

3. Introduction of an employee

Mayor Hannon introduced new employee, Permit Technician Sara Liew.

Mayor called for a recess at 7:30 p.m. The meeting resumed at 7:46 p.m.

C. PUBLIC COMMENT

No one from the audience requested to speak.

D. CONSENT CALENDAR

No one from the audience requested to speak.

Council Member Catancio moved, Council Member Grindall seconded, to approve Consent Calendar items D.1 to D.8, that the resolutions be numbered consecutively, and that reading of the titles suffice for adoption. The motion passed, 5 AYES.

1. Approval of January 8, 2026, City Council Minutes

2. Waive further reading and adopt an ordinance amending Section 17.18.030 of the Newark Municipal Code and adding Chapter 17.27 to the Newark Municipal Code to update the Newark affordable housing program and affordable housing requirements
Ordinance No. 560
3. Waive further reading and adopt an ordinance adding Chapter 5.45 of the Newark Municipal Code and adding Chapter 5.50 to the Newark Municipal Code to establish rent review and residential landlord and tenant relations requirements
Ordinance No. 561
4. Adopt a resolution approving the acceptance of State General Fund Grant Funds (Grant) for Jerry Raber Ash Street Park - Updated Playground and Park Furnishings (CIP No. 1407), approving the Project Information Form, and appointing the City Manager or his designee to execute documents as necessary to effectuate utilization of the Grant to complete the Project
Resolution No. 11811
5. Approve the project specifications and adopt a resolution accepting the bid and awarding a construction contract to Villalobos & Associates, Inc. for the 2026 Curb, Gutter, Sidewalk Replacement Project (CIP No. CIPA10007.FY2026) and the 2026 Citywide Accessible Ramps Project (CIP No. CIPA10001.FY2026), for a combined not-to-exceed project authorization, and determine the projects to be categorically exempt from the CEQA Guidelines Section 15301
Resolution No. 11812
6. Approval of Audited Demands
7. Adopt a Resolution Amending the 2024–2026 Biennial Budget and Capital Improvement Plan to increase funding for the Silliman Aquatic Center (CIP No. 1291) and Silliman Activity Center (CIP No. 1375) Roof Replacement Projects
Resolution No. 11813
8. Adopt a resolution authorizing the City Manager to execute a second amendment to the contractual services agreement with CSW Struber Stroeh Engineering Group to not exceed the amount by \$198,435 for a new contract total of \$1,212,932 for the Old Town Streetscape Improvements Project
Resolution No. 11814

E. PUBLIC HEARINGS

1. Hearing to Consider an Ordinance of the City Council of the City of Newark Amending Title 17 (Zoning) of the Newark Municipal Code to Amend Chapter 17.26, §17.26.040, Accessory Dwelling Units, Generally Affecting Development Standards for the Construction Of Accessory Dwelling Units and Junior Accessory Dwelling Units, and to Amend Chapter 17.45, §17.45.010, Residential Uses, Generally Affecting the Use Classification for Accessory Dwelling Units and Junior Accessory Dwelling Units

City Manager Benoun provided introductory remarks and project background.

Associate Planner Joseph Balatbat gave the presentation. The presentation is on file with the City Clerk.

Mayor Hannon opened the public hearing.

No one from the audience requested to speak.

Mayor Hannon closed the public hearing.

Council Members asked clarifying questions and held discussion regarding amendments to Newark's zoning code.

Council Member Grindall moved, Council Member Little seconded, to approve the staff recommendation, with an amendment to remove the 2-foot allowance for the detached ADU and passed by the following votes: AYES: Jorgens, Grindall, Little, Hannon; NOES: Catancio; ABSTAIN: None.

F. OTHER BUSINESS

1. Presentation of the 2025 Community Survey Results

City Manager Benoun provided introductory remarks and project background.

Strategic Initiatives Manager Roya Gonzalez and ETC Institute's Director of Community Research Ryan Murray gave the presentation. The presentation is on file with the City Clerk.

No one from the audience requested to speak.

Council Members asked clarifying questions and held discussion regarding community Survey.

2. Consider a resolution adopting an update to the January 2010 Climate Action Plan initial framework Resolution No. 11815

City Manager Benoun provided introductory remarks and project background.

Environmental Services Manager James Scanlin gave the presentation. The presentation is on file with the City Clerk.

No one from the audience requested to speak.

Council Members asked clarifying questions and held discussion regarding the Climate Action Plan.

Vice Mayor Jorgens moved, Council Member Little seconded, to approve the staff recommendation. The motion passed, 5 AYES.

3. Economic Development Update and Informational Report

City Manager Benoun provided introductory remarks and project background.

Deputy Economic Development Director Angela Tsui gave the presentation. The presentation is on file with the City Clerk.

No one from the audience requested to speak.

Council Members asked clarifying questions and held discussion regarding the Economic Development Update.

4. Accept the Annual Comprehensive Financial Report (ACFR) for the period ending June 30, 2025

City Manager Benoun provided introductory remarks and project background.

Senior Accountant Michelle Villanueva gave the presentation. The presentation is on file with the City Clerk.

No one from the audience requested to speak.

Council Member Little moved, Council Member Catancio seconded, to approve the staff recommendation. The motion passed, 5 AYES.

G. CITY MANAGER UPDATES

City Manager Benoun announced:

1. Ribbon Cutting Ceremony on January 29, 2026, from 3:00 p.m. to 5:00 p.m. at the Newark Resource Center (37365 Ash Street, Newark)
2. The City of Newark launched a new bi-weekly digital newsletter. To subscribe, visit www.newarkca.gov/newsletters

H. CITY COUNCIL MATTERS

Council Member Catancio reported on attending the January 21, 2026, AVA meeting as Newark's representative, announced a save-the-date for a free Lunar New Year community event on February 28, 2026, from 12:00 to 3:00 p.m. at the Newark Library, in partnership with Senator Aisha Wahab, Assessor Phong La, and with Assembly Member Alex Lee expected to attend.

Vice Mayor Jorgens shared historical background on Newark's name as part of the City's 150th anniversary, noting two possible origins: one tied to J. Barr Robertson, who named it after Castle in Port Glasgow, Scotland, and another linked to EB Parin, who may have named it after Newark, New Jersey.

Council Member Little announced the Tri-City Veterans Mixer at O'Sullivan's Sport Pub on January 29, 2026, from 5:30 p.m. to 8:00 p.m., Mission Peak District Cub Scout Yo-Yo Day on February 28, 2026, at the First Presbyterian Church from 1:00 p.m. to 6:00 p.m.; and the third Annual Teen College & Career Fair in partnership with Ohlone College on March 28, 2026, at the Ohlone College Newark Center, 39399 Cherry Street, Newark, CA from 1:00 p.m. to 3:00 p.m.

Council Member Grindall announced a Town Hall with Tamales on January 26, from 6:00 p.m. to 8:00 p.m., inviting community members to discuss community issues and ideas for improving Newark.

The Mayor reported participating in the Point-in-Time Count and plans to attend Fremont's 70th anniversary event.

I. CLOSED SESSION

None.

J. ADJOURNMENT

Mayor Hannon adjourned the meeting at 10:46 p.m.

Neetu Salwan, City Clerk



STAFF REPORT

Item D. 3.

DATE 02/12/2026
TO Honorable Mayor and City Council Members
FROM Neetu Salwan, City Clerk
SUBJECT Approval of February 5, 2026, City Council Minutes

February 5, 2026, City Council Minutes

Attachments

February 5 2026 City Council Minutes



CITY OF NEWARK CITY COUNCIL

City Administration Building, City Council Chambers

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



DRAFT Minutes **City Council Retreat**

Thursday, February 5, 2026

Hyatt Place Newark / Silicon Valley
Sycamore Meeting Room
5600 John Muir Dr., Newark, CA 94560

A. ROLL CALL

Mayor Hannon called the meeting to order at 9 A.M. Vice Mayor Jorgens, Council Members Catancio, Grindall, and Little were present.

B. City Council Workshop

1. Welcome from Mayor Hannon

Mayor Hannon welcomed the Council Members and the staff. He expressed his appreciation for the staff's hard work, dedication, and thoroughness in providing project information. He emphasized that the City Council operates as a team and highlighted the importance of collaboration, unity, and working together to serve the best interests of the City.

No one from the public requested to speak.

2. City Council discussion consisting of opening comments from City Manager Benoun, discussion of effective governance, looking to the future, celebrating accomplishments and discussion of goals and priorities

City Manager Benoun stated that the workshop offered an opportunity for the Mayor, Council Members and staff to collaboratively develop a shared vision. He reviewed the workshop objectives and reflected on the January 2025 session.

Jan Perkins served as the facilitator for the retreat, and Julie Gieseke prepared large visual maps to illustrate the discussion as it took place.

A group discussion was held addressing various topics, including the key qualities of effective City Council and staff collaboration, the characteristics of the Council-Manager form of government, the role of the City Attorney, and best practices for developing City Council meeting agendas, transparency, and communications.

The meeting then recessed for a lunch break.

The meeting reconvened, with the Executive Team joining following the activity facilitated by Ms. Perkins involving the Mayor, Council Members, and staff, which focused on best governance practices.

The Mayor, Council Members, and staff reviewed the current conditions that should be maintained in future years, as well as aspirational conditions not currently in place that they aim to achieve for Newark. The Executive Team shared highlights from their respective departments and their contributions to the community.

The meeting recessed for a break.

Upon reconvening, the Mayor and Council Members discussed key focus areas and outlined their priorities and goals.

City Manager Benoun reviewed the City's vision statement and sought input from the Mayor and Council Members. He also provided an overview of the implementation of Strategic Priorities and requested that the Mayor and Council Members review the materials provided and share feedback at a later time.

The meeting concluded with closing remarks from the Mayor, Council Members, City Manager, and City Attorney.

C. ADJOURNMENT

Mayor Hannon adjourned the meeting at 3:30 p.m.

Neetu Salwan
City Clerk



STAFF REPORT

Item D. 4.

DATE 02/12/2026
TO Honorable Mayor and City Council Members
FROM Brittney Frye, Human Resources Director
SUBJECT Waive further reading and adopt an ordinance amending the contract between the City of Newark and the Board of Administration of the California Public Employees' Retirement System

The ordinance was introduced at the January 8, 2026, City Council meeting. A second reading of the ordinance is required prior to adoption.

Attachments

Draft Ordinance No. 562 - CalPERS Contract Amendment
Ordinance No. 562 - Exhibit CalPERS

ORDINANCE NO. 562

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE
CITY OF NEWARK AND THE BOARD OF ADMINISTRATION OF THE
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

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

SECTION 1. That an amendment to the contract between the City Council of the City of Newark and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

SECTION 2. The Mayor of the City of Newark is hereby authorized, empowered, and directed to execute said amendment for and on behalf of the City of Newark.

SECTION 3. This Ordinance shall take effect thirty days from the date of its adoption, and prior to the expiration of fifteen days from the passage thereof shall be published once in the Tri-City Voice, a newspaper of general circulation, published and printed in the County of Alameda and the circulated in the City of Newark and thenceforth and thereafter the same shall be in full force and effect.



EXHIBIT

**California
Public Employees' Retirement System**



AMENDMENT TO CONTRACT

**Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Newark**



The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective July 1, 1959, and witnessed July 2, 1959, and as amended effective September 1, 1965, October 16, 1969, October 25, 1969, January 16, 1970, September 24, 1978, January 1, 1980, October 1, 1980, September 15, 1986, January 16, 1987, January 1, 1988, August 13, 1989, October 15, 1989, September 13, 1991, October 15, 2000, January 26, 2001, February 11, 2002, July 1, 2003, January 1, 2004, November 16, 2004, July 1, 2005, July 16, 2006, and December 16, 2013, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 15 are hereby stricken from said contract as executed effective December 16, 2013, and hereby replaced by the following paragraphs numbered 1 through 18 inclusive:
 - 1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members, age 62 for new local miscellaneous members, age 50 for classic local safety members, and age 57 for new local safety members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after July 1, 1959, making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Police Officers (herein referred to as local safety members);
 - c. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

6. From and after October 25, 1969, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 superseded this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975. Legislation repealed and replaced said Section with Government Code Section 20305 effective July 1, 1994.
7. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment before and not on or after January 1, 2004, shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment on or after January 1, 2004, shall be determined in accordance with Section 21354.4 of said Retirement Law (2.5% at age 55 Full).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local safety member shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
11. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local safety member shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
12. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
13. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 21574.5 (Indexed Level of 1959 Survivor Benefits).
 - b. Section 21024 (Military Service Credit as Public Service).
 - c. Section 20965 (Credit for Unused Sick Leave).
 - d. Section 20042 (One-Year Final Compensation) for classic members only.
 - e. Section 21548 (Pre-Retirement Option 2W Death Benefit).

f. Section 20516 (Employees Sharing Cost of Additional Benefits):

Section 21354.4 (2.5% @ 55 Full formula) effective January 1, 2004, for classic local miscellaneous members.

The employee cost sharing contributions are not to exceed 3.468%. The maximum employee cost sharing contribution is the normal cost plus the increase in the accrued liability due to the benefit improvement amortized over 20 years. In no event shall the employee cost sharing contribution attributable to the unfunded liability remain in effect beyond December 31, 2023. Thereafter, in any given contribution year, the maximum employee cost sharing contribution cannot exceed 1.351% of payroll.

Section 21362.2 (3% @ 50 Full formula) effective January 1, 2003, for classic local safety members.

The employee cost sharing contributions are not to exceed 11.182%. The maximum employee cost sharing contribution is the normal cost plus the increase in the accrued liability due to the benefit improvement amortized over 20 years. In no event shall the employee cost sharing contribution attributable to the unfunded liability remain in effect beyond June 30, 2023. Thereafter, in any given contribution year, the maximum employee cost sharing contribution cannot exceed 4.418% of payroll.

g. Section 20516 (Employees Sharing Additional Cost):

From and after December 16, 2013, 3.468% for new local miscellaneous members.

From and after December 16, 2013, 1.5% for new local fire members.

From and after December 16, 2013, and until the effective date of this amendment to contract, 1.5% for new local police members.

14. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on September 24, 1978. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
15. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.

16. Public Agency shall also contribute to said Retirement System as follows:
- a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
17. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
18. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF NEWARK

BY _____
MELODY BENAVIDES, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk



STAFF REPORT

Item D. 5.

DATE 02/12/2026
TO Honorable Mayor and City Council Members
FROM Miki Tsubota, City Engineer
SUBJECT Adopt a resolution approving an amendment to the Contractual Services Agreement with MNS Engineers, Inc. for additional on-call Public Works construction inspection services and amend the 2024-2026 Biennial Budget and Capital Improvement Plan

SUMMARY AND RECOMMENDATION

The City previously entered into a multi-year Contractual Services Agreement (Agreement) with MNS Engineers, Inc. (MNS Engineers) for on-call Public Works construction inspection services. This Agreement was established with an annual not-to-exceed amount of \$304,000. Due to continuing challenges in filling ongoing vacant positions in the Engineering Division and required on-going inspection services, additional services from MNS Engineers are needed under this contract for the remainder of Fiscal Year 2025-26 to ensure service capacity aligns with customer demand.

Staff recommends that the City Council, by resolution:

1. Approve an amendment to the Contractual Services Agreement with MNS Engineers, Inc. increasing the Fiscal Year 2025-26 not-to-exceed amount to \$502,000; and
2. Approve a \$200,000 budget amendment to the 2024-2026 Biennial Budget and Capital Improvement Plan to support the contract amendment.

The budget amendment would be funded by a combination of on-going support related to inspection services within the Development cost center and salary savings associated with vacant Engineering Division positions and not result in an increase to overall General Fund expenditures.

BACKGROUND

In June 2022, the City entered into a multi-year Contractual Services Agreement (Agreement) with MNS Engineers, Inc. for on-call Public Works construction inspection and miscellaneous support services. The Agreement provided for annual compensation of up to \$304,000 per year from Fiscal Year 2022-23 through Fiscal Year 2023-24. Pursuant to Section 16 of the Agreement, the City exercised its option to extend the Agreement for an additional one-year term from July 1, 2024 through June 30, 2025, with a not-to-exceed amount of \$304,000. Pursuant to Section 16 of the Agreement,

the City exercised its option to extend the Agreement for an additional one-year term from July 1, 2025 through June 30, 2026, with a not-to-exceed amount of \$302,000. The not-to-exceed amount was established based on anticipated levels of intermittent on-call inspection and technical support services.

Actual service needs under the Agreement have exceeded the original assumptions for the current fiscal year. The Agreement is structured to allow for additional technical support services as needed, subject to City Council approval of any increase to the not-to-exceed amount.

DISCUSSION/ANALYSIS

In June 2022, the City of Newark selected MNS Engineers, Inc. through a competitive Request for Proposal (RFP) process. MNS Engineers was identified as the top-ranked consultant based on their competitive fee structure, immediate personnel availability, and proven track record with the City. The current not-to-exceed amount of \$302,000 for Fiscal Year 2025-2026 was established based on anticipated levels of on-call support. Actual service needs for the current fiscal year have exceeded those assumptions, requiring additional contract capacity to maintain established service levels and project timelines.

MNS Engineers has successfully provided the necessary technical personnel to augment City staff, ensuring that time-to-service goals were met without sacrificing quality or customer service. The current Agreement with MNS Engineers was established with a not-to-exceed amount of \$302,000 for Fiscal Year 2025-2026, intended to cover on-going support related to inspection services and vacancies in the Engineering division.

Staff recommends an amendment to the MNS Engineers Agreement and a corresponding budget adjustment of a not-to-exceed amount of \$200,000. By leveraging MNS Engineers' personnel, the Engineering Division can continue to provide high-level service to the Newark community and meet critical project deadlines while the City continues its recruitment efforts for permanent staff.

FISCAL IMPACT

Staff recommends increasing the not-to-exceed contract amount with MNS Engineers, Inc. by \$200,000 and approving a corresponding \$200,000 amendment to the 2024-2026 Biennial Budget and Capital Improvement Plan. The budget amendment will increase appropriations in GL Account 120.60.061.6110 (Engineering Division). The additional cost will be fully offset by salary savings resulting from vacant Engineering Division positions and from on-going support related to inspection services within the Development cost center.

STRATEGIC PRIORITY AREA

Foster a Safe and Healthy Community
Further Economic Vitality and Housing for All
Modernize Public Facilities and Infrastructure

REVIEW AND APPROVAL

Prepared by – Miki Tsubota, City Engineer

Reviewed by – Howard Young, Director of Public Works

Reviewed by - Krysten Lee, Finance Director

Reviewed by - Kristopher J. Kokotaylo, City Attorney

Approved by - David J. Benoun, City Manager

Attachments

MNS Original Contract (C22035)

MNS Contract Renewal Till 6.30.25

MNS Contract Renewal Till 6.30.26

MNS Resolution

**CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS**

This Service Agreement (hereinafter “Agreement”) is made and entered into this 23RD day of JUNE, 2022 by and between the **CITY OF NEWARK**, a municipal corporation (“City”), and **MNS ENGINEERS, INC.**, a California corporation (“Consultant”), collectively the “Parties”.

WITNESSETH:

WHEREAS, City requested proposals to perform on-call Public Works construction inspection services.

WHEREAS, in response to City’s request, Consultant submitted a proposal (hereinafter “Proposal”), now on file with the City Engineer and incorporated herein by reference; and, after negotiations, Consultant agreed to perform the “Services” more particularly described in Exhibit “A” (“Services”), in return for the compensation described in this Agreement and Exhibit “B”.

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

NOW, THEREFORE, the Parties hereto agree as follows:

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

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

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

3. COMPENSATION.

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

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of Three Hundred Four Thousand Dollars (\$304,000) for fiscal year 2022-2023 and for each subsequent fiscal year as may be allocated at, above or below this amount for the specified fiscal year, unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services and/or incurring such costs and expenses by City, evidenced in writing as Additional Services by Task Order (see Section 4. Additional Services of this Agreement).

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

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

8. **INFORMATION AND DOCUMENTATION.**

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

B. **Consultant's Accounting Records.** Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four (4) years. Consultant's

accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultants' invoices and payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

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

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

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

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

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

A. Verification of Coverage.

Consultant shall furnish City with original certificates of insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences. City reserves the right to require and obtain complete, certified copies of all required insurance policies and endorsements at any time. Failure to exercise this right at any time shall not constitute a waiver of right to exercise later. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. Insurance Services Office Form Number CG 00 01 covering Commercial General Liability on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury; and
2. Insurance Services Office Form Number CA 00 01 covering Code 1 (any auto), or Code 8 (hired) and Code 9 (non-owned) if consultant has no owned autos; and
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance; and
4. Errors and Omissions Liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

C. Minimum Limits of Insurance.

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

Consultant shall maintain limits no less than:

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

D. Deductibles and Self-Insured Retentions.

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

E. Claims Made Policies.

For all "claims made" coverage, in the event that Consultant changes insurance carriers Consultant shall purchase "tail" coverage or otherwise provide for continuous coverage covering the Term of this Agreement and not less than five (5) years thereafter. Proof of such "tail" or other continuous coverage shall be required at any time that the Consultant changes to a new carrier.

F. Wasting Policies.

No policy required by this paragraph 12 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

G. Remedies.

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

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

H. Acceptability of Insurers.

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

I. Other Insurance Provisions.

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

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

2. Primary Coverage. For any claims related to Services, Consultant's insurance coverage shall be primary insurance as respects City, its officers, officials, directors, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, directors, employees, or volunteers shall be excess of Consultant's insurance and shall not be contribute with it. Consultant's policy will not seek contribution from the City's insurance or self-insurance.

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

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

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

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

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

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 12 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

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

13. REPORTING DAMAGES. If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 18, hereinbelow) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

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

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

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

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

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

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

16. TERM/TERMINATION.

A. The term of this Agreement shall commence upon the date first hereinabove written and shall expire on June 30, 2024. At the end of the term, the City may

renew this Agreement for two (2) one-year terms as authorized by the by the Public Works Director, City Manager, or City Council.

B. Notwithstanding the provisions of paragraph 16 section A above, City may terminate this Agreement at any time and without cause upon written notification to the Consultant. Consultant may cancel this Agreement upon thirty (30) day’s written notice to City and shall include in such notice the reasons for cancellation. In the event of such termination, City shall compensate Consultant for Services rendered and reimburse Consultant for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the Services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of City to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to City hereunder.

17. CONTRACT ADMINISTRATION. This Agreement shall be administered by the Public Works Director of the City of Newark (“Administrator”). All correspondence shall be directed to or through the Administrator or his/her designee.

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

CITY OF NEWARK

JEFF EDWARDS
Vice President

PUBLIC WORKS DIRECTOR
Administrator

Address: MNS Engineers, Inc.
201 N. Calle Cesar Chavez
Suite 300
Santa Barbara, CA 93103

City of Newark
Attn: Public Works Director
37101 Newark Boulevard
Newark, CA 94560

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

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

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

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

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

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

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

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

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

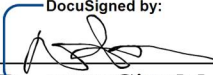
28. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Consultant and City. This Agreement shall inure to the benefit of and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

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

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

CITY OF NEWARK,
a municipal corporation

MNS ENGINEERS, INC.
a California corporation

By 
David Benoun, City Manager

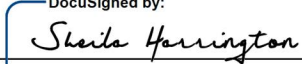
By 

Date 6/26/2022

Date 6/24/2022

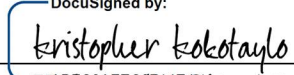
Jeff Edwards Vice President
Printed Name, Title

Attest:


Sheila Harrington, City Clerk

Date 6/26/2022

Approved as to form:


Kristopher Kokotaylo, City Attorney

Date 6/24/2022

EXHIBIT A

SCOPE OF SERVICES

The desired scope of civil engineering services pertaining to construction inspection development and other Public Works projects encompasses a wide range of activities. Inspecting and evaluating multiple land development project sites, throughout all stages of construction, may include the following:

- Evaluate job sites for conformance with published City, State, and Federal regulations and engineering standards of practice. Relevant regulations in which the Consultant will be expected to demonstrate proficiency may include, but are not limited to:
 - ADA and accessibility requirements
 - Regional Water Quality Control Board (RWQCB) Municipal Regional Stormwater NPDES Permit Order No. R2-2015-0049 (MRP) compliance and measures including MS4 protection, and other construction BMPs (MRP C.6).
 - By extension, the Consultant will also be responsible for remaining current with updated regulations and measures.
- Conduct construction inspection daily reports, inspection memos, logs, material certifications, etc. in accordance with federal, state, and local requirements and regulations.
- Maintain records for encroachment permits, subdivision agreements, and private development permits.
- Inspect asphalt concrete paving, utility installations, trench backfill and compaction, storm drain systems and improvement.
- Oversee and inspect installation of infrastructure for both public and private street improvements, including grade checking, construction submittal review, material sampling and compaction testing, USA field markings, storm drain video review, and erosion/sediment control inspections.
- Other field duties as assigned by City's authorized representatives.

Consultant(s) hereby agree to furnish any and all materials, labor and equipment to perform the inspection services.

Additionally, Consultant(s) will be expected to work collaboratively with Public Works staff and other City departments, such as Planning, Building, and Fire, during the review process, maintaining open avenues of communication to facilitate project completion. External agencies that may also require effective communication include Union Sanitary District, Alameda County Water District, Alameda County Flood Control, PG&E (and other dry utilities), permit applicants, and their respective contractors. The above list is not exhaustive, but rather an overview of primary-level expectations.

EXHIBIT B

PAYMENT

2022 STANDARD SCHEDULE OF FEES

PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge.....	\$320
Senior Project/Program Manager.....	295
Project/Program Manager.....	255
Assistant Project/Program Manager.....	215
Senior Project Coordinator.....	175
Project Coordinator.....	145

ENGINEERING

Principal Engineer.....	\$280
Lead Engineer.....	245
Supervising Engineer.....	235
Senior Project Engineer.....	220
Project Engineer.....	200
Associate Engineer.....	180
Assistant Engineer.....	165

SURVEYING

Principal Surveyor.....	\$260
Lead Surveyor.....	250
Supervising Surveyor.....	215
Senior Project Surveyor.....	195
Project Surveyor.....	170
Senior Land Title Analyst.....	165
Associate Project Surveyor.....	160
Assistant Project Surveyor.....	145
Party Chief (PW).....	170
Chainperson (PW).....	150
One-Person Survey Crew (PW).....	210

CONSTRUCTION MANAGEMENT

Principal Construction Manager.....	\$305
Senior Construction Manager.....	275
Senior Resident Engineer.....	265
Resident Engineer.....	240
Structure Representative.....	235
Construction Manager.....	210
Assistant Resident Engineer.....	195
Sr. Construction Inspector (PW).....	177
Construction Inspector (PW).....	168
Office Administrator.....	130

TECHNICAL SUPPORT

CADD Manager.....	\$195
Supervising Technician.....	165
Senior Technician.....	155
Engineering Technician.....	125

ADMINISTRATIVE SUPPORT

Senior Management Analyst.....	\$180
Management Analyst.....	155
IT Technician.....	135
Graphics/Visualization Specialist.....	120
Administrative Assistant.....	95

GOVERNMENT SERVICES

City Engineer.....	\$240
Deputy City Engineer.....	215
Assistant City Engineer.....	205
Plan Check Engineer.....	190
Permit Engineer.....	180
City Inspector.....	150
Senior City Inspector (PW).....	177
City Inspector (PW).....	168
Principal Stormwater Specialist.....	175
Senior Stormwater Specialist.....	165
Stormwater Specialist.....	155
Stormwater Technician.....	140
Building Official.....	215
Senior Building Inspector.....	190
Building Inspector.....	160
Planning Director.....	215
Senior City Planner.....	190
Assistant Planner.....	160
Senior Grant Writer.....	175
Grant Writer.....	165
Grant Associate.....	145
Grant Assistant.....	125

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate. Expert Witness services will be charged at three (3) times listed rate.

PREVAILING WAGE RATES

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

ANNUAL ESCALATION

Standard fee rates provided for each classification are subject to an annual escalation increase of 3.5% starting January 1, 2023.

OVERTIME

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classification will be charged at 1 x hourly rate.

Certificate Of Completion

Envelope Id: 4EA42246083948E490AF12DEF3267575	Status: Completed
Subject: Please DocuSign: MNS Engineers agreement.pdf	
Source Envelope:	
Document Pages: 14	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Sheila Harrington
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	37101 Newark Boulevard
	Newark, CA 94560
	sheila.harrington@newark.org
	IP Address: 206.128.122.185

Record Tracking

Status: Original	Holder: Sheila Harrington	Location: DocuSign
6/23/2022 9:59:59 AM	sheila.harrington@newark.org	

Signer Events

Jeff Edwards
jedwards@mnsengineers.com
Vice President
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Signature Adoption: Pre-selected Style
Signed by link sent to jedwards@mnsengineers.com
Using IP Address: 174.243.215.64

Timestamp

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Signed: 6/24/2022 8:27:04 AM

Electronic Record and Signature Disclosure:
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Kristopher Kokotaylo
kkokotaylo@meyersnave.com
Security Level: Email, Account Authentication (None)


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Using IP Address: 206.169.145.130

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Signed: 6/24/2022 8:42:28 AM


Electronic Record and Signature Disclosure:
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David J. Benoun
david.benoun@newark.org
Security Level: Email, Account Authentication (None)

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Using IP Address: 73.170.64.230
Signed using mobile

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Signed: 6/26/2022 7:18:45 AM

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Signer Events	Signature	Timestamp
Sheila Harrington sheila.harrington@newark.org City Clerk City of Newark Security Level: Email, Account Authentication (None)	DocuSigned by:  AD90989DBABE45E... Signature Adoption: Pre-selected Style Signed by link sent to sheila.harrington@newark.org Using IP Address: 73.158.135.105	Sent: 6/26/2022 7:18:46 AM Viewed: 6/26/2022 8:02:19 PM Signed: 6/26/2022 8:02:37 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Diana Cangco diana.cangco@newark.org Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	Sent: 6/26/2022 8:02:39 PM Viewed: 6/27/2022 9:37:21 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	6/26/2022 8:02:19 PM
Signing Complete	Security Checked	6/26/2022 8:02:37 PM
Completed	Security Checked	6/26/2022 8:02:39 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Newark:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: sheila.harrington@newark.org

To advise City of Newark of your new email address

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

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

To request paper copies from City of Newark

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

To withdraw your consent with City of Newark

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to sheila.harrington@newark.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



CITY OF NEWARK

37101 Newark Boulevard, Newark, CA 94560

www.newark.org

June 18, 2024

Sent via e-mail: jedwards@mnsengineers.com

MNS Engineers, Inc.
201 N. Calle Cesar Chavez, Suite 300
Santa Barbara, CA 93.103
ATTN: Jeff Edwards

RE: Extension of Contractual Services Agreement

Dear Mr. Edwards:

Per the Contractual Services Agreement dated June 23, 2022, MNS Engineers, Inc. is under contract to perform on-call Public Works construction inspection services.

This letter is to provide notice pursuant to Section 16 of the Agreement entitled, "Term/Termination" that the City is electing to extend the Agreement for an additional one (1) year term from July 1, 2024 through June 30, 2025 with a not-to-exceed amount of **\$304,000**.

All other terms and conditions of the Agreement shall remain in effect.

If you have any questions or need additional information, please contact Diana Cangco at (510) 578-4225 or diana.cangco@newark.org.

Sincerely,

Soren Fajeau
City of Newark
Public Works Director

Acknowledgement By:

Print Name: Jeff Edwards, Vice President

Date: June 20, 2024



July 31, 2025

Sent via e-mail: jedwards@mnsengineers.com

MNS Engineers, Inc.
201 N. Calle Cesar Chavez, Suite 300
Santa Barbara, CA 93103
ATTN: Jeff Edwards

RE: Extension of Contractual Services Agreement

Dear Mr. Edwards:

Per the Contractual Services Agreement dated June 23, 2022, MNS Engineers, Inc. is under contract to perform on-call Public Works construction inspection services.

This letter is to provide notice pursuant to Section 16 of the Agreement entitled, "Term/Termination" that the City is electing to extend the Agreement for an additional one (1) year term from July 1, 2025 through June 30, 2026 with a not-to-exceed amount of **\$302,000**.

All other terms and conditions of the Agreement shall remain in effect.

If you have any questions or need additional information, please contact me at 510-578-4286

Howard Young
City of Newark
Public Works Director

Acknowledgement By: MNS Engineers, Inc.

Name: 

Print: Jeff Edwards, Vice President

Date: 07.31.25



RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AN AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT WITH MNS ENGINEERS, INC. FOR ON-CALL PUBLIC WORKS CONSTRUCTION INSPECTION SERVICES AND APPROVING AN AMENDMENT TO THE 2024–2026 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN

WHEREAS, in June 2022, the City of Newark entered into a multi-year Contractual Services Agreement with MNS Engineers, Inc. for on-call Public Works construction inspection; and

WHEREAS, the Agreement provided for annual compensation of up to \$304,000 per year from Fiscal Year 2022-23 to Fiscal Year 2023-24; and

WHEREAS, pursuant to Section 16 of the Agreement, the City exercised its option to extend the Agreement for an additional one-year term from July 1, 2024 through June 30, 2025, with a not-to-exceed amount of \$304,000; and

WHEREAS, pursuant to Section 16 of the Agreement, the City exercised its option to extend the Agreement for an additional one-year term from July 1, 2025 through June 30, 2026, with a not-to-exceed amount of \$302,000; and

WHEREAS, actual service needs during Fiscal Year 2025-26 have exceeded the original assumptions used to establish the current not-to-exceed amount, requiring additional contract capacity to maintain established service levels and project timelines; and

WHEREAS, any increase to the not-to-exceed amount under the Agreement requires approval by the City Council; and

WHEREAS, staff recommends increasing the Fiscal Year 2025-26 not-to-exceed amount under the Agreement by \$200,000, for a revised total not-to-exceed amount of \$502,000; and

WHEREAS, a corresponding budget amendment to the 2024-2026 Biennial Budget and Capital Improvement Plan is required to increase appropriations in GL Account 120.60.061.6110 (Engineering Division) by \$200,000; and

WHEREAS, the additional cost will be fully offset by salary savings resulting from vacant Engineering Division positions and from on-going support related to inspection services within the Development cost center.

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

1. The City Council hereby approves an amendment to the Contractual Services Agreement with MNS Engineers, Inc. increasing the Fiscal Year 2025-26 not-to-exceed amount by \$200,000, from \$302,000 to \$502,000.
2. The City Council hereby approves a \$200,000 amendment to the 2024-2026 Biennial Budget and Capital Improvement Plan to increase appropriations in GL Account 120.60.061.6110 (Engineering Division) to support the contract amendment.
3. The City Manager or designee is authorized to execute the amendment to the Agreement with MNS Engineers, Inc., in a form approved by the City Attorney.



STAFF REPORT

Item D. 6.

DATE 02/12/2026
TO Honorable Mayor and City Council Members
FROM Joseph Balatbat, Associate Planner
SUBJECT Waive further reading and adopt an ordinance amending Title 17 (Zoning) of the Newark Municipal Code to amend Chapter 17.26, §17.26.040, Accessory Dwelling Units, generally affecting development standards for the construction of Accessory Dwelling Units and Junior Accessory Dwelling Units, and to amend Chapter 17.45, §17.45.010, Residential Uses, generally affecting the use classification for Accessory Dwelling Units and Junior Accessory Dwelling Units

The ordinance was introduced at the January 22, 2026, City Council meeting. At this meeting, City Council revised Section 17.26.040(C)(3)(c) of the draft ADU Zoning Text Amendment to remove the 20-foot height incentive for detached ADUs and defer to the State height requirements for detached ADUs per Government Code Section 66321. Government Code Section 66321 restricts the height of detached ADUs to 16 feet, unless the ADU is within one-half of one mile walking distance of a major transit stop or high-quality transit corridor, in which case the detached ADU may rise up to 18 feet with an additional two feet of roof pitch. There are no major transit stops or high-quality transit corridors in Newark.

The revised ordinance text as introduced can be found with the changes in blue underline text in Exhibit B – Zoning Text Amendments – ADU - Redline Strikeout Version.

Attached to this staff report are the draft ordinance considered by City Council on January 22, 2026, with the amendments to Exhibit A and B, and the ordinance as introduced and to be considered for adoption on February 12, 2026. A second reading of the ordinance is required prior to adoption.

Attachments

Draft Ordinance 563

Exhibit A – Zoning Text Amendments – ADU - Clean Version

Exhibit A – Zoning Text Amendments – Residential Uses- Clean Version

Exhibit B – Zoning Text Amendments – ADU - Redline Strikeout Version

Exhibit B – Zoning Text Amendments – Residential Uses - Redline Strikeout Version

ORDINANCE NO. 563

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING TITLE 17 (ZONING) OF THE NEWARK MUNICIPAL CODE TO AMEND CHAPTER 17.26, §17.26.040, ACCESSORY DWELLING UNITS, GENERALLY AFFECTING DEVELOPMENT STANDARDS FOR THE CONSTRUCTION OF ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS, AND TO AMEND CHAPTER 17.45, §17.45.010, RESIDENTIAL USES, GENERALLY AFFECTING THE USE CLASSIFICATION FOR ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS.

WHEREAS, Accessory Dwelling Units (ADUs) can provide an important housing resource for low and very low-income households, and a means of making home ownership more viable for moderate income homeowners; and

WHEREAS, the City has developed provisions in its Zoning Code (Title 17) for ADUs in Newark Municipal Code (NMC), Chapter 17.26, [§17.26.040](#) (ADUs) and Chapter 17.45, [§17.45.010](#) (Residential Uses); and

WHEREAS, these provisions are subject to periodic modification in response to new State laws and changes to the California Government Code; and

WHEREAS, recent State laws that impact regulations related to ADUs include, but are not limited to [Assembly Bill 345 \(Quirk-Silva, 2021\)](#), [Senate Bill 897 \(Wieckowski, 2022\)](#), [Senate Bill 1211 \(Skinner, 2024\)](#), and [Assembly Bill 2533 \(Carrillo, 2024\)](#); and

WHEREAS, the proposed Zoning Text Amendment to NMC [§17.26.040](#) (ADUs) and NMC [§17.45.010](#) (Residential Uses), meets all requirements of State law and are consistent with the new State guidelines for ADU regulations published by the California Department of Housing and Community Development; and

WHEREAS, the City of Newark's Housing Element Policy H2.2 (Second Units) declared ADUs as an important part of the City's housing supply and are integral to achieve the City's Regional Housing Needs Allocation; and

WHEREAS, Housing Element Program H2.2 (Accessory Dwelling Unit (ADU) Program) includes incentivizing the production of ADUs through amending development standards to selectively allow larger ADUs and reduce parking requirements for ADUs; and

WHEREAS, Housing Element Program H3.5 (Parking Standards Update and Study) includes removing parking requirements for ADUs; and

WHEREAS, the proposed Zoning Text Amendment to NMC [§17.26.040](#) (ADUs) and NMC [§17.45.010](#) (Residential Uses) is exempt from further environmental review pursuant to California Environmental Quality Act (CEQA) Guidelines §15061 (Review for Exemption), §15183 (Projects Consistent with a Community Plan, General Plan, or Zoning), §15282 (Other Statutory Exemptions), §15378 (Project), §15268 (Ministerial Projects), and California Public Resources Code §21083.3. The proposed Zoning Text Amendment can be seen with certainty that there is no possibility the adoption of this Ordinance may have a significant effect on the environment; and

WHEREAS, the proposed Zoning Text Amendment to NMC [§17.26.040](#) (ADUs) and NMC [§17.45.010](#) (Residential Uses) is in conformance with the City's General Plan; and

WHEREAS, the Planning Commission held a public hearing on December 9, 2025, and fully considered the proposed Zoning Text Amendment, staff report, public comments, and all other testimony and evidence presented at the public hearing; and

WHEREAS, the Planning Commission finds that the staff report and CEQA Exemptions reflect the City's independent judgement and analysis of the proposed Zoning Text Amendment; and

WHEREAS, the City's General Plan and the Zoning Code are incorporated herein by reference and are available for review at City Hall during normal business hours and on the City's website; and

WHEREAS the Planning Commission made the necessary findings required pursuant to the NMC and voted 5 - 0 to recommend City Council adoption of the Ordinance; and

WHEREAS, pursuant to NMC [§17.31.060](#), a public hearing notice was published in the Tri-City Voice on January 6, 2026; and

WHEREAS, the City Council held a public hearing on January 22, 2026, and fully considered the proposed Zoning Text Amendment, staff report, public comments, and all other testimony and evidence presented at the public hearing.

NOW, THEREFORE, the City Council of the City of Newark does ordain as follows:

Section 1: That the foregoing recitals are true and correct and hereby made part of this Ordinance.

Section 2: The City Council of the City of Newark does hereby find and declare that the proposed Zoning Text Amendment embodied in this Ordinance as set forth in Exhibit A, attached hereto and made a part hereof by reference, is exempt from further environmental review pursuant to California Environmental Quality Act (CEQA) Guidelines §15061 (Review for Exemption), §15183 (Projects Consistent with a Community Plan, General Plan, or Zoning), §15282 (Other Statutory Exemptions), §15378 (Project), §15268 (Ministerial Projects), and California Public Resources Code §21083.3. The proposed Zoning Text Amendment can be seen with certainty that

there is no possibility the adoption of this Ordinance may have a significant effect on the environment.

Section 3. That a copy of the minutes from the Planning Commission meeting of December 9, 2025, has been forwarded to the City Council as a summary of the hearing.

Section 4: Pursuant to NMC [§17.39.070](#) of Title 17 (Zoning), the City Council of the City of Newark does hereby find that the proposed Zoning Text Amendment embodied in this Ordinance as set forth in Exhibit A, attached hereto and made a part of by reference, which seeks to amend Chapter 17.26, [§17.26.040](#), ADUs, generally affecting development standards for the construction of ADUs and JADUs, and to amend Chapter 17.45, [§17.45.010](#), Residential Uses, generally affecting the use classification for ADUs and JADUs, is necessary and desirable to achieve the purposes of Title 17 (Zoning) of the NMC.

Section 5: Title 17 (Zoning) of the Newark Municipal Code is hereby amended as shown in Exhibit A, clean version, and Exhibit B, with ~~strikeout~~ denoting deletions and underline denoting additions.

Section 6: If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Newark hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases hereof is declared invalid or unenforceable.

Section 7: Effective Date. This Ordinance shall take effect thirty (30) days from the date of its passage. Before expiration of fifteen (15) days after its passage, this Ordinance shall be published in The Tri-City Voice, a newspaper of general circulation published and printed in the County of Alameda and circulated in the City of Newark.

The foregoing Ordinance was introduced and read before the City Council of the City of Newark by _____ at the regular meeting of the City Council of the City of Newark held on January 22, 2026.

This Ordinance was read at the regular meeting of the City Council held January 22, 2026. Council Member _____ moved that it be adopted and passed, which motion was duly seconded, and said ordinance was passed and adopted.

Attachments

Exhibit A – Zoning Text Amendments – Clean Version

Exhibit B – Zoning Text Amendments – Redline Strikeout Version

17.26.040 Accessory dwelling units.

- A. Purpose. The purpose of this section is to implement California Government Code Sections 66310 through 66342, or as amended, by allowing the creation of accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) through ministerial review consistent with state law.
- B. General Requirements. The following provisions apply to all ADUs and JADUs, including “State Exempt ADUs” as described in California Government Code Section 66323 et seq, or as amended, and subsection (E) of this section.
1. Categories.
 - a. ADUs. An ADU is accessory to an existing or proposed primary dwelling on the same lot and has complete independent living facilities for one or more persons. The type of ADUs include:
 - i. “Conversion ADU”. An interior conversion of area within an existing or proposed primary dwelling, including attached garages, storage areas or similar spaces, or an existing accessory structure; or
 - ii. “Attached ADU”. A newly constructed attached unit to the primary dwelling; or
 - iii. “Detached ADU”. A newly constructed detached unit or an addition to an existing detached accessory structure.
 - b. JADUs. A JADU is an accessory dwelling unit that is no more than 500 square feet in floor area and contained entirely within the walls of an existing or proposed single-unit dwelling.
 2. Permitting Procedure.
 - a. Ministerial Review. A permit application for an ADU or a JADU that meets the standards contained in this section shall be subject to ministerial review and approval without discretionary review or public hearing. If the permit application to create an ADU or a JADU is submitted with a permit application to create a new single-unit dwelling, two-unit dwelling, or multi-unit development, the city may delay acting on the permit application for that ADU or JADU until the city acts on the permit application for that new single-unit dwelling, two-unit dwelling, or multi-unit development, but the application for that ADU or JADU shall be considered ministerially without discretionary review or a public hearing.
 - b. Review Timeline. A permit shall be issued within sixty days of the city’s receipt of a complete application for an ADU or a JADU that meets the standards contained in this section if there is an existing single-unit dwelling, two-unit dwelling, or multi-unit development on the same lot. If the applicant requests a delay in the review timeline, the sixty-day timeline shall be tolled for the equivalent period of the delay.
 - c. If city denies an application for an ADU or JADU unit pursuant to this section, city shall, within the time period described in subdivision (b), return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied.
 3. Building Permit Required. No ADU and/or JADU shall be established or maintained until there has been a building permit approved by the city.
 4. Fees.
 - a. This section shall not be construed to prohibit the city from adopting an ordinance or regulation relating to services or utility connection fees that applies to a single-unit dwelling, two-unit dwelling, or multi-unit development that contains an ADU and/or JADU so long as that ordinance or regulation applies uniformly to a single-unit dwelling, two-unit dwelling, or multi-unit development regardless of whether they include an ADU and/or JADU.
 - b. Nothing in this section shall be construed so as to impact the connection fees or capacity charges charged by other government entities.

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- c. No impact fees shall be applied to an ADU that has a floor area of eight hundred square feet or less.
 - d. Impact fees for an ADU that has a floor area of more than eight hundred square feet shall be charged proportionately in relation to the floor area square footage of the primary dwelling unit in accordance with California Government Code Section 66324, or as amended.
5. Density.
 - a. ADUs and JADUs are not required to meet the density requirements of the general plan or zoning ordinance and do not count toward the permissible number of units per acre (or required lot area per dwelling). However, ADUs shall otherwise be consistent with the general plan text and diagrams in accordance with California Government Code Section 66314 et seq, or as amended.
 - b. An ADU or JADU shall not be counted in any ordinance, policy, or program to limit growth, such as, but not limited to, the number of residential units permitted in a year.
 6. Occupancy Criteria.
 - a. The rental of ADUs and JADUs for terms shorter than thirty days shall be prohibited.
 - b. Nothing in this section shall be construed so as to limit the ADU, JADU, or primary dwelling on the lot from remaining vacant.
 - c. Separate Sale. An ADU or JADU shall not be sold or conveyed separate from the sale or conveyance of the primary residence unless the conditions detailed in California Government Code Sections 66340 to 66341, or as amended, are met.
 - d. For JADUs, the property owner must reside in either the remaining portion of the single-unit dwelling or the JADU, in accordance with California Government Code Section 66333, or as amended. If the JADU do not share sanitation facilities with the single-unit dwelling, the JADU is exempt from owner-occupancy requirements. Governmental agencies, land trusts, or housing organizations are exempt from this requirement.
 7. Building Safety.
 - a. A smoke alarm and carbon monoxide detector shall be installed in all ADUs and JADUs.
 - b. The installation of fire sprinklers shall not be required in an ADU and JADU if sprinklers are not required for the primary dwelling and the construction of an ADU and JADU shall not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling, in accordance with California Government Code Section 66314, or as amended.
 - c. A permanent foundation shall be required for all detached ADUs.
 - d. Connection to Street. No passageway shall be required in conjunction with the construction of an ADU, unless such a connection is mandated by the Americans with Disabilities Act, or other state or federal safety code or standard. A passageway is a pathway that is unobstructed and clear to the sky and that extends from the street to the door of the ADU.
 8. Nonconforming Zoning Conditions. The correction of nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the ADU or JADU shall not be required for the approval of an application for the creation of an ADU or JADU in accordance with California Government Code Sections 66322 and 66336, or as amended.
- C. ADU Regulations. The following provisions apply to all ADUs, except for “State Exempt ADUs” in accordance with Government Code Section 66323 et seq. or as amended which are only subject to the provisions provided in subsection (B) and (E) of this section. In the event of a conflict between the provisions of this section and another section of the Newark Municipal Code, the provisions of this section shall prevail. In the event of a conflict between the provisions of this section and the California Government Code, including without limitation

California Government Code Sections 66314 through 66332 or as amended, the provisions of the applicable California Government Code shall prevail.

1. Permitted Location. Except as otherwise prohibited by this section, ADUs shall be allowed on lots with a proposed or existing primary dwelling in any zoning district that allows residential use including a single-unit dwelling, two-unit dwelling, or multi-unit development.
2. Number of ADUs Allowed.
 - a. Lots with a Single-Unit Dwelling. A maximum of one detached or attached ADU shall be permitted with an existing or proposed single-unit dwelling.
 - b. Lots with a Two-Unit Dwelling and Multi-Unit Development. See subsection (E) of this section.
3. Building Height. ADUs must adhere to the following height requirements, in accordance with California Government Code Section 66321, or as amended:
 - a. A conversion ADU shall not exceed the height of the existing structure from which it was converted.
 - b. An attached ADU shall not exceed the building height standards for the zoning district applicable to the primary dwelling on the lot. An attached ADU may not exceed two stories.
 - c. A detached ADU shall not exceed sixteen feet in height, except under either of the following circumstances:
 - i. A detached ADU shall not exceed eighteen feet in height if the lot is within one-half mile of walking distance of a major transit stop or a high-quality transit corridor, as those terms defined in Section 21155 of the California Public Resources Code. An additional two feet in height shall be allowed to accommodate a roof pitch on the detached ADU to be aligned with the roof pitch of the primary dwelling.
 - ii. A detached ADU shall not exceed eighteen feet in height if the lot has an existing or proposed multistory two-unit dwelling and multi-unit development.
4. Setbacks.
 - a. Conversion ADU. No setbacks shall be required when an existing structure (e.g. garage, shed, or guest house) or existing living area is converted to an ADU, or where an ADU is constructed in the same location and to the same dimensions as an existing structure on a lot with a proposed or existing single-unit dwelling, two-unit dwelling, or multi-unit development in accordance with California Government Code Section 66314, or as amended.
 - b. A detached or attached ADU shall be setback a minimum of four feet from side and rear property lines. For corner lots, a detached or attached ADU shall be setback a minimum of four feet from street side property lines. The minimum front setback requirement of the underlying zoning district shall apply to a detached and attached ADU, except for an ADU of eight hundred square feet or less where no alternative location on the lot exists in accordance with California Government Code Section 66321, or as amended.
 - c. A detached and attached ADU shall comply with the allowed projections into yards requirement pursuant to NMC Section 17.17.090.
5. Size. The maximum allowable floor area for an ADU shall not exceed the square footage limitations specified below. For the purposes of this section, the calculation of floor area for an ADU shall not include garages, carports, covered porches/patios, breezeways, and/or other accessory structures.
 - a. Conversion ADU. An ADU converted from the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure shall not be subject to any size limitations.
 - b. Attached ADUs. The total floor area for an attached ADU shall not exceed 1,000 square feet.
 - c. Detached ADUs. The total floor area for a detached ADU shall not exceed 1,200 square feet.

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6. Design. ADUs, except for State Exempt ADUs in accordance with California Government Code Section 66323 et seq. or as amended and subsection (E) of this section, must adhere to the following objective design standards below:
 - a. A detached ADU shall incorporate exterior wall and roof colors that are the same as the primary dwelling. An attached ADU shall incorporate exterior wall and roof materials and colors that are the same as the primary dwelling.
 - b. Entrances and outside stairways to an ADU shall not be located on the front wall planes facing a public street of the primary dwelling.
 - c. All exterior lighting shall be directed downwards and comply with NMC Section 17.17.060 – Lighting and Illumination.
 - d. Second story windows or transparent doors facing an adjoining lot with an existing single-family dwelling or ADU and within five feet of the property line shall not overlap any portion of existing windows into adjacent bedrooms of the residential structure unless any of the following methods are provided:
 - i. Second story windows or transparent doors have obscured glazing.
 - ii. Second story windows with clear glass are permitted if the bottom of the window sill is a minimum of five feet above the finished second floor.
 - e. Second story balconies or decks facing an adjoining lot with an existing single-family dwelling or ADU shall not be located within ten feet of the property line. The railing shall be a minimum of forty-two inches in height and shall be a minimum 50% opaque (e.g., frosted glass, balusters, spindles, or pickets). This standard prevails over the applicable standards in NMC Section 17.17.090 - Projections into yards and required building separations.
 7. Other Development Standards.
 - a. ADUs Greater than Eight Hundred Square Feet in Floor Area.
 - i. Any ADU greater than eight hundred square feet in floor area shall comply with the applicable minimum front setback requirement and minimum landscaping requirement of the underlying zoning district.
 - ii. If an ADU is located on a lot with a two-unit dwelling and multi-unit development, then the ADU shall comply with the applicable minimum open space requirement of the underlying zoning district.
 8. Garage Conversions.
 - a. An attached or detached garage may be converted into an ADU.
 - b. No replacement parking for the primary dwelling is required for a garage conversion into an ADU in accordance with California Government Code Section 66314, or as amended. If replacement parking is proposed for the primary dwelling, it shall conform to all applicable standards in NMC Title 17- Zoning, which includes the standards of the underlying zoning district and NMC Chapter 17.23 – Parking and Loading.
 - c. Unless the following standards preclude the development of the ADU, the conversion of a garage to an ADU shall include the removal of the garage door. The garage door shall be replaced with an exterior wall with one or more windows and shall incorporate exterior wall materials and colors that are the same as the primary dwelling.
 9. Parking.
 - a. No off-street parking spaces shall be required for an ADU. Any off-street parking space proposed for an ADU shall be subject to review and approval for consistency with NMC Title 17- Zoning and California Government Code Section 66314 et seq, or as amended.

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- b. When a garage, carport, covered parking structure, or uncovered parking space is demolished in conjunction with the construction of an ADU or converted to an ADU, no replacement parking is required in accordance with California Government Code Section 66314, or as amended.
 - c. A demolition permit for a detached garage that is to be replaced with an ADU will be reviewed with the application for the ADU and issued concurrently, in accordance with California Government Code Section 66314, or as amended.
- D. JADU Regulations. The following provisions apply to all JADUs. In the event of a conflict between the provisions of this section and another section of the Newark Municipal Code, the provisions of this section shall prevail. In the event of a conflict between the provisions of this section and the California Government Code, including without limitation California Government Code Sections 66333 through 66339, as may be amended, the provisions of the applicable California Government Code shall prevail.
- 1. Permitted Location. A JADU shall be permitted on a lot with a proposed or existing single-unit dwelling.
 - 2. Number of JADU Allowed. A maximum of one JADU shall be permitted entirely within the walls of a proposed or existing space of a single-unit dwelling. For purposes of this requirement, enclosed spaces within the single-unit dwelling, such as attached garages, are considered a part of the proposed or existing single-unit dwelling. The JADU may not be expanded beyond the existing dimensions of the single-unit dwelling and may not be allowed within an accessory structure. A JADU is permitted even if an ADU already exists on the property.
 - 3. Size. The total floor area of the JADU shall not exceed five hundred square feet.
 - 4. Unit Access. The JADU shall include a separate entrance from the main entrance to the proposed or existing single-unit dwelling, in accordance with California Government Code Section 66333, or as amended. Unless the following standards preclude the development of the JADU, the entrance and outside stairway to the JADU shall not be located on the front wall planes facing a public street of the single-unit dwelling.
 - 5. Deed Restriction. A deed restriction, which shall run with the land, shall be filed and recorded with the county for a JADU prior to the issuance of a building permit and shall include the following:
 - a. A prohibition of the sale of the JADU separate from the sale of the single-unit dwelling, including a statement that the deed restriction may be enforced against future purchasers; and
 - b. A restriction on the size and attributes of the JADU that conforms with California Government Code Section 66333, or as amended.
 - 6. Sanitation. A JADU may include a bathroom or may share bathroom facilities within the single-family dwelling.
 - a. If a JADU does not include a separate bathroom, the JADU shall include a separate entrance from the main entrance to the single-family dwelling, with an interior entry to the main living area in accordance with California Government Code Section 66333, or as amended.
 - 7. Kitchen. The JADU shall include an efficiency kitchen, which shall include all of the following:
 - a. A cooking facility with appliances
 - b. A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU.
 - 8. Parking. No additional parking shall be required as a condition to grant a permit for a JADU in accordance with California Government Code Section 66334, or as amended. No replacement parking is required for garage conversion into a JADU.

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9. Building and Fire Code Requirements. For the purposes of any fire or life protection ordinance or regulation, a JADU shall not be considered a separate dwelling unit as described in California Government Code Section 66337, or as amended. No fire wall separation or noise attenuation measures are required between the single-unit dwelling and the JADU.
- E. State Exempt ADUs. State Exempt ADUs refers to ADUs and JADUs that are created pursuant to California Government Code Section 66323, or as amended. State Exempt ADUs shall be subject to ministerial review and approval if it creates any of the following:
1. Lots with a Single-Unit Dwelling are permitted to contain the following ADUs:
 - a. Single-Unit Converted ADUs and JADUs.
 - i. One conversion ADU per lot shall be permitted within the proposed space of a single-unit dwelling or existing space of a single-unit dwelling or accessory structure.
 - ii. One JADU per lot shall be permitted entirely within the walls of a proposed or existing space of a single-unit dwelling. For purposes of this requirement, enclosed spaces within the single-unit dwelling, such as attached garages, are considered a part of the proposed or existing single-unit dwelling. The JADU may not be expanded beyond the existing dimensions of the single-unit dwelling and may not be allowed within an accessory structure.
 - iii. A conversion ADU and JADU must have exterior access and sufficient side and rear setbacks for fire and safety.
 - iv. An ADU converted from an existing space of a single-unit dwelling or accessory structure is eligible for a one hundred fifty square-foot expansion to accommodate ingress and egress.
 - v. A JADU must also comply with the provisions of JADU Law found in California Government Code Sections 66333 through 66339, or as amended.
 - b. Single-Unit Detached ADU.
 - i. One detached, new construction ADU that complies with the height requirements per subsection (C)(3) and setback requirements per subsection (C)(4) shall be permitted on lots with an existing or proposed single-unit dwelling.
 - ii. The maximum floor area for a detached ADU shall be eight hundred square feet.
 2. Lots with a Two-Unit Dwelling and Multi-Unit Development are permitted to contain the following ADUs:
 - a. Two-Unit and Multi-Unit Converted ADUs.
 - i. Up to twenty-five percent of the number of existing units on the two-unit dwelling or multi-unit development, but no less than one ADU, shall be permitted to be converted within portions of the existing two-unit dwelling or multi-unit development that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with the state building standards for dwellings.
 - ii. Livable space is defined as space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.
 - b. Two-Unit and Multi-Unit Detached ADUs.
 - i. A maximum of two detached ADUs shall be permitted on a lot with a proposed two-unit dwelling or multi-unit development project.
 - ii. A maximum of eight detached ADUs shall be permitted on a lot with an existing two-unit dwelling and multi-unit development, not to exceed the number of existing units on the lot.
 - iii. Two-unit and multi-unit detached ADUs shall comply with the height requirements per subsection (C)(3) and setback requirements per subsection (C)(4).
 - iv. If the existing two-unit dwelling and multi-unit development has a rear or side setback of less than four feet, the local agency shall not require any modification of the existing two-unit dwelling

and multi-unit development as a condition of approving the application to construct an ADU that satisfies the requirements of this paragraph.

- F. Pre-Approved ADU Program. Pursuant to California Government Code Section 65852.27, or as amended, city shall maintain an application and process for the preapproval of detached ADUs. City shall accept ADU plan submissions for preapproval from design professionals (designers, architects, builders, and other qualified professionals) and shall approve or deny applications pursuant to standards established in California Government Code Sections 66314 through 66332, or as amended. City shall post preapproved ADU plans and the contact information of the applicant on the city's website.

17.45.010 Residential uses.

Residential housing types:

Single-unit dwelling, detached. A dwelling unit that is designed for occupancy by one household with private yards on all sides. This classification includes individual manufactured housing units.

Single-unit dwelling, attached. A dwelling unit that is designed for occupancy by one household located on a separate lot from any other unit (except an accessory dwelling unit, where permitted), and is attached through common walls to one or more dwellings on abutting lots. An attached single-unit dwelling is sometimes called a "townhouse" or a "condominium".

Two-unit dwelling. A residential building containing two dwelling units, both of which are located on a single parcel (also referred to as a "duplex" or "two-flat".) The dwelling units are attached and may be located on separate floors or side-by-side.

Multi-unit development. Three or more attached or detached dwelling units on a single lot. Types of multi-unit development include townhouses, multiple detached residential units, and apartment buildings.

Accessory dwelling unit. An accessory dwelling unit (ADU), as described in California Government Code Section 66313 or as amended, is accessory to a primary dwelling on the same lot and has complete independent living facilities for one or more persons. The type of ADUs includes a conversion ADU, attached ADU, and detached ADU as described in NMC Section 17.26.040(B)(1). A junior accessory dwelling unit (JADU), as described in California Government Code Section 66313 or as amended, is an accessory dwelling unit that is no more than 500 square feet in floor area and contained entirely within the walls of an existing or proposed single-unit dwelling.

Caretaker unit. A dwelling unit on the site of a commercial, industrial, public or semi-public use, occupied by employees and their immediate families employed for the purpose of on-site management, maintenance, or upkeep. Also business guests/employees on temporary assignment are allowed to reside in the unit.

Family day care. A day care facility licensed by the State of California, located in a residential unit where resident of the dwelling provides care and supervision for children under the age of eighteen for periods of less than twenty-four hours a day.

Small. A facility that provides care for eight or fewer children, including children who reside at the home and are under the age of ten.

Large. A facility that provides care for seven to fourteen children, including children who reside at the home and are under the age of ten.

Group residential. Shared living quarters without separate kitchen or bathroom facilities for each room or unit, offered for rent for permanent or semi-transient residents on a weekly or longer basis. This classification includes rooming and boarding houses, dormitories and other types of organizational housing, private residential clubs, and extended stay hotels intended for long-term occupancy (thirty days or more) but excludes hotels, motels, and residential care facilities.

Residential care facilities. A facility licensed by the State of California to provide living accommodations, twenty-four-hour care for persons requiring personal services, supervision, protection, or assistance with daily tasks. Amenities may include shared living quarters, with or without a private bathroom or kitchen facilities. This classification includes those both for and not-for-profit institutions, but excludes supportive housing and transitional housing.

Small. A facility that is licensed by the State of California to provide care for six or fewer persons.

Large. A facility that is licensed by the State of California to provide care for more than six persons.

Residential facility, assisted living. A facility that provides a combination of housing and supportive services for the elderly or functionally impaired, including personalized assistance, congregate dining, recreational, and social activities. These facilities may include medical services. Examples include assisted living facilities, retirement homes, and retirement communities. These facilities typically consist of individual units or apartments, with or without kitchen facility, and common areas and facilities. The residents in these facilities require varying levels of assistance.

Single room occupancy. A residential facility where living accommodations are individual secure rooms, with or without separate kitchen or bathroom facilities for each room, are rented to one or two-person households for a weekly or monthly period of time. This use classification is distinct from a hotel or motel, which is a commercial use.

Supportive housing. Dwelling units with no limit on length of stay, that are occupied by the target population as defined in subdivision (d) of Section 53260 of the California Health and Safety Code, and that are linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, where possible, work in the community.

Transitional housing. Transitional housing is housing that has a predetermined end point in time, and operated under a program that requires the termination of assistance, in order to provide another eligible program recipient to the service. The program length is usually no less than six months.

(Ord. No. 503, § 1(Exh. A), 1-25-2018)

17.26.040 Accessory dwelling units.

Accessory dwelling units shall be located, developed, and operated in compliance with the following standards:

- A. **Categories.** Accessory dwelling units include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the primary residence. There are two categories of accessory dwelling units, distinguished by the size and location of the unit and the extent to which the accessory dwelling unit results in a net increase in habitable floor space on the property. These categories are defined as follows:
1. **Standard ADUs.** Standard ADUs (ADUs) may be attached to the principal residence or may be a detached structure that provides complete independent living facilities and is located on a lot with a proposed or existing primary residence and meet any of the following criteria when constructed:
 - a. An interior conversion of area within an existing or proposed single family dwelling or existing accessory structure, a "conversion ADU"; or
 - b. A newly constructed attached unit, an "attached ADU"; or
 - c. A newly constructed detached unit or an addition to an existing detached accessory structures, a "detached ADU".
 2. **Junior ADUs.** Junior ADUs (JADUs) include accessory dwelling units that meet all of the following criteria when constructed:
 - a. No net increase in habitable floor space on a property; and
 - b. A floor area of five hundred square feet or less; and
 - c. Contained entirely within the existing walls of an existing or proposed primary residence.
- B. **Regulations Applicable to All Accessory Dwelling Units.**
1. **Permitting Procedure.** Any application for an ADU that meets the applicable location and development standards contained in this Section shall be subject to ministerial review and decision without discretionary review or public hearing. Consistent with state law, all decisions shall be issued within sixty days of submission of a complete application for ADUs conforming to the provisions of this section. If the permit application to create an ADU is submitted with a permit application to create a new primary single family dwelling, two unit dwelling, or multi-unit dwelling on the lot, the city may delay acting on the permit application for the ADU until the city acts on the permit application to create new dwelling. In this case, the application to create the ADU shall be considered without discretionary review or public hearing. If the applicant requests a delay, the sixty-day time period shall be tolled for the period of the delay.
 2. **Building Permit Required.** No ADU shall be established or maintained until there has been a building permit approved by the city. The application for the permit shall include:
 - a. Site plan indicating the location of the primary residence, the location and type of the proposed ADU, and parking (for those ADUs where parking is required);
 - b. Floor plans of the primary residence and proposed ADU;
 - c. Elevations of all sides of the primary residence and ADU; and
 - d. Other building permit drawings including architectural, structural, civil, plumbing, mechanical, and electrical as requested by the chief building official.

3. ~~Applicability of Fees.~~

- a. ~~This section shall not be construed to prohibit the city from adopting an ordinance or regulation relating to services or utility connection fees that applies to a single-family dwelling, two-unit dwelling, or multi-unit dwelling that contains an ADU so long as that ordinance or regulation applies uniformly to all single-family dwellings, two-unit dwellings, or multi-unit dwellings regardless of whether they include an ADU.~~
- b. ~~Nothing in this section shall be construed so as to impact the connection or fees charged by other government entities.~~

4. ~~Locational Criteria.~~

- a. ~~Except as otherwise prohibited by this section, ADUs shall be allowed in any zoning district that allows residential use including single-family, two-unit dwelling or multi-family dwellings.~~
- b. ~~ADUs are not required to meet the density requirements of the general plan or zoning ordinance and do not count toward the permissible number of units per acre (or required lot area per dwelling). However, ADUs shall otherwise be consistent with the general plan text and diagrams as provided in California Government Code Section 65852.2.~~
- c. ~~An ADU shall not be counted in any ordinance, policy, or program to limit growth, such as, but limited to, the number of residential units permitted in a year.~~

5. ~~Occupancy Criteria.~~

- a. ~~The rental of ADUs for terms shorter than thirty days shall be prohibited.~~
- b. ~~Nothing in this section shall be construed so as to limit the ADU or primary residence on the lot from remaining vacant.~~

6. ~~Size.~~

- a. ~~Single-Family Dwellings. An ADU that is on a lot with a primary single-family dwelling shall comply with all of the following:~~
 - (i) ~~Maximum Percentage. An ADU shall not exceed fifty percent of the living area of the primary single-family dwelling. Notwithstanding the preceding requirement, the maximum floor area of an ADU shall be restricted to no less than eight hundred square feet or such greater maximum square footage, but not to exceed same, as may be required to comply with Government Code Section 65852.2 et seq. as may be amended.~~
 - (ii) ~~Maximum Floor Area. On a lot less than ten thousand square feet, an ADU shall not exceed one thousand square feet in floor area. On a lot ten thousand square feet or greater, a ADU shall not exceed one thousand two hundred square feet.~~
- b. ~~Two-family dwellings and multiple dwellings. An ADU that is on a lot with a primary two-family dwelling or multiple dwelling shall not exceed one thousand square feet.~~

7. ~~Design.~~

- a. ~~An ADU shall incorporate architectural features, building materials and colors, window and door trims, and roof pitch to compliment the primary residence.~~
- b. ~~Outside stairways to the ADU shall not be in the front of the principal residence.~~

may not be expanded, except that up to one hundred fifty square feet may be added if necessary to provide egress from the ADU.

b. — A detached and attached ADU shall be setback a minimum of four feet from side and rear property lines. The minimum front yard and street side yard setback requirements of the underlying zoning district shall apply to a detached and attached ADU.

4. — Connection to Street. No passageway shall be required in conjunction with the construction of a ADU, unless such a connection is mandated by the Americans with Disabilities Act, or other state or federal safety code or standard. A passageway is a pathway that is unobstructed and clear to the sky and that extends from the street to the door of the ADU.

5. — Separation. Except as noted in paragraph 7 below, a detached ADU must be separated from other habitable structures on site as per the building code. Roof eave projections into this separation may be limited by applicable building code(s).

6. — Garage Conversions. An attached or detached garage may be converted into an ADU. No replacement parking is required for garage conversion into an ADU. If replacement parking is proposed, it shall conform to city requirements for parking space dimensions, backup area, and landscaping. The conversion of an existing garage to an ADU shall include the removal of the garage door. The garage door shall be replaced with an exterior building wall and shall be designed with one or more windows, architectural detailing, trim, colors and materials consistent with the primary dwelling. The improvements shall appear as a typical extension of the primary residence.

7. — Other Development Standards. Any ADU greater than eight hundred square feet in size shall comply with the applicable lot coverage and open space requirements of the underlying zoning district, except as modified by this section. ADUs eight hundred square feet or less in size are not required to conform to the lot coverage, or open space requirements of the underlying zoning district.

8. — Parking. Studio ADUs shall not be required to provide parking. A maximum of one off-street parking space (regardless of number of bedrooms) shall be required for an ADU, except as noted under the subsection (C)(8)(b) and (c) of this section.

a. — Required parking may be provided through any of the following methods:

i. — Conventional garages or carports;

ii. — Uncovered paved areas such as an extended driveway;

iii. — Tandem parking in an existing driveway; or

iv. — Parking on other locations on the property, unless specific findings are made that parking in setback areas is not feasible based upon life safety conditions. Mechanical lifts may be permitted where consistent with design review criteria.

b. — No off-street parking shall be required for an ADU in any of the following instances:

The ADU is located within one-half mile of public transit. The term "public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

i. — The ADU is located within a designated architecturally and historically significant historic district or on a property that includes a register resource or potential register resource;

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- ii. ~~The ADU is located entirely within the existing principal residence or an existing habitable accessory structure and results in no net addition of habitable floor area on the property;~~
 - iii. ~~The ADU is located in an area where on-street parking permits are required, but are not offered to the occupants of the ADU;~~
 - iv. ~~When there is a dedicated car share vehicle parking area located within one block of the ADU.~~
 - v. ~~The ADU meets the requirements of Government Code Section 65852.2(e)(1), that provides the minimum requirements for specific ADU types to be issued a ministerial permit, without discretion.~~
- c. ~~When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, no replacement parking is required.~~
9. ~~Fees. No impact fees shall be applicable to ADUs which have floor areas less than seven hundred fifty square feet. Impact fees for an accessory dwelling unit of seven hundred fifty square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.~~
- D. ~~Junior Accessory Dwelling Units (JADUs). The purpose of the junior accessory dwelling unit (JADU) regulations is to implement specific policies of the housing element of the city general plan and specific provisions of state law authorizing the creation of JADUs. The intent of the JADU regulations is to expand the affordable rental housing stock through the repurposing of underutilized floor area in existing single-unit homes.~~
- 1. ~~Applicability. Performance standards for JADUs shall apply in zoning districts that allows residential use including single-family, two-unit dwelling or multi-family dwellings.~~
 - 2. ~~Development Standards.~~
 - a. ~~Number Per Lot. Residential single-family districts—only one JADU is permitted on a single-unit residential lot. A JADU is permitted even if another ADU already exists on the property provided the size of ADU does not exceed eight hundred square feet.~~
 - b. ~~Location. The JADU shall be constructed entirely within the walls of a proposed or existing single-family home.~~
 - c. ~~Size. The JADU shall not exceed five hundred square feet in size.~~
 - d. ~~Unit Access. The JADU shall include an exterior entrance that is separate from the main entrance to the single-family home. The exterior entry shall not be located on the front wall facing a public street of the primary residence. If the exterior entry is on the second floor, the stairway shall not be located in the front of the primary residence.~~
 - e. ~~Sanitation. A JADU may include a bathroom or may share bathroom facilities within the primary residence.~~
 - f. ~~Kitchen. The JADU shall include an efficiency kitchen, which shall include all of the following:~~
 - i. ~~A cooking facility with appliances~~
 - ii. ~~A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU. The food preparation area may not be located in a closet.~~

3. ~~Parking. No additional off-street parking shall be required beyond that required for the primary residence. The primary residence shall meet the current off-street parking standard in effect at the time the JADU is approved.~~
4. ~~Building and Fire Code Requirements. For the purposes of any fire or life protection ordinance or regulation, a JADU shall not be considered a separate dwelling unit. No fire wall separation or noise attenuation measures are required between the primary residence and the JADU.~~
5. ~~Building and Fire Code Requirements. A JADU shall not be considered a separate dwelling unit, thus no fire wall separation or noise attenuation measures are required between primary residence and the JADU.~~

~~(Ord. No. 503, § 1(Exh. A), 1-25-2018; Ord. No. 528, § 4(Exh. A), 2-25-2021)~~

17.26.040 Accessory dwelling units.

A. Purpose. The purpose of this section is to implement California Government Code Sections 66310 through 66342, or as amended, by allowing the creation of accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) through ministerial review consistent with state law.

B. General Requirements. The following provisions apply to all ADUs and JADUs, including “State Exempt ADUs” as described in California Government Code Section 66323 et seq, or as amended, and subsection (E) of this section.

1. Categories.

- a. ADUs. An ADU is accessory to an existing or proposed primary dwelling on the same lot and has complete independent living facilities for one or more persons. The type of ADUs include:
 - i. “Conversion ADU”. An interior conversion of area within an existing or proposed primary dwelling, including attached garages, storage areas or similar spaces, or an existing accessory structure; or
 - ii. “Attached ADU”. A newly constructed attached unit to the primary dwelling; or
 - iii. “Detached ADU”. A newly constructed detached unit or an addition to an existing detached accessory structure.
- b. JADUs. A JADU is an accessory dwelling unit that is no more than 500 square feet in floor area and contained entirely within the walls of an existing or proposed single-unit dwelling.

2. Permitting Procedure.

- a. Ministerial Review. A permit application for an ADU or a JADU that meets the standards contained in this section shall be subject to ministerial review and approval without discretionary review or public hearing. If the permit application to create an ADU or a JADU is submitted with a permit application to create a new single-unit dwelling, two-unit dwelling, or multi-unit development, the city may delay acting on the permit application for that ADU or JADU until the city acts on the permit application for that new single-unit dwelling, two-unit dwelling, or multi-unit development, but the application for that ADU or JADU shall be considered ministerially without discretionary review or a public hearing.
- b. Review Timeline. A permit shall be issued within sixty days of the city’s receipt of a complete application for an ADU or a JADU that meets the standards contained in this section if there is an existing single-unit dwelling, two-unit dwelling, or multi-unit development on the same lot. If the applicant requests a delay in the review timeline, the sixty-day timeline shall be tolled for the equivalent period of the delay.
- c. If city denies an application for an ADU or JADU unit pursuant to this section, city shall, within the time period described in subdivision (b), return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied.

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3. Building Permit Required. No ADU and/or JADU shall be established or maintained until there has been a building permit approved by the city.
 4. Fees.
 - a. This section shall not be construed to prohibit the city from adopting an ordinance or regulation relating to services or utility connection fees that applies to a single-unit dwelling, two-unit dwelling, or multi-unit development that contains an ADU and/or JADU so long as that ordinance or regulation applies uniformly to a single-unit dwelling, two-unit dwelling, or multi-unit development regardless of whether they include an ADU and/or JADU.
 - b. Nothing in this section shall be construed so as to impact the connection fees or capacity charges charged by other government entities.
 - c. No impact fees shall be applied to an ADU that has a floor area of eight hundred square feet or less.
 - d. Impact fees for an ADU that has a floor area of more than eight hundred square feet shall be charged proportionately in relation to the floor area square footage of the primary dwelling unit in accordance with California Government Code Section 66324, or as amended.
 5. Density.
 - a. ADUs and JADUs are not required to meet the density requirements of the general plan or zoning ordinance and do not count toward the permissible number of units per acre (or required lot area per dwelling). However, ADUs shall otherwise be consistent with the general plan text and diagrams in accordance with California Government Code Section 66314 et seq, or as amended.
 - b. An ADU or JADU shall not be counted in any ordinance, policy, or program to limit growth, such as, but not limited to, the number of residential units permitted in a year.
 6. Occupancy Criteria.
 - a. The rental of ADUs and JADUs for terms shorter than thirty days shall be prohibited.
 - b. Nothing in this section shall be construed so as to limit the ADU, JADU, or primary dwelling on the lot from remaining vacant.
 - c. Separate Sale. An ADU or JADU shall not be sold or conveyed separate from the sale or conveyance of the primary residence unless the conditions detailed in California Government Code Sections 66340 to 66341, or as amended, are met.
 - d. For JADUs, the property owner must reside in either the remaining portion of the single-unit dwelling or the JADU, in accordance with California Government Code Section 66333, or as amended. If the JADU do not share sanitation facilities with the single-unit dwelling, the JADU is exempt from owner-occupancy requirements. Governmental agencies, land trusts, or housing organizations are exempt from this requirement.
 7. Building Safety.
 - a. A smoke alarm and carbon monoxide detector shall be installed in all ADUs and JADUs.
 - b. The installation of fire sprinklers shall not be required in an ADU and JADU if sprinklers are not required for the primary dwelling and the construction of an ADU and JADU shall not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling, in accordance with California Government Code Section 66314, or as amended.
 - c. A permanent foundation shall be required for all detached ADUs.
 - d. Connection to Street. No passageway shall be required in conjunction with the construction of an ADU, unless such a connection is mandated by the Americans with Disabilities Act, or other state or federal safety code or standard. A passageway is a pathway that is unobstructed and clear to the sky and that extends from the street to the door of the ADU.

8. Nonconforming Zoning Conditions. The correction of nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the ADU or JADU shall not be required for the approval of an application for the creation of an ADU or JADU in accordance with California Government Code Sections 66322 and 66336, or as amended.

C. ADU Regulations. The following provisions apply to all ADUs, except for “State Exempt ADUs” in accordance with Government Code Section 66323 et seq. or as amended which are only subject to the provisions provided in subsection (B) and (E) of this section. In the event of a conflict between the provisions of this section and another section of the Newark Municipal Code, the provisions of this section shall prevail. In the event of a conflict between the provisions of this section and the California Government Code, including without limitation California Government Code Sections 66314 through 66332 or as amended, the provisions of the applicable California Government Code shall prevail.

1. Permitted Location. Except as otherwise prohibited by this section, ADUs shall be allowed on lots with a proposed or existing primary dwelling in any zoning district that allows residential use including a single-unit dwelling, two-unit dwelling, or multi-unit development.

2. Number of ADUs Allowed.

a. Lots with a Single-Unit Dwelling. A maximum of one detached or attached ADU shall be permitted with an existing or proposed single-unit dwelling.

b. Lots with a Two-Unit Dwelling and Multi-Unit Development. See subsection (E) of this section.

3. Building Height. ADUs must adhere to the following height requirements, in accordance with California Government Code Section 66321, or as amended:

a. A conversion ADU shall not exceed the height of the existing structure from which it was converted.

b. An attached ADU shall not exceed the building height standards for the zoning district applicable to the primary dwelling on the lot. An attached ADU may not exceed two stories.

c. A detached ADU shall not exceed ~~twenty~~ sixteen feet in height, except under either of the following circumstances:

i. A detached ADU shall not exceed eighteen feet in height if the lot is within one-half mile of walking distance of a major transit stop or a high-quality transit corridor, as those terms defined in Section 21155 of the California Public Resources Code. An additional two feet in height shall be allowed to accommodate a roof pitch on the detached ADU to be aligned with the roof pitch of the primary dwelling.

ii. A detached ADU shall not exceed eighteen feet in height if the lot has an existing or proposed multistory two-unit dwelling and multi-unit development.

4. Setbacks.

a. Conversion ADU. No setbacks shall be required when an existing structure (e.g. garage, shed, or guest house) or existing living area is converted to an ADU, or where an ADU is constructed in the same location and to the same dimensions as an existing structure on a lot with a proposed or existing single-unit dwelling, two-unit dwelling, or multi-unit development in accordance with California Government Code Section 66314, or as amended.

b. A detached or attached ADU shall be setback a minimum of four feet from side and rear property lines. For corner lots, a detached or attached ADU shall be setback a minimum of four feet from street side property lines. The minimum front setback requirement of the underlying zoning district shall apply to a detached and attached ADU, except for an ADU of eight hundred square feet or less where no alternative location on the lot exists in accordance with California Government Code Section 66321, or as amended.

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- c. A detached and attached ADU shall comply with the allowed projections into yards requirement pursuant to NMC Section 17.17.090.
5. Size. The maximum allowable floor area for an ADU shall not exceed the square footage limitations specified below. For the purposes of this section, the calculation of floor area for an ADU shall not include garages, carports, covered porches/patios, breezeways, and/or other accessory structures.
- a. Conversion ADU. An ADU converted from the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure shall not be subject to any size limitations.
- b. Attached ADUs. The total floor area for an attached ADU shall not exceed 1,000 square feet.
- c. Detached ADUs. The total floor area for a detached ADU shall not exceed 1,200 square feet.
6. Design. ADUs, except for State Exempt ADUs in accordance with California Government Code Section 66323 et seq. or as amended and subsection (E) of this section, must adhere to the following objective design standards below:
- a. A detached ADU shall incorporate exterior wall and roof colors that are the same as the primary dwelling. An attached ADU shall incorporate exterior wall and roof materials and colors that are the same as the primary dwelling.
- b. Entrances and outside stairways to an ADU shall not be located on the front wall planes facing a public street of the primary dwelling.
- c. All exterior lighting shall be directed downwards and comply with NMC Section 17.17.060 – Lighting and Illumination.
- d. Second story windows or transparent doors facing an adjoining lot with an existing single-family dwelling or ADU and within five feet of the property line shall not overlap any portion of existing windows into adjacent bedrooms of the residential structure unless any of the following methods are provided:
- i. Second story windows or transparent doors have obscured glazing.
- ii. Second story windows with clear glass are permitted if the bottom of the window sill is a minimum of five feet above the finished second floor.
- e. Second story balconies or decks facing an adjoining lot with an existing single-family dwelling or ADU shall not be located within ten feet of the property line. The railing shall be a minimum of forty-two inches in height and shall be a minimum 50% opaque (e.g., frosted glass, balusters, spindles, or pickets). This standard prevails over the applicable standards in NMC Section 17.17.090 - Projections into yards and required building separations.
7. Other Development Standards.
- a. ADUs Greater than Eight Hundred Square Feet in Floor Area.
- i. Any ADU greater than eight hundred square feet in floor area shall comply with the applicable minimum front setback requirement and minimum landscaping requirement of the underlying zoning district.
- ii. If an ADU is located on a lot with a two-unit dwelling and multi-unit development, then the ADU shall comply with the applicable minimum open space requirement of the underlying zoning district.
8. Garage Conversions.
- a. An attached or detached garage may be converted into an ADU.
- b. No replacement parking for the primary dwelling is required for a garage conversion into an ADU in accordance with California Government Code Section 66314, or as amended. If replacement parking is proposed for the primary dwelling, it shall conform to all applicable standards in NMC Title 17- Zoning, which includes the standards of the underlying zoning district and NMC Chapter 17.23 – Parking and Loading.

c. Unless the following standards preclude the development of the ADU, the conversion of a garage to an ADU shall include the removal of the garage door. The garage door shall be replaced with an exterior wall with one or more windows and shall incorporate exterior wall materials and colors that are the same as the primary dwelling.

9. Parking.

- a. No off-street parking spaces shall be required for an ADU. Any off-street parking space proposed for an ADU shall be subject to review and approval for consistency with NMC Title 17- Zoning and California Government Code Section 66314 et seq, or as amended.
- b. When a garage, carport, covered parking structure, or uncovered parking space is demolished in conjunction with the construction of an ADU or converted to an ADU, no replacement parking is required in accordance with California Government Code Section 66314, or as amended.
- c. A demolition permit for a detached garage that is to be replaced with an ADU will be reviewed with the application for the ADU and issued concurrently, in accordance with California Government Code Section 66314, or as amended.

D. JADU Regulations. The following provisions apply to all JADUs. In the event of a conflict between the provisions of this section and another section of the Newark Municipal Code, the provisions of this section shall prevail. In the event of a conflict between the provisions of this section and the California Government Code, including without limitation California Government Code Sections 66333 through 66339, as may be amended, the provisions of the applicable California Government Code shall prevail.

- 1. Permitted Location. A JADU shall be permitted on a lot with a proposed or existing single-unit dwelling.
- 2. Number of JADU Allowed. A maximum of one JADU shall be permitted entirely within the walls of a proposed or existing space of a single-unit dwelling. For purposes of this requirement, enclosed spaces within the single-unit dwelling, such as attached garages, are considered a part of the proposed or existing single-unit dwelling. The JADU may not be expanded beyond the existing dimensions of the single-unit dwelling and may not be allowed within an accessory structure. A JADU is permitted even if an ADU already exists on the property.
- 3. Size. The total floor area of the JADU shall not exceed five hundred square feet.
- 4. Unit Access. The JADU shall include a separate entrance from the main entrance to the proposed or existing single-unit dwelling, in accordance with California Government Code Section 66333, or as amended. Unless the following standards preclude the development of the JADU, the entrance and outside stairway to the JADU shall not be located on the front wall planes facing a public street of the single-unit dwelling.
- 5. Deed Restriction. A deed restriction, which shall run with the land, shall be filed and recorded with the county for a JADU prior to the issuance of a building permit and shall include the following:
 - a. A prohibition of the sale of the JADU separate from the sale of the single-unit dwelling, including a statement that the deed restriction may be enforced against future purchasers; and
 - b. A restriction on the size and attributes of the JADU that conforms with California Government Code Section 66333, or as amended.
- 6. Sanitation. A JADU may include a bathroom or may share bathroom facilities within the single-family dwelling.
 - a. If a JADU does not include a separate bathroom, the JADU shall include a separate entrance from the main entrance to the single-family dwelling, with an interior entry to the main living area in accordance with California Government Code Section 66333, or as amended.

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7. Kitchen. The JADU shall include an efficiency kitchen, which shall include all of the following:
 - a. A cooking facility with appliances
 - b. A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU.
 8. Parking. No additional parking shall be required as a condition to grant a permit for a JADU in accordance with California Government Code Section 66334, or as amended. No replacement parking is required for garage conversion into a JADU.
 9. Building and Fire Code Requirements. For the purposes of any fire or life protection ordinance or regulation, a JADU shall not be considered a separate dwelling unit as described in California Government Code Section 66337, or as amended. No fire wall separation or noise attenuation measures are required between the single-unit dwelling and the JADU.
- E. State Exempt ADUs. State Exempt ADUs refers to ADUs and JADUs that are created pursuant to California Government Code Section 66323, or as amended. State Exempt ADUs shall be subject to ministerial review and approval if it creates any of the following:
1. Lots with a Single-Unit Dwelling are permitted to contain the following ADUs:
 - a. Single-Unit Converted ADUs and JADUs.
 - i. One conversion ADU per lot shall be permitted within the proposed space of a single-unit dwelling or existing space of a single-unit dwelling or accessory structure.
 - ii. One JADU per lot shall be permitted entirely within the walls of a proposed or existing space of a single-unit dwelling. For purposes of this requirement, enclosed spaces within the single-unit dwelling, such as attached garages, are considered a part of the proposed or existing single-unit dwelling. The JADU may not be expanded beyond the existing dimensions of the single-unit dwelling and may not be allowed within an accessory structure.
 - iii. A conversion ADU and JADU must have exterior access and sufficient side and rear setbacks for fire and safety.
 - iv. An ADU converted from an existing space of a single-unit dwelling or accessory structure is eligible for a one hundred fifty square-foot expansion to accommodate ingress and egress.
 - v. A JADU must also comply with the provisions of JADU Law found in California Government Code Sections 66333 through 66339, or as amended.
 - b. Single-Unit Detached ADU.
 - i. One detached, new construction ADU that complies with the height requirements per subsection (C)(3) and setback requirements per subsection (C)(4) shall be permitted on lots with an existing or proposed single-unit dwelling.
 - ii. The maximum floor area for a detached ADU shall be eight hundred square feet.
 2. Lots with a Two-Unit Dwelling and Multi-Unit Development are permitted to contain the following ADUs:
 - a. Two-Unit and Multi-Unit Converted ADUs.
 - i. Up to twenty-five percent of the number of existing units on the two-unit dwelling or multi-unit development, but no less than one ADU, shall be permitted to be converted within portions of the existing two-unit dwelling or multi-unit development that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with the state building standards for dwellings.
 - ii. Livable space is defined as space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.

b. Two-Unit and Multi-Unit Detached ADUs.

- i. A maximum of two detached ADUs shall be permitted on a lot with a proposed two-unit dwelling or multi-unit development project.
- ii. A maximum of eight detached ADUs shall be permitted on a lot with an existing two-unit dwelling and multi-unit development, not to exceed the number of existing units on the lot.
- iii. Two-unit and multi-unit detached ADUs shall comply with the height requirements per subsection (C)(3) and setback requirements per subsection (C)(4).
- iv. If the existing two-unit dwelling and multi-unit development has a rear or side setback of less than four feet, the local agency shall not require any modification of the existing two-unit dwelling and multi-unit development as a condition of approving the application to construct an ADU that satisfies the requirements of this paragraph.

F. Pre-Approved ADU Program. Pursuant to California Government Code Section 65852.27, or as amended, city shall maintain an application and process for the preapproval of detached ADUs. City shall accept ADU plan submissions for preapproval from design professionals (designers, architects, builders, and other qualified professionals) and shall approve or deny applications pursuant to standards established in California Government Code Sections 66314 through 66332, or as amended. City shall post preapproved ADU plans and the contact information of the applicant on the city's website.

17.45.010 Residential uses.

Residential housing types:

Single-unit dwelling, detached. A dwelling unit that is designed for occupancy by one household with private yards on all sides. This classification includes individual manufactured housing units.

Single-unit dwelling, attached. A dwelling unit that is designed for occupancy by one household located on a separate lot from any other unit (except an accessory dwelling unit, where permitted), and is attached through common walls to one or more dwellings on abutting lots. An attached single-unit dwelling is sometimes called a "townhouse" or a "condominium".

Two-unit dwelling. A residential building containing two dwelling units, both of which are located on a single parcel (also referred to as a "duplex" or "two-flat".) The dwelling units are attached and may be located on separate floors or side-by-side.

Multi-unit development. Three or more attached or detached dwelling units on a single lot. Types of multi-unit development include townhouses, multiple detached residential units, and apartment buildings.

Accessory dwelling unit. ~~An attached or detached residential dwelling unit that is subordinate to a principal dwelling unit on the same lot, and that provides complete independent living facilities for one or more persons.~~

An accessory dwelling unit (ADU), as described in California Government Code Section 66313 or as amended, is accessory to a primary dwelling on the same lot and has complete independent living facilities for one or more persons. The type of ADUs includes a conversion ADU, attached ADU, and detached ADU as described in NMC Section 17.26.040(B)(1). A junior accessory dwelling unit (JADU), as described in California Government Code Section 66313 or as amended, is an accessory dwelling unit that is no more than 500 square feet in floor area and contained entirely within the walls of an existing or proposed single-unit dwelling.

Caretaker unit. A dwelling unit on the site of a commercial, industrial, public or semi-public use, occupied by employees and their immediate families employed for the purpose of on-site management, maintenance, or upkeep. Also business guests/employees on temporary assignment are allowed to reside in the unit.

Family day care. A day care facility licensed by the State of California, located in a residential unit where resident of the dwelling provides care and supervision for children under the age of eighteen for periods of less than twenty-four hours a day.

Small. A facility that provides care for eight or fewer children, including children who reside at the home and are under the age of ten.

Large. A facility that provides care for seven to fourteen children, including children who reside at the home and are under the age of ten.

Group residential. Shared living quarters without separate kitchen or bathroom facilities for each room or unit, offered for rent for permanent or semi-transient residents on a weekly or longer basis. This classification includes rooming and boarding houses, dormitories and other types of organizational housing, private residential clubs, and extended stay hotels intended for long-term occupancy (thirty days or more) but excludes hotels, motels, and residential care facilities.

Residential care facilities. A facility licensed by the State of California to provide living accommodations, twenty-four-hour care for persons requiring personal services, supervision, protection, or assistance with daily tasks. Amenities may include shared living quarters, with or without a private bathroom or kitchen facilities. This classification includes those both for and not-for-profit institutions, but excludes supportive housing and transitional housing.

Small. A facility that is licensed by the State of California to provide care for six or fewer persons.

Large. A facility that is licensed by the State of California to provide care for more than six persons.

Residential facility, assisted living. A facility that provides a combination of housing and supportive services for the elderly or functionally impaired, including personalized assistance, congregate dining, recreational, and social activities. These facilities may include medical services. Examples include assisted living facilities, retirement homes, and retirement communities. These facilities typically consist of individual units or apartments, with or without kitchen facility, and common areas and facilities. The residents in these facilities require varying levels of assistance.

Single room occupancy. A residential facility where living accommodations are individual secure rooms, with or without separate kitchen or bathroom facilities for each room, are rented to one or two-person households for a weekly or monthly period of time. This use classification is distinct from a hotel or motel, which is a commercial use.

Supportive housing. Dwelling units with no limit on length of stay, that are occupied by the target population as defined in subdivision (d) of Section 53260 of the California Health and Safety Code, and that are linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, where possible, work in the community.

Transitional housing. Transitional housing is housing that has a predetermined end point in time, and operated under a program that requires the termination of assistance, in order to provide another eligible program recipient to the service. The program length is usually no less than six months.

(Ord. No. 503, § 1(Exh. A), 1-25-2018)



STAFF REPORT

Item F. 1.

DATE 02/12/2026
TO Honorable Mayor and City Council Members
FROM Miki Tsubota, City Engineer
SUBJECT Informational report regarding playground design at Birch Grove, Mirabeau, and Jerry Raber Ash Street parks.

SUMMARY AND RECOMMENDATION

The City recently added new playground replacement projects into the Capital Improvement Plan. As part of this process, City Council members expressed an interest to hear community feedback and to receive an overview of the park projects. Staff recommends that the City Council receive this informational report and provide staff with feedback.

BACKGROUND

On November 11, 2024, City Council approved the Citywide Parks Master Plan Update (Master Plan) that included 111 projects that modernize or add amenities to the City's 14 parks with an estimated cost of over \$37 million.

On October 23, 2025, a Special City Council Meeting was held to discuss proposed amendments to the Capital Improvement Plan (CIP), including new projects to update the playgrounds at Birch Grove, Mirabeau, and Jerry Raber Ash Street parks. City Council members expressed support of these park projects and there were no public comments.

Following the Special City Council Meeting, at the Regular City Council Meeting on October 23, 2025, California State Senator Dr. Aisha Wahab presented one million dollars in state funding to the City of Newark to support improvements at Jerry Raber Ash Street Park. The additional funding allowed the addition of park furnishings to the Jerry Raber Ash Street Park project.

On November 13, 2025, City Council adopted a resolution amending the 2024-2026 Biennial Budget and Capital Improvement Plan to add capital improvement projects and corresponding project appropriations for several projects, including the Birch Grove Park - Updated Playgrounds, Mirabeau Park - Updated Playground, and Jerry Raber Ash Street Park - Updated Playground and Park Furnishings projects. During discussion, Council members expressed a desire to have unique play equipment, to have different themes at the parks, to solicit community feedback, and for the City

Council to review the park projects prior to construction.

On January 22, 2026, City Council adopted a resolution approving the acceptance of State General Fund Grant Funds (Grant) for Jerry Raber Ash Street Park - Updated Playgrounds and Park Furnishings (CIP No. 1407), approving the Project Information Form, and appointing the City Manager or his designee to execute documents as necessary to effectuate utilization of the Grant to complete the Project.

DISCUSSION/ANALYSIS

The Master Plan provides the strategic framework for the future development and provision of parks across the City. The Master Plan was developed from extensive community engagement and feedback through outreach events, surveys, and interviews; assessment of the City's existing park facilities, demographics and recreational profile; review of future park infrastructure needs and developments; review of the policies, goals and action plans of the City's General Plan; and a comprehensive playground inspection and safety audit. Based on this effort, the Master Plan established a prioritized list of over 100 parks projects totaling over \$37 million focused on children's play areas, restroom facilities, maintenance of play fields, and trails and pathways. Staff reviewed the highest priority projects, and determined that replacing the playgrounds at Birch Grove, Jerry Raber Ash Street, and Mirabeau parks could achieve substantial progress or completion in 2026. Playgrounds are an important component of the community by providing opportunities for children to engage in unstructured play that helps develop physical, cognitive and social skills. Play equipment typically needs replacement every 10 to 15 years while surfacing around play requires more regular assessments. Most playgrounds in Newark, such as those in Birch Grove, Mirabeau, and Jerry Raber Ash Street are more than 15 years old, and many are recommended for replacement in the Master Plan. Additional projects within the Master Plan, such as restrooms, sports facilities, lights, picnic areas, gardens, pedestrian pathways, bike pathways, parking, amphitheater, and additional playgrounds will be reviewed as part of the upcoming Capital Improvement Plan.

Birch Grove Park is a community park located in the eastern portion of the City with grass fields, pathways, playgrounds, restroom, picnic areas, and sports courts. Among the various improvements identified at Birch Grove Park in the Master Plan, the highest priority projects are to replace the existing play equipment and to install resilient paving.

Mirabeau Park is a neighborhood park located in the northwest portion of the City with grass lawn, pathways, and a playground. Among the various improvements identified at Mirabeau Park within the Master Plan, the highest priority projects are to replace the existing play equipment, install resilient paving, and install a new rock climbing wall that would cater to a wide age group of community members.

Jerry Raber Ash Street Park is a neighborhood park located in the westerly portion of the City with playgrounds, picnic areas, grass lawn, pathways, sports fields, and a restroom. Among the various improvements identified at Jerry Raber Ash Street Park within the Master Plan, the highest priority projects are to replace the existing play

equipment, install resilient paving, update the sports facilities, and install furnishings such as trash receptacles and bike racks.

Based on guidance from the Master Plan, playground ideas and renderings were provided by various vendors. In addition, the design was reviewed by Verde Design, a professional landscape architectural and civil engineering firm, to assess the design safety, accessibility, age appropriateness, variety of play experiences, aesthetics, durability, and maintenance. Proposed renderings of the park improvements were provided at the Newark Tree Lighting Ceremony for public feedback. Approximately 60 people verbally provided comments that supported the designs at all the parks. In addition, information about the proposed improvements and an online survey were posted at the parks, on social media and the City's website. Most of the approximately 75 received written comments about Birch Grove Park were positive about the overall park design, the swings, and the climbing structures. Most of the approximately 35 received written comments about Jerry Raber Ash Street Park were positive about the overall park design and the shade structures. Most of the approximately 55 received written comments about Mirabeau Park were positive about the overall park design, the new rock climbing wall, improved safety, improved flooring, and play features.

Bidding contractors will have the option to provide equivalent playground equipment similar to those shown on the renderings provided the playground equipment complies with the specifications in the bid package. As such, the installed playgrounds may deviate slightly from the presented renderings.

FISCAL IMPACT

There is no immediate fiscal impact associated with receiving this informational report. Staff intends to advertise this project for bidding and bring a recommendation for construction award to City Council in spring 2026.

STRATEGIC PRIORITY AREA

Foster a Safe and Healthy Community
Modernize Public Facilities and Infrastructure

REVIEW AND APPROVAL

Prepared by - Miki Tsubota, City Engineer
Reviewed by - Howard Young, Public Works Director
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Parks Presentation



CITY OF
NEWARK

**Birch Grove, Jerry Raber Ash
Street, and Mirabeau Parks**

February 12, 2026



Purpose

- Share community feedback
- Provide the playground design of Birch Grove, Jerry Raber Ash Street, and Mirabeau Parks
- Receive Council feedback



Park Projects Background

- November 2024: Citywide Parks Master Plan Update approved.
- October 2025: Special City Council Meeting to consider amendments to the Capital Improvement Plan; Accepted \$1 million from State Senator Dr. Aisha Wahab
- November 2025: Amendments to the Capital Improvement Plan approved



Public Outreach

COMMUNITY OUTREACH
 We are currently sharing the designs with the community in order to hear your comments! Check out the four proposed playground designs and share what you are excited about, and if you have any additional comments, we will be adding the designs to City Council early next year.

SUBMIT YOUR COMMENTS TODAY!



Proposed Rendering for Birch Grove Park



Park Improvements Coming to Newark!

Starting next year, the City of Newark is planning to begin park improvement projects at:

- Jerry Raber Ash Street Park
- Birch Grove Park
- Mirabeau Park
- Newark Community Park

New play structures will enhance recreation and improve accessibility, including Newark's first all-abilities playground at Newark Community Park.

Visit the link below to see the proposed designs and share your comments! You can also email public.works@newarkca.gov.



SUBMIT YOUR COMMENTS TODAY:

BIT.LY/4AJ7GS1



Park Improvements Coming to Newark!

Starting next year, the City of Newark is planning to begin park improvement projects at:

- Jerry Raber Ash Street Park
- Birch Grove Park
- Mirabeau Park
- Newark Community Park

These projects include replacing playgrounds with new play structures designed to enhance recreation spaces and improve accessibility for all who visit. The City is also excited to bring Newark's first all-abilities playground to Newark Community Park, ensuring a space where everyone can play.

Check out the four proposed playground designs and share what you are excited about, and if you have any additional comments, we will be taking the designs to City Council early next year.



68

Like



Existing Birch Grove Park





Proposed Design: Birch Grove Park



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



Proposed Design: Birch Grove Park



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



Public Comments: Birch Grove Park

- Received approximately 75 written comments:
 - Positive comments about overall design
 - Positive comments about the swings
 - Positive comments about climbing structures
 - Comments and questions about other needed park improvements such as restrooms, splash pad, and water features



Existing Jerry Raber Ash Street Park





Proposed Design: Jerry Raber Ash Street Park





Proposed Design: Jerry Raber Ash Street Park





Public Comments: Jerry Raber Ash Street Park

- Received approximately 35 written comments:
 - Positive comments about overall design
 - Positive comments about the shading
 - Suggestions for other parks



Existing Mirabeau Park



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

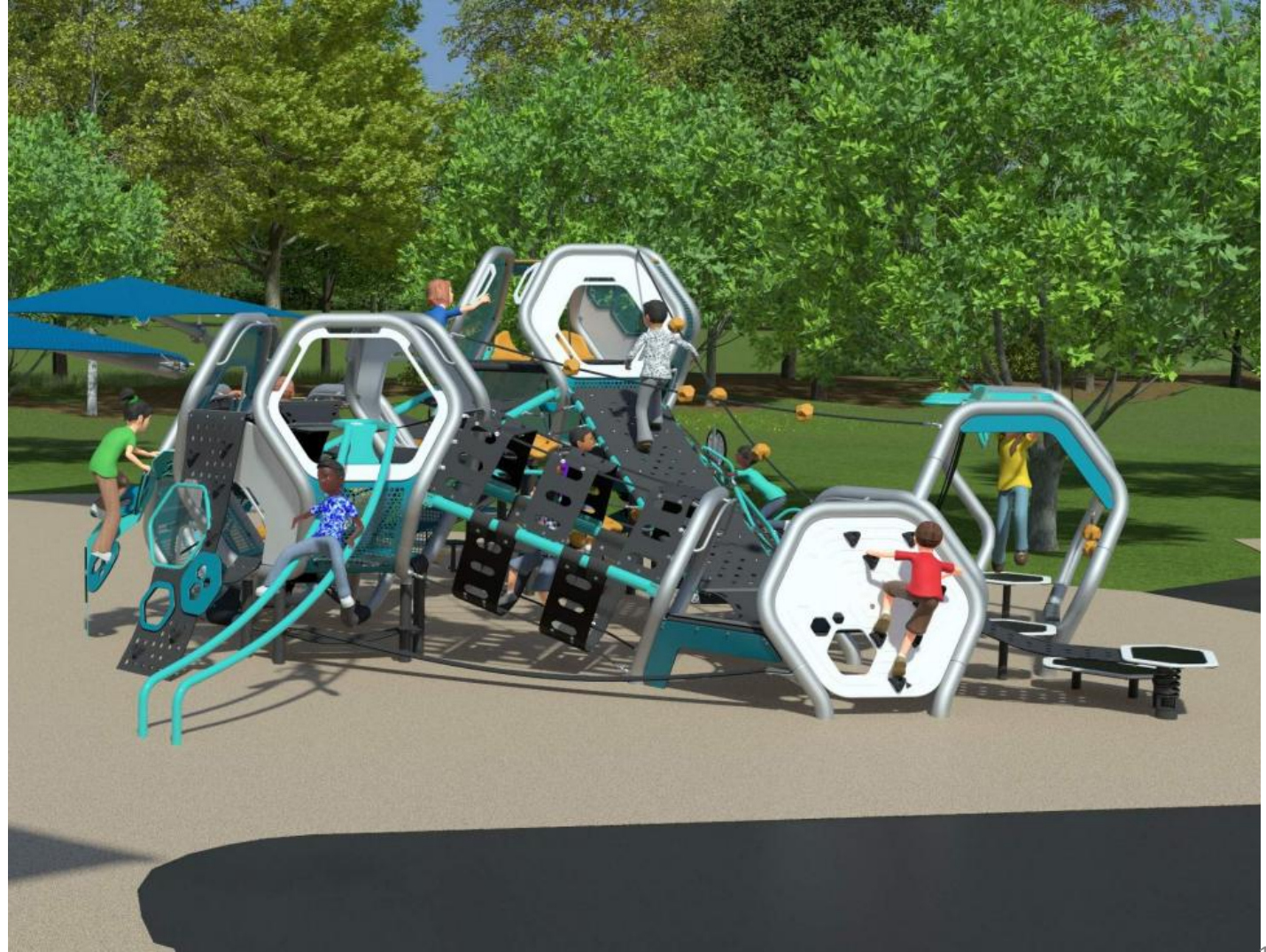


Proposed Design: Mirabeau Park





Proposed Design: Mirabeau Park





Public Comments: Mirabeau Park

- Received approximately 55 written comments:
 - Positive comments about overall design
 - Positive comments about rock climbing feature
 - Positive comments about improved safety and flooring
 - Positive comments about play features such as slides, spinners, and swings
 - Suggestions for other parks



Park Projects

Questions and Feedback



STAFF REPORT

Item F. 2.

DATE 02/12/2026
TO Honorable Mayor and City Council Members
FROM Miki Tsubota, City Engineer
SUBJECT Informational report regarding playground design at Newark Community Park

SUMMARY AND RECOMMENDATION

The City recently added the Newark Community Park - All Abilities Playground project into the Capital Improvement Plan. As part of this process, City Council members expressed an interest to hear community feedback and to receive an overview of the project. Staff recommends that the City Council receive this informational report and to provide staff with feedback.

BACKGROUND

On November 11, 2024, City Council approved the Citywide Parks Master Plan Update (Master Plan) that included 111 projects that modernize or add amenities to the City's 14 parks with an estimated cost of over \$37 million.

On October 23, 2025, a Special City Council Meeting was held to discuss proposed amendments to the Capital Improvement Plan (CIP), including a new project to update the playgrounds at Newark Community Park. City Council members expressed support of this park project and there were no public comments.

On November 13, 2025, City Council adopted a resolution amending the 2024-2026 Biennial Budget and Capital Improvement Plan to add capital improvement projects and corresponding project appropriations for several projects, including the Newark Community Park - All Abilities Playground project. During discussion, Council members expressed a desire to review the project prior to construction.

DISCUSSION/ANALYSIS

The Master Plan provides the strategic framework for the future development and provisions of parks across the City. The Master Plan was developed from extensive community engagement and feedback through outreach events, surveys, and interviews; assessment of the City's existing park facilities, demographics and recreational profile; review of future park infrastructure needs and developments; review of the policies, goals and action plans of the City's General Plan; and a comprehensive playground inspection and safety audit. Based on this effort, the

Master Plan established a prioritized list of over 100 parks projects totaling over \$37 million focused on children's play areas, restroom facilities, maintenance of play fields, and trails and pathways. Staff reviewed the highest priority projects, and determined that replacing the playgrounds at Newark Community Park could achieve substantial progress or completion in 2026. Playgrounds are an important component of the community by providing opportunities to engage in unstructured play that helps develop physical, cognitive and social skills. Play equipment typically needs replacement every 10 to 15 years while surfacing around play requires more regular assessments. Most playgrounds in Newark, such as those in Newark Community Park, are more than 15 years old, and many are recommended for replacement in the Master Plan.

Newark Community Park is one of the City's largest and active community parks with a grass lawn, pathways, playgrounds, picnic areas, sports courts, and a restroom. Among the various improvements identified at Newark Community Park within the Master Plan, the highest priority projects are to replace the existing play equipment and install resilient paving. Strong community feedback from the Master Plan process identified a demand for an "all-abilities playground" that specifically focuses on an inclusive environment for all physical, cognitive and sensory abilities. These playgrounds are equipped with features such as ramps, sensory-rich play elements, and equipment that encourages cooperative play between users of varying abilities with a goal to create an environment where everyone can safely explore, engage, and enjoy play without barriers. Newark Community Park was identified as the most suitable park for an all-abilities playground due to the park's current programming, potential for future expansion, and size.

Based on guidance from the Master Plan, playground ideas and renderings were provided by various vendors. In addition, the design was reviewed by Verde Design, a professional landscape architectural and civil engineering firm, to assess the design safety, accessibility, age appropriateness, variety of play experiences, aesthetics, durability, and maintenance. Proposed renderings of the park improvements were provided at the Newark Tree Lighting Ceremony for public feedback. Approximately 60 people verbally provided comments that supported the park design. In addition, information about the proposed improvements and an online survey were posted at the park, on social media and the City's website. Most of the approximately 55 received written comments were positive about the overall park design, specific play features in the design such as the slides, spinners, flooring, and the incorporation of animals in the design.

Bidding contractors will have the option to provide equivalent playground equipment similar to those shown on the renderings provided the playground equipment complies with the specifications in the bid package. As such, the installed playground may deviate slightly from the presented renderings.

FISCAL IMPACT

There is no immediate fiscal impact associated with receiving this informational report. Staff intends to advertise this project for bidding and bring a recommendation for construction award to City Council in spring 2026.

STRATEGIC PRIORITY AREA

Foster a Safe and Healthy Community
Modernize Public Facilities and Infrastructure

REVIEW AND APPROVAL

Prepared by - Miki Tsubota, City Engineer
Reviewed by - Howard Young, Public Works Director
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Parks Presentation



**Newark Community Park
Playground Replacement Project**
February 12, 2026



Purpose

- Share community feedback
- Provide the playground design of Newark Community Park
- Receive Council feedback



Park Project Background

- November 2024: Citywide Parks Master Plan Update approved
- October 2025: Special City Council Meeting to consider amendments to the Capital Improvement Plan
- November 2025: Amendments to the Capital Improvement Plan approved



Public Outreach

COMMUNITY OUTREACH
 We are currently sharing the designs with the community in order to hear your comments! Check out the four proposed playground designs and share what you are excited about, and if you have any additional comments, we will be adding the designs to City Council early next year.

SUBMIT YOUR COMMENTS TODAY!



Proposed Rendering for Birch Grove Park



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[BIT.LY/4AJ7GS1](https://bit.ly/4AJ7GS1)



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 - Mirabeau Park
 - Newark Community Park

These projects include replacing playgrounds with new play structures designed to enhance recreation spaces and improve accessibility for all who visit. The City is also excited to bring Newark's first all-abilities playground to Newark Community Park, ensuring a space where everyone can play.

Check out the four proposed playground designs and share what you are excited about, and if you have any additional comments, we will be taking the designs to City Council early next year.





Existing Newark Community Park





Existing Newark Community Park





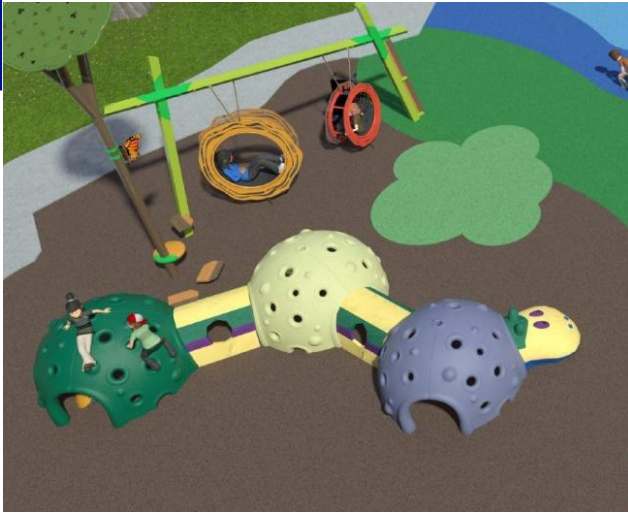
Proposed Design: Newark Community Park



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

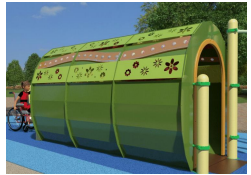


Proposed Design: Newark Community Park





Proposed Design: Newark Community Park



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Proposed Design: Newark Community Park



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Proposed Design: Newark Community Park





Proposed Design: Newark Community Park



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Public Comments: Newark Community Park

- Received approximately 55 written comments:
 - Positive comments about overall design
 - Positive comments about play features such as slides, spinners, flooring, and swings
 - Positive comments about incorporation of animals into the design



Newark Community Park Project

Questions and Feedback